



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, September 13, 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. **PROCLAMATIONS**
  - 4.1. National Constitution Week
5. **PLANNING COMMISSION RECOMMENDATIONS**
  - 5.1. Approval of Z22070003 with conditions - Rezone 17.223 from M1 to B3 for a VFW Meeting Hall - Applicant: Walton Co Veteran's Assoc./Owner: Development Authority of Walton Co, - Property located at 1700 Snows Mill Rd. Map/Parcel C165/002 - District 6  
  
*Recommended Conditions: 1) Outside lighting to be downward facing, 2) 200ft. buffer to remain on right side of driveway, 3) all outside activities to end by 11:00 p.m.*
  - 5.2. Approval of OA22060012 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 06/03/2022
6. **PLANNING & DEVELOPMENT**
  - 6.1. Alteration to Zoning - AZ22080009 - Request to change zoning conditions - Applicant/Owner: Jason Atha - Property located at Hwy. 11/Mahlon Smith Rd. - Map/Parcel C1400090 - District 4
  - 6.2. Acceptance of Land Donation - Willet

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

- [7.1.](#) Approval of August 2, 2022 Meeting Minutes
- [7.2.](#) Approval of September 6, 2022 Meeting Minutes
- [7.3.](#) Contracts & Budgeted Purchases of \$5000 or Greater
- [7.4.](#) Declaration of Surplus Property
- [7.5.](#) Ratification of Actions taken by WCWSA
- [7.6.](#) Acceptance of Grant - ACCG Health Promotion & Wellbeing Grant
- [7.7.](#) Clinical Services Agreement - UGA School of Pharmacy - Employee Flu Shots
- [7.8.](#) Contribution Agreement - Ga. Association of Conservation Districts
- [7.9.](#) Engagement Agreement - Gilbert, Harrell, Sumerford & Martin - ARPA Funding

**8. RESOLUTIONS**

- [8.1.](#) FY23 Budget Amendments

**9. WALTON CO. WATER & SEWERAGE AUTHORITY**

- [9.1.](#) Resolution - Approving the issuance by WCWSA of Revenue Bonds - HLC Reservoir Water Treatment Facility Series 2022, authorizing and approving an intergovernmental contract between the Co. and the WCWSA and authorizing and approving other related matters
- [9.2.](#) Approval of Prepayment - All or portion of outstanding principal of WCWSA and Sewerage Revenue Bonds Series 2013

**10. HUMAN RESOURCES**

- [10.1.](#) UGA - Funding - Family and Consumer Science Position

**11. CONTRACTS**

- [11.1.](#) Amendment to Guthrie Road Tower Lease

**12. ACCEPTANCE OF BIDS/PROPOSALS**

- [12.1.](#) Mulching and Brush Clearing - Hard Labor Creek
- [12.2.](#) Proposal - Flock Safety - License plate recognition cameras/software

**13. APPOINTMENTS**

**13.1.** Walton County Hospital Board Re-appointments and New Appointment

**14. DISCUSSION**

**15. ANNOUNCEMENTS**

**16. EXECUTIVE SESSION**

**17. ADJOURNMENT**

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

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

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

For more information, please contact Rhonda Hawk.

## Proclamation for Constitution Week

**WHEREAS:** September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention, and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I,** David Thompson by virtue of the authority vested in me as Commissioner of the State of Georgia of the County of Walton do hereby proclaim the week of September through 23 as

### Constitution Week

**AND** ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the County to be affixed this 13th day of September in the year of our Lord, two thousand twenty-two.

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

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



# Planning and Development Department Case Information

Case Number: Z22070003

Meeting Dates: Planning Commission 08-04-2022  
 Board of Commissioners 09-13-2022

Current Zoning: M1

Request: Rezone to B3 for a VFW Meeting Hall

Address: 1700 Snows Mill Road

Map Number: C165/002

Site Area: 17.223 acres

Character Area: Employment Center

District 6: Commissioner – Kirklyn Dixon Planning Commission – Timothy J Kemp

Applicant:  
 Walton County Veterans Association  
 420 Laura Drive  
 Monroe, Georgia 30655

Owner:  
 Development Authority of Walton County  
 132 East Spring Street  
 Monroe, Georgia 30655



Existing Site Conditions: This 17.223 acre property was subdivided from a 72 acre tract owned by the Development Authority of Walton County. The 17.223 acres is being requested to be rezoned to B3. The majority of the property is in the floodplain which makes it unsuitable for large industrial development.

The surrounding properties are zoned as follows:

North (City of Monroe) – M028003A00 42.6 acres – Development Authority of Walton Co.

South – A1 zoning - N165A001 – 5.39 acres – Ryan & Rachel Turgeon

South – A1 zoning – N165A002 – 2.20 acres – Thomas & Martha Harlan

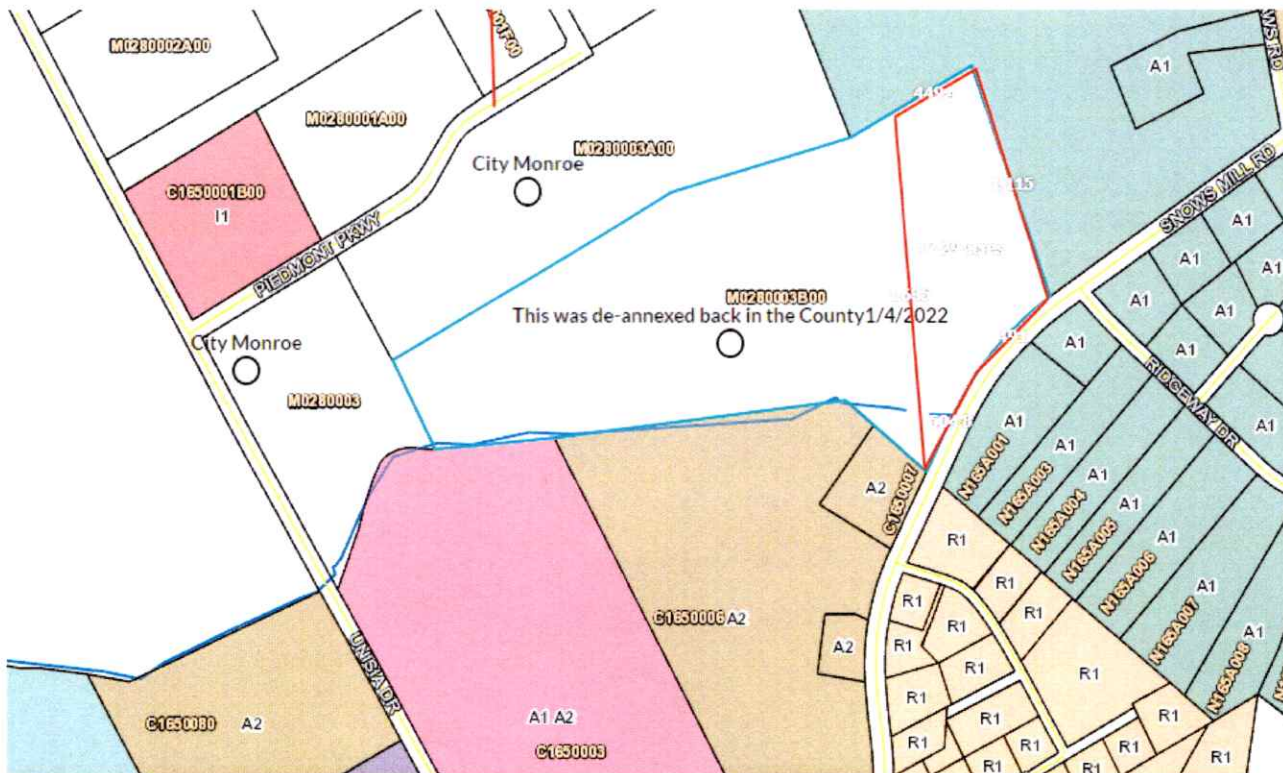
East – A1 zoning – C1650008 – 98.71 acres – Ray A Nash Trust (Todd & Mark Nash)

West – A2 zoning – C1650007 – 3.36 acres – Timothy & Pamela Arnold

West – A2 zoning – C1650006 – 53.5 acres – Kay Little Hannah, James Keith Little & Kenneth Little

West – A/A2 zoning – C1650003 – 70.66 acres – Merely Adams

West – City of Monroe – M0280003 – 17.5 acres – Duro Hilex Poly LLC



## **Staff Comments/Concerns:**

History: No History

## **Comments and Recommendations from various Agencies:**

Public Works: No comment received

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

Water Authority: This is in the City of Monroe service area for water therefore we have no comments.

City of Monroe: No comment received

Fire Department: No issues with this request.

Fire Code Specialist: No comment received

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

Development Inspector: No comment received.

DOT Comments: Will not require DOT coordination.

**PC ACTION 8/4/2022:**

1. **Rezone – Z22070003 – Rezone 17.223 acres from M1 to B3 for a VFW Meeting Hall - Applicant: Walton Co Veterans Assoc/Owner: Development Authority of Walton Co - Property located on 1700 Snows Mill Rd-Map/Parcel C165/002 – District 6.**

**Presentation:** Andrea Gray, Attorney for the VFW – Walton County Veteran’s Association. Ms. Gray handed the Planning Commission a packet about the Rezone. She stated that the second page shows the history of the property. The 17.223 acres were divided out of a 72-acre parcel. This property is owned by the Development Authority of Walton County. This property was formerly part of the Walton County Industrial Park but was not large enough for an industry due to half of the property being in a flood plain. This property was in the City of Monroe but was de-annexed to the County in June 2022. The property currently has no zoning designation which is one reason they are going before the Board. The zoning page and subdivision plat page shows a zoning of M1 but the land is not suitable for industrial use. The VFW intends to build a 5,000 square foot building with additional patio, barbeque shed and parking. There will be a 40 ft. undisturbed buffer along adjacent properties. They would like to request that the 17.223 acres be zoned to B3 for a VFW meeting hall.

Timothy Kemp asked about how many events and Ms. Gray stated that she was not sure but she did know that they had monthly meetings.

**Speaking:** Rachel Turgeon spoke and stated that she lives across the street from the proposed VFW and she does not want this in the neighborhood. She presented a Petition with 29 signatures against the rezone. Ms. Turgeon stated that she has the upmost respect for Veterans. Her concerns are what this will do the property values of the homes, the noise of construction, noise of events and the lights in the parking lot.

Gary Daut spoke and stated that he was going down Highway 53 in Athens/Clarke County and Bogart and there were signs all over that said “Please don’t Gwinnett our County”. He stated that the infrastructure is not suitable for this type of purpose. Mr. Daut stated that there is already a problem with the traffic with three subdivisions in the area and this will add to the traffic. He stated that at Unisia there is only one stop sign, which is an issue. He is a retired Veteran and he knows that they serve alcoholic beverages and they do bingo a few times a week and the VFW is not an appropriate thing for this area. He also stated that there is a blind curve there and there has already been one death on Jacks Creek.

Andrea Gray came back for rebuttal and stated that she is sensitive to the concerns. She stated that this use is less than what could have been put there. If an industrial



park was there, then there would be fumes and the VFW would not be a 24-hour operation like an industry. She stated that there is a 200 foot wooded buffer from Snows Mill Road. The only additional traffic would be for the Veterans driving their own vehicles and there would not be any significant noise. As far, as lights that it would be the normal lights that are used in a parking lot and not the ones that are used in an industrial park.

Tim Hinton confirmed that the properties that are owned by the Development Authority are for commercial use and Ms. Gray stated that was correct. Mr. Hinton also asked about lighting and would Ms. Gray's client be okay with downward face lighting. She believes that the down lighting is standard but not sure if it is more expensive or not. Timothy Kemp asked about what time the events end and Ms. Gray stated that right now they meet at a building close to the Historic Courthouse and as far as she knows there has been no issue. Ms. Gray also stated that there is a 200 ft. wooded buffer on the front of the land and Mr. Kemp stated that there is flood plain to the left and asked would it be a problem for it to stay there. Josh Ferguson mentioned that there is a detention pond within the 200 ft. on one side of the driveway.

**Recommendation:** Timothy Kemp made a motion to recommend approval with the following conditions:

1. Lighting to be downward
  2. 200 ft. buffer to remain on right side of driveway (as shown on site plan)
  3. All outside activities to end by 11:00 p.m.
- with a second by Wesley Sisk. The motion carried unanimously.

Rezoning  
~~Conditional Use~~ Application # 222070003

Planning Comm. Meeting Date 8-4-2022 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2<sup>nd</sup> Floor)**  
Board of Comm Meeting Date 9-6-2022 at 6:00PM held at **WC Historical Court House**  
**You or a representative must be present at both meetings**

\*\*\*Please Type or Print Legibly\*\*\*

C1650/002  
Map/Parcel TBD - Formerly M0280-00360-0/18473

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Walter County Veterans Assoc</u>	<u>Development Authority of Walter Co.</u>
<u>420 Laura Drive</u>	<u>132 E. Spring Street</u>
<u>Monroe, GA 30655</u>	<u>Monroe, GA 30655</u>
E-mail: <u>andrea@andrepgray.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>770-235-1083</u>	Phone # <u>678-634-6276</u>
Location <u>1700 Snows mill road</u>	Present Zoning <u>M1</u> Acreage <u>17.223</u>
Existing Use of Property: <u>vacant</u>	
Existing Structures: <u>none</u>	
Property is serviced by:	
Public Water: <input checked="" type="checkbox"/>	Provider: <u>City of Monroe</u> Well: _____
Public Sewer: <u>No</u>	Provider: _____ Septic Tank: _____
The purpose of this <del>conditional use</del> <sup>zoning</sup> is: <u>The VFW seeks to build a new meeting facility for its members, and requests a B3 zoning.</u>	
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.	
Signature <u>[Signature]</u>	Date <u>6/30/22</u> \$ <u>/</u> Fee Paid <u>/</u>

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

**Office Use Only:**

Existing Zoning M1 Surrounding Zoning: North City of Monroe South A1  
East A1 West A1/A2  
Comprehensive Land Use: Employment Center City of Monroe

Commission District: 6-Dixon Watershed: /

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

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

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

1. Existing uses and zoning of nearby property;  
Applicant's proposal is consistent with the existing surrounding uses and zoning. The Property was subdivided from a 72-acre tract owned by the Development Authority of Walton County and de-annexed from the City of Monroe on June 14, 2022. It was zoned for industrial use by the City and remains adjacent to property zoned for such. It is also adjacent to property zoned A1 and A2. The proposed use as a VFW meeting facility will not unduly impact the adjacent properties.
  
2. The extent to which property values are diminished by the particular zoning restrictions;  
The property is currently not zoned within the County which renders it undevelopable. Inability to use the property for any use renders the property without value.
  
3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;  
The health, safety, morals and general welfare of the public will benefit from the VFW meeting hall given the low impact of the use and its purpose to serve local veterans.
  
4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;  
There is no public gain if the property is left unzoned yet there is a substantial hardship to the property owner from not being able to develop the property for any use. The proposed B3 zoning and proposed use as a VFW meeting hall will have fewer impacts on the public as compared to the

previous designation as industrial.

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

The property is suitable for the proposed B3 zoning and is large enough to accommodate the meeting hall and avoid disturbances to the large floodplain area. The property also allows for ample parking and a 40-foot undisturbed buffer from the property to the east.

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

The property is not developed in part due to the fact that the substantial floodplain area will not accommodate the industrial uses for which it was previously zoned when within the City of Monroe. The VFW meeting hall is a much better fit for the property and will benefit the community.

**AGENT AUTHORIZATION**

Date: 7-1-22 Tax Map and Parcel Number(s): TBD, formerly M0280-003B0-0/18473

PROPERTY ADDRESS: 17.223 acres on Snows Mill Road  
Monroe, Georgia

PROPERTY OWNER: The Development Authority of Walton County  
132 E Spring Street  
Monroe, Georgia 30655

APPLICANT: Walton County Veterans Association, Inc.  
420 Laura Drive  
Monroe, Georgia 30655

ATTORNEY/AGENT: Andrea P. Gray, LLC  
300 E Church Street  
Monroe, GA 30655  
(678) 364-2384

ACTION: Zone recently de-annexed property to B3 to allow for a VFW meeting hall.

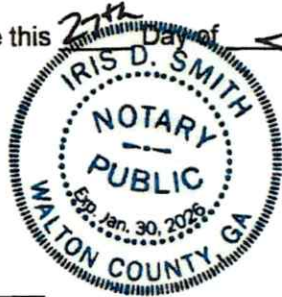
The undersigned states under oath that it is the owner of the property and hereby authorizes Applicant through its Attorney/Agent to submit, execute and prepare any and all documents relating to or speak on its behalf regarding the request for a zoning with conditional use of the property referenced herein.

**THE DEVELOPMENT AUTHORITY OF WALTON COUNTY**

[Signature]  
BY: [Signature]

Sworn to and subscribed before me this 27<sup>th</sup> Day of June 2022

[Signature]  
NOTARY PUBLIC



**ATTORNEY/AGENT**

[Signature]  
BY:

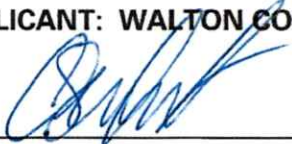
Sworn to and subscribed before me this 1 Day of July 2022

[Signature]  
NOTARY PUBLIC



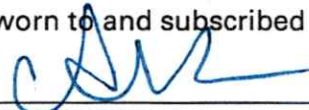
NOTARY PUBLIC

**APPLICANT: WALTON COUNTY VETERANS ASSOCIATION**

  
\_\_\_\_\_

BY:

Sworn to and subscribed before me this 29<sup>th</sup> Day of June 2022

  
\_\_\_\_\_

NOTARY PUBLIC





**Andrea P. Gray** LLC

Attorney at Law

July 1, 2022

Ms. Charna Parker  
 Director  
 Walton County Planning and Development  
 303 S Hammond Drive  
 Suite 98  
 Monroe, GA 30655

Re: 1700 Snows Mill Road  
 Request to zone 17.223 acres to B3

Dear Ms. Parker:

The Walton County Veterans Association (“Applicant”) is a non-profit organization that serves the veterans in Walton County. Applicant currently owns a meeting facility at 204 S Midland Avenue, Monroe GA but desires to expand its meeting space capacity and to sell its existing building to Walton County. In coordination with the Development Authority of Walton County, it identified 17.223 acres which were part of the Authority’s industrial park (the “Property”). The majority of the Property is floodplain which makes it unsuitable for large industrial development but it will adequately accommodate the Applicant’s proposed meeting facility.

Applicant requests that the Property be zoned B3 which will accommodate its civic/social club meeting space. The Property is currently not zoned because it was de-annexed from the City of Monroe on June 14, 2022. Prior to being de-annexed, the property was zoned for industrial use (M1). The B3 designation fits within the transitional nature of the area with industrial property abutting its western border and agricultural property bordering its eastern border.

The VFW meeting facility will be approximately 5,000 square feet with an additional patio and cooking shed. Ample parking will be included as required under the Walton County Development Ordinance. There will be a 40-foot undisturbed buffer on the eastern border and nearly 10-acres of floodplain separating the meeting hall from the industrial property to the west. The meeting facility will be more than 200 feet back from Snows Mill Road. Daily traffic would be minimally impacted with the only potential high volume of traffic occurring when large events are held.



300 E Church Street, Monroe, GA 30655  
 (678) 364-2384 [www.andreapgray.com](http://www.andreapgray.com)

Applicant respectfully requests that the 17.223-acres at 1700 Snows Mill Road be zoned to B3 to allow for a VFW meeting hall consistent with the plans included herewith. Please let me know if you have any questions.

Sincerely,



Andrea Gray  
Applicant's Representative

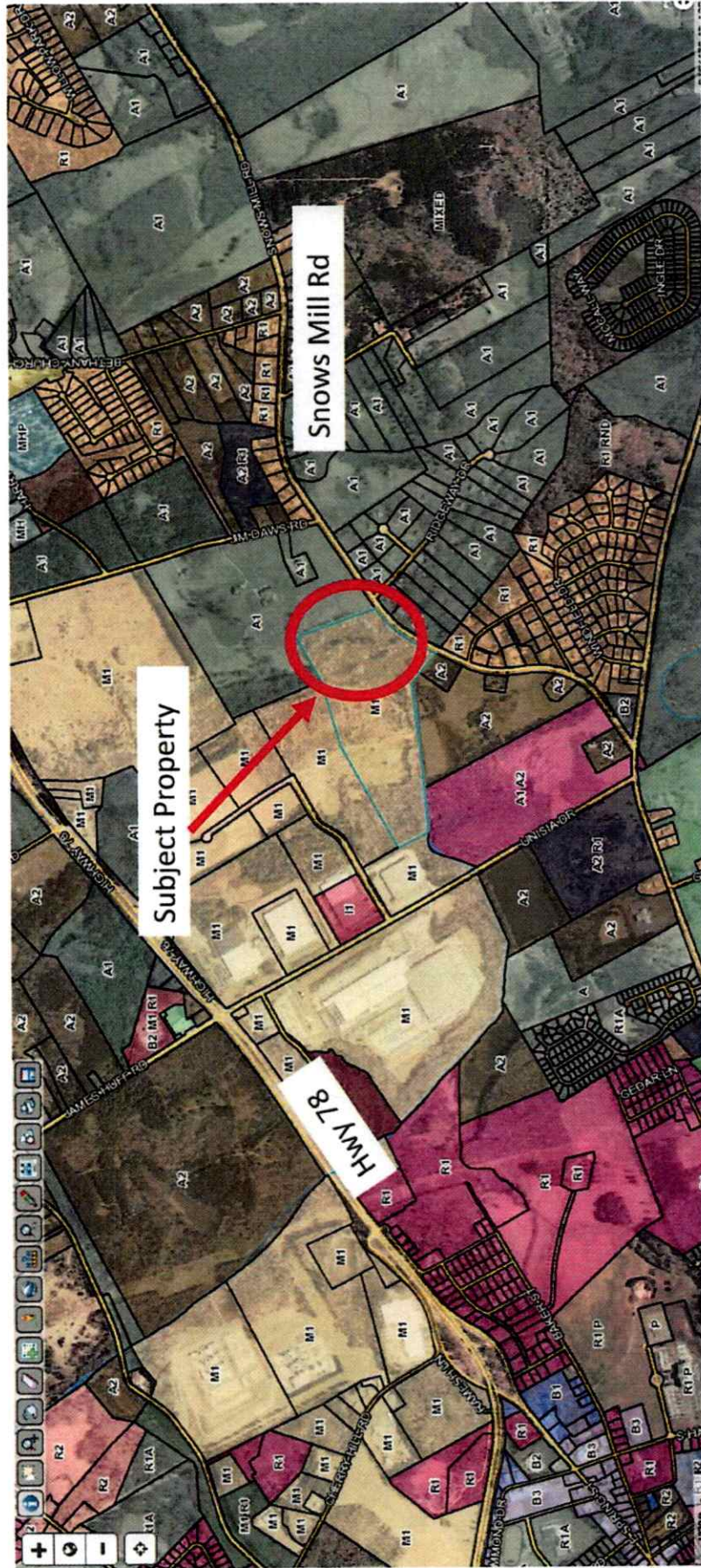


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(678) 364-2384 [www.andreapgray.com](http://www.andreapgray.com)

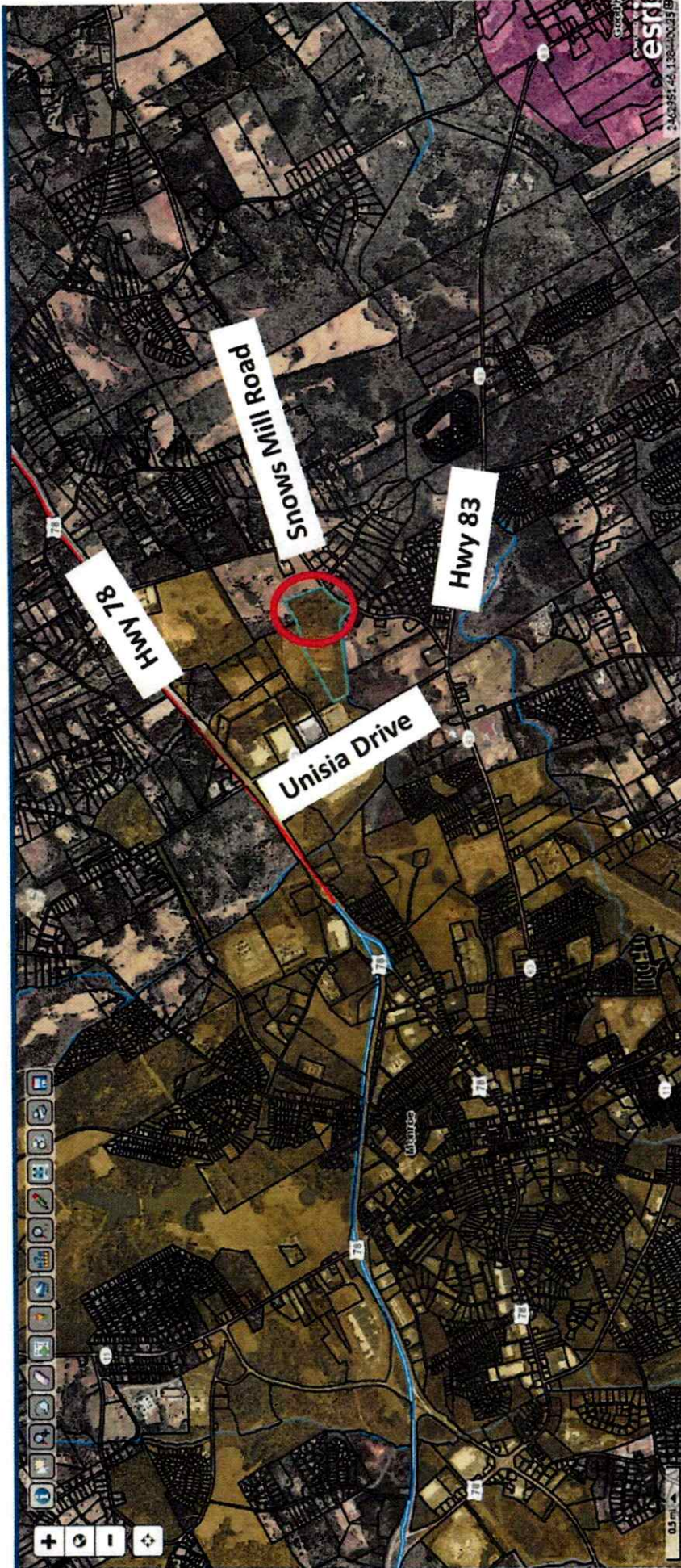




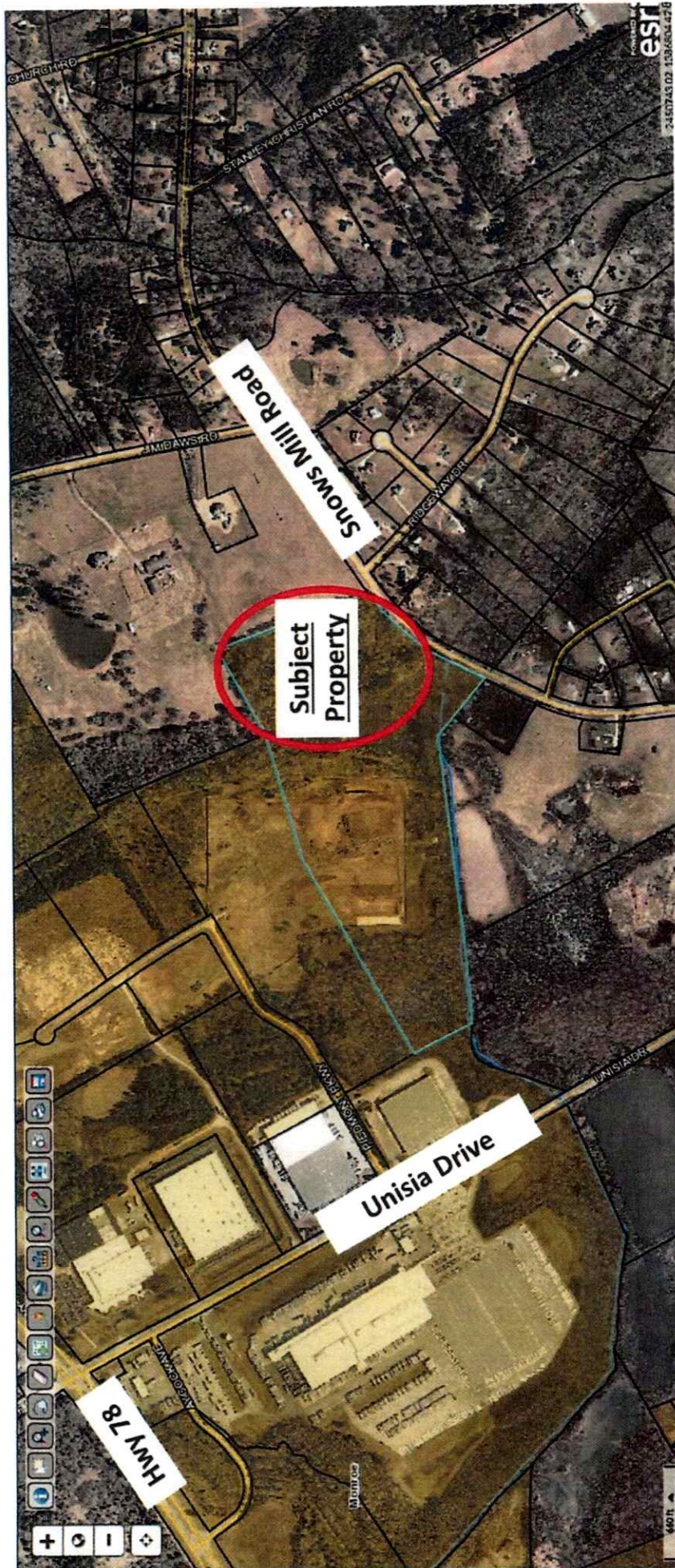
# Zoning Map



# Location



# Subject Property- 17.223 acres



Presented By Andrea Gray to Planning Commission  
8/4/2022

Request to Zone  
17.223 acres on Snows Mill Road  
to B3 for VFW Meeting Hall

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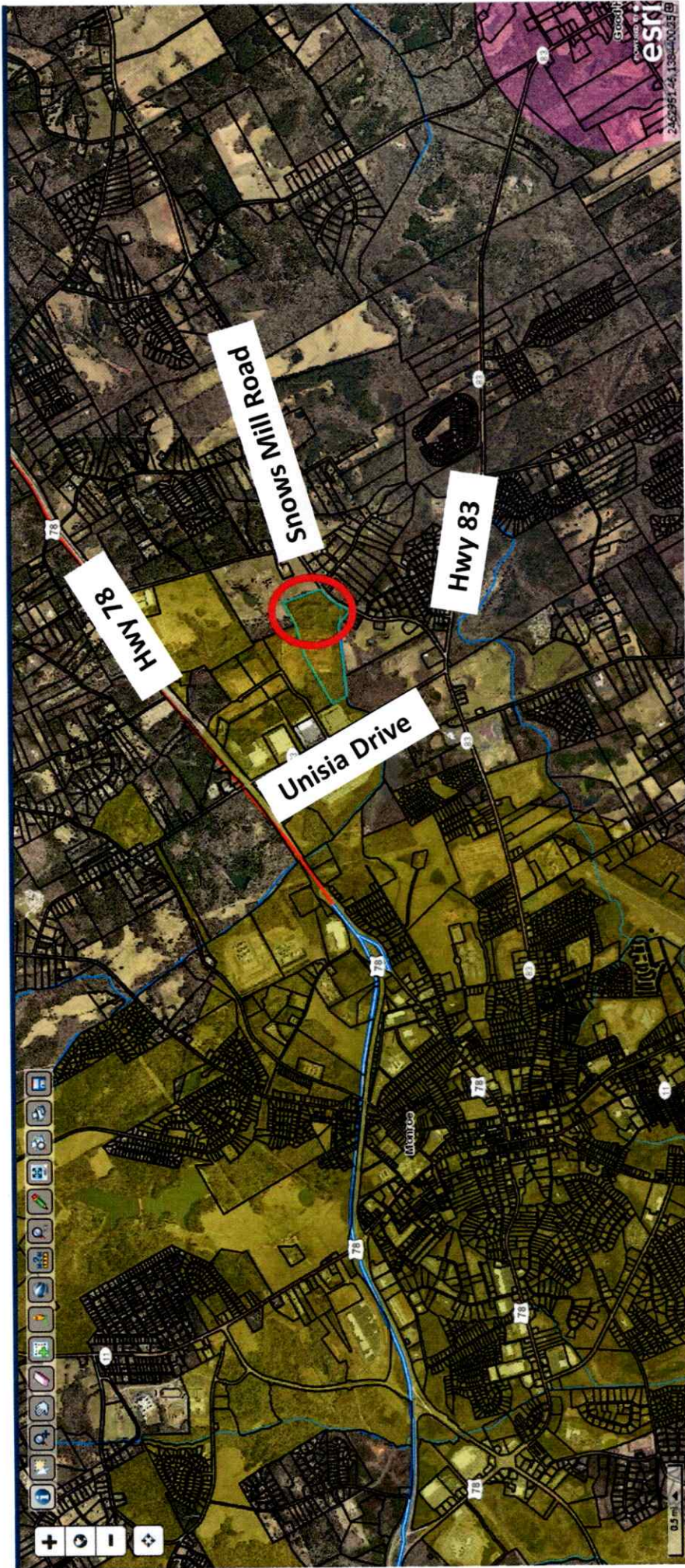
Walton County Veteran's Association

Walton County Planning Commission  
August 4, 2022

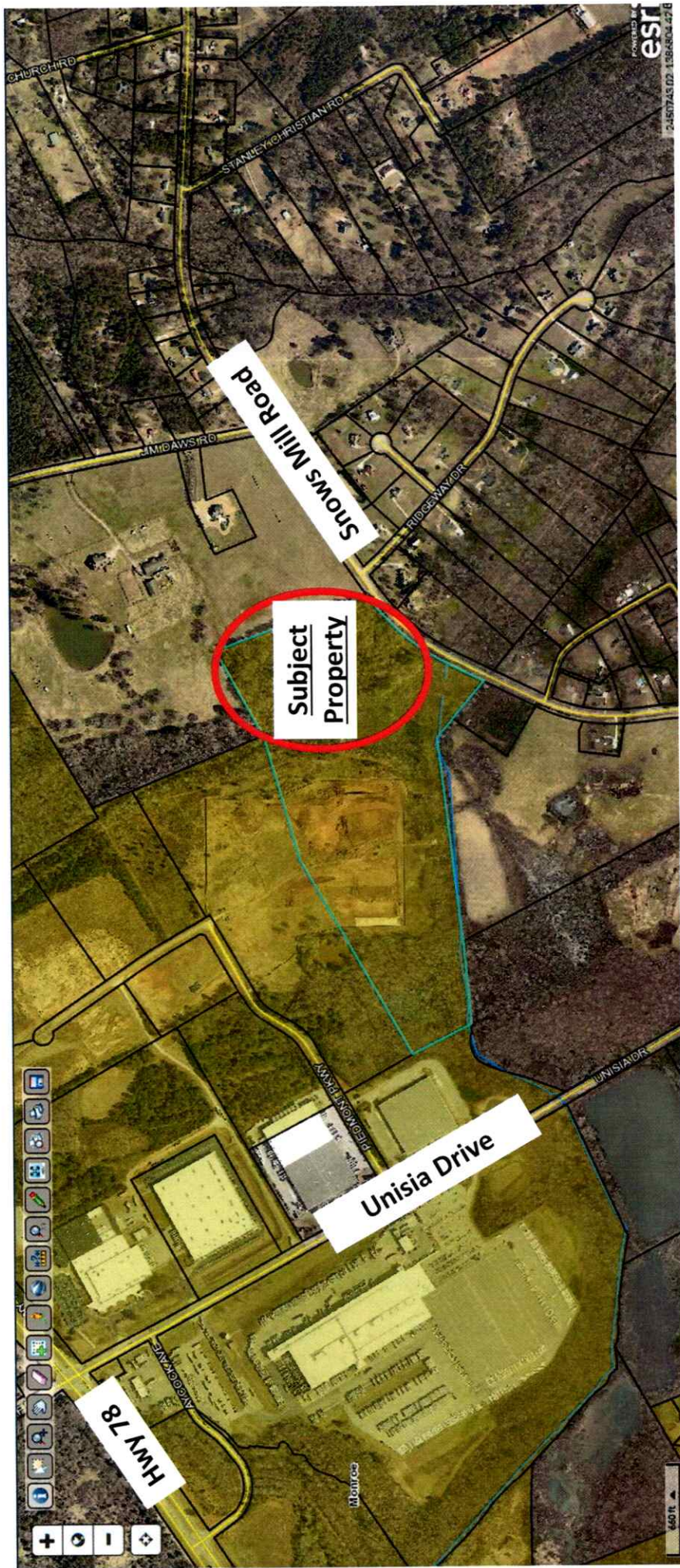
# Property

- Currently owned by the Development Authority of Walton County and under contract to be purchased by the Walton County Veterans Association
- Subdivided from a 72-acre parcel in 2022
- De-annexed by the City of Monroe at the request of the Authority in June 2022
- Formerly part of the Walton County Industrial Park and was zoned for industrial use when within the City
- Currently it has no zoning designation
- Veteran's Association intends to construct a meeting hall for its members

# Location

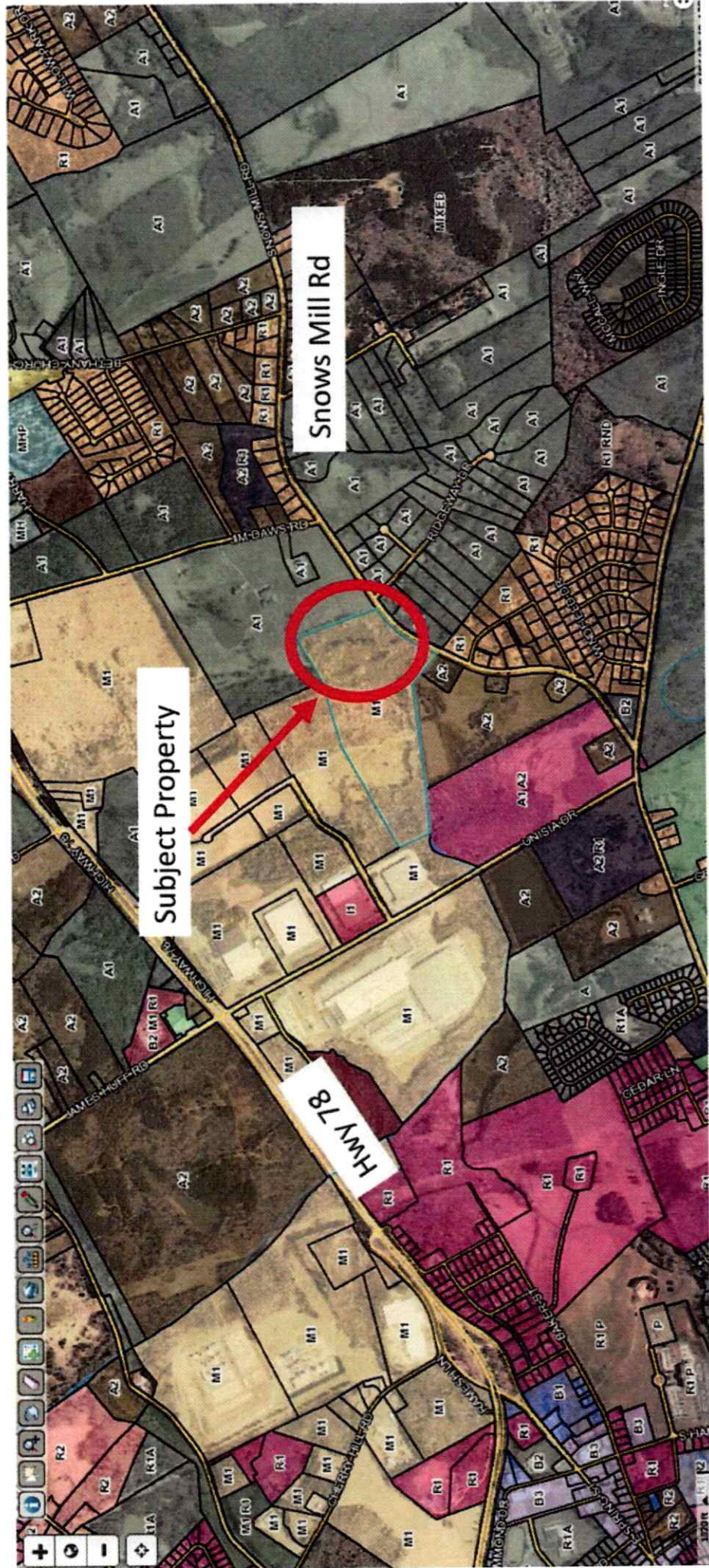


# Subject Property- 17.223 acres

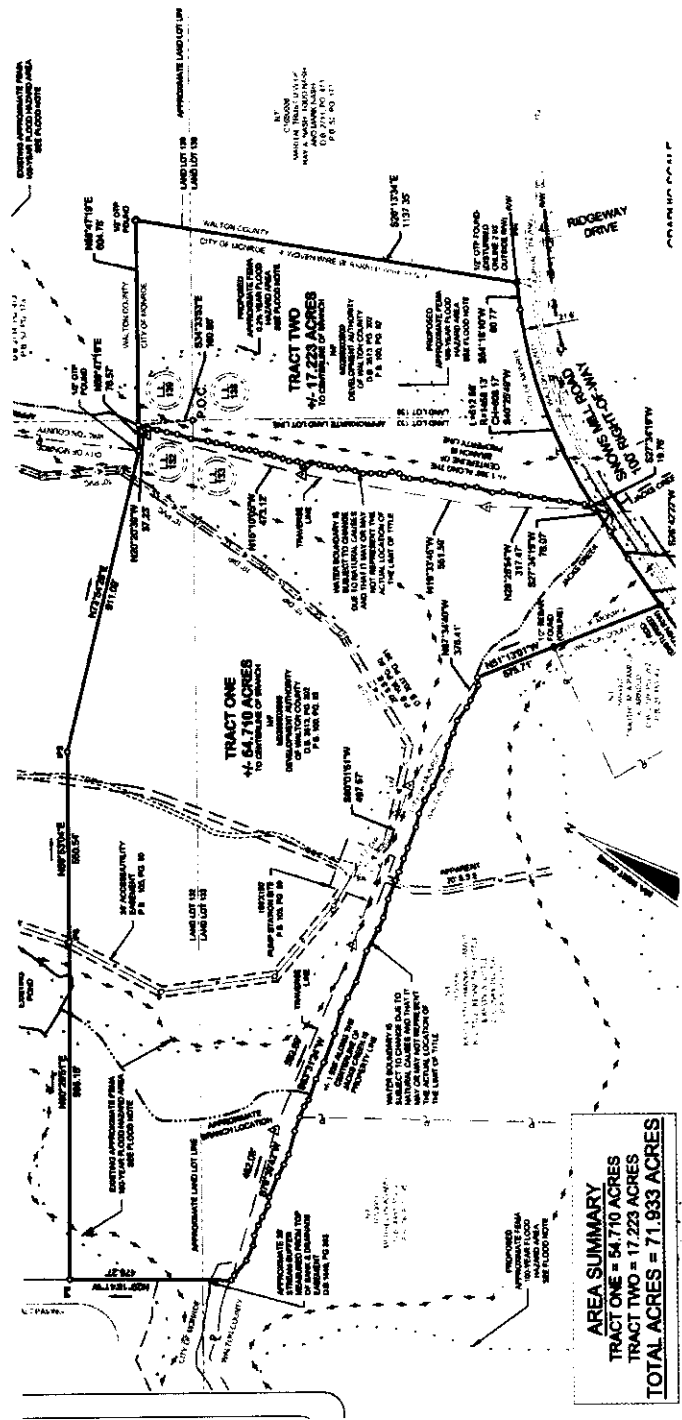




# Zoning Map



# Subdivision Plat



# Site Plan


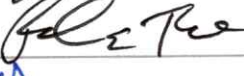

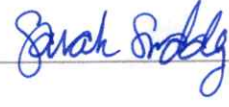

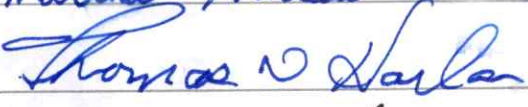

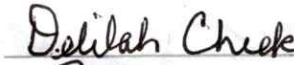




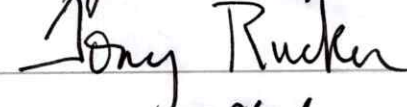
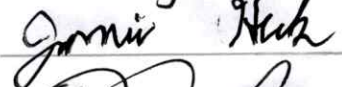



## Request

- Approve a Zoning designation of B3 which allows for the VFW meeting hall
- Questions?

for 8/4/2022 Meeting -

This is a petition against rezoning Z22070003 - rezone 17.223 from M1 to B3 for a VFW Meeting Hall. Property located on 1700 Snows Mill Rd Map/Parcel C165/002 - District 6

- Ryan Turgeon  1713 Snows Mill Rd, Monroe 603-858-9911
- Rachel Turgeon  1713 Snows Mill Rd, Monroe (603) 229-9863
- Zach Snoddy  83 Ridgeway Dr, Monroe (470) 445-9241
- Sarah Snoddy  83 Ridgeway Drive. (912) 414-1638
- Martha Harlan  83 Ridgeway Drive 404 934 2302
- Thomas V Harlan  83 Ridge Way Dr 404 934 2302
- David Cheek  123 Ridge Way Drive 770 267 0809
- Delilah Cheek  Delilah Cheek 123 Ridge Way Dr. 770-267-0809
- Philp Mison  183 Ridgeway Dr. (770) 557-8010
- Traci Mison  183 Ridgeway Dr. (770) 310-2454
- Robert + Shirley Missett  182 RIDGEWAY DR 770-207-5433
- Alonso Haber Jr.  140A Ridgeway Dr. (770) 685-9159
- Tony Rucker  1780 Ridgecrest Dr. 770-601-3345
- Jamir Heck  162 Ridgeway Dr. 770-317-5035
-  243 Ridgeway Dr. 770-359-9725

This is a petition against rezoning Z22070003 - rezone 17.223 from M1 to B3 for a VFW Meeting Hall. Property located on 1700 Snows Mill Rd Map/Parcel C165/002 - District 6

Abby Nash Abby Nash 163 Ridgeway Drive 7) 408-8759  
 Andy Nash Andy Nash 163 Ridgeway Drive 7) 408-8759  
 Peggy Morris 243 Ridgeway Dr 7) 855-2359  
 Shirley Loggins 283 Ridgeway Dr. 770-267-6408  
 Gary L. Cant 322 Ridge Way DR 770-685-5241  
 Coy Lee 303 Ridge Way Dr 404-787-8906  
 Thomas R Parke 282 Ridgeway Dr. 770-267-6996  
 Rodney Shellnut 262 Ridgeway Dr 706-207-6422  
 Kelly Atkinson 202 Ridgeway Dr 770-267-9009  
 Alex M Crawford 1760 Ridgecrest Dr 770-780-0261  
 Carri Marcus 143 Ridgeway Dr 678-937-3005  
 Brandon Marcus 143 Ridgeway Dr 678-557-2383  
 Bob Baker 1273 Snows Mill Rd 770-597-9101  
 Bert Mobley - Kenneth Mobley <sup>1693</sup> Snowmill Rd 770-207-4784

AN ORDINANCE OF WALTON COUNTY, GEORGIA    OA22060012

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 06/03/2022

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 06/03/2022

**Errata #1 – Repeal Article 11 Part 4 Flood Damage Prevention Ordinance**

**Errata #2 – Amend Article 2 – Amend Street Classification Definitions to match the Walton County Transportation Plan.**

**Errata #3 – Amend Article 9 Section 100 – Amend to rename streets as per the Transportation Plan and amend street width to comply with Fire Safety Code.**

**Errata #4 – Amend Article 10 Part 2 Section 200 - Utility Relocation Policy**

**Errata #5 – Amend Article 2 - Character Areas for new Comprehensive Plan adopted June 2022.**

Adopted by the Walton County Board of Commissioners this 13<sup>th</sup> day of September, 2022.

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

Attest:

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

\_\_\_\_\_  
Charles Ferguson  
County Attorney  
Walton County, Georgia

2. Amendment: OA22060012 – Amendment to Walton County Land Development Ordinance per Errata Sheet dated 06/03/2022

**Errata #1 – Repeal Article 11 Part 4 Flood Damage Prevention Ordinance**

**Errata #2 – Amend Article 2 – Amend Street Classification Definitions to match the Walton County Transportation Plan.**

**Errata #3 – Amend Article 9 Section 100 – Amend to rename streets as per the Transportation Plan and amend street width to comply with Fire Safety Code.**

**Errata #4 – Amend Article 10 Part 2 Section 200 - Utility Relocation Policy**

**Errata #5 – Amend Article 2 - Character Areas for new Comprehensive Plan adopted June 2022.**

**PC ACTION 8/4/2022:**

**Speaking: Charna Parker, Director, Walton County Planning & Development, read the Errata's and there were no objections. John Pringle made a motion to recommend approval with a second by Wesley Sisk. The motion carried unanimously.**



**Errata #1 Repeal Article 11 Part 4 Flood Damage Prevention Ordinance and replace with the following state model ordinance as amended:**

**FLOOD DAMAGE PREVENTION ORDINANCE**

**ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES**

**SECTION A. AUTHORIZATION**

Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Board of Commissioners, of Walton County, GEORGIA, does ordain as follows:

**SECTION B. FINDINGS OF FACT**

- (1) The flood hazard areas of Walton County, Georgia are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

**SECTION C. STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion, and;

(4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;

(5) control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters.

#### **SECTION D. OBJECTIVES**

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and;
- (7) to insure that potential homebuyers are notified that property is in a flood area.

#### **ARTICLE 2. GENERAL PROVISIONS**

##### **SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES**

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of Walton County, Georgia.

##### **SECTION B. BASIS FOR AREA OF SPECIAL FLOOD HAZARD**

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS), dated December 8, 2016 and future flood hazard determinations, with accompanying maps and other supporting data and any revision thereto, are adopted by reference and declared a part of this ordinance.

For those land areas acquired by a municipality through annexation, the current effective FIS dated December 8, 2016 and future flood hazard determinations, with accompanying maps and other supporting data and any revision thereto, for Walton County are hereby adopted by reference.

Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in a FIS. (Specifically John T Briscoe Jr. Reservoir Dam Breach February 16, 2004.)

The Repository for public inspection of the Flood Insurance Study (FIS), accompanying maps and other supporting data is located: Walton County Planning and Development Department.

**SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT**

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any Development activities.

**SECTION D. COMPLIANCE**

No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this ordinance and other applicable regulations.

**SECTION E. ABROGATION AND GREATER RESTRICTIONS**

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**SECTION F. INTERPRETATION**

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

**SECTION G. WARNING AND DISCLAIMER OF LIABILITY**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Walton County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

**SECTION H. PENALTIES FOR VIOLATION**

Failure to comply with the provisions of this ordinance or with any of its requirements, including conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a violation. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000 or imprisoned for not more than 60 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Walton County from taking such other lawful actions as is necessary to prevent or remedy any violation.

**ARTICLE 3. ADMINISTRATION**

**SECTION A. DESIGNATION OF ORDINANCE ADMINISTRATOR**

The Planning and Development Director or their designee is hereby appointed to administer and implement the provisions of this ordinance.

**SECTION B. PERMIT PROCEDURES**

Application for a Development Permit shall be made to the Planning and Development Department on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to the following: plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following information is required:

- (1) Application Stage -
  - (a) Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
  - (b) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
  - (c) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Section B (2);
  - (d) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

- (2) Construction Stage -

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the regulatory floor elevation or flood-proofing level immediately after the lowest floor or flood proofing is completed. Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk. The administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

### **SECTION C. DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR**

Duties of the administrator shall include, but shall not be limited to:

- (1) Review proposed development to assure that the permit requirements of this ordinance have been satisfied.
- (2) Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Require that copies of such permits be provided and maintained on file.
- (3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
- (4) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2 Section B, then the administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other sources in order to administer the provisions of Article 4.
- (5) Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all new or substantially improved structures in accordance with Article 3, Section B (2).

- (6) Review and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 3, Section B (2).
- (7) When flood-proofing is utilized for a structure, the administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3(B)(1)(c) and Article 4(B)(2) or (D)(2).
- (8) Make substantial damage determinations following a flood event or any other event that causes damage to structures in flood hazard areas.
- (9) Notify adjacent communities and the Georgia Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (10) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to the FEMA to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (11) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (12) All records pertaining to the provisions of this ordinance shall be maintained in the office of the administrator and shall be open for public inspection.

#### **ARTICLE 4. PROVISIONS FOR FLOOD HAZARD REDUCTION**

##### **SECTION A. GENERAL STANDARDS**

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;

- (3) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) Elevated Buildings - All New construction and substantial improvements of existing structures that include ANY fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
- (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
- (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- (ii) The bottom of all openings shall be no higher than one foot above grade; and,
- (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both direction.
- (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area, and
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding, and;
- (10) Any alteration, repair, reconstruction or improvement to a structure, which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.

## SECTION B. SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) New construction and/or substantial improvements - Where base flood elevation data are available, new construction and/or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than **three feet** above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with standards of Article 4, Section A (4), "Elevated Buildings".
- (a) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated at or above **three feet** above the base flood elevation.
- (2) Non-Residential Construction - New construction and/or the substantial improvement of any structure located in A1-30, AE, or AH zones, may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to **three feet** above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C. (6).



- (3) Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:
- (a) All manufactured homes placed and/or substantially improved on: (1) individual lots or parcels, (2) in new and/or substantially improved manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement, elevated no lower than **three feet** above the base flood elevation.
  - (b) Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
    - (i) The lowest floor of the manufactured home is elevated no lower than **three feet** above the level of the base flood elevation, or
    - (ii) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
  - (c) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (Ref. Article 4(A)(6) above)
  - (d) All recreational vehicles placed on sites must either:
    - (i) Be on the site for fewer than 180 consecutive days.
    - (ii) Be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or
    - (iii) The recreational vehicle must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4, Section B (3)(a)(c), above.
- (4). Floodway - Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential.

In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (a) Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in **any** increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
- (b) ONLY if Article 4 (B)(4)(a) above is satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.

**SECTION C. BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS AND/OR FLOODWAY (A-ZONES) -**

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (A-Zones), OR where base flood data have been provided but a Floodway has not been delineated, the following provisions apply:

- (1) When base flood elevation data or floodway data have not been provided in accordance with Article 2(B), then the administrator shall obtain, review, and reasonably utilize any scientific or historic base flood elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then the following provisions (2&3) shall apply:
  - (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in more than a **one foot** increase in flood levels during the occurrence of the base flood discharge.
  - (3) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than **three feet** above the highest adjacent grade at the building site. (NOTE: Require the lowest floor to be elevated one foot above the estimated base flood elevation in A-Zone areas where a Limited Detail Study has been completed).

Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Article 4, Section A (4) "Elevated Buildings".

(a) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than *three feet* above the highest adjacent grade at the building site.

The Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

**SECTION D. STANDARDS FOR AREAS OF SPECIAL FLOOD HAZARD (ZONES AE) WITH ESTABLISHED BASE FLOOD ELEVATIONS WITHOUT DESIGNATED FLOODWAYS**

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams with base flood elevations are provided but no floodways have been designated, (Zones AE) the following provisions apply:

1. No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than *one foot* at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
2. New construction or substantial improvements of buildings shall be elevated or flood-proofed to elevations established in accordance with Article 4, Section B.

**SECTION E. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)**

Areas of Special Flood Hazard established in Article 2, Section B, may include designated "AO" shallow flooding areas. These areas have base flood depths of *one to three feet* above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least *three feet* above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of

flood waters shall be provided in accordance with standards of Article 4, Section A (4), "Elevated Buildings".

The Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(2) New construction or the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus *one foot*, above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Articles 3(B)(1)(c) and (3)(B)(2).

(3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

#### **SECTION F. STANDARDS FOR SUBDIVISIONS**

(1) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage;

(2) All subdivision and/or development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;

(3) All subdivision and/or development proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;

(4) For subdivisions and/or developments greater than *fifty lots or five acres*, whichever is less, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. Upon completion of the project, the developer is responsible for submitting the "as-built" data to FEMA in order to obtain the final LOMR.

#### **SECTION G. STANDARDS FOR CRITICAL FACILITIES**

- (1) Critical facilities shall not be located in the 100-year floodplain or the 500-year floodplain.
- (2) All ingress and egress from any critical facility must be protected to the 500-year flood elevation.

## **ARTICLE 5. VARIANCE PROCEDURES**

- (A) The Board of Appeals as established by Walton County shall hear and decide requests for appeals or variance from the requirements of this ordinance.
- (B) The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Walton County Planning and Development Department in the enforcement or administration of this ordinance.
- (C) Any person aggrieved by the decision of the Board of Appeals may appeal such decision to the Superior Court of Walton County, as provided in Section 5-4-1 of the Official Code of Georgia Annotated.
- (D) Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.
- (E) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (F) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (G) In reviewing such requests, the Board of Appeals shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
- (H) **Conditions for Variances:**
  - (1) A variance shall be issued ONLY when there is:
    - (i) a finding of good and sufficient cause,

(ii) a determination that failure to grant the variance would result in exceptional hardship, and;

(iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(2) The provisions of this Ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of an Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.

(3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.

(4) The administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

(I) Upon consideration of the factors listed above and the purposes of this ordinance, the Board of Appelas may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

**ARTICLE 6. DEFINITIONS** (September 13, 2022)

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

**“Accessory Structure”** means a structure having minimal value and used for parking, storage and other non-habitable uses, such as garages, carports, storage sheds, pole barns, hay sheds and the like.

**“Addition (to an existing building)”** means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition, which is connected by a firewall or is separated by an independent perimeter load-bearing wall, shall be considered "New Construction".

**"Appeal"** means a request for a review of the Planning and Development Director or their designee's interpretation of any provision of this ordinance.

**"Area of shallow flooding"** means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

**"Area of special flood hazard"** is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

**"Base flood,"** means the flood having a one percent chance of being equaled or exceeded in any given year.

**"Base Flood Elevation (BFE)"** The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

**"Basement"** means that portion of a building having its floor sub grade (below ground level) on all sides.

**"Building,"** see definition for structure.

**"Critical Facility"** means any public or private facility, which, if flooded, would create an added dimension to the disaster or would increase the hazard to life and health. Critical facilities include:

- (a) structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, or water-reactive materials;
- (b) hospitals and nursing homes, and housing for the elderly, which are likely to contain occupants who may not be sufficiently mobile to avoid the loss of life or injury during flood and storm events;
- (c) emergency operation centers or data storage centers which contain records or services that may become lost or inoperative during flood and storm events; and
- (d) generating plants, and other principal points of utility lines.

**"Development"** means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, and storage of materials or equipment.

**"Elevated building"** means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

**"Existing construction"** means for the purposes of determining rates, structures for which the "start of construction" commenced before February 16, 1990.

**"Existing Manufactured Home Park or subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before February 16, 1990.

**"Expansion to an existing manufactured home park or subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

**"Flood" or "flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a.) the overflow of inland or tidal waters; or
- (b.) the unusual and rapid accumulation or runoff of surface waters from any source.

**"Flood Hazard Boundary Map (FHBM)"** means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been defined as Zone A.

**"Flood Insurance Rate Map (FIRM)"** means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

**"Flood Insurance Study"** the official report by the Federal Emergency Management Agency evaluating flood hazards and containing flood profiles and water surface elevations of the base flood.

**"Floodplain"** means any land area susceptible to flooding.

**"Flood proofing,"** means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.



**"Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

**"Highest adjacent grade"** means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

**"Historic Structure"** means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  1. By an approved state program as determined by the Secretary of the Interior, or
  2. Directly by the Secretary of the Interior in states without approved programs.

**"Lowest floor"** means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

**"Manufactured home"** means a building, transportable in one or more sections built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

**"Manufactured home park or subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**"Mean Sea Level"** means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

**"National Geodetic Vertical Datum (NGVD)"** as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

**"New construction"** means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced after February 16, 1990 and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced after February 16, 1990 and includes any subsequent improvements to such structures.

**"New manufactured home park or subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed after February 16, 1990.

**"North American Vertical Datum (NAVD)"** has replaced the National Geodetic Vertical Datum of 1929 in existing and future FEMA Flood Modernization Maps.

**"Recreational vehicle"** means a vehicle, which is:

- a. built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. designed to be self-propelled or permanently towable by a light duty truck; and
- d. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**"Start of construction"** means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**"Structure"** means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

**"Subdivision"** the division of a single lot into two or more lots for the purpose of sale or development.

**"Substantial damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

**"Substantial improvement"** means any reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during a 5-year period, in which the cumulative cost equals or exceeds fifty (50) percent of the market value of the structure prior to the "start of construction" of the improvement. NOTE: *The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.* This term includes structures, which have incurred "substantial damage", regardless of the actual amount of repair work performed.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include (1) those improvements of a structure required to comply with existing violations of state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions and which have been identified by the Code Enforcement Official, and not solely triggered by an improvement or repair project, or (2) any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure".

**"Substantially improved existing manufactured home parks or subdivisions"** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or

exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**"Variance"** is a grant of relief from the requirements of this ordinance, which permits construction in a manner otherwise prohibited by this ordinance.

**"Violation"** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, or other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

**ARTICLE 7. SEVERABILITY**

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on \_\_\_\_\_.

BY: \_\_\_\_\_  
\_\_\_\_\_

Certified by: \_\_\_\_\_

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

Errata #2 Amend:

**Article 2 Street Classification definitions** to match the Walton County Transportation Plan.

**STREET CLASSIFICATIONS:** The roadway network in Walton County includes interstates and expressways, principal and minor arterials, collectors, and minor streets. These roadways are designed to fulfill different purposes – from facilitating regional mobility down to providing neighborhood-level access. Functional classifications are used to group roadway facilities by purpose and characteristics. The Federal Highway Administration (FHWA) groups roadways into the following functional classes:

- Interstates are the highest classification of arterials. They are limited-access facilities designed and constructed with mobility and long-distance travel in mind.
- Freeways and Expressways, like interstates, are controlled access facilities that do not directly serve abutting land uses, and they are intended to maximize mobility.
- Principal arterials or Major arterials serve major centers of metropolitan areas, provide a high degree of mobility, and offer direct access to abutting land uses. There are usually multiple arterial routes serving an urban area, which radiate out from the urban center to serve the surrounding region.
- Minor arterials facilitate trips of moderate length, serve smaller geographic areas than their higher arterial counterparts, and offer connectivity to the higher arterial system. In an urban context, they interconnect and augment the higher arterial system, provide intra-community connectivity, and may carry local bus routes.
- Major or Minor Collectors serve a critical role in the roadway network by gathering traffic from local roads and funneling them to the arterial network.
- Local roads generally account for the largest percentage of all roadways in terms of mileage. They are not intended for use in long distance travel, except at the origin or destination end of the trip, and they provide direct access to abutting land uses. Bus routes generally do not run on local roads, and these facilities are often designed to discourage through traffic.

Walton County Comprehensive Land Development Ordinance

**Errata #3**      **Amend Article 9 to rename streets as per the Transportation Plan and amend street width to comply with Fire Safety Code.**

**Article 9**      **Streets and Sidewalks**

**Section 100**      **Street Classification and Right-of-Way Requirements**

A.      Street Classification

1. Streets shall be classified into a street hierarchy system, based on current and projected traffic volumes. Street classification and design standards shall be based on the road function and projected average daily traffic (ADT). Traffic volumes shall be calculated using trip generation rates as published in the most recent edition of the Trip Generation Manual, available from the Institute of Transportation Engineers.
2. Street or road classes and their corresponding ADT thresholds are as follows:

Classification	Average Daily Trips (ADT)
Local <del>Road</del> <del>Street</del>	250 or Less
Minor Collector	251 to 2,500
Major Collector	2,501 to 9,999
Arterial	10,000 or More

B.      Right-of-Way and Pavement Widths

1. Minimum widths for new streets or roads shall be as shown on the following table (See Standard Design and Construction Details for detailed dimensions). ~~Widths of streets shall be measured from back of curb to back of curb or from edge of pavement if no curbs exist.~~ However, if a street is used for access, the developer shall conform to the existing street width if it is greater than that required in this ordinance.
2. Minimum widths for new streets or roads shall be as shown on the following table (See Standard Design and Construction and Construction Details for detailed dimensions).

**Walton County Comprehensive Land Development Ordinance**

**MINIMUM RIGHT-OF-WAY AND ROAD WIDTHS TABLE**

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

Street Category	Minimum R-O-W	Minimum Pavement Width*
Arterial <del>Rural</del> <b>Minor</b> <del>Urban</del> <b>Principal</b>	120' Min. 120' Min.	68' (4-Lane Divided, ditch) 72' (4-Lane Divided, C&G) 66' (5-Lane)
Major Collector	80'	24'-30' (2-3 lanes)
Minor Collector	70'	22'
Local <del>Street</del> <b>Road</b>	60'	24'
Commercial/Industrial	60'	26'
Cul-de-sac	60' radius	48' radius
Commercial/Industrial	65' radius	50' radius

\* Pavement width not including outside curb and gutter, where required.

C. Right-of-Way Dedication

1. The minimum width of right-of-way shall be dedicated based upon the street classification, as provided in this Section and approved by the Director.
2. On any existing street abutting a proposed development, one-half (½) of the required width of right-of-way shall be dedicated, at no cost to Walton County, as measured from the centerline of the roadway along the entire property frontage. Right-of-way widths for existing streets shall be based on the current classification, as determined by the Director.
3. Additional right-of-way may be required at intersections or other locations fronting the property where turning lanes, storage lanes, medians, re-alignments or other traffic safety improvements are required.

**Section 110 Access Management**

C. Minimum Access Requirements

# Walton County Comprehensive Land Development Ordinance

1. Except as otherwise noted in sub-section 2, below, all developments shall have access to a public right-of-way. The number of access points shall be as follows:

## 2. MINIMUM NUMBER OF ACCESS POINTS

Type of Development	Minimum Number of Driveway Access Points	Preferred Type of Primary Access
Residential, less than 100 units	1	Local Road or Minor Collector
Residential, 101 -200 units	2	Local Road or Minor Collector
Residential, more than 200 units	3	Major Collector
Non-Residential, less than 50 required parking spaces	1	Minor Collector or Local Road
Non-Residential, 50-300 required parking spaces	2	Major Collector
Non-Residential, 301 – 1,000 required parking spaces	3	Major Collector or Arterial
Non-Residential, more than 1,000 required parking spaces	4 or more	Major Collector or Arterial

## Section 120 Driveway Standards

### C. Auxiliary Lanes

1. Along any arterial or major collector roads street, a deceleration lane, acceleration lane, larger turning radius, traffic islands or other devices or designs may be required to avoid specific traffic hazards which would otherwise be created by the proposed driveway location.

### D. Corner Sight Distance

All driveways approaching a collector or arterial Road street shall provide adequate corner sight distance as shown in Appendix F, Standard Design and Construction Detail 3.12. The minimum corner sight distance from the driveway shall be equal to or exceed 10 times the regulated speed of the intersecting street, as measured from the center of the driveway in both directions along the right-of-way line of the intersecting street unless a more restrictive standard is required by the Georgia Department of Transportation. The sight distance shall provide clear visibility of an object two (2) feet above the intersected street when viewed from the centerline of the approaching street at a height of three and one-half (3-½) feet above the ground.

## Section 130 Requirements for New Streets and Roadways

### G. Access Roads

~~Where a development borders on or contains a railroad right-of-way, major utility easement, limited access highway right-of-way or a major thoroughfare, a public street may be required to be constructed and dedicated within the development approximately parallel to and on~~



## Walton County Comprehensive Land Development Ordinance

~~each side of such right-of-way. Locations of such service roads shall be aligned with similar service roads on adjacent properties.~~

### Section 150 Geometric Street Design Standards

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

B. Horizontal Curvature and Super elevation

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

Street Category	Minimum Radius	Maximum Superelevation
Arterial	885 feet	0.06
Major Collector	500 feet	0.04
Minor Collector	300 feet	0.03
Local	250 150 feet	N/A

D. Vertical Alignment

1. All changes in street profile grades having an algebraic difference greater than one (1) percent shall be connected to a parabolic curve having a minimum length in feet (L), which is equal to the algebraic difference between the grades in percent (A) multiplied by the design constant (K) assigned to the street according to its classification and design speed (i.e.  $L = KA$ ).
2. Constant (K) values are shown in the table below for both desirable and minimum acceptable (hardship) conditions. The desirable value shall be utilized in all cases, unless otherwise approved by the Director based on topographic or other site-specific conditions. In such situations, the Director may approve a lesser value to the extent required by the hardship condition, but in no case shall the constant K value be less than the minimum permitted.

#### CONSTANT (K) VALUES FOR VERTICAL ALIGNMENTS

Street Category	Design Speed (MPH)	Crest Vertical Curves (K Value)		Sag Vertical Curves (K Value)	
		Minimum	Desirable	Minimum	Desirable
Arterial	55	150	220	100	130
Major Collector	45	80	120	70	90

## Walton County Comprehensive Land Development Ordinance

Minor Collector	30	30	50	40	60
Local	25	20-15	30-25	30-20	40-30

### Section 190 Traffic Control Devices

#### C. Pavement Markings

- ~~1. Local streets with curb and gutter are exempt from traffic striping requirements (on interior streets). All other street classifications shall require both centerline and edge line striping in accordance with this Ordinance.~~
2. All centerline or edge line striping shall be performed in compliance with Georgia DOT Standard 652, Paint Striping. On any street classified as a Major Collector or Arterial, all traffic striping shall be thermoplastic in accordance with Georgia DOT Standard 653.
3. All pavement markings shall be reviewed and approved by the Planning and Development Department. All Pavement Markings shall be thermoplastic and shall be installed in accordance with Georgia DOT Standard 653 and MUTCD requirements.
4. On any newly paved or resurfaced streets on public rights of way, thermoplastic stop bars are required on all approach lanes in accordance with MUTCD Standards.
5. Raised Pavement Markers (RPM's) or similar devices shall be required on all Major Collector and Arterial streets, and on any other street installed by developers where safety conditions warrant such devices.

## Errata #4 Amend Article 10- Part 2 Section 200

### Section 200 Utility Relocation Policy

Should any roadway, street, intersection, or right-of-way thereof be realigned, widened, altered or improved by Walton County or the Georgia Department of Transportation, and require the relocation of any public or private utility line or system located within any public right-of-way of Walton County, such public or private utility line or system shall be relocated within the new or existing right-of-way to a location approved by the County, at the sole expense of the owner or utility company **and must be installed as per the Walton County Standard Designs.**

## Errata # 5 Amend Character Areas for new Comprehensive Plan adopted June 2022. Article 2

CHARACTER AREA	DESCRIPTION	ZONING COMPATIBILITY*	APPROPRIATE LAND USES*	PAGE
Conservation	Undeveloped land to be limited from development pressures due to sensitive environmental conditions and natural resource protection	Agricultural (A), Rural Estate (A1, A2), Open Space Conservation Overlay District (OSC), Greenspace Subdivision Overlay District (GS)	Agriculture, Forestry, Low-Density Residential, Conservation, Parks and Outdoor Recreation	33
Employment Center	Larger-scale commercial, including light industry, office, retail, and services	Neighborhood Business (B1), Highway Business (B2), General Business (B3), Office-Institutional (O-I), Light Industrial (M1), Heavy Industrial (M2), Mixed Use Business Park District (MUBP), Stanton Springs Business Park District (SSBP)	Commercial, Office, Industry	34
Highway Corridor	Accommodates commercial and industrial development; appropriate for major thoroughfares	A, B1, B2, B3, O-I, M1, M2, MUBP, Parkway Corridor Overlay District (PCOD)	Commercial, Office, Industry, Public, Agriculture	35
Neighborhood Residential	Traditional residential development with neighborhood-scale businesses located throughout	A, Single-Family Residential (R1), Two-Family Residential (R2), Multi-Family Residential (R3), O-I, Town Center District (TC), B1, B2, Residential Corridor Overlay District (RCOD)	Residential, Commercial, Agriculture, Public, General Recreation (Rec. Sports and Outdoor Rec.), Mixed Use	36
Rural Residential and Agriculture	Undeveloped land likely to face development pressures for low-density residential land	A, A1, A2, Manufactured Home Park (MHP), OSC, GS	Residential, Agriculture, Public, Outdoor Recreation	38
Suburban	Planned to accommodate the majority of new residential growth	A, A1, A2, R1, MHP, B1, RCOD	Residential, Agriculture, Public, General Recreation (Rec. Sports and Outdoor Rec.), Mixed Use	39
Village Center	Focal point/activity center with retail, service, office, high-density housing, and public/open space	R1, R2, R3, B1, O-I, TC, Crossroads Corridor Overlay District (CCOD)	Mixed Use, Residential, Public, General Recreation (Rec. Sports and Outdoor Rec.), Office, Commercial	40



# Planning and Development Department Case Information

Case Number: AZ22080009

Meeting Dates: Board of Commissioners 09-13-2022  
Current Zoning: B2  
Request: Alteration to Zoning Conditions Of Case #Z22020018 – To Allow Access from Mahlon Smith Road

District 4: Commissioner – Lee Bradford

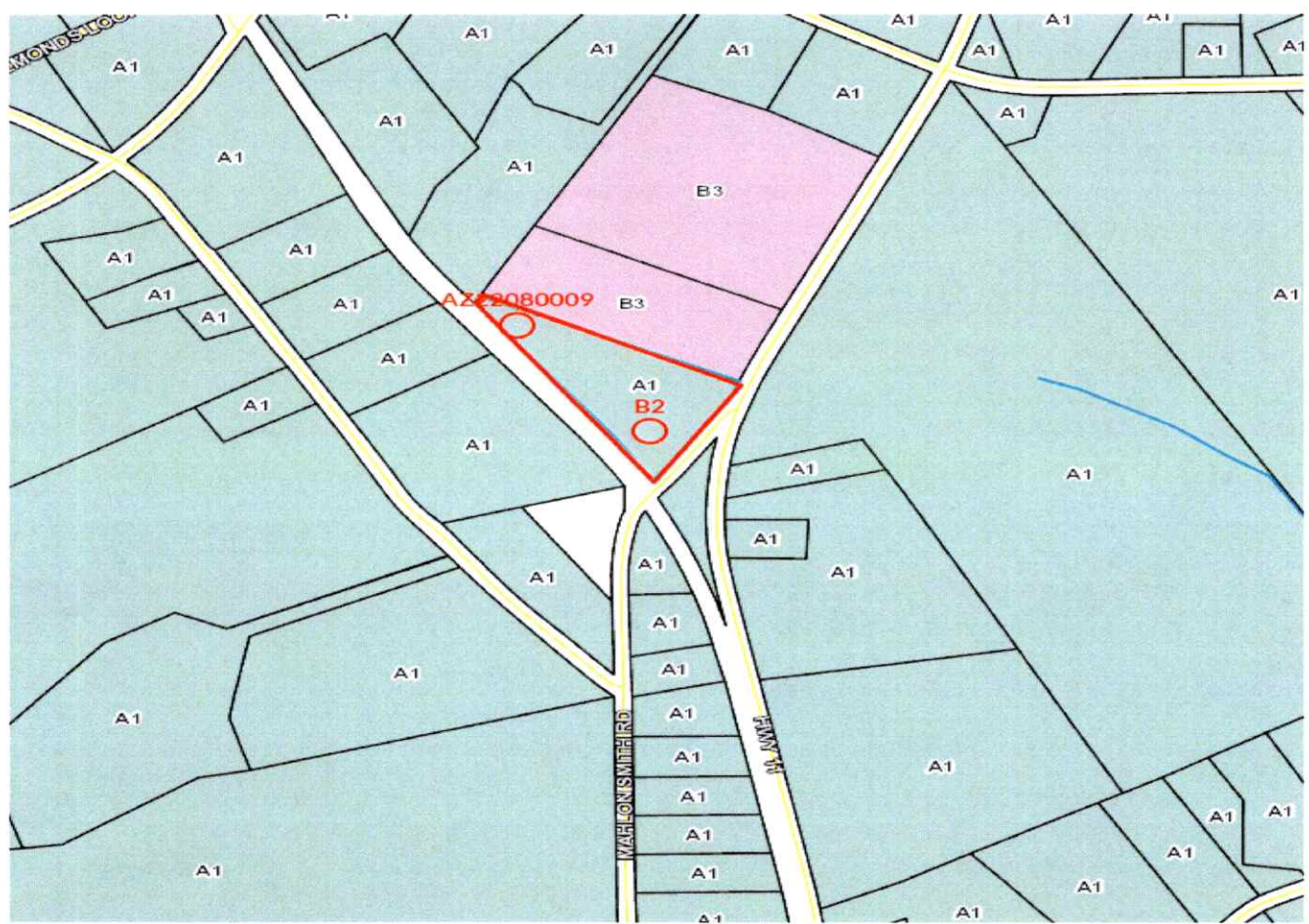
Applicant/Owner:  
Jason Atha  
2370 Nunnally Shoals Road  
Good Hope, Georgia 30641

**Applicant is requesting an alteration to zoning conditions placed on Case Z22020018. Request is to remove condition #1 (Only) to allow access from Mahlon Smith Road. Conditions were as follows:**

- 1) Realign Mahlon Smith Rd to allow ingress/egress from Hwy 11 only, to be coordinated with GDOT,**
- 2) No commercial storage allowed,**
- 3) 8' high screened/solid fence around entire perimeter**
- 4) Vegetative screen on property adjacent to A1 parcel – additional 100' buffer along rear property abutting C1400090 and site lighting as requested.**



Address: Hwy 11/Mahlon Smith  
Map Number: C1400090  
Site Area: 8.68 acres  
Character Area: Highway Corridor



The surrounding properties are zoned as follows:

- North – A1 zoning - C1900091F00 - 9.55 acres – Emily S Clegg
- South – A1 zoning – C1400082 – 88.79 acres – Ronald C Grice
- South – A1 zoning – C1410009 – 18.38 acres – Marie Smith Bone
- East – B3 zoning – C1400090L00 – 10 acres – Blackburn Designs Inc.
- West – A1 zoning – C1400090G00 – 11.58 acres – Lonnie & Irene Turner
- West – A1 zoning – C1400090F00 – 4.59 acres – W Marcus & Angela Clay

History:

Z22020018	Jason Atha	Outside Storage	C1400090 Ga Hwy 11/Mahlon Smith	Approved w/conditions
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**Below are the comments from the last Rezone on June 7, 2022.**

Comments and Recommendations from various Agencies:

Public Works: No comment received

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

Water Authority: This is in the City of Monroe service area for water therefore we have no comments.

City of Monroe: No comment received

Fire Department: No issues with this request.

Fire Code Specialist: No comment received

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

Development Inspector: No comment received.

DOT Comments: Will not require DOT coordination.

# Alteration To Zoning Conditions - Rezone Application # AZ 22080009

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

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

Board of Comm Meeting Date 9-13-2022 at 6:00PM held at **WC Historical Court House - 2<sup>nd</sup> Floor**

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

**Map/Parcel** C1400090

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Jason Atha</u>	<u>Jason Atha</u>
<u>2370 Nunnally Shoals Rd.</u>	<u>2370 Nunnally Shoals Rd.</u>
<u>Good Hope GA, 30641</u>	<u>Good Hope, GA 30641</u>
E-mail address: <u>jason.atharental@yahoo.com</u>	(If more than one owner, attach Exhibit "A")
Phone # _____	Phone # <u>770-206-0978 (C)</u>
Location: <u>Hwy 11 + Mahlon Smith Rd.</u>	Requested Zoning <u>Change to Conditions</u> Acreage <u>8.675 Ac</u>
Existing Use of Property: <u>undeveloped, vacant land</u>	
Existing Structures: <u>None</u>	
The purpose of this rezone is <u>Request change to condition #1 of Rezone case # 20220018 to allow for access from Mahlon Smith Rd.</u>	
Property is serviced by the following:	
Public Water: <u>Yes</u> Provider: <u>Walton County</u> Well: _____	
Public Sewer: <u>N</u> Provider: _____ Septic Tank: <input checked="" type="checkbox"/>	
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.	
Signature _____	Date <u>8/12/22</u> Fee Paid <u>\$ 250.00</u>

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

Office Use Only:

Existing Zoning B2 Surrounding Zoning: North A1 South A1  
East B3 West A1

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

Commission District: 4-Bradford Watershed: Hard Labor Creek UP-2 TMP

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



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

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

1. Existing uses and zoning of nearby property;

- B3 adjacent property + Railroad frontage
- subject current zoned B-2 w/outdoor storage for mini-warehouses + boat/RV/campers
- currently vacant undeveloped land w/frontage on Hwy 11 + Mahlon Smith Rd.

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

No diminishing value will occur to any surrounding properties

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

No negative values will be affected

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

providing space for storage + won't be any hardship imposed on property owners of adjacent property.

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

Well suited<sup>as</sup> surrounded by Mahlow Smith Rd  
Hwy 11 + railroad tracts + adjacent  
to zoned B3 property. Only commercial  
property that would ever access off of  
Mahlow Smith.

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

Never been developed  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Intent**

**0 Hwy 11 Monroe, Ga 30655 Parcel:C1400090**


To Whom It May Concern:

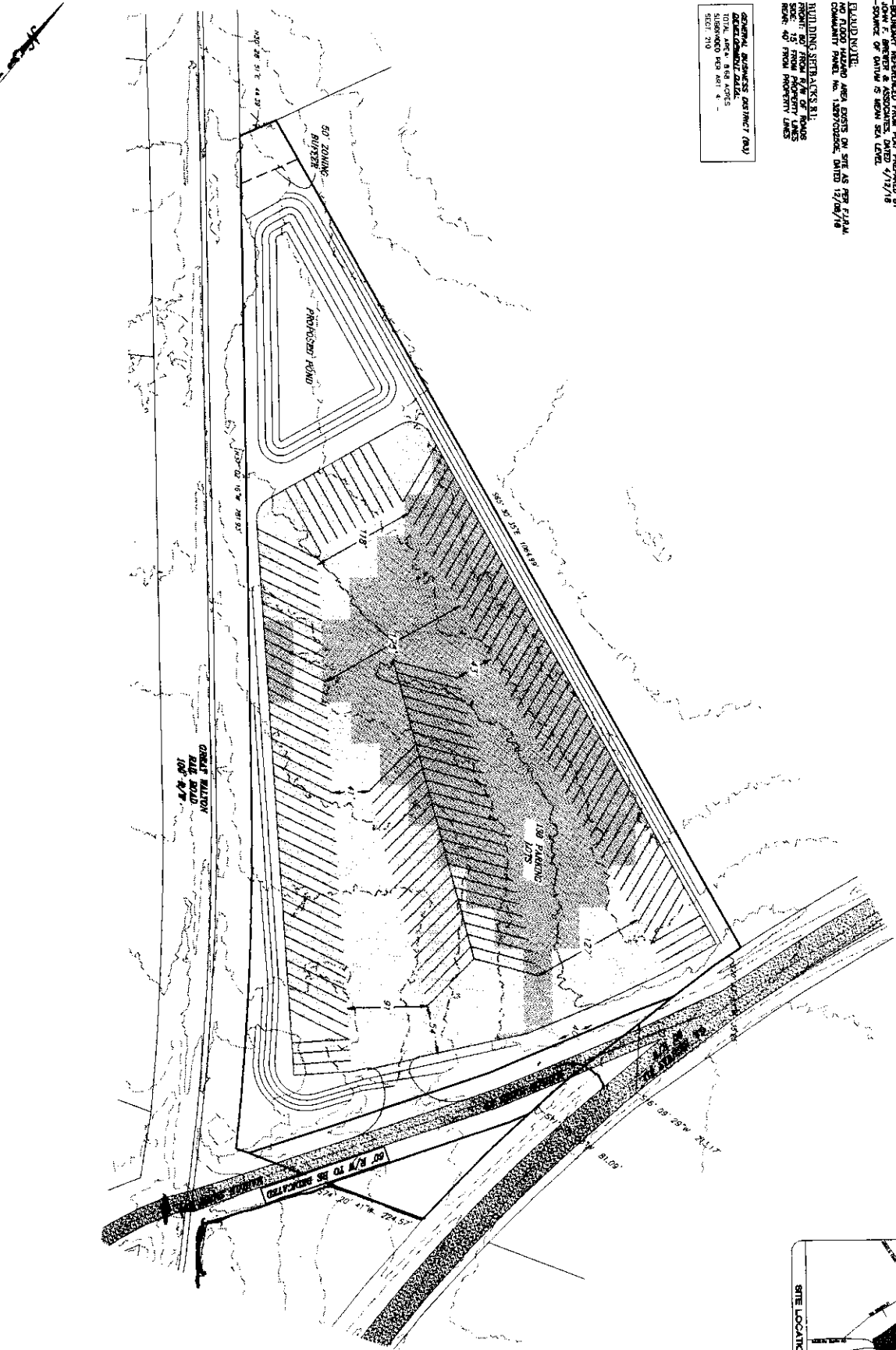
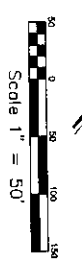
This application is being submitted to request a changing in the condition #1 of rezone case#Z22020018 to allow for access from Mahlon Smith Rd.

Thank you for your time,

Jason Atha

08/12/2022

A handwritten signature in black ink, appearing to read "Jason Atha", written in a cursive style.



NOT FOR RECORDING

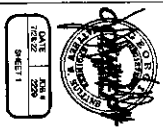
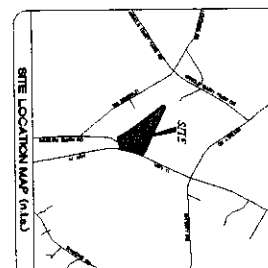
**GENERAL NOTES**  
 - TO BE REVISION #1

**BOUNDARY SURVEY**  
 BOUNDARY REFERENCED FROM PLAT PROVIDED BY JOHN F. SMITH & ASSOCIATES, L.L.C. SURVEY DATED 4/17/18. SURFACE OF DRIVE IS FROM SEA LEVEL.

**EXHAUST NOTE:**  
 NO FLOOD HAZARD AREA EXISTS ON SITE AS PER FEMA COMMUNITY PANEL NO. 136700000L DATED 12/28/16.

**BUILDING SETBACKS R.I.:**  
 FRONT: 10' FROM PROPERTY LINES  
 SIDE: 10' FROM PROPERTY LINES  
 REAR: 40' FROM PROPERTY LINES

**GENERAL BUSINESS DISTRICT (GBU)**  
 DEVELOPMENT REGULATIONS  
 SUBMITTED PER ART. 4 -  
 SECT. 210



REZONE PLAN FOR:  
**HWY 11 SELF STORAGE**  
 LOCATED IN  
 PARCEL C1400096  
 WALTON COUNTY, GEORGIA

**Sullins Engineering, LLC**  
 302 WEST HAY STREET  
 WINDER, GA. 30680  
 PHONE: (878) 887-8219  
 CONTACT: MATTHEW SULLINS  
 CIVIL ENGINEERS - LAND PLANNERS

ALL MATERIAL, CONDITIONS AND INFORMATION ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE APPLICABLE LOCAL ORDINANCES AND REGULATIONS AND SHALL BE CHANGED AT THE DISCRETION OF THE CLIENT.  
 THE CLIENT AND/OR USER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES INVOLVED IN THE PROJECT.  
 THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES INVOLVED IN THE PROJECT.  
 THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES INVOLVED IN THE PROJECT.

DATE	REVISION

All that tract or parcel of land lying and being in the 161 Land Lot of the 4<sup>th</sup> Land District of Walton County Georgia, shown as 5.56 acres on a Survey for Cross Pointe Investments, LLC, dated 8/2/2022, Prepared by W.T. Dunahoo and Associates, L.L.C., said tract being more particularly described as follows:

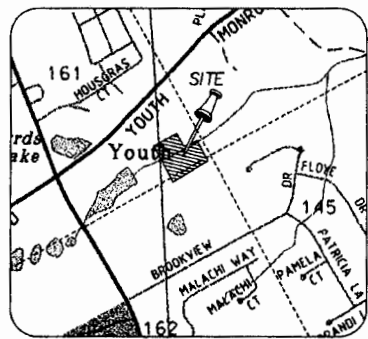
Commencing at the intersection of the westerly right of way of Georgia Highway 81 and the southerly 80 foot right of way of Youth Jersey Road, thence easterly following the southerly 80foot right of way of Youth Jersey Road to a ½" rebar, thence leaving said right of way South 46 degrees 01 minutes 46 seconds East a distance of 335.13 feet to a point, thence North 50 degrees 10 minutes 36 seconds East a distance of 50.00 feet to a ½" rebar, thence South 28 degrees 07 minutes 05 seconds East a distance of 108.58 feet to a ½" rebar, said ½" rebar being the ***Point of Beginning***, thence North 61 degrees 52 minutes 49 seconds East a distance of 340.28 feet to a ½" rebar, thence South 28 degrees 08 minutes 04 seconds East a distance of 210.81 feet to a point, thence South 28 degrees 08 minutes 04 seconds East a distance of 299.82 feet to a ½" rebar, thence South 59 degrees 19 minutes 15 seconds West a distance of 541.77 feet to a ½" open top pipe, thence North 28 degrees 07 minutes 05 seconds West a distance of 534.15 feet to a ½" rebar being and the ***Point of Beginning***.

**REFERENCES:**

1. SURVEY FOR TOM M. WAGES, SR. BY VON ITTER & MCGEE, INC., DATED: 10/08/2004. (P.B. 94, PG. 165)
2. SURVEY FOR CROSS POINTE INVESTMENTS LLC & SHERRI L. WILLETT BY GARMON LAND SURVEYING, DATED: 11/28/2017. (P.B. 113, PG. 177)
3. SURVEY OF DIVISION OF PARENT TRACT FOR CROSS POINTE INVESTMENTS BY CONFEDERATE SURVEYING ASSOCIATES, INC., DATED: 10/22/2015. (P.B. 111, PG. 19)

**SURVEYORS CERTIFICATION: (1)**  
 As required by subsection (d) of O.C.G.A. Section 15-8-87, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certification, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-8-87.

*W. T. Dunahoo*  
 W.T. Dunahoo (GA RES #1577)  
 8/4/2022  
 Date

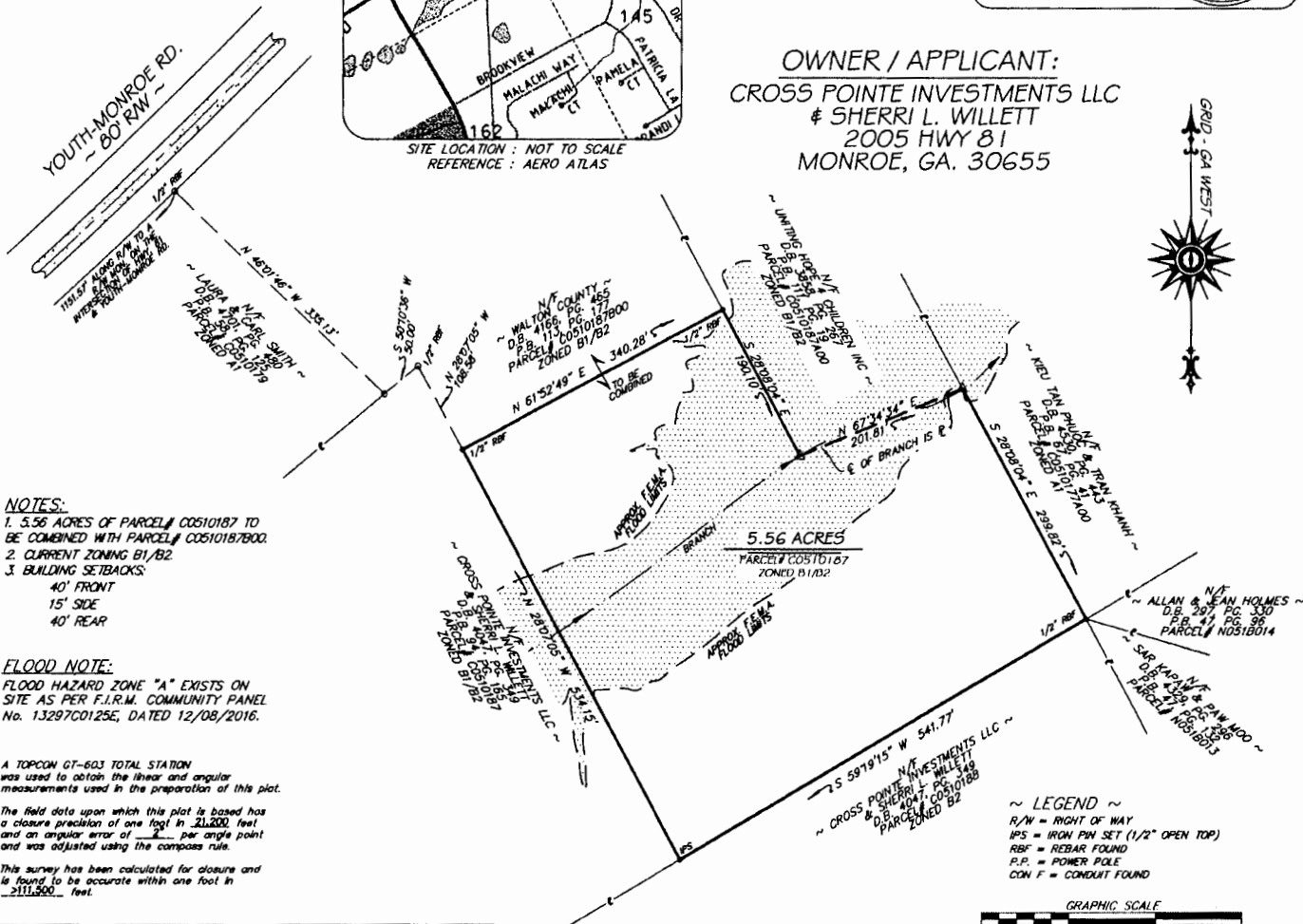


SITE LOCATION : NOT TO SCALE  
 REFERENCE : AERO ATLAS

**OWNER / APPLICANT:**  
 CROSS POINTE INVESTMENTS LLC  
 & SHERRI L. WILLETT  
 2005 HWY 81  
 MONROE, GA. 30655



THIS BLOCK IS RESERVED FOR THE CLERK OF SUPERIOR COURT



- NOTES:**
1. 5.56 ACRES OF PARCEL# C0510187 TO BE COMBINED WITH PARCEL# C0510187800.
  2. CURRENT ZONING B1/B2.
  3. BUILDING SETBACKS:  
 40' FRONT  
 15' SIDE  
 40' REAR

**FLOOD NOTE:**  
 FLOOD HAZARD ZONE "A" EXISTS ON SITE AS PER F.I.R.M. COMMUNITY PANEL No. 13297C0125E, DATED 12/08/2016.

A TOPCON GT-603 TOTAL STATION was used to obtain the linear and angular measurements used in the preparation of this plat.

The field data upon which this plat is based has a closure precision of one foot in 211,200 feet and an angular error of  $\frac{1}{2}$  per angle point and was adjusted using the compass rule.

This survey has been calculated for closure and is found to be accurate within one foot in  $\frac{1}{211,200}$  feet.

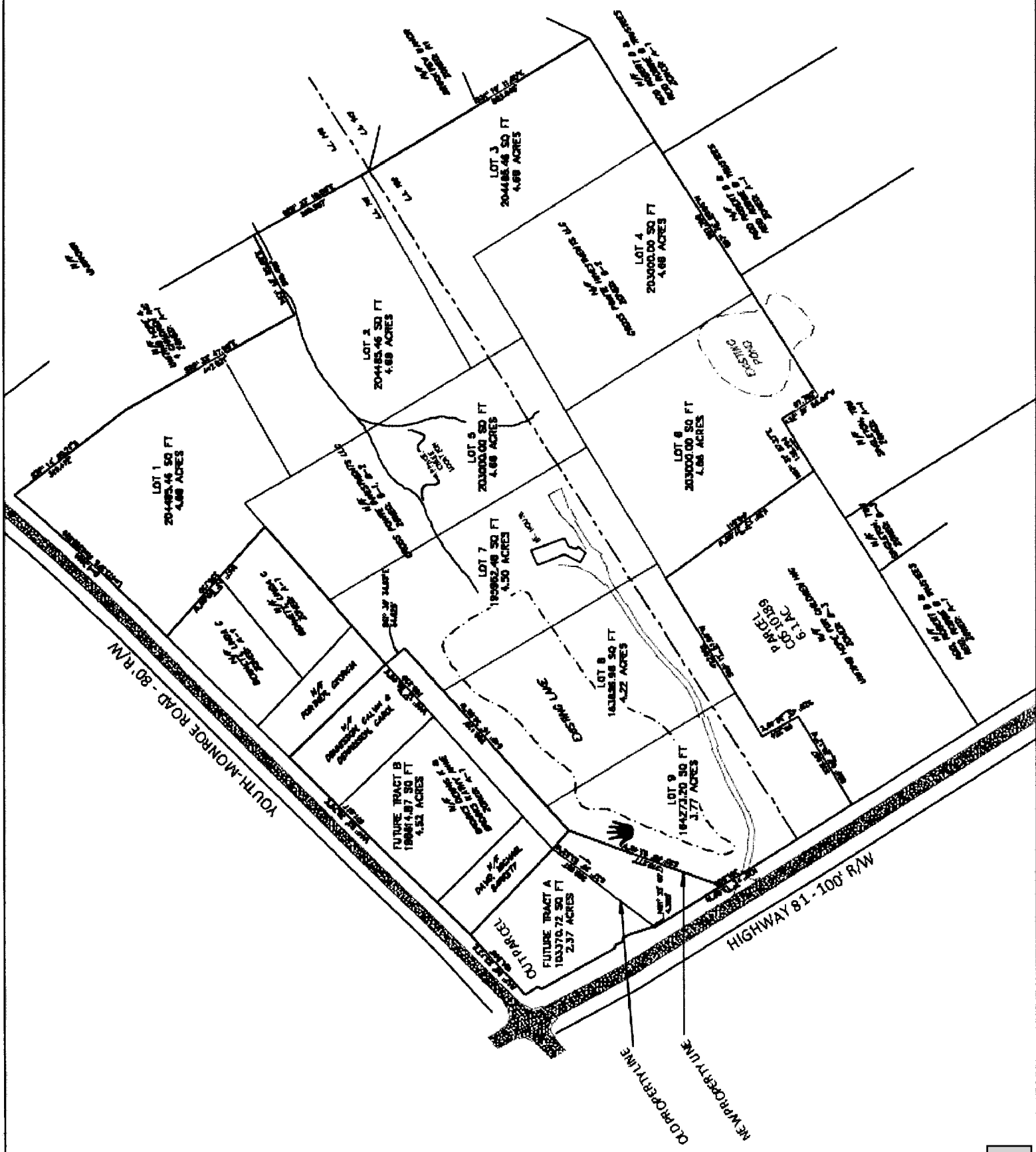
- ~ LEGEND ~**
- R/W = RIGHT OF WAY
  - IPS = IRON PIN SET (1/2" OPEN TOP)
  - RBF = REBAR FOUND
  - P.P. = POWER POLE
  - CON F = CONDUIT FOUND



SURVEY FOR		STATE OF GEORGIA	
<b>CROSS POINTE INVESTMENTS LLC</b>			
LAND LOT & DISTRICT	COUNTY	SCALE	DATE
LAND LOT 161, 4TH DISTRICT	WALTON	1"=100'	08/02/2022
W. T. DUNAHOO AND ASSOCIATES, L.L.C.			
P.O. BOX 183 302 W. HAY ST. MONROE, GEORGIA	(770) 867-3811		

**APPROVAL FOR RECORDING:**  
 THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS PLAT, MAP, OR PLAN FOR FILING:

approve once the BOC accepts the property \_\_\_\_\_  
 WALTON COUNTY PLANNING AND DEVELOPMENT  
 DATE \_\_\_\_\_



August 2, 2022

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, August 2, 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 (via telephone), Timmy Shelnett, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, Asst. Human Resources Director Andrea Taylor, 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 County 4-H BB team for winning the National Championship and the West Walton 5 & 6 year olds for winning the USSSA World Series.

County Manager John Ward presented departmental reports to the Board.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:22 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

**ADOPTION OF AGENDA**

*Motion: Commissioner Dixon made a motion to adopt the agenda. Commissioner Adams seconded the motion. The motion carried unanimously.*

**PLANNING COMMISSION RECOMMENDATIONS**

Planning Director Charna Parker presented the Planning Commission recommendations.

Approval of ZCU21030026 with condition - Rezone property to A for animal rescue & conditional use for an event facility - Applicant/Owner: Lisa McNair - Property located at 4931 & 5021 Center Hill Church Rd./ Rabbit Farm Rd. - Parcels C00290080 and 0078 - District 2

Chairman Thompson opened the public hearing on the matter. Applicant Lisa McNair, along with several neighboring residents, spoke in favor of the rezone and conditional use. Tim Thompson spoke in opposition. Chairman Thompson closed the public hearing on the matter.

*Motion: Commissioner Banks made a motion to approve, removing the condition of the Planning Commission and adding the condition that the property revert back to the original zoning if sold or no longer in operation. Commissioner Warren seconded the motion; voted and carried unanimously.*



Approval of Z22060001 - Rezone 11.40 acres from M1 to A1 - Applicant/Owner: Norma B Billingsley - Property located on Green Ave. - Map/Parcel C0090029B00 - District 2

Chairman Thompson opened the public hearing on the matter. James Billingsley presented the rezone request for applicant Norma Billingsley. There was no one present to speak in opposition. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Banks made a motion to approve the rezone. Commissioner Shelnett seconded the motion and all voted in favor.*

Approval of Z22060006 - Rezone 3.46 acres from A1 to R1 to create 1 additional lot - Applicant/Owner: John William Bush Jr - Property located at 660 Wood Hill Dr. - Map/Parcel C0570007 - District 1

Chairman Thompson opened the public hearing on the matter. Applicant John William Bush, Jr. spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

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

Approval of Z22060008 - Rezone 56.536 acres from A2 to R1OSC for a residential subdivision - Applicant: Reliant Homes GA LLC/ Owner: MFT Land Development LLC - Property located at 816 New Hope Church Rd. & New Hope Church Rd. - Map/Parcel C0730067 & 14C - District 1

Chairman Thompson opened the public hearing on the matter. Ned Butler with Reliant Homes spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Warren made a motion to approve the rezone as presented. Commissioner Shelnett seconded the motion; voted and carried unanimously.*

Approval of Z22060009 - Rezone 3.00 acres from A to A2 to create 2 buildable lots - Applicant: Roy Nunnally Roberts Jr/Owner: Roy Nunnally Roberts - Property located on Hwy. 138/550 Nunnally Farm Rd. - Map/Parcel C0770001 - District 5

Chairman Thompson opened the public hearing on the matter. Applicant Roy Roberts, Jr. spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Adams made a motion to approve the rezone. Commissioner Dixon seconded the motion and all voted in favor.*

Approval of Z22060024 - Rezone 5.00 acres from A1 to A for a dog kennel - Applicant: Marshall Roberts/Owner: Roy Nunnally Roberts -Property located at 54 Nunnally Farm Rd./Liberty Hill Church Rd. - Map/Parcel C0780029 - District 5

Chairman Thompson opened the public hearing on the matter. Applicant Marshall Roberts spoke in favor of the rezone. This would be a 35 dog boarding kennel. The 5 acres requested to be rezoned would be in the middle of 500 acres. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

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

## **RESOLUTIONS**

Finance Director Milton Cronheim presented Resolutions for adoption.

### Resolution - Adoption of 2022 Millage Rates for Walton County

**Motion:** *Commissioner Shelnett made a motion to adopt the 2022 millage rate of 10.413 for unincorporated and incorporated areas of Walton County and a millage rate of 01.335 for special fire districts. Chairman Thompson seconded the motion and all voted in favor.*

### Resolution - Adoption of Walton County Board of Education 2022 Millage Rate

**Motion:** *Commissioner Banks made a motion to adopt the Walton County Board of Education 2022 millage rate of 17.737 for maintenance and operations and a 2.134 millage rate for debt service. Commissioner Shelnett seconded the motion; voted and carried unanimously.*

### Resolution - FY23 Budget Amendments

**Motion:** *Commissioner Adams made a motion, seconded by Commissioner Banks to approve and adopt the FY23 Budget Amendments presented. Commissioners Warren, Banks, Shelnett and Adams voted in favor. Commissioner Dixon opposed the motion. The motion carried 4-1.*

### Resolution - Adopting Project Length Budget for Courtroom #2 and Amending Budget

**Motion:** *Commissioner Shelnett made a motion to adopt the project length budget and budget amendment for the Courtroom #2 renovation project. Chairman Thompson seconded the motion and all voted in favor.*

### Resolution - Adopting Project Length Budget for Resurfacing Projects and Amending Budget

**Motion:** *Commissioner Adams made a motion, seconded by Commissioner Warren to adopt the project length budget for resurfacing projects and budget amendment. All voted in favor.*

### Resolution - Adopting Project Length Budget for Public Works Parts Building and Amending Budget

**Motion:** *Commissioner Dixon made a motion, seconded by Commissioner Adams to adopt the*

*project length budget and budget amendment for the Public Works Parts Building. All voted in favor.*

Resolution and Intergovernmental Agreement - 2022 Transportation Special Purpose Local Option Sales Tax

**Motion:** *Commissioner Adams made a motion, seconded by Commissioner Shelnutt to adopt and approve the Resolution and Intergovernmental Agreement authorizing the imposition of a 1% Transportation Special Purpose Local Option Sales Tax. All voted in favor.*

**ADMINISTRATIVE CONSENT AGENDA**

- 1. Approval of July 12, 2022 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Agreement – School Resource Officer Program Expansion
- 4. Agreement – Renewal Correct Health – Inmate Medical

**Motion:** *Commissioner Adams made a motion to approve the Administrative Consent Agenda. Commissioner Shelnutt seconded the motion and all voted in favor.*

**HUMAN RESOURCES**

2023 Proposed Holiday Schedule

Assistant HR Director Andrea Taylor presented the 2023 proposed holiday schedule adding two additional holidays as recommended by the Employee Benefits Committee. The additional holidays are Juneteenth and Veterans Day.

**Motion:** *Commissioner Warren made a motion, seconded by Commissioner Dixon to approve the additional holidays and the 2023 Proposed Holiday Schedule. All voted in favor.*

**CONTRACTS**

Contract - Shared Savings Agreement - P3 Cost Reduction Analysts

County Manager John Ward presented a proposed Shared Savings Agreement. The program is designed to obtain rebates and reductions in the areas of utilities and wireless telecom. We would have the ability to exclude current price reduction projects already being negotiated. Any cost savings would be shared.

**Motion:** *Commissioner Adams made a motion to approve the contract. Commissioner Dixon seconded the motion; voted and carried unanimously.*

**ACCEPTANCE OF BIDS/PROPOSALS**

Acceptance of Proposal - Anglin Road Property Lease II

**Motion:** Commissioner Shelnuttt made a motion to accept the proposal from Paul Jones in the amount of \$250.00 for lease of the property through 2022. Commissioner Adams seconded the motion. All voted in favor.

## **APPOINTMENTS**

### Appointment – O’Kelly Memorial Library Board

**Motion:** Commissioner Adams made a motion to appoint Vicki Smith to the O’Kelly Memorial Library Board for a six-year term to expire June 30, 2028. Commissioner Banks seconded the motion; voted and carried unanimously.

### Voting Delegate - ACCG 2022 Legislative Leadership Conference

**Motion:** Commissioner Banks made a motion to appoint Chairman Thompson as voting delegate for the ACCG 2022 Legislative Leadership Conference. Commissioner Adams seconded the motion. All voted in favor with the Chairman abstaining.

## **DISCUSSION**

There was no further discussion.

## **EXECUTIVE SESSION**

**Motion:** At 7:28 p.m., Commissioner Adams made a motion, seconded by Commissioner Shelnuttt to enter into Executive Session to discuss litigation matters. All voted in favor.

**Motion:** At 7:35 p.m., Commissioner Adams made a motion, seconded by Commissioner Warren to re-enter regular session. Commissioner Banks was not available for the vote. Commissioners Warren, Shelnuttt, Adams and Dixon voted in favor. The motion carried. Commissioner Banks re-entered the regular session.

**Motion:** Commissioner Shelnuttt made a motion, seconded by Commissioner Adams to authorize the purchase of 130 Court Street from William Coleman in the amount of \$166,900. All voted in favor.

## **ADJOURNMENT**

**Motion:** Commissioner Dixon made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:36 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

September 6, 2022

The Walton County Board of Commissioners held a called meeting on Tuesday, September 6, 2022 at 5:30 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Mark Banks, Jeremy Adams, Lee Bradford and Kirklyn Dixon (via phone), County Clerk Rhonda Hawk, Finance Director Milton Cronheim, County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 5.53 p.m. and led the Pledge of Allegiance and invocation.

**ADOPTION OF AGENDA**

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

**RESOLUTION**

Resolution - Re-Adoption of 2022 Millage Rates for Walton County

***Motion:** Commissioner Adams made a motion to re-adopt the 2022 millage rate of 10.413 for unincorporated and incorporated areas of Walton County and a millage rate of 01.335 for special fire districts. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Adams, Banks and Dixon voted in favor. Commissioner Bradford opposed the motion. The motion carried 4-1.*

**ADJOURNMENT**

***Motion:** Commissioner Bradford made a motion, seconded by Commissioner Banks, to adjourn the meeting. The motion carried and the meeting was adjourned at 5:58 p.m.*

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

\_\_\_\_\_  
DAVID G. THOMPSON, CHAIRMAN

\_\_\_\_\_  
RHONDA HAWK, COUNTY CLERK

Department	Fund	Description	Payee	Amount
<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>\$111,661.00</b>
<b>100</b>		Supplemental Employee and Paid Voluntary Ins - 09/01/2022 - 9/30/2022	One America	<b>\$32,576.99</b>
<b>100</b>		Various Polymer Pipe Purchased	Cherokee Culvert Company, Inc.	<b>\$29,535.67</b>
<b>100</b>		Screed, Misc Parts	Yancey Brothers Co	<b>\$10,286.28</b>
<b>100</b>		General Gmax Justice Tires (100)	Bestdrive, LLC	<b>\$13,367.00</b>
<b>100</b>		Postage - <b>For the Record</b>	Postmaster	<b>\$30,000.00</b>
<b>100</b>		LVAP Per OCGA 15-21-132 -December 2021 - <b>For the Record</b>	Local Victims Assistance Fund	<b>\$7,732.05</b>

**Other Finance**

9610 **610**

**Board of Commissioners**

<b>100</b>		Lobbying Services - August 2022	Holland & Knight LLP	<b>\$17,500.00</b>
<b>100</b>		Lobbying Services - September 2022	Holland & Knight LLP	<b>\$17,500.00</b>

**Finance Administration**

1530	<b>100</b>	Legal Defense	Atkinson/Ferguson	<b>\$7,332.42</b>
	<b>100</b>	General Legal Fees - August 2022	Atkinson/Ferguson	<b>\$25,488.79</b>
	<b>100</b>	Assistance with GEFA related to Water treatment Facility	Gilbert, Harrell, Sumerford & Martin PC	<b>\$5,000.00</b>

**Data Processing/MIS**

1535	<b>100</b>	Microsoft 365 Apps - Subscription License	Shi International Corp	<b>\$78,966.00</b>
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	100		Dell Unity Pro Support	Shi International Corp	\$11,945.36
	100		Lenovo Thinkpad E15 Laptops (10)	Byte Speed, LLC	\$7,950.00
<b>Data Processing/MIS - SPLOST</b>					
	1535.19	323	2022 Ford Escape (1) & 2022 Ford Explorer (1) - <b>For The Record</b>	Akins Ford Corp	\$71,255.00
<b>GIS</b>					
	1537	100	Parcel Maintenance and Off-Site Consulting GIS Aerials	GIS1, LLC	\$5,788.00
<b>General Gov Bldgs</b>					
	1565	100	Oil Line Repair - Judges Elevator	Premier Elevator	\$42,879.55
		100	Lobby X-Ray Machine - Service Agreement	Rapiscan	\$9,680.00
		100	Removal of 3 Oak Trees at Historic Courthouse	Premier Tree and Shrub	\$9,150.00
<b>Gen Gov Bldgs - SPLOST</b>					
	1565.19	323	2022 Ford Truck S-DTY - F250 (1)	Akins Ford Corp	\$61,208.00
		323	2022 Ford Truck S-DTY - F250 (1)	Akins Ford Corp	\$55,968.29
		323	2022 Ford Truck S-DTY - F250 (1)	Akins Ford Corp	\$56,773.29
		323	New Extension Office - Septic Tank	Bruce Peters Backhoe/Septic Svc	\$8,050.00
<b>District Attorney</b>					
	2200	100	Police Radio	Motorola Solutions	\$5,009.62
<b>Juvenile</b>					
	2600	100	Indigent Defense	Law Office of Jennifer Watts	\$9,458.70
<b>Jail</b>					
	3325	100	Specialty Care Expense Overage for Inmate Medical Service	Correct Health	\$30,536.65
		100	Inmate Medical - October 2022; July, Aug, Sept, 2022 - Rate Adjustment	Correct Health	\$141,666.77
		100	Specialty Care Expense Overage for Inmate Medical Service	Correct Health	\$27,163.97
		100	Inmate Meals - July 10, 22 - July 24, 22	Kimble's Food By Design, Inc.	\$51,626.13
		100	Inmate Meals - August 8, 22 - August 28, 22	Kimble's Food By Design, Inc.	\$50,576.51
		100	Monitoring Fee & Activation Fee - July 2022	Joe Ray Bonding	\$18,722.00
		100	Housed out Inmates - July 2022	Washington County Board of Commissioners	\$45,925.00
		100	Inmate Supplies	Bob Barker Company, Inc.	\$14,100.00



		<b>100</b>	Guardian Boards (10), Film (10) and Property Bags (20)	CPI/Guardian	<b>\$8,043.00</b>
		<b>100</b>	Inmate Cleaning Supplies, Toilet Paper, Detergent, Trash Bags	Galco Industrial Safety and Supply	<b>\$15,826.00</b>
<b>Sheriff</b>					
	3300	<b>100</b>	Vehicle Equipment for Chev Traverse - CID Units (2)	West Chatham Warning Devices, Inc.	<b>\$13,385.46</b>
<b>Sheriff - SPLOST</b>					
	3300.19	<b>323</b>	X Ray Scan Machine (1) and Metor 900M WTMD with Cross Piece (1)	Rapiscan Systems, Inc.	<b>\$35,149.50</b>
<b>Fire Fighting - SPLOST</b>					
	3520.19	<b>323</b>	Paratech Heavy Vehicle Extrication Kit (1)	Georgia Fire & Rescue Supply	<b>\$57,014.00</b>
		<b>323</b>	Hustler X-Ones/27HP Kawasaki Engine (2)	Smith Equipment Repair, LLC	<b>\$17,418.80</b>
<b>EMS</b>					
	3610	<b>531</b>	Ambulance Billing - July 2022	Emergency Billing Inc	<b>\$20,408.59</b>
		<b>531</b>	Miscellaneous Medical Supplies	Boundtree Medical	<b>\$6,120.06</b>
<b>E-911</b>					
	3800	<b>215</b>	Whitney Tower Generator Repair	Kraft Power	<b>\$16,525.27</b>
		<b>215</b>	MAP Contract Payment	Motorola Solutions, Inc	<b>\$949,312.00</b>
<b>E-911 - SPLOST</b>					
	3800.19	<b>323</b>	911 HVAC Units(4) and Vertical Package Units (2)	Johnstone Supply Company	<b>\$47,150.00</b>
<b>Animal Control</b>					
	3910	<b>100</b>	Lighting & Installation for 2022 Dodge Durango	Dana Safety Supply, Inc	<b>\$8,620.12</b>
<b>Roadways &amp; Walkways</b>					
	4220	<b>100</b>	General Engineering	Precision Planning, Inc	<b>\$8,540.02</b>
		<b>100</b>	Concrete Demo Replacement - Various County Locations	MHB Paving, Inc	<b>\$47,650.00</b>
		<b>100</b>	Asphalt - Primeose Lane	E.R. Snell Contractor, Inc	<b>\$35,397.00</b>
<b>Roadways &amp; Walkways - SPLOST 2019</b>					
	4220.19	<b>323</b>	CRS Tack - Paving Projects	Garrett Paving	<b>\$5,716.25</b>
		<b>323</b>	Asphalt - Clegg Farm Road	E.R. Snell Contractor, Inc	<b>\$126,180.60</b>
		<b>323</b>	Asphalt - Leroy Anderson Road	E.R. Snell Contractor, Inc	<b>\$189,200.00</b>
		<b>323</b>	Asphalt - Bearden Road	E.R. Snell Contractor, Inc	<b>\$265,116.60</b>
		<b>323</b>	Asphalt - Bethel Church Road	E.R. Snell Contractor, Inc	<b>\$164,187.60</b>
		<b>323</b>	CRS Tack - 2022 SPLOST Paving	Garrett Paving	<b>\$6,481.25</b>
		<b>323</b>	Asphalt Paver (1)	Yancey Brothers co	<b>\$519,142.00</b>
<b>Traffic Engineering</b>					
	4270	<b>100</b>	Stop Sign Solar Kit	Tran Safe	<b>\$14,363.40</b>

4405	<b>508</b>	Professional Services - July 1, 2022 through July 31, 2022 - <b>For the Record</b>	Atkinson Ferguson, LLC	<b>\$434.50</b>
<b>Water Operations Administ</b>				
4415	<b>507</b>	Water Department Tree & Debris Clean-Up/Tree Removal	Scarborough Tree	<b>\$8,800.00</b>
<b>Water</b>				
4446	<b>507</b>	Drinking Water Fees 7/2022 - 6/2023 - <b>For the Record</b>	Drinking Water Fees	<b>\$9,200.00</b>
	<b>507</b>	Intergovernmental Agreement - Walnut Grove - July 2022	City of Walnut Grove	<b>\$8,086.55</b>
	<b>507</b>	2022 Chevrolet 4500 Truck w/ Utility Body and Hitch (1)	Hardy Chevrolet Pontiac	<b>\$74,393.00</b>
	<b>507</b>	Water Purchased from Newton County - August 2022	Cornish Creek	<b>\$176,838.00</b>
	<b>507</b>	Water Purchased from Oconee County - August 2022	Oconee County Water Resources	<b>\$7,660.95</b>
	<b>507</b>	Cold Patch	E. R. Snell Contractor, Inc	<b>\$5,000.00</b>
	<b>507</b>	Water and Sewer Purchased - Monroe - July 2022	City of Monroe Combined Utilities	<b>\$5,317.65</b>
	<b>507</b>	Purchased Unleaded Fuel and Diesel Fuel	Stephen's Oil Company	<b>6,951.76</b>
	<b>507</b>	Purchased Unleaded Fuel and Diesel Fuel	Stephen's Oil Company	<b>5,715.81</b>
	<b>507</b>	Concrete	Ernst Concrete	<b>5,000.00</b>
	<b>507</b>	Outsourcing Bills and Postage for Bills	Arista Information Systems, Inc	<b>9,708.14</b>
	<b>507</b>	Hydrant Repairs	Georgia Hydrant Services, Inc.	<b>15,000.00</b>
	<b>507</b>	Purchased Water - Ozora and Rosebud Rd.	Gwinnett Co Dept of Water Resources	<b>47,796.21</b>
	<b>507</b>	Sod	Super Sod	<b>5,000.00</b>
	<b>507</b>	Crush and Run	Hanson Aggregates	<b>5,000.00</b>
<b>Water - American Rescue</b>				
4446.21	<b>257</b>	Purchase of Various Pipe	Consolidated Pipe & Supply Co, Inc.	<b>1,016,526.00</b>
<b>Solid Waste</b>				
4530	<b>540</b>	Tipping Fees - July 2022	City of Monroe Public Works	<b>\$16,345.01</b>
<b>Solid Waste - SPLOST</b>				
4530.19	<b>323</b>	2024 Mack Roll-Off w/2023 GALFAB Hoist (1)	Nextran Truck Center	<b>\$202,400.00</b>
<b>Recyclables Operations</b>				
4550	<b>540</b>	8yd and 6yd Cardboard Containers (5)	KWB Recycling	<b>\$6,575.00</b>
<b>Park Areas - SPLOST</b>				
6220.19	<b>323</b>	30 ton Roof Top Unit - Meridian Gym	Trane U.S., Inc.	<b>\$48,470.00</b>
	<b>323</b>	Clean, Sealcoat and Re-stripe, Existing Asphalt - Criswell Parking Lot	Medders Sealcoating & Striping, LLC	<b>\$25,048.75</b>
	<b>323</b>	Zero Turn Mower Hohler Engine (3)	Stephens Repair Shop	<b>\$39,337.92</b>
	<b>323</b>	Zero Turn Mower (1)	Stephens Repair Shop	<b>\$30,665.67</b>

**County Extension Service**

7132     **100**

Office Equipment - Bookshelves, Tables, Pedestals, Filing  
Cabinets, etc.

Logiflex, Inc.

**\$17,378.25**

**\$5,497,975.73**

# Walton County Department Agenda Request

---

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **September 13, 2022**

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

If so, When?

TOPIC: **Surplus**

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

This Request: Informational Purposes Only Needs Action by Commissioners\* **Yes**

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

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

If so, has a copy of the documentation been forwarded to County Attorney? **N/A**

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

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

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

Approved in current budget?

Budget information attached?

Comments:

---

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**Walton County Miscellaneous Surplus**

Item 7.4.

Items released as County Surplus Property on 13th day of September, 2022

<b>QTY</b>	<b>Dept. or ID #</b>	<b>Description (make/model/year if Applicable)</b>	<b>Serial / V.I.N.</b>
1	Magistrate	Clock	
1	Magistrate	Mouse	3882B656
1	Magistrate	Phone-Shoulder Rest	
1	Magistrate	Blue & Silver Stapler	
2	Magistrate	Bostitch Stapler	
1	Magistrate	Wireless Mouse	IVR-61025
1	Magistrate	Name Plate	
1	Magistrate	Expired Notary Stamp 2000 Plus	
2	Magistrate	Expired Notary Stamp Ideal 400R	
1	Magistrate	Expired Outgoing Stamp	
7	Magistrate	Expired Date Stamp 2000 Plus 2360	
1	911	Brothers Fax Machine	UU3274D6J260768
1	911	Shredder-Doesn't Work	
1	Public Works	Brothers Fax Machine	
2	SO	Broken Office Chairs	
1	Juvenile	Broken Leather Arm Chair	
1	DA's	Broken Office Chair	
1	EMA	Konica Minolta-Bizhub 350	3111 7126
1	Tax Assessors	Minolta Bizhub 200-Broken	3111 5605
1	Tax Assessors	Battery Back-up	3B0628X05514
2	Tax Assessors	Sharp Calculators	0D002445/4B005591
1	Tax Assessors	Auto Stapler-Broken	

**Summary of Actions Taken at the August 3, 2022 Meeting of the  
Walton County Water and Sewerage Authority**

- Agenda of August 3, 2022 Meeting approved.
- Minutes of the March 3, 2022 Meeting approved.
- Approved proceeding with finalizing grant award.
- Approved for Walton County to proceed with mulching future recreation area and to pursue a long-term lease with Walton County for the County's Recreation Department to operate and maintain the Boat Ramp, Restroom Facility, future Walking Trails and other amenities to be located on WCWSA property.



August 16, 2022

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

RE: ACCG - Group Health Benefits Program *Health Promotion & Wellbeing Grant*

Dear Chairman Thompson:

ACCG, Georgia's County Association, is pleased to announce that **Walton County** has been awarded the *Health Promotion & Wellbeing Grant* in the amount of **\$7000** from the ACCG GHBP Health Promotion & Wellness Program. Walton County was selected based on its grant application and commitment to employee health. A press release is enclosed to publicize the award.

Wellness programs have a demonstrated track record of improving employee health and quality of life while reducing medical claims and improving workplace morale. Walton County was one of 20 members participating in the ACCG - Group Health Benefits Program this year that qualified for a *Health Promotion & Wellbeing Grant*. This is the 19<sup>th</sup> year that ACCG - Group Health Benefits Program has awarded the ACCG GHBP *Health Promotion & Wellbeing Grants* to assist members in developing or expanding employee health promotion activities.

Please note that the designated HEALTH PROMOTION CHAMPION is required to attend one of the Local Government Risk Management Services (LGRMS) *Health Promotion Champion Training* workshops being offered. See attached flyer and registration is available at [www.lgrms.com](http://www.lgrms.com).

September 13	Tifton/Tift County	UGA Tifton Conference Center
September 14	Metter/Candler County	Georgia Grown Innovation Center
September 15	Macon/Macon-Bibb County	Anderson Conference Center
September 27	Gainesville/Hall County	Gainesville Civic Center
September 28	Cartersville/Bartow County	Clarence Brown Conference Center

Upon completion of the LGRMS *Health Promotion Champion Training*, Walton County will receive the first half of the ACCG GHBP *Health Promotion & Wellbeing Grant* in the amount of \$3500, with the balance of \$3500 to be issued after the mid-point reporting.

Please contact Ben Pittarelli at 404.589.7840 or Sherea Robinson of LGRMS Health Promotion Services at 678.686.6281 for more information on the ACCG GHBP Health Promotion & Wellness Program.

Sincerely,

Ben Pittarelli  
Health Program & Insurance Marketing Director

cc: ~~Ms.~~ Melissa Rusk



191 Peachtree Street, Suite 700, Atlanta, GA 30303 | Tel: (404) 522-5022 | FAX: (404) 522-1897 | Website: www.accg.org

## PRESS RELEASE

FOR IMMEDIATE RELEASE

### WALTON COUNTY

### RECEIVES

### ACCG – GROUP HEALTH BENEFITS PROGRAM HEALTH PROMOTION & WELLBEING GRANT

**ATLANTA, GA (August 2022)** – **Walton County** was recently awarded the ACCG – Group Health Benefits Program *Health Promotion & Wellbeing Grant* by ACCG, Georgia's County Association.

**Walton County** is one of 20 members to receive the ACCG GHBP *Health Promotion & Wellbeing Grant* based on its commitment to employee health and demonstrated collaboration with other community groups and organizations engaged in health promotion.

"A successful wellness program is designed to encourage healthy lifestyles, which helps to control health care costs and contribute to a happier, more productive workforce", said Chatham County Commissioner and President of the ACCG GHBP Board of Directors, Patrick Farrell. "Wellness programs greatly benefit everyone...the employees, their families and the employer."

The ACCG GHBP *Health Promotion & Wellbeing Grants* are awarded statewide to the members that undertake health and wellness initiatives to transform their living and working communities into healthier environments. The grants provide assistance in promoting worksite programs designed to enhance the health and wellness of county employees and family members.

As part of the grant process, the member designates a HEALTH PROMOTION CHAMPION to develop a workplace health promotion action plan and attend the *Health Promotion Champion Training* workshop offered by Local Government Risk Management Services (LGRMS). In addition, employees will be offered a confidential health assessment program using a Health Risk Appraisal, with blood pressure screening and health improvement feedback.

Wellness programs have a reliable track record of improving employee health and quality of life while reducing medical claims and improving workplace morale. ACCG offers wellness services to all members through LGRMS, a not-for-profit agency operated jointly with the Georgia Municipal Association.

The Association County Commissioners of Georgia – Group Health Benefit Program is available to all ACCG members. Currently, 52 counties and authorities participate in the health plan, and all are eligible to apply for the *Health Promotion & Wellbeing Grants* on an annual basis. ACCG is pleased to support Georgia counties in this important endeavor.

###



**CLINICAL SERVICES AGREEMENT  
BETWEEN  
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
UNIVERSITY HEALTH CENTER PHARMACY  
AND  
WALTON COUNTY, GEORGIA**

This CLINICAL SERVICES AGREEMENT ("Agreement") is made and entered into this 22<sup>th</sup> day of August 2022 (the "Effective Date") by and between WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County") and THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF UNIVERSITY HEALTH CENTER PHARMACY (the "Institution").

WHEREAS, pursuant to O.C.G.A. § 43-34-26.1, pharmacists employed by the Institution have entered into a valid and binding Vaccine Protocol Agreement, substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference, with a physician engaged in the active practice of medicine;

WHEREAS, the County desires to engage the Institution to provide influenza vaccines and pharmacists to administer said vaccines to its employees and their spouses;

WHEREAS, the Institution desires to provide influenza vaccines and pharmacists to administer said vaccines to employees of the County and their spouses; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Incorporation of Recitals. The provisions and recitals set forth above are, and shall be construed to be, an integral part of this Agreement and are incorporated herein by this reference.
2. Institution Responsibilities. The Institution shall provide influenza vaccines and pharmacists to administer said vaccines to employees of the County and their spouses in accordance with the following:
  - a. The Institution shall order a minimum of one hundred and fifty (150) influenza vaccines and use its best efforts to ensure shipment thereof prior to the County's Health Fair, currently scheduled for October 13, 2022 and October 14, 2022. In the event of a partial fill by its distributor, the Institution shall contact the County as soon as possible so that alternate provisions can be made.
  - b. The Institution shall ensure that a sufficient number of pharmacists who have entered into the Vaccine Protocol Agreement referenced herein above are available to administer influenza vaccines to employees of the County and their spouses at the County's Health Fair.

- c. The Institution shall ensure that the pharmacists administering the influenza vaccine abide by the requirements of O.C.G.A. § 43-34-26.1, including but not limited to the terms of the Vaccine Protocol Agreement referenced hereinabove, have relevant knowledge and are appropriately trained in the provision and administration of influenza vaccines, and are aware of and operate within local protocols.
  - d. The Institution shall have a standard operating procedure in place for providing and administering influenza vaccines, including but not limited to procedures to ensure cold chain integrity, i.e., storing vaccines in accordance with the manufacturer's instructions and using maximum/minimum thermometers for the monitoring of refrigerator performance.
  - e. The Institution shall allocate a safe place to store equipment required for the provision and administration of influenza vaccines and the resultant clinical waste. The Institution shall ensure that pharmacists are made aware of the risk associated with the handling of clinical waste and the correct procedures used to minimize those risks. The Institution shall dispose of clinical waste using appropriate measures.
  - f. The Institution shall provide appropriate protective equipment, including gloves and materials to deal with spillages, and have them readily available and close to the site used to store and administer the influenza vaccine. The Institution shall ensure that a needle stick injury procedure is in place.
  - g. Following its provision and administration of influenza vaccines pursuant to this Agreement, the Institution shall invoice the County for payment related thereto at a rate of \$22.00 per influenza vaccine so administered.
3. County Responsibilities.
- a. The County shall provide the Institution with the names of its employees and their spouses prior to the County's Health Fair.
  - b. The County shall provide the location for the provision and administration of influenza vaccines at its Health Fair, including a pre-vaccination waiting area, screening area, vaccination area and post-vaccination area.
  - c. The County shall provide a telephone which can be utilized to call 911 in the event of an emergency.
  - d. The County shall reimburse the Institution \$22.00 per influenza vaccine administered pursuant to this Agreement. Payment shall be made by the County in the ordinary course of business after receipt of an invoice from the Institution as provided herein.
4. Term. This Agreement shall commence on the Effective Date and continue in full force and effect until August 25, 2023.
5. Termination. The County may terminate this Agreement for any reason whatsoever immediately upon notice to the Institution. In the event of such termination by the County, the County shall compensate the Institution for all services performed up to the date of termination.

- 6. Entire Agreement. This Agreement incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their agreement.
- 7. Modifications. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both parties.
- 8. Governing Law. This Agreement is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement as of the Effective Date.

**COUNTY:**

WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[COUNTY SEAL]

**INSTITUTION:**

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF UNIVERSITY HEALTH CENTER PHARMACY

By: \_\_\_\_\_  
Beau Seagraves  
Interim Executive Director  
University Health Center  
The University of Georgia

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

**CONTRIBUTION AGREEMENT  
GACD-02-20-008  
BETWEEN THE  
GEORGIA ASSOCIATION OF CONSERVATION DISTRICTS, INCORPORATED  
AND THE  
WALTON COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_, 2022, by and between the WALTON COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the “Provider”); and the Georgia Association Of Conservation Districts, Incorporated (hereinafter referred to as the “GACD”).

**I. PURPOSE:**

This long-term conservation partnership serves to facilitate the implementation of planned conservation practices. This “partnership” is to assist interested landowners with the NRCS application process and conservation practice implementation. The Provider is responsible for providing technical support to participants for planned conservation as outlined in this agreement. The task involves the following technical support:

- Assisting landowners with Farm Bill Program application process
- Design and layout of conservation practices.
- Activities associated with various Farm Bill conservation programs contract development and management
- Contract planning
- Eligibility determinations
- Processing applications

All technical assistance provided must meet USDA-Natural Resources Conservation Service (NRCS) standards and specifications as set forth in its Departmental manuals, handbooks, and Field Office Technical Guide, conservation planning, conservation practice application, and other areas of technical assistance.

**II. OBJECTIVES:**

Under the provisions of this agreement NRCS is assigned responsibility of managing the technical assistance supplied by the Provider to landowners to plan and implement conservation practices on eligible land, manage easements, and complete evaluation and monitoring of completed practices. This agreement will support the objectives of both organizations and will leverage their capabilities to efficiently and effectively implement conservation activities as outlined in the Agriculture Improvement Act of 2018 and subsequent Farm Bills.

**III. RESPONSIBILITIES OF THE PARTIES**

**A. GACD will**

- Provide a list of program participants to county personnel contracted through the Provider, that have scheduled conservation practices, as identified in Part IV, Section

A, **Expected Accomplishments and Deliverables**, and identify and prioritize work assignments at the field office level.

- Provide technical guidance to the Provider and the county personnel maintained through this agreement when requested and provide clarity on work plan and other agreement details.
- Provide working materials and equipment needed to perform duties and to bear the cost of operation, maintenance and repair of equipment except for cost due to gross negligence by the Provider. NRCS accident reporting procedures will be followed.
- Coordinate reimbursement of the Provider on a quarterly basis upon receipt of properly completed required documentation. Documentation must include a detailed list of accomplishments utilizing the Deliverable Tracking Report as referenced in Part IV, Section A, **Expected Accomplishments and Deliverables**. GACD costs share shall not exceed the total obligation as identified in Part VI, **Resources Required**, equal to no more than **\$40,000.00**
- Review all new technologies and innovative practices, including applicable standards and specifications, prior to initiating those technologies and practices.
- Provide quality assurance for services provided under the agreement.

B. PROVIDER will:

- Provide employees to perform technical services in the State of Georgia.
- As identified in this Statement of Work, Part IV, Section A, **Expected Accomplishments and Deliverables** and Part VI, **Resources Required**, provide administrative and technical assistance to private landowners in conserving, improving, and enhancing their natural resources as well as in-kind supplies and services. The total cash supplied by the Provider will be **\$40,000.00**
- Provide technical assistance to participants as described in this Statement of Work and Part IV, Section A, **Expected Accomplishments and Deliverables**. Ensure personnel meet the GACD qualification standards for assigned responsibilities and for operation of equipment to perform those responsibilities.
- Ensure the Provider personnel maintained through this agreement, remain current with all training and certification requirements, to obtain and keep USDA NRCS Level II Computer Access current and up to date. This includes reporting changes to records and completing required Ag Learn courses when appropriate.
- Use existing NRCS policy, training procedures, and supervisory guidelines to ensure that all provided assistance meets NRCS standards.

- Comply with the special provisions included in this agreement and to work within this agreed-to **Statement of Work** and Part VI, **Resources Required**. Meet applicable NRCS standards, specifications, and program requirements. Be consistent with the conservation program goals and objectives in the agreement; and incorporate, where appropriate, low cost alternatives that would address the resource issues and meet the objectives of both the program and program participants for which assistance is provided.
- Limit request for reimbursement for technical assistance provided as described in this **Statement of Work**, Part IV, Section A, **Expected Accomplishments and Deliverables** and Part VI, **Resources Required**.
- Be responsible for gross negligence during use of any NRCS property and to reimburse the NRCS for such costs. Gross negligence is defined as willful destruction of NRCS property.
- If applicable, the Provider shall carry liability insurance to operate a government vehicle in the amount of a minimum of \$500,000 and provide a certificate of insurance to GACD. Nongovernment employees will not drive government vehicles unless proof of insurance is made available to GACD.
- Provide at least fifty (50) percent of the cost of the technical assistance listed in Part IV, Section A, **Expected Accomplishments and Deliverables**. The Provider must match the USDA funds awarded on dollar-for-dollar basis from non-Federal sources.
- Request reimbursement from GACD for GACD's share as referenced in this Statement of Work, and the **General Terms and Conditions of this Agreement**. Total reimbursement shall not exceed the GACD portion referenced in Part VI, **Resources Required**. Reimbursement shall be requested through the use of:
  - Documentation must include a detailed list of accomplishments utilizing the Deliverable Tracking Report as referenced in Part IV, Section of A, **Expected Accomplishments and Deliverables**.
  - **Deliverables Tracking Report** must be certified, signed, and dated by the appropriate Walton County official and the NRCS District Conservationist with the following statement: *"I certify that, to the best of my knowledge, this bill has not been previously submitted and that program accomplishments will meet planned activities under this agreement. I have examined and certify that this request is correct for payment."*
- Requests for Reimbursement shall be no more often than every 30 days for the period this agreement is in force
- Requests for Reimbursement shall be submitted via email to an address given.
- Warrant that the technical services provided:

- Comply with all applicable Federal, State, and Tribal and local laws and requirements;
- Are consistent with the conservation program goals and objectives in the agreement
- Incorporate, where appropriate, low-cost alternatives that would address the resource issues and meet the objectives of both the program and program participants for which assistance is provided.
- Be subject to the same rules and regulations that apply to NRCS and other USDA employees when using Government owned property or equipment.

#### IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

A. Deliverables associated with this agreement include item listed in table A.1 and the following:

- Submit the Deliverables Tracking Report when requesting any payment.

Table A.1 Lists the Practice Development, Review and Certification deliverables associated with this agreement

Practice Description	Practice Code
<b>Agrichemical Handling Facility (NO) (309)</b>	309
<b>Amendments for the Treatment of Agricultural Waste (591)</b>	591
<b>Animal Mortality Facility (NO.) (316)</b>	316
<b>Brush Management (314)</b>	314
<b>Closure of Waste Impoundments (NO) (360)</b>	360
<b>Combustion System Improvement (NO) (372)</b>	372
<b>Composting Facility (NO.) (317)</b>	317
<b>Conservation Cover (AC) (327)</b>	327
<b>Conservation Crop Rotation (AC) (328)</b>	328
<b>Cover Crop (AC) (340)</b>	340
<b>CNMP Development (102)</b>	102
<b>Critical Area Planting (AC) (342)</b>	342
<b>Diversion (FT) (362)</b>	362
<b>Early Successional Habitat Development/Management (AC) (647)</b>	647
<b>Farmstead Energy Improvement (NO) 374</b>	374
<b>Fence (FT) (382)</b>	382
<b>Filter Strip (AC) (393)</b>	393
<b>Forage and Biomass Planting (512)</b>	512
<b>Forest Stand Improvement (AC) (666)</b>	666
<b>Forest Trails and Landings (AC) (655)</b>	655
<b>Grade Stabilization Structure (NO.) (410)</b>	410
<b>Grassed Waterway (AC) (412)</b>	412
<b>Heavy Use Area Protection (AC) (561)</b>	561
<b>Hedgerow Planting (FT) (422)</b>	422
<b>Herbaceous Weed Control (Ac.) 315</b>	315
<b>Integrated Pest Management (AC) (595)</b>	595
<b>Irrigation Pipeline (FT) (430)</b>	430
<b>Irrigation Reservoir (NO. AND AC-FT) (436)</b>	436



<b>Irrigation System (NO. AND AC), Micro irrigation (441)</b>	441
<b>Irrigation System (NO. AND AC), Sprinkler (442)</b>	442
<b>Irrigation Water Management (AC)(449)</b>	449
<b>Mulching (AC) (484)</b>	484
<b>Nutrient Management (AC) (590)</b>	590
<b>Pipeline (FT) (516)</b>	516
<b>Prescribed Burning (AC) (338)</b>	338
<b>Prescribed Grazing (AC) (528)</b>	528
<b>Pumping Plant (NO.) (533)</b>	533
<b>Riparian Forest Buffer (AC) (391)</b>	391
<b>Riparian Herbaceous Cover (AC) (390)</b>	390
<b>Roof Runoff Structure (NO) (558)</b>	558
<b>Seasonal High Tunnel System for Crops (SF) (798)</b>	798
<b>Silvopasture Establishment (AC) 381</b>	381
<b>Solids/Liquid Waste Separation Facility (632)</b>	632
<b>Spring Development (NO.) (574)</b>	574
<b>Stream Crossing (NO.) (578)</b>	578
<b>Streambank and Shoreline Protection (FT) (580)</b>	580
<b>Terrace (FT) (600)</b>	600
<b>Tree/Shrub Establishment (AC) (612)</b>	612
<b>Tree/Shrub Site Preparation (AC) (490)</b>	490
<b>Underground Outlet (FT) (620)</b>	620
<b>Waste Storage Facility (NO.) (313)</b>	313
<b>Waste Transfer (634)</b>	634
<b>Waste Treatment Lagoon (NO.) (359)</b>	359
<b>Waste Utilization (AC) (633)</b>	633
<b>Water and Sediment Control Basin (NO.) (638)</b>	638
<b>Watering Facility (NO.) (614)</b>	614
<b>Well (NO.) (642)</b>	642
<b>Wildlife Upland Habitat Management (AC) (645)</b>	645

Deliverables Tracking: Table B.1 provides a sample Deliverables Tracking Report. Use this report to identify the specific work performed during each payment period. The Deliverables Tracking Report tracks and totals reimbursement requirements based on the deliverable’s cost rates based on practice and task level performed. Actual Deliverables Tracking Report will be provided to the Provider in Excel format.

Table B.1 Sample Deliverables Tracking Report

Separate Deliverable Tracking Report must be submitted for each individual county working in support of this agreement.

# Applying County

## 1st Quarter

Customer Name	Date of Service	Task Level	Program	Description	Amount Paid to County per Deliverable
John Doe	10/23/2012	Administrative	EQIP	Farm Bill Program Applications & their processing	\$ 20.00
Jane's Farm	10/24/2012	Technician	CTA	Fence (FT) (382)	\$ 90.00

**Sample**

Actual Deliverables Tracking Report will be provided to the Provider in Excel format by GACD

**V. PERIOD OF PERFORMANCE**

A. The expiration date of the Agreement is **September 30, 2024**. The Agreement is effective from the later of: 1) the date signed by both parties, or 2) the 24 month period preceding the expiration date.

**VI. RESOURCES REQUIRED**

A. WALTON COUNTY and GACD requirements are outlined in the following tables

**Table A.1 GACD AND WALTON COUNTY COST SHARE**

AGENCY	FY23 TOTAL COST	FY24 TOTAL COST	TOTAL COST
WALTON COUNTY	\$20,000.00	\$20,000.00	\$40,000.00
GACD	\$20,000.00	\$20,000.00	\$40,000.00

**Table A.2 2 YEAR BUDGET SUMMARY**

Category	GACD Funds	WALTON COUNTY Funds	Total
<b>Conservation Program Practice Development, Review and Certification (Administrative, Technical, Easement Development, and CNMP Development)</b>	\$40,000.00	\$40,000.00	\$80,000.00

**B.** GACD costs share for this agreement is fixed at \$40,000.00.

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Name/Title of Authorized GACD Rep	Signature	Date
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Name /Title of Authorized Provider Rep	Signature	Date
--	-----------	------



**GILBERT, HARRELL, SUMERFORD & MARTIN**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS AT LAW  
BANK OF AMERICA PLAZA  
777 GLOUCESTER STREET, SUITE 200  
POST OFFICE BOX 190  
BRUNSWICK, GEORGIA 31521-0190  
TELEPHONE (912) 265-6700  
www.gilbertharrelllaw.com

REPLY TO: BRUNSWICK OFFICE or  
DIRECT DIAL - 770-468-9151

September 6, 2022

Via Email

Walton County  
c/o Chip Ferguson  
Atkinson Ferguson LLC  
118 Court Street  
Monroe, GA 30655  
cferguson@atkinsonferguson.com

Re: Proposed engagement related to the Round 2 of ARPA Funding and the  
Development of Related Funding Options

Dear Chip:

Per our discussion last week, you have asked me to provide to you a proposed engagement agreement for my firm to perform certain regulatory, consulting and advocacy work in support of Walton County's application(s) for further ARPA Grant Funding and exploration of additional state and federal financing options. I appreciate the opportunity to work with you on behalf of Walton County in support of further financing options for its water treatment plant and related transmission lines.

As mentioned last week, I would propose a \$24,000 project-based fee arrangement payable over six months at \$4,000/month. As a project-based fee, however, I will seek to assist Walton County as long as necessary in support its application(s) for this subsequent round of ARPA funding.

As is my firm's standard practice for such a flat-fee arrangement, we would bill your client for our services at the outset of this work. We can certainly revisit this arrangement if unforeseen issues arise; however, I do not anticipate needing to extend or add to this engagement for the scope anticipated. Moreover, I do not anticipate any significant expenses

September 7, 2022  
Page 2

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associated with this work, but I would discuss those with you before incurring any for which we would expect to be reimbursed.

This letter agreement will take effect when executed and returned to my attention. However, the effective date of this letter agreement will be retroactive to the date that we first performed services for or on your behalf.

Should you require any additional information, please do not hesitate to contact me. We appreciate the opportunity to assist you with this matter.

Very Truly Yours,

*/s/ Judson H. Turner*

Judson H. Turner  
GILBERT HARRELL  
SUMERFORD & MARTIN, P.C.

AGREED AND ACCEPTED:

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

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

Please Print

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

**RESOLUTION**

**WHEREAS**, the budgets of Walton County for Fiscal Year 2023 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 7, 2022, and

**WHEREAS**, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81-3, it is necessary to amend said budgets, now

**THEREFORE, BE IT RESOLVED BY THE** Board of Commissioners of Walton County, amends the Fiscal Year 2023 budget to make changes to the Fiscal Year 2023 budget as presented in the attached summary schedule.

Adopted this 13th day of September, 2022

\_\_\_\_\_  
Chairman, David G. Thompson

Attest:

\_\_\_\_\_  
County Clerk, Rhonda R. Hawk

**AMENDMENT SUMMARY**  
**September 2022 Agenda**

1. **Sheriff 3324**: FY 2023 Proposed amendment to increase both budgeted revenue and expenditures by the same amount (\$362,769.52) for budget unit 3324. This would increase the number of resource officers in Walton County Schools. The amendment(s) would result in neither an increase or decrease in fund balance.
2. **SPLOST IV 3300.19**: FY 2023 Proposed amendment to increase budgeted expenditures by \$1465 for an unforeseen increase in the price of two Ford F-150s (54.2200) previously approved. This would result in a decrease in fund balance.
3. **IT 1535**: FY 2023 Proposed amendment to increase budgeted expenditures by \$6000 (54.2200) due to an increase in the cost of a previously approved vehicle. This would result in a decrease in fund balance.
4. **County Extension Service 7132**: FY 2023 amendment to increase (\$17,378.25) both budgeted revenues and expenditures resulting from a grant from the GA 4H Foundation for the purchase of office furniture (53.1600) This will result in no change in fund balance.



**DRAFT DATE: 08/23/22**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL CONTRACT WITH THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY; TO RATIFY CERTAIN ACTIONS PREVIOUSLY TAKEN BY THE COUNTY; TO CONSENT TO THE AUTHORITY TAKING CERTAIN ACTIONS; AND FOR OTHER PURPOSES**

WHEREAS, the Walton County Water and Sewerage Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. L. 1972, p. 3623 et seq.), as thereafter amended (the “Act”) and owns a water system in Walton County, Georgia (the “County”) (as it now exists and as it may be hereafter added to, extended, improved and equipped, the “System”); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has, with the consent of the County, among others, the power: (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” including (i) systems, plants, works, instrumentalities, and properties used or useful in connection with the obtaining of a water supply and the conservation, treatment, and disposal of water for public and private uses, and used or useful in connection with the collection, treatment, and disposal of sewage, waste, and storm water; together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights in land, water rights, contract rights, franchises, approaches, dams, reservoirs, generation stations, sewage disposal plants, intercepting sewers, trunk connection and other sewer and water mains, filtration works, pumping stations, and equipment, and (ii) the purchase of land and the construction thereon of facilities for lease to industries, so as to relieve abnormal unemployment conditions; (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and (c) to issue revenue bonds to refund any previously issued revenue bonds issued for the purpose of paying, in whole or in part, the cost of any project or undertaking; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, the County is authorized and permitted to provide water and sewerage services to the citizens of the County or to contract with the Authority for such purpose; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to acquire, construct and install a water treatment facility (the “Project) [as more fully described in the Project Report attached as Exhibit C to the Bond Resolution]; and

WHEREAS, after careful study and investigation, the Authority proposes to issue its Revenue Bonds (Walton-Hard Labor Creek Reservoir Water Treatment Facility Project), Series 2022, in the aggregate principal amount of \$ \_\_\_\_\_ (the “Series 2022 Bonds”), pursuant to a resolution of the Authority adopted on September \_\_, 2022 (the “Bond Resolution”), for the purpose of providing funds to (a) finance the acquisition, construction and installation of the Project and (b) pay the costs of issuing the Series 2022 Bonds; and

WHEREAS, the Authority and the County propose to enter into an Intergovernmental Contract (the “Contract”), a form of which is attached hereto as Exhibit “B”, pursuant to which the Authority will agree, among other things, to issue the Series 2022 Bonds for the purpose of providing funds to acquire, construct and install the Project and to provide the System facilities to the County, and the County will agree to make Contract Payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2022 Bonds (the “Contract Payments”); and

WHEREAS, the Series 2022 Bonds will be secured by a first lien on the Contract and the Contract Payments; and

WHEREAS, the principal amount of the Series 2022 Bonds maturing in each year, the interest rate on each such maturity and the debt service requirements for the Series 2022 Bonds are set forth in Exhibit “C” attached hereto; and

WHEREAS, the County proposes to authorize the execution and delivery of a Bond Purchase Agreement, dated the date hereof (the “Bond Purchase Agreement”), and substantially in the form presented to the Board of Commissioners of Walton County (the “Board of Commissioners”) at this meeting, among the Authority, the County and Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), providing for the sale of the Series 2022 Bonds to the Underwriter; and

WHEREAS, the County proposes to ratify and approve the distribution of a Preliminary Official Statement (the “Preliminary Official Statement”) used in connection with the offering and sale of the Series 2022 Bonds; and

WHEREAS, the County proposes to approve the execution and delivery of an Official Statement (the “Official Statement”) with respect to the Series 2022 Bonds; and

WHEREAS, the County proposes to authorize the execution, delivery and performance of a Continuing Disclosure Certificate, dated the date of each respective Bond Purchase Agreement (the “Disclosure Certificate”) to assist the Underwriter in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended; and

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

Section 1. Bond Resolution. The Board of Commissioners hereby approve the form of the Bond Resolution, adopted by the Authority on September \_\_\_\_, 2022, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made thereto with the consent of the Chairman of the Board of Commissioners.

Section 2. Contract. The execution, delivery and performance by the Chairman or Vice-Chairman and Clerk or Assistant Clerk of the Board of Commissioners of the Contract is hereby authorized and approved. Such Contract shall be in substantially the form attached hereto as Exhibit "B", subject to such changes, insertions and omissions as may be approved by the Chairman executing the same, and the execution of the Contract by the Chairman and Clerk or Assistant Clerk as herein authorized shall be conclusive evidence of such approval.

Section 3. Payments Under the Contract. There are hereby authorized to be made by the County, from any moneys available for such purpose, all of the contract payments due under the Contract in such amounts and at times which will be sufficient to enable the Authority to pay when due the principal of and interest on the Series 2022 Bonds, as such amounts are shown on Exhibit "C" attached hereto.

Section 4. Bond Purchase Agreement. The execution and delivery by the Chairman or Vice-Chairman of the Board of Commissioners of the Bond Purchase Agreement is hereby authorized and approved. The Bond Purchase Agreement shall be in substantially the form presented to the Board of Commissioners at this meeting, subject to such changes, insertions or omissions as may be approved by the Chairman executing the same, and the execution of the Bond Purchase Agreement by the Chairman as herein authorized shall be conclusive evidence of such approval.

Section 5. Bond Validation. The Chairman or Vice-Chairman of the Board of Commissioners is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2022 Bonds and the security therefor be declared valid in all respects.

Section 6. Approval of Preliminary Official Statement. The use and distribution of the Preliminary Official Statement with respect to the Series 2022 Bonds is hereby ratified and approved.

Section 7. Deemed Final Certificate. The execution and delivery of the certificate deeming the Preliminary Official Statement final for purpose of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, are hereby ratified and approved.

Section 8. Approval of Official Statement. The Chairman or Vice-Chairman of the Board of Commissioners is hereby authorized to execute and deliver on behalf of the County the Official Statement and such certificates or letters of representation as may be necessary or convenient relating to the information concerning the County in the Official Statement of the

Authority relating to the Series 2022 Bonds. The Official Statement shall be in substantially the form as the Preliminary Official Statement, subject to such changes, insertions or omissions as may be approved by the Chairman executing the same, and the execution of the Official Statement by the Chairman as herein authorized shall be conclusive evidence of such approval. The use and distribution of the Official Statement by the Underwriter is hereby approved.

Section 9. Disclosure Certificate. The execution and delivery by the Chairman or Vice-Chairman of the Board of Commissioners of the Disclosure Certificate is hereby authorized and approved. The Disclosure Certificate shall be in substantially the form attached as an appendix to the Preliminary Official Statement, subject to such changes, insertions or omissions as may be approved by the Chairman executing the same, and the execution of the Disclosure Certificate by the Chairman as herein authorized shall be conclusive evidence of such approval.

Section 10. Consent to Authority Action Relating to Series 2022 Bonds. The County hereby consents to and approves the Authority proceeding with the issuance of the Series 2022 Bonds and all documents and proceedings related thereto.

Section 11. Consent to Authority Entering Into Contract. The County hereby consents to, and approves, the execution, delivery and performance of the Contract by the Authority.

Section 12. Additional Actions. From and after the date of adoption of this resolution, the Chairman and Clerk or Assistant Clerk of the Board of Commissioners are hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the execution and delivery by the County of the Contract, the issuance and sale of the Series 2022 Bonds and the effectuation of the matters contemplated by this Resolution.

Section 13. Ratification of Prior Actions; Repealing Clause. All actions of the County previously taken with respect thereto, are hereby ratified and reaffirmed except to the extent specifically modified or supplemented by this resolution and by the execution of the Contract as contemplated herein. All resolutions or parts thereof of the Board of Commissioners in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 14. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Bond Resolution, the Contract or any amendatory contract or any other document relating to the Series 2022 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the County in his or her individual capacity and no such officer, member, agent or employee shall be personally liable on the Series 2022 Bonds or be subject to personal liability or accountability by reason of the issuance or amendment thereof.

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this \_\_\_\_ day of September, 2022.

BOARD OF COMMISSIONERS OF WALTON  
COUNTY

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

EXHIBIT A  
BOND RESOLUTION

EXHIBIT B

CONTRACT

EXHIBIT C

TERMS OF SERIES 2022 BONDS

[SEE ATTACHED]

Optional Redemption

The Series 2022 Bonds maturing on or after \_\_\_\_\_ 1, 20\_\_ are redeemable at the option of the Authority, in whole or in part at any time and in any order of maturity, not earlier than \_\_\_\_\_ 1, 20\_\_, from any moneys available therefor, at a redemption price of 100% of principal amount of such bonds, plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2022 Bonds maturing on \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption on \_\_\_\_\_ 1, 20\_\_, and on each \_\_\_\_\_ 1 thereafter to and including \_\_\_\_\_ 1, 20\_\_, in the principal amount set forth in the table below (after credit as provided below), at a redemption price equal to 100% of the principal amount to be redeemed plus interest due thereon on such redemption date (the \_\_\_\_\_ 1, 20\_\_ amount to be paid rather than redeemed):

_____ 1	Principal Amount
<u>of the Year</u>	

\_\_\_\_\_ 1  
+ Final Maturity



CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Walton County, DO HEREBY CERTIFY that the foregoing pages of typewritten matters constitute a true and correct copy of a resolution of the Board of Commissioners of Walton County duly adopted on September \_\_\_\_, 2022, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the Minute Book of the Board of Commissioners which is in my custody and control.

GIVEN under my hand and seal of Walton County, this \_\_\_\_ day of September, 2022.

\_\_\_\_\_  
Clerk, Board of Commissioners of Walton County

(SEAL)

**DRAFT DATE: 08/23/22**

INTERGOVERNMENTAL CONTRACT

by and between

WALTON COUNTY WATER AND SEWERAGE AUTHORITY

and

WALTON COUNTY, GEORGIA

Dated as of October 1, 2022

---

Relating to the

Walton County Water and Sewerage Authority  
Revenue Bonds  
(Walton-Hard Labor Creek Reservoir Water Treatment Facility Project), Series 2022

---

The rights and interest of Walton County Water and Sewerage Authority (the “Authority”) in the revenues and receipts derived from this Intergovernmental Contract have been assigned and pledged under a Bond Resolution, adopted by the Authority on September \_\_\_\_, 2022, as supplemented.

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SCHEDULE 1 - Contract Payments

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INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”) is entered into as of October 1, 2022, by and between the WALTON COUNTY WATER AND SEWERAGE AUTHORITY (the “Authority”), a public body corporate and politic and an instrumentality of the State of Georgia, and WALTON COUNTY, GEORGIA (the “County”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Walton County Water and Sewerage Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. L. 1972, p. 3623 *et seq.*), as thereafter amended (the “Act”) and owns a water system in the County (as it now exists and as it may be hereafter added to, extended, improved and equipped, the “System”); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority, with County approval, has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of financing or refinancing all or part of the cost of (1) any project (as authorized by the Act), which includes the acquisition, construction and equipping of water facilities for obtaining one or more sources of water supply, the treatment of water and the distribution and sale of water to users and consumers, including, but not limited to, the State of Georgia and counties and municipalities for the purpose of resale, within and without the territorial boundaries of the County, and additions and improvements to and extensions of such facilities and the operation and maintenance of same so as to assure an adequate water system; and (2) any undertaking permitted by the Revenue Bond Law; (b) to prescribe and revise rates, and to collect fees and charges for the services and facilities furnished by the System; (c) in anticipation of the collection of revenues from the System, to issue revenue bonds to finance or refinance, in whole or in part, the costs of additions, extensions and improvements to the System and to pay all expenses necessary to accomplish the foregoing; and (d) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, the County is authorized and permitted to provide water and sewerage services to the citizens of the County or to contract with the Authority for such purpose; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to acquire, construct and install a water treatment facility (the “Project) [as more fully described in the Project Description attached hereto as Exhibit A]; and

WHEREAS, after careful study and investigation, the Authority proposes to issue its Revenue Bonds (Walton-Hard Labor Creek Reservoir Water Treatment Facility Project), Series 2022, in the aggregate principal amount of \$\_\_\_\_\_ (the “Series 2022 Bonds”) for the purpose of providing funds to (a) finance the acquisition, construction and installation of the Project, and (b) pay the costs of issuing the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, the Authority and the County propose to enter into this Contract, pursuant to which the Authority will agree, among other things, to issue the Series 2022 Bonds for the purpose of providing funds to acquire, construct and install the Project and to provide the System facilities to the County, and the County will agree to make contract payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2022 Bonds; and

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.1. Definitions.**

In addition to the words and terms elsewhere defined in this Contract and the Bond Resolution, the following words and terms as used in this Contract shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“Bond Resolution” shall mean the resolution of the Authority, adopted on September \_\_\_\_, 2022, authorizing the issuance of the Series 2022 Bonds, including any resolutions supplemental thereto.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Contract Payments” shall mean the payments due pursuant to Section 4.2 of this Contract.

“State” shall mean the State of Georgia.

“Term” shall have the meaning as specified in Section 5.1 hereof.

**Section 1.2. Rules of Construction.**

The definitions referred to in Section 1.1 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Contract” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used. All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

**ARTICLE II**

**REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

**Section 2.1. Representations, Warranties and Agreements.**

The Authority makes the following representations, warranties and agreements as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created, organized and existing under the Constitution and laws of the State, including the Act, and, unless otherwise required by law, shall maintain its corporate existence so long as the Series 2022 Bonds are outstanding. Under the provisions of the Act, the Authority, with County approval, is authorized to (i) adopt the Bond Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Series 2022 Bonds, and (iii) execute, deliver and perform its obligations under this Contract. The Bond Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Series 2022 Bonds and (ii) the execution, delivery and performance of this Contract. The Bond Resolution, the Series 2022 Bonds and this Contract are valid, binding and enforceable obligations of the Authority.

(b) The Authority has determined that the Project is a project is in furtherance of the Authority’s purpose and mission under the Act.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) adoption of the Bond Resolution, (ii) issuance of the Series 2022 Bonds, (iii) acquisition, construction or installation of the Project, or (iv) execution, delivery and performance of this Contract by the Authority, except as shall have been obtained as of the date hereof; provided, however, no representation is given with respect to any “blue sky” laws.

(d) The adoption of the Bond Resolution, the issuance of the Series 2022 Bonds and the authorization, execution, delivery and performance by the Authority of this Contract do not violate the Act, the Authority’s bylaws, any resolutions or ordinances of the County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Series 2022 Bonds, pledging the Contract Payments and this Contract to the payment of the Series 2022 Bonds or financing of the Project, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision,



ruling or finding would (A) adversely affect the enforceability of the Series 2022 Bonds, the Bond Resolution or this Contract or (B) materially adversely affect the transactions contemplated by this Contract or the exemption of the interest on the Series 2022 Bonds from federal of State income tax.

(f) The Authority is not in violation of the Act, its bylaws, any resolutions or ordinances of the County or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(g) Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in the Contract Payments or its rights under this Contract. The pledge made of the Contract Payments constitutes a first and prior pledge of and lien on said Contract Payments and said pledge shall at no time be impaired by the Authority and the Contract Payments shall not otherwise be pledged.

(h) The Authority makes no representation as to the financial position or business condition of the County and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications with respect to the County in connection with the sales of the Series 2022 Bonds, or as to the correctness, completeness or accuracy of such statements.

**Section 2.2. Representations, Warranties and Agreements of the County.**

The County makes the following representations, warranties and agreements as the basis for the undertaking on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver and perform its obligations under this Contract. The County has duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of the County.

(b) The County has determined that the Project is in the public interest.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) acquisition, construction or installation of the Project or (ii) execution, delivery and performance of this Contract by the County, except as shall have been obtained as of the date hereof.

(d) The authorization, execution, delivery and performance by the County of this Contract do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from (A) collecting ad valorem taxes and using it to make the Contract Payments or (B) the acquisition, installation or financing of the Project, (ii) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract or (B) materially adversely affect (1) the financial condition or results of operations of the County or (2) the transactions contemplated by this Contract.

(f) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

[END OF ARTICLE II]

**ARTICLE III**

**ISSUANCE OF SERIES 2022 BONDS; APPLICATION OF SERIES 2022 BONDS PROCEEDS; COMMENCEMENT AND COMPLETION OF THE PROJECT**

**Section 3.1. Agreement to Issue the Series 2022 Bond.**

In order to provide funds, as provided in the Bond Resolution, to acquire, construct and install the Project and pay the costs incident thereto, the Authority, in accordance with the Act, will issue the Series 2022 Bonds, and all of the covenants, agreements and provisions hereof shall, to the extent provided herein and in the Bond Resolution, be for the benefit and security of the Bondholders. The Authority has delivered a certified copy of the Bond Resolution to the County.

**Section 3.2. Obligations Relating to the Series 2022 Bonds.**

The County agrees to perform all such obligations as are contemplated by the Bond Resolution to be performed by the County.

**Section 3.3. Application of Bond Proceeds.**

At and upon the delivery of and payment for the Series 2022 Bonds, the proceeds received therefrom shall be applied in the manner set forth in the Bond Resolution.

**Section 3.4. Agreement to Acquire, Construct and Install the Project.**

(a) The Authority hereby appoints the County as its sole and exclusive agent to proceed forthwith with acquiring, constructing and equipping the Project in accordance with the Project Report as defined in the Bond Resolution. The County shall obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to undertaking the acquisition, construction and equipping of the Project. The Project shall be acquired, constructed and installed in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The County will take or cause to be taken such action and institute or cause to be instituted such proceedings as it shall deem appropriate to cause and require all contractors and suppliers of materials to complete their contracts, including the correcting of any defective work. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall (i) if the County has corrected at its own expense the matter which gave rise to such default or breach, be paid to the County or (ii) if the County has not corrected at its own expense the matter which gave rise to such default or breach, be paid into the Project Fund.

(b) The County, as the sole and exclusive agent of the Authority, shall acquire, construct and install, or cause to be acquired, constructed and installed, the Project substantially as described in the Project Report with such change orders as may be approved by the County and the Authority.

(c) The moneys credited to the Project Fund from the sale of the Series 2022 Bonds shall be used and applied only for the purpose of paying the cost of the Project described in the Project Report and otherwise disbursed as provided in the Bond Resolution.

(d) All payments from the Project Fund shall be made upon the terms and conditions set forth in the Bond Resolution. The County shall prepare the requisitions and certificates required by the Bond Resolution, a form of such requisition being attached as Exhibit D to the Bond Resolution.

(e) All real or tangible personal property acquired with the proceeds of the Series 2022 Bonds shall be titled in the name of the Authority and shall hereby be leased to the County. All such property shall be free of any liens and encumbrances and the same shall constitute part of the Project.

**Section 3.5. Establishment of Completion Date.**

The Completion Date shall be evidenced to the Project Fund Depository by a certificate signed by a duly authorized representative of the County stating that, except for amounts retained by the Project Fund Depository at the County’s direction to pay any cost of the Project not then due and payable, (a) the Project has been completed and all costs of labor, services, materials and supplies have been paid, and (b) all other facilities necessary in connection with the Project have been acquired, constructed and equipped and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Project Fund Depository shall retain in the Project Fund a sum equal to the amounts necessary for payment of the costs of the Project not then due and payable according to such certificate. If any such amounts so retained are not subsequently used, prior to any transfer of such amounts to the Sinking Fund, the Project Fund Depository shall give notice to the Authority and the County of the failure to apply such funds for payment of the costs of the Project. Any amount not to be retained in the Project Fund for payment of the costs of the Project, and all amounts so retained but not subsequently used, shall be transferred by the Project Fund Depository into the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2022 Bonds.

[END OF ARTICLE III]

**ARTICLE IV**

**EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM;  
CONTRACT PAYMENT PROVISIONS**

**Section 4.1. Effective Date of this Contract; Duration of Term.**

This Contract shall become effective as of October 1, 2022 and the interests created by this Contract shall then begin, and, subject to the other provisions of this Contract, shall expire on the later of (a) August 1, 2053, or if at said time and on said date the Bonds have not been paid in full as to principal and interest then on such date as such payment shall have been made or (b) the date the Bonds have been paid in full, but in no event in excess of fifty (50) years from the date hereof. Notwithstanding the foregoing, the provisions of Section 7.1 hereof shall expire fifty (50) years from the date hereof.

**Section 4.2. Contract Payments.**

As consideration for the Authority issuing the Series 2022 Bonds and providing the System facilities to the County, on or prior to each February 1 and August 1 of each year (each a “Contract Payment Date”), commencing February 1, 2023, the County shall make the Contract Payments to the Authority as set forth on Schedule 1 attached hereto. Upon the issuance of Additional Bonds, this Contract shall be amended to provide an updated schedule of Contract Payments for the coming Fiscal Year, which schedule shall take into account the additional principal and interest requirements of such Additional Bonds and shall be and become for all purposes thereafter Schedule 1. In addition to the foregoing, each Contract Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 5.03 of the Bond Resolution. Notwithstanding anything in the Bond Resolution or herein to the contrary, if such date is on or prior to August 1, the County shall pay an amount sufficient to enable the Authority to pay in full the principal and interest on the Series 2022 Bonds coming due on August 1, and if such date is on or prior to February 1, the County shall pay an amount sufficient to enable the Authority to pay in full the interest on the Series 2022 Bonds coming due on February 1, and such Contract Payments shall continue and recontinue until provision has been made for the payment in full of the Series 2022 Bonds as to principal and interest. In addition to the foregoing, the Contract Payments provided for herein shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund (except the amounts billed which are specified in subparagraphs (e) and (f) of Section 5.03 of the Bond Resolution).

**Section 4.3. Optional Redemption and Optional Prepayment of Contract Payments.**

(a) The Series 2022 Bonds shall be subject to optional redemption, in whole or in part, as provided in the Bond Resolution, and the Contract Payments due under Section 4.2, with respect to the Series 2022 Bonds, shall be subject to prepayment, both at the option of the County.

(b) No prepayment of any Contract Payment in accordance with the provisions of the preceding sentence shall relieve the County to any extent from its obligations thereafter to

make Contract Payments required by the provisions hereof until the Series 2022 Bonds and interest thereon have been paid in full. Upon the prepayment of the Contract Payments in whole, the amount of such prepayment shall be used to retire the Series 2022 Bonds, in the manner provided in, and subject to, the Bond Resolution.

**Section 4.4. Budget and Tax Levy to Pay Contract Payments.**

(a) The obligations of the County to make the Contract Payments when due under Section 4.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the County as herein provided, and the County hereby pledges its full faith and credit and taxing power to such payment and performance. In the event the amount of funds lawfully available to the County is not sufficient to pay the Contract Payments when due in any year, the County shall levy an ad valorem tax on all taxable property located within the limits of the County subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the County’s obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the County including specifically the obligation to make the Contract Payments as provided herein. The County hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Contract Payments required pursuant to Section 4.2 hereof and such lien is superior to any that can hereafter be made; provided, however, the County may create a lien on a parity with the lien created herein in connection with the issuance of Additional Bonds.

(b) The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County to make the Contract Payments shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the County to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the County. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the County shall make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund if for any reason the payment of such obligations shall not otherwise have been made.

**Section 4.5. Obligations of County Hereunder Absolute and Unconditional.**

The obligations of the County to make the payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution and hereof, the County (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and (c) will not terminate the Term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the System or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the System, the taking by eminent domain of title to or the use of all or any part of the System, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Series 2022 Bonds are unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract, or the Bond Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Bond Resolution; and if the Authority should fail to perform any such agreement, the County may institute such action against the Authority as the County may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the County contained in this Contract and to make the Contract Payments specified herein. The County may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the County deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

**Section 4.6. Enforcement of Obligations.**

The obligation of the County to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the Bondholders, in accordance with the applicable provisions of the Bond Resolution and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the County that no other remedy at law is adequate to protect the interests of the parties hereto or the Bondholders.

[END OF ARTICLE IV]

**ARTICLE V**

**SPECIAL COVENANTS AND AGREEMENTS**

**Section 5.1. No Warranty of Condition or Suitability by the Authority.**

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR WORKMANSHIP OF ANY PART OF THE SYSTEM OR ITS SUITABILITY.

**Section 5.2. Further Assurances and Corrective Instruments, Recordings and Filings.**

The Authority and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to facilitate the performance of this Contract.

**Section 5.3. Bonds Made Subject to this Contract; Other Obligations.**

No Additional Bonds shall be subject to this Contract unless and until the County and the Authority shall execute an amendment or supplement to this Contract specifically incorporating such Additional Bonds.

The Authority shall not issue any other obligations of any kind payable from or enjoying a lien on the monies authorized to be appropriated and paid by the County under this Contract prior to or superior to the lien for the payment of the principal of and interest on the Bonds. Nothing contained herein shall otherwise restrict the issuance by the Authority of (i) other obligations secured by an intergovernmental agreement substantially similar to this Contract, or (ii) obligations not secured by this Contract and which will be secured by a lien on the net revenues of the System or any portion thereof, the proceeds of which may be applied to the payment of the costs of other extensions or improvements to the System or the payment of any other project or purpose which the Authority is authorized under law to undertake.

The Authority specifically acknowledges and agrees that notwithstanding anything in this Section 5.3, the Authority may not borrow any money or issue any Bonds without the consent of the Board of Commissioners of the County.

**Section 5.4. Continuing Disclosure Certificate.**

The County hereby covenants for the benefit of the owners of the Series 2022 Bonds and the Underwriter of the Series 2022 Bonds to comply with its obligations under a Continuing Disclosure Certificate, to be entered into in connection with the issuance of the Series 2022 Bonds, to assist the Underwriter in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Contract shall be an action to compel performance.



### **Section 5.5. Use of Proceeds and Specific Tax Covenants.**

The Series 2022 Bonds are being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2022 Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the Authority and the County that the interest on the Series 2022 Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the Authority and the County hereby covenant with the Bondholders as follows:

(a) That they will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax exempt status of interest on the Series 2022 Bonds under Section 103 of the Code.

(b) That they will not directly or indirectly use or permit the use of any of the proceeds of the Series 2022 Bonds or take or omit to take any action in a way that would cause the Series 2022 Bonds to be (i) “private activity bonds” within the meaning of Section 141 of the Code or (ii) obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code.

(c) That they will not directly or indirectly use or permit the use of any proceeds of the Series 2022 Bonds or any other funds of the Authority or the County or take or omit to take any action that would cause the Series 2022 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the Authority and the County will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the Authority or the County. In the event that at any time the Authority or the County is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Bond Resolution, the Authority and the County shall take such action as may be necessary to effect the same.

### **Section 5.6. Arbitrage Covenants.**

Neither the Authority nor the County shall, subsequent to the date of the issuance and delivery of the Series 2022 Bonds, intentionally use any portions of the proceeds of the Series 2022 Bonds to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as may otherwise be permitted by the Code, including, but not limited to, complying with the requirements of Section 148(f) of the Code and the payment of rebate, if any, required to be made by the Authority, and that they will expend the proceeds of the Series 2022 Bonds in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

### **Section 5.7. Authority and County Representatives.**

Whenever under the provisions of this Contract the approval of the Authority or the County is required or the Authority or the County is required to take some action at the request of the other, such approval or such request shall be given for the Authority by its Chairman or its Vice Chairman and for the County by its Chairman or Vice Chairman.

**Section 5.8. Provision of System Facilities.**

As consideration for the payment of the Contract Payments by the County, the Authority shall provide the System facilities to the County, subject to the terms of the Lease and Transfer Agreement, dated April 25, 2006, between the Authority and the County, as amended.

[END OF ARTICLE V]

**ARTICLE VI**

**EVENTS OF DEFAULT AND REMEDIES**

**Section 6.1. Events of Default Defined.**

The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one or more of the following events:

(a) Failure by the County to pay when due any amount required to be paid under Section 4.2 hereof;

(b) The County shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the County and such default shall continue for a period of 30 days after written notice has been given to the County by the Authority, the Paying Agent or the Bondholders specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of force majeure, the County is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 4.2 hereof), the County shall not be deemed in default during the continuance of such inability to perform. The term force majeure shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the County. The County will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the County from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the County and the County shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County, unfavorable to the County; or

(c) An “event of default” shall have occurred under the Bond Resolution.

Notwithstanding the foregoing, a breach of the covenant contained in Section 5.4 hereof shall not be deemed an event of default hereunder, and the sole remedy shall be an action to compel performance.

**Section 6.2. Remedies on Default.**

Whenever any event of default referred to in Section 6.1 hereof shall have happened and be subsisting, the nondefaulting party, or the Bondholders as provided in the Bond Resolution, may take any one or more of the following remedial steps:

(a) The Authority or the Bondholders may require any depository under the Bond Resolution to turn over to the Sinking Fund Custodian any moneys held in any of the funds created pursuant to the Bond Resolution;

(b) The Authority or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the Contract Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Contract; and

(c) The Bondholders may exercise any remedies provided for in the Bond Resolution.

Any amounts collected pursuant to action taken under this Section 6.2 shall be applied in accordance with the Bond Resolution to the extent the provisions of the Bond Resolution relate to such amounts.

**Section 6.3. No Remedy Exclusive.**

No remedy herein conferred upon or reserved to the Authority or the Bondholders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Bondholders to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the Bondholders, and the Bondholders shall be deemed third party beneficiaries of all covenants and agreements herein contained.

**Section 6.4. No Waiver of Breach.**

In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 6.5. County Authorized to Cure Default of Authority.**

With regard to any default on the part of the Authority under this Contract or under the Bond Resolution, the Authority hereby vests the County, with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

**Section 6.6. Failure to Enforce Agreement Not a Waiver.**

The failure of the Authority or the Bondholders to enforce any agreement,

condition, covenant or term by reason of any default or breach by the County shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VI]

## ARTICLE VII

### INDEMNITY

#### Section 7.1. Events of Default and Remedies.

(a) During the term of this Contract, the County, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the Authority by reason of any failure, breach, or default on the part of the County in the performance of or compliance with any of the obligations of the County under the terms of this Contract, provided, however, that the indemnity provided by this Section shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained for insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Contract or the undertakings required of the Authority hereunder by reason of the issuance of the Bonds, the adoption of the Bond Resolution, or the performance of any act requested of the Authority by the County, nevertheless, if the Authority should incur any such pecuniary liability, then at that event, the County shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the County shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Contract or in the Bonds or the Bond Resolution for any claim based hereon or thereon against any member, officer, or employee, of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Contract, the Bonds, and the Bond Resolution are solely corporate obligations, and no personal liability shall attach to, or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the County, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section shall survive the termination of this Contract.

[END OF ARTICLE VII]

**ARTICLE VIII**  
**MISCELLANEOUS**

**Section 8.1. Agreement to Pay Attorneys' Fees and Expenses.**

If a party should default under any of the provisions of this Contract and either or both the nondefaulting party or the Bondholders should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the County or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party and the Bondholders the reasonable fee of such attorneys and such other reasonable expenses so incurred by the nondefaulting party and the Bondholders.

**Section 8.2. Notices.**

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

If to the Authority:                      Walton County Water and Sewerage Authority  
2171 Highway 81 SW  
Loganville, Georgia 30052  
Attention: Chairman

With a copy to:                              Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655  
Attention: Chris H. Atkinson, Esq.  
Facsimile: (770) 267-6200

If to the County:                              Walton County, Georgia  
303 South Hammond Drive, Suite 330  
Monroe, Georgia 30655  
Attention: Chief Financial Officer

With a copy to:                              Atkinson & Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655  
Attention: Charles M. Ferguson, Jr., Esq.  
Facsimile: (770) 267-6200

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**Section 8.3. Binding Effect; Third-Party Beneficiaries.**

This Contract shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract. The County hereby acknowledges and agrees that the Authority has pledged its rights, title and interests (but not its obligations) under the Contract as security for the payment of the principal of and interest on the Bonds. The County hereby consents to such pledge and the Authority and the County agree that the Bondholders are third-party beneficiaries of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

**Section 8.4. Severability.**

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 8.5. Amounts Remaining in Sinking Fund.**

It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Bond Resolution certain surplus moneys remaining in the Sinking Fund after payment of the Bonds shall belong to and be paid to the County.

**Section 8.6. Amendments, Changes and Modifications.**

The Contract may be amended, changed and modified (a) to cure any ambiguity or formal defect or omission in this Contract; (b) to provide for the issuance of Additional Bonds in accordance with the terms of this Contract (including, without limitation, the addition of events of default and remedies relating to any Additional Bonds hereafter incurred by the County); (c) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders by the County; (d) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (e) to conform to supplements to the Bond Resolution; (f) to make any other amendments, changes and modifications that in the opinion of counsel are not materially adverse to the interests of the Bondholders. Any other amendments, changes and modification in this Contract will become effective only with the consent of the owners of fifty-one (51%) in aggregate principal amount of the Bonds secured hereby. In no event, however, may any such amendments, changes and modifications permit (a) the reduction of Contract Payments required to be made to ensure the payment of the Bonds and the other obligations secured by the Bond Resolution; or (b) the reduction of the percentage of the principal amount of the Bonds required to consent to any such amendment, change or modification.

**Section 8.7. Execution Counterparts.**

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



**Section 8.8. Captions.**

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

**Section 8.9. Law Governing Contract.**

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

**Section 8.10. No Replacement or Supersession.**

Nothing in this Contract is intended to replace, supersede or otherwise contradict or override any other agreement between the County and the Authority presently in effect.

**Section 8.11. No Assignment by County.**

This Contract may not be sold, assigned, delegated or encumbered by the County.

[END OF ARTICLE VIII]

IN WITNESS WHEREOF, the Authority and the County have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

WALTON COUNTY WATER AND SEWERAGE AUTHORITY

(SEAL)

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

Attest:

\_\_\_\_\_  
Secretary

WALTON COUNTY, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

SCHEDULE 1

CONTRACT PAYMENTS

[ATTACHED.]

EXHIBIT A

DESCRIPTION OF PROJECT

[ATTACHED.]

## Walton County Department Agenda Request

---

Department Name: **Extension**

Department Head/Representative: **Joel Burnsed**

Meeting Date Request: **09/13/2022**

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

If so, When?

TOPIC: **Funding for Family and Consumer Science position for Walton County.**

Wording For Agenda: **Family and Consumer Science position funding**

This Request:    Informational Purposes Only                      Needs Action by Commissioners\* **X**

\*What action are you seeking from the Commissioners? **Partial funding for position**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

Date forwarded to County Attorney:

Has the County Attorney review been completed?

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

Approved in current budget? **No**

Budget information attached?

Comments: **This position will be fully funded by UGA unitl next fiscal year.**

---

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

## Walton County Family and Consumer Sciences - Talking Points

UGA Cooperative Extension consists of three Program Areas – Agriculture & Natural Resources (ANR), Family & Consumer Sciences (FACS) and 4-H Youth.

### Population

- 96,875 (21 largest in state) Expected to grow to: 106k by 2025; 158K by 2050
- 24% of population is below 18 years of age
- 16.2% of population is 65 and older

When comparing present day Georgia to 10 years ago, Georgians are less healthy and employers are contributing more for insurance premiums. It is well documented by the CDC and the Robert Wood Johnson Foundation that the quality of a county's health is in the hands of those who live and work there.

According to the Centers for Disease Control Behavior Risk Factors Surveillance System (2017, most recent available data), 1/3 of adults in Georgia are obese and 2/3 are obese or overweight. Among youth in Georgia ages 10-17, 18.4% were obese according to the 2016 and 2017 National Survey of Children's Health. Overweight and obesity increase the risk for chronic diseases including diabetes, cardiovascular disease, and some cancers, are associated with at least five of the ten leading causes of death in the US, and contribute to more than \$147 billion in annual US health care costs in 2008 dollars (CDC, 2015). Some researchers suggest this number is closer to \$200 billion today. If obesity continues to grow at its current rate, The Robert Wood Johnson Foundation estimates that by 2030, 53.6% of adults will be obese and related health care costs will increase by 20-30%. Children who have obesity are at greater risk for these serious chronic conditions, which can contribute further to future healthcare expenditures as well as their current and future quality of life.

- 34% of adults are obese
- 31% report being physically inactive
- Only 54% report having access to places to be active
- 11% diagnosed with diabetes
- 20% report poor or fair health
- 14% report frequent physical distress
- 17% report frequent mental distress
- 19% report excessive drinking

Currently, the median household income in Georgia is \$53,500. Gains in median household income have been absorbed by the rising cost of insurance. (Nationally premiums increased 5% for family coverage, GA median household income increased 5%).

- Median Household Income \$71,400
- 76% of residents are owner occupied (homeowners)
- 15% of total population are uninsured
  - 18% of adults
  - 8% of children
  - 15.2% of population under age of 65

15% of Georgians live below the national poverty level. In Walton County:

- 10.8% Persons Living in Poverty (10,070)
  - 9.4% of Families
  - 16.7% of Children (3,795)

Other: Access to support/ care for young/ elderly:

- 14 child care centers
- 2,040 child care spots
- 2 nursing homes with 240 bed capacity; 68.8% occupancy

Millions of Georgians are unsure of their next meal – 16% are food insecure and 68% are eligible for SNAP (Supplemental Nutrition Assistance Program). In 2018, 60% of lunches served in Georgia’s schools were free and reduced lunches.

- 11% experience food insecurity
- 46% of school aged children are eligible for free or reduced lunch
- 11% of total population receive SNAP monthly benefits
- Ranked 34 out of 159 in GA
- 10,401 monthly SNAP recipients; 4,827 households
- \$17,281,920 SNAP benefits paid each year

***Walton County is ranked 37 out of 159 by RWJ Foundation County Health Ranking – health outcomes***

FACS Agents help adults in Georgia lose weight, better manage their diabetes, get much needed cancer screenings, eat better and exercise more so they can be healthy and productive citizens and employees.

Local FACS Agents are uniquely trained in subject matter and located in communities where they can assess local needs and bring practical, research-based programs with proven impact to the local audience to affect change. Examples of programming and expertise provided include, but are not limited to:

- All aspects of community health and wellness
- Nutrition education
- Chronic disease prevention and support (cancer, diabetes, obesity)
- Weight management programs
- ServSafe and food safety training
- Child care provider education and certification
- Financial literacy and money management skills
- Parenting and relationship resources
- Housing resources

*Alternative language:*

*Family and Consumer Sciences (FACS) Agents are able to provide focused educational support in Community Health and Wellness:*

- **Food:** nutrition; preservation; healthy meal preparation; safe food handling; food safety; diabetes; nutrition for chronic disease management
- **Health:** weight loss; exercise; disease prevention and management (diabetes, high blood pressure and high cholesterol); healthy eating behaviors
- **Housing:** healthy and safe homes, home buyer education, bankruptcy counseling
- **Families:** life skills for youth, family relationships, positive decision-making skills for youth
- **Money:** financial management, saving and investing



According to the CDC, **4 of the 10** most costly health conditions for US employers— chest pain, high blood pressure, diabetes, and heart attack—are related to heart disease and stroke. **A 1% annual reduction in the level of four health risks—weight, blood pressure, glucose, and cholesterol—has been shown to save \$83 to \$103 annually in medical costs per person.**

Georgia's citizens can benefit from FACS Agents who can provide:

- Health, wellness and nutrition outreach programs
- Chronic disease self-management programs
- Targeted nutrition and health programs for family, seniors and youth
- Food safety and preservation classes
- Homebuyer education
- Stretching food and household dollars programs
- Planning for life changes and retirement
- Estate planning
- Positive decision-making skills for youth
- Disaster and emergency planning education

These programs can also be used as in-house trainings to assist local governments and private employers reduce health insurance costs and to strengthen families.

UGA Extension Family and Consumer Sciences has proven programming to empower residents to become more knowledgeable in health, wellness and food preservation:

- manage chronic diseases (diabetes, hypertension, high cholesterol)
- address weight management and improve physical activity
- empower citizens to be knowledgeable consumers by teaching nutrition, health and wellness, and stretching their food dollar
- address fresh food use from farm to table or purchase to table
- provide food safety and food preservation instruction

Cost per FACS Agent:	\$52,000 Salary
	\$25,000 Benefits
	<u>\$ 8,000 Support (travel, training, etc.)</u>
	\$85,000

Low-Income Nutrition Education Para-professional – <b><i><u>no cost to county!</u></i></b>	
	\$32,500 Salary
	\$25,000 Benefits
	<u>\$20,000 Support (travel, training, computer, teaching supplies, etc.)</u>
	\$77,500

*Resources:*

*County Data Assessment – internal tool, various sources*

*County Health Rankings and Roadmap, Robert Wood Johnson Foundation*

*National Conference of State Legislatures*

*US Department of Labor, Bureau of Labor Statistics*

## Walton County Department Agenda Request

---

Department Name: **Facilities Managment**

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **9/13/2022**

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

If so, When?

TOPIC:

Wording For Agenda: **Amendment to Guthrie rd Tower Lease**

This Request: Informational Purposes Only Needs Action by Commissioners\* **Yes**

\*What action are you seeking from the Commissioners? **Approval of Lease Ammendment**

Department Comments/Recommendation: **We are asking for Board Approval subject to final revisions by the County Attorney. Amendment will lease additional ground space at the existing tower site. Space is needed to add a new tenant to the cell tower. The annual rent shall increase by \$16,800.00.**

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 County Attorney? **Yes**

Date forwarded to County Attorney: **8/31/2022**

Has the County Attorney review been completed? **no**

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

STATE OF GEORGIA     )

COUNTY OF WALTON    )

**FIRST AMENDMENT TO SITE LEASE WITH OPTION**

**THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION** (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **WALTON INDUSTRIAL BUILDING AUTHORITY**, a public body corporate and politic of the State of Georgia, successor in interest to Walton County, Georgia, having a mailing address of 303 S Hammond Drive, Ste. 330, Board of Commissioners, Monroe, GA 30655-2904 (the “**Landlord**”), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, successor in interest to Powertel/Atlanta, Inc., having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: Lease Compliance (“**Tenant**”).

**W I T N E S S E T H:**

**WHEREAS**, Walton County, Georgia and Powertel/Atlanta, Inc. entered into that Site Lease with Option dated September 2, 2003 (the “**Lease**”), covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “**Premises**”); and

**WHEREAS**, the Lease has an original term (including all extension terms) that will terminate on November 20, 2033 (the “**Original Term**”) and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.     **AMENDMENTS**. The Lease is hereby amended as follows:

(a)     **Assignment and Subleasing**. Notwithstanding any contrary provision of Section 15 of the Lease to the contrary, Landlord hereby waives the requirements of Section 15 of the Lease and consents to the sublease or license of space within the Premises by Tenant to DISH Wireless, its successors and assigns (“**DISH**”).

(b)     **Additional Rent**. As additional consideration for the consent set forth in Section 1(a), effective on the first day of the first full month following commencement of construction by DISH, the annual rent shall increase by Sixteen Thousand Eight Hundred and No/100 Dollars (\$16,800.00), payable in equal monthly installments of One Thousand Four Hundred and No/100 Dollars (\$1,400.00) each (the “**DISH Rent**”); provided, however that such increase is prospective only and in no event shall Tenant be liable for any back rent as a result of such increase. The DISH Rent shall increase at the same time and in the same manner as rent pursuant to the Lease. Tenant shall have the right to terminate its interest and right to sublease or license a part of the Premises to DISH at any time during the term of the Lease without terminating the Lease or any of the rights

of Tenant to the use of the Premises. Upon such election to terminate, Tenant's rights to use sublease or license a part of the Premises to DISH and its obligation to continue the payment of the DISH Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

(c) **Rent.** All rent shall continue to be paid to Walton County, Georgia until such time and Landlord directs Tenant otherwise in writing.

(d) **Notice.** Section 12 of the Lease is hereby amended to reflect the following notice address for Lessee:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
RE: Site # 9AT1264B; White

With a copy to:

CCTMO LLC  
General Counsel  
Attention: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

## 2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Landlord and Tenant ratify, confirm and adopt the Lease as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning for such term set forth in the Lease. In case of any inconsistency between the Lease and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9,

or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord’s failure to provide the IRS Form W-9 within thirty (30) days after Tenant’s request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

**(d) Survey.** Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey (the “Survey”) specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Premises, at any time prior to or after closing the complete execution of this Amendment.

**(e) Representations and Warranties.** Landlord represents and warrants that:

(i) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord’s obligations under the Lease as amended hereby.

(ii) Lessee is not currently in default under the Lease, and to Landlord’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(iii) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Lessee’s continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

**(f) Entire Agreement.** The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

**(g) Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

**(h) Recording.** At any time following the execution of this Amendment by all parties hereto, Tenant, at its cost and expense, shall have the right, at any time during the term of the Amendment, as may be amended from time to time, and for no additional consideration payable to Landlord, to record in the appropriate recording office for land records: (i) a memorandum of this Amendment (“Memorandum”) and Landlord covenants and agrees to execute said Memorandum within thirty (30) days following Tenant’s written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a “Notice of Amendment to Lease”) executed solely by Tenant. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Amendment.

(i) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(j) **Electronic Signatures.** Each party agrees that any electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following page)

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to Site Lease with Option on the day and year first written above.

Signed, Sealed and  
Delivered in the Presence of:

**LANDLORD:**

**WALTON INDUSTRIAL BUILDING  
AUTHORITY,**  
a public body corporate and politic of the  
State of Georgia

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_

Signed, Sealed and  
Delivered in the Presence of:

\_\_\_\_\_  
Unofficial Witness

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

MY COMMISSION EXPIRES:  
\_\_\_\_\_

**TENANT:**

**T-MOBILE USA TOWER LLC,**  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company

Its: Attorney in Fact

By: \_\_\_\_\_(SEAL)

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

Its: \_\_\_\_\_

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



**EXHIBIT "A"**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 241 OF THE 4TH DISTRICT, BUNCOMBE G.M.D. 417, WALTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1/2" REBAR FOUND AT THE NORTH CORNER OF THE PARENT PARCEL; THENCE PROCEED ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GUTHRIE ROAD S29°46'02"W FOR A DISTANCE OF 409.13 FEET; THENCE S60°13'58"E FOR A DISTANCE OF 10.86 FEET TO THE POINT OF BEGINNING;

THENCE, N46°14'46"E FOR A DISTANCE OF 60.00 FEET;  
 THENCE, S43°45'14"E FOR A DISTANCE OF 60.00 FEET;  
 THENCE, S46°14'46"W FOR A DISTANCE OF 60.00 FEET;  
 THENCE N43°45'14"W FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,600 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

**Together with:  
 ACCESS & UTILITY EASEMENT:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 241 OF THE 4TH DISTRICT, BUNCOMBE G.M.D. 417, WALTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

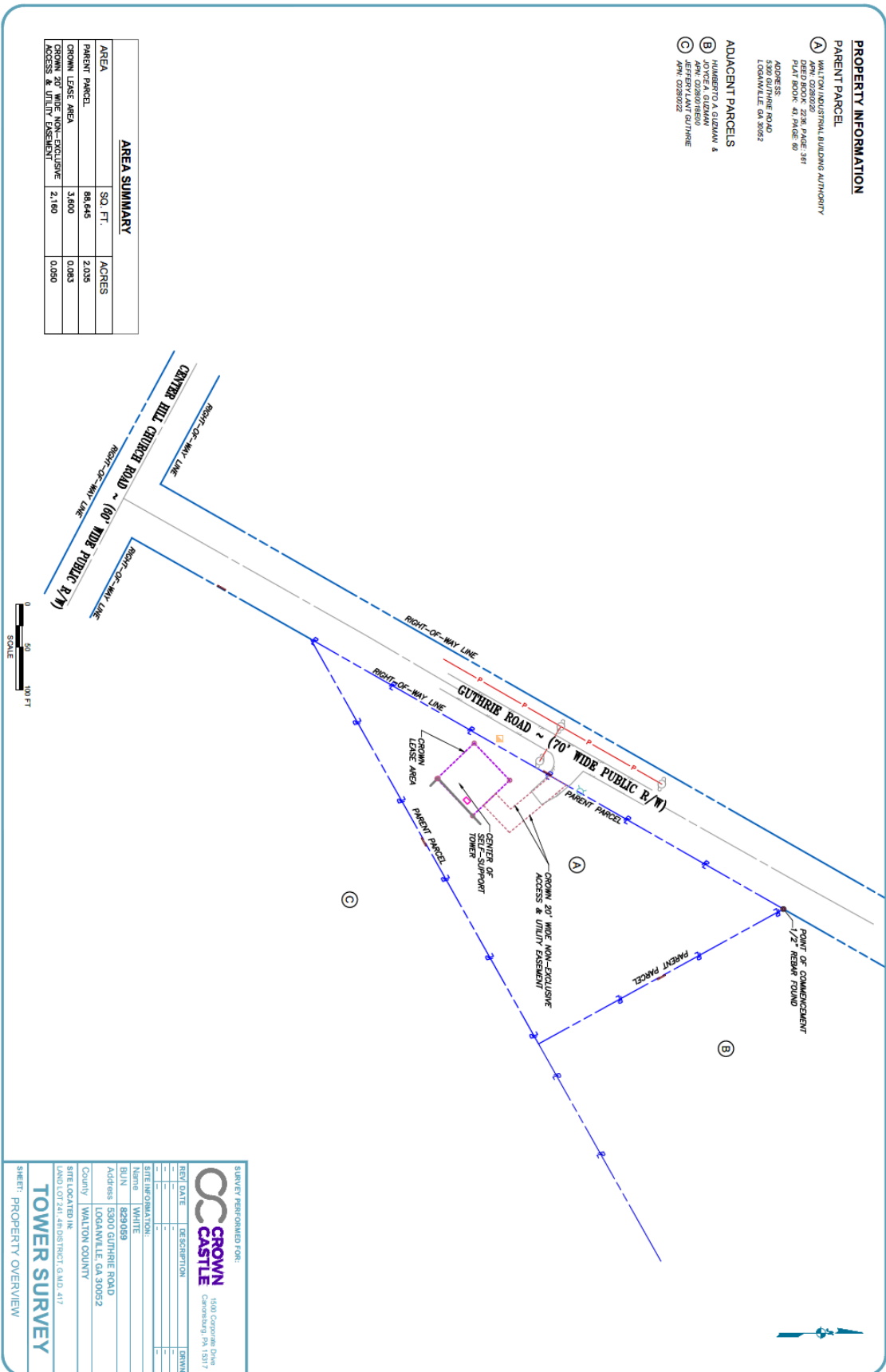
BEGINNING AT AN 1/2" REBAR FOUND AT THE NORTH CORNER OF THE PARENT PARCEL; THENCE PROCEED ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GUTHRIE ROAD S29°46'02"W FOR A DISTANCE OF 291.44 FEET TO THE POINT OF BEGINNING;

THENCE, S39°51'01"E FOR A DISTANCE OF 86.48 FEET;  
 THENCE, S46°14'46"W FOR A DISTANCE OF 43.89 FEET;  
 THENCE, N43°45'14"W FOR A DISTANCE OF 20.00 FEET;  
 THENCE, N46°14'46"E FOR A DISTANCE OF 25.21 FEET;  
 THENCE, N39°51'01"W FOR A DISTANCE OF 60.37 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GUTHRIE ROAD;  
 THENCE N29°46'02"E ALONG THE SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 21.34 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,160 SQUARE FEET OR 0.050 ACRES, MORE OR LESS.

As shown on the following pages:





**PROPERTY INFORMATION**

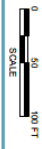
**PARENT PARCEL**  
 WALTON INDUSTRIAL BUILDING AUTHORITY  
 DEED BOOK 228, PAGE 361  
 PLAT BOOK 43, PAGE 60

**ADDRESS**  
 5300 GUTHRIE ROAD  
 LOOKAWALE, GA 30052

**ADJACENT PARCELS**  
 (A) HANBERTO A. GUZMAN &  
 JOYCE A. GUZMAN  
 DEFEASIBLE EASEMENT  
 APN: 0280922  
 (B)  
 (C)

**AREA SUMMARY**

AREA	SQ. FT.	ACRES
PARENT PARCEL	88,445	2.035
CROWN LEASE AREA	3,600	0.083
CROWN 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT	2,180	0.050



SURVEY PERFORMED FOR:

**CROWN CASTLE**  
 1410 Greenway Drive  
 Cantonment, FL 33117

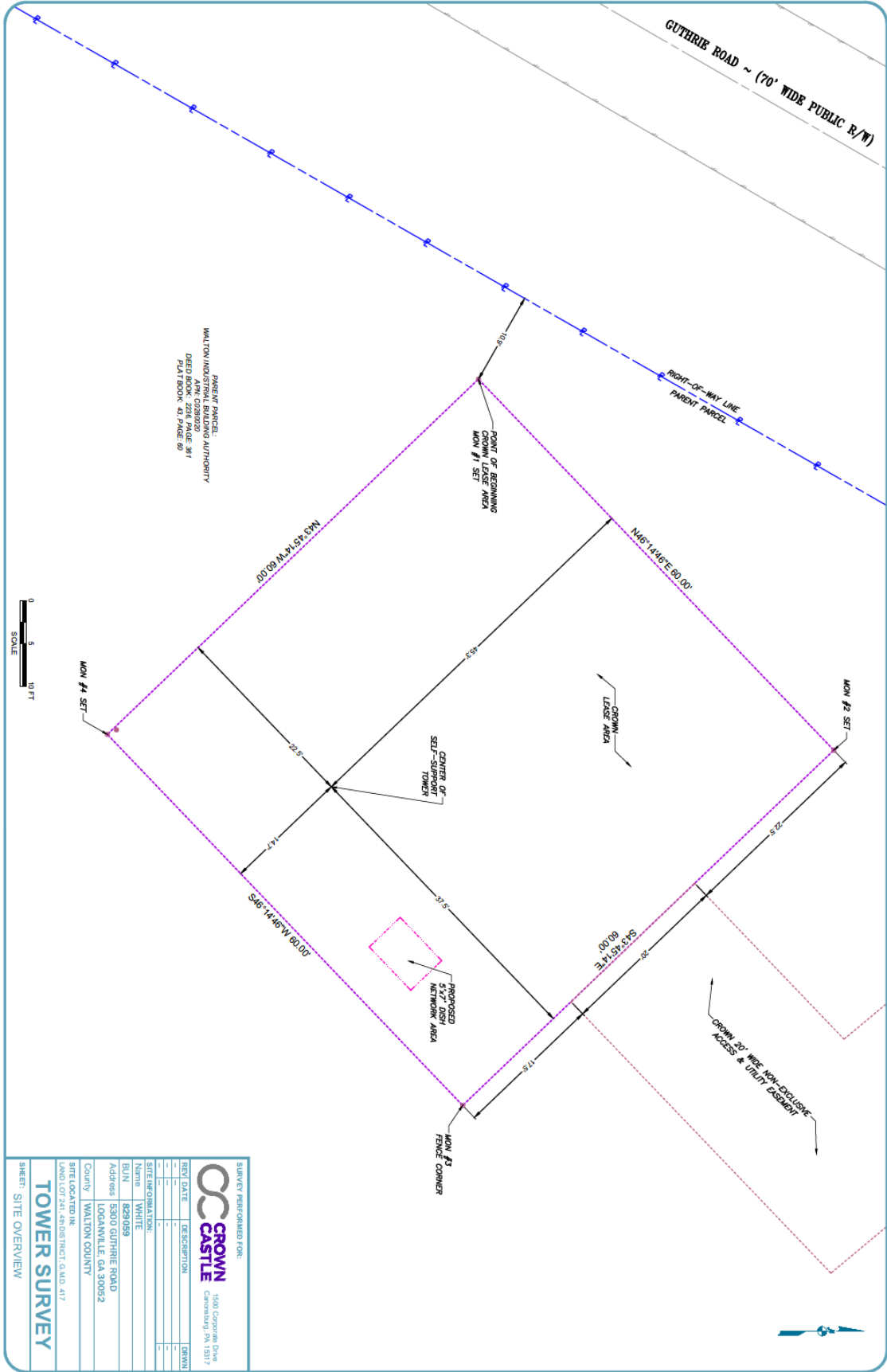
REV. DATE	DESCRIPTION	BY
-	-	DRWH

**SITE INFORMATION:**  
 Name: WHITE  
 BUJN: 829059  
 Address: 5300 GUTHRIE ROAD  
 Lookawale, GA 30052  
 County: WALTON COUNTY

SITE LOCATED IN:  
 LAND LOT 243, 4th DISTRICT, G.M.D. 417

**TOWER SURVEY**  
 SHEET: PROPERTY OVERVIEW





SURVEY PERFORMED FOR:

**CROWN CASTLE** 1450 General Drive  
Cantonburg, GA 30117

REV	DATE	DESCRIPTION	BY
1			SRVW

**SITE INFORMATION:**

NAME: WHITE  
 BUIN: 829059  
 Address: 5500 GUTHRIE ROAD  
 LOOMVILLE, GA 30092  
 County: WALTON COUNTY

SITE LOCATED IN:  
 LAND LOT 241, 4th DISTRICT, Q.M.D. 417

**TOWER SURVEY**

SHEET: SITE OVERVIEW

A-5

Recording Requested by and Return to:  
Crown Castle  
8020 Katy Freeway, Suite 900  
Houston, Texas 77024  
Attention: CCRE Department

Cross Reference to:  
Deed \_\_\_\_\_, Page \_\_\_\_\_  
Walton County, Georgia Records

STATE OF GEORGIA )

COUNTY OF WALTON )

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE WITH OPTION**

**THIS AGREEMENT AND MEMORANDUM OF First AMENDMENT TO SITE LEASE WITH OPTION (“Memorandum”)** is entered into as of the last date of execution set forth below, by and between **WALTON INDUSTRIAL BUILDING AUTHORITY**, a public body corporate and politic of the State of Georgia, successor in interest to Walton County, Georgia, having a mailing address of 303 S Hammond Drive, Ste. 330, Board of Commissioners, Monroe, GA 30655-2904 (the “**Landlord**”), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, successor in interest to Powertel/Atlanta, Inc., having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: Lease Compliance (“**Tenant**”).

**WITNESSETH:**

**WHEREAS**, Walton County, Georgia and Powertel/Atlanta, Inc. entered into that Site Lease with Option dated September 2, 2003 (the “**Lease**”), covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “**Premises**”); and

**WHEREAS**, the Lease has an original term (including all extension terms) that will terminate on November 20, 2033 (the “**Original Term**”); and

**WHEREAS**, effective as of the date of this Memorandum, Landlord and Tenant have amended the Lease pursuant to that certain First Amendment to Site Lease with Option dated as of the date hereof (the “**Amendment**”) and desire to acknowledge, confirm and make record of the Amendment.

**NOW, THEREFORE**, Landlord and Tenant hereby acknowledge and agree that the following accurately represents the Lease, as amended by the Amendment:

**MEMORANDUM OF FIRST AMENDMENT TO  
SITE LEASE WITH OPTION**

Landlord: Walton Industrial Building Authority, a public body corporate and politic of the State of Georgia, with a mailing address of 303 S Hammond Drive, Ste. 330, Board of Commissioners, Monroe, GA 30655-2904.

Tenant: T-Mobile USA Tower LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: Lease Compliance.

Premises: The real property leased by Landlord to Tenant together with an easement for ingress and egress thereto is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of five (5) years, beginning on November 21, 2003.

Expiration Date: The first three (3) extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on November 20, 2023.

Right to Extend or Renew: Tenant has two (2) remaining options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Tenant exercises all extensions/renewals, the final expiration of the Lease will occur on November 20, 2023.

Option to Purchase: No.

Right of First Refusal: No.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Landlord and Tenant ratify, confirm and adopt the Lease, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and

conditions of the Lease shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**[Signatures appear on the following pages]**



**IN WITNESS WHEREOF**, the parties have executed this Agreement and Memorandum of First Amendment to Site Lease with Option on the day and year first written above.

Signed, Sealed and  
Delivered in the Presence of:

\_\_\_\_\_  
Unofficial Witness

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

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_

**LANDLORD:**

**WALTON INDUSTRIAL BUILDING  
AUTHORITY,**  
a public body corporate and politic of the  
State of Georgia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed, Sealed and  
Delivered in the Presence of:

\_\_\_\_\_  
Unofficial Witness

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

**TENANT:**

**T-MOBILE USA TOWER LLC,**  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT "A"**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 241 OF THE 4TH DISTRICT, BUNCOMBE G.M.D. 417, WALTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1/2" REBAR FOUND AT THE NORTH CORNER OF THE PARENT PARCEL; THENCE PROCEED ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GUTHRIE ROAD S29°46'02"W FOR A DISTANCE OF 409.13 FEET; THENCE S60°13'58"E FOR A DISTANCE OF 10.86 FEET TO THE POINT OF BEGINNING;

THENCE, N46°14'46"E FOR A DISTANCE OF 60.00 FEET;  
 THENCE, S43°45'14"E FOR A DISTANCE OF 60.00 FEET;  
 THENCE, S46°14'46"W FOR A DISTANCE OF 60.00 FEET;  
 THENCE N43°45'14"W FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,600 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

**Together with:  
 ACCESS & UTILITY EASEMENT:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 241 OF THE 4TH DISTRICT, BUNCOMBE G.M.D. 417, WALTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

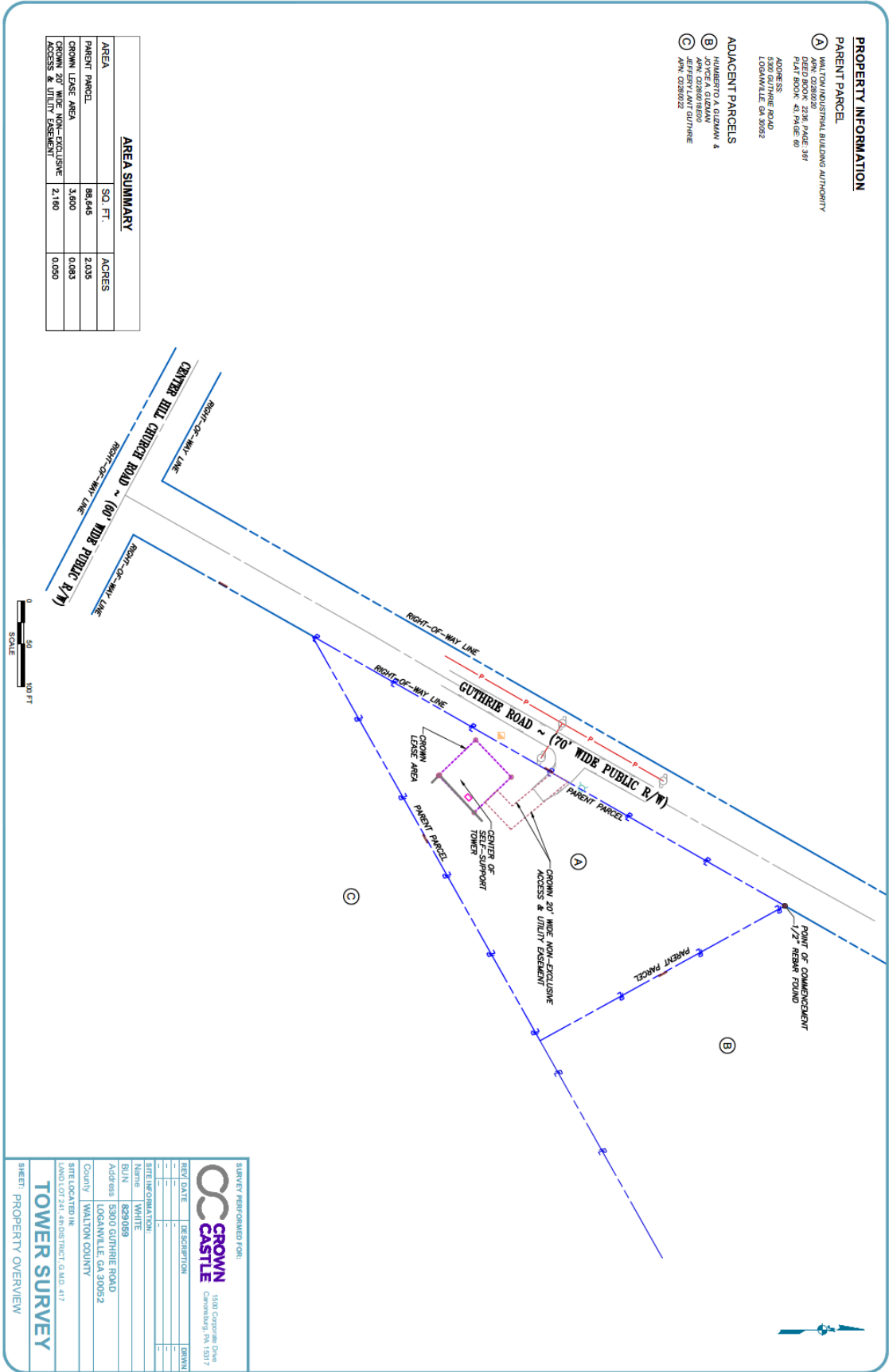
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 THENCE N29°46'02"E ALONG THE SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 21.34 FEET TO THE POINT OF BEGINNING.

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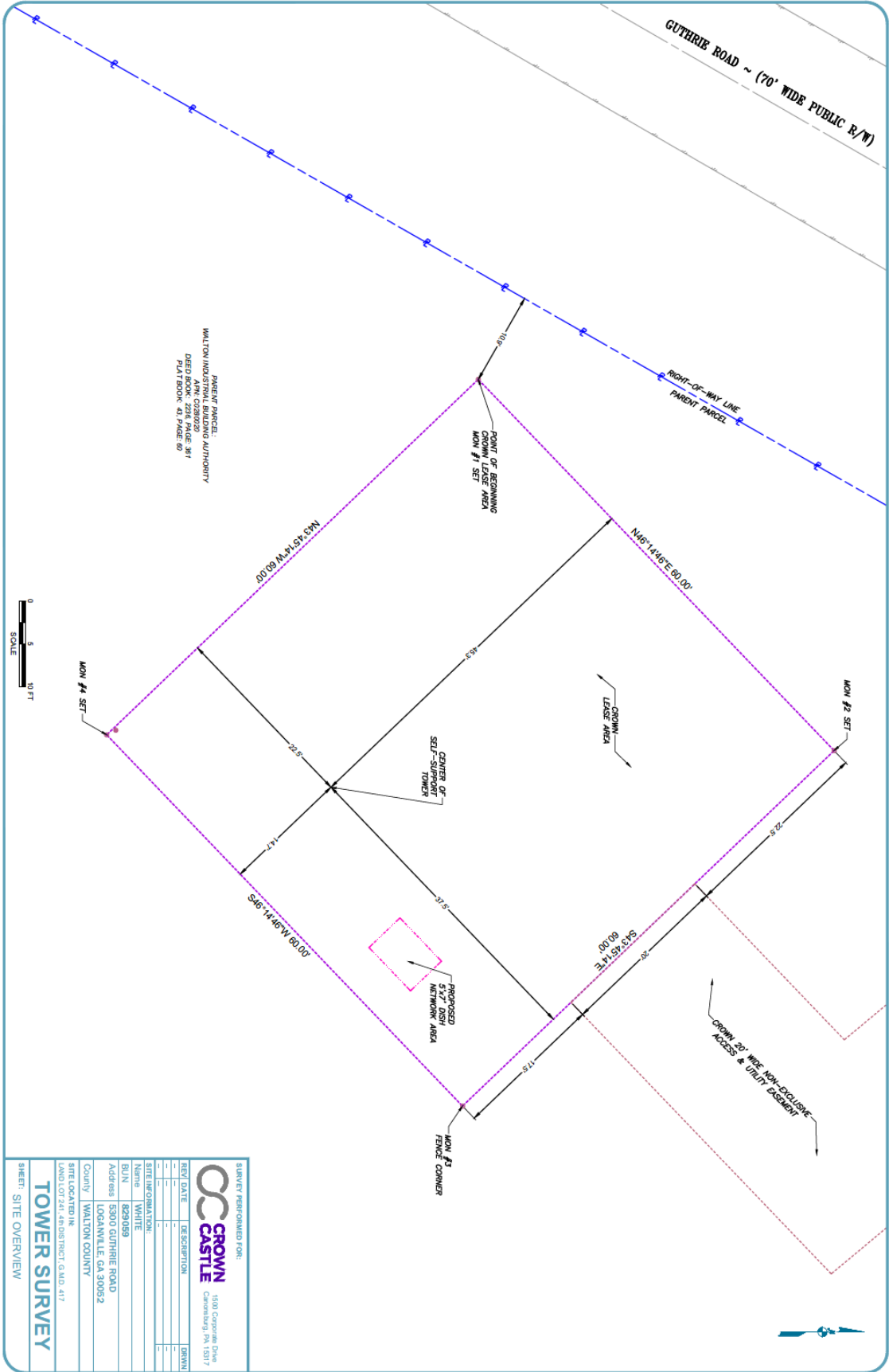
As shown on the following pages:





A-3





SURVEY PERFORMED FOR:

**CROWN CASTLE** 1400 Corporate Plaza  
 Caryville, GA 30517

REV	DATE	DESCRIPTION	BY
1			SRWIN

**SITE INFORMATION:**

Name: WHITE  
 BU#: 829059  
 Address: 5300 GUTHRIE ROAD  
 LOANVILLE, GA 30092  
 County: WALTON COUNTY

SITE LOCATED IN:  
 LAND LOT 241, 4th DISTRICT, Q.M.D. 417

**TOWER SURVEY**

SHEET: SITE OVERVIEW

A-5

**WALTON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM SUMMARY**

MEETING DATE: September 13, 2022

SUBJECT:

RECEIVED FROM: Rhonda Hawk

New Business       Old Business

ITEM SUMMARY: We received 10 proposals for Mulching and Brush Clearing at HLC.

The following proposals were submitted:

Southern Land Clearing	\$ 26,890.00
Alpha Mulching	\$ 45,000.00
Elevated Land Management	\$ 59,400.00
Mountain Mulching	\$ 67,500.00
Merit First, LLC	\$ 85,800.00
Buckeye Land Management	\$ 89,040.00
AKA Tree Service	\$ 99,375.00
Barfield Ranch & Enterprises, LLC	\$ 106,000.00
The Goat Land Services	\$ 125,000.00
Lead Foot Mulching & Grading	\$ 132,500.00

ADMINISTRATIVE RECOMMENDATION: Please award the lowest proposal from Southern Land Clearing in the amount of \$26,890.00 contingent on references and insurance certificates and giving the Chairman the option to award to the seconded lowest proposal if needed.





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



August 13, 2022

To: Chairman Thompson

Reference: Flock Safety Quote Q-04573

Mr. Thompson,

Per your request please review the submitted quote from Flock Safety. Flock Safety provides a sole source, (Sole Source Letter included), Automatic License Plate Reader solution. This specific system is used nationally by law enforcement, residential neighborhoods and businesses. It allows for the sharing of information amongst agencies as well as private entities.

Currently the Walton County Sheriff's Office has utilized this system to aid in solving an average of 5 or more crimes a month. We believe this number will increase exponentially with the recent addition of these cameras in the City of Monroe and our proposed additions. We also recover an average of three stolen vehicles a month with the aid of the system. There is no doubt these numbers will increase exponentially as well.

We are proposing a typical installation of the system. This entails cameras based around the main perimeter roadways of the boundaries of the county as well as other high traffic areas. This plan requires 50 camera systems. The initial installation costs of the system is \$277,500.00. This is a two year term that remits at year three for \$130,000.00.

I would be glad to explain the project in greater detail as needed.

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Whisnant".

Major Scott Whisnant

# flock safety

Created Date: 09/13/2022

Expiration Date: 10/13/2022

Quote Number: Q-04573

Prepared By: Keith Kenner

Phone: 4047982998

Email: keith.kenner@flocksafety.com

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## Address Information

Bill To:  
1425 S Madison Ave  
Monroe, Georgia 30655

Ship To:  
1425 S Madison Ave  
Monroe, Georgia 30655

Billing Company Name: GA - Walton County  
SO

Billing Phone: 770) 267-1434

Billing Contact Name: Scott Whisnant  
Billing Email Address: scott.whisnant@co.walton.ga.us

Billing Fax:

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## Terms and Conditions

Contract Start Date: 11/01/2022

Billing Method: Net 30

Subscription Term: 24

Billing Frequency: 50%/25%/25%

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## Services

Product	Description	List Price	Sales Price	Quantity	Total Price
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# flock safety

Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$5,000.00	\$5,000.00	50.00	\$250,000.00
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade Falcon cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.	\$10,000.00	\$10,000.00	50.00	\$10,000.00
Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	50.00	\$17,500.00

Total Price: \$277,500.00

Estimated Tax: \$0.00

Recurring Total: \$130,000.00

*Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.*

**WALTON COUNTY HOSPITAL AUTHORITY**

P. O. Box 1026  
Monroe, GA 30655-1026  
770-207-1408 FAX 207-1409  
[wchcfi@gmail.com](mailto:wchcfi@gmail.com)

Ms. Rhonda Hawk  
County Clerk  
Walton Co. Board of Commissioners

Dear Ms. Hawk:

RE: Hospital Authority Board Appointments

The following board appointments expire on 9/30/2022. We would like to submit them for **reappointment for a five year term expiring 9/30/2027.**

1. Mrs. Sue McCullers
2. Ms. Melissa Shanahan
3. Mr. Ben Garrett

In addition, the term of Dr. Mark Shaffer is also expiring on 9/30/2022. Dr. Shaffer no longer resides in Walton County. **As a replacement for Dr. Shaffer, The Authority would request the appointment of Charles D. Preston.**(bio attached). Charles has served on the Walton County Health Care Foundation board for several years providing excellent insight and guidance. If approved, this appointment term will expire 9/30/2027.

Thank you so much for your assistance in these requests. Please feel free to call Ben Garrett at 770-601-2180, or email to [wchcfi@gmail.com](mailto:wchcfi@gmail.com) if have any questions or need further information.

Respectfully,



Alan Duval, Chairman

Charles Dixon Preston is a Walton County native, residing in both Monroe and Social Circle. Preston is a 1998 alum of George Walton Academy. Sticking to his small town roots, he attended Georgia College and State University for his undergraduate studies. Graduating in 2003 with a Bachelor of Science in Political Science, Preston purchased a home in the Lake Oconee Area and spent the next few years working for the Ritz-Carlton Lodge on Lake Oconee. Working for the Ritz-Carlton was a landmark experience which afforded him the professional foundation, training, and foresight that he would apply to all future endeavors.

During his career at the Ritz-Carlton, he was introduced to Shane Bridges, who would eventually become one of his partners at ListingTank.com. ListingTank was born out of their entrepreneurial spirit and collaboration as an online rental site that later sold in 2009 to a private buyer. After the sale of this start-up company, Preston and Bridges started MedLaundry, a medical linen and scrub rental company. The business began flourishing while delivering medical linen from the back of Bridge's SUV. With a small washer and dryer, they grew the operation to nine employees with multiple pieces of large equipment and professional delivery trucks. The cornerstone to their success was the customer service and the foundation for that service that he got through the Ritz.

After the first successful years with MedLaundry, Preston and Bridges purchased a franchise of Heaven's Best Carpet Cleaning. The team provided service to the Ritz-Carlton, multiple surgery centers, Reynolds Lake Oconee's corporate office, limited private customers, and maintained Georgia Military College's 100,000 sq. foot office spaces. The impending birth of Preston's daughter, Catherine Eleanor, caused the pair to discontinue discussions of expansion and decide instead to sell the business to Low Country Medical Linen in 2016 so that Preston could return to Monroe and assume the role of father to Catherine and partner to her mother, Lisa. A short time later in 2016, Heaven's Best was sold to the Athens area franchisee owner in October.

Preston continued his work in the medical linen business, agreeing as a condition of the MedLaundry sale that he would work with Low Country Medical Linen, as the Sales Manager for Georgia and continue the strong customer relationships that he built over the years of owning the business. Once these obligations were completed he opened Lake Sinclair Storage in Milledgeville, Ga. in 2018 which was purchased by Bolt Storage in December of 2021. Preston is currently the owner of Storage of Dublin and has other storage facility projects in development. Preston also co-owns TPW Services, an ATM business that has been in operation since 2014. Preston is focused on continuing the steady economic growth in Walton County over the coming years and contributing to a healthy community for his daughter and all generations to follow.