



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, May 03, 2022 at 6:00 PM

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

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

AGENDA

1. **PUBLIC COMMENT/PRESENTATIONS** | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*
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 Z22020029 - Rezone 2.50 acres from A2 to A to grow & sell vegetables & flowers w/customer contact - Applicant: Pang Chang/Owners: Pang Chang & Fenglo Naovang - Property located at 3825 Sims Bridge Rd - Map/Parcel C1610024M00 - District 5
 - 4.2. Approval of Z22030001 - Rezone 3.00 acres from A to A1 to create a buildable lot - Applicants/Owners: Ivan & Stefanie Childress - Property located at 2549 John Stowe Rd - Map/Parcel C1200155C00 - District 5
 - 4.3. Approval of Amendment OA22030021 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 03/04/2022
5. **RESOLUTIONS**
 - 5.1. Resolution - Approving Placement of Daughters of the American Revolution Marker
 - 5.2. Resolution - Appointing Walton Co. Building Inspectors as Mobile Home Agents
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 April 5, 2022 Meeting Minutes
 - 6.2. Contracts & Budgeted Purchases of \$5000 or Greater

- [6.3.](#) Declaration of Surplus Property
- [6.4.](#) Arbitrage Rebate Services - Bingham Arbitrage Rebate Services, Inc.
- [6.5.](#) IGA - City of Loganville - Use of West Walton Park
- [6.6.](#) IGA Extension - Georgia Department of Public Safety
- [6.7.](#) IGA - Code Enforcement - Jersey

7. FINANCE

- [7.1.](#) Presentation of Proposed FY23 Budget

8. HUMAN RESOURCES

- [8.1.](#) 2022 Benefits Renewal and Waiver - MSI Benefits Group

9. ACCEPTANCE OF BIDS/PROPOSALS

- [9.1.](#) Acceptance of Proposal - Campton Water Tank and Pressure Zone Improvements
- [9.2.](#) Acceptance of Proposals - GIS Services

10. DISCUSSION

- [10.1.](#) Discussion and possible decision - Good Hope Fire Department - Proposal

11. ANNOUNCEMENTS

12. EXECUTIVE SESSION

13. 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 5:00 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.

Rezone Z22020029

Staff Analysis

Commission District: 5-Adams

Planning Commission Hearing Date: 04-07-2022

Board of Commissioners Hearing Date: 05-03-2022

Parcel ID: Map C1610024M00

Acreage: 2.50

Applicant

Pang Chang

3825 Sims Bridge Rd

Monroe, Georgia 30656

Owners:

Pang Chang & Fenglo Naovang

3825 Sims Bridge Rd

Monroe, Georgia 30656

Property Location: 3825 Sims Bridge Road

Current Character Area: Rural Residential

Current Zoning: A2

Request: Rezone 2.50 from A2 to A to grow & sell vegetables & flowers to take to market and to request customer contact.

Staff Comments/Concerns:

Site Analysis: The 2.50 acre tract is located on 3825 Sims Bridge Road. The surrounding properties are zoned A1 and A2.

Zoning History: No History

Character Area: The character area for this property is Rural Residential.

Comments and Recommendations from various Agencies:

Public Works: Recommend that a Commercial Driveway be installed.

Sheriffs' Department: Will not impact the Walton County Sheriff's Office.

Water Authority: This property is not currently served by the WCWD.

Fire Department: No issues

Fire Code Specialist: 1. Development shall meet International Fire Code (2018), Life Safety Code (2018) and the Georgia Accessibility Code and Walton County Ordinances. 2. The Code compliance shall be subject to a plan review.

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

Development Inspector: No comment received

DOT Comments: Will not require GDOT coordination.

Archaeological Information: No comment received

PC ACTION 4/7/2022:

- 1. Rezone – Z22020029 – Rezone 2.50 acres from A2 to A to grow & sell vegetables & flowers w/customer contact– Applicant: Pang Chang/Owners: Pang Chang & Fenglo Naovang– Property located on 3825 Sims Bridge Rd-Map/Parcel C1610024M00 – District 5.**

Presentation: Pang Chang represented the case. She would like to grow seasonal produce and take produce and cut flowers to market and have occasional contact with customers. It was asked if she was growing vegetables on her property now and she stated that she was.

Speaking: None

Recommendation: Brad Bettis made a motion to recommend approval with a second by Josh Ferguson. The motion carried unanimously.

Rezone Application # Z22D20029 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 4-7-2022 at 6:00PM held at Historic Court House Board of Comm. Meeting Room 2nd Floor
Board of Comm Meeting Date 5-3-2022 at 6:00PM held at WC Historical Court House 2nd Floor
1115. Broad Street
You or your agent must be present at both meetings

Map/Parcel C161/24M

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Yang Chang</u>	<u>Pang Chang, Fengbo Naovang</u>
<u>3825 Sims Bridge Rd NW</u>	<u>3825 Sims Bridge Rd NW</u>
<u>Monroe, GA 30656</u>	<u>Monroe, GA 30656</u>
E-mail address: <u>pangchang001@gmail</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>907-952-2424</u>	Phone # _____

Location: _____ Requested Zoning A Acreage 2.5

Existing Use of Property: Residential

Existing Structures: Single Family Home, High Tunnel

The purpose of this rezone is to sell vegetables and cut flowers while doing gentle farming, taking products to market and having customer contact at property

Property is serviced by the following:

Public Water: _____ Provider: _____ Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: _____

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 [Signature] Date 2/17/2022 Fee Paid \$ 300.00

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 A2 Surrounding Zoning: North A1A2 South A1
East A2 West A1A2

Comprehensive Land Use: Rural Residential **DRI Required?** Y _____ N /

Commission District: 5-Adams Watershed: _____ TMP /

I hereby withdraw the above application _____ 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;

Residential, Single family homes

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

Zoning should not diminish property values

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

N/A.

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

N/A.

5. The suitability of the subject property for the zoned purposes; and
Gentle farming to provide seasonal veggies
and cut flowers

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

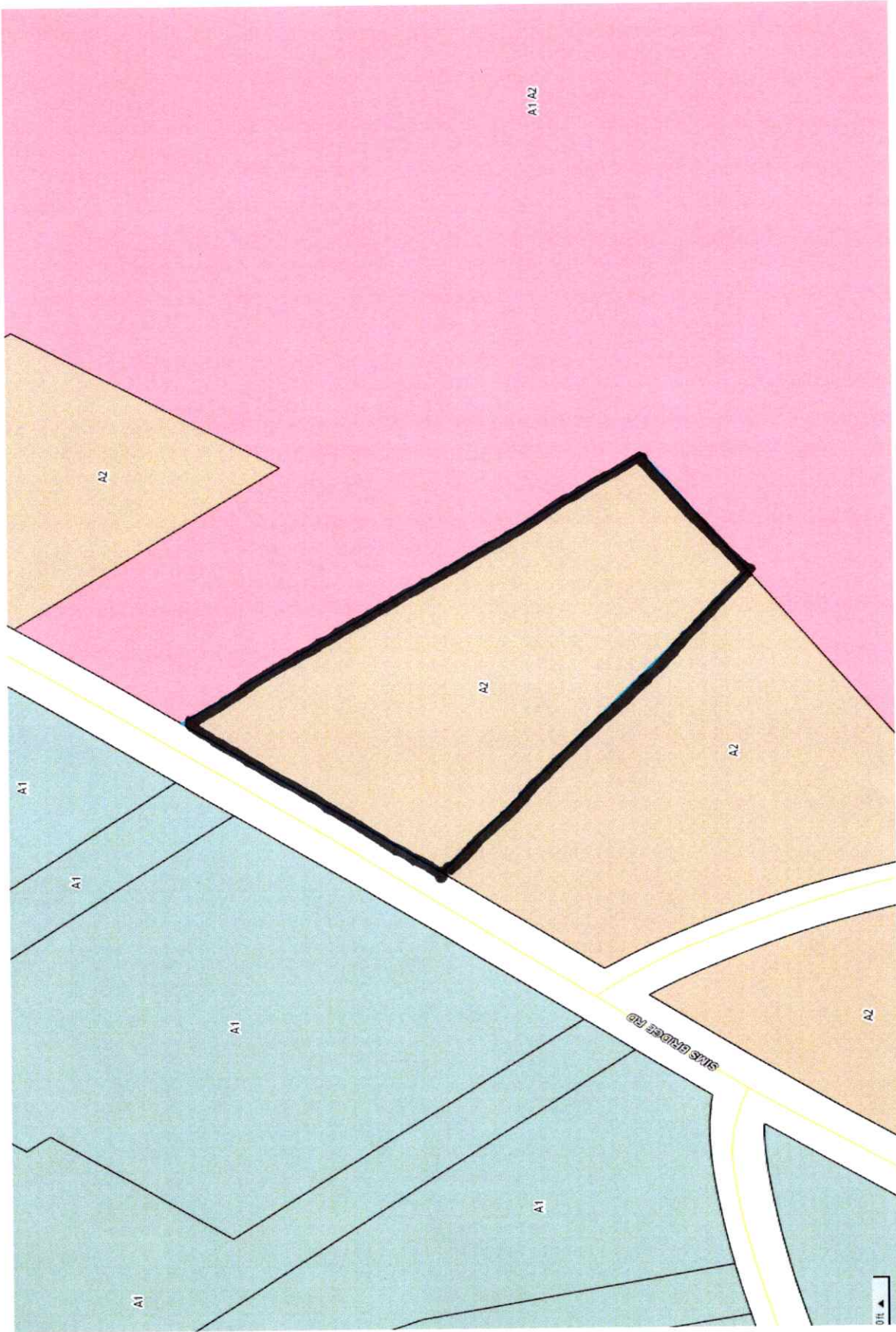
Z22020029 – 3825 Sims Bridge Road



Z22020029 – 3825 Sims Bridge Road



Z22020029 – 3825 Sims Bridge Road



Rezone Z22030001

Staff Analysis

Commission District: 5-Adams

Planning Commission Hearing Date: 04-07-2022

Board of Commissioners Hearing Date: 05-03-2022

Parcel ID: Map C1200155C00

Acreage: 3.00

Applicants/Owners:

Ivan & Stefanie Childress

128 Southview Drive

Monroe, Georgia 30655

Property Location: 2549 John Stowe Road

Current Character Area: Suburban

Current Zoning: A

Request: Rezone 3.00 acres from A to A1 to create a buildable lot.

Staff Comments/Concerns:

Site Analysis: The 3.00 acre tract is located on 2549 John Stowe Road. The surrounding properties are zoned A1, R1, R2 and A.

Zoning History:

V19120007	H Ben Doster Jr	Reduce lot width from 150' to 50' to create a buildable lot	C1200155b00 Daniel Cemetery Road	Approved
Z20020001	Charles & Elyse Bentley/Ivan & Stephanie Childress/Craig & Joanna Minix	Rezone from R1 to A Tract 1-Charles & Elyse Bentley (cattle & fruit trees) – Tract 2-Ivan & Stephanie Childress (honey bees) – Tract 3 Craig & Joanna Minix (small tree farm)	C1200155B00 John Stowe & Daniel Cemetery Road	Approved w/conditions

Character Area: The character area for this property is Suburban.

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: Any increase in the number of households and population will impact the Walton County Sheriff's Office.

Water Authority: Request for rezone 3.0 acres on John Stowe Rd from A to A1 to create a buildable lot from 18.563 acre parcel. This area is served by an existing 6" diameter water main along on John Stowe Rd. (static pressure: 80 psi, Estimated fire flow available: 830 gpm @ 20 psi). No system impacts anticipated.

All fire flows presented were provided by the WCWD hydraulic water system model, and are not actual field recorded data.

Fire Department: No issues

Fire Code Specialist: 1. Development shall meet International Fire Code (2018), Life Safety Code (2018) and the Georgia Accessibility Code and Walton County Ordinances. 2. The Code compliance shall be subject to a plan review.

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

Development Inspector: No comment received.

DOT Comments: This will not require GDOT coordination.

Archaeological Information: No comment received.

PC ACTION 4/7/2022:

1. Rezone – Z22030001 – Rezone 3.00 acres from A to A1 to create a buildable lot– Applicants/Owners: Ivan & Stefanie Childress – Property located on 2549 John Stowe Rd - Map/Parcel C1200155C00 – District 5.

Presentation: Charna Parker, Director of Walton County Planning & Development, represented the case as Ivan Childress was not present. Mr. Childress recently rezoned a large piece of property to A and would like to cut out and rezone 3.00 acres to A1 for a house.

Speaking: None

Recommendation: Brad Bettis made a motion to recommend approval as submitted with a second by Josh Ferguson. The motion carried unanimously.

Rezone Application # 222030001
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 4/7/2022 at 6:00PM held at WC Board of Comm. Meeting Room
Board of Comm Meeting Date 5/3/2022 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C120000000155c00

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Ivan + Stefanie Childress</u>	<u>Ivan + Stefanie Childress</u>
<u>128 Southview Drive</u>	<u>128 Southview Drive</u>
<u>Monroe, GA 30655</u>	<u>Monroe, GA 30655</u>
E-mail address: <u>ivanchildress100@gmail.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>770-866-0706</u>	Phone # <u>770-866-0706</u>

Location: 2549 John Stowe Rd Requested Zoning A-1 Acreage 3

Existing Use of Property: Land

Existing Structures: None

The purpose of this rezone is For Sale of 3 acres

Property Address To Be Rezoned -
2549 John Stowe Road, Monroe GA 30656

Property is serviced by the following:
Public Water: Provider: Walton County Well: _____
Public Sewer: _____ Provider: _____ Septic Tank:

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 [Signature] Date 3/2/2022 Fee Paid \$ 300.00

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 A Surrounding Zoning: North A1/R1 South R2
East A1/R1 West A

Comprehensive Land Use: Suburban **DRI Required?** Y N

Commission District: 5-Adams Watershed: _____ TMP

I hereby withdraw the above application _____ 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;

Residential

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

Improving by adding value

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

N/A

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

Increased Property Value

5. The suitability of the subject property for the zoned purposes; and

Suitable

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

26 Months

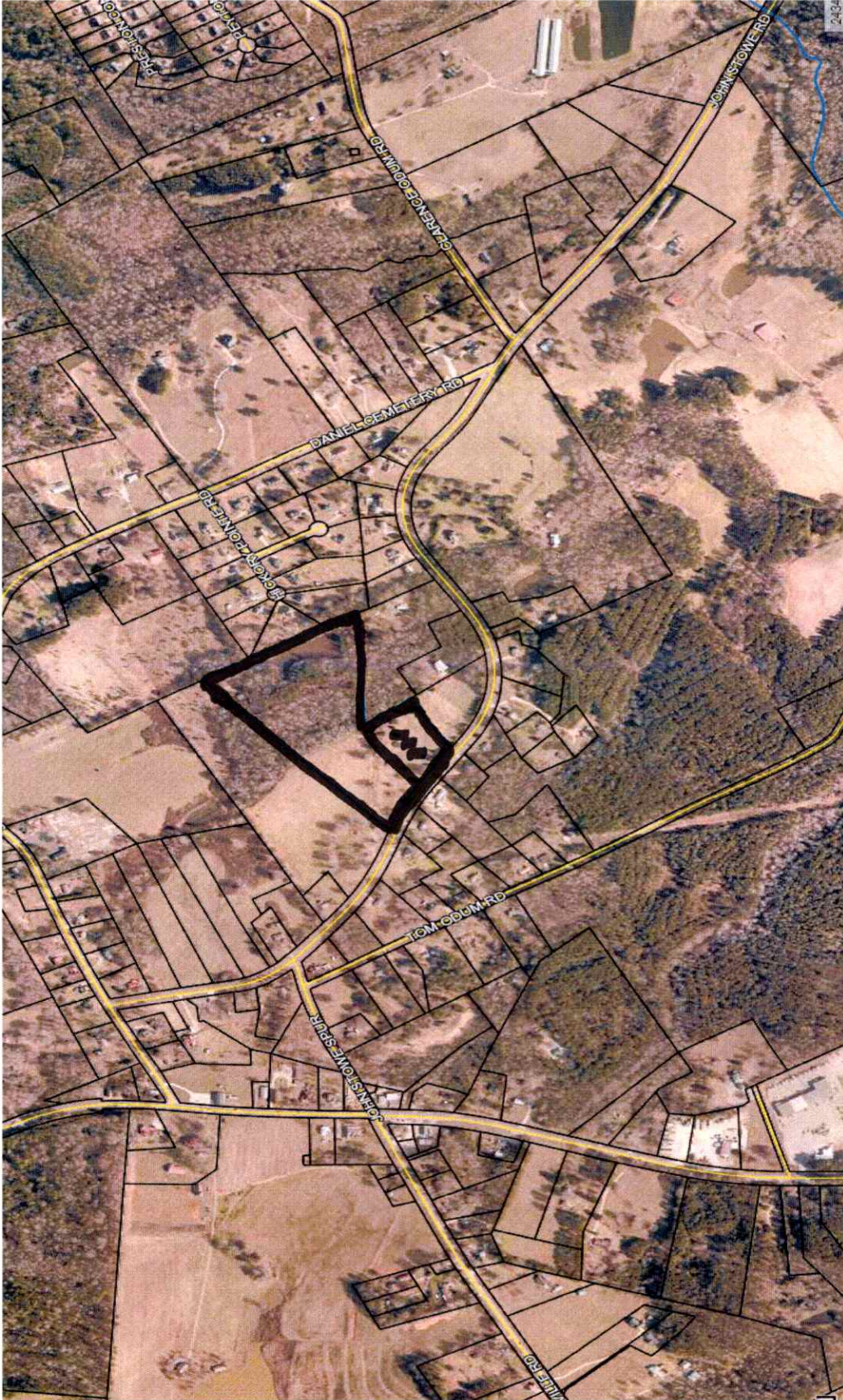
3-3-2022

The purpose of the request to rezone is for the purpose of selling 3.00 Acres.

Juan Chidress



Z22030001 – 2549 John Stowe Road



C1200155C00
 Agricultural
 Walton County
 18.56

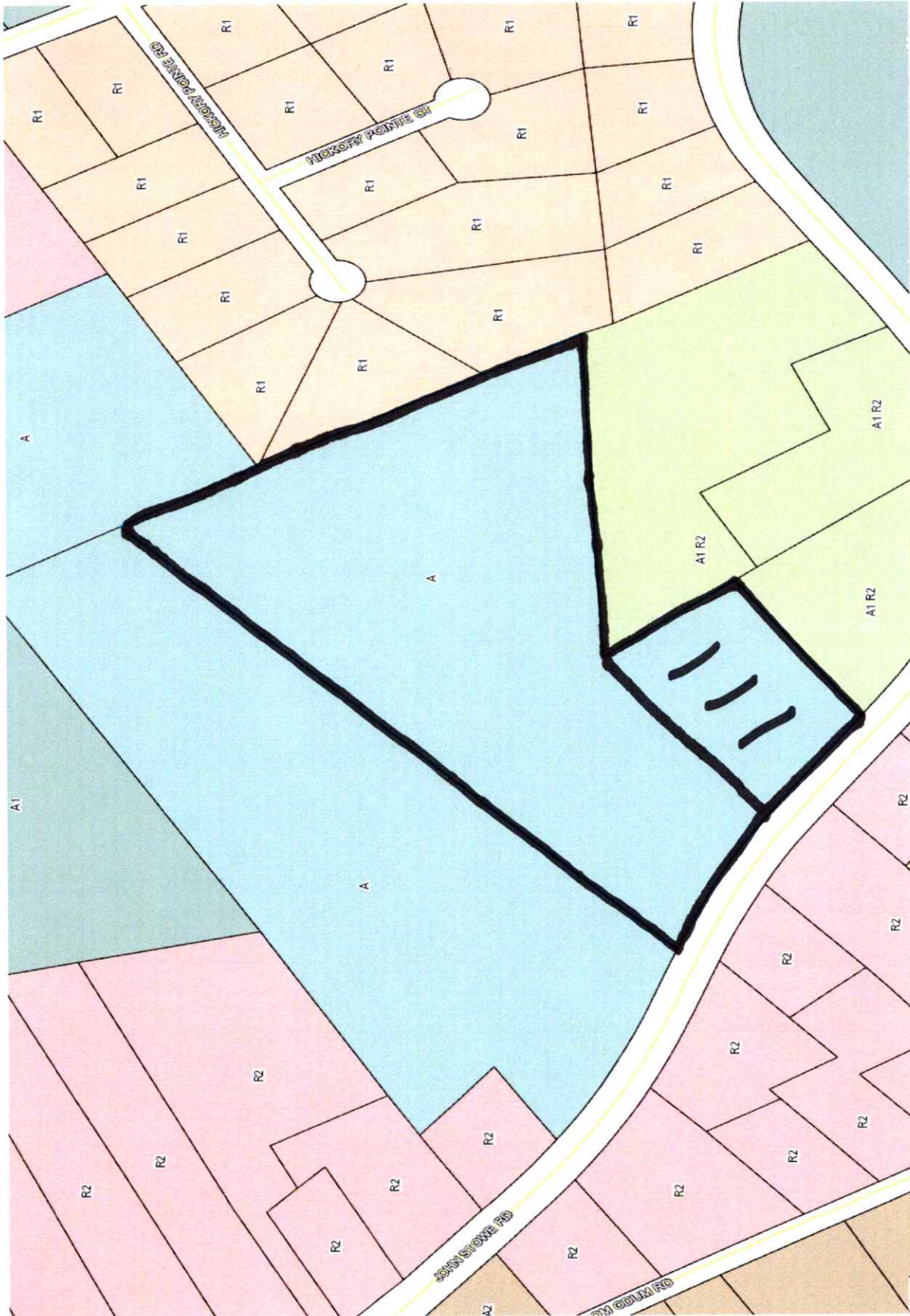
Owner
 CHILDRESS IVAN &
 CHILDRESS STEFANIE
 3600 POINTER RD
 LOGANVILLE GA 30052
 Physical Address 2549 JOHN STOWE RD

Last 2 Sales	Date	Price	Reason	Qual
	1/27/2020	0	DIG	U
	1/27/2020	\$261000	MP	U

Z22030001 – 2549 John Stowe Road



Z22030001 – 2549 John Stowe Road



AN ORDINANCE OF WALTON COUNTY, GEORGIA OA22030021

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 01/04/2022

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 03/04/2022

Errata #1 – Will remove community sewer throughout the ordinance and will rename the Walton County Water and Sewer Authority to the Walton County Water Department

Errata #2 – Amendment to Article 6 Rural Public Road Minor Subdivision to clarify “frontage” on existing county maintained road and add driveway requirement to be added to final plat.

Errata #3 – Amend Article 5 to add as permitted Slaughter House as a permitted use in “A” zoning district with supplemental regulations Article 6.

Errata #4 – Amendment to Article 2, 4 and 6 – Article 2 Definitions – Amend definition of flag lot; Article 6 Add Supplemental Regulations for Flag lots; Article 4 part 3 Section 160 – Remove wording about flag lots

Errata #5 – Add Outside Storage of Commercial Vehicles to Article 5 and Supplemental Regulations in Article 6

Errata #6 – Amendment to Specific Regulations for Residential Dwellings in A, A1, A2, R1, R2, and R3 zoning categories. And Article 6 regulations for guest houses to change roof pitch from 6:12 to 5:12.

Errata #7 – Article 4 Section 120 and 130 –Add minimum square footage for primary Residential structure in a curb and gutter platted subdivision in A1 and A2.

Errata # 8 – Repeal Article 12 Part 2 Section 130 Notice of Tree Harvesting and add new Article 12 Part 3 Timber Harvesting Operations

Adopted by the Walton County Board of Commissioners this 3rd day of May, 2022.

David G Thompson, Chairman
Walton County Board of Commissioners
Walton County, Georgia

Attest:

Rhonda Hawk, County Clerk
Board of Commissioners
Walton County, Georgia

Charles Ferguson
County Attorney
Walton County, Georgia

AN ORDINANCE OF WALTON COUNTY, GEORGIA OA22030021

Errata #1 – Will remove community sewer throughout the ordinance and will rename the Walton County Water and Sewer Authority to the Walton County Water Department

This amendment will remove “private sewer” from the Land Development Ordinance. Sewer connection to a public system is still allowed but no private sewer. This will also change the name of the Walton County Water and Sewer Authority to the Walton County Water Department throughout the Ordinance.

Errata #2 – Amendment to Article 6 Rural Public Road Minor Subdivision to clarify “frontage” on existing county maintained road and add driveway requirement to be added to final plat.

This amendment is to clarify that in the Rural Public Road Minor Subdivision the lots must have the required “frontage” on an existing county road. The previous wording of “total access” has led to confusion in regard to a person having the required frontage but accessing through an easement. This will clarify the intent of the code. We are also adding requirements that the lots must meet the driveway separation of 125’ in most cases, and that the access points and culvert size for each lot be shown on the final plat. We have added a “dual driveway” to our standard designs that can accommodate shared driveways in a more suitable way that allows each property owner to have a separate driveway with one common cut off the existing road.

Errata #3 – Amend Article 5 to add as permitted Slaughter House as a permitted use in “A” zoning district with supplemental regulations Article 6.

The department has received a request to add slaughter house as a conditional use in the A zoning with certain supplemental regulations. This request has been made due to local restaurants wanting to serve local grown meats in their establishments. Slaughter houses are allowed in the M2 zoning with supplemental regulations. The supplemental regulations for the conditional use allowed in A will be minimum 25 acres, 300 feet from the slaughterhouse to the nearest residential dwelling, front setback of 150’ from all streets, and applicant must comply with all USDA and EPD guidelines. There was discussion of setting a minimum number of animals slaughtered per year which we will leave up to the board.

Errata #4 – Amendment to Article 2, 4 and 6 – Article 2 Definitions – Amend definition of flag lot; Article 6 Add Supplemental Regulations for Flag lots; Article 4 part 3 Section 160 – Remove wording about flag lots

We previously added 5 acre or larger flag lots permitted by right in the A, A1, A2 and R1 zoning districts however we realize we may need to tighten this up a little so we are proposing to re-word the allowance for flag lots and add supplemental regulations in article 6. This basically says that in the division of property where the minimum lot width cannot be met the lot must be at least 5 acres to be approved; it goes further to state that this allowance is not intended for flag lots to be incorporated into “subdivision design” but rather the exception, it is to be utilized in situations where it is not feasible to develop internally with a street. This will still allow flag lots for lot remnants just not incorporate into development. This lots are approved at the discretion of the director and could require Board of Appeals approval if the request does not meet the intent of the code.

Errata #5 – Add Outside Storage of Commercial Vehicles to Article 5 and Supplemental Regulations in Article 6

There has been a lot of interest lately in tractor trailer and other commercial vehicle parking. This use is being added as permitted by right in B3, M1 and M2 and by conditional use in B2. We are also adding supplemental regulations for screening, setbacks, no vehicle maintenance, washing or repair, no vehicle will be allowed to sit and run idle from 7pm to 7am unless it is located in an industrial park and not adjacent to a single family dwelling. We are also adding guidelines for the lighting to prohibit the lights from shining on adjacent property.

Errata #6 – Amendment to Specific Regulations for Residential Dwellings in A, A1, A2, R1, R2, and R3 zoning categories. And Article 6 regulations for guest houses to change roof pitch from 6:12 to 5:12.

We recently changed the roof pitch on all houses to 6:12 however there has been concerns that not all homes can easily meet that pitch. We are going to look at reverting this back to the 5:12 pitch.

Errata #7 – Article 4 Section 120 and 130 –Add minimum square footage for primary Residential structure in a curb and gutter platted subdivision in A1 and A2.

This amendment will change the minimum square footage in curb and gutter subdivisions being developed in A1 and A2 from 1,400 square feet heated to 1,800 one story and 2,000 for two story. This will not affect an individual building on a lot that is not a part of a subdivision.

Errata # 8 – Repeal Article 12 Part 2 Section 130 Notice of Tree Harvesting and add new Article 12 Part 3 Timber Harvesting Operations

This amendment will repeal Article 12 Part 2 Section 130 Notice of Tree Harvesting and replace it with the state required guidelines for Tree Harvesting. This has been submitted and reviewed by the county attorney.

Recommendation: Timothy Kemp made a motion to recommend approval of all of the Erratas with a second by Brad Bettis. The motion carried unanimously.

Errata #1 will remove community sewer throughout the ordinance and will rename the Walton County Water and Sewer Authority to the Walton County Water Department

1-Article 4 Part 1 A1

Section 120 A1 E. 1.b, 2

- 1. Minimum Lot Area:
 - a. The minimum lot area shall be two (2) acres.
 - b. The minimum lot area for lots served by public or community water and public sewer shall be one (1) acre. (9-7-04)
- 2. Minimum Lot Width at Building Line: The minimum lot width at the building line shall be one hundred fifty (150) feet with public water; two hundred feet (200) with well and (100) feet with public/community water and public sewer.

2-Section 130 A2 E. 1.c and 2.c

E. Property Development Standards

- 1. Minimum Lot Area:
 - a. The minimum lot area shall be one and one half (1.5) acres where water and individual septic tank are used.
 - b. The minimum lot area shall be two (2) acres where private well and individual septic tank is used.
 - c. The minimum lot area shall be 32,670 (3/4 acre) where public or community water and public sewer are used.
- 2. Minimum Lot Width at Building Line: The minimum lot width at the building line shall be:
 - a. One hundred (100) feet where public or community water and public sewer are used; and
 - b. One hundred and fifty (150) feet where public or community water and individual septic tank are used; and
 - c. Two hundred (200) feet where private well and individual septic tank are used.

3-Section 140 R1 E. 1.a, 2

E. Property Development Standards

1. Minimum Lot Area: The minimum lot area shall be:
 - a. 21,780 square feet where public or community water and public sewer are used; and
 - b. One (1) acre where public or community water and individual septic tank are used; and
 - a. Two (2) acres where both private well and individual septic tank are used.
2. Minimum Lot Width at Building Line: The minimum lot width at the building line shall be:
 - a. One hundred (100) feet where public or community water and public sewer are used; and
 - b. One hundred and fifty (150) feet where public or community water and individual septic tank are used; and
 - c. Two hundred (200) feet where both private well and individual septic tank are used.

4-Section 150 R2 E. 1.a and 2.a

E. Property Development Standards for each duplex or single-family detached dwelling: (2-6-07)

1. Minimum Lot Area: The minimum lot area shall be:
 - a. Thirty thousand (30,000) square feet where public or community water and public sewer are used; and
 - b. One (1) acre where public or community water and individual septic tank are used; and
 - c. Two (2) acres where both private well and individual septic tank are used.
2. Minimum Lot Width at Building Line: The minimum lot width at the building line shall be:

- a. One hundred (100) feet where public or community water and **public** sewer are used; and
- b. One hundred and fifty (150) feet where public or community water and individual septic tank are used; and
- c. Two hundred (200) feet where both private well and individual septic tank are used.

5- Section 160 R3 A.

A. Purpose and Intent

The R3 Multi-Family Residential District is mainly comprised of multi-family residential buildings including zero lot line development where surrounding land uses are compatible with high density residential development or suitable transitions are provided. Appropriate areas should have adequate public facilities including community or public water and/or **public** sewer systems. Since lot requirements are reduced and density is increased, it is critical that all factors relating to drainage, topography and other environmental factors be examined carefully to ensure suitability.

6-Section 170 MHP D. 1, 4

(No new applications shall be accepted for this zoning district.)

D. Density

1. Within a Manufactured Home Park District not more than two (2) dwelling units per gross acre shall be permitted if public water and **public** sewer are available. For purposes of computation of density, areas set aside for buffer zones; greenbelts and/or recreation area may be counted within the gross acreage.
2. Manufactured Home and Mobile Home Site Requirements: Each manufactured home or mobile home shall be located on a separate lot or undivided home site, as appropriate, as follows:
3. Each site shall provide a minimum width of forty-five (45) feet at the pad location.
4. Each site shall contain a minimum of seventeen thousand (17,000) square feet if public water and sewer ~~or community water and sewer~~ are available.

7-Section 220 Town Center District N.2.c

N. Review and Approval Procedures

c. A statement from the Walton County Water ~~and Sewer Authority~~ Department and the Environmental Health Department that the water supply and wastewater treatment methods and systems proposed for the development are appropriate and adequate.

8-Part 2 Overlay Zoning Districts

Section 110 2400 Residential Overlay District E. 3

3. Density for lots serviced by public sewer systems shall be:

Section 120 OSC B.4.

For lots serviced by public Sewer:

9-Article 4 part 2 Section 140 RND Residential Neighborhood Development Overlay E,1,j

E. General Requirements

The Residential Neighborhood Development Overlay district shall satisfy the following requirements:

j. There are adequate provisions for community facilities such as water, public sewer, recreation, and open space.

Section 150 Residential Airpark Overlay District (AO) C. 5a.

For lots serviced by public Sewer:

9- Article 6 Dwelling, Multi-Family C.

C. Utilities

All complexes shall be required to tie into the public water system and public ~~or community~~ sewerage system.

10-Article 10 Part 2 Section 130

Section 130 Community or Private Water Supply Systems

Any proposed subdivision or development, which is not required to connect to public water systems under the provisions of Section 120 of this Part, may use community water supply systems, provided the systems are approved and permitted by the Environmental Protection Division of the Georgia Department of Natural Resources, and all system components, including installed fire hydrants, are inspected and found to fully comply with the design and construction standards of the Walton County Water and Sewer Authority Department or provider for public water systems. Such systems must be operated by licensed personnel until such time as Walton County accepts such systems to be connected and dedicated to the Walton County Water and Sewer Authority Department or provider.

11-Section 150 Determination of Available Capacity

The Walton County Water and Sewer Authority Department or provider or other Municipal water service provider shall be responsible for determining the adequacy of the proposed water supply and pressure.

12-Section 170 Sanitary Sewer Systems

A. Public Sewer System

When connection to a public sewer system is permitted or required by sub-section C, the developer shall install and connect to the public sewage collection system within the proposed subdivision or development, or feasible portion thereof, in accordance with the standards and specifications of the County or provider of other Municipal sewer service provider.

~~**B. Community or Private Sewer Collection Systems**~~

~~When public sewer service is not available, the subdivision shall be properly designed to accommodate the installation and proper operation of both a primary and secondary septic drain field on each lot.~~

CB. Required Sewer Connections

Connection to an operational public sewer system shall be mandatory in new subdivisions or developments which are located within the distances outlined in the following table. Distance

shall be measured from the nearest point on the property to an operational sanitary sewer located in the same or adjacent drainage basin.

REQUIRED SEWER CONNECTION DISTANCES

Development Type	Distance from Sewer Main
Non-Subdivision Developments	500 feet
Subdivisions:	
under 25 lots/units	500 feet
25 to 50 lots/units	1,000 feet
51 to 75 lots/units	1,500 feet
76 to 100 lots/units	2,000 feet
over 100 lots/units	2,500 feet

DC. System Design and Placement

Prior to issuance of a building permit, the developer shall coordinate the design and placement of sewer infrastructure with the Walton County Water **and Sewer Authority** Department or provider.

ED. On-Site Septic Systems

When an individual septic system is proposed for each lot within a subdivision, the developer shall provide appropriate soil survey data and information in compliance with the regulations of the Walton County Health Department. Each lot shall have suitable soils and sufficient area to accommodate the installation and proper operation of both a primary and secondary (replacement) septic drain field. A separate permit must be obtained from the Walton County Health Department, for each individual lot located within any development.

Errata #2 Amendment to Article 6 Rural Public Road Minor Subdivision to clarify “frontage” on existing county maintained road and add driveway requirement to be added to final plat.

Rural Public Road Minor Subdivision (2)

A. Purpose and Intent

The purpose of the Rural Public Road Minor Subdivision development is to authorize, subject to certain standards development of lots *which have ~~total access from~~ required frontage on an existing county maintained road*. This development is only available in the A1 Rural Estate, A2 Rural Estate and R1 Residential Zoning Districts.

E. Property Development Standards

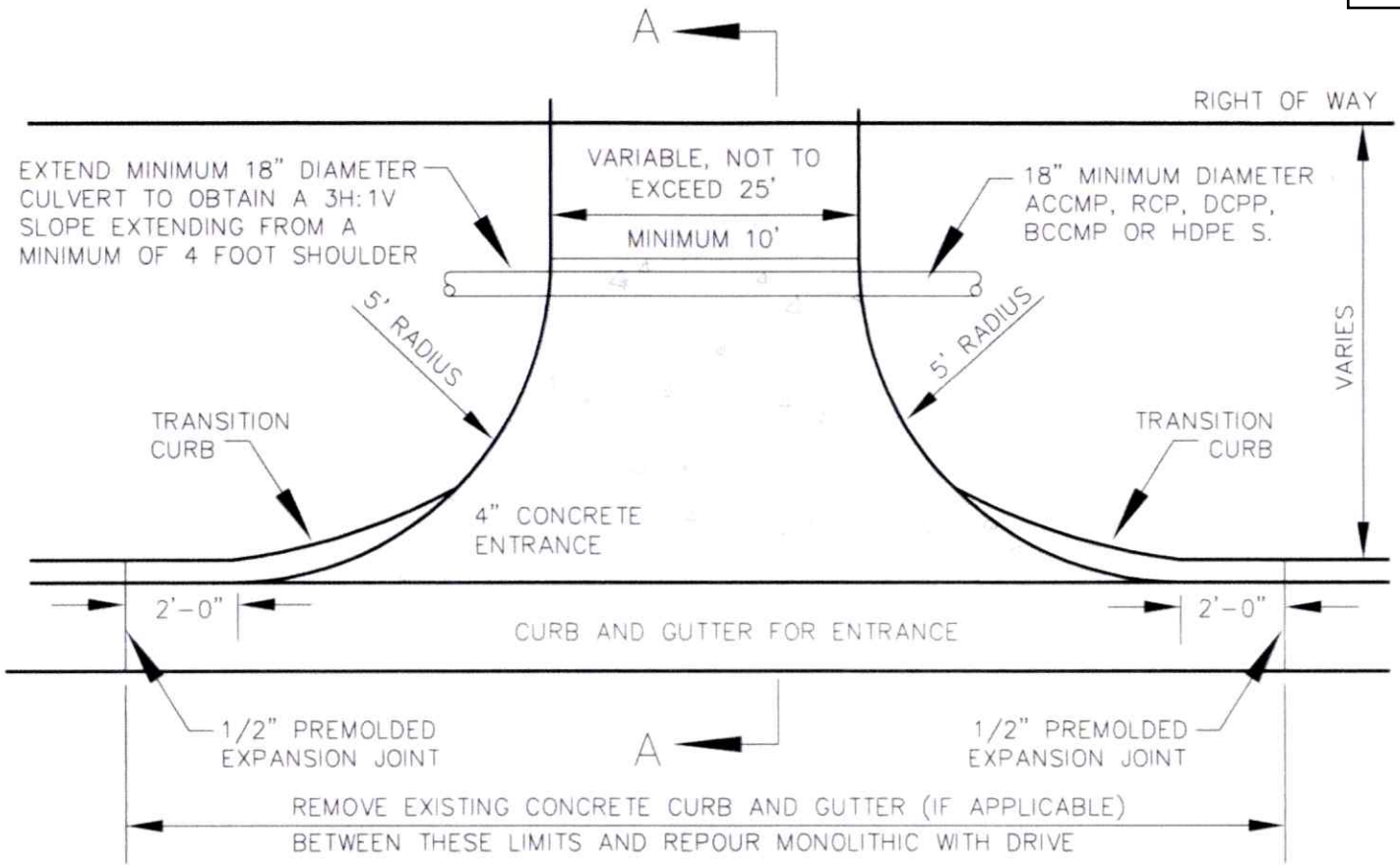
Property development standards shall be as permitted under the underlying zoning district with the following exceptions:

- 1. Minimum Lot Area: 2 acres
- 2. Minimum Lot Width at Building Line: The minimum lot width at the minimum required building line shall be:
 - a. Two hundred (200) feet where both private well and individual septic tank are used. One hundred fifty *(150) feet* where public or community water and individual septic tank are used

3. Driveway separation must comply with Article 9, Section 110.D.4

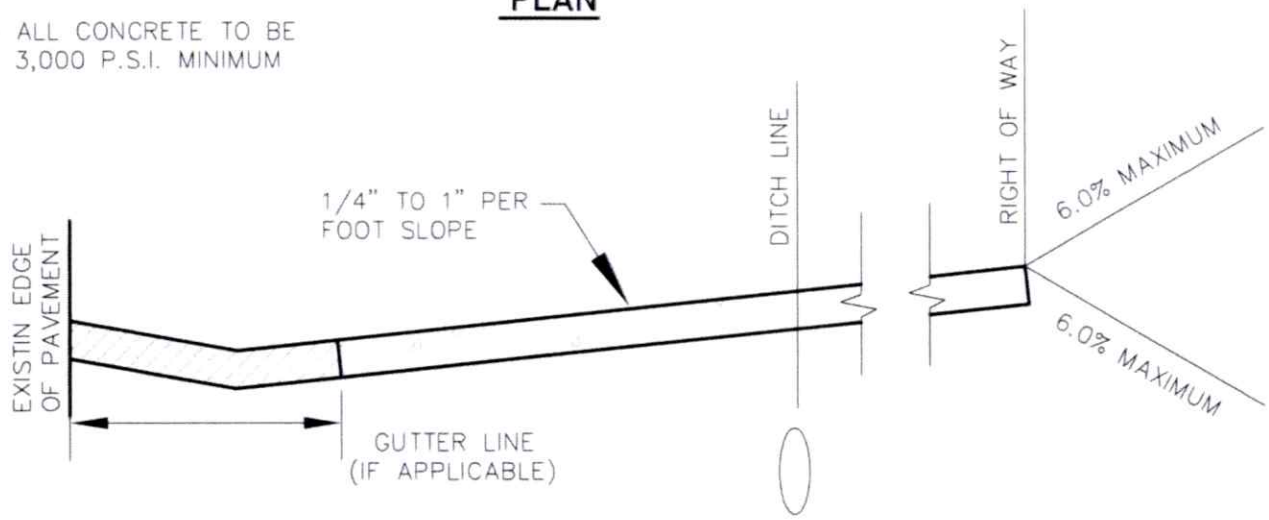
a. All driveway access points and culvert pipe size for each lot must be shown on the final plat and approved by the department.

b. Dual driveways may be required at the discretion of the director. (See standard design detail 3.16B)



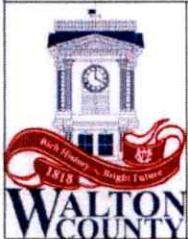
PLAN

NOTE: ALL CONCRETE TO BE 3,000 P.S.I. MINIMUM



SECTION A-A

NOTE: INSTALL MINIMUM 18" DIAMETER CULVERT AT LOW POINT OF DRIVEWAY, AS REQUIRED BY WALTON COUNTY.



**WALTON COUNTY
GEORGIA**

**STANDARD DESIGN AND
CONSTRUCTION DETAILS**

**RESIDENTIAL
DRIVEWAY - CURB & GUTTER**

3.16

Errata # 3 Amend Article 5 to add as permitted Slaughter House as a permitted use in “A” zoning district with supplemental regulations in Article 6

Permitted Uses:

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
311611	Slaughterhouse	Yes	<u>C</u>														P

Slaughterhouse

Allowed by Conditional Use in A and add separate supplemental regulations for slaughterhouses located in “A” and M2 as follows:

M2 Supplemental Regulations:

- A. The front yard setback shall be seventy-five (75) feet from all street right-of-way lines.
- B. The slaughterhouse shall comply with the wholesale and industrial off-street loading and unloading space as required by this Ordinance.
- C. The applicant shall comply with off-street automobile parking requirements contained in this Ordinance for wholesale business.
- D. There shall be a minimum distance of one thousand feet from the slaughterhouse to the nearest residential dwelling.
- E. The applicant shall comply with all site plan requirements as required by this Ordinance **as well as USDA and EPD regulations.**

“A” Conditional use Supplemental Regulations:

- A. Property size shall be minimum 25 acres.**
- B. There shall be a minimum distance of 300 feet from the slaughterhouse to the nearest residential dwelling.**
- C. The front yard setback shall be 150’ feet from all street right-of-way lines.’**
- D. ~~There shall be a minimum 5,000 animal slaughtered per year.~~**
- E. The applicant shall comply with all site plan requirements as required by this Ordinance as well as USDA and EPD regulations.**

FOR REFERENCE

Definitions:

FARMING, COMMERCIAL: Any primary use of a tract or parcel of land for the purpose of raising commercial agriculture products, nursery stock, including, but not limited to, soil crops, fish, fowl, timber or livestock, regardless of the quantity or value of production. See also **ANIMAL FEEDING OPERATION, SLAUGHTERHOUSES** and **GREENHOUSE, NURSERY AND FLORICULTURE PRODUCTION.**

SLAUGHTERHOUSES: Establishments primarily engaged in slaughtering animals and may include the preparation of meats.

Permitted Uses:

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2	
311611	Slaughterhouse	Yes	C															P
	Farming, General	Yes	P															

Supplemental Regulations:

Farming, General (1)

No building or structure containing livestock, manure, or other odor-producing substances shall be located within 200 feet of an existing dwelling or within 100 feet of a property line or 50 feet from a street right-of-way line.

Errata #4 Amendment to Article 2, 4 and 6

Article 2 Definitions-Amend definition of flag lot

FLAG LOT (or PANHANDLE LOT): A prohibited lot not meeting minimum frontage requirements and where access to the lot from a public road is achieved by a narrow strip of land. For exceptions see Article 6 Flag Lots.

Article 6 Add supplemental Regulations for Flag lots

Flag Lots

In A, A1, A2 and R1 zoning districts, if a division of property creates a situation where the minimum lot width cannot be obtained, a lot of 5-acres or more will be required. The front setback will be established by the approved recorded plat and the side and rear setbacks will be per the underlying zoning.

This allowance is not intended for “flag lots” to be incorporated into subdivision design but rather the exception; it is to be utilized in situations where it is not feasible to develop internally when the minimum required road frontage is not available. Lot splits shall be reviewed and approved at the discretion of the development director.

Article 4 part 3 Section 160 Remove wording about flag lots

Section 160 Minimum Lot Size and Maximum Lot Coverage

Item 4.3.

1. Facility - Public Sewer and Public Water

Land Development District and Type of Dwelling	Minimum Lot Area (Square Feet)*	Minimum Lot Size per Dwelling Unit (Square Feet)**	Minimum Lot Width (Feet)***	Maximum Impervious Surface (%)
A Agricultural	5 ac	5 ac	300	15
A1 Single-Family	43,560 (1 ac)	43,560 (1 ac)	100	15
A2 Single-Family	32,670 (3/4 ac)	32,670 (3/4 ac)	100	15
R1 Single-Family	21,780	21,780 (7-6-04)	100	40
R2 Two-Family	30,000	15,000	100	40
R3 Multi-Family	10 ac.	1/6 acre	150	40
MHP Per Unit	20 ac.	17,000.	100	25
O-I	15,000	NA	100	75
B1	15,000	NA	100	75
B2	15,000	NA	100	75
B3	15,000	NA	100	75
M1	15,000	NA	100	75
M2	15,000	NA	100	75

2. Facility - Public Sewer and Well

Land Development District and Type of Dwelling	Minimum Lot Area (Square Feet)*	Minimum Lot Size per Dwelling Unit (Square Feet)**	Minimum Lot Width (Feet)***	Maximum Impervious Surface (%)
A Agricultural	5 ac	5 ac	300	15
A1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	150	15
A2 Single-Family	87,120 (2 ac)	87,120 (2 ac)	150	15
R1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	150	40
R2 Two-Family	87,120 (2 ac)	43,560 (1 ac)	150	40
R3 Multi-Family	NA	NA	NA	NA
MHP	87,120 (2 ac)	87,120 (2 ac)	100	25
O-I	25,500	NA	100	75
B1	25,500	NA	100	75
B2	25,500	NA	100	75
B3	25,500	NA	100	75
M1	25,500	NA	100	75
M2	25,500	NA	100	75

**See district for restrictions on subdivisions.

*** The minimum lot width shall be measured at the minimum required front setback. For lots located on cul-de-sacs or eyebrows, the minimum lot width at the minimum required front setback line shall not be not less than fifty (50) feet. The minimum road frontage for all lots shall be forty (40) feet. (5-2-06)

***Lots 5 acres or larger shall be allowed in the A, A1, A2 and R1 zoning districts with a minimum 40' frontage on an existing county road. The required front, side and rear yard setbacks will be measured at the point where the lot widens into the buildable area.**

3. Facility – Septic Tank and Public Water

Land Development District and Type of Dwelling	Minimum Lot Area (Square Feet)*	Minimum Lot Size per Dwelling Unit (Square Feet)**	Minimum Lot Width (Feet)***	Maximum Impervious Surface (%)
A Agricultural	5 ac	5 ac	300	15
A1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	150	15
A2 Single-Family	65,340 (1.5 ac)	65,340 (1.5 ac)	150	15
R1 Single-Family	43,560 (1 ac)	43,560 (1 ac)	150	40
R2 Two-Family	43,560 (1 ac)	21,780 (0.5)	150	40
R3 Multi-Family	NA	NA	NA	NA
MHP	43,560 (1 ac)	43,560 (1 ac)	150	25
O-I	25,500	25,500	100	75
B1	25,500	25,500	100	75
B2	25,500	25,500	100	75
B3	25,500	25,500	100	75
M1	25,500	25,500	100	75
M2	25,500	25,500	100	75

4. Facility - Septic Tank and Well

Land Development District and Type of Dwelling	Minimum Lot Area (Square Feet)*	Minimum Lot Size per Dwelling Unit (Square Feet)**	Minimum Lot Width (Feet)***	Maximum Impervious Surface (%)
A Agricultural	5 ac	5 ac	300	15
A1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	200	15
A2 Single-Family	87,120 (2 ac)	87,120 (2 ac)	200	15
R1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	200	40
R2 Two-Family	87,120 (2 ac)	43,560 (1 ac)	200	40
R3 Multi-Family	NA	NA	NA	NA
MHP	87,120 (2 ac)	87,120 (2 ac)	200	25
O-I	25,500	25,500	100	75
B1	25,500	25,500	100	75
B2	25,500	25,500	100	75
B3	25,500	25,500	100	75
M1	25,500	25,500	100	75
M2	25,500	25,500	100	75

**See district for restrictions on subdivisions.

*** The minimum lot width shall be measured at the minimum required front setback.

For lots located on cul-de-sacs or eyebrows, the minimum lot width at the minimum required front setback line shall not be not less than fifty (50) feet. The minimum road frontage for all lots shall be forty (40) feet. (5-2-06)

***Lots 5 acres or larger shall be allowed in the A, A1, A2 and R1 zoning districts with a minimum 40' frontage on an existing county road. The required front, side and rear yard setbacks will be measured at the point where the lot widens into the buildable area.**

Errata #5 Add Outside Storage of Commercial Vehicles to Article 5 and supplemental Regulations in Article 6

Permitted Uses:

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
	Outside Storage of Commercial Vehicles	Yes										C	P			P	P

Article 6

Outside Storage of Commercial Vehicles

Outside storage. (Conditional use in B2, allowed by right in B3, M1 and M2) Open storage of Operational recreational vehicles and dry storage of pleasure boats of the type customarily maintained by private individuals for their personal use, truck and/or trailers, antique cars and other vehicles shall be permitted provided the following conditions are met.

- (1) The area so designated shall be clearly delineated upon the site plan submitted for approval by the county.
- (2) The storage area shall be entirely screened from view from adjacent residential properties and public streets by a building or by the installation of an eight-foot high opaque wall or fence.
- (3) Vehicles shall not be stored within the area set aside for minimum building setbacks.
- (4) No vehicle maintenance, washing, or repair shall be permitted on site. Pleasure boats stored on site shall be stored upon wheeled trailers. No dry stacking of boats shall be permitted on site.
- (5) No vehicle shall be allowed to sit and run idle from 7:00pm to 7:00am unless located in an industrial park and not adjacent to any single family dwelling.

- (6) Outdoor lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:
- a. Parking areas abutting residential uses shall only use cut-off luminaire fixtures mounted in such a manner that its cone of light does not cross any property line of the site.
 - b. Only incandescent, fluorescent, metal halide, or color corrected high-pressure sodium may be used. The same type of lighting must be used for the same or similar types of lighting on any one site.
 - c. Illumination shall be designed to restrict glare and shall be directed internally so as to minimize impact on adjoining properties.

Errata #6 Article 4 Amendment to Specific Regulations for Residential Dwellings in A, A1, A2, R1, R2, and R3 zoning categories. And Article 6 regulations for guest houses to change roof pitch from 6:12 to 5:12

Article 4 Sections 110, 120, 130, 140 Specific Regulations for Residential Units: Units shall have the following additional requirements:

- b. A minimum roof pitch of ~~6:5~~ 5:12, which means having a pitch equal to at least ~~six-five~~ (5 inches of vertical height for every twelve (12) inches of horizontal run. Any dwelling unit for which a building permit was obtained prior to the adoption of this Ordinance may be extended, enlarged or repaired as otherwise provided by this Ordinance with the same roof pitch as that allowed by the previous building permit.

Article 6

Guest House, Caretaker House (2)

Guest Houses are allowed by right in the A, A1, A2 and R-1 properties that are one-acre in size or larger.

Guest houses are an accessory use to the primary residence.

Caretaker Houses are allowed by right in the B-2, B-3, TC, MUBP, M-1 and M-2 zonings.

9-1-2020

D. Specific Regulations for Residential Units- Units shall have the following additional requirements: (7-6-2021)

- a. A minimum roof pitch of ~~6:5~~ 5:12, which means having a pitch equal to at least ~~six-five~~ (5 inches of vertical height for every twelve (12) inches of horizontal run. Any dwelling unit for which a building permit was obtained prior to the adoption of this Ordinance may be extended, enlarged or repaired as otherwise provided by this Ordinance with the same roof pitch as that allowed by the previous building permit.

Errata #7 Article 4 Section 120 and 130

Add minimum square footage for primary residential structure in a curb and gutter platted subdivision in A1 and A2.

Section 120 Rural Estate District (A1)

A. Purpose and Intent

The A1 Rural Estate District is intended to preserve the rural character of the area. This area is characterized by large acreage tracts devoted to agricultural uses and sparsely populated residential areas. For this reason this district may also serve as a buffer zone between the major agricultural uses and intensive land development districts.

E. Property Development Standards

1. Minimum Lot Area:

- a. The minimum lot area shall be two (2) acres.
- b. The minimum lot area for lots served by public or community water and sewer shall be one (1) acre. (9-7-04)

2. Minimum Lot Width at Building Line: The minimum lot width at the building line shall be one hundred fifty (150) feet with public water; two hundred feet (200) with well and 100 feet with public/community water and sewer.

3. Minimum Yard Requirements:

- a. Front: Fifty (50) feet.
- b. Side: Fifteen (15) feet.
- c. Rear: Forty (40) feet.

4. Minimum House Size: The minimum floor area of the primary dwelling shall be one thousand four hundred (1,400) square feet.

a. Minimum floor area of the primary dwelling in a platted A1 Subdivision with curb and gutter shall be 1,800 for 1-story and 2,000 for 2-story.

Section 130 Rural Estate District (A2)

A. Purpose and Intent

The A2 Rural Estate District is composed of areas having primarily a rural character, which will generally be maintained for some length of time. These areas are characterized by large acreage tracts devoted to agricultural uses and sparsely populated residential areas. For this reason they are intended to be used as a buffer zone between the major agricultural uses and intensive land development districts.

The conditions and regulations listed below apply to A2, except where noted.

E. Property Development Standards

1. Minimum Lot Area:

- a. The minimum lot area shall be one and one half (1.5) acres where water and individual septic tank are used.
- b. The minimum lot area shall be two (2) acres where private well and individual septic tank are used.
- c. The minimum lot area shall be 32,670 (3/4 acre) where public or community water and sewer are used. (9-7-04)

2. Minimum Lot Width at Building Line: The minimum lot width at the building line shall be:

- a. One hundred (100) feet where public or community water and sewer are used; and
- b. One hundred and fifty (150) feet where public or community water and individual septic tank are used; and
- c. Two hundred (200) feet where private well and individual septic tank are used.

3. Minimum Yard Requirements

- a. Front: Fifty (50) feet.
- b. Side: Fifteen (15) feet.
- c. Rear: Forty (40) feet.

4. Minimum House Size: The minimum floor area of the primary dwelling shall be one thousand four hundred (1,400) square feet.

a. Minimum floor area of the primary dwelling in a platted A2 Subdivision with curb and gutter shall be 1,800 for 1-story and 2,000 for 2-story.

Errata #8 Repeal Article 12 Part2 Section 130 Notice of Tree Harvesting and add new Article 12 Part 3 Timber Harvesting Operations

Article 12 Buffers, Landscaping, and Tree Protection

Part 2 Trees and Landscaping

~~Section 130 — Notice of Tree Harvesting Required~~

- ~~A. All persons or firms harvesting standing timber in any unincorporated area of Walton County for delivery as pulpwood, logs, poles, posts, or wood ships to any wood yard or processing plant located inside or outside this state shall provide notice of such harvesting operations to the Department prior to cutting any such timber if possible, but in no event later than 24 hours after entering onto the property. Further, such persons shall give notice of cessation of cutting within 24 hours after the job is completed.~~
- ~~B. Prior written notice shall be required of any person or firm harvesting such timber for each separate tract to be harvested thereby, shall be on forms provided by the GFC (Georgia Forestry Commission) Director and shall consist of:~~
- ~~1. A map of the area which identifies the location of the tract to be harvested and, as to those trucks which will be traveling to and from such tract for purposes of picking up and hauling loads of cut forest products, the main point of ingress to such tract from a public road and, if different, the main point of egress from such tract to a public road.~~
 - ~~2. A statement as to whether the timber will be removed pursuant to a lump sum sale, per unit sale, or owner harvest for purposes of ad valorem taxation under Code Section 48-5-7.5, O.C.G.A.~~
 - ~~3. The name, address and daytime telephone number of the timber seller is pursuant to a lump sum or per unit sale or of the timber owner if the harvest is an owner harvest and~~
 - ~~4. The name, business address, business telephone number and nighttime or emergency telephone number of the person or firm harvesting such timber.~~
 - ~~5. Notice may be submitted in person, by transmission of an electronic record via telefacsimile or by mail or email.~~

- ~~C. Prior to the issuance of said notice, the Department shall require surety in the amount of \$1,000.00. Said surety shall remain on deposit with the Department until the individual or business harvesting the timber shall indicate that all operations are complete in Walton County and request a refund of said surety. However, if upon inspection by Walton County, it is determined that repair work must be done, the harvester shall be given ten (10) working days to complete said work. If the harvesting entity has not made the necessary repairs, then repairs shall be made by the Department and the cost of such repairs deducted from the surety prior to refund.~~
- ~~D. Any subsequent change in the facts required to be provided for purposes of such notice shall be reported to the Department within three business days after such change.~~
- ~~E. Timber harvest on properties outside the A, A1 and A2 Zoning District shall be Select Harvest ONLY. Clear cuts are not to be allowed.~~
- ~~F. Violation of the notice requirements of any ordinance or resolution adopted pursuant to this Code section shall be punishable by a fine of \$500.00.~~

Part 3 Timber Harvesting Operations

An Ordinance to govern timber harvesting operations in the unincorporated portions of Walton County.

WHEREAS, timber harvesting operations occur in the unincorporated portions of Walton County on a recurring basis; and

WHEREAS, timber harvesting is an important component of the local economy in Walton County, providing revenue to landowners, business opportunities, and jobs for local residents; it is the intent of the Board of Commissioners of Walton County to facilitate this industry while at the same time protecting county infrastructure and the safety of the community; and

WHEREAS, timber harvesting in many instances requires the use of county-maintained roads in order to transport the product to market; and

WHEREAS, it is in the public interest to protect the county road system from damage caused by timber harvesting operations to the extent allowed by state law; and

WHEREAS, O.C.G.A. §12-6-24 authorizes and establishes the terms and conditions under which this Ordinance may be adopted and enforced; and

WHEREAS, it is the intent of the Board of Commissioners of Walton County to preserve and exercise where appropriate all powers and authority granted to it under state law, including but not limited to O.C.G.A. §32-4-42 and O.C.G.A. §40-6-371, that are not in conflict with O.C.G.A. §12-6-24, in order to protect the health, safety and welfare of the community.

NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AS FOLLOWS:

1.

Section 110. Title. This ordinance shall be known as the Walton County Timber Harvesting Ordinance.

Section 120 Notice Required. All persons or firms harvesting standing timber in any unincorporated area of Walton County for delivery as pulpwood, logs, poles, posts, or wood chips to any woodyard or processing plant located inside or outside this state shall provide Notice of such harvesting operations to the Board of Commissioners of Walton County or the designated agent thereof prior to entering onto the property if possible, but in no event later than 24 hours after entering onto the property. Further, such persons shall give Notice of cessation of cutting within 24 hours after the job is completed.

Section 130 Form of Notice. The Notice of harvesting operations required by this Ordinance shall be provided for each separate tract to be harvested. Such Notice shall be made in such form as prescribed by rule or regulation of the Director of the Georgia Forestry Commission, and shall include the following information:

(a) A map of the area which identifies the location of the tract to be harvested and, as to those trucks which will be traveling to and from such tract for purposes of picking up and hauling loads of cut forest products, the main point of ingress to such tract from a public road and, if different, the main point of egress from such tract to a public road. If multiple points of ingress and/or egress will be used, all such points shall be identified;

(b) A statement as to whether the timber will be removed pursuant to a lump sum sale, per unit sale, or owner harvest for purposes of ad valorem taxation under O.C.G.A. §48-5-7.5;

(c) The name, address, and daytime telephone number of the timber seller if the harvest is pursuant to a lump sum or per unit sale or of the timber owner if the harvest is an owner harvest; and

(d) The name, business address, business telephone number, and nighttime or emergency telephone number of the person or firm harvesting such timber.

Section 140 Submission of Notice. Subject to the provisions of Section 1-06 of this Ordinance, the Notice required by this Ordinance may be submitted in person, by transmission of an electronic record via telefacsimile or e-mail, or by mail.

Section 150. Permissive Online Notice After Certain Date. Subject to the provisions of Section 1-06 of this Ordinance, upon notification published by the Director of the Georgia Forestry Commission that a state-wide notification website or platform is available for public use, persons or firms wishing to utilize said website or platform to provide the Notice required by this Ordinance may do so at their option, and Walton County will accept notifications submitted in this manner.

Section 160 Mandatory Online Notice After Certain Date. On and after a date specified and published by the Director of the Georgia Forestry Commission, use of the state-wide notification website or platform shall be mandatory and shall be the sole means of providing the Notice required by this Ordinance; on and after said date submission of the Notice by any of the means listed in Section 1-04 above shall cease and will no longer be deemed acceptable or in compliance with this Ordinance.

Section 170 Surety Required. The Notice required by this Ordinance shall not be or remain effective unless and until the person or firm providing such Notice has delivered

to the Board of Commissioners of Walton County or its designated agent a valid surety bond, executed by a surety corporation authorized to transact business in this state, protecting Walton County against any damage caused by such person or firm in the amount of \$5,000.00; provided, however, that at the option of the person or firm harvesting timber a valid irrevocable letter of credit issued by a bank or savings and loan association, as defined in O.C.G.A. §7-1-4, in the amount of \$5,000.00 may be provided in lieu of a surety bond. Such bonds or letters of credit shall be subject to the conditions set forth in Sections 1-08 and 1-09 of this Ordinance. No more than one bond or letter of credit shall be required from each person or firm harvesting timber, regardless of the number of tracts harvested in the county for so long as the bond or letter of credit remains in effect. The bond or letter of credit required herein shall be valid only for the calendar year in which it was delivered.

Section 180 Purpose of Surety; Right of County to Call Bond. The bond or letter of credit required by Section 1-07 of this Ordinance shall protect Walton County against any damage requiring re-ditching or repair of existing ditch structures or the removal of any harvesting residue, including tree tops, debris, logs, pulpwood and other materials, placed in or around the county's rights of way caused by such person or firm tendering the bond or letter of credit. The proceeds of such bond or letter of credit shall be available to reimburse the county for any cost incurred to repair such damages or remove such debris in or around the county's rights of way. The proceeds of such bond or letter of credit shall also be available to reimburse the county for any costs incurred to maintain or repair county roads damaged by the ingress or egress of motor vehicles engaged in the harvest operations located within 500 feet of any point of ingress or egress of the timber harvesting operation. The right of Walton County to call such bond or letter of credit in accordance with the provisions of Section 1-09 of this Ordinance shall be in addition to any other remedies available to the county at law or in equity for damage to county roads or rights of way.

Section 190 Damage; Claim on Surety. When damage results from a person or firm's harvesting activities, the Board of Commissioners of Walton County shall make and provide a written claim to the person or firm causing the damage within 30 business days after the Board of Commissioners becomes aware of the damage. Such claim may be given in person, by telefacsimile, email or mail. The claim shall describe the damage in detail and, in compliance with Section 1-10 (a) of this Ordinance, give the person or firm the opportunity to repair such damage within 30 days of the notification; provided, however, the County shall be authorized to repair the damage immediately if the Board of Commissioners or its designee determines the conditions present a threat to public safety, health or welfare and, upon making such repairs, shall present to the person or firm and the issuer of the applicable bond or letter of credit an itemized list of expenses incurred as a claim against the responsible party and the issuer of its bond or letter of credit. Upon the issuance of a claim as provided in this Section the Board of Commissioners of Walton County or its designee shall notify the issuer of the bond or letter of credit that a claim has been made and will be resolved or adjudicated according to the terms of this Ordinance.

Section 200 Response; Repair of Damage or Appeal of Claim. Within 30 days of receipt of the written claim described in Section 1-09, the person or firm against whom the claim is submitted may:

(a) Repair such damage at his or its own expense with the approval and supervision of the Board of Commissioners of Walton County or its designee. When repairs are completed to the satisfaction of the Board of Commissioners or its designee, the Board of Commissioners or its designee shall provide a written notification of satisfactory completion within five business days to the responsible person or firm and to the surety issuing the bond or the bank issuing the letter of credit, thereby terminating the claim.

(b) In the event of inclement weather or other factors preventing repair of the damage, request a 30 day extension to repair the damage from the Board of Commissioners of Walton County, provided that no extensions shall exceed 90 days from the date the claim was tendered. Approval of any extension shall be at the discretion of the Board of Commissioners of Walton County or its designee.

(c) Appeal the claim to the Magistrate Court of Walton County. Any such appeal must name the issuer of the bond or letter of credit as a party, who shall be served with all pleadings in the action and shall have the right to appear. The Magistrate Court will hear evidence and arguments within 30 days of the written appeal and issue a ruling within ten days of such hearing. Any such appeal shall toll the 30 day period, or any extension thereof, required by Section 1-09 of this Ordinance. If the Magistrate Court rules in favor of the person or firm against whom the claim was made, the county shall have no right to recover any proceeds of the bond or letter of credit, and judgment shall be entered against the county. If the Magistrate Court rules in favor of the county the court shall determine the amount of damages to which the county is entitled to recover and enter judgment accordingly; the Board of Commissioners of Walton County shall be authorized to call the bond or letter of credit and recover from the proceeds thereof an amount equal to the judgment entered by the court, up to the total amount of the bond or letter of credit. The portion of any judgment entered in favor of the county that exceeds the amount of the bond or letter of credit shall be subject to collection by any additional remedies at law or equity.

(d) In the event the person or firm against whom the claim has been submitted fails to take any of the actions allowed under subsections (a), (b) or (c) of this Section within the time required therein, such person or firm shall be deemed to have waived any and all rights to contest the call of the bond or letter of credit.

Section 210 Harvesting Operation Beyond Calendar Year. If the person or firm tendering a bond or letter of credit pursuant to the requirements of this Ordinance continues its timber harvesting operation beyond the calendar year in which the bond or letter of credit was issued, the person or firm continuing the timber harvesting operation shall tender a new bond or letter of credit within five (5) business days after the first day of the new calendar year.

Section 220 Revocation of Surety. In the event a bond or letter of credit tendered pursuant to the requirements of this Ordinance is revoked by the surety or bank, then a valid replacement bond or letter of credit must be delivered to the Board of Commissioners of Walton County within five business days after the date of revocation in order for timber harvesting operations to continue. In addition, if the person or firm tendering the bond or letter of credit caused its revocation, the amount of the bond or letter of credit required shall be increased to \$7,500 after the first revocation, and \$10,000 after a second revocation caused by the person or firm tendering the bond or letter of credit. The maximum amount of the bond or letter of credit shall not exceed \$10,000.

Section 230 Duration and Change of Operation. Submission of the Notice required by this Ordinance shall authorize the person or firm submitting same to undertake the timber harvesting operation described in the Notice and shall remain in effect until such time as the person or firm gives Notice that the harvesting operation is complete; provided, however, that any change in the facts required to be provided for purposes of such Notice, including but not limited to a change in the scope or extent of the operation, must be reported to the Board of Commissioners of Walton County within three business days after such change.

Section 240 Operation Without Providing Notice; Fine. Any person or firm that engages in a timber harvesting operation in the unincorporated portion of Walton County without complying with the Notice requirements of this Ordinance shall be subject to a citation and trial, and upon conviction shall be fined in an amount not to exceed \$1,500.00 for each violation.

Section 250 Zoning Requirements. This Ordinance applies to activities which qualify as forestry land management practices or agricultural operations under O.C.G.A. §12-7-17 (5) and (6) on land that is zoned for or used for forestry, silvicultural or agricultural purposes. It shall not authorize land disturbing activities incidental to development in conflict with the limitations set forth in O.C.G.A. §12-7-17 (6).

Section 260 No Fee for Notice; No Other Permit Required. Consistent with O.C.G.A. §12-6-24:

(a) no fee shall be charged to provide and submit the Notice required by this Ordinance; and

(b) no permit, including a driveway permit, shall be required of the person or firm engaged in a timber harvesting operation as defined by said Code section. Persons and firms providing the Notice required by this Ordinance may be asked to consult with county officials responsible for roads and public works for the purpose of minimizing damage to the county's roads, rights of way and infrastructure, and are urged to follow recommendations from county officials. Notwithstanding the forgoing, the person or firm conducting the timber harvest operation bears ultimate responsibility for their actions, and nothing in this Ordinance shall preclude the Board of Commissioners of Walton

County from taking any and all legal action necessary to protect its property and the health, safety and welfare of its citizens.

2.

Except as specified hereinabove, all remaining portions of the Code of Walton County, Georgia shall continue in full force and effect, and shall remain unaffected by this amendment.

3.

It is the express intent of the Walton County Board of Commissioners that this Ordinance be consistent with both federal and state law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

4.

All Ordinances and provisions of the Code of Walton County, Georgia which conflict with any part of this Ordinance are hereby repealed, including but not limited to Article 12, Part 2, Section 130 of the Walton County Land Development Ordinance and Subdivision Regulations.

5.

This Ordinance shall become effective immediately upon passage.

SO ORDAINED this _____ day of _____, 2022.

David G. Thompson, Chairman
Walton County Board of Commissioners

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

[COUNTY SEAL]

**WALTON COUNTY, GEORGIA
RESOLUTION NUMBER ____**

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

A Resolution Approving Placement of
Daughters of the American Revolution Marker

WHEREAS, the 250th anniversary of America’s independence will occur in 2026; and

WHEREAS, in preparation for said anniversary, the Matthew Talbot Chapter of the Daughters of the American Revolution has approached the County about the placement of a commemorative marker at the Walton County Historic Courthouse; and

WHEREAS, prior to placement of the marker, the Matthew Talbot Chapter of the Daughters of the American Revolution must obtain permission from the Office of the Historian General; and

WHEREAS, prior to such approval, the Office of the Historian General requires a written statement authorizing installation of the marker from the property owner of the land where the marker is to be placed; and

WHEREAS, the placement of a commemorative marker is in the best interests of Walton County, Georgia.

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

1. The Board of Commissioners approves the placement of a commemorative marker recognizing the 250th anniversary of America’s independence on the Walton County Historic Courthouse, and
2. The Board of Commissioners authorizes Chairman David G. Thompson to submit a written statement authorizing installation of the marker to the Office of the Historian General.

Adopted this 3rd day of May, 2022.

[signatures on next page]

David G. Thompson, Chairman
Walton County Board of Commissioners

Attest: _____
Rhonda Hawk, County Clerk
Walton County, Georgia
[COUNTY SEAL]

**WALTON COUNTY, GEORGIA
RESOLUTION NUMBER ____**

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

A Resolution Appointing Walton County
Building Inspectors as Mobile Home Agents

WHEREAS, Walton County has received complaints from landowners about abandoned mobile homes on their property; and

WHEREAS, Georgia’s Abandoned Mobile Home Act, O.C.G.A. § 44-7-110 et. seq. (the “Act”) provides procedures for the removal of derelict abandoned mobile homes and the placement of liens on intact abandoned mobile homes; and

WHEREAS, the Act contemplates the appointment by the Board of Commissioners of a qualified local government agent (a “Mobile Home Agent”) to conduct inspections of abandoned mobile homes to determine whether they are derelict or intact; and

WHEREAS, the inspectors of the Walton County Building Inspection Office are qualified to conduct such inspections and otherwise act as Walton County’s Mobile Home Agents; and

WHEREAS, the Walton County Building Inspection Office is entitled to a fee from the landowner requesting the inspection; and

WHEREAS, the appointment of the inspectors employed by the Walton County Building Inspection Office as the Mobile Home Agents and imposition of a fee on the landowner requesting the inspection is in the best interest of Walton County, Georgia.

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

1. The Board of Commissioners appoints the inspectors in the Walton County Building Inspection Office as Mobile Home Agents pursuant to the Act; and
2. Any landowner requesting an inspection of an abandoned mobile home for purposes of the Act shall pay the Walton County Building Inspection Office a fee of \$200.00

[signatures on next page]

Adopted this 3rd day of May, 2022.

David G. Thompson, Chairman
Walton County Board of Commissioners

Attest: _____
Rhonda Hawk, County Clerk
Walton County, Georgia
[COUNTY SEAL]

April 5, 2022

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, April 5, 2022 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Finance Director Milton Cronheim, 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 6:02 p.m. and led the Pledge of allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Banks made a motion to adopt the agenda. Commissioner Dixon seconded the motion and all voted in favor.

PROCLAMATIONS

Child Abuse Prevention Month

Motion: Commissioner Bradford made a motion to declare April 1st – 30th, 2022 as Child Abuse Prevention Month. Commissioner Dixon seconded the motion and all voted in favor. Commissioner Banks commended Lauren Gregory and A Child’s Voice Child Advocacy Center for their service to Walton County.

PLANNING COMMISSION RECOMMENDATIONS

Approval with conditions - Z22010006 - Rezone 146.13 acres from A1 to R1OSC for a residential subdivision - Applicant: LGI Homes LLC/Owner: Alcovy River LLC/Jim Williams, Jr. - Property located at 7059 Hwy 81/Double Springs Road - Map/Parcel C0580027 - District 1

Chairman Thompson opened the public hearing on the matter. Paul Mitchell, attorney with Miles, Hansford, and Tallant spoke on behalf of the applicant. Jason Gauthier representing the HOA spoke in opposition to the rezone citing concerns over traffic and property values. Chairman Thompson closed the public hearing on the matter.

Motion: Chairman Thompson made a motion to approve the rezone per the Planning Commission recommendations but deleting the language regarding leasing or rentals and reducing the number of lots to 100. Commissioner Banks seconded the motion; voted and carried unanimously.

Approval of Z22020013 - Rezone 1.265 acres from B2 to B3 for major auto repair - Applicant: Baker Group RE, LLC/Owners: Baker Group RE, LLC & George Baker, Jr. - Property located at 1687 Hwy. 78 - Map/Parcel C0750159F00 - District 3 & 5

Chairman Thompson opened the public hearing on the matter. Applicant George Baker, III spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion, seconded by Commissioner Shelnut, to approve the rezone. All voted in favor.*

Approval of CU22020004 - Conditional Use for outside storage on 4.93 acres - Applicant: Gabel Holder/Owner: Holder Bros.Timbertrames LLC - Property located at Alcovy Mtn. Rd & 1980 Alcovy Mtn. Rd - Maps/Parcels C1390006C00 & 6A00 - District 4

Approval of LU22020005 and Rezone/Conditional Use ZCU22020006 - Change from Village Center to Highway Corridor/Rezone from A2 to B2 for mini warehouses with outside storage on 2.50 acres - Applicant: Gabel Holder/Owner: Holder Brother Timbertrames, LLC - Property located at 1970 Alcovy Mtn. Rd - Map/Parcel C1390014 - District 4

Approval LU22020007 and Rezone/Conditional Use ZCU22020008 - Change from Village Center to Highway Corridor/Rezone from R2 to B2 for mini warehouses with outside storage on 0.78 acres - Applicant: Rick Holder/Owner: James R Holder - Property located at 512 Hwy. 11 - Map/Parcel C1390022 - District 4

Commissioner Bradford requested that items 5.3, 5.4 and 5.5 be considered together as they are tied to the same development. Chairman Thompson opened the public hearing on the matters. Applicant Gabel Holder spoke in favor of the applications. There was no opposition present. Chairman Thompson closed the public hearing on the matters.

Motion: *Commissioner Bradford made a motion to approve the applications per the Planning Commission recommendation adding the condition that there be no tractor trailer type vehicles and that the main entrance be located at 512 Hwy. 11. Commissioner Shelnut seconded the motion. All voted in favor with Chairman Thompson abstaining.*

Approval with conditions - Z22010024 - Rezone 125.51 acres from A1 to R1OSC for a residential subdivision - Applicant: David Pearson Communities/Owner: James Matthew Mazzawi & John Mark Mazzawi as Trustees for Hugh Mazzawi - Property located at Georgia Hwy 20 & Pointer Rd - Map/Parcel C0080010 - District 2

Chairman Thompson opened the public hearing on the matter. Melody Glouton, Attorney with Anderson, Tate and Carr and Doug Patton spoke on behalf of the applicant. Ms. Glouton stated that the plan had been revised from 240 homes to 125 homes which is a 52% reduction in density. Clay Doss and Robin Dill spoke in opposition citing their concerns over erosion, flooding, buffers and traffic on Pointer Road. In rebuttal, Ms. Glouton stated that they would like to request a modification on the water table to 2 ft. due to the elevation of some of the homes. She further stated that the rezone is in compliance with the Walton County Comprehensive Plan and that the

applicant is in agreement with the conditions set forth by the Planning Commission. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Banks made a motion to approve the rezone with the following conditions: 125 lots, minimum 2000 sq. ft. for 1-story and 2200 sq. ft. for 2-story houses, primarily brick or stacked stone on front, 100 ft. non-disturbed buffer, 50 ft. transitional buffer along the perimeter not abutting the residential subdivision and natural vegetation shall remain on the property until issuance of a development permit. Planning Director Charna Parker asked if he wanted to leave the balance of the home as stated by the Planning Commission and change the stacked stone or brick on the water table to 2 ft.? Commissioner Banks amended his motion to include the changes. Commissioner Shelnuttt seconded the motion; voted and carried unanimously.*

Denial - Z22020018 - Rezone 8.68 acres from A1 to B2 to park trucks, campers & boats with conditional use for outside storage - Applicant: Jason Atha/Owners: Don Moon & David Samples - Property located at Georgia Hwy 11 and Mahlon Smith Rd - Map/Parcel C1400090 - District 4

Motion: *Commissioner Bradford made a motion to send the rezone request back to Planning and Development for consideration and review of an updated plan. Commissioner Dixon seconded the motion and all voted in favor.*

PLANNING & DEVELOPMENT

Alteration to Zoning - AZ22030003 - Alteration to zoning conditions - Applicant: Henderson Fab, LLC/Johnny Henderson/Owners: James D., Holly S. & Norma B. Billingsley - Property located at Green Avenue & Ga. Hwy. 20 - Map/Parcel C0090003A00 & 29B00 - District 2

Chairman Thompson opened the public hearing on the matter. Applicant Johnny Henderson stated they would like the property to be allowed the same buffer as the property next door owned by Francisco Gomez. Jim Billingsley also requested that the property have the same treatment of the adjoining property which was rezoned in September. Ken Archer, Trent Pippin, Sid Gordon and Floyd Harris spoke in opposition of changing the conditions.

Motion: *Commissioner Banks made a motion to eliminate the requirement for the 8 ft. fence between the M-1 property and M-2 property, eliminate the condition for planting Leyland Cypress along the Gordon, Pippin and Davis property, retain a 100 ft. buffer but allow the fence on the property line, and reduce the buffer abutting the Billingsley property to 25 ft. Commissioner Shelnuttt seconded the motion; voted and carried unanimously.*

ADMINISTRATIVE CONSENT AGENDA

1. Approval of March 1, 2022 Meeting Minutes
2. Contracts & Budgeted Purchases of \$5000 or Greater
3. Ratification of Actions taken by WCWSA
4. Declaration of Surplus Property
5. Contract - Acquisition of ROW GDOT - SR 138 @ SR 10/US 78
6. Inmate Phone Agreement Extension

7. Ga. Power Co. - Encroachment Agreement for Easement

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

RESOLUTIONS

Resolution - Amending Historic Courthouse Renovations Project Length Budget and FY22 Budget

Finance Director Milton Cronheim presented the Resolution.

Motion: *Commissioner Adams made a motion, seconded by Commissioner Banks, to adopt the Resolution amending the Project Length Budget and FY22 Budget Amendment. All voted in favor.*

Resolution - Authorizing Increase in Aggregate of Synovus Visa Limit

Motion: *Commissioner Shelnuttt made a motion to increase the aggregate amount for the Synovus Visa account to \$45,000. Commissioner Dixon seconded the motion; voted and carried unanimously.*

Resolution - Capital Improvements Element Transmittal - Impact Fee Program

Chairman Thompson opened the public hearing on the matter. Planning Director Charna Parker presented the annual report and Resolution. There was no one present to speak during the public hearing. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to adopt the Resolution. Commissioner Shelnuttt seconded the motion and all voted in favor.*

Resolution - Walton Co. Comprehensive Transportation Plan

Public Works Director John Allman presented a Resolution to adopt the Walton Co. Comprehensive Transportation Plan.

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

CONTRACTS

Enterprise Leasing - Fleet Vehicles

The Board discussed leasing fleet vehicles with Tony MacDonald of Enterprise Fleet Management.

Motion: Commissioner Adams made a motion to approve and move forward with a contract for leasing fleet vehicles from Enterprise Fleet Management subject to review by the County Attorney. Commissioner Shelnuttt seconded the motion; voted and carried unanimously.

ACCEPTANCE OF BIDS/PROPOSALS

Acceptance of Bid - Historic Courthouse Exterior Repair

Motion: Commissioner Dixon made a motion to accept the low bid from Ketom Construction in the amount of \$326,194. Commissioner Adams seconded the motion and all voted in favor.

Acceptance of Bid - 2022 Milling and Deep Patching

Motion: Commissioner Bradford made a motion to accept the low bid from MHB Paving in the amount of \$178.22 per ton. Commissioner Adams seconded the motion. All voted in favor.

Acceptance of Proposal - North Loop Water Transmission Main - Phase 1

Motion: Commissioner Adams made a motion to accept the proposal from Mid-South Builders in the amount of \$2,477,000. Commissioner Banks seconded the motion. Commissioners Banks, Bradford, Adams and Dixon voted in favor with Commissioner Shelnuttt abstaining. The motion carried.

APPOINTMENTS

Walton Co. Board of Tax Assessors

Motion: Commissioner Dixon made a motion to appoint Janice Manuel to serve a six year term on the Walton County Board of Assessors. The term to expire on March 31, 2028. Commissioner Adams seconded the motion; voted and carried unanimously.

Walton Co. Department of Family and Children Services

Motion: Commissioner Dixon made a motion, seconded by Commissioner Adams, to appoint Dena Huff to a 5-year term as member of the Walton County DFCS Board. All voted in favor.

EXECUTIVE SESSION

Motion: At 8:16 p.m., Commissioner Adams made a motion, seconded by Commissioner Shelnuttt, to enter into Executive Session to discuss litigation and acquisition of real estate.

Motion: At 8:46 p.m., Commissioner Adams made a motion, seconded by Commissioner Shelnuttt, to re-enter the regular session. All voted in favor. There was nothing to report from the Executive Session.

ADJOURNMENT

Motion: *Commissioner Bradford made a motion, seconded by Commissioner Shelnutt, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:47 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

Department	Fund	Description	Payee	Amount	
Budget Year FY 22					
Various					
	Various	Replenish Funds In Worker's Comp Trust - For the Record	Walton Co. Workers Comp Trust Fund	\$23,037.00	
	100	LVAP Per OCGA 15-21-132 -March 2022 - For the Record	Local Victims Assistance Fund	\$9,835.91	
	100	Premium for Suppl Life Ins. - May 2022 - For the Record	One America	\$29,699.65	
	100	Postage for April 2022 - For the Record	Postmaster	\$30,000.00	
	100	Parts to Repair Drivetrain & Flywheel	Harco Equipment Rental	\$5,003.70	
	100	Blanket PO for May 2022	O'Reilly Auto Parts	\$5,000.00	
	100	Blanket PO for May 2022	Akins Ford Corporation	\$5,000.00	
	100	Blanket PO for May 2022	Monroe Auto Supply, Inc	\$5,000.00	
	100	Radiator, Transmission, Transmission Core Charge	Rush Truck Centers of GA, Inc	\$6,724.05	
	Various	Hwy Impact Fee 2021- For the Record	GA Dept Of Revenue	\$5,250.00	
Board of Commissioners	1110	100	Lobbying Services - March 2022 - For the Record	Holland & Knight, LLP	\$17,500.00
Law	1530	100	Legal Fees - March 2022- For the Record	Atkinson & Ferguson	\$25,020.50
Data Processing/MIS	1535	100	Veeam Backup & Replication for Vmware Renewal-2022	Shi International Corp	\$6,751.92
		100	Vmware Annual Renewal 2022	Shi International Corp	\$13,738.15
GIS	1537	100	General GIS Consulting Tax Office Aerials	GIS1, LLC	\$9,072.00
Human Resources	1540	100	AFLAC Premium - March 2022 - For the Record	AFLAC	\$10,751.26
Risk Management	1555	100	Claim 22-42 Public Works Damages Windstream Cable	Windstream	\$8,032.12

Category	Item ID	Quantity	Description	Vendor	Amount
Gen Gov BLDGS	1565	100	Historic Courthouse Chiller Leak Repair	HVH Mechanical	\$7,747.22
		100	Flush Valves	Home Depot/GECF	\$12,352.10
Probate Court	2450	100	Live Scan Charges - 04/25/2022	Georgia Bureau of Investigation	\$6,141.50
Juvenile	2600	100	Indigent Defense	Law Office of Leara Morris - Stokes	\$6,430.50
		100	Indigent Defense	Piner & Maffit	\$8,498.69
Jail	3325	100	Inmate Medical - June 2022	Correct Health	\$101,175.81
		100	Inmate Meals - March 2022	Kimble's Food By Design, Inc.	\$62,965.84
		100	Housed Out Inmates	Oglethorpe Board of Commissioners	\$25,550.00
JAIL-SPLOST 2013		322	March Invoice- Public Safety Complex- For the Record	Comprehensive Program Services	\$45,000.00
Sheriff	3300	100	Glocks & Ankle Holsters	Amchar Wholesale, Inc	\$43,357.30
		100	Gun Sites	Clyde Armory, Inc	\$21,195.50
		100	Sheriff Dept Viewsonic 86" Smart Board	CDW Computer Government, Inc	\$6,484.71
		100	Holsters	Public Safety Uniform & Supply GA.	\$8,000.00
Fire Fighting	3520.270	270	Jumbo Barrel Strainer (3), Swivel Adaptor (10)	Fireline, Inc	\$11,337.50
		270	Flowmeter, Akron Tools, Hose Washer (6), Adaptors (6), Swivel (10), Hydrant Gate Valve (10), Rocker Lug (10), Hydrant Wrench (10), Hydrant Tool Bag (10)	Municipal Emergency Service, Inc	\$12,178.00
		270	Nozzle w/grip (6), Foam Eductor (6), Adaptor Swivel (20)	Ten-8 Fire Equipment	\$9,721.18
Fire Station Building	3570.270	270	Fire Station 11 HVAC Parts Emergency Replacement, Station 11 Duct Cleaning	Cotner Mechanical DBA Bolton Refrigeration	\$7,500.00
		270	Flooring For Station 11	Britt's Home Furnishings	\$12,064.82
EMS	3610	531	3500 Dodge Chasis For Ambulance	Ginn Chrysler Jeep Dodge, LLC	\$105,400.00
		531	Ambulance Billing - March 2022	Emergency Billing	\$22,305.51
E-911	3800	215	Maintenance for CAD System	Motorola Solutions, Inc	\$123,355.04
Roadways & Walkways	4220	100	General Engineering	Precision Planning, Inc	\$6,187.50

Traffic Engineering-SPLOST 2019					
4270.19	323	Road Striping- Dial Rd & Farmer Rd	Peek Pavement		\$15,331.00
Hard Labor Creek					
4405	508	Professional Services - Through March 2022- For the Record	Precision Planning, Inc		\$2,526.30
	508	Hard Labor Creek O&M - For the Record	Precision Planning, Inc		\$2,248.95
Water					
4446	507	Unleaded - Diesel Fuel	Stephens Oil Company Inc		\$5,249.10
	507	Various Locations	Utility Service Co., Inc		\$10,303.23
	507	Water Purchased from Newton County - For the Record	Cornish Creek		\$176,085.00
	507	Outsourcing and Postage for Bills	Arista Information Systems, Inc.		\$9,175.81
Water- American Rescue Grant					
4446.21	257	Pipe for Centerhill Church Rd Project	Consolidated Pipe & Supply Co.		\$1,785,250.00
Solid Waste					
4530	540	Tipping Fees - March 2022	City of Monroe Public Works		\$17,401.54
Parks & Rec-SPLOST 2019					
6220.19	323	South Walton Park Gym Cleaning & Landscape Clearing	Lead Foot Mulching & Grading		\$13,800.00
					\$2,917,735.91

Walton County Department Agenda Request

Department Name: **Facilities/Risk Mgmt.**

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **May 3rd, 2022**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **Surplus**

Wording For Agenda: **Declaration of Surplus property**

This Request: **Informational Purposes Only**

Needs Action by Commissioners* Yes

*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value.**

Department Comments/Recommendation:

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 County Attorney? **N/A**

Date forwarded to County Attorney: **N/A**

Has the County Attorney review been completed? **N/A**

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:



1506 West Main Street
Richmond, VA 23220
Phone (804) 288-5312
www.bingham-ars.com

April 7, 2022

Mr. Milton Cronheim, CPA, CFE
Finance Director
Walton County Board of Commissioners
milton.cronheim@co.walton.ga.us

RE: Quote for Arbitrage Rebate Services

\$93,800,000
Walton County Industrial Building Authority
Revenue Bonds
(Walton County Jail Facility Project)
Series 2021

Dear Milton,

Bingham Arbitrage Rebate Services, Inc. is pleased to submit this fee quote for arbitrage rebate services on the above referenced tax-exempt issue. This fee quote describes the proposed scope of services and fees associated with the required arbitrage rebate calculation for the issue.

SCOPE OF SERVICES

Bingham will conduct a comprehensive review of the above-referenced issue. The analysis will consist of the items listed below:

- Review of Tax and Non-Arbitrage Certificate, Federal Form 8038-G and other pertinent closing documents.
- Determination of funds subject to spending exception, arbitrage rebate calculation and/or yield reduction calculation.
- Calculation of bond yield, if applicable.
- Calculation of arbitrage rebate liability due, in compliance with Section 148(f) of the Internal Revenue Code of 1986, and preparation of Federal Tax Form 8038-T if payment is due.
- Provision of written report to your office describing the calculation method used, assumptions, and conclusions.

Factors involved in our fees include the size and complexity of an issue, the number of funds included in the calculation, the type of calculation required, commingled money, and if Investment Agreements are a factor for the issue. Every issue is structured differently and our fees vary on a case-by-case basis.

BINGHAM'S PROCESS

We will first test the issue for an exception to the requirements of Section 148 of the Internal Revenue Code. In order to meet one of the exceptions, the following conditions must apply:

Small Issuer Exception	Government issues less than \$5,000,000 in tax-exempt debt in one calendar year. Legislative changes increased the exception as follows: <ul style="list-style-type: none"> Up to \$10,000,000 with at least \$5 million of the \$10 million used to finance public schools for bonds issued after December 31, 1997 Up to \$15,000,000, with at least \$10 million of the \$15 million used to finance public schools for bonds issued after December 31, 2001.
Six-Month Exception	Proceeds spent within Six Months of Closing 100% Under certain conditions, the Six-Month Exception can be extended to one year for governmental or 501(c)(3) bonds.
Eighteen Month Exception	Proceeds spent: <ul style="list-style-type: none"> within Six Months of Closing 15% within Twelve Months of Closing 60% within Eighteen Months of Closing 100% <ul style="list-style-type: none"> Issues delivered after June 30, 1993 A 5% retainage is allowed at eighteen months as long as the proceeds are fully expended by thirty months.
Two Year Construction Exception	Proceeds spent: <ul style="list-style-type: none"> within Six Months of Closing 10% within Twelve Months of Closing 45% within Eighteen Months of Closing 75% within Twenty-Four Months of Closing 100% <ul style="list-style-type: none"> A 5% retainage is allowed at twenty-four months as long as the proceeds are fully expended by thirty-six months.

If an exception is missed, the arbitrage rebate calculation is required. If the issue is secured by a Debt Service Reserve Fund, or holds an Escrow Fund, those funds will require the arbitrage rebate calculation.

Evaluation Date: November 30, with the first installment period ending no later than November 30, 2026. Bingham will provide annual reports beginning as of the November 30, 2022 evaluation date and annual updates each November 30 through the first installment period, or once gross proceeds are spent in full, whichever occurs first.



FEE QUOTE

Series 2021 Issue	Fees ¹
Years 1 - 2	\$1,300 per year
Years 3 - 5	\$850 per year

¹ Fee stops once all gross proceeds spent in full.

Additional Fees That May Apply ²	Fees
Excess Yield Calculation (Years 4 – 5) ³	\$150 per year
Uncommingling &/ or Transferred Proceeds Fee ⁴	\$350 per year

² Additional Fees will only be added if applicable.

³ The Excess Investment Yield Calculation is only required if project proceeds remain outstanding for more than three years, or if other funds are not yield restricted after the end of applicable temporary periods.

⁴ If at any time bond proceeds are mixed with non-proceeds, or there are transferred proceeds, it may be necessary to uncommingle the fund.

Bingham may withdraw or renegotiate this contract if our involvement is greater than originally anticipated. Examples of Bingham's increased time commitment include researching or locating missing investment activity, or if bond proceeds are mixed with non-proceeds funds.

Financial Advisor Disclaimer: By engaging Bingham to provide the services described in this document, Walton County acknowledges that Bingham (1) is not recommending actions or providing advice to Walton County, and (2) does not owe a fiduciary duty to Walton County, as described by Section 15B of the Securities Exchange Act of 1934. Walton County should consult with the appropriate transaction professionals for legal and financial advice.

Invoices will be sent along with our reports. Payment is expected within 30 days of the invoice date.

If this fee quote remains outstanding following 90 days, the quote will expire. Additionally, if the requested information is not sent to Bingham within 90 days, this quote will expire.

If you are in agreement with these terms, please have an authorized representative sign where indicated below and return electronically to Bingham at your earliest convenience.

I hope these fees meet with your approval. Please feel free to call me at (804) 864-9564 if you have any questions. Thank you and I look forward to hearing from you.

Sincerely,

Kim A. Hoyt
President



Mr. Milton Cronheim, CPA, CFE

4

April 7, 2022

SIGNATURE PAGE

Signature

Name (printed)

Title

Date

BINGHAM

STATE OF GEORGIA
WALTON COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF WEST WALTON PARK

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of this ___ 14th day of April 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 25, 2022; and

WHEREAS, the County agrees to let the City hold it's Independence Celebration ("the event") at the West Walton Park on June 25, 2022, 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 25, 2022.

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, June 27, 2022.

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:

Hoffer & Webb, LLC
 3190 Northeast Expressway
 Suite 430
 Chamblee, Georgia 30341
 Attention: Robyn Oliver Webb

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: Lee "Skip" Polite
Mayor

ATTEST: Dan

City Manager

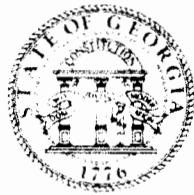
[Intergovernmental Agreement Signature Page of the City]

WALTON COUNTY

By: _____
Chairperson

ATTEST: _____
Secretary

[Intergovernmental Agreement Signature Page of the County]



Colonel Christopher Wright
Commissioner

Department of Public Safety

Lt. Colonel William W. Hitchens
Deputy Commissioner

Administrative Services

Major Steve Harrison
HQ Adjutant

959 United Ave. S.E.
Atlanta, Georgia 30316
Phone: (404) 624-7080

Tommy Crafton
Director of Facilities

April 1, 2022

Walton County Board of Commissioners
303 South Hammond Drive, Suite 330
Monroe, Georgia 30655

RE: Intergovernmental Agreement Number 000045

FY2023

Dear: Mr. Little,

The Intergovernmental Agreement dated **June 2, 2020** by and between **Walton County Board of Commissioners** (“Landlord”) and the Department of Public Safety (“Tenant”) is up for renewal. This IGA provides that Tenant may lease space on Landlord’s premises, as shown on Exhibit “A” to the agreement, including space on Landlord’s radio communications tower and in Landlord’s equipment building.

The IGA includes the following language in Section 5, Renewal Options:

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **eight (8)** additional periods of one (1) year each (hereinafter referred to as “Renewal Option(s)”). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant’s Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option.

The Department of Public Safety hereby notifies you of its desire, as Tenant, to exercise its option to extend the Term for a 12-month period beginning **July 1, 2022** and ending **June 30, 2023** under the same terms, conditions, and provisions of the IGA, including the rental rate of One Dollar and 00/100 (\$1.00) per year.

If you have any questions, you are welcome to contact me at **404-624-7800**.

Sincerely,

Tommy Crafton, Director of Facilities, DPS

TC:amf

**2022 INTERGOVERNMENTAL AGREEMENT BETWEEN
WALTON COUNTY, GEORGIA AND THE CITY OF JERSEY
REGARDING THE PROVISION OF CODE ENFORCEMENT AND
MUNICIPAL COURT SERVICES**

This Intergovernmental Agreement ("Agreement") is made this ____ day of _____, 2022 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Walton County, Georgia (hereinafter referred to as "Walton County"), and the **CITY OF JERSEY**, a duly incorporated Georgia municipality situated in Walton County, by and through the duly authorized governing authority of the City of Jersey (hereinafter referred to as "Jersey").

WHEREAS, Walton County provides code enforcement services within the unincorporated areas of Walton County, Georgia;

WHEREAS, Jersey desires that Walton County provide code enforcement services within the city limits of Jersey pursuant to the terms of this Agreement;

WHEREAS, in connection with the provision of said code enforcement services, Jersey desires that Walton County furnish, and Walton County desires to furnish, municipal court services through the officers, employees and facilities of the Magistrate Court of Walton County pursuant to O.C.G.A. § 15-10-150, et seq.;

NOW, THEREFORE, Walton County and Jersey, in exchange of good and adequate consideration, the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Walton County shall provide code enforcement and municipal court services as follows:

1. **Code Enforcement Services.** Walton County shall provide the same level of code enforcement services within the city limits of Jersey that it provides in unincorporated Walton County. As a condition precedent to Walton County providing such code enforcement services, Jersey shall adopt an ordinance incorporating the provisions of the Walton County Land Development Ordinance and Subdivision Regulations as it exists on the Effective Date (hereinafter referred to as the "Land Development Ordinance") and shall promptly amend such ordinance whenever necessary to maintain consistency between Jersey’s Land Development Ordinance and Walton County’s Land Development Ordinance.

2. **Municipal Court Services.** For purposes of uniformly enforcing the Land Development Ordinance and prosecuting violations thereof, Walton County shall furnish municipal court services to Jersey through the officers, employees and facilities of the Magistrate Court of Walton County pursuant to O.C.G.A. § 15-10-150, et seq. As such, any citations issued for a violation of the Animal Control Ordinance within the city limits of Jersey situated in Walton County shall be subject to the jurisdiction of the Magistrate Court of Walton County, acting as the Municipal Court of Jersey.

3. **Compensation.** Any fines imposed for a violation of the Land Development Ordinance within the city limits of Jersey shall be payable to the general fund of Walton County as compensation for services rendered pursuant to this Agreement.

4. **Authority.** Jersey certifies that it has reviewed its charter prior to entering into this Agreement with Walton County and affirms by the execution of this Agreement that there is no prohibition, expressed or implied, in its charter that prevents Jersey from entering into this Agreement and performing in accordance with the terms set forth herein.

5. **Term and Termination.** The initial term of this Agreement shall commence on _____, 2022 and end on _____, 2023, unless terminated earlier pursuant to this Agreement. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of the Agreement. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate, without further action by either party, when Mike Burke ceases to serve as Walton County Chief Magistrate Judge. Furthermore, Mike Burke may at any time and for any reason withdraw his approval of this Agreement upon ninety (90) days prior written notice to the parties hereto and, in such event, this Agreement shall terminate and be of no further force or effect.

6. **Entire Agreement.** This Agreement incorporates all prior negotiations, interpretations and understandings between the parties and is the full and complete expression of their agreement. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the parties with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

7. **Modifications.** Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both parties.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **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 have hereunto set their hands and seals on the day and year first hereinabove written.

WALTON COUNTY:

WALTON COUNTY, GEORGIA

By: _____
David G. Thompson
Chairman

Attest: _____
Name: Rhonda Hawk
Title: County Clerk

[SEAL]

JERSEY:

CITY OF JERSEY

By: _____
Randy Carithers
Mayor

Attest: _____
Name: _____
Title: _____

[SEAL]

Pursuant to O.C.G.A. § 15-10-151, the undersigned, being the Walton County Chief Magistrate Judge as of the date hereof, does hereby approve this Agreement:

Mike Burke, Walton County Chief Magistrate Judge

Walton County Department Agenda Request

Item 8.1.

Department Name: Human Resources

Department Head or Representative: Melissia Rusk

Meeting Date Request: May 3, 2022

Has this topic been discussed at past meetings? No

If so, when?

Topic:

Wording for Agenda: 2022 Benefits Renewal

This Request: Informational Purposes Only

Needs Action by Commissioners

What action are you seeking from the Commissioners? Approval of recommendations for the 2022 Benefits Renewal as presented by MSI Benefits Group.

Department Comments/Recommendation:

ACCG approved one-time waiver to reenter program. On behalf of HR staff and all employees, recommending these changes be approved by BOC.

Is additional documentation attached? Yes

Is review of this request or accompanying documentation by the County Attorney required?

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:



191 Peachtree Street NE
Suite 700
Atlanta, Georgia 30303
p 800.858.2224
f 404.522.1897
accg.org

February 25, 2022

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

RE: ACCG-Group Health Benefits Program

Dear Chairman Thompson,

The COVID-19 pandemic is now two years old, directly impacting families, communities and employers such as Georgia's county governments. Nationwide, there have been over 900,000 deaths as a result of COVID-19 – including more than 34,000 in Georgia. Almost everyone has had a family member or friend affected by the disease. In addition, COVID-19 related expenses have cost counties more than \$6 million, not to mention the loss in productivity. These costs have led to multiple years of bad claims often resulting in big premium increases and lessening the ability of counties to afford a high level of employee health benefits.

Walton County made the decision in 2021 to leave the ACCG – Group Health Benefits Program, which provides health benefits through Anthem Blue Cross and Blue Shield as well as a complete wellness program and other free resources for employees. At the time this decision was made, there was a 24-month waiting period, meaning counties were not eligible to return to the program after terminating participation until after this waiting period had passed. This requirement was in place to help increase the program's stability. **In an unprecedented move, the ACCG-GHBP Board of Directors recently voted unanimously to approve a one-time waiver of this rule for groups that left the program effective July 1, 2021.** Board members hope this waiver will help counties that are struggling to meet the health benefit needs of their employees to reenter the program.

The ACCG – Group Health Benefits Program was developed to provide the most stable form of purchasing health insurance for Georgia county governments. ACCG's program is a fully insured pool comprised of Georgia counties that have joined together to lower costs. It has a high cost claimant pooling point, Employee Assistance Program (EAP), no co-pay virtual health visits and the ability to spread the risk out over a larger membership base than any single county can offer. These design features, coupled with the wellness program and wellness grants, enable ACCG to offer the best value for county governments with a customized plan designed to meet the needs of each individual county.

There is no doubt the impact of COVID-19 illness, disability and death has taken a personal toll and impacted mental health. In addition, the financial burden of treating COVID-19 has become a cost every county has had to bear. The ACCG - Group Health Benefits Program was created for these challenging times and has benefitted Georgia county governments and authorities since it was created in 1992.

If you would like to take advantage of this one-time waiver, please contact your broker to request a quote through Anthem and the ACCG-GHBP.

I appreciate your time and look forward to hearing from you!

Sincerely,

Ben Pittarelli
Health Program & Insurance Marketing Director



Walton County

2022 Benefits Renewal

Presentation By:
MSI Benefits Group
May 3, 2022



2019-2020 Aggregate Report

Item 8.1.

Contract Period: 7/1/2019 - 6/30/2020
 Specific Deductible: \$150,000
 Aggregated Specific Deductible: \$75,000
 Incurred/Paid: 60+/12
 Minimum Attachment Point: \$8,015,616

Aggregate Factors: Employee \$675.64 Emp/Sp \$1,689.09 Emp/Ch \$1,689.09 Family \$1,689.09

	Emp	Emp/SP	Emp/Ch	Family	Total	Estimated Attachment Point		Claims Paid this Month *	Less Specific Reimburse	Total Claims Paid Under Agg. Coverage	Cumulative Claims Paid
						Monthly	Cumulative				
July	170	81	91	212	554	\$ 763,875	\$ 763,875	\$ 663,546		\$ 663,546	\$ 663,546
August	173	81	88	212	554	\$ 760,429	\$ 1,524,304	\$ 447,523		\$ 447,523	\$ 1,111,069
September	172	80	87	211	550	\$ 753,909	\$ 2,278,213	\$ 482,111		\$ 482,111	\$ 1,593,180
October	167	79	87	208	542	\$ 745,497	\$ 3,023,710	\$ 853,368	\$ 82,982	\$ 770,386	\$ 2,363,566
November	174	78	86	210	548	\$ 749,281	\$ 3,772,991	\$ 646,972	\$ 16,012	\$ 630,960	\$ 2,994,526
December	174	79	86	214	553	\$ 757,726	\$ 4,530,718	\$ 813,578	\$ 98,021	\$ 715,557	\$ 3,710,082
January	178	81	89	216	564	\$ 772,253	\$ 5,302,970	\$ 600,323	\$ 170,175	\$ 430,148	\$ 4,140,230
February	177	81	89	215	562	\$ 769,888	\$ 6,072,858	\$ 594,092	\$ 115,427	\$ 478,665	\$ 4,618,895
March	179	77	85	217	558	\$ 761,105	\$ 6,833,963	\$ 696,894	\$ 160,195	\$ 536,699	\$ 5,155,594
April	181	75	85	216	557	\$ 757,389	\$ 7,591,352	\$ 589,291	\$ 14,221	\$ 575,070	\$ 5,730,664
May	179	76	83	217	555	\$ 756,037	\$ 8,347,389	\$ 613,125	\$ 213,362	\$ 399,764	\$ 6,130,428
June	177	80	84	216	557	\$ 761,105	\$ 9,108,494	\$ 455,065	\$ 16,599	\$ 438,466	\$ 6,568,894
WGS Adjustment	-10	-6	-2	-12	-30	\$ (40,471)	\$ 9,068,023			\$ -	\$ 6,568,894
Total							\$ 9,068,023	\$ 7,455,889	\$ 886,994		\$ 6,568,894

1. Total Claims Paid Under Aggregate Coverage:	\$ 6,568,894
2. Cumulative Estimated Attachment Point:	\$ 9,068,023
3. Loss Ratio (1/2):	72.44%
4. Dollar Claims Exceeding Attachment Point: \$0	\$ -

Administrative Charges	\$ 1,012,689
Total Cost	\$ 7,581,583

2020-2021 Aggregate Report

Contract Period: 7/1/2020 - 6/30/2021				
Specific Deductible: \$150,000				
Aggregated Specific Deductible: \$75,000				
Incurred/Paid: 60+/12				
Minimum Attachment Point: \$9,084,595				
Aggregate Factors:	Employee	Emp/Sp	Emp/Ch	Family
	\$741.44	\$1,853.61	\$1,853.61	\$1,853.61

	Emp	Emp/SP	Emp/Ch	Family	Total	Estimated Attachment Point		Claims Paid this Month *	Less Specific Reimburse	Total Claims Paid Under Agg. Coverage	Cumulative Claims Paid
						Monthly	Cumulative				
July	175	83	87	212	557	\$ 837,831	\$ 837,831	\$ 886,318	\$ 38,772	\$ 847,546	\$ 847,546
August	168	84	85	211	548	\$ 829,008	\$ 1,666,839	\$ 507,549	\$ (942)	\$ 508,491	\$ 1,356,037
September	169	87	86	212	554	\$ 838,943	\$ 2,505,782	\$ 1,022,579	\$ 124,873	\$ 897,707	\$ 2,253,744
October	178	88	87	215	568	\$ 854,884	\$ 3,360,666	\$ 604,569	\$ 2,818	\$ 601,752	\$ 2,855,495
November	172	90	86	209	557	\$ 841,538	\$ 4,202,205	\$ 693,307	\$ 136,766	\$ 556,542	\$ 3,412,037
December	173	89	87	205	554	\$ 835,236	\$ 5,037,441	\$ 836,033	\$ 74,274	\$ 761,759	\$ 4,173,796
January	174	88	86	205	553	\$ 831,529	\$ 5,868,969	\$ 606,700	\$ 10,472	\$ 596,228	\$ 4,770,024
February	175	92	87	206	560	\$ 843,392	\$ 6,712,361	\$ 653,797	\$ 4,737	\$ 649,060	\$ 5,419,083
March	181	94	81	207	563	\$ 842,280	\$ 7,554,641	\$ 577,805	\$ 10,408	\$ 567,397	\$ 5,986,480
April	186	93	81	211	571	\$ 851,548	\$ 8,406,188	\$ 753,354	\$ 112,202	\$ 641,152	\$ 6,627,632
May	188	92	79	210	569	\$ 845,987	\$ 9,252,175	\$ 864,307	\$ 253,087	\$ 611,220	\$ 7,238,852
June	194	93	77	211	575	\$ 850,065	\$ 10,102,240	\$ 1,223,293	\$ 318,919	\$ 904,374	\$ 8,143,226
WGS Adjustment	-13	-1	-7	-4		\$ (30,436)	\$ 10,071,804	\$ 151,983	\$ 2,919	\$ 149,064	\$ 8,292,291
Total							\$ 10,071,804	\$ 9,381,595	\$ 1,089,304		\$ 8,292,291

1. Total Claims Paid Under Aggregate Coverage:	\$ 8,292,291
2. Cumulative Estimated Attachment Point:	\$ 10,071,804
3. Loss Ratio (1/2):	82.33%
4. Dollar Claims Exceeding Attachment Point: \$0	\$ -

Administrative Charges	\$ 1,383,626
RX Rebates	\$ 517,672
Total Cost	\$ 9,158,245

2021-2022 Aggregate Report

Contract Period: 7/1/2021 - 6/30/2022		
Specific Deductible: \$175,000		
Aggregated Specific Deductible: \$75,000		
Incurred/Paid: 24/12		
Minimum Attachment Point:		
	<u>Employee</u>	<u>Family</u>
Aggregate Factors:	\$1,527.55	\$1,527.55

	Emp	Family	Total	Estimated Attachment Point		RX Claims Paid	Total Paid	Less Specific Deductible	Less Specific Reimburse	Total Claims Paid Under Agg. Coverage	Cumulative Claims Paid
				Monthly	Cumulative						
July	184	387	571	\$ 872,231	\$ 872,231	\$ 21,106	\$ 48,616			\$ 48,616	\$ 48,616
August	179	379	558	\$ 852,373	\$ 1,724,604	\$ 81,932	\$ 303,346			\$ 303,346	\$ 351,962
September	178	386	564	\$ 861,538	\$ 2,586,142	\$ 138,169	\$ 1,177,141	\$ 75,000	\$ 14,510	\$ 1,087,632	\$ 1,439,594
October	180	382	562	\$ 858,483	\$ 3,444,625	\$ 129,508	\$ 637,704		\$ 4,199	\$ 633,505	\$ 2,073,099
November	181	378	559	\$ 853,900	\$ 4,298,526	\$ 141,619	\$ 770,672		\$ 42,617	\$ 728,055	\$ 2,801,154
December	176	381	557	\$ 850,845	\$ 5,149,371	\$ 120,136	\$ 764,934		\$ 112,560	\$ 652,374	\$ 3,453,529
January	180	383	563	\$ 860,011	\$ 6,009,382	\$ 164,774	\$ 753,082		\$ 42,860	\$ 709,618	\$ 4,163,147
February	178	383	561	\$ 856,956	\$ 6,866,337	\$ 290,114	\$ 877,692		\$ 78,416	\$ 796,795	\$ 4,959,942
March	180	383	563	\$ 860,011	\$ 7,726,348	\$ 246,417	\$ 1,096,126		\$ 110,403	\$ 985,723	\$ 5,945,665
April			0	\$ -	\$ 7,726,348					\$ -	\$ 5,945,665
May			0	\$ -	\$ 7,726,348					\$ -	\$ 5,945,665
June			0	\$ -	\$ 7,726,348					\$ -	\$ 5,945,665
Adjustment				\$ -	\$ 7,726,348					\$ -	\$ 5,945,665
Total					\$ 7,726,348	\$ 1,333,773	\$ 6,429,314		\$ 405,564		\$ 5,945,665

1. Total Claims Paid Under Ag:	\$ 6,514,623
2. Cumulative Estimated Attach:	\$ 7,726,348
3. Loss Ratio (1/2):	84.32%
4. Dollar Claims Exceeding Att:	-

Administrative Charges	\$ 960,116
RX Rebates (Anthem)	\$ 306,305
Anthem Run Out	\$568,958
Total Cost	\$ 7,168,434

Veracity - Prescription Drugs

The 5 buckets that help employers achieve maximum savings:



The Contract

Look at putting the Employer in charge to eliminate spread pricing (transparent, pass-through and auditable).



Preferred/Non-Preferred Networks

Consider charging members a \$15-\$20 higher copay on generic drugs when filled at CVS, Target, Walgreens, Walmart, Sam's Club and Rite-Aid (generic medications are on average \$15-\$20 higher at these retail locations).



Formulary Management

Consider adding lower cost therapeutic drugs to the formulary instead of higher cost drugs that maximize rebates (eliminate drugs that are priced to yield profits for PBMs and drug manufacturers)



International Pharmacy

Consider allowing members access to international medications that save members at least 50% off costs. 3 types of drugs can be imported from Canada: Insulin-like drugs, GLP-1 and HIV medications.



Manufacturers' Assistance Plans for Specialty Drugs

Considering allowing members access to expensive specialty medications with programs that offer huge savings for the employee and employer by going directly to the drug manufacturer.

RX Savings Proposal	Estimated Savings
The Contract	\$ 69,035
Preferred/Non-Preferred Network	\$ 134,618
Formulary Management	\$ 44,424
International Pharmacy	\$ 100,000
Manufacturers' Assistance Plans for Specialty Drugs	\$ 500,000
Total Estimated Savings	\$ 848,077

Prescription Drugs

Item 8.1.

Current vendors US RX Care for PBM services and ScriptSourcing for MAP/International Mail Order

- Pharmacy scripts written between July 2021 and December 2022 were 6,046 compared to 7,050 the previous year with Anthem
- Cost per script increased from \$104.70 to \$109.31
- US RX Care administrative fees were \$59,772 (\$7.75 per script + \$45 PA)
- **Proposing Veracity powered through ProCare – Gainesville Georgia.** Administrative fees for same time period \$4.50 per script and includes PA's. Estimated cost for same time period under \$26,000
- ProCare projects \$135,000 savings on preferred pharmacy for generics. This will be local pharmacies, grocery stores (Not Walmart, CVS, Walgreens, Target)
- ProCare projects \$113,000 savings on formulary management
- ScriptSourcing has set up 30 scripts for a total quarterly savings \$11,289. Fee was \$3,052 (20% of savings)
- Veracity has identified 745 scripts for MAP and 720 Scripts for International Mail order with projected savings of \$600,000.
- **Proposing Veracity powered through ProCare.** Total annual fee estimated at \$80,000. Same prescriptions through ScriptSourcing estimated fee \$120,000









Plan Design

		Current	Proposed
IN-NETWORK			
Individual Calendar Year Deductible		\$500	\$500
Family Calendar Year Deductible		\$1,500	\$1,500
Coinsurance		Member Pays 20% Plan pays 80%	Member Pays 20% Plan pays 80%
Individual Out-of-Pocket Maximum (includes deductible)		\$3,000	\$3,000
Family Out-of-Pocket Maximum (includes deductible)		\$9,000	\$9,000
Primary Care Physician Co-pay		\$25	\$25
Specialist Physician Co-pay		\$50	\$50
Preventive Care (not subject to deductible)		\$0	\$0
Live Health Online (Online Physician Visit)		\$0	\$0
Urgent Care Center Co-pay		\$35	\$35
Emergency Room Co-pay (waived if admitted)		\$350	\$350
OUT-OF-NETWORK			
Individual Calendar Deductible		\$1,000	\$1,000
Family Calendar Deductible		\$3,000	\$3,000
Coinsurance		Member Pays 40% Plan pays 60%	Member Pays 40% Plan pays 60%
Individual Out-of-Pocket (includes deductible)		\$9,000	\$9,000
Family Out-of-Pocket (includes deductible)		\$27,000	\$27,000
PRESCRIPTION DRUG CO-PAYMENTS			
Retail Drugs – Tier 1		\$5	\$5 / \$20
Retail Drugs – Tier 2		\$45	\$45
Retail Drugs – Tier 3		\$90	\$90
Retail Drugs – Tier 4		25% up to \$450	Included in Tier 3
Mail Order Maintenance Drugs – Tier 1		\$5	Retail 90 days X 2
Mail Order Maintenance Drugs – Tier 2		\$90	Retail 90 days X 2
Mail Order Maintenance Drugs – Tier 3		\$270	Retail 90 days X 2
		Employee Deductions (26 per year)	Employee Deductions (26 per year)
Employee Only	176	\$30.33	176
Employee + Spouse	94	\$85.59	94
Employee + Children	82	\$78.06	82
Employee + Family	210	\$133.32	210
74 Waived Coverage	562	\$1,242,323	562
			\$1,242,323

- Prescriptions available through International Mail Order covered at 50% if purchased elsewhere

Summary ASO Details









Item 8.1.

	Current		Renewal - FIRM till 5/13			Option - Firm till 5/5			Option - Firm till 5/12		
Medical Plan Third Party Administrator											
Provider Network											
Administrative Charges	Monthly PEPM	Annual	Monthly PEPM	Annual		Monthly PEPM	Annual		Monthly PEPM	Annual	
<i>Trustmark</i>	\$57.07	\$386,250	\$62.42	\$422,459	9.37%	\$62.42	\$422,459	9.37%	\$85.91	\$581,439	50.53%
Network Access	\$9.00	\$60,912	\$7.18	\$48,594	-20.22%	\$7.18	\$48,594	-20.22%		\$0	
<i>Cigna</i>											
Dental Administration	\$3.48	\$23,553	\$3.58	\$24,229	2.87%	\$3.58	\$24,229	2.87%	\$3.58	\$24,229	2.87%
<i>Anthem</i>											
Vision Administration	\$1.79	\$12,115	\$1.79	\$12,115	0.00%	\$1.79	\$12,115	0.00%	\$1.79	\$12,115	0.00%
<i>Anthem</i>											
TeleHealth Service	\$2.25	\$15,228	\$2.25	\$15,228	0.00%	\$2.25	\$15,228	0.00%		\$0	
Specific Stop-loss	\$114.06	\$771,958	\$147.28	\$996,791	29.13%	\$114.30	\$773,582	0.21%	\$148.14	\$1,002,612	29.88%
<i>\$175,000 w /\$75,000 aggregating ded</i>	24/12 CIGNA		Paid/12 CIGNA			24/12 Skyward			24/12 Anthem		
Aggregate	\$5.64	\$38,172	\$6.47	\$43,789	14.72%	\$6.14	\$41,556	8.87%	\$4.83	\$32,689	-14.36%
Expected Claim Liability	\$1,272.96	\$8,615,382	\$1,496.10	\$10,125,578	17.53%	\$1,521.06	\$10,294,507	19.49%	\$1,348.23	\$9,124,821	5.91%
Max Claim Liability	\$1,527.55	\$10,338,458	\$1,870.12	\$12,656,972	22.43%	\$1,901.32	\$12,868,134	24.47%	\$1,685.29	\$11,406,043	10.33%
Laser	None		None			YES			None		

- Trustmark \$50,000 wellness credit
- NAF billed in error in current year (Should have been \$7 – billed \$9) refund due County
- Skyward offer has 3 members with limited run-in and lasers of \$325K & \$225k
- Anthem is providing a \$75,000 Universal Credit fund

Summary Medical Cost


Item 8.1.

	Current	Renewal - FIRM till 5/13	Renewal - FIRM till 5/5	Renewal - FIRM till 5/12
Third Party Administrator				
Provider Network				
Reinsurance	CIGNA	CIGNA	SKYWARD	Anthem
Specific Deductible	\$175,000	\$175,000	\$175,000	\$175,000
Aggregating Deductible	\$75,000	\$75,000	\$75,000	\$75,000
Fixed Cost	\$188.02	\$225.60	\$192.29	\$238.88
Expected Cost	\$1,272.96	\$1,496.10	\$1,521.06	\$1,348.23
Aggregate	\$1,527.55	\$1,870.12	\$1,901.32	\$1,685.29
Covered Members	564	564	564	564
Annual Medical Fixed Cost	\$1,272,519	\$1,526,861	\$1,301,419	\$1,616,740
Annual Expected Claims	\$8,615,382	\$10,125,578	\$10,294,507	\$9,124,821
Annual Fixed + Maximum Claims	\$11,610,978	\$14,183,833	\$14,169,552	\$13,022,783
Exp. Pharmacy Rebates/Savings		\$848,077	\$848,077	\$848,077
Administrative Credits				
Annual Fixed + Expected Claim	\$9,887,901	\$10,804,362	\$10,747,849	\$9,893,483
Lasers	None	None	YES	None

- Plan is running as expected for current plan year
- FSA administration handled by Trustmark

Dental Summary

Employees on coverage: 565

Current Self - Insured		
		
	Current	Renewal
Administrative Fee PEPM	\$3.48	\$3.58
Total Annual Admin Fee	\$23,594	\$24,272
Expected Annual Claims	\$454,909	\$401,621
Actual Annual Claims	\$378,888	
Employee Annual Deductions	\$135,554	\$135,554
County Net Cost	\$266,928	\$290,340
Expected Annual Cost Difference		\$23,411
		8.77%


- Actual claims are lower than anticipated
- Dental claims are expected to trend 6% annually

Bi-weekly Deductions (26 per year)				
	BASE		BUY UP	
Employee Only	113	2.71	69	6.74
Employee + Spouse	63	5.41	40	14.52
Employee + Children	33	5.14	27	14.25
Employee + Family	97	8.39	123	17.50
Combined Annual Deductions	\$135,554			

48 Waived Coverage

Summary of Benefits		
	BASE	BUY UP
Deductible (Individual / Family)	\$50 / \$150	\$50 / \$150
Preventive	100%	100%
Basic	80%	80%
Major	50%	50%
Annual Maximum Benefit	\$1,000	\$2,000
Fillings	80%	80%
Simple Extractions	80%	80%
Oral Surgery	80%	80%
Periodontics	80%	80%
Endodontics (Root Canals)	80%	80%
Crowns	50%	50%
Dentures / Bridges	50%	50%

Vision Summary

		Current Self - Insured	
			
Employees on coverage: 534		Current	Renewal
Admin Fee (PEPM)		\$1.79	\$1.79
Total Annual Admin		\$11,470.32	\$11,470.32
Annual Expected Claims		\$55,557.17	\$48,855.99
Actual Claims		\$47,433.00	
Total		\$58,903.32	\$60,326.31
Total Annual Fully Insured Premium			
Annual Employee Cost		\$33,254.26	\$33,254.26
County Expected Net Cost		\$25,649.06	\$27,072.05
		5.55%	
		Employee Deductions (26 per year)	
Employee Only	173	1.16	
Employee + Spouse	109	2.32	
Employee + Children	57	2.20	
Employee + Family	195	3.59	
74 Waived Coverage	534		
IN-NETWORK			
Routine Eye Exam		\$10 copay (every 12 months)	
Eyeglass Frames		\$130 allowance (every 24 months)	
Eyeglass Lenses			
Standard Plastic Single		\$20 copay	
Standard Plastic Bifocal		\$20 copay	
Standard Plastic Trifocal		\$20 copay (every 12 months)	
Contact Lenses			
Elective Conventional Lenses		\$130 allowance	
Elective Disposable Lenses		\$130 allowance (every 12 months)	
OUT-OF-NETWORK			
Routine Eye Exam		\$30 allowance	
Eyeglass Lenses		\$25 - \$55 allowance	
Contact Lenses - Elective		\$105 allowance	
Frames		\$45 allowance	

97 Waive

- Actual claims are lower than anticipated
- Vision claims are expected to trend 3% annually

Medical, Dental and Vision Deductions




MEDICAL		Current	% of cost paid by employee
Employee	180	\$30.33	9.19%
Employee + Spouse	101	\$85.59	12.89%
Employee + Child(ren)	69	\$78.06	12.63%
Employee + Family	208	\$133.32	14.00%
73 Waive			
	558	\$1,227,738	

DENTAL			
BASE PLAN		\$1,000 Annual Max	
Employee	113	\$2.71	10.47%
Employee + Spouse	63	\$5.41	11.87%
Employee + Child(ren)	33	\$5.14	8.98%
Employee + Family	97	\$8.39	10.30%
BUY UP PLAN		\$2,000 Annual Max	
Employee	69	\$6.74	
Employee + Spouse	40	\$14.52	
Employee + Child(ren)	27	\$14.25	
Employee + Family	123	\$17.50	
66 Waive			
	565	\$135,530	

VISION			
Employee	173	\$1.16	22.92%
Employee + Spouse	109	\$2.32	27.39%
Employee + Child(ren)	57	\$2.20	23.94%
Employee + Family	195	\$3.59	25.59%
97 Waive			
	534	\$33,254	




Annual Payroll Deductions	\$1,396,523
----------------------------------	--------------------

Critical Illness

	Current	Proposal	Proposal	
Critical Illness				
Employee Coverage Levels:	\$5,000 up to \$50,000	\$5,000 up to \$30,000	\$25,000	
Spouse Coverage Levels:	50% of employee	50% of employee	50% of employee	
Child(ren) Coverage Levels:	50% of Employee at no additional cost (0 - 26)	50% of Employee	50% of Employee	
Reduction Schedule:	No Age Reduction	No Age Reduction	No Age Reduction	
Wellness / Health Screening	\$50 / Calendar Year	\$50 / Calendar Year	\$50 / Calendar Year	
Covered Illnesses <i>(Percent Paid of Face Amount)</i>			Benefits Paid for Early identification and Early-stage diagnosis	
ALS	0%	100%	100%	
Alzheimer's Disease	0%	100%	50%	
Parkinson's Disease (Advanced)	0%	100%	50%	
Heart Attack	100%	100%	100%	
Stroke	100%	100%	100%	
Major Organ Transplant	100%	100%	100%	
Renal Failure (End Stage)	100%	100%	100%	
Internal Cancer	100%	100%	100%	
Coma	100%	100%	10%	
Severe Burns	100%	0%	0%	
Paralysis	100%	100%	100%	
Loss of Sight, Hearing or Speech	100%	100%	100% Loss of Hearing	
Additional 25% coverage	Coronary Artery Bypass Surgery, Non-Invasive Cancer	Coronary Artery Bypass Surgery, Non-Invasive Cancer, Skin Cancer \$250	50% - Lupus, Central nervous infection of the brain, MS, Huntington's Disease; 10% - Stem cell/bone marrow transplant, Acute Respiratory Distress Syndrome, Epilepsy, Rheumatoid Arthritis, Type 1 Diabetes	
Portable	Yes	Yes (main contract must remain in force)	Yes (main contract must remain in force)	
Monthly Premium				
Employee Monthly Cost:	<i>Uni-Tobacco Rates</i>	<i>Uni-Tobacco Rates</i>	<i>Non - Tobacco Rates</i>	<i>Tobacco Rates</i>
Age 18 - 24 / \$10,000	6.05	3.33	10.05	11.16
Age 25 - 29 / \$10,000	6.05	4.08	10.05	11.16
Age 30 - 34 / \$10,000	9.75	4.60	10.05	11.16
Age 35 - 39 / \$10,000	9.75	5.80	14.17	17.77
Age 40 - 44 / \$10,000	19.35	7.77	18.57	26.07
Age 45 - 49 / \$10,000	19.35	11.39	24.16	37.27
Age 50 - 54 / \$10,000	32.96	15.69	30.27	50.66
Age 55 - 59 / \$10,000	32.96	21.66	39.76	71.26
	No pre-ex condition exclusion	No pre-ex condition exclusion	Pre-ex condition applies for Late Entrants only	
	6 months re-occurrence benefit	Re-occurrence benefit - 30 day separation period If both conditions are Vascular or both are Cancer.	No reoccurrence limitations or separation periods	
	Issue Age Rates	Attained Age Rates	Issue Age Rates	

Accident Coverage

Current

			
Accident Insurance	24-Hour Coverage	24-Hour Coverage	24-Hour Coverage
Hospital Admission	\$1,000 (Once per covered accident)	\$1,500 (Once/accident within 90 days)	\$1,000
Hospital Confinement	\$300/Day (365 Day max per accident)	\$300/Day (365 Day max Lifetime) \$600/Day (30 days/accident; 365 days/lifetime)	\$300/Day (365 Day max)
Hospital Intensive Care	\$600/Day (30 Day max per accident)		\$600/Day (15 days/accident)
Accidental Death	\$50,000	\$50,000	\$50,000
Accidental Common Carrier Death	\$10,000	\$150,000	\$150,000
Wellness	\$50 / Calendar Year	\$50 / Calendar Year	\$50 / Calendar Year
Specific Injury Benefits:			
<u>Complete Fractures:</u>			
Hip/Thigh	\$3,000	\$3,000	\$3,000
Pelvis	\$2,400	\$2,700	\$2,400
Skull (Non - Depressed)	\$1,050	\$480	\$1,050
Leg	\$1,800	\$1,650	\$1,800
Hand/Foot/Ankle/Knee Cap	\$1,500	\$1,350	\$1,500
Shoulder Blade/Collar Bone	\$1,200	\$1,350	\$1,200
Lower Jaw	\$1,200	\$1,050	\$1,200
Facial Bones	\$900	\$480	\$900
Rib/Finger/Toe	\$240	\$240	\$250
<u>Complete Dislocation:</u>			
Hip	\$2,500	\$2,500	\$2,500
Knee	\$1,625	\$1,350	\$1,625
Shoulder	\$1,250	\$1,050	\$1,000
Foot/Ankle	\$1,000	\$1,050	\$1,250
Hand	\$875	\$480	\$875
Wrist	\$625	\$1,050	\$625
Finger/Toe	\$200	\$240	\$250
Monthly Premium			
Employee Only	\$16.27	\$12.35	\$13.00
Employee + Spouse	\$25.76	\$19.68	\$20.45
Employee + Child(ren)	\$32.52	\$20.81	\$24.92
Employee + Family	\$42.01	\$32.75	\$34.23

Recommendations

1. Accept the ACCG Anthem medical insurance offer and change insurance administrator and reinsurance from Trustmark/CIGNA to Anthem.
Rationale: Trustmark projected to increase \$1.7M. Changing to Anthem would keep expected increase at \$850K
2. Change pharmacy benefit manager to Veracity powered by ProCare at a projected savings to County of \$850K.
Rationale: Would keep county's net cost for medical insurance unchanged
3. Anthem is offering a \$75,000 universal credit fund which can be used to cover COBRA cost, FSA administrative cost and wellness initiatives
4. Change the voluntary group critical illness and accident plans from AFLAC to Anthem.
Rationale: Lower cost and automatic claim notification process
5. Change Flexible Spending Account (FSA) from Trustmark to Anthem.
Rationale: Medical, dental and vision claims integration to reduce manual filing of claim receipts

Walton County Water Department
Bid Proposal and Recommendation – Engineering Services – Water Tank and Pressure Zone

As approved by the BOC we solicited bids for Engineering Services for the design of a water tank and pressure zone for the Campton/Gratis area. We had two prequalified bidders. The bid were as follows:

Precision Planning, Inc	-	\$90,130.00
Keck & Wood, Inc.	-	\$97,000.00

Both bids included hydraulic assessment and preliminary engineering report, topographic survey and tank property plat, detailed design and permitting and bid phase assistance. Task 5 on the proposals was for Construction Phase Assistance which would include preparing construction record drawings as well as additional services. Keck & Wood broke this out to show \$3,000 in their \$97,000 for the drawings and then hourly charges for the additional services outside the bid with hourly rates comparable for both companies. Precision Planning did not break out the drawings and did not include a figure in their \$90,130 bid. They included as a part of their allowance for construction phase assistance which is based upon hourly rates. In verifying this with PPI they estimate that the drawing portion of the additional services would be less than \$3,000. A more accurate comparison of the bids would be \$90,130 for PPI and \$94,000 for Keck & Wood so that each bid includes the same items with hourly rates used for Construction Phase Assistance.

Based upon the scope and pricing we are recommending that the contract be awarded to Precision Planning, Inc.

Morris Jordan
Director

Walton County Water Department
Bid Proposal and Recommendation

As approved by the BOC we solicited bids for GIS Services for GPS location and mapping of meters, valves, pipes and hydrants for the water system. The proposals also included an inventory of the piping material going into and out of the meter as will be required by the new Lead and Copper Rule. We had 8 companies that submitted bids. Bids ranged from a low of \$274,049 to a high of \$1,018,824. The four low bids were within \$36,685 of each other with the three lowest being in a range from \$274,049 - \$293,214. The low bidder had a timetable of 16 weeks to complete the project.

Based upon the scope and pricing we are recommending that the contract be awarded to the low bidder which is Suburban Consulting Engineers, Inc. (SCE) for \$274,049.

Morris Jordan
Director

GPS LOCATION AND MAPPING FOR WALTON CO. WATER DEPT.

PROPOSALS RECEIVED:

Reconn Utility Services	\$515,515
TerraMark Land Surveying	\$497,020
Carter & Sloope Consulting Engineers	\$278,656
Surveying and Mapping, LLC	\$423,514
Suburban Consulting Engineers, Inc.	\$274,049
KCI Technologies, Inc.	\$310,734
Young Management and Consulting	\$293,214
Cypress Environmental Partners	\$1,018,824



**Proposal W.3 - Project Management Services –
Walton County Georgia – Fire Station No. 7
Replacement
April 29, 2022**

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 – Fire Station No. 7 – located at 2077 Nunnally Shoals Road, Good Hope, Georgia 30641 – W.3 - Project Management Services

Hereinafter referred to as the Project.

PROJECT UNDERSTANDING

Walton County, Georgia wishes to replace Fire Station No. 7 located at 2077 Nunnally Shoals Road, Good Hope, Georgia 30641. Project consists of a complete ground up new construction. Because this Fire Station was lost due to fire, timing is imperative. Therefore, APM is to assist Walton County by providing Project Management Services and using a Construction Management Design-Build Delivery method.

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. Total Duration of APM Services is 18 Months (May 03, 2022 – October 31, 2023)
2. APM recommends that a Design-Build process be utilized due to the fact that this is a time sensitive replacement of what was an operating facility.
3. APM to develop an RFP and oversee the evaluation and selection process seeking a Design Build Team for this project.
4. Walton County will provide space and access to printers and copiers for report generation and meetings with staff.
5. Walton County will assist in providing a Working Committee made up of Staff and others to participate in the review, evaluation of Design Build Teams providing submissions on said project.

Walton County Georgia – Fire Station No. 7 Replacement - Project Management Services

April 29, 2022

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6. Walton County will provide specific information related to the Design utilizing components of their previous prototypical Fire Station designs.
7. Walton County wishes for this project to be completed no later than 18 Months from the start of APM's services.

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

TASK A – DEVELOP & MANAGE FINANCIAL PROJECT DASHBOARD:

- A.1 Develop Dashboard.** APM, working with Walton County Director of Facilities will develop a specific Dashboard that meets the specific requirements for the Project. This Dashboard will take the overall project funding and break it down into sub elements that can be tied to specific vendors and contracts. It will include a monthly invoice / expenditure tracking system.
- A.2 Reports.** With Walton County's assistance, APM will develop specific reports as required to meet the needs of the Facilities Director, Department Director, and Finance Department. In addition, each reports generation and submission date on a monthly basis will be determined.
- A.3 Finance & Project Budget Reconciliation.** APM will require that all Invoices tied to the Project's Budget come to us for review prior to being paid. APM will monitor all contracts and fees tied to the Projects Budget line items. Once an Invoice is reviewed and ready for payment, APM will forward to the Department Director and Finance recommending so.

TASK 1.0 – REQUEST FOR PROPOSALS: as divided into Four Sub-Tasks:

- Sub Task 1.1 Draft RFP.
- Sub Task 1.2 Develop and manage proposal process.
- Sub Task 1.3 Manage interview and final evaluation of short-listed teams.
- Sub Task 1.4 Assist in presenting final recommendations and other required Walton County for Actions.

SUB-TASK 1.1 – DRAFT RFP: The following illustrates the sub tasks APM proposes under this task.

- 1.1.1 Walton County RFP Boiler Plates.** APM will work with Walton County Purchasing/Staff to review existing RFP Boiler plates as our starting point in the development of said documents.
- 1.1.2 Develop RFP for Design-Build Services.** APM, working with Walton County Staff, will develop a specific Request for Proposals for said services for the projects. This draft will be presented to the Staff for input and edits.
- 1.1.3 Finalize RFP for Design-Build Services.** APM, working with Walton County Staff, will finalize the Request for Proposals.

SUB-TASK 1.2 – DEVELOP & MANAGE PROPOSAL PROCESS:

- 1.2.1 Walton County Proposal & Interview Review Committee.** APM will assist Staff in identifying and organizing a Proposal Review Committee made up of members as designated by Staff. APM will manage

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this Committee throughout the process.

- 1.2.2 Identify Qualified Design-Build Firms or Teams.** APM will work with Staff to identify specific Design-Build Firms or Teams qualified to provide necessary services.
- 1.2.3 Pre- Proposal Meeting.** APM will host Pre-Proposal meeting. This meeting will be utilized to explain to qualified proposers the specifics scope of services being required and any initial design components the projects require.
- 1.2.4 Proposal Review and Short List Process management.** Once Proposals are received, APM will distribute to the Proposal & Interview Committee members with a timetable for their review.
- 1.2.5 Proposal review meeting (s).** APM will host meetings with the Proposal Review Committee to formally review each of the proposals received, and to develop a score for each. Once scored, the top Three Proposers (Short List) will be requested to enter the next phase of the process.

SUB-TASK 1.3 – MANAGE INTERVIEW AND FINAL EVALUATION OF SHORT-LISTED TEAMS:

- 1.3.1 Interviews of Short-Listed Teams:** If found necessary, APM will coordinate with each Short-Listed team and advise them of the specific requirements of their upcoming interview. APM will schedule both the Teams and Proposal & Interview Committee and coordinate all related tasks.
- 1.3.2 Interview:** APM will assist the Proposal & Interview Committee in preparation prior to interviews. APM will facilitate the Interviews themselves and assist the Committee and Shot Listed firms during each.
- 1.3.3 Compilation of Scores and Final Recommendations:** APM will compile the scores of each interviewed team and formulate a ranking for final consideration of the Committee. Once acceptance of the final ranking is achieved, APM will record and prepare for the final step in this process.
- 1.3.4 Construction Contract Negotiations:** APM will negotiate on behalf of the Owner with the Design-Builder when negotiation for added or deleted scope is necessary prior to award of contract. In addition, once authorization has been received from the appropriate authorities, APM will issue a Notice of Award to the Contractor and request all Insurance and Bonds to be provided for review.
- 1.3.5 Design-Build Contract (s):** APM will assist the Owner in the preparation of the Design-Build contract(s). Once the executed contract has been received back from the Design-Builder, APM will seek the proper signatures. Once the contract has been executed on behalf of the Owner, APM will issue a Notice to Proceed to assure a proper start of the Design-Build process.

SUB-TASK 1.4 – WALTON COUNTY BOARD ACTIONS:

- 1.4.1 Review of Scores and Rankings.** APM will, as determined necessary, present the final rankings and recommended Team to the Walton County leadership for review and consideration.

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- 1.4.2 Commissioners Action.** APM will, as determined necessary, present process followed, short listed teams, final rankings, and a recommended team for consideration by the Walton County Commissioners for Award.
- 1.4.3** The solicitation, evaluation, and selection of design-build proposals described above shall be governed in all respects by O.C.G.A. § 36-91-21(c).

TASK 2.0 - PROJECT DESIGN PHASE ACTIVITIES / SERVICES: as divided into the following Sub-Tasks:

2.0 DESIGN PHASE COORDINATION. APM will serve as the Owner's representative in coordination of the Design-Builder's activities and will provide leadership with respect to the implementation of design phase procedures by all parties. The Owner will make all related design decisions with the technical assistance of APM.

The below tasks will be accomplished to the best of their ability while maintaining the schedule.

- **Schematic Design:**
 - Presentation to and approval from the Owner on a proposed Schematic Design Report.
 - **Design Development:**
 - Presentation to and approval from the Owner on a proposed Design Development Report.
 - **Construction Documents:**
 - Presentation to and approval from the Owner on a proposed Construction Documents Report.
- 2.1 MONITOR DESIGN SCHEDULE.** APM will expedite the flow of information between the Owner, the Design-Builder, and other parties. APM will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.
- 2.2 DESIGN PROGRESS MEETINGS.** APM will conduct design progress meetings in conjunction with the Owner, Design-Build Team, and others found necessary. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and noted. APM will coordinate the Design-Builder's recording, transcribing, and distributing of minutes of these meetings to all attendees and all other appropriate parties.
- 2.3 COST MANAGEMENT PROCEDURES.** APM will implement and maintain cost management procedures throughout the Design phase.
- 2.4 LIMITED DESIGN REVIEW.** APM shall review the in-progress design documents for adherence to the design intent. This limited review will be provided at the Schematic Design Phase and all succeeding design phases. APM's comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, the performance of design reviews will not:
- Relieve the Design-Builder of its responsibility to provide sound design and properly prepare contract documents; and
 - Make APM in any way responsible for, liable for, or an insurer of the design and/or performance of the Design-Builder.

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- 2.5 CONSTRUCTABILITY REVIEW.** Subject to the preceding paragraph, APM will provide input to the Owner and Design-Build Team relative to value, sequencing of construction, duration of construction of various building methods, and constructability.
- 2.6 COORDINATION REVIEW.** APM will review the Design-Builder's 95% contract document submissions and provide written comments on the various disciplines, including architectural, structural, mechanical, electrical, and plumbing.
- 2.7 COORDINATE DESIGN COMMENTS.** APM will provide coordination between the Design-Builder and the Owner, to obtain the proper flow of information. APM will coordinate the design reviews at the Schematic Design, Design Development, 95% Construction Documents and 100% Construction Documents phases and will compile and expedite Owner's comments to the Design-Builder.
- 2.8 EXPEDITE AGENCY REVIEWING AND APPROVALS.** APM will oversee the Design-Builder's efforts in securing and transmitting appropriate documents to the various approving and / or permit agencies at the appropriate times.
- 2.9 DESIGN PHASE SCHEDULE.** APM will continuously monitor the design phase schedule and make reports to the Owner and Design-Builder. APM will advise the Design-Builder and Owner when potential or actual constraints to the schedule exist and make recommendations for corrective action.
- 2.10 COST ADJUSTMENT SESSIONS.** Should significant variance from the project budget be detected on the Schematic Design, Design Development, 95% CD or 100% CD Estimates, APM will conduct cost adjustment sessions with the Design-Builder and Owner. At the end of these sessions, APM, in conjunction with Owner, will request commitments from the Design-Builder for design adjustments to the documents.
- 2.11 VALUE ANALYSIS STUDY.** APM will participate in a value analysis study on major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service. This value analysis will be reviewed with the Owner, Design-Builder, and other appropriate parties.
- 2.12 TRADE-OFF STUDIES.** APM will participate in a cost comparative analysis on various construction components. The results of the trade-off studies will reviewed with the Owner, Design-Builder, and other appropriate parties.
- 2.13 VALUE ENGINEERING.** APM will participate in a Value Engineering Workshop on the Project as found necessary. The results of this effort will be reviewed with the Owner and Design-Builder.
- 2.14 COST MONITORING.** APM will monitor the cost of the design in each phase. APM will maintain dialogue with the Design-Builder and provide cost information at the project meetings.

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TASK 3.0 – PRE-CONSTRUCTION PHASE SERVICES:

During this Phase of Services, APM will interact with the Design-Build Team to ensure that their proposed designs meet with Walton County Project’s requirements and needs. It is through this process that a Guaranteed Maximum Price (GMP) is achieved for each Project.

- 3.1 DESIGN BUDGET DEVELOPMENT.** APM will review the Design-Builder’s Project Budget/Estimates at the end of each of their Design Phases or Schematic Design, Design Development, and Construction Documents. APM’s goal is to ensure alignment with Design-Builders Budget Estimates with Walton County’s Project Budgets. APM, along with Walton County Staff, will review and evaluate Designs to ensure for best operational and programmatic fit. All related decisions will be made in coordination with the Owner with the technical assistance of APM.
- 3.2 EXPEDITE EARLY GMP PACKAGES.** APM will coordinate with the Design-Builder to seek opportunities to expedite the construction process. These Early GMP Packages will require Walton County and the Design-Builder to:
- Come to Terms with an Overall GMP Budget.
 - Design-Builder to identify Early GMP Packages that benefit the Project’s schedule and build a process to complete design sign-off and Buy-out by necessary sub-contractors and vendors
 - Achieve Board Approval.
- 3.3 GMP EVALUATION.** Upon receipt of GMP, APM will assist the Owner in evaluating for completeness, full responsiveness, and price, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the award.
- 3.4 PRE-CONSTRUCTION CONFERENCE.** APM will conduct, in conjunction with the Owner, a pre-construction orientation conference for the benefit of the team. This conference will serve to orient the Design-Builder to the various reporting procedures and site rules prior to the commencement of actual construction.

TASK 4.0 - PROJECT CONSTRUCTION PHASE ACTIVITIES / SERVICES: as divided into Two Sub-Tasks:

- Sub Task 4.1 Administration of the Projects.
Sub Task 4.2 Project Completion / Close-out Services.

SUB-TASK 4.1 - ADMINISTRATION OF THE PROJECTS.

APM will provide contract administration as an agent and representative of Owner and to establish and implement coordination procedures between the Owner and Design-Builder.

- 4.1.1 CONTRACT ADMINISTRATION.** APM will administer the contract as provided in the General, Supplementary and Special Conditions of the contract for construction.
- 4.1.2 SUBMITTAL PROCEDURES.** APM will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary documentation. As the Owner's representative, APM will be the party through which change orders, payment requests, submittals and information will be processed from Design-Builder to

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the Owner and/or Owner to the Design-Builder.

- 4.1.3 JOB SITE MEETINGS.** APM will conduct periodic job-site progress meetings with the Design-Builder, conduct an overall coordination meeting with all team members, and will oversee the recording, transcribing and distribution of minutes by the Design-Builder to all attendees, the Owner, and all other appropriate parties.
- 4.1.4 COORDINATION OF TECHNICAL SPECIAL INSPECTIONS AND TESTING.** APM will coordinate the technical special inspections and testing provided by the Owner’s Material Testing Company and / or by the Design-Builder as part of their contract administration if so established. All technical special inspection reports will be in a format approved by APM and will be received by the APM and Design-Builder on a regular basis.
- 4.1.5 CONSTRUCTION OBSERVATION.** APM will make reasonable efforts to observe the progress of the Work and advise the Owner of any deviations, defects or deficiencies observed in the Work.
- APM's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.
 - These observations will not, however, cause APM to be responsible for those duties and responsibilities which belong to the Design-Builder, and which include, but are not limited to, the Design-Builder’s obligation to produce clear, accurate drawings and specifications and the responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
 - As outlined within this agreement, APM will provide periodic on-site inspection services.
- 4.1.6 NON-CONFORMING WORK.** APM will, in conjunction with the Design-Builder, make recommendations for corrective action on observed nonconforming work. APM will make recommendations to the Owner and Design-Builder in instances where APM observes work that, in its opinion, is defective or not in conformance with the Contract Documents.
- 4.1.7 EXERCISE OF CONTRACT PREROGATIVES.** When appropriate, APM will advise the Owner of any recommendations for exercising contract prerogatives, such as giving the Design-Builder notice to accelerate the progress when the schedule goals are in jeopardy due to Design-Builder failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- 4.1.8 PROJECT/CONSTRUCTION SCHEDULE.** Upon the transmission of a Notice of Award by Walton County to the successful Design-Builder, APM will review the Design-Builder's development of its detailed project/construction schedule within the framework of the submitted Preliminary Provisional Network.
- Using the critical path method, this schedule will have no activity duration greater than 14 calendar days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction.
 - APM will receive the detailed Schedule from the Design-Builder and distribute to the Owner and other appropriate parties.

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- 4.1.9 SCHEDULE OF VALUES.** APM will review and coordinate the Design-Builder’s reconciling of the Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.
- 4.1.10 CONSTRUCTION PROGRESS REVIEW.** APM will review the progress of construction with the Design-Builder, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.
- This review will reflect the Design-Builder's contractual progress and be the basis for the monthly progress payment to the Design-Builder.
 - This review will indicate to the Owner when notices to the Design-Builder for acceleration of the Work and Owner prerogatives are appropriate.
- 4.1.11 MONTHLY CONSTRUCTION SCHEDULE UPDATES.** APM will review the monthly construction schedule updates prepared by the Design-Builder. After an evaluation of the actual progress as observed by APM; schedule activities will then be assigned percentage-complete values in conjunction with the Design-Builder.
- The review will reflect actual progress as compared to schedule progress noting variances (if any) as negative float.
 - This review will also be the basis for determining implementation of certain Owner prerogatives concerning progress of the Project, when required.
- 4.1.12 MONTHLY DESIGN-BUILDER’S PAYMENT.** APM will coordinate with the Design-Builder a review of the monthly payment request and make recommendations pertaining to payment to each.
- This activity will be an integral part of the monthly progress review updates. However, if it should later be found that a Design-Builder has failed to comply with the provisions of its contract with the Owner in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Design-Builder.
 - By issuing a Certificate for Payment and by processing applications for payment, the APM shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Design-Builder has used the previous monies paid on account of the construction contract sum.
- 4.1.13 RECOVERY SCHEDULE.** APM shall enforce the, Supplementary and Special Conditions of the Contract where it pertains to the development of a Recovery Schedule by the Design-Builder.
- This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Design-Builder to recapture the lost time and complete the Work in accordance with the Completion Dates.
 - This Recovery Schedule will be distributed from the Design-Builder to APM, the Owner and other appropriate parties.

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- 4.1.14 CHANGE ORDER PROCESSING SYSTEM.** APM will establish and implement a Change Order processing system as set forth in the requirements of the Design-Build Contract.
- All requests for proposals will first be set forth in a letter by the Design-Builder outlining in detail the change and accompanied by technical drawings and specifications if necessary.
 - The request for proposal will be transmitted to the Design-Builder and a detailed breakdown of cost and time extension requested will be returned to APM from the Design-Builder for evaluation.
 - APM will make recommendations to the Owner prior to execution of change orders.
 - All change orders and requests for proposals will be tracked in the Design-Builder's COP log, which will be the basis for the Change Order report to the Owner. All Change Orders will be approved and executed following Walton County procedures.
- 4.1.15 EVALUATE PROPOSAL COST.** APM will evaluate the Design-Builder's Change Order Proposal (COP) cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.
- 4.1.16 NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** APM will negotiate change order costs and time extensions on behalf of the Owner when appropriate. APM will advise the Owner of acceptability of price and time extension prior to the execution of any change order.
- 4.1.17 FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Owner, APM will review the daily force account records provided by the Design-Builder or Owner to determine the actual worth and time required for the work.
- 4.1.18 EQUIPMENT INSTRUCTION MANUALS.** Unless otherwise directed by Walton County, APM will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.
- 4.1.19 AS-BUILT DOCUMENTS.** APM will perform coordination and expediting functions in connection with the Design-Builder's obligation to provide "as-built" documents.
- 4.1.20 TRAINING SESSIONS.** APM will coordinate with the Design-Builder to schedule training sessions for the Owner's maintenance and operational personnel and will assure that the Design-Builder's obligation in providing this training is fulfilled.
- 4.1.21 SUBSTANTIAL COMPLETION.** Upon Design-Builder's request, APM will determine the remaining work necessary for Substantial Completion and notify the Design-Builder and Owner of any observed deficiencies. When incomplete work or defective work has been remedied, APM will advise the Owner of acceptability of Project completeness and request the Design-Builder to prepare a Certificate of Substantial Completion for the Owner's consideration. In the event of remaining incomplete items, the APM will, upon the Owner's concurrence, issue Certificate of Substantial Completion with exceptions noted. A certificate of substantial completion shall not be issued without the concurrence of Owner.

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4.1.22 FINAL COMPLETION. APM will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Projects, make a report to the Owner which will indicate whether APM will find the work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the Design-Builder.

SUB-TASK 4.2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:

4.2.1 OCCUPANCY PERMIT. APM will coordinate the Design-Builder in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in Special Inspections testing and other necessary and reasonable activities.

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COMPENSATION

APM proposes to provide the above Scope of Services on a **Cost Not to Exceed** Basis as below:

TASK A & 1.0 – Develop Project Financial Dashboard and Manage RFP Process.

Projected Schedule (May 03 – July 05, 2022)

Fee = 60 Man-Hours x \$130 MH = **\$ 7,800.00****TASK 2.0 & 3.0 – Design & Pre-Construction Phase Management.**

Projected Schedule (July 06 – October 04, 2022 –Present GMP for Approval by Board)

Fee = 32 MHS per month x 3 = 96 MHS x \$130 = **\$12,480.00****TASK 4.0 – Project Construction Phase Management.**

Projected Schedule (October 05, 2022 – October 31, 2023) =

Fee = 32 MHS per month x 12 months = 384 MHS x \$130 = **\$49,920.00****TOTAL: \$70,200.00**

For any additional services approved by the Owner, the following 2022 hourly rates will apply:

Sr. Project Manager	\$130.00 MH
Project Manager	\$125.00 MH
Project Controls - Estimator	\$140.00 MH
Scheduler	\$145.00 MH

REIMBURSABLE COSTS (Budget)

Reimbursable costs, or expenses incurred in direct relationship to this project, and are included as part of the **Cost Not to Exceed Fees**. They include such items as, trips to Walton County Facilities for meetings or to the Project Site. They exclude long distance telephone and transmittals, printing, postage, and courier services.

Any Reimbursable scope not identified above is not included within the Cost Not to Exceed Fees listed above and shall be billed at 1.1 times actual cost incurred.

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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

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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.

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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.

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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.