



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, May 07, 2024 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. **PROCLAMATIONS**
 - 4.1. Donate Life Month
5. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*
 - 5.1. Approval of April 2, 2024 Meeting Minutes
 - 5.2. Contracts & Budgeted Purchases of \$25,000 or Greater
 - 5.3. Surplus and Donation of Speed Trailer to Piedmont Tech - Sheriff's Office
 - 5.4. Operating Agreement - Civic Media Group - Walton Co. Parks and Recreation
 - 5.5. IGA - City of Monroe - Natural Gas Delivery Service - Walton County Public Safety Complex
 - 5.6. IGA - City of Loganville - Use of West Walton Park
 - 5.7. Walton Co. Board of Health - Environmental Health Fees
6. **FINANCE**
 - 6.1. Presentation of Proposed FY25 Budget
 - 6.2. Project Length Budget - Protective Wall for Shooting Range - Sheriff's Office

7. HUMAN RESOURCES

7.1. 2024 Benefits Renewal - MSI Benefits

8. CONTRACTS

8.1. GDOT PI# 0016363 - Intersection Improvements - St. Rt. 81 @ Ozora Church Road

9. APPOINTMENTS

9.1. Planning Commission, District 4

10. DISCUSSION

10.1. County Manager's Report/Update

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

12. ANNOUNCEMENTS**13. EXECUTIVE SESSION****14. ADJOURNMENT**

If you are an individual with a disability and require special assistance at this meeting, please contact our office at 770-267-1301 at least 48 hours prior to the meeting 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.

National Donate Life Month Proclamation

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, more than 100,000 men, women, and children await lifesaving or life-enhancing organ transplants, of which nearly 3,000 reside in Georgia; and

WHEREAS, 46,630, a record number of transplants, occurred in the calendar year 2023 thanks to the generosity of 23,287 deceased and living donors, of which 1,268 transplant patients and 642 deceased and living donors, also a record number, were from Georgia; and

WHEREAS, more than 2.5 million people throughout the country and in Georgia benefit annually from tissue transplantation thanks to thousands of tissue donors; and

WHEREAS, the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 10 minutes and millions more could experience improved quality of life through tissue transplantation; and

WHEREAS, the critical donor shortage remains a public health crisis as an average of 20 people die daily due to the lack of available organs; and

WHEREAS, organ, eye, and tissue donation can provide families the comfort of knowing the gift of donated organs and tissue endows another person with renewed hope for a healthy life; and

WHEREAS, donating life through organ, eye, and tissue donation is the ultimate act of generosity and kindness we County citizens can perform; and

WHEREAS, nearly than 3.8 million Georgians have already registered their decision to give the Gift of Life at www.donatelifegeorgia.org, when getting or renewing their driver license or state identification card at a driver license office, or when getting a hunting or fishing license through the Department of Natural Resources; and

WHEREAS, LifeLink® of Georgia, the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Georgia, with a vision to maximize the gift of life while giving hope to donor families and transplant patients and mission to honor donors and save lives through organ and tissue donation; and

WHEREAS, County supports the life-saving mission of LifeLink® of Georgia; and

NOW, THEREFORE, I, David G. Thompson, Chairman, Walton County Board of Commissioners do hereby proclaim April 2024 as

DONATE LIFE MONTH

In Walton County, to honor all those who made the decision to give the gift of life, to focus attention on the extreme need for organ, eye and tissue donation, to encourage all residents to take action and sign up on Georgia's Donor Registry at www.donatelifegeorgia.org, to discuss the miracle of transplantation as a family, and to make a family commitment to organ, eye, and tissue donation

On This day, ____ of May, 2024

(SEAL)

David G. Thompson Chairman of the Walton County Board of Commissioners

April 2, 2024

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, April 2, 2024 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Charna Parker, Facilities Director Hank Shirley, Public Works Director John Allman 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 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Adams made a motion, seconded by Commissioner Dixon to adopt the agenda. All voted in favor.

PROCLAMATIONS

Child Abuse Prevention Month

Chairman Thompson presented Lauren Gregory of “A Child’s Voice Advocacy Center” with a proclamation, proclaiming April 2024 as Child Abuse Prevention Month.

PLANNING COMMISSION RECOMMENDATIONS

Denial of CU24010022 - Conditional Use for place of worship - Applicant: Princess Arias/Owner: Karla Arias-Property located at 4965 Donald Dr./Map/Parcel C0040002 - District 2

Chairman Thompson opened the public hearing on the matter. Applicant Princess Arias spoke in favor of the conditional use. She stated their purpose was not to disturb the community but to bring the community together. Jose Laya and other members also spoke in favor. Christopher Diaz, Steve Golden, Sherry Richards, Terry Cothran and Walter Keith Massey spoke in opposition. They expressed their concerns over traffic, noise and the church being inside a residential neighborhood. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Shelnett made a motion to deny the conditional use. He stated that it was a hard decision because he himself is a Christian, but he felt that the church did not belong in a subdivision. Commissioner Warren seconded the motion and all voted in favor.

Approval With Conditions - CU24010025 - Conditional Use for outside storage and Variance to

reduce transitional buffer from 50' to 10'- Applicant: Mullins and Kellis LLC/Owner: LK EQ LCC - Property located on L & P Pkwy./Map/Parcel C1370032A00 - District 5

Recommended Condition - Reduce Transitional Buffer to 20' as is or 15' and plant trees per direction of Walton Co. Planning & Development.

Chairman Thompson opened the public hearing on the matter. Applicant Wayne Kellis spoke in favor of the conditional use and stated that he would abide by the Planning Commission recommendations. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion, seconded by Commissioner Dixon to approve the conditional use per the Planning Commission recommendations. All voted in favor.*

PLANNING & DEVELOPMENT

Planning Director Charna Parker presented the following resolutions:

Capital Improvements Element Annual Update and Transmittal Resolution (Public Hearing)

Chairman Thompson opened the public hearing on the matter. Planning Director Charna Parker presented the Capital Improvements Annual Update and Transmittal Resolution. There was no one present to speak. Chairman Thompson closed the public hearing.

Motion: *Commissioner Adams made a motion, seconded by Commissioner Dixon to approve the annual update and adopt the resolution; voted and carried unanimously.*

Resolution - Consenting to Deannexation of Certain Real Property from the City of Monroe (Hwy. 78)

Motion: *Chairman Thompson made a motion to adopt the resolution. Commissioner Adams seconded the motion and all voted in favor.*

CONTRACTS

Shane Short, Director of the Walton County Development Authority presented renewals of the service contract and lease agreement with the Walton County Development Authority.

Service Contract Renewal - Walton County Development Authority

Motion: *Commissioner Shelnutt made a motion, seconded by Commissioner Warren to approve the service contract effective today, April 2, 2024. All voted in favor.*

Lease Agreement - Walton County Development Authority

Motion: *Commissioner Shelnutt made a motion, seconded by Commissioner Warren to approve the lease agreement in the amount of \$1.00 per year. All voted in favor.*

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of March 5, 2024 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Declaration of Surplus Property
- 4. Ratification of Actions taken by WCWSA on March 21, 2024
- 5. Agreement - Florida Legal Collections, P.A. - Collection Services - Probate Court
- 6. Ga. Southern University/Ga. Dept. of Public Health - MOU - Covid Mitigation Grant
- 7. Agreement - Matrix Engineering Group - Walnut Grove Park Materials Testing and Special Inspections (updated)
- 8. Ratification of Acquisition - .430 acres identified as tax parcel M0230013 for \$43,000 for the access road to the Public Safety Complex

***Motion:** Commissioner Dixon made a motion, seconded by Commissioner Adams, to approve the Administrative Consent Agenda. All voted in favor.*

ACCEPTANCE OF BIDS/PROPOSALS

Auditing Services

Finance Director Milton Cronheim presented proposals required every 6 years for auditing services.

***Motion:** Commissioner Adams made a motion to accept the proposal from Mauldin and Jenkins. Years one and two to be \$97,000.00 per year, year three to be \$102,000.00, year four to be \$107,000.00, year 5 to be \$112,000 and year 6 to be \$117,000.00. Commissioner Dixon seconded the motion; voted and carried unanimously.*

2024 Milling and Deep Patching

Public Works Director John Allman presented bids for the milling and deep patching for the 2024 paving season.

***Motion:** Commissioner Dixon made a motion to accept the bid from Pittman Construction in the amount of \$204.15 per ton for a total of \$612,450.00. Commissioner Adams seconded the motion and all voted in favor.*

Surveillance System - Felker Park

Facilities Director Hank Shirley presented proposals for a surveillance system at Felker Park.

***Motion:** Commissioner Shelnut made a motion to accept the proposal from Harcom Data Services in the amount of \$57,196.00. Chairman Thompson seconded the motion; voted and carried unanimously.*

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters and informed the Board that the County would be scheduling a public hearing and partnering with Ga. DOT to produce a solution for the intersection at Youth Monroe at Hwy. 78. He also stated that other issues such as junk vehicles and detention ponds would be addressed in the near future.

ANNOUNCEMENTS

Chairman Thompson announced a groundbreaking ceremony for The Grove Park on Friday, April 19th at 11:00 a.m.

ADJOURNMENT

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Shelnett, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:42 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

Walton County Board of Commissioners
Purchases \$25,000.00
Meeting

May 7, 2024

Item 5.2.

Department	Fund	Description	Payee	Amount
Budget Year FY 24				

	100	Premium for May 2024 - For the Record	One America	\$ 34,775.63
Various		Replenish Funds in Workers Comp Trust- For the Record	Walton CO. Workers comp Trust	\$ 38,259.00
Various		Replenish Funds in Health Benefits- For the Record	Walton Co. Health Benefits Trust	\$ 1,000,000.00
Various		Replenish Funds in Health Benefits- For the Record	Walton Co. Health Benefits Trust	\$ 500,000.00

Elections

1401	100	Election Day/Temp Payroll 3/12/24	Chase Professionals	\$ 50,446.00
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GIS

1537	100	General Consulting-Tax Office Aerials April-June	GIS1, LLC	\$ 26,988.00
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Clerk of Superior Court

2180	100	Jury Fees- For the Record	Clerk of Superior Court	\$ 25,000.00
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Jail

3325	100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$ 45,329.43
3325	100	Inmate Medical-June 2024	Correct Health	\$ 179,741.16
3325	100	Housed Out Inmates-March 2024	Barrow County BOC	\$ 59,840.00
3325	100	Housed Out Inmates-March 2024	Washington County BOC	\$ 42,735.00
3325	100	Inmate Meals- March 2024	Kimble's Food By Design,INC.	\$ 78,122.66
3325	100	Replace RTU-1 and RTU-2 On Lower Roof	HVH Mechanical Partners, LLC	\$ 91,795.00
3325	100	Inmate Supplies	Bob Barker Company, Inc	\$ 56,017.58

Splost 2013

Department	Fund	Description	Payee	Amount
	3325.13 322	Construction Cost	Comprehensive Program Services	\$ 60,000.00
	3325.13 322	Engineering- For the Record	Precision Planning Inc	\$ 42,778.66
	3325.13 322	Jail Access Road- For the Record	Precision Planning Inc	\$ 31,931.84
Animal Control				
	3910 100	2024 F-250	Akins Ford Corporation	\$ 46,860.00
Public Works				
	4220 100	Asphalt Type 2 9.5mm	ER Snell Contractor, Inc	\$ 96,795.25
Public Works-Unpaved Roads				
	4222 100	GAB Crusher Run Various County Roads	Heidelberg Materials Southeast Agg	\$ 42,000.00
Traffic Engineering				
	4270 100	Road Striping	Peek Pavement Markings, LLC	\$ 100,000.00
Roads & Bridges-Splost 2019				
	4220.19 100	Asphalt Type 9.5mm Type 2, CRS-2H Tack	ER Snell Contracor, Inc	\$ 29,392.75
	4220.19 100	Camp Lane 2024 LMIG Project-Asphalt Type 9.5mm Type 2	ER Snell Contracor, Inc	\$ 40,377.00
	4220.19 100	Asphalt Hum Hollow Rd 2024 LMIG Paving Project Asphalt Type 9.55mm Type 1 and Asphalt Type 9.5mm Type 2	ER Snell Contracor, Inc	\$ 58,993.00
	4220.19 100	Mitchell Rd 2024 LMIG Paving Project Asphalt Type 9.5mm Type 1, Asphalt 9.5mm Type 2	ER Snell Contracor, Inc	\$ 129,738.00
	4220.19 100	Mount Vernon Rd 2024 LMIG Paving Project Type 9.5mm type 2 with lime 12.5mm OGI asphalt 1" level with lime	ER Snell Contracor, Inc	\$ 273,501.50
	4220.19 100	Pleasant Valley Rd (Hwy 11 to Mt Paran Church Rd) 2024 LMIG Paving Project Asphalt Type 9.5mm Type 2 w/lime 12.5mm OGI Asphalt 1" level w/lime	ER Snell Contracor, Inc	\$ 136,708.50
	4220.19 100	Pleasant Valley Rd (Pannell to Old Monroe Madison) 2024 LMIG Paving Project Asphalt Type 9.5mm Type 2 12.5mm OGI Asphalt 1" Level w/lime	ER Snell Contracor, Inc	\$ 191,377.50
	4220.19 100	Powers Rd 2024 LMIG Paving Project Asphalt Type 9.5mm Type 2 w/lime 12.5mm OGI Asphalt 1" level w/lime	ER Snell Contracor, Inc	\$ 109,416.25

Department	Fund	Description	Payee	Amount	
	4220.19	100	Sunny Hill Dr 2024 LMIG Paving Project Asphalt Type 9.5mm Type 2 w/lime	ER Snell Contracor, Inc	\$ 70,659.75
	4220.19	100	Roscoe Davis Rd 2024 LMIG Paving Project Asphalt Type 9.5mm Type 1 w/lime Asphalt Type 9.5 Type 2 w/lime	ER Snell Contracor, Inc	\$ 377,540.25
Water					
	4446	507	Water and Testing -March 2024 - For the Record	Cornish Creek Water Fund	\$ 167,688.00
	4446	507	Supplies for Meter Installs and Repairs	Delta Municipal Supply Co Inc	\$ 40,947.30
Public Safety Complex					
	3325.22	315	Engineering Services, Materials, Labor-For the Record	McCarthy Barnsley, A Joint Venture	\$ 8,573,771.23
The Grove 2023					
	6220.23	338	Construction Phase -For the Record	Ascension Program Management LLC	\$ 7,020.00
	6220.23	338	Construction Phase-For the Record	Ascension Program Management LLC	\$ 7,020.00
	6220.23	338	Design Costs-For the Record	LOSE Design	\$ 5,896.00
	6220.23	338	Design Costs-For the Record	LOSE Design	\$ 3,810.00
	6220.23	338	Design Costs-For the Record	LOSE Design	\$ 2,410.00
HLC Water Treatment Facility					
		504	Professional Engineering - For the Record	Archer Western Construction	\$ 110,870.00
		504	Water Treatment Facility Monthly Fees-For the Record	Atkinson Ferguson LLC	\$ 457.00
		504	Professional Engineering - For the Record	Engineering Strategies Inc	\$ 41,687.00
		504	Professional Engineering - For the Record	Jacob's Engineering	\$ 305,642.83

Department	Fund	Description	Payee	Amount
	504	HLC Management-For the Record	Precision Planning	\$ 33,903.62
	504	Public Notice/Legal AD-For the Record	Walton Tribune	\$ 60.00
Hard Labor Creek				
	4405 508	HLC O&M Fees-For the Record	Atkinson Ferguson LLC	\$ 35.00
	4405 508	HLC O&M Fees-For the Record	Precision Planning Inc	\$ 7,787.91
	4405 508	HLC Management-For the Record	Precision Planning Inc	\$ 20,405.53
	4405 508	Fiscal Agent's Fee 2008 Series-For the Record	Regions Bank	\$ 1,075.00
	4405 508	Fiscal Agent's Fee 2016A-For the Record	Regions Bank	\$ 1,075.00
	508	HLC Apalachee River Intake-For the Record	Atkinson Ferguson LLC	\$ 295.50
	508	HLC Management-For the Record	Precision Planning	\$357.50
				\$13,399,334.13

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **05/07/24**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Donation of Ru2 System**

Wording For Agenda: **Approval for Donation to Piedmont Tech Collage**

This Request: **Informational Purposes Only** Needs Action by Commissioners* **yes**

*What action are you seeking from the Commissioners? **Approval**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Letter**

Is review of this request or accompanying documentation by the County Attorney required? **no**

If so, has a copy of the documentation been forwarded to County Attorney? **no**

Date forwarded to County Attorney:

Has the County Attorney review been completed?

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



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



April 29, 2023

To: Walton County Board of Commissioner's

From: Major Scott Whisnant 

Ref: Speed Trailer Donation

The Walton Sheriff's Office would like to donate an existing speed trailer to the Georgia Piedmont Technical College, Law Enforcement Division. The specific trailer is a Ru2 System speed detection trailer. The VIN for the trailer is 1R91R0911LC482546. The current value of the trailer is \$2000. The trailer is partially inoperable. The cost of repair exceeds the value. The point of contact for the college is;

Major Clint Buggle

Georgia Piedmont Technical College, Law Enforcement Academy

16200 Alcovy Road, Covington Ga. 30014

404.297.9522 ext. 5031

bugglec@gptc.edu

OPERATING AGREEMENT

This Operating Agreement has an effective date of March 1, 2024, and is entered by and between Walton County, Georgia and the Walton County Parks and Recreation Department (collectively, "WCP") and Civic Media Group, LLC ("CMG").

SECTION ONE: AGREEMENT; TERM

This Agreement provides for CMG to build one or more signs on WCP owned or controlled property as shown on Exhibit A hereto which may be amended with the consent of both Parties. After the first sign is installed, CMG shall evaluate sponsor sales and utilize its discretion to determine when, and if, the second and third signs shown on Exhibit A are to be installed. Additional signs may be added hereunder upon approval by WCP. CMG shall operate and maintain the signs (as shown on Exhibit A) as a marketing sign for WCP and as promotional sign for sponsors who enter sponsorship agreements. All of the signs shall be called the "Sponsor Sign" or "Sponsor Signs" hereinafter. During the term of this Agreement, CMG shall be granted the right of ingress and egress to and from the Sponsor Sign and the right to run above or below ground power to them.

This Agreement shall extend for twenty years from the date the last of the signs shown on Exhibit A becomes fully operational and subject to Section Seven below. If, after the conclusion of the term, neither of the Parties has sent a written notice of termination at least six months prior to the end of the term, this Agreement shall renew on the same terms for a five-year renewal term.

SECTION TWO: RENT

CMG shall be the manager of the Sponsor Signs and pay WCP a quarterly payment in the amount of 50% of net Sponsor Sign revenue. Such payments will be made on or before the 15th day of the following calendar month (e.g., payment for January-March quarter to be paid by April 15). Net revenue is the total Sponsor Sign revenue actually received in a given calendar quarter minus all legitimate costs of operating the Sponsor Signs, to include but not be limited to (i) maintenance; (ii) telecommunications connectivity; (iii) creative work by digital designers; (iv) content management for digital copy scheduling; (v) internal and external sales commissions, not to exceed 20%; (vi) travel for meetings requested by WCP; (vii) warranty costs; (viii) insurance; (ix) permits and fees; (x) taxes; and (xi) capital cost recoupment as set out in Section Seven below. The Sponsor Signs shall not be separately metered; power costs will be paid by WCP. Any costs to run or maintain power that are paid by CMG would be deemed legitimate costs. All costs must be direct and documented. CMG shall make its books and records available to WCP with ten days advance notice.

SECTION THREE: MESSAGING AND RESTRICTIONS; USE BY WCP

No adult content, tobacco products, political, shall be shown or promoted. No soft drink company competitors of WCP's soft drink provider, if any, shall be shown or promoted. Despite these limits, CMG may present any proposed sponsor to WCP which may approve the sponsor in writing (email is sufficient).

The Parties agree that CMG shall make the Sponsor Signs available to any governmental law enforcement agency for emergency messaging (such as Amber Alerts, disaster information) without further approval of WCP.

WCP shall be permitted to promote itself and its events on one spot in the ad rotation on each LED display posted on any of the Sponsor Signs. It may also use other spots when and only if such space is not sold to a sponsor. At least one spot in the rotation on each side of the Sponsor Signs may be used to promote sponsor sales and shall be considered occupied for purposes of this paragraph. This provision for WCP use shall not apply to any non-WCP-related content, which should be encouraged to become paying sponsors for the mutual benefit of the Parties.

WCP shall be provided access to the sign management software and shall be empowered to control its own messaging, if it so chooses. It may also use CMG’s selected content manager.

WCP agrees not to authorize any competitive sponsor sign to be managed or operated by any third party on property it owns or controls within 2500 feet of any sign operated hereunder.

SECTION FOUR: VISIBILITY; ACCESS

WCP agrees not to erect or construct any signs, buildings, structures, signs, or blockages of any kind or plant vegetation which will obstruct the Sponsor Signs to motorists or obstruct ingress or egress to the Sponsor Signs. WCP agrees to assist CMG in dealing with governmental entities or private landowners in any efforts to clear vegetation that obscures the view of the Sponsor Signs from nearby roadways. In the event that trees or vegetation grow to visually obscure or obstruct access to a Sponsor Sign, CMG is authorized to trim or remove such new growth as a maintenance expense.

SECTION FIVE: REPAIRS AND MAINTENANCE

CMG shall at all times during the term of this Agreement keep the Sponsor Signs in good repair and shall maintain them in a clean and attractive condition.

SECTION SIX: INSURANCE

The Sponsor Signs will be covered by standard WCP insurance, which WCP agrees to keep in full force and effect at all times during the term of this Agreement. The liability limits of the policy shall be at least \$1,000,000.

SECTION SEVEN: CAPITAL COST RECOUPMENT

The documented costs of CMG to permit, fabricate, and construct all of the Sponsor Signs shall be repaid in the following manner: beginning six months after the first Sponsor Sign starts operating, repayments of all such documented costs shall begin as if amortized over a 10-year period at an interest rate of the Prime Rate plus 4%. This payment shall be made along with operating costs listed in Section Two above, and before any split of net revenues by the Parties; interest shall begin to accrue when each expense is actually paid by CMG. Any large capital costs that cannot be handled as maintenance items, such as LED display replacements or rebuilding or relocating the Sponsor Signs, shall be paid by CMG and repaid in the same manner. CMG is authorized to complete LED replacements or other capital costs as it deems necessary to keep the Sponsor Signs operating in

first-rate condition. This Agreement shall be extended as necessary to allow such repayments to be concluded.

SECTION EIGHT: TERMINATION

A. By WCP. If CMG defaults in the payment of rent, or breaches any other substantive condition of this Agreement, WCP may, after written notice and 30-day opportunity to cure, declare this Agreement terminated by giving written notice. Alternatively, WCP may pursue other legal options upon breach.

B. By CMG. If WCP breaches any substantive condition of this Agreement, after written notice and 30-day opportunity to cure, CMG must first try to cure the default with the ability to deduct the cost of the cure from the rental payments. If this cannot be done in a practical manner, then CMG may declare this Agreement terminated by giving written notice and may remove the Sponsor Signs and all related equipment. Alternatively, CMG may pursue other legal options upon breach.

SECTION NINE: EFFECT OF CONDEMNATION

If the area of the Sponsor Signs is taken or threatened to be taken by eminent domain, the Sponsor Signs shall be relocated with all costs of such relocation borne by the entity with powers of eminent domain or, failing that, by CMG in accordance with Section Seven above. If the Sponsor Signs cannot be relocated, then each Party shall be entitled to pursue a condemnation award commensurate to its losses. WCP shall not be entitled to terminate this Agreement in any manner that would reduce CMG’s condemnation award.

SECTION TEN: ASSIGNMENT AND SUBLETTING

CMG may assign all or part of its interest under this Agreement but any assignee must assume all of its liabilities and obligations under this Agreement. CMG may sublet or subcontract the operations of the Sponsor Signs so long as it continues to be obligated to fulfill its liabilities and obligations under this Agreement.

SECTION ELEVEN: MULTIPLE SIGNS

It is the Parties’ intent that at least one Sponsor Sign shall be developed pursuant to this Agreement. If sponsor sales justify the installation of the second and third signs shown on Exhibit A, then they shall be built at CMG’s discretion. If CMG and WCP agree in writing, CMG shall be allowed to install a sign or signs at other locations in accordance with a design that must be approved by WCP. Further, if CMG and WCP agree in writing, CMG may take over operational control of existing WCP signs. Such signs may be operated under the same terms and conditions as set out herein. WCP agrees to provide all reasonable assistance in the approvals, permitting, and installation of each sign.

SECTION TWELVE: NOTICES

Except where specifically excepted herein, any notice required hereunder shall be delivered by overnight mail or delivery service, or by certified mail postage prepaid, with copy sent via email. Notice shall be deemed sufficient when delivered. Email notice alone shall be sufficient if confirmation of receipt is received. Any changes in address shall be effective when communicated in writing by the Party whose address is changing.

WHEREFORE, intending to be legally bound hereby, the Parties hereto have set their hand and seal with effect on the date first set forth above.

For CMG

By: _____

Print Name: _____

Title: _____

Date: _____

For WCP

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Description of Sponsor Signs

[INSERT SHEET WITH SIGN DETAILS]

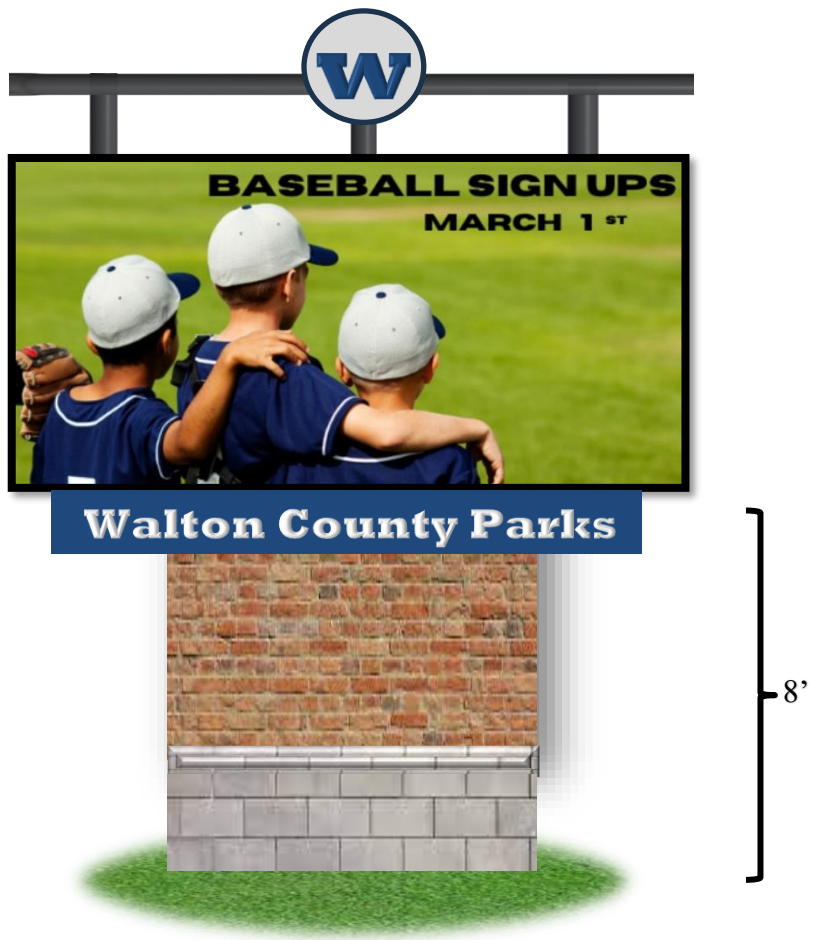


CIVIC MEDIA GROUP, LLC
Family Concept of Signs
for
WALTON COUNTY PARKS

Meridian Park Sign



- SCREEN SIZE 10'6" x 22' LED 13MM
- LOCATION: Meridian Park
- PARCEL ID: LG120002B00
- Walton County Parks Logo: LED backlit
- W Logo LED backlit
- BRICK BLOCK façade
- WCP has full design approval.





Leone Ave Park Sign

Item 5.4.

- SCREEN SIZE 10'6" x 22' LED 13MM
- LOCATION: LEONE AVE
- PARCEL ID: WG010042
- Walton County Parks Logo:
- LED backlit
- W Logo LED backlit
- BRICK BLOCK façade
- WCP has full design approval.





Ayers Park Sign Item 5.4.

- SCREEN SIZE 10'6''x 22' LED 13MM
- LOCATION: US-78 w
- PARCEL ID: CO610123B00
- Walton County Parks Logo:
- LED backlit
- W Logo LED backlit
- BRICK BLOCK façade
- WCP has full design approval.



Sign Proposal

Civic Media Group (CMG) will install *Three new high-definition LED signs*. Walton County Parks (**WCP**) will share. *50/50 in the profits* and will *pay nothing* toward the capital costs (approximately \$750,000.00) but will *own the signs*.

Details

The final design and sign location will be subject to **WCP** approval.

If this proposal is accepted, CMG will turn-key build the signs. There will be no cost or risk to **WCP**, but there will be a substantial financial upside.

The proposed terms are as follows:

- 1) Signs to be built by CMG with *no cost to WCP*.
- 2) Signs will be *owned by WCP*.
- 3) Signs will always have **WCP** promotional or informational messages in the rotation, providing tens of thousands of dollars' worth of additional marketing, promotion, and civic engagement each year.
- 4) A 20-year management agreement will be entered into for the signs.
- 5) All operations, maintenance, repairs, and replacements of the signs will be handled by CMG with *no expense or hassles for WCP*.
- 6) Quarterly payments will be paid to *Walton County from sign revenue*.
- 7) There will be no religious, political, or sexually offensive sponsors on the signs.
- 8) Meridian Park Sign will be the first sign installed
- 9) The other signs can be added when mutually agreed upon

Conclusion

How Walton County Parks will benefit.

- *WCP will receive Three top-of-the-line digital signs at no charge. \$750,000.00 in total value of the new signs*
- *Signs will be used for WCP messaging and sponsor ads. The promotional ads will effectively increase the marketing budget by over \$70,000 per year,*
- *We anticipate each sign will generate \$40,000 in annual payments to WCP.*
- *This proposal will generate \$2,950,000 in value for the WCP over 20-years with no cost, risk, or hassle to the WCP.*

**STATE OF GEORGIA
COUNTY OF WALTON**

NATURAL GAS DELIVERY SERVICE AGREEMENT

THIS NATURAL GAS DELIVERY SERVICE AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2024 (the “Effective Date”) by and between the CITY OF MONROE, GEORGIA, a municipal corporation of the State of Georgia, by and through its Mayor and Council (hereinafter referred to as “Monroe” or the “City of Monroe”) and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its Chairman and Commissioners (hereinafter referred to as “Walton” or “Walton County”) with the City of Monroe and Walton County referred to collectively herein as the “Parties.”

WITNESSETH:

WHEREAS, the City of Monroe has a utility department and supplies Natural Gas residential and commercial to customers (“Gas”); and,

WHEREAS, Walton County is building the new Walton County Public Safety Complex off Hammond Drive in Monroe, Walton County (“Public Safety Complex”); and,

WHEREAS, Walton County will need more Gas service than what is currently available in the area; and,

WHEREAS, the City of Monroe has entered into a contract with Goodwyn Mills Cawood (the “Engineers”) for the engineering of a 4-inch steel pipeline to serve the new critical firm gas load to the Public Safety Complex while maintaining the current high-pressure pipeline in compliance with DOT Code; and,

WHEREAS, the cost estimate for the upgraded 4" gas pipeline to serve the Public Safety Complex project is Two Million Four Hundred Seventy-Seven Thousand Three Hundred Forty-Two and 00/100 Dollars (\$2,477,342.00); and,

WHEREAS, the Parties hereto desire to enter into a contract for the cost sharing of the Gas pipeline installation between the Parties and to set forth the terms and conditions for the cost sharing thereof; and,

WHEREAS, the City of Monroe desires to share the costs of the Gas pipeline installation with Walton County contributing One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) to the project and the City of Monroe covering all additional costs of engineering and installation;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intend to be legally bound, and do agree as follows:

1. Allocation. The above recitals are made a part of this Agreement. The City of Monroe shall make available to Walton County at certain points of delivery hereinafter defined upon completion of the installation of the new gas pipeline of Natural Gas in such quantity and at such prices as specified hereinafter in this Agreement.

2. Quantity of Natural Gas. The City of Monroe shall sell to Walton County all Gas that Walton County needs for the operation of the Public Safety Complex at then existing standard commercial/industrial gas rates charged by the City of Monroe on a monthly basis.

3. Primary Distribution Line.

Distribution of Gas to the Public Safety Complex shall be accomplished through the construction of a certain primary gas distribution line more fully shown in the attached Exhibit “A,” attached hereto and incorporated fully herein (the “Primary Distribution Line”).

The total amount of funds to be expended for the build out and construction of the Primary Distribution Line shall be the “Construction Costs” of the Primary Distribution Line. The Construction Costs are estimated to be no less than Two Million Four Hundred Seventy-Seven Thousand Three Hundred Forty-Two and 00/100 Dollars (\$2,477,342.00).

The City of Monroe shall be responsible for all the initial expenditures of the Construction Costs to build out and develop the Primary Distribution Line. Upon completion of the Primary Distribution Line to the Public Safety Complex the City of Monroe shall invoice Walton County for One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) representing Walton County’s cost share of the Construction Costs of the Primary Distribution Line. Walton County shall pay said invoice within thirty (30) days of receipt.

4. Billing Procedure. The City of Monroe will furnish Walton County at its address, or through an alternate method as agreed upon by the Parties, a monthly itemized statement of the amount owed to the City of Monroe by Walton County for all Natural Gas provided for use at the Public Safety Complex. The standard billing procedures of the City of Monroe shall apply and Walton County shall pay the bill in full within thirty (30) days of the City of Monroe’s mailing of same.

5. Failure to Deliver. The City of Monroe will at all times operate and maintain its gas system in an efficient manner and will take such actions as will be necessary to furnish Walton

County with quantities of Gas required by this Agreement, excepting only events of Force Majeure beyond the control of the City of Monroe.

6. Rules and Regulations. This Agreement and the providing of Natural Gas by the City of Monroe to Walton County is subject to the same rules, regulations, or laws as may be applicable to similar agreements in this state, and the City of Monroe and Walton County will collaborate and obtain such permits, certificates, or the like, as may be required to comply therewith. Walton County agrees to comply with all rules and regulations that the City of Monroe has now or may in the future impose on its gas customers.

7. Notice. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing by U.S. certified mail, return receipt requested, or statutory overnight delivery, and shall be addressed and delivered to each Party at the addresses set forth below. By giving prior written notice thereof, either Party may from time to time and at any time change its address for notices hereunder.

If to City of Monroe:

City of Monroe
c/o Mayor John Howard
215 North Broad Street
Monroe, Georgia 30655

With Copy to counsel for the City of Monroe:

Paul L. Rosenthal, Esq.
Preston & Malcom, P.C.
110 Court Street
Monroe, Georgia 30655

If to Walton County:

Walton County Board of Commissioners
c/o Chairman David Thompson
100 N. Broad Street
Monroe, Georgia 30655

With Copy to counsel for Walton County:

Charles M. Ferguson, Jr., Esq.
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

8. Georgia Law. It is the intention of the Parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the Parties.

9. Cooperation. On and after the date of this Agreement, either of the Parties shall at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intentions of this Agreement.

10. Time. Time is and shall be of the essence of this Agreement.

11. Power. The Parties signing this Agreement hereby state that they have the power to do so on behalf of the entity for whom they are signing.

12. Effective. This Agreement shall be effective upon the Parties hereto and their assigns and successors in office.

13. Cumulative. Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

14. Force Majeure. In case by reason of force majeure, any Party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this contract then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party, shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines, pipe lines, or any other cause(s) outside the Party’s control which prevent performance under this Agreement.

15. Entire Contract. This Agreement constitutes the entire contract and agreement between the Parties and it supersedes and replaces all letters, memoranda, or other documents signed by the parties hereto with respect to the sale of gas by the City of Monroe to Walton County as it relates solely to the installation of a new service line for and supplying of Gas to the Public Safety Complex. Any modification of this Agreement must be in writing signed by both Parties.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal, the Effective Date first written above.

CITY OF MONROE, GEORGIA

Witness

_____(SEAL)
John Howard, Mayor

Notary Public

_____(SEAL)
Beverly Harrison, Interim City Clerk

WALTON COUNTY, GEORGIA

Witness

_____(SEAL)
David Thompson, Chairman

Notary Public

_____(SEAL)
Rhonda Hawk, County Clerk



Exhibit "A"

Delivered by email to: RMIDDLEBROOKS@MONROEGA.GOV

Goodwyn Mills Cawood

August 15, 2023

915 Lady Street
Suite C
Columbia, SC 29201

Mr. Rodney Middlebrooks
Utilities Director

T (803) 766-1235

Mr. Bryan Pittman
Gas Superintendent

www.gmcnetwork.com

City of Monroe
215 North Board Street
Monroe, Georgia 30655

Subject: Walton County Jail Complex Natural Gas Engineering

Dear Rodney and Bryan:

As follow up to our recent phone call we understand the Walton County Prison Site project has broken ground and the new gas service to the site needs to be completed in time to meet the project's schedule for firm gas deliveries to the site.

Given the timelines for survey, design, geotechnical, permitting, procurement and construction we recommend the gas portion of the project be started at your earliest convenience. We understand the City of Monroe has already, or will soon, enter into a development agreement with Walton County for this project and cost reimbursement.

As proposed in the study recently completed by GMC for this project, we recommend proceeding with a 4-inch steel, 400 PSIG MAOP pipeline to serve this new critical firm gas load while maintaining your current high-pressure pipeline MAOP in compliance with DOT 192 Code.

Should you wish to consider a 6-inch line we can allow flexibility in the design process to allow for an upgrade during the design review process. Due to our recent experience with similar sized projects, market pricing, materials lead times and market place constraints we recommend starting field surveys, geotechnical borings, and design immediately.

Our proposed engineering agreement is based upon the extensive pre-design study and findings from the *Walton County Jail Complex Engineers Report* dated December 2022 and the recent update submittal for final gas loads submitted by email August 3, 2023 including the City of Monroe selection of the preferred route, i.e. Route 3, copy attached, contingent on final design and GDOT permitting requirements.

Engineering Work Scope:

- a. Meet with Monroe gas staff for a project kick off meeting and site visits to review the route, the prison site location for the gas pipeline terminus and the high-pressure gas supply tap location.
- b. Provide engineering, permitting, and procurement services for:
 - i. Developing a design basis document outlining DOT 192 compliant design approaches for pipeline materials, components and proposed MAOP for design.



- ii. Designing a dedicated high pressure single line lateral including determining upstream tie in locations, MAOP and operating pressure requirements, and distribution system final line sizes and pressure regulation to serve the prison load in compliance with DOT 192 code.
- iii. Prepare project schedules, permits, engineering and procurement documents to construct the necessary pipeline(s) including horizontal directional drills and metering and regulating facilities to serve the prison.
- iv. Bid the work to qualified gas contractors.

c. Provide construction administration services for the project.

Note: The City of Monroe will provide day to day construction inspection.

Fee:

GMC proposes to complete this work scope on a time and materials basis under the attached standard rates attached with a not to exceed amount based on the total installed cost from the *Walton County Jail Complex Engineers Report* for Technical Services for Engineering, Permitting, Procurement, Construction Administration and Geotechnical as excerpted from the report and included in detail in Task Order 01 attached.

Additional services beyond this scope and budgetary levels should they be required will be handled on a time and materials basis with the existing rate structure upon approval by the City of Monroe.

Schedule:

GMC will initiate the project immediately upon written approval to proceed.

Project Management:

GMC will assign Fred Hanna, P.E. as Project Manager to work directly with the City of Monroe staff.

Please do not hesitate to give me a call with any questions. We look forward to working with the City of Monroe on this project.

Attached is our General Engineering Services Contract including Task Order 01 for the Walton County Jail Natural Gas Engineering for this project.

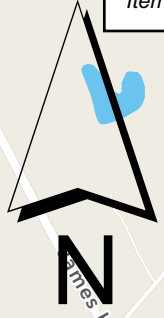
If this work scope meets your approval, please return an executed copy of both the Engineering Services Contract and Task Order 01 document by email to fred.hanna@gmcnetwork.com and we will schedule a project kick off meeting.

Sincerely,
GOODWYN MILLS CAWOOD, LLC.

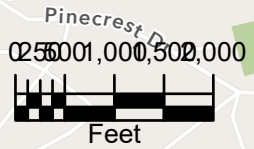
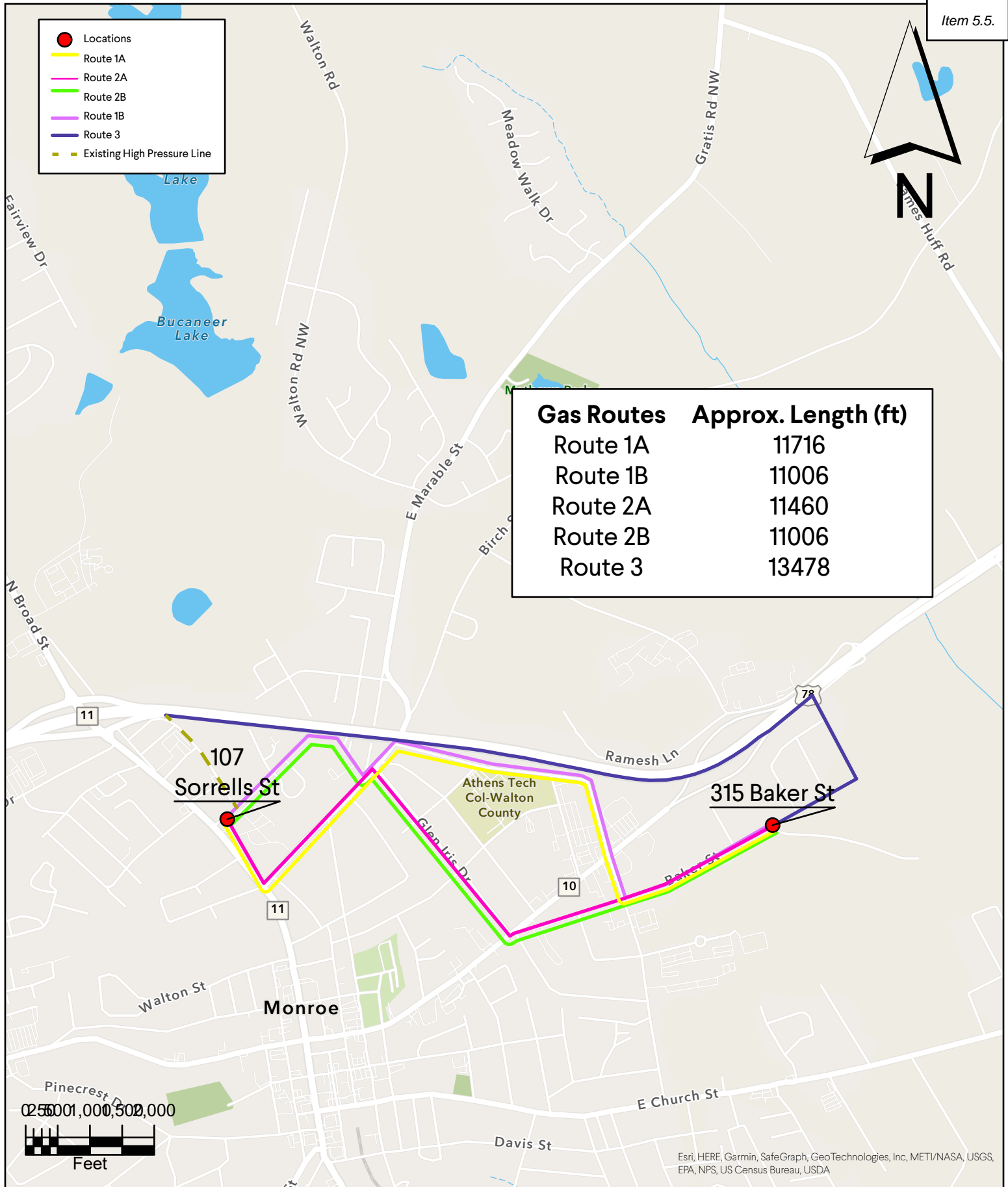
Fred Hanna
Energy Practice Lead

Attachments:

- Locations
- Route 1A
- Route 2A
- Route 2B
- Route 1B
- Route 3
- Existing High Pressure Line



Gas Routes	Approx. Length (ft)
Route 1A	11716
Route 1B	11006
Route 2A	11460
Route 2B	11006
Route 3	13478



Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Jail Gas Analysis

Monroe, Georgia

GMC#: CCOL220002
 DATE: 11/1/2022
 DRAWN BY: HCA



117 Welborn St
 Greenville, SC 29601
 T 864.527.0460
 GMCNETWORK.COM

Total Installed Cost Estimate

Gas System Service Lateral and Distribution Expansion

High Pressure Pipelines	\$1,862,397.92
System Regulator Station	\$60,166.67
Building meter Sets	\$47,450.00
Site Gas Distribution Pipelines	\$86,145.00
Testing, Erosion and Traffic Controls, Paving	\$168,697.50

Subtotal **\$2,224,857.09**

Engineering, Permitting, Procurement (7%)	\$155,739.99
Construction Admin (3%)	\$66,745.71
Geotechnical	\$30,000
Subtotal	\$252,485.70

Total **\$2,477,342.00**

STATE OF GEORGIA
WALTON COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF WEST WALTON PARK

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of this 11th day of April 2024, by and between WALTON COUNTY, GEORGIA, (the "County") and the CITY OF LOGANVILLE, GEORGIA, (the "City"), both political subdivisions of the state of Georgia, provides as follows:

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County and the City to contract for a period not to exceed 50 years; and

WHEREAS, the City wishes to hold its Independence Celebration at the West Walton Park on June 29, 2024; and

WHEREAS, the County agrees to let the City hold its Independence Celebration ("the event") at the West Walton Park on June 29, 2024, subject to terms and conditions described herein.

NOW THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the value and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

ARTICLE 1.
USE OF PROPERTY

1.

The County gives permission to the City to use the West Walton Park for the event on June 29, 2024.

2.

The County gives permission to the City to use the West Walton Park parking lot for launching of fireworks by Pyrotecnico for the event. The County agrees that the City may close the entrance to West Walton Park on Twin Lakes Drive in order to facilitate the launching of fireworks at the event.

3.

The County gives the City permission to set up inflatable(s) on the lower football fields of West Walton Park ("the fields") for the event.

4.

The County gives permission for attendees of the event to set up blankets and chairs on the fields during the event.

5.

The County agrees that the City shall have control of the lights on the fields before, during, and after the event.

6.

The City agrees to clean up any debris from the fireworks and/or trash in the areas used during the event by 2:00 pm on Monday, July 1, 2024.

ARTICLE 2.

COUNTY LOGO

7.

The County logo will be included on all City-produced promotional material for the event.

8.

The City will provide a limited amount of parking passes to the County for the event.

ARTICLE 3.

INSURANCE

9.

The City previously provided to the County proof of insurance held by Pyrotecnico which provides coverage to the parties for Pyrotecnico's launching of fireworks during the event.

10.

The City maintains event insurance which may provide coverage for the event. Proof of this insurance is available upon request.

ARTICLE 4.

GOVERNING LAW

11.

This Intergovernmental Agreement is being made in Georgia and shall be construed and enforced in accordance with the laws of that State.

ARTICLES.

ENTIRE AGREEMENT

12.

This Intergovernmental Agreement constitutes the entire agreement among the parties as to the subject matter hereof and may not be modified, altered or amended except by mutual consent of the parties in writing.

ARTICLE 6.

NOTICES

13.

All notices hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as follows:

(a) If to the County:

(b) If to the City:

City of Loganville
 4303 Lawrenceville Road
 Loganville, Georgia 30052
 Attention: City Manager
with a copy to:

Preston & Malcom
 110 Court Street
 PO Box 984
 Monroe, Georgia 30655
 Attention: Paul Rosenthal

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

ARTICLE 7.

WAIVER OF BREACH

14.

The waiver of a breach of any provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach.

ARTICLE 8.

ASSIGNMENT

15.

This Intergovernmental Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Intergovernmental Agreement may not be assigned except by mutual consent of the parties in writing.

ARTICLE 9.

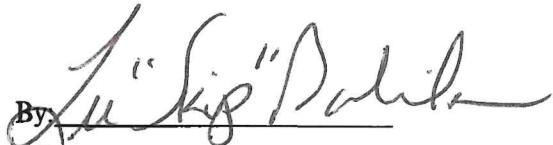
SEVERABILITY

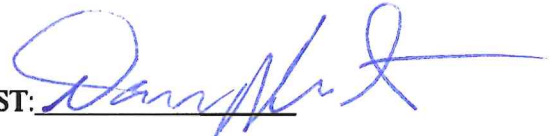
16.

Should any provision of this Intergovernmental Agreement be unlawful, invalid or void, the remainder of this Intergovernmental Agreement shall remain effective and be enforced to the greatest extent permitted by law to accomplish the purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers and their seals to be affixed, all as of the date first above written.

City of Loganville

By: 
Mayor

ATTEST: 
City Manager

[Intergovernmental Agreement Signature Page of the City]

WALTON COUNTY

By: _____
Chairperson

ATTEST: _____
Secretary

[Intergovernmental Agreement Signature Page of the County]

Walton County Environmental Health Services

1110 E. Spring Street • Monroe, Georgia 30655 • 770.267.1430 phone • 770.267.1451 fax

April 11, 2024

David Thompson, Chairman
Walton County Board of Commissioners
111 South Broad Street
Monroe, GA 30655

Re: Walton County Environmental Health Fees

Dear Chairman Thompson

The Walton County Board of Health voted to increase some of the Environmental Health Fees at the regular meeting on February 21, 2024. Please see the attached fee list. The last time these fees were increased was 2017. The fees are collected to cover the cost of providing services to the community.

This letter is to request that the Walton County Board of Commissioners adopt these fees so that the Walton County Environmental Health Office can implement them July 1, 2024.

Thank you for your consideration in this matter. Please contact me at the above referenced number if I can be of assistance.

Respectfully,

David Dixon
Walton County Environmental Health Manager

Please feel free to contact me if you have any questions.

Thank you,



David Dixon
Walton County Environmental Health

Proposed Walton County EH Fees
(changes are highlighted)

Walton EH Fees	Currenet(2017)	Proposed				
ON-SITE SEWAGE			FOOD SERVICE		TOURIST ACCOMODATIONS	
Subdivision			Plan Reviews		Annual Inspection <50 rooms	\$350.00
Subdivision Plat Review	\$300.00	\$300.00	Type 1 Facility - No Food Served	\$375.00	Annual Inspection 51-99 rooms	\$550.00
Subdivision Lot Review	\$100.00	\$100.00	Type 1 Facility - Food Served	\$400.00	Plan Review <50 rooms	\$350.00
Residential			Type 2 Facility - <40 seats	\$450.00	Plan Review 51-99 rooms	\$600.00
Septic Tank Inspection	\$375.00	\$425.00	Type 2 Facility - ≥40 seats	\$500.00	Re-inspection fee	\$200.00
Septic Tank Inspection ≥ 5 bedrooms	\$425.00	\$475.00	Type 3 Facility - <40 seats	\$550.00	Resubmittal fee	\$150.00
Septic Tank Inspection Re-inspection	\$200.00	\$200.00	Type 3 Facility - ≥40 seats	\$600.00	Expedited Service	\$150.00
Septic Tank Evaluation	\$150.00	\$200.00	Extended Food Service Facility	\$400.00	SWIMMING POOLS	
Septic System Location Plan Review	\$50.00	\$50.00	Mobile Food Service Facility	\$400.00	Annual Inspection	\$350.00
Septic System Site Plan Review	\$75.00	\$75.00	Mobile Food Service Unit	\$400.00	Plan Review	\$500.00
Repair Permit	\$200.00	\$200.00	Temporary/Festival Review	\$150.00	Pressure Test Inspection	\$150.00
Addition /modification inspection	\$150.00	\$200.00	HACCP Review	\$150.00	Construction Inspection	\$200.00
Expedited Service	\$75.00	\$75.00	Inspection Fees		Re-inspection fee	\$150.00
Commercial			Annual Type 1 Facility- No Food Served	\$300.00	Resubmittal fee	\$150.00
Septic Inspection 1-1000 gpd	\$500.00	\$550.00	Annual Type 1 Facility - Food Served	\$400.00	Expedited Service	\$150.00
Septic Inspection 1001-2000 gpd	\$800.00	\$850.00	Annual Type 2 Facility - <40 seats	\$450.00	INDIVIDUAL WATER SUPPLY	
Septic Inspection 2001-5000 gpd	\$1,300.00	\$1,350.00	Annual Type 2 Facility - ≥40 seats	\$500.00	Water Sample - Individual	\$40.00
Septic Inspection 5001-9999 gpd	\$2,100.00	\$2,150.00	Annual Type 3 Facility - <40 seats	\$550.00	Water Sample - Loan	\$150.00
Septic Tank Re-inspection	\$300.00	\$350.00	Annual Type 3 Facility - ≥40 seats	\$600.00	Water Sample - Non-public Facility	\$75.00
Septic Tank Evaluation	\$300.00	\$350.00	Extended Food Service Facility	\$400.00	Water Sample - Priority Service	\$200.00
Site Plan Review 1-1000 gpd	\$100.00	\$125.00	Mobile Food Service Facility	\$500.00	Well Location Inspection	\$75.00
Site Plan Review 1001-2000 gpd	\$150.00	\$200.00	Mobile Food Service Unit	\$500.00	OTHER	
Site Plan Review 2001-5000 gpd	\$250.00	\$275.00	Temporary/Festival Inspection	\$150.00	Institutional Evaluation	\$150.00
Site Plan Review 5001-9999 gpd	\$350.00	\$375.00	Restaurant Re-inspection	\$200.00	Plan Review Tattoo/ Piercing Establishment	\$350.00
Repair Permit	\$315.00	\$365.00	Misc.		Tattoo/Piercing Establishment Annual Permit	\$400.00
Expedited Service	\$150.00	\$200.00	Expedited Service	\$150.00	Tattoo/ Body Piercer Operator Permit - (Remove)	\$75.00
Septage Removal			Preliminary/ Consultation review	\$100.00	Body Artist Exam fee- (Add)	\$50.00
Pump Truck Inspection	\$200.00	\$200.00	Resubmittal Fee	\$225.00	Tattoo/ Piercing Establishment Re-insp Fee	\$150.00
			Food Safety Class per person	\$50.00	Facility List	\$50.00
			ServSafe Class per person	\$150.00	Permit/Inspection Report Replacement	\$50.00
			ServSafe Exam only	\$75.00	File Search/Copy Fee	\$5.00
					Returned Check Fee	Bank Rate
					Signature Fee	\$25.00
					Operating Without a Permit	Dobule Fee
					Late Fee (per 30 days)	\$30.00
					Informal Hearing (add legal cost)	\$250.00
					Legal Fees	Legal Fees
					Formal Hearing (add legal cost)	\$500.00
					Legal Fees	Legal Fees

WALTON COUNTY, GA
Proposed Budget - Fiscal Year 2025 Highlights

The Proposed Fiscal Year 2025 General Fund Budget is \$83,234,500 an increase in budgeted revenues and expenditures of approximately 10% (\$7,455,856) from the previous year. The majority of the change is from an anticipated increase in the tax digest (revenues) from new County growth, an increase in anticipated sales tax revenue and an increase in budgeted expenditures for public safety and public works (expenditures).

Personnel for the upcoming fiscal year has the following:

- ❖ No increases in salaries
- ❖ Promotional monies - \$95,193
- ❖ 13 Fulltime positions with benefits - \$1,054,805

Capital Equipment and Vehicle requests made are anticipated to be met in the General Fund and Special Revenue and Enterprise Fund.

- ❖ General Government - \$332,837.00
- ❖ Judicial - \$10,000
- ❖ Public Safety - \$1,422,505
- ❖ Public Works - \$896,911
- ❖ Parks and Recreation - \$96,900
- ❖ Water Department - \$214,000

Capital Projects in the Proposed Budget includes significant constructions costs related to the progress on the County’s three largest projects:

- ❖ The Public Safety Complex
- ❖ The Water Treatment Plant
- ❖ The Grove

The County will fund these with a combination of Federal Grants, SPLOST receipts, proceeds from Revenue Bond(s) issuance, and fund balance reserves.

The Proposed Fiscal Year 2025 budget assumes a County-wide millage of 10.415, no increase from Fiscal Year 2024.

The Proposed Fiscal Year 2025 budget assumes a Fire District millage of 2.100, an increase of .265 mills versus last year’s millage rate of 1.835.

Public hearing for the Proposed Fiscal Year 2025 budget will be held Tuesday, May 21, 2024 at 5:00 in the Board Room of the Walton County Board of Commissioners, 111 S. Broad St, Monroe, GA 30655

**SHOOTING RANGE
PROTECTIVE WALL
PROJECT BUDGET**

DATE: April 18, 2024
 PROJECT: SHOOTING RANGE PROTECTIVE WALL
 FUNDING: 3300.75

Description	Unit Meas.	Unit Price	Unit Cost	Totals
Shooting Range Protective wall	lot			\$21,000
<hr/>				
Total New Construction Cost:			(TNC)	\$21,000
<hr/>				
Site Development/Improvements Costs				
Utility				\$0
Site work				\$0
<hr/>				
Total Site Dev. Costs:			(TSD)	\$0
<hr/>				
Total New Construction / Total Site Dev. Costs:				\$21,000
<hr/>				
Professional/Technical Cost				
Professional Design Fee		(TNC)		\$0
Survey & Soil				
Soil Borings				
Phase 1 Environmental & Hazard Screen				
Testing				
Contingency				
<hr/>				
Total Professional/Technical Cost				\$0
<hr/>				
Subtotal				\$0
<hr/>				
Project Contingency				
	0			\$0
<hr/>				
TOTAL PROJECT BUDGET				\$21,000

Walton County Department Agenda Request

Item 7.1.

Department Name: Human Resources

Department Head or Representative: Melissia Rusk and Ashley Gilder, MSI Benefits

Meeting Date Request: May 7, 2024

Has this topic been discussed at past meetings? No

If so, when?

Topic: Insurance Renewal

Wording for Agenda: 2024 Benefits Renewal

This Request: Informational Purposes Only

Needs Action by Commissioners

What action are you seeking from the Commissioners? Approval of recommendations for the 2024 Benefits Renewal as presented by MSI Benefits Group.

Department Comments/Recommendation:

Is additional documentation attached? Yes

Is review of this request or accompanying documentation by the County Attorney required? No

If so, has a copy of the documentation been forwarded to the County Attorney?

Date forwarded to the County Attorney:

Has the County Attorney review been completed?

If this request involves the expenditure of County funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



2024 BOC Benefits Renewal

May 07, 2024



Benefits Renewal Recap

(2023-2024)

- **Health Plan:** Renewed with **Anthem and VeracityRx** at a **13.4% increase**
 - Increased PCP Copay to \$35, Lowered all LHO Copays to \$0 and Increased UC Copay to \$50
 - No Change to Employee Deductions

***Up for Renewal 2024-2025 (No changes to Copays for this year)**
- **Dental:** Renewed with **Anthem** at a **9.9% increase**
 - No Change to Plan Designs
 - No Change to Employee Deductions

***Up for Renewal 2026-2027**
- **Vision:** Renewed with **Anthem** at a **6.2% increase**
 - No Change to Plan Designs
 - No Change to Employee Deductions

***Up for Renewal 2027-2028**
- **Life and Disability:** Secured under Rate Guarantee with **Anthem**

***Up for Renewal 2024-2025 (Increased Basic Life/AD&D Benefit from \$25k to \$50k for this year)**

Historical Health Plan Spend Analysis

Item 7.1.

	2020-2021	2021-2022	2022-2023	2023-2024 Annualized (through Mar)
Enrollment				
Avg Employee Enrollment	561	561	573	610
Total Spend				
Total Fixed Cost	\$1,383,626	\$1,900,109	\$1,726,381	\$2,248,134
Total Net Paid Claims	\$8,292,291	\$8,296,820	\$8,693,554	\$9,260,405
Total Gross Costs	\$9,675,917	\$10,196,929	\$10,419,935	\$11,508,539
Total Gross Costs PEPY	\$17,248	\$18,176	\$18,185	\$18,866
Loss Ratio				
Total Net Paid Claims	\$8,292,291	\$8,296,820	\$8,693,554	\$9,260,405
Max Claims Liability	\$10,071,804	\$10,289,577	\$11,655,202	\$13,625,248
Max Medical Loss Ratio (Target: 80%)	82.3%	80.6%	74.6%	68.0%
Expected Claims	\$8,057,443	\$8,231,662	\$9,324,162	\$11,001,543
Expected \$ Difference	\$234,848	\$65,158	-\$630,608	-\$1,741,138

- Improved Plan performance can be attributed to Health Clinic and carved-out Pharmacy Program implemented in July 2022

2023-2024 Plan YTD Pharmacy Savings

Item 7.1.

Pharmacy Spend

\$929,731

Personal Importation Savings

\$311,391

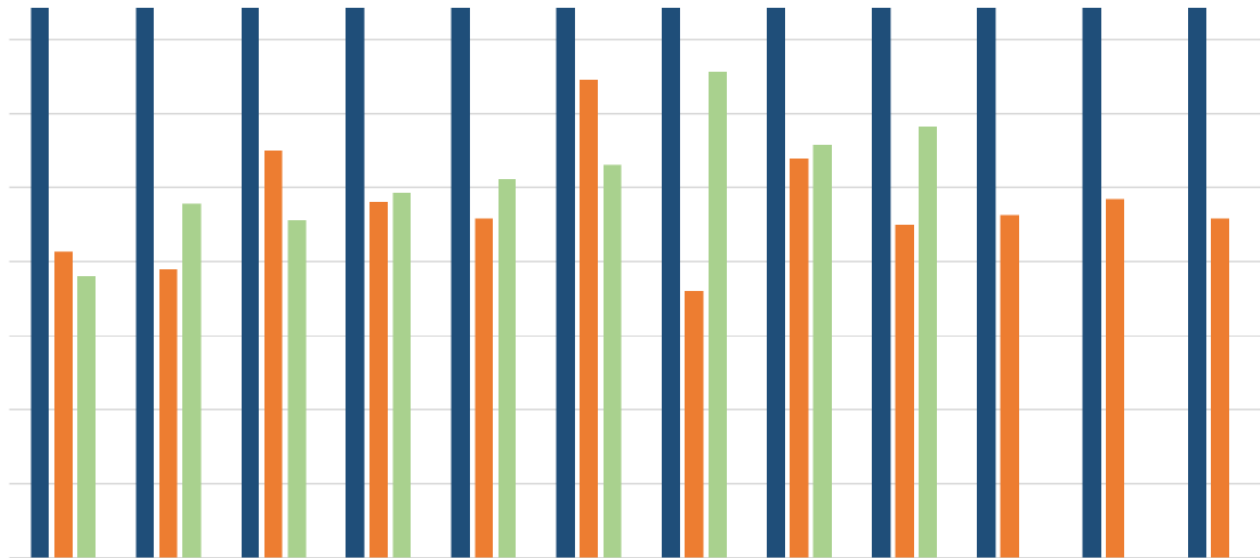
Specialty Savings

\$1,543,154

Average PMPM

\$67.44

2022 PMPM National Forecasted
Industry Average: \$138



Plan Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2021-22 (Pre/Base)	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	1,783,896
2022-23	82,817	77,904	110,169	96,109	91,738	129,111	72,118	107,768	90,136	92,480	96,991	91,673	1,139,014
2023-24	76,097	95,755	91,318	98,671	102,449	106,140	131,284	111,600	116,417				929,731

Jul-Mar 2022	\$1,337,922
Jul-Mar 2023	\$857,870
Jul-Mar 2024	\$929,731

- The Personal Importation and Specialty Programs account for \$1,854,545 in Savings Plan YTD and are on pace to save approximately \$2.5M by year-end.
- 2022 3rd Quarter Rebate Check: \$21,055.53
2022 4th Quarter Rebate Check: \$32,542.14
2023 1st Quarter Rebate Check: \$27,478.35
2023 2nd Quarter Rebate Check: \$53,383.12 (\$134K total)

2024-2025 Health Plan Stop Loss Market Summary

Item 7.1.

Stop Loss Market	Market Response	Market Response Details
AccuRisk Solutions, LLC	Quoted	Uncompetitive
Berkley Accident and Health	Declined	Uncompetitive
Berkshire Hathaway Specialty Insurance Company	Firm Offer Provided	Competitive
Crum & Forster	Quoted	Uncompetitive
Granular Insurance Company	Pending	No Response
Intermediary Insurance Services, Inc.	Quoted	Uncompetitive
ISU, a division of Companion Life Insurance Company	Pending	No Response
QBE A&H	Quoted	Uncompetitive
Sun Life Financial	Quoted	Uncompetitive
Swiss Re	Firm Offer Provided	Competitive
Symetra	Firm Offer Provided	Competitive
Voya Financial	Firm Offer Provided	Most Competitive
Anthem Stop Loss	Firm Offer Provided	Competitive
AccuRisk Solutions, LLC	Quoted	Uncompetitive
Berkley Accident and Health	Declined	Uncompetitive

- Through MSI's negotiations, Anthem agreed to lower their Premium by \$225K in order to be competitive with the Market

2024-2025 Health Plan Renewal

Item 7.1.

616 Enrolled	Current	Final Renewal
Administrator	Anthem	Anthem
Provider Network	Anthem	Anthem
Stop Loss Carrier	Anthem	Anthem
Pharmacy Benefit Manager	Veracity	Veracity
Individual Stop Loss Specific Limit	\$175,000	\$175,000
Administrator/Network/Consulting Fees	\$735,282	\$747,257
\$ Difference	N/A	\$11,975
% Difference	N/A	1.6%
Stop Loss Premium	\$1,533,766	\$1,443,953
\$ Difference	N/A	-\$89,813
% Difference	N/A	-5.9%
Total Fixed Cost	\$2,269,048	\$2,191,211
\$ Difference	N/A	-\$77,838
% Difference	N/A	-3.4%
Total Expected Claims	\$11,001,543	\$11,001,543
\$ Difference	N/A	\$0
% Difference	N/A	0.0%
Total Fixed Cost and Expected Claims	\$13,270,591	\$13,192,754
\$ Difference	N/A	-\$77,838
% Difference	N/A	-0.6%
Total Employee Deductions	-\$1,286,254	-\$1,286,254
Total County Net Annual Spend:	\$11,984,337	\$11,906,499
\$ Difference	N/A	-\$77,838
% Difference	N/A	-0.6%
Total County Net Annual Spend PEPE:	\$19,455	\$19,329

- Actual Net Costs PEPE (through March 2024) is \$16,749 – Overall, the Plan is performing exceptionally well

2024-2025 Health Plan Employee Deductions

Item 7.1.

Employee Monthly Cost	
Employee	\$65.72
Employee + Spouse	\$185.45
Employee + Child(ren)	\$169.13
Family	\$288.86
Employee Bi-Weekly Cost	
Employee	\$30.33
Employee + Spouse	\$85.59
Employee + Child(ren)	\$78.06
Family	\$133.32
Total Employee Deductions:	\$1,286,254

2024-2025 Dental Renewal and Employee Deductions

Item 7.1.

Anthem	Current	Renewal	Increase
Average Employee Enrollment	589	589	0%
Administrative Fee	\$3.76	\$3.76	0%
Total Fixed Cost	\$26,576	\$26,576	0%
Total Expected Claims	\$531,430	\$558,002	5%
Total Fixed Cost and Expected Claims	\$558,006	\$584,577	5%
Total Employee Deductions	\$141,133	\$141,133	0%
Total County Net Annual Spend:	\$416,873	\$443,444	6%
\$ Difference	N/A	\$26,572	-
Total County Net Annual Spend PEPY:	\$708	\$753	6%

Anthem	Employee Bi-Weekly Cost	
	Base	Buy-Up
Employee Only	\$2.71	\$6.74
Employee + Spouse	\$5.41	\$14.52
Employee + Child(ren)	\$5.14	\$14.25
Family	\$8.39	\$17.50

2024-2025 Vision Renewal and Employee Deductions

Item 7.1.

Anthem	Current	Renewal	Increase
Average Employee Enrollment	553	553	0%
Administrative Fee	\$1.79	\$1.79	0%
Total Fixed Cost	\$11,878	\$11,878	0%
Total Expected Claims	\$51,001	\$52,531	3%
Total Fixed Cost and Expected Claims	\$62,879	\$64,409	2%
Total Employee Deductions	\$34,345	\$34,345	0%
Total County Net Annual Spend:	\$28,534	\$30,064	5%
\$ Difference	N/A	\$1,530	-
Total County Net Annual Spend PEPY:	\$52	\$54	5%

Anthem	Employee Bi-Weekly Cost
Employee Only	\$1.16
Employee + Spouse	\$2.32
Employee + Child(ren)	\$2.20
Family	\$3.59

2024-2025 Basic Life/AD&D Renewal

Item 7.1.

OneAmerica	Current	Renewal with Increased Benefit from \$25k to \$50k	Increase
Average Employee Enrollment	678	678	0%
Average Volume	\$16,655,000	\$33,815,000	103%
Basic Life Rate	\$0.145	\$0.145	0%
Total Basic Life Cost	\$28,980	\$58,838	103%
Basic AD&D Rate	\$0.020	\$0.020	0%
Total AD&D Cost	\$3,997	\$8,116	103%
Total County Annual Spend:	\$32,977	\$66,954	103%
\$ Difference	N/A	\$33,977	103%
Total County Annual Spend PEPPY:	\$49	\$99	103%

- **Voluntary Term Life/AD&D: Rate Guarantee Extended; Up for Renewal 2025**
- **Voluntary Disability: Rate Guarantee Extended; Up for Renewal 2025**

Benefit Recommendations

	Current	Recommendations
Health Plan	Anthem/Veracity/Anthem	Anthem/Veracity/Anthem
Total County Net Annual Spend	\$11,984,337	\$11,906,499
Dental	Anthem	Anthem
Total County Net Annual Spend	\$416,873	\$443,444
Vision	Anthem	Anthem
Total County Net Annual Spend	\$28,534	\$30,064
Basic Life and AD&D	Anthem	Anthem
Total County Annual Spend	\$32,977	\$66,954
Grand Total County Annual Spend	\$12,462,721	\$12,446,962
\$ Difference	N/A	-\$15,759
% Difference	N/A	-0.13%

- Above is not inclusive of VeracityRx Pharmacy Rebates passed along to the County



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

Item 8.1.

April 22, 2024

Mr. Morris Jordan
Director
Walton County Water Department
2171 Highway 81 SW
P.O. Box 880
Loganville, Georgia 30052

Subject: **Project No. N/A, Walton County**
P.I. No. 0016363
Contract Item Agreement Undated – Water Facilities

Dear Mr. Jordan:

In accordance with your request, the adjustment of Water facilities belonging to Walton County is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which Walton County will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate including betterment for this work is **\$1,017,595.93** of which the Department will bear **0% or \$0.00** and Walton County will bear **100% or \$1,017,595.93**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Walton County and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of Walton County is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide Walton County's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Walton County in writing the amount due the Department based upon the aforementioned

Mr. Morris Jordan
Project No. N/A, Walton County
P.I. No. 0016363
Contract Item Agreement Undated – Water Facilities
April 22, 2024; Page 2 of 2

commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

The Department will refund any overpayment or request in writing that Walton County pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Kelvin Mullins, District 1 Engineer
Yulonda Pride-Foster, District 1 Utilities Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utility Coordinator
Leo Perez, Project Manager

Account No. – Class: 733005-309
Department ID: 4848010000
Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: **N/A, Walton County**
G.D.O.T. P.I. No.: **0016363**

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and **Walton County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to improve the intersection of State Route 81 at County Road 29/Ozora Church Road in Walton County, Georgia**; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water facilities** in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water facilities**, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

- 1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY’S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT’S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT’S reliance upon the LOCAL AGENCY’S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT’S tabulation of bids. The approximate non-binding pre-let estimate, including betterment, is **\$1,017,595.93** based on the LOCAL AGENCY’S estimate attached hereto of which the Department shall bear **\$0.00 or 0% and the LOCAL AGENCY shall bear \$1,017,595.93 or 100%.**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

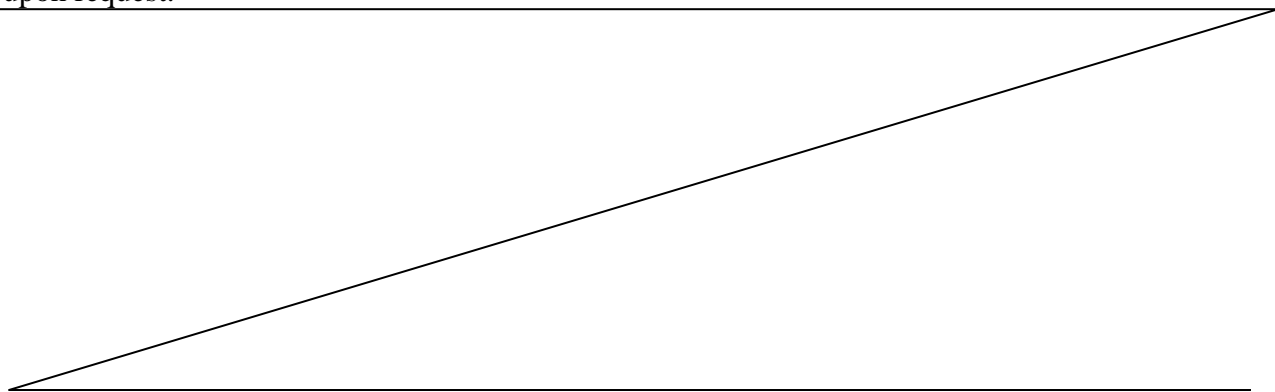
10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

WALTON COUNTY

BY: _____

TITLE: _____

Signed on behalf of Walton County pursuant to resolution dated _____.

FEIN _____

BY: _____

**SECRETARY/ASST.SECRETARY
(OFFICIAL SEAL)**

RECOMMENDED:

ACCEPTED:

BY: _____

STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

BY: _____

COMMISSIONER

PROJECT NO.: N/A
COUNTY: Walton
G.D.O.T. P.I. NO.: 0016363
DATE: April 22, 2024 DB

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____

**TREASURER
OFFICIAL CUSTODIAN OF THE SEAL**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

WALTON COUNTY

BE IT RESOLVED by the CHAIR and BOARD OF COMMISSIONERS of WALTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, P.I. No. 0016363 to improve the intersection of State Route 81 at County Road 29/Ozora Church Road in Walton County, and that Mr. David Thompson as Chair of the Board of Commissioners and Ms. Rhonda Hawk, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIR and BOARD OF COMMISSIONERS of WALTON COUNTY.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

COMMISSION CLERK

BY: _____
CHAIR

STATE OF GEORGIA,

WALTON COUNTY

I, _____, as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chair and Board of Commissioners of Walton County.

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
COMMISSION CLERK
(OFFICIAL SEAL)



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	WALTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0016363, WALTON COUNTY; TO IMPROVE THE INTERSECTION OF STATE ROUTE 81 AT COUNTY ROAD 29/OZORA CHURCH ROAD.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

