



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, February 07, 2023 at 6:00 PM

Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia

Phone: 770-267-1301 | Fax: 770-267-1400

AGENDA

1. **PRESENTATIONS**
2. **MEETING OPENING**
 - 2.1. Pledge of Allegiance & Invocation
 - 2.2. Call to Order
 - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
 - 3.1. Additions/Deletions
4. **PLANNING COMMISSION RECOMMENDATIONS**
 - 4.1. Approval of CU22110013 - Event Facility - Applicant: Rheitta Ohene-Amoako/Owner: Orchard United Methodist Church Inc. - Property located at 1940 Hwy 81 - Map/Parcel C0510194 - District 3
5. **PLANNING & DEVELOPMENT**
 - 5.1. Alteration To Zoning Conditions AZ23010004 - Applicant: Bill Hartley/Owners: John, Jeremy, & James Mazzawi & Darin Wasileski - Property located at Hwy. 78 & Tommy Dillard Rd. - Map/Parcel C1780047A00 - District 4
6. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*
 - 6.1. Approval of January 10, 2023 Meeting Minutes
 - 6.2. Contracts & Budgeted Purchases of \$5000 or Greater
 - 6.3. Ratification of Actions taken by WCWSA on December 13, 2022
 - 6.4. Fiscal Agent Designation/Acceptance Agreement - Partnership for Families, Children and Youth
 - 6.5. Donation of Radar Equipment to Georgia Department of Public Safety

6.6. Ascension Program Management - Proposal - Grant Application and Administration for Hard Labor Creek Recreation Area

6.7. ACCG - Business Associate Agreement (HIPPA)

7. RESOLUTIONS

7.1. Resolution - Amending the Walton Co. Civil Service Personnel Rules and Regulations

8. PUBLIC WORKS

8.1. Proposed Increase in Solid Waste Fees

9. ACCEPTANCE OF BIDS/PROPOSALS

9.1. Proposal - Design Services for Walton Co. Employee Health Clinic - Precision Planning

10. APPOINTMENTS

10.1. Walton Co. Development Authority

11. DISCUSSION

11.1. County Manager's Report/Update

11.2. Decision on acquiring additional parking spaces for employees in downtown Monroe

12. PUBLIC COMMENT | 3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.

13. ANNOUNCEMENTS

14. EXECUTIVE SESSION

15. ADJOURNMENT

If you are an individual with a disability and require special assistance at this meeting, please contact our office at 770-267-1301 and arrangements will be made.

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below and return it to the County Clerk no later than 4:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form.

<http://www.waltoncountyga.gov/Clerk/Public%20Comment%20Form.pdf>

For more information, please contact Rhonda Hawk.



Planning and Development Department Case Information

Case Number: CU22110013

Meeting Dates: Planning Commission 01-05-2023
Board of Commissioners 02-07-2023

Current Zoning: A1

Request: Conditional Use for an event facility

Address: 1940 Highway 81

Map Number: C0510194

Site Area: 6.24 acres

Character Area: Neighborhood Residential

District 3: Commissioner – Timmy Shelnett Planning Commission – John Pringle

Applicant:
Rheitta Ohene-Amoako
2560 River Run Drive
Dacula, Georgia 30019

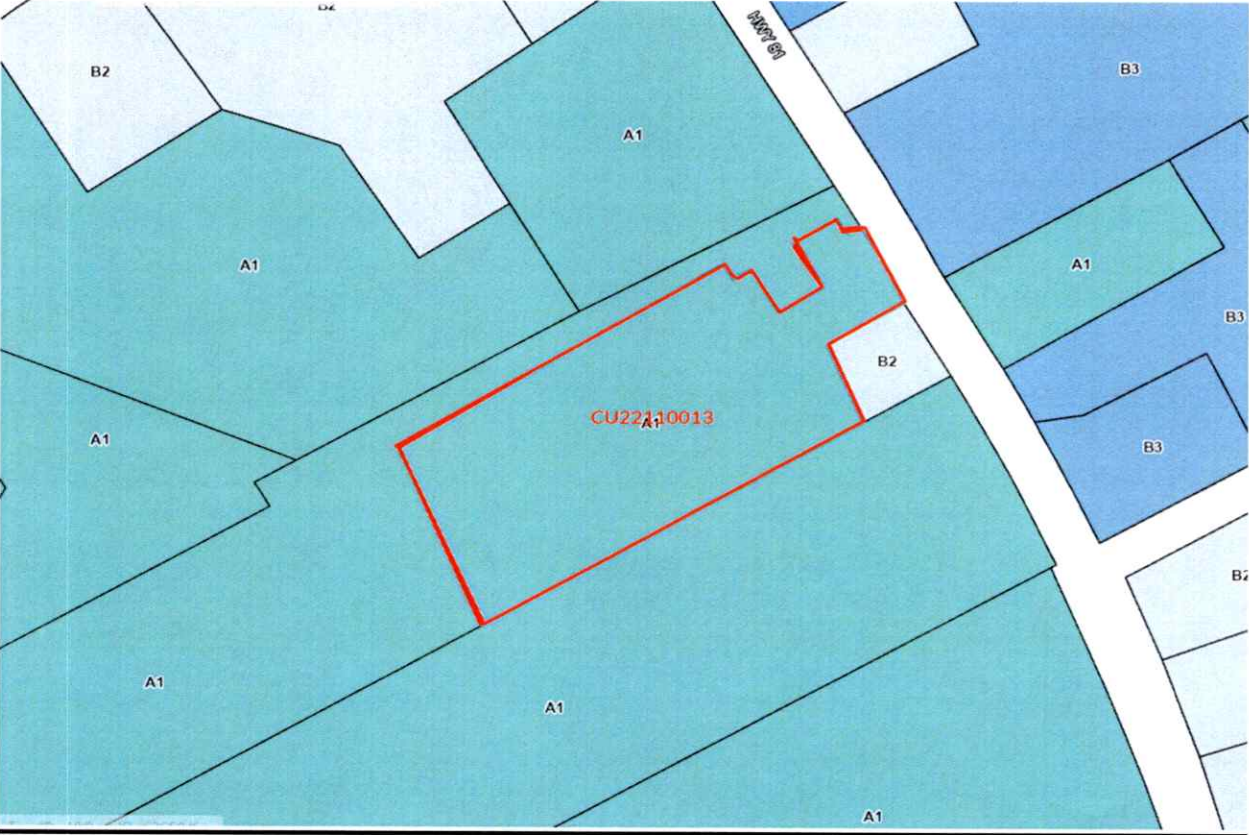
Owner:
Orchard United Methodist Church Inc
1950 Highway 81 South
Loganville, Georgia 30052



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Existing Site Conditions: Property consists of 6.24 acres and contains a house.

The surrounding properties are zoned B3, B2, and A1.



Staff Comments/Concerns

If the Conditional Use is granted – Applicant will need to prepare a Commercial/Non-Residential Construction Packet. Applicant will need to meet with an architect or contractor and develop a plan for the building to be used for an Event Facility. Applicant will need to have an architectural stamped floor plan that meets with current code requirements for the type of occupancy. Applicant will need to meet all ADA requirements and obtain approval from the Walton County Environmental Health Department.

Outdoor Recreation Facilities (Private) (18)

1-7-2020

Outdoor Recreation Facilities are allowed by conditional use in the A, A1, A2, R1, R2 R3, MHP, and by right in the B1, B2, B3, TC and MUBP zoning. The uses allowed include wedding venues, event venues, fishing lakes, swimming pools, and golf courses or driving ranges, or other recreational developments. A detailed site plan must be approved by the Department.

- A. Only accessory services and parking related exclusively to the recreational operations shall be allowed.
- B. Total floor area of all buildings shall be a maximum of 5,000 square feet. The building[s] shall be located at least 50 feet from all residentially zoned property.
- C. The site shall be at least two (2) acres in size.
- D. The site must have direct access to a collector or arterial road.
- E. All activities shall take place at least 50 feet from any property line adjacent to a residential zone or use.
- F. Outdoor activity areas shall be sufficiently screened and insulated so as to protect adjacent property from noise and other disturbances.
- G. No outdoor storage shall be allowed.
- H. The outdoor use of the site adjacent to residentially zoned property after 10:00 p.m. shall be prohibited with the exception of special holidays as determined by the Planning and Development director.

History:

CU06010012	The Orchard Church	A-1 to Cond. Use Church	C051-194, 195 1940 Ga Hwy 81	Approved
A07070016	Bright Lite Signs	Elec Sign Res Dist	C051-194A 1950 Hwy 81S	Approved
V07090022	Bobby Bullard The Orchard Church	50% Parking	C051-194A 1950 Hwy 81	Approved

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval of this request.

Sheriffs' Department: This will not affect the Walton County Sheriff's Office.

Water Authority: This area is served by an existing 12" water main along Highway 81 (static pressure: 55 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Department/Fire Marshall: Shall comply with all current codes and ordinances set forth by NFPA, International Fire Code, and Walton County ordinances. Fire Dept.

access road shall be provided to event center, Dead end turnaround shall be provided to comply with 2018 International Fire Code Appendix D for this information, and Fire Hydrant within 500' will be required for commercial buildings.

Board of Education: This will have no effect on the Walton County School District.

Development Inspector: No comment received.

PC Action 1/5/2023:

1. **Conditional Use CU22110013 – Event Facility – Applicant: Rheitta Ohene – Amoako/Owners: Orchard United Methodist Church Inc.–Property located on 1940 Hwy 81-Map/Parcel C0510194 – District 3**

Presentation: Rheitta Ohene-Amoako represented the case and stated that the specific use she wants to do at 1940 Highway 81 is an event facility.

Speaking: None

Recommendation: Pete Myers made a motion to recommend approval with a second by Wesley Sisk. The motion carried unanimously.

Conditional Use Application # CU2211013

Planning Comm. Meeting Date 1-5-2023 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 2-7-2023 at 6:00PM held at **WC Historical Court House**

You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel CD510194

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Rheitta Ohene-Anwaako</u>	<u>Orchard United Methodist Church Inc.</u>
<u>2560 River Run Dr.</u>	<u>1950 Highway 81 South</u>
<u>Dacula GA 30019</u>	<u>Loganville GA 30052</u>
E-mail: <u>learninghivecenter@gmail.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>404 578 3367</u>	Phone # _____
Location <u>1940 Highway 81</u>	Present Zoning <u>A1</u> Acreage <u>6.24</u>
Existing Use of Property: <u>Church</u>	
Existing Structures: <u>house 1 Barn?</u>	
Property is serviced by:	
Public Water: <input checked="" type="checkbox"/> Provider: _____ Well: _____	
Public Sewer: _____ Provider: _____ Septic Tank: <input checked="" type="checkbox"/>	
The purpose of this conditional use is: <u>use as an event space</u>	
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.	
Signature <u>Rheitta</u>	Date <u>11/14/2022</u> \$ <u>350.00</u> Fee Paid <u>350.00</u>
Public Notice sign will be placed and removed by P&D Office Signs will not be removed until after Board of Commissioners meeting	
Office Use Only:	
Existing Zoning <u>A1</u>	Surrounding Zoning: North <u>B3</u> South <u>A1</u>
Comprehensive Land Use: <u>Neighborhood Residential</u>	East <u>B2/A1</u> West <u>A1</u>
Commission District: <u>3-Shelburne</u>	Watershed: _____

I hereby withdraw the above application _____ Date: _____

Standard Review Questions:

Provide a written, documented, detailed analysis of the impact of the proposed zoning map amendment or conditional use with respect to each of the standards and factors specified in Section 160 listed below:

Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.

Yes

2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.

No

3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.

Yes

4. Public facilities and utilities are capable of adequately serving the proposed use.

Yes

5. The proposed use will not adversely affect the level of property values or general character of the area.

No

A.C.E.F.
ALCOBY CONSULTING ENGINEERING
ARCHITECTS, P.C.
P.O. BOX 10700
445 Edwards Rd
Duluth, Georgia 30084
tace@acfe.com
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This drawing and any permitted reproduction, modification, copying, or distribution, in whole or in part, without the written permission of Alcooby Consulting Engineering and Architects, P.C., is strictly prohibited.



C.U.P.

**PROPOSED
HWY 81
EVENT VENUE**

PARCEL: C0510194
LAND LOT: 162
DISTRICT: 4TH
1940 HWY 81
WALTON COUNTY, GA

DATE: 12/13/2022
SCALE: 1" = 50'

OWNER
THE ORCHARD UNITED METHODIST
CHURCH, INC.
1950 HIGHWAY 81 SOUTH
LOGANVILLE, GA 30052

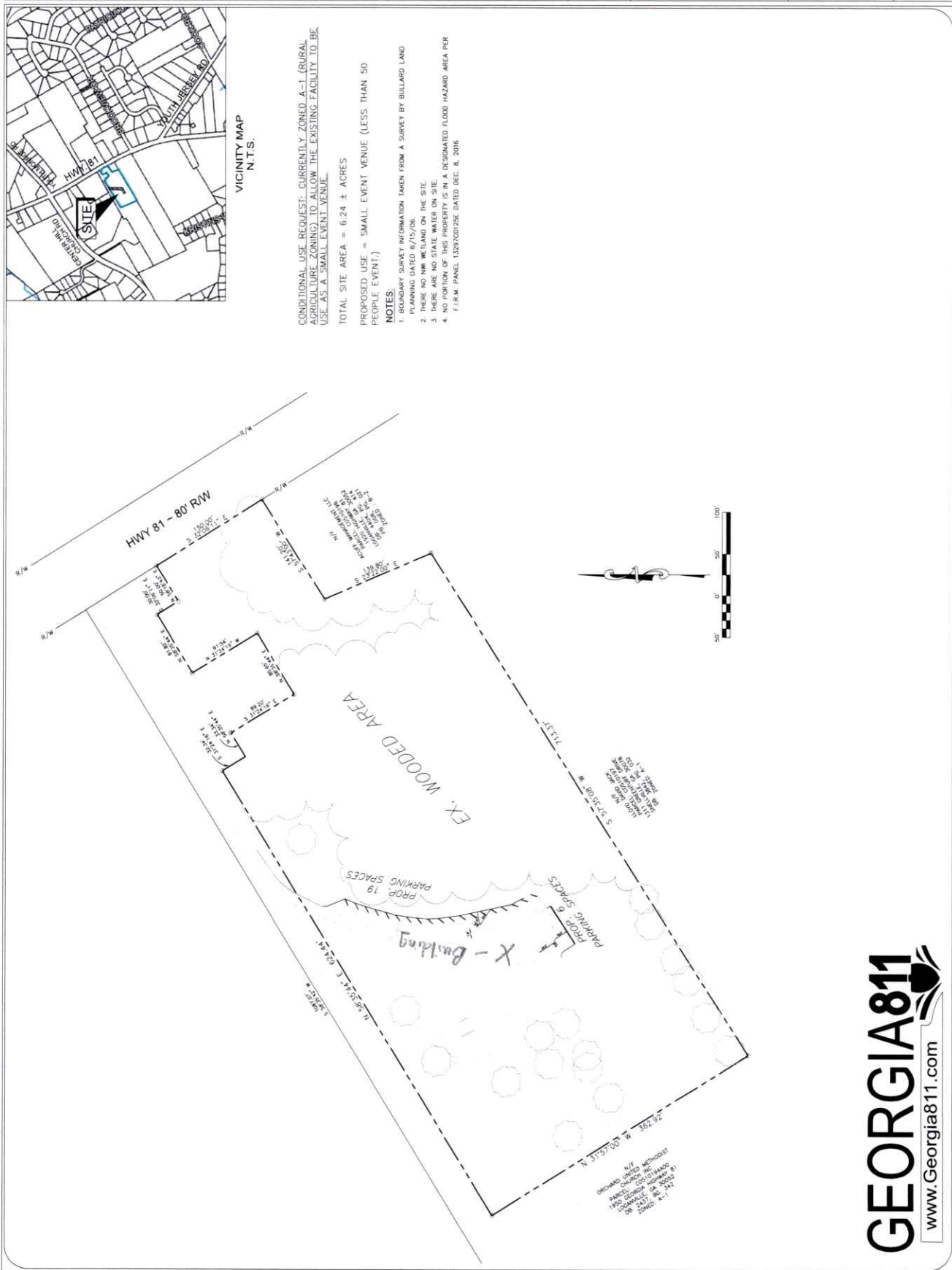
DEVELOPER
Learning Hwy
1950 HIGHWAY 81 SOUTH
LOGANVILLE, GA 30052

24 HOUR - EMERGENCY CONTACT
RHEITTA CHENE-AMORAKO
770-822-4001
learnhighwayeventcenter@gmail.com

REVISIONS	
NO.	DATE DESCRIPTION

JOHN No. # 22-075

CUP



November 11th 2022

Walton County Zoning

This letter of intent is to outline the proposed use of the property located at 1940 Highway 81, Loganville, Georgia.

The intended use of the property is an event space for families to rent out. Our target market are s events such as weddings, bridal and baby showers, rehearsal dinners, birthdays and other milestone celebrations.

Events will happen mostly on the weekends (Fridays, Saturdays and Sundays between the hours of 9am-11pm. We will be open for office hours and tours on Tuesdays, Wednesdays, and Thursdays between the hours of 9am – 5pm

If you have any further questions, I can be reached at 404-578-3367.

Thank you

Rheitta Ohene-Amoako



Planning and Development Department Case Information

Case Number: AZ23010004 – Alteration To Zoning Conditions

Meeting Date: Board of Commissioners 02-07-2023

Current Zoning: B3

Request: A Rezone was approved on October 4, 2022 (Z22070026) with the following conditions:
1. For requested purpose only
2. No on site chemical or hazardous waste storage, and
3. Entrance & Exit on Highway 78 Only.
Applicant is requesting that the zoning condition as to the entrance and exit on Highway 78 only be changed (See attached letter).

Address: Highway 78/Tommy Dillard Road

Map Number: C1780047A00

Site Area: 7.715 acres

Character Area: Highway Corridor

District 4: Commissioner – Lee Bradford Planning Commission – Brad Bettis

Applicant:
Bill Hartley
1266 6th Street
Macon, Georgia 31206

Owner:
John Mark Mazzawi, Jeremy Martin Mazzawi,
James Matthew Mazzawi, Darin S Wasileski
P.O. Box 365
Snellville, Georgia 30078



Existing Site Conditions: This was a 77.38 acre property. Only 7.715 acres was rezoned to B3.

The surrounding properties are zoned as follows:

North – C1780054 – William Robert Ramsey – A2

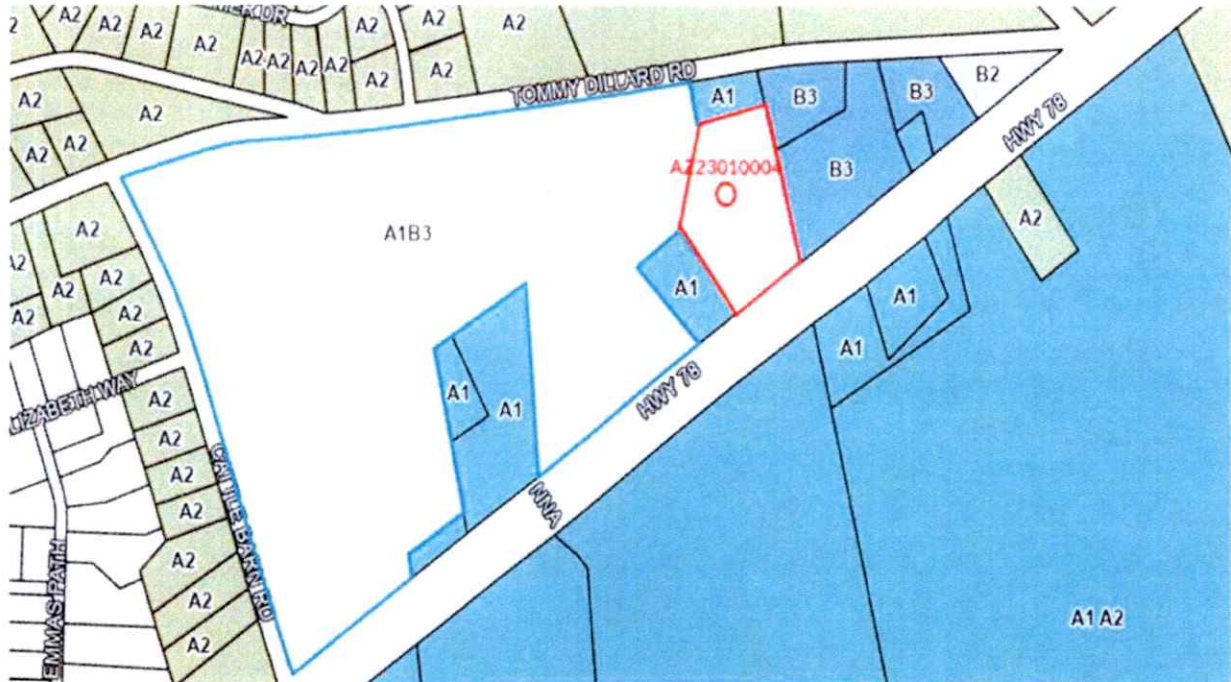
North – C1780052 – Herbert M Price – A1

South – C1780036 - James Mathew & John Mark Mazzawi – A1

South – C1780047 – Donald L Poss – A1

East – C1780048 & 48B – New London Land LTD – B3

West – C1780047A00 – John Mark Mazzawi, Jeremy Martin Mazzawi, James Matthew Mazzawi, and Darin S Wasileski – A1/B3



Staff Comments/Concerns:

History:

222070026	Bill Hartley	Rezone 7.715 from A1 to B3 for business use	C1780047A00 Hwy 78 & Tommy Dillard Road	Approved w/conditions
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Conditions were:

1. For requested purpose only
2. No on site chemical or hazardous waste storage, and
3. Entrance & Exit on Highway 78 Only.

Below are Previous Comments and Recommendations from various Agencies for the October 4, 2022 Rezone:

Public Works: (9/16 – Public Works recommends commercial access should only be allowed from State US Hwy 78 Only.)

1/20/2023 – E-mail from Ray Johnson with Public Works: Public Works Recommends Access off Hwy 78. Public Works would like to state our original comments were based on the safety issues that the Intersection of State Route 10 with Michael Road and Tommy Dillard Road will not facilitate Commercial traffic.

Sheriff's Department: This is located on a main corridor within our jurisdiction. The Walton County Sheriff's Office routinely checks businesses twice per night shift where access is granted. These additions would be 1460 night shift checks.

Water Authority: E-mail from Morris Jordan: WCWD does not have water on that section of Tommy Dillard Road. To get water to the property a plan would have to be submitted and approved by an engineer to allow the developer to have a contractor extend the 8" line down Tommy Dillard from Palmer Drive or run a line from our existing 12" line on Hwy 78 with an easement given through lot 3 or 4 as shown on the concept plan to the R/W of the proposed street. A water allocation request would also have to be filed and approved along with development plans submitted and approved to allow the developer to have a contractor proceed with the project.

This property is not currently served by WCWD, however the area is served by an existing 12" diameter water main along Highway 78 (static pressure: 115 psi, Estimated fire flow available: 900 gpm @ 20 psi). A new 8" water main will be required to distribute water within the development. Please coordinate with WCWD.

Fire Department: No comment received.

Fire Code Specialist: Subject property has no fire code issues. The subject property and development shall undergo plan review and inspections to comply with current fire safety codes and ordinances.

Board of Education: This will have no effect on the Walton County School District.

Development Inspector: No comment received

DOT comments: Not encroaching on GDOT R/W so no coordination needed.

1/20/2023 – E-mail from Parker Niebauer with GDOT: - Thank you for the update. Our previous comments stand. There does not appear to be any encroachment on GDOT R/W, so no coordination needed.

P&D Staff attended a GDOT meeting on 1-20-2023 at which this request was discussed. Jason Dykes, district traffic engineer with GDOT stated they have concerns about traffic congestion with commercial vehicles trying to maneuver in and out of this intersection of Tommy Dillard Road, Michael Road and GA 10. Mr. Dykes stated GDOT would prefer the entrance be a right in and right out only off GA 10.

Alteration To Zoning
Rezone Application # AZ23010004

Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date _____ at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)

Board of Comm Meeting Date 2-7-2023 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C1780047A00

Applicant Name/Address/Phone # _____

Property Owner Name/Address/Phone _____

Bill Hartley

SEE Exhibit "A"

1266 6th Street

Macon, GA 31206

E-mail address bill@firstenvironmental.com

(if more than one owner attach Exhibit "A")

Phone # 478-719-6075

Phone # _____

Location: Hwy 78 & Tommy Dillard Rd Requested Zoning B-3 No Conditions Acreage 7.5 Acres +/-

Existing Use of Property Vacant, undeveloped land with planted pines

Existing Structures None

The purpose of this rezone is to request a change in the conditions of the rezone and specifically request the condition of rezone requiring access from Highway 78 ONLY be removed and/or changed to allow access from Tommy Dillard Road.

Property is serviced by the following

Public Water: Yes Provider Walton County Water and Sewer Authority Well: No

Public Sewer No Provider _____ Septic Tank: Yes

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

William Hartley
Signature

12/30/2022
Date

\$ 250.00
Fee Paid

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning B3

Surrounding Zoning: North A1 South A1
East A1 West B3

Comprehensive Land Use: Highway Corridor DRI Required? Y N /

Commission District 4-Bradford Watershed: / TMP /

I hereby withdraw the above application _____ Date _____

Exhibit "A"**Property Owner Name/Address/Phone/Email**

1. Name: John Mark Mazzawi
Address: PO Box 365, Snellville, GA 30078
Phone: (770) 605-2520
Email: _____

2. Name Jeremy Martin Mazzawi
Address: PO Box 365, Snellville, GA 30078
Phone: (404) 510-8901
Email _____

3. Name: James Mathew Mazzawi
Address PO Box 365, Snellville, GA 30078
Phone (404) 375-6904
Email _____

4. Name: Darin S. Wasileski
Address PO Box 365, Snellville, GA 30078
Phone (770) 833-9693
Email _____

STATE OF GEORGIA
COUNTY OF WALTON

CASE NO. Z22070026

- 1. Rezone – Z22070026 – Rezone 7.715 acres from A1 to B3 for business use - Applicant: Bill Hartley/Owners: John, Jeremy & James Mazzawi & Darin Wasileski -Property located on Hwy 78/Tommy Dillard Rd-Map/Parcel C1780047A00 – District 4.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF WALTON COUNTY, GEORGIA

WHEREAS, the Walton County Planning Commission held a duly advertised public hearing and filed a formal recommendation with the Board of Commissioners of Walton County upon an Application to Amend the Official Zoning Map of Walton County from A1 TO B3 by BILL HARTLEY for the proposed use BUSINESS USE AT HIGHWAY 78 & TOMMY DILLARD ROAD, Map/Parcel ID C1780047A00; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map of Walton County has been duly published in The Walton Tribune, the Official News Organ of Walton County; and

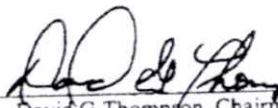
WHEREAS, a public hearing was held by the Board of Commissioners of Walton County on 10-04-2022 and objections were not filed.

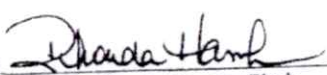
NOW, THEREFORE, the Board of Commissioners of Walton County, Georgia, hereby ordains that the aforesaid Application to Amend the Official Zoning Map of Walton County from A1 to B3 in Case No. Z22070026 is hereby APPROVED WITH CONDITIONS: 1. FOR REQUESTED PURPOSE ONLY; 2. NO ON SITE CHEMICAL OR HAZARDOUS WASTE STORAGE; AND 3. ENTRANCE & EXIT ON HIGHWAY 78 ONLY.

The Board of Commissioners of Walton County, Georgia further directs the County Clerk to enter upon the minutes of the meeting at which this ordinance is adopted the following: "On the 4TH DAY OF OCTOBER, 2022, by official action of the Board of Commissioners of Walton County, the following changes were made to the Official Zoning Map of Walton County: The zoning classification of Walton County Parcel ID# C1780047A00 was changed from A1 TO B3."

SO ORDAINED, this 4TH DAY OF OCTOBER, 2022.

Board of Commissioners of Walton County

By: 
David G Thompson, Chairman

Attest: 
Rhonda Hawk, County Clerk

m to mr. Hartley w/comm pkt. mee to Mazzawi 11/16/2022

**AUTHORIZATION
BY PROPERTY OWNER**

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Bill Hartley

Address: 1266 6th St, Macon, GA 31206

Telephone: 478-719-6075

Location of Property: Highway 78 & Tommy Dillard Rd

Map/Parcel Number: C1780047A00

Current Zoning: B-3 with conditons Requested Zoning: B-3 with no conditions

[Signature]
Property Owner Signature

[Signature]
Property Owner Signature

Print Name: John Mark Mazzawi

Print Name: Jeremy Martin Mazzawi

Address: PO Box 365, Snellville, GA 30078

Address: PO Box 365, Snellville, GA 30078

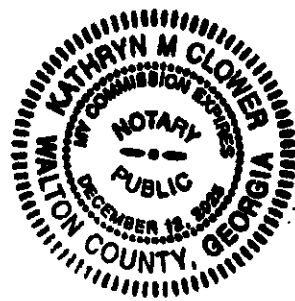
Phone #: (770) 605-2520

Phone #: (404) 510-8901

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.

[Signature]
Notary Public

1/3/23
Date



**AUTHORIZATION
BY PROPERTY OWNER**

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Bill Hartley

Address: 1266 6th St, Macon, GA 31206

Telephone: 478-719-6075

Location of Property: Highway 78 & Tommy Dillard Road

Map/Parcel Number: C1780047A00

Current Zoning: B-3 with conditions Requested Zoning: B-3 with no conditions

[Signature]
Property Owner Signature

[Signature]
Property Owner Signature

Print Name: James Mathew Mazzawi

Print Name: Darin S. Wasileski

Address: PO Box 365, Snellville, GA 30078

Address: PO Box 365, Snellville, GA 30078

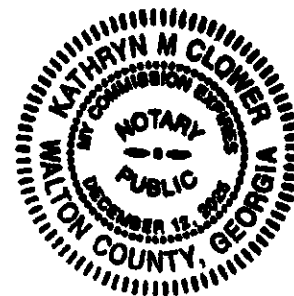
Phone #: (404) 375-6904

Phone #: (770) 833-9693

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.

Kathryn M Clower
Notary Public

1/3/23
Date



Article 4, Part 4, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

Existing use is vacant undeveloped tract of land that fronts Highway 78 and Tommy Dillard Rd.
The surrounding property to the east along Hwy 78 is all zoned B-3 and used for outside storage and/or sales of storage buildings and/or building materials.

- 2. The extent to which property values are diminished by the particular zoning restrictions;

The condition requiring access from Highway 78 significantly impacts the overall value of the property because the conditions of the rezone restrict the ability to use the property as zoned. There are 3 commercial drives off Tommy Dillard and we are asking that we be treated the same.

- 3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;

None foreseen.

- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;

Public traveling on Highway 78 will be safer for access to come from Tommy Dillard

5. The suitability of the subject property for the zoned purposes; and
The property has already been zoned B-3 and is very suitable the use.

6. The length of time the property has been vacant as zoned, considered in
the context of land development in the area in the vicinity of the property
Was zoned A-1 for 25 years or so before being rezoned B-3

Letter of Intent

To whom it may concern:

After consulting with W&A Engineering and GDOT, we are requesting the conditions to zoning requiring access from Hwy 78 only be changed to allow access from Tommy Dillard Rd. as originally requested.

Our engineers met on site with GDOT and took note of the 3 existing commercial entrances off Tommy Dillard between our proposed project and Michael Rd. Any additional traffic impact to Tommy Dillard would be minimal from our proposed project and the consensus is it would be safer to use Tommy Dillard for access.

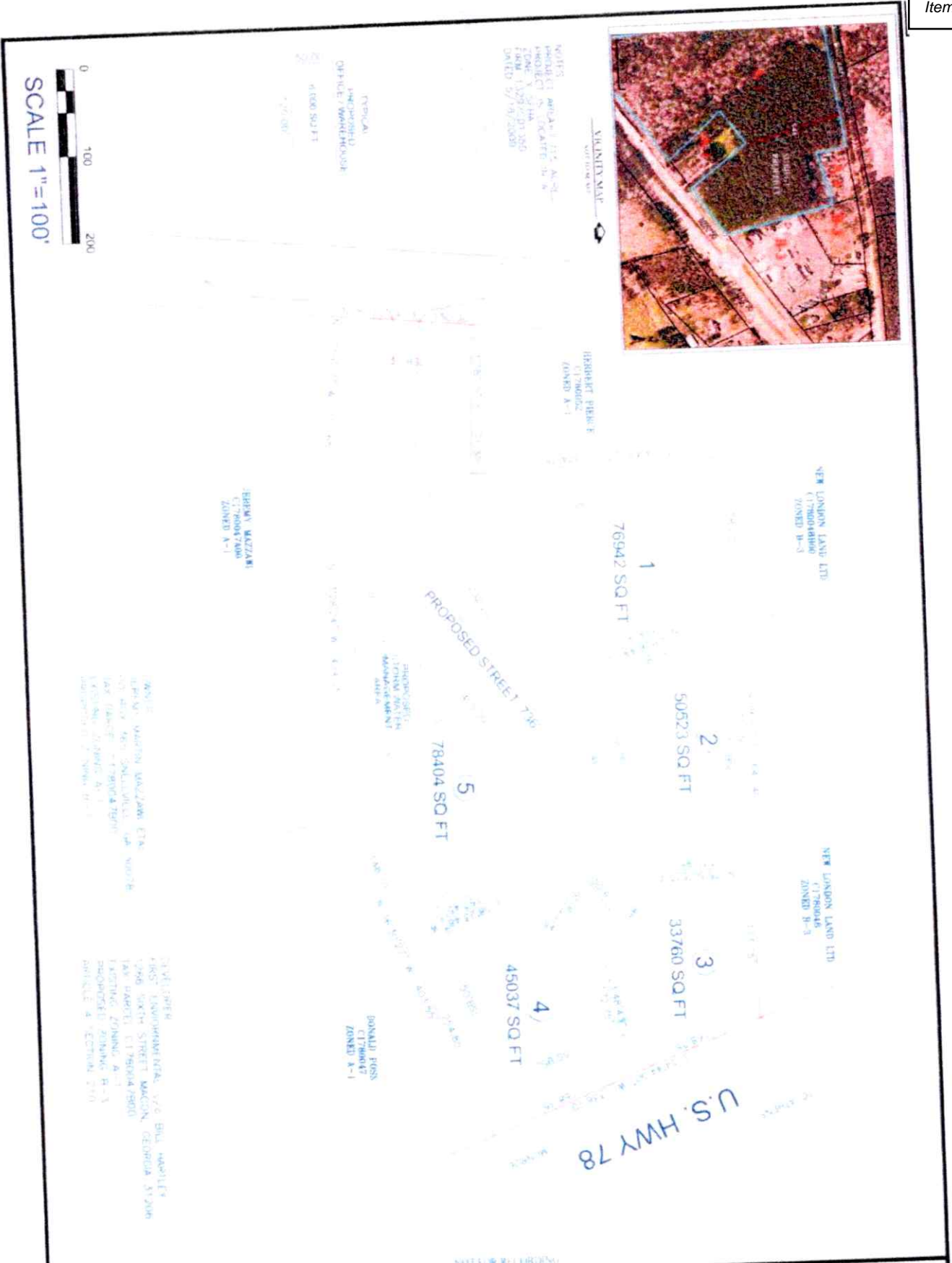
In addition, GDOT's preference is to utilize existing county roads for access when given an option. GDOT ultimately would like to limit the number of direct access onto major traffic corridors so as to keep traffic moving and with Hwy 78 being the only existing east/west major corridor in Walton County, the new housing is seen as more of an impact to Highway 78 and the local connector roads.



Our company, First Environmental Nationwide is an industrial cleaning contractor that sets the standard for customer satisfaction in the industrial cleaning, industrial vacuuming (vacuum truck services), hydro blasting, and 24-hour emergency spill response markets. All our work is done at our customers/clients location and we don't store or handle hazardous materials at our warehouse.

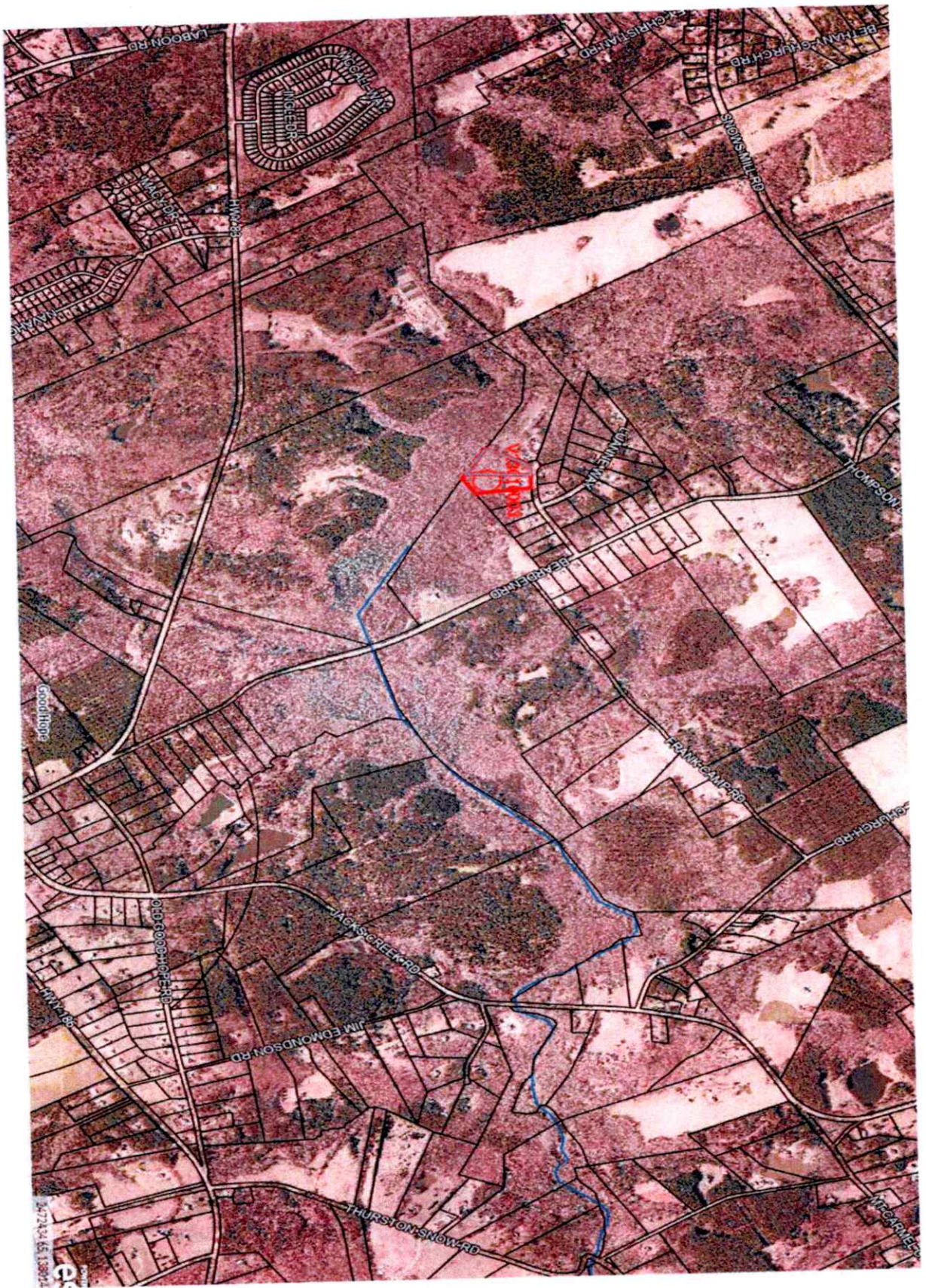
We are presently located in Atlanta, Macon, and Brunswick and our intention to construct site improvements and a new warehouse in Walton County to support our business in the surrounding market. We feel we would be a good partner to work with Walton County and provide good paying job opportunities while growing the tax base and asking to be treated fairly in this regard. Thank you for your support.

Bill Hartley





 <p>W&A ENGINEERING A Better Communities Collaborative Company ATHENS • ATLANTA • AUGUSTA • BIRMINGHAM • MONROE • NASHVILLE 1002 South Broad Street Monroe, Georgia 30605 770.267.4703 info@WAengineering.com www.WAengineering.com</p>	<p>NOTE FOR RECORDING: REZONE CONCEPT PLAN</p> <p>FIRST ENVIRONMENTAL PARK</p>		
	<p>PARCEL C179004786 LANDLOT 198, 199, 216 & 217 WALTON COUNTY, GEORGIA</p>	<p>PROJECT NO: 20446 JULY 29, 2022</p>	





January 10, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, January 10, 2023 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:15 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Dixon made a motion to adopt the agenda with the addition of discussing security at Felker Park at the request of Chairman Thompson. Commissioner Shelnett seconded the motion. The motion carried unanimously.

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Denial of LU220900 Character Area change from Suburban to Neighborhood Residential/Rezone and Z22080019 - Rezone 3.65 acres from A1 to B2 for self-storage climate controlled facility & variances - Applicant: Monroe Self Storage LLC/Owner: Judy D Cook - Property located at 5005 Ozora Church Rd and Hwy. 81/Map/Parcel C0360004 - District 1

Chairman Thompson opened the public hearing on the matter. Andrea Gray spoke in favor on behalf of Monroe Self Storage. The matter was previously tabled in order to work with adjacent property owners to address their concerns. However, when it came back before the Planning Commission, the public hearing was denied. The applicant would like to propose that the property be rezoned from A1 to B2, to allow a variance for a 2-story structure and a variance for a 25 ft. buffer with 8 ft. opaque fencing and to amend the Character Area Map, Suburban to Neighborhood Residential. Owner Judy Cook and Nathan Purvis also spoke in favor. Allen Harrison, Marie Harrison and Shelley Harrison spoke in opposition voicing their concerns with erosion and possible criminal activity. Chairman Thompson closed the public hearing on the matter.

Motion: Chairman Thompson made a motion to approve per the applicant's proposal. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Banks, Shelnett, Adams and Dixon voted in favor. Commissioners Warren and Bradford opposed the motion. The motion carried 5-2.

Approval with conditions Z22100004 - Rezone 2.90 acres from A1 to B1 for a gas station & retail space - Applicant/Owner: Georgia Investment Group, LLC - Property located at 6495 Hwy 20/Rosebud Rd. - Map/Parcel C0020021 - District 2

Recommended Conditions: Add additional trees in buffer on the north and west side with number and species to be determined by Walton County Planning & Development.

Chairman Thompson opened the public hearing on the matter. Tip Huynh with Alcovy Consulting Engineering spoke in favor on behalf of Georgia Investment Group. He stated they are willing to abide by the recommendations of the Planning Commission. Lee Dennis and Sherra Lanier spoke in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Banks made a motion to approve the rezone per the Planning Commission recommendations. Chairman Thompson seconded the motion. Commissioners Warren, Banks, Adams and Dixon voted in favor. Chairman Thompson, Commissioners Bradford and Shelnett opposed the motion. The motion carried 4-3.*

At 7:36 p.m., Commissioner Banks requested a short break and the Board resumed the meeting at 7:42 p.m.

Withdrawal - CU22110002 - Event Facility and Variance to request event facility not located on an arterial or collector road as required - Applicant: Grace M. Tillman/Owner: Michel Jeannot - Property located at 390 Nunnally Farm Rd. -Map/Parcel C0770002A00 - District 5

Motion: *Commissioner Adams made a motion to allow the withdrawal of the conditional use. Commissioner Bradford seconded the motion; voted and carried unanimously.*

Approval with conditions Z22100024 - Rezone 3.551 acres from A2 to B3 to allow retail establishment - Applicant: Split Silk Properties, LLC/Owner: Lyncia McCurdy - Property located on Hwy 78 - Map/Parcel C0430014 & 015 - District 1

Recommended Conditions: 1) Change the zoning to B2, 2) Applicant to look at shifting building to west, 3) Remove parking on the east, 4) Maintain 20 ft. buffer.

Chairman Thompson opened the public hearing on the matter. Jeff Timler with Split Silk Properties spoke in favor requesting that conditions 3 and 4 be removed. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Warren made a motion to approve with the conditions recommended by the Planning Commission. Commissioner Banks seconded the motion. All voted in favor.*

PLANNING & DEVELOPMENT

Acceptance of Right of Way - Joel's Landing

Acceptance of Right of Way - The Fields at Alcovy Mountain, Phase II

Acceptance of Right of Way - Red Oak Ridge, Phase 1

Motion: Commissioner Adams made a motion to accept the right of way for Joel’s Landing, The Fields at Alcovy Mountain, Phase II and Red Oak Ridge, Phase I. Commissioner Bradford seconded the motion; voted and carried unanimously.

FINANCE

Presentation of FY 2022 Audit - Mauldin & Jenkins

Ryan Jones with Mauldin & Jenkins presented the FY22 Audit for approval.

Motion: Commissioner Adams made a motion, seconded by Commissioner Bradford to approve the audit. All voted in favor.

Request by Judge Ott to fund Associate Judge Position for Probate Court retroactive to 11/10/2022

Motion: Commissioner Dixon made a motion to approve the funding of the Associate Judge’s Position for Probate Court retroactive to 11/10/2022. Commissioner Adams seconded the motion and all voted in favor.

APPOINTMENTS

County Clerk

Motion: Commissioner Adams made a motion; seconded by Commissioner Shelnut to reappoint Rhonda Hawk as County Clerk. All voted in favor.

Assistant County Clerk

Motion: Commissioner Bradford made a motion; seconded by Commissioner Dixon to reappoint Patrice Broughton as Assistant County Clerk. All voted in favor.

County Attorney

Motion: Chairman Thompson made a motion, seconded by Commissioner Adams to reappoint the firm of Atkinson - Ferguson as County Attorney. All voted in favor.

Vice Chairman

Motion: Commissioner Adams made a motion, seconded by Commissioner Bradford to reappoint Timmy Shelnut as Vice Chairman. All voted in favor.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of December 6, 2022 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater

- 3. Declaration of Surplus Property
- 4. Encroachment Agreement – Ga. Power – CH Church Road Water Transmission Main
- 5. IGA – WCWSA – Management of Recreation Area – HLC Reservoir
- 6. 2023 Engagement Letter – Holland & Knight
- 7. Agreement – Windstream State Fiscal Recovery Funds
- 8. Resolution of JDA – Stanton Springs North Addition (for the record)
- 9. Acceptance of P&R Atlanta Hawks foundation Grant in the amount of \$2,380

***Motion:** Commissioner Adams made a motion approve the Administrative Consent Agenda. Commissioner Dixon seconded the motion; voted and carried unanimously.*

RESOLUTIONS

Resolution - Setting time, dates and location of the regular monthly meetings of the Board of Commissioners for 2023

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Shelnett to adopt the Resolution. All voted in favor.*

Finance Director Milton Cronheim presented FY23 Budget Amendments for approval.

Resolution - FY23 Budget Amendments

***Motion:** Commissioner Shelnett made a motion, seconded by Chairman Thompson to approve the FY23 Budget Amendments as presented. Voted and carried unanimously.*

HUMAN RESOURCES

Appointments - Personnel Advisory Board

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Warren to reappoint Mickey Lankford, Jacqueline McClendon and Doug Hawkins to the Personnel Advisory Board. All voted in favor.*

ACCEPTANCE OF BIDS/PROPOSALS

Acceptance of Proposal - Microbac Laboratories - UCMR5 Testing - Water Department

***Motion:** Commissioner Bradford made a motion to approve the proposal from Microbac Laboratories for UCMR5 Testing for the Water Department. Commissioner Banks seconded the motion; voted and carried unanimously.*

DISCUSSION

Security Cameras for Felker Park

Motion: Commissioner Bradford made a motion to obtain bids for security cameras at Felker Park. Commissioner Warren seconded the motion. All voted in favor.

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board. He suggested that the Board revisit the current COVID sick pay policy.

Motion: Commissioner Adams made a motion, seconded by Commissioner Banks to end the current COVID sick pay policy effective February 1, 2023. All voted in favor.

PUBLIC COMMENT

Stephanie Calabrese spoke during Public Comment.

ADJOURNMENT

Motion: Commissioner Bradford made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:35 p.m.

All documents of record for this meeting are on file in either the addendum book or auxiliary file under this meeting date.

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

February 7, 2023

Department	Fund	Description	Payee	Amount
Budget Year FY 23				

Various

	Various	Replenish Funds in Worker's Comp Trust - December 2022 - For the Record	Walton County BOC	\$10,542.00
	100	Premium for January 2023 - For the Record	One America	\$32,694.66
	100	Crack Seal Blocks(4)	Reynolds-Warren Equipment Co, Inc.	\$7,290.00
	100	Premium Coverage for February 2023 - For the Record	Anthem Blue Cross	\$7,997.62

Debt Service

8000	400	Motorola Lease-Interest Payment	Truist Governmental Finance	\$15,600.01
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Other Finance

9610	610	Replenish Funds in Health Benefits Trust - For the Record	Walton County Health Benefits Trust	\$500,000.00
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Finance Administration

1510	100	Final Bill for FY2022 Annual Audit & Single Audit ARPA	Mauldin & Jenkins	\$14,500.00
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Data Processing/MIS

1535	100	Udemy Online Training - IT Department	SHI International Corp	\$10,022.04
	100	HP LaserJet Printers (20) & Color LaserJet Pro Printer (5)	Southern Computer Warehouse	\$9,021.40

Data Processing/MIS - SPLOST 2019

1535.19	100	Firewall for E-911	SHI International Corp	\$51,819.19
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Judicial BLDG - SPLOST 2019

1565.19	323	Office Furniture, Chairs and an Economy Training Table	ULINE Supply Co	\$7,280.00
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Judicial BLDG - SPLOST 2013

1565.13 **322** Employee Health Clinic Parking Lot Atlanta's Best Concrete, Inc. **\$49,375.00**

District Attorney - ARPA

2200.21 **257** September 2022 Draw#4 - ARPA Alcovy Judicial Grant Reimbursement Newton County BOC **\$5,046.87**

Jail

3325 **100** Monitoring and Activation for Ankle Monitoring -December 2022 Joe Ray Bonding **\$12,484.00**

100 Inmate Meals 12/4/2022 - 12/31/2022 Kimbles Food's **\$68,406.46**

100 Inmate Medical -October 2022 Correct Health **\$52,810.15**

100 Inmate Medical -September 2022 Correct Health **\$67,472.85**

100 Housed out Inmates - October & November 2022 Washington County BOC **\$37,455.00**

Sheriff

3300 **100** Bullet Proof Vests w/ Carriers (14) Public Safety Uniform & Supply Ga **\$10,850.00**

100 Pepperball Powder Ammo Projectiles (7), Live-X Powder Projectiles (2) and Pepperball Maxx Projectiles Pepper Ball **\$5,091.85**

Inmate Phone

3313 **212** 2023 250 Med Roof Cargo Van and Air Conditioning for the back of Van - **For the Record** Wade Ford, Inc **\$47,655.00**

Inmate Commissary

3314 **213** 2023 250 Med Roof Cargo Van and Air Conditioning for the back of Van - **For the Record** Wade Ford, Inc. **\$47,655.00**

Fire

3520.270 **270** Long Term Disability and Lump Sum Cancer Benefit Policy ACCG-IRMA - TruistTrust Dept Southeastern Laundry **\$7,193.47**

270 Fire Station 7 Washer Extractor Replacement & Insatllation Equipment **\$14,130.00**

	270	Fire Station 7 Kitchen Appliance Replacements-Washer, Dry, Refrigerator	Peters & Fosters, Inc	\$5,271.00
	270	Tempest Technology Battery and Charger (4)	Ten-8 Fire Equipment	\$19,994.08
	270	Fire Station 7 Furniture Replacement - Chairs, Metal Beds, Conf. Tables	Dream Seats, LLc	\$17,043.30
EMS				
	3610	531 Ambulance Billing -December 2022	Emergency Billing, LLC	\$22,008.43
		531 Performance Load w/ Charge Plate (2)	Stryker	\$10,642.00
E-911				
	3800	215 Hwy 81 Water Tower Generator Replacement	Kraft Power	\$38,445.00
Animal Control				
	3910	100 2022 F250 Reg Cab	Akins Ford Corp	\$41,375.00
Roadways & Walkways				
	4220	100 Providence Club Concrete Repairs	Black Oak, Inc	\$38,000.00
Unpaved Streets				
	4222	100 Gab Crusher Run - Various Country Roads	Hanson Aggregates	\$30,000.00
Traffic Engineering - SPLOST				
	4270.19	323 New Paved Roads - Gratis Rd, Hightower Rd., Marce Camp Rd	Peek Pavement Markings	\$43,556.23
		323 2022 F-250 Ext cab Service Body	Akins Ford Corporation	\$52,031.00
Hard Labor Creek				
	4405	508 Professional Services - December 1, 2022 thru December 31, 2022 - <i>For the Record</i>	Atkinson Ferguson, LLC	\$822.50
HLC Water Treatment Facility				
	4430	504 Professional Engineering Services - November 26, 2022 - December30, 2022 <i>For the Record</i>	Jacobs Engineering	\$10,440.68
		504 Professional Engineering Services - November 26, 2022 - December 30, 2022 - <i>For the Record</i>	Jacobs Engineering	\$5,368.41
Water				
	4446	507 Stock Replacement for Service Lines, Meter Installs, and Service Line Repairs	Delta Municipal Supply Co	\$47,556.40
		507 Blanket for Meters/Meter Supplies	Delta Municipal Supply Co	\$25,000.00
		507 Purchased Sand	Rutledge Crane Service	\$5,000.00
		507 Unleaded Gas and Diesel	Stephens Oil Company	\$7,694.50
		507 Outsourcing and Postage for Bills	Arista Information Systems, Inc	\$9,832.52
		507 Water, Testing	Cornish Creek Water Fund	188,457.00

507	Tank Service for Various County Roads	Utility Service Co	11,003.77
507	Water used form Ozora Road	Gwinnett County Department of Water Resources	13,195.91
507	Reimburse Amount Paid to Extend Water Main - Project was Canceled Due to Rock	Victor Diaz	34,845.00

Solid Waste

4530	540	Tipping Fees - December	City of Monroe Public Works	\$12,770.12
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\$1,782,745.42

**Summary of Actions Taken at the December 13, 2022 Meeting of the
Walton County Water and Sewerage Authority**

- Consider Adoption of Meeting Agenda – **APPROVED**.
- WCWSA Review/Approval of October 4, 2022 Meeting Minutes -- **APPROVED**
- 404 Permit Compliance: Consider approval of proposal from Nelson Environmental for required 2023 Hard Labor Creek Biomonitoring and Habitat Assessments, in the amount of \$32,923.05. -- **APPROVED**
- Water Treatment and Transmission Facilities:
 - Following Executive Committee review, consider committee recommendation to select Jacobs Engineering Group, Inc. to provide professional engineering services for the Hard Labor Creek Water Treatment Facility. -- **APPROVED**
 - Consider approval of proposal from Jacobs Engineering to prepare, update and submit the Basis of Design Report (BODR) for the proposed 16 MGD conventional water treatment facility, in the amount of \$156,100. *(Task 5)* -- **APPROVED**
- Reservoir Recreation:
 - Consider approval of Intergovernmental Agreement between Walton County Water & Sewerage Authority and Walton County Board of Commissioners for future operation and maintenance of the Reservoir Recreation Facilities and adjacent property. -- **APPROVED**

Fiscal Agent Designation and Acceptance Agreement

COUNTY: Walton

The Walton County Board of Commissioners agrees to serve as the Fiscal Agent for the The Partnership for Families, Children and Youth for the period of July 1, 2023 through June 30, 2024.

The Fiscal Agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made and 5) agree the local Family Connection collaborative governing body is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the Fiscal Agent's own policies and procedures.

Family Connection Collaborative Chairperson:

Signature2

Print Name: Danny Curry

Date2

Fiscal Agent:

Fiscal Agent's fiscal year end date (month and day):
June 30

Signature1

Print Name: David Thompson

Title: Fiscal Agent Signatory

Date1

Family Connection Coordinator:

Signature3

Print Name: Dena Huff

Date3



SHERIFF JOE CHAPMAN
WALTON COUNTY SHERIFF'S OFFICE
1425 South Madison Avenue, Monroe, Georgia 30655
Office (770) 267-6557
Fax (770) 267-1500



January 20, 2023

To: Walton County Board of Commissioner's

303 South Hammond Drive

Monroe, GA 30655

Dear Commissioner's,

In order to assist the Georgia State Patrol in their traffic enforcement efforts in Walton County the Sheriff's Office would like to donate to following items to the State of Georgia;

Stalker LIDAR RLR S/N LA004617 with accessory kit, value \$2500

Stalker LIDAR RLR S/N LA004616 with accessory kit value \$2500

Stalker LIDAR RLR S/N LA004630 with accessory kit value \$2500

I request this action be placed on the next board agenda for approval.

Regards,

A handwritten signature in black ink, appearing to read "Joe Chapman".

Sheriff Joe Chapman

Attachment

State of Georgia Approval for Donation Form



APPROVAL FOR DONATION

Contingent upon approval of the Georgia Board of Public Safety, the undersigned hereby donates to the Georgia Department of Public Safety the following:

Donation of Equipment/State or Local Funds		
Description of Item: Stalker LIDAR RLR Unit		
Serial Number: 1) LA004616	2) LA004617	3) LA004630
Total Fair Market Value: \$7,500		

Upon approval by the Board and acceptance by the donee, all rights in the described item and all incidents of ownership are relinquished by the donor and transferred to the donee. The donor hereby expressly relinquishes any claim to or further responsibility for the described item which may be used and disposed of in the donee's interest in any manner the donee sees fit.

Georgia DPS is compliant with the Agreement, Certification and Audit provisions set forth in the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (July 2018)*. By signing below, the donor certifies that donated equipment was not purchased with funds received through the federal equitable sharing program.

Signature of Donor or Authorized Representative

Print or Type Name of Donor

Date

REQUEST TO ACCEPT DONATION

The above item or items have been donated to the Georgia Department of Public Safety contingent upon approval by the Board of Public Safety. I hereby certify that this agency has a need for the described item and that no appropriated funds are available to permit the agency to purchase the needed item.

Signature of Agency Head

Print Name and Title

APPROVED BY BOARD OF PUBLIC SAFETY

Chairman

Date



**Proposal for Project Management Services – TO #4
Walton County Georgia – Hard Labor Creek
Recreation Area
January 06, 2023**

BETWEEN: **Walton County Board of Commissioners**
303 South Hammond Drive, Suite 330
Monroe, GA 30655
C.O: David Thompson, Chairman

Hereinafter referred to as the **Walton County or Owner.**

AND: **ASCENSION Program Management, LLC.**
2990 Summit Lane
Monroe, Georgia 30655
C.O: Thomas J. “Jeff” Prine, CEO/President

Hereinafter referred to as **APM**

FOR: Walton County Georgia – TO #4 Hard Labor Creek Recreation Area - Project Management Services

Hereinafter referred to as the Project.

PROJECT UNDERSTANDING

Walton County, Georgia wishes to develop a new, Recreation Area located at Hard Labor Creek Reservoir along Social Circle Airplay Road. Park is to include Passive Recreational Facilities such as Parking, Trails, Boat Ramp and Dock, Fishing Pier, and Restroom Facility. Walton County needs assistance in APM providing Project Management Services associated with Cost Estimates and Grant Administration.

Our roles include:

1. **ASCENSION PM** – Point of Contact for Client and service provider.

ASSUMPTIONS The fees for Basic Services are predicated on the following conditions:

1. Walton County has contracted with Precision Planning to provide Design and some support services such as Preliminary Field survey & Geo Technical services.
2. APM to assist County Manager in developing Cost Estimates in support of the GA DNR Application for funding.
3. APM to assist County Manager in Grant Administration once approved by GA DNR.

Walton County Georgia – Hard Labor Creek Recreation Area - Project Management Services

January 6, 2023

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SCOPE OF BASIC SERVICES: APM’s Scope of Basic Services indicated as follows:

TASK 1.0 – PRE-APPLICATION PROCESS (to be completed by April 1, 2023):

- 1.1.1 Pre-application Cover Letter.** APM will work with Walton County Staff to develop a Cover Letter.
 - This official letter is the instrument demonstrating support and authority to submit a Pre-application, signed by a ranking authorizing representative of the entity (Board Chairperson). It must be on official letterhead.

- 1.1.2 Preliminary Site Plan and/or Conceptual Plan.** It appears that Walton County has achieved this with Precision Planning.

- 1.1.3 Property Boundary Map.** It appears that Walton County has achieved this with Precision Planning.
 - *This map shall depict the official boundary, as committed to by the Applicant, which shall be considered the Project Site. All GOSP funded elements must reside within the Property Boundary Map. For acquisitions, the Property Boundary must be the entire parcel(s) receiving GOSP funding. For stewardship projects, it may be only that portion of an existing parcel(s) affected by GOSP funding.*

- 1.1.4 Project Location Map/ Photos of the Site (Optional).** It appears that Walton County has achieved this with Precision Planning.
 - *An unofficial map depicting the relative location of the Project Site to local towns and cities. GADNR staff will utilize this map in order to visit the Project Site for GADNR required inspections. Websites such as Google Maps, Rand McNally, etc. will suffice in being the basis for this map.*

- 1.1.5 Generalized Project Budget Worksheet.** APM will develop the Generalized Project Budget worksheet on behalf of Walton County.
 - *This budget shall include all categories of expenditures, modestly detailed enough to reflect the types of materials and expenses anticipated for reimbursement. Only items and values on this budget will be considered for reimbursement.*

- 1.1.6 Other Items as follows:**
 - **A resolution adopted by the governing entity of the Applicant authorizing the application and committing all funds required to complete the proposed project.**
(This is a document of the Applicant’s own creation and uploaded into the application portal)
 - **Current copy of the lease or conservation easement (if applicable)**
 - **A copy of the proposed conservation easement agreement (if applicable)**
 - **Proof of accreditation of application and/or easement manager (if applicable)**
 - **Copy of conservation easement management plan, current and/or proposed (if applicable)**

Walton County Georgia – Hard Labor Creek Recreation Area - Project Management Services

January 6, 2023

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- **Signed statement from landowner expressing support (if applicable)** – A legally defensible document that demonstrates the support of the landowner for the project in its entirety *if the Applicant and owner are not the same.*
(This is a document of the Applicant’s own creation and uploaded into the application portal)
- **Letters of financial commitment from sponsors and partners**
(This is a document of the Applicant’s own creation and uploaded into the application portal)
- **Approvals to cross a public highway or a public utility right-of-way (if applicable)** - Applicants with projects requiring the use of known existing Rights of Way should contact the Georgia Department of Transportation (GDOT) for direction on attaining approval for use as needed. Failure to do so may cause delays in the in the execution of the Project Agreement.
- **Appraisals** (Acquisition or real property donation only. See section 2.1 and 2.3E) – Subject to GADNR independent appraisal review. See section 2.1

TASK 2.0 – GRANT ADMINISTRATION (24 months to complete from the date of the mutually signed project agreement): To the extent Walton County is approved to receive Grant Funds, APM will assist in the Administration of said project and funds as follows:

2.0 Reporting. APM will assist Walton County in generating and submitting the required reports as follows:

- **Quarterly Progress Reports:**
Once a Project Agreement is signed, the Grantee shall report to GADNR on the progress of the project, on a quarterly basis as follows:
 - Period beginning January 1, ending March 31: Report is due April 30.
 - Period beginning April 1, ending June 30: Report is due July 31.
 - Period beginning July 1, ending September 30: Report is due October 31.
 - Period beginning October 1, ending December 31: Report is due January 31.

2.1 Reimbursement Requests. APM will assist Walton County in achieving reimbursement requests.

- *Payment of grant funds is primarily on a reimbursement basis. Accurate and comprehensive documentation of project costs is critical. Applicants will be required to submit to GADNR a Reimbursement Request as well as detailed documentation (e.g. proof-of-purchase, proof-of-payment, force account details, etc.) prior to reimbursement. Where required by law, intergovernmental agreement, or budget policy, etc., state agencies may be allowed funding draws, requiring approval of GADNR. All reporting responsibilities must still be adhered to throughout the entirety of the project.*

Partial Billings

- *A partial billing is considered to be a request made before the project is completed. Total partial billings may not exceed 75% of the total grant amount. 25% of each reimbursement request will be held as retainage until 25% of the total approved grant amount is reached.*

Final Billing

- *A final billing is made when the project’s scope of work is complete. All required documentation has been submitted and approved, and the project is open to the public, if applicable. Grantees must submit a Final Reimbursement Request and identify any*

Walton County Georgia – Hard Labor Creek Recreation Area - Project Management Services

January 6, 2023

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Proposed by:

ASCENSION Program Management, LLC.



Thomas J. Prine, CCM, LEED AP
CEO / President

Accepted by:

Walton County Board of Commissioners

Signature

David Thompson – Chairman

Date

Walton County Georgia – Hard Labor Creek Recreation Area - Project Management Services

January 6, 2023

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TERMS AND CONDITIONS

These terms and conditions and the proposal to which this document is attached shall fully govern any services performed by the APM as Consultant for the Owner and constitutes the "Agreement". "Owner" shall mean the person, firm, corporation, or his designated agent for whom services are to be performed. "Proposal" shall mean the letter, proposal, quotation, or other notification wherein APM offer to furnish services and to which these Terms and Conditions are attached. "Services" shall mean those services described in the Proposal and any other services as may be addressed or performed in connection with this Agreement, consisting of the Proposal and these Terms and Conditions. Contractor shall be that party whom the Owner has engaged for construction services.

SCOPE OF SERVICES DOES NOT INCLUDE DESIGN SERVICES:

The work performed by APM shall not be construed as design services. APM will perform Project Management services for said project.

RIGHT OF ENTRY: APM will coordinate entry with Walton County Staff. APM will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration or damage which may result from our operations. If Owner desires us to restore the land to its former condition, we will comply and add the cost to the fee.

CHANGED CONDITIONS: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to APM are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, APM may call for renegotiations of appropriate portions of this Agreement. APM shall notify the Client of the changed conditions necessitating renegotiations, and APM and the Client shall promptly and in good faith enter into renegotiations of this Agreement. In establishing fees for any additional services to be performed, APM shall utilize the same fee schedule already agreed upon.

If during the execution of the work we are required to: 1) perform other services; 2) make revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions received in previous submittal phases; 3) make revisions as a result of changes in the scope of work including but not limited to such things as requests by the owner, requirements of third parties or changes in schedule; or, 4) making revisions, including revisions made necessary by any adjustments in the program or project budget; additional charges will be applicable at mutually agreed upon rates.

INFORMAL DOCUMENTS: From time-to-time APM may provide the Owner with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Owner should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

SITE SAFETY: APM will make visits to the job site to observe the progress of the work and to observe whether it is, in general, being performed in accordance with the plans. APM shall not be responsible for safety in or about the job site; shall not be in control of the safety or adequacy of any equipment, building component, scaffolding, excavation, forms, or other work aids; and shall not be responsible for superintending the work. APM shall not have the authority or a duty to stop the work. The Owner agrees that the Owner, APM and APM's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy.

STANDARD OF CARE: In providing services under this Agreement, APM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

DELAYS: APM is not responsible for delays caused by factors beyond APM's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of APM's services or work product promptly, or delays caused by faulty performance of the Owner or by contractors of any level. When such delays beyond APM's reasonable control occur, the Owner agrees APM is not responsible for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

Walton County Georgia – Hard Labor Creek Recreation Area - Project Management Services

January 6, 2023

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OWNER DISCLOSURE: Owner agrees to advise APM prior to execution of this Agreement of any hazardous substances or any condition, known or that should be known by Owner existing in, on, or near the site that presents a potential danger to human health, the environment, or equipment. Owner agrees to provide continuing information as it becomes available to the Owner in the future. By entering into this Agreement and providing services hereunder, we do not assume control of or responsibility for the site or any person in charge of the site, or undertake responsibility for reporting to any Federal, State, or local public agencies any conditions of the site that may present a potential danger to public health, safety, or the environment. Owner agrees to notify the appropriate Federal, State, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment.

INSURANCE: APM shall at his own expense, carry and maintain the following insurance:

- a. Worker's Compensation \$1,000,000
- b. General Liability
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000

PAYMENT: Unless otherwise agreed and noted herein, invoices will be rendered bi-monthly for the estimated percentage of the services completed. APM will invoice for its services during each period. Payment is due upon receipt of the invoice. If payment is not received within thirty (30) days from the invoice date, Owner agrees to pay a service charge on the past due amount at the rate of one and one-half percent (1.5%) per month. If the Owner fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by APM. The Owner agrees to bear the cost of all collection efforts associated with unpaid invoices including, but not limited to the reasonable value of APM's time, attorney's fees, expenses, and court costs. The Owner agrees that he will not hold APM responsible for any damages associated with suspension or termination of services due to non-payment of invoices.

LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of APM to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty (express or implied) of APM, shall not exceed the total fees paid by the Client to APM for services under this Agreement. The limitation of liability provided for herein shall not be applicable to claims, losses, costs, or damages arising or resulting from APM's gross negligence or intentional misconduct.

PROMPT NOTICE

Client will give prompt written notice to APM whenever Client observes or becomes aware of any development that affects the scope or timing of APM's Scope of Services.

FURNISHED DATA

Client will provide APM with all data and information regarding Client's requirements for the Project in its possession, including, but not limited to, previous reports, maps, surveys, and all other information relating to APM's Scope of Services on the Project. APM shall be entitled to rely upon the accuracy, timeliness and completeness of the information provided by Client

FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

DISPUTE RESOLUTION: The parties agree to attempt to resolve any dispute without resort to litigation through the use of direct negotiations or mediation. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

Walton County Georgia – Hard Labor Creek Recreation Area - Project Management Services

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SEVERABILITY: In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

INTEGRATION: This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied.

SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and APM shall survive the completion of the services and the termination of this Agreement.

TERMINATION/CANCELLATION

This Agreement may be terminated by the Client for convenience after seven (7) days written notice to APM. In event of such termination, APM shall be compensated for services performed and necessary expenses incurred to the date of termination.

This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party. In the event of such a termination, APM shall be paid its compensation for services performed consistent with this Agreement and the applicable standard of care and necessary expenses incurred therewith prior to the date of termination.

COMPLIANCE WITH LAW. APM shall promptly notify Owner if APM becomes aware that the design or construction of the Project violates any provision of law including, without limitation, the Americans with Disabilities Act.

GOVERNING LAW: All claims, disputes or controversies, or other matters in question arising out of or relating to the project or to performance of this Agreement shall be decided under the laws of the State of Georgia.

Health Insurance Portability and Accountability Act (HIPAA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made and entered into as of January 1, 2023 (hereinafter “Effective Date”) by and between [Name of County] _____, on behalf of [Name of Plan(s)] _____ (hereinafter “Covered Entity”), and the **Association County Commissioners of Georgia** (hereinafter “Business Associate”).

Recitals

WHEREAS, the Department of Health and Human Services (“HHS”) has promulgated regulations at 45 C.F.R. Parts 160-164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by American Recovery and Reinvestment Act of 2009 (P.L. 111-5, ARRA) (“HIPAA”);

WHEREAS, Business Associate acknowledges that certain provisions of HIPAA have been amended in ways that directly regulate Business Associate’s obligations and activities with respect to Protected Health Information (“PHI”);

WHEREAS, HIPAA provides, among other things, that a Covered Entity is permitted to disclose Protected Health Information to Business Associate and allow Business Associate to obtain and receive Protected Health Information, if Covered Entity obtains satisfactory assurances in the form of a written contract that Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, Business Associate will create, receive, maintain or transmit certain Protected Health Information in conjunction with the services being provided by Business Associate to Covered Entity pursuant to the Group Adoption Agreement entered into by the Business Associate and Covered Entity as of [Date of Signature on Group Adoption Agreement] _____ (the “Services Agreement”), thus necessitating a written agreement that meets the applicable requirements of the HIPAA Statute, including the Privacy, Security, Breach Notification, and enforcement rules at 45 CFR Part 160 and Part 164, the HITECH Act, and any associated Regulations, as such may be amended from time to time. Both parties have mutually agreed to satisfy the foregoing regulatory requirements through this Agreement.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions; Applicability

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

- (a) Business Associate: “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.
- (b) Covered Entity: “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.

(c) Electronic Health Record: “Electronic Health Record” shall have the same meaning as the term “electronic health record” in the HITECH Act, Section 13400.

HIPAA: “HIPAA” collectively refers to the HIPAA Statute, including the Privacy, Security, Breach Notification, and enforcement rules at 45 CFR Part 160 and Part 164, the HITECH Act, and any associated Regulations, as such may be amended from time to time. (e) (All terms not defined herein shall have the meaning ascribed to them in the HIPAA Statute, including the Privacy, Security, Breach Notification, and enforcement rules at 45 CFR Part 160 and Part 164, the HITECH Act, and any associated Regulations, as such may be amended from time to time.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI not provided for by the Agreement, and any security incident of which it becomes aware. In event of a Breach of Unsecured Protected Health Information by Business Associate or any of its officers, directors, employees, or subcontractors, Business Associate shall promptly notify Covered Entity in accordance with 45 C.F.R. 164.410.

(d) Business Associate and Covered Entity agree to mitigate, to the extent practicable, any harmful effect that is known to it arising out of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.

(e) In accordance with 45 CFR 164.502(e)(1) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

(f) In accordance with 45 CFR 164.524, Business Associate agrees to make available PHI in a designated record set to the Covered Entity within twenty (20) days of a request by Covered Entity for access to PHI about an individual. In the event that any individual request access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within twenty (20) days of receiving such request. Business Associate may impose a reasonable cost-based fee for the provision of copies of Protected Health Information in a designated record set in accordance with 45 C.F.R. 164.524(c)(4).

(g) In accordance with 45 CFR 164.524, Business Associate agrees to make available any amendment(s) to Protected Health Information within twenty (20) days of a request by Covered Entity. Business Associate shall provide such information to Covered Entity for amendment and incorporate any amendments in the PHI as required by 45 C.F.R. 164.526. In the event a request for an amendment is delivered directly to Business Associate, Business Associate shall forward such request to Covered Entity within twenty (20) days of receiving such request.

(h) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate, on behalf of Covered Entity, available to the Secretary, for purposes of the Secretary determining Covered Entity’s or Business Associate’s compliance with HIPAA.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

(j) To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

(k) Except for disclosures of PHI by Business Associate that are excluded from the accounting obligation as set forth in 45 CFR 164.528 or regulations issued pursuant to HITECH, Business Associate shall record for each disclosure the information required to be recorded by Covered Entities pursuant to 45 CFR 164.528. Within twenty (20) days of notice by Covered Entity to Business Associate that it has received a request for an account of disclosures of PHI, Business Associate shall make available to Covered Entity, or if requested by Covered Entity, to the individual, the information required to be maintained pursuant to this Agreement. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such requests to Covered Entity within twenty (20) days of receiving such requests.

(l) Business Associate agrees to comply, where applicable, with Subpart C of 45 CFR Part 164 to maintain the security of the Electronic Protected Health Information and to prevent unauthorized uses or disclosures of such Electronic Protected Health Information. Business Associate shall report to the Covered Entity any Security Incident that results in the unauthorized use or disclosure of Protected Health Information of which it becomes aware.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may use or disclose Protected Health Information for the following purposes:
As necessary to perform the services as agreed to between the Parties, notwithstanding the restrictions on such uses and disclosures as set forth in HIPAA and this Agreement.
- (b) Business Associate may use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific purposes and disclosures set forth herein.
- (c) Business Associate may use or disclose Protected Health Information as required by law or where Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity.
- (e) Business Associate may only de-identify PHI if permitted by Covered Entity and in any event may only de-identify PHI in accordance with 45 CFR 164.514(a)-(c).

4. Obligations of Covered Entity

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to that notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate’s permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

(d) Covered Entity warrants and represents that it shall provide to, or request from, the Business Associate only the minimum Protected Health Information necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

(e) If Protected Health Information is transmitted by electronic transfer or sent in physical media by or on behalf of Covered Entity, Covered Entity shall transmit all such Protected Health Information to Business Associate in an encrypted format, to be mutually agreed by the parties.

(f) Except as otherwise permitted by this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR part 164 if done by Covered Entity.

4.2 Permissible Requests by Covered Entity

Covered Entity represents and warrants that it has the right and authority to disclose Protected Health Information to Business Associate for Business Associate to perform its obligations and provide services to Covered Entity, and Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would violate HIPAA, other applicable laws or Covered Entity’s privacy notice, if done by Covered Entity.

5. Term and Termination

(a) Term. The provisions of this Agreement shall take effect as of the Effective Date, and shall terminate on the date the business relationship, or any services agreements, between Business Associate and Covered Entity, end or are terminated or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section.

(b) Termination for Cause. Upon the parties mutual agreement that there has been a material breach by Business Associate which does not arise from any breach by Covered Entity, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within a mutually agreeable time, or immediately terminate this Agreement if cure of such breach is not possible.

(c) Effect of Termination

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall request, in writing, Protected Health Information that is in the possession of subcontractors of Business Associate.

(2) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protection of this Agreement to such Protected Health Information and limit further uses or disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) Notwithstanding these or any other data retention, destruction or return provisions elsewhere in this Agreement, Business Associate may, in accordance with legal, disaster recovery and records retention requirements, store copies of Covered Entity’s Protected Health Information and other data in an archival format

(e.g. tape backups) or in non-archival backups on secure network drives, which may not be returned or destroyed upon request of Covered Entity. Such copies are subject to the obligations as set forth in this Agreement.

(4) **Survival:** The obligations of Business Associate under this section shall survive the termination of this Agreement.

6. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section of HIPAA means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties agree to negotiate in good faith to amend the Agreement as necessary to comply with such law or regulation.

Amendments must be made in writing and signed by both the Business Associate and Covered Entity. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The terms of this Agreement are hereby incorporated into any service or business agreement that may be entered into between the Business Associate and Covered Entity with the intent to form a business relationship in the event of a conflict of terms between this Agreement and any such service or business agreement the terms of this Agreement shall prevail.

(c) Survival. The obligations of Business Associate under section 5(c)(2) of this Agreement shall survive the termination of this Agreement.

(d) Interpretation; Entire Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Business Associate and Covered Entity to comply with HIPAA. This Agreement shall be subject to the terms and conditions of the Services Agreement; provided, however, that in the event of any inconsistency or conflict between this Agreement and the Services Agreement, the terms, provisions and conditions of this Agreement shall govern and control. This Agreement and the Services Agreement constitute the complete agreement between the parties relating to the matters specified in this Agreement, and supersede all prior representations or agreements, whether oral or written, with respect to such matters.

(e) This Agreement sets forth the entire understanding of the Business Associate and Covered Entity. Any ambiguity in the terms of this Agreement shall be resolved to permit compliance with HIPAA. Any references in this Agreement to a section of HIPAA means the section as in effect or as may be amended. This Agreement may be modified or amended from time to time as is necessary for compliance with the requirements of HIPAA and other applicable laws.

(f) No third-party beneficiary. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

_____ [NAME OF COUNTY],

On behalf of: _____ [NAMES OF PLAN(S)]

By: _____

Name: _____

Title: _____

Association County Commissioners of Georgia

By: _____

Name: _____

Title: _____

**WALTON COUNTY, GEORGIA
RESOLUTION NUMBER ____**

**A RESOLUTION
BY THE BOARD OF COMMISSIONERS
OF WALTON COUNTY**

A Resolution Amending the Walton County Civil Service
Personnel Rules and Regulations

WHEREAS, the Board of Commissioners of Walton County (hereinafter “Board”) enacted the Walton County Civil Service Personnel Rules and Regulations (hereinafter “Personnel Rules”) for the purpose of establishing as a policy of Walton County “that employment in the county government shall be based on merit and fitness, free of personal and political considerations,” among other things.

WHEREAS, the Board seeks to promote the efficiency of the public services that Walton County provides through its employees and to maintain the effective functioning of Walton County government, while recognizing the constitutional rights of employees;

WHEREAS, the Board seeks to prevent the disruption of the various offices within Walton County government and the destruction of working relationships within such offices which would result from County employees running for office against the elected official(s) under which they are employed and to prevent the loss of efficiency and waste of resources which would result from employees engaging in political activities during working hours or while engaged in County business;

WHEREAS, the Board has determined to amend the Personnel Rules to clarify the requirements for Walton County employees who seek elective office in Walton County; to prohibit employees for running for elective office against the elected official under which they are employed; and to clarify the prohibition on Walton County employees engaging in political campaigning and fundraising during working hours or while on County business;

WHEREAS, the Local Laws governing Walton County created the office of County Manager and confer upon the Board the authority to “vest in such office [such] powers, duties, and responsibilities of an administrative nature as the [B]oard may deem appropriate.”

WHEREAS, the Local Laws governing Walton County confer upon the Board “supervisory authority over all employees within the jurisdiction of the Board” but also provide that the Board may “designate the chairperson...or a county manager the immediate supervisor of such employees as it may deem appropriate.”

WHEREAS, the Board has determined to amend the Personnel Rules so as to reassign, consistent with Local Law, certain responsibilities thereunder with respect to Walton County employees from the Chairperson of the Board to the County Manager and to otherwise clarify such responsibilities;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Walton County as follows:

1. Paragraph 4 of Section 100 of the Personnel Rules is amended to read as follows: “4. Administration—The County Manager, subject to the oversight of the Board of Commissioners and with the cooperation of the Constitutional Officers, is responsible for administering these rules and regulations.”
2. The second sentence of Paragraph 6(c) of Section 100 of the Personnel Rules is amended to read as follows: “The Board of Commissioners, acting through the County Manager, and the Constitutional and Statutory Officers are the appointing authorities for their respective departments in the County.”
3. Paragraph 1(e) of Section 200 of the Personnel Rules is amended to read as follows: “e. The County Manager, with the assistance of the Director of Personnel, and subject to the oversight of the Board of Commissioners, will be responsible for administering the Position Classification Plan.”
4. In the second to last sentence of Paragraph 2 of Section 200 of the Personnel Rules, the words “Chairman of the Board of Commissioners” are amended to read, “County Manager.”
5. In Paragraph 3 of Section 200 of the Personnel Rules, the words “Board of Commissioners,” are amended to read, “County Manager, subject to the review of the Board of Commissioners,”.
6. The last sentence of Paragraph 5 of Section 200 of the Personnel Rules is amended to read as follows: “The Director of Personnel shall review the evaluations and present the overall results to the County Manager by April 15th of each year for use in budget preparation.”
7. The last sentence of Paragraph 6 of Section 200 of the Personnel Rules, as modified by the Amendment Approved by the Board of Commissioners on November 2, 2021, is amended to read as follows: “Entry Rates above Step 3 must be specifically approved by the County Manager, and shall be subject to review by the Board of Commissioners.”
8. The second to last sentence of Paragraph 12 of Section 200 of the Personnel Rules is amended to read as follows: “The Director of Personnel shall certify to the County Manager that a performance appraisal has been prepared.”

9. The first sentence of Paragraph 4 of Section 300 of the Personnel Rules is amended to read as follows: “A list of exempt job codes and position title shall be prepared by the Personnel Department and approved by the County Manager, subject to the review of the Board of Commissioners.”
10. The second to last sentence in the second paragraph of Paragraph 2 of Section 600 of the Personnel Rules is amended to read as follows: “Employees may accrue up to 344 hours of annual leave.”
11. Paragraph 2 of Section 600 of the Personnel Rules is amended to add the following sentence to the end of the last paragraph: “Whether to grant such a request is within the sole discretion of the Board of Commissioners depending upon the availability of funds.”
12. Section 600 of the Personnel Rules is amended to include the following additional paragraph: “14. Political Leave - An employee who qualifies to run for elective office in Walton County (other than for the office under which such employee is employed, which circumstance shall be governed by Paragraph 9 of Section 700 of these Personnel Rules), shall be required to take a leave of absence for the period beginning when the employee first qualifies to run in a primary, general or special election for said office, and continuing until the conclusion of all of the following in which the employee is a contestant: (a) the primary, (b) any primary runoff, (c) the general election, (d) the special election, and (e) any general or special election runoff. Such a leave of absence shall prevent a break in service, but no benefits such as leave or time toward retirement shall accrue during the leave of absence. In lieu of such a leave of absence, such an employee may use any of the employee’s accrued annual leave for all or part of said period. The employee shall report having so qualified to his department head within twenty-four (24) hours of qualifying.”
13. In Paragraph 6 of Section 700 of the Personnel Rules, the references to the word “Chairman” in the last and second to last sentences are amended to read “County Manager.”
14. Section 700 of the Personnel Rules is hereby amended to include the following additional paragraph: “9. Running for the Walton County Elected Office under which an Employee is Employed-An employee who announces, formally or informally, an intent to run, either in a primary, general or special election, for the Walton County elected office under which such employee is employed shall resign immediately upon such announcement. For purposes of this Paragraph, registering to collect or receive campaign contributions, or soliciting campaign contributions, to run for such office shall constitute an announcement of an

intent to run for such office requiring resignation. For employees within the jurisdiction of the Walton County Board of Commissioners, the office of Chairman of the Board of Commissioners and each district Board of Commissioners position shall constitute the elected offices under which such employees serve for purposes of this Paragraph. Notwithstanding the foregoing, an employee who has announced an intent to run for the office under which he or she is employed shall not be required to resign if the incumbent holding such office has announced his or her intent not to run for re-election to said office. Failure to resign from Walton County employment when required by this Paragraph shall be grounds for immediate termination without progressive discipline.”

15. Section 700 of the Personnel Rules is hereby amended to include the following additional paragraph: “10. Political Campaigning and Fundraising-No employee shall engage in political campaigning or political fundraising, either on his or her own behalf or on behalf of any person, party, or question, or in connection with any primary, general, or special election, or runoff, in any jurisdiction, during such employee’s working hours at Walton County or while otherwise engaged in Walton County business.”
16. Paragraph 4 of Section 800 of the Personnel Rules is amended to include the following additional sentence at the end thereof: “References in this Section 800 to ‘Appointing Authority,’ ‘appointing authority,’ and ‘named official’ shall mean the County Manager with respect to employees within the jurisdiction of the Board of Commissioners.”
17. The fourth sentence of the fourth paragraph within Paragraph 9 of Section 800 of the Personnel Rules is amended to read as follows: “Subpoenas shall be issued by the County Manager or the Director of Human Resources upon the request of either party.”
18. In the second and third sentences of the first paragraph of the “SEXUAL HARASSMENT POLICY” in the Appendices to the Personnel Rules, the references to “Chairman” in said sentences are amended to read, “County Manger.”
19. Paragraph II(C) of the “PROCEDURES FOR POLICY: PAR. 3.305A SUBSTANCE ABUSE POLICY AND PROCDURES” in the Appendices to the Personnel Rules is amended to read as follows: “C. Collection Site. The designated physician’s office, Piedmont Walton Hospital, or the Walton County employee on-site clinic where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs,

or any alternate site authorized by this SUBSTANCE ABUSE POLICY AND PROCEDURES.”

20. In Paragraph III(D) of the “PROCEDURES FOR POLICY: PAR. 3.305A SUBSTANCE ABUSE POLICY AND PROCDURES” in the Appendices to the Personnel Rules, the second sentence is amended to read as follows: “The specimen will be collected at the office of a County appointed physician, Piedmont Walton hospital, or the Walton County employee on-site clinic.”
21. In Paragraph V(B) of the “PROCEDURES FOR POLICY: PAR. 3.305A SUBSTANCE ABUSE POLICY AND PROCDURES” in the Appendices to the Personnel Rules, the second sentence is amended to read as follows: “The specimen will be collected at the office of a County appointed physician, Piedmont Walton hospital, or the Walton County employee on-site clinic.”
22. In Paragraph VIII(2) of the “PROCEDURES FOR POLICY: PAR. 3.305A SUBSTANCE ABUSE POLICY AND PROCDURES” in the Appendices to the Personnel Rules, the last sentence is amended to read as follows: “The County Manager, subject to the review of the Board of Commissioners, shall have the right to alter or amend the program.”
23. In Section 4 of the “WALTON COUNTY, GEORGIA POLICY—Adopted August 6, 2002 Violence in the Workplace Issues, Impact and Action,” as set forth in the Appendices to the Personnel Rules, in the first sentence, the reference to “Chairman of Walton County Board of Commissioners (BOC)” is amended to read, “County Manager.”
24. In the “WALTON COUNTY, GEORGIA POLICY—Adopted August 6, 2002 Violence in the Workplace Issues, Impact and Action,” as set forth in the Appendices to the Personnel Rules, in the section thereof titled “WALTON COUNTY Guidelines for Investigation – Workplace Violence” the reference in the second sentence of the first paragraph thereof to “Chairman of the Walton County Board of Commissioners” is amended to read, “County Manager.”
25. In the “WALTON COUNTY, GEORGIA POLICY—Adopted August 6, 2002 Violence in the Workplace Issues, Impact and Action,” as set forth in the Appendices to the Personnel Rules, in the section thereof titled “WALTON COUNTY Guidelines for Investigation – Workplace Violence” the reference in the second sentence of the fifth bullet point thereof to “Chairman of the Walton County B.O.C.” is amended to read, “County Manager.”
26. In the “WALTON COUNTY, GEORGIA—Adopted August 6, 2002 Violence in the Workplace Issues, Impact and Action,” as set forth in the Appendices to

the Personnel Rules, in the section thereof titled “Violent Workplace Incident Report Form,” the reference in the first line thereof to “Chairman of the B.O.C.” is amended to read, “County Manager.”

SO RESOLVED, this 7th day of February, 2023.

David G. Thompson, Chairman
Walton County Board of Commissioners

Attest: _____
Rhonda Hawk, County Clerk
Walton County, Georgia

[COUNTY SEAL]



Walton County Public Works

1407 South Madison Avenue
Monroe, Georgia 30655
Telephone (770) 267-1350
Fax (770) 267-1310

John Allman
Director of Public Works

Ray Johnson
Asst. Director of Public Works

January 30, 2023

To: Rhonda Hawk, Purchasing
From: John Allman, Public Works Director
RE: Solid Waste Increases

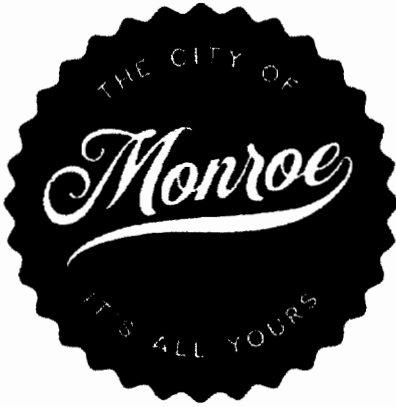
Mrs. Hawk,



Due to the recent increases in the Waste Disposal Agreement with The City of Monroe, Public Works would like to propose an increase in Walton County Solid Waste fees at the February Board Meeting. We propose that Walton County raises the scale rates at the Walton County Recycling Center from \$45 per ton to \$65 per ton and to raise the Greenbag fee from \$1.50 per bag to \$2.00 per bag. The proposed increases will help offset any cost the county has to pay for solid waste disposal. Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Allman".

John Allman
Public Works Director



 215 N Broad Street
P. O. Box 1249
Monroe, GA 30655
 (770) 267-3429

November 22, 2022

RE: Rate Increase Notice

To Whom It May Concern;

The City of Monroe Transfer Station will be increasing its tipping fees effective January 2, 2023. The rate adjustments are due to an increase in disposal and transportation of municipal solid waste to the landfill.

The City is also requesting that an updated Waste Disposal Agreement be completed by the effective date of this rate increase. Please find attached a blank copy of this agreement which will include the new rate changes, hours of operations, and our holiday schedule.

If you should have any questions or need additional information, please contact me at 770-266-5149 or by email at dsmith@monroega.gov.

Sincerely,

Danny P. Smith
Solid Waste Director

DPS/dmd

Attachments



January 25, 2023

Mr. Hank Shirley, Director
Walton County Facilities/Risk Management Department
303 South Hammond Drive, Suite 97
Monroe, Georgia 30655

**Re: Walton County Employee Health Clinic
Proposal for Professional Design Services**

Dear Mr. Shirley,

Precision Planning, Inc. (PPI) appreciates the opportunity to submit this professional design services proposal to Walton County (Client). This proposal is based upon our discussions and past experience with similar projects. We offer the following project understanding, scope and fees:

PROJECT UNDERSTANDING

PPI understands that the Client is planning renovations to an existing County-owned single story building in downtown Monroe, GA to serve as its Employee Health Clinic. The building previously housed the County’s VFW (Veterans of Foreign Wars) offices. PPI further understands that the Client will self-perform construction, and permitting of the project is not anticipated. Client is requesting design phase services as outlined below.

PROJECT SCOPE OF SERVICES

I. Architectural Design and Construction Documents

- A. PPI will attend a kick-off meeting with the Client to tour the existing building and review space requirements, goals and objectives.
- B. PPI will field measure the existing building and will prepare an As-Built Floor Plan for use in developing the proposed design.
- C. PPI will prepare a Schematic Floor Plan based on Client space requirements and will submit for Client review and comment (up to one revision is included).
- D. PPI will prepare Architectural Construction Documents. (Note: Mechanical/Plumbing/Electrical Engineering is included as an optional additional service).
- E. PPI will attend one review meeting with the Client at 50% completion of Construction Documents and will make minor revisions to the project if requested.
- F. PPI will issue final Construction Documents for the Client’s use in hard copy and electronic media.

PROJECT ADDITIONAL SERVICES

The following additional services may be provided according to the attached Schedule of Standard Hourly Rates:

- 1. Additional meetings and site visits required or requested by the Client not listed above
- 2. Design changes or services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client’s schedule
- 3. Land surveying and utility locate
- 4. Civil Engineering
- 5. Structural, Mechanical/Plumbing, and Electrical Engineering
- 6. Book Specifications or Project Manual
- 7. Permitting services
- 8. Procurement or Bidding services
- 9. Construction Contract Administration

Mr. Hank Shirley, Director
Walton County Facilities/Risk Management Department
January 25, 2023
Page 2

PROJECT EXCLUSIONS

PPI is not responsible for any testing services including, but not limited to, soil testing, geotechnical testing and exploration, tests for hazardous materials, or any other environmental tests relating to existing conditions.

PROJECT COMPENSATION

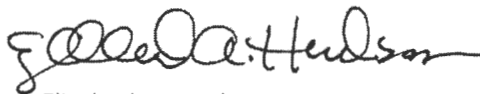
PPI proposes providing the scope of services outlined above for the following Not To Exceed (N.T.E.) Fees:

- I. Architectural Design and Construction Documents: \$12,000.00
- Optional Fee for Mechanical/Plumbing/Electrical Engineering: \$7,200.00

PPI will invoice monthly based on actual man-hours spent, according to the attached Schedule of Hourly Rates plus Reimbursable Expenses (Refer to Item H in the attached Standard General Conditions). Additional Services authorized by the Client shall be invoiced according to the attached Schedule of Hourly Rates.

Thank you for the opportunity to propose these professional services. If this proposal is acceptable, please authorize below and initial at the bottom of each page where indicated. An executed copy of this agreement may be returned to me by e-mail. Precision Planning looks forward to this opportunity to serve Walton County!

Sincerely,



Elizabeth A. Hudson, RA
Executive Vice President, LEED® AP BD+C

LH/kb

g:\document\23\23-015\1502\walton county\employee health clinic\employee health clinic design proposal.doc

Attachments:

- Schedule of Standard Hourly Rates
- Standard General Conditions

Authorization given this _____ day of _____, 2023

By: _____

Title: _____

Mr. Hank Shirley, Director
Walton County Facilities/Risk Management Department
January 25, 2023
Page 3

2023 SCHEDULE OF ARCHITECTURAL HOURLY RATES –WALTON COUNTY

Principal in Charge.....	\$185.00/Hour
Senior Project Architect.....	\$150.00/Hour
Project Architect.....	\$125.00/Hour
Senior Project Manager.....	\$150.00/Hour
Project Manager.....	\$125.00/Hour
Senior Job Captain.....	\$115.00/Hour
Job Captain.....	\$100.00/Hour
Intern Architect.....	\$90.00/Hour
CADD Technician.....	\$80.00/Hour
CADD Drafter.....	\$60.00/Hour
Interior Designer.....	\$90.00/Hour
Senior Civil Engineer.....	\$150.00/Hour
Civil Engineer.....	\$125.00/Hour
Senior Landscape Architect.....	\$150.00/Hour
Landscape Architect.....	\$90.00/Hour
Project Administrator.....	\$90.00/Hour
Senior Project Assistant.....	\$80.00/Hour
Project Assistant.....	\$70.00/Hour
Senior Structural Engineer.....	\$150.00/Hour
Junior Structural Engineer.....	\$125.00/Hour
Senior Mechanical/Plumbing Engineer.....	\$150.00/Hour
Junior Mechanical/Plumbing Engineer.....	\$125.00/Hour
Senior Electrical Engineer.....	\$150.00/Hour
Junior Electrical Engineer.....	\$125.00/Hour
Cost Estimator.....	\$125.00/Hour
Senior Survey Manager.....	\$150.00/Hour
Survey Manager.....	\$125.00/Hour
Registered Land Surveyor (RLS).....	\$150.00/Hour
Survey Coordinator.....	\$100.00/Hour
Survey Technician.....	\$90.00/Hour
Surveying Crew.....	\$175.00/Hour

STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.



Initials: _____

January 27, 2021

- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).

J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.

K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.



Initials: _____

January 27, 2021

Rhonda-

The Development Authority voted to recommend the reappointments of **Thomas Carter** of Loganville and **Bettye Ray** of Social Circle to the Development Authority. Their terms are expired and will continue to serve until approved by the Board of Commissioners. These are four year terms. Would you please add this to the next agenda for the Board of Commissioners meeting.

Thank you,

Shane Short
Executive Director
132 E. Spring St.
Monroe, GA 30656
770-267-1069

