



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, June 07, 2022 at 6:00 PM

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

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

AGENDA

1. **PUBLIC COMMENT/PRESENTATIONS** | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*
2. **MEETING OPENING**
 - 2.1. Pledge of Allegiance & Invocation
 - 2.2. Call to Order
 - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
 - 3.1. Additions/Deletions
4. **PLANNING COMMISSION RECOMMENDATIONS**
 - 4.1. Approval with conditions - Z22020018 - Rezone 8.68 acres from A1 to B2 with conditional use for outside storage - Applicant: Jason Atha/Owners: Don Moon & David Samples Property located at Ga. Hwy. 11 and Mahlon Smith Rd - Map/Parcel C1400090 - District 4 (tabled 4/5/22)

Conditions: 1) realign Mahlon Smith Rd to allow ingress/egress from Hwy. 11 only, to be coordinated with GDOT, 2) no commercial vehicle storage, 3) 8' high screened/solid fence around entire perimeter 4) vegetative screen on property adjacent to A1 parcels
 - 4.2. Approval of Z22030027 - Rezone 5.00 acres from A to A1 - Applicant/Owner: Alisha Bowen - Property located at 5748 Kent Rock Rd. - Map/Parcel N029E010 - District 3
 - 4.3. Approval with conditions - Z22030028 - Rezone 5.28 acres from A1/R1 to A to grow & sell plants with customer contact - Applicant: Cosmin Bactan/Owners: Cosmin & Aurica Bactan - Property located at 1630 New Hope Church Rd. - Map/Parcel C0610090 - District 3

Conditions: 1) hours of retail to be 7:00 a.m. - 7:00 p.m., 2) no commercial farm animal production on premises
 - 4.4. Approval of Z22040001 - Rezone 12.79 acres from B2 to B3 for car storage and shipping - Applicant: Kofi Kumi/Owners: Norma Billingsley, James & Elaine Bailey - Property located at Hwy. 20 - Map/Parcel C0070007 - District 2

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

Conditions: 1) a minimum 8' high fence shall be installed along the property frontage on Lowry Rd., 2) the fence shall be kept in good repair at all times, 3) on the Lowry Rd. side of the fence, the applicant shall install a single row of large evergreen trees similar to Japanese Cryptomeria or Thuga Green Giant, but excluding Leyland Cypress, 4) trees shall be spaced a maximum of 25' on center and must be a minimum 8' tall at time of installation, 5) all required landscaping and fencing shall be installed outside the right-of-way of Lowry Rd., 6) frontage screening requirements described herein may be utilized to satisfy any outdoor storage screening requirements of the Walton County Comprehensive Land Development Ordinance as determined by the Director of Planning and Development

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

Condition: 1) add an 8' opaque fence with landscaping

5. PLANNING & DEVELOPMENT

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

- 5.2.** Adoption/Resolution - Walton County Comprehensive Plan Update

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

- 6.1.** Approval of May 3, 2022 Meeting Minutes
- 6.2.** Contracts & Budgeted Purchases of \$5000 or Greater
- 6.3.** Declaration of Surplus Property
- 6.4.** Walton County Water - 2022 Water Charge Offs
- 6.5.** Agreement Extension - State Properties - DFACS
- 6.6.** DebtBook Software Agreement
- 6.7.** Contract - Family Connection Partnership Renewal FY23
- 6.8.** Elections - Request to apply for Precinct Card Postage Grant

7. ACCEPTANCE OF BIDS/PROPOSALS

[7.1.](#) Proposal - WCPSC Component GMP #1 McCarthy + Barnsley

[7.2.](#) Proposal - Sunbelt Builders GMP - Courtrooms

[7.3.](#) Bid - Agricultural Extension Office Bldg.

8. RESOLUTIONS

[8.1.](#) Resolution - Authorizing Chairman to amend the FY22 Budget as part of the fiscal year closing process

[8.2.](#) Resolution - FY22 Budget Amendments

[8.3.](#) Resolution - Adoption of FY23 Budget

9. DISCUSSION

10. ANNOUNCEMENTS

11. EXECUTIVE SESSION

12. ADJOURNMENT

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

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below and return it to the County Clerk no later than 5:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form.

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

For more information, please contact Rhonda Hawk.

Rezone Z22020018 Staff Analysis

Commission District: 4 - Bradford

Planning Commission Hearing Date: 03-03-2022

Board of Commissioners Hearing Date: 04-05-2022 – Board of Commissioners reverted this case back to the Planning Commission for their 05-05-2022 Meeting

Planning Commission Hearing Date: 05-05-2022

Board of Commissioners Hearing Date: 06-07-2022

Parcel ID: Map C1400090

Acreage: 8.68

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

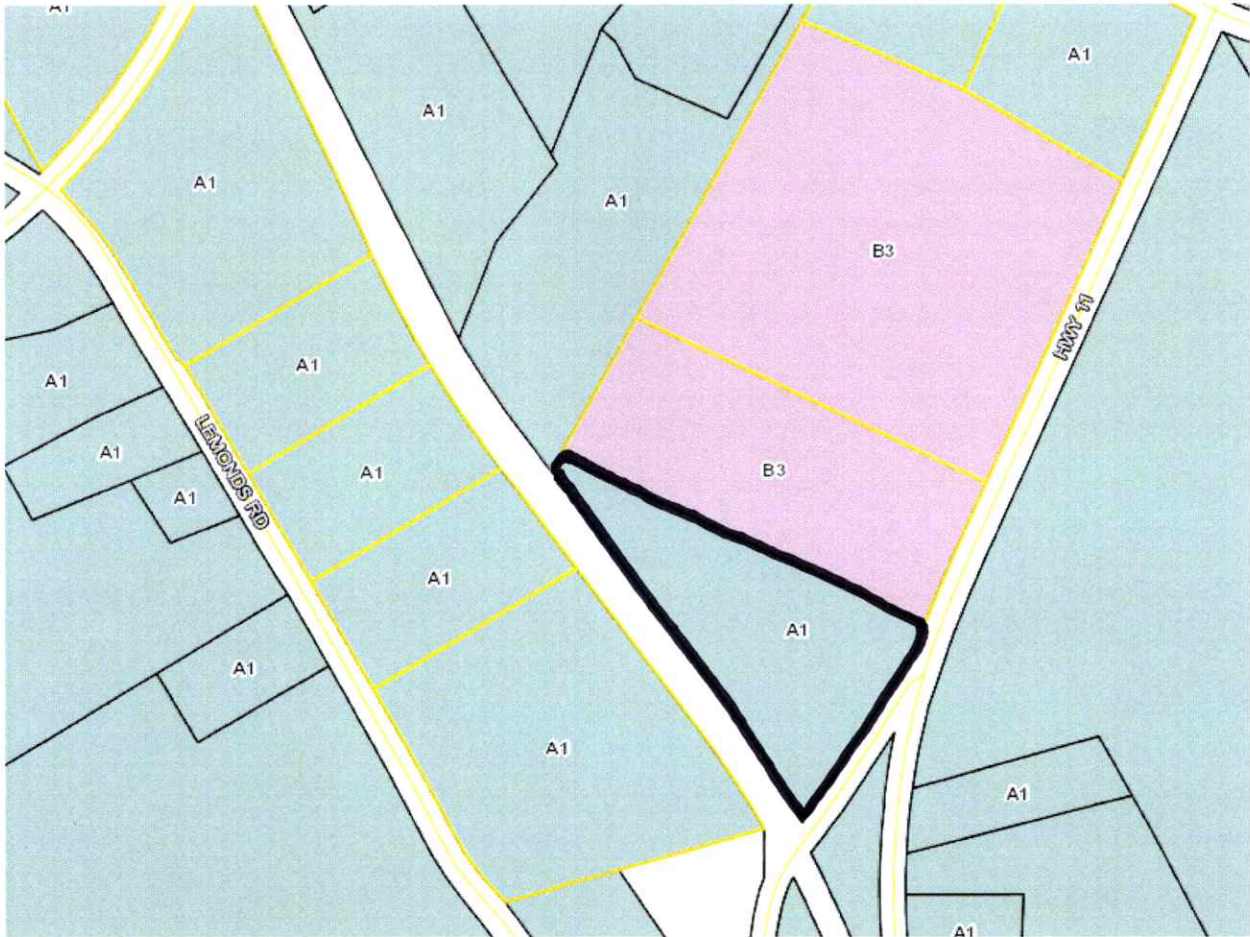
Owner:
Don Moon & David Samples
P.O. Box 243
Good Hope, Georgia 30641

Property Location: GA Hwy 11 and Mahlon Smith Road



Current Character Area: Neighborhood Residential

Current Zoning: A1



Request: Rezone 8.68 acres from A1 to B2 with conditional use for outside storage. Applicant is okay with condition of no tractor trailer parking.

Staff Comments/Concerns:

Article 6 - Outdoor Storage (20)

- A. Outdoor storage yards shall be set back at least 15 feet from any side or rear property lines.
- B. Use shall be screened by a solid fence at least eight (8) feet high.
- C. The setback distance shall be appropriately landscaped to provide a vegetative screen.
- D. Outdoor storage shall not be located in any required front yard building setback area.

Site Analysis: The 8.68 acre tract is located on Highway 11 & Mahlon Smith Road. The surrounding properties are zoned A1 and B3.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends if approved that proper right of way abandonment be completed per requirements and that any new right of way acquisition and roadway realignment be properly deeded and dedicated to Walton County prior to a C/O and that a De-Cell lane be installed at the Ingress/Egress portion of Mahlon Smith Road. May need comments from GDOT. See above comments and add comments that the Commercial Traffic access only from the new aligned intersection location with no trucks allowed from the opposite or south end of Mahlon Smith Road.

Sheriffs' Department: This will have no impact on the Walton County Sheriff's Office.

Water Authority: This area is served by an existing 10" diameter water main along on Highway 11. (static pressure: 90 psi, Estimated fire flow available: 800 gpm @ 20 psi. No system impacts anticipated.

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

City of Social Circle: This could affect Social Circle and could increase traffic outside the city limits of Social Circle.

Fire Department: Walton County Fire Rescue has no issues.

Fire Code Specialist: 1) All proposed facilities shall meet International Fire Code (2018), Life Safety Code (2018), and the Georgia Accessibility Code
2) The code compliance shall be subject to a plan review.

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

Development Inspector: No comment received.

DOT Comments: Will require GDOT coordination.

Archaeological Information: No comment received.

PC ACTION 3/3/2022:

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

Presentation: Dylan Ivey represented the case on behalf of Jason Atha. He would like to rezone property from A1 to B2 to park trucks, trailers, boats and campers. To the left is a railroad and to the right is zoned B-3. There is frontage on Highway 11 and they would fence it in with an 8 foot fence with a screen.

Brad Bettis asked if it was for commercial trucks and vehicles. His concern is off Mahlon Smith Road, he feels trucks shouldn't be going down Mahlon Smith Road. He also stated on the site plan it shows 138 spaces. Mr. Ivey stated yes and that there is traffic but the trucks would come out on Highway 11 and go in to property on Highway 11.

Speaking: Alexandra Callaway who lives on Mahlon Smith Road stated that the comp plan is Neighborhood Residential. The entrance there about 80 % on Mahlon Smith Road. The county road is narrow and she is worried about tractor trailer traffic. Ms. Callaway stated that the end of her street goes to Highway 11. She stated that as far as Tractor Trailers that the roads there are narrow and she is wondering if the trucks are going to be able to make the turn. She also asked if GDOT has done a survey. She stated that they have worked to maintain their small quiet street. She stated that this will negatively affect the high water table and they are all on wells. She also wondered if they were going to do maintenance on the trucks and if it was going to be a gravel lot and if they are going to be on a well. She said look at Highway 78 going toward Loganville and you will see something just like what they want to do. She would recommend something to protect the water and that an 8 mm plastic be put down and then the gravel and then concrete to protect the ground and not allow tractor trailers and have a 50 ft. buffer with evergreens around the site.

Ron Bryce lives at 287 Highway 11 directly across from this property and he stated it is not conducive to large trucks. He asked if they would have a de-cell lane. He would also like to have an 8' chain link fence where it will block the trucks and trailer. He would like 6ft tall trees on 10 ft. centers all around the property and that the buffer out there is not a buffer – you can see right through the trees. This will diminish the property values on existing properties and it would set precedence for zoning on nearby properties.

Elaine Burris has lived on Lemonds Road for 65 year which is a residential community. She is not against growth. She said houses around there are \$400 thousand dollar homes and there are 3 churches in the community. She has picked up trash for 50 years on Mahlon Smith Road. She is a master gardener and feels that this would be a safety issue because of the horrible curve. She is also concerned about the run-off. She said her father was crossing Highway 11 and was hit by an 18 wheeler and spent time in the hospital. The property at the

corner has a huge gulley and there is a river that runs under their property at Lemonds. She said all the good citizens are against this.

Dylan Ivey came back for rebuttal and stated that he completely understands the concerns about traffic. He has plans to re-align Mahlon Smith Road. He will have no cuts through on Mahlon Smith but it will come straight onto Highway 11 and he will comply with GDOT. He will put up an 8 ft. chain link fence with any trees recommended.

Recommendation: Brad Bettis made a motion to deny with a second by John Pringle. The motion carried unanimously.

BOC MEETING 4/5/2022:

CASE WAS REVERTED BACK TO THE 5/5/2022 PLANNING COMMISSION MEETING.

PC ACTION 5/5/2022:

1. **Rezone – Z22020018 – Rezone 8.68 acres from A1 to B2 with conditional use for outside storage– Applicant: Jason Atha/Owners: Don Moon & David Samples – Property located on Georgia Hwy 11 and Mahlon Smith Rd - Map/Parcel C1400090 – District 4.**

Presentation: Gerald Atha represented the case. They would like to do mini-warehouses with outside storage for boats and campers.

Speaking: Alexandra Callaway spoke. She stated that the entrance on Mahlon Smith is very small and she is opposed of it. She stated with a business zoning the entrance should be on Highway 11 and not a small county road.

Gerald Atha came back for rebuttal. Mr. Atha stated that the mini storage would have very little traffic and he has talked to GDOT about a de-cell lane. Josh Ferguson asked if the plan was different than the site plan that was turned in and Mr. Atha stated no. Josh Ferguson asked about storing trucks on the property and Mr. Atha stated that they were not. John Pringle stated that his paperwork says trucks and Charna Parker, Director, advised that they had turned in a letter that no trucks would be stored on the property. Pete Myers asked about re-alignment on Mahlon Smith and Mr. Atha stated that he has coordinated with GDOT. It was

asked if Mr. Atha had a problem with an 8 ft. solid fence and he stated that he did not.

Recommendation: Pete Myers made a motion to approve with conditions of the following:

- 1.** Realignment of Mahlon Smith Road to allow Ingress/Egress from Highway 11 only to be coordinated with Ga. DOT.
- 2.** No commercial vehicle storage allowed.
- 3.** 8' high screened/solid fence around entire perimeter. Art 6-B
- 4.** Vegetative screen on property adjacent to A1 parcels.
with a second by John Pringle. Josh Ferguson opposed. The motion carried 5-1.

Jason Atha

2370 Nunnally Shoals Rd

Good Hope, GA 30641

770/206/0978

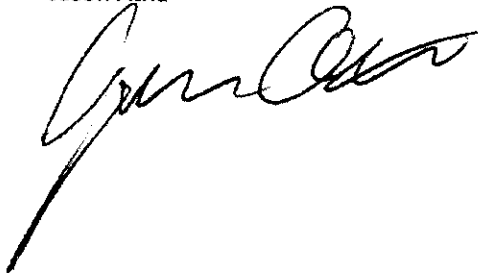
To Whom It May Concern;

Letter Of Intent:

I am wanting to purchase the land off Hwy 11 Social Circle/Mahlon Smith Rd (8.68 acres) from Don Moon/David Samples and have it rezoned to B2 with no intentions of parking tractor trailers.

Thank you for your time,

Jason Atha

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

Rezone Application # Z22D20018 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 3-3-22 at 6:00PM held at ~~WC Board of Comm. Meeting Room~~
Board of Comm Meeting Date 4-5-22 at 6:00PM held at WC Historical Court House

1115.
Broad St
M. G.
30655

You or your agent must be present at both meetings

Map/Parcel C1400090

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Jason Atha
2370 Munnally Shoals Rd
Good Hope GA 30641
E-mail address: _____

Don Moon
P.O Box 243 Good Hope,
Ga 30641
(If more than one owner, attach Exhibit "A")

Phone # 770-206-0978

Phone # (404) 276-4595

Location: 0 HWY 11 C1400090 Requested Zoning B3 B2 Acreage 8.675

J Mahlon Smith
Rd.

Existing Use of Property: A1 - Vacant

Existing Structures: N/A

The purpose of this rezone is To construct a parking lot for
trucks, campers, boats & conditional use for
outdoor storage

Property is serviced by the following:

Public Water: Provider: Walton County Well: _____

Public Sewer: N/A Provider: _____ Septic Tank: _____

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

Signature [Signature] Date 2/4/22 Fee Paid \$550.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

Comprehensive Land Use: Neighborhood Residential DRI Required? Y _____ N —

Commission District: 4-Bradford Watershed: Hard Labor Creek WPA TMP —

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Jason Atha

Address: 2370 Nunally shoals rd Good Hope 30641

Telephone: 770-206-0978

Location of Property: 0 HWY 11 Monroe, Ga 30655

Map/Parcel Number: C1400090

Current Zoning: A1 Requested Zoning: B3 B2^{DR}

[Signature]
Property Owner Signature

[Signature]
Property Owner Signature

Print Name: Don Moon

Print Name: David Samples

Address: PO Box 243 Good Hope, GA

Address: 1775 Queens Cemetery Rd. Good Hope, Ga

Phone #: (404) 276-4595

Phone #: (678) 858-7783

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

[Signature] 2/4/2022
Notary Public Date



Brandy L Atha
exp. Aug 16, 2022

Exhibit "A"
0 HWY 11
Monroe, Ga 30655
Parcel: C1400090

Second Property Owner Name/Address:

David Samples
1775 Queen Cemetary Road
Good Hope, Ga 30641
(678) 858-7783

Walton County Planning and Development would suggest:

Before you apply for a **Conditional Use Permit** or a **Rezone** or a **Change of Occupancy** on your property, that you do the following.

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

The Site

Step one:

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

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

Step two:

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

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

Step three:

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

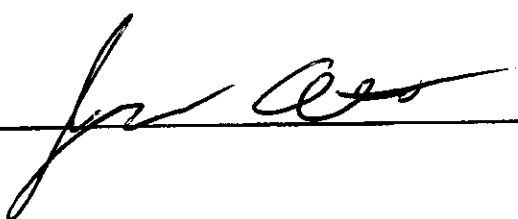
- Schedule a pre-construction meeting with the Development Inspection Department.
- Install all BMP's per your approved Erosion Control Planning.
- When all site work is complete and inspection are signed off, you will receive a certificate of completion.

The Building(s)

Step one:

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

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

Signature of Applicant:  Date: 2/4/22

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
AG
Railroad

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

No diminishing values will occur

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

It will not affect any of the adjoining properties negatively.

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

Providing a space for this needed use and there will be no hardship imposed upon property owners.

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

No economic value

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

20+ years

Authorization Letter

To Whom It May Concern:

764 Michael Rd, Monroe, Ga. 30656

I, Jason Atha, authorize Dylan Ivey or Attorney of choice to represent me throughout the rezone process.

Thank You,



Jason Atha

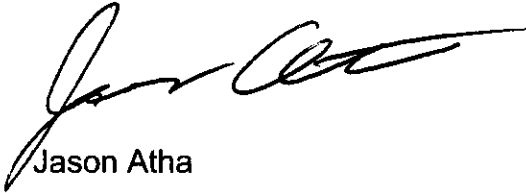
Letter Of Intent

0 HWY 11 Monroe, Ga 30655 Parcel:C1400090

To Whom It May Concern:

The rezone application being submitted is to rezone the subject property from A1 to ~~B3~~ ^{B2 D1} in order to construct a truck, camper, and boat parking facility.

Thank You,

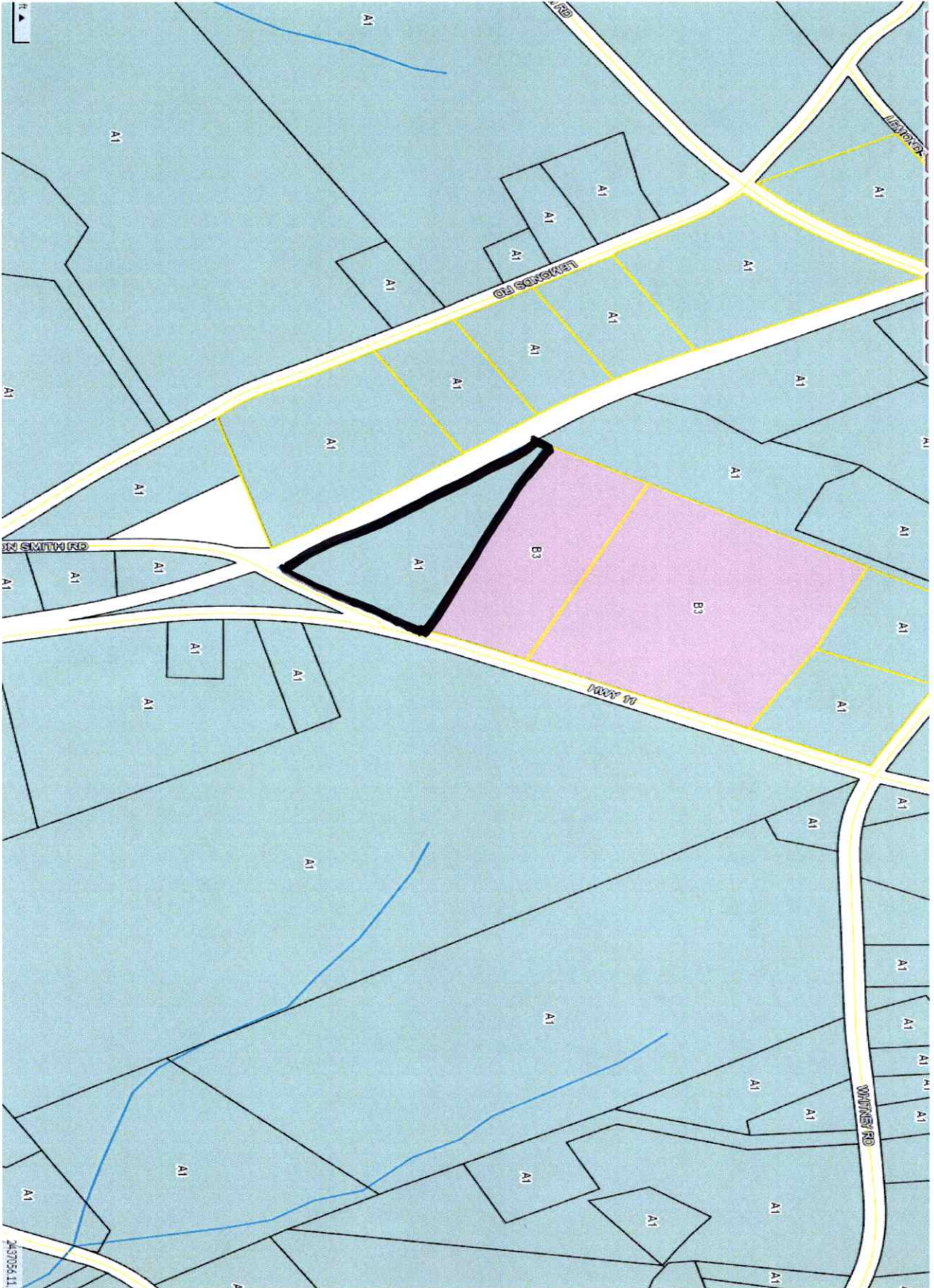


Jason Atha

Z22020018 – Hwy 11 & Mahlon Smith Road



Z22020018 – Hwy 11 & Mahlon Smith Road



Plat Doc: PLAT
Recorded 04/16/2018
01:51PM

KATHY K. TROST
 Clerk Superior Court,
 WALTON County, Ga.
 BK 00114 Pg 0080
 Participants: 9566767899

NUMBER	CURVED DIRECTION	CURVED LENGTH	ARC LENGTH	POINTS
C1	N 33°11'16" W	355.28	355.44	3227.26
1	S 20°33'53" W	35.98		
2	S 16°09'29" W	213.17		
3	S 11°26'53" W	81.08		
4	S 10°51'30" W	30.60		
5	S 08°46'44" W	53.22		
6	S 07°58'23" W	50.67		
7	S 7°20'41" W	24.57		
8	N 30°28'51" E	44.35		

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THIS SURVEY COMPLETES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67 AS AMENDED BY HOUSE BILL 12018. IN THAT THERE IS A CONFLICT EXIST BETWEEN THESE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

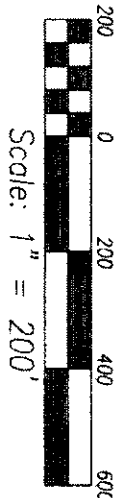
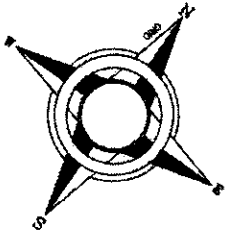
SURVEYORS CERTIFICATION:

THIS PLAT IS A REARRANGEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDED OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF RIGHTS, DISPUTE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR LIABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES 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 15-6-67.

JOHN F. BREWER, III RLS#2905

DATE

- SURVEYORS CERTIFICATE**
1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSEST PRECISION OF ONE FOOT IN 37,044 FEET AND AN AVERAGE ERROR OF 2 SECONDS PER ANGLE POINT.
 2. THE DATA SHOWN HEREON HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 136,038 FEET AND WAS ADJUSTED BY USING THE CRAWFORD RULE.
 3. ANY OTHER DATA OBTAINED BY LEGAL METHODS OTHER THAN THAT

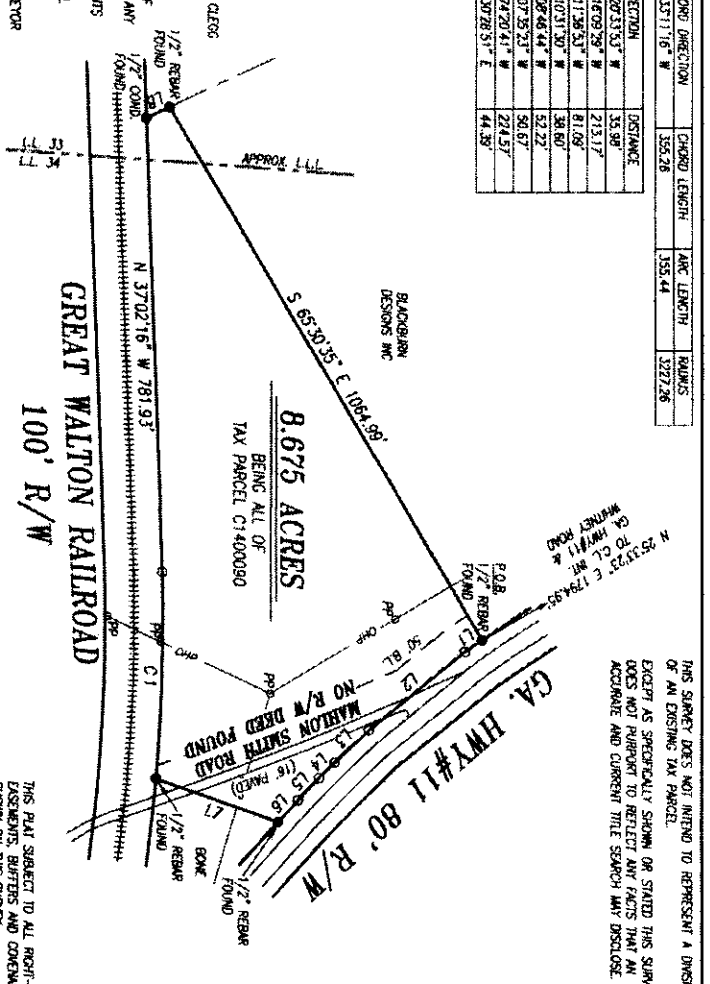


Survey for
DON A. MOON &
DAVID SAMPLES
 STATE OF GEORGIA
 WALTON COUNTY
 LAND LOT 33 + 34
 1st DISTRICT
 DATE OF SURVEY 4/6/2018
 DATE OF PLAT 4/12/2018
 SCALE 1"=200'
 JOB #38028-MOON
 REVISIONS



JOHN F. BREWER
 &
ASSOCIATES

LAND SURVEYING
 LAND PLANNING
 DEVELOPMENT SUPERVISION
 1002 S. BROAD STREET
 MONROE, GEORGIA 30656
 TEL (770) 267-4703
 EMAIL: INFO@CASURVEYING.COM



THIS SURVEY DOES NOT INTEND TO REPRESENT A DIVISION OF AN EXISTING TAX PARCEL.

EXCEPT AS SPECIFICALLY SHOWN OR STATED THIS SURVEY DOES NOT PURPORT TO REFLECT ANY FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HAVE CONSIDERED THE FLOOD INSURANCE RATE MAPS AND DETERMINED THAT, IN MY OPINION, THE AREA AS SHOWN ON THIS SURVEY DOES NOT LAY WITHIN A DESIGNATED FLOOD HAZARD AREA. COMMUNITY PLAN NO. 139700208E EFFECTIVE DATE: 12/8/2016 THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAT FOR FILING:

WALTON COUNTY
 DATE 4/11/18

THE APPROVAL SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORRING.

- REFERENCES:**
- PLAT BOOK 17 PAGE 277
 - PLAT BOOK 51 PAGE 122
 - PLAT BOOK 91 PAGE 189
 - PLAT BOOK 96 PAGE 101
- OWNER OF RECORD:**
 DON A. MOON &
 DAVID SAMPLES
 PO BOX 243
 GOOD HOPE, GA 30641

THIS PLAT SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, BURDENS AND CovenANTS SHOWN OR NOT SHOWN ON THIS SURVEY.

NO EXISTING NATURAL GEODETIC SURVEY MARKUMENT WAS FOUND TO BE WITHIN 500' OF SUBJECT PROPERTY.

THE CERTIFICATION, AS SHOWN HEREON, IS BASED ON A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, EXPERIENCE AND BELIEF AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

THIS DRAWING AND ANY COPIES THEREOF ARE THE PROPERTY OF JOHN F. BREWER AND ASSOCIATES AND ARE NOT TO BE CHANGED OR ALTERED BY OTHERS IN ANY MANNER AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR PART WITHOUT HIS WRITTEN PERMISSION.

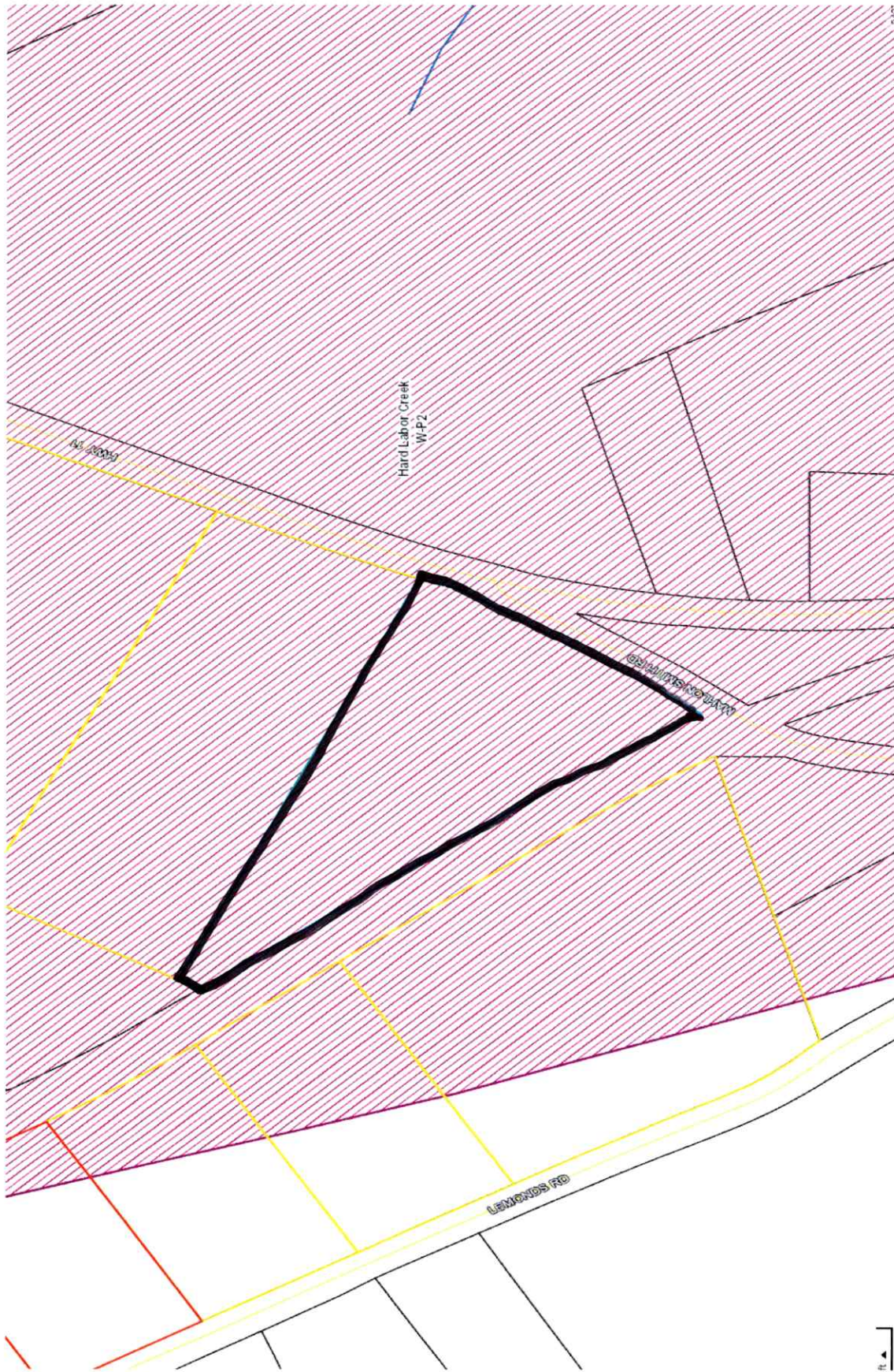
THIS DRAWING WAS PREPARED FOR THE BENEFIT AND EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. NO WARRANTY IS EXTENDED TO ANY UNNAMED THIRD PARTY.

- LEGEND:**
- ARC - INTERSECTION
 - BC - BACK OF CURB
 - SE - SWIMMER SEWER EASEMENT
 - H/W - HEAD WALL
 - CB - CATCH BASIN
 - R/W - RIGHT OF WAY
 - OE - EASEMENT EXISTENT
 - BL - BELIEVED LINE
 - R - RAILS
 - R.C.D. - REINFORCED CONCRETE PIPE
 - C.M.P. - CORRUGATED METAL PIPE
 - LL - LAND LOT
 - LL - LAND LOT LINE
 - CL - CENTER LINE
 - SSWH - SANDY SWIRE MANHOLE
 - W - WATER
 - N - NAD 83
 - W.M.P. - WATERSHED CONTROL DEVICE
 - LAB - SW. M.P.

Z22020018 – Hwy 11 & Mahlon Smith Road



Z22020018 – Hwy 11 & Mahlon Smith Road





303 South Hammond Dr.
Dept. 460
Monroe, Georgia 30655

Office 770.267.1315
770.267.1311
Fax 770.267.1405

Walton County Fire Rescue

Z22020018
0 Hwy 11
Fire Code Specialist Review
02/15/2022

- 1) All proposed facilities shall meet International Fire Code(2018), Life Safety Code(2018), and the Georgia Accessibility Code
- 2) The code compliance shall be subject to a plan review

Jonathan Fuqua
Fire Code Specialist
Walton County Fire Rescue
470-779-3994

Rezone Z22030027 Staff Analysis

Commission District: 3 - Shelnutt

Planning Commission Hearing Date: 05-05-2022

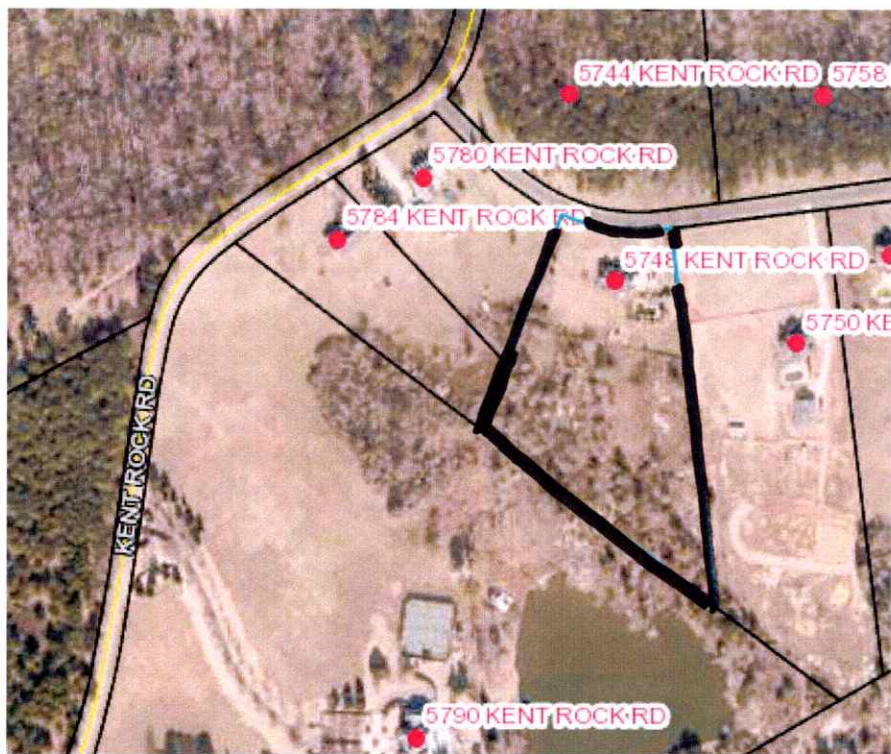
Board of Commissioners Hearing Date: 06-07-2022

Parcel ID: Map N029E010

Acreage: 5.00

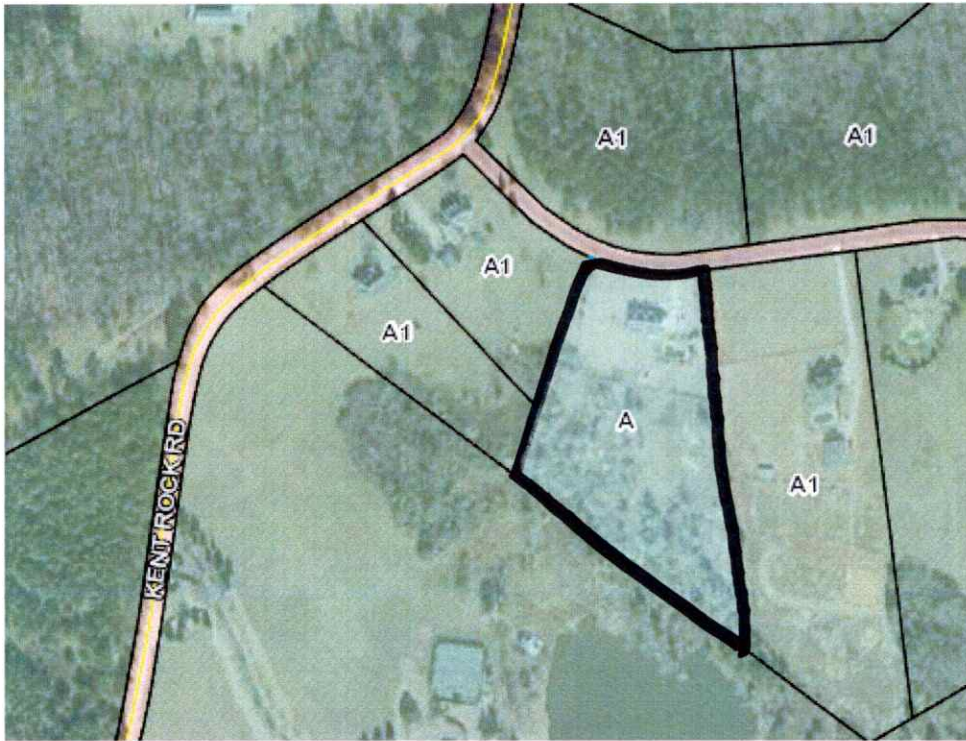
Applicant:/Owner:
Alisha Bowen
5748 Kent Rock Road
Loganville, Georgia 30052

Property Location: 5748 Kent Rock Road



Current Character Area: Suburban

Current Zoning: A



Request: Rezone 5.00 from A to A1 due to applicant moving and reverting property back to original zoning.

Staff Comments/Concerns:

Site Analysis: The 5.00 acre tract is located on 5748 Kent Rock Road. The surrounding properties are zoned A1.

Zoning History:

Z13080005	Alisha Bowen	A-1 to A Comm Kennel	N029E-10 5748 Kent Rock Road	Approved Cond.
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CONDITION: APPROVED FOR DOG KENNEL ONLY.

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

Comments and Recommendations from various Agencies:

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

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

Water Authority: This property is no currently served by Walton County Water Authority.

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

Fire Department: Walton County Fire Rescue has no issues.

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

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

Development Inspector: No comment received.

DOT Comments: Will have no effect on GDOT.

Archaeological Information: No comment received.

PC ACTION 5/5/2022:

- 1. Rezone – Z22030027 – Rezone 5.00 acres from A to A1– Applicant/Owner: Alisha Bowen– Property located on 5748 Kent Rock Rd-Map/Parcel N029E010 – District 3.**

Presentation: Charna Parker, Director of Walton County Planning & Development, represented the case for Alisha Bowen. Ms. Bowen ran a dog breeding business at her home and was zoned A and she advised the homeowners association that if she sold the home that she would rezone the property back to A1 and she is just keeping her word.

Speaking: None

Recommendation: John Pringles made a motion to recommend approval as submitted with a second by Timothy Kemp. The motion carried unanimously.

Rezone Application # 222030027 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm Meeting Date 5/5/22 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)

Board of Comm Meeting Date 06/07/22 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel N029E010

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Alisha Bowen</u>	<u>Same</u>
<u>5748 Kent Rock Rd</u>	
<u>Loganville GA 30052</u>	
E-mail address <u>alishalady02@gmail.com</u> (If more than one owner attach Exhibit A)	
Phone # <u>7703174404</u>	Phone # _____
Location <u>5748 Kent Rock Rd.</u> Requested Zoning <u>A1</u> Acreage <u>5</u>	
Existing Use of Property <u>Dog breeder/Kennel Residence</u>	
Existing Structures <u>Home/Dog pens + Kennels leaving when I move</u>	
The purpose of this rezone is <u>When I applied my HOA agreed to the rezoning with conditions that I have it rezoned if I sell. We will close on the sale 4/29/22 so I need it back to A1</u>	
Property is serviced by the following	
Public Water _____ Provider _____	Well <input checked="" type="checkbox"/>
Public Sewer _____ Provider _____	Septic Tank <input checked="" type="checkbox"/>
<small>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.</small>	
Signature <u>[Signature]</u>	Date <u>03/18/22</u> Fee Paid <u>\$300.00</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 <u>A</u>	Surrounding Zoning North <u>A1</u> South <u>A1</u> East <u>A1</u> West <u>A1</u>
Comprehensive Land Use <u>Suburban</u>	DRI Required? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>
Commission District <u>3-Shelnutt</u>	Watershed <u>_____</u> TMP <u>_____</u>

I hereby withdraw the above application _____ Date _____

RESOLUTION OF NOTICE FROM THE WALTON COUNTY BOARD OF COMMISSIONERS

WHEREAS, the petition filed with the Planning Commission/Board of Commissioners:

Rezone Z13080005-rezone 5.0 acre from A-1 to A for a kennel for Alisha Bowen – Property located at 5748 Kent Rock Road, Property Owner: Alisha Bowen - Map N29E Parcel 10 – District 3

Said case was duly advertised by publishing notice thereon in the Walton Tribune, a newspaper of local circulation 15 days prior to the holding of a public hearing as required, and

WHEREAS, by the terms of said publication the public has been notified that the Planning Commission/Board of Commissioners would proceed to hear and determine the petition filed with said Board, and

WHEREAS, the Planning Commission conducted a public hearing on said petition on **October 3, 2013** The **Planning Commission** having listened to evidence both from those in favor of said Conditional Use, and from those in opposition of said Conditional Use hereby recommends approval

WHEREAS, the Board of Commissioners conducted a public hearing on said petition on **November 5, 2013** The **Board of Commissioners** having listened to evidence both from those in favor of said Conditional Use, and from those in opposition of said Conditional Use hereby order that the application be Approved for dog kennel only.

Under the provision of the Walton County Land Development Ordinance of 1973 as amended.

Approvals are subject to any citizen's right to appeal)

Article 4, Board of Commissioners, Part 4

THIS DECISION RENDERED THE 5th Day of November 2013 WALTON COUNTY BOARD OF COMMISSIONERS

Attest: C. P.
Assistant Director, WC Planning & Development

Date: 12-5-13

AUTHORIZATION BY PROPERTY OWNER

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

New Owner

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

Name of Applicant: Rene Crescione II

Address: 5748 Kent Rock RD, Loganville GA 30052

Telephone: 225-276-6518

Location of Property: Loganville GA

Parcel Number: ~~441/1000~~ NO29E10

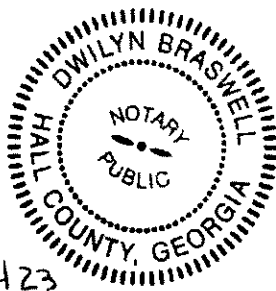
Current Zoning: Res/Commercial Requested Zoning: Residential

<u><i>Rene Crescione II</i></u> Property Owner Signature	_____
Print Name: <u>Rene Crescione II</u>	Print Name: _____
Address: <u>5748 Kent Rock RD</u>	Address: _____
Phone #: <u>225-276-6518</u>	Phone #: _____

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

[Signature]
Notary Public

9/15/2022
Date



exp 2/24/23

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;

the whole neighborhood is zoned A-1
and is residential use

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

its not changed

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

not sure

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

DNA

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

its residential already

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property

not vacant, I am moving April 29th
- May 2nd. Will be out by 7:00pm May 2nd

03/18/22

I Alisha Bowen at 5748 Kent Rock Rd. Loganville, GA 30052 do request that my property at the same address be ~~zoned~~ returned to the original zoning of A1 from its current zoning of A due to me selling the property set to close on 4/29/22. When I applied to have the above property zoned A I made an agreement to my HOA to rezone it back prior to moving so that is my request. Those were the conditions at the time of the zoning request. I have moved to 78 Gills Valley Rd. Trion, GA 30753 ~~at~~ on ~~the~~ 5/02/22 and request somebody to speak on my behalf due to my absence.

thank you!

Alisha Bowen



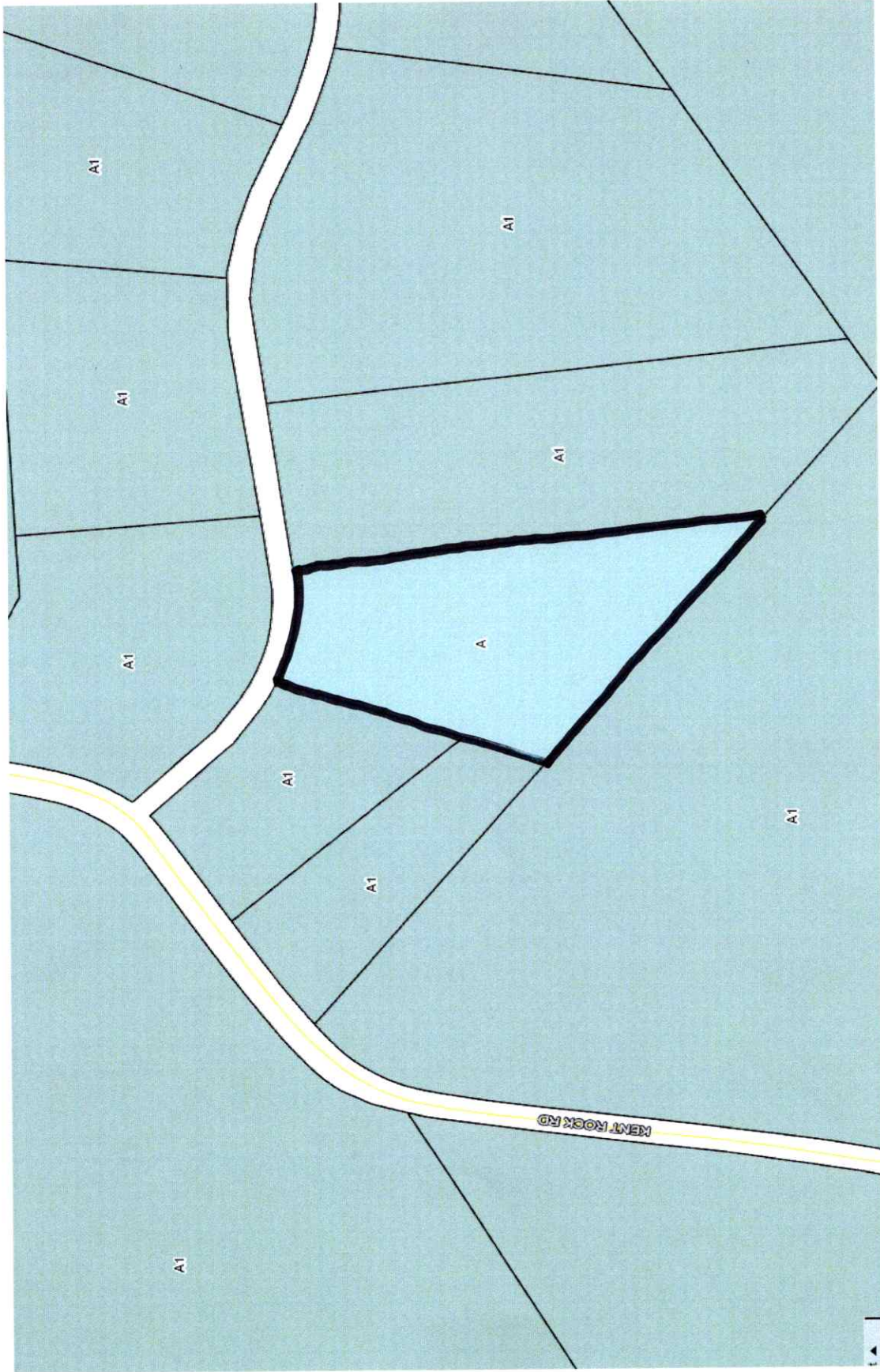
Z22030027 – 5748 Kent Rock Road



Z22030027 – 5748 Kent Rock Road



Z22030027 – 5748 Kent Rock Road



Rezone Z22030028

Staff Analysis

Commission District: 3 - Shelnut

Planning Commission Hearing Date: 05-05-2022

Board of Commissioners Hearing Date: 06-07-2022

Parcel ID: Map C0610090

Acreage: 5.28

Applicant:

Cosmin Bactan
1630 New Hope Church Road
Monroe, Georgia 30656

Owner:

Cosmin & Aurica Bactan
1630 New Hope Church Road
Monroe, Georgia 30656

Property Location: 1630 New Hope Church Road



Current Character Area: Neighborhood Residential

Current Zoning: A1/R1



Request: Rezone 5.00 from A1/R1 to A to grow & sell plants and have customer contact.

Staff Comments/Concerns:

Site Analysis: The 5.00 acre tract is located on 1630 New Hope Church Road. The surrounding properties are zoned A1 and City of Between.

Zoning History:

Z20120019	Atlanta's Best Construction Inc.	Rezone from A2 to A to grow & sell plants	C0610090 1630 New Hope Church Road	Approved w/conditions
Z21030019	Atlanta's Best	Rezone 1 acre to R1 and	C0610090	Approved

	Construction Inc.	4+ acres to A1	1630 New Hope Church Rd	w/conditions
--	-------------------	----------------	-------------------------	--------------

Z21030019 CONDITIONS:

1. Applicant shall be prohibited from operating his concrete construction company from 1630 New Hope Ch. Road
2. With the exception of active improvements to the property, the applicant shall be prohibited from parking any equipment or vehicles associated with his concrete construction company on any part of the property.
3. Applicant shall install a natural buffer seven feet from the fence line where it backs up to Saint Martin Way and Sweetwater Trail.
4. Applicant shall plant evergreen trees along the fence line in the natural buffer eight ft. on center as identified above
5. Applicant shall take whatever measures are necessary to restrict water runoff from his property onto the property of residents on Sweetwater Trail as agreed upon at the meeting on May 14, 2021.

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

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends that a Commercial Driveway be installed if a business and customer contact will be conducted at this location.

Sheriffs' Department: This has no impact on the Walton County Sheriff's Office.

Water Authority: This area is served by an existing 6" diameter water main along New Hope Church Road. (static pressure: 85 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). No system impacts anticipated.

Fire Department: Walton County Fire Rescue has no issues.

Fire Code Specialist: Will not impact the Fire Code Office. Developments will be subject to plan review for meeting Life Safety Codes (2018), International Fire

Code (2018), and Georgia amendments 120-3-3, and any Walton County Codes that apply.

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

Development Inspector: No comment received.

DOT Comments: Will have no effect on GDOT.

Archaeological Information: No comment received.

PC ACTION 5/5/2022:

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

Presentation: Cosmin Bactan represented the case. He would like to grow and sell plants and trees and have customer contact.

Speaking: Robert Post, Mayor of Between, spoke and said that this piece of property has quite a history and he has no issues with this request. Mayor Post stated that the property was once a green house before it was sold. Mayor Post stated that he is glad for the new owner. Mayor Post just wanted to ensure no farm animals will abut the subdivision and that the hours be limited to 7:00 a.m. to 7:00 p.m.

Cosmin Bactan came back for rebuttal and asked if he was not allowed to have animals if property was agriculture and what about personal animals such as goats. Charna Parker, Director, advised that Mr. Bactan can have goats now with the A1 zoning and any structure that houses animals will need to be 50 ft. from the

property line. John Pringle asked how can they address that? Charna Parker, Director, stated that they can put no commercial animal production.

Recommendation: John Pringle mad a motion to recommend approval with the following conditions: The hours of retail to be 7:00 a.m. to 7:00 p.m. and no commercial farm animal production on premises with a second by Wesley Sisk. The motion carried unanimously.

Rezone Application # Z22030028 Application to Amend the Official Zoning Map of Walton County, Georgia

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

You or your agent must be present at both meetings

Map/Parcel C0610090

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Cosmin Bacton
1630 New Hope Church Rd,
Monroe, GA, 30650
E-mail address: _____

Cosmin Bacton
~~Roxanna~~ ^{Aunica} Bacton

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

Phone # 503-752-6800

Phone # _____

Location: 1630 New Hope Church Rd Requested Zoning A Acreage 5.28

Existing Use of Property: Residential

Existing Structures: House

The purpose of this rezone is green houses-sell plants, and
customer contact,

Property is serviced by the following:

Public Water: Provider: _____ Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

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

[Signature] Date 03/21/2022 \$ 300 Fee Paid

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

Office Use Only:

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

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

Commission District: 3-SheInuff Watershed: Alcovy River TMP _____

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

Residential

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

Increase the property values.

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

N/A

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

People can come and buy products.

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

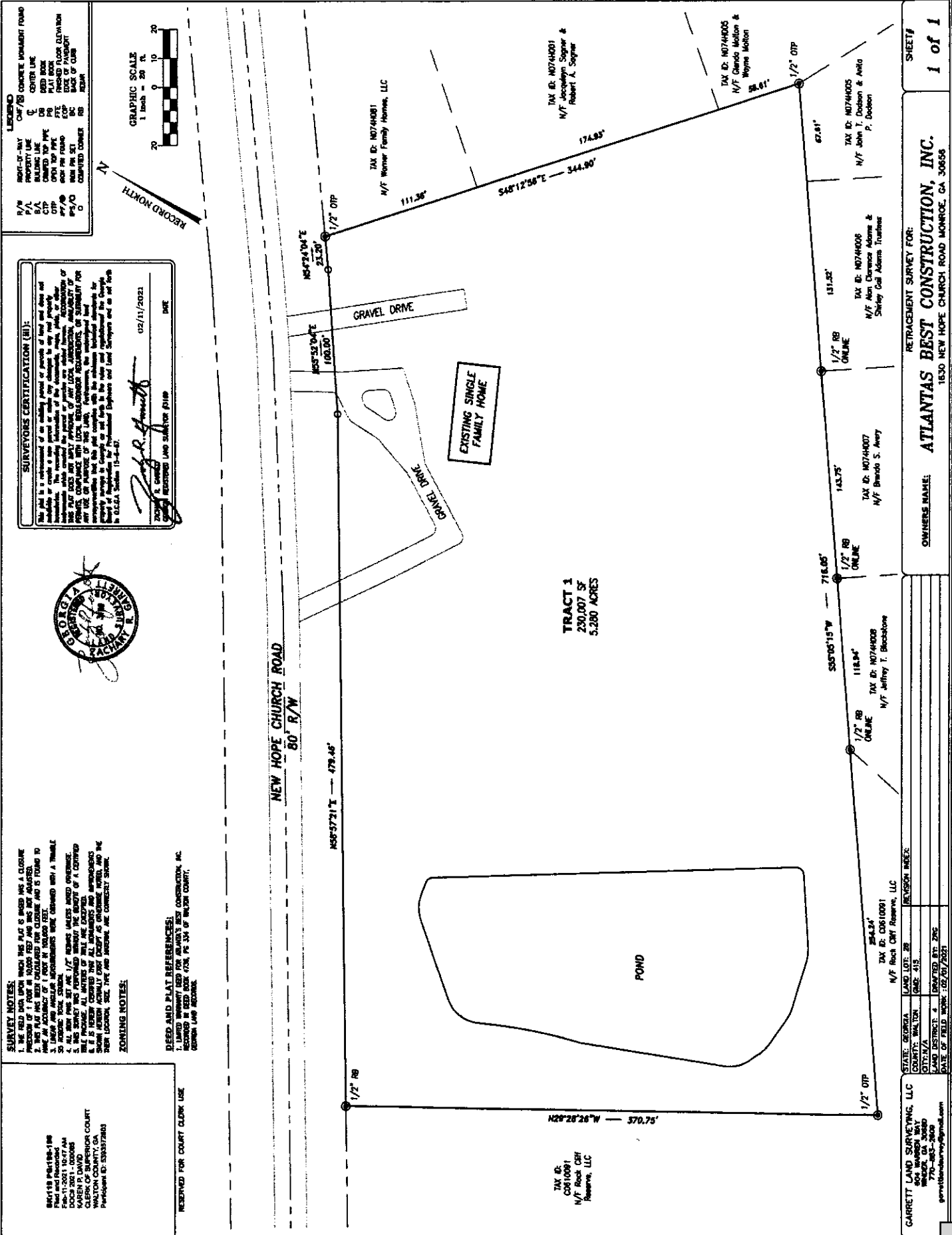
open houses were there before

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

6 months

Item 4.3.
= There will be a couple of greenhouses and privacy trees or fruit trees around the property.

THE GOAL, VISION, AND AIM FOR THE LAND IS THAT THERE WILL BE GREENHOUSES WHICH WILL YIELD ALL KINDS OF VEGETABLES AND THE INTENTION IS TO SELL THE PRODUCE ON THE PROPERTY. THERE IS GOING TO BE A SET SCHEDULE WHICH INCLUDES OPERATION HOURS FROM 8 AM TO 4 PM. IN THE NEAR FUTURE, WE WOULD LIKE TO PLANT FRUIT TREES AND PRIVACY TREES ALONG THE FENCE LINE SO IT DOES NOT INTERFERE WITH NEIGHBORING RESIDENTS.



LEGEND

R/W: RIGHT OF WAY
 P/L: PROPERTY LINE
 S/L: SETBACK LINE
 C/P: CENTERLINE
 O/P: OFFSET
 P/F: PROPERTY FOOTING
 P/C: PROPERTY CORNER
 C/P: CENTERLINE
 O/P: OFFSET
 P/F: PROPERTY FOOTING
 P/C: PROPERTY CORNER

GRAPHIC SCALE
1 inch = 20 ft

RECORD NORTH

SURVEYORS CERTIFICATION (SI):

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Georgia, do hereby certify that I am the author of the foregoing plat and that it is a true and correct copy of the original as the same appears in my office.

Robert R. Hancock
 ROBERT R. HANCOCK
 LICENSED LAND SURVEYOR #110

02/11/2021
 DATE



SURVEY NOTES:

- THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSE APPROXIMATE ACCURACY OF 1/1000 FEET.
- THE PLAN HAS BEEN CALCULATED FOR ACCURACY AND IS TO BE USED AS A GUIDE ONLY.
- THE PLAN IS BASED UPON THE SURVEY DATA SUBMITTED BY THE CLIENT.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- THE SURVEY WAS PERFORMED UNDER THE BEST OF CONDITIONS.
- THE SURVEYOR HAS NOT CONDUCTED ANY OTHER SURVEYS IN THE AREA.
- THE SURVEYOR HAS NOT CONDUCTED ANY OTHER SURVEYS IN THE AREA.
- THE SURVEYOR HAS NOT CONDUCTED ANY OTHER SURVEYS IN THE AREA.

ZONING NOTES:

RESERVED FOR COURT CLERK USE

DEED AND PLAT REFERENCES:

DEED TO THE STATE OF GEORGIA, COUNTY OF WALTON, PLAT NO. 100, PG. 204 OF WALTON COUNTY, GEORGIA LAND RECORDS.

RESERVED FOR COURT CLERK USE

TAX ID: C0810091
 N/F Rock Off Reserve, LLC

RETRACEMENT SURVEY FOR:
ATLANTIAS BEST CONSTRUCTION, INC.
 1830 NEW HOPE CHURCH ROAD MONROE, GA 30656

OWNERS NAME: ATLANTIAS BEST CONSTRUCTION, INC.

SHEET #
1 of 1

STATE: GEORGIA	LAND USE: RB	PERSON INDEX:
COUNTY: WALTON	DATE: 01/21	
CITY/TOWNSHIP: WALTON		
LAND DISTRICT: 4	DRAWN BY: ZMC	
DATE OF FIELD WORK: 02/01/2021		

GARRETT LAND SURVEYING, LLC
 1830 NEW HOPE CHURCH ROAD
 MONROE, GA 30656
 770-863-2800
 garrettlandsurveying@gmail.com

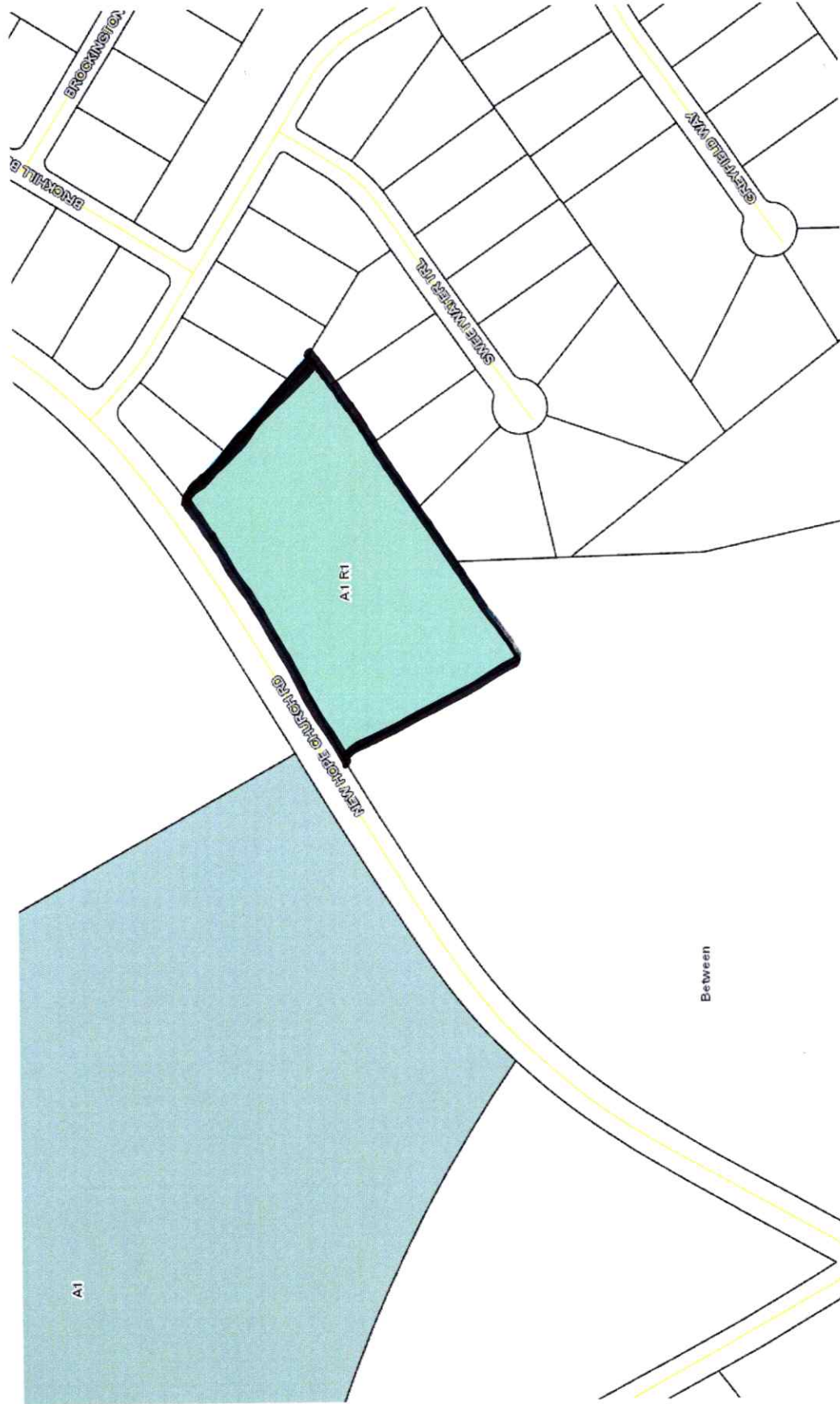
Z22030028 – 1630 New Hope Church Road



Z22030028 – 1630 New Hope Church Road



Z22030028 – 1630 New Hope Church Road



Rezone Z22040001

Staff Analysis

Commission District: 2 - Banks

Planning Commission Hearing Date: 05-05-2022

Board of Commissioners Hearing Date: 06-07-2022

Parcel ID: Map C0070007

Acreage: 12.79

Applicant:

Kofi Kumi

2967 Jenkins Drive

Snellville, Georgia 30078

Owners:

Norma B Billingsley&James G Bailey

P.O. Box 368

4030 Bailey Circle

Loganville, Georgia 30052

Elaine P Bailey

4050 Bailey Circle

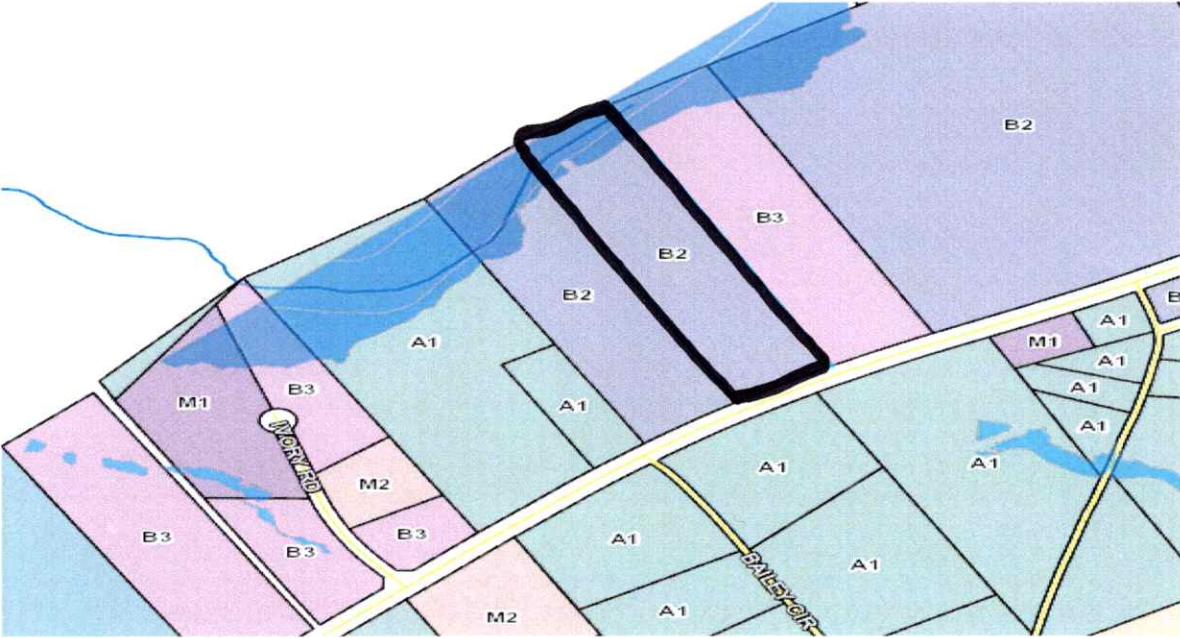
Loganville, Georgia 30052

Property Location: Highway 20



Current Character Area: Highway Corridor

Current Zoning: B2



Request: Rezone 12.79 acres from B2 to B3 for a facility for storage of automobiles and to ship automobiles overseas.

B3 General Business – Primarily heavy commercial and light industrial uses generally located near population centers which may generate increased traffic and congestion. (Outside storage is allowed within a screened, fenced-in area.)

Outdoor Storage (20)

- A. Outdoor storage yards shall be set back at least 15 feet from any side or rear property lines.
- B. Use shall be screened by a solid fence at least eight (8) feet high.
- C. The setback distance shall be appropriately landscaped to provide a vegetative screen.
- D. Outdoor storage shall not be located in any required front yard building setback area.

Staff Comments/Concerns:

Site Analysis: The 12.79 acre tract is located on Highway 20. The surrounding properties are zoned Gwinnett County, A1, B2 and B3.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval of this request it is on GDOT right of way.

Sheriffs' Department: Will have no impact on the Walton County Sheriff's Office.

Water Authority: This area is served by an existing 8" diameter water main along on Highway 20. (static pressure: 45 psi, Estimated fire flow available: 1,100 gpm @ 20 psi). No system impacts anticipated.

Fire Department: Walton County Fire Rescue has no issues.

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

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

Development Inspector: No comment received.

DOT Comments: This will require GDOT coordination.

Archaeological Information: No comment received.

PC ACTION 5/5/2022:

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

Presentation: Jon Davis represented the case. He is the land planner for the site. There is 12.79 acre site in the county and 4 acres in the back are part of Gwinnett County. Mr. Kumi would like to take vehicles from auto sales and put in containers and ship them overseas. He would like to have a 6,000 sq. ft. building with 5 employees. There will be gravel for storage for approximately 140 cars and if they expand it will be for 300 to 330 cars. Mr. Davis stated that there are also 2 potential commercial “out parcels” along Hwy 20 as shown on the site plan. Mr. Davis stated that they have no issues with the staff report and the conditions are fine. Pete Myers asked about GDOT and Mr. Davis stated that they have already consulted GDOT. Pete Myers asked if they had any problem with the fencing requirement and Mr. Davis stated that they did not.

Speaking: None

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

Rezone Application # 222040001 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 5-5-2022 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

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

You or your agent must be present at both meetings

Map/Parcel C0070007

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Kofi Kumi

SEE EXHIBIT "A"

2967 Jenkins Dr.

ON NEXT PAGE

Snellville, GA 30078

E-mail address: KOFIK37@yahoo.com (If more than one owner, attach Exhibit "A")

Phone # (678) 480-6685

Phone # _____

Location: Highway 20 Requested Zoning B3 Acreage 12.79

Existing Use of Property: Property is vacant

Existing Structures: NONE

The purpose of this rezone is To allow the development of a facility for the storage of auto's to be shipped overseas through the port of Savannah

Property is serviced by the following:

Public Water: Yes Provider: Walton County Well: _____

Public Sewer: No Provider: _____ Septic Tank: Yes

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

Signature [Signature] Date 03/28/22 Fee Paid \$ 650.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning B3 Surrounding Zoning: North City of Loganville A1 South _____
East B3 West B2

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

Commission District: 2-Banks Watershed: Big Hayes - Walton TMP
W-P1

I hereby withdraw the above application _____ Date _____

EXHIBIT A

OWNERS:

NORMA B BILLINGSLEY

P.O. BOX 368

4030 BAILEY CIRCLE

LOGANVILLE, GEORGIA 30052

JAMES G BAILEY

P.O. BOX 368

LOGANVILLE, GEORGIA 30052

ELAINE P BAILEY

4050 BAILEY CIRCLE

LOGANVILLE, GEORGIA 30052

**AUTHORIZATION
BY PROPERTY OWNER**

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

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

Name of Applicant: Kofi Kumi & Sara Okyere
Address: 2967 Jenkins Drive, Snellville, Ga. 30078
Telephone: 678/480-6685

Location of Property: GA Hwy 20
Loganville, GA

Map/Parcel Number: C0070-007 Walton Co. R4248-003 Gwinnett Co

Current Zoning: B2 Requested Zoning: B3

Elaine P. Bailey
Property Owner Signature
Print Name: Elaine Bailey
Address: 4050 Bailey Cir.
Phone #: 770-466-1220

Norma B. Billingsley
Property Owner Signature
Print Name: Norma B. Billingsley
Address: 4030 Bailey Cir, Loganville, GA
Phone #: 404 309 0639

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

Deborah Caldwell Hagood 3-29-22
Notary Public 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;

5835 HWY 20, TEEN CHALLENGE GA. INTERNATIONAL, INC. ZONED B2

PARCEL C0070007A00, VACANT PROPERTY, ZONING B3

4020 BAILEY CR., TRINITY EVANGELICAL PRESBYTERIAN CHURCH, ZONING A1

4050 BAILEY CR., JAMES & ELAINE BAILEY, ZONED A1

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

CURRENT ZONING OF THE SITE (PARCEL #C0070007) ZONING B2 REQUIRES A SPECIAL USE PERMIT

FOR THE PROPOSED USE. A REZONING TO B3 WILL ALLOW THE PROPOSED USE. THE B2 AND B3

HAVE SIMILAR USES WHICH WILL NOT AFFECT THE VALUES.

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

THE CURRENT ZONINGS OF THE LOTS ADJACENT TO THE SITE ARE B2 AND B3. THE A1 ZONED

PROPERTIES ARE ACROSS HWY 20 AND ARE ADDRESSED TO BAILEY CIRCLE SO THEY SHOULD

NOT BE AFFECTED.

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

THE REZONING OF THE SITE WILL ALLOW IT TO BE DEVELOPED AS A COMMERCIAL USE.

THE DEVELOPMENT OF THE SITE WILL CREATE INVESTMENT IN THE VACANT PROPERTY WHICH

WILL BRING LAND USES THAT ARE SUPPORTED BY THE FUTURE LAND USE PLANS OF THE COUNTY.

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

THE PROPOSED REZONING TO B3 WILL RESULT IN A USE THAT IS SIMILAR TO OTHER TRACTS ON HWY 20 AND FITS INTO THE EXISTING AND PROPOSED USES IN THE AREA.

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 WAS ORIGINALLY FARM LAND FOR THE OWNERS. THEY REZONED IT TO B2 IN ~~XXXXXX~~ FOR THE PURPOSE OF SELLING THE TRACT.

March 23, 2022

Ms. Tracie Malcom

Zoning Coordinator

Walton County Planning & Development

303 S. Hammond Drive, Suite 98

Monroe, GA 30655

Subject: Letter of Intent to develop Parcel #C0070007, 12.79 Acres on GA Hwy. 20

Dear Ms. Malcom,

We are filing the attached rezoning application to allow the change of zoning on this property from its current zoning of B2 to B3. The reason for the request the change to B3 is this zoning will allow the development of an auto storage and shipping center along with additional development.

Marantha Shipping's business model is to purchase autos from auto auctions. The vehicles are then brought to storage facility where they are transferred to 40' shipping containers and forwarded to other buyers overseas.

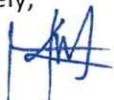
The auto shipping facility will have the following elements:

- 1- The operations building will be a +/- 6,000sf structure with warehouse and storage. The staff that will operate the facility will five people at the opening.
- 2- There will be a storage lot which will allow the storage of 130 to 140 vehicles
- 3- There is an optional area to the east side of the site which will serve as an expanded storage area for approximately 240 cars along with additional storage of 40' container shipping boxes.

There are two lots along the front of the site which will be marketed by Marantha for highway commercial users.

The elements of this letter of intent are described on the attached concept plan for the proposed use of the property.

Sincerely,



Kofik Kumi



SITE LOCATION MAP
NTE

PROPERTY OWNERS
 TAMIC BAILEY
 4030 BAILEY CIRCLE
 LOGANVILLE, GA 30092

NORMA BILLINGSLEY
 4030 BAILEY CIRCLE
 LOGANVILLE, GA 30052

DEVELOPER
 KOFI KUMI
 2967 JENKINS ROAD
 SNELLVILLE, GA 30078



NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP
 WALTON COUNTY GEORGIA
 MAP NUMBER 90 of 300

FIRM PANEL OF SITE
 NUMBER 8462 SEFB
 COMMUNITY 2003
 DATE 2006
 SCALE 1"

NOTE: THE FIRM PANEL DATED OCTOBER 2020 IS SHOWING THE FLOOD AREA ON BRUSHY FORK CREEK. THE FLOOD AREA IS IN THE GWINNETT COUNTY DIVISION OF THE SITE. THE MAP WAS DOWNLOADED ON 3/29/2022

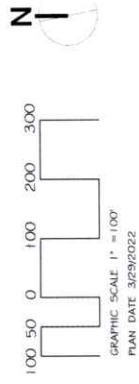
PROPOSED ZONING IS B3 AS OUTLINED IN ARTICLE 4 SECTION 2.10 OF THE WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE

NOT FOR FINAL RECORDING

PARCEL # C0070007.HIGHWAY 20

CONCEPT ZONING PLAN

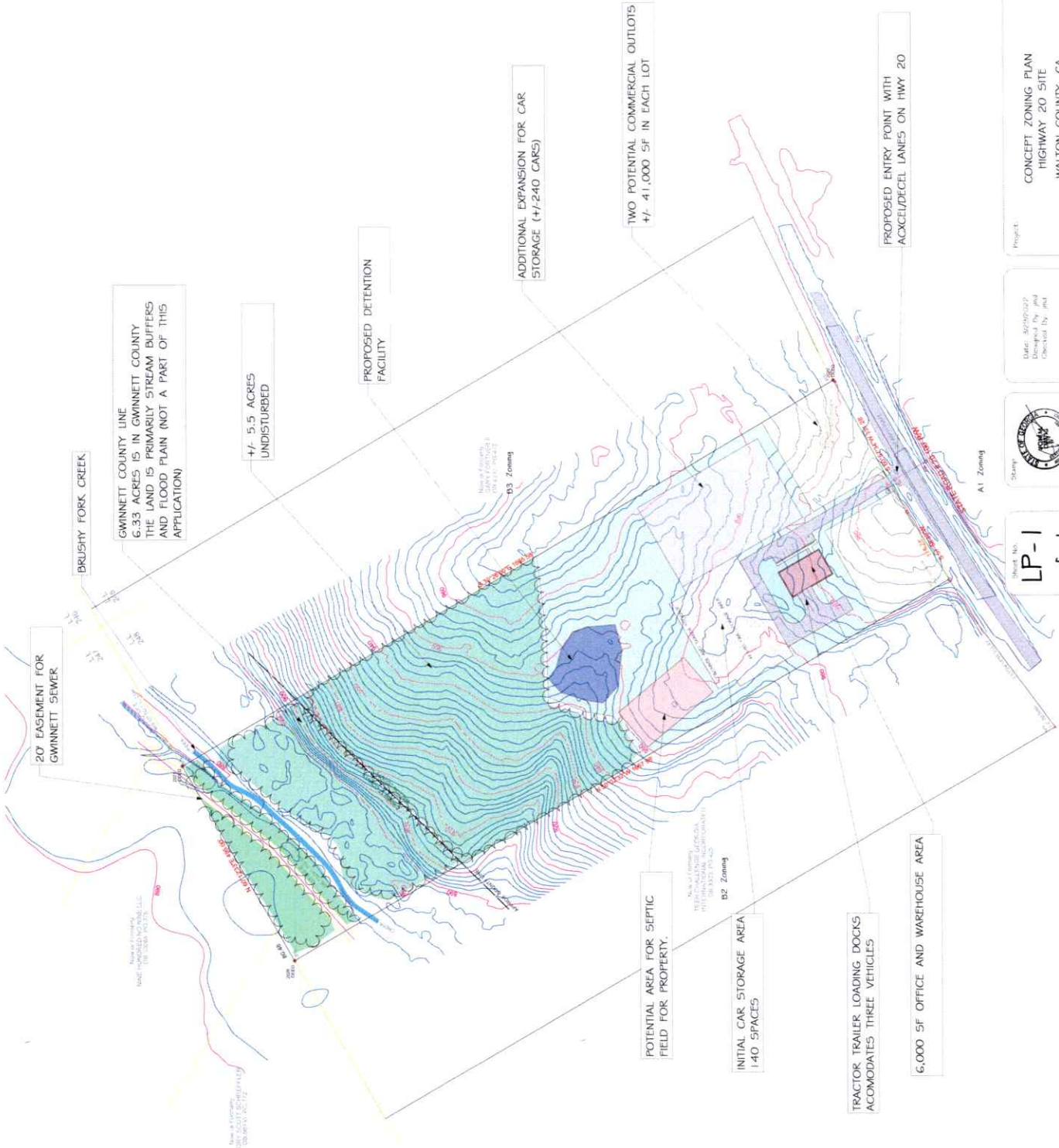
Scale: 1" = 100'-0"



Client
 KOFI KUMI
 2967 JENKINS DR.
 SNELLVILLE, GA 30052

Prepared By
 Date: 3/29/2022
 Checked By: jml
 Drawn By: jml

Stamp
 JMI
 Jon M. Davis, RJA
 Landmark Architectural Land Planning
 4030 Bailey Circle
 Loganville, GA 30092
 Phone: 678-427-8028
 Email: jonm.davis@jmi.com



Project #
 CONCEPT ZONING PLAN
 HIGHWAY 20 SITE
 WALTON COUNTY, GA



Sheet No.
 LP-1
 of 1

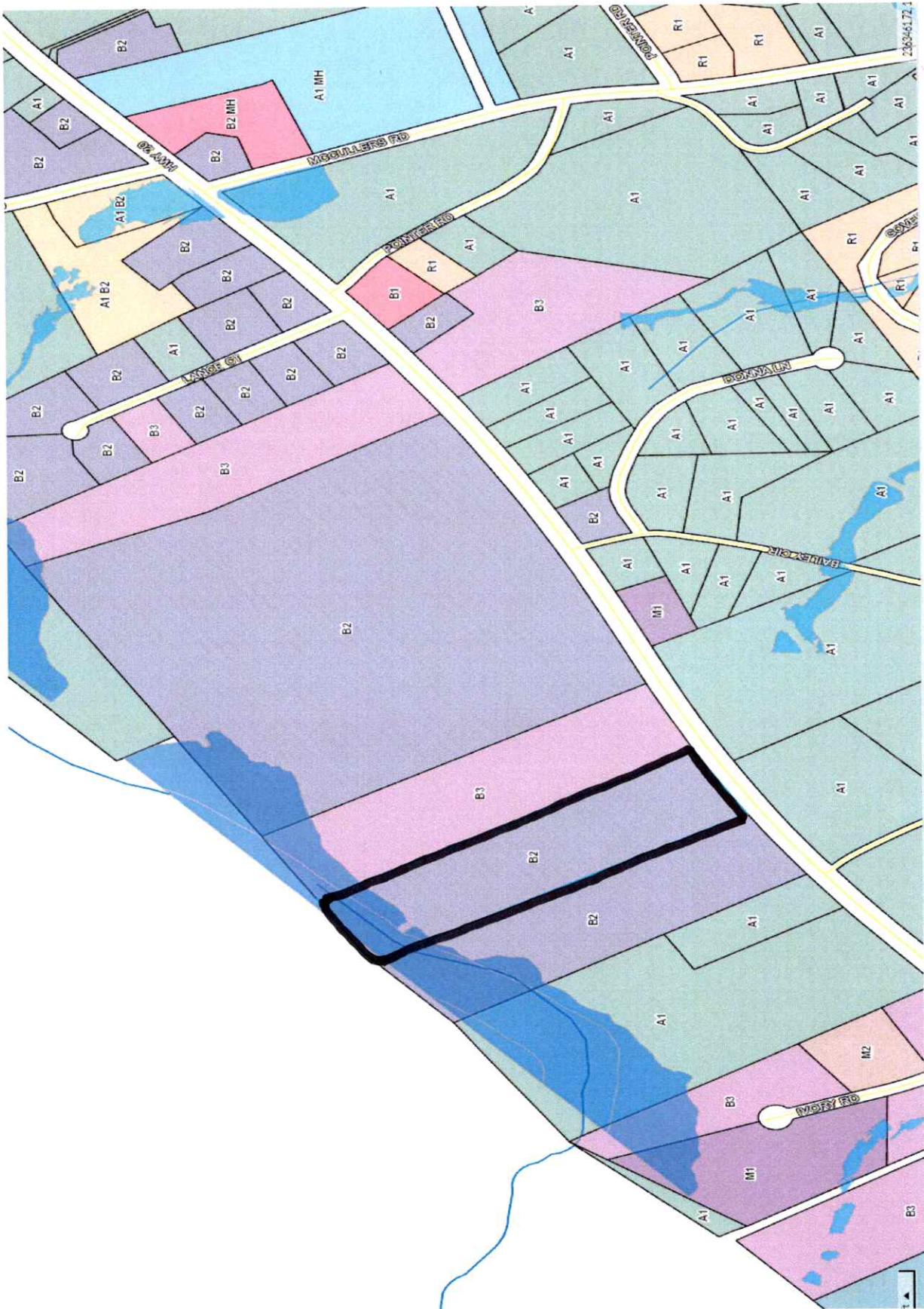


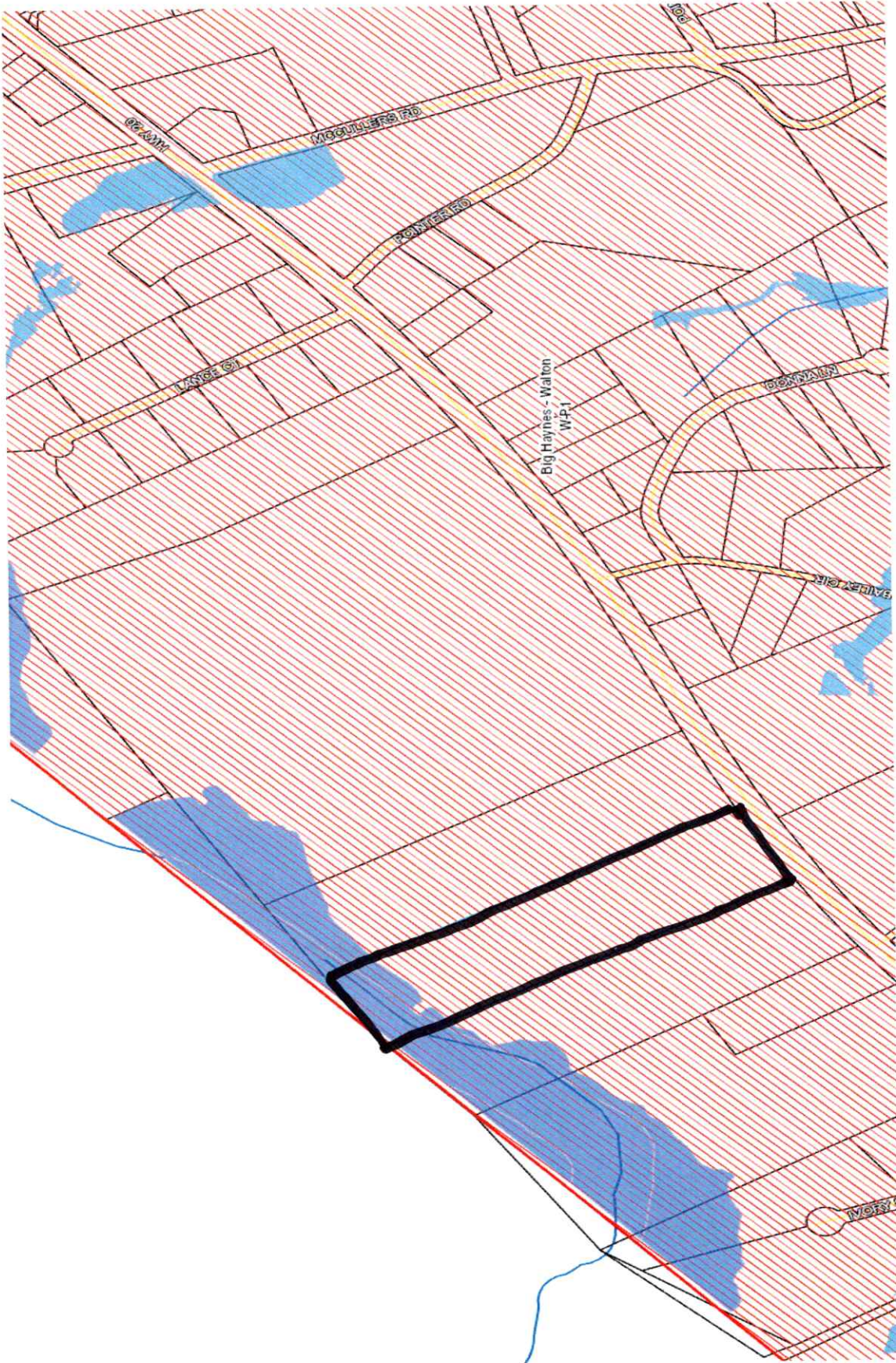
Z22040001 – Highway 20

Z22040001 – Highway 20



Z22040001 – Highway 20





Z22040001 – Highway 20

Rezone Z22040004

Staff Analysis

Commission District: 1 - Warren

Planning Commission Hearing Date: 05-05-2022

Board of Commissioners Hearing Date: 06-07-2022

Parcel ID: Map C0610156

Acreage: 5.00 – Lowry Road

Parcel ID: Map C0610157A00

Acreage: 1.56 – Lowry & Ho Hum Hollow Rd

Parcel ID: Map C0610158

Acreage: 5.00 – Highway 78

Applicant:

Danny Cagle

1880 Randolph Still Road

Good Hope, Georgia 30641

Owner of C0610156:

Graham Y Smith

1270 Bridgewater Walk

Snellville, Georgia 30278

Owner of C0610157A00:

David P Cooper

811 Walton Road

Monroe, Georgia 30655

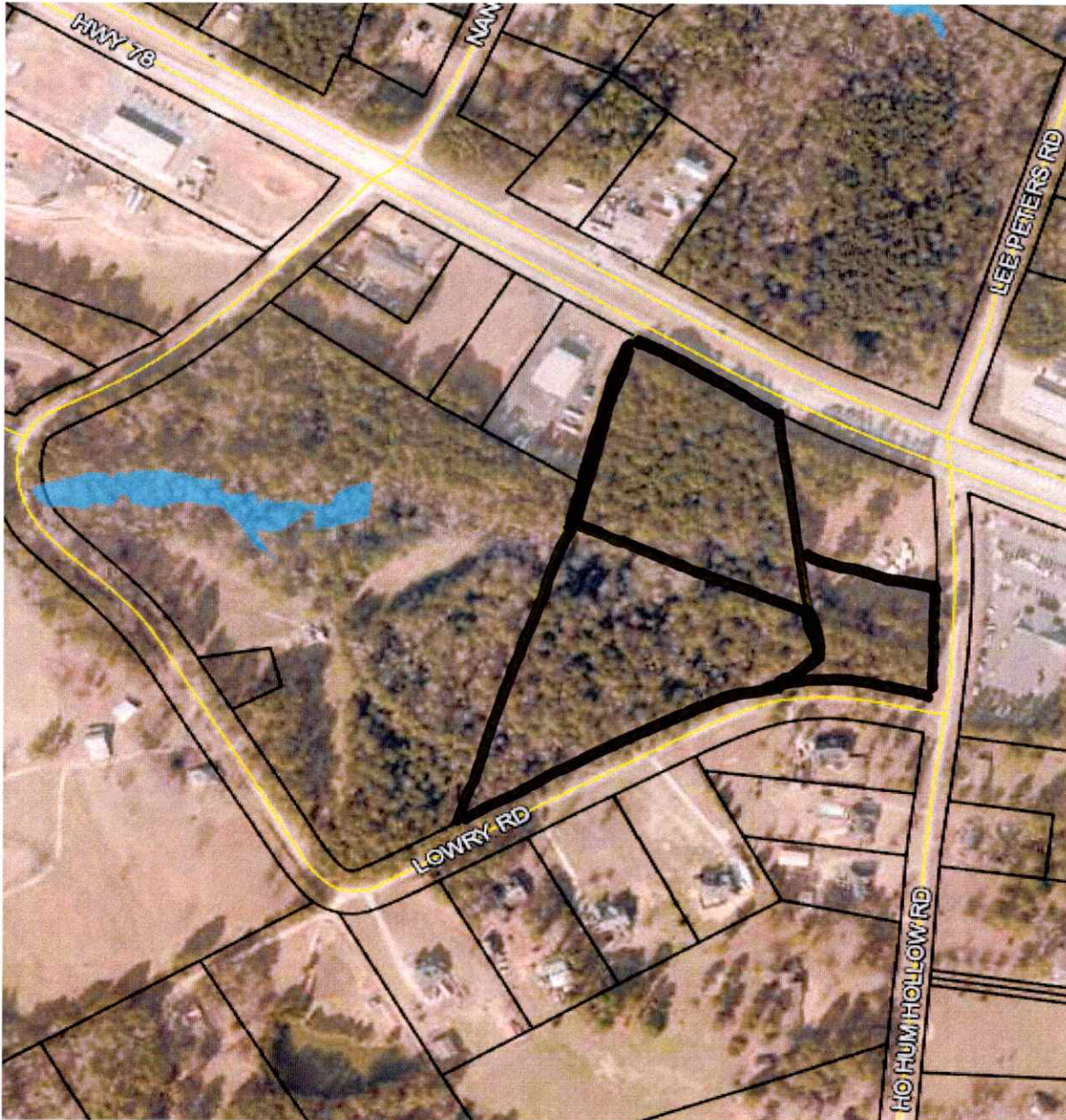
Owner of C0610158:

Glenda B Smith

1270 Bridgewater Walk

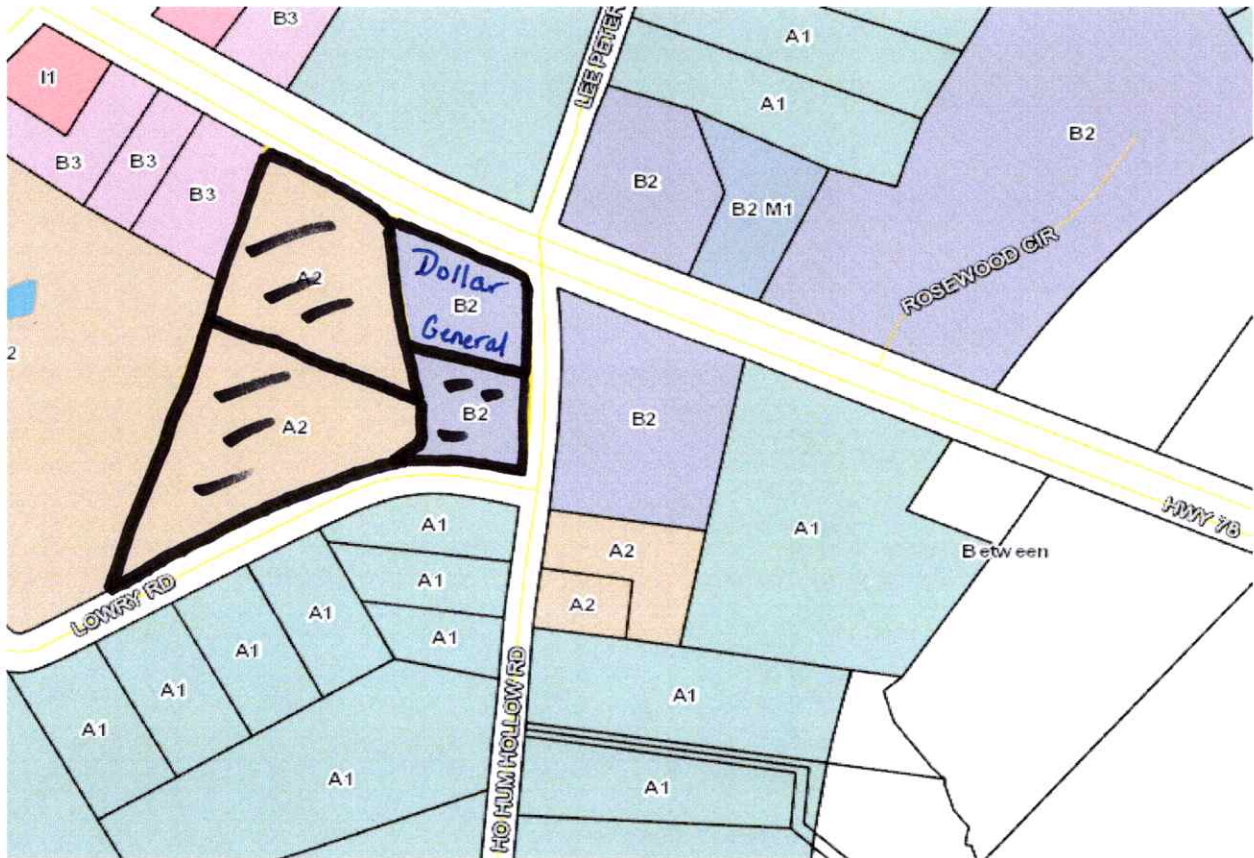
Snellville, Georgia 30278

Property Location: Lowry Road/Ho Hum Hollow Road and Highway 78



Current Character Area: Highway Corridor

Current Zoning: Lowry Road - A2
 Lowry Road & Ho Hum Hollow Road – B2
 Highway 78 – A2



Request: Rezone 11.56 acres from A2 & B2 to B3 for office warehouse and outside storage with an 8' privacy fence.

- B3 General Business – Primarily heavy commercial and light industrial uses generally located near population centers which may generate increased traffic and congestion. (Outside storage is allowed within a screened, fenced-in area.)

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

Outdoor Storage (20)

- A. Outdoor storage yards shall be set back at least 15 feet from any side or rear property lines.
- B. Use shall be screened by a solid fence at least eight (8) feet high.
- C. The setback distance shall be appropriately landscaped to provide a vegetative screen.
- D. Outdoor storage shall not be located in any required front yard building setback area.

Staff Comments/Concerns:

Site Analysis: The 11.56 acre tracts are located on Lowry Road, Lowry Road & Ho Hum Hollow and Highway 78. The surrounding properties are zoned A2, A1, B2 and B3.

Zoning History:

Z19100001	SW West Monroe LLC	Rezone 2+ acres from A2 to B2 for retail commercial use and reduction of transitional buffer	C0610157 2740 Ho Hum Hollow Road	Approved w/conditions
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Conditions for Dollar General Store:

1. Waive transitional buffer requirement on the south and west property lines and allow an addition 5 feet along the eastern property line/right of way of Ho Hum Hollow Road to facilitate the transitioning of the proposed entrance with the proposed GDOT improvements.

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

Comments and Recommendations from various Agencies:

Public Works: Public Works Recommends that a Commercial Driveway be installed from GDOT Hwy 78 due to the intersection and safety concerns that could affect Ho Hum Hollow Rd.

Sheriffs' Department: The Walton County Sheriff's Office regularly checks businesses on main corridors 2X's per shift. If access is granted, this will be 730 additional checks per year.

Water Authority: Per Morris Jordan – We do not have water on Lowry Road. (static pressure: 55 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated. There is currently an 8" diameter water line on Ho Hum Hollow Road and a 10" on US 78.

Per Rob Goss 4/14/2022 – This area is served by an existing 8" diameter water main along Ho Hum Hollow Road. (static pressure: 55 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Department: Walton County Fire Department recommends installation of fire hydrants to facilitate all buildings within the complex being within 500 feet of a fire hydrant.

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

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

Development Inspector: No comment received.

DOT Comments: Will require GDOT coordination.

Archaeological Information: No comment received.

PC ACTION 5/5/2022:

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

Presentation: Danny Cagle represented the case. He stated that he and his partner like Walton County and plan on relocating here. He stated that he has been in the grading business for 16 years and his partner, Chad, has been in the air conditional business for 13 years.

Speaking: Ray Pelis stated that he has lived on Lowry Road since 2017 and that Lowry Road is a dirt road. He stated that they would be taking 11 acres of trees away. He stated that they want the property entrance to be on Ho Hum Hollow Road. He would like to see them have their businesses closer to Highway 78. He stated that there will be no buffer along Lowry Road except for a fence and there will be nothing to block his view from the businesses. Mr. Pelis stated that they can't sell because no one wants to live beside a business park. He would like the businesses moved closer to Highway 78 and to not affect Lowry Road. He also stated that there be a buffer between them and the business and he would be okay with that. Tim Hinton stated he didn't think this was an industrial park.

David Foil spoke and stated that he is concerned about a business being on Lowry Road. He stated that he wanted to know is there no buffer between A1 and B3. He went on to state that right now they have a buffer of the current trees and he wanted to know if the buffer could be the current trees and higher fence screened. He is concerned for the safety of children.

Danny Cagle came back for rebuttal and stated that as far as traffic that his grading business would have maybe 10 to 12 cars a day and his partner, Chad Johnson, he would only have about 10 to 12 cars a day. Mr. Cagle stated that they would be

open 7:00 a.m. to 4:30 p.m. and they are not selling anything there and there will be no customer contact and at the end of the day they would lock up and go home.

Tim Hinton asked about outside storage and Mr. Cagle stated that he would have trucks, vehicles and pipe for the grading business. Mr. Cagle stated that he will put up an 8 ft. fence and will grade down the property so the neighbors won't be able to see into their property.

Tim Hinton recommended that the applicant and neighbors get together and have an opportunity to discuss and come up with an agreement.

Recommendation: Josh Ferguson made a motion to approve with the following conditions:

1. A minimum 8-foot tall solid fence shall be installed along the property frontage of Lowry Road.
2. The fence shall be kept in good repair at all times.
3. On the Lowry Road side of the fence, the applicant shall install a single a row of large evergreen trees similar to Japanese Cryptomeria or Thuga 'Green Giant', but excluding Leyland Cypress.
4. Trees shall be spaced a maximum of 25 feet on center and must be a minimum 8 feet tall at time of installation.
5. All required landscaping and fencing shall be installed outside the right-of-way of Lowry Road.
6. Frontage screening requirements described herein may be utilized to satisfy any Outdoor Storage screening requirements of the Walton County Comprehensive Land Development Ordinance as determined by the Director of Planning and development.

with a second by John Pringle. The motion carried unanimously.

Rezone Application # Z22040004

Planning Comm. Meeting Date 5-5-2022 at 6:00PM held at **WC Board of Comm. Meeting Room**

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

You or your agent must be present at both meetings

Map/Parcel C0610156

Applicant Name/Address/Phone #

Danny Cagle
1880 Randolph Still Rd.
Good Hope GA 30641

Phone # 770-646-7791

Location: Land lot 67 4th district
Lowry Road

Property Owner Name/Address/Phone

Graham Y. Smith
1270 Bridgewater walk
Snellville, Ga. 30278

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

Phone # _____

Requested Zoning B3 Acreage 5.00

Existing Use of Property: Agricultural / pine trees

Existing Structures: N/A

The purpose of this rezone is office warehouse
with outside storage

Property is serviced by:

Public Water: Provider: Walton Co. Water Dept. Well: N/A

Public Sewer: N/A Provider: _____ Septic Tank: N/A

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

Signature [Signature] Date 3-31-2022 Fee Paid \$ 450.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A2 Surrounding Zoning: North A2 South A1
East B2 West A2

Comprehensive Land Use: Highway Corridor DRI Required? Y _____ N

Commission District: 1-Warren Watershed: _____

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Graham Y Smith

Address: 1270 Bridgewater Walk, Snellville, GA 30078

Telephone: 770-344-9169

Location of Property: Land lot 67, 4th district
Walton county

Map/Parcel Number: C0610156

Current Zoning: A-2 Requested Zoning: B-3

Graham Y Smith
Property Owner Signature

Property Owner Signature

Print Name: Graham Y. Smith

Print Name: _____

Address: 1270 BRIDGEWATER WALK
SNELLVILLE, GA 30078

Address: _____

Phone #: 770-344-9169

Phone #: _____

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

Christopher H. Lee 3-31-22
Notary Public Date



Rezone Application # 222040004

Planning Comm. Meeting Date 5-5-2022 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 6-7-2022 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C'0610157A00

Applicant Name/Address/Phone #
Danny Cagle
1880 Randolph Still Rd
Good Hope GA 30641
Phone # 770-616-7791
Property Owner Name/Address/Phone
David P. Cooper
811 Walton Rd
Monroe, Ga 30655
(If more than one owner, attach Exhibit "A")
Phone # _____
Location: Land lot 67 4th district
Cowry Rd & Ho Hum Hollow Rd. Requested Zoning B3 Acreage 1.56
Existing Use of Property: Agricultural / Pine trees
Existing Structures: N/A
The purpose of this rezone is office warehouse

Property is serviced by:
Public Water: N/A Provider: _____ Well: N/A
Public Sewer: N/A Provider: _____ Septic Tank: N/A

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

_____ 4-5-2022 \$ 450.00
Date Fee Paid

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

Office Use Only:
Existing Zoning B2 Surrounding Zoning: North A2 South B2
East B2 West A1
Comprehensive Land Use: Highway Corridor **DRI Required?** Y _____ N —
Commission District: 1-Warren Watershed: _____

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: ~~David P Cooper~~ Danny Cagle

Address: ~~811 Walton Rd Monroe Ga~~ 1880 Randolph Still Rd. Good Hope, GA. 30641

Telephone: 770/616-7791

Location of Property: Land lot 67, 4th district
Walton county

Map/Parcel Number: C0610157A00

Current Zoning: B2 Requested Zoning: B3

Property Owner Signature: David P Cooper Janice C. Cooper

Print Name: David P. Cooper Print Name: Janice C. Cooper

Address: 811 WALTON Rd. Address: 811 Walton Rd.

Phone #: 770-267-2696(home) Phone #: 770-601-3029 (cell)

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

Judith S Hallum 07/05/2022
 Notary Public Date



Rezone Application # Z22040004

Planning Comm. Meeting Date 5-5-2022 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 6-7-2022 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C0610158

Applicant Name/Address/Phone #
Danny Cagle
1880 Randolph Still Rd.
Good Hope GA 30641

Property Owner Name/Address/Phone
Glenda B. Smith
1270 Bridgewater Walk
Snellville, Ga 30278
(If more than one owner, attach Exhibit "A")

Phone # 770-616-7791

Phone # _____

Location: Land lot 67 4th district
 Hwy 78

Requested Zoning B3 Acreage .5.00

Existing Use of Property: Agricultural/Pine trees

Existing Structures: N/A

The purpose of this rezone is Office Warehouse
With outside storage

Property is serviced by:

Public Water: Provider: Walton Co. Water Dept. Well: N/A

Public Sewer: N/A Provider: _____ Septic Tank: N/A

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 Danny Cagle

Date 3-31-2022

Fee Paid \$ 450.00

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

Office Use Only:

Existing Zoning A2

Surrounding Zoning: North A2 South A1
East B3 West B2

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

Commission District: 1-Warren Watershed: —

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Glenda B Smith
 Address: 1270 Bridgewater Walk Snellville GA 30078
 Telephone: 770-344-9169
 Location of Property: Land lot 67, 4th district
Walton county
 Map/Parcel Number: C0610158
 Current Zoning: A2 Requested Zoning: B-3

Glenda B. Smith _____
 Property Owner Signature Property Owner Signature
 Print Name: Glenda B. Smith Print Name: _____
 Address: 1270 Bridgewater Walk Address: _____
Snellville, GA 30078
 Phone #: 770-344-9169 Phone #: _____

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

Christopher H. Lee _____ 3.31.22
 Notary Public 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;

E1 exempt, C3,

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

Greatly because it can't be developed for office warehouse

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

None

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

Gain is more job opportunities in the area

5. The suitability of the subject property for the zoned purposes; and
because everything around it is already
zoned B3

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
30 years

April 5, 2022

LETTER OF INTENT:

This is to advise that we would like to rezone Parcels C0610156 on Lowry Road; C0610157A00 on Lowry Road/Ho Hum Hollow Road; and C0610158 on Highway 78 to B3 zoning to commercial for office warehouse and outside storage.

As to the site plan:

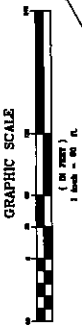
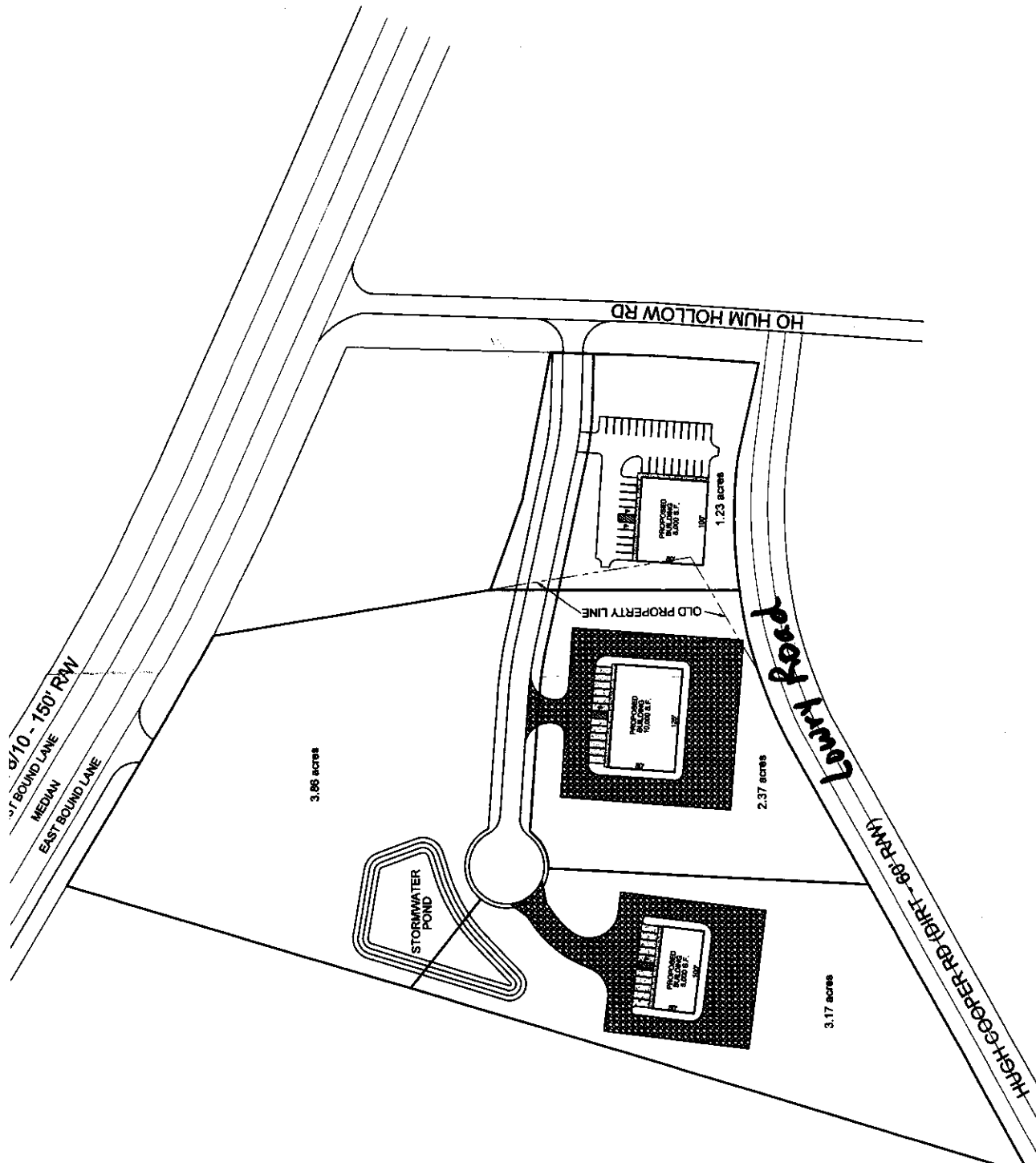
3.17 acres will be a grading business with office

2.37 acres will be a heating and air business with office

1.23 acres will be an office warehouse

Thank you,

Danny Cagle



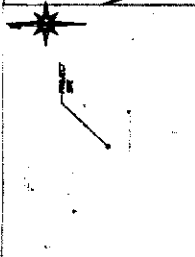
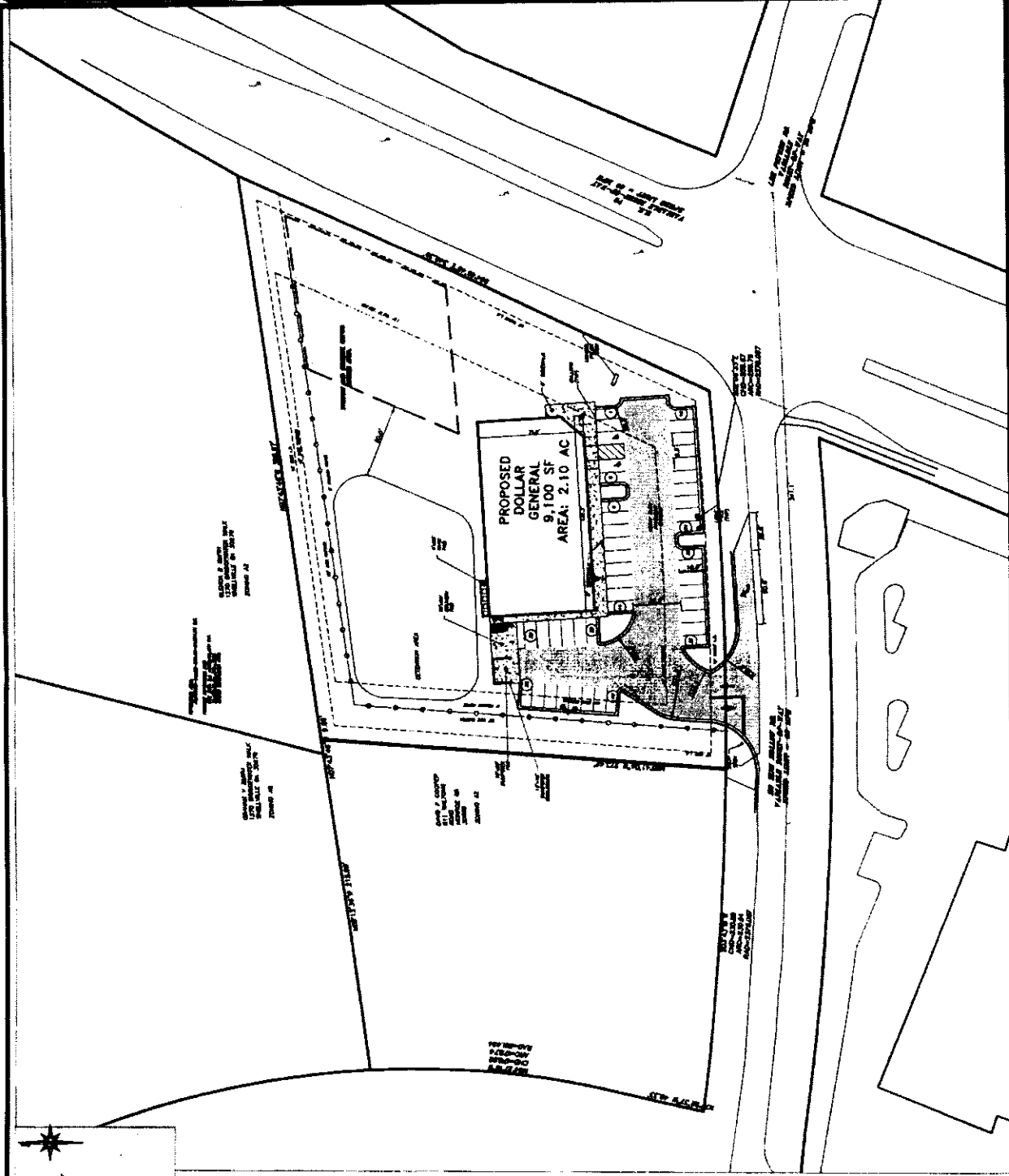
Rochester
Associates, Inc.
425 Oak Street N.W. • Grandville, Georgia 30301
(770) 718-0500 (770) 718-8090 Fax • www.rochester.com

DOLLAR GENERAL
WEST MONROE
RECORDING PLAN
LAW OFFICE OF
DAVID L. HAYES
WEST MONROE, LA
WEST MONROE COUNTY, LA

NO.	DATE	REVISIONS

PLANNING
DATE: 11/17/2011
BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
PROJECT: PROPOSED DOLLAR GENERAL
SHEET NO. 1 OF 1

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BY: [Signature]
CHECKED BY: [Signature]



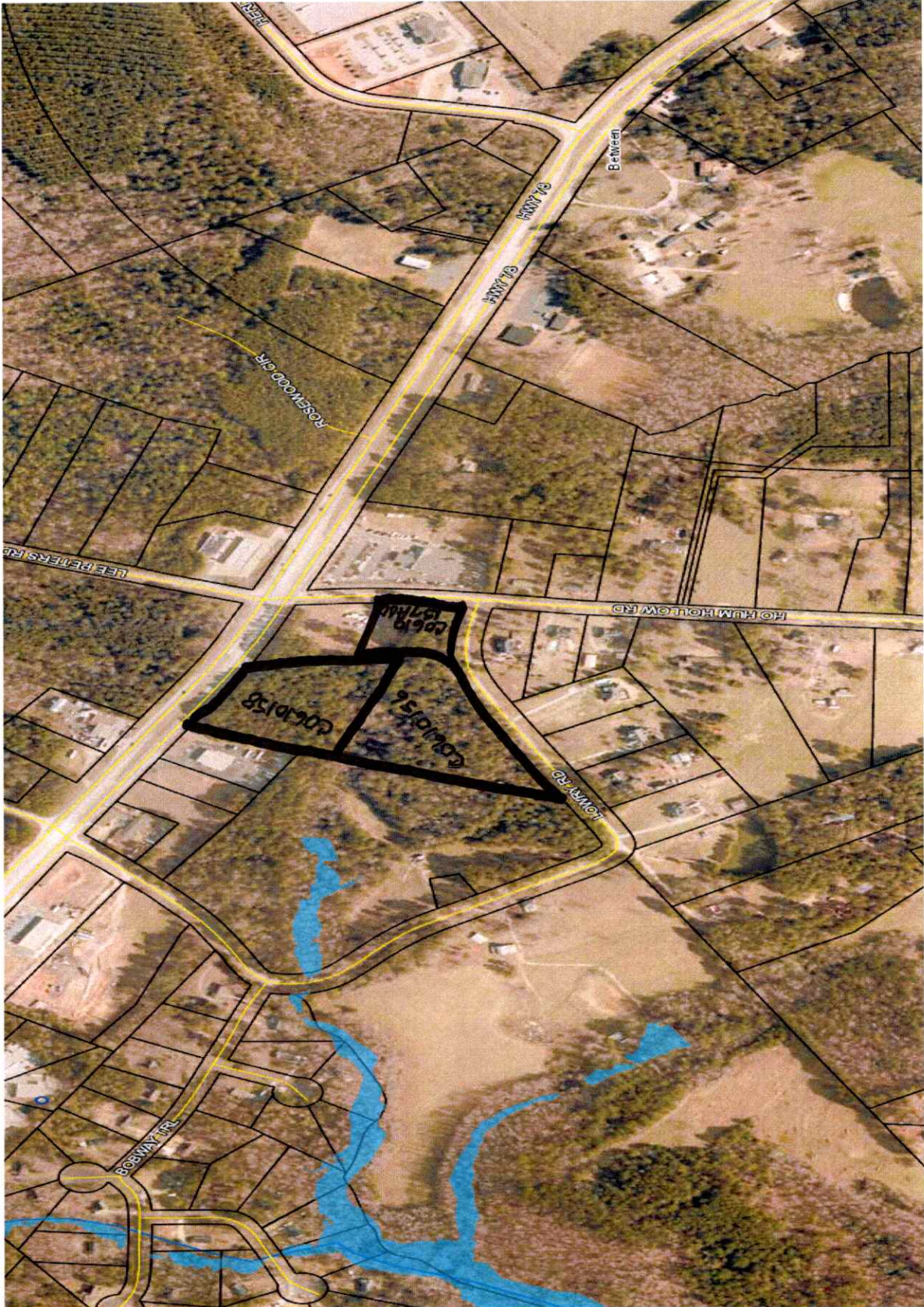
LOCATION MAP
N.T.S.



NOTES:
1. PARKING SPACES REQUIRED: 48
2. PARKING SPACES PROVIDED: 48
3. EXISTING PAVED DRIVEWAY ARE APPROXIMATED
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6. REQUIREMENTS: 48
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97. PERMITS: 48
98. CONCRETE: 48
99. REQUIREMENTS: 48
100. PERMITS: 48

NOT FOR FINAL RECORDING

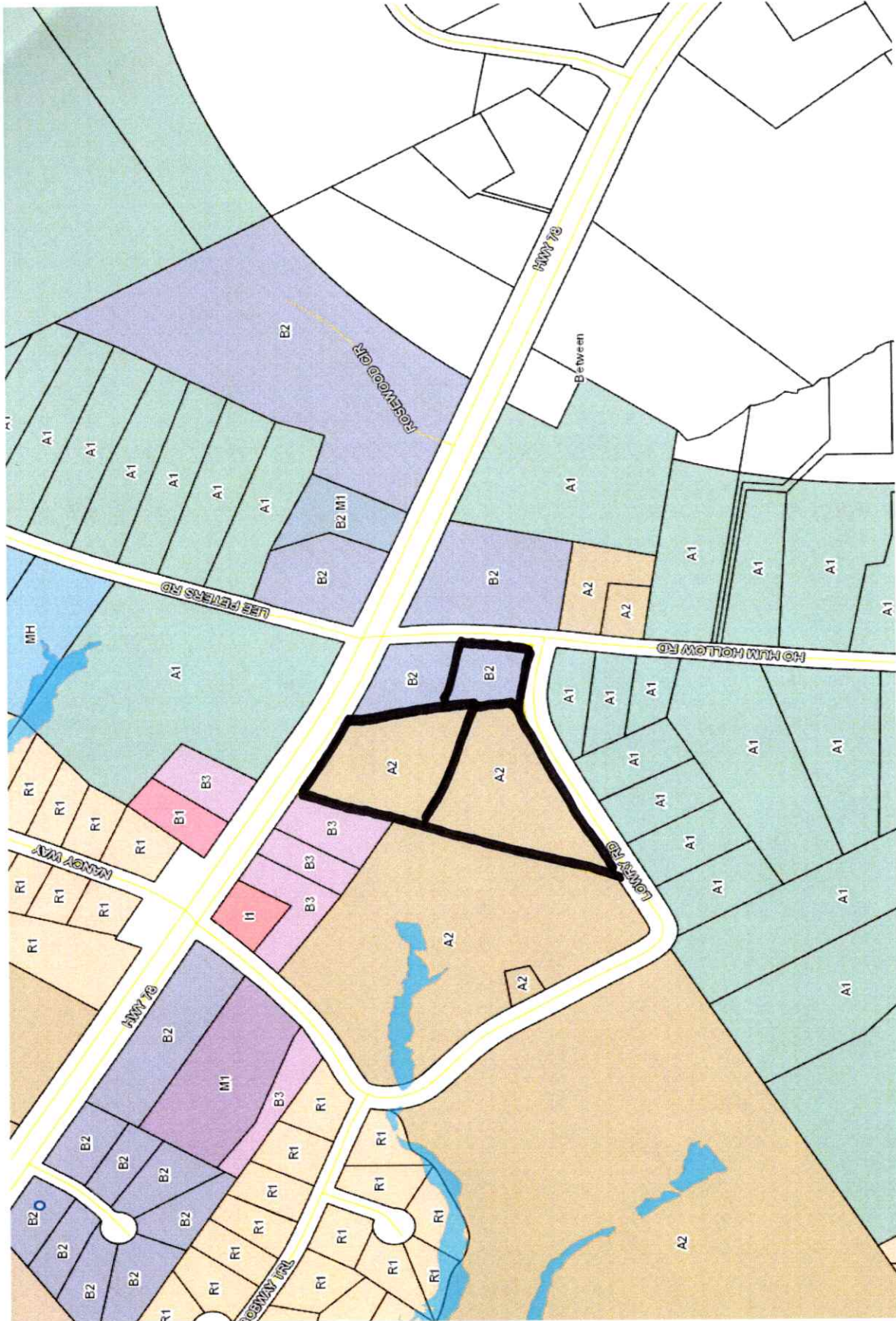
Z22040004 – Lowry Road/Lowry Road & Ho Hum Hollow Road/Highway 78



Z22040004 – Lowry Road/Lowry Road & Ho Hum Hollow Road/Highway 78



222040004 – Lowry Road/Lowry Road & Ho Hum Hollow Road/Highway 78



Rezone Z22040007 Staff Analysis

Commission District: 2 - Banks

Planning Commission Hearing Date: 05-05-2022

Board of Commissioners Hearing Date: 06-07-2022

Parcel ID: Map C0510149

Acreage: 2.00

Applicant:
John S Hemphill
3382 Small Woods Lane
Gainesville, Georgia 30506

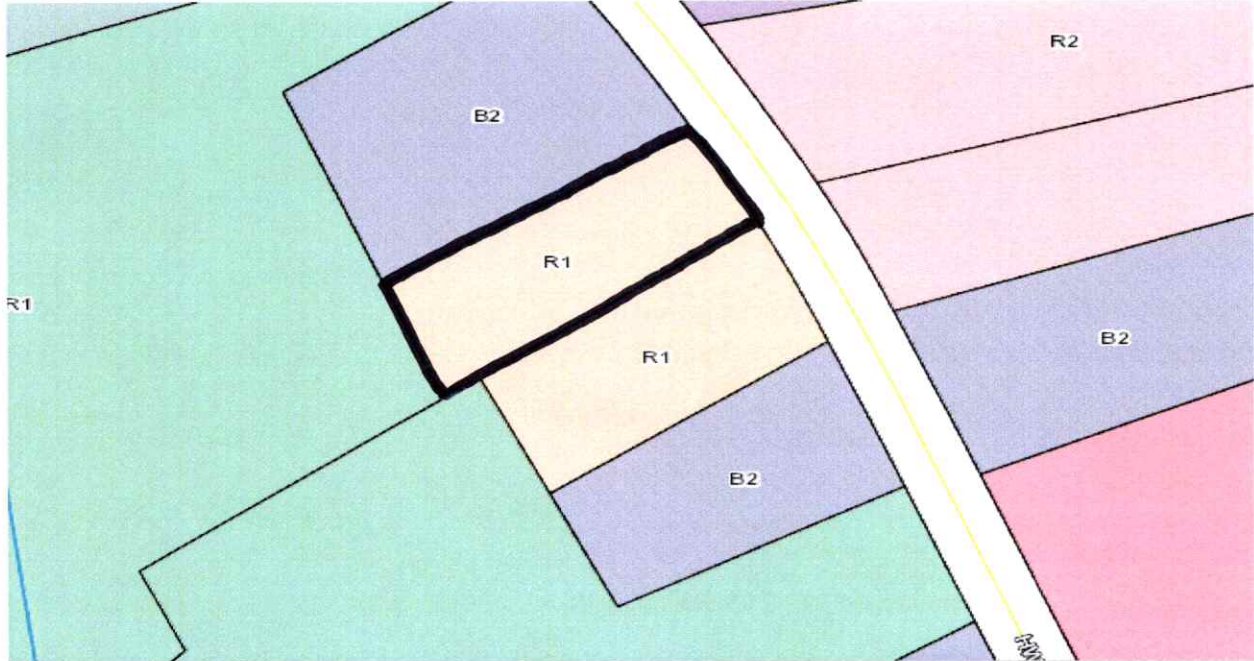
Owner:
Nicky Rodney Johnson
7527 Greens Mill Drive
Loganville, Georgia 30052

Property Location: 2250 Highway 81



Current Character Area: Highway Corridor

Current Zoning: R1



Request: Rezone 2.00 acres from R1 to B2 to expand his mini-warehouses and outside storage; Reduce 50' buffer to 25' on southerly property line with addition of fence and landscaping and reduce distance between new buildings from required 26' to 20' to be consistent with existing storage building.

B2 Highway Business – Light to medium commercial uses which are primarily designed to serve the automotive traveling public. (Outside storage by conditional use approval only.)

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
493110	Mini-warehouses and Self-Storage Units (1-4-2022)	Yes 9										P				P	P

Mini-Warehouses and Self-Storage Units (9) (1-4-2022)

Minimum standards for the use, site development, construction, and placement of self-service storage facilities and mini-warehouses shall be as follows:

A. General regulations.

(1) No wholesale or retail sales shall be permitted within a storage bay.

(2) As a principal use, a self-storage facility shall not occupy a site larger than ten acres.

(3) The only commercial activities permitted exclusively on the site of the self-service storage facility shall be rental of storage bays, pick-up and delivery of goods or property in dead storage, and the sale or rental of items related to moving and storage such as moving boxes, packing supplies and hand trucks.

(4) Storage bays shall not be used to manufacture, fabricate, or process goods; service or repair vehicles, boats, small engines or electrical equipment, or to conduct similar repair activities; conduct garage sales or retail sales of any kind; rehearsing or practicing utilizing band instruments; conversion to an apartment or dwelling unit; or to conduct any other commercial or industrial activities on site.

(5) Residential quarters for security purposes may be established on the site (see Article 6 Caretaker residence).

(6) A minimum six-foot fence or wall shall enclose the self-storage facility. Said fence or wall shall be constructed of brick, stone, masonry units, wood, chain link, cyclone, or other similar materials.

(7) Individual storage bays within a self-service storage facility shall not be considered a premises for the purpose of assigning a legal address in order to obtain an occupational license or any other governmental permit or licenses to do business.

(8) Except as provided, all property stored on site shall be entirely within enclosed buildings. Storage of flammable liquids, highly combustible or explosive materials, or hazardous chemicals are prohibited.

B. Access. A self-service storage facility shall be located on a lot that gains access from a local commercial or industrial street, a minor or major collector, or an arterial street.

(1) Buildings that are not sprinkled shall have 2 means of access.

C. Outside storage. Open storage of Operational recreational vehicles and dry storage of pleasure boats of the type customarily maintained by private individuals for their personal use,

truck trailers, antique cars and other vehicles shall be permitted within a self-service storage facility provided the following conditions are met.

- (1) Such storage shall take place only within a designated area. The area so designated shall be clearly delineated upon the site plan submitted for approval by the county.
- (2) The storage area shall not exceed 25 percent of the total buildable area of the site.
- (3) The storage area shall be entirely screened from view from adjacent residential properties and public streets by a building or by the installation of a six-foot high opaque wall or fence. If existing vegetation or topography provides the required screening, then this wall or fence requirement may be eliminated.
- (4) Vehicles shall not be stored within the area set aside for minimum building setbacks.
- (5) No vehicle maintenance, washing, or repair shall be permitted on site. Pleasure boats stored on site shall be stored upon wheeled trailers. No dry stacking of boats shall be permitted on site.

D. Development regulations.

- (1) Separation between storage buildings.
 - a. If separate buildings are constructed, there shall be a minimum of 26 feet separating the individual buildings.
- (2) Maximum bay size. The maximum size of a storage bay shall be 450 square feet.
- (3) Maximum building height.
 - a. With the exception of the structure used for security quarters, the maximum height of a self-service storage facility shall be one story unless the board of commissioners approves additional stories.
 - b. The height of the building shall not exceed 12 feet.
- (4) Parking requirements.
 - a. Designated customer parking is not required; however, a minimum of five parking spaces shall be provided adjacent to the facility's leasing office, if a leasing office is located on site.
 - b. Interior parking. Interior parking shall be provided in the form of aisle ways adjacent to the storage bays. These aisle ways may be used for both circulation

of traffic and user parking while using the storage bays. The minimum width of these aisle ways shall be as follows:

- (1) Aisle ways shall be 30 feet between buildings
 - a. Prior to issuance of a certificate of occupancy, the traffic flow patterns in the aisle ways shall be clearly marked. Marking shall consist at a minimum of the use of standard directional signage and painted lane markings with arrows. In order to assure appropriate access and circulation by emergency vehicles and equipment, the fire department shall approve the turning radii of the aisle ways.
 - b. Dumpsters and trash receptacles. Dumpsters and trash receptacles shall be located where they are not visible from adjacent residentially-zoned properties and shall be adequately screened from view from all other adjacent properties and streets. (1-4-2022)

Staff Comments/Concerns: Mr. Hemphill owns the property at 2280 Hwy 81 where he has mini-warehouses there already. Mr. Hemphill would like to rezone the property at 2250 Hwy 81 to B2 in order to expand his mini-warehouse operation.

Site Analysis: The 2.00 acre tract is located on 2250 Highway 81. The surrounding properties are zoned A1, R1, R2 and B2.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval of this request it is on GDOT right of way.

Sheriffs' Department: This will have no impact on the Walton County Sheriff's Office.

Water Authority: This area is served by an existing 12" diameter water main along on Highway 81. (static pressure: 60 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Department: Walton County Fire Rescue has no issues.

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

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

Development Inspector: No comment received.

DOT Comments: Will require GDOT coordination.

Archaeological Information: No comment received.

PC ACTION 5/5/2022:

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

Presentation: John Hemphill represented the case with his sister, Cindy Ellington. They own a small family business and would like to see about expanding it. Pete Myers asked about the reduction of the buffer from 50' to 25' and will they be adding a fence and landscaping. Mr. Hemphill stated that they are fine with it.

Speaking: None

Recommendation: Pete Myers made a motion to recommend approval and recommend the reduction of 50' to 25' on the south and a condition that they add an 8 ft. opaque fence with landscaping with a second by Wesley Sisk. The motion carried unanimously.



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

222040007

Fw: Entrance at 2280 Hwy 81 in Loganville (A&A Mini Storage)

1 message

Cindy Ellington <Cindy.Ellington@gcpsk12.org>
To: "tracie.malcom@co.walton.ga.us" <tracie.malcom@co.walton.ga.us>
Cc: JOHN <johnshemphill@comcast.net>

Thu, Apr 28, 2022 at 9:45 AM

Good morning, Tracie,

Hope you are doing well. Brent Williams, with GDOT, was able to go to the property yesterday and I received the following email from him stating the existing drive is suitable for the additional buildings/units. See below.

Please verify that this is what is needed for the meeting and let me know if there's any additional information that is needed.

Thank you so much,
Cindy

Mrs. Cindy Ellington, Ed.S.
ESOL Lead Teacher
Couch Middle School

From: Williams, Brent <brwilliams@dot.ga.gov>
Sent: Thursday, April 28, 2022 9:38 AM
To: Cindy Ellington <Cindy.Ellington@gcpsk12.org>; cellington30680@yahoo.com <cellington30680@yahoo.com>
Subject: RE: Entrance at 2280 Hwy 81 in Loganville (A&A Mini Storage)

CAUTION: This email originated from outside of the school district. Please do not reply, open attachments, or click website links unless you recognize the sender and know the content is safe.

The existing drive at 2280 SR 81 Loganville Walton Co. is suitable for the addition of the 4 buildings / 150 units.

From: Cindy Ellington <Cindy.Ellington@gcpsk12.org>
Sent: Tuesday, April 19, 2022 3:21 PM
To: Williams, Brent <brwilliams@dot.ga.gov>
Subject: Entrance at 2280 Hwy 81 in Loganville (A&A Mini Storage)

Hi Brent,

This is Cindy Ellington and we are needing a letter from GDOT re: our entrance. My brother & I are trying to purchase the property beside us at 2250 Hwy. 81 and are hoping to use the same entryway. We are purchasing 2 acres to put 4 buildings with approximately 150 units. Currently, we see an average of 12 to 20 cars per day, so we expect that would double at the most. Please let me know if there's any additional information you need. Thank you for your assistance.

Sincerely,

Cindy

Mrs. Cindy Ellington, Ed.S.

ESOL Lead Teacher

Couch Middle School

NOTE: Email is provided to employees for the instructional and administrative needs of the district. Email correspondence to/from a district email account may be considered public information and subject to release under Georgia laws or pursuant to subpoena.

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.

Rezone Application # 222040007 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 05-05-2022 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 06-07-2022 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0510149

Applicant Name/Address/Phone #

John S Hemphill

3382 Small Woods Ln

Gainesville, GA 30506

E-mail address: johnshemphill@comcast.net

Phone # (404) 915-9691

Location: 2250 Hwy 81, Loganville

Existing Use of Property: Raw Land with pines and scrub brush

Existing Structures: None - Vacant lot

The purpose of this rezone is To expand self Storage business next door (A&A Mini Storage) to meet growing demand in the area. See Exhibit A Attached

Property is serviced by:

Public Water: Yes Provider: Walton County Well: None

Public Sewer: None Provider: N/A Septic Tank: N/A

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

Signature [Signature] Date 4-7-22 Fee Paid \$ 450.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning R1 Surrounding Zoning: North A1 R1 South R2
East B2 West R1 A1

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

Commission District: 2-Banks Watershed: TMP

I hereby withdraw the above application _____ Date _____

Exhibit A

John Hemphill (A&A Mini Storage) Requested Zoning exceptions:

1. 25ft buffer with property to left, with 6 ft privacy fence in place and landscaping
2. Request distance between new building to be 20ft consistent with existing storage building

John Hemphill 4-7-22

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: John Hemphill

Address: 3382 Small Woods Ln. Gainesville GA 30506

Telephone: 404-915-9691

Location of Property: 2250 Hwy 81
Loganville GA 30052

Map/Parcel Number: C0510149

Current Zoning: _____ Requested Zoning: _____

[Signature]
Property Owner Signature

Property Owner Signature

Print Name: Nicky Rodney Johnson

Print Name: _____

Address: 7527 Greens Mill Dr.
Loganville Ga 30052

Address: _____

Phone #: 770-365-7091

Phone #: _____

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

[Signature]
Notary Public

3/14/22
Date

QUINDA G DAVIS
 NOTARY PUBLIC
 Gwinnett County
 State of Georgia
 My Comm. Expires April 10, 2024

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;

*Self storage facility on right;
Residential home on left;
Rural farm land in rear of property*

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

*Most properties around location
on Hwy. 81 will increase in
value with rezoning to commercial
to meet self-storage demand in the area*

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

N/A

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

Expanded occupancy to meet self-storage needs in area. Increased tax basis to support county infrastructure needs. Land value significantly reduced at current zoning. Extremely unlikely a person would build a residential home on a busy highway.

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

Vacant flat land with no existing
structures make it ideal for
self storage use combined with
existing facility next door.

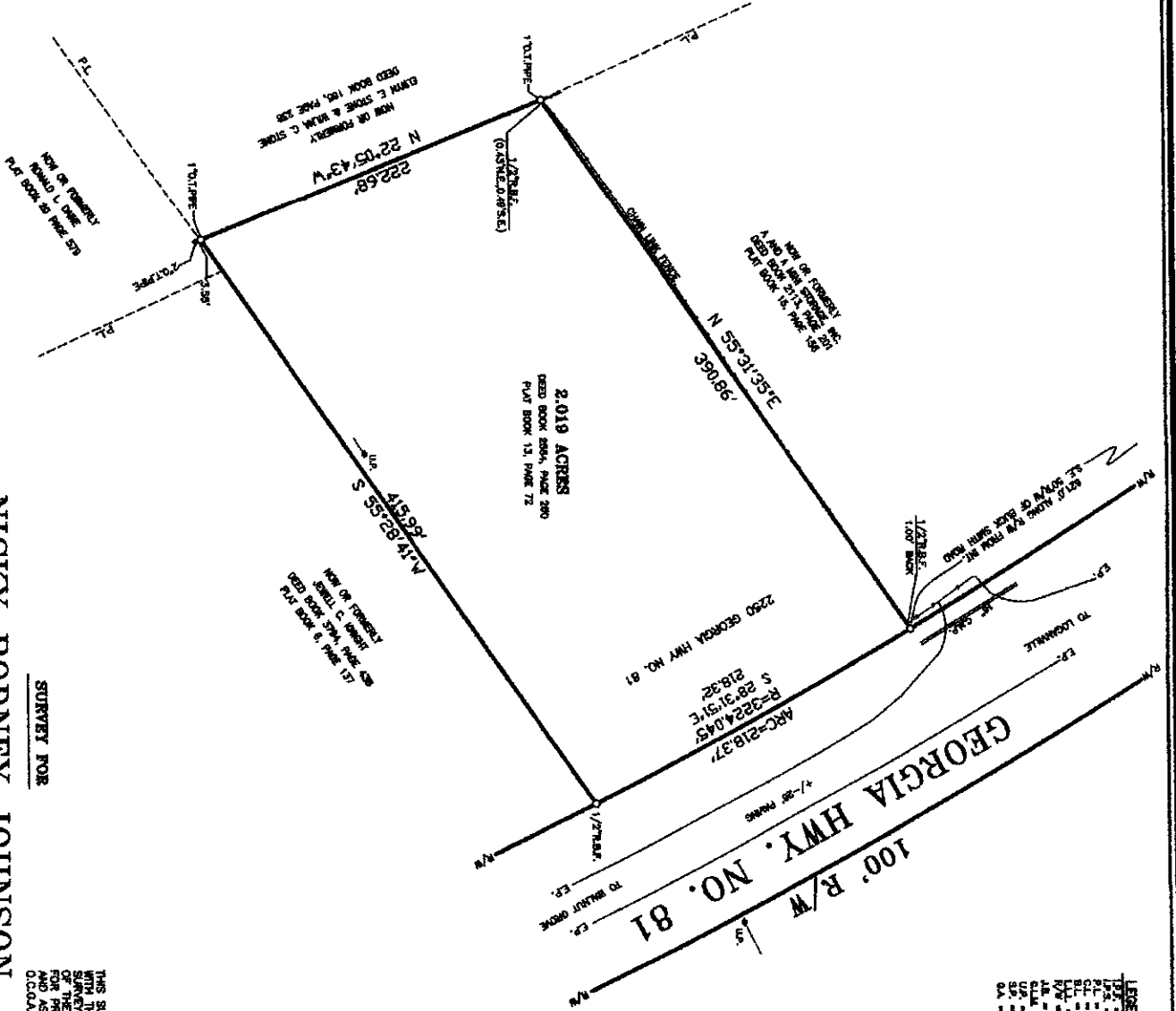
6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property

20+ years. No knowledge of ever
having a structure on property.

SURVEY NOTES

1. THE FIELD DATA FROM WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,232 FEET AND AN ANGULAR ERROR OF 15" PER ANGLE POINT. DATA WAS ADJUSTED USING THE COMPASS RULE INITIAL FIELD WORK EXECUTED JANUARY 29, 2010.
2. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 208,479 FEET.
3. EQUIPMENT USED TO OBTAIN FIELD DATA:
TOPCON GTS-205 & A STEEL TAPE.
4. THIS PROPERTY DOES NOT LIE WITHIN A FURTHER FLOOD HAZARD AREA AS PER MAP NO. 13297001250 OF THE LIVES PREPARED BY WALTON COUNTY GEORGIA AND ITS INCORPORATED ARDS, EFFECTIVE DATE MAY 18, 2009.

- SURVEY REFERENCES:**
1. SURVEY FOR J.T. BRAD BY WILLIAM A. GREGG, SR., G.A. P.L.S. NO. 1458, DATED 10-21-06 AS RECORDED IN PLAT BOOK 13, PAGE 72.
 2. SURVEY FOR MARY A. SMITH BY BEN WALTERY AND ASSOCIATES, DATED 10-30-71 AS RECORDED IN PLAT BOOK 15, PAGE 158.
 3. SURVEY BY S.M.S. SURVEYING CO. KENNETH C. S.M.S., G.A. P.L.S. NO. 1783 FOR:
 - A. CLAUDE HOLCOMB DATED 10-01-80 AS REFERENCED IN DEED BOOK 182, PAGE 233.
 - B. CLAUDE HOLCOMB DATED 2-18-87 AS RECORDED IN PLAT BOOK 40, PAGE 184.
 - C. CLARA M. JOHNSON, DATED 2-17-76 AS RECORDED IN PLAT BOOK 20, PAGE 579.
 - D. KELLY BOWLING, DATED 10-12-99 AS RECORDED IN PLAT BOOK 82, PAGE 72.
 4. SURVEY FOR RODNEY JOHNSON BY VON TTER & MADGE, INC. DATED 9-08-2006.



LEGEND

1/2\"/>



NICKY RODNEY JOHNSON

SURVEY FOR

2.019 ACRES (67,498 S.F.)

TAX PARCEL # 005181248

LAND SURVEYING
ENGINEERING
LANDSCAPE ARCHITECTURE

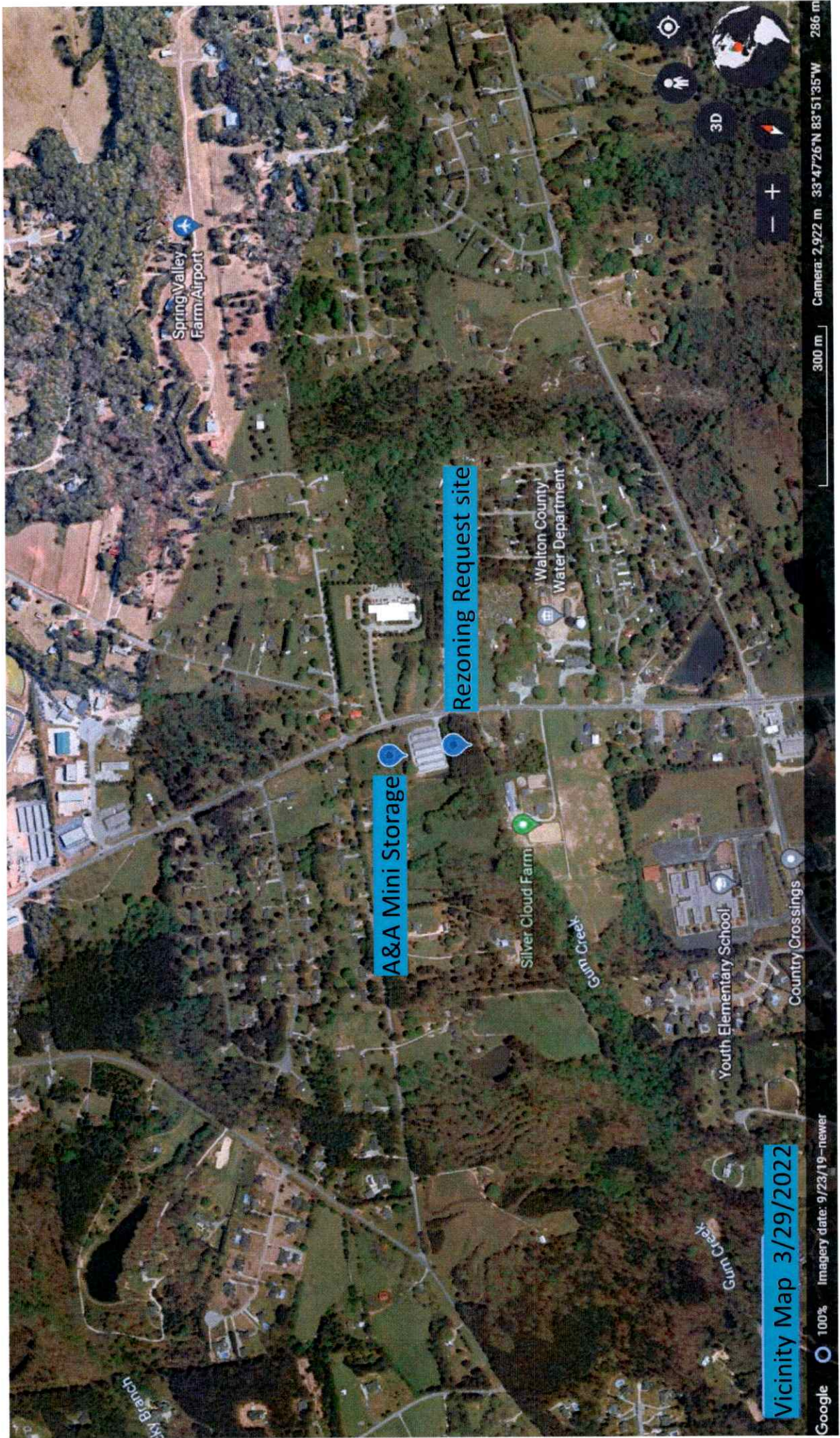
LAND 1079 101 of the 4th DISTRICT
BUNCOMBE CO., GA. 417
SCALE: 1\"/>

WENNALLY Patrick
1606 HWY. 89 SOUTH - LAWRENCEVILLE, GA. 30046
PHONE: (770) 963-8620 FAX: (770) 963-3904

GRAPHIC SCALE - FEET
0 50 100 150



THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYING IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE OFFICIAL CODE OF GEORGIA AND THE REGULATIONS OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 18-6-67.



Item 4.6.

Vicinity Map 3/29/2022

Z22040007 - 2250 Highway 81

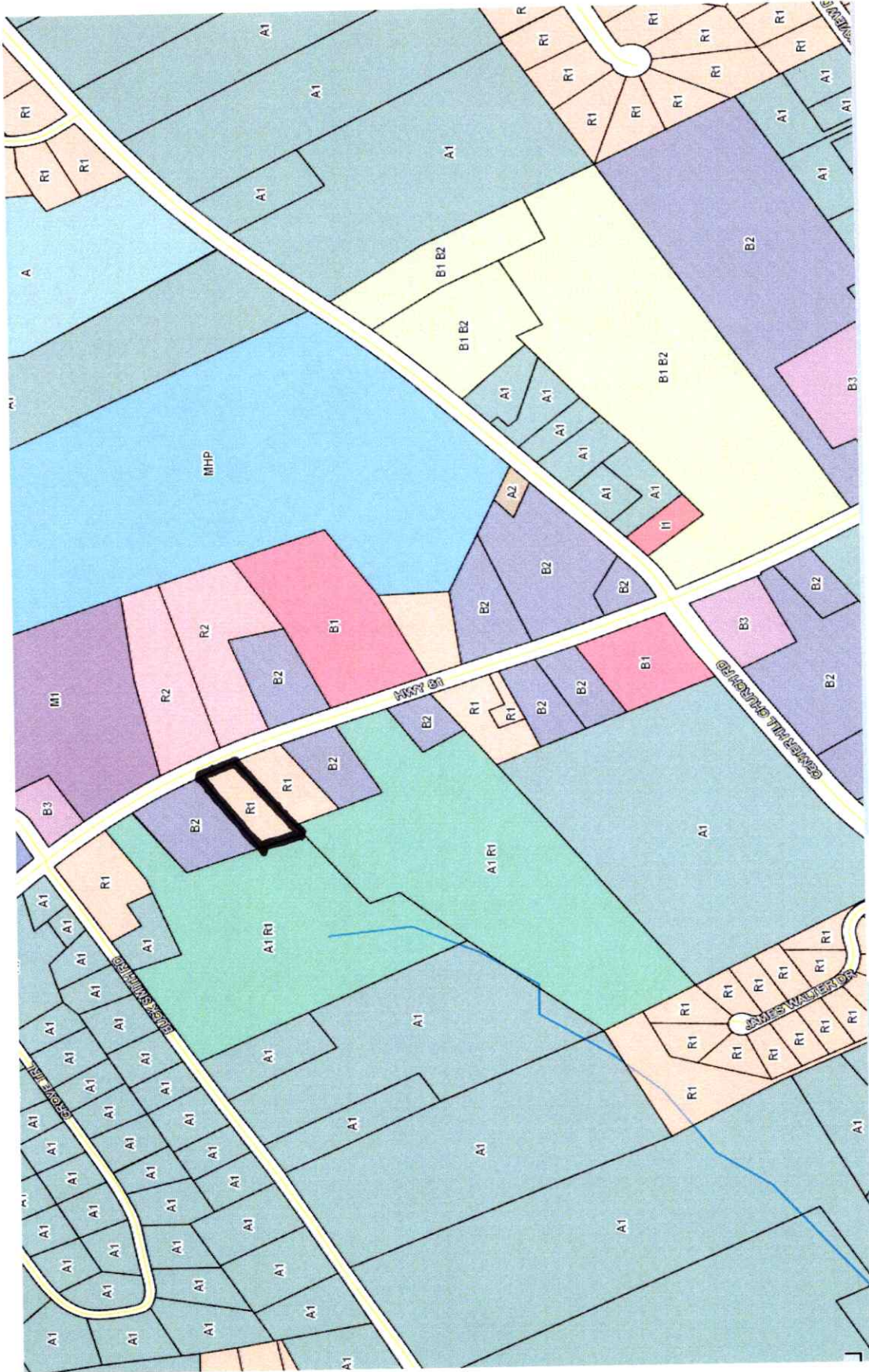


esri
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Z22040007 – 2250 Highway 81



Z22040007 – 2250 Highway 81



Walton County, Georgia



Capital Improvements Element

2022 Annual Update: Financial Report & Short Term Work Program

April 5, 2022 Draft
Revised 5.23.22

Introduction

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) documents Development Impact Fee Compliance Requirements and Standards and Procedures Local Comprehensive Planning. These documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revision previously listed CIE projects including alterations in project costs proposed changes in funding sources, construction schedules, or project scope.”
(Chapter 110-12-2-.03(2)(c))

The Annual Update itself is based on the amended Walton County Capital Improvements Element, as adopted by the County on July 7, 2020.

Financial Report

The Financial Report included in this document is based on DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare and annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” *(O.C.G.A. 36-71-8(d)(1))*

The County’s fiscal year runs from July 1 to June 30. Thus, these financial reports are based on the audits prepared for FY 2021. The required financial information for each public facility appears in the main financial tables.

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements-a community work program (CWP)- as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “upgrade their entire Short Term [i.e., Community] Work Program annually.”¹

According to DCA’s requirements,² the Community Work Program must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document.

¹ Note the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.03(3).

² Chapter 110-12-1-.03(3).

**IMPACT FEES FINANCIAL REPORT – WALTON COUNTY, GA
Fiscal Year 2021**

WALTON COUNTY		Annual Impact Fee Financial Report - Fiscal Year 2021									
Public Facility	Libraries	Fire Protection	Law Enforcement		Emergency Communications	EMS	Parks & Recreation	Animal Control*	CIE Prep**	Administration	TOTAL
			County Jail	Sheriff's Office							
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide	County-wide	County-wide	County-wide	County-wide			
Impact Fee Fund Balance July 1, 2020	\$86,049.75	\$127,653.27	\$53,907.03	\$129,389.22	\$19,573.79	\$33,596.71	\$203,970.45	\$0.00	\$1,254.89	\$49,752.01	\$705,147.11
Impact Fees Collected (July 1, 2020 through June 30, 2021)	\$138,282.30	\$211,188.11	\$52,184.46	\$49,033.47	\$4,964.89	\$8,751.01	\$376,218.84	\$0.00	\$5,474.28	\$25,221.04	\$871,318.40
Subtotal: Fee Accounts	\$224,332.05	\$338,841.38	\$106,091.49	\$178,422.69	\$24,538.68	\$42,347.72	\$580,189.29	\$0.00	\$6,729.17	\$74,973.05	\$1,576,465.51
Accrued Interest	\$147.59	\$222.93	\$69.80	\$117.39	\$16.14	\$27.86	\$381.72	\$0.00	\$4.43	\$49.33	\$1,037.19
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	\$0.00	\$0.00	(\$19,789.03)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$35,122.06)	(\$54,911.09)
Impact Fee Fund Balance June 30, 2021	\$224,479.64	\$339,064.31	\$106,161.29	\$158,751.05	\$24,554.82	\$42,375.58	\$580,571.01	\$0.00	\$6,733.60	\$39,900.32	\$1,522,591.61
Impact Fees Encumbered	\$224,479.64	\$339,064.31	\$106,161.29	\$158,751.05	\$24,554.82	\$42,375.58	\$580,571.01	\$0.00			\$1,475,957.71

*The adopted fee schedule currently does not include 'animal control', thus no impact fees are being collected for this public facility.

**CIE Prep' is the recoupment of the cost to complete the original impact fee study and create the impact fee program.

Public Facility: Library										
Service Area: County-wide										
Project Description	Units	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Collection Materials	2,446	2020	2022	\$67,615.28	95.15%	\$64,334.24			\$24,895.93	
Collection Materials	2,462	2021	2022	\$69,053.13	95.15%	\$65,702.31			\$24,895.93	
Collection Materials	2,491	2022	2022	\$70,869.82	95.15%	\$67,430.85			\$24,895.93	
Collection Materials	2,512	2023	2023	\$72,486.91	95.15%	\$68,969.47			\$24,895.93	
Collection Materials	2,528	2024	2024	\$74,015.37	95.15%	\$70,423.76			\$24,895.93	
Collection Materials	2,541	2025	2025	\$75,450.57	95.15%	\$71,789.31				
Collection Materials	2,557	2026	2026	\$77,035.82	95.15%	\$73,297.64				
Collection Materials	2,561	2027	2027	\$78,273.60	95.15%	\$74,475.35				
Collection Materials	2,561	2028	2028	\$79,403.40	95.15%	\$75,550.33				
Collection Materials	2,570	2029	2029	\$80,808.50	95.15%	\$76,887.25				
Collection Materials	2,574	2030	2030	\$82,106.25	95.15%	\$78,122.03				
Collection Materials	2,574	2031	2031	\$83,291.37	95.15%	\$79,249.64				
Collection Materials	2,578	2032	2032	\$84,628.79	95.15%	\$80,522.16				
Collection Materials	2,570	2033	2033	\$85,576.04	95.15%	\$81,423.45				
Collection Materials	2,570	2034	2034	\$86,811.25	95.15%	\$82,598.71				
Collection Materials	2,561	2035	2035	\$87,782.02	95.15%	\$83,522.38				
Collection Materials	2,549	2036	2036	\$88,619.56	95.15%	\$84,319.28				
Collection Materials	2,549	2037	2037	\$89,898.70	95.15%	\$85,536.34				
Collection Materials	2,537	2038	2038	\$90,754.30	95.15%	\$86,350.43				
Collection Materials	2,532	2039	2039	\$91,914.80	95.15%	\$87,454.62				
Collection Materials	2,537	2040	2040	\$93,393.10	95.15%	\$88,861.18				
<i>Subtotal (materials)</i>	<i>53,359</i>									
O'Kelly Replacement (square feet)*	15,000	2024	2024	\$4,402,000.00	54.57%	\$1,845,059.21			\$100,000.00	See note below
Future expansion (square feet)*	5,227	2034	2034	\$1,949,045.36	100%	\$1,382,262.97				See note below
<i>Subtotal (square feet)</i>	<i>20,227</i>									
				\$8,060,833.95		\$4,854,142.92	\$0.00	\$0.00	\$224,479.64	

* The County's maximum participation is 70.92% of the impact fee eligible portion of the project cost. This percentage represents the proportion of the county population that resides outside of the four cities in which the public libraries are located.

Public Facility: Fire Protection										
Service Area: Unincorporated County plus Between, Good Hope and Walnut Grove										
Project Description	Units	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
New Building Area (square feet)										
New Fire Station (81 N.)	7,000	2022	2025	\$ 2,242,422.20	100%	\$2,242,422.20				7,000 sf facility
New Fire Station (Oasis)	7,000	2024	2024	\$ 2,242,422.20	100%	\$2,242,422.20				7,000 sf facility
Future Space	13,504	2030	2030	\$4,325,952.78	100%	\$4,325,952.78				
<i>Subtotal (square feet)</i>	<i>27,504</i>									
Support Vehicle										
Support Vehicle	2	2022	2023	\$106,524.00	100%	\$106,524.00				1 per year
Support Vehicle	1	2024	2024	\$53,262.00	100%	\$53,262.00				
Support Vehicle	5	2030	2040	\$266,310.00	100%	\$266,310.00				
<i>Subtotal (support vehicles)</i>	<i>8</i>									
Pumper Truck										
Pumper Truck	2	2022	2022	\$970,967.32	100%	\$970,967.32			\$339,064.31	
Pumper Truck	1	2023	2023	\$485,483.66	100%	\$485,483.66				
Pumper Truck	4	2030	2040	\$1,941,934.65	100%	\$1,941,934.65				
Platform or Ladder Truck										
Platform or Ladder Truck	1	2022	2024	\$738,813.76	100%	\$738,813.76				
Brush Truck										
Brush Truck	2	2030	2040	\$105,679.16	100%	\$105,679.16				
Boat										
Boat	1	2030	2040	\$31,580.58	100%	\$31,580.58				
HazMat										
HazMat	1	2030	2040	\$426,094.94	100%	\$426,094.94				
<i>Subtotal (heavy vehicles)</i>	<i>12</i>									
				\$13,937,447.26		\$13,937,447.26	\$0.00	\$0.00	\$339,064.31	

Public Facility: Law Enforcement (Sheriff's Office & County Jail)										
Service Area: County-wide										
Project Description	Square Feet*	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
New Facilities	40,158	2022	2030	\$12,228,771.91	100.00%	\$12,228,771.91	\$19,789.03		\$264,912.34	Includes new jail**
				\$12,228,771.91		\$12,228,771.91	\$19,789.03	\$0.00	\$264,912.34	

* Total amount of impact fee eligible building area per adopted CIE (2020).

** Proposed new jail to replace existing jail. Total cost and impact fee eligibility dependent on final size of planned structure. See CWP for details on known plans at this time.

Public Facility: Emergency Communications										
Service Area: County-wide										
Project Description	Square Feet	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Call Center Expansion	1,541	2030	2030	\$356,957.42	100%	\$356,957.42			\$24,554.82	
New Equipment Building	207	2030	2030	\$47,949.50	100%	\$47,949.50				
All New Construction	1,748	2030	2030	\$404,906.92	100%	\$404,906.92				
<i>Subtotal (square feet)</i>	3,496									
				\$809,813.84		\$809,813.84	\$0.00	\$0.00	\$24,554.82	

Public Facility: Emergency Medical Services										
Service Area: County-wide										
Project Description	Units	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Education Facility	2,500	2022	2022	\$830,044.83	100%	\$830,044.83				
Loganville Office & 2 bays	3,500	2023	2023	\$886,233.08	100%	\$886,233.08				
Monroe Garage	2,000	2035	2035	\$639,351.91	100%	\$639,351.91				
<i>Subtotal (square feet)</i>	8,000									
Ambulance	5	2022	2026	\$828,412.93	100%	\$828,412.93			\$42,375.58	1 per year
Response Vehicle	1	2023	2023	\$44,045.63	100%	\$44,045.63				
Ambulance	1	2035	2035	\$188,656.52	100%	\$188,656.52				
Ambulance	1	2038	2038	\$196,944.19	100%	\$196,944.19				
<i>Subtotal (vehicles)</i>	8									
				\$3,613,689.09		\$3,613,689.09	\$0.00	\$0.00	\$42,375.58	

Public Facility: Animal Control*										
Service Area: County-wide										
Project Description	Number	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
New Floor Area (square feet)	4,676	2028	2028	\$1,938,941.21	100.00%	\$1,938,941.21	\$0.00	\$0.00		
New Vehicles	3	2028	2028	\$81,649.13	94.47%	\$77,134.77	\$0.00	\$0.00		
New Boxes	2	2028	2028	\$41,657.08	100.00%	\$41,657.08	\$0.00	\$0.00		
				\$2,062,247.42		\$2,057,733.06	\$0.00	\$0.00	\$0.00	

*The adopted fee schedule currently does not include 'animal control', thus no impact fees are being collected for this public facility.

Public Facility: Parks & Recreation										
Service Area: County-wide										
Project Description	Units	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Parkland Acquisition	147.58	2020	2040	\$3,755,604.00	100.00%	\$3,755,604.00				
New Building Area (square feet)										
South Walton Batting Cage Building	2,880	2023	2023	\$171,649.21	99.98%	\$171,614.88			\$171,614.88	
Walnut Grove Community Center	20,342	2024	2024	\$7,180,600.00	58.12%	\$4,173,364.72			\$108,240.74	20,342 sf of total building size (35,000 sf) is impact fee eligible
Walnut Grove Concession Building	1,200	2024	2024	\$291,805.60	99.99%	\$291,776.42				
Walnut Grove Maintenance Building	1,100	2024	2024	\$33,007.96	99.97%	\$32,998.06			\$32,998.06	
Walnut Grove Dugouts	1,914	2021	2024	\$94,708.53	99.95%	\$94,661.18			\$94,661.18	
Recreation Center	8,459	2030	2030	\$1,605,598.35	99.99%	\$1,605,437.79				
Concession Building Space	3,329	2030	2040	\$809,517.37	99.99%	\$809,436.42				
Maintenance Building Space	922	2030	2030	\$27,666.67	99.97%	\$27,658.37				
Park Office	986	2030	2030	\$256,497.27	99.99%	\$256,471.62				
Restroom Building	319	2030	2030	\$90,198.60	99.95%	\$90,153.50				
<i>Subtotal (square feet)</i>	<i>41,451</i>									
Recreation Components										
Walnut Grove Basketball Court	1	2024	2024	\$106,786.98	88.50%	\$94,506.47			\$94,506.47	
Walnut Grove Baseball Fields	5	2024	2024	\$1,767,216.79	92.20%	\$1,629,373.88				
Walnut Grove Multi-Purpose Fields	4	2024	2024	\$1,272,396.09	88.50%	\$1,126,070.54				
Walnut Grove Picnic Pavilions	4	2024	2024	\$355,026.78	88.50%	\$314,198.70			\$78,549.68	
Walnut Grove Splash Pad	1	2024	2024	\$1,396,347.49	35.43%	\$494,725.92				
Between Park New Playground	1	2024	2024	\$406,472.79	91.14%	\$370,459.30				
Future Softball Fields	3	2030	2040	\$1,060,287.75	82.67%	\$876,539.88				
Future Picnic Pavilions	2	2030	2040	\$177,513.39	88.50%	\$157,099.35				
Future Basketball Court	1	2030	2040	\$106,786.98	88.50%	\$94,506.47				
Future Tennis Courts	3	2030	2040	\$318,099.02	71.00%	\$225,850.31				
Future Volleyball Court	1	2030	2040	\$58,911.94	11.00%	\$6,480.31				
Future Playgrounds	6	2030	2040	\$2,438,836.77	91.14%	\$2,222,755.83				
Parking Spaces										
Walnut Grove Parking Lot	250	2024	2024	\$565,528.05	99.92%	\$565,075.63				
Future Parking Spaces	324			\$732,924.35	99.92%	\$732,338.01				
<i>Subtotal (parking spaces)</i>	<i>574</i>	<i>2024</i>	<i>2024</i>	<i>\$565,510.00</i>	<i>99.92%</i>	<i>\$565,057.59</i>				
				\$25,645,498.73		\$20,784,215.16	\$0.00	\$0.00	\$580,571.01	

**COMMUNITY WORK PROGRAM (CWP) – WALTON COUNTY, GA¹
2022 – 2026**

Category ²	Action/Item	2022	2023	2024	2025	2026	Responsible Party	Cost Estimate	Funding Source*	Notes
Library Services	Collection Materials Purchase	✓					Monroe-Walton County Library System Board	\$207,538	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase		✓				Monroe-Walton County Library System Board	\$72,487	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase			✓			Monroe-Walton County Library System Board	\$74,015	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase				✓		Monroe-Walton County Library System Board	\$75,015	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase					✓	Monroe-Walton County Library System Board	\$77,036	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	O’Kelly Replacement			✓			Monroe-Walton County Library System Board	\$4,402,000	54.57% impact fees (net), 45.43% Local Taxation Sources	Cost includes \$2,000,000 State participation The County’s maximum participation is 70.92% of the impact fee eligible portion of the project cost

¹ CWP is based on the amended Capital Improvements Element that was adopted on July 7, 2020.

² CWP excludes Animal Services because no impact fee projects are anticipated between 2022 and 2026.

Category ²	Action/Item	2022	2023	2024	2025	2026	Responsible Party	Cost Estimate	Funding Source*	Notes
Parks and Recreation	Between Park New Playground			✓			Parks and Recreation Department	\$406,473	91.14% impact fees (net), 8.86% Local Taxation Sources	
Parks and Recreation	South Walton New Batting Cage Building		✓				Parks and Recreation Department	\$171,649	99.98% impact fees (net), 0.02% Local Taxation Sources	2,880 sf facility
Parks and Recreation	Walnut Grove New Community Center			✓			Parks and Recreation Department	\$7,180,600	58.12% impact fees (net), 41.88% Local Taxation Sources	20,342 sf of 35,000 sf impact fee eligible
Parks and Recreation	Walnut Grove New Concession Building			✓			Parks and Recreation Department	\$291,805	99.99% impact fees (net), 0.01% Local Taxation Sources	1,200 sf facility
Parks and Recreation	Walnut Grove New Maintenance Building			✓			Parks and Recreation Department	\$33,008	99.97% impact fees (net), 0.03% Local Taxation Sources	1,100 sf facility
Parks and Recreation	Walnut Grove New Dugouts			✓			Parks and Recreation Department	\$94,709	99.95% impact fees (net), 0.05% Local Taxation Sources	1,914 sf facility
Parks and Recreation	Walnut Grove New Basketball Court			✓			Parks and Recreation Department	\$106,787	88.5% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Parking Lot			✓			Parks and Recreation Department	\$565,528	99.92% impact fees (net), 0.08% Local Taxation Sources	250 spaces
Parks and Recreation	Walnut Grove New Baseball Fields (5)			✓			Parks and Recreation Department	\$1,767,217	92.2% impact fees (net), 7.8% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Multi-Purpose Fields (4)			✓			Parks and Recreation Department	\$1,272,396	88.50% impact fees (net), 11.5% Local Taxation Sources	

Category ²	Action/Item	2022	2023	2024	2025	2026	Responsible Party	Cost Estimate	Funding Source*	Notes
Parks and Recreation	Walnut Grove New Picnic Pavilions (4)			✓			Parks and Recreation Department	\$355,027	88.50% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Splash Pad			✓			Parks and Recreation Department	\$1,396,348	35.43% impact fees (net), 64.57% Local Taxation Sources	
Law Enforcement	New Jail		✓	✓			Sheriff's Office	\$21,689,403	4% impact fees (net), 96% Local Taxation Sources	Cost estimate is based on proposed building size (84,900 square feet). Percentage of impact fees as a funding source (i.e., impact fee eligibility) is based on the increase in size (3,400 sq.ft.) from the existing jail (81,500 sq.ft.) to the proposed new facility.
Fire Protection	New Fire Station (81 N.)	✓	✓	✓			Fire Rescue Department	\$2,242,422	100% Impact Fees	7,000 sf facility
Fire Protection	New Fire Station (Oasis)			✓			Fire Rescue Department	\$2,242,422	100% Impact Fees	7,000 sf facility
Fire Protection	New Support Vehicles (2)	✓	✓				Fire Rescue Department	\$106,524	100% Impact Fees	One per year
Fire Protection	New Pumper Fire Trucks (2)	✓					Fire Rescue Department	\$970,967	100% Impact Fees	
Fire Protection	New Platform or Ladder Fire Truck	✓	✓	✓			Fire Rescue Department	\$738,814	100% Impact Fees	
Fire Protection	New Pumper Fire Truck		✓				Fire Rescue Department	\$485,484	100% Impact Fees	

Category ²	Action/Item	2022	2023	2024	2025	2026	Responsible Party	Cost Estimate	Funding Source*	Notes
Fire Protection	New Support Vehicle			✓			Fire Rescue Department	\$53,262	100% Impact Fees	
Emergency Medical Services	New Ambulances (5)	✓	✓	✓	✓	✓	Emergency Medical Services Department	\$824,413	100% Impact Fees	One per year
Emergency Medical Services	Loganville Office & 2 bays (3,500 sf)		✓				Emergency Medical Services Department	\$886,233	100% Impact Fees	
Emergency Medical Services	Response Vehicle		✓				Emergency Medical Services Department	\$44,046	100% Impact Fees	
Emergency Medical Services	Education Facility (2,500 sf)	✓					Emergency Medical Services Department	\$830,045	100% Impact Fees	

* Local Taxation Sources include but are not limited to the County General Fund, the Capital Projects Fund or other County taxation source, as determined during the annual budget adoption process, SPLOST or separate funds of the Monroe-Walton Library System.

Georgia, Walton County

Adoption Resolution

Capital Improvements Element Annual Update

Walton County, Georgia

WHEREAS, Walton County adopted a Capital Improvements Element as an amendment to the *Walton County Comprehensive Plan*; and

WHEREAS, Walton County has prepared an amended Capital Improvements Element; and

WHEREAS, the amended Capital Improvements Element was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989; and

WHEREAS, the amended Capital Improvements Element was submitted for review to the to the Northeast Georgia Regional Commission, and was subsequently approved by the Northeast Georgia Regional Commission and the Department of Community Affairs,

BE IT THEREFORE RESOLVED, that the Board of Commissioners of Walton County does hereby adopt the amended Capital Improvements Element, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 7th day of June, 2022.

BY: _____

ATTEST: _____

RESOLUTION 2022-__

WHEREAS, the 1989 Georgia General Assembly enacted House Bill 215, the Georgia Planning Act, requiring all local governments to prepare a comprehensive plan in accordance with the Minimum Planning Standards and Procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the Comprehensive Plan Update for **Walton County, Georgia**, was prepared in accordance with the Minimum Planning Standards and Procedures; and

NOW THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the Comprehensive Plan Update for the Walton County, Georgia dated 2022, as approved by the Georgia Department Community Affairs is hereby adopted, and furthermore, that the Northeast Georgia Regional Commission shall be notified of said adoption within seven (7) days of the adoption of this Resolution.

Adopted this _____ day of _____, 2022.

Walton County, Georgia

David G Thompson
Chairman Board of Commissioners

Rhonda Hawk
County Clerk

May 3, 2022

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, May 3, 2022 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, HR Director Melissia Rusk, 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 Social Circle High School Boys Basketball Team for winning the 2022 Region 8A Championship and presented Coach Taylor Jackson with a Proclamation.

MEETING OPENING

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

ADOPTION OF AGENDA

Motion: Commissioner Banks made a motion to adopt the agenda. Commissioner Shelnett seconded the motion. The motion carried unanimously.

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

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

Chairman Thompson opened the public hearing on the matter. Applicants Pang Chang and Fenglo Naovang came before the Board in support of the rezone. There was no one present in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Adams made a motion to approve the rezone as presented. Commissioner Bradford seconded the motion; voted and carried unanimously.

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

Chairman Thompson opened the public hearing on the matter. Applicants Ivan and Stefanie

Childress came before the Board in support of the rezone. There was no one present in opposition. Chairman Thompson closed the public hearing on the matter.

***Motion:** Commissioner Adams made a motion to approve the rezone per the Planning Commission recommendation. Commissioner Dixon seconded the motion. All voted in favor.*

Approval of Amendment OA22030021 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 03/04/2022

Chairman Thompson opened the public hearing on the matter. There was no public comment. Chairman Thompson closed the public hearing on the matter.

***Motion:** Commissioner Bradford made a motion to approve the Amendment. Commissioner Shelnut seconded the motion; voted and carried unanimously.*

RESOLUTIONS

Resolution - Approving Placement of Daughters of the American Revolution Marker

Teresa Thompson with the Matthew Talbot Chapter of the Daughters of the Revolution, came before the Board to request that a marker be placed at the Historic Courthouse honoring the 250th anniversary of the United States.

***Motion:** Chairman Thompson made a motion to adopt the Resolution, seconded by Commissioner Bradford. All voted in favor.*

Resolution - Appointing Walton Co. Building Inspectors as Mobile Home Agents

***Motion:** Commissioner Bradford made a motion to adopt the Resolution. Commissioner Warren seconded the motion; voted and carried unanimously.*

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of April 5, 2022 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Declaration of Surplus Property
- 4. Arbitrage Rebate Services - Bingham Arbitrage Rebate Services, Inc.
- 5. IGA - City of Loganville - Use of West Walton park
- 6. IGA Extension - Georgia Department of Public Safety
- 7. IGA - Code Enforcement - Jersey

***Motion:** Commissioner Bradford made a motion to approve the Administrative Consent Agenda as presented. Commissioner Dixon seconded motion. The motion carried unanimously.*

FINANCE

Presentation of Proposed FY23 Budget

Finance Director Milton Cronheim presented the proposed FY23 Budget and thanked the staff and budget team for their hard work in preparing the budget. The total proposed budget is \$66,763,800 with no increase in the millage rate. Commissioner Banks commented that increases in taxes would be due to the rise in assessments.

HUMAN RESOURCES

2022 Benefits Renewal and Waiver - MSI Benefits Group

HR Director Melissia Rusk presented a request to return to the ACCG Group Health Benefits Program through Anthem Blue Cross and Blue Shield as presented by MSI Benefits Group.

***Motion:** Commissioner Shelnutt made a motion to approve the renewal as presented. Commissioner Dixon seconded the motion; voted and carried unanimously.*

ACCEPTANCE OF BIDS/PROPOSALS

Walton County Water Department Director Morris Jordan presented the proposals.

Acceptance of Proposal - Campton Water Tank and Pressure Zone Improvements

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Dixon to accept the proposal from Precision Planning, Inc. in the amount of \$90,130. All voted in favor.*

Acceptance of Proposals - GIS Services

***Motion:** Commissioner Dixon made a motion, seconded by Commissioner Shelnutt, to accept the proposal from Suburban Consulting Engineers, Inc. in the amount of \$274,049. All voted in favor.*

DISCUSSION

Discussion and possible decision - Good Hope Fire Department - Proposal

The Board discussed replacement of the Good Hope Fire Station and a fire engine which was lost due to a recent fire.

Motion: Commissioner Bradford made a motion to order a replacement fire engine. Commissioner Adams seconded the motion; voted and carried unanimously.

Motion: Commissioner Bradford made a motion to move forward with replacing the Good Hope Fire Station and approve an amount not to exceed \$3,000,000. Commissioner Warren seconded the motion and all voted in favor.

Motion: Commissioner Bradford made a motion to approve the proposal from Ascension Program

Management in the amount of \$70,200 for program management to rebuild the fire station. Commissioner Banks seconded the motion; voted and carried unanimously.

ANNOUNCEMENTS

County Manager John Ward made announcements concerning a Community meeting for the new park on Hwy. 81 to be held on Tuesday, May 10th at 6:00 p.m. at Felker Park, lane closures on Ammons Bridge Road due to deep patching and upcoming election voting deadlines.

Chairman Thompson announced that Rivian is coming to Walton County and will be a huge asset for the County.

ADJOURNMENT

***Motion:** Commissioner Bradford made a motion, seconded by Chairman Thompson, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:51 p.m.*

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

Department	Fund	Description	Payee	Amount
Budget Year FY 22				
Various				
	Various	Suppl Employee Life & Disability Ins - For The Record	One America	\$29,537.02
	Various	Replenish Funds in Workers Comp Trust - For the Record	Walton County BOC	\$27,547.00
	100	Multiple Parts to Repair Main Boom	Atlantic & Southern Equipment, LLC	\$9,025.36
Board of Commissioners				
1110	100	Fees for Professional Services - Lobbying Services	Holland & Knight	\$17,500.00
	610	Walton County Health Benefits Trust - For the Record	Walton County Health Benefits Trust	\$500,000.00
Elections				
1401	100	Absentee/Provisional/ Emergency Ballots - General Primary & Special Election 5/24/2022	Tattnall Ballot Solutions	\$8,999.49
1401	100	Temporary & Early Voting Payroll for General Election- 5/24/2022	Chase Staffing	\$29,620.90
1401	100	Temporary & Early Voting Payroll for General Election- 5/15/2022	Chase Staffing	\$29,457.66
Finance Administration				
1510	100	Phase III - Performance Audit - Invoice	Mauldin & Jenkins	\$67,500.00
Law				
1530	100	Legal Fees - April 2022- For the Record	Atkinson & Ferguson	\$25,215.28
Data Processing/MIS				
1535	100	HP Laserjet Pro Printers (12), Viewsonic 24" Monitors (12)	Shi International Corp	\$6,507.24
	100	Bytespeed Value Desktop PC's (10), Bytespeed Lenovo Thinkpad Laptops (10)	Byte Speed LLC	\$15,600.00

	1537	100	General GIS Consulting Tax Office Aerials, Parcel Maintenance	GIS1, LLC	\$15,840.00
			Aerial Flight-For the Record	Pictometry International Corp.	\$33,610.07
Tax Assessors					
	1552	100	2022 Win-Gap Conversion	Governmental Systems, Inc	\$10,290.50
		100	2022 Real Property Assessment Notice	Governmental Systems, Inc	\$27,921.85
Human Resources					
	1540	100	AFLAC Premium - April 2022 - For the Record	AFLAC	\$10,636.66
Risk Management					
	1555	100	Claim #22-38 S.O. Brinkman-Deer	Sky Collision	\$12,871.73
Gen Gov BLDGS					
	1565	100	Government Building Courtroom - 2 Renovations	Sunbelt Builders, Inc	\$718,606.00
		100	Government Building LED U Bent Bulbs	Allen Electric Wholesale Supply Inc	\$5,556.00
		100	Government Building Pressure Washing & Window Cleaning	D&T Painting & Pressure Washing, LLC	\$9,907.00
		100	Government Tree Trimming & Tree Removal	Scarborough Tree, Inc	\$12,500.00
Juvenile					
	2600	100	Indigent Defense	Law Office of Leara Morris - Stokes	\$6,894.68
Jail					
	3325	100	Labor Variance for the Month of January & February 2022	Correct Health	\$152,756.73
		100	Specialty Care Expense Overage For Inmate Medical	Correct Health	\$39,447.42
		100	Inmate Meals - April 2022	Kimble's Food By Design, Inc.	\$49,288.14
		100	Housed Out Inmates	Washington County Board Of Commissioners	\$23,155.00
		100	Monitoring Fee & Activation Fee - April 2022	Joe Ray Bonding	\$16,832.50
		100	Replacement Screen for Tower One at Jail	Cornerstone Detention Products Inc	\$5,430.32
		100	AHU Repair Tower 1	Trane U.S. Inc	\$10,875.00
		100	Clean Condensor Coils-All Roof Top Units	Bolton's Refrigeration	\$5,100.00
		100	Monitoring Fee & Activation Fee - March 2022	Joe Ray Bonding	\$15,050.50
		100	Diversion Center Camera Installation	Harcom Data Services, LLC	\$44,807.00
Forfeited Drug Seizure					
	3333	211	2 Canine Dogs with Equipment	Alabama Canine Law Enforcement	\$42,178.00

	3610	531	Performance Load Upgrade Kits (3), Strap sets (7)	Stryker	\$6,463.58
		531	License Renewal Anniversary Payment	Georgia Department of Public Health	\$15,100.00
		531	Ambulance Billing - April 2022	Emergency Billing Inc	\$16,214.63
		531	Extended Warranty/Preventative Maintenance (10) Cardiac Monitors	EMS Superstore	\$72,343.00
EMA					
	3920	100	Alerting Software	Civic Plus	\$21,124.64
Roadways & Walkways					
	4220	100	Wagon Trail Culvert Repair	Utility Asset Management, Inc	\$24,987.00
		100	2023 Kenworth T880 Tandem Axle Dump	MHC Kenworth Atlanta	\$222,761.00
Unpaved Streets					
	4222	100	Liquid Calcium Chloride - Various Roads	Southeastern Road Treatment	\$25,000.00
Hard Labor Creek					
	4405	508	Professional Services - Through April 2022- For the Record	Jacobs Engineering	\$6,677.07
		508	Professional Services - Apalachee River Intake - Through April 29, 2022 - For the Record	CH2M Hill Inc.	\$2,139.25
		508	Professional Services - March 1, 2022 through March 31, 2022 - For the Record	Atkinson Ferguson, LLC	\$1,207.50
		508	Professional Services - April 1, 2022 through April 30, 2022 - For the Record	Atkinson Ferguson, LLC	\$157.50
		508	2022 HLC Monitoring O&M - For the Record	Nelson Environmental, Inc	\$2,635.00
		508	Hard Labor Creek O&M - For the Record	Precision Planning, Inc.	\$1,070.00
		508	Professional Services - April 02, 2022 through April 29, 2022 - For the Record	Jacobs Engineering	\$3,120.17
		508	Professional Services - Bill through April 30, 2022 - For the Record	Precision Planning, Inc.	\$1,328.49
Water					
	4446	507	Unleaded - Diesel Fuel	Stephens Oil Company Inc	\$7,780.72
		507	Various Locations	Utility Service Co., Inc	\$10,303.23
		507	Water Purchased from Newton County	Cornish Creek	\$174,966.00
		507	Outsourcing and Postage for Bills	Arista Information Systems, Inc.	\$9,192.13
		507	Blanket for Meters	Delta Municipal Supply	\$25,000.00
		507	Unleaded/Diesel	Brown Oil Distributors LLC	\$7,171.10
Solid Waste					
	4530	540	Repair Parts & Labor	Nexttran Truck Center	\$15,574.44
Solid Waste					
	4530	540	Tipping Fees - March 2022	City of Monroe Public Works	\$17,401.54
Fleet Maintenance					
	4910	100	Forward Lift	Monroe Auto Supply, Inc.	\$17,629.00

DFAC Building	5461	201	Flush Valves	Home Depot/GECF	\$5,422.40
Partnership for Families	5550	250	3rd Qtr Payment - FY 2022 Family Conn Exp Grant	The Partnership for Families, Children & Youth	\$11,457.86
Parks & Rec-SPLOST 2019	6220.19	323	Aluminum Bleachers (8) & Tip & Roll Wheel Kit for Bleachers (8)	Uline Supply Company	\$19,295.95
		323	Walnut Grove Park Design Services	Lose Design	\$79,760.00
Planning & Zoning - Impact Fees	7500.75	355	Cannon Image and Ink Tank with Warranty	Duplicating Products	\$18,908.00
					\$2,878,256.25

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **June 7th, 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

Items released as County Surplus Property on 7th day of June, 2022

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
14	IT	HP Printers	
4	IT	Brother Printers	
4	IT	Fujitsu Scanners	
2	IT	Epson	
13	IT	Sonic Wall-Sonic Point Ni	
1	IT	Dell Monitors	
5	IT	ViewSonic Monitor	
2	IT	Acer Monitors	
19	IT	HP Desktop Computer Towers	
4	IT	Computer Fans	
4	IT	HP Laptops	
3	IT	Cisco Routers	
2	IT	NetGear Fire Walls	
3	IT	ADTRAN-Servers	
17	IT	APC Batteries	
6	IT	UPS's	
1	IT	Unifi Wifi Point	
1	IT	Lantronix ESP2-100	
1	IT	Dell Laptop	
1	IT	Acer Laptop	
1	IT	Receipt Printer	
2	IT	Dell Desktop Computer Towers	
1	IT	Rolling Office Chair (Broken No Back)	
1	Water	2004 New Holland TC35	3987
1	Public Works	1995 International 4900 4x2	1HTSDAAN3SH220205

Walton County Miscellaneous Surplus

Item 6.3.

Items released as County Surplus Property on 7th day of ___June_____, 2022

1	SO	Push Mower	031417M011928
1	SO	Push Mower	M005054
1	SO	Push Mower	1L138KG1802
1	SO	Push Mower	013118M006118
1	SO	Push Mower	15M024740
1	SO	Push Mower	1C030KF2209
1	SO	Push Mower	031417M011929
1	SO	Push Mower	03118M005117
1	SO	Push Mower	051915M021314
1	SO	Push Mower	013118M005053
1	SO	Push Mower	211018M001458
1	SO	Push Mower	011018M001450
1	SO	Push Mower	1J108K90755
1	SO	Blower	13540
1	SO	Blower	20131100373
1	SO	Blower	2972
1	SO	Blower	9658776-01
1	SO	Blower	275853669
1	SO	Chain Saw	J400 423
1	SO	Chain Saw	53-036399
1	SO	Trimmer	T 756 140 10913
1	SO	Weedeater Trimmer-Gas	
1	SO	Weedeater-Trimmer-Gas	
1	SO	Hedge Trimmer-Gas	

Walton County Water

Charge Off Balances for 2022.

Balance to Charge Off:	\$21,014.14*
Number of Accounts:	94
Average Charge Off per Acct:	\$223.55*
Total Deposits Applied Prior to Charge Off:	\$3,100.00
Average Deposit Applied on CO Acct:	\$32.98

*Charge Off Balance and Average Charge Off per Acct includes late fees, returns and penalties for non-payment.

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

Of Accounts with Max \$250 Deposit applied during this CO cycle: 6

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



STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

May 13, 2022

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

RE: Human Services, Department of
Family & Children Services
Agreement Number: 7432

FY: 2023

Dear Landlord:

The Agreement ("Agreement") dated February 01, 2012, by and between Walton County Board of Commissioners ("Landlord") and Human Services, Department of ("Tenant") for 31,250 rentable square feet of Office space located at 200 Georgia Avenue, Monroe, GA 30655, will expire on June 30, 2022.

The Agreement referenced above granted to Tenant the option to extend the Term for additional periods of one (1) year each. In accordance with OCGA §50-16-41, the State Properties Commission (SPC) is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity. Therefore, by virtue of such authority, the SPC hereby notifies you of Tenant's desire to exercise this option extending the Term for a 12-month period beginning July 01, 2022 and ending June 30, 2023 under the same terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the Monthly rental rate of \$41,848.96.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide **Walton County, GA** (“**Customer**”) with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions (the “**Terms & Conditions**”), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Details

Effective Date: 6/1/2022

Initial Term End Date: 5/30/2023

Initial Pricing Tier: Tier 1

Billing Frequency: Annually

Payment Terms: Net 30

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer’s ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer’s debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer’s debt and lease obligations.

Billing. Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer’s billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer’s debt and lease obligations outstanding at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete “Agreement” between the parties and supersede any prior discussion or representations regarding the Customer’s purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

Walton County, GA

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

Notice Address

303 South Hammond Drive, Suite 330
Monroe, GA 30655
Attention: Milton Cronheim
milton.cronheim@co.walton.ga.us

Billing Contact

303 South Hammond Drive, Suite 330
Monroe, GA 30655
Attention: Milton Cronheim
milton.cronheim@co.walton.ga.us

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means DebtBook’s debt and lease management software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, “Governing State” means the State of North Carolina.

“**Implementation Services**” means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

“**Incorporated Documents**” means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

“Order Form” means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

“Order Form Supplement” means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Implementation Services, and the Support Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) **Entire Agreement; Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “Notice”) must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at <https://www.debtbook.com/legal>. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

**FAMILY CONNECTION FY 2023 CONTRACT
CONTRACT TRANSMITTAL****TO: County Family Connection Fiscal Agent**

Thank you for accepting the challenge and opportunity to achieve results for Georgia's children and families through implementation of your Family Connection Collaborative plan. The FY 2023 Family Connection contract (July 1, 2022 to June 30, 2023) is attached.

The Department of Human Services requires the contract to be signed and returned prior to June 30 to have an effective date of July 1. Failure to meet this requirement will result in a change of the start date of your contract.

To execute the contract please do the following:

1. Verify the following items: (If corrections are needed, please contact Linda Lunsford, lunsford@gafcp.org)
 - a. That your organization's name and legal address are correct on Page 1
 - b. That your organization's Federal Employer Identification (FEI) is correct on page 1.
 - c. That your organization's fiscal year end date (as used to determine due dates for audits) is correct on page 1.
 - d. That your organization's name and address for mailing purposes, along with your telephone number, fax, and email, are correct on Page 1.
2. **The Department of Human Services will now accept digital signatures or an actual signature you have created. If you have the software to sign electronically, you may sign the document and return to lunsford@gafcp.org by email.**
3. **If you do not have the capability to sign electronically, print one copy of the contract.**
 - a. Ensure that the individual(s) with legal authority for signing on behalf of the entity listed on the first page of the contract signs the document. Ensure signature is witnessed as required.
 - b. Ensure that Annex D, Business Associate Agreement, is completed and signed. Annex D-1 should have N/A on the first line and Annex D-2 must be initialed by the signer of the contract on the 1st line signifying the Contractor does not need any user accounts to access the Department of Human Services Protected Health Information Systems.
 - c. Ensure that Annex E, Contractor Affidavit, is signed and notarized. Failure to complete Annex E will result in the contract being delayed and delay your receipt of an executed contract for FY2023.
 - d. Ensure that Annex E, Sub-Contractor, Affidavit is signed and notarized by all entities that are budgeted in Per Diem Fees & Contracts on the FY 2023 Budget Proposal. Failure to complete Annex E, Sub-Contractor Affidavit, if applicable, will result in the delay of your contract being executed until the required Affidavit(s) are received. In lieu of the affidavit, individuals with Zero (0) Employees may submit the Security and Immigration Compliance – Purchase of Services \$2,499.99 or More, select Option 2 and attach a copy of their state issued driver's license or identification card along with a signed and complete exemption form and attached to the contract in lieu of a Sub-Contractor Affidavit. This form is attached.
4. **If you do not have the capability for electronic signature, you must mail one contract with original signatures and names and titles, etc. to:**

Linda Lunsford
Georgia Family Connection Partnership
235 Peachtree Street - Suite 1600
Atlanta, GA 30303 - 1422

After the contract is finalized, a copy of the executed contract, signed by the Department of Human Services, will be returned to you by electronic email along with report requirements.

The Department of Human Services requires all payments over \$5,000 must be paid by direct deposit. Please make sure your bank account routing is accurate. If a change in your account has occurred or you are not currently enrolled with the State's Vendor Management System you must complete the attached Vendor Form, attach a voided check, and return along with your signed contract.

If you need assistance, please email lunsford@gafcp.org or call Linda Lunsford at 404.739.0057.

**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT**

This Contract is entered into between the Department of Human Services and the Contractor named below:
State Entity's Name: Department of Human Services, (hereinafter the "Department" or "DHS")

Contractor's Name: (hereinafter the "Contractor") Walton County Board of Commissioners	Contractor's Address: 303 South Hammond Dr Suite 333 Monroe, GA 30655-2907
Contractor's FEI #: 58-6000902	Contractor's Accounting Year End Date: June 30
Contractor's Entity Type: Local Government	

Department Administrative Information

DHS Contract #: 42700-93- Requisition #: N/A	Sub-recipient Y <input type="checkbox"/> N <input checked="" type="checkbox"/> If Y, DUNS #: N/A Vendor Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
DHS (state) Financials Vendor ID #: [REDACTED]	CFDA #(s): N/A
NIGP Code(s): 95259 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew: N/A
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity.	

Expense **Revenue** **No Cost**

Total Obligation: \$52,500.00 Federal: \$0.00 State: \$52,500.00 Match: \$0.00 Other: \$0.00

Contract Term:

Contract Start Date: July 1, 2022 Contract Expiration Date: June 30, 2023 Contract Fiscal Year: FY 2023

Authorized Person(s) to Receive Contract Notices for DHS:

Georgia Family Connection Partnership, Inc.
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, Georgia 30303-1422
Telephone #: 404-739-0057
Fax: 404-527-7443

Georgia Department of Human Services
Attn: Pamela Rowie
Two Peachtree Street, N.W., 27th Floor
Atlanta, Georgia 30303-3142
Telephone #: 404-295-3774
Fax: 770-342-7407

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Walton County Board of Commissioners
Attn: Milton Cronheim, Chief Financial Officer
303 South Hammond Dr Suite 333
Monroe, GA 30655-2907
770-267-1964
milton.cronheim@co.walton.ga.us

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Walton County Board of Commissioners
303 South Hammond Dr Suite 333
Monroe, GA 30655-2907

SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

“Administrative Addendum” means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or **“DHS”** means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

“Services” means the services and deliverables as provided in the Contract and described in the Scope of Services.

“State” means the State of Georgia, the Department, and its Divisions/Offices and any other authorized state entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION:

(103) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(104B) 06/27/18

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor’s address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.
- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

(105A) 03/07/18

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY:

(106) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

PARA #107 CONFLICT OF INTEREST:

(107FC) 03/07/18*

- A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the county Family Connection Collaborative and the Coordinator or Executive Director respectively:
 - (1) Any individual named as Chair of the county Family Connection Collaborative shall not be running for office or be an elected official of any federal, state, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
 - (2) Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any federal, state, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., county Family Connection Fiscal Agent).

PARA #108 INSPECTION OF WORK PERFORMED:

(108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #109 USE OF STATE VEHICLES:

(109A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #110 INDEPENDENT CONTRACTOR RELATIONSHIP:

(110) 01/06/16

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

PARA #111 CONTRACT MODIFICATION/ALTERATION:

(111) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(112) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

PARA #113 SEVERABILITY:

(113) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION:

(114) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.

- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - (2) Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (3) Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 - (6) An assignment is made by the Contractor for the benefit of creditors.
 - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 - (8) The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 - (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 - (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

PARA #115 COOPERATION IN TRANSITION OF SERVICES: (115) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #116 FORCE MAJEURE: (116) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #117 ACCESS TO RECORDS AND INVESTIGATION: (117) 04/01/13

- A. The State and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigations, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.

- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #118 COLLECTION OF AUDIT EXCEPTIONS: (118A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #119 DEPARTMENT APPROVAL OF SUBCONTRACTS: (119A) 03/07/18

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution and any such approval given shall be in writing. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the Department for any Federal or State audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

PARA #120 PUBLICITY: (120) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #121 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS: (121A) 03/07/18

Any documents or other material prepared, purchased or in the process of being prepared or purchased by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, license and ownership interest in any such documents or license shall vest in the Department immediately upon their creation or purchase and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. **INVENTIONS AND PATENTS:** The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Department. The Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall determine whether protection of the invention or discovery shall be sought. The Department and such Federal agency(ies) will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. **COPYRIGHTS:** The Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall have the right to exploit such materials as allowed under the copyright laws applicable during the term of this Contract. The Department may, in its sole discretion, allow for the author of such material to retain a portion or all ownership interest in the work. Any such authority

regarding ownership shall be in writing and signed by both parties. The Parties further agree that the Department and Contractor retain all their respective ownership rights to any previously copyrighted materials which are employed in the performance of the Contract and that no Party obtains any right, title or interest in such other Party's works.

- C. **PUBLICATIONS:** All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.
- D. **DESIGNATION OF WORK FOR HIRE OR INVENTION FOR HIRE:** In the event any inventions, patents, or copyrights are developed by the Contractor as a result of Contractor's performance under this Contract the same shall be deemed a work for hire or invention for hire as defined in Title 17 and Title 35 of the United States Code and all ownership interest therein shall be and remain the property of the Department unless, at the sole discretion of the Department, other ownership rights are established in writing between the Contractor and the Department.

PARA #122 CONSULTANT/STUDY CONTRACT: (122) 03/07/18

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #123 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS: (123) 03/07/18

- A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #124 DRUG-FREE WORKPLACE: (124) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #125 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING: (125C) 03/07/18

Contractor agrees that no part of state funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #126 CRIMINAL HISTORY INVESTIGATIONS:

(126A) 03/07/18

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-GAPS system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:
 - (1) Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
 - (2) Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #127 AIDS POLICY:

(127) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #128 INDEMNIFICATION:

(128) 03/07/18

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the

Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, procure the insurance policies required by this Contract, in coverage amounts as specified in this Contract, with endorsements waiving rights of subrogation against the State, the Indemnitees, the Funds and insurers participating thereunder.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Except as otherwise provided, nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the state.

PARA #129 PROPERTY MANAGEMENT REQUIREMENTS:

(129A) 03/07/18

The Contractor agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this Contract is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, (OFSS) Asset Management Unit.
- B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal, Property Management, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on DHS Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property. Once the #5111 form is complete and returned to the appropriate DHS Division/Office, it will then be forwarded to the Office of Facilities and Support Service Asset Management Unit indicated below:

Office of Facilities and Support Services
Attn: Sharon Burrow
2 Peachtree Street NW, 28th Floor
Atlanta, Georgia 30303-3142
ofssassetmanagementunit@dhs.ga.gov

For any Department owned vehicles operated under this Contract, the Contractor will adhere to procedures detailed in the DHS Transportation Manual. Vehicle utilization information will be submitted as requested by the OFSS Transportation Services Section. The Contractor will utilize Department required systems to input data related to the vehicle as directed.

- D. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:
 - (1) Prepare Property Transfer Form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination. For any Department owned vehicles and as directed by the OFSS Transportation Contractors will utilize the Department of Administrative Services Asset Works system to complete the appropriate disposal process.
 - (2) Upon notification by the Office of Facilities and Support Services, Asset Management Unit, Contractor agrees to coordinate with the appropriate DHS Division or Office property coordinator to properly dispose of the property following the guidance provided by the Georgia Department of Administrative Services policy. Expenses incurred by the Contractor in the disposition of equipment may be charged to the terminated Contract. For any Department owned vehicles operated under this Contract, upon notification by OFSS Transportation Services Section, the Contractor agrees to complete the appropriate disposal method in the Asset Works system as determined by the Department. All expenses incurred related to the disposal are the responsibility of the Contractor.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services Asset Management Unit, that all surplus property listed on the completed Property Transfer Form has received proper disposition.

PARA #130 FUNDING:

(131) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the state of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

PARA #131 PARTIES BOUND:

(132) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #132 COOPERATION WITH OTHER CONTRACTORS:

(133) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

PARA #133 CONTRACTOR ACCOUNTING REQUIREMENTS:

(134) 03/07/18

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #134 TIME OF THE ESSENCE:

(135) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Scope of Services attached hereto and incorporated herein as Annex A.

PARA #135 ASSIGNMENT AND MERGER:

(136) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

SECTION II SPECIAL TERMS AND CONDITIONS:

SECTION IIA

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 3/17/03

WITNESSETH:

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. The Contractor agrees:
 - 1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto as **Annex A**.
 - 2. To deliver services at sites as described in **Annex A**.
 - 3. To provide Family Connection activities for and services to children and their families in order to:

Improve family functioning, including family stability and reduce incidence of child abuse.

- Improve family economic capacity, including job training and employment, housing, and community economic development.
- Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.
- Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.
- Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on **Annexes B and C**.

AND

B. The Department will:

1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance and regional and statewide training.
2. Provide state level administrative and specialized assistance support for Family Connection implementation.
3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.
4. Ensure facilitators are available to assist Family Connection collaboratives.

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301C) 03/10/16

The total approved budget for this Contract is \$52,500.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$52,500.00.

PARA #302 CONTRACT BUDGET ANNEX:

(302) 03/07/18

- A. The budget attached to this Contract as **Annex B, Part 1** is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

<input type="checkbox"/> Deduction Alternative	<input checked="" type="checkbox"/> Additional Cost Alternative
<input type="checkbox"/> Cost Sharing or Matching Alternative	<input type="checkbox"/> No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION:

(303B) 3/10/16

- A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

PARA #304 PROGRAMMATIC REPORT:

(304) 4/1/13

The Contractor agrees to submit a quarterly programmatic/performance statistical report prepared no later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract as **Annex C, Part 1**. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract as **Annex B, Part 2**.

PARA #305 EXPENDITURE REPORT SUBMISSION:

(305A) 03/07/18

The Contractor agrees to submit a quarterly expenditure report not later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract as **Annex B, Part 1**.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS SECTION IV

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401) 03/07/18

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor’s compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a “covered entity” as defined by HIPAA of 1996 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person’s protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as **Annex D** titled, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. **COMPLIANCE WITH SECURITY MANAGEMENT PROCESS:** The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. **COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION:** The Contractor agrees to comply in all applicable respects with the Governor’s Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in **Annex E** titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in **Annex E** titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- F. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.
- G. The federal cost principle for determining allowable costs for this Contract is 48 CFR Part 31.2 for contracts with commercial organizations.
- H. Fair Labor Standards Act of 1938, as amended.
- I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS: (402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

Contractor understands that according to the provisions of this Contract and as described in the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments, to terminate this Contract, to require a refund of all monies received under this Contract and to prohibit the Contractor from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS or the Georgia Department of Audits and Accounts

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"): (403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).

- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor’s actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 - (1) Whether or not client’s health, safety and welfare are adequately protected;
 - (2) That the response to the situation and event was reasonable and appropriate;
 - (3) That the Contractor’s procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - (4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract
- G. Each Contractor shall post a “Notice Concerning Critical Incident Reporting.” The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor’s or the Department’s responsibilities under this Contract, except with the informed, written consent of the client or the client’s legal guardian, as required by law.

PARA #404 ENTIRE UNDERSTANDING:

(405) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 03/10/16

This Contract includes annexes as listed below, which are hereto attached:

- Annex A - Part 1 Contract Cover Page
- Annex A - Part 2 Fiscal Agent Designation and Acceptance Form
- Annex A - Part 3 Plan Summary for FY 2023
- Annex A - Part 4 FY 2023 Budget Proposal
- Annex B - Part 1 Contract Budget and Cumulative Expenditure Report FY 2023
- Annex B - Part 2 Quarterly Subcontractor Report
- Annex C - Part 1 Family Connection Quarterly Narrative Report
- Annex C - Part 2 Status Report FY 2023 Plan of Action
- Annex D HIPAA Business Associate Agreement
- Annex E Security and Immigration Compliance
- Annex F Notice Concerning Critical Incident Reporting

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Walton County Board of Commissioners

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

I, the undersigned Commissioner of **Walton** County, certify that this contract is entered in Book No. ____, Page No. ____, of the official minutes of the Commission of **Walton** County.

CONTRACTOR EXECUTION:

Signature

***Date signed by Contractor

*Typed name of individual signing

Chairman, Commission of
Walton County

DATE: _____

Signature

Typed name of individual signing

**Title

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.

DEPARTMENTAL EXECUTION:

Department of Human Services

Candice L. Broce
Commissioner

Date signed by the Department

Annex A Part 1

Family Connection
CONTRACT COVER PAGE

FY 2023 Annual Plan
(July 01, 2022 - June 30, 2023)

County: **Walton**

Region: **Region 5**

Name of Collaborative: The Partnership for Families, Children and Youth

Coordinator or Contact Person:	Collaborative Chairperson:
Name: Dena Huff	Name: Danny Curry
Title: Executive Director	Title: Volunteer
Mailing Address: PO Box 670	Mailing Address: Retired 607 Berta Court
City:Monroe 9 digit zip: 30655-0670	City: Loganville 9 digit zip: 30052-0000
Street Address (if different): 1820 GA Hwy 11 N	Street Address (if different): 607 Berta Court
City:Monroe 9 digit zip: 30656-4665	City: Loganville 9 digit zip:30052-0000
Phone: (770) 207-3175	Phone: 678-859-2343
Fax:	Fax:770-818-5687
Email: dena.huff@walton.k12.ga.us	Email: dancur607@bellsouth.net

Walton County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000902

Federal Identification Number of Fiscal Agent
(Required)

June 30

Fiscal Agent's Fiscal Year End
Month & Day

\$52500

Family Connection PLAN SUMMARY for FY 2023

County: Walton

I. Core Collaborative Functions

The The Partnership for Families, Children and Youth collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

II. Results for Children and Families
Goal: Improved conditions for children and families in Walton County
Outcome: Decreased Risky Behaviors
Indicator
Children absent more than 15 days from school [CS1]
Students who graduate from high school on time [CS5]
Children with a substantiated incident of abuse and/or neglect (per 1,000) [SF3]
Other [LD10] Improved Attendance, Academic Enrichment Opportunities, Behavior and Attitude
Other [LD10] Crime Rate for Youth Ages 17 and under
Youth ATOD use [LD3] Students Mandated to Attend the Adolescent Substance Abuse Education Classes
Strategy: Walton County Partnership for Families, Children and Youth will work with the collaborative, partners and the community to implement a comprehensive strategy to decrease risky behaviors in youth.
Outcome: Increase Family Stability
Indicator
Children absent more than 15 days from school [CS1]
Children whose parents lack secure employment [SF4]
Children living in poverty [SC3]
Other [LD10] Faith in Serving Humanity
Other [LD10] Increase knowledge of trauma awareness
Other [LD10] Increase knowledge of homeless veterans
Strategy: Walton County Partnership for Families, Children and Youth will work with partners to educate the collaborative and community on the impact of poverty and strengthen support for programs and services to increase family stability.

Annex A Part 4

Budget Proposal FY23

County: Walton

Expense Type	Family Connection Budget Allocation	Description of Expenses		
Personal Services	\$30000	Position Title		Cost
		Executive Director, Planning and Coordination for Staff and Collaborative		\$30,000.00
Regular Operating	\$12800	List of expenses		Total Cost
		Office supplies including: ink cartridges, copy paper, letterhead, notebooks, file covers, envelopes, pens, pencils, flipcharts, curriculum supplies, printing cost, name tags, banners. (4889.00) Registrations (1500.00). Postage (500.00)		\$12,800.00
Travel	\$2500	List of expenses		Total Cost
		Travel for meetings, conferences and appointments.		\$2,500.00
Equipment	\$0	Equipment		Cost
Per Diem, Fees & Contracts	\$6500	Legal Name of Contractor	Description of Services/Deliverables	Cost
		Tishia Fenn	Provides direction needed to 20-30 Walton County Teen Board Members who advocate positive health and wellness among their peers. Their goal is to promote proven methods of prevention and positive community change.	\$6,500.00
Tele-communications	\$700	List of expenses		Total Cost
		Telephone/Online Fax (280.00) Cell Phone for one employee (420.00)		\$700.00
Other	\$0	List of expenses		Total Cost
				\$0.00
TOTAL	\$52500			

Quarterly Expenditure Report FY23

County: Walton	Contract #:
Fiscal Agent: Walton County Board of Commissioners	Quarter #:

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	\$30000				
Regular Operating	\$12800				
Travel (staff)	\$2500				
Equipment	\$0				
Per Diem, Fees & Contracts	\$6500				
Telecommunications	\$700				
Other:	\$0				
TOTAL	\$52,500				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.

Fiscal Agent Signature

Collaborative Chairperson Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only: Date Received at Georgia Family Connection Partnership _____	Initials _____
---	-----------------------

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Quarterly Subcontractor Report FY23

County: Walton	Contract #:
Fiscal Agent: Walton County Board of Commissioners	Quarter #:

- Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.
- The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.
- This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).
- Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors <i>(Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)</i>			

[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]

_____ **Fiscal Agent Signature**

_____ **Print Name**

Date: _____

For Office Use Only:
Date Received at
Georgia Family Connection Partnership _____ **Initials** _____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Quarterly Narrative Report FY23

County: Walton	Contract #:
Fiscal Agent: Walton County Board of Commissioners	Quarter #:
	Date:

Strategy Implementation
Strategy 1
Strategy 2
Strategy 3
Strategy 4
Strategy 5

Collaborative Chairperson Signature

Collaborative Coordinator Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only: Date Received at Georgia Family Connection Partnership _____ Initials _____
--

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Family Connection Status Report FY 2023 Plan of Action (if Required)

County: Walton	Contract #:
Fiscal Agent: Walton County Board of Commissioners	Quarter #:
	Date:

This is to verify that the development of the FY 2023 Plan of Action for the above referenced county has been completed as required.

Signature, Community Support Team Leader

Date

Attach this Status Report to the Quarterly Report.

For Office Use Only:

Date Received at Family Connection Partnership _____ **Initials** _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as “Agreement is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as “DHS”) and **Walton County Board of Commissioners** (hereinafter referred to as “Contractor”) as an annex to **Contract No.** _____ between DHS and Contractor (hereinafter referred to as “Contract”). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information (“PHI”) protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and Security Rule.” If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term “NIST Baseline Controls” means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor’s legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex D-1 and Annex D-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:
 - A. At DHS:

Jamila Coleman
DHS HIPAA Privacy Officer
Office of General Counsel
privacy@dhs.ga.gov
404-463-0363

Randy C. Coleburn
DHS Chief Information Security Officer
Randy.Coleburn@dhs.ga.gov
404-651-9876
 - B. At Contractor: Milton Cronheim
Walton County Board of Commissioners
Chief Financial Officer
770-267-1964
milton.cronheim@co.walton.ga.us
8. **Contractor agrees that it will:**
 - A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

- B.** Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C.** Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D.** In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex D-1 and Annex D-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E.** Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F.** Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G.** Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H.** Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex D-1 or Annex D -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex D-1 or Annex D-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I.** Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

- i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS’s request for proof of implementation.

- J.** Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor’s information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS’s approval of Contractor’s corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K.** Upon DHS’s reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor’s information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, “pings,” or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L.** Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M.** If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

- N.** Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O.** In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.
- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.

11. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
12. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
13. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on next page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Walton County Board of Commissioners

BY: _____
SIGNATURE DATE _____

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

ANNEX D-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex D-1 as needed and provide the updated form to DHS Project Leader Contact.

ANNEX D-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex D-2 as needed and provide the updated form to DHS Project Leader Contact.

SECURITY AND IMMIGRATION COMPLIANCE

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

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

_____ ***(This is a 4, 5, or 6 digit number, also known as eVerify Company ID)***
Federal Work Authorization User Identification Number ***(Not Tax ID or SS Number)***

_____ ***(This is the date the Company ID was issued by the Federal eVerify system)***
Date of Authorization

_____ ***(Legal Name of Contractor, not an abbreviated version)***
Name of Contractor

_____ ***(or Service Provided, such as "DFCS Client Services")***
Name of Project

Department of Human Services

Name of Public Employer

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

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

Clarified Version 1/5/2015-agb

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 202_____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202_____.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 202 ____ in _____(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202_____.

NOTARY PUBLIC

My Commission Expires:

Brian P. Kemp
Governor



Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
scroll to “Office of Inspector General” and click “online form”.

Address: 2 Peachtree Street, NW, Suite 30.450
Atlanta, Georgia 30303-3142

Board of Elections
Physical: 1110 E Spring St, Ste 100
Mailing: 303 S Hammond Dr, Dept 465
Monroe, GA 30655

Memo

To: Board of Commissioners
From: Jenni Phipps – Director of Elections
Date: 6/2/2022
Re: Grant Application

Earlier this year, we completed the redistricting process after federal, state and local maps were redrawn. Due to the changes that were made to the voters' districts, we have mailed out precinct cards to all voters in the county (74,576 cards). The state has a grant that we can apply for to get partially reimbursed.

We are requesting \$25,005.33 in reimbursement.

We request permission to apply for this grant.



Precinct Card Postage Grant

Grant Application

Requestor Name: Phipps Jennifer L Date: 6/1/2022
Last First M.I.

County: Walton

Address: 1110 E Spring St Ste 100
Street Address Suite/Unit #

Monroe GA 30655
City State ZIP Code

Phone: 770-267-1337 Email: jphipp@co.walton.ga.us

State Vendor ID: _____ Amount Requested: \$ 25,005.33

Have monies been expended? YES NO
Are receipts attached? YES NO

Grant Formula

Number of Precinct Cards Mailed 74,576 Grant Request (\$0.3353*Cards Mailed) \$25,005.33

Attestation and Signature

*I certify that my answers are true and complete to the best of my knowledge.
I understand that false or misleading information in my application or documentation may result in my prosecution.*

Signature: Jennifer L Phipps Date: 6/1/2022



May 26, 2022

Chairman David Thompson
Walton County Board of Commissioners
303 South Hammond Drive, Suite 330
Monroe, GA 30655

Reference: Walton County Public Safety
Construction Management at Risk Selection Recommendation

Dear Mr. Thompson:

Please accept our recommendation to award Component Guaranteed Maximum Price (CGMP) #1 for Design Assist services and materials procurement for the scope of work outlined in the attached letter from McCarthy + Barnsley.

Summary of Authorization

Preconstruction Services <i>(previously authorized with execution of Construction Management at-Risk Contract)</i>	\$496,640
CGMP #1 <i>(current authorization recommendation)</i>	\$1,389,613
Total Current Commitment	\$1,886,253

McCarthy + Barnsley has confirmed the budget numbers for these subcontractors are aligned with targets in the overall construction budget for the specific scopes of work being authorized.

This authorization is limited to \$381,469 until the property for the new Public Safety Complex has been acquired by Walton County. We request approval from Walton County to grant CPS authority to authorize materials procurement once property purchase and transfer is complete for an additional value of \$1,008,144.

The subcontractor selection process utilized to develop CGMP #1 was a competitive process advertised through multiple sources. The selection was made by McCarthy + Barnsley and in all cases the low bidders are the recommended subcontractors for award.

Comprehensive Program Services, Inc. recommends authorization of CGMP #1 to McCarthy + Barnsley.

Sincerely,



Megan Kocikowski
Vice President

Enclosure: McCarthy + Barnsley letter and CGMP #1



May 24, 2022

Megan Kocikowski
Comprehensive Program Services
3368 Hardee Avenue
Atlanta, Georgia 30341

RE: Walton County Public Safety Complex
Component GMP No. 01 – Critical Trade Design-Assist Subcontractor Release

Dear Megan,

Please see the attached Component Guaranteed Maximum Price (CGMP) Proposal to release critical trade packages to perform Design-Assist Services. Our proposal will demonstrate a solicitation and RFP process that involved qualifications, experience, and establishment of target values for the critical trade packages. McCarthy Barnsley has evaluated subcontractor proposals in determination of the selected subcontractor for each critical trade package. Below you will find a summary of the RFP and evaluation as well as supporting documentation.

- Critical Trade Packages
 - Precast Structure
 - Detention Equipment & Security Electronics Contractor
 - Electrical

- Solicitation – Contact with subcontractors was provided as below:
 - Advertisement via Walton Tribune
 - Notification to Walton Chamber of Commerce
 - Engagement and Solicitation via Building Connected solicitation software

- Design-Assist Proposal Documents made available to subcontractors:
 - Request for Proposal (attached)
 - WCPSC – VE Design Drawings dated 04.19.22
 - WCPSC – Preliminary Schedule
 - WCPSC – Geotechnical Report
 - RFI Responses

- Evaluation of RFP Responses were based on the following:
 - Firm’s Capabilities & Qualifications
 - Local Participation Plan
 - Preconstruction/Design Phase Services
 - Construction Phase Target Budget



- Result of RFP for Design-Assist Services has established recommendations for award as follows. These firms are recommended due to their capabilities and experience with similar jail projects. Additionally, each firm recommended has provided the lowest qualified costs for Design-Assist Services and Budget Target Values for the project.

Precast Structure	Metromont
Detention Equipment & Security Electronics	Pauly Jail Building Company
Electrical	West Georgia Electric

- In review of the schedule and long lead procurement items we are recommending the release of the following items as part of this proposal:
 - Erection and Piece Production Drawings for Precast Structural System
 - Electrical Switchgear, Panels, and Transformers. We have based this procurement costs on a Bill of Materials list for a similar project and have included this in the package.

Sincerely,
McCarthy Barnsley

Tyler Isgett
Director of Preconstruction

Cc: Rob Schulten, Steve Langdon, Justin Brogan, Precision Planning



Walton County
 Public Safety Complex
 Monroe, GA
 May 24, 2022

Trade Package Recommendations & Cost Summary

BP #	CRITICAL TRADE PACKAGE	RECOMMENDED SUBCONTRACTOR	DESIGN-ASSIST & PRECONSTRUCTION COSTS
3A	Structural Precast	Metromont	\$80,000
11A	Detention Equipment & Security Electronics	Pauly Jail Building Company	\$83,000
26A	Electrical	West Georgia Electric	\$75,000
	General Conditions	June 2022	\$109,073
	Design-Assist Contingency	3.00%	\$10,412
	Subguard	1.295%	\$3,082
Subtotal COW			\$360,567
SOFT COSTS			
	General Liability	1.10%	\$4,196
	Builder's Risk Insurance	0.114%	\$435
	Payment & Performance Bond	0.558%	\$2,129
	Fee	3.85%	\$14,142
Subtotal Soft Costs			\$20,902
Total Design-Assist			\$381,469



Walton County
 Public Safety Complex
 Monroe, GA
 May 24, 2022

Trade Package Recommendations & Cost Summary

BP #		RECOMMENDED SUBCONTRACTOR	PROCUREMENT
------	--	---------------------------	-------------

3A	Precast Erection & Piece Production Drawings	Metromont	\$400,000
26A	Electrical Switchgear	West Georgia Electric	\$445,000
	General Conditions - July	July 2022	\$64,993
	Procurement Contingency	3.00%	\$27,300
	Subguard	1.295%	\$15,612

Subtotal COW	\$952,905
---------------------	------------------

SOFT COSTS

General Liability	1.10%	\$11,090
Builder's Risk Insurance	0.114%	\$1,149
Payment & Performance Bond	0.558%	\$5,625
Fee	3.85%	\$37,375

Subtotal Soft Costs	\$55,239
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Total Procurement	\$1,008,144
--------------------------	--------------------

Total CGMP No. 01	\$1,389,613
--------------------------	--------------------



Walton County
 Public Safety Complex
 Monroe, GA
 May 24, 2022

Target Budget Summary

BP #	CRITICAL TRADE PACKAGE	SD Budget Values 04.07.2022	Design-Assist Target Value Budgets 05.24.2022	Variance
3A	Structural Precast	\$7,581,008	\$6,950,000	-\$631,008
11A	Detention Equipment & Security Electronics	\$23,979,588	\$24,064,400	\$84,812
26A	Electrical	\$8,792,816	\$9,220,000	\$427,184

Total Savings **-\$119,012**



Walton County
 Public Safety Complex
 Monroe, GA
 May 24, 2022

CGMP General Conditions Summary

Job Title	Hourly Rate	Est. % on Project	Monthly Rate	Duration (months)	Total	Thru June	July
						CGMP #1	CGMP #1
Project Executive	\$ 200.00	40%	\$34,640.00	27	\$374,112.00	\$27,712.00	\$13,856.00
Senior Project Manager	\$ 140.00	60%	\$24,248.00	27	\$392,817.60	\$29,097.60	\$14,548.80
Project Manager	\$ 127.00	100%	\$21,996.40	27	\$590,871.80	\$43,992.80	\$21,996.40
Senior Superintendent	\$ 172.00	100%	\$29,790.40	26	\$774,550.40	\$0.00	
Superintendent - Structure	\$ 127.00	100%	\$21,996.40	16	\$351,942.40	\$0.00	
Superintendent - Detention	\$ 127.00	100%	\$21,996.40	16	\$351,942.40	\$0.00	
Assistant Superintendent	\$ 97.00	100%	\$16,800.40	20	\$336,008.00	\$0.00	
Senior Project Engineer	\$ 77.00	100%	\$13,336.40	20	\$266,728.00	\$0.00	
Project Engineer	\$ 73.00	100%	\$12,643.60	25.5	\$322,411.80	\$6,321.80	\$12,643.60
Project Engineer	\$ 73.00	100%	\$12,643.60	22	\$278,159.20	\$0.00	
Project Accountant (Field Office Processor)	\$ 61.00	100%	\$10,565.20	22	\$232,434.40	\$0.00	
Safety Coordinator	\$ 95.00	100%	\$16,454.00	24	\$394,896.00	\$0.00	
VDC Engineer	\$ 88.00	60%	\$15,241.60	22	\$201,189.12	\$0.00	
Scheduling	\$ 90.00	25%	\$15,588.00	6	\$23,382.00	\$1,948.50	\$1,948.50
Contract Total					\$4,891,445.12	\$109,072.70	\$64,993.30



Budget & CGMP Release Summary

		CGMP No. 01 Budget Update & Release Summary			
		Total Cost of Trades SD Estimate 04.07.2022	CGMP No. 01 Design-Assist & Early Release	Remaining Release & Target Budget Values	Total Cost of Trades SD Estimate 05.24.2022
BP#	ITEM OF WORK	TOTAL	TOTAL	TOTAL	TOTAL
1B	Final Clean	\$80,478		\$80,478	\$80,478
1C	Surveying	\$50,000		\$50,000	\$50,000
3A	Structural Concrete	\$4,282,227		\$4,282,227	\$4,282,227
3B	Precast	\$7,581,008	\$480,000	\$6,470,000	\$6,950,000
4A	Masonry	\$4,325,561		\$4,325,561	\$4,325,561
5A	Structural Steel	\$3,354,967		\$3,354,967	\$3,354,967
6A	Millwork & Casework	\$525,363		\$525,363	\$525,363
7A	Joint Sealants & Waterproofing	\$927,747		\$927,747	\$927,747
7B	Roofing	\$3,041,809		\$3,041,809	\$3,041,809
7C	Metal Panels	\$742,716		\$742,716	\$742,716
8A	Doors, Frames, & Hardware	\$747,301		\$747,301	\$747,301
8B	Overhead Doors	\$320,000		\$320,000	\$320,000
8C	Glass & Glazing	\$1,251,871		\$1,251,871	\$1,251,871
8D	Skylights	\$28,000		\$28,000	\$28,000
9A	Drywall, Framing, & Ceilings	\$2,335,638		\$2,335,638	\$2,335,638
9B	Flooring	\$1,030,993		\$1,030,993	\$1,030,993
9C	Painting	\$1,193,007		\$1,193,007	\$1,193,007
10A	Accessories & Specialties	\$123,315		\$123,315	\$123,315
10B	Signage	\$11,250		\$11,250	\$11,250
10E	Evidence Racking	\$75,000		\$75,000	\$75,000
10F	Pre-Engineered Canopies	\$51,250		\$51,250	\$51,250
10G	Flagpoles	\$25,500		\$25,500	\$25,500
11A	Loading Dock Equipment	\$1,000		\$1,000	\$1,000
11C	Food Service Equipment	\$1,250,000		\$1,250,000	\$1,250,000
11E	Equipment - Evidence, Vehicle Lift, Coroner	\$73,500		\$73,500	\$73,500
11F	Car Wash Equipment	\$60,984		\$60,984	\$60,984
11G	Laundry Equipment	\$200,000		\$200,000	\$200,000
12A	Detention Equipment	\$23,979,588	\$83,000	\$23,981,400	\$24,064,400
12B	Window Treatments	\$63,288		\$63,288	\$63,288
13A	Pre-Engineered Structures	\$295,272		\$295,272	\$295,272
14C	Elevators	\$110,000		\$110,000	\$110,000
21A	Fire Protection	\$1,134,371		\$1,134,371	\$1,134,371
22A	Plumbing	\$5,475,487		\$5,475,487	\$5,475,487
23A	HVAC	\$6,160,160		\$6,160,160	\$6,160,160
26A	Electrical	\$8,792,816	\$520,000	\$8,700,000	\$9,220,000
31A	Earthwork & Grading	\$5,100,000		\$5,100,000	\$5,100,000
32B	Paving and Accessories	\$916,965		\$916,965	\$916,965
32C	Site Concrete	\$983,340		\$983,340	\$983,340
32E	Curb & Gutter	\$144,924		\$144,924	\$144,924
32F	Paving Specialties	\$11,000		\$11,000	\$11,000
32G	Synthetic Turf	\$29,232		\$29,232	\$29,232
32H	Fences & Gates	\$835,500		\$835,500	\$835,500
32J	Landscape	\$350,000		\$350,000	\$350,000
	Subguard	\$0	\$18,694	\$0	\$18,694
	Construction Contingency (3.0%)	\$3,150,000	\$37,712	\$3,112,288	\$3,150,000
Subtotal		\$ 91,222,428	\$ 1,139,406	\$ 89,982,704	\$ 91,122,110
Preconstruction Services		\$496,640	\$0	\$496,640	\$496,640
General Conditions		\$5,291,145	\$174,066	\$5,117,079	\$5,291,145
General Requirements		\$1,951,380	\$0	\$1,951,380	\$1,951,380
Insurances		\$1,273,014	\$16,870	\$1,256,144	\$1,273,014
Bond		\$585,184	\$7,754	\$577,430	\$585,184
Fee (3.85%)		\$4,042,500	\$51,517	\$3,990,983	\$4,042,500
Construction Total		\$ 104,862,291	\$ 1,389,613	\$ 103,372,360	\$ 104,761,973

STATE OF GEORGIA
COUNTY OF WALTON

**CONSTRUCTION MANAGEMENT / DESIGN BUILD CONTRACT FOR
SOUTH HAMMOND DRIVE COURTHOUSE - COURTROOMS**

(FIRST AMENDMENT ESTABLISHING GMP, DESIGN DOCUMENTS AND SCHEDULE)

This **FIRST AMENDMENT** (“First Amendment”) to that Construction Services Agreement dated _____ (the “Agreement”), is made and entered into by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Walton County Board of Commissioners (the “County”), and **SUNBELT BUILDERS, INC.**, a Georgia limited liability company (the “Construction Manager/Design Builder”), each sometimes hereinafter individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, the County and the Construction Manager/Design Builder entered into the Agreement for Construction Manager/Design Builder to construct the South Hammond Drive Courthouse - Courtrooms (Project Number RFP #2022-03);

WHEREAS, pursuant to the Agreement, Article 5.4, the Construction Manager/Design Builder is to submit a Guaranteed Maximum Price proposal which, if accepted by the County, forms the basis for “Amendment No. 1” to the Agreement;

WHEREAS, pursuant to the Agreement, Article 15.1, the County reserved the right to order changes in the Work to be performed under the Agreement by altering or adding to the Work through a written Change Order (i.e., amendment) executed by the Parties and specifying the changes ordered and any necessary adjustment of compensation and completion time;

WHEREAS, information was presented to the Board of Commissioners for its consideration related to the terms and conditions of this First Amendment and the Board resolved to approve the terms and conditions of this First Amendment; and

WHEREAS, the County and the Construction Manager/Design Builder desire to amend the Agreement to add additional Work, to increase the Maximum Contract Price and to extend the project completion deadline.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

- 1. Pursuant to Article 2, the Parties agree to amend the Work by adding a new **Exhibit O** containing a **list of Contract Documents**, and a new **Exhibit P – Assumptions and Clarifications** of the Agreement, as attached

REFER TO ATTACHED CONTENTS OF PROPOSED NEW EXHIBITS TO THIS AMENDMENT

- 2. Pursuant to Article 5.4, the Parties agree to amend Article 14.2.1 of the Agreement to establish the **Guaranteed Maximum Price of \$676,106.00** for all the additional work described within the attached Exhibits therefore increasing the **overall Agreement to \$718,606.00**. Refer to **Exhibit Q containing detailed Schedule of Values**.

- 3. Pursuant to Article 7, the Parties agree to add a new **Exhibit R with the Critical Path Project Schedule** with a Substantial Completion date of **August 8, 2022**, and Final Completion date of **September 19, 2022**.

- 4. The Parties agree to waive the “initialing” requirements set forth in Section 14.2.1 and **Exhibit “I”**.

5. Except as modified hereby, the original Agreement shall continue in full force and effect.
6. This First Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
7. Each of the individuals executing this First Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.
8. The effective date of this First Amendment shall be the date the last Party hereto executes as indicated below.

WHEREFORE, the Parties having read and understood the terms of this First Amendment, they do hereby agree to such terms by execution of their signatures on the next sheet.

COUNTY: WALTON COUNTY, GEORGIA

By: _____
David Thompson, Chairman
Board of Commissioners

APPROVED AS TO FORM:

[AFFIX COUNTY SEAL]

By: _____
County Attorney

Date: _____

ARCHITECT:

By: _____

Print Name: _____

Title: _____

Date: _____

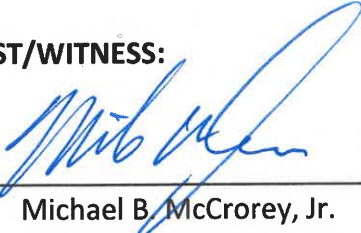
ACCEPTED BY CONSTRUCTION MANAGER/DESIGN
BUILDER:

SUNBELT BUILDERS, INC.

By:  _____
Steven C. Kapp, President

[AFFIX CORPORATE SEAL]

ATTEST/WITNESS:

By:  _____
Michael B. McCrorey, Jr.
Vice President / Secretary

Date: 05/06/2022

EXHIBIT O
LIST OF CONTRACT DOCUMENTS

2022005	Cover Sheet	04/15/22
A-1.0	Demolition Plan	04/15/22
A-1.1	Renovated Floor Plan	04/15/22
A-1.2.1	Demolition Reflected Ceiling Plan	04/15/22
A-1.2.2	Renovated Reflected Ceiling Plan	04/15/22
A-3.1	Courtroom Details	04/15/22
A-3.2	Interior Finishes & Door Schedule	04/15/22
A-3.3	Interior Details	04/15/22
A-3.4	Millwork Details	04/15/22
A-4.1	Wall Type Details	04/15/22
A-4.2	Wall Type Details	04/15/22
A-4.3	Wall Type Details	04/15/22
M-0.1	Mechanical Schedules & Specifications	04-12-22
M-1.0	Mechanical Plan – Demolition	04-12-22
M-2.0	Mechanical Plan – New Work	04-12-22
P-0.1	Plumbing Schedules & Specifications	04-12-22
P-1.0	Plumbing Demolition Plan – Sewer	04-12-22
P-1.1	Plumbing New Work Plan – Sewer	4-12-22
P-1.2	Plumbing Demolition Plan – Water	4-12-22
P-1.3	Plumbing New Work Plan – Water	4-12-22
E-0.1	Electrical Legend, Schedules, and Details	04/25/2022
E-1.1	Floor Plan – Demolition Lighting	04/25/2022
E-1.2	Floor Plan – Demolition Power and Systems	04/25/2022
E-2.1	Floor Plan – Lighting	04/25/2022
E-3.1	Floor Plan – Power and Systems	04/25/2022

EXHIBIT P
ASSUMPTIONS AND CLARIFICATIONS



10641 HIGHWAY 36
COVINGTON, GEORGIA
30014

t 770.786.3031
f 770.786.3046

Assumptions and Clarifications
Walton County - South Hammond Drive Courthouse - Courtrooms
303 South Hammond Drive
Monroe, Georgia 30655

May 6, 2022

01 GENERAL REQUIREMENTS

- All Permit Fees are by *Owner*.
- All cost of 3rd party testing engineer for compliance with Chapter 17 inspections are by *Owner*.
- All fees for water service shall be borne by *Owner*, Monthly use fees during construction shall be paid by *Owner*.
- All fees for electric service shall be borne by *Owner*, Monthly use fees during construction shall be paid by *Owner*.
- All sanitary Facilities are by *Owner*.

06 WOODS & PLASTICS

- Wood doors in corridor into the original Hearing room will be left in place and covered with sheetrock in the new Jury Assembly room

08 DOORS AND WINDOWS

- Existing wood doors will be used where possible

Walton County – South Hammond Drive Courthouse - Courtrooms
Page 2 of 2

09 FINISHES

- All millwork in the Courtroom will be field stained

10 EQUIPMENT

- All Panel Signage is by *Owner*

11 EQUIPMENT

- All furnishings are by *Owner*
- All residential appliances are by *Owner*

12 FURNISHINGS

- All furnishings are by *Owner*
- Modifications of existing pews are included
- New pews are included

27 COMMUNICTAIONS

- All Voice and Data is by *Owner*

28 ELECTRONIC SAFETY & SECURITY

- All Video Surveillance is by *Owner*
- All Security is by *Owner*

EXHIBIT Q
DETAIL GMP SCHEDULE OF VALUES

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
00	Pre-Construction	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
00a	Pre-Construction Fee	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
00b	Design & Contract Administration Fee	40,500.00	0.00	0.00	0.00	0.00	0.00%	40,500.00	0.00
01	General Requirements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
01a	Payment & Performance Bonds	12,750.00	0.00	0.00	0.00	0.00	0.00%	12,750.00	0.00
01b	Builders Risk Insurance	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
01c	General Liability Insurance	1,500.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	0.00
01d	Project Executive	3,325.00	0.00	0.00	0.00	0.00	0.00%	3,325.00	0.00
01e	Project Management	16,625.00	0.00	0.00	0.00	0.00	0.00%	16,625.00	0.00
01f	Project Supervision	43,750.00	0.00	0.00	0.00	0.00	0.00%	43,750.00	0.00
01g	Safety Director	1,400.00	0.00	0.00	0.00	0.00	0.00%	1,400.00	0.00
01h	Project Accountant	2,625.00	0.00	0.00	0.00	0.00	0.00%	2,625.00	0.00
01i	Expendable Tools	1,225.00	0.00	0.00	0.00	0.00	0.00%	1,225.00	0.00
01j	Rental Equipment	2,750.00	0.00	0.00	0.00	0.00	0.00%	2,750.00	0.00
01k	Temporary Labor	4,375.00	0.00	0.00	0.00	0.00	0.00%	4,375.00	0.00
01l	Construction Waste & Disposal	2,450.00	0.00	0.00	0.00	0.00	0.00%	2,450.00	0.00
01m	Final Cleaning	5,525.00	0.00	0.00	0.00	0.00	0.00%	5,525.00	0.00
01n	Closeout Submittals	750.00	0.00	0.00	0.00	0.00	0.00%	750.00	0.00
01o	Demonstration & Training	950.00	0.00	0.00	0.00	0.00	0.00%	950.00	0.00
06	Woods & Plastics	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
06a	Rough Carpentry & Blocking	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
06b	Wood Framing -	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	Material								
06c	Interior Finish Carpentry	14,587.00	0.00	0.00	0.00	0.00	0.00%	14,587.00	0.00
06d	Architectural Wood Casework	13,056.00	0.00	0.00	0.00	0.00	0.00%	13,056.00	0.00
06e	Wood Trim	68,222.00	0.00	0.00	0.00	0.00	0.00%	68,222.00	0.00
07	Thermal & Moisture Protection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
07a	Joint Sealants	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
08	Openings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
08a	Doors & Hardware Install	1,500.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	0.00
08b	Hollow Metal Doors & Frames	8,095.00	0.00	0.00	0.00	0.00	0.00%	8,095.00	0.00
08c	Interior Pass Window	1,250.00	0.00	0.00	0.00	0.00	0.00%	1,250.00	0.00
09	Finishes	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
09a	Interior Demolition	27,633.00	0.00	0.00	0.00	0.00	0.00%	27,633.00	0.00
09b	Drywall/Metal Framing/ACT	107,600.00	0.00	0.00	0.00	0.00	0.00%	107,600.00	0.00
09c	Flooring, Base & Tile	40,718.00	0.00	0.00	0.00	0.00	0.00%	40,718.00	0.00
09d	Painting & Wall Coverings	50,107.00	0.00	0.00	0.00	0.00	0.00%	50,107.00	0.00
10	Specialties	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
10a	FRP Wall Coverings	6,660.00	0.00	0.00	0.00	0.00	0.00%	6,660.00	0.00
10b	Toilet Accessories	1,790.00	0.00	0.00	0.00	0.00	0.00%	1,790.00	0.00
12	Furnishings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
12a	Pews & Benches	40,763.00	0.00	0.00	0.00	0.00	0.00%	40,763.00	0.00
21	Fire Suppression	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
21a	Wet-Pipe Sprinkler System	16,100.00	0.00	0.00	0.00	0.00	0.00%	16,100.00	0.00
22	Plumbing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
22	Plumbing	34,350.00	0.00	0.00	0.00	0.00	0.00%	34,350.00	0.00
23	HVAC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
23a	HVAC	22,403.00	0.00	0.00	0.00	0.00	0.00%	22,403.00	0.00
26	Electrical	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
26a	Electrical	63,525.00	0.00	0.00	0.00	0.00	0.00%	63,525.00	0.00
28	Electronic Safety & Security	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
28a	Fire Alarm System	12,500.00	0.00	0.00	0.00	0.00	0.00%	12,500.00	0.00
99	Contractors' Fee	35,247.00	0.00	0.00	0.00	0.00	0.00%	35,247.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$718,606.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$718,606.00	\$0.00

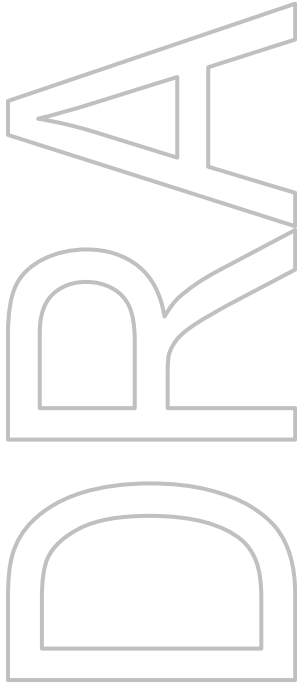
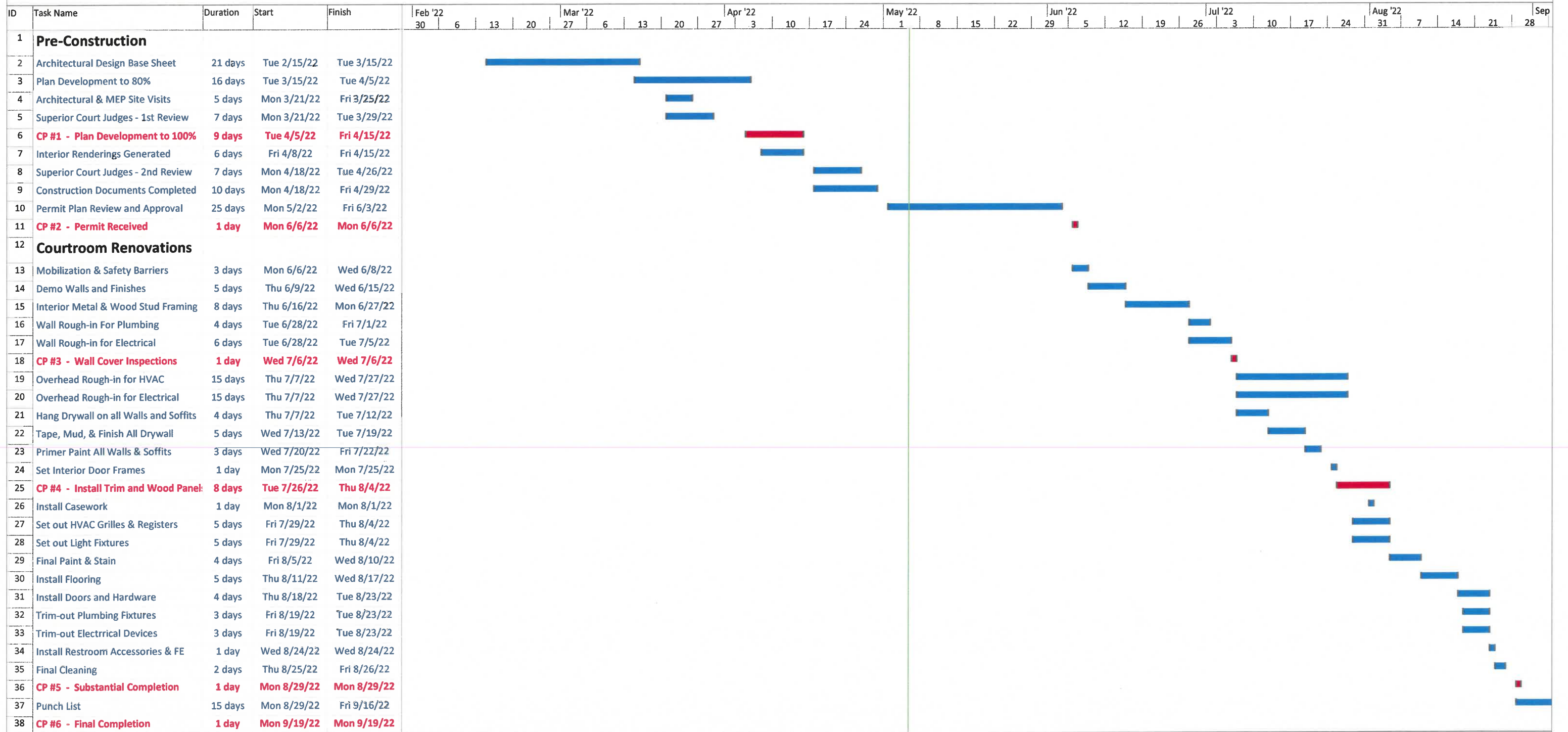


EXHIBIT R
PROJECT CRITICAL PATH SCHEDULE



Walton County Courtroom Renovations

Project Construction Schedule



Task	[Blue bar]	Summary	[Grey bar]	External Milestone	[White bar]	Inactive Summary	[Light blue bar]	Manual Summary Rollup	[Green bar]	Finish-only	[Blue bar]	Manual Progress
Split	[Dotted bar]	Project Summary	[Light grey bar]	Inactive Task	[White bar]	Manual Task	[Light blue bar]	Manual Summary	[Green bar]	Deadline	[Blue bar]	
Milestone	[Diamond]	External Tasks	[Light grey bar]	Inactive Milestone	[White bar]	Duration-only	[Light blue bar]	Start-only	[Green bar]	Progress	[Blue bar]	



Walton County Board of Commissioners Facilities/Risk Mgmt. Dept.

Item 7.3.

303 South Hammond Dr.
Suite 97
Monroe, GA 30655
(770) 267-1401

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: May 26, 2022

RE: Agricultural Extension Office Bid

Ms. Hawk,

It is my recommendation that the Board of Commissioners accept the negotiated low bid of **\$875,892** from Bon Building Services Inc. to build the Agricultural Extension Office Building. As you are aware, we have bid this project twice and this is the most favorable bid we have received. Bon Building Services Inc. experience and qualifications have been verified to the County's satisfaction.

Hank Shirley, Director
Facilities/Risk Mgmt. Dept.

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2022 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 1, 2021, and

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

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, to give the Chairman the authority to amend the Fiscal Year 2022 budgets as part of the fiscal year closing process, as actual figures for revenues and expenditures become available.

Adopted this 7th day of June, 2022

Chairman, David G. Thompson

Attest:

County Clerk Rhonda R. Hawk

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2022 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 1, 2021, and

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

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2022 budget to make changes to the Fiscal Year 2022 budget as presented in the attached summary schedule.

Adopted this 7th day of June, 2022

Chairman, David G. Thompson

Attest:

County Clerk, Rhonda R. Hawk

AMENDMENT SUMMARY
June 2022 Agenda

1. **SPLOST IV 3570.19:** FY 2022 Proposed amendment to increase budgeted expenditures for Buildings (54.1300) by \$2,999,955.00 and Vehicles (54.2200) by \$469,748.00. At the May BOC meeting the amount was approved (not to exceed \$3mm) after the fire loss of Station #7. This would result in an initial decrease in total fund balance. Insurance proceeds should be forthcoming.
2. **Government Buildings 1565:** FY 2022 Proposed amendment to increase the previously approved amount for Court Room #2 Renovation by \$111,315.30 (54.1300 Buildings). This increase would bring the total construction project budget to \$855,861.30 and would result in a decrease in the General Fund fund balance.
3. **SPLOST IV 1565.19:** FY 2022 Proposed amendment to increase budgeted expenditures for the Extension Service Project previously approved in August 2021. The amendment would increase the projected total by \$181,423.05 (Buildings 54.1300) and would result in an additional decrease in total fund balance.

Walton County
Departmental Budget Amendment Request Form

Fire SPLOST Project
Good Hope Station #7

Date: May 10 2022

Expenditure

Department:	Account Number	Description	Amendment Request Amount	Original Budget	Expenditures to Date	Current Balance
3570.19	54.1300	Capitol Buildings	\$ 2,999,955.00			0.00
3570.19	54.2200	Capitol Equipment	\$ 469,748.00			
		Total Expenditure Budget	\$ 3,469,703.00			

Explanation: Funding for rebuilding and equipping Fire Station #7 Good Hope

Hub Shively
Approved by

5/11/2022
Date

5/3/2022
BOC Approved

5/3/2022
BOC approved not to exceed \$3m

FIRE STATION #7
GOOD HOPE
PROJECT BUDGET

DATE: May 10, 2022
PROJECT: FIRE STATION #7
FUNDING: 3570.19

Description	Unit Meas.	Unit Price	Unit Cost	Totals
New Construction	8260	\$353.48		\$2,919,744.
Total New Construction Cost: (TNC)				\$2,919,744.
Project Contingency				\$0.
Total Project Contingency Costs:				\$0.
TOTAL BUILDING ACQUISITION/CONSTRUCTION BUDGET				\$2,919,744.

Description	Unit Meas.	Unit Price	Unit Cost	Totals
Professional/Technical Cost				
Project Management Fee				\$70,200.
Survey & Soil				
Soil Borings				
Phase I Environmental & Hazard Screen				\$10,000.
Total Purchased Professional/Technical Costs Total:				\$80,200.

Fire Equipment				
Trucks – Engine	1 ea.		\$469,748.	
Truck – Tanker	0 ea.		\$0.	
Turn Out Gear	0 ea.		\$0.	
Equipment-Engine	0 lot		\$0.	
Total All Equipment:				\$469,748.

TOTAL PROJECT BUDGET				\$3,469,692.
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Walton County
Departmental Budget Amendment Request Form

Superior Court Room #2 Renovations

Date: 5/22/2022

Expenditure

Department:	Account Number	Description	Amendment Request Amount	Original Budget	Expenditures to Date	Current Balance
1565	54.1300	Government Building	\$111,315.30	\$744,546.00	\$22,865.70	\$721,680.30
						\$ -
		Total Expenditure Budget Transfer	\$111,315.30			

Explanation: The Courtroom remodel will allow the court system to continue to operate while maintaining social distancing guidelines
The Courtroom remodel will also provide an additional criminal Courtroom with a holding cell.

Approved by

Date

BOC Approved

SUPERIOR COURTROOM #2 RENOVATIONS
PROJECT BUDGET

DATE: May 9, 2022
PROJECT: Superior Courtroom #2 Renovations
FUNDING: 1565

Description	Unit Meas.	Unit Cost	Totals
Total Modification Cost:			
Renovations			
Courtroom #2	4,822 s.f.	\$140.22	\$718,606.00
Total Renovations Costs:			\$718,606.00
Professional/Technical Costs			\$41,500.00
Total Professional/Technical Costs:			\$41,500.00
Electronics/Communications			
Courtroom #2			\$50,000.00
Total Electronics/Communications Costs:			\$50,000.00
Furniture			
Courtroom #2			\$5,000.00
Total Furniture Cost:			\$5,000.00
TOTAL			\$815,106.00
Project Contingency			
	5%		\$40,755.30
Total Project Contingency Costs:			\$40,755.30
TOTAL BUILDING ACQUISITION/CONSTRUCTION BUDGET			\$855,861.30

Walton County
Departmental Budget Amendment Request Form

Expenditures

Date: 5/26/2022

Department:	Account Number	Description	Amendment Request Amount	Original Budget	Expenses to Date	Current Balance
1565.19	54.1300	Building	\$ 930,446.00	\$ 705,384.50	\$ 53,928.97	\$ 651,455.53
1565.19	54.1200	Site Improvement	\$ 50,000.00	\$ 21,000.00		\$ 21,000.00
1565.19	57.9001	Contingency	\$ -	\$ 72,638.45		\$ 72,638.45
		Total Expense Budget Amend	\$ 181,423.05			

0.0 799 022 91 . A-0 2021

Explanation New Extension Office at Criswell Rd.

Hab Shively
Approved by

5/26/2022
Date

Approved by BOC

EXTENSION OFFICE
PROJECT BUDGET

DATE: May 25, 2022
PROJECT: Extension Office
FUNDING: 1565.19

*originally approved
@ 1/20/2021 BOC meeting
to 0799022.95*

Description	Unit Meas.	Unit Price	Unit Cost	Totals
New Construction	4,225 sf.	\$207.31		\$875,892
Total New Construction Cost: (TNC)				\$875,892 ✓

Site Development/Improvements
Costs

Utility				\$3,000
Site work by Public works				\$47,000.
Total Site Dev. Costs: (TSD)				\$50,000

Total New Construction / Total Site Dev. Costs: **\$925,892**

Professional/Technical Cost

Professional Design Fee	6%	(TNC)		\$52,554
Survey & Soil Soil Borings Phase I Environmental & Hazard Screen Testing Contingency				\$2,000
Total Professional/Technical Cost				\$54,554

Subtotal **\$980,446**

Project Contingency
0% \$0

TOTAL PROJECT BUDGET \$980,446

RESOLUTION _____

WHEREAS, the Walton County Board of Commissioners Budget Committee has prepared and submitted to the Governing Authority budgets for the year beginning July 1, 2022 and ending June 30, 2023 for the General Fund, the Special Revenue Funds, Capital Projects and the Debt Service Fund; and

WHEREAS, the Board of Commissioners of Walton County has held meetings which were duly advertised and open to the public to discuss the proposed budgets; and

WHEREAS, the Board of Commissioners of Walton County advertised and held a Public Hearing on the proposed budgets on May 17, 2022; and

WHEREAS, the Board of Commissioners of Walton County has studied and revised the proposed budgets; it is considered in the best interest of Walton County to adopt these budgets.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, that the budget attached hereto and made a part of hereof for the year beginning July 1, 2022 and ending June 30, 2023, is approved.

ADOPTED THIS 7th DAY OF JUNE, 2022:

David G. Thompson, Chairman

ATTEST:

Rhonda R. Hawk, County Clerk