

BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, July 06, 2021 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. ADOPTION OF AGENDA

2.1. Additions/Deletions

3. MEETING OPENING

- **3.1.** Pledge of Allegiance & Invocation
- **3.2.** Call to Order
- 3.3. Roll Call

4. PLANNING COMMISSION RECOMMENDATIONS

- 4.1. Denial of Z21040002— Rezone 10.467 acres from A1 to B2 for small concert hall/outdoor event center/Applicant: Angela McDowell/Owner: Superior Teleservice Group 376 Highway 11-Map/Parcel C1400021 District 4
- 4.2. Approval of CU21040008 Conditional Use for Guest House on 1.00 acre Applicant: Donna W Flaugher/Owners: John & Donna Flaugher 5415 McCullers Lane-Map/Parcel N028A006 District 2
- 4.3. Approval of CU21040012 Conditional Use for taxidermy business as a home based business Applicant Chad Foster/Owners: Chad & Angela Foster -1953 Piney Grove Rd-Map/Parcel C0600013E00 District 1
- 4.4. Approval of CU21050002 Conditional Use for Guest House on 2.45 acres Applicants/Owners: Jason & Christine Rivera 3705 McCullers Rd-Map/Parcel C0100015C00 District 2
- 4.5. Approval with Conditions Z21050001 Rezone 1.29 acres from R1 to B3 to be combined with the existing use of adjacent property Applicant: Stacey Britt/Owner: ML Hauling & Recovery LLC 2710 Lowry Rd-Map/Parcel C0610163L00 District 1

Conditions - Approval of Rezone with condition that site be conformed as to what the site plans says

- 4.6. Approval of Z21050004 Rezone 7.90 acres from A1 to B2 for mini storage units and reduce buffer Applicant: Scott Stiffler/Owner: Alan Bentley 5645 Hwy 20-Map/Parcel C0070006 District 2
- 4.7. Approval of CU21050003 for Summer Day Camp on 4,13 & 2.43 acres Applicants/Owners: Kevin & Shelley Shelnutt 5889 Center Hill Church Rd-Map/Parcel C0110108 & 336 Brook Hollow Lane-Map/Parcel N011F018 District 2

Recommendation of 20 summer/spring days and 10 fall/winter days

4.8. Amendment - OA21040011 Walton County Land Development Ordinance

5. PLANNING & DEVELOPMENT

5.1. Update to Comprehensive Plan for Walton County and Cities

6. ORDINANCE

- **6.1.** Proposed Noise Ordinance
- 7. ADMINISTRATIVE CONSENT AGENDA | All items listed below are voted on by the board in one motion unless otherwise specified by the Board
 - **7.1.** Approval of June 1, 2021 Meeting Minutes
 - 7.2. Contracts & Budgeted Purchases of \$5000 or Greater
 - **7.3.** Declaration of Surplus Property
 - 7.4. PI 0017112 GDOT Agreement Resolution Water Facilities Jack's Creek Road
 - 7.5. Contract Alcovy Leadership & Character Development Program Juvenile Ct.
 - 7.6. Walton Co. Water Charge Offs 2020-2021
 - 7.7. Contract Carter Watkins Associates Annex 1 Renovations
 - 7.8. Mauldin & Jenkins Operational Assessment Addendum
 - 7.9. Temporary Construction Easement Town of Between Pickleball Courts
 - **7.10.** Ratification of actions taken by WCWSA on 5/11/2021
 - 7.11. Approval of Film Permit Application and Fee Schedule

8. RESOLUTIONS

8.1. Resolution - Project Length Budget - Annex 1 Renovation and FY22 Budget Amendment

- **8.2.** FY22 Budget Amendment
- **8.3.** Resolution American Rescue Plan

9. HUMAN RESOURCES

9.1. Amendment and Resolution - Section 300 - Holiday Hours of Work - Walton County Civil Service Personnel Rules and Regulations

10. CONTRACTS

- 10.1. Land Purchase and Donation Agreement East Church Street Investment Property, LLC
- **10.2.** IGA Walnut Grove Sewerage Billing

11. ACCEPTANCE OF BIDS/PROPOSALS

- 11.1. Acceptance of Engineering Proposals Center Hill Church Road Water Transmission Main, North Loop Transmission Main Phase 1
- 11.2. Acceptance of Engineering Proposal Walton Grove Athletic Complex
- 11.3. Acceptance of Engineering Proposal Youth-Monroe Road @ Broadnax Mill Road Roundabout

12. APPOINTMENTS

- 12.1. Appointment Advantage Behavioral Health Systems
- 13. DISCUSSION
- 14. ANNOUNCEMENTS
- 15. EXECUTIVE SESSION
- 16. 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 Z21040002 Staff Analysis

Commission District: 4 - Bradford

Planning Commission Hearing Date: 05-06-2021 Board of Commissioners Hearing Date: 06-01-2021

Parcel ID: Map C1400021 Acreage: 10.467 acres

Applicant: Owner:

Angela McDowell Superior Teleservice Group

4492 Beacon Hill Drive, SW 191 East Hightower Trail Lilburn, Georgia 30047 Social Circle, Georgia 30025

Property Location: 376 Highway 11

Current Character Area: Neighborhood Residential

Current Zoning: A1

<u>Request</u>: Rezone 10.467 acres from A1 to B2 for outdoor event center (weddings, community festivals, and small theatrical & musical productions.)

Amphitheater/Stadium/Concert Hall (18)

- A. Walton County Board of Education schools are exempted from these use standards.
- A. A traffic study and Development of Regional Impact review application shall be completed as required in Appendix D and Article 8, Section 120 of this Ordinance. (Attractions and Recreational Facility with 1,600+ parking spaces or 6,000 seats.)
- C. All structures shall be located and all activities shall take place at least 100 feet from any property line adjacent to a residential zone or use.

D. A minimum buffer shall be required adjacent to any residential use or zone as required in Article 12.

<u>Site Analysis:</u> The 10.467 acre tract of land is located on 376 Highway 11 SW. The surrounding properties are zoned A1, A1 and B1.

Zoning History:

CU-01100007	Mao Lo	A-1 Church	C0140-21 pt	Approved
			Hwy 11 1,600 ft	
			N Whitney Road	
Z02050010	M.C.R. Properties	A-1 to R-1 Greenspace	C0140-21	Withdrawn
		P.U.D. Res Sub 63.48	376 Highway 11S	6/11/2002
CU04030016	Fellowship Baptist	Cond Use	C0140-21 spl	Approved
	Church	Church 12.949	Highway 11	

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

<u>Staff Comments:</u> All structures shall be located and all activities shall take place at least 100 feet from any property line adjacent to a residential zone or use.

Site plan shows 29 (12'x12') pergolas (4,176 sq ft); 100 (10'x6') pads (10,000 sq ft). Based on the total square footage of 14,176 sq ft., 660 parking spaces will be required.

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval.

Sheriffs' Department: This proposal will not impact the Walton County Sheriff's Office, however the use of Walton County Sheriff's Deputies for parking will be in an off duty status. The Walton County Sheriff's Office will respond to any calls for services. Highway 11 South is a state route depending on the amount of traffic may require assistance to leave the property safely.

<u>Water Authority:</u> This area is served by an existing 10" diameter water main along Highway 11. (static pressure: 85 psi, Estimated fire flow available: 900 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No comment received.

<u>Fire Code Specialist:</u> A fire hydrant shall be located within 500 ft. of any buildings and all buildings shall be constructed in compliance with state and local building and fire codes.

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

Development Inspector: No comment

DOT Comments: Will require GDOT coordination.

<u>Archaeological Information:</u> No comment received.

PC ACTION 5/6/2021:

 Rezone – Z21040002– Rezone 10.467 acres from A1 to B2 for small concert hall/outdoor event center (weddings, community festivals, and small theatrical & musical productions) Applicant: Angela McDowell/Owner: Superior Teleservice Group – Property located on 376 Highway 11-Map/Parcel C1400021 – District 4.

<u>Presentation</u> Angela McDowell represented the case. She wants to open an upscale outdoor event center. It would operate 3 days a week 9 months out of the year. There would be max 20 Theatrical & Musical concerts during the year. The rest of the time it would be used for Weddings and other outdoor events such as festivals. She stated that this is not a concert hall. The Theatrical area will not be seen and she has spoken with sound engineers to localize the sound so it does not disturb the neighborhood. She is aware of the concerns with the neighbors across the street with the entrance of the event center and having problems with traffic. She will always have an officer at all events to direct traffic. Ms. McDowell stated she has no intentions of bringing anything bad to the

area. Any concerts will be 3.5 hour long and on weekends only. She also stated that there will only be 300 cars max.

Timothy Kemp asked will all activities be outdoors. He stated that ½ mile away from him continental pipeline/production and the noise bothers him. He can understand why people are here with concerns. There is no ordinance for sound in our County.

Brad Bettis commented that the site plan says there will be 300 spaces for parking but the staff analyses shows 600 parking spaces required. Ms. McDowell stated she would limit the number of people for 300 parking spaces only.

Ms. McDowell stated that if you have been to Chastain Park you can barely hear the music until you are down in the park because of noise restriction developments. Brad Bettis asked about lighting. Ms. McDowell stated that the lighting will be down cased and not toward the street. Tim Hinton asked about the lighting for the parking area as well and Ms. McDowell stated yes it would be downward. Tim Hinton stated that the letter of intent does not state the hours of operation. Ms. McDowell said that there will be no sound after 10pm for all events. She stated that the County had regulations for time frame and Tim Hinton stated no the County does not have a noise ordinance that would regulate any events.

Michael Hornsby seller of the property who also still owns 65 acres of raw land beside this property spoke. He stated with the issue of sound its 1200' to the closest house. The traffic would increase but she will hire police to direct traffic. Mr. Hornsby stated that if the property was developed as a subdivision there could be 400 to 500 vehicles. He appreciates Ms. McDowell's dream.

Speaking: Larry Carnes who lives at 1077 Mill Run spoke in opposition to the rezone. He is 400-500ft off of Highway 11. He went up and down his subdivision and the subdivision beside him and down Whitney Road, no one is in favor of this rezone. He said that the sound will echo and travel through the woods. If its max 300 cars it could be 600-1200 people at any given time. He has concerns with everything being outside and with cars parked there that oil or trash would end up in Rocky Creek which dumps into the reservoir. He also has concerns with traffic and if they miss the entrance to the event center they will try to turn around in their private drive road which the County does not maintain. He asked the board to deny the rezone.

Peggy Malcom who lives on Wildwood Way asked if the parking area would be paved or dirt? Would there be any restrooms? She also stated that there is a historic cemetery down toward the creek which is a Slave Cemetery which she feels like would be destroyed if this was to be approved.

Jackie Cain who lives on Wildwood Lane had concerns about traffic issues and property values decreasing.

Angela McDowell came back for rebuttal to address the concerns. She stated hiring officers is just for safety. The 20 events are for concerts & Theatrical only

the other events will be weddings or festivals. The parking area will be paved and there will be restrooms on site. She is limiting it to 500 people and plans to add a building at a later date. There will be no trash left. She will have a company to help clean up the area. The cars will be parked on the paved area on side and will not be close to the creek.

<u>Recommendation</u> Brad Bettis made a motion to recommend denial as submitted with a second by John Pringle. The motion carried unanimously.

Rezone Application # Z21040002

Planning Comm. Meeting Date 5-6-2021 at 6:00PM held at WC Board of Comm. Meeting Room
Board of Comm Meeting Date 6-1-2W 1 at 6:00PM held at WC Historical Court House
You or your agent must be present at both meetings
Map/Parcel <u>C 140002</u>
Applicant Name/Address/Phone # Property Owner Name/Address/Phone
Angela Mc Dowell Superior Teleservice Group
4492 Beacon Hill Dr. SW 19 Fast Hightower Trail
Lilburn, Ga. 30047 Social Circle, Ga. 30025 (If more than one owner, attach Exhibit "A")
Phone # (404) 493-4828 Phone #
Location: 376 Highway Requested Zoning BQ Acreage 10,467
Existing Use of Property: Vacant
Existing Structures: No existing Structures.
Outdoor event center, which will be used to host weddings,
(April-Sept) Small theatrical musicals productions (Apr-at) and some holidays. The business will be clased, otherwise (Dec-Mar) Property is serviced by the following:
Public Water: Provider: Walton Carry Water Dept, Well:
Public Sewer: 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
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 Al Surrounding Zoning: North A2 South A1 A2 JB1 East Al West Al
Comprehensive Land Use
Commission District: 4-Brad ford Watershed: Hard Labor Creek TMP

I hereby withdraw the above application______Date__

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

<u>Provide written documentation addressing each of the standards listed below:</u>

1.	Existing uses and zoning of nearby property; A1, A2 and B1.
2.	The extent to which property values are diminished by the particular zoning restrictions; This facility will increase the property
	Zoning of nearby properties. There is currently a few properties already zoned BI which is in relation to the rezoning of B2, which I'm requesting.
3.	The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
	There will be no destruction of property Values of any said plantiffs. There will also be no health or safety issues placed upon any plaintiffs, their morals and general welfare
4.	The relative gain to the public, as compared to the hardship imposed upon the individual property owner; If would be a gain. No hardship will be imposed upon the individual property owners.

5.	The suitability of the subject property for the zoned purposes; and
	The property grounds are currently suitable for the proposed rezoning, and will be further
	developed and enhanced once the rezoning is
	approved.
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

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant:	Angela McDowell		
Address:	4492 Beacon Hill Drive Lilburn, GA 30047	<u>e, SW</u>	
Telephone:	404-493-4828	•	
Location of Property:	376 Highway 11 South	1	
	Monroe, GA 30655		
Map/Parcel Number:	<u>C1400021</u>	Change zoning to B-2	[an] [n#
Current Zoning:	A1	Requested Zoning: No change in zoning. Requested Zoning: Onditional Use Pennit.	
Chan Sp	Janelius .		
Property Owner Signa	ature	Property Owner Signature	
Print Name! DICHAR		Print Name:	
191 East H Address: Social Circl	ightower Trail e, GA 30025	Address:	
Phone #: 863-660-0	553 DT OF ESSERVICE CORP,	Phone #:	
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Personally appeared b	efore me and who swea	rs	
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Notary Public	Date	10 % /C & T	
	1	GEORGIAN	

LETTER OF INTENT

March 1, 2021

Re: Letter of Intent

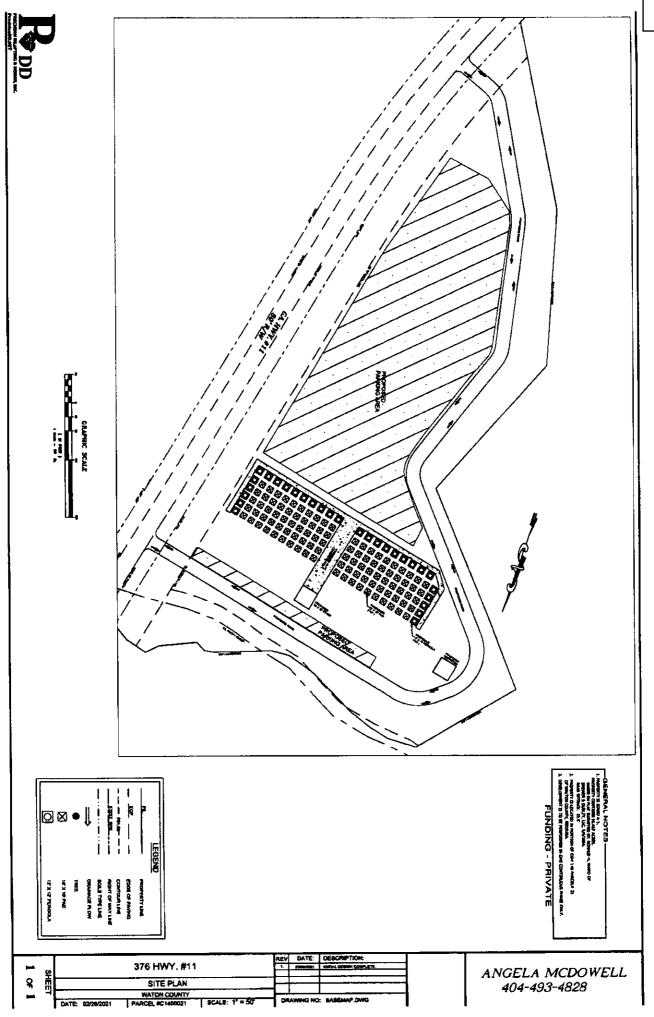
Dear Sir/Madam,

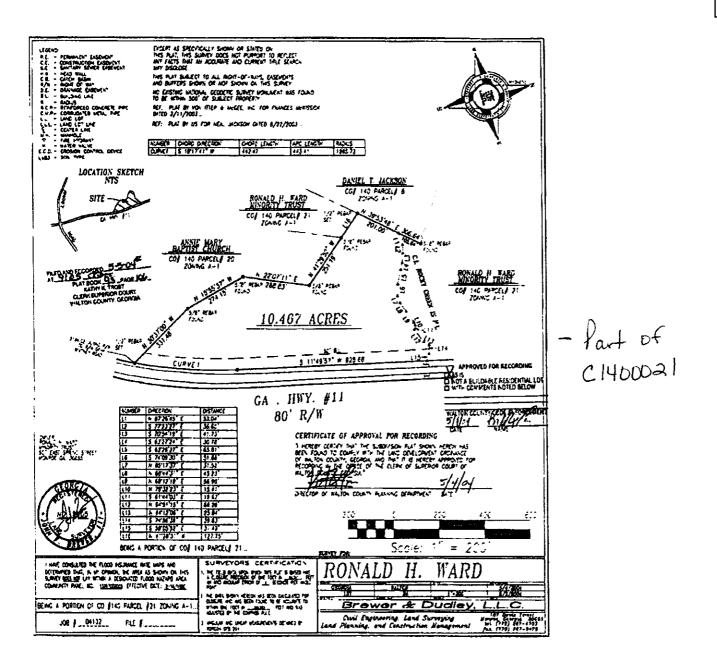
The purpose of the property at 376 Highway 11 South, Monroe, GA 30655 is to provide an upscale outdoor event center that will host elegant events, such as: weddings (April through September only), community festivals, (August through October only), and two to three small concerts/theatrical productions per designated months (May through October only). There will not be events held during November through February, with the exception of specific holidays. Also please note the following:

- There will never be any events that will interfere with church services in relation to noise levels and/or traffic being held on Sundays from the hours of 7:00 am to 1:00pm.
- Traffic will always be at a minimum, as there will only be 300 parking spaces at the venue.
- There will never be any interference or blockage of Wildwood Road, (twenty-two residence) located nearby, across the road from the event center. Though, their property do not touch the property of the proposed event center, I still want to be respectful of the homeowners.
- There will always be a <u>local sheriff or police officer</u> on duty to conduct traffic during all events.
- There will always be open lines of communication with the nearby neighborhoods and community to assure that the proposed event center, if approved for rezoning, is living up to the standards and/or rules and regulations for which it was approved for.

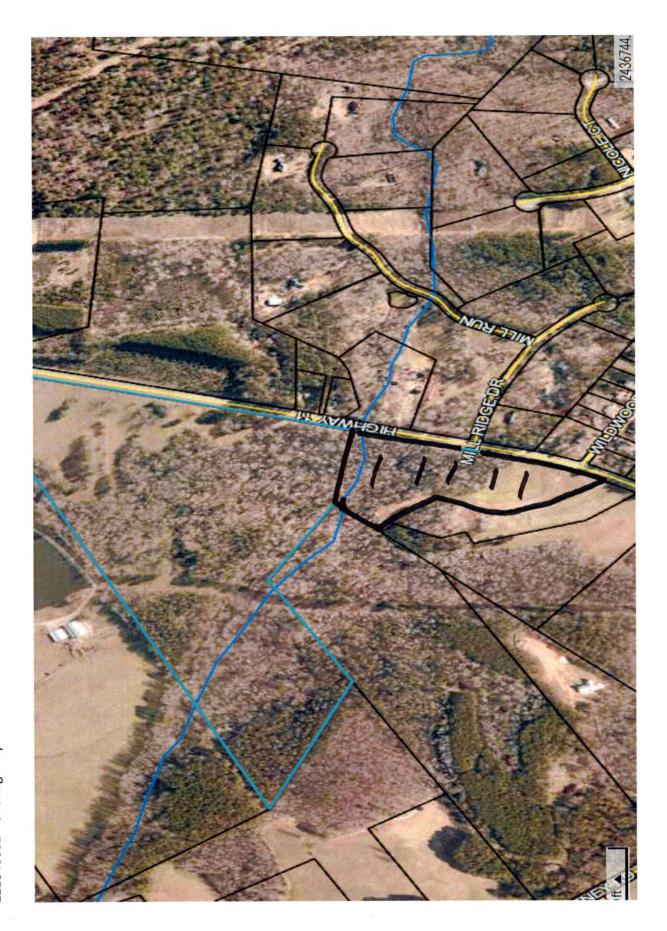
Please let me know if you need any additional details or information.

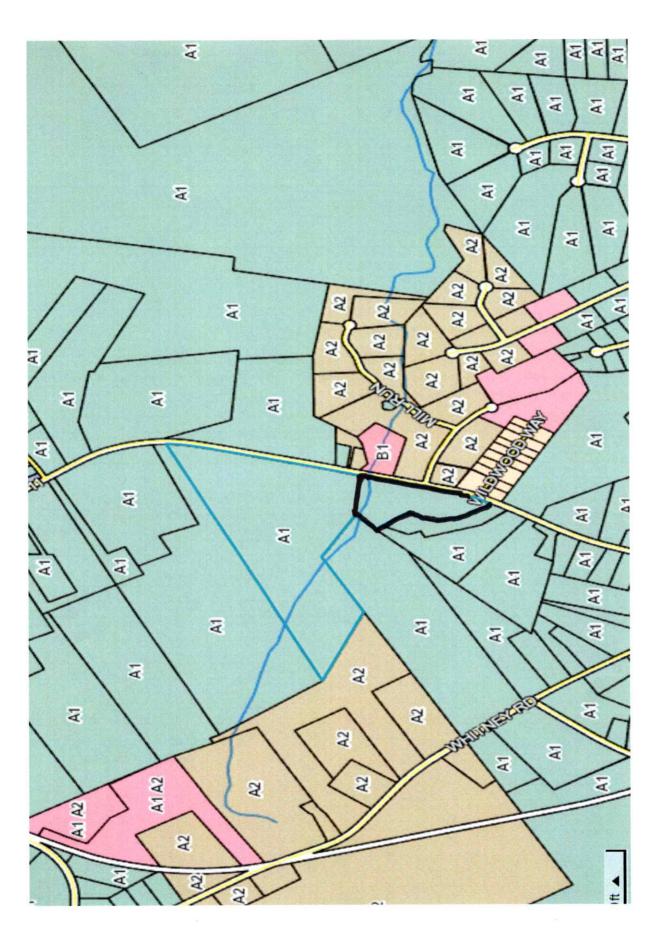
Regards, Angela McDowell











Z21040002 - 376 Highway 11

Letter Of Intent - 5/6/2021

Z21040002

Inbox

Angela McDowell

5:07 PM (0 minutes ago)

to me

Dear Sir/Madam,

The purpose of the property at 376 Highway 11 South, Monroe, GA 30655 is to provide an upscale outdoor event center that will host elegant events, such as: weddings (April through September only), community festivals, (August through October only), and two to three small concerts/theatrical productions per designated months (May through October only). There will not be events held during November through February, with the exception of specific holidays. Also please note the following:

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Traffic will always be at a minimum, as there will only be 300 parking spaces at the venue.

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There will always be a <u>local sheriff or police officer</u> on duty to conduct traffic during all events.

There will always be open lines of communication with the nearbyneighborhoods and community to assure that

the proposed event center, if approved for rezoning, is living up to the standards and/or rules and regulations for which it was approved for.

- The event center will only be open for 9mo. / year.
- There will only be a maximum of twenty (20) concerts & ten (10)

theatrical productions each year. Therefore, out of 365 days. The event center main purpose will not just serve as a concert hall, it will be an upscale place of business, that will host elegant events three (3) days a week maximum, for 9mo., out of each year.

Please let me know if you need any additional details or information.

Regards, Angela McDowell

Conditional Use CU21040008 Staff Analysis

Commission District: 2- Banks

Planning Commission Hearing Date: 06-03-2021 Board of Commissioners Hearing Date: 07-06-2021

Parcel ID: Map N028A006 Acreage: 1.00 acres

Applicant: Owners:

Donna W. Flaugher John A & Donna Wiseman Flaugher

5415 McCullers Lane 5415 McCullers Lane

Loganville, Georgia 30052 Loganville, Georgia 30052

Property Location: 5415 McCullers Lane

Current Character Area: Suburban

Current Zoning: R1

Request: Conditional Use for a Guest House for elderly parent.

<u>Site Analysis:</u> The 1.00 acre tract of land is located on 5415 McCullers Lane. The surrounding properties are zoned R1.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

Public Works: Has no issue with approval.

<u>Sheriffs' Department:</u> This will not impact the WCSO as long as used for intended purpose.

<u>Water Authority:</u> This area is served by an existing 6" diameter water main along McCullers Lane (static pressure: 40 psi, Estimated fire flow available: 1,000 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues.

Fire Code Specialist: None

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 6/3/2021:

Conditional Use – CU21040008– Conditional Use for Guest House on 1.00 acre – Applicant: Donna W Flaugher/Owners: John & Donna Flaugher – Property located on 5415 McCullers Lane-Map/Parcel N028A006 – District 2.

<u>Presentation:</u> Donna & John Flaugher represented the case. They want to build a guest house for his mother. Mr. Flaugher asked the board about increasing the size to 900sqft to make level with existing garage.

Speaking: None

Recommendation: Pete Myers made a motion to recommend approval and increase from 800sqft to 900sqft with a second by John Pringle. The motion carried unanimously.

GUEST HOUSE REGULATIONS

ARTICLE 5

GUEST HOUSE: An attached or detached accessory building that: provides living quarters for guests, may or may not contain a kitchen or cooking facility. Guesthouse shall never be used for rental or lease.

NAICS P	Principal Uses	Suppl. Reg	∢	A-1	A-2	7.	R-2	R-3	A-1 A-2 R-1 R-2 R-3 MHP OI B-1 B-2 B-3 TC	ō	B-1	B- 2	B-3	5	C MUB M-1 M-2	₹-7	₩-2
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Gue	Guest House, and	Yes				₹											
Care	Caretaker/Employee					acre											
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Guest House, Caretaker House (2)

Guest and Caretaker Houses are allowed by right in the A zoning, and as a conditional use in the A-1, A-2, B-2, B-3, TC, MUBP, M-1 and M-2 zonings and in R-1 properties that are one-acre in size or larger.

- A. The use must maintain a residential appearance and shall produce no impacts in appearance, noise, light, and traffic that are detrimental to adjacent properties.
- The size of the guesthouse, tenant house or caretaker house can be no more than 800 square feet. B
- C. The rental, lease, of a guesthouse, or the use of a guesthouse as a primary residence shall be prohibited.

Page 1 of 2 Pages

D. Specific Regulations for Residential Units: Units shall have the following additional requirements:

- a. A Guest House is an accessory to a primary residence.
- A minimum roof pitch of 5:12, which means having a pitch equal to at least (5) inches of vertical height provided by the Ordinance with the same roof pitch as that allowed by the previous building permit. obtained prior to the adoption of the Ordinance may be extended, enlarged or repaired as otherwise for every twelve (12) inches of horizontal run. Any dwelling unit for which a building permit was
- shingles, standing seam (non-corrugated tin or steel), clay tiles, slate, or similar materials approved by the All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or Director. ပ
- aluminum or vinyl, covered or painted, but in no case exceeding the reflectivity of gloss white paint. Exterior materials shall consist of brick, masonry, or stone, or siding consisting of wood, hardboard,
- The dwelling shall be placed on a permanent foundation, which meets the requirements of the IRC Building Code. G.
- All residential structures shall have a minimum 4 ft. by 4 ft. front porch, patio or deck and a minimum 6 The structure shall meet the requirements of the IRC Building Code. ft. by 8 ft. rear porch. Ŧ.

I hereby acknowledge receipt of the regulations for a Guest House. If my application is approved I will abide by all regulations.

SIGNED:

VTE: 4-19-2

Page 2 of 2 Pages

1/2020

Item 4.2.

Exhibit "A" Conditional Use Application # CU210 40008

Please Type or Print Legibly Map/Parcel NOS8ADDO Applicant Name/Address/Phone # Property Owner Name/Address/Phone Donna W. Flaugher Phone # 804-921-6356 Phone # 804-921-6356 Location 6B MCGullers Acres Present Zoning KI Acreage / Existing Use of Property: Residential Existing Structures: 1 Stopy Ranch, Deathacked garage Property is serviced by: Public Water: V Provider: WCWD Well: WIA Public Sewer: Provider: NIA The purpose of this conditional use is: Trest House 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 Fee Paid Public Notice sign will be placed and removed by P&D Office Signs will not be removed until after Board of Commissioners meeting Office Use Only: Surrounding Zoning: North East Existing Zoning Comprehensive Land Use: . Commission District: 2- Banks Watershed: Big

Conditional Use Application # CU21040008

Planning Comm. Meeting Date 43 2021 at 6:00PM held at WC Board of Comm. Meeting Room

Board of Comm Meeting Date 76 2021 at 6:00PM held at WC Historical Court House

You or a representative must be present at both meetings

Please Type or Print Legibly Map/Parcel No28A006 Applicant Name/Address/Phone # Property Owner Name/Address/Phone Loganville Phone # 678-894-6963 Phone # 678 - 894 - 6963 Location GB McCullers Acres Present Zoning K / Existing Use of Property: Residenta Existing Structures: 1 Story Kanch, Deattached Property is serviced by: Public Water: Provider: Public Sewer: Provider: N/A The purpose of this conditional use is: 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. Fee Paid Public Notice sign will be placed and removed by P&D Office Signs will not be removed until after Board of Commissioners meeting Office Use Only: Existing Zoning Surrounding Zoning: North South Comprehensive Land Use: . Watershed:

I hereby withdraw the above application	n{	Date:
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Standard Review Questions: 5415 mcCullers Lane

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

Conditional Use Permit Criteria

- Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.
- 2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.
- Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.
- 4. Public facilities and utilities are capable of adequately serving the proposed use.
- 5. The proposed use will not adversely affect the level of property values or general character of the area.

Answers!

1. It will be compliant.

2. Yes-it will not be.

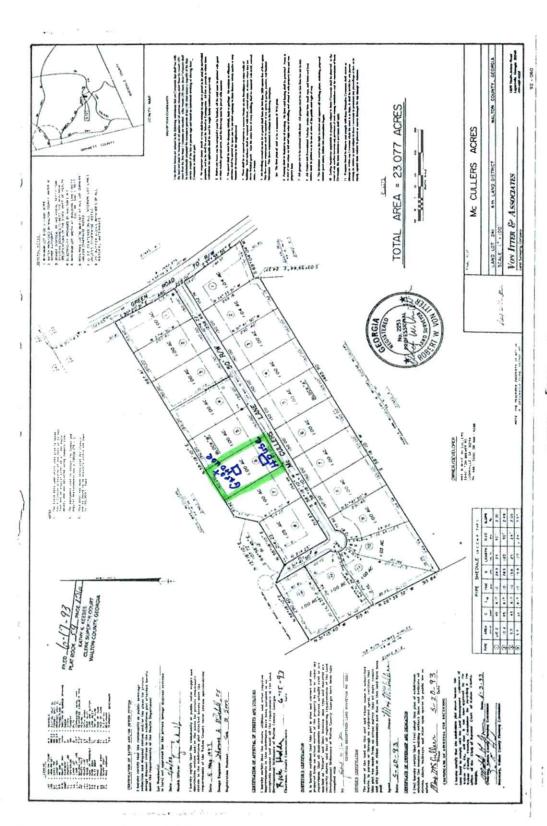
3. NIA

4. Yes

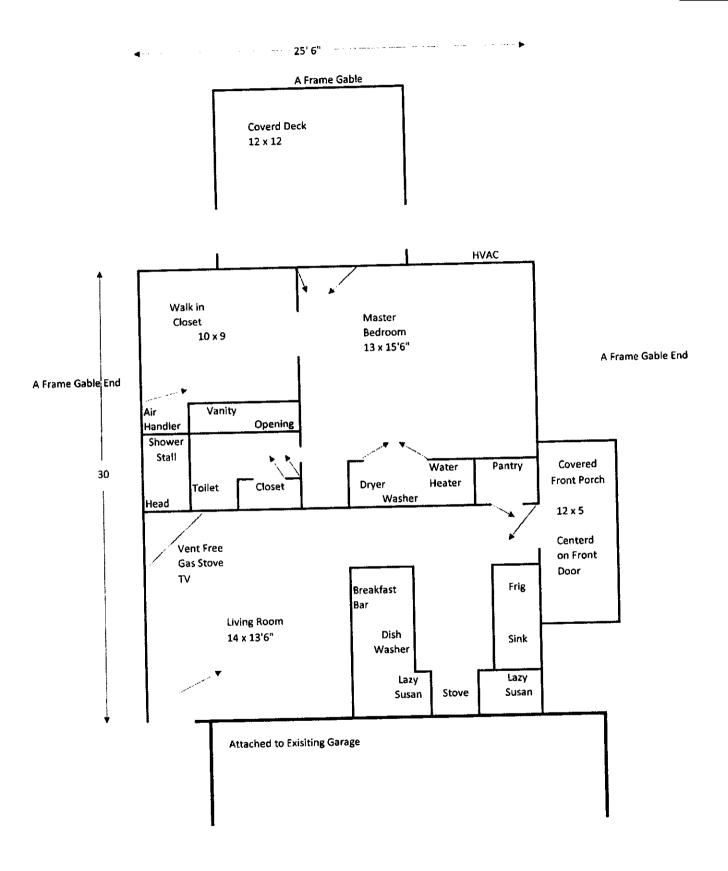
5. It would not.

1





RECORDED: MAIN 19 19 KATHY K KEESEN, CLERK



Letter of Intent 5415 McCullers Lane Loganville, GA 30052

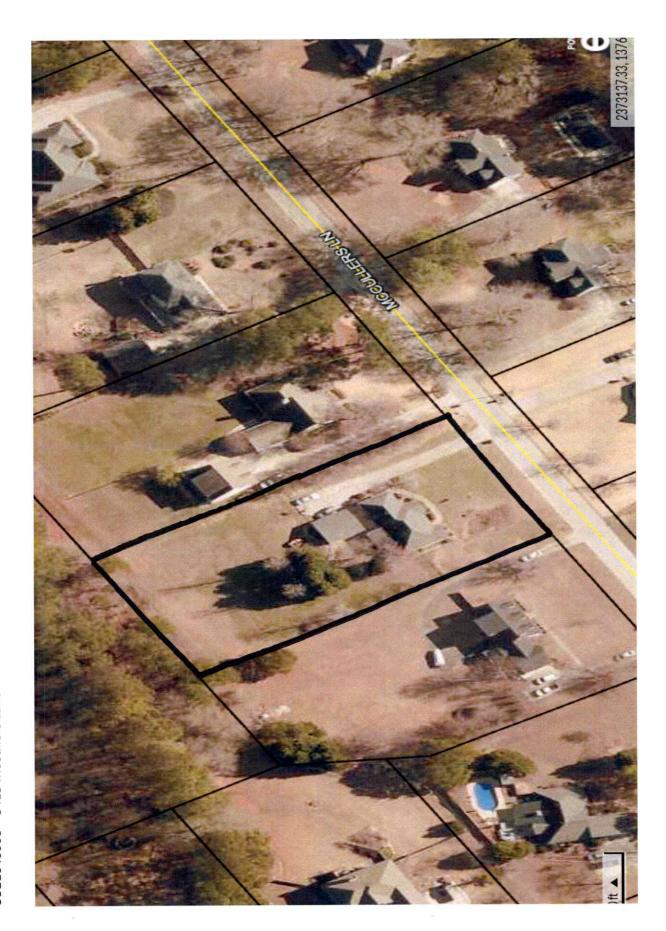
We are requesting to build a Guest House for my mother. She currently lives in the mountains in Bluefield, VA and wants to be with us, as we are all she has left. We have an acre and have discussed this with our neighbors, and they have approved our plans.

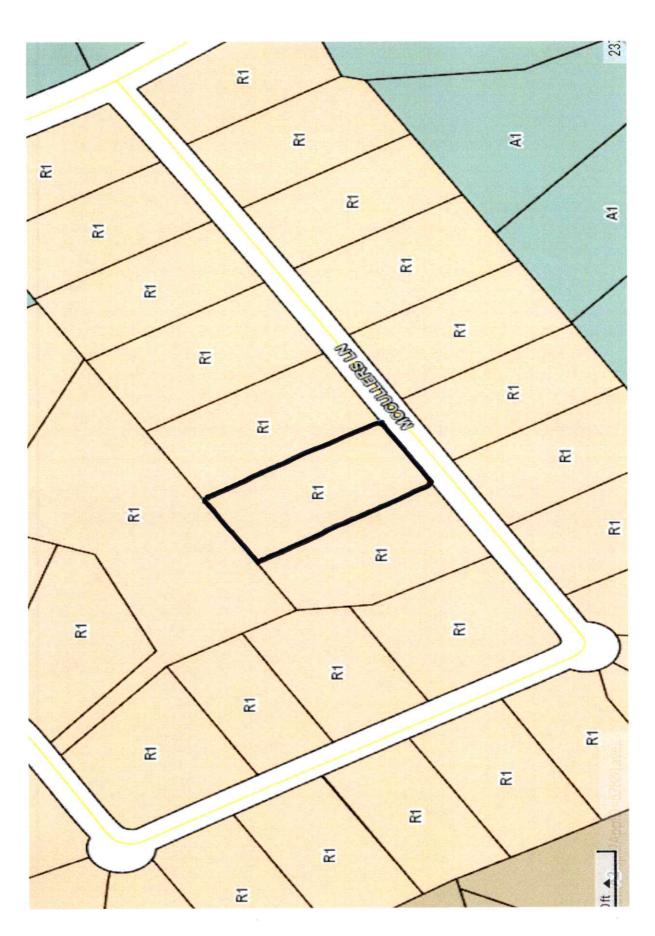
The Guest House will be a "Mother-In-Law Suite" that she will reside in as she wants her own space.

The Guest House will be built to be respectful and presentable to match our house on the property.

Date







CU21040008 – 5415 McCullers Lane

Conditional Use CU21040012 Staff Analysis

Commission District: 1-Warren

Planning Commission Hearing Date: 06-03-2021 Board of Commissioners Hearing Date: 07-06-2021

Acreage: 2.00 acres Parcel ID: Map C0600013E00

Applicant:

Owners:

Chad R Foster

Chad & Angela Foster

1953 Piney Grove Road

1953 Piney Grove Road

Loganville, Georgia 30052

Loganville, Georgia 30052

Property Location:

1953 Piney Grove Road

Current Character Area: Suburban

Current Zoning: A1

Request: Conditional Use for a taxidermy business as a home based business.

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	мнр	OI	B1	B2	В3	тс	MUBP	M1	M2
711511	Taxidermist, Independent		С	С	С						Р	Р	Р			Р	Р

Site Analysis: The 2.00 acre tract of land is located on 1953 Piney Grove Road. The surrounding properties are zoned A1 and R1.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

<u>Public Works:</u> Has no issue with approval.

Sheriffs' Department: This will not impact the WCSO.

<u>Water Authority:</u> This area is served by a 8" water main along Piney Grove Rd. (static pressure: 70 psi, Estimated fire flow available: 1,700 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues.

Fire Code Specialist: None

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

Development Inspector: No comment received

<u>DOT Comments:</u> Will not require GDOT coordination.

<u>Archaeological Information:</u> No comment received

PC ACTION 6/3/2021:

 Conditional Use – CU21040012– Conditional Use for taxidermy business as a home based business – Applicant: Chad Foster/Owners: Chad & Angela Foster – Property located on 1953 Piney Grove Rd-Map/Parcel C0600013E00 – District 1.

<u>Presentation:</u> Chad Foster represented the case. He wants to have a small taxidermy business as a home based business.

Speaking: None

<u>Recommendation:</u> Josh Ferguson made a motion to recommend approval as submitted with a second by John Pringle. The motion carried unanimously.

Conditional Use Application # C L 21040012

Item 4.3.

Planning Comm. Meeting Date 432021 at 6:00PM held at WC Board of Comm. Meeting Room - 3rd Floor
Board of Comm Meeting Date 76200PM held at WC Historical Court House You or a representative must be present at both meetings

Please Type or Print Legibly

Flease Type of Fillit Legibly
Map/Parcel_ <u>C0600013E00</u>
Applicant Name/Address/Phone # Property Owner Name/Address/Phone
Chal R Foster Angela D Foster
1953 Piny Grove Rd.
Loganille Ger 30052 (If More than one owner, attach Exhibit "A")
Phone # 706 631 0469 Phone # 170314 8329
Location 1953 finy Grove Rd. Present Zoning Al Acreage 2.00
Existing Use of Property: Lexidence
Existing Structures: House, 3 Strage Buildings
Property is serviced by:
Public Water: X Provider: Walton County Well:
Public Sewer: Provider: Septic Tank:
The purpose of this conditional use is: Open a Taxiding Briness
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. 4 21 21 \$ 250
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 A South West A West A
Comprehensive Land Use:
Commission District: 1- Warren Watershed: Alcovy River

I hereby withdraw the above application______ Date:_____

Standard Review Questions:

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

Conditional Use Permit Criteria

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

Everything done will be done inside of a building.

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

No

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

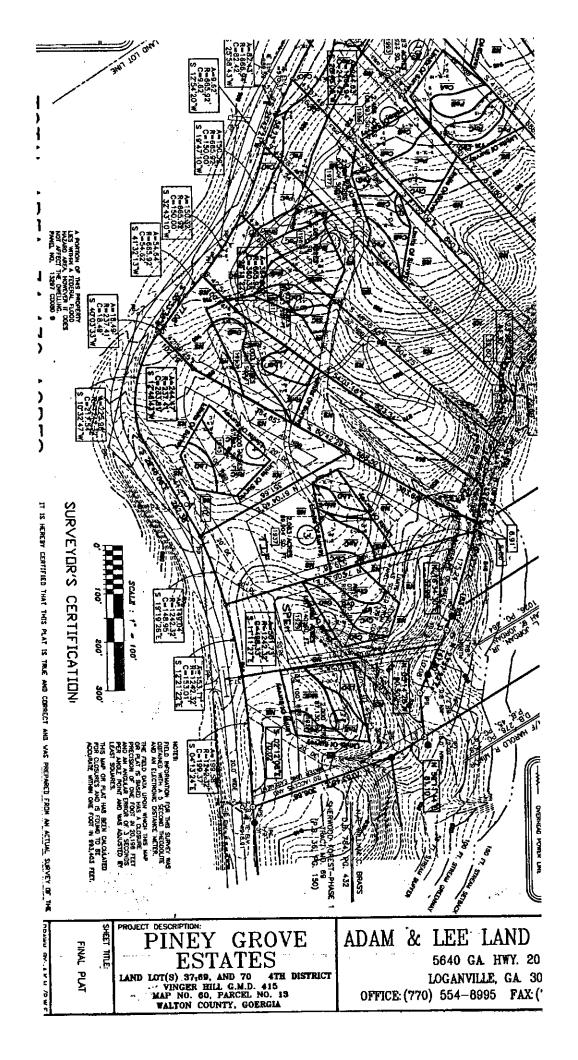
No.

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

There will not be facilities spen to anyone except residents.

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

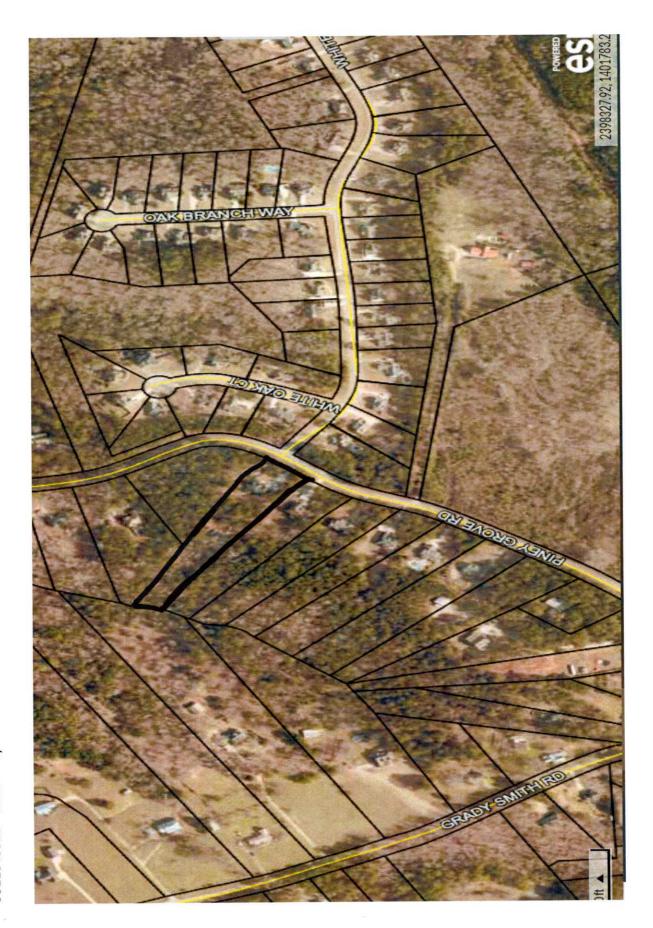
No. It will not be



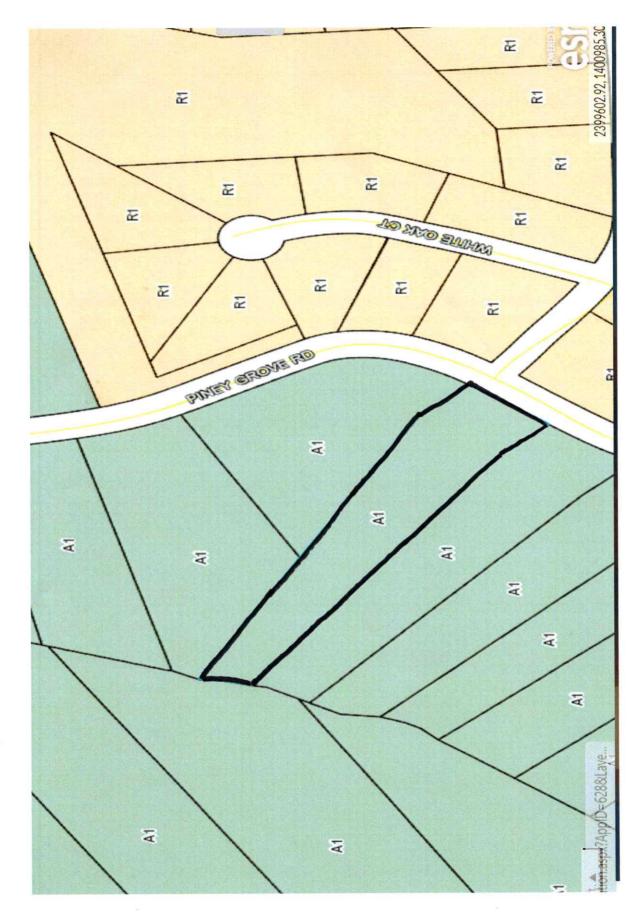
My intent is to have a business where I can make a decent living. Due to being a new business, I realize that business (income) will be slow the first few years, while I establish a relationship with customers. For this reason, I have decided to begin my business venture within my residence, to keep costs to a minimum.

Chad R. Foster

Chal R Fosto







CU21040012 - 1953 Piney Grove Road

CU21040012 – 1953 Piney Grove Road

Conditional Use CU21050002 Staff Analysis

Commission District: 2 - Banks

Planning Commission Hearing Date: 06-03-2021 Board of Commissioners Hearing Date: 07-06-2021

Parcel ID: Map C0100015C00 Acreage: 2.45 acres

Applicants/Owners:

Jason & Christine Rivera

3705 McCullers Road Loganville, Georgia 30052

Property Location: 3705 McCullers Road

Current Character Area: Suburban

Current Zoning: A1

Request: Conditional Use for Guest House for elderly parents.

<u>Site Analysis:</u> The 2.45 acre tract of land is located on 3705 McCullers Road. The surrounding properties are zoned A1.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

<u>Public Works:</u> Public Works would recommend if a secondary driveway is installed that it be property permitted and have a paved apron.

<u>Sheriffs' Department:</u> This will not impact the WCSO as long as used for intended purpose.

<u>Water Authority:</u> This area is served by a 8" water main along McCullers Rd. (static pressure: 60 psi, Estimated fire flow available: 1,700 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues.

Fire Code Specialist: None

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.

<u>Archaeological Information:</u> No comment received

PC ACTION 6/3/2021:

1. Conditional Use – CU21050002– Conditional Use for Guest House on 2.45 acres – Applicants/Owners: Jason & Christine Rivera – Property located on 3705 McCullers Rd-Map/Parcel C0100015C00 – District 2.

<u>Presentation:</u> Jason & Christine Rivera represented the case. They want to build a guest house for elderly parents to have them closer due to health issues. Mrs. Rivera asked about increasing it to 900sqft. Mr. Rivera stated the reason for the increase in size is that the guest house would have to be handicap accessible.

Pete Myers asked about the Public Works comments about the 2nd driveway. Mr. Rivera understood.

Speaking: None

Recommendation: Pete Myers made a motion to recommend approval and increase from 800sqft to 900sqft with a second by Wesley Sisk. The motion carried unanimously.

GUEST HOUSE REGULATIONS

ARTICLE !

GUEST HOUSE: An attached or detached accessory building that: provides living quarters for guests, may or may not contain a kitchen or cooking facility. Guesthouse shall never be used for rental or lease.

NAICS Code	Principal Uses	Suppl. Reg	٧	A1	A2	.	22	22	MHP	ō	26	82	B3	ည	TC MUBP	Ž	M2
						ပ											
	Guest House, and	Yes				₩.											
	Caretaker/Employee					Acre											
	Dwelling		Ъ	ပ	ပ	snld						ပ	ပ	Δ.	ပ	ပ	ပ

GUEST HOUSE, CARETAKER HOUSE (2)

Guest and Caretaker Houses are allowed by right in the A zoning, and as a conditional use in the A-1, A-2, B-2, B-3, TC, MUBP, M-1 and M-2 zonings and in R-1 properties that are one-acre or larger.

- A. The use must maintain a residential appearance and shall produce no impacts in appearance, noise, light, and traffic that are detrimental to adjacent properties.
- B. The size of the guesthouse, tenant house or caretaker house can be no more than 800 square feet.
- C. The rental or lease of a guesthouse shall be prohibited.

Page 1 of 2 Pages

- D. Specific Regulations for Residential Units: Units shall have the following additional requirements:
- a. A Guest House is an accessory to a primary residence.
- b. A minimum roof pitch of 5:12, which means having a pitch equal to at least (5) inches of vertical height provided by the Ordinance with the same roof pitch as that allowed by the previous building permit. obtained prior to the adoption of the Ordinance may be extended, enlarged or repaired as otherwise for every twelve (12) inches of horizontal run. Any dwelling unit for which a building permit was
- shingles, standing seam (non-corrugated tin or steel), clay tiles, slate, or similar materials approved by the All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or Director. ပ
- d. Exterior materials shall consist of brick, masonry, or stone, or siding consisting of wood, hardboard, aluminum or vinyl, covered or painted, but in no case exceeding the reflectivity of gloss white paint.
- The dwelling shall be placed on a permanent foundation, which meets the requirements of the IRC Building Code. نه
- f. All residential structures shall have a minimum 4 ft. by 4 ft. front porch, patio or deck and a minimum 6 ft. by 8 ft. rear porch. The structure shall meet the requirements of the IRC Building Code.

I hereby acknowledge receipt of the regulations for a Guest House. If my application is approved I will abide by all regulations.

E: 4.30-2021

Page 2 of 2 Pages

1/2020

Planning Comm. Meeting Date 43202) at 6:00PM held at WC Board of Comm. Meeting Room

Board of Comm Meeting Date 1/42021 at 6:00PM held at WC Historical Court House

You or a representative must be present at both meetings

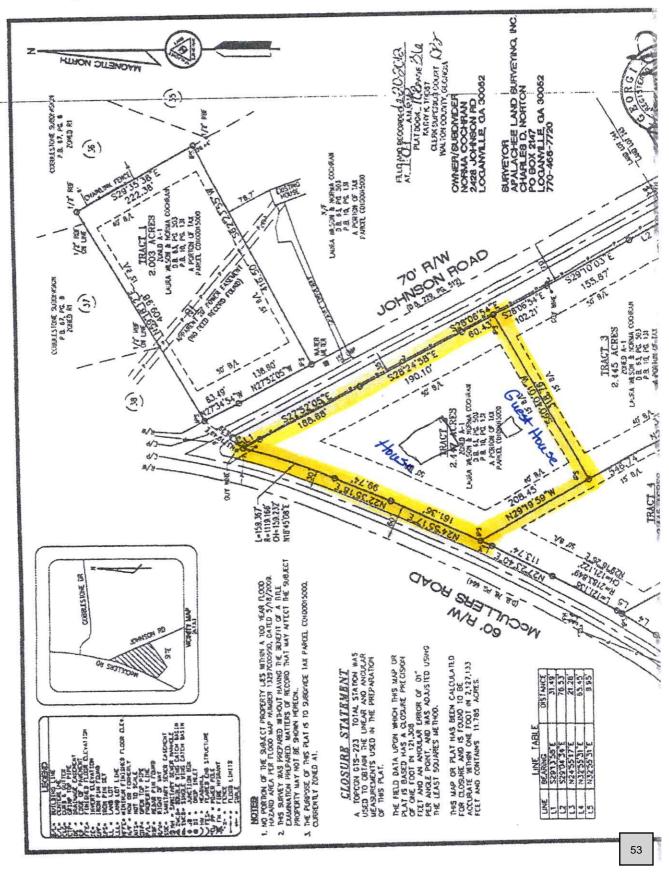
Please Type or Print Legibly
Map/Parcel
Applicant Name/Address/Phone # Property Owner Name/Address/Phone
Jason + Christine Rivera Jason & Christine Kivera
3705 MCullers Rd 3705 McCullers Rd
Loganville, GA 30052 Loganville, GA 30052 (If more than one owner attach Exhibit "A")
Phone # 678-410-1354 Phone # 678-410-1354
Location 3705 MCullers Rd Loganolle Present Zoning A1 Acreage 2.45
Existing Use of Property: Residence
Existing Ose of Property: Xest Gentle Existing Structures: Single Family Home Detached garage Shed
Property is serviced by:
Public Water: Provider: Walton Co. Water Well:
Public Sewer: Septic Tank:
parents to live on our property to be able to help them as needed.
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 Date Fee Paid
Public Notice sign will be placed and removed by P&D Office Signs will not be removed until after Board of Commissioners meeting
Office Use Only:
Existing Zoning H Surrounding Zoning: North A South A West A West A
Comprehensive Land Use: Suburban
Commission District: 2- Banks Watershed: Big Haynes - Watton W-P1

Standard Review Questions:

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

Conditional Use Permit Criteria

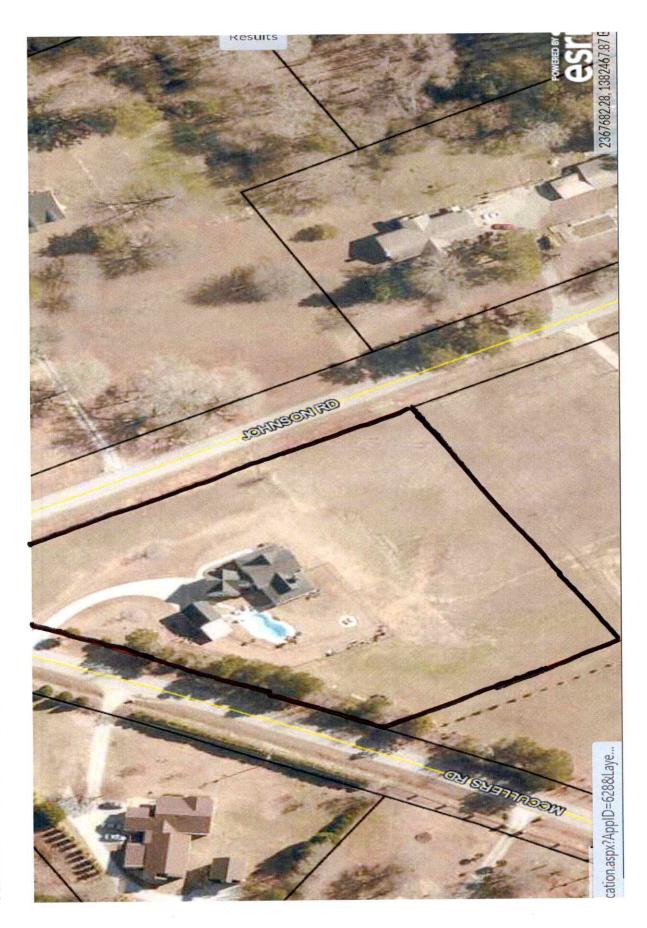
- 1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. $Q \in S$
- 2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. No
- 3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use. $\bigcup_{\ell \in \mathcal{S}}$
- 4. Public facilities and utilities are capable of adequately serving the proposed use. $y_{\ell, \zeta}$
- 5. The proposed use will not adversely affect the level of property values or general character of the area. N_0

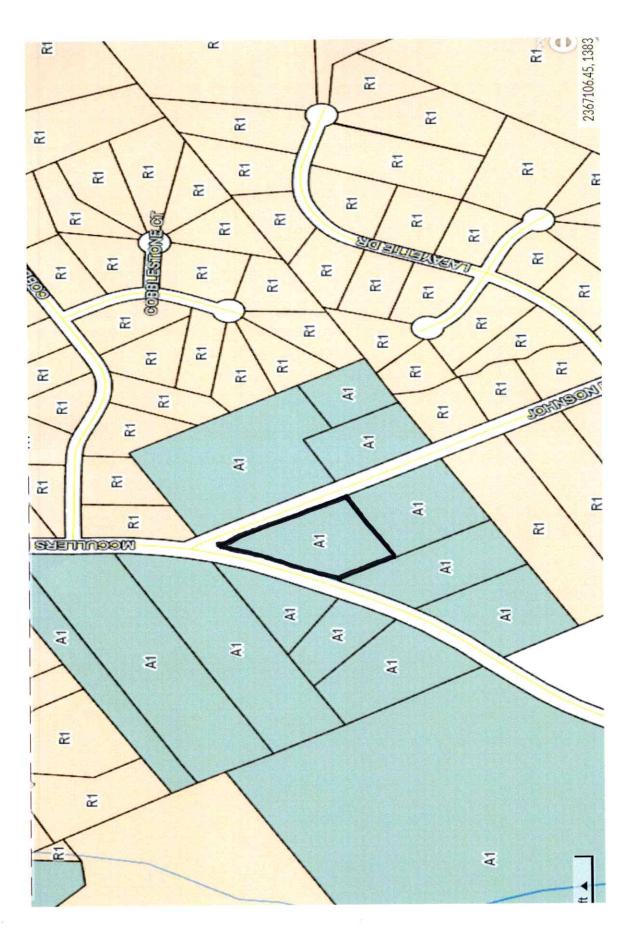


-

The state of the s	4-30-2021
	This questhouse intent is
	This guesthouse intent is for elderly parents to move into a be closer to us. We would like
	them closer so we can help them
	as needed at for them to also
	maintain their independence.
	Thank you,
	Jason Riveral Christine Cafici Rivera Christine Cofin Rivera
	Thurture Cefin Knera
The second secon	







CU21050002 - 3705 McCullers Road

CU21050002 - 3705 McCullers Road

Rezone Z21050001 Staff Analysis

Commission District: 1 - Warren

Planning Commission Hearing Date: 06-03-2021 Board of Commissioners Hearing Date: 07-06-2021

Parcel ID: Map C0610163L00 Acreage: 1.29 acres

Applicant: Owner:

Stacey Britt ML Hauling & Recovery LLC

2890 Highway 78 963 Cooper Road

Loganville, Georgia 30052 Grayson, Georgia 30017

Property Location: 2710 Lowry Road

Current Character Area: Suburban

Current Zoning: R1

Request: Rezone 1.29 acres from R1 to B3 to be combined with the existing use of adjacent property.

<u>Site Analysis:</u> The 1.29 acre tract of land is located on 2710 Lowry Rd. The surrounding properties are zoned B2, A2, M1 and R1.

Zoning History:

Z18010007	ML Hauling & Recovery LLC	B2 to R1 for personal residence for 1.29 acres and	C0610163K00 Lowery Road	Approved w/conditions
	Marty Lynn	B2 to M1 for 5 acres for		

	outside storage wood	
	processing	
Į.		

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

Staff Comments:

Comments and Recommendations from various Agencies:

<u>Public Works:</u> Public Works has no issue with approval.

Sheriffs' Department: Will not impact the WCSO.

<u>Water Authority:</u> This area is served by a 8" water main along Lowry Rd. (static pressure: 70 psi, Estimated fire flow available: 2,200 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues.

Fire Code Specialist: None

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.

<u>Archaeological Information:</u> No comment received

PC ACTION 6/3/2021:

 Rezone – Z21050001 – Rezone 1.29 acres from R1 to B3 to be combined with the existing use of adjacent property – Applicant: Stacey Britt/Owner: ML Hauling & Recovery LLC – Property located on 2710 Lowry Rd Rd-Map/Parcel C0610163L00 – District 1.

<u>Presentation:</u> Stacey Britt represented the case. He is requesting a rezone on 1.29 ac from R1 to B3 to combine with adjacent property. He would like to use this additional property to accommodate run-off and grading that was done on the adjoining parcel which he has purchased and be able to move the transitional buffer up hill on this property.

Speaking: None.

<u>Recommendation:</u> Josh Ferguson made a motion to recommend approval with conditions that the site be in conformance to site plan submitted with buffer & fence with a second by Pete Myers. The motion carried unanimously.

Item 4.5.

Rezone Application # Z2 5000 | Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Dateat 6:00PM held at WC Board of Comm. Meeting Room
Board of Comm Meeting Date 7/6/2021 at 6:00PM held at WC Historical Court House
You or your agent must be present at both meetings
Map/Parcel <u>C0610163L00</u>
Applicant Name/Address/Phone # Property Owner Name/Address/Phone STACEY Britt MARty Lynn Marty Lynn
2890 Hwy 78 963 Cooper Rd.
E-mail address: WSB 4200@ Add. Com (If more than one owner, attach Exhibit "A")
Phone # 770-318-9809 Phone # 678-300-0641
Location: 2710 Lowry Rd. Requested Zoning B-3 Acreage 1.29 Existing Use of Property: VACANT
Existing Structures: NONE
The purpose of this rezone is Rezone property B-3 to
Be combined with existing use of Adjuncent
property
Property is serviced by the following:
Public Water: VAIton 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 Statements Stateme
Signature Date Fee Paid
Public Notice sign will be placed and removed by P&D Office Signs will not be removed until after Board of Commissioners meeting
Office Use Only:
Existing Zoning Surrounding Zoning: North Da South West West
Comprehensive Land Use: DRI Required? YN
Commission District:

I hereby withdraw the above application______Date_____

AUTHORIZATION BY PROPERTY OWNER

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

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

6	
Name of Applicant: 57Aceq	
Address: 280 thry	78 Loganville, Gr 30052
Telephone: 770 - 310	
Location of Property:	
2710 Lo	ury Rd. Morroe, GA.
Map/Parcel Number: CO6/0/63Lo	00
Current Zoning: R-1	Requested Zoning: 3-3
Current Zoning: R-1 Property Owner Signature	
Property wner Signature	Property Owner Signature
Print Name: Mkety Lynd	Print Name:
	Address:
Address: 963 Cooper Ld. Genson, Co. 30017 Phone #: 678-300-0641	Phone #:

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

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

<u>Provide written documentation addressing each of the standards</u> <u>listed below:</u>

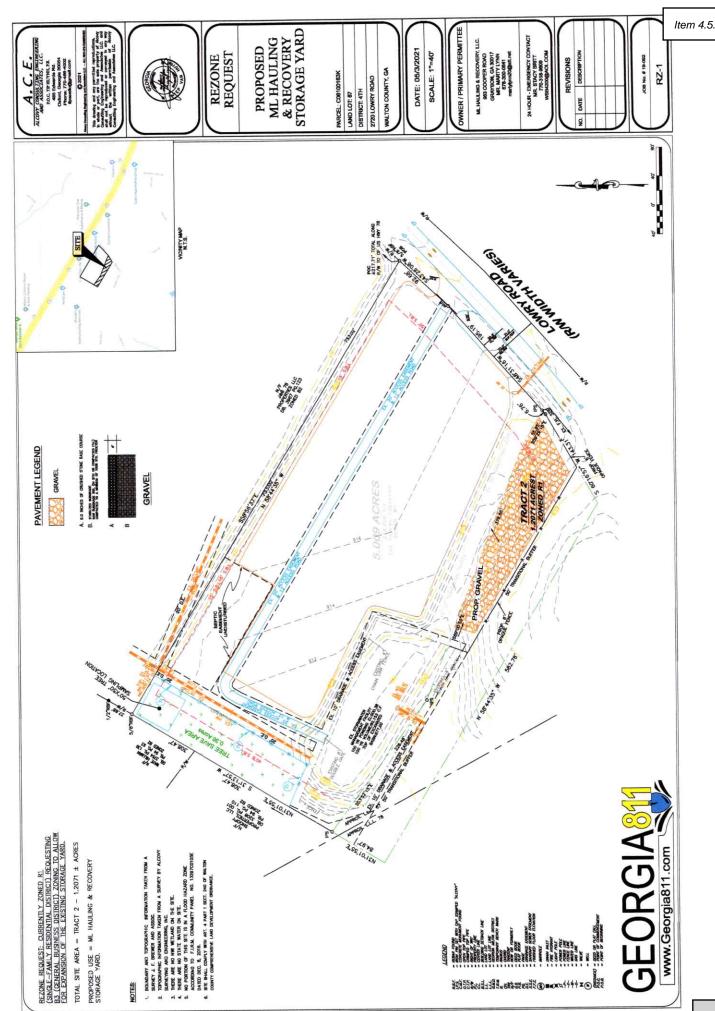
	nt to which property values are diminished by the pastrictions;
	NONE
The exte	nt to which the destruction of property values of the paths the health, safety, morals or general welfare of the publ
1	NONE
	NONE
	NONE
	tive gain to the public, as compared to the hardship in
	tive gain to the public, as compared to the hardship is individual property owner;

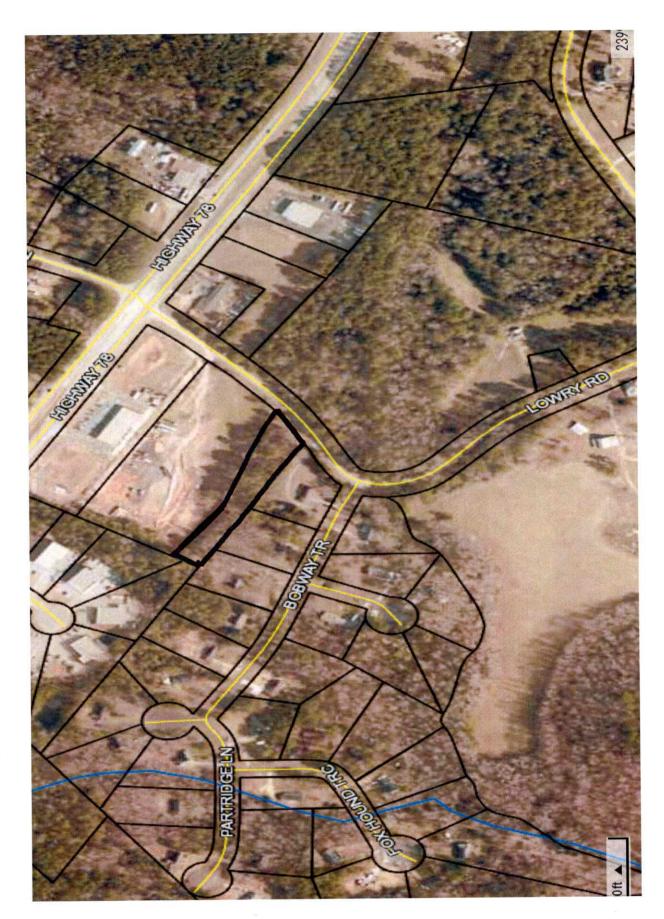
	LONG NARROW PROPERTY NOT
_	
	e length of time the property has been vacant as zoned, considered
the	context of land development in the area in the vicinity of the proper

Letter of Intent

I'm Requesting to Rezone proporty at 2710 Lowny Rd Monroe, Ga to B-3 in order to Be ABK to pipe And level ditch that's on Adjacent proporty that is Currently zoned M-1

Thanks St Bett







Z21050001 - 2710 Lowry Road

Rezone Z21050004 Staff Analysis

Commission District: 2 - Banks

Planning Commission Hearing Date: 06-03-2021 Board of Commissioners Hearing Date: 07-06-2021

Parcel ID: Map C0070006 Acreage: 7.90

Applicant:

Owner:

Scott Stiffler

Alan Bentley

602 W Pine Street

3600 Pointer Road

Baraboo, WI 53913

Loganville, Georgia 30052

Property Location:

5645 Highway 20

Current Character Area:

Highway Corridor

Current Zoning: A1

h.

Request: Rezone 7.90 acres from A1 to B2 for mini storage units and reduce transitional buffer.

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	МНР	OI	B1	B2	В3	тс	MUBP	M1	M2
	Mini- warehouses																
493110	and Self- Storage Units											Р				Р	Р

Staff Comments/Concerns:

<u>Site Analysis:</u> The 7.90 acre tract is located on 5645 Highway 20. The surrounding properties are zoned A1, B2 and B3.

Zoning History: No History

Character Area: The character area for this property is Highway Corridor.

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval.

<u>Sheriffs' Department:</u> The WCSO conducts business checks where entrance to the property is allowed twice per night shift on main thoroughfares in the county. Potentially this could be 730 additional business checks per year.

<u>Water Authority:</u> The area is served by a 6" water main along Highway 20. (static pressure: 45 psi, Estimated fire flow available: 700 gpm @ 20 psi). No system impacts anticipated.

<u>Fire Department:</u> Ensure there is enough clearance around the building for a Fire engine to get all the way around and also recommend that a hydrant be placed at front of entrance as well as rear of property due to the length of the building. Each engine carries 1000' of large diameter hose for supply.

<u>Fire Code Specialist</u>: A fire hydrant shall be located within 500 ft. of all buildings.

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

Development Inspector: No comment received

DOT Comments: This will require GDOT coordination.

Archaeological Information: No comment received

PC ACTION 6/3/2021:

Rezone – Z21050004– Rezone 7.90 acres from A1 to B2 for mini storage units and reduce buffer – Applicant: Scott Stiffler/Owner: Alan Bentley – Property located on 5645 Hwy 20-Map/Parcel C0070006 – District 2.

<u>Presentation</u> Scott Stiffler with Kingdom Storage represented the case. He wants to rezone from A1 to B2 and reduce the buffer from 50' to 25'. He stated the adjacent property is already B3.

Pete Myers asked about the Fire Department comments and if he will be able to comply. Mr. Stiffler stated he will comply with the requirements.

Speaking: None

<u>Recommendation:</u> Pete Myers made a motion to recommend approval and reduce the buffer with a second by Wesley Sisk. The motion carried unanimously.

Rezone Application # Z21050004

MANY STATE OF THE	31
Planning Comm. Meeting Date 63-2021 at	t 6:00PM held at WC Board of Comm. Meeting Room - Han
Board of Comm Meeting Date 7-6-3041 at	6:00PM held at WC Historical Court House Broad Street
You or your agent m	ust be present at both meetings
Map/Parcel <u>C00 7000 6</u>	
Applicant Name/Address/Phone # See H Stiffler 602 W Pine St. Barabao, WT 53913 Phone # 608.720-8080 Location: 5645 Hwy 20 Request Existing Use of Property: A	Property Owner Name/Address/Phone Bentley Alan 3600 Point Ro Logantille, GA 30552 (It hore than one owner, attach Exhibit "A") Phone # sted Zoning B2 Acreage 7. 9
Existing Structures:	
The purpose of this rezone is 16	mini Storage units
Property is serviced by the following: Public Water: Provider:	Well:
Development Ordinance. Signature Date	complete and accurate. Applicant hereby grants permission for planning erty for all purposes allowed and required by the Comprehensive Land 30/21
	placed and removed by P&D Office ntil after Board of Commissioners meeting
Office Use Only: Existing Zoning A 1 Surrounding	Zoning: North Al South Al East B2 West B3
2 8	Watershed: Big Houngs Waltermp
CONTINUES ON LINES OF LANDING TO SERVICE OF	W-PI
hereby withdraw the above application_	Date

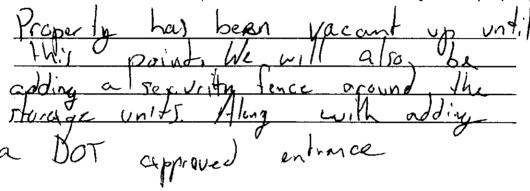
Article 4, Part 4, Section 160 Standard Review Questions:

<u>Provide written documentation addressing each of the standards listed below:</u>

oning restrictions;	values are diminished by the par
1	
bei not apply	
	uction of property values of the pl
	orals or general welfare of the public
Daer not apply	
Daer not apply	

5.	The suitability of the subject property for the zoned purposes; ar	
	Surronding properties are bente	
	converted to commercial. Impact was	12
	be Zeivi	

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



AUTHORIZATION BY PROPERTY OWNER

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

1950 WI 53913
1 53913
w B2
uet
N 1 W 1775 727 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Kingdom Storage letter of Intent

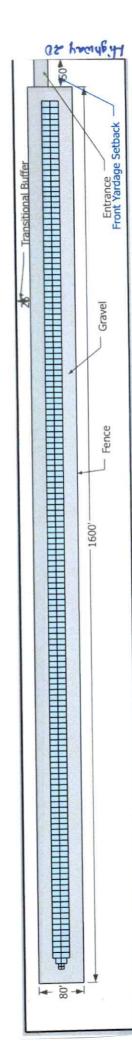
Kingdom Storage would like to purchase and rezone a 7.9-acre parcel of land located on 5645 Hwy 20. We would like to turn this into a B3, we are prepared to introduce the following service to the market:

Self-Storage: Self storage provides space for individuals to rent and store their personal or business belongings. The storage space—also referred to as storage units—is typically rented on a month-to-month basis.

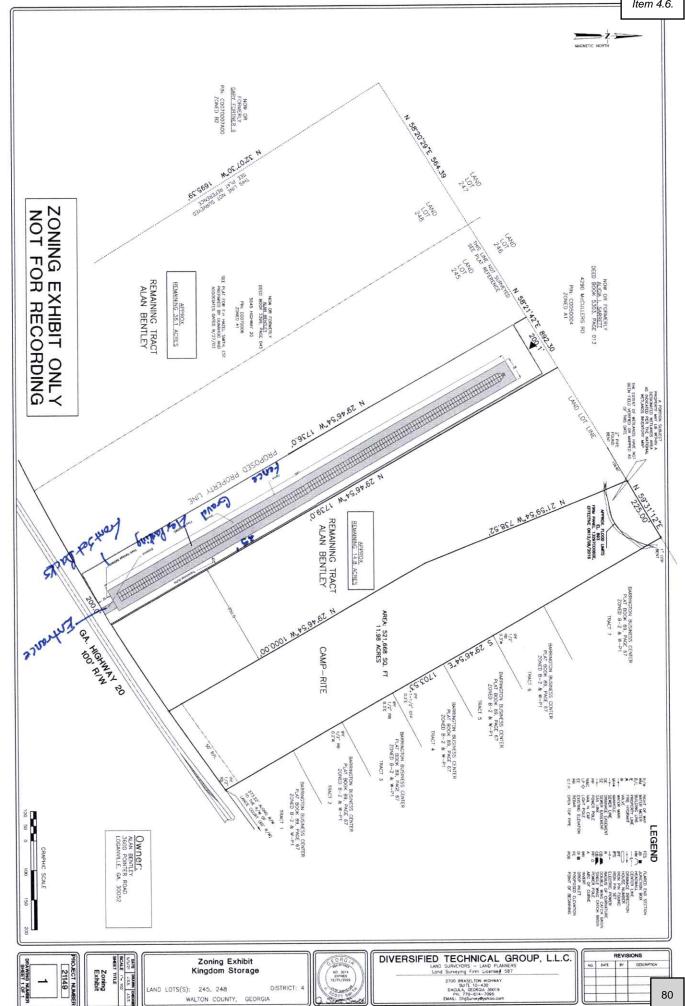
Business Mission

"Pure and undefiled religion before God and the Father is this: to look after orphans and widows in their distress and to keep oneself unstained by the world."

James 1:27



Re-20ne Za1050004-5645 Hwy 20



IMG_7598.jpg 5/4/2021

Item 4.6.

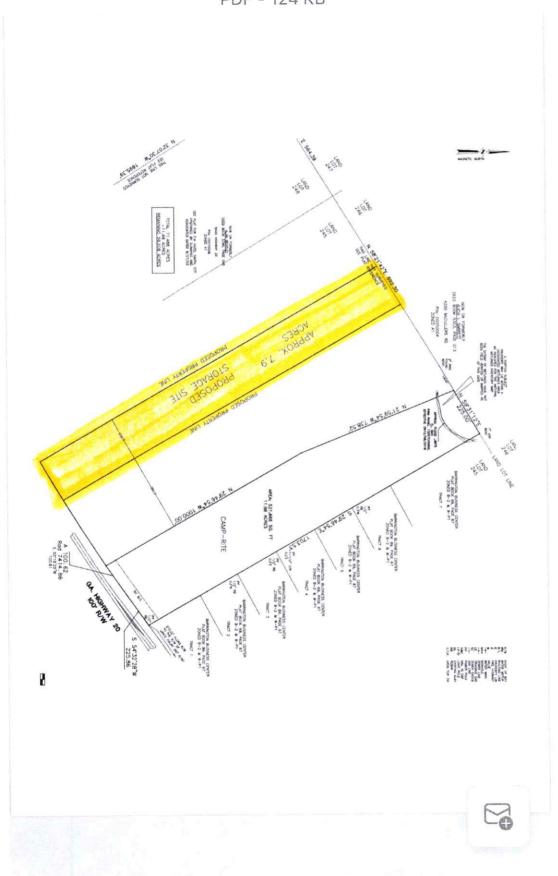
... Spectrum LTE

11:35 AM

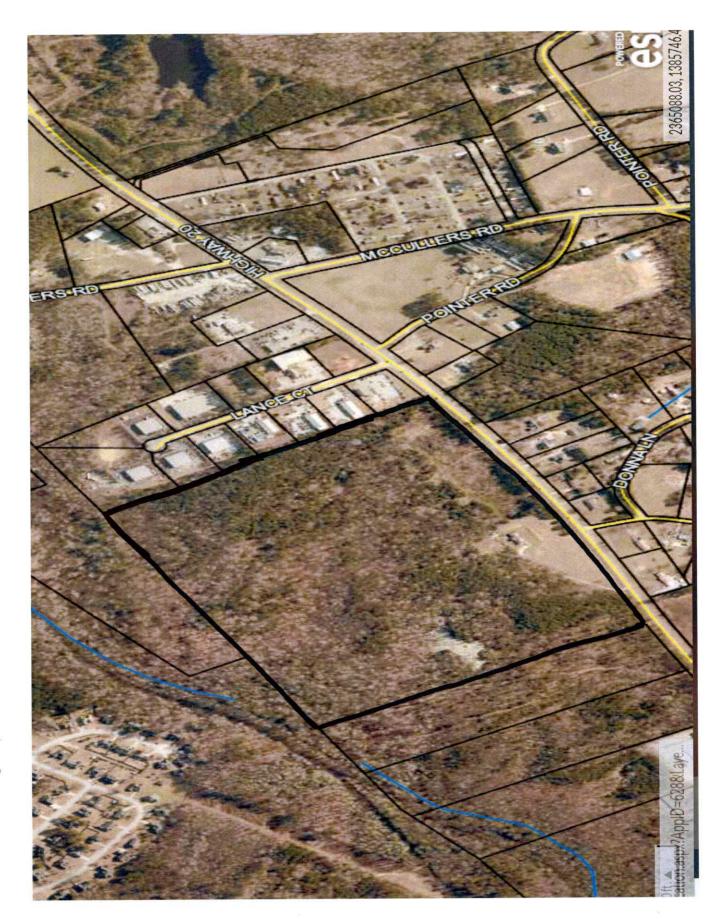
1 57% ■ •



Kingdom Storage Exhibit Hwy 20 4-2-21 PDF - 124 KB







Conditional Use CU21050003 Staff Analysis

Commission District: 2 - Banks

Planning Commission Hearing Date: 06-03-2021 Board of Commissioners Hearing Date: 07-06-2021

Applicants/Owners:

Kevin & Shelley Shelnutt

5889 Center Hill Church Road Loganville, Georgia 30052

Property Location: 5889 Center Hill Church Road & 336 Brook Hollow Lane

Current Character Area: Suburban

Current Zoning: A1 & R1

Request: Conditional Use for summer day camp.

<u>Site Analysis:</u> The 4.13 acre tract of land is located on 5889 Center Hill Church Road and the 2.43 acre tract of land is located on 336 Brook Hollow Lane. The surrounding properties are zoned R1 and A1.

Zoning History: No History

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.

<u>Sheriffs' Department:</u> This will not impact the WCSO. Arrangements for traffic control can be made if needed through WCSO.

<u>Water Authority:</u> This area is served by a 8" water main along Center Hill Ch. Rd. (static pressure: 85 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues.

Fire Code Specialist: None

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

Development Inspector: No comment received.

<u>DOT Comments:</u> Will not require GDOT coordination.

Archaeological Information: No comment received.

PC ACTION 6/3/2021:

1. Conditional Use – CU21050003– Conditional Use for summer day camp on 4.13 acres – Applicants/Owners: Kevin & Shelley Shelnutt – Property located on 5889 Center Hill Church Rd-Map/Parcel C0110108 – District 2.

Presentation Shelley Shelnutt represented the case. She is requesting a conditional use for Country Kids day camp and also wants to add 336 Brook Hollow Lane to the case as well. Mrs. Shelnutt stated that Country Kids camp provides summer refuge from screen time while developing social & sensory skills, motor skills and team work all while sharing God's love. The camp is open to all children. She stated that 80% of her staff is certified in CPR and first aid and the staff is made up of ICU nurse, life guards, teachers and nurses. The staff to camper ratio is 4:1. The camp is exempt from the Bright from the Start program with the State of Georgia. Mrs. Shelnutt also stated that they are a 501C3 business and hold

fundraisers to help the community during hard times. A lot of times the schools calls on Country Kids when a student in the community is in need and they step in and help out.

Chris Alexander a neighbor and HOA president of Sandy Creek Cove subdivision stated that he has not had any complaints from any neighbor in the subdivision and feels like this is a great idea for the community.

Chairman Tim Hinton stated that 336 Brook Hollow Lane will be included and the BOC will hear it next month. He also stated that this is a request for something that has been in operation in the past years but just not in compliance.

Pete Myers verified that the adding of the lot on Brook Hollow Lane will be advertised before the BOC meeting next month.

Speaking: None

Recommendation Pete Myers made a motion to recommend Approval of 20 activity days in the summer and 10 activity days in the fall and to add 336 Brook Hollow Lane to the application with a second by John Pringle. The motion carried unanimously.

Item 4.7.

Conditional Use Application # CW 21050003

Planning Comm. Meeting Date 06-03-41 at 6:001	PM held at WC Board of Comm. Meeting Room - Hammond	
	M held at WC Historical Court House _ and Hoor t be present at both meetings Broad Street	
Please Type or Print Legibly		
Map/Parcel COI 10108		
Applicant Name/Address/Phone #	Property Owner Name/Address/Phone	
Kevin and Shelley Shelnutt	Kevin Shelnutt	
5889 Centerhill Church Rd	5889 Centernil Child	
Loganville, 6A 30052	(If more than one owner, attach Exhibit "A")	
Phone # 6787940397	Phone # 678 794 0399	
Location Logannile Pr	resent Zoning AG-1 Acreage 4 13	
Existing Use of Property: Kesidenhal County	try Kids Camp	
Existing Structures: house, pole ba	,	
Property is serviced by:		
Public Water: Provider:	Well:	
Public Sewer: Provider:	Septic Tank:	
The purpose of this conditional use is: To offer a summer day camp for 15 days. Country Kids Camp provides children in our Community an opportunity to learn about nature, team build, our 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. 4-3120 \$250.00		
Signature Shill b	Date Fee Paid	
Public Notice sign will be placed and removed by P&D Office		
Office Use Only:	r Board of Commissioners meeting	
Existing Zoning Al Surrounding Zoning: North Rl South Al West Al		
Comprehensive Land Use:		
Commission District: — Danks Watersh		

Standard Review Questions:

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

Conditional Use Permit Criteria

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

Noise level (singing, ruds playing) would not be heard by neighbor

We are a fair distance from others. Its a day camp so no after.

Vehicular traffic and pedestrian movement on adjacent streets will not be hours no is hindered or endangered. Walton County Sherrifs office has a deputy present at drop off to slow

traffic as parents pull in.

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

There is no parking. Parents use a horse-shoe driveway. They drop off and leave.

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

 Camp rents & porta potties that Atha Rental Checks, cleans, + empties.
- 5. The proposed use will not adversely affect the level of property values or general character of the area.

 Camp alles not affect property value.

 It simply is a place where Kids

 can be a Kid.

Letter of Intent:

The intent of the Conditional Use Application is so that Country Kids Camp can continue to provide 15 days a year of camp for children in our community. Country Kids Camp is a 501C3 that supports Walton County children throughout the year. Camp is located at 5889 Centerhill Church Rd Loganville GA and is offered Tuesdays, Wednesdays and Thursday of June.

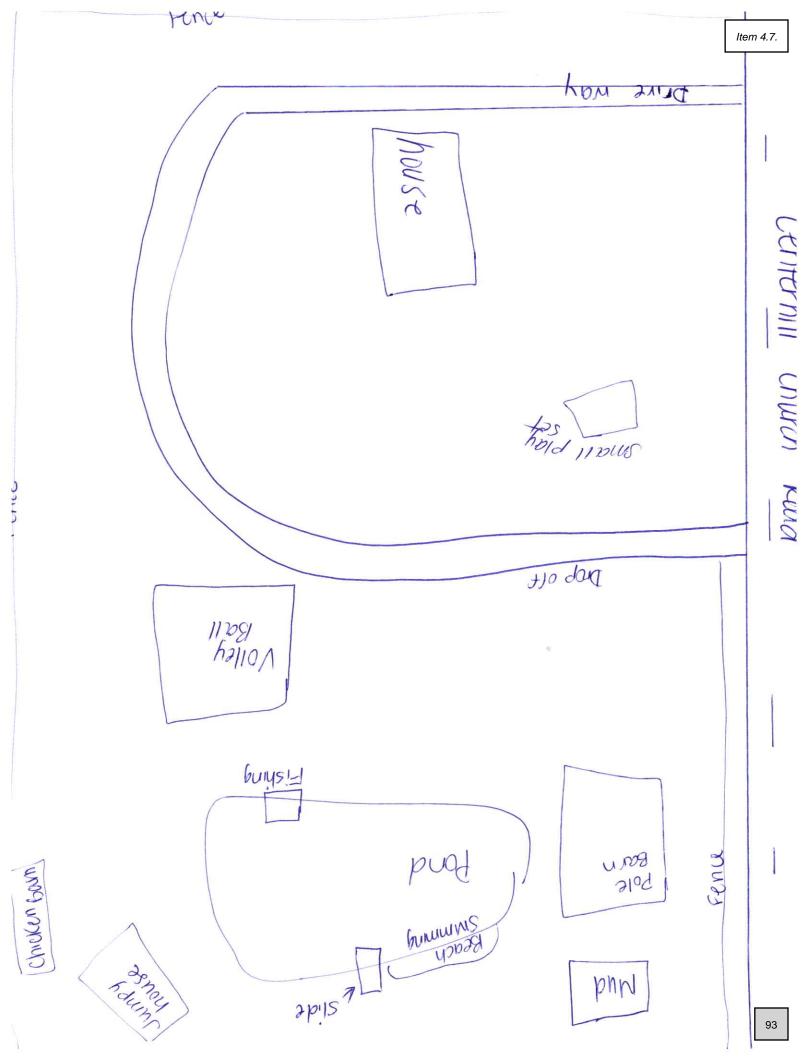
I appreciate the support of the Walton County Sheriff's office as they have work traffic control for many years.

Country Kids Camp Purpose:

Country Kids Camp teaches children what it means to be a Good Samaritan. Each year at Christmas, the CKC families sponsor over 900 Walton County needy children. Each week at camp, children donate to our "Dunk for a Dollar" childhood cancer fundraiser. All proceeds are donated to children in Walton County that have childhood cancer.

CKC MISSION STATEMENT AND PHILOSPHY

TO PROVIDE A SAFE SUMMER DAY CAMP EXPERIEINCE.
TO INSTILL THE VALUE OF OUTDOOR PLAY IN CHILDREN
OF VARIOUS AGES, INTERESTS AND BACKGOUNDS AT A
PLACE WHERE "BATTERIES ARE NOT INCLUDED"!
CKC BUILDS AND ENHANCES OUR CAMPERS'
COMPETENCY AND CONFIDENCE. OUR CAMP
COMMUNITY IS SUPPORTIVE AND WELCOMING-CHILDREN
THRIVE AND GROW STRONGER IN SO MANY WAYS. ALL
OF OUR BOYS AND GIRLS ARE EXPOSED TO AND
ENCOURAGED TO TRY NEW THINGS. WE HELP CAMPERS
DEVELOP LASTING FRIENDSHIPS, WORK WELL IN
GROUPS, AND WORK TOWARD ATTAINABLE GOALS.



May 3, 2021

To Whom It May Concern,

Thank you in advance for taking the time to read this information. Country Kids Camp /nonprofit is an unbelievable organization. This organization not only focuses on sharing real life things our children need but it gives our children a support system. In any time throughout history, more importantly today, our children need support. They need people they can trust. Shelley and Kevin Shelnutt are that for anyone they meet. Over the years they have built an extraordinary camp. They have taught children how to help others. It gives children somewhere to go and BE OUTSIDE. It gives children an opportunity to learn about others, to be with all types of children, learn together as ONE.

This has not only been for their camp attendees but for even our baseball group. Our players gathered items at Christmas in order to just participate in sponsoring a few of the 900+ children she organizes to have Christmas!! These are children in need IN OUR COMMUNITY!! These are families under our noses, these may be our neighbors!!! We need people like Shelley and Kevin to host this nonprofit to help others.

Please I ask that you review all information and help Country Kids Camp nonprofit organization and help us as a community. Also, visit their Facebook page yourselves, look at these children that benefit. This is a vital part of keeping our community what it is, community.

Thank you again. Thank you for your time an investment as well.

Sincerely,

Michelle Gilley

To Whom it May Concern:

Country Kids Camp, locally known as CKC, is a fundamental part of the community in Walton County that allows children to have an experience with an outdoor setting. I have gotten to be part of the camp as a parent and as a volunteer, and I believe that CKC should be allowed to continue its current practices and should even be used as a model for other summer day camps.

As a parent of a child who has attended CKC for the last three years, I cannot say enough positive things about the program. I have a child who has severe ADHD impulse issues. At CKC, he doesn't need his medication to function, and it gives him a chance to truly be himself and explore his creativity, proprioceptive awareness, leadership abilities, and so much more. The staff at Country Kids Camp are plentiful but quality, and every one of them have a heart for loving the kids and demonstrating great behavior. They understand my son, and keep my child constantly engaged and entertained by moving through many different activities. Every day after CKC, he is fully tired and satisfied, something that is hard to do with a child whose brain is normally nonstop. He invites all of his friends to CKC and stretches his social skills by making new friends each week at CKC, which can be tough for a child who has severe ADHD. He opens himself up to others, which is a skill he was taught by his camp counselors, and not something I could replicate on my own. It is a beautiful thing to see him grow through his experiences at Country Kids Camp.

As a volunteer staff member, I see the love and dedication that the Shelnutts have for everyone involved. She truly wants the best staff, and I have seen her make the hard decision to only choose the best volunteers and paid positions so that the children are the first priority. Safety is key at CKC, and every staff member, paid or unpaid, goes through a safety training that teaches them how to prevent accidents and injuries, but also how to handle them if things were to ever go wrong. Shelley employs registered nurses, certified and trained lifeguards, and many certified Georgia educators, myself included. Most of the staff are first aid and CPR trained. Last year, the ratio of campers to counselors in most groups was 3:1. Every aspect of camp from carline to lunch, to each of the activities has been thoroughly thought out and made as safe as it possibly can be.

Country Kids Camp is a part of the community, and people bond over their experiences there. Children are coming back every year and can't wait until school is out so they can go to camp. Many of the counselors were once campers, and the camp made such an impact on them, they felt the desire to pass that sense of belonging on to the next generation. This is a huge testament to how wonderful and impactful the camp is. I would recommend it for the highest honors as both a volunteer and mother of a camper.

Thank you,

Megan Caylor

Subject: Fwd: Country Kids Camp Community Letter



3:39 PM (49 minutes ago)

You are viewing an attached message, WALTON COUNTY, GEORGIA Mail can't verify the authenticity of attached messages.

And yet another:)

----- Forwarded message -----

From: Shelley Shelnutt < wwf2006@bellsouth.net >

Date: Mon, May 3, 2021, 3:28 PM

Subject: Fwd: Country Kids Camp Community Letter To: Michelle Croley Gilley mgilley09@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Jessica Shirah <jessica,shirah@gmail.com>

Date: May 3, 2021 at 3:24:41 PM EDT

To: wwf2006@bellsouth.net

Subject: Country Kids Camp Community Letter

Hi, My name is Jessica Shirah. I live in Walton County with my husband and 3 young children. I have been a teacher for 5 years, volunteering with young children at church and my husband is active in coaching multiple sports across multiple ages in this community. Therefore, we have been lucky enough to observe and learn how children learn best and avenues that benefit their emotional well being. That being said, I have never witnessed a space where children benefit as much as they do both socially, physically, emotionally and cognitively as they do at Country Kids Camp. What a mighty blessing it is to have this(along with the charitable Country Kids Christmas Round-Up) in this community. What better evidence of the MASSIVE support this camp has than the number of people wanting to sign their children up. The fact that it books up with one month of openings(3-4 months) before summer is the overwhelming evidence that other parents and people in the community see the benefit of this camp for children as well. I am overwhelmed with joy to have a space where by boys can be boys and play outside. In a time where such limited options for outdoor sensory play is available to small children; something every trained child care giver knows is vital, we are privileged to have this within our community. Shelly Shellnut is one of the most caring, passionate, hard working and driven individuals I have had the pleasure to meet and know. There is no one better to provide a safe and enriching space for children. I know what a detriment it would be for not just my children, but the children in this community and beyond to lose this amazing opportunity. I pray that children will continue for many years to come say "That was the best summer ever!" as they do now and to look back at the Country Kids Camp in Walton county shaping them into the wonderful men and women to lead our community and beyond. Sincerely, Jessica Shirah

jessica.shirah@gmail.com

To whom it may concern:

I am writing on behalf of Country Kids Camp. CKC has been a part pf our lives for many years. Both of my children attend each summer and I am the Registered Nurse at camp. Camp has touched the lives of many children and has provided so many children with life long memories. Screen time has changed the way our children develop and play. Camp teaches children that they do not have to have video games in order to have fun.

The laughter alone is contagious at camp. Walton County is a better place because of Country Kids Camp. Families drive for miles and miles to be able to attend camp.

The day is started out with prayer, and then it's a rotation of activities that the campers love. Fishing, swimming, team building, art and music are just of few of the many things that our kids get to enjoy. Back to the basics is so important for sensory skills and social skills.

Country Kids Camp is much more than an outdoor experience for children in our community. This camp teaches our children to be Good Samaritans. The Christmas Round Up provides over 900 kids in our community with Christmas, and we always raise money for a sick child in our community.

Children in Walton County would be devastated not to have camp. My kids look forward to it all year. They have made lifelong friends. I ask you to please consider this as a plea for CKC.

To whom it may concern,

I am writing this letter on behalf of Country Kids Camp and all the children that have been to this camp or are excited to go for their first time. Every year for the past 13 years in our Community of Walton County and surrounding areas children have come with smiles on their faces whether it be catching a fish for the first time, riding a horse, playing in the dirt, going down the slip-n-slide just being outdoors and enjoying nature it's an experience they remember forever. My personal experience with my own children this is a camp that made them think, explore and appreciate their natural surroundings as an endless playground full of wonder and endless possibilities. It's more hands on fun outdoor activities; letting the kids be kids Old fashion fun! Playing in the mud, catching a fish, singing songs, making new friends and riding a horse are probably some of their favorite times at Country Kids Camp. And let us not forget always giving back to the community with the famous dunk tank. The children have the opportunity to bring money for the dunk tank which is then donated to a family in need that particular year. This shows how important it is to help others but having fun at the same time. No matter what the age every child always wants to come back year after year. Country Kids Camp has a powerful positive impact not only with the children that they work with directly but also on the larger community as a whole.

"Never miss an opportunity to put a smile on someone else's face"

Thank for your time,

Tiffany Nicholson 678-614-7317

5/3/2021

To Whom It May Concern:

This letter is in regards to the outstanding service provided to our community by Shelley Shelnutt and the staff at Country Kids Camp. I have three children that have attended Country Kids Camp for the past 10 years. They now return each year as volunteers and group leaders. This camp has provided them with the opportunity to make wonderful, life long memories and friendships. As young campers, they would cry on the last day of camp each summer because they did not want it to end. Even now as teenagers, it is one of their favorite things to do. They talk about memories from camp all year long and start looking forward to the following summer on the last day of camp each year.

They have had opportunities to participate in things that they would otherwise never have the opportunity to do. There is not another camp anywhere close to our community that gives kids the chance to learn and play outdoors each day like Country Kids Camp. Shelley and her staff are absolutely wonderful with the children. They teach them about kindness and compassion through modeling that behavior on a daily basis. The love they have and show for the children shines through in all they do.

As a parent, I am eternally grateful to Shelly and her staff for all they have done and continue to do for my children and the children in our community. It is truly remarkable that we have such a wonderful experience so close to home that children can be a part of.

Sincerely,

Katie Allen

SANDRA J DICKSON, CPA, PC 7728 HAMPTON PLACE LOGANVILLE, GA 30052 770-466-3040

August 5, 2020

Country Kids Camp 5889 Center Hill Church Road Loganville, GA 30052

To Whom It May Concern;

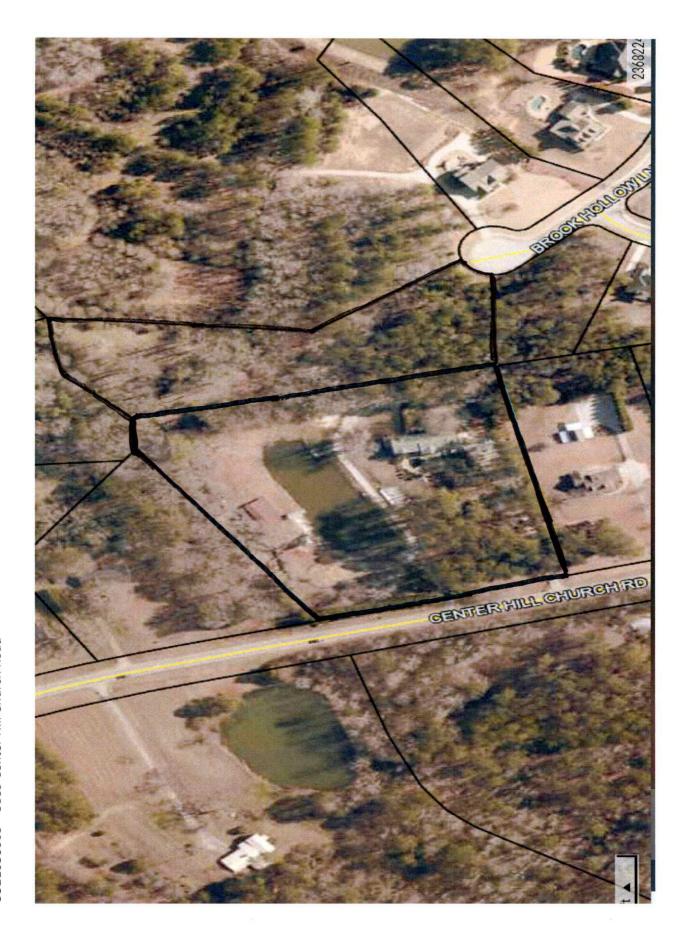
Country Kids Camp is a nonprofit 501(c)(3) organization. The federal identification number for the organization is 46-2683816. The application for the letter from the Internal Revenue Service is in the process of being submitted and approved. This generally takes approximately 6 months to be approved. I will send you a copy of the letter as soon as we receive it. In the mean time, any contributions made to Country Kids Camp are fully deductible.

If you have any questions or need additional information, please feel free to contact me.

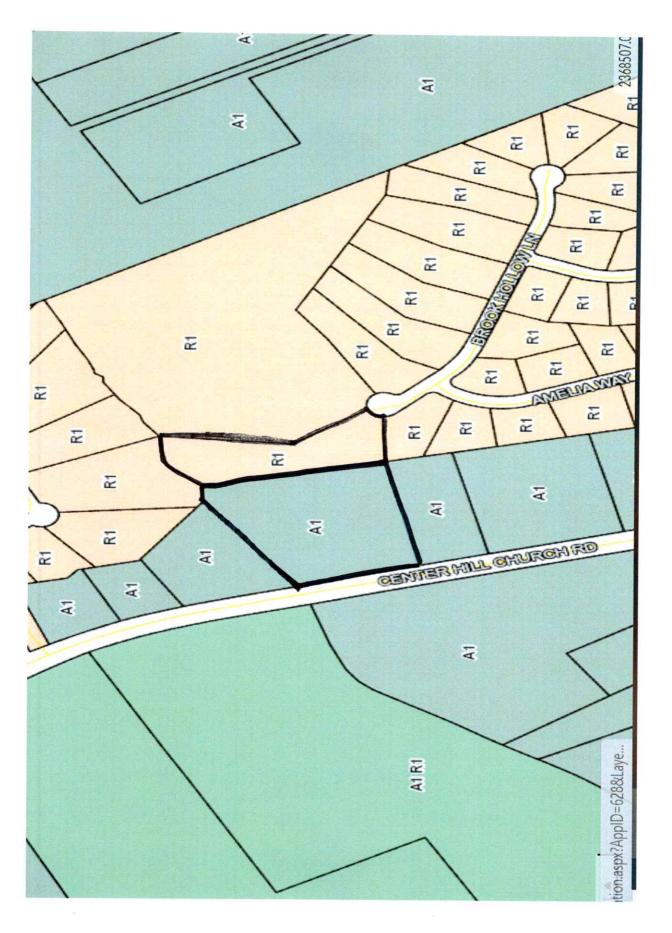
Sincerely,

100





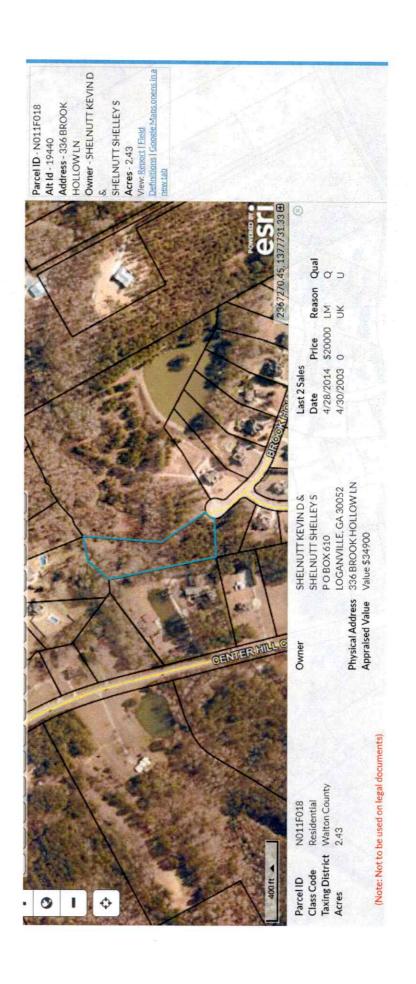


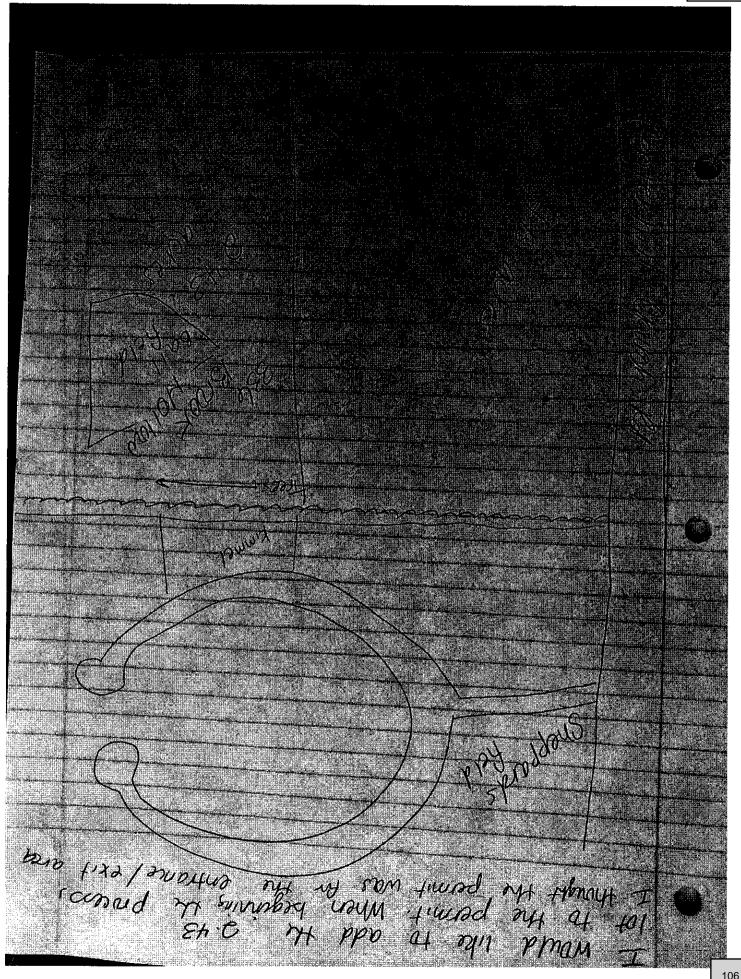


CU21050003 - 5889 Center Hill Church Road

Conditional Use - CU21050003- Conditional Use for summer day camp on 4.13 acres - Applicants/Owners: Kevin & Shelley Shelnutt - Property located on 5889 Center Hill Church Rd-Map/Parcel C0110108 - District 2. 9

**And 336 Brook Hollow Lane - 2.43 acres





1 C Item 4.7



Tracie Malcom <tracie.malcom@co.walton.ga.us>

Fwd: Concerns of conditional permit

1 message

Case #6 CU 21050003 - 5889 Center Hill Ch. Rd

Tracie Malcom <tracie.malcom@co.walton.ga.us>

Thu, Jun 3, 2021 at 7:57 AM

To: Brad Bettis <jbballsouth@bellsouth.net>, John Pringle <jahombspringle@msn.com>, Josh Ferguson <jdawgs15@gmail.com>, Pete Myers <pete@georgiahydrantservices.com>, Tim Hinton <hintontim01@gmail.com>, Tim Kemp <TJKemp59@gmail.com>, Wesley Sisk <wesley@brownoilcompany.com>, charna parker <cparker@co.walton.ga.us>, Kristi Parr <kparr@co.walton.ga.us>

Here is a letter that I received about Case #4 on the agenda for tonight CU21050003 - Conditional Use for summer day camp

----- Forwarded message ------

From: Diana Kimmel <dlk0602@gmail.com> Date: Wed, Jun 2, 2021 at 10:34 AM Subject: Concerns of conditional permit

To: <mark,banks@co.walton.ga.us>, <tracie.malcom@co.walton.ga.us>, Karl <KPKIMMEL@aol.com>

To whom it may concern,

We recently received a letter stating that a conditional permit has been applied for by the homeowners at 5889 Centerhill Church Road to open a camp. We would like to take the opportunity to express our concerns:

- Can a camp open June 1 without a conditional permit but has requested one or do they have to wait for a final ruling? Camp in fact opened yesterday June 1, 2021 (as well as today?)
- Can a camp operate on a property address that is different from the address that they are requesting to operate a camp. Yes they own two both properties
 but are only permitting one of them. These ARE separate addresses.
- Is the property that is used as the PE field which is on 336 Brook Hollow Ln, Loganville Ga. included in the CKC permit application, Fire Inspection,
 Exempt number and most of all insurance policy of a camp at 5889 Centerhill church road? If a child was injured on the Brook Hollow lane property would
 that child be covered under the camps insurance? The section used of this property is only seen / accessed from the back of 5889 Centerhill Church Road.
- If CKC continues to use the backside of 336 Brook Hollow for camp use, how do we keep them from using the rest of the property which is in the Sandy Creek neighborhood. At this time they are using the back third of the lot.
- Can they use the creek / stream area, build slides, concrete stairs and swings, have 150+ kids play in it and stay clear of any environmental concerns?
- Noise- Yes, the camp can be heard in the surrounding neighborhoods and using property not included in the permit request increases the size of camp and
 the use of a megaphone more and more each year. Yes, this can negatively affect property value to residential property alongside the camp. 4 wheelers
 towing a train, runs all day can be heard as well as megaphones which can be heard outside as well as inside our house. It is simply not true that camp can
 not be heard by surrounding neighbors.
- Since fencing is NOT in place in areas noted on the permit, how can we get this rectified. Campers can easily enter other properties via the stream or
 accidentally falling off the backside of 336 Brook Hollow Lane as well as simply walking up stream.
- · CKC has in the past had overnight dates listed on their registration form. Can this happen again in the future and what is to prevent this from happening?
- A Friday Night Fright Fest was held last October 2020 at CKC by Kayla Shelnut This was in addition to the 15 days last year.
- A one day camp was held in October 2020 at CKC by Kayla Shelnut This was in addition to the 15 days last year.
- The application states 15 days only. This seems to be a "grey" area. How is this monitored or should these dates be on the application as well? Is there a
 consequence for adding days in the future by CKC or other family members?

We all know that there has been a social media campaign and petition in support of the camp. Our concerns have never been about a camper's experiences and happiness but safety and legalities. It is easy to see that campers are having a wonderful time at camp. The camp opened June 1, 2021 WITHOUT a permit in hand, we have been told by the zoning department this is not allowed.

Many of our friends (from facebook) were contacted by a very close family friend / member to the Shelnut family to strongly urge them to ask us refrain from stating our concerns about the camp. These calls were **aggressive in nature and borderline threatening** and accusing, I have started to receive calls telling me to NOT show up at the June 3rd meeting. I can't imagine this is how CKC owners want their camp represented and hope that cyberbullying and harassment is NOT something CKC stands for. I did reach out to the directly to the women contacting my friends and offer my phone number for her to call me personally. She declined.

Again, our concerns are about liability, environmental and children's safety and a permit application that actually contains both property addresses used for camp but not included in the application.

Between the threats, harassment and hundreds of people who plan to show up Thursday, we do see a path to voice to express our concerns in person.

Via facebook, Kevin Shelnut states that they "we just want to continue to have camp the way they always have for over a decade". Exactly to our point, many of those ways the camp has been run are not consistent with the Exempt regulations they have from the Georgia Department of Early Care and Learning and lacked proper permitting for over 12 years and offers many areas of concern.

Please let us know if we need to do anything further to ensure that the town is aware of all of our concerns.

Kindest Regards,

Karl & Diana Kimmel 917- 589-8457

Tracie Malcom

Zoning Coordinator

Walton County Planning & Development

WALTON COUNTY, GEORGIA Mail - Fwd: Concerns of conditional permit

6/3/2021

303 S Hammond Drive, Suite 98 Monroe, GA 30655 770/267-1319 Fax#770/267-1407 tracie.malcom@co.walton.ga.us www.waltoncountyga.gov Item 4.7.

AN ORDINANCE OF WALTON COUNTY, GEORGIA OA21040011

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 05/03/2021

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 05/03/2021

Errata #1 – Proposed changes to Single Family Residential dwellings in A, A1, A2, R1, R2, and R3 zoning categories.

Errata #2 – Amend Article 6 Rural Subdivision – Rural "open ditch" Minor Subdivision

Errata #3 – Add to Article 6-Rural Public Road Minor Subdivision which allows lot splits off existing county road with certain requirements

Errata #4 – Amend RND guidelines to change density to 2 dwelling units per acre, increase house size from 1600 to 2000 and remove approval process for subdivision development.

Errata #5 – Changes to WP-2 for clarity

Errata #6 – Amend Article 5 Permitted Uses and Article 6 Guest House/Caretaker Guidelines to allow by right-pending site approval

Errata #7 – Clarify exempt lots of 3 lots or less

Errata #8 – Amendment to Article 9 Section 100 D to remove wording regarding curb and gutter. This would allow a brick mailbox in an "open ditch" minor subdivision.

Errata #9 – Amend Article 9 Section 100 B to add open ditch road requirements.

Errata #10 – Amend Article 6 to allow Private Drive Gated Subdivision to be permitted by right, no longer requiring a conditional use.

Errata #11 – Delete wording Article 9

Board of Commissioners

Walton County, Georgia

Errata #12 – Article 2 amendment to definitions

Errata #13 – Article 12 Part 1 Section 160 Change height of opaque fence to match Article 6 Outdoor Storage which requires 8 ft.

Errata #14 – Article 6 – Add Short Term Rentals and Article 5 Permitted Uses

Adopted by the Walton County Board of Commissi	oners this July 6, 2021.
David G Thompson, Chairman Walton County Board of Commissioners Walton County, Georgia	
Attest:	
Rhonda Hawk, County Clerk	Charles M. Ferguson, Jr.

County Attorney

Walton County, Georgia

Recommended Approval of: Errata #1 –Proposed changes to Single Family Residential dwellings in A, A1, A2, R1, R2, and R3 zoning categories.

Recommended Approval of: Errata #2 –Amend Article 6 Rural Subdivision – Rural "open ditch" Minor Subdivision

Recommended Approval of: Errata #3 –Add to Article 6-Rural Public Road Minor Subdivision which allows lot splits off existing county road with certain requirements

Recommended Denial of: Errata #4 – Amend RND guidelines to change density to 2 dwelling units per acre, increase house size from 1600 to 2000 and remove approval process for subdivision development.

Recommended Approval of: Errata #5 – Changes to WP-2 for clarity

Recommended Approval of: Errata #6 –Amend Article 5 Permitted Uses and Article 6 Guest House/Caretaker Guidelines to allow by right-pending site approval

Recommended Approval of: Errata #7 -Clarify exempt lots of 3 lots or less

Recommended Approval of: Errata #8 –Amendment to Article 9 Section 100 D to remove wording regarding curb and gutter. This would allow a brick mailbox in an "open ditch" minor subdivision.

Recommended Approval of: Errata #9 – Amend Article 9 Section 100 B to add open ditch road requirements.

Recommended Approval of: Errata #10 – Amend Article 6 to allow Private Drive Gated Subdivision to be permitted by right, no longer requiring a conditional use.

Recommended Approval of: Errata #11 – Delete wording Article 9

Recommended Approval of: Errata #12 – Article 2 amendment to definitions

Recommended Approval of: Errata #13 – Article 12 Part 1 Section 160 Change height of opaque fence to match Article 6 Outdoor Storage which requires 8 ft.

Recommended Approval of: Errata #14 – Article 6 – Add Short Term Rentals and Article 5 Permitted Uses

Errata #1 Proposed changes to Single Family Residential dwellings in A, A1, A2, R1, R2, and R3 zoning categories.

Specific Regulations for Residential Units: Units shall have the following additional requirements:

- a. A minimum width in excess of twenty-four (24) feet.
- b. A minimum roof pitch of 56:12, which means having a pitch equal to at least five six (65) 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.
- c. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (noncorrugated tin or steel), clay tiles, slate, or similar materials approved by the Director.
- d. Exterior materials shall consist of wood, brick, stone or other masonry type product, fiber cement siding and other similar material is permitted. Vinyl and aluminum siding is prohibited. brick, masonry, or stone, or siding consisting of wood, hardboard, aluminum or vinyl, covered or painted, but in no case exceeding the reflectivity of gloss white paint.
- e. All primary roof overhang for exterior walls shall be no less than 12 inches for brick sided and 12 inches shall apply to gable ends as well as exterior walls supporting rafters.
- f. All primary front entrances shall be scaled to the relative proportions of the building design, adjoining streetscape, and maintain the overall architectural style of the residence. All primary front and rear entrances shall be recessed a minimum of 5 feet, and shall be covered by a roof extension, trellis extension, or shed roof extension no less than 6 feet by 6 feet in dimension. (This shall not apply to covered front porches)
- g. All exterior wall sections wider than 25 feet shall include an interruption in the plane of the façade by recess, protrusion, or fenestration. (garage side of house is excluded)
- h. No exposed unpainted wood is allowed on the front façade of any dwelling except porch flooring boards.

- ei. The dwelling shall be placed on a permanent foundation, either slab or pier, which meets the requirements of the IRC Building Code.
- fj. Utility meters shall be mounted to the structure rather than on a utility pole, and all axles, tongues, and transporting and towing apparatus of manufactured homes shall be removed before occupancy.
- gk. All residential structures shall have a minimum 4-6 ft. by 4-8 ft. front porch, patio or deck and a minimum 6 ft. by 8 ft. rear porch. The structure shall include steps, which lead to ground level, and both landing, and steps shall meet the requirements of the IRC Building Code.
- A manufactured home shall be installed in accordance with the above regulations and Rules and Regulations of the Office of Commissioner of Insurance Safety Fire Division Chapter 120-7-3 Rules and Regulations for Manufactured Homes and the rules promulgated thereunder.
- im. The dwelling shall include an attached or detached, enclosed two-car garage having a minimum 56:12 roof pitch.
- j.n. Driveways not located in a platted subdivision shall be paved within the right of way in accordance with the Standard Design and Construction Details.
- Every single family dwelling lot within a platted residential subdivision shall plant and/or maintain (2) 2-inch caliper trees.
- 8. In all platted subdivisions, the front yards shall be sodded and driveways shall be paved. (Excluded are lots within a private drive subdivision.) In situations where there is an established stand of perennial grass with at least 80% coverage, sod may be waived on a case-by-case basis.
- Street Trees shall be prohibited within any rights-of-way to be dedicated to Walton County.

PC ACTION 6/3/2021:

Errata #1 – Proposed changes to Single Family Residential dwellings in A, A1, A2, R1, R2, and R3 zoning categories.

Charna Parker explained the changes to all single family dwellings. The minimum roof pitch would change from 5:12 to 6:12; the exterior materials on all houses would be amended to prohibit vinyl and aluminum siding; a roof overhang of 12 inches will be required along all exterior walls and gable ends; all primary front entrances shall be scaled to the relative proportions of the building design to

maintain an overall architectural style and all primary front and rear entrances shall be recessed a minimum of 5 feet and covered unless there is a covered porch; all exterior walls wider than 25 feet shall include some type of interruption; all porches shall be 6x8 front and rear unless recessed; required garage will have a 6:12 roof pitch; driveways not in a platted subdivision shall be paved; and every single family home shall plant and/or maintain (2) 2-inch caliper trees.

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

Errata #2 Amend Article 6 Rural Subdivision

Rural "open ditch" Minor Subdivision

A. Purpose and Intent

The purpose of the Rural <u>"open ditch" minor</u> Subdivision development is to authorize development of residential subdivisions subject to certain standards. This development is only available in the A1 Rural Estate, A2 Rural Estate and R1 Residential Zoning Districts.

B. Principal Uses and Structures

Single-family detached residential dwellings permitted under the underlying zoning district.

C. Accessory Uses and Structures

Accessory uses permitted under the underlying zoning district in accordance with Article 5, Part 2 of this Ordinance.

D. Conditional Uses

Conditional uses as permitted under the underlying zoning district in accordance with Article 5, Part 1 of this Ordinance. Conditional uses shall be subject to the additional use standards established in Article 6 of this Ordinance.

E. Property Development Standards

Minimum Lot Area:

- a. The minimum lot area shall be 2 acres.
- 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. Minimum Yard Requirements:

a. Front: Fifty (50) feetb. Side: Fifteen (15) feet.

c. Rear: Forty (40) feet.

- Minimum House Size: The minimum floor area of the primary dwelling shall be two thousand (2,000) square foot ranch; twenty-four hundred (2,400) square foot 2-story.
- 5. Maximum Height: The maximum height of buildings shall be thirty-five (35) feet.
- 6. Specific Regulations for Residential Units

Units shall have the following additional requirements:

- a. A minimum width in excess of twenty-four (24) feet.
- b. A minimum roof pitch of 65:12, which means having a pitch equal to at least six five (56) 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.
- c. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (noncorrugated tin or steel), clay tiles, slate, or similar materials approved by the Director.
- d. Exterior materials shall consist of wood, brick, stone or other masonry type product, fiber cement siding and other similar material is permitted. Vinyl and aluminum siding is prohibited. Exterior materials shall consist of brick, stone or other masonry type product. Cement based siding such as fiber cement siding and other similar material is permitted. Vinyl and aluminum siding is prohibited.
- e. All primary roof overhangs for exterior walls shall be no less than <u>16-12</u> inches for brick sided and 12 inches for all other and shall apply to gable ends as well as exterior walls supporting rafters.
- f. All primary front entrances shall be scaled to the relative proportions of the building design, adjoining streetscape, and maintain the overall architectural style of the residence. All primary front and rear entrances shall be recessed a minimum of 5 feet, and shall be covered by a roof extension, trellis extension, or shed roof extension no less than 6 feet by 6 feet in dimension. (This shall not apply to covered front porches)
- g. All exterior wall sections wider than 25 feet shall include an interruption in the plane of the façade by recess, protrusion, or fenestration.
- h. No exposed unpainted wood is allowed on the front façade of any dwelling except porch flooring boards.

- i. The dwelling shall be placed on a permanent foundation, either slab or pier, which meets the requirements of the IRC Building Code.
- j. Utility meters shall be mounted to the structure rather than on a utility pole, and all axles, tongues, and transporting and towing apparatus of manufactured homes shall be removed before occupancy.
- k. All residential structures shall have a minimum 4-6 ft. by 4-8 ft. front porch, patio or deck and a minimum 6 ft. by 8 ft. rear porch. The structure shall include steps, which lead to ground level, and both landing, and steps shall meet the requirements of the IRC Building Code.
- A manufactured home shall be installed in accordance with the above regulations and Rules and Regulations of the Office of Commissioner of Insurance Safety Fire Division Chapter 120-7-3 Rules and Regulations for Manufactured Homes and the rules promulgated thereunder.
- m. The dwelling shall include an attached or detached, enclosed two-car garage having a minimum <u>56</u>:12 roof pitch.
- Driveways aprons shall be paved within the right of way in accordance with the Standard Design and Construction Details.
- o. Every single family dwelling lot within a platted residential subdivision shall plant and/or maintain (2) 2-inch caliper trees.
- 7. In all platted subdivisions, the front yards shall be sodded and driveways shall be paved. (Excluded are lots within a private drive subdivision.) In situations where there is an established stand of perennial grass with at least 80% coverage, sod may be waived on a case-by-case basis.
- 7. All lots shall be sodded 25 feet around the perimeter of the residence. The right-of-way must be sodded where disturbed by grading, utility or driveway construction. In situations where there is an established stand of perennial grass with at least 80% coverage, sod may be waived on a case-by-case basis.
- 8. Street Trees shall be prohibited within any rights-of-way to be dedicated to Walton County.
- 9. Roads shall be paved as per "standard for local streets" as outlined in Article 9 of this Ordinance (with open ditch).
- Private Drive Gated "open ditch" road is allowed. No lot shall have direct access to a public street.
- 1011. Utilities: Underground utilities are allowed

PC ACTION 6/3/2021:

Errata #2 - Amend Article 6 Rural Subdivision - Rural "open ditch" Minor Subdivision

This amendment to the "rural residential" subdivision that is already in our ordinance; This makes the subdivision a "minor" subdivision which exempts the development from some of the residential subdivision requirements such as sodded fronts- only 25 feet around the residence has to be sodded as well as an area disturbed within the right-of-way. The requirement for the (2) 2-inch caliper trees will be required for each lot; driveway aprons only have to be paved and this can be developed as a "gated" private road development; the minimum house size will be 2,000 ranch and 2,400 for 2-story.

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

Errata #3 Add to Article 6-Rural Public Road Minor
Subdivision which allows lot splits off existing county road
with certain requirements.

Rural Public Road Minor Subdivision

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 an existing county maintained road. This development is only available in the A1 Rural Estate, A2 Rural Estate and R1 Residential Zoning Districts.

B. Principal Uses and Structures

Single-family detached residential dwellings permitted under the underlying zoning district.

C. Accessory Uses and Structures

Accessory uses permitted under the underlying zoning district in accordance with Article 5, Part 2 of this Ordinance.

D. Conditional Uses

Conditional uses as permitted under the underlying zoning district in accordance with Article 5, Part 1 of this Ordinance. Conditional uses shall be subject to the additional use standards established in Article 6 of this Ordinance.

E. Property Development Standards

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

- Minimum Lot Area: 2 acres
- 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
- Minimum Yard Requirements:

a. Front: Seventy-Five (75) feet

b. Side: Fifteen (15) feet.

c. Rear: Forty (40) feet.

- Minimum House Size: The minimum floor area of the primary dwelling shall be two thousand (2,000) square foot ranch; twenty-four hundred (2,400) square foot 2-story.
- 5. Maximum Height: The maximum height of buildings shall be thirty-five (35) feet.
- Specific Regulations for Residential Units

Units shall have the following additional requirements:

- a. A minimum width in excess of twenty-four (24) feet.
- b. A minimum roof pitch of 6:12, which means having a pitch equal to at least six (6) 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.
- c. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (noncorrugated tin or steel), clay tiles, slate, or similar materials approved by the Director.
- d. Exterior materials shall consist of wood, brick, stone or other masonry type product, fiber cement siding and other similar material is permitted. Vinyl and aluminum siding is prohibited.
- e. All primary roof overhangs for exterior walls shall be no less than 12 inches for brick sided and 12 inches for all other and shall apply to gable ends as well as exterior walls supporting rafters.
- f. All primary front entrances shall be scaled to the relative proportions of the building design, adjoining streetscape, and maintain the overall architectural style of the residence. All primary front and rear entrances shall be recessed a minimum of 5 feet, and shall be covered by a roof extension, trellis extension, or shed roof extension no less than 6 feet by 6 feet in dimension.(This shall not apply to covered front porches)
- g. All exterior wall sections wider than 25 feet shall include an interruption in the plane of the façade by recess, protrusion, or fenestration.
- h. No exposed unpainted wood is allowed on the front façade of any dwelling except porch flooring boards.

- The dwelling shall be placed on a permanent foundation, either slab or pier, which meets the requirements of the IRC Building Code.
- j. Utility meters shall be mounted to the structure rather than on a utility pole, and all axles, tongues, and transporting and towing apparatus of manufactured homes shall be removed before occupancy.
- k. All residential structures shall have a minimum 6 ft. by 8 ft. front porch, patio or deck and a minimum 6 ft. by 8 ft. rear porch. The structure shall include steps, which lead to ground level, and both landing, and steps shall meet the requirements of the IRC Building Code.
- A manufactured home shall be installed in accordance with the above regulations and Rules and Regulations of the Office of Commissioner of Insurance Safety Fire Division Chapter 120-7-3 Rules and Regulations for Manufactured Homes and the rules promulgated thereunder.
- m. The dwelling shall include an attached or detached, enclosed two-car garage having a minimum 6:12 roof pitch.
- n. Driveways aprons shall be paved within the right of way in accordance with the Standard Design and Construction Details. (Development along substandard roads are exempt from paved apron requirements.)
- Right-of-way dedication will be required for developments located off prescriptive easements.
- <u>p.</u> Every single family dwelling lot within a platted residential subdivision shall plant and/or maintain (2) 2-inch caliper trees.
- 7. All lots shall be sodded 25 feet around the perimeter of the residence. The right-of-way must be sodded where disturbed by grading, utility or driveway construction. In situations where there is an established stand of perennial grass with at least 80% coverage, sod may be waived on a case-by-case basis.
- Street Trees shall be prohibited within any rights-of-way to be dedicated to Walton County.

PC ACTION 6/3/2021:

Errata #3 – Add to Article 6-Rural Public Road Minor Subdivision which allows lot splits off existing county road with certain requirements

This amendment is intended to stop the development of 3 lots at a time allowing a developer to submit their entire project of lot splits off the county road. This will also be a minor development. The lot size will be 2 acre minimum, the front setback

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will be 75' rather than the normal 50' or 40' in an OSC; the minimum house size will be 2,000 ranch and 2,400 for 2-story.

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

Errata # 4 Amend RND guidelines to change density to 2 dwelling units per acre, increase house size from 1600 to 2000 and remove approval process for subdivision development.

Section 140 Residential Neighborhood Development Overlay District (RND) 9-11-18

A. Purpose and Intent

The purpose and intent of the Board of Commissioners in establishing the RND Residential Neighborhood Development Overlay District is to establish a zoning district classification which promotes the public health, safety, and general welfare by permitting greater flexibility in site planning and building arrangements under a unified plan of development rather than lot-by-lot regulation, consistent with the policies and intent of the Walton County Comprehensive Plan and Land Development Ordinance and Subdivision Regulations. The RND Overlay District shall be permitted within the R1 zoning districts that are served by public water and sewer. The Residential Neighborhood Development Overlay District is intended to encourage:

- A quality residential environment in close proximity to a major employment center;
- 2. More diversity in residential patterns;
- 3. Creativeness and innovation in land planning;
- Quality development of attractive and cohesive design;
- 5. Respect for natural resources and environmental constraints,
- Conservation of open space,
- 7. Provision of adequate public facilities and services; and
- 8. Amenities to serve the recreational, educational, and social needs of residents in order to create a more self-sufficient community.
- B. Principle Uses and Structures-

Principal uses and structures shall be allowed in the RND Residential Neighborhood Development Overlay District in accordance with Article 5 of this Ordinance.

C. Accessory Uses and Structures

Accessory uses and structures customary in single-family residential zoning districts shall be permitted in the Residential Neighborhood Development Overlay District in conformity with the table in Article 5, Part 2 of this Ordinance.

D. Conditional Uses

- Conditional uses shall be permitted in conformity with the table in Article 5, Part
 1.
- 2. Certain authorized, accessory or conditional uses must meet certain standards peculiar to the use as provided in Article 6 of this Ordinance.
- 3. Conditional uses shall be approved in accordance with Article 4, Part 4 of this Ordinance.

E. General Requirements

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

- Permitted flexibility and variation in design, a development that has a greater net benefit to the County than that resulting from conventional development. One or more of the following factors may demonstrate net benefit to the County:
 - a. Inclusion of a variety of residential uses.
 - b. Creation of a community of compact scale and design, which encourages pedestrian circulation.
 - c. Creation of a design featuring amenities and accessory uses that increases the energy efficiency and self-sufficiency of the neighborhood with respect to its use of single-occupant automobiles without undermining the basic residential character of the neighborhood. Community facilities and accessory commercial uses are so located as to be readily accessible to residents of the community.
 - d. Interconnected usable open space.
 - e. Recreation facilities.
 - f. Other public facilities.
 - g. Aesthetic features and harmonious design.

- h. The proposed use would not substantially alter or adversely affect nearby property values.
- The site plan for the proposed use provides for adequate ingress and egress of vehicular traffic and would not create safety, health or unreasonable traffic problems in the area.
- a. There are adequate provisions for community facilities such as water, sewer, recreation, and open space.
- b. The Residential Neighborhood Development Overlay district results in fewer burdens on present and projected public services and utilities than would result from conventional subdivision development.
- 2. Program for Unified Control. Each applicant for the Residential Neighborhood Development overlay classification shall provide evidence of the unified control of the entire parcel. During the development process more than one builder may participate in the development of the approved plan so long as each parcel of land remains subject to all of the terms and conditions of the plan approved by the Board of Commissioners for the property as a whole.

F. Property Development Standards

The following standards shall apply to each application for the Residential Neighborhood Development Overlay District classification:

- Minimum Size Tract: All applications for the Residential Neighborhood Development Overlay District designation shall be for a tract of land having a gross area of not less than 30 acres.
- 2. Density: Developments in a Residential Neighborhood Development Overlay District may not exceed a density of 3—2 dwelling units per gross acre of land.
- Street Trees shall be prohibited within any rights-of-way to be dedicated to Walton County. (10-2-18)
- G. Open Space/Green Space Conservation
 - No less than twenty (20%) percent of the Residential Neighborhood Development Overlay District shall consist of open space, greenways, trails and outdoor recreation areas.
 - 2. To the extent possible, lands containing streams, lakes, 100-year floodplains, wetlands, slopes over fifteen (15%) percent, and exposed rock shall remain undisturbed and included in open space.

- 3. To the extent possible, open space areas shall form an interconnected and continuous network to facilitate connections for habitat and provisions for greenways, paths, and trails throughout the development.
- 4. No more than ten (10%) percent of open space areas may be constructed with impervious areas.
- 5. Maintenance and protection of open space held in common: (5-3-05)

Each applicant shall present a legal mechanism under which all land to be held in common are used for open space purposes shall be protected in perpetuity. Such legal mechanism may include deed restrictions or homeowners associations, which shall be approved by the Department as assuring each of the following mandatory requirements:

- a. That all land held in common shall remain undivided and shall not be subdivided or developed in perpetuity;
- b. That all subsequent property owners in perpetuity within said Residential Neighborhood Development Overlay District are placed on notice of this development restriction through the deed records of Walton County Superior Court;
- c. That all land held in common will be properly maintained and insured with no liability or maintenance responsibilities accruing to the County,
- d. That a legal mechanism exists for notice of deficiencies in maintenance of the land held in common, correction of these deficiencies, properties for the cost of the correction of these deficiencies by a third party or the County,
- e. That the legal mechanism be created and implemented prior to the sale of any individual properties within the Residential Neighborhood Development Overlay District; and
- f. That all requirements of the legal mechanism chosen by the applicant and approved by the Department shall be specified on the final plan and recorded with the Clerk of Superior Court of Walton County.
- 6. Homeowners Association shall provide all of the following:
 - a. Mandatory and automatic membership in the homeowners association as a requirement of dwelling unit ownership;
 - b. All owners shall have equal access and right of use to all common and shared facilities.

- c. A fair and uniform method of assessment for dues, maintenance and related costs,
- d. Where appropriate, party wall maintenance and restoration in the event of damage or destruction,
- e. Perpetual and continued maintenance of land held in common and liability through the use of liens or other means in the case of default; and
- f. That all required covenants, declarations and restrictions shall be filed with the Clerk of the Superior Court of Walton County.

H. Streets and Sidewalks

- 1. All streets serving the overlay district must be suitable in design and adequate in capacity to carry the anticipated traffic within and through the overlay district.
- 2. Streets in a Residential Neighborhood Development Overlay District may be public or private.
- Private streets shall be constructed to meet Walton County regulations for public streets of the same type.
- 4. Alleys Alleys are permitted as private streets providing secondary or service access. Alleys serving four or more occupied structures shall provide a continuous connection between two public streets and shall meet the following standards:
 - a. Alleys shall be paved to a width of not less than ten (10) feet and constructed to the same paving standards as the connecting streets.
 - b. No alleys shall be longer than 500 feet.
 - c. No alley shall have a slope greater than seven (7) percent.
- 5. Buildings shall be set back at least ten feet from the edge of pavement of an alley.
- Sidewalks A five-foot wide sidewalk with a five-foot wide landscape strip
 between the sidewalk and curb shall be provided Sidewalks shall be installed in
 accordance with Article 9 Section 180 on each street within the Residential
 Neighborhood Development Overlay District.
- 7. Off-Street Parking Requirements Off-street parking requirements for uses and structures authorized and permitted in the Residential Neighborhood Development Overlay District are required as follows:

- a. There shall be a minimum of two (2) off-street parking spaces and a two (2) car garage provided for each single family attached or detached dwelling unit.
- All other uses shall provide off-street parking as required elsewhere in the Comprehensive Land Development Ordinance and Subdivision Regulations of Walton County.
- Minimum yard requirements for buildings within a Residential Neighborhood Development Overlay District:

a. Front yard: 22 feet

b. Side Yard: 7.5 feet

c. Rear yard: 20 feet.

- 9. Minimum spacing between buildings containing attached single-family residences and multi-family dwellings:
 - a. The front or rear face of a dwelling unit shall be not less than fifty (50) feet from the front or rear face of another dwelling unit. The unattached side face of a single-family attached building shall be not less than twenty (20) feet from the side face of another such building and not less than forty (40) feet from the front or rear face of another such building or unit.
 - b. No dwelling unit shall be situated so as to face the rear of another dwelling unit closer than fifty (50) feet away unless terrain differences or screening will provide effective visual separation.
- Maximum Height of Buildings: The maximum height of buildings shall be thirtyfive (35) feet.
- 11. Maximum Lot Coverage: Lot coverage for individual lots within a Residential Neighborhood Development Overlay District shall not exceed 60 percent.
- 12. Minimum Dwelling Unit Size Requirements: The minimum size of any dwelling unit in a Residential Neighborhood Development Overlay District shall be as follows:
- a. Single-family attached or detached dwelling: Minimum of 1,600 two thousand (2,000) square foot ranch; twenty-four hundred (2,400) square foot 2-story square feet of heated area.

13. Phasing of Projects

a. Development within the Residential Neighborhood Development Overlay District may be phased.

- b. In all cases where a project is to be phased, each phase of the project shall contain the required parking spaces, recreation space, landscaping, and utilities required for that phase.
- c. When developed in phases, all open space shall be shown in Phase 1.

The underlying portion will be deleted as it is redundant, all subdivision plans follow the same review and approval process:

Review and Approval Procedures

- Each application for the Residential Neighborhood Development Overlay District classification shall be filed with the Department and shall be reviewed for compliance with Article 4, Part 4 of this Ordinance.
- 2. The application for concept plan approval for a Residential Neighborhood Development Overlay District shall include, at a minimum, the following information:
 - a. A complete application for overlay approval in a manner consistent with a rezoning application as provided in Article 4, Part 4 of this Ordinance.
 - b. A narrative addressing the proposed development explaining how it meets the purpose, intent, and standards of this Ordinance. The narrative shall include a tabulation of the approximate number of acres in each land use, the approximate number of dwelling units by type, the approximate gross residential density, the approximate open space acreage, the anticipated number, type and size of recreational facilities and other amenities, creative or innovative features of the development, the relationship of the proposed development to surrounding natural features and existing development, and other distinctive features of the plan.
 - c. A statement from the Water supplier and the Environmental Health Department that the water supply and wastewater treatment methods and systems proposed for the development are appropriate and adequate.
 - d. All applications shall be accompanied by two (2) copies of a plan drawn to a designated scale of not less than one inch equals one-hundred feet (1" = 100'), certified by a professional engineer or land surveyor licensed by the State of Georgia, presented on a sheet having a maximum size of 24" x 36", and one 8½" x 11" reduction of the plan. If presented on more than one (1) sheet, match lines shall clearly indicate where the several sheets join. Such plat shall contain the following information:

- (1) Boundaries of the entire property proposed to be included in the Residential Neighborhood Development Overlay District, with bearings and distances of the perimeter property lines and indication of boundaries of each phase of development, if applicable.
- (2) Total area of the property in acres.
- (3) Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat and on all supporting graphics.
- (4) Existing topography with a maximum contour interval of five (5) feet and a statement indicating whether it is an air survey or field run.
- (5) Approximate delineation of any floodplain designated by the Federal Emergency Management Agency, United States Geological Survey, or Walton County; the delineation of any jurisdictional wetlands as defined by Section 404 of the Federal Clean Water Act.
- (6) Approximate delineation of any significant historic or archaeological feature, grave, object or structure marking a place of burial if known, and a statement indicating how the proposed development will impact it.
- (7) A delineation of all existing structures and whether they will be retained or demolished.
- (8) General location of proposed housing unit types.
- (9) Approximate development density and lot sizes for each dwelling unit type.
- (10) Identification of site access points and layout, width of right-of-way and paved sections of all internal streets.
- (11) Boundaries of all contiguous land under control or ownership of the applicant, and the current location, size, ownership, and use of each parcel adjoining the proposed development.
- e. At any time following approval of the conceptual plan, the applicant may file for preliminary plan approval for the Residential Neighborhood Development Overlay District. The preliminary plan application shall include, at a minimum, the following information:
 - (1) A narrative describing changes and refinements in the proposed preliminary plat, compared to the approved concept plan.

- (2) Six (6) copies of a preliminary plan drawn to a designated scale of not less than one inch equals one-hundred feet (1" = 100'), certified by a professional engineer or land surveyor licensed by the State of Georgia, presented on a sheet having a maximum size of 24" x 36", and one 8½" x 11" reduction of the plan. If presented on more than one (1) sheet, match lines shall clearly indicate where the several sheets join. Such plan shall contain the following information:
- (3) Boundaries of the property being proposed for preliminary plan approval within the Residential Neighborhood Development Overlay district, with bearings and distances of the perimeter property lines and indication of boundaries of each phase of development, if applicable. The property can consist of all or a portion of the approved Residential Neighborhood Development Overlay District.
- (4) Total area of the property in acres.
 - (5) Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat and on all supporting graphics.
 - (6) Existing topography with a maximum contour interval of five (5) feet and a statement indicating whether it is an air survey or field run.
 - (7) Delineation of any floodplain designated by the Federal Emergency Management Agency, United States Geological Survey, or Walton County; the delineation of any jurisdictional wetlands as defined by Section 404 of the Federal Clean Water Act.
 - (8) Delineation of any significant historic or archaeological feature, grave, object or structure marking a place of burial if known, and a statement indicating how the proposed development will impact it.
 - (9) Delineation of all existing structures and whether they will be retained or demolished.
- (10) Location and lot layout of proposed housing units.
 - (11) Development density and lot sizes for each dwelling unit type.
 - (12) Identification of site access points and layout, width of right-of-way and paved sections of all internal streets.
 - (13) Preliminary drainage plan with approximate location and size of proposed storm water management facilities and a statement as to the type of facility proposed.

- (14) Designation of minimum lot areas and yards that will be provided on lots adjacent to the external site boundaries of the subdivision.
 (15) Areas to be held in joint ownership, common ownership or control.
- (16) Location of proposed trails, recreation areas, parks, schools, libraries, churches, and other public or community uses, facilities, or structures on the site.
- (17) Location of sidewalks and bicycle facilities.
 - (18) Indication that the property is served by public water and sewer with conceptual layout of utilities and location of all existing or proposed utility easements having a width of twenty-five (25) feet or more.
- (19) Seal and signature of professional preparing the plat.

J. Approval Process

- 1. Following receipt of a complete application and fee, the Department shall prepare the proper advertisement and notice for a public hearing of the Planning Commission and Board of Commissioners to consider whether to approve the proposed Residential Neighborhood Development Overlay District development. The approval process shall comply with the provisions of Article 4, Part 4 of this Ordinance.
- 2. The Director shall approve the preliminary plat as provided in Article 8 of this Ordinance following submission and staff review and approval of other plans and studies required for preliminary plat approval and certification.
- 4. Final Site Plan and Plat Prior to issuance of any building permit within any Residential Neighborhood Development Overlay District, a final plat shall be submitted to and reviewed by the Director for consistency with the preliminary plat as provided in Article 8 of this Ordinance.
- 5. Variances and Conditions of Rezoning for Residential Neighborhood Development Overlay District Approval - In enacting an ordinance designating a parcel of land as a Residential Neighborhood Development Overlay District, the Board of Commissioners may enact a plan which provides for variances and conditions of rezoning for a Residential Neighborhood Development approval generally applicable in this district. After approval of any such Residential Neighborhood Development Overlay by the Board of Commissioners, no action is required by the Board of Appeals with respect to such variances or conditions of rezoning approved by the Board of Commissioners.
- Recording of Final Plat by Director After final approval of a final plat for a development in the Residential Neighborhood Development Overlay District by

the Department, said plat should be recorded with the Office of the Clerk of Superior Court of Walton County.

- K. Modification of Residential Neighborhood Development Overlay Plan
 - Minor modifications to a preliminary plan for a development within the Residential Neighborhood Development Overlay District may include, but are not limited to minor shifting of the location of streets, public or private ways, utility easements, parks, or other public open spaces, or other incidental features of the plan, provided that such changes meet all of the following:
 - a. Do not increase densities,
 - b. Do not change the outside boundaries of the development tract,
 - Do not affect the form of ownership, control or maintenance of common areas.

2. Major Modification

- a. Any modification of an approved preliminary plan for a Residential Neighborhood Development Overlay requested by an applicant that does not qualify as a minor modification shall be a major modification.
- b. Major modifications in an application for a development within the Residential Neighborhood Development Overlay District shall constitute a new application and shall require re-advertisement of public hearing dates and re-hearing, if applicable. If substantial additional effort and re-study are required, the Department shall require the applicant to pay an additional fee commensurate with a new application. Major modifications requested by the applicant/developer after approval of the Board of Commissioners require that the application or approved plan shall be treated as amendments to the Ordinance.

PC ACTION 6/3/2021:

Errata #4 – Amend RND guidelines to change density to 2 dwelling units per acre, increase house size from 1600 to 2000 and remove approval process for subdivision development.

This amendment to the RND is changing the overall density on a development from 3 lots per acre to 2; it is changing the house size from 1,600 to 2,000 sq. ft. ranch and 2,400 sq. ft. for 2-story. The amendment is also deleting the review and approval process that is redundant. This will be approved and reviewed the same way as any other residential development.

Tim Hinton stated that in his 24 year career in real estate he feels we should maintain the density and keep house size at 1,600 sq. ft. With the lumber up 400% it would be a burden on builder development cost for materials. Having to pay 40 to 50 thousand per acre the numbers will not work out. The Cities offer a higher density and it would lessen comp market with the Cities. He would recommend keeping the density and house sizes the same.

Recommendation: Tim Hinton made a motion to recommend denial of the changes with a second by John Pringle. Pete Myers Opposed.

Errata # 5 Amendment to Article 4 Part 2 Section 170 – To clarify: 2 acre minimum lot size unless a subdivision is developed wherein the density changes for septic to (1) lot per (2) acres and with sewer (1) lot per (2) acres. Also add wording for Cornish Creek Reservoir Management

Section 170 Cornish Creek, Beaver dam Creek Watershed & Hard Labor Creek Overlay Protection District (W-P2)

A. Purpose of Intent

The intent of this Land Development Overlay District is to protect the designated watershed areas from the possible adverse effects of residential and non-residential development such as the leaching of septic systems, increased storm water runoff, sedimentation and other sources of water pollution, in order to insure water quality. All property within this Land Development District shall simultaneously carry the Land Development District designation of the underlying Land Development District as well as the W-P2 designation.

B. Location of the District

The W-P2 Watershed Protection Overlay District is comprised of all land areas within the Cornish Creek, Hard Labor Creek and Beaver dam Creek watershed basins, which have been officially designated for use as public water supplies. The W-P2 Watershed Protection District is shown on the Official Land Development Maps of Walton County, Georgia. In all cases, the watershed is defined by the ridgelines that separate the flow of storm water between the Cornish Creek, Hard Labor Creek and Beaver dam Creek watershed basins and all other watersheds. The actual boundary of W-P2 Watershed Protection Overlay District must therefore be determined on a property-by-property basis using the actual topography of each site.

C. Permitted and Conditional Uses

- In the W-P2 Watershed Protection Overlay District, the Permitted Uses, as well as the Conditional Uses, shall be those of the underlying Land Development District provided for in this Ordinance, except where the provisions of this Overlay District differ or are more restrictive than the underlying Land Development District.
- The following uses are restricted in all Land Development Districts within the W-P2 District:

- a. Sanitary landfills are prohibited.
- b. Hazardous waste treatment or disposal facilities are prohibited (except septic tanks).
- c. Facilities, which handle hazardous materials, of the types and amounts regulated by the Georgia Department of Natural Resources, are prohibited.
- d. Mining and quarrying activities are prohibited.

D. Required Greenways and Setbacks

The following greenways and setbacks are hereby established along each perennial stream (i.e., a stream that flows throughout the year) and water impoundment (i.e., a pond or lake) in the W-P2 District:

Stream Greenway

(2-6-07)

The area extending a distance of 100 feet from the banks of all perennial streams. This area shall remain a natural and undisturbed buffer except as otherwise provided in this District, below.

2. Stream Setback

No impervious surface shall be constructed within a distance of 150 feet from the banks of all perennial streams except as otherwise provided in this District.

Water Impoundment Greenway

The area extending a distance of 150 feet from the normal pool elevation of any water impoundment, except that greenway requirements shall not apply adjacent to the dam side of the impoundment. The greenway shall remain a natural and undisturbed buffer except as otherwise provided in this District.

For the Hard Labor Creek Reservoir, the greenway shall be the area extending a distance of 150 feet from the normal pool elevation of 700' Mean Sea Level (MSL) or to the reservoir flood elevation of 712' MSL, whichever is greater, except that greenway requirements shall not apply adjacent to the dam side of the impoundment. The greenway shall remain a natural and undisturbed buffer except as otherwise provided in this District.

E. Development Regulations

In the W-P2 Watershed Protection District, all requirements relating to the development of a site shall be those that apply to the underlying Land Development

District as required by this Ordinance, except where the provisions of this District differ or are more restrictive than the development regulations applying to the underlying Land Development District or contained elsewhere in this Ordinance.

- 1. Minimum Lot Area (non-residential subdivision)
- a. The minimum lot size shall be 2 acres.
- b. Minimum house size shall comply with the underlying zoning.
- Residential Subdivision Developments shall be allowed in the A1, A2 and R1 zoning districts as follows:
 - a. The minimum lot area shall be one (1) acre with a density of one (1) lot per two (2) acres for lots served by septic tanks.
 - b. Lot serviced by public sewer have a density of one (1) lot per one (1) acre.
 - c. Minimum House size shall be 1,800 square feet.
 - d. Open Space or Green Space
 - a. Required open space: It is the intent of these regulations that open space be unsubdivided and comprised of contiguous buildable and nonbuildable lands. Land so designated as open space shall be in a location and configuration that relates to the ultimate purpose of the open space (i.e., outdoor recreation, landscape protection, habitat protection, etc.) Development should be designed around these natural features.
 - b. Not less than twenty-five (25%) of the total area of the tract of land to be developed shall be dedicated as open space.
 - c. No more than fifty (50%) percent of the required open space may be in land that is located in a floodplain, wetlands, utility easements, slopes greater than twenty-five (25%) percent or other non-buildable land.
 - d. Fifty percent of the required open space shall contain or provide minimum 30 units per acre, as defined in Article 12 Tree Preservation.
 - Rights-of-way for streets shall be excluded from land considered for open space.

- f. If the development is to be built in phases, 100 percent (100%) of the open space of the entire development must be shown on the first Phase.
- g. Ownership of the Open Space: Open Space shall be dedicated by recorded deed to a mandatory homeowners association.
- 3. Residential developments serviced by public sewer shall be allowed in the R1 RND Overlay District as follows:
 - 1. Density: The density shall be two (2) lots per one (1) acre.

F. Impervious Surface

The maximum permitted impervious surface area, including all public and private structures, utilities or facilities within the watershed shall be 25 percent or existing, if greater than 25 percent. No buildings, pavement, patios or other impervious surface shall be constructed within the greenway or setback areas of any perennial stream or water impoundment established in this District, except as otherwise provided in this District.

G. Septic Tank Construction

Septic tanks and septic tank drain fields are prohibited within the greenway or setback areas of any perennial stream or water impoundment as established under this District.

H. Public Utilities

Utilities shall be exempt from the above greenway and setback provisions in accordance with the following conditions if the utilities to be located in the greenway or setback areas cannot feasibly be located outside these areas:

- a. The utilities shall be located as far from the stream bank or water impoundment as reasonably possible.
- b. The installation and maintenance of the utilities shall be such to protect the integrity of the greenway and setback areas as best as reasonably possible using watershed best management practices to the greatest extent practical.

I. Roadways

Roadways, bridges and drainage structures may encroach upon required greenways and setbacks where such structures are necessary to provide access. Such roadways and bridges shall cross-streams perpendicularly where reasonably possible. The number of such stream crossings and associated structures shall be minimized to the greatest extent possible.

J. Stormwater Management

- With the exception of an individual single-family residential lot, all development sites and subdivisions shall provide storm water detention in accordance with the requirements of Article 11 of this Ordinance.
- 2. If a subdivision (residential or nonresidential) project is provided with an onsite storm water detention facility, a property owner's association shall be established for its ownership and maintenance. The association bylaws shall be recorded concurrently with the recording of a final subdivision plot. The association bylaws shall include the following provisions:
- a. Automatic (mandatory) membership of all purchasers of lots therein and their successors; and,
- b. Conditions and timing of transferring control of the association from the developer to the lot owners shall be specified which shall not exceed four (4) years from the date of recording of the Final Plat of the subdivision; and.
- c. Responsibility for maintenance, insurance and taxes; and,
- d. Sharing of the costs of maintenance among the lot owners with shares defined by the association bylaws; and,
- e. Authority to place liens on the real property of members who fail to pay their dues or assessments; and,
- f. Prohibition on the dissolution of the association without the approval of the Board of Commissioners.

K. Limitation on Variances

Variances from the provisions of the W-P2 Watershed Protection Overlay District are prohibited except as follows:

1. Lots of Record

All lots or parcels of record as of the effective date of this amendment and all lots or parcels that are shown on a preliminary plat approved by the County prior to the effective date of this amendment, that are made unbuildable by the stream or water impoundment greenway or setback provisions of this District, may still be developed on a case by case basis. Requests for development of these lots shall be made to the Director of Development as Administrative Variances. If development is allowed, the minimum possible impervious surface and maximum

setback and greenway width, given the configuration of the lot, shall be maintained.

2. Nonconforming Lots, Buildings and Uses

Nonconforming lots, buildings and uses shall be governed by the provisions of Article 13, Non Conforming Situations. (3-2-04)

- Variances shall not be required for encroachments into watershed buffers within a stream mitigation plan provided that EPD and the US Army Corp of Engineers have granted a variance or allowed an encroachment into the minimum state tributary buffer.
- L. Hard Labor Creek Reservoir Management

Management of recreational usage, maintenance of natural and cultural resources and other public and non-public activities within the Hard Labor Creek reservoir, including greenways, shall be governed by the Hard Labor Creek Reservoir Management Plan.

M. Cornish Creek Reservoir Management

Management of recreational usage, maintenance of natural and cultural resources and other public and non-public activities within the Cornish Creek reservoir, including greenways, shall be governed by the Reservoir Management Plan of Cornish Creek Reservoir Lake Varner of 2004.

PC ACTION 6/3/2021:

Errata #5 – Changes to WP-2 for clarity

This amendment is simply clarifying that all lots are required to be 2-acres except within a residential development where the overall density is 1 lot per 2 acres with septic and 1 lot per 2 acres with sewer and we are adding the Cornish Creek Reservoir Management so that any development in that area must comply with those guidelines.

<u>Recommendation:</u> Wesley Sisk made a motion to recommend approval as submitted with a second by Pete Myers. The motion carried unanimously.

Amend Article 5 Permitted Uses and Article 6 Guest House/Caretaker Guidelines to allow by right-pending site approval Errata #6

NAICS	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	МНР	Ю	B1	B2	B3	тс	MUBP	M1	M2
	Guest House, and Caretaker/Employee Dwelling	Yes	۵	CP	CB	(1 acre +)			- 5.	=		CP	CP	۵	CP	CP	O O

Guest House, Caretaker House (2)

Guest Houses are allowed by right in the A, zoning, and as a conditional use in the A-1, and A-2 zonings; and (R-1 properties that are one-acre in size or larger) pending site approval

Guest houses are an accessory use to the primary residence.

Caretaker Houses are allowed by right in the TC zoning and as a conditional use in the

B-2, B-3, TC, MUBP, M-1 and M-2 zonings.

The use must maintain a residential appearance and shall produce no impacts in appearance, noise, light, and traffic that are detrimental to adjacent properties. Ä

The size of the guesthouse, tenant house or caretaker house can be no more than 800 square feet. 'n

C. The rental or lease of a guesthouse shall be prohibited.

D. Guesthouse shall be located in the side or rear yard of the primary house and shall have a 15' side setback and 40' rear setback

Specific Regulations for Residential Units- Units shall have the following additional requirements: ED.

every twelve (12) inches of horizontal run. Any dwelling unit for which a building permit was obtained prior to A minimum roof pitch of 6:12, which means having a pitch equal to at least six (6 inches of vertical height for

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.

- shingles, standing seam (non-corrugated tin or steel), clay tiles, slate, or similar materials approved by the All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or Director
- Exterior materials shall consist of wood, brick, stone or other masonry type product, fiber cement siding and other similar material is permitted. Vinyl and aluminum siding is prohibited.
- All primary roof overhang for exterior walls shall be no less than 12 inches for brick sided and 12 inches shall apply to gable ends as well as exterior walls supporting rafters.
- All exterior wall sections wider than 25 feet shall include an interruption in the plane of the façade by recess, protrusion, or fenestration. (garage side of house is excluded) ė.
- No exposed unpainted wood is allowed on the front façade of any dwelling except porch flooring boards.
- g. The dwelling shall be placed on a permanent foundation, either slab or pier, which meets the requirements of the IRC Building Code.
- Utility meters shall be mounted to the structure rather than on a utility pole, and all axles, tongues, and transporting and towing apparatus of manufactured homes shall be removed before occupancy.
- All residential structures shall have a minimum 6 ft. by 8 ft. front porch, patio or deck and a minimum 6 ft. by 8 ft. rear porch. The structure shall include steps, which lead to ground level, and both landing, and steps shall meet the requirements of the IRC Building Code.

PC ACTION 6/3/2021:

Errata #6 – Amend Article 5 Permitted Uses and Article 6 Guest House/Caretaker

Guidelines to allow by right-pending site approval

use. We will review the site and location prior to issuance of a permit. This is also adding setbacks for the guesthouse to be the same as the existing home. This amendment will allow a guest house without having to apply for a conditional

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

Errata # 7 Amend Article 8 Part 1 Section 130 and 140 to clarify exempt lots of 3 lots or less.

Section 130 Complete Application

- A. Applications are to be completed and all required fees for review of the preliminary plat, construction plans and final plat are to be paid when the plans are submitted.
- B. The Director may deem the application incomplete if:
 - 1. The application lacks required information;
 - The Director requires any additions or corrections of information necessary to make an informed decision; or
 - Fees are not paid, not sufficient, or the check was returned by the bank for insufficient funds.
 - The division of land into parcels of five (5) acres or more where no new street is involved.
- C. Failure to provide all information may result in delays and possible requirement of application re-submittal.
- D. Acceptance of plans by Walton County shall not constitute or guarantee any rights unless such plans are prepared in accordance with this ordinance.
- E. It is the responsibility of the applicant to ensure the completeness and accuracy of the plans and to submit payment of any required fees.

Section 140 Exempt Subdivisions

- A. For the purpose of this ordinance each of the types of activities described below shall be considered subdivisions but exempt from the procedures and required site improvement provisions of this ordinance:
- 1. The combination of existing tracts, recombination, or reconfiguration of existing tracts or creation of tracts into of no more than three two or more buildable lots of record, where the total number of lots is not increased. An Exemption Plat shall not be required for aggregations of properties for land assembly purposes where no building permit will be requested prior to issuance of a development permit.

- 2. The division among heirs or family members of land in the Agriculture District into lots greater than twenty acres each, or into three or fewer lots having a minimum lot size of five acres provided each lot meet the requirements of this ordinance.
- 3. An amnesty lot recorded as a buildable lot of record at least ten days prior to the effective date of this ordinance but not reviewed and approved under the provisions of this ordinance, provided that:
 - The lot meets all requirements of an exempt subdivision contained in Section 140, Paragraph A of this Part.
 - b. The Exemption Plat is limited to one individual lot and no property that adjoins the lot is owned, or has been owned, by the applicant in whole or in part.
- The division of land into parcels of two acres five (5) acres or more where no new street is involved. (Must comply with Article 6- Rural Public Road Development.)
- B. Exempt subdivisions shall be drawn as an Exemption Plat in accordance with the Final-Minor Plat standards of this ordinance and four copies shall be submitted electronically or two paper copies submitted in office with an application and appropriate fees to the Director for review and approval. Upon approval, the Director shall authorize the recording of the Exemption Plat with the Clerk of Superior Court of Walton County and grant the issuance of building permits pursuant to the codes and ordinances of Walton County.
- C. A Record Survey certified by a Land Surveyor currently registered in the State of Georgia shall be submitted to and approved by the Director showing the lot or lots in the exemption subdivision.
- D. The following standards apply to exempt subdivisions:
 - The subdivision or lot meets all requirements of this Ordinance and the applicant demonstrates that approval of the subdivision or lot will not create non-conformity to the requirements of this Ordinance on any other portion of the original property from which the lot was subdivided.
 - 2. The lot fronts on an existing public street.
 - No extension of utilities or construction of public streets are required or provided.
 If public water exists or is extended as required in Article 10, Part 2, Section 120;
 fire hydrants will be required every 800 feet.
 - 4. The lot shall comply with the requirements of the water provider and Health Department, or sanitary sewer provider, as appropriate. If new utilities are required or existing utilities are being modified, the Health Department or sanitary

- sewer provider, as appropriate shall certify approval of wastewater treatment service prior to approval of the Exemption Plat by the Director.
- All slope and utility easements and necessary street right-of-way as determined by the Director on the basis of the Thoroughfare Plan shall be provided at no cost to Walton County.

PC ACTION 6/3/2021:

Errata #7 - Clarify exempt lots of 3 lots or less

This section is being amended to comply with the Minor Subdivision splits off the existing county road; this will also require fire hydrants every 800 feet if public water exists or is extended to these minor developments.

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

Errata # 8 Amendment to Article 9 Section 100 D to remove wording regarding curb and gutter. This would allow a brick mailbox in an "open ditch" minor subdivision.

D. Clear Zone Requirements

No private structures, walls, brick mailboxes, statues monuments, trees, shrubbery or other objectionable objects shall be erected, constructed or planted within the public right-of-way. All such structures or objects shall be removed from the public right-of-way, by and at the sole expense of the owner within fourteen (14) days of notification by the Department. After a period of 14 days from the initial notification, said structure or object shall be removed and disposed of by Walton County and the owner shall be liable for removal and disposal costs. Exempt are decorative or masonry mailboxes located on interior streets of subdivisions. with curb and gutter.

PC ACTION 6/3/2021:

Errata #8 – Amendment to Article 9 Section 100 D to remove wording regarding curb and gutter. This would allow a brick mailbox in an "open ditch" minor subdivision.

This amendment to the clear zone requirements would allow brick mailboxes in open ditch subdivisions. This would mainly pertain to older developments as the USPS is now requiring Kiosk Mailbox units in all new residential developments.

<u>Recommendation:</u> Pete Myers made a motion to recommend approval as submitted with a second by Josh Ferguson. The motion carried unanimously.

Errata # 9 Amend Article 9 Section 100 B to add open ditch road requirements.

MINIMUM RIGHT-OF-WAY AND ROAD WIDTHS TABLE

(See also Appendix F, Standard Details 3.01, 3.02 and 3.03)

Street Category	Minimum R-O-W	Minimum Roadway Width*
Arterial Rural Urban	120' Min. 120' Min.	68' (4-Lane Divided, ditch) 72' (4-Lane Divided, C&G) 66' (5-Lane)
Major Collector Rural Urban	80' 80'	24'-30' (2-3 lanes) 24'-30' (2-3 lanes)
Minor Collector Rural Urban	70' 70' (7-6-04)	22' 22'
Local Street Rural Urban Open Ditch Commercial/Industrial	60' 50' <u>60'</u> 60'	20' 20' <u>18'</u> 26'
Cul-de-sac		
Commercial/Industrial	65' radius	50' radius
Urban	50' radius	40' radius
Rural	60' radius	40' radius

^{*} Pavement width not including outside curb and gutter, where required.

PC ACTION 6/3/2021:

Errata #9 – Amend Article 9 Section 100 B to add open ditch road requirements. This amendment to article 9-table for right-of-way and road widths to add the open ditch subdivision which will have a 60' ROW and 18' road width.

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

Errata # 10 Amend Article 5 to allow Subdivision, Private Drive Gated to be permitted by right, no longer requiring a conditional

use.

CS	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	O	B1	B2	B3	TC	MUBP	M1	M2
07	Subdivision, Private Drive Gated	Yes		GP	GD .	CP								-			. 1

PC ACTION 6/3/2021:

Errata #10 – Amend Article 6 to allow Private Drive Gated Subdivision to be

permitted by right, no longer requiring a conditional use.

This amendment would allow a private gated subdivision without the conditional use process being required.

Recommendation: John Pringle made a motion to recommend approval as submitted with a second by Pete Myers. The motion carried unanimously.

Errata #11 Article 9 Section 150 C. delete wording

Section 150 Geometric Street Design Standards

- A. All streets and roadways shall be designed in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Standards, as provided in *A Policy on Geometric Design of Highways and Streets*, latest edition and any amendments thereto. All applicable signage, markings or other traffic control measures shall be designed in accordance with the *Manual of Uniform Traffic Devices* (MUTCD), latest edition and any amendments thereto.
- B. Horizontal Curvature and Super elevation

All new streets shall adhere to the following standards governing horizontal curvature and super elevation unless otherwise specified by AASHTO Standards:

Street Category	Minimum Radius	Maximum Superelevation
Arterial	885 feet	0.06
Major Collector	500 feet	0.04
Minor Collector	300 feet	0.03
Local	250 feet	N/A

C. Tangents

Between reverse horizontal curves there shall not be less than the minimum centerline tangents shown below unless otherwise specified by AASHTO Standards. Compound radii are prohibited. Desirable tangent lengths shall be provided unless hardship conditions of topography or property configuration do not allow for tangent lengths greater than the minimum. For compound circular curves, the ratio of the flatter radius to the sharper radius shall not exceed 1.5 to 1.

Street Category	Minimum Tangent Length	Desirable Tangent Length
Arterial	300 feet	400 feet
Major Collector	200 feet	280 feet
Minor Collector	100 feet	150 feet
Local	100 feet	120 feet

PC ACTION 6/3/2021:

Errata #11 – Delete wording Article 9

This is an administrative correction to remove verbiage that says compound radii are prohibited in road design because they are addressed in the same paragraph with perimeters.

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

Errata #12 Article 2 amendment to definitions as outlined below:

DELETE:

GREENSPACE COMMITTEE: Appointed by the Board of Commissioners to review and make recommendations on proposed greenspace subdivision developments for possible acceptance into the Greenspace Program.

Committee no longer exists

OPEN SPACE: Areas of a development that allow for light, air, wildlife habitat, and for scenic and recreational use. Also included are areas designed to enhance the privacy or general appearance of a development. Private open space is open space that is owned by a corporation, individual, or homeowners association.

Public open space is open space owned by a governmental jurisdiction.

ADD:

GREEN SPACE: Areas of a development that allow for light, air, wildlife habitat, and for scenic and recreational use. These areas should preserve natural resources; and protect the quality of the environment. Also included are areas designed to enhance the privacy or general appearance of a development. Green space is open space that is deeded to Walton County

GREEN SPACE CONSERVATION DEVELOPMENT: A planned development subdivision that allows a reduction in minimum lot size in exchange for the dedication of green space.

PC ACTION 6/3/2021:

Errata #12 - Article 2 amendment to definitions

This is another administrative cleanup amendment is to remove the definition of "greenspace committee" as this doesn't exist; amends the definition of open space to delete verbiage regarding public open space-all open space is owned by an HOA or individual; it also adds the definition of green space conservation development.

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

Errata #13 Article 12 Part 1 Section 160 Change height of opaque fence to match Article 6 Outdoor Storage which requires 8 ft.

Section 160 Outdoor Screening

- A. In B2, B3, M1, M2 and MUBP districts, outdoor storage of materials, and outdoor servicing activities shall be enclosed by a wall or fence of solid appearance or visually continuous evergreen hedge not less than six (6)eight (8) feet high when adjacent to A, A1, A2, R1, R2, R3, or MHP.
- B. In any district where reference is made requiring adequate screening of a specified operation, such screening shall be a wall or fence of solid appearance or visually continuous evergreen hedge not less than six (6)eight (8) feet in height.

PC ACTION 6/3/2021:

Errata #13 – Article 12 Part 1 Section 160 Change height of opaque fence to match Article 6 Outdoor Storage which requires 8 ft.

This amendment is being proposed to make fence height requirements in Article 6 under Outdoor Screening which is now 6 ft. to the requirement in Article 12 under Transitional buffers which is 8 ft. Both will require 8 ft. for outdoor storage.

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

Errata # 14 Amend Article 6 to add Short Term Rentals and Article 5 Permitted Uses: add Short Term Rentals in A, R3 zonings as a Conditional Use.

**** A Fee needs to be established for these licenses****

Short Term Rentals

A. Location Allowed/Prohibited

Short Term Rental are prohibited in all zoning districts, except where specifically allowed as a conditional use.

Nothing contained in this Chapter shall be construed to prohibit motels, hotels, inns and other commercial lodging uses from being located in commercial zoning districts or where otherwise specifically allowed.

B. Tenancy

The maximum time period a Short Term Rental may be rented is seven (7) days, and the maximum number of such 7 day rentals in a calendar year is fifty-two (52). No Short Term Rental may be rented more than once during the same 7 day period, and 7 day rental periods shall not overlap.

C. Regulations Applicable to Short Term Rentals

In addition to the licensing requirements and other requirements set forth herein, the following regulations apply to Short Term Rentals:

- Annual Inspection: The property must be inspected each year by the Walton County Building Inspection Department prior to the issuance of a license for a Short Term Rental; All ADA guidelines will be required.
- Parking: Off street parking is required for every Short Term Rental. One (1) paved off-street parking space is required per room qualifying as a bedroom for Short Term Rentals. To qualify as a parking space, the minimum dimensional requirements must include a useable rectangular area of nine (9) feet wide by twenty (20) feet long, exclusive of any other area counted as a parking space. The number of vehicles allowed during a Short Term Rental tenancy shall not exceed the number of parking spaces available on the property. For the purposes of this ordinance, any type of trailer, boat and/or recreational vehicle shall also be counted as one vehicle, separate from the vehicle used to transport the trailer, boat and/or recreational vehicle;
- Traffic: Daily vehicle trips to any property qualifying as a Short Term Rental shall not exceed ten (10) average daily trips;
- Trash: All trash must be disposed of properly in county dumpsters. No trash may be disposed of
 on the property. If curbside trash pickup is available, a limit of three (3) rolling trash cans not to
 exceed sixty-five (65) gallons each may be utilized for property with a Short Term Rental. Use of
 commercial or roll-off dumpsters on a property with a Short Term Rental is prohibited;
- Demarcation of Boundaries: The property boundaries of every parcel with a Short Term Rental must be clearly demarcated with fencing or other means approved by the Director of Planning and Development;
- Fire Extinguishers: At least one (1) 10 lb. ABC fire extinguisher must be located on each level of
 the structure and must be clearly visible or marked with appropriate signage. Fire extinguishers
 must be certified annually by a licensed fire extinguisher company;
- Smoke Detectors: A smoke detector must be installed in each bedroom and on each level of the structure. All smoke detectors must be interconnected;
- Property Manager or Local Contract Person: All Short Term Rentals shall designate a local property manager. The local property manager shall be available 24 hours a day to respond to

tenant and neighborhood questions or concerns. Where a property owner lives within the same community as the Short Term Rental, the property owner may designate him/herself as the local contact person. The name, address and telephone number(s) of the local contact person shall be submitted to the Walton County Planning and Development Department, the Walton County Sheriff's Office, the Walton County Fire Department, and to the property owners located within a 300 foot radius of the property. The name, address and telephone numbers shall be permanently posted in the rental unit in a prominent location(s). Any change in the local contact person's address or telephone number shall be promptly furnished to each of these agencies and neighboring property owners as specified in this Section. If the local contact person is unavailable or fails to respond, the complaining or questioning party may contact the Walton County Sheriff's Office. The Sheriff's Office will then attempt to reach the local contact person. In cases where the Sheriff's Office is unable to reach the local contact person, the penalties as set forth in this Chapter shall apply.

D. License Required

All Short Term Rentals require an annual Short Term Rental License, in the form of an Occupational Tax Certificate. Short Term Rental Licenses are good for one calendar year. An applicant must apply each year and pay the license fee set by the Board of Commissioners. The license fee may not be pro-rated. Short Term Rental Licenses shall not renew, and an applicant must re-apply each year to continue operating as a Short Term Rental. Short Term Rental Licenses are non-transferable, and such licenses automatically terminate upon a change of ownership of the property on which a Short Term Rental is located.

E. Standards for Granting a License

The following standards shall be used to determine whether an application for Short Term Rental will be granted or denied:

- Applicant must prove ownership of the property;
- Short Term Rentals must be allowed in the zoning district in which the property is located. If Short
 Term Rentals are allowed in the zoning district as a conditional use, the applicant must have
 obtained such a conditional use permit before applying;
- Applicant must show compliance with requirements contained in this Chapter through inspection of books and records;
- Applicant must not have been convicted of a crime of moral turpitude within the 10 years prior to the application;
- Applicant must not have been convicted of violating any provisions of this Ordinance or the Walton County Code of Ordinances within 18 months of the application.

F. Violations

The use of property in violation of the provisions of this Chapter shall constitute a violation of this Ordinance, and the penalties shall be in accordance with Article 15 of the Walton County Zoning Ordinance. Additionally, any violation of this Chapter may result in the revocation of any Short Term Rental License issued hereunder.

If the property manager or local contact person is not able to be reached by the Walton County Sheriff's Office more than three times in any consecutive six month period, this shall be grounds for revocation of the Short Term Rental License.

PC ACTION 6/3/2021:

Errata #14 – Article 6 – Add Short Term Rentals and Article 5 Permitted Uses
This amendment is adding Short Term Rentals to Article 5 permitted uses so that
they are allowed in the A (5-acre) minimum lot size and R3 as a conditional use.
Article 6 is being amended to add Short Term Rentals with guidelines.
Recommendation: John Pringle made a motion to recommend approval as submitted
with a second by Wesley Sisk. Josh Ferguson opposed.

WALTON COUNTY, GEORGIA ORDINANCE NUMBER

AN ORDINANCE BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY

An Ordinance to prohibit loud noises which either disturbs, injures or endangers the comfort, repose, health, peace or safety of the citizens of Walton County, Georgia; to provide an effective date; and for other purposes.

WHEREAS, Article IX, Section II, Paragraph I of the Constitution of the State of Georgia grants the governing authority of each county the legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the constitution or any local law applicable thereto;

WHEREAS, pursuant to O.C.G.A. § 36-1-20, a county may enact regulations to protect the health, safety, and general welfare of the public under its police powers;

WHEREAS, in order to protect the health, safety, and general welfare of the public, Walton County desires to prohibit loud noises that disturbs, injures or endangers the comfort, repose, health, peace or safety of the citizens of Walton County in certain circumstances.

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

1.

The Code of Walton County, Georgia is hereby amended to add the following:

Sec. 34-37. Title. This ordinance shall be known as the Walton County Noise Disturbance Ordinance.

Sec. 34-38. Penalty. It shall be unlawful and punishable as provided in Section 1-12 for any person within the unincorporated areas of the county to violate any of the provisions of this Ordinance. Alleged violations of this Ordinance shall be tried in the Magistrate Court of the County.

Sec. 34-39. Definitions. The following words, terms and phrases, when used in this Ordinance, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "**Agricultural Property**" means a parcel of real property that is primarily used for agricultural purposes in accordance with the maps, terms and provisions of the Walton County Land Development Ordinance.
 - (b) "Noise Disturbance" means any sound which:
 - (i) may disturb or annoy reasonable persons of normal sensitivities; or
 - (ii) causes, or tends to cause, an adverse effect on the public health and welfare; or
 - (iii) endangers or injures any person; or
 - (iv) endangers or injures personal or real property.
- (c) "**Noise-Sensitive Area**" means any area in the unincorporated areas of Walton County where a school, hospital, nursing home, church, court or public library is located.
 - (d) "Ordinance" means the Walton County Noise Disturbance Ordinance.
- (e) "**Person**" means any individual, association, partnership, joint venture, limited liability company or corporation.
- (f) "Plainly Audible" means any sound for which any of the content of that sound is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this Ordinance, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his or her unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for such person to determine the title, specific words or artist of music, or the content of any speech.
- (g) "Public Right-of-Way" means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a governmental entity.
- (h) "**Public Space**" means any real property or structures thereon owned by a governmental entity and normally accessible to the public, including but not limited to parks and other recreational areas.
- (i) "**Real Property Boundary**" means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from real property owned by another person.
- (j) "Residential Area" means any real property which contains a structure or building in which one or more persons reside.
- **Sec. 34-40. General Prohibition.** No person shall make, continue, or cause to be made or continued, any Noise Disturbance.

Sec. 34-41. Enumeration of Prohibited Noises.

In addition to the general prohibition set forth in Section 34-40, the following specific acts are declared to be in violation of this Ordinance:

- (a) *Horns, Signaling Devices*. The sounding of any horn or signaling device of a motor vehicle that is Plainly Audible to any person in a Public Right-of-Way or Public Space for a period of time in excess of sixty (60) seconds, except as a danger or emergency warning.
- (b) Radios, Television, Musical Instruments, Loudspeaker and Sound Amplifier. Operating, playing, or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, loudspeaker system, sound amplifier, or any such similar device, which produces, reproduces, or amplifies sound in such a manner as to be Plainly Audible at a distance in excess of 100 feet from the Real Property Boundary of the noise source, within any Residential Area, Noise-Sensitive Area, Public-Right-of-Way, or Public Space.
- (c) Loudspeaker and Sound Amplifiers. The use or operation of any loudspeaker system, sound amplifier or other similar device between the hours of 10:00 p.m. and 7:00 a.m., within or adjacent to a Residential Area, Noise-Sensitive Area, Public Right-of-Way, or Public Space such that the sound therefrom is Plainly Audible across the Real Property Boundary of the noise source. In all Residential Areas and within 500 feet thereof, no sound amplifying equipment shall be installed, operated, or used for commercial purposes at any time.
- (d) Powered Equipment Intended for Repetitive Use in Residential Areas. The operation of, or permitting the operation of, any lawn mower, backpack blower, lawn edger, riding tractor, or any other machinery, equipment, or other mechanical or electrical device, or any similar tool between the hours of 10:00 p.m. and 7:00 a.m., within or adjacent to a Residential Area or Noise-Sensitive Area such that the sound therefrom is Plainly Audible across the Real Property Boundary of the noise source.
- (e) *Emergency Signaling Devices*. The intentional sounding, or permitting the sounding, outdoors of any stationary fire, burglar, or civil defense alarm, siren, whistle, or similar stationary emergency signaling device, except for emergency or testing purposes.

(f) Motor Vehicles.

(i) No person shall operate, or permit to be operated, any motor vehicle, motorcycle, or off-road vehicle not equipped with a muffler or other device in good working order that is intended to effectively prevent loud or explosive noises from the motor vehicle, motorcycle, or off-road vehicle.

- (ii) No personal shall operate, or permit to be operated, any motor vehicle, motorcycle, or off-road vehicle that creates a Noise Disturbance across a Real Property Boundary in a Residential Area or in a Noise-Sensitive Area due to the sound of tire squeal.
- (iii) No personal shall operate, or permit to be operated, any motor vehicle, motorcycle, or off-road vehicle that creates a Noise Disturbance across a Real Property Boundary in a Residential Area or in a Noise-Sensitive Area due to the sound of high acceleration.
- (g) Consumer Fireworks. The use or exploding of consumer fireworks between the hours of 10:00 p.m. and 9:00 a.m., except on the dates, and at the times, explicitly specified in chapter 10 of title 25 of the O.C.G.A. (O.C.G.A. § 25-10-1 et seq.).
- (h) Funerals. No person may engage in loud singing, playing of music, chanting, whistling, yelling, or the making of any other sound with, or without, any sound amplification equipment, including, but not limited to, bullhorns, auto horns, and microphones within 200 feet of the Real Property Boundary of any active funeral site, where the level of such sound is Plainly Audible to the attendees at the site.
- **Sec. 34-42. Exceptions.** The provisions of this Ordinance shall not apply to sounds created by agricultural equipment, including but not limited to tractors, combines, and other similar equipment, when the sounds from such equipment originates on Agricultural Property or the Public Right-of-Way.

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.

5.

This Ordinance shall become	e effective	immediately upon passage.
SO ORDAINED this	_ day of	, 2021.
		avid G. Thompson, Chairman Valton County Board of Commissioners
	R	ttest: honda R. Hawk, County Clerk
	W	alton County, Georgia

[COUNTY SEAL]

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, June 1, 2021 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren (via telephone), Mark Banks, Timmy Shelnutt, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, HR Director Melissia Rusk 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.

PRESENTATIONS

Cassandra Weston-Hainsworth with Walton County 4-H presented members of the BB Team, Archery Team and Air Rifle Team and recognized their achievements.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:08 p.m. and led the Pledge of Allegiance. Commissioner Shelnutt gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Shelnutt made a motion to adopt the agenda adding item 7.4 Discussion of Dormant Accounts. Commissioner Bradford seconded the motion. Commissioners Banks, Shelnutt, Bradford, Adams and Dixon voted in favor. Commissioner Warren was not available to vote as the call was temporarily interrupted. The motion passed.

PLANNING COMMISSION RECOMMENDATIONS

<u>Approval of Z21010020 - Rezone 87.85 acres from R1 to R1OSC for a residential subdivision - Applicant: Psachya Futterman/Owner: Scenic Hill Estates Inc - Dry Pond Rd-Map/Parcel C1200083 - District 6 - Tabled 5/4/21</u>

Motion: Commissioner Dixon made a motion to approve the rezone with the following conditions: all R1OSC guidelines must be adhered to including buffer conditions, HOA formulation and open space percentage minimums, previously agreed to entrance location, all OSC buffers must be kept natural, entrance to subdivision to be brick or stone (lighting or gating to be at developer discretion), all homes must have a minimum roof pitch of 6/12 (which exceeds the OSC pitch of 5/12), and all homes are to be built with suitable quality to include the following outside compositions: brick, stone, rock, hardiplank cement siding, cedar impressions polymer siding or premium vinyl with a minimum thickness of .044. The builder grade vinyl (.038) will not be accepted under any circumstances. Commissioner Shelnutt seconded the motion. Commissioners Banks, Shelnutt, Adams and Dixon voted in favor. Commissioner Bradford voted against the motion. The motion carried 4-1. The telephone connection with Commissioner Warren was reestablished after the vote.

<u>Approval of CU21030011 - Conditional Use for existing Guest House on 7.05 acres - Applicant: Wesley Brown Sisk/Owners: Wesley & Maghan Sisk - Property located at 1810 Alcovy Mtn. Rd-Map/Parcel C1390010 - District 4</u>

Chairman Thompson opened the public hearing on the matter. No one spoke in favor or in opposition of the conditional use. Chairman Thompson closed the public hearing on the matter.

Commissioner Bradford made a motion approve the conditional use as requested. Commissioner Banks seconded the motion and all voted in favor.

<u>Approval of CU21040001 - Conditional Use for Guest House - Applicants/Owners: Terrell & Diane Peters - Property located at 2190 Jug Rd-Map/Parcel C1610038 - District 4</u>

Chairman Thompson opened the public hearing on the matter. Applicant Terrell Peters spoke in favor of the conditional use. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Bradford made a motion to approve the conditional use. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

Approval of Z21030019 - Rezone 1 acre from A to R1 and 4+ acres from A to A1 for residential use - Applicant/Owner: Atlanta's Best Construction Inc - Property located at 1630 Hew Hope Church Rd-Map/Parcel C0610090 - District 1

Chairman Thompson opened the public hearing on the matter. Chris Sands of Atlanta's Best Construction, Inc. and Brian Rueben VP of St. Martins HOA commended Commissioner Warren for facilitating the agreed upon conditions to the rezone. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Warren made a motion to approve the rezone with the following conditions: the applicant shall be prohibited from operating his concrete construction company from 1630 New Hope Church Road, Monroe, Ga., with the exception of active improvements to the property, the applicant shall be prohibited from parking any equipment or vehicles associated with his concrete construction company on any part of the property, applicant shall install a natural buffer seven feet from the fence line where it backs up to St. Martins Way and Sweetwater Trail, applicant shall plant evergreen trees along the fence line in the natural buffer eight ft. on center and applicant shall take whatever measures are necessary to restrict water runoff from his property onto the property of residents on Sweetwater Trail as agreed upon at the meeting on May 14, 2021. Commissioner Banks seconded the motion; voted and carried unanimously.

<u>Approval of Z21030021– Rezone 1.20 acres from B1 to B3 to park tractor trailers - Applicant:</u> <u>Alic Scrinic/Owners: Donna Shave & Roland Lanctot Trustees - Property located at Nathan Blvd-Map/Parcel C0440013K00 - District 1</u>

Chairman Thompson opened the public hearing on the matter. Applicant Alic Scrinic spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Warren made a motion to approve the rezone. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

Approval of Z21030022 - Rezone 5.70 acres from R1 to A1 for animals - Applicant: Michael Brandenburg/Owners: Michael & Leigh Ann Brandenburg - Property located at 2710 Hester Town Rd-Map/Parcel C1680054A00 - District 4

Chairman Thompson opened the public hearing on the matter. Applicant Mike Brandenburg spoke in favor of the rezone stating he would like to have two donkeys. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

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

<u>Denial of Z21040002 - Rezone 10.467 acres from A1 to B2 for small concert hall/outdoor event center/Applicant: Angela McDowell/Owner: Superior Teleservice Group - Property located at 376 Highway 11-Map/Parcel C1400021 – District 4</u>

Chairman Thompson opened the public hearing on the matter. Planning Director Charna Parker explained that there had been an error in advertising the rezone in the paper and the Board would not be able to vote on the issue tonight but could allow the public to speak. Applicant Angela McDowell spoke in favor of the rezone. She would like to have an outdoor event center for weddings, festivals, small theatre and musical productions. She stated she has been working with the neighbors and had agreed to reduce the number of annual concerts from 20 to 10 and to add a memorial for the grave sites. She has spoken with sound engineers to localize the sound so it does not disturb the neighbors across the street. She stated she is aware of the safety concerns and will have an officer at all events to direct traffic. Larry Carnes of 1077 Mill Run spoke in opposition to the rezone. He stated there was no way to buffer the sound and had other concerns over traffic and oil and trash runoff going into Rocky Creek which dumps into the reservoir. Judy Lovell of Wildwood Way spoke in opposition stating safety concerns and noise. Chairman Thompson closed the public hearing on the matter.

No action will be taken on the matter until the next meeting on July 6, 2021.

PLANNING & DEVELOPMENT

Reconsideration of Zoning Conditions - Z221010019

Chairman Thompson opened the public hearing on the matter. He stated he would like to reconsider the restrictions placed on rezone Z221010019. Ed Layman of Bradley Gin HOA stated they would be satisfied with a buffer of Leland Cypress or evergreens. Commissioner

Banks stated if the applicant wanted to go above and beyond he could still do so if he wanted to. After some discussion, Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Bradford made a motion to delete 6A-D of the landscape conditions. The conditions deleted include the following: Muskogee Crepe Myrtle or equivalent per 18 ft., 3 Tea Olives to be centered between the Crepe Myrtles 4 ft. apart, 3 August Beauty Gardenias in front of the Crepe Myrtles spaced 3 ft. apart and 3 Rose Creek Abelias in front of the Tea Olives spaced 3 ft. apart. Commissioner Adams seconded the motion; voted and carried unanimously.

Request to change name of Mt. Ena Church Road to Mt. Enon Church Road

Motion: Commissioner Bradford made a motion, seconded by Commissioner Banks to start the process for changing the road name to Mt. Enon Church Road. Commissioners Warren, Banks, Shelnutt, Bradford and Adams voted in favor with Commissioner Dixon abstaining. The motion carried.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of May 4, 2021 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5,000.00 or Greater
- 3. Declaration of Surplus Property
- 4. Inconvenience Fee Agreement Check the Gate Productions
- 5. Acceptance of Grant GRGPA in the amount of \$1750
- 6. IGA City of Loganville Independence Celebration at West Walton Park
- 7. Contract Renewal Oglethorpe Co. Inmate Housing
- 8. Lease Agreement State of Georgia Department of Driver Services

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

FINANCE

<u>Presentation - Mauldin & Jenkins - Operational Assessments</u>

David Roberts and Kate Russell of Mauldin & Jenkins presented operational assessments with recommendations for the Facilities Department, Water Department, Parks & Recreation and Public Works. Chairman Thompson requested authority to prioritize and move forward with the recommendations.

Motion: Commissioner Banks made a motion to give Chairman Thompson the authority to make the recommended changes. Commissioner Adams seconded the motion. All voted in favor.

Acceptance of American Rescue Plan Act - First 1/2 Allocation in the amount of \$9,186,790.50

Finance Director Milton Cronheim discussed the specific uses of the allocation and stated the 2nd half of the allocation is expected in a year.

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

Agreement - Paychex - For InVision Iris Time Clock

Finance Director Milton Cronheim presented an agreement to upgrade the time clock for 911 and Public Works.

Motion: Commissioner Adams made a motion to approve the agreement with Paychex for the InVision Iris Time Clock. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

Addition – Discussion of Dormant Account

Chairman Thompson announced that he and the Finance Department had discovered a dormant account in the water department totaling 3.5 million. The account has been dormant since August 2008. The money was paid to the Walton County Water Authority from Oconee Co. for reimbursement from an intergovernmental agreement for the upfront costs of the Hard Labor Creek Reservoir. The money identified has been determined to be unrestricted. The General Fund contributed \$480,000 and is due a reimbursement of \$480,000 plus interest.

RESOLUTIONS

FY2021 Budget Amendments

Motion: Commissioner Bradford made a motion to adopt the Resolution for FY2021 Budget Amendments. Commissioner Adams seconded the motion and all voted in favor.

Authorizing Chairman to amend the FY2021 Budget as part of the fiscal year closing process

Motion: Commissioner Adams made a motion, seconded by Commissioner Warren to adopt the Resolution authorizing the Chairman to amend the FY2021 Budget as part of the fiscal year closing process. All voted in favor.

Adoption of FY 2022 Budget

Motion: Commissioner Adams made a motion, seconded by Commissioner Banks to adopt the FY2022 Budget; voted and carried unanimously.

Capital Improvements Element Annual Update

Motion: Commissioner Shelnutt made a motion to adopt the Resolution for the Capital Improvements Element Annual Update. Commissioner Adams seconded the motion and all voted in favor.

<u>Development Authority of Walton County -To provide for Chairman of the Walton County Board of Commissioners to be Ex Officio Member and to clarify process for appointment of Mayors</u>

Motion: Commissioner Shelnutt made a motion, seconded by Commissioner Dixon to adopt the Resolution; voted and carried unanimously.

HUMAN RESOURCES

<u>Proposed Amendment to Civil Service Personnel Rules and Regulations -</u> Promotions/Reclassifications and Resolution

HR Director Melissia Rusk explained that currently external hires could be started up to step-6 of the job classification but that internal employees applying for the same position could only be started on step-1. This amendment would make the policy consistent.

Motion: Commissioner Banks made a motion, seconded by Commissioner Bradford to approve the proposed amendment. All voted in favor.

Requested Change in Holiday Policy - E-911 and EMS

HR Director Melissia Rusk and Walton Co. Communications Director Wendra Williams presented a request to receive holiday pay at the time the holiday is observed for E-911 Communication Officers and Walton Co. EMS.

Motion: Commissioner Bradford made a motion to approve the change and to give the Chairman the authority to approve should other descrepancies be found in other departments. Commissioner Adams seconded the motion; voted and carried unanimously.

APPOINTMENTS

Appointment - Monroe-Walton County Library Board of Trustees

Motion: Commissioner Dixon made a motion, seconded by Commissioner Shelnutt to appoint Ansley Holder to a six year term beginning 6/1/2021. All voted in favor.

Appointment - NEGRC Council Private Representative

Motion: Chairman Thompson made a motion to appoint Shane Short as the NEGRC Council Private Representative. Commissioner Warren seconded the motion; voted and carried unanimously.

Appointment - DFACS Board - Request to reappoint Gina Meadows and Charlotte George

Motion: Commissioner Banks made a motion to reappoint Gina Meadows and Charlotte George to the Walton Co. DFACS Board and commended them for serving. Commissioner Dixon seconded the motion and all voted in favor.

DISCUSSION

Employee Benefits and Compensation

Motion: Chairman Thompson made a motion to award county employees, as well as temporary employees an across the board 3-step increase equivalent to a 3.75% pay raise to begin with the July 5, 2021 pay period. This can be done without raising the mileage rate. Commissioner Bradford seconded the motion. Commissioner Adams commended the Chairman for taking the time to analyze the situation and bring this forward. All voted in favor.

EXECUTIVE SESSION

Motion: At 7:56 p.m., Commissioner Adams made a motion, seconded by Commissioner Warren to enter into executive session to discuss a real estate matter. Commissioners Warren, Banks, Shelnutt, Bradford, Adams and Dixon voted in favor. Commissioner Warren ended his attendance of the meeting via telephone.

Motion: At 8:07 p.m. Commissioner Adams made a motion, seconded by Commissioner Adams to return to regular session. Commissioners Banks, Shelnutt, Bradford, Adams and Dixon voted in favor.

There was no public action to report.

ADJOURNMENT

Motion: Commissioner Banks made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:08 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

July 1, 2021

Meeting FY21 & FY22			July 1, 2021		
Department		Fund	Description	Payee	Amount Preapproved by Board
Budget Year FY 22					
Various					
		100	AFLAC Premium Due Adjustments May 2021 - For the Record	AFLAC Group Insurance	\$8,631.24 Board Approved
		100	AFLAC Premium Due Adjustments June 2021 - For the Record	AFLAC Group Insurance	\$8,379.41 Board Approved
		100	LVAP May Per OCGA 15-21-132 HB 17- For the Record	Local Victims Assistance Fund	\$9,225.34 Board Approved
		100	Water Purchase Agreement July 2021-September 2021	Albert Floyd	\$5,000.00
		100	General Legal Fees - May 2021 - For the Record	·	\$25,014.73 Board Approved
Other Finance				Atkinson/Ferguson	
	9610	610	Replenish Funds in Health Benefits Trust - For the Record	Walton County Health Benefits Trust	\$500,000.00 Board Approved
Data Processing/MIS	1505	400	Vecen Benevial	Chi International	¢0.084.¢0
	1535	100	Veeam Renewal	Shi International	\$9,984.60
Tax Commissioner	1545	100	Pre-Bills for Property Tax	Governmental Systems, Inc	\$24,190.00
	1343	100	Fre-bills for Froperty Tax	Governmental Systems, inc	\$24, I30.00
Risk Management	1555	100	Volunteer Fireman-Policy Renewal FY22	Apex Insurance Agency, LLC	\$14,005.00
	1000	100	volunteer Fireman-Policy Renewal F122	Apex insurance Agency, LLC	\$14,005.00
Probate Court	2450	100	Live Scan Charges 6/25/2021	Georgia Bureau of Investigations	\$5,622.50
	2400	100	Live Scan Charges 0/23/2021	Georgia Bureau of Investigations	\$3,022.30
Juvenile Court	2600	100	Indigent Defense	Indigent Defense	\$6,195.00
	2000		malgant Bolonea	malgoni Bolonoo	ψο, 100.00
lail					
	3325		Inmate Medical	Correct Health	\$37,829.30 Board Approved
		100 100	Specialty Care Expense Overage for Inmate Medical services Inmate Meals - May 2021	Correct Health Kimble's Food By Design,Inc.	\$26,692.92 Board Approved \$50,654.23 Board Approved
			, .	, J.	,,
EMS					
	3610		Ambulance Box Mounted on Chassis (1)	ETR	\$111,411.00
		531 531	2021 Dodge Chassis (1) Ambulance Billing - May 2021	Ginn Motor Co. Emergency Billing, LLC	\$41,760.00 \$17,166.93
		531	Ambulance License Renewal	Georgia Department of Public Health	\$15,100.00
Animal Control	2010	400	Touchscreen 2 in 1 Notebook & Adapters (3)	SCW	¢0.072.04
	3910	100	Touchscreen 2 III T Notebook & Adapters (3)	SCW	\$8,873.04
Public Works					
	4220	100	Comp. Trans. Plan	Atlas Technical Consultants, Inc.	\$27,654.17
Fraffic Engineering					
	4270		Install Solar RFB crossing at Sharon Elementary School	Sunbelt Traffic	\$18,850.00
		100	Road Striping	Peek Pavement Marking, LLC	\$200,000.00
Hard Labor Creek	4405	508	Operation & Maintenance - For the Record	Precision Planning	\$2,382.57
	4403	508	Operation & Maintenance - For the Record	Russell Hatcher Electrics, Inc	\$16,000.00
		508	Professional Services through May 31, 2021	Precision Planning	\$4,940.49
Vater	4440	E07	Drefessional Facinessis - Comiter - May 0004	Dresision Direction	to 207.07
	4446	507	Professional Engineering Services - May 2021	Precision Planning	\$9,207.87
		507	Outsource Billing/Postage for Bills	Arista Information Systems, Inc	\$8,450.26
		507	Water - May 2021; Sewer - May 2021	City of Monroe Combined Utilities	\$23,011.36

		507	Printing Bills/Postage for Bills	Arista Information Systems, Inc	\$8,413.45
		507	k Services-Forest Ridge, Hwy78/Monroe, Sharon, Youth, Bold Spring, Betv	Utility Service Co, Inc	\$10,303.23
		507	Water and Testing - Newton - May 2021	Cornish Creek Water Fund	\$195,247.00
		507 507	Water Used -Oconee County - May 2021 Gas and Diesel	Oconee County Water Resources Brown Oil	\$11,691.65 \$5,354.40
Solid Waste	4530	540	Tipping Fees - May 2021	City of Monroe Public Works	\$17,939.92
Recreation Programs	6130	100 100 100 100	Football Jersey Costs (400) Cheer Uniforms (250) Baseball and Softball Uniforms (1500) & (500) Belts Soccer Uniforms (300)	Scotteez Scotteez Scotteez Scotteez	\$13,665.00 \$12,500.00 \$21,600.00 \$5,900.00
		100	Baseball/Softball Hats for Players/Coaches (1500)	Scotteez	\$10,500.00
Park Areas	6220	100 100 100	Water Purchase Agreement - October to December Water Purchase Agreement - April to June Water Purchase Agreement - January to March	Albert Floyd Albert Floyd Albert Floyd	\$5,000.00 \$5,000.00 \$5,000.00
Imment Fore Library Admini					
Impact Fees - Library Admini 6	5510.75	355 355 355 355	Book and Supply Purchases - For the Record Book and Supply Purchases - For the Record Book and Supply Purchases - For the Record Book and Supply Purchases - For the Record	Azalea Regional Library System Azalea Regional Library System Azalea Regional Library System Azalea Regional Library System	\$7,522.71 \$6,461.05 \$4,485.65 \$10,070.21
Jail SPLOST 2013	3325.13	322	Additional Design Service for Jail	Precision Planning, Inc	\$8,000.00
RDS & Bridges-Splost 2019	1220.19	323	Jacks Creek Rd-LMIG 970 gal; Chandler Rd - 655 gal	Garrett Paving	\$5,281.25

Total \$1,606,167.48

Item 7.3.

Walton County Miscellaneous Surplus

Items released as County Surplus Property on __29th____ day of ___June_____, 2021

	1	Try Surplus Property on day or	Te, 2021
		Description	
QTY	Dept. or ID #	(make/model/year if Applicable)	Serial / V.I.N.
1	Public Works	1994 Chevorlet Kodiak	1GBM7H1J0RJ103045
1	Sheriff's Office	2008 Dodge Charger	2B315A43H08H285967
1	Sheriff's Office	2009 Dodge Charger	2B3LA43T89H541265
1	Sheriff's Office	2006 Ford Crown Vic	2FAFP71W66X143598
1	Public Works	Stihl Trimmer FS91R WC64	512582346
1	Public Works	Stihl Trimmer FS91R WC80	516411541
1	Sheriff's Office	2008 Dodge Charger	2B3KA43H78H285965
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Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree Street, NW Atlanta, GA 30308 (404) 631-1000 Main Office

April 28, 2021

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

Subject: PI No. 0017112, Walton County

Contract Item Agreement Undated – Water Facilities

Dear Mr. Jordan:

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

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which Walton County will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is \$77,460.00 of which the Department will bear 0% or \$0.00 and Walton County will bear 100% or \$77,460.00. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Forsyth County and <u>return all three (3) counterparts</u> to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. In this connection, be sure to have a notary public sign the Agreements. Please be certain that the notary public affixes his/her seal alongside their signature. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of Walton County is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

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

Mr. Morris Jordan PI No. 0017112, Walton County Contract Item Agreement Undated – Water Facilities April 28, 2021; Page 2 of 2

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Walton County in writing the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

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

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

Very truly yours,

Shajan Joseph, P.E.

Assistant State Utilities Administrator

For: Patrick Allen, P.E. State Utilities Administrator

PA: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Kelvin Mullins, District 1 Engineer
Yulonda Pride-Foster, District 1 Utilities Manager
Abdulvahid Munshi, Utility Coordinator
Amit Poshiya, Project Manager

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Walton County

G.D.O.T. P.I. No.: 0017112

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

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to replace a bridge on County Road 433/Jacks Creek Road at Jacks Creek in Walton County, Georgia; and

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

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

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

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

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

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

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

- 2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.
- 3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.
- 4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.
- 5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.
- 6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.
- 7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.
- 8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is \$77,460.00 based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear \$0.00 or 0% and the LOCAL AGENCY shall bear \$77,460.00 or 100%.

- 9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.
- 10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.
- 11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 12. Pursuant to O.C.G.A. Sec. 50-5-85, COMPANY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- 13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
- 14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

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

WALTON COUNTY

BY:		BY:
BY:NOTARY P	PUBLIC (SEAL)	
SWORN TO AND	SUBSCRIBED	TITLE:
BEFORE ME THIS	S_DAY	
OF		
Notary Public		
My commission ex	xpires:	
	the Walton County pursuan	t to <u>resolution</u> dated
FEIN		BY:
*********	*******	SECRETARY/ASST.SECRETARY
		(OFFICIAL SEAL)
RECOMMENDED	:	ACCEPTED:
		DEPARTMENT OF TRANSPORTATION
BY: STATE UTILITI E	ES ADMINISTRATOR	
		BY:
		COMMISSIONER
PROJECT NO.:	N/A	Signed, sealed and delivered this
COUNTY:	Walton	day of, 20
G.D.O.T. P.I. NO.:		
DATE:	April 28, 2021 DB	
		(OFFICIAL SEAL OF THE DEPARTMENT)
I attest that the seal	imprinted herein is the Offic	cial Seal of the DEPARTMENT.
		BY:
		TREASURER
		OFFICIAL CUSTODIAN OF THE SEAL

RESOLUTION

STATE OF GEORGIA

WALTON COUNTY

BE IT RESOLVED by the BOARD OF COMMISSIONERS of WALTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project, P.I. No. 0017112 to replace a bridge on County Road 433/Jacks Creek Road at Jacks Creek in Walton County and that Mr. David Thompson as Chair of the Board of Commissioners and Ms. Rhonda Hawk, as County Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the BOARD OF COMMISSIONERS of WALTON COUNTY.

Passed and adopted, this the	day of		, 20
ATTEST:			
COUNTY CLERK	BY:	CHAIR	
STATE OF GEORGIA,			
WALTON COUNTY			
I, Ms. Rhonda Hawk, as County Cl	lerk, do hereby certi	ify that I am cu	stodian of the books
and records of the same, and that the above	and foregoing copy	of the original	is now on file in my
office, and was passed by the Board of Com	nmissioners of Walto	on County.	
WITNESS my hand and official sig	nature, this the	day of	,
20	DV.		
	Б1		CLERK
		(OFFICIA	AL SEAL)



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	WALTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	Project No. N/A, PI No. 0017112, Walton County; To replace a bridge on County Road 433/Jacks Creek Road at Jacks Creek.

CONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
Name of Contractor	
I hereby declare under penalty of perjury that the foregoing is true and correct	
Printed Name (of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
Signature (of Authorized Officer or Agent)	Date Signed
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF, 20	
	[NOTARY SEAL]
Notary Public	
My Commission Expires:	

	Pay Item and Description	Additional Description	Unit		In-Kind Items		Betterment Items		In-Kind		Actual Bid Costs					
				Orig Plan Total Qty		Orig Est Cost	Orig Plan Total Qty	Orig Est Cost	Betterme nt Total Qty		Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost	Final QTY	Final Cost
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8140	ADJUST WATER VALVE BOX TO		EA	2	\$ 850.00				0							
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1080		DIP Rest. Joint	LF	170	\$ 205.00				0							
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SUMMARY OF QUANTITIES

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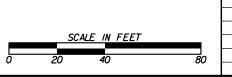
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	670-1080	WATER MAIN, 8 IN DIP, RESTRAINED JOINT	LF	170
	670-1600	CUT & PLUG EXISTING WATER MAIN	EA	2
	501-2000	STR STEEL BR NO - 1	LUMP	LS
	611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	2
******	670-1500	CAP OR REMOVE EXISTING WATER MAIN	EA	1

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PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
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ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)





planners • engineers • architects • surveyors
802 E SPRING ST. MONROE, GA 30655
770.267.8800 • www.ppi.us

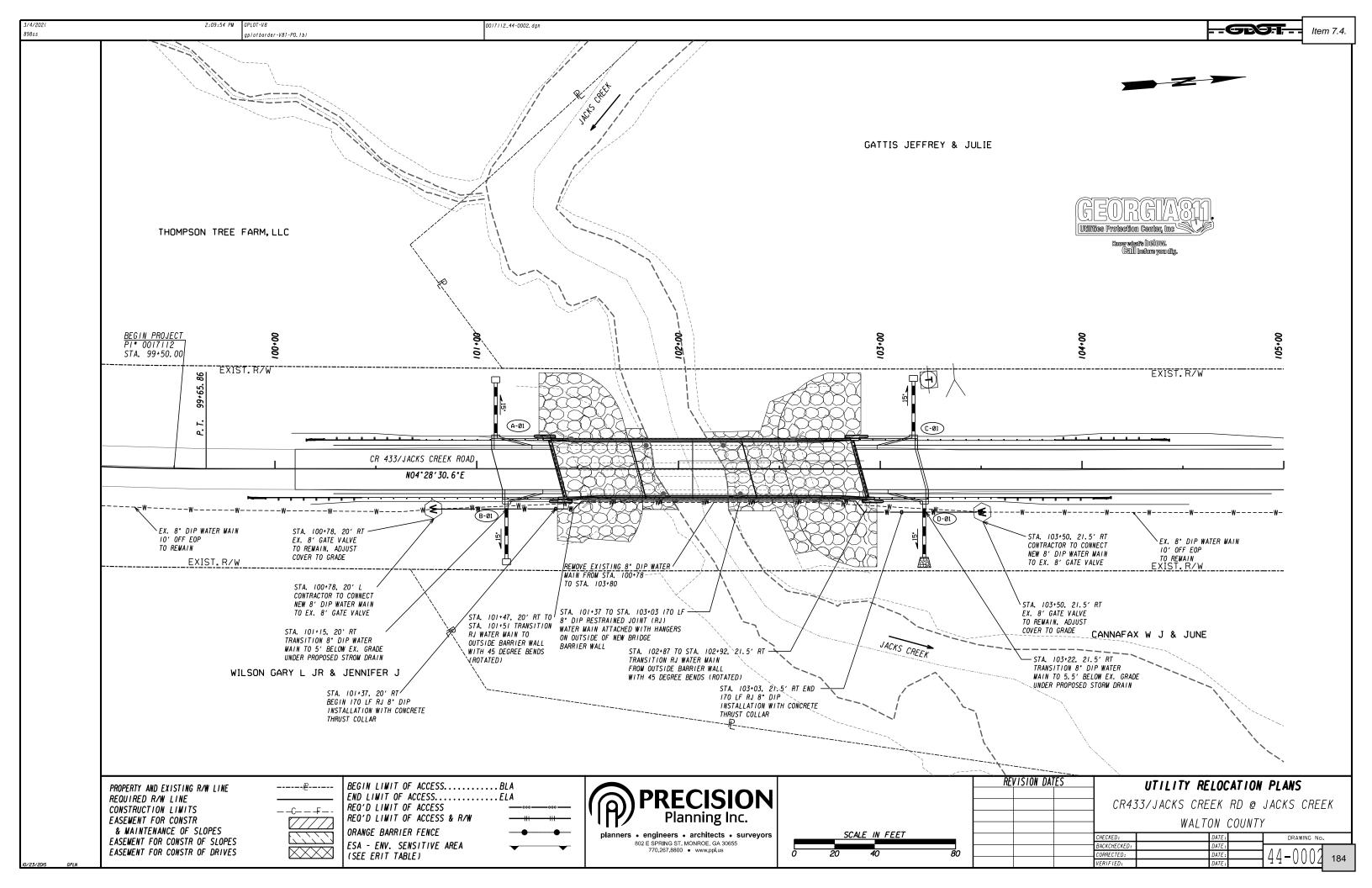
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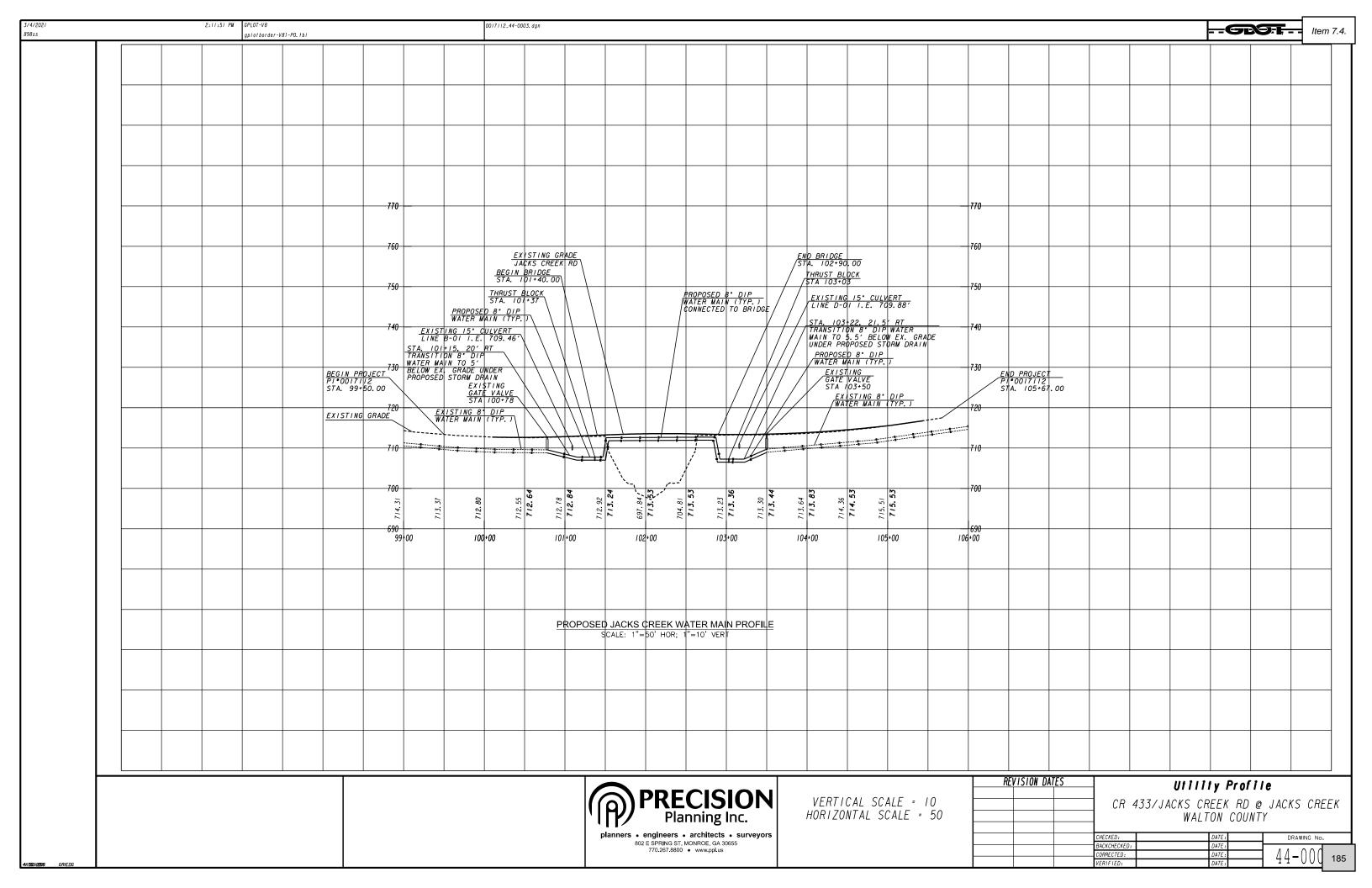
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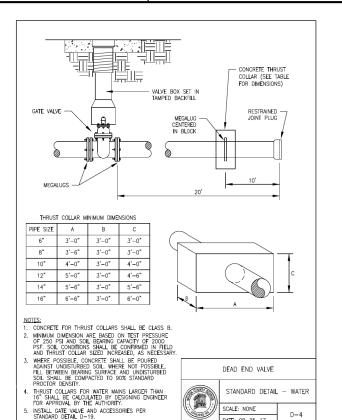


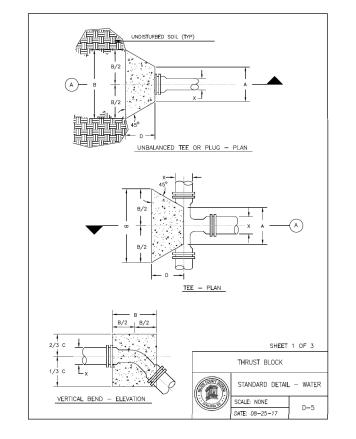
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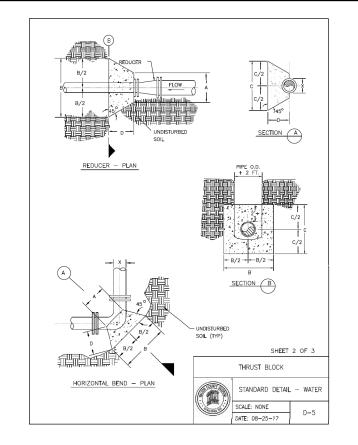
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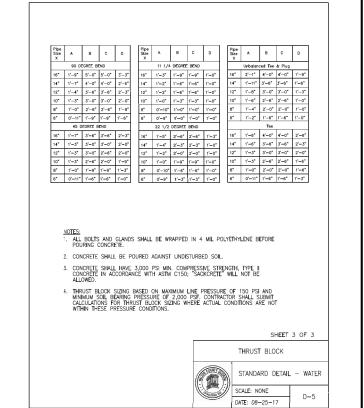


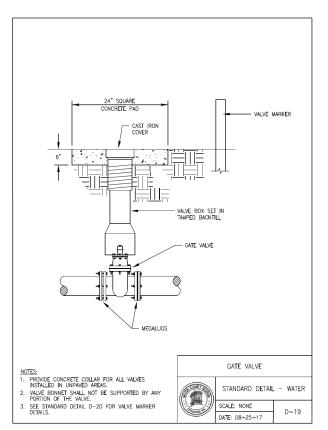
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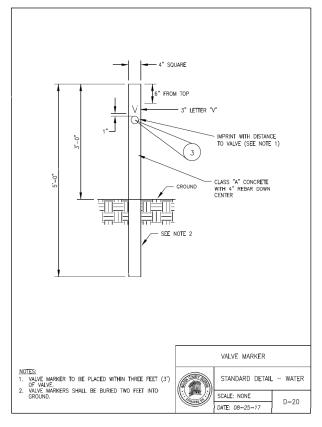


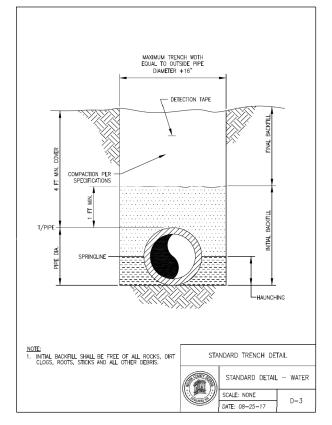


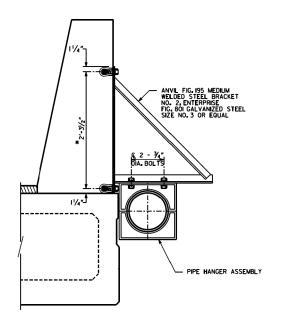










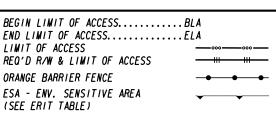


8" WATER MAIN SUPPORT DETAIL NO SCALE

ALL COMPONENTS OF THE WATER SUPPORT ASSMEBLY SHALL BE GALVANIZED. ¾" DIAMETER BOLTS SHALL BE ASTM A307.

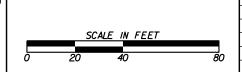
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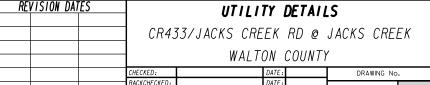






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Revised: November 13, 2014

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

PROJECT: CR433/JACKS CREEK RD @ JACKS CREEK

COUNTY: Walton P.I.:0017112

Section 670—Water Distribution System

Delete Section 670 and substitute the following:

670.1 General Description

This work consists of furnishing materials, labor, tools, equipment, and other items necessary for installing, removing, abandoning, relocating, and adjusting water distribution systems according to the Plans and Specifications.

670.1.01 Definitions

- A. General Provisions 101 through 150
- B. The term "The Facility Owner" shall be understood to mean "Walton County Water Department".
- C. The term "Project Manager" shall mean the authorized individual having the authority to give instructions pertaining to the work and to approve or reject the work. The "Project Manager" shall not however be authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract, Plans, and Specifications, nor shall they act as an agent for the Contractor. All Contract items pertaining to the Utility Owner shall be coordinated with the Georgia Department of Transportation's (GDOT) Project Manager and the Utility Owner.

670.1.02 Related References

A. Standard Specifications

Section 104—Scope of Work

Section 107—Legal Regulations and Responsibility to the Public

Section 108—Prosecution and Progress

Section 205—Roadway Excavation

Section 207—Excavation and Backfill for Minor Structures

Section 210—Grading Complete

Section 400—Hot Mix Asphaltic Concrete Construction

Section 444—Sawed Joints in Existing Pavements

Section 500—Concrete Structures

Section 600—Controlled Low Strength Flowable Fill

Section 611—Relaying, Reconstructing or Adjusting to Grade of Miscellaneous Roadway Structures

Section 615—Jacking or Boring Pipe

Section 810—Roadway Materials

B. Related Documents

- 1. General Provisions 101 through 150.
- 2. All products supplied and all work performed shall be in accordance with The Facility Owner's Standard Specifications, applicable standards from American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), GDOT Utility Accommodation Policy and Standards, and the Georgia Environmental Protection Division (EPD) Minimum Standards for Public Water Systems. Latest revisions of all standards shall apply.

670.1.03 Submittals

- **A.** General Provisions 101 through 150.
- **B.** Refer to The Facility Owner's Standard Specifications, current published edition, for water utility submittal requirements. Copies of all submittals and documentation shall be submitted to GDOT, who shall distribute to the Utility Owner.

C. Shop Drawings / Product Data

- 1. Submit [6] copies of the following submittals to the GDOT Project Manager:
 - a. Product data, including size, dimension, capacity, pressure rating, accessories, and special features, installation instructions, and operating characteristics for all proposed materials to show compliance with the requirements of this Special Provision.
 - b. Test reports specified in the Quality Acceptance section of this Special Provision.
 - c. Pipe manufacturer certification of compliance with specifications.
 - d. Operation and maintenance literature, warranties, and other specified information.

D. Construction Record Documentation

- 1. The Contractor shall record on two sets of utility as-built drawings that will record changes and deviations from the Contract Drawings in sizes, lines or grade. Record also the exact final horizontal and vertical locations of underground utilities and appurtenances to an accuracy of +/- 0.2 ft, referenced to permanent surface improvements. Drawings shall utilize State Plane Coordinates and shall be legibly marked to record actual construction and submitted to GDOT no later than 30 days after installation and prior to Final Acceptance of the Project. The Utility Owner shall determine if the utility record drawings are complete prior to Final Acceptance of the project.
- 2. Record Drawings shall be signed and sealed by a professional engineer or land surveyor registered in the State of Georgia.
- 3. Record Drawings shall also be submitted in digital format as indicated in accordance with the Department's current Electronic Utility File Guidelines.
- 4. Except for standard bound materials, bind all 8.5"x11" (A4) documentation, including 11" x 17" (A3) drawings folded to 8.5"x11" (A4), in logical groupings in loose-leaf binders of either the 3-ring or plastic slide-ring type. Permanently and appropriately label each such bound grouping of documentation.

670.1.04 Quality Assurance

- **A.** The Contractor shall comply with applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project.
- **B.** Furnish manufactured items, pipe, fittings, valves, service components, and appurtenances from manufacturers having regularly produced such items as specified herein which have proven satisfactory in actual service, over at least a 2-year period, or as approved by the Utility Owner and GDOT.
- C. Regardless of tolerances permitted by industry standards specified herein, the Utility Owner or the GDOT Project Manager may reject pipe or appurtenances at the manufacturing plant or project site which have cracks, chips, blisters, rough interior or exterior surface, evidence of structural weakness, joint defects, or other imperfections that might in the opinion of the Project Manager contribute to reduced functional capability, accelerated deterioration or reduced structural strength.
- **D.** The Utility Owner and the Utility Owner's consultant shall have the right to visit and inspect the work at any time. The Utility Owner may also have an Inspector assigned to the project authorized to inspect portions or all of the utility work done and the preparation, fabrication, or manufacture of the materials to be used. The Utility Owner shall be able to advise GDOT Project Manager of any observed discrepancies or potential problems. The cost of these inspections shall be the responsibility of the Utility Owner.
- **E.** GDOT shall notify the Utility Owner before authorizing any changes or deviations which might affect the Utility Owner's facilities. Contractor shall notify GDOT and Utility Owner a minimum of 24 hours prior to beginning work on utilities.
- **F.** The Utility Owner shall be notified by GDOT Project Manager when all utility work is complete and ready for final inspection. The Utility Owner shall be invited to attend the final inspection and may provide a corrections list to GDOT Project Manager prior to the final inspection.
- **G.** The Contractor shall verify the actual location and depth of all utilities prior to construction. All utilities and structures shall be protected during construction. Any damaged facilities shall be repaired or replaced at the Contractor's expense.

670.2 Materials

All materials provided shall be in conformance with the requirements and standards set forth in The Facility Owner's Standard Specifications, current published edition. All pipeline and appurtenance materials in contact with potable water shall be National Sanitation Foundation (NSF) 61 Certified and part of GDOT QPL list.

Pipes and appurtenances shall comply with Section 1417(a)(1) of the Safe Water Drinking Act as amended in 2011 which prohibits the use of any pipe, any pipe or plumbing fitting or fixture, and solder, or any flux, after June 1986, in the installation or repair of (i) any public water system; or (ii) any plumbing in a residential or non-residential facility providing water for human consumption, that is not lead free as defined in Section 1417(d).

670.2.01 Water Piping systems and Appurtenances

A. Ductile Iron Pipe and Fittings

- Ductile iron pipe shall meet the latest edition of ANSI/AWWA C150/A21.50 and C151/A21.51 for the class and joint specified with a nominal laying length of 18 (5.5 m) to 20 feet (6 m). Joints for buried ductile iron pipe shall be mechanical or push-on joints. Unless specified otherwise in The Facility Owner's Standard Specifications, ductile iron pipe diameters 12 inch (300 mm) or less shall be minimum Pressure Class 350, while pipe diameters greater than 12 inch (300 mm) shall be minimum Pressure Class 250.
- 2. Ductile iron pipe for the interior of structures and above ground installations shall be flanged. Flanges shall be ductile iron and shall be threaded-on flanges conforming to ANSI/AWWA C115/A21.15 or cast-on flanges conforming to ANSI/AWWA C110/A21.10. The minimum class thickness for ductile iron flanged pipe to be threaded is Class 53.
- 3. Interior surfaces of ductile iron pipe and fittings shall be cement mortar lined in accordance with AWWA C104.

- 4. Ductile iron shall have an exterior coating as specified in AWWA C151 for ductile iron pipe and AWWA C153/C110 for ductile iron fittings.
- 5. Buried ductile iron pipe and fittings shall be polyethylene encased at locations indicated on the Plans or as conditions warrant. Polyethylene encasement tubing shall be in accordance with ANSI/AWWA C105/A21.5 and ASTM A674 and shall have a minimum thickness of 8 mils. Polyethylene encasement tubing shall be blue in color to designate potable water.
- 6. Fittings: Ductile iron fittings shall be epoxy coated and meet the requirements of ANSI/AWWA C153/A21.53 or ANSI/AWWA C110 A21.10 with a minimum pressure rating of 250 psi. Ends shall be restrained mechanical joint. All ductile iron fittings shall bear the NSF approval seal for potable water pipe.
- 7. Mechanical Joint Fittings: Mechanical joints consisting of bell, socket, gland, gasket, bolts, and nuts shall conform to ANSI/AWWA C111/A21.11.
- 8. Push-On Joints: Push-on joints shall be designed in accordance with ANSI/AWWA C111/A21.11. Joint lubrication shall be as furnished by the manufacturer.
- 9. Rubber gasket joints for push-on or mechanical joints shall conform to the requirements of ANSI/AWWA C111/A21.11.
- 10. Restrained Joints: Restrained joints shall be provided as shown on the Plans and where required for thrust restraint. Restrained joints shall not require field welding or grooves cut into the pipe barrel for restraint. The restraining joints for mechanical joint fittings shall conform to the requirements of ANSI/AWWA C111/A21.11 with assembly in conformance with AWWA C600 and manufacturer's recommendations. Restrained joints for pipe shall be mechanical joints with ductile iron retainer or push-on type joints and shall have a minimum rated working pressure of 250 psi.
- 11. Mechanical joint retainer glands may be used to restrain mechanical joint pipe and fittings to the plain end of ductile iron pipe and fittings. Restrainer glands shall be manufactured of ductile iron per ASTM A536.
- 12. Corrosion-resistant bolts used with ductile iron joints shall be high-strength, low-alloy steel as specified in ANSI/AWWA C111/A21.11.
- 13. Welded Outlets: Welded outlets in ductile iron pipe shall be provided where specified and indicated on the Plans. Outlets shall be fabricated by welding sections of ductile iron pipe manufactured in accordance with ANSI/AWWA C151/A21.51. Welded outlet pipe shall be fabricated only by the pipe manufacturer. The minimum ductile iron pipe thickness for fabrication of welded outlet pipe shall be Thickness Class 53 for 4-inch to 54-inch (100 to 1350 mm) diameter pipe. All joints on welded-on branch outlets shall be provided in accordance with the latest revision of ANSI/AWWA C111/A21.11 and/or ANSI/AWWA C115/A21.15, as applicable. After the outlets are welded together and prior to finishing, the assembly shall be subjected to a 15 psi air test for leakage. The maximum size and laying length of the welded-on branch outlet shall be recommended by the pipe manufacturer and acceptable to the Utility Owner for the field conditions and connecting pipe or valve.

B. Polyvinyl Chloride (PVC) Pipe

- PVC pipe diameters 4-inch through 12-inch (100 mm to 300 mm) shall meet ANSI/AWWA C900 requirements, and shall be a minimum pipe dimension ratio (DR) 18, Pressure Class 235 psi. PVC pipe diameters 14-inch (350 mm) and greater shall meet ANSI/AWWA C905 requirements, shall be DR 18 minimum, Pressure Class 235 psi. Pipe shall have a bell with an integral wall section with a factory installed, solid cross section elastomeric ring in accordance with ASTM F477.
- 2. All PVC pipe shall be formulated for sunlight exposure, be blue in color to designate potable water, and bear the NSF approval seal.
- 3. Joints for 4-inch (100 mm) and larger PVC pipe shall meet the requirements of AWWA C900/C905, latest edition. The rubber gaskets used for the joints shall consist of flexible elastomeric material conforming to ASTM F477.

- 4. PVC pipe shall have the same outside diameter (OD) as ductile iron pipe and be compatible for use with ductile iron fittings.
- 5. Fittings for PVC pipe 4 inches (100 mm) and larger shall be ductile iron mechanical joint and comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings.
- 6. Restrained Joints: Restrained joints shall be provided as shown on the Plans and where required for thrust restraint.

 Restrained joints shall comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings.
- 7. Unless specified otherwise in the Plans or The Facility Owner's Standard Specifications, 2-inch (50 mm) and 3-inch (75 mm) diameter PVC pipe shall conform to the requirements of ASTM D2241 Class 1120 or 1220 (SDR 21) with a working pressure rating of 200 psi with integral bell gasketed joints. Pipe is to be manufactured to IPS standard pipe equivalent outside diameters.
- 8. Schedule 80 PVC pipes smaller than 4-inch (100 mm) nominal diameter shall be in accordance with ASTM D1785. Schedule 80 pipe shall have threaded joints. Solvent cemented joints are not allowed for buried pipes. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All threaded joints shall be watertight.
- Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively.

C. Fusible PVC Pipe

- 1. Fusible PVC pipe sizes 4-inch (100 mm) to 36-inch (900 mm) shall conform to AWWA C900/C905 as applicable and follow the dimension ratios (DR) set forth in the requirements listed for PVC pipe.
- 2. Fusible PVC pipe shall be blue in color to designate potable water.
- 3. Fusible PVC pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
- 4. Fusible PVC pipe shall be manufactured in a standard 40-foot nominal length-, or custom lengths as specified.
- 5. Joints shall be made by butt fusing sections of pipe with manufacturer-approved equipment.
- 6. Fittings shall be ductile iron mechanical joint and comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings.

D. High Density Polyethylene (HDPE) Pipe

- 1. HDPE pipe sizes 4-inch (100 mm) and larger shall be a PE 4710/3408 high density, extra-high molecular weight polyethylene manufactured from first-quality high density polyethylene resin containing no additives, fillers, or extenders. The HDPE pipe shall have an ASTM D3350 cell classification of PE 445574C, shall meet the requirements of AWWA C906, and shall be sized based upon the ductile iron pipe size (DIPS), outside diameter (OD) sizing system. The HDPE pipe shall be a minimum DR 11, pressure class 160 psi, and shall bear the NSF approval seal.
- 2. HDPE pipe shall be blue or marked with a permanent blue stripe to designate potable water.
- 3. Joints shall be made by butt fusing sections of pipe with manufacturer-approved equipment.
- 4. Fittings shall be ductile iron mechanical joint meeting the requirements of ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11.
- 5. The pipe shall have fusion welded restrainer ring, follower gland, and a 12-inch (300 mm) stainless steel insert for the mechanical joint connection.
- 6. HDPE water mains shall be properly sized utilizing the inside diameter of the nominal pipe diameter. If during construction HDPE is substituted for other pipe materials, the Contractor shall verify that the inside diameter of the HDPE is the same or larger than the inside diameter of the pipe originally specified.

E. Steel Casing Pipe

- 1. All materials, design, fabrication, handling, and testing of steel casing pipe shall conform to the requirements of ASTM A139, AWWA C200 and AWWA Manual M11 "Steel Pipe A Guide for Design and Installation."
- 2. Steel casing pipe shall be new, smooth-wall, carbon steel pipe conforming to ASTM Specification A139, Grade B with a minimum yield strength of 35,000 psi. Steel casings shall be used with the size, minimum thickness, length, and coating specified on the Plans or The Facility Owner's Standard Specifications.
- 3. Additional anti-corrosion measures, as specified by the manufacturer or indicated on the Plans, shall be provided at connectors, couplings, rollers, restraints, etc.
- 4. Unless specified otherwise in the Plans or The Facility Owner's Standard Specifications, casing pipe end seals shall consist of ½-inch (6 mm) thick flexible synthetic rubber boot with adjustable stainless steel banding straps. The annular space of the casing shall not be filled with concrete or grout.
- 5. Casing spacers shall consist of a stainless steel shell, PVC ribbed liner, and non-conducting separators to keep the carrier pipe from touching the casing pipe. Spacers shall be provided at a maximum of 10-foot intervals and within 2 feet (0.6 m) of the end of the casing pipe.

F. Pipe Detection Wire

Unless otherwise specified by the Plans or The Facility Owner's Standard Specifications, open cut installations of
non-metallic pipe shall include minimum #12 gauge tracing wire. Pipe installed by directional drill shall include two
(2) insulated 8 gauge tracer wire. Wire shall be solid copper insulated with HDPE installed along pipe, wrapped
around service line stub outs and stubbed into valve boxes for locating purposes. Wire shall be properly spliced to
provide continuous conductivity.

G. Warning Tape

1. Water mains shall be installed with polyethylene film warning tape manufactured for marking and identifying underground water utilities. Tape shall be a minimum of 2 inches (50 mm) wide and 4 mils thick, blue in color, with continuously printed letters reading "CAUTION BURIED WATER LINE BELOW".

H. Gate Valves

- 1. Gate valves 3 inches (80 mm) and larger shall be of the resilient seat type meeting the requirements of AWWA C509 or C515. Valves shall be iron body, bronze trimmed, with non-rising stems, and shall be fusion-bonded epoxy coated per ANSI/AWWA C550. Valves shall have a minimum design working pressure of 200 psi.
- 2. Valves shall be manually operated by nut and open counter-clockwise unless specified otherwise in the Plans or The Facility Owner's Standard Specifications.
- 3. The resilient seating arrangement shall provide zero leakage at the design working pressure when installed with line flow in either direction. All ferrous surfaces inside and outside shall have a fusion bonded epoxy coating. All valves shall be provided with O-ring seals. The design and machining of valves shall be such as to permit replacing the O-ring seals in the valves while in service without leakage.
- 4. All gate valves, when fully opened, shall have an unobstructed waterway diameter equal to or larger than the full nominal diameter of the valve.
- 5. In general, valves shall be designed for vertical installation. Valves installed in the horizontal position shall be provided with bevel gears, extended gear case, rollers, tracks, and scrapers.
- Exposed or above-ground gate valves shall be outside screw and yoke (OS&Y) flanged joint type with an operating hand wheel. The face-to-face dimensions and drilling shall conform to ANSI B16.10 for Class 125 flanged joint end gate valves.
- 7. Valves shall include mechanical joints, bolts, glands, gaskets, and all other materials necessary to join to existing work
- 8. Provide brass identification tag imprinted with "WATER", valve size, valve type, and direction and number of turns to open. Provide a ¼-inch (8 mm) hole in the brass tag and attach the tag to the end of the locate wire (twist wire around tag). Tag shall be 2-inch (50 mm) diameter and ½-inch (6 mm) thick brass with a ¼-inch (8 mm) hole.

I. Insertion Valve

- 1. Insertion type valves shall be resilient wedge gate valves designed to be installed into an existing pressurized potable water main without interruption of flow through the pipe and no reduction of line pressure.
 - a. Valve shall be fusion-bonded epoxy coated in compliance with AWWA C550.
 - b. The construction of the resilient wedge shall comply with AWWA C509 requirements.
 - c. The resilient wedge shall be fully encapsulated with EPDM rubber and shall seat on the valve body and not the pipe. The resilient wedge shall be totally independent of the carrier pipe.
 - d. Valve shall be restrained to the pipe.
 - e. Valves shall be suitable for operating pressures up to 250 psi.

J. Butterfly Valves

- Butterfly valves shall be of the tight-closing, rubber seated type, with rubber seat positively locking in place sealing against flow from either direction. Valves shall be hand operated with cast or ductile iron bodies. Valves shall conform to the requirements of AWWA C504, Class 150B, and shall be fusion-bonded epoxy coated per ANSI/AWWA C550.
- 2. Valves shall have a 2-inch (50 mm) square operating nut and shall be installed with extension stems to extend the operating nut in accordance with the project details. Valves shall open by turning the operating nut counter clockwise unless specified otherwise in the Plans or The Facility Owner's Standard Specifications.
- 3. Valve shafts shall be of 304 or 316 stainless steel.
- 4. Buried butterfly valve end connections shall be installed using restrained mechanical joints.
- 5. Flanged valves shall be fully faced and drilled in accordance with ANSI Standard B16.1, Class 125.
- 6. Provide brass identification tag imprinted with "WATER", valve size, valve type, and direction and number of turns to open. Provide a ¼-inch (8 mm) hole in the brass tag and attach the tag to the end of the locate wire (twist wire around tag). Tag shall be 2-inch (50 mm) diameter and ½-inch (6 mm) thick brass with a ¼-inch (8 mm) hole.

K. Ball Valves

Ball valves 2-inch (50 mm) and smaller shall be designed for a working pressure of not less than 175 psi. End
connection shall be threaded. The body and all parts shall be made in accordance with AWWA C800 and ASTM
B62 latest revision.

L. Tapping Sleeves and Valve Assembly

- 1. Tapping sleeves and valves sizes 4-inches (100 mm) and larger shall be stainless steel with wraparound gasket style, or ductile iron of the split-sleeve, mechanical joint type. Tapping sleeves shall be rated for a minimum 150 psi working pressure in accordance with ANSI/AWWA C110/A21.10.
- 2. When tapping an existing asbestos cement pipe, a stainless steel tapping sleeve which contains a full gasketed surface within the sleeve body shall be used due to variances in the manufactured outside diameter of the asbestos cement pipe.
- 3. Tapping sleeve shall have an outlet flange per ANSI B16.1, Class 125 standard.
- 4. The Contractor shall determine the outside diameter of the existing main before ordering the sleeve.
- 5. Tapping valves shall be mechanical joint outlet, non-rising stem, resilient seated gate valves meeting the applicable requirements of ANSI/AWWA C509/C515 and C550 with a minimum design working pressure of 200 psi.
- 6. Tapping valves shall be specifically designed for pressure tapping with sufficient seat opening to allow full diameter taps to be made.
- 7. Tapping valves shall be manufactured with an integral tapping flange having a raised lip design.
- 8. Tapping valves shall be furnished with a combination flange and mechanical joint for connecting the branch to the main.

M. Valve Boxes

- 1. All valves shall be equipped with valve boxes. The valve boxes shall be heavy, roadway type boxes. The valve box cover shall be marked "WATER VALVE" or "WATER".
- 2. Valve box materials shall conform to the requirements and standards set forth in the The Facility Owner's Standard Specifications, current published edition.
- The valve boxes shall be adjustable up or down from the nominal required cover over the pipe. Extensions shall be provided as necessary. A precast concrete ring shall be placed around the valve box opening when outside of paved areas.
- 4. Valves shall be furnished with extension stems as necessary to bring the operating nut to within 24 inches (600 mm) minimum of the top of the valve box.

N. Service Connection Assemblies

- 1. Water service connections and plumbing should conform to the standards set forth in The Facility Owner's Standard Specifications and relevant local and/or state plumbing codes or to the Standard Plumbing Code as applicable within the jurisdiction in which the system is located.
- 2. Service connection assemblies shall be provided for all new service line connections to existing meters. Existing service lines indicated for replacement shall be replaced with new materials from the water main to the existing or new water meter.
- 3. Service connection assemblies shall include:
 - a. Service saddle
 - b. Corporation stop
 - c. Service line
 - d. Fittings
 - e. Curb stop
 - f. Water meter box
 - g. Water meter (separate Pay Item for new service connections)
 - h. Backflow preventer (separate Pay Item for new service connections)

O. Service Saddles

- 1. Service saddles shall have ductile iron or bronze body with stainless steel epoxy coated double tie straps and nuts with pressure rating not less than that of the pipe to which it is to be connected.
- 2. Saddles shall have a rubber gasket cemented to the body, with compatible threading between the saddle and corporation stop. Saddles shall conform to ANSI/AWWA C800 standards.
- 3. The service saddle shall provide full support around the circumference of the pipe, providing a bearing area of sufficient width so that pipe will not distort when the saddle is tightened.

P. Water Service Pipe

- Polyethylene (PE) pipe for water service lines shall conform to AWWA C901 and ASTM D-2737 and shall be 200
 psi pipe, SDR 9 for copper tube size (CTS). Polyethylene extrusion compound from which the polyethylene pipe is
 extruded shall comply with applicable requirements for PE 3408 ultra-high molecular weight polyethylene plastic
 material as specified in AWWA C901.
- 2. Marking on the PE service pipe shall include the nominal pipe or tubing size, the type of plastic material, the standard thermoplastic pipe dimension ratio or the pressure rating in psi, the ASTM designation with which the pipe complies, and manufacturer's name or trade mark and code. It shall also include the NSF seal of approval for use with potable water.
- 3. Copper tubing for water service lines shall be seamless and shall conform to ANSI/AWWA C800 and ASTM B88, Type K soft, suitable for potable water use with a working pressure of 150 psi.
- 4. Water service line fittings shall be as indicated in The Facility Owner's Standard Specifications.

Q. Corporation and Curb Stops

- 1. Corporation stops, curb stops, and other appurtenances for plastic or copper service lines shall meet the requirements of ASTM B62 and AWWA C800.
- 2. Service line taps shall be equipped with corporation stops. Corporation stops in sizes 1-inch (25 mm) through 2-inch (50 mm) shall be manufactured from cast bronze with machined fitting surfaces. The corporation shall be pressure rated to no less than 150 psi.
- 3. Curb stops shall be ball valve type and made of bronze. Pipe connections shall be suitable for the type of service pipe used and shall be pressure rated for no less than 150 psi.

R. Water Meters

 Water meters shall conform to the requirements and standards set forth in The Facility Owner's Standard Specifications.

S. Meter Boxes

Water meter boxes shall be high density reinforced plastic body with one piece cast iron lid with lettering "WATER
METER" on cover unless otherwise indicated on the Plans. Recessed hole shall be included in lid, if required by
Utility Owner for electronic reading capability. Provide box of size and height appropriate to installation of meter
and accessories required. Meter and curb stop shall be fully encased by the meter box.

T. Concrete Vault

 Concrete vaults shall conform to the requirements and standards set forth in The Facility Owner's Standard Specifications and standard details.

U. Air Release Valve Assembly

- 1. Air release, air/vacuum valves, and combination air valves shall be suitable for use with potable water systems and manufactured in compliance with ANSI/AWWA C512.
- 2. Air release valves shall have a small venting orifice to vent the accumulation of air and other gases in the line or system under pressure.
- 3. Air/vacuum valves shall have a large venting orifice to permit the release of air as the line is filling or relieve the vacuum as the line is draining or is under negative pressure.
- 4. Combination air valves shall have operating features of both the air/vacuum valve and air release valve.
- 5. Valves shall be suitable for pressures up to 250 psi.
- 6. Air release, air/vacuum valves, and combination air valves shall conform to the requirements set forth in The Facility Owner's Standard Specifications and standard details.

V. Fire Hydrant Assembly

- 1. Fire hydrants shall be the compressive, post style, dry barrel type, and shall conform to the requirements of ANSI/AWWA C502 and local code requirements. The valve opening shall not be less than 4½-inch (115 mm). All hydrants shall be complete including joint assemblies.
- 2. Hydrants shall be suitable for working pressure of 150 psi and shall be hydrostatically factory tested to 300 psi.
- 3. All working parts, including the seat ring, shall be removable through the top without excavating or disturbing the barrel of the hydrant.
- 4. Hydrants shall be constructed with a lubricant chamber which encloses the operating threads and which provides automatic lubrication of the threads and bearing surfaces each time the hydrant is operated. This assembly shall be

- comprised of a top O-ring serving as a dirt and moisture barrier and a lower O-ring which will serve as a pressure seal.
- 5. Hydrants shall include two 2½-inch (65 mm) hose nozzles and one 4½-inch (115 mm) pumper connection with National Standard Fire Hose Threads unless specified otherwise in the Plans or The Facility Owner's Standard Specifications. Hydrant threads shall comply with the specifications of the local agency providing fire service.
- 6. Hydrant nozzle shall be constructed to face in any direction at any time by removing the safety flange bolts and revolving the head without digging or shutting off water.
- 7. Hydrants shall have pentagon operating nut measuring 1½-inch (40 mm) point to flat and shall open by turning counter-clockwise.
- 8. Hydrant shall have a safety-type vertical barrel with a minimum 3½-foot bury and be designed with safety flange and/or bolts to protect the barrel and stem from damage, eliminate flooding, and allow rapid replacement if hydrant is struck. All risers necessary for deeper bury applications shall be provided by the hydrant manufacturer.
- 9. Hydrants shall include positive, automatic drain valves which shall be fully closed when the main valve is open.
- 10. Bottom inlet of hydrant shall be provided with mechanical joint connection complete with accessories as specified and shall be 6-inch (150 mm) nominal diameter.
- 11. Fire hydrant shall be painted above ground with rust inhibiting enamel paint in accordance with The Facility Owners Standard Specifications.
- 12. Hydrant assemblies shall be restrained from the hydrant to the tee at the main.

W. Backflow Prevention Devices

- 1. Backflow prevention devices shall be installed where indicated on the Plans and shall meet all applicable AWWA, State, and local code/ordinance requirements.
- 2. Backflow preventer materials shall conform to the requirements and standards set forth in The Facility Owner's Standard Specifications.

X. Thrust Collars and Thrust Blocks

- Concrete used for thrust collars or thrust blocks shall meet the "Class A" requirements for concrete listed in Sation 500.
- 2. Thrust collars shall include welded-on collars attached by the pipe manufacturer or retainer glands. Concrete shall be poured continuous around the pipe and bear against undisturbed earth.
- 3. Reinforcing steel shall meet the requirements set forth in the Plans or The Facility Owner's Standard Specification].
- 4. Mechanical joint restraints shall be utilized in lieu of thrust blocks with the approval of Utility Owner.

Y. Manholes

- Precast reinforced manholes shall be manufactured in accordance with ASTM C478 and shall have a minimum wall thickness of 5 inches (127 mm). All concrete shall have a minimum compressive strength of 4,000 psi when tested in accordance with ASTM C478.
- 2. Joints between precast sections shall be sealed by means of rubber O-ring gaskets or flexible butyl rubber sealant.
- 3. Non-shrinking grout or a flexible seal shall be used to seal the pipe penetrations and prevent water from entering the manhole.
- 4. Manhole rings and cover shall be per The Facility Owner's Standard Specifications and standard details.

670.2.02 Delivery, Storage, and Handling

A. Handle pipe, fittings, valves, and accessories carefully to prevent damage. Handle pipe by rolling on skids, forklift, or front end loader. Do not use material damaged in handling. Slings, hooks, or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior coatings or internal lining of the pipe. Do not use chains in handling pipe, fittings, or appurtenances.

- **B.** To unload pipe, carefully lift and lower it into position using approved padded slings, hooks, or clamps. Furnish equipment and facilities for unloading, handling, distributing, and storing pipe, fittings, valves, and accessories. Make equipment available at all times for use in unloading. Do not roll, drop or dump materials. Any materials dropped or dumped shall be subject to rejection without additional justification.
- C. Stored materials including salvaged materials shall be kept in suitable areas safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times. Store and support plastic pipe to prevent sagging and bending. Store plastic pipe and gaskets to prevent exposure to direct sunlight. Valves and hydrants shall be stored and protected from damage by freezing.
- **D.** Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete.

670.3 Construction Requirements

670.3.01 Personnel

- A. General Provisions 101 through 150.
- **B.** Construction and installation of all water utilities shall be performed by a Contractor prequalified/registered with GDOT.
- **C.** All work specified in this section, except for water system service line installation shall be performed by a Contractor with a valid Utility Contractor's license issued by the State of Georgia. Water service line installation shall be performed by either a Utility Contractor licensed in the State of Georgia or by a Master Plumber licensed in the State of Georgia.

670.3.02 Equipment

A. Ensure all equipment used is in conformance with the requirements and standards set forth in The Facility Owner's Standard Specifications, current published edition.

670.3.03 Preparation

General Provisions 101 through 150.

670.3.04 Fabrication

General Provisions 101 through 150.

670.3.05 Construction

A. Finding Existing Underground Utilities and Obstructions

- 1. Comply with <u>Subsection 107.13</u> and <u>Subsection 107.21</u>.
- 2. According to the best information available to GDOT, all known water lines, sewer lines, gas lines, telephone conduits, drainage structures, etc. are shown on the Plans. However, to find such installations, use an electronic pipe and cable finder in locating existing installations or obstructions to the work.
- 3. When unforeseen conflicts require Plan changes, perform the work as altered according to <u>Subsection 104.03</u> and Subsection 104.04.
- 4. Follow all Utility Owner customer notification requirements and obtain approval from the Utility Owner and GDOT Project Manager prior to disrupting any existing water services as required to install the water facilities shown on the Plans.

B. Jack and Bore

Comply with <u>Section 615</u> for water main installations by jack and bore.

C. Directional Drilling

- Install water mains and services by means of directional drilling at locations shown on the Plans or where approved by GDOT or Utility Owner. Provide submittals and follow all relevant procedures and requirements set forth in The Facility Owner's Standard Specifications.
- 2. The Contractor shall not initiate horizontal directional drilling until all submittals are received, reviewed, and accepted by GDOT and the Utility Owner, and all required permits are obtained.

- The Contractor shall select drilling additives and fluid mixture proportions to ensure continuous circulation, bore stability, reduce drag on the pipe, and completely fill the annular space between the bore and the pipe to ensure stability and control settlement.
- 4. The Contractor shall submit contingency plans for remediation of potential problems that may be encountered during the drilling operations. The contingency plans shall address the observations that would lead to the discovery of the problem and the methods that would be used to mitigate the problem. Potential problems that shall be addressed include:
 - a. Loss of returns/loss of circulation of drilling fluid.
 - b. Encountering obstruction during pilot bore or reaming/pullback.
 - c. Drill pipe or product pipe cannot be advanced.
 - d. Deviations from design line and grade exceed allowable tolerances.
 - e. Drill pipe or product pipe broken off in borehole.
 - f. Product pipe collapse or excessive deformation occurs
 - g. Utility strike.
 - h. Hydrolock occurs or is suspected.
 - i. Excessive ground settlement or heave of ground surface or existing utilities.
 - Inadvertent returns / hydrofracture or surface spills resulting in drilling fluids entering water or reaching the surface.
- 5. Pipe damaged in directional drilling operations shall be removed and replaced at no additional expense to GDOT or the Utility Owner.
- 6. Voids developed or encountered during the installation operation shall be pressure grouted with a grout mix approved by GDOT.
- 7. Installation shall include a locatable conduit system, with identification markers on each side of GDOT right-of-way where applicable. Two (2) insulated 8 gauge solid copper tracers wire shall be attached to the leading end of the pipe pulling head and shall extend the full length of the installed pipe.
- 8. The location and alignment of the pilot drill progress shall be continuously monitored for compliance with the proposed installation alignment and for verification of the depth of the bore. Monitoring shall be accomplished by computer generated bore logs which map the bore path based on x, y, z coordinate information provided by the locating/tracking system. Readings or plots shall be obtained on every drill rod, and shall be provided to the Inspector on a daily basis. Deviations between the recorded and design bore path shall be calculated and reported on the daily log. If the deviations exceed tolerances specified elsewhere, such occurrences shall be reported immediately to GDOT. The Contractor shall undertake all necessary measures to correct deviations and return to design line and grade.
- 9. Upon completion of the directional drill the Contractor shall furnish GDOT and the Utility Owner an as-built drawing along with a report of the monitoring of the drilling fluids during the pilot hole and back reamed hole.
- 10. Drilling fluid pressures, flow rates, viscosity, and density shall be monitored and recorded by the Contractor. The pressures shall be monitored at the pump. These measurements shall be included in daily logs submitted to GDOT. The Contractor shall document modifications to the drilling fluids, by noting the types and quantities of drilling fluid additives and the dates and times when introduced. The reason for the addition of drilling fluid additives or other modifications shall be documented and reported.
- 11. Management and disposal of drilling fluids shall be the Contractor's responsibility. Excess drilling fluids shall be contained at the entry and exit points until recycled or removed from the site. All drilling fluids shall be disposed of in a manner acceptable to the appropriate local, state and federal regulations. The Contractor's work will be immediately suspended by GDOT whenever drilling fluids seep to the surface other than in the boring entrance or exit pit, or when a paved surface is displaced.

- 12. Surfaces damaged by the work shall be restored to their preconstruction conditions at no additional cost to GDOT or Utility Owner, and with no increase in contract time.
- 13. The following items shall be as shown on the Plans, unless otherwise approved in writing by GDOT:
 - a. Entry / exit points
 - b. Drill entry / exit angles
 - c. Pilot bore path
 - 1) Radius of Curvature
 - 2) Entry / exit tolerances: Contractor shall be solely responsible for all work necessary to correct excessive deviations from line and grade, including re-drilling, redesigning connections, and acquiring additional easement, at no additional cost to GDOT or Utility Owner and without schedule extension.
- 14. The pilot bore shall be pre-reamed and reamed using equipment and methods submitted by the Contractor. The Contractor shall completely ream the bore to the final diameter prior to pullback.
- 15. Pullback: The pipe shall be installed by pulling it into the reamed bore path in a continuous operation, behind a final reaming tool selected by the Contractor. The pipe shall be isolated from excessive torsional and axial stresses by a swivel device with a pre-established breakaway tensile capacity that is lower than the allowable tensile strength of the pipe. The maximum pull (axial tension force) exerted on the pipelines shall be measured continuously and limited to the maximum allowed by the pipe manufacturer with an appropriate factor of safety so that the pipe or joints are not overstressed. The end of the pipe shall be closed during the pullback operation.
- 16. Pipelines shall be adequately supported during installation so as to prevent overstressing or buckling. The Contractor shall provide adequate support/rollers along the pipe layout area to support the required length of pipe for the bore. The pipe layout area shall be cleared of all large stones, construction debris, or other foreign objects that could damage the pipe during pullback. The Contractor shall monitor and inspect pipe rollers and method for suspending pipe at entry during the pullback operation to avoid damage to the pipe.
- 17. The end of the pipe shall be closed during the pullback operation.
- 18. Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately before joining.
- 19. The Contractor shall at all times handle the pipe in a manner that does not overstress or otherwise damage the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed 50% of yield stress for flexural bending of the pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the Contractor at his expense. The Contractor shall take appropriate steps during pullback to ensure that the pipe and tracer wires will be installed without damage.
- 20. If necessary, the pipe shall have water added as it enters the bore to achieve neutral buoyancy and reduce pullback loads and to ensure that adequate internal pressure is maintained at all points to counter balance collapse pressures.
- 21. The Contractor shall cease pullback operations if the pipe is damaged and shall remove the pipe from the bore and repair the pipe using the manufacturer's recommended procedure or replace the damaged pipe before resuming installation.
- 22. Damage to the pipe resulting from manufacturer defects, installation, or grouting is the responsibility of the Contractor, including costs for replacement and labor and materials. To confirm no damage to the pipe, upon completion of pull back, the Contractor shall pull a sphere or pig through the entire length of the pipeline. The pig shall be one inch less in diameter than the internal diameter of the product pipe, capable of allowing water to pass through it, complete with a pulling cable on either side. If the pig or sphere cannot pass through the pipe, it shall be considered collapsed and damaged.
- 23. After the carrier pipe is completely pulled through the bore, a sufficient relaxation period as recommended by the pipe manufacturer shall be provided before the final pipe tie-in.
- 24. The Contractor shall conduct a final hydrostatic test of the installed pipeline. Final test shall be in accordance with these specifications. The Contractor shall repair any defects discovered during this test, and repeat until the pipe passes the test.

D. Excavating Trenches

- The Contractor shall provide all necessary shoring and bracing materials as required to assure safe working
 conditions and to protect the excavations. The Contractor shall be required to fully comply with all applicable
 OSHA Excavation Safety Standards. No separate payment shall be made for any special procedure used in
 connection with the excavation.
- 2. Excavate trenches to the proper depth and width as follows:
 - a. Trench to Grade: Excavated trench bottoms shall be firm, free from boulders, and conform to the established grade. Limit open trench excavation to a maximum of three 300 feet (90 m) ahead of completed backfill.
 - b. Care shall be taken not to over excavate except where necessary to remove unstable material, irregularities, lumps, rock, and projections. Unnecessary over excavation shall be replaced at the Contractor's sole expense and in accordance with Subsection 670.3.05.
 - c. Excavation carried below the established grade lines shown or established by the Utility Owner shall be backfilled according to <u>Section 207</u> and <u>Subsection 670.3.05</u>. Use Class I or Class II Soils (defined in <u>Section 810</u>) and firmly compact the soil.
 - d. Where the established grade of a trench is in rock, undercut the bottom of the trench by at least 6 inches (150 mm) beneath the pipe or conduit and the greater of 24 inches (600 mm) wider than the pipe/conduit (12 inches or 300 mm each side) or 42 inches (1050 mm) wide, then backfill and compact according to Subsection 670.3.05.
 - e. Excavation in pavement and pavement patching shall be according to GA Standard No. 1401. Remove the pavement according to <u>Section 444</u>, except no separate payment shall be made for sawed joints.
 - f. Dewatering: Remove all water from excavations and maintain the excavations free of water while construction therein is in progress. Provide dewatering equipment as necessary to conform to this requirement. Dewatering procedures must meet all state and local regulatory requirements.

3. Minimum Trench Depth

- a. Excavate trenches to provide at least 48 inches (1.2 m) cover depth directly above the pipe to the finished pavement surface, sidewalk, grass, etc. unless indicated otherwise on the Plans or by the Utility Owner and GDOT Project Manager. In order to avoid existing utilities, it may be necessary for the pipe to be laid shallower or deeper than the minimum cover specified. At such time the Contractor shall not be allowed extra compensation for additional excavation necessary for deeper installations.
- b. Side slopes of the trenches shall be as nearly vertical as practicable. Trenches in excess of 5 feet (1.5 m) deep shall either have the trench sides laid back to conform to OSHA requirements for trench safety, if such area is available within the limits of excavation, or, alternatively, trenches deeper than 5 feet (1.5 m) shall be excavated via trench box or shored and braced.
- c. If any part of a water main is to be placed in or under a new embankment, finish the embankment to at least a 2-foot plane above the outermost portion of the pipe barrel before excavating the trench.
- 4. Trench Width: Excavate trenches to uniform widths wide enough to allow proper installation of pipe, fittings, and other materials, a minimum of 6 inches (150 mm) and a maximum of 12 inches (300 mm) each side of the pipe or conduit.
- 5. Trench Bell Holes: Excavate bell holes deeply and widely enough to make joints and to allow the pipe barrel to rest firmly on the trench bottom.
- 6. Trench bottom: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduits. Shape subgrade to provide continuous support of bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits/pipes. Remove projecting stones, tree roots, debris, and sharp objects along trench subgrade. Abrupt changes in grade of the trench bottom shall be avoided. Unless otherwise indicated in the Plans or The Facility Owner's Standard Specifications, trenches for water mains shall be graded as much as possible to avoid high and low points that necessitate air release valves.

- 7. Excavations may be completed and refilled either by hand or by machinery. Hand tool excavation shall be conducted where necessary to protect existing utilities and structures.
- 8. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the Plans, the Utility Owner and GDOT Project Manager shall be notified. Such material shall be removed and replaced with suitable material in accordance with <u>Section 205</u> bythe written request of the GDOT Manager.

E. Connecting to Existing Mains

- 1. Connect to an existing main with the appropriate fittings according to the Plans or the Utility Owner and GDOT Project Manager. When making connections under pressure, (i.e. when normal water service must be maintained), furnish and use a tapping sleeve and valve assembly or line stop fittings as indicated. Coordinate with Utility Owner 72 hours in advance for water service interruptions and temporary shut-offs. Evening or weekend work may be required to complete direct connections and tie-ins. Connect to existing mains as follows:
 - a. Before opening new pipeline trenches, locate the various points of connection to be made into existing pipelines. If necessary, uncover pipelines for the Utility Owner and GDOT Project Coordinators to prescribe the connections and fittings needed.
 - b. Connect to existing pipelines only to meet operating requirements. Cut existing lines only after obtaining the Utility Owner and GDOT Project Manager' permission.
 - c. Provide temporary line stops, associated fittings, and bypass pumping as indicated on the Plans and as necessary when cutting and plugging existing water mains to prevent service interruptions. Line stop and associated fittings shall be suitable for working pressures of 250 psi.
 - d. Connections to existing asbestos cement pipe shall be installed as indicated on the Plans or in The Facility Owner's Standard Specifications. Cutting, removing, handling, and disposing of asbestos cement pipe shall be in accordance with requirements established by EPA, OSHA, GDOT, NIOSH, and the State of Georgia Environmental Protection Division, and any other applicable laws and ordinances.

F. Laying Water Mains and Appurtenances

- 1. Preparing and Handling Pipes
 - a. Thoroughly clean the pipe and fittings before laying them. Keep them clean until accepted.
 - b. Use suitable tools and equipment. Do not damage the pipe, especially the cement lining inside the pipe.
 - c. Cut pipe in a manner to avoid damage to pipe or lining, leaving a smooth end at right angles to pipe axis. Smooth and bevel edges of cut pipe for push-on, gasket type joints.
 - d. Bedding shall be provided as specified by the Utility Owner or pipe manufacturer for the type of conditions encountered. Bedding typically consists of granular soil free of lumps, clods, cobbles, and frozen materials, and shall be graded to a firm-but-yielding surface without abrupt changes in bearing value. Unstable soils and rock ledges shall be undercut from the bedding zone and replaced with suitable material.
 - e. Bed pipe on coarse granular material in flat bottom trench with entire pipe barrel bearing uniformly on coarse granular material, except for an approximately 18-inch (450 mm) gap at pipe balance point for sling removal. Hand excavate and backfill as required to provide uniform and continuous bearing and support for the pipe. Do not support pipe on hubs or end bells. Consolidate coarse granular material under and around pipe up to pipe centerline by tamping.
 - f. Join pipe with bells facing direction in which laying operation is progressing. Lay pipe upgrade wherever line grade exceeds 10%.
 - g. Carefully examine pipe for cracks and other defects and do not lay defective pipe. If pipe or castings appear to be cracked, broken, or defective after laying, remove and replace those sections.

2. Alignment and Gradient

- a. Pipe alignment and gradient shall conform to the Plans. Deflect pipe lines only where indicated on the Plans, within allowable horizontal and vertical deflection angles according to the manufacturer.
- b. Water mains shall be laid at least 10 feet (3 m) horizontally from any existing or proposed sanitary sewer, storm sewer or sewer manhole. The distance shall be measured edge-to-edge. When local conditions prevent a horizontal separation of 10 feet (3 m), the water main may, on a case-by-case basis, be laid closer to a sewer

provided the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the water main is at least 18 inches (450 mm) above the top of the sewer.

- c. Maintain a vertical separation of at least 18 inches (450 mm) between the crown of sanitary sewers and the invert of existing or proposed water mains with the sewer located below the water main. Where a vertical separation of 18 inches (450 mm) cannot be provided, and the water main cannot be relocated to provide adequate clearance, center one full length of water main over the sewer so that both joints of the water main will be as far from the sewer as possible.
- 3. Special Requirements for Laying Water Mains
 - a. Excavate, clean, lay, joint, and backfill progressively and uniformly according to these requirements:
 - 1) Never leave pipe in the trench overnight without completely jointing and capping.
 - 2) Do not leave completed pipeline exposed in the trench. Backfill and compact the trench as soon as possible after laying, jointing, and testing are complete.
 - 3) At the close of work each day and when laying pipe, close the exposed end of the pipeline in the trench with an approved wood or metal head or barrier.
 - 4) If necessary to cover the end of an incomplete pipeline with backfill, close the end of the pipe with a satisfactory cap or plug.

G. Installing Water Mains by Open Cut

- 1. Use the following flexible joints for connections inside the roadway shoulders or curbs and gutters:
 - a. Mechanical Joints:
 - 1) When using mechanical joints, thoroughly wash bell sockets, spigots, gland, gasket, nuts, and bolts with soapy water before assembly. Keep these parts wet until the jointing operation is complete.
 - 2) Tighten nuts within the torque range recommended by the manufacturer. Check the tightening tolerance with a torque wrench.
 - 3) If effective sealing is not attained at the maximum recommended torque, disassemble, thoroughly clean, then reassemble the joint.
 - 4) Do not overstress bolts to compensate for improper installation or defective parts.
 - b. Push-On Type Joints
 - 1) Use push-on joints made according to the manufacturer's recommendations.
 - 2) Install PVC pipe in accordance with AWWA C605.
 - 3) Install ductile iron pipe in accordance with AWWA C600.
- 2. Restraints for pipe joints and fittings shall be provided as specified and as shown on the Plans. Restraints shall be installed per manufacturer's recommendations.
- 3. Buried ductile iron pipe and fittings shall be polyethylene encased as specified and as indicated on the Plans. Polyethylene encasement tubing shall be secured with polyethylene tape and installed in accordance with ANSI/AWWA C105/A21.5.
- 4. Unless otherwise specified by The Facility Owner's Standard Specifications, provide pipe detection wire on all non-metallic pipe systems. Tape the tracer wire to the top center of the pipe at intervals which prevent wire displacement during backfilling operations. Stub tracer wire up 6 inches (150 mm) above finished grade at all valves and fire hydrants. For splices, use direct bury kits. After backfilling is complete, test electrical continuity of each tracer wire segment and provide test results to Utility Owner and GDOT Project Manager.
- 5. Install continuous underground warning tape during backfilling of trench for underground water distribution piping. Install 12 inches (300 mm) below finished grade, or 6 inches (150 mm) below subgrade under pavements and walkways, and buried directly over piping.
- 6. Use pipe cutters when cutting pipe or special castings. Do not use a hammer, chisel, or a cutting torch.

- Locations where water mains do not meet minimum depth of cover requirements shall include a steel casing or concrete encasement installed per The Facility Owner's Standard Specifications.
- 8. If HDPE pipe is to be installed where high groundwater table or water surrounding the pipe is expected, precautions shall be taken to provide neutral buoyancy to prevent floatation or a change in alignment.
- 9. Isolation Valves on Water Mains: Install and joint gate and butterfly valves as specified in <u>Subsection 670.2.01</u> in accordance with AWWA C600. Include the valve box and valve marker where required.
- 10. Air release valves shall be located at high elevation points on the pipeline. Air release valves shall be installed at locations indicated in the Plans and in accordance with manufacturer's recommendations.
 - a. Air release valves shall be installed in a shallow manhole or vault as indicated in the Plans and The Facility Owner's Standard Specifications. Automatic air relief valves shall not be used in areas where flooding of the manhole or vault may occur.
 - b. An isolation valve shall be installed between the air release assembly and the connection to the main.
 - c. The Contractor shall furnish and install at no additional cost to GDOT or Utility Owner all necessary fittings for the installation of air release valves at high points.
- 11. Pressure reducing/sustaining valves of the size and type indicated shall be installed as shown on the Plans per manufacturer's recommendations and The Facility Owner's Standard Specifications.
- 12. Fire Hydrants: Install and joint hydrants as specified in <u>Subsection 670.2.01</u> and in accordance with AWWA C600. Include required vertical extension sections. Also, include pipe strap installation, restraints, crushed stone drain, and backfill according to the Plans and this Section. Spacing of fire hydrants shall be as indicated in The Facility Owner's Standard Specifications.
- 13. Concrete Thrust Collars and Thrust Blocks: If required, furnish materials and install thrust collars or concrete blocking according to <u>Subsection 670.2.01</u>. Form and pour concrete thrust collars or blocks in accordance with the Plans and The Facility Owner's Standard Specifications. Blocking shall be poured against undisturbed earth and all forms shall be removed before backfilling.

14. Backfilling

- a. Furnish equipment, labor, and when necessary material required for backfilling the pipe line trenches according to <u>Section 207</u>, and as follows:
 - 1) When testing for visual leaks in open trenches, do not backfill until testing is complete and leaks are eliminated.
 - 2) When retaining pavement adjacent to trenches, replace removed pavement with the same or better material when approved in accordance with the appropriate <u>Section</u> for the pavement type replaced.
 - 3) Place backfill on subgrades free of mud, frost, snow, or ice.
 - 4) Place and compact bedding course on trench bottoms and where indicated. Shape the bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits/pipes.
 - 5) Backfill shall include Class I or Class II Soils as defined in <u>Section 810</u> or suitable material that conforms with The Facility Owner's Standard Specifications.
 - 6) Backfill shall be placed in two stages: first, side fill to a height of 12 inches (300 mm) above the top of pipe; second, overfill to former surface grade. Side fill shall consist of granular material laid in 6-inch (150 mm) layers each consolidated by mechanical tamping and controlled addition of moisture, to a density of 95% as determined by as determined by the Standard Proctor test (AASHTO T-99 Method D) or GDT 67. Overfill shall be layered and consolidated to match the entrenched material in cohesion and compaction. The top 12 inches (300 mm) shall be compacted to 100% of specified density. Consolidation by saturation or ponding shall not be permitted.
 - 7) Soil Moisture Control: Uniformly moisten and aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2% of optimum moisture content. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2% and is too wet to compact to specified dry unit weight.

- 8) Initial backfill shall be carefully compacted under pipe haunches and evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Place and compact fill and backfill of satisfactory soil to final subgrade elevation. Backfill voids with satisfactory soil while removing shoring and bracing and/or trench boxes.
- 9) After backfilling, maintain temporary surface restoration per GA Standard No. 1401 until permanent repaying is complete. No separate payment shall be made for replaced payment.

15. Disinfection of Water Mains

- a. New and existing pipelines and appurtenances shall be disinfected before placing into service. Disinfection can be conducted in conjunction with the pressure test.
- b. Before the main is chlorinated, it shall be filled to eliminate air pockets and shall be flushed to remove particulates.
- c. During disinfection of the water mains, an appropriate cross-connection control device, consistent with the degree of hazard, shall be provided for backflow protection of the active distribution system.
- d. Chlorination: Sterilize using only potable water with calcium hypochlorite (HTH), 1% chlorine solution, or other products acceptable to the Utility Owner and GDOT Project Manager and Department of Public Health. Comply with AWWA C651 including Section 9 procedures on final connections to existing mains.
 - 1) The chlorine solution used for disinfection of water mains shall have a free chlorine residual concentration not less than 25 mg/L or in accordance with The Facility Owner's Standard Specifications.
 - 2) Add enough disinfectant to provide a chlorine residual of not less than 10 parts per million (ppm) in 24 hours or as required in The Facility Owner's Standard Specifications. All valves and hydrants shall be operated to ensure disinfection of the appurtenances.
 - 3) At the end of 24 hours, check the chlorine residual. If it is less than 10 ppm, add additional chlorine and check the line again after 24 hours.
- e. After the applicable retention period, the chlorinated water must not be disposed in a manner that will harm the environment. Neutralizing chemicals, such as Sulfur Dioxide, Sodium Bisulfite, Sodium Sulfite or Sodium Thiosulfate can be used to neutralize the chlorine residual remaining in the water to be wasted.
- f. After sterilization, flush the line with potable water until the chlorine residual is equal to the existing system.
 - 1) After final flushing and before the water main is placed into service, water samples shall be collected from the main and tested for microbiological quality in accordance with the Georgia Rules for Safe Drinking Water. Samples shall be taken in the presence of the Utility Owner and GDOT Project Manager.
 - 2) When test results are not satisfactory, the pipeline shall be flushed and disinfected again as necessary without additional compensation until satisfactory results are obtained.

H. Laying Service Lines and Appurtenances

- 1. Except as modified in this Section, construct and install service connection assemblies and lines according to the Plans and the requirements for laying water mains. Install service lines at locations shown on the Plans or where designated by the Utility Owner and GDOT Project Manager.
- 2. Install new pipe from the water main to the final location of the meter or to points designated by the Utility Owner and GDOT Project Manager to connect with existing or future service lines on abutting property.
- 3. No water service connections shall be performed until the main is tested and disinfected. Water service lines shall be tested and disinfected prior to connection to the main.
- 4. If required, install water service line inside casing pipe according to the Plans or The Facility Owner's specification document.
- 5. At roads, paved drives, retaining walls, and other paved areas, install service tubing or casing pipe by pushing, pulling, or augering techniques. At all other locations, install service tubing by trenching and backfilling unless directed otherwise by GDOT.
- 6. Service line installation includes all connections using saddles, unions, valves, fittings, corporation stops, curb stops, casing, and any and all appurtenant work required to provide a complete water service connection.

- 7. Excavate for service lines as specified in Subsection 670.3.05 with the following exceptions:
 - a. Ensure that trenches under pavements and across driveways are deep enough to provide at least 48 in (1.2 m) of cover, unless otherwise specified by The Facility Owner's Standard Specifications or directed by the Utility Owner and GDOT Project Manager.
 - b. At other areas, trench depth and backfill cover may be adjusted at the discretion of the Utility Owner and GDOT Project Manager to provide at least 18 in (450 mm) of cover.
- 8. Backfill service lines as specified in Subsection 670.3.05.
- 9. All service lines, fittings, and appurtenances necessary for the water service connections shall be installed and backfilled in accordance with the manufacturer's recommendations and as per The Facility Owner's Standard Specifications and standard details.

I. Cutting and Capping Existing Water Mains

- 1. Disconnect by sawing or cutting and removing a segment of existing pipe where cutting and capping or plugging is shown on the Plans or directed by the Utility Owner or GDOT Project Manager. Provide a watertight pipe cap or plug and restraint mechanism to seal off existing mains indicated to remain in service. If water main is to be abandoned or removed and not specified to be grout filled, seal ends with a pipe cap or plug or with a masonry plug and minimum 6-inch (150 mm) cover of concrete on all sides around the end of the pipe.
- 2. The Contractor shall be responsible for uncovering and verifying the size and material of the existing main to be capped or plugged.
- 3. Abandoned manholes and water mains greater than 6-inch (150 mm) shall be filled with flowable fill per Section 600 at the locations indicated on the Plans. Air release valves and water service connections along the abandoned main shall be plugged prior to grouting. Prior to backfilling, the bottom of the manhole shall be broken up in such a manner that water will readily pass through. The top portion of the manhole structure shall be removed in order to establish a minimum of 3 feet cover from subgrade or finished grade when not under the pavement and filled with sand or suitable backfill.
- 4. Water mains shall be flushed prior to placement of flowable fill. Use concrete or grout pumps capable of continuous delivery at planned placement rate with sufficient pressure to overcome friction and fill the sewer main.

J. Relocating, Adjusting, and Removing

- 1. Fire Hydrant Assemblies
 - a. Relocate, adjust to grade, or remove fire hydrant assemblies including valve and valve boxes according to the Plans or as designated by the Utility Owner and GDOT Project Manager.
 - b. Protect items during removal and relocation. Replace lost or damaged Items at no expense to GDOT or the Utility Owner.
 - c. Disconnect each joint before removing items from the trench.
 - d. Install relocated fire hydrant assemblies with tapping sleeve, and as specified herein for new fire hydrant assemblies.
 - e. Test for leakage, adjust, and retest until no leaks appear.
 - f. Backfill as specified in <u>Subsection 670.3.05</u>.
 - g. Consider valve boxes part of the valve assembly and remove them intact with the valve.

2. Water Valves and Boxes

- a. Adjust or remove water valves and valve boxes according to the Plans or as designated by the Utility Owner and GDOT Project Manager.
- b. Protect items during adjustment or removal. Replace lost or damaged Items at no expense to GDOT or the Utility Owner.
- c. Disconnect each joint before removing items from the trench.
- d. Test for leakage, adjust, and retest until no leaks appear.
- e. Backfill as specified in Subsection 670.3.05.
- f. Consider valve boxes part of the valve assembly and remove them intact with the valve.

3. Existing Water Meters and Boxes

- Relocate existing water meters and boxes according to the Plans or the Utility Owner and GDOT Project Manager.
- b. To relocate water meters, remove the existing meter, associated backflow preventer, and box and replace with a short section of pipe.
- c. Inspect along with the Utility Owner and GDOT Project Manager each meter and backflow preventer before removal to determine the condition of each.
- d. Unless specified otherwise in the Plans or The Facility Owner's Standard Specifications, new water meters and backflow preventers shall be furnished by the Contractor as necessary if these devices are deemed unsuitable for reuse. Contractor shall provide new water meter boxes if deemed unsuitable for reuse. The Contractor shall coordinate delivery of the water meters and backflow preventers to correspond to construction operations to minimize service interruptions.
- e. Relocation of water meters and boxes shall include without additional compensation, required pipe, unions and appurtenances, adapter fittings, necessary storage protection, and installation of meter, backflow preventer, meter box, and curb stop in the existing service line.

4. Existing Water Service Lines

- a. Water lines shall be adjusted to grade by excavating the existing lines, lowering or raising the lines, and backfilling according to the Plans or the Utility Owner and GDOT Project Manager.
- b. Furnish new materials or fittings required for the adjustment without additional compensation.
- c. Change connections at the main that result from this work.
- d. Repair leaks and damage caused by the operations at no expense to GDOT.
- e. When retaining a water meter where an existing service line is to be adjusted, adjust the existing meter and box to the proper grade without additional compensation.

5. Other Water Appurtenances

- a. Relocate, adjust to grade, or remove water main appurtenances including but not limited to air release valves, backflow preventers, pressure reducing/sustaining valves according to the Plans or as designated by the Utility Owner and GDOT Project Manager.
- 6. Utility related items identified on the Plans to be salvaged are the property of the Utility Owner. Contractor shall coordinate with Utility Owner on delivery of salvaged materials. Should the Utility Owner choose to not accept these materials they shall be removed from the project site as soon as practical.

K. Aerial Crossings

- 1. Support must be provided for all joints in pipes utilized for aerial crossings. The supports must be installed to prevent frost heave, overturning, and settlement. Precautions against freezing, such as insulation, shall be provided.
- 2. When the aerial crossing is accomplished by attachment to a bridge or drainage structure, the crossing shall meet all requirements of the agencies that own or have jurisdiction over such structures.
- 3. Aerial installations shall be installed to avoid or minimize stream blockage during normal high water events.
- 4. Underground valves shall be provided at both ends of the aerial crossing so that the section can be isolated for testing or repair. The valves shall be restrained, easily accessible, and not subject to flooding. An air release/vacuum relief valve shall be installed at all high points along the aerial crossing.
- 5. Appropriate guards shall be installed at both ends of the aerial crossing to prevent public access to the pipe.

670.3.06 Quality Acceptance

A. Materials Certification

For certain products, assemblies and materials, not on GDOT QPL List, and in lieu of normal sampling and testing procedures by the Contractor, the Utility Owner, and GDOT may accept from the Contractor the manufacturer's certification with respect to the product involved under the conditions set forth in the following paragraphs:

1. Material certifications shall be provided to GDOT, who shall distribute to the Utility Owner. Material certifications shall be approved by GDOT and the Utility Owner prior to construction. The certification shall state/specify that the

named product conforms to these specifications and requirements of the Utility Owner and GDOT, and representative samples thereof have been sampled and tested as specified.

- 2. The certification shall either:
 - a. Be accompanied by a certified copy of the test results, or
 - b. Certify such test results are on file with the manufacturer and will be furnished to the Utility Owner and GDOT Project Coordinators upon demand.
- 3. The certification shall state/specify the name and address of the manufacturer and the testing agency and the date of tests; and sets forth the means of identification which shall permit field determination of the product delivered to the project as being the product covered by the certification.
- 4. Submit certification in triplicate with two copies of the covered product to the GDOT Project Coordinator, and one copy sent to GDOT's State Materials and Research Engineer at 15 Kennedy Drive, Forest Park, Georgia. The certification shall specify the project number and contract ID number. No certificate shall be required for Portland cement when furnished from a manufacturer approved by GDOT.
- 5. GDOT or the Utility Owner will not be responsible for any costs of certification or for any costs of the sampling and testing of products in connection therewith.
- 6. GDOT and the Utility Owner reserve the right to require samples and test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer. Any materials that fail to meet specification requirements will be rejected.
- 7. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.
 - a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
 - b. Records to be provided by the Contractor for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
 - c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

B. Flushing

- Prior to testing, water mains shall be cleaned and flushed to remove all sand and foreign matter. Water used for
 filling and cleaning shall be from an approved potable water source. Sufficient flushing water shall be introduced
 into the mains to produce a scouring velocity of not less than 3.5 feet per second to resuspend the solids, and this
 rate of flow shall be continued until the discharge is clear and no evidence of silt or foreign matter is visible. The
 Contractor shall dispose of all water used for flushing without causing a nuisance or property damage.
- 2. In the event that the Contractor cannot obtain the flushing velocity, a poly-pig swab may be used to clean the pipeline. The Contractor shall submit pigging plan to the Utility Owner and GDOT for review. The plan shall include type of pig material, water flow rate, discharge points, poly-pig detector and retrieval options.

C. Hydrostatic Testing of Water Mains

- 1. When the Utility Owner and GDOT Project Manager approve a section of pipe for testing, the Contractor shall furnish the materials, equipment, and labor to conduct the pressure and leakage tests. Use a test pump, pressure gauge, and a means of measuring the water necessary to maintain the required pressure during the prescribed testing time. All pressure and leakage testing shall be done in the presence of the Utility Owner and GDOT Project Coordinators as a condition precedent to the approval and acceptance of the system. All pipes shall have been thoroughly flushed prior to testing. Simultaneous or separate pressure and leakage tests may be performed.
- 2. All water for testing and flushing shall be potable water provided by the Contractor, at no cost to the Utility Owner or GDOT, from an approved source. Flow velocity during line filling shall not exceed 2 feet (0.6 m) per second (fps).
- 3. Testing Requirements
 - a. Water mains shall be tested in sections between valves, thereby, testing each valve for secure closure. Testing shall be done immediately after installation and backfilling has been completed.
 - b. The mains shall be tested in accordance with the latest revision of AWWA C600 for ductile iron and C605 for PVC under an average hydrostatic pressure of the greater of 1.5 times the maximum working pressure or 150 psi as measured at the lowest point in the system for a minimum of 2 hours. Pressure shall be maintained until all sections under testing have been checked for evidence of leakage.
 - c. While the system is being filled with water, air shall be carefully and completely exhausted. If permanent air vents are not located at all high points, the Contractor shall install corporation stops or fittings and valves at such points at no additional expense to the Utility so the air can be expelled as the pipe system is slowly filled.
 - d. Makeup water shall be added, as required, to maintain the pressure within 5 psi of the test pressure. The quantity used shall be measured by pumping from a calibrated container. The maximum amount of makeup water allowed shall be determined by the following formula:

$$L = \underline{SD \ P}^{\underline{0.5}}$$

148,000

in which,

L = Allowable Leakage in gallons per hour

S = Length of pipe being tested in feet

D = Nominal pipe diameter in inches

P = Average test pressure during the test in psi gauge

e. Visible leaks shall be corrected regardless of total leakage shown by test. All pipe fittings and other materials found to be defective under test shall be removed and replaced. Lines which fail to meet test requirements shall be repaired and retested as necessary until test requirements are met. No additional compensation shall be made for repairs or retesting.

670.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

670.4 Measurement

Incidentals including excavation, rock removal, backfilling, disinfection, testing, temporary water connections, pavement removal, pavement replacement, and other incidentals required for the installation of water distribution items are not measured for separate payment and shall be included in the applicable Pay Items below. Water mains, service lines, and other associated Items of work in this Specification, complete, in place, and accepted, are measured for payment as follows:

A. Ductile Iron Water Mains

Ductile iron water mains shall be measured in linear feet (meters) for each size, thickness class, and type (restrained, non-restrained) installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

B. PVC Water Main

PVC water mains shall be measured in linear feet (meters) for each size and type (restrained, non-restrained) installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

C. Fusible PVC Water Main

Fusible PVC water mains shall be measured in linear feet (meters) for each size and type installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

D. HDPE Water Main

HDPE water mains shall be measured in linear feet (meters) for each size and type installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

E. Ductile Iron Fittings

Ductile iron fittings are considered subsidiary to the water line in which they are used and are not measured for separate payment. This Item includes, but is not limited to, wyes, tees, bends, crosses, sleeves, plugs and caps, and reducers.

F. Restrained Joints

Joint restraints used with the installation of PVC or ductile iron pipe are considered subsidiary to the water line in which they are used and are not measured for separate payment.

G. Gate Valves

Gate valves shall be measured on an individual basis for each size valve and box assembly acceptably installed.

H. Butterfly Valves

Butterfly valves shall be measured on an individual basis on the number of each size valve and box assembly acceptably installed.

I. Tapping Sleeve and Valve Assembly

Tapping sleeve and valve assemblies shall be measured on an individual basis on the number of each size tapping sleeve and valve assembly acceptably installed.

J. Double Strap Saddle

Double strap saddles shall be measured on an individual basis on the number of each size double strap saddle acceptably installed.

K. Fire Hydrant Assemblies

Fire hydrant assemblies shall be measured on an individual basis on the number of hydrants acceptably installed.

L. Water Service Lines

Service lines shall be measured in linear feet (meters) for each size of service pipe installed. Measurements are made from end to end and from center of lines to ends of branches and include tapping saddle, sleeve, valves, service connection assemblies, sleeves, adapters, and fittings.

M. Air Release Valve Assembly

Air release valve assemblies shall be measured on an individual basis on the number of each size and type of air release valve assembly acceptably installed.

N. Pressure Reducing / Sustaining Valve

Pressure reducing/sustaining valve shall be measured on an individual basis on the number of each pressure reducing/sustaining valves acceptably installed.

O. Blow-Off Assemblies

Blow-off assemblies shall be measured on an individual basis on the number of each blow-off assembly acceptably installed.

P. Backflow Prevention Assembly

Backflow prevention assemblies shall be measured on an individual basis on the number of each size and type backflow preventer acceptably installed.

O. Water Meter

Water meters shall be measured on an individual basis on the number of each size meter acceptably installed.

R. Steel Casing

Steel casing pipe of the wall thickness and diameter specified shall be measured by the linear foot for each size and thickness of steel casing pipe installed. Measurement shall be horizontally above the centerline of the casing.

S. Relocation of Existing Fire Hydrant Assemblies, Air Release Valves, Water Meters, Water Backflow Preventers, Pressure Reducing or Sustaining Valves, Water Valves and Water Meter including Bypass and Vault

Relocation of existing fire hydrant assemblies, air release valves, water meters, backflow preventers, pressure reducing or sustaining valves, water valves, and water meter including bypass and vault shall be measured on an individual basis on the number of each acceptably relocated including relocation and final adjustment of boxes.

T. Adjustment of Existing Meter Boxes and Valve Boxes to Grade

Adjustment of existing meter boxes and valve boxes adjusted to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted in accordance with Section 611.

U. Adjustment of Blow-Off Assembly

Adjustment of blow-off assembly to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted.

V. Adjustment of Existing Fire Hydrant Assembly

Adjustment of existing fire hydrant assembly to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted.

W. Adjustment of Existing Backflow Preventers

Adjustment of existing backflow preventers to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted.

X. Removal of Water Meters, Fire Hydrant Assemblies, Backflow Preventers, Water Valves, and Air Release Valves

Removal of existing water meters and boxes, fire hydrants assemblies, backflow preventers, water valves, and air release valves, shall be measured on an individual basis on the number of each removed.

Y. Adjustment of Water Service Lines

Adjustment of water service lines shall be measured in linear feet (meters) of service line pipe lowered or raised, and shall include the length of valves, fittings, meters, boxes, and other appurtenances. Measurements are made from end to end of actual adjustments.

Z. Concrete Thrust Blocks

Concrete thrust blocking installed shall be measured as indicated in Section 500 per cubic yard of concrete acceptably installed. When Concrete Thrust Blocks is not shown as a pay item, include the cost of the work in the bid price for the appropriate item.

AA. Concrete Thrust Collars

Concrete thrust collars shall be measured on an individual basis on the number of each size thrust collar acceptably installed. When Concrete Thrust Collars is not shown as a pay item, include the cost of the work in the bid price for the appropriate item

BB. Cut and Plug Existing Water Main

Cutting and plugging of existing water mains shall be measured on an individual basis per each instance of cutting and plugging existing mains as shown on the Plans.

CC. Removal of Water Mains

Unless specified removal of water mains shall be removed in accordance with Section 210. If specified removal of water mains shall be measured per linear foot for each size pipe actually removed in accordance with Section 610. Measurement shall be horizontally above the centerline of the pipe removed and shall include the length of valves and fittings.

DD. Line Stop

Line stops shall be measured on an individual basis on the number of each size line stop actually installed.

EE. Flowable Fill

Flowable fill shall be measured as indicated in <u>Section 600</u> per cubic yard of flowable fill acceptably installed. When flowable fill is not shown as a pay item, include the cost of the work in the bid price for the appropriate item.

FF. Insertion Valve

Insertion valves shall be measured on an individual basis on the number of each size valve acceptably installed.

GG. Three-Dimensional (3D) Survey

Three-dimensional survey shall be measured as one lump sum for a complete and accepted survey. This item will be included in the overall pipe measurement. No separate payment for this work.

670.4.01 Limits

General Provisions 101 through 150.

670.5 Payment

The Contract Unit Price for each Item, complete and accepted, shall include all costs incidental to the construction of the Item according to the Plans and as specified in this Section. The unit prices bid shall include due allowance for the salvage value of all materials removed from existing or temporary lines and not installed in the completed work. All such surplus items shall become the property of the Contractor unless such surplus items are specified to be salvaged. Payment for any Item listed below is full compensation for the Item or Items complete in place.

A. Ductile Iron Water Mains

Ductile iron mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of pipe, joints and jointing materials, anchoring, warning tape, polyethylene encasement, protection of existing utilities, connections to existing water mains, sampling taps, temporary blow-offs, flushing, cleaning, pigging, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration and all work and materials necessary to place the pipe into service.

B. PVC Water Main

PVC water mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of pipe, anchoring, tracer wire, warning tape, protection of existing utilities, connections to existing water mains, sampling taps, temporary blow-offs, flushing, cleaning, pigging, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the pipe into service.

C. Fusible PVC Water Main

Fusible PVC water mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, entry/exit pits, installation of pipe, joints and jointing materials, tracer wire, warning tape, mechanical joint adapters, protection of existing utilities, connections to existing water mains, fusion process materials and equipment, directional drilling materials and equipment, tracking system, assembling, welding, supporting, stringing, pulling, pigging, cleaning, sampling taps, temporary blow-offs, flushing, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, and restoration, and all incidentals necessary to place the pipe into service except where such items are shown to be paid for under a separate Pay Item.

D. HDPE Water Main

HDPE water mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, entry/exit pits, installation of pipe, tracer wire, warning tape, mechanical joint adapters, protection of existing utilities, connections to existing water mains, fusion process materials and equipment, directional drilling materials and equipment, tracking system, assembling, welding, supporting, stringing, pulling, pigging, cleaning, sampling taps, temporary blow-offs, flushing,

chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, and restoration, and all incidentals necessary to place the pipe into service except where such items are shown to be paid for under a separate Pay Item.

E. Ductile Iron Fittings

Ductile iron fittings are considered subsidiary to the water line in which they are used and are not measured for separate payment as outlined in the manufacturers' catalogues and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of fittings, joints and jointing materials, anchoring, warning tape, polyethylene encasement, protection of existing utilities, flushing, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, all other related and necessary materials, work and equipment required to install a complete and operable pipeline fitting. This Item includes, but is not limited to, wyes, tees, bends, crosses, sleeves, plugs and caps, couplings, and reducers.

F. Restrained Joints

Restrained joints are considered subsidiary to the water line in which they are used and are not measured for separate payment as outlined in the manufacturers' catalogues and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting, shoring, installation of the restraint device, polyethylene encasement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the restrained joint.

G. Gate Valves

Gate valves shall be paid for at the unit price per each size gate valve and box assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the gate valves (including valve box), concrete pad or collar, valve identification disc, valve marker, valve tag, polyethylene Page 26

encasement, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the gate valve and place it in service.

H. Butterfly Valves

Butterfly valves shall be paid for at the unit price per each size butterfly valve and box assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the butterfly valves including valve box, concrete pad or collar, valve identification disc, valve marker, valve tag, polyethylene encasement, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration and all work and materials necessary to install the butterfly valve and place it in service.

I. Tapping Sleeve and Valve Assembly

Tapping sleeve and valves assemblies shall be paid for at the unit price per each size tapping sleeve and valve assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of tapping sleeves and valve assemblies including valve box, concrete pad or collar, valve marker, valve tag, polyethylene encasement, protection of existing utilities, tapping the potable water main, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and necessary hardware to install the tapping sleeve assembly and valve and place it in service.

J. Tapping Sleeve

Tapping sleeves shall be paid for at the unit price per each size tapping sleeve installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of tapping sleeves, concrete pad or collar, valve marker, valve tag, polyethylene encasement, protection of existing utilities, tapping the potable water main, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and necessary hardware to install the tapping sleeve and place it in service.

K. Double Strap Saddle

Double strap saddles shall be paid for at the unit price per each size double strap saddle installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of double strap saddles, concrete pad or collar, valve marker, valve tag, polyethylene encasement, protection of existing utilities, tapping the potable water main, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and necessary hardware to install the double strap saddle.

L. Fire Hydrant Assembly

Fire hydrant assemblies shall be paid for at the unit price per each hydrant installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the fire hydrant assemblies (all configurations), vertical extensions, tapping sleeve, valve, hydrant lead piping, joint connections, fittings, tees, restraints, crushed stone drain, polyethylene encasement, protection of existing utilities, valve box, concrete pad or collar, valve identification disc, valve marker, valve tag, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the fire hydrant assembly and place it in service.

M. Water Service Line

Water service lines shall be paid for at the unit price per linear feet (meters) of the size service line installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of water service line, tracer wire, tapping saddle, sleeve, corporation stops, fittings, curb stops, casing pipe, plugging abandoned

water service connection, removal of abandoned water service line, protection of existing utilities, locating and connection to existing or new water main, chlorine for disinfection, disinfection, sampling points, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the water service line into service. Water meter and box shall be paid for under a separate Pay Item.

N. Water Meter and Box

Water meters shall be paid for at the unit price per each size water meter installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the meter and box, adjustment to final grade, fittings, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the meter into service except where such items are to be paid for under a separate Pay Item.

O. Backflow Prevention Assembly

Back flow prevention assemblies shall be paid for at the unit price per each type backflow preventer installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the backflow preventer, concrete vault, adjustment to final grade, testing and certification, fittings, tees, restraints, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the meter into service except where such items are to be paid for under a separate Pay Item.

P. Air Release Valve Assembly

Air release valve assemblies shall be paid for at the unit price per each size and type of air release valve assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the air release assembly, tapping saddle, isolation valve, reducers, piping, restraints, fittings, tracer wire, concrete manhole or vault, ring and cover, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the air release assembly into service.

Q. Pressure Reducing / Sustaining Valve

Pressure reducing / sustaining valve shall be paid for at the unit price per each size and type of pressure reducing / sustaining valve installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the pressure reducing / sustaining valve, reducers, piping, restraints, fittings, tracer wire, concrete manhole or vault, ring and cover, tracer wire, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the pressure reducing / sustaining valve into service.

R. Blow-Off Assembly

Blow-off assemblies shall be paid for at the unit price per each blow-off assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the blow-off assembly, valves, valve boxes, concrete pad or collar, piping, restraints, fittings, tracer wire, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the blow-off assembly into service.

S. Steel Casing

Steel casing pipe shall be paid for at the unit price per linear foot according to the diameter and thickness of the steel casing installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, protection of existing utilities, steel casing pipe, skid, steel straps, coatings, casing spacers, end seals, boring and jacking pits, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the steel casing except where such items are shown to be paid for under a separate Item. The carrier pipe shall be paid from other applicable Pay Item.

T. Relocation of Existing Air Release Valve

Relocation of air release valves shall be paid for at the unit price per each air release valve assembly relocated and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing air release valve assembly, installation at another location, piping, restraints, tracer wire, fittings, adjustment to final grade, polyethylene encasement, protection of existing utilities, chlorine for disinfection, disinfection backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration and all work necessary to locate, remove and relocate the air release valve except where such items are shown to be paid for under a separate Pay Item.

U. Relocation of Existing Fire Hydrant Assembly

Relocation of fire hydrants shall be paid for at the unit price per each hydrant assembly relocated and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing fire hydrant assembly, installation at another location, vertical extensions, hydrant lead piping, joint connections, fittings, tees, restraints, crushed stone drain, polyethylene encasement, valve box, concrete pad or collar, valve identification disc, valve marker, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work necessary to locate, remove and relocate the hydrant.

V. Relocation of Existing Backflow Prevention Devices

Relocation of backflow prevention devices shall be paid for at the unit price per each backflow preventer relocated and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing backflow preventer, installation at another location, adjustment to final grade, testing and certification, fittings, tees, restraints, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work necessary to locate, remove and relocate the backflow prevention device. The service line from the main to the relocated backflow preventer shall be paid for under a separate Pay Item.

W. Relocation of Water Meter and Box

Relocation of existing water meter and boxes shall be paid for at the unit price of each water meter and box relocated and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of existing water meter and box, installation at another location, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to relocate the water meter and box except where such items are shown to be paid for under a separate Item. The new service line from the main to the relocated meter shall be paid for under a separate Pay Item.

X. Relocation of Water Meter, including Bypass and Vault

Relocation of existing water meter including bypass and vault shall be paid for at the unit price of each water meter including bypass and vault relocated and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of existing water meter, bypass and vault, installation at another location, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trenchage 29

stabilization, clean-up, restoration, and all work and materials necessary to relocate the water meter including bypass and vault except where such items are shown to be paid for under a separate Item. The new service line from the main to the relocated meter, bypass and vault shall be paid for under a separate Pay Item.

Y. Relocation of Pressure Reducing/Sustaining Valve

Relocation of pressure reducing/sustaining valve shall be paid for at the unit price of each pressure reducing/sustaining valve relocated and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of existing water meter and box, installation at another location, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to relocate the water meter and box except where such items are shown to be paid for under a separate Item. The new service line from the main to the relocated pressure reducing/sustaining valve shall be paid for under a separate Pay Item.

Z. Relocation of Water Valve and Box

Relocation of existing water valves and boxes shall be paid for at the unit price of each water valve and box relocated and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of existing water meter and box, installation at another location, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to relocate the water meter and box except where such items are shown to be paid for under a separate Item. The new service line from the main to the relocated valve shall be paid for under a separate Pay Item.

AA. Adjustment of Existing Water Service Line

Adjustment of existing water service lines shall be paid in accordance with Section 611, for at the unit price per linear foot of service line adjusted and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, adjustment of service line, tracer wire and splices, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the service line except where such items are shown to be paid for under a separate Pay Item.

BB. Adjustment of Existing Water Valve Boxes to Grade

Adjustment of existing valve boxes shall be paid for in accordance with Section 611, at the unit price per each valve box adjusted to final grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, valve case and lid, trench adapter and operating nut extensions/reductions, tracer wire and splices, tracer wire riser and threaded plug, concrete pad, valve identification disc, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the valve box.

CC. Adjustment of Blow-off Assembly

Adjustment of existing blow-off assemblies shall be paid for at the unit price per each blow-off adjusted to final grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, valve case and lid, trench adapter and operating nut extensions/reductions, tracer wire and splices, tracer wire riser and threaded plug, piping, concrete pad or collar, valve identification disc, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the blow-off assembly.

DD. Adjustment of Existing Water Meter Boxes to Grade

Adjustment of existing meter boxes shall be paid for at the unit price per each meter box adjusted to finished grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, adjustment of water meter box to final grade, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the water meter box.

EE. Adjustment of Backflow Preventer

Adjustment of existing backflow preventers shall be paid for at the unit price per each backflow preventer adjusted to finished grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, adjustment of backflow preventer to final grade, adjustment of backflow preventer vault to final grade, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the water meter box.

FF. Adjustment of Existing Fire Hydrant Assembly to Grade

Adjustment of existing fire hydrants shall be paid for , at the unit price per each hydrant adjusted to finished grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, adjustment of hydrant, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the hydrant.

GG. Removal of Water Valve and Box

Removal of water valves shall be paid for at the unit price per each valve removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing water valve and box, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of removed valves identified to be salvaged, and all work necessary to remove the valve and box.

HH. Removal of Water Meter and Box

Removal of water meters shall be paid for at the unit price per each meter removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing water meter and box, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of removed meters and boxes identified to be salvaged, and all work necessary to remove the meter.

II. Removal of Fire Hydrant Assembly

Removal of fire hydrant assemblies shall be paid for at the unit price per each hydrant assembly removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing fire hydrant assembly, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of removed hydrants identified to be salvaged, and all work necessary to remove the hydrant.

JJ. Removal of Air Release Valve

Removal of air release valves shall be paid for at the unit price per each air release valve removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of air release valve assemblies, piping, concrete manholes or vaults, and fabricated enclosures, backfilling, backfill materials, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of air release valves identified to be salvaged, and all work necessary to remove the air release valve.

KK. Removal of Backflow Prevention Devices

Removal of backflow prevention devices shall be paid for at the unit price per each backflow preventer removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing backflow preventer and vault, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of removed backflow preventers identified to be salvaged, and all work necessary to remove the backflow preventers.

LL. Concrete Thrust Blocks

Concrete thrust blocks shall be paid for at the unit price per cubic yard of concrete complete in place as indicated in Section 500 and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, concrete, forming, reinforcement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install a complete thrust block. When Concrete Thrust Blocks is not shown as a pay item, include the cost of the work in the bid price for the appropriate item

MM. Concrete Thrust Collars

Concrete thrust collars shall be paid for at the unit price per each size of thrust collar and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, reinforced concrete thrust collars, retainer glands, reinforcement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install a complete thrust collar. When Concrete Thrust Collar is not shown as a pay item, include the cost of the work in the bid price for the appropriate item.

NN. Removal of Water Main

Removal of water mains shall be paid for at the unit price per linear foot of the size of water main to be removed in accordance with Section 610 and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, bypass pumping (as required), restoration, and all work and materials necessary to locate, remove and dispose of the pipe and associated appurtenances. Unless indicated for removal in a separate Pay Item, appurtenances to be removed shall include but not be limited to fittings, isolation valves, air release valves, valve boxes, blow-offs, steel casings, casing spacers, fire hydrant assemblies, water service lines, water meter boxes, thrust blocks, and concrete. All such surplus items shall become the property of the Contractor unless specified to be salvaged by the Utility Owner.

OO. Cut and Plug Existing Water Main

Cutting and plugging of existing water mains shall be paid for at the unit price per each installation and shall cover all materials, transportation, labor, equipment, excavation, sheeting and shoring, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to cut and plug existing water mains, except where such items are shown to be paid for under a separate Pay Item.

PP. Line Stops

Line stops shall be paid for at the unit price per each size line stop installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the line stop assemblies, valves, valve boxes, fittings, restraints, protection of existing utilities, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the gate valve and place it in service.

QQ. Flowable Fill

Flowable fill shall be paid for at the unit price per cubic yard of flowable fill complete in place as indicated in Section 600 and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, flushing, plugging air release valves and service connections, installation of flowable fill, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the gate valve and place it in service. When flowable fill is not shown as a pay item, include the cost of the work in the bid price for the appropriate item

RR. Insertion Valve

Insertion valves shall be paid for at the unit price per each size valve inserted and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the valve, valve boxes, fittings, restraints, concrete pad or collar, valve identification disc, valve marker, polyethylene encasement, protection of existing utilities, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the insertion valve and place it in service.

SS. Three-Dimensional (3D) Survey

Three-dimensional survey cost will be included in the overall pipe measurement and no separate payment for this work will be made, and it shall cover the costs for all non-destructive methods of locating installed utilities and associated electronic deliverables per Utility Owner specifications.

Section 670—Water Distribution System

Payment will be made under:

Item No. 670 Water Mainin (mm) Per linear foot (meter) Item No. 670 Gate Valvein (mm) Per each Item No. 670 Tapping Sleeve and Valve Assembly_in (mm) xin (mm) Per each Item No. 670 Fire Hydrant Per linear foot (meter) Item No. 670 Relocate Existing Fire Hydrant Per linear foot (meter) Item No. 670 Relocate Existing Water Valve including Box Per each Item No. 670 Relocate Existing Water Meter including Box Per each Item No. 670 Relocate Existing Water Meter including Box Per each Item No. 670 Adjust Water Service Line to Grade Per linear foot (meter) Item No. 670 Remove Existing Water Meter including Box Per each Item No. 670 Steel casingin (mm) Per linear foot (meter) Item No. 670 Butterfly valvein (mm) Per each Item No. 670 Tapping Valve,in(mm) Per each Item No. 670 Air Release Valve Assembly in (mm) Per each Item No. 670 Vater Meter,in Per each Item No. 670 Line Stopin (mm) Per each			
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	Item No. 670	Remove Existing Air Release Valve	Per each

670.5.01 Adjustments

General Provisions 101 through 150.

Walton County Juvenile Court

CONTRACT FOR SERVICES (Subcontract)

This contract is hereby made this 2 day of June 2021, between Alcovy Leadership and Character Development Program, LLC 741 Ridgeland Road, Bethlehem, Georgia 30620, hereafter the "Contractor", and Walton County, in the State of Georgia, hereafter referred to as the "Court", sets forth the rights, understandings, and obligations by and between Contractor and the Court for the employment of Contractor by the Court at the Evening Reporting Center of the Juvenile Court of Walton County to provide services for eligible children.

WITNESSETH

The Contractor and the Court agree that this agreement is subject to and subordinate to the terms and of the policies and procedures of Walton County government and to any other grant for monies received by the Court and used to facilitate this contract.

The parties hereto do mutually agree as follows:

A. DEFINITIONS

As used herein:

- 1. **Eligible Child**: (a) any child alleged to be delinquent under the Georgia Juvenile Code who is not currently detained by law; or (b) any juvenile alleged to be a status offender or unruly child under the Georgia Juvenile Code who is not detained, and, said juveniles are referred by the order of the Juvenile Court of Walton County to participate in the Evening Reporting Center.
- 2. **Judge**: the judge charged with hearing juvenile cases in the County.

B. INDEPENDENT CONTRACTOR RELATIONSHIP

For all purposes including but not limited to the following; Federal Insurance contributions Act (FICA), the Social Security Act, the Federal Employment Tax Act (FUTA), income tax withholding requirements, Georgia Personal Income Tax Compensation Act, and all other applicable federal, state, and local laws, rules, and regulations, (NHI) and their respective employees, Contractor and its employees shall be treated as an independent contractor and not as employees of the Walton County Juvenile Court.

C. NO BENEFITS

Alcovy Leadership and Character Development Program, LLC and their employees are not entitled to any benefits that Walton County Juvenile Court provides to its employees. Alcovy Leadership and Character Development Program, LLC hereby waives the right to participate in any such programs

D. SERVICES

The Contractor agrees to provide and the Court agrees to pay for the service(c) as outlined in Exhibit A attached hereto and made apart herein.

1. Referral

Whether a child is referred to a Contractor under his contract and the extent and combination of services to be provided is within the sole discretion of the Judge of the Juvenile Court of Walton County.

No child shall be referred to or received by the Contractor unless that child is an eligible child under this contract absent an Order of the Juvenile Court of Walton County.

2. Payment

The Contractor agrees to provide services to each eligible child referred by the judge of the Juvenile Court of Walton County. The Contractor shall be paid at the rate listed below for the services estimated as follows:

- 1. Evening Reporting Center- 164 days/492 MPUs (Man Power Units). \$30.00 = 1 MPU ERC total = \$14760.00
- 2. Thinking For A Change- 86 classes at \$60.00 per class. T4AC total = \$5160.00
- Community Service- 33 days = \$125.00 per supervisor. Two supervisors needed= \$200.00 a day.
 CS total = \$8250.00
- 4. ALCDP supervision/management = \$400.00 a month for twelve months. Supervision/management total = \$4800.00

Estimated cost of ALCDP programs/supervision and management for July 1, 2021 – June 30, 2022 will be thirty two thousand, nine hundred seventy dollars. \$32970.00.

All instructors will be required sign use time cards to track their MPUs/work hours. An invoice will at the end of each month to Walton County Juvenile Court for payment of services.

E EQUIPMENT AND TOOLS

Contractor shall notify and receive approval from the Court before obtaining equipment, tools, materials or outside personnel used to conduct any services. Upon the Court's approval, contractor shall submit to the Court an invoice for such equipment, tools, material, or personnel and the Court will pay such invoice within 30 days.

F. MANNER AND LOCATION

Contractor will be required to complete the assigned project within the time period specified herein and further agrees to provide periodic reports as required by the Walton County Juvenile Court.

G. ANY ADDITIONAL REQUIREMENTS

Contractor will comply with all applicable requirements that may be communicated by the Court. All documents and records of Contractor pertaining to the Project shall be available for review and inspection by the Court relevant government agencies.

H. NOTICES

Any Contractor notice under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified, or registered and addressed to the Walton County Juvenile Court or to Alcovy Leadership and Character Development Program, LLC. Located at 741 Ridgeland Road, Bethlehem, Georgia. Contractor shall be obligated to notify the Court in writing of any change in address. Notice of change of address shall be effective only when done in accordance with this paragraph.

I. EFFECTIVE DATE AND TERMINATION

This contract will be effective as of the date of signing by both parties and shall terminate on the 30th day of June, 2022. Either party hereto may terminate this contract at any time prior to the previously mentioned expiration date for cause. Such termination may be had upon thirty (30) days written notice to the other party. Payment may be obtained as provided herein for services actually rendered and received up to the date of termination

J. STATE AND FEDERAL REGUALTIONS

This contract is subject to all regulations and rules, placed on contracts of this type by the Federal or State Governments. The laws of Georgia under, including matters of construction, validity, and performance, shall govern this contract and all rights and obligations there.

The Federal, State or County Government, or any of their duly authorized representatives shall have access, for the purpose of audit and examination to any books, documents, papers, and records of the Contractor that are incidental to any Grant and the work performed hereunder.

K INTEGRATION AND MODIFICATION

This contract represents the sole and entered agreement between the Contractor and the Court and all offers, negotiations, or agreements between the parties are merged herein.

No modification of the contract shall be enforceable unless such modification is in writing, signed by the parties hereto, and otherwise not in violation of the provisions of any Grant or Law.

Alcovy Leadership and Character Development Program, LLC

Walton County Water

Charge Off Balances for 2020 and 2021 (No Charge Offs in 2020 due to COVID)

Balance to Charge Off:

\$22,775.67

Number of Accounts:

153

Average Charge Off per Acct:

\$148.86

Total Deposits Applied Prior to Charge Off:

\$7,045.00

Average Deposit Applied on CO Acct:

\$46.04

Current Deposit Policy – \$0,\$100, \$250 depending upon credit. Old policy prior to 2011 was a range from 0 to 60 depending upon whether owner occupied or rental.

of Accounts with Max \$250 Deposit Applied during this CO cycle: 11

A large number of the accounts being charged off during this cycle were older accounts with no deposit or minimal deposits.

AIA Document B105 - 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 9th day of May in the year 2021 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Walton County Board of Commissioners 111 South Broad Street - Historic Courthouse Monroe, Georgia 30655 Telephone Number: 770-267-1301 Fax Number: 770-267-1400

and the Architect:

(Name, legal status, address and other information)

Carter Watkins Architects Associates Inc 137 East Washington Street Post Office Box 1004 Monroe, GA 30655 770-267-7799.

for the following Project: (Name, location and detailed description)

Walton County Annex 1 – interior and exterior renovations for Public Defender.

Monroe, Georgia

Architectural, Mechanical, Electrical, Plumbing, Structure Engineering for the renovations.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

All Mechanical, Electrical, Plumbing Engineering and all Architectural Services required for a complete project.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105TM—2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. To the extent allow by law, the Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the

information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, if the Architect becomes aware of hazardous or toxic materials at the project site, he shall immediately notify the Owner of said information.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Lump Sum fee of \$28,312.50

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

(Paragraph deleted)

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of six percent per annum percent (6) %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

The Honorable David G. Thompson, Chairman WALTON COUNTY BOARD OF COMMISSIONERS

(Printed name and title)

Mr. Ben M. Carter, President

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.

(Printed name, title, and license number, if required)

CONTRACTOR* AFFIDAVIT UNDER O.C.G.A. 13-10-91 (B)(1)

Project Number and Name:

Walton Co. Courthouse Annex I

Contractor:

Carter Watkins Associates Architects, Inc.

By executing this affidavit, the undersigned contractor verifies its compliance with C.C. G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The State of Georgia Financing and Investment Commission has registered with, is authorized to use and used the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C. G. A. 13-10-91. furthermore, the undersigned contractor will continue to sue the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 9b). Contractor hereby attests that its federal work authorization user identification number and date of authorization area as follows:

204382

Federal Work Authorization user Identification Number

September 22, 2010

Date of Authorization

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

Executed on 6th Day, February 2018 in Monroe, Georgia.

Signature of Authorized Officer or Agent of Contractor

Benjamin M. Carter, CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

Notary Public

My Commissioner Expires:

ON COUNTY

*For the purposed of this affidavit only, anyone under contract with the Owner (i.e. architects, engineers, consultants, etc.) is deemed a "Contractor"

Item 7.8.



Mauldin & Jenkins 200 Galleria Parkway SE Suite 1700 Atlanta, GA 30339

June 22, 2021

Mr. Milton Cronheim Finance Director Walton County 303 S Hammond Drive, Suite 333 Monroe, GA 30655

Dear Mr. Cronheim:

Thank you for the opportunity to serve Walton County ("County"). The purpose of this addendum is to document your agreement for Mauldin & Jenkins ("M&J") to consult with, and assist you in conducting an Operational Assessment ("Assessment") of the following five departments:

- Fire
- E-911
- EMA

Sincerely,

Walton County

- Animal Control
- Elections

The scope, objectives, and approach are detailed in the original agreement with the County dated January 25, 2021. All terms and conditions contained in the January 25, 2021 agreement apply to this scope of work.

The fees for conducting an operational and performance assessment of the five identified departments above will not exceed \$115,000.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

David Roberts, Mauldin & Jenkins Government Advisory Lead Partner

Acknowledged and accepted:

Ву:	
Name:	
Title:	

STATE OF GEORGIA COUNTY OF WALTON

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS	TEMPORARY	CONSTRUCTION	EASEMENT	AGREEMENT
("Agreement") i	s made this da	y of	, 2021, by TOWN	OF BETWEEN,
GEORGIA, a p	political subdivision	of the State of Georgia	a, <u>Grantor</u> "), in fav	vor of WALTON
COUNTY, GE	ORGIA, a political s	subdivision of the State	of Georgia ("Grant	<u>ee</u> ").

BACKGROUND:

WHEREAS, Grantor is the fee simple owner of Tracts 1 and 2 as shown on the survey plat attached hereto as Exhibit A, lying in Walton County, Georgia, and Grantee is the fee simple owner of the adjacent land, Tax Parcel C0610123A00, lying in Walton County, Georgia. Grantee desires to obtain and Grantor desires to convey, in exchange for the mutual promises contained herein, an easement on the land lying along the common boundary between the aforementioned Tract 2 and Tax Parcel C0610123A00. The easement area is labeled as Construction Exit and Truck and Equipment Route on the Erosion Control Plan for Walton County Splash Park Pickleball Courts plat attached hereto as Exhibit B (the "Easement Land").

WHEREAS, Grantor has agreed to grant to Grantee the easement described herein pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00), the covenants and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

- 1. <u>Grant of Temporary Construction Easement over Easement Land</u>. Grantor hereby grants and conveys unto Grantee, its successors and assigns, contractors, subcontractors, employees and agents, a temporary, exclusive easement over, under, through and across the Easement Land for the purpose of construction work and related activities on Tax Parcel C0610123A00, as generally depicted on the foregoing Exhibits A and B, and such other incidental and necessary purposes related thereto (the "<u>Temporary Construction Easement</u>"). Further, Grantor covenants and warrants to not convey, grant or permit any uses or rights which would interfere with, obstruct, or interrupt the rights granted to Grantee herein.
- 2. <u>Term of the Temporary Construction Easement</u>. The Temporary Construction Easement granted herein shall terminate without further action by Grantor or Grantee on that date which is the earlier of: (i) completion of such construction work, or (ii) two (2) years following the date hereof.
- 3. <u>Grantee's Duties</u>. In consideration for Grantor's promises herein, Grantee hereby agrees to clear certain tress and brush on Tracts 1 and 2 in order to allow Grantor to perform a geotechnical study.

- 4. <u>Governing Law and Jurisdiction</u>. This Agreement is made and entered into as a contract respecting land and is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Georgia.
- 5. <u>Running With Land</u>. The Temporary Construction Easement shall run with the land and shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not, until the Temporary Construction Easement is terminated as provided herein.
- 6. <u>No Waiver</u>. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 7. <u>Counterparts</u>. This Agreement may be signed in multiple counterparts, but each such counterpart shall constitute but one original.
- 8. <u>Severability</u>. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforced to the full extent permitted by law.

[signatures on next page]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal on the day and year first above written.

Signed, sealed and delivered in the presence of:	GRANTOR:
	TOWN OF BETWEEN, GEORGIA
Unofficial Witness	By: Robert J. Post Mayor
Notary Public	inay or
My Commission Expires:	
[NOTARIAL SEAL]	Attest: City Clerk
	[CITY SEAL]
	GRANTEE:
	WALTON COUNTY, GEORGIA
	By: David Thompson Chairman
	Attest:Rhonda Hawk County Clerk

[End of Signatures]

[COUNTY SEAL]

Summary of Actions Taken at the May 11, 2021 Meeting of the Walton County Water and Sewerage Authority

- Agenda of May 11, 2021 Meeting Approved.
- November 18, 2020 Meeting Minutes Approved.
- Elected Brad Johnson as Chairman, Ryan Smith as Vice Chairman and Wendell Geiger as Secretary.
- Authorized PPI to solicit pricing for replacement of buoy line cables, clamps and anchor connections.
- Approved Dam Site Mowing Quote of J&M Septic Systems LLC in the amount of \$10,004.50.
- Approved proposal from Nelson Environmental for the preparation of a Photographic Archival Record (PAR) document for the High Shoals Hydroelectric Plant in an amount not to exceed \$17,983.88.
- Re-appointed Executive Committee of Mark Saxon, David Thompson and Brad Johnson for the Hard Labor Creek Reservoir Management Board to review and authorize general business matters.



Walton County FILM AND TELEVISION PRODUCTION PERMIT APPLICATION

Thank you for your interest in filming in Walton County, Georgia. We respect the contributions that filming has provided to our County.

Please complete the following application to receive a film and television permit. A permit is required for any filming activity taking place within Walton County, Georgia whether on public or private property.

Please fill in all of the blanks, using "none" or "not applicable" where necessary. Return a completed copy of this application, along with a detailed map of proposed street closures and all other required documentation to Patrice Broughton, 303 S. Hammond Drive, Monroe, GA 30655 or by email at patrice.broughton@co.walton.ga.us at least 10 business days before the filming activity takes place. Early application submission is recommended, as all permits are issued on a first-come, first-served basis.

Contact Information

Production Company Pro		Project Title		Type of Production (e.g. Feature Film.TV Series, Commercial, etc.)	
Permanent Company Address			Bu	siness Telephone	
Email		Name and Title of Locat Contact	tion	Cell Phone Number	
Local Company Address			Alt	ernate Phone Number	
Draiget Information					

Project Information

Walton County Filming Locations (Name and Full Address)								
Film Date(s)		Time(s)		Inclement Weather Alternative Date				
Number in Crew	Number in	n Cast	Number of Extras					

Vehicles and Parking

Describe proposed parking staging area including base camp, crew parking and equipment placement. Include all public parking areas to be occupied by production vehicles.

Insurance

General Liability Insurance Carrier Name	Telephone Number
Automotive Liability Insurance Carrier Name	Telephone Number
Worker's Comp and Employer's Liability Insurance Carrier Name	Telephone Number

All productions are required to provide a certificate of liability insurance three days prior to filming. All applications must include certificates of insurance for at least the following amounts: general liability -\$1,000,000 per occurrence, \$2,000,000 aggregate limit; automotive liability - \$1,000,000, and worker 's comp and employer's liability - \$500,000 per incident.

Amplified Sound

Do you plan to use amplified sound? Yes No	Type of Sound Equipment to be Used			
Types of Sounds to be Amplified				
Start Time of Sound	End Time of Sound			

Noise Ordinance Requirements

Maximum Permissible Sound Levels By Receiving Land Use Category

	Maximum Permitted Sound Levels, dB (A)							
Zoning	Adj. to Res. 7 AM to 7PM	Adj. to Res. 7Pm to 7AM	Adj. to B1/B2	Adj. to M1/M2				
A1, A2	50	45	55	60				
M1, M2	50	45	60	65				
B1, B2	50	45	55	55				

Special Effects (The following activities may require a special permit)

Check all that applyAerialConstructionOpen CampfireTent	AnimalsExplosionsPropanePyrotechnics	CandlesGunfireFire EffectsStuntSparksOther (Explain) Cooking on Site	
Location(s) of Special Effe	cts	Pyro technician Name & License Number & Contact Information	
Lighting Yes No	If yes, describe		
Water Activity			
Describe proposed water	er use and water activiti	ies.	

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Check All That Apply Lane Closure Full Street Closure Sidewalk Closure				
Location(s) of Closure				
Date(s) of Closure	Start Time(s) o	f Closure	End	Time(s) of Closure
For full street closures, all affected A Walton County Sheriff's Deputy activities. Emergency vehicle according rights-of-way mustbe left in Security Plan	must be on site, at the produce ess must be maintained at all t	tion compar	ny's expense,	during all road closure
Description of shoot (be as	detailed as possible)			
Location(s) / Route (if there	e are any moving compo	nents)		
Security Plan Summary (Attach Plan of Action or briefly describe security plan to include, but not limited to crown control, internal security and venue safety)				
Number of Officers Hired (F	OST-Certified off-duty la	w enforce	ement perso	onnel only)
Agencies Represented by 0	Off-Duty Officers			
Lead Officer's Name			Telephone	Number
Traffic		Crowd C	Control	
Fixed Mo	Fixed			
Number of Barricades Required (provided by Applicant)				
Additional Private Security?	Company Contact Name			Telephone Number

Based upon the circumstances of the shoot, the applicant may be required to hire off-duty POST-certified Sheriff's Deputies officers as determined and directed by the Walton County Sheriff's Department based upon public safety and security considerations. These officers must have the jurisdictional authority to enforce County ordinances and State law.

Park and Recreation Resources

Filming on Park Department property?	Specific Location(s)	
Yes No No		
Date(s) of Filming	Start Time	End Time

Film and Television Production Permit Guidelines

The following items must be submitted with your application for a Walton County Production Permit:

- Certificate of insurance coverage for general liability, automotive liability and worker's comp and employer's liability.
- A check made payable to the Walton County in the amount of \$200.00 for the general Film and Television Production Permit.
- 3. A check made payable to the Walton County for any additional fees, if applicable.
- 4. Proof of portable toilets being provided (if applicable).
- 5. Site plan of events to determine compliance with all zoning ordinance requirements.
- 6. Flame Resistance certification for all tents.

Return the completed application and additional required information in person to the Public Information Office of the Walton County Government Building, located at 303 S. Hammond Drive, Monroe, Georgia 30655; or by mail, attention Patrice Broughton to 303 S. Hammond Drive, Monroe, Georgia 30655, or by email at patrice.broughton@co.walton.ga.us. This application must be received by the County no later than 10 days before filming.

Terms and Conditions

The applicant must agree to all of the terms and conditions set forth in the permit, including without limitation compliance with the following rules:

- The undersigned hereby acknowledges responsibility for adherence to all terms and conditions hereof as well as all Federal and State laws and Walton County ordinances.
- 2. The undersigned assumes liability for any and all damages occurring as the result or in connection with the undersigned's use of any Walton County property.
- The undersigned acknowledges that the Walton County assumes no liability for any damages, injuries, or expenses incurred as a result of or in connection with the above-described event.
- 4. The undersigned certifies that the information contained herein and in the application form is true and correct.
- 5. All applicants must submit a security plan that is approved by the Walton County Sheriff's Department. Based upon the circumstances of the shoot, the applicant may be required to hire off-duty POST-certified Sheriff's Deputies as determined and directed by the Walton County Sheriff's Department based solely upon public safety considerations. These officers must have the jurisdictional authority to enforce County ordinances and State law.
- 6. Any and all change requests must be received at least one business day prior to the shoot.
- 7. The applicant must obtain insurance coverage for the shoot.
- 8. If permission is granted by the County, a written permit will be issued including time, date and location of filming and acceptable activities within the scope of the permit.

Company Name:
THE RESERVE OF THE PROPERTY OF
By:
(Name and Title) (Authorized Company Signature)



Fees for Film, Television, and Video

Applicants seeking a permit to film in Walton County shall pay the required fees as shown in the fee schedule adopted by Walton County and its elected officials. Where set fees have been established, production companies will pay the same fee as the general public for the service or facility. Services for which a fee has not been established will be charged on the same basis of time, equipment, and material. All fees are subject to change.

- I. Walton County requires a \$200 processing charge for a film permit application to reimburse the County for the staff time required to review the application and provide conditions of approval. Please note, this fee is non-refundable if the application is cancelled or denied.
- II. There are fees associated with the usage of certain County services or facilities. In certain circumstances, the service fees may be waived at the discretion of the Board of Commissioners for the following, should Walton County see substantial benefits:
 - Productions conducted by a cable television company operating under a franchise granted by the County which are not conducted on public property, do not interfere with public rights-of-way, and which involve fewer than two (2) motor vehicles.
 - Productions for wholly charitable or educational (including student filming) purposes and from which no profit is derived, either directly or indirectly.
 - Productions by city-sanctioned organizations.

<u>FEE</u>		COST
Applica	ation Processing Fee	\$200 (non-refundable)
Single	Street Road Closure - No Deputies	\$100
Single	Street Road Closure – With Deputies	\$200
Electric	cal Service Fee	\$150
Numbe	er of Additional Sheriff's Deputies	Negotiated with deputies individually
Additio	nal Fire Fighters	\$40 per fire fighter
Criswe	ll Park	
	Pavilion	\$300, \$150 Deposit
	Field	\$500, \$300 Deposit
	Restrooms	\$150, \$100 Deposit

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE ANNEX I RENOVATIONS AND TO AMEND THE FISCAL YEAR 2022 BUDGET

WHEREAS, on November 6, 2018, the Walton County, Georgia SPLOST 2019 ("SPLOST IV") was approved by voter referendum; and

WHEREAS, 911 radio communication project, transportation projects, parks and recreation projects, construction of new fire station and fire station improvements, building projects, water and sewer system improvements, and vehicle and major equipment acquisition are designated SPLOST IV projects; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2022 on June 1, 2021; and

WHEREAS, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2022.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budget for the Annex I Renovations which is attached hereto as a schedule and incorporated herein by reference, are adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2022 be amended to incorporate fiscal year 2022 for the Annex I Renovations project.

SO RESOLVED THIS 6th DAY OF JULY, 2021:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By:	David G. Thompson, Chairman
	•
Atte	Rhonda R. Hawk, County Clerk
	[COUNTY SEAL]

ANNEX I RENOVATIONS PROJECT BUDGET

DATE: June 23, 2021

PROJECT: Annex I Renovations

TOTAL PROJECT BUDGET

FUNDING: 1565.19

Renovation Cost

Description	Unit Meas.	Unit Price	Unit (Cost	Totals
Renovations	5,900	Sq. Ft.	\$11	0.00	\$649,000
Total Renovations Costs:					\$ 649,000
Site Development/Improv	rements				
Costs	• • • • • • • • • • • • • • • • • • • •				
Costs	10.	%			\$64,900
Total Site Dev. Costs:	(TS	D)			\$64,900
Subtotal					\$713,900
Project Contingency					
	10%	ó			\$71,390
Total Project Contingency	Costs:				\$785,290
Description	Unit	Meas. Ur	nit Price	Unit Cost	Totals
Professional/Technical Co	ost				
Professional Design Fee Survey & Soil Soil Borings	Fixe	d Price	(TNC	C+TSD)	\$28,312.50
Environmental & Hazard Testing Contingency	d Screen				\$3,000
	Costs:				\$31,312.50

\$816,602.50

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2022 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 1, 2021, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2022 budget to make changes to the Fiscal Year 2022 budget as presented in the attached summary schedule.

Adopted this 6th day of July, 2021		
Chairman, David G. Thompson		
Attest:		
County Clerk Rhonda R Hawk		

AMENDMENT SUMMARY July 2021 Agenda

- 1. Multiple Budget Units in the General Fund: FY 2022 Budget amendment for the General Fund to increase expenditures in multiple budget units in the amount of \$977,864.00 related to the 3 step/3.75% wage increase approved at the June 2021 BOC meeting. This is a decrease in fund balance in the General Fund.
- 2. Multiple Budget Units outside of the General Fund: FY 2022 Budget amendment outside of the General Fund to increase expenditures in multiple budget units in the amount of \$470,619.00 related to the 3 step/3.75% wage increase approved at the June BOC meeting. This is a decrease in fund balance outside of the General Fund.

RESOLUTION

202	1	-	

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA FOR THE USE OF AMERICAN RESCUE PLAN ACT OF 2021 FUNDS

WHEREAS, the American Rescue Plan Act of 2021 (the "Act") provides emergency funding for local governments to help offset losses in revenue sustained due to the COVID-19 Pandemic;

WHEREAS, the Act allows local governments to expend the funds on, among other things, water infrastructure projects;

WHEREAS, on June 1, 2021, Walton County accepted \$9,186,790.50 pursuant to the Act;

WHEREAS, the Walton County Water System Capital Improvements Plan, attached hereto as Exhibit A, contains numerous water infrastructure projects which qualify as proper expenditures under the Act, including the Center Hill Church Road Water Transmission Main, the North Loop Water Transmission Main – Phase 1, the Campton 500,000 Gallon Elevated Storage Tank, and the GIS Water Mapping System;

WHEREAS, Walton County desires to expend the funds received under the Act on the above-stated projects;

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

Walton County shall allocate the \$9,186,790.50 received pursuant to the Act toward the Center Hill Church Road Water Transmission Main, the North Loop Water Transmission Main – Phase 1, the Campton 500,000 Gallon Elevated Storage Tank, and the GIS Water Mapping System projects outlined on Exhibit A.

SO RESOLVED this 6th day of July, 2021.

	WALTON COUNTY, GEORGIA
[COUNTY SEAL]	By:Chairman, David G. Thompson
	Attest:

BOARD OF COMMISSIONERS OF

EXHIBIT A

Walton County Water System Capital Improvements Plan



June 2021

Priority	Project Name	Description/Need	Projected Cost
1	Center Hill Church Road Water Transmission Main	23,000 LF of new 16-inch water transmission main along Center Hill Church Road to address current low pressure issues and enhance fire flow in the West Walton service area.	\$4,300,000
	North Loop Water Transmission Main - Phase I Hickory Grove Church Road - 10,800 LF of 12" DIP - \$1,760,000 Bold Springs Road - 8,940 LF of 12" DIP - \$1,440,000	North Loop Water Transmission Main from Double Springs Church Road to Highway 11 to address low system pressures in the Campton, Gratis and Mount Vernon areas.	\$3,200,000
3	Campton 500,000 Gallon Elevated Storage Tank	New 500,000 gallon elevated storage tank in the Campton Community to boost sytem pressures and fire flow along the northern loop.	\$2,100,000
(4)	GIS Water System Mapping	GIS mapping of the water distribution system and asset integration	\$450,000
5	SR 81 Water Transmission System Improvements Loganville to Bold Springs - 19,700 LF of 16" DIP	19,700 LF of new 16-inch water transmission main along SR 81, from Loganville to Bold Springs to provide additional water supply to the Forest Rodge and Bold Springs tanks, as well as the North Loop.	\$3,700,000
6	North Loop Water Transmission Main - Phase II John Stowe Road - 10,200 LF of 12" DIP - \$1,650,000 Gratis Road - 5,800 LF of 12" DIP - \$940,000 Dry Pond Road - 4,700 LF of 12" DIP - \$760,000	North Loop Water Transmission Main from Highway 11 to Mount Vernon Road to address low system pressures in the Campton, Gratis and Mount Vernon areas.	\$3,350,000
7	West Walton Water Transmission System Improvements Bay Creek Church Road - 13,800 LF of 16" DIP Broadnax Mill Road - 13,400 LF of 16" DIP	West Walton water transmission main from Youth-Monroe Road to SR 81 to improve flow and pressure to northwest and northeast Walton County.	\$5,100,000
8	North Loop Water Transmission Main - Phase III Mount Vernon Road - 3,250 LF of 12" DIP - \$605,000 Hearn Road - 3,520 LF of 12" DIP - \$645,000 Michael Road - 11,800 LF of 16" DIP - \$2,150,000	North Loop Water Transmission Main from Mount Vernon Road to US Highway 78 to address low system pressures in the Campton, Gratis and Mount Vernon areas.	\$3,400,000
9	Miscellaneous Water System Extensions (SPLOST)	Extension of water service to previously unserved areas of the County's water service territory.	\$3,200,000
10	Miscellaneous Water Main Relocation Projects	Relocation of water mains due to State or County funded road improvement projects.	\$1,800,000
		Total Programmed Water System Capital Improvements:	\$30,600,000

Amendment Approved by BOC: 07-06-2021

WALTON COUNTY HOLIDAYS

Amendment to Section 300 – Hours of Work

5. <u>Holidays</u> – The following holidays shall be observed by county employees except for those employees required to be on regular duty on a holiday:

New Year's Day

Martin Luther King, Jr. Day

Good Friday

Memorial Day

Independence Day

Labor Day

Half day Wednesday before Thanksgiving

Thanksgiving Day and the following Friday

Half day preceding Christmas Eve, Christmas Eve and Christmas Day

- a. Employees shall be paid for holidays except for those employees of the Fire Department or Sheriff's Office required to be on regular duty. Employees may be required to work during the above holidays. If a holiday falls on Saturday, it will generally be observed on the preceding Friday. If the holiday falls on Sunday, it will generally be observed on the following Monday. Employees who have accrued holidays may continue to take them; however, accrued holidays taken will not be counted as hours worked for the purposes of overtime calculations and shall be taken before accrued annual leave.
- b. Members of the Sheriff's Office and Fire Department shall receive no additional compensation for holiday work but shall be credited with additional annual leave in accordance with the following schedule. The additional annual leave shall be considered to be equal to the number of paid holidays received by other county employees:

FIRE 132.0 hours (12 hour shift personnel)
SHERIFF 92.4 hours (8.4 hour shift personnel)
132.0 hours (12 hours shift personnel)

This additional vacation will accrue at a bi-weekly rate equal to the total additional annual leave hours divided by 26 (rounded to two decimal places). This policy does not apply to overtime exempt personnel or office staff of these departments, who will be paid 8 hours regular pay for each holiday.

c. If a holiday falls on the normal day off of an employee or if an employee is scheduled to work the holiday, other than Fire and Sheriff Office personnel on regular shift, the employee shall be paid an additional eight hourspay as compensation for the holiday.

- d. Holidays shall be counted as time worked for the purpose of calculating overtime during the week the holiday actually occurs for all employees except Fire and Sheriff's Office personnel on regular duty.
- e. Department Heads will seek volunteers to work holiday shifts. If volunteers are not available, holiday shifts will be assigned to employees on a rotating basis. Employees' needs and special requests will be considered.
- f. Accrued holidays not taken by December 3, 2004 will expire.
- g. In order to receive pay for an official holiday, an employee must earn a full day's pay on his regularly scheduled work days both preceding and immediately after the holiday.

STATE OF GEORGIA

COUNTY OF WALTON

<u>A RESOLUTION TO AMEND SECTION 300, PARAGRAPH 5 OF THE WALTON</u> <u>COUNTY CIVIL SERVICE PERSONNEL RULES AND REGULATIONS</u>

WHEREAS, the Board of Commissioners of Walton County, Georgia desires to amend the Walton County Civil Service Personnel Rules and Regulations regarding holiday pay for Emergency Medical Services employees;

WHEREAS, Section 100, Paragraph 5 of the Walton County Civil Service Personnel Rules and Regulations authorizes the Walton County Board of Commissioners to amend or change said rules and regulations by resolution, "so long as such amendments or changes do not adversely affect a property interest of the covered employees or modify the relationship between the governing authority and the other appointing authorities"; and

WHEREAS, the amendment to the Walton County Civil Service Personnel Rules and Regulations hereby adopted does not adversely affect a property interest of the covered employees or modify the relationship between the governing authority and the other appointing authorities,

NOW THEREFORE, it is hereby **RESOLVED** that:

Section 300, Paragraph 5 of the Walton County Civil Service Personnel Rules and Regulations is hereby amended to read:

5. <u>Holidays</u> – The following holidays shall be observed by county employees except for those employees required to be on regular duty on a holiday:

New Year's Day

Martin Luther King, Jr. Day

Good Friday

Memorial Day

Independence Day

Labor Day

Half day Wednesday before Thanksgiving

Thanksgiving Day and the following Friday

Half day preceding Christmas Eve, Christmas Eve and Christmas Day

- a. Employees shall be paid for holidays except for those employees of the Fire Department or Sheriff's Office required to be on regular duty. Employees may be required to work during the above holidays. If a holiday falls on Saturday, it will generally be observed on the preceding Friday. If the holiday falls on Sunday, it will generally be observed on the following Monday. Employees who have accrued holidays may continue to take them; however, accrued holidays taken will not be counted as hours worked for the purposes of overtime calculations and shall be taken before accrued annual leave.
- b. Members of the Sheriff's Office and Fire Department shall receive no

additional compensation for holiday work but shall be credited with additional annual leave in accordance with the following schedule. The additional annual leave shall be considered to be equal to the number of paid holidays received by other county employees:

FIRE 132.0 hours (12 hour shift personnel)
SHERIFF 92.4 hours (8.4 hour shift personnel)
132.0 hours (12 hours shift personnel)

This additional vacation will accrue at a bi-weekly rate equal to the total additional annual leave hours divided by 26 (rounded to two decimal places). This policy does not apply to overtime exempt personnel or office staff of these departments, who will be paid 8 hours regular pay for each holiday.

- c. If a holiday falls on the normal day off of an employee or if an employee is scheduled to work the holiday, other than Fire and Sheriff Office personnel on regular shift, the employee shall be paid an additional eight hourspay as compensation for the holiday.
- d. Holidays shall be counted as time worked for the purpose of calculating overtime during the week the holiday actually occurs for all employees except Fire and Sheriff's Office personnel on regular duty.
- e. Department Heads will seek volunteers to work holiday shifts. If volunteers are not available, holiday shifts will be assigned to employees on a rotating basis. Employees' needs and special requests will be considered.
- f. Accrued holidays not taken by December 3, 2004 will expire.
- g. In order to receive pay for an official holiday, an employee must earn a full day's pay on his regularly scheduled work days both preceding and immediately after the holiday.

SO RESOLVED AND A	DOPTED thisday of July, 2021.
[SEAL]	
	DAVID THOMPSON, Chairman
	WALTON COUNTY BOARD OF COMMISSIONERS
ATTEST:	
RHONDA HAWK	

Walton County Clerk

REAL ESTATE PURCHASE AND DONATION AGREEMENT

BASIC PROVISIONS

This **Real Estate Purchase and Donation Agreement** is between <u>Walton County</u>, as **Purchaser**, and the **Seller** identified below. **Seller** shall sell and donate the **Property** to **Purchaser** and **Purchaser** shall purchase and accept the **Property** from **Seller** subject to all the provisions of this Agreement.

- 1. Date of this Agreement for reference purposes: **July 6, 2021**
- 2. Seller: East Church Street Investment Property, LLC
- 3. A seller's federal tax identification number:
- 4. **Seller** address for notice: PO Box 2655

Loganville, GA 30052

5. **Seller** telephone: 678.373.0536 Fax: 770.554.4075

Email: nbutler@relianthomes.com

6. **Purchaser** address for notice: Walton County, Georgia

Attention: Chairman David G. Thompson Walton County Board of Commissioners

111 S. Broad Street Monroe, GA 30655

7. **Purchaser** telephone: 770.267.1301 Fax: 770.267.1400

Email: davidg.thompson@co.walton.ga.us

8. **Property Address:** 1125 East Church Street

County: Walton

City: Monroe State: GA Zip: 30655

9. Total number of acres: 21.326 +/- acres

10. Purchase Price/Donation: \$500,000.00 with remaining value being donated

11. Earnest Money: **\$0.00**

12. Significant dates:

1. **Effective Date:** July 6, 2021 (The date the Agreement was finally executed

by both Seller and Purchaser.)

2. **Inspection Period:** Expires **November 3, 2021**

(120 days after the Effective Date.)

3. Closing Date: On or before 12/31/2021

REAL ESTATE PURCHASE AND DONATION AGREEMENT

THIS AGREEMENT, (hereinafter referred to as the "<u>Agreement</u>") made and entered into as of <u>July 6, 2021</u> (hereinafter referred to as the "<u>Effective Date</u>") by and between <u>Walton County</u>, a political subdivision of the State of Georgia (hereinafter referred to as "<u>Purchaser</u>") and <u>East Church Street Investment Property</u>, <u>LLC</u> a Georgia limited liability company (hereinafter referred to as "Seller" and, together with Purchaser, the "Parties").

WITNESSETH:

For and in consideration of the mutual covenants, promises, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. <u>Sale of Property</u>. Upon the terms and conditions provided herein, Seller will sell and donate and Purchaser will purchase and accept from Seller the fee simple interest in that certain real property, together with all improvements located thereon, lying and being in <u>Walton</u> County, being approximately <u>21.326+/-</u> acres, with a street address of: <u>1125 East Church Street Monroe, GA 30655</u> and more particularly described in Exhibit "A" (Legal Description), attached hereto and by this reference incorporated herein (hereinafter referred to as "<u>Property</u>").

2. **Purchase Price with Donation**.

- 2.1 The purchase price to Seller shall be \$500,000.00 with all remaining value being donated to the Purchaser in kind.
- 3. Purchaser's agents, employees, and independent contractors shall have a period of 120 days after the Effective Date in which to conduct, at Purchaser's sole expense, such physical, engineering, environmental, and feasibility studies, surveys, tests, examinations, and inspections, as Purchaser deems appropriate in an effort to determine whether or not to proceed with the closing of this transaction (hereinafter referred to as the "Inspection Period"). During the Inspection Period and thereafter until Closing or other termination of this Agreement, Purchaser, Purchaser's agents, employees, and independent contractors shall have the right to come onto the Property for the purpose of conducting the foregoing inspections, studies, examinations, surveys, and tests. Any inspection, study, examination, survey, or test shall not interfere with Seller's use of the Property and shall not violate any law or regulation of any governmental entity having jurisdiction over the Property. Upon the completion of any inspection, study, examination, survey, or test, Purchaser shall restore the Property to its former condition. To the extent allowed by law, Purchaser agrees to indemnify and hold Seller harmless from any and all loss and expense (including, without limitation, attorney's fees) resulting from claims and damages caused by, arising out of, or incurred in connection with the exercise by Purchaser of Purchaser's rights under this Paragraph. If, for any reason, in

Purchaser's sole discretion, Purchaser considers the Property to be unsuitable for Purchaser's intended use, Purchaser may terminate this Agreement by delivering written notice to Seller prior to the expiration of the Inspection Period, in which event this Agreement shall terminate, any Earnest Money attributable to this Agreement shall be refunded to Purchaser promptly upon request, and the parties shall be relieved of any further obligations hereunder.

- 4. **Survey**. If the Purchaser chooses, a Survey of the Property shall be prepared at **Purchaser's** expense by a reputable land surveyor selected by **Purchaser**. After the survey shall have been prepared, Exhibit "A" (Legal Description) hereto shall be replaced by a new Exhibit "A" containing a legal description based upon the survey and, thereafter, such new legal description shall be the legal description of the Property for all purposes relating to this Agreement. Notwithstanding the foregoing, Seller shall, at Purchaser's request, and in addition to any other deeds required hereunder, execute at closing a quitclaim deed based upon the current legal description for the Property as set forth on Exhibit A hereto.
- 5. <u>Seller's Representations and Warranties</u>. As of the date of this Agreement and as of the date of Closing, Seller represents and warrants to Purchaser as follows:
 - 5.1 Seller owns fee simple title to the Property, and Seller's execution, delivery, and/or performance of this Agreement is not prohibited by and will not constitute a default under any other agreement, covenant, document, or instrument.
 - 5.2 Seller is in open, notorious, and undisputed possession of the Property and knows of no claim of possession, right, title, or interest therein by any other party.
 - 5.3 No person, firm, or entity has any right, title, or interest in, or right to acquire or possess the Property or any part thereof, or any right, title, or interest therein, and there is no contract or agreement of any kind or nature affecting the Property or the operation thereof which will survive the Closing.
 - 5.4 From the date of this Agreement until closing, Seller shall not authorize any improvements to the Property, cause or allow any lien or encumbrance to be placed on the Property or accept or authorize a sale or lease of all or any portion of the Property without the express written consent of Purchaser, which consent may be withheld in the sole discretion of Purchaser.
 - 5.5 Seller has never utilized the Property, nor allowed use of the Property as a storage or dump site for chemical, biological, radioactive, industrial processing or other waste material and has no knowledge of the use of the Property as such dump or storage site.
- 6. **Earnest Money**. No earnest money shall be paid in connection with this Agreement or the transaction described herein.

- 7. <u>Contingencies</u>. This Agreement is made contingent on the occurrence of all of the following:
 - a) **Property Sold and Donated "As Is"** All parties agree that Property is being sold "as is", with all faults including but not limited to damage from termites and other wood destroying organisms and lead-based paint and lead-based paint hazards. Seller shall have no obligation to make any repairs or replacements to Property.
 - b) **Purchaser agrees to install and maintain a landscape buffer** along all public right of ways during construction of a new jail facility to provide instant screening of the facility after constructed.
- 8. <u>Closing and Options</u>. The Closing or settlement ("Closing") of this transaction shall occur on or before 12/31/2021.

This transaction shall be closed by the law firm of: Atkinson and Ferguson, LLC 118 Court Street
Monroe, GA 30655

- 8.1 At the Closing, the parties will execute and deliver all deeds and other documents necessary to consummate the transaction contemplated by this Agreement pursuant to the terms of this Agreement. The Closing shall occur in Georgia unless otherwise agreed between the parties.
- 8.2 No event of default due to non-payment of an extension payment shall be declared without five (5) days prior written notice from Seller that such payment has not been received.

9. **Costs and Prorations**.

- 9.1 At Closing, Purchaser shall pay all transfer taxes and all recording fees. Purchaser shall be responsible for all other closing costs incurred by Purchaser and Seller shall be responsible for all other closing costs incurred by Seller, including their respective attorney's fees.
- 9.2 Ad valorem property taxes assessed against the Property for the year in which the Closing occurs and all other unpaid assessments shall be prorated as of the day of Closing. If the current year's taxes and/or other applicable assessments have not been determined at the time of Closing, prorations shall be based upon the previous year's taxes and/or assessments and Purchaser and Seller shall adjust between themselves any differences in the proration after the actual amount for the year of Closing has been determined.
- 9.3 At Closing, Purchaser shall provide to Seller acknowledgment and documentation

of the gift(s) of Property for income tax purposes as may be necessary or required.

- 10. <u>Title</u>. At Closing, Seller shall convey good, marketable, and insurable fee simple title to the Property to Purchaser by limited warranty deed, which shall be made subject only to the matters set forth below and matters approved or waived by Purchaser as provided below. The Property shall not be subject to any (a) mortgage, deed to secure debt, deed of trust, or other title exception or defect that is monetary in nature, and Seller hereby agrees to pay and satisfy of record any such title defects or exceptions prior to or at Closing at Seller's expense; or (b) any leases, rental agreements, or other rights of occupancy of any kind, whether written or oral. As to any other title exceptions or defects not covered by this Paragraph, such as easements or defective prior deeds, and as to matters of survey, Purchaser shall have until ten (10) days prior to Closing by which to examine title to the Property and deliver notice to Seller in writing of any objections that Purchaser may have. If Purchaser does notify Seller, Seller shall then have the right, but not the obligation, for a period of ten (10) days after receipt of such notice, to cure or satisfy such objections. If the objection is not so satisfied by Seller, Purchaser shall have the right (i) to set aside funds or pay from the proceeds of sale due Seller the amount necessary to cure or satisfy any objection or (ii) to terminate this Agreement, in which case any Earnest Money attributable to this Agreement under Paragraph 6 (Earnest Money) and 8 (Closing and Options) shall be returned to Purchaser, this Agreement shall terminate, and the parties shall be relieved of any further obligations hereunder. If Seller does so cure or satisfy the objection, this Agreement shall continue in effect. Purchaser shall have the right at any time to waive any objections that it may have had.
- 11. Casualty and Condemnation. If, after the date of execution of the Agreement and prior to Closing, Seller shall receive notice of the commencement of eminent domain or other like proceedings against the Property or any portion thereof, Seller shall immediately notify Purchaser in writing and Purchaser shall elect within ten (10) days of receipt of such notice, by delivering written notice to Seller, either (a) to terminate this Agreement in which event all Earnest Money paid under Paragraphs 6 (Earnest Money) and 8 (Closing and Options) shall be refunded to Purchaser and the parties shall be relieved of any further obligations hereunder; or (b) to close the transaction contemplated hereby in accordance with its terms, but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to the Purchaser at Closing all condemnation proceeds and rights to additional condemnation proceeds, if any. If Purchaser elects to purchase after receipt of such notice, all actions taken by Seller with regard to such eminent domain proceedings, including, but not limited to, negotiations, litigations, settlement, appraisals and appeals, shall be subject to the approval of Purchaser, which approval shall not be unreasonably withheld. If Purchaser does not so notify Seller, Purchaser shall be deemed to have elected to close the transaction contemplated hereby.
- 12. **Brokers**. Seller is acting as principal in this transaction and is not represented by a real estate broker. Purchaser is acting as principal in this transaction and is not represented by a real estate broker.

- 13. Notice. Each notice required or permitted to be given hereunder must comply with the requirements of this Paragraph. Each such notice shall be in writing and shall be delivered either by personally delivering it or depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above. The time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered, or if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability of the United States Postal Service to deliver the notice because of a change of addresses or the party, of which no notice was given to the other party as provided below, shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth in the Basic Provisions pages of this Agreement. Such addresses may be changed by either party by giving notice of such change of address to the other party in writing in the manner prescribed by this Paragraph.
- 14. <u>Default and Remedies</u>. If this transaction does not close because of Purchaser's default, Seller shall retain any Earnest Money attributable to this Agreement under Paragraphs 6 (Earnest Money) and 8 (Closing and Options) as Seller's full and complete liquidated damages for such default. The parties hereby acknowledge and agree that the amount of Seller's actual damages in such circumstances would be difficult, if not impossible, to determine. If Seller defaults and the sale contemplated hereby does not close, Purchaser, at its election may: (a) avail itself of the equitable remedy of specific performance or (b) terminate this Agreement by written notice to Seller, whereupon any Earnest Money shall be refunded to Purchaser and the parties shall be relieved of any further obligations hereunder. In either event, Purchaser shall have the right to seek damages from the Seller by reason of default of Seller.
- 15. **Time of Essence**. Time is of the essence for this Agreement.
- 16. **Entire Agreement**. This Agreement embodies the entire agreement between the parties and cannot be waived or amended except by written instrument executed by Purchaser and Seller. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and all other matters contained herein and constitutes the sole and entire agreement between the Seller and Purchaser with respect hereto.
- 17. **Possession**. Seller shall deliver actual possession of the Property at Closing.
- 18. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Purchaser may assign this Agreement or any interest hereunder, in whole or in part, without the prior written consent of Seller.

- 19. <u>Surviving Provision</u>. Paragraphs 5 (Seller's Representations and Warranties), Section 7 (Contingencies), and 9 (Costs and Prorations) of this Agreement shall survive any Closing pursuant to this Agreement of, if applicable, any termination of this Agreement by either Party as a matter of right hereunder or a breach of this Agreement, notwithstanding any other provisions of this Agreement to the contrary. Except as set forth in this Paragraph or as otherwise expressly set forth herein, no provisions of this Agreement shall survive the Closing of this transaction or any termination of this Agreement.
- 20. <u>Applicable Law</u>. This Agreement shall be construed and interpreted under the laws of the State of Georgia.
- 21. **Exhibits**. The exhibits and Basic Provisions referred to in and attached to this Agreement are incorporated herein in full by reference.
- 22. <u>Captions</u>. Titles or captions of Paragraphs or subparagraphs contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
- 23. Construction of Agreement. Purchaser and Seller acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effects of all the provisions of this Agreement. Purchaser agrees to the enforcement of any and all of these provisions and executed this Agreement with full knowledge of these. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provisions shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document.
- 24. <u>Counterparts</u>. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed and provided to the other party at least one (1) counterpart even though no one (1) counterpart contains the signature of all the parties.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto as of this day and year indicated under their signature.

PURCHASER:
Walton County
By:
Name: David G. Thompson
Title: Chairman, Walton County Board of Commissioners
Attested By:
Name: Rhonda Hawk
Title: Walton County Clerk
Date Signed:
SELLER:
1125 East Church Street Property, LLC
By:
Name: Michael Pettit
Title: CFO
Data Signad:

Exhibit "A"

TRACT ONE

All that tract or parcel of land lying and being in Land Lots 71 and 72 of the 3rd District, Walton County, Georgia, containing 21.912 acres, more or less, as per plat recorded in Plat Book 94, Page 143, records of the Superior Court of Walton County, Georgia, which recorded plat is incorporated herein by reference and made a part of this description.

LESS AND EXCEPT all of the property described as 0.594 acres, more or less, on that Joint Tenancy With Survivorship Warranty Deed from Courtview Commons at Hammonds, LLC to Jaiwattie Naidoo and Ganesh Naidoo, as joint tenants with right of survivorship and not as tenants in common, dated February 15, 2006, filed February 17, 2006 and recorded in Deed Book 2405, Page 317, aforesaid records.

FURTHER LESS AND EXCEPT all of the property described as 1.18 acres, more or less, and being shown as Lots 11 and 12 on that Warranty Deed from Courtview Commons at Hammond, LLC to Hammond Street Exchange, LLC, dated May 15, 2007, filed May 21, 2007 and recorded in Deed Book 2726, Page 203, aforesaid records.

TRACT TWO

All that tract or parcel of land lying and being in Land Lot 71 of the 3rd District, City of Monroe, Walton County, Georgia, being 1.18 acres more or less and being shown as Lots 11 and 12 on that Survey for Hammond Street Exchange by Brewer and Dudley, LLC, GRLS #28961, dated 03/06/2007 and being more particularly described as follows:

Beginning at the intersection of the centerline of Cherokee Avenue (40 foot right of way) and the centerline of Hammond Drive (40 foot right of way); thence North 25 degrees 28 minutes 13 seconds East for a distance of 34.62 feet to a point on the easterly right of way of Hammond Drive (40 foot right of way); thence leaving said right of way, North 80 degrees 34 minutes 27 seconds East for a distance of 10.00 feet to a point and The Point of Beginning.

From The Point of Beginning as thus established: thence North 10 degrees 01 minutes 08 seconds West for a distance of 63.82 feet to a point; thence North 10 degrees 08 minutes 51 seconds West for a distance of 92.78 feet to a point; thence North 10 degrees 15 minutes 47 seconds West for a distance of 61.29 feet to a point; thence North 34 degrees 44 minutes 54 seconds East for a distance of 14.14 feet to a point; thence North 79 degrees 45 minutes 25 seconds East for a distance of 215.75 feet to a point; thence South 09 degrees 25 minutes 43 seconds East for a distance of 231.09 feet to a point; thence South 80 degrees 34 minutes 27 seconds West for a distance of 222.87 feet to a point and The Point of Beginning.

INTERGOVERNMENTAL AGREEMENT FOR SEWERAGE BILLING

WITNESSETH

WHEREAS, Walton County is a political subdivision of the State of Georgia;

WHEREAS, Walnut Grove is a municipal corporation of the State of Georgia located within Walton County;

WHEREAS, Walnut County provides water service within its geographic limits, including within Walnut Grove, and issues bills to the consumers of said water service;

WHEREAS, Walnut Grove provides sewerage service within its service area (hereinafter "Walnut Grove Sewerage Service Area");

WHEREAS, all sewerage customers within the Walnut Grove Sewerage Service Area receive water service from Walton County;

WHEREAS, Walnut Grove establishes sewerage rates for the Walnut Grove Sewerage Service Area;

WHEREAS, Walnut Grove desires for Walton County to include on water bills issued to addresses within the Walnut Grove Sewerage Service Area billing for sewerage service provided by Walnut Grove therein, and to receive payments for such service on behalf of Walnut Grove, and Walton County is willing to provide said service;

NOW WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Sewerage Service Rates and Service Agreements.

Walnut Grove shall establish the rates for sewerage services it provides within the Walnut Grove Sewerage Service area and shall enter into appropriate service agreements with all customers to which it provides sewerage service within the Walnut Grove Sewerage Service Area. Walnut Grove shall, within 30 days after the effective date of this IGA, provide to Walton County: (1) copies of all current service agreements for sewerage service Walnut Grove provides within the Walnut Grove Sewerage Service Area and (2) the rates that Walnut Grove charges for sewerage services to customers within the Walnut Grove Sewerage Service Area, and the basis for the calculation thereof. Walnut Grove will continue to process applications and enter service agreements with customers for sewer service within the Walnut Grove Sewerage Service Area. Walnut Grove will provide said service agreements to Walton County within ten days after the same are entered. Walnut Grove will notify Walton County in writing of any cancellation of a

service agreement within ten (10) days after such cancellation. All service agreements for sewerage service within the Walnut Grove Sewerage Service Area shall provide that failure to timely pay amounts billed for sewerage service at an address may result in the discontinuation of water service and sewerage service at that address, even if the water bill for such address is current.

2. Billing for Sewerage Service.

Walton County shall calculate on a monthly basis the amount due from each address within the Walnut Grove Sewerage Service Area for sewerage service provided by Walnut Grove. The water bills issued by Walton County to addresses within the Walnut Grove Sewerage Service Area shall include as a separate line item the charge for sewerage service provided to said addresses by Walnut Grove for said billing month.

3. Service Charge

To compensate Walton County for the billing service provided hereunder, Walton County shall be entitled to a monthly service charge of \$1.00 or 3 percent of the amount billed for sewerage service, whichever is greater, for each account for which it provides sewerage billing service hereunder.

4. Payments for Sewerage Service.

Walton County shall receive payments for sewerage service provided by Walnut Grove within the Walnut Grove Sewerage Service Area. Walton County shall each month remit to Walnut Grove the amounts paid to Walton County for Walnut Grove sewerage service. Walton County shall deduct from the amount to be remitted the total service charge to which it is entitled pursuant to Section 3, above.

5. <u>Insufficient Payments.</u>

When a customer in the Walnut Grove Sewerage Area remits to Walton County a payment which is less than the sum of the amount that said customer owes for water service and sewerage service, the amount remitted shall be applied first to the amount owed for water service and then to sewerage service. Walton County shall provide to Walnut Grove a monthly list of customers in the Walnut Grove Sewerage Service Area whose monthly payment, if any, was insufficient to pay for the full amount owed for sewerage service.

6. Termination of Sewerage Service.

When Walnut Grove terminates sewerage service to a customer, it shall notify both the terminated customer and Walton County of such termination. Walton County shall include on water bills issued to such customer during the three subsequent billing cycles a notification that Walnut Grove has terminated sewerage service to said customer and a statement of the final balance owed, if any, for sewerage service to such customer.

7. <u>Term.</u>

This IGA shall have a term of five years, beginning with the effective date hereof. This IGA may be cancelled by either party by giving the other party 120 days prior written notice.

8. Choice of Law.

This IGA shall be governed by Georgia law.

9. Notices.

Notices shall be sent by United States certified mail, return receipt requested, overnight delivery, or by electronic mail, and shall be effective when received. Notices shall be addressed as follows:

As to Walton County:

Chairman David G. Thompson Walton County Board of Commissioners 111 S. Broad Street Monroe, Georgia 30655 davidg.thompson@co.walton.ga.us

With a copy to:

Morris Jordan, Director Walton County Water Department P.O. Box 880 2171 Hwy 81 SW Loganville, Georgia 30052 morris.jordan@co.walton.ga.us

As to Walnut Grove:

Mayor Mark Moore
Walnut Grove City Hall
2582 Leone Avenue
Walnut Grove, Georgia 30052
Email:

10. Section Headings.

The section headings provided herein are for convenience only and shall confer no substantive rights on either party hereto.

11. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA as of the date first above written.

By:	DAVID G. THOMPSON Chairman Walton County Board of Commissioners
Attes	t:
11000	RHONDA HAWK
	Walton County Clerk
WAL	NUT GROVE, GEORGIA
By:	MARK MOORE Mayor
•	
Attes	t:
	



June 23, 2021

Rhonda Hawk Walton County BOC

Re: Bids for Engineering

We sent out an RFP for Engineering for the two water line extension projects which are referred to as the Center Hill Church Road Water Transmission Main project (approx.. 23,000 LF of 16" pipe) and the North Loop Transmission Main – Phase 1 project (approx. 19,400 LF of 12" pipe). The RFP was sent to Precision Planning Inc. and Keck+Wood with a proposal deadline of 4 p.m. on June 23. We received bids back from both firms for the two projects.

The bids were:

Center Hill Church Road Water Transmission Main:

Precision Planning, Inc.

\$144,475.00

Keck+Wood

\$180,500.00

North Loop Transmission Main Phase 1:

Precision Planning, Inc.

\$122,695.00

Keck+Wood

\$154,500.00

Precision Planning, Inc. had the low bid for both projects and it is my recommendation that they be awarded the two contracts. (Copy of bids attached.)

M*ory*is Jordan

Director



Walton County Parks & Recreation

303 South Hammond Drive Department 455 Monroe, Georgia 30655 Phone: 770-267-1483 Fax: 770-267-1369

Website: waltoncountyga.gov

Date: June 25, 2021

To: Rhonda Hawk

From: Jody Johnson

Re: Walnut Grove Athletic Complex Proposal

Proposed Total Project Fees:

Precision Planning: \$134,840.00

Keck & Wood, Inc.: \$182,500.00

After careful consideration I am recommending that the County select Precision Planning for this project. They have the lowest bid and I believe they meet the requirements needed to complete this project.

Thanks,

Jody Johnson



Walton County Public Works

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

John Allman
Director of Public Works

Ray Johnson
Asst. Director of Public Works

July 2, 2021

To: Rhonda Hawk, Purchasing Agent

From: John Allman, Public Works Director

RE: Roundabout Project - Youth-Monroe Road @ Broadnax Mill Road

Proposed Total Engineering Fee:

Precision Planning, Inc: \$126,930.00

Keck & Wood, Inc: \$166,784.00

After careful consideration, I am recommending that the Walton County select Precision Planning, Inc. for the Roundabout Project at Youth-Monroe and Broadnax Mill Road. Precision Planning, Inc. has the lowest bid and I believe they meet the requirements needed to complete this project.

Sincerely,

John Allman

Public Works Director

According to our records, Penny Shirley's appointment to the Advantage Behavioral Health Systems Board of Director's expires in June 2021. We would like to request her reappointment to the Board for another term. Please let us know what next steps. Thanks!

Tammy

Tamara L. Conlin, M.S.S.A., LCSW Chief Executive Officer Advantage Behavioral Health Systems 250 Bray Street Athens, GA 30601 Office: 706-389-6789 x 1103 Mobile: 585-208-5647

tconlin@advantagebhs.org www.advantagebhs.org



"Diversity is about all of us, and about us having to figure out how to walk through this world together."

-Jacqueline Woodson