



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **PIKE COUNTY**

I. GENERAL INSTRUCTIONS:

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

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="841 1171 1528 1409" style="background-color: #002060; color: white; padding: 10px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/service_delivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Pike County, City of Zebulon, City of Concord, City of Meansville, City of Molena, City of Williamson, Pike County Water & Sewerage Authority, Pike County Parks & Recreation Authority, Pike County Industrial Development Authority, Zebulon Downtown Development Authority.

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Beer & Wine Licenses, Business Licenses, Coroner Services, Downtown Development, E911, Elections -Mayoral/Council, Elections - other, Emergency Management, Extension Services, Housing Revitalization, Indigent Defense, Industrial Development, Jail, Juvenile Court, Law Enforcement, Magistrate, Probate Court, Public Health, Senior Center, Sewerage Collection, Social Services, Solid Waste, Superior Court, Tax Assessor, Traffic/Municipal Court, Voter Registration, Water Supply & Distribution.

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Ambulance Services, Animal Control, Building Inspections, Fire Protection, Public Works, Parks & Recreation, Planning & Zoning, Library, Code Enforcement, Stormwater, Streets



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: Ambulance Services

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fee, Fines, Intergovernmental Agreement

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

Updated service provider to Pike County via contract with AmeriPro EMS, LLC

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County & City of Williamson	2/28/2023- TBD
Intergovernmental Agreement	Pike County & City of Meansville	9/13/2017- TBD
Intergovernmental Agreement	Pike County & City of Molena	9/13/2017- TBD
Intergovernmental Agreement	Pike County & City of Zebulon	2/28/2023- TBD
Intergovernmental Agreement	Pike County & City of Concord	9/13/2017-TBD

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

N/A

7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

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

If not, provide designated contact person(s) and phone number(s) below:
TYPE CONTACT NAME, TITLE & PHONE HERE

Ambulance / Emergency Medical Service Delivery Agreement

This Emergency Medical Services / Ambulance Service Delivery Agreement ("Agreement") is made and entered into this 10th day of June 2022, by and between Pike County, Georgia, a political subdivision of the State of Georgia (hereafter referred to as the "County") and AmeriPro EMS, LLC., a Georgia corporation lawfully authorized and licensed to do business as such in the State of Georgia (hereafter referred to as "Provider").

WHEREAS, the County finds that it is of substantial importance and concern to the citizens of Pike County to maintain a cost effective and quality Emergency Medical Services (EMS) / Ambulatory Care System;

WHEREAS, Pike County retains the exclusive right to provide Emergency Medical Services and/or Ambulatory Services within any such zone comprised of the territorial limits of Pike County, and to provide, or sub-contract to provide, an economical and efficient system to disburse Emergency Medical Services / Ambulatory Services in response to Emergency Medical / Ambulatory calls for service from individuals within such Zone and to regulate the provision of such service within said Zone being provided by participating Emergency Medical Service / Ambulatory care provider(s);

NOW, THEREFORE, the Parties agree as follows:

1.0 Term of Agreement

1.1 This Agreement shall be for an initial term commencing on June 10, 2022 and ending June 30, 2023. This Agreement, however, will automatically renew for additional one-year periods on each successive anniversary date hereof, not to exceed five renewals through June 30, 2027, unless termination of this agreement is exercised by either party by giving advance written notice to the other party of the termination/non-renewal, which said advance written notice shall be no less than ninety (90) days prior to the end of the term or proposed termination date.

1.2 This will be a performance-based Agreement. Evaluations will be performed on a monthly basis for the first six (6) months, then annually for the length of the Agreement.

1.2.1 The Provider must supply a Performance Bond or irrevocable letter of credit in the amount of Eight Hundred Twenty-Two Thousand Dollars (\$822,000) for each year that this Agreement is in effect. The County reserves the right to adjust bonding requirements. The provider shall provide and pay all costs associated with this bond.

1.2.2 Due to the national shortage of paramedic, and the short prep time for this agreement, the provider will be exempt from fines for performance during the ramp up phase of 90 days. Provider shall report staffing to County Manager to notify of an unforeseen deficiency.

1.3 Provider shall not sublet, assign, transfer, pledge convey, sell, or otherwise dispose of, in whole or in part, this Agreement, or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. Subcontracting will not be allowed for services rendered.

2.0 Scope of Work and Practices

2.1 Response- Ambulance Operation/Emergency Medical Services

2.1.1 The Provider shall be responsible for providing two (2) ambulances, twenty-four (24) hours a day, seven (7) days a week, 365 days a year, dedicated to 911 calls for emergency requests throughout the Pike County coverage areas (i.e., the Pike County Emergency Services Zone).

2.1.2 The Provider must maintain compliance with the Official Code of Georgia Annotated, Title 31, Chapter 11, and all Department of Public Health, Office of EMS/Trauma, Rules and Regulations regarding Ambulance/Emergency Medical Service operations.

2.1.3 All emergency medical calls will be initially routed through the Pike County 911 Public Safety Answering Point (PSAP) system, who will then alert the Provider for a response. The calls for request will then be transferred to the provider for EMD dispatching.

2.1.4 The County will use the Commission on Accreditation for Ambulance Services (CAAS) Standards and the National Fire & Protection Administration Standard (NFPA 1710) for response times of 8 minutes and 59 seconds, for all life-threatening emergency responses three miles or less from the staging location at 7818 US-19, Zebulon Ga. 30295. All calls over 3 miles and non-life-threatening emergency responses will have a standard response time of less than 12 minutes. Response time will be defined as time of dispatch to arrival at the emergency scene. Failure of the Provider to meet these response time requirements for 90% of all 911 responses in Pike County per month will result in the following deductions from the Provider's monthly invoice, for which the Parties expressly agree that this provision is a reasonable approximation of the damages incurred, that are incapable of calculation to a mathematical certainty and shall not be construed as a penalty:

- 80-89% \$1,500.00
- 75-79% \$3,000.00
- <75% \$5,000.00 and may result in immediate review for possible termination of this Agreement.

Exceptions to the foregoing will be made for requests during a disaster, when inclement weather conditions exist, or when the minimum required ambulances, per this Agreement,

are on other emergency calls. It is also understood that when responding to areas beyond three miles from the city limits of Zebulon, Georgia, that response time will be extended.

2.1.5 Failure of the Provider to provide at least one Paramedic level provider per ambulance per shift will result in the following deductions from the Provider's monthly invoice, for which the Parties expressly agree that this provision is a reasonable approximation of the damages incurred, that are incapable of calculation to a mathematical certainty and shall not be construed as a penalty:

For each non-compliant response \$1,000.00

The response times and personnel compliances will be evaluated on a monthly basis throughout the Agreement term.

2.1.6 When an ambulance is taken out of service for preventive or routine maintenance that requires more than one hour of time, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

2.1.7 When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance must be made available within sixty (60) minutes, unless there are extenuating circumstances approved by Pike County's Fire Chief, EMS Coordinator, the County Manager, or his/her/their designee(s).

2.2 Personnel

2.2.1 Each ambulance will be staffed with a minimum of one Paramedic level EMS provider and one other EMS provider, licensed to respond to 911 calls as allowed by the Rules of the Department of Public Health, Chapter 511-9-2.

2.2.2 All personnel assigned to a 911 ambulance for response within Pike County shall have at a minimum, current certifications in BLS and ACLS as required per their provider level as defined by the Department of Public Health. In addition, all provider levels will possess the following certifications from the Federal National Incident Management System: NIMS 100, 200, 700 and 800.

2.2.3 The Provider shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than forty-eight (48) consecutive hours followed by a minimum of twelve (12) hours off-duty. The Provider shall provide working conditions that assist in attracting and retaining highly qualified personnel.

2.2.4 The Provider must have in place a program for random drug screening of all personnel providing services under this Agreement. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

2.2.5 The Provider shall provide one (1) Paramedic level supervisor to operate twenty-four (24) hours a day, seven (7) days a week in the coverage area of Pike County while this Agreement is in effect. The supervisor will neither be assigned to any one ambulance at any time, nor float to supervise other coverage areas unless requested under a mutual aid agreement. Mutual Aid agreements should be made with Pike, Lamar, and Upson commission boards. If NO mutual aid agreement is agreed upon between the counties, AmeriPro supervision will be from the southside division and will respond when available to incidents.

2.2.6 The Provider will abide by the agreed upon mutual aid agreements made with the surrounding county areas. The County will be responsible for generating the mutual aid agreements.

3.0 Insurance

3.1 The Provider shall provide certificates of insurance and/or copies of policies on which Pike County is named as an "additional insured" as set forth hereinbelow:

3.2. Requirement: Provider shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work and services provided by the Provider, its agents, employees, or sub-contractors as provided for, or contemplated in this Agreement.

3.3. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$3,000,000 aggregate for comprehensive coverage including bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent providers and contractual liability (especially covering the indemnity clause provided for herein), broad-form property damage, and underground, explosion, or collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

3.4 Commercial Automobile Liability (owned, non-owned, and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.

3.5 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.

3.6 Commercial Umbrella or Excess Liability Coverage: \$5,000,000 in liability excess coverage per occurrence above the contract's stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies or insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

4.0 Required Reports

4.1 The following reports will be provided to the County on a monthly basis throughout the length of this Agreement:

- Response times compliance.
- Total responses.
- Total patient refusals/non-transport.
- Personnel assigned as lead per unit, per day.
- Mutual aid into or out of Pike County.

4.2 The following reports will be provided semi-annually:

- Distribution of responses by time of day and day of week.
- Summary of patient medical complaint or patient's primary medical condition.
- Breakdown of dedicated 911 ambulance's, inter-hospital transfers and intercept services.

4.3 The following reports will be provided annually:

- Detailed annual financial statements regarding operations in Pike County.
- Company wide audited financial statements beginning from 2021 year-end forward.
- Training of personnel in the use of an E-PCR system, Emergency Vehicle Operations Course (EVOC), as well as any other training related to EMS licensure.

4.4 The following will be reported, and copies of any incident reports provided as soon as possible, but no later than twenty-four (24) hours after the incident has occurred:

- Copies of any motor vehicle investigations involving an EMS vehicle owned by the Provider while on a 911 call originating in Pike County.
- In the event of death or injury of any parties involved, the incident will be reported immediately to Pike County's Fire Chief, EMS Coordinator, the County Manager, or his/her/their designee(s).

5.0 Emergency Medical Services / Ambulance Service Fees

5.1 The provider shall be entitled to charge patients for the services rendered according to the patient fee schedules proposed by the Provider as part of this Agreement (See exhibit A), except as otherwise provided herein.

5.2 The rate schedule shall be in effect for the initial twelve (12) months of operations and shall not be increased during this time frame.

5.2.1 The Provider may request a rate increase after the initial twelve (12) months of operation and annually, thereafter. The rate increase will be based on market factors, collection rates and inflationary impacts on the Pike County area.

5.3 The rate schedule for patient care and transport shall be in an unbundled format. Mileage may be charged in addition to the agreed upon rate schedule.

6.0 Special Terms and Conditions

6.1 The Provider will provide transportation of prisoners in the custody of the Pike County Sheriff or any Police Department within Pike County, that require necessary emergency medical services / ambulance transportation. The Law Enforcement Agency shall not be billed for the first such transport each month; however, for subsequent transports beyond the first such transport in any given month, a flat rate of \$400 will be billed for each subsequent transport per calendar month following the first transport in any given month and for each transport thereafter for the remainder of the calendar month in which there were multiple transports.

6.2 The Provider will provide ambulance transports for any County employee injured in the line of duty, at no charge, which shall also include, but not be limited to, commissioners, constitutional officers and staff, and volunteer firefighters of the County, who require emergency medical services.

6.3 Required Meetings

6.3.1 AmeriPro EMS, LLC.'s Supervisor for the County shall meet with the Pike Board of Commission officials as may be requested, for the purpose of reviewing system issues and ambulance/emergency medical services performance.

6.3.2 The provider shall attend all required meetings held by EMS organizations or regulatory agencies.

6.3.3 The EMS Supervisor may be required to attend County Department Head meetings, as specifically requested by the County Manager.

6.4 Statement of Liability and Indemnification

6.4.1 The County shall in no way be held liable for an accident, personal injury, or property damage either caused by or incurred by staff, employees, or representatives of the Provider. Similarly, the Provider shall in no way be held liable for an accident, person injury, or property damage either caused by, or incurred by, staff, employees, or representatives of the County.

6.4.2 The Provider agrees to defend, indemnify, and hold harmless, the County, its officers, agents, employees, contactors and representative, from any and all claims, demands, liabilities, penalties, damages, expenses (including attorney fees) and judgements of any nature and description based on the negligence of the Provider and arising out of the performance by the Provider, its employees, subcontractors, or agent in providing ambulance/emergency medical services under the terms of this Agreement.

6.5 Payment Details

In consideration of the services provided under this Agreement, Pike County will pay the Provider the amount of \$68,500 per month beginning 6/10/2022. This payment amount is based on a good faith estimate using data provided to the Provider by the County and upon the staffing plan agreed upon by the Provider. The Provider will provide the County with a monthly invoice and agrees to accept ACH as a method of payment. Payments for invoices will be due to the Provider within thirty (30) days after receipt by the County. It is understood by the parties that the consideration/payment from the County as required by this Agreement is based on the expectation that the Agreement shall be renewed for a period not to exceed five years. Based on this understanding of the parties, the annual subsidy increase will only be 3% per year on the anniversary date of the agreement. In the event, contract is terminated prior to the five years contemplated by the parties, the annual subsidy and related annual increases shall be subject to reconsideration and adjustment.

7.0 General Provisions

7.1 Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia. The Parties agree that any action brought by either party shall be brought in the Superior Court of Pike County. In the event of either Party's breach of the terms of this Agreement, the prevailing Party shall be entitled to all attorney's fees and court costs, or the costs of collection for any judgment, and any other costs incurred by the Party in the enforcement of the Party's rights under this Agreement.

7.2 Mediation. The Parties agree that following any complaint or lawsuit being filed as it pertains to enforcing any provision of this Agreement, the Parties shall attend and fully mediate any dispute as early as is practical in the proceeding. Said mediation shall not be binding unless or until the Parties agree in writing. If the Parties are unable to agree on a mediator, the designated Court will decide on the mediator. All mediation fees are to be split equally between the Parties.

7.3 Severability. The Parties intend and believe that each provision in this Agreement comports with applicable local, state, and federal laws. However, if any provision in this Agreement is found by a court of competent jurisdiction to be in violation of any applicable law and thereby be deemed illegal, void, or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid, and enforceable and the remainder of this Agreement shall be construed as if such provision was not contained therein.

7.4 Modifications to Agreement. This Agreement may be modified or amended only by a formal, written modification signed by authorized representatives of both the County and the Provider, and approved by the Board of Commissioners, except as provided herein.

6.5 The Provider shall provide top Pike any training that the Provider provides to its own employees at no additional cost (excluding travel expenses and equipment and supplies necessarily related to such training). In addition, the provision of training to Pike shall be offered in Pike County unless otherwise agreed upon by Pike.

6.6 The Provider shall provide community service in Pike County which shall include but will not be limited to having an ambulance service present at known sporting events such as those events related to Pike County Parks and Recreation Authority, and Pike County Agribusiness Authority, as well as providing community development awareness education and training for the citizens of Pike County.

7.5 Termination of Agreement. This Agreement may be terminated by either party by giving one hundred and twenty (120) days' written notice of intent to cancel. The County shall have the right to terminate this Agreement immediately, however, should the Provider fail to adhere to and maintain in good standing its applicable licenses from the State of Georgia. Provider shall immediately notify the County of any disciplinary action or disciplinary hearing related to the Provider's license.

7.6 Notices. Any written notices required to be given by the terms of this Agreement shall be directed to the respective authorized representatives for the County and the Provider.

7.7 Entire Agreement. The terms and conditions of this Agreement, along with accompanying documents constitute the entire agreement. Any amendment to this Agreement must be made in writing and agreed to by both parties.

Pike County

Date: June 9, 2022

J. Briar Johnson
By (Printed name):

J. Briar Johnson
Signature

Chairman, Pike Board of Commissioners
Title

Address: 331 Thomaston St.
Zebulon, Georgia
30295

Attested to by:

Angela Blount
Angela Blount, County Clerk

Date 6-9-2022

Ruth B. Davis
Signature of Notary Public

Ruth B. Davis
Print, type or stamp name of Notary

Sept. 27, 2024
My commission expires on

AmeriPro EMS, LLC

Date: 6-9-2022

Larry Richardson
By (Printed name):

[Signature]
Signature

EVP
Title

Address: 9 Dunwoody Park South
Atlanta, Ga 30338



(Seal)

Ruth B. Davis
NOTARY PUBLIC
Pike County
State of Georgia
My Comm. Expires September 27, 2024

Exhibit "A"



Upson/Lamar 911 Fee Schedule

ALS EMER BASE	\$1,880.25
ALS LEV 2 BASE	\$2,174.55
BLS EMER BASE	\$1,583.77
MULTISTR.2 PT ALS 1	\$940.13
MULTI STR.2 PT BLS EMER	\$791.86
MUTLI STR.3 PT ALS 1	
	\$626.75
MULTI STR.3 PT BLS EMER	\$527.93
MULTI STR.2 PT ALS 2	\$1,087.28
MULTI STR.3 PT ALS 2	\$724.85
MUTLI STR.2 PT ALSM	\$940.13
MULTI STR.3 PT ALSM	\$626.75
MULTI STR 2 PT ALS ASSESSMENT	\$940.13
MULTI STR 3 PT ALS ASSESSMENT	\$626.75
ALS MILEAGE	\$32.16
BLS MILEAGE	\$32.16
MULTI STR. MILE BLS 2 PT	\$16.08
MULTI STR. MILE BLS 3 PT	\$10.73
MULTI STR. MILE BLS RURAL 2 PT	\$16.08
MULTI STR. MILE BLS RURAL 3 PT	\$10.73
MULTI STR. MILE ALS 2 PT	\$16.08
MULTI STR. MILE ALS 3 PT	\$10.73
MULTI STR.MILE ALS RURAL 2 PT	\$16.08
NON-COVERED MILEAGE	\$32.16
OXYGEN	\$150.00
EKG MONITOR	\$150.00
TREAT & RELEASE FEE	\$125.00



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: *Animal Control*

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fee, Fines, Intergovernmental Agreement

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

Updated Intergovernmental Agreement

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County & City of Williamson	2/28/2023- TBD
Intergovernmental Agreement	Pike County & City of Meansville	9/13/2017- TBD
Intergovernmental Agreement	Pike County & City of Molena	9/13/2017- TBD
Intergovernmental Agreement	Pike County & City of Zebulon	2/28/2023- TBD
Intergovernmental Agreement	Pike County & City of Concord	9/13/2017-TBD

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

N/A

7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

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

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

TYPE CONTACT NAME, TITLE & PHONE HERE

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF ZEBULON, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF ZEBULON.

This Intergovernmental Agreement is entered this the 28 day of February, 2023 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Zebulon**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Zebulon (hereinafter referred to as “Zebulon”).

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Zebulon does not provide any animal control services within the city limits of Zebulon and previously entered into an intergovernmental agreement with Pike County whereby Zebulon adopted the Pike County Animal Control Ordinance including subsequent amendments and authorized the enforcement of animal control by Pike County within the geographical territory of Zebulon;

WHEREAS, Pike County and Zebulon desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Zebulon intend to specify and detail through this Intergovernmental Agreement for the provision of continued animal control services to be provided by Pike County within the city limits of Zebulon;

NOW, THEREFORE, Pike County and the City of Zebulon, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall continue to provide animal control services within the city limits of Zebulon as follows:

1.

DOG OFFICIAL/OFFICER

Zebulon hereby appoints and designates the Pike County Dog Officials/Officers as the Dog Official/Officer for the City of Zebulon.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is ***“to preserve and promote the public health, safety and welfare of the citizens of Pike County through:***

(A) Complying with current State regulations concerning dangerous and vicious dogs;

(B) Complying with current State regulations requiring the inoculation of dogs and cats

against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.” See §91.02 of the Code of Pike County.

3.

PIKE COUNTY TO CONTINUE ENFORCEMENT OF ANIMAL CONTROL WITHIN
THE CITY OF ZEBULON

The City of Zebulon previously appointed and designated the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Zebulon. The City of Zebulon, by execution of this agreement continues the appointment and designation of the Pike County Dog Officials/Officers as the Dog Officials/Officers of the City of Zebulon.

4.

CONTINUED ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL
ORDINANCE, AS AMENDED

To avoid any ambiguity, the City of Zebulon previously adopted the Pike County Animal Control Ordinance, as amended, in order to authorize the enforcement by Pike County of Animal Control within the city limits of Zebulon. The City of Zebulon, by execution of this Agreement, ratifies that it has adopted the Pike County Animal Control Ordinance, as amended from time to time, in order for Pike County to continue to enforce Animal Control within the city limits of Zebulon.

5.

PROSECUTION OF VIOLATIONS THAT OCCUR IN THE CITY OF ZEBULON

Pike County and Zebulon agree that violations of the Animal Control Ordinance, referenced in paragraph 4 above, shall be prosecuted in the Pike County Magistrate Court. In the alternative, should the parties agree for the prosecution of violations of the Animal

Control Ordinance to take place in the Municipal Court of Zebulon, then the City agrees to remit 10 % of each fine assessed in said Municipal Court to compensate the County for the additional services related to county officials having to prosecute violations in the City of Zebulon.

6.

ADDITIONAL EXPENSES FOR ANIMAL CONTROL SERVICES BY PIKE
COUNTY IN THE CITY OF ZEBULON

In addition to the fines/costs collected by Pike County as a result of the prosecution of violations of the Animal Control Ordinance as contemplated herein, the City of Zebulon agrees to pay to or reimburse Pike County for any additional costs/fees related to the provision of animal control services within the city limits of Zebulon. The additional costs/fees contemplated by this provision include, but are not limit to, the following costs/fees:

Impounding and housing of animals: the parties agree that Ten Dollars (\$10.00) per day is the current the cost of housing animals at the Pike County Animal Control Facility. It is understood by the parties that Pike County will attempt to seek reimbursement for such impounding and housing costs from the owner(s) of the animal in connection with the prosecution of violations in the Pike County Magistrate Court. Any impounding and housing reimbursement received in connection with the prosecution contemplated herein will be paid to the City of Zebulon for which the City of Zebulon had already paid to Pike County. The per diem cost of impounding/housing an animal may be amended from time to time by Pike County without have to amend this Agreement; and,

Euthanasia and Disposal: In addition to impounding/housing costs incurred by Pike County as a result of providing animal control services within the city limits of Zebulon, Zebulon agrees to pay and/or reimburse the County for the costs for euthanasia and disposal and other necessary expenses incurred by Pike County in connection with animal control services provided within the city limits of Zebulon. The County may seek to obtain restitution in any prosecution of animal control violations to be paid by the responsible offenders for these additional costs/fees. It is understood by the parties that the additional costs/fees contemplated by this provision will be based on the actual costs/fees incurred.

7.

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Zebulon exceeds the "base" animal control services specified herein, then additional fees/consideration may be required from Zebulon related to the higher level of animal control services so desired. Moreover, any such additional fees/consideration for a higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed three years, unless otherwise agreed upon by the parties. However, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Zebulon:

Mayor Joseph H. Walter
City of Zebulon
PO Box 385
7818 Highway 19 South
Zebulon, GA 30295

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms,

provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED AND ATTESTED BY:

Pike County, Georgia

City of Zebulon

By: J. Brian Johnson
Chairman J. Brian Johnson

By: Mayor Joseph H. Walter

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Amanda Burbage
Amanda Burbage
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF MOLENA.

This Intergovernmental Agreement is entered this the 28 day of February, 2023 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Molena**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Molena (hereinafter referred to as “Molena”).

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Molena does not provide any animal control services within the city limits of Molena and previously entered into an intergovernmental agreement with Pike County whereby Molena adopted the Pike County Animal Control Ordinance including subsequent amendments and authorized the enforcement of animal control by Pike County within the geographical territory of Molena;

WHEREAS, Pike County and Molena desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Molena intend to specify and detail through this Intergovernmental Agreement for the provision of continued animal control services to be provided by Pike County within the city limits of Molena;

NOW, THEREFORE, Pike County and the City of Molena, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall continue to provide animal control services within the city limits of Molena as follows:

1.

DOG OFFICIAL/OFFICER

Molena hereby appoints and designates the Pike County Dog Officials/Officers as the Dog Official/Officer for the City of Molena.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is ***“to preserve and promote the public health, safety and welfare of the citizens of Pike County through:***
(A) Complying with current State regulations concerning dangerous and vicious dogs;
(B) Complying with current State regulations requiring the inoculation of dogs and cats

against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.” See §91.02 of the Code of Pike County.

3.

PIKE COUNTY TO CONTINUE ENFORCEMENT OF ANIMAL CONTROL WITHIN
THE CITY OF MOLENA

The City of Molena previously appointed and designated the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Molena. The City of Molena, by execution of this agreement continues the appointment and designation of the Pike County Dog Officials/Officers as the Dog Officials/Officers of the City of Molena.

4.

CONTINUED ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL
ORDINANCE, AS AMENDED

To avoid any ambiguity, the City of Molena previously adopted the Pike County Animal Control Ordinance, as amended, in order to authorize the enforcement by Pike County of Animal Control within the city limits of Molena. The City of Molena, by execution of this Agreement, ratifies that it has adopted the Pike County Animal Control Ordinance, as amended from time to time, in order for Pike County to continue to enforce Animal Control within the city limits of Molena.

5.

PROSECUTION OF VIOLATIONS THAT OCCUR IN THE CITY OF MOLENA

Pike County and Molena agree that violations of the Animal Control Ordinance, referenced in paragraph 4 above, shall be prosecuted in the Pike County Magistrate Court. In the alternative, should the parties agree for the prosecution of violations of the Animal

Control Ordinance to take place in the Municipal Court of Molena, then the City agrees to remit 10 % of each fine assessed in said Municipal Court to compensate the County for the additional services related to county officials having to prosecute violations in the City of Molena.

6.

ADDITIONAL EXPENSES FOR ANIMAL CONTROL SERVICES BY PIKE
COUNTY IN THE CITY OF MOLENA

In addition to the fines/costs collected by Pike County as a result of the prosecution of violations of the Animal Control Ordinance as contemplated herein, the City of Molena agrees to pay to or reimburse Pike County for any additional costs/fees related to the provision of animal control services within the city limits of Molena. The additional costs/fees contemplated by this provision include, but are not limit to, the following costs/fees:

Impounding and housing of animals: the parties agree that Ten Dollars (\$10.00) per day is the current the cost of housing animals at the Pike County Animal Control Facility. It is understood by the parties that Pike County will attempt to seek reimbursement for such impounding and housing costs from the owner(s) of the animal in connection with the prosecution of violations in the Pike County Magistrate Court. Any impounding and housing reimbursement received in connection with the prosecution contemplated herein will be paid to the City of Molena for which the City of Molena had already paid to Pike County. The per diem cost of impounding/housing an animal may be amended from time to time by Pike County without have to amend this Agreement; and,

Euthanasia and Disposal: In addition to impounding/housing costs incurred by Pike County as a result of providing animal control services within the city limits of Molena, Molena agrees to pay and/or reimburse the County for the costs for euthanasia and disposal and other necessary expenses incurred by Pike County in connection with animal control services provided within the city limits of Molena. The County may seek to obtain restitution in any prosecution of animal control violations to be paid by the responsible offenders for these additional costs/fees. It is understood by the parties that the additional costs/fees contemplated by this provision will be based on the actual costs/fees incurred.

7.

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Molena exceeds the "base" animal control services specified herein, then additional fees/consideration may be required from Molena related to the higher level of animal control services so desired. Moreover, any such additional fees/consideration for a higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed three years, unless otherwise agreed upon by the parties. However, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Molena:

Mayor Joyce Corley
City of Molena
10 Spring Street
Molena, GA 30258

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms,

provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED AND ATTESTED BY:

Pike County, Georgia

City of Molena

By: J. Brian Johnson
Chairman J. Brian Johnson

By: Joyce Corley
Mayor Joyce Corley

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Tina Lee
Tina Lee
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MEANSVILLE, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF MEANSVILLE.

This Intergovernmental Agreement is entered this the 28 day of February, 2023 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Meansville**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Meansville (hereinafter referred to as “Meansville”).

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Meansville does not provide any animal control services within the city limits of Meansville and previously entered into an intergovernmental agreement with Pike County whereby Meansville adopted the Pike County Animal Control Ordinance including subsequent amendments and authorized the enforcement of animal control by Pike County within the geographical territory of Meansville;

WHEREAS, Pike County and Meansville desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Meansville intend to specify and detail through this Intergovernmental Agreement for the provision of continued animal control services to be provided by Pike County within the city limits of Meansville;

NOW, THEREFORE, Pike County and the City of Meansville, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall continue to provide animal control services within the city limits of Meansville as follows:

1.

DOG OFFICIAL/OFFICER

Meansville hereby appoints and designates the Pike County Dog Officials/Officers as the Dog Official/Officer for the City of Meansville.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is ***“to preserve and promote the public health, safety and welfare of the citizens of Pike County through:***
(A) Complying with current State regulations concerning dangerous and vicious dogs;
(B) Complying with current State regulations requiring the inoculation of dogs and cats

against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.” See §91.02 of the Code of Pike County.

3.

PIKE COUNTY TO CONTINUE ENFORCEMENT OF ANIMAL CONTROL WITHIN
THE CITY OF MEANSVILLE

The City of Meansville previously appointed and designated the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Meansville. The City of Meansville, by execution of this agreement continues the appointment and designation of the Pike County Dog Officials/Officers as the Dog Officials/Officers of the City of Meansville.

4.

CONTINUED ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL
ORDINANCE, AS AMENDED

To avoid any ambiguity, the City of Meansville previously adopted the Pike County Animal Control Ordinance, as amended, in order to authorize the enforcement by Pike County of Animal Control within the city limits of Meansville. The City of Meansville, by execution of this Agreement, ratifies that it has adopted the Pike County Animal Control Ordinance, as amended from time to time, in order for Pike County to continue to enforce Animal Control within the city limits of Meansville.

5.

PROSECUTION OF VIOLATIONS THAT OCCUR IN THE CITY OF MEANSVILLE

Pike County and Meansville agree that violations of the Animal Control Ordinance, referenced in paragraph 4 above, shall be prosecuted in the Pike County Magistrate Court.

In the alternative, should the parties agree for the prosecution of violations of the Animal Control Ordinance to take place in the Municipal Court of Meansville, then the City agrees to remit 10 % of each fine assessed in said Municipal Court to compensate the County for the additional services related to county officials having to prosecute violations in the City of Meansville.

6.

ADDITIONAL EXPENSES FOR ANIMAL CONTROL SERVICES BY PIKE
COUNTY IN THE CITY OF MEANSVILLE

In addition to the fines/costs collected by Pike County as a result of the prosecution of violations of the Animal Control Ordinance as contemplated herein, the City of Meansville agrees to pay to or reimburse Pike County for any additional costs/fees related to the provision of animal control services within the city limits of Meansville. The additional costs/fees contemplated by this provision include, but are not limit to, the following costs/fees:

Impounding and housing of animals: the parties agree that Ten Dollars (\$10.00) per day is the current the cost of housing animals at the Pike County Animal Control Facility. It is understood by the parties that Pike County will attempt to seek reimbursement for such impounding and housing costs from the owner(s) of the animal in connection with the prosecution of violations in the Pike County Magistrate Court. Any impounding and housing reimbursement received in connection with the prosecution contemplated herein will be paid to the City of Meansville for which the City of Meansville had already paid to Pike County. The per diem cost of impounding/housing an animal may be amended from time to time by Pike County without have to amend this Agreement; and,

Euthanasia and Disposal: In addition to impounding/housing costs incurred by Pike County as a result of providing animal control services within the city limits of Meansville, Meansville agrees to pay and/or reimburse the County for the costs for euthanasia and disposal and other necessary expenses incurred by Pike County in connection with animal control services provided within the city limits of Meansville. The County may seek to obtain restitution in any prosecution of animal control violations to be paid by the responsible offenders for these additional costs/fees. It is understood by the parties that the additional costs/fees contemplated by this provision will be based on the actual costs/fees incurred.

7.

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Meansville exceeds the "base" animal control services specified herein, then additional fees/consideration may be required from Meansville related to the higher level of animal control services so desired. Moreover, any such additional fees/consideration for a higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed three years, unless otherwise agreed upon by the parties. However, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Meansville:

Mayor Virlon Rachels
City of Meansville
41 Means Street
Meansville, GA 30256

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms,

provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED AND ATTESTED BY:

Pike County, Georgia

City of Meansville

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Virlon Rachels
Mayor Virlon Rachels

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Jerome Finley
Jerome Finley
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF CONCORD.

This Intergovernmental Agreement is entered this the 28 day of February, 2023 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Concord**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Concord (hereinafter referred to as “Concord”).

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Concord does not provide any animal control services within the city limits of Concord and previously entered into an intergovernmental agreement with Pike County whereby Concord adopted the Pike County Animal Control Ordinance including subsequent amendments and authorized the enforcement of animal control by Pike County within the geographical territory of Concord;

WHEREAS, Pike County and Concord desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Concord intend to specify and detail through this Intergovernmental Agreement for the provision of continued animal control services to be provided by Pike County within the city limits of Concord;

NOW, THEREFORE, Pike County and the City of Concord, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall continue to provide animal control services within the city limits of Concord as follows:

1.

DOG OFFICIAL/OFFICER

Concord hereby appoints and designates the Pike County Dog Officials/Officers as the Dog Official/Officer for the City of Concord.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is *“to preserve and promote the public health, safety and welfare of the citizens of Pike County through:*

(A) Complying with current State regulations concerning dangerous and vicious dogs;

(B) Complying with current State regulations requiring the inoculation of dogs and cats

against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.” See §91.02 of the Code of Pike County.

3.

PIKE COUNTY TO CONTINUE ENFORCEMENT OF ANIMAL CONTROL WITHIN
THE CITY OF CONCORD

The City of Concord previously appointed and designated the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Concord. The City of Concord, by execution of this agreement continues the appointment and designation of the Pike County Dog Officials/Officers as the Dog Officials/Officers of the City of Concord.

4.

CONTINUED ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL
ORDINANCE, AS AMENDED

To avoid any ambiguity, the City of Concord previously adopted the Pike County Animal Control Ordinance, as amended, in order to authorize the enforcement by Pike County of Animal Control within the city limits of Concord. The City of Concord, by execution of this Agreement, ratifies that it has adopted the Pike County Animal Control Ordinance, as amended from time to time, in order for Pike County to continue to enforce Animal Control within the city limits of Concord.

5.

PROSECUTION OF VIOLATIONS THAT OCCUR IN THE CITY OF CONCORD

Pike County and Concord agree that violations of the Animal Control Ordinance, referenced in paragraph 4 above, shall be prosecuted in the Pike County Magistrate Court. In the alternative, should the parties agree for the prosecution of violations of the Animal

Control Ordinance to take place in the Municipal Court of Concord, then the City agrees to remit 10 % of each fine assessed in said Municipal Court to compensate the County for the additional services related to county officials having to prosecute violations in the City of Concord.

6.

ADDITIONAL EXPENSES FOR ANIMAL CONTROL SERVICES BY PIKE
COUNTY IN THE CITY OF CONCORD

In addition to the fines/costs collected by Pike County as a result of the prosecution of violations of the Animal Control Ordinance as contemplated herein, the City of Concord agrees to pay to or reimburse Pike County for any additional costs/fees related to the provision of animal control services within the city limits of Concord. The additional costs/fees contemplated by this provision include, but are not limit to, the following costs/fees:

Impounding and housing of animals: the parties agree that Ten Dollars (\$10.00) per day is the current the cost of housing animals at the Pike County Animal Control Facility. It is understood by the parties that Pike County will attempt to seek reimbursement for such impounding and housing costs from the owner(s) of the animal in connection with the prosecution of violations in the Pike County Magistrate Court. Any impounding and housing reimbursement received in connection with the prosecution contemplated herein will be paid to the City of Concord for which the City of Concord had already paid to Pike County. The per diem cost of impounding/housing an animal may be amended from time to time by Pike County without have to amend this Agreement; and,

Euthanasia and Disposal: In addition to impounding/housing costs incurred by Pike County as a result of providing animal control services within the city limits of Concord, Concord agrees to pay and/or reimburse the County for the costs for euthanasia and disposal and other necessary expenses incurred by Pike County in connection with animal control services provided within the city limits of Concord. The County may seek to obtain restitution in any prosecution of animal control violations to be paid by the responsible offenders for these additional costs/fees. It is understood by the parties that the additional costs/fees contemplated by this provision will be based on the actual costs/fees incurred.

7.

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Concord exceeds the "base" animal control services specified herein, then additional fees/consideration may be required from Concord related to the higher level of animal control services so desired. Moreover, any such additional fees/consideration for a higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed three years, unless otherwise agreed upon by the parties. However, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Concord:

Mayor John Strickland
City of Concord
PO 175
50 Main Street
Concord, GA 30206

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms,

provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.


IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED AND ATTESTED BY:


Pike County, Georgia

City of Concord

By: 
Chairman J. Briar Johnson

By: 
Mayor John Strickland

Attest: 
Angela Blount
County Clerk

Attest: 
Anita Neath
City Clerk



STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF WILLIAMSON.

This Intergovernmental Agreement is entered this the 28 day of February, 2023 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Williamson**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Williamson (hereinafter referred to as “Williamson”).

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Williamson does not provide any animal control services within the city limits of Williamson and previously entered into an intergovernmental agreement with Pike County whereby Williamson adopted the Pike County Animal Control Ordinance including subsequent amendments and authorized the enforcement of animal control by Pike County within the geographical territory of Williamson;

WHEREAS, Pike County and Williamson desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Williamson intend to specify and detail through this Intergovernmental Agreement for the provision of continued animal control services to be provided by Pike County within the city limits of Williamson;

NOW, THEREFORE, Pike County and the City of Williamson, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall continue to provide animal control services within the city limits of Williamson as follows:

1.

DOG OFFICIAL/OFFICER

Williamson hereby appoints and designates the Pike County Dog Officials/Officers as the Dog Official/Officer for the City of Williamson.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is ***“to preserve and promote the public health, safety and welfare of the citizens of Pike County through:***
(A) Complying with current State regulations concerning dangerous and vicious dogs;
(B) Complying with current State regulations requiring the inoculation of dogs and cats

against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.” See §91.02 of the Code of Pike County.

3.

PIKE COUNTY TO CONTINUE ENFORCEMENT OF ANIMAL CONTROL WITHIN
THE CITY OF WILLIAMSON

The City of Williamson previously appointed and designated the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Williamson. The City of Williamson, by execution of this agreement continues the appointment and designation of the Pike County Dog Officials/Officers as the Dog Officials/Officers of the City of Williamson.

4.

CONTINUED ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL
ORDINANCE, AS AMENDED

To avoid any ambiguity, the City of Williamson previously adopted the Pike County Animal Control Ordinance, as amended, in order to authorize the enforcement by Pike County of Animal Control within the city limits of Williamson. The City of Williamson, by execution of this Agreement, ratifies that it has adopted the Pike County Animal Control Ordinance, as amended from time to time, in order for Pike County to continue to enforce Animal Control within the city limits of Williamson.

5.

PROSECUTION OF VIOLATIONS THAT OCCUR IN THE CITY OF WILLIAMSON

Pike County and Williamson agree that violations of the Animal Control Ordinance, referenced in paragraph 4 above, shall be prosecuted in the Pike County

Magistrate Court. In the alternative, should the parties agree for the prosecution of violations of the Animal Control Ordinance to take place in the Municipal Court of Williamson, then the City agrees to remit 10 % of each fine assessed in said Municipal Court to compensate the County for the additional services related to county officials having to prosecute violations in the City of Williamson.

6.

ADDITIONAL EXPENSES FOR ANIMAL CONTROL SERVICES BY PIKE
COUNTY IN THE CITY OF WILLIAMSON

In addition to the fines/costs collected by Pike County as a result of the prosecution of violations of the Animal Control Ordinance as contemplated herein, the City of Williamson agrees to pay to or reimburse Pike County for any additional costs/fees related to the provision of animal control services within the city limits of Williamson. The additional costs/fees contemplated by this provision include, but are not limit to, the following costs/fees:

Impounding and housing of animals: the parties agree that Ten Dollars (\$10.00) per day is the current the cost of housing animals at the Pike County Animal Control Facility. It is understood by the parties that Pike County will attempt to seek reimbursement for such impounding and housing costs from the owner(s) of the animal in connection with the prosecution of violations in the Pike County Magistrate Court. Any impounding and housing reimbursement received in connection with the prosecution contemplated herein will be paid to the City of Williamson for which the City of Williamson had already paid to Pike County. The per diem cost of impounding/housing an animal may be amended from time to time by Pike County without have to amend this Agreement; and,

Euthanasia and Disposal: In addition to impounding/housing costs incurred by Pike County as a result of providing animal control services within the city limits of Williamson, Williamson agrees to pay and/or reimburse the County for the costs for euthanasia and disposal and other necessary expenses incurred by Pike County in connection with animal control services provided within the city limits of Williamson. The County may seek to obtain restitution in any prosecution of animal control violations to be paid by the responsible offenders for these additional costs/fees. It is understood by the parties that the additional costs/fees contemplated by this provision will be based on the actual costs/fees incurred.

7.

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Williamson exceeds the "base" animal control services specified herein, then additional fees/consideration may be required from Williamson related to the higher level of animal control services so desired. Moreover, any such additional fees/consideration for a higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed three years, unless otherwise agreed upon by the parties. However, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Williamson: _____

Mayor Steve Fry
City of Williamson
PO ox 9
71 Midland Street
Williamson, GA 30292

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms,

provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.


Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED AND ATTESTED BY:


Pike County, Georgia

City of Williamson

By: 
Chairman J. Briar Johnson

By: 
Mayor Steve Fry

Attest: 
Angela Blount
County Clerk

Attest: 
Pamela Schoentag
City Clerk



(SEAL)



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Pike County Service: Beer & Wine Licenses

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

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

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

Yes No

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

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

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

Local Government or Authority: Funding Method:

Pike County	Permit Fees
Zebulon	Permit Fees
Concord	Permit Fees
Molena	Permit Fees

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

No Change

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Tommy Burnsed

Phone number: 770-567-3406 Date completed: 10/01/2004

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: Building Inspections

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fee, Fines, Forfeitures, Intergovernmental Agreement
Zebulon	General Fund, User Fee, Fines

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

The City of Zebulon will now be conducting Building Inspections for the City of Zebulon. Pike will continue to service all other municipalities and unincorporated areas through the Intergovernmental Agreements.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County & City of Williamson	2/1/2023-TBD
Intergovernmental Agreement	Pike County & City of Meansville	9/17/2017-TBD
Intergovernmental Agreement	Pike County & City of Molena	2/1/2023-TBD
Intergovernmental Agreement	Pike County & City of Concord	2/1/2023-TBD

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

N/A

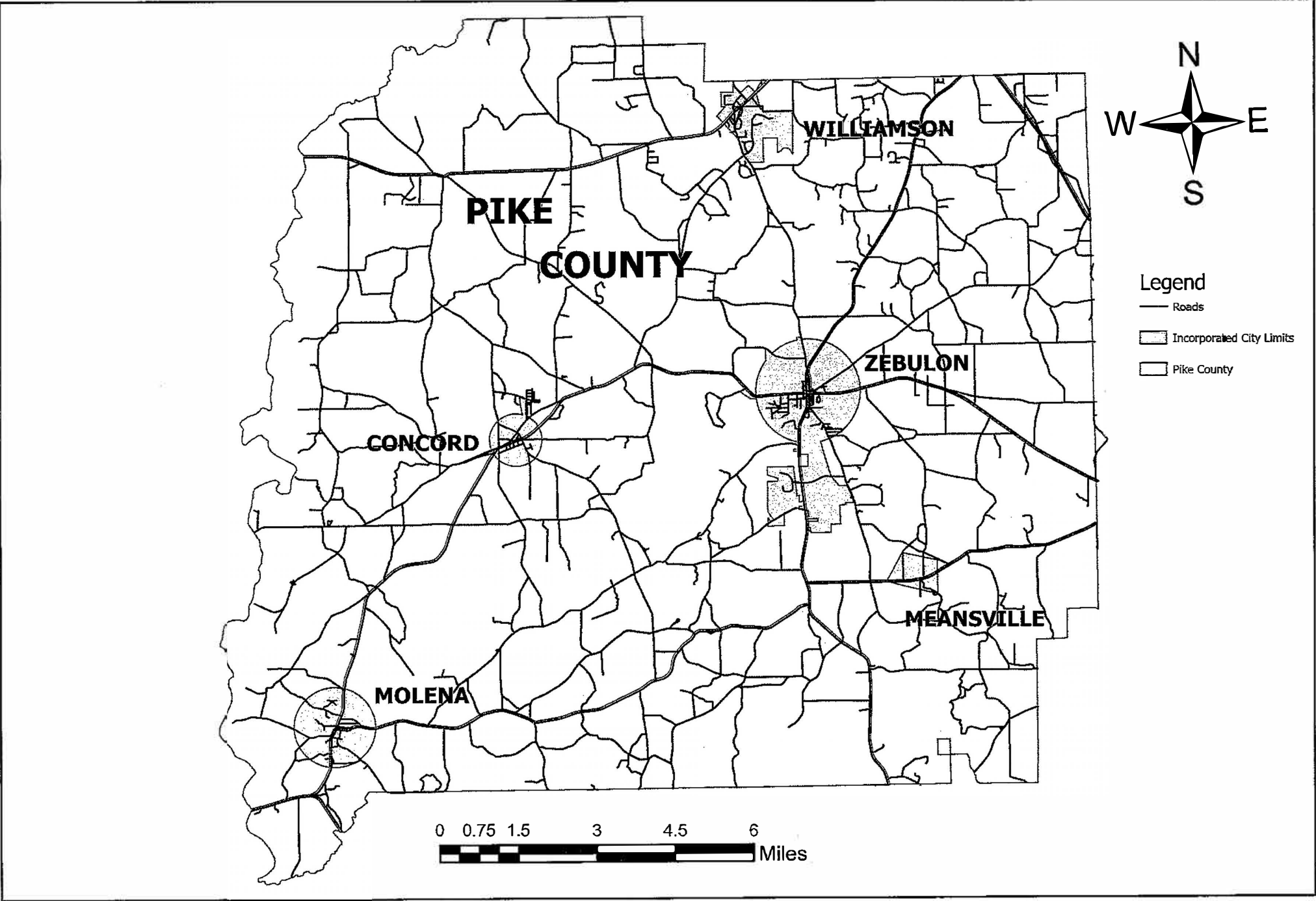
7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

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

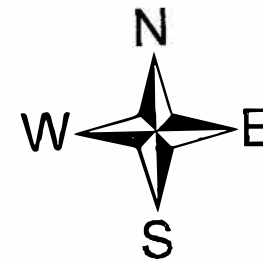
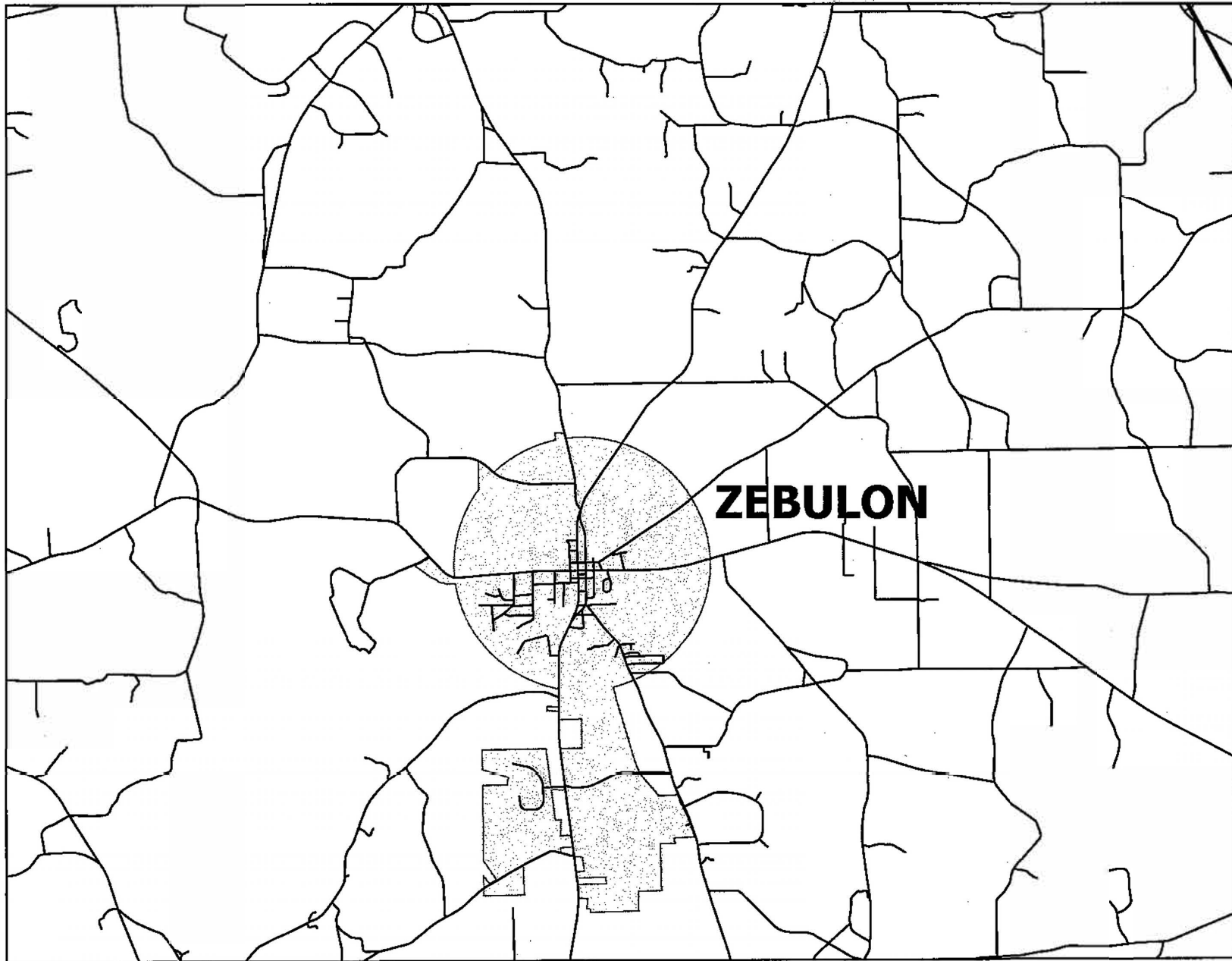
If not, provide designated contact person(s) and phone number(s) below:

TYPE CONTACT NAME, TITLE & PHONE HERE

Service Delivery Areas Pike County

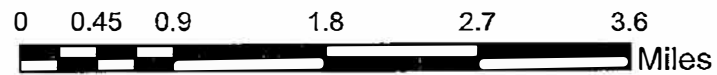


Service Delivery Areas City of Zebulon



Legend

- Roads
- ▭ Incorporated City Limits
- ▭ Pike County



STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Concord**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to “Pike County”), is entered as of the 28 day of February _____ 2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Concord, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of Concord

in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Concord in an effort to avoid the duplication of services, to provide adequate services to the citizens of Concord, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Concord hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the

incorporated municipalities of Concord, Meansville, Molena, Concord, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of

the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Concord or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Concord of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Concord on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as “construction not subject to impact fees.”

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Concord and as may be otherwise requested by the City of Concord and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building and development and related code(s). Code enforcement as contemplated by this agreement

does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Concord may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Concord.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Concord shall be initially submitted to the City of Concord along with all city administrative and review fees that may apply. Once the City and or authorized city officials have reviewed the application and collected the city administrative and/or review fees, the City will refer

the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuance of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not

obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no

later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of

additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Concord authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Concord including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Concord.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees assessed by the County for such services. The City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the

application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Concord:

Mayor John Strickland
City of Concord
P.O. 175
50 Main Street
Concord, Georgia 30206

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable

for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia

City of Concord

By: J. Brian Johnson
Chairman J. Brian Johnson

By: John Strickland
Mayor John Strickland

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Anita Neath
Anita Neath
City Clerk



STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Molena**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to as “Pike County”), is entered as of the 23 day of February 2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Molena, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Molena, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of Molena

in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Molena in an effort to avoid the duplication of services, to provide adequate services to the citizens of Molena, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Molena;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Molena hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the

incorporated municipalities of Molena, Meansville, Molena, Molena, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of

the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Molena or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Molena of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Molena on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as “construction not subject to impact fees.”

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Molena and as may be otherwise requested by the City of Molena and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building and development and related code(s). Code enforcement as contemplated by this agreement

does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Molena may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Molena.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Molena shall be initially submitted to the City of Molena along with all city administrative and review fees that may apply. Once the City and or authorized city officials have reviewed the application and collected the city administrative and/or review fees, the City will refer

the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuance of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not

obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no

later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of

additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Molena authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Molena including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Molena.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Molena pursuant to this Agreement shall include the standard fees assessed by the County for such services. The City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the

application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Molena:

Mayor Joyce Corley
City of Molena
10 Spring Road
Molena, Georgia 30292

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the

remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

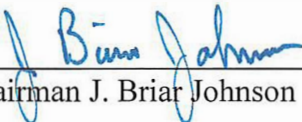
8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

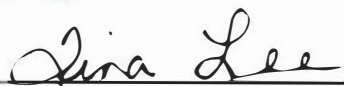
Pike County, Georgia

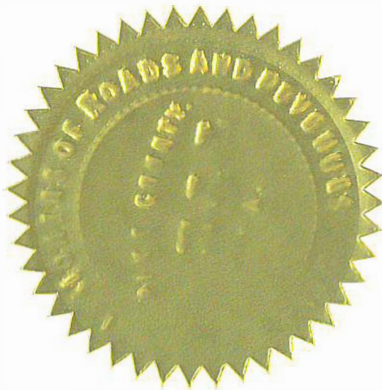
City of Molena

By: 
Chairman J. Briar Johnson

By: 
Mayor Joyce Corley

Attest: 
Angela Blount
County Clerk

Attest: 
Tina Lee
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Williamson**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to “Pike County”), is entered as of the 28 day of February 2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Williamson, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Williamson, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of

Williamson in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Williamson in an effort to avoid the duplication of services, to provide adequate services to the citizens of Williamson, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Williamson;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Williamson hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to

provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Meansville, Molena, Williamson, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements,

or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Williamson or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Williamson of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Williamson on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as “construction not subject to impact fees.”

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Williamson and as may be otherwise requested by the City of Williamson and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building

and development and related code(s). Code enforcement as contemplated by this agreement does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Williamson may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Williamson.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Williamson shall be initially submitted to the City of Williamson along with all city administrative and review fees that may apply. Once the City and or authorized city

officials have reviewed the application and collected the city administrative and/or review fees, the City will refer the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuance of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to

accommodate City's utility infrastructure so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the

Pike County Development Impact Fee ordinance. It is understood by the parties that no later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and

expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Williamson authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Williamson including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Williamson.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Williamson pursuant to this Agreement shall include the standard fees assessed by the County for such services. The

City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Williamson:

Mayor
City of Williamson
P.O. 9
71 Midland Street
Williamson, Georgia 30292

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable

for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:


Pike County, Georgia

City of Williamson

By: 
Chairman J. Briar Johnson

By: 
Mayor Steve Fry

Attest: 
Angela Blount
County Clerk

Attest: 
Pamela Schoentag
City Clerk



(SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY	Service: BUSINESS LICENSING
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1. Check the box that best describes the agreed upon delivery arrangement for this service:

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

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

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

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

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

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

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	PERMIT FEES
CONCORD	PERMIT FEES
MEANSBVILLE	PERMIT FEES
MOLENA	PERMIT FEES
WILLIAMSON	PERMIT FEES
ZEBULON	PERMIT FEES

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

NO CHANGE ARRANGED

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

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

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

NO CHNAGES ANTICIPTED

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 7, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
DAVID ALLEN, PLANNING & DEVELOPMENT DEPARTMENT HEAD



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: Code Enforcement

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fee, Fines, Forfeitures, Intergovernmental Agreement
Zebulon	General Fund, User Fee, Fines, Forfeitures

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

The City of Zebulon will now be conducting Code Enforcement for the City of Zebulon. Pike will continue to service all other municipalities and unincorporated areas through the Intergovernmental Agreements.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County & City of Williamson	2/1/2023-TBD
Intergovernmental Agreement	Pike County & City of Meansville	9/13/2017-TBD
Intergovernmental Agreement	Pike County & City of Molena	2/1/2023-TBD
Intergovernmental Agreement	Pike County & City of Concord	2/1/2023-TBD

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

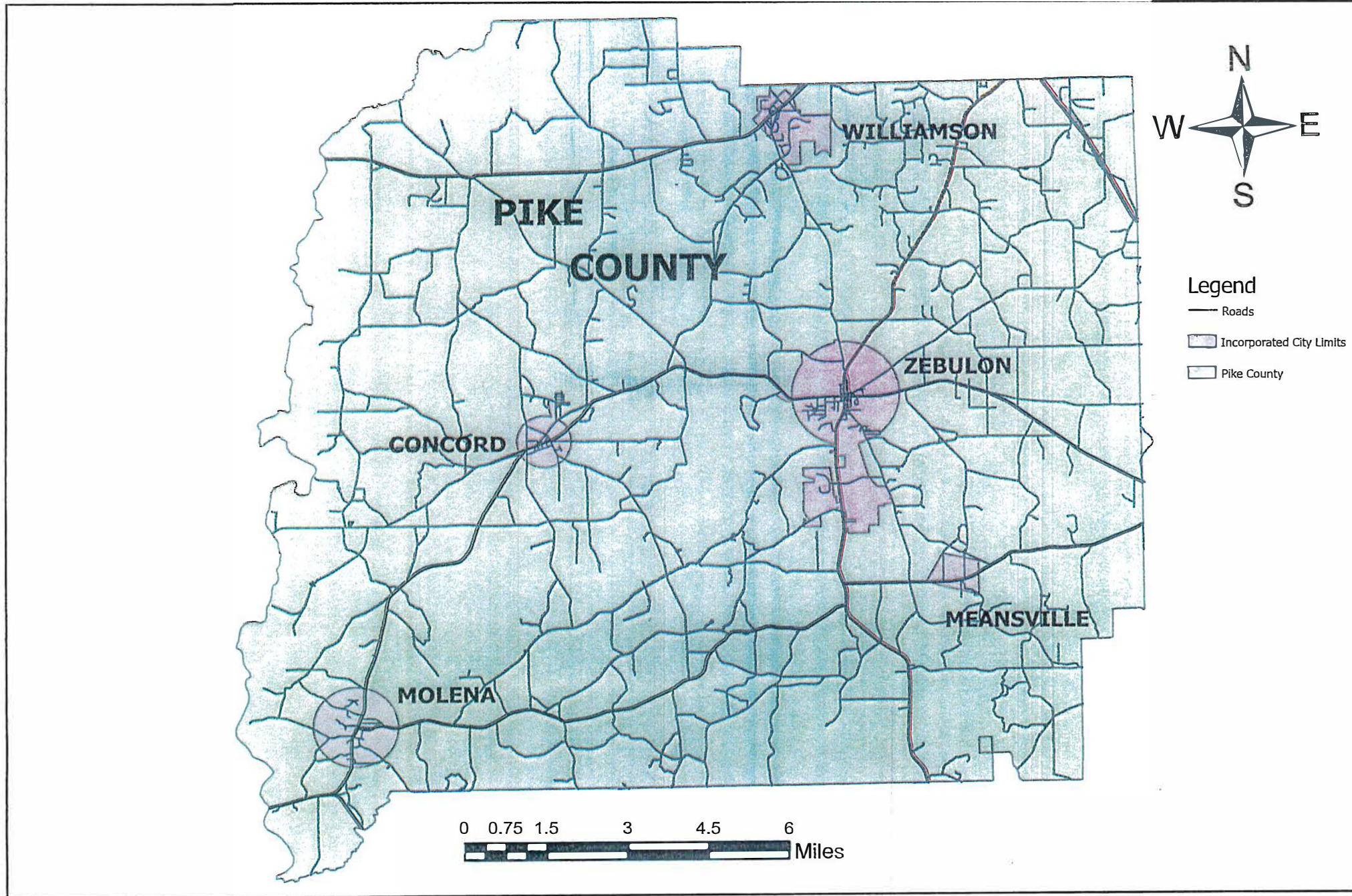
N/A

7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

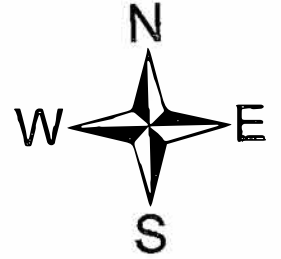
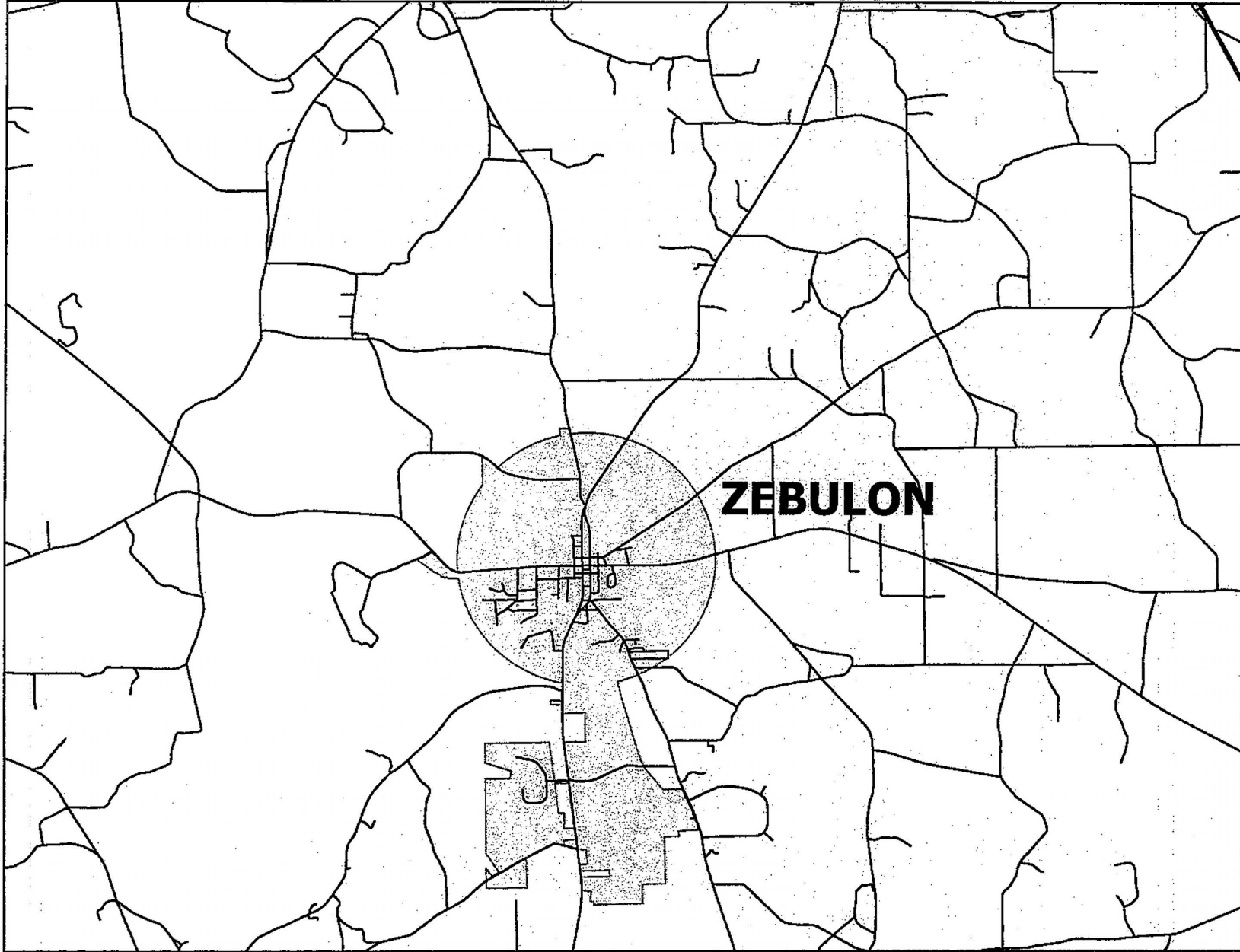
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:
TYPE CONTACT NAME, TITLE & PHONE HERE

Service Delivery Areas Pike County

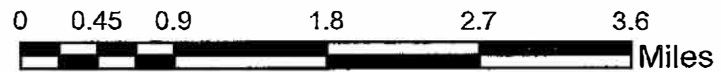


Service Delivery Areas City of Zebulon



Legend

- Roads
- Incorporated City Limits
- Pike County



STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Concord**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County,

Georgia, (hereinafter referred to “Pike County”), is entered as of the 28 day of February

_____2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Concord, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of Concord

in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Concord in an effort to avoid the duplication of services, to provide adequate services to the citizens of Concord, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Concord hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the

incorporated municipalities of Concord, Meansville, Molena, Concord, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of

the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Concord or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Concord of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Concord on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as "construction not subject to impact fees."

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Concord and as may be otherwise requested by the City of Concord and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building and development and related code(s). Code enforcement as contemplated by this agreement

does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Concord may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Concord.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Concord shall be initially submitted to the City of Concord along with all city administrative and review fees that may apply. Once the City and or authorized city officials have reviewed the application and collected the city administrative and/or review fees, the City will refer

the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuance of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not

obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no

later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of

additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Concord authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Concord including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Concord.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees assessed by the County for such services. The City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the

application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Concord:

Mayor John Strickland
City of Concord
P.O. 175
50 Main Street
Concord, Georgia 30206

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable

for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia

City of Concord

By: J. Brian Johnson
Chairman J. Brian Johnson

By: John Strickland
Mayor John Strickland

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Anita Neath
Anita Neath
City Clerk



STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Molena**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to “Pike County”), is entered as of the ²³ day of February 2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Molena, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Molena, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of Molena

in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Molena in an effort to avoid the duplication of services, to provide adequate services to the citizens of Molena, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Molena;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Molena hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the

incorporated municipalities of Molena, Meansville, Molena, Molena, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of

the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Molena or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Molena of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Molena on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as "construction not subject to impact fees."

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Molena and as may be otherwise requested by the City of Molena and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building and development and related code(s). Code enforcement as contemplated by this agreement

does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Molena may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Molena.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Molena shall be initially submitted to the City of Molena along with all city administrative and review fees that may apply. Once the City and or authorized city officials have reviewed the application and collected the city administrative and/or review fees, the City will refer

the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not

obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no

later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of

additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Molena authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Molena including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Molena.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Molena pursuant to this Agreement shall include the standard fees assessed by the County for such services. The City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the

application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Molena:

Mayor Joyce Corley
City of Molena
10 Spring Road
Molena, Georgia 30292

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the

remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

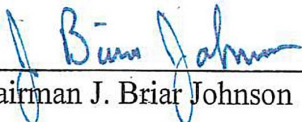
8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

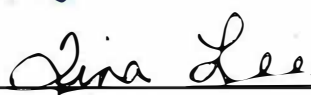
Pike County, Georgia

City of Molena

By: 
Chairman J. Briar Johnson

By: 
Mayor Joyce Corley

Attest: 
Angela Blount
County Clerk

Attest: 
Tina Lee
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Williamson**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to “Pike County”), is entered as of the 28 day of February 2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Williamson, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Williamson, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of

Williamson in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Williamson in an effort to avoid the duplication of services, to provide adequate services to the citizens of Williamson, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Williamson;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Williamson hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to

provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Meansville, Molena, Williamson, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements,

or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Williamson or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Williamson of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Williamson on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as "construction not subject to impact fees."

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Williamson and as may be otherwise requested by the City of Williamson and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building

and development and related code(s). Code enforcement as contemplated by this agreement does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Williamson may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Williamson.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Williamson shall be initially submitted to the City of Williamson along with all city administrative and review fees that may apply. Once the City and or authorized city

officials have reviewed the application and collected the city administrative and/or review fees, the City will refer the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuance of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to

accommodate City's utility infrastructure so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the

Pike County Development Impact Fee ordinance. It is understood by the parties that no later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and

expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Williamson authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Williamson including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Williamson.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Williamson pursuant to this Agreement shall include the standard fees assessed by the County for such services. The

City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Williamson:

Mayor
City of Williamson
P.O. 9
71 Midland Street
Williamson, Georgia 30292

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable

for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

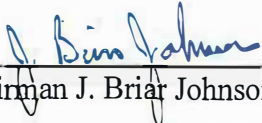
8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.


SO EXECUTED BY:

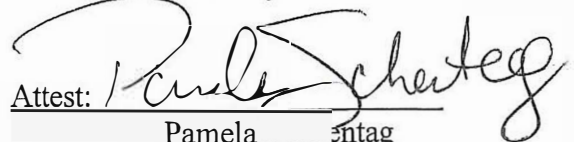
Pike County, Georgia

City of Williamson

By: 
Chairman J. Briar Johnson

By: 
Mayor Steve Fry

Attest: 
Angela Blount
County Clerk

Attest: 
Pamela Montag
City Clerk



(SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: CORONER SERVICES

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND
Type Gov't/Authority Name Here	

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

NO CHANGES ARRANGED

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 10, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
TERRELL MOODY, CORONER (770) 567-8642



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: PIKE COUNTY

Service: DOWNTOWN DEVELOPMENT

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Zebulon	General Fund
City of Molena	Gneral Fund
City of Concord	General Fund

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

NO CHNAGES ARRANGED FOR

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

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

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

7. Person completing form: **Stephen A. Marro, County Manager**
 Phone number: **(770) 567-3406** Date completed: August 7, 2009

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

If not, provide designated contact person(s) and phone number(s) below:
MIKE BERES, MAYOR, CITY OF ZEBULON



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE

Service: E-911 Emergency Communications

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fee, Intergovernmental Agreement
Zebulon	General Fund, User Fee
Molena	General Fund, User Fee

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County & City of Molena	2/1/2023
Intergovernmental Agreement	Pike County & City of Zebulon	2/1/2023

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

7. Person completing form: **Brandon Rogers**

Phone number: **770-567-3406** Date completed: February 28, 2023

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

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

TYPE CONTACT NAME, TITLE & PHONE HERE

E-911 Cost for Pike, Molena, Zebulon						
<i>Period of Time 3-1-2021 to 2-28-2022</i>						
E-911 Budget						
Expenses	\$ 783,127.00					
Revenue	\$ 380,015.00					
Difference	\$ 403,112.00					
Law Enforcement Calls	Total	3-1 to 6-30	7-1 to 9-30	10-1 to 12-31	1-1 to 2-28	% of Law Calls for Each Municipality
Molena	573	105	74	105	289	3%
Zebulon	4774	1521	1521	1128	604	26%
Pike	13136	4405	4479	1643	2609	71%
	18483					
Total Calls to 911 3-1 to 2-28	19802					
Percent of Calls that are Law	93.34%					
Budget Difference	\$ 403,112.00					
% of Law calls	93.34%					
Remaing Balance once Fire and Ambulance Calls are Removed	\$ 376,260.94					
Difference of Remaing Balance needing to be covered by each Municipality						
Molena	\$ 376,260.94	3%	\$ 11,664.64			
Zebulon	\$ 376,260.94	26%	\$ 97,184.97			
Pike	\$ 376,260.94	71%	\$ 267,411.33			
			\$ 376,260.94			



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: PIKE COUNTY	Service: <i>ELECTIONS general, other</i>
---------------------	--

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUNDS

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

NO CHANGE ARRANGED

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

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

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

VOTING STATIONS ARE PROVIDED IN EACH CITY AND VARIOUS OTHER LOCATIONS WITHIN THE COUNTY

7. Person completing form: **Stephen A. Marro, County Manager**
 Phone number: **(770) 567-3406** Date completed: August 7, 2009

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

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



SERVICE DELIVERY STRATEGY

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COUNTY:PIKE COUNTY

Service: ELECTIONS mayors and city councils

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUNDS

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

NO CHANGE ARRANGED

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

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

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

VOTING STATIONS ARE PROVIDED IN EACH CITY AND VARIUOS OTHER LOCATIONS WITHIN THE COUNTY

7. Person completing form: **Stephen A. Marro, County Manager**
 Phone number: **(770) 567-3406** Date completed: August 7, 2009

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: **PIKE COUNTY**

Service: **EMERGENCY MANAGEMENT**

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND

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

NO CHANGE ARRANGED

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 10, 1009**

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: **PIKE COUNTY**

Service: **EXTENSION SERVICES**

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND

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

NO CHANGES ARRANGED

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 10, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
MS. HERLEN CARTER, COUNTY AGENT, (770) 567-2010



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: Fire Protection

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

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

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

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

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

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

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

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, Intergovernmental Agreement
Meansville	General Fund

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

Updated Automatic Aid Agreement with the City of Meansville.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County & City of Williamson	8/13/1988-TBD
Intergovernmental Agreement	Pike County & City of Zebulon	8/11/1988-TBD
Intergovernmental Agreement	Pike County & City of Meansville	8/11/1988-TBD
Intergovernmental Agreement	Pike County & City of Molena	8/11/1988-TBD
Intergovernmental Agreement	Pike County & City of Concord	8/11/1988-TBD
Automatic Aid Agreement	Pike County & City of Meansville	2/1/2023-TBD

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

N/A

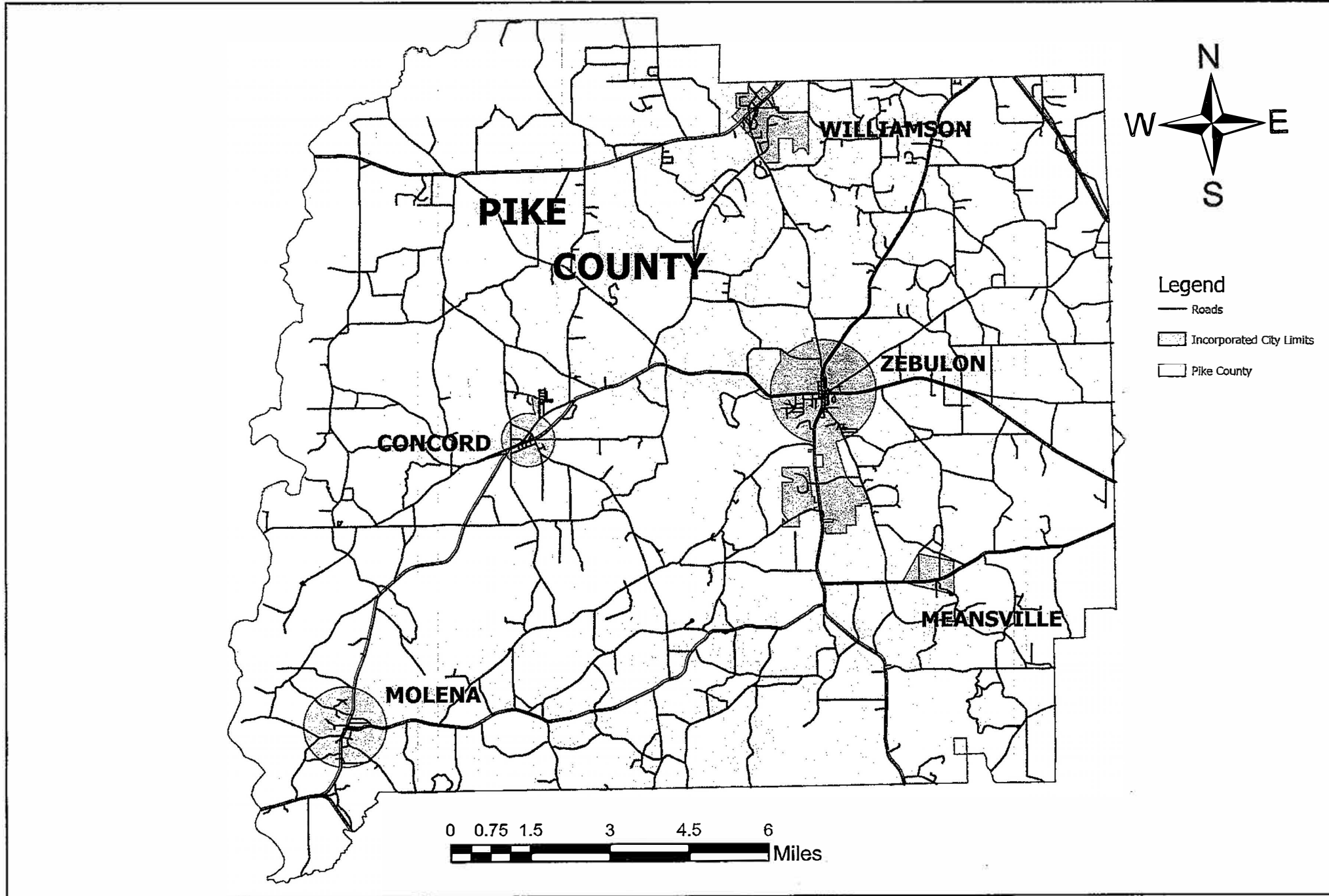
7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

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

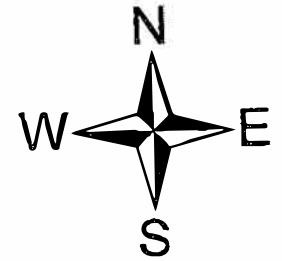
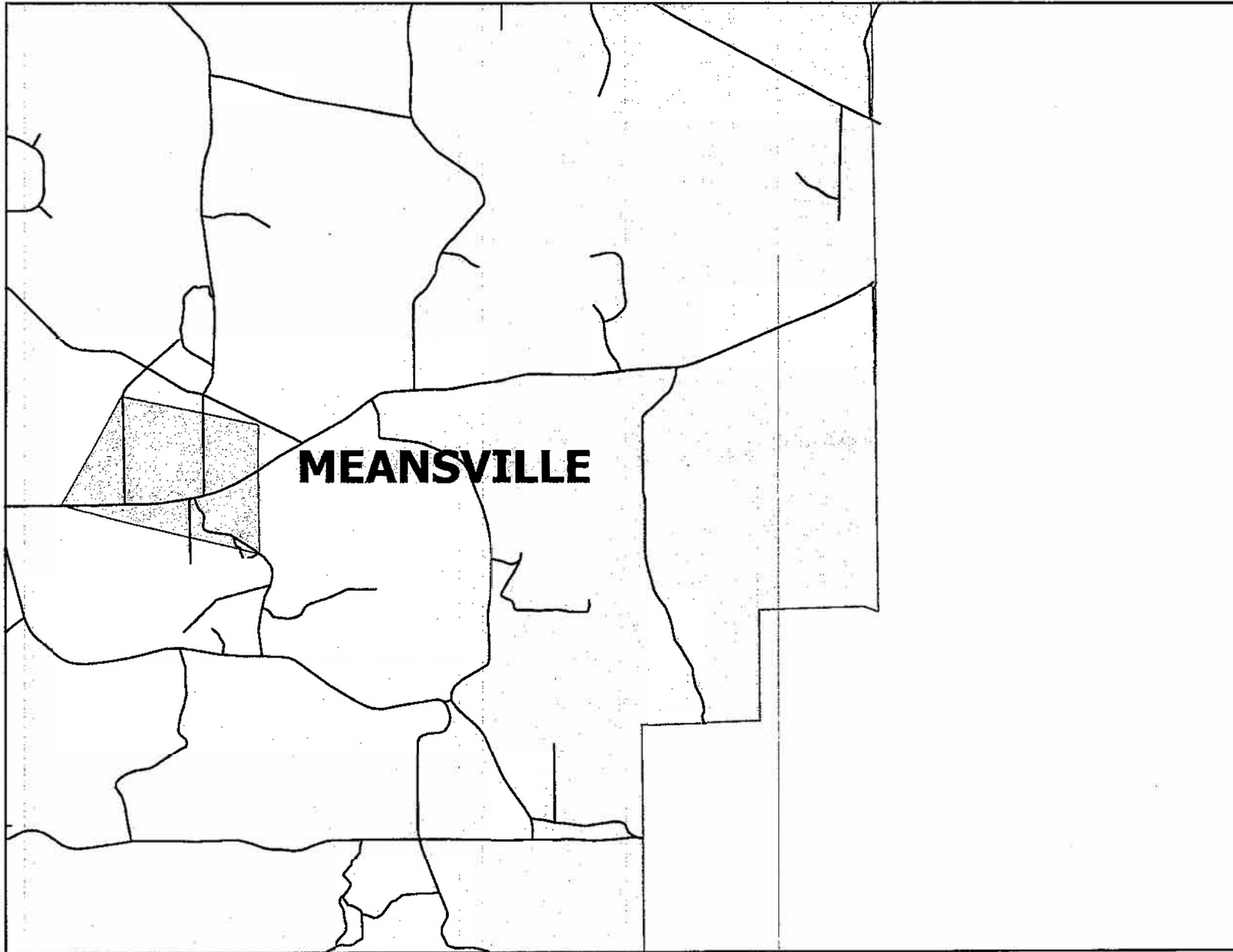
If not, provide designated contact person(s) and phone number(s) below:

TYPE CONTACT NAME, TITLE & PHONE HERE



Service Delivery Areas Pike County

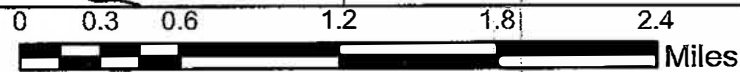


Service Delivery Areas City of Meansville



Legend

- Roads
-  Incorporated City Limits
-  Pike County



**2023 UPDATED AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION SERVICES BETWEEN PIKE COUNTY, GEORGIA
AND THE CITY OF MEANSVILLE, GEORGIA**

WHEREAS, Pike County provides emergency services including fire protection services throughout the geographical boundaries of Pike County, Georgia;

WHEREAS, the City of Meansville is a duly incorporated municipality located within the geographical boundaries of Pike County, Georgia;

WHEREAS, the City of Meansville operates and maintains the Meansville Fire Department that also provides emergency services including fire protection services within the geographical boundaries of Meansville, Georgia;

WHEREAS, Pike County, Georgia and the City of Meansville, Georgia desire to enter into this Automatic Aid Agreement to provide for the implementation and clarification of procedures related to the provision of automatic assistance responses between Pike County Emergency Services including the Pike County Fire Department (hereinafter referred to as "Pike County") and the City of Meansville Fire Department (hereinafter referred to as "Meansville").

WHEREFORE, Pike County and Meansville agree as follows:

Amount and Type of Assistance

This Agreement is for the automatic exchange of fire and/or EMS services in the specified response areas. Fire and/or EMS services may include, but shall not be limited to services related to the following: structure fires, requests for emergency medical services, reported hazardous material incidents, smoke or odor investigations, motor vehicle crashes and any other incidents as may be deemed appropriate, particularly as may be related to calls received by the Pike County Communications Center.

Upon receipt of the call(s) related to the response areas contemplated by this Agreement, the Pike County Communications Center (911 Center) shall dispatch both Pike County and Meansville to the calls received at any time 24 hours a day and 7 days a week.

Dual Response Areas

This Agreement is intended for the provision of automatic aid between the parties for all addresses or occupancies within the geographical boundaries of both Pike County and the City of Meansville.

Notification of Inability to Respond

Either party will immediately notify the other party if said party is unable to respond or is otherwise not available or temporarily depleted.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed the chiefs of the respective departments or their respective designee(s).

The following topics may be utilized for the training with the understanding that the following list is not intended to be an exclusive/exhausted list of training topics:

- Apparatus Familiarization
- Coordination of Engine Companies and MICUs
- EMS Procedures
- Equipment/Minor Tools
- Incident Command System
- Communications
- Procedure Manual(s) or Protocols
- Tactics
- Use of Water Additives
- Water Management during Fire Incidents
- Additional subject matter based upon agreement between the chiefs of each department

The parties agree to not perform training of any type in the other party's jurisdiction without proper notification and obtaining written permission from the other party.

It is understood in connection with all training contemplated herein that all fire personnel shall be covered by the applicable insurance coverages of the respective parties, including but not limited to Workers' Compensation insurance and special fire protection services insurance.

Communications

Communications will be managed by Pike County E911. Communications from the Pike County E911 center to mobile units will be on frequencies as currently utilized by both departments.

All communications will utilize NIMS-compliant plain language, i.e., no "10 codes" will be used by either department.

Both parties will develop a standardized numbering system for both personnel and apparatus.

Any radios necessary for communications will be the responsibility of each department. Maintenance, programming, related training, and replacement of radios will be the responsibility of the department that owns the radios.

Incident Command

For all calls outside of the geographical boundaries of the City of Meansville, Pike County will assume command of the incident pursuant to the protocols adopted by Pike County.

For all calls within the geographical boundaries of the City of Meansville, in the event that Pike County is the first to arrive on scene, Pike County will assume command until such time the Chief of Pike County may deem it appropriate to transfer command to Meansville. If Meansville is the first to arrive on scene, then Meansville will assume command pursuant to the protocols adopted by Meansville.

For clarification purposes, the ranking officer of the respective departments that has assumed command of any incident pursuant to the protocols of this provision shall exercise sole control over all personnel on scene. This officer shall respond to requests based upon needs that are clearly communicated and received by their command officer(s).

Accountability of Personnel

Both parties recognize the inherent need for accountability of personnel on incident scenes. Each party will be responsible for utilizing their own accountability system at incident scenes.

To ensure the working knowledge of the accountability systems of the other party, both parties will provide the details of their respective accountability system to the other party in writing.

To prevent confusion related to administrative matters and/or on-scene incidents, fire personnel shall be considered as a member of only one department.

Identification of Personnel and Rank

Each party shall provide the other with a personnel roster to include radio numbers, ranks, and certification(s). Updated rosters will be provided to the other party in as timely a manner as possible.

The parties shall clarify with the other party any identifying insignia and/or equipment worn by personnel; which, may include, but is not limited to helmet placards, helmet stickers, identification tapes, helmet color, and/or helmet types.

Incident Reporting

Each department will be responsible for preparing reports for incidents within their respective jurisdictions. The assisting departments shall cooperate with the other party to provide any necessary information for the preparation of reports.

Reports shall be made available, free of charge, to the other party. Requests for reports will be filled within three (3) business days.

Insurance Services Organization (ISO) Rating

Each party is responsible for maintaining ratings as classified by the Insurance Services Organization (ISO). To this end, each department is responsible for the purchase and maintenance of all apparatus and equipment necessary to maintain ISO ratings.

Important to this agreement is the extension of ISO ratings to citizens across jurisdictional lines. Both parties shall provide necessary information to insurers and/or underwriters to benefit such citizens. Such requests will be filled within five (5) working days.

Billing of Third Parties

Neither party shall bill victims of fire, disaster, or conflagration outside of their respective jurisdictions related to fire protection services, damaged equipment, and/or depleted supplies; except, however, either party may attempt to bill for transporting persons in ambulance(s) that are owned and/or operated by either party.

Revisions

This Agreement may be revised or amended at any time by mutual agreement of Pike County and Meansville.

Termination

Either party may withdraw from or terminate this Agreement upon the provision of sixty (60) days prior written notice to the other party by certified mail.

Prior Agreements

This 2023 Updated Automatic Aid Agreement for Fire Protection Services is intended to supersede and replace all previous automatic aid agreements between the parties. This Agreement, however, is not intended to supersede or replace other intergovernmental agreements past, present or future between the parties that do not pertain specifically to the provision of automatic aid as set forth in this Agreement.

THIS AUTOMATIC AID AGREEMENT IS ENTERED INTO BY PIKE COUNTY AND MEANSVILLE AS EVIDENCED BY THE SIGNATURES BELOW:

(SIGNATURES ON FOLLOWING PAGE)

FOR PIKE COUNTY,



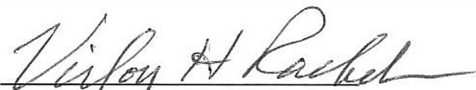
Briar Johnson, Chairman
Pike County Board of Commissioners

Attested to by:



Angela Blount, County Clerk

FOR THE CITY OF MEANSVILLE,



Virlon Rachels, Mayor

Attested to by:



Jerome Finley, City Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: *Housing Revitalization*

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

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

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

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

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Pike County; Cities of Concord; Meansville; Molena; Williamson; Zebulon**

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	Grant Funds
Concord	Grant Funds
Meansville	Grant Funds
Molena	Grant Funds
Williamson	Grant Funds
Zebulon	Grant Funds

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

Housing Revitalization is new service being included in the SDS. Funding sources for this service will be provided through available grant programs.

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

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

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

N/A

7. Person completing form: Bobby Bickley
 Phone number: 770-567-3406 Date completed: 1-31-2019

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: *INDIGENT DEFENSE*

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND

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

THE PUBLIC DEFENDER PROGRAM WENT INTO EFFECT 1/01/2005. THE STATE WILL PROVIDE FOR SUPERIOR COURT FUNDING AND THE COUNTY WILL PROVIDE FUNDING BY CONTRACT WITH THE PUBLIC DEFENDER'S OFFICE FOR MAGISTRATE, PROBATE AND JUVENILE COURTS.

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: (770) 567-3406 Date completed: AUGUST 7, 2009

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

If not, provide designated contact person(s) and phone number(s) below:
JOE SAIA, (770) 567-2234



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: **INDUSTRIAL DEVELOPMENT**

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FIUNDS

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

No change to previous strategies

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

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

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

7. Person completing form: **STEPHEN A. MARRO, CUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 7, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
MS. KAREN BROWN, EXECUTIVE DIRECTOR, IDA



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: JAIL OPERATIONS

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund

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

No changes arranged

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

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

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

Provide Details Here

7. Person completing form: **Stephen A. Marro, County Manager**
 Phone number: **(770) 567-3406** Date completed: August 7, 2009

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

If not, provide designated contact person(s) and phone number(s) below:
SHERIFF JIMMY THOMAS, (770) 567-8431



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: JUVENILE COURT

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND, FINES, AND FORFEITURES

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

NO CHANGE IN ARRANGEMENTS

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 7, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
MS. CAROLYN WILLIAMS, (770) 567-2000



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: LAW ENFORCEMENT

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

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

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

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

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

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

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

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUNDS, FINES AND FORFEITURES
MOLENA	GENERAL FUNDS, FINES AND FORFEITURES
ZEBULON	GENERAL FUNDS, FINES AND FORFEITURES

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

PIKE COUNTY PROVIDES LAW ENFORCEMENT TO CONCORD, MEANSVILLE AND WILLIAMSON.

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 10, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
SHERIFF JIMMY THOMAS, (770) 567-8426



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: Library

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

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

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

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

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

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

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

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, Fees
Williamson	General Fund, Fees

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

Added new facility operated by the City of Williamson

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

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

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

N/A

7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

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

If not, provide designated contact person(s) and phone number(s) below:
TYPE CONTACT NAME, TITLE & PHONE HERE



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: *MAGISTRATE COURT*

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND, FINES, AND FORFEITURES

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

NO CHANGE ARRANGED

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGSUT 7, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
MS. PRISCILLA KILLINGSWORTH, (770) 567-2004



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: *Parks and Recreation*

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

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

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

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

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Pike County, City of Williamson, City of Molena, City of Zebulon, City of Meansville, City of Concord**

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

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

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, Fees
Williamson	General Fund, Fees
Molena	General Fund, Fees
Zebulon	General Fund, Fees
Meansville	General Fund, Fees
Concord	General Fund, Fees

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

Updated to show each municipality as operating its own Parks.

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

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

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

N/A

7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

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

If not, provide designated contact person(s) and phone number(s) below:
TYPE CONTACT NAME, TITLE & PHONE HERE



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: Public Works

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, Fees, Grant
Williamson	General Fund, Fees, Grant
Molena	General Fund, Fees, Grant
Zebulon	General Fund, Fees, Grant
Meansville	General Fund, Fees, Grant
Concord	General Fund, Fees, Grant

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

Updated Intergovernmental Agreements

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County and City of Concord	2/1/2023-TBD
Intergovernmental Agreement	Pike County and City of Meansville	2/1/2023-TBD
Intergovernmental Agreement	Pike County and City of Molena	2/1/2023-TBD
Intergovernmental Agreement	Pike County and City of Williamson	2/1/2023-TBD
Intergovernmental Agreement	Pike County and City of Zebulon	2/1/2023-TBD

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

N/A

7. Person completing form: **Brandon Rogers**

Phone number: **770-567-3406** Date completed: February 28, 2023

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

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

TYPE CONTACT NAME, TITLE & PHONE HERE

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD, GEORGIA, REGARDING PUBLIC WORKS SERVICES RELATED TO CITY STREETS, RIGHT OF WAYS, AND SPECIAL PROJECTS.

This Intergovernmental Agreement is entered this the 28 day of February, 2023 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Concord**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Concord (hereinafter referred to as “Concord”).

WHEREAS, Pike County has an active public works department that performs services related to streets, rights of way as well, and special public works projects;

WHEREAS, the City of Concord does not have an active public works department at this time;

WHEREAS, the local governments of Pike County and the City of Concord, Georgia, desire to enter this Agreement for the provision of services by Pike County in connection with City streets, rights of way, and special projects while avoiding the duplication of services by the local governments and the double taxation of the citizens of Concord and Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Concord intend to specify and detail through this

Intergovernmental Agreement for the provision of services by Pike County, Georgia, in connection with City streets, rights of way, and special projects as specifically set forth in in this Agreement;

NOW, THEREFORE, Pike County and the City of Concord, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall provide services to the City of Concord related to City streets, rights of way, and special projects as follows:

1.

SERVICES RELATED TO CITY STREETS AND RIGHTS OF WAYS

Upon request, Pike County, subject to availability, may provide public works services including, but not limited to, paving, patching, ditching, grading, or other services related to streets and rights of way, to the City of Concord. The parties agree that the City of Concord will pay for the cost of the materials and that Pike County will be responsible for the services including the employees and equipment.

2.

SPECIAL PROJECTS

The City may request Pike County to assist with special projects that are not considered services related to City Streets and Rights of Way as contemplated in paragraph 1 of this Agreement. Any such special project is acknowledged by the parties as a higher level of service to be provided by Pike County above and beyond the “base” services provided by the Pike County Public Works in connection with the services contemplated in paragraph 1 above. Accordingly, the City of Concord agrees that the services

contemplated in connection with special projects would normally be the responsibility of the City of Concord and the Concord Public Works Department. Accordingly, in connection with special projects to be performed by Pike County within the city limits of Concord for the direct benefit of the City of Concord, the City agrees to pay Pike County the cost of materials for the special project, any equipment rental costs needed for the special project, and the reasonable cost of labor, which shall be calculated by the Pike County Manager using the average wage of the personnel required for the special project. The County Manager shall provide the City with a cost estimate for the special project so that the City may make payment arrangements for the special project. The payment schedule shall be agreed upon by the parties by separate written agreement, which shall not require any further modification of this Agreement.

3.

COMMUNICATIONS

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the Mayor of the City of Concord.

4

MISCELLANEOUS PROVISIONS

A. **Term and Termination.** This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

B. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

C. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

D. **Construction under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

E. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Concord, Georgia 30295

As to City of Concord:

Attn: Mayor John Strickland
City of Concord
PO Box 175
50 Main Street
Concord, GA 30206

F. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

G. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

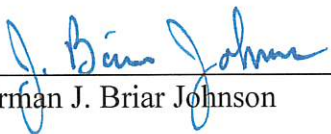
H. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

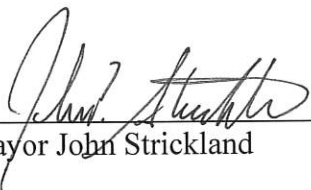
IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:


SO EXECUTED AND ATTESTED TO BY:

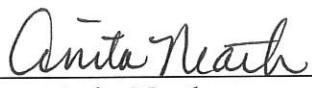
Pike County, Georgia

City of Concord

By: 
Chairman J. Briar Johnson

By: 
Mayor John Strickland

Attest: 
Angela Blount
County Clerk

Attest: 
Anita Neath
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MEANSVILLE, GEORGIA, REGARDING PUBLIC WORKS SERVICES RELATED TO CITY STREETS, RIGHT OF WAYS, AND SPECIAL PROJECTS.

This Intergovernmental Agreement is entered this the 28 day of February, 20 23 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Meansville**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Meansville (hereinafter referred to as “Meansville”).

WHEREAS, Pike County has an active public works department that performs services related to streets, rights of way as well, and special public works projects;

WHEREAS, the City of Meansville does not have an active public works department at this time;

WHEREAS, the local governments of Pike County and the City of Meansville, Georgia, desire to enter this Agreement for the provision of services by Pike County in connection with City streets, rights of way, and special projects while avoiding the duplication of services by the local governments and the double taxation of the citizens of Meansville and Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Meansville intend to specify and detail through this

Intergovernmental Agreement for the provision of services by Pike County, Georgia, in connection with City streets, rights of way, and special projects as specifically set forth in in this Agreement;

NOW, THEREFORE, Pike County and the City of Meansville, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall provide services to the City of Meansville related to City streets, rights of way, and special projects as follows:

1.

SERVICES RELATED TO CITY STREETS AND RIGHTS OF WAYS

Upon request, Pike County, subject to availability, may provide public works services including, but not limited to, paving, patching, ditching, grading, or other services related to streets and rights of way, to the City of Meansville. The parties agree that the City of Meansville will pay for the cost of the materials and that Pike County will be responsible for the services including the employees and equipment.

2.

SPECIAL PROJECTS

The City may request Pike County to assist with special projects that are not considered services related to City Streets and Rights of Way as contemplated in paragraph 1 of this Agreement. Any such special project is acknowledged by the parties as a higher level of service to be provided by Pike County above and beyond the "base" services provided by the Pike County Public Works in connection with the services contemplated in paragraph 1 above. Accordingly, the City of Meansville agrees that the services

contemplated in connection with special projects would normally be the responsibility of the City of Meansville and the Meansville Public Works Department. Accordingly, in connection with special projects to be performed by Pike County within the city limits of Meansville for the direct benefit of the City of Meansville, the City agrees to pay Pike County the cost of materials for the special project, any equipment rental costs needed for the special project, and the reasonable cost of labor, which shall be calculated by the Pike County Manager using the average wage of the personnel required for the special project. The County Manager shall provide the City with a cost estimate for the special project so that the City may make payment arrangements for the special project. The payment schedule shall be agreed upon by the parties by separate written agreement, which shall not require any further modification of this Agreement.

3.

COMMUNICATIONS

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the Mayor of the City of Meansville.

4

MISCELLANEOUS PROVISIONS

A. **Term and Termination.** This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

B. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

C. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

D. **Construction under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

E. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Meansville, Georgia 30295

As to City of Meansville:

Attn: Mayor Virlon Rachels
City of Meansville
41 Means Street
Meansville, GA 30256

F. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

G. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

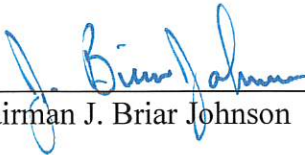
H. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED AND ATTESTED TO BY:

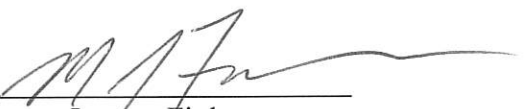
Pike County, Georgia

City of Meansville

By: 
Chairman J. Briar Johnson

By: 
Mayor Virlon Rachels

Attest: 
Angela Blount
County Clerk

Attest: 
Jerome Finley
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF ZEBULON, GEORGIA, REGARDING PUBLIC WORKS SERVICES RELATED TO CITY STREETS, RIGHT OF WAYS, AND SPECIAL PROJECTS.

This Intergovernmental Agreement is entered this the 28 day of February, 20 23 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Zebulon**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Zebulon (hereinafter referred to as “Zebulon”).

WHEREAS, Pike County has an active public works department that performs services related to streets, rights of way as well, and special public works projects;

WHEREAS, the City of Zebulon does not have an active public works department at this time;

WHEREAS, the local governments of Pike County and the City of Zebulon, Georgia, desire to enter this Agreement for the provision of services by Pike County in connection with City streets, rights of way, and special projects while avoiding the duplication of services by the local governments and the double taxation of the citizens of Zebulon and Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Zebulon intend to specify and detail through this

Intergovernmental Agreement for the provision of services by Pike County, Georgia, in connection with City streets, rights of way, and special projects as specifically set forth in this Agreement;

NOW, THEREFORE, Pike County and the City of Zebulon, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall provide services to the City of Zebulon related to City streets, rights of way, and special projects as follows:

1.

SERVICES RELATED TO CITY STREETS AND RIGHTS OF WAYS

Upon request, Pike County, subject to availability, may provide public works services including, but not limited to, paving, patching, ditching, grading, or other services related to streets and rights of way, to the City of Zebulon. The parties agree that the City of Zebulon will pay for the cost of the materials and that Pike County will be responsible for the services including the employees and equipment.

2.

SPECIAL PROJECTS

The City may request Pike County to assist with special projects that are not considered services related to City Streets and Rights of Way as contemplated in paragraph 1 of this Agreement. Any such special project is acknowledged by the parties as a higher level of service to be provided by Pike County above and beyond the "base" services provided by the Pike County Public Works in connection with the services contemplated in paragraph 1 above. Accordingly, the City of Zebulon agrees that the services

contemplated in connection with special projects would normally be the responsibility of the City of Zebulon and the Zebulon Public Works Department. Accordingly, in connection with special projects to be performed by Pike County within the city limits of Zebulon for the direct benefit of the City of Zebulon, the City agrees to pay Pike County the cost of materials for the special project, any equipment rental costs needed for the special project, and the reasonable cost of labor, which shall be calculated by the Pike County Manager using the average wage of the personnel required for the special project. The County Manager shall provide the City with a cost estimate for the special project so that the City may make payment arrangements for the special project. The payment schedule shall be agreed upon by the parties by separate written agreement, which shall not require any further modification of this Agreement.

3.

COMMUNICATIONS

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the Mayor of the City of Zebulon.

4

MISCELLANEOUS PROVISIONS

A. **Term and Termination.** This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

B. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

C. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

D. **Construction under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

E. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Zebulon:

Attn: Mayor Joseph H. Walter
City of Zebulon
PO Box 385
7818 Highway 19 S.
Zebulon, GA 30295

F. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

G. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

H. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED AND ATTESTED TO BY:

Pike County, Georgia

City of Zebulon

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Joseph H. Walter
Mayor Joseph H. Walter

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Amanda Burbage
Amanda Burbage
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA, GEORGIA, REGARDING PUBLIC WORKS SERVICES RELATED TO CITY STREETS, RIGHT OF WAYS, AND SPECIAL PROJECTS.

This Intergovernmental Agreement is entered this the 28 day of February, 20 23 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Molena**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Molena (hereinafter referred to as “Molena”).

WHEREAS, Pike County has an active public works department that performs services related to streets, rights of way as well, and special public works projects;

WHEREAS, the City of Molena does not have an active public works department at this time;

WHEREAS, the local governments of Pike County and the City of Molena, Georgia, desire to enter this Agreement for the provision of services by Pike County in connection with City streets, rights of way, and special projects while avoiding the duplication of services by the local governments and the double taxation of the citizens of Molena and Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Molena intend to specify and detail through this

Intergovernmental Agreement for the provision of services by Pike County, Georgia, in connection with City streets, rights of way, and special projects as specifically set forth in in this Agreement;

NOW, THEREFORE, Pike County and the City of Molena, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall provide services to the City of Molena related to City streets, rights of way, and special projects as follows:

1.

SERVICES RELATED TO CITY STREETS AND RIGHTS OF WAYS

Upon request, Pike County, subject to availability, may provide public works services including, but not limited to, paving, patching, ditching, grading, or other services related to streets and rights of way, to the City of Molena. The parties agree that the City of Molena will pay for the cost of the materials and that Pike County will be responsible for the services including the employees and equipment.

2.

SPECIAL PROJECTS

The City may request Pike County to assist with special projects that are not considered services related to City Streets and Rights of Way as contemplated in paragraph 1 of this Agreement. Any such special project is acknowledged by the parties as a higher level of service to be provided by Pike County above and beyond the "base" services provided by the Pike County Public Works in connection with the services contemplated in paragraph 1 above. Accordingly, the City of Molena agrees that the services

contemplated in connection with special projects would normally be the responsibility of the City of Molena and the Molena Public Works Department. Accordingly, in connection with special projects to be performed by Pike County within the city limits of Molena for the direct benefit of the City of Molena, the City agrees to pay Pike County the cost of materials for the special project, any equipment rental costs needed for the special project, and the reasonable cost of labor, which shall be calculated by the Pike County Manager using the average wage of the personnel required for the special project. The County Manager shall provide the City with a cost estimate for the special project so that the City may make payment arrangements for the special project. The payment schedule shall be agreed upon by the parties by separate written agreement, which shall not require any further modification of this Agreement.

3.

COMMUNICATIONS

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the Mayor of the City of Molena.

4

MISCELLANEOUS PROVISIONS

A. **Term and Termination.** This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

B. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

C. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

D. **Construction under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

E. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Molena, Georgia 30295

As to City of Molena:

Attn: Mayor Joyce Corley
City of Molena
10 Spring Street
Molena, GA 30258

F. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

G. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

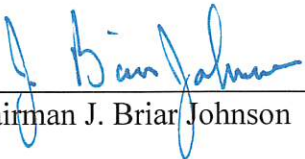
H. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

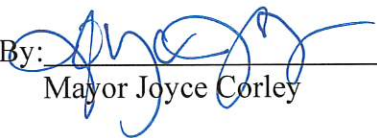
IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:


SO EXECUTED AND ATTESTED TO BY:


Pike County, Georgia

City of Molena

By: 
Chairman J. Briar Johnson

By: 
Mayor Joyce Corley

Attest: 
Angela Blount
County Clerk

Attest: 
Tina Lee
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2023 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON, GEORGIA, REGARDING PUBLIC WORKS SERVICES RELATED TO CITY STREETS, RIGHT OF WAYS, AND SPECIAL PROJECTS.

This Intergovernmental Agreement is entered this the 28 day of February, 2023 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Williamson**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Williamson (hereinafter referred to as “Williamson”).

WHEREAS, Pike County has an active public works department that performs services related to streets, rights of way as well, and special public works projects;

WHEREAS, the City of Williamson does not have an active public works department at this time;

WHEREAS, the local governments of Pike County and the City of Williamson, Georgia, desire to enter this Agreement for the provision of services by Pike County in connection with City streets, rights of way, and special projects while avoiding the duplication of services by the local governments and the double taxation of the citizens of Williamson and Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Williamson intend to specify and detail through this

Intergovernmental Agreement for the provision of services by Pike County, Georgia, in connection with City streets, rights of way, and special projects as specifically set forth in in this Agreement;

NOW, THEREFORE, Pike County and the City of Williamson, in exchange of good and adequate consideration the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Pike County shall provide services to the City of Williamson related to City streets, rights of way, and special projects as follows:

1.

SERVICES RELATED TO CITY STREETS AND RIGHTS OF WAYS

Upon request, Pike County, subject to availability, may provide public works services including, but not limited to, paving, patching, ditching, grading, or other services related to streets and rights of way, to the City of Williamson. The parties agree that the City of Williamson will pay for the cost of the materials and that Pike County will be responsible for the services including the employees and equipment.

2.

SPECIAL PROJECTS

The City may request Pike County to assist with special projects that are not considered services related to City Streets and Rights of Way as contemplated in paragraph 1 of this Agreement. Any such special project is acknowledged by the parties as a higher level of service to be provided by Pike County above and beyond the "base" services provided by the Pike County Public Works in connection with the services contemplated in paragraph 1 above. Accordingly, the City of Williamson agrees that the services

contemplated in connection with special projects would normally be the responsibility of the City of Williamson and the Williamson Public Works Department. Accordingly, in connection with special projects to be performed by Pike County within the city limits of Williamson for the direct benefit of the City of Williamson, the City agrees to pay Pike County the cost of materials for the special project, any equipment rental costs needed for the special project, and the reasonable cost of labor, which shall be calculated by the Pike County Manager using the average wage of the personnel required for the special project. The County Manager shall provide the City with a cost estimate for the special project so that the City may make payment arrangements for the special project. The payment schedule shall be agreed upon by the parties by separate written agreement, which shall not require any further modification of this Agreement.

3.

COMMUNICATIONS

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the Mayor of the City of Williamson.

4

MISCELLANEOUS PROVISIONS

A. **Term and Termination.** This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

B. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

C. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

D. **Construction under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

E. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Williamson, Georgia 30295

As to City of Williamson:

Attn: Mayor
City of Williamson
PO Box 9
71 Midland Street
Williamson, GA 30295

F. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

G. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

H. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED AND ATTESTED TO BY:

Pike County, Georgia

City of Williamson

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Steve Fry
Mayor Steve Fry

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Pamela Schoentag
Pamela Schoentag
City Clerk



(SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: *Planning and Zoning*

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, Fees, Intergovernmental Agreement
Williamson	General Fund, Fees
Molena	General Fund, Fees
Zebulon	General Fund, Fees
Meansville	General Fund, Fees
Concord	General Fund, Fees

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

Updated IGA

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County and City of Zebulon	2/1/2023-TBD
Intergovernmental Agreement	Pike County and City of Meansville	9-13-2017-TBD
Intergovernmental Agreement	Pike County and City of Molena	2/1/2023-TBD
Intergovernmental Agreement	Pike County and City of Concord	2/1/2023-TBD
Intergovernmental Agreement	Pike County and City of Williamson	2/1/2023-TBD

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

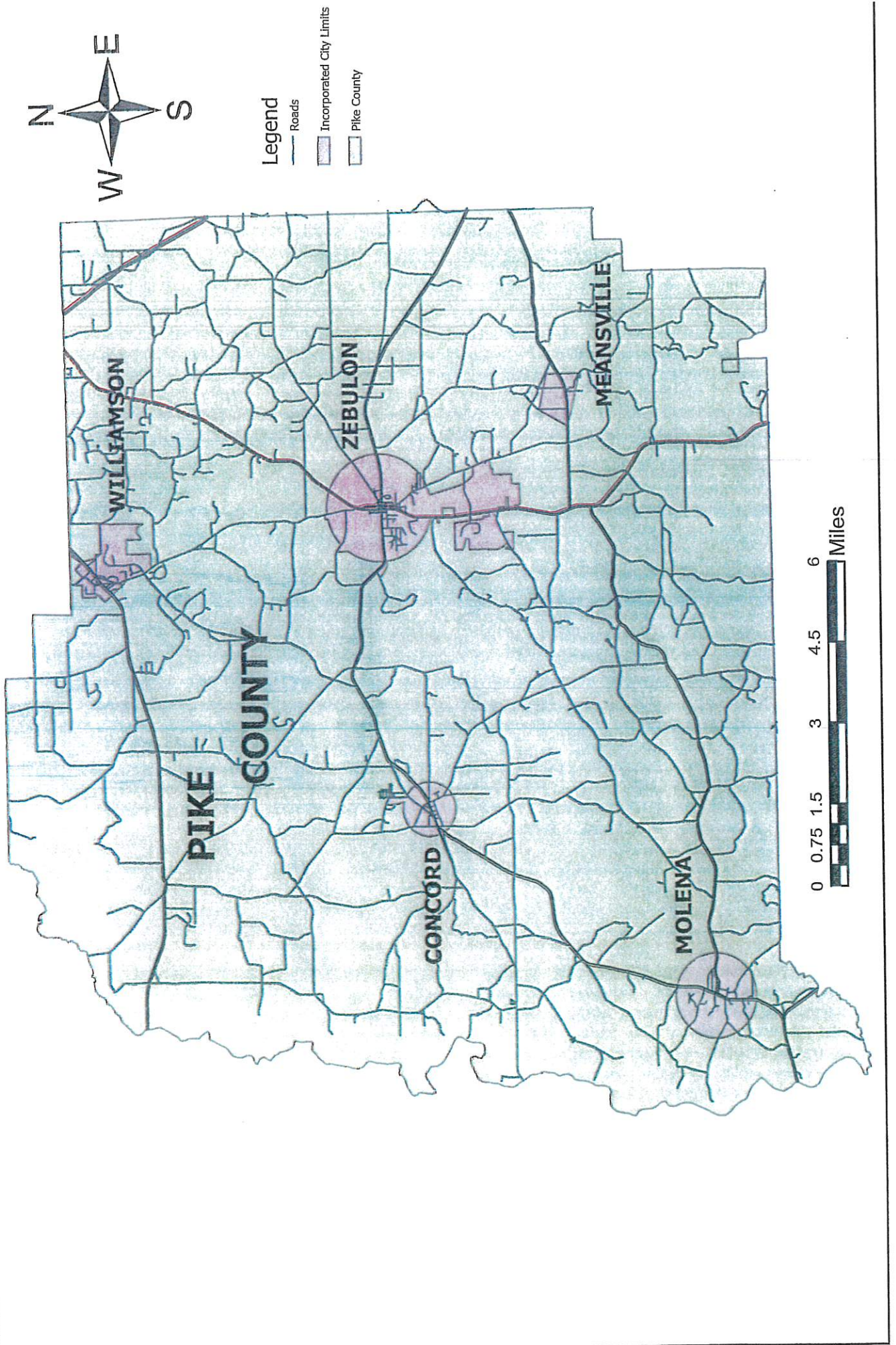
N/A

7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

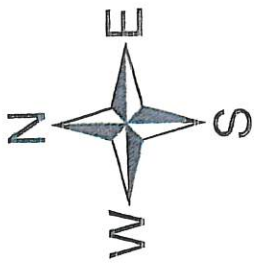
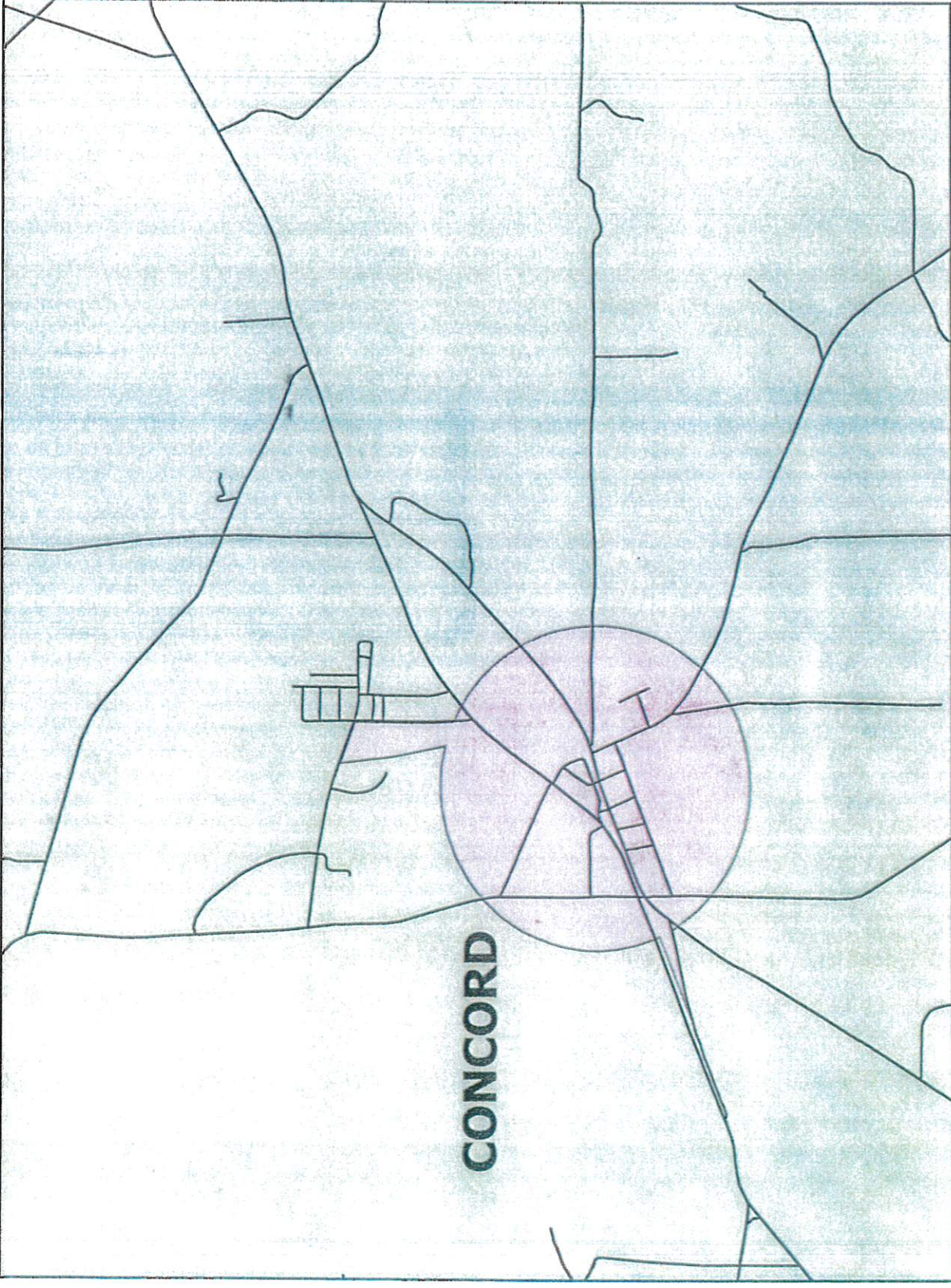
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:
TYPE CONTACT NAME, TITLE & PHONE HERE

Service Delivery Areas Pike County



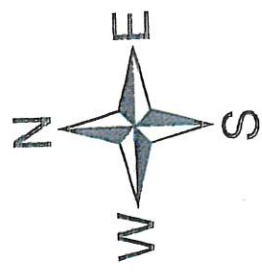
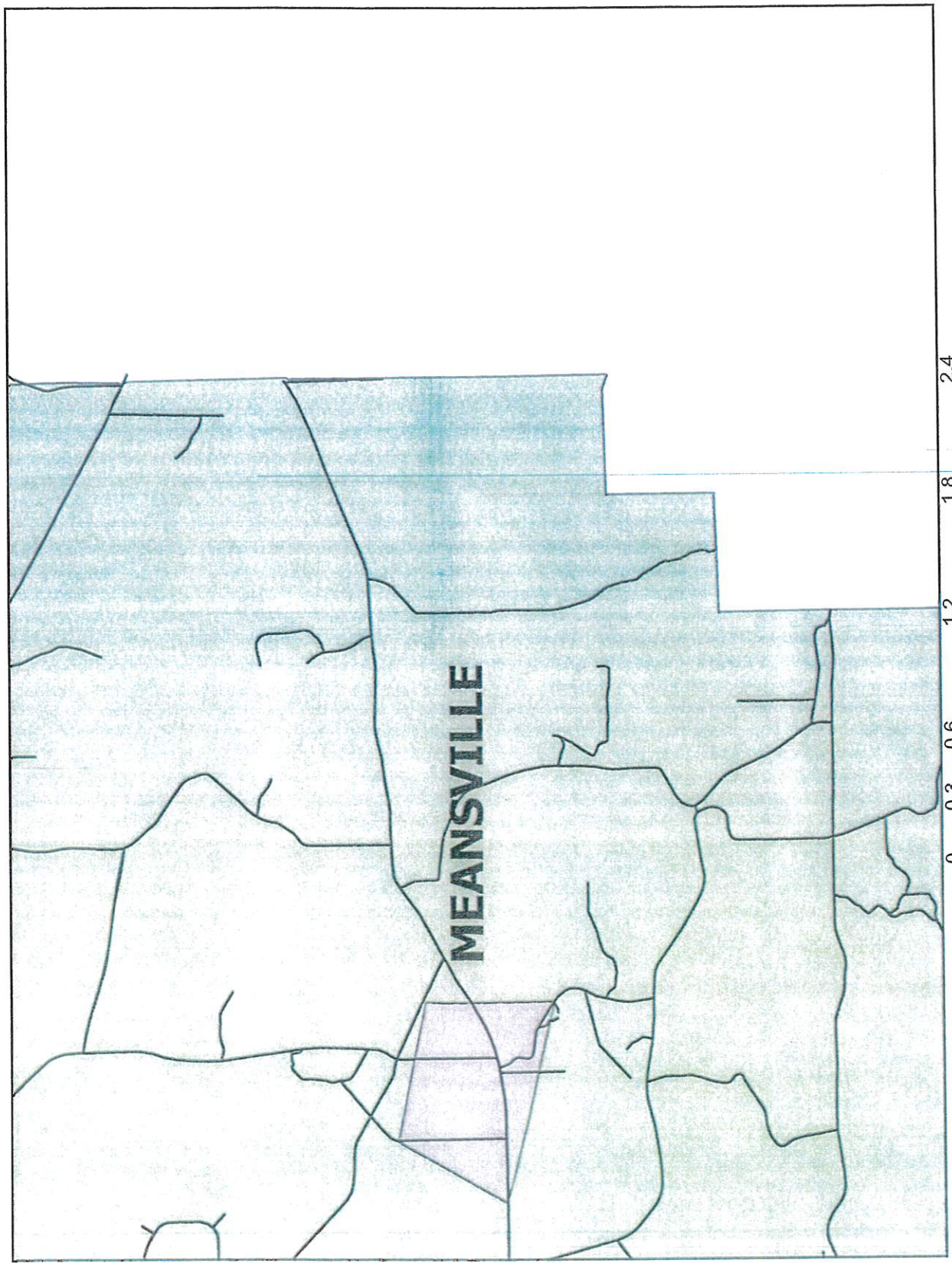
Service Delivery Areas City of Concord



- Legend**
- Roads
 - ▭ Incorporated City Limits
 - ▭ Pike County



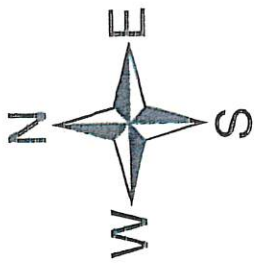
Service Delivery Areas City of Meansville



- Legend**
- Roads
 - ▭ Incorporated City Limits
 - ▭ Pike County



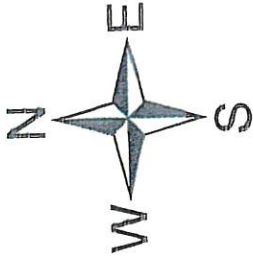
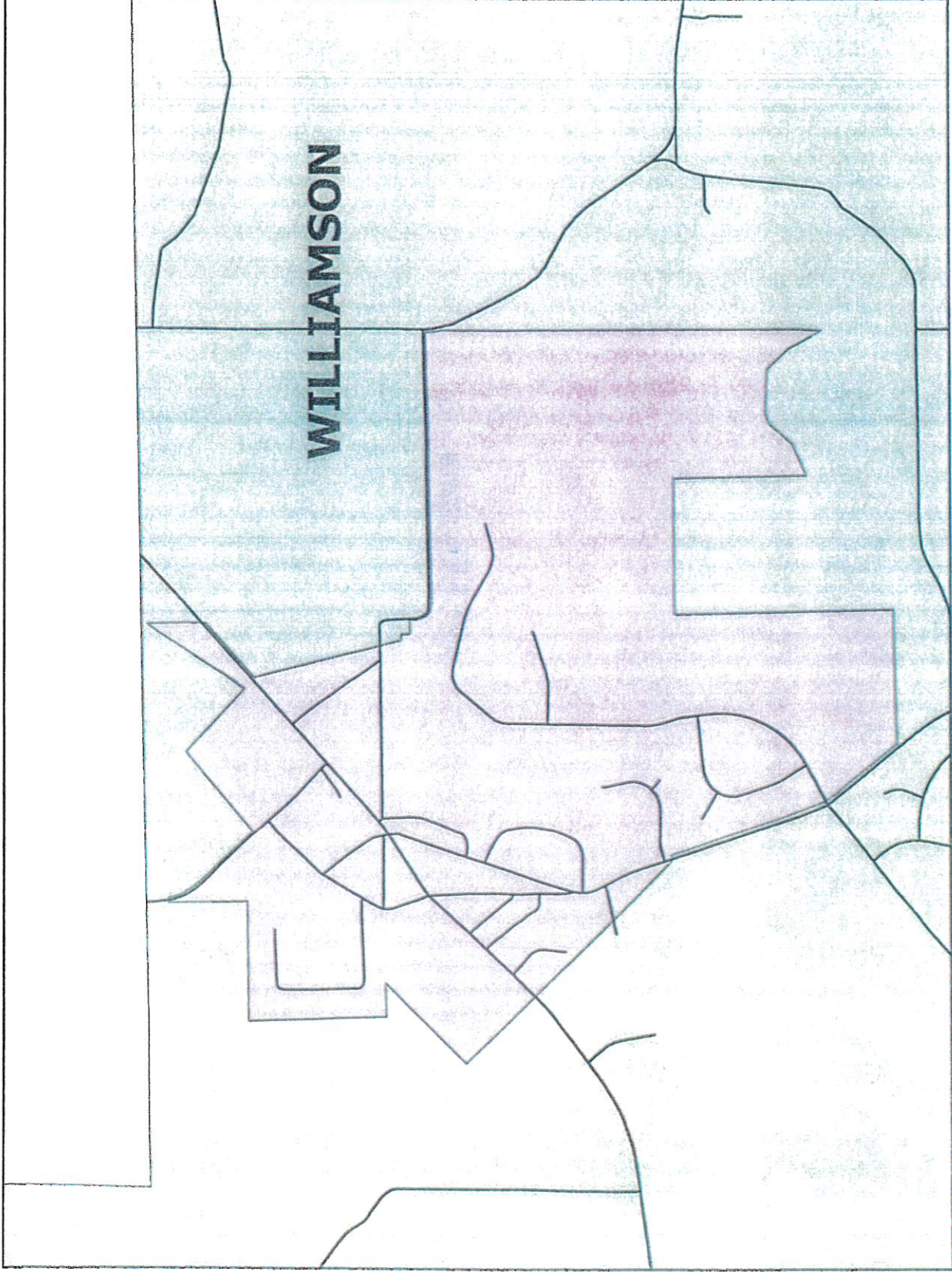
Service Delivery Areas City of Molena



- Legend**
- Roads
 - Incorporated City Limits
 - Pike County

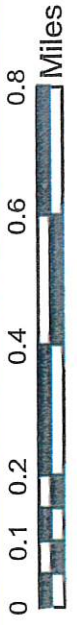


Service Delivery Areas City of Williamson

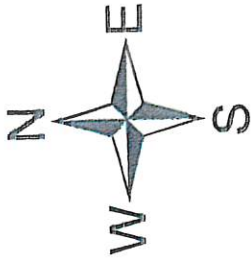
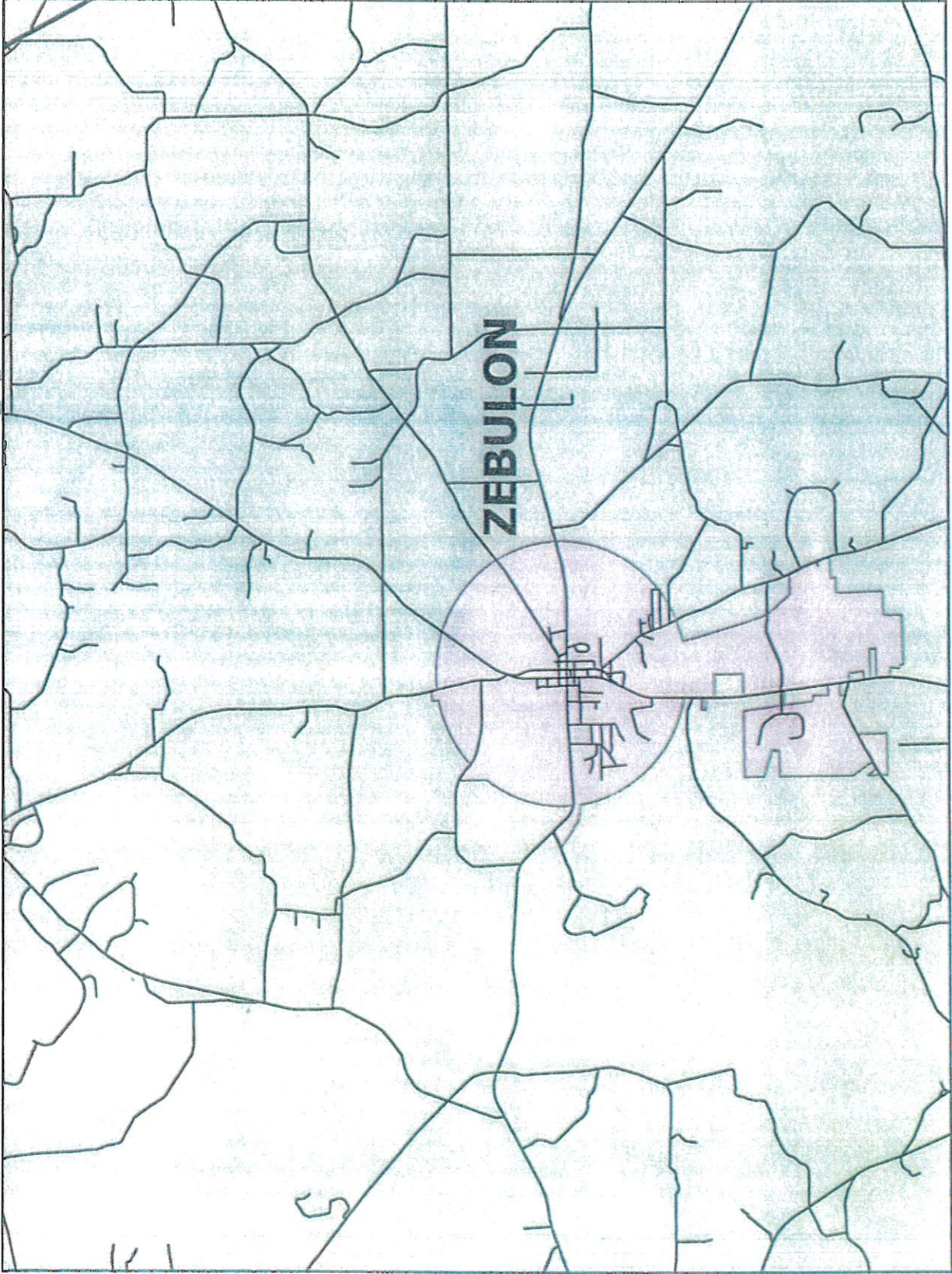


Legend

- Roads
- ▭ Incorporated City Limits
- ▭ Pike County

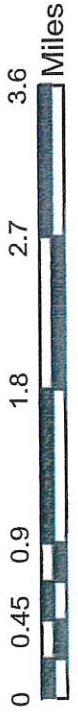


Service Delivery Areas City of Zebulon



Legend

- Roads
- ▭ Incorporated City Limits
- ▭ Pike County



STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Concord**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County,

Georgia, (hereinafter referred to “Pike County”), is entered as of the 28 day of February

_____ 2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Concord, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of Concord

in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Concord in an effort to avoid the duplication of services, to provide adequate services to the citizens of Concord, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Concord hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the

incorporated municipalities of Concord, Meansville, Molena, Concord, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of

the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Concord or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Concord of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Concord on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as "construction not subject to impact fees."

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Concord and as may be otherwise requested by the City of Concord and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building and development and related code(s). Code enforcement as contemplated by this agreement

does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Concord may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Concord.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Concord shall be initially submitted to the City of Concord along with all city administrative and review fees that may apply. Once the City and or authorized city officials have reviewed the application and collected the city administrative and/or review fees, the City will refer

the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not

obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no

later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of

additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Concord authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Concord including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Concord.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees assessed by the County for such services. The City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the

application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Concord:

Mayor John Strickland
City of Concord
P.O. 175
50 Main Street
Concord, Georgia 30206

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable

for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

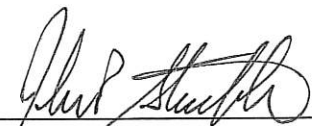
IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.


SO EXECUTED BY:

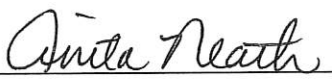
Pike County, Georgia

City of Concord

By: 
Chairman J. Briar Johnson

By: 
Mayor John Strickland

Attest: 
Angela Blount
County Clerk

Attest: 
Anita Neath
City Clerk



STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Molena**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to “Pike County”), is entered as of the 23 day of February 2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Molena, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Molena, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of Molena

in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Molena in an effort to avoid the duplication of services, to provide adequate services to the citizens of Molena, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Molena;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Molena hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the

incorporated municipalities of Molena, Meansville, Molena, Molena, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of

the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Molena or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Molena of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Molena on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as "construction not subject to impact fees."

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Molena and as may be otherwise requested by the City of Molena and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building and development and related code(s). Code enforcement as contemplated by this agreement

does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Molena may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Molena.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Molena shall be initially submitted to the City of Molena along with all city administrative and review fees that may apply. Once the City and or authorized city officials have reviewed the application and collected the city administrative and/or review fees, the City will refer

the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not

obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no

later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of

additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Molena authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Molena including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Molena.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Molena pursuant to this Agreement shall include the standard fees assessed by the County for such services. The City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the

application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Molena:

Mayor Joyce Corley
City of Molena
10 Spring Road
Molena, Georgia 30292

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the

remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia

City of Molena

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Joyce Corley
Mayor Joyce Corley

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Tina Lee
Tina Lee
City Clerk



(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

**2023 MODIFICATION TO 2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This modification to the 2017 Intergovernmental Agreement between the **City of Williamson**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as “City”), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to “Pike County”), is entered as of the 28 day of February 2023 pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Williamson, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Williamson, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the parties previously entered into a 2017 Intergovernmental Agreement for the collection of impact fees by Pike County in the city limits of

Williamson in exchange for the provision of administrative services for zoning and building and development including permitting and code enforcement;

WHEREAS, the parties agree that said 2017 Agreement requires minor modifications; and,

WHEREAS, Pike County and the City of Williamson in an effort to avoid the duplication of services, to provide adequate services to the citizens of Williamson, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County, through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Williamson;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Williamson hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to

provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Meansville, Molena, Williamson, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements,

or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Williamson or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Williamson of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Williamson on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as "construction not subject to impact fees."

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Williamson and as may be otherwise requested by the City of Williamson and agreed upon by Pike County. It is understood that the code enforcement contemplated by this provision pertains to zoning, permitting and building

and development and related code(s). Code enforcement as contemplated by this agreement does not include the enforcement of other city ordinances not specifically related to zoning, building, and development.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Williamson may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Williamson.

C.

SUBMISSION OF APPLICATIONS AND FEES ASSOCIATED WITH THE
ADMINISTRATIVE SERVICES PROVIDED BY THE COUNTY FOR ZONING AND
BUILDING AND DEVELOPMENT INCLUDING PERMITTING AND CODE
ENFORCEMENT

9.

All applications for zoning and building and development with the City of Williamson shall be initially submitted to the City of Williamson along with all city administrative and review fees that may apply. Once the City and or authorized city

officials have reviewed the application and collected the city administrative and/or review fees, the City will refer the applicant and the application to the Pike County Planning and Development department. All requisite permit fees, inspection fees, and code enforcement fees will then be assessed and administered by Pike County.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County related to zoning, building, and development. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, and the prosecution of cases in the Municipal Court of the City. In the alternative, the City may authorize the enforcement of violations of zoning, building, and development regulations pursuant to this Agreement in the Magistrate Court of Pike County, which shall be contingent upon the City adopting the zoning, building and development regulations of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to

accommodate City's utility infrastructure so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the

Pike County Development Impact Fee ordinance. It is understood by the parties that no later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and

expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Williamson authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Williamson including permitting and code enforcement pertaining to zoning, building, and development within the municipal boundaries of the City of Williamson.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Williamson pursuant to this Agreement shall include the standard fees assessed by the County for such services. The

City may collect a city administration fee of Twenty-five Dollars (\$25.00) at the time the application is submitted to the City. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The City may also collect at such time required by the City any requisite review fees that may be required in connection with the submitted application including, but not limited to, plan review, plat review, or other engineering or professional reviews that may be necessary. The County will not be responsible for the collection of city administrative or review fees.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement of zoning, building, and development matters in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations of zoning, building, and development and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Williamson:

Mayor
City of Williamson
P.O. 9
71 Midland Street
Williamson, Georgia 30292

As to Pike County:

County Manager
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable

for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia

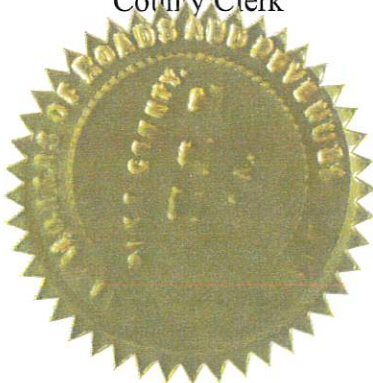
City of Williamson

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Steve Fry
Mayor Steve Fry

Attest: Angela Blount
Angela Blount
County Clerk

Attest: Pamela Schoentag
Pamela Schoentag
City Clerk



(SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: **PIKE COUNTY**

Service: **PROBATE COURT**

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND, FINES, AND FORFEITURES

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

NO CHANGES IN ARRANGEMENTS

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **Type Your Phone Number Here** Date completed: **AUGUST 7, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
LYNN BRANDENBURG, (770) 567-8734



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: PIKE COUNTY

Service: PUBLIC HEALTH

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	General Fund and State funds

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

There is no change from previous arrangements

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

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

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

Noe applied

7. Person completing form: **Sephen A. Marro, County Manager**
 Phone number: **(770) 567-3406** Date completed: August 7, 2009

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: SOCIAL SERVICES

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL AND STATE FUNDS

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

No change in arrangements

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

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

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

No change anticipated

7. Person completing form: **STEPHEN A. MARRO**
 Phone number: **(770) 567-3406** Date completed: **AUGSUT 7, 2009**

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: SEWAGE COLLECTION

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

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

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

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

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

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

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

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

- No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	User Fees
Zebulon	User fees
Concord	User fees

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

No changer in arrangements

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

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

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

7. Person completing form: **Stephen A. Marro, County Manager**
 Phone number: **(770) 567-3406** Date completed: August 7, 2009

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: SENIOR CITIZENS CENTER

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUNDS AND USER FEES

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

NO CHANGES IN ARRANGMENTS

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 7, 2009**

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: Stormwater

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

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

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

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

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Pike County, City of Williamson, City of Molena, City of Zebulon, City of Meansville, City of Concord**

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, Fees, Grant
Williamson	General Fund, Fees, Grant
Molena	General Fund, Fees, Grant
Zebulon	General Fund, Fees, Grant
Meansville	General Fund, Fees, Grant
Concord	General Fund, Fees, Grant

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

Added new Service

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

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

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

N/A

7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

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

If not, provide designated contact person(s) and phone number(s) below:
TYPE CONTACT NAME, TITLE & PHONE HERE



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: SOLID WASTE DISPOSAL

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUNDS, USER FEES
CONCORD	GENERAL FUNDS, USER FEES
MEANSVILLE	GENERAL FUNDS, YSER FEES
MOLENA	GENERAL FUNDS, USER FEES
WILLIAMSON	GENERAL FUNDS, USER FEES
ZEBULON	GENERAL FUNDS, USER FEES

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

EACH CITY PROVIDES ITS RESIDENTS WITH CURBSIDE PICK-UP IN THE INCORPORATED AREAS. THE COUNTY CONTINUES TO OPERATE A TRANSFER STATION AND RECYCLING CENER THAT IS AVAILABLE TO ALL RESIDENTS IN THE UNINCORPORATED AND INCORPORATED AREAS OF PIKE COUNTY.

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 10, 2009**

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: Streets

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, Fees, Grant
Williamson	General Fund, Fees, Grant
Molena	General Fund, Fees, Grant
Zebulon	General Fund, Fees, Grant
Meansville	General Fund, Fees, Grant
Concord	General Fund, Fees, Grant

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

Added new Service

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

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

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

N/A

7. Person completing form: **Brandon Rogers**
 Phone number: **770-567-3406** Date completed: February 28, 2023

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

If not, provide designated contact person(s) and phone number(s) below:
TYPE CONTACT NAME, TITLE & PHONE HERE



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: SUPERIOR COURT

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND, FINES, AND FORFIETURES

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

NO CHANGE IN ARRANGEMENTS

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 7, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
CAROLYN WILLIAMS, (770) 567-2000



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: TAX ASSESSOR

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUNDS

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

No change in arrangements

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

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

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

7. Person completing form: **STEPHEN A. MARRO**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 7, 2009**

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

If not, provide designated contact person(s) and phone number(s) below:
JEANNIE HADDOCK (770) 567-2002



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: TRAFFIC COURT

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

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

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

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

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
PIKE COUNTY	GENERAL FUND, FINES & FORFIETURES
CITY OF ZEBULON	GENERAL FUND, FINES, AND FORFIETURES
CITY OF MOLENA	GENERAL FUND, FINES, AND FORFIETURES

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

PIKE COUNTY PROVIDES THESE SERVICES CURRENTLY TO THE AREA OF THE CITY OF CONCORD.

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

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

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

7. Person completing form: **STEPHEN A. MARRO, COUNTY MANAGER**
 Phone number: **(770) 567-3406** Date completed: **AUGUST 7, 2009**

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: PIKE COUNTY

Service: *Voter Registrations*

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County Registrar	General fund

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

No Change arranged

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

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

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

7. Person completing form: **Stephen A. Marro, County Manager**
 Phone number: **(770) 567-3406** Date completed: August 7, 2009

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

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



SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY:PIKE

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?
 None

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:
 Describe "Other" Measures Here

NOTE:
 If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Intergovernmental Agreements

4. Person completing form: **Brandon Rogers County Manager**

Phone number: **770-567-3406** Date completed: 2/1/2023

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

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

TYPE CONTACT NAME, TITLE & PHONE HERE



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

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

COUNTY: PIKE

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF CONCORD</u>	Mayor	John Strickland		2/14/23
<u>CITY OF MEANSVILLE</u>	Mayor	Verlon Rachels		2/13/23
<u>CITY OF MOLENA</u>	Mayor	Joyce Corley		2/13/23
<u>PIKE COUNTY</u>	Chairman	Briar Johnson		2/28/23
<u>CITY OF WILLIAMSON</u>	Mayor	Steve Fry		2/8/23
<u>CITY OF ZEBUON</u>	Mayor	Joe Walter		2/14/23