



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, November 02, 2021 at 6:00 PM  
Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia  
Phone: 770-267-1301 | Fax: 770-267-1400

## AGENDA

1. **PUBLIC COMMENT/PRESENTATIONS** | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*
2. **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. Denial of Z21080001 - Rezone 4.79 acres from R1 to B1 for a Dollar General Store - Applicant: SW North Monroe LLC/Owner: Jessica Byrd - Property located at 2971 Gratis Rd/ & Mt Vernon Rd/Map/Parcels C1610052 -District 4
  - 4.2. Accept Withdrawal of LU21080011/Rezone - Z21080004 - LU Amendment from Highway Corridor to Neighborhood Residential & Rezone 44.56 acres from A1 to R1OSC for a residential subdivision - Applicant: Ridgecliff LLC/Owner: April Browning - Property located at 845 Cedar Ridge Rd/Map/Parcels C0910002 - District 5
  - 4.3. Approval with Conditions - CU21080030 - Conditional Use for telecommunications tower - Applicant: New Cingular Wireless PCS LLC (DBA AT&T)/Owner: Hugh Floyd Atha, Jr. - Property located at 192 Pleasant Valley Rd/Map/Parcel C1380029 - District 4  
  
*Conditions: Slats in fence in lieu of landscape buffer*
  - 4.4. Approval of Z21080023 - Rezone 1.401 acres from R1 to A1 to be combined with 5889 Centerhill Church Rd - Applicant: Kevin Shelnett/Owners: Kevin & Shelley Shelnett - Property located at 336 Brook Hollow Ln/Map/Parcels N011F018 – District 2
  - 4.5. Approval with Conditions - Z21090003 - Rezone 5.24 acres from A1 to A to allow dog breeding and kennel - Applicant: Lacey Adkins/Owners: Ryan Nolan & Lacey Adkins - Property located at 405 Willow Springs Ln/Map/Parcels C1720092Y00 - District 4

*Conditions: 1. Per the Application, 2. All kennels inside enclosed barn, 3. Limit to 8 kennels*

**4.6.** Approval of Z21090005 - Rezone 1.70 acres from A1 to A2 to create a buildable lot - Applicant/Owner: Chelsea Helton, a/k/a Chelsea Leigh Boozer - Property located at Cown Rd/Map/Parcels C0600077G00 – District 1

**4.7.** Approval of Z21090010 - Rezone 1.79 acres from R1 to B1 for a personal care home/residential care facility - Applicant/Owner: Viorica Vernyika - Property located at 5500 Hwy 20/Pointer Rd/Map/Parcels C0070048 - District 2

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

**5.1.** Approval of October 5, 2021 Meeting Minutes

**5.2.** Contracts & Budgeted Purchases of \$5000 or Greater

**5.3.** Walton EMC Powerline Easement - Garrett Road Property - Contingent upon Co. Attorney review

**5.4.** FY22 LMIG Application

**5.5.** Acceptance of Grant - Bullet Proof Vests - Sheriff's Office

**5.6.** Lease Agreement - Advantage Behavioral Health - Leroy Anderson Road

**5.7.** Lease Agreement - Advantage Behavioral Health - Ga. Hwy. 11 S

**5.8.** Ratification of Actions taken by WCWSA

**5.9.** Acceptance of VOCA Grants

**5.10.** Limited Warranty Deed - Walnut Grove Sewer Treatment Plant

**6. RESOLUTIONS**

**6.1.** Resolution - FY22 Budget Amendments

**6.2.** Resolution - Amending Project Length Budget - Pickleball Courts FY22

**6.3.** Resolution - Consent to provide notice to the WIBA to transfer certain fire stations currently held by the WIBA pursuant to an Installment Sale Agreement, dated as July 1, 2005, between the Authority and the County. The Installment Sale Agreement was entered into by the Authority and the County for the purpose of refinancing the costs of the acquisition, construction and installation of the fire stations for the benefit of the County.

- [6.4.](#) Resolution - Consenting to the Bond Resolution of the WIBA in connection with the issuance of bonds for the jail project and approving the IGA between WC and the WIBA in connection with issuance of such bonds
- [6.5.](#) Resolution - Consenting to the Bond Resolution of the WCWSA in connection with the issuance of refunding bonds Series 2021 in connection with HLC Reservoir and approving the IGA between WC and WCWSA in connection with the issuance of such bonds
- [6.6.](#) Resolution - Consenting to the Bond Resolution of the WCWSA in connection with the issuance of refunding bonds Series 2026 in connection with HLC Reservoir and approving the IGA between WC and WCWSA in connection with the issuance of such bonds
- [6.7.](#) Resolution - Amending the Service Delivery Strategy for Stanton Springs and Stanton Springs North

## 7. HUMAN RESOURCES

- [7.1.](#) Proposed Amendments to Civil Service Personnel Rules and Regulations - Promotions/Reclassifications/Starting Salaries and Resolution

## 8. CONTRACTS

- [8.1.](#) Contract/Proposal - Ascension Program Management - Walnut Grove Park
- [8.2.](#) Contract/Proposal - Ascension Program Management - Courtroom Renovation
- [8.3.](#) Amended IGA - Revenue Sharing Agreement for Stanton Springs and Stanton Springs North

## 9. DISCUSSION

## 10. ANNOUNCEMENTS

## 11. EXECUTIVE SESSION

## 12. ADJOURNMENT

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

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

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

For more information, please contact Rhonda Hawk.

# Rezone Z21080001

## Staff Analysis

Commission District: **4 - Bradford**

Planning Commission Hearing Date: **09-02-2021—cancelled & continued to 9-9-2021**  
**Tabled case until 10-07-2021**

Board of Commissioners Hearing Date: **11-02-2021**

Parcel ID: **Map C1610052**

Acreage: **4.79**

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**Applicant:**

**SW North Monroe, LLC**  
**4151 Ashford Dunwoody Road**  
**Atlanta, Georgia 30319**

**Owner:**

**Jessica Elizabeth Byrd**  
**536 Walton Drive**  
**Bethlehem, Georgia 30620**

**Property Location:** 2971 Gratis Road

**Current Character Area:** Village Center

**Current Zoning:** R1

**Request:** Rezone from R1 to B1 to allow a Dollar General Store.

**Site Analysis:** The 4.79 acres tract of land is located on 2971 Gratis Road. The surrounding properties are zoned R1 and A2.

**Zoning History:** No History

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

**Staff Comments/Concerns:**



**Comments and Recommendations from various Agencies:**

**Public Works:** The location of the Proposed Entrance/Exit area of this Development may need to have additional intersection payment alignment improvements to facilitate a safe environment.

**Sheriffs' Department:** The Walton County Sheriff's Office regularly conducts business checks throughout the county on main thoroughfares. Business checks are conducted twice per night shift when time permits. The addition of this business would be 730 additional checks per year

**Water Authority:** This area is served by a 6" water main along Gratis Rd. (static pressure: 100 psi, Estimated fire flow available: 950 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No issues – Ensure hydrant within 500'.

**Fire Code Specialist:** Building shall comply with state and local building and fire codes. A fire hydrant shall be located within 500 ft. of the building.

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

**Development Inspector:** No comment received.

**DOT Comments:** Will not require DOT coordination.

**Archaeological Information:** No comment received.

**PC ACTION 9/9/2021:**

1. Rezone – Z21080001– Rezone 4.79 acres from R1 to B1 for a Dollar General Store– Applicant: SW North Monroe LLC/Owner: Jessica Byrd – Property located on 2971

**Gratis Rd/Map/Parcels C1610052 – District 4.**

**Presentation:** Kit Creighton and Collin Edwards represented the case. Kit Creighton stated that they are requesting the property to be rezoned from R1 to B1 for a Dollar General. She stated they do research and find suitable areas for development. Collin Edwards stated that the 2017 Comprehensive Plan says that the area is Village Center. In this area, there is already a store and a church across the street. This Dollar General will be bigger than most Dollar General Stores in the county. It will be 10,640 sq. ft. with 50 parking spaces with access off Gratis Road. The location is more than 6 miles from a regular grocery store. They are working on an architectural design, which will show the store being brick with accent columns. The site plan showed a 50 ft. buffer but they will be increasing the buffer to 100 ft. on the rear which abuts Gratis Heights Subdivision and to the west; and the store will be on septic. They will also leave dense growth on the site for buffering. The request for a Dollar General is in line with the Future Land Use Map. Mr. Edwards stated most Dollar Generals lack having produce and fresh perishables – This store will be participating in the Feeding America Program (Which is a program where they place a store in areas known as “Food Deserts”- where there are no places close by to get produce and fresh perishables). This Dollar General will have 80% fresh produce and enhanced coolers for cold cuts, eggs etc. This is a new concept to the Dollar General stores. They did not just willy nilly out of the blue pick this spot that there was a study and there is a lack of a grocery store in the area. They are asking for a Dollar General only for this 4-acre lot.

Brad Bettis asked about how many trucks would be coming to this store and Mr. Edwards said once per week for an 18-wheeler. GDOT stand hard to handle site distance.

Timothy Kemp asked if they communicated with the people in the area. He stated that there is no concept to bring a grocery store to the area because there is a grocery store and it has been a part of the Gratis Community for as long as he can remember. This grocery store does a great job and the owner has a relationship with the community that lives there.

Blake Davis who lives in the Gratis area spoke. He stated that the notification of the rezone should have one sign on each street frontage. He stated there is only one sign on the largest area of the lot but there is no sign on Mt. Vernon Road. Mr. Davis also stated that there are 11 Dollar General Stores in the county. He also stated that there is no right of way on the corner where the existing Gratis Store is and the pumps go all the way up to the street. He said if a Dollar General is placed here that it could create issues for updating roads. Mr. Davis stated that this would be the 12<sup>th</sup> Dollar General Store. He stated that there are 7 stores within 15 miles of where they want to put this Dollar General. Mr. Davis also stated that Monroe was getting a new Publix in the area. He said that there is a

**Dollar General in every bare corner around the State and over the past 10 years the Board of Commissioners has allowed these stores here and they have unhealthy boxed stuff. He also stated that due to Covid and lack of staff and lack of maintenance, the detention ponds are not being taken care of. He stated he is a certified pest control person and that the detention ponds cause mosquitos and other insects. He also stated that the roadway is a concern. Where they want to put this Dollar General, it is not a state road or highway. He stated that it would increase trucks and increase traffic. The store would create problems in the future. In Gratis Heights, there are 7 residences that abut this property and the home values will diminish. The store will also affect the quality of life of the neighbors because of the location of the detention; it could cause severe problems such as flies and rodents. Gratis Store has created friends and this will affect this small business. The people here take pride in their community and pride in life. He requests the Board to deny the Dollar General.**

**Tim Hinton asked the Applicant if they wanted to come back for rebuttal and they stated no.**

**Recommendation: Tim Hinton made a motion to Table the case until next month so that the signage issue can be corrected with a second by John Pringle. The motion carried unanimously.**

# Rezone Application # Z 2108 000 1 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 9-2-2021 at 6:00PM held at **WC Board of Comm. Meeting Room**  
Board of Comm Meeting Date 10-5-2021 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1610052

Applicant Name/Address/Phone #

SW North Monroe, LLC  
4151 Ashted Dunwoody Road, Atlanta, GA 30319  
404-475-9000

Property Owner Name/Address/Phone

Jessica Elizabeth Byrd  
536 Walton Drive, Bethlehem, GA 30620

E-mail address

(if more than one owner, attach Exhibit A)

Phone #

404/475-9000

Phone #

Location:

2971 Gratis Road

Requested Zoning

**B1**

Acreage

4.79

Existing Use of Property

Currently there is a house on the property & 3 barns

Existing Structures

Currently there is a house on the property & 3 barns

The purpose of this rezone is

to achieve commercial zoning to construct a new, 10,640 square foot Dollar General store

Property is serviced by the following

Public Water

Yes

Provider

Walton County

Well

Public Sewer

Provider

Septic Tank

Yes

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

Signature

Date

7/30/21

Fee Paid

\$ 400.00

**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

RI

Surrounding Zoning

North

RI

South

RI

East

RI

West

A2 RI

Comprehensive Land Use

Village Center

**DRI Required?**

Y

N

Commission District

4-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: Jack Carvalho

Address: 4151 Ashford Dunwoody Road NE, Atlanta, GA 30319

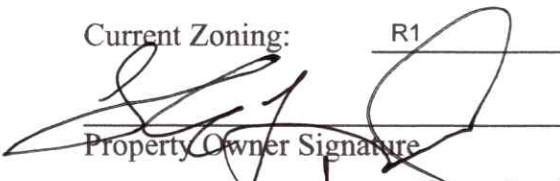
Telephone: 404-475-9000

Location of Property: 2971 Gratis Road

Monroe, GA 30656

Map/Parcel Number: C1610052

Current Zoning: R1 Requested Zoning: BT B1

  
Property Owner Signature

Property Owner Signature

Print Name: JESSICA BYRD Print Name: \_\_\_\_\_

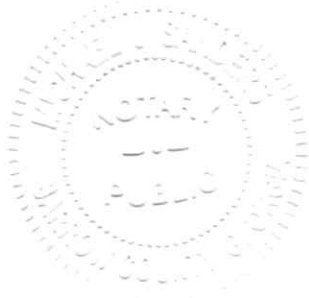
Address: 567 536 WALTON DR. BETHLEHEM, GA 30620 Address: \_\_\_\_\_

Phone #: 770 415 2764 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.

  
Notary Public

30-July-2021  
Date



My Commission Expires  
19-July-2025

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

**1) The existing land uses and zoning of nearby property.**

Currently, this site is zoned R1 and has a house and two barns on the property. The neighboring property to the west is vacant land with frontage on Gratis Road and is zoned R1. At the rear property line, we neighbor four houses that are a part of the Gratis Heights subdivision. The land across Gratis Road is a church zoned R1. The property caddy corner to us is a convenience store zoned B1. The property across Mt. Vernon Road is a tract currently zoned A2R1 with two houses on it.

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

Property values are not at their highest potential in this village center node as there is only one retail option currently available. With the surrounding land serving as a residence, it prevents growth in value of the current commercial businesses along Gratis Road, such as the Gratis Store caddy corner to our site. Due to the village center designation of this intersection, properties here would be at their highest value with a greater concentration of retail to support the surrounding residential pieces.

**3) The extent to which the destruction of property values of the plaintiffs promotes the health, safety, and general welfare of the public.**

Zoning to B1 along Gratis Road is in accordance with the village center development plan and includes appropriate buffers, landscaping, and traffic safety measures to mitigate risks on the public. The land currently generates minimal tax revenue whereas a Dollar General retail store will generate a steady long-term source of tax dollars for public use. Additionally, the residents of the subdivision to our rear will not be adversely affected as this site will adhere to a fifty-foot undisturbed buffer. This fifty-foot buffer will also be incorporated on the western property line of the subject parcel, so that Dollar General will have as minimal an impact on the vacant land neighboring our site as possible. The buffer and screening measures should minimize any impact on adjacent properties.

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

The gain to the public includes tax revenue for the county plus 10 jobs for citizens of the surrounding area. Access to convenient retail goods and groceries in an underserved part of the county will save citizens time and money. Dollar General has begun utilizing a new 10,640 square foot prototype that is larger than their older 9,100 square foot model. The additional 1,540 square feet allows for these stores to incorporate an additional thirty-eight coolers and more fresh food available for purchase. A Dollar General at the corner should not change the characteristics of the area.

**5) The suitability of the subject property for the zoned purposes.**

Current site has a house and two buildings that were built prior to the introduction of the Walton County Zoning code. The building in the northeast corner of the property, at the intersection of Gratis Road and Mt. Vernon Road, was formerly the Gratis Country Store. The former store shows that this site has previously supported a commercial use, and we would like to give this community that option again. Now that the county has adopted their code and established a future vision for this intersection, rezoning this parcel for a commercial use would allow for the county to begin moving toward its land use designation for this area. The Dollar General store is a compatible neighbor at the corner to the church and the convenience store at two of the surrounding corners. In consideration of the subdivision to the rear, this store will adhere to the county's commercial zoning requirements, and it will provide a viable retail option for those residents as well.

**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 we are attempting to rezone has been occupied by a single-family home since 1920. The additional structures on the property have been there since 1900 according to the county tax assessor. The building on the property that sits almost right on the intersection was previously used commercially as the Gratis Country Store. Since those buildings were constructed, the surrounding parcels have undergone a good deal of change. The other corners at this parcel have been filled with new construction in the time since our property was developed. In comparison to the era in which our property was originally developed, there are more residents in this area than there were then. Those households are currently underserved in terms of retail, and access to convenient retail, home decor and grocery goods in an underserved part of the county will save citizens time and money.



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4151 Ashford Dunwoody Road, NE  
Suite 155  
Atlanta, GA 30319  
404.475.9000 • 404.475.9600 (Fax)

July 27, 2021

Walton County Commissioners

Re: Letter of Intent to rezone +/- 4.79 acres of property at 2971 Gratis Road SW corner of Gratis Road and Mt. Vernon Road (caddy corner to the Gratis Store and across Gratis Road from Center Hill Baptist Church of Gratis) from R1 to B1.

To whom it may concern,

As the applicant for this rezoning, SW North Monroe LLC is respectfully requesting approval to rezone an approximately 4.79 acres of land from R1 to B1 at 2971 Gratis Road sitting on the SW corner of Gratis Road and Mt. Vernon Road in Walton County, Georgia. This parcel previously housed the Gratis Country Store prior to its closing. Since that store shut its doors, there has not been a viable retail option to take its place. The property is located caddy corner to the Gratis Store and across Gratis Road from Center Hill Baptist Church of Gratis. The developed corners are currently zoned B1, R1, and A2/R1 in accordance with the Walton County Future Development Map. The applicant is requesting the rezoning to build a 10,640 sq. ft Dollar General retail store.

The property behind the proposed site is the Gratis Heights subdivision which is zoned R1. To the west of the property along Gratis Road is vacant land zoned R1. The site will have a 50 ft buffer to shield the store from neighbors. It should be noted that the closest house is approximately 375ft from where the Dollar General building would be situated. Future land use at this intersection calls for an activity center at this intersection that would be comprised of uses including retail.

The proposed Dollar General building would be constructed of brick with varying architectural accents on the front and two sides. The front and two sides of the building will also incorporate parapets to screen the rooftop HVAC units. All building lights would be full-cutoffs (shielded) to direct the light downward and not outward, while the two or three parking lot lights would be "shoe-box" type fixtures directing the light downward. This will ensure there is minimal light pollution from the store. The site will be served by septic, as county sewer is not available. The site would be served by county water. The store will operate from 8am to 10pm and create approximately 10 new jobs for citizens of the surrounding area. Dollar General has recently begun utilizing a larger prototype for their new stores. In contrast to their older model 9,100 square foot stores, they now are building larger, 10,640 square foot stores. The additional 1,540 square feet allow for Dollar General to provide more coolers (38 in total) to stock more refrigerated grocery items as well as a larger amount of fresh produce. Along with the new coolers, there will be additional rows providing even more grocery products. The attached exhibits can better showcase that.



We would appreciate your positive consideration of our rezoning request. Should you need any additional information or have questions regarding our rezoning request, please reach me through phone at 404-475-9000 or via email at [jack@sullivanwickley.com](mailto:jack@sullivanwickley.com)

Sincerely,



Jack Carvalho  
SW North Monroe, LLC

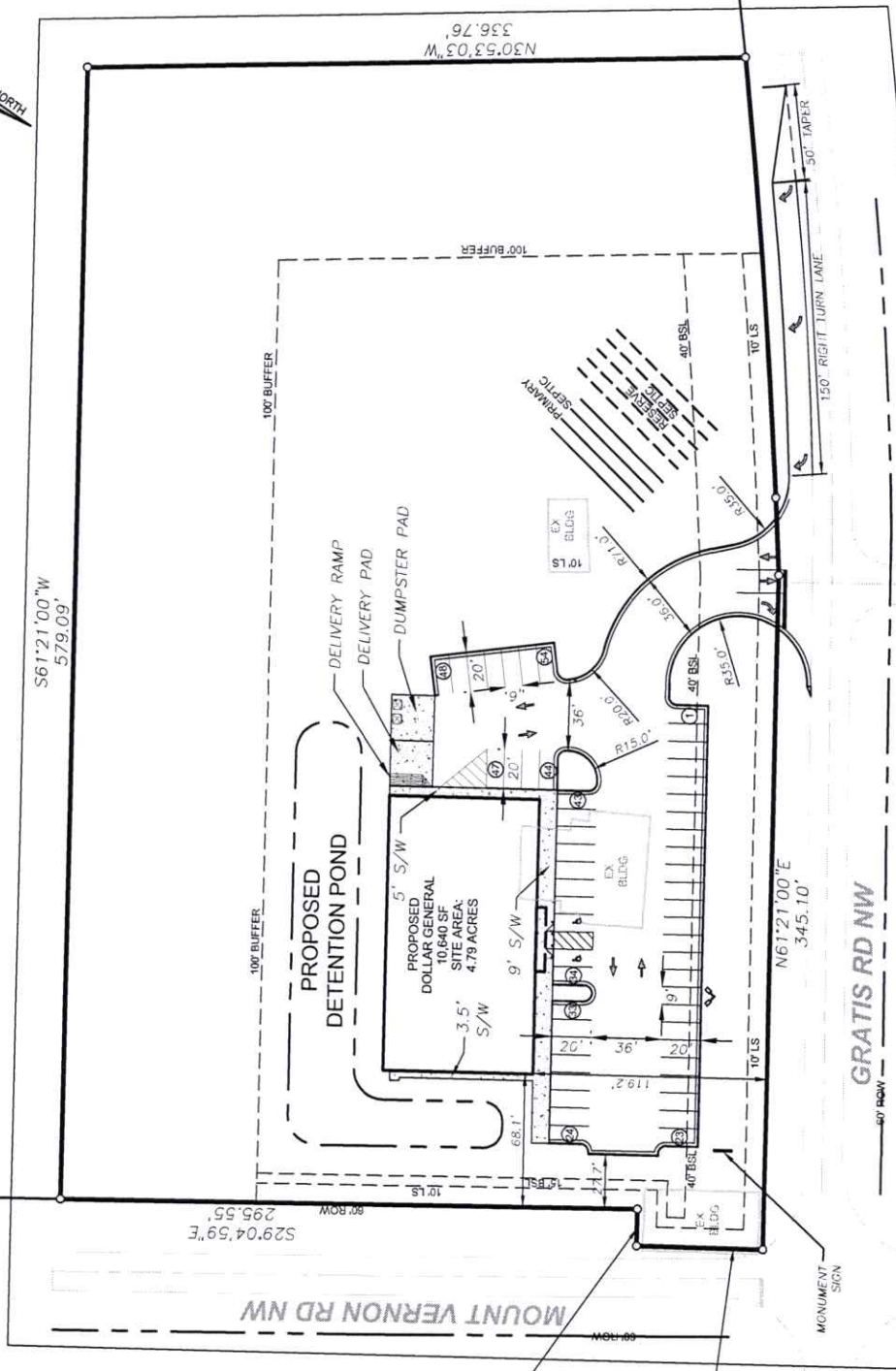
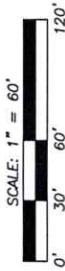


Amended Site Plan 9/1/2022

<b>PRELIMINARY SITE PLAN</b> COUNTY/STATE - STREET: WALTON COUNTY, GA - 2971 GRATIS RD	
PROTOTYPE: 10,640 - D+ BLDG/SALES SF: 10,640 GFA 8,526 SALES	DEVELOPER COMPANY: SW NORTH MONROE, LLC ROCHESTER & ASSOC.
DATE: 9/1/2021	DESIGNER COMPANY: FLETCHER-SIEGFRIED
ACREAGE: 4.79	NAME: BRIAN SULLIVAN
PARKING SPACES: 54	PHONE #: (404) 475-9000 PHONE #: (770) 718-0600

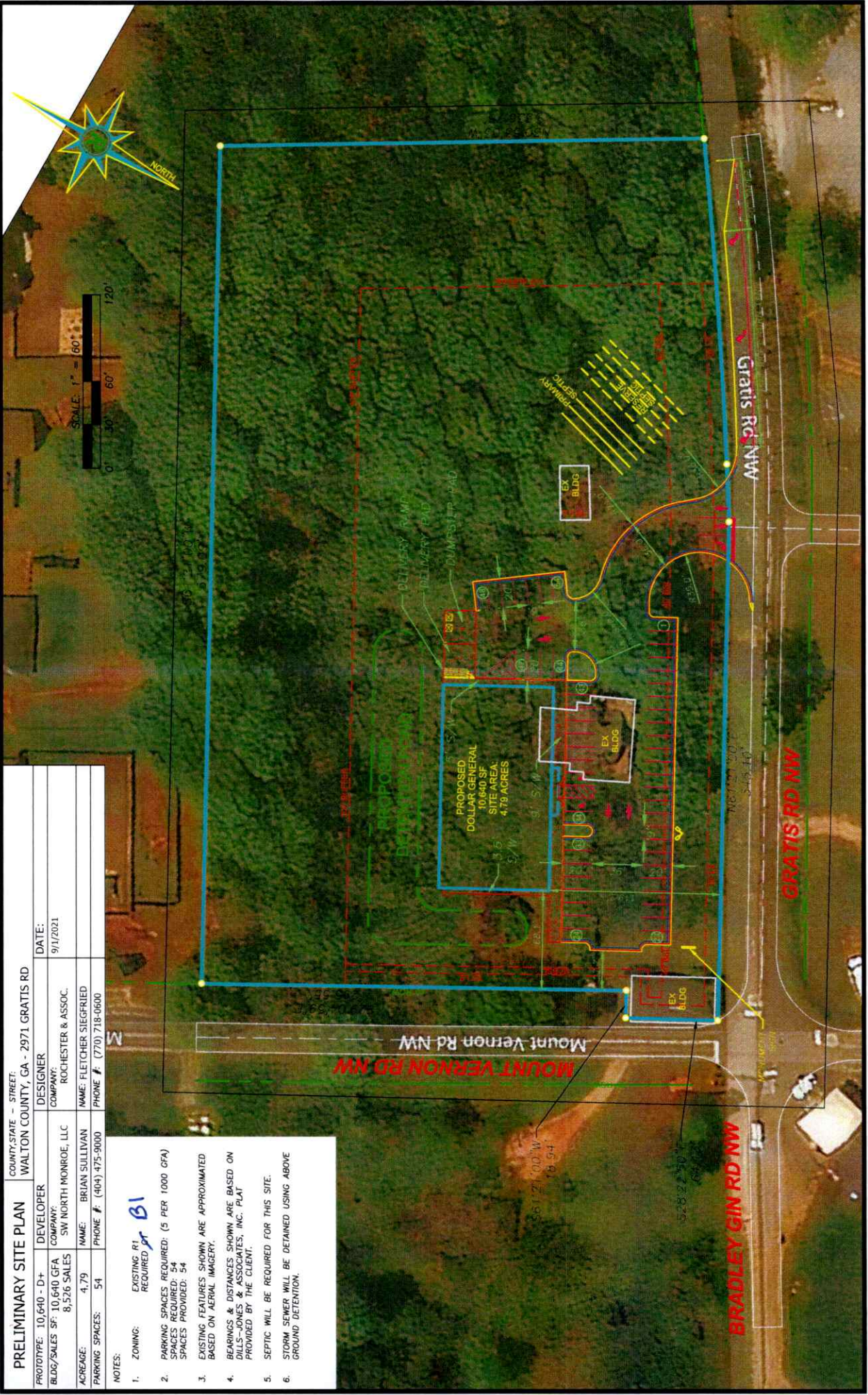
NOTES:

1. ZONING: EXISTING R1 REQUIRED **R1**
2. PARKING SPACES REQUIRED: (5 PER 1000 GFA)  
SPACES REQUIRED: 54  
SPACES PROVIDED: 54
3. EXISTING FEATURES SHOWN ARE APPROXIMATED BASED ON AERIAL IMAGERY.
4. BEARINGS & DISTANCES SHOWN ARE BASED ON DILLS-JONES & ASSOCIATES, INC. PLAT PROVIDED BY THE CLIENT.
5. SEPTIC WILL BE REQUIRED FOR THIS SITE.
6. STORM SEWER WILL BE DETAINED USING ABOVE GROUND DETENTION.





Amended Site Plan 9/1/2021



<b>PRELIMINARY SITE PLAN</b>		COUNTY, STATE - STREET: WALTON COUNTY, GA - 2971 GRATIS RD	
PROTOTYPE: 10,640 - D+	DEVELOPER	DESIGNER	DATE:
BLDG/SALES SF: 10,640 GFA 8,526 SALES	COMPANY: SW NORTH MONROE, LLC	ROCHESTER & ASSOC.	9/1/2021
ACREAGE: 4.79	NAME: BRIAN SULLIVAN	NAME: FLETCHER SIEGFRIED	
PARKING SPACES: 54	PHONE #: (404) 475-9000	PHONE #: (770) 718-0600	

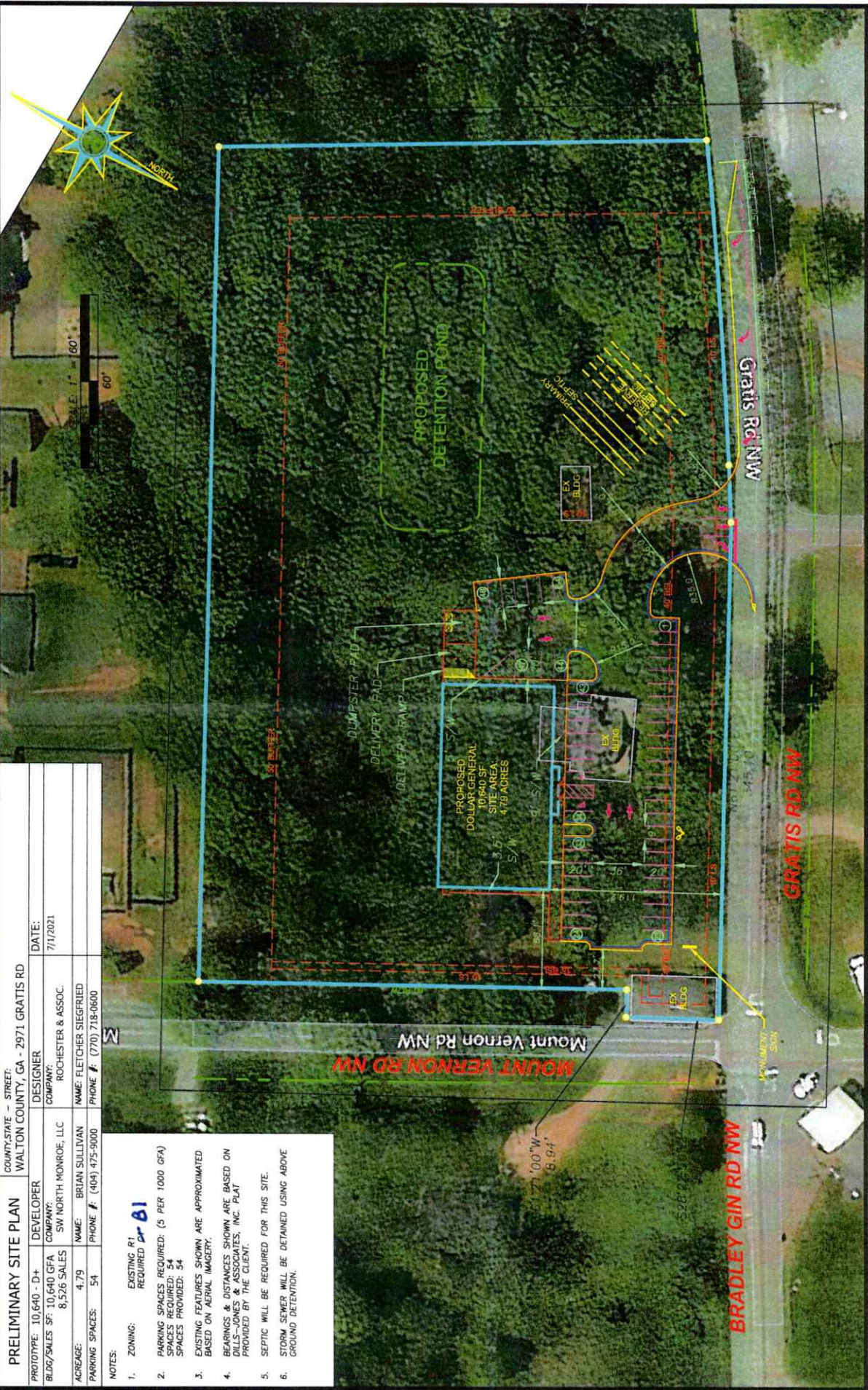
- NOTES:
1. ZONING: EXISTING B1  
REQUIRED: **B1**
  2. PARKING SPACES REQUIRED: (5 PER 1000 GFA)  
SPACES REQUIRED: 54  
SPACES PROVIDED: 54
  3. EXISTING FEATURES SHOWN ARE APPROXIMATED  
BASED ON AERIAL IMAGERY.
  4. BEARINGS & DISTANCES SHOWN ARE BASED ON  
DILL'S - JONES & ASSOCIATES, INC. PLAT  
PROVIDED BY THE CLIENT.
  5. SEPTIC WILL BE REQUIRED FOR THIS SITE.
  6. STORM SEWER WILL BE DETAINED USING ABOVE  
GROUND DETENTION.



7/1/2021 Site Plan

<b>PRELIMINARY SITE PLAN</b>	COUNTY/STATE - STREET: WALTON COUNTY, GA - 2971 GRATIS RD
PROTOTYPE: 10,640 - D+	DESIGNER: ROCHESTER & ASSOC.
BLDG/SALES SF: 10,640 GFA 8,526 SALES	DATE: 7/1/2021
ACREAGE: 4.79	NAME: BRIAN SULLIVAN
PARKING SPACES: 54	PHONE #: (770) 718-0600

- NOTES:
- ZONING: EXISTING B1  
REQUIRED **B1**
  - PARKING SPACES REQUIRED: (5 PER 1000 GFA)  
SPACES REQUIRED: 54  
SPACES PROVIDED: 54
  - EXISTING FEATURES SHOWN ARE APPROXIMATED  
BASED ON AERIAL IMAGERY.
  - BEARINGS & DISTANCES SHOWN ARE BASED ON  
EXISTING SURVEYS BY ROCHESTER, INC. PLAN  
PROVIDED BY THE CLIENT.
  - SEPTIC WILL BE REQUIRED FOR THIS SITE.
  - STORM SEWER WILL BE DETAINED USING ABOVE  
GROUND DETENTION.







Z21080001 – 2971 Gratis Road

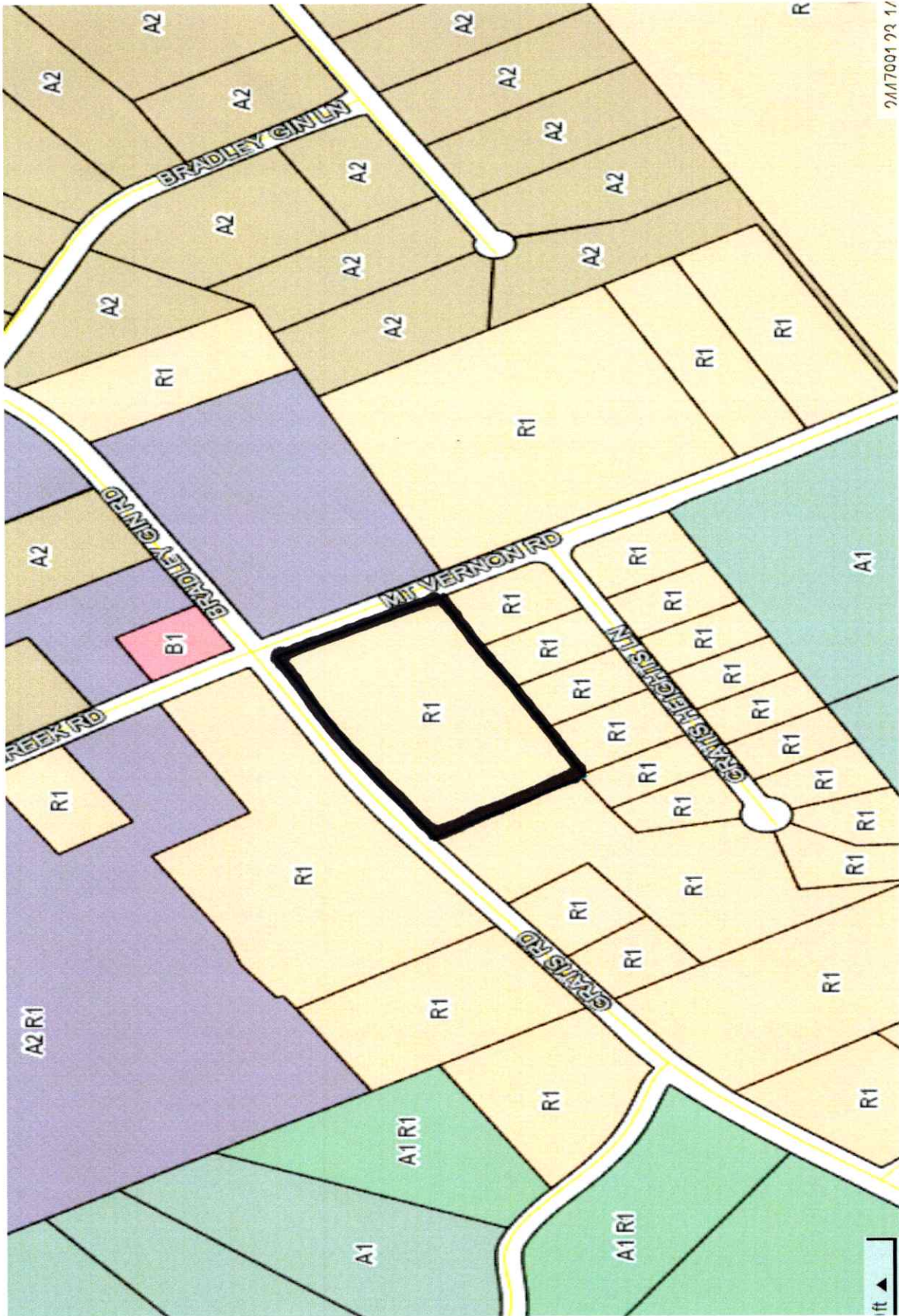


Z21080001 – 2971 Gratis Road





Z21080001 – 2971 Gratis Road







4151 Ashford Dunwoody Road, NE  
Suite 155  
Atlanta, GA 30319  
404.475.9000 • 404.475.9600 (Fax)

September 28, 2021

Walton County Planning and Zoning  
303 S Hammond Drive  
Monroe, GA 30655

To whom it may concern,

Please accept this amendment to our rezoning application for the above referenced property. This revision includes a revised site plan shifting the stormwater pond from its previous location behind the building to its current location on the right side of the building, in the low part of the property. Also included are our Constitutional Objections to be made part of our application.

Thanks for your help in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jack Carvalho'.

Jack Carvalho  
SW North Monroe, LLC

**Constitutional Objections**

**09/28/21**

**Rezoning of approx 4.79 acres at Parcel ID: C1610052  
(the "Property"), Walton County Georgia  
Z21080001**

The portions of the Zoning Resolution of Walton County, Georgia, also variously known as the Zoning Code of Walton County, Georgia and/or Official Zoning Map of Walton County, that classify, or that may classify the Property, into the zoning classification of B1 as it presently exists violate the Applicant's right to the unfettered use of the property in that the existing zoning classification limiting use of the land and improvements to a district with only a narrow range of uses, which are no longer economically viable for the market area within which the property lies and does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classification is unconstitutional in that it is arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

The portions of the Walton County Zoning Resolution and Zoning Map that classify, or that may classify the Property, into any zoning district other than the B1 use category requested by the Applicant or to any of the other zoning districts of the County which specifically allow for commercial/retail uses, are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, 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.

Any application of the Walton County Zoning Resolution/Zoning Code of Walton County or Zoning Map to the Property that restricts its use to any zoning classification other than the category requested by the Applicant or an equivalent category of equal utility for B1 conditionally approved development is unconstitutional, illegal, null and void because such an application constitutes a taking of the Applicant'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 Article I, 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, because such an application denies the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the Walton County Board of Commissioners without any rational basis, thereby constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, 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 Walton County to amend the official Zoning District Map of Walton County, as it relates to the Property, to the zoning categories requested by the Applicant, or an equivalent category of equal utility for Commercial/Retail uses in the manner requested by the Applicant use would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant 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 change in the designation of the Property by the Official Zoning Map of the Walton County that subjects the Property to conditions that are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to an unconstitutional category and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

A denial of this Application or approval subject to more restrictive conditions than those requested by the Applicant will give rise to a claim by the Applicant for the monetary damages in the amount of the diminution in value of the Property caused by the restrictions, on the theory, among others, of inverse condemnation in that the Applicant's Property has been taken without the payment of just compensation in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States and Article I of the Constitution of the State of Georgia of 1983. This notice is being given to comply with the provisions of O.C.G.A. § 36-11-1.

Any opponent who brings suit to challenge an approval of this application will lack standing and will have failed to exhaust administrative remedies.





<b>PRELIMINARY SITE PLAN</b>		COUNTY/STATE - STREET: WALTON COUNTY, GA - 2971 GRATIS RD	
PROTOTYPE: 10,640 - D+	DEVELOPER	DESIGNER	DATE:
BLDG/SALES SF: 10,640 GFA 8,526 SALES	SW NORTH MONROE, LLC	ROCHESTER & ASSOC.	9/17/2021
ACREAGE: 4.79	NAME: BRIAN SULLIVAN	NAME: FLETCHER SIEGRIED	
PARKING SPACES: 54	PHONE #: (404) 475-9000	PHONE #: (770) 718-0600	

- NOTES:
1. ZONING: EXISTING RT  
REQUIRED C1
  2. PARKING SPACES REQUIRED: (5 PER 1000 GFA)  
SPACES REQUIRED: 54  
SPACES PROVIDED: 54
  3. EXISTING FEATURES SHOWN ARE APPROXIMATED  
BASED ON AERIAL IMAGERY.
  4. BEARINGS & DISTANCES SHOWN ARE BASED ON  
DILLS-GONES & ASSOCIATES, INC. PLAT  
PROVIDED BY THE CLIENT.
  5. SEPTIC WILL BE REQUIRED FOR THIS SITE.
  6. STORM SEWER WILL BE DETAINED USING ABOVE  
GROUND DETENTION.

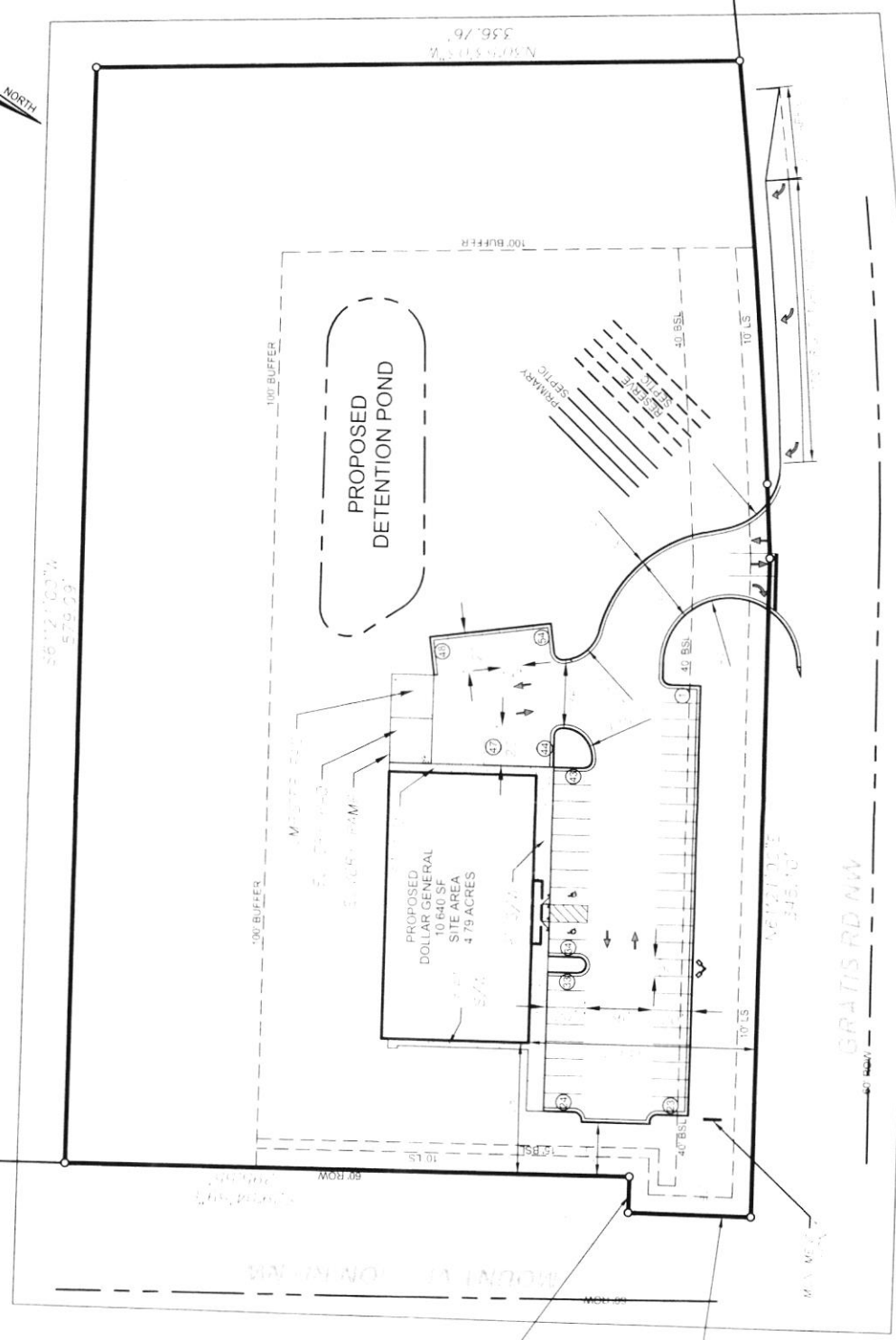




PRELIMINARY SITE PLAN		COUNTY/STATE - STREET: WALTON COUNTY, GA - 2971 GRATIS RD	
PROTOTYPE: 10,640 - D+	DEVELOPER	DESIGNER	DATE:
BLDG/SALES SF: 10,640 GFA 8,526 SALES	COMPANY: SW NORTH MONROE, LLC	COMPANY: ROCHESTER & ASSOC.	9/24/2021
ACREAGE: 4.79	NAME: BRIAN SULLIVAN	NAME: FLETCHER SIEGRIED	
PARKING SPACES: 54	PHONE #: (404) 475-9000	PHONE #: (770) 718-0600	

NOTES:

1. ZONING: EXISTING R1  
REQUIRED C1
2. PARKING SPACES REQUIRED: (5 PER 1000 GFA)  
SPACES PROVIDED: 54  
SPACES REQUIRED: 54
3. EXISTING FEATURES SHOWN ARE APPROXIMATED  
BASED ON AERIAL IMAGERY
4. BEARINGS & DISTANCES SHOWN ARE BASED ON  
AERIAL IMAGERY, INC. PLAT  
PROVIDED BY THE CLIENT.
5. SEPTIC WILL BE REQUIRED FOR THIS SITE
6. STORM SEWER WILL BE DETAINED USING ABOVE  
GROUND DETENTION



**Land Use Amendment LU21080011  
Rezone Z21080004  
Staff Analysis**

Commission District: **5- Adams**

Planning Commission Hearing Date:**09-02-2021**—cancelled and continued to **9-9-2021**  
**Tabled case until 10-07-2021**

Board of Commissioners Hearing Date: **11-02-2021**

**Parcel ID: Map C0910002**

**Acreage: 44.56**

**Applicant:**  
**Ridgecliff LLC**  
**4983 Rabbit Farm Road**  
**Loganville, Georgia 30052**

**Owner:**  
**April Browning**  
**495 Double Bridges Road**  
**Winterville, Georgia 30683**

**Property Location:** 845 Cedar Ridge Road, Monroe, Georgia 30655

**Current Character Area:** Highway Corridor/Neighborhood Residential

**Current Zoning:** A1

**Request:** Land Use Change for front part of property from Highway Corridor to Neighborhood Residential to match the balance of property which is already Neighborhood Residential and Rezone from A1 to R1 OSC for a residential subdivision.

**Site Analysis:** The 44.56 tract of land is located on 845 Cedar Ridge Road. The surrounding properties are zoned City of Monroe and A1.

**Zoning History:** No History

**Character Area:** The character area for this property is Highway Corridor/Neighborhood Residential .

**Staff Comments/Concerns:**

**Comments and Recommendations from various Agencies:**

**Public Works:** Walton County Public Works Recommends, Install a De-cell Lane on Cedar Ridge Road East Side Entry Along With a Stop Sign at the East, West & North Locations with Proper Signage and Thermal Plastic Stripping/Stop Bars & Double Yellow Lane Separation at these three locations. Ga. DOT may need to issue Recommendations due to proximity and Possible Right of Way Ownership. Although Walton County Public Works Maintains this Road Right of Way.

**Sheriffs' Department:** In 2020, the estimated population of Walton County was 94,593. The estimated number of Households in Walton County is 33,350. The Walton County Sheriff's Office answered 41,557 calls for service in 2020. This is an average of 1.25 calls for service per residence. The average number of people per household is 2.8. The addition of 35 new homes would increase the population by an average of 98 people. The service demand of the Sheriff;s Office would increase by 43.75 calls on average.

**Water Authority:** This property is located within the City of Monroe service area.

**Fire Department:** No issues.

**Fire Code Specialist:** No comment

**Board of Education:** With additional housing will have no effect on the Walton County School System.

**Development Inspector:** No comment received.

**DOT Comments:** This will require GDOT coordination.

**Archaeological Information:** No comment received.

**PC ACTION 9/9/2021:**

1. Land Use Amendment LU21080011/Rezone – Z21080004– LU Amendment from Highway Corridor to Neighborhood Residential & Rezone 44.56 acres from A1 to R1OSC for a residential subdivision– Applicant: Ridgecliff LLC/Owner: April Browning – Property located on 845 Cedar Ridge Rd/Map/Parcels C0910002 – District 5.

**Presentation** There was no one present. Applicant requested that the case be Tabled until next month.

**Recommendation:** Tim Hinton made a motion to Table the case until next month with a second by Timothy Kemp. The motion carried unanimously.



# Character Area Map Amendment

Application # LU 21080011

Planning Comm. Meeting Date 9-2-2021 at 6:00PM held at **WC Board of Comm. Meeting Room**  
 Board of Comm. Meeting Date 10-5-2021 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 C0910002

<p><b>Applicant Name/Address/Phone #</b>  <u>Ridgecliff, LLC</u>  <u>4983 Rabbit Farm Rd</u>  <u>Loganville, GA 30052</u>          Phone # <u>770)352-4835</u></p>	<p><b>Property Owner Name/Address/Phone</b>  <u>April Browning</u>  <u>495 Double Bridges Rd</u>  <u>Winterville, GA 30683</u>  <small>(If more than one owner, attach Exhibit 'A')</small>          Phone # <u>678)699-5491</u></p>
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**E-mail Address:** danny1030k@gmail.com

**Location:** 845 Cedar Ridge Rd. Monroe, GA 30655 Acreage 44.564

**Existing Character Area:** Highway Corridor

**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? WPI

Proposed Development:  Single-family  Multi-family  Commercial  Industrial

Proposed Zoning: R105C Number of Lots: 35 Minimum Lot Size: 25,500 sq. ft.

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] 8/9/2021 \$ 200.00  
 Signature Date Fee Paid

Rezone Application # Z21080004

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

Planning Comm Meeting Date: 9/21/2021 at 6:00 p.m. - Government Building  
Board of Comm. Meeting Date: 10/5/2021 at 6:00 p.m. - Historic Courthouse

Map/Parcel CO910-00000-002-000  
CD910002

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Ridgecliff, LLC

April Browning

4983 Rabbit Farm Road

495 Double Bridges Rd

Loganville, Georgia 30052

Winterville, Georgia 30683

E-mail danny1030k@gmail.com

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

Phone # 770-352-4835

Phone # 678-699-5491

Location: 845 Cedar Ridge Rd.  
Monroe, GA 30655

Requested Zoning R1 OSC

Acreage 44.569

Existing Use of Property: A1

Existing Structures: Home Site

The purpose of this rezone is to develop Residential Subdivision.

R1 OSC

Property is serviced by the following:

Public Water \*\* Provider City of Monroe 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.

Danny K. Monahan  
Signature

7-29-2021  
Date

\$ 250.00  
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

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

Existing Zoning A1  
Comp. Land Use Highway Corridor  
Neighborhood Residential  
Commission District S-Adams

Surrounding Zoning: North Monroe South A1  
East: A1 West Monroe  
Watershed: Alcovy River W-P1

Attachment "A"

Property Owner/Address/Phone #

Property: 845 Cedar Ridge Road  
Monroe, GA 30655

Owner: April Browning  
495 Double Bridges Rd  
Winterville, GA 30683  
(678) 699-5491

### 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: Ridgecliff, LLC / Danny Herrmann  
 Address: 4983 Rabbit Farm Rd  
Loganville, GA 30052  
 Telephone: (770) 913-8465 / (770) 352-4835  
 Location of Property: 845 Cedar Ridge Rd  
Monroe, GA 30655  
 Map/Parcel Number: C0910-00000-002-000

Current Zoning: A1 Requested Zoning: R1 OSC

[Signature]  
Property Owner Signature

Property Owner Signature

Print Name: April Browning

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

Address: 495 Double Bridges Rd  
Winterville, GA 30683

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

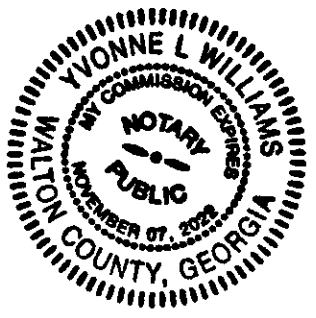
Phone #: 678-699-5491

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

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

Yvonne L. Williams  
Notary Public

8-2-2021  
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.

**According to Tax Assessor Maps, adjoining properties in area are A1 and R1.**

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

**Property values are not diminished. Development will be comparable to those in area.**

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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;

**There should be no destruction of value because homes are to be mid to upper priced. The development will only consist of thirty six (36) homes so any impact will be minimal.**

---

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

**Individual property owner should have no hardship imposed. The development will consist of only thirty six (36) mid to upper range homes. This will be a gain to the public offering a complimentary development of nice mid to upper priced homes.**

---

5. The suitability of the subject property for the zoned purposes; and  
**The subject property is perfectly suited for the purpose of the zoning. Since state requires 150 foot buffer along river, the development will be enhanced by having the benefit of open space along the river which may improve the ambiance of the neighborhood being developed.**

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

**Property has been vacant since 3/30/3021.**

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Ridgecliff, LLC  
4983 Rabbit Farm Road  
Loganville, Georgia 30052  
(770) 913-8465

July 28, 2021

Walton County Planning and Development  
303 S. Hammond Drive  
Monroe, Georgia 30655


Re: Letter of Intent  
845 Cedar Ridge Rd.  
Monroe, Georgia 30655

To Whom It May Concern:

The intent of purchasing the above listed property is to rezone from A1 to R1 OSC for a mid to upper scale subdivision with a homeowner association and open space along the river.

Should you have any questions or need additional information, please do not hesitate to contact me at (770) 352-4835.

Sincerely,

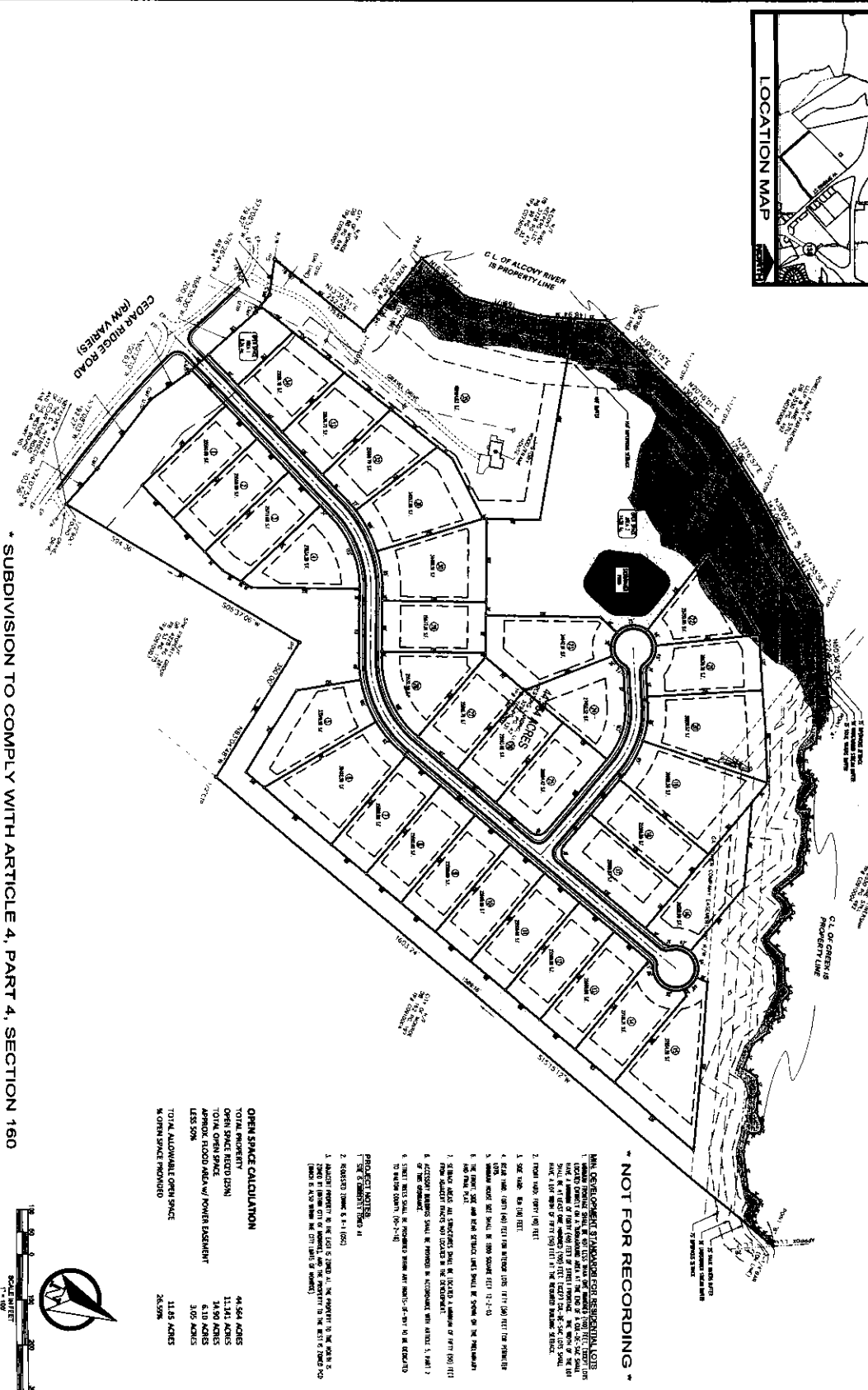
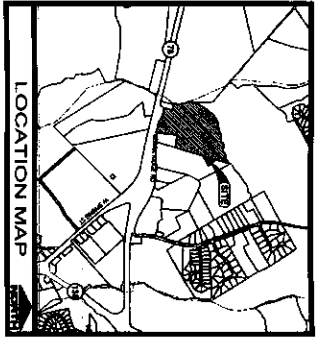
  
Danny K. Herrmann  
Ridgecliff, LLC

DKH:ah





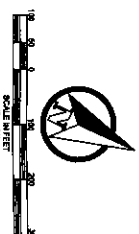




\* SUBDIVISION TO COMPLY WITH ARTICLE 4, PART 4, SECTION 160

**OPEN SPACE CALCULATION**  
 TOTAL PROPERTY 44.564 ACRES  
 OPEN SPACE (WETLAND) 11.141 ACRES  
 TOTAL OPEN SPACE 14.900 ACRES  
 MINIMUM OPEN SPACE 14.900 ACRES  
 LESS 50% 7.450 ACRES  
 TOTAL ALLOWABLE OPEN SPACE 11.450 ACRES  
 % OPEN SPACE PROVIDED 25.59%

- \* NOT FOR RECORDING \***
- MINOR DEVELOPMENT OF 10 LOTS FOR RESIDENTIAL LOTS  
 1. LOT 1: 1.00 ACRES  
 2. LOT 2: 1.00 ACRES  
 3. LOT 3: 1.00 ACRES  
 4. LOT 4: 1.00 ACRES  
 5. LOT 5: 1.00 ACRES  
 6. LOT 6: 1.00 ACRES  
 7. LOT 7: 1.00 ACRES  
 8. LOT 8: 1.00 ACRES  
 9. LOT 9: 1.00 ACRES  
 10. LOT 10: 1.00 ACRES
- PROJECT NOTES:**  
 1. SEE EXHIBIT A FOR SITE PLAN.  
 2. REZONING SHALL BE R-1 (RESIDENTIAL).  
 3. ALL LOTS SHALL BE 1.00 ACRES.  
 4. ALL LOTS SHALL BE 1.00 ACRES.  
 5. ALL LOTS SHALL BE 1.00 ACRES.  
 6. ALL LOTS SHALL BE 1.00 ACRES.  
 7. ALL LOTS SHALL BE 1.00 ACRES.  
 8. ALL LOTS SHALL BE 1.00 ACRES.  
 9. ALL LOTS SHALL BE 1.00 ACRES.  
 10. ALL LOTS SHALL BE 1.00 ACRES.



RECORDING INFORMATION  
 485 RABBIT FARM ROAD  
 LOCAL HAVEN, GA 30027  
 770-327-4833

<p>REVISION</p> <p>DATE</p>	<p>CDP</p> <p>CDP</p>	<p>CDP</p> <p>CDP</p>	<p>CDP</p> <p>CDP</p>	<p>CDP</p> <p>CDP</p>	<p>CDP</p> <p>CDP</p>
<p>NO.</p> <p>DESCRIPTION</p>	<p>DATE</p>	<p>BY</p>	<p>FOR</p>	<p>APPROVED</p>	<p>DATE</p>

21-028

3-Aug-21

**CEDAR RIDGE ROAD PROJECT**

LAND LOT 7 - 2nd DISTRICT

PARCEL ID: C091D-00000-002-000

WALTON COUNTY, GEORGIA

REZONING PLAN

LAND LOT 7 - 2nd DISTRICT

PARCEL ID: C091D-00000-002-000

WALTON COUNTY, GEORGIA

REZONING PLAN

REZONING PLAN

REZONING PLAN

Z21080004 – 845 Cedar Ridge Road



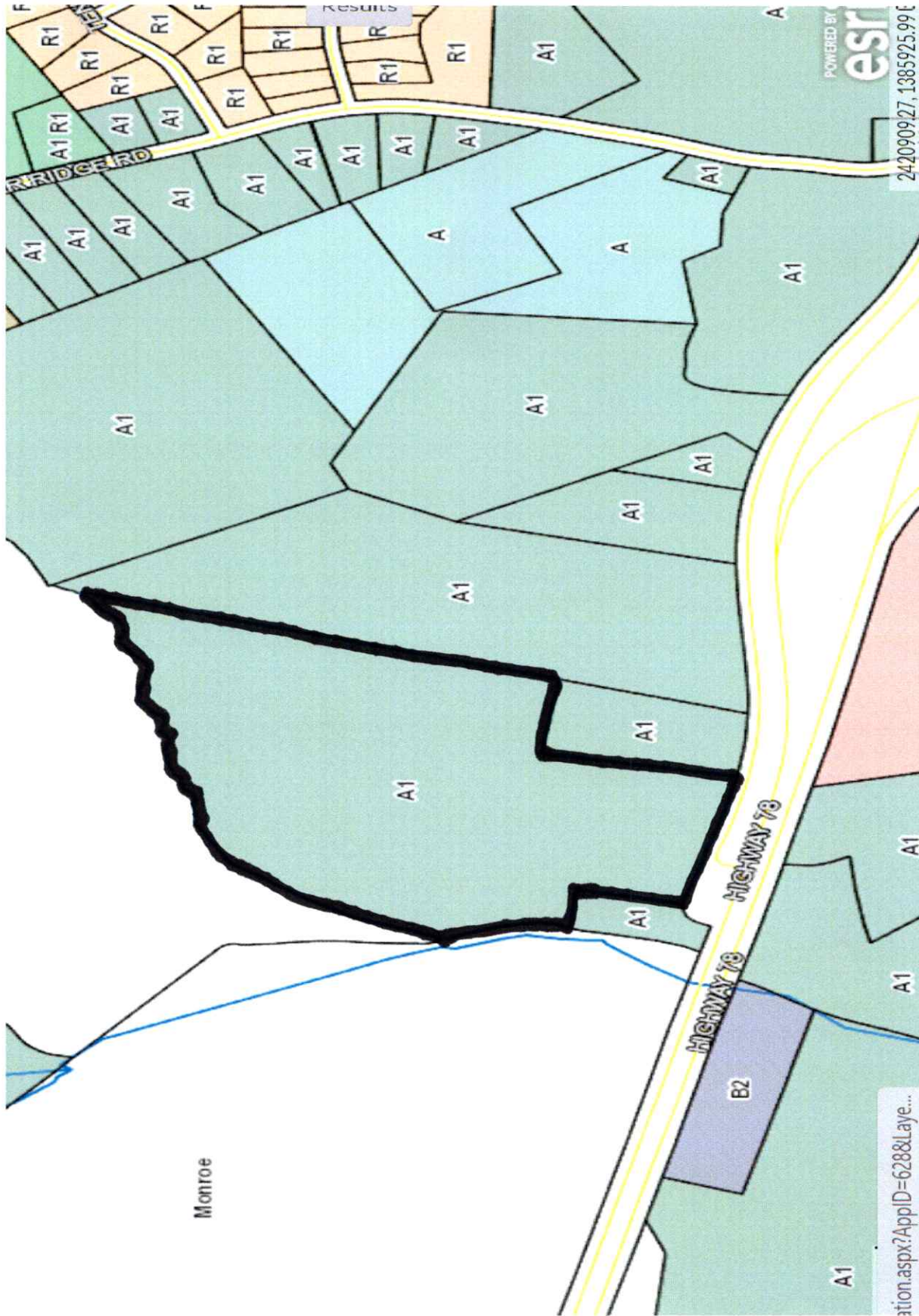


Z21080004 – 845 Cedar Ridge Road

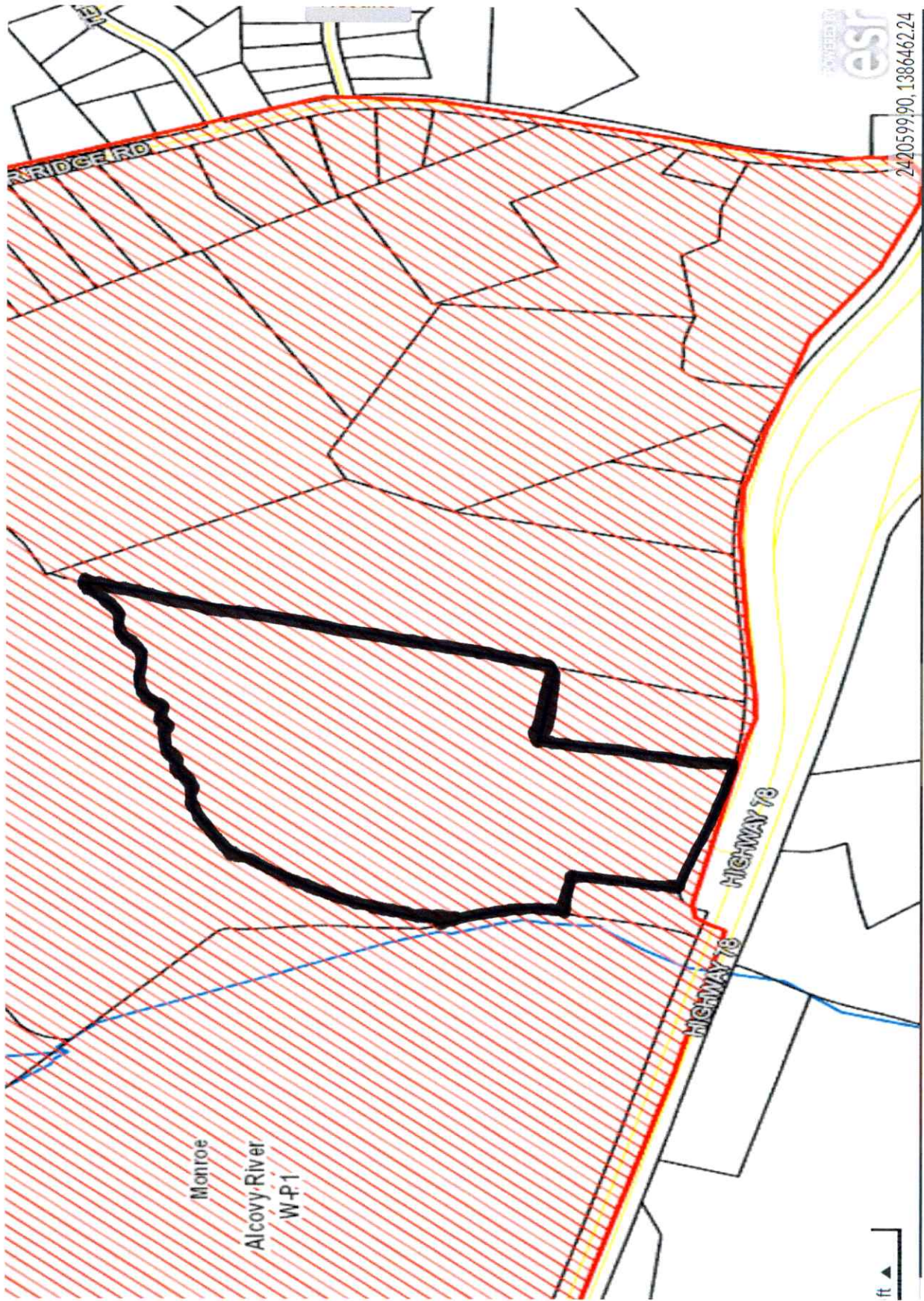




Z21080004 – 845 Cedar Ridge Road











Post Office Box 1249 • Monroe, Georgia 30655  
Telephone 770-267-7536 • Fax 770-267-2319

John S. Howard, Mayor  
Larry A. Bradley, Vice Mayor

rec. 9/10/20

September 7, 2021

Walton County Planning Commission  
303 S. Hammond Dr. Suite 98  
Monroe, Georgia 30655

RE: City of Monroe Response to Application for Land Use Amendment LU21080011 & Rezone Z21080004 of 44.56 acres located at 845 Cedar Ridge Rd.

Honorable Planning Commission Members,

The City of Monroe is an interested party to a rezone and land use amendment at the property located at 845 Cedar Ridge Rd. that will be before you on September 9, 2021.

As you may or may not be aware, the City of Monroe's freshwater intake station is located adjacent to the subject property at 895 Cedar Ridge Rd. at the Alcovy River. This freshwater intake station provides drinking water to over 10,000 customers. Additionally, the City of Monroe supplies Walton County and the City of Loganville with wholesale water that is ultimately distributed countywide. The City of Monroe has concerns over the proposed development, containing 35 lots that would be on septic systems, which could negatively impact water quality in the Alcovy River.

There are many regulatory minimums that the proposed development must meet. The pertinent Georgia Environmental Protection Division regulations as found in "Chapter 391-3-16, Rules for Environmental Planning Criteria" under the Authority of the General Assembly Resolution No. 63, O.C.G.A. 12-2-8, 12-5-20, 12-7-1, state the following:

*7(b)1. The perennial stream corridors of a small water supply watershed within a seven (7) mile radius upstream of a governmentally owned public drinking water supply intake or water supply reservoir are protected by the following criteria:*

*(i) A buffer shall be maintained for a distance of 100 feet on both sides of the stream as measured from the stream banks.*

*(ii) No impervious surface shall be constructed within a 150 foot setback area on both sides of the stream as measured from the stream banks.*

*(iii) Septic tanks and septic tank drainfields are prohibited in the setback area of (ii) above.*

**Councilmembers: Ross Bradley • Myoshia Crawford • David Dickinson  
Norman Garrett • Tyler Gregory • Nathan Little • Lee P. Malcom**





Post Office Box 1249 • Monroe, Georgia 30655  
Telephone 770-267-7536 • Fax 770-267-2319

John S. Howard, Mayor  
Larry A. Bradley, Vice Mayor

The City of Monroe respectfully requests that the Walton County Planning Commission require more than the state minimums of buffers and setbacks due to the immediate proximity of the City's freshwater intake to the septic drainfield areas of the proposed development. An additional 75 feet of buffering and setbacks are requested to ensure more comfort for current and future drinking water quality for our customers and citizens.

I thank you for your consideration of the facts and issues pertaining to our precious water resources. Should you have any questions, please reach out to me for further discussion.

Sincerely,

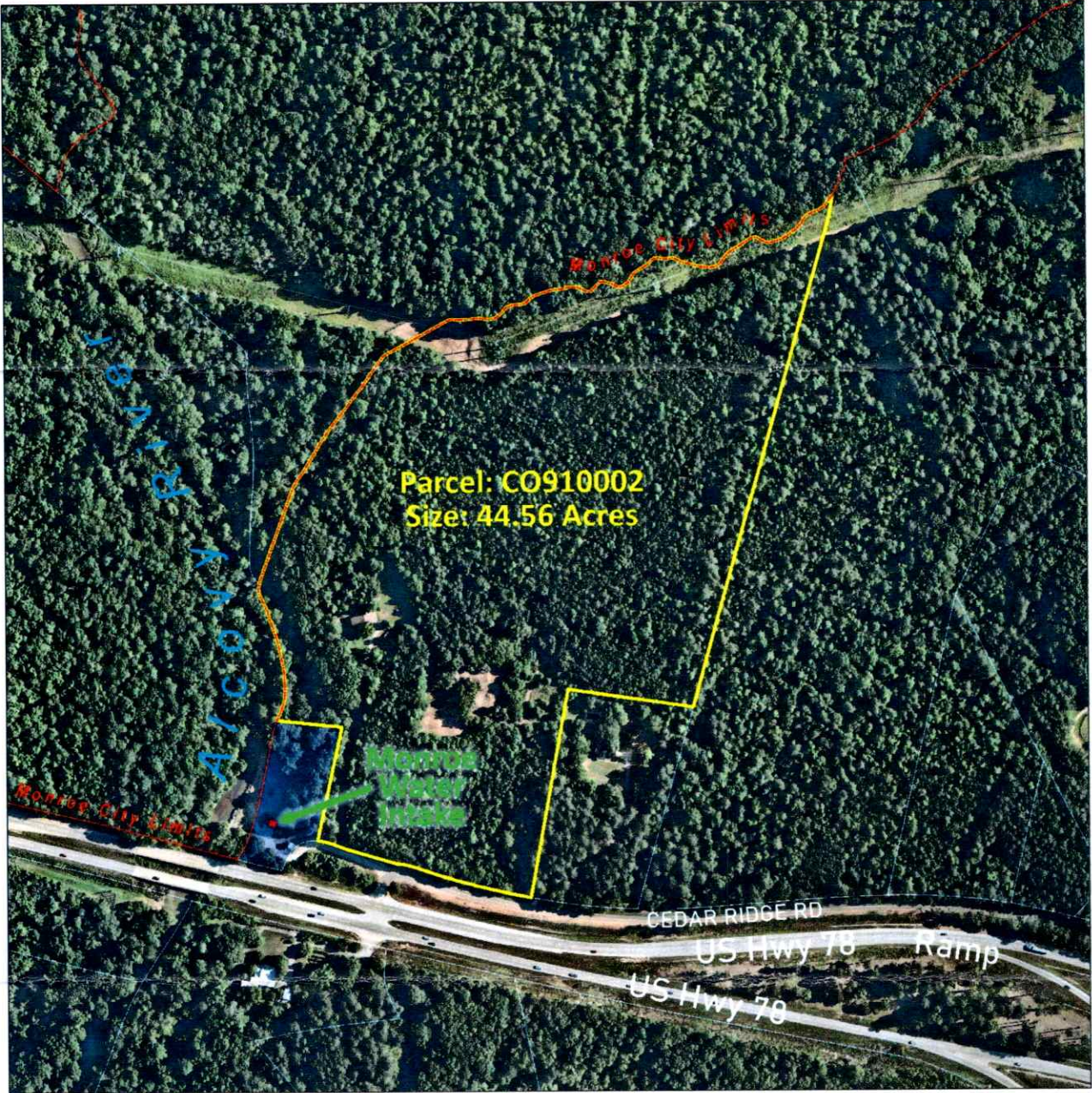
Logan Propes  
City Administrator  
City of Monroe

Enclosure: Reference Map

cc. Charna Parker, Walton County Planning Director  
Tracie Malcom, Walton County Zoning Coordinator  
Walton County Board of Commissioners  
Rodney Middlebrooks, Director, City of Monroe Water-Sewer-Gas  
Brad Callender, Planner, City of Monroe  
Paul Rosenthal, Monroe City Attorney  
Debbie Kirk, Clerk, City of Monroe  
Monroe City Council



Exhibit "A"





## Conditional Use CU21080030 Staff Analysis

Commission District: 4- Bradford

Planning Commission Hearing Date: 10-07-2021

Board of Commissioners Hearing Date: 11-02-2021

**Parcel ID: Map C1380029**

**Acreage: 30.02 acres**

**Applicant:**

**New Cingular Wireless PCS, LLC (DBA AT&T)  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30319**

**Owner:**

**Hugh Floyd Atha, Jr.  
190 Pleasant Valley Road  
Monroe, Georgia 30655**

**Property Location:** 192 Pleasant Valley Road

**Current Character Area:** Rural Residential

**Current Zoning:** A1

**Request:** Conditional Use for a cell tower.

Article 5                      Permitted Uses  
Part 1                         Permitted and Conditional Uses  
Section 100                    Table of Permitted and Conditional Uses

A. The Permitted and Conditional Uses listed in the table below shall be permitted in Walton County zoning districts and no structure shall be erected, structurally altered or enlarged unless the use is permitted as:

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
513322	Cellular & Other Wireless Telecommunications	Yes	C	C	C							C	C	C	C	P	P

**Site Analysis:** The 30.02 acre tract of land is located on 192 Pleasant Valley Road. The surrounding properties are zoned A1 and A2.

**Zoning History:** No History

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

**Comments and Recommendations from various Agencies:**

**Public Works:**

**Sheriffs' Department:**

**Water Authority:**

**Fire Department:**

**Fire Code Specialist:**

**Board of Education:**

**Development Inspector:**

**DOT Comments:**

**Archaeological Information:**

# Conditional Use Application # CU 21080030

Planning Comm. Meeting Date 10-07-2021 at 6:00PM held at **WC Board of Comm. Meeting Room**  
Board of Comm Meeting Date 11-02-2021 at 6:00PM held at **WC Historical Court House**  
**You or a representative must be present at both meetings**

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

**Map/Parcel** C1380029

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<b>New Cingular Wireless PCS, LLC (DBA: AT&amp;T)</b>	<b>Hugh Floyd Atha, Jr.</b>
<u>1025 Lenox Park Blvd NE 3rd Floor</u>	<u>190 Pleasant Valley Road</u>
<u>Atlanta, GA 30319</u>	<u>Monroe, GA 30655</u> <small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>904-437-7377</u>	Phone # <u>706-474-0534</u>
Location <u>192 Pleasant Valley Road</u>	Present Zoning <u>A1</u> Acreage <u>30.02</u>
Existing Use of Property: <u>Residence and Poultry Cattle Farm</u>	
Existing Structures: <u>(1) Single Family Residence and (6) Chicken Houses</u>	
Property is serviced by: <u>N/A</u>	
Public Water: _____	Provider: _____ Well: _____
Public Sewer: _____	Provider: _____ Septic Tank: _____
The purpose of this conditional use is: <u>Construct a proposed fenced telecommunications tower compound with a self-support tower with tower mounted equipment. Ground level equipment and associated utilities to be installed within the fenced compound. An access drive and utilities routes installed from the right of way to tower compound. Use of the tower is</u> _	
<u>Request variance or waiver to avoid the use of a landscape buffer because the site is already well buffered from the adjoining properties and public right of way</u>	
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.	
<u>Chad Caudill</u>	<u>8/24/2021</u> \$ <u>250.00</u> <input checked="" type="checkbox"/> Fee Paid
Signature	Date
<b>Public Notice sign will be placed and removed by P&amp;D Office</b> Signs will not be removed until after Board of Commissioners meeting	
<b>Office Use Only:</b>	
Existing Zoning <u>A1</u>	Surrounding Zoning: North <u>A1 A2</u> South <u>A1</u> East <u>A1</u> West <u>A1</u>
Comprehensive Land Use: <u>Rural Residential</u>	
Commission District: <u>4-Bradford</u>	Watershed: <u>Hard Labor Creek W-P2</u>

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: New Cingular Wireless PCS, LLC DBA: AT&T Mobility

Address: 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319

Telephone: 904-437-7377

Location of Property: 192 Pleasant Valley Road, Monroe, GA 30655

Map/Parcel Number: C1380029

Current Zoning: A1 Requested Zoning: Unchanged

Hugh Floyd Atha Jr.  
Property Owner Signature

Chad Caudill  
Agent on Behalf of Applicant Signature

Print Name: Hugh Floyd Atha Jr.

Print Name: Chad Caudill (Agent on Behalf of New Cingular Wireless PCS, LLC)

Address: 190 Pleasant Valley Road  
Monroe, GA 30655

Address: 1025 Lenox Park Blvd NE 3rd Floor  
Atlanta, GA 30319

Phone #: 706-474-0534

Phone #: 904-437-7377

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.

K. Whitehead  
Notary Public

7/20/21  
Date





Agent Authorization Affidavit

July 23, 2021

Walton County  
Attn: Planning & Development Dept  
303 S Hammond Dr # 98  
Monroe, GA 30655

RE: Agent Authorization for New Permit Filings (Zoning, Building, Electrical, and Right of Way Permits)

To Whom it May Concern:

You are hereby advised that the undersigned hereby authorizes and empowers the following individuals to act as agent to file application(s) for New Cingular Wireless PCS, LLC for relevant permits required and specific to the address located at 192 Pleasant Valley Road, Monroe, GA 30655 (parcel: C1380029).

Shirah and Company, LLC: Chad Caudill, Richard Shirah, Charles Padgett, and Jay Shirah

New Cingular Wireless PCS, LLC

By: [Signature]  
Name: Len Lindros  
Its: Area Manager

STATE OF GEORGIA  
COUNTY OF GWINNETT  
Sworn to and subscribed and acknowledged before me this 5<sup>th</sup> day of August  
2021, by Len Lindros, who is personally known to me or has produced  
as identification and who took an oath.

[Signature]  
(Signature of NOTARY PUBLIC)  
**MELODIE WADE**  
(Printed name of NOTARY PUBLIC)  
State of Georgia at Large. My Commission  
Expires: 5/24/2025

Seal:



### 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.

See survey and site plan indicating all setbacks will be satisfied. There will be no adverse impacts to noise, dust vibration, glare, odor, electrical disturbances.

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

There will be no safety issues or hindrances. Traffic related to the tower facility will be minimal and only required for periodic general maintenance of the facility.

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.

An existing curb cut will be utilized and the entrance will only be used for occasional maintenance of the tower/compound equipment.

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

Yes

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

The site location for the proposed tower is located in the rear of the property and is well buffered from the adjoining parcels and the public right-of-way by mature trees, underbrush and topographic inclination features.



300 North Point Parkway  
Alpharetta, GA 30022

# RF Memo

**To:** Whom It May Concern  
**From:** Mark Cabadin, AT&T Mobility RF Engineer  
**Date:** 8/5/2021  
**Re:** Proposed AT&T Site: GNL06182

---

AT&T is requesting permission to construct a new telecommunications tower along Pleasant Valley Rd, Monroe, GA.

This area is where additional capacity is needed in order to offload an existing ATT site GNL06184 located in the intersection of Hwy78 and Broad St. The new site build will cover the heavy residential in the area. Construction of the tower and the addition of AT&T equipment will improve indoor coverage for voice and data services to AT&T customers in the area. Also, it will provide service to first responders through FirstNet.

On the attached coverage maps, areas depicted in Red, Orange, and Yellow would be considered as covered, while areas in Greens would be considered marginal and Blues poor to no signal.

Tower collocation has been evaluated but was deemed as not meeting ATT coverage requirement in the area.

AT&T has studied the area thoroughly and determined that an antenna height of 250ft above ground level is appropriate at this location to fulfill the RF requirements. No suitable existing structure was identified in the area, so AT&T is requesting to build a new tower.

AT&T certifies that its equipment will be installed and operated in keeping with applicable FAA and FCC rules and regulations and appropriate industry standards. The construction on this site, including AT&T's installation of transmitter/receiver equipment, will not interfere with the usual and customary transmission or reception of radio, television, etc. service enjoyed by adjacent properties. AT&T certifies that the proposed tower will not interfere with Public Safety radio equipment in the vicinity.

AT&T certifies that it will expeditiously remedy any physical or RF interference with other wireless devices or services. AT&T certifies that the proposed telecommunications facility will be operated in compliance with the FCC's current RF emission standards.

Should you need additional information, please contact me at the following number 470-4153281.

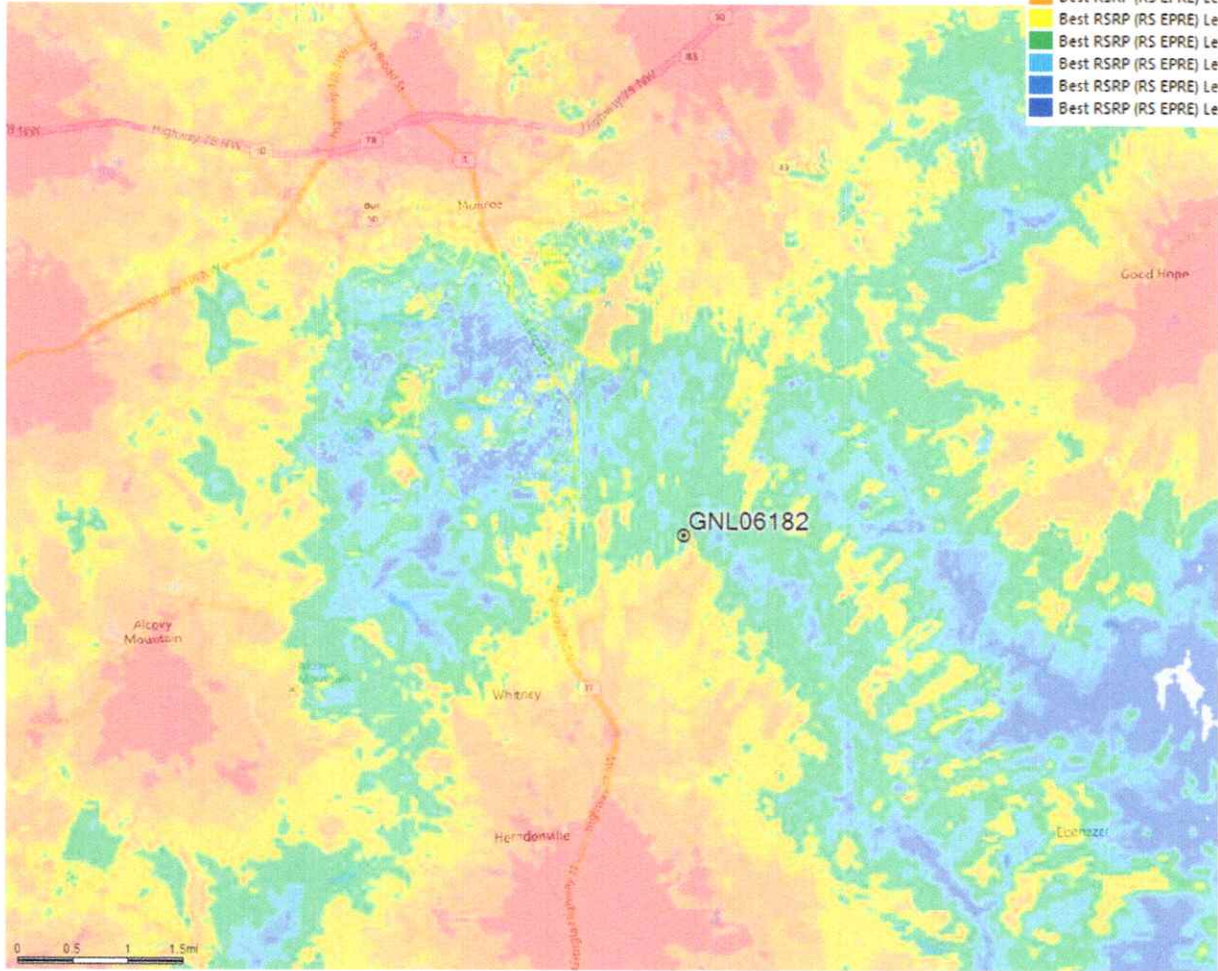
Respectfully,

Mark Cabadin  
RF Engineer  
AT&T Mobility

300 North Point Parkway  
Alpharetta, GA 30022

Existing AT&T LTE Coverage without New Site Build

- Best RSRP (RS EPRE) Level (dBm) >= -90
- Best RSRP (RS EPRE) Level (dBm) >= -98
- Best RSRP (RS EPRE) Level (dBm) >= -103
- Best RSRP (RS EPRE) Level (dBm) >= -108
- Best RSRP (RS EPRE) Level (dBm) >= -113
- Best RSRP (RS EPRE) Level (dBm) >= -116
- Best RSRP (RS EPRE) Level (dBm) >= -118
- Best RSRP (RS EPRE) Level (dBm) >= -126



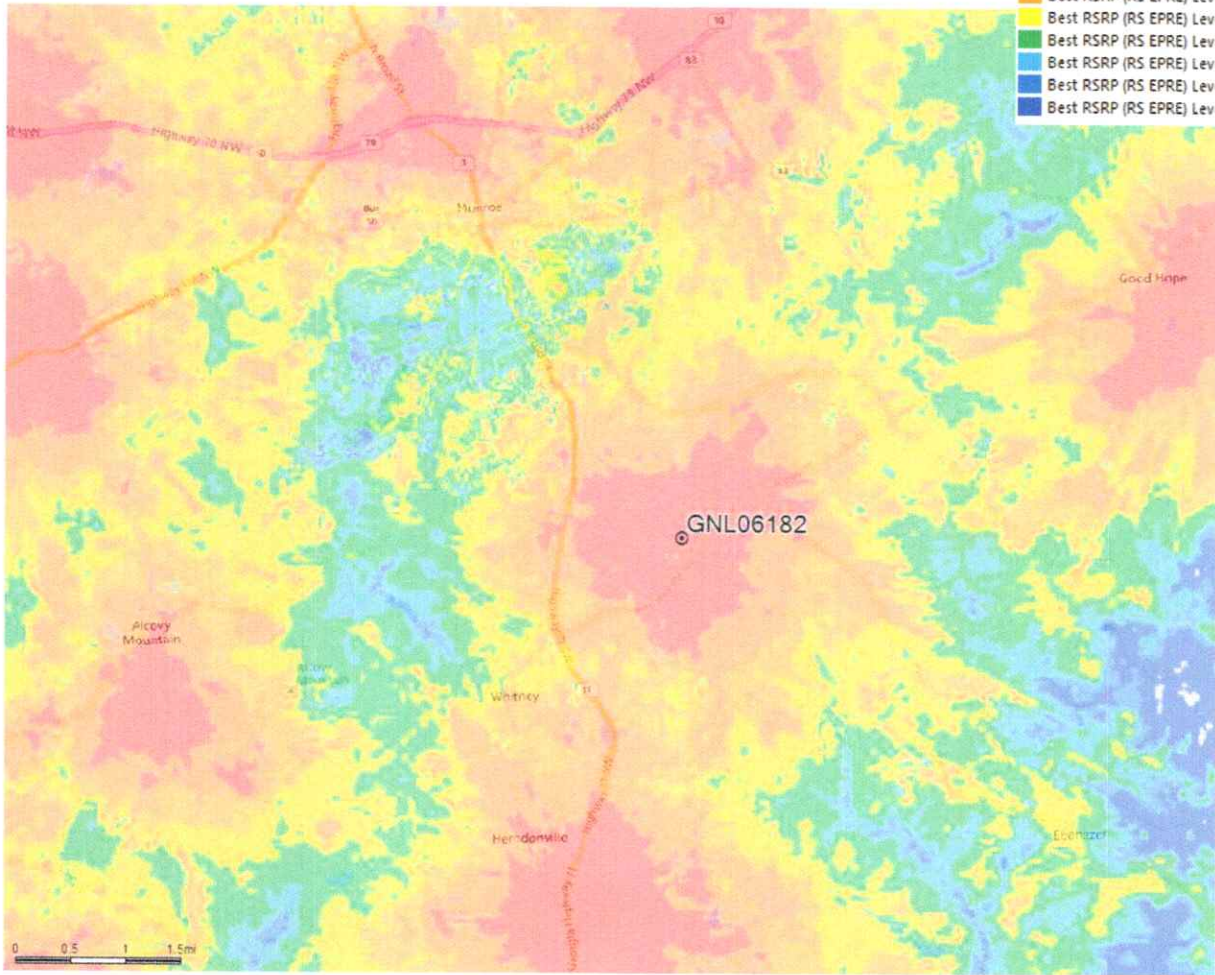




300 North Point Parkway  
Alpharetta, GA 30022

Proposed AT&T LTE Coverage with New Site Build

- Best RSRP (RS EPRE) Level (dBm) >=-90
- Best RSRP (RS EPRE) Level (dBm) >=-98
- Best RSRP (RS EPRE) Level (dBm) >=-103
- Best RSRP (RS EPRE) Level (dBm) >=-108
- Best RSRP (RS EPRE) Level (dBm) >=-113
- Best RSRP (RS EPRE) Level (dBm) >=-116
- Best RSRP (RS EPRE) Level (dBm) >=-118
- Best RSRP (RS EPRE) Level (dBm) >=-126

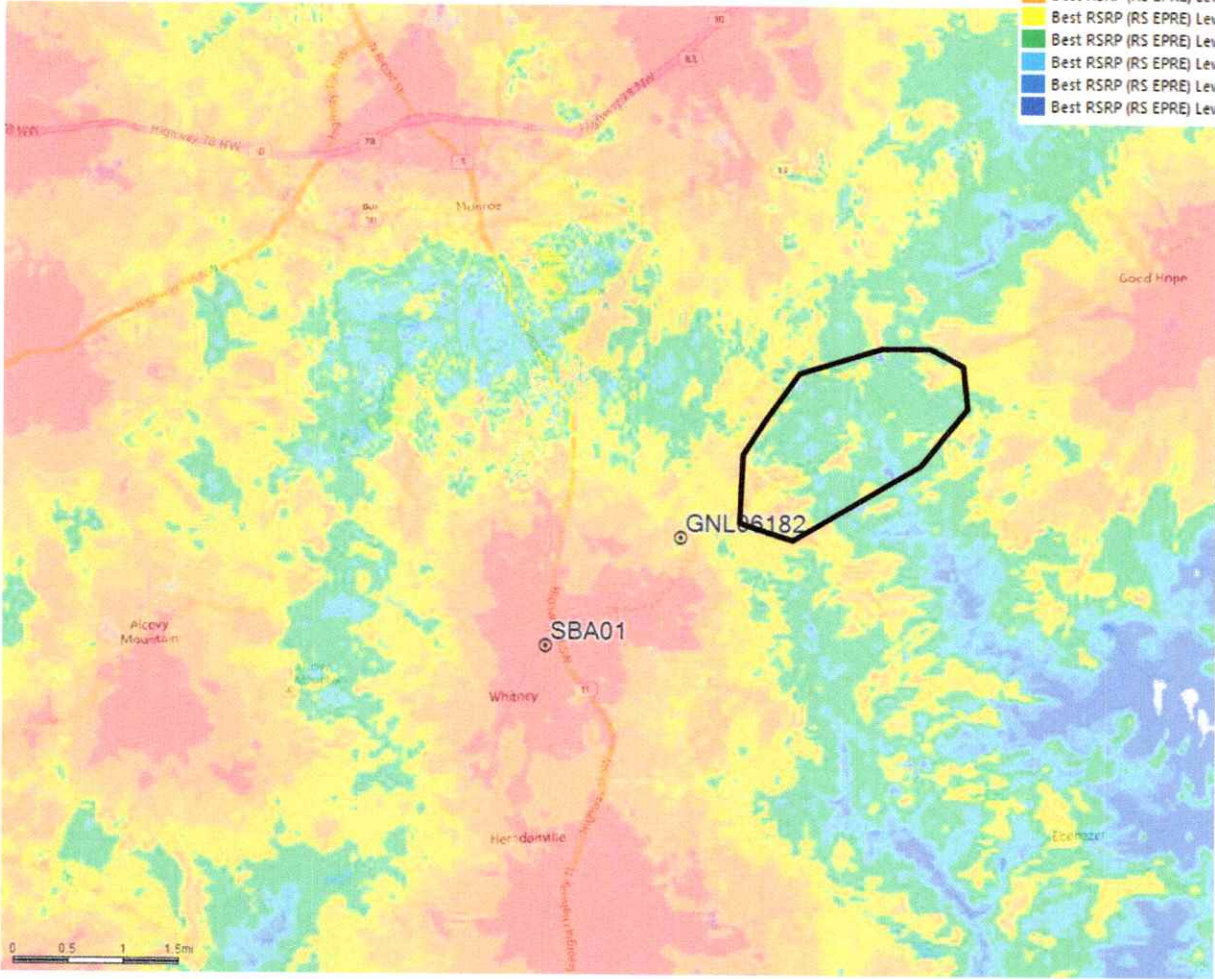




300 North Point Parkway  
Alpharetta, GA 30022

Proposed AT&T LTE Coverage using SBA01 (33-44-15.0N, -83-42-15.7W at 250ft)

- Best RSRP (RS EPRE) Level (dBm) >= -90
- Best RSRP (RS EPRE) Level (dBm) >= -98
- Best RSRP (RS EPRE) Level (dBm) >= -103
- Best RSRP (RS EPRE) Level (dBm) >= -108
- Best RSRP (RS EPRE) Level (dBm) >= -113
- Best RSRP (RS EPRE) Level (dBm) >= -116
- Best RSRP (RS EPRE) Level (dBm) >= -118
- Best RSRP (RS EPRE) Level (dBm) >= -126



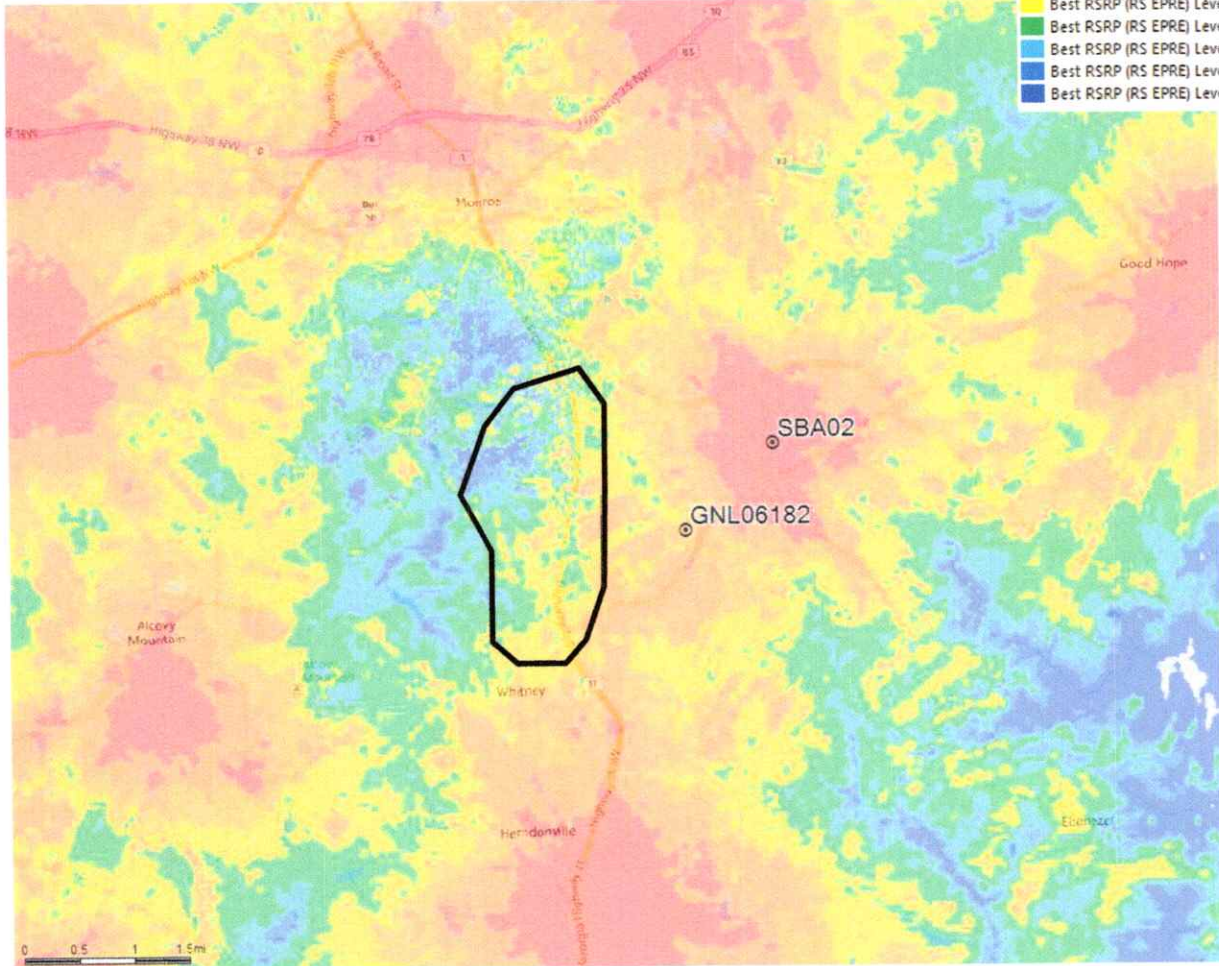
SBA tower is not able to cover the connection from Monroe going to Good Hope area.



300 North Point Parkway  
Alpharetta, GA 30022

Proposed AT&T LTE Coverage using SBA02 (33-45-43.3N, -83-40-07.2W at 145ft)

- Best RSRP (RS EPRE) Level (dBm) >= -90
- Best RSRP (RS EPRE) Level (dBm) >= -98
- Best RSRP (RS EPRE) Level (dBm) >= -103
- Best RSRP (RS EPRE) Level (dBm) >= -108
- Best RSRP (RS EPRE) Level (dBm) >= -113
- Best RSRP (RS EPRE) Level (dBm) >= -116
- Best RSRP (RS EPRE) Level (dBm) >= -118
- Best RSRP (RS EPRE) Level (dBm) >= -126



SBA tower is not able to cover the south area from Monroe proper where the dense area is.









# Shirah & Company

August 14, 2021

Walton County Planning & Dev  
Attn: Tracie Malcomb  
303 S Hammond Dr # 98  
Monroe, GA 30655

RE: Cell Tower Letter of Intent (Parcel: C1380029)

The applicant, New Cingular Wireless PCS, LLC (dba: AT&T Mobility, LLC), in an effort to improve Cell Phone Coverage and First Net, requests the review and approval of our Zoning Application for the construction of a new cell tower located at 192 Pleasant Valley Road, Monroe, GA 30655 (parcel: C1380029).

There are no existing cell towers within the geographic area that will support our services. The nearest existing structures are too far from the service area objective to provide adequate services to the community as shown by the supplemental RF Memo and propagation maps. These maps provide a view of the "before and after" service improvement for the associated area the proposed tower site will offer. A variance or waiver is requested to avoid the need for a landscape buffer surrounding the tower facility because the proposed site is already well buffered from the adjoining properties and the public right-of-way.

Upon approval of the Conditional Use Permit and prior to construction, AT&T Mobility will obtain all other state and federal approvals required for the building permit.

## Supplemental Enclosures:

Letter of Intent & Conditional Use Application  
Recorded Deed of Property  
Recorded Plat of Property  
Campaign Contribution Form  
Owner Authorization  
Construction Drawings / Site Plan  
Boundary Survey and Legal Description  
RF Memo / Letter of Need  
Propagation Maps (Before and After)

Sincerely,

Chad Caudill  
Shirah and Company, LLC  
202 Marina Drive  
St. Simons Island, GA 31522  
Cell: 904-437-7377  
[ccaudill@shirahandcompany.com](mailto:ccaudill@shirahandcompany.com)

(912) 268-2083

202 Marina Drive  
St. Simons Island, GA 31522

Fax (404) 393-9311











DAVID MICHAEL MILLER  
PROFESSIONAL LAND SURVEYOR  
No. 3433  
GEORGIA

EXHIBIT SURVEY PREPARED BY:  
POINT TO POINT LAND SURVEYORS  
100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440  
(f) 678.565.4497  
(w) pointtopointsurvey.com



EXHIBIT SURVEY PREPARED FOR:  
GA6182  
LAND LOTS 34 & 37,  
2ND LAND DISTRICT,  
WALTON COUNTY, GEORGIA

DRAWN BY: EAL  
CHECKED BY: JAL  
APPROVED: D. MILLER  
DATE: MARCH 13, 2021  
P2P JOB #: 2102300A

SHEET: **3** OF 3

**LEASE AREA**

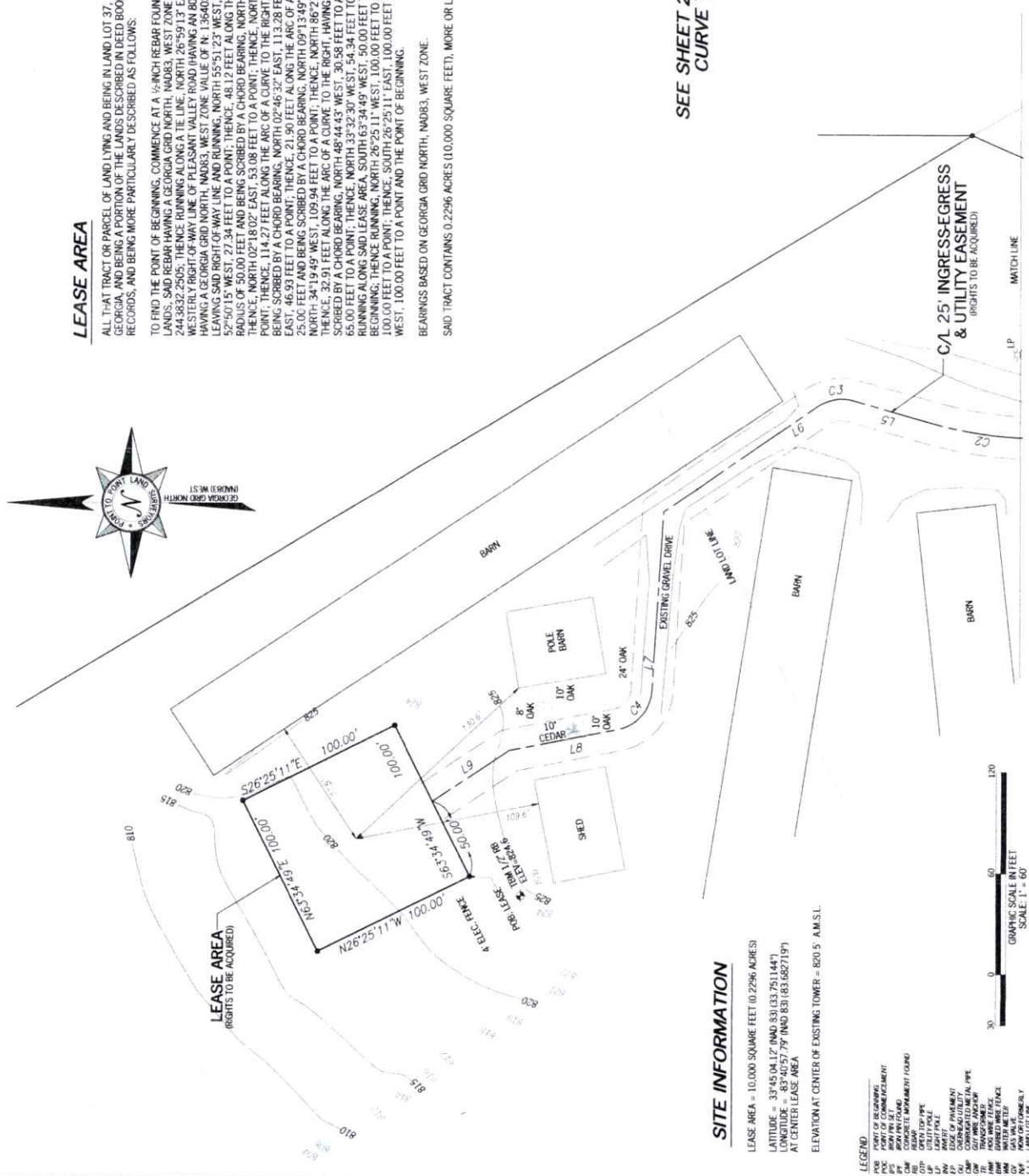
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 37, 2ND LAND DISTRICT OF WALTON COUNTY, GEORGIA, AND BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 2967 PAGE 488, WALTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A NUNCH BEAR FOUND AT THE SOUTHWEST CORNER OF SAID LANDS, SAID BEAR HAVING A GEORGIA GRID NORTH, N4083, WEST ZONE VALUE OF 13,180,880, S40, 244,832.2505', THENCE RUNNING ALONG A TIE LINE, NORTH, 26°59'13.13" EAST, 606.48 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLEASANT VALLEY ROAD HAVING AN 80-FOOT PUBLIC RIGHT OF WAY, SAID POINT HAVING A GEORGIA GRID NORTH, N4083, WEST ZONE VALUE OF N: 13,640,021.1055 E: 2444,107.5067', THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING, NORTH, 55°51'23" WEST, 1,35.36 FEET TO A POINT; THENCE, NORTH, 52°15'15" WEST, 27.34 FEET TO A POINT; THENCE, 48.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH, 25°16'06" WEST, 46.28 FEET TO A POINT; THENCE, NORTH, 02°18'02" EAST, 53.08 FEET TO A POINT; THENCE, NORTH, 10°19'06" WEST, 198.90 FEET TO A POINT; THENCE, 114.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH, 02°46'32" EAST, 113.28 FEET TO A POINT; THENCE, NORTH, 15°52'11" WEST, 100.00 FEET TO A POINT; THENCE, SOUTH, 82°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH, 25°00'00" WEST, 25.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH, 09°13'49" WEST, 21.21 FEET TO A POINT; THENCE, NORTH, 34°19'49" WEST, 109.94 FEET TO A POINT; THENCE, NORTH, 86°27'13" WEST, 105.97 FEET TO A POINT; THENCE, 32.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH, 48°44'43" WEST, 30.58 FEET TO A POINT; THENCE, NORTH, 11°02'12" WEST, 65.00 FEET TO A POINT; THENCE, NORTH, 33°32'30" WEST, 54.34 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, SOUTH, 63°34'49" WEST, 50.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, THENCE RUNNING, NORTH, 26°25'11" WEST, 100.00 FEET TO A POINT; THENCE, NORTH, 63°34'49" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH, 26°25'11" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH, 63°34'49" WEST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON GEORGIA GRID NORTH, N4083, WEST ZONE.  
SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

SEE SHEET 2 FOR LINE & CURVE TABLES

SURVEY NOT VALID WITHOUT SHEETS 1 & 2



**SITE INFORMATION**

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)  
 LATITUDE = 32°45'04.12" (NAD 83) (32.7511441)  
 LONGITUDE = 83°40'57.79" (NAD 83) (83.6827191)  
 AT CENTER LEASE AREA  
 ELEVATION AT CENTER OF EXISTING TOWER = 820.5' A.M.S.L.

- LEGEND**
- POB POINT OF BEGINNING
  - PCO POINT OF COMMENCEMENT
  - PP POINT OF POINT
  - PPV POINT OF VIEW
  - REAR REAR
  - FRONT FRONT
  - UP UP
  - DOWN DOWN
  - EDGE OF PAVEMENT
  - CPM COMPASS TO THE MIDDLE
  - TR TRANSVERSE
  - LINE ASSIGNED WATER EASEMENT
  - SM SURVEY METER
  - PPV POINT OF VIEW
  - LL LAND LOT LINE



GENERAL NOTES:

1. DISCREPANCIES CONTAINED ON THESE DRAWINGS OR ANY OTHER DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES CONTAINED ON THESE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND ELEVATIONS BEFORE STARTING WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND ELEVATIONS BEFORE STARTING WORK. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, FEES, INSPECTIONS, ETC. ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY.
5. SITE GRADING SHALL COMPLY WITH VERIZON WIRELESS GRADING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON WIRELESS GRADING CHECKLIST, LATEST VERSION, WHEN NATIONAL AND LOCAL GRADING CODES ARE MORE STRINGENT THEY SHALL GOVERN.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL BUREAU OF INVESTIGATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL BUREAU OF INVESTIGATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES AND ORDINANCES REQUIREMENTS.
8. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, FEES, INSPECTIONS, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, FEES, INSPECTIONS, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, FEES, INSPECTIONS, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
10. CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
11. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE FINAL RF DESIGN AND TOWER SITE ANALYSIS. THE CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
12. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SALT AND EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
14. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE LIMITED TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
15. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO CONSTRUCTION.
16. GRADING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROPOSING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
17. PERMITS, OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
18. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
19. THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.

EXCAVATION & GRADING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 3 : 1 MAXIMUM.
2. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL. ON EXCAVATIONS WHERE CONCRETE IS TO BE PLACED ON SLOPES, SOIL MATERIALS SHALL BE PROTECTED FROM EXCESS GROUND WATER DRAINING FROM EXCESS GROUND WATER.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIALS. IF FOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO 15' DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
4. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CHURNED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. SLOPE, IF USED SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
5. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, TERRIS, AND SO FORTH.
6. BACK FILL SHALL BE:
  - MATERIALS CONSISTING OF EARTH, LOAM, SHADY CLAY SAND, GRAVEL OR SOFT SLALE,
  - FREE FROM CLODS OR STONES OVER 2'-1/2" MAXIMUM DIMENSIONS,
  - IN LAYERS AND COMPACTED.
7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTED. EACH LAYER SHALL BE SPRINKLED IF REQUIRED OR COMPACTED BY HAND OPERATED OR BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
8. THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL GOVERNMENT REGULATIONS. SUCH MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SUCH MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STAW BALE SEDIMENT BARRIERS AND CHECK DAMS REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND SLOPED TOPSOILS, SLEEPS, AND OTHER MATERIALS FROM THE EXCAVATION AREA. ALL MATERIALS SHALL BE REMOVED FROM THE EXCAVATION AREA. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A VELOCITY LESS THAN THAT REQUIRED FOR FULL BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERISE, MOISTURE-CONDITION OR ASBESTE SOIL AND RECOMPACT TO REQUIRED DENSITY.
10. FILL PREPARATION
  - REPAVE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION. ALL WEARING SURFACES SHALL BE REPAVED TO ORIGINAL THICKNESS AND SHALL BE FREE FROM CORROSIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY, AND REPAVED IF NEARBY AMOUNTS OF EARTH. ADDITIONAL RESURFACING MATERIAL AS REQUIRED BEFORE SURFACING IS REPAVED. SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
  - PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO SUBGRADE OR OTHER SUITABLE MATERIALS. SUBGRADE SHALL BE REPAVED TO ORIGINAL THICKNESS AND SHALL BE FREE FROM CORROSIONS AND WAVES. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAUNED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
11. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
12. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER'S SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
13. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
14. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FROBBLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OR ANIMAL OR OTHER DELETERIOUS SUBSTANCE.

LEGEND



ANSCO & ASSOCIATES, LLC



P. MARSHALL & ASSOCIATES

AT&T SITE ID: GA6182

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 CHECKED PWM  
 JOB# 2004ANATNGS-0028


GENERAL NOTES

C-1





**ANSCO & ASSOCIATES, LLC**



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**OVERALL  
SITE PLAN**

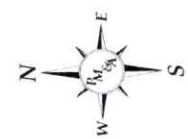
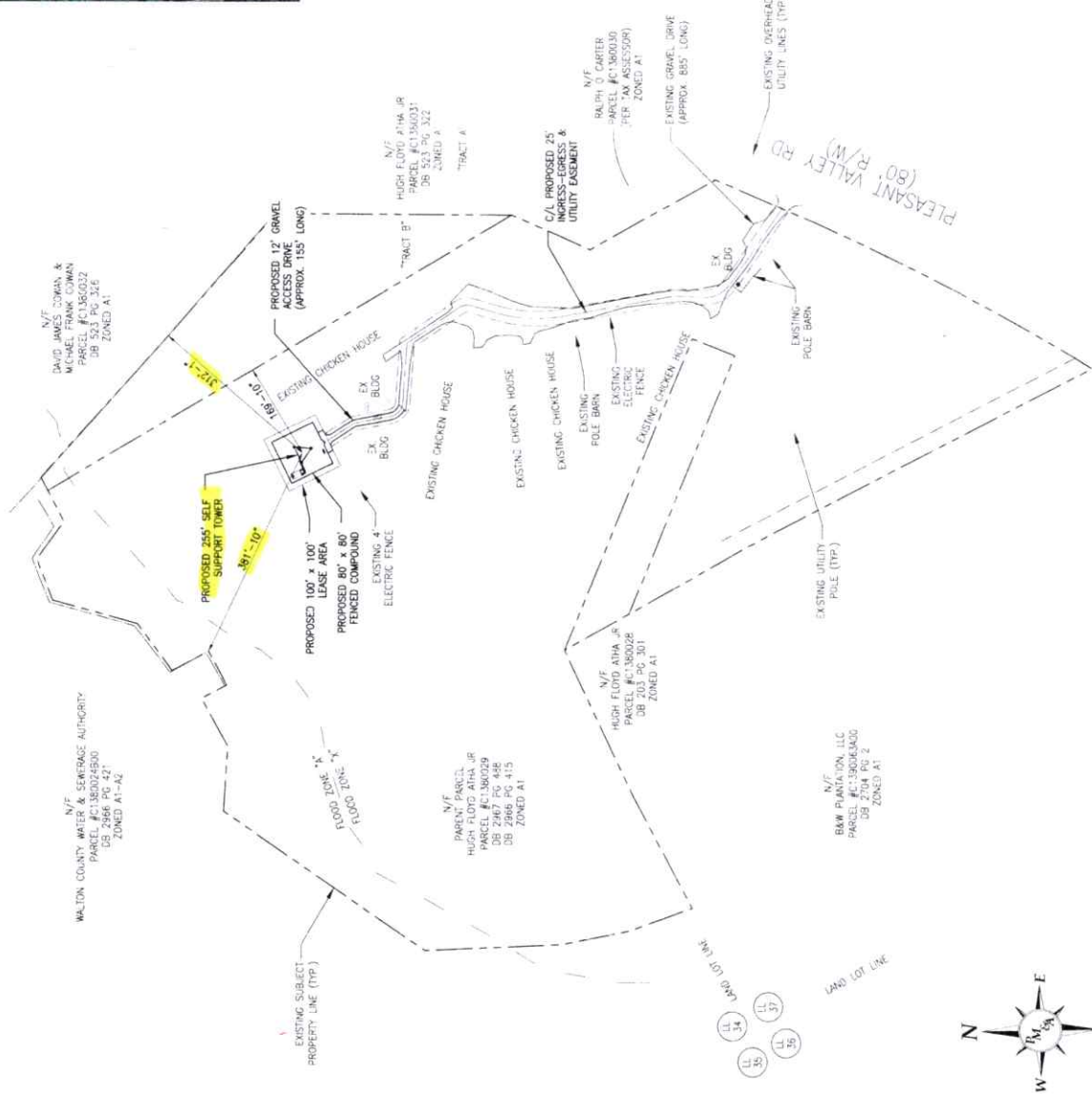


**AERIAL VIEW**  
300' 150' 0' 300'  
1" = 300'-0" (FULL SIZE)  
1" = 600'-0" (1:1x17)

THE GC SHALL CONTACT THE SURVEYOR PRIOR TO CONSTRUCTION START TO COORDINATE STAKING AND PINNING THE CORNERS, DRIVEWAY AND CENTER OF TOWER.

**PROPOSED SITE LOCATION**  
LATITUDE: 33°45'04.17" NORTH (NAD 83)  
LONGITUDE: -83°40'57.79" WEST (NAD 83)  
GROUND ELEV: 80.9' (NAD 86)

**FLOOD PLAIN NOTE**  
PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO: 13297201450 DATED MAY 18, 2009









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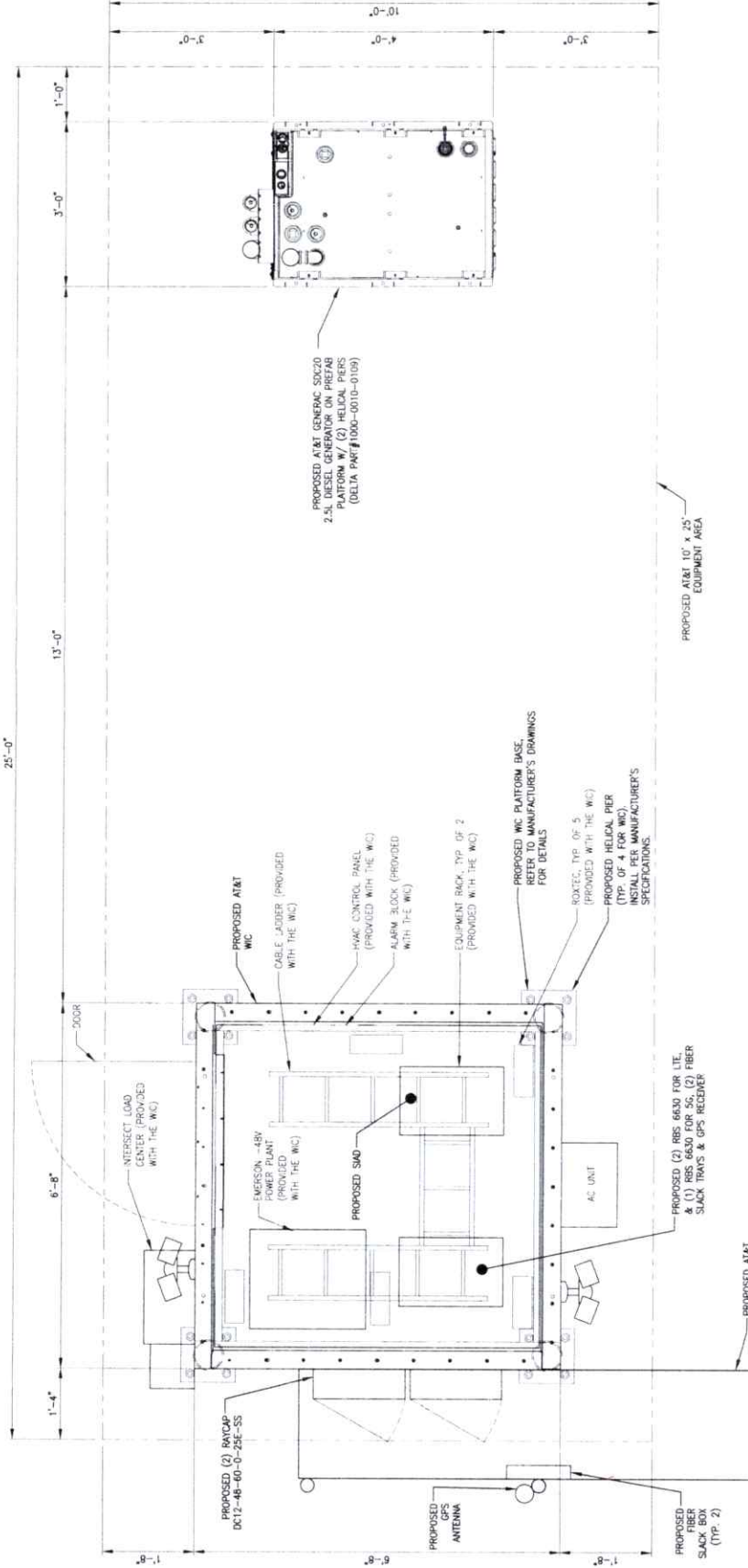
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AT&T  
EQUIPMENT PLAN

C-3A



AT&T EQUIPMENT PLAN  
1"=1'-0" (FULL SIZE)  
1/2"=1'-0" (1/4x17)



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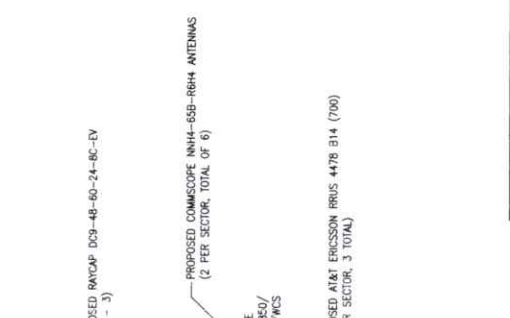
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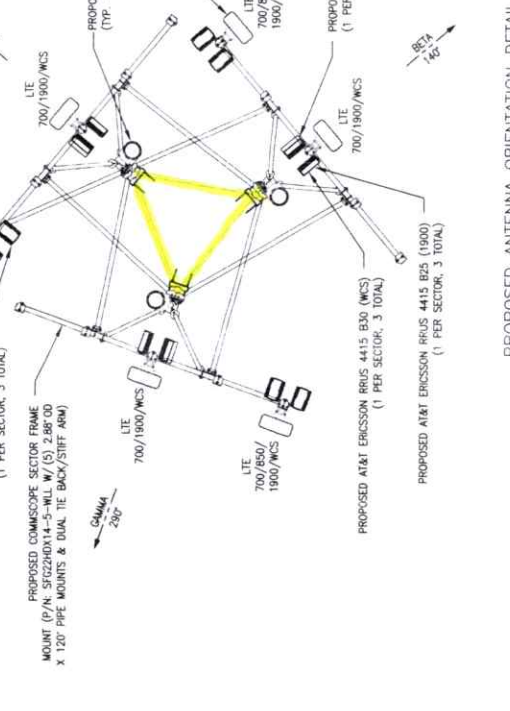
**TOWER ELEVATION & ANTENNA ORIENTATION**

**C-4**

- NOTES:**
- DO NOT INSTALL RAYCAPS OR RRUS IN A MANNER THAT OBSCURES THE STRUCTURAL ANALYSIS OF THE TOWER TO CONSTRUCTION.
  - THE CONTRACTOR SHALL OBTAIN THE FINAL RRUS PRIOR TO CONSTRUCTION.
  - MAINTAIN AT LEAST 3' HORIZONTAL SEPARATION BETWEEN 700 B14 FRET AND 700 MHz B/C & 700 MHz D/E ANTENNAS WITHIN THE SAME SECTOR/FACE.
  - MAINTAIN AT LEAST 9' HORIZONTAL SEPARATION BETWEEN 700 MHz FRET AND 700 MHz B/C ANTENNAS WITHIN THE SAME SECTOR/FACE.
  - PLEASE NOTE: ADDITIONAL HORIZONTAL SEPARATION MAY BE REQUIRED IF B14 AZIMUTHS ARE DIFFERENT FROM OTHERS OR IF ANTENNA ARE SEVERELY ANGLED W/ RESPECT TO THE MOUNT. TYP. 3' HORIZONTAL SEPARATION CAN TOLERATE SKEW ANGLE UP TO 6 DEGREES.
  - MAINTAIN INTER-SECTOR SEPARATION > 3' BETWEEN THE CENTER OF THE ANTENNA BACKPLANES.
  - CONTRACTOR TO CONFIGURE ALL RAYCAP SOUND ALARMS TO FOLLOW SPECIFICATIONS.
  - ALL SOUND ALARMS TO BE INSTALLED TO FOLLOW ALL MFR'S SPECIFICATIONS.
  - 1ST SOUND INSTALLED WILL BE ALARMED TO LOWEST BAND RRU TO THE ALPHA SECTOR.
  - 2ND SOUND INSTALLED WILL BE ALARMED TO LOWEST BAND RRU TO THE BETA SECTOR.
  - 3RD SOUND INSTALLED WILL BE ALARMED TO LOWEST BAND RRU TO THE GAMMA SECTOR.
  - SOUND ALARMS ARE NOT TO BE DUSTY CHAINED.



- PROPOSED AT&T ERICSSON RRUS 4449 B5/B12 (700/850) (1 PER SECTOR, 3 TOTAL)
- PROPOSED AT&T ERICSSON RRUS 8843 B2/B66 (1900/WCS) (1 PER SECTOR, 3 TOTAL)
- PROPOSED COMPOSITE SECTOR FRAME MOUNT (B/P/N, SPECIFIED 14-5 HILL W/ (5) 2.86 OD X 120 PIPE MOUNTS & DUAL TIE BACK/STIFF ARM)
- PROPOSED AT&T ERICSSON RRUS 4415 B25 (1900) (1 PER SECTOR, 3 TOTAL)
- PROPOSED AT&T ERICSSON RRUS 4415 B30 (WCS) (1 PER SECTOR, 3 TOTAL)
- PROPOSED AT&T ERICSSON RRUS 4478 B14 (700) (1 PER SECTOR, 3 TOTAL)
- PROPOSED COMPOSITE NHH-658-R8H4 ANTENNAS (2 PER SECTOR, TOTAL OF 6)
- PROPOSED RAYCAP DC9-48-80-24-6C-EV (TYP. - 3)



**TOWER ELEVATION**  
NOT TO SCALE

**PROPOSED ANTENNA ORIENTATION DETAIL**  
NOT TO SCALE

PM&A HAS NOT PERFORMED A STRUCTURAL EVALUATION FOR THIS PROJECT. REFER TO THE TOWER STRUCTURAL ANALYSIS BY OTHERS.

PROPOSED TOWER HEIGHT - 265' AEL

TOP OF HIGHEST APERTURE (LIGHTNING ROD) - 267' AEL

PROPOSED AT&T ANTENNA CENTERLINE HEIGHT - 292' AEL

PROPOSED 6" CHAIN LINK FENCE WITH 3 ROWS OF CLASS III BARBED WIRE (TYP.)

PROPOSED TOWER FOUNDATION (DESIGNED BY OTHERS)

PROPOSED SELF SUPPORT TOWER (DESIGNED BY OTHERS)

PROPOSED FMA MEDIUM INTENSITY DUAL OBSTRUCTION TOWER SIDE LIGHTS (USE AS REQUIRED BY FAA)

PROPOSED AT&T (5) 1" DC POWER CABLES, (2) 1" DC FIBER CABLES, AND (2) 1" DC FIBER CABLES TO BE BOLTED UP THE TOWER PER THE STRUCTURAL ANALYSIS



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**ANTENNA & CABLE SCHEDULE**


**C-4A**




SECTOR	POSITION	TECHNOLOGY / FREQUENCY	ANTENNA MAKE/MODEL	ANTENNA COUNT	ANTENNA RAD (FT)	AZIMUTH	TMA/FILTER	TMA/FILTER COUNT	RRU	RRU COUNT	SURGE PROTECTION	SURGE COUNT	COAX/CABLE	
ALPHA	A1	LTE 700/850/1900/ AWS	COMMSCOPE NNH4-65B-R6H4 (P)	1	250	40	-	-	RRUS-4449 B5/B12 (P) RRUS-8843 B2/B66 (P)	2	-	-	-	
	A2	-	-	-		-	-	-	-	-	-	-	-	-
	A3	LTE 700/1500/WCS	COMMSCOPE NNH4-65B-R6H4 (P)	1		-	40	-	-	RRUS-4478 B14 (P) RRUS-4415 B25 (P) RRUS-4415 B30 (P)	3	DC9-48-60-24-8C-EV (P)	1	(1) LTE FIBER (P) (3) LTE DC (P)
	A4	-	-	-		-	-	-	-	-	-	-	-	-
	A5	-	-	-		-	-	-	-	-	-	-	-	-
BETA	B1	LTE 700/850/1900/ AWS	COMMSCOPE NNH4-65B-R6H4 (P)	1	250	140	-	-	RRUS-4449 B5/B12 (P) RRUS-8843 B2/B66 (P)	2	-	-	-	
	B2	-	-	-		-	-	-	-	-	-	-	-	-
	B3	LTE 700/1500/WCS	COMMSCOPE NNH4-65B-R6H4 (P)	1		-	140	-	-	RRUS-4478 B14 (P) RRUS-4415 B25 (P) RRUS-4415 B30 (P)	3	DC9-48-60-24-8C-EV (P)	1	(1) LTE FIBER (P) (3) LTE DC (P)
	B4	-	-	-		-	-	-	-	-	-	-	-	-
	B5	-	-	-		-	-	-	-	-	-	-	-	-
GAMMA	G1	LTE 700/850/1900/ AWS	COMMSCOPE NNH4-65B-R6H4 (P)	1	250	290	-	-	RRUS-4449 B5/B12 (P) RRUS-8843 B2/B66 (P)	2	-	-	-	
	G2	-	-	-		-	-	-	-	-	-	-	-	-
	G3	LTE 700/1500/WCS	COMMSCOPE NNH4-65B-R6H4 (P)	1		-	290	-	-	RRUS-4478 B14 (P) RRUS-4415 B25 (P) RRUS-4415 B30 (P)	3	DC9-48-60-24-8C-EV (P)	1	(1) LTE DC (P)
	G4	-	-	-		-	-	-	-	-	-	-	-	-
	G5	-	-	-		-	-	-	-	-	-	-	-	-
TOTAL				6				0		15			(2) FIBER (7) DC	

ANTENNA & CABLE SCHEDULE





**ANSCO & ASSOCIATES, LLC**



P. MARSHALL & ASSOCIATES

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**CONSTRUCTION EXIT** - TO REDUCE OR ELIMINATE THE TRANSPORT OF MUD FROM THE CONSTRUCTION SITE TO ADJACENT STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.

**TYPE C SEDIMENT BARRIER** - TO PREVENT ANY SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE CONSTRUCTION SITE AND TO PREVENT EROSION OR STORM DRAINAGE SYSTEMS.

**DISTURBED AREA STABILIZATION (TEMPORARY)** - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDINGS ON DISTURBED AREAS.

**DISTURBED AREA STABILIZATION (PERMANENT)** - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.

**DISTURBED AREA OUST CONTROL** - TO CONTROL OUST USES AT ALL PERMANENT CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

**DISTURBED AREAS LEFT IDLE** SHALL BE STABILIZED WITH TEMPORARY VEGETATION AFTER 14 DAYS; AFTER 30 DAYS PERMANENT VEGETATION SHALL BE ESTABLISHED.

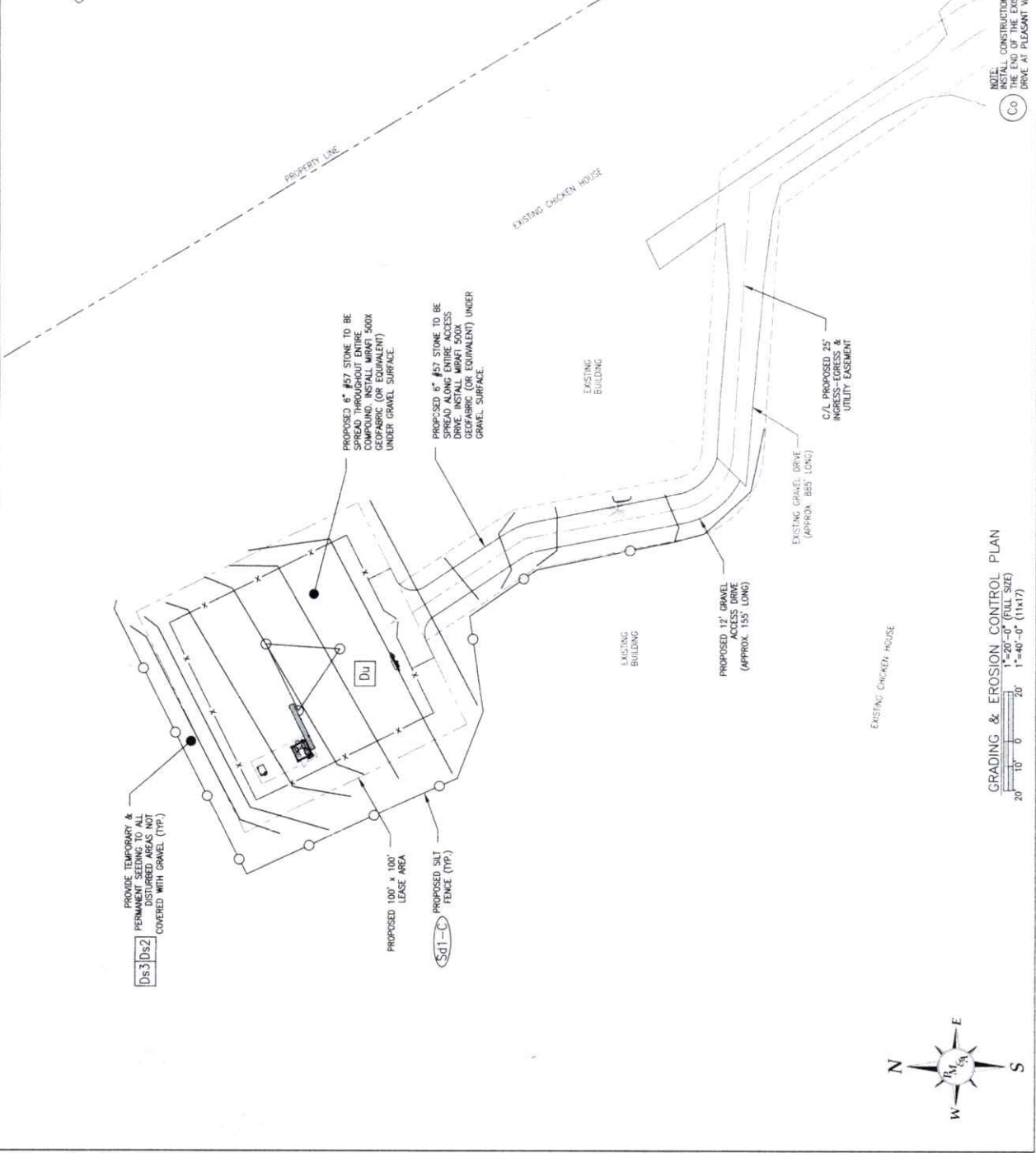
**MAINTENANCE STATEMENT**  
EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY, AFTER EACH RAIN AND REPAIRED BY THE GENERAL CONTRACTOR.

**ADDITIONAL EROSION CONTROL MEASURES** WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.

**GRUBBING NOTE:**  
SOIL FROM GRUBBING TO BE SPREAD APPROXIMATELY 4" OF TOP SOIL FROM PROPOSED ACCESS ROAD AND FENCED COMPOUND AREA. TOP SOIL SHALL BE REMOVED AND REPLACED WITH CLEAN FILL PRIOR TO THE INSTALLATION OF GEOTEXTILE.

**LIMITS OF DISTURBANCE:** 17,700 S.F. (0.406 ACRES)

- (Co) CONSTRUCTION EXIT AT THE END OF THE DRIVE AT PLEASANT VALLEY ROAD.
- (Sd1-C) PROVIDE TEMPORARY & PERMANENT DISTURBED AREAS NOT COVERED WITH GRAVEL (TYP.)
- (Ds2) PROVIDE TEMPORARY & PERMANENT DISTURBED AREAS NOT COVERED WITH GRAVEL (TYP.)
- (Ds3) PROVIDE TEMPORARY & PERMANENT DISTURBED AREAS NOT COVERED WITH GRAVEL (TYP.)
- (Du) DISTURBED AREA OUST CONTROL



**GRADING & EROSION CONTROL PLAN**

**C-5**



ANSCO & ASSOCIATES, LLC



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GENERAL

THE VEGETATIVE PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES, SHOULDERS, AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTINGS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING AND CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOL AND SUBSURFACE LAYERS. FERTILIZER IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

CONVENTIONAL SEEDING EQUIPMENT, GRADE, SHAPE AND SLOPE, WHERE SEEDS TO PROVIDE FOR SAFE EQUIPMENT OPERATION AT SEEDING TIME AND FOR MAINTENANCE PURPOSES. THE LIME AND FERTILIZER IN DRY FORM WILL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDBED PREPARATION. A SEEDBED WILL BE PREPARED BY SCAMPING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDS MUST BE PLANTED TO A DEPTH OF 1 TO 4 INCHES. SEEDS MUST BE PLANTED WITHIN 24 HOURS OF MULTIPASSER-SEEDER, DRILL, ROTARY SEEDER, OR OTHER MECHANICAL OR HAND SEEDER. SEED WILL BE DISTRIBUTED UNIFORMLY OVER A FRESHLY PREPARED SEEDBED AND COVERED LIGHTLY WITHIN 24 HOURS AFTER SEEDING. STRAW OR HAY MULCH WILL BE SPREAD OVER THE SEEDBED IMMEDIATELY AFTER SEEDING. MULCH SHALL BE SPREAD WITH A DISK SET AND ANCHORED IMMEDIATELY AFTER IT IS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

- A. SEEDING WITH MULCH: (HYDRAULIC SEEDING EQUIPMENT ON SLOPES 3:1 AND STEEPER)
  - AGRICULTURAL LIMESTONE #75 4000 LBS./ACRE
  - FERTILIZER, 5-10-15 1500 LBS./ACRE
  - MULCH (STRAW OR HAY) 5000 LBS./ACRE

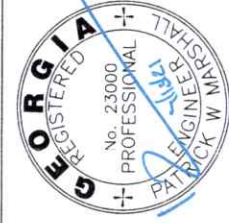
SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
HULLED COMMON BERMUDEA GRASS	10 LBS.	3/1 - 6/15
FESCUE	50 LBS.	9/1 - 10/31
FESCUE	50 LBS.	11/1 - 2/28
RYE GRASS	50 LBS.	
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15 - 8/31

- B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL
  - FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS./ACRE

- C. SECOND-YEAR TREATMENT:
  - FERTILIZER (5-10-15 OR EQUIVALENT) 800 LBS./ACRE

[Ds2] DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

[Ds3] DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)



GENERAL

THE VEGETATIVE PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES, SHOULDERS, AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTINGS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING AND CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOL AND SUBSURFACE LAYERS. FERTILIZER IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

HYDRAULIC SEEDING EQUIPMENT, WHEN HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS USED, NO GRADING AND SHAPING OR SEEDBED PREPARATION WILL BE REQUIRED. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER MULCH WILL BE MIXED WITH WATER AND APPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A UNIFORM SLURRY. MULCH SHALL BE APPLIED IMMEDIATELY AFTER SEEDING. MULCH SHALL BE SPREAD WITHIN 24 HOURS OF SEEDING. MULCH SHALL BE SPREAD WITHIN 24 HOURS OF SEEDING. MULCH SHALL BE SPREAD WITHIN 24 HOURS OF SEEDING. MULCH SHALL BE SPREAD WITHIN 24 HOURS OF SEEDING. MULCH SHALL BE SPREAD WITHIN 24 HOURS OF SEEDING.

- A. SEEDING WITH MULCH: (HYDRAULIC SEEDING EQUIPMENT ON SLOPES 3:1 AND STEEPER)
  - AGRICULTURAL LIMESTONE #75 4000 LBS./ACRE
  - FERTILIZER, 5-10-15 1500 LBS./ACRE
  - MULCH (STRAW OR HAY) OR WOOD CELLULOSE FIBER MULCH 1000 LBS./ACRE

SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
SERICA LESPEDEZA, SCARIFIED WEeping LOVe GRASS, OR WEeping LOVe GRASS, HULLED COMMON BERMUDEA	60 LBS. 4 LBS. 6 LBS.	3/1 - 6/15
FESCUE	40 LBS.	9/1 - 10/31
FESCUE	40 LBS.	11/1 - 2/28
RYE	75 LBS. 50 LBS.	
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15 - 8/31

- B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL
  - FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS./ACRE

- C. SECOND-YEAR TREATMENT:
  - FERTILIZER (0-20-20 OR EQUIVALENT) 500 LBS./ACRE

[Ds2] DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

[Ds3] DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

PIEDMONT VEGETATIVE COVERS

CALENDAR MONTH	TEMPORARY SEED APPLICATION RATE/ACRE	PERMANENT SEED	APPLICATION RATE/ACRE
1. JANUARY	RYE GRASS 40-50 LB.	UNHULLED BERMUDEA SERICIA LESPEDEZA <sup>2</sup>	8-10 LB. 30-40 LB. 1
2. FEBRUARY		UNHULLED BERMUDEA SERICIA LESPEDEZA <sup>2</sup>	8-10 LB. 30-40 LB. 2
3. MARCH	RYE ANNUAL LESPEDEZA WEeping LOVe GRASS 2-3 BU. 20-25 LB.	UNHULLED BERMUDEA SERICIA LESPEDEZA <sup>2</sup>	8-10 LB. 30-40 LB. 3
4. APRIL	RYE ANNUAL LESPEDEZA WEeping LOVe GRASS 2-3 BU. 30-40 LB.	HULLED BERMUDEA BAHIA	4-6 LB. 5-6 LB. 40-60 LB.
5. MAY	WEeping LOVe GRASS BROWN TOP MILLET 4-6 LB. 35 LB.	WEeping LOVe GRASS HULLED BERMUDEA BAHIA	4-6 LB. 5-6 LB. 40-60 LB.
6. JUNE	WEeping LOVe GRASS BROWN TOP MILLET 4-6 LB. 35 LB.	HULLED BERMUDEA BAHIA	4-6 LB. 5-6 LB. 40-60 LB.
7. JULY	WEeping LOVe GRASS BROWN TOP MILLET 4-6 LB. 35 LB.	WEeping LOVe GRASS HULLED BERMUDEA BAHIA	4-6 LB. 5-6 LB. 40-60 LB.
8. AUGUST	RYE GRASS WEeping LOVe GRASS 40-50 LB. 4-6 LB.		
9. SEPTEMBER		TALL FESCUE	30-50 LB.
10. OCTOBER	WHEAT 2-3 BU.	UNHULLED BERMUDEA SERICIA LESPEDEZA <sup>2</sup>	8-10 LB. 30-40 LB. 4
11. NOVEMBER	WHEAT 2-3 BU.	UNHULLED BERMUDEA SERICIA LESPEDEZA <sup>2</sup>	8-10 LB. 30-40 LB. 5
12. DECEMBER	RYE GRASS WEeping LOVe GRASS 2-3 BU. 40-50 LB.	UNHULLED BERMUDEA SERICIA LESPEDEZA <sup>2</sup>	8-10 LB. 30-40 LB. 6

<sup>1</sup> USE A MINIMUM OF 40 LBS. SCARIFIED SEED. THE REMAINDER MAY BE UNSCARIFIED.  
<sup>2</sup> USE EITHER COMMON SEPALA OR INTERSTATE SERICIA LESPEDEZA.



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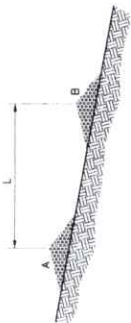
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**GRADING AND EROSION CONTROL DETAILS**

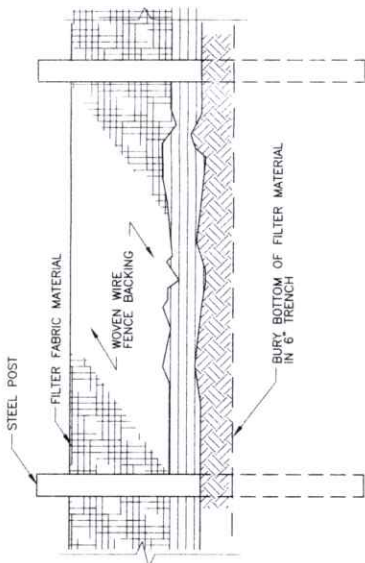
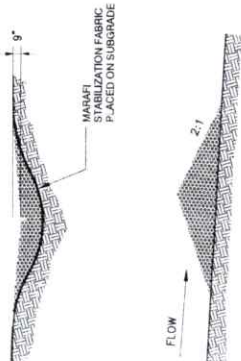
**C-7**

L = THE DISTANCE SUCH THAT POINTS A AND B ARE OF EQUAL ELEVATION.



SPACING BETWEEN CHECK DAMS

STONE CHECK DAM

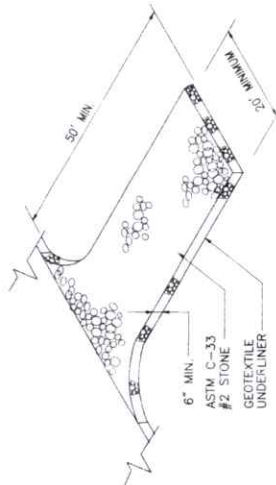


NOTE: USE 36" DOT APPROVED FABRIC  
USE STEEL POSTS

SILT FENCE, TYPE-C  
NOT TO SCALE

NOTES:  
CHECK DAMS TO BE CONSTRUCTED OF GRADED SITE 2 - 18 INCH STONE  
MECHANICAL OR HAND PLACEMENT SHALL BE REQUIRED TO INSURE COMPLETE  
COVERAGE OF ENTIRE WIDTH OF DITCH OR SWALE AND THAT CENTER OF DAM  
IS LOWER THAN EDGES.  
SEDIMENT TO BE REMOVED WHEN A LEVEL OF 1/2 THE ORIGINAL DAM HEIGHT  
OR LESS IS REACHED. REMOVE CHECK DAMS AT COMPLETION OF PROJECT  
AND TREAT RESULTING DISTURBED AREAS AS REQUIRED.

Ⓞ CHECK DAM  
NOT TO SCALE



Ⓞ CONSTRUCTION EXIT  
NOT TO SCALE







ANSCO & ASSOCIATES, LLC



AT&T SITE ID:  
GA6182

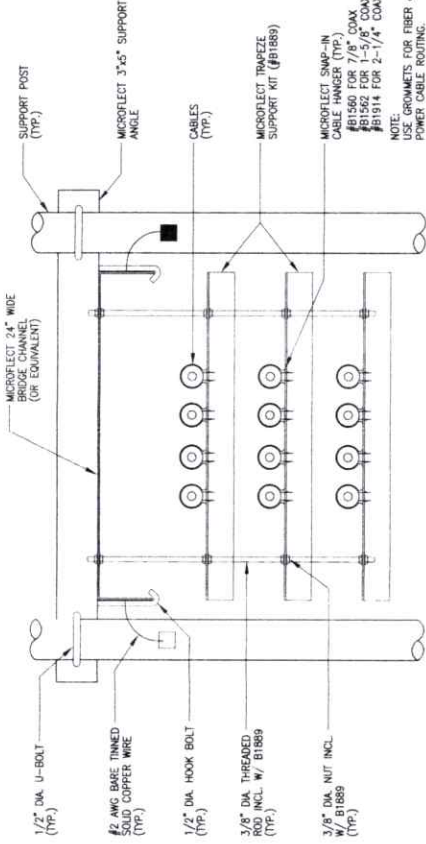
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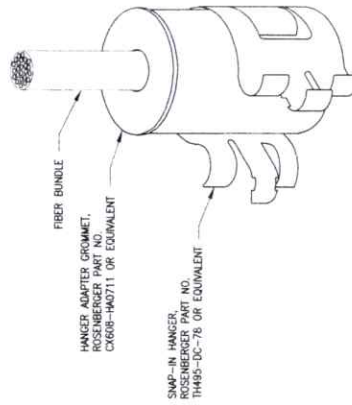
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DRAWN SDM  
CHECKED PWM  
JOB# 20AANA1N09-0028

EQUIPMENT  
DETAILS

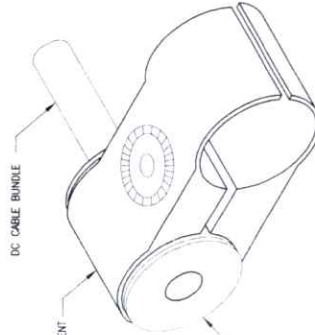
C-8



CABLE TRAPEZE DETAIL  
NOT TO SCALE



SMP-IN HANGER  
NOT TO SCALE

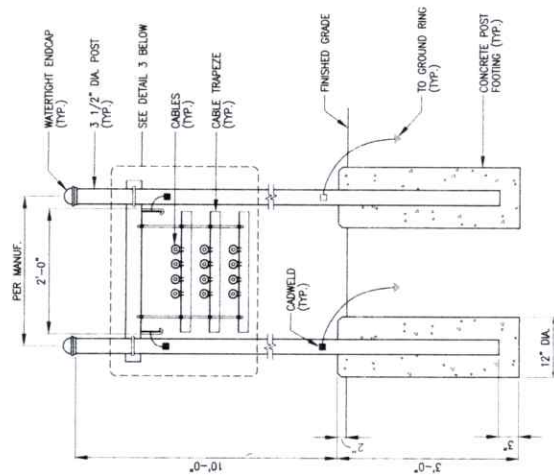


DOUBLE CLAMP  
NOT TO SCALE

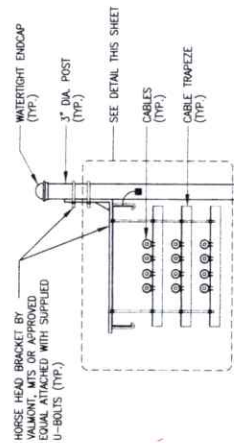
NOTES:

1. REFER TO USA DOCUMENTS FOR EXACT CABLE NUMBER AND MANUFACTURER SPECIFICATIONS FOR PROPER GROMMETS AND HANGERS TO SUPPORT THE FIBER AND DC CABLE BUNDLES AND MOUNTING CONFIGURATION.
2. REFER TO STRUCTURAL ANALYSIS FOR EXACT CABLE ROUTING AND MOUNTING CONFIGURATION.

HANGER ADAPTER GROMMET DETAILS  
NOT TO SCALE



ICE BRIDGE SECTION  
NOT TO SCALE



ICE BRIDGE SECTION  
(ALTERNATE HORSE HEAD)  
NOT TO SCALE















ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT OBSCURED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELORDOLA.
4. ALL CIRCUITS SHALL BE SEPARATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELORDOLA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., NOTES), GROUNDING, AND TI1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND), 1/2" INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION (OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMWOOD PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR CAPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMWOOD PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THIN OR THIN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USE, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THIN OR THIN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USE, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, RESISTANT THIN OR THIN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET, LISTED OR LABELED FOR THE LOCATION USE, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WRENCHES BY THOMAS AND BETTS (OR EQUAL). LUGS AND WRENCHES SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40), OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCH 80 PVC TO BE USED FOR ALL OUTDOOR ELBOWS, RISERS AND ABOVE GRADE STUB-UPS.
18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND, DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FILEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WRENCHES SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE FANOUT TYPE E (OR EQUAL), AND RATED NEMA 1 (OR BETTER), INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA 3S 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2, AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, BUS, LIGHTNING PROTECTION, AND GAS POWER CASES) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND B1) FOR GROUND ELECTRODE SYSTEMS. TESTING SHALL BE IN ACCORDANCE WITH SPECIFICATION 24782-000-3P5-EG00-00001. USE OF OTHER METHODS MUST BE PRE-APPROVED BY CONTRACTOR IN WRITING.
3. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. WHEN ADDING ELECTRODES, CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE BETWEEN THE ADDED ELECTRODE AND ANY OTHER EXISTING ELECTRODE EQUAL TO THE BURIED LENGTH OF THE ROD. IDEALLY, CONTRACTOR SHALL STRIVE TO KEEP THE SEPARATION DISTANCE EQUAL TO TWICE THE BURIED LENGTH OF THE RODS.
4. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
5. METAL CONDUIT AND TRAY SHALL BE GROUNDING AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE AND UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
6. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO B'S EQUIPMENT.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK-TO-BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
8. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
9. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONNECTIONS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 8 INCHES.
10. EACH INDOOR B'S CABINET FRAME/RUNTS SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH #6 AWG STRANDED, GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES. EACH OUTDOOR CABINET FRAME/RUNTS SHALL BE DIRECTLY CONNECTED TO THE BURIED GROUND RING WITH # 2 AWG SOLID TIN-PLATED COPPER WIRE.
11. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING, SHALL BE #2 AWG SOLID TIN-PLATED COPPER UNLESS OTHERWISE INDICATED.
12. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE. CONNECTIONS TO ABOVE GRADE EXTERIOR UNITS SHALL BE MADE WITH EXOTHERMIC WELDS WHERE PRACTICAL OR WITH 2" HALE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS. HIGH PRESSURE CRIMP CONNECTORS MAY ONLY BE USED WITH WRITTEN PERMISSION FROM VERIZON MARKET REPRESENTATIVE.
13. EXOTHERMIC WELDS SHALL BE PERMITTED ON TOWERS ONLY WITH THE EXPRESS APPROVAL OF THE TOWER MANUFACTURER OR THE CONTRACTOR'S STRUCTURAL ENGINEER.
14. ALL WIRE TO WIRE GROUND CONNECTIONS TO THE INTERIOR GROUND RING SHALL BE FORMED USING HIGH PRESS CRIMPS OR SPIT BOLT CONNECTORS WHERE INDICATED IN THE DETAILS.
15. ON ROOFTOP SITES WHERE EXOTHERMIC WELDS ARE A FIRE HAZARD COPPER COMPRESSION CAP CONNECTORS MAY BE USED FOR WIRE TO WIRE CONNECTIONS. 2" HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS SHALL BE USED FOR CONNECTION TO ALL ROOFTOP B'S EQUIPMENT AND STRUCTURAL STEEL.
16. ICE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR USING TWO HOLE MECHANICAL TYPE BRASS CONNECTORS AND STAINLESS STEEL HARDWARE.
17. APPROVED ANTI-OXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
18. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
19. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
20. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF THE BURIED GROUND RING WITH #2 SOLID AWG TIN-PLATED COPPER GROUND CONDUCTOR.
21. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE BOLTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT WITH LISTED BONDING FITTINGS.



**ANSKO & ASSOCIATES, LLC**



**PM&A**  
P. MARSHALL & ASSOCIATES

AT&T SITE ID:  
**GA6182**

FA LOCATION CODE:  
**15173580**

REV	DATE	DESCRIPTION
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0	04/13/21	ISSUED FOR CONSTRUCTION

DESIGNED SDM  
DRAWN SOM  
CHECKED PAM  
JOB# 20AAMATNDP-0028



**GENERAL & ELECTRICAL & GROUNDING NOTES**

**E-1**





ANSCO & ASSOCIATES, LLC



AT&T SITE ID:  
GA6182

FA LOCATION CODE:  
15173580

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DESIGNED: SDM  
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CHECKED: PWM  
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**COMPOUND ELECTRICAL & GROUNDING PLAN**

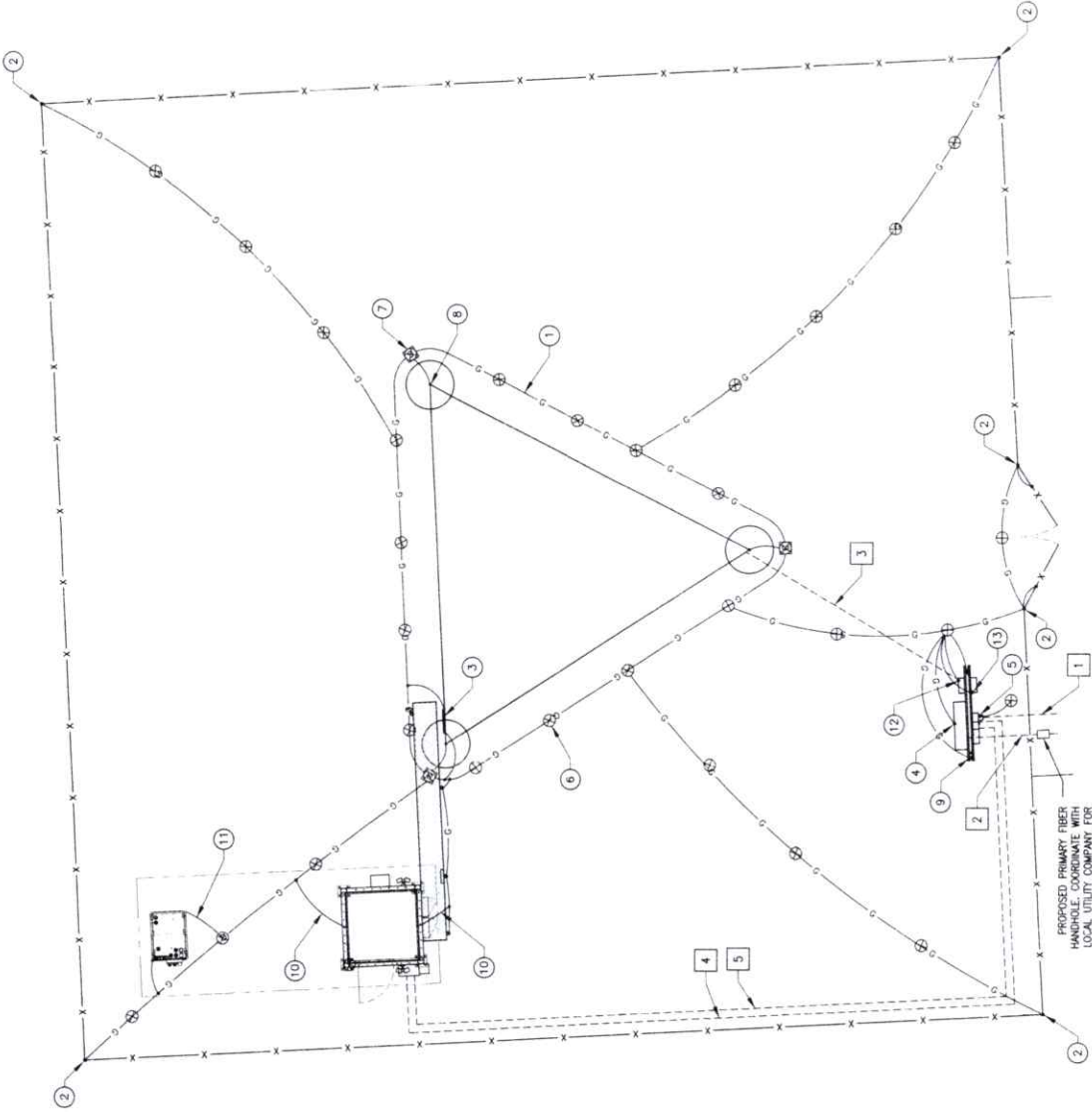
**E-2**

**ELECTRICAL KEY NOTES:**

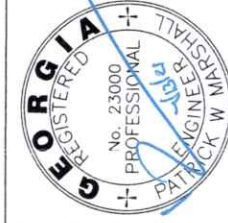
- 1 PROPOSED 3" SCH. 40 PVC CONDUIT, 36" BELOW GRADE FOR POWER SERVICE TO ALL SHEDS. COORDINATE WITH LOCAL UTILITY PROVIDER TO VERIFY THE EXACT ROUTE TO MEET POINT. SCH. 80 PVC SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
- 2 PROPOSED 3" SCH. 40 PVC CONDUIT, 36" BELOW GRADE FOR FIBER FROM PROPOSED TELCO BOX TO PROPOSED HANDLE OUTSIDE THE SHED. COORDINATE WITH LOCAL UTILITY FIBER PROVIDER TO VERIFY EXACT ROUTE. SCH. 80 PVC SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
- 3 PROPOSED 2" SCH. 40 PVC CONDUIT ROUTED FROM TOWER LIGHTING CONTROLLER TO NEAREST TOWER LEG.
- 4 PROPOSED 2" PVC CONDUIT FOR POWER SERVICE TO MULTI-TENANT UTILITY FRAME.
- 5 PROPOSED 2" PVC CONDUIT FOR TELCO SERVICE TO MULTI-TENANT UTILITY FRAME.

**GROUNDING KEY NOTES:**

- 1 #2 AWG BARE TINNED SOLID COPPER GROUND RING BURIED 30" BELOW GRADE (TYP.).
- 2 BOND FENCE & GATE POSTS TO GROUND RING WITH CAMELWELD CONNECTIONS.
- 3 BOND TOWER MOUNTED GROUND BAR TO TOWER GROUND RING (TYP. - 2 PLACES).
- 4 GROUND TELCO CABINET & BUSS BAR TO GROUND RING PER MANUFACTURER'S SPECIFICATIONS.
- 5 1-#2/0 GROUNDING CONDUCTOR IN 1" PVC CONDUIT FOR SERVICE ENTRANCE.
- 6 PROPOSED GROUND ROD (TYP.).
- 7 PROPOSED GROUND ROD WITH INSPECTION WELL (TYP.).
- 8 BOND TOWER TO GROUND RING (TYP.).
- 9 BOND ALL H-FRAME POSTS TO GROUND RING (TYP.).
- 10 PROPOSED #2 AWG SOLID BARE TINNED COPPER WIRE FROM THE WC GROUND BARS TO THE TOWER GROUND RING.
- 11 BOND GENERATOR (TYP. 2 PLACES) & GENERATOR FRAME TO THE GROUND RING.
- 12 BOND TOWER LIGHTING CONTROLLER TO GROUND RING PER MANUFACTURER'S SPECIFICATIONS.
- 13 BOND TOWER LIGHTING LOAD CENTER TO GROUND RING PER MANUFACTURER'S SPECIFICATIONS.



COMPOUND ELECTRICAL PLAN  
1"=5'-0" (FULL SIZE)  
1"=10'-0" (1/4"=1')









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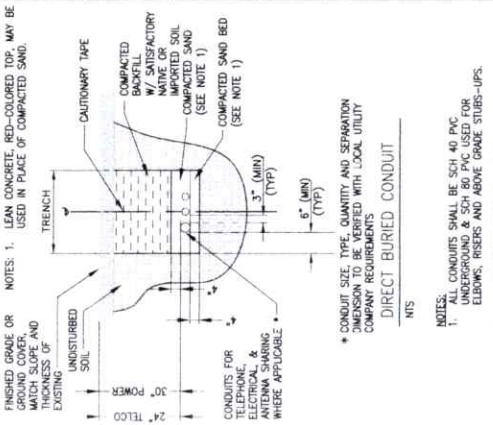
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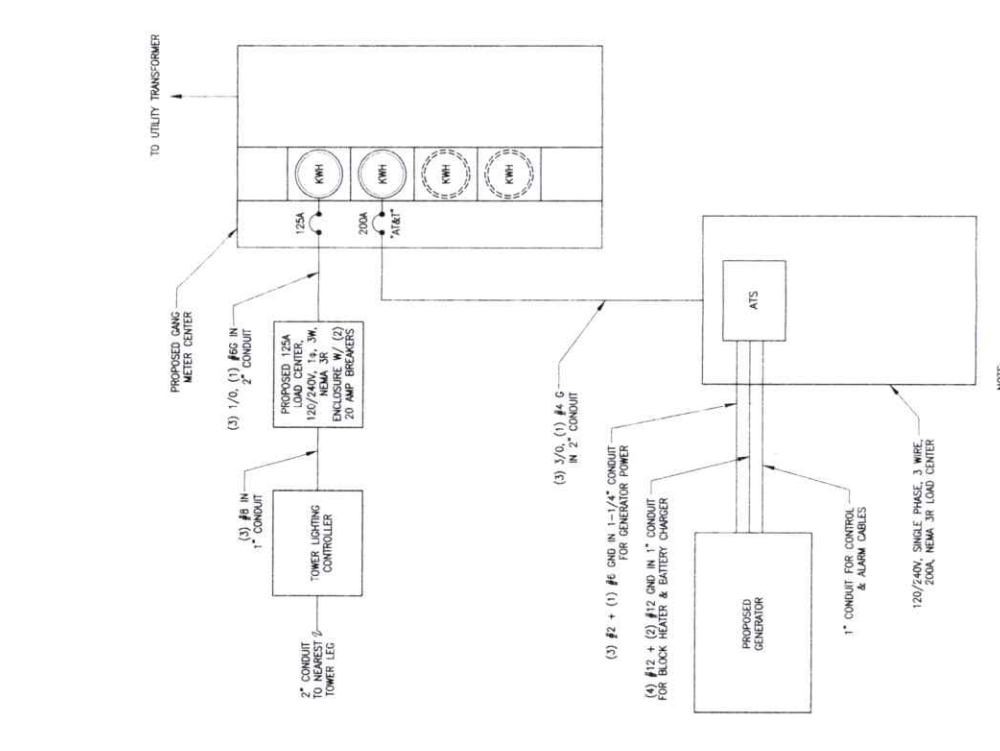
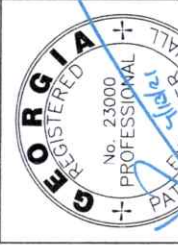
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DRAWN SDM  
CHECKED PWM  
JOB# 20AANATH99-0026

**ELECTRICAL NOTES & ONE LINE DIAGRAM**

**E-4**



- NOTES:**
- CONDUITS SHALL BE 5/8\"/>
  - CONDUIT SIZE, TYPE, QUANTITY AND SEPARATION SHALL BE DETERMINED WITH LOCAL UTILITY COMPANY REQUIREMENTS.
  - CONDUITS SHALL BE 5/8\"/>
  - ALL PROPOSED CONDUITS AND CABLE SHOULD BE LABELED PER AIBT SPECIFICATIONS.
  - ALL CABLE PENETRATIONS IN JUNCTION BOXES AND SLACK BOXES SHOULD HAVE 1.5\"/>
  - LUGS USED FOR GROUNDING EQUIPMENT IN AN OUTDOOR ENVIRONMENT ARE REQUIRED TO BE A LUG WITHOUT AN INSPECTION WINDOW.
  - ALL DC POWER WIRING SHALL BE TELESCOPE.



NOTE: BREAKERS INSIDE THE MIC ARE PREWIRED. SEE MIC MANUFACTURER'S DRAWINGS FOR DETAILS.

AC ONE-LINE DIAGRAM

- ELECTRICAL INSTALLATION NOTES**
- ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
  - CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT OBSTRUCTED.
  - WIRING, RACKING AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELECOMA.
  - ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELECOMA.
  - CABLES SHALL NOT BE ROUTED THROUGH LADDER-STILE CABLE TRAYS.
  - EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOT), GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED IDENTIFICATION OR METALLIC TAPE (MINIMUM 1/2\"/>
  - ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMINATED PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH ENGRAVED LAMINATED PLASTIC LABELS. WIRE COMPARTMENT, POINT OF INPUT WIRING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
  - ENCLAPERS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMINATED PLASTIC LABELS.
  - ALL THE WIRING SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
  - POWER, CONTROL, AND GROUNDING WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER) UNLESS OTHERWISE SPECIFIED. WIRING SHALL BE LABELED FOR THE LOCATION AND RACKING SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
  - SUBSEQUENT EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#8 AWG OR LARGER), 600 V, OR RESISTANT THIN OR THIN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 C (194 F) (WET AND DRY) OPERATION, LISTED OR LABELED FOR THE LOCATION AND RACKING SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
  - POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THIN OR THIN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 C (194 F) (WET AND DRY) OPERATION WITH OUTER JACKET, LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
  - ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE COMP-STYLE COMPRESSION WIRE LUGS AND WRENCHES IF AVAILABLE, OR BETTS (OR EQUAL). LUGS AND WRENCHES SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (165 F) (MINIMUM).
  - POWER AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, AWS/IEEE, AND NEC.
  - ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGES) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
  - ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
  - 5/8\"/>
  - RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND, UNDER BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC, OR CHANGED IN REINFORCED CONCRETE IN AREAS OF HEAVY TRAFFIC.
  - ALL UNDERGROUND OR CONCEALED METALLIC CONDUIT (LIQUID-TITE FILED) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLUOROPOLYMER RESINS ARE NOT ACCEPTABLE.
  - CONDUIT AND TUBING FITTINGS SHALL BE THREADED OF COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETBACK FITTINGS ARE NOT ACCEPTABLE.
  - CONDUIT, BOXES, AND WRENCHES SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, AWS/IEEE, AND NEC.
  - WRENCHES SHALL BE ENGRAVED (ENGR) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE HANDED TYPE (FOR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
  - TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPoxy-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
  - ALL METAL ELECTRICAL EQUIPMENT SHALL BE GROUNDING (EPoxy-COATED) OR NON-CORRODING SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
  - NONMETALLIC RECEPTACLE SWITCHES AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
  - THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
  - THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAPING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.







ANSCO & ASSOCIATES, LLC



AT&T SITE ID:  
GA6182

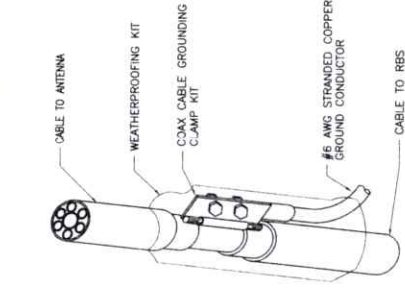
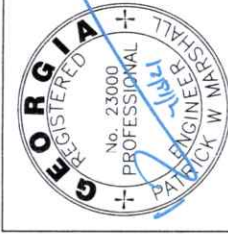
FA LOCATION CODE:  
15173580

REV	DATE	DESCRIPTION
A	04/06/21	ISSUED FOR REVIEW
0	04/13/21	ISSUED FOR CONSTRUCTION

DESIGNED: SDM  
DRAWN: SDM  
CHECKED: PWM  
JOB#: 2020ANATN05-0028

**GROUNDING DETAILS**

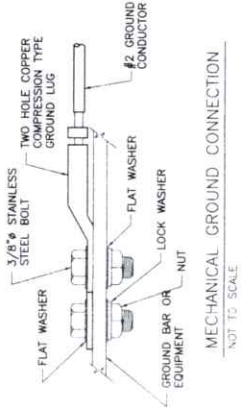
**E-6**



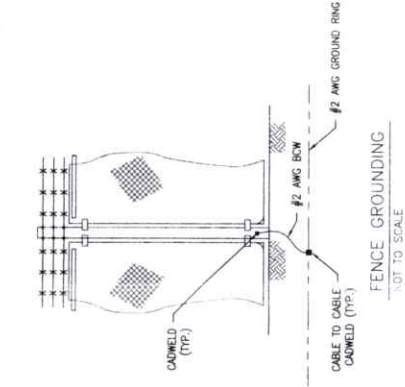
**NOTES:**

- DO NOT INSTALL CABLE GROUND KIT AT A BEND.
- ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR
- GROUNDING KIT & WEATHER PROOFING KIT SHALL BE TYPE & PART # AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.

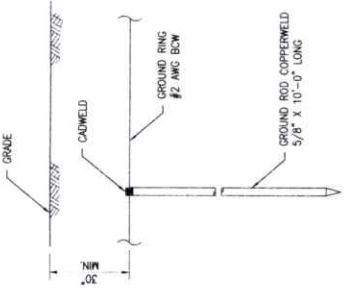
COAX CABLE GROUND KIT  
NOT TO SCALE



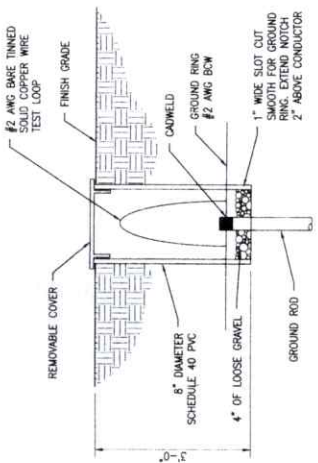
MECHANICAL GROUND CONNECTION  
NOT TO SCALE



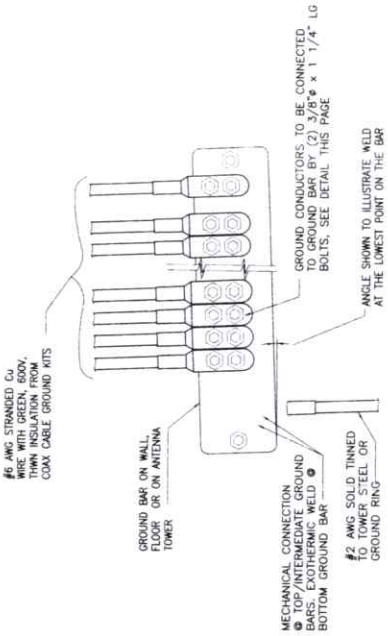
FENCE GROUNDING  
NOT TO SCALE



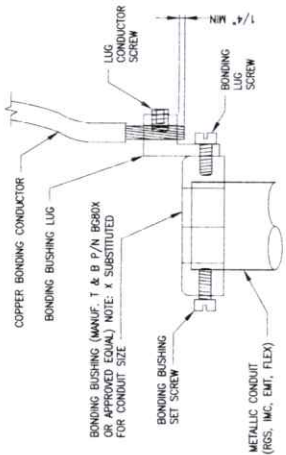
GROUND ROD DETAIL  
NOT TO SCALE



GROUND ROD INSPECTION WELL  
NOT TO SCALE




INSTALLATION OF GROUND WIRE TO COAX CABLE GROUND BAR  
NTS




- DIRECTIONS:**
- MOUNT BONDING BUSHING ONTO CONDUIT
  - INSERT CONDUCTOR INTO LUG
  - INSERT COPPER CONDUCTOR INTO LUG
  - TIGHTEN LUG CONDUCTOR SCREW
  - TIGHTEN BONDING LUG SCREW
- NOTE: BONDING BUSHING SET SCREW, LUG, LUG SCREW, COND. LUG SCREW, SHOWN AS COMPLETE UNIT.

CONDUIT BOND/GROUND BUSHING  
NTS



**ANSCO & ASSOCIATES, LLC**



AT&T SITE ID:  
**GA6182**

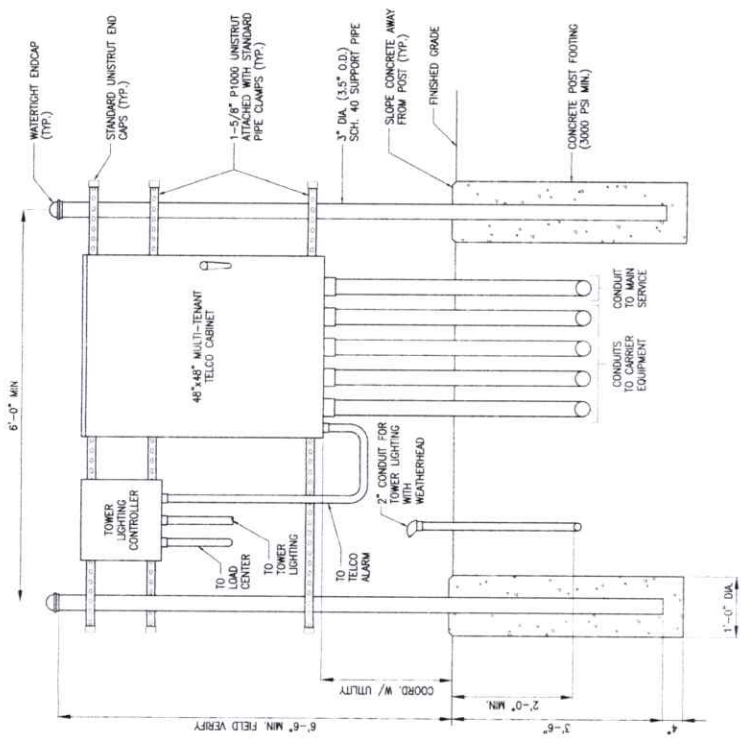
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REV	DATE	DESCRIPTION
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0	04/13/21	ISSUED FOR CONSTRUCTION

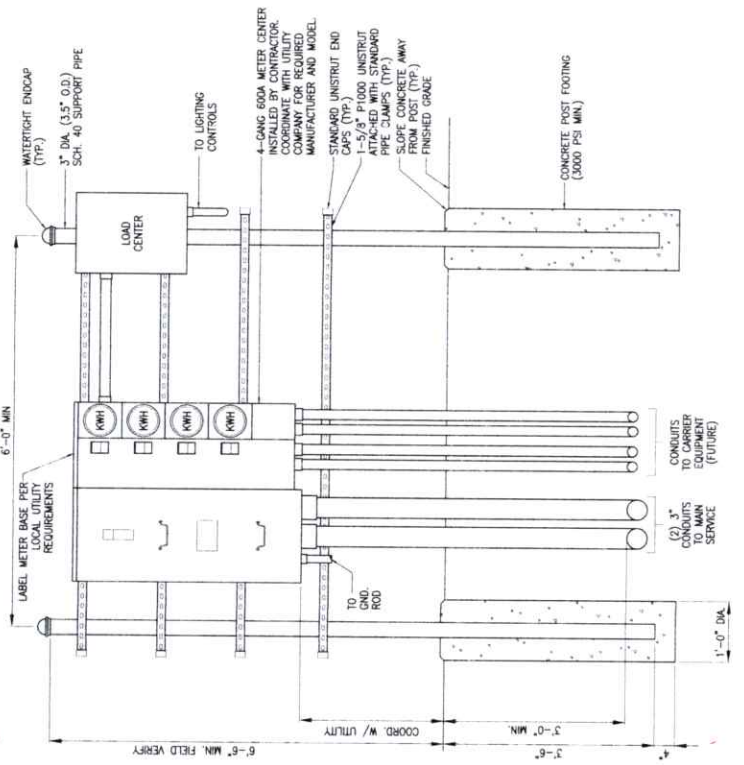
DESIGNED SDM  
DRAWN SDM  
CHECKED PWM  
JOB# 2020ANATW09-0028

**UTILITY H-FRAME  
DETAIL**

**E-7**



UTILITY FRAME DETAIL (TELCO)  
NTS



UTILITY FRAME DETAIL (GANG METER)  
NTS

- NOTES:
1. CONTRACTOR SHALL FIELD LOCATE THE METER PEDESTAL AS SHOWN ON SITE PLAN. INSTALL THE METER PEDESTAL NEAR THE PERIMETER OF THE FENCED COMPOUND WITH THE METERS FACING AS SHOWN.
  2. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR THE CONDUIT RUN TO THE MAIN SERVICE CONNECTION OR TRANSFORMER.
  3. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR GROUND PEGGING AND GROUNDING REQUIREMENTS. THE CONTRACTOR SHALL ORDER AND PAY FOR NECESSARY GROUND TESTS.
  4. SUPPORT POST AND UNISTRUT SHALL BE GALVANIZED. PIPE CLAMPS AND HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
  5. TELCO CABINET SHALL BE 48"X48"X10" HOFFMAN OR EQUIVALENT. PROVIDE 3/4" PLYWOOD BACKBOARD INSIDE THE MULTI-TENANT TELCO CABINET.
  6. ADJUSTMENTS TO THE METER PEDESTAL DESIGN MAY BE REQUIRED DEPENDING ON THE EXISTING UTILITY COMPANY METER PANEL INSTALLATION. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS AND INFORM THE ENGINEER IF ANY UNUSUAL CONDITIONS ARE FOUND TO EXIST.











ANSCO & ASSOCIATES, LLC



AT&T SITE ID:  
GA6182

FA LOCATION CODE:  
15173580

REV.	DATE	DESCRIPTION
A	04/06/21	ISSUED FOR REVIEW
0	04/13/21	ISSUED FOR CONSTRUCTION

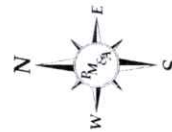
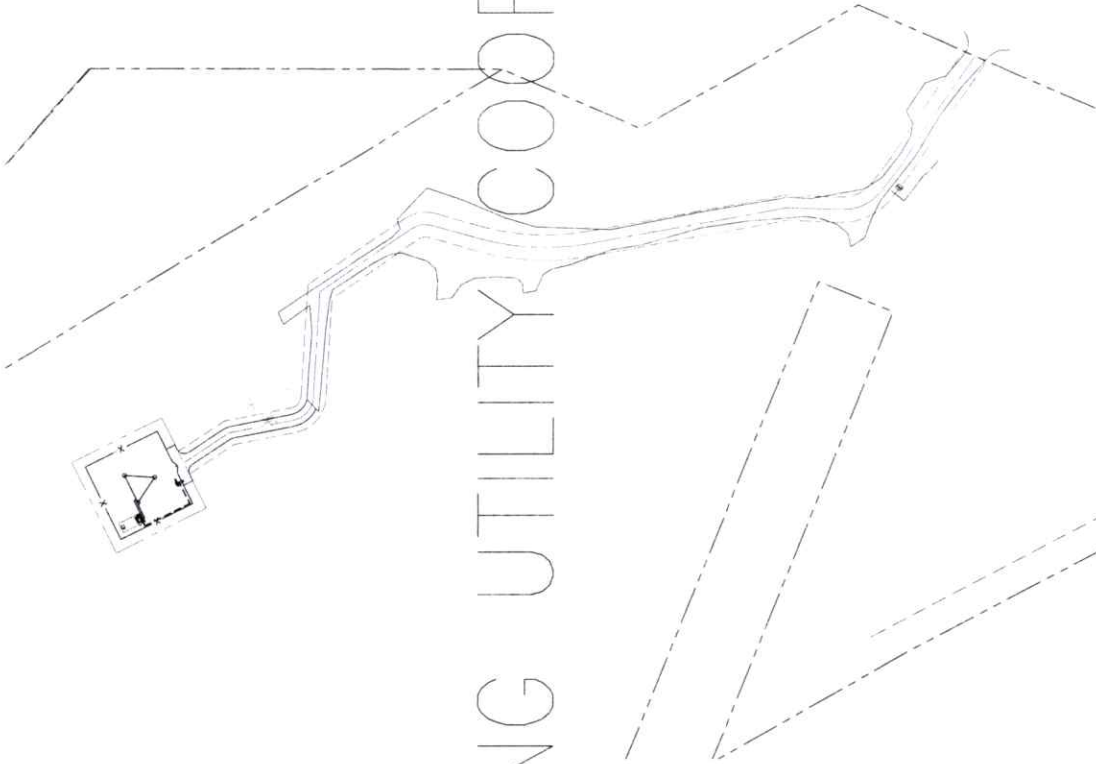
DESIGNED: SDM  
DRAWN: SDM  
CHECKED: FWM  
JOB#: 2005ANATN09-0028

**OVERALL  
ELECTRICAL  
SITE PLAN**

**NOT USED**

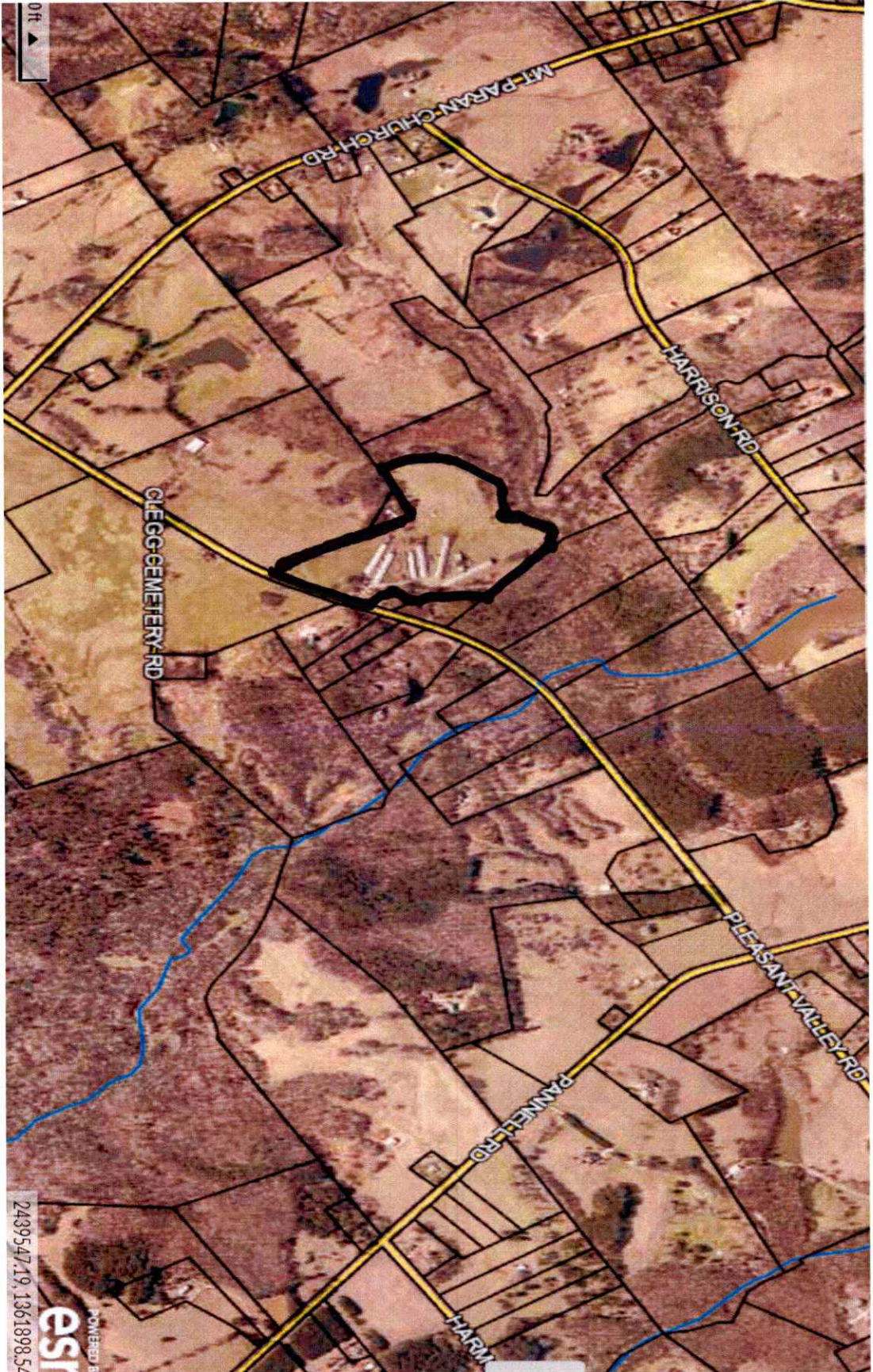


PENDING UTILITY COORDINATION



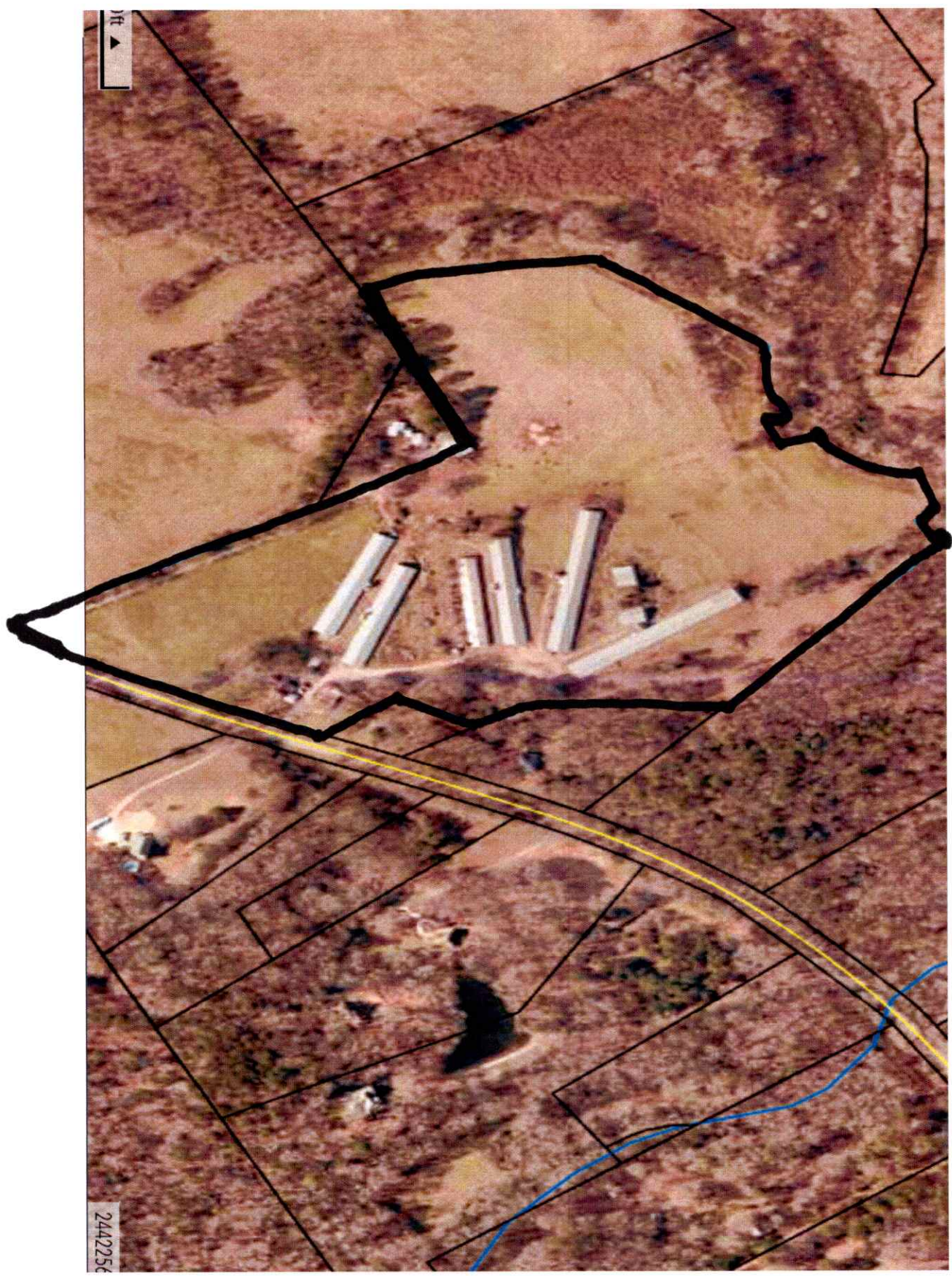
OVERALL ELECTRICAL SITE PLAN  
Scale: 1" = 60'-0" (FULL SIZE)  
1" = 120'-0" (1/4"=1')





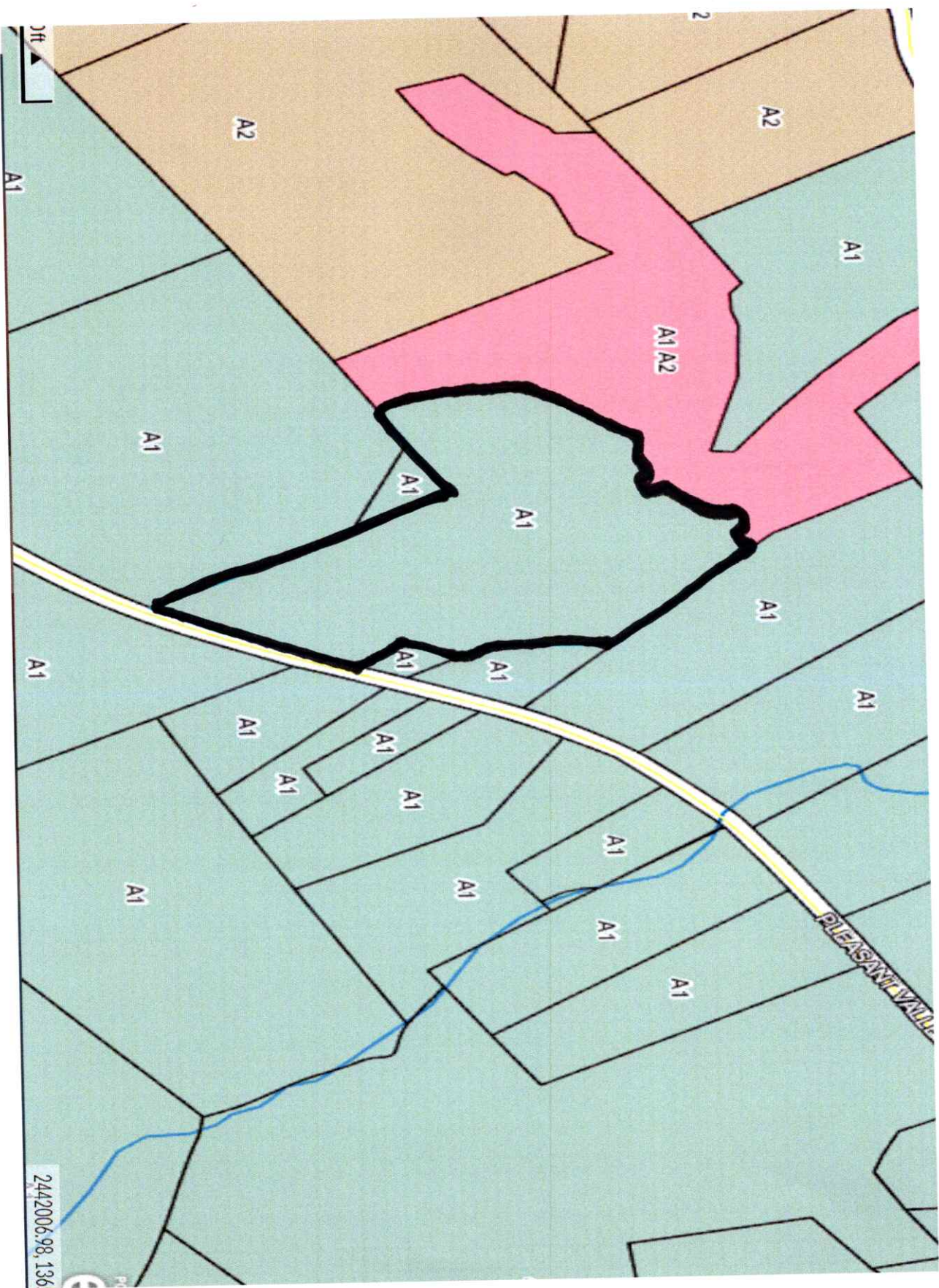


CU21080030 – 192 PLEASANT VALLEY ROAD

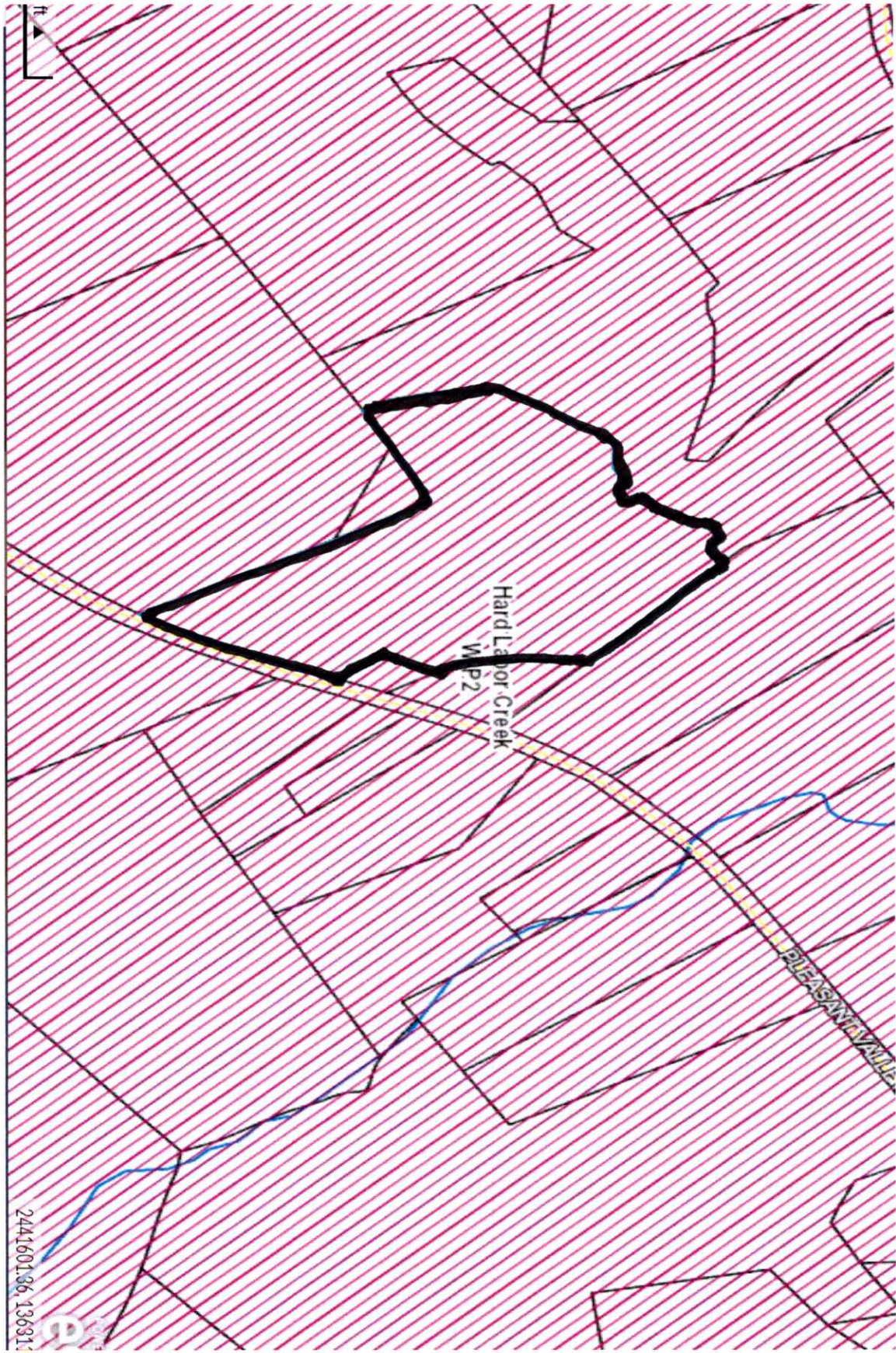




CU21080030 - 192 PLEASANT VALLEY ROAD









**Rezone Z21080023  
Staff Analysis**

Commission District: 2 - Banks

Planning Commission Hearing Date: 10-07-2021

Board of Commissioners Hearing Date: 11-02-2021

**Parcel ID: Map N011F018**

**Acreage: 2.43**

**Applicant:**

**Kevin Shelnett  
5889 Centerhill Church Road  
Loganville, Georgia 30052**

**Owners:**

**Kevin & Shelley Shelnett  
5889 Centerhill Church Road  
Loganville, Georgia 30052**

**Property Location: 336 Brook Hollow Lane**

**Current Character Area: Suburban**

**Current Zoning: R1**

**Request: Rezone 1.401 acres from R1 to A1 to be combined with property at 5889 Centerhill Church Road. This will leave the front lot of 1.036 remaining part of the Sandy Creek Subdivision.**

**Staff Comments/Concerns:**

**Site Analysis: The 2.43 acre tract is located on 336 Brook Hollow Drive. The surrounding properties are zoned R1 and A1.**

**Zoning History:**

CU21050003	Kevin & Shelley Shelnutt	Conditional Use for Summer Day Camp	C0110108 & N011F018 5889 Centerhill Church Road & 336 Brook Hollow Drive	Approved w/conditions
------------	--------------------------	-------------------------------------	---	-----------------------

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

**Comments and Recommendations from various Agencies:**

**Public Works:**

**Sheriffs' Department:**

**Water Authority:**

**Fire Department:**

**Fire Code Specialist:**

**Board of Education:**

**Development Inspector:**

**DOT Comments:**

**Archaeological Information:**



# Rezone Application # 221080023 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-7-2021 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 11-2-2021 at 6:00PM held at **WC Historical Court House**

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

**Map/Parcel** NO11F018

**Applicant Name/Address/Phone #**

**Property Owner Name/Address/Phone**

**Kevin Shelnett**  
5889 Centerhill Church RD  
Loganville GA 30052

**Kevin and Shelley Shelnett**  
336 Brook Hollow Lane  
Loganville, GA 30052  
678-794-0399

E-mail address: sshelnett@comcast.net

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

Phone 678-794-0399

Phone # 678-794-0397

Location: 336 Brook Hollow Drive Loganville Requested Zoning A1 Acreage 2.43 to be split making the back 1.401 acres combine with the 5889 Centerhill Church Rd lot. The front lot will be 1.036 remaining part of the Sandy Creek Subdivision.

Existing Use of Property: property is unused \_\_\_\_\_

Existing Structures: none \_\_\_\_\_

The purpose of this rezone is to adjoin the property to our primary lot, combining the property so that the additional lot will be A1

Property is serviced by the following:

Public Water: yes (not hooked up) \_\_\_\_\_ Provider: \_\_\_\_\_  
Well: \_\_\_\_\_

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

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

Signature Kevin Shelnett Date 8/13/2021 Fee Paid \$ 300.00

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

**Signs will not be removed until after Board of Commissioners meeting**

Office Use Only:

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

Commission District - 2 - Banks  
Comprehensive Land Use: Suburban

**DRI Required?** Y \_\_\_\_\_ N

Watershed: \_\_\_\_\_

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

Provide written documentation addressing each of the standards listed below:

Existing uses and zoning of nearby property:

All in front of property  
All on the side of property  
has conditional use for summer camp

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

None

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

Property is to the benefit  
of children in Walton County.

The relative gain to the public as compared to the hardship imposed upon the individual property owner:

Children will be able to play  
back ball, football, play  
with other children and  
will be on property

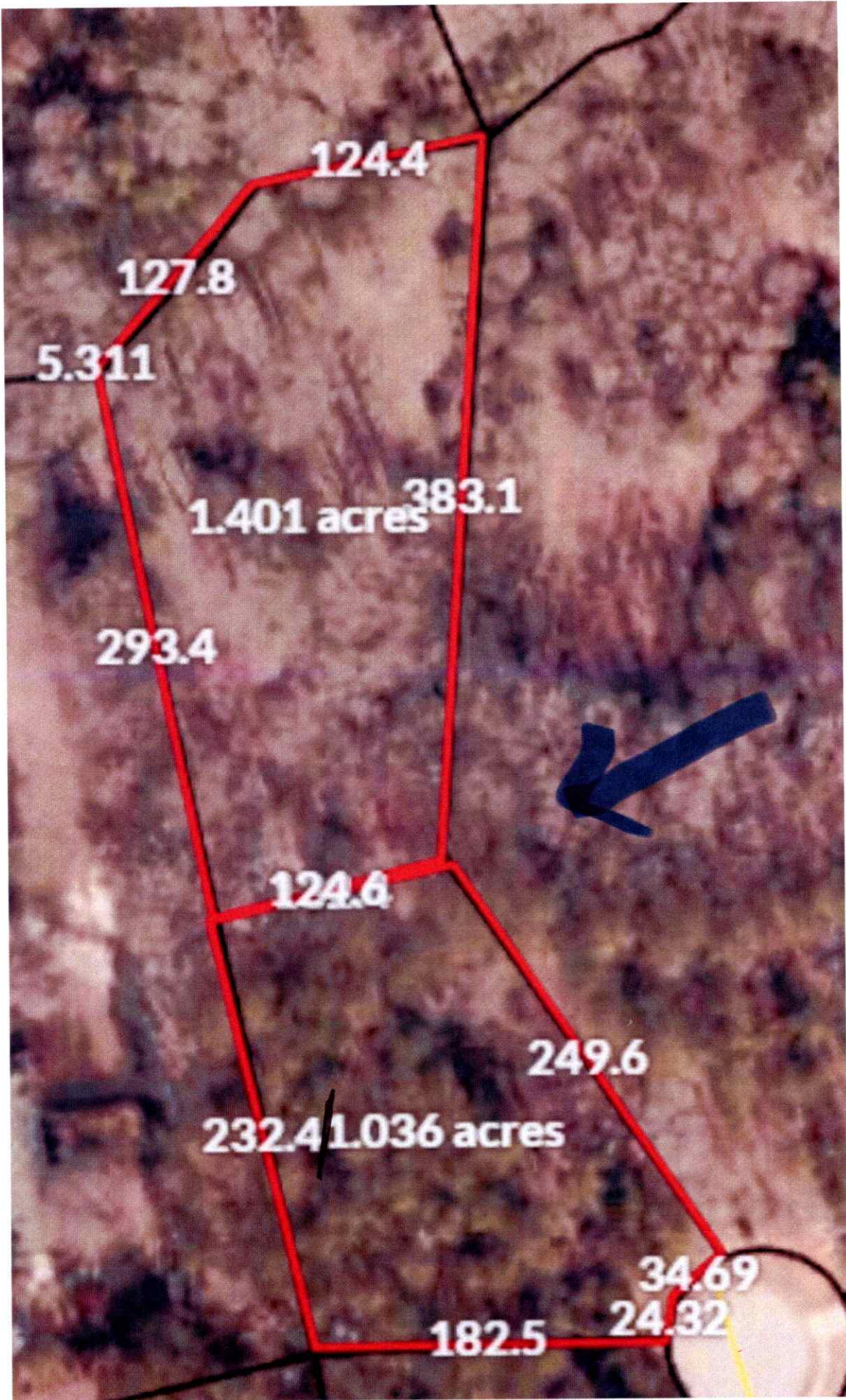
The suitability of the subject property for the zoned purposes; and

land has been vacant and  
unused. Property is a small  
creased. Bldg. and appropriate  
for A-1 zoning.

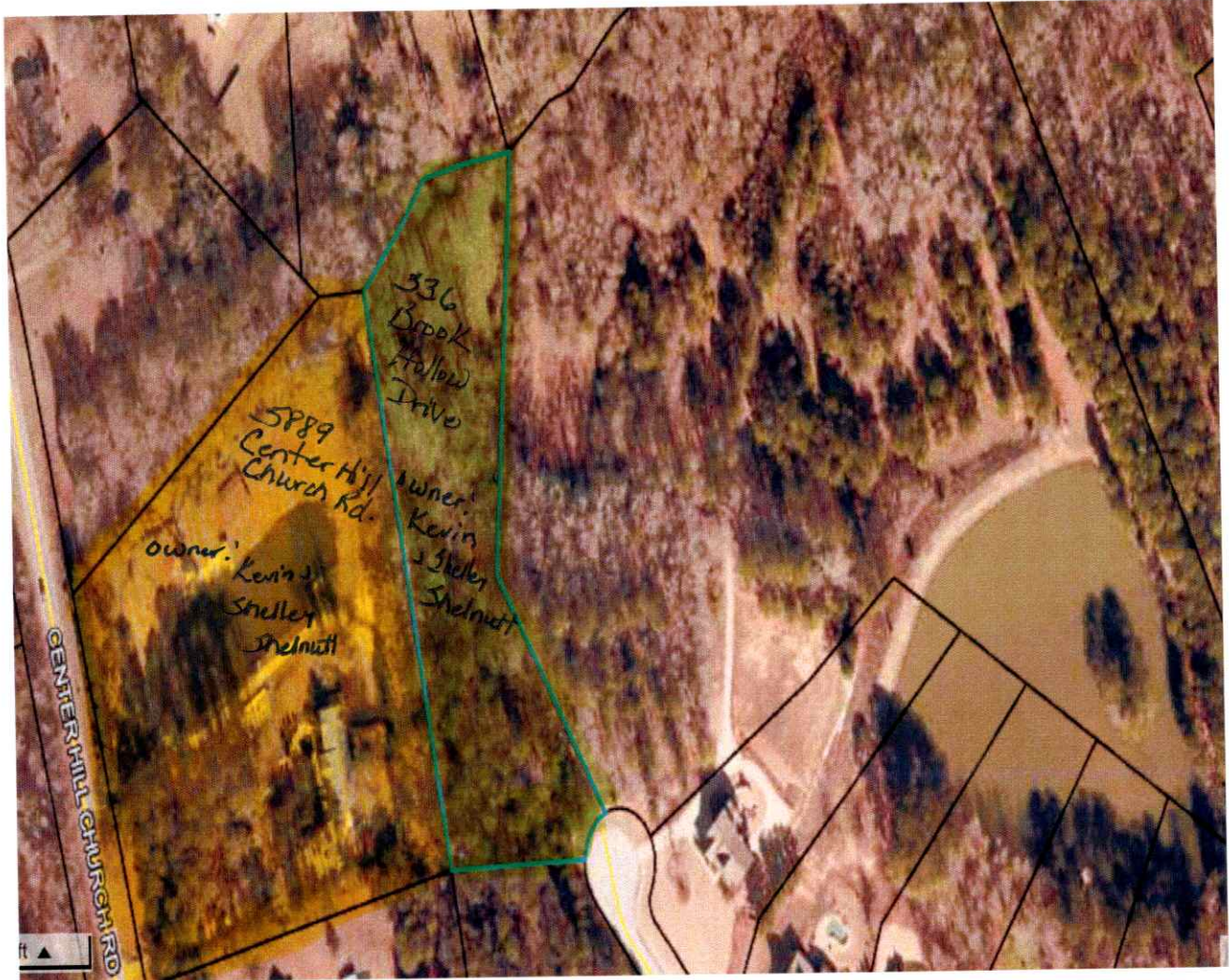
In the length of time the property has been vacant as zoned, considered in  
the context of land development in the area in the vicinity of the property.

Property was A-1 <sup>Pror</sup> 2005 & changed  
to C-1 after 2005.









Sandy Creek Cove  
Subdivision



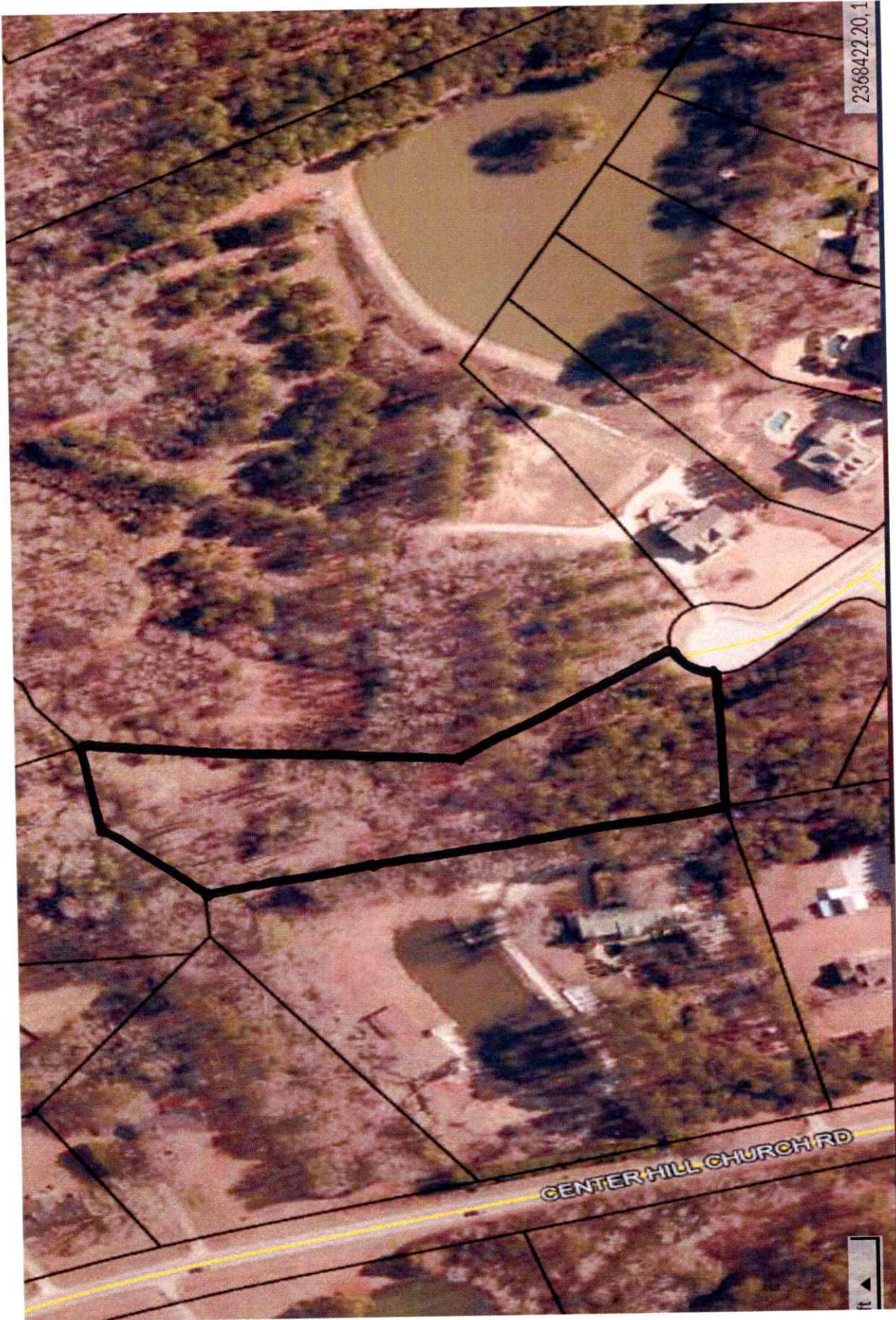


Z21080023 – 336 Brook Hollow Drive



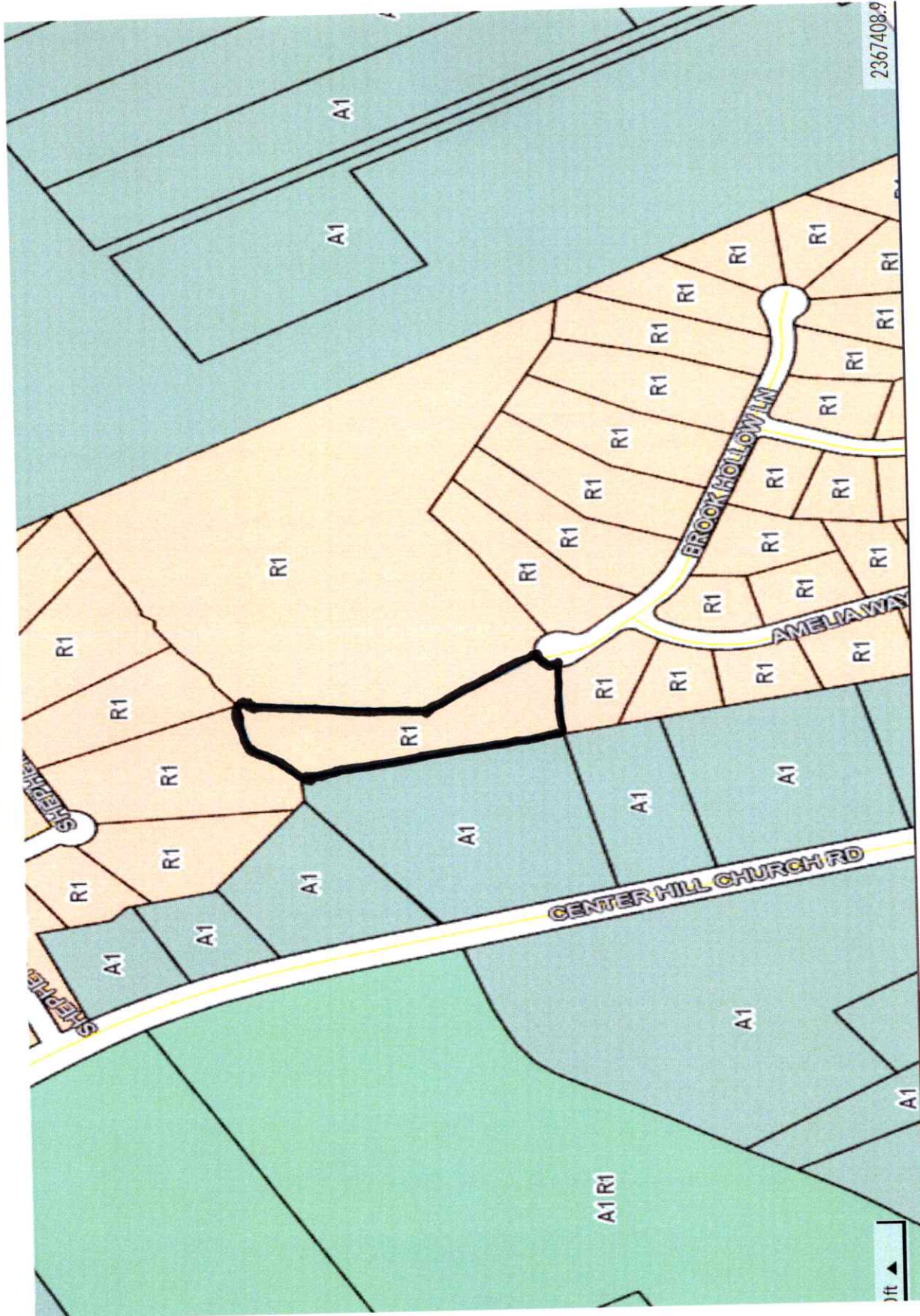


Z21080023 – 336 Brook Hollow Drive



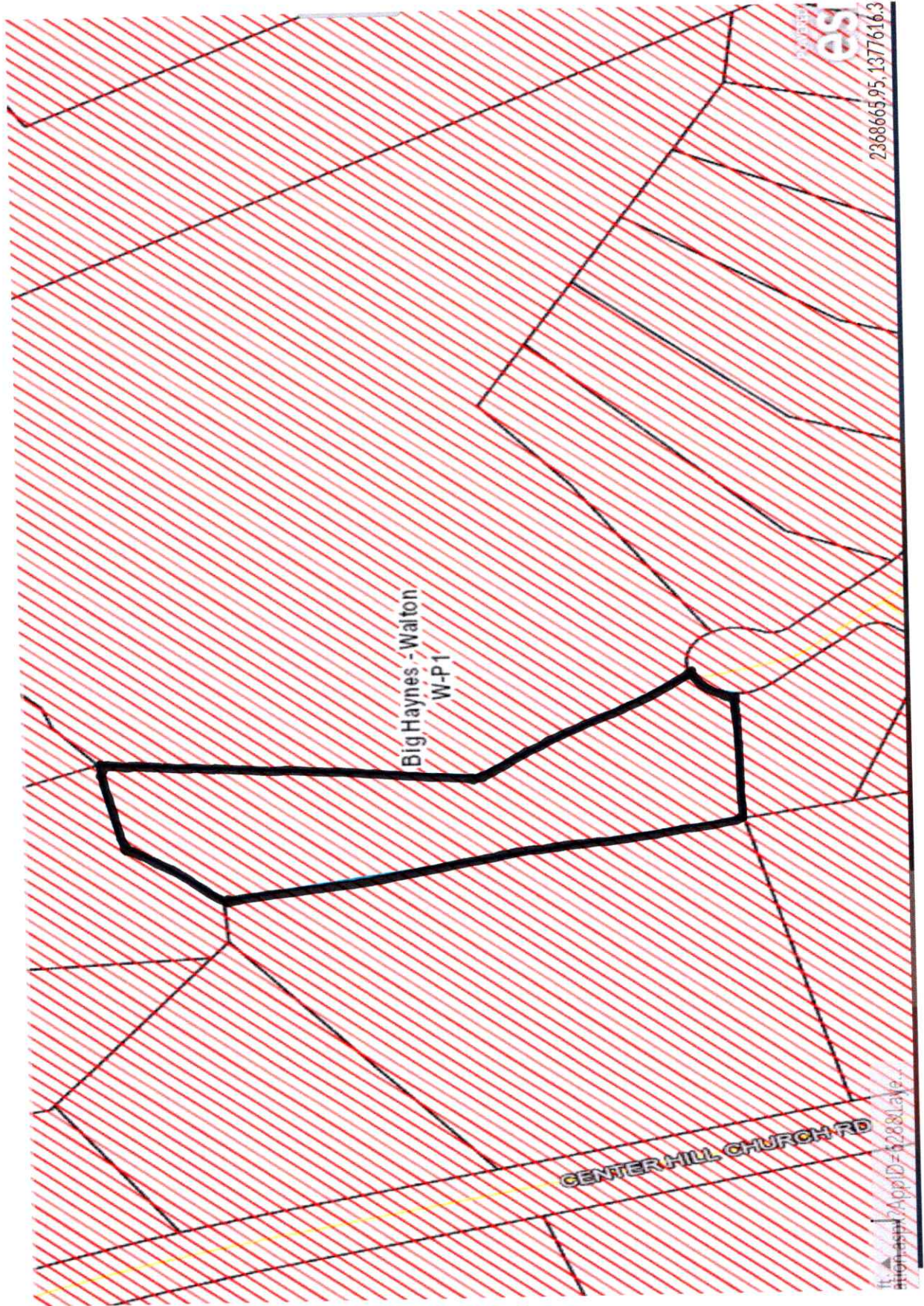


Z21080023 – 336 Brook Hollow Drive





Z21080023 – 336 Brook Hollow Drive





## Rezone Z21090003 Staff Analysis

Commission District: 4 - Bradford

Planning Commission Hearing Date: **10-07-2021**

Board of Commissioners Hearing Date: **11-02-2021**

**Parcel ID: Map C1720092Y00**

**Acreage: 5.24**

**Applicant:**

**Lacey Adkins  
405 Willow Springs Lane  
Social Circle, Georgia 30025**

**Owners:**

**Ryan Nolan & Lacey Adkins  
405 Willow Springs Lane  
Social Circle, Georgia 30025**

**Property Location: 405 Willow Springs Lane**

**Current Character Area: Rural Residential**

**Current Zoning: A1**

**Request: Rezone 5.24 acres from A1 to A to allow dog breeding and in the future to have kennel units.**

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
812910	Kennel, Commercial	Yes	P								P	P	P	P			



## **Kennel, Commercial (20)**

- A. The lot size shall be no less than two (2) acres.
- B. Any building or enclosed structures for the housing of animals shall have minimum side and rear setbacks of at least 100 feet.
- C. All areas maintaining animals outside shall be completely enclosed by walls or fences at least six (6) feet in height, and shall be located no closer than 200 feet from property lines or street right-of-way.
- D. No commercial kennel shall be located within 500 feet of a residential district.

**Site Analysis:** The 5.24 acre tract is located on 405 Willow Springs Lane. The surrounding properties are zoned A1 and A2.

**Zoning History:** No History

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

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

**Public Works:**

**Sheriffs' Department:**

**Water Authority:**

**Fire Department:**

**Fire Code Specialist:**

**Board of Education:**

**Development Inspector:**

**DOT Comments:**

**Archaeological Information:**



Rezone Application # Z21090003

Planning Comm. Meeting Date 10/17/2021 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 11/2/2021 at 6:00PM held at **WC Historical Court House**

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

Map/Parcel 01720-092-400  
01720092400

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Lacey Adkins</u>	<u>Lacey Adkins</u>
<u>405 Willow Springs LN</u>	<u>405 Willow Springs LN</u>
<u>Social Circle, GA 30025</u>	<u>Social Circle, GA 30025</u>
	<small>(If more than one owner, attach Exhibit "A")</small>

Phone # 770-873-4534 Phone # 770-873-4534

Location: Walton - Lane <sup>405 Willow Springs</sup> Requested Zoning A Acreage 5.24

Existing Use of Property: Residential

Existing Structures: House, pool and chicken coop lie-to

The purpose of this rezone is to establish a business license  
and be listed with USDA as a Labrador Retriever  
breeder with future plans of barn w/ kennel suites

Property is serviced by the following:

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

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

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

Lacey Adkins 8/12/2021 \$ 300.00  
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 A1A2 South A1  
East A1 West A1

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

Commission District: 4- Bradford Watershed:  TMP

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

**Exhibit to Application**

**Additional Property Owner**

**Ryan Nolan**

**405 Willow Springs Lane**

**Social Circle, GA 30025**

**404.516.1047**

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;

Nearby properties are all over 5+ acres.  
Some are zoned A1 while some are conservation.  
The property that touches the backside of  
ours specifically is conservation for farm/crops.

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

As far as I know, the values haven't  
and won't diminish.

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

No destruction of property values  
or health due to kennel or breeding  
of Labs.

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

I do not see any hardship. I do see  
a gain in helping the public not only  
by adding a lifelong companion but also  
being of assistance to keep their dogs in  
times they are away.



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

is very suitable with over 5 acres of  
grass and trees.

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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

The proposed future building of the barn /  
kennel will be adjacent to current home  
on the property. The properties in the area  
have barns, shops that are of the same idea  
of what we plan to build.

September 3, 2021

My name is Lacey Adkins and I am here to begin the process of building a reputable Labrador Retriever breeding program as well as propose a future boarding kennel. I would like to be able to accommodate those that are vacationing and can't take their beloved pets along.

We currently have black labs that are a part of our family and reside in our home. My breeding program will consist of raising the puppies indoors their first 8 weeks of life with me and my family. As a person that loves all animals, I hope it shows in the care, health and love we will provide. Not only with our puppies we raise but the ones we hope to board in the future.

Our neighbors know my love for Labs and my friends often laugh at how much I love dogs, especially Labs! My goal as a breeder is to breed the highest of quality Labradors that have exceptional temperaments to keep their title of "The Best Dog". They have won that title for 31 years in a row!

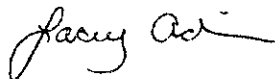
We do extensive health testing with all available for the Orthopedic Foundation for Animals. Along with the genetic testing that Pawprint Genetic offers for the breed. When I say I want to provide exceptional dogs, I mean exactly that.

Between taking care of puppies, we would love to offer overnight care for dogs, in a barn-like setting. Not only will it offer an enclosed kennel area for each dog, but an outside covered area as well. This is more in the future but thought it may be helpful to see where the breeding would lead into caring for the communities dogs in the event they can't.

I welcome you to come take a look at the area and our property. We strive for the best and I plan to do the same with the proposed boarding and kennel establishment. I want to be sure I am doing right by the county and doing all steps correctly to be able to do this.

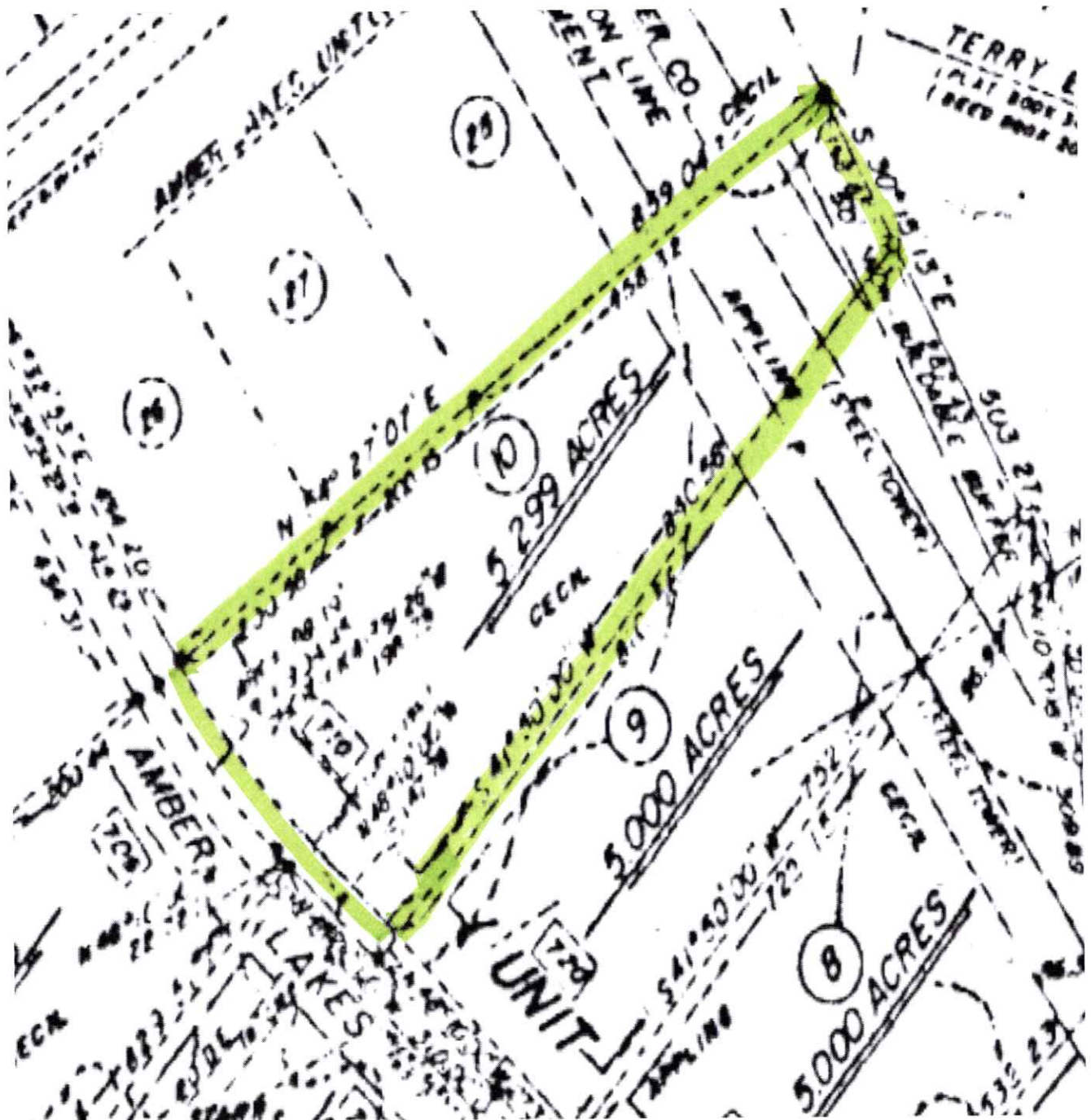
Thank you for your time and careful consideration. We are in the barn structure planning phase, but I'd gladly provide any additional information if it were to help in your decision making.

Thank You Kindly,

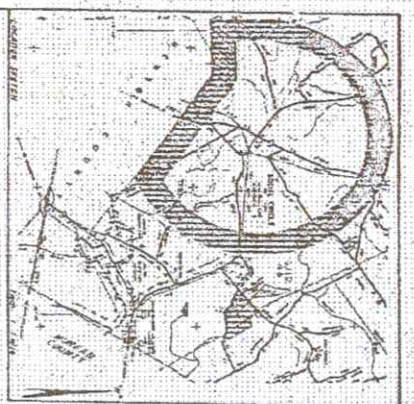


Lacey Adkins

770.873.4534  
405 Willow Springs Lane  
Social Circle, GA 30025



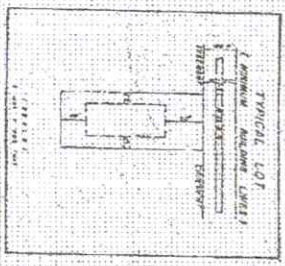




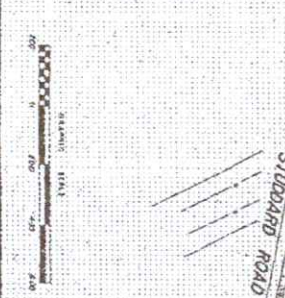
FILED AND RECORDED 3-13-02  
 AT 10:55 A.M. E.M.  
 PLAT BOOK 88 PAGE 412  
 KATHY K. TROST  
 CLERK SUPERIOR COURT  
 WALTON COUNTY, GEORGIA

NOTES

1. This plat is subject to all easements, covenants, conditions, and restrictions shown on the plat and to all other restrictions of record.
2. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.
3. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.
4. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.
5. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.
6. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.
7. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.
8. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.
9. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.
10. THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.



Lot #	Area	Lot #	Area
141	6,847 Sqr. Ft.	141	6,847 Sqr. Ft.
142	6,847 Sqr. Ft.	142	6,847 Sqr. Ft.
143	6,847 Sqr. Ft.	143	6,847 Sqr. Ft.
144	6,847 Sqr. Ft.	144	6,847 Sqr. Ft.
145	6,847 Sqr. Ft.	145	6,847 Sqr. Ft.
146	6,847 Sqr. Ft.	146	6,847 Sqr. Ft.
147	6,847 Sqr. Ft.	147	6,847 Sqr. Ft.
148	6,847 Sqr. Ft.	148	6,847 Sqr. Ft.
149	6,847 Sqr. Ft.	149	6,847 Sqr. Ft.
150	6,847 Sqr. Ft.	150	6,847 Sqr. Ft.



AMBER SLAPP STUDDARD ROAD (20' pavement) 80' R/W

UNIT TWO ONE UNIT THREE

AMBER LAKES

UNIT TWO ONE UNIT THREE

BONDERS AND ASSOCIATES

DEVELOPER: SUBURBAN HOME SALES, INC.

DESIGNER: DAVID K. ROBERTSON

DATE: 04/21/02

SCALE: 1" = 40'

DATE: 04/21/02

SCALE: 1" = 40'

CONFIRMATION OF RECORDING

THIS PLAT IS SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD.

THE APPLICANT HAS OBTAINED NECESSARY PERMITS FROM THE APPLICANT'S LOCAL GOVERNMENT AND FROM THE APPLICANT'S LOCAL HEALTH DEPARTMENT.

AMBER LAKES DEVELOPMENT

UNIT TWO ONE UNIT THREE

AMBER LAKES DEVELOPMENT

UNIT TWO ONE UNIT THREE

AMBER LAKES DEVELOPMENT

UNIT TWO ONE UNIT THREE

AMBER LAKES DEVELOPMENT

UNIT TWO ONE UNIT THREE

Minimum Split 250  
 to 1  
 Sept. park  
 Owner responsible  
 for Damage &  
 Spoil



Z21090003 – 405 Willow Springs Lane



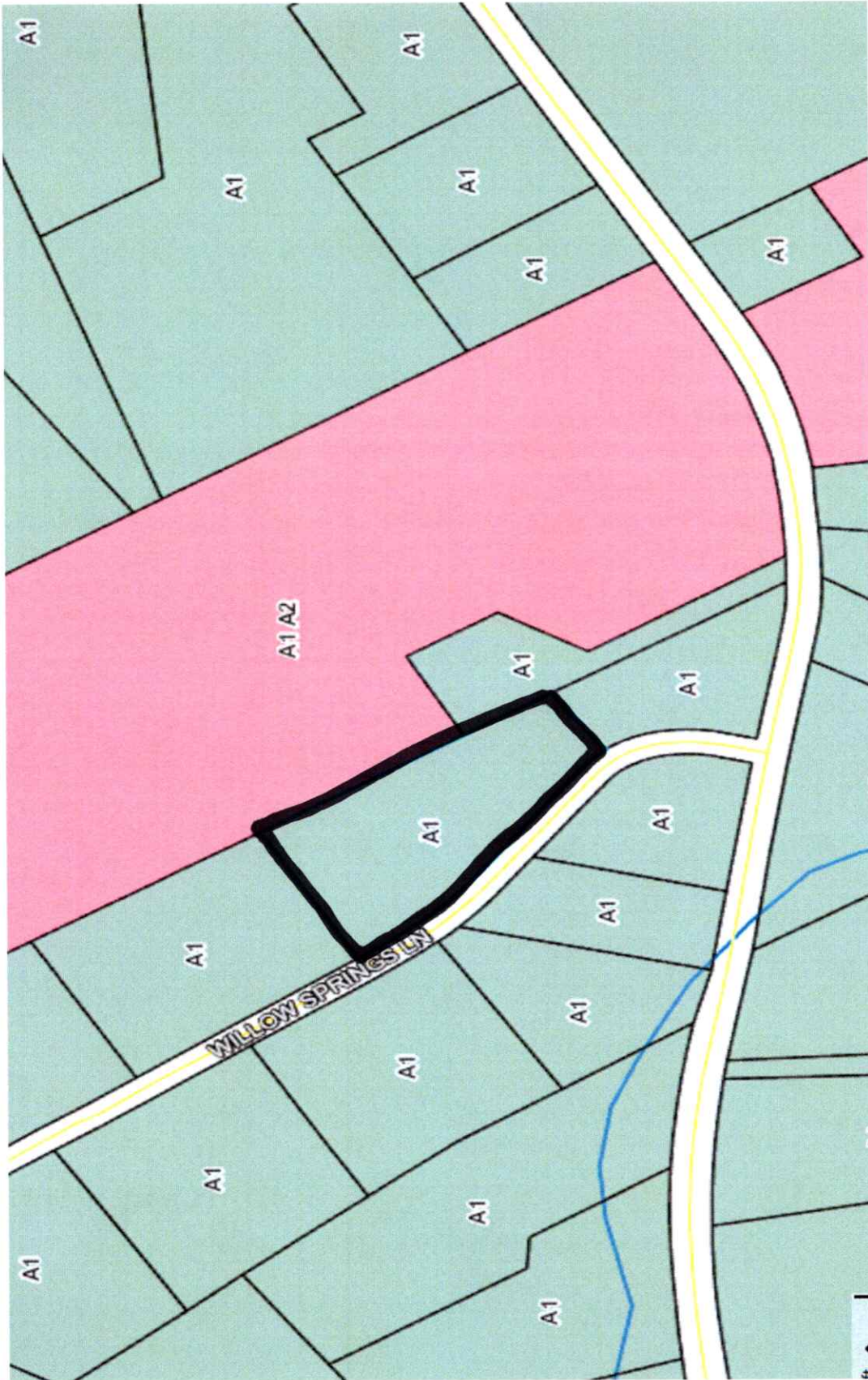


Z21090003 – 405 Willow Springs Lane





Z21090003 – 405 Willow Springs Lane



## Rezone Z21090005 Staff Analysis

Commission District: 1-Warren

Planning Commission Hearing Date: 10-07-2021

Board of Commissioners Hearing Date: 11-02-2021

Parcel ID: Map C0600077G00

Acreage: 1.70

---

**Applicant/Owner:**

Chelsea Helton, a/k/a Chelsea Leigh Boozer

3175 Cown Road

Loganville, Georgia 30052

**Property Location:** Cown Road

**Current Character Area:** Suburban

**Current Zoning:** A1

**Request:** Rezone 1.70 acres from A1 to A2 to create a buildable lot.

**Staff Comments/Concerns:**

**Site Analysis:** The 1.70 acre tract is located on Cown Road. The surrounding properties are zoned A1 and R1.

**Zoning History:** No History



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

**Comments and Recommendations from various Agencies:**

**Public Works:**

**Sheriffs' Department:**

**Water Authority:**

**Fire Department:**

**Fire Code Specialist:**

**Board of Education:**

**Development Inspector:**

**DOT Comments:**

**Archaeological Information:**

Rezone Application # Z21090005

Planning Comm. Meeting Date 10-7-2021 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 11-2-2021 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C 60/77G  
C0600077600

Applicant Name/Address/Phone #

Chelsea Helton  
3175 Cown Rd  
Loganville, GA 30052

Property Owner Name/Address/Phone

Chelsea Helton <sup>Leigh Boozer</sup>  
3175 Cown Rd  
Loganville, GA 30052

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

Phone # 770-262-7570

Phone # 770-262-7570

Location: Cown Rd Requested Zoning A-2 Acreage 1.70

Existing Use of Property: \_\_\_\_\_

Existing Structures: NONE

The purpose of this rezone is to make the property  
Buildable.

Property is serviced by the following:

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

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

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

Chelsea Helton 9-8-21 \$ 300.00  
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 A1 South R1  
East A1 West A1

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

Commission District: 1-Warren Watershed: Alcovy River W-PI TMP

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



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

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

1. Existing uses and zoning of nearby property;

The nearby properties are A-1 and have houses on them.

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

As of now the property is zoning A-1 which is non-buildable. Property values will increase with a house on it.

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 values of the plaintiffs will increase value of the surrounding properties.

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

The gain of the public would be increased property value & the gain to property owner would be increase in property value.

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

We need the land re-zoned for the building of a house.

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

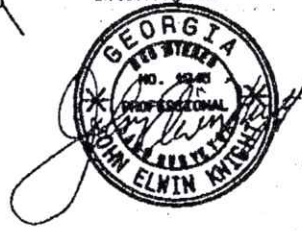
The property has always been vacant. Though land in front, back, and right sides have been developed.



Plat Doc: PLAT  
 Recorded: 07/19/2016 04:45PM  
 Clerk Superior Court, WALTON County, GA  
 Bk 00111 Pg 0103

TRACT 3  
 OF MINOR SUBD. PLAT  
 FOR ESTATE OF  
 JOYCE JACKSON SUMLIN  
 SEE SHEET 1

376.39'  
 S82°46'47"W



APPROVED FOR RECORDING  
 AS IS  
 NOT A BUILDABLE RESIDENTIAL LOT  
 WITH COMMENTS NOTED BELOW

OUT \_\_\_\_\_  
 WALTON COUNTY CODE ENFORCEMENT  
 DATE 2/19/16 NAME John Elwin Knight

N/F  
 MELODY SUMLIN BOWERS  
 & BEN BOWERS  
 #3205  
 MAP-C60-77A  
 DB 1426-296  
 PB 72-9

LOT 34

N17°45'44"W 915.75' to  
 nail set at centerline  
 intersection of  
 Piney Grove Rd.  
 & Corn Road

N88°20'26"E  
 324.27'

NON-BUILDABLE

LOT 4

1.56 ac. in traverse  
 .15 ac. correction to C/L  
 of branch  
 1.71 ac. Total

NOTE:  
 LOTS 4 & 5 ARE NON-BUILDABLE  
 LOTS IN THE PRESENT ZONING  
 A-1, WHICH HAS A 2 ACRE MIN.  
 THEY NEED TO BE REZONED A-2  
 OR R-1 TO BE BUILDABLE.

N00°41'42"E  
 75.01'

N03°39'10"E  
 68.90'

N04°36'32"E  
 42.87'

N04°36'32"E  
 26.96'

NON-BUILDABLE

LOT 5

1.63 ac. in traverse  
 .07 ac. correction to C/L  
 of branch  
 1.70 ac. Total

448.55'  
 S79°33'24"W

N/F  
 JAMES D. BOOZER JR.  
 & ANGELA SUMLIN BOOZER  
 #3175  
 MAP-C60-77B  
 DB 2719-320  
 PB 72-157

LOT 6 IS A NON-BUILDABLE LOT,  
 IT IS TO BE  
 COMBINED WITH  
 MAP C60-77B

S79°33'51"W  
 20.00'

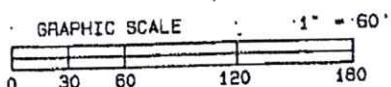
S79°33'50"W  
 32.30'

N/F  
 RACHEL B. LOCKE & THOMAS C. LOCKE  
 #3165 MAP-C60-78 DB 3313-194  
 PB 39-125

MAGNETIC

CORN ROAD (70' R/W)

"The survey was prepared in conformity with the  
 Technical Standards for Property Surveys in Georgia  
 as set forth in Chapter 180-7 of the Rules of the Georgia  
 Board of Registration for Professional Engineers and Land  
 Surveyors and as set forth in the Georgia Plat Act  
 O.C.G.A. 15-6-67."



Surveyed By:  
 John Elwin Knight,  
 Ga. R.L.S. 1945  
 P.O. Box 625  
 Social Circle, Ga. 30025  
 Ph: 770-464-4549

SHEET  
 2 OF 2

MINOR SUBDIVISION PLAT FOR:	
ESTATE OF JOYCE JACKSON SUMLIN	
Scale: 1"=60	LAND DISTRICT 4 LAND LOT 69
Date: 2/19/2016	GMD 415, WALTON COUNTY, GA.
Revised:	Drawn By: B.R.W.
Job: 2 OF 2	Surveyor: JOHN ELWIN KNIGHT GA. R.L.S. 1945





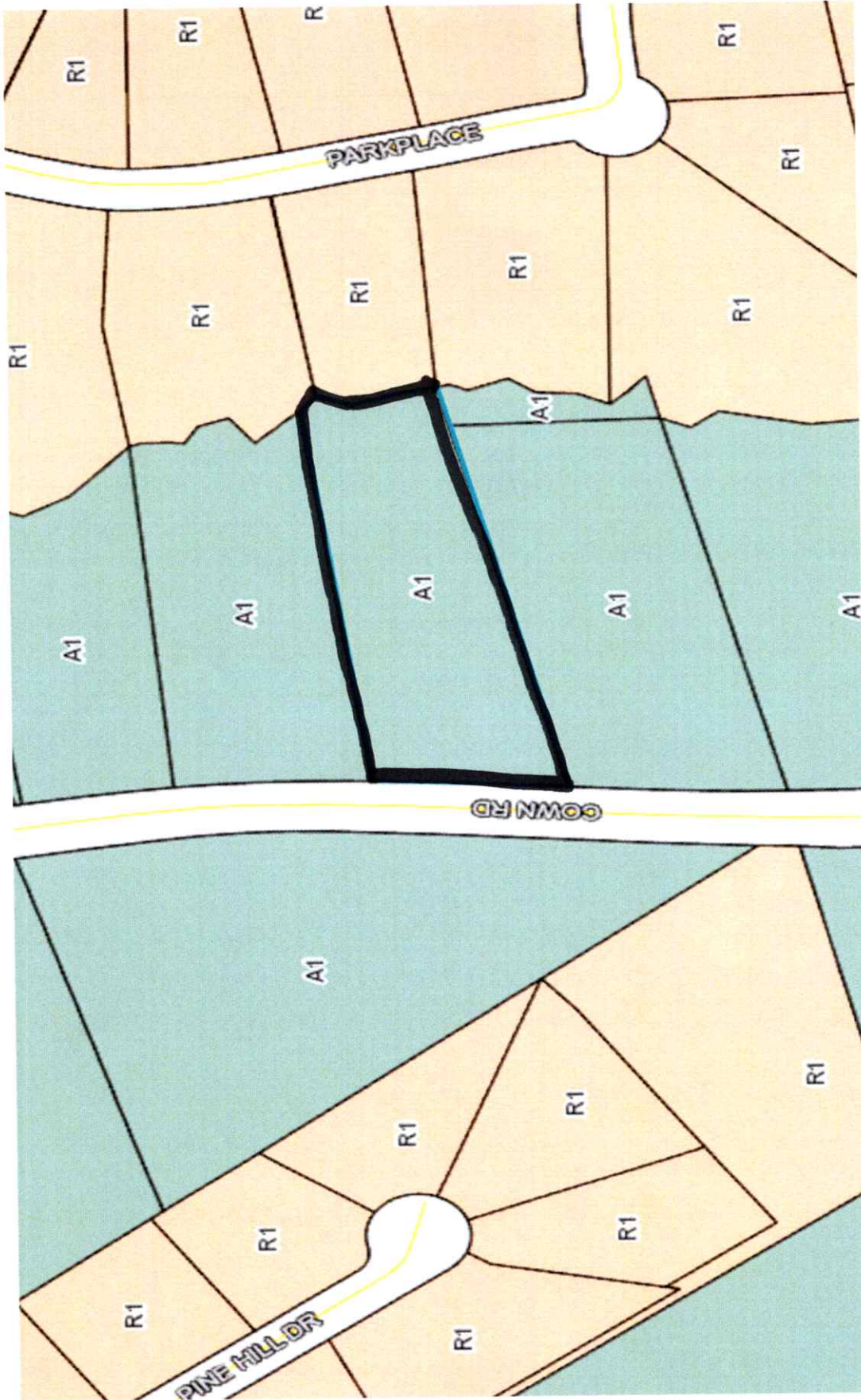
Z21090005 - 0 Cowan Road



Z21090005 - 0 Cowan Road



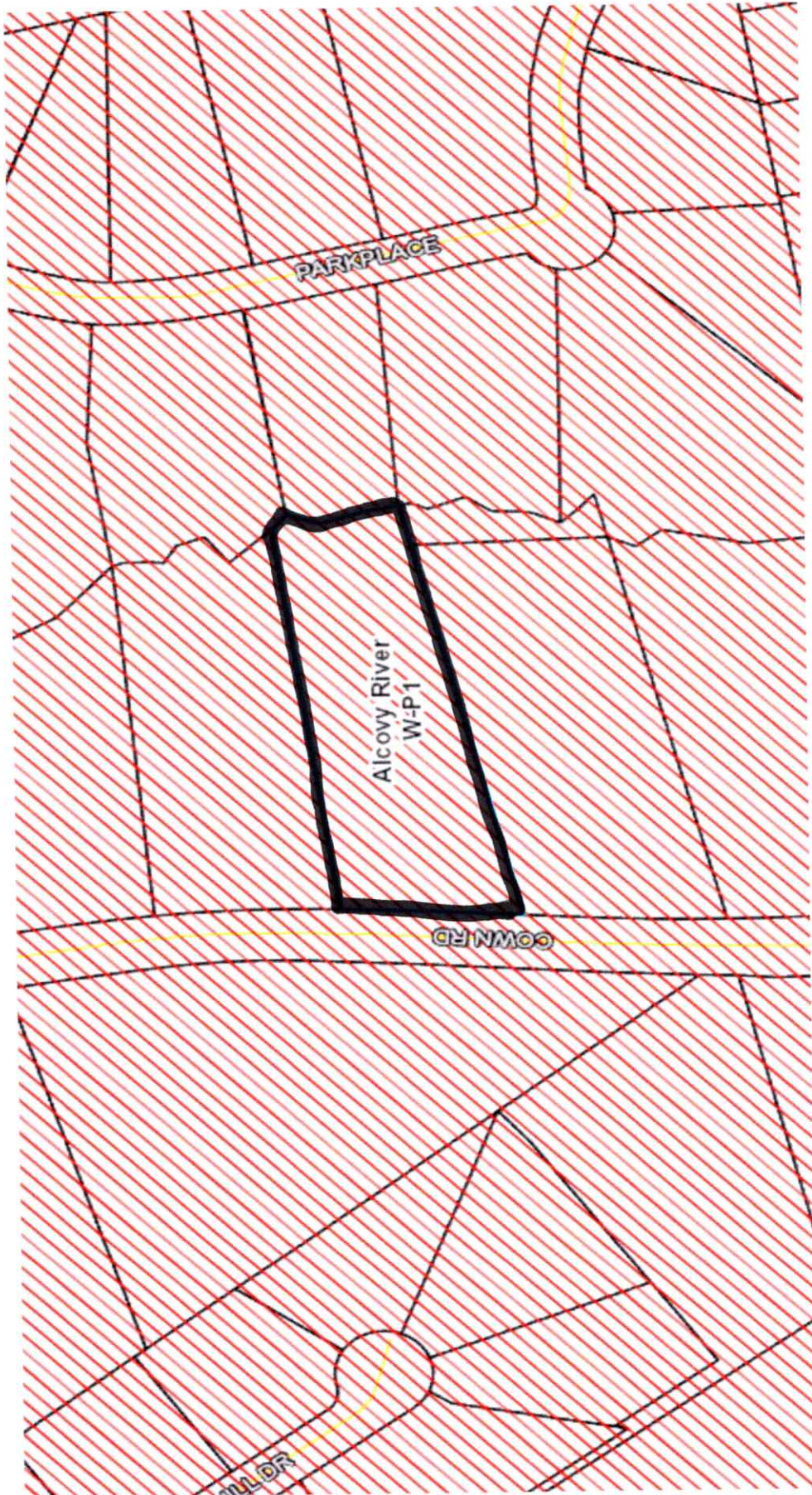




Z21090005 - 0 Cowan Road



Z21090005 - 0 Cowan Road





## Rezone Z21090010 Staff Analysis

Commission District: 2 - Banks

Planning Commission Hearing Date: 10-07-2021

Board of Commissioners Hearing Date: 11-02-2021

**Parcel ID: Map C0070048**

**Acreage: 1.79**

**Applicant/Owner:**

**Viorica Vernyika**

**5500 Highway 20**

**Loganville, Georgia 30052**

**Property Location: 5500 Highway 20/Pointer Road**

**Current Character Area: Highway Corridor**

**Current Zoning: R1**

**Request: Rezone 1.79 acres from R1 to B1 for a personal care home/residential care facility.**

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUB	P	M1	M2
623110	Nursing Care Facilities										P	P	P	P				
	Personal Care Home, Community 7+	Yes						P		P	P	P	P					
	Personal Care Home, Family 1-3	Yes		P	P	P	P	P	P	P	P	P	P					
	Personal Care Home, Group 4-6	Yes					P	P		P	P	P	P					

### Personal Care Home (2)

- A. This use shall comply with all applicable state and local laws, including but not limited to the following:

- 1. Department of Community Health rules and regulations;
  - 2. State and local construction codes;
  - 3. State and local health codes; and
  - 4. Walton County Occupation Tax Ordinance.
- B. When located in an agricultural or residential district, this use shall:
- 1. Maintain a residential appearance compatible with the neighborhood;
  - 2. Operate in a manner compatible with the neighborhood; and
  - 3. Not be detrimental to adjacent properties as a result of traffic, noise, light, refuse, parking or other activities. (6-2-15)

**Staff Comments/Concerns:**

**Site Analysis:** The 1.79 acre tract is located on 5500 Highway 20/Pointer Road. The surrounding properties are zoned R1, A1 and B2.

**Zoning History:**

A06020018	Rodney McCart	A-1 from temp to use	OC7-48 spl 5500 Georgia Highway 20	Approved
AZ06120004	Stillwater Communities	Alteration to Conditions	C07-48A Georgia Highway 20	Approved #7
Z06040003	Stillwater Comm.	A-1 to B-3, R-1 OSC Bus F Res Subd	C07-48 Georgia Highway 20	Approved Cond
Z06030002	Stillwater Comm.	A-1 to R-1 2 Res lots	C07-48 spl 5500 Georgia Highway 20	Approved

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

**Comments and Recommendations from various Agencies:**

**Public Works:**



**Sheriffs' Department:**

**Water Authority:**

**Fire Department:**

**Fire Code Specialist:**

**Board of Education:**

**Development Inspector:**

**DOT Comments:**

**Archaeological Information:**

Rezone Application # 221090010  
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-07-2021 at 6:00PM held at WC Board of Comm. Meeting Room  
Board of Comm Meeting Date 11-02-2021 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C 0070048

Applicant Name/Address/Phone # violica Vernyika  
Property Owner Name/Address/Phone violica Vernyika  
5500 Highway 20  
Ingramville GA 30052  
(If more than one owner, attach Exhibit "A")

E-mail address: \_\_\_\_\_ Phone # 503-502-1240

Location: 5500 Hwy 20 / Pointer Road Requested Zoning B-1 Acreage 1.79  
Existing Use of Property: residential

Existing Structures: yes  
The purpose of this rezone is Personal Care Home/Residential Care Facility.

Property is serviced by the following:  
Public Water: yes Provider: Walton County water department 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 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 7/28/21 Fee Paid \$ 450.00

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

Office Use Only:  
Existing Zoning R1 Surrounding Zoning: North B1 South B2  
East B2 West A1  
Comprehensive Land Use: Highway Corridor DRI Required? Y \_\_\_\_\_ N   
Commission District: 2-Banks Watershed: Big Haynes-Walton W-P1 TMP

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



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

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

1. Existing uses and zoning of nearby property;

Looks to me that all around  
the property is commercial

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

I don't believe that is going  
to be any impact on the  
property value

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

I will always try to promote  
health, safety and general welfare  
to the public.

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

I will be a senior care provider  
have been doing this for 24 years.

5. The suitability of the subject property for the zoned purposes; and  
will not change much from  
the actual purposes. The  
property will have a small  
addition to the present dwelling.

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  
Purchased the property in May  
2021, has been vacant till Sep.  
1<sup>st</sup> 2021. ~~But~~ For right now I don't  
have plans to have any development.

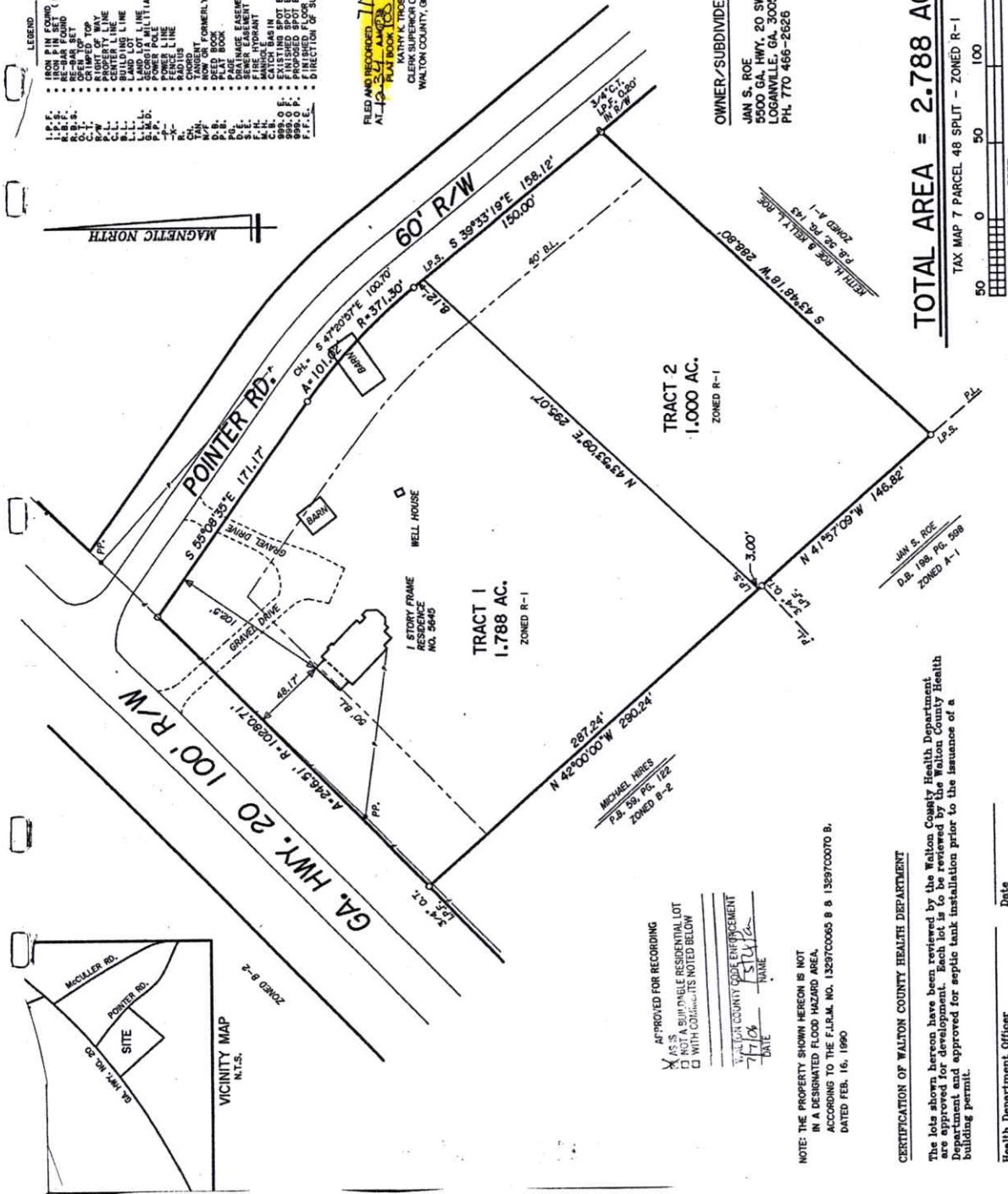
I, will like to open a personal care  
home and in time maybe build an  
addition.

Thank you!

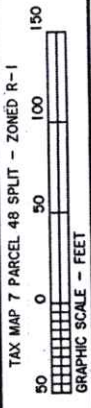


- LEGEND**
- IRON PIN SET (1/2" RE-BAR)
  - RE-BAR FOUND
  - CONCRETE
  - OPEN TOP
  - PROPERTY LINE
  - BUILDING LINE
  - LAND LOT LINE
  - GEORGIA MILITIA DISTRICT
  - POWER LINE
  - FENCE LINE
  - CHURCH
  - NOW OR FORMERLY
  - DEED BOOK
  - PADE
  - SHERIFF
  - SPIDER TEASERT
  - FIRE HYDRANT
  - CATCH BASIN
  - ELEVATION
  - PROPOSED SPOT ELEVATION
  - PROPOSED SPOT ELEVATION
  - DIRECTION OF SURFACE DRAINAGE

FILED AND RECORDED 7/11/06  
 AT 12:34 AM 2006 PAGE 1067  
 KATHY K. THROST  
 CLERK OF SUPERIOR COURT  
 WALTON COUNTY, GEORGIA



**TOTAL AREA = 2.788 ACRES**



**OWNER/SUBDIVIDER**  
 JAN S. ROE  
 5500 GA. HWY. 20 SW.  
 LOGANVILLE, GA. 30052  
 PH. 770 466-2626

SURVEY FOR: **JAN S. ROE**

LOT:	BLOCK:	S/D:	UNIT:	PHASE:
LAND LOT(S):	245		4 TH. DISTRICT	WALTON COUNTY, GEORGIA
SCALE:	1" = 50'		BUNCOMBE G.M.D. 417	DATE: 2/23/06



**VON ITTER & MCGEE, INC.**  
 2205 Highway 81 South  
 Loganville, Georgia 30052  
 770-966-9006

AND SURVEYORS & ENGINEERS



APPROVED FOR RECORDING  
 AS A SHIPPABLE RESIDENTIAL LOT  
 WITH CONDITIONS NOTED BELOW

WALTON COUNTY CODE ENFORCEMENT  
 NAME: STYLIA  
 DATE: 7/10/06

NOTE: THE PROPERTY SHOWN HEREON IS NOT  
 IN A DESIGNATED FLOOD HAZARD AREA.  
 ACCORDING TO THE F.L.R.M. NO. 1329700070 B.  
 DATED FEB. 16, 1990

**CERTIFICATION OF WALTON COUNTY HEALTH DEPARTMENT**  
 The lots shown hereon have been reviewed by the Walton County Health Department  
 and are approved for development. Each lot is to be reviewed by the Walton County Health  
 Department and approved for septic tank installation prior to the issuance of a  
 building permit.

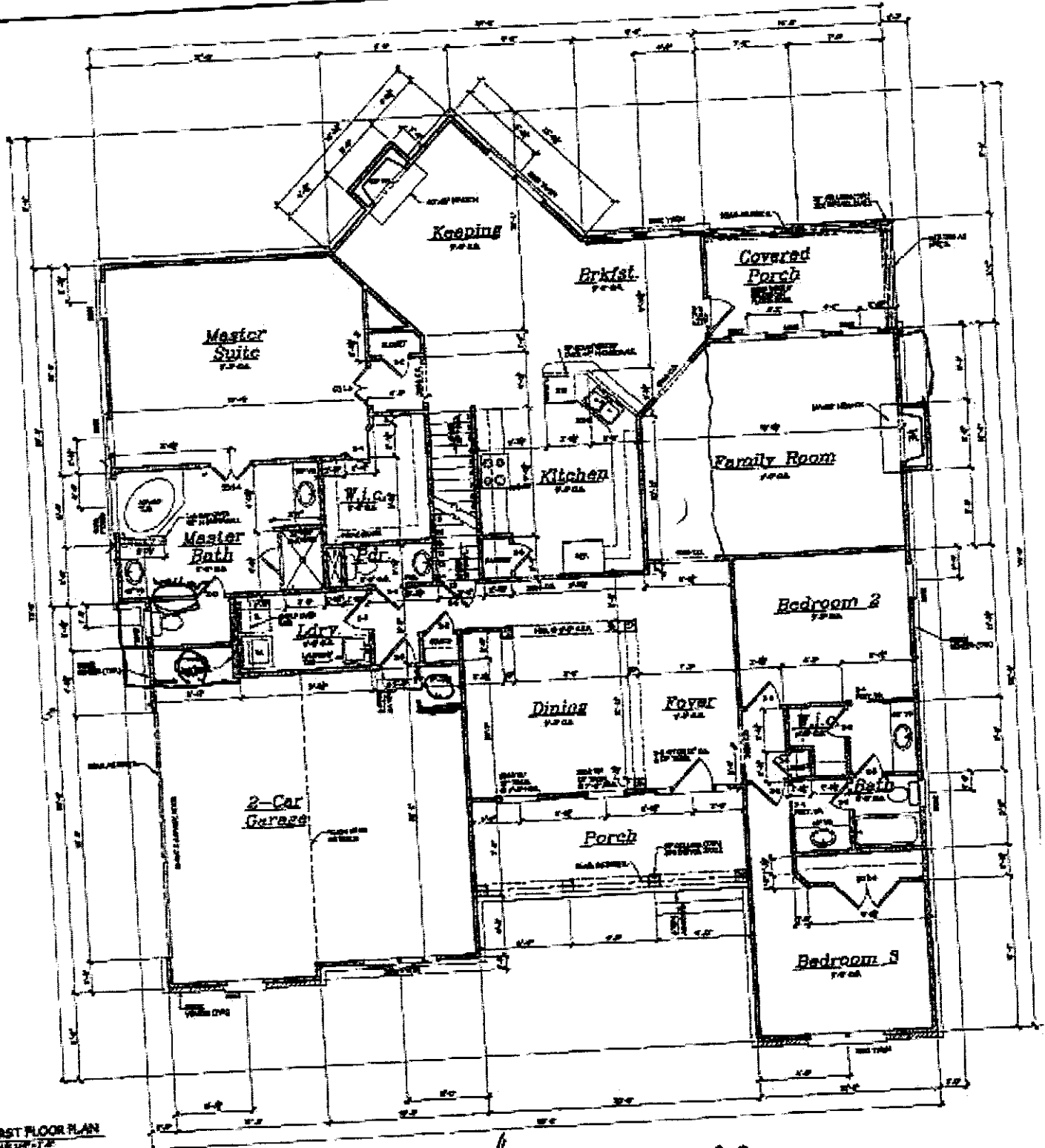
Health Department Officer \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATE OF APPROVAL FOR RECORDING**

I hereby certify that the subdivision plat shown hereon has been  
 found to comply with the Land Development Ordinance of Walton  
 County, Georgia, and that it is hereby approved for recording in  
 the office of the Clerk of Superior Court of Walton County, Georgia.

Director, Walton County Planning & Development \_\_\_\_\_ Date \_\_\_\_\_

WALTON C



FIRST FLOOR PLAN  
3045 1/4" x 7'-0"

5500 Highway 20  
Loganville GA 30052

September 9th, 2021

Letter of Intent; 5500 Highway 20 Loganville GA 30052

Dear Zoning Committee Members.

My name is Viorica Vernyika, the property owner of; 5500 Highway 20 Loganville GA 30052, map/parcel # C0070048.

I want to request a change of zoning for this propriety from R-1 to a B-1.

The existing property is a residential dwelling, and I would like to have the opportunity to convert the property into a Personal Care Home community. I have been in Senior Care for over 24 years. I believe my business has had a beneficial impact on the community, and I hope to continue to bring advantages to the community. I always do my best to bring good value to the community. I am hoping to generate a positive impact on the area with my business.

Thank you for your time and attention.

Sincerely





Z21090010 – 5500 Hwy 20

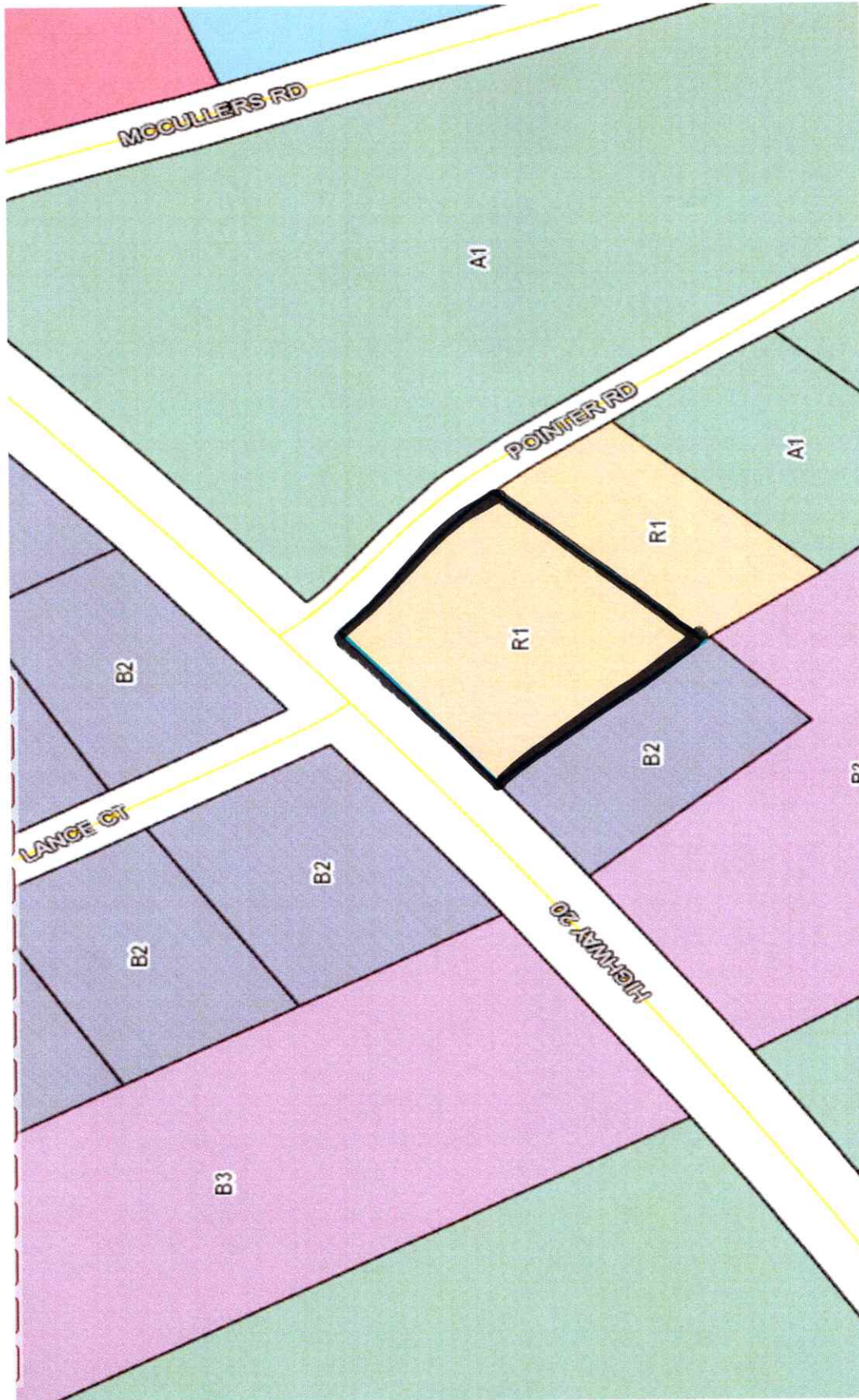


Z21090010 – 5500 Hwy 20



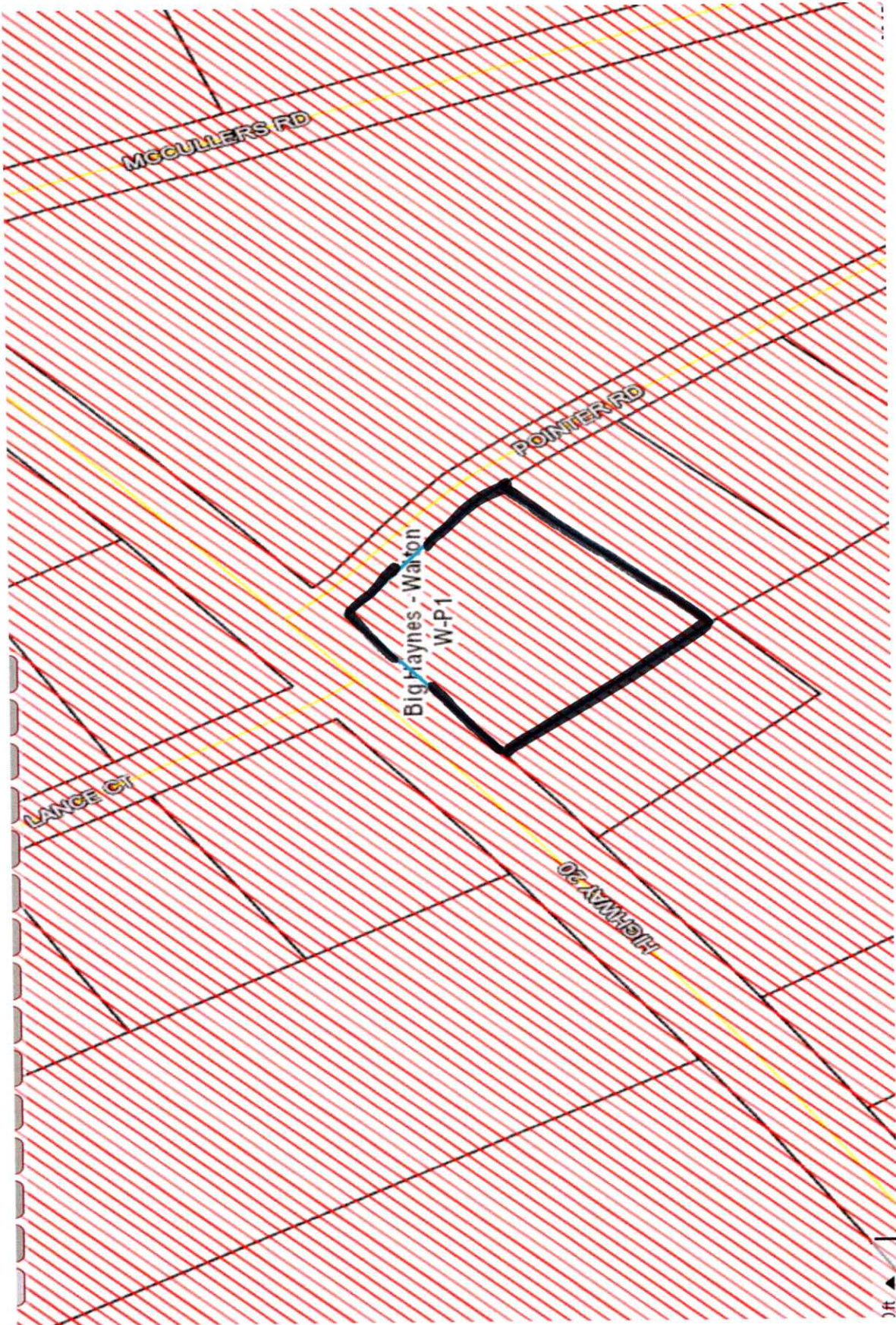


Z21090010 – 5500 Hwy 20





Z21090010 – 5500 Hwy 20





October 5, 2021

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, October 5, 2021 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, Human Resources Director Melissia Rusk and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

**PRESENTATIONS**

Chairman Thompson recognized Public Information Officer Patrice Broughton for her volunteer work with the 2021 back2school Book Bag Giveaway sponsored by the Shepherd’s House.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:02 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

**ADOPTION OF AGENDA**

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

**PLANNING COMMISSION RECOMMENDATIONS**

Approval of CU21080003 with Conditions – Conditional Use for outside storage & waive 8 ft. fence requirement - Applicant: Jeff Henson/Owner: Lock-n-Roll Storage LLC - Property located at 1801 Highway 78/Map/Parcel C0750128A00 - District 1

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

***Motion:** Commissioner Warren made a motion to accept the Planning Commission recommendation to approve the conditional use waiving the 8 ft. fence and keeping the 6 ft. fence already in place, limiting outside storage to operable vehicles, boats and RV’s and trailers. Commissioner Banks seconded the motion; voted and carried unanimously.*

Approval of Z21070021 - Rezone 1.00 acre from A1 to R1 to create a buildable lot with an existing house and a variance to reduce frontage on remaining 4.62 acres from required 150’ to 31.51’ to create a buildable lot with an existing house - Applicant/Owner: Edward Harry Overcash, Jr. - Property located at 3765/3755 Grady Smith Rd/Map/Parcel C0420045 - District 1



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

***Motion:** Commissioner Warren made a motion to approve the rezone and variance per the Planning Commission recommendation. Commissioner Shelnett seconded the motion. All voted in favor.*

**PLANNING & DEVELOPMENT**

Acceptance of Right of Way - Jones Woods Lane/Indian Creek Road

***Motion:** Commissioner Bradford made a motion to accept the right of way on Jones Woods Lane/Indian Creek Road. Commissioner Dixon seconded the motion; voted and carried unanimously.*

**ADMINISTRATIVE CONSENT AGENDA**

- 1. Approval of September 7, 2021 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Declaration of Surplus Property
- 4. Acceptance of Forfeited Vehicle
- 5. 2022 Payroll Calendar
- 6. VOCA Grant - District Attorney's Office
- 7. VOCA Grant - Victim Compensation Advocate - District Attorney's Office
- 8. Agreement - Certified Payments - EMS Credit Card Processing
- 9. Clinical Agreement - UGA School of Pharmacy - Employee Flu Shots

***Motion:** Commissioner Dixon made a motion, seconded by Commissioner Shelnett to approve the Administrative Consent Agenda subject to review of the Certified Payments Agreement by the County Attorney. All voted in favor.*

**FINANCE**

Finance Director Milton Cronheim presented the following Resolution.

Resolution - FY22 Budget Amendment

***Motion:** Commissioner Banks made a motion, seconded by Commissioner Adams to adopt the Resolution for FY22 Budget Amendments; voted and carried unanimously.*

**RESOLUTION**

Resolution - Northeast Georgia Regional Solid Waste Management Plan

Kenny Sargent, Director of Keep Walton Beautiful presented a Resolution for the Northeast Georgia Regional Solid Waste Management Plan.

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

## HUMAN RESOURCES

### Condrey & Associates - Job Classification and Compensation Plan Update

Chairman Thompson presented an updated Job Classification and Compensation Plan Update with an amendment. Chairman Thompson explained that the cost would be 2.8 million but could be accomplished without an increase in milage rate. The new plan and amendment would put the pay scale inline and slightly above other competitors in the area which is needed due to losing many employees.

**Motion:** *Chairman Thompson made a motion to approve Plan A of the Job Classification and Compensation Plan Update along with the amendment and to implement the plan beginning November 8, 2021. Commissioner Bradford seconded the motion. Chairman Thompson, Commissioners Banks, Shelnut, Bradford, Adams and Dixon voted in favor of the motion. Commissioner Warren opposed the motion. The motion passed 6-1.*

## CONTRACTS

### Mutual Termination of Real Estate Contract

**Motion:** *Commissioner Dixon made a motion to nullify the real estate contract with East Church Street Property, LLC. Commissioner Bradford seconded the motion; voted and carried unanimously.*

## WATER DEPARTMENT

### Walton Co. Water Department - Request for Rate Increase

Morris Jordan, Director of the Walton Co. Water Department presented the Board with a request for a rate increase for water and meter sales. He explained that water retail rates had not increased since 2017 and the last rate for meter/connection fees was over 15 years ago. The increases is needed to meet current and future water demand. The base monthly retail water rate would increase \$15.25 per month and go into effect beginning the first billing cycle of November. The cost for a meter/connection fee would be as follows: ¾" - \$2,950.00, 1" - \$3950.00, 1.5" - \$7,500.00, 2" - \$10,500.00, 3" - \$20,500.00, 4" - \$30,500.00, and 6" - \$40,500.00. The new meter/connection fees would go into effect October 6, 2021.

**Motion:** *Chairman Thompson made a motion to approve the increase of \$15.25 per month, per meter beginning in November, 2021. Commissioner Shelnut seconded the motion. Chairman*



*Thompson, Commissioners Warren, Banks, Shelnutt, Adams and Dixon approved the motion. Commissioner Bradford opposed the motion. The motion carried 6-1.*

**Motion:** *Chairman Thompson made a motion to approve the meter sales increase as stated to be effective immediately. Commissioner Banks seconded the motion. All voted in favor.*

**ACCEPTANCE OF BIDS/PROPOSALS**

Acceptance of Proposal – Metal Building and Modification at Public Works

**Motion:** *Chairman Thompson made a motion to accept the proposal from Drummond Construction in the amount of \$128,400.00 for a parts building and modification of existing building at Public Works. Commissioner Bradford seconded the motion; voted and carried unanimously.*

**APPOINTMENTS**

Appointments – Walton Industrial Building Authority

**Motion:** *Chairman Thompson made a motion to appoint Gene Benton and Gary Hobbs to the Walton Industrial Building Authority. Commissioner Adams seconded the motion and all voted in favor.*

**PROCLAMATION**

Proclamation - Dysautonomia Awareness Month.

Proclamation - Red Ribbon Week - October 23<sup>rd</sup> through October 31<sup>st</sup>

**Motion:** *Commissioner Adams made a motion to proclaim October as Dysautonomia Awareness Month and to proclaim October 23<sup>rd</sup> – October 31<sup>st</sup> as Red Ribbon Week. Commissioner Warren seconded the motion; voted and carried unanimously.*

**DISCUSSION**

Decision/Discussion – Proposal for Professional Project Management – Public Safety Complex

Chairman Thompson presented a proposal from CPS for program management of the Public Safety Complex. The firm will take the project from ground up for less than 2% of the cost of the project.

**Motion:** *Chairman Thompson made a motion recommending acceptance of the proposal from CPS subject to County Attorney approval of the contract. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnutt and Adams voted in favor of the motion. Commissioners Dixon and Bradford abstained. The motion carried 5-2.*

Discussion/Decision - Professional Project Management for remaining SPLOST projects

Chairman Thompson discussed having another program management firm to manage the remaining SPLOST projects. After some discussion, Chairman Thompson stated he would negotiate with the firm and bring before the Board at a future meeting.

**EXECUTIVE SESSION**

***Motion:** At 6:46 p.m., Commissioner Banks made a motion, seconded by Commissioner Adams to enter into Executive Session to discuss pending litigation. All voted in favor.*

***Motion:** At 7:00 p.m., Commissioner Adams made a motion, seconded by Commissioner Warren to re-enter the regular session. All voted in favor. There were no votes taken in Executive Session.*

**ADDITION**

*Motion: Commissioner Adams made a motion to approve \$27,580.78 in disputed change orders on the Splash Park Project and authorize the Chairman to execute an appropriate settlement agreement to close out the project. Commissioner Warren seconded the motion. All voted in favor.*

**ADJOURNMENT**

***Motion:** Commissioner Bradford made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:01 p.m.*

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

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DAVID G. THOMPSON, CHAIRMAN

---

RHONDA HAWK, COUNTY CLERK



Department	Fund	Description	Payee	Amount	
<b>Budget Year FY 22</b>					
<b>Various</b>					
	<b>Various</b>	Replenish Funds In Worker's Comp Trust - <b>For the Record</b>	Walton Co. Workers Comp Trust Fund	<b>\$23,048.00</b>	
	<b>100</b>	Replenish Funds in Health Benefits Trust - <b>For the Record</b>	Walton County Health Benefits Trust	<b>\$500,000.00</b>	
	<b>Various</b>	Walton County Defined Benefit Plan Contribution for FY21	ACCG Pension Trust	<b>\$2,625,165.00</b>	
	<b>100</b>	Postage	Postmaster	<b>\$25,000.00</b>	
	<b>100</b>	LVAP Per OCGA 15-21-132 - August 2021 - <b>For the Record</b>	Local Victims Assistance Fund	<b>\$9,199.42</b>	
	<b>250</b>	Newton's Part of Salary on DA's Grant for the Month of April-June 2021- <b>For the Record</b>	Newton County BOC	<b>\$7,869.88</b>	
<b>Board of Commissioners</b>					
	1110	100	Lobbying Services	Holland & Knight LLP	<b>\$5,943.00</b>
<b>Elections</b>					
	1401	100	Temp Payroll for Early Voting	Chase Staffing	<b>\$21,795.72</b>
<b>Law</b>					
	1530	100	General Legal Fees - September 2021- <b>For the Record</b>	Atkinson/Ferguson	<b>\$27,317.38</b>
<b>Data Processing/MIS</b>					
	1535	100	Quickbooks Enterprise Diamond Yearly Subscription	Jeremy Craig Consulting LLC	<b>\$11,123.03</b>
<b>GIS</b>					
	1537	100	Parcel maintenance - September 2021/General GIS Consulting - September 2021	GIS1, LLC	<b>\$5,777.50</b>
<b>Risk Management</b>					
	1555	100	Claim #22-11; S.O. Hess-Gaston; Payment for initial repairs	ACCG-IRMA	<b>\$10,000.00</b>
<b>Gen Gov Buildings</b>					
	1565	100	Gov Building 1st Floor Security Glass	Garmon GlassCrafters	<b>\$6,589.00</b>
<b>Probate Court</b>					
	2450	100	Live Scan Charges - October 2021	Georgia Bureau of Investigation	<b>\$6,617.25</b>
<b>Juvenile Court</b>					
	2600	100	Indigent Defense	Piner and Maffit	<b>\$5,943.00</b>
<b>Jail</b>					
	3325	100	Inmate Medical - December 2021	Correct Health	<b>\$101,175.81</b>
		100	Inmate Meals - September 2021	Kimble's Food By Design, Inc.	<b>\$55,619.65</b>
		100	Monitoring and Activation Fees - September 2021	Joe Ray Bonding	<b>\$12,199.00</b>
		100	Repairing the Chiller	Trane	<b>\$5,275.81</b>
<b>Fire Fighting</b>					
	3520	270	Fire Equipment, Hose	Georgia Fire & Rescue Supply	<b>\$11,760.00</b>
		270	Rental Bunker Gear (11)	Nafeco, Inc	<b>\$9,108.00</b>
		270	Hazmat PS, Gloves (4)	Divers Supply	<b>\$9,379.92</b>
<b>EMS</b>					
	3610	531	Ambulance Billing - September 2021	Emergency Billing, LLC	<b>\$15,682.35</b>

<b>Animal Control</b>	3910	100	2022 Ford Explorer Marked Patrol	Dana Safety Supply, Inc	\$50,126.00
<b>Public Works</b>		100	84" x 20' 12 Gauge Pipes and Bands	Cherokee Culvert Company, Inc	\$25,519.20
		100	42" HP Pipe	Advanced Drainage Systems, Inc	\$5,091.60
		100	18 in Aluminized Type 2 Pipe and Bands	Cherokee Culvert Company, Inc	\$9,384.90
		100	Kentucky Fescue Grass Seed, Fertilizer, Rye Seed	Delta Landscape Supply of GA Inc	\$7,911.00
<b>Roadways &amp; Walkways</b>	4220	100	Comp Trans. Plan	Atlas Technical Consultants, Inc.	\$26,432.11
	4270	100	Sign Post Material	Vulcan	\$13,933.00
<b>Hard Labor Creek</b>	4405	508	Professional Services thru September 30, 2021 - For the Record	Precision Planning, Inc	\$4,432.12
		508	For Services Rendered - HLC - For the Record	Gilbert, Harrell, Sumerford & Martin PC	\$5,000.00
<b>Water</b>	4446	507	Blanket for Meters	Delta Municipal Supply	\$25,000.00
		507	Gas/Diesel	Stephens Oil	\$6,106.50
		507	Water and Sewer used from Monroe - September 2021	City of Monroe Combined Utilities	\$32,014.58
		507	Water purchased from Oconee County - September 2021	Oconee County Water Resources	\$9,793.55
		507	Water purchased and Tested - Newton County	Cornish Creek Water Fund	\$239,491.00
		507	General Engineering/SPLOST	Precision Planning	\$5,207.71
		507	Outsourcing and Postage for Bills	Arista Information Systems, Inc.	\$8,712.62
		507	Tank & Well Services	Utility Service Co, Inc.	\$10,303.23
		507	Supplies for Servicing Line Repairs and Meter Installs	Consolidated Pipe & Supply Co, Inc	\$28,360.20
		507	Supplies for Servicing Line Repairs and Meter Installs	Delta Municipal Supply	\$56,509.95
<b>Solid Waste</b>	4530	540	Tipping Fees - September 2021	City of Monroe Public Works	\$17,156.17
<b>Recreation Programs</b>	6130	100	Baseballs and Softballs	TSC Team Sports	\$23,729.80
<b>Tax Assessor - 2019 SPLOST</b>	1552	323	Capitol and Interest E911 Lease	Motorola Solutions Credit	\$1,098,250.00
<b>American Rescue (ARP)</b>	4446.21	257	Cares Act Funds-Water Transmission Main - Phase I	Precision Planning, Inc	\$16,806.50
<b>Parks &amp; Rec SPLOST 2013</b>	6220.13	322	Pickleball Court Concrete	Atlanta's Best Concrete, Inc	\$42,426.50
		322	Pickleball Court Fencing	James D. Johnston	\$26,246.00
					\$5,263,106.46

# WALTON ELECTRIC MEMBERSHIP CORPORATION

## RIGHT-OF-WAY EASEMENT

GEORGIA,  
Walton COUNTY: Parcel ID C06101230DP

KNOW ALL MEN BY THESE PRESENTS, that I (we) the undersigned, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do (es) hereby grant unto Walton Electric Membership Corporation, a corporation (hereinafter call the "Corporation"), whose Post Office address is P. O. Box 260, Monroe, Georgia, 30655, and to its successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of Walton, State of Georgia, and more particularly described as follows:

All that certain tract or parcel of land situate, lying and being in the County of Walton, State of Georgia, containing 53 acres, more or less, located 6 miles in a Westerly direction from the Town of Monroe, and being bounded now or formerly as follows;

- On the North by Walton County \_\_\_\_\_;
- On the East by Luke & Ed Garrett \_\_\_\_\_;
- On the South by ; Luke & Ed Garrett \_\_\_\_\_;
- On the West by Town of Between \_\_\_\_\_;

together with the right to construct, reconstruct, operate and maintain continuously upon and under said lands and adjoining roads, said lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees, shrubbery and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said lands by or for said Company shall remain the property of the owner of said timber.

The undersigned agree(s) that all poles, wires and other facilities, including all electrical distribution equipment, installed on the above described premises at the Corporation's expense shall remain the property of the Corporation removable at the option of the Corporation at any time without notice to the undersigned.

The Corporation shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

**TO SERVE :**

IN WITNESS WHEREOF, the undersigned has (have) set his (their) hand (s) and seal (s) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature) (L.S.)

\_\_\_\_\_  
(L.S.)

Signed, Sealed and Delivered  
In the presence of:

\_\_\_\_\_  
(Print Name)

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

(If Corporation, please affix corporate seal)

\_\_\_\_\_  
Notary Public,  
County, Georgia \_\_\_\_\_

W. O. # \_\_\_\_\_  
AREA \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# WALTON ELECTRIC MEMBERSHIP CORPORATION

## RIGHT-OF-WAY EASEMENT

GEORGIA,  
Walton COUNTY: Parcel ID C06101230DP

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- On the East by Luke & Ed Garrett \_\_\_\_\_;
- On the South by ; Luke & Ed Garrett \_\_\_\_\_;
- On the West by Town of Between \_\_\_\_\_;

together with the right to construct, reconstruct, operate and maintain continuously upon and under said lands and adjoining roads, said lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees, shrubbery and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said lands by or for said Corporation shall remain the property of the owner of said timber.

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\_\_\_\_\_  
(Signature) (L.S.)

\_\_\_\_\_  
(L.S.)

Signed, Sealed and Delivered  
In the presence of:

\_\_\_\_\_  
(Print Name)

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

(If Corporation, please affix corporate seal)

\_\_\_\_\_  
Notary Public,  
County, Georgia \_\_\_\_\_

W. O. # \_\_\_\_\_  
AREA \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# WALTON ELECTRIC MEMBERSHIP CORPORATION

## RIGHT-OF-WAY EASEMENT

GEORGIA,  
Walton COUNTY: Parcel ID C06101230DP

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On the North by Walton County;

On the East by Luke & Ed Garrett;

On the South by ; Luke & Ed Garrett;

On the West by Town of Between;

together with the right to construct, reconstruct, operate and maintain continuously upon and under said lands and adjoining roads, said lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees, shrubbery and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said lands by or for said Company shall remain the property of the owner of said timber.

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\_\_\_\_\_  
(Signature) (L.S.)

\_\_\_\_\_  
(L.S.)

Signed, Sealed and Delivered  
In the presence of:

\_\_\_\_\_  
(Print Name)

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

(If Corporation, please affix corporate seal)

\_\_\_\_\_  
Notary Public,  
County, Georgia \_\_\_\_\_

W. O. # \_\_\_\_\_  
AREA \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

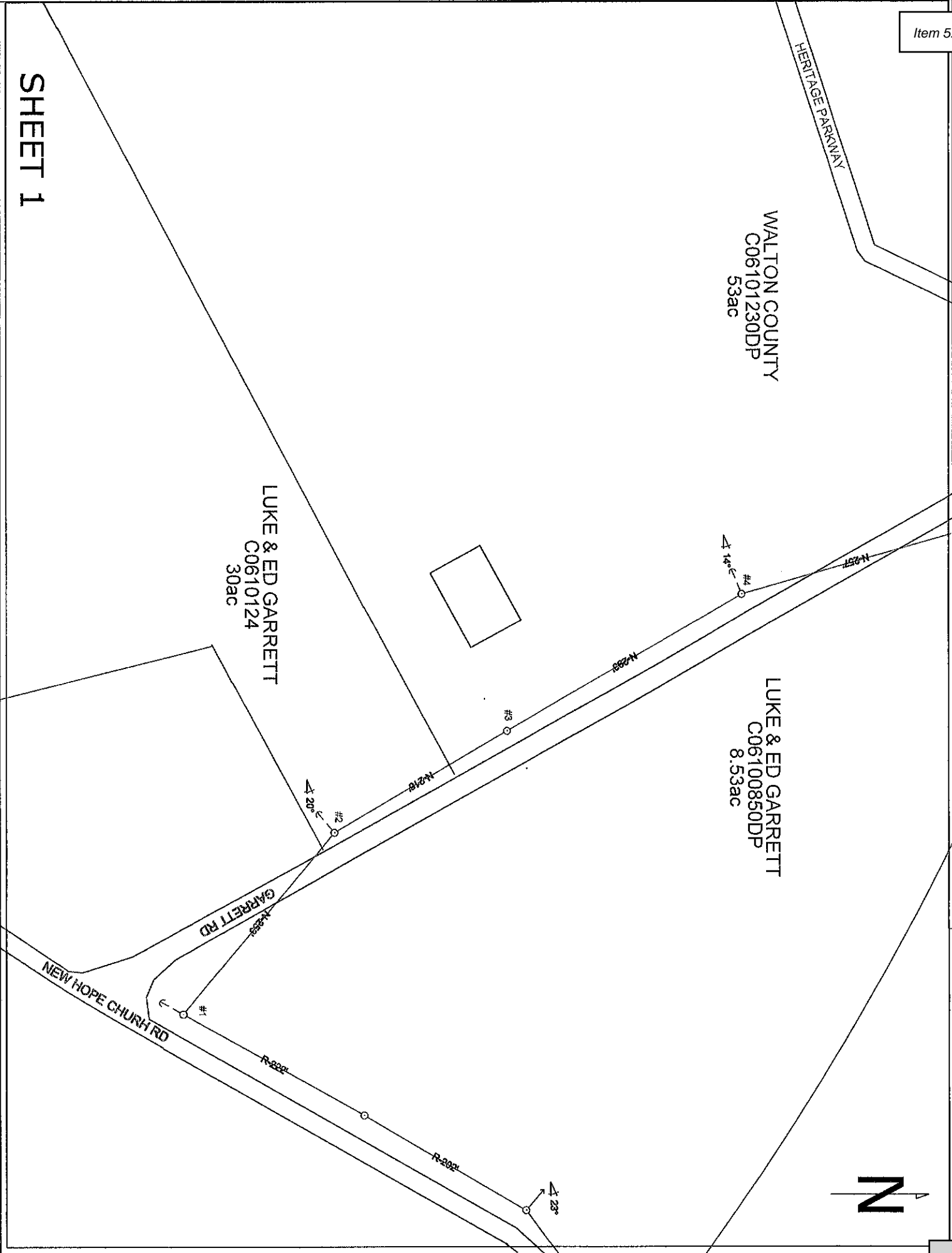
SHEET 1

HERITAGE PARKWAY

WALTON COUNTY  
C06101230DP  
53ac

LUKE & ED GARRETT  
C0610124  
30ac

LUKE & ED GARRETT  
C06100850DP  
8.53ac

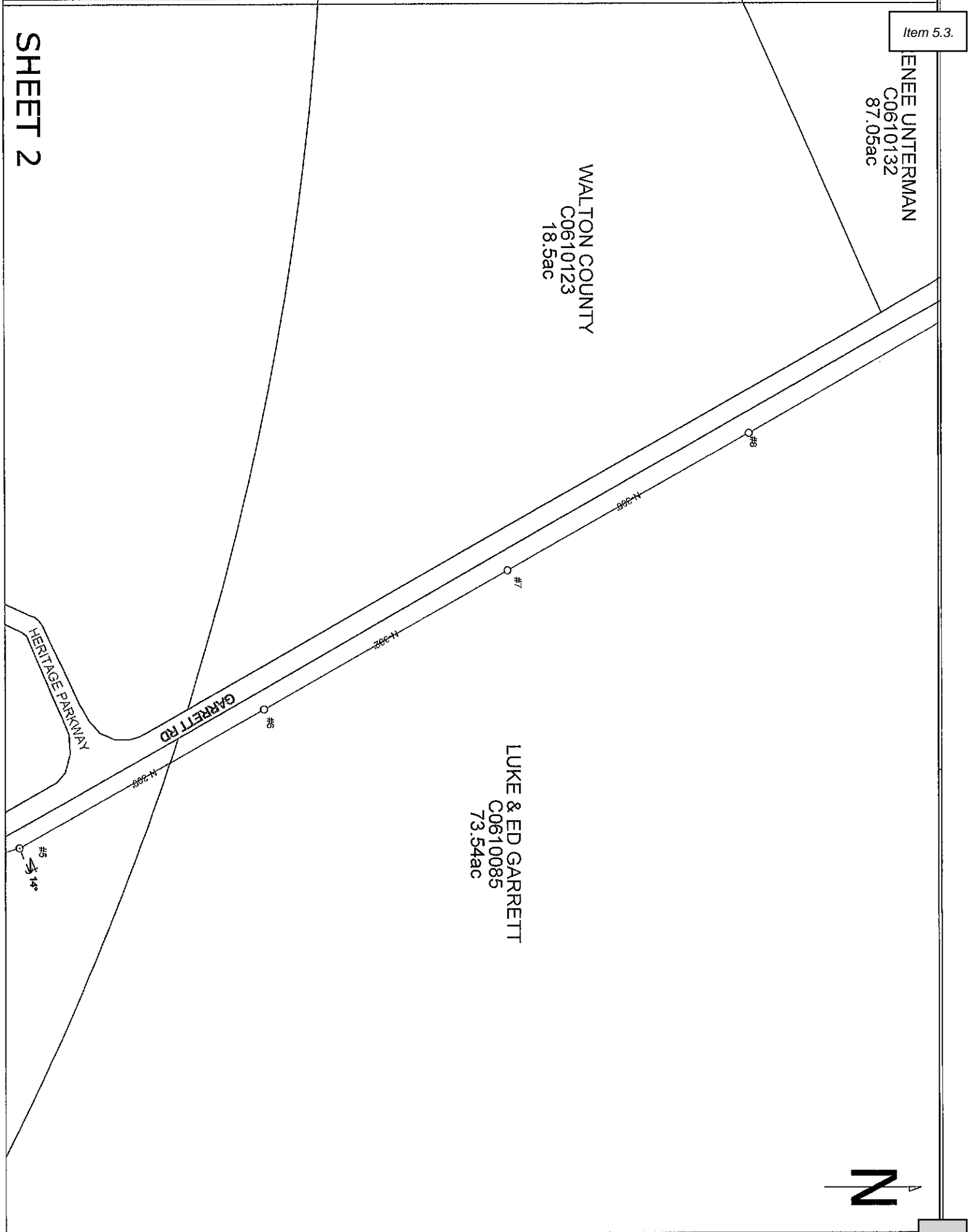




ENE E UNTERMAN  
C0610132  
87.05ac

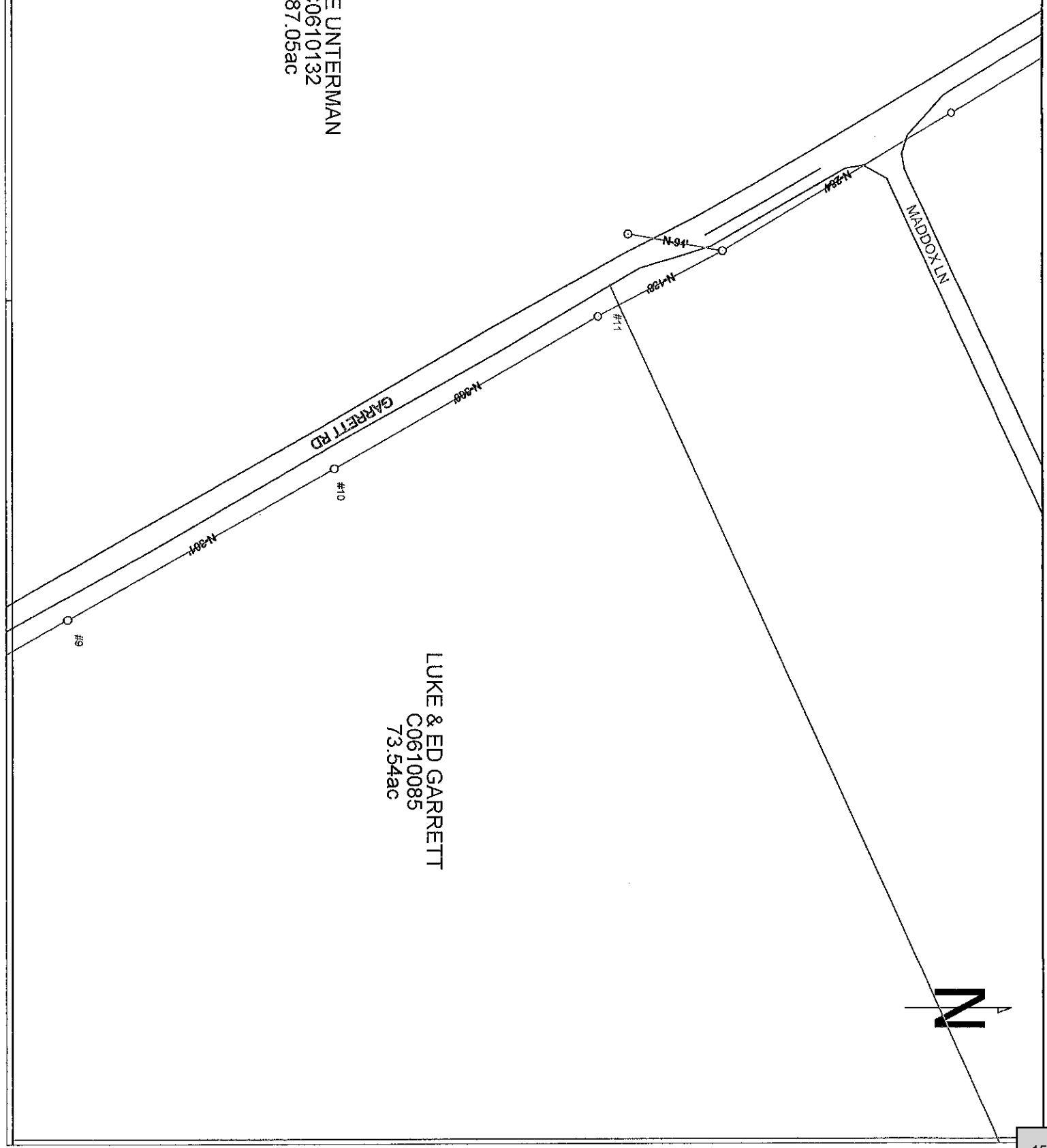
WALTON COUNTY  
C0610123  
18.5ac

LUKE & ED GARRETT  
C0610085  
73.54ac



RENEE UNTERMAN  
C0610132  
87.05ac

LUKE & ED GARRETT  
C0610085  
73.54ac



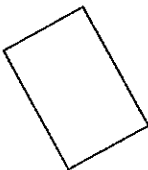
SHEET 1

HERITAGE PARKWAY

WALTON COUNTY  
C06101230DP  
53ac

LUKE & ED GARRETT  
C0610124  
30ac

LUKE & ED GARRETT  
C06100850DP  
8.53ac



#1  
145°

N-257°

N-228°

#3

N-218°

#2  
207°

GARRETT RD  
N-258°

#4

NEW HOPE CHURCH RD

R-222°

R-202°

#5  
23°





ENEI UNTERMAN  
C0610132  
87.05ac

WALTON COUNTY  
C0610123  
18.5ac

LUKE & ED GARRETT  
C0610085  
73.54ac

GARRETT RD

HERITAGE PARKWAY

#8

#7

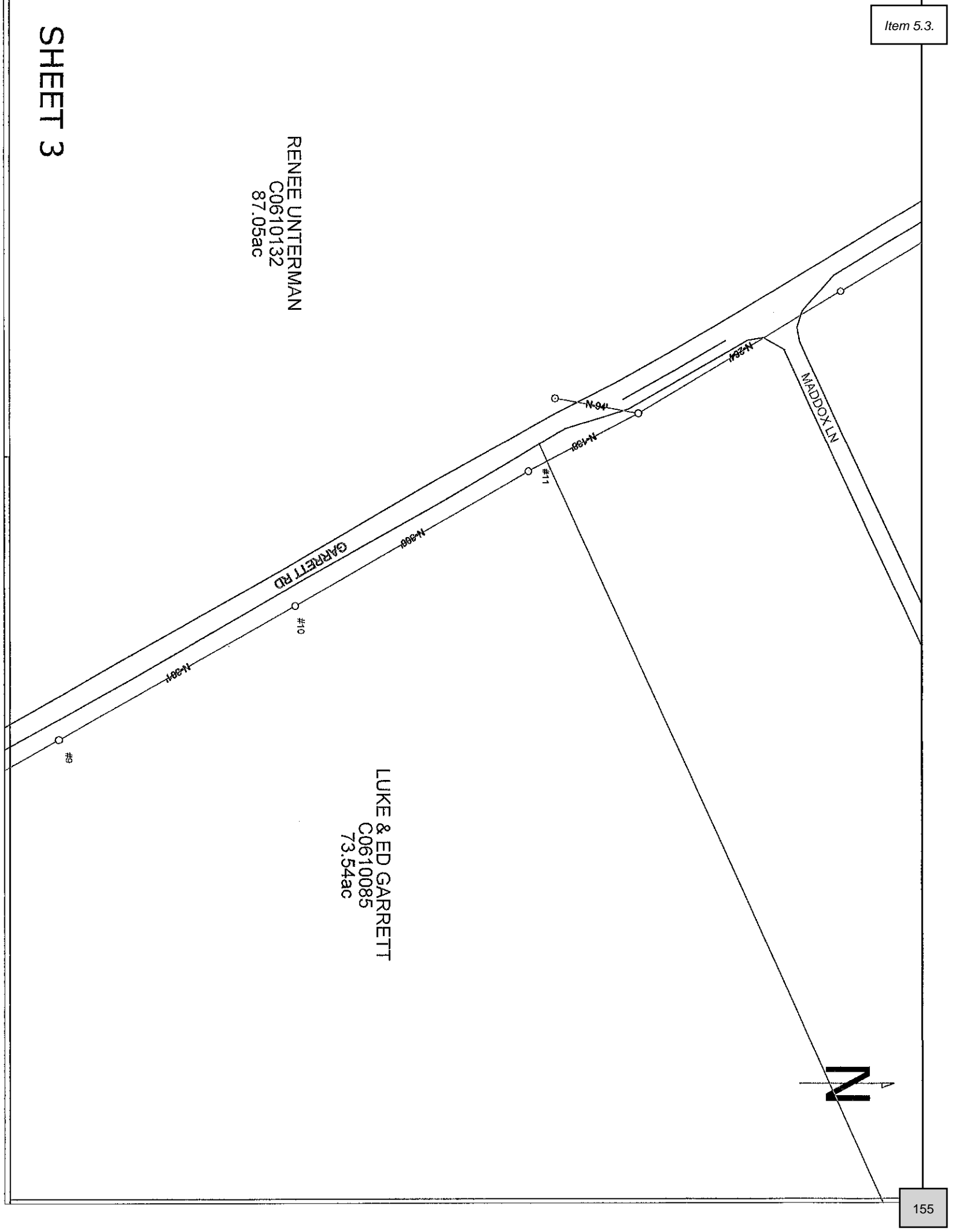
#6

#5  
14°



RENEE UNTERMAN  
C0610132  
87.05ac

LUKE & ED GARRETT  
C0610085  
73.54ac



**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2022  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT INFORMATION**

Date of Application: October 20, 2021

Name of local government: Walton County Board Commissioners

Address: Historic Courthouse, 111 South Broad Street, Monroe, GA 30655

Contact Person and Title: David Thompson, Commission Chairman

Contact Person's Phone Number: 770-267-1301

Contact Person's Fax Number: 770-267-1400

Contact Person's Email: davidg.thompson@co.walton.ga.us

Is the Priority List attached?

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, David Thompson (Name), the Commission Chairman (Title), on behalf of Walton County B.O.C (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.



**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2022**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government: 47785  
E-Verify Number

\_\_\_\_\_(Signature)

Sworn to and subscribed before me,

Chairman David Thompson (Print)

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor / Commission Chairperson  
October 20, 2021

(Date)

In the presence of:

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

\_\_\_\_\_  
My Commission Expires:

NOTARY SEAL:

**FOR GDOT USE ONLY**

The local government's Application is hereby granted and the amount allocated to the local government is \_\_\_\_\_. Such allocation must be spent on any or all of those projects listed in the Project List.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
GDOT Office of Local Grants

2022

**LMIG PROJECT REPORT**  
Walton County

COUNTY / CITY \_\_\_\_\_

ROAD NAME	BEGINNING	ENDING	LENGTH	DISTRICT	PROJECT COST	PROJ
Gratis Road	Monroe City Limits	Ike Stone Road	(Miles)	Work	\$319,500.00	May-Sept 2022
Ammons Bridge Road	Michael Etchison	Monroe City Limits	0.93	resurface, striping, & RPM	\$139,500.00	May-Sept 2022
North Cross Lane Road	Bold Springs Rd	Pavement End	1.818	Milling, deep patch, level, resurface, striping, & RPM	\$273,000.00	May-Sept 2022
Hightower Trail	GA HWY 81	Newton County Line	0.82	Milling, deep patch, level, resurface, striping, & RPM	\$123,000.00	May-Sept 2022
Sandy Creek Rd	Miller Bottom Rd	Centerhill Ch. Rd	1.09	Milling, deep patch, level, resurface, striping, & RPM	\$163,000.00	May-Sept 2022
Azelea Drive	Rosewood Way	Rosewood Way	0.90	Milling, deep patch, level, resurface, striping, & RPM	\$135,000.00	May-Sept 2022
Sandy Creek Ct	Sandy Creek Rd	Cul-de-sac	0.20	Milling, deep patch, level, resurface, striping, & RPM	\$ 32,000.00	May-Sept 2022
Paddock Road	Social Circle Jersey Road	Cul-de-sac	0.90	Milling, deep patch, level, resurface, striping, & RPM	\$180,000.00	May-Sept 2022

\*\*Milling & Deep Patching (3000 tons) for SPLOST Funded Road Projects - Various County Roads - \$450,000 - May-Sept 2022

## GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
  - a. Overview of type of project(s) being requested
  - b. Status of previous LMIG funding
  - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
  - a. Signature of Mayor or County Commission Chairperson
  - b. County/City Seal
  - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.



2022 Local Maintenance and Improvement Grant (LMIG) Program Priority List

20-Oct-21

Project	Description	Length (miles)	Schedule	Estimated Costs
<i>2022 Patching and Resurfacing Program</i>			<i>March-Sept 2022</i>	
1	Gratis Road-from Monroe City Limits to Ike Stone Rd	2.16		\$319,500.00
2	Ammons Bridge Rd-from Michael Etchison Rd to Monroe City Limits	0.93		\$139,500.00
3	North Cross Lane Rd-from Bold Springs Rd to Pavement End	1.82		\$273,000.00
4	Hightower Trail-from GA Hwy 81 to Newton County Line	0.82		\$123,000.00
5	Sandy Creek Rd-from Miller Bottom Rd to Centerhill Church Rd	1.09		\$163,000.00
6	Azelea Drive-from Rosewood Way to Rosewood Way	0.90		\$135,000.00
7	Sandy Creek Court-from Sandy Creek Rd to Cul-de-sac	0.20		\$32,000.00
8	Paddock Rd-from Social Circle Jersey Rd to Cul-de-sac	0.90		\$180,000.00
9	Milling and Deep Patching- Various Roads for SPLOST Road Projects to be resurfaced by SPLOST Funds	3000 tons		\$450,000.00

<b>Total LMIG Program Costs</b>	<b>\$1,815,000.00</b>
2021 LMIG Allocation	\$1,205,854.11
30% Required Local Match (SPLOST)	\$361,756.23
Additional Local SPLOST Funds	\$247,389.66
<b>Total Program Funding</b>	<b>\$1,815,000.00</b>

## Walton County Department Agenda Request

---

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

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **11/2/21**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Acceptance of Award on Bullet proof vest grant**

Wording For Agenda: **Acceptance of Award on Bullet proof Vest grant**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of award letter**

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:

---

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



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

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**Bulletproof Vest Partnership (BVP) – FY 2021 Award Announcement**

1 message

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**BVP Email Account** <ojp@public.govdelivery.com>  
Reply-To: ojp@public.govdelivery.com  
To: tkirk@co.walton.ga.us

Thu, Oct 14, 2021 at 10:24 AM

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2021 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

**Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>), in order to be paid for any 2021 BVP funds. Please ensure the banking information in SAM is up to date. 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/status-tracker>. The SAM Helpdesk can be reached at 866- 606-8220.**

The FY 2021 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2021. The deadline to request payments from the FY 2021 award is August 31, 2023, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>

As a reminder, all jurisdictions that applied for FY 2021 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: [https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy\\_0.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf)

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at [vests@usdoj.gov](mailto:vests@usdoj.gov) or 1-877-758-3787.

Thank you

BVP Program Support Team  
Bureau of Justice Assistance



GA	SYLVANIA CITY	\$1,600.00
GA	TELFAIR COUNTY	\$4,150.00
GA	THOMASVILLE CITY	\$1,502.50
GA	TIFTON CITY	\$9,300.00
GA	TOOMBS COUNTY	\$10,172.50
GA	TROUP COUNTY	\$8,640.00
GA	TYBEE ISLAND CITY	\$6,380.00
GA	TYRONE TOWN	\$2,178.75
GA	UNION CITY	\$5,397.50
GA	UPSON COUNTY	\$7,495.50
GA	VALDOSTA CITY	\$12,035.00
GA	VILLA RICA CITY	\$2,205.00
GA	WALKER COUNTY	\$8,840.00
X GA	WALTON COUNTY	\$9,555.00
GA	WARE COUNTY	\$4,762.50
GA	WARNER ROBINS CITY	\$19,875.00
GA	WAYCROSS CITY	\$3,313.68
GA	WHITE COUNTY	\$2,992.00
GA	WILKINSON COUNTY	\$2,640.00
GA	WILLACOOCHEE CITY	\$1,179.00
GA	WOODSTOCK CITY	\$9,366.50
GA	WRENS CITY	\$4,230.00
GA	WOODBURY CITY	\$1,870.00
	<b>Totals for GA(138 Jurisdictions):</b>	<b>\$882,915.43</b>
HI	KAUAI COUNTY	\$4,088.70
	<b>Totals for HI(1 Jurisdiction):</b>	<b>\$4,088.70</b>
IA	ALBIA CITY	\$710.00
IA	AMES CITY	\$6,830.50
IA	ANKENY CITY	\$6,800.00
IA	APPANOOSE COUNTY	\$2,711.95
IA	BETTENDORF CITY	\$2,120.00
IA	CARROLL CITY	\$699.00
IA	CEDAR FALLS CITY	\$7,200.00
IA	CENTERVILLE CITY	\$4,400.00
IA	CHARLES CITY	\$1,458.00
IA	CLARINDA CITY	\$1,498.00
IA	CLAY COUNTY	\$734.00
IA	CLEAR LAKE CITY	\$1,600.00
IA	CLINTON CITY	\$1,275.00
IA	CLINTON COUNTY	\$2,310.00
IA	CORALVILLE CITY	\$2,869.97
IA	COUNCIL BLUFFS CITY	\$2,000.00
IA	DE WITT CITY	\$819.25
IA	DENISON CITY	\$2,000.00
IA	DUBUQUE CITY	\$14,800.00
IA	DUBUQUE COUNTY	\$1,788.48
IA	DURANT CITY	\$1,487.50

**FACILITY LEASE AGREEMENT**

THIS FACILITY LEASE AGREEMENT (the "Agreement"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), and ADVANTAGE BEHAVIORAL HEALTH SYSTEMS ("Advantage").

**WITNESSETH:**

WHEREAS, the County is the owner of 226 Leroy Anderson Road (the "Facility") and the County and Advantage have agreed that the Facility shall be leased to Advantage for the purpose of operating Advantage's Unlimited Services program; and

WHEREAS, Advantage has been leasing the Facility without a written lease; and

WHEREAS, it is the desire and intent of the Parties to this Agreement to continue their lease of the Facility and to establish in writing the terms and conditions of such lease to the mutual satisfaction and benefit of the Parties and the members of the community that will make use of the Facility;

THEREFORE, FOR AND IN CONSIDERATION of the public benefits, mutual covenants, and other good and valuable considerations, the value and sufficiency whereof being mutually agreed and acknowledged, the receipt whereof being received by all Parties to the Agreement, the Parties agree as follows:

1. LEASED PROPERTY. The property being leased by the County to Advantage is the Facility.
2. LEASE TERM. The Agreement shall be for an initial term of five years beginning on the date set forth above and ending on midnight of the day preceding the fifth anniversary of said date. Thereafter, such Agreement shall automatically renew for successive one-year terms, unless and until either Party terminates the Agreement by notification of termination in writing not less than ninety (90) days in advance of the end of the initial term or any renewal term. Notwithstanding the foregoing, either Party may terminate this Lease at any time upon 180 days advance written notice.
3. RENTAL RATE. The rent due under the lease shall be Ten and no/100ths Dollars (\$10.00) per month.
4. EXTERIOR MAINTENANCE OF FACILITY. The County, as the owner of the Facility, shall be responsible for the general maintenance of the exterior of the Facility.
5. MAINTENANCE OF GROUNDS & LANDSCAPING. Advantage, as the occupant of the Facility, shall maintain the grounds and landscaping of the Facility.

- 6. **INTERIOR MAINTENANCE.** Advantage shall be responsible for general maintenance of the interior of the Facility, except the County shall be responsible for any major repairs not caused by the negligence of Advantage. The County also agrees to repair and replace ceiling lights as needed and to address plumbing issues.
- 7. **UTILITIES.** Advantage shall be responsible to pay for all utilities serving the Premises and its improvements that are used by Advantage.
- 8. **MANAGEMENT.** The overall management of the Facility shall fall under the jurisdiction of the Walton County Public Facilities Department (“Department”) as the official agency of the County. Advantage shall coordinate its activities and use of the Premises through the Department. The Parties agree that the County has the right to use the Facility when such use will not interfere with the activities of Advantage.

Advantage must obtain written approval from the Department before sub-leasing the Facility for a fee to any group not affiliated with the activities of Advantage.

- 9. **IMPROVEMENTS.** Advantage must obtain written approval from the Department before making any alterations or improvements to the Facility. All such improvements shall be performed and completed in a workmanlike manner, in conformity with all laws, ordinances, building codes, regulations, and legal requirements, and in full compliance with the terms of the Lease.

Title to any and all improvements, erections or additions constructed on the Property by Advantage subsequent to Advantage’s initial occupancy of the Property shall be at all times the property of Advantage during the Term of this Lease. Upon such expiration or termination, the County may accept or request that Advantage remove such improvements. Any such improvements that are not removed by Advantage upon the expiration or earlier termination of this Lease shall be deemed abandoned by Advantage and shall become the property of the County.

- 10. **FURNISHINGS & EQUIPMENT.** Furnishings and equipment may be provided by the County for the Facility. Advantage shall be responsible for the maintenance or replacement of said furnishings and equipment. The County shall maintain ownership of any furnishings or equipment provided except upon further agreement between the Parties.
- 11. **ADVANTAGE STAFF.** Advantage shall maintain a staff of employees to manage Advantage’s activities at the Premises, and Advantage shall bear all costs related to the employment and benefits of such staff. This staff shall not be considered as employees of the County.
- 12. **RULES & REGULATIONS.** Advantage shall adopt Rules and Regulations for the use of the Facility, including hours of operation, procedures for use of the Facility and any equipment therein, manner of scheduling, security procedures, etc.



13. **INSURANCE.** During the Term(s) of this Agreement, Advantage shall maintain no less than \$1,000,000.00 in general liability insurance covering the Facility and naming the County as an additional insured, furnishing the County with a copy of the certificate of such insurance coverage. During the Term(s) of this Agreement, the County shall maintain adequate property insurance on the property improvements owned by the County and general liability insurance in an amount no less than \$1,000,000.00, covering the Facility, furnishing Advantage a copy of such certificate of insurance. It shall be the responsibility of Advantage to maintain adequate insurance on its property located at the Facility. Neither party will be liable or responsible for providing insurance coverage on the property owned by the other. It shall be the responsibility of each Party to carry such other insurance coverages as they may deem necessary or appropriate.
14. **INDEMNITY.** Advantage agrees to defend, indemnify and hold the County harmless from any and all claims related in any way to Advantage's negligence on the Property.
15. **GENERAL CONDITIONS FOR ADVANTAGE.** The County enters this Agreement with the knowledge and understanding that Advantage is a Community Service Board created under the laws of the State of Georgia. As a Community Service Board, Advantage is bound by statutory and regulatory guidelines which may supersede this agreement and cause certain terms and conditions of this Agreement to become null and void. Further, Advantage's entry into this Agreement may be subject to the securing of and continuity of funding from local, state, federal, and private entities. Lastly, as required by the laws of the State of Georgia, any dispute over this Agreement must be addressed in the venue of Clarke County, Georgia, as Advantage's principal office is located within Clarke County, Georgia.
16. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire Agreement between the Parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all Parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any Party thereto.
17. **CAPTIONS.** The headings at the beginning of each paragraph are for clarification purposes only and are not intended to alter the terms of this Agreement.
18. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
19. **GOVERNING LAW.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia.
20. **NO WAIVER.** No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or

practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

- 21. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an executed original.
- 22. INTERPRETATION. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who by itself or through its attorney prepared the same, it being agreed that the attorneys of both Parties hereto have fully participated in the preparation of this Agreement.
- 23. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid, but if any provision of this Agreement, or the application thereof, shall be prohibited or held to be invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, which shall remain in full force and effect; and to this end, the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

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

By: \_\_\_\_\_  
David Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda Hawk, Clerk

**[signatures continue on next page]**

ADVANTAGE BEHAVIORAL HEALTH SYSTEMS

By: \_\_\_\_\_  
President & CEO

By: \_\_\_\_\_  
Advantage Unlimited Services Chair



**FACILITY LEASE AGREEMENT**

THIS FACILITY LEASE AGREEMENT (the "Agreement"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), and the ADVANTAGE BEHAVIORAL HEALTH SYSTEMS ("Advantage").

**WITNESSETH:**

WHEREAS, the County is the owner of 834 Georgia Highway 11 South (the "Facility") and the County and Advantage have agreed that the Facility shall be leased to Advantage for the purpose of operating Advantage Behavioral Health; and

WHEREAS, Advantage has been leasing the Facility without a written lease; and

WHEREAS, it is the desire and intent of the Parties to this Agreement to continue their lease of the Facility and to establish in writing the terms and conditions of such lease to the mutual satisfaction and benefit of the Parties and the members of the community that will make use of the Facility;

THEREFORE, FOR AND IN CONSIDERATION of the public benefits, mutual covenants, and other good and valuable considerations, the value and sufficiency whereof being mutually agreed and acknowledged, the receipt whereof being received by all Parties to the Agreement, the Parties agree as follows:

1. LEASED PROPERTY. The property being leased by the County to Advantage is the Facility.
2. LEASE TERM. The Agreement shall be for an initial term of five years beginning on the date set forth above and ending on midnight of the day preceding the fifth anniversary of said date. Thereafter, such Agreement shall automatically renew for successive one-year terms, unless and until either Party terminates the Agreement by notification of termination in writing not less than ninety (90) days in advance of the end of the initial term or any renewal term. Notwithstanding the foregoing, either Party may terminate this Lease at any time upon 180 days advance written notice.
3. RENTAL RATE. The rent due under the lease shall be Ten and no/100ths Dollars (\$10.00) per month.
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- 21. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an executed original.
- 22. INTERPRETATION. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who by itself or through its attorney prepared the same, it being agreed that the attorneys of both Parties hereto have fully participated in the preparation of this Agreement.
- 23. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid, but if any provision of this Agreement, or the application thereof, shall be prohibited or held to be invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, which shall remain in full force and effect; and to this end, the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

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

By: \_\_\_\_\_  
David Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda Hawk, Clerk

**[signatures continue on next page]**

ADVANTAGE BEHAVIORAL HEALTH SYSTEMS

By: \_\_\_\_\_  
President & CEO

By: \_\_\_\_\_  
Advantage Behavioral Health Chair

## **Summary of Actions Taken at the October 20, 2021 Meeting of the Walton County Water and Sewerage Authority**

- Agenda of October 20, 2021 Meeting, as amended to add item to consider approval for the Chairman to sign appropriate documentation to remove acceleration provision from the existing Series 2013 bond and related matters, approved.
- Authorized Chairman to sign appropriate documentation to remove acceleration provision from the existing Series 2013 bond and related matters.
- Approved Bond Resolution for Walton County Water and Sewerage Authority Taxable Refunding Revenue Bond Series 2021 for the purpose of refinancing existing Hard Labor Creek Reservoir Project Series 2016 bond debt.
- Approved Bond Resolution for Walton County Water and Sewerage Authority Refunding Revenue Bond Series 2026 for the purpose of refinancing Hard Labor Creek Reservoir Project Series 2021 bond debt on a tax exempt basis.



Appendix B

# Walton County Department Agenda Request

Department Name: Walton County District Attorney's Office

Department Head/Representative: Randy McGinley

Meeting Date Request: November 02, 2021

Has the topic been discussed at past meetings? Yes

If so, when? October 05, 2021

Topic: Approval for Acceptance of the VOCA Grants administered by the Criminal Justice Coordinating Council

Wording for Agenda: Approval for the acceptance of the VOCA Grants for the Walton County District Attorney's Office.

This Request: Needs Action by Commissioners\*

\*What action are you seeking from the Commissioners? Approval for the acceptance of the VOCA Grants for Continuing Funds and the Victim Compensation Advocate position administered by the Criminal Justice Coordinating Council.

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 the County Attorney? \_\_\_\_

Date forwarded to the 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? Yes

Budget information attached? No

Comments: \_\_\_\_\_

Purchasing department Comments: \_\_\_\_\_

County Attorney Comments: \_\_\_\_\_

RANDY MCGINLEY  
DISTRICT ATTORNEY

CLIFF HOWARD  
CHIEF ASSISTANT DISTRICT ATTORNEY  
WALTON COUNTY

AMBER DALLY  
CHIEF ASSISTANT DISTRICT ATTORNEY  
NEWTON COUNTY



OFFICE OF THE DISTRICT ATTORNEY  
ALCOVY JUDICIAL CIRCUIT

October 26, 2021

To: Walton County Board of Commissioners

From: Kim Kelly, Victim Services Director

Re: VOCA Grant Awards

I am seeking the Board of Commissioners approval to accept the VOCA Grant funds that the Walton County District Attorney's Office has been awarded for the grant year beginning October 01, 2021 through September 30, 2022. I have attached an email from the Prosecuting Attorney's Council which states we will receive the same funding as last year. I have not received an official award letter yet from the Prosecuting Attorney's Council for this grant year so I have attached the award letter from last year stating the grant amounts that we will receive.

Please give me a call at 770 266 1793 if you have any questions regarding this request.

**Newton County District Attorney's Office**  
1132 Usher Street  
Room 313  
Covington, GA 30014  
Phone: 770-784-2070  
Fax: 770-784-2069

**Walton County District Attorney's Office**  
303 South Hammond Drive  
Suite 334  
Monroe, GA 30655  
Phone: 770-267-1355  
Fax: 770-267-1364

**Kim Kelly**

**From:** Sarai Leonides  
**Sent:** Thursday, September 2, 2021 3:33 PM  
**To:** PACGA VOCA Shared Mailbox  
**Cc:** Katherine Kemp; Rita Davis-Cannon  
**Subject:** VOCA :: Budgets Due October 1  
**Attachments:** Guidelines for Preparing your Budgets (FFY22) .pdf; Budget\_Detail\_Worksheet.xlsx

Dear VOCA Funded Offices:

The Prosecuting Attorneys' Council of Georgia will soon submit VOCA and Coronavirus Emergency Supplemental Funding Program (CESF) grant applications for both BASE funds and COMP advocate funding for the 2022 Federal Fiscal year, which will begin on October 1, 2021 through September 30, 2022.

Please note that CJCC has advised that all awards will be continued at current levels. However, our VOCA award has been cut by 20%. Therefore, BASE awards will be funded with VOCA funds and COMP awards will be funded with CESF funds. CESF funds have no match requirement.

CJCC has issued a mandatory blanket match waiver on all VOCA funds this year. Matching items should not be included in the budget.

In order to activate our statewide grant in a timely manner, we ask that you begin to prepare your budgets at this time. Please prepare one budget for "Base" funds and one budget for "Comp Advocate" funds, if applicable to your office. Positions that are not filled at the time of submitting this budget should be indicated as "VACANT." **Please prepare your respective Base and Comp budgets for the same amount as your budgets from the 2020-2021 grant year.**

Please note that this notification is not an allocation letter, and you should wait to obligate any grant funds until you receive your allocation letters from PAC. Individual allocation letters, MOAs, and grant paperwork will be distributed immediately upon receiving our award letters from CJCC.

**Budgets (in Excel format), salary authorizations, and job descriptions for staff indicated on the budget should be submitted via email to Sarai Leonides (sleonides@pacga.org) by October 1, 2021.** If you have already submitted CURRENT salary authorizations or job descriptions for staff, there is no need to re-submit them.

Attached to this email are the following:

1. A Budget Detail Worksheet template (using this template is required as the Budget Worksheet has been updated)
2. A list of guidelines and items to consider when preparing your budget. PLEASE REVIEW THIS DOCUMENT THOROUGHLY as it contains critical information on how to properly prepare your budgets.

As always, if you have any questions or concerns, please don't hesitate to contact me.

Best Regards,

**SARAI LEONIDES**

Prosecuting Attorneys' Council of Georgia  
 VOCA Grant Manager/ Victim Services Coordinator  
 1590 Adamson Parkway, 4<sup>th</sup> Floor





# PAC

Prosecuting  
Attorneys'  
Council of Georgia

*Seeking Justice with Honor*

**PETER J. SKANDALAKIS**  
Executive Director

October 1, 2020

**MARGARET D. HEAP**  
Chair  
District Attorney  
Eastern Judicial Circuit

Re: Federal Fiscal Year 2021 VOCA Allocation - October 1, 2020 through September 30, 2021

**REBECCA GRIST**  
Vice Chair  
Solicitor-General  
Macon-Bibb County

Dear Mr. McGinley:

**SHANNON WALLACE**  
Secretary  
District Attorney  
Blue Ridge Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2021 VOCA Continuation Base and Comp Advocate funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

**PAUL BOWDEN**  
District Attorney  
Tifton Judicial Circuit

County: **Walton**

Implementing Prosecuting Attorney: **Acting District Attorney Randy McGinley**

Grant Period: **October 1, 2020 through September 30, 2021**

**C.R. CHISHOLM**  
Solicitor-General  
Athens-Clarke County

**Allocation 1 (Base Funds):**

Base Federal Funds: **\$101,634**

Base Waived Match Funds: **\$25,409**

CJCC Sub-Grant Number: **C19-8-103**

Federal Grant Number: **2019-V2-GX-0019**

CFDA Number: **16.575**

**GREGORY W. EDWARDS**  
District Attorney  
Dougherty Judicial Circuit

**GEORGE HARTWIG**  
District Attorney  
Houston Judicial Circuit

**Allocation 2 (Comp Advocate Funds):**

Comp Advocate Federal Funds: **\$43,500**

Comp Waived Match Funds: **\$10,875**

CJCC Sub-Grant Number: **C19-8-102**

Federal Grant Number: **2019-V2-GX-0019**

CFDA Number: **16.575**

**BARRY MORGAN**  
Solicitor-General  
Cobb County

**TIMOTHY G. VAUGHN**  
District Attorney  
Occonee Judicial Circuit

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by November 13, 2020. If you have any questions, please contact Kathy Kemp ([kkemp@pacga.org](mailto:kkemp@pacga.org)) or at (770) 282-6364.

Sincerely,

Peter J. Skandalakis  
Executive Director  
Prosecuting Attorneys' Council

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording, please return to:  
Powell & Edwards, PC  
P.O. Box 1390  
Lawrenceville, GA 30046

STATE OF GEORGIA  
COUNTY OF WALTON

**LIMITED WARRANTY DEED**

THIS INDENTURE, made the \_\_\_\_ day of October, in the year Two Thousand Twenty-One between

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

as party or parties of the first part, hereinafter called Grantor, and

**CITY OF WALNUT GROVE, GEORGIA**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

That: Grantor, for and in consideration of TEN AND 00/100 (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold aliened,

conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee any and all interest, including any reversionary interest, in the approximately 60 acres located southeast of the intersection of State Route 81 and State Highway 138 in Walnut Grove, Georgia being more particularly described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever owning, holding or claiming by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Limited Warranty Deed, the day and year above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

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

BY: \_\_\_\_\_  
David Thompson, Chairman  
Walton County Board of Commissioners

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**EXHIBIT "A"****LEGAL DESCRIPTION**

All that tract or parcel of land, located southeast of the intersection of State Route 81 and State Highway 138, near Forrester Cemetery Road, together with all improvements, known as 4130 Highway 138, SW, Covington, GA, in the State of Georgia, County of Walton located in Land Lots 173 and 200, 4<sup>th</sup> Land District, Broken Arrow G.M.D., containing 60.000 acres, as shown by a survey entitled "Survey for City of Walnut Grove," dated August 3, 2010, prepared by Precision Planning, Inc., certified by Randall W. Dixon, Georgia Registered Land Surveyor No. 1678, recorded in Plat Book 106, Page 137, Clerk's Office, Walton Superior Court. Said property is an outparcel of the property conveyed by Quitclaim Deed into Jonathan Miller Dial and Margaret Strait Dial dated October 21, 1996, recorded in Deed Book 725, Pages 487, Walton County Records.

Also conveyed herewith is the 30 foot wide ingress/egress easement depicted on the above-referenced survey provided access to said described tract from the public right-of-way of Forrester Cemetery Road through the adjoining property of Jonathan Miller Dial and Margaret Strait Dial.



***RESOLUTION***

**WHEREAS**, the budgets of Walton County for Fiscal Year 2022 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 1, 2021, and

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

**THEREFORE, BE IT RESOLVED BY THE** Board of Commissioners of Walton County, amends the Fiscal Year 2022 budget to make changes to the Fiscal Year 2022 budget as presented in the attached summary schedule.

Adopted this 2nd day of November, 2021

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

Attest:

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

**AMENDMENT SUMMARY**  
**November 2021 Agenda**

1. **Planning Zoning 7400 to Fire 3510.270:** FY 2022 Budget amendment to transfer employee along with remaining fiscal year salary expenses from Planning and Zoning 7210 to Fire 3510.270. The transfer would take place beginning with the 11-8-2021 pay period. This is at the request of both Directors and has no effect on overall fund balance.
2. **Condrey Wage and Market Study:** Approved at the October Board of Commissioners meeting. The result is a decrease in fund balance of \$2,715,456.
3. **General Government Buildings 1565:** FY 2022 Budget amendment proposed for expenditures to renovate courtroom #2 due to COVID-19 concerns. This would result in a decrease in fund balance of \$744,546.



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO AMEND THE PROJECT LENGTH BUDGET FOR THE BETWEEN PICKLEBALL COURT PROJECT AND AMEND THE FISCAL YEAR 2022 BUDGET**

**WHEREAS**, on November 8, 2011, the Walton County, Georgia SPLOST 2011 (“SPLOST III”) was approved by voter referendum; and

**WHEREAS**, parks and recreation improvements and expansions are designated SPLOST III projects; and

**WHEREAS**, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2022 on June 1, 2021; and

**WHEREAS**, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

**WHEREAS**, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2022, and

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that funds are reallocated from the available Government Buildings project category to the Between Park Pickleball Court amending the project-length budget for the Between Park – Pickleball Court project which is attached hereto as a schedule and incorporated herein by reference, are adopted; and

**THEREFORE, BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that the budget for Fiscal Year 2022 be amended to incorporate fiscal year 2022 project-length Between Park – Pickleball Court.

**SO RESOLVED THIS 2nd DAY OF November, 2021:**

**BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**

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

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

[COUNTY SEAL]

**AMENDMENT SUMMARY**  
**November 2021 Agenda**

1. **SPLOST III from Government Buildings to Parks and Recreation:** FY 2022 Budget amendment to transfer SPLOST funds (\$85,000) available for Government Building Projects (1565.13) to Parks and Recreation (6220.13) to complete the Pickleball court(s). There would be in no effect on fund balance.

# RESOLUTION

2021-\_\_

## RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA REQUESTING THE TRANSFER OF FIRE STATION PROPERTIES FROM THE WALTON INDUSTRIAL BUILDING AUTHORITY TO WALTON COUNTY, GEORGIA

**WHEREAS**, the Walton Industrial Building Authority (“WIBA”) has previously assisted Walton County, Georgia (the “County”) in financing certain building projects;

**WHEREAS**, on or about July 1, 2005, WIBA entered into an Installment Purchase and Sale Agreement (the “Agreement”) with the County, which allowed the County to refinance the costs of constructing certain fire stations in the County;

**WHEREAS**, in connection with the Agreement, the titles to five fire station properties were transferred to the WIBA;

**WHEREAS**, the County has made all payments under the Agreement;

**WHEREAS**, the County wishes to regain title to the above-stated properties pursuant to the Agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Walton County, Georgia as follows:

That Walton County shall request that the Walton Industrial Building Authority transfer certain fire station properties currently held by the Walton Industrial Building Authority to the County as contemplated by the above-referenced Agreement.

**SO RESOLVED this 2<sup>nd</sup> day of November, 2021.**

**BOARD OF COMMISSIONERS OF  
WALTON COUNTY, GEORGIA**

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

**Attest:** \_\_\_\_\_  
**County Clerk, Rhonda Hawk**  
**[COUNTY SEAL]**



A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA (THE “COUNTY”), TO APPROVE THE BOND RESOLUTION OF THE WALTON INDUSTRIAL BUILDING AUTHORITY AUTHORIZING THE ISSUANCE OF THE WALTON INDUSTRIAL BUILDING AUTHORITY REVENUE BONDS (WALTON COUNTY JAIL FACILITY PROJECT), SERIES 2021 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$115,000,000; TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE AUTHORITY, AS LESSOR, AND THE COUNTY, AS LESSEE; TO AUTHORIZE THE CHAIRMAN AND OTHER OFFICERS AND OFFICIALS OF THE COUNTY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the Walton Industrial Building Authority (the “Authority”) was duly created and is validly existing pursuant to the Constitution and Laws of the State of Georgia (the “State”), including an amendment to the Constitution of the State (1962 Ga. Laws, p. 904, *et seq.*), as continued (1986 Ga. Laws, p. 4730, *et seq.*), as hereafter amended (the “Amendment”); and the Authority is now existing and operating as a body corporate and politic, and its members have been duly appointed and entered into their duties; and

WHEREAS, under the Amendment and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking”, as defined under the Revenue Bond Law, including “jails and all other structures and facilities which are necessary and convenient for the operation of jails”; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

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

WHEREAS, the County has requested that the Authority issue its Revenue Bonds (Walton County Jail Facility Project), Series 2021, in the aggregate principal amount of not to exceed \$115,000,000 (the “Series 2021 Bonds”) to provide funds to (i) finance, in whole or in part, the cost of acquiring, constructing and installing a new jail facility (the “Project”), as more fully described in the Project Report attached as Exhibit C to the Bond Resolution (as defined below), (ii) pay capitalized interest on the Series 2021 Bonds and (iii) pay expenses necessary to accomplish the foregoing; and

WHEREAS, the Series 2021 Bonds shall be issued pursuant to a resolution of the Authority, adopted on October 19, 2021 (the “Bond Resolution”), a form of which is attached hereto as Exhibit A; and

WHEREAS, the exact aggregate principal amount of the Series 2021 Bonds and interest rates thereon will be determined by the Authority in a supplemental resolution to be adopted prior to the issuance and delivery of the Series 2021 Bonds; and

WHEREAS, the Authority and the County propose to enter into a Lease Agreement (the “Lease”), pursuant to which the Project will be leased by the Authority, as lessor, to the County, as lessee, and the County will agree to make lease payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2021 Bonds (the “Lease Payments”); and

WHEREAS, the Series 2021 Bonds will be secured by a first lien on the Lease and the Lease Payments; and

WHEREAS, the County proposes to authorize the use and distribution of a Preliminary Official Statement relating to the Series 2021 Bonds (the “Preliminary Official Statement”), authorize the execution, delivery and use of an Official Statement relating to the Series 2021 Bonds (the “Official Statement”) and “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the County proposes to enter a Bond Purchase Agreement (the “Bond Purchase Agreement”), by and among the Authority, the County, and Stifel Nicolaus & Company, Incorporated, Atlanta, Georgia (the “Underwriter”), providing for the sale of each series of the Series 2021 Bonds to the Underwriter; and

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

WHEREAS, it is necessary and proper that the Board of Commissioners of the County (the “Board of Commissioners”) approve the form of the Bond Resolution and the Lease, and authorize the Chairman of the Board of Commissioners (the “Chairman”) to execute the Lease, the Bond Purchase Agreement and the Disclosure Certificate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

The County has made a finding of fact that:

- 1) The Project is an “undertaking” as defined pursuant to the Revenue Bond Law;
- and

2) Following study and investigation, the County has determined that it is in the best interests to enter into the Lease with the Authority in connection with the Project for the benefit of the County and its citizens;

BE IF FURTHER RESOLVED, as follows:

1. The Board of Commissioners hereby approves the form of the Bond Resolution, adopted by the Authority on October 19, 2021, in the form attached hereto as Exhibit A, together with such supplements and amendments which may be made thereto with the consent of the Chairman.

2. The Chairman is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2021 Bonds and the security therefor be declared valid in all respects.

3. The execution, delivery and performance by the County of the Lease, in substantially the form attached hereto as Exhibit B, between the County and the Authority be and the same are hereby authorized. The Chairman is authorized to agree to any amendments to the Lease as may be necessary prior to the issuance of each series of the Series 2021 Bonds, and the execution and delivery of any such amendments shall be conclusive evidence of such approval. The Clerk of the County is authorized to attest the execution by the Chairman of the Lease and to affix the seal of the County to such documents.

4. The execution, delivery and performance of the Bond Purchase Agreement are hereby authorized. The Bond Purchase Agreement shall be in substantially the form presented for approval at the meeting of the Board of Commissioners to adopt a supplemental resolution approving the final terms of the Series 2021 Bonds.

5. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be in substantially the form presented for approval at the meeting of the Board of Commissioners to adopt a supplemental resolution approving the final terms of the Series 2021 Bonds

6. Prior to the execution of the Lease, and any amendments thereto, the Bond Purchase Agreement, the Disclosure Certificate or other documents, the Chairman may approve any exhibits thereto and such other changes or additions as may be necessary and desirable to effect the purposes of this resolution, and the execution of the Lease, the Bond Purchase Agreement, the Disclosure Certificate or other documents by the Chairman shall be conclusive evidence of such approval.

7. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. The use, distribution and execution of the Official Statement are hereby authorized, provided that such Official Statement is in substantially the same form as the respective Preliminary Official Statement. The execution of each such Official Statement by the



Chairman, as hereby authorized shall be conclusive evidence of the approval of any such changes.

8. The execution and delivery of one or more certificates deeming the Preliminary Official Statement final for purpose of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, are hereby authorized and approved.

9. The Chairman, Clerk of the County, and such other officials as may be required are directed to take such actions and to complete such transfers as are necessary to provide security for payment of the Series 2021 Bonds in accordance with the Bond Resolution and any amendments or supplemental resolutions of the Authority and to fulfill the obligations of the County pursuant to the Lease, as the same may be hereafter amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

10. The Chairman is hereby authorized to execute and deliver a certification, based upon facts, estimates and circumstances, as to reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2021 Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2021 Bonds. The County hereby adopts and agrees to comply with the Tax Policy, attached hereto as Exhibit C.

11. No stipulation, obligation or agreement herein contained or contained in the Lease shall be deemed to be a stipulation, obligation or agreement of the Chairman or Clerk of the County in their individual capacity, and neither the Chairman nor the Clerk of the County shall be personally liable under the Lease or on the Series 2021 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

12. From and after the execution and delivery of the Lease, and any amendments thereto, the Bond Purchase Agreement and the Disclosure Certificate, the Chairman is hereby authorized, empowered, and directed to perform all actions and things, relating to the Lease and the issuance of the Series 2021 Bonds, and to execute all such documents as may be necessary to carry out and comply with the provisions of said Lease, and any amendments thereto, as executed, and is further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2021 Bonds and the execution and delivery of the Lease. The Clerk of County is authorized, empowered, and directed to attest the signatures of the Chairman, as and if necessary, with the signatures of such persons to be conclusive evidence of their authority to do and perform such actions and things.

13. All acts and doings of the Chairman which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Series 2021 Bonds and the execution, delivery and performance of the Lease, and any amendments thereto, the Bond Purchase Agreement and the Disclosure Certificate shall be, and the same hereby are, in all respects approved and confirmed.

14. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not

expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

15. All ordinances, resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

16. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2<sup>nd</sup> day of November, 2021.

WALTON COUNTY, GEORGIA

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

(S E A L)

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



Exhibit A

Bond Resolution

Exhibit B

Lease Agreement

Exhibit C

**POLICY WITH RESPECT TO TAX-EXEMPT DEBT**

**WHEREAS**, Walton County, Georgia (the “**Issuer**”) is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia; and

**WHEREAS**, the Issuer has previously issued, may in the future issue or may be the beneficiary of one or more series of governmental purpose bonds or other form of tax-exempt obligations (the “**Tax-Exempt Bonds**”) the interest on which is excluded from gross income of the owners thereof pursuant to Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the “**Code**”); and

**WHEREAS**, in connection with the issuance of each series of Tax-Exempt Bonds, the Issuer has executed or will execute covenants and certificates wherein the Issuer represents that it expects and intends to be able to comply with and will, to the extent permitted by law, comply with the provisions and procedures set forth in such covenants and certificates and will do and perform all acts and things necessary or desirable in order to assure that the interest on the series of Tax-Exempt Bonds to which such covenants and certificates relate will be excluded from gross income of the owners thereof for federal income tax purposes; and

**WHEREAS**, upon recommendation of the Internal Revenue Service (the “**IRS**”), the Issuer has determined that it is advantageous and in the best interests of the Issuer and the owners of the Tax-Exempt Bonds to adopt -

**Incorporation of Tax Closing Documents.** This Policy shall be deemed to include and hereby incorporates all covenants, certificates, instructions and information reporting documentation contained in the closing transcript or record of proceedings for any series of Tax-Exempt Bonds, whether executed in connection with the issuance of any such series of obligations or executed post-closing, (the “**Tax Closing Documentation**”) for each issue of Tax-Exempt Bonds of the Issuer.

**Assignment of Responsibility.** The Issuer hereby assigns the responsibility for post-issuance compliance set forth in this Resolution to the Chief Financial Officer of the Issuer. Such officer is hereby designated the Post-Issuance Compliance Officer (the “**PICO**”). Some or all of the responsibilities of the PICO may be assigned by the Issuer to another officer or employee of the Issuer (the “**Authorized Representatives**”).

**Tax Documentation and Retention.** The PICO will assemble and document to his or her satisfaction the location of all Tax Closing Documentation for each issue of Tax-Exempt Bonds of the Issuer issued for the benefit of their respective governments. All Tax Closing Documentation accumulated for each series of Tax-Exempt Bonds shall be maintained for a period of three (3) years following the final maturity of the Tax-Exempt Bonds.

**IRS Correspondence and Audits.** The PICO will consult with qualified bond counsel immediately upon receipt of any correspondence from, or opening of an examination of any type with respect to Tax-Exempt Bonds of the Issuer by, the IRS.



**Periodic Review Requirements.** The PICO will review the implementation of the PICPP set forth in this Policy with the Issuer at least annually during the term of any outstanding series of Tax-Exempt Bonds.

**Training Requirements.** The PICO will develop a training program that is designed to inform any successor PICO of the requirements of the PICPP and periodically train all the Authorized Representatives of their duties under the PICPP. Such training program may be developed with internal materials and shall include a review of the Code and the IRS's website established for the use of the tax-exempt bond community located at <http://www.irs.gov/taxexemptbond/index.html?navmenu=menu1>.

**Approval and Adoption.** The Issuer hereby approves and adopts the PICPP set forth in this Policy.

**Time is of the Essence.** The Issuer hereby authorizes and directs the PICO and any designated Authorized Representatives to take such actions deemed necessary, appropriate or desirable to effect the implementation of the PICPP set forth in this Policy immediately.

CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to Walton County, Georgia (the "County"), which resolution was duly adopted at a meeting of the Board of Commissioners of the County duly called and assembled on November 2, 2021, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Board of Commissioners of the County which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the County this 2<sup>nd</sup> day of November, 2021.

(S E A L)

\_\_\_\_\_  
Clerk

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE BOND RESOLUTION OF THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY AUTHORIZING THE ISSUANCE OF THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY TAXABLE REFUNDING REVENUE BOND (WALTON-HARD LABOR CREEK RESERVOIR PROJECT), SERIES 2021 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$27,750,000; TO AUTHORIZE THE EXECUTION OF A CONTRACT BETWEEN THE COUNTY AND THE AUTHORITY; TO AUTHORIZE THE CHAIRMAN AND OTHER OFFICERS AND OFFICIALS OF THE COUNTY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

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

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

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

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public



corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, and a resolution of the Authority adopted on August 16, 2007, as supplemented on February 5, 2008, and a consent resolution of the Board of Commissioners of the County, adopted on August 16, 2007, as supplemented on February 5, 2008, the Authority issued its Revenue Bonds (Walton-Hard Labor Creek Reservoir Project), Series 2008 (the "Series 2008 Bonds"), in the original aggregate principal amount of \$40,990,000, for the purpose of (i) financing or refinancing a portion of the cost of acquiring, constructing, installing and equipping a reservoir and related treatment and transmission facilities (the "Projects"), (ii) paying capitalized interest on the Series 2008 Bonds, (iii) funding a debt service reserve fund and (iv) paying the costs of issuing the Series 2008 Bonds; and

WHEREAS, the Series 2008 Bonds were issued pursuant to a Trust Indenture, as supplemented by a First Supplemental Trust Indenture, each dated as of February 1, 2008 (collectively, the "2008 Indenture"), and each between the Authority and Regions Bank, Atlanta, Georgia, as trustee (the "2008 Trustee"); and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, and a resolution of the Authority adopted on March 1, 2016, and a consent resolution of the Board of Commissioners of the County, adopted on March 1, 2016, the Authority issued its Refunding Revenue Bonds (Walton-Hard Labor Creek Reservoir Project), Series 2016A, in the aggregate principal amount of \$34,300,000 (the "Series 2016A Bonds") for the purpose of providing funds to (a) refund all of the outstanding Series 2008 Bonds (the "Refunded Series 2008 Bonds"), and (b) pay the costs of issuing the Series 2016A Bonds; and

WHEREAS, in connection with the issuance of the Series 2016A Bonds, the Authority and the County entered into an Intergovernmental Contract, dated as of March 1, 2016 (the "2016 Contract"), pursuant to which the Authority agreed to issue the Series 2016A Bonds to refund the Refunded Series 2008 Bonds and pay the costs of issuance thereof, and the County, in consideration of the Authority's doing so, agrees to pay to the Authority amounts sufficient to pay the principal of and interest on the Series 2016A Bonds and to levy an ad valorem property tax (if necessary), on the assessed value of all property located within the County subject to such tax, at such rate or rates, unlimited as to amount, in order to pay the principal of and interest on the Series 2016A Bonds; and

WHEREAS, because of present market conditions it is advisable, feasible and in the best interest of the Authority and the County that the Series 2016A Bonds, maturing in the years 2027 through 2038, inclusive (the "Refunded Bonds"), be refunded and called for redemption, in order to effect a savings in the debt service requirements on the County's outstanding bonded indebtedness, and the Authority and the County have determined, after their own independent study and investigation, that it is in the best interest of the Authority and the County to refund the Refunded Bonds; and

WHEREAS, pursuant to a resolution to be duly adopted by the Authority on October 20, 2021 (the “Bond Resolution”), the Authority authorized the issuance of its Taxable Refunding Revenue Bond (Walton-Hard Labor Creek Reservoir Project), Series 2021 (the “Series 2021 Bond”) in the original principal amount of not to exceed \$27,750,000, dated as of its date of issuance and delivery, for the purpose of refunding the Refunded Bonds; and

WHEREAS, the original principal amount of the Series 2021 Bond and interest rate or rates thereon will be determined by the Authority in a resolution supplementing the Bond Resolution to be adopted prior to the issuance and delivery of the Series 2021 Bond; and

WHEREAS, it is proposed that the Authority and the County should authorize the execution and delivery of an Intergovernmental Contract (the “Contract”), between the County and the Authority, pursuant to which the Authority will agree to issue the Series 2021 Bond to provide funds to refund the Refunded Bonds, and the County, in consideration of the Authority’s doing so, will agree to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the boundaries of the County, at such rate or rates, unlimited as to amount, in order to pay the principal of and interest on the Series 2021 Bond (the “Contract Payments”); and

WHEREAS, the Series 2021 Bond shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, the Series 2021 Bond will be secured by a first lien on the Contract and the Contract Payments; and

WHEREAS, it is proposed that in order to accomplish the sale of the Series 2021 Bond, the County should enter into a Placement Agent Agreement (the “Placement Agreement”) by and among the Authority, the County and Stifel Nicolaus & Company, Inc., as placement agent (the “Placement Agent”), the terms of which provide for the placement of the Series 2021 Bond; and

WHEREAS, it is necessary and proper that the Board of Commissioners of the County approve the form of the Bond Resolution, the Contract and the Placement Agreement, and authorize the Chairman of the Board of Commissioners of the County (the “Chairman”) to execute the Contract and the Placement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, Georgia, as follows:

Section 1. The Board of Commissioners hereby approves the form of the Bond Resolution, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made thereto with the consent of the Chairman.

Section 2. The execution, delivery and performance of the Contract are hereby authorized. The Chairman is hereby authorized to execute and deliver the Contract on

behalf of the County, which Contract shall be in substantially the form attached hereto as Exhibit B with such minor changes, insertions or omissions as may be approved by the Chairman, and the execution of the Contract by the Chairman as hereby authorized shall be conclusive evidence of any such approval.

Section 3. The execution, delivery and performance of the Placement Agreement is hereby authorized. The Placement Agreement shall be in substantially the form presented at this meeting presented at this meeting and which is on file and record with the Clerk of the County.

Section 4. The County is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2021 Bond and the security therefor be declared valid in all respects.

Section 5. From and after the execution and delivery of the documents herein authorized, the proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the documents herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2021 Bond and the execution, delivery and performance of the documents herein authorized. Without limiting the foregoing, if the Chairman is not available to execute the documents herein authorized, the Vice-Chairman shall execute such documents on the Chairman's behalf.

Section 6. The Chairman, and such other officials as may be required are directed to take such actions and to complete such transfers as are necessary to provide security for payment of the Series 2021 Bond in accordance with the Bond Resolution and any amendments or supplemental resolutions of the Authority and to fulfill the obligations of the County pursuant to the Contract, as the same may be hereafter amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

Section 7. All acts and doings of the officers, agents and employees of the County which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Series 2021 Bond and the execution, delivery and performance of the Contract and the Placement Agreement shall be, and the same hereby are, in all respects, approved and confirmed.

Section 8. No stipulation, obligation or agreement herein contained or contained in the Contract shall be deemed to be a stipulation, obligation or agreement of the Chairman or the Clerk of the County in their individual capacity, and neither the Chairman nor the Clerk of the County shall be personally liable under the Contract, the Placement Agreement or on the Series 2021 Bond or be subject to personal liability or accountability by reason of the issuance thereof.

Section 9. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.



Adopted this 2<sup>nd</sup> day of November, 2021.

WALTON COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

EXHIBIT A

BOND RESOLUTION

EXHIBIT B

INTERGOVERNMENTAL CONTRACT



## CLERK'S CERTIFICATE

The undersigned Clerk of Walton County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the County, at a meeting open to the public which was duly called and assembled on the 2<sup>nd</sup> day of November, 2021, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the County which is in my custody and control.

WITNESS my hand this 2<sup>nd</sup> day of November, 2021.

---

Clerk

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE BOND RESOLUTION OF THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY AUTHORIZING THE ISSUANCE OF THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY REFUNDING REVENUE BOND (WALTON-HARD LABOR CREEK RESERVOIR PROJECT), SERIES 2026 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$27,750,000; TO AUTHORIZE THE EXECUTION OF A CONTRACT BETWEEN THE COUNTY AND THE AUTHORITY; TO AUTHORIZE THE CHAIRMAN AND OTHER OFFICERS AND OFFICIALS OF THE COUNTY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

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

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

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

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public

corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, and a resolution of the Authority adopted on August 16, 2007, as supplemented on February 5, 2008, and a consent resolution of the Board of Commissioners of the County, adopted on August 16, 2007, as supplemented on February 5, 2008, the Authority issued its Revenue Bonds (Walton-Hard Labor Creek Reservoir Project), Series 2008 (the “Series 2008 Bonds”), in the original aggregate principal amount of \$40,990,000, for the purpose of (i) financing or refinancing a portion of the cost of acquiring, constructing, installing and equipping a reservoir and related treatment and transmission facilities (the “Projects”), (ii) paying capitalized interest on the Series 2008 Bonds, (iii) funding a debt service reserve fund and (iv) paying the costs of issuing the Series 2008 Bonds; and

WHEREAS, the Series 2008 Bonds were issued pursuant to a Trust Indenture, as supplemented by a First Supplemental Trust Indenture, each dated as of February 1, 2008 (collectively, the “2008 Indenture”), and each between the Authority and Regions Bank, Atlanta, Georgia, as trustee (the “2008 Trustee”); and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, and a resolution of the Authority adopted on March 1, 2016, and a consent resolution of the Board of Commissioners of the County, adopted on March 1, 2016, the Authority issued its Refunding Revenue Bonds (Walton-Hard Labor Creek Reservoir Project), Series 2016A, in the aggregate principal amount of \$34,300,000 (the “Series 2016A Bonds”) for the purpose of providing funds to (a) refund all of the outstanding Series 2008 Bonds (the “Refunded Series 2008 Bonds”), and (b) pay the costs of issuing the Series 2016A Bonds; and

WHEREAS, in connection with the issuance of the Series 2016A Bonds, the Authority and the County entered into an Intergovernmental Contract, dated as of March 1, 2016 (the “2016 Contract”), pursuant to which the Authority agreed to issue the Series 2016A Bonds to refund the Refunded Series 2008 Bonds and pay the costs of issuance thereof, and the County, in consideration of the Authority’s doing so, agrees to pay to the Authority amounts sufficient to pay the principal of and interest on the Series 2016A Bonds and to levy an ad valorem property tax (if necessary), on the assessed value of all property located within the County subject to such tax, at such rate or rates, unlimited as to amount, in order to pay the principal of and interest on the Series 2016A Bonds; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, and a resolution of the Authority adopted on October 20, 2021, and a consent resolution of the Board of Commissioners of the County, to be adopted on November 2, 2021, the Authority will issue, on or about November 15, 2021, its Taxable Refunding Revenue Bond (Walton-Hard Labor Creek Reservoir Project), Series 2021, in the original principal amount of not to exceed \$27,750,000 (the “Series 2021 Bond”) for the purpose of providing funds to (a) refund the Series



2016A Bonds, maturing in the years 2027 through 2038, inclusive (the “Refunded Series 2016A Bonds”), and (b) pay the costs of issuing the Series 2021 Bond; and

WHEREAS, in connection with the issuance of the Series 2021 Bond, the Authority and the County will enter into an Intergovernmental Contract (the “2021 Contract”), pursuant to which the Authority will agree to issue the Series 2021 Bond to refund the Refunded Series 2016A Bonds and pay the costs of issuance thereof, and the County, in consideration of the Authority’s doing so, will agree to pay to the Authority amounts sufficient to pay the principal of and interest on the Series 2021 Bond and to levy an ad valorem property tax (if necessary), on the assessed value of all property located within the County subject to such tax, at such rate or rates, unlimited as to amount, in order to pay the principal of and interest on the Series 2021 Bond; and

WHEREAS, because of present market conditions it is advisable, feasible and in the best interest of the Authority and the County that the Series 2021 Bond (the “Refunded Bond”), be refunded and called for redemption, in order to effect a savings in the debt service requirements on the County’s outstanding bonded indebtedness, and the Authority and the County have determined, after their own independent study and investigation, that it is in the best interest of the Authority and the County to refund the Refunded Bond; and

WHEREAS, pursuant to a resolution to be duly adopted by the Authority on October 20, 2021 (the “Bond Resolution”), the Authority authorized the issuance of its Refunding Revenue Bond (Walton-Hard Labor Creek Reservoir Project), Series 2026 (the “Series 2026 Bond”) in the original principal amount of not to exceed \$27,750,000, dated as of its date of issuance and delivery, for the purpose of refunding the Refunded Bonds; and

WHEREAS, the original principal amount of the Series 2026 Bond and interest rate or rates thereon will be determined by the Authority in a resolution supplementing the Bond Resolution to be adopted prior to the issuance and delivery of the Series 2021 Bond; and

WHEREAS, it is proposed that the Authority and the County should authorize the execution and delivery of an Intergovernmental Contract, dated as of February 1, 2026 (the “Contract”), between the County and the Authority, pursuant to which the Authority will agree to issue the Series 2026 Bond to provide funds to refund the Refunded Bonds, and the County, in consideration of the Authority’s doing so, will agree to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the boundaries of the County, at such rate or rates, unlimited as to amount, in order to pay the principal of and interest on the Series 2026 Bond (the “Contract Payments”); and

WHEREAS, the Series 2026 Bond shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, the Series 2026 Bond will be secured by a first lien on the Contract and the Contract Payments; and

WHEREAS, it is proposed the County should enter into a Forward Delivery and Purchase Agreement (the “Forward Delivery and Purchase Agreement”) by and among the

Authority, the County and Zions Bancorporation, N.A. (the “Purchaser”), as purchaser of the Series 2026 Bond, the terms of which provide for the sale of the Series 2026 Bond to the Purchaser at the election of the Authority as directed by the County; and

WHEREAS, it is necessary and proper that the Board of Commissioners of the County approve the form of the Bond Resolution, the Contract and the Placement Agreement, and authorize the Chairman of the Board of Commissioners of the County (the “Chairman”) to execute the Contract and the Placement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, Georgia, as follows:

Section 1. The Board of Commissioners hereby approves the form of the Bond Resolution, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made thereto with the consent of the Chairman.

Section 2. The execution, delivery and performance of the Contract are hereby authorized. The Chairman is hereby authorized to execute and deliver the Contract on behalf of the County, which Contract shall be in substantially the form attached hereto as Exhibit B with such minor changes, insertions or omissions as may be approved by the Chairman, and the execution of the Contract by the Chairman as hereby authorized shall be conclusive evidence of any such approval.

Section 3. The execution, delivery and performance of the Forward Delivery and Purchase Agreement is hereby authorized. The Forward Delivery and Purchase Agreement shall be in substantially the form presented at this meeting presented at this meeting and which is on file and record with the Clerk of the County.

Section 4. The County is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2026 Bond and the security therefor be declared valid in all respects.

Section 5. From and after the execution and delivery of the documents herein authorized, the proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the documents herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2026 Bond and the execution, delivery and performance of the documents herein authorized. Without limiting the foregoing, if the Chairman is not available to execute the documents herein authorized, the Vice-Chairman shall execute such documents on the Chairman’s behalf.

Section 6. The Chairman, and such other officials as may be required are directed to take such actions and to complete such transfers as are necessary to provide security for payment of the Series 2026 Bond in accordance with the Bond Resolution and any

amendments or supplemental resolutions of the Authority and to fulfill the obligations of the County pursuant to the Contract, as the same may be hereafter amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

Section 7. All acts and doings of the officers, agents and employees of the County which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Series 2026 Bond and the execution, delivery and performance of the Contract and the Placement Agreement shall be, and the same hereby are, in all respects, approved and confirmed.

Section 8. No stipulation, obligation or agreement herein contained or contained in the Contract shall be deemed to be a stipulation, obligation or agreement of the Chairman or the Clerk of the County in their individual capacity, and neither the Chairman nor the Clerk of the County shall be personally liable under the Contract, the Placement Agreement or on the Series 2026 Bond or be subject to personal liability or accountability by reason of the issuance thereof.

Section 9. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.



Adopted this 2<sup>nd</sup> day of November, 2021.

WALTON COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

EXHIBIT A

BOND RESOLUTION

EXHIBIT B

INTERGOVERNMENTAL CONTRACT

CLERK'S CERTIFICATE

The undersigned Clerk of Walton County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the County, at a meeting open to the public which was duly called and assembled on the 2<sup>nd</sup> day of November, 2021, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the County which is in my custody and control.

WITNESS my hand this 2<sup>nd</sup> day of November, 2021.

\_\_\_\_\_  
Clerk



RESOLUTION OF  
WALTON COUNTY, GEORGIA

WHEREAS, in 2001, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the “Authority”) acquired an approximately 1,620-acre site located south of Interstate 20 in Morgan, Newton and Walton Counties to develop a research park referred to as Stanton Springs; and

WHEREAS, in 2021, the Authority acquired an additional 665.17 acres north of Interstate 20 in Walton County, Morgan County and the City of Social Circle to develop an extension of Stanton Springs called Stanton Springs North; and

WHEREAS, to successfully market and develop Stanton Springs and Stanton Springs North and thereby generate jobs and investment in the region, the Authority requires the discretion to designate the most appropriate service provider based on ability to serve, proximity and tenant preference; and

WHEREAS, in 2012 the Walton County Service Delivery Strategy was updated to designate the Authority as the service provider for Water Supply and Distribution and Wastewater Collection and Treatment in Stanton Springs; and

WHEREAS, in April 2021, the Authority entered into a Intergovernmental Contract with Social Circle regarding Stanton Springs North which authorizes the Authority to designate service providers within the portion of Stanton Springs within the City of Social Circle; and

WHEREAS, Walton County and its cities seek to amend Walton County’s 2019 Service Delivery Strategy as updated in 2020 to include the Authority’s discretionary rights to determine service providers within Stanton Springs and Stanton Springs North as they exist now and as they may be expanded in the future for the following services: Building Inspections, Code Enforcement, Economic Development Services, Emergency Medical Services, Fire Protection, Natural Gas, Planning and Zoning, Wastewater Collection and Treatment, and Water Supply and Distribution; and

WHEREAS, the City of Monroe passed a Resolution on March 2, 2021 limiting its sanitary sewer wastewater utility services of any kind to the corporate city limits of the City of Monroe, Georgia with the exception of any property that is outside the corporate city limits but is currently connected to the City’s sewer system, and a 24-month allowance for property that is outside the corporate city limits and has paid a Sewer System Capacity Recovery Fee through an executed Development Agreement to connect to and be served by the Sewer System; and

WHEREAS, Walton County and its cities seek to amend Walton County’s 2019 Service Delivery Strategy as updated in 2020 to include the City of Monroe, Georgia’s updated sanitary sewer service area as prescribed in its March 2, 2021 Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, Georgia, that the Walton County Board of Commissioners supports the amendment to the Walton County Service Delivery Strategy which designates the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County as the service provider within Stanton Springs and Stanton Springs North for: Building Inspections, Code Enforcement, Economic Development Services, Emergency Medical Services, Fire Protection, Natural Gas, Planning and Zoning, Wastewater Collection and Treatment, and Water Supply and Distribution. If the Authority expands Stanton Springs or Stanton Springs North by resolution incorporating additional land therein, the Authority’s right to designate the service

providers in the above-listed service areas shall extend therewith. The Chairman is authorized to execute all appropriate documentation to carry out the intent of this Resolution.

The County also supports the amendment to the Walton County Service Delivery Strategy which incorporates the updates to the City of Monroe, Georgia’s sanitary sewer wastewater utility service area included in the March 2, 2021 Resolution and reflected in the updated forms and mapping to be included with the submission to the Georgia Department of Community Affairs.

All other portions of the 2019 Walton County Service Delivery Strategy as amended in 2020 shall remain unchanged.

The Chairman is authorized to execute all appropriate documentation to carry out the intent of this Resolution.

Walton County, GEORGIA

This \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
David Thompson, Chairman

(SEAL)

Attest:

\_\_\_\_\_  
Walton County Clerk



## SERVICE DELIVERY STRATEGY

# FORM 4: Certifications

### Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: WALTON COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>WALTON COUNTY</u>	Chairman	David Thompson		
<u>CITY OF BETWEEN</u>	Mayor	Robert Post		
<u>CITY OF GOOD HOPE</u>	Mayor	Randy Garrett		
<u>CITY OF JERSEY</u>	Mayor	Ronnie Thompson		
<u>CITY OF LOGANVILLE</u>	Mayor	Ray Martinez		
<u>CITY OF MONROE</u>	Mayor	John Howard		
<u>CITY OF SOCIAL CIRCLE</u>	Mayor	David Keener		
<u>CITY OF WALNUT GROVE</u>	Mayor	Mark Moore		

**STATE OF GEORGIA**

**COUNTY OF WALTON**

**A RESOLUTION TO AMEND SECTION 200, PARAGRAPHS 6 AND 7 OF THE WALTON COUNTY CIVIL SERVICE PERSONNEL RULES AND REGULATIONS**

**WHEREAS**, the Board of Commissioners of Walton County, Georgia desires to amend the Walton County Civil Service Personnel Rules and Regulations so as to allow new employees and employees who are promoted to begin with their new position’s starting salary at Step 3, rather than Step 6;

**WHEREAS**, Section 100, Paragraph 5 of the Walton County Civil Service Personnel Rules and Regulations authorizes the Walton County Board of Commissioners to amend or change said rules and regulations by resolution, “so long as such amendments or changes do not adversely affect a property interest of the covered employees or modify the relationship between the governing authority and the other appointing authorities”; and

**WHEREAS**, the amendment to the Walton County Civil Service Personnel Rules and Regulations hereby adopted does not adversely affect a property interest of the covered employees or modify the relationship between the governing authority and the other appointing authorities,

**NOW THEREFORE**, it is hereby **RESOLVED** that:

Section 200, Paragraph 6 of the Walton County Civil Service Personnel Rules and Regulations is hereby amended to read:

“Generally a new employee shall be paid the entry rate (i.e. Step 1) for his or her job’s particular classification. Employees may be hired at advanced steps through Step 3 due to exceptional experience or education qualifications of the applicant or recruiting difficulties as documented by the Appointing Authority. Entry Rates above Step 3 must have the approval of the Board of Commissioners.”

Section 200, Paragraph 7 of the Walton County Civil Service Personnel Rules and Regulations is hereby amended to read:

“Generally, when an employee is promoted to a position in a higher class, the employee’s salary shall be increased to the minimum rate for the higher classification in the new pay grade that will give the employee an increase of at least five (5) percent. When an employee is promoted to a higher classification that is more than two (2) pay grades higher than the employee’s current classification, the department head may recommend to the Appointing Authority that the employee’s salary be increased to the minimum rate for the higher classification in the new pay grade that will give the employee a salary increase of at least ten (10) percent. In no case shall an employee who is promoted to a position in a higher pay grade to be paid a salary less than that which the employee was receiving prior to the promotion nor shall the employee’s salary exceed the maximum salary of the pay grade. An employee whose position is reclassified to a higher classification shall have their salary increased in the same manner as if he or she were promoted to the new classification. All promotions and reclassifications are subject to the County’s budget and funding ability. Further, upon promotion to a position in a higher class, a promoted employee’s salary may



be increased at advanced steps through Step 6 for the new position due to exceptional experience, education, qualification, or recruiting difficulties as documented by the Appointing Authority.”

**SO RESOLVED AND ADOPTED this 2<sup>nd</sup> day of November, 2021.**

[SEAL]

\_\_\_\_\_  
**DAVID THOMPSON, Chairman**  
**WALTON COUNTY BOARD OF COMMISSIONERS**

**ATTEST:**

\_\_\_\_\_  
**RHONDA HAWK**  
**Walton County Clerk**

**Amendment Approved by  
BOC: 11-02-2021**

**WALTON COUNTY  
PROMOTIONS/RECLASSIFICATIONS**

**Amendment to Section 200 – Position Classification**

7. Promotions/Reclassifications – Generally, when an employee is promoted to a position in a higher class, the employee’s salary shall be increased to the minimum rate for the higher classification in the new pay grade that will give the employee an increase of at least five (5) percent. When an employee is promoted to a higher classification that is more than two (2) pay grades higher than the employee’s current classification, the department head may recommend to the Appointing Authority that the employee’s salary be increased to the minimum rate for the higher classification in the new pay grade that will give the employee a salary increase of at least ten (10) percent. In no case shall an employee who is promoted to a position in a higher pay grade to be paid a salary less than that which the employee was receiving prior to the promotion nor shall the employee’s salary exceed the maximum salary of the pay grade. An employee whose position is reclassified to a higher classification shall have their salary increased in the same manner as if he or she were promoted to the new classification. All promotions and reclassifications are subject to the County’s budget and funding ability. Further, upon promotion to a position in a higher class, a promoted employee’s salary may be increased at advanced steps through Step 3 for the new position due to exceptional experience, education, qualification, or recruiting difficulties as documented by the Appointing Authority.

**Amendment Approved by  
BOC: 11-02-2021**

**WALTON COUNTY  
PROMOTIONS/RECLASSIFICATIONS**

**Amendment to Section 200 – Position Classification**

6. Starting Salaries – Generally a new employee shall be paid the entry rate (i.e. Step 1) for his or her job’s particular classification. Employees may be hired at advanced steps through Step 3 due to exceptional experience or education qualifications of the applicant or recruiting difficulties as documented by the Appointing Authority. Entry Rates above Step 3 must have the approval of the Board of Commissioners.



**Proposal for Project Management Services – Walton County Georgia – Walnut Grove Park October 08, 2021**

**BETWEEN:** **Walton County Board of Commissioners**  
303 South Hammond Drive, Suite 330  
Monroe, GA 30655  
C.O: David Thompson, Chairman

Hereinafter referred to as the **Walton County or Owner.**

**AND:** **ASCENSION Program Management, LLC.**  
2990 Summit Lane  
Monroe, Georgia 30655  
C.O: Thomas J. “Jeff” Prine, CEO/President

Hereinafter referred to as **APM**

**FOR: Walton County Georgia – Walnut Grove Park - Project Management Services**

Hereinafter referred to as the Project.

**PROJECT UNDERSTANDING**

Walton County, Georgia wishes to develop a new, approximate 120 Acre Park, (Walnut Grove Park) located at intersection of HWY 81 and Anglin road. Park is to include Active Recreational Facilities such as Baseball Fields, Gymnasium, Multi-Purpose Fields, and various support elements. Walton County needs assistance in APM providing Project Management Services.

Our roles include:

- 1. **ASCENSION PM** – Point of Contact for Client and service provider.

**ASSUMPTIONS** The fees for Basic Services are predicated on the following conditions:

- 1. Total Duration of APM Services is 19 Months (October 15, 2021 – May 31, 2023)
- 2. Walton County has contracted with Precision Planning to provide Design and some support services such as Preliminary Field survey & Geo Technical services.
- 3. APM to develop an RFQ/B and oversee the evaluation and selection process seeking a General Contractor for this project.
- 4. Walton County will provide space and access to printers and copiers for report generation and meetings with staff.
- 5. Walton County will assist in providing a Working Committee made up of Staff and others to participate in the review, evaluation of General Contractors providing qualifications and bidding on said project.
- 6. Walton County will provide specific information about the existing property being used for this new Park.
- 7. Walton County wishes for this project to be completed no later than Spring 2023.



**Walton County Georgia – Walnut Grove Park - Project Management Services**

October 08, 2021

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**SCOPE OF BASIC SERVICES:** APM’s Scope of Basic Services indicated as follows:

**TASK 1.0 – MASTER PLAN / PROJECT DUE DILIGENCE:** Because this project is completely new and on a virgin piece of property, it behooves us to make our first steps be Master Planning and Due Diligence.

**1.1.1 Due Diligence.** APM will work with Walton County Staff and the Design Consultant to oversee the reviewing of existing data surrounding the property to be utilized. This should include but not be limited to; Field Survey, Geo Technical (Soils and Rock Mapping), and locating all Utilities. Ultimate goal of this effort is to identify and locate all constraints that will affect the design of said Park Elements.

**1.1.2 Master Planning** APM, working with Walton County Staff and Design Consultant will oversee the development of a Comprehensive Master Plan for said property. Master Plan will include:

- o Conceptual design of all Park & Support Elements determined by the Parks and Recreation Director.
- o Conceptual design of all Infrastructure Elements such as Roads (Ingress / Egress), Parking, Stormwater / Water Quality Detention systems, and Utility Connection points.
- o Order of Magnitude Budget Estimate for each Element and overall Park Development Costs.

**1.1.3 Phase 1 Prioritization.** APM, working with Walton County Staff and Design Consultant will analyze Master Plan and Order of Magnitude Budget Estimate and develop a Priority Order. This Priority Order will be adjusted to stay within the Phase 1 Budget. These Phase 1 Elements will be those that move forward into the Design Phase.

**SUB-TASK 2.0 – DEVELOP & MANAGE FINANCIAL PROJECT DASHBOARD:**

**1.2.1 Develop Dashboard.** APM, working with Walton County Director of Facilities will develop a specific Dashboard that meets the specific requirements for the Project. This Dashboard will take the overall project funding and break it down into sub elements that can be tied to specific vendors and contracts. It will include a monthly invoice / expenditure tracking system.

**1.2.2 Reports.** With Walton County’s assistance, APM will develop specific reports as required to meet the needs of the Facilities Director, Department Director, and Finance Department. In addition, each reports generation and submission date on a monthly basis will be determined.

**1.2.3 Finance & Project Budget Reconciliation.** APM will require that all Invoices tied to the Project’s Budget come to us for review prior to being paid. APM will monitor all contracts and fees tied to the Projects Budget line items. Once an Invoice is reviewed and ready for payment, APM will forward to the Department Director and Finance recommending so.

**TASK 2.0 - PROJECT DESIGN PHASE MANAGEMENT:** include the following Tasks:

**2.0 DESIGN PHASE COORDINATION.** APM will serve as the Owner’s representative in coordination of the Design Consultant 's activities and will provide leadership with respect to the implementation of design phase procedures by all parties. The Owner will make all related design decisions with the technical assistance of APM.

*The below tasks will be accomplished to the best of their ability while maintaining the schedule.*

- **Schematic Design:**
  - Presentation to and approval from the Owner on a proposed Schematic Design Report.
- **Design Development:**
  - Presentation to and approval from the Owner on a proposed Design Development Report.
- **Construction Documents:**
  - Presentation to and approval from the Owner on a proposed Construction Documents Report.

**2.1 MONITOR DESIGN SCHEDULE.** APM will expedite the flow of information between the Owner, the Design Consultant , and other parties. APM will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.

**2.2 DESIGN PROGRESS MEETINGS.** APM will conduct design progress meetings in conjunction with the Owner, Design Consultant Team, and others found necessary. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and noted. APM will coordinate the Design Consultant ’s recording, transcribing, and distributing of minutes of these meetings to all attendees and all other appropriate parties.

**2.3 COST MANAGEMENT PROCEDURES.** APM will implement and maintain cost management procedures throughout the Design phase.

**2.4 LIMITED DESIGN REVIEW.** APM shall review the in-progress design documents for adherence to the Design Documents. This limited review will be provided at the Schematic Design Phase and all succeeding design phases. APM’s comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, the performance of design reviews will not:

- Relieve the Design Consultant of its responsibility to provide sound design and properly prepare contract documents; and
- Make APM in any way responsible for, liable for, or an insurer of the design and/or performance of the Design Consultant .

**2.5 CONSTRUCTABILITY REVIEW.** Subject to the preceding paragraph, APM will provide input to the Owner and Design Consultant Team relative to value, sequencing of construction, duration of construction of various building methods, and constructability.

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- 2.6 COORDINATION REVIEW.** APM will review the Design Consultant 's 95% contract document submissions and provide written comments on the various disciplines, including architectural, structural, mechanical, electrical, and plumbing.
- 2.7 COORDINATE DESIGN COMMENTS.** APM will provide coordination between the Design Consultant and the Owner, to obtain the proper flow of information. APM will coordinate the design reviews at the Schematic Design, Design Development, 95% Construction Documents and 100% Construction Documents phases and will compile and expedite Owner's comments to the Design Consultant .
- 2.8 EXPEDITE AGENCY REVIEWING AND APPROVALS.** APM will oversee the Design Consultant 's efforts in securing and transmitting appropriate documents to the various approving and / or permit agencies at the appropriate times.
- 2.9 DESIGN PHASE SCHEDULE.** APM will continuously monitor the design phase schedule and make reports to the Owner and Design Consultant . APM will advise the Design Consultant and Owner when potential or actual constraints to the schedule exist and make recommendations for corrective action.
- 2.10 COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development, 95% CD or 100% CD Estimates, APM will conduct cost adjustment sessions with the Design Consultant and Owner. At the end of these sessions, APM, in conjunction with Owner, will request commitments from the Design Consultant for design adjustments to the documents.
- 2.11 VALUE ANALYSIS STUDY.** APM will participate in a value analysis study on major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service. This value analysis will be reviewed with the Owner, Design Consultant , and other appropriate parties.
- 2.12 TRADE-OFF STUDIES.** APM will participate in a cost comparative analysis on various construction components. The results of the trade-off studies will reviewed with the Owner, Design Consultant, and other appropriate parties.
- 2.13 VALUE ENGINEERING.** APM will participate in a Value Engineering Workshop on the Project as found necessary. The results of this effort will be reviewed with the Owner and Design Consultant.
- 2.14 COST MONITORING.** APM will monitor the cost of the design in each phase. APM will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as-needed basis.

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**TASK 3.0 – BID & AWARD - CONSTRUCTION SERVICES:** The following illustrates the sub tasks APM proposes under this task.

- 3.1 Walton County RFQ/B Boiler Plates.** APM will work with Walton County Purchasing Manager to review existing Boiler plates as our starting point in the development of said documents.
- 3.2 Develop RFQ/B for General Construction Services.** APM, working with Walton County Staff, will develop a specific Request for Qualifications/Bids for said project. This draft will be developed in a manner that meets the State of Georgia Qualification Process standards. This is a Two-Part process. Part 1 includes the issuance of the RFQ/B asking General Contractors to provide their Qualifications. Part 2 includes issuance of Bid Documents to Qualified General Contractors requesting they provide a Competitive Lump Sum Bid.  
APM will work with the Purchasing Manager and County Attorney to present and develop required Contracts for said Bid Packages.
- 3.3 Finalize RFQ/B for General Construction Services.** APM, working with Walton County Staff, will finalize the Request for Qualifications/Bids and see that proper Advertisements are placed in the Walton County Website and Georgia Procurement Registry.
- 3.4 Walton County RFQ/B Review Committee.** APM will assist Walton County Staff in identifying and organizing a Review Committee made up Facilities Director, Department Director, Design Consultant, and Purchasing Manager. APM will manage this Committee throughout the process.
- 3.5 Identify Pre-Qualified General Construction Firms.** APM will work with Walton County Staff will issue an RFQ/B requesting General Construction Firms to provide specific Qualifications for consideration.
- 3.6 Pre- RFQ/B Meeting.** APM, along with the Design Consultant, will host Pre-RFQ/B meeting. This meeting will be utilized to explain to interested General Contractors the specific Qualifications necessary to be identified Qualified and scope of services being required for Bid.
- 3.7 RFQ/B Submissions Review.** Once RFQ/B Submissions are received, APM will work with the Purchasing Manager and Review Committee to review Qualifications and determine those Qualified to receive the Bid Documents.
- 3.8 Issuance of Bid Documents to Qualified Bidders.** APM will oversee the Design Consultant issuing Bid Documents to the Qualified General Contractors.
- 3.9 Receipt and Review of Competitive Bids:** APM, working alongside the Purchasing Manager and Design Consultant, will receive and review all Competitive Bids received from the Qualified General Contractors. Goal is to ensure that all scope of work is covered and determine who has provided the “Best Competitive Bid/Price for the project.



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**3.10 Board of Commissioners Action.** APM will, as determined necessary and in coordination with the Purchasing Manager, present process followed, Firms deemed Qualified, final rankings of Competitive Bids and a “Best Competitive Bid” for consideration by the Walton County Commissioners for Award.

**3.11 General Contractor Contract Execution.** APM will, in coordination with the Purchasing Manager and County Attorney, work with the General Contractor who has provided the “Best Competitive Bid” to finalize execution of said Contract. In addition APM will ensure that all other documents such as Performance and Payment Bonds and Certificate of Insurance are received and reviewed for completeness.

**TASK 4.0 - PROJECT CONSTRUCTION PHASE MANAGEMENT:** as divided into Two Sub-Tasks:

1. Administration of the Projects.
2. Project Completion / Close-out Services.

**SUB-TASK 4.1 - ADMINISTRATION OF THE PROJECTS.**

APM will provide contract administration as an agent and representative of Owner and to establish and implement coordination procedures between the Owner, Design Consultant and General Contractor.

**4.1.2 CONTRACT ADMINISTRATION.** APM will administer the contract as provided in the General, Supplementary and Special Conditions of the contract for construction.

**4.1.3 SUBMITTAL PROCEDURES.** APM will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary documentation. As the Owner's representative, APM will be the party through which change orders, payment requests, submittals and information will be processed from General Contractor to the Owner and/or Owner to the General Contractor .

**4.1.4 JOB SITE MEETINGS.** APM will conduct periodic job-site progress meetings with the General Contractor , conduct an overall coordination meeting with all team members, and will oversee the recording, transcribing and distribution of minutes by the General Contractor to all attendees, the Owner, and all other appropriate parties.

**4.1.5 COORDINATION OF TECHNICAL SPECIAL INSPECTIONS AND TESTING.** APM will coordinate the technical special inspections and testing provided by the Owner’s Material Testing Company and / or by the General Contractor as part of their contract administration if so established. All technical special inspection reports will be in a format approved by APM and will be received by the APM and General Contractor on a regular basis.

**4.1.6 CONSTRUCTION OBSERVATION.** APM will make reasonable efforts to observe the progress of the Work and advise the Owner of any deviations, defects or deficiencies observed in the Work.

- APM's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.

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- These observations will not, however, cause APM to be responsible for those duties and responsibilities which belong to the General Contractor, and which include, but are not limited to, the Design Consultant’s obligation to produce clear, accurate drawings and specifications and the responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- As outlined within this agreement, APM will provide periodic on-site inspection services.

**4.1.7 NON-CONFORMING WORK.** APM will, in conjunction with the Design Consultant , make recommendations for corrective action on observed nonconforming work. APM will make recommendations to the Owner and General Contractor in instances where APM observes work that, in its opinion, is defective or not in conformance with the Contract Documents.

**4.1.8 EXERCISE OF CONTRACT PREROGATIVES.** When appropriate, APM will advise the Owner of any recommendations for exercising contract prerogatives, such as giving the General Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to General Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.

**4.1.9 PROJECT/CONSTRUCTION SCHEDULE.** Upon the transmission of a Notice of Award by Walton County to the successful General Contractor, APM will review the General Contractor's development of its detailed project/construction schedule within the framework of the submitted Preliminary Provisional Network.

- Using the critical path method, this schedule will have no activity duration greater than 14 calendar days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction.
- APM will receive the detailed Schedule from the General Contractor and distribute to the Owner and other appropriate parties.

**4.1.10 SCHEDULE OF VALUES.** APM will review and coordinate the General Contractor’s reconciling of the Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

**4.1.11 CONSTRUCTION PROGRESS REVIEW.** APM will review the progress of construction with the General Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.

- This review will reflect the General Contractor's contractual progress and be the basis for the monthly progress payment to the General Contractor.
- This review will indicate to the Owner when notices to the Design Consultant for acceleration of the Work and Owner prerogatives are appropriate.

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**4.1.12 MONTHLY CONSTRUCTION SCHEDULE UPDATES.** APM will review the monthly construction schedule updates prepared by the General Contractor. After an evaluation of the actual progress as observed by APM; schedule activities will then be assigned percentage-complete values in conjunction with the General Contractor.

- The review will reflect actual progress as compared to schedule progress noting variances (if any) as negative float.
- This review will also be the basis for determining implementation of certain Owner prerogatives concerning progress of the Project, when required.

**4.1.13 MONTHLY DESIGN CONSULTANT ’S PAYMENT.** APM will coordinate with the General Contractor a review of the monthly payment request and make recommendations pertaining to payment to each.

- This activity will be an integral part of the monthly progress review updates. However, if it should later be found that a General Contractor has failed to comply with the provisions of its contract with the Owner in any way or detail, such failures and subsequent compliance will be the sole responsibility of the General Contractor.
- By issuing a Certificate for Payment and by processing applications for payment, the APM shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the General Contractor has used the previous monies paid on account of the construction contract sum.

**4.1.14 RECOVERY SCHEDULE.** APM shall enforce the, Supplementary and Special Conditions of the Contract where it pertains to the development of a Recovery Schedule by the General Contractor.

- This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the General Contractor to recapture the lost time and complete the Work in accordance with the Completion Dates.
- This Recovery Schedule will be distributed from the General Contractor to APM, the Owner and other appropriate parties.

**4.1.15 CHANGE ORDER PROCESSING SYSTEM.** APM will establish and implement a Change Order processing system as set forth in the requirements of the General Construction Contract.

- All requests for proposals will first be set forth in a letter by the Design Consultant outlining in detail the change and accompanied by technical drawings and specifications if necessary.
- The request for proposal will be transmitted to the General Contractor and a detailed breakdown of cost and time extension requested will be returned to APM from the General Contractor for evaluation.
- APM will make recommendations to the Owner prior to execution of change orders.
- All change orders and requests for proposals will be tracked in the General Contractor’s COP log, which will be the basis for the Change Order report to the Owner. All Change Orders will be approved and executed following Walton County procedures.

**4.1.16 EVALUATE PROPOSAL COST.** APM will evaluate the General Contractor 's Change Order Proposal (COP) cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.

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- 4.1.17 NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** APM will negotiate change order costs and time extensions on behalf of the Owner when appropriate. APM will advise the Owner of acceptability of price and time extension prior to the execution of any change order.
- 4.1.18 FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Owner, APM will review the daily force account records provided by the General Contractor or Owner to determine the actual worth and time required for the work.
- 4.1.19 EQUIPMENT INSTRUCTION MANUALS.** Unless otherwise directed by Walton County, APM will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.
- 4.1.20 AS-BUILT DOCUMENTS.** APM will perform coordination and expediting functions in connection with the General Contractor’s obligation to provide "as-built" documents.
- 4.1.21 TRAINING SESSIONS.** APM will coordinate with the General Contractor to schedule training sessions for the Owner’s maintenance and operational personnel and will assure that the General Contractor’s obligation in providing this training is fulfilled.
- 4.1.22 SUBSTANTIAL COMPLETION.** APM will decide of the remaining work necessary for Substantial Completion and notify the General Contractor of any observed deficiencies. When incomplete work or defective work has been remedied, APM will advise the Owner of acceptability of Project completeness and request the General Contractor to issue a Certificate of Substantial Completion. In the event of remaining incomplete items, the APM will, upon the Owner’s concurrence, issue Certificate of Substantial Completion with exceptions noted.
- 4.1.23 FINAL COMPLETION.** APM will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Projects, make a report to the Owner which will indicate whether APM will find the work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the General Contractor.

**SUB-TASK 2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:**

- 4.2.1 OCCUPANCY PERMIT.** APM will coordinate the General Contractor in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in Special Inspections testing and other necessary and reasonable activities.
- 4.2.2 ANNUAL WARRANTY INSPECTION.** APM along with the Walton County Staff and General Contractor will conduct a 1 Year Annual Warranty Inspection, at or near the anniversary of Substantial Completion. Items found defective will be added to a list and the General Contractor found responsible for their repair or replacement.



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**COMPENSATION**

**APM** proposes to provide the above Scope of Services on a **Cost Not to Exceed** Basis as below:

**TASK 1.0 – Master Plan / Project Due Diligence.**

Projected Schedule (Oct. 15 – Dec. 17, 2021)  
Fee = 80 Man-Hours x \$125 MH = **\$10,000.00**

**TASK 2.0 – Project Design Phase Management.**

Projected Schedule (Jan. 03 – May 31, 2022)  
Fee = 34 MHs per month x 5 = 170 MHs x \$125 = **\$21,250.00**

**TASK 3.0 – Bid & Award – Construction Services.**

Projected Schedule (Apr. 01 – June 21, 2022)  
Fee = 68 MHs x \$125 MH = **\$ 8,500.00**

**TASK 4.0 – Project Construction Phase Management.**

Projected Schedule (July 01, 2022 – May 31, 2023) =  
Fee = 34 MHs per month x 10 months = 340 MHs x \$125 = **\$42,500.00**

**TOTAL: \$82,250.00**

For any additional services approved by the Owner, the following 2021 hourly rates will apply:

Sr. Project Manager	\$125.00 MH
Project Manager	\$120.00 MH
Project Controls - Estimator	\$140.00 MH
Scheduler	\$145.00 MH

**REIMBURSABLE COSTS (Budget)**

Reimbursable costs, or expenses incurred in direct relationship to this project, and are included as part of the **Cost Not to Exceed Fees**. They include such items as, trips to Walton County Facilities for meetings or to the Project Site. They exclude long distance telephone and transmittals, printing, postage, and courier services.

Any Reimbursable scope not identified above is not included within the Cost Not to Exceed Fees listed above and shall be billed at 1.1 times actual cost incurred.

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Proposed by:

**ASCENSION Program Management, LLC.**



Thomas J. Prine, CCM, LEED AP  
CEO / President

Accepted by:

**Walton County Board of Commissioners**

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Signature

David Thompson – Chairman

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Date

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**TERMS AND CONDITIONS**

These terms and conditions and the proposal to which this document is attached shall fully govern any services performed by the APM as Consultant for the Owner and constitutes the "Agreement". "Owner" shall mean the person, firm, corporation, or his designated agent for whom services are to be performed. "Proposal" shall mean the letter, proposal, quotation, or other notification wherein APM offer to furnish services and to which these Terms and Conditions are attached. "Services" shall mean those services described in the Proposal and any other services as may be addressed or performed in connection with this Agreement, consisting of the Proposal and these Terms and Conditions. Contractor shall be that party whom the Owner has engaged for construction services.

**SCOPE OF SERVICES DOES NOT INCLUDE DESIGN SERVICES:**

The work performed by APM shall not be construed as design services. APM will perform Project Management services for said project.

**RIGHT OF ENTRY:** APM will coordinate entry with Walton County Staff. APM will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration or damage which may result from our operations. If Owner desires us to restore the land to its former condition, we will comply and add the cost to the fee.

**CHANGED CONDITIONS:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to APM are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, APM may call for renegotiations of appropriate portions of this Agreement. APM shall notify the Client of the changed conditions necessitating renegotiations, and APM and the Client shall promptly and in good faith enter into renegotiations of this Agreement. In establishing fees for any additional services to be performed, APM shall utilize the same fee schedule already agreed upon.

If during the execution of the work we are required to: 1) perform other services; 2) make revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions received in previous submittal phases; 3) make revisions as a result of changes in the scope of work including but not limited to such things as requests by the owner, requirements of third parties or changes in schedule; or, 4) making revisions, including revisions made necessary by any adjustments in the program or project budget; additional charges will be applicable at mutually agreed upon rates.

**INFORMAL DOCUMENTS:** From time-to-time APM may provide the Owner with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Owner should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

**SITE SAFETY:** APM will make visits to the job site to observe the progress of the work and to observe whether it is, in general, being performed in accordance with the plans. APM shall not be responsible for safety in or about the job site; shall not be in control of the safety or adequacy of any equipment, building component, scaffolding, excavation, forms, or other work aids; and shall not be responsible for superintending the work. APM shall not have the authority or a duty to stop the work. The Owner agrees that the Owner, APM and APM's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy.

**STANDARD OF CARE:** In providing services under this Agreement, APM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. APM make no warranty, express or implied, as to its professional services rendered under this Agreement.

**DELAYS:** APM is not responsible for delays caused by factors beyond APM's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of APM's services or work product promptly, or delays caused by faulty performance of the Owner or by contractors of any level. When such delays beyond APM's reasonable control occur, the Owner agrees APM is not responsible for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

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**OWNER DISCLOSURE:** Owner agrees to advise APM prior to execution of this Agreement of any hazardous substances or any condition, known or that should be known by Owner existing in, on, or near the site that presents a potential danger to human health, the environment, or equipment. Owner agrees to provide continuing information as it becomes available to the Owner in the future. By entering into this Agreement and providing services hereunder, we do not assume control of or responsibility for the site or any person in charge of the site, or undertake responsibility for reporting to any Federal, State, or local public agencies any conditions of the site that may present a potential danger to public health, safety, or the environment. Owner agrees to notify the appropriate Federal, State, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment.

**INSURANCE:** APM shall at his own expense, carry and maintain the following insurance:

- a. Worker's Compensation \$1,000,000
- b. General Liability
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000

**PAYMENT:** Unless otherwise agreed and noted herein, invoices will be rendered bi-monthly for the estimated percentage of the services completed. APM will invoice for its services during each period. Payment is due upon receipt of the invoice. If payment is not received within thirty (30) days from the invoice date, Owner agrees to pay a service charge on the past due amount at the rate of one and one-half percent (1.5%) per month. If the Owner fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by APM. The Owner agrees to bear the cost of all collection efforts associated with unpaid invoices including, but not limited to the reasonable value of APM's time, attorney's fees, expenses, and court costs. The Owner agrees that he will not hold APM responsible for any damages associated with suspension or termination of services due to non-payment of invoices. The Owner further acknowledges that payment of invoices releases APM from all liability associated with the project.

**LIMITATION OF LIABILITY**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of APM to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty (express or implied) of APM, shall not exceed the total fees paid by the Client to APM for services under this Agreement.

**PROMPT NOTICE**

Client will give prompt written notice to APM whenever Client observes or becomes aware of any development that affects the scope or timing of APM's Scope of Services.

**FURNISHED DATA**

Client will provide APM with all data and information regarding Client's requirements for the Project in its possession, including, but not limited to, previous reports, maps, surveys, and all other information relating to APM's Scope of Services on the Project. APM shall be entitled to rely upon the accuracy, timeliness and completeness of the information provided by Client

**FORCE MAJEURE**

Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**DISPUTE RESOLUTION:** The parties agree to attempt to resolve any dispute without resort to litigation through the use of direct negotiations or mediation. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.



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**SEVERABILITY:** In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

**INTEGRATION:** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied.

**SURVIVAL:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and APM shall survive the completion of the services and the termination of this Agreement.

**TERMINATION/CANCELLATION**

This Agreement may be terminated by the Client for convenience after seven (7) days written notice to APM. In event of such termination, APM shall be compensated for services performed and necessary expenses incurred to the date of termination.

This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party. In the event of such a termination, APM shall be paid its compensation for services performed to the date of termination, services of professional consultants then due and all termination expenses. No amount shall be paid in addition to the termination expenses if the termination is due to APM's failure to substantially perform in accordance with the terms of this Agreement.

**GOVERNING LAW:** All claims, disputes or controversies, or other matters in question arising out of or relating to the project or to performance of this Agreement shall be decided under the laws of the State of Georgia.



**Proposal W.2 - Project Management Services -  
Walton County Georgia - Hammond Dr. Government  
Building Courtroom Renovation  
October 21, 2021**

**BETWEEN:** **Walton County Board of Commissioners**  
303 South Hammond Drive, Suite 330  
Monroe, GA 30655  
C.O: David Thompson, Chairman

Hereinafter referred to as the **Walton County or Owner.**

**AND:** **ASCENSION Program Management, LLC.**  
2990 Summit Lane  
Monroe, Georgia 30655  
C.O: Thomas J. "Jeff" Prine, CEO/President

Hereinafter referred to as **APM**

**FOR: Walton County Georgia – Hammond Drive Government Bldg. Courtroom Renovation – W.2 - Project Management Services**

Hereinafter referred to as the Project.

**PROJECT UNDERSTANDING**

Walton County, Georgia wishes to renovate a Courtroom in the Hammond Drive Government Building located at 303 South Hammond Drive, Suite 330, Monroe Georgia 30655. Project consists of a complete renovation to enlarge and modify the Jury Box, Deliberation Room, Witness Waiting, and Inmate holding. Also includes an upgrade to the Low Voltage and Audio-Visual Systems. Walton County needs assistance in APM providing Project Management Services.

Our roles include:

1. **ASCENSION PM** – Point of Contact for Client and service provider.

**ASSUMPTIONS** The fees for Basic Services are predicated on the following conditions:

1. Total Duration of APM Services is 10 Months (November 01, 2021 – August 01, 2022)
2. APM recommends that a Design-Build process be utilized due to the fact that this is a major renovation to an existing space in an operating facility.
3. APM to develop an RFP and oversee the evaluation and selection process seeking a Design Build Team for this project.
4. Walton County will provide space and access to printers and copiers for report generation and meetings with staff.
5. Walton County will assist in providing a Working Committee made up of Staff and others to participate in the review, evaluation of Design Build Teams providing submissions on said project.

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- 6. Walton County will provide specific information related to the Low Voltage & Audio-Visual systems they wish to upgrade to.
- 7. Walton County wishes for this project to be completed no later than August 2022.

**SCOPE OF BASIC SERVICES:** APM’s Scope of Basic Services indicated as follows:

**TASK A – DEVELOP & MANAGE FINANCIAL PROJECT DASHBOARD:**

- A.1 Develop Dashboard.** APM, working with Walton County Director of Facilities will develop a specific Dashboard that meets the specific requirements for the Project. This Dashboard will take the overall project funding and break it down into sub elements that can be tied to specific vendors and contracts. It will include a monthly invoice / expenditure tracking system.
- A.2 Reports.** With Walton County’s assistance, APM will develop specific reports as required to meet the needs of the Facilities Director, Department Director, and Finance Department. In addition, each reports generation and submission date on a monthly basis will be determined.
- A.3 Finance & Project Budget Reconciliation.** APM will require that all Invoices tied to the Project’s Budget come to us for review prior to being paid. APM will monitor all contracts and fees tied to the Projects Budget line items. Once an Invoice is reviewed and ready for payment, APM will forward to the Department Director and Finance recommending so.

**TASK 1.0 – REQUEST FOR PROPOSALS:** as divided into Four Sub-Tasks:

- Sub Task 1.1 Draft RFP.
- Sub Task 1.2 Develop and manage proposal process.
- Sub Task 1.3 Manage interview and final evaluation of short-listed teams.
- Sub Task 1.4 Assist in presenting final recommendations and other required Walton County for Actions.

**SUB-TASK 1.1 – DRAFT RFP:** The following illustrates the sub tasks APM proposes under this task.

- 1.1.1 Walton County RFP Boiler Plates.** APM will work with Walton County Purchasing/Staff to review existing RFP Boiler plates as our starting point in the development of said documents.
- 1.1.2 Develop RFP for Design-Build Services.** APM, working with Walton County Staff, will develop a specific Request for Proposals for said services for the projects. This draft will be presented to the Staff for input and edits.
- 1.1.3 Finalize RFP for Design-Build Services.** APM, working with Walton County Staff, will finalize the Request for Proposals.

**SUB-TASK 1.2 – DEVELOP & MANAGE PROPOSAL PROCESS:**

- 1.2.1 Walton County Proposal & Interview Review Committee.** APM will assist Staff in identifying and organizing a Proposal Review Committee made up of members as designated by Staff. APM will manage

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this Committee throughout the process.

- 1.2.2 Identify Qualified Design-Build Firms or Teams.** APM will work with Staff to identify specific Design-Build Firms or Teams qualified to provide necessary services.
- 1.2.3 Pre- Proposal Meeting.** APM will host Pre-Proposal meeting. This meeting will be utilized to explain to qualified proposers the specifics scope of services being required and any initial design components the projects require.
- 1.2.4 Proposal Review and Short List Process management.** Once Proposals are received, APM will distribute to the Proposal & Interview Committee members with a timetable for their review.
- 1.2.5 Proposal review meeting (s).** APM will host meetings with the Proposal Review Committee to formally review each of the proposals received, and to develop a score for each. Once scored, the top Three Proposers (Short List) will be requested to enter the next phase of the process.

### **SUB-TASK 1.3 – MANAGE INTERVIEW AND FINAL EVALUATION OF SHORT-LISTED TEAMS:**

- 1.3.1 Interviews of Short-Listed Teams:** If found necessary, APM will coordinate with each Short-Listed team and advise them of the specific requirements of their upcoming interview. APM will schedule both the Teams and Proposal & Interview Committee and coordinate all related tasks.
- 1.3.2 Interview:** APM will assist the Proposal & Interview Committee in preparation prior to interviews. APM will facilitate the Interviews themselves and assist the Committee and Shot Listed firms during each.
- 1.3.3 Compilation of Scores and Final Recommendations:** APM will compile the scores of each interviewed team and formulate a ranking for final consideration of the Committee. Once acceptance of the final ranking is achieved, APM will record and prepare for the final step in this process.
- 1.3.4 Construction Contract Negotiations:** APM will negotiate on behalf of the Owner with the Design-Builder when negotiation for added or deleted scope is necessary prior to award of contract. In addition, once authorization has been received from the appropriate authorities, APM will issue a Notice of Award to the Contractor and request all Insurance and Bonds to be provided for review.
- 1.3.5 Design-Build Contract (s):** APM will assist the Owner in the preparation of the Design-Build contract(s). Once the executed contract has been received back from the Design-Builder, APM will seek the proper signatures. Once the contract has been executed on behalf of the Owner, APM will issue a Notice to Proceed to assure a proper start of the Design-Build process.

### **SUB-TASK 1.4 – WALTON COUNTY BOARD ACTIONS:**

- 1.4.1 Review of Scores and Rankings.** APM will, as determined necessary, present the final rankings and recommended Team to the Walton County leadership for review and consideration.



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**1.4.2 Commissioners Action.** APM will, as determined necessary, present process followed, short listed teams, final rankings, and a recommended team for consideration by the Walton County Commissioners for Award.

**TASK 2.0 - PROJECT DESIGN PHASE ACTIVITIES / SERVICES:** as divided into the following Sub-Tasks:

**2.0 DESIGN PHASE COORDINATION.** APM will serve as the Owner’s representative in coordination of the Design-Builder’s activities and will provide leadership with respect to the implementation of design phase procedures by all parties. The Owner will make all related design decisions with the technical assistance of APM.

*The below tasks will be accomplished to the best of their ability while maintaining the schedule.*

- **Schematic Design:**
  - Presentation to and approval from the Owner on a proposed Schematic Design Report.
- **Design Development:**
  - Presentation to and approval from the Owner on a proposed Design Development Report.
- **Construction Documents:**
  - Presentation to and approval from the Owner on a proposed Construction Documents Report.

**2.1 MONITOR DESIGN SCHEDULE.** APM will expedite the flow of information between the Owner, the Design-Builder, and other parties. APM will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.

**2.2 DESIGN PROGRESS MEETINGS.** APM will conduct design progress meetings in conjunction with the Owner, Design-Build Team, and others found necessary. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and noted. APM will coordinate the Design-Builder’s recording, transcribing, and distributing of minutes of these meetings to all attendees and all other appropriate parties.

**2.3 COST MANAGEMENT PROCEDURES.** APM will implement and maintain cost management procedures throughout the Design phase.

**2.4 LIMITED DESIGN REVIEW.** APM shall review the in-progress design documents for adherence to the Design Documents. This limited review will be provided at the Schematic Design Phase and all succeeding design phases. APM’s comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, the performance of design reviews will not:

- Relieve the Design-Builder of its responsibility to provide sound design and properly prepare contract documents; and
- Make APM in any way responsible for, liable for, or an insurer of the design and/or performance of the Design-Builder.

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- 2.5 CONSTRUCTABILITY REVIEW.** Subject to the preceding paragraph, APM will provide input to the Owner and Design-Build Team relative to value, sequencing of construction, duration of construction of various building methods, and constructability.
- 2.6 COORDINATION REVIEW.** APM will review the Design-Builder's 95% contract document submissions and provide written comments on the various disciplines, including architectural, structural, mechanical, electrical, and plumbing.
- 2.7 COORDINATE DESIGN COMMENTS.** APM will provide coordination between the Design-Builder and the Owner, to obtain the proper flow of information. APM will coordinate the design reviews at the Schematic Design, Design Development, 95% Construction Documents and 100% Construction Documents phases and will compile and expedite Owner's comments to the Design-Builder.
- 2.8 EXPEDITE AGENCY REVIEWING AND APPROVALS.** APM will oversee the Design-Builder's efforts in securing and transmitting appropriate documents to the various approving and / or permit agencies at the appropriate times.
- 2.9 DESIGN PHASE SCHEDULE.** APM will continuously monitor the design phase schedule and make reports to the Owner and Design-Builder. APM will advise the Design-Builder and Owner when potential or actual constraints to the schedule exist and make recommendations for corrective action.
- 2.10 COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development, 95% CD or 100% CD Estimates, APM will conduct cost adjustment sessions with the Design-Builder and Owner. At the end of these sessions, APM, in conjunction with Owner, will request commitments from the Design-Builder for design adjustments to the documents.
- 2.11 VALUE ANALYSIS STUDY.** APM will participate in a value analysis study on major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service. This value analysis will be reviewed with the Owner, Design-Builder, and other appropriate parties.
- 2.12 TRADE-OFF STUDIES.** APM will participate in a cost comparative analysis on various construction components. The results of the trade-off studies will reviewed with the Owner, Design-Builder, and other appropriate parties.
- 2.13 VALUE ENGINEERING.** APM will participate in a Value Engineering Workshop on the Project as found necessary. The results of this effort will be reviewed with the Owner and Design-Builder.
- 2.14 COST MONITORING.** APM will monitor the cost of the design in each phase. APM will maintain dialogue with the Design-Builder and provide cost information at the project meetings.

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**TASK 3.0 – PRE-CONSTRUCTION PHASE SERVICES:**

During this Phase of Services, APM will interact with the Design-Build Team to ensure that their proposed designs meet with Walton County Project’s requirements and needs. It is through this process that a Guaranteed Maximum Price (GMP) is achieved for each Project.

- 3.1 DESIGN BUDGET DEVELOPMENT.** APM will review the Design-Builder’s Project Budget/Estimates at the end of each of their Design Phases or Schematic Design, Design Development, and Construction Documents. APM’s goal is to ensure alignment with Design-Builders Budget Estimates with Walton County’s Project Budgets. APM, along with Walton County Staff, will review and evaluate Designs to ensure for best operational and programmatic fit. All related decisions will be made in coordination with the Owner with the technical assistance of APM.
- 3.2 EXPEDITE EARLY GMP PACKAGES.** APM will coordinate with the Design-Builder to seek opportunities to expedite the construction process. These Early GMP Packages will require Walton County and the Design-Builder to:
  - Come to Terms with an Overall GMP Budget.
  - Design-Builder to identify Early GMP Packages that benefit the Project’s schedule and build a process to complete design sign-off and Buy-out by necessary sub-contractors and vendors
  - Achieve Board Approval.
- 3.3 GMP EVALUATION.** Upon receipt of GMP, APM will assist the Owner in evaluating for completeness, full responsiveness, and price, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the award.
- 3.4 PRE-CONSTRUCTION CONFERENCE.** APM will conduct, in conjunction with the Owner, a pre-construction orientation conference for the benefit of the team. This conference will serve to orient the Design-Builder to the various reporting procedures and site rules prior to the commencement of actual construction.

**TASK 4.0 - PROJECT CONSTRUCTION PHASE ACTIVITIES / SERVICES:** as divided into Two Sub-Tasks:

- Sub Task 4.1 Administration of the Projects.
- Sub Task 4.2 Project Completion / Close-out Services.

**SUB-TASK 4.1 - ADMINISTRATION OF THE PROJECTS.**

APM will provide contract administration as an agent and representative of Owner and to establish and implement coordination procedures between the Owner and Design-Builder.

- 4.1.1 CONTRACT ADMINISTRATION.** APM will administer the contract as provided in the General, Supplementary and Special Conditions of the contract for construction.
- 4.1.2 SUBMITTAL PROCEDURES.** APM will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary

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documentation. As the Owner's representative, APM will be the party through which change orders, payment requests, submittals and information will be processed from Design-Builder to the Owner and/or Owner to the Design-Builder.

- 4.1.3 JOB SITE MEETINGS.** APM will conduct periodic job-site progress meetings with the Design-Builder, conduct an overall coordination meeting with all team members, and will oversee the recording, transcribing and distribution of minutes by the Design-Builder to all attendees, the Owner, and all other appropriate parties.
- 4.1.4 COORDINATION OF TECHNICAL SPECIAL INSPECTIONS AND TESTING.** APM will coordinate the technical special inspections and testing provided by the Owner's Material Testing Company and / or by the Design-Builder as part of their contract administration if so established. All technical special inspection reports will be in a format approved by APM and will be received by the APM and Design-Builder on a regular basis.
- 4.1.5 CONSTRUCTION OBSERVATION.** APM will make reasonable efforts to observe the progress of the Work and advise the Owner of any deviations, defects or deficiencies observed in the Work.
- APM's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.
  - These observations will not, however, cause APM to be responsible for those duties and responsibilities which belong to the Design-Builder, and which include, but are not limited to, the Design-Builder's obligation to produce clear, accurate drawings and specifications and the responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
  - As outlined within this agreement, APM will provide periodic on-site inspection services.
- 4.1.6 NON-CONFORMING WORK.** APM will, in conjunction with the Design-Builder, make recommendations for corrective action on observed nonconforming work. APM will make recommendations to the Owner and Design-Builder in instances where APM observes work that, in its opinion, is defective or not in conformance with the Contract Documents.
- 4.1.7 EXERCISE OF CONTRACT PREROGATIVES.** When appropriate, APM will advise the Owner of any recommendations for exercising contract prerogatives, such as giving the Design-Builder notice to accelerate the progress when the schedule goals are in jeopardy due to Design-Builder failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- 4.1.8 PROJECT/CONSTRUCTION SCHEDULE.** Upon the transmission of a Notice of Award by Walton County to the successful Design-Builder, APM will review the Design-Builder's development of its detailed project/construction schedule within the framework of the submitted Preliminary Provisional Network.



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- Using the critical path method, this schedule will have no activity duration greater than 14 calendar days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction.
- APM will receive the detailed Schedule from the Design-Builder and distribute to the Owner and other appropriate parties.

**4.1.9 SCHEDULE OF VALUES.** APM will review and coordinate the Design-Builder's reconciling of the Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

**4.1.10 CONSTRUCTION PROGRESS REVIEW.** APM will review the progress of construction with the Design-Builder, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.

- This review will reflect the Design-Builder's contractual progress and be the basis for the monthly progress payment to the Design-Builder.
- This review will indicate to the Owner when notices to the Design-Builder for acceleration of the Work and Owner prerogatives are appropriate.

**4.1.11 MONTHLY CONSTRUCTION SCHEDULE UPDATES.** APM will review the monthly construction schedule updates prepared by the Design-Builder. After an evaluation of the actual progress as observed by APM; schedule activities will then be assigned percentage-complete values in conjunction with the Design-Builder.

- The review will reflect actual progress as compared to schedule progress noting variances (if any) as negative float.
- This review will also be the basis for determining implementation of certain Owner prerogatives concerning progress of the Project, when required.

**4.1.12 MONTHLY DESIGN-BUILDER'S PAYMENT.** APM will coordinate with the Design-Builder a review of the monthly payment request and make recommendations pertaining to payment to each.

- This activity will be an integral part of the monthly progress review updates. However, if it should later be found that a Design-Builder has failed to comply with the provisions of its contract with the Owner in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Design-Builder.
- By issuing a Certificate for Payment and by processing applications for payment, the APM shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Design-Builder has used the previous monies paid on account of the construction contract sum.

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- 4.1.13 RECOVERY SCHEDULE.** APM shall enforce the, Supplementary and Special Conditions of the Contract where it pertains to the development of a Recovery Schedule by the Design-Builder.
- This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Design-Builder to recapture the lost time and complete the Work in accordance with the Completion Dates.
  - This Recovery Schedule will be distributed from the Design-Builder to APM, the Owner and other appropriate parties.
- 4.1.14 CHANGE ORDER PROCESSING SYSTEM.** APM will establish and implement a Change Order processing system as set forth in the requirements of the Design-Build Contract.
- All requests for proposals will first be set forth in a letter by the Design-Builder outlining in detail the change and accompanied by technical drawings and specifications if necessary.
  - The request for proposal will be transmitted to the Design-Builder and a detailed breakdown of cost and time extension requested will be returned to APM from the Design-Builder for evaluation.
  - APM will make recommendations to the Owner prior to execution of change orders.
  - All change orders and requests for proposals will be tracked in the Design-Builder's COP log, which will be the basis for the Change Order report to the Owner. All Change Orders will be approved and executed following Walton County procedures.
- 4.1.15 EVALUATE PROPOSAL COST.** APM will evaluate the Design-Builder's Change Order Proposal (COP) cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.
- 4.1.16 NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** APM will negotiate change order costs and time extensions on behalf of the Owner when appropriate. APM will advise the Owner of acceptability of price and time extension prior to the execution of any change order.
- 4.1.17 FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Owner, APM will review the daily force account records provided by the Design-Builder or Owner to determine the actual worth and time required for the work.
- 4.1.18 EQUIPMENT INSTRUCTION MANUALS.** Unless otherwise directed by Walton County, APM will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.
- 4.1.19 AS-BUILT DOCUMENTS.** APM will perform coordination and expediting functions in connection with the Design-Builder's obligation to provide "as-built" documents.
- 4.1.20 TRAINING SESSIONS.** APM will coordinate with the Design-Builder to schedule training sessions for the Owner's maintenance and operational personnel and will assure that the Design-Builder's obligation in providing this training is fulfilled.

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**4.1.21 SUBSTANTIAL COMPLETION.** APM will decide of the remaining work necessary for Substantial Completion and notify the Design-Builder of any observed deficiencies. When incomplete work or defective work has been remedied, APM will advise the Owner of acceptability of Project completeness and request the Design-Builder to issue a Certificate of Substantial Completion. In the event of remaining incomplete items, the APM will, upon the Owner’s concurrence, issue Certificate of Substantial Completion with exceptions noted.

**4.1.22 FINAL COMPLETION.** APM will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Projects, make a report to the Owner which will indicate whether APM will find the work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the Design-Builder.

**SUB-TASK 4.2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:**

**4.2.1 OCCUPANCY PERMIT.** APM will coordinate the Design-Builder in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in Special Inspections testing and other necessary and reasonable activities.

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**COMPENSATION**

**APM** proposes to provide the above Scope of Services on a **Cost Not to Exceed** Basis as below:

**TASK A & 1.0 – Develop Project Financial Dashboard and Manage RFP Process.**

Projected Schedule (November 01, 2021 – February 01, 2022)  
Fee = 80 Man-Hours x \$125 MH = **\$10,000.00**

**TASK 2.0 & 3.0 – Design & Pre-Construction Phase Management.**

Projected Schedule (Feb. 02 – May 03, 2022 –Present GMP for Approval by Board)  
Fee = 34 MHs per month x 3 = 102 MHsx \$125 = **\$12,750.00**

**TASK 4.0 – Project Construction Phase Management.**

Projected Schedule (May 04 – August 03, 2022) =  
Fee = 50 MHs per month x 3 months = 340 MHs x \$125 = **\$18,750.00**

**TOTAL: \$41,500.00**

For any additional services approved by the Owner, the following 2021 hourly rates will apply:

Sr. Project Manager	\$125.00 MH
Project Manager	\$120.00 MH
Project Controls - Estimator	\$140.00 MH
Scheduler	\$145.00 MH

**REIMBURSABLE COSTS (Budget)**

Reimbursable costs, or expenses incurred in direct relationship to this project, and are included as part of the **Cost Not to Exceed Fees**. They include such items as, trips to Walton County Facilities for meetings or to the Project Site. They exclude long distance telephone and transmittals, printing, postage, and courier services.

Any Reimbursable scope not identified above is not included within the Cost Not to Exceed Fees listed above and shall be billed at 1.1 times actual cost incurred.



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Proposed by:

**ASCENSION Program Management, LLC.**



Thomas J. Prine, CCM, LEED AP  
CEO / President

Accepted by:  
**Walton County Board of Commissioners**

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Signature

David Thompson – Chairman

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Date

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**TERMS AND CONDITIONS**

These terms and conditions and the proposal to which this document is attached shall fully govern any services performed by the APM as Consultant for the Owner and constitutes the "Agreement". "Owner" shall mean the person, firm, corporation, or his designated agent for whom services are to be performed. "Proposal" shall mean the letter, proposal, quotation, or other notification wherein APM offer to furnish services and to which these Terms and Conditions are attached. "Services" shall mean those services described in the Proposal and any other services as may be addressed or performed in connection with this Agreement, consisting of the Proposal and these Terms and Conditions. Contractor shall be that party whom the Owner has engaged for construction services.

**SCOPE OF SERVICES DOES NOT INCLUDE DESIGN SERVICES:**

The work performed by APM shall not be construed as design services. APM will perform Project Management services for said project.

**RIGHT OF ENTRY:** APM will coordinate entry with Walton County Staff. APM will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration or damage which may result from our operations. If Owner desires us to restore the land to its former condition, we will comply and add the cost to the fee.

**CHANGED CONDITIONS:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to APM are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, APM may call for renegotiations of appropriate portions of this Agreement. APM shall notify the Client of the changed conditions necessitating renegotiations, and APM and the Client shall promptly and in good faith enter into renegotiations of this Agreement. In establishing fees for any additional services to be performed, APM shall utilize the same fee schedule already agreed upon.

If during the execution of the work we are required to: 1) perform other services; 2) make revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions received in previous submittal phases; 3) make revisions as a result of changes in the scope of work including but not limited to such things as requests by the owner, requirements of third parties or changes in schedule; or, 4) making revisions, including revisions made necessary by any adjustments in the program or project budget; additional charges will be applicable at mutually agreed upon rates.

**INFORMAL DOCUMENTS:** From time-to-time APM may provide the Owner with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Owner should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

**SITE SAFETY:** APM will make visits to the job site to observe the progress of the work and to observe whether it is, in general, being performed in accordance with the plans. APM shall not be responsible for safety in or about the job site; shall not be in control of the safety or adequacy of any equipment, building component, scaffolding, excavation, forms, or other work aids; and shall not be responsible for superintending the work. APM shall not have the authority or a duty to stop the work. The Owner agrees that the Owner, APM and APM's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy.

**STANDARD OF CARE:** In providing services under this Agreement, APM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. APM make no warranty, express or implied, as to its professional services rendered under this Agreement.

**DELAYS:** APM is not responsible for delays caused by factors beyond APM's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of APM's services or work product promptly, or delays caused by faulty performance of the Owner or by

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contractors of any level. When such delays beyond APM's reasonable control occur, the Owner agrees APM is not responsible for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

**OWNER DISCLOSURE:** Owner agrees to advise APM prior to execution of this Agreement of any hazardous substances or any condition, known or that should be known by Owner existing in, on, or near the site that presents a potential danger to human health, the environment, or equipment. Owner agrees to provide continuing information as it becomes available to the Owner in the future. By entering into this Agreement and providing services hereunder, we do not assume control of or responsibility for the site or any person in charge of the site, or undertake responsibility for reporting to any Federal, State, or local public agencies any conditions of the site that may present a potential danger to public health, safety, or the environment. Owner agrees to notify the appropriate Federal, State, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment.

**INSURANCE:** APM shall at his own expense, carry and maintain the following insurance:

- a. Worker's Compensation \$1,000,000
- b. General Liability
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000

**PAYMENT:** Unless otherwise agreed and noted herein, invoices will be rendered bi-monthly for the estimated percentage of the services completed. APM will invoice for its services during each period. Payment is due upon receipt of the invoice. If payment is not received within thirty (30) days from the invoice date, Owner agrees to pay a service charge on the past due amount at the rate of one and one-half percent (1.5%) per month. If the Owner fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by APM. The Owner agrees to bear the cost of all collection efforts associated with unpaid invoices including, but not limited to the reasonable value of APM's time, attorney's fees, expenses, and court costs. The Owner agrees that he will not hold APM responsible for any damages associated with suspension or termination of services due to non-payment of invoices. The Owner further acknowledges that payment of invoices releases APM from all liability associated with the project.

**LIMITATION OF LIABILITY**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of APM to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty (express or implied) of APM, shall not exceed the total fees paid by the Client to APM for services under this Agreement.

**PROMPT NOTICE**

Client will give prompt written notice to APM whenever Client observes or becomes aware of any development that affects the scope or timing of APM's Scope of Services.

**FURNISHED DATA**

Client will provide APM with all data and information regarding Client's requirements for the Project in its possession, including, but not limited to, previous reports, maps, surveys, and all other information relating to APM's Scope of Services on the Project. APM shall be entitled to rely upon the accuracy, timeliness and completeness of the information provided by Client

**FORCE MAJEURE**

Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**DISPUTE RESOLUTION:** The parties agree to attempt to resolve any dispute without resort to litigation through the

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use of direct negotiations or mediation. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

**SEVERABILITY:** In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

**INTEGRATION:** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied.

**SURVIVAL:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and APM shall survive the completion of the services and the termination of this Agreement.

**TERMINATION/CANCELLATION**

This Agreement may be terminated by the Client for convenience after seven (7) days written notice to APM. In event of such termination, APM shall be compensated for services performed and necessary expenses incurred to the date of termination.

This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party. In the event of such a termination, APM shall be paid its compensation for services performed to the date of termination, services of professional consultants then due and all termination expenses. No amount shall be paid in addition to the termination expenses if the termination is due to APM's failure to substantially perform in accordance with the terms of this Agreement.

**GOVERNING LAW:** All claims, disputes or controversies, or other matters in question arising out of or relating to the project or to performance of this Agreement shall be decided under the laws of the State of Georgia.



**AMENDED AND RESTATED  
INTERGOVERNMENTAL CONTRACT  
RE: REVENUE SHARING AGREEMENT FOR STANTON SPRINGS AND STANTON  
SPRINGS NORTH**

THIS INTERGOVERNMENTAL CONTRACT (“Contract”), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (collectively the “Counties”), the CITY OF SOCIAL CIRCLE, a political subdivision of the State of Georgia (the “City”), the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the “Authority”), and JASPER COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, MORGAN COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, NEWTON COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, WALTON COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, and CITY OF SOCIAL CIRCLE SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia (collectively the “School Districts”) and between JASPER COUNTY BOARD OF TAX ASSESSORS, MORGAN COUNTY BOARD OF TAX ASSESSORS, NEWTON COUNTY BOARD OF TAX ASSESSORS, WALTON COUNTY BOARD OF TAX ASSESSORS (collectively the “BOAs”), and JASPER COUNTY TAX COMMISSIONER, MORGAN COUNTY TAX COMMISSIONER, NEWTON COUNTY TAX COMMISSIONER and the WALTON COUNTY TAX COMMISSIONER, (collectively the “Tax Commissioners”).

**WITNESSETH:**

**WHEREAS**, on October 18, 2000, the Authority acquired an approximately 1,528-acre site which has been expanded to now total approximately 1,635 acres, which site is located in Morgan, Newton, and Walton Counties, in order to proceed with the development of a research park known as Stanton Springs; and

**WHEREAS**, to acquire the Property, the Authority issued, and the Counties agreed to make debt service payments on, taxable adjustable revenue bonds in the amount of \$9,000,000.00 (the “Bonds”);

**WHEREAS**, by separate intergovernmental contracts dated October 1, 2000, the Counties agreed to make debt service payments on the Bonds based on the following percentages:

Jasper County            10.0%

Morgan County	15.0%
Newton County	37.5%
Walton County	37.5%;

**WHEREAS**, on May 27, 2021, the Authority acquired an approximately 665-acre site located north of Interstate 20 which lies in part in the Walton County, the City of Social Circle and Morgan County to proceed with the development of an industrial park known as Stanton Springs North; and

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

**WHEREAS**, Article IX, Section IV, Paragraph IV of the Georgia Constitution authorizes counties and municipalities to enter into contracts with other counties and municipalities for the purpose of allocating the proceeds of ad valorem taxes assessed and collected on property located in such county or municipality with such other counties or municipalities with which the assessing county or municipality has entered into agreements for the development of one or more regional facilities and the allocation of other revenues generated from such regional facilities, and that such a contract shall provide for the manner of development, operation and management of the regional facility and the sharing of expenses among the contracting local governments and shall specify the method of allocation and the percentage of ad valorem taxes and other revenues to be allocated to each contracting local government; and

**WHEREAS**, On December 2, 2004, the Authority and the Counties entered into an Intergovernmental Contract (“2004 Contract”) which, among other things, specified the distribution of revenues, tax payments and payments in lieu of taxes collected on or in connection with the Stanton Springs;

**WHEREAS**, On September 20, 2016, the Authority, Counties and School Districts entered into an Intergovernmental Contract (“2016 Contract”) which superseded the 2004 Contract and provided clarity on the procedures, rights, and obligations for sharing tax revenue and other revenues generated from Stanton Springs; and

**WHEREAS**, as a result of the implications of the 2016 Contract on the Counties’ tax digests, amendments to O.C.G.A. §36-62-5.1 and §48-5-274 were required and made by House Bill 406, to ensure the tax digests of the Counties accurately reflected each County’s portion of the property value in Stanton Springs and Stanton Springs North; and

**WHEREAS**, implementation of the 2016 Contract and House Bill 406 require close coordination and uniform procedures between the Boards of Tax Assessors and Tax Commissioners of each County and City which resulted in Procedure Manuals being

independently adopted by the County Board of Tax Assessors and Tax Commissioners from each County in 2020; and

**WHEREAS**, on May 18, 2021, the Authority and Social Circle entered into an Intergovernmental Contract regarding Stanton Springs North underwhich the Authority agreed to initiate a revision of the 2016 Contract to account for tax revenue division for property in Stanton Springs North; and

**WHEREAS**, the parties desire to amend the 2016 Contract to incorporate the addition of Stanton Springs North, the City of Social Circle and the Social Circle School District, account for the requirements of House Bill 406, and define the procedures, rights and obligations associated with sharing tax revenue and other revenues generated therein with all parties; and

**WHEREAS**, for clarity, this Agreement shall supersede the 2004 Contract and the 2016 Contract.

**NOW THEREFORE**, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, City, Counties, Board of Tax Assessors, Tax Commissioners and School Districts **HEREBY AGREE** as follows:

1.

The preamble and recitals above make up a part of the terms, conditions and provisions of this Contract.

2.

This Contract shall become effective upon execution by all parties and shall continue in effect for fifty (50) years.

3.

**Definitions**

- a. **Assessing BOA:** The Board of Tax Assessors (“BOA”) of the County in which 51% or more of the land owned or leased by a company within Stanton Springs or Stanton Springs North is located. Walton County’s BOA is the Assessing BOA for Takeda (formerly Baxter, Baxalta and Shire) and for projects with 51% or more land in Walton County or the City of Social Circle. Newton County’s BOA is the Assessing BOA for Facebook (aka Morning Hornet, LLC) and any projects with 51% or more land in Newton County. Morgan County’s BOA is the Assessing BOA for Baymare, LLC and any projects with 51% or more land in Morgan County.
- b. **Assessment Notices:** Annual notices stating the assessed value of property sent to taxpayers.
- c. **Collecting Commissioner:** The Tax Commissioner of the County in which 51% or more of the land owned or leased by a company within Stanton Springs or Stanton Springs North

is located. The Walton County Tax Commissioner is the Collecting Commissioner for Takeda and any projects with 51% or more property in Walton County or the City of Social Circle. The Newton County Tax Commissioner is the Collecting Commissioner for Facebook and any projects with 51% or more property in Newton County. Morgan County Tax Commissioner is the Collecting Commissioner for Baymare, LLC and any projects with 51% or more property in Morgan County.

- d. **Debt Service Obligations:** Debt Service Obligations are the Authority's obligations which are currently outstanding and any future debt service obligations incurred by the Authority with the approval of the Counties pursuant to the terms herein. As of the date of this Contract, the Authority has no direct Debt Service Obligations.
- e. **Expenses:** Expenses shall be defined as any costs incurred by the Authority as allowed under Georgia law for the development of Stanton Springs and Stanton Springs North plus the sum of reasonable reserves for maintenance, operations, and expenses.
- f. **House Bill 406:** HB 406, effective as of May 7, 2019, amended O.C.G.A. § 36-62-5.1 and O.C.G.A. § 48-5-274 to create reporting requirements for the Authority and establish the process for Counties to report shared tax values on their individual tax digests.
- g. **Net Other Revenues:** Net Other Revenues are Other Revenues minus the Authority's Expenses and Debt Service Obligations.
- h. **Net Tax Revenues:** Net Tax Revenues are Tax Revenues minus the Authority's budgeted Expenses and Debt Service Obligations not otherwise paid from Other Revenues.
- i. **Other Revenues:** Other Revenues are revenues generated from the Authority's activities including but not limited to, sales of land, leases of land, sales or leases of personalty, sales of timber or other resources and fees. Other Revenues shall not include any fees specifically allocated to the Authority in connection with a bond issuance.
- j. **Parcel Identification Numbers:** Numbers assigned to tax parcels for identification purposes by the BOAs.
- k. **Payment In Lieu of Taxes ("PILOT") Structure:** Tax abatement structure applicable to some properties in Stanton Springs or Stanton Springs North where set payments are made by a company over a certain number of years in lieu of paying taxes. Facebook (aka Morning Hornet, LLC) is structured in this way. PILOT payments are made to the JDA and the JDA distributes said payments to the Counties, Cities and School Districts in accordance with the terms herein.
- l. **Payout Percentage:**
  - a. For Stanton Springs, the payout percentages are: Jasper County – 10%; Morgan County – 15%; Newton County – 37.5%; Walton County – 37.5%.
  - b. For Stanton Springs North, the payout percentages are: : Jasper County – 9.5%; Morgan County – 14.25%; Newton County – 35.625%; Walton County – 35.625%; Social Circle – 5%.
- m. **Phase-In Lease Valuation Structure:** Tax abatement structure applicable to some properties in Stanton Springs or Stanton Springs North where a lease valuation schedule determines the percentage of taxes paid by a company each year for a certain number of years until the percentage reaches 100%.



- n. **Stanton Springs:** Stanton Springs is approximately 1,635 acres currently located in the development park known as Stanton Springs and is generally bounded by Interstate 20 to the north, Hwy 278 to the west, and private property owners to the east and south including any land added to Stanton Springs in the future which is south of Interstate 20. A general boundary map of Stanton Springs as of the date hereof is attached hereto as Exhibit “A”.
- o. **Stanton Springs North:** Stanton Springs North is a new research development park which the Authority may develop. Stanton Springs North will be generally bounded by Interstate 20 to the south and Hwy 278 to the west and will expand to the north and east into both Walton and Morgan Counties. The actual boundaries will be established on a parcel-by-parcel basis as the Authority purchases or otherwise gains control of property. The Authority may designate properties as being in Stanton Springs North by Resolution which includes a boundary map, parcel number(s) and description of the property. A copy of the Resolution with attachments shall be provided to the parties hereto. As of the date hereof, Stanton Springs North consists of approximately 665 acres as shown on the attached Exhibit “B”.
- p. **Tax Digest:** The Tax Digest is the list of all properties and values within a County, City or School District.
- q. **Tax Revenues:** Tax Revenues are all ad valorem taxes levied by the Counties, City and the School Districts on real and personal property in Stanton Springs and Stanton Springs North. This includes all taxes assessed on fee simple and leasehold interests, board of education taxes, taxes collected for special assessments for specific services, general obligation bonds, and any and all other ad valorem property taxes collected. Tax Revenues shall not include taxes collected by a county department other than the chief tax collector including, but not limited to, sales taxes, insurance premium taxes, intangible taxes, real estate transfer taxes, railroad taxes, franchise fees, occupational taxes, alcohol taxes, and financial institution taxes. Tax Revenues shall also not include ad valorem title taxes on motor vehicles. Tax Revenue shall not include ad valorem taxes collected on behalf of and due the State of Georgia. Finally, Tax Revenues shall not include any penalties or interest collected for late payments; any such penalties and interest shall be retained by the County of the Collecting Commissioner.
- r. **Tenant:** a person or entity which owns, or leases from the Authority, any portion of the Property, including the Authority.
- s. **Tenant Property:** Tenant Property is the real and personal property owned or leased by a Tenant, including the Authority.

4.

**Distribution of Tax Revenues 2004 – 2015**

From 2004 to 2015, Tax Revenues were generated from portions of the Property located in Newton and Walton Counties. Said Tax Revenues were collected by Newton and Walton Counties and distributed in accordance with their millage rates without taking into account the 2004 Contract. Pursuant to the 2016 Contract, Walton County, Newton County and the Newton County School District repaid the amounts due by utilizing their share of the 2020

distribution of taxes generated in Stanton Springs. As of the date hereof, no known reimbursements are due.

5.

**Authority’s Obligations**

The Authority hereby agrees as follows:

- a. The Authority shall collect and deposit in a separate account any and all Other Revenues.
- b. The Authority shall collect and deposit in a second separate account any and all Tax Revenues distributed to it by the Collecting Commissioners and any PILOT payments.
- c. The Authority shall pay its Expenses and Debt Service Obligations first from Other Revenues and then from PILOT Payments and then from Tax Revenues.
- d. The Authority shall prepare an operating budget report annually to include its projected Expenses, Debt Obligations, Other Revenues, PILOT Payments and Tax Revenues for the 12-month period from July 1-June 30. The operating budget shall specify the amount of Tax Revenues or PILOT Payments necessary for the Authority to meet its budget requirements for the Authority’s Expenses and Debt Service Obligations not otherwise paid by Other Revenues. A copy of said operating budget shall be delivered to the Counties and City on or before the first day of May of each year with a copy to each School District.
- e. The Authority does not have any Debt Service Obligations as of the date hereof. The Counties shall approve all new Debt Service Obligations.
- f. The Authority shall distribute Net Other Revenues for the prior year to the Counties on or before March 15 of each year in accordance with their payout percentages as follows:
  - 1. Jasper County shall receive 10.0%;
  - 2. Morgan County shall receive 15.0%;
  - 3. Newton County shall receive 37.5%; and
  - 4. Walton County shall receive 37.5%.
- g. The Authority shall distribute PILOT Payments received for projects in Stanton Springs for the prior year on or before March 15 of each year to each entity in accordance with the payout percentages as follows:
  - 1. Jasper County shall receive 10.0% with payment to be divided between Jasper County and the Jasper County School District per an Intergovernmental Agreement between Jasper County and the Jasper County School District dated October 4, 2021; and
  - 2. Morgan County shall receive 15.0% with payment to be divided between Morgan County and the Morgan County School District based upon their proportionate millage rates; and
  - 3. Newton County shall receive 37.5% with payment to be divided between Newton County and the Newton County School District based upon their proportionate millage rates; and
  - 4. Walton County shall receive 37.5% with payment to be divided between Walton County and the Walton County School District based upon their proportionate millage rates.

- h. The Authority shall distribute PILOT Payments received for projects in Stanton Springs North for the prior year on or before March 15 of each year to each entity in accordance with the payout percentages as follows:
  - 1. Social Circle shall receive 5% with payment to be divided between Social Circle and the Social Circle School District based upon their proportionate millage rates; and
  - 2. Walton County shall receive 35.625% with payment to be divided between Walton County and the Walton County School District based upon their proportionate millage rates.
  - 3. Newton County shall receive 35.625% with payment to be divided between Newton County and the Newton County School District based upon their proportionate millage rates; and
  - 4. Morgan County shall receive 14.25% with payment to be divided between Morgan County and the Morgan County School District based upon their proportionate millage rates;
  - 5. Jasper County shall receive 9.5% with payment to be divided between Jasper County and the Jasper County School District per an Intergovernmental Agreement between Jasper County and the Jasper County School District dated October 4, 2021.
- i. The Authority shall cause to be performed an annual independent audit of its finances. Said audit shall be included in the Authority’s budgeted expenses which shall be paid using Other Revenues or Tax Revenues or PILOT Payments when necessary. A copy of the audit shall be distributed to all Counties, School Districts and the City.
- j. On or before February 15<sup>th</sup> of each year, the Authority shall prepare and submit to the state revenue commissioner and state auditor the report and information required pursuant to O.C.G.A. § 36-62-5.1(g)(1).

6.

**Counties’ and City Obligations and Consent**

The Counties and City hereby agree as follows:

- a. The Collecting Commissioner shall collect and declare any and all Tax Revenues generated from real property and personal property lying on or in Stanton Springs or Stanton Springs North as applicable and shall supervise a separate accounting for said Tax Revenues so as to segregate said collections from other County or City tax revenues. As compensation for the Collecting Commissioner’s duties hereunder, the Collecting Commissioner shall be entitled to a commission of 2.5% of any amounts otherwise payable by the Collecting Commissioner to any other County, City or School District.
- b. The Collecting Commissioners shall, before January 1 of each year, prepare a report of all Tax Revenues collected by said County and deliver a copy of said annual report to the Counties, City, School Districts, and the Authority.
- c. Between May 1 and May 31 each year, the Counties may submit to the Authority and the Counties a written objection to the Expenses stated in the Authority’s operating budget for

July 1 through June 30 of the same year. Said objection shall specify the grounds for the objection. Pending resolution of the objection, the Collecting Commissioner shall remit Tax Revenues to the Authority in the amount of its operating budget approved for the prior year. No Tax Revenues may be distributed to the Counties, City or School Districts until the objection is resolved.

- d. If no objections are submitted, on or before May 31 of each year, the Collecting Commissioner shall remit Tax Revenues to the Authority in an amount sufficient to meet the Authority's annual budget requirements for the Authority's Expenses and Debt Service Obligations not otherwise budgeted to be paid by Other Revenues as established by the Authority's annual budget report. If more than one County or City collects Tax Revenues in a given year, each Collecting Commissioner shall pay a pro rata share of the Authority's budget based on that Government's share of the total taxes collected.
- e. The Collecting Commissioner shall determine Net Tax Revenues to be remitted to the Counties, City and School Districts by subtracting from Tax Revenues the funds paid to the Authority in accordance with subparagraph (d).
- f. The Collecting Commissioner shall remit Net Tax Revenues from Stanton Springs contemporaneously to each of the Tax Commissioners of the Counties for the previous tax year on or before March 15<sup>th</sup> as follows:
  - i. Jasper County and the Jasper County School District shall collectively receive 10.0% of the said Net Tax Revenues (2.5% of said amount shall be withheld as commissions for the Collecting Commissioner);
  - ii. Morgan County and the Morgan County School District shall collectively receive 15.0% of the said Net Tax (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
  - iii. Newton County and the Newton County School District shall collectively receive 37.5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
  - iv. Walton County and the Walton County School District shall collectively receive 37.5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner).
- g. The Collecting Commissioner shall remit Net Tax Revenues from Stanton Springs North contemporaneously to each of the Tax Commissioners of the Counties and the City Clerk of Social Circle for the previous tax year on or before March 15<sup>th</sup> as follows:
  - i. Jasper County shall receive 9.5 % of the said Net Tax Revenues (2.5% of said amount shall be withheld as commissions for the Collecting Commissioner);
  - ii. Morgan County and the Morgan County School District shall collectively receive 14.25 % of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
  - iii. Newton County and the Newton County School District shall collectively receive 35.625 % of the said Net Tax (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);



- iv. Walton County and the Walton County School District shall collectively receive 35.625% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner); and
- v. The City of Social and the City of Social Circle School District shall collectively receive 5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner).
- h. The Tax Commissioners for Morgan, Walton and Newton Counties shall distribute their portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31st of each year to their respective County and School Board based on the proportion of their millage rates.
- i. The Tax Commissioner for Jasper County shall distribute Jasper County's portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31st of each year with payments divided between Jasper County and the Jasper County School District pursuant to the Intergovernmental Agreement between Jasper County and Jasper County School District dated October 4, 2021.
- j. The Social Circle City Clerk shall distribute Social Circle's portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31<sup>st</sup> of each year to the City and the Social Circle School District based on the proportion of their millage rates.
- k. Other Revenues distributed to the Counties by the Authority may be used at the Counties' discretion.
- l. No later than January 1 of each year, Morgan, Newton and Walton County and the City of Social Circle shall provide to the Collecting Commissioner the percentage split of Net Tax Revenues between that County and that County's School District or the City and the City's School District as applicable, based on the proportion of the prior year's millage rate of that County or City to the millage rate of that County's School District. The Collecting Commissioner shall use such percentage to calculate the amount of Net Tax Revenues that the City of Social Circle, and Newton, Morgan and Walton Counties and their respective School Districts are to be paid.
- m. Any tax refunds due property owners in Stanton Springs or Stanton Springs North shall be paid by the Collecting Commissioner in the time period prescribed by law (O.C.G.A. § 48-5-380, 241). The Collecting Commissioner's County shall be reimbursed by the Counties, City and School Districts based on their pro rata share of the refund amount. The Collecting Commissioner shall invoice the Counties and School Districts.
- n. Should the Collecting Commissioner deem it in the best interest of the parties to conduct an external tax audit of real or personal property attributed to a tenant(s) in Stanton Springs or Stanton Springs North, said audit shall be paid for by the Counties, City, and School Districts based on their pro rata shares.
- o. The Counties and City shall adjust their tax digest to reflect the portion of Tax Revenues attributed to it from distributions from Stanton Springs and Stanton Springs North in accordance with O.C.G.A. § 36-62-5.1(g)(3).

## 7.

**Board of Tax Assessors Obligations**

**a. Point of Contact**

The Assessing BOA shall serve as the single point of contact with the Tenant as it relates to ad valorem property taxes.

**b. Assessment Process for: No Tax Abatement or Phase-In Lease Valuation Structure**

1. On or before April 1<sup>st</sup> of each year, the Chief Appraiser for Morgan, Newton and Walton BOA shall prepare and provide a spreadsheet consistent with the sample provided in attached Exhibit “C” to each BOA and the Authority with the following information for the current tax year regarding each Tenant Property (real and personal), including property owned by the Authority, that it is responsible for assessing:
  - a. Parcel number
  - b. Address
  - c. Owner name
  - d. Tenant name
  - e. Description
  - f. 100% fair market value
  - g. Assessed value
  - h. Note if it is a PILOT Structure
  - i. Note if it is subject to a Phase-In Lease Valuation Structure
  - j. Phase-in percentage (if a Phase-In Lease Valuation Structure)
  - k. Note whether it is Exempt or Taxable
    - l. Exempt value to be reported by each BOA based on their Payout Percentage
    - m. Taxable value to be reported by each BOA based on their Payout Percentage
2. Each BOA shall include the values applicable to its County/City shown on the spreadsheet with all other digest values to be approved by the BOA prior to mailing Assessment Notices.
3. Each BOA shall input the assessment value for the property into its system based on its Payout Percentage. For example, if the total assessed value of a parcel within the Stanton Springs were \$100,000, Jasper County would report \$10,000, Morgan County would report \$15,000, and Walton County and Newton County would each report \$37,500 on their respective Tax Digests. If the total assessed value of a parcel within Stanton Springs North were \$100,000, the City would report \$5,000, Jasper County would report \$9,500, Morgan County would report \$14,250, and Walton County and Newton County would each report \$35,625 on their respective Tax Digests.
4. Each BOA shall mail their Assessment Notice showing its portion of the total value of each Tenant Property to the Assessing BOA Chief Appraiser and Collecting Commissioner. If the BOA uses the Wingap software system, this would be achieved by listing the Assessing BOA Chief Appraiser as the primary recipient and the Collecting Commissioner as the agent recipient.

5. The Assessing BOA shall prepare and mail one Assessment Notice to the Tenant showing the sum of all the Counties’ portion of the value such that the notice shows the 100% value. Once the single Assessment Notice has been printed and mailed, the Chief Appraiser shall correct the value in its system back to the Payout Percentage for its County.
6. Each BOA and the City shall submit their Tax Digest reporting their Payout Percentage of the assessed value of the Property per the requirements of House Bill 406.
7. Within five (5) days of approval of the Tax Digest, the Assessing BOA shall create a Digest correction by preparing an Error and Release or ACO report requesting the Digest be corrected to show the 100% value of the property and submit the same to the Collecting Commissioner.
8. Within one (1) day after submitting the Digest correction, the Assessing BOA shall reverse the Error and Release or ACO.

**c. *Assessment Process for: Payment In Lieu of Taxes Structure***

During the PILOT period, each Tax Assessor shall report its portion of the assessed value of the Tenant Property subject to the PILOT on its exempt Digest in accordance with the spreadsheet provided by the Assessing BOA in Paragraph 7( b) (1) herein and by following the steps listed in Paragraph 7 (b) (2) – (8) above.

**d. *Mapping/Parcel Identification***

1. Each BOA shall identify the Property by the parcel identification number first assigned by the Assessing BOA.
2. Each BOA shall remove the valuation of property in Stanton Springs and Stanton Springs North from its QPublic website. If the BOA uses the Wingap software system, this is achieved by going to the Payout screen and checking the non-disclosure box for the particular parcel.

8.

**Tax Commissioners Obligations**

**a. *Digest Reporting***

All Tax Commissioners and the City shall report the value of the property in Stanton Springs and Stanton Springs North, as applicable, based on their Payout Percentage in their Tax Digest per House Bill 406.

**b. *Annual Report of Taxes Collected***

On or before January 1 of each year, the Collecting Commissioner shall provide a report of the total taxes collected, the commission calculation and the amounts to be distributed to the Authority, the City, each County, and each School District as dictated herein.

**c. Process for: No Tax Abatement or Phase-In Lease Valuation Structure**

- 1. The Tax Commissioners and the City shall send bills for the Tenant Property based on their Payout Percentage to the Collecting Commissioner.
- 2. The Collecting Commissioner shall send one bill to the Tenant based on the 100% valuation of the Tenant Property as shown on the Error and Release or ACO report provided by the Assessing BOA.
- 3. The Collecting Commissioner shall receive payment from the Tenant and distribute it to the Authority, the City or the Tax Commissioners of Jasper, Morgan, Newton and Walton Counties as determined by the distributions due each herein. Distributions to the Tax Commissioner for Jasper, Morgan, Newton and Walton County and to the City of Social Circle shall include a letter referencing the proportion split obligations for payments to the Counties, City and School Boards. Each Tax Commissioner shall distribute the monies in accordance with Paragraph 6 herein.

**d. Process for: Payment In Lieu of Taxes Structure**

- 1. During the PILOT period, the Tax Commissioners shall not generate bills or collect payments. The Authority will handle billing, collection, and distribution of PILOT Payments.
- 2. After the PILOT Payment period, Tax Commissioners shall follow the Process for: No Tax Abatement stated above.

**e. Tax Commissioner and City Tax Payment Websites**

The Tax Commissioners and the City shall either remove online billing options for property in Stanton Springs and Stanton Springs North or include the following language in red, bold letters on the Property Tax Statement form: “Do not pay online. Value and taxes reflect \_\_\_\_\_ County’s/City’s \_\_\_% portion only. Contact Tax Commissioner/City for 100% value and taxes due.” The blanks shall be filled in with the name of the County/City and its Payout Percentage.

9.

**Authority Budget and Expenses**

- a. The parties understand and acknowledge the annual operating budgets prepared by the Authority are based on its estimate of reasonable and foreseeable expenses.



- b. In the event the Authority’s actual expenditures are less than budgeted expenditures, any excess Tax Revenues or PILOT Payments received shall be distributed in accordance with Paragraph 5(g). Notwithstanding the above, the Authority may keep a reasonable amount of budgeted reserve funds and capital project funds for multi-year projects.
- c. In the event the Authority’s actual expenditures exceed budgeted expenditures due to unforeseen circumstances, including but not limited to the location or expansion of a new business within Stanton Springs or Stanton Springs North or litigation, reimbursement of those expenses shall be included in the budget for the following fiscal year. Within thirty (30) days of the Authority becoming aware it will incur unbudgeted expenses, the Authority shall provide the Counties , City and School Districts with an estimate of the unbudgeted expenditure and an explanation of the circumstances giving rise to the expenditure.
- d. In the event the Authority’s annual operating budget exceeds the Other Revenues, PILOT Payments, and Tax Revenues levied and collected in any given year, the Authority shall fund the balance of its budgeted operating expenses as follows:
  - i. Provided the Authority has access to an existing, County-approved, line of credit with a financial institution, the Authority shall make draws from said line of credit to meet its budget requirements for that year. Repayment of funds drawn from the line of credit shall then be added to the Authority’s budgets for the following fiscal years until said funds, including any interest thereon, have been repaid in full; or
  - ii. If the Authority does not have access to an existing, County-approved line of credit, the Authority shall send invoices for the balance of its budgeted operating expenses to the Counties within thirty (30) days of the Authority’s receipt of its share of the Tax Revenues from the Collecting Commissioner or Counties. Said invoices shall reference each County’s share of the balance of the Authority’s budgeted operating expenses based on the agreed upon percentages as follows:
    - 1.Jasper County shall pay 10.0%;
    - 2.Morgan County shall pay 15.0%;
    - 3.Newton County shall pay 37.5%; and
    - 4.Walton County shall pay 37.5%.

10.

**School District Consent**

To the extent permitted by law, the City of Social Circle, Jasper County, Morgan County, Newton County and Walton County School Districts (“School Districts”) hereby expressly consent to the terms, provisions, agreements and requirements herein and waive any rights or claims to Tax Revenues and PILOT Payments other than those specifically referenced herein.

11.

**Tax Assessor Consent and Authorization to Contract**

To the extent permitted by law, the Jasper County, Morgan County, Newton County and Walton County Board of Tax Assessors hereby expressly consent to the terms, provisions, agreements and requirements stated herein. Each County hereby expressly authorizes its Board of Tax Assessors to enter into this agreement and future agreements with the Authority and companies locating within Stanton Springs or Stanton Springs North which are consistent herewith.

12.

**Tax Commissioner Consent**

To the extent permitted by law, the Jasper County, Morgan County, Newton County and Walton County Tax Commissioners hereby expressly consent to the terms, provisions, agreements and requirements stated herein.

13.

**Economic Development Negotiations**

In order to be competitive in the economic development marketplace, the Authority is hereby authorized to negotiate with prospective business and industrial purchasers or tenants for payments in lieu of ad valorem taxation or tax abatements consistent and in accordance with applicable law(s).

14.

**Centralized Inspection and Building-Permitting**

It is to the benefit of the parties that the development of Stanton Springs and Stanton Springs North occurs in a consistent manner. Therefore, the parties hereby agree the inspection and building-permit function for development within Stanton Springs and Stanton Springs North shall be handled by the planning and zoning department so designated by the Authority pursuant to the terms of the Intergovernmental Contract Re: Development Services for Stanton Springs dated March 2, 2021 and executed by Jasper, Morgan Newton and Walton Counties and the Authority, and the May 18, 2021 Intergovernmental Contract Re: Stanton Springs North between the City of Social Circle and the Authority. The planning and zoning department handling the building-permit function, if different from the County in which a project lies, shall provide the Assessing BOA a copy of each permit issued for purposes of tracking real property values.

15.

**General**

- a. Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which shall otherwise remain in full force and effect.
- b. This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.
- c. This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.
- d. This Contract supersedes and replaces the 2004 Contract and 2016 Contract rendering the 2004 Contract and 2016 Contract null and void.

16.

**Notices**

All notices, correspondence, payments, and other communications required under this Contract shall be delivered to:

<p><b>For the Authority:</b>          Chairman          300 E Church Street          Monroe, GA 30655  <u>With a copy to:</u>          Andrea P. Gray, Attorney at Law          P.O. Box 826          Monroe, Georgia 30655</p>	
<p><b>For Jasper County:</b>          Jasper County Board of Commissioners          Attn: Chair, Board of Commissioners          126 W. Green Street          Suite 18          Monticello, GA 31064  <u>With a copy to:</u>          David Ozburn          Ozburn Law Firm, LLC          1108 Monticello Street SW          Covington, Georgia 30014</p>	<p><b>For Jasper County School District:</b>          Chairman          1411 College Street          Monticello, Georgia 31064  <u>With a copy to:</u>          Cory Kirby          Harben, Hartley &amp; Hawkins, LLP          Wells Fargo Center, Suite 750          340 Jesse Jewell Parkway          Gainesville, Georgia 30501</p>
<p><b>Jasper County Board of Tax Assessors</b>          Chief Appraiser          126 W Greene St # 124,          Monticello, GA 31064</p>	<p><b>Jasper County Tax Commissioner</b>          Tax Commissioner          126 W. Green Street          Monticello, GA 31064</p>

<p><b>For Morgan County:</b>  Morgan County  Attn: County Manager  150 East Washington Street  Suite 100  Madison, GA 30650  <u>With a copy to:</u>  Christian G. Henry  440 College Avenue N, Suite 120  Athens, GA 30601</p>	<p><b>For Morgan County School District:</b>  Morgan County School System  1065 East Ave  Madison, GA 30650  <u>With a copy to:</u>  Cory Kirby  Harben, Hartley &amp; Hawkins, LLP  340 Jesse Jewell Parkway  Wells Fargo Center, Suite 750  Gainesville, GA 30501</p>
<p><b>Morgan County Board of Tax Assessors</b>  Chief Appraiser  150 E Washington St Ste 130  Madison, GA 30650</p>	<p><b>Morgan County Tax Commissioner</b>  Tax Commissioner  P.O. Box 151  Madison, GA 30650</p>
<p><b>For Newton County:</b>  Chairman of the Newton County Board of Commissioners  1124 Clark Street  Covington, GA 30014  <u>With a copy to:</u>  Aaron Meyer  County Attorney  Jarrard &amp; Davis, LLP  105 Pilgrim Village Drive, Suite 200  Cumming, GA 30040</p>	<p><b>For Newton County School District:</b>  Superintendent  NCBOE  2109 Newton Drive  Covington, GA 30014  <u>With a copy to:</u>  William A. White  Smith, Welch, Webb &amp; White, LLC  P.O. Box 10  2200 Keys Ferry Court  McDonough, Ga. 30253</p>
<p><b>Newton County Board of Tax Assessors</b>  Chief Appraiser  1113 Usher St NE # 102  Covington, GA 30014</p>	<p><b>Newton County Tax Commissioner</b>  Tax Commissioner  1113 Usher Street  Suite 101  Covington, GA 30014</p>
<p><b>For Walton County:</b>  Walton County Finance Department  303 S. Hammond Drive, Suite 333  Monroe, Georgia 30655  <u>With a copy to:</u>  Walton County Tax Commissioner  303 S. Hammond Drive, Suite 100  Monroe, Georgia 30655</p>	<p><b>For Walton County School District:</b>  Walton County School District  200 Double Springs Church Rd.  Monroe, GA 30656  Attention: Superintendent  <u>With a copy to:</u>  Michael C. Pruett  Hall Booth Smith, P.C.  440 College Ave., Suite 120  Athens, Georgia 30601</p>



<b>Walton County Board of Tax Assessors</b> Chief Appraiser 303 S Hammond Dr #109 Monroe, GA 30655	<b>Walton County Tax Commissioner</b> Tax Commissioner 303 S Hammond Dr. Suite 100 Monroe, GA 30655
<b>For Social Circle</b> Mayor c/o City of Social Circle PO Box 310 Social Circle, GA 30025	<b>For Social Circle School District:</b> 147 Alcova Drive Social Circle GA 30025

IN WITNESS WHEREOF, the parties, action by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JASPER COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners  
of Jasper County

(SEAL)

Attest:

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

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JASPER COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_  
Chairman, Jasper County School District

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

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MORGAN COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners  
of Morgan County

(SEAL)

Attest:

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



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NEWTON COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners  
of Newton County

(SEAL)

Attest:

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

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WALTON COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners  
of Walton County

(SEAL)

Attest:

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

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WALTON COUNTY SCHOOL DISTRICT

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

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MORGAN COUNTY SCHOOL DISTRICT

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary



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NEWTON COUNTY SCHOOL DISTRICT

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

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JOINT DEVELOPMENT AUTHORITY OF JASPER,  
MORGAN, NEWTON AND WALTON COUNTIES

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

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CITY OF SOCIAL CIRCLE, GEORGIA

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

Mayor

(SEAL)

Attest:

\_\_\_\_\_

Secretary

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CITY OF SOCIAL CIRCLE SCHOOL DISTRICT

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

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JASPER COUNTY BOARD OF TAX ASSESSORS

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary



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MORGAN COUNTY BOARD OF TAX ASSESSORS

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

Chairman

(SEAL)

Attest:

\_\_\_\_\_

Secretary

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NEWTON COUNTY BOARD OF TAX ASSESSORS

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

Chairman

(SEAL)

Attest:

\_\_\_\_\_

Secretary

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WALTON COUNTY BOARD OF TAX ASSESSORS

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

Chairman

(SEAL)

Attest:

\_\_\_\_\_

Secretary

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JASPER COUNTY TAX COMMISSIONER

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

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MORGAN COUNTY TAX COMMISSIONER

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



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NEWTON COUNTY TAX COMMISSIONER

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

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WALTON COUNTY TAX COMMISSIONER

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