



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, July 12, 2022 at 6:00 PM

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

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

## AGENDA

1. **PUBLIC COMMENT/PRESENTATIONS** | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*
  - 1.1. County Manager's Report
2. **MEETING OPENING**
  - 2.1. Pledge of Allegiance & Invocation
  - 2.2. Call to Order
  - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
  - 3.1. Additions/Deletions
4. **PLANNING COMMISSION RECOMMENDATIONS**
  - 4.1. Approval of withdrawal CU22040002 - Conditional Use 26.8389 acres for an Event Facility and Variance requiring site to have direct access to a collector or arterial road - Applicant: Danny K Herrmann/Owners: Danny Herrmann, CF Oconee LLC, and Amy Herrmann - Property located at 4983 Rabbit Farm Rd & Rabbit Farm Rd - Parcels C0280091, 92 & 92A - District 2
  - 4.2. Approval with conditions CU22040021 - Conditional Use on 3.00 acres for recreation area and storage building - Applicant: Jackson Kudilil/Owner: Knanaya Catholic Assoc of GA Inc-Property located at 6493 Escoe Dr. - Parcel C0020007 - District 2  
*Condition: Use land only for recreation and storage building, access off Rosebud Road in lieu of Escoe Drive*
  - 4.3. Approval of CU22040022 - Conditional Use on 16.58 acres for Agritourism- Applicants/Owners: Tim & Leah Keel - Property located at 3270 H. D. Atha Rd. - Parcel C0790113 - District 4
  - 4.4. Approval of Z22040008 - Rezone 54.00 acres from A1 to R1 to create a subdivision - Applicant: JMJS Properties LLC/Owner: Whitley Construction LLC - Property located on P. J. East Rd. - Map/Parcel C0640100K000 - District 3

- 4.5.** Approval of Z22050001 - Rezone 2.27 acres from A1 to A to operate a non-profit rabbit rescue - Applicant: Sabrina Gauntt/Owner: Mary Gauntt/Executor Cathy Gauntt - Property located at 4571 Gauntt Rd. - Map/Parcel C0670019 - District 4

**5. PLANNING & DEVELOPMENT**

- 5.1.** Acceptance of ROW - Old Good Hope Road, Locklin Road and Pope Road

**6. ADMINISTRATIVE CONSENT AGENDA / All items listed below are voted on by the board in one motion unless otherwise specified by the Board**

- 6.1.** Approval of June 7, 2022 Meeting Minutes
- 6.2.** Contracts & Budgeted Purchases of \$5000 or Greater
- 6.3.** Contract - Alcovy Leadership & Character Development Program - Juvenile Ct.
- 6.4.** Acceptance of Proposal - Design Build Fire Station 7 - Sunbelt Builders (for the record)
- 6.5.** NEGRC - Council Reappointment
- 6.6.** Anthem Administrative Services Agreement
- 6.7.** Veracity Benefits, LLC - Joinder Agreement
- 6.8.** Veracity Benefits BAA Agreement
- 6.9.** Veracity Benefits Pharmacy Consulting Agreement
- 6.10.** Quitclaim Deed GDOT - Portion of ROW Davis Academy Rd. and ROW on Lynch Rd.

**7. HUMAN RESOURCES**

- 7.1.** Recommendation - Changes to Employee Benefits Committee By-Laws

**8. CONTRACTS**

- 8.1.** Ascension Program Management - Walnut Grove Park - Amendment #1
- 8.2.** Contract - Lose Design - Walnut Grove Park - Amendment #1 - Additional Design Scope of Work to prepare Phase 1 for Bid
- 8.3.** Enterprise Vehicle Replacement

**9. ACCEPTANCE OF BIDS/PROPOSALS**

- 9.1.** Acceptance of Proposal - Anglin Road Property Lease

**10. APPOINTMENTS**

**10.1.** Appointments - Walton Co. DFACS Board**11. DISCUSSION**

Employee Donated Leave Policy

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

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

5/18/22, 11:21 AM

WALTON COUNTY, GEORGIA Mail - Rabbit Farm Road Conditional Use Permit

Item 4.1.



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

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## Rabbit Farm Road Conditional Use Permit

1 message

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Danny Herrmann <danny1030k@gmail.com>  
To: Tracie Malcom <tracie.malcom@co.walton.ga.us>

Wed, May 18, 2022 at 11:19 AM

Tracie,

Please accept this as a withdrawal of application for Conditional Use Permit for Events Facility at 4983 Rabbit Farm Road, Loganville, GA. 30052

Thank you.

Danny K. Herrmann  
RIDGECLIFF, LLC  
(770) 352-4835

**STAFF REPORT**

**PC Meeting: 6/2/2022**

**BOC Meeting: 7/12/2022**

**Case CU22040002 – Conditional Use on 26.8389 acres for an Event Facility and Variance requiring site to have access to a collector or arterial road**

**Applicant: Danny K. Herrmann**

**Owners: Danny Herrmann, CF Oconee LLC, and Amy Herrmann**

**Current Zoning: A1**

**Map Numbers: C0280091, 92 & 92A**

**Acreage: 26.8389 acres**

**Commission District 2: Commissioner Mark Banks**

**Planning Commission: Pete Myers**

**Site Analysis:** The 26.8389 acre tract of land is located on 4983 Rabbit Farm Road and Rabbit Farm Road. The surrounding properties are zoned A1 and R1.

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
(Event)	Outdoor Recreation	Yes	C	C	C	C	C	C		P	P	P	P	P	P		

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
	Facilities (Private)																

### Outdoor Recreation Facilities (Private) (18)

1-7-2020

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

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

## **Conditional Use CU22040002 Staff Analysis**

**Commission District: 2 - Banks**

**Planning Commission Hearing Date: 05-05-2022 – TABLED TO 6/2/2022**

**Board of Commissioners Hearing Date: 06-07-2022 TO 7/12/2022**

<b>Parcel ID: Map C0280091</b>	<b>Acreage: 1.76</b>
<b>Parcel ID: Map C0280092</b>	<b>Acreage: 20.00+</b>
<b>Parcel ID: Map C0280092A00</b>	<b>Acreage: 5.00</b>

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**Applicant:**  
**Danny K Herrmann**  
**4983 Rabbit Farm Road**  
**Loganville, Georgia 30052**

**Owner of C0280091:**  
**Danny K Herrmann**  
**4983 Rabbit Farm Road**  
**Loganville, Georgia 30052**

**Owner of C0280092:**  
**CF Oconee LLC**  
**4310 Lawrenceville Road**  
**Loganville, Georgia 30052**

**Owner of C0280092A00:**  
**Amy E Herrmann &**  
**Herrmann Family 2009 Qualified Trust**  
**4983 Rabbit Farm Road**  
**Loganville, Georgia 30052**

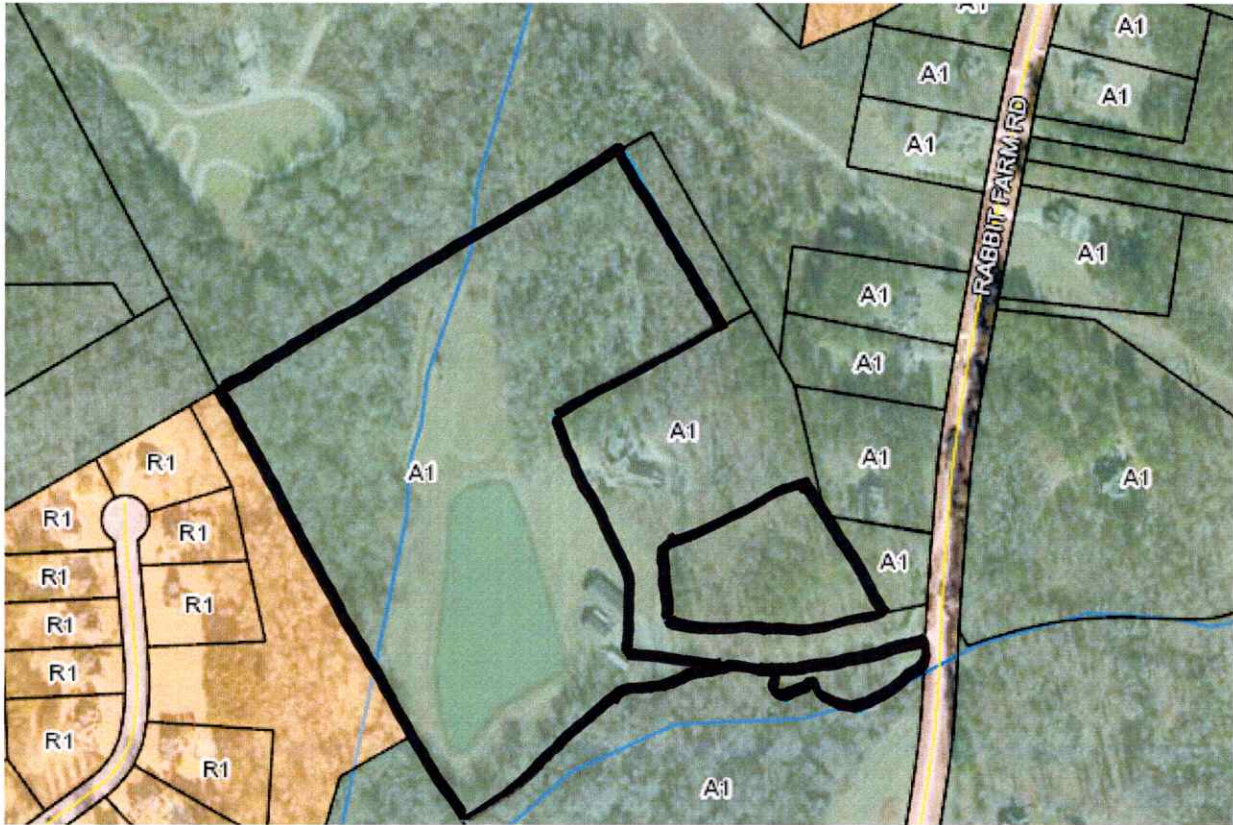
**Property Location:** 4983 Rabbit Farm Road and Rabbit Farm Road



**Current Character Area:** Suburban



**Current Zoning: A1**



**Request:** Conditional Use for event facility and Variance from County Ordinance requiring the site have direct access to a collector or arterial road.

**Site Analysis:** The 26.8389 acre tract of land is located on 4983 Rabbit Farm Road and Rabbit Farm Road. The surrounding properties are zoned A1 and R1.

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
(Event)	Outdoor Recreation Facilities (Private)	Yes	C	C	C	C	C	C		P	P	P	P	P	P		

**Outdoor Recreation Facilities (Private) (18)**

1-7-2020

Outdoor Recreation Facilities are allowed by conditional use in the A, A1, A2, R1, R2 R3, MHP, and by right in the B1, B2, B3, TC and MUBP zoning. The uses allowed include wedding venues,

event venues, fishing lakes, swimming pools, and golf courses or driving ranges, or other recreational developments. A detailed site plan must be approved by the Department.

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

**Zoning History: No History**

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

**Comments and Recommendations from various Agencies:**

**Public Works: Public Works recommends that a commercial driveway be installed and any additional measures that may facilitate safe ingress and egress at this location due to safety and sight distance issues related to the location.**

**City of Monroe: No conflict with the water, sewer nor gas departments of the City of Monroe.**

**Sheriffs' Department: This does not impact the Walton County Sheriff's Office.**

**Water Authority:** This area is served by an existing 6" diameter water main along on Rabbit Farm Road. (static pressure: 80 psi, Estimated fire flow available: 1,100 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** Walton County Fire Rescue has no issues.

**Fire Code Specialist:** Will not impact the Fire Code Office. Developments will be subject to plan review for meeting Life Safety Codes (2018), International Fire Code (2018), and Georgia amendments 120-3-3, and any Walton County Codes that apply.

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

**Development Inspector:** No comment received.

**DOT Comments:** Will not affect GDOT.

**Archaeological Information:** No comment received.

**PC ACTION 5/5/2022:**

1. Conditional Use CU22040002 – Conditional Use on 26.8389 acres for an Event Facility and Variance requiring site to have direct access to a collector or arterial road- Applicant: Danny K Herrmann/Owners: Danny Herrmann, CF Oconee LLC, and Amy Herrmann-Property located at 4983 Rabbit Farm Rd & Rabbit Farm Rd-Parcels C0280091, 92 & 92A-District 2.

**Presentation:** Tim Hinton advised that the Applicant is not going to speak and has requested that the case be tabled until next month but since there are people here that have opposition he will go ahead and let them speak their opposition.

**Speaking:** Jeff Fennell who lives directly across from this property spoke. He is representing the committee that is opposed of this case. He stated that he has a number of items that he would like to discuss but first he would like to know what justification does the applicant have to delay hearing this case. He said it seems to be a tactic. Mr. Hinton stated that he was giving them an opportunity to speak. Mr. Fennell stated that there are concerns about this case being delayed that they would lose their leverage if they provide their information.

**Recommendation:** Tim Hinton tabled the case until next month and stated that they will hear no opposition tonight.

**PC ACTION 6/2/2022:**

1. CU Conditional Use CU22040002 – Conditional Use on 26.8389 acres for an Event Facility and Variance requiring site to have direct access to a collector or arterial road-Applicant: Danny K Herrmann/Owners: Danny Herrmann, CF Oconee LLC, and Amy Herrmann-Property located at 4983 Rabbit Farm Rd & Rabbit Farm Rd-Parcels C0280091, 92 & 92A-District 2.

**Presentation:** Tim Hinton advised that Mr. Herrmann has withdrawn this application.

**Speaking:** None

**Recommendation:** Timothy Kemp made a motion to recommend acceptance of the withdrawal with a second by Pete Myers. The motion carried unanimously.

Conditional Use Application # CU22040002

Walton Co.  
Historic  
Courthouse  
111 S.  
Broad St.  
2nd floor -  
Monroe, Ga

Planning Comm. Meeting Date 5/5/22 at 6:00PM held at WC Board of Comm. Meeting Room  
Board of Comm Meeting Date 6/7/22 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 C0280091, C0280092, C0280092A00

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Danny K. Herrmann</u>	<u>C F Ocone, LLC</u> <u>Herrmann Family 2009 Qualified Personal Residence Trust</u>
<u>4983 Rabbit Farm Road</u>	<u>4983 Rabbit Farm Road</u>
<u>Loganville, Georgia 30052</u>	<u>Loganville, Georgia 30052</u> <small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>770-352-4835</u>	Phone # <u>770-352-4835</u>

Location Walton County Present Zoning A-1 Acreage 26.8389

Existing Use of Property: Residential. Personal Barn Use.

Existing Structures: House, Barn, Pole Barn

Property is serviced by:

Public Water: \_\_\_\_\_ Provider: Walton County Water Authority Well: \_\_\_\_\_

Public Sewer: None Provider: \_\_\_\_\_ Septic Tank: \_\_\_\_\_

The purpose of this conditional use is: Event Center (Wedding and Event Facility)

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 Amy E. Herrmann Date 4-1-2022 \$ 300.00 Fee Paid

**Public Notice sign will be placed and removed by P&D Office**  
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North A1 South A1  
East A1 West R1

Comprehensive Land Use: Suburban

Commission District: 2-Banks Watershed: Big Haynes - Walton W-P1

I hereby withdraw the above application \_\_\_\_\_ Date: \_\_\_\_\_

## Owner List

- (1) Herrmann Family 2009 Qualified Personal Residence Trust  
4983 Rabbit Farm Road  
Loganville, Georgia 30052  
(Amy E. Herrmann)
  
- (2) C.F. Oconee  
4983 Rabbit Farm Road  
Loganville, Georgia 30052  
(Danny K. Herrmann)

**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: Danny K. Herrmann

Address: 4983 Rabbit Farm Road Loganville, Georgia 30052

Telephone: 770-352-4835

Location of Property: 4983 Rabbit Farm Road  
Loganville, Georgia 30052

Map/Parcel Number: C0280092A00

Current Zoning: A-1 Requested Zoning: Event Center (Wedding and Event Facility)

Amy E. Herrmann  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Print Name: Amy E. Herrmann  
Herrmann Family 2009 Qualified Personal Residence Trust  
Address: 4983 Rabbit Farm Road  
Loganville, Georgia 30052

Print Name: \_\_\_\_\_

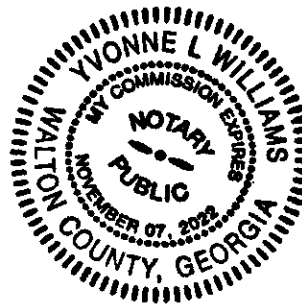
Address: \_\_\_\_\_

Phone #: 404-569-8445 / 770-913-8465

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.

Yvonne L. Williams 4-4-2022  
Notary Public Date



**AUTHORIZATION  
BY PROPERTY OWNER**

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

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

Name of Applicant: Danny K. Herrmann

Address: 4983 Rabbit Farm Road Loganville, Georgia 30052

Telephone: 770-352-4835

Location of Property: 4983 Rabbit Farm Road  
Loganville, Georgia 30052

Map/Parcel Number: C0280091, C0280092

Current Zoning: A-1 Requested Zoning: Event Center (Wedding and Event Facility)

*Danny K. Herrmann*  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Print Name: Danny K. Herrmann

Print Name: \_\_\_\_\_

C F Oconee, LLC  
Address: 4983 Rabbit Farm Road  
Loganville, Georgia 30052

Address: \_\_\_\_\_

Phone #: 770-352-4835 / 770-913-8465

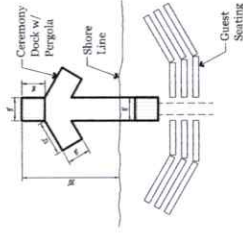
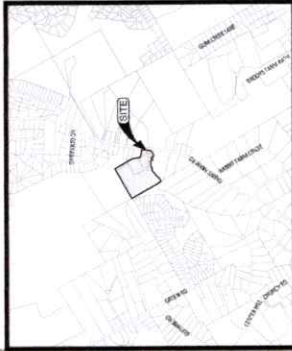
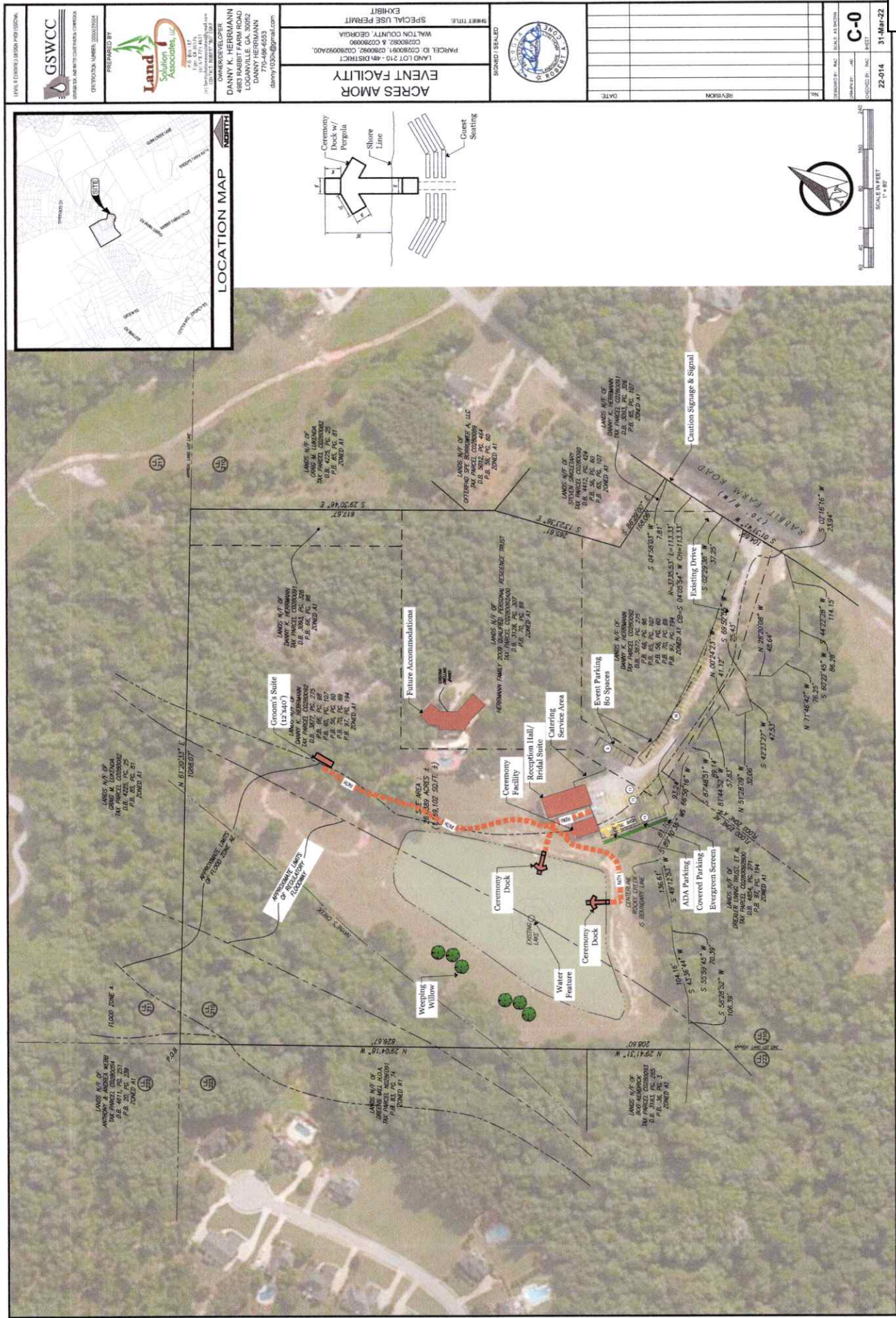
Phone #: \_\_\_\_\_

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.

*Yvonne L. Williams* 4-14-2022  
Notary Public Date







<p>GEORGIA SOUTHWESTERN COLLEGE          1111 International University Blvd          Gainesville, GA 30602          (770) 428-1171          www.gswcc.edu</p>	<p>PREPARED BY</p> <p>LAND SOLUTION ASSOCIATES, LLC          1111 International University Blvd          Gainesville, GA 30602          (770) 428-1171          www.lsa-llc.com</p>	<p>OWNER/CLIENT</p> <p>DANNY K. HERRMANN          4883 RABBIT FARM ROAD          LOGANVILLE, GA 30052          DANNY HERRMANN          danny1033@gmail.com</p>	<p>PARCEL ID: C0280991, C0280992, C0280993A, C0280993B, C0280993C, C0280993D, C0280993E, C0280993F, C0280993G, C0280993H, C0280993I, C0280993J, C0280993K, C0280993L, C0280993M, C0280993N, C0280993O, C0280993P, C0280993Q, C0280993R, C0280993S, C0280993T, C0280993U, C0280993V, C0280993W, C0280993X, C0280993Y, C0280993Z</p>	<p>LAND LOT 219 - 48<sup>TH</sup> DISTRICT</p>	<p>WALTON COUNTY, GEORGIA</p>	<p>SPECIAL USE PERMIT EXHIBIT</p>	<p>SIGNED/SEALED</p>	<p>DATE</p>	<p>REVISIONS</p>	<p>SCALE: AS SHOWN</p>	<p>DATE: 22-01-22</p>	<p>PROJECT: 31-481-22</p>
								<p>DATE</p>	<p>REVISIONS</p>	<p>SCALE: AS SHOWN</p>	<p>DATE: 22-01-22</p>	<p>PROJECT: 31-481-22</p>

## 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.**  
The driveway used meets Rabbit Farm almost parallel which will avoid the potential issue of headlights bothering the adjacent neighbors. The property has natural boundaries of two creeks with additional set backs. The closest adjacent residence is over 500 ft from ceremony/ reception areas. County noise ordinance will be strictly enforced with out door activities ceasing by 10 pm.
2. **Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.**  
We ask that the county allow for a sign with accompanying flashing light and mirror to be posted at the crest of the hill near the top entrance. The light will be turned on to warn Rabbit Farm Rd traffic during egress hours of the event. There is no existing pedestrian traffic on Rabbit Farm during the hours proposed. Adjacent roads are busy connectors.
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.**  
The location has two entrances, however due to blind sightline, one of the driveways will be closed to traffic for the purposes of egress. The driveway used meets Rabbit Farm almost parallel which will avoid the potential issue of headlights bothering the adjacent neighbors. All parking will be out of sight from the road and sufficient in number for our capacity at 70 +/- spaces. A proposed warning sign and lights during ingress and egress hours shall be installed with permission of county. A clear Fire lane will be provided to serve fire service purposes.
4. **Public facilities and utilities are capable of adequately serving the proposed use.**  
Utilities will not exceed the capabilities of the current water or electrical systems currently in place on Rabbit Farm Rd. The facility will be on its own septic system which will be expanded to accommodate the increased use and capacity.
5. **The proposed use will not adversely affect the level of property values or general character of the area.**  
The proposed use of an event facility should have no negative impact on the property values or general character of Rabbit Farm Rd as a single family residential area. The road is a cut through between two connectors. Additional traffic will be limited to certain days of the week and certain hours. Any safety concerns caused by the additional ingress/ egress should be mitigated by proposed sign and flashing lights at crest of hill. All parking, ceremonies and receptions will be out of sight from the road. All county ordinances including sound will strictly enforced.

## Event Center Special Use Letter of Intent

### **Plan:**

The plan is to convert our current 26.8389 acre rural property (including a large pond) into an event venue focused on, but not limited to, weddings. An existing 2000 sq ft open air barn and outdoor areas will provide the ceremony areas and an existing 4000 sq ft barn will provide a reception area. A majority of a 7500 sq ft house will provide future accommodation options.

### **Location:**

Event Center will be at 4983 Rabbit Farm Rd Loganville, GA 30052.

Parcel #: C0280091, C0280092 & C0280092A00

While not a connector, Rabbit Farm Rd connects three connecting roads, Claude Brewer/ Tommy Lee Fuller, on one end and Centerhill Church Rd on the other. Claude Brewer connects both GA 81 and GA 78. Tommy Lee Fuller connects GA 20 adjacent the intersection of GA 78. Centerhill Church Rd connects GA 81 and GA 20.

### **Ingress/ Egress:**

The location has two entrances, however due to blind sightline, one of the driveways will be closed to traffic for the purposes of egress. We ask that the county allow for a caution sign with accompanying flashing light to be posted at the crest of the hill near the main entrance. This precaution will warn Rabbit Farm Rd traffic during ingress/egress hours of the event. The driveway to be used meets Rabbit Farm nearly parallel which will avoid the potential issue of headlights bothering the adjacent neighbors.

### **Capacity:**

Planned capacity will be 150 guests. Fire Marshall will decide this capacity, but this is our estimate of the reception space provided.

### **Parking :**

Parking will be well within the 1:3 ratio of seating. Per our 150 person capacity, we will provide 70 +/- parking spaces.

### **Improvements:**

We will be doing renovations to existing structures for our purposes. The current septic system will be replaced with one that can accommodate the expanded capacity requirements.

### **Season:**

Venue will operate seasonally Thursday-Sunday during the months of March-December. If demand exceeds our expectations, we ask for the option to expand operations to winter.

### **Accommodations:**

Accommodations will not be provided initially, however, we plan to use a majority of the large six bedroom house on the property as accommodations for the events held.

### **Alcohol:**

Wedding/event hosts to bring their own alcohol. The venue will require a million dollar Alcohol Insurance Policy be in place, purchased by the host, in order to serve to their guests.

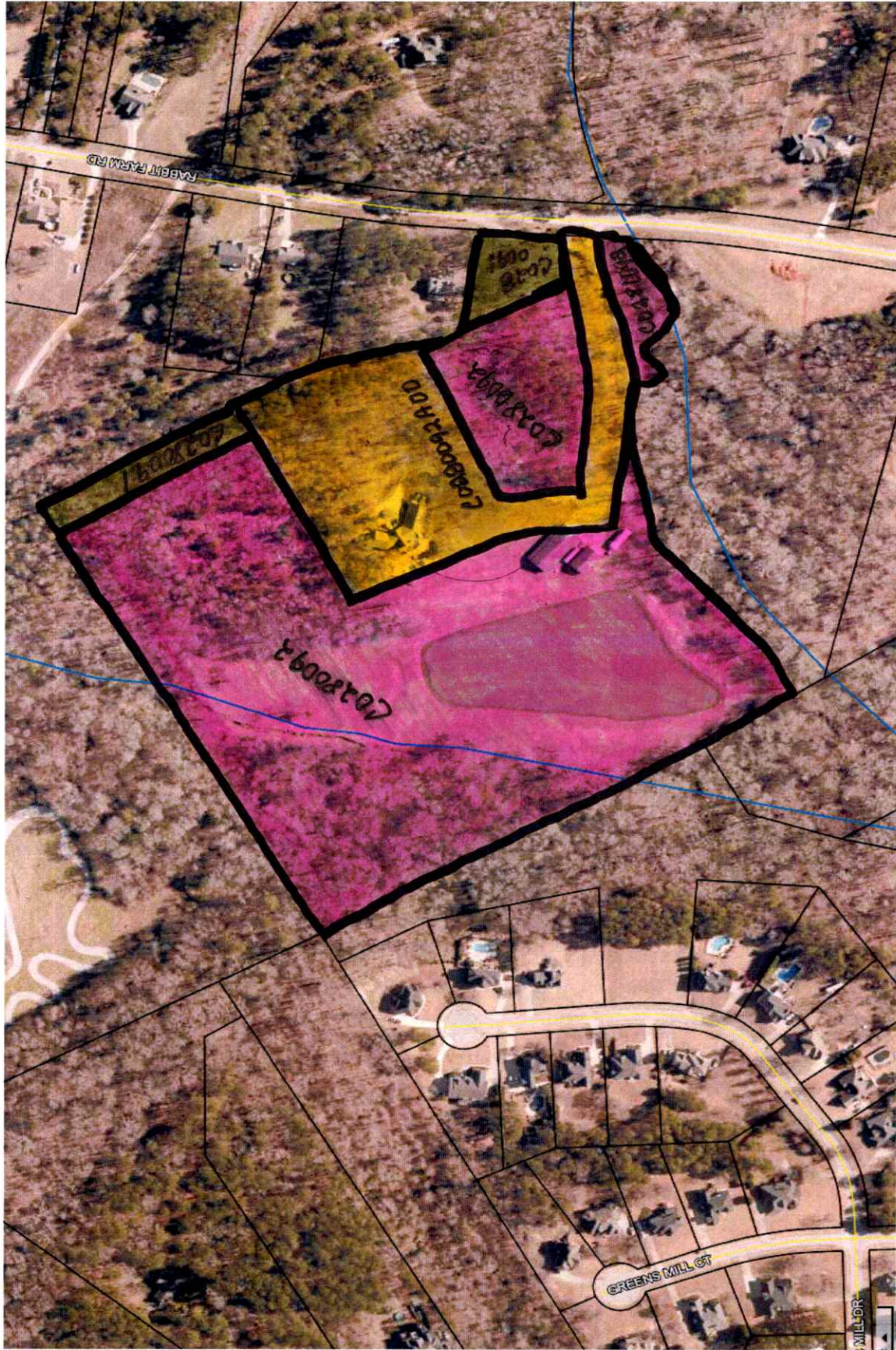
### **Impact:**

The traffic impact should be minimal. Property values should be unaffected by our use. All county ordinances including outdoor noise are enforced and all activities and parking will be out of sight of neighbors.

CU22040002 – 4983 Rabbit Farm Road/Rabbit Farm Road

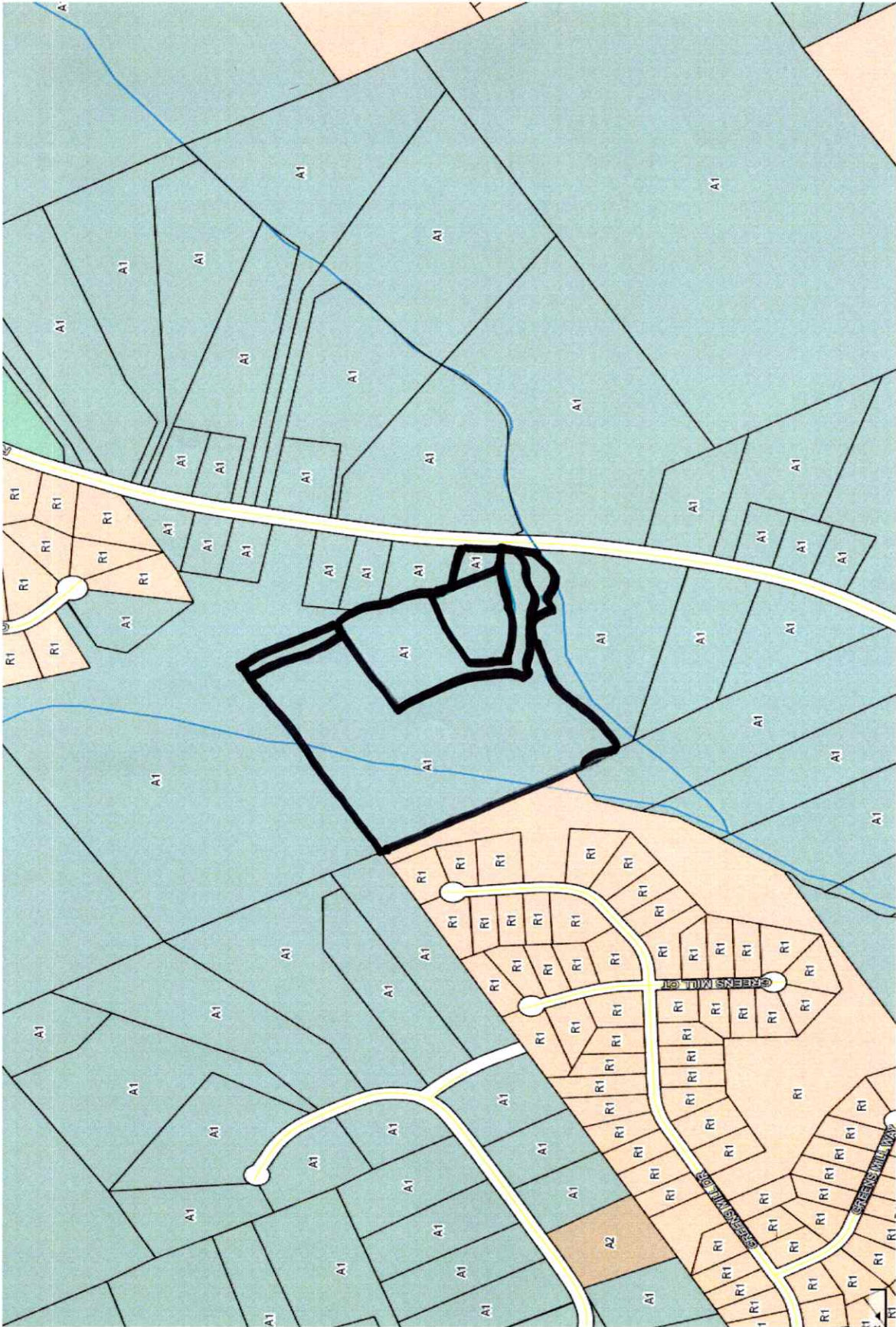


CU22040002 – 4983 Rabbit Farm Road/Rabbit Farm Road



- 00280091 1.76 acres
- 00280092 20.00+ acres
- 00280093 ADD 5.00 acres

CU22040002 – 4983 Rabbit Farm Road/Rabbit Farm Road



CU22040002 – 4983 Rabbit Farm Road/Rabbit Farm Road





# Planning and Development Department Case Information

Planning Commission Hearing: 06-02-2022  
Board of Commissioners Hearing Date: 07-12-2022

Case Number: Conditional Use CU22040021  
Current Zoning: A1  
Request: Recreation area  
Address: 6493 Escoe Drive, Loganville GA 30052  
Map Number: C0020007  
Site Area: 3.00 acres  
Character Area: Suburban

District 2: Commissioner - Mark Banks                      Planning Commissioner - Pete Myers

Applicant:	Owner:
Jackson Kudilil	Knanaya Catholic Assoc. of Ga Inc.
4318 Webb Meadows	6493 Escoe Drive
Loganville, Georgia 30052	Loganville, Georgia 30052
404-437-4602	

Request: Conditional Use for recreation area and storage barn. The Knanaya Catholic Association of Georgia, Inc. (Association) is an entity that is owned by private individuals.

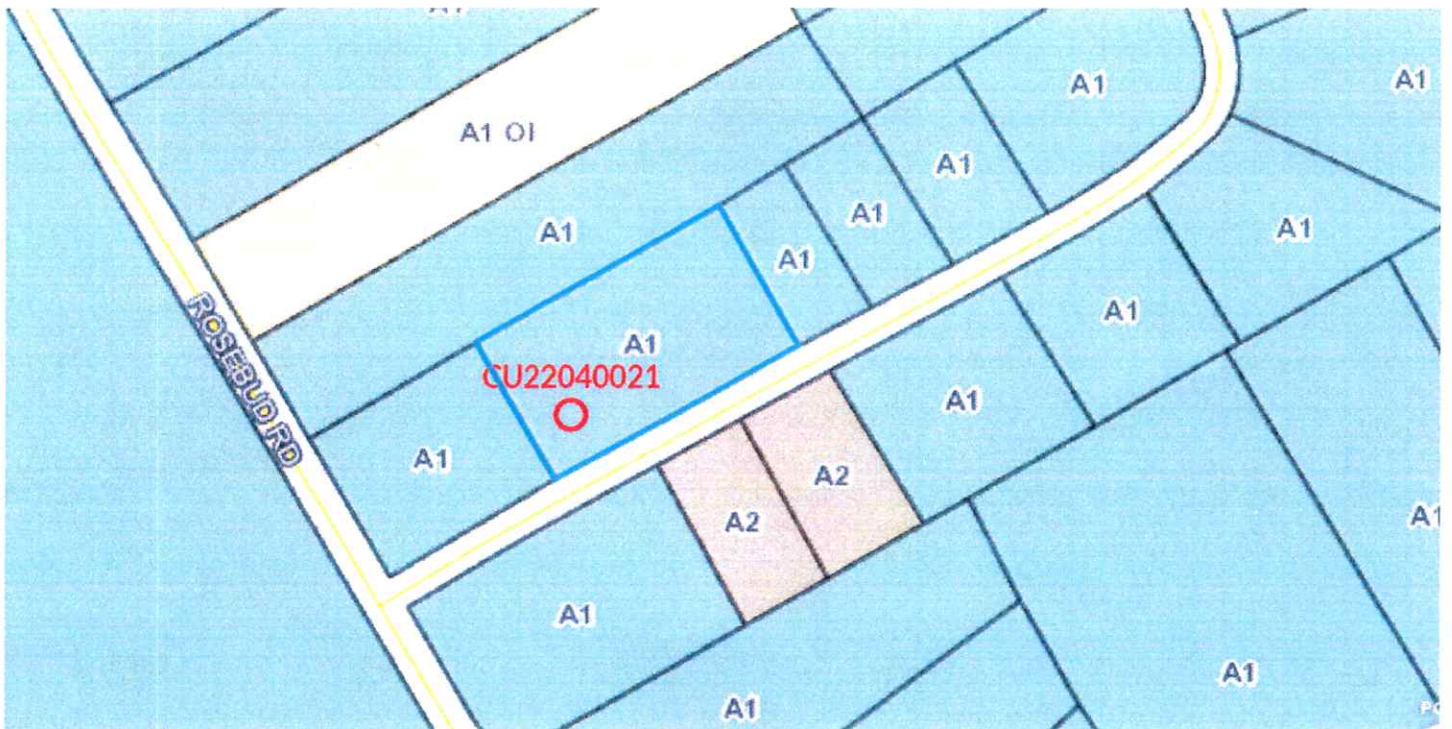
The property will be used for recreation for the Association and they plan to build a 1300 +/- square foot accessory building to store lawn equipment needed to maintain the property. The property will be fenced and gated so that it is maintained for private use by the individuals that are a part of the Association.

Zoning History: No History

Existing Site Conditions: The subject property contains 3.00 acres located on Escoe Drive. The property has been almost 100% cleared of trees. There are single family residences abutting all sides except the rear which contains a single family dwelling (Parsonage), a church, fellowship hall and utility building.

The surrounding properties are zoned A1 and A2





Comments and Recommendations from various Agencies:

Public Works: No issues

Sheriffs' Office: No impact

Water Authority: This area is served by an existing 6" diameter water main along on Rosebud Road and Escoe Drive. (static pressure: 45 psi, Estimated fire flow available: 400 gpm (f1 20 psi). No system impacts anticipated.

Fire Department: No issues.

Fire Code Specialist: Will have no impact. They shall comply with all fire codes in respect to their establishment if applicable.

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

DOT Comments: Will not impact GDOT

Archaeological Information: No comment received.

**STAFF COMMENTS: Staff sees no issues with the approval of the conditional use for recreation area provided that the property is adequately fenced.**

PC ACTION 6/2/2022:

1. **Conditional Use CU22040021 – Conditional Use on 3.00 acres for recreation area and storage building-Applicant: Jackson Kudilil/Owner: Knanaya Catholic Assoc of GA Inc.- Property located at 6493 Escoe Dr-Parcel C0020007-District 2.**

**Presentation: Charna Parker, Director of the Walton County Planning & Development, advised that there was a misunderstanding on this case. The owners of the property at 6493 Escoe Drive is owned by the members and not by the church. They would like to place a playground and storage building for their lawnmowers on the property but no parking. This land is to be used by the members of the church.**

**Jackson Kudilil, Applicant, stated that he agrees with what Ms. Parker had said.**

**Speaking: William Daniel who lives at 6404 Escoe Drive has concerns. He stated that there is no access on Escoe Drive. He stated that there is a 6" water line on Escoe Drive and he is concerned about the traffic. He does not agree with commercial style zoning mixing with residential property. He also feels that this will interfere with the**

quality of life of the neighborhood and feels that traffic will be a risk to them.

Fred Johnson who lives on Escoe Drive stated that this is a dead end road. He stated that he talked to the Pastor and they don't want the entrance from the church side and feels that this land will probably be used for parking. He stated that neighborhood kids ride their bikes and that people walk their dogs and he feels that the road can't handle the traffic.

Thomas Chaney has lived on Escoe Drive since 1982. He stated that there are already a lot of traffic and there is an assisted living home at the end of the road. He is against the parking lot because it is already hard to get out of the road. He stated he has no objection as long as they come off of Rosebud Road.

Jackson Kudilil came back for rebuttal. He stated that this is his first time in the Zoning Department. He is the president of this organization for 2 years and will be out in 7 months. He stated that 6493 Escoe Drive has an entrance. He stated that they have Mass on Sunday and sometimes Saturdays and the kids go to the open field to play. He stated that they are planning on building a 1,300 sq. ft. storage building and a park for the kids and no parking. He stated that the church that is there is inactive. He stated that all members will park at the church.

Pete Myers asked could they bring people in from Rosebud Road and Mr. Kudilil stated that they could. Timothy Kemp asked if the playground was open to the public and Mr. Kudilil stated that no that it was for their church only and that it would be fenced in. Tim Hinton verified they already have a driveway on Escoe Drive and Mr. Kudilil stated that was correct.

**Recommendation:** Pete Myers made a motion to recommend approval with condition that they use the area for a recreation area and storage barn and traffic to come off of Rosebud Road and not Escoe Drive during church activities with a second by John Pringle. The motion carried unanimously.

Conditional Use Application # CU 22040021

Item 4.2.

Planning Comm. Meeting Date 6-2-2022 at 6:00PM held at **WC Board of Comm. Meeting Room**  
 Board of Comm Meeting Date 7-12-2022 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** C 0020007

**Applicant Name/Address/Phone #**  
Jackson Kudilil  
4318 WEBB MEADOWS  
LOANVILLE  
GA 30052.

**Property Owner Name/Address/Phone**  
Kanaya Catholic Assoc. of GA Inc.  
6493 ESCOE Drive  
LOANVILLE GA 30052.

(If more than one owner, attach Exhibit "A")

Phone # 404-437-4602. Phone # 404-437-4602.

Location LOANVILLE - 6493 Escoc Drive Present Zoning A1 Acreage 3 Acr.

Existing Use of Property: Storage and Equipments Vacant.

Existing Structures: None.

Property is serviced by:

Public Water: none Provider: \_\_\_\_\_ Well: none

Public Sewer: none Provider: \_\_\_\_\_ Septic Tank: none

The purpose of this conditional use is: Association material and  
Equipment storage, parking.

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

Signature [Signature] Date 4-27-2022 \$ 300.00 Fee Paid

**Public Notice sign will be placed and removed by P&D Office**  
 Signs will not be removed until after Board of Commissioners meeting

**Office Use Only:**

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

Comprehensive Land Use: Suburban

Commission District: 2-Banks Watershed: Big Haynes-Walton W-P1

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.

Name of Applicant: Jackson Kudilid.

Address: 4318 Webb MEADOWS Dr.  
LOGANVILLE GA 30052

Telephone: 404-437-4602

Location of Property: 6493 ESCOE Dr.

Map/Parcel Number: C002007

Current Zoning: A1 Requested Zoning: \_\_\_\_\_

Jackson Kudilid  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Print Name: Jackson Kudilid Print Name: \_\_\_\_\_

Address: 4318 Webb meadow Address: \_\_\_\_\_  
Loganville GA 30052

Phone #: 404-437-4602 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.

*I am president of  
KCAL Association.*

\_\_\_\_\_  
Notary Public Date

**GEORGIA**  
DRIVER'S LICENSE

**CDL**   
COMMERCIAL DRIVER'S LICENSE

Governor: *B. Perdue*

4d DL NO. **050566517** 3 DOB **10/12/1971**  
9 CLASS **B** 4b EXP **10/12/2025**  
2 **JACKSON MATHEW**  
1 **KUDILIL**

8 **4318 WEBB MEADOWS DR**  
**LOGANVILLE, GA 30052-7508**  
**GWINNETT**

12 REST **B,K,M**  
9a END **P**  
4a ISS **01/19/2022**  
15 SEX **M** 18 EYES **BLK**  
16 HGT **5'-06"** 17 WGT **165 lb**

5 DD **479029853570020000**

Commissioner: *Janet N. Moore*



### 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.

20 Feet from Line.

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.

NO.

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

YES

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

NO.

carport for church & KCAH Association  
Equipments and storage.

Respected planning Commission, 4-27-22

6493 ESCOE Drive #3 Acre property we are planning to clean it up so we can use it for our "Holy Family Catholic church & K.C.A.G. kids to have a play ground on the property (recreational) use. ~~the~~ K.C.A.G. & Holy Family Catholic church next to each other as same people. Now we would like to put a outdoor pavilion type of Building not enclosed one on our property for <sup>church</sup> storage and Association Equipment, parking and recreational purpose.

Thank you *[Signature]*



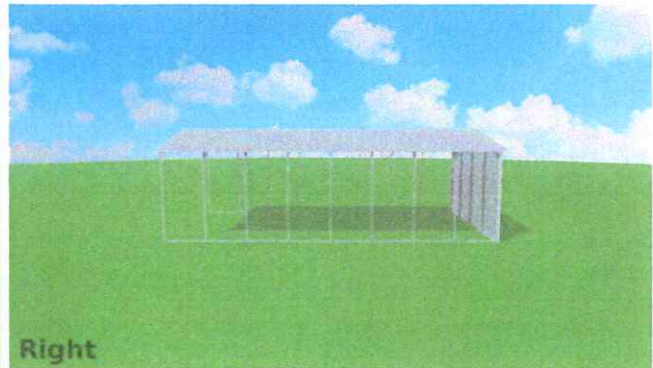
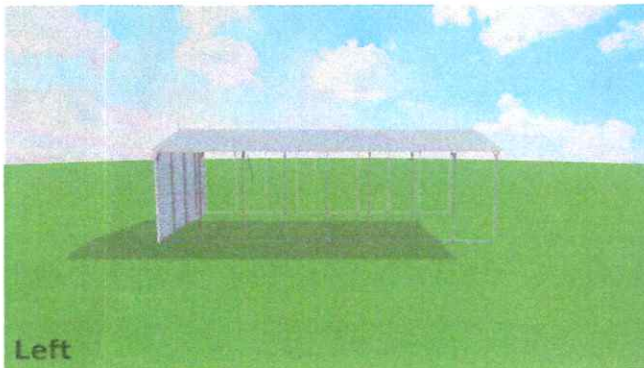
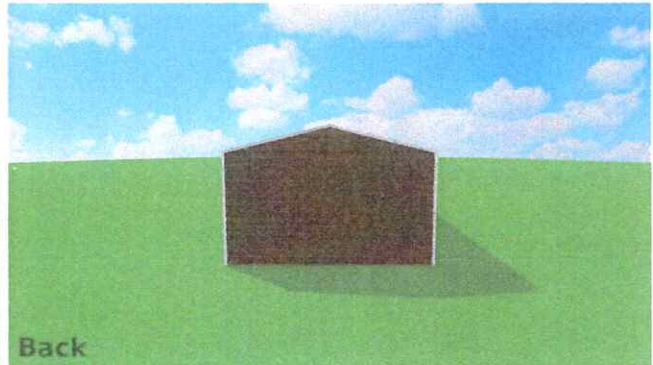
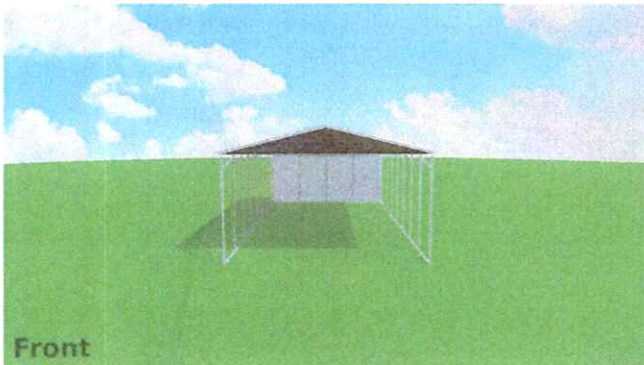


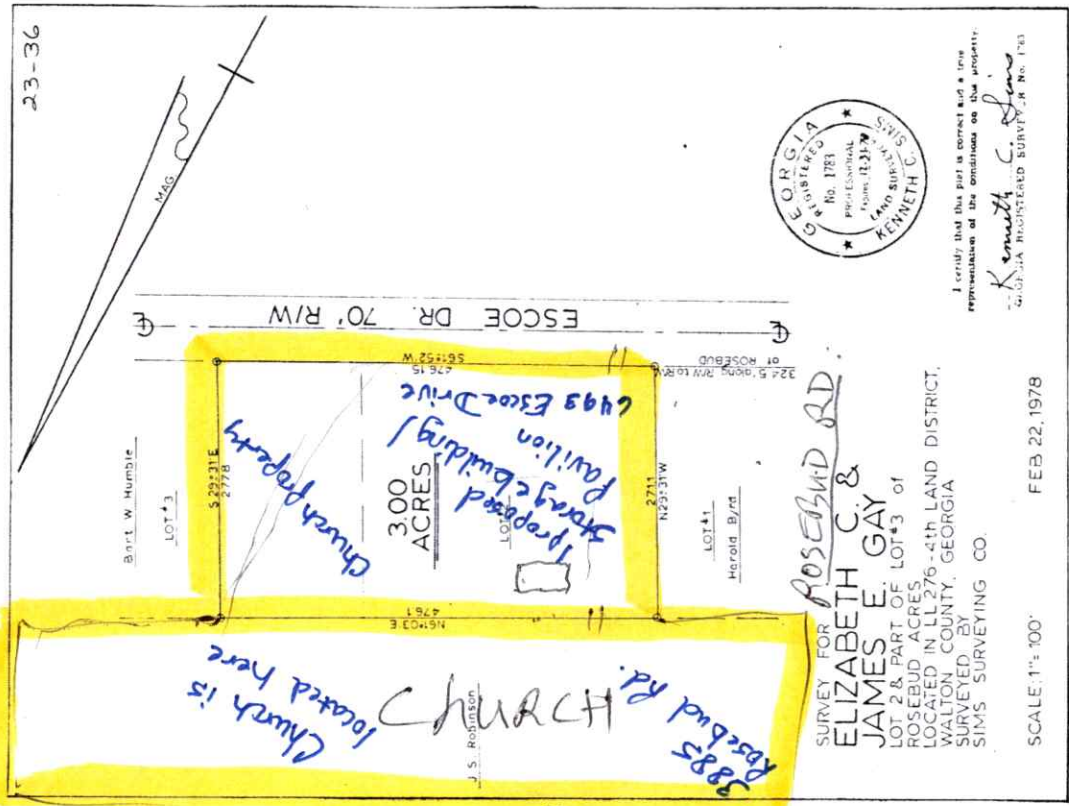
+1-877-272-8276

sales@steelbuildingsandstructures.com

ORDER REFERENCE #	ORDER DATE	BUILDING TYPE
90aca5d9-07a7-40b3-8fd9-241aab2ed0c6	April 25, 2022, 3:14 p.m.	Carport

CUSTOMER INSTALLATION	PHONE	EMAIL	ADDRESS
Knanaya Catholic Association of GA Knanaya Catholic Association of GA	4044374602	jacksonkudilil@gmail.com	6493 Escoe Drive Loganville, GA 30052
CUSTOMER BILLING	PHONE	EMAIL	ADDRESS
KCAG KCAG	4044374602	dkshedsloganville@gmail.com	6493 Escoe Drive Loganville, GA 30052
DEALER	PHONE	EMAIL	ADDRESS
Angela R D & K Sheds	17704666619	dkshedsloganville@gmail.com	2985 HWY 78 Loganville, GA 30052
CUSTOMER NOTES	<b>DEALER NOTES</b>		



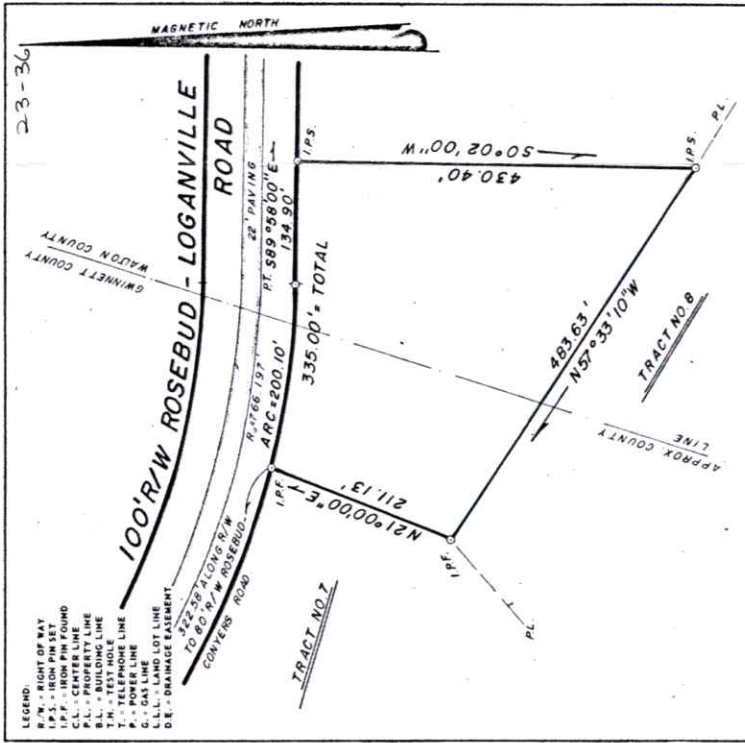


I certify that this plat is correct and a true representation of the conditions on the property.  
 Kenneth C. Sims  
 GEORGIA REGISTERED SURVEYOR No. 1783

SURVEY FOR ROSEBUD RD.  
 ELIZABETH C. &  
 JAMES E. GAY  
 LOT 2 & PART OF LOT #3 of  
 ROSEBUD ACRES  
 LOCATED IN LL 276-4TH LAND DISTRICT,  
 WALTON COUNTY, GEORGIA  
 SURVEYED BY  
 SIMS SURVEYING CO.

SCALE: 1" = 100'  
 FEB 22, 1978

RECORDED  
 This 15 day of March, 1978  
 Thomas S. Esteban  
 Clerk, Walton Superior Court



SURVEY FOR: <b>A. H. STEPHENS</b> LAND LOT 275 of the 4TH DISTRICT COUNTY OF WALTON, STATE OF GA. DATE: FEBRUARY 27, 1978 2.732 ACRES HANSON, WELLS & BARKELL SURVEYORS & ENGINEERS, INC. 238 BUFORD DRIVE CANTONVILLE, GEORGIA 30145 TELEPHONE 883-7115	
IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLACED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE STATUTE STANDARDS AND REQUIREMENTS OF LAW. 108 88 - 67172-78 C.E. FILE NO. 10791	

RECORDED  
 This 16 day of March, 1978  
 Thomas S. Esteban  
 Clerk, Walton Superior Court

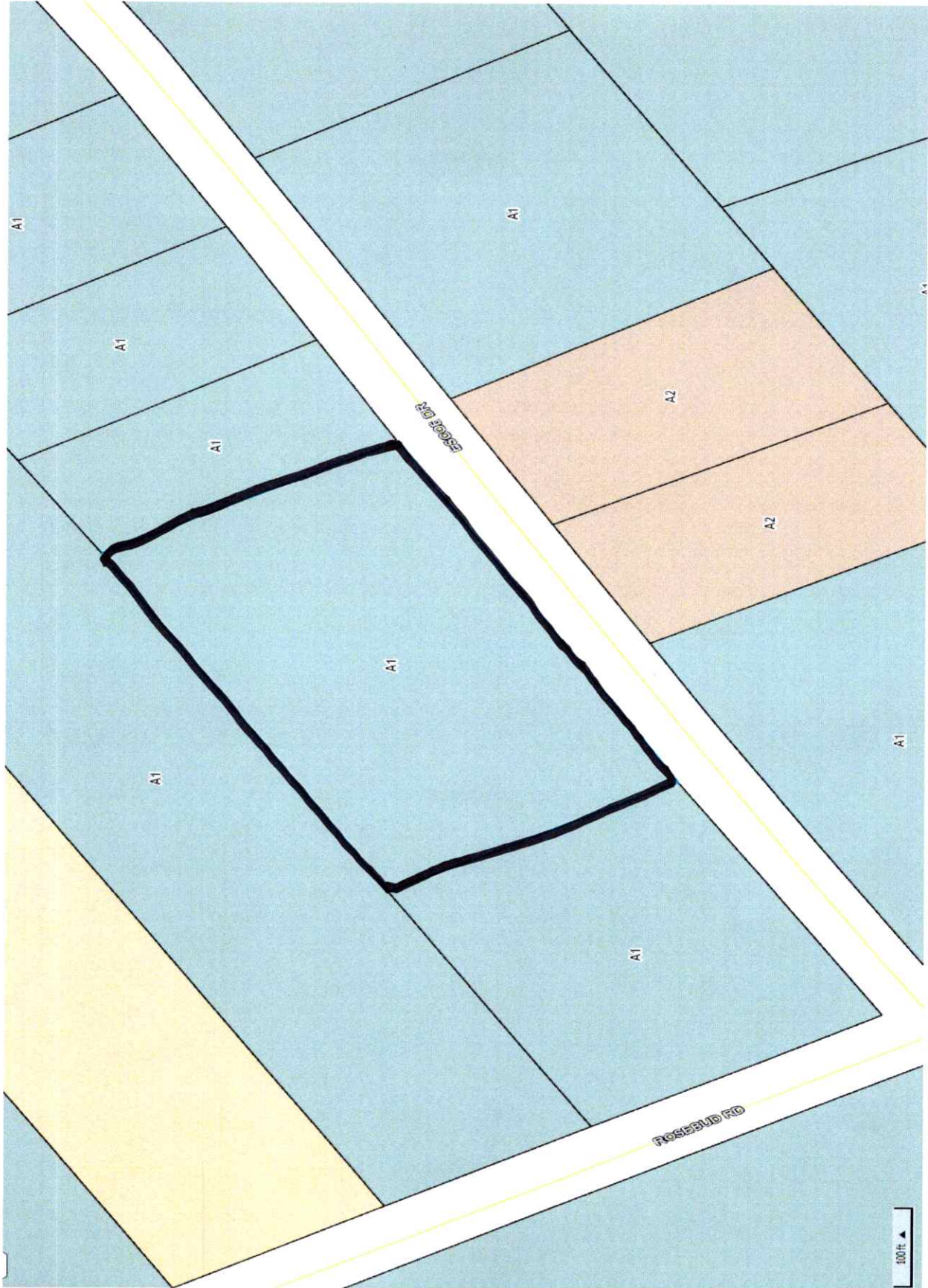
CU22040021 – 6493 Escoe Drive



CU22040021 – 6493 Escoe Drive



CU22040021 – 6493 Escoe Drive



CU22040021 – 6493 Escoe Drive



# Conditional Use CU22040022

## Staff Analysis

Commission District: **4 - Bradford**

Planning Commission Hearing Date: **06-02-2022**

Board of Commissioners Hearing Date: **07-12-2022**

**Parcel ID: Map C0790113**

**Acreage: 16.58**

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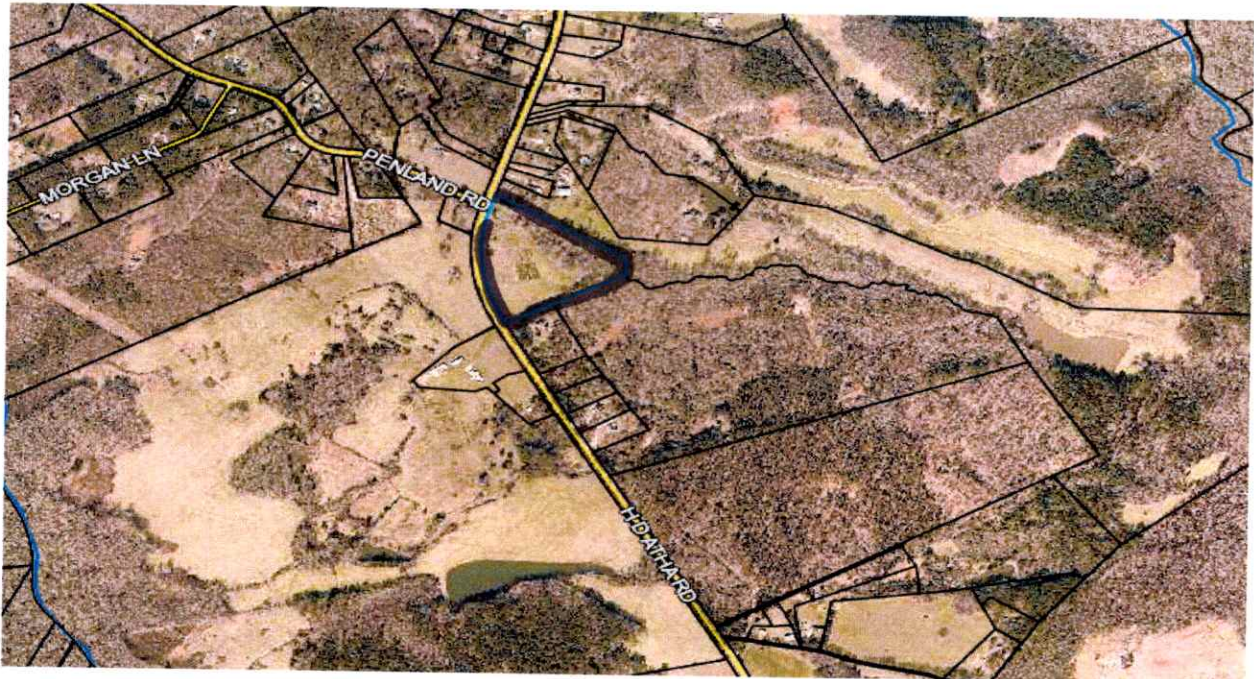
**Applicants/Owners:**

**Tim and Leah Keel**

**3270 H D Atha Road**

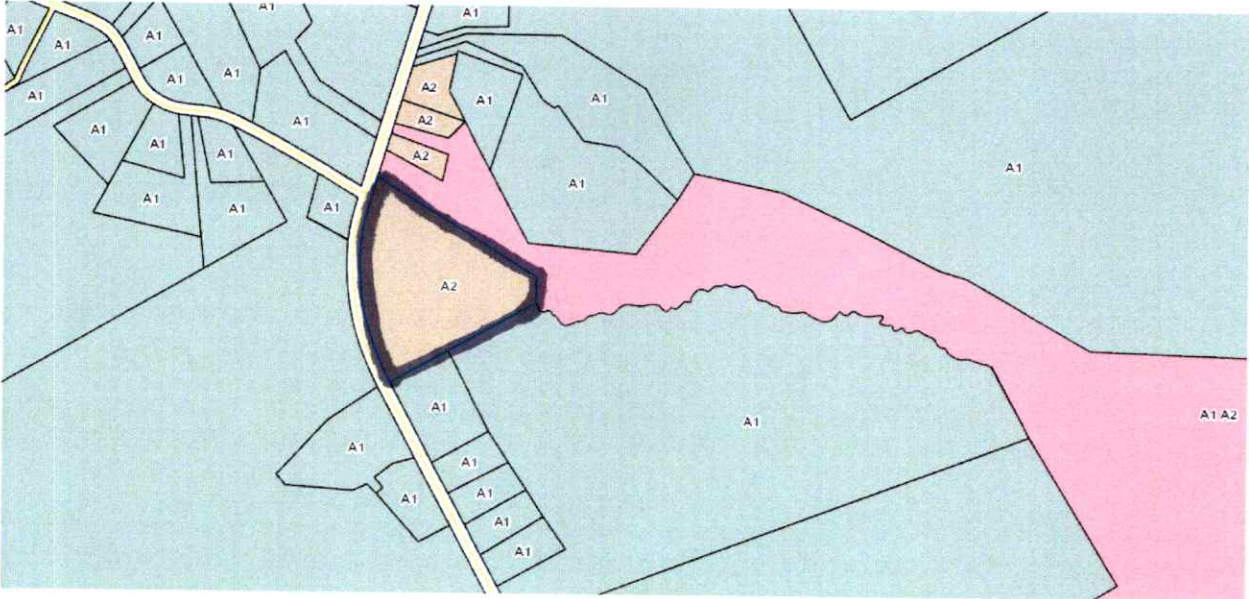
**Covington, GA 30014**

**Property Location:** 3270 H D Atha Road



**Current Character Area:** Suburban

**Current Zoning:** A



**Request:** Conditional Use for Vacation Camp – No more than 3 silos added as “cabins” for people to come and enjoy & experience farm life which is known as “Agritourism”.

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
721214	Recreational and Vacation Camps (except Campgrounds)		C														

**Site Analysis:** The 16.58 acre tract of land is located on 3270 H D Atha Road. The surrounding properties are zoned A, A1 and A2.

**Zoning History:**

Z14020008	Tim & Leah Keel	A-2 to A	C079-113	Approved Cond.
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		Agri Use	3270 H.D. Atha Road	
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**Character Area:** The character area for this property is Suburban.

**Comments and Recommendations from various Agencies:**

**Public Works:** Public Works recommends a commercial driveway if there is customer contact and a business is operating.

**Sheriffs' Department:** No impact to Walton County Sheriff's Office.

**Water Authority:** This area is served by an existing 20" diameter water main along on HD Atha Road. (static pressure: 130 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** Walton County Fire Rescue has no issues.

**Fire Code Specialist:** Will have no impact. They shall comply with all fire codes in respect to their establishment if applicable.

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

**Development Inspector:** No comment received.

**DOT Comments:** Will not impact GDOT

**Archaeological Information:** No comment received.

**PC ACTION 6/2/2022:**

- 1. Conditional Use CU22040022 – Conditional Use on 16.58 acres for Agritourism-Applicants/Owners: Tim & Leah Keel-Property located at 3270 H D Atha Rd-Parcel C0790113-District 4.**

**Presentation:** Tim Keel represented the case and stated that they would like to build silos for people who would like to visit the farm. They have privacy landscape and they have planted 130 blueberry trees and would like to have a u-pick blueberry farm.

**Speaking:** None

Josh Ferguson verified that this is not intended for an event facility and only for overnight guests and Mr. Keel stated that was correct.

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

Conditional Use Application # CU22040022

Item 4.3.

Historic Courthouse  
111 S. Broad St.  
2nd Floor

Planning Comm. Meeting Date 6-2-2022 at 6:00PM held at **WC Board of Comm. Meeting Room**  
 Board of Comm Meeting Date 7-12-2022 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** C0790113

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Tim and Leah Keel</u>	<u>same</u>
<u>3270 HD Atha Rd</u>	
<u>Covington, GA 30014</u>	
E-mail: <u>keelsfarm@yahoo.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>(678) 300-1477-Leah</u>	Phone # <u>(678) 300-2907-Tim</u>
Location <u>3270 HD Atha Rd</u>	Present Zoning <u>A2</u> Acreage <u>16.58</u>
Existing Use of Property: <u>Tree Farm</u>	
Existing Structures: <u>Main house and barn</u>	
Property is serviced by:	
Public Water: <input checked="" type="checkbox"/>	Provider: <u>Wilton Co. Water Dept.</u> Well: <input checked="" type="checkbox"/>
Public Sewer: _____	Provider: _____ Septic Tank: <input checked="" type="checkbox"/>

The purpose of this conditional use is: Vacation camp - No more than 3 Silos added as "cabins" for people to come and enjoy & experience farm life which is known as "Agritourism"

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: Leah Keel Date: 4-28-22 Fee Paid: \$300.00

**Public Notice sign will be placed and removed by P&D Office**  
 Signs will not be removed until after Board of Commissioners meeting

**Office Use Only:**

Existing Zoning A Surrounding Zoning: North A1 A2 South A1  
 East A1 West A1 A2

Comprehensive Land Use: Suburban

Commission District: 4-Bradford Watershed: \_\_\_\_\_

I hereby withdraw the above application \_\_\_\_\_ Date: \_\_\_\_\_

### Standard Review Questions:

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

#### Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. *There are mature trees on the adjacent property line. We will be adding evergreen privacy trees that we grow down the line to add even more privacy for our neighbors and future guests.*
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. *We will be utilizing only one entrance.*
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. *A parking area will be provided.*
4. Public facilities and utilities are capable of adequately serving the proposed use. *Walton EMC and Walton Co. Water Dept. are currently serving our farm. We also have a drilled well.*
5. The proposed use will not adversely affect the level of property values or general character of the area. *We chose to use grain silos because they are built for farms and will fit aesthetically in our field. We already have a grain bin and antique truck as decoration at our main entrance.*

- Parking
- ⊗ Privacy Trees
- Ⓛ Water Meter
- Ⓛ Walton EME
- Entertainment Area  
Will have adirondack chairs  
and a small fire pit.



**KEEL'S FARM  
3270 H D ATHA ROAD  
COVINGTON, GA 30014  
(678)300-2907**

April 28, 2022

Walton County Planning and Development  
Monroe, Georgia

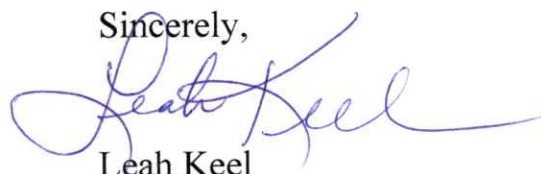
RE: Letter of Intent  
3270 H D Atha Road  
Covington, GA 30014

To whom it may concern:

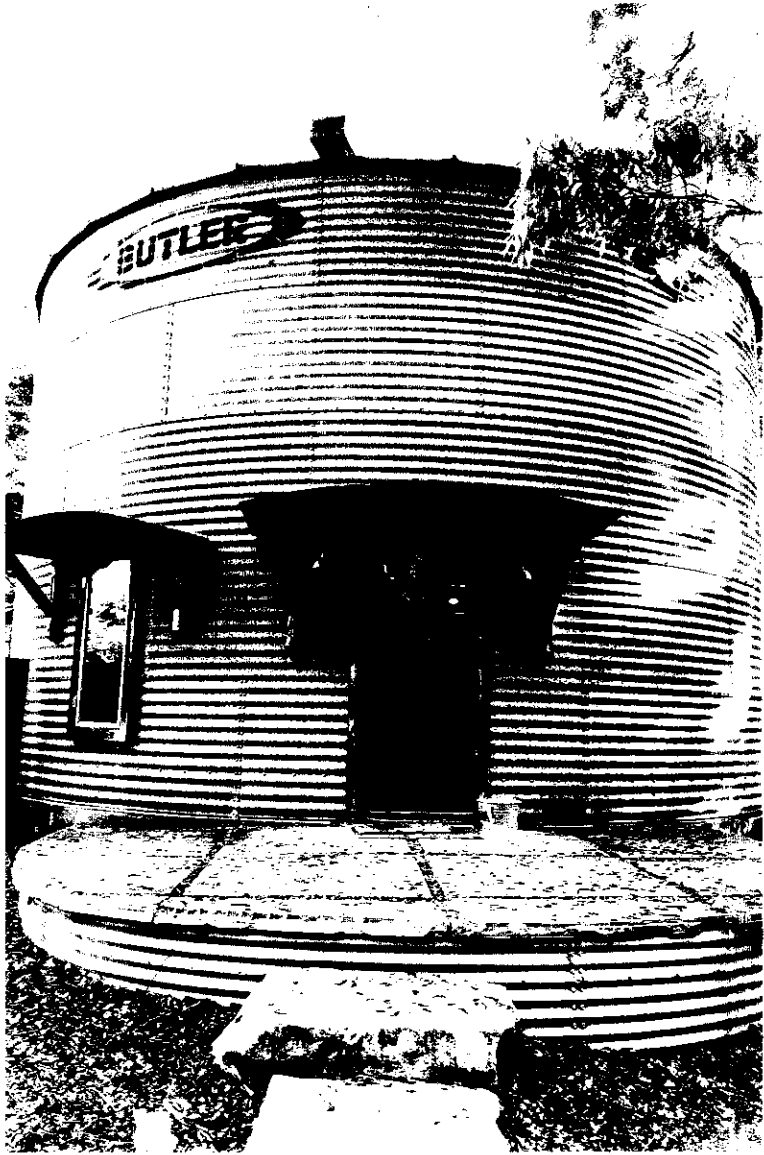
We own 16.58 acres on H D Atha Road where we have a tree farm and nursery. We purchased the property in October of 2013 and made it our permanent residence in July of 2016. Since 2013, we have continued to expand our farm and the public has expressed how much they enjoy coming to visit us. We are members of Georgia Grown and Agritourism Program and are listed in the directory so that people throughout the state will know there is a small tree farm near Monroe, Georgia that is open to the public. We would like to offer farm stays for those folks who would like to learn about tree farming and experience life on a small farm.

In order for folks to come and stay with us, we need a place for them to stay. After doing some investigating, we have found that we can build silos on our farm and finish them on the inside like a home. We visited a gentleman in north Georgia who lives in a silo and builds them for other people. There is a grain bin and antique truck at the main entrance of our field and the silos will fit aesthetically with what we already have on the property and be a new experience for our visitors. This will not be for extended stays. Tim and I hope that you will approve our request so that we can invite people from all over to come visit not only our farm but visit Monroe, Georgia as part of agritourism in our area.

Sincerely,

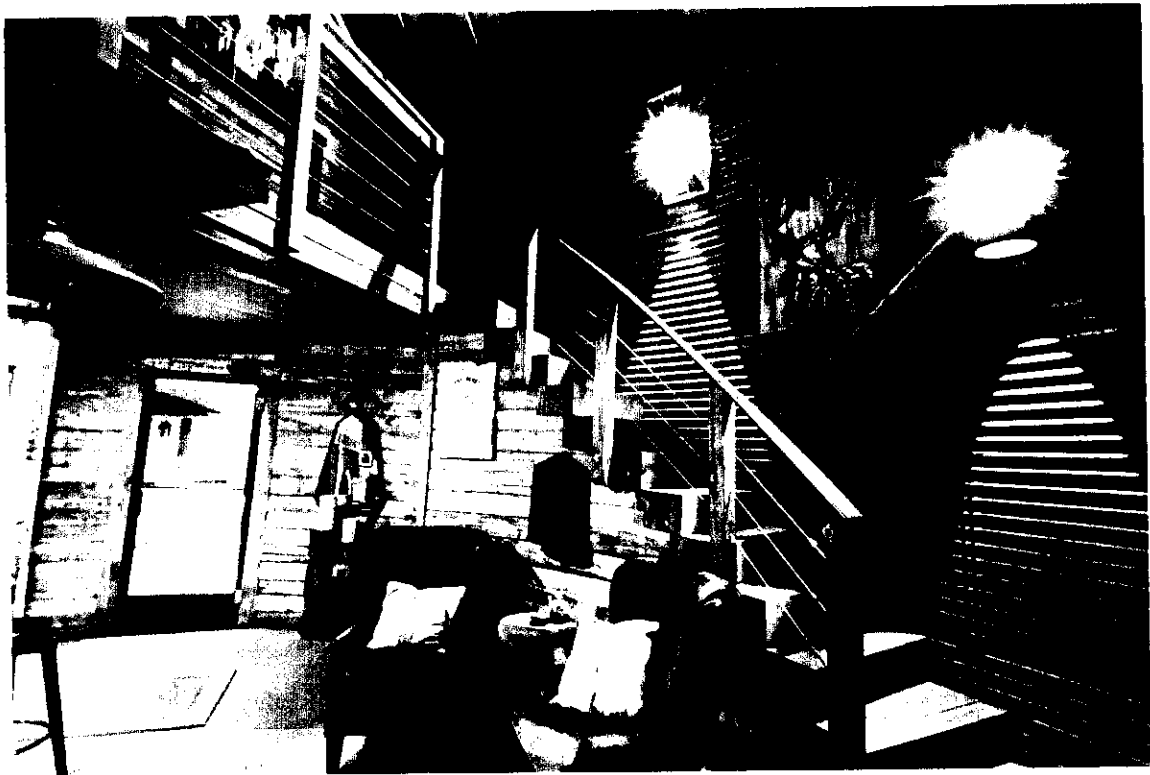


Leah Keel











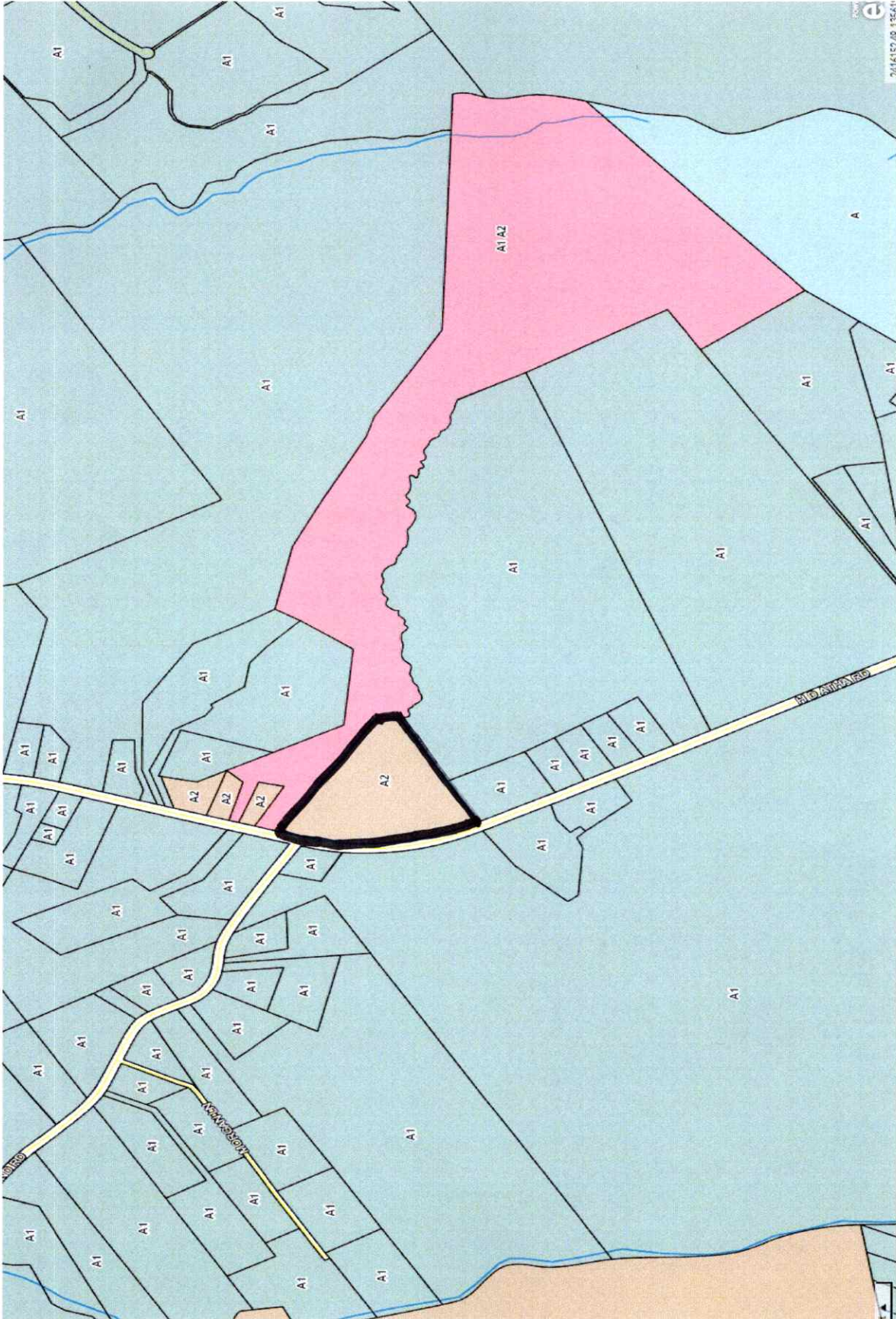
CU22040022 - 3270 H D Atha Road



CU22040022 – 3270 H D Atha Road



CU22040022 – 3270 H D Atha Road



**STAFF REPORT**

**PC Meeting: 6/2/2022**

**BOC Meeting: 7/12/2022**

**Case CU22040022 – Conditional Use on 16.58 acres for a Vacation Camp (No more than 3 silos added as “cabins” for people to come and enjoy & experience farm life which is known as “Agritourism”).**

**Applicants/Owners: Tim and Leah Keel**

**Current Zoning: A**

**Map Numbers: C0790113**

**Acreage: 16.58 acres**

**Commission District 4: Commissioner Lee Bradford**

**Planning Commission: Brad Bettis**

**Site Analysis:** The 16.58 acre tract of land is located on 3270 H D Atha Road. The surrounding properties are zoned A1 and A2.

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
721214	Recreational and Vacation Camps (except Campgrounds)		C														

## **Errata #2 Amend Article 6 to better define campgrounds and RV parks/Vacation Camps**

### **Recreational Parks and Vacation Camps (19) (allowed as a conditional use in the “A” zoning)**

NAICS 721214 Recreational and vacation camps comprises establishments primarily engaged in operating overnight recreational camps, such as children's camps, family vacation camps, hunting and fishing camps, and outdoor adventure retreats, that offer trail riding, white water rafting, hiking, and similar activities. These establishments provide accommodation facilities, such as cabins and fixed campsites, and other amenities, such as food services, recreational facilities and equipment, and organized recreational activities.

- A. The number and location of access drives shall be controlled for traffic safety and protection of surrounding properties; no camping or trailer space shall be designed for direct access to a street outside the boundaries of the park, and the principal interior access drives shall be at least 30 feet in width, dust free or treated to reduce dust.
- B. The minimum area for a trailer or camping site shall be maintained in accordance with the approved plan and with corners of each site visibly marked and numbered by a permanent marker.
- C. The park or campground shall be surrounded by a landscaped strip of open space 100 feet wide along the street frontage and 50 feet wide along all lot lines.

D. Proper provision shall be made for storage and refuse collection. Water and sanitary facilities, if provided, shall be subject to approval by the Walton County Health Department.

E. No camp patron shall be allowed to maintain and/or use the camping site or facilities of any camp permitted under this Section for a period longer than 90 days in any one calendar year.

### **Recreational Vehicle Park and Campgrounds(19) (allowed in B2 and conditional use in A, A1 and MHP)**

NAICS 721211 Recreational Vehicle Parks and Campgrounds comprises establishments primarily engaged in operating sites to accommodate campers and their equipment, including tents, tent trailers, travel trailers, and RVs (recreational vehicles). These establishments may provide access to facilities, such as washrooms, laundry rooms, recreation halls, playgrounds, stores, and snack bars. Example of uses Campgrounds, campsites, RV and travel trailer campsites.

A. Recreational Vehicle Parks. In any district where recreational vehicle parks are permitted, the applicant shall submit a layout of the park subject to the following conditions:

1. No recreational vehicle park shall be located except with direct access to a county, state or federal highway, with a minimum lot width of not less than fifty feet for portion used for entrance and exit. No entrance or exit shall be through a residential district, or shall require movement of traffic from the park through a residential district.
2. The minimum lot area per park shall be five (5) acres.



3. The park shall be surrounded by a landscaped strip of open space 100 feet wide along the street frontage and 50 feet wide along all lot lines
4. Spaces in recreational vehicle parks may be used by recreational vehicles provided they meet any additional laws and ordinances of the County and shall be rented by the day or week only, and a recreational vehicle occupying the same space shall remain in the same park for a period of not more than thirty days.

B. Management headquarters, recreational facilities, toilets, showers, laundry facilities and other uses and structures customarily incidental to operation of a park are permitted as accessory uses in any district in which parks are allowed, provided:

1. Such establishments and the parking area primarily related to their operations shall not occupy more than ten (10) percent of the area of the park.
2. Such establishments shall be restricted in their use to occupants of the park.
3. Such establishments shall present no visible evidence of their commercial character that would attract customers other than occupants of the park.

F. No space shall be so located that any part intended for occupancy for sleeping purposes shall be within eighty (80) feet of the right-of-way line of any county, state or federal road.

G. In addition to meeting the above requirements, the recreational vehicle park site plan shall be accompanied by a certificate of approval of the Walton County Health Department.

# Rezone Z22040008 Staff Analysis

Commission District: 3 - Shelnett

Planning Commission Hearing Date: 06-02-2022

Board of Commissioners Hearing Date: 07-12-2022

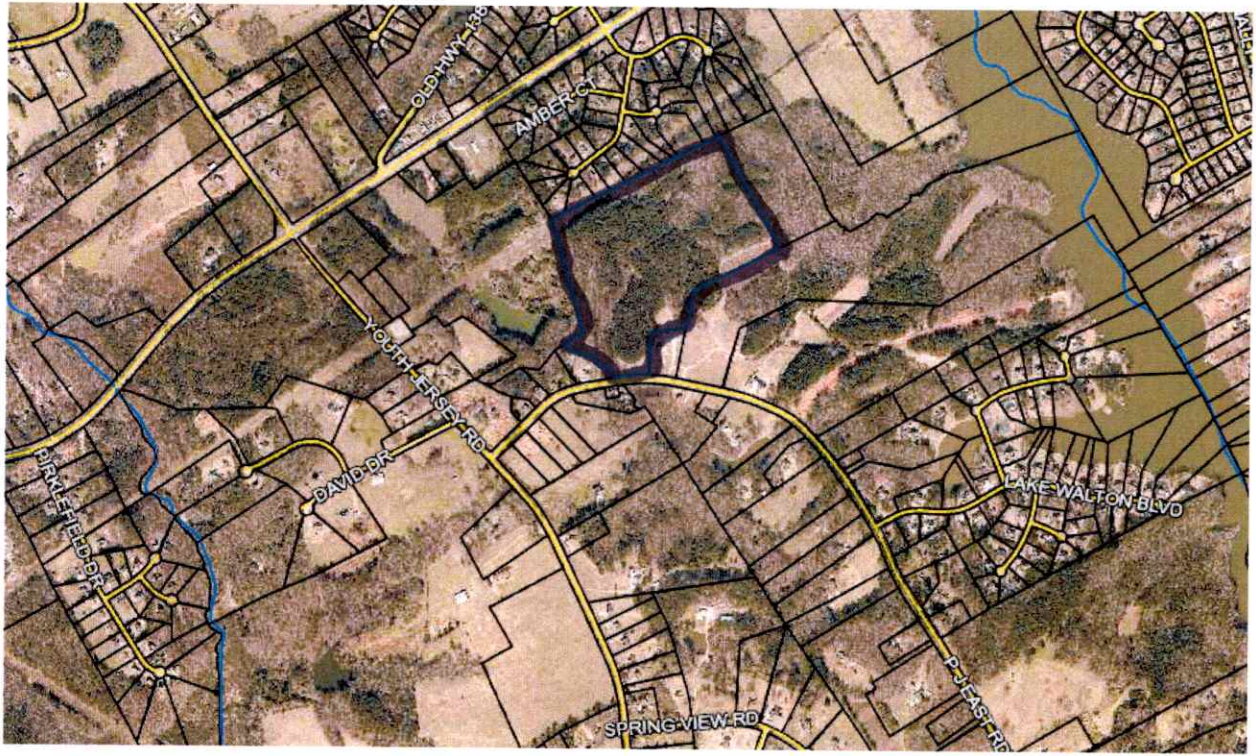
Parcel ID: Map C0640100K00

Acreage: 54.00

**Applicant:**  
JMJMS Properties LLC  
137 Main Street  
Jersey, Georgia 30018

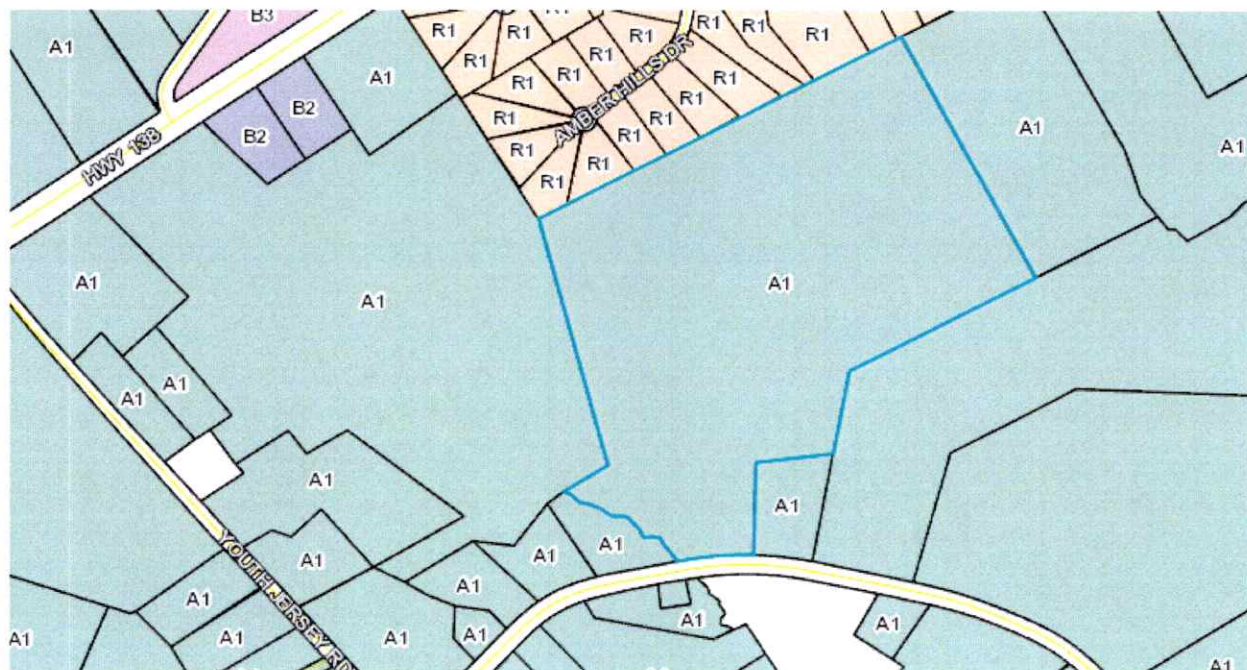
**Owner:**  
Whitley Construction LLC  
2597 Mount Paran Church Road  
Monroe, Georgia 30655

**Property Location:** P.J. East Road



**Current Character Area:** Suburban

**Current Zoning:** A1



**Request:** Rezone 54.00 acres from A1 to R1 to create a subdivision with 37 lots.

**Staff Comments/Concerns:**

**Site Analysis:** The 54.00 acre tract is located on P.J. East 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:**

**Public Works:** Recommends a proper A-cell and De-cell lane be installed.

**Sheriffs' Department:** Walton County's population is approximately 99853 with about 34799 households. The average number of people per household is 2.9. The Walton County Sheriff's Office responded to 49336 calls for service in the year 2021. On average this would increase calls for service by 52 calls per year. The population would increase to an average of 107 residents in Walton County.

**Water Authority:** This area is served by an existing 8" diameter water main along PJ East Road (static pressure: 120 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). A new 8" water main will be required to distribute water within the development. Please coordinate with WCWD.

**Fire Department:** Any new residential construction will have a direct effect on the number of emergency calls handled by the Walton County Fire Department. An increase in the population that comes from residential development also increases the need for emergency services.

**Fire Code Specialist:** Will have no impact. They shall comply with all fire codes in respect to their establishment if applicable.

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

**Development Inspector:** No comment received.

**DOT Comments:** Will not impact GDOT

**Archaeological Information:** No comment received.

**PC ACTION 6/2/2022:**

**Rezone – Z22040008 – Rezone 54.00 acres from A1 to R1 to create a subdivision– Applicant: JMJMS Properties LLC/Owner: Whitley Construction LLC– Property located on P J East Rd-Map/Parcel C0640100K000 – District 3.**

**Presentation: Mark Cash represented JMJMS Properties LLC. They would like to rezone 54 acres from A1 to R1 for a subdivision. Mr. Cash stated that this subdivision will increase home values in the area.**

**Speaking: None**

**Recommendation: John Pringle made a motion to recommend approval as submitted with a second by Wesley Sisk. The motion carried unanimously.**

# Rezone Application # Z22040008 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 06-02-2022 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**

Board of Comm Meeting Date 07-12-2022 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** C0640100K00

**Applicant Name/Address/Phone #**

**Property Owner Name/Address/Phone**

JMJMS Properties LLC

Whitley Construction LLC

137 Main Street

2597 Mount Paran Church Rd.

Jersey, Ga 30018

Monroe Ga. 30655

E-mail address: \_\_\_\_\_

(If more than one owner, attach Exhibit "A")

Phone # 770-728-4527

Phone # 770-855-7218

Location: P.J. East Rd. Requested Zoning R1 Acreage 54.0

Existing Use of Property: Single Family Residence

Existing Structures: None

The purpose of this rezone is Increase number of lots to 37 total

Property is serviced by the following:

Public Water:  Provider: Walton County Well: \_\_\_\_\_

Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank:

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

Signature [Signature] Date 4/6/22 Fee Paid \$ 550.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North A1 South A1  
East A1 West A1

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

Commission District: 3-Shelnett Watershed: \_\_\_\_\_ TMP

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.

Name of Applicant: Daniel Johnson

Address: 137 Main Street, Jersey Ga. 30018

Telephone: 678-788-

Location of Property: P.J. East Rd. touching the west side of the property at 494 P.J. East Rd.

Map/Parcel Number: C0640100K00

Current Zoning: A-1 Requested Zoning: R-1

Bruce Whitley  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Print Name: Bruce Whitley

Print Name: \_\_\_\_\_

Address: 2597 MT Paran Ch Rd

Address: \_\_\_\_\_

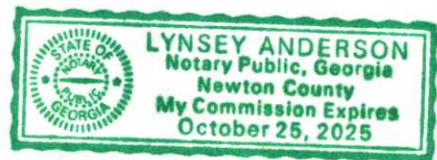
Phone #: 770-855-7218

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.

Lynsey Anderson  
Notary Public

3/31/2022  
Date





- 1) Existing uses and zoning of nearby property:  
All residential properties surround subject property include R-1 zoning on the northside with A-1 zoning surrounding the remainder of subject property.
- 2) The extent to which property values are diminished by the particular zoning restrictions;  
Zoning to the requested R-1 will greatly increase property values for subject property along with increasing values of surrounding properties. The Current A-1 zoning of subject property greatly diminishes the property value.
- 3) The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals, and general welfare of the public:  
There are no perceived destruction of property values for the rezoning and development of subject property.
- 4) The relative gain is to the public, as compared to in the hardship imposed upon the individual property owner;  
As new, responsible, and quality growth comes to this community, so comes this upscale community that will significantly add to Walton County's tax base which will promote a better quality of life and improve the general welfare of Walton County citizens who reside in this area. As Walton County grows with new industry, this development will provide the housing needed to sustain a future workforce.
- 5) The suitability of the subject property for the zoned purposes: and  
The subject property is best suitable for the proposed use as a residential subdivision being that it will be served by public water and adequate road infrastructure. Both, the 2017 and the proposed 2022 Walton County Comprehensive Land Use Plans have designated adjacent land as a highway corridor district and suburban in character.

- 6) The length of time the property has been vacant as zoned considered in the land development of the area in the vicinity of the property;  
Subject property has been zoned A-1 for 10 years per previous owner's, Thomas Knight, statement.

LETTER OF INTENT

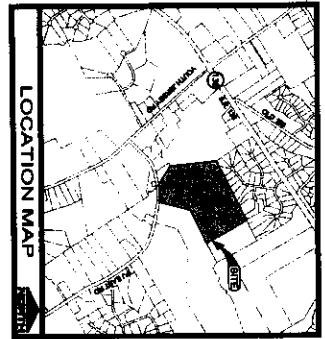
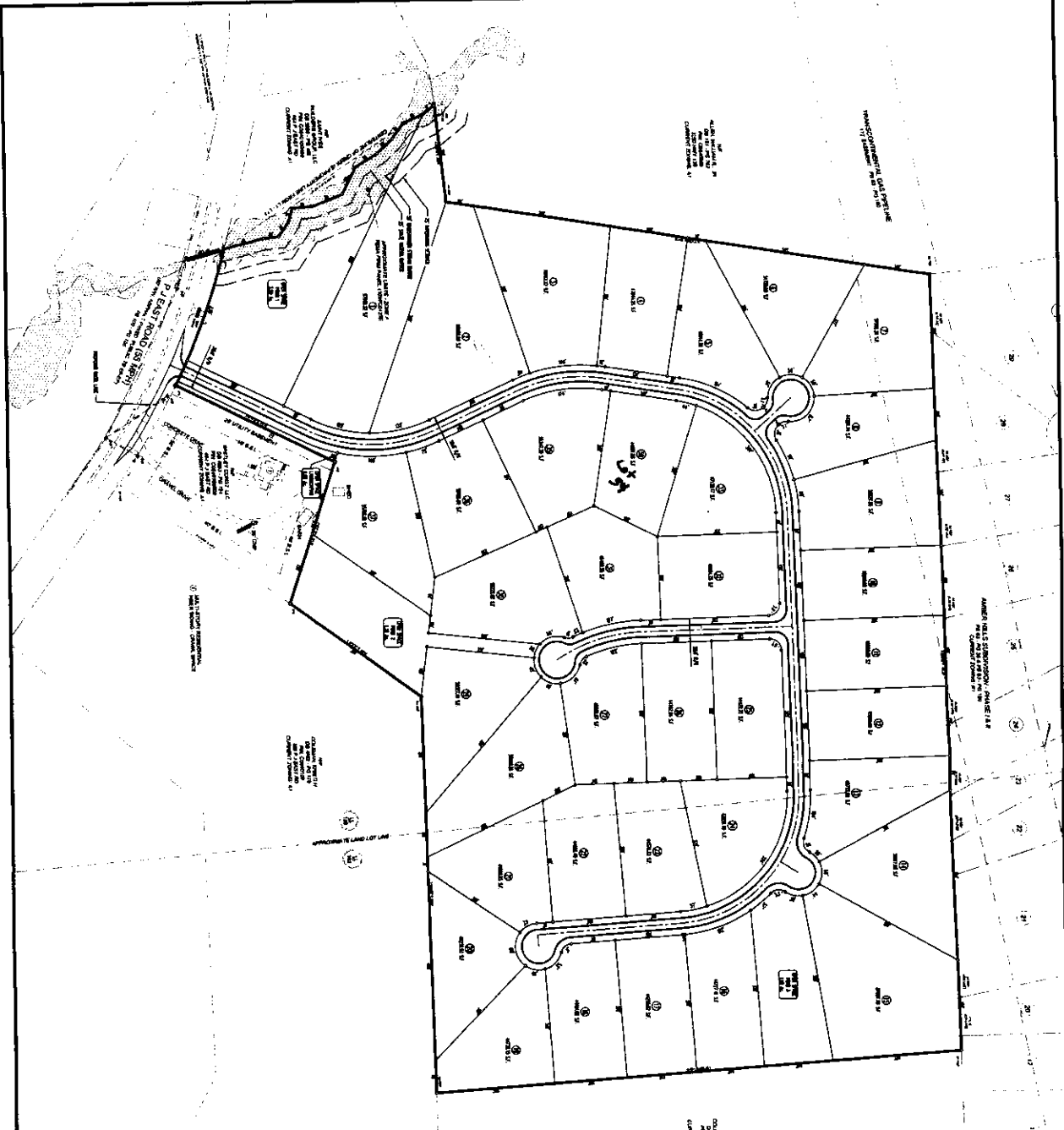
KNIGHTS LANDING

P.J. EAST ROAD

PARCEL ID C0640100K00

We would like to have the zoning of the 54 Acres track of land located on P.J. East Road, Parcel ID # C0640100K00, changed from A-1 to R-1. This will be to accommodate a prospective 37 lot subdivision.

We are asking for no conditions other than what accompanies the R-1 zoning to be attached to this application.

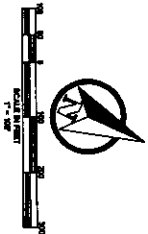


\* NOT FOR RECORDING \*

CONTRACT NO. 103-128  
 PROJECT NO. 103-128  
 SHEET NO. 103-128

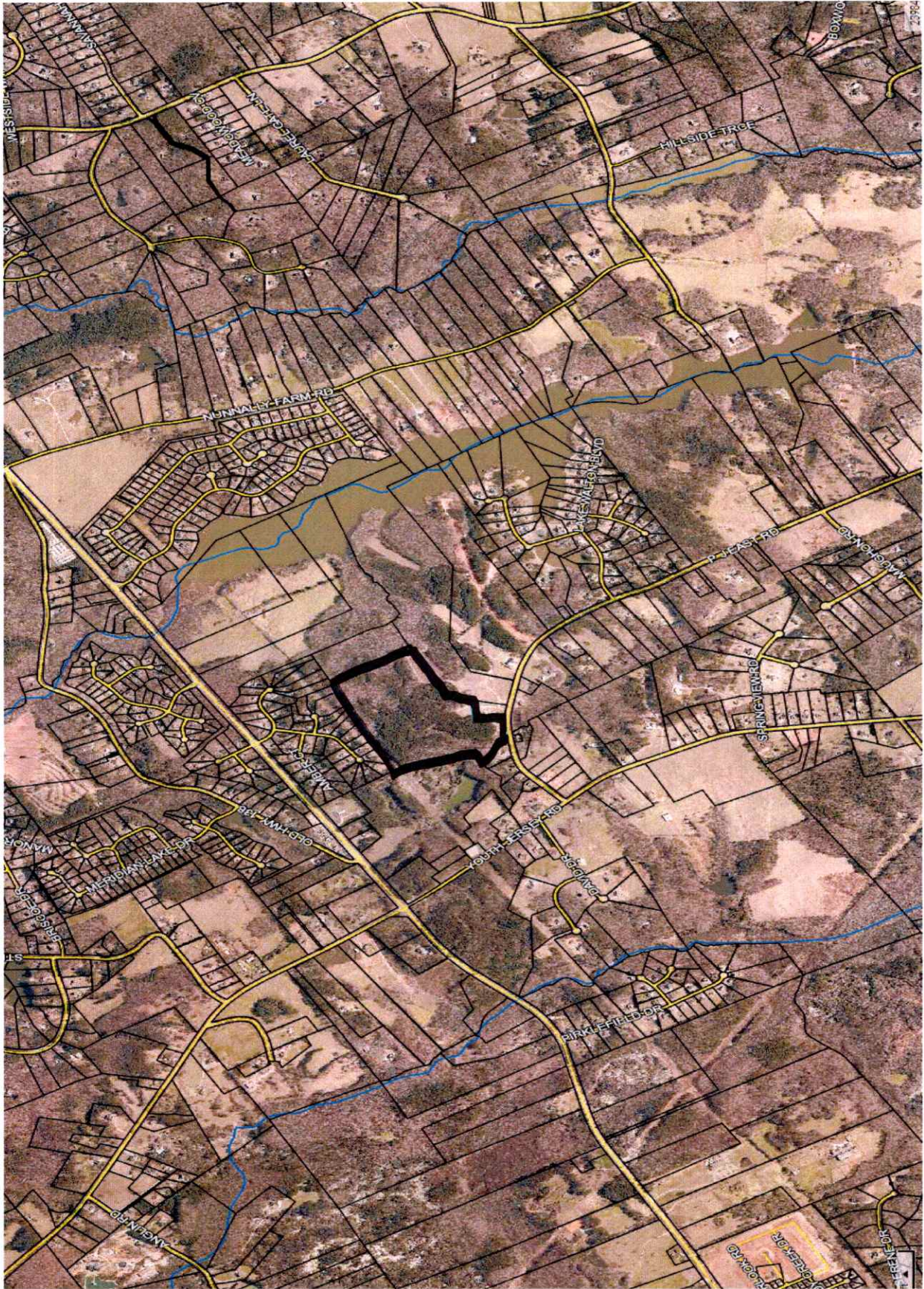
**GENERAL NOTES:**  
 1. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE OF WALTON COUNTY, GEORGIA.  
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.  
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM THE APPLICABLE OWNERS.  
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE APPLICABLE OWNERS.  
 5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE AGENCIES.  
 6. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE OWNERS.  
 7. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE AGENCIES.  
 8. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE OWNERS.  
 9. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE AGENCIES.  
 10. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE OWNERS.

- PROJECT NOTES:**
1. SITE OF DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE OF WALTON COUNTY, GEORGIA.
  2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.
  3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM THE APPLICABLE OWNERS.
  4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE APPLICABLE OWNERS.
  5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE AGENCIES.
  6. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE OWNERS.
  7. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE AGENCIES.
  8. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE OWNERS.
  9. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE AGENCIES.
  10. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE APPLICABLE OWNERS.



	<b>KNIGHTS LANDING</b>				PROJECT NO. 103-128 SHEET NO. 103-128
	LAND LOTS 103 & 128 BROKEN ARROW DISTRICT PARCEL ID: C0840100K00 WALTON COUNTY, GEORGIA				
REVISION DATE	No. DATE	No. DATE	No. DATE	No. DATE	No. DATE
23-011		C-0		21-088-28	

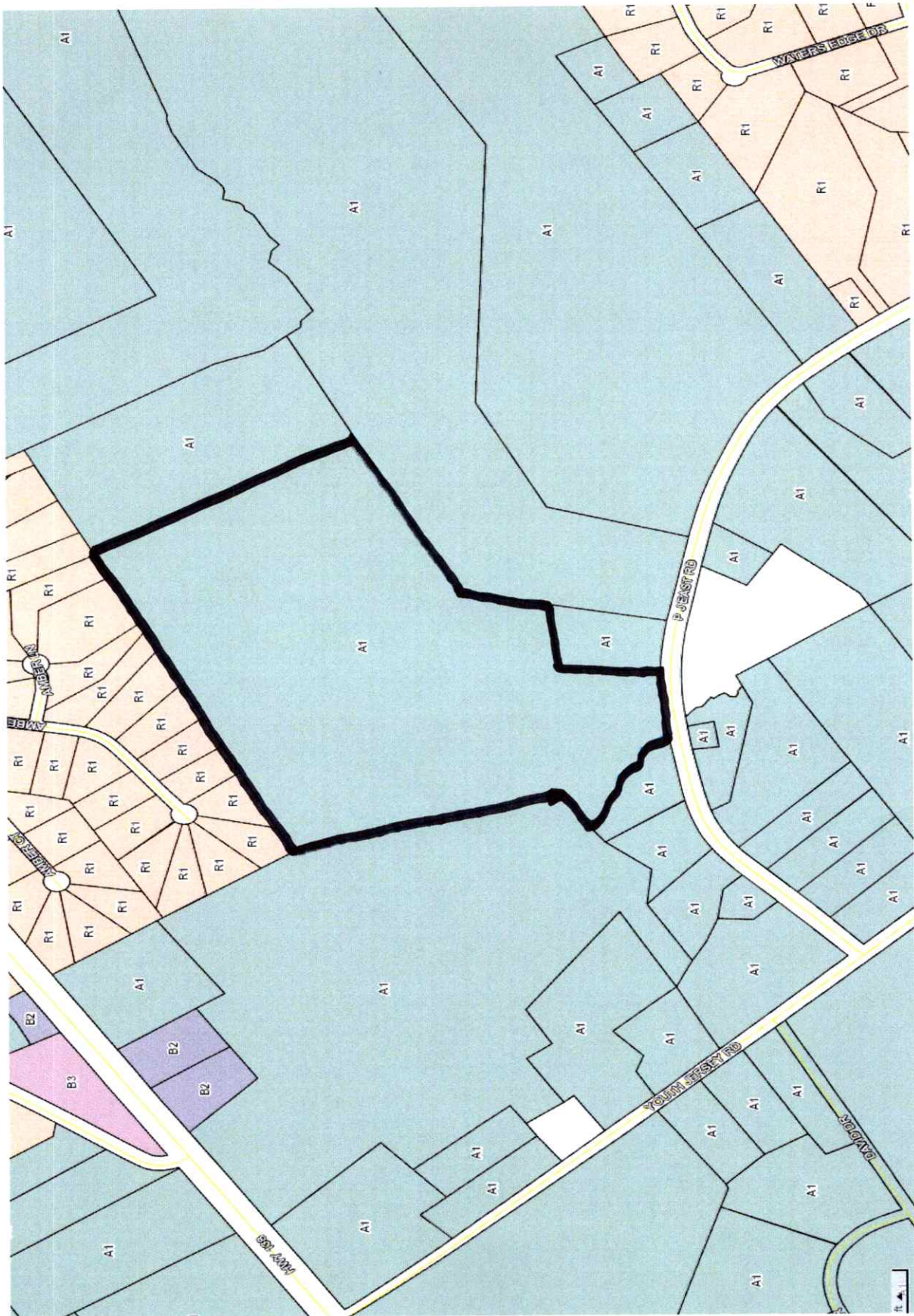
Z22040008 – P J East Road



Z22040008 – P J East Road



Z22040008 – P J East Road



**STAFF REPORT****PC Meeting: 6/2/2022****BOC Meeting: 7/12/2022****Case Z22040008 – Rezone 54.00 acres from A1 to R1 to create a subdivision with 37 lots.****Applicant: JMJMS Properties LLC****Owner: Whitley Construction LLC****Current Zoning: A1****Map Number: C0640100K00****Acreage: 54.00 acres****Commission District 3: Commissioner Timmy Shelnut****Planning Commission: John Pringle**

**Site Analysis:** The 54.00 acre tract of land is located on P.J. East Road. The surrounding properties are zoned A1 and R1.



# Rezone Z22050001 Staff Analysis

**Commission District: 4 - Bradford**

**Planning Commission Hearing Date: 06-02-2022**

**Board of Commissioners Hearing Date: 07-12-2022**

**Parcel ID: Map C0670019**

**Acreage: 2.27**

**Applicant:**  
**Sabrina Gauntt**  
**4571 Gauntt Road SE**  
**Oxford, Georgia 30054**

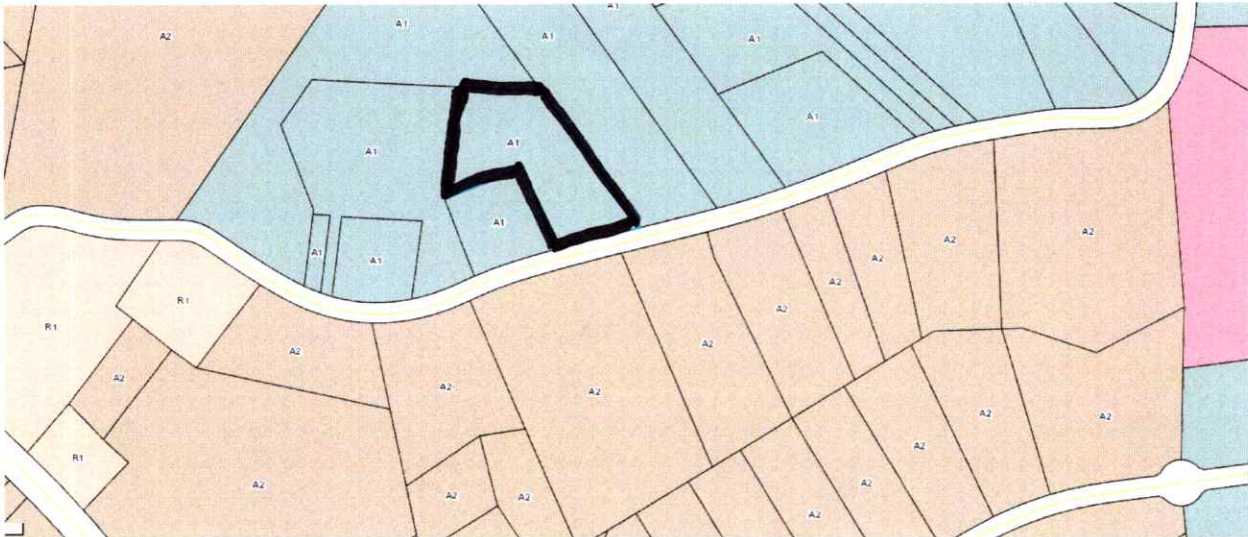
**Owner:**  
**Mary Gauntt (Deceased)**  
**Cathy Gauntt (Executor)**  
**4571 Gauntt Road SE**  
**Oxford, Georgia 30054**

**Property Location: 4571 Gauntt Road**



**Current Character Area: Rural Residential**

**Current Zoning: A1**



**Request: Rezone 2.27 acres from A1 to A to operate a non-profit rabbit rescue.**

**Staff Comments/Concerns:**

**Site Analysis: The 2.27 acre tract is located on 4571 Gauntt Road. The surrounding properties are zoned A1 and A2.**

**Zoning History: No History**

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

**Comments and Recommendations from various Agencies:**

**Public Works:**

**Sheriffs' Department:** No impact to Walton County Sheriff's Office.

**Water Authority:** This property is in the WCWD service area, however water service is not currently available at this property. If service is requested, please coordinate with WCWD.

**Fire Department:** Walton County Fire Rescue has no issues.

**Fire Code Specialist:** Will have no impact. They shall comply with all fire codes in respect to their establishment if applicable.

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

**Development Inspector:** No comment received.

**DOT Comments:** Will not impact GDOT

**Archaeological Information:** No comment received.

**PC ACTION 6/2/2022**

**Rezone – Z22050001 – Rezone 2.27 acres from A1 to A to operate a non-profit rabbit rescue– Applicant: Sabrina Gauntt/Owner: Mary Gauntt/Executor Cathy Gauntt– Property located on 4571 Gauntt Rd- Map/Parcel C0670019 – District 4.**

**Presentation:** Sabrina Gauntt represented case. She would like to do a non-profit rabbit rescue. She stated that these are domestic rabbits and they are pets. She stated that the rabbits are kept indoors and not outside. She stated that the rabbits are spade and neutered before they go through the adoption process.

Josh Ferguson asked about the margin about how many she would have and Ms. Gauntt stated 15 to 18 at the most. She also has foster homes that can take the overflow if needed.

**Speaking:** None

**Recommendation:** Pete Myers made a motion to recommend approval with a second by Josh Ferguson. The motion carried unanimously.

# Rezone Application # Z22050001 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 6-2-2022 at 6:00PM held at WC Board of Comm. Meeting Room

- 1115 Broad St. - 2nd floor

Board of Comm Meeting Date 7-12-2022 at 6:00PM held at WC Historical Court House

- 1115 Broad St. 2nd floor

**You or your agent must be present at both meetings**

Map/Parcel CDL70019

Applicant Name/Address/Phone #

Sabrina Gauntt  
4571 Gauntt Rd SE  
Oxford, GA 30054

E-mail address: gauntt.farmantics@gmail.com

Phone # 478-973-4717  
4571 Gauntt Road

Location: Same as above

Property Owner Name/Address/Phone

Mary Gauntt (Deceased)  
Executor:  
Cathy Gauntt  
4571 Gauntt Rd SE  
Oxford, GA 30054

(If more than one owner, attach Exhibit "A")

Phone # 470-362-1493

Requested Zoning A Acreage 2.27

Existing Use of Property: Residential

Existing Structures: House, shed

The purpose of this rezone is to operate non profit rabbit rescue

Property is serviced by the following:

Public Water: \_\_\_\_\_ Provider: \_\_\_\_\_ Well:

Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank:

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

Signature [Signature]

Date 5/1/2022

Fee Paid \$ 300.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1

Surrounding Zoning: North A1 South A2  
East A1 West A1

Comprehensive Land Use: Rural Residential **DRI Required?** Y \_\_\_\_\_ N

Commission District: 4-Bradford Watershed: Cornish Creek <sup>W-93</sup> TMP

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.

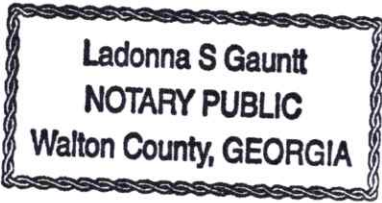
Name of Applicant: Sabrina Gauntt  
Address: 4571 Gauntt Rd SE Oxford GA 30054  
Telephone: 478-973-4717  
Location of Property: 4571 Gauntt Rd SE  
Oxford GA 30054

Map/Parcel Number: \_\_\_\_\_  
Current Zoning: A-1 Requested Zoning: A

<u>Cathy Gauntt</u> Property Owner Signature	_____	Property Owner Signature
Print Name: <u>Cathy Gauntt</u>	_____	Print Name: _____
Address: <u>4571 Gauntt Rd SE Oxford GA 30054</u>	_____	Address: _____
Phone #: <u>470-362-1493</u>	_____	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.

Ladonna S Gauntt 5/1/2022  
Notary Public Date  
Term of Office Expires 21st day of November, 2025





**LETTERS TESTAMENTARY**

By Bruce E. Wright, Judge of the Probate Court of Walton County.

KNOW ALL WHOM IT MAY CONCERN:

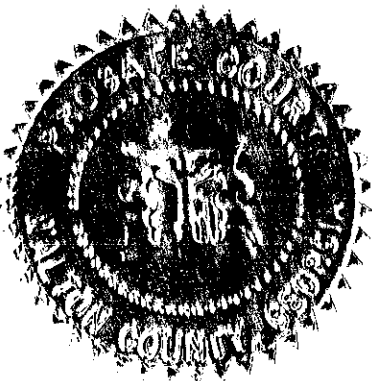
At a regular term of Probate Court, the Last Will and Testament dated November 11<sup>th</sup>, 2003, of

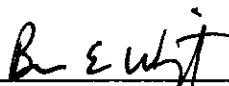
**Mary Lucille Gauntt,**

deceased, at the time of his or her death, a resident of the above County was legally proven in Solemn form and was admitted to record by order, and it was further ordered that **Cathy L. Gauntt A.K.A Catherine Louise Gauntt** named as Executrix in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executrix.

NOW, THEREFORE the said **Cathy L. Gauntt A.K.A Catherine Louise Gauntt** having taken the oath of office and complied with all necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of Executrix under the Will of said deceased, according to the Will and the law.

Given under my hand and official seal, the 13<sup>th</sup> day of February, 2019.



  
\_\_\_\_\_  
Bruce E. Wright, Judge  
Walton County Probate Court

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

**Provide written documentation addressing each of the standards listed below:**

- 1. Existing uses and zoning of nearby property;

unknown - N  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

The property is well suited for use  
as a domestic rabbit shelter with  
no significant changes required.

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

Not vacant

#### Article 4, part 4, Section 160 Standard Review Questions

Answer to question 4:

Rabbits are **the third most popular pet in America**, after cats and dogs, according to the Humane Society of the United States—and the third most abandoned.

Rabbits are the third most likely to be involved in hoarding cases.

Rabbit shelters prevent animals from getting hit by cars, being starved, and/or abused. It's a very valuable agency. It saves the taxpayers money by preventing damage to their persons and property while protecting animals as well. Examples include; rabbits digging burrows on personal property. A dog chasing a rabbit into a street and causing an accident or being hit by a car. Domestic rabbits destroy gardens while trying to survive.

Rabbit shelters partner with animal control and the city/ county and pull pets whose owners have not come, or who have been there and not been adopted OR who have medical needs the city shelter cannot meet, but which won't make them UNadoptable, but just need TLC. Rabbit shelters are also available to alleviate the overabundance of rabbits taken in or seized from hoarding cases.

Rabbit shelters provide medical treatment for every pet who comes through the door...a vet check, basic shots, and first aid all the way up to surgery. Meaning if someone finds a hurt rabbit on the street, they do not have to choose between leaving it or running up a vet bill they cannot pay.

Rabbit shelters provide a safe, clean place for owners to find their lost pets before they are hit by cars, stolen, sold, attacked by other animals, poisoned, etc.

Rabbit shelters provide a safe place for people to find a new pet.

Rabbit shelters provide a safe place for pets to be held in "protective custody" if owners are unhomed by fire or natural disasters, in hospital and have no one to care for the pets, in jail for short periods, or if pets are in a dispute about cruelty, neglect, etc. or some other legal issue.

Rabbit shelters provide a place where people can surrender pets they cannot keep where the pets will have a CHANCE at adoption....instead of moving and leaving the pet behind, leaving it on the side of the road, giving it away to bad folks online, or worse.

## Letter of Intent

It is our intention to request a rezoning of our property located at 4571 Gauntt Road in Oxford Georgia in order to run a responsible rabbit rescue. We have received our 501-c3 status under Gauntt Farm Antics Rabbit Rescue Inc. The rescue takes in discarded, abused and abandoned domesticated rabbits and rehabilitates them for adoption. All rabbits that come into our rescue are spayed / neutered and vaccinated. We house all our rabbits inside ensuring their safety and preventing any negative impact to our neighbors. Because this is a private rescue and adoptions will be conducted mainly off property there will be limited traffic associated with our operations.



**Department of the Treasury**  
**Internal Revenue Service**  
**Tax Exempt and Government Entities**  
 P.O. Box 2508  
 Cincinnati, OH 45201

GAUNTT FARM ANTICS RABBIT RESCUE  
 C/O SABRINA GAUNTT  
 4571 GAUNTT RD SE  
 OXFORD, GA 30054

**Date:**  
02/03/2022

**Employer ID number:**  
87-3518624

**Person to contact:**  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500

**Accounting period ending:**  
December 31

**Public charity status:**  
170(b)(1)(A)(vi)

**Form 990 / 990-EZ / 990-N required:**  
Yes

**Effective date of exemption:**  
October 21, 2021

**Contribution deductibility:**  
Yes

**Addendum applies:**  
No

**DLN:**  
26053719008661

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
 Director, Exempt Organizations  
 Rulings and Agreements

**Letter 947 (Rev. 2-2020)**  
 Catalog Number 35152P



# For Pet's Sake

*The Avian and Exotic Animal Hospital of Atlanta*

*1058 Mistletoe Road, Decatur, Georgia 30033*

*(404) 248-8977*

*ForPetsSake.com*

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To Whom it May Concern,

It is highly recommended that domestic rabbits be housed entirely indoors. There are numerous health and safety hazards outdoors for rabbits including, but not limited to, predators, extreme heat or cold, ectoparasites, injury, and most recently in the state of Georgia, rabbit hemorrhagic virus disease.

A handwritten signature in black ink, appearing to read 'J. Hutcheson'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Jason Hutcheson, DVM

LaDonna Gauntt  
 4639 Gauntt Rd. SE  
 Oxford, GA 30054

February 22, 2022

I am a neighbor to Sabrina & Cathy Gauntt. I do not care if they run a rabbit rescue at their home.

LaDonna Gauntt

Scott Welch  
 4643 Gauntt Rd  
 Oxford, GA

I Scott Welch neighbors of Sabrina & Kathy Gauntt do not care if a rabbit rescue is near us. They do a great job and care very much of the rabbits.

Scott Welch 2/22/2022

Jeremy Andrews  
 4595 Gauntt Rd  
 Oxford GA 30054

March 3rd 2022

I am the next door neighbor to Sabrina and Cathy Gauntt. I don't mind if they have a rabbit rescue in their home.

Jeremy Andrews

Johnny Peters  
 4598 Gauntt Rd  
 Oxford, Ga. 30054

I am across the road from Cathy + Sabrina Gauntt. I don't mind if they have a rabbit rescue in their home.

Johnny Peters

Ralph & Jill Mincey

4538 GAUNTT RD. OXFORD, GA.

We Feel a rabbit rescue would be a wonderful thing and would NOT bother us in the LEAST.

Ralph E. Mincey

2/24/22

Byron K Adkisson

I Live Next door and do  
not care if they have a rabbit  
rescue.

Byron K Adkisson



Lauren Gauntt  
 4669 Gauntt R.D  
 Oxford, GA 30054

I Lauren Gauntt neighbor of Cathy & Sabrina Gauntt. I do not care if they have a rabbit rescue in their home. They do a great job caring for the rabbits.

Lauren Gauntt

Toni Chasteen  
 4558 Gauntt Rd  
 Oxford GA 30054

I live next door to Sabrina & Cathy and do not mind if they have a rabbit rescue.

Toni Chasteen  
 3-1-22

I/We Richard Rosendahl, and residing at #4386 Gauntt Rd.

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed, [Signature] Date 2/12/2022

I/We Richard Hart, and residing at 3390 Moore Jersey Rd

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed, [Signature] Date 02/12/22

I/We Keri Andre, and residing at 15 Creek Bend Tr. Oxford, GA. 30054

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed, Keri Andre Date 2/14/22

I/We Scott Welsh, and residing at  
4643 Gauntt Rd

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed, Scott Welsh Date 2/12/2022

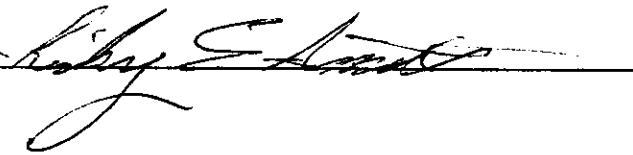
I/We Heather Chambers, and residing at  
3400 Monroe Jersey Rd Covington GA 30014

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed, Heather Chambers Date 2/12/2022

I/We Ricky Smith, and residing at  
2350 Dilly Trail

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed,  Date 2/12/22

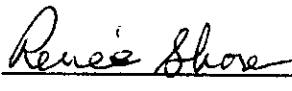
I/We Carla + Josh Weathers, and residing at  
1541 Alcovy Station Rd Covington GA 30014

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed,  Date 2-12-22

I/We Renee Shore, and residing at  
1178 Pentland Rd. Covington, GA 30014

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed,  Date 2/12/2022

I/We Michael Wilder, and residing at 4555 Gauntt Rd

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed, Michael Wilder Date 2/14/22

I/We Edwin C. Morris, and residing at 4294 Gauntt Rd

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed, Edwin C. Morris Date 2/16/22

I/We Paul Kelly, and residing at 628 Creekside Trace 30011

And being neighbors to Sabrina and Cathrine Gauntt have no objections to them running a rabbit rescue in proximity to our residence.

Signed, Paul Kelly Date 2-13-22

## IF YOUR APPLICATION IS APPROVED THE FOLLOWING ITEMS WILL BE REQUIRED.

**NOTE: ALL ITEMS WILL BE REQUIRED ONCE THE APPLICATION IS APPROVED.**

### The Site

Step one:

Meet with an Engineer or Landscape Architect and develop a site plan for the development.

- Will there need to be improvements to the driveway entrance? Will the Georgia Department of Transportation need to approve a driveway plan?
- What are regular parking and handicap parking requirements for the site?
- Will the site require grading, storm drain, erosion control, storm water detention?
- Will the site require additional septic tank and septic field drain lines?
- Will the site require Landscape screening, tree save or replacements?

Step two:

Have your Engineer or Landscape Architect submit development plans that meet all the current requirements for the Walton County Land Development Ordinance.

- Pay development and review fees for permit.
- Submit plans to Georgia Soil and Water Conservation Commission.
- Submit plans to the Walton County Environmental Health Department.

Step three:

Once you obtain the site development permit, you are ready to begin development on the site.

- Schedule a pre-construction meeting with the Development Inspection Department.
- Install all BMP's per your approved Erosion Control Planning.
- When all site work is complete and inspection are signed off, you will receive a certificate of completion.

### The Building(s)

Step one:

Obtain a commercial/Non-Residential Construction Packet. Meet with an Architect or Contractor and develop a plan for the building to be used for your Event Center.

- If you are building a new facility, plans will need to be submitted for approval.
- If you are converting an existing facility, you will need an Architectural stamped floor plan that meets current code requirements for the type of occupancy.
- You will need to meet all ADA requirements.
- Obtain approval from the Walton County Environmental Health Department.

**I understand the above items will be required prior to any work that is started. No Business License will be issued until all items are complete.**

Signature of Applicant:  \_\_\_\_\_, Date: 5/1/2022

Z22050001 – 4571 Gauntt Road

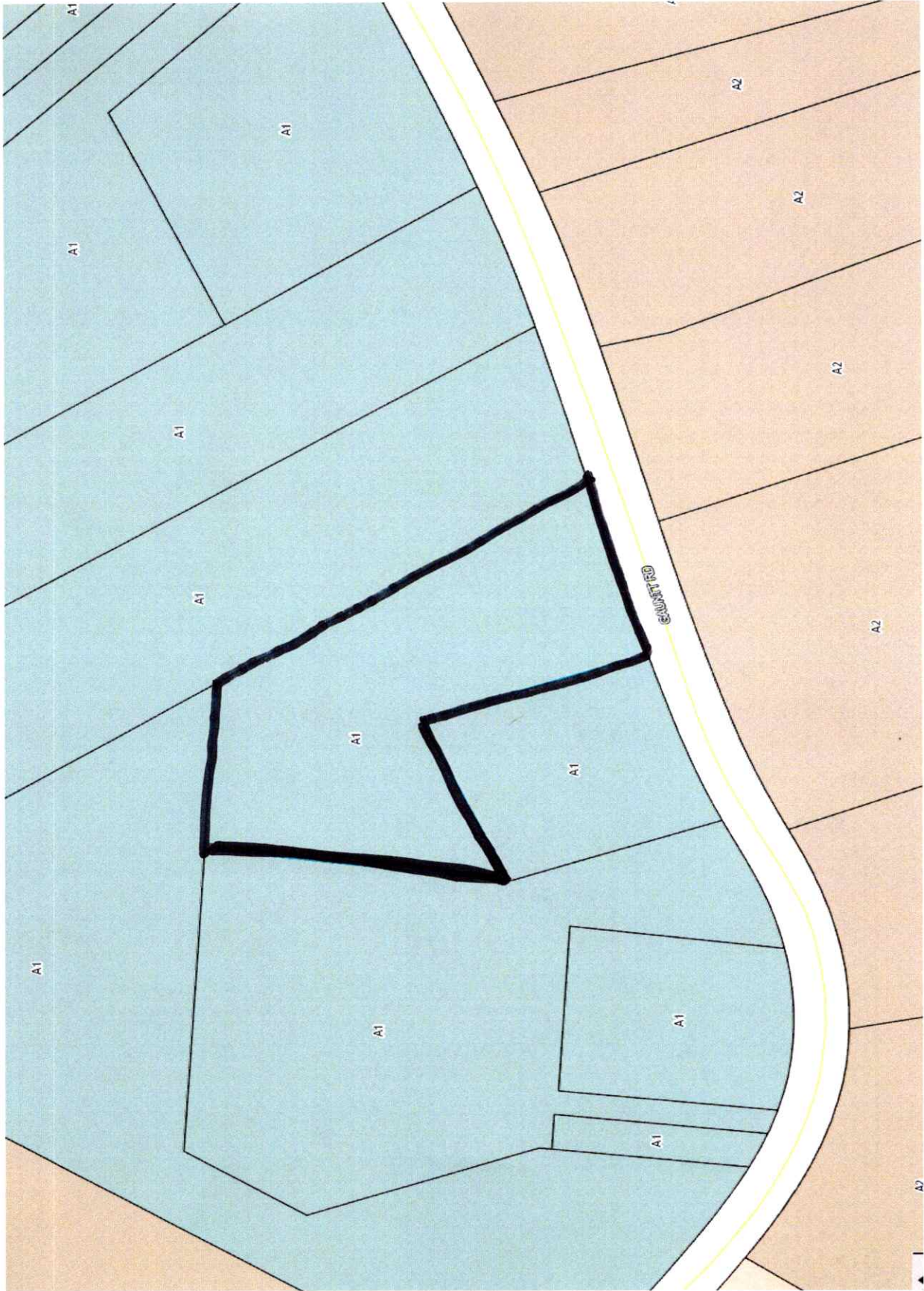


Z22050001 – 4571 Gauntt Road

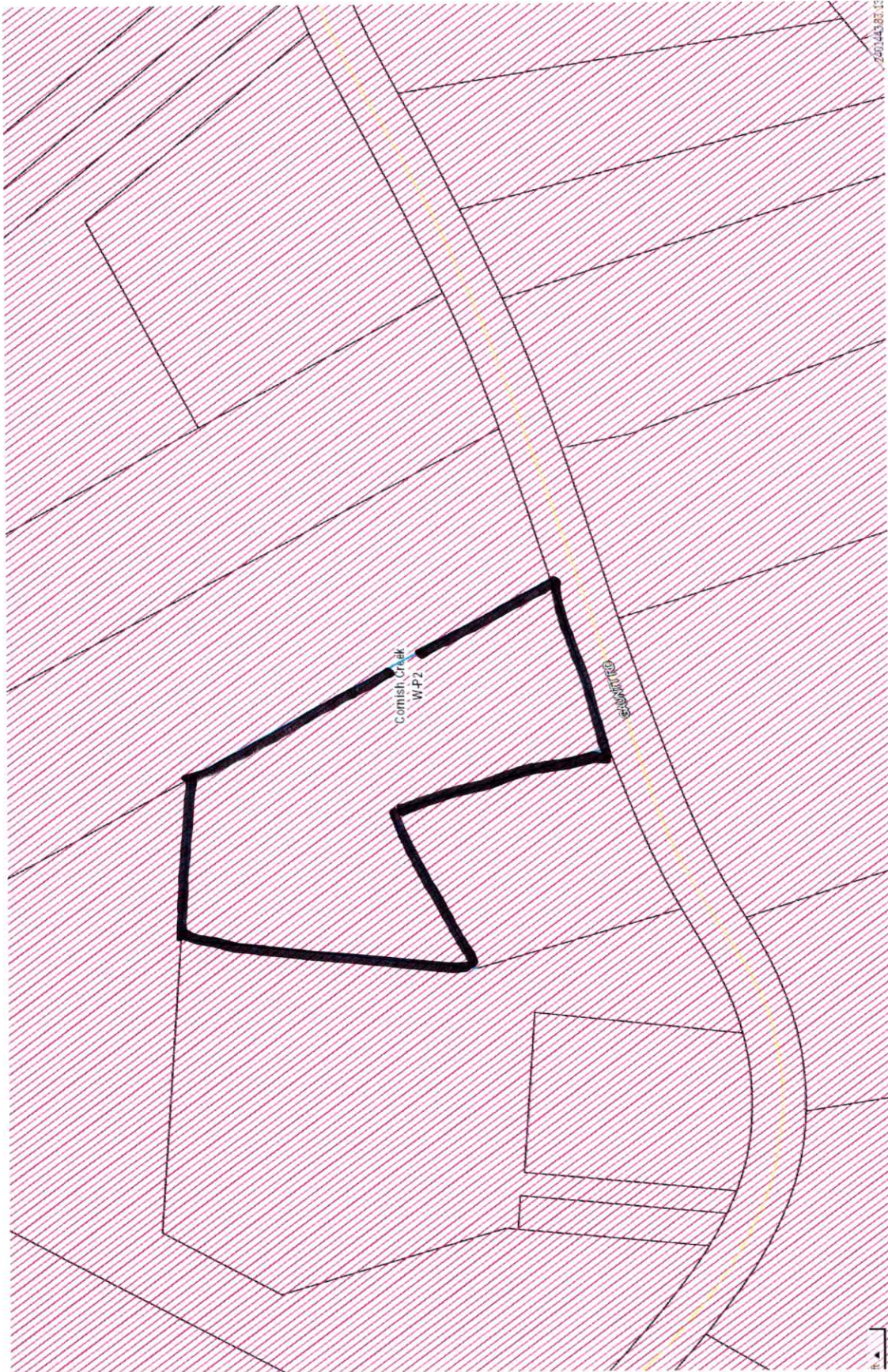




Z22050001 – 4571 Gauntt Road



Z22050001 – 4571 Gauntt Road



(Above Reserved for Recording)

After recording, please return to:  
Charles M. Ferguson, Jr.  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655

STATE OF GEORGIA  
COUNTY OF WALTON

**RIGHT-OF-WAY DEED**

**THIS INDENTURE**, made this the 6 day of June, 2022, between **JOE L. HARRISON, III** and **JEFFREY B. BELL**, each an individual resident of the State of Georgia (hereinafter collectively referred to as "Grantor"), and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH**, that Grantor, in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever as RIGHT-OF-WAY unto the said Grantee the following described property:

See **Exhibit A** attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said described property to Grantee, subject to all matters and encumbrances of record, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises.

**Exhibit A**

**Legal Description**

All of that tract or parcel of land lying and being in Land Lot 242 of the 3<sup>rd</sup> Land District of Walton County Georgia, shown as “C” to “D” DEDICATED 35’ R/W TO WALTON COUNTY on a survey for Joe L. Harrison III and Jeffrey B. Bell, dated 9/1/2021, revised 9/7/2021 and recorded in plat book 121, page 84, Walton County Georgia records and being more particularly described as follows:

Beginning at the intersection of the center line of Pope Road and the northwesterly 80 foot right of way of Locklin Road, thence running along the northwesterly 80 foot right of way of Locklin Road South 47 degrees 36 minutes 12 seconds West a distance of 13.56 feet to a point, thence 23.51 feet along the arc of a 623.19 foot radius curve to the left, said curve being subtended by a chord of South 47 degrees 28 minutes 44 seconds West a distance of 23.50 feet to a point labeled “C” on the aforesaid plat, thence North 18 degrees 12 minutes 32 seconds East a distance of 107.71 feet to a point, thence 113.52 feet along the arc of a 290.10 foot radius curve to the left, said curve being subtended by a chord of North 08 degrees 51 minutes 13 seconds East a distance of 29.10 feet to a point, thence North 00 degrees 10 minutes 44 seconds West a distance of 177.74 feet to a point, thence 83.63 feet along the arc of a 559.36 foot radius curve to the right, said curve being subtended by a chord of North 01 degrees 07 minutes 21 seconds West a distance of 83.55 feet to a point, thence 350.98 feet along the arc of a 559.36 foot radius curve to the right, said curve being subtended by a chord of North 20 degrees 40 minutes 35 seconds East a distance of 345.25 feet to a point, thence North 35 degrees 40 minutes 33 seconds East a distance of 88.43 feet, thence 197.22 feet along the arc of a 500.81 foot curve to the left, said curve being subtended by a chord of North 27 degrees 34 minutes 06 seconds East a distance of 195.95 feet to a point, thence 108.58 feet along the arc of a 454.15 foot radius curve to the left, said curve being subtended by a chord of North 23 degrees 03 minutes 40 seconds East a distance of 108.32 feet to a point, thence 144.32 feet along the arc of a 511.85 foot radius curve to the left, said curve being subtended by a chord of North 20 degrees 48 minutes 53 seconds East a distance of 143.84 feet to a point, thence 131.07 feet along the arc of a 550.00 foot radius curve to the right, said curve being subtended by a chord of North 10 degrees 58 minutes 31 seconds East a distance of 130.76 feet to a point, thence 170.82 feet along the arc of a 146.98 foot radius curve to the left, said curve being subtended by a chord of North 11 degrees 33 minutes 48 seconds West a distance of 161.37 feet to a point, thence 144.02 feet along the arc of a 52.95 foot radius curve to the right, said curve being subtended by a chord of North 09 degrees 35 minutes 14 seconds West a distance of 100.64 feet to a point, thence North 57 degrees 46 minutes 32 seconds East a distance of 174.27 feet to a point, thence North 52 degrees 43 minutes 38 seconds East a distance of 122.56 feet to a point, thence North 61 degrees 41 minutes 48 seconds East a distance of 47.51 feet to a point, thence 46.58 feet along the arc of a 52.45 foot radius curve to the right, said curve being subtended by a chord of South 76 degrees 44 minutes 24 seconds East a distance of 45.07 feet to a point, thence South 59 degrees 20 minutes 14 seconds East a distance of 40.25 feet to a point, thence 88.88 feet along the arc of a 555.95 foot radius curve to the left, said curve being subtended by a chord of South 62 degrees

37 minutes 48 seconds East a distance of 88.79 feet to a point, thence South 71 degrees 42 minutes 37 seconds East a distance of 86.84 feet to a point, thence South 85 degrees 06 minutes 22 seconds East a distance of 142.85 feet to a point, thence South 46 degrees 59 minutes 16 seconds East a distance of 26.71 feet to a point, thence 96.24 feet along the arc of a 551.86 foot curve to the right, said curve being subtended by a chord of South 53 degrees 26 minutes 23 seconds East a distance of 96.12 feet to a point, thence South 58 degrees 55 minutes 36 seconds East a distance of 76.35 feet to a point, thence 212.36 feet along the arc of a 172.09 foot radius curve to the left, said curve being subtended by a chord of North 84 degrees 07 minutes 57 seconds East a distance of 199.14 feet to a point, thence North 43 degrees 29 minutes 29 seconds East a distance of 10.05 feet to a ½ inch rebar, thence North 29 degrees 35 minutes 40 seconds West a distance of 35.00 feet to a point in the center line of Pope Road, thence along said center line South 43 degrees 29 minutes 28 seconds West a distance of 7.73 feet to a point, thence 88.08 feet along the arc of a 137.09 foot radius curve to the right, said curve being subtended by a chord of South 75 degrees 10 minutes 38 seconds West a distance of 86.56 feet to a point, thence 91.70 feet along the arc of a 137.09 foot radius curve to the left, said curve being subtended by a chord of North 67 degrees 15 minutes 25 seconds West a distance of 90.00 foot to a point, thence North 58 degrees 55 minutes 36 seconds West a distance of 62.98 feet to a point, thence 92.59 feet along the arc of a 516.86 foot radius curve to the right, said curve being subtended by a chord of North 53 degrees 26 minutes 23 seconds West a distance of 92.47 feet to a point, thence North 46 degrees 59 minutes 16 seconds West a distance of 36.83 feet to a point, thence 153.49 feet along the arc of a 237.32 foot radius curve to the left, said curve being subtended by a chord of North 65 degrees 06 minutes 22 seconds West a distance of 150.83 feet to a point, thence 80.03 feet along the arc of a 520.95 foot radius curve to the right, said curve being subtended by a chord of North 71 degrees 42 minutes 37 seconds West a distance of 79.95 feet to a point, thence 85.10 feet along the arc of a 520.95 foot curve to the right, said curve being subtended by a chord of North 62 degrees 37 minutes 48 seconds West a distance of 85.00 feet to a point, thence North 59 degrees 20 minutes 14 seconds East a distance of 44.60 feet to a point, thence 65.21 feet along the arc of a 87.45 foot radius curve to the left, said curve being subtended by a chord of North 76 degrees 44 minutes 24 seconds West a distance of 63.71 feet to a point, thence South 61 degrees 41 minutes 48 seconds West a distance of 63.54 feet to a point, thence South 52 degrees 43 minutes 38 seconds West a distance of 123.76 feet to a point, thence South 57 degrees 46 minutes 32 seconds West a distance of 196.05 feet to a point, thence 158.12 feet along the arc of a 67.72 foot radius curve to the left, said curve being subtended by a chord of South 09 degrees 35 minutes 14 seconds West a distance of 124.57 feet to a point, thence 171.19 feet along the arc of a 111.98 foot radius curve to the right, said curve being subtended by a chord of South 11 degrees 33 minutes 48 seconds West a distance of 155.0 feet to a point, thence 120.98 feet along the arc of a 585.00 foot radius curve to the left, said curve being subtended by a chord of South 10 degrees 58 minutes 31 seconds West a distance of 120.77 feet to a point, thence 140.65 feet along the arc of a 476.85 foot radius curve to the right, said curve being subtended by a chord of South 20 degrees 48 minutes 53 seconds West a distance of 140.14 feet to a point, thence 106.47 feet along the arc of a 489.15 foot radius cure to the left, said curve being subtended by a chord of South 23 degrees 03 minutes 40 seconds West a distance of 106.26 feet to a point, thence 193.48 feet along the arc of a 465.81 foot radius curve to the right, said curve being subtended by a chord of South 27 degrees 34 minutes 06 seconds

West a distance of 192.09 feet to a point, thence South 35 degrees 40 minutes 33 seconds West a distance of 90.56 feet to a point, thence 362.18 feet along the arc of a 594.36 foot curve to the left, said curve being subtended by a chord of South 20 degrees 40 minutes 35 seconds West a distance of 356.60 feet to a point, thence 90.09 feet along the arc of a 594.36 foot radius curve to the left, said curve being subtended by a chord of South 01 degrees 07 minutes 21 seconds East a distance of 90.00 feet to a point, thence South 00 degrees 10 minutes 44 seconds East a distance of 174.69 feet to a point, thence 107.97 feet along the arc of a 255.10 foot radius curve to the left, said curve being subtended by a chord of South 08 degrees 51 minutes 13 seconds West a distance of 107.17 feet to a point, thence South 18 degrees 12 minutes 32 seconds West a distance of 96.01 feet to a point at the intersection of the center line of Pope Road and the northwesterly 80 foot right of way of Locklin Road, said point being the Point of Beginning.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed as of the day and year first above written.

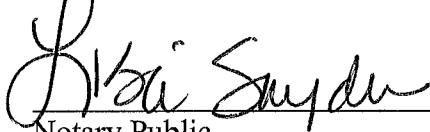
Signed, sealed and delivered in the presence of:

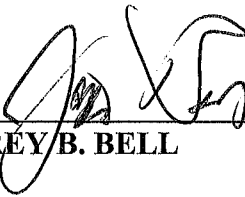
GRANTOR:

  
\_\_\_\_\_

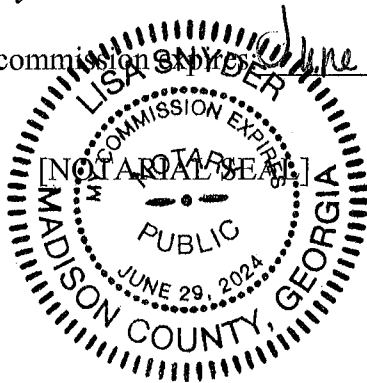
Witness

  
\_\_\_\_\_  
JOE L. HARRISON, III

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
JEFFREY B. BELL

My commission expires June 29, 2024



---

(Above Reserved for Recording)

**After recording, please return to:**  
Charles M. Ferguson, Jr.  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655

STATE OF GEORGIA  
COUNTY OF WALTON

**RIGHT-OF-WAY DEED**

**THIS INDENTURE**, made this the \_\_\_\_ day of \_\_\_\_\_, 2022, between **RICHARD D. HESTER, SR., a/k/a RICHARD D. HESTER** (hereinafter referred to as "Grantor"), and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH**, that Grantor, in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever as RIGHT-OF-WAY unto the said Grantee the following described property:

See **Exhibit A** attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said described property to Grantee, subject to all matters and encumbrances of record, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises.



## Exhibit A

### Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 26 & 27 OF THE 2ND LAND DISTRICT OF WALTON COUNTY, GEORGIA, WITHIN THE CITY LIMITS OF GOOD HOPE, CONTAINING 1.156 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEASTERN RIGHT-OF-WAY (R/W) INTERSECTION OF GA. HWY#83 (100' R/W) AND OLD GOOD HOPE ROAD (35' R/W NORTH SIDE); THENCE ALONG THE NORTHERN R/W OF OLD GOOD HOPE ROAD THE FOLLOWING COURSES; NORTH 56 DEGREES 50 MINUTES 09 SECONDS EAST, 166.49 FEET TO A 5/8" REBAR SET; THENCE NORTH 56 DEGREES 30 MINUTES 38 SECONDS EAST, 201.31 FEET TO A 5/8" REBAR SET; THENCE NORTH 56 DEGREES 22 MINUTES 59 SECONDS EAST, 153.71 FEET TO A 5/8" REBAR SET; THENCE NORTH 56 DEGREES 58 MINUTES 35 SECONDS EAST, 47.60 FEET TO A 5/8" REBAR SET; THENCE NORTH 56 DEGREES 58 MINUTES 35 SECONDS EAST, 31.15 FEET TO A POINT; THENCE NORTH 60 DEGREES 24 MINUTES 56 SECONDS EAST, 143.81 FEET TO A 5/8" REBAR SET; THENCE NORTH 60 DEGREES 22 MINUTES 13 SECONDS EAST, 148.29 FEET TO A 5/8" REBAR SET; THENCE NORTH 60 DEGREES 34 MINUTES 49 SECONDS EAST, 52.59 FEET TO A 5/8" REBAR SET; THENCE NORTH 60 DEGREES 34 MINUTES 49 SECONDS EAST, 49.68 FEET TO A POINT; THENCE NORTH 60 DEGREES 21 MINUTES 50 SECONDS EAST, 154.55 FEET TO A 5/8" REBAR SET; THENCE NORTH 63 DEGREES 34 MINUTES 55 SECONDS EAST, 86.95 FEET TO A POINT; THENCE NORTH 66 DEGREES 20 MINUTES 05 SECONDS EAST, 105.79 FEET TO A POINT; THENCE NORTH 70 DEGREES 12 MINUTES 09 SECONDS EAST, 97.84 FEET TO A 5/8" REBAR SET; THENCE LEAVING SAID R/W, SOUTH 28 DEGREES 02 MINUTES 58 SECONDS EAST, 35.37 FEET TO A POINT; THENCE THE FOLLOWING COURSES ALONG THE CENTERLINE OF OLD GOOD HOPE ROAD, SOUTH 70 DEGREES 12 MINUTES 09 SECONDS WEST, 101.74 FEET TO A POINT; THENCE SOUTH 66 DEGREES 20 MINUTES 05 SECONDS WEST, 103.76 FEET TO A POINT; THENCE SOUTH 63 DEGREES 34 MINUTES 55 SECONDS WEST, 85.13 FEET TO A POINT; THENCE SOUTH 60 DEGREES 21 MINUTES 50 SECONDS WEST, 153.64 FEET TO A POINT; THENCE SOUTH 60 DEGREES 34 MINUTES 49 SECONDS WEST, 102.28 FEET TO A POINT; THENCE SOUTH 60 DEGREES 22 MINUTES 13 SECONDS WEST, 148.24 FEET TO A POINT; THENCE SOUTH 60 DEGREES 24 MINUTES 56 SECONDS WEST, 142.77 FEET TO A POINT; THENCE SOUTH 56 DEGREES 58 MINUTES 35 SECONDS WEST, 77.52 FEET TO A POINT; THENCE SOUTH 56 DEGREES 22 MINUTES 59 SECONDS WEST, 153.57 FEET TO A POINT; THENCE SOUTH 56 DEGREES 30 MINUTES 38 SECONDS WEST, 201.45 FEET TO A POINT; THENCE SOUTH 56 DEGREES 50 MINUTES 09 SECONDS WEST, 166.85 FEET TO A POINT ON THE EASTERN R/W OF GA. HWY#83; THENCE LEAVING SAID CENTERLINE ALONG THE EASTERN R/W OF GA. HWY#83, NORTH 32 DEGREES 43 MINUTES 54 SECONDS WEST, 35.00 FEET TO THE POINT OF BEGINNING.

**IN WITNESS WHEREOF**, Grantor has signed and sealed this deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

**GRANTOR:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**RICHARD D. HESTER, SR., a/k/a  
RICHARD D. HESTER**

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

[NOTARIAL SEAL]

---

(Above Reserved for Recording)

**After recording, please return to:**  
Charles M. Ferguson, Jr.  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655

STATE OF GEORGIA  
COUNTY OF WALTON

**RIGHT-OF-WAY DEED**

**THIS INDENTURE**, made this the 23 day of June, 2022, between **R&D PROPERTIES, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantor"), and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH**, that Grantor, in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever as RIGHT-OF-WAY unto the said Grantee the following described property:

See **Exhibit A** attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said described property to Grantee, subject to all matters and encumbrances of record, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

*Emma Smith*  
Witness

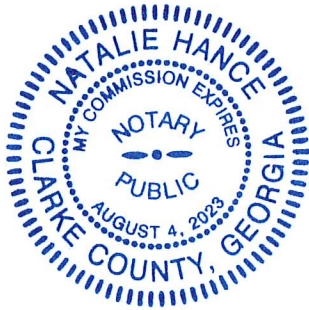
**R&D PROPERTIES GA, LLC**, a Georgia limited liability company

*Natalie Hance*  
Notary Public

By: *[Signature]*  
Name: *Raymond Harrington*  
Title: *Member*

My commission expires: *August 4, 2023*

[NOTARIAL SEAL]



## Exhibit A

### Legal Description

All that tract or parcel of land being in Land Lot 241 and 242 of the 3rd district of Walton County, Georgia and being more particularly described as follows:

Beginning At The Intersection Point Of The Northerly Right-Of-Way Of Locklin Road (80' Right-Of-Way) And The Centerline Of Pope Road; Thence Following The Right-Of-Way Of Locklin Road N 49°31'25" W A Distance Of 20.81' To A Point; Thence N 48°04'40" W A Distance Of 19.99' To A Point; Thence Leaving Said Right-Of-Way N 10°16'00" E A Distance Of 163.74' To A Point; Thence N 01°09'52" E A Distance Of 199.56' To A Point; Thence N 01°09'52" E A Distance Of 190.01' To A Point; Thence N 19°43'08" E A Distance Of 69.71' To A Point; Thence N 19°43'08" E A Distance Of 31.81' To A Point; Thence N 27°56'40" E A Distance Of 166.09' To A Point; Thence N 32°45'29" E A Distance Of 2.07' To A Point; Thence N 32°45'29" E A Distance Of 45.43' To A Point; Thence N 37°14'29" E A Distance Of 71.82' To A Point; Thence N 30°07'44" E A Distance Of 46.43' To A Point; Thence N 23°33'16" E A Distance Of 66.47' To A Point; Thence N 18°37'13" E A Distance Of 109.55' To A Point; Thence N 25°28'40" E A Distance Of 20.17' To A Point; Thence N 25°28'40" E A Distance Of 51.49' To A Point; Thence N 18°40'24" E A Distance Of 71.77' To A Point; Thence N 09°07'03" E A Distance Of 164.80' To A Point; Thence N 09°04'25" E A Distance Of 29.95' To A Point; Thence N 07°42'43" W A Distance Of 12.60' To A Point; Thence N 28°01'35" W A Distance Of 36.35' To A Point; Thence N 40°02'26" W A Distance Of 53.21' To A Point; Thence N 29°35'26" W A Distance Of 30.54' To A Point; Thence N 08°58'33" W A Distance Of 37.26' To A Point; Thence N 16°19'28" E A Distance Of 51.24' To A Point; Thence N 39°14'27" E A Distance Of 51.86' To A Point; Thence S 46°37'12" E A Distance Of 35.00' To A Point Along The Centerline Of Pope Road; Thence Following Said Centerline S 39°08'05" W A Distance Of 42.21' To A Point; Thence S 16°19'28" W A Distance Of 36.32' To A Point; Thence S 08°58'33" E A Distance Of 23.04' To A Point; Thence S 29°35'26" E A Distance Of 20.97' To A Point; Thence S 40°02'26" E A Distance Of 53.70' To A Point; Thence S 28°01'35" E A Distance Of 46.30' To A Point; Thence S 07°42'43" E A Distance Of 24.03' To A Point; Thence S 09°06'36" W A Distance Of 202.87' To A Point; Thence S 18°40'24" W A Distance Of 76.77' To A Point; Thence S 25°28'40" W A Distance Of 71.65' To A Point; Thence S 18°37'13" W A Distance Of 108.96' To A Point; Thence S 23°33'16" W A Distance Of 69.99' To A Point; Thence S 30°07'44" W A Distance Of 50.61' To A Point; Thence S 37°14'29" W A Distance Of 72.62' To A Point; Thence S 32°45'29" W A Distance Of 44.65' To A Point; Thence S 27°56'40" W A Distance Of 162.11' To A Point; Thence S 19°43'08" W A Distance Of 93.29' To A Point; Thence S 01°09'52" W A Distance Of 386.63' To A Point; Thence S 10°16'00" W A Distance Of 187.49' To A Point Along The Right-Of-Way Of Locklin Road; Which Is The Point Of Beginning,

Having An Area Of 62093.2 Square Feet, 1.4255 Acres

June 7, 2022

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, June 7, 2022 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

## PRESENTATIONS

The Board recognized the Walton Co. 4-H Shotgun team for winning the 2022 State Championship. Mike Davis, Walton Co. 4-H Program Director presented the team.

## MEETING OPENING

Chairman Thompson called the meeting to order at 6:05 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

## ADOPTION OF AGENDA

***Motion:** Commissioner Shelnett made a motion to adopt the agenda with the addition of a request from the Azalea Regional Library System to apply for state aid and funding. Commissioner Banks seconded the motion. The motion carried unanimously.*

## PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Approval with conditions - Z22020018 - Rezone 8.68 acres from A1 to B2 with conditional use for outside storage - Applicant: Jason Atha/Owners: Don Moon & David Samples - Property located at Ga. Hwy. 11 and Mahlon Smith Rd - Map/Parcel C1400090 - District 4 (tabled 4/5/22)

Chairman Thompson opened the public hearing on the matter. Chester Clegg and Jacob Calloway spoke in favor of the rezone requesting the addition of cutoff lighting with a 100' buffer. There was no one present in opposition. Chairman Thompson closed the public hearing on the matter.

***Motion:** Commissioner Bradford made a motion to approve the rezone as per the Planning Commission recommendations with the addition of a 100' buffer on Mr. Clegg's property and site lighting as requested. Commissioner Shelnett seconded the motion; voted and carried unanimously.*

Approval of Z22030027 - Rezone 5.00 acres from A to A1 - Applicant/Owner: Alisha Bowen - Property located at 5748 Kent Rock Rd. - Map/Parcel N029E010 - District 3

Chairman Thompson opened the public hearing on the matter. Planning Director Charna Parker presented the application. There was no one present to speak in favor or opposition. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Shelnutt made a motion to approve the rezone. Commissioner Warren seconded the motion. All voted in favor.*

Approval with conditions - Z22030028 - Rezone 5.28 acres from A1/R1 to A to grow & sell plants with customer contact - Applicant: Cosmin Bactan/Owners: Cosmin & Aurica Bactan - Property located at 1630 New Hope Church Rd. - Map/Parcel C0610090 - District 3

Chairman Thompson opened the public hearing on the matter. Applicant Cosmin Bactan spoke in favor. Robert Warnock from St. Marten's subdivision voiced concerns over traffic and property resale values due to the commercial business and livestock. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Shelnutt made a motion to approve the rezone per the Planning Commission recommendation and that farm animals be allowed as specified in the Land Development Ordinance. Commissioner Bradford seconded the motion. Commissioners Banks, Shelnutt, Bradford, Adams and Dixon voted in favor. Commissioner Warren opposed the motion. The motion carried.*

Approval of Z22040001 - Rezone 12.79 acres from B2 to B3 for car storage and shipping - Applicant: Kofi Kumi/Owners: Norma Billingsley, James & Elaine Bailey - Property located at Hwy. 20 - Map/Parcel C0070007 - District 2

Chairman Thompson opened the public hearing on the matter. Jon Davis, Land Planner for the site spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Banks made a motion, seconded by Commissioner Shelnutt to approve the rezone as presented. All voted in favor.*

Approval with conditions - Z22040004 - Rezone 11.56 acres from A2 & B2 to B3 for office warehouse and outside storage - Applicant: Danny Cagle/Owners: Graham & Glenda Smith & David Cooper - Property located at Lowry Rd., Ho Hum Hollow Rd. & Hwy. 78 - Map/Parcels C0610156, 0157A00 & 0158 - District 1

Chairman Thompson opened the public hearing on the matter. Chad Johnson, a partner of applicant Danny Cagle spoke in favor of the rezone. David Foil who lives on adjacent property requested that Leyland Cypress trees be an option to create sufficient green screening from the property. Rey Pelis voiced his concerns over the entrance and the buffer. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Warren made a motion to approve the rezone with the following conditions: 1) a minimum 8' high fence shall be installed along the property frontage on Lowry Rd., 2) the fence shall be kept in good repair at all times, 3) on the Lowry Rd. side of the fence, the applicant shall install a*

single row of large evergreen trees similar to Japanese Cryptomeria or Thuga Green Giant 25' on center or Leyland Cypress 10' on center, trees must be a minimum 8' tall at time of installation and access off Lowry Road be prohibited. Commissioner Banks seconded the motion; voted and carried unanimously.

Approval with condition - Z22040007 - Rezone 2.00 acres from R1 to B2 to expand mini-warehouses and outside storage with Variances - Applicant: John S Hemphill - Property located at 2250 Hwy. 81-Map/Parcel C0510149 - District 2

Chairman Thompson opened the public hearing on the matter. Applicant John Hemphill spoke in favor of the rezone and asked for a variance to reduce the buffer to 25' and to allow the distance of 20' between the buildings. The main entrance would remain at 26'. There was no one present in opposition. Chairman Thompson closed the public hearing on the matter.

*Motion:* Commissioner Banks made a motion approve the rezone with a reduced buffer of 25' and to allow the distance of 20' between the buildings with the entrance remaining 26'. Commissioner Warren seconded the motion. All voted in favor.

**PLANNING & DEVELOPMENT**

Public Hearing - Capital Improvements Element 2022 Annual Update and Adoption Resolution

Chairman Thompson opened the public hearing on the matter. There were no comments from the public. Chairman Thompson closed the public hearing on the matter.

*Motion:* Commissioner Adams made a motion to approve the Capital Improvements Element 2022 Annual Update and adopt the Resolution. Commissioner Banks seconded the motion and all voted in favor.

Adoption/Resolution - Walton County Comprehensive Plan Update

Chairman Thompson opened the public hearing on the matter. There were no comments from the public. Chairman Thompson closed the public hearing on the matter.

*Motion:* Commissioner Warren made a motion seconded by Commissioner Dixon to adopt the Walton County Comprehensive Plan Update. All voted in favor.

**ADMINISTRATIVE CONSENT AGENDA**

- 1. Approval of May 3, 2022 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Declaration of Surplus Property
- 4. Walton County Water - 2022 Water Charge Offs
- 5. Agreement Extension - State Properties - DFACS
- 6. DebtBook Software Agreement
- 7. Contract - Family Connection Partnership Renewal FY23
- 8. Elections - Request to apply for Precinct Card Postage Grant



**ACCEPTANCE OF BIDS/PROPOSALS**

Proposal - WCPSC Component GMP #1 McCarthy + Barnsley

Megan Kocikowski with CPS presented a recommendation to award the CGMP#1 to McCarthy Barnsley for Design Assist services and materials procurement.

***Motion:** Chairman Thompson made a motion to approve the recommendation as presented. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnutt and Adams voted in favor. Commissioners Bradford and Dixon opposed the motion. The motion carried 5-2.*

Proposal - Sunbelt Builders GMP – Courtrooms

***Motion:** Commissioner Bradford made a motion to approve amendment #1 establishing GMP and extending the project completion deadline. Commissioner Shelnutt seconded the motion. All voted in favor.*

Bid - Agricultural Extension Office Bldg.

Facilities Director Hank Shirley explained that after bidding the project twice, the project was still over budget. His recommendation was to accept the negotiated low bid of \$875,892 from Bon Building Services.

***Motion:** Commissioner Warren made a motion to accept the negotiated bid from Bon Building Services in the amount of \$875,892. Commissioner Banks seconded the motion; voted and carried unanimously.*

**RESOLUTIONS**

Finance Director Milton Cronheim presented FY22 Budget Resolutions.

Resolution - Authorizing Chairman to amend the FY22 Budget as part of the fiscal year closing process

***Motion:** Commissioner Shelnutt made a motion, seconded by Commissioner Dixon to adopt the Resolution. All voted in favor with the Chairman abstaining.*

Resolution - FY22 Budget Amendments

***Motion:** Commissioner Bradford made a motion, seconded by Commissioner Shelnutt to adopt the FY22 Budget Amendments; voted and carried unanimously.*

Resolution - Adoption of FY23 Budget

Chairman Thompson presented the proposed FY23 Budget for adoption

***Motion:** Commissioner Shelnutt made a motion to adopt the FY23 Budget. Commissioner Warren*

*seconded the motion. Commissioners Warren, Banks, Shelnut, Adams and Dixon voted in favor. Commissioner Bradford opposed the motion.*

## **DISCUSSION**

The Board discussed the addition to the agenda. Chairman Thompson presented a request from the Azalea Regional Library System to apply for state aid and funding for a new library for the City of Loganville. The County will make a monetary commitment at a later date. Commissioner Warren made a motion to approve the request, seconded by Commissioners Banks. All voted in favor.

## **ANNOUNCEMENTS**

Chairman Thompson presented a water needs analysis to the Board. County Manager John Ward commended new recruits from the Fire Department for completing training and made other community announcements concerning the Fire Station at Good Hope and a new ambulance.

## **EXECUTIVE SESSION**

***Motion:** At 7:24 p.m., Commissioner Banks made a motion, seconded by Commissioner Shelnut to enter into Executive Session to discuss real estate matters. All voted in favor.*

***Motion:** At 7:59 p.m., Commissioner Banks made a motion, seconded by Commissioner Adams to re-enter regular session.*

***Motion:** Chairman Thompson made a motion to advertise and lease a portion of the Anglin Road property for agriculture use only through December 31, 2023. Commissioner Warren seconded the motion; voted and carried unanimously.*

***Motion:** Chairman Thompson made a motion to purchase the Carter Watkins property located at 137 E. Washington Street which will be fully furnished, in the amount of \$550,000 and to give him the authority to sign all related documents. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnut, Adams and Dixon voted in favor. Commissioner Bradford opposed the motion.*

## **ADJOURNMENT**

***Motion:** Commissioner Warren made a motion, seconded by Commissioner Shelnut, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:01 p.m.*

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

this meeting date.

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DAVID G. THOMPSON, CHAIRMAN

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RHONDA HAWK, COUNTY CLERK

Department	Fund	Description	Payee	Amount
<b>Budget Year FY 23</b>				

**Various**

<b>Various</b>	Replenish Funds in Workers Comp Trust - <b>For the Record</b>	Walton County BOC	<b>\$33,743.00</b>
<b>Various</b>	FY23 Insurance - Liability	ACCG-IRMA	<b>\$827,529.00</b>

**Board of Commissioners**

1110	<b>100</b>	Fees for Professional Services - Lobbying Services May 2022	Holland & Knight	<b>\$17,500.00</b>
	<b>100</b>	Consultant Fees - May 1, 2022 through May 31, 2022	Atkinson/Ferguson	<b>\$12,500.00</b>

**County Clerk**

1130	<b>100</b>	Municode Meetings Annual Renewal	CivicPlus, LLC	<b>\$7,400.00</b>
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**Elections**

1401	<b>100</b>	On-Site Election Support for Primary - 5/24/2022	Dominion Voting	<b>\$6,500.00</b>
	<b>100</b>	Temporary & Early Voting Payroll for General Election- 05/22/2022	Chase Staffing	<b>\$26,223.66</b>
	<b>100</b>	Election Day Payroll - 5/24/2022	Chase Staffing	<b>\$56,387.02</b>
	<b>100</b>	Temporary & Early Voting Payroll for Primary Runoff- 06/21/2022	Chase Staffing	<b>\$15,020.24</b>

**Finance Administration**

1510	<b>100</b>	Tier 1 Annual Subscription 6/1/2022 - 6/1/2023	DebtBook	<b>\$6,500.00</b>
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**Data Processing/MIS**

1535	<b>100</b>	H510M Desktop PC's (46)	Byte Speed LLC	<b>\$35,650.00</b>
	<b>100</b>	iWorQ Subscription - Facilities Ticket Software - July 2022 through June 2023	iWorQ Systems	<b>\$8,500.00</b>

**Human Resources**

1540	<b>100</b>	AFLAC Premium - May 2022 - <i>For the Record</i>	AFLAC	<b>\$10,498.65</b>
	<b>100</b>	AFLAC Premium -June 2022 - <i>For the Record</i>	AFLAC	<b>\$10,405.31</b>

**Tax Commissioner**

1545	<b>100</b>	Envelopes and Postage (41,500)	Governmental Systems, Inc.	<b>\$30,295.00</b>
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**Risk Management**

1555	<b>100</b>	Claim#22-41 SO Cloud - Pursuit	Walton Collision	<b>\$9,343.14</b>
	<b>100</b>	Fire Fighter Volunteer Insurance Policy Renewal FY23	Apex Insurance Agency	<b>\$10,948.00</b>

**Gen Gov BLDGS**

1565	<b>100</b>	HVAC Installation - IT Server Room	Bolton Refrigeration	<b>\$7,900.00</b>
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**RDC Fees**

1595	<b>100</b>	FY23 Per Capita Dues	Northeast Georgia Regional Commission	<b>\$96,673.00</b>
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**Clerk of Superior Court**

2180	<b>100</b>	Jury Fees - May 2022	Clerk, Walton Superior Court	<b>\$5,000.00</b>
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**District Attorney - SPLOST 2019**

2200.19	<b>323</b>	2022 Ford Explorer - Police Interceptor	Wade Ford	<b>\$34,504.00</b>
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**Victim Services**

2220	<b>250</b>	Newton County's Part of Salary for DA VOCA Grant January 2022 - March 2022	Newton County BOC	<b>\$7,869.88</b>
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**Juvenile**

2600	<b>100</b>	Indigent Defense	Law Offices of Michael R. Childs, LLC	<b>\$5,167.50</b>
	<b>100</b>	Indigent Defense	Law Offices of Leara Morris - Stokes	<b>\$5,230.50</b>

**Jail**

3325	<b>100</b>	Specialty Care Expense Overage For Inmate Medical	Correct Health	<b>\$75,533.47</b>
	<b>100</b>	Inmate Meals - 2022	Kimble's Food By Design, Inc.	<b>\$65,264.41</b>
	<b>100</b>	Housed Out Inmates - March 2022	Washington County Board Of Commissioners	<b>\$28,545.00</b>

	100	Housed Out Inmates - May 2022	Washington County Board Of Commissioners	\$22,440.00
	100	Monitoring Fee & Activation Fee - May 2022	Joe Ray Bonding	\$19,339.00
	100	Inmate Medical - July 2022	Correct health	\$101,175.81
	100	Inmate Medical - August 2022	Correct health	\$101,175.81
<b>Sheriff</b>				
	3300 100	Gas Purchased - April 2022	Walton County Board of Education	\$39,874.32
<b>Fire Fighting</b>				
	3520.27 270	Parts and Labor for Ladder - Truck 2	TNT	\$6,280.46
	270	Cancer Benefits & Long Term Disability for Fire Fighters	ACCG-IRMA #0482	\$3,134.93
<b>EMS</b>				
	3610 531	Ambulance Billing - May 2022	Emergency Billing Inc	\$20,719.78
<b>Coroner</b>				
	3700 100	Lift System	Mortuary Lift Co	\$14,999.00
<b>Roadways &amp; Walkways</b>				
	4220 100	Stock - Gab Crusher Run - Driveways & Mailboxes (2,000)	Hanson Aggregates	\$28,500.00
	100	Stock - Washed 57's (500)	Hanson Aggregates	\$10,375.00
	100	Gab Crusher Run - Various County Roads (2,000)	Hanson Aggregates	\$30,000.00
	100	Asphalt 9.5mm - Patching Various County Roads	Pittman Construction Co.	\$26,250.00
	100	Asphalt 9.5mm & Cold Patch - Patching Various County Roads	E.R. Snell	\$104,700.00
	100	Washed 89's (200)	Hanson Aggregates	\$5,450.00
<b>Roadways &amp; Walkways - SPLOST 2019</b>				
	4220.19 100	1222 GAL - CRS-2H Tack - Ammons Bridge ; 44 GAL Tack - Gratis Road	Garrett Paving	\$5,380.50
	100	1275 GAL CRS-2H Tack - Gratis Road	Garrett Paving	\$5,737.50
	100	CRS Tack - Paving Projects	Garrett Paving	\$12,802.50
<b>Hard Labor Creek</b>				
	4405 508	Professional Services - Through May 31, 2022 2022- <b>For the Record</b>	Precision Planning, Inc.	\$1,346.40
	508	Hard Labor Creek O&M - <b>For the Record</b>	J&M Unique Septic Systems LLC	\$10,950.00
	508	Professional Services - April 22, 22 through May 27, 22 - <b>For the Record</b>	Jacobs Engineering	\$5,005.44

	508	Hard Labor Creek O&M - <b>For the Record</b>	Precision Planning, Inc.	<b>\$912.92</b>
<b>Water</b>				
	4446	507 Meters needed for Restock Emergency	Delta Municipal Supply	<b>\$63,400.00</b>
		507 Outsourcing and Postage for Bills	Arista Information Systems, Inc.	<b>\$9,209.75</b>
		507 Water Purchased from Newton County	Cornish Creek	<b>\$208,811.00</b>
		507 Water Purchased from Oconee County	Oconee County Water Resources	<b>\$8,086.89</b>
		507 Various Locations for Tank Maintenance	Utility Service Co. Inc.	<b>\$10,303.23</b>
		507 Intergovernmental Agreement with Walnut Grove - Money Owed for Sewerage Fees	City of Walnut Grove	<b>\$5,676.72</b>
		507 Water and Sewer Purchased - Monroe	City of Monroe Combined Utilities	<b>\$6,078.53</b>
		507 Purchased Unleaded Fuel and Diesel Fuel	Stephen's Oil Company	<b>8,868.80</b>
<b>Water - American Rescue Plan</b>				
	4446.21	257 General Engineering Fees	Precision Planning, Inc.	<b>5,775.00</b>
<b>Solid Waste</b>				
	4530	540 Tipping Fees - April 2022	City of Monroe Public Works	<b>\$16,111.44</b>
		540 Tipping Fees - May 2022	City of Monroe Public Works	<b>\$17,161.65</b>
<b>Recreation Programs</b>				
	6130	100 Soccer Uniforms - Youth (200) ; Soccer Uniforms - Adult (150) - Fall 2022	Scotteez Spiritwear & Graphics	<b>\$6,732.00</b>
		100 Football Jersey - Fall 2022 (500)	Go Sports USA, Inc	<b>\$20,000.00</b>
		100 Baseball/Softball Jersey's - Youth (800) and Baseball/Softball Jersey's - Adult (400)	Scotteez Spiritwear & Graphics	<b>\$19,600.00</b>
		100 Baseball Hats - Fall 2022 (1,000)	Scotteez Spiritwear & Graphics	<b>\$7,700.00</b>
		100 Cheer Uniforms - Fall 2022 (275)	Go Sports USA, Inc	<b>\$12,375.00</b>
		100 Chemical Spraying of the Facilities	Pro Way Turf, Inc.	<b>\$7,328.00</b>
<b>Parks &amp; Rec-SPLOST 2019</b>				
	6220.19	323 Additional Part for the South Walton Community center Bleachers	Uline Supply Company	<b>\$7,887.48</b>
<b>Development Authority</b>				
	7520.19	100 County Commitment on the Piedmont Parkway Extension	Development Authority of Walton County	<b>\$375,421.00</b>
				<b>\$2,849,706.64</b>

## Walton County Juvenile Court

### CONTRACT FOR SERVICES (Subcontract)

This contract is hereby made this 26th day of May 2022, 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- 134 days/402 MPUs (Man Power Units). \$30.00 = 1 MPU  
ERC total = \$12060.00
- 2. Thinking For A Change- 68 classes at \$60.00 per class.  
T4AC total = \$4080.00
- 3. Community Service- 25 days = \$125.00 per supervisor. Two supervisors needed=  
\$250.00 a day.  
CS total = \$6250.00
- 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, 2022 – June 30, 2023 will be twenty seven thousand, one hundred ninety dollars. \$27190.00.

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 30<sup>th</sup> day of June, 2023. 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 REGULATIONS**

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.

Time is of the essence of the contract.

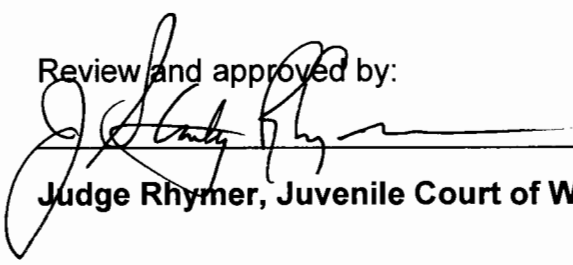
**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**David Thompson, Chairman Walton County, Georgia Board of Commissioners**

Attest: \_\_\_\_\_

**Rhonda Hawk, County Clerk**

Review and approved by:

  
\_\_\_\_\_  
**Judge Rhymer, Juvenile Court of Walton County**

**Alcovy Leadership and Character Development Program, LLC**

By:   
\_\_\_\_\_

**Pamela I. Baldwin**

**REQUEST FOR PROPOSAL #2022-14 FOR Design-Build – Fire Station No. 7 Replacement  
WALTON COUNTY BOARD OF COMMISSIONERS**

TO: Chairman Thompson and Board of Commissioners  
FROM: Thomas J. “Jeff” Prine, CCM, LEED AP – Ascension Program Management, LLC  
Capital Project Manager  
DATE: June 15, 2022  
SUBJECT: **Walton County Request for Proposals – Design-Build services for Fire Station No. 7 –  
Rankings and Recommendations.**

On June 15, 2022, Proposals were received from the following Design-Build Construction Management Firms (Teams):

- 1. Sunbelt Builders, Inc.
- 2. Cooper & Company
- 3. RW Allen
- 4. BM&K

An evaluation committee made up of Chief Haney, Deputy Chief League, Steve Emerick, Hank Shirley, and Jeff Prine met on June 15, 2022, to review said proposals and determine a specific ranking and recommendation for the BOC.

The evaluation followed precisely the format that had been included within the RFP. Maximum points that could have been achieved was 1,500 points. Each committee member reviewed each of the Proposals on their technical qualifications and those scores were tallied. At the end of that step the Technical rankings were as follows:

**TECHNICAL RANK:**

- 1. Sunbelt Builders, Inc.
- 2. Cooper & Company
- 3. RW Allen Const.
- 4. BM&K Construction

Next, we opened and read aloud their Fees which included Pre-Construction and Design Phase services as follows:

- 1. Sunbelt Builders, Inc. \$100,600.00 and a CM Construction Mgmt. Fee % of 4.75%
- 2. RW Allen Const. \$246,000.00 and a CM Construction Mgmt. Fee % of 6.65%
- 3. Cooper & Company \$277,000.00 and a CM Construction Mgmt. Fee % of 3.20%
- 4. BM&K Construction \$291,877.00 and a CM Construction Mgmt. Fee % of 6 %

Taking into consideration, both the technical qualifications and the proposed Fees, the committee members completed their evaluations, and the final ranking is as follows:

**OVERALL RANK SCORE:**

- 1. Sunbelt Builders, Inc. 1,484
- 2. Cooper & Company 1,319
- 3. RW Allen Const. 1,192
- 4. BM&K Construction 1,151

Therefore, it is the recommendation of the evaluation committee that the Board of Commissioners award a Design-Build Construction Management Contract for Pre-Construction / Design Services to **Sunbelt Builders, Inc.** for the total amount of **\$100,600.00.**

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas J. Prine". The signature is fluid and cursive, with the first name being the most prominent.

Thomas J. "Jeff" Prine, CCM, LEED AP  
Ascension Program Management, LLC  
Capital Project Manager



PRIVATE SECTOR REPRESENTATIVE ON COUNCIL

Shane Short will represent Walton County as

Private Sector representative on the Council of the Northeast Georgia Regional  
Commission for a term beginning on July 1, 2022 and ending on June 30, 2023.

  
Chairperson, Board of Commissioners

\_\_\_\_\_  
Date

Email to Julie Ball at [jball@negrc.org](mailto:jball@negrc.org)

Or Mail to: Julie Ball  
Executive Assistant  
Northeast Georgia Regional Commission  
305 Research Drive  
Athens, GA 30605-2795

### ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is entered into by and between Board of Commissioners of Walton County, Georgia ("Employer") and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield ("Anthem") and is effective as of July 1, 2022 upon the following terms and conditions:

1. Employer is the sponsor of a self-funded Group Health Plan (as defined below) providing, among other things, health care benefits to certain eligible employees and their qualified dependents.
2. Employer desires to retain Anthem as an independent contractor to administer certain elements of Employer's Group Health Plan.
3. Anthem desires to administer certain elements of Employer's Group Health Plan pursuant to the terms of this Agreement.

In consideration of the promises and the mutual covenants contained in this Agreement, Anthem and Employer (the "Party" or "Parties" as appropriate) agree as follows:

#### ARTICLE 1 - DEFINITIONS

For purposes of this Agreement and any amendments, attachments or schedules to this Agreement, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent:

**ADMINISTRATIVE SERVICES FEES.** The amount payable to Anthem in consideration of its administrative services and operating expenses as indicated in Section 3 of Schedule A, excluding any cost for stop loss insurance coverage or any other policy of insurance, if applicable. All additional charges not included in the Administrative Services Fees are specified elsewhere in this Agreement.

**AGREEMENT PERIOD.** The period of time indicated in Section 1 of Schedule A.

**ANTHEM AFFILIATE.** An entity controlling, under common control with or controlled by Anthem.

**BENEFITS BOOKLET.** A description of the portion of the health care benefits provided under the Plan that is administered by Anthem.

**BILLED CHARGES.** The amount that appears on a Member's Claim form (or other written notification acceptable to Anthem that Covered Services have been provided) as the Provider's charge for the services rendered to a Member, without any adjustment or reduction and irrespective of any applicable reimbursement arrangement with the Provider.

**BLUE CROSS BLUE SHIELD ASSOCIATION ("BCBSA").** An association of independent Blue Cross and Blue Shield companies.

**CLAIM.** Written or electronic notice of a request for reimbursement of any health care service or supply on a form acceptable to Anthem.

**CLAIMS RUNOUT SERVICES.** Processing and payment of Claims that are incurred but unreported and/or unpaid as of the date this Agreement terminates.

**COVERED SERVICE.** Any health care service or supply rendered to Members for which benefits are eligible for reimbursement pursuant to the terms of the applicable Benefits Booklet.

**EMPLOYER AFFILIATES.** Companies affiliated with Employer that are participating in the Plan and which, along with the Employer constitute a single "control group" as that term is used in the Internal Revenue Code.

**GROUP HEALTH PLAN OR PLAN.** An employee welfare benefit plan established by the Employer, in effect as of the Effective Date, as described in the Plan Documents, as they may be amended from time to time.

**INTER-PLAN ARRANGEMENTS.** Blue Cross and Blue Shield Association programs, including the BlueCard Program, where Anthem can process certain Claims for Covered Services received by Members, which may include accessing the reimbursement arrangement of a Provider that has contracted with another Blue Cross and/or Blue Shield plan.

**INVOICE DUE DATE.** The date on the invoice provided to Employer indicating when payment is due.

**MEMBER.** The individuals, including the Subscriber and his/her dependents, as defined in the Benefits Booklet, who have satisfied the Plan eligibility requirements of Employer, applied for coverage, and been enrolled for Plan benefits.

**NETWORK PROVIDER.** A physician, health professional, hospital, pharmacy, or other individual, organization and/or facility that has entered into a contract, either directly or indirectly, with Anthem to provide Covered Services to Members through negotiated reimbursement arrangements.

**PAID CLAIM.** The amount charged to Employer for Covered Services or services provided during the term of this Agreement and any Claims Runout Period. Paid Claims may also include any applicable surcharges assessed by a state or government agency and any applicable interest paid. In addition, Paid Claims shall be determined as follows:

1. Provider and Vendor Claims. Except as otherwise provided in this Agreement, Paid Claims shall mean the amount Anthem actually pays the Provider or Vendor without regard to: (i) whether Anthem reimburses such Provider or Vendor on a percentage of charges basis, a fixed payment basis, a global fee basis, single case rate, or other reimbursement methodology; (ii) whether such amount is more or less than the Provider's or Vendor's actual Billed Charges for a particular service or supply; or (iii) whether such payments are increased or decreased by the Provider's or Vendor's achievement of, or failure to achieve, certain specified goals, outcomes or standards adopted by Anthem.
2. This provision is intentionally removed.
3. Payment Innovation Programs. If a Provider or Vendor participates in any Anthem payment innovation program, excluding any programs described in paragraph 1 of this provision, in which performance incentives, rewards or bonuses are paid based on the achievement of cost, quality, efficiency, or service standards or metrics adopted by Anthem ("Payment Innovation Programs"), Paid Claims shall also include the amount of such payments to Providers or Vendors for these Payment Innovation Programs. Such payments may be charged to Employer on a per Claim, lump sum, per Subscriber, or per Member basis and shall be based on Anthem's predetermined methodology for such Payment Innovation Program, as may be amended from time to time. The total monies charged in advance to fund a Payment Innovation Program shall be actuarially determined as the amount necessary to fund the expected payments attributable to the Payment Innovation Program. Prior to its implementation, Anthem shall provide Employer with a description of the Payment Innovation Program, the methodology that will be utilized to charge the Employer, and any reconciliation process performed in connection with such program. Payments to Providers or Vendors under these Payment Innovation Programs shall not impact Member cost shares.
4. Fees Paid To Manage And/Or Coordinate Care Or Costs. Paid Claims may also include fees paid to Providers or Vendors for managing and/or coordinating the care or cost of care for designated Members.
5. Claims Payment Pursuant to any Judgment, Settlement, Legal or Administrative Proceeding. Paid Claims shall include any Claim amount paid as the result of a settlement, judgment, or legal, regulatory or administrative proceeding brought against the Plan and/or Anthem, or otherwise agreed to by Anthem, with respect to the decisions made by Anthem regarding the coverage of or amounts paid for services under the terms of the Plan. Paid Claims also includes any amount paid as a result of dispute resolution procedures. Any Claims paid pursuant to this provision will count towards any stop loss accumulators under a stop loss agreement with Anthem.
6. Claims Payment Pursuant To Inter-Plan Arrangements And Other Bcbsa Programs. Paid Claims shall include any amount paid for Covered Services that are processed through Inter-Plan Arrangements or for any amounts paid for Covered Services provided through another BCBSA program (e.g., BCBSA Blue Distinction Centers for Transplant). More information about Inter-Plan Arrangements is found in the Inter-Plan Arrangements Schedule of this Agreement.



7. Claims Payment Pursuant To A Consumer Directed Health Plan Account. If applicable to Plan benefits and as indicated on Schedule A or B of this Agreement, Paid Claims shall include any amount actually paid by Anthem from a consumer directed health plan account, such as a health reimbursement account or a health incentive account.

**PLAN DOCUMENTS.** The documents that set forth the terms of the Plan, and which include the Summary Plan Description and the Benefits Booklet.

**PROPRIETARY INFORMATION AND CONFIDENTIAL INFORMATION.** Employer's Proprietary Information is information about the systems, procedures, methodologies and practices used by Employer to run its operations and the Plan and other non-public information about Employer. Anthem's Proprietary Information is non-public, trade secret, commercially valuable, or competitively sensitive information, or other material and information relating to the products, business, or activities of Anthem or an Anthem Affiliate, including but not limited to: (1) information about Anthem's Provider networks, Provider negotiated fees, Provider discounts, and Provider contract terms; (2) information about the systems, procedures, methodologies, and practices used by Anthem and Anthem Affiliates in performing their services such as underwriting, Claims processing, Claims payment, and health care management activities; and (3) combinations of data elements that could enable information of this kind to be derived or calculated. Anthem's Confidential Information is information that Anthem or an Anthem Affiliate is obligated by law or contract to protect, including but not limited to: (1) Social Security numbers; (2) Provider tax identification numbers (TINs); (3) National Provider Identification Numbers (NPIs); (4) Provider names, Provider addresses, and other identifying information about Providers; and (5) drug enforcement administration (DEA) numbers, pharmacy numbers, and other identifying information about pharmacies.

**PROVIDER.** A duly licensed physician, health professional, hospital, pharmacy or other individual, organization and/or facility that provides health services or supplies within the scope of an applicable license and/or certification and meets any other requirements set forth in the Benefits Booklet.

**SUBSCRIBER.** An employee or retiree of Employer or other eligible person (other than a dependent) who is enrolled in the Plan.

**SUMMARY PLAN DESCRIPTION ("SPD").** A document provided to Subscribers by Employer or its designee that describes the health care benefits available to Members under the Plan, their rights under the Plan and the obligations of the Plan. This document may incorporate the Benefits Booklet. In the event of any conflict or inconsistency between the Summary Plan Description and the Benefits Booklet, the terms of the Benefits Booklet shall control Anthem's performance under this Agreement.

**VENDOR.** A person or entity other than a Provider, including an Anthem Affiliate, that provides services or supplies pursuant to a contract with Anthem.

## ARTICLE 2 - ADMINISTRATIVE SERVICES PROVIDED BY ANTHEM

- a. Anthem shall process the enrollment of eligible individuals and termination of Members as directed by the Employer subject to the provisions of this Agreement. Anthem shall, with the assistance of Employer, respond to direct routine inquiries made to it by employees and other persons concerning eligibility in the Plan.
- b. Anthem shall perform the following Claims administrative services:
  1. Process Claims with a Claims Incurred Date indicated in Section 1 of Schedule A and provide customer service, including investigating and reviewing such Claims to determine what amount, if any, is due and payable according to the terms and conditions of the Benefits Booklet and this Agreement. Anthem shall perform coordination of benefits ("COB") with other payors, including Medicare. In processing Claims, Anthem shall utilize Anthem's medical policies and medical policy exception process, its definition of medical necessity, its precertification and/or preauthorization policies, Provider contract requirements and applicable Claim timely filing limits.
  2. Disburse to the applicable individuals or entities (including Providers and Vendors) payments that it determines to be due according to the provisions of the Benefits Booklet.

3. Provide notice in writing when a Claim for benefits has been denied which notice shall set forth the reasons for the denial and the right to a full and fair review of the denial under the terms of the Benefits Booklet and shall otherwise satisfy applicable regulatory requirements governing the notice of a denied Claim.
  4. Administration of independent dispute resolution processes for non-Network Provider Claims (including non-network air ambulance Provider Claims) as set forth under the Consolidated Appropriations Act if listed in Schedule A for the fee set forth in Section 3.C of Schedule A. Employer agrees to promptly notify Anthem if an independent dispute resolution request is received. Failure to promptly notify Anthem may impact independent dispute resolution processes. Notwithstanding anything to the contrary in the Agreement, Employer shall assume liability for payment of all fees and costs, including but not limited to arbitrator fees, charged to or paid by Anthem as part of Inter-Plan Arrangement Claim independent dispute resolution processes.
- c. Employer delegates to Anthem fiduciary authority to determine claims for benefits under the Plan as well as the authority to act as the appropriate fiduciary to determine appeals of any adverse benefit determinations under the Plan. Anthem shall administer complaints, appeals and requests for independent review according to Anthem's complaint and appeals policy, and any applicable law or regulation, unless otherwise provided in the Benefits Booklet. In carrying out this authority, Anthem is delegated full discretion to determine eligibility for benefits under the Plan and to interpret the terms of the Plan. Anthem shall be deemed to have properly exercised such authority unless a Member proves that Anthem has abused its discretion or that its decision is arbitrary and capricious. Anthem is a fiduciary of the Plan only to the extent necessary to perform its obligations and duties as expressed in this Agreement and only to the extent that its performance of such actions constitutes fiduciary action. Anthem shall have no fiduciary responsibility in connection with any other element of the administration of the Plan. Anthem shall not act as the "plan administrator" nor shall it be a "named fiduciary" of the Plan. Anthem shall charge Employer the fee described in Section 3.C of Schedule A for any independent review conducted pursuant to this provision.
  - d. Anthem shall have the authority, in its discretion, to institute from time to time, utilization management, case management, disease management or wellness pilot initiatives in certain designated geographic areas. These pilot initiatives are part of Anthem's ongoing effort to find innovative ways to make available high quality and more affordable healthcare services. A pilot initiative may affect some, but not all Members under the Plan. These programs will not result in the payment of benefits which are not provided in the applicable Benefits Booklet, unless otherwise agreed to by the Employer. Anthem reserves the right to discontinue a pilot initiative at any time without advance notice to Employer.
  - e. Anthem shall perform Claims prepayment analysis and recovery services as provided in Articles 4 and 13.
  - f. Anthem shall issue identification cards to Subscribers and/or Members, as applicable, and the content and design of the identification cards shall comply with BCBSA regulations.
  - g. Employer authorizes Anthem to use relevant Employer Claims and eligibility data to offer Medicare products as a replacement of Employer's Group Health Plan for Members.
  - h. Anthem shall provide Members and potential Members access to an online directory of Providers contracted with Anthem ("Provider Directories"). Members may also contact customer service for a listing of applicable Network Providers. Additionally, if applicable to Plan benefits, Anthem shall ensure that Members and potential Members have access to the BlueCard directory of Providers via a website sponsored by BCBSA.
  - i. Anthem reserves the right to make benefit payments to either Providers or Members at its discretion. Employer agrees that the terms of the Plan will include provisions for supporting such discretion in determining the direction of payment including, but not limited to, a provision prohibiting Members from assigning their rights to receive benefit payments, unless otherwise prohibited by applicable law.

- j. If applicable to the Plan benefits and as indicated in Schedule A or B of this Agreement, Anthem may provide or arrange for the provision of the following managed care services:
1. Conduct medical necessity review, utilization review, and a referral process, which may include, but is not limited to: (a) preadmission review to evaluate and determine the medical necessity of an admission or procedure and the appropriate level of care, and for an inpatient admission, to authorize an initial length of stay; (b) concurrent review throughout the course of the inpatient admission for authorization of additional days of care as warranted by the patient's medical condition; (c) retrospective review; and (d) authorizing a referral to a non-Network Provider. Anthem shall have the authority to waive a requirement if, in Anthem's discretion, such exception is in the best interest of the Member or the Plan, or is in furtherance of the provision of cost effective services under this Agreement.
  2. Perform case management to identify short and long term treatment programs in cases of severe or chronic illness or injury. Anthem may, but is not required to, customize benefits in limited circumstances by approving otherwise non-Covered Services if, in the discretion of Anthem, such exception is in the best interest of the Member and the Plan.
  3. Provide access to a specialty network of Providers if the Plan includes a specialty network. Anthem reserves the right to establish specialty networks for certain specialty or referral care.
  4. Provide any other managed care services incident to or necessary for the performance of the services set forth in this Article 2.
- k. Anthem shall offer programs to help Employer effectively manage the cost of care, and Employer shall pay fees for the programs selected by Employer only if such fees are indicated in Section 3(B) of Schedule A. Employer shall abide by all applicable policies and procedures of the programs selected, which may require Employer to provide requested information prior to Anthem initiating the service.
- l. On behalf of Employer, Anthem shall produce and maintain a master copy of the Benefits Booklet and make changes and amendments to the master copy of the Benefits Booklet and incorporate any approved changes or amendments pursuant to Article 18(a) of this Agreement. Employer shall determine, in its sole discretion, whether Anthem has accurately produced the Benefits Booklet and has fully implemented the approved changes or amendments. Until Employer has approved the Benefits Booklet, Anthem will administer the quoted benefits according to Anthem's most similar standard Benefits Booklet language.
- m. Anthem will provide Employer with Plan data and assistance necessary for preparation of the Plan's information returns and forms required by federal or state laws. Anthem shall prepare and mail all IRS Form 1099's and any other similar form that is given to Providers or brokers.
- n. Anthem shall administer unclaimed funds associated with Paid Claims that are not processed through Inter-Plan Arrangements pursuant to unclaimed property or escheat laws and shall make any required payment and file any required reports under such laws. Inter-Plan Arrangement Paid Claims are processed according to the Host Blue's procedures and may be escheated to the state.
- o. Unless otherwise agreed to by the Parties and specified in the Benefits Booklet, Anthem's standard policies and procedures, as well as Provider contracts, as they may be amended from time to time, will be used in the provision of services specified in this Agreement. In the event of any conflict between this Agreement and any of Anthem's policies and procedures, this Agreement will govern. In the event of any conflict between this Agreement and the Provider contracts, the Provider contracts will govern the rights and obligations as between the Parties and Providers.
- p. This provision is intentionally omitted.
- q. Select state laws may require Employers to finance health related initiatives through residency-based assessments and/or surcharges added to certain Paid Claims. After Employer completes any applicable forms, Anthem shall make all assessment and/or surcharge payments on behalf of Employer to the appropriate pools administered by the respective states, based primarily upon Anthem's Paid Claims information and Member information provided to Anthem by Employer.

- r. Anthem shall provide required notices describing Member's rights under the Women's Health and Cancer Rights Act (WHCRA) upon a Member's enrollment and at least annually thereafter.
- s. Anthem shall have the authority, in its sole discretion, to build and maintain its Provider network on its own behalf. In building and maintaining its Provider network, Anthem is not acting on behalf of or as an agent for any employer or member. Nothing in this Agreement shall be interpreted to require Anthem to maintain negotiated fees or reimbursement arrangements or other relationships with certain Providers or Vendors or to negotiate on behalf of or for the benefit of Employer or Employer's Members. Anthem will be solely responsible for acting as a liaison with Providers including, but not limited to, responding to Provider inquiries, negotiating contract language and negotiating rates with Providers or auditing Providers, and Employer agrees that it will be governed by the terms and conditions of these agreements.
- t. If a catastrophic event (whether weather-related, caused by a natural disaster, or caused by war, terrorism, or similar event) occurs that affects Members in one or more locations, and such catastrophic event prevents or interferes with Anthem's ability to conduct its normal business with respect to such Members or prevents or interferes with Members' ability to access their benefits, Anthem shall have the right, without first seeking consent from Employer, to take reasonable and necessary steps to process Claims and provide managed care services in a manner that may be inconsistent with the Benefits Booklet in order to minimize the effect such catastrophic event has on Members. As soon as practicable after a catastrophic event, Anthem shall report its actions to Employer. Employer shall reimburse Anthem for amounts paid in good faith under the circumstances and such amounts shall constitute Paid Claims, even if the charges incurred were not for services otherwise covered under the Benefits Booklet.
- u. Anthem shall submit any claim that is required to be filed under any stop loss policy issued by Anthem or an Anthem Affiliate. Anthem shall have no obligation to prepare or file any claim for excess risk or stop loss coverage under a policy not issued by Anthem or an Anthem Affiliate. Anthem shall provide Employer with Claims data pursuant to Article 11 of this Agreement if Employer chooses to file a claim under a stop loss policy issued by an entity other than Anthem or an Anthem Affiliate. Anthem shall assume no liability or responsibility to Employer for inconsistencies between the determination of Covered Services under the Benefits Booklet and this Agreement and the determination of coverage by an unaffiliated stop loss carrier.
- v. This provision is intentionally omitted.
- w. Anthem is the responsible reporting entity ("RRE") for the Plan as that term is defined pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. In order to fulfill its RRE obligation, Anthem requires information from the Employer, including, but not limited to, Member Social Security Numbers. Employer shall cooperate with Anthem and timely respond to any request for information made by Anthem.
- x. Anthem will provide Employer with Plan information and assistance necessary for the preparation of the Plan's Summary of Benefits and Coverage ("SBC") related to the elements of the Plan that Anthem administers. Employer is solely responsible for ensuring that the SBC accurately reflects the benefits Employer will offer and for finalizing and distributing the SBC to Subscribers. Notwithstanding the provisions in Article 18(a), if Employer's open enrollment period is at a time other than 30 days prior to the end of an Agreement Period, Employer agrees to provide Anthem with any changes to the benefits Anthem administers at least 60 days prior to the start of the open enrollment period.
- y. Anthem generally receives Member telephone numbers from Employer through enrollment files or the online employer access portal. Telephone numbers are provided directly to Employer by Members with the understanding that Anthem may contact them, and Employer does not obtain telephone numbers through a service or a third party. Anthem may contact Members by telephone for clinical purposes, benefit related issues or to perform services under the Agreement. Telephone numbers may be updated periodically by Members, and Anthem will honor do not call requests. With regard to Anthem's use of Member telephone numbers, Employer agrees to retain Member enrollment records for a period of at least 4 years or as otherwise set forth in the Telephone Consumer Protection Act and, upon request, will provide such records to Anthem in a timely manner.
- z. Anthem shall provide reporting as indicated in Schedule B to assist with compliance under the Consolidated Appropriations Act.

**ARTICLE 3 - OBLIGATIONS OF EMPLOYER**

- a. Employer shall furnish to Anthem initial eligibility information regarding Members. Employer is responsible for determining eligibility of individuals and advising Anthem in a timely manner, through a method agreed upon by the Parties, as to which employees, dependents, and other individuals are to be enrolled Members. Anthem reserves the right to limit the effective date of retroactive enrollment as indicated in Schedule A. Such retroactive enrollments shall be subject to Anthem's receipt of any applicable fees as indicated in Section 3 of Schedule A. Employer shall keep such records and furnish to Anthem such notification and other information as may be required by Anthem for the purpose of enrolling Members, processing terminations, effecting COBRA coverage elections, effecting changes in single or family coverage status, effecting changes due to a Member becoming eligible or ineligible for Medicare, effecting changes due to a leave of absence, or for any other purpose reasonably related to the administration of eligibility under this Agreement. Employer acknowledges that prompt and complete furnishing of the required eligibility information is essential to the timely, accurate, and efficient processing of Claims.

Employer shall notify Anthem on at least a monthly basis of the Subscribers, dependents, or other individuals that will be or have become ineligible for benefits under the Plan. Upon receipt of such notice, Anthem shall terminate coverage in accordance with the Benefits Booklet. Employer shall give Anthem advance notice, if possible, of any Member's expected termination and/or retirement. Anthem reserves the right to limit retroactive terminations as indicated in Schedule A. Anthem shall credit Employer applicable fee for such retroactive terminations as indicated in Section 3 of Schedule A.

If Anthem has paid Claims for persons no longer eligible, then Employer shall reimburse Anthem for all unrecovered Paid Claim amounts to the extent that the amounts have not already been paid by Employer and to the extent recoupment of such amounts has not been obtained by Anthem.

- b. Employer acknowledges that it or its designee(s) serves as the "plan sponsor, "plan administrator" and "named fiduciary" as those terms are defined in applicable law. Employer has all discretionary authority and control over the management of the Plan, and all discretionary authority and responsibility for the administration of the Plan except as delegated to Anthem in Article 2(c) of this Agreement. Anthem does not serve as "plan sponsor", "plan administrator" or as the Plan's "named fiduciary". Employer retains all final authority and responsibility for the Plan and its operation and Anthem is empowered to act on behalf of Employer in connection with the Plan only as expressly stated in this Agreement or as otherwise agreed to by the Parties in writing. Employer or its designee shall provide Anthem with timely, accurate and complete information necessary for any Anthem obligation under the Agreement.
- c. It is understood and agreed that the provision of any notice, election form, or communication and the collection of any applicable premium or fees required by or associated with Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), or any other applicable law governing continuation of health care coverage, shall be the sole responsibility of Employer and not Anthem, except as otherwise agreed to in a written agreement between the Parties.
- d. Employer is solely responsible for compliance with the Family and Medical Leave Act ("FMLA") and, to the extent applicable to Employers' wellness program(s), for compliance with the Americans with Disabilities Act, the Internal Revenue Code, federal and state nondiscrimination laws, and other federal and state laws and regulations governing wellness programs.
- e. Employer agrees to and shall collect those contributions from Subscribers that are required by Employer for participation in the Plan. If Employer elects Anthem's stop loss coverage, Employer shall abide by Anthem's participation and contribution guidelines.
- f. Unless otherwise agreed to by the Parties in writing, Employer shall prepare and distribute SPDs, summary annual reports, and all notices or summaries of changes or material modifications to the Plan. Employer shall ensure that when it or its designee prepares the SPD, such SPD will accurately reflect the terms of the Benefits Booklet.
- g. To the extent that Medicare, Medicaid, the Veterans Administration or any other federal or state agency or entity asserts a reimbursement right against Employer, the Plan, or Anthem pursuant to that agency's or entity's rights under applicable law with respect to Claims processed by Anthem under this Agreement, the Employer shall be responsible for reimbursing Anthem any such amounts determined to be owed.

- h. Employer shall give notice to Anthem of the expected occurrence of any of the following events (including a description of the event), with such notice to be given at least 30 days prior to the effective date of the event, unless such advance notice is prohibited by law or contract in which case, notice will be provided as soon as practicable:
1. Change of Employer's name;
  2. Any merger between or consolidation with another entity where, after such merger or consolidation, Employer is not the controlling entity;
  3. The sale or other transfer of all or substantially all of the assets of either Employer or any Employer Affiliates or the sale or other transfer of the equity of Employer or any Employer Affiliates, or;
  4. Any bankruptcy, receivership, insolvency or inability of Employer to pay its debts as they become due.
- i. The Employer shall have the sole responsibility, in accordance with state or federal law, to develop procedures for determining whether a medical child support order is a "qualified" medical child support order. The Employer shall provide notice to Anthem once it has made such determination.
- j. The Employer may request Anthem, on an exception basis, to process and pay Claims that were denied by Anthem or take other actions with respect to the Plan that are not specifically set forth in this Agreement or the Benefits Booklet. In such cases, any payments shall not count toward the stop loss accumulators under a stop loss agreement issued by Anthem, unless otherwise agreed to by Anthem. Anthem may charge Employer a processing fee that has been mutually agreed to by the Parties prior to the processing of the Claim. Anthem shall not be responsible for any liability associated with any act or omission undertaken at the direction of, or in accordance with, instructions received from the Employer under this provision.

#### **ARTICLE 4 - CLAIMS PAYMENT METHOD**

- a. Employer shall pay or fund Paid Claims according to the Claims payment method described in Section 4 of Schedule A. Employer shall pay or fund such amounts by the Invoice Due Date. In addition, from time to time, the Parties acknowledge that Employer may request a review of the appropriateness of a Claim payment and, during the review period, Employer shall pay or fund such Claim.
- b. The Parties acknowledge that, from time to time, a Claims adjustment may be necessary as a result of coordination of benefits, subrogation, workers' compensation, other third party recoveries, payment errors and the like, and that the adjustment will take the form of a debit (for an additional amount paid by Anthem) or a credit (for an amount refunded to Employer). The Parties agree that such Claims adjustment shall be treated as an adjustment to the Claims payment made in the billing period in which the adjustment occurs, rather than as a retroactive adjustment to the Claim in the billing period in which it was initially reported as paid. Any Claims credit may be reduced by a fee as indicated in Schedule A of this Agreement. In addition, a credit shall not be provided to Employer for a recovery related to a Claim that was covered under stop loss coverage provided by Anthem.
- c. Employer acknowledges and directs Anthem to utilize offsetting and cross-plan offsetting to recover overpaid Claims from Network Providers. Offsetting and cross-plan offsetting will be conducted only in cooperation with non-Network Providers who have expressly agreed to such procedures and have agreed that members will be held harmless. Offsetting is the practice of Anthem recovering overpayments made to a Network Provider by withholding overpaid amounts from subsequent payments to be made to the same Network Provider. Cross-plan offsetting is the practice of Anthem recovering overpayments made to a Network Provider for one member by withholding the overpaid amount from subsequent payments to be made to the same Network Provider for another member, who receives benefits under a different group health plan for which Anthem pays the Claims on behalf of a different employer.

**ARTICLE 5 - ADMINISTRATIVE SERVICES FEES**

During the term of this Agreement, Employer shall pay Anthem the Administrative Services Fees, described in Section 3 of Schedule A. Employer shall pay the Administrative Services Fees and other fees authorized under this Agreement by the applicable Invoice Due Date according to the payment method described in Section 5 of Schedule A.

**ARTICLE 6 - RENEWAL SCHEDULES**

If Anthem offers to renew this Agreement at the end of an Agreement Period, then Anthem shall provide Employer with the terms and conditions of the proposed renewal in writing within the time period provided in Section 1 of Schedule A. Employer shall notify Anthem in writing of its selection from the renewal options by indicating its selection and signing Anthem's designated renewal form. If Anthem does not receive a signed acceptance of the renewal from Employer prior to the start of the next Agreement Period, Employer's payment of the amounts set forth in the renewal shall constitute Employer's acceptance of the terms. Anthem shall provide a revised Schedule A that will become part of this Agreement without the necessity of securing Employer's signature.

**ARTICLE 7 - CLAIMS RUNOUT SERVICES**

- a. Claims Runout Services shall be provided for the period of time provided in Section 6 of Schedule A (the "Claims Runout Period"), except such Claims Runout services shall not be provided in the event that termination is due to non-payment pursuant to Article 19(a) of this Agreement. During the Claims Runout Period, the terms of this Agreement shall continue to apply. Anthem shall have no obligation to process or pay any Claims or forward Claims to Employer beyond the Claims Runout Period. Any amounts recovered beyond the Claims Runout Period shall be retained by Anthem as reasonable compensation for services under this Agreement. Anthem shall, however, return any recoveries for which Anthem had received monies, but had not processed the recovery prior to the end of the Claims Runout Period. In addition, Employer shall have no obligation to reimburse Anthem for any amounts paid by Anthem due to adjustments to Claims after the end of the Claims Runout Period.
- b. The fee for providing Claims Runout Services during the Claims Runout Period, if applicable, is provided in Section 6 of Schedule A. Paid Claims and the fee for providing Claims Runout Services shall be invoiced and paid in the same manner as provided in Sections 4 and 5 of Schedule A, unless otherwise provided or agreed to in writing by the Parties.

## **ARTICLE 8 - LATE PAYMENT PENALTY**

If Employer fails to timely pay or fund any amount due to Anthem under this Agreement, Employer agrees to pay a late payment penalty for each day the payment is late. The late payment penalty shall be calculated at the rate of 12% simple interest per annum (365 days), and shall be included on a subsequent invoice and payable by the Invoice Due Date. If applicable, Employer agrees to reimburse Anthem for any expenses charged to Anthem by a financial institution, Provider or Vendor due to Employer's failure to maintain sufficient funds in a designated bank account. Any acceptance by Anthem of late payments shall not be deemed a waiver of its rights to terminate this Agreement for any future failure of Employer to make timely payments.

## **ARTICLE 9 - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

- a. Anthem's duties and responsibilities in connection with the requirements imposed by the Health Insurance Portability and Accountability Act ("HIPAA") and the Privacy, Security, Breach Notification and Standard Transactions regulations promulgated thereunder will be set forth in a separate Business Associate Agreement between the Parties. Business Associate is defined as a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, a Covered Entity, as defined under 45 CFR 160.103. Business Associate Agreement (BAA) is defined as a legal contract that describes how Anthem, as a Business Associate, and Plan, as a Covered Entity, may use or disclose protected health information so that the Plan may comply with the applicable requirements of HIPAA and its regulations. Any reference in this Agreement to Business Associate or to Business Associate Agreement shall be considered to be capitalized.
- b. In the event the Plan submits Claims or eligibility inquiries or any other HIPAA covered transaction as defined in 45 CFR Part 160 and 162 to Anthem through electronic means, the Plan and Anthem shall comply with all applicable requirements of HIPAA and the Plan and Anthem shall require any of their respective agents or subcontractors to comply with all applicable requirements of HIPAA.

## **ARTICLE 10 - PROPRIETARY AND CONFIDENTIAL INFORMATION**

- a. Each Party retains ownership of its Proprietary Information and Confidential Information (collectively "Information") and neither conveys ownership rights in its Information nor acquires ownership rights in the other Party's Information by entering into this Agreement or performing its obligations hereunder. Nothing in this Agreement shall impair or limit a Party's right to use and disclose its Information for its own lawful business purposes.
- b. Each Party shall maintain the other Party's Information in strict confidence, and shall institute commercially reasonable safeguards to protect it.
- c. Employer shall use and disclose Anthem's Information solely for the purpose of administering the Plan. Employer shall not, without Anthem's advance written consent, (1) use or disclose Anthem's Information, or reports or summaries thereof, for any purpose other than administering the Plan; (2) combine Anthem's Information with other data to create or add to an aggregated database that will or could be made available to any third party; (3) combine Anthem's Information provided for a particular purpose with Anthem's Information provided for another purpose; or (4) sell or disclose Anthem's Information to any other person or entity except as expressly permitted by this Article 10.
- d. Employer may disclose the minimum amount of Anthem's Information necessary to Employer's stop loss carriers, consultants, auditors, and other third parties engaged by Employer (each a "Plan Contractor"), provided that: (i) each such third party needs to know such Information in order to provide services to Employer; (ii) the restrictions set forth in subsection c. of this Article 10 shall apply to each such third party as well as to Employer; and (iii) prior to such disclosure, each such third party shall enter into the confidentiality agreement attached hereto which shall be provided to third party by Employer for signature and returned to Anthem for countersignature by Anthem prior to the planned disclosure.



- e. Upon termination of this Agreement, each Party shall return or destroy the other Party's Information or retain the Information in accordance with its reasonable record retention policies and procedures; provided; however that each Party shall continue to comply with the provisions of this Article 10 for as long as it retains the other Party's Information.
- f. This Agreement shall not be construed to restrict the use or disclosure of information that: (1) is public knowledge other than as a result of a breach of this Agreement; (2) is independently developed by a Party not in violation of this Agreement; (3) is made available to a Party by any person other than the other Party, provided the source of such information is not subject to any confidentiality obligations with respect to it; or, (4) is required to be disclosed pursuant to law, order, regulation or judicial or administrative process, but only to the extent of such required disclosures and after reasonable notice to the other Party.

#### **ARTICLE 11 - DATA REPORTS**

- a. Upon Employer's request and only as permitted by the business associate agreement entered into between the Parties, Anthem will provide Anthem's standard account reporting package. Prior to Anthem providing data or reports to Employer, the Parties must mutually agree to the types, format, content and purpose of the reports requested. If Employer requests from Anthem information that is not part of Anthem's standard account reporting package, and such request is approved by Anthem, Employer agrees to pay a mutually agreed upon charge to Anthem for such additional reports.
- b. If Employer requests Anthem to provide a data extract or report to any Plan Contractor for use on Employer's behalf and Anthem agrees to do so: (i) to the extent such extract or report includes protected health information ("PHI") as defined in HIPAA, Anthem's disclosure of the PHI and Plan Contractor's subsequent obligations with respect to the protection, use, and disclosure of the PHI will be governed by Employer's applicable business associate agreements with Anthem and the Plan Contractor; and (ii) to the extent such data or report includes Anthem's Proprietary Information and/or Anthem's Confidential Information, Employer acknowledges and agrees that Plan Contractor shall be subject to the requirements set forth in Article 10 of this Agreement.
- c. Employer agrees not to contact, or to engage or permit a Plan Contractor to contact on Employer's behalf, any health care Provider concerning the information in any reports or data extracts provided by Anthem unless the contact is coordinated by Anthem.
- d. In addition to their unlimited rights to use Anthem's Proprietary Information and Confidential Information, Anthem and Anthem Affiliates shall also have the right to use and disclose other Claim-related data collected in the performance of services under this Agreement or any other agreement between the Parties, so long as: (1) PHI is de-identified in a manner consistent with the requirements of HIPAA; or (2) the data is used or disclosed for research, health oversight activities, or other purposes permitted by law; or (3) a Member has consented to the release of his or her PHI. The data used or disclosed shall be used for a variety of lawful purposes including, but not limited to, research, monitoring, benchmarking and analysis of industry and health care trends. Anthem may receive remuneration for PHI only if permitted by HIPAA.

#### **ARTICLE 12 - CLAIMS AUDIT**

- a. At Employer's expense, Employer shall have the right to audit Claims on Anthem's premises, during regular business hours and in accordance with Anthem's audit policy, which may be revised from time to time. A copy of the audit policy shall be made available to Employer upon request.
- b. If Employer elects to utilize a third-party auditor to conduct an audit pursuant to this Agreement and Anthem's audit policy, such auditor must be mutually acceptable to Employer and Anthem. Anthem will only approve auditors that are independent and objective and will not approve auditors paid on a contingency fee or other similar basis. Anthem reserves the right to charge a fee to Employer for expenditure of time by Anthem's employees in completing any audit. An auditor or consultant must execute a confidentiality and indemnification agreement with Anthem pertaining to Anthem's Proprietary and Confidential Information prior to conducting an audit.

- c. Employer may conduct an audit once each calendar year and the audit may only relate to Claims processed during the current year or immediately preceding calendar year (the "Audit Period") and neither Employer nor anyone acting on Employer's or the Plan's behalf, shall have a right to audit Claims processed prior to the Audit Period. The scope of the audit shall be agreed to in writing by the Parties prior to the commencement of the audit.
- d. Employer shall provide to Anthem copies of all drafts, interim and/or final audit reports at such time as they are made available by the auditor or consultants to Employer. Any errors identified as the result of the audit shall be subject to Anthem's review and acceptance prior to initiating any recoveries of Paid Claims pursuant to Article 13 of this Agreement. Anthem reserves the right to terminate any audit being performed by or for Employer if Anthem determines that the confidentiality of its information is not properly being maintained or if Anthem determines that Employer or auditor is not following Anthem audit policy.
- e. An audit performed pursuant to this Agreement shall be the final audit for the Audit Period and for any prior Audit Period unless otherwise agreed to in writing by the Parties; however, Claims may be re-audited if Employer is required to conduct the audit by a government agency with which it has a contractual arrangement.

### **ARTICLE 13 - RECOVERY AND PREPAYMENT ANALYSIS SERVICES**

- a. Pursuant to the provisions of this Article 13(a), Anthem shall conduct recovery activities including review of Paid Claims processed under this Agreement (including during any Claims Runout Period) and audits of Provider and Vendor contracts. The purpose of these services is to determine whether Paid Claims processed under this Agreement have been paid accurately and identify recoveries that can be pursued. Anthem shall not be obligated to retain outside counsel or other third parties if Anthem's recovery efforts are not successful. If Anthem makes a recovery as a result of the services described in this Article 13(a), then Anthem shall receive a fee provided in Schedule A as compensation for its services and Employer will receive the remaining recovery amount.

Anthem shall also engage in various Claims prepayment analysis activities. These activities analyze Claims after services are rendered by a Provider or Vendor but prior to Claims payment to determine whether the billing and Claims submission are accurate and are intended to prevent inaccurate payments from being made. If the amount charged to Employer as a Paid Claim is less than the amount that would have been charged to Employer absent the services described in this Article 13(a), then Anthem shall be entitled to receive the fee provided in Schedule A as compensation for its services. This fee shall only be charged where the prepayment analysis activities relate to a specific Claim(s).

- b. Anthem may become aware of additional recovery opportunities by means other than those described in Article 13(a). Employer grants Anthem the authority and discretion in those instances to do the following: (1) determine and take steps reasonably necessary and cost-effective to pursue the recovery such as filing a proof of claim in a class action settlement, adjusting Claims by offsetting or cross-plan offsetting as described in Article 4, commencing litigation, opting out of or objecting to a proposed settlement, and/or engaging in settlement negotiations; (2) select and retain outside counsel when needed; (3) reduce any recovery obtained on behalf of the Plan by its proportionate share of the outside counsel fees and costs incurred during litigation or settlement activities to obtain such recovery; and (4) implement or effect any settlement of the Employer's and Plan's rights by, among other things, executing a release waiving the Employer's and Plan's rights to take any action inconsistent with the settlement.
- c. During the term of this Agreement and any applicable Claims Runout Period, Anthem may pursue payments to Members by any other person, insurance company or other entity on account of any action, claim, request, demand, settlement, judgment, liability or expense that is related to a Claim for Covered Services ("Subrogation Services"). Anthem shall charge Employer a fee provided in Schedule A to this Agreement ("Subrogation Fee"). Any subrogation recoveries shall be net of the Subrogation Fee. Subrogation Fees will not be assessed on subrogation recoveries until they are received by Anthem and credited to Employer.
- d. This provision is intentionally omitted in its entirety.

- e. In exercising its authority pursuant to this Article 13, Anthem shall determine which recoveries it will pursue or Claims that it will review prior to payment, and in no event will Anthem pursue a recovery if it reasonably believes that the cost of the collection is likely to exceed the recovery amount or if the recovery is prohibited by law or an agreement with a Provider or Vendor. Anthem will not be liable for any amounts it does not successfully recover or prevent from being paid based on Claims prepayment analysis activities. Anthem shall retain any recoveries it obtains as a result of its recovery services or audits if the cost to administer the refund is likely to exceed the amount of the refund. Employer further understands and agrees that Anthem shall have authority to enter into a settlement or compromise on behalf of the Employer and Plan regarding these recovery, subrogation and audit services, including, but not limited to, the right to reduce future reimbursement to Provider or Vendor in lieu of a lump sum settlement. Anthem may have contracts with Network Providers or Vendors or there may be judgments, orders, settlements, applicable laws or regulations that limit, under certain circumstances, Anthem's right to make recoveries or engage in Claims prepayment analysis activities. Anthem may, but is not required to, readjudicate Claims or adjust Members' cost share payments related to the recoveries made from a Provider or a Vendor. Anthem shall credit Employer net recovery amounts after deduction of fees and costs as set forth in this Article 13 not later than 150 days following the receipt of the total recovery amount. If Anthem does not credit Employer within 150 days of its receipt of the total recovery amount, Anthem shall pay Employer interest calculated at the Federal Reserve Funds Rate in effect at the time of the payment. In no event, however, will Anthem be liable to credit Employer for any recovery after the termination date of this Agreement and any Claims Runout Period, and Employer acknowledges and agrees that such sums shall be retained by Anthem as reasonable compensation for recovery services provided by Anthem.
- f. Article 13 shall apply only to the extent not otherwise prohibited by law.

**ARTICLE 14 - PHARMACY BENEFITS AND SERVICES**

This Article is intentionally omitted.

**ARTICLE 15 - INTER-PLAN ARRANGEMENTS**

This Article is intentionally omitted and replaced by the Inter-Plan Arrangements Schedule.

**ARTICLE 16 - CLAIMS LITIGATION**

- a. For purposes of Articles 16 and 17 of this Agreement, "Claims Litigation" means a demand asserted or litigation, proceedings, arbitration, or independent dispute resolution commenced, by a Member, Plan beneficiary or Network or non-Network Provider, or any individual or entity working on any of their behalf ("Claimant(s)"), regardless of how pled or how asserted, where the Claimant seeks to recover monetary damages (including but not limited to actual, compensatory, punitive or other damages), equitable relief, declaratory relief, attorneys' fees, costs, expenses, or other relief, in connection with Anthem's alleged failure to properly handle a request for Covered Services or to pay for all or any portion of Covered Services, including any allegations related to the sufficiency of the amount paid for all or any portion of a Covered Service. References to "Employer" in this Article 16 shall mean Employer or Plan or both as appropriate given the context.
- b. Anthem shall direct the defense of any Claims Litigation brought against Anthem. If Employer (in addition to Anthem) is also a named party in the Claims Litigation, Anthem shall direct the defense of the Claims Litigation and the Employer will cooperate in defending against the Claims Litigation. Employer will direct the defense of the Claims Litigation where Anthem is not a named party. Unless there is a conflict that is not waived, in any of the above scenarios, if Anthem requests, Anthem and the Employer will enter a common interest and/or joint defense agreement to address the sharing of information and any other matters the Parties deem appropriate. Whether there is such a conflict or not, all other provisions of this Article 16 will continue to apply. Anthem shall provide notice of Claims Litigation to the Employer as soon as practicable; provided, however, that this notice obligation shall not apply to Claims Litigation brought by any Provider or to any Claims Litigation to which Employer is a named party.

- c. Each Party shall select and retain its own counsel in any Claims Litigation. Each Party will assume liability for payment of all reasonable attorneys' fees and costs incurred by said Party in the defense of Claims Litigation.
- d. Anthem is authorized to settle or compromise any Claims Litigation with the approval of Employer, which approval shall not be unreasonably withheld. Notwithstanding the above, settlements of reimbursement disputes brought by Providers do not require the approval of Employer.
- e. Anthem is not an insurer of benefits under the Plan nor does it underwrite the risk or otherwise assume any risk for the payment of benefits under the Plan. Under all circumstances, Employer shall be liable to pay Plan benefits awarded or paid by settlement, judgment, or otherwise.

#### **ARTICLE 17 - INDEMNIFICATION**

Except for Claims Litigation, which is governed exclusively by Article 16 of this Agreement, and to the extent allowable by law, Anthem and Employer shall each indemnify, defend and hold harmless the other Party, and its directors, officers, employees, agents and affiliates, from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) that are recovered in direct actions between the Parties or actions brought by a third party asserting liability for: (1) the indemnifying Party's or its subcontractor's gross negligence or willful misconduct in the performance of the obligations under this Agreement, and/or (2) the indemnifying Party's failure to provide information required under this Agreement or otherwise required by law that results in a sanction or penalty being assessed against the other Party, and/or (3) the indemnifying Party's or its subcontractor's breach of fiduciary duties under applicable law. The obligation to provide indemnification under this Agreement shall be contingent upon the Party seeking indemnification: (i) providing the indemnifying Party with prompt written notice of any claim for which indemnification is sought, (ii) allowing the indemnifying Party to control the defense and settlement of such claim; provided, however, that the indemnifying Party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified Party without that indemnified Party's prior written consent, which will not be unreasonably withheld; and, (iii) cooperating fully with the indemnifying Party in connection with such defense and settlement.

#### **ARTICLE 18 - CHANGES IN BENEFITS BOOKLET AND AGREEMENT**

- a. Either Party reserves the right to propose changes to the provisions described in the Benefits Booklet by giving written notice to the other Party not less than 90 days prior to the start of an Agreement Period and such changes will be made to the Benefits Booklet as mutually agreed to in writing by the Parties. Either Party may also propose changes to the Benefits Booklet at a time other than the start of an Agreement Period and such changes will be made to the Benefits Booklet if mutually agreed to in writing by the Parties. Anthem's incorporation of the requested changes into the Benefits Booklet shall constitute Anthem's acceptance of the Employer's requested changes. If Anthem initiates the proposed changes and does not receive written notice from Employer prior to the effective date of the proposed changes that such changes are unacceptable, the changes shall be deemed approved by Employer and Anthem shall incorporate such changes into the Benefits Booklet.
- b. If changes to the provisions of the Benefits Booklet are mandated as a result of a change to any applicable state or federal law, Anthem shall have the right to make such changes to the Benefits Booklet to comply with the law and shall provide written notice to Employer at least 30 days prior to the effective date of the change, unless the effective date specified in the law is earlier.

- c. Anthem also reserves the right to change the Base Administrative Services Fee provided in Section 3(A) of Schedule A at a time other than the start of an Agreement Period upon the occurrence of one or more of the following events: (1) a change to the Plan benefits initiated by Employer that results in a substantial change in the services to be provided by Anthem; (2) a change in ownership as described in Article 3(h) of this Agreement; (3) a change in the total number of Members resulting in either an increase or decrease of 10% or more of the number of Members enrolled for coverage on the date the Base Administrative Services Fee was last modified; (4) a change in Employer contribution as described in Article 3(e) of this Agreement; (5) a change in nature of Employer's business resulting in a change in its designated Standard Industrial Classification ("SIC") code; or (6) a change in applicable law that results in an increase in the cost or amount of administrative services from those currently being provided by Anthem under this Agreement. Anthem shall provide notice to Employer of the change in the Base Administrative Services Fee at least 30 days prior to the effective date of such change. If such change is unacceptable to Employer, either Party shall have the right to terminate this Agreement by giving written notice of termination to the other Party before the effective date of the change. If Employer accepts the proposed Base Administrative Services Fee, Anthem shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Employer's signature on the Schedule.
- d. In the event any action of any department, branch or bureau of the federal, state or local government is initiated or taken ("Action") against a Party to this Agreement and such Action materially and adversely affects that Party's performance of the obligations under this Agreement, the affected Party shall notify the other Party of the nature of the Action and provide copies of pertinent documents supporting the reason(s) for the Action. If a modification to the Agreement is needed as a result of the Action, the Parties shall meet within 30 days of the notice by the affected Party to the other Party and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes or eliminates the impact of the Action. If the Parties are unable to minimize or eliminate the impact of the Action, then either Party may terminate this Agreement by giving at least 90 days notice of termination. This Agreement may be terminated sooner if agreed to by the Parties or required by the government entity initiating or taking the Action.
- e. No modification or change in any provision of this Agreement shall be effective unless and until approved in writing by an authorized representative of Anthem and evidenced by an amendment or new Schedule attached to this Agreement. If Anthem proposes such a modification or change, Anthem shall provide written notice to Employer at least thirty (30) days prior to the effective date of such change. The modification or change will be deemed accepted by Employer unless Anthem receives written notice from Employer prior to the effective date that such change is unacceptable. If Employer does not accept the proposed change, the Parties will meet and confer to reach agreement prior to implementation of such change.

#### **ARTICLE 19 - TERMINATION AND/OR SUSPENSION OF PERFORMANCE**

- a. Notwithstanding any other provision of this Article, this Agreement automatically terminates, without further notice or action, if Employer fails to pay or fund any amount due under this Agreement within 7 days of the date of Anthem's notice to the Employer of a delinquent amount owed. Such termination shall be effective as of the last period for which full payment was made. In addition, this Agreement automatically terminates, without further notice or action, at the end of each Agreement Period unless Anthem offers to renew this Agreement and Employer accepts such offer of renewal pursuant to Article 6 of this Agreement. Upon termination of this Agreement, Employer shall remain liable for all payments due to Anthem under the terms of this Agreement. Notwithstanding the above, Anthem has the right to suspend performance of its obligations under this Agreement if full payment is not made by the Invoice Due Date. Anthem shall have no obligation to pay any Claims under the Agreement until all required payments have been paid in full.
- b. If either Party fails to comply with any material duties and obligations under this Agreement other than payment of amounts due under this Agreement, the other Party shall have the right to: (1) terminate this Agreement by giving the non-compliant Party at least 60 days prior written notice of termination; or (2) upon written notice to the other Party, suspend performance of its obligations under this Agreement. Employer acknowledges and agrees that in the event it is the non-compliant Party, Anthem shall have no liability to any Member. Either Party, at its option, may allow the non-compliant Party to cure a breach of this Agreement and, upon acceptance in writing by that Party that a breach is cured, this Agreement may be reinstated retroactive to the date of the breach or suspension of performance. Notwithstanding any other provision of this Agreement, a Party may seek injunctive or other equitable relief from a court of competent jurisdiction should there be any unauthorized use or disclosure of Proprietary Information or Confidential Information by the other Party.

- c. If there shall occur any change in the condition (financial or otherwise) of Employer or an Employer Affiliate that, in the reasonable opinion of Anthem, has a material adverse effect upon the validity, performance, or enforceability of this Agreement, on the financial condition or business operation of Employer (or Employer Affiliate), or on the ability of Employer to fulfill its obligations under this Agreement, then Anthem shall have the right to require Employer to provide adequate assurance of future performance, which may include a payment of a cash deposit, letter of credit, or other method of assurance acceptable to Anthem. Examples of such a change could include, but would not be limited to the actual, or Anthem's reasonable anticipation of: (1) any voluntary or involuntary case or proceedings under bankruptcy law with respect to Employer or an Employer Affiliate; (2) any receivership, liquidation, dissolution, reorganization or other similar case or proceeding with respect to Employer or an Employer Affiliate; (3) any appointment of a receiver, trustee, custodian, assignee, conservator or similar entity or official for Employer or an Employer Affiliate; or (4) any assignment for the benefit of creditors or sale of all or substantially all of Employer's assets or a key Employer Affiliate's assets.

Any deposit amount shall be paid to Anthem within 30 days of the request or in such time as agreed to by the Parties. The deposit amount shall not be paid with Plan assets, shall not be funded in any part by Member contributions, and shall not be paid from any segregated fund or from funds in which the Plan or any Member has a beneficial interest. The deposit amount shall be the property of Anthem, may be held in Anthem's general account, may be subject to satisfy the claims of Anthem's general creditors, and does not govern or limit the benefits available under the terms of the Plan. At the termination of this Agreement and designated Claims Runout Period, if any, the deposit amount, net of any outstanding fees or Claims amounts payable to Anthem, shall be returned to Employer. Any deposit amount returned to Employer under this Article 19(c) shall not include interest. Neither Employer, the Plan, nor any Member shall have any beneficial or legal ownership interest in any deposit amount paid pursuant to this Section.

If such further assurance is required by Anthem, Anthem may, at any time after the date of notice to Employer of such requirement, suspend performance of its obligations under this Agreement until the date of receipt by Anthem of such adequate assurance without being liable to the Employer, the Plan or any Member for such suspension. If such adequate assurance is not received within 30 days of the request, Anthem may terminate this Agreement.

- d. Subject to the provisions of Article 7 of this Agreement, if this Agreement terminates and Anthem makes payment of any Claim that would otherwise have been payable under the terms of this Agreement after the termination date, Employer shall be liable to reimburse Anthem for such Claim to the extent that the amounts have not already been paid by Employer. Employer also agrees to cooperate fully with Anthem in the coordination of pharmacy Claims with any successor pharmacy benefit manager.
- e. Employer may terminate this Agreement at any time other than at the end of an Agreement Period by giving Anthem 90 days written notice of its intent to terminate.
- f. In connection with the termination of this Agreement and upon Employer's request, Anthem shall provide reports that are part of Anthem's standard account reporting package at no extra charge. In no event shall Anthem be obligated to produce more than two sets of reports following the termination date of this Agreement. However Anthem shall have no obligation to provide the reports after the termination date of this Agreement if such termination is due to non-payment pursuant to Article 19(a) of this Agreement. In addition, Anthem shall also provide data extract files upon Employer's request for an additional fee mutually agreed to by the Parties.

**ARTICLE 20 - LIMITATION ON ACTIONS AND GOVERNING LAW**

- a. No action by either Party alleging a breach of this Agreement may be commenced after the expiration of 3 years from the date on which the claim arose.
- b. Except to the extent preempted by applicable provisions of federal law, this Agreement shall be governed by, and shall be construed in accordance with the laws of Georgia but without giving effect to that state's rules governing conflict of laws.

**ARTICLE 21 - NO WAIVER**

No failure or delay by either Party to exercise any right or to enforce any obligation herein, and, no course of dealing between Employer and Anthem, shall operate as a waiver of such right or obligation or be construed as or constitute a waiver of the right to enforce or insist upon compliance with such right or obligation in the future. Any single or partial exercise of any right or failure to enforce any obligation shall not preclude any other or further exercise, or the right to exercise any other right or enforce any other obligation.

**ARTICLE 22 - ASSIGNMENT AND SUBCONTRACTING**

- a. Unless it has first obtained the written consent of an officer of the other Party, neither Party may assign this Agreement to any other person. Notwithstanding the foregoing, Anthem may, with advance written notice to Employer, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of Anthem; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of Anthem, or in which all or substantially all of Anthem's assets are sold. Additionally, Employer may, with advance written notice to Anthem, assign, delegate, or otherwise transfer its rights and obligations hereunder, in whole, to (i) any affiliate of Employer; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation or reorganization of Employer, or in which all or substantially all of Employer's assets are sold, provided that such affiliate or other assignee presents, in Anthem's opinion, an equivalent or better financial status and credit risk. Either Party is required to provide advance written notice under this provision only to the extent permissible under applicable law and the reasonable terms of the agreement(s) governing such merger, acquisition, consolidation, reorganization, or asset sale. If advance written notice is not allowed, notice shall be provided as soon as practicable. Upon receipt of notice of an assignment of this Agreement, the other Party may terminate this Agreement by providing the assigning Party with 30 days advance written notice of termination. Any assignee of rights or benefits under this Agreement shall be subject to all of the terms and provisions of this Agreement.
- b. Either Party may subcontract any of its duties under this Agreement without the prior written consent of other Party; however, the Party subcontracting the services shall remain responsible for fulfilling its obligations under this Agreement.

**ARTICLE 23 - NOTICES**

- a. Any notice or demand pursuant to Articles 19 and 22 of this Agreement shall be deemed sufficient when made in writing as follows: to Employer, by first class mail, personal delivery, or electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of Anthem; to Anthem, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to the designated Anthem sales representative.
- b. A notice or demand shall be deemed to have been given as of the date of deposit in the United States mail with postage prepaid or, in the case of delivery other than by mail, on the date of actual delivery at the appropriate address.
- c. Employer shall be obligated to provide all notices to Members as may be necessary to effectuate any change in or termination of the Agreement.

#### **ARTICLE 24 - ADMINISTRATION**

- a. Employer, on behalf of itself and its Members, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between Employer and Anthem, that Anthem is an independent corporation operating under a license with BCBSA permitting Anthem to use the Blue Cross and Blue Shield Service Marks in Georgia and that Anthem is not contracting as the agent of BCBSA. Employer further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to it for any of Anthem's obligations to Employer created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this Agreement.
- b. Anthem is providing administrative services only with respect to the portion of the Plan described in the Benefits Booklet. Anthem has only the authority granted it pursuant to this Agreement. Anthem is not the insurer or underwriter of any portion of the Plan. Anthem has no responsibility or liability for funding benefits provided by the Plan, notwithstanding any advances that might be made by Anthem. Employer retains the ultimate responsibility and liability for all benefits and expenses incident to the Plan, including but not limited to, any applicable taxes that might be imposed relating to the Plan.
- c. The Parties acknowledge that the portion of the Plan described in the Benefits Booklet is a self-funded plan and is not subject to state insurance laws or regulations.
- d. Employer shall ensure that sufficient amounts are available to cover Claims payments, the monthly Administrative Services Fees, and other fees or charges.

#### **ARTICLE 25 - ENTIRE AGREEMENT**

- a. The following documents will constitute the entire Agreement between the Parties: this Agreement, including any amendments and Schedules thereto, and the Benefits Booklet.
- b. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that Employer has not signed the Agreement within 90 days of Employer's receipt of the Agreement, payment of Administrative Services Fees by Employer will be considered confirmation of acceptance of the terms.
- c. This Agreement supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter contained in this Agreement.
- d. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law, order, judgment or settlement, such provision shall be excluded from the Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

#### **ARTICLE 26 - THIS ARTICLE IS INTENTIONALLY OMITTED**

#### **ARTICLE 27 - MISCELLANEOUS**

- a. Employer and Anthem are separate legal entities. Anthem is strictly an independent contractor. Nothing contained in this Agreement shall cause either Party to be deemed a partner, member, agent or representative of the other Party, nor shall either Party have the expressed or implied right or authority to assume or create any obligation on behalf of or in the name of the other Party through its actions, omissions or representations.



- b. Except as may be explicitly set forth in this Agreement, nothing herein shall be construed as an implied license by a Party to use the other Party's name, trademarks, domain names, or other intellectual property. Neither Party shall use the name, trademarks, domain names, or any other name or mark of the other Party in any press release, printed form, advertising or promotional materials or otherwise, without the prior written consent of the other Party. In addition, Employer has no license to use the Blue Cross and/or Blue Shield trademarks or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to Employer to use the Brands. Any references to the Brands made by Employer in its own materials are subject to prior review and approval by Anthem.
- c. Nothing contained herein shall cause either Party to be deemed an agent for service of legal process for the other Party.
- d. Anthem or an Anthem Affiliate may enter into business arrangements with certain Network Providers and Anthem may have financial interest in such Network Providers through direct ownership, partnership, joint venture or other arrangements. The business arrangements may provide practice management or other services to Network Providers that are designed to promote a more effective and cost-efficient health care delivery system that emphasizes continuous improvement and increased patient access to high quality, cost-effective health care. Because of its ownership or financial interests in Network Providers, Anthem may share in the Network Provider's profits or other revenue. Any revenue received by Anthem in connection with these business arrangements shall be retained by Anthem.
- e. The Parties acknowledge that Anthem, in making decisions regarding the scope of coverage of services under the Benefits Booklet, is not engaged in the practice of medicine. Providers are not restricted in exercising their independent medical judgment by contract or otherwise and do not act on behalf of, or as agents for, Anthem or the Plan.
- f. In addition to any other provision providing for survival upon termination of this Agreement, the Parties' rights and obligations under Articles 10, 11, 12, 13, 16, 17, 19, 24, 25(a) and 25(c) shall survive the termination of this Agreement for any reason.
- g. Each Party shall comply with all laws and regulations applicable to their respective duties and obligations assumed under this Agreement.
- h. Anthem and Employer agree to the performance standards set forth in [Schedule C] [Performance Guarantees Schedule].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by affixing the signatures of duly authorized officers.

Board of Commissioners of Walton County, Georgia

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.  
dba Anthem Blue Cross and Blue Shield

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INTER-PLAN ARRANGEMENTS SCHEDULE  
TO ADMINISTRATIVE SERVICES AGREEMENT  
WITH  
Board of Commissioners of Walton County, Georgia**

This Inter-Plan Arrangement Schedule supplements and amends the Administrative Services Agreement and is effective as of July 1, 2022. In the event of an inconsistency between the applicable provisions of this Schedule, any other Schedule and/or the Agreement, the terms of this Schedule shall govern, but only as they relate to the Inter-Plan Arrangements. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

## **Out-of-Area Services**

### **Overview**

Anthem has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements”. These Inter-Plan Arrangements operate under rules and procedures issued by BCBSA. Whenever Members access healthcare services outside the geographic area Anthem serves (the “Anthem Service Area”), the Claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the Anthem Service Area, Members obtain care from healthcare Providers that have a contractual agreement (“Participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Members may obtain care from healthcare Providers in the Host Blue geographic area that do not have a contractual agreement (“Non-Participating Providers”) with the Host Blue. Anthem remains responsible for fulfilling its contractual obligations to Employer. Anthem’s payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that dental care, Prescription Drug or vision benefits may not be processed through Inter-Plan Arrangements.

If the Plan covers only limited healthcare services received outside of Anthem’s Service Area, services other than those listed as Covered Services (e.g., emergency services) in the Plan will not be covered when processed through any Inter-Plan Arrangements, unless authorized by Anthem. Providers providing such non-Covered Services will be considered Non-Participating Providers.

### **A. BlueCard<sup>®</sup> Program**

The BlueCard<sup>®</sup> Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services outside the Anthem Service Area, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

#### **1. Liability Calculation Method Per Claim**

##### **a. Member Liability Calculation**

Unless subject to a fixed dollar copayment, the calculation of the Member liability on Claims for Covered Services will be based on the lower of the Participating Provider’s Billed Charges or the negotiated price made available to Anthem by the Host Blue.

b. Employer Liability Calculation

The calculation of Employer liability on Claims for Covered Services will be based on the negotiated price made available to Anthem by the Host Blue. Sometimes, this negotiated price may be greater for a given service or services than the Billed Charges in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the Billed Charges, Employer may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Participating Provider, even when the contracted price is greater than the Billed Charges.

2. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's Participating Provider contracts. The negotiated price made available to Anthem by the Host Blue may be represented by one of the following:

- (i) An actual price. An actual price is a negotiated rate of payment in effect at the time a Claim is processed without any other increases or decreases; or
- (ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or
- (iii) An average price. An average price is a percentage of Billed Charges in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its Participating Providers or a similar classification of its Participating Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific Claim and the actual amount the Host Blue pays to the Participating Provider. However, the BlueCard Program requires that the amount paid be a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or under-estimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. Upon termination, Employer will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

## B. Negotiated Arrangements

With respect to one or more Host Plans, instead of using the BlueCard Program, Anthem may process Claims for Covered Services through negotiated arrangements. A negotiated arrangement is an agreement negotiated between Anthem and one or more Host Blues for any group health plan that is not delivered through the BlueCard Program ("Negotiated Arrangement").

In addition, if Anthem and Employer agree that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in Anthem's Negotiated Arrangement(s) with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Members access such network(s). In negotiating such arrangement(s), Anthem is not acting on behalf of or as an agent for Employer, the Plan or Members.

### *Member Liability Calculation*

If Anthem has entered into a Negotiated Arrangement with a Host Blue, the calculation of Member cost-sharing will be based on the lower of either Billed Charges or negotiated price (refer to the description of negotiated price under Section A, BlueCard Program) that the Host Blue makes available to Anthem and that allows Members access to negotiated participation agreement networks of specified Participating Providers outside of Anthem's service area.

## C. Special Cases: Value-Based Programs

### *Definitions*

1. **Accountable Care Organization (ACO):** A group of Providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.
2. **Care Coordination:** Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.
3. **Care Coordinator:** An individual within a Provider organization who facilitates Care Coordination for patients.
4. **Care Coordinator Fee:** A fixed amount paid by a Host Plan to Providers periodically for Care Coordination under a Value-Based Program.
5. **Global Payment/Total Cost of Care:** A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient, such as outpatient, physician, ancillary, hospital services, and prescription drugs.
6. **Patient-Centered Medical Home (PCMH):** A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
7. **Provider Incentive:** An additional amount of compensation paid to a Provider by a Host Blue, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
8. **Shared Savings:** A payment mechanism in which the Provider and the payer share cost savings achieved against a target cost budget based on agreed upon terms and may include downside risk.
9. **Value-Based Program (VBP):** An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.

### *Value-Based Programs Overview*

Members may access Covered Services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

## *Value-Based Programs under the BlueCard Program*

### Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to Anthem, which Anthem will pass directly on to Employer as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Employer via an enhanced Provider fee schedule.

(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the Claim, they may be billed using a Per Member Per Month billing for Value-Based Programs incentives/Shared Savings settlements to accounts outside of the Claim system. Anthem will pass these Host Blue charges directly through to Employer as a separately identified amount on the Employer billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If the Agreement terminates, Employer will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

### Care Coordinator Fees

Host Blues may also bill Anthem for Care Coordinator Fees for Provider services which Anthem will pass on to Employer as follows:

1. PMPM billings; or
2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

Anthem and Employer will not impose Member cost-sharing for Care Coordinator Fees.

### *Value-Based Programs under Negotiated Arrangements*

If Anthem has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to Members, Anthem will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted above.

## **D. Non-Participating Providers Outside Anthem's Service Area**

### **1. Allowed Amounts and Member Liability Calculation**

Unless otherwise described in the Plan, when Covered Services are provided outside of Anthem's Service Area by Non-Participating Providers, Anthem may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount the Member pays for such services as deductible, copayment or coinsurance will be based on that allowed amount. Also, the Member may be responsible for the difference between the amount that the Non-Participating Provider bills and the payment Anthem will make for the covered services as set forth in this paragraph.

### **2. Exceptions**

In certain situations, which may occur at Employer's direction, Anthem may use other pricing methods, such as Billed Charges, the pricing Anthem would use if the healthcare services had been obtained within Anthem's Service Area, or a special negotiated price to determine the amount Anthem will pay for services provided by Non-Participating Providers. In these situations, the Member may be liable for the difference between the amount that the Non-Participating Provider bills and the payment Anthem makes for the Covered Services as set forth in this paragraph.

## **E. Blue Cross Blue Shield Global Core<sup>®</sup>**

### **General Information**

If Members are outside the United States (hereinafter, "BlueCard Service Area"), they may be able to take advantage of Blue Cross Blue Shield Global Core<sup>®</sup> when accessing Covered Services. The Blue Cross Blue Shield Global Core is not served by a Host Blue. As such, when Members receive care from Providers outside the BlueCard Service Area, Members will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

## **Inpatient Services**

In most cases, if Members contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member Claims to the Blue Cross Blue Shield Global Core Service Center to initiate Claims processing. However, if the Member paid in full at the time of service, the Member must submit a Claim to obtain reimbursement for Covered Services. Members must contact Anthem to obtain precertification for non-emergency inpatient services.

## **Outpatient Services**

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard Service Area will typically require Members to pay in full at the time of service. Members must submit a Claim to obtain reimbursement for Covered Services.

## **F. Recoveries**

Host Blues may conduct: (i) prepayment review activities including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits and (ii) recoveries of overpayments including, but not limited to, anti-fraud and abuse reviews, audits/healthcare Provider/hospital bill audits, credit balance audits, and utilization review refunds (collectively, for (i) and (ii), "Recoveries"). Recoveries will be applied, in general, on either a Claim-by-Claim or prospective basis. If Recoveries are passed on a Claim-by-Claim basis from a Host Blue to Anthem, they will be credited to Employer. In some cases, the Host Blue will engage a third party to assist in identification related to Recoveries, including collection of overpayments. Employer may be charged a fee for Recoveries as described in Schedule A.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, Anthem will request the Host Blue to provide full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, and Care Coordination Fees or (c) would jeopardize the Host Blue's relationship with its Participating Providers, notwithstanding to the contrary any other provision of this Agreement.

## **G. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation**

Modifications or changes to Inter-Plan Arrangement fees or compensation are generally made effective January 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes resulting in an increase in fees paid by Employer, Anthem shall provide Employer with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Employer right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Employer fails to respond to the notice and does not terminate this Agreement during the notice period, Employer will be deemed to have approved the proposed changes, and Anthem will then allow such modifications to become part of this Agreement.

## **H. Fees and Compensation**

Employer understands and agrees to reimburse Anthem for certain fees and compensation which Anthem is obligated under the applicable Inter-Plan Arrangements described in this Schedule to pay to the Host Blues, to BCBSA and/or to vendors of Inter-Plan Arrangement related services. The specific Inter-Plan Arrangement fees and compensation, including any administrative and/or network access fee that a Host Blue may charge under the BlueCard Program, a Negotiated Arrangement, and Blue Cross Blue Shield Global Core are charged to Employer are set forth in Section 7 of Schedule A to the Agreement. The various Inter-Plan Arrangement Fees and compensation may be revised from time to time as described in section G.

A description of the various Claim processing fees that may be listed on Schedule A is as follows:

**Access Fee:** The Access Fee is charged by the Host Blue to Anthem for making its applicable Provider network available to Members. The Access Fee will not apply to Non-Participating Provider Claims. The Access Fee is charged on a per Claim basis and is charged as a percentage of the discount/differential Anthem receives from the applicable Host Blue subject to a maximum of \$2,000 per Claim. When charged, Anthem passes the Access Fee directly on to Employer.

Instances may occur in which the Claim payment is zero or Anthem pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Anthem will pay the Host Blue's Access Fee and pass it along directly to Employer as stated above even though Employer paid little or had no Claim liability.

**Administrative Expense Allowance (AEA) Fee:** The AEA Fee is a fixed per Claim dollar amount charged by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. The dollar amount is normally based on the type of Claim (e.g. institutional, professional, international, etc.) and can also be based on the size of group enrollment. When charged, Anthem passes the AEA Fee directly on to Employer.

**Per Subscriber Per Month (PSPM) Fee:** The PSPM Fee is a financial arrangement negotiated between the Host Blue and Anthem and replaces all other fees, including the Access Fee and AEA Fee. The PSPM dollar amount is charged on a per Subscriber per month basis by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. The dollar amount can also be based on the size of group enrollment. When charged, Anthem passes the PSPM Fee directly on to Employer.

**Non-Standard AEA Fee:** The Non-Standard AEA Fee is a financial arrangement negotiated between the Host Blue and Anthem and replaces all other fees, including the Access Fee and AEA Fee. The Non-Standard AEA is a fixed per Claim dollar amount charged by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. When charged, Anthem passes the Non-Standard AEA Fee directly on to Employer.

**Central Financial Agency (CFA) Fee:** The CFA Fee is a fixed dollar amount per payment notice and is paid by Anthem to the BCBSA. This fee applies each time Anthem receives an electronic payment notice from the CFA indicating that a Host Blue incurred Claim-related liability on Anthem's behalf and requesting that Anthem either approve or deny payment. When charged, Anthem passes the CFA Fee directly on to Employer. The CFA Fee supports ongoing operations of BCBSA programs and services, including but not limited to Blue Cross Blue Shield AXIS® Data Services, network solutions, and BlueCard Program-related applications.



**Inter-Plan Teleprocessing System (ITS) Transaction Fee:** The ITS delivery platform allows all Blue Cross and/or Blue Shield Licensees to connect with each other through a standardized system to facilitate the operation of Inter-Plan Arrangements. The ITS Transaction Fee applies each time a Claims transaction interchange occurs between Anthem and a Host Blue. When a Host Blue receives a Claim, it applies Provider pricing information, sets forth its discount and related savings and sends this information to Anthem electronically. Anthem then adjudicates the Claim, computes the approved Provider payment amount, calculates the AEA Fee and Access Fee, computes net liability and sends a response electronically to the Host Blue. The Host Blue then pays the Provider and issues an electronic payment notice to Anthem via the CFA. The ITS Transaction Fee is five cents per interchange and is paid to the BCBSA. For each Claim, there are a minimum of three interchanges, but there could be more depending on the complexity of the Claim. When charged, Anthem passes the ITS Transaction Fee directly on to Employer.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.  
dba Anthem Blue Cross and Blue Shield

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A  
TO  
ADMINISTRATIVE SERVICES AGREEMENT  
WITH  
Board of Commissioners of Walton County, Georgia**

This Schedule A shall govern the Agreement Period from July 1, 2022 through June 30, 2023. For purposes of this Agreement Period, this Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules, and this Schedule A, the terms of this Schedule A shall control.

**Section 1. Effective Date and Renewal Notice**

This Agreement Period shall be from 12:01 a.m. July 1, 2022 to the end of the day of June 30, 2023.

Paid Claims shall be processed pursuant to the terms of this Agreement when incurred and paid as follows:

Incurred from 07/01/2022 through 06/30/2023 and

Paid from 07/01/2022 through 06/30/2023.

Anthem shall provide any offer to renew this Agreement at least 90 days prior to the end of an Agreement Period.

**Section 2. Broker or Consultant Base Compensation**

Medical

Broker or Consultant Fee is \$22.50 per Subscriber per month and is included in the Base Administrative Services Fees described in Section 3(A) of this Schedule A. Upon receipt of payment from Employer, Anthem shall remit payment to the broker or consultant designated by Employer.

**Section 3. Administrative Services Fees**

Change to Administrative Services Fees. In addition to the provisions in Article 18(c), Anthem reserves the right to change the Administrative Services Fees provided in this Section 3 of Schedule A during the Agreement Period based upon the occurrence of any of the following events:

- Employer's Member to Subscriber ratio is not within +/-5% of 2.50;
- Employer's enrollment is not within +/-10% of 569 Subscribers;
- Employer moves any of the Plan Benefits administered under this Agreement to another third party administrator or public or private exchanges;
- A change in law or regulation that materially impacts underwriting assumptions made at the time of the offer or renewal.

**A. Base Administrative Services Fee**

**POS (actives)**

Base Administrative Services Fee	\$85.91 per Subscriber per month
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Article 3(a) Retroactivity.

Notwithstanding anything to the contrary in the Agreement, Anthem reserves the right to limit the effective date of retroactive enrollment to a date not earlier than 60 days prior to the date the notice is received and Anthem reserves the right to limit retroactive terminations to a maximum of 60 days prior to the date the notice is received. Anthem reserves the right to not process Claims for retroactive additions beyond 60 days and to not pursue recovery of Claims for retroactive terminations beyond 60 days. Additionally, Anthem is not required to initiate recovery services if the Provider agreement or any law or regulation precludes recovery. Anthem shall credit per Subscriber per month and per Member per month Administrative Services Fees for each retroactive deletion up to a maximum of 60 days and shall charge Administrative Services Fees for each retroactive addition up to a maximum of 60 days.

**B. Health and Wellness Program Fees**

Enhanced Wellbeing Solutions Foundationa Program Package Included in the Administrative Services Fee

**C. Other Fees or Credits**

Fee for Subrogation Services. The charge to Employer is 25% of gross subrogation recovery.

Fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities. The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prevention or prepayment analysis activities and the amount that was charged to Employer following performance of prevention or prepayment analysis activities. This includes, but is not limited to, COB, Host Blue activities, contract compliance, and eligibility. The fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities will not exceed \$25,000 per Claim.

Fee for Independent Claims Review: \$500.00 per independent review.

Fees and Costs for Independent Dispute Resolution. Notwithstanding anything to the contrary in the Agreement, Employer shall assume liability for payment of all fees and costs, including but not limited to arbitrator fees, charged to or paid by Anthem as part of independent dispute resolution processes.

Enhanced Personal Health Care Fee. A fee shall be charged for Anthem's oversight of Enhanced Personal Health Care with Providers or Vendors. Such fee shall be 25% of the per attributed Member per month amount charged to Employer for the Provider performance bonus portion of the Enhanced Personal Health Care program. These charges are included in Paid Claims on the invoice and may accumulate towards any stop loss policy amounts.

Capitation Fee. A capitation fee shall be charged for Anthem's oversight and care coordination of designated Members. Such fee shall be 20% of the capitated Provider payment. These charges are included in Paid Claims on the invoice and may accumulate towards any stop loss policy amounts.

Non-Network Savings Fee. If Anthem or its Vendor negotiates with a non-Network Provider for Covered Services from the non-Network Provider, Employer will pay a fee equal to 50% of the difference between the non-Network Provider's Billed Charges and the amount Anthem uses to calculate Plan liability for the Covered Service (the "Plan Liability Amount"). In the case of facility-based Provider Claims, Plan Liability Amount will be based on the negotiated rate; if negotiations are not successful, the Plan Liability Amount shall be determined using a pricing tool. In the case of professional Provider Claims, Plan Liability Amount will be based upon the negotiated rate obtained by Anthem or its Vendor, if applicable (in the absence of successfully negotiated Claims, there will be no fee charged as the amount will be determined by the local Blue plan).

Medical Drug Rebates. Anthem shall retain 100% of the rebates it receives directly from pharmaceutical manufacturers for Claims for Prescription Drugs administered by Anthem and covered under the medical benefit portion of the Plan(s) ("Medical Drug Rebates").

Unidentified Recoveries. Anthem shall retain any funds received through recovery processes that are paid to Anthem and, following good faith and reasonable efforts, cannot be tied to a specific Employer or Member.

Fee for Pharmacy Carve-out. Employer has carved-out Prescription Drug management services. The charge to the Employer is included in the Base Administrative Services Fee.

Plan Program Credit. Anthem will provide a Plan Program Credit in the amount of \$75,000.00. The Plan Program Credit is only available from July 01, 2022 through June 30, 2023 and, subject to Anthem approval, may be applied towards any combination of the following:

- Plan Communications
- transition expenses
- Anthem health and wellness programs
- health and wellness initiative, promotion, and campaign expenses

The Plan Program Credit does not apply towards third party health and wellness programs, personnel costs, general consultant expenses, commissions, travel, office equipment and supplies, cash incentives, and programming expenses that are not directly related to the administration of health care benefits. Anthem may pay a third party directly for approved Plan Program Credit amounts upon written direction from Employer.

Fee for Ad Hoc Reports. Anthem shall provide, on an annual basis, up to 20 hours of time needed to generate custom or ad hoc reports at no additional charge. The charge to Employer beyond 20 hours per year is \$150.00 per hour for time needed to generate custom or ad hoc reports.

Fee for Electronic Data Feeds to an Outside Vendor. Anthem shall provide, on an annual basis, up to 12 electronic data feeds to an outside vendor in Anthem's standard format. The charge to Employer is \$1,000.00 for each additional feed.

**Section 4. Paid Claims, Billing Cycle and Payment Method**

**A. Paid Claims**

Paid Claims are described in Article 1-Paid Claims Definition of the Agreement.

**B. Billing Cycle**

Weekly

Anthem shall notify Employer of the amount due to Anthem as a result of Claims processed and paid by Anthem according to the billing cycle described above. The actual date of notification of Paid Claims and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

**C. Payment Method**

ACH or Wire Transfer Reimbursement for Paid Claims. Employer shall deposit the amount due in a designated Anthem bank account by the Invoice Due Date. The deposit shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem's account no later than the next business day.

**Section 5. Administrative Services Fees Billing Cycle and Payment Method**

**A. Billing Cycle**

Monthly List Bill (pay as billed)

Anthem shall notify Employer of the amount due to Anthem pursuant to Section 3 of Schedule A according to the billing cycle described above. The actual date of notification of amounts due and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

**B. Payment Method**

ACH or Wire Transfer Reimbursement. Employer shall deposit the amount due in a designated Anthem bank account by the Invoice Due Date. The deposit shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem's account no later than the next business day.

**Section 6. Claims Runout Services**

**A. Claims Runout Period**

Medical:

Claims Runout Period shall be for the 12 months following the date of termination of this Agreement.

**B. Claims Runout Administrative Services Fee**

Medical:

The fee for Claims Runout Services will be equal to 9% of Claims processed and paid by Anthem or through Inter-Plan Arrangements. Fees in Sections 3(B) and 3(C) of this Schedule A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, discount share fees, network access fees; or (ii) apply to the Agreement Period but were not billed during the Agreement Period, will be billed and payable during the Claims Runout Period. Payment is due to Anthem by the Invoice Due Date.

**Section 7. Inter-Plan Arrangements**

Certain fees and compensation are charged each time a Claim is processed through the BlueCard Program and include, but are not limited to, Access Fees, Administrative Expense Allowance Fees, Central Financial Agency Fees and ITS Transaction Fees. Other Inter-Plan Arrangement related fees that Anthem may charge include, but are not limited to, fees for BlueCross Blue Shield Global Core® Program services. These fees may be separately billed or included in Paid Claims. The extent to which these fees and compensation are (i) included in the Base Administrative Services Fee; or (ii) included in Paid Claims or separately billed to Employer is as follows:

BlueCard Fees

Access Fees and AEA will be included in the Base Administrative Services Fees for Claims incurred in the Anthem Service Areas for the following states: California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia, and Wisconsin.

Access Fees (Network Provider Claims only):

- 3.79% for fewer than 1,000 PPO traditional enrolled Blue Subscribers of network savings, capped at \$2,000.00 per Claim.

Administrative Expense Allowance Fees ("AEA") (Network Provider and Non-Network Provider Claims):

- An amount not to exceed \$5.00 per professional Claim and \$11.00 per institutional Claim.
- Non-Network Provider - \$3.00 per Claim.

Central Financial Agency Fee ("CFA") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Claims):

- \$0.35 per payment notice.

ITS Transaction Fee ("ITS") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Program Claims):

- \$0.05 per transaction.

**Negotiated Arrangement Fees - Not Applicable**

**Blue Cross Blue Shield Global Core Fees**

Administrative Expense Allowance Fee:

- \$4.35 per Member-submitted Claim;
- \$5.50 per professional Claim; and
- \$18.55 per institutional Claim.

All other fees associated with the Blue Cross Blue Shield Global Core program, except the CFA and ITS Fees described above, are included in the Base Administrative Services Fee.

**Section 8. Other Amendments. The Administrative Services Agreement is otherwise amended as follows:**

**Notice of Loss of Grandfathering Status**

In the event Employer maintains a grandfathered health plan(s), as that term is used in the Patient Protection and Affordable Care Act ("PPACA"), Employer shall not make any changes to such plan(s), including, but not limited to, changes with respect to Employer contribution levels, without providing Anthem with advance written notice of the intent to change such plan(s). Making changes to grandfathered plans without notice to Anthem may result in the plan(s) losing grandfathered status and significant penalties and/or fines to Employer and Anthem.

Additionally, at each renewal after September 23, 2010, Employer shall affirm in writing, upon reasonable request of Anthem, that it has not made changes to its plan(s) that would cause the plan(s) to lose its/their grandfathered status.

If Employer loses grandfathered Plan status under PPACA and notifies Anthem of such loss no fewer than 90 days before the effective date of the change, Anthem will implement the additional group market (insurance) reforms that apply to non-grandfathered health Plans subject to the provisions of Article 18 of this Agreement.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.  
dba Anthem Blue Cross and Blue Shield

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE B  
TO  
ADMINISTRATIVE SERVICES AGREEMENT  
WITH  
Board of Commissioners of Walton County, Georgia**

This Schedule B shall govern the Agreement Period from July 1, 2022 through June 30, 2023. For purposes of this Agreement Period, this Schedule B shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule B, the terms of this Schedule B shall control.

The following is a list of services that Anthem will provide under this Agreement for the Base Administrative Services Fee listed in Section 3(A) of Schedule A. These services will be furnished to Employer in a manner consistent with Anthem's standard policies and procedures for self-funded plans.

Anthem may also offer additional, optional services to Employer, and such services, whether or not purchased by Employer, are not included in the services set forth below in this Schedule B. By way of example and not limitation, Anthem may offer certain optional programs that include utilization management activities. In such event, the services associated with those programs are not included in the services described below. Services under Article 13 will only be pursued or performed for Claims associated with these programs or that would have been impacted by these programs if the programs are purchased by Employer. If Employer has purchased such services, those services and any additional fees are also listed in Schedule A.

**SERVICES INCLUDED IN THE BASE ADMINISTRATIVE SERVICES FEE IN SECTION 3A OF SCHEDULE A**

**Management Services**

Anthem's benefits and administration as described in this paragraph:

- Anthem definitions, and exclusions
- Anthem complaint and appeals process (One mandatory level of appeal, one voluntary level of appeal)
- Claims incurred and paid as provided in Schedule A, excluding activities related to Claim recovery
- Accumulation toward plan maximums beginning at zero on effective date
- Anthem Claim forms
- ID card
- Explanation of Benefits (Non-customized)
- Acceptance of electronic submission of eligibility information in HIPAA-compliant format
- Preparation of Benefits Booklet (accessible via internet)
- Account reporting - standard data reports
- Standard billing and banking services
- Plan Design consultation
- Employer eServices
  - Add and delete Members
  - Download administrative forms
  - View Member Benefits and request ID cards



- View eligibility
- View Claim status and detail
- Responsible Reporting Entity for the Plan
- Information for preparation of SBC

### **Claims and Customer Services**

- Claims processing services
- Medicare crossover processing
- Employer customer service, standard business hours
- Member customer service, standard business hours
- 1099s prepared and delivered to Providers
- Residency-based assessments and/or surcharges and other legislative reporting requirements
- Member eServices
- Member identity theft and credit monitoring and identity repair

### **Care Management**

- Health Care Management
  - Referrals
  - Utilization management
  - Case management
  - Anthem Medical Policy
- SpecialOffers
- Transplant services - Blues Distinction
- Member Digital Tools

### **Networks**

- Network Access and Management
- Online Provider directory

**Other Services Required by Federal Law (as of the applicable effective date)**

- Advance explanation of benefits upon Provider request
- Price comparison tool access
- Continuity of care administration for Provider termination from the network
- Air ambulance Provider reporting
- Upon request, Anthem will provide the non-quantitative treatment limitation analysis for the standard services that Anthem provides under the Agreement. Anthem will also provide reasonable assistance to Employer in the event of a regulatory audit for compliance with the Mental Health Parity and Addiction Equity Act.
- Posting of machine readable files for the services Anthem administers for the Plan on www.anthem.com

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.  
dba Anthem Blue Cross and Blue Shield

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE C  
TO THE  
ADMINISTRATIVE SERVICES AGREEMENT  
WITH  
Board of Commissioners of Walton County, Georgia**

This Schedule C provides certain guarantees pertaining to Anthem's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for the period from July 1, 2022 through June 30, 2023 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Schedule C and made a part of this Schedule C. This Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule C, the terms of this Schedule C shall control. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Attachments to this Schedule C, the terms of the Attachments to this Schedule C shall control unless otherwise specified.

**Section 1. General Conditions**

- A. The Performance Guarantees described in the Attachments to this Schedule C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. Each Performance Guarantee shall specify a/an:
1. Performance Category. The term Performance Category describes the general type of Performance Guarantee.
  2. Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
  3. Measurement Period. The term Measurement Period is the period of time under which Anthem's performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
  4. Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.
  5. Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.
- B. Anthem shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Schedule C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by Anthem shall be based on Anthem's then current measurement and calculation methodology, which shall be available to Employer upon request.
- C. Any audits performed by Anthem to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.
- D. If the Parties do not have an executed Agreement, Anthem shall have no obligation to make payment under these Performance Guarantees.
- E. Unless otherwise specified in the Attachments to this Schedule C, the measurement of the Performance Guarantee shall be based on data that is maintained and stored by Anthem or its Vendors.
- F. If Employer terminates the Agreement between the Parties prior to the end of the Performance Period, or if the Agreement is terminated for non-payment, then Employer shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.

- G. Anthem reserves the right to make changes to any of the Performance Guarantees provided in the Attachments to this Schedule C upon the occurrence, in Anthem's determination, of:
1. a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee;
  2. an increase or decrease of 10% or more of the number of Members that were enrolled for coverage on the latter of the effective date or renewal date of this Agreement;
  3. a change in law or regulation that materially impacts underwriting assumptions made at the time of offering such Performance Guarantees.
- H. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Schedule C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances which are beyond the control of Anthem, or its Vendors, including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.
- I. Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period. Anthem will require specified historical Claims and utilization data to establish the Baseline Period for the first year of a Performance Guarantee utilizing a Baseline Period.
- J. As determined by Anthem, Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
- K. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if the Employer participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.
- L. All Performance Guarantees in which Anthem will make outbound calls or will reach out through email or other means to members will exclude members who Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those members who have requested that Anthem not contact them.
- M. All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement or Baseline Period that impacts a meaningful portion of the Employer population.

## **Section 2. Payment**

- A. If Anthem fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem shall pay Employer the amount set forth in the Attachment described under the Performance Guarantee. Payment shall be in the form of a credit on Employer's invoice for Administrative Services Fees, which will occur annually unless otherwise stated in the Performance Guarantee.
- B. Notwithstanding the above, Anthem has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Employer to Anthem under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement; or, (3) any applicable Stop Loss Policy.

- C. Notwithstanding the foregoing, Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement in this Schedule C, and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments. Anthem shall not be obligated to make payment under a Performance Guarantee if Employer or Employer's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, which expressly includes but is not limited to Employer or its vendor's failure to timely provide Anthem with accurate and complete data or information in the form and format expressly required by Anthem.
- D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.

**Section 3. Performance Guarantee Amounts at Risk**

**Amount at Risk**

The total amount at risk for the below performance guarantees between Anthem and Walton County shall not exceed the following:

- Operations Guarantees: 10% of Base Medical Administration fees
- Network Guarantees: 5% of Base Medical Administration fees

Confirmation of all applicable fees for the performance guarantees will be reflected in Employer's Schedule C.

**Maximum Amount Payable**

The maximum amount payable under all guarantees between Anthem and Walton County shall not exceed 15% of the Base Medical Administration fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.  
dba Anthem Blue Cross and Blue Shield

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1 TO SCHEDULE C**  
**Performance Guarantees**  
**TO ADMINISTRATIVE SERVICES AGREEMENT**  
**WITH**  
**Board of Commissioners of Walton County, Georgia**  
**Operations Performance Guarantees**

This Attachment is made part of Schedule C and will be effective for the Performance Period from July 1, 2022 through June 30, 2023. This Attachment is intended to supplement and amend the Agreement between the Parties.

Additional Terms and Conditions:

- For purposes of imposing penalties, measurement shall not begin until the start of the fourth month of the initial Agreement period for the following measures: Claims Timeliness, Claims Financial Accuracy, Claims Accuracy, Average Speed of Answer, and Call Abandonment Rate.
- Performance will be based on the results of a designated service team/business unit assigned to Walton County, unless the guarantee is noted as measured with Employer-specific Data.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
			Result	Penalty	Measurement Period
Implementation	Year 1: 3% of Base Admin. Services Fees	A minimum of 95% of all tasks will be completed by the dates specified in the implementation plan agreed to by the Parties.  The implementation plan will be developed by Anthem and will contain tasks to be completed by Employer and/or Anthem and a timeframe for completion of each task. The implementation plan will also contain Measurement Periods specific to each task. Anthem's payment under this Guarantee is conditioned upon Employer's completion of all designated tasks by the dates specified in the implementation plan.  This will be measured with Employer-specific Data.	95.0% or Greater	None	Defined in Implementation Plan
			91.0% to 94.9%	25%	<b>Reporting Period</b> 60 calendar days following the end of the implementation period
			89.0% to 90.9%	50%	
			85.0% to 88.9%	75%	
			Less than 85.0%	100%	

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
			Result	Penalty	Measurement Period
Claims Timeliness (14 Calendar Days)	Year 1:	A minimum of 90% of Non-investigated medical Claims will be processed timely.	90.0% or Greater	None	Annual
	Admin. Services Fees	Non-investigated Claims are defined as medical Claims that process through the system without the need to obtain additional information from the Provider, Subscriber or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 14 calendar days of receipt.	88.0% to 89.9%	25%	Annual
Year 2, 3:	1% of Base Admin. Services Fees	Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 14 calendar days of receipt.	86.0% to 87.9%	50%	
		This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims.	85.0% to 85.9%	75%	Annual
		The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter, Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	Less than 85.0%	100%	
		This will be measured with Employer-specific Data.			
Claim Timeliness (30 Calendar Days)	Year 1:	A minimum of 98% of Non-investigated medical Claims will be processed timely.	98.0% or Greater	None	Annual
	Admin. Services Fees	Non-investigated medical Claims are defined as Claims that process through the system without the need to obtain additional information from the Provider, Subscriber, or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 30 calendar days of receipt.	96.0% to 97.9%	25%	Annual
Year 2, 3:	1% of Base Admin. Services Fees	Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 30 calendar days of receipt.	94.0% to 95.9%	50%	
		This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims.	92.0% to 93.9%	75%	Annual
		The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter, Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	Less than 92.0%	100%	
		This will be measured with Employer-specific Data.			

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
			Result	Penalty	Measurement Period
Claims Financial Accuracy	Year 1:	A minimum of 99% of medical Claim dollars will be processed accurately.	99.0% or Greater	None	Annual
	Admin. Services Fees	This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the total dollar amount of audited medical Paid Claims. The calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not include Claim adjustments or Claims in any quarter in which an Employer requests changes to Plan benefits, until all such changes have been implemented.	98.0% to 98.9%	25%	<b>Reporting Period</b> Annual
	Year 2, 3:		97.0% to 97.9%	50%	
	1% of Base		96.0% to 96.9%	75%	
	Admin. Services Fees		Less than 96.0%	100%	
Year 1:	A minimum of 97% of medical Claims will be paid or denied correctly.	97.0% or Greater	None	Annual	
Claims Accuracy	Admin. Services Fees	This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	96.0% to 96.9%	25%	<b>Reporting Period</b> Annual
	Year 2, 3:		95.0% to 95.9%	50%	
	1% of Base		94.0% to 94.9%	75%	
	Admin. Services Fees		Less than 94.0%	100%	
	Year 1:	The average speed to answer (ASA) will be 45 seconds or less.	45 seconds or less	None	Annual
Average Speed to Answer	Admin. Services Fees	ASA is defined as the average number of whole seconds members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system.	46 to 48 seconds	25%	<b>Reporting Period</b> Annual
	Year 2, 3:		49 to 51 seconds	50%	
	1% of Base		52 to 54 seconds	75%	
	Admin. Services Fees		55 or more seconds	100%	



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
			Result	Penalty	Measurement Period
Call Abandonment Rate	Year 1:	A maximum of 5.0% of member calls will be abandoned.  Abandoned Calls are defined as member calls that are waiting for a customer service representative (CSR), but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls that are abandoned in less than 5 seconds will not be included in this calculation.	5.0% or Less	None	Annual
	Admin.		5.01% to 5.40%	25%	
	Services Fees		5.41% to 5.70%	50%	<b>Reporting Period</b> Annual
	Year 2, 3:		5.71% to 5.99%	75%	
Year 2, 3:	1% of Base Admin. Services Fees	6.0% or Greater	100%		
Account Management Satisfaction	Year 1:	A minimum average score of 3.0 will be attained on the Account Management Satisfaction Survey (AMSS).  A minimum of 3 responses per Employer to the AMSS is required to base the score on Employer-specific responses only. If 3 responses are received from the Employer, an average score is calculated by adding the scores from each respondent divided by the total number of Employer respondents. If fewer than 3 responses are received, the score will be calculated as follows:  2 Employer responses: 2/3 of the score will be based on Employer-specific AMSS results and 1/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team.  1 Employer- response: 1/3 of the score will be based on Employer- specific AMSS results and 2/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team.  0 Employer responses: The score will be based on the aggregate score of all AMSS results received by the Account Management Team.	3.0 or higher	None	Annual
	Admin.		2.5 to 2.9	25%	
	Services Fees		2.0 to 2.4	50%	<b>Reporting Period</b> Annual
	Year 2, 3:		Less than 2.0	100%	
Year 2, 3:	1% of Base Admin. Services Fees				

**ATTACHMENT 1 TO SCHEDULE C**

**Performance Guarantees**

**TO ADMINISTRATIVE SERVICES AGREEMENT**

**WITH**

**Board of Commissioners of Walton County, Georgia**

**Network Guarantees**

This Attachment is made part of Schedule C and will be effective for the Performance Period from July 1, 2022 through June 30, 2023. This Attachment is intended to supplement and amend the Agreement between the Parties.

**Additional Terms and Conditions**

- This/These Guarantee(s) applies to following time periods:(Measurement Period)
  - Year 1: Claims Incurred from July 1, 2022 through June 30, 2023 and Paid from July 1, 2022 and through September 31, 2023.
- This Guarantee excludes the following Providers: Children’s Healthcare Network.
- This Guarantee excludes the total Claims Charges for any Member that exceeds \$150,000 in paid claims in the Measurement Period.
- Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur:
  - Anthem is no longer the sole administrator for Employer’s Plan
  - Employer fails to maintain at least an average enrollment of enrollment of 512 Subscribers.
  - As previously mentioned, a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee.
  - Anthem will use Employer’s service mix to determine a composite Network Discount. For example:

<b>Service</b>	<b>Proposed Discount Guarantee %</b>	<b>Actual Utilization at Policy Year End</b>	<b>Final Discount</b>
<b>Inpatient</b>	51.0%	30.6%	53.1%
<b>Out Patient</b>	55.0%	37.8%	54.2%
<b>Professional</b>	48.0%	31.6%	49.0%
<b>Composite Discount*</b>	<b>51.6%</b>	100.0%	<b>52.22%</b>

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period												
Network Provider Discount	Year 1: 5% of Base Admin. Services Fees	<p>Anthem guarantees a minimum Network Provider Discount based upon the following Target Amounts: 44.0% Inpatient Hospital/ 63.00% Outpatient Hospital/ 52.8% Professional.</p> <p>This Guarantee excludes the following Providers: Children’s Healthcare Network. This Guarantee excludes the total Claims Charges for any Member that exceeds \$150,000 in paid claims in the Measurement Period.</p> <p>Eligible Claim Charges are defined as charges for Covered Services provided to Members enrolled in OA POS Plans. Eligible Claim Charges will be based on Anthem primary Claims only and will not include charges related to Prescription Drug Claims, Inter-Plan Program fees, state surcharges, Anthem Provider payment innovation programs or services rendered outside the United States. Allowed Amount is defined as the amount paid by Anthem to OA POS Network Providers on Eligible Claim Charges plus any Member Cost Shares.</p> <p>This Guarantee will be calculated by dividing the OA POS Network Provider Allowed Amount by the OA POS Network Provider Eligible Claim Charges. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. This will be done for each service. Anthem will then apply Employer’s actual utilization to both the actual discount and Target Amounts and then determine the difference between a composite result achieved versus the composite result based on the Target Amounts.</p> <p>Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur:</p> <ul style="list-style-type: none"> <li>• Anthem is no longer the sole administrator for Employer’s Plan</li> <li>• Employer fails to maintain at least an average enrollment of 512 Subscribers.</li> <li>• The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee.</li> </ul>	<p>If Actual Results are lower than the final Guarantee by:</p> <table border="1"> <thead> <tr> <th>Result</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>0-2%</td> <td>None</td> </tr> <tr> <td>2.1%-3.0%</td> <td>25%</td> </tr> <tr> <td>3.1%-4.0%</td> <td>50%</td> </tr> <tr> <td>4.1%-5.0%</td> <td>75%</td> </tr> <tr> <td>More than 5.0%</td> <td>100%</td> </tr> </tbody> </table>	Result	Penalty	0-2%	None	2.1%-3.0%	25%	3.1%-4.0%	50%	4.1%-5.0%	75%	More than 5.0%	100%	<p><b>Measurement Period</b></p> <p>*This period applies to Claims incurred from July 1, 2022 through June 30, 2023 and Paid from July 1, 2022 through September 31, 2023.</p> <p><b>Reporting Period</b></p> <p>Annual</p>
Result	Penalty															
0-2%	None															
2.1%-3.0%	25%															
3.1%-4.0%	50%															
4.1%-5.0%	75%															
More than 5.0%	100%															

Only Claims submitted to a Blue Cross and/or Blue Shield licensee for processing and adjudication shall be considered for purposes of this Discount Guarantee. This Guarantee assumes that, per the uniform data standard specifications released on 12/9/2020, Provider billed charge trend will be as follows: 6% inpatient, 7% outpatient and 4.5% professional. This Guarantee is subject to modification if actual billed charge trend falls below these amounts.”

This will be measured with Employer-specific Data.

## Veracity Benefits, LLC

## Joinder Agreement | 2022

This Joinder ("Joinder") to a Master Service Agreement with any amendments (in whole "Agreement") initially and separately effective June 1, 2019, by and between MC-21 Healthcare, LLC, a Puerto Rican limited liability company dba MC-Rx and Veracity Benefits, LLC, a Georgia limited liability company ("VB") shall be effective on **July 1, 2022** or the first day on which the first live prescription claim is submitted by a Pharmacy Provider and paid on the System, whichever is later ("Effective Date") by and between **MC-21 Healthcare, LLC**, a Puerto Rican limited liability company dba MC-Rx ("MC-Rx"), with its principal place of business at Angora Industrial Park, Lot 4, Barrio Bairoa, Road #1, Km 33.3, Caguas, PR 00725, with an office located at 1267 Professional Parkway, Gainesville, Georgia 30507 and **Walton County, Georgia**, a Political subdivision of the State of Georgia municipality, ("VB Client"), with its principal place of business at 303 South Hammond Drive, Monroe, Georgia 30655.

Whereas MC-Rx, offers prescription program management, including eligibility management, pharmacy provider networks, plan benefit management, drug formulary management, and other services (the "Services") included in a program referred to herein as the "the Program" for those parties that desire for prescription drug benefit services to be provided; and

Whereas, VB Client accepts the provision of Services under this separate Joinder to be executed between MC-Rx and VB Client.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

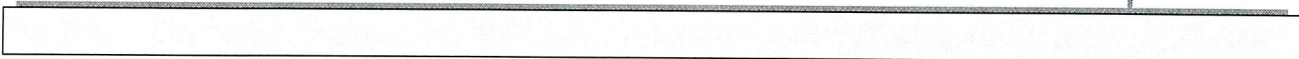
1. *Master Agreement:* The Program to be provided by execution of this Joinder is subject to the terms and provisions of the Agreement executed between VB and MC-Rx. A copy of the Agreement is available through VB as Confidential Information. All of the terms and provisions of the Agreement are incorporated by reference as if fully restated herein. If there is any conflict between the terms of the Agreement and the terms of this Joinder, the terms of this Joinder shall control, including, without limitation, effective dates.
2. *Engagement of MC-Rx:* MC-Rx agrees to provide Services to VB Client as the sole and exclusive PBM for all Services contemplated herein' provided however, VB shall have the right to extend bids out for mail order and specialty pharmacy drug products and services provided by vendors other than MC-Rx; however, understanding that the provision of mail service and specialty pharmacy services is part of MC-Rx's financial compensation, MC-Rx shall have the right to renegotiate the financial terms of the Agreement if VB uses another provider for such services without a breach of such services by MC-Rx.
3. *Program Information:* VB Client shall ensure that enrollment information (i.e., additions, terminations, dependent coverage, etc.) is appropriately furnished to MC-Rx directly or indirectly regarding each Covered Person. VB Client shall also provide MC-Rx with benefit plan design ("BPD") information so that MC-Rx may perform the Services hereunder in accordance with the coverage requirements provided by VB Client.
4. *Payment of Invoices:* VB Client shall be responsible for payment of all invoices and agrees to pay such invoices from MC-Rx **in full** either directly or indirectly to MC-Rx for all covered drug products and Services provided to Covered Persons during the period covered by the billing statement plus the approved administration fee. Each invoice shall be paid within fifteen (15) calendar days of the invoice date shown. Late payment shall bear a fee of the lesser of one and one-half percent (1½%) or the highest rate allowed to the extent allowable by law, for each thirty (30) days that payment is late. MC-Rx shall manage payment to Participating Pharmacies for Services provided to Covered Persons in exchange for the administrative fees set out in section 13.2 below.
5. *Late Payment of Invoices:* If VB Client fails to meet the payment obligations specified in Section 4 above, VB Client shall be deemed in breach of this Joinder. If VB Client fails to cure such breach within three (3) business days, MC-Rx, in its sole discretion, shall have the options to (1) suspend further processing of claims until the breach is cured; or (2) require VB Client to pre-fund a pharmacy holding account.
6. *Term:* The initial term of this Joinder shall commence on the Effective Date of this Joinder shown above and shall continue for one (1) year ("Term") even if the Agreement terminates prior to the completion of the initial term, in which case the Agreement shall remain in effect for VB Client. It shall automatically renew on the anniversary of the Effective Date for successive complete one (1) year terms unless either party provides the other party with written notice of its intent to terminate no less than ninety (90) days prior to the end of any such term. Notwithstanding any provision in this Joinder or the Agreement to the contrary, in no event may VB Client terminate this Joinder without cause prior to the expiration of the Initial Term unless MC-Rx so permits. Termination of VB Client's agreement with VB shall not automatically affect or require termination of this Agreement; but the VB Client shall no longer be entitled to avail itself of the pricing and MC-Rx shall reserve the right to change the pricing fairly. Provided further, and notwithstanding anything to the contrary contained herein, in the event of a termination of the Agreement between VB and VB Client, VB Client shall remain fully responsible for the payment in full of all invoices from MC-Rx.

7. *Early Termination Fee:* Other than in accordance with Section 7.2 of the Agreement, if a VB Client fully terminates the Joinder prior to the completion of the Term, VB Client agrees that it shall either (i) forfeit any and all outstanding, unpaid Rebates due from MC-Rx as of the date of receipt of the notice of termination, to the extent allowable by law or, (ii) reimburse MC-Rx for unamortized and unrecovered implementation costs incurred by MC-Rx and incorporated into the service pricing in this Joinder; provided however, such recoupment shall not exceed \$10,000.
8. *Governing Law:* This Joinder shall be governed and construed in accordance with the laws of the State of Georgia and that the Walton County Superior Court and U.S. District Court for the Middle District of Georgia shall have the exclusive jurisdiction with regard to any dispute arising under or related to this Joinder or the Agreement.
9. *Compliance with Laws:* VB Client and MC-Rx shall take necessary and appropriate actions to assure that they comply with all applicable federal, state and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act and the laws and regulations relating to disclosure or notification of benefit plan information or the pricing terms, including any rebates or rebate administration fees withheld under this Joinder. VB Client and MC-Rx agree to the terms of the Business Associate Agreement attached to the Agreement. The parties' obligations under this Section 9 shall survive termination of this Joinder and the Agreement as may be applicable.
10. *Notices:* All notices required under this Joinder between VB Client and MC-Rx shall be in writing and shall either be delivered to an officer, authorized agent of the party by personally certified U.S. Mail, national overnight courier, email with both delivery and read return receipts or certifiably received facsimile.
11. *Indemnification:* Intentionally omitted.
12. *Limited Liability:* Intentionally omitted.
13. *Rates:*
- 13.1 *Network Rates:* VB Client shall pay the network rates shown in the Agreement in accordance with the Effective Reimbursement Price defined in Appendix A – Definitions of the Agreement.
- 13.2 *Administrative Claims Fee (“the “Claim Fee”):* VB Client shall pay MC-Rx **\$4.50** per Net Claim for the Services contemplated herein. Each BPD (Plan ID) set up for VB Client shall be individually billed at the **greater** of (1) the claim fee above *times* the number of Net Claims for the billing cycle or (2) **\$25.00 per cycle**. Notwithstanding anything to the contrary contained herein, the Claim Fee shall be inclusive of any and all services set forth in the Other Miscellaneous Service Charges grid of Appendix B to the Agreement.
- 13.3 *Rebate Sharing:* VB Client shall be paid 100% of the Rebates collected for qualifying prescriptions in the Program in accordance with Section 2.5 of the Agreement.
14. Notwithstanding anything to the contrary contained herein, the Preamble's incorporation by reference of the Joinder to the Agreement shall exclude any and all consideration of the effective date of the Agreement.

[SIGNATURE PAGE FOLLOWS]

# Veracity Benefits, LLC

# Joinder Agreement | 2022



Except as specifically modified by this Joinder, all of the terms and conditions of the Agreement will remain in effect. Capitalized terms used herein and not defined shall have the meaning set forth in the Agreement.

In witness thereof, each of the parties has caused this Joinder to be duly executed on the date(s) indicated below by their respective signatures.

**MC-21 Healthcare, LLC**

**VB Client: Walton County, Georgia**

Signed: \_\_\_\_\_

Signed: David F. Thompson

Name: \_\_\_\_\_

Name: David F. Thompson

Title: \_\_\_\_\_

Title: Chairman Walton BOC

Date: \_\_\_\_\_

Date: 6-17-22

**Business Associate Agreement**

This Business Associate Agreement (the "Agreement"), dated July 1, 2022 ("Effective Date") is entered into by and between Walton County Board of Commissioners, Georgia, on behalf of its group health plan ("Covered Entity") and Veracity Benefits, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

**Recitals**

WHEREAS, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the "HIPAA Rules") issued by the Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. § 17901 ("HITECH"), enacted as part of the American Recovery and Reinvestment Act ("ARRA"); and

WHEREAS, Covered Entity has engaged Business Associate to perform services on its behalf;

WHEREAS, Covered Entity possesses Protected Health Information that is protected under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HITECH Standards ("PHI") and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such information from Covered Entity or create and receive such information on behalf of Covered Entity;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard PHI;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

**Article I  
Definitions**

1.1 Catch-all definitions. The following terms used in this Agreement shall have the same meaning as those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or HITECH: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected



Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Breach. "Breach" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "HIPAA Privacy Regulations") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:

- (i) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or
- (ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or
- (iii) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the person/entity named above.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the entity named above.

(d) Electronic Protected Health Information. "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(f) HITECH Standards. "HITECH Standards" shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.

(g) Individually Identifiable Information. "Individually Identifiable Information" means information that is a subset of health information, including demographic information collected from an individual, and:

(i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and

(ii) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

(A) that identifies the individual; or

(B) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

## Article 2

### Obligations and Activities of Business Associate

2.1 Limited Use or Disclosure of PHI. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate further agrees not use or disclose Protected Health Information other than as permitted or required by the Agreement, in furtherance of the services provided by Business Associate for Covered Entity, or as required by law. Business Associate will not sell Protected Health Information and Electronic Health Records or use or disclose Protected Health Information for marketing or fundraising purposes as set forth in 42 U.S.C. § 17935(d) or 42 U.S.C. § 17936(a), respectively. The Business Associate shall secure Protected Health Information in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 CFR Part 14, subpart D, as well as any guidance issued by the Secretary that specifies secure technologies and methodologies such that Unsecured Protected Health Information is not maintained by the Business Associate.

2.2 Safeguards. The Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. The Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality,

integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Rules.

Business Associate acknowledges and agrees that the administrative, physical and technical safeguards requirements of 45 CFR Sections 164.308, 164.310 and 164.312 shall apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate shall comply with the provisions of 45 CFR Part 164, Subpart C of the HIPAA Rules with respect to Electronic PHI to prevent any use or disclosure of PHI other than as permitted by this Agreement, and shall implement and maintain in written form reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Rules, in accordance with 45 CFR. Section 164.316.

### 2.3 Notice of Use, Disclosure, Security Incident or Breach.

(a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of Protected Health Information by Business Associate not provided for by the Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and without unreasonable delay, but in no case more than thirty (30) days following discovery of breach, including instances in which an agent or subcontractor has improperly used or disclosed PHI. For purposes of this Agreement, a Breach shall be treated as discovered as of the first day that the Business Associate knows of, or should reasonably have known of such Breach (other than the person committing the breach). Business Associate further agrees to provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

(ii) a description of the nature of the Breach including the types of Unsecured Protected Health Information that were involved, the date of the Breach and the date of discovery;

(iii) a description of the type of Unsecured Protected Health Information acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose Unsecured Protected Health Information has been Breached and steps such Individuals should take to protect themselves.

(b) Covered Entity will be responsible for providing notification to Individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary and the media, as required by the HIPAA Rules.

(c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

(d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic Protected Health Information.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this Agreement.

2.5 Subcontractors. Business Associate agrees to act in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Access. Within ten (10) business days of a request by the Covered Entity for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any Individual requests access to PHI directly from such Business Associate, the Business Associate shall notify Covered Entity and respond to the request for PHI within fifteen (15) business days. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. Business Associate

may charge Covered Entity or Individual for the actual labor cost involved in providing such access.

2.7 Security of Electronic Protected Health Information. Business Associate agrees to implement administrative, physical and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with Section 2.3.

2.8 Minimum Necessary. Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b) and 42 U.S.C. § 17935(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

2.9 Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity, upon request of Covered Entity or an Individual, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 within thirty (30) days.

2.10 Accounting. The Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI made by Business Associate as would be required for the Covered Entity to respond to a request by an Individual made in accordance with 45 CFR 164.528. At a minimum, the accounting of disclosures shall include the following information:

- a. Date of disclosure;
- b. The name of the person or entity who received the PHI, and if known, the address of such entity or person;
- c. A brief description of the PHI disclosed; and
- d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall notify the Covered Entity and respond to the request within fifteen (15) business days. Any denials of a request for an accounting shall be the responsibility of Covered Entity. The Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations; (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or intelligence purposes; (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; or (viii) any other exception set forth in 42 CFR § 164.528(a)(1).

2.11 Disclosure of Practices, Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time or manner designated by the Covered Entity or Secretary, for purposes of determining compliance with the HIPAA Rules.

### Article 3

#### Permitted Uses and Disclosures by Business Associate

3.1 Permitted Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules.

(a) Business Associate may use or disclose Protected Health Information as necessary to perform and in furtherance of the services to Covered Entity, which may include use and disclosure in databases, software and aggregation services available to Business Associate.

(b) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall disclose the minimum amount necessary to satisfy the requirement and shall make reasonable efforts to obtain assurances that confidential treatment be accorded to Protected Health Information.

(d) Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

(e) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

#### **Article 4** **Obligations of Covered Entity**

4.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Restrictions in Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Changes in the Use of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity. Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose Protected Health Information in any manner that would violate the HIPAA Rules or the HITECH Standard if done by Covered Entity.

#### **Article 5** **Term and Termination**

5.1 Term. The initial term of this Agreement shall begin on the Effective Date and continue for one year from the Effective Date.

Notwithstanding the above, either party may terminate this Agreement at any time, for any reason or no reason, with ninety (90) days' advance written notice to terminate provided to the other party. This contract shall automatically renew for additional successive terms of one (1) year each for a maximum of four (4) years unless either party gives notice of its intent to not renew the Agreement at least ninety (90) days prior to the end of any term.

5.2 Termination for Cause. Upon either Party's reasonable determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within thirty (30) days, terminate this Agreement; or

(b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible as acknowledged by both parties.

5.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3.1 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(f) Notwithstanding anything to the contrary herein, Covered Entity authorizes Business Associate to transmit Protected Health Information to another business associate of Covered Entity.

5.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.



**Article 6  
Miscellaneous**

6.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.4 Prior Agreement. This Agreement shall replace and supersede any prior Business Associate Agreement between the Parties.

Acknowledgement of Status. Covered Entity acknowledges that it is a covered entity as defined in 45 CFR § 160.103 and agrees to administer the plans in compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date written above.

Veracity Benefits, LLC

By: Marilyn E. Schaffer  
Signature

Name & Title: Marilyn E. Schaffer  
Principle

Walton County Board of Commissioners

By: David G. Thompson  
Signature

Name: David G. Thompson  
COUNTY CLERK  
(Seal)

**VERACITY BENEFITS, LLC**

**PHARMACY CONSULTING AGREEMENT**

This Consulting Agreement (this "Agreement") is made as of July 1, 2022 by and between Veracity Benefits, LLC, a Georgia limited liability Company (the "Veracity") and, Walton County Board of Commissioners, Georgia (the "County"). The Effective Date of this Agreement shall be July 1, 2022.

1. **Consulting Relationship.** During the term of this Agreement, Veracity (Consultant) will provide consulting services to the County as described on Exhibit A hereto (the "Services"). Veracity represents that Veracity has the qualifications, the experience and the ability to perform the Services. Veracity shall use Veracity's best efforts to perform the Services such that the results are satisfactory to the County.

2. **Fees.** Veracity shall receive consideration in accordance with Schedule B herein incorporated by reference or as otherwise specifically denoted on another Schedule. The fees must be received by Veracity on or before the 30<sup>th</sup> day of the month for which they are due.

If the County, for any reason, fails to make a required fee payment by the 30<sup>th</sup> day of the month in which it is due, Veracity may

(a) After written notice to County, suspend the performance of its services to County until such time as County makes the proper remittance.

(b) Charge interest to County on all past due fees at the rate of 1 ½% per monthly or the maximum rate allowed by law, whichever is less.

(c) Commence termination of this agreement in accordance with Section 5.

3. **Expenses.** Veracity shall not be authorized to incur on behalf of the County any expenses while performing the Services [as specified in Exhibit A]. Expenses payable by the County shall be specified in Exhibit B.

4. **Term and Termination.** Veracity shall serve as a consultant to the County for a twelve (12) month period commencing on the Effective Date.

Notwithstanding the above, either party may terminate this Agreement at any time without cause upon ninety (90) days advance written notice. In the event of such termination, Veracity shall be paid for any portion of the Services that have been performed prior to the final date of termination of this Agreement.

Should either party materially breach any of its obligations under this Agreement, including but not limited to Veracity's obligations under the Confidential Information and Invention Assignment Agreement between the County and Veracity referenced below, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach

within thirty (30) days after having received written notice from the non-breaching party of the breach or default.

Also, upon termination by County, all programs and services provided herein shall be immediately terminated and pharmacy contract with PBM shall revert to a direct contract between County and PBM subject to negotiation between the parties and not including any proprietary information introduced to County through this Agreement.

This contract shall automatically renew for additional successive terms of one (1) year each for a maximum of four years unless either party gives written notice of its intent to not renew the Agreement at least ninety (90) calendar days prior to the end of any term.

5. **Independent Contractor.** Veracity's relationship with the County will be that of an independent contractor and not that of an employee.

6. **Conflicts with this Agreement.** Veracity represents and warrants that neither Veracity nor any of the Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Veracity represents and warrants that Veracity's performance of all the terms of this Agreement will not breach any Agreement to keep in confidence proprietary information acquired by Veracity in confidence or in trust prior to commencement of this Agreement. Veracity warrants that Veracity has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Veracity has gained from third parties, and which Veracity discloses to the County or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Veracity agrees that Veracity shall not bundle with or incorporate into any deliveries provided to the County herewith any third-party products, ideas, processes, or other techniques, without the express, written prior approval of the County. Veracity represents and warrants that Veracity has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Veracity's obligations under this Agreement. Veracity will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

7. **Confidential Information.**

(a) **Business Associate Agreement.** Veracity and the County have executed a Business Associate Agreement and/ or Non-Disclosure Agreement, which is incorporated herein by reference and made a part of this Agreement.

(b) **Trade Secrets and Confidential Information.** County acknowledges that, as a result of these discussions, County may have access to (1) certain confidential and proprietary information of Consultant which constitutes trade secrets as defined in the Georgia Trade Secrets Act of 1990 (the "Act") and (2) certain confidential and proprietary information which may not constitute trade secrets as defined under the Act, collectively, the "Confidential Information." Such Confidential Information includes but is not limited to, business plans or models, financial statements, charts, clinical procedures, methods of operation, policies, procedures and current business opportunities, and any other agreements or contracts, and all of the information, knowledge and know-how, which is not generally known in the healthcare

business, all other trade secrets and such other information as Consultant may designate as confidential, except those documents that are covered under the Georgia Open Records Act. The Confidential Information provided by Consultant hereunder to County is the sole and exclusive property of Consultant. Neither County nor its employees, agents, successors and assigns (hereinafter collectively referred to as "Agents") have any right to or interest in said Confidential Information provided by the Consultant.

(c) **Use of Confidential Information.** County acknowledges that County has a legitimate business interest in protecting Confidential Information. Therefore, County agrees to hold the Confidential Information of Consultant in trust and confidence and not to disclose to any third party without the prior written consent of Consultant such Confidential Information, whether in tangible or intangible form.

County further agrees to use Consultant's Confidential Information solely and exclusively for the purpose of health plan discussions and implementation and shall not use the Confidential Information for his or her personal benefit or for the benefit of any third party. County acknowledges that the provision of any such Confidential Information by Consultant does not convey any ownership or other interest in such information to County. All records and equipment and other materials relating in any way to the Confidential Information shall be and remain the sole property of Consultant during and after the end of the contract term. County shall not have any right to print or copy, in whole or in part, any Confidential Information or any documentation or data pertaining thereto, owned by Consultant, without the written consent of Consultant. Upon the request of Consultant, and upon termination of the contract, County shall promptly return to consultant all materials and all copies or tangible embodiments of materials involving any Confidential Information in County's possession or control which belongs to Consultant.

(d) **Use of Recommendation or Programs.** Upon request of Consultant and termination of Contract, County shall also cease to utilize any recommendations or programs that have been provided or implemented by Veracity. County agrees to represent in writing to Veracity upon Veracity's request that it has complied with the provisions of the Agreement.

(e) **Open Records Act.** Notwithstanding the foregoing, County may disclose any Confidential Information it is required to disclose pursuant to the Georgia Public Records Act (Georgia Code § 50-18-70 et seq.). County shall notify Consultant promptly in writing of any document request it receives under the Open Records Act that it believes will require disclosure of Confidential Information, and Consultant shall be given an opportunity to object before such records are disclosed. Such notice will be made to Consultant only if Consultant has first submitted to the County the affidavit required by O.C.G.A. 50-18-72(a)(34). Without such affidavit, Consultant agrees that the County will produce any documents responsive to an open records request under the Georgia Open Records Act. Consultant shall provide notice of objections in a timely manner to assist County with meeting its obligations under the Open Records Act.

## 8. Miscellaneous.

- (a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Georgia, without giving effect to principles of conflicts of law.
- (b) **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and Agreements, whether oral or written, between them relating to the subject matter hereof.
- (c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- (d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The County may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the County.
- (e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the County's books and records.
- (f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- (g) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any;

accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

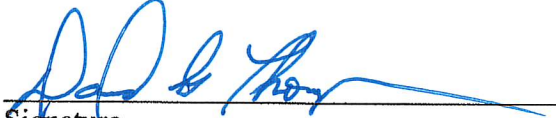
- (h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement.
- (i) **Electronic Delivery.** The County may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the County's Certificate of Incorporation or Bylaws by email or any other electronic means. Veracity hereby consents to receive such documents and notices by such electronic delivery and agrees to participate through an on-line or electronic system established and maintained by the County or a third party designated by the County.

*[Signature Page Follows]*

The parties have executed this Agreement as of \_\_\_\_\_.

**WALTON COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
NAME & TITLE

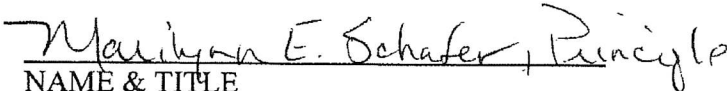
  
\_\_\_\_\_  
Signature

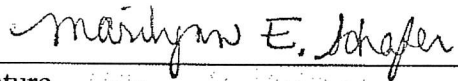
Attest:

\_\_\_\_\_  
COUNTY CLERK

(Seal)

**VERACITY BENEFITS, LLC**

  
\_\_\_\_\_  
NAME & TITLE

  
\_\_\_\_\_  
Signature

**EXHIBIT A****DESCRIPTION OF VERACITY SERVICES**

Veracity shall perform the following services:

- I. Implement PBM contract based on the contract being:
  - a. Transparent
  - b. Pass-through pricing
  - c. Auditable
- II. Define non-preferred pharmacies and appropriate copays;
- III. Manage the formulary according to pharmaceutical efficacy and cost effectiveness, not to maximize rebates;
- IV. Follow all FDA and other guidelines for prescription of specialty drugs;
- V. Implement an international pharmacy option, managed by ElectRx, for the following drug classes:
  - a. Insulin-like drugs
  - b. GLP-1 Medications
  - c. HIV Medications
- VI. Assist Plan and Member in obtaining financial assistance for specialty drugs.
- VII. Provide language for the Summary Plan Document (SPD) that supports these efforts.
- VIII. Provide quarterly reporting of activity and results.



**EXHIBIT B**  
**COMPENSATION**

I. **Compensation to Veracity:**

County agrees to pay to Veracity a monthly fee of \$12 Per Covered Employee Per Month (PEPM). Covered Employees are defined as the number of employees covered under the County's health plan each month as reflected on the health plan administrator's premium bill.

II. **Rebates**

All rebates under the Plan will be returned to the County.

After filing, please return to:  
Georgia Department of Transportation  
Attn: Troy Hill  
600 W. Peachtree Street  
Atlanta, GA 30308

**STATE OF GEORGIA  
COUNTY OF WALTON**

**Parcel ID: Right of Way**

**QUITCLAIM DEED**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2022, by **Walton County**, a political subdivision of the State of Georgia, and its successors and assigns, (hereinafter called “Grantor”) to the **Department of Transportation**, an Agency of the State of Georgia (hereinafter called “Grantee”).

**WITNESSETH**, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other goods and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to the Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in that certain property as described in attached Exhibit “A” and depicted on attached Exhibit “B” (the “Property”).

**TOGETHER WITH** all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging, it being the intention of the Grantor to quitclaim its interest in the Property to Grantee.

**TO HAVE AND TO HOLD** the above-described property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

**IN WITNESS WHEREOF** the said Grantor has signed and sealed this Deed the day and year above written.

Signed, Sealed, and Delivered  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_(Seal)  
David Thompson, Chairman  
Walton County Board of Commissioners

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Attest: Clerk  
Walton County Board of Commissioners

Exhibit "A"

**Right-of-Way of Davis Academy Road – Walton County**

All that tract or parcel of land lying and being in the 1st Land District, GMD 418, Land Lots 73 and 74, Walton County, Georgia, and being more particularly described as follows:

Beginning at a point, said point being located at the southernmost intersection of the southern right-of-way line of Darel Drive (70' R/W), and the western right-of-way line of Davis Academy Road (80' R/W), said point also being THE TRUE POINT OF BEGINNING;

THENCE North 81 degrees 00 minutes 53 seconds East a distance of 100.83 feet to a point, said point being located on the eastern right-of-way line of Davis Academy Road;

THENCE traveling southeasterly along the eastern right-of-way line of Davis Academy Road, South 45 degrees 46 minutes 45 seconds East a distance of 14.95 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 254.78 feet, a radius of 875.00 feet, a chord length of 253.89 feet, and a chord bearing South 54 degrees 07 minutes 15 seconds East to a point;

THENCE South 62 degrees 27 minutes 46 seconds East a distance of 219.59 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 525.92 feet, a radius of 1185.92 feet, a chord length of 521.62 feet, and a chord bearing South 49 degrees 45 minutes 29 seconds East to a point;

THENCE South 37 degrees 03 minutes 13 seconds East a distance of 411.32 feet to a point;

THENCE South 37 degrees 22 minutes 05 seconds East a distance of 59.26 feet to a point;

THENCE South 37 degrees 22 minutes 05 seconds East a distance of 185.56 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 163.86 feet, a radius of 10885.71 feet, a chord length of 163.86 feet, and a chord bearing South 37 degrees 47 minutes 58 seconds East to a point, said point being located on the approximate county line of Walton County and Morgan County;

THENCE traveling southwesterly along the county line, South 31 degrees 15 minutes 56 seconds West a distance of 85.37 feet to a point, said point being located on the southwesterly right-of-way line of Davis Academy Road;

THENCE leaving said county line and traveling northwesterly along the right-of-way line of Davis Academy Road, with the arc of a curve turning to the right, having an arc length of 194.96 feet, a radius

of 10965.71 feet, a chord length of 194.96 feet, and a chord bearing North 37 degrees 52 minutes 39 seconds West to a point;

THENCE North 37 degrees 22 minutes 05 seconds West a distance of 185.56 feet to a point;

THENCE North 37 degrees 22 minutes 05 seconds West a distance of 59.26 feet to a point;

THENCE North 36 degrees 44 minutes 22 seconds West a distance of 88.41 feet to a point;

THENCE North 37 degrees 17 minutes 12 seconds West a distance of 113.69 feet to a 1/2" open top pipe found;

THENCE North 37 degrees 04 minutes 23 seconds West a distance of 199.93 feet to a 1/2" open top pipe found;

THENCE North 37 degrees 09 minutes 15 seconds West a distance of 33.04 feet to a point;

THENCE North 39 degrees 17 minutes 33 seconds West a distance of 56.27 feet to a point;

THENCE North 42 degrees 57 minutes 34 seconds West a distance of 81.17 feet to a point;

THENCE North 47 degrees 27 minutes 32 seconds West a distance of 90.22 feet to a point;

THENCE North 51 degrees 08 minutes 12 seconds West a distance of 52.58 feet to a point;

THENCE North 54 degrees 17 minutes 15 seconds West a distance of 56.84 feet to a point;

THENCE North 58 degrees 23 minutes 48 seconds West a distance of 63.60 feet to a point;

THENCE North 61 degrees 15 minutes 51 seconds West a distance of 86.50 feet to a point;

THENCE North 62 degrees 58 minutes 15 seconds West a distance of 89.06 feet to a point;

THENCE North 62 degrees 06 minutes 14 seconds West a distance of 85.22 feet to a point;

THENCE North 61 degrees 04 minutes 49 seconds West a distance of 56.03 feet to a point;

THENCE North 58 degrees 42 minutes 14 seconds West a distance of 60.10 feet to a point;

THENCE North 56 degrees 08 minutes 47 seconds West a distance of 60.55 feet to a point;

THENCE North 52 degrees 47 minutes 52 seconds West a distance of 47.49 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 154.92 feet, a radius of 994.93 feet, a chord length of 154.76 feet, and a chord bearing North 47 degrees 01 minutes 43 seconds West to a point, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains 3.439 acres.

**AND**

**Right-of-Way of Lynch Road – Walton County**

All that tract or parcel of land lying and being in the 1st Land District, GMD 418, Land Lots 73, 74, and 75, Walton County, Georgia, and being more particularly described as follows:

Beginning at a point, said point being located at the southeasternmost intersection of the southwestern right-of-way line of Davis Academy Road (80' R/W), and the southeastern right-of-way line of Lynch Road (80' R/W), said point also being THE TRUE POINT OF BEGINNING;

THENCE traveling with the southeastern right-of-way line of Lynch Road, with the arc of a curve turning to the left, having an arc length of 121.14 feet, a radius of 5040.57 feet, a chord length of 121.13 feet, and a chord bearing South 30 degrees 25 minutes 27 seconds West to a point;

THENCE with a compound curve turning to the left, having an arc length of 27.38 feet, a radius of 5040.57 feet, a chord length of 27.37 feet, and a chord bearing South 29 degrees 34 minutes 48 seconds West to a point;

THENCE South 29 degrees 29 minutes 30 seconds West a distance of 430.81 feet to a point;

THENCE South 29 degrees 05 minutes 32 seconds West a distance of 225.62 feet to a point;

THENCE South 29 degrees 05 minutes 32 seconds West a distance of 346.64 feet to a point;

THENCE South 28 degrees 50 minutes 40 seconds West a distance of 1571.87 feet to a 1/2" open top pipe found;

THENCE South 28 degrees 30 minutes 06 seconds West a distance of 637.66 feet to a 1/2" rebar found;

THENCE South 29 degrees 01 minutes 04 seconds West a distance of 435.76 feet to a point;

THENCE South 27 degrees 14 minutes 06 seconds West a distance of 165.95 feet to a point;

THENCE South 22 degrees 45 minutes 50 seconds West a distance of 69.83 feet to a point;

THENCE South 16 degrees 52 minutes 13 seconds West a distance of 80.79 feet to a 1/2" open top pipe found;

THENCE South 13 degrees 18 minutes 15 seconds West a distance of 40.09 feet to a point;

THENCE South 34 degrees 44 minutes 03 seconds West a distance of 208.35 feet to a point, said point being located on the northeastern right-of-way line of Lynch Road;

THENCE traveling northeasterly along the right-of-way line of Lynch Road, with the arc of a curve turning to the right, having an arc length of 145.67 feet, a radius of 1949.71 feet, a chord length of 145.64 feet, and a chord bearing North 11 degrees 46 minutes 50 seconds East to a point;

THENCE North 13 degrees 55 minutes 16 seconds East a distance of 98.20 feet to a point;

THENCE North 16 degrees 26 minutes 06 seconds East a distance of 80.08 feet to a 1/2" rebar found;

THENCE North 22 degrees 45 minutes 50 seconds East a distance of 77.07 feet to a point;

THENCE North 27 degrees 14 minutes 06 seconds East a distance of 170.32 feet to a point;

THENCE North 29 degrees 01 minutes 04 seconds East a distance of 436.65 feet to a point;

THENCE North 28 degrees 30 minutes 06 seconds East a distance of 637.54 feet to a point;

THENCE North 28 degrees 50 minutes 40 seconds East a distance of 1572.28 feet to a point;

THENCE North 29 degrees 05 minutes 32 seconds East a distance of 595.21 feet to a 1/2" open top pipe found;

THENCE North 29 degrees 36 minutes 37 seconds East a distance of 298.35 feet to a 1/2" rebar found;

THENCE North 29 degrees 37 minutes 01 seconds East a distance of 294.37 feet to a point, said point being located on the southwestern right-of-way line of the aforementioned Davis Academy Road;

THENCE traveling with the right-of-way of Davis Academy Road, South 36 degrees 44 minutes 22 seconds East a distance of 88.41 feet to a point, said point being THE TRUE POINT OF BEGINNING.

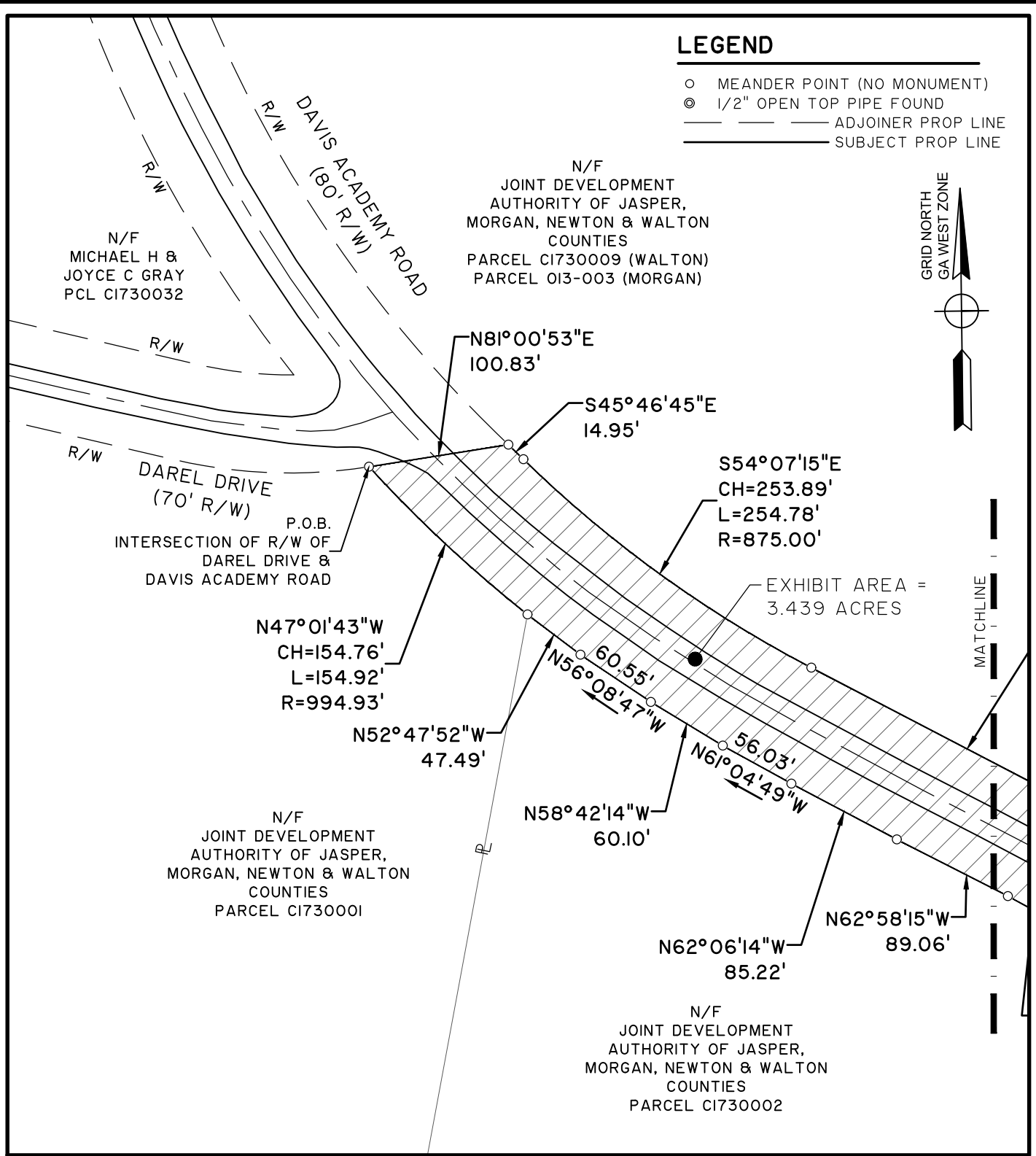
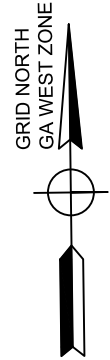
The above described tract contains 7.860 acres.

Exhibit "B"

Z:\29287\29287.0001\SURVEY\DWG\29287.0001 ROW ANNULMENTS.DWG - Jun 23, 2022 - 8:36 AM

### LEGEND

- MEANDER POINT (NO MONUMENT)
- ⊙ 1/2" OPEN TOP PIPE FOUND
- ADJOINER PROP LINE
- SUBJECT PROP LINE



## STANTON SPRINGS NORTH RIGHT-OF-WAY EXHIBIT

LOCATION: LAND LOTS 73, 74  
 1ST DIST - GMD 418 - WALTON COUNTY, GEORGIA  
 DATE: 06/21/22 DRAWN BY: DBS SHEET: 1 of 3  
 JOB NUMBER: 29287.0001 REVIEWED BY: CCB SCALE: 1" = 100'



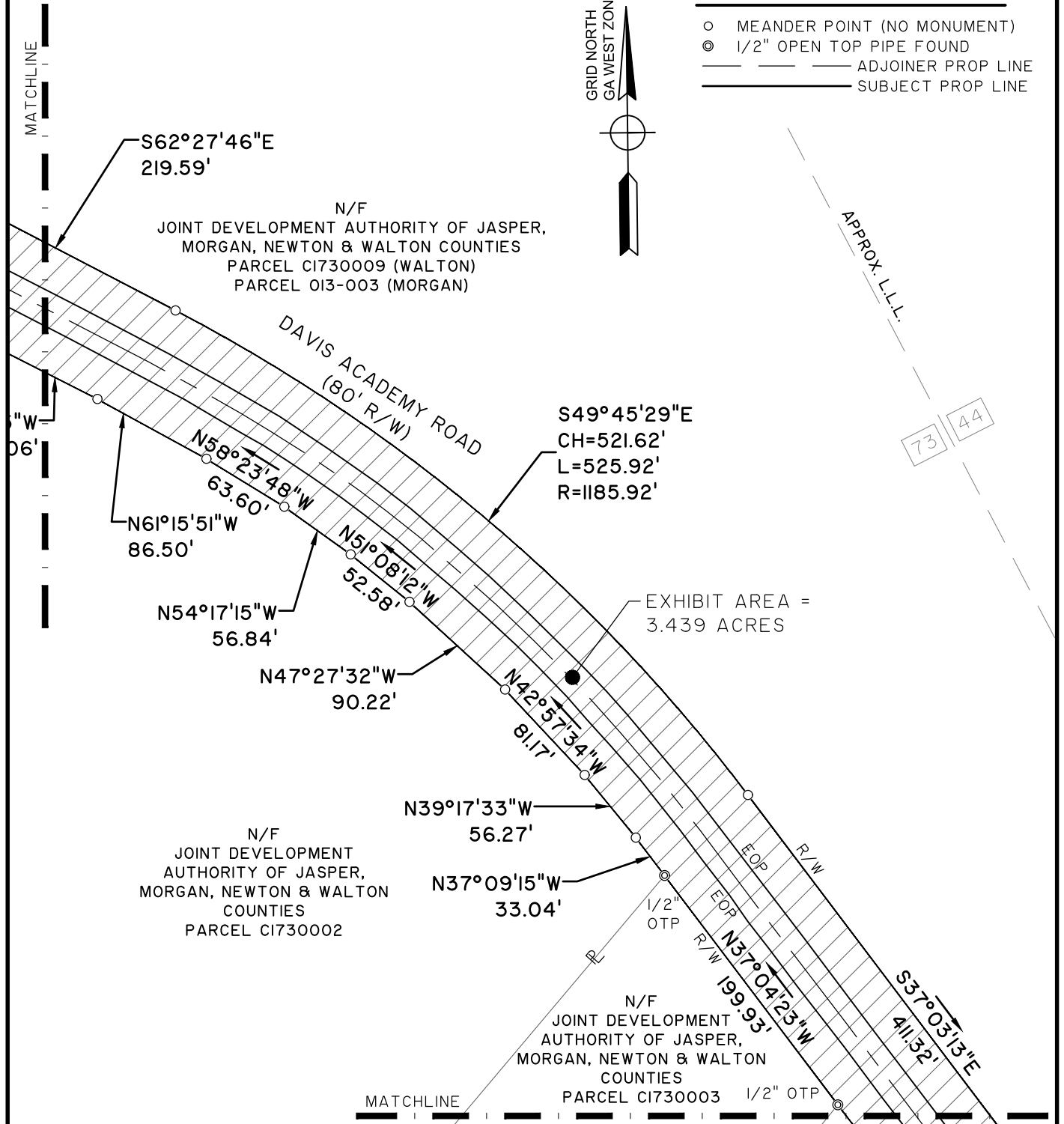
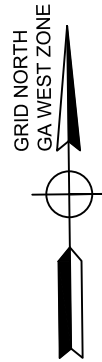
5074 Bristol Industrial Way • Suite A  
 Buford, GA 30518 • 770-271-2868

www.thomasandhutton.com



**LEGEND**

- MEANDER POINT (NO MONUMENT)
- ⊙ 1/2" OPEN TOP PIPE FOUND
- ADJOINER PROP LINE
- SUBJECT PROP LINE



**STANTON SPRINGS NORTH  
RIGHT-OF-WAY EXHIBIT**

LOCATION: LAND LOTS 73, 74  
 1ST DIST - GMD 418 - WALTON COUNTY, GEORGIA  
 DATE: 06/21/22 DRAWN BY: DBS SHEET: 2 of 3  
 JOB NUMBER: 29287.0001 REVIEWED BY: CCB SCALE: 1" = 100'



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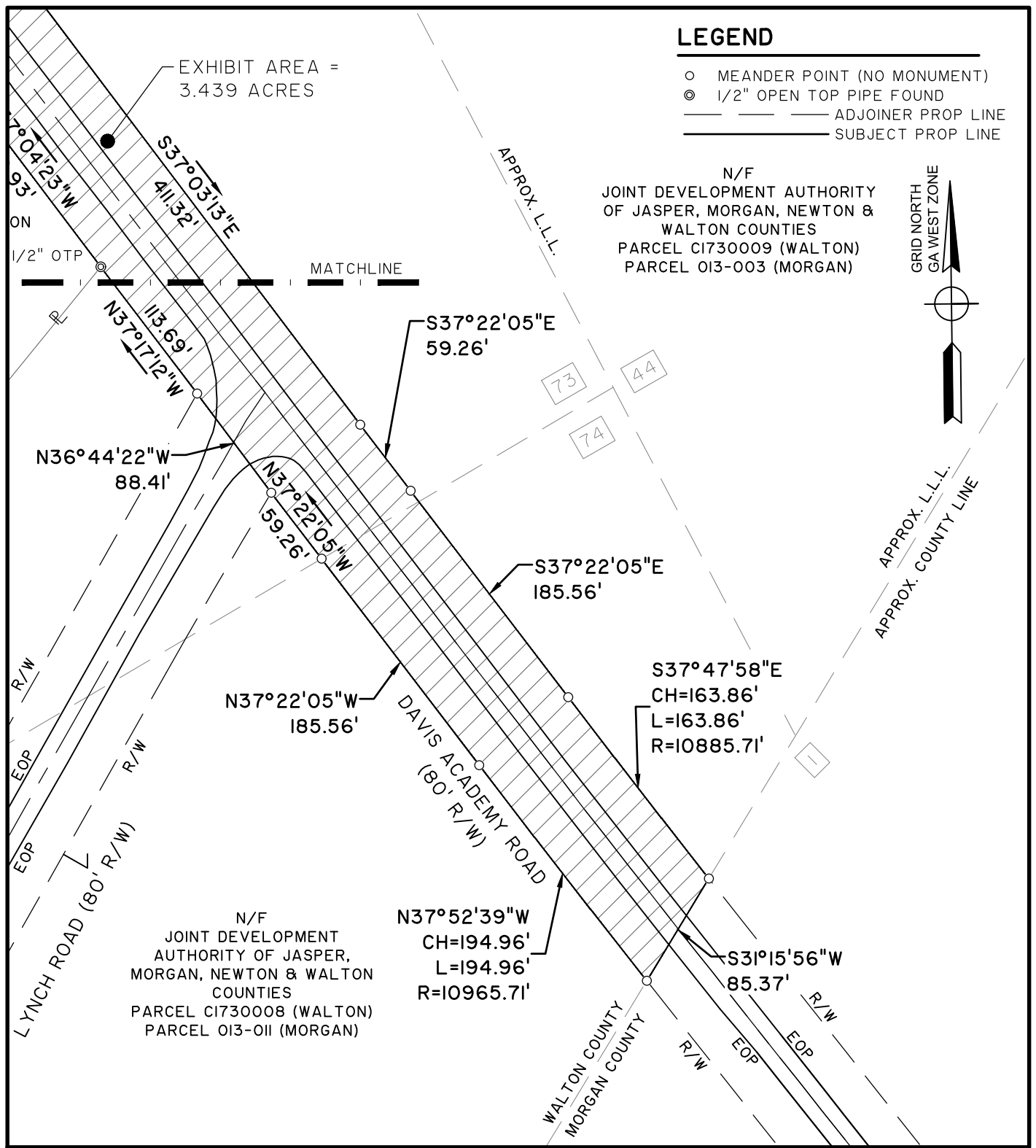
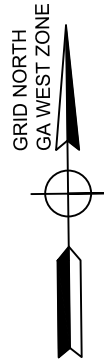
www.thomasandhutton.com

Z:\29287\29287.0001\SURVEY\DWG\29287.0001 ROW ANNULMENTS.DWG - Jun 23, 2022 - 8:36 AM

**LEGEND**

- MEANDER POINT (NO MONUMENT)
- ⊙ 1/2" OPEN TOP PIPE FOUND
- ADJOINER PROP LINE
- SUBJECT PROP LINE

N/F  
 JOINT DEVELOPMENT AUTHORITY  
 OF JASPER, MORGAN, NEWTON &  
 WALTON COUNTIES  
 PARCEL C1730009 (WALTON)  
 PARCEL 013-003 (MORGAN)



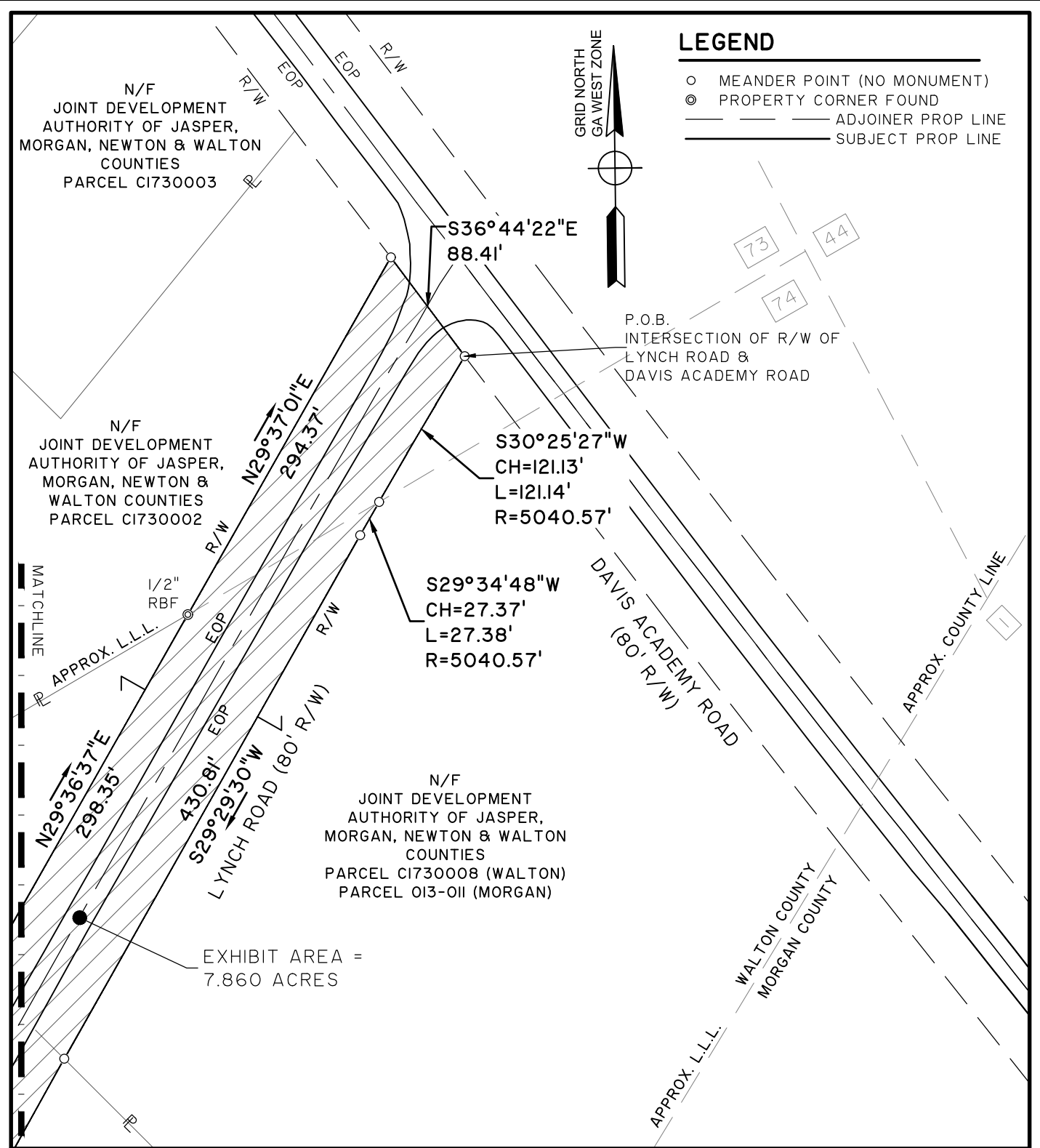
**STANTON SPRINGS NORTH  
 RIGHT-OF-WAY EXHIBIT**

LOCATION: LAND LOTS 73, 74  
 1ST DIST - GMD 418 - WALTON COUNTY, GEORGIA  
 DATE: 06/21/22 DRAWN BY: DBS SHEET: 3 of 3  
 JOB NUMBER: 29287.0001 REVIEWED BY: CCB SCALE: 1" = 100'



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# STANTON SPRINGS NORTH RIGHT-OF-WAY EXHIBIT

LOCATION: LAND LOTS 73, 74, & 75  
 1st DIST - GMD 418 - WALTON COUNTY, GEORGIA  
 DATE: 06/21/22 DRAWN BY: DBS SHEET: 1 of 6  
 JOB NUMBER: 29287.0001 REVIEWED BY: CCB SCALE: 1" = 100'

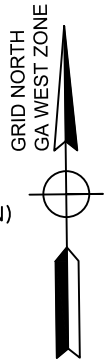


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**LEGEND**

- MEANDER POINT (NO MONUMENT)
- ⊙ PROPERTY CORNER FOUND
- ADJOINER PROP LINE
- SUBJECT PROP LINE



N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON & WALTON  
COUNTIES  
PARCEL CI730002

APPROX. L.L.L.  
73  
74

N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON &  
WALTON COUNTIES  
PARCEL CI730004

1/2" OTP  
R/W  
EQP  
EOP  
R/W

N/F  
ALAN S VERNER  
PCL CI730008 (WALTON)  
PCL 013-011 (MORGAN)

N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON &  
WALTON COUNTIES  
PARCEL CI730007

N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON &  
WALTON COUNTIES  
PARCEL CI730005

LYNCH ROAD (80' R/W)

EXHIBIT AREA =  
7.860 ACRES

N/F  
JOINT DEVELOPMENT  
AUTHORITY OF  
JASPER,  
MORGAN, NEWTON &  
WALTON COUNTIES  
PARCEL CI730005

74  
11  
WALTON COUNTY  
MORGAN COUNTY

N29°05'32"E  
595.21'

572.26'  
S29°05'32"W

MATCHLINE

**STANTON SPRINGS NORTH  
RIGHT-OF-WAY EXHIBIT**

LOCATION: LAND LOTS 73, 74, & 75  
1st DIST - GMD 418 - WALTON COUNTY, GEORGIA  
DATE: 06/21/22 DRAWN BY: DBS SHEET: 2 of 6  
JOB NUMBER: 29287.0001 REVIEWED BY: CCB SCALE: 1" = 100'

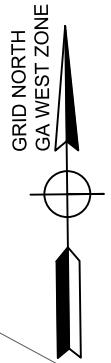


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**LEGEND**

- MEANDER POINT (NO MONUMENT)
- ⊙ PROPERTY CORNER FOUND
- ADJOINER PROP LINE
- SUBJECT PROP LINE



N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON &  
WALTON COUNTIES  
PARCEL C1730005

N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON & WALTON  
COUNTIES  
PCL C1730005A

N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON & WALTON  
COUNTIES  
PARCEL C1730006

EXHIBIT AREA =  
7.860 ACRES

LYNCH ROAD (80' R/W)

N28°50'40"E  
1572.28'

1571.87'  
S28°50'40"W

MATCHLINE

APPROX. L.L.L.

WALTON COUNTY  
MORGAN COUNTY

74  
32  
11

**STANTON SPRINGS NORTH  
RIGHT-OF-WAY EXHIBIT**

LOCATION: LAND LOTS 73, 74, & 75  
1st DIST - GMD 418 - WALTON COUNTY, GEORGIA  
DATE: 06/21/22 DRAWN BY: DBS SHEET: 3 of 6  
JOB NUMBER: 29287.0001 REVIEWED BY: CCB SCALE: 1" = 100'

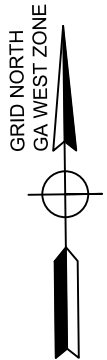


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**LEGEND**

- MEANDER POINT (NO MONUMENT)
- ⊙ PROPERTY CORNER FOUND
- ADJOINER PROP LINE
- SUBJECT PROP LINE



N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON &  
WALTON COUNTIES  
PARCEL C1730005

N/F  
JOINT DEVELOPMENT  
AUTHORITY OF JASPER,  
MORGAN, NEWTON & WALTON  
COUNTIES  
PARCEL C174-0004 (WALTON)  
PARCEL 013-007 (MORGAN)

EXHIBIT AREA =  
7.860 ACRES

LYNCH ROAD (80' R/W)

N28°50'40"E  
1572.28'

1571.87'  
S28°50'40"W

1/2" OTP

APPROX. COUNTY LINE

WALTON COUNTY  
MORGAN COUNTY

APPROX. L.L.L.

74  
32

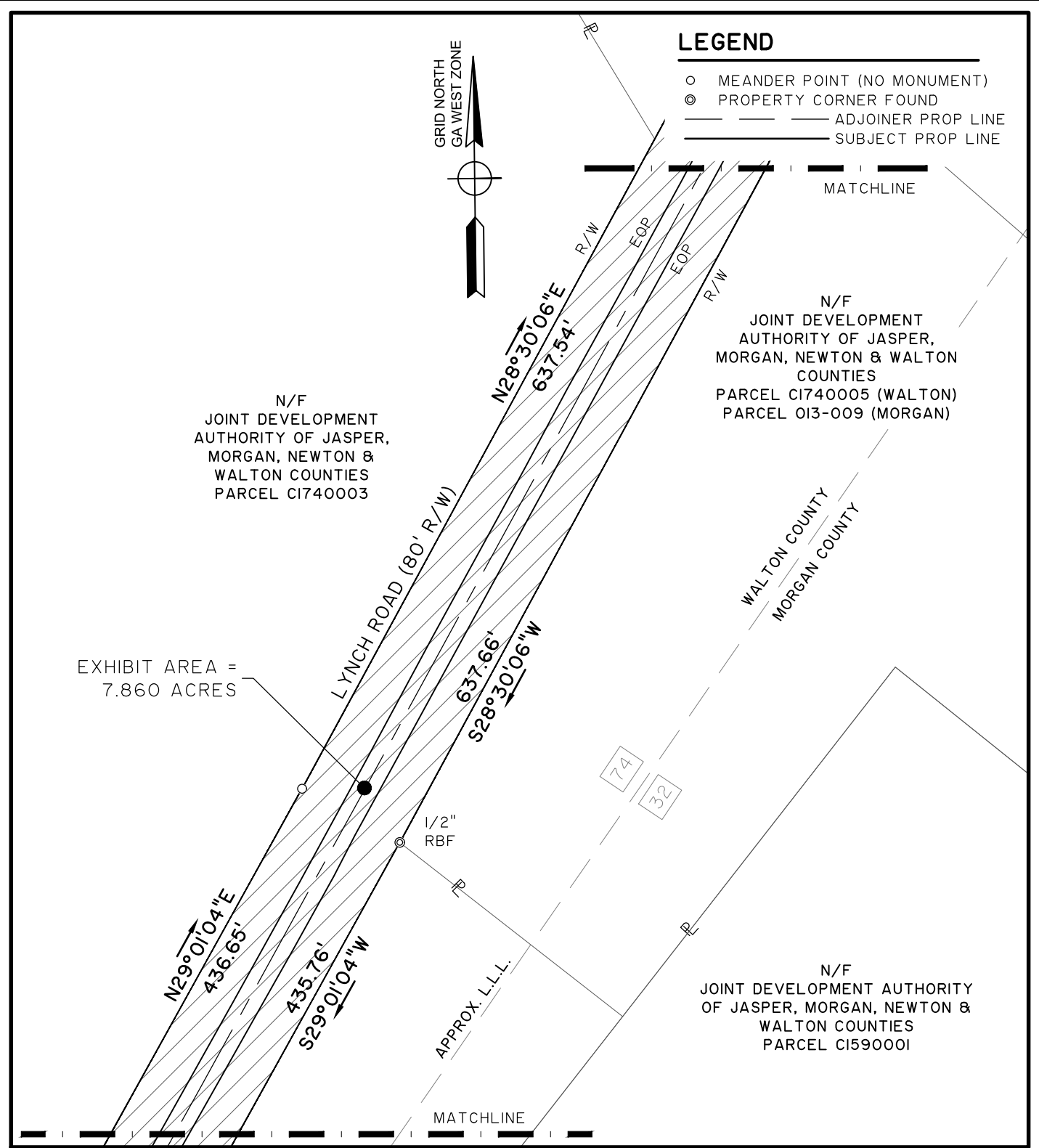
**STANTON SPRINGS NORTH  
RIGHT-OF-WAY EXHIBIT**

LOCATION: LAND LOTS 73, 74, & 75  
1st DIST - GMD 418 - WALTON COUNTY, GEORGIA  
DATE: 06/21/22 DRAWN BY: DBS SHEET: 4 of 6  
JOB NUMBER: 29287.0001 REVIEWED BY: CCB SCALE: 1" = 100'



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# STANTON SPRINGS NORTH RIGHT-OF-WAY EXHIBIT

LOCATION: LAND LOTS 73, 74, & 75  
1st DIST - GMD 418 - WALTON COUNTY, GEORGIA  
DATE: 06/21/22 DRAWN BY: DBS SHEET: 5 of 6  
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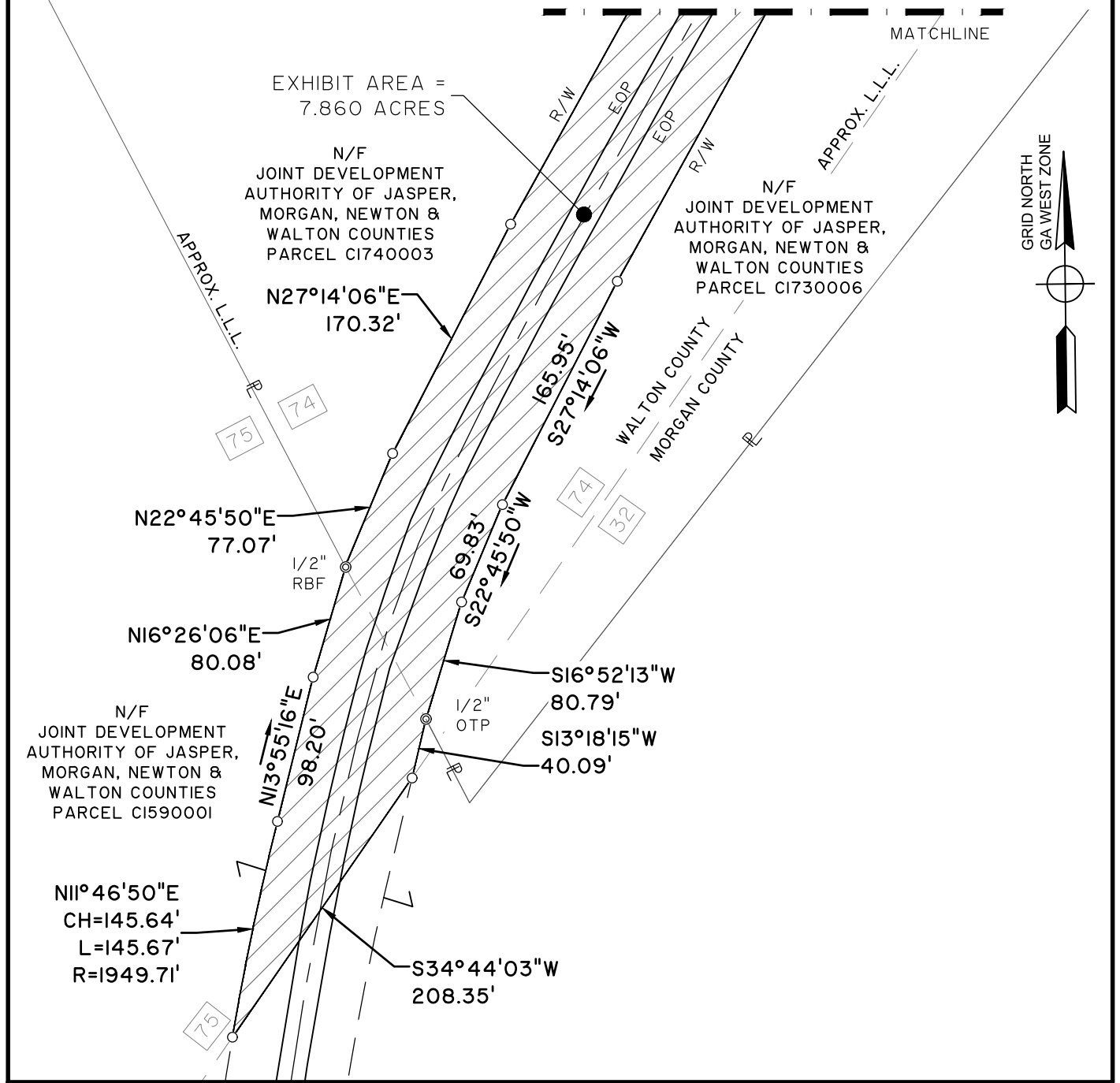


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**LEGEND**

- MEANDER POINT (NO MONUMENT)
- ⊙ PROPERTY CORNER FOUND
- ADJOINER PROP LINE
- SUBJECT PROP LINE



**STANTON SPRINGS NORTH  
RIGHT-OF-WAY EXHIBIT**

LOCATION: LAND LOTS 73, 74, & 75  
 1st DIST - GMD 418 - WALTON COUNTY, GEORGIA  
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# Walton County Department Agenda Request

Item 7.1.

Department Name: Human Resources

Department Head or Representative: Melissia Rusk

Meeting Date Request: July 12, 2022

Has this topic been discussed at past meetings? No

If so, when?

Topic: Changes to the Employee Benefits Committee By-Laws

Wording for Agenda: Revisions to Employee Benefits Committee By-Laws

This Request: Informational Purposes Only

Needs Action by Commissioners

What action are you seeking from the Commissioners?

Approval of changes recommended by the Employee Benefits Committee

Department Comments/Recommendation:

Is additional documentation attached? Yes

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

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

Date forwarded to the County Attorney: June 23, 2022

Has the County Attorney review been completed? Yes

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

Approved in current budget?

Budget information attached?

Comments:

---

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**WALTON COUNTY BOARD OF COMMISSIONERS EMPLOYEE BENEFIT COMMITTEE (EBC) BY-LAWS**

**ARTICLE ~~II~~**

This Committee shall be known as the EMPLOYEE BENEFITS COMMITTEE (hereinafter “EBC”) created under the authority of the ~~WALTON COUNTY~~ BOARD OF COMMISSIONERS (~~OF WALTON COUNTY~~ (hereinafter “BOC”)) of Walton County, Monroe, Georgia.

**ARTICLE ~~III~~**

**MISSION AND PURPOSE**

**Section 1. MISSION**

The mission of the Employee Benefits Committee is to promote a competitive level of benefits and wellness opportunities to all eligible employees of Walton County, to ensure consistent compliance with the Walton County Civil Service Personnel Rule and Regulations and to, institute programs promoting the wellbeing of the employees while providing economic values to the ~~Taxpayer~~taxpayers of Walton County.

**Section 2. PURPOSE**

- a. EBC shall perform these duties:
  - 1.1. Provide strong representation of Walton County employees to the BOC.
  - 2. Promote awareness to employees of benefit changes by the BOC.
  - 3. Promote wellness benefits and incentive programs.
  - 4. ~~Promote~~Provide economic value to the ~~Taxpayer~~taxpayers of Walton County.
  - 5. Understand the Walton County Civil Service Personnel Rules and Regulations.
- b. Other duties assigned by the ~~Board of Commissioners (BOC)~~BOC.

**ARTICLE ~~111~~III**

**COMMITTEE MEMBERSHIP**

**Section 1. Membership**

a. The Committee will be made up of representatives of the following voting and nonvoting members:

1. Voting Members:

Animal Control	1
Board of Commissioners/Purchasing	1
Central Communications — E-911	1
Clerk of Superior Court	1
District Attorney	1
Elections	1
EMA	1
EMS	1
Facilities Management	1
Finance	1
Fire Department	1
Human Resources	1
IT Department	1
Juvenile	1
Recycling Center/ KWB	1
Magistrate Court	1
Parks & Recreation	1
Planning & Development	1
Probate Court	1
Public Defender	1
Public Works	1
Sheriff’s Office	2
Superior Court	1
Tax Assessor	1
Tax & Tag	1
Traffic Operations	1
USDA	1
Water Authority	1
<b>TOTAL</b>	<b>29</b>

2. Non-voting members:

Human Resources Director

Risk Management Director

**TOTAL**

**2**

Continued

- b. Except as provided in Section 2, voting members and alternates representing departments shall be appointed ~~from members of~~ by the Elected ~~Officers (EO)~~ Officials and Department Heads ~~(DH)~~ for each department listed in Article III Section 1 (a)(1) hereof.
- c. Non-voting members may be a part of the committee for advisory purposes only.
- d. Alternates shall serve in the absence of the regular members.
- e. ~~If the BOC establishes another department, they~~ the new department will automatically ~~become part of~~ be treated as if said department is listed in Article III section 1.1 hereof without the need for further revision of these bylaws. If the BOC abolishes a department ~~they, that department~~ will be automatically removed from Article III section 1.1 hereof without the need for further revision of these bylaws.

**Section 2. Appointment of Members and Alternates**

- a. Members and alternates shall be appointed to the EBC committee from each department listed in Article ~~III~~ III section 1. Members and alternates shall be permanent, full-time employees.
- b. ~~The~~ A member and alternate shall be appointed or reappointed to a designated term of service determined by the relevant Elected ~~Officials~~ Official or Department ~~Heads~~ Head, for a period of not less than ~~one~~ (1) year. In the event the member's position is vacated, the alternate will automatically become the member and complete the original term of office. The Elected Officials or Department Heads shall fill the alternate member's position by appointment.
- c. Members and alternates may serve until the end of the term provided by Section (b) hereof, or until removed by the relevant Elected ~~Officials~~ Official or Department Head.  
~~Heads.~~
- d. Appointments of all members and alternates will become effective upon the relevant Elected ~~Officials~~ Official or Department ~~Heads~~ Head, as the case may be, giving an annual written notice to the Chairperson of the EBC in ~~the first quarter~~ of each year.
- e. Elected Officials or Department Head Shall neither serve as the Chairperson of EBC ~~or nor~~ as EBC members. Exceptions shall be given to allow Elected Officials or Department

Heads to serve if staffing limitations dictate the necessity of said service. The definition of "staffing limitations" shall be subject to the Chairpersons interpretation

**ARTICLE IV**

**MEETINGS, CONDUCT OF MEETINGS, AND QUORUM**

- a. The regular meeting date, time and place of EBC shall be set by the EBC Chairperson. The Chairperson or designee may call special or emergency meetings.
- b. A majority of the members (or designated alternates) shall constitute a quorum for conducting of business. ~~The action of~~ Action and decision of the EBC shall be by a majority vote of the ~~voting~~ members ~~present shall be the act~~ of the EBC.
- ~~c. In the event the EBC has a tie vote, no action will take place until a majority vote.~~
- d. ~~Subcommittees~~ The Chairperson or Vice Chairperson may appoint subcommittees or advisory committees to develop recommendations for the EBC may, which must be appointed by the Chairperson or Vice Chairperson and ratified by the EBC. Subcommittees or advisory committees may be appointed during a meeting a majority vote of the EBC before becoming active.
- e. In the event any member listed in Article III (member and/or alternate) knows they will not be present for the scheduled EBC meeting, the member may send their written vote to the EBC Chairperson for the record. ~~A quorum for EBC meetings shall be a simple majority of voting EBC members.~~
- ~~f. f.~~ f. All meetings shall be conducted in an orderly manner.
- g. The EBC may establish other rules of procedure as deemed necessary for the ~~conduction~~ conduct of business.
- h. A voting members continued absence from regularly scheduled meetings ~~might~~ may require the Chairperson to notify the department represented. A request may be made to replace the member.
- i.i. The Chairperson or ~~their~~ his or her designee shall provide a minimum of three- (3) business days' notice to members for any scheduled meeting.

ARTICLE V

-OFFICERS AND DUTIES

- a. A Chair, Vice-Chair, and Secretary shall be elected by a majority of the voting members for a two-year term of office ending in December. Candidates for ~~The~~the Chair, Vice-Chair, and Secretary must be the voting member and have served a minimum of one year on the committee to be eligible. A vacancy in the ~~vice chair and secretary~~Vice-Chair or Secretary position shall be filled by a majority vote of EBC, for the remainder of the unexpired term.
  - 1. The Chairperson shall appoint a nominating committee of three members not less than thirty (30) days prior to the December meeting ~~who~~. The nominating committee shall report the names of candidates for each position to be voted upon at the biennial election. Additional nominations for any office may be made by members at the time of the meeting.
  - 2. Nominations shall be received at the last meeting in December prior to beginning term of office in the year needed for election for vice chair and secretary.
  - 3. The Vice-Chair shall become Chair following the completion or vacancy of the Chair's term.
  - 4. The EBC secretary shall take minutes on all meetings and forward them to the EBC Chairperson and the EBC for final approval.
  - 5. The Chairperson, Vice-Chairperson and Secretary maybe removed from their office by a two-thirds majority vote.
- b. The Chairperson shall set the agenda, preside over all meetings, and shall be responsible for conducting the meeting in an expeditious manner. The Chairperson shall accept from and present ideas to the committee. The Chairperson will then seek information regarding these ideas and present it back to the committee in a timely manner. ~~A final duty of the~~The Chairperson ~~will~~shall also be able to approve donated leave ~~request~~requests on behalf of the EBC.
- c. In the absence of the Chair, the Vice-Chair shall assume the duties of the Chair. The Vice-Chair will assist the Chairperson in seeking information regarding ideas to be presented to the committee.

ARTICLE VI  
AMENDMENTS

- a. These by-laws may be amended by a two-thirds majority vote of the EBC members with the exception of Article III, which may only be amended ~~with the concurrence of the Walton County Board of Commissioners~~ by a majority vote of the BOC.
- b. Written notice must be given to all members and alternates at least 30 days prior to any proposed action to amend the by-laws.

Approved by EBC April 30, 2008

Amended 6/9/2022



**Task Order 01- AMENDMENT #1 for Project Management Services – Walton County Georgia – Walnut Grove Park July 05, 2021**

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

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

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

Hereinafter referred to as **APM**

**FOR: Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services**

Hereinafter referred to as the Project.

**PROJECT UNDERSTANDING**

Walton County, Georgia wishes to develop a new Park, (Walnut Grove Park) located at intersection of HWY 81 and Anglin road. Park is to include Active Recreational Facilities such as Baseball Fields, Gymnasium, Multi-Purpose Fields, and various support elements. Walton County needs assistance in APM providing Project Management Services.

Our roles include:

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

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

- 1. Total Duration of APM Design Phase Services is modified from sunseting on October 17<sup>th</sup>, 2022, to now be April 30, 2023, or increase of 7 Months.
- 2. Walton County will assist in providing a Working Committee made up of Staff and others to participate in working with APM and Lose Design during the Design Phase. Their input will guide and direct us through all design decisions.
- 3. APM will continue to work with Walton County to identify and determine specific Funding options and therefore a Phase 1 to issue out for Bid.
- 4. Once a specific Phase 1 funding and scope is identified, APM will develop an Amendment tied to that scope and timetable.
- 5. Walton County will provide space and access to printers and copiers for report generation and meetings with staff.



**Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services**

July 05, 2022

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

**TASK 1.0 – REQUEST FOR PROPOSALS (Design Consultant Services): *Completed***

**TASK 2.0 – DEVELOP & MANAGE FINANCIAL PROJECT DASHBOARD: *On-going***

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

**TASK 3.0 – MASTER PLAN PHASE MANAGEMENT: *Completed***

**TASK 4.0 - PROJECT DESIGN PHASE MANAGEMENT: include the following Tasks:**

- 4.0 **DESIGN PHASE COORDINATION.** APM will serve as the Owner’s representative in coordination of the Design Consultant 's activities and will provide leadership with respect to the implementation of design phase procedures by all parties. The Owner will make all related design decisions with the technical assistance of APM.  
*The below tasks will be accomplished to the best of their ability while maintaining the schedule.*
  - **Schematic Design:**
    - Presentation to and approval from the Owner on a proposed Schematic Design Report.
  - **Design Development:**
    - Presentation to and approval from the Owner on a proposed Design Development Report.
  - **Construction Documents:**
    - Presentation to and approval from the Owner on a proposed Construction Documents Report.
- 4.1 **MONITOR DESIGN SCHEDULE.** APM will expedite the flow of information between the Owner, the Design Consultant , and other parties. APM will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.

**Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services**

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- 4.2 DESIGN PROGRESS MEETINGS.** APM will conduct design progress meetings in conjunction with the Owner, Design Consultant Team, and others found necessary. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and noted. APM will coordinate the Design Consultant 's recording, transcribing, and distributing of minutes of these meetings to all attendees and all other appropriate parties.
- 4.3 COST MANAGEMENT PROCEDURES.** APM will implement and maintain cost management procedures throughout the Design phase.
- 4.4 LIMITED DESIGN REVIEW.** APM shall review the in-progress design documents for adherence to the Design Intent. This limited review will be provided at the Schematic Design Phase and all succeeding design phases. APM's comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, the performance of design reviews will not:

  - Relieve the Design Consultant of its responsibility to provide sound design and properly prepare contract documents; and
  - Make APM in any way responsible for, liable for, or an insurer of the design and/or performance of the Design Consultant .
- 4.5 CONSTRUCTABILITY REVIEW.** Subject to the preceding paragraph, APM will provide input to the Owner and Design Consultant Team relative to value, sequencing of construction, duration of construction of various building methods, and constructability.
- 4.6 COORDINATION REVIEW.** APM will review the Design Consultant 's 95% contract document submissions and provide written comments on the various disciplines, including architectural, structural, mechanical, electrical, and plumbing.
- 4.7 COORDINATE DESIGN COMMENTS.** APM will provide coordination between the Design Consultant and the Owner, to obtain the proper flow of information. APM will coordinate the design reviews at the Schematic Design, Design Development, 95% Construction Documents and 100% Construction Documents phases and will compile and expedite Owner's comments to the Design Consultant .
- 4.8 EXPEDITE AGENCY REVIEWING AND APPROVALS.** APM will oversee the Design Consultant 's efforts in securing and transmitting appropriate documents to the various approving and / or permit agencies at the appropriate times.
- 4.9 DESIGN PHASE SCHEDULE.** APM will continuously monitor the design phase schedule and make reports to the Owner and Design Consultant . APM will advise the Design Consultant and Owner when potential or actual constraints to the schedule exist and make recommendations for corrective action.

**Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services**

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July 05, 2022

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- 4.10 COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development, 95% CD or 100% CD Estimates, APM will conduct cost adjustment sessions with the Design Consultant and Owner. At the end of these sessions, APM, in conjunction with Owner, will request commitments from the Design Consultant for design adjustments to the documents.
  
- 4.11 VALUE ANALYSIS STUDY.** APM will participate in a value analysis study on major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service. This value analysis will be reviewed with the Owner, Design Consultant, and other appropriate parties.
  
- 4.12 TRADE-OFF STUDIES.** APM will participate in a cost comparative analysis on various construction components. The results of the trade-off studies will be reviewed with the Owner, Design Consultant, and other appropriate parties.
  
- 4.13 VALUE ENGINEERING.** APM will participate in a Value Engineering Workshop on the Project as found necessary. The results of this effort will be reviewed with the Owner and Design Consultant.
  
- 4.14 COST MONITORING.** APM will monitor the cost of the design in each phase. APM will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as-needed basis.

**Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services**

July 05, 2022

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**COMPENSATION**

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

<b>TASK:</b>	<b>Fee:</b>	<b>Status:</b>
<b>TASK 1.0 – Design Consultant RFP Development and Management.</b> Projected Schedule (Jan. 05 – March 01, 2022) Fee = 80 Man-Hours x \$125 MH =	<b>\$10,000.00</b>	<b>Completed</b>
<b>TASK 2.0 – Develop &amp; Manage Financial Project Dashboard.</b> Projected Schedule (Jan. 05 – On-going) Fee = 80 Man-Hours x \$125 MH =	<b>\$ 10,000.00</b>	<b>On-going</b>
<b>TASK 3.0 – Master Plan / Project Due Diligence.</b> Projected Schedule (March 04 – May 17, 2022) Fee = 80 Man-Hours x \$125 MH =	<b>\$ 10,000.00</b>	<b>Completed</b>
<b>TASK 4.0 – Project Design Phase Management.</b> Original Schedule (May 18 – October 2022) Fee = <b>Balance =</b>	<b>\$ 21,250.00</b> <b>\$ 17,750.00</b>	<b>(\$ 3,500.00)</b> <b>\$ 17,750.00</b>
<b>AMENDMENT 1:</b> Additional Schedule & Scope (October 2022 – April 30, 2023)	<b>\$ 54,000.00</b>	
<b>TASK 5.0 – Bid &amp; Award – Construction Services.</b> Projected Schedule (Sept. 08 – Dec. 06, 2022) Fee = 80 MHs x \$125 MH =	<b>\$ 10,000.00</b>	
<b>TASK 6.0 – Project Construction Phase Management.</b> Projected Schedule (Dec. 08, 2022 – Dec. 20, 2023*) = Fee = 34 MHs per month x 12 months = 408 MHs x \$125 =	<b>\$ 51,000.00</b>	
<b>TOTAL:</b>	<b>\$112,250.00</b>	
<b>AMENDMENT 1:</b>	<b>\$ 54,000.00</b>	
<b>REVISED TOTAL:</b>	<b>\$166,500.00</b>	

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

Sr. Project Manager	\$135.00 MH
Project Manager	\$130.00 MH
Project Controls - Estimator	\$160.00 MH
Scheduler	\$165.00 MH

**REIMBURSABLE COSTS (Budget)**

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

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

Proposed by:

**ASCENSION Program Management, LLC.**



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

Accepted by:  
**Walton County Board of Commissioners**

\_\_\_\_\_  
Signature

David Thompson – Chairman  
\_\_\_\_\_

\_\_\_\_\_  
Date

**Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services**

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**TERMS AND CONDITIONS**

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

**SCOPE OF SERVICES DOES NOT INCLUDE DESIGN SERVICES:**

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

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

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

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

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

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

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

**DELAYS:** APM is not responsible for delays caused by factors beyond APM's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of APM's services or work product promptly, or delays caused by faulty performance of the Owner or by contractors of any level. When such delays beyond APM's reasonable control occur, the Owner agrees APM is not responsible

**Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services**

July 05, 2022

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for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

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

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

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

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

**LIMITATION OF LIABILITY**

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

**PROMPT NOTICE**

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

**FURNISHED DATA**

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

**FORCE MAJEURE**

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

**DISPUTE RESOLUTION:** The parties agree to attempt to resolve any dispute without resort to litigation through the use of direct negotiations or mediation. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation

**Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services**

July 05, 2022

Page | 9

administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

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

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

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

**TERMINATION/CANCELLATION**

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

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

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

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





**PROFESSIONAL SERVICES AGREEMENT FOR  
WALNUT GROVE PARK**

**(FIRST AMENDMENT)**

**WHEREAS, Walton County, Georgia (“County”) and Lose & Associates, Inc. d/b/a Lose Design (“Consultant”) have entered into that certain Professional Services Agreement effective March 01, 2022, and incorporated herein by reference (“Agreement”); and**

**WHEREAS, the County and Consultant entered into the Agreement for developing a Walnut Grove Park Overall Master Plan and Order of Magnitude Cost Estimate along with a proposed Phase 1.**

**WHEREAS, pursuant to the Agreement, Section II the County reserved the right to order changes in the Work to be performed under the Agreement by altering or adding to the Work through a written Change Order (i.e., amendment) executed by the Parties and specifying the changes ordered and any necessary adjustment of compensation and completion time.**

**WHEREAS, information was presented to the Board of Commissioners for its consideration related to the terms and conditions of this First Amendment and the Board resolved to approve the terms and conditions of this First Amendment; and**

**WHEREAS, the County and the Consultant desire to amend the Agreement to add additional Work and to increase the Maximum Contract Price.**

**NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:**

- 1. Pursuant to Section II, the Parties agree to amend the Work by adding a new Exhibit E.1 containing Amendment Proposal #1, as attached, which new exhibit supplements the existing Exhibit E.**

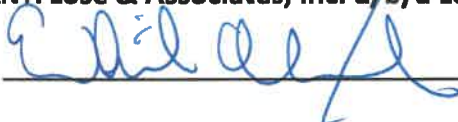
**REFER TO ATTACHED CONTENTS OF PROPOSED NEW EXHIBITS TO THIS AMENDMENT**

- 2. Pursuant to Section II, the Parties agree to amend Section III B, of the Agreement to increase the Maximum Contract Price by \$2,360,000.00 for all the additional work described within the attached Exhibits therefore increasing the overall Agreement to \$ 2,439,760.00. Refer to Exhibit E.1 containing Amendment Proposal #1 - Phase 1 Components, (\$2,360,000.00).**

- 3. Except as provided herein, all other terms and conditions in the Agreement shall remain in full force and effect.
- 4. This First Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
- 5. Each of the individuals executing this First Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.
- 6. The effective date of this First Amendment shall be the date the last Party hereto executes as indicated below.

**IN WITNESS WHEREOF**, the parties hereto have caused this Change Order to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

**CONSULTANT: Lose & Associates, Inc. d/b/a Lose Design**

Signature: 

**Attest/Witness:**

Signature: 

Print Name: Aaron St Pierre

Title: Associate Vice President

**COUNTY: WALTON COUNTY, GEORGIA**

\_\_\_\_\_  
By: David G. Thompson, Chairman

[COUNTY SEAL]

**Attest:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: County Clerk

**Approved as to form:**

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

**Exhibit E.1**  
**Amendment Proposal #1 – Phase 1 Components**



**AMENDEMENT PROPOSAL**

**EXHIBIT E.1**

Project Name:	Walnut Grove Park	Amendment Proposal:	01
	Construction Documents		
Lose Project #:	22010	Date:	07-05-2022

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**DESCRIPTION**

Adjustment of contract fee for the provision of professional design services for development of construction documents, permitting services, bidding assistance services and construction related services as described below.

**SCOPE OF SERVICES**

Walton County, GA wishes to implement Phase 1 development recommendations identified in the Walnut Grove Park Master Plan. The subject properties are located at 995 Hwy 81, Loganville, GA 30052 (PINs: WG010040, WG 010042, WG010043, WG010044, C0520069, C0520069A00, C0520068, WG010004). The project area will encompass approximately 95 acres of the 227 total available acres. We will coordinate with the client team early in the construction document process to verify master plan elements that fit within the designated budget for inclusion in the Phase 1 development package. The scope of the proposed development for Phase 1 is illustrated on Attachment "A" at the end of this document.

**PROJECT APPROACH**

**TASK 1- INITIATION AND PRE-DESIGN**

To initiate the project, Lose Design will meet with the client team to revisit the project scope, review the schedule, and establish key delivery dates. This meeting will provide the opportunity to identify known issues and concerns, to gain an overview of the County's resources and to discuss specific areas that may require special attention during the planning process.

Following the initial meeting, we will facilitate up to two focus group meetings with the client team to establish key programming requirements for the project. We propose that separate programming meetings for the recreation center and amphitheater be utilized to identify specific client needs for these specialized facilities. We will also use this period to submit a programming questionnaire to the client team to assist in design and

specification of desired materials, finishes, systems, equipment, controls, etc. to be utilized in the project.

Concurrent with the focus group meetings, design team staff will begin initial coordination with permit officials and gather background information on development codes.

During the pre-design process, we would also engage our skate facility design partners to facilitate a public input meeting with the local skating community. This meeting is intended to provide an engaging way to determine the skill level and desired features that will be included in the skate park design.

#### **TASK 2- SITE SURVEYING SERVICES**

Concurrent with the initiation and pre-design phase of our services, we will engage our survey team partners to begin collecting supplemental property data that will be required for design and permitting. Upon receipt of the survey data, design team members will visit the site to confirm the information and coordinate any additional survey data that may be required.

#### **TASK 3- JURISDICTIONAL WATERS DELINEATION SERVICES**

It is our understanding that there are likely jurisdictional waters within the project area that will require delineation services to determine the limits of applicable buffers in relationship to the project area. Our team environmental engineers will perform a field survey to document and delineate any water resources present on the site. All delineated water resources will be marked with flagging tape, which will then be collected by our surveyor team partner. We will provide a detailed report to the client team on our findings from the field survey.

#### **TASK 4- SCHEMATIC DESIGN SERVICES**

Upon completion of the tasks above, Lose Design team members will begin production of schematic design services. This preliminary design phase will evaluate the scope of work to be accomplished in relation to the budget. Plans for the buildings, site work, utilities, and other systems will be developed to a schematic level. During this process, we will continue to coordinate with and plan to meet with permitting staff to listen to their early suggestions on the plans. We will note desired geotechnical boring locations and coordinate with our team partners to provide geotechnical

reports as necessary to help develop early structural considerations. Along with the schematic plans, we will develop a preliminary opinion of probable cost for the project. As the plans are completed, we will hold a review meeting with your team. We will note discussions during this meeting and submit them to the client team for review and confirmation.

#### **TASK 5- LOW VOLTAGE SYSTEMS AND AUDIO/VISUAL SYSTEMS**

Following presentation of the Schematic Design phase, we will use our plans to facilitate two separate programming meetings with the client team to establish the scope of design services for low voltage systems and audio/visual systems for the project. It is our understanding that our current scope of services includes coordination and provision for low voltage system infrastructure (conduits, junction boxes, etc.). It is also our understanding that the County will solicit services from a third party for design and specification of low voltage system equipment and wiring.

Following these programming meetings, we will engage an A/V Systems engineer to develop a scope and fee for professional design services. This will be an additional service to our contract. Please note that the fees listed for this task on the following pages includes only the programming meetings and design of low voltage systems infrastructure.

#### **TASK 6- GEOTECHNICAL TESTING AND REPORT**

Upon completion of the Schematic Design phase and receipt of client comments, we will note desired geotechnical boring locations and coordinate with our team partners to provide geotechnical reports as necessary to help develop early structural considerations. We propose to include up to fifty boring locations at an approximate testing depth of fifteen feet (750 feet of total testing).

During later stages of plan development, we will determine if infiltration basins are required for our stormwater management design. If such facilities are required, we will negotiate an additional fee as part of this task to perform infiltration testing and a corresponding report of our team's findings.

#### **TASK 7- DESIGN DEVELOPMENT SERVICES**

Following the input from the schematic design meeting, team architects will continue on building designs and begin to employ the services of our

mechanical, plumbing, electrical, and structural engineering partners as needed. We will also engage the services of our team members audio/visual and low voltage systems. Team civil engineers and landscape architects will continue site work, including utility, grading and stormwater designs and coordination with permitting and regulatory officials. Team landscape architects will continue developing other site plan features. Design team members will also develop a draft outline of planned project specifications.

As this draws to a close, a 75% complete design development documents review meeting will be held, and the design team will present the plans and revised supporting opinions of probable cost. The new cost numbers will be compared to the overall project budget to determine if any modification to the project program is needed. If opinions of probable cost exceed budget funding, your team will be asked to identify elements for later phasing consideration. Again, we will document our discussions and submit them to the client team for review and confirmation.

At the completion of the design development phase of services, we will submit a preliminary grading and erosion control package to the Georgia Soil and Water Conservation Commission (GWSCC) for preliminary approval to submit for a GAR100001 permit. Due to the size of the intended Phase 1 development area, this intermittent review and approval process is required for sites that exceed 50 acres of disturbance. It is anticipated that this process will take up to 35 days to be reviewed and approved.

#### **TASK 8- CONSTRUCTION DOCUMENT SERVICES**

Following the receipt of the design development review comments, recommended changes will be made, and preparation of the 95% construction documents/permit submittal documents will begin. We will continue coordination with requisite permitting agencies to verify permit submittal packages will meet anticipated requirements. We will also prepare drafts of technical specifications, which we will present to your team at a 95% review meeting, along with the updated plans and opinion of probable costs. Again, we will document our discussions and submit them to the client team for review and confirmation. Once final comments are received, Lose Design team members will incorporate any final revisions and prepare the plans for incorporation into an initial permit application package.

**TASK 9- PERMITTING SERVICES**

Upon completion of the final revisions, Lose Design team members will assemble and coordinate permit application packages to be submitted to Walton County Planning and Development, Walton County Fire Department, Walton County Water Department, and GWSCC for review. Comments received from permit officials will be forwarded to your team along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and will be resubmitted to the codes officials for approval. Upon receipt of approved plans from codes officials, the project will be ready for bidding. We will update our opinions of probable cost to reflect the changes that occurred.

Because the project is not currently planned to have an On-Site Sewage Management System (septic system), we do not intend to design nor permit such system(s) for this project.

**TASK 10- STATE OF GEORGIA AND USACE PERMITTING RELATED TO WATERS OF THE STATE AND USA.**

Upon receipt of the jurisdictional waters delineation report, we will determine if the project requires permits from State of Georgia Agencies and/or the US Army Corps of Engineers for any unavoidable impacts to streams and wetlands. If permits are required, the Lose Design team will prepare an additional scope and fee for related work.

**TASK 11- BID ASSISTANCE SERVICES**

Bid drawings, along with a bid specification manual, will be prepared for the project. In preparing the bid documents, Lose will work in conjunction with the County to prepare the form of agreement between owner and contractor to be included in the bid package. We will investigate potential alternate bid items and coordinate those with your team for inclusion in the bid. We will update our opinions of probable cost to reflect the changes that occurred during permitting for comparison when bids are opened. During the bid process, we will distribute bid documents and attend and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications and addenda as necessary. We will assist your team in analyzing contractor bids and in the contract award.



## **TASK 12- CONSTRUCTION ADMINISTRATION SERVICES**

During construction we will meet twice each month with your team and the contractor on site to discuss construction progress and to observe site conditions and clarify matters for the contractor. Some of these meetings will be attended by various staff, depending on the progress of construction and items needing review. We will attend regular Owner-Architect-Contractor progress meetings and will prepare minutes of the meeting's discussions and findings. At key periods of construction, various team members responsible for specific portions of the project design will attend meetings as necessary to their trade. Each month, we will review and approve the contractor's applications for payment. As they are submitted, we will review shop drawings, material submittals, requests for information, change order requests (both from owner and contractor), etc. As the project draws to a close we will perform construction closeout review and coordinate with the contractor to collect contractor's occupancy certificates, warranties, as-built information, O&M manuals, lien releases, etc.

We assume a construction administration services period of up to twenty-four (24) months for Substantial Completion and an additional one (1) month to Final Completion, following the County's issuance of a Notice to Proceed to the Contractor.

### **ADDITIONAL SERVICES**

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Professional rendering services and 3D modeling/imagery;
- Additional site visits or meetings;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of progress documents and final construction documents by the Client;
- Other items requested by the Client not included elsewhere in this agreement;
- Additional Construction Administration Services beyond the specified period of construction.

**EXCLUSIONS**

The following services are hereby excluded from the Scope of Services:

- Fees associated with the development including, but not limited to, permit review, impact fees, inspection fees, etc.;
- Professional Services other than those listed in the above Scope of Services;
- Testing Services, including hazardous materials;
- Detailed Cost Estimating Services;
- Detailed Construction Inspections other than those listed in the Scope of Services;
- Special Inspections and Material Testing Services;
- As-constructed Record Drawings;
- Hazardous materials testing or permitting related to their abatement.

## PROJECT FEES

We propose to provide the scope of services described herein on for a Lump Sum of \$2,360,000.00, broken up as follows:

- **TASKS 1, 4, 7, 8, 9, 11, and 12: CORE SERVICES**

We will charge a lump sum fee of \$2,194,500.00, to be charged monthly as a percentage of completion.

- **TASK 2: SITE SURVEYING SERVICES**

We will provide these services for an increase to our current contract for a lump sum fee of \$116,750.00, to be charged monthly as a percentage of completion.

- **TASK 3: JURISDICTIONAL WATERS DELINEATION SERVICES**

We provide these services for a lump sum fee of \$7,250.00, to be charged monthly as a percentage of completion.

- **TASK 5: LOW VOLTAGE SYSTEMS AND AUDIO/VIDEO SYSTEMS**

Following the proposed programming meetings, we will provide these services towards an allowance of \$41,500.00, to be charged monthly as a percentage of completion.

- **TASK 6: GEOTECHNICAL TESTING AND REPORT**

We will provide these services for the allowance currently provided in our existing contract and will be charged monthly as a percentage of completion.

- **TASK 9: STATE OF GEORGIA AND/OR US WATERS PERMITTING**

At this time, we cannot confirm that the project will not require services related to permitting of impacts to State of GA and/or US waters. In the event that these services are required, we will coordinate with the Client to negotiate a fee for these services.

*Continued on the following page...*



- **ADDITIONAL SERVICES**

Any requested additional services and reimbursable expenses associated with those additional services will be charged per the following rate schedule (See Exhibit A).



**EXHIBIT "A"**

**HOURLY RATE SCHEDULE FOR ADDITIONAL SERVICES**

**Professional Services Hourly Rate**

Principal .....	\$255.00
Vice President .....	\$220.00
Division Director .....	\$195.00
Sr. Landscape Architect, Sr. Project Manager, Sr. Engineer, Sr. Planner .....	\$165.00
Landscape Architect, Architect, Engineer, Project Manager, Planner .....	\$140.00
Senior Proposal Coordinator, Engineer in Training, Interior Designer .....	\$125.00
Land Planner, Intern Architect, BIM Specialist, GIS Specialist, Graphic Designer, Marketing Content Manager .....	\$105.00
Technician .....	\$90.00
Proposal Coordinator, Administrative Assistant.....	\$85.00

**Reimbursable Expenses for Additional Services**

Consultant's Services	cost +10%
Prints	cost +10%
Postage and Shipping	cost +10%
Mileage and Travel Expenses	cost +10%
Copies	cost +10%

January 1, 2022

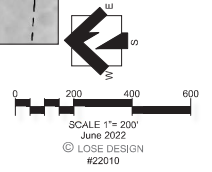
NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2023, at which time they may be adjusted by the Design Professional.



- LEGEND:**
- SITE AMENITIES:**
- 1 ENTRANCE
  - 2 HALF-COURT BASKETBALL COURTS
  - 3 SAND VOLLEYBALL COURTS
  - 4 SKATE PARK
  - 5 PAVILION / RESTROOM BUILDING
  - 6 COMMUNITY CENTER
  - 7 SENIOR CENTER W/ GARDEN
  - 8 SPLASH PARK
  - 9 DOG PARK
  - 10 CONCESSIONS/ RESTROOM BUILDING
  - 11 PLAYGROUND
  - 12 SMALL PAVILION
  - 13 BATTING CAGES
  - 14 RESTROOM BUILDING
  - 15 AMPHITHEATER
  - 16 LARGE PAVILION
  - 17 MEDIUM PAVILION
  - 18 MAINTENANCE FACILITY
  - 19 TENNIS COURTS
  - 20 PICKLEBALL COURTS
  - 21 RESTROOM/ SPORT SHOP BUILDING
  - 22 GRAND STANDS / SCORING BUILDING
  - 23 SOCCER PRACTICE FIELDS
- PARKING:**
- A SOFTBALL COMPLEX: 300
  - B AMPHITHEATER/ OPEN LAWN: 230
  - C COURT COMPLEX: 250
  - D YOUTH ACTIVITY AREA: 60
  - E COMMUNITY CENTER: 250
  - F SOCCER COMPLEX: 480
  - G SOCCER OVERFLOW: 80
  - H DOG PARK: 80
  - I DOG PARK: 40
- TRAIL LOOP:**
- .....



MASTER PLAN - PHASE 1  
WALNUT GROVE, GA



**WALTON COUNTY BOARD OF COMMISSIONERS****AGENDA ITEM SUMMARY**

MEETING DATE: July 12<sup>th</sup>, 2022

SUBJECT: Enterprise Vehicle Replacement

RECEIVED FROM: John Ward, County Manager

New Business     Old Business

**ADMINISTRATIVE COMMENTS:**

The attached 40 vehicles have been identified by Enterprise and Staff as qualifying for our new vehicle replacement program, which was previously approved. This list of vehicles is in addition to the vehicles funded by SPLOST in the newly adopted budget.

**ADMINISTRATIVE RECOMMENDATION:**

County Manager seeks approval to move forward with the initial phase of vehicle replacement as outlined in the attached document. **Cost = \$443,816 for initial year lease payments + \$44,382 for additional up fit items (safety lights, tool boxes, lift gate, etc.) for a total request of \$488,198.**

Enterprise Leasing – Vehicles FY23

Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**
2023	Ford	Escape PHEV 4x2	4x2 PHEV SE	1	48	15000	\$784.23	
2023	Ford	Expedition XL 4x2	XL 4x2	1	60	15000	\$1,110.51	
2023	Ford	Expedition Max XLT 4x4	XLT 4x4	1	60	15000	\$1,289.73	
2023	Chevy	Traverse LS 1 LS	23 allocation and build out *****		48	15000	\$660.20	
2023	Ford	Explorer Base 4x2	4x2	3	60	15000	\$740.96	
2023	Ford	Escape AWD	s model AWD FACILITIES	2	60	15000	\$645.03	
2023	Ford	Transit 150 cargo	white exterior cargo FIRE Department WHITE	1	60	15000	\$985.40	
2023	Ford	Ranger 4x2 xl Scab	Ranger 4x2 xl Water Authority White	1	60	15000	\$592.00	
2023	Ford	Ranger 4x2 xl Crew Cab	Ranger 4x2 xl Crew Water Authority White	1	60	15000	\$663.62	
2023	Ford	F150 crew 4x2	Supercrew 4x2 Water AUTHORITY WHITE	3	60	15000	\$883.52	
2023	Ford	F150	Supercrew 4x4 WATER AUTHORITY WHITE	3	60	15000	\$996.32	
2023	Ford	E Transit 350 cargo	ELECTRIC Parks n Rec	1	60	15000	\$1,239.00	
2023	Ford	Transit 150 cargo	T 150 cargo with cabinet CORONER	1	60	15000	\$1,009.38	
2023	Ford	F150	Supercrew 4x2 CORONER	2	60	15000	\$936.58	
2023	Ford	F150 Crew 4x4	Supercrew 4x4 EMS	1	60	15000	\$1,006.76	



Enterprise Leasing – Vehicles FY23

2023	Ford	F150	Supercrew 4x4 FIRE DEPARTMENT RED	4	60	15000	\$1,230.06	
2023	Ford	Escape 4x2	Front wheel drive	2	60	15000	\$615.51	
2023	Ford	F150	Supercrew 4x2 DISREGARD		48	15000	\$886.20	
2023	Ford	F250 4x4 crew	xl trailer tow reg wb white w/amber RECYCLING/Parks n Rec	2	60	15000	\$985.10	
2023	Ford	F150	Reg Cab 4x4 xl 6' bed	1	60	15000	\$835.71	
2023	Ford	F150	Supercab 4x4 lwb EMS	1	60	15000	\$971.34	
2023	Ford	F150 crew 5' bed	Lightning Pro AWD Crew	3	60	15000	\$911.29	
2023	Ford	F350 crew 4x2	crew 4x2	2	60	15000	\$977.90	
2023	Ford	F250 reg cab	reg cab 4x2 pickup box delete ANIMAL CONTROL	2	60	15000	\$844.46	
2023	Ford	F150	Supercab 4x4 lwb PUB WKS	1	60	15000	\$971.34	

<b>Lease Cost Year 1</b>	<b>\$443,816.28</b>
<b>Maint Cost Year 1</b>	<b>\$0.00</b>
<b>Total Year 1 Cost</b>	<b>\$443,816.28</b>
<b>Total Annual One Time Aftermarket Cost</b>	<b>\$0.00</b>

July 7<sup>th</sup>, 2022

William Paul Jones, Jr  
2961 Old Hwy 138  
Monroe, LA 70655  
404-909-5474  
770-267-0960

My bid on 103.455 acres on Anglin Road,  
tracts 1 and 2 for lease until 12-31-2023  
is \$ 5,000.00

Thank you,  
Wm Paul Jones Jr.



BRIAN P. KEMP  
GOVERNOR



CANDICE L. BROCE  
DIRECTOR

July 7, 2022

Walton County Board of Commissioners  
Attention: Rhonda Hawk

RE: Re-appointment of DFCS Board Member

To Whom It May Concern:

This letter is being submitted to formally request the reappointment of Dr. Juanasha Watkins. Dr. Watkins serves as the Student Services Director for the City of Social Circle School System. Dr. Watkins has served on the DFCS Board since June 1, 2017.

The request would be for Dr. Watkins to be appointed to the Board for another 5-year term.

Thank you for your attention to this matter.

Sincerely,

Kimberly B. Lafreniere  
Interim County Director for Walton County DFCS  
[Kimberly.lafreniere@dhs.ga.gov](mailto:Kimberly.lafreniere@dhs.ga.gov)

BRIAN P. KEMP  
GOVERNOR



CANDICE L. BROCE  
DIRECTOR

July 7, 2022

Walton County Board of Commissioners  
Attention: Rhonda Hawk

RE: Re-appointment of DFCS Board Member

To Whom It May Concern:

This letter is being submitted to formally request the reappointment of Michelle Camp. Ms. Camp is a local Realtor and Walton County resident. Ms. Camp has served on the DFCS Board since June 1, 2017. The request would be for Ms. Camp to be appointed to the Board for another 5-year term.

Thank you for your attention to this matter.

Sincerely,

Kimberly B. Lafreniere  
Interim County Director for Walton County DFCS  
[Kimberly.lafreniere@dhs.ga.gov](mailto:Kimberly.lafreniere@dhs.ga.gov)