



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, June 06, 2023 at 6:00 PM

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

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

## AGENDA

### 1. PRESENTATIONS

- 1.1. Recognition - 4H Archery Team
- 1.2. Recognition - Cody Howington - Mini Excavator Competition - Georgia Public Works Association
- 1.3. Presentation - Newly formed Walton Co. Humane Society

### 2. MEETING OPENING

- 2.1. Pledge of Allegiance & Invocation
- 2.2. Call to Order
- 2.3. Roll Call

### 3. ADOPTION OF AGENDA

- 3.1. Additions/Deletions

### 4. PLANNING COMMISSION RECOMMENDATIONS

- 4.1. Approval of LU23030021 and Z23030022 - Land Use Change from Suburban to Neighborhood Residential and Rezone 8.05 acres from A1/B2 to B2 for equine surgical center and Variance to reduce rear buffer from 100' to 50' - Applicant/Owner: Aten Properties LLC - Property located at 3395 & 3435 Maughon Rd. & Youth Jersey Rd. - Map/Parcel C0650059A00 & 59 - District 3
- 4.2. Approval of LU23030032 - Conservation to Highway Corridor - Applicant: Harvest Recycling LLC/Owner: Golden Monroe LLC - Property located on Hwy. 78 - Map/Parcels C1770036 & 36A - District 4
- 4.3. Approval with conditions - Z23030033 and CU23030034 - Rezone 27.42 acres to M2 and 73.70 acres to A1 and Conditional Use for a compost facility and a solid waste transfer facility - Applicant: Harvest Recycling LLC/Owner: Golden Monroe LLC - Property located on Hwy 78 - Map/Parcels C1770036 & 36A - District 4

*Recommended Conditions for 27.42 acres - B2/R1 to M2: 1) Composting facility operating hours 7:00 a.m. - 5:00 p.m. Monday - Saturday, 2) No grinding/crushing operations outside*

*normal business hours, 3) Solid Waste to be stored and sorted in an enclosed structure, 4) No Solid Waste to be stored outside, 5) Any additional buildings would require approval by Planning & Development*

*Recommended Conditions for 73.70 acres - A1/R1/B2 to A1: The 73.70 acres to remain A1 as an established perpetual buffer for noise reduction and visible screening for the transfer station and no activity to occur in the 73.7 acres including timber harvesting or clearing*

**4.4.** Approval of Z23030037 - 1.05 acres from A1 to B3 to be combined with property next to property already zoned B3 to create a single entrance from Tommy Dillard Rd. - Applicant: Cattle Barn, LLC c/o Dillard Sellers/Owner: Herbert Price - Property located at 3351 Tommy Dillard Rd, Map/Parcel C1780052 - District 4

**4.5.** Approval of OA23030030 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 04/03/2023

*Errata #1 - Amend Article 6 to delete Private Drive-Agricultural Subdivision (PDAS) and Private Drive Subdivision (PDS)*

*Errata #2 - Amend All Articles related to residential dwellings to add regulations for slopes on residential lots*

*Errata #3 - Amendment to Article 4, Part 1, Section 110 Agricultural District "A"*

## **5. PLANNING & DEVELOPMENT**

**5.1.** AZ23050001 - Request to allow access from Mahlon Smith Rd - Applicant: John Brewer/Owner: Jason Atha - Property located at Hwy 11/Mahlon Smith Rd, Map/Parcel C1400090 - District 4

**5.2.** Adoption Resolution - Capital Improvements Element Annual Update

## **6. FINANCE**

**6.1.** Resolution - Adoption of FY24 Budget

**6.2.** Resolution - Authorizing Chairman to amend the FY23 Budget as part of the fiscal year closing process

**6.3.** Resolution - FY23 Budget Amendment

## **7. ACCEPTANCE OF BIDS/PROPOSALS**

**7.1.** Award Component Guaranteed Maximum Price (CGMP) #2 for critical Trade Contractor packages and long-lead material procurement - Walton County Public Safety Complex

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

- [8.1.](#) Approval of May 2, 2023 Meeting Minutes
- [8.2.](#) Approval of May 16, 2023 Meeting Minutes
- [8.3.](#) Contracts & Budgeted Purchases of \$5000 or Greater
- [8.4.](#) Declaration of Surplus Property
- [8.5.](#) Approval of Uncollectable Property
- [8.6.](#) Bullet Proof Vest Grant Application - WCSO
- [8.7.](#) Inmate Housing Agreement - Barrow County
- [8.8.](#) Contract - Alcovy Leadership & Character Development Program - Juvenile Court
- [8.9.](#) Contract - Family Connection Partnership Renewal FY24
- [8.10.](#) Easement - Ga. Power - South Walton Park

**9. EMERGENCY MANAGEMENT**

- [9.1.](#) Debris Management Plan

**10. APPOINTMENTS**

- [10.1.](#) Board of Elections - Request to reappoint Lorilee Wood and Henry Ivey
- [10.2.](#) Walnut Grove Library Board - Request to appoint Claudia Anderson, Dean Bossi, Donald Cannon and Cheryl Rainey
- [10.3.](#) Monroe-Walton Co. Library Board - Request to reappoint Susan Blair

**11. DISCUSSION**

- [11.1.](#) Town of Between - Property at Ayers Park

**12. PUBLIC COMMENT | 3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.**

**13. ANNOUNCEMENTS**

**14. EXECUTIVE SESSION**

**15. ADJOURNMENT**

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

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

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

For more information, please contact Rhonda Hawk.





# Planning and Development Department Case Information

Case Number: LU23030021 and Z23030022

Meeting Dates: Planning Commission 05-04-2023  
Board of Commissioners 06-06-2023

Current Zoning: A1/B2

Request: Change Character Area from Suburban to Neighborhood Residential & Rezone 8.05 acres to B2 for Equine Surgical Center & Variance to reduce rear buffer from 100' to 50'.

Address: 3395 & 3435 Maughon Road & Youth Jersey Road

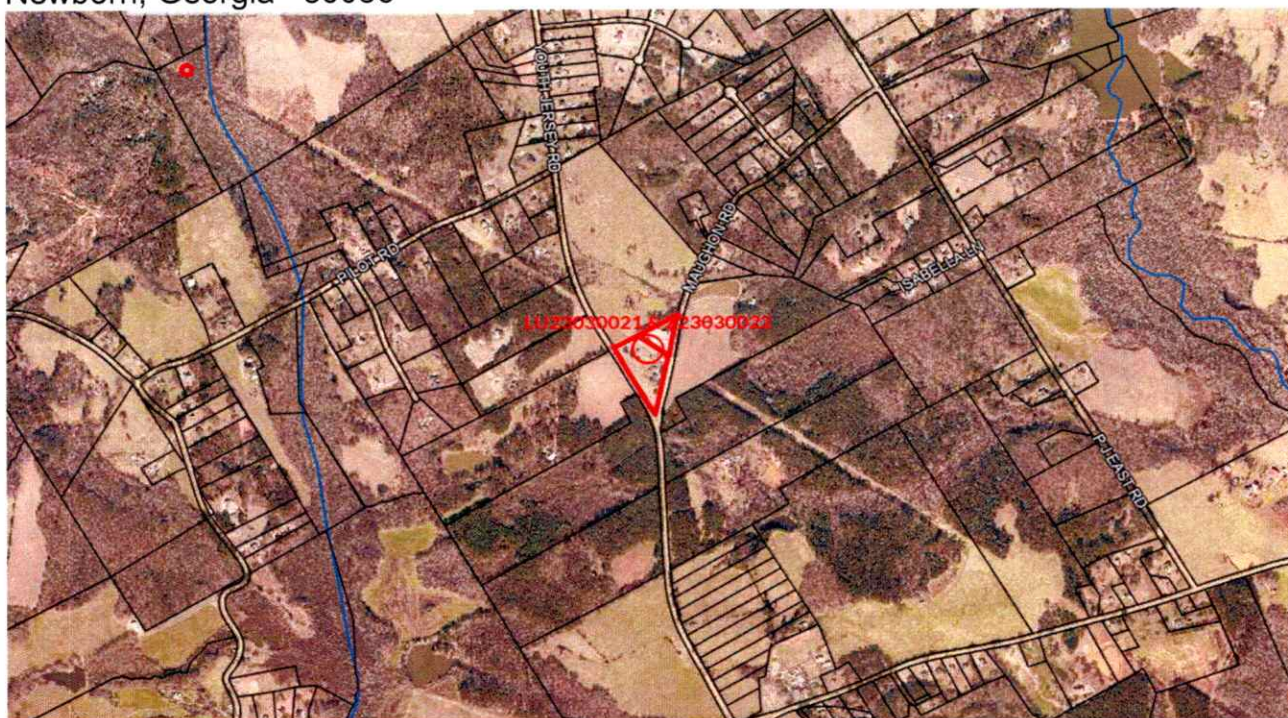
Map Number: C0650059A00 & C0650059

Site Area: 8.05 acres

Character Area: Suburban

District 3: Commissioner–Timmy Shelnett Planning Commission – John Pringle

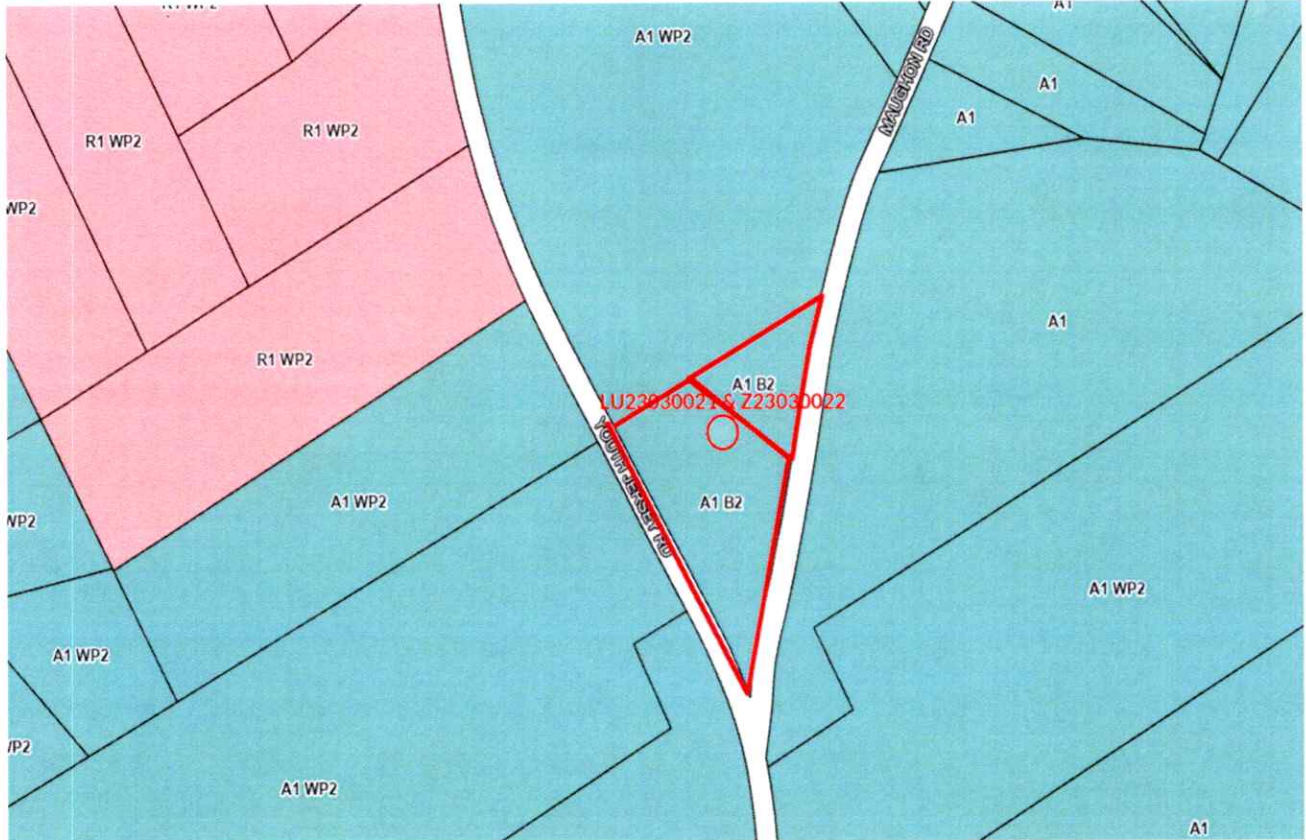
Applicant/Owner:  
ATen Properties LLC  
12088 Highway 142  
Newborn, Georgia 30056





Existing Site Conditions: Parcel # C0650059A00 consists of 2.10 acres and Parcel #C0650059 consists of 5.85 acres.

The surrounding properties are zoned A1/B2 & A1.



**Staff Comments/Concerns:**

History:

CU06020002	Michael L. Leach	A-1 to B-2 Cond. Comm.Buffer/Storage	C065-59spl 3435 Maughon Road	Approved Cond.
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Comments and Recommendations from various Agencies:

**Public Works:** Public Works has No Issue with Approval of this Request.

**Sheriffs' Department:** This case will not impact the Sheriff's Office.

**Water Authority:** This area is served by an existing 10" water main along Youth Jersey Road (static pressure: 120 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** Emergency Response Potential

**Fire Marshal:** Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire Hydrant shall be located within 500 ft. of all buildings erected.

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

**Development Inspector:** No comment received.

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

**PC ACTION 5/4/2023:**

1. Land Use Change LU23030021 and Rezone Z23030022 – Land Use Change from Suburban to Neighborhood Residential and Rezone 8.05 acres from A1/B2 to B2 for equine surgical center and Variance to reduce rear buffer from 100' to 50' – Applicant/Owner: Aten Properties LLC -Property located on 3395 & 3435 Maughon Rd & Youth Jersey Rd - Map/Parcel C0650059A00 & 59 - District 3.

**Presentation:** Andrea Gray, Attorney for Aten Properties LLC, represented the case. Andy Nichols, the General Contractor, was also present. Applicant would like to request a rezone from A1B2 to B2 to continue use for a veterinary services facility and also an equine surgery center with a barn. The subject properties of 3435 and 3395 Maughon Road are adjoining. The 2.1-acre parcel would be the proposed new surgery center with a barn. The 5.95-acre parcel is the existing veterinary clinic. Applicant would like to continue existing veterinary services on the 5.95-acre parcel. Countryside has operated on this property for 30+ years. They are asking for rezoning to be consistent with current zoning ordinance. They would like to renovate the building on the 2.1-acre parcel into an equine surgery center with a 3,000 sq. ft. barn to house patients. Countryside recently purchased this property which was formerly used by a landscape company. They are requesting a 50 ft. buffer instead of a 100 ft. buffer since the property is small and irregular shaped lot which prohibits construction of the surgery center/barn. They are more than 500 ft. from any home. The buffer near the

**new surgery center has mature hardwoods. They would also like to change the character area from Suburban to Neighborhood Residential which will have a low impact on the neighborhood. This commercial service supports the surrounding neighborhoods.**

**Speaking: No one**

**Recommendation: John Pringle made a motion to recommend approval of the Land Use Change from Suburban to Neighborhood Residential as submitted with a second by Wesley Sick and recommended approval of the Rezone as submitted with a second by Wesley Sisk. The motion carried unanimously.**

# Character Area Map Amendment

Application # L1L23030021

Planning Comm. Meeting Date 5-4-2023 at 6:00PM held at **WC Board of Comm. Meeting Room**  
 Board of Comm. Meeting Date 6-6-2023 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

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

**Map/Parcel** C0650059A00 <sup>2.18 acres</sup> and C0650059 <sup>5.95 acres</sup>  
A1/B2 A1/B1

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>ATEN Properties, LLC</u>	<u>same as Applicant</u>
<u>12088 Hwy 142</u>	_____
<u>Newborn, Georgia 30056</u>	_____
	(If more than one owner, attach Exhibit "A")
Phone # <u>706-726-7463</u>	Phone # <u>same</u>

**E-mail Address:** dcarter@countrysidevets.com

Location: 3395 and 3435 Maughon Road, Covington GA 30014 Acreage 2.1 and 5.95

Existing Character Area: Suburban

Proposed Character Area: Neighborhood Residential

Is this a Major or Minor amendment to the plan? Minor

Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA

Is the property located within a watershed protection overlay district? No

Proposed Development: Single-family  Multi-family   Commercial  Industrial

Proposed Zoning: B2 Number of Lots: \_\_\_\_\_ Minimum Lot Size: \_\_\_\_\_

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.

Don Carter 3/27/23 \$ 200.00  
 Signature Date Fee Paid



# Rezone Application # 223030022 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 5-4-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**

Board of Comm Meeting Date 6-6-2023 at 6:00PM held at **WC Historical Court House**

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

**Map/Parcel** C0650059A00 and C0650059

**Applicant Name/Address/Phone #**

**Property Owner Name/Address/Phone**

ATEN Properties, LLC dba Countryside Veterinary Services same as Applicant

12088 Hwy 142

Newborn, Georgia 30056

E-mail address: dcarter@countrysidevets.com

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

Phone # 706-726-7463

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

Location: 3395 & 3435 Maughon Rd Requested Zoning B2 Acreage 2.1 and 5.95

Existing Use of Property: Veterinary Services

Existing Structures: Veterinary Services building and accessory structures, commercial building

The purpose of this rezone is to rennovate an existing structure for an equine surgical center and construct an accessory pole barn on 2.1 acres & rezone the existing facility to fit the grandfathered use on 5.95 acres. Variance requested to reduce buffer from 100ft to 50ft. Request to change character area to NR

Property is serviced by the following:

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

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

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

Alan Carter  
Signature

3/27/23  
Date

\$ 550.00  
Fee Paid

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

Signs will not be removed until after Board of Commissioners meeting

**Office Use Only:**

Existing Zoning A1/B1-J  
A1/B2

Surrounding Zoning: North A1 South A1  
East A1 West A1

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

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

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

**AUTHORIZATION  
BY PROPERTY OWNER**

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

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

Name of Applicant: ATEN Properties, LLC (Applicant is Owner)

Address: 12088 Hwy 142, Newborn, GA 30056

Telephone: 706-726-7463

Location of Property: 3435 and 3395 Maughon Road

Map/Parcel Number: C0650059A00 and C0650059

Current Zoning: A1 B2 Requested Zoning: B2

*Dan Carter*  
Property Owner Signature

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

Print Name: Dan Carter for ATEN Properties Print Name: \_\_\_\_\_

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

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

Phone #: 706-726-7463

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.

*ADP*  
Notary Public

3/27/23  
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;

See attached

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

See attached

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

See attached

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

See attached

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

See attached

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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

See attached

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**Supplemental Responses to Application**  
**and**  
**Request for Buffer Variance and Character Area Change**

**A. Article 4, Part 4, Section 160 Standard Review Questions:**

- 1. Existing uses and zoning of nearby property;

The Subject Property consists of two parcels which are both zoned A1 B2. The properties adjoining the Subject Property and in the general vicinity are zoned A1 and used for farming and large-lot residential. The Subject Property is used for veterinary services (5.95 acres) which extension thereof is the purpose of this rezoning action.

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

The current A1 B2 zoning is not a true reflection of the grandfathered use of the property as a veterinary facility which has operated at 3435 Maughon Road as Countryside Veterinary Services for over 30 years. Applicant seeks to rezone the property to be consistent with the actual use and to utilize the adjacent property at 3395 Maughon Road to expand the practice to include an equine surgical center within the footprint of an existing building and a new horse barn to house horses undergoing surgery. The value of the property at its actual use is diminished by not conforming with the current zoning structure in the Walton County Development Ordinance.

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

Countryside Veterinary Services is a cornerstone business that has served the citizens of Walton County and surrounding areas for over 30 years. Applicant’s proposal does not change this use, but seeks to expand the services provided to include a dedicated equine surgery center with barn at 3395 Maughon Road. These expanded services will benefit the equine community and enhance the overall welfare of the public by expanding access to animal care.

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

The demand for Applicant’s services has increased and Applicant needs to expand its veterinary services facility. Additional veterinary services are a benefit to the community. It would be a hardship for the Applicant to have to expand the business and facility at another location given that the two parcels comprising the Subject Property are a natural extension of one another and convenient for customers and employees. Forcing the business to move, potentially

outside of Walton County, would be a hardship on the community and the Applicant.

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

This Subject Property is suitable for a B2 zoning because it is consistent with its existing use as a veterinary clinic. The current zoning of A1 B2 is confusing at best and does not reflect the actual use of the property in its entirety as a veterinary clinic. The adjoining 2.1 acres is a natural extension of this use.

- 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 at 3435 Maughon Road has been a veterinary office with associated pasture for over 30 years. The property at 3395 Maughon Road has been a commercial business for over a decade. Applicant seeks to eliminate the dual zoning of each property and rezone both to B2 which fits with the current uses. This business provides a tremendous benefit to the community and has not spurred other development in the vicinity.

**B. Buffer Variance Request-**

Applicant requests that it be permitted to use 50-foot buffers in areas adjoining neighboring properties. The Ordinance requires 100-foot buffers between properties used for veterinary services and properties zoned for residential uses. Applicant requests that the buffer be reduced to 50-feet, which is consistent with transitional buffers for other B2 uses, to alleviate the hardship of eliminating the surgical center on the 2.1-acre property. Due to the small size of the lot and the fact that the surgery center will be within the footprint of an existing building, Applicant is unable to construct the surgery center without the buffer reduction. The buffer reduction would cause minimal impacts to adjoining properties as there are no homes within 500 feet of the Subject Property and the transitional buffer along 3395 Maughon Road is wooded with mature trees.

**C. Request for change in character area**

Applicant requests a change in the designated character area of Suburban to Neighborhood Residential to be consistent with the existing use of a veterinary office serving the surrounding areas. The Neighborhood Residential Area allows for B2 zonings for commercial uses which support surrounding residential areas. The existing veterinary facility has been doing just that for over 30 years and the addition of the new equine surgery center and barn will broaden the services available to the local community. The facilities are a low intensity use which draws little traffic, noise and provides a needed service to the local area.



# Andrea P. Gray LLC

Attorney at Law

March 27, 2023

Ms. Charna Parker  
 Director  
 Walton County Planning and Development  
 Court Street  
 Monroe, GA 30655

Re: Applicant/Owner: ATEN Properties, LLC  
 Business Operated on Properties: Countryside Veterinary Services  
 3435 and 3395 Maughon Road  
 Request to zone 5.95 and 2.1 acres from A1 B2 to B2  
 Buffer Variance  
 Change in Character Area

Dear Ms. Parker:

Countryside Veterinary Services, a mainstay of veterinary care in Walton County for over 30-years, seeks to expand its operations to include an equine surgery center by renovating an existing building and adding a new barn. Countryside currently operates on 5.95 acres at 3435 Maughon Road. Its facility includes offices and a surgery center. Due to a high demand for expanded equine services, it needs to add a dedicated equine surgery center with a 3,000 sf barn for patients. The best opportunity to achieve this expansion is to utilize the adjoining 2.1-acre property at 3395 Maughon Road which has an existing building that can be renovated into a surgery center and the space necessary to build an accompanying barn. To accommodate this expansion, the 2.1-acre property must be rezoned from A1 B2 to B2. The 5.95-acre parcel, although grandfathered under its existing zoning, is being rezoned to create uniformity and to reflect its actual use.

The properties which comprise the existing and expanded operations are owned by ATEN Properties, LLC (“ATEN” or “Applicant”) and include 5.95 acres (the existing facility) and an adjoining 2.1 acres (the new surgery center and 3,000sf barn) at 3435 and 3395 Maughon Road respectively (the “Subject Property”). ATEN is the owner and Applicant for this rezoning application. Applicant is not seeking to combine the properties at this time and requests that they be rezoned as individual parcels.



300 E Church Street, Monroe, GA 30655  
 (678) 364-2384 www.andreapgray.com

As a part of the rezoning, Applicant also requests a reduction in the transitional buffer from 100-feet to 50-feet to allow it to use the existing building on the 2.1-acre tract which will be remodeled into a new surgery center. The triangular shape of the 2.1-acre property combined with a 100-foot buffer make it unsuitable for the uses proposed. A 50-foot buffer is consistent with a typical transitional buffer for other B2 uses. The homes on the adjacent properties are more than 700 feet away from the Subject Property and a large portion of the 50-foot buffer is wooded with mature trees. The reduced buffer would have minimal impact to adjoining properties yet make the 2.1-acre parcel developable. Applicant also requests the buffer reduction on the 5.95 acre parcel to maintain consistency with the adjoining property and in contemplation of any future structures.

Applicant also requires a change to the Character Area designation from Suburban to Neighborhood Residential. Countryside has been and will continue to be an asset to the community by providing a much-needed service. It is consistent with the Neighborhood Residential character area which promotes low-impact developments which provide needed services to nearby residents.

In summary, Applicant respectfully requests: (1) that the 5.95 and 2.1 acres at 3435 and 3395 Maughon Road respectfully, be rezoned from A1 B2 to B2 to reflect the current and expanding veterinary services facility to include a new equine surgery center with barn, (2) that the character area of the property be changed from Suburban to Neighborhood Residential, and (3) a variance to allow for a 50-foot transitional buffer on both parcels.

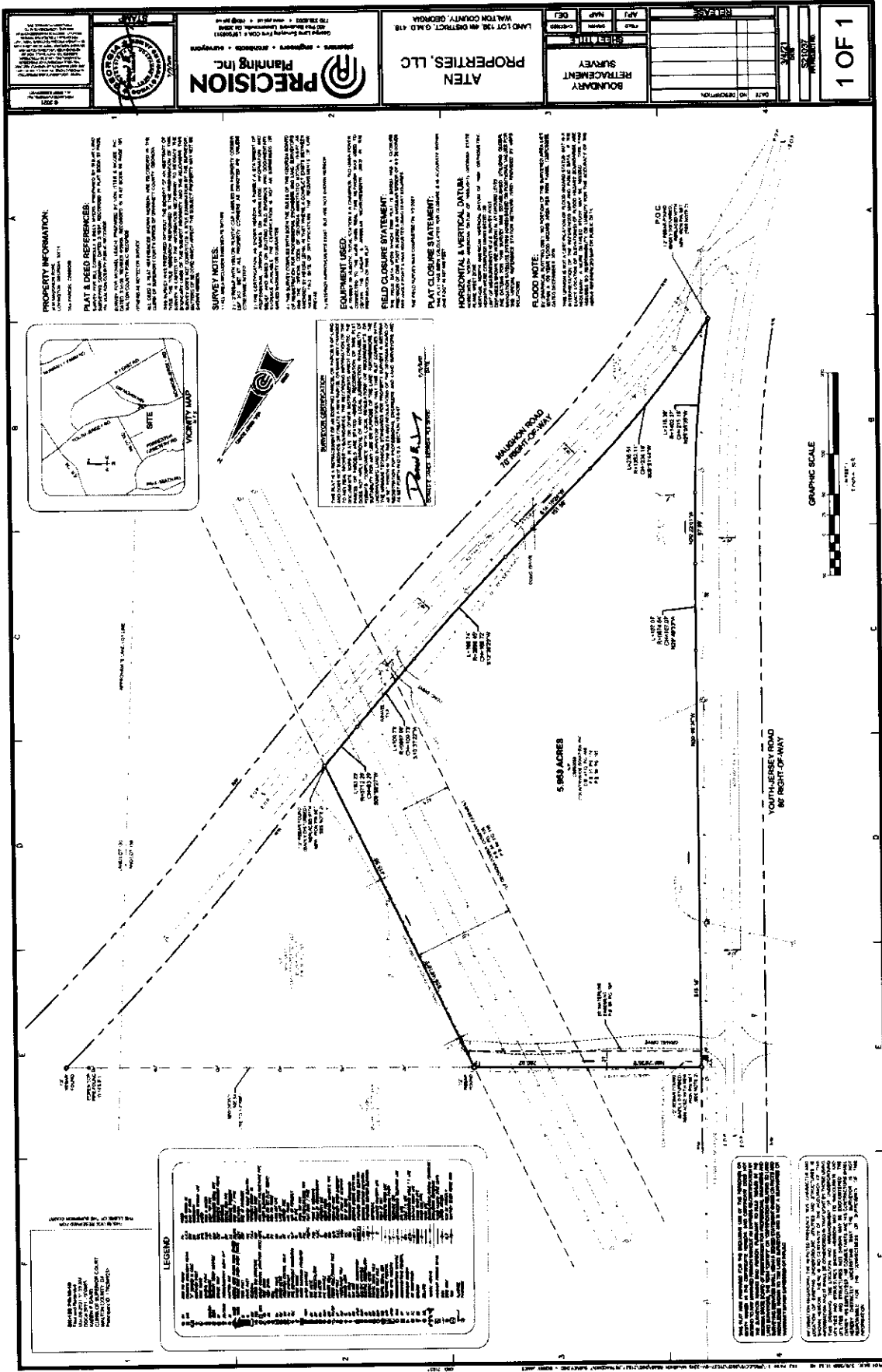
Please let me know if you have any questions.

Sincerely,



Andrea Gray  
Applicant's Representative

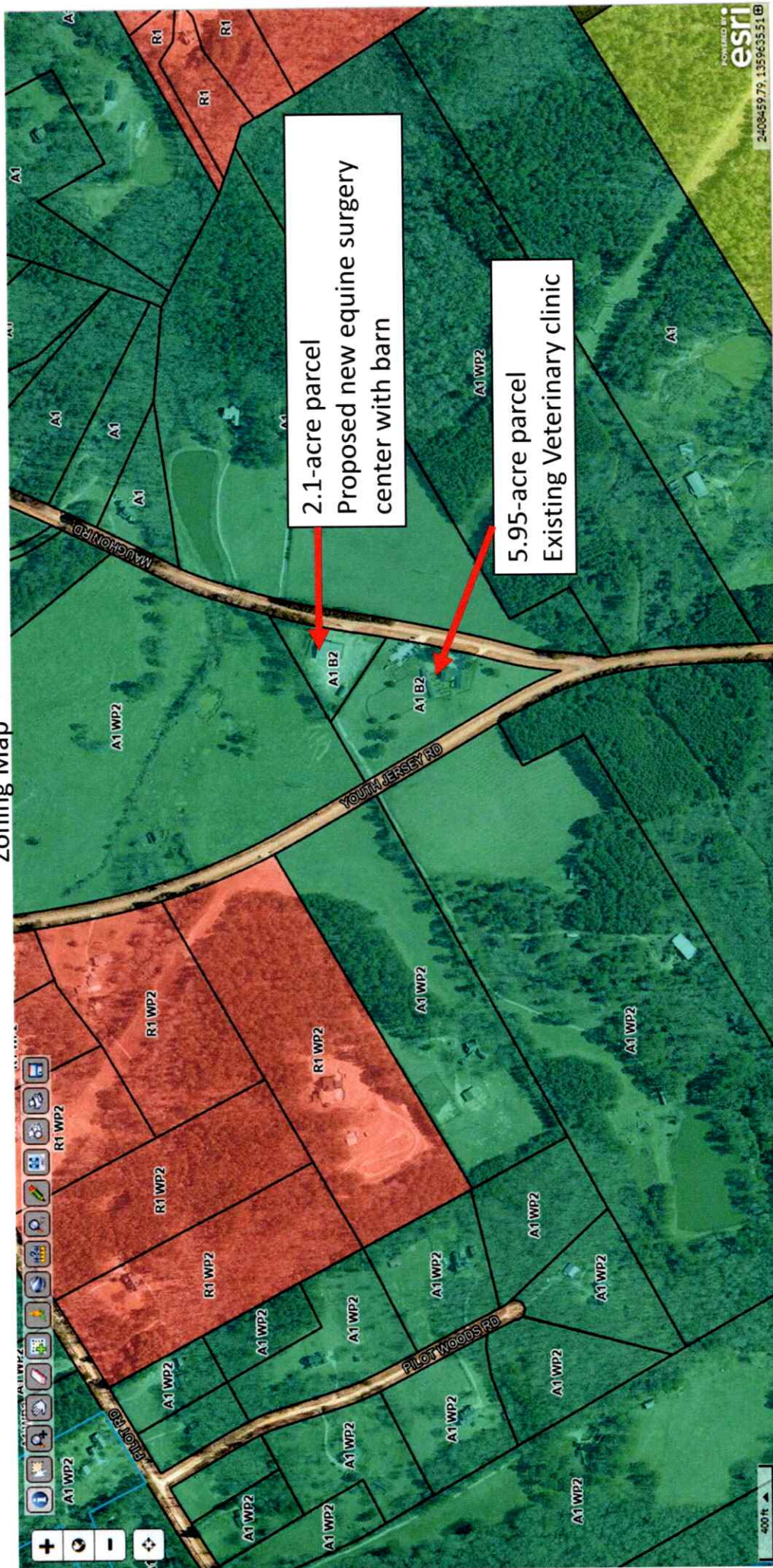






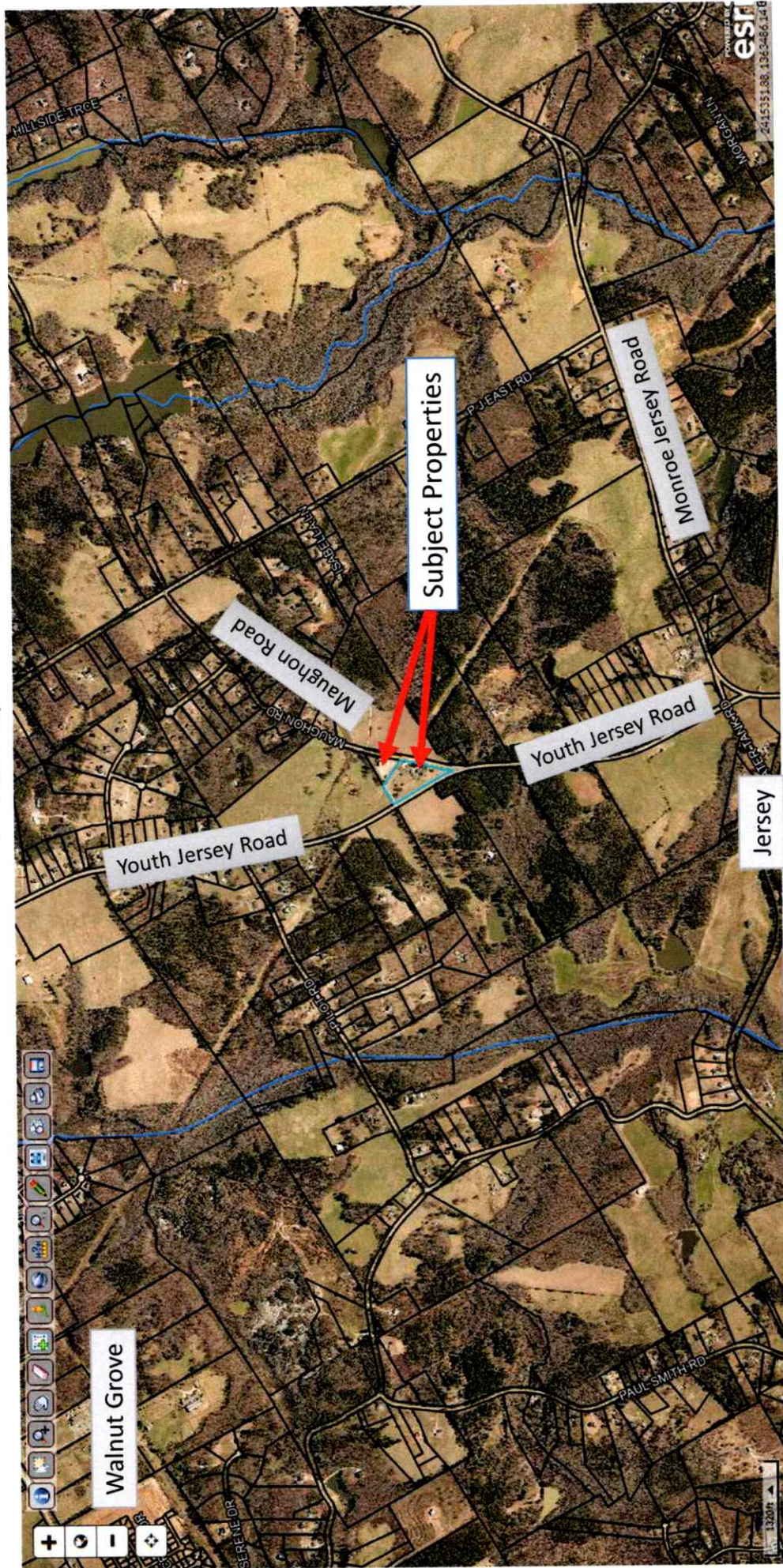


Zoning Map





Location Map





**AGENT AUTHORIZATION**

Date: \_\_\_\_\_ Tax Map and Parcel Number(s): C0650059A00 and C0650059

PROPERTY ADDRESS: 3395 AND 3435 Maughon Road  
Covington, Georgia 30014

PROPERTY OWNER: ATEN Properties, LLC (dba Countryside Vets)  
12088 Hwy 142  
Newborn, Georgia 30056

APPLICANT: ATEN Properties, LLC  
12088 Hwy 142  
Newborn, Georgia 30056

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

ACTION: Rezone 2.1 and 5.95 acres from A1/B2 to B2 for a veterinary office and equine surgical center with barn

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

**ATTORNEY/AGENT**

*Andrea P. Gray*  
BY:

Sworn to and subscribed before me this 27 Day of March 2023

*Kaye Pickens*  
NOTARY PUBLIC



**APPLICANT: ATEN PROPERTIES, LLC**

*Dan Lusk*  
BY:

Sworn to and subscribed before me this 27<sup>th</sup> Day of March 2023

*Andrea P. Gray*  
NOTARY PUBLIC





# Andrea P. Gray LLC

Attorney at Law

March 27, 2023

## Notice of Preservation of Constitutional Objections

Re: Applicant/Owner: ATEN Properties, LLC  
 Business Operated on Properties: Countryside Veterinary Services  
 3435 and 3395 Maughon Road  
 Request to zone 5.95 and 2.1 acres from A1 B2 to B2  
 Buffer Variance  
 Change in Character Area

Georgia law requires that Applicant include in its rezoning record a statement of constitutional objections to put the deciding board on notice of the Applicant's assertion of its constitutional and legal rights to the requested rezoning. In accordance with this requirement, Applicant asserts the following:

The current zoning of the Subject Property restricts said property in an unreasonable manner, is unconstitutional, null and void in that the restriction to the current zoning classifications affords the Applicant no reasonable use of the Property and is the equivalent of a taking of the Applicant's property rights without payment of just and adequate compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendments to the Constitution of the United States, and Article I, Section I, Paragraph I, and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the board to approve the rezoning requested by the Applicant to permit a reasonable economic return on the Applicant's investment and a reasonable use of the Property would therefore be unconstitutional, null and void and would be arbitrary, capricious and without a rational basis, thus constituting an abuse of discretion. Further, a refusal by the board would discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated properties in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States, and Article I, Section I, Paragraph II of the Georgia Constitution.

The continued application of the current zoning to the Subject Property results in little or no gain to the public in general and fails to promote the health, safety, morals or general welfare of the public and does not bear a substantial relation to the objectives of the Walton County,



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Georgia Zoning Ordinance, and would constitute a substantial reduction of the property value of the Applicant and is therefore confiscatory and void.

By filing this Statement of Constitutional Rights, the Applicant reserves all rights and remedies available to them under the United States Constitution, the Georgia Constitution, all applicable federal state and local laws and ordinances, and in equity.







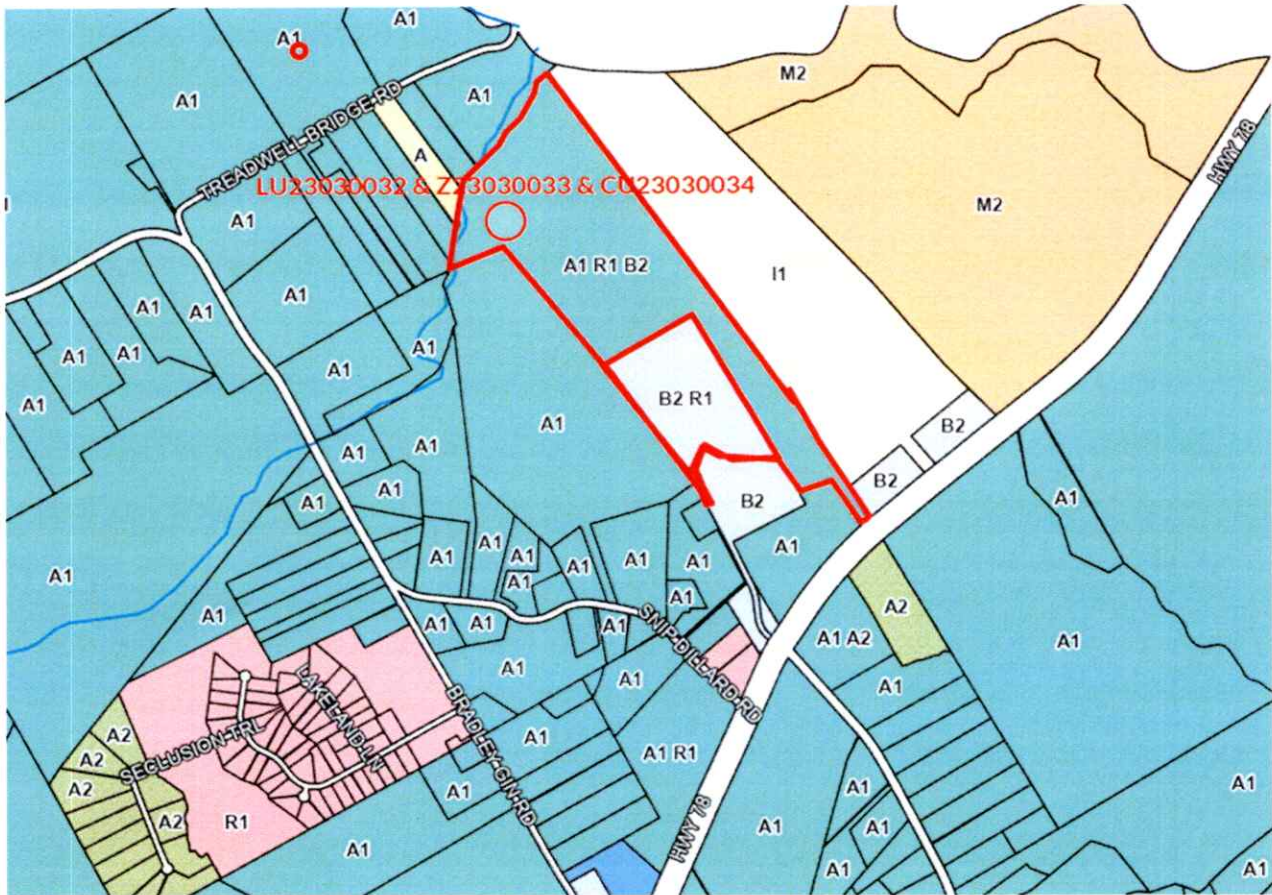






Existing Site Conditions: Parcel #C1770036 is 27.42 and is zoned B2/R1 and Parcel #C1770036A00 is 73.7 acres and is zoned A1/R1/B2.

The surrounding properties are zoned A, A1, A2, R1, I1 & B2.



**Staff Comments/Concerns:** The properties to the right which are Parcel# C1770037 – 101.98 acres at 145 Hwy 78, Monroe, Georgia 30655 is Walton County C & D Landfill and Parcel #C1890009A00 – 159.92 acres at 75 Hwy 78, Monroe, Georgia is Caruthers Mill C & D Landfill. There is also property across the street Parcel #C1890001A00 – 381.19 acres at 64 Hwy 78, Monroe, Georgia is Hwy 78 C & D Landfill.

History:

Z00799	Sonia Perez	A-1 & A-2 to B-2 Personal Care	C0177-36 171 Hwy 78	Approved
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		Home		
CU01120004	Efrain Perez Jr.	B-2 Night Watchman/Resident Manager	C0177-36 175 Hwy 78	Approved
Z07080025 LU07080024	S.A.R. and Assoc	B-2 to A-2 and R-1: Res Sub/Equestrian 59+	C0177-36spl, 36A spl U.S. Highway 78	Approved

Comments and Recommendations from various Agencies:

Public Works: Public Works has No Issue with Approval of this Request.

Sheriffs' Department: This case will not impact the Sheriff's Office.

Water Authority: This area is currently served by a 12" water main along Highway 78. (Static pressure: 120 psi, Estimated fire flow available: 950 gpm @ 20 psi). No system impacts anticipated.

Fire Department: Increased emergency response and long driveway for fire apparatus travel.

Fire Marshal: Facilities shall comply with current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire Hydrant shall be located within 500 ft. of all buildings erected on site. Shall install an Approved fire department access road through the property.

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

DOT Comments: Will require GDOT coordination for access to the state route system.



**PC ACTION 5/4/2023:**

1. **Land Use Change LU23030032 from Conservation to Highway Corridor- Applicant: Harvest Recycling LLC/Owner: Golden Monroe LLC-Property located on Hwy 78 - Map/Parcels C1770036 & 36A - District 4.**

**Presentation:** Katie McClure represented the case. She stated that this is a local family business. Katie stated she and her brothers, Simon Garrett & Eli Garrett grew up on a family farm working together as a family. In the 90's when farming was no longer equitable, they transitioned into a recycling business and have been doing this business for 25 years. They like to run a business that is clean and safe and help customers and neighbors as well. They continue to educate themselves on harvesting and have met with other companies across the nation. They have been very blessed.

Simon Garrett spoke explaining their proposal. They are a Green company focusing on stewardship. They want to provide a local destination for citizens to bring their waste and allow them the opportunity to salvage what they can to recycle. This is a Sustainable operation where materials come in and materials go out. Nothing stays here, it is not a landfill. Their goal is to have more useable products go out than just waste that goes to the landfill.

They want to recycle, do composting, material recovery and a solid waste transfer station.

For the Recycling part, they want to recycle cardboard, concrete, wood, green waste, scrap metal and sheet rock.

The Composting will have no bio solids, no food, or other things that are odorous. They will compost dirt and roots, grass clippings and leaves.

Material recovery will happen when they receive combination loads, some are recyclable, some are not. The recyclable matter will be separated out. The trash goes off site to the landfill. Recyclable materials are made into whatever they can make with the matter.

The Waste transfer loads are those that come in with no recyclables and they go straight to the transfer station; straight into the building where it is compacted then it is shipped out to a landfill; nothing stays on site.

This is not an expansion of the landfill; this is a sustainable process where materials come in, get recycled and go back out.

Hopefully the majority goes out as recyclables.

Eli Garrett spoke and stated that the 27.4 acres of 101-acre tract is adjacent to C & D landfill. The Walton County C & D landfill is where they will gain access to this property because this land does not front Highway 78. They would be 2,000 ft. from

**Highway 78. They would have heavy forest buffers and they would not be visible to the neighboring property owners. Tim Hinton asked if there were any holds on this property and he was advised that there were no holds.**

**Speaking: Angel & John Meeler and Stephanie Keller all live to the rear of the proposed project and spoke in opposition. Stephanie Keller's main concern is solid waste stating this is actual household garbage and she is very concerned about the solid waste transfer station. She stated that right now there are multiple complaints of noise and odor and increasing equipment and increasing trucks grinding and this will add more noise and traffic. Angel Meeler is concerned that this will open the door for Caruthers to open up for solid waste which would be moving noise and odor closer to them. They went by the transfer station at Cherry Hill, and you can smell the odor when you go by there and this will also have decreasing values on their homes. They have a fear of this turning into a full fledged landfill. They stated who wants to buy their property next door to a landfill. They have been at their residence since 1996 and they were there before the landfill. They agree that there is a need for recycling, and they are for that but not for solid waste.**

**Joyce Chambers spoke and stated that she and her husband Monte live on the 74 acres directly adjacent to this property, and she completely understands about recycling. She worked in the county when they started the recycling program. She asks that a condition be put in for a 50 ft. buffer that abuts her property. She has talked to Simon & Katie, and they stated that there would be a good natural buffer and they know she is asking for a 50 ft. buffer.**

**Edward Locklin spoke and stated that his property abuts the Chamber's property, and he has not talked to the Garretts. His concerns are traffic, trucks, trash and travail. He stated that you can hardly get out of Snip Dillard Road now. He stated that there is enough going on there now.**

**Tim Hinton verified that the Garrett's own Walton C & D landfill and that this will not be an extension of the landfill.**

**Mr. Locklin stated he has called many times to report the smell and the trash going all the way back to Monroe. He can hear the noise and smell the odor from inside his house not just outside. He stated that the hour of operation is supposed to be starting at 6:00 a.m. and sometimes he can hear them working at 3am or 5am in the morning on top of the mountain. This is affecting a lot of people in the neighborhood, not just him. Mr. Locklin wanted to know if all of this was going to be done inside. Mr. Locklin would like to see a buffer since he would be right next to it. He understands business but his personal opinion is to not allow this. He stated both landfills are near the lake, and they**

have complained about the smell. Why are they allowing Walton County to be the trash dump of the county? He said this is an eyesore and he is opposed.

Simon Garrett came back for rebuttal. Tim Hinton asked about the trucks entering the building to unload and asked how often do you roll the waste out. Mr. Garrett advised that it would be done daily. Mr. Garrett said that there is going to be a day when Walton County has to make a decision about trash. Traffic will be coming from Highway 78, 53 and 316 to the transfer station. They have spent a lot of time educating themselves and he feels that this service will be beneficial to the county. Timothy Kemp asked where the stuff would come from, and Mr. Garrett said from businesses and households. Mr. Kemp verified that anyone could bring things there. Mr. Garrett said that the building would have 3 closed sides and 1 side open. There would be no hazardous waste because that would not be approved on this site. Mr. Kemp advised that his church is around there, and he does smell the odor. Mr. Garrett stated that distance makes a difference in smell and if you are turning the materials out constantly then the odor is manageable when you have good procedures in place. Mr. Garrett stated if you put your nose in a trashcan that you will smell it but not away from the trashcan, but again he stated this is not a landfill. John Pringle stated that the citizens will want to know how much additional odor they can expect. Mr. Garrett said that the odor coming from the C&D Landfill is mainly from the sheetrock. It makes a sulfurous odor. If they can recycle that then that will reduce the odor, and this will help with odors down the road. Mr. Garrett advised that solid waste would be coming in and then going out that right now the C&D Landfill holds construction debris.

He stated that most people don't know what C & D means in the C&D Landfill and it stands for Construction & Demolition Landfill. What if someone shows up on Saturday and the transfer station in the City of Monroe is closed, there is a need for this type of use. If there is no available place to dump stuff it will be on the side of the road somewhere. They are trying to do provide something in a crisis situation that people can use.

Mr. Garrett said that Ms. Chambers was concerned about the noise level. He did a sound study, and the noise level was 100 to 110. 80 decibels at 300 ft. and normal conversation are 60 decibels and a normal dishwasher is 50 decibels. Noise is going to happen.

The hours of the operation will be from 7:00 to 5:00 Monday – Saturday. Ms. Chambers asked about a 50 ft. buffer, and they have no problem with that. As far as harvesting they would be taking concrete and wood and composting outside, and solid waste will be done inside the building.

Tim Hinton advised that he has tried to educate himself. Education and good communication are the key and if there is a breakdown in communication then you have issues. Mr. Hinton advised that he visited the site. Mr. Garrett discussed with adjacent property owners, and he has also smelled the odor on Highway 78. He has inquired about the odor and sheetrock. Mr. Hinton stated that he tries to look to the future and consider the future of our county and you can't do that without educating yourself. He tries to make decisions about what is best for the county.

**Recommendation:** Pete Myers made a motion to recommend approval of Land Use Change from Conservation to Highway Corridor as submitted with a second by Timothy Kemp. The motion carried unanimously.

CONTINUED for rezone...

2. **Rezone Z23030033 and Conditional Use CU23030034 –Rezone 27.42 acres to M2 and 73.70 acres to A1 and Conditional Use for a compost facility and a solid waste transfer building – Applicant: Harvest Recycling LLC/Owner: Golden Monroe LLC-Property located on Hwy 78 - Map/Parcels C1770036 & 36A - District 4.**

**Recommendation:** Pete Myers made a motion to recommend approval as submitted with the following conditions:

**Conditions for 27.42 acres from B2/R1 to M2:**

1. **Composting Facility operating hours will be 7:00 a.m. to 5:00 p.m. Monday – Saturday**
2. **No grinding or crushing operations to take place out of normal business hours.**
3. **Solid Waste shall be stored and sorted in an enclosed structure.**
4. **No Solid Waste to be stored outside of the enclosed structure.**
5. **Approve per submitted site plan. Any additional buildings would require approval by Planning and Development.**

**Conditions for 73.70 acres from A1/R1/B2 to A1:**

1. **The 73.70 acres that is to remain A1 shall be established as a Perpetual buffer for noise reduction and visible screening for the transfer station. No activity shall occur in the 73.7 acres to include timber harvesting or clearing. with a second by Timothy Kemp. The motion carried unanimously.**

03/27/23

DATE: 03/27/23  
SCALE: 1" = 100'  
PROJECT: HARVEST RECYCLING, LLC  
DRAWING NO: 23-001  
SHEET NO: 1 OF 1

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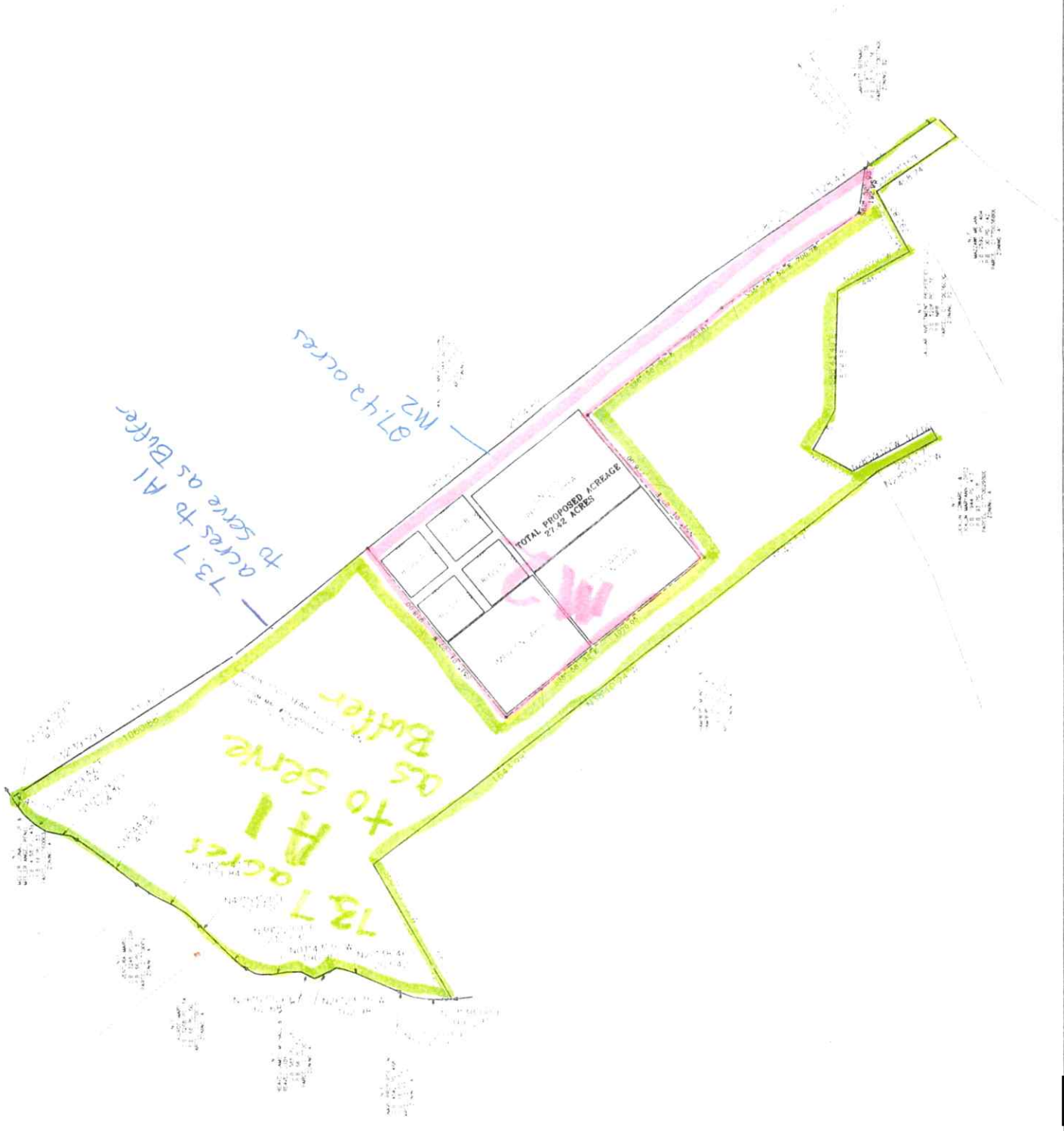
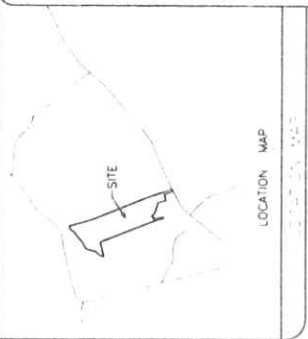
CONCEPT PLAN (A2)  
HARVEST RECYCLING, LLC  
MONROE, GEORGIA

CLIENT:  
HARVEST RECYCLING, LLC  
SIMON GARRETT  
1400 W. MONROE, GA 30655  
HWY 78

CIVIL SOLUTIONS, INC.  
ENGINEERS - PLANNERS  
2000 W. MARKET STREET  
ALPHARETTA, GA 30201

PROJECT DATA  
DATE: 03/27/23  
SCALE: 1" = 100'  
PROJECT: HARVEST RECYCLING, LLC  
DRAWING NO: 23-001  
SHEET NO: 1 OF 1

NOT FOR FINAL RECORDING





# DEVELOPMENTS OF REGIONAL IMPACT

## *Final Report*

Northeast Georgia Regional Commission • 305 Research Drive, Athens, Georgia • [www.negrc.org](http://www.negrc.org)

The Northeast Georgia Regional Commission (NEGRC) has completed its review of the following Development of Regional Impact (DRI). This report contains the NEGRC's assessment of how the proposed project relates to the policies, programs, and projects articulated in the Regional Plan and Regional Resource Plan. Also included is an assessment of likely interjurisdictional impacts resulting from the proposed development, as well as all comments received from identified affected parties and others during the fifteen-day comment period.

The materials presented in this report are purely advisory and under no circumstances should be considered as binding or infringing upon the host jurisdiction's right to determine for itself the appropriateness of development within its boundaries.

Transmittal of this DRI report officially completes the DRI process. The submitting local government may proceed with whatever final official actions it deems appropriate regarding the proposed project, but it is encouraged to take the materials presented in the DRI report into consideration when rendering its decision.

<b>Project I.D.:</b>	DRI # 3953
<b>Name of Project:</b>	Harvest Recycling
<b>Name of Host Jurisdiction:</b>	Walton County

### **Background**

The DRI review was initiated by the developer's requests for rezoning, an amendment to the Character Area Map in the Comprehensive Plan, and conditional use approvals from the Walton County Board of Commissioners. Potentially affected parties were asked to submit comments on the proposal during the 15-day period of 4/12/23–4/27/23.

### **Proposed Development**

Harvest Recycling, LLC., is proposing construction of a recycling, composting, materials recovery, and waste transfer facility. The proposed development would occupy property totaling 101.1 acres at 157 U.S. Hwy 78, Monroe, located in unincorporated Walton County. The parcel numbers are C1770036 and C1770036A00. The project would be completed in one phase with an estimated completion date in December 2023.

The area covered by the waste management facilities would total 27.4 acres, with the other 73.7 acres remaining undeveloped to serve as a buffer. Specifically, the waste management facilities constructed would include four buildings, a concrete recycling area, a composting area, and a green waste recycling area. Additionally, vehicular access to the property from U.S. Hwy 78 would be via an internal access easement from the existing entrance to the adjacent Walton C&D Landfill.

Currently, parcel C1770036 contains a pond and a vacant pole barn, and the developer has indicated that the pond will remain on the site and that the pole barn will either be used for storage or torn down, depending on its condition. Parcel C1770036A00 is vacant land that is partly forested and partly cleared. The waste management facilities would be constructed mostly within the already-cleared portions of the site, with the

DRI #3953 Final Report 1

forested area left mostly intact. The applicant states that detention and/or retention ponds will be included on the site as needed, as determined by the design engineer, and that pervious parking services will be utilized. A portion of parcel C177036A00 is within the 100-year floodplain, but no structures are proposed to be constructed within this portion of the site.

**Compatibility with Existing Plans**

The site is identified as on the Character Areas Map (dated 5/31/2022) as “Conservation.” The applicant has requested to change the Character Area of this site to “Highway Corridor.” In the Comprehensive Plan, the “Conservation” Character Area is described as “undeveloped land to be limited from development pressures due to sensitive environmental conditions and natural resource protection,” with appropriate land uses listed as, agriculture, forestry, low-density residential, conservation, parks, and outdoor recreation. The “Highway Corridor” Character Area is described as, “accommodates commercial and industrial development; appropriate for major thoroughfares,” with appropriate land uses listed as commercial, office, industry, public, and agriculture. The consistency of the proposed project with both character areas is summarized below.

CHARACTER AREA	PROPOSED PROJECT’S COMPATIBILITY WITH DESCRIPTION
<p><b>Highway Corridor Character Area (site proposed to be changed to this)</b></p>	<p>As a waste management facility, this facility would fit within the industrial use category that is compatible with the Highway Corridor Character Area. This site is adjacent to existing parcels within the Highway Corridor Area, so changing the Character Area for these two parcels from Conservation to Highway Corridor would not result in a drastic change to the Character Areas Map. In addition, because the developer proposes keeping nearly three quarters of the acreage of this site as buffers around the waste management area, the proposed industrial uses would be well-screened from view from the adjacent Conservation Character Area.</p>
<p><b>Conservation Character Area (site proposed to be changed from this)</b></p>	<p><b>For this project to be considered compatible with the Comprehensive Plan, it would be necessary for the County to amend the plan’s Character Areas Map, as proposed, prior to approval of the developer’s rezoning and conditional use requests.</b></p> <p>The theme of this character area, as described in the Comprehensive Plan, is “to preserve and protect Walton County’s natural resources, protect native habitats, and protect the regionally important water resources which are imperative to the resiliency of Walton County and all of its municipalities.” As an industrial use, a waste management facility is not among the appropriate land uses listed for this Character Area. However, by keeping a large, forested buffer separating the waste management activities from the Apalachee River and floodplain, as proposed, the project would protect these important resources in the short-term, consistent with the overall intent of the Conservation Character Area.</p> <p><b>Before changing this site from the Conservation Character Area to the Highway Corridor Character Area or taking any other final actions related to this project, the County should consider whether any additional protections or conditions are needed to protect the conservation values of this land in the long-term.</b></p>

The site is identified as “Rural” on the Northeast Georgia Regional Plan’s Regional Land Use Map (dated 6/7/2018). The Regional Plan recommends development that matches the region’s workforce, prices in the lifecycle cost of infrastructure, creates a sense of place, builds a compact development pattern on existing infrastructure, creates diverse and affordable housing, and complements existing and planned transportation options—especially non-automobile transportation modes. The proposed project is consistent with the Regional Plan, as summarized in the table below.

REGIONAL PLAN RECOMMENDATIONS	PROPOSED PROJECT'S COMPATIBILITY WITH RECOMMENDATION
<b>Match the region's workforce</b>	The applicant states that the regional workforce is sufficient to fulfill the demand created by the project.
<b>Price in the lifecycle cost of infrastructure</b>	No information was provided with the application that would enable evaluation of this recommendation.
<b>Create a sense of place</b>	By using forested buffers to separate the waste management facilities from adjacent uses, the proposed project would help maintain the existing sense of place of this location. Not applicable to this project.
<b>Create diverse and affordable housing</b>	This project would be adjacent to an existing landfill and would share transportation infrastructure with the landfill site.
<b>Build a compact development pattern on existing infrastructure</b>	This site would be accessed through the landfill's existing vehicular entrances. The projected annual increase in heavy truck traffic is low.
<b>Complement existing and planned transportation options</b>	

**Potential Interjurisdictional Impacts**

Natural Resources

The applicant states that the project is unlikely to affect any of the environmental quality factors identified on the DRI Additional Form, including water supply watersheds, groundwater recharge areas, wetlands, protected mountain and river corridors, floodplains, historic resources, and other environmentally sensitive resources. Refer to the attached site plan for the approximate floodplain location.

The National Wetland Inventory (NWI) identifies 25 wetland acres onsite and 512 wetland acres within one mile of the site. The Northeast Georgia Regional Plan's Conservation and Development Map (dated 7/19/2018) identifies 101 acres of "Conservation" land onsite and 2,639 acres of "Conservation" land within one mile of the site. This "Conservation" land includes 8 acres of Regionally Important Resource land onsite and 485 acres of RIR land within one mile of the site. This acreage is part of the Northeast Georgia Green Infrastructure Network as identified in the Northeast Georgia Resource Management Plan for Regionally Important Resources (dated 8/7/2018).

Shoal Creek forms the forms the northwestern border of the project site, and the northern corner of the site is located at the junction of Shoal Creek with the Apalachee River, a Regionally Important Resource. According to Georgia EPD's 2022 Integrated 305(b)/303(d) List, the Apalachee River from Shoal Creek to Freeman Creek is not supporting its designated Fishing and Drinking Water uses due to elevated levels of fecal coliform bacteria. To avoid exacerbating this issue, it is important to protect the forested buffer around Shoal Creek and the Apalachee River and to ensure that any potential fecal coliform sources on-site, such as the septic tank or any biosolids used as inputs in the composting areas, be properly managed to prevent further contamination. The proposal indicates that the forested buffer surrounding Shoal Creek, the Apalachee River, and the floodplain would remain intact and that no land disturbance activities are planned in these areas.

Transportation

No traffic study was completed for this project. The applicant projects 50 new peak-hour daily trips from the proposed project. The site would be accessed via internal access easement through the existing entrance to the Walton C&D Landfill. Refer to the site plan for the location of proposed infrastructure, including the access



easement. The applicant states that pervious parking will be included in the project, but the number and location of parking spaces is not specified in the materials provided.

#### Water Supply and Wastewater

The project would be served by the Walton County water system, with an estimated daily demand of 2,500 gallons per day (0.0025 MGD). The applicant states that this demand can be covered by existing capacity. The project would use on-site septic to handle wastewater. No water or sewer line extensions are anticipated.

#### Stormwater Management

An estimated 15–20% of the site would be covered in impervious surfaces, with 27.4 acres of the site being used for the facility and the remaining 73.7 acres being left as a forested buffer. The applicant states that detention and/or retention ponds will be included as needed, as determined by the design engineer, and that pervious parking will be included in the project. The locations of stormwater and parking facilities are not shown on the site plan.

The proposal should be designed to minimize disruption to the existing streams, associated wetlands, and floodplains to avoid future erosion, flooding, and degraded water quality onsite and downstream from the site. Low impact design measures, like bioswales, rain gardens, and other green infrastructure should be incorporated into the project design. At minimum, the project should be in accordance with the latest edition of the Georgia Stormwater Management Manual (Blue Book) and meet all relevant EPD requirements.

#### Lifecycle Costs

The applicant estimates that the project would be worth \$200,000,000 at build-out in 2023 and generate \$300,000 in annual local taxes. On a per-acre basis, the project would be worth approximately \$2 million and generate approximately \$3,000 in tax revenue. Prior to approval, the County should measure the life cycle costs of the infrastructure needed to serve this project to ensure that they would not be committing to more maintenance expenses than the new tax revenue can cover.

#### **Comments from Affected Parties**

*Alan Hood, Georgia Department of Transportation, Airport Safety Data Program Manager*

This proposal is 8 miles from the nearest open-to-the-public airport, and is located outside of any FAA approach or departure surfaces, and airport compatible land use areas, and does not appear to impact any airport. This proposal also exceeds the recommended 5 miles for Hazardous Wildlife Attractants on or near Airports (AC 150/5200-33C).

However, if any construction or construction equipment reaches 200' AGL or more, an FAA Form 7460-1 must be submitted to the Federal Aviation Administration. That may be done online at <https://oeaaa.faa.gov>. The FAA must be in receipt of the notification, no later than 120 days prior to construction. The FAA will evaluate the potential impact of the project on protected airspace associated with the airports and advise the proponent if any action is necessary.

# Character Area Map Amendment

Application # LU 23030032

Planning Comm. Meeting Date 5-4-2023 at 6:00PM held at **WC Historic Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**

Board of Comm. Meeting Date 6-6-2023 at 6:00PM held at **WC Historical Court House**

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

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

Map/Parcel C1770036 and C1770036A00

Applicant Name/Address/Phone # <u>Harvest Recycling, LLC</u> <u>1100 B. Garrett Rd.</u> <u>Statham, GA 30666</u>	Property Owner Name/Address/Phone <u>Golden Monroe, LLC</u> <u>455 East Paces Ferry Rd. NE, Suite 302</u> <u>Atlanta, GA 30305</u> <small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>706 207 0376</u>	Phone # <u>404 386 9607</u>
E-mail Address: <u>sgarrett@rolloffsystems.com</u>	
Location: <u>Hwy 78</u>	Acreeage <u>M2-27.42</u> <del>A1-73.7</del>
Existing Character Area: <u>Conservation</u>	
Proposed Character Area: <u>Highway Corridor</u>	
Is this a Major or Minor amendment to the plan? <u>Minor</u>	
Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA	
Is the property located within a watershed protection overlay district? <u>No</u>	
Proposed Development: <input type="checkbox"/> Single-family <input type="checkbox"/> Multi-family <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Industrial	
Proposed Zoning: <u>M2</u> Number of Lots: <u>1</u> Minimum Lot Size: <u>27.42</u>	
Public Sewer: _____ Provider: _____ Septic Tank: <input checked="" type="checkbox"/>	

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

Signature [Signature] Date 3/30/2023 Fee Paid \$ 350.00

# Rezone Application # 223030033 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 5-4-2023 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)

Board of Comm Meeting Date 6-6-2023 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C1770036 and C1770036A00

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Harvest Recycling, LLC

Golden Monroe, LLC

1100 B. Garrett Rd.

455 East Pines Ferry Rd. NE, Suite 302

Statham, GA 30666

Atlanta, GA 30305

E-mail address: sgarrett@rolloffsystems.com

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

Phone # 706 207 0376

Phone # 404 386 9607

Location: Hwy 78

Requested Zoning M2 + A1

Acreage M2 - 27.42 acres / A1 - 73.7 acres

Existing Use of Property: Vacant

Existing Structures: Pole Barn

The purpose of this rezone is to change zoning to M2 for 27.42 acres of the existing 101.1 acre property. The 27.42 acres to be zoned M2 will be used for recycling, composting, materials recovery (MRF) and waste transfer operations that will pursue unmet recycling opportunities by "harvesting" recyclable items currently destined for landfill disposal.  
Property is serviced by the following:

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

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

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

Signature [Signature] Date 3/30/2023 Fee Paid \$ 950.00

**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 C1770036 - B2/R1  
A1/R1/B2

Surrounding Zoning: North A1 South A1/R1/B2  
East A1 West I1

Comprehensive Land Use: Conservation DRI Required? Y  N \_\_\_\_\_

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

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

### AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Harvert Recycling, LLC

Address: 1100 B. Garrett Rd., Statham, GA 30666

Telephone: 706 207 0376

Location of Property: Hwy 78

Monroe, GA 30656

Map/Parcel Number: C1770036 and C1770036A00

Current Zoning: A1 R1 B2 Requested Zoning: A1 + M2

Property Owner Signature

Property Owner Signature

Print Name: Chris Brogdon

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

455 E Paces Ferry Rd NE # 302

Address: Atlanta GA 30305

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

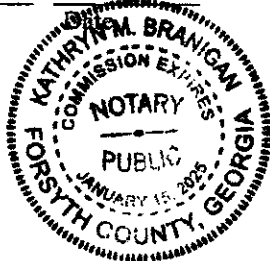
Phone #: 404-386-9607

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.

Kathy M. Branigan  
Notary Public

3/29/03





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

1. Existing uses and zoning of nearby property;

The property is ideally located on US Hwy 78 beside the existing Walton C&D Landfill with Industrial Zoning. Neighboring properties to the North and West are A and A1 Zoning. A 12.5 acre parcel with B2 zoning is located to the South.

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

Zoning the requested 27.42 acre portion of the 101.1 acre tract to M2 zoning will greatly increase the value of the property without diminishing the values of neighboring properties. The limited M2 zoning area within the 101.1 acre tract does not touch any adjacent properties other than the existing landfill. With the remaining 73.7 acres of A1 zoning buffering the M2 zoning area, adjacent property values will not be diminished.

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 proposed use will not destruct property values. However, it will promote the health, safety, morals and general welfare of the public by focusing on conservation and stewardship of discarded materials otherwise destined for landfill disposal. This is a needed service for the community. Better stewardship of the waste stream is vital in order to transition away from over dependence on landfills for disposal. As the community grows and less land is available for landfilling, recycling will become more and more important for the health, safety and general welfare of the community.

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

In regard to the relative gain to the public, this facility will offer a better service to the community in terms of materials management, sustainability and landfill avoidance. Rezoning the property is no hardship on the property owner. The property owner is a willing participant and desires to see the property rezoned and used for the betterment of the community. In contrast, not rezoning the property would be a hardship on the property owner as he will not be able to move forward with the

sale of the property without the proper zoning needed for the prospective purchasers to utilize the property for their desired purposes. The current zoning hasn't yielded a viable use/user for the property in over 15 years thus creating a hardship for the owner as currently zoned.

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

The subject property is best suited for the proposed use that coincides with the adjoining industrial property/landfill. Additionally, the remaining 73.7 acres surrounding the proposed use will revert back to A1 zoning to better coincide with those adjoining properties. Furthermore, the property's access from US Hwy 78 via internal access easement utilizing an existing curb cut on adjacent property allows it to serve the needs of the community with no additional burden on Walton County's road network and road maintenance.

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 has been undeveloped for 15+ years with the current owner acquiring the property in 2005. The current zoning has not yielded a viable use for the property during that time thus creating a hardship for the owner as currently zoned.

Conditional Use Application # CU23030034

Planning Comm. Meeting Date 5-4-2023 at 6:00PM held at WC Historical Court House-111 S Broad Street, Monroe, Ga (2<sup>nd</sup> Floor)  
Board of Comm Meeting Date 6-6-2023 at 6:00PM held at WC Historical Court House  
You or a representative must be present at both meetings

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

Map/Parcel C1770036 and C1770036A00

Applicant Name/Address/Phone # Harvest Recycling, LLC  
1100 B. Garrett Rd.  
Statham, GA 30666  
Property Owner Name/Address/Phone Golden Monroe, LLC  
455 East Paces Ferry Rd. NE, Suite 302  
Atlanta, GA 30305

E-mail: sgarrett@rolloffsystems.com  
Phone # 706 207 0376 Phone # 404-386-9607

Location Hwy 78 Present Zoning A1/R1/B2 Acreage 101.1

Existing Use of Property: Vacant  
Existing Structures: Pole Barn

Property is serviced by:  
Public Water: X Provider: WCWD Well: \_\_\_\_\_  
Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank: X

The purpose of this conditional use is: To allow for a compost facility to be included within a 27.42 acre portion of the 101.1 acre property that is being rezoned to M2

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 3/30/2023 \$ 350.00 Fee Paid

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

Office Use Only:  
Existing Zoning C1770036-B2/R1 Surrounding Zoning: North A1 South A1/R1/B2  
A1/R1/B2 East A1 West I1  
Comprehensive Land Use: Conservation  
Commission District: 4-Lee Bradford Watershed: \_\_\_\_\_

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

## Standard Review Questions:

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

### Conditional Use Permit Criteria

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

Waste transfer activities will be conducted inside of a building to protect adjacent properties from possible adverse influence of the use such as noise, dust, vibration, glare, odor, electrical disturbances and similar factors. Furthermore, the building will be located over 2500 feet from US Hwy 78 and over 1500 feet from the closest single family residential dwelling located on an adjacent property. With the existing mature forest on the northern and western boundaries of the property and the topographical difference as well as existing vegetative screening to the south, the building location will not be visible to the traveling public on Hwy 78 nor the adjacent properties.

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

All vehicular traffic will access the site off of US Hwy 78 via the existing entrance to the Walton C&D Landfill. This will not hinder nor endanger any vehicular traffic nor pedestrian movement on adjacent streets.

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

There will be no off-street parking nor loading for this use. Ample space will be available within the facility to accommodate parking and loading needs for all customers, visitors and staff.



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

**This use will require minimal public facilities and utilities.**

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

**This use will not adversely affect the level of property values or general character of the area as this use is located beside a highly compatible existing landfill, not visible to the traveling public on Hwy 78, not visible to adjacent properties and located over 1500 feet from the nearest single family residential dwelling. Furthermore, this use will not adjoin any adjacent properties except the landfill. There will be an extensive 73.7 acre portion of the total 101.1 acre property remaining as A1 zoning that will safeguard between this use and the adjacent properties.**

Conditional Use Application # CU23030034

Planning Comm. Meeting Date 5-4-2023 at 6:00PM held at WC Historical Court House-111 S Broad Street, Monroe, Ga (2<sup>nd</sup> Floor)  
Board of Comm Meeting Date 6-6-2023 at 6:00PM held at WC Historical Court House  
You or a representative must be present at both meetings

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

Map/Parcel C1770036 and C1770036A00

Applicant Name/Address/Phone # Harvest Recycling, LLC  
1100 B. Garrett Rd.  
Statham, GA 30666  
Property Owner Name/Address/Phone Golden Monroe, LLC  
455 East Paces Ferry Rd. NE, Suite 302  
Atlanta, GA 30305  
(If more than one owner, attach Exhibit "A")

E-mail: sgarrett@rolloffsystems.com  
Phone # 706 207 0376  
Phone # 404-386-9607

Location Hwy 78 Present Zoning A1 R1 B2 Acreage 101.1

Existing Use of Property: Vacant

Existing Structures: Pole Barn

Property is serviced by:  
Public Water: X Provider: WCWD Well: \_\_\_\_\_  
Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank: X

The purpose of this conditional use is: To allow for a solid waste transfer building to be included within a 27.42 acre portion of the 101.1 acre property that is being rezoned to M2

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 Ai Harvey Date 3/30/2023 Fee Paid \$ 350.00

**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 C1770036- B2/R1 Surrounding Zoning: North A1 South A1/R1/B2  
A1/R1/B2 East A1 West I1  
Comprehensive Land Use: Conservation  
Commission District: 4-Lee Bradford Watershed: \_\_\_\_\_

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

## Standard Review Questions:

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

### Conditional Use Permit Criteria

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

Compost facility activities will be conducted within a portion of the 27.42 acre M2 zoned area. An extensive 73.7 acre area will remain outside of this area and will function as a buffer to protect adjacent properties from possible adverse influence of the use such as noise, dust, vibration, glare, odor, electrical disturbances and similar factors. The composting area will be located over 2500 feet from US Hwy 78 and approximately 1000 feet from the closest single family residential dwelling located on an adjacent property. With the existing mature forest on the northern and western boundaries of the property and the topographical difference as well as existing vegetative screening to the south, the compost facility area will not be visible to the traveling public on Hwy 78 nor the adjacent properties.

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

All vehicular traffic will access the site off of US Hwy 78 via the existing entrance to the Walton C&D Landfill. This will not hinder nor endanger any vehicular traffic nor pedestrian movement on adjacent streets.

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

There will be no off-street parking nor loading for this use. Ample space will be available within the facility to accommodate parking and loading needs for all customers, visitors and staff.

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

This use will require minimal public facilities and utilities.

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

This use will not adversely affect the level of property values or general character of the area as this use is located beside a highly compatible existing landfill, not visible to the traveling public on Hwy 78, not visible to adjacent properties and located approximately 1000 feet from the nearest single family residential dwelling. Furthermore, this use will not adjoin any adjacent properties except the landfill. There will be an extensive 73.7 acre portion of the total 101.1 acre property remaining as A1 zoning that will safeguard between this use and the adjacent properties.

Harvest Recycling, LLC  
1100 B. Garrett Rd.  
Statham, GA 30666

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March 30, 2023

Walton County Planning & Development  
126 Court Street  
Walton County Annex 1  
Monroe, GA 30655

RE: Letter of Intent for Rezone and Conditional Use Applications

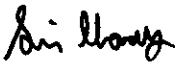
Mrs. Charna Parker:

Please find attached required submittal documents for consideration for rezone of 27.42 acres of a 101.1 acre property on US Hwy 78 (Parcels C1770036 and C1770036A00). Also included is an application for a Character Area Map Amendment and Conditional Use Applications for operating a Composting Facility and Solid Waste Transfer Station.

Our company, Harvest Recycling, LLC, is a local family-owned business seeking to reduce our community's over-dependence on landfills. Harvest Recycling is a GREEN company focused on conservation and stewardship of discarded materials otherwise destined for landfill disposal. This includes Recycling, Composting, Materials Recovery (MRF) and Waste Transfer operations that will pursue unmet recycling opportunities by "harvesting" recyclable items that are currently destined for disposal at the landfill.

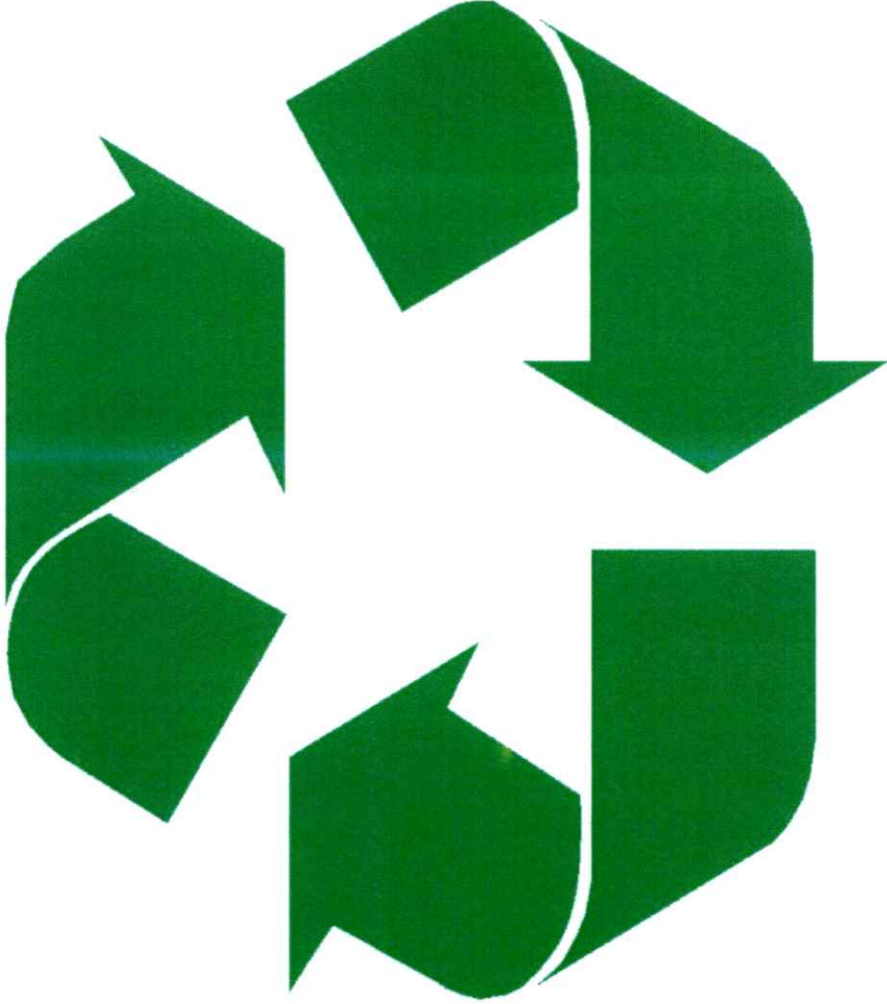
We feel that this location is ideally suited for our use as it adjoins an existing landfill where community members are already accustomed to delivering their discarded materials. Customers will access the site from US Hwy 78 with no additional burden on Walton County roads and infrastructure. The use will be situated far from the road and any residential uses. It will not be visible to the traveling public nor the adjacent properties due to the distances and the existing mature forest on the northern and western boundaries of the property and the topographical difference as well as existing vegetative screening to the south. We are confident that this location will serve the community well without hindering or disturbing any neighbors on any adjacent properties.

Thank you,



Simon Garrett  
General Manager  
Harvest Recycling, LLC

# HARVEST RECYCLING



*Recycling, the path to a greener future!*



# HARVEST RECYCLING

- ***Who is Harvest Recycling?***
- ***What is Harvest Recycling?***
- ***Why is Harvest Recycling Needed?***
- ***Where is Harvest Recycling?***

# Who is Harvest Recycling?

*Harvest Recycling is a new enterprise created by the Garrett Family!*

## *Our History:*

*Our family ran a successful farming operation that served as our primary livelihood thru the early 2000's. While we still farm today, it is no longer our primary livelihood.*

*In the 90's we began to slowly transition into the Waste Industry.*

*We founded Roll Off Systems in 1996 when farming was declining and it became apparent it wouldn't be able to continue to support the growing family*

*Our family was also involved in founding Walton C&D Landfill in 2002. We obtained EPD Permitting and opened for business in 2005*

*Harvest Recycling is now the natural next step to ensure we are the best possible steward of the waste stream we manage on a daily basis.*





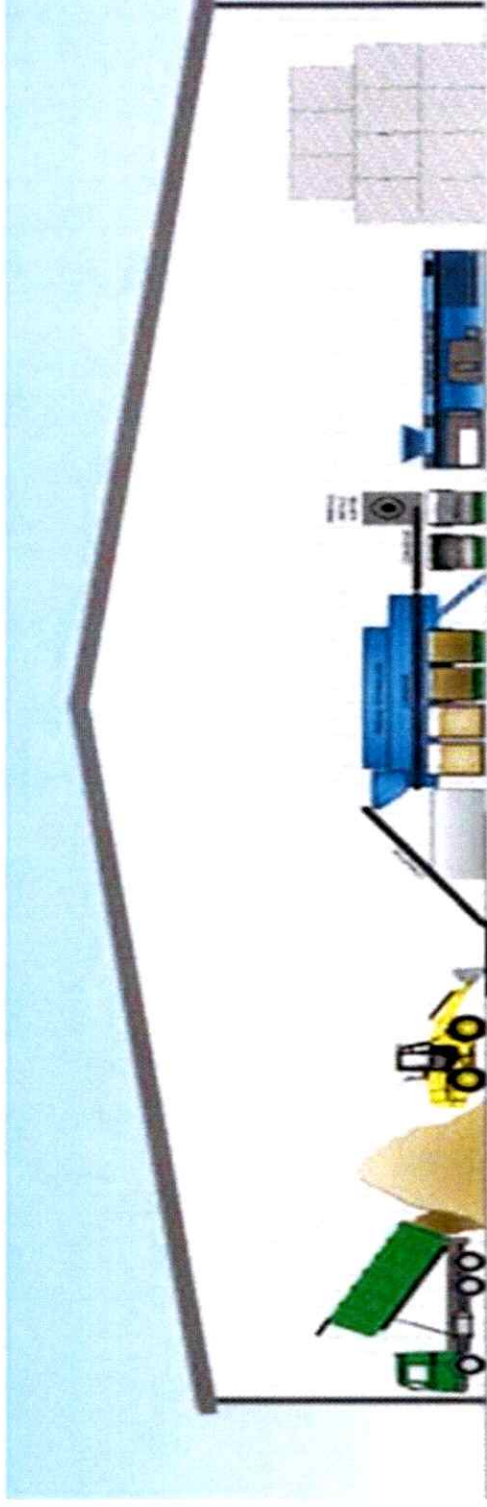
# ***What is Harvest Recycling?***

***Harvest Recycling is a GREEN company focused on conservation and stewardship of discarded materials otherwise destined for landfill disposal.***

***This includes Recycling, Composting, Materials Recovery (MRF) and Waste Transfer operations that will pursue unmet recycling opportunities by “harvesting” recyclable items that are currently destined for disposal at the landfill.***

# What is a MRF?

## Materials Recovery Facility



*Material is dumped inside of the building on the “tipping floor” then sorted and processed for shipment to end consumers.*

*Once the recyclables are removed and processed for shipment to the end user, the remaining non-recyclables are loaded onto a truck and shipped off-site for disposal at an approved facility, like a landfill.*



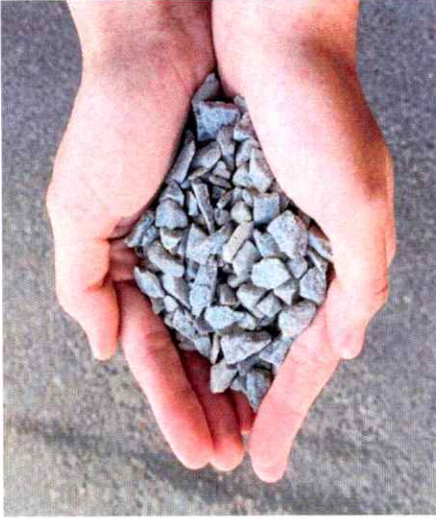
# Products:



**WOOD MULCH**



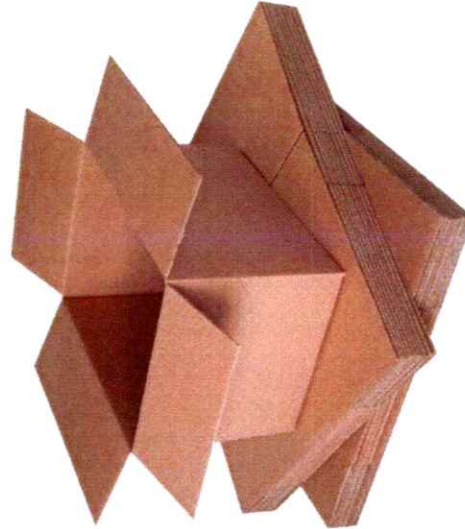
**GYPSUM(SHEETROCK)**



**AGGREGATES**



**FOOD CONTAINERS**



**SHIPPING BOXES**



**BEVERAGE CONTAINERS**



# **Products: WOOD MULCH**



**Wood mulch is useful as decorative mulch in landscape applications and also as a renewable fuel source for generating electricity to power our homes and businesses!**



## **Products: AGGREGATES**

**High value aggregates are produced from concrete for use in construction, driveways, parking areas, and landscape applications.**



# **Products: GYPSUM**

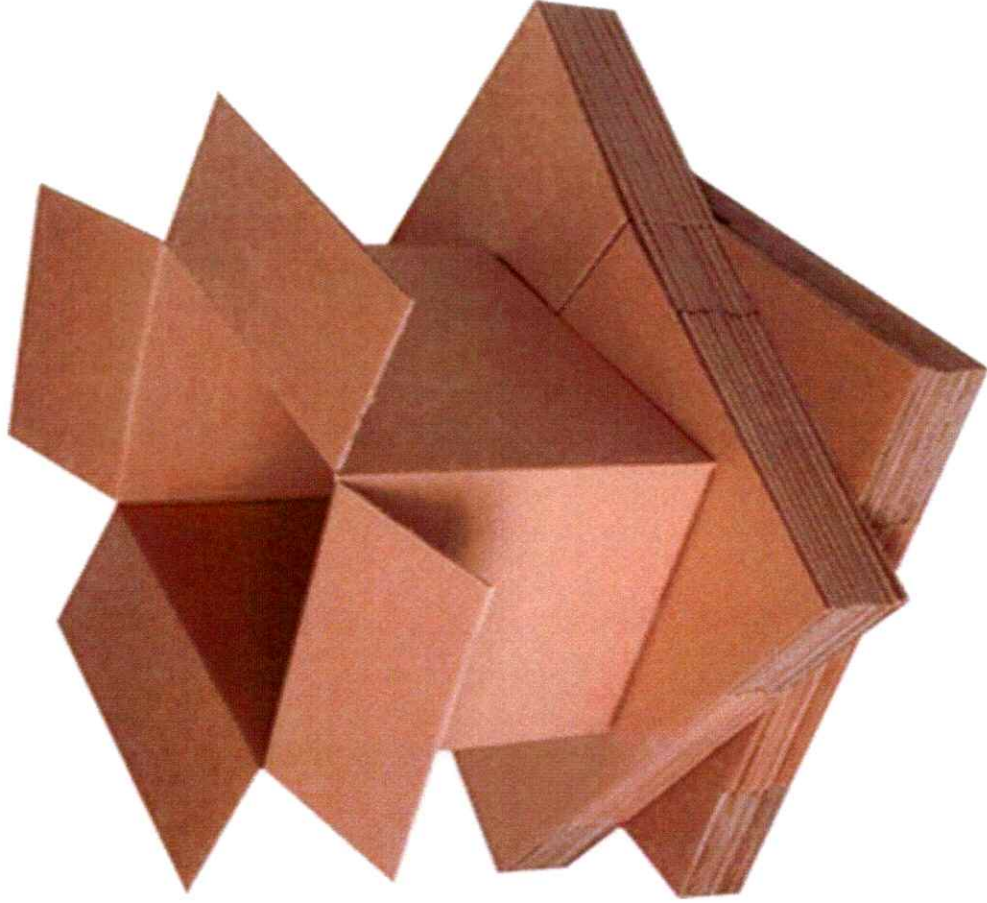


Gypsum from sheetrock is a valuable amendment to Georgia red clay to make home owners' and farmers' soil more pliable, less dense, allowing water and plant roots to better penetrate the soil and reduce runoff.

Keeping sheetrock out of the landfill also eliminates a source of landfill odor.



# Products: CARDBOARD



Cardboard is recycled for production of new cardboard products, shipping containers and packaging.

Keeping cardboard out of the landfill also eliminates a source of landfill odor.

# Products: METALS



**Aluminum and Metals are recycled for production of many new products including food & beverage containers among many more.**



# ***Products for Residential, Agricultural and Commercial Use:***

- Gypsum is useful as an amendment to Georgia red clay to make home owners' and farmers' soil more pliable, less dense, allowing water to penetrate soil and reduce runoff. Keeping sheetrock out of the landfill also eliminates a source of landfill odor.
- Wood chips are useful as decorative mulch in landscape applications and also as a renewable fuel source for generating electricity.
- Concrete is processed into high value aggregates for use in construction, driveways, parking areas, and landscape applications.
- Cardboard is useful for recycling for production of other cardboard products and packaging. Keeping cardboard out of the landfill also eliminates a source of odor.
- Aluminum and metal products need to be harvested from other waste to prevent the loss of valuable metals that are otherwise being buried in a landfill.



## ***Why is Harvest Recycling Needed?***

- To provide a local and convenient destination for citizens and businesses to discard their materials while reducing their environmental impact from landfilling***
- To “Harvest” recyclable materials from the waste stream that are otherwise destined for disposal at the landfill***
- To Provide a Facility that can sort commingled materials thereby opening up more opportunities for recycling***
- To Provide a Recycling outlet for Waste Materials generated at LEED certified construction and renovation projects***

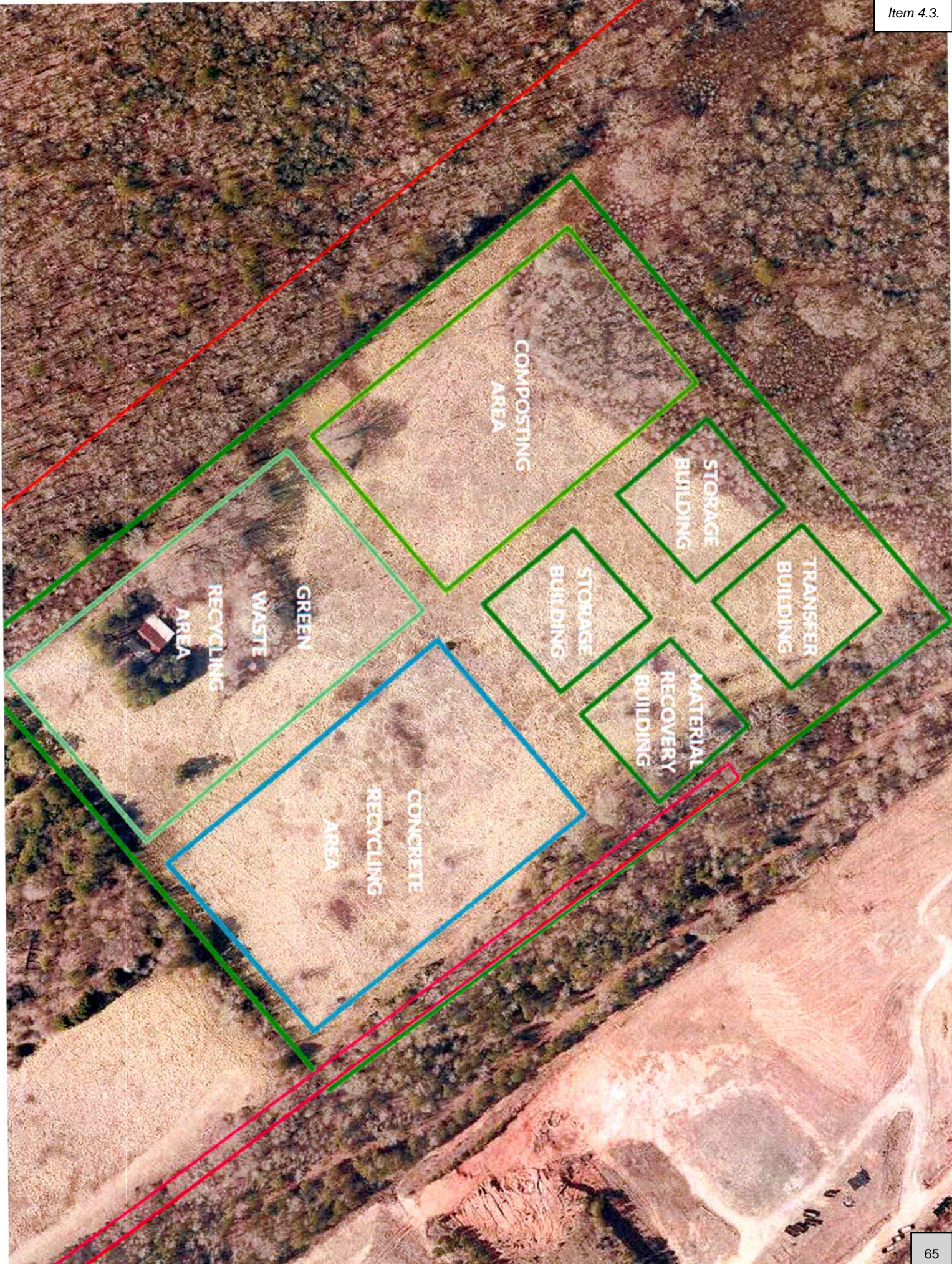
## ***Where is Harvest Recycling?***

- Harvest Recycling is proposed to be located on a 27.4 acre portion of a 101.1 acre tract of land in Walton County***
- The property is located off of Hwy 78 adjacent to the Walton C&D Landfill***
- The property is not visible from Hwy 78 and is in fact over 2000' from Hwy 78***













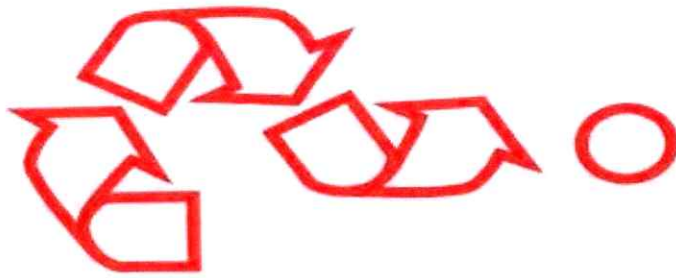


# HARVEST RECYCLING

*Where others see waste, We see opportunity*

*So you have to ask yourself,*

*Can we really afford not to recycle?*



*Harvest Recycling, responsible waste management!!*



# Planning and Development Department Case Information

Case Number: Z23030037

Meeting Dates: Planning Commission 05-04-2023

Board of Commissioners 06-06-2023

Current Zoning: A1

Request: Rezone 1.05 acres from A1 to B3 to be combined with property beside that is already zoned B3 to create a single entrance from Tommy Dillard Rd

Address: 3351 Tommy Dillard Road, Monroe, Georgia 30656

Map Number: C1780052

Site Area: 1.05 acres

Character Area: Highway Corridor

District 4: Commissioner – Lee Bradford Planning Commission – Brad Bettis

Applicant:  
Cattle Barn, LLC, c/o Dillard Sellers  
1776 Peachtree Street, NW, Suite 415-S  
Atlanta, Georgia 30309

Owner:  
Herbert Price  
3351 Tommy Dillard Road  
Monroe, Georgia 30656





Existing Site Conditions: Property consists of 1.05 acres.

The surrounding properties are zoned A2, B3, and A1.



Staff Comments/Concerns: The property beside this property – C1780047A00 - 7.715 acres was rezoned to B3 in October, 2022 for commercial purposes. This is the property that Applicant would like to come with the 1.05 acres.

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works has No Issue with Approval of this Request.

Sheriffs' Department: This case will not impact the Sheriff's Office.

**Water Authority:** This property is not currently served by WCWD, however the area is served by an existing 12" diameter water main along Highway 78 (static pressure: 115 psi, Estimated fire flow available: 900 gpm @ 20 psi). A new 8" water main will be required to distribute water within the development. Please coordinate with WCWD.

Per Morris Jordan with the Walton County Water Authority – Application shows that water is available from Walton County Water on the application. **WE DO NOT HAVE WATER ON THAT SECTION OF TOMMY DILLARD ROAD.**

**Fire Marshal Review:** Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire Hydrant shall be located within 500' of all buildings erected.

**Fire Department Review:** Hazardous material stored or used on site shall initiate a haz-mat response.

**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.

**PC ACTION 5/4/2023:**

1. Rezone Z23030037 - 1.05 acres from A1 to B3 to be combined with property beside that is already zoned B3 to create a single entrance from Tommy Dillard Rd- Applicant: Cattle Barn LLC c/o Dillard Sellers/Owner: Herbert Price-Property located at 3351 Tommy Dillard Rd, Map/Parcel C1780052 – District 4.

**Presentation:** Jeff Haymore, Attorney for Applicant, represented the case. The applicant is the owner of the proposed business, Bill Hartley was also present. He owns an industrial cleaning business with no storage. This property beside this property was previously rezoned from A1 to B3. Mr. Price approached Mr. Hartley about purchasing this property and rezone it with the same classification as the recently rezoned property around him; and it makes sense for it to be rezoned to B3. There is no permanent structure on the property and to the east are existing businesses. This complies with the comprehensive plan which is a guide for development. This will improve the area and they will be hiring people. This will also serve as a place for people looking for a suitable place for commercial development. This property is not



**suitable for agriculture or residential. B3 is exactly what this should be zoned, and it is consistent with the comprehensive plan. There will be no problem with egress or ingress. This will be a fully enclosed business. Wesley Sisk verified the business is an environmental contractor for industrial cleaning.**

**Speaking: No one**

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

# Rezone Application # 223030037 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 05-04-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**

Board of Comm Meeting Date 06-06-2023 at 6:00PM held at **WC Historical Court House - 111 S. Broad St. - 2<sup>nd</sup> Floor**

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

**Map/Parcel** C1780052

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
Cattle Barn, LLC c/o Dillard Sellers	Herbert Price
1776 Peachtree St, NW, Suite 415-S	3351 Tommy Dillard Rd
Atlanta, GA 30309	Monroe, GA 30656
E-mail address: <u>jhaymore@dillardsellers.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>(404) 665-1243</u>	Phone # <u>470-365-7042</u>

Location: 3351 Tommy Dillard Rd Requested Zoning B3 Acreage 1.05

Existing Use of Property: Vacant residential lot

Existing Structures: none

The purpose of this rezone is See attached

Property is serviced by the following:  
Public Water: Yes Provider: Walton County Water and Sewer Authority Well: No  
Public Sewer: No Provider: \_\_\_\_\_ Septic Tank: Yes

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

[Signature] 3/29/23 \$ 450  
Signature Date Fee Paid

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

**Office Use Only:**

Existing Zoning: A1 Surrounding Zoning: North A2 South A1 B3  
East B3 West A1 B3

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

Commission District: 4-Lee Bradford Watershed:    TMP   

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

### AUTHORIZATION BY PROPERTY OWNER

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

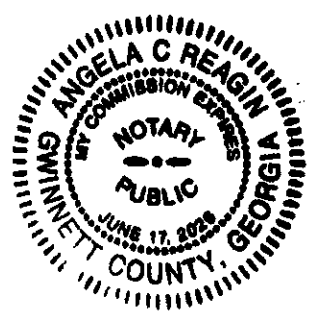
I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: William Hartley  
 Address: 1266 E<sup>th</sup> Street, Macon, GA 31206  
 Telephone: (478) 719-6075  
 Location of Property: 3351 Tommy Dillard Rd.  
Macon, GA 30656  
 Map/Parcel Number: C1780052  
 Current Zoning: A1 Requested Zoning: B3

<u>Herbert M. Paic</u> Property Owner Signature	_____
Print Name: <u>Herbert M. Paic</u>	Print Name: _____
Address: <u>3351 Tommy Dillard Rd</u> <u>Macon, GA 30656</u>	Address: _____
Phone #: <u>(478) 365-7042</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.

Angela C Reagin      3/21/23  
 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;

See attached

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

See attached

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

See attached

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

See attached

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

See Attached

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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

See Attached

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**LETTER OF INTENT**

**Walton County, GA  
Rezoning Application**

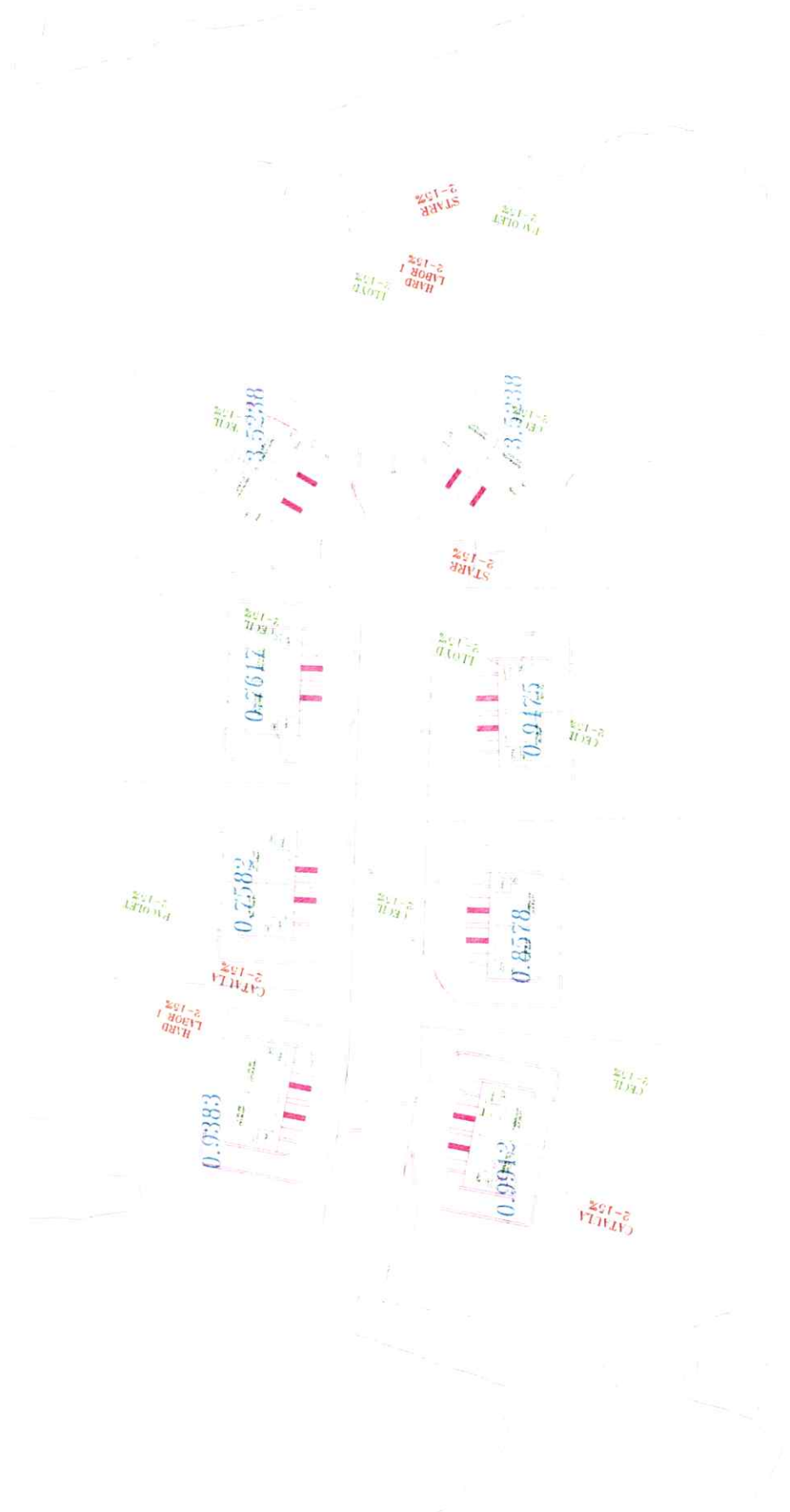
**Applicant:**  
Cattle Barn, LLC  
c/o Jeff Haymore, Dillard Sellers

**Property:**  
3351 Tommy Dillard Rd.

**Parcel ID Nos.:**  
C1780052

**Submitted for Applicant by:**

Jeff Haymore  
DILLARD SELLERS  
1776 Peachtree Street NW, Suite 415-S  
Atlanta, Georgia 30309  
(404) 665-1243  
jhaymore@dillardsellers.com





### I. INTRODUCTION

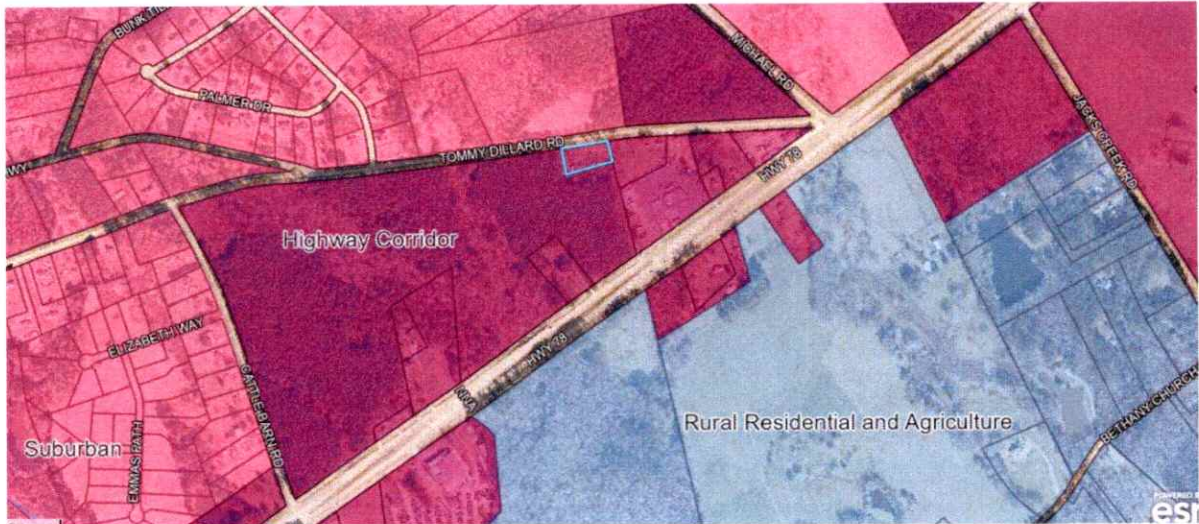
Cattle Barn LLC, doing business as First Environmental (hereafter “Applicant”) applies to rezone approximately +/- 1.05 acres (“The Property”) located at 3351 Tommy Dillard Rd., Monroe, GA 30656 in unincorporated Walton County, from A-1 (“Current Zoning”) to B-3 (“Proposed Zoning”) for the purpose of combining it with the property development occurring adjacent to the parcel. The Property is Highway Corridor on the County’s future land use map. The Proposed Zoning is compatible with the Highway Corridor land use designation. The Current Zoning is not compatible with the Highway Corridor land use designation.

Applicant owns the adjacent parcel, which the County rezoned, At Applicant’s request, on October 4, 2022, from A-1 to B-3 with conditions (Z22070026) as amended on February 7, 2023 (AZ23010004). Applicant is under contract with the Property owner to purchase the Property to create a single entrance onto the development where Applicant will develop First Environmental’s Walton County office, minimizing the number of curb cuts needed onto Tommy Dillard Road.



The Property is an isolated A1 parcel in an area that is and continues to be commercial in nature. This is illustrated in the County’s future land use map, which designates the area boarded by Tommy Dillard Road to the North and Highway 78

to the South as a Highway Corridor. Highway Corridor, as described by the Walton County Comprehensive Plan 2022-2026 is intended for commercial development. B3 is a zoning district that is compatible with the Highway Corridor character area while the A1 district is not. The Property itself does not meet the standards of the A1 district, intended for Rural Estates which Section 120 of the Walton County Land Development Ordinance (“Zoning Ordinance”) states should be two acres, almost double the just over one acre that the Property encompasses.



By rezoning the Property and combining it with the neighboring parcel, the County will be addressing the concerns that were previously raised about the traffic impact onto Tommy Dillard Road. The new site plan for First Environmental will use existing curb cuts onto the Property as opposed to creating additional curb cuts and access on the adjacent parcel, thus limiting access onto Tommy Dillard Road to the one entry/exit. Applicant respectfully requests approval of this rezoning application to rezone the Property to B3.

## II. IMPACT ANALYSIS

The Applicant satisfies the criteria for a zoning map amendment approval as set for in Section 160 of the Zoning Ordinance as set forth below:

### 1. Existing uses and zoning of nearby property:



The Property has an underutilized, aged home and other minor improvements that is currently unoccupied. The Property is zoned A1 while all the adjacent property is zoned B3 for commercial use. This, combined with the future land use designation of Highway Corridor makes the residential use of the Property unlikely.

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

The Property is surrounded by commercial uses on either side, as well as to the south of the Property. By maintaining the A1 zoning of the Property, the value is diminished as it is unattractive for residential or agricultural use, for which the A1 zoning is intended. This is especially true as the Property is barely over one acre, while the A1 zoning calls for minimum lot area of two acres.

**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 Zoning on the Property constitutes a significant destruction of property values, which destruction is not in furtherance of the promotion of the health, safety, morals or general welfare of the public. The Current Zoning only promotes continued Property vacancy and aesthetic blight while the Proposed Zoning will result in a new and aesthetically pleasing business office development of the Property consistent with the Highway Corridor land use designation. The

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

The Current Zoning constitutes a significant detriment to the property owner and the Applicant, which is not justified by any gain to the public. On the contrary the Current Zoning only promotes the continuation of the Property's vacancy and blight. Approving the rezoning to B3 would bring consistency to the zoning along Tommy Dillard Road as the road approaches Highway 78. Additionally it would benefit the public as it would make the zoning consistent with the character area/future land use of Highway Corridor. There is no gain to the public by



keeping it zoned A1. This is confirmed by the County’s Highway Corridor land use designation, which recommends B3 and not A1 zoning. An outdated zoning classification which is incompatible with a more recently adopted Comprehensive Plan is generally held to be unconstitutional. *Jackson v. Goodman*, 247 Ga. 683 (1981) (affirming trial court’s invalidation of outdated low-density residential zoning where the property abuts the highway and the current comprehensive plan “called for a higher density than existing zoning”).

**5. The suitability of the subject property for the zoned purpose:**

The Property is not suitable for redevelopment as agriculture or residential as required by the Current Zoning. In contrast, the Property is suitable for commercial use as proposed by Applicant because the Property is boarded by parcels that are already B3. B3 is also consistent with the character area/future land use. As this Property will be utilized as access to an adjacent parcel, it will eliminate the need for additional curb cuts onto Tommy Dillard Road.

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

It appears that the Property has been in a state of disinvestment for some time with no apparent prospects for re-investment by the current or any future owner under Current Zoning. While there is an existing home on the Property, it appears to be unoccupied. Commercial development to the east of the Property and the proposed commercial development by the Applicant to the south and west of the Property make it unattractive for residential use under Current Zoning. Maintaining the Current Zoning only perpetuates vacancy and blight. Approval of the Proposed Zoning is in keeping with the commercial land development in the area and will result in additional jobs and tax base.

**III. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that this Rezoning Application be granted as requested by the Applicant. If there are any

questions about this request, please do not hesitate to contact me at (404) 665-1243 or [jhaymore@dillardsellers.com](mailto:jhaymore@dillardsellers.com).

Sincerely,

DILLARD SELLERS, LLC

A handwritten signature in black ink, appearing to read "Jeffrey S. Haymore". The signature is written in a cursive style with a long horizontal flourish at the end.

Jeffrey S. Haymore  
*Attorney for the Applicant*

## **CONSTITUTIONAL AND ANTE LITEM NOTICE**

The portions of the Walton County Zoning Ordinance, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Walton County Zoning Ordinance, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the Application is unconstitutional, illegal, null and void, constituting a taking of Owner's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Owner an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of the Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Walton County Board of Commissioners (including its members in both their official and individual capacity) to grant the Application as requested would constitute a taking of the Applicant's Property. Because of this unconstitutional taking, Walton County would be required to pay just compensation to the Applicant.

A denial of the Application would constitute an arbitrary and capricious act by the Walton County Board of Commissioners (including its members in both their official and individual capacity) without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III,



Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Walton County Board of Commissioners (including its members in both their official and individual capacity) to grant the rezoning for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Owner and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the Application subject to conditions which are different from the conditions requested by the Applicant, if any, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property would also constitute an arbitrary, capricious, and discriminatory act in zoning the Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

#### Standing Objection

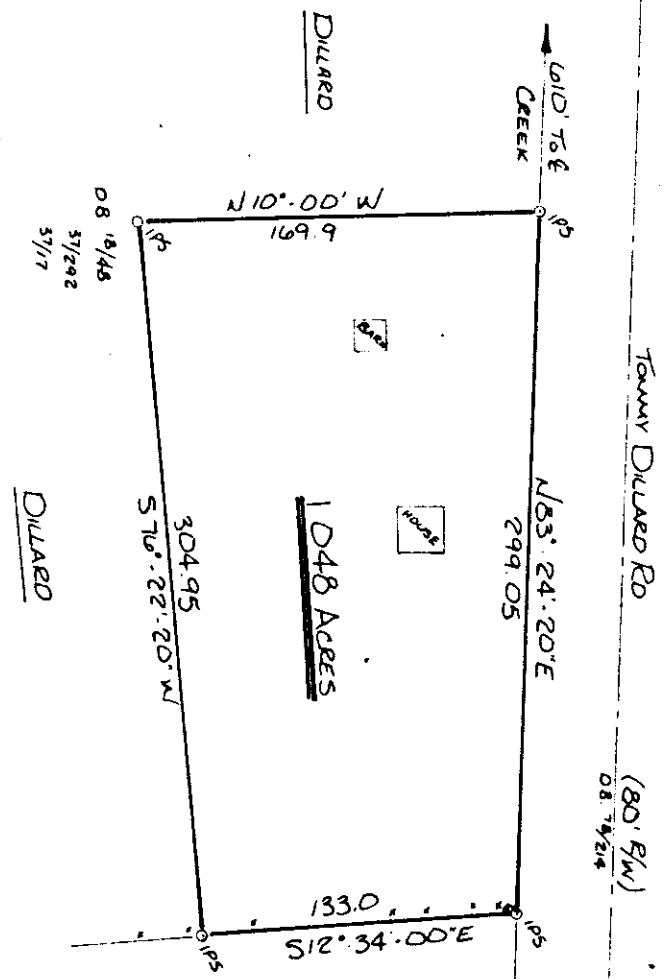
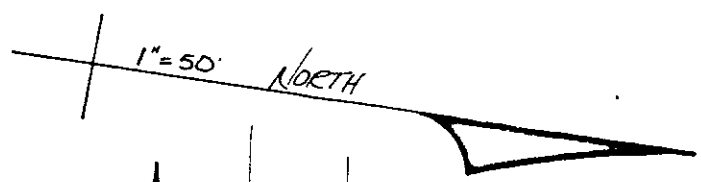
Applicant further objects to the standing of each and every surrounding resident and/or property applicant or owner to challenge, whether before the Planning Commission, Board of Commissioners or any court of competent jurisdiction, any zoning decision by the Walton County Board of Commissioners in that he/she has not shown, nor can show, that he/she will suffer special damages within the meaning of Georgia law as a result of said decision. The applicant raises this objection before the Planning Commission and Board of Commissioners and requests each to determine the standing of any individual who challenges or objects to the Board of Commissioner's decision to rezone the Property. The applicant further raises this objection before the Walton County Board of Commissioners to preserve said objection on appeal, if any, to any court of competent jurisdiction.

#### Evidence Objection

Applicant objects to the testimony and documentary evidence proffered by anyone opposed to the Application based on relevancy, inadmissibility, hearsay, lack of foundation and any other applicable evidentiary objection.

We respectfully request that the County cure the aforementioned unconstitutional Current Zoning of the Property by approving the Application. Should the County have any questions, suggestions and/or concerns, we ask that you bring these to our attention so they can be timely addressed.

26.25



DILLARD

DILLARD

FOSTER  
DB 119/341

Survey For  
**BOBBY HOWARD**

LOCATED IN G.M.D  
WALTON COUNTY, GEORGIA

SCALE: 1" = 50'      OCTOBER 2, 1979

SURVEYED BY  
GREGG ASSOCIATES  
MONROE, GEORGIA

RECORDED

This 3 day of Nov, 1979

Thomas S. Bachelor  
Clerk, Walton Superior Court



AN ORDINANCE OF WALTON COUNTY, GEORGIA OA23030030

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 04/03/2023

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 04/03/2023.

**Errata #1            Amend Article 6 to delete Private Drive-Agricultural Subdivision (PDAS) and Private Drive Subdivision (PDS)**

**Errata #2            Amend All Articles related to residential dwellings to add regulations for slopes on residential lots.**

**Errata #3            Amendment to Article 4 Part 1 Section 110 Agricultural District “A”**

Adopted by the Walton County Board of Commissioners on this 6<sup>th</sup> day of June, 2023.

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

Attest:

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

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

**PC ACTION 5/4/2023:**

**Amendment: OA23030030 – Amendment to Walton County Land Development Ordinance per Errata Sheet dated 04/03/2023**

**1. Errata #1 Amend Article 6 to delete Private Drive-Agricultural Subdivision (PDAS) and Private Drive Subdivision (PDS)**

**Charna Parker explained the amendment is to remove the Private Drive Agricultural Subdivision which allows for 5 lots each being 5 acres or more on a gravel-based road, and the regular Private Drive Subdivision which allows for 15 lots of 5 acres each and is required to have a road which is paved to county standards. With the new guidelines that have been added to the ordinance which allows 2-acre lots with open ditch there is no longer a need for this type of developments.**

**Errata #2 Amend All Articles related to residential dwellings to add regulations for slopes on residential lots.**

**Charna Parker explained this amendment will add guidelines in our ordinance for an issue that we currently deal with administratively but have no actual enforcement. We require builders to grade single family lots that have topographical issues so that the slopes in the yard are no more than 3 to 1. This will give us the enforceability needed to assure compliance. These regulations will be added to the Single-Family Residential requirements under each zoning category.**

**Errata #3 Amendment to Article 4 Part 1 Section 110 Agricultural District “A”.**

**Charna Parker explained this amendment is one that is open for discussion. Currently the “A” zoning district; what we consider a Commercial Agricultural zoning requires a minimum lot size of 5-acres. Anyone that wants to do commercial agricultural uses has to apply for a rezone to A. The minimum house size in the A is 1100 square feet. If approved, this amendment would change the minimum house size to 1400 square feet to be the same as A1 and A2 and the lot**

size to 2 acres. The Board could consider changing the minimum lot size to 3, or 4 acres if they so chose. The reason this is being brought up for discussion is that we have had some requests for uses such as organic farms, bee colonies etc. proposed however the citizen does not have the 5 acres required to rezone the property to A. One thing to consider in changing this guideline is that certain commercial agricultural uses are better suited on a larger lot. One example is a commercial kennel which is allowed in B2 on 2 acres; however it is required to have 5-acres in the A zoning district.

**Speaking:** No one

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



**Errata #1      Amend Article 6 to delete Private Drive-Agricultural Subdivision (PDAS) and Private Drive Subdivision (PDS)**

The amendment is to delete Private Drive Subdivisions, both the agricultural and regular.  
The only Private Drive Subdivision allowed will be those that are "Gated".

**~~Private Drive-Agricultural Subdivision (PDAS) (2)~~**

~~A. Purpose and Intent~~

~~The purpose of the Private Drive Agricultural Subdivision development is to authorize, subject to certain standards, the development of residential subdivisions composed of a small number of large acreage lots in which a street providing access to lots in the development is not dedicated to the public, but is held in common ownership by the owners of the lots. Private drives and streets are not maintained by Walton County. This development is only available in the A Agricultural, A1 Rural Estate, A2 Rural Estate, and R1 Residential Zoning Districts.~~

~~B. Principal Uses and Structures~~

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

~~C. Accessory Uses and Structures~~

~~Accessory uses permitted under the underlying zoning district.~~

~~D. Conditional Uses~~

~~Conditional uses as permitted under the underlying zoning district.~~

~~E. Property Development Standards~~

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

- ~~1. No more than five (5) lots shall be permitted in the subdivision.~~
- ~~2. Each lot must contain a minimum of twenty (20) acres.~~

- 3. ~~Minimum floor area of the primary dwelling shall be 1,800 square feet.~~
- 4. ~~Private drainage easements, drainage structures, ditches, and pipes shall be constructed to the same standards for public facilities permitted in the underlying zoning district, but shall be maintained in perpetuity by land owner or by a mandatory homeowner association.~~
- 5. ~~No lot in a Private Drive Agricultural Subdivision shall have direct access to a public street.~~
- 6. ~~The design and construction of private drives shall comply with the following unless approved by the Director:~~ \_\_\_\_\_ (1/4/2022)

Surface Type	Min. Easement Width	Min. Surface Width	Min. Shoulder Width	Max. Grade (1/4/2022)	Aggregate Base Required	Min. Asphalt Thickness	Zoning
Gravel	60 Feet	16 Feet	4 Feet	12%	4" Min.	N/A	A & A1
Asphalt	60 Feet	16 Feet	4 Feet	12%	4" Min.	1 ½" E-Mix	A2 & R1

- ~~Private drives shall have a maximum length of 2,000 feet, unless otherwise approved by the Director. The termination of any private drive shall include a cul-de-sac turnaround area with a minimum outside radius of forty (40) feet.~~
- ~~Private Drive Roads shall comply with the minimum requirements of the Standard Design and Construction Details as shown on diagram 3.03.~~
- 7. ~~The private street easement shall be a cross easement granting access to all lot owners and any other contiguous property that requires access to such street in order to access a public street adjacent to the property developed as a Private Drive Agricultural Subdivision.~~
- 8. ~~Building setbacks are measured from the adjacent side of the private street easement line.~~
- 9. ~~Gated entrances will be allowed only if the gate restricting access to the public provides adequate space outside the public right of way to provide for queuing of at least two standard vehicles in addition to a paved turnaround area.~~
- 10. ~~Gated communities must provide approved access by emergency vehicles.~~
- 11. ~~All streets within Private Drive Agricultural Subdivisions must provide approved street name signs, traffic control signs, and lots within the Private Drive Agricultural Subdivision shall display approved street numbers.~~
- 12. ~~A 50 foot non-buildable buffer shall be maintained around the perimeter of the subdivision.~~

- ~~13. A 100 foot non-buildable buffer shall be maintained adjacent to existing public streets that abut the subdivision.~~
- ~~14. Minimum lot width shall be 150' with water, 200' with well. Setbacks shall be: 40' front, 15' sides and 40' rear.~~
- ~~15. Streets, roadside ditches, cross drain pipes, and required storm water management facilities shall be maintained entirely by a mandatory homeowner's association. Other drainage ways, drainage structures, lakes, and dams may be maintained by either a homeowner's association or the individual homeowner.~~

**Private Drive Subdivision (PDS) (2)**

~~A. Purpose and Intent~~

~~The purpose of the Private Drive Subdivision development is to authorize, subject to certain standards, the development of residential subdivisions in which a street providing access to lots in the development is not dedicated to the public but is held in common ownership by the owners of the lots. Private drives and streets are not maintained by Walton County. This development is only available in the A Agricultural, A1 Rural Estate, A2 Rural Estate and R1 Residential Zoning Districts.~~

~~B. Principal Uses and Structures~~

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

~~C. Accessory Uses and Structures~~

~~Accessory uses permitted under the underlying zoning district.~~

~~D. Conditional Uses~~

~~Conditional uses as permitted under the underlying zoning district.~~

~~E. Property Development Standards~~

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

- ~~1. No more than fifteen (15) lots shall be permitted in the subdivision.~~
- ~~2. Each lot must contain a minimum of five (5) acres.~~
- ~~3. Minimum floor area of the primary dwelling shall be 1,800 square feet.~~



- 4. ~~Private drainage easements, drainage structures, ditches, and pipes shall be constructed to the same standards for public facilities permitted in the underlying zoning district, but shall be maintained in perpetuity by land owner or by a mandatory homeowner association.~~
- 5. ~~No lot in a Private Drive Subdivision shall have direct access to a public street.~~
- 6. ~~The design and construction of private drives shall comply with the following unless approved by the Director:~~

Surface Type	Min. Easement Width	Min. Surface Width	Min. Shoulder Width	Max. Grade (1-4-2022)	Zoning
Asphalt	60 Feet	16 Feet	4 Feet	12%	A, A1, A2 & R1

~~Private drives shall have a maximum length of 2,000 feet, unless otherwise approved by the Director and shall be paved as per "standard for local streets" as outlined in Article 9 of this Ordinance. The termination of any private drive shall include a cul-de-sac turn-around area with a minimum outside radius of forty (40) feet.~~

(4-1-14)

~~Private Drive Roads shall comply with the minimum requirements of the Standard Design and Construction Details as shown on diagram 3.03.~~

- 7. ~~The private street easement shall be a cross-easement granting access to all lot owners and any other contiguous property that requires access to such street in order to access a public street adjacent to the property developed as a Private Drive Subdivision.~~
- 8. ~~Building setbacks are measured from the adjacent side of the private street easement line.~~
- 9. ~~Gated entrances will be allowed only if the gate restricting access to the public provides adequate space outside the public right of way to provide for queuing of at least two standard vehicles in addition to a paved turnaround area.~~
- 10. ~~Gated communities must provide approved access by emergency vehicles.~~
- 11. ~~All streets within Private Drive Subdivisions must provide approved street name signs, traffic control signs, and lots within the Private Drive Subdivision shall display approved street numbers.~~
- 12. ~~A 50 foot non-buildable buffer shall be maintained around the perimeter of the subdivision.~~

- ~~13. A 100-foot non-buildable buffer shall be maintained adjacent to existing public streets that abut the subdivision.~~
- ~~14. Minimum lot width shall be 150' with water, 200' with well. Setbacks shall be: 40' front, 15' sides and 40' rear.~~
- ~~15. Streets, roadside ditches, cross drain pipes, and required storm water management facilities shall be maintained entirely by a mandatory homeowner's association. Other drainage ways, drainage structures, lakes, and dams may be maintained by either a homeowner's association or the individual homeowner.~~

**Errata #2            Amend All Articles related to residential dwellings to add regulations for slopes on residential lots.**

*The amendment is to add regulations to all residential dwellings in all zoning districts and developments regarding slopes allowed on the residential lots.*

*Articles affected:*

*Article 4, Part 1 Section 110, 120, 130, 140, 150, 160, 170*

*Article 6 Rural Open Ditch Minor Subdivision and Rural Public Road Minor Subdivision, and Guest House requirements.*

*Regulations to be Added:*

**All lot grading for residential dwellings shall not exceed a 3:1 slope.  
Exceptions to this requirement shall be at the discretion of the Development Director on a case-by-case basis.**

# Errata #3 Amendment to Article 4 Part 1 Section 110 Agricultural District “A”

This amendment is proposed to change the minimum lot size of the “A” Agricultural District from 5 acres to 2 acres and the minimum house size from 1100 to 1400 to be in alignment with the house size requirements in A1 and A2.

## Section 110 Agricultural District (A)

### A. Purpose and Intent

The (A) Agricultural District is composed of areas presently having a rural character and devoted primarily to farm operations within Walton County, including the raising of soil crops, livestock, fish, fowl, and commercial timber. Such areas are outlined in the Walton County Comprehensive Land Use Plan. Intensive development of land is unlikely to occur in the near future and is discouraged in these areas. For this reason, only minimum restrictions are imposed upon agricultural uses within this district.

### B. Principal Uses and Structures

Principal uses and structures shall be allowed in accordance with Article 5, Part 1 of this Ordinance.

### C. Accessory Uses and Structures

Accessory uses and structures shall be permitted in the (A) Agricultural District in accordance with Article 5, Part 2 of this Ordinance.

### D. Conditional Uses

Conditional uses shall be permitted in the (A) Agricultural District in accordance with Article 5, Part 1 of this Ordinance. Conditional uses shall be subject to the additional use standards established in Article 6 of this Ordinance.

### E. Property Development Standards

- 1. **Minimum Lot Area:** The minimum lot area shall be ~~five (5)~~ two (2) acres.



2. Minimum Lot Width at Building Line: The minimum lot width at the building line shall be three hundred (300) feet.
3. Minimum Yard Requirements:
  - a. Front: Fifty (50) feet
  - b. Side: Twenty (20) feet
  - c. Rear: Forty (40) feet
4. Minimum House Size: The minimum floor area of the primary dwelling s shall be ~~one thousand one hundred (1,100)~~ one thousand four hundred (1,400) square feet.
5. Maximum Height: The maximum height of buildings shall be thirty-five (35) feet.
6. Maximum Impervious Surface Coverage: The maximum impervious surface shall be fifteen (15%) percent of the lot.





Existing Site Conditions: Property consists of 8.00 acres.

The surrounding properties are zoned A1 & B3.



**Staff Comments/Concerns:**

**History:**

Z22020018	Jason Atha	Outside Storage	C1400090 Ga Hwy 11/Mahlon Smith	Approved w/conditions
AZ22080009	Jason Atha	Alteration to Zoning Conditions from Z22020018	C1400090 Hwy 11/Mahlon Smith	Denied

**Public Works:** Public Works Recommends that a Commercial Driveway be Installed if Approved.





### 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 BREWER

Address: 224 ALLOY ST SUITE B-5

Telephone: 770-757-4760

Location of Property: HWY 11 SOUTH

Map/Parcel Number: C1400090

Current Zoning: B-2 Requested Zoning: B-2

[Signature]  
Property Owner Signature

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

Print Name: Jason Atha

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

Address: 3270 4 Turnally Street S.D.  
Coccol Hope, CoA 30011

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

Phone #: 7-266-0978

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

4/24/2023  
Date

att Aug 16, 2026  
Brandy Atha



**W&A Engineering is a Better Communities Collaborative company that improves communities with innovative design, efficient engineering, and professional service.**

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**From:** Brent E. Cook <[bcook@clearcourse-ts.com](mailto:bcook@clearcourse-ts.com)>  
**Sent:** Tuesday, April 4, 2023 7:10 AM  
**To:** John Brewer <[JBrewer@waengineering.com](mailto:JBrewer@waengineering.com)>  
**Subject:** FW: SR 11 near Social Circle

Here is the response from GDOT. To address their one comment, just ensure the driveway is at least 200' from SR 11.

Please let me know if you have any questions.

**P:** Ext. 0501  
**C:** (770) 539-0349

410 Peachtree Parkway  
Suite 4245  
Cumming, GA 30041

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**From:** Peevy, Jonathan <[jpeevy@dot.ga.gov](mailto:jpeevy@dot.ga.gov)>  
**Sent:** Monday, April 3, 2023 4:14 PM  
**To:** Brent E. Cook <[bcook@clearcourse-ts.com](mailto:bcook@clearcourse-ts.com)>  
**Cc:** Hash, Christopher M <[CHash@dot.ga.gov](mailto:CHash@dot.ga.gov)>  
**Subject:** RE: SR 11 near Social Circle

Thanks for the information.

Looking at the data provided, assuming calculations were correct, this would NOT trigger any GDOT requirements for improvements (such as turn lanes) at the intersection since the impact would be minimal. The only comment I can make is to ensure that the first internal movement criteria is met to ensure safety for state route travelers.

Thanks,

**Jonathan Peevy, P.E.**

*Assistant District Traffic Engineer*



District 1 Traffic Operations

1475 Jesse Jewell Pkwy  
Suite 100

Gainesville, GA, 30501

770.533.8276 office

**From:** Brent E. Cook <[bcook@clearcourse-ts.com](mailto:bcook@clearcourse-ts.com)>

**Sent:** Monday, April 3, 2023 12:59 PM

**To:** Peevy, Jonathan <[jpeevy@dot.ga.gov](mailto:jpeevy@dot.ga.gov)>

**Subject:** SR 11 near Social Circle

Hey Jonathan – you and I discussed this location recently. As a refresher, this is on SR 11 near Mahlon Smith Road immediately north of the Great Walton Railroad crossing. The proposed development is for approximately 180 units of self-storage and the proposed access is on Mahlon Smith Road. Using ITE Trip Generation for Land Use Code 151 (Mini-Warehouse), the following information is derived:

180 Units		Rate	Units (in hundreds)	
AM Trips – 4	Trips	2.04	1.8	= 2.04*1.8 = 3.6
PM Trips – 4	Trips	2.07	1.8	= 2.07*1.8 = 3.7
ADT – 33	Trips	17.96	1.8	= 17.96*1.8 = 32.32

The crash data for the intersection was obtained from GEARS for 4/1/2018 – 3/31/2023:

1 crash related to a vehicle turning left from SR 11 onto Mahlon Smith Road was found. It was on 10/12/2022.

Based on this information, it appears that the intersection does not exhibit operation deficiencies. The expected trips to be generated by the mini-warehouses would not reasonably be expected to cause operational issues. Thus, would GDOT require any improvements to this intersection to be completed as a result of the proposed development?

Thanks in advance for your help on this.

**Brent Cook** PE, PTOE, RSP1  
Director of Operations  
ClearCourse Transportation Solutions  
[bcook@clearcourse-ts.com](mailto:bcook@clearcourse-ts.com)

**ClearCourse Transportation Solutions**  
Keeping Communities in Motion

P: Ext. 0501  
C: (770) 539-0349

410 Peachtree Parkway  
Suite 4245  
Cumming, GA 30041

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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/>.





*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 \_\_\_\_<sup>th</sup> day of June, 2023.

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

ATTEST: \_\_\_\_\_

# Walton County, Georgia



## Capital Improvements Element

### 2023 Annual Update: Financial Report & Short Term Work Program

May 2, 2023

## 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 2022. 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.”<sup>1</sup>

According to DCA’s requirements,<sup>2</sup> the Community Work Program must include:

Introduction

- 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.

<sup>1</sup> 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).

<sup>2</sup> Chapter 110-12-1-.03(3).



**COMMUNITY WORK PROGRAM (CWP) – WALTON COUNTY, GA<sup>1</sup>  
20<sup>23</sup> – 2027**

Category <sup>2</sup>	Action/Item	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding Source*	Notes
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	\$75,450	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	Collection Materials Purchase					☐	Monroe-Walton County Library System Board	\$78,274	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

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

<sup>2</sup> CWP excludes Animal Services because no impact fee projects are anticipated between 2023 and 2027.

Category <sup>2</sup>	Action/Item	2023	2024	2025	2026	2027	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	

Parks and Recreation	Expansion of West Walton Park (Portion of 574 projected spaces)	□					Parks and Recreation Department	\$160,000	37.50% Donation, 62.42% impact fees, 0.08% Local Taxation Sources	150 spaces
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Category <sup>2</sup>	Action/Item	2023	2024	2025	2026	2027	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	\$12,228,771	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 (1)	□					Fire Rescue Department	\$485,484	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	
Fire Protection	Support Vehicle (1)		□				Fire Rescue Department	\$53,262	100% Impact Fees	
Category <sup>2</sup>	Action/Item	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding Source*	Notes
Emergency Medical Services	New Ambulances (5)	□	□	□	□	□	Emergency Medical Services Department	\$828,413	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.



Public Facility	Libraries	Fire Protection	Law Enforcement		Emergency Commun-ications	EMS	Parks & Recreation	Animal Control *	CIE Prep**	Admin-istration	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, 2021	\$224,479.63	\$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
<b>Subtotal: Fee Accounts</b>	<b>\$368,136.13</b>	<b>\$551,979.55</b>	<b>\$158,787.88</b>	<b>\$208,170.29</b>	<b>\$29,561.76</b>	<b>\$51,200.80</b>	<b>\$971,411.21</b>	<b>\$0.00</b>	<b>\$12,355.49</b>	<b>\$65,801.28</b>	<b>\$2,417,404.39</b>
Accrued Interest	\$265.46	\$398.03	\$114.50	\$150.11	\$21.32	\$36.92	\$700.47	\$0.00	\$8.91	\$47.45	\$1,743.16
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,224.01)	(\$1,224.01)
<b>Subtotal Expenditures</b>	<b>(\$28,539.62)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$134,129.64)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$5,270.00)</b>	<b>(\$167,939.26)</b>
Impact Fee Fund Balance June 30, 2022	\$339,861.97	\$552,377.58	\$158,902.38	\$74,190.76	\$29,583.08	\$51,237.72	\$972,111.68	\$0.00	\$12,364.40	\$59,354.72	\$2,249,984.28

**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, 2023 and ending June 30, 2024 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 16, 2023; 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, 2023 and ending June 30, 2024, is approved.

**ADOPTED THIS 6th DAY OF JUNE, 2023:**

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

**ATTEST:**

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

**RESOLUTION**

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

**WHEREAS**, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81, 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 2023 budgets as part of the fiscal year closing process, as actual figures for revenues and expenditures become available.

Adopted this 6th day of June, 2023

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

Attest:

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

***RESOLUTION***

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

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

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

Adopted this 6th day of June, 2023

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

Attest:

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



**AMENDMENT SUMMARY**  
**June 2023 Agenda**

1. **EMS 3610:** FY 2023 Proposed amendment to increase both budgeted revenues (33.1150) and expenditures (52.2240) by \$64,318. EMS received a UPL grant from the State to be applied to the R&M Service Agreement account. The amendment would result in neither an increase nor decrease in overall fund balance.
2. **EMS 3610:** FY 2023 Proposed amendment to increase both budgeted revenues (33.4150) and expenditures (52.2240) by \$6,894. EMS received a Trauma grant from the State to be applied to the R&M Service Agreement account. The amendment would result in neither an increase nor decrease in overall fund balance.
3. **Water 4446:** FY 2023 Proposed amendment to increase budgeted expenditures in one account by \$26,000 (54.2200) while decreasing budget expenditures in another account (54.2500) by the same amount. The Water department has \$31,607 remaining for vehicles in the current year budget. A much-needed F150 has been located at a local dealership. After factoring in unused budgeted funds, the transferred amount will take care of a shortage to purchase the vehicle. This amendment would result in neither an increase nor a decrease in overall fund balance.
4. **SPLOST IV 3300.19:** FY 2023 Proposed amendment to accept donation from the Judicial Council of Georgia for \$31,132.00 to reimburse Walton County for the cost of the x-ray scanner at the Government Building. This amendment would result in an increase in overall fund balance.



June 1, 2023

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

Reference: Walton County Public Safety  
Award of Component Guaranteed Maximum Price (CGMP) #2 Recommendation

Dear Mr. Thompson:

Please accept our recommendation to award Component Guaranteed Maximum Price (CGMP) #2 for trade contractor package award for the scope of work outlined in the attached letter from McCarthy + Barnsley.

Summary of Authorization:

Previously Authorized Services <i>(Preconstruction &amp; CGMP #1)</i>	\$1,886,253
CGMP #2 <i>(current authorization recommendation)</i>	\$57,811,001
Total Current Commitment	\$59,697,254

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.

The anticipated presentation of the GMP for approval will be at the July 2023 or August 2023 Board of Commissioners meeting. With this letter, CPS is requesting authority to issue a Notice to Proceed to start construction activities, which will be determined based on the date of approval of the overall project Guaranteed Maximum Price.

The subcontractor selection process utilized to develop CGMP #2 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 #2 to McCarthy + Barnsley.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Megan', with a long horizontal flourish extending to the right.

Megan Kocikowski  
Vice President

Enclosure: McCarthy + Barnsley letter and CGMP #2



May 31, 2023

Megan Kocikowski  
Comprehensive Program Services  
3368 Hardee Avenue  
Atlanta, Georgia 30341

RE: Walton County Public Safety Complex  
Component GMP No. 02 – Critical Trade Release

Dear Megan,

Please see the attached Component Guaranteed Maximum Price (CGMP) Proposal to release critical trade packages associated with long lead and critical path schedule items. 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
  - Concrete
  - Precast Structure
  - Detention Equipment & Security Electronics Contractor
  - Electrical Equipment
  - Earthwork
- Solicitation – Contact with subcontractors was provided as below:
  - Advertisement via Walton Tribune
  - Engagement and Solicitation via Building Connected solicitation software
- Documents made available to subcontractors:
  - WCPSC – Design Drawings dated 04.26.23
  - WCPSC – Preliminary Schedule
  - WCPSC – Geotechnical Report
  - RFI Responses
- Evaluation of RFP Responses were based on the following:
  - Firm’s Capabilities & Qualifications
  - Local Participation Plan
  - Lowest Qualified Bid





- Result of RFP for Critical Trade Packages 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 the project.

Concrete	McCarthy Self-Perform
Precast Structure	Metromont
Detention Equipment & Security Electronics	Pauly Jail Building Company
Electrical Equipment	West Georgia Electric
Earthwork	Brent Scarbrough & Company

Sincerely,  
 McCarthy Barnsley



Tyler Isgett  
 Director of Preconstruction

Cc: Rob Schulten, Steve Langdon, Beau Barth, Griffin Hall Precision Planning



**cGMP2 Release Summary**

**CGMP No. 02 Release Summary**

**Total cGMP2**

**TOTAL**

**Recommended Subcontractor**

BP#	ITEM OF WORK	Recommended Subcontractor	TOTAL
3A	Structural Concrete, Site Concrete, & C&G	McCarthy Building Companies	\$7,905,844
3B	Precast	Metromont	\$7,166,425
12A	Detention Equipment	Pauly Jail	\$22,940,400
26A	Electrical	West Georgia Electric	\$1,676,700
31A	Earthwork & Grading	Brent Scarbrough & Company	\$7,404,550
<b>Subtotal</b>			<b>\$ 47,093,919</b>
	Preconstruction Services		\$118,052
	General Conditions		\$2,523,670
	General Requirements		\$1,027,088
	Insurances		\$1,755,000
	Payment & Performance Bond		\$713,700
	Subguard	1.50%	\$706,409
	Construction Contingency (3.0%)	3.00%	\$1,734,330
	Fee (3.85%)	3.85%	\$2,138,833
<b>Construction Total</b>			<b>\$ 57,811,001</b>



cGMP Release Summary to Date

		cGMP Release Summary To Date				
BP#	ITEM OF WORK	Recommended Subcontractor	Preconstruction Release	CGMP No. 01 Design-Assist & Early Release	CGMP No. 02 Early Release Package	
			TOTAL	TOTAL	TOTAL	TOTAL
3A	Structural Concrete, Site Concrete, & C&G	McCarthy Building Companies	\$0	\$0	\$7,905,844	\$7,905,844
3B	Precast	Metromont	\$0	\$480,000	\$7,166,425	\$7,646,425
12A	Detention Equipment	Pauly Jail	\$0	\$83,000	\$22,940,400	\$23,023,400
26A	Electrical	West Georgia Electric	\$0	\$520,000	\$1,676,700	\$2,196,700
31A	Earthwork & Grading	Brent Scarbrough & Company	\$0	\$0	\$7,404,550	\$7,404,550
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 1,083,000</b>	<b>\$ 47,093,919</b>	<b>\$ 48,176,919</b>
Preconstruction Services			\$496,640	\$0	\$118,052	\$614,692
General Conditions			\$0	\$174,066	\$2,523,670	\$2,697,736
General Requirements			\$0	\$0	\$1,027,088	\$1,027,088
Insurances			\$0	\$16,870	\$1,755,000	\$1,771,870
Bond			\$0	\$7,754	\$713,700	\$721,454
Subguard			\$0	\$18,694	\$706,409	\$725,103
Construction Contingency (3.0%)			\$0	\$37,712	\$1,734,330	\$1,772,042
Fee (3.85%)			\$0	\$51,517	\$2,138,833	\$2,190,350
<b>Construction Total</b>			<b>\$ 496,640</b>	<b>\$ 1,389,613</b>	<b>\$ 57,811,001</b>	<b>\$ 59,697,254</b>



**Walton County  
Public Safety Complex**

Monroe, GA

May 31, 2023

**Work Package Variance to DD Budget**

BP#	ITEM OF WORK	Total Cost of Trades Budget Update 05.26.2023	Total Cost of Trades DD Estimate 07.20.2022	Variance
		TOTAL	TOTAL	TOTAL
3A	Structural Concrete, Site Concrete, & C&G	\$7,905,844	\$7,873,673	\$ 32,171
3B	Precast	\$7,646,425	\$7,010,810	\$ 635,615
12A	Detention Equipment	\$23,023,400	\$24,254,400	\$ (1,231,000)
26A	Electrical	\$10,207,250	\$9,701,620	\$ 505,630
31A	Earthwork & Grading	\$7,404,550	\$6,761,747	\$ 642,803
<b>Subtotal</b>		<b>\$ 56,187,469</b>	<b>\$ 55,602,250</b>	<b>\$ 585,219</b>



May 2, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, May 2, 2023 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, Planning Director Charna Parker, Finance Director Milton Cronheim, HR Director Melissia Rusk, Facilities Director Hank Shirley, 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.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:04 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

**ADOPTION OF AGENDA**

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

**PLANNING COMMISSION RECOMMENDATIONS**

Planning Director Charna Parker presented the Planning Commission recommendations.

Denial of CU23020018 - Outside Storage - Applicant: Michael Greenlee/Owner: Temur Jamshedi - Property located at Lance Ct. & Hwy. 20 - Map/Parcel C0070003A00 - District 2

Chairman Thompson opened the public hearing on the matter. Attorney Parker Morgan spoke on behalf of the applicant and stated that they had made arrangements with nearby property owners and Allen Bentley to help mitigate concerns. Temur Jamshedi also spoke in favor. Fred Beinki spoke in opposition concerning the unloading of vehicles on Lance Court and the decel lane on Hwy. 20. He further stated that it is an uncontrollable variable as to where the trailers unload which creates a safety issue. In rebuttal, Mr. Morgan stated that the plan met requirements for the conditional use permit and stated Allen Bentley’s property could be used for unloading and reserved the rights of the applicant. Chairman Thompson closed the public hearing on the matter.

*Motion: Commissioner Banks made a motion to approve with the following conditions: all loading and unloading to be on the property or Allen Bentley’s property. Commissioner Shelnett seconded the motion and all voted in favor.*

Approval of Z23020024 - Rezone 2.0 acres - 1 acre to R1 and 1 acre to B2 - Applicant: Farrukh Khan/Owner: Ricky Cobb - Property located at 206 HD Atha Road & Hwy. 78 - Map/Parcel C0750040A00 - District 3

Chairman Thompson opened the public hearing on the matter. Owner Ricky Cobb spoke in favor. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

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

## **FINANCE**

Finance Director Milton Cronheim presented the financial matters.

### Request to approve application for ARPA Grant - Judge Ken Wynne

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

### Presentation of Proposed FY24 Budget

The proposed budget has no increase in the millage rate and a .5 increase in the fire district millage rate.

**Motion:** *Commissioner Warren made a motion to adopt the presentation of the proposed FY24 budget. Commissioner Shelnuttt seconded the motion and all voted in favor.*

## **ADMINISTRATIVE CONSENT AGENDA**

1. Approval of April 4, 2023 Meeting Minutes
2. Contracts & Budgeted Purchases of \$5000 or Greater
3. Declaration of Surplus Property
4. Ratifications of Actions taken by WCWSA on April 11, 2023
5. DebtBook Software Agreement - Renewal
6. IGA – City of Loganville – Use of West Walton Park
7. Georgia DNR Laboratory Services Renewal – Water Department
8. MOU – GDOT and Water Dept. – Roundabout SR 81 & Ozora Church Road

**Motion:** *Commissioner Warren made a motion to approve the Administrative Consent Agenda. Commissioner Adams seconded the motion; voted and carried unanimously.*

## **RESOLUTIONS**

Resolution - Approving the execution and delivery of an Intergovernmental Contract with the Walton County Public Facilities Authority; to ratify certain actions previously taken by the County; to consent to the Authority taking certain actions; and for other purposes

**Motion:** *Commissioner Shelnuttt made a motion, seconded by Commissioner Banks to adopt the resolution. Chairman Thompson, Commissioners Warren, Banks, Shelnuttt, Adams and Dixon voted in favor. Commissioner Bradford abstained. The motion carried.*

**HUMAN RESOURCES**

HR Director Melissia Rusk presented the renewal.

2023 Benefits Renewal – MSI

Motion: Commissioner Dixon made a motion to approve the renewal as requested. Commissioner Adams seconded the motion. All voted in favor.

**CONTRACTS**

Ratification of acquisition of 192.98 acres from Bakers Farm Nature Reserve, LLC and Jack’s Creek Reserve, LLC for \$325,000 for the Public Safety Complex and transaction with The Atlantic Coast Conservancy, Inc. to remove the conservation easement from 80.251 acres for \$1,600,000

*Motion: Commissioner Banks made a motion to ratify and approve the acquisition. Commissioner Adams seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnut and Adams voted in favor. Commissioners Bradford and Dixon abstained. The motion carried.*

**ACCEPTANCE OF BIDS/PROPOSALS**

Social Circle Community Center Walking Trail - Hammond Grading, Inc. - \$64,170.00

*Motion: Commissioner Bradford made a motion, seconded by Commissioner Shelnut to approve the bid. All Commissioners voted in favor. Chairman Thompson stated he is not against the walking trail but knows the Hammonds so he would abstain from voting. The motion carried.*

**DISCUSSION**

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board. He also announced a called meeting of the Public Facilities Authority at 4:30 p.m. and a called Board Meeting at 5:00 p.m. on May 16<sup>th</sup>.

Chairman Thompson asked John Ward to look into the requirement of new subdivision roads needing to be 24 ft. in width and report back to the Board.

**PUBLIC COMMENT**

Lynn Jensen of 1680 Rivermist Drive, Monroe, addressed the Board with concerns of non-permitted businesses operating in the subdivision and non-conforming buildings being allowed to be built there. He requested that the County be more diligent in enforcing these issues.

**EXECUTIVE SESSION**

**Motion:** At 7:03 p.m., Commissioner Warren made a motion, seconded by Commissioner Shelnett to enter into Executive Session to discuss real estate matters. All voted in favor.

**Motion:** At 7:28 p.m., Commissioner Adams made a motion, seconded by Commissioner Bradford to return to regular session. All voted in favor. There were no votes taken in Executive Session.

**ADJOURNMENT**

**Motion:** Chairman Adams made a motion, seconded by Commissioner Bradford, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:28 p.m.

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

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DAVID G. THOMPSON, CHAIRMAN

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RHONDA HAWK, COUNTY CLERK



May 16, 2023

The Walton County Board of Commissioners held a special called meeting on Tuesday, May 16, 2023 at 5:00 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 (via telephone), Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Finance Director Milton Cronheim, Planning Director Charna Parker and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

**ADOPTION OF AGENDA**

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

**FINANCE**

Public Hearing - FY24 Budget.

**PRESENTATIONS**

Hard Labor Creek Reservoir Recreational Area Grant Application - Jeff Prine - Ascension Program Management

County Manager John Ward presented and explained the scope of the application.

**RESOLUTIONS**

Resolution - Pre-application Funding for HLCR Recreational Area (Land & Water Conservation Fund)

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

Resolution - Supplemental Resolution to approve the final terms for the Walton Co. Public Facilities Authority (Ga.) Revenue Bonds (Walton Co. Projects), Series 2023 and other related items

Chairman Thompson presented the resolution approving the terms for the revenue bonds. He stated that the bond will be for 36 million, 34 million for the park at Walnut Grove and 2 million

for maintenance at the Government Building and new roofs for several fire stations. The interest rate dropped to 3.05 due to the upgrade in our bond rating.

**Motion:** *Commissioner Warren made a motion to adopt the resolution. Commissioner Adams seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnut, Adams and Dixon voted in favor. Commissioner Bradford abstained. The motion carried 6-1.*

Resolution - Capital Improvements Element Transmittal - Impact Fee Program

**Motion:** *Commissioner Dixon made a motion, seconded by Commissioner Adams to approve the resolution. The motion carried unanimously.*

**ADJOURNMENT**

**Motion:** *Commissioner Adams made a motion, seconded by Chairman Thompson, to adjourn the meeting. The motion carried and the meeting was adjourned at 5:09 p.m.*

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

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

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

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

**Various**

	<b>Various</b>	Replenish Funds in Worker's Comp Trust - April 2023 - <b>For the Record</b>	Walton County BOC	<b>\$19,088.00</b>
	<b>100</b>	Premium for June 2023 - <b>For the Record</b>	One America	<b>\$31,532.51</b>

**Other Finance**

<b>9610</b>	<b>610</b>	Replenish Funds in Health Benefits Trust - <b>For the Record</b>	Walton County Health Benefits Trust	<b>\$500,000.00</b>
	<b>610</b>	Replenish Funds in Health Benefits Trust - <b>For the Record</b>	Walton County Health Benefits Trust	<b>\$500,000.00</b>

**Law**

1530	<b>100</b>	General Legal Fees and Additional Expenses - February 2023	Atkinson/Ferguson	<b>\$31,856.03</b>
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**Data Processing**

1535	<b>100</b>	gWorks Annual Renewal 1/01/2023 - 12/31/2023	gWorks	<b>\$5,968.00</b>
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**GIS**

1537	<b>100</b>	Consulting GIS/Mapping and Parcel Maintenance for April - June 2023	GIS1, LLC	<b>\$17,215.00</b>
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**Human Resources**

1540	<b>100</b>	Premium for June 2023 - <b>For the Record</b>	Anthem Blue Cross	<b>\$8,000.46</b>
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**Tax Assessor**

1552	<b>100</b>	Real Property Assessment Notice 2023	Governmental Systems, Inc	<b>\$44,966.53</b>
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**Risk Management**

1555    **100**            Fire Fighter Volunteer Policy Renewal for FY24            Apex Insurance Agency            **\$10,948.00**

**Judicial BLDG - SPLOST 2013**

1565.13    **322**            EHC-Drywall Frame (13), Solid Doors (13), Hinges (13)            Best line Doors            **\$6,830.63**

**Judicial BLDG - SPLOST 2019**

1565.19    **323**            Pickleball Court - Concrete            Atlanta's Best Concrete, Inc.            **\$49,565.00**

**Judicial BLDG**

1565    **100**            Advantage Behavioral Flooring            Britts Home Furnishings, Inc            **\$7,027.97**

**DA**

2200    **100**            Software Subscription Renewal            Cellebrite, Inc            **\$6,100.00**

**Victim Services**

2220    **250**            Newton's part of Salary on DA's VOCA Grant Oct-Dec 2022            Newton County BOC            **\$7,869.88**

**Juvenile**

2600    **100**            Indigent Defense - Weston Maffit            Law Office of Weston Maffit, LLC            **\$5,812.50**

**Public Defender**

2800    **100**            Narada Starks - 20CR - 1183-3 Serious Felony            Brett Mizerak            **\$7,500.00**  
           **100**            Charles Morgan - 22CR-0574-5 Serious Felony            Brett Mizerak            **\$7,500.00**  
           **100**            Patricia Prosser - 22CR-0780-1 Serious Felony            The C O Firm, LLC            **\$7,500.00**

**Jail**

3325    **100**            Monitoring and Activation for Ankle Monitoring - April 2023            Joe Ray Bonding            **\$8,463.00**  
           **100**            Office Supplies, Toner and Copy Paper            Minton-Jones CO.            **\$5,838.94**  
           **100**            Specialty Care Expense Overage for Inmate Medical            Correct Health            **\$51,095.85**  
           **100**            Inmate Meals for April 2023            Kimble's Food by Design            **\$66,708.12**  
           **100**            Purchased Multi Threat Vest (20) and Molle-Molle Carrier (20)            Public Safety Uniform & Supply GA            **\$20,240.00**  
           **100**            Medical Care            Piedmont Hospital            **\$5,535.67**



	100	Housed Out Inmates - April 2023	Washington BOC	\$58,465.00	
	100	Labor Variance - March 2023	Correct Health	\$100,208.81	
	100				
<b>Sheriff</b>					
	3300	100	Uniforms Purchased March & April 2023	Public Safety Uniform & Supply GA	\$5,763.33
		100	Paint Doors White on 2023 Ford Explorer (9 each for \$1,000)	Sky Collision-Monroe	\$9,000.00
<b>Fire Station BLDG</b>					
	3570.270	270	Fire Station #3 Roof Work	Dusty Greer Roofing, Inc	\$7,950.00
<b>EMS</b>					
	3610	531	Ambulance Billing - April 2023	Emergency Billing, LLC	\$19,163.05
		531	Misc. Medical Supplies	Bound Tree	\$8,000.00
		531	Misc. Medical Supplies	Henry Schein Inc	\$8,000.00
		531	Various Small Equipment - Suction, O2 Regulator, Jump Bags, Etc.	Bound Tree Medical	\$7,000.00
		531	PM Warranty	Stryker Medical	\$14,898.41
<b>E-911</b>					
	3800	215	Leather Black Headrest	Concept Seating Government, LLC	\$5,263.82
		215	Black Onyx Chairs (5)	Ergogenesis Workplace Solutions	\$7,542.74
<b>Roads &amp; Bridges - SPLOST 2019</b>					
	4220.19	323	Asphalt 2023 Splost Paving Project- Bullock Bridge Rd	ER Snell	\$199,837.50
		323	Asphalt 2023 Splost Paving Project- Maple Cove Subdivision	ER Snell	\$137,691.75
		323	General Engineering/Roundabout - Youth Jersey at Broadnax Mill	Precision Planning, Inc	\$15,012.10
		323	CRS-Tack (1565 gal) - 2023 SPLOST Paving Project	Garrett Paving	\$7,042.50
		323	CRS-Tack (1584 gal) - 2023 SPLOST Paving Project	Garrett Paving	\$6,732.00
<b>Hard Labor Creek</b>					
	4405	508	Professional Services - Bill thru April 30, 2023 - <b>For the Record</b>	Precision Planning	\$4,375.30
		508	Professional Services - April 1, 2023 thru April 30, 2023 - <b>For the Record</b>	Atkinson/Ferguson, LLC	\$840.00

	<b>508</b>	Hard Labor Creek O&M - <b>For the Record</b>	Precision Planning	<b>\$2,324.13</b>
<b>HLC Water Treatment Facility</b>				
4430	<b>504</b>	Professional Engineering Services - April 1, 2023 through April 28, 2023 - <b>For the Record</b>	Jacobs Engineering	<b>\$17,845.05</b>
	<b>504</b>	Professional Services - Bill thru April 30, 2023 - <b>For the Record</b>	Precision Planning	<b>\$38,301.25</b>
	<b>504</b>	Professional Services - April 1, 2023 through April 30, 2023 - <b>For the Record</b>	Atkinson/Ferguson	<b>\$1,386.00</b>
<b>Water</b>				
4446	<b>507</b>	Fuel	Stephen's Oil Co., Inc.	<b>\$6,401.57</b>
	<b>507</b>	Gasoline and Diesel	Stephen's Oil Co., Inc.	<b>\$5,439.70</b>
	<b>507</b>	Water Purchased and Water Testing	Cornish Creek Water Fund	<b>\$174,107.00</b>
	<b>507</b>	Outsourcing and Postage for Bills	Arista Information Systems, Inc	<b>\$10,179.49</b>
	<b>507</b>	Gasoline and Diesel - June	Stephen's Oil Co., Inc.	<b>\$10,000.00</b>
	<b>507</b>	Professional Engineering Services	Precision Planning	<b>\$6,986.81</b>
	<b>507</b>	Water used from Rosebud Rd	Gwinnett County Department of Water Resources	<b>\$31,980.54</b>
	<b>507</b>	Upgraded Meters	Delta Municipal Supply	<b>\$5,115.00</b>
	<b>507</b>	Exterior Blast of Sharon Tank	Utility Service Co., Inc.	<b>\$169,541.00</b>
	<b>507</b>	Resupply stock for Line Repairs	Consolidate dPipe & Supply Co., Inc	<b>\$29,256.00</b>
	<b>507</b>	Tank - Various Roads	Utility Service Co., Inc.	<b>\$11,174.83</b>
	<b>507</b>	Resupply Materials for Meter Installations	Utility Service Co., Inc.	<b>\$37,789.00</b>
	<b>507</b>	John Deere 331G Compact Track Loader with Pallet Fork	Dobbs Equipment Southeast	<b>\$64,600.00</b>
	<b>507</b>	Blanket for Meters	Delta Municipal Supply	<b>\$25,000.00</b>
	<b>507</b>	Unleaded Gasoline/ Diesel	Stephen's Oil Co., Inc.	<b>\$5,095.10</b>
<b>Water - ARPA Grant</b>				
4446.21	<b>507</b>	16" Pipe for Centerhill Project	Consolidated Pipe & Supply Co.	<b>\$153,651.10</b>
	<b>507</b>	12" Pipe for North Loop Project	Consolidated Pipe & Supply Co.	<b>\$48,125.00</b>
<b>Solid Waste</b>				
4530	<b>540</b>	Tipping Fees - April	City of Monroe Public Works	<b>\$20,864.26</b>
<b>Recyclables Operations</b>				
4550	<b>540</b>	Pinnacle Self Contained Compactor	FleetGenius of NC, Inc	<b>\$32,576.00</b>

	<b>540</b>	Concrete for Container Pads & Building Pads - Good Hope Recycling Center	Atlanta's Best Concrete	<b>\$19,000.00</b>	
<b>DFAC BLDG</b>					
	5461	<b>201</b>	Parking Lot Sealcoating & Restriping	Medders Sealcoating & Striping	<b>\$9,279.01</b>
<b>Parks and Rec - SPLOST 2019</b>					
	6220.19	<b>323</b>	Gravel for Parking Lot - Felker Park	Hanson Aggregates Southeast LLC	<b>\$6,290.00</b>
		<b>323</b>	Asphalt for Parking Lot - Felker Park	ER Snell Contractor	<b>\$11,925.00</b>
					<b>\$3,010,181.24</b>

# Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **June 6<sup>th</sup>, 2023**

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:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



**Walton County Miscellaneous Surplus**

Item 8.4.

Items released as County Surplus Property on 1st day of June, 2023.

<b>QTY</b>	<b>Dept. or ID #</b>	<b>Description (make/model/year if Applicable)</b>	<b>Serial / V.I.N.</b>
1	Public Works	Used Transfer Gear Box - Wrong Part Used 2 Years	50071276
2	Public Works	File Cabinets 42x66.5 in	
1	Public Works	Sharpe Adding Machine	
1	Public Works	Toaster Oven	
3	Probate	Office Chairs	
11	Sheriff's Office	Stinger DS Flashlights	
1	Sheriff's Office	Streamlight Ultra Flashlight	012825
1	Sheriff's Office	Stinger Flashlight	917801
2	Sheriff's Office	Stinger LED Flashlights	
1	Sheriff's Office	EO Tech Optic	A0408166
1	Sheriff's Office	EO Tech Optic	A0408234
1	Sheriff's Office	EO Tech Optic	A0369092
1	Sheriff's Office	EO Tech Optic	A0369089
1	Sheriff's Office	EO Tech Optic	A0408213
1	Sheriff's Office	EO Tech Optic	A0408171
1	Sheriff's Office	Nikon L11	30425435
1	Sheriff's Office	Nikon L28	31002592
1	Sheriff's Office	Nikon 53600	31021228
1	Sheriff's Office	Nikon 53600	30121232
1	Sheriff's Office	Sony Cyber Shot	548479
1	Sheriff's Office	Nikon L18	32302166
10	Sheriff's Office	Scorpion Micro PV	
81	Sheriff's Office	Used Gun Holsters	
32	Sheriff's Office	New Gun Holsters	





Derry M. Boyd  
Tax Commissioner

*Walton County Tax  
Commissioner*

GOVERNMENT BUILDING  
303 SOUTH HAMMOND DRIVE · SUITE 100  
MONROE, GEORGIA 30655

Telephone: (770) 266-1736  
Facsimile: (770) 267-1416

June 6, 2023

TO: Walton County Board of Commissioners  
RE: Uncollectable Property

Gentlemen,

The following list constitutes property that has been deemed uncollectable because no property has been found to levy against. Every effort has been made to collect or locate property which to levy against.

The FiFa's against these properties will be listed as **INSOLVENT** according to O.C.G.A. 48-5-129, pending your approval.

Regards,

Derry M. Boyd  
Tax Commissioner  
Ex-Officio Sheriff  
Walton County, GA

## Walton County Department Agenda Request

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Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **06/06/23**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Bullet Proof Vest**

Wording For Agenda: **Bullet proof vest grant open for applications**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Application open to apply**

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? **no**

Date forwarded to County Attorney:

Has the County Attorney review been completed?

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:





Tammy Kirk &lt;tkirk@co.walton.ga.us&gt;

## Bulletproof Vest Partnership (BVP) – FY 2023 Application Announcement

1 message

BVP Email Account &lt;ojp@public.govdelivery.com&gt;

Thu, Apr 27, 2023 at 10:04 AM

Reply-To: ojp@public.govdelivery.com

To: tkirk@co.walton.ga.us

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce that the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) Program application period is now open, beginning today, Thursday April 27, 2023. All applications must be submitted online at Patrick Leahy Bulletproof Vest Partnership: Login (usdoj.gov) by **6:00 pm eastern time on Monday, June 26, 2023.**

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the new BVP Fact Sheet for detailed information on the BVP Program. In addition, updated BVP Frequently Asked Questions (FAQs) can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/faqs>, and detailed guides and training materials for the BVP application process and the payment request process can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#hf3a1a>.

### FY 2023 BVP Program and Application Requirement Highlights

Detailed information can be found in the BVP FAQs.

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) Compliance Testing Program (CTP) and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the Mandatory Wear FAQs.
- **NEW DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD), which replaced the former BVP access control system in January 2023. DIAMD is a modern single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found at <https://justicegrants.usdoj.gov/noindex/general-entity-user-experience.pdf> and in the BVP FAQs.

- **System for Award Management (SAM) Registration Requirement:** An active registration in the System for Award Management (SAM) required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/help>. The SAM Helpdesk can be reached at (866) 606-8220.
- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2023 BVP funds:
  - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
  - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
  - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email [vests@usdoj.gov](mailto:vests@usdoj.gov).

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance ([ojp.gov](http://ojp.gov)). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: BJA VALOR INITIATIVE ([ojp.gov](http://ojp.gov)).

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://www.ojp.gov/program/bulletproof-vest-partnership>

# Walton County Department Agenda Request

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Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **06/06/23**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Inmate Housing agreement with Barrow County**

Wording For Agenda: **Agreement for Inmate housing with Barrow County**

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

\*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation: **This agreement is exactly like the one we have for Washington County.**

Additional Documentation Attached? **Copy of agreement**

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

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

Date forwarded to County Attorney: **05/15/23**

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

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

INMATE HOUSING AND JAIL REIMBURSEMENT CONTRACT

THIS AGREEMENT is made and entered into this 15 day of May 2023 between Barrow County, a political subdivision of the State of Georgia and its Sheriff, and Walton County Georgia, a political subdivision of the State of Georgia, and its Sheriff.

WHEREAS Barrow County and its Sheriff (collectively referred to from this point forward as "County") and Walton County and its Sheriff (collectively referred to from this point forward as "Providing County"), mutually agree to the following terms:

**HOUSING**

At the discretion of the Barrow County Sheriff, Chief Jailer, or their designee, Barrow will make its jail facility available to Providing County to house its prisoners to the extent that space and resources allow. In addition, Barrow County will provide regular maintenance services for all Providing County prisoners housed in the County's jail facility.

Ordinary prisoner's maintenance services shall be defined as those ordinary and relatively routine human needs common to all prisoners as defined by the Barrow County Sheriff Chief Jailer.

The Providing County will provide an arrest and booking report to the Barrow County Chief Jailer or his/her designee (by mail, email, or fax) for each Providing County inmate before the scheduled transfer. Any medication or pertinent medical information will be made available as well. Additionally, all inmate property will be separated and labeled with the inmate's name before transport to prevent lost or mixed property.

The Barrow County Sheriff or Chief Jailer has the right to refuse any prisoner who, in judgment, exhibits disruptive or volatile behavior that may jeopardize the safety and security of the Barrow County Jail. Behaviors may include but are not limited to self-harm, chronic non-compliance, aggressive acts towards staff and inmates, damage to the facility and its property, or any potentially infectious illness that may reasonably place other inmates and staff at risk.

**TRANSPORTATION AND DELIVERY OF PRISONERS**

Providing County will be responsible for all transportation of housed inmates.

**PER DIEM FEE**

Providing County shall pay fifty-five (\$55.00) dollars per day for the cost of offering routine maintenance services to each of its prisoners housed in the Barrow County Jail. In addition, if a Providing County inmate is booked into the Barrow County Jail and released within a twenty-four (24) hour period, a per diem fee will be accrued for one (1) day.

**MEDICAL SERVICES**

Providing County shall reimburse Barrow County for all medical services and medication provided by Barrow County to any Providing County inmate. Any medical treatment other than emergency medical care (including, but not limited to, prescription medications, treatment of specific conditions and illness) shall require prior notice to and approval by Providing County. Providing County may authorize treatment for the inmate or return the prisoner to its custody for appropriate evaluation and treatment. In the event of a medical emergency involving a Providing County inmate, prior notice and approval for treatment may not be feasible as these events are time sensitive. Barrow County will, however, notify Providing County of the medical emergency as soon as reasonably possible. The decision whether a medical condition requires emergency care shall be at the sole discretion of Barrow County's medical provider. Suppose a Providing County inmate receiving emergency medical care is transported to the emergency room or admitted to the hospital. In that case, it shall be the responsibility of the Providing County to arrange for personnel to relieve the Barrow County transport deputy and assume custody until the inmate is medically cleared to return to the Barrow County Jail. Providing County's reimbursement to Barrow County for "emergency health care" and "follow-up care" (as those terms are defined in O.C.G.A. 42-4-105) shall be no more than the applicable Georgia Medicaid rate for such emergency health care and follow-up care.

**INVOICES**

Barrow County shall keep an invoice including all Providing County inmates housed in the Barrow County Jail. The invoice will be made available to Providing County monthly and detail all Providing County inmates housed at the Barrow County Jail and the number of days each inmate was housed during the specified month.

**PAYMENT**

The per diem and reimbursement of expenses are due and payable to Barrow County thirty (30) days after Barrow County's invoice. Suppose the Providing County fails to make payment within thirty (30) days after the due date. In that case, all Providing County inmates housed by Barrow County will be returned to the Providing County facility.

**NOTICES**

Official notices, payments, and correspondence to Barrow County shall be delivered in person, transmitted by regular mail, or certified mail, and postage prepared to the County Board of Commissioners. Barrow County, Winder, Georgia.



**RECORDS AND AUDITS**

Barrow County agrees, upon request, to furnish Providing County or its agents all records of housing and maintenance of Providing County's prisoners in the county jail facility. Providing County shall have the right to audit all financial data of the fees and expenses charged to Providing County for the housing and maintenance of prisoners, which right shall survive the term of this Agreement. The Barrow County Sheriff or Chief Jailer shall maintain a record of each Providing County's prisoner, including the duration of confinement.

**MODIFICATION**


This Agreement may be changed at any time during its term of operation. Changes, modifications, and deletions shall only be effective if made in writing and signed by the appropriate authorities of each party.

**TERMINATION**

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination. In addition, Barrow County may terminate this agreement and refuse to accept Providing County's prisoners if Providing County fails to remit all monies due promptly.

**TERM**

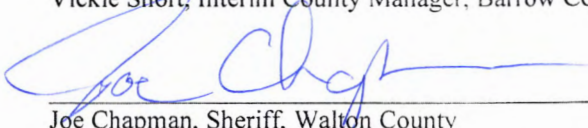
The term of this Agreement shall be one (1) year, effective immediately, and shall automatically renew annually for a maximum of four (4) consecutive one (1) year terms unless terminated per this agreement. After the fourth annual renewal, there shall be no further automatic renewals unless a new agreement is executed between the parties.

  
\_\_\_\_\_  
Jud Smith, Sheriff, Barrow County

5/15/2023  
Date

  
\_\_\_\_\_  
Vickie Short, Interim County Manager, Barrow County

5/15/2023  
Date

  
\_\_\_\_\_  
Joe Chapman, Sheriff, Walton County

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Thompson, Chairman, Walton County

\_\_\_\_\_  
Date

**Walton County Juvenile Court**

**CONTRACT FOR SERVICES  
(Subcontract)**

This contract is hereby made this 10th day of May 2023, between Alcovy Leadership and Character Development Program, LLC 741 Ridgeland Road, Bethlehem, Georgia 30620 , hereafter the “Contractor”, and Walton County, in the State of Georgia, hereafter referred to as the “Court”, sets forth the rights, understandings, and obligations by and between Contractor and the Court for the employment of Contractor by the Court at the Evening Reporting Center of the Juvenile Court of Walton County to provide services for eligible children.

**WITNESSETH**

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

The parties hereto do mutually agree as follows:

**A. DEFINITIONS**

As used herein:

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

**B. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

**C. NO BENEFITS**

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

**D. SERVICES**

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

**1. Referral**

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

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

**2. Payment**

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

- 1. Evening Reporting Center- 83 days/249 MPUs (Man Power Units). \$30.00 = 1 MPU  
ERC total = \$7470.00
- 2. Thinking For A Change- 83 classes at \$60.00 per class.  
T4AC total = \$4980.00
- 3. Community Service- 20 days = \$125.00 per supervisor. Two supervisors needed=  
\$250.00 a day.  
CS total = \$5000.00
- 4. ALCDP supervision/management = \$800.00 a month for twelve months.  
Supervision/management total = \$9600.00

Estimated cost of ALCDP programs/supervision and management for July 1, 2023 – June 30, 2024 will be twenty seven thousand, one hundred ninety dollars. \$27050.00.

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

**E EQUIPMENT AND TOOLS**

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

**F. MANNER AND LOCATION**

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

**G. ANY ADDITIONAL REQUIREMENTS**

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

**H. NOTICES**

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

**I. EFFECTIVE DATE AND TERMINATION**

This contract will be effective as of the date of signing by both parties and shall terminate on the 30<sup>th</sup> day of June, 2024. Either party hereto may terminate this contract at any time prior to the previously mentioned expiration date for cause. Such termination may be had upon thirty (30) days written notice to the other party. Payment may be obtained as provided herein for services actually rendered and received up to the date of termination

**J. STATE AND FEDERAL REGULATIONS**

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

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

**K INTEGRATION AND MODIFICATION**

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

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

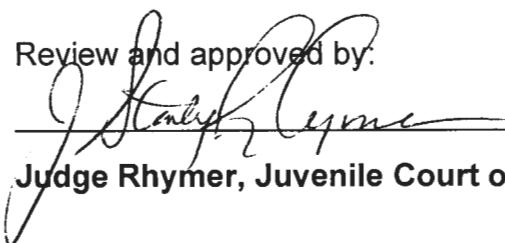
Time is of the essence of the contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

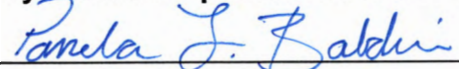
\_\_\_\_\_  
**David Thompson, Chairman Walton County, Georgia Board of Commissioners**

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

**Rhonda Hawk, County Clerk**

Review and approved by:  
  
\_\_\_\_\_  
**Judge Rhymer, Juvenile Court of Walton County**

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

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

**Pamela L. Baldwin**



## FAMILY CONNECTION FY 2024 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 2024 Family Connection contract (July 1, 2023, to June 30, 2024) 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](mailto: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 accepts digital signatures or an electronic signature, or you can sign and scan your contract. Email the signed contract to Linda Lunsford at [lunsford@gafcp.org](mailto:lunsford@gafcp.org).**
  - 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.
  - 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 1<sup>st</sup> 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 FY2024.
  - 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 2024 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.

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.

**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](mailto: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: Walton County Board of Commissioners (hereinafter the "Contractor")	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: County Government	

**Department Administrative Information**

DHS Contract #: 42700-93- Requisition #: N/A	Walton County Board of Commissioners
DHS (state) Financials Vendor ID #: 14673	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, 2023      Contract Expiration Date: June 30, 2024      Contract Fiscal Year: FY 2024

**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  
 404-527-7394  
 Fax: 404-527-7443

Georgia Department of Human Services  
 Attn: Pamela McBeth-Rowie  
 47 Trinity Avenue, SW, 2<sup>nd</sup> Floor  
 Atlanta, Georgia 30334  
 404-295-3774

**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**

**SECTION I**

**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:**

(104) 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:**

(105B) 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:**

(106A) 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:**

(107A) 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 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 #108 USE OF STATE VEHICLES:**

(110A) 03/07/18

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

**PARA #109 INDEPENDENT CONTRACTOR RELATIONSHIP:**

(111) 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 #110 CONFLICT OF INTEREST:**

(112B) 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 #111 CONTRACT MODIFICATION/ALTERATION:**

(113A) 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:**

(114) 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 TERMINATION:**

(115) 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 #114 COOPERATION IN TRANSITION OF SERVICES:**

(116) 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 #115 FORCE MAJEURE:**

(117) 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 #116 ACCESS TO RECORDS AND INVESTIGATION:**

(118) 04/01/13

- A. The State and Federal government and the Department shall have access to all 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 litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the 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 the 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 services 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 DOAS, 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, by any other paragraph of the RFP, or this Contract. If the 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 #117 COLLECTION OF AUDIT EXCEPTIONS:** (119A) 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 #118 DEPARTMENT APPROVAL OF SUBCONTRACTS:** (120A) 03/07/18

The decision to subcontract for services called for in this contract requires no prior approval by the Department. However, the Department requires that any subcontract for services specifies in this contract should be written and a copy made available for review upon request by the Department. 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 abides by all provisions of the contract and regulations applicable to subcontractors. 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. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement.

**PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:** (121) 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 #120 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 #121 PUBLICITY:** (125) 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 #122 DRUG-FREE WORKPLACE:** (127) 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 #123 PARTIES BOUND:** (128) 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 #124 COOPERATION WITH OTHER CONTRACTORS:** (129) 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 #125 CONTRACTOR ACCOUNTING REQUIREMENTS:** (130) 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 #126 TIME OF THE ESSENCE:** (131) 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 Annex attached and titled Scope of Services attached hereto and incorporated herein.

**PARA #127 SEVERABILITY:** (133) 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 #128 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING:** (134B) 03/07/08

- A. Pursuant to 31 U.S.C. § 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Contractor agrees that:

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as an Annex.
- (3) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
- (4) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
  - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

**B. Contractor further agrees that in accordance with the Federal appropriations act:**

- (1) No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- (2) No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

**C. Contractor further 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.**

**D. Penalties:**

- (1) Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
- (2) The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**PARA #129 CRIMINAL HISTORY INVESTIGATIONS:**

(135C) 03/10/22

- A. The Contractor agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this Contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of § 49-2-14 of the Official Code of Georgia, Annotated (O.C.G.A.). New staff/sub-contractors must have a successful criminal history fingerprint background check prior to service provision. Existing staff must have a successful criminal history fingerprint background check every five (5) years from the initial criminal background check. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Contractor must register with the Georgia Applicant Processing Services (GAPS) at [www.aps.gemalto.com/ga/index.htm](http://www.aps.gemalto.com/ga/index.htm) and follow the instructions provided at that 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. The Contractor further agrees to complete a criminal history report including fingerprint record checks of all Foster Parents, residential and group home staff from the National Crime Information Center (NCIC) and the Georgia Crime Information Center (GCIC). The Contractor must obtain satisfactory results of criminal history report before the placement of a child. If the Contractor's Foster Parent fails to successfully pass the criminal history check, such individual will not be qualified to perform any services under this contract. Further, Contractor agrees that if a child is placed in a foster home with Foster Parents for whom the Contractor has not received a satisfactory criminal history report, the Contractor will repay all amounts paid to the Contractor for the Room, Board and Watchful Oversight of the child during any such period when the Contractor had not received a satisfactory criminal history report for the foster parents and the Department may, in its discretion, withhold payments owed to the Contractor under this or any other Contract to recoup the amount paid to the Contractor during such period.
- D. Any adult (age 18 and over) residing permanently or temporarily in the home and having access to children must inform the approving agency of any criminal indictments or convictions. A criminal history check including GCIC and NCIC finger printing must be performed and the outcomes documented. Repeat criminal history check, including fingerprinting, is required at least every (5) years at the time of the Annual Re-evaluation for all current foster parents and adults (age 18 and over) residing in the home.
- E. Provisions of this paragraph of the Contract shall not apply to 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 to personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

**PARA #130 AIDS POLICY:**

(136) 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 #131 DEBARMENT:**

(137) 03/07/18

In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

**PARA #132 NON-SMOKING POLICY FOR CHILDREN'S SERVICES:**

(138) 03/07/18

The Contractor agrees to comply with the Pro-Children Act of 1994, Public Law 103-227 (codified at 20 U.S.C. §§ 6081-6084), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the Contractor.



**PARA #133 ASSIGNMENT AND MERGER:**

(139) 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.

**PARA #134 FUNDING:**

(140) 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.

**SECTION II SPECIAL TERMS AND CONDITIONS:**

**SECTION IIA**

**PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:**

(201) 04/01/13

**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 in annex titled Plan Summary.
2. To deliver services at sites as described in annex titled Plan Summary.
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 in annexes titled Quarterly Expenditure Report and Quarterly Narrative Report.

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.
3. Ensure facilitators are available to assist Family Connection collaboratives.

**PARA #202 PROPERTY MANAGEMENT REQUIREMENTS:**

(202B) 03/07/18

- A. The Contractor agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received from the Department during the term of this Contract. Property records shall be maintained accurately and shall include:
- (1) A description of the property;
  - (2) Manufacturer's serial number, model number, national stock number, or other identification number;
  - (3) Source of the property including Federal program name;
  - (4) Acquisition date (or date received, if the property was furnished by the Department) and cost;
  - (5) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired;
  - (6) Location, use, and condition of the property and the date the information was reported;
  - (7) Unit acquisition cost;
  - (8) Property decal number;
  - (9) Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior Departmental written approval.
  - (10) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Contractor shall promptly notify the Department.
- B. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- C. Upon termination of any service program included in this Contract, or 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 the 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.
  - (2) Upon notification by the OFSS Asset Management Unit, the Contractor agrees to transport the State property to the designated State surplus facility. Expenses incurred by the Contractor in transporting this equipment may be charged to the terminated Contract.
- The Division Property Coordinator will confirm, by written notification to OFSS, that all surplus property listed on the completed Property form has received proper disposition.
- D. The Contractor agrees that this equipment cannot be transferred or otherwise disposed of without written Departmental approval.
- E. Should the Contractor elect to maintain property records on State property system, the Contractor agrees to follow procedures outlined in the DHS Property Management Manual.

**SECTION III:**

**SECTION III**

**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

(301C) 3/10/16

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) 3/07/18

- A. The budget attached to this contract in the annex titled Quarterly Expenditure Report and 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):

Deduction Alternative                       Additional Cost Alternative  
 Cost Sharing or Matching Alternative         No Fee or Program Income Authorized

**PARA #303 BUDGET LIMITATION:**

(303A) 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) 4/01/16

The Contractor agrees to submit a quarterly programmatic/performance statistical 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 in the annex titled Quarterly Narrative Report. 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 in the annex titled Quarterly Sub-Contractor Report.

**PARA #305 EXPENDITURE REPORT SUBMISSION:**

(305A) 3/10/16

The Contractor agrees to submit a quarterly expenditure report no 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 45 days following this Contract termination date. Any reimbursement request submitted after said 45 days will not be paid by the Department. The report form to be used is attached to this Contract in annex titled Quarterly Expenditure Report.

**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 in the annex titled Business Associate Agreement, 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 the annex 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 the annex 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  
 47 Trinity Avenue, SW, 2<sup>nd</sup> Floor  
 Atlanta, Georgia 30334  
 Or email to [dhs.financialreviews@dhs.ga.gov](mailto: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:**

(404) 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 2024
- Annex A - Part 4 FY 2024 Budget Proposal
- Annex B - Part 1 Contract Budget and Cumulative Expenditure Report FY 2024
- Annex B - Part 2 Quarterly Subcontractor Report
- Annex C - Part 1 Family Connection Quarterly Narrative Report
- Annex C - Part 2 Status Report FY 2024 Plan of Action
- Annex D 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**

\_\_\_\_\_  
**Matthew Krull**  
**Deputy Chief of Staff**

\_\_\_\_\_  
Date signed by the Department

**Family Connection  
CONTRACT COVER PAGE**

**FY 2024 Annual Plan**  
(July 01, 2023 - June 30, 2024)

**County:**

**Region:**

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

<b>Coordinator or Contact Person:</b>	<b>Collaborative Chairperson:</b>
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

Legal Name of Fiscal Agent Entity

Federal Identification Number of Fiscal Agent  
(Required)

Fiscal Agent's Fiscal Year End  
Month & Day



## Family Connection PLAN SUMMARY for FY 2024

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:** Decrease Risky Behaviors

**Indicator**

Students who graduate from high school on time [CS5]

Children absent more than 15 days from school [CS1]

Crime rate, other crimes (burglaries, etc.), age 17 or older (per 1,000) [SC7b]

Youth ATOD use [LD3]

**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 in Middle School and High School.

**Outcome:** Increase Family Stability

**Indicator**

Children whose parents lack secure employment [SF4]

Families, with children, with annual incomes less than 150% of the federal poverty threshold [SC5]

Other [LD10] Increase access to food and support services

Other [LD10] Increased knowledge of trauma awareness

Other [LD10] Increase knowledge of homelessness

**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 FY24**

County: Walton

Expense Type	Family Connection Budget Allocation	Description of Expenses		
<b>Personal Services</b>	\$30000	<b>Position Title</b>		<b>Cost</b>
		Executive Director, planning, evaluation and facilitation for the Collaborative		\$30,000.00
<b>Regular Operating</b>	\$12620	<b>List of expenses</b>		<b>Total Cost</b>
		Office supplies including; ink cartridges, copy paper, letterhead, notebooks, file covers, envelopes, pens, flipcharts and training curriculums (5220.00), Registration for Conferences (2000.00), Insurance for Board (1400.00), Postage (500.00), Rental Space for events (2000.00), Advertising (1000.00), Software (500.00)		\$12,620.00
<b>Travel</b>	\$2500	<b>List of expenses</b>		<b>Total Cost</b>
		Travel for meetings, conferences and collaborative related activities		\$2,500.00
<b>Equipment</b>	\$0	<b>Equipment</b>		<b>Cost</b>
<b>Per Diem, Fees &amp; Contracts</b>	\$6500	<b>Legal Name of Contractor</b>	<b>Description of Services/Deliverables</b>	<b>Cost</b>
		Tishia Fenn	Provides direction needed for 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
<b>Tele-communications</b>	\$880	<b>List of expenses</b>		<b>Total Cost</b>
		Telephone Online Fax (280.00) Cell Phone Employee (600.00)		\$880.00
<b>Other</b>	\$0	<b>List of expenses</b>		<b>Total Cost</b>
				\$0.00
<b>TOTAL</b>	<b>\$52500</b>			

## Quarterly Expenditure Report FY24

<b>County:</b> Walton	<b>Contract #:</b>
<b>Fiscal Agent:</b> Walton County Board of Commissioners	<b>Quarter #:</b>

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	12620				
Travel (staff)	2500				
Equipment	0				
Per Diem, Fees & Contracts	6500				
Telecommunications	880				
Other:	0				
<b>TOTAL</b>	<b>\$52,500</b>				

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: \_\_\_\_\_

<b>For Office Use Only:</b> 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 FY24

<b>County:</b> Walton	<b>Contract #:</b>
<b>Fiscal Agent:</b> Walton County Board of Commissioners	<b>Quarter #:</b>

- 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
<b>Total Amount Expended this Quarter for all subcontractors/vendors</b> <i>(Note: This amount should equal the requested reimbursement amount in Per Diem Fees &amp; 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 FY24

<b>County:</b> Walton	<b>Contract #:</b>
<b>Fiscal Agent:</b> Walton County Board of Commissioners	<b>Quarter #:</b>
	<b>Date:</b>

Strategy Implementation
<b>Strategy 1</b>
<b>Strategy 2</b>
<b>Strategy 3</b>
<b>Strategy 4</b>
<b>Strategy 5</b>

\_\_\_\_\_  
Collaborative Chairperson Signature

\_\_\_\_\_  
Collaborative Coordinator Signature

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

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

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

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

<b>For Office Use Only:</b> <b>Date Received at Georgia Family Connection Partnership</b> _____ <b>Initials</b> _____
--

# Family Connection Status Report FY 2024 Plan of Action (if Required)

<b>County:</b> Walton	<b>Contract #:</b>
<b>Fiscal Agent:</b> Walton County Board of Commissioners	<b>Quarter #:</b>
	<b>Date:</b>

This is to verify that the development of the FY 2024 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.**

<b>For Office Use Only:</b>	
<b>Date Received at Family Connection Partnership</b> _____	<b>Initials</b> _____



**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](mailto:privacy@dhs.ga.gov)  
404-463-0363  
  
Shirlan C. Johnson  
DHS Chief Information Security Officer  
[shirlan.johnson@dhs.ga.gov](mailto:shirlan.johnson@dhs.ga.gov)  
404-655-8371
  - B. At Contractor: Milton Cronheim  
Walton County Board of Commissioners  
Chief Financial Officer  
[milton.cronheim@co.walton.ga.us](mailto:milton.cronheim@co.walton.ga.us)  
770-267-1964
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](mailto:privacy@dhs.ga.gov) and [shirlan.johnson@dhs.ga.gov](mailto:shirlan.johnson@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](mailto: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: 47 Trinity Avenue, SW, 2<sup>nd</sup> Floor  
Atlanta, GA 30334



Environmental & Natural Resources  
241 Ralph McGill Boulevard  
Bin 10151  
Atlanta, GA 30308-3374

May 16, 2023

**RE: SOCIAL CIRCLE – R0262-ATL, RECLOSER AL4349 (WALTON COUNTY) DISTRIBUTION LINE  
LIMS: 2023030207**

Dear Property Owner,

Georgia Power Company (“GPC”) is working on a tree trim/clearing project to increase service reliability in your area. As you may already know, during inclement weather, trees and limbs located too close to power lines can fall into the lines, resulting in flickering lights, power outages or even property damage. To help GPC continue providing safe and reliable service to residents and businesses in your area, we would like to acquire a tree trim/clearing easement on your property located at **573 Fairplay Dr, 550 Fairplay Dr and Fairplay Dr (tax parcel ID #SC130041)** which easement will be approximately **1017** linear feet in length.

The easement we seek will grant GPC permission to trim, cut, or remove all trees and other obstructions located within twenty (20) feet of the centerline of the existing overhead electric transmission, distribution and/or communication lines of the company, known as Easement Area. In addition, the easement will allow GPC to trim, cut, or remove any branches that overhang into the Easement Area even if the tree itself is located outside of the Easement Area.

Even if you do not have trees or other obstructions located within the Easement Area, GPC would still like to acquire an easement from you so it can keep the Easement Area clear and free from obstructions well into the future.

This is a voluntary project, and you are not obligated to participate. However, GPC is willing to compensate you for the rights it seeks, with the amount to be based upon the length of the easement.

Enclosed for your review please find a copy of the form of easement GPC is seeking, along with a map of the Easement Area that will be attached as Exhibit A to the easement document.

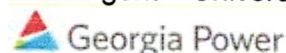
Time is of the essence for this project, so if you would like to participate, please contact me at your earliest opportunity with any questions, concerns or to schedule a meeting. If you’re unable to meet in person, for your convenience I have also included all the necessary documents needed to fully execute an easement, to be returned in the self-addressed envelope.

If you are not interested in participating and would like to end any future communication regarding this matter, please do not hesitate to let me know. My contact information is listed below.

I look forward to hearing from you!

Best regards,

Brandi Howard  
Land Agent – Universal Field Services Contractor



404-867-7494

X2BRAHOW@southernco.com



After recording, return to:  
 Georgia Power Company  
 Attn: Land Acquisition (Recording)  
 241 Ralph McGill Blvd NE  
 Bin 10151  
 Atlanta, GA 30308-3374

-----  
 PROJECT 2023030207      LETTER FILE      DEED FILE      MAP FILE  
 ACCOUNT NUMBER      11051327-GPC9596-0-12.02.01  
 NAME OF LINE/PROJECT: SOCIAL CIRCLE R0262-ATL, RECLOSER AL4349 (WALTON COUNTY) DL  
 PARCEL NUMBER 040  
 -----

STATE OF GEORGIA  
 WALTON COUNTY

**DISTRIBUTION TREE TRIM / CLEARING EASEMENT**

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, WALTON COUNTY BOARD OF COMMISSIONERS (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 303 South Hammond Drive, Suite 330, Monroe, GA 30655, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to cut, trim, remove, clear and keep clear any and all trees and other obstructions located on the Easement Area (as defined below), as well as the right, privilege and easement to cut, trim and/or remove any trees which now or may hereafter endanger the electric transmission and/or distribution lines and/or communication lines of the Company, its successors and assigns now constructed or which may hereafter be constructed on or adjacent to the Property (as defined below) and the right of ingress and egress over the Property to and from the Easement Area in connection therewith.

The "Property" is defined as that certain tract of land owned by the Undersigned at 573 FAIRPLAY DRIVE, SOCIAL CIRCLE, GA 30025 (Tax Parcel ID No. SC130040) in the 418 GMD (Georgia Militia District) of Walton County, Georgia.

The "Easement Area" is defined as the portion of the Property located within twenty (20) feet of the centerline of the existing overhead of the existing electric transmission, distribution and/or communication lines of the Company, such Easement area being more particularly shown on "Exhibit A" attached hereto and made a part hereof.

[Signature(s) on Following Page(s)]



# Georgia Power Company

# Exhibit A

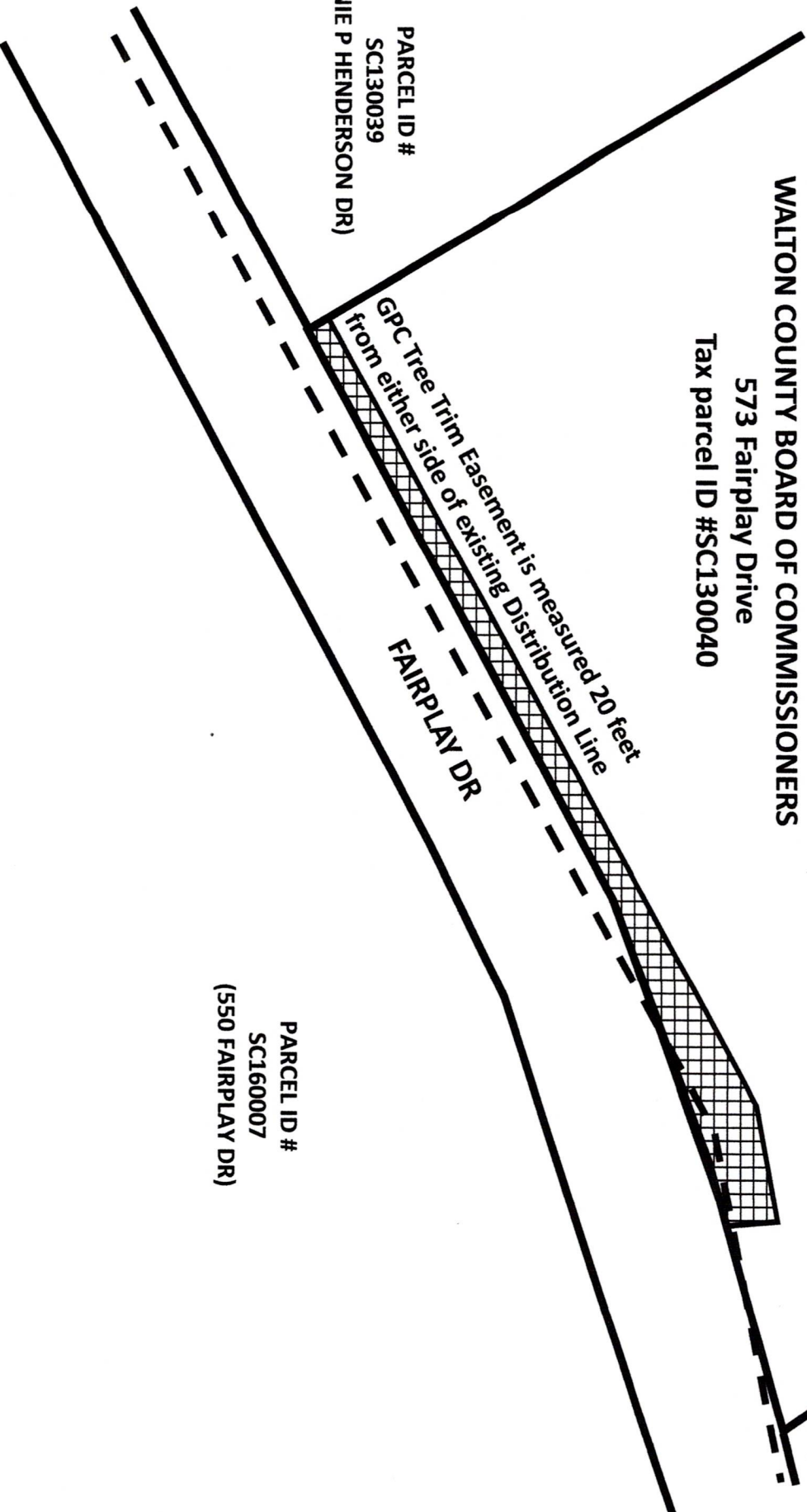
Not to Scale



040  
WALTON COUNTY BOARD OF COMMISSIONERS  
573 Fairplay Drive  
Tax parcel ID #SC130040

PARCEL ID #  
SC130039  
(ANNIE P HENDERSON DR)

PARCEL ID #  
SC160007  
(550 FAIRPLAY DR)



## LEGEND

- - - Existing GPC Distribution Line
-  GPC Tree Trim Easement

LIMS: 2023030207

PARCEL: 040

PROJECT: SOCIAL CIRCLE – R0262-ATL, RECLOSER AL4349 (WALTON COUNTY) DL

**Payment Request Form**

Owner Name: WALTON COUNTY BOARD OF COMMISSIONERS

LIMS Project & Parcel: 2023030207-040

Agent Name: BRANDI HOWARD

Payment Amount: \$3864

Verified By: ELIZABETH CLAYTON

**Payment Options (Select one – Check or Zelle)**

- Check**  
 Payable To: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Phone No: \_\_\_\_\_  
 E-mail Address \_\_\_\_\_
- Zelle Electronic Payment** (*In addition to above items*, owner must select **one** of the following.)  
 E-mail Address: \_\_\_\_\_  
 Or  
 U.S. Mobile No: \_\_\_\_\_

By selecting one of the above options, I hereby authorize payment by the chosen method.

- By selecting the first option, I understand that a paper check will be processed and delivered by Federal Express to me at the street address provided within 2-4 weeks.
- By selecting the second option, I understand that a notification message will be sent via e-mail or text message to my e-mail address or U. S. mobile phone number with instructions for completing the electronic payment process from Bank of America to my bank account. This should be processed within 2-4 business days. Further, if my e-mail address or U.S. mobile number is not currently enrolled with the Zelle payment system, I understand that I am responsible for associating the provided notification method with my bank account by following the instructions in the notification message and/or contacting my bank for assistance.

Prior to processing payments of \$600.00 or more, I also understand that I must complete an IRS-required Form W-9 to collect information which Southern Company will report according to law.

Owner's Signature: \_\_\_\_\_

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



After recording, return to:  
 Georgia Power Company  
 Attn: Land Acquisition (Recording)  
 241 Ralph McGill Blvd NE  
 Bin 10151  
 Atlanta, GA 30308-3374

-----  
 PROJECT 2023030207      LETTER FILE      DEED FILE      MAP FILE  
 ACCOUNT NUMBER    11051327-GPC9596-0-12.02.01  
 NAME OF LINE/PROJECT: SOCIAL CIRCLE R0262-ATL, RECLOSER AL4349 (WALTON COUNTY) DL  
 PARCEL NUMBER 041  
 -----

STATE OF GA  
 WALTON COUNTY

**DISTRIBUTION TREE TRIM / CLEARING EASEMENT**

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, WALTON COUNTY (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO Box 585, Monroe, GA 30655, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to cut, trim, remove, clear and keep clear any and all trees and other obstructions located on the Easement Area (as defined below), as well as the right, privilege and easement to cut, trim and/or remove any trees which now or may hereafter endanger the electric transmission and/or distribution lines and/or communication lines of the Company, its successors and assigns now constructed or which may hereafter be constructed on or adjacent to the Property (as defined below) and the right of ingress and egress over the Property to and from the Easement Area in connection therewith.

The "Property" is defined as that certain tract of land owned by the Undersigned at 550 FAIRPLAY DRIVE, SOCIAL CIRCLE, GA 30025 (Tax Parcel ID No. SC160007) in Land Lot 81 of the 1 District of Walton County, Georgia.

The "Easement Area" is defined as the portion of the Property located within twenty (20) feet of the centerline of the existing overhead of the existing electric transmission, distribution and/or communication lines of the Company, such Easement area being more particularly shown on "Exhibit A" attached hereto and made a part hereof.

[Signature(s) on Following Page(s)]

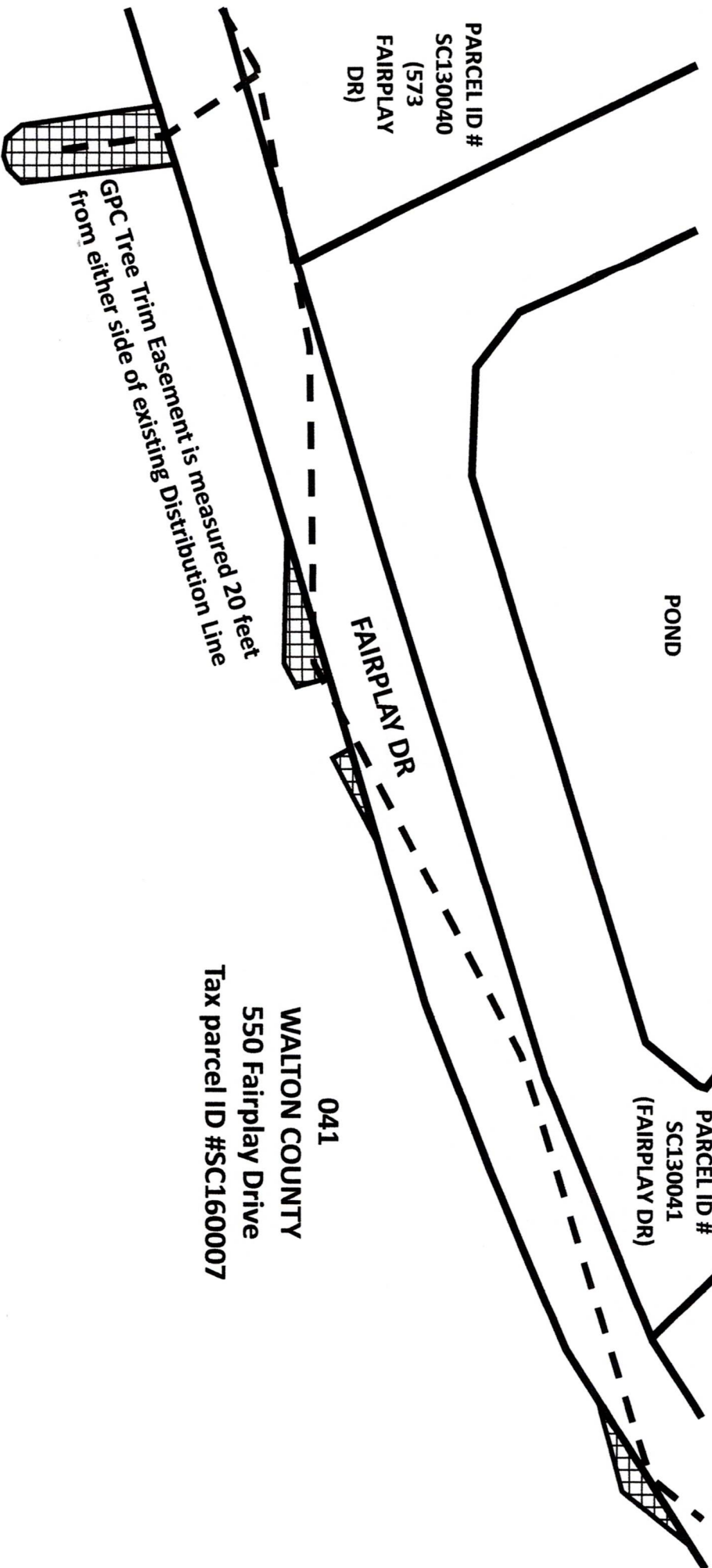




# Georgia Power Company

# Exhibit A

Not to Scale



## LEGEND

-  Existing GPC Distribution Line
-  GPC Tree Trim Easement

LIMS: 2023030207

PARCEL: 041

PROJECT: SOCIAL CIRCLE – R0262-ATL, RECLOSER AL4349 (WALTON COUNTY) DL

### Payment Request Form

Owner Name: WALTON COUNTY

LIMS Project & Parcel: 2023030207-041

Agent Name: BRANDI HOWARD

Payment Amount: \$3120

Verified By: ELIZABETH CLAYTON

#### Payment Options (Select one – Check or Zelle)

- Check**  
 Payable To: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Phone No: \_\_\_\_\_  
 E-mail Address \_\_\_\_\_
  
- Zelle Electronic Payment** (*In addition to above items*, owner must select **one** of the following.)  
 E-mail Address: \_\_\_\_\_  
 Or  
 U.S. Mobile No: \_\_\_\_\_

By selecting one of the above options, I hereby authorize payment by the chosen method.

- By selecting the first option, I understand that a paper check will be processed and delivered by Federal Express to me at the street address provided within 2-4 weeks.
- By selecting the second option, I understand that a notification message will be sent via e-mail or text message to my e-mail address or U. S. mobile phone number with instructions for completing the electronic payment process from Bank of America to my bank account. This should be processed within 2-4 business days. Further, if my e-mail address or U.S. mobile number is not currently enrolled with the Zelle payment system, I understand that I am responsible for associating the provided notification method with my bank account by following the instructions in the notification message and/or contacting my bank for assistance.

Prior to processing payments of \$600.00 or more, I also understand that I must complete an IRS-required Form W-9 to collect information which Southern Company will report according to law.

Owner's Signature: \_\_\_\_\_

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

After recording, return to:  
 Georgia Power Company  
 Attn: Land Acquisition (Recording)  
 241 Ralph McGill Blvd NE  
 Bin 10151  
 Atlanta, GA 30308-3374

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 PROJECT 2023030207      LETTER FILE      DEED FILE      MAP FILE  
 ACCOUNT NUMBER      11051327-GPC9596-0-12.02.01  
 NAME OF LINE/PROJECT: SOCIAL CIRCLE R0262-ATL, RECLOSER AL4349 (WALTON COUNTY) DL  
 PARCEL NUMBER 042  
 -----

STATE OF GEORGIA  
 WALTON COUNTY

**DISTRIBUTION TREE TRIM / CLEARING EASEMENT**

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, WALTON COUNTY, GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 303 South Hammond Drive, Suite 330, Monroe, GA 30655, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to cut, trim, remove, clear and keep clear any and all trees and other obstructions located on the Easement Area (as defined below), as well as the right, privilege and easement to cut, trim and/or remove any trees which now or may hereafter endanger the electric transmission and/or distribution lines and/or communication lines of the Company, its successors and assigns now constructed or which may hereafter be constructed on or adjacent to the Property (as defined below) and the right of ingress and egress over the Property to and from the Easement Area in connection therewith.

The "Property" is defined as that certain tract of land owned by the Undersigned at FAIRPLAY DRIVE, SOCIAL CIRCLE, GA 30025 (Tax Parcel ID No. SC130041) in the 418 GMD (Georgia Militia District) of Walton County, Georgia.

The "Easement Area" is defined as the portion of the Property located within twenty (20) feet of the centerline of the existing overhead of the existing electric transmission, distribution and/or communication lines of the Company, such Easement area being more particularly shown on "Exhibit A" attached hereto and made a part hereof.

[Signature(s) on Following Page(s)]





# Georgia Power Company

# Exhibit A

Not to Scale

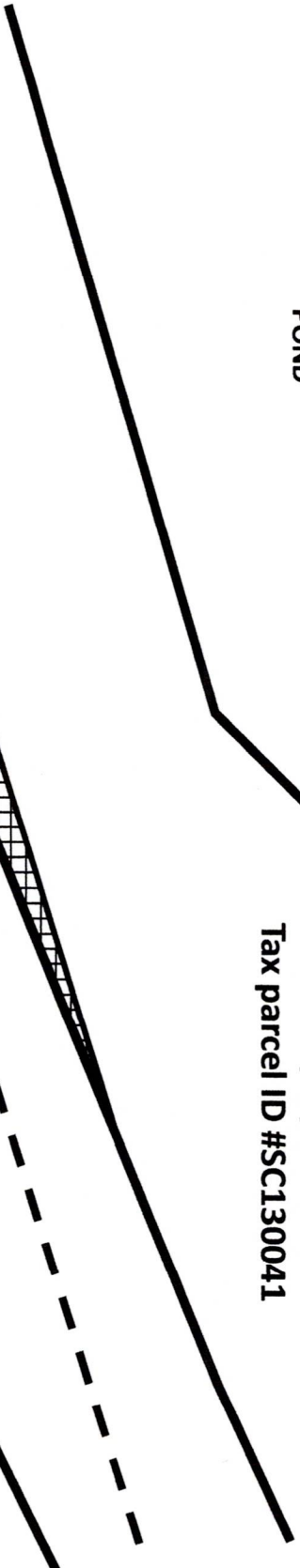
042

WALTON COUNTY, GEORGIA

Fairplay Drive

Tax parcel ID #SC130041

POND



GPC Tree Trim Easement is measured 20 feet from either side of existing Distribution Line

FAIRPLAY DR

PARCEL ID #  
SC160007  
(550 FAIRPLAY DR)

## LEGEND

- - - Existing GPC Distribution Line
- [Hatched Box] GPC Tree Trim Easement

LIMS: 2023030207

PARCEL: 042

PROJECT: SOCIAL CIRCLE – R0262-ATL, RECLOSER AL4349 (WALTON COUNTY) DL



**Payment Request Form**

Owner Name: WALTON COUNTY, GEORGIA

LIMS Project & Parcel: 2023030207-042

Agent Name: BRANDI HOWARD

Payment Amount: \$1152

Verified By: ELIZABETH CLAYTON

**Payment Options (Select one – Check or Zelle)**

**Check**

Payable To: \_\_\_\_\_

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

City, State & Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Zelle Electronic Payment** (*In addition to above items*, owner must select **one** of the following.)

E-mail Address: \_\_\_\_\_

Or

U.S. Mobile No: \_\_\_\_\_

By selecting one of the above options, I hereby authorize payment by the chosen method.

- By selecting the first option, I understand that a paper check will be processed and delivered by Federal Express to me at the street address provided within 2-4 weeks.
- By selecting the second option, I understand that a notification message will be sent via e-mail or text message to my e-mail address or U. S. mobile phone number with instructions for completing the electronic payment process from Bank of America to my bank account. This should be processed within 2-4 business days. Further, if my e-mail address or U.S. mobile number is not currently enrolled with the Zelle payment system, I understand that I am responsible for associating the provided notification method with my bank account by following the instructions in the notification message and/or contacting my bank for assistance.

Prior to processing payments of \$600.00 or more, I also understand that I must complete an IRS-required Form W-9 to collect information which Southern Company will report according to law.

Owner's Signature: \_\_\_\_\_

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



Fax completed form to:  
Fax number:

or mail to: Georgia Power Company  
Land Department Bin 10151 Attention: WES SINGLETARY  
241 Ralph McGill Blvd.  
Atlanta, Ga. 30308-3373

Office Use Only:

Name of Line: _____		
Project Number: _____	Parcel Number: _____	Account Number: _____
Letter File: _____	Deed File: _____	Map File: _____
Seller Name: _____		
Closing Agent: _____	Closing Date: _____	Tax APN: _____
Check Number: _____	Gross Proceeds: _____	
Legal-Land Lot: _____	District: _____	County: _____

**Instructions for U.S. Tax Persons:** As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal law requirements, we need certain information from you. Please complete the information requested below and return the form to the Georgia Power Land Acquisition Agent or to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you.

**Part 1 Tax Status**

**Instructions:** Check ONE box only and provide your complete name and Taxpayer Identification Number

**U.S. Resident Individual:**

Individual's Name	Individual's Social Security Number
	-- --

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.

**U.S. Sole Proprietor:**

Business Owner's Name	Owner's Social Security Number
	-- --
Business or Trade Name:	Or Employer's Identification Number
	--

A partnership may have a "doing business as" trade name, but the legal name is the list of the names of the partners.

**U.S. Partnership, Limited Liability Co. (LLC), Trust or Estate:**

Name of Partnership/ LLC/ Trust/Estate (As shown on your tax forms)	Employer Identification Number
	--
Partnership's Legal Name (Name of first partner):	

A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.

If an LLC electing corporate status for U.S. tax purposes, please attach a copy of you U.S. tax election on IRS Form 8832, Entity Classification Election

**U.S. Corporation, Tax Exempt Org, Federal, State or Local Gov't. Agency:**

Name of Corporation or Entity	Employer identification Number
	--

**Part 2 Exemption** If exempt from 1099 reporting, circle your qualifying exemption reason below.

1. Corporation
2. Tax Exempt Charity under 501(a), or IRA
3. The United States or any of its agencies or instrumentalities
4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
5. A foreign government or any of its political subdivisions
6. Other \_\_\_\_\_

**Under penalties of perjury, my signature certifies that:**

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien). The IRS defines a U.S. person as a) U.S. citizen, b) an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia, or c) a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at [www.irs.gov](http://www.irs.gov).)

If you are a foreign person, do not complete this Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Signature	Name (Typed or Printed)	Title
Date	(____) _____ Home Phone Number	(____) _____ Cell/Work Phone Number
Address	City	State ZIP



# ***DEBRIS MANAGEMENT PLAN***

*Walton County*

Effective Date: June 2023

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## **I. PURPOSE**

The purpose of the Debris Management Plan is to establish a framework to facilitate the proper management of debris generated by natural disasters within Walton County Georgia. The goal is to facilitate a reasonable, efficient, and prompt recovery from such disasters, which protects human health and safety, and the quality of valuable natural resources and the environment. The Debris Management Plan adheres to the mission of the Georgia Department of Environmental Protection to protect and enhance Georgia's environment.

## **II. SITUATION AND ASSUMPTIONS**

- A. Debris.** Natural and man-made disasters create a variety of debris that includes, but not limited to such things as trees, sand, gravel, building/construction materials, vehicles, personal property, etc. The type and quantity of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity. The type and quantity of debris generated, its location, and size of the area over which it is dispersed, directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed. Safe, proper and timely management of debris is an essential component of an emergency response or disaster incident. It is important that disaster debris be properly managed so as to protect human health, comply with regulations, conserve disposal capacity, reduce injuries, and minimize/prevent environmental and/or historical preservation impacts.
- B. Private Contractors and Waste Management.** In a major or catastrophic disaster, Walton County may have difficulty locating staff, equipment, and funds to devote to debris removal, both short term and long term. Private contractors may play a significant role in the debris removal, collection, reduction, and disposal process. The debris management program implemented by the Applicant will be based on the waste management approach of reduction, reuse, reclamation, resource recovery, incineration, and land filling.

**Duplication of Benefits.** The Applicant may not receive funding from two sources for the same item of work. This is called Duplication of Benefits. If assistance can be obtained for a project from another Federal Agency, such as Natural Resources Conservation Service (NRCS), then the Federal Emergency Management Agency (FEMA) cannot provide funds for that project. Grants and cash donations received from non-Federal sources designated for the same purpose as public assistance funds are generally considered duplication of benefits. However these funds may be applied towards the non-Federal cost share. Grants and cash donations that are received for unspecified purposes and ineligible work do not constitute a duplication of benefits. Duplication of Benefits most commonly occurs with **insurance settlements**. If a damaged facility is insured, FEMA is required to reduce the amount of the grant by any **insurance proceeds** that the Applicant anticipates or receives for the insured facility, even if the Applicant has not completed negotiations with the insurer. The retention of duplicated funds is illegal and must be returned to FEMA. The Debris Management Team will closely track all debris management operations and all other eligible work. The team will take all precautions to ensure there is no duplication of benefits received for any debris removal activity.

**III. ORGANIZATION**

**A. DPW.** The Walton County Department of Public Works (DPW) is responsible for the debris removal function in their respective jurisdictions. DPW will work in conjunction with designated support agencies, State Environmental Protection Division (EPD), State Historical Preservation Office (SHPO), utility companies, waste management firms, trucking companies and other transportation agencies to facilitate the debris clearance, collection, reduction and disposal needs following a disaster. DPW will be responsible for removing debris from the public right-of-way. DPW may remove debris from private property only when it is pre-approved by the Applicant and deemed in the public interest. See *ANNEX A* for a Right to Entry Agreement that affected residents and businesses should complete.

**B. Staff Roles and Responsibilities.** The Applicant will ensure all state and local regulations, laws, and ordinances are addressed and followed for all environmental and historic preservation issues. The Applicant may select a “Debris Manager” to supervise a “Debris Management Team”. The team may be comprised of but not limited to personnel who perform the following:

- 1. **Administration:** Housekeeping, supplies, equipment, funding, accounting, documentation, etc.
- 2. **Contracting and Procurement:** Bidding requirements, forms, advertisements for bids, instructions to bidders, contract development, etc.
- 3. **Legal:** Contract review, right of entry permits, community liability, condemnation of buildings, land acquisition for temporary staging and reduction sites, land acquisition for disposal sites, insurance, etc. Also ensure all state and local regulations, laws, and ordinances are addressed and followed including all environmental and historic preservation issues.
- 4. **Operations:** Identification of project tasks, assignments of tasks, preparation of estimates, plans, specifications, and recommendation of contract award. Supervision of government and contract resources and overall project management, etc.
- 5. **Oversight and Support:** Detailed damage assessment, documentation collection and consolidation, liaison with State and Federal agencies, volunteer support and management, support to all other functions
- 6. **Public Information:** Coordinate press releases, contacts with local organizations, individuals, and media; and public notices for debris removal and disposal contracts.
- 7. **Other Assigned Tasks.** The team may coordinate with State and Federal agencies responsible for disaster response and recovery operations. The team may be assigned but not limited to:
  - 1. Developing public information and education programs.
  - 2. Training personnel in debris management techniques.
  - 3. Maintaining pre-disaster maps, blueprints, photos and other documents.
  - 4. Making a list of critical facilities (streets, roads, and bridges).

5. Identifying governmental and non-governmental groups that could assist.
6. Providing emergency communications to debris monitoring and management teams.
7. Ensuring health and safety issues are addressed throughout the operation.

**C. Volunteers and Donated Resources.** Donated resources which include volunteer labor, donated equipment and donated materials, are eligible to offset the Applicant's portion of the cost share for emergency work (Category A and B). Donated resources must apply to actual eligible emergency work, such as debris removal or the filling and placing of sandbags. The donated services must be documented and must include a record of hours worked, the work site, and description of work. Volunteer labor will be valued at the same hourly labor rate as someone in the Applicant's organization performing similar work. The value for donated equipment should be determined by using the applicable FEMA equipment rate and multiplying it by the number of hours the piece of equipment was used to perform eligible emergency work. Donated materials are valued at the current commercial rate.

#### **IV. CONCEPT OF OPERATIONS**

**Overview:** The Concept of Operations describes how debris management activities will be conducted in response to debris generating events as a Phased Approach. The Phased Approach is a four-step cycle that includes Normal Operations, Increased Readiness, Response, and Recovery. Normal Operations and Increased Readiness tasks may be performed before a debris-generating event occurs. The primary focus of Response Operations is on clearing debris from the roadway for emergency resources. The Recovery part of the Debris Management Cycle includes debris removal, recycling, and disposal. The Applicant will identify and resolve special considerations issues early as possible in the process and provide all necessary information relating to the debris operations to the appropriate agency including the EPD and SHPO.

**A. Normal Operations:** (*Encompasses key activities to enhance the plan; keep the plan and its supporting information up-to-date; and build and maintain staff readiness to implement the plan*). The details of these activities are as follows:

1. Develop local and regional list of contractors who can assist in all phases of debris management.
2. Develop sample contracts with generic scopes of work to expedite the implementation of debris management strategies.
3. Develop mutual aid agreements with other State agencies and local governments, as appropriate, following Applicant procurement guidelines.
4. Identify and pre-designate potential debris storage sites for the type and quantity of debris anticipated following a catastrophic event.
5. Pre-identify local and regional critical routes in cooperation with contiguous and regional jurisdictions.

6. Develop site selection criteria checklists to assist in identifying potential debris storage sites. (See *ANNEX F*)
7. Identify and coordinate with appropriate regulatory agencies regarding potential regulatory issues and emergency response needs.
8. Develop the necessary right of entry and hold harmless agreements indemnifying all levels of government against any potential claims. (See *ANNEX A*)
9. Establish debris assessment process to define scope of problem.
10. Develop and coordinate pre-scripted announcements regarding debris removal process, collection times, temporary storage sites, use of private contractors, environmental and health issues, etc.

**B. Increased Readiness** (*Natural or man-made disaster is threatening local area*)

1. Upon notice of any possible threat, the Applicant and all concerned parties shall meet as soon as possible to review the debris removal process.
2. Review and update plans, standard operating procedures, generic contracts, and checklists relating to debris removal, storage, reduction, and disposal process.
3. Alert local departments that have debris removal responsibilities ensuring that personnel, facilities, and equipment are ready and available for emergency use.
4. Relocate personnel and resources to pre-determined locations out of harm's way if necessary and stage in areas where they can be effectively mobilized.
5. Review potential local, regional, and debris staging and reduction sites that may be used in the response and recovery phases in the context of the impending threat.
6. Review listing of private contractors who may assist in debris removal process. Make necessary arrangements to ensure their availability in the event of the disaster.

**C. Response Operations:** Response Operations or Debris Clearance involves activities necessary to eliminate life and safety threats. Normally, the Applicant will use their own labor force and equipment to remove debris during this phase. When the existing labor force is not sufficient, or when specialized services are required, the Applicant may supplement their work efforts by activating mutual aid agreements or by awarding short-term debris removal contracts for specific work.

**Overview:** During Response Operations, the first 24 to 72 hours after the disaster, debris activities should emphasize clearing key roads for emergency access by pushing debris to the edge of the right-of-way, rather than restoring roads to pre-event conditions. There is no attempt during this phase to physically remove or dispose of the debris, only to clear key access routes to expedite the movement of emergency vehicles, law enforcement, and/or resumption of critical services, assessment of damage to key public facilities, and locations such as schools, hospitals, government buildings, and utilities. Response activities should also include identifying and removing any obvious debris situations that may pose an immediate threat to public health and safety. (Examples may include dangerously positioned, damaged

trees; debris piles that obstruct traffic visibility; fire prone debris piles; etc.) Response is a crucial time for organizing the majority of the tasks outlined in the plan.

Actions required during the Response Phase are usually completed within a matter of hours or days following a disaster event. The transition period from initial clearance activities to debris removal depends on the magnitude of the disaster.

### 1. Response Actions

- a. Activate the Debris Management Plan and coordinate with needs assessment team.
- b. Initiate Damage Assessment
- c. Begin documenting debris management and removal costs.
- d. Coordinate and track resources (public and private). (See *ANNEX J*.)
- e. Establish priorities regarding allocation and use of available resources.
- f. Identify, establish and prepare debris temporary storage and disposal sites (local, regional).
- g. Address any legal, environmental and/or health issue relating to debris removal process.
- h. Conduct briefings/meetings with key personnel.
- i. Issue press releases and continually keep the media and the public informed.

**2. General Work Eligibility.** Removal and disposal of debris that is a result of a disaster, and is on public property, is eligible for Federal assistance. Public property includes roads, streets, and publicly-owned facilities. Removal of debris from parks and recreation areas is eligible when it affects public health and safety, or limits the use of those facilities. Disaster-related debris may be removed from private property if it is pre-approved by FEMA, is a public health and safety hazard, and if the work is performed by the Applicant. Also, debris removal work from private property will comply with all applicable federal, state and local requirements including all environmental and historical preservation requirements. Cost of debris removal by private individuals is not eligible under the Public Assistance Program; however, within a specific time period, a private property owner may move disaster-related debris to the curbside for pick-up by the Applicant. That time period will be established by FEMA in coordination with the State. (The cost of picking up reconstruction debris and normal garbage pick-up is not eligible for FEMA reimbursement.)

- 3. Debris Removal Priorities.** The debris removal process should be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major or catastrophic event. To achieve this objective, debris removal priorities are as follows:
- (1) Clear debris from key roads.
  - (2) Provide access to critical facilities.
  - (3) Eliminate debris threats to public health and safety.



**a. First Priority - Key Roads**

The first priority will be to clear debris from key roads in order to provide access for emergency vehicles and resources into the impacted area. Key roads in Walton County are identified as follows:

- Major Highways
- County and City Roads and Streets
- Rural Secondary Roads

**b. Second Priority – Critical Facilities**

The need and demand for critical services will significantly increase following a disaster. Therefore, the second priority that debris removal resources will be assigned is providing access to critical facilities. Critical facilities in Walton County have been identified as:

1. EOC/E911 Facility
2. DPW Facilities
3. Emergency Services Facilities
4. Water and Sewer Distribution Facilities
5. Electrical Distribution Facilities
6. Shelters
7. Schools

**c. Third Priority - Debris Threats to Public Health and Safety**

The third priority for debris removal teams to address will be elimination of debris related threats to public health and safety. This will include such things as the repair, demolition, or barricading of heavily damaged and structurally unstable buildings, systems, or facilities that pose a danger to the public. Any actions taken to mitigate or eliminate the threat to the public health and safety must be closely coordinated with the owner or responsible party.

If access to the area can be controlled, the necessary actions can be deferred.

**D. Recovery Operations:** This phase of the Debris Management Cycle covers actions necessary to complete the debris removal, reduction, and disposal activities.

**1. Recovery Actions:**

- a. Identify and prioritize remaining debris removal sites
- b. Establish controls to prevent or minimize illegal dumping and theft of services
- c. Continue to collect, store, reduce, and dispose of debris generated from the event in a cost- effective and environmentally responsible manner.
- d. Closely monitor debris removal and recovery operations.
- e. Continue to document all debris management and removal costs.

- f. Upon completion of the debris removal mission, close out debris storage and reduction sites by developing and implementing the necessary site restoration actions.
  - g. Perform necessary audits of the operation and submit a claim for Federal assistance.
- 2. Public Property/Right-of-Way Debris Removal:** Debris on public lands, including the right-of-way, will be the responsibility of local government.
- 3. Private Property Debris Removal:** Debris on private property is the responsibility of the property owner. Information regarding pickup times and locations for private property owners shall be distributed so that debris removal activities proceed efficiently. If property owners move disaster-related debris to a public right-of-way, the Applicant may be reimbursed for debris pickup, haul and disposal from the right-of-way for a limited period of time. If the Applicant does not have the legal responsibility to maintain a right-of-way, then debris removal from that right-of-way is not eligible for reimbursement.
- a. If the Applicant intends to seek reimbursement to remove debris from private property, Applicant will submit a written request for reimbursement to and receive approval from, the Federal Coordinating Officer (FCO) prior to commencement of work. **(See ANNEX A)** The written request will include the following information:
    - 1) Public Interest Determination
    - 2) Documentation of Legal Responsibility
    - 3) Authorization for Removal of Debris from Private Property
    - 4) Indemnification of the Federal Government
  - b. FEMA is prohibited from approving funds for work that is covered by any other source of funding. Therefore, the Applicant must take reasonable steps to prevent such an occurrence, and verify that insurance coverage or any other source of funding does not exist for the debris removal work accomplished on each piece of private property. When debris removal from private property is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be used to pay for the remainder of the costs of debris removal from private property. Debris removal work from private property will comply with all federal, state and local requirements and all applicable environmental and historical preservation requirements.
- 4. Types of Debris Collection Methods:** The fundamental component of debris management is collection of debris. The public expects to have debris removed immediately after a disaster event. The debris type, amount and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. The Debris Management Team may tailor the collection operation using curbside collection, collection centers or a combination of both depending on specific jurisdictions, quantities and types of debris.
- a. **Curbside Collection:** Debris is placed at the curb or public rights-of-way by the

residents for the Applicant's collection. The only difference between the subcategories below is the separation of the types of debris at the point of collection.

- 1) **Mixed Debris Collection.** Collecting mixed debris by the applicant allows the residents to place all debris types in one specified area, usually along the public right-of-way in front of their residence.
- 2) **Source –Segregated Debris Collection.** Residents are directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type collect the assigned debris and deliver it to a temporary staging area, or debris management site, reduction, recycling, or disposal facility. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. (See *ANNEX D* for guidelines to segregate debris.)

**b. Collection Centers:** The second type of collection method is to have residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for residents to bring their debris for collection. This is well suited for rural, sparsely populated areas or logistically difficult conditions where curbside collection is not practical. Separate bins can be designated for particular types of debris. The Debris Management Team should assign employees to oversee operations of the collection center. Employees need to be stationed at the centers during the collection period to ensure debris materials are placed in the correct bins and to ensure a collection center does not become a dumping ground for non-disaster related debris.

## V. DEBRIS CLASSIFICATION AND SEGREGATION

**Overview:** FEMA defines disaster-generated debris as, "Any material, including trees, branches, personal property and building material on public or private property that is directly deposited by the disaster." FEMA often uses the terms "vegetative" for natural debris and "construction and demolition" for man-made debris.

- A. Debris Classification and Segregation:** The debris classification determines how removal will be handled. To facilitate the debris management process, the Applicant may segregate debris by type. It is recommended that the categories of debris established for recovery operations be standardized. If segregated, debris removed will consist of two broad categories:
- (1) Clean wood and vegetative debris
  - (2) Construction and demolition (C&D) debris. (See *ANNEX D* for guidelines to segregate debris.)
- B. Estimating Debris Quantities:** Calculations developed by the US Army Corps of Engineers listed in the FEMA 325, Public Assistance Debris Management Guide may be used for debris estimation. Applicant may seek assistance from State Agencies or FEMA with debris estimation. Aerial view of debris may be used as a method to calculate debris quantities.

**NOTE:** To get a general idea of the debris quantity, some calculations say debris could consist of 30% clean woody material and 70% C&D. Of the 70% mixed C&D it is estimated 42% will be burnable but require sorting, 5% will be soil, 15% will be metals, and 38% landfill.

### C. Debris Classifications

1. **Burnable Materials:** Burnable materials will be of two types with separate burn locations. Burnable materials should be coordinated with the State EPA and FEMA. The SHPO should also be contacted for an archeological and environmental review.
  - a) **Burnable Debris:** Burnable debris consists predominately of trees and vegetation. It includes, but is not limited to damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; and bushes. Burnable debris **does not include** garbage or construction and demolition material debris.
  - b) **Burnable Construction Debris:** Burnable construction and demolition debris consists of non-creosote structural timber, wood products, and other materials designated by State EPA regulations.
2. **Non-burnable Debris:** Non-burnable construction and demolition debris includes, but is not limited to creosote timber, plastic, glass, rubber and metal products, sheet rock, roofing shingles, carpet, tires, and other materials as may be designated by State EPA. Garbage will be considered non-burnable debris.
3. **Wet Debris:** Debris in and around streams, culverts, bridges and other drainage structures. FEMA will not fund the removal of debris from waterways. All wet debris projects should be communicated to the Natural Resources and Conservation Services (NRCS). Wet debris will not be touched and no work will be performed until NRCS has inspected the debris field.
4. **Ineligible Debris:** Ineligible debris to remain in place includes, but is not limited to, chemicals petroleum products, paint products, asbestos, and power transformers.
5. **Hazardous/Toxic Waste (HTW):** Any material found to be classified as HTW shall be reported immediately to the EMA. At the Applicant and EMA Director's direction, this material shall be segregated from the remaining debris in such a way as to allow the remaining debris to be loaded and transported. Standing broken utility poles, damaged and/or downed utility poles and accessories, transformers and other electrical material will be reported to DPW.
6. **Overhead/ Underground Utilities:** Emergency workers shall exercise caution with existing overhead and underground utilities and above ground paraphernalia, and advise DPW of any situation that poses a health or safety risk to on-site workers or the general population.

7. **Vegetative Debris** - Vegetative debris may consist of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, collection of vegetative debris may require the use of flatbed trucks, dump trucks, and grapple loaders.
8. **Stumps:** Stumps as outlined under current FEMA requirements will be considered tree remnants exceeding 24 inches in diameter; but no taller than 18 inches above grade, to include the stump ball. Any questionable stumps shall be referred to DPW for disposition determination. Stump grinding may be required for disposal.
9. **Construction and Demolition Debris** - Construction and demolition (C&D) debris can be defined as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. The C&D debris must be disaster-generated (eligible C&D debris cannot be the result of rebuilding efforts) and present an immediate threat to be considered for FEMA eligibility. Eligible demolition activities must satisfy environmental and historic preservation compliance review requirements as established by 44 CFR Parts 9 and 10, the National Historic preservation Act, the Endangered Species Act, and all other applicable legal requirements.
10. **Hazardous Waste** – The Applicant will comply with federal, state, and local environmental requirements for handling hazardous waste. Hazardous waste is regulated under the **Resource Conservation and Recovery Act (RCRA)** and contains properties that make it potentially harmful to human health or the environment. In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous waste lists (refer to **Title 40 of the CFR Part 261**) or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, toxicity.
  - a. Safety precautions will vary depending upon the circumstances and type of hazardous materials encountered, but they may include personal protective equipment, decontamination stations, closed and secured containers, and covered trucks or specialized containers.
  - b. Hazardous material processing will be carefully and regularly monitored to verify that proper precautions are taken and that the chain-of-custody is maintained.
  - c. Verify that hazardous materials are delivered to an appropriate site since hazardous wastes typically require special handling, transportation, and final disposition that are significantly more costly than typical waste disposal.
11. **Household Hazardous Waste** - Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. State EPD should be contacted for the collection, handling, transport, and disposal of HHW.



- 12. White Goods** - White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils that must be removed and processed following environmental protocols and procedures before the white goods can be further processed for disposal and recycling.
- a. Document that white goods are collected separately, cleaned and processed to remove putrescent debris inside and to remove all oils, solvents, and refrigerants.
  - b. If white goods are to be collected without being cleaned, verify and document that the debris disposal site includes ample space for processing collected white goods.
  - c. This type of debris may be recyclable or have salvage value. Document separation and salvage activities that are implemented.
- 13. Soil and Mud** - Floods, landslides, winds, and storms often deposit soil and mud on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, drainage canals and basins.
- a. Document that only the disaster-generated silt and soils are removed. This requires an understanding of pre-disaster conditions as well as the documented maintenance of the affected area.
  - b. Contaminated soils may require special handling depending on the contaminant. Document any contaminated soil issues to ensure proper handling, processing, and disposition.
  - c. Verify that any contaminated disaster-generated soils are addressed by the EPD and managed appropriately in designated areas.
- 14. Vehicles and Vessels** - Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities.
- a. Verify that each vehicle or vessel identification number is documented.
  - b. Verify that collected vehicles and vessels are transported to a collection area where they are secured and protected.
- 15. Putrescent Debris** - Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Putrescent debris handling must comply with applicable federal, state, and local requirements.
- a. Document that putrescent debris is collected in accordance with contract specifications or other specific requirements.

- b. Document the volume of putrescent debris. The volume of putrescent materials cannot be determined based solely on the volume of the originally inventoried materials because the spoiled materials may have lost a significant portion of their volume. The actual volume removed needs to be documented.

## **VI. DEBRIS DISPOSAL AND REDUCTION**

Once debris is removed from the damage sites, it may be taken to temporary and/or permanent landfills. The four methods of debris disposal are burning, recycling, grinding/chipping and permanent landfill.

The Walton County Public Works Director shall ensure all debris is removed in accordance with state and local regulations, laws, and ordinances and all environmental and historic preservation compliance issues are followed. To every extent possible, all methods of debris removal and reduction should use a per-ton weight method.

### **A. Burning**

The three primary burning methods that may be utilized are open burning, air curtain pit burning, and incineration. All burning methods shall meet environmental and historic preservation compliance requirements.

1. ***Controlled open burning:*** Cost-effective method for reducing clean woody debris in rural areas. Burning reduces the volume by 95%, leaving only ash residue to be disposed of.
2. ***Air curtain pit burning:*** Substantially reduces environmental concerns. The blower unit must have adequate air velocity to provide a “curtain effect” to hold smoke in and to feed air to the fire below.
3. ***Portable incinerators:*** Use the same methods as air curtain pit systems. The only difference is that portable incinerators utilize a pre-manufactured pit in lieu of an onsite constructed earth/limestone pit.

### **B. Recycling**

Metals, wood, and soils are prime candidates for recycling. Most of the non-ferrous metals are suitable for recycling. The Applicant may recycle where feasible.

### **C. Grinding and Chipping**

Grinding and chipping may be utilized as a viable reduction method. Grinding and chipping reduces the volume by cubic yard on a 4 to 1 ratio. When grinding and chipping is determined to be beneficial by the Applicant, material may be disposed of on-site and force account procedures shall be used for reimbursement. Grinding and chipping may also be used as a debris reduction method in order to reduce transportation and handling costs.

#### **D. Permanent Landfill**

There is a licensed, environmental compliant permanent landfill located in Walton County. A list of these landfills can be found on Walton County's Website at <https://www.waltoncountypga.gov/303/Landfills>. Debris taken to the landfill shall meet landfill disposal requirements.

### **VII. CONTRACTED SERVICES AND COOPERATIVE AGREEMENTS**

**A. Private Contracting.** Because of the limited quantity of resources and service commitments following a disaster, the Applicant may be relying heavily on private contractors to remove, collect, and manage debris for reuse, resource recovery, reduction, and disposal. Using private contractors instead of government workers in debris removal activities has a number of benefits. It shifts the burden of conducting the work from the Applicant to the private sector, freeing up government personnel to devote more time to their regularly assigned duties. Private contracting also stimulates local, regional, and State economies impacted by the storm, as well as maximizes State and local governments' level of financial assistance from the Federal government. Private contracting allows the Applicant to more closely tailor contract services to meet specific needs. The entire process (i.e., clearance, collection, transporting, reduction, and disposal, etc.) or segments of the process may be contracted out.

**B. Pre-Approved Contractors.** The Applicant through their procurement processes may also develop and maintain a list of pre-approved contractors who have the capability to provide debris removal, collection, and disposal in a cost effective, expeditious, and environmentally sound manner following a disaster. Walton County Public Works may advertise a Request for Qualification for contractors to establish their company as a credible candidate for contract award. Walton County Public Works will provide Walton County EMA a list of pre-approved contractors.

**C. Debris Contract and Cooperative Agreements Management.** The Applicant, EM Director and DPW Director are responsible for managing the debris contract and the contractor from project inception to completion. Managing the debris contract and contractor includes such things as monitoring performance, contract modifications where needed, inspections, acceptance, payment, and close out of activities. The Applicant may enter into cooperative agreements with other State agencies and local governments to maximize public assets. The development of such agreements must comply with the guidelines established in the Applicant's procurement policy.

**D. Sample Contracts.** Sample contracts with a menu of services and generic scopes of work may be developed by the Applicant, Emergency Management (EM) Director, DPW Director, the jurisdiction's Attorney's Office and others as needed prior to the disaster to allow the Applicant to more closely tailor its contracts to its needs, as well as expedite their implementation in a prompt and effective manner. The three types of contracts that may be used are:

**1. Unit Price Contract.** A unit price contract is the preferred method for debris removal.

It is the most accurate account of actual quantities removed. The unit priced contract is based on weight (tons) of debris hauled, and should be used when the scope-of-work is not well defined. It requires close monitoring of pick-up, hauling, and dumping at both the loading sites and the disposal site to ensure that quantities are accurate. All contractor trucks will be measured and the tare weight obtained prior to initial loading. Applicant will identify either portable or fixed certified scales to be used to monitor debris tonnage. Debris will be removed per current FEMA requirements such as, but not limited to, load tickets identifying truck number, contract number, contractor's name, date, time departed site, and estimated volume may be documented as well. (See *ANNEX G* for Sample Debris Monitoring Forms.)

2. **Lump Sum Contract.** Price of the work is fixed unless there is a change in the scope of work to be performed. This contract should be used only when the scope of work is clearly defined, with areas of work and quantities of material clearly identified. It can be defined in one of two ways: (a) area method, where the scope of work is based on a one-time clearance of a specified area. (b) pass method, where the scope of work is based on a certain number of passes through a specified area, such as a given distance along a right-of-way.
3. **Time and Materials Contract.** Will be limited to the **first 70 hours** of operation to mobilize contractors for emergency removal efforts and only after all State and local equipment has been committed. It should have a dollar ceiling or a not-to-exceed limit for hours (or both), and should be terminated immediately when this limit is reached. The contract should state that: (a) the price for equipment applies only when equipment is operating. (b) the hourly rate includes operator, fuel, maintenance, and repair. (c) Applicant reserves the right to terminate the contract at its convenience. (d) Applicant does not guarantee a minimum number of hours. Intense monitoring of these contracts is extremely important. Work inspection reports should be completed each day that clearly state the amount of work accomplished that day in quantitative terms, the type and number of trucks used and the number of hours worked. FEMA will not fund standby or idle time costs.

**NOTE:** All contractors shall be required to meet any and all current FEMA debris removal requirements. A sample unit price contract is attached to this plan *ANNEX D*.

#### **E. Steps of the Contract Bid Process are as follows:**

1. Request for Qualifications (RFQ) (*ANNEX B*) will be posted in the newspaper and on the county website to solicit debris removal contractors every two years.
2. Debris Contract Bid Specifications (*ANNEX C*) will be placed on the county website for potential debris removal contractors to review.
3. When a disaster occurs, the Applicant will contact all pre-approved debris removal contractors and provide the estimated amount of debris in tons to be disposed of and the debris coverage area. The Applicant will also provide the distance the debris will need to be transported for disposal. The pre-approved contractors will then be asked to submit an overnight bid for debris removal and disposal at a per ton cost.

4. Once overnight bids are received, the Applicant will assess the bid and the qualifications, experience, capabilities and ability to deploy of the pre-approved contractors. Taking all factors into consideration, a contractor will be selected for the project. The Applicant reserves the right to reject any and all bids and to accept any bid, whether or not the lowest price, that the Applicant, in its sole discretion, deems to be in the best interest of sound fiscal management for its jurisdiction. When a non-competitive contract is selected, the Applicant will assess such costs on a reasonable and customary basis in determining the best value.
5. Once a pre-approved contractor has been selected to remove and dispose of the Applicant's debris, a contract will be submitted for signature.

**F. Contract Pitfalls.** The Applicant will ensure that all personnel involved in oversight of the debris management efforts are aware that the following **should not** occur:

1. Award a debris removal contract on a sole-source basis without coordinating with FEMA and Walton County EMA.
2. Sign a contract (including one provided by a contractor) until it has been thoroughly reviewed by the legal office.
3. Allow any contractor to make eligibility determinations. Only FEMA has that authority.
4. Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
5. Award a contract to develop and manage debris processing sites unless you know it is necessary. Temporary debris storage and reduction sites are not always necessary. Allow separate line item payment for stumps 24 inches and smaller in diameter; these should be treated as normal debris.
6. "Piggyback" or utilize a contract awarded by another entity. The use of such a contract may jeopardize FEMA funding without prior approval.
7. Award pre-disaster or stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.

### **G. Mutual Aid Agreements**

1. The Applicant may establish Mutual Aid Agreements/Memorandum of Understandings (*ANNEX I*) with any, but not limited to, the following entities to provide assistance with debris removal in the event of a disaster resulting in copious amounts of debris:
  - a. City of Loganville
  - b. City of Monroe
  - c. City of Social Circle



- d. Georgia Department of Transportation
  - e. Surrounding Counties
  - f. Private Sector
2. These agreements include but are not limited to utilization of personnel, equipment, temporary and permanent landfill sites, emergency services, and law enforcement. See *ANNEX H* for a sample of the Statewide Intergovernmental Emergency Mutual Aid Agreement and *ANNEX I* for a sample Mutual Aid Agreement.
3. The Applicant has also identified certain Volunteer Organizations Active in Disasters (VOAD), State and Federal agencies that are ready to assist as well. These agencies include civic clubs, church organizations, Salvation Army, Georgia Department of Transportation, the National Guard, and the U.S. Department of Labor. National VOAD organizations will be coordinated by the State in conjunction with the Applicant.

### **VIII. DEBRIS MANAGEMENT SITE**

- A. Debris Management Sites (DMS):** Established when debris cannot be taken directly from the collection point to the final disposition location. It is frequently used to increase the operational flexibility when landfill space is limited or when the landfill is not in close proximity to the debris removal area. The Debris Management Team will determine if a DMS is necessary and at what point in the debris management cycle that it will be established and opened. Prior to using the site, the Debris Management Team will ensure data is collected for baseline a baseline study so that all environmental, archeological and historical concerns are addressed. It is essential to document the condition of the land before it is used as a DMS (original condition vs ending condition). Past use and ownership should be researched to document any issues regarding the existence of historic structures or archeological sites. The SHPO should be involved with this research. The baseline study will be used for an environmental evaluation to confirm the site has returned to a pre-activity state (test samples should be taken at the same locations as those of the initial assessment and environmental monitoring program).
- B. Overview:** Initially, debris may be placed in these temporary holding areas, until such time as a detailed plan of debris collection and disposal is prepared. This is not anticipated until after local traffic has been restored. Temporary debris collection sites should be readily accessible by recovery equipment and should not require extensive preparation or coordination for use. Collection sites will be on public property, when feasible, to facilitate implementation of the mission and mitigate against any potential liability issues. Activation of sites will be under the control of the DPW Director, and will be coordinated with other recovery efforts through the emergency operations center. Prior to the site being opened, coordination with the state will occur.
- C. Permits.** Environmental permits may be required to establish a DMS. Several agencies may be involved in issuing permits and granting land-use approvals. Permits that may be required include:

1. Waste processing and recycling operations permit
2. Temporary land-use permits
3. Land-use variances
4. Traffic circulation strategies
5. Air quality permits
6. Water quality permits
7. Fire department permits

- D. Opening.** Before activities begin photos and/or videos should be taken to establish the condition of the site before use as a DMS, important features such as structures, fences, culverts, and landscaping will be noted that can help evaluate possible damage claims made later. Periodically update video and photographic documentation to track site evolution. Random soil samples may be taken as well as water samples from existing wells. The site may be checked for volatile organic compounds.
- E. Monitoring.** After activities begin, constant monitoring of air quality should take place and soil and water samples may take place. Photos, maps, and sketches of the site should be updated. Document operations that will have a bearing on site closeout, such as petroleum spills at fueling sites, hydraulic fluid spills at equipment breakdowns, installation of water wells for stock pile cooling or dust control, and commercial, agricultural, or industrial hazardous and toxic waste storage and disposal.
- F. Close-out.** Each temporary debris staging and reduction site will eventually be emptied of all material and be restored to its previous condition and use. At close-out, final testing of soil, water, and air quality should be taken and compared to original conditions. All ash should be removed and any remediation actions taken.

## **IX. MONITORING DEBRIS REMOVAL**

- A. Monitoring Agency.** Debris removal operations may be monitored by use of Applicant forces, contractors or a combination of both. Preferred debris monitors are the Applicant's own employees. Their employees are the most familiar with the jurisdiction and know the priorities of the debris management plan. Force account labor tends to have a vested interest in keeping debris monitoring costs to a minimum. Also, force account employee overtime costs are reimbursed based on FEMA Public Assistance Program's labor cost policies for emergency work. In some cases regular force account hours may be reimbursed with FEMA approval. In some cases though, the monitoring task may need to be outsourced to a contractor. As with any contractual arrangement, the Applicant must ensure that the contractor is meeting the performance requirements of the contract. If a contractor is hired to perform a monitoring task, the Applicant is required to ensure that the hired contractor performs satisfactorily. If the Applicant outsources a monitoring task,

the contract must be awarded to a contractor who has no vested interest in the debris removal contract or contractor. There must be no conflict of interest between the monitoring contractor and the debris removal contractor.

**B. Debris Monitoring Operations Overview.** Monitoring debris removal operations achieves two objectives: 1) Verifying that the work completed by the contractor is within the contract scope of work. 2) Providing the required documentation for Public Assistance grant reimbursement. Monitoring operations are meant to ensure that the debris removal contractor is performing the scope of work required by the contract and to document the debris removal operations. The primary role for debris monitors is to document the location and amount of debris collected. The key elements of information that are needed to verify the contractor's scope of work and determine eligibility are the:

1. Type of debris collected
2. Amount of debris collected
3. Original collection location

**C. The Debris Monitor's Roles and Responsibilities in the Field include:**

1. Measure and certify truck capacities (recertify on a regular basis), when applicable.
2. Complete and physically control load tickets (in monitoring towers and the field).
3. Document hazardous trees, including hangers, leaners, and stumps.
4. Ensure that trucks are accurately credited for their load.
5. Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted; debris is fluffed - not compacted).
6. Ensure that hazardous waste is not mixed in with loads.
7. Ensure that all debris is removed from trucks at the DMS/Disposal Site.
8. Report to debris project manager if improper equipment is mobilized and used.
9. Report to debris project manager if contractor personnel safety standards are not followed.
10. Report to debris project manager if general public safety standards are not followed.
11. Report to debris project manager if completion schedules are not on target.
12. Ensure that only debris specified in the scope of work is collected and identify work as potentially eligible or ineligible.
13. Monitor site development and restoration of the DMS.
14. Ensure daily loads meet permit requirements.
15. Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.

16. Report to debris project manager if debris removal work does not comply with all local ordinances as well as state and federal regulations.

#### D. Debris Monitor Tools, Products and Positions.

1. **Forms, Reports and Logs.** Applicant will ensure all monitoring Forms, Reports and Logs are complete and submitted on a daily basis to the debris project manager for final reconciliation.
2. **Camera and GPS.** Debris monitors will utilize cameras with GPS capability and/or separate GPS units to document pictures and location of debris all along the debris management cycle.
3. **Disposal Site Observation Tower.** Debris monitors will need a way to look down into the bed of trucks and containers that are being brought to the DMS or Disposal Site. This could also be done with a monitor trained in the use of a bucket truck.
4. **Truck Certification List.** A truck certification list allows the monitor to identify the truck itself and its hauling capacity in a standardized manner. The standard list of requirements includes:
  - a. Size of hauling bed in cubic yards
  - b. License plate number
  - c. Truck identification number assigned by the owner
  - d. Short physical description of the truck
5. **Load Ticket System.** The term *load ticket* refers to the primary debris-tracking document (See *ANNEX D*). A load ticket system tracks the debris from the original collection point to the DMS or landfill. By positioning debris monitors at each point of the operations (collection, DMS, and final disposition), the eligible scope of work can be properly documented. This will help the Applicant document and track the debris from the initial collection location to the DMS and final disposal location. If a contract hauler is used, this ticket often verifies hauling activities and is used for billing purposes. Paper tickets (with at least four copies generated for one load of debris) or a computer generated ticket system may be used. The computer-based system should include the same information as a traditional paper load ticket.
6. **Load Site Monitors.** Debris Monitors who are located at the debris site collection points. They are responsible for observing and documenting debris removal activities at loading sites. Load site monitors should document such activity using a Daily Debris Loading Site Monitor Log and record any issues that arise using a Daily Issue Log.
7. **Disposal Tower/Site Monitors.** Debris Monitors who are located at the entrance to the DMS or Disposal Site.
8. **Roving Monitors.** Debris Monitors that randomly monitor operations at the collection point, the DMS/Disposal Site and the routes in between these locations. They will make unannounced visits to all loading and disposal sites within their

assigned areas.

9. **Training.** All Debris Monitors should be trained in their positions prior to being assigned.

**E. Specific Monitoring Operations.** The following describes methods and systems to monitor and document work completed by Applicant forces or contractors

1. **Load Site Monitors.** Perform the following:

- a. Coordinate with the contractor to verify the location of the loading sites each day.
- b. Assist in the measurement of each truck at the beginning of debris removal operations.
- c. Document the truck dimensions, note the truck number and take a picture of each truck.
- d. Document the type of debris loaded (e.g., vegetative, construction and demolition, etc.) Ensure pictures are taken and GPS coordinates are obtained of debris associated with each load ticket.
- e. Complete the loading portion of the debris load ticket and sign it.
- f. Retain a copy of the debris load ticket and provide two copies to the driver or contractor for billing purposes.
- g. Submit copies of load tickets to the debris monitor at the end of each day.
- h. Ensure only debris that is specified by the applicant is collected for loading and hauling.
- i. Ensure that hazardous wastes are not mixed in with debris loads
- j. Ensure that debris loads are contained properly before leaving the loading area
- k. Photograph and provide a written document of any damages made to utility components, driveways, road surfaces, private property, vehicles, etc.

2. **Disposal Tower/Site Monitors.** Perform the following:

- a. View and take pictures of the contents of each truck/container entering the DMS/Disposal Site
- b. Obtain copies of the debris load ticket that has been signed by the Load Site Monitor from the truck driver.
- c. Sign the completed ticket and retain a copy. Give the remaining copies to the truck driver.
- d. Obtain copies of the weight ticket of each truck leaving the DMS/Disposal Site
- e. Ensure truck/container is completely empty prior to leaving the DMS/Disposal Site. Take pictures of each empty truck/container prior to it leaving the DMS/Disposal Site as verification.

- f. Spot check truck measurements by periodically measuring the dimensions of the trucks after they have unloaded the debris they were hauling.
- g. Submit copies of the completed, signed load tickets to the Debris Project Manager at the end of each day.
- h. The Debris Project Manager will identify personnel to enter information from the load tickets each day into a load ticket database if the contractor is not performing this task.
- i. Complete a Tower Monitor Log, to record truck information, load weights, and types of debris brought into the DMS or landfill. This log should also be used to record any issues noted for the day and provide comments concerning the day's operation

**3. Roving Monitors.** Perform the following:

- a. Assist in the measuring of all contractor trucks and trailers with the contractor's representative and take photographs of all trucks and trailers.
- b. Obtain and become familiar with all debris removal and disposal contracts for which they are providing oversight.
- c. Drive around their assigned debris management areas to observe contractor operations.
- d. Complete a Debris Disposal Site Monitoring Checklist for every site visited. Ensure that operations are being followed as specified in the applicable debris removal and disposal contract.
- e. Prepare a daily Roving Monitor Report of contractor activities observed, including photographs of activities and sites visited.
- f. Roving monitors will submit their written daily reports at the end of each day to the Debris Project Manager. The report will outline their observations with respect to the following:
  - 1) Is the contractor using the DMS site properly with respect to layout and environmental considerations?
  - 2) Has the contractor established lined temporary storage areas for ash, household hazardous wastes, and other materials that can contaminate soil and groundwater?
  - 3) Has the contractor established environmental controls in equipment staging areas, fueling, and equipment repair areas to prevent and mitigate spills of petroleum products and hydraulic fluids?
    - 4) Has the contractor established appropriate rodent control measures?
    - 5) Are burn sites constructed and operating in accordance with the plans and requirements as stated in the contract?
    - 6) Has the contractor establish procedures to mitigate:
      - a) **Smoke** – Are the incineration pits constructed properly and being operated according to the contract statement of work?



- b) **Dust** – Are water trucks employed to keep down the dust?
- c) **Noise** – Have noise abatement procedures been employed?
- d) **Traffic** – Does the DMS have a suitable layout for ingress and egress to help traffic flow?

## X. DEBRIS PLAN ANNEXES

ANNEX A: Right of Entry Agreement

ANNEX B: Request for Statement of Qualifications (RFQ)

ANNEX C: Walton County Procurement Methods

ANNEX D: Sample Unit Price Contract

ANNEX E: Sample Debris Removal Guidelines

ANNEX F: Temporary Debris Site Checklist

ANNEX G: Sample Debris Monitoring Forms

ANNEX H: Intergovernmental Emergency Mutual Aid Agreement

ANNEX I: Sample Mutual Aid Agreement

ANNEX J: Resource Tracking Sheet

**ANNEX A:**

**Property Right of Entry Agreement**

I/We \_\_\_\_\_, the owner(s) of the property commonly identified as \_\_\_\_\_, (Address) \_\_\_\_\_, State of Georgia, do hereby grant and give freely and without coercion, the (temporary right of access and entry to said property in Walton County Georgia, to \_\_\_\_\_ of \_\_\_\_\_(Address) for the purpose of fire safety, clearing defensible space, and vegetation and debris reduction. This is not a request for a permanent easement and/or right of way, and this permission will automatically terminate upon completion of the work described above by \_\_\_\_\_(Date)

The undersigned hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property in association with vegetation and debris reduction.

Dated \_\_\_\_\_

Property Owner(s) where debris reduction will occur:

\_\_\_\_\_(Owner's name)  
\_\_\_\_\_(Owner's signature)  
\_\_\_\_\_(Owner's name)  
\_\_\_\_\_(Owner's signature)

Neighboring Property Owner who will facilitate debris reduction:

\_\_\_\_\_(Neighbor's name)  
\_\_\_\_\_(Neighbor's signature)  
\_\_\_\_\_(Neighbor's name)  
\_\_\_\_\_(Neighbor's signature)

**Property Right of Entry Agreement**

**ANNEX B:**

The below notice will be used by Walton County Applicant Agents to procure for Firms and/or Businesses that may be available to remove debris from within the borders should they experience a catastrophic event.

**PUBLIC NOTICE  
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)**

The Applicant Agent requests Statements of Qualifications from debris removal contractors so that they may qualify to be placed on a list of *Pre-Qualified Debris Removal Contractors* in the Walton County community. Debris removal contractors are required to be placed on this list to be eligible to bid on debris removal contracts for Walton County jurisdictions in the event of a manmade or natural disaster.

Contractors wishing to be considered for inclusion on the list of *Pre-Qualified Debris Removal Contractors* should send seven (7) copies of a Statement of Qualifications, not exceeding ten (10) pages, to: Carl Morrow Walton County EMA Director, 303 South Hammond Drive Monroe GA 30655. Or emailed to: [carl.morrow@co.walton.ga.us](mailto:carl.morrow@co.walton.ga.us) Statements of Qualifications must be received in the office by (Time) on (Day) (Month) (Year) to be considered for review.

Contractors submitting Statements of Qualifications **MUST** include:

- Statement acknowledging that their qualifications are based on providing services under the FEMA preapproved Debris Management Plan Bid Specifications. As well as follow Walton County general procurement procedures (Annex C).
- Description of the contractor's capabilities and experience in the field of debris removal,
- Resume of the individual assigned to oversee this specific project,
- Statement specifying whether or not the firm/business will be directly performing the work,
- A listing of similar debris removal jobs performed by the contractor along with reference information,
- Statement of ability to provide responsive service to the county and/or cities,
- Statement of ability to provide electronic documentation (Excel Spreadsheet) that includes pictures of specific debris being picked up, GPS location for each load of debris, and electronically tracked load tickets. Also the ability to electronically document daily progress including road/structure imagery, addresses and GPS coordinates using an open source mapping program such as Google Earth.

Contractors responding to the request will be ranked according to the information submitted. During the selection process, more than one Contractor may be selected for inclusion on the list of *Pre-Qualified Debris Removal Contractors*.

Upon an event requiring debris removal, each pre-qualified contractor will be asked to submit a debris clean up bid on a per-ton basis. Such debris will be picked up in the disaster area and delivered to a designated site (this site will be identified when the bid is requested). All debris will be weighed and placed as per bid specifications. Such bid will be submitted in a sealed envelope and marked "Bid". Such bid will be submitted over night to the EMA Director.

Walton County reserves the right to reject any and all responses, to waive any technicalities and to negotiate with respondent who most nearly meets the project requirements. The County is not responsible or liable for any costs incurred by consultants replying to this request.

**ANNEX C:**

**PROCUREMENT METHODS**

SECTION 1: GENERAL PROCUREMENT PROCEDURES

A. PURCHASES GREATER THAN \$50,000

I. COMPETITIVE SEALED BIDDING

Except as otherwise provided herein, for purchases where either (i) the costs of materials, supplies, equipment, services or project is expected to be greater than \$50,000 or (ii) revenue is expected to be greater than \$50,000, competitive sealed bidding is the preferred method of procurement and should be used whenever possible, as it allows qualified, responsive bidders to compete on the basis of price. Generally, the following conditions are required for competitive sealed bidding:

- 1. Clear and adequate specifications are available; and
- 2. Two or more responsible bidders are willing to participate in the process.

A. DISSEMINATION OF INVITATION TO BID

Public notice of an Invitation to Bid shall be advertised as required by Georgia law to the extent applicable. The public notice shall contain a general description of the purchase, shall state the location where documents may be obtained and the date, time and place of bid opening. Notice of any required bonding and insurance shall be included in the public notice. A copy of such notice shall be advertised online and by the front door of the Walton County courthouse. Any other methods of advertisement identified as likely to result in additional competition may be used in addition to the required advertisement, at the discretion of the Purchasing Manager.

B. RECEIPT OF BID

No written bid shall be eligible for consideration by the County unless it is placed in a sealed envelope or package and actually received by the Purchasing Department by the date and time specified in the Invitation to Bid. All bids shall be stamped or annotated with the date and time of receipt and secured until the designated opening time. A bid delivered late shall not be considered by the County.

C. BID OPENING

Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Invitation to Bid. The name of each bidder, the purchase price contained in each bid and such other information as the Purchasing Manager deems appropriate shall be announced as the bids are opened. A record of bid information shall be recorded and available for public inspection.

D. MODIFICATION OF BID

Any clerical mistake that is patently obvious on the face of a bid, subject to the limitations described below may be corrected if the Purchasing Manager determines the correction to be in the County’s best interest. Omissions affecting or relating to price information or any required bonding shall be deemed material and may not be corrected after bid opening.

E. WITHDRAWAL OF BID

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, a bid may be withdrawn only in accordance with the following procedures:

- The bidder shall give notice in writing of his or her intent to withdraw his or her bid due to an error within two business days after the conclusion of the bid opening procedure.
- A bid may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
- The bidder’s original work papers shall be the sole acceptable evidence of error and mistake if a request is made to withdraw the bid.
- If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

F. BID CANCELLATION

An Invitation to Bid may be canceled prior to opening date. Thereafter, any or all bids may be rejected in whole or in part when it is in the best interest of the County.

G. BID EVALUATION

Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. No criteria may be used in bid evaluation that is not specifically set forth in the Invitation to Bid.

H. BID AWARD

Subject to approval by the Walton County Board of Commissioners, bid(s) shall be awarded to the responsible bidder(s) who have submitted the lowest cost responsive bid(s), highest revenue responsive bid(s), or whose bid(s) represent the best value to the County.

The Purchasing Manager may reject bids or may defer bid awards to allow time for additional evaluation or review, consistent with the best interest of the County.

The following types of bids shall be disqualified for consideration for a bid award: (i) a bid which is incomplete in any material aspect, element or fact; (ii) a bid submitted without required bonds; (iii) a bid submitted by an individual, firm or business on the Ineligible Source List; and (iv) a bid submitted by a person in violation of the ethical requirements of this Ordinance.

In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two are substantially the same, the bid shall be awarded to the local firm if only one of the bidders has its principal place of business in Walton County. If both or neither of the tied bidders are local firms, then the bid award shall be made to the winner of a coin toss by Purchasing Department staff in a public session where bidders will be invited to attend and one or more witnesses may be present.

Prices received through the bid process shall be in effect for sixty (60) days after the bid opening. If a second purchase is needed within six (6) months of the bid opening, it is not necessary to re-bid for the second purchase provided the bid price does not change.

## II. COMPETITIVE SEALED PROPOSAL METHOD

When use of competitive sealed bidding is either impractical or not advantageous to the County for a purchase where either (i) the costs of materials, supplies, equipment, services or project is expected to be greater than \$50,000 or (ii) revenue is expected to be greater than \$50,000, a contract may be entered into by use of the competitive sealed proposal method. The following factors may be considered in determining whether to use the competitive sealed proposal method:

1. Whether quality, availability or capability is overriding in relation to price in procurement of technical supplies or technical or professional services;
2. Whether the initial installation needs to be evaluated together with subsequent maintenance and service capabilities and what priorities should be given these requirements in the County's best interest;
3. Whether fixed price or cost type contract is more advantageous; and
4. Whether the market place will respond better to a solicitation permitting not only a range of alternate proposals, but evaluation and discussion of them before making the award.

### A. DISSEMINATION OF REQUEST FOR PROPOSAL

Public notice of a Request for Proposal shall be advertised as required by Georgia law to the extent applicable. The public notice shall contain a general description of the purchase, shall state the location where documents may be obtained and the date, time and place of proposal opening. Notice of any required bonding and insurance shall be included in the public notice. A copy of such notice shall be advertised online and by the front door of the Walton County courthouse. Any other methods of advertisement



identified as likely to result in additional competition may be used in addition to the required advertisement, at the discretion of the Purchasing Manager.

#### B. RECEIPT OF PROPOSAL

No written proposal shall be eligible for consideration by the County unless it is placed in a sealed envelope or package and actually received by the Purchasing Department by the date and time specified in the Request for Proposal. All proposals shall be stamped or annotated with the date and time of receipt and secured until the designated opening time. A proposal delivered late shall not be considered by the County.

#### C. PROPOSAL OPENING

Proposals shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Request for Proposal. Only the name of the person submitting the proposal shall be announced.

#### D. PROPOSAL CANCELLATION

A Request for Proposal may be canceled prior to opening date. Thereafter, any or all proposals may be rejected in whole or in part when it is in the best interest of the County.

#### E. PROPRIETARY INFORMATION

Information submitted with a proposal that is specifically marked “proprietary” shall not be disclosed outside of the Purchasing Department without prior notification to the person submitting the proposal. Walton County is required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 and therefore may not be able to protect information submitted with a proposal. Entire proposals may not be deemed “proprietary”.

#### F. PROPOSAL EVALUATION

Each proposal shall be evaluated to determine whether it is responsive to the specifications and other terms and conditions contained in the Request for Proposal. The evaluating team may communicate with anyone who submitted a proposal in order to clarify a proposal. No information concerning a proposal shall be communicated in any way to anyone other than the person who submitted the proposal. Additional information may be requested from anyone who submitted a proposal.

#### G. PROPOSAL AWARD

Subject to approval by the Walton County Board of Commissioners, award shall be made to the responsive and responsible person whose proposal is determined to be the most advantageous to the County based upon the evaluation factors set forth in the Request for Proposal.

The Purchasing Manager may reject proposals or may defer proposal awards to allow time for additional evaluation or review, consistent with the best interest of the County.

The following types of proposals shall be disqualified for consideration of award: (i) a proposal which is incomplete in any material aspect, element or fact; (ii) a proposal submitted without required bonds; (iii) a proposal submitted by an individual, firm or business on the Ineligible Source List; and (iv) a proposal submitted by a person in violation of ethical requirements of this Ordinance.

**ANNEX D:**

**SCOPE OF WORK EXAMPLE  
UNIT PRICE CONTRACT FOR DEBRIS REMOVAL**

**SCOPE OF WORK FOR UNIT PRICE CONTRACT FOR DEBRIS REMOVAL RELATED TO  
[NAME/NATURE OF DISASTER] AT, IN, OR NEAR  
[LOCATION OF RECOVERY EFFORTS]**

**1.1 GENERAL**

1.2 The purpose of this contract is to provide debris clearing and removal response assistance to [LOCATION; i.e. “North Carolina counties” or “Mobile and Baldwin Counties in Alabama”] which have been declared disaster areas by the President because of the effects of [NAME OF DISASTER].

**2.1 SERVICES**

2.2 The Contractor shall provide for debris removal from the area(s) outlined on the attached maps, and described as: [DESCRIPTION OF WORK AREA].

2.3 The debris shall be taken to the dumpsite(s) indicated on the attached maps, located at [LOCATION (S) OF DUMPSITE(S)].

2.4 The total amount of debris to be removed under this contract is estimated to be [QUANTITY].

2.5 The work shall consist of clearing and removing any and all “eligible” debris (see section 4.0 for a definition of eligible debris) primarily from the public right-of-way (ROW) of streets and roads, as directed by the Contracting Officer’s Representative (COR). Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non burnable, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Burnable debris will be loaded separately from non-burnable debris. Mixed loading of burnable and non-burnable will be kept to a minimum. The COR will determine the appropriate dumpsite for mixed loads.

2.6 Debris removal shall include all eligible debris found on the ROW within the area designated by the COR. The COR may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the COR. The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract.

2.7 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.

2.8 The government reserves the right to inspect the site, verify quantities, and review operations at any time.

2.9 All work shall be accomplished in a safe manner in accordance with EM 385-1-1.

**3.1 LOAD TICKETS**

3.2 “Load tickets” will be used for recording volumes of debris removal. (See Enclosure)

3.3 Each ticket will contain the following information:

- a. Ticket Number
- b. Contract Number
- c. Date
- d. Contractor Name
- e. Site Departure Time
- f. Dump Arrival Time
- g. Debris Classification  
Debris Quantity

3.4 [SELECT ONLY ONE OF THE FOLLOWING PARAGRAPHS, AND DELETE THE OTHERS]

Load tickets will be issued by a COR prior to departure from the loading site. The COR will keep one copy of the ticket, and give three copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the three copies to the COR at the dumpsite, the COR will validate, retain one copy and give two copies to driver for the Contractor’s records, (one copy for the sub-contractor and one copy for the prime contractor).

Load tickets will be issued by a COR prior to departure from the loading site. The COR will keep one copy of the ticket, and give two copies to the vehicle operator for the Contractor’s records.

Load tickets will be issued by a COR to a vehicle operator upon arrival at the dumpsite. The COR will keep one copy of the ticket, and give two copies to the vehicle operator for the Contractor’s records.

**4.1 DEBRIS CLASSIFICATION**

4.2 **Eligible Debris.** Debris that is within the scope of this contract falls under three possible classifications: Burnable, Non-Burnable, and Recyclable. Debris that is classified as Household Hazardous Waste (HHW) is not to be transported by this contract.

4.3 **Burnable Debris.** Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush

- 4.4 **Non-Burnable Debris.** Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials; metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil; roofing materials; and carpeting.
- 4.5 **Household Hazardous Waste (HHW).** Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint, or electrical transformers shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.
- 4.6 **Stumps.** Tree stumps located within the ROW with are one-half or more of the root ball exposed will be removed. Tree stumps with base cut diameter measurements less than or equal to 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be burnable debris and removed of with the same methods used for other burnable debris. Tree stumps larger than 24 inches in diameter will be removed of as burnable and paid for in accordance to the MEASURMENT and PAYMENT paragraphs in this contract.

5.1 **DUMPSITES**

- 5.2 The Contractor shall use only debris dumpsites designated in Section 2.2, unless otherwise approved by the COR. The Contractor shall haul non-burnable debris to the site designated for non-burnable debris and burnable debris to the burn sire designated.
- 5.3 The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- 5.4 The Government makes no representations regarding the turn-around time at the dumpsites.

6.1 **PERFORMANCE SCHEDULE**

- 6.2 The Contractor shall commence performance on [DATE].
- 6.3 The Contractor shall, with the CORs direction, provide a work with plan showing where operations will begin and which streets/roads will be cleared on a 2, 7, 14 day projection. The plan will be updated every 2 days.
- 6.4 Maximum allowable time for completion will be [ENTER] calendar days, unless the Government initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal law. Liquidated damages shall be assessed at \$[AMOUNT] per calendar day for any time over the maximum allowable time established by the contract.

7.1 **EQUIPMENT**

- 7.2 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2” by

6” boards or greater and not to extend more than two feet above the metal bedsides. The Contracting Officer’s representative must approve all requests for extensions. Equipment will be inspected prior to its use by the Contractor using applicable U.S. Army Corps of Engineers forms. The forms will be provided to the Government after completion.

7.3 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs; one attached to each side. The U.S. Army Corps of Engineers will furnish these signs to the Contractor. The signs remain the property of the United States Government, and will be returned to the U.S. Corps of Engineers at the conclusion of the contract.

7.4 Prior to commencing debris removal operations, the Contractor shall present to the Government’s representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck’s metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.

7.5 Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

7.6 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the COR.

**8.0 REPORTING**

8.1 The Contractor shall submit a report to the COR during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

- a.** Contractor’s Name
- b.** Contract Number
- c.** Crew
- d.** Location of Work
- e.** Day of Report
- f.** Daily and Cumulative Totals of Debris moved, by category

8.2 Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

**9.0 OTHER CONSIDERATIONS**

9.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.



9.2 The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR.

9.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

9.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, tribal and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with EM 385-1-1.

## 10.0 MEASUREMENT

10.1 Measurement for burnable debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the COR. Measurement will be documented by load tickets.

10.2 Measurement for non-burnable debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the COR. Load tickets will document measurement

10.3 Measurement for payment of stumps removed with 25 to 36 inch diameters base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.

10.4 Measurement for payment of stumps removed with 37 to 48 inch diameter basecuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.

10.5 Measurement for payment of stumps removed with 49 inch and larger diameter basecuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.

10.6 Measurement for mobilization and demobilization will be by the job.

## 11.0 PAYMENT

11.1 Payment for the removal of burnable debris (including stumps 24 inches and smaller) to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for **Burnable Debris**.

11.2 Payment for the removal of non-burnable debris to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for **Non-burnable Debris**.

11.3 Payment for the removal of stumps, 25 inches and larger, to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for the appropriate size category for **Stumps**.

11.4 Payment for mobilization and demobilization will be paid for under the contract bid item for Mobilization and Demobilization.

11.5 Payment for work completed may be invoiced on a bi-weekly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.

11.6 The Contractor will be entitled to invoice for 60% of the mobilization and demobilization line item after all equipment is delivered to the designated work site. The remaining 40% will be due after all equipment is removed from the work site, all vehicle signs have been returned to the government, and receipt of a proper invoice.

11.7 All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract

## 12.0 OTHER CONTRACTS

12.1 Other contracts may have been issued.

12.2 The Government reserves right to issue other contracts or direct other contractors to work within the area included in this contract.

## 13.0 ENCLOSURES/ATTACHMENTS

13.1 Bidding Schedule

13.2 Daily Report

13.3 Load Ticket

**BIDDING SCHEDULE**

<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>001.</b>	1	Mobilization and Demobilization	Lump Sum		
<b>002.</b>	xxx	Removal of Burnable Debris	Cubic Yard		
<b>003.</b>	xxx	Removal of Non-Burnable Debris	Cubic Yard		
<b>004.</b>	xxx	Removal of Stumps - 26 to 36 inch	Each		
<b>005.</b>	xxx	Removal of Stumps - 37 to 48 inch	Each		
<b>006.</b>	xxx	Removal of Stumps - 49 inch and larger	Each		

<b>DAILY REPORT</b>						
CONTRACTOR: CONTRACT NO. :					DATE OF REPORT:	
Truck No.	Capacity	Burn site trips	C.Y. Totals	Landfill trips	C.Y. Totals	
1						
2						
3						
4						
5						
6						
7						
8						
	Daily Totals					

<b>DAILY REPORT</b>				
CONTRACTOR:				DATE OF REPORT:
Processing Site	Stumps 26-36 in.	Stumps 36-48 in.	Stumps > 49"	
1				
2				
3				
4				
5				
6				
7				
8				
9				
	DAILY TOTALS			

Sample Debris Load Ticket

<b>LOAD TICKET</b>		
<b>TICKET NUMBER:</b>		<b>00001</b>
<b>CONTRACT NUMBER:</b>		
<b>PRIME CONTRACTOR'S NAME:</b>		
<b>DATE:</b>		
<b>DEBRIS QUANTITY</b>		
<b>Truck No:</b>	<b>Capacity (CY):</b>	
<b>Load Size : Cubic Yards _____</b>		
<b>or Tons _____</b>		
<b>Truck Driver:</b>		
<b>DEBRIS CLASSIFICATION</b>		
<input type="checkbox"/>	<b>Burnable</b>	
<input type="checkbox"/>	<b>Non-Burnable</b>	
<input type="checkbox"/>	<b>Mixed</b>	
<input type="checkbox"/>	<b>Other</b>	
<b>LOCATION</b>		
<b>Zone/Section</b>	<b>Dumpsite</b>	
	<b>Time</b>	<b>Contract Monitor</b>
<b>Loading</b>		
<b>Dumping</b>		

## ANNEX E:

### FEMA Public Assistance (PA) Guidance

#### Debris Removal & Monitoring Under a Stafford Act Presidential Disaster Declaration

##### Debris Removal

Debris removal activities, such as clearance, removal, and disposal, are eligible as Category A if the removal is in the public interest based on whether the work:

- Eliminates immediate threats to lives, public health, and safety;
- Eliminates immediate threats of significant damage to improved public or private property; or
- Ensures economic recovery of the affected community to the benefit of the community at large.

Debris includes, but is not limited to, vegetative debris, construction and demolition (C&D) debris, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage.

Removal of debris from improved public property and public rights-of-way (ROWs), including Federal-aid roads, is eligible. If State, Territorial, Tribal, or local governments authorize residents to place incident-related debris on public ROWs, FEMA provides PA funding to remove the debris from the ROWs for a limited period of time.

Also eligible is the removal of leaning trees, hanging limbs, and stumps that are on public property and ROWs that present a threat to public health and safety.

Removal of debris placed on the public ROWs from commercial properties is not eligible. Additionally, removal of materials related to the construction, repair, or renovation of either residential or commercial structures is not eligible.

Debris removal from the following is not eligible:

- Federally maintained navigable channels and waterways
- Flood control works under the authority of the Natural Resources Conservation Service (NRCS)
- Agricultural land
- Natural, unimproved land, such as heavily wooded areas and unused areas
- Private roads with restricted access (e.g., roads behind locks, gates, or guards) and private property (unless approved case-by-case based on the Federal Coordinating Officer's concurrence on the demonstration of an immediate threat as determined by a public health official, and the applicant's documented legal authority to alleviate such a threat)

##### Debris Monitoring

Monitoring of the debris removal operations is also required and eligible. For FEMA to determine the eligibility of debris removal operations, the Applicant must provide debris types, quantities, reduction methods, and pickup and disposal locations. FEMA requires the Applicant to monitor all contracted debris operations to document this information and ensure that its contractor removes eligible debris. The Applicant may use force account resources (including temporary hires), contractors, or a combination of these for monitoring. If the Applicant does not monitor contracted debris removal operations, it will jeopardize its PA funding for that work. If the Applicant does not use a contractor to remove the debris, and instead chooses to remove the debris using their own employees' labor and equipment, the Applicant is not required to hire a separate party to monitor the Applicant's debris removal operations. However, the Applicant still must essentially serve as their own monitor and document the same type of information that they would to monitor a debris removal contractor. This will allow



FEMA to make a determination of reasonableness of cost for the debris operations performed with Applicant-owned resources, and to determine that the locations from which the Applicant removed debris was an eligible location (i.e., not on private property or roads, natural areas, commercial properties, etc.).

### **Temporary Debris Management Sites (TDMS)**

If an applicant uses a TDMS to stage, sort, and reduce debris, the TDMS must be approved for use by the NC Department of Environmental Quality, Solid Waste Section. Failure to obtain such approval will jeopardize reimbursement of costs associated with operations at the TDMS.

### **Contract Procurement**

Applicants must document compliance with Local, State, and Federal procurement standards (2 CFR Part 200.317-326) as a condition of receiving PA funding for contract costs for eligible work. The applicant's procurement process must provide full and open competition, and conduct all necessary affirmative steps to ensure the use of minority businesses, women's business enterprises, and labor surplus area firms when possible.

Unless your own procurement policy is more restrictive than the federal guidance, the federal guidance is most restrictive.

### **Debris Challenges**

#### **•Contract Procurement**

Failure to properly procure (according to Federal regulations) debris contracts is probably the single biggest factor that can jeopardize reimbursement for debris operations.

#### **•Contract Types**

The initial debris clearance (i.e., Phase I response "cut & toss" operations) to clear debris from the roadway and push to the ROW can be done on a time-and-materials basis for a "reasonable" period of time. Once the roads are open and passable, debris operations shift to Phase II recovery for loading, hauling, reduction, and disposal. These debris removal operations should not be performed by a time-and-materials contract, but instead should be based on unit prices (e.g., per cubic yard, per ton, per leaning tree, per hanging limb, per stump extracted, per unit of white goods, etc.)

#### **• Lack of Proper Monitoring**

Failure to properly monitor debris contractors, or failure to self-monitor and document locations and quantities of debris removed by an Applicant's own forces, will jeopardize an applicant's reimbursement. FEMA has also identified circumstances in which there has been no oversight by the applicant over their debris monitoring firm, resulting in denial or de-obligation of funding.

For example, when FEMA monitored applicants' contracted monitors, funding was reduced when FEMA found incidences where the monitoring firm consistently overstated the percent full for debris truck load calls from the monitoring tower at debris management sites, giving credit for 100% full loads that were clearly less than 100% full.

#### **•Debris Removal from Ineligible Locations / Road Systems**

Generally, the eligible applicant to be reimbursed for removing debris (Phase II recovery) from a public ROW is determined by ownership of that road system.

**•Local Roads:** These are roads that are owned and maintained by a municipality. The local government is the eligible applicant to remove debris from their own system roads.

- State/Federal Roads: Generally, these are the responsibility of GDOT. However, a local government (municipality within their city limits or county in unincorporated areas) can enter into a Memorandum of Agreement (MOA) with GDOT to release authority to the local government to remove vegetative disaster debris, and FEMA accepts this legal transfer of authority and recognizes the municipal or county government as the eligible applicant for removal of vegetative disaster debris from state/federal roads within their jurisdiction. Local governments should be sure to have this MOA with GDOT in place if they intend to remove vegetative disaster debris from a state or federal road maintained by GDOT. If you already have an MOA with GDOT and wish to activate it, please contact GDOT.

- Private/Orphan Roads: These types of “non-system” roads (i.e., not part of a local or state government’s road system) are generally not eligible for reimbursement as these roads systems and ROWs are not the legal responsibility of an eligible PA applicant (unless approved by the Federal Coordinating Officer on a case-by-case basis).

Note I: For Phase I response “cut & toss” operations necessary to make roads open/passable to traffic and emergency response operations, a local government can perform those emergency clearance operations on any road (public or private) within their jurisdiction. However, once those roads are open/passable, the eligibility of Phase II recovery operations for removal, reduction, disposal, etc. reverts back to the eligible Applicant (if any exists) that has legal responsibility for that road system, subject to potential exceptions as described above (i.e., MOA with GDOT, FCO approval of private roads eligibility, etc.).

Note II: If you, as an applicant under the FEMA Public Assistance program, do not have a contract in place for your debris removal operations, debris monitoring operations, pumping operations, or any other “time is of the essence” contract you require, be strongly advised that misleading or misguided discussions from contractors to applicants suggesting “ways” to avoid proper federal procurement rules are rampant. Reductions to PW’s and de-obligations (after payments are made) are greatly increasing in federal disasters due to various contractors’ misleading information to applicants on federal procurement guidance.

Being falsely led to sidestep the federal regulations can result in some portion, or all, of a project worksheet(s) being reduced or de-obligated.

If you do not feel comfortable about an offer of service being made to you directly, or are offered a unique way to “get on board” another entity’s contract, or if you are being told that a “cooperative agreement” is allowed but it really sounds like piggybacking (piggybacking is never allowed under federal guidance), walk away and put the service out to bid.

**ANNEX F:**

**Temporary Debris Management Site Checklist**

**Facility Name:** \_\_\_\_\_

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

**Facility ID:** \_\_\_\_\_

**Inspected By:** \_\_\_\_\_

Inspection Checklist	Yes	No	N/A
Does the actual location of the site match the information provided in the request?			
Is site access currently controlled? If so, describe: Checkpoint established to control entrance and estimate volume			
Does the site meet the following setbacks:			
<b>Potable Well:</b>			
500 feet (if storing C&D)			
100 feet (if storing only Yard Trash)			
<b>Natural or Artificial Water Bodies:</b>			
200 feet (if storing C&D)			
50 feet (if storing only Yard Trash)			
Is the proposed site located in a water body or wetland?			
Is the proposed site located on the right-of-way of any public road or alley?			
Is there any preexisting waste or other material on site? If so, describe:			
<b>Site Ownership/Control:</b>			
Is the Site Owned by the local government entity			
Is the site under private ownership? If so, describe: FDOT leased the site from owner			
Is there an agreement authorizing the use of the private site? If so, describe: Previously executed the parties			

**Site Notes**

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**ANNEX G:**

**EXAMPLE DAILY OPERATIONAL REPORT**

**CONTRACT NO.** \_\_\_\_\_

<b>DAILY REPORT</b>						
CONTRACTOR: CONTRACT NO:					DATE OF REPORT:	
Truck No.	Location of Work	Landfill Trips	Tonnage Totals	Local Collection Site Trips	Tonnage Totals	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
			DAILY TOTALS			

LOAD TICKET SAMPLE

<b>LOAD TICKET</b>		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Tare (ton):	
Load Size (Tons):		
Truck Driver:		
<b>DEBRIS CLASSIFICATION</b>		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
<b>LOCATION</b>		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

Note: This is a four- part Form: Original goes to the Applicant Agent; Yellow to the Contractor; Pink to the Driver; Gold to

FEMASAMPLE TRUCK PLACARD

---

**Company Name**

---

**Truck Number**

---

**Tare**

---

**Weighed by and Date**



**ANNEX H:**

**MUTUAL AID AGREEMENT EXAMPLE**

**INTERGOVERNMENTAL EMERGENCY MUTUAL AID AGREEMENT**

**STATE OF \_\_\_\_\_ CITY / COUNTY \_\_\_\_\_**

WHEREAS, (State Name) law authorizes local governments to contract with each other to provide services, and  
WHEREAS, (State Name) law and state policy also provides for certain reimbursements or financial aid to local government for certain natural disasters or emergency conditions declared by the Governor, and  
WHEREAS, the (City or County Name) finds it to be in its best interest to have such mutual aid agreements with other local governmental bodies in the state and region,

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereto agree as follows:

1. The (City or County Name) hereby agrees to provide through its Director of Public Works such mutual aid as may be requested by a governmental unit, which has emergency conditions of a natural disaster as defined by (State Name) law. The aid rendered shall be to the extent of available personnel and equipment not required for minimum needs of the (City or County Name). The judgment of the Director of Public Works or his designee shall be final as to the personnel and equipment so available.
2. Personnel dispatched to aid another jurisdiction shall remain employees of the (City or County Name), but shall work under the supervision of the Director of Public Works of the requesting jurisdiction. The (City or County Name) retains the right to withdraw any and all aid rendered upon direction of the Director of Public Works.
3. The Director of Public Works will provide a list of hourly rates and equipment costs, and hours worked for all such aid rendered to the requesting jurisdiction for all actual costs, and the requesting jurisdiction agrees to compensate such claim for costs incurred as expeditiously as possible.
4. The (City or County Name) will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting jurisdiction agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify the (City or County Name) for any and all claims occurring while its personnel and equipment are working under the direction of the Director of Public Works of the requesting jurisdiction. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement.
5. The purpose of these recitals is to insure that the (City or County Name) is reimbursed all costs and assumes no additional liabilities as a result of this agreement. Neither party to this agreement shall be liable, for its failure or refusal to render aid pursuant to this agreement. The Director of Public Works shall in his sole discretion determine the manner which such emergency aid may be used. (or his/her designee in charge of operations)

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below and is binding upon the \_\_\_\_\_ and the requesting jurisdiction.

Date signed \_\_\_\_\_ CITY / COUNTY OF \_\_\_\_\_ by: \_\_\_\_\_

Date signed \_\_\_\_\_ REQUESTING JURISDICTION \_\_\_\_\_ by: \_\_\_\_\_

**ANNEX I:**

**Mutual Aid Agreement Template**

**MUTUAL AID AND ASSISTANCE AGREEMENT  
FOR DISASTERS AND OTHER RELATED EMERGENCIES**

WHEREAS, the safety of the citizens of (Applicant Agent) is of the utmost importance to all levels of local government;

WHEREAS, the Jurisdiction of \_\_\_\_\_ (the “Jurisdiction”) and \_\_\_\_\_ (“XXXX”) seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel, and equipment in the event of a local disaster or other emergency;

WHEREAS, (Applicant Agent) and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to Georgia Revised Statute, municipalities and local governments are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services during a natural or human-made disaster and/or other emergency; now

THEREFORE, the parties agree as follows:

**SECTION I**

**DEFINITIONS**

- A. “Agreement” shall mean this document, the “Mutual Aid Agreement for Disasters and Other Emergencies.”
- B. “Aid and Assistance” shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.
- C. “Authorized Representative” shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide assistance under the terms of this Agreement.
- D. “Disaster or other emergency” shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property damage resulting from an intentional, accidental, natural disaster or any other incident which directly affects public safety and poses an unreasonable risk to citizen safety, health and/or their property.
- E. “Provider” means a party to this Agreement that has received a request to furnish aid and assistance to the party in need (“Recipient”).
- F. “Recipient” means a party to this Agreement receiving aid and assistance from another party.

**SECTION II**

**OBLIGATIONS OF THE PARTIES**

- A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party’s foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a

request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.

- B. Procedures for Requesting Assistance – Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone, to be followed as soon as practicable by a written confirmation of that request.
- C. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.
- D. Traveling Employees – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs of the Provider’s traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider’s personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food, and, if necessary, lodging. If Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested.
- E. Supervision and Control – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider’s personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider’s supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider’s supervisory personnel and Recipient. Based upon such assignments set forth by Recipient, Provider’s supervisory personnel shall have the authority to:
  - 1. Assign work and establish work schedules for Provider’s personnel;
  - 2. Maintain daily personnel time records, material records, a log of equipment hours and Resource Tracking Sheets;
  - 3. Report work progress to Recipient at regular intervals as specified by Recipient.
- F. Period of Service; Renewability; Recall – Unless agreed otherwise, the duration of the Provider’s assistance shall be for an initial period of 24 hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider’s personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least 8 hours advance notification to Recipient of Provider’s intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

### **SECTION III**

#### **REIMBURSEMENT**

- A. Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.
  - 1. Personnel – During the period of assistance, Provider shall continue to pay its employees their normal and customary wages, including overtime when necessary, according to any then prevailing ordinances, rules, regulations, and/or agreements.
  - 2. Equipment – Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
  - 3. Material and Supplies – Provider shall be reimbursed for all materials and supplies furnished by it, used, or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct,

intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and State of Georgia reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.

- B. Record Keeping – Recipient shall provide information, directions, and assistance for record keeping to Provider's personnel; Provider shall maintain records and invoices for reimbursement.
- C. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- D. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, G of Georgia, and the federal government, and shall maintain such records for such time period as is defined in Georgia law for Records Retention.

## **SECTION IV**

### **PROVIDER'S EMPLOYEES**

- A. Rights and Privileges - Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.
- B. Workers' Compensation - Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees.

## **SECTION V**

### **NONDISCRIMINATION**

In accordance with Article 15 of the Executive Law ("Human Rights Law") and all other applicable local, State, and Federal constitutional, statutory, and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or the region for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status, or marital status.

## **SECTION VI**

### **HOLD HARMLESS**

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligence, acts, errors and/or

omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

## **SECTION VII**

### **AMENDMENTS**

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

## **SECTION VIII**

### **DURATION OF AGREEMENT**

- A. Term – This Agreement shall be for a term of five (5) years from the date of execution by both parties, unless the Agreement is renewed or terminated as set forth in this section.
- B. Renewal – This Agreement may be extended for an additional five (5) year term by written agreement of the parties hereto.
- C. Termination – Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

## **SECTION IX**

### **HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

## **SECTION X**

### **SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.





## ICS 204 Assignment List

**Purpose.** The Assignment List(s) (ICS 204) informs Division and Group supervisors of incident assignments. Once the Command and General Staffs agree to the assignments, the assignment information is given to the appropriate Divisions and Groups.

**Preparation.** The ICS 204 is normally prepared by the Resources Unit, using guidance from the Incident Objectives (ICS 202), Operational Planning Worksheet (ICS 215), and the Operations Section Chief. It must be approved by the Incident Commander, but may be reviewed and initialed by the Planning Section Chief and Operations Section Chief as well.

**Distribution.** The ICS 204 is duplicated and attached to the ICS 202 and given to all recipients as part of the Incident Action Plan (IAP). In some cases, assignments may be communicated via radio/telephone/fax. All completed original forms must be given to the Documentation Unit.

### Notes:

- The ICS 204 details assignments at Division and Group levels and is part of the IAP.
- Multiple pages/copies can be used if needed.
- If additional pages are needed, use a blank ICS 204 and repaginate as needed.

Block Number	Block Title	Instructions
1	<b>Incident Name</b>	Enter the name assigned to the incident.
2	<b>Operational Period</b> <ul style="list-style-type: none"> <li>• Date and Time From</li> <li>• Date and Time To</li> </ul>	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	<b>Branch</b> <b>Division</b> <b>Group</b> <b>Staging Area</b>	This block is for use in a large IAP for reference only.  Write the alphanumeric abbreviation for the Branch, Division, Group, and Staging Area (e.g., "Branch 1," "Division D," "Group 1A") in large letters for easy referencing.
4	<b>Operations Personnel</b> <ul style="list-style-type: none"> <li>• Name, Contact Number(s) <ul style="list-style-type: none"> <li>– Operations Section Chief</li> <li>– Branch Director</li> <li>– Division/Group Supervisor</li> </ul> </li> </ul>	Enter the name and contact numbers of the Operations Section Chief, applicable Branch Director(s), and Division/Group Supervisor(s).
5	<b>Resources Assigned</b>	Enter the following information about the resources assigned to the Division or Group for this period:
	• Resource Identifier	The identifier is a unique way to identify a resource (e.g., ENG-13, IA-SCC-413). If the resource has been ordered but no identification has been received, use TBD (to be determined).
	• Leader	Enter resource leader's name.
	• # of Persons	Enter total number of persons for the resource assigned, including the leader.
	• Contact (e.g., phone, pager, radio frequency, etc.)	Enter primary means of contacting the leader or contact person (e.g., radio, phone, pager, etc.). Be sure to include the area code when listing a phone number.
	• Reporting Location, Special Equipment and Supplies, Remarks, Notes, Information	Provide special notes or directions specific to this resource. If required, add notes to indicate: (1) specific location/time where the resource should report or be dropped off/picked up; (2) special equipment and supplies that will be used or needed; (3) whether or not the resource received briefings; (4) transportation needs; or (5) other information.
Block Number	Block Title	Instructions

6	<b>Work Assignments</b>	Provide a statement of the tactical objectives to be achieved within the operational period by personnel assigned to this Division or Group.
7	<b>Special Instructions</b>	Enter a statement noting any safety problems, specific precautions to be exercised, dropoff or pickup points, or other important information.
8	<b>Communications</b> (radio and/or phone contact numbers needed for this assignment) <ul style="list-style-type: none"> <li>• Name/Function</li> <li>• Primary Contact: indicate cell, pager, or radio (frequency/system/channel)</li> </ul>	<p>Enter specific communications information (including emergency numbers) for this Branch/Division/Group.</p> <p>If radios are being used, enter function (command, tactical, support, etc.), frequency, system, and channel from the Incident Radio Communications Plan (ICS 205).</p> <p>Phone and pager numbers should include the area code and any satellite phone specifics.</p> <p>In light of potential IAP distribution, use sensitivity when including cell phone number.</p> <p>Add a secondary contact (phone number or radio) if needed.</p>
9	<b>Prepared by</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• Position/Title</li> <li>• Signature</li> <li>• Date/Time</li> </ul>	Enter the name, ICS position, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).

**XI. PLAN IMPLEMENTATION**

This plan goes into effect once all parties listed below have approved the plan. By signing in the appropriate section, representatives of those parties signify approval of this plan in its entirety. Walton County Emergency Management will ensure the plan is reviewed on an annual basis. The review will take place one year from the most current signature date. Once all signatures have been accomplished, this document and all its Annexes (A through M) becomes the official Debris Management Plan for Walton County Georgia.

\_\_\_\_\_  
Walton County BOC

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

**WALTON COUNTY ELECTIONS**

Physical: 1110 E Spring St, Suite 100  
Mailing: 303 S Hammond Drive, Dept 465  
Monroe, GA 30655  
770-267-1337 770-267-1408 FAX  
Lorilee Wood, Chairman  
elections@co.walton.ga.us



May 2, 2023

Board of Commissioners:

I am sending this letter on behalf of the Board of Elections. Lorilee Wood and Henry Ivey were appointed to our Board by the Board of Commissioners and their 4 year terms are ending on June 30, 2023. They are seeking reappointment as of July 1, 2023. A letter of appointment needs to be sent directly to the Superior Court Judge of Walton County. Please send me a copy of that letter so that I can have it for my records.

Please let me know if you need anything else from me.

Thank you,  
Jenni Phipps

A handwritten signature in cursive script that reads "Jenni Phipps".

Walton County  
Director of Elections



# Azalea Regional Library System

Serving Greene, Hancock, Jasper, Morgan, Putnam, and Walton Counties

1121 East Avenue  
Madison, Georgia 30650

[www.azalealibraries.org](http://www.azalealibraries.org)

Phone: (706) 342-4974  
Fax: (706) 342-4510

May 24, 2023

Walton County Board of Commissioners  
Attn: Chairman David Thompson  
303 South Hammond Drive  
Suite 330  
Monroe, GA 30655

Dear Mr. Thompson:

The Walnut Grove Library will have four (4) vacancies on its Library Board of Trustees as of July 1, 2023. Terms for current Trustees, Timothy Baker, June Pringle, C. Brad Stewart, and Lisa Whitehead, will end on June 30, 2023. These individuals have served for two (2) terms and therefore are not eligible to be re-appointed by Walton County at this time per the Library Board's Constitution and Bylaws. These Trustees have represented Walton County very well during their time on the library board and we are deeply indebted to them for the time and attention they gave the library and library board.

We request that **Claudia Anderson, Dean Bossi, Donald Cannon, and Cheryl Rainey** be appointed to fill these vacancies for a six-year term beginning July 1, 2023, and ending June 30, 2029.

All of the proposed Trustees are residents of Walton County and we feel they would be good additions to the Walnut Grove Library Board.

Thank you for your consideration of this request.

Sincerely,

Nancy Condon  
Deputy Director

cc: file



# Azalea Regional Library System

Serving Greene, Hancock, Jasper, Morgan, Putnam, and Walton Counties

1121 East Avenue  
Madison, Georgia 30650

[www.azalealibraries.org](http://www.azalealibraries.org)

Phone: (706) 342-4974  
Fax: (706) 342-4510

May 26, 2023

Walton County Board of Commissioners  
Attn: Chairman David Thompson  
303 South Hammond Drive  
Suite 330  
Monroe, GA 30655

Dear Mr. Thompson:

The Monroe-Walton Library will have a vacancy on its Library Board of Trustees as of July 1, 2023. Terms for a current Trustee, Susan Blair, will end on June 30, 2023. Ms. Blair has served one term and is eligible to be re-appointed by Walton County for a second term per the Library Board's Constitution and Bylaws. She has represented Walton County very well during their time on the library board and is a vital member of the library board.

We request that **Susan Blair** be re-appointed for a second six-year term beginning July 1, 2023, and ending June 30, 2029.

Ms. Blair is a resident of Walton County and we feel she will continue to be good representatives of the County on the Monroe-Walton County Library Board.

Thank you for your consideration of this request.

Sincerely,

Nancy Condon  
Deputy Director

cc: file





**TOWN OF BETWEEN GEORGIA**  
**1926 New Hope Church Road**  
**PO Box 46**  
**Monroe Georgia 30655**  
**townofbetweenga.com**

May 10, 2023

Mr. John Ward  
 County Manager  
 Walton County Government  
 111 South Broad Street  
 Monroe, Georgia 30655

**RE: Heritage Parkway/Ayers Park**

In 2021, past Chairman Kevin Little was approached with a request to have a one-acre parcel of property on Heritage Parkway donated to the Town of Between for the construction of a new town hall. Due to escalating inflation, supply chain issues and the rapid rise in building material costs at the time bids were solicited, it became obvious that the project cost had far exceeded the available funds. Since that time, the council made the decision to build the new town hall on the existing location.

I spoke with Parks Director Jody Johnson to ascertain what additional features were planned for Ayers Park. He stated that he was working with a private entity to improve the frisbee golf course but that was all that was proposed in phase one of the park design. I asked him what his immediate needs for the park were and he stated that they need 10-12 additional pickleball courts to meet the demand requested by local players. He stated that if they had the additional courts, the county could sponsor regional pickleball tournaments which can't be done with the four current courts.

The Town of Between would like to offer a proposal. We would deed the 1+ acre site (which is adjacent to the current courts) back to the county for the express purpose of building the additional pickleball courts. The only stipulation would be that this be completed in a timely manner, the installation of wiring for future lighting fixtures and that the pickleball complex be named as "The Between Pickleball Complex at Ayers Park". As part of the project, the Town of Between would purchase and install aluminum 3 tier bleachers at each court site for use by players waiting to utilize the courts.

I feel that this would be a great addition to Ayers Park and shows that the County and Town can work together to provide much needed recreational facilities for the citizens of Walton County and the Town of Between.

Your consideration is greatly appreciated.

  
 Robert Post

