



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, December 07, 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.*
  - 1.1. Community Health Needs Assessment - DeDe Harris, Executive Director Walton Wellness, Inc.
2. **MEETING OPENING**
  - 2.1. Pledge of Allegiance & Invocation
  - 2.2. Call to Order
  - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
  - 3.1. Additions/Deletions
4. **PROCLAMATIONS**
  - 4.1. School Choice Week - January 23 through January 29, 2022
5. **PLANNING COMMISSION RECOMMENDATIONS**
  - 5.1. Approval of ZCU21080025 - Rezone from A2 and B2 to B2 with conditional use for outside storage and reduce transitional buffer from 50' to 25' - Applicant/Owners: A-Model Self Storage LLC & Mark & Jenny Watson - Property located at 4876, 4866, and 4846 Hwy. 81, 4751 & 4741 Shannon Rd/Map/Parcels C0160028 split, C0160030, 30A, 30B, 30C & 30D - District 1  
  
*Conditions: 1. Outside Storage allowed for recreational vehicles and water craft only; 2. Property to be fenced along Hwy. 81 and opaque fence be installed down the perimeter so as to screen from subdivision; 3. Comply with Art. 6 Outside Storage Guidelines of the WCLDO; 4. Entrance to be on Hwy. 81 only, no entrance into Watson Mill Subdivision; 5. All vehicles stored must be in workable condition.*
  - 5.2. Approval of Z21080016 - Rezone 14.37 acres from A1/A2 to A to grow & sell fruits/vegetables & sell farm animals/poultry products with customer contact - Applicant/Owner: Michael C Lyons - Property located at 2441 Broach Rd/Map/Parcel C1200056 - District 5

- 5.3.** Approval of Z21090015 - Rezone 4.22 acres from R1 to A1 to have personal animals - Applicant: Christine Rojas/Owner: Alejandro Carrillo & Christine Rojas - Property located at 4350 Tiffany Lane, 4330 & 4310 Shiloh Rd/Map/Parcels N039A024, 025 & 026 - District 1

*Conditions: Livestock be limited to parcels that front on Shiloh Road and that all guidelines for livestock be followed.*

- 5.4.** Approval of Z21090018 - Rezone 2.40 acres from R1 to B3 & reduce 50' transitional buffer from 50' to 25' with an 8 ft. opaque fence for plumbing office & outside storage - Applicant/Owner: Kevin Barrett - Property located at 6670 Hwy. 20/Map/Parcel C0020078 - District 2

*Condition: Reduce the transitional buffer from 50' to 25' with an 8 ft. opaque fence as submitted.*

- 5.5.** Approval of Z21090019 - Rezone 7.57 acres from A1 to R1 to create 4 buildable lots - Applicant: Kevin Boekman/Owner: Essie Mae Johnson - Property located at 2073 Laurel Gate Lane & HD Atha Road/Map/Parcel C0770064 - District 4

*Condition: Minimum house size be 2,700 sq. ft. and lots be divided as per the site plan submitted.*

- 5.6.** Approval of Z21090027 - Rezone 3.87 acres from A1 to R1 to create 3 buildable lots - Applicant/Owner: Jamie Wade Griffeth - Property located at 4025 Bullock Bridge Rd/Map/Parcel C0590091 - District 1

- 5.7.** Approval of Z21100002 - Rezone 2.76 acres from A1 to R1 to split off 1 acre with existing house & create a 1.76 acre buildable lot- Applicant/Owner: Joshua T Parker - Property located at 2031 John Stowe Rd/Map/Parcel C1200107 - District 6

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

- 6.1.** Approval of November 2, 2021 Meeting Minutes
- 6.2.** Approval of November 16, 2021 Meeting Minutes
- 6.3.** Contracts & Budgeted Purchases of \$5000 or Greater
- 6.4.** Declaration of Surplus Property
- 6.5.** Ratification of Actions taken by WCWSA
- 6.6.** Agreement for Donation of Real Property - DDS

- 6.7.** Termination of Water Purchase Agreement with A. Floyd @ Felker Park and authorization for attorney to send notice

**7. FINANCE**

- 7.1.** Proposed FY23 Budget Calendar

**8. RESOLUTIONS**

- 8.1.** Resolution - FY22 Budget Amendment

- 8.2.** Resolution - Historic Courthouse Renovations and FY22 Budget Amendment

- 8.3.** Resolution - Employee Health Clinic and FY 22 Budget Amendment

- 8.4.** Resolution - MOU J&J Settlement

- 8.5.** Resolution - Re-adoption - Amendment to Service Delivery Strategy - Stanton Springs - Stanton Springs North and amending limit of City of Monroe Sewer Services to Corporate limits of City of Monroe

**9. HUMAN RESOURCES**

- 9.1.** Staffing Request - Temporary Systems Administrator

**10. CONTRACTS**

- 10.1.** Contract - PPI Design of WCPSC

**11. DISCUSSION**

**12. ANNOUNCEMENTS**

**13. EXECUTIVE SESSION**

**14. ADJOURNMENT**

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

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

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

For more information, please contact Rhonda Hawk.

**PROCLAMATION**

**Walton County School Choice Week**

**WHEREAS**, all children in Walton County should have access to the highest-quality education possible; and,

**WHEREAS**, Walton County recognizes the important role that an effective education plays in preparing all students in Government Name to be successful adults; and,

**WHEREAS**, quality education is critically important to the economic vitality of Walton County; and,

**WHEREAS**, Walton County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

**WHEREAS**, Walton County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

**WHEREAS**, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

**NOW, THEREFORE**, I, David G. Thompson do hereby recognize January 23 – January 29, 2022 as Walton County School Choice Week, and I call this observance to the attention of all of our citizens.

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David G. Thompson, Chairman

# Rezone ZCU21080025 Staff Analysis

Commission District: 1 - Warren

Planning Commission Hearing Date: ~~10-07-2021~~ 11-4-2021

Board of Commissioners Hearing Date: ~~11-02-2021~~ 12-7-2021

Parcel ID: Map C0160028spl, 30, 30A, 30B, 30C, 30D

Total Acreage 5.54 +/-

**Applicant:**  
A-Model Self Storage LLC  
4886 Highway 81 N  
Loganville, Georgia 30052

Owner of C0160028 & 30:  
A-Model Self Storage LLC  
4886 Highway 81 N  
Loganville, Georgia 30052

Owners of C0160030A & 30B, 30C,30D:  
Mark & Jenny Watson  
4926 Highway 81 N  
Loganville, Georgia 30052

**Property Location:** 4876 Highway 81, 4866 Highway 81, 4846 Highway 81 & 4751 Shannon Road and 4741 Shannon Road

**Current Character Area:** Neighborhood Residential

**Current Zoning:** A2 and B2

**Staff Comments/Concerns: Staff has no issues with request. This project started in 2016 and has been rezoned parcel by parcel.**

**Should the board desire to approve the request, department would respectfully request the rezone be approved as follows:**

*Approval of request as outlined in Z21080025 rezone application which will result in the entire project being zoned B2 with conditional use for outside storage; conditional use for caretaker house; variance to reduce required 50' transitional buffer to 25' as shown on site plan. The frontage along Highway 81 will be enclosed with a wrought iron fence; the portion along Shannon Road will have a retaining wall, a 6' chain link fence with evergreens to the road side of fence; the rear and easterly side of the development will be enclosed by a 6' chain link fence with evergreens planted on the outside of the fence toward adjoining property owners. And all outside storage will be limited to operable vehicles, boats, RV's and trailers.*

**Request:**

Rezone 3.00 acres (Parcels C0160030A, C0160030B, and C0160030C from A2 to B2 for mini warehouses with conditional use for outside storage.

Conditional Use to allow outside storage on C0160028spl, C0160030C and C0160030D which were all previously rezoned to B2 for mini warehouses.

Variance on required 50' transitional buffer to be reduced to 25' with addition of retaining wall, 6 foot chain link fence and Leyland cypress or evergreen to be placed in front of wall/fence on parcel C0160030D

**Site Analysis:** The 5.54 +/- acre tracts are located on 4876 Highway 81, 4866 Highway 81, 4846 Highway 81 & 4741 & 4751 Shannon Road. The surrounding properties are zoned A2, B2 and City of Loganville.

**Zoning History:**

ZCU16110002 (C0160028) -rezone 3.4 acres from A2 to B2 conditional for mini warehouses, and Conditional Use for outside storage approved 1-10-17 with conditions:

1- Outside Storage be allowed for recreational vehicles and water craft only

- 2- Property must be fenced along Hwy 81; that an opaque fence be installed down the perimeter of the property so it will be screened from subdivision
- 3- Comply with Article 6 outside Storage guidelines of the Walton County Land Development Ordinance
- 4- Entrance will be on Hwy 81 only; no entrance into Watson Mill Subdivision
- 5- All vehicles stored must be in workable condition.

Z18070001 (C0160030C and C0160030D) for mini warehouses approved 9-11-18

ZCU17080005 (C016030E) Rezone 1.00 acre from A2 to B2 for mini warehouses to allow driveway off Hwy 81 as per ZCU16110002 with conditional use for existing home to be used as a caretaker residence.

Approved 11-7-17 with conditions of no outside storage. \*\*

**Character Area:** The character area for this property is Neighborhood Residential which allows for B2 zoning.

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

**Public Works:** Public Works recommends keeping the required buffer and building set back lines for address 4846 Shannon Road C0160030B00 to facilitate any future road intersection alignment improvements.

**\*\* (Correction—applicant is only requesting a variance on the transitional buffer between properties, he is not seeking a reduction in the building setbacks.) \*\* P&D COMMENTS**

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

**Water Authority:** This area is served by a 6" water main along Hwy 81 (static pressure: 95 psi, estimated fire flow available: 1,550 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** The closest fire hydrant to this property is located across Hwy 81 on Hamlet Drive. We would recommend placing a new hydrant on Hwy 81 near the entrance to the facility.

**Fire Code Specialist:** All buildings shall be located within 500 ft. of a fire hydrant.

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

**DOT Comments:** Will require GDOT coordination.

**Archaeological Information:** No comment received.

**PC ACTION 10/7/2021:**

1. Rezone –Z21080025– Rezone appx 3.00 acres from A2 to B2 for mini warehouses with a Conditional Use for outdoor storage & Variance to reduce buffer and road frontage by 25 ft.– Applicant: A-Model Self Storage LLC/Owners: A-Model Self Storage LLC & Mark & Jenny Watson – Property located on 4876, 4866, and 4846 Hwy 81/Shannon Rd/Map/Parcels C0160030, 30A & 30B–District 1.

**Presentation:** Charna Parker advised the Board that this case has been tabled until the next meeting on November 4, 2021.

**Speaking:** None

**Recommendation:** John Pringle made a motion to accept that this case will be tabled until the next month with a second by Wesley Sisk. The motion carried unanimously.

**PC ACTION 11/4/2021:**

1. Rezone –ZCU21080025– Rezone from A2 and B2 to B2 with conditional use for outside storage and reduce transitional buffer from 50' to 25' - Applicant: A-Model Self Storage LLC/Owners: A-Model Self Storage LLC & Mark & Jenny Watson – Property located on 4876, 4866, and 4846 Hwy 81/4751 & 4741 Shannon Rd/Map/Parcels C0160028 split, C0160030, 30A, 30B, 30C & 30D–District 1.

**Presentation:** Mark Watson represented the case. He stated that he lives at 4926 Highway 81, Loganville. He is the Applicant and the owner of the properties. He stated this Rezone is a continuation of the development of mini warehouses that he started a few years ago. Tim Hinton asked if he was finishing out the lower part of the property closer to the City of Loganville and Mr. Watson stated yes. Mr. Hinton asked if this would complete the phases and Mr. Watson that it would. Mr. Watson stated there is already a detention pond there and the driveway already exists.

**Speaking:** None

**Recommendation:** Josh Ferguson made a motion to recommend approval with conditions:

- 1- Outside Storage be allowed for recreational vehicles and water craft only
- 2- Property must be fenced along Hwy 81; that an opaque fence be installed down the perimeter of the property so it will be screened from subdivision



**3- Comply with Article 6 Outside Storage guidelines of the Walton County Land Development Ordinance**

**4- Entrance will be on Hwy 81 only; no entrance into Watson Mill Subdivision**

**5- All vehicles stored must be in workable condition.**

**with a second by Wesley Sisk. The motion carried unanimously.**

# Rezone Application # ZCU21080025

Planning Comm. Meeting Date <sup>10/7/2021 to</sup> 1-04-2021 at 6:00PM held at **WC Board of Comm. Meeting Room**  
 Board of Comm Meeting Date <sup>11/2/2021 to</sup> 12-07-2021 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

**Map/Parcel** C0160028spl, 30, 30A, 30B, 30C, 30D

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>A-Model Self Storage LLC 4886 Hwy 81N</u>	<u>Same as owner</u>
<u>Mark &amp; Jenny Watson 4926 Hwy 81 N</u>	
<u>Loganville GA 30052</u>	
	(If more than one owner, attach Exhibit "A")
Phone # <u>678-395-3251</u>	Phone # <u>678-898-5615</u>
Location: <u>Hwy 81 &amp; Shannon Rd</u>	Requested Zoning <u>B2 w/CU outside storage</u> Acreage <u>5.54</u>
Existing Use of Property: <u>Rental homes and mini warehouse storage</u>	
Existing Structures: <u>Mobile Homes and Mini warehouse storage/Outside Storage</u>	
The purpose of this rezone is <u>Rezone with conditional use for outside storage with variance - See attached explanation</u>	
Property is serviced by:	
Public Water: <input checked="" type="checkbox"/>	Provider: <u>Walton County Water</u> Well: _____
Public Sewer: _____	Provider: _____ Septic Tank: <input checked="" type="checkbox"/>
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.	
<u>Med Wade</u>	<u>8-24-2021</u> \$ <u>450.00</u>
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 A2 Surrounding Zoning: North B2 South City of Loganville  
East B2 West A2/B2

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

Commission District: 1-Warren Watershed: Alcovy River W-P1

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;  
Farm - A1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. The extent to which property values are diminished by the particular zoning restrictions;  
will increase  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
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 impact  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;  
Gives a needed service and will give jobs.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Located on a highway, will be  
best use of property.  
\_\_\_\_\_  
\_\_\_\_\_

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

Been A2 from 1972  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 1) ZCU16110002-1<sup>st</sup> rezone request on parcel C0160028 3.4 acres from A2 to B2 with conditional use to allow outside storage approved with conditions 1-10-17
- 2) ZCU17080005- Rezone 1.00 acre C160030E (now designated as C0160030) to allow driveway on Hwy 81 as per ZCU16110002 and allow existing home on parcel C0160028 to be used as a caretaker residence -approved 11-7-17 with no outside storage allowed
- 3) Z18070001 Rezone 2.15 acres C160030C & 30D from A2 to B2 for mini warehouses

**NOTICE:** THIS INSTRUMENT IS THE RESULT OF THE PROCEEDINGS OF THE BOARD OF ALCOHOLIC BEVERAGE CONTROL AND REGULATION OF THE STATE OF GEORGIA. THE BOARD HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED REZONING IS IN THE PUBLIC INTEREST AND IS CONSISTENT WITH THE ZONING MAP AND THE ZONING ORDINANCES OF THE COUNTY OF WALTON, GEORGIA.

**RECORDATION:** THIS INSTRUMENT IS SUBJECT TO THE PROCEEDINGS OF THE BOARD OF ALCOHOLIC BEVERAGE CONTROL AND REGULATION OF THE STATE OF GEORGIA. THE BOARD HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED REZONING IS IN THE PUBLIC INTEREST AND IS CONSISTENT WITH THE ZONING MAP AND THE ZONING ORDINANCES OF THE COUNTY OF WALTON, GEORGIA.

**BK-115 PG-160-160**  
 Filed and Recorded  
 Feb-04-2019 01:36 PM  
 DOC# 2019-000035  
 KATHY K TROSENOR COURT  
 CLERK OF SUPERIOR COURT  
 WALTON COUNTY, GA  
 Participant ID: 6458608574



**RECORDATION BOUNDARY MAP**  
**MARK WATSON**  
 DATE OF PLAT PREPARATION: 2/7/19  
 FIELD WORK DATE: 12/27/18  
 COUNTY: WALTON COUNTY, GEORGIA  
 LAND LOTS: 192 & 193  
 5th DISTRICT  
 SCALE: 1" = 50'  
 ALCOHOL SURVEYING AND ENGINEERING, INC.  
 1408 W. 15th St., Tallahassee, FL 32310  
 PHONE: 904-774-4500 FAX: 904-774-4502

**NOTE:**  
 ONE IS TRACTS 4 & 5: 2.274 ACRES  
 PHASE THREE IS TRACTS 6 & 8: 1.268 ACRES  
 DETENTION POND CASSETTE: 0.504 ACRES

**CLUMP DATA**

CLUMP	Radius	Length	Clump Area
1	10.00	10.00	314.16
2	10.00	10.00	314.16
3	10.00	10.00	314.16
4	10.00	10.00	314.16
5	10.00	10.00	314.16
6	10.00	10.00	314.16
7	10.00	10.00	314.16
8	10.00	10.00	314.16
9	10.00	10.00	314.16
10	10.00	10.00	314.16

A SURVEYOR'S NOTE: THESE DIMENSIONS WERE USED TO LOCATE THE POINTS OF THE BOUNDARY AS SHOWN ON THIS PLAT. THE FIELD DATA WERE CHECKED FOR ACCURACY AND FOUND TO BE WITHIN THE TOLERANCES PERMITTED BY THE PROFESSIONAL SURVEYING AND ENGINEERING ACT. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR AS A RESULT OF THIS PLAT.

THIS INSTRUMENT IS SUBJECT TO THE PROCEEDINGS OF THE BOARD OF ALCOHOLIC BEVERAGE CONTROL AND REGULATION OF THE STATE OF GEORGIA. THE BOARD HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED REZONING IS IN THE PUBLIC INTEREST AND IS CONSISTENT WITH THE ZONING MAP AND THE ZONING ORDINANCES OF THE COUNTY OF WALTON, GEORGIA.

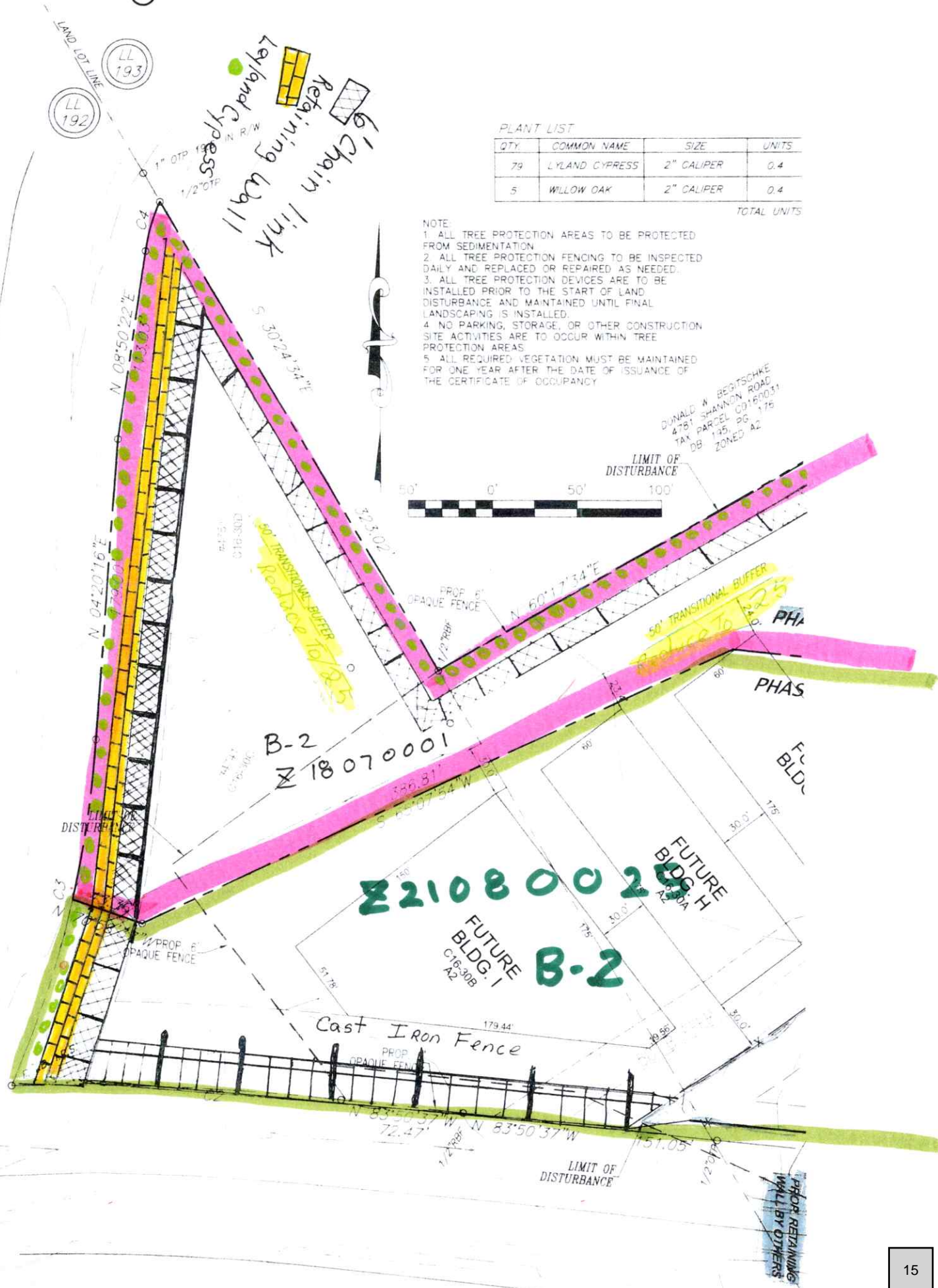


TREES ARE NOT TO SCALE

- (E) LANDSCAPE TREE (SEE DETAIL SHEET)
- (I) 4" CONCRETE FLUME
- (J) CURB TAPER

Item 5.1.

ROAD ~ APPARENT 80' R/W



PLANT LIST

QTY	COMMON NAME	SIZE	UNITS
79	LYLAND CYPRESS	2" CALIPER	0.4
5	WILLOW OAK	2" CALIPER	0.4

TOTAL UNITS

- NOTE:
1. ALL TREE PROTECTION AREAS TO BE PROTECTED FROM SEDIMENTATION
  2. ALL TREE PROTECTION FENCING TO BE INSPECTED DAILY AND REPLACED OR REPAIRED AS NEEDED.
  3. ALL TREE PROTECTION DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED.
  4. NO PARKING, STORAGE, OR OTHER CONSTRUCTION SITE ACTIVITIES ARE TO OCCUR WITHIN TREE PROTECTION AREAS.
  5. ALL REQUIRED VEGETATION MUST BE MAINTAINED FOR ONE YEAR AFTER THE DATE OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY



B-2  
Z 18070001

FUTURE BLDG. H  
AZ 1800A  
FUTURE BLDG. I  
C16-30B  
B-2  
Z 21080020

Cast Iron Fence

PROP. RETAINING WALL BY OTHERS

ZCU21080025 – 4876, 4866, & 4846 Hwy 81 and 4751 & 4741 Shannon Road

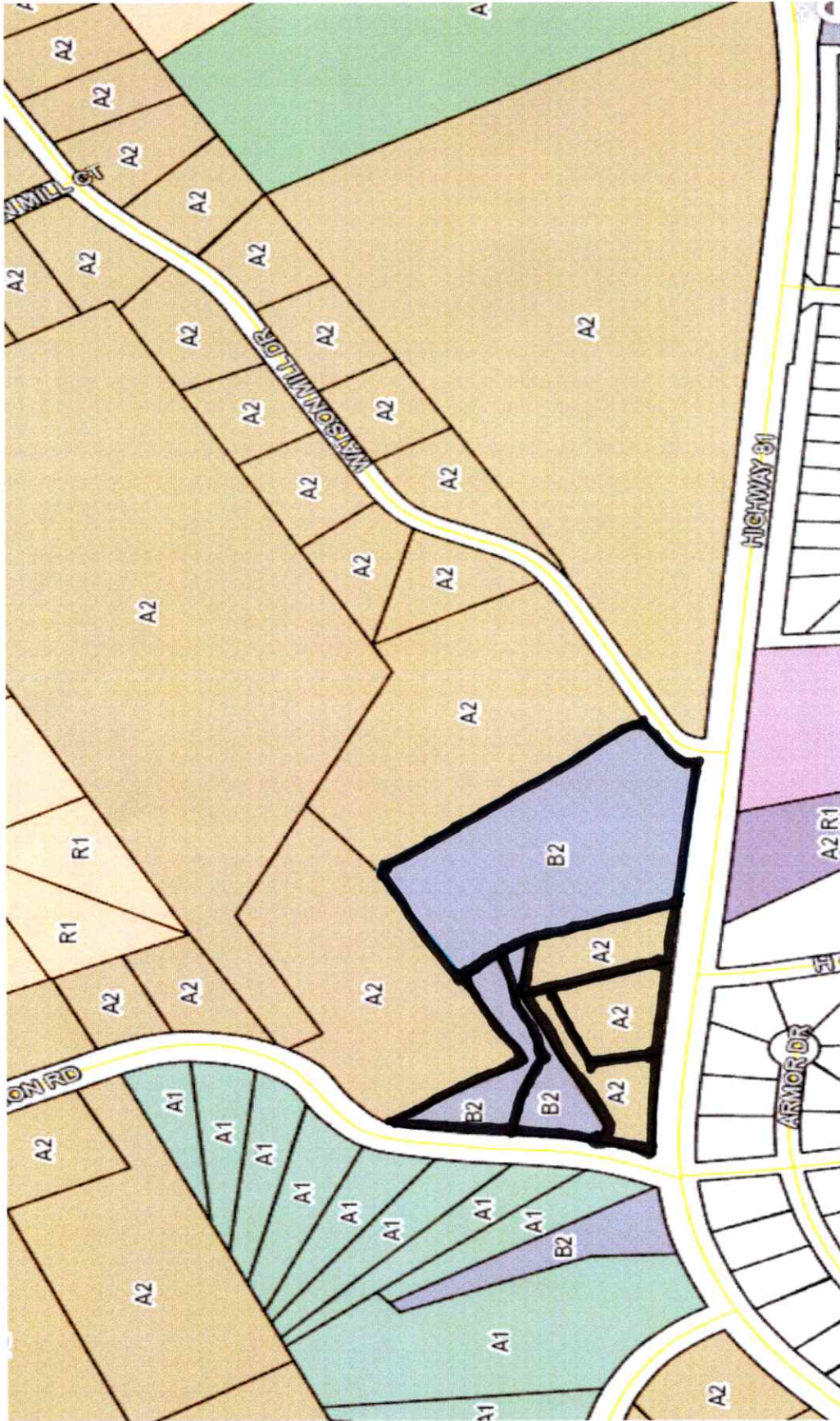




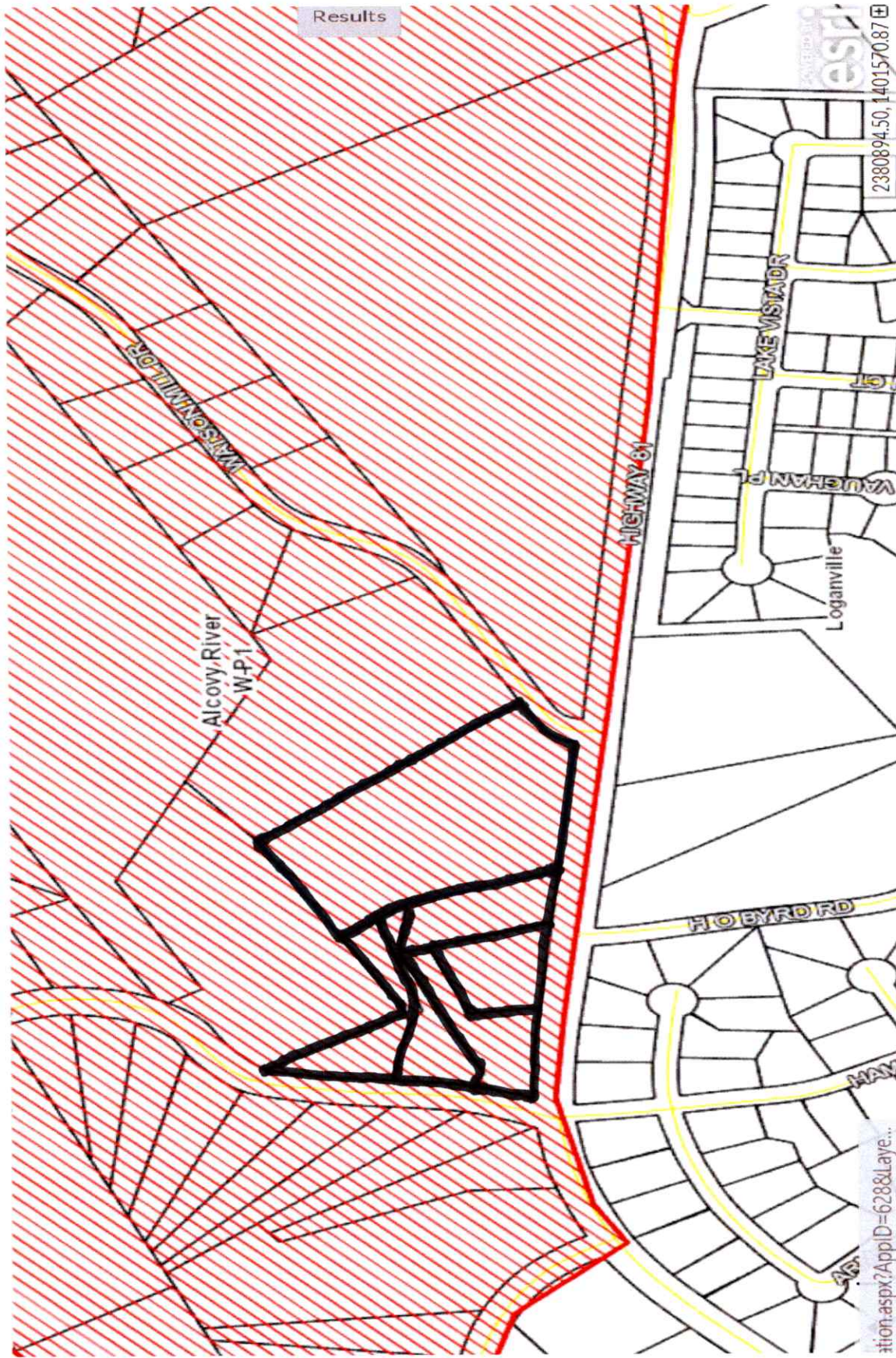
ZCU21080025 – 4876, 4866, & 4846 Hwy 81 and 4751 & 4741 Shannon Road



ZCU21080025 – 4876, 4866, & 4846 Hwy 81 and 4751 & 4741 Shannon Road



ZCU21080025 – 4876, 4866, & 4846 Hwy 81 and 4751 & 4741 Shannon Road



## Rezone Z21080016 Staff Analysis

Commission District: 5 - Adams

Planning Commission Hearing Date: 11-04-2021

Board of Commissioners Hearing Date: 12-07-2021

Parcel ID: Map C1200056

Acreage: 14.37

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**Applicant/Owner:**

**Michael Lyons**

**2441 Broach Road**

**Monroe, Georgia 30656**

**Property Location:** 2441 Broach Road

**Current Character Area:** Suburban

**Current Zoning:** A1/A2

**Request:** Rezone 14.37 acres from A1/A2 to A to grow & sell fruits & vegetables, sell farm animals & poultry products. Applicant is also requesting customer contact.

**Staff Comments/Concerns:**

**Site Analysis:** The 14.37-acre tract is located on 2441 Broach Road. The surrounding properties are zoned A1/A2, A1 and A2.

**Zoning History:**

V06120008	Lori M. Dozetos	Min lot widths 2 Res lots 14.367	C0120-56 2441 Broad Road	Approved Condition BOA 10/16/07 Decision Rescinded A07090005
V07050013	Lori Dozetos	Spacing – Driveway 14.367	C0120-56 spl 2441 Broad Road	Approved Cond.
A07090005	Lori Dozetos	Rescind actions of 2 applications V06120008 heard on 1/16/2007	2441 Broach Road	Rescind Actions in V06120008

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

**Comments and Recommendations from various Agencies:**

**Public Works:** Public Works Recommends a Paved Commercial Driveway Apron be Installed if a Business requires Customer Contact on Location to allow for safe Ingress/Egress at the Location.

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

**Water Authority:** This property is not currently served with water service, however a 8" water main exists at the intersection of Dry Pond Rd. (static pressure: 110 psi, Estimated fire flow available: 950 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No issues

**Fire Code Specialist:** No comment received

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

**Development Inspector:** No comment received

**DOT Comments:** Will not effect DOT.

**Archaeological Information:** No comment received

**PC Action 11/4/2021:**

1. Rezone – Z21080016 – Rezone 14.37 acres from A1/A2 to A to grow & sell fruits/ vegetables & sell farm animals/poultry products with customer contact– Applicant/Owner: Michael C Lyons – Property located on 2441 Broach Rd/Map/Parcel C1200056 – District 5.

**Presentation:** Michael Lyons represented the case and stated that he wants to grow fruits and vegetables to sell. He stated that some products would be sold on site. He would also like to sell animals – he has a small pasture where it would keep them. John Pringle asked what kind of animals and Mr. Lyons stated guinea hens, goats and chickens.

**Speaking:** None

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

Rezone Application # Z.21080016

Planning Comm. Meeting Date 11-4-2021 at 6:00PM held at **WC Board of Comm. Meeting Room** - 3rd floor Hammond Drive  
Board of Comm Meeting Date 12-7-2021 at 6:00PM held at **WC Historical Court House** - 2nd floor 111 S. Broad Street

You or your agent must be present at both meetings

Map/Parcel C1200056

Applicant Name/Address/Phone #

Michael Lyons  
2441 Broach Rd  
Monroe, GA 30656

Property Owner Name/Address/Phone

Michael Lyons  
2441 Broach Rd  
Monroe, GA 30656  
(If more than one owner, attach Exhibit "A")

Phone # 201-704-0020

Phone # 201-704-0020

Location: 2441 Broach Rd Requested Zoning A Acreage 14.37

Existing Use of Property: Residential

Existing Structures: House, Utility Building, Carport

The purpose of this rezone is Farming Fruits Vegetables Animals personnel  
Various farm animals and Poultry  
Request Customer Contact

Property is serviced by the following:

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

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

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

[Signature]  
Signature

8-13-2021  
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

Office Use Only:

Existing Zoning A1/A2 Surrounding Zoning: North A1A2 South A1  
East A2 West A1

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

Commission District: 5-Adams Watershed: \_\_\_\_\_ TMP: \_\_\_\_\_

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

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

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

1. Existing uses and zoning of nearby property;

Residential, A5, A1 A2  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Will not 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;

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Bringing Revenue to the County  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

yes

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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

Not Vacant

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MICHAEL LYONS  
2441 BROACH ROAD NW  
MONROE, GA 30656

The enclosed Georgia Candler's License is valid until revoked.

This license should be displayed along with your local business license and/or state tax number certification. Your inspector will need to verify that your license contains the necessary information from time to time during their routine inspection. **Please Note:** Additional equipment and/or structural changes may become necessary should you decide to handle different food products than those for which you were originally licensed.

We have updated our website. Visit [www.kellysolutions.com/GA](http://www.kellysolutions.com/GA) to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your information online anytime. You can refer people to this website to validate your credentials. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.  
If you have questions or concerns regarding your License, please contact: Georgia Department of Agriculture, (404) 656-3627 or email the licensing Coordinator at [candlers@agr.georgia.gov](mailto:candlers@agr.georgia.gov).

(Fold or cut on line to display)

Georgia Department of Agriculture  
Food Safety Division  
19 Martin Luther King Jr. Dr. SW  
Atlanta, GA 30334  
Tele: (404) 656-3627 Fax: (404) 463-6428  
[agr.georgia.gov](http://agr.georgia.gov)

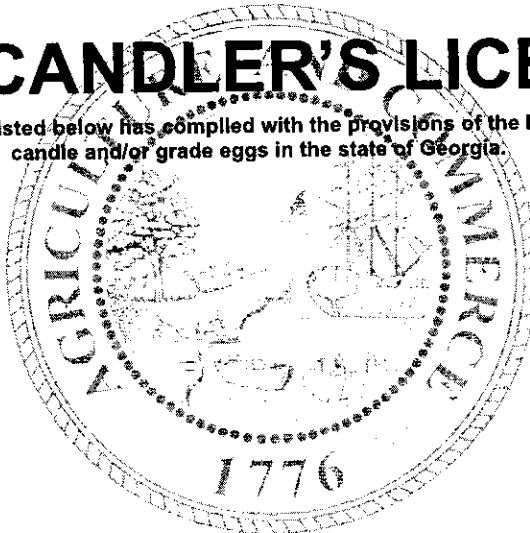
# EGG CANDLER'S LICENSE

This is to certify that the individual listed below has complied with the provisions of the law thereto, is hereby authorized to candle and/or grade eggs in the state of Georgia.

Date Issued:  
9/15/2021

License Number:  
11892

MICHAEL LYONS  
2441 BROACH ROAD NW  
MONROE GA 30656



**This License Is Not Transferable and Must Be Posted At All Times In A Prominent Business Location**



I intend to grow fruit, vegetables, flowers as well as various livestock, ~~for resale~~. poultry for resale. These will be taken to various markets as well as onsite resale.

*Michael*

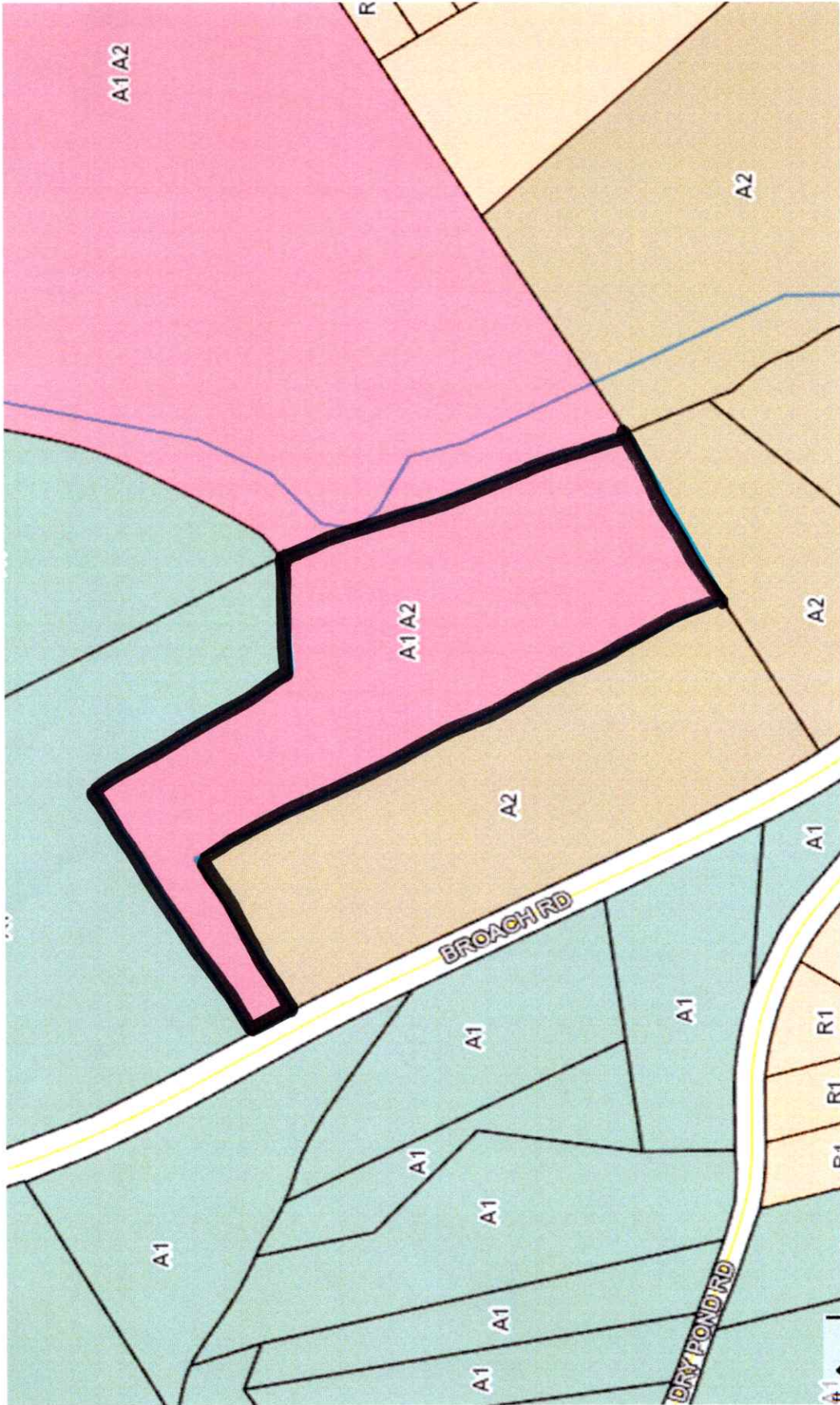
Z21080016 – 2441 Broach Rd



Z21080016 – 2441 Broach Rd



Z21080016 – 2441 Broach Rd



# Rezone Z21090015 Staff Analysis

Commission District: 1 - Warren

Planning Commission Hearing Date: 11-04-2021

Board of Commissioners Hearing Date: 12-07-2021

Parcel ID: Map N039A024, 025 & 026

Acreage: 4.22

**Applicant:**

Christine Rojas  
4350 Tiffany Lane  
Loganville, Georgia 30052

**Owners:**

Alejandro Carrillo & Christine Rojas  
4350 Tiffany Lane  
Loganville, Georgia 30052

**Property Location:** 4350 Tiffany Lane/4330 & 4310 Shiloh Road

**Current Character Area:** Suburban

**Current Zoning:** R1

**Request:** Rezone 4.22 acres from R1 to A1 to have personal animals.

## **Livestock, Quarters and Enclosures (1)**

- A. No animal quarters are to be located closer than 50 feet to any property line.
- B. Adequate off-street parking shall be provided for livestock trailers, recreation vehicles, etc. associated with the proposed use in addition to the minimum requirements of this Ordinance.



- C. When such a use is located in zoning districts other than the Agricultural A District, the maximum number of large, hooved livestock, including but not limited to cows, hogs, horses and llamas, shall be equal to two (2) animals per fenced acre. In the A-Agricultural District, the maximum number of large hooved livestock shall be equal to (5) animals per fenced acre.
- D. When such a use is located in zoning districts other than the Agricultural A District, the maximum number of small hooved livestock shall be equal to four (4) animals per fenced acre. (10-2-07)
- E. No free-range poultry shall be permitted within any platted subdivision. (2013)  
(See Poultry)

**Staff Comments/Concerns:**

**Site Analysis:** The 2.29 acre tract is located on 4350 Tiffany Lane; 0.91 acre tract is located on 4330 Shiloh Road and 1.02 acre tract is located on 4310 Shiloh Road. The surrounding properties are zoned R1 and A1.

**Zoning History:** No History

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

**Comments and Recommendations from various Agencies:**

**Public Works:** No issues with approval of this request.

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

**Water Authority:** This area is served by a 6" water main along Tiffany Ln. (static pressure: 40 psi, Estimated fire flow available: 750 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No issues

**Fire Code Specialist:** No comment received

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

**Development Inspector:** No comment received

**DOT Comments:** Will not effect DOT.

**Archaeological Information:** No comment received

**PC ACTION 11/4/2021:**

1. Rezone – Z21090015 – Rezone 4.22 acres from R1 to A1 to have personal animals– Applicant: Christine Rojas/Owner: Alejandro Carrillo & Christine Rojas – Property located on 4350 Tiffany Lane & 4330&4310 Shiloh Rd/Map/Parcels N039A024, 025 & 026 – District 1.

**Presentation:** Christine Rojas represented the case and stated that she wants to rezone so she can have personal animals. She stated that the previous owners had horses. She stated that she is a daughter of a police officer and she just wants to make sure that what she is doing is legal. She said that she and her family have allergies so she would use goat milk for her family.

**Speaking:** None

**Recommendation:** Josh Ferguson made a motion to recommend approval with conditions that the livestock be limited to parcels that front on Shiloh Road and that all of the guidelines for livestock be followed with a second by John Pringle. The motion carried unanimously.

Rezone Application # 221090015

Planning Comm. Meeting Date 11/4/2021 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 12/7/2021 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel N039A024, N039A025, N039A026

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Christine Rojas  
4350 Tiffany Lane, Loganville, GA 30052/786-525-5421

Alejandro Carrillo and  
Christine Ashley Marie Rojas  
4350 Tiffany Lane  
Loganville, GA. 30052

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

Phone # 786-525-5421

Phone

# 2.29 acres

0.91 acres 1.02 acres

Location: 4350 Tiffany Lane  
Loganville, GA 30052

4330's 4310  
Shiloh Road

Requested Zoning A1

Acreage 4.22

Existing Use of Property: Residential

Existing Structures: Single family home, Detached garage, Shed

The purpose of this rezone is:

To try to make better use of the vacant land to raise sheep and or goats for the milk they provide as well as farm the land.

Property is serviced by the following:

Public Water: X Provider: Walton County Water Department Well:

Public Sewer:          Provider:         

Septic Tank: X

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.

Christine Rojas  
Signature

09/22/2021  
Date

\$ 300.00  
Fee Paid

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning R1

Surrounding Zoning: North A1 South A1  
East A1 West A1

Comprehensive Land Use: Suburban

**DRI Required?** Y          N ✓

Commission District: 1-Warren

Watershed: Alcovy River  
W-P1

Temp:

Exhibit A

Alejandro Carrillo  
4350 Tiffany Lane, Loganville, GA 30052  
305-338-8122

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 in the subdivision are zoned residential homes directly behind and to the right of ours near the church are zoned A1.

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- 2. The extent to which property values are diminished by the particular zoning restrictions;  
Nearby property values are not diminished by the zoning restrictions but are limited to the use of the land given there are less than 20 homes in our small subdivision.

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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;  
No destruction of property value will be noted as the zoning of nearby homes is consistent with A1.

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- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;  
Rezoning the vacant land and home we own to A1 will help alleviate the master plan for future development opportunities for the growing city of Loganville including the increase of affordable rentals available as well as for the increase in more affordable housing for first time home buyers and families seeking to down size that provides diversity.

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

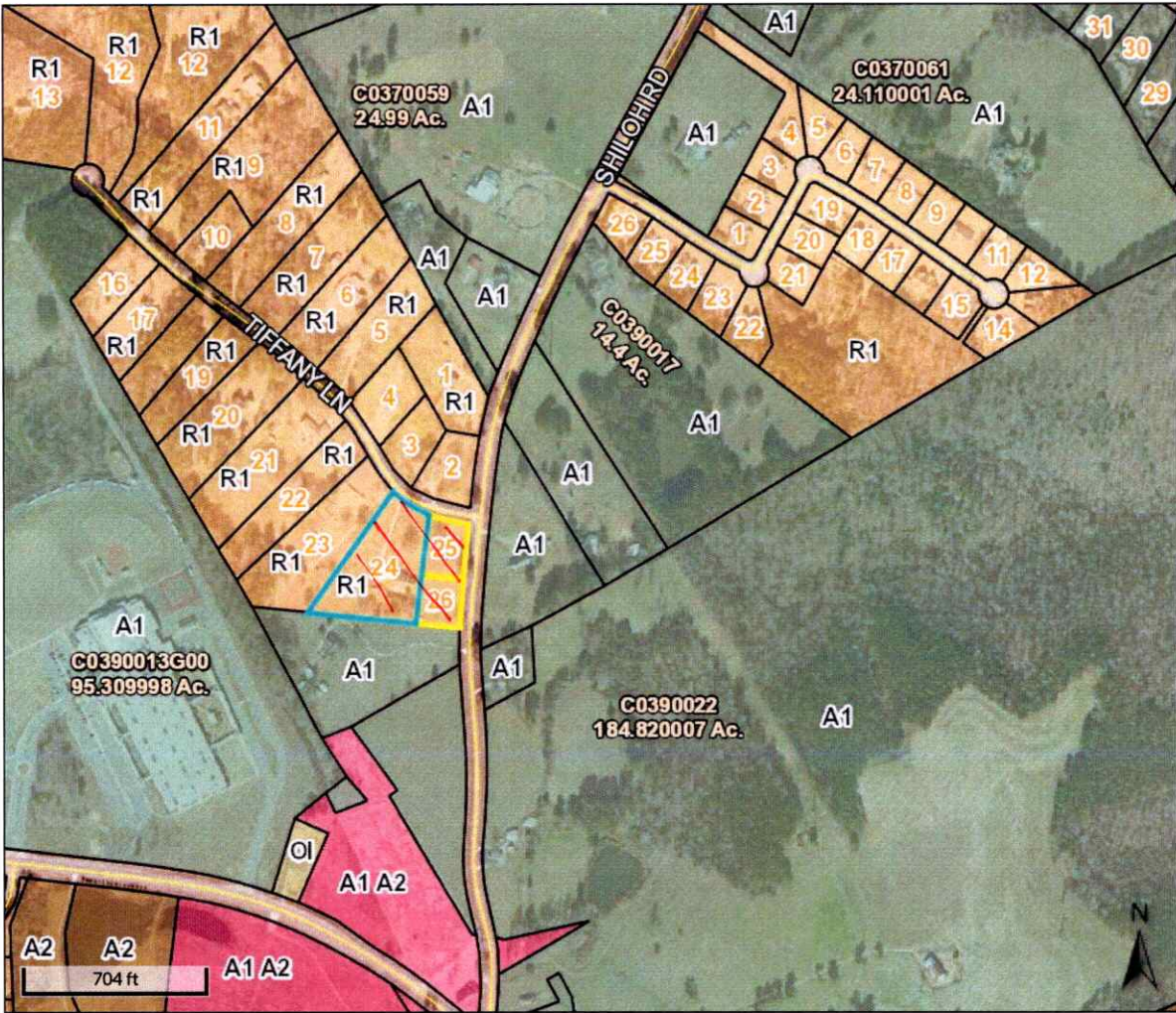
~~Our home is suited for the zoning requested as it is consistent with the nearby properties zoning of A1.~~

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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

~~We purchased the home last year 6/29/2020 the previous owners did not leave the land vacant as they had 2 horses that occupied the fenced in area of the property. The owners prior left the land vacant from what we can see on Google maps from 2018 the land has been vacant and unoccupied not including the single family home, the detached garage and the shed.~~



**Legend**  
 Parcels  
 Parcel Numbers + Acreage

<b>Parcel ID</b>	N039A024	<b>Owner</b>	CARRILLO ALEJANDRO & ROJAS CHRISTINE ASHLEY MARIE	<b>Last 2 Sales</b>			
<b>Class Code</b>	Residential	<b>Physical Address</b>	4350 TIFFANY LN	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	Walton County	<b>Appraised Value</b>	LOGANVILLE, GA 30052	6/29/2020	0	DG	U
<b>Acres</b>	2.29			6/29/2020	\$399000	MP	U

(Note: Not to be used on legal documents)

Date created: 9/22/2021  
 Last Data Uploaded: 9/22/2021 6:26:51 AM

Developed by  **Schneider**  
 GEOSPATIAL

Alejandro Carrillo & Christine Rojas  
4350 Tiffany Lane,  
Loganville, GA

Tracie Malcom  
Zoning Coordinator  
Walton County Planning and Development  
303 S Hammond Drive, Suite 98  
Monroe, GA 30655

Dear Tracie,

Thank you for taking the time to read this request for zoning change. We are applying to change the zoning of our property from R1 to A1 in hopes of attaining farm animals for personal use. Our ability to raise farm animals is conditional upon our request for zoning change.

Our intent is to try to make better use of the vacant land to raise sheep and or goats for the milk they provide as well as farm the land for foods that are safe for us to eat. As a family we have a variety of food allergies and being able to source the food from our home reduces our chances of cross contamination. Raising the sheep would allow us the ability to source our own milk for personal consumption.

We are excited about this phase and hope to receive approval from our county in an effort to work together as a community as our neighbors have shown us. If you have any questions or concerns regarding my application please do not hesitate to contact me at 786-525-5421 or email at

Thank you again for your kind consideration and I hope to hear from you soon.

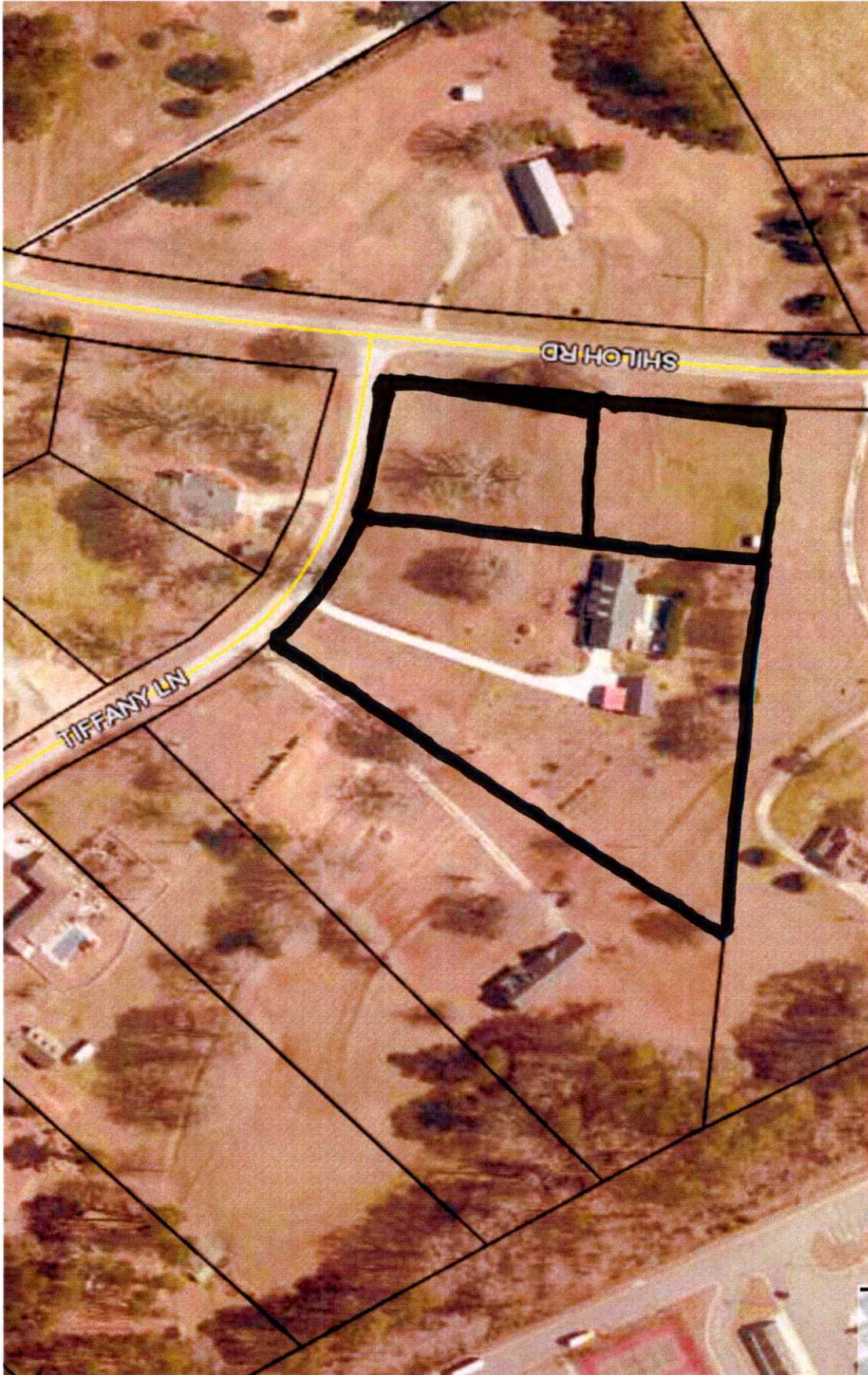
Sincerely,



Christine Rojas



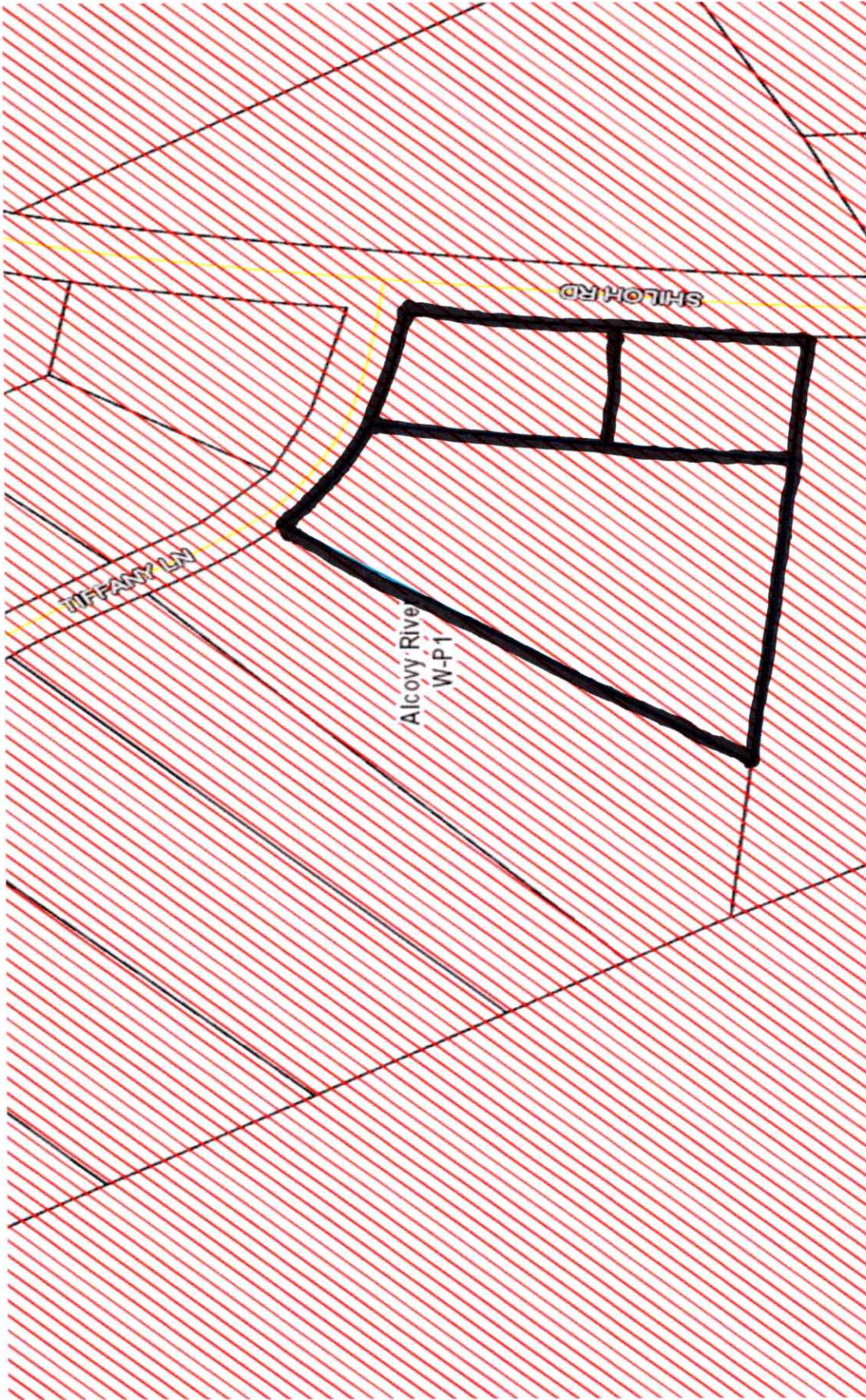
Z21090015 – 4350 Tiffany Lane



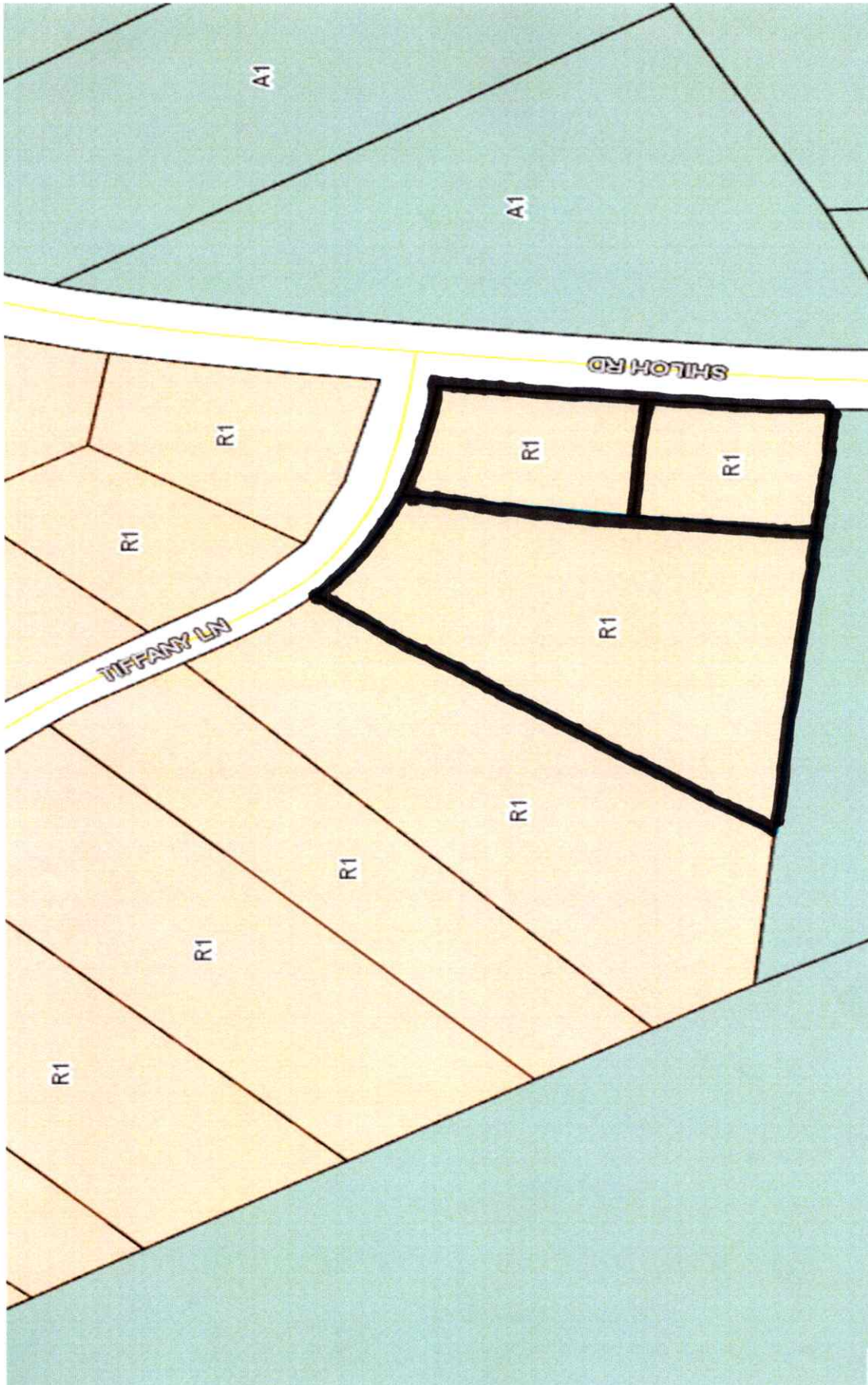
Z21090015 – 4350 Tiffany Lane



Z21090015 – 4350 Tiffany Lane



Z21090015 – 4350 Tiffany Lane



## Rezone Z21090018 Staff Analysis

Commission District: **2- Banks**

Planning Commission Hearing Date: **11-04-2021**

Board of Commissioners Hearing Date: **12-07-2021**

Parcel ID: **Map C0020078**

Acreage: **2.40**

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**Applicant/Owner:**

**Kevin Barrett**

**7060 Green Ridge Drive**

**Loganville, Georgia 30052**

**Property Location: 6670 Highway 20**

**Current Character Area: Highway Corridor**

**Current Zoning: R1**

**Request: Rezone 2.40 acres from R1 to B3 and reduce 50' transitional buffer to 25' with an 8 ft opaque fence for a plumbing office & outside storage. Applicant will use the existing house on the property for his office.**

**Staff Comments/Concerns:**

### **Section 160 Outdoor Screening**

A. In B2, B3, M1, M2 and MUBP districts, outdoor storage of materials, and outdoor servicing activities shall be enclosed by a wall or fence of solid appearance or

visually continuous evergreen hedge not less than eight (8) feet high when adjacent to A, A1, A2, R1, R2, R3, or MHP.

- B. In any district where reference is made requiring adequate screening of a specified operation, such screening shall be a wall or fence of solid appearance or visually continuous evergreen hedge not less than eight (8) feet in height. (7-6-2021)

**Site Analysis:** The 2.40-acre tract is located on 6670 Highway 20. The surrounding properties are zoned R1, A1 and B2.

**Zoning History:** No History

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

**Comments and Recommendations from various Agencies:**

**Public Works:** No issues with approval of this request.

**Sheriffs' Department:** The Walton County Sheriff's Office regularly conducts business checks on main thoroughfares twice per night shift. This will be an additional 730 business checks per year.

**Water Authority:** This area is served by a 6" water main along Highway 20. (static pressure: 60 psi, Estimated fire flow available: 650 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No issues

**Fire Code Specialist:** No comment received

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

**Development Inspector:** No comment received

**DOT Comments:** Will require GDOT coordination.

**Archaeological Information:** No comment received

**PC ACTION 11/4/2021:**

1. Rezone – Z21090018 – Rezone 2.40 acres from R1 to B3 & reduce 50' transitional buffer from 50' to 25' with an 8 ft. opaque fence for plumbing office & outside storage– Applicant/Owner: Kevin Barrett – Property located on 6670 Hwy 20/Map/Parcel C0020078 – District 2.

**Presentation:** Kevin Barrett represented the case and stated that he owns a business in downtown Loganville and wants to move his business to 6670 Highway 20. There is a house there and he wants to convert it into his office. Mr. Barrett stated that he would have outside storage for his trucks and equipment. He stated that he would be putting two buildings up behind the business to store pipes and other plumbing supplies. Pete Myers asked about the reduction of the 50' buffer to 25' that Mr. Barrett was requesting and Mr. Barrett stated it was due to the state waters. Mr. Myers also asked if he was fencing it all in with an 8 ft. opaque fence and Mr. Barrett stated that he was.

**Speaking:** None

**Recommendation:** Pete Myers made a motion to recommend approval and reduce the transitional buffer from 50' to 25' with 8 ft. opaque fence as submitted with a second by Josh Ferguson. The motion carried unanimously.

Rezone Application # 221090018

Planning Comm. Meeting Date Nov 4<sup>th</sup> <sup>11-4-2021</sup> at 6:00PM held at WC Board of Comm. Meeting Room -  
Board of Comm Meeting Date Dec 7<sup>th</sup> <sup>12-7-2021</sup> at 6:00PM held at WC Historical Court House -  
**You or your agent must be present at both meetings**

3rd Floor Hammond Drive  
2nd Floor 1115. Broad Street

Map/Parcel C0020078

Applicant Name/Address/Phone #  
Kevin Barrett  
7060 Green Ridge Dr  
Loganville, Ga 30052  
404) 200-5179  
Phone # \_\_\_\_\_

Property Owner Name/Address/Phone  
Kevin Barrett  
7060 Green Ridge Dr  
Loganville, GA 30052  
(If more than one owner, attach Exhibit "A")  
Phone # 404 200-5179

Location: W670 Hwy 20 Requested Zoning B3 Acreage 2.367 <sup>(2.40)</sup>

Existing Use of Property: Residential

Existing Structures: 1 House 2, wood Barns (will Demo)

The purpose of this rezone is to utilize property and  
home as office space, parking for company  
vehicles, and storing company material.

Property is serviced by the following:  
Public Water:  Provider: Walton Co Well: \_\_\_\_\_  
Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank:

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

Signature [Signature] Date 9-24-21 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 R1 South A1  
East R1 West B2  
Comprehensive Land Use: Highway Corridor DRI Required? Y     N      
Commission District: 2 - Banks Watershed: Big Haynes TMP      
Walton W-P1

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;

Vacant Residential Property.

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

N/A

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

Yes, and we will increase property value.

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

it would be a gain to the public

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

It is Suitability  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 for approx  
2 and 1/2 years.  
New owner purchased 9/23/21  
\_\_\_\_\_





Date September 24<sup>th</sup>, 2021

I Kevin Barrett owner of Right Price Plumbing & Septic, LLC, am requesting to rezone Property 6670 Hwy 20 Loganville, GA 30052 to B3. I would like to utilize this property as the office for my plumbing and septic business. We plan to occupy the current home as an office space for daily business operations as well as utilize the land for parking of company vehicles. We will demo 2 of the outdoor wooden barns on the property, and have a new storage shed for the purpose of holding business materials such as piping etc.

Respectfully,  
Kevin M. Barrett

404-200-5179

Rightpriceplumbing.septic@gmail.com

www.rightpriceplumbing.com

7060 Greenridge Dr Loganville, GA 30052





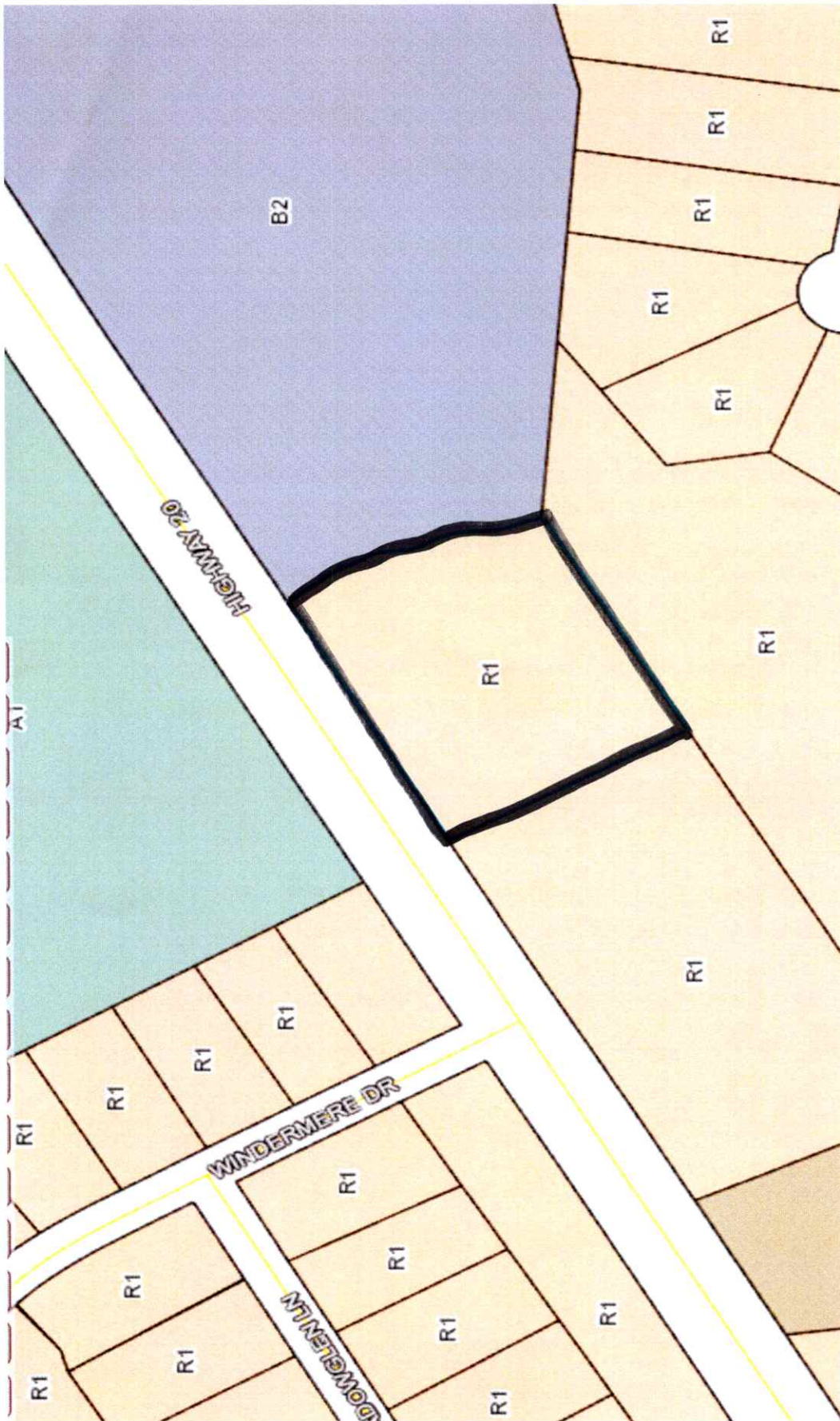
Z21090018 – 6670 Hwy 20



Z21090018 – 6670 Hwy 20

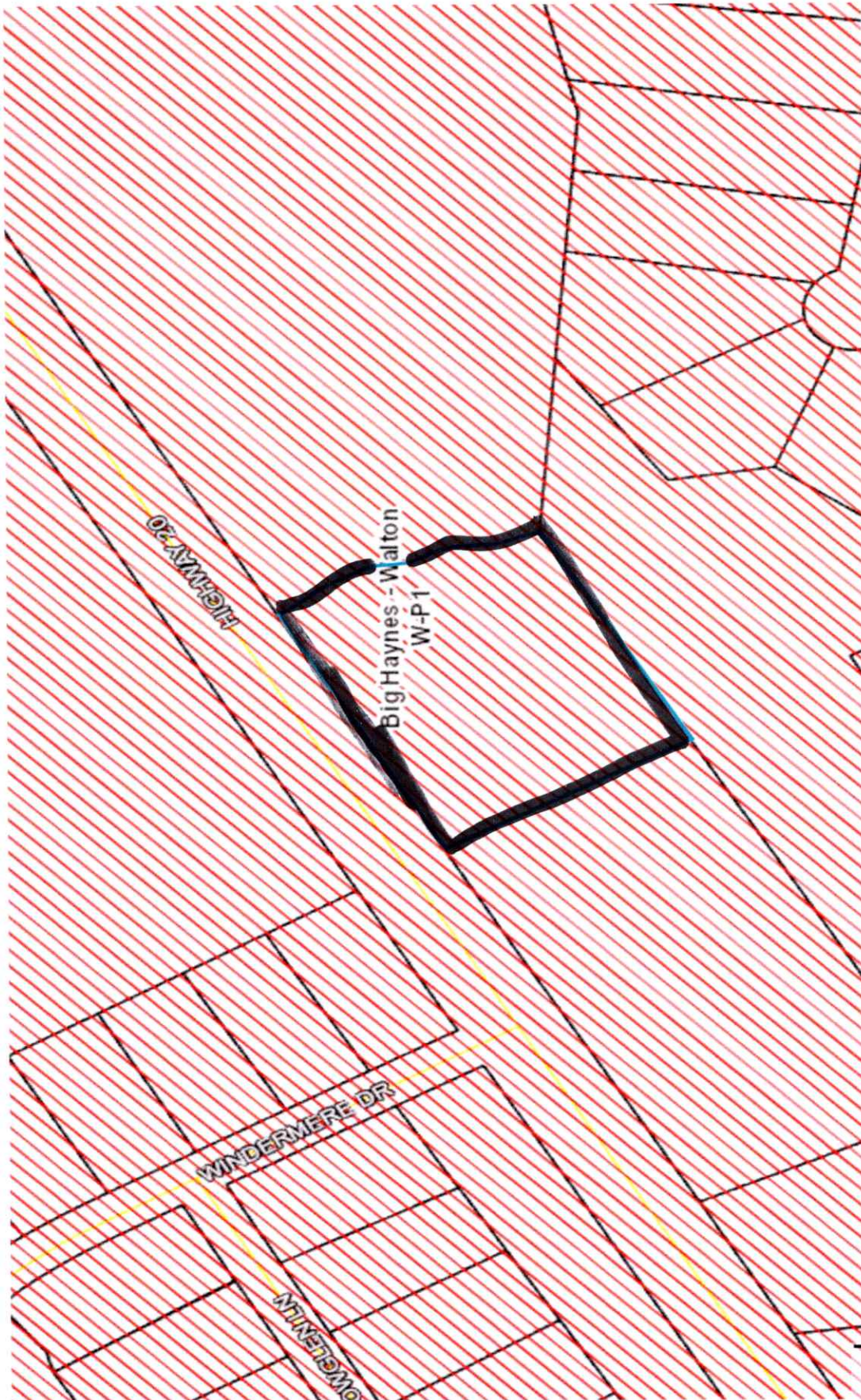


Z21090018 - 6670 Hwy 20





Z21090018 - 6670 Hwy 20



# LAND SURVEYING - CONSULTING - COMMERCIAL - RESIDENTIAL

**UNPUBLISHED UTILITY MAP NUMBER**  
 The plat has been prepared for the exclusive use of the owner and is not to be construed as a warranty of title or as a representation of the accuracy of the information shown hereon. The surveyor and publisher of this plat assume no liability for errors or omissions in the plat, and the owner is advised that the plat is not to be used as a basis for any legal proceedings. The plat is subject to the provisions of the Georgia Surveyors' Act, Chapter 103, Official Code of Georgia Annotated, and the regulations of the Board of Registration for Professional Engineers and Land Surveyors and the State Board of Technical Education.

**PLAT CERTIFICATION NOTICE**  
 THE PLAT HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE OWNER AND IS NOT TO BE CONSTRUED AS A WARRANTY OF TITLE OR AS A REPRESENTATION OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE SURVEYOR AND PUBLISHER OF THIS PLAT ASSUME NO LIABILITY FOR ERRORS OR OMISSIONS IN THE PLAT, AND THE OWNER IS ADVISED THAT THE PLAT IS NOT TO BE USED AS A BASIS FOR ANY LEGAL PROCEEDINGS. THE PLAT IS SUBJECT TO THE PROVISIONS OF THE GEORGIA SURVEYORS' ACT, CHAPTER 103, OFFICIAL CODE OF GEORGIA ANNOTATED, AND THE REGULATIONS OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE STATE BOARD OF TECHNICAL EDUCATION.

**STATE WATERS NOTICE**  
 THE SURVEYOR HAS MADE NO DETERMINATION OF ACCURACY AS TO THE EXISTENCE OF ANY STATE WATERS THAT MAY BE ON OR ADJACENT TO THE PROPERTY SHOWN ON THIS PLAT. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY CONSTRUCTION OR OTHER WORK THAT MAY BE DONE ON OR ADJACENT TO THE PROPERTY SHOWN ON THIS PLAT WITHOUT THE CONSENT OF THE APPROPRIATE STATE AGENCIES THAT MAY AFFECT THE PROPERTY. AN ENVIRONMENTAL ASSESSMENT MAY BE REQUIRED.

**ACCORDING TO THE WALTON COUNTY RECORDS THIS SITE IS ZONED R1.**

**NOTE THAT ANY BUILDING STRUCKS SHOWN ARE SUBJECTIVE AND HAVE BEEN INTERPRETED FROM ZONING INFORMATION OR PLATS OF RECORD. THESE STRUCKS ARE NOT TO BE CONSTRUED AS A WARRANTY BY THE LOCAL GOVERNING AUTHORITY.**

**PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 44-1-11 IT IS UNLAWFUL FOR ANY PERSON TO FULLY OR PARTIALLY OBTAIN TITLE TO ANY REAL ESTATE OR ANY PROPERTY INTEREST THEREIN WITHOUT THE AUTHORITY OF A REGISTERED LAND SURVEYOR.**

**LOT AREA**  
 2.397 ACRES +/-  
 103,107 SQ. FT. +/-

**IMPERVIOUS LOT AREA**  
 4220 SQ. FT. OR  
 4.5% OF LOT

**SURVEYORS CERTIFICATION**  
 This plat is a recitation of the existing facts in regard to land and the surveyor's opinion as to the accuracy of the same. The surveyor is not responsible for the accuracy of the documents, maps, plans, or other instruments which created the parcel he surveyed. He is not responsible for the accuracy of the information furnished to him by others. ACCORDING TO THE OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 44-1-11 IT IS UNLAWFUL FOR ANY PERSON TO FULLY OR PARTIALLY OBTAIN TITLE TO ANY REAL ESTATE OR ANY PROPERTY INTEREST THEREIN WITHOUT THE AUTHORITY OF A REGISTERED LAND SURVEYOR. THE SURVEYOR ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THE PLAT, AND THE OWNER IS ADVISED THAT THE PLAT IS NOT TO BE USED AS A BASIS FOR ANY LEGAL PROCEEDINGS. THE PLAT IS SUBJECT TO THE PROVISIONS OF THE GEORGIA SURVEYORS' ACT, CHAPTER 103, OFFICIAL CODE OF GEORGIA ANNOTATED, AND THE REGULATIONS OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE STATE BOARD OF TECHNICAL EDUCATION.

**WATERS OF TITLE ARE EXCEPTED**  
 COPYRIGHT ARROW SURVEYING 2021

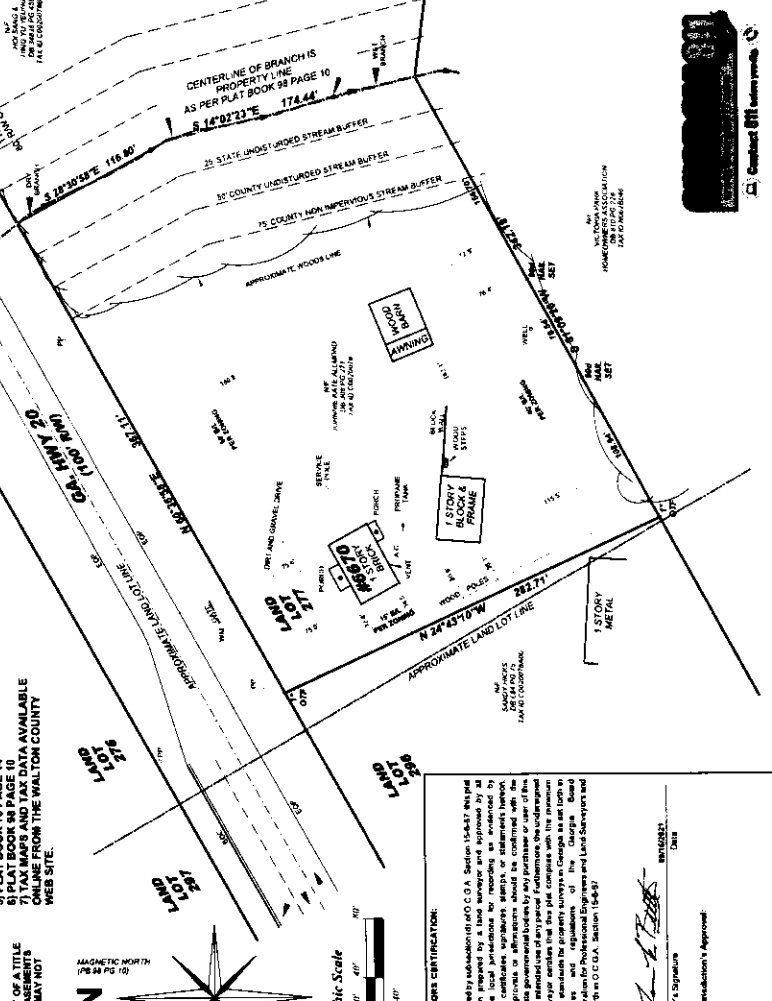
**ARROW SURVEYING**  
 LICENSE NO. LSF000395  
 2245 COUNTRY WALK  
 SNELLVILLE, GEORGIA 30039  
 PH. AND FAX 770-982-9900

**LEGEND**  
 REBAR FOUND OR SET (RBF) (RBS)  
 CORNER CALCULATED OR SET (RCS)  
 LIGHT POLE (LP) / POWER POLE (PP)  
 WATER METER (WM)  
 GAS METER (GM)

**SITE REFERENCES:**  
 1) DEED BOOK 304 PAGE 271  
 2) DEED BOOK 304 PAGE 75  
 3) DEED BOOK 810 PAGE 238  
 4) DEED BOOK 810 PAGE 27  
 5) PLAT BOOK 78 PAGE 14  
 6) PLAT BOOK 98 PAGE 10  
 7) TAX MAPS AND TAX DATA AVAILABLE ONLINE FROM THE WALTON COUNTY WEBSITE.

**NOTE: THE APPROXIMATE STREAM DISTANCES SHOWN HEREON ARE BASED ON THE APPROXIMATE CENTERLINE OF THE STREAM AS SHOWN ON THE UTILITY MAP NUMBER 103-107-001-001.**

**SUBJECT LOT IS TAX ID: 0020078**



**BOUNDARY/ASBUILT SURVEY FOR:**  
**KEVIN BARRETT**  
 LOCATED AT:  
 #6670 GA. HWY 20  
 LAND LOT 277 OF THE 4TH DISTRICT  
 BUNCOMBE (417) G.M.D.  
 WALTON COUNTY, GEORGIA

**NO PORTION OF THIS PARCEL IS IN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP NUMBER 130700000E PARCEL #4 OF 240 COVERING WALTON COUNTY, GEORGIA DATED DECEMBER 06, 2014.**

**JOB NUMBER 210051**  
 SCALE 1" = 40'  
 DATE 09/15/21  
 DRAWN BY KB  
 CHECKED BY KB  
 ARROW PLOT DATE 09/16/21

**LOCATION MAP NOT TO SCALE**

**ARROW SURVEYING**  
 LICENSE NO. LSF000395  
 2245 COUNTRY WALK  
 SNELLVILLE, GEORGIA 30039  
 PH. AND FAX 770-982-9900

## Rezone Z21090019

### Staff Analysis

Commission District: **4 - Bradford**

Planning Commission Hearing Date: **11-04-2021**

Board of Commissioners Hearing Date: **12-07-2021**

Parcel ID: **Map C0770064**

Acreage: **7.57**

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**Applicant:**

**Kevin Boeckman**

**450 Herring Road**

**Grayson, Georgia 30017**

**Owner:**

**Essie Mae Johnson**

**2073 Laurel Gate Lane**

**Monroe, Georgia 30656**

**Property Location: 2073 Laurel Gate Lane/HD Atha Road**

**Current Character Area: Suburban**

**Current Zoning: A1**

**Request: Rezone 7.57 acres from A1 to R1 to create 4 buildable lots.**

**Staff Comments/Concerns: Applicant is seeking to develop 4 tracts to build an SFD on each 1.250 acre tract as allowed in R1.**

**Site Analysis: The 7.57 acre tract is located on 2073 Laurel Gate Lane & HD Atha Road. The surrounding properties are zoned A1.**

**Zoning History: No History**

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

**Comments and Recommendations from various Agencies:**

**Public Works:** No issues with approval of this request.

**Sheriffs' Department:** Any increase to the population as it pertains to new construction will impact the Walton County Sheriff's Office. On average each household has about 2.8 people and generates 1.25 calls for service.

**Water Authority:** Per Morris Jordan - Rezone Z21090019 does not have County water. There is water on H.D. Atha but not on Laurel Gate Lane. The applicant will have to extend the water main from H.D. Atha down Laurel Gate to allow meters to be set in the R/W in front of the 4 proposed lots and the existing house. The existing house is on County water but their line runs across the property to be subdivided to a meter that is in the R/W along H.D. Atha.

**10/15/2021 Water Authority -** These properties are not currently served with water service, however a 10" water main exists at the intersection of HD Atha Rd. (static pressure: 125 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). A new water main will be required to distribute water along the road to service the properties. Please coordinate with WCWD.

**Fire Department:** No issues

**Fire Code Specialist:** No comment received

**Board of Education:** Will have some effect on the Walton County School District.

**Development Inspector:** No comment received

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

**Archaeological Information:** No comment received

**PC ACTION 11/4/2021:**

1. **Rezone – Z21090019 – Rezone 7.57 acres from A1 to R1 to create 4 buildable lots– Applicant: Kevin Boekman/Owner: Essie Mae Johnson – Property located on 2073 Laurel Gate Lane & HD Atha Road/Map/Parcel C0770064 – District 4.**

**Presentation:** Kevin Boekman represented the case and stated that he wants to rezone 7.57 acres from A1 to R1 to create 4 buildable lots. Mr. Boekman stated that 2.54 acres will go with the existing house and the remaining acreage be divided into 1 ¼ lots sizes. Brad Bettis asked about the square footage of the houses and Mr. Boekman stated that the ranch houses would be 2,844 and the 2 story houses would be 2,752 sq. ft. Mr. Bettis asked if there would be attached or detached garages and Mr. Boekman stated that they would have 3 car attached garages with the exterior material of the homes being brick on the front and hardy/concrete siding.

**Speaking:** Jason Ludwig who lives on Laurel Gate Lane stated that all the properties around there are zoned A1, the smallest acreage is 2 acres and the largest being 12 acres. He also stated that if this was rezoned to R1 that it is inconsistent with the character area and it would not be feasible to rezone. He asked the Board to keep it all with an A1 zoning and he wants to put on the record that he was opposed.

Wayne Murphy who lives at 2022 Laurel Gate stated that he moved out of a subdivision because of small lots. He stated there are site distance problems on HD Atha and the road is not in good shape. He stated that he did not put all his money into his property for smaller lots to be there and he is opposed to it.

**Philip Still who lives at 2163 Laurel Gate stated that he has lived there 32 years and he thinks that if you change the zoning that it would be spot zoning. He said that he lives on 8 acres across the street and he stated that if the zoning was changed to R1 that more people would be riding down the road. He would like it to remain A1.**

**Thomas Miller spoke and stated that at one time Lamar Atha owned all the property and that is who HD Atha Road is named after. Mr. Miller stated he is against the zoning. He stated that he moved from Stone Mountain and he does not want the property developed. He asked the Board to listen to the taxpayers.**

**Craig Calhoun who lives at 2142 Laurel Gate stated that he doesn't want the rezone and agrees with everyone else and hopes they could come to a compromise and have 2 ½ acre lots.**

**Kevin Boekman came back for rebuttal and stated that this lot is set up a little bit different but it does not change the character. He stated there is a subdivision behind this lot that has R1 zoning. He stated that this would add value to what the neighbors have. He also stated that they have checked and it has good site distance on each side but they are willing to take down trees if necessary. Mr. Boekman stated that he understands what the neighbors are saying but this will not take away the characteristics of the area.**

**Recommendation: Brad Bettis made a comment before he made a recommendation stating that with the present zoning that, they could build 1,400 sq. ft. homes but instead they are going to build no smaller than 2,700 sq. ft. homes. Brad Bettis made a motion to recommend approval with condition that the minimum house size be 2,700 sq. ft. and lots be divided as per the site plan submitted with a second by Pete Myers. The motion carried unanimously.**

Rezone Application # 221090019

Planning Comm. Meeting Date 11-4-2021 at 6:00PM held at **WC Board of Comm. Meeting Room**  
Board of Comm Meeting Date 12-7-2021 at 6:00PM held at **WC Historical Court House**

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

Map/Parcel C0770064

Applicant Name/Address/Phone #  
Kevin Boeckman  
450 Herring Rd  
Grayson, GA. 30017

Property Owner Name/Address/Phone  
Essie Mae Johnson  
2073 Laurel Gate Lane  
Monroe, GA. 30656

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

Phone # 678-897-0341

Phone # 678-851-8882

Location: 2073 Laurel Gate LN Requested Zoning R1 Acreage 7.57

Existing Use of Property: Single Family Residence

Existing Structures: Yes. House

The purpose of this rezone is to split off 5 acres and build 4  
single family homes.

Property is serviced by the following:

Public Water: Yes Provider: Walton County Well: —

Public Sewer: NO Provider: NA 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 9-27-21

Fee Paid \$ 300.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

Comprehensive Land Use: Suburban **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: Kevin Boeckman  
Address: 450 Herring Rd, Grayson, GA. 30017  
Telephone: 678-897-0341  
Location of Property: 2073 Laurel Gate Lane, Monroe, GA. 30656

Map/Parcel Number: C0770064

Current Zoning: A1 Requested Zoning: R1

Eddie M. Johnson \_\_\_\_\_  
Property Owner/Signature Property Owner Signature

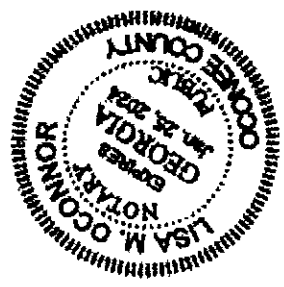
Print Name: ESSCEM. JOHNSON Print Name: \_\_\_\_\_

Address: 2073 LAUREL GATE LN Address: \_\_\_\_\_

Phone #: 678-851-8882 Phone #: \_\_\_\_\_

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

[Signature] \_\_\_\_\_ 9.23.2021  
Notary Public Date





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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

It is zoned A1 and is currently a single family resident. Behind this property is Meadowood subdivision and it is zoned R1.

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

The owner is not able to get top dollar for there Land.

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

NA

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

Values should increase for everyone

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

The property has enough road frontage  
+ will be acrea plus lots. Soils are  
Good 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

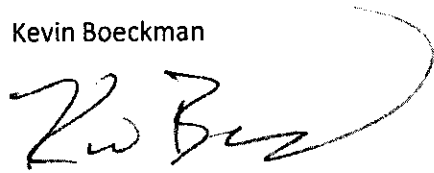
I believe this property has always been Zoned  
R1. The land behind this property is  
Zoned R1

Letter of Intent

To Whom it May Concern:

I have 2073 Laurel Gate Lane under contract with the intent to rezone it from A1 to R1. I want to subdivide it into 4 lots. Each lot will all be around 1.25 acres. I am not looking for any special conditions. I will follow the current county conditions for R1 zoning.

Kevin Boeckman

A handwritten signature in black ink, appearing to read "Kevin Boeckman". The signature is written in a cursive style with a large, sweeping flourish that extends to the right and then loops back under the name.

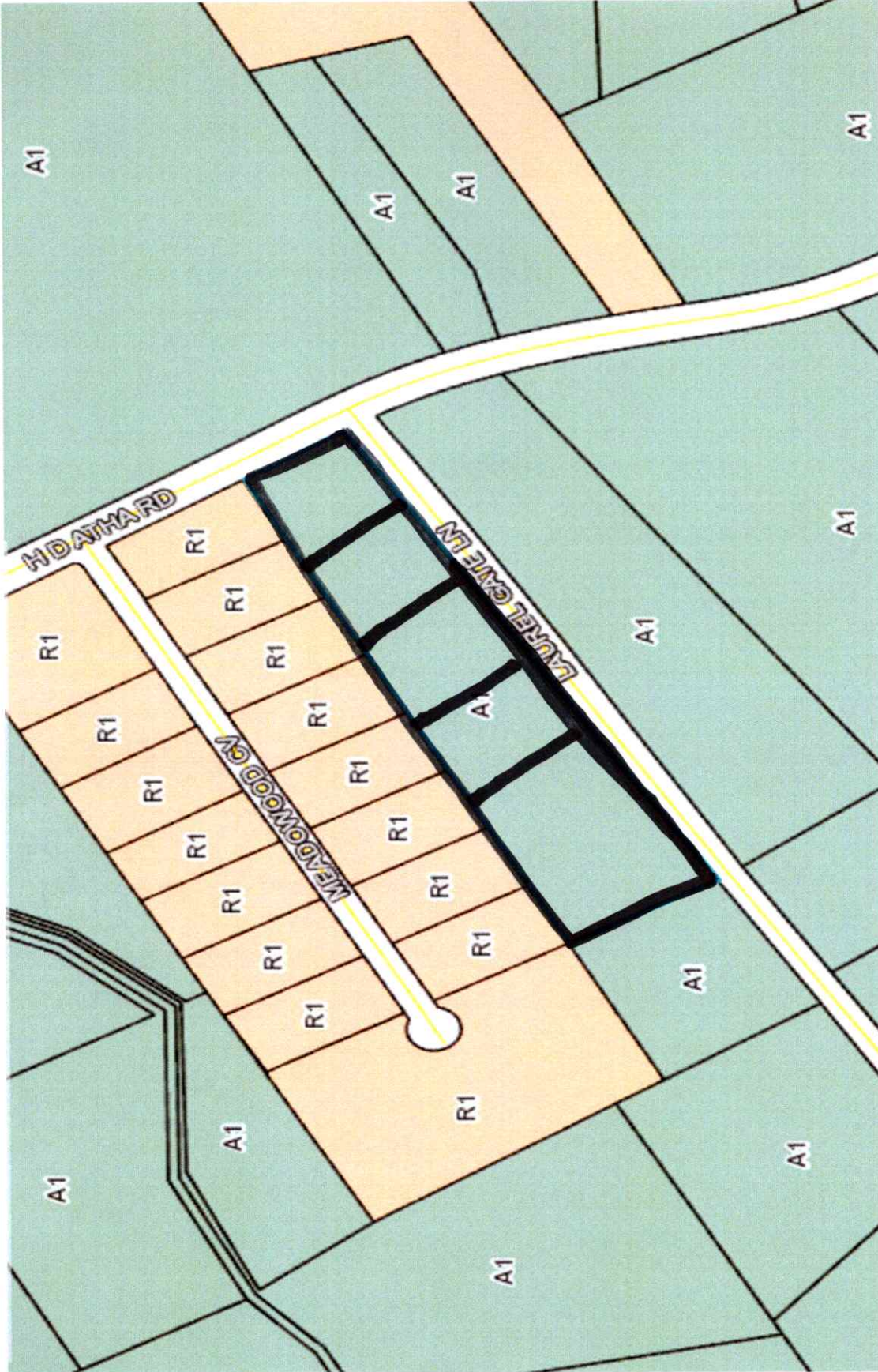
Z21090019 – 2073 Laurel Gate Lane/H D Atha Rd



Z21090019 – 2073 Laurel Gate Lane/H D Atha Rd



Z210900019 – 2073 Laurel Gate Lane/H D Atha Rd

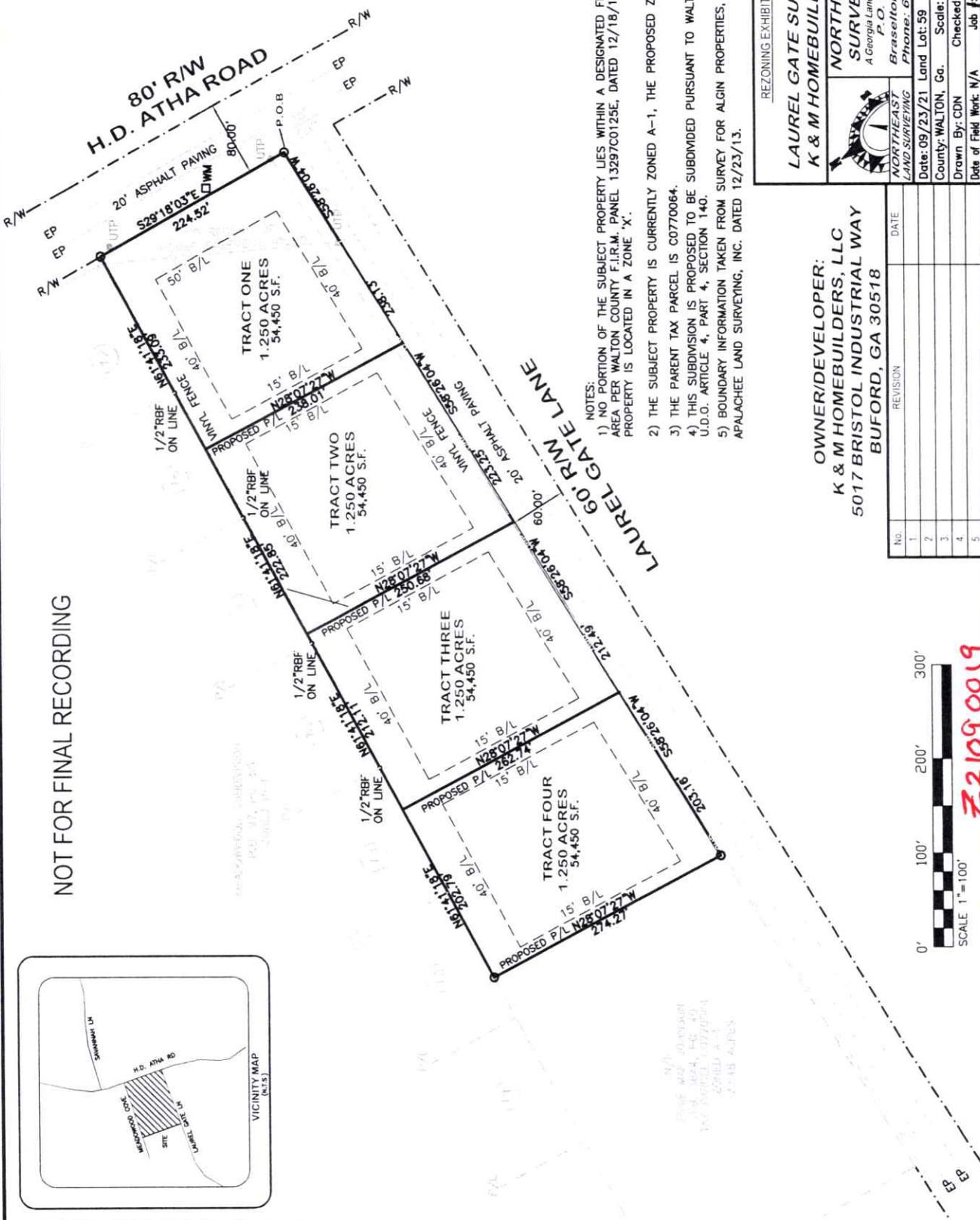


NOT FOR FINAL RECORDING



**LEGEND**

- B/L = BUILDING LINE
- CL = CURB & GUTTER
- CTP = CRIMP TOP PIPE
- EP = EDGE OF PAVEMENT
- FFE = FINISHED FLOOR ELEVATION
- IE = INVERT ELEVATION
- IP = IRON PIN SET
- LL = LAND LOT
- LLL = LAND LOT LINE
- MFFE = MINIMUM FINISHED FLOOR ELEV.
- N15 = NOT TO SCALE
- OTP = OPEN TOP PIPE
- P/L = PROPERTY LINE
- R/W = RIGHT OF WAY
- SSE = SANITARY SEWER EASEMENT
- SMH = SANITARY SEWER MANHOLE
- DWCB = DOUBLE WING CATCH BASIN
- MB = MINE
- JIB = JUNCTION BOX
- DI = DRAIN INLET
- HM = HEADWALL
- HTS = HEADWALL TOWER STRUCTURE
- PP = POWER POLE
- FH = FIRE HYDRANT
- F = FENCE
- X = FLOOD LIMITS
- S = SWALE



- NOTES:
- NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY F.I.R.M. PANEL 13297C0125E, DATED 12/18/16. THE SUBJECT PROPERTY IS LOCATED IN A ZONE 'X'.
  - THE SUBJECT PROPERTY IS CURRENTLY ZONED A-1, THE PROPOSED ZONING IS R-1.
  - THE PARENT TAX PARCEL IS C0770064.
  - THIS SUBDIVISION IS PROPOSED TO BE SUBDIVIDED PURSUANT TO WALTON COUNTY U.D.O. ARTICLE 4, PART 4, SECTION 140.
  - BOUNDARY INFORMATION TAKEN FROM SURVEY FOR ALGIN PROPERTIES, LLC, PREPARED BY APALACHEE LAND SURVEYING, INC. DATED 12/23/13.

REZONING EXHIBIT FOR:

**LAUREL GATE SUBDIVISION**  
K & M HOMEBUILDERS, LLC

**NORTHEAST LAND SURVEYING, LLC**  
A Georgia Land Surveying Firm # 1240  
P.O. BOX 384  
Braselton, Ga. 30517  
Phone: 678-776-7494

Date: 09/23/21 Land Lot: 59 District: 4TH  
County: WALTON, Ga. Scale: 1"=100' Sheet No. 1 of 1  
Drawn By: CDN Checked By: KLC  
Date of Field Work: N/A Job #: 21101

OWNER/DEVELOPER:  
K & M HOMEBUILDERS, LLC  
5017 BRISTOL INDUSTRIAL WAY  
BUFORD, GA 30518

NO.	REVISION	DATE
1		
2		
3		
4		
5		



## **Rezone Z21090027 Staff Analysis**

Commission District: **1 - Warren**

Planning Commission Hearing Date: **11-04-2021**

Board of Commissioners Hearing Date: **12-07-2021**

**Parcel ID: Map C0590091**

**Acreage: 3.87**

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**Applicant/Owner**

**Jamie Wade Griffeth**

**4077 Bullock Bridge Road**

**Loganville, Georgia 30052**

**Property Location: 4025 Bullock Bridge Road**

**Current Character Area: Suburban**

**Current Zoning: A1**

**Request: Rezone 3.87 acres from A1 to R1 to create 3 buildable lots.**

**Staff Comments/Concerns:**

**Site Analysis: The 3.87 acre tract is located on 4025 Bullock Bridge 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:** No issue with approval of this request.

**Sheriffs' Department:** Any increase to the population as it pertains to new construction will impact the Walton County Sheriff's Office. On average each household has about 2.8 people and generates 1.25 calls for service.

**Water Authority:** This area is served by a 12" water main along Bullock Bridge Rd. (static pressure: 100 psi, Estimated fire flow available: 2,110 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No issues

**Fire Code Specialist:** No comment received.

**Board of Education:** Will have some effect on the Walton County School District.

**Development Inspector:** No comment received

**DOT Comments:** Will not effect DOT.

**Archaeological Information:** No comment received

**PC ACTION 11/4/2021:**

- 1. Rezone – Z21090027 – Rezone 3.87 acres from A1 to R1 to create 3 buildable lots– Applicant/Owner: Jamie Wade Griffeth – Property located on 4025 Bullock Bridge Rd/Map/Parcel C0590091 – District 1.**

**Presentation:** Wade Griffeth represented the case and stated that he wants to rezone 3.87 acres to R1 so he can divide the property into 3 lots.

**Speaking:** Jennifer Roberts stated that she is not necessarily against the rezone but she has questions about the buffer. She stated that the current drawing does not show a buffer and asked if it shouldn't have a 50 ft. buffer. Tim Hinton stated that there is no buffer needed due to this property abutting a residential subdivision. Ms. Roberts also stated that she had a concern about setback requirements for fences and stated that should put the fences 10 ft. off the property line. Ms. Roberts was advised that you can put a fence on the property line but the only catch is that your neighbor can hook onto your fence.

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

Rezone Application # 221090027

Planning Comm. Meeting Date 11-4-21 at 6:00PM held at **WC Board of Comm. Meeting Room**  
Board of Comm Meeting Date 12-7-21 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

Map/Parcel 20590091

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Jamie W Griffith</u>	<u>Jamie W Griffith</u>
<u>4077 Bullock Bridge Rd</u>	<u>4077 Bullock Bridge Rd</u>
<u>Woganville Ga 30052</u>	<u>Woganville Ga 30052</u>
	<small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>770-312-4190</u>	Phone # <u>770-312-4190</u>
Location: <u>4025 Bullock Bridge Rd</u>	Requested Zoning <u>R1</u> Acreage <u>3.47</u>
Existing Use of Property: <u>Vacant</u>	
Existing Structures: _____	
The purpose of this rezone is <u>Property buildable</u> <u>Divide into 3 lots</u>	
Property is serviced by:	
Public Water: <u>yes</u> Provider: <u>Walton County</u> Well: _____	
Public Sewer: <u>NO</u> Provider: _____ Septic Tank: <input checked="" type="checkbox"/>	
<small>The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.</small>	
<u>Jamie W Griffith</u> Signature	<u>9-30-2021</u> Date      \$ <u>300.00</u> 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 R1 South R1  
East R1 West A1

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

Commission District: 1-Warren Watershed: Alcovy River W-P1

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

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

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

- 1. Existing uses and zoning of nearby property;

Residential homes zoning R1

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

None

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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;

None

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

None

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

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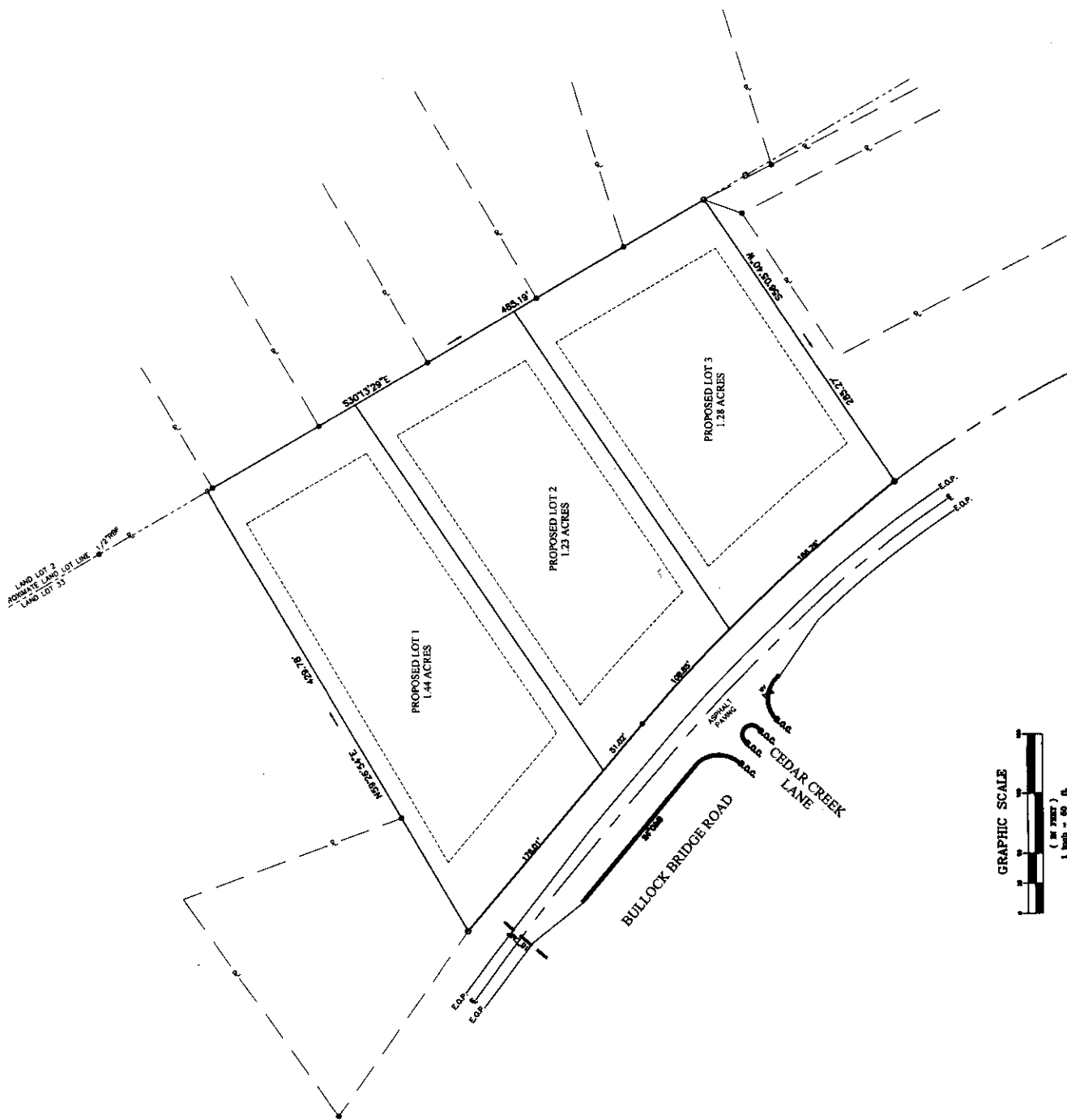
6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property

The property has been vacant for  
10 years

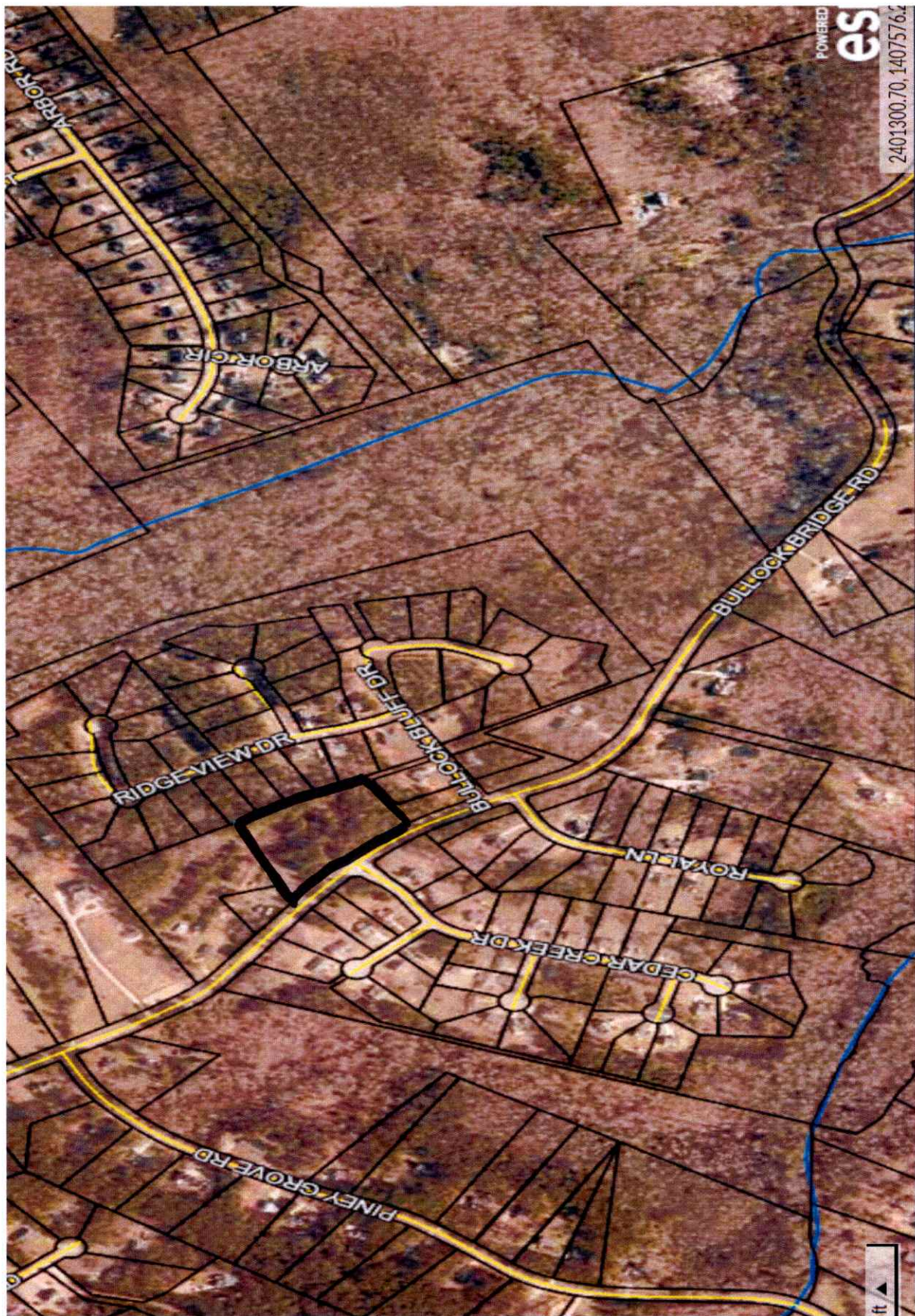
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Z21090027 – 4025 Bullock Bridge Road

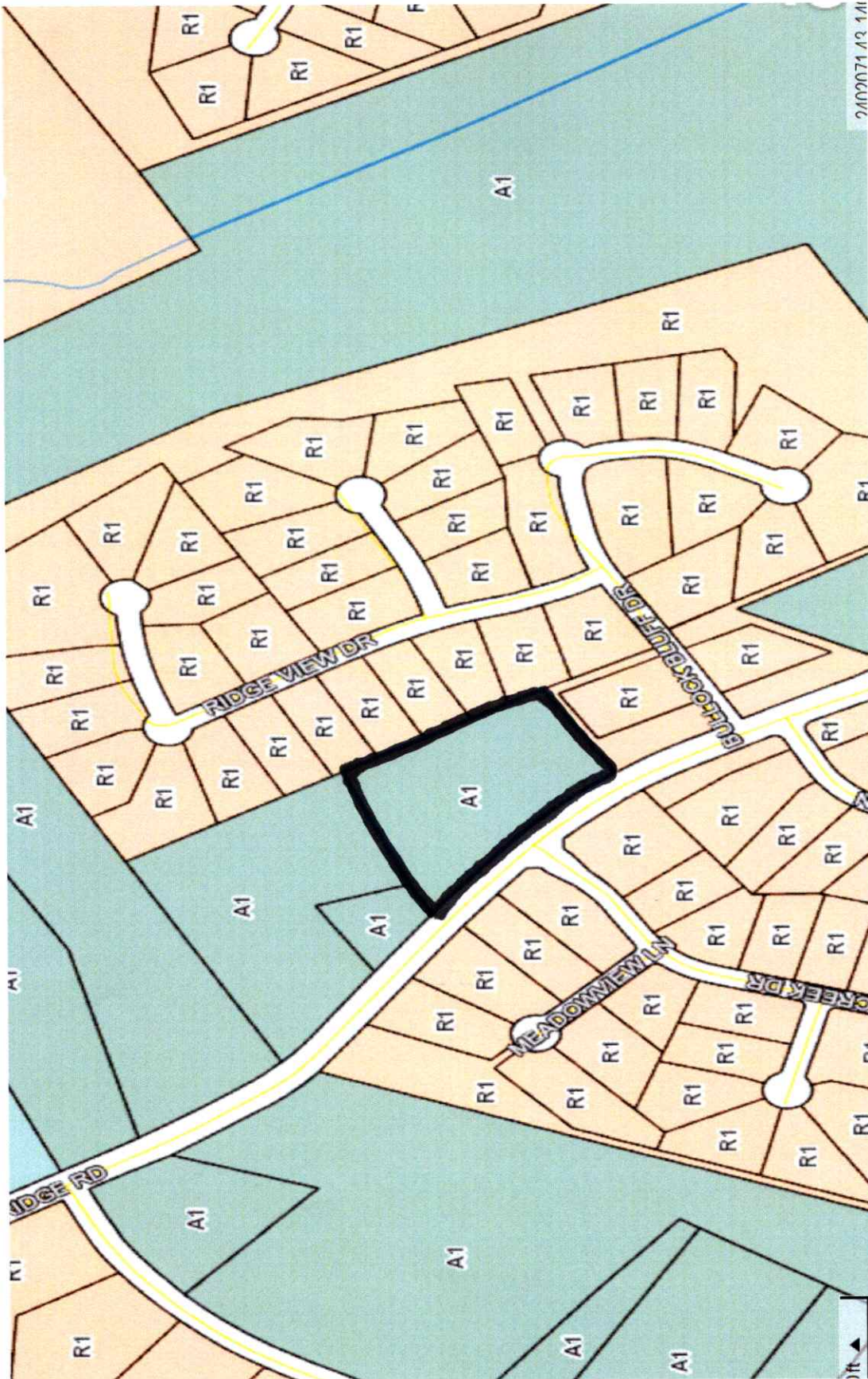


Z21090027 – 4025 Bullock Bridge Road

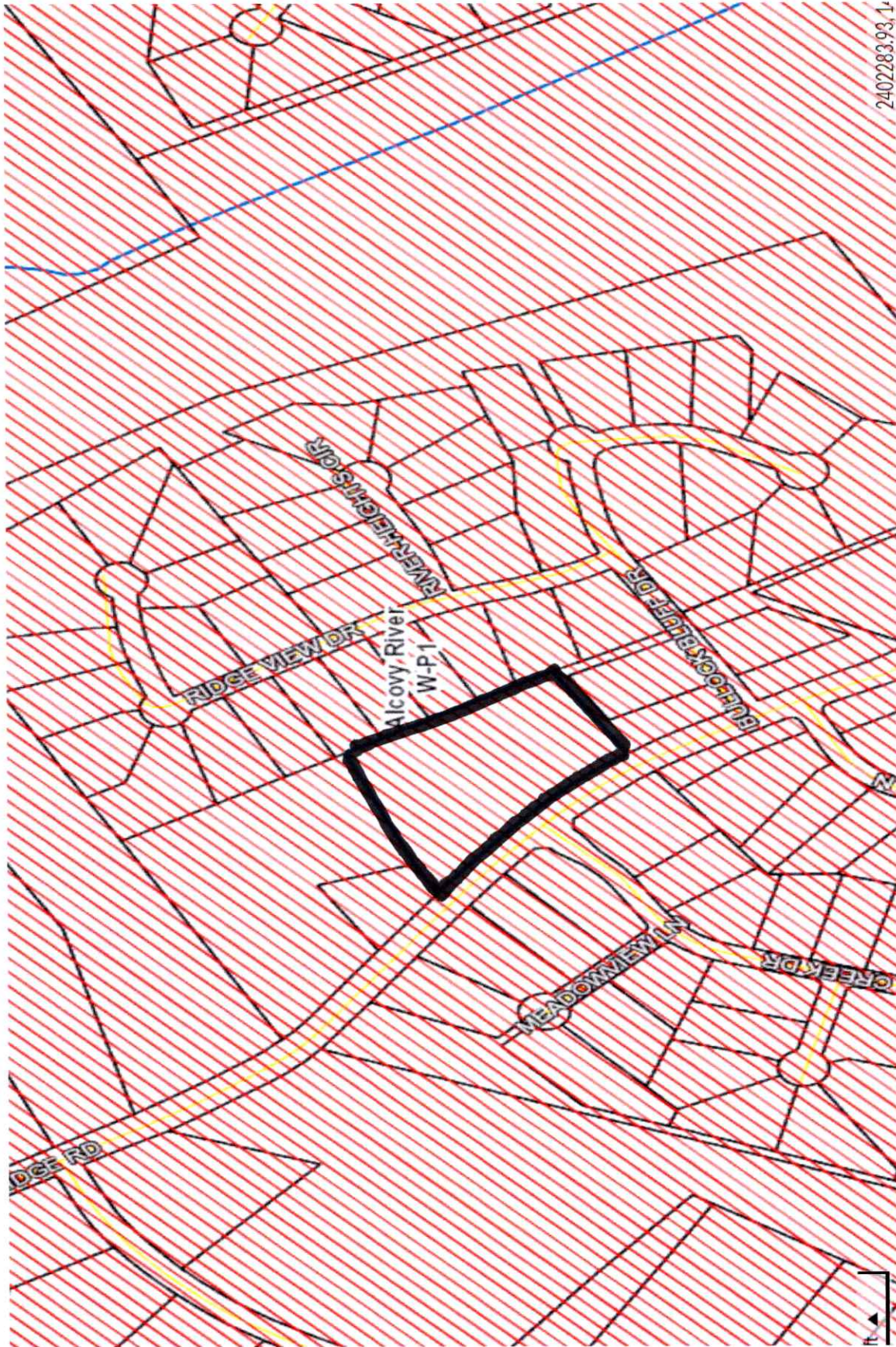




Z21090027 – 4025 Bullock Bridge Road



Z21090027 – 4025 Bullock Bridge Road



## **Rezone Z21100002 Staff Analysis**

Commission District: **6 - Dixon**

Planning Commission Hearing Date: **11-04-2021**

Board of Commissioners Hearing Date: **12-07-2021**

**Parcel ID: Map C1200107**

**Acreage: 2.76**

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**Applicant/Owner**

**Joshua T. Parker**

**1059 Nicholasville Road**

**Monroe, Georgia 30656**

**Property Location: 2031 John Stowe Road**

**Current Character Area: Suburban**

**Current Zoning: A1**

**Request: Rezone 2.76 acres from A1 to R1 to split off 1 acre with existing house & create a 1.76 acre buildable lot.**

**Staff Comments/Concerns:**

**Site Analysis: The 2.76 acre tract is located on 2031 John Stowe Road. The surrounding properties are zoned A1.**

**Zoning History: No History**

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

**Comments and Recommendations from various Agencies:**

**Public Works:** No issue with approval of this request.

**Sheriffs' Department:** Any increase to the population as it pertains to new construction will impact the Walton County Sheriff's Office. On average each household has about 2.8 people and generates 1.25 calls for service.

**Water Authority:** This area is served by a 6" water main along John Stowe Rd. (static pressure: 90 psi, Estimated fire flow available: 880 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No issues

**Fire Code Specialist:** No comment received

**Board of Education:** Will have some effect on the Walton County School District.

**Development Inspector:** No comment received

**DOT Comments:** Will not effect DOT.

**Archaeological Information:** No comment received

**PC ACTION 11/4/2021:**

- 1. Rezone – Z21100002 – Rezone 2.76 acres from A1 to R1 to split off 1 acre with existing house & create a 1.76 acre buildable lot– Applicant/Owner: Joshua T Parker – Property located on 2031 John Stowe Rd/Map/Parcel C1200107 – District 6.**

**Presentation:** Josh Parker represented the case and stated that he wants to Rezone 2.76 acres from A1 to R1 to create a building lot. He stated that when he bought the property that on record it showed this was a 2.00 acre lot and then when it was re-surveyed it came out to be 2.76 acres and he wants to build his house. He stated that it would be a buildable lot if the rezone were approved. He stated that he has a preliminary survey and a soil test and the soil test came back good.

**Speaking:** None

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

# Rezone Application # Z 21100002 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 11/4/2021 at 6:00PM held at **WC Board of Comm. Meeting Room**  
Board of Comm Meeting Date 12/7/21 at 6:00PM held at **WC Historical Court House**

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

**Map/Parcel** C1200107

**Applicant Name/Address/Phone #**

**Property Owner Name/Address/Phone**

Joshua T. Parker  
1059 Mich. Is. v. Rd Monroe, GA  
770 601 9599

SAME

E-mail address: josh.parker.realestate@gmail.com (If more than one owner, attach Exhibit "A")

Phone # 770 601 9599

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

Location: 2031 John Stowe Rd Requested Zoning R1 Acreage 2.76

Existing Use of Property: single family residence

Existing Structures: single family home + old barn

The purpose of this rezone is to survey off 1 acre for current home and divide off the balance 1.76 for another home site

Property is serviced by the following:

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

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

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

Signature [Signature] Date 9-16-21 Fee Paid \$ 300.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

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

Commission District: 6-Dixon Watershed: none TMP

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 2 properties that boarder the property at 2031 John Stowe Rd are both zoned A1 and have single family residences on them.

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

None

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

None

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

None

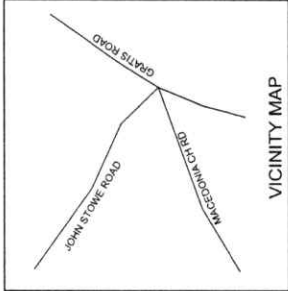
5. The suitability of the subject property for the zoned purposes; and

There are almost 3 acres of property with over 400 ft of road frontage. This is suitable for the current home and to allow for one more home to potentially be built.

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

unknown





# Site Plan

- LEGEND**
- RF=REBAR FOUND
  - BL=BUILDING LINE
  - NF=NOW OR FORMERLY
  - PL=PROPERTY LINE
  - RW=RIGHT-OF-WAY
  - IP=IRON PIN
  - PB=PLAT BOOK
  - PG=PAGE
  - WM=WATER METER
  - CP=POWER POLE
  - W=WELL
  - GP=POWER POLE
  - W=WELL

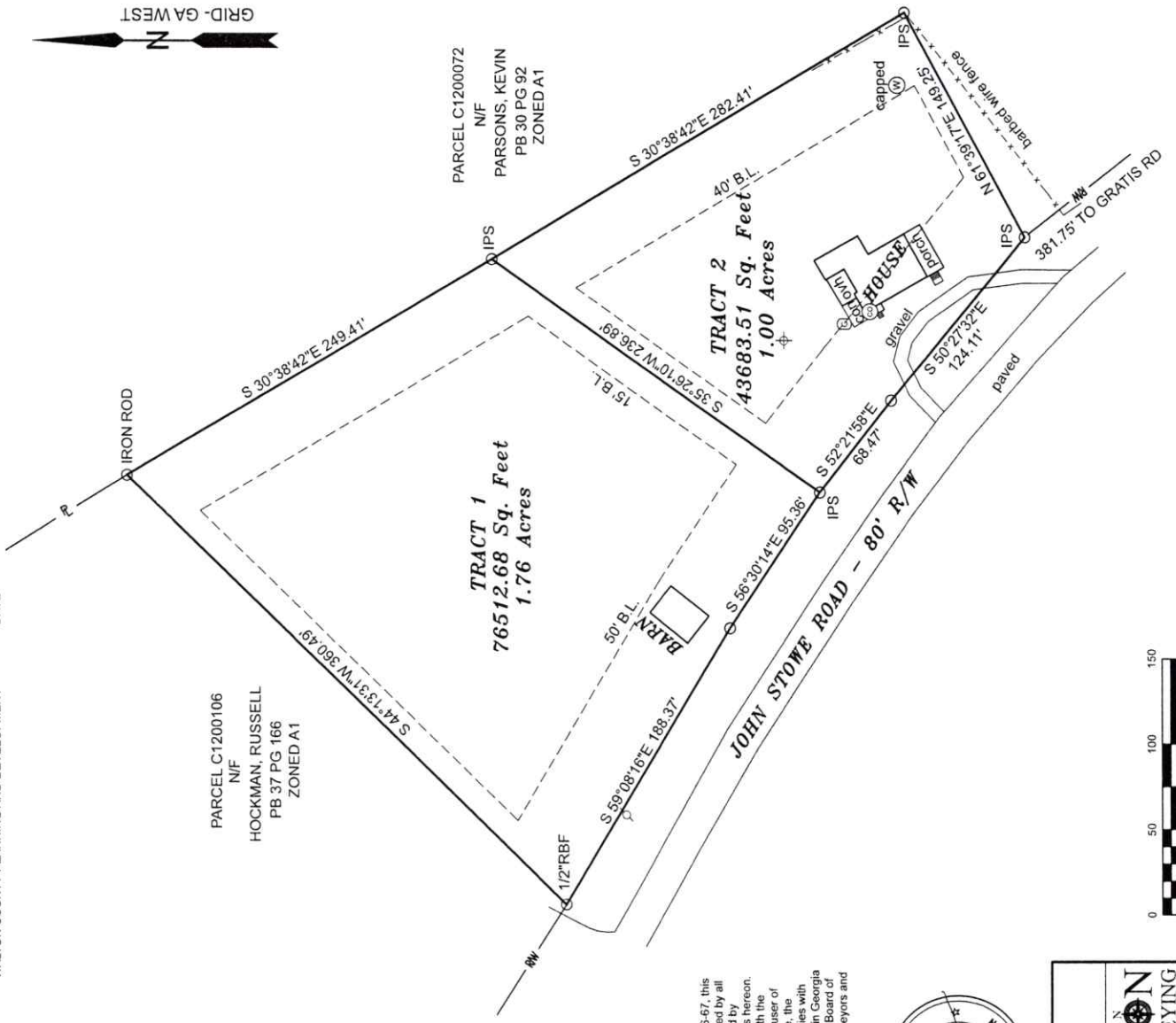
- NOTES**
1. ALL IRON PINS SET ARE 1/2" REBAR UNLESS STATED OTHERWISE.
  2. SURVEY AND BEARING BASIS ESTABLISHED WITH GPS USING A NETWORK ADJUSTED REAL TIME KINEMATIC ROVER.
  3. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS BEEN CHECKED FOR ACCURACY.
  4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 150,000 FEET.
  5. EQUIPMENT USED IN THIS SURVEY WAS A CARLSON MESA II DATA COLLECTOR AND A LEICA TS06+ TOTAL STATION.
  6. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE GEORGIA LAND SURVEYING ACT AND THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND GARMON LAND SURVEYING, LLC IS NOT LIABLE FOR ANY DISCREPANCIES.

**C1200107**  
**2031 JOHN STOWE ROAD**  
**MONROE, GA 30656**  
**120196.19 Sq. Feet**  
**2.76 Acres**  
**ZONED A-1**

Item 5.7.

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

WALTON COUNTY PLANNING AND DEVELOPMENT \_\_\_\_\_ DATE \_\_\_\_\_



**PARCEL C1200106**  
**N/F**  
**HOCKMAN, RUSSELL**  
**PB 37 PG 166**  
**ZONED A1**

**PARCEL C1200072**  
**N/F**  
**PARSONS, KEVIN**  
**PB 30 PG 92**  
**ZONED A1**

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

**FLOOD STATEMENT:**  
 NO PORTION OF THIS PROPERTY LIES WITHIN A FEDERAL FLOOD HAZARD AREA. PANEL NO: 13297/C0130E DATED: 12/09/2016

- ZONING: A-1**
1. MINIMUM LOT AREA: 87,120 SQ. FT. (2 ACRES)
  2. MINIMUM HOUSE SIZE: 1,400 SQ. FT.
  3. POTABLE WATER BY: PUBLIC WATER
  4. WASTE WATER BY: SEPTIC
  5. SETBACKS: FRONT 50' - SIDE 15' REAR: 40'

**OWNER INFORMATION**  
**PARKER JOSHUA T.**  
**1059 NICHOLSVILLE RD**  
**MONROE, GA 30656**  
**770-801-9599**

**SURVEYOR CERTIFICATIONS**

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

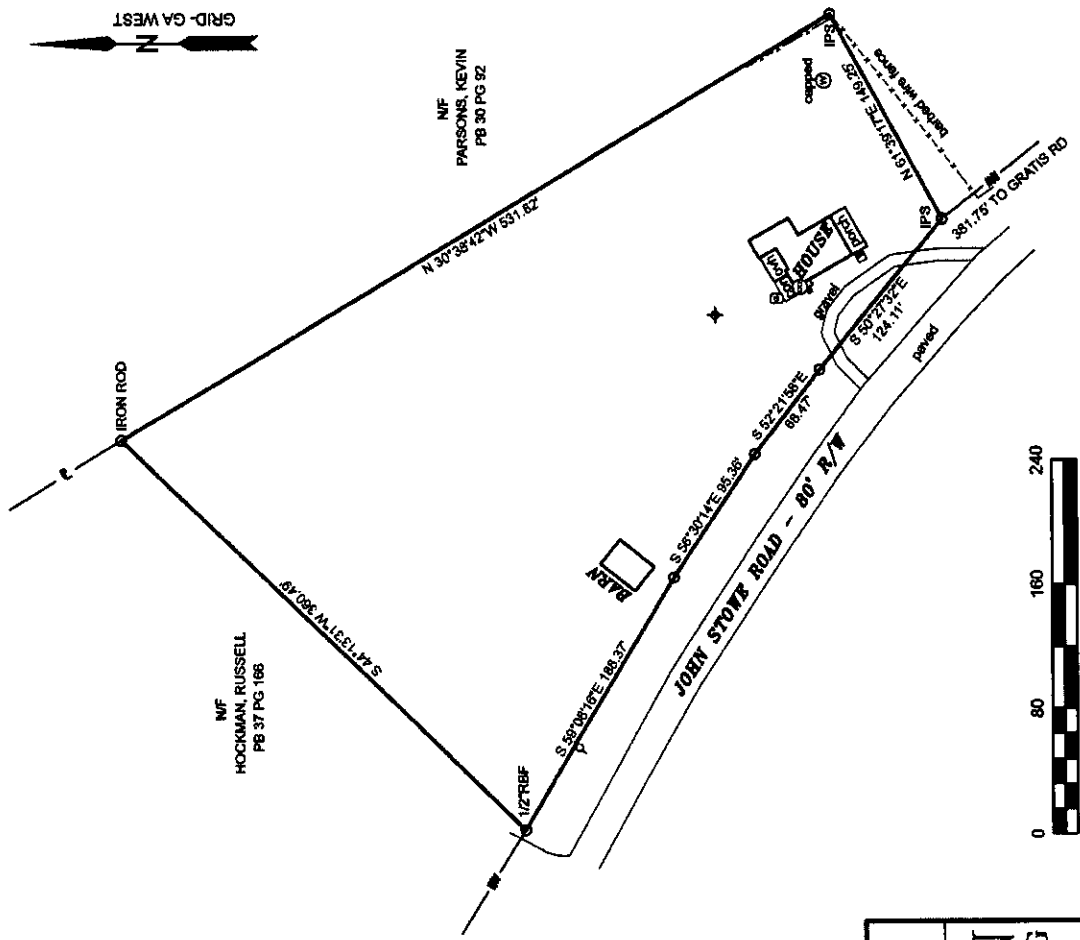


SURVEY FOR: <b>JOSHUA PARKER</b>	
LAND LOT: 1-45	DATE: 9/16/2021
SCALE: 1"=80'	JOB NO.: 2021-100
88	DEPARTING NAME: J. PARKER, S. W. W.
<b>GARMON LAND SURVEYING</b> 1920 Railroad Street, Suwanee, GA 30066 678-726-7582 garmonlandsurveying@gmail.com	

- LEGEND**
- RBF=REBAR FOUND
  - BL=BUILDING LINE
  - NF=NOW OR FORMERLY
  - PL=PROPERTY LINE
  - R/W=RIGHT-OF-WAY
  - D8=DEED BOOK
  - P8=PLAT BOOK
  - PG=PAGE
  - ⊙=WATER METER
  - ⊖=POWER POLE
  - ⊕=WELL
  - ⊙=POWER POLE
  - ⊖=WELL

**C1200107**  
**2031 JOHNS STOWE ROAD**  
**MONROE, GA 30656**  
**120196.19 Sq. Feet**  
**2.76 Acres**  
**ZONED A-1**

- NOTES**
1. ALL IRON PINS SET ARE 1/2" REBAR UNLESS STATED OTHERWISE.
  2. SURVEY AND BEARING BASIS ESTABLISHED WITH GPS USING A NETWORK ADJUSTED REAL TIME KINEMATIC ROVER.
  3. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS RELATIVE POSITIONAL ACCURACY OF ±0.03 FEET.
  4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 150,000 FEET.
  5. EQUIPMENT USED IN THIS SURVEY WAS A CARLSON MESA II DATA COLLECTOR AND A LEICA TS08+ TOTAL STATION.
  6. FIELD WORK COMPLETED ON APRIL 14, 2021.
  7. SETBACKS ARE SHOWN FROM COUNTY CODE INFORMATION. GARMON LAND SURVEYING, LLC IS NOT LIABLE FOR ANY DISCREPANCIES.



**BLK 120 PG 105-105**  
 Filed and Recorded  
 May-10-2021 04:13 PM  
 DOCF 2021 - 000165  
 KAREN P. DAVID  
 CLERK OF SUPERIOR COURT  
 WALTON COUNTY, GA  
 Participant ID: 6664074587

THIS BLOCK RESERVED FOR THE  
 CLERK OF THE SUPERIOR COURT.

**SURVEYOR'S CERTIFICATION:**

This plat is a re-confirmation of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of this document, maps, plats, or other instruments which created this parcel or parcels are stated herein.

**RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.** Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A., Section 18-4-97.



<b>SURVEY FOR:</b>		<b>JOSHUA PARKER</b>	
<b>LAND LOT:</b>	145	<b>DATE</b>	4/27/2021
<b>DISTRICTS:</b>		<b>SCALE</b>	1" = 80'
<b>SECTION:</b>		<b>JOB NO.</b>	2021-100
<b>COUNTY:</b>	WALTON	GARMON LAND SURVEYING 1920 Railroad Street, Shalburn Ga 30666 678-726-7582 garmonlandsurveying@gmail.com	
		<b>DRAWING NAME:</b>	
		2031 JOHNS STOWE RD	



To whom it concerns.

10 - Item 5.7.

The intent for this rezone app is to divide the property into 2 tracts so there is a 1 acre<sup>tract</sup> with the current single family residence and the 1.76 acres tract left over available to build 1 single family home.

Thank you

Josh Parker  
770-601-9599

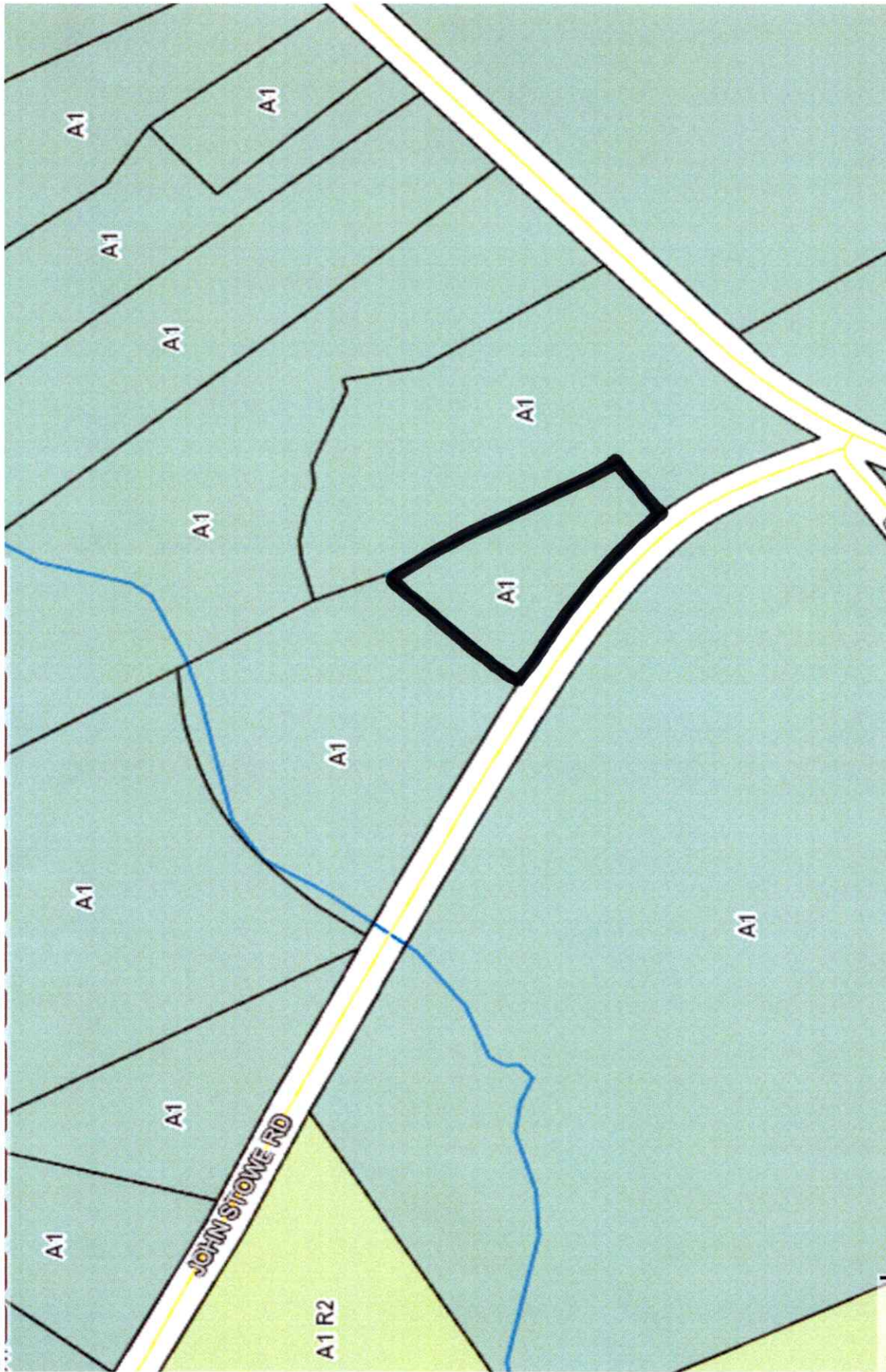
Z21100002 – 2031 John Stowe Rd



Z21100002 – 2031 John Stowe Rd



Z21100002 – 2031 John Stowe Rd



November 2, 2021

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, November 2, 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**

Parks and Recreation Director Jody Johnson recognized Elaine Sekowski for winning the GRPA Cross Country Championship.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:03 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**

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

Chairman Thompson opened the public hearing on the matter. Brian Sullivan with SW North Monroe LLC spoke in favor of the rezone. Mr. Sullivan stated that they were willing to engage in compromise but had been unable to have any constructive conversation with the community and requested a rezone to commercial per the Walton Co. Land Use Plan. Blake Davis spoke in opposition on behalf of the Gratis Community. He voiced their concerns of increased traffic, crime and noise and requested the Board to follow the Planning Commission recommendation. Chairman Thompson closed the public hearing on the matter.

*Motion: Commissioner Bradford made a motion to accept the Planning Commission recommendation to deny the rezone. Commissioner Dixon seconded the motion and all voted in favor.*

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

Planning Director Charna Parker presented a request to withdraw the application.

***Motion:** Commissioner Adams made a motion to accept the withdrawal of the application. Commissioner Bradford seconded the motion; voted and carried unanimously.*

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

Chairman Thompson opened the public hearing on the matter. Chad Caudill with New Cingular Wireless PCS LLC (DBA AT&T) spoke in favor of the conditional use. Mr. Caudill said that the equipment would be installed and operated in keeping with applicable FAA and FCC rules and regulations and due to the area would only be allowed a 211 ft. tower. He further stated that the 211 ft. tower would still provide the service area needed for AT&T coverage. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

***Motion:** Commissioner Bradford made a motion to approve the conditional use per the Planning Commission recommendation for slats in the fence in lieu of a landscape buffer and a maximum tower height of 211 ft. Commissioner Banks seconded the motion and all voted in favor.*

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

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

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

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

Chairman Thompson opened the public hearing on the matter. Applicant Lacey Adkins spoke in favor of the rezone and stated she had applied for a USDA Pet Breeders License for the kennel. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

***Motion:** Commissioner Bradford made a motion to approve with the Planning Commission recommendations per the application, all kennels inside the enclosed barn and limit of 8 kennels. Commissioner Warren seconded the motion; voted and carried unanimously.*



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

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

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

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

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

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

**ADMINISTRATIVE CONSENT AGENDA**

- 1. Approval of October 5, 2021 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Walton EMC Power Line Easement – Garrett Road Property – Contingent on review
- 4. FY22 LMIG Application
- 5. Acceptance of Grant – Bullet Proof Vest – Sheriff’s Office
- 6. Lease Agreement – Advantage Behavioral Health – Leroy Anderson Rd
- 7. Lease Agreement – Advantage Behavioral Health – Ga. Hwy. 11 S
- 8. Ratification of Actions taken by WCWSA
- 9. Acceptance of VOCA Grants
- 10. Limited Warranty Deed – Walnut Grove Sewer Treatment Plant

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

**RESOLUTION**

Resolution - FY22 Budget Amendment

Finance Director Milton Cronheim presented FY22 Budget Amendments

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

Resolution - Amending Project Length Budget - Pickleball Courts FY22

Finance Director Milton Cronheim presented an FY22 Budget Amendment to amend the Project Length Budget for the Pickleball Courts.

**Motion:** Commissioner Warren made a motion to adopt the Resolution amending the Project Length Budget for the Pickleball Courts. Commissioner Bradford seconded the motion; voted and carried unanimously.

County Attorney Chip Ferguson presented the following Resolutions:

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.

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

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

**Motion:** Commissioner Adams made a motion to adopt the Resolution, seconded by Commissioner Banks. Commissioners Warren, Banks, Shelnuttt and Adams voted in favor. Commissioners Bradford and Dixon opposed the motion. The motion passed 4-2.

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.

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

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.

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

Resolution - Amending the Service Delivery Strategy for Stanton Springs and Stanton Springs North

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

**HUMAN RESOURCES**

Proposed Amendments to Civil Service Personnel Rules and Regulations - Promotions/Reclassifications/Starting Salaries and Resolution

Human Resources Director Melissia Rusk presented a Resolution and Amendments to the Civil Service Personnel Rules and Regulations, Promotions/Reclassification/Starting Salaries that were approved at the October 5, 2021 meeting.

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

**CONTRACTS**

Contract/Proposal - Ascension Program Management - Walnut Grove Park

**Motion:** *Commissioner Shelnett made a motion to approve the proposal and move forward subject to County Attorney review. Commissioner Bradford seconded the motion and all voted in favor.*

Contract/Proposal - Ascension Program Management - Courtroom Renovation

**Motion:** *Commissioner Warren made a motion to approve the proposal pending County Attorney review. Commissioner Dixon seconded the motion; voted and carried unanimously.*

Amended IGA - Revenue Sharing Agreement for Stanton Springs and Stanton Springs North

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

**DISCUSSION** *None*

**EXECUTIVE SESSION** *Not Held*

**ADJOURNMENT**

**Motion:** *Commissioner Adams made a motion, seconded by Commissioner Dixon, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:58 p.m.*

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

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DAVID G. THOMPSON, CHAIRMAN

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RHONDA HAWK, COUNTY CLERK

November 16, 2021

The Walton County Board of Commissioners held a called meeting on Tuesday, November 16, 2021 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:07 p.m. and led the Pledge of Allegiance. Commissioner Dixon gave the invocation.

**ADOPTION OF AGENDA**

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

**RESOLUTION**

Jim Woodward of Gray Pannell and Woodward, LLP and Andrew Tritt of Stifel Investment Services presented the Resolutions for approval.

Resolution - Approving the Supplemental Bond Resolution of the Walton County Industrial Building Authority approving the final terms of the Walton Industrial Building Authority Revenue Bonds (Walton Jail Facility Project), Series 2021 and related matters

*Motion: Commissioner Shelnett made a motion, seconded by Commissioner Banks to approve the Resolution. Chairman Thompson, Commissioners Banks, Shelnett and Adams voted in favor. Commissioners Bradford and Dixon opposed the motion. The motion carried 4-2.*

Resolution - Approving the Supplemental Bond Resolution of the Walton County Water and Sewerage Authority approving the final terms of the Walton County Water and Sewerage Authority Taxable Refunding Revenue Bond (Walton – Hard Labor Creek Reservoir Project), Series 2021

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

Resolution - Approving the Supplemental Bond Resolution of the Walton County Water and Sewerage Authority approving the final terms of the Walton County Water and Sewerage Authority Refunding Revenue Bond (Walton – Hard Labor Creek Reservoir Project), Series 2026

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

## ADJOURNMENT

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Bradford, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:24 p.m.*

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

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DAVID G. THOMPSON, CHAIRMAN

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RHONDA HAWK, COUNTY CLERK

December 7, 2021

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>\$14,131.00</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>100</b>	Postage	Postmaster	<b>\$20,000.00</b>	
	<b>100</b>	LVAP Per OCGA 15-21-132 -September 2021 - <b>For the Record</b>	Local Victims Assistance Fund	<b>\$8,845.87</b>	
	<b>100</b>	Tires (60)	BestDrive LLC	<b>\$6,972.60</b>	
<b>Board of Commissioners</b>					
	1110	100	Lobbying Services	Holland & Knight LLP	<b>\$17,500.00</b>
<b>Elections</b>					
	1401	100	Temp Payroll for Election Day 11/2/2021 - Special Election	Chase Staffing	<b>\$39,192.91</b>
		100	Temp Payroll for Election Day 10/24/2021 - Early Voting	Chase Staffing	<b>\$26,615.77</b>
		100	Temp Payroll for Election Day 10/31/2021 - Early Voting	Chase Staffing	<b>\$21,212.24</b>
		100	Absentee/Emergency Ballots 11/2/2021 - Special election	Tattnall Ballot Solutions	<b>\$6,396.86</b>
		100	On Site Tech Support - 11/2/2021 - Special Election	Dominion Voting Systems, Inc	<b>\$13,000.00</b>
<b>Data Processing/MIS</b>					
	1535	100	800GB SSD Disk (12)	Service Express, Inc.	<b>\$9,676.00</b>
		100	Proline 32GB DDR4 Memory Module (75)	Computer Warehouse	<b>\$12,678.75</b>
<b>Gen Gov Bldg</b>					
	1565	100	Sprinkler System in Server Room	Pye-Barker	<b>\$23,620.00</b>
<b>RDC Fees</b>					
	1595	100	Per Capita Dues 2022	ACCG	<b>\$10,234.80</b>
<b>Clerk of Superior Court</b>					
	2180	100	Jury Fees	Clerk, Walton Superior Court	<b>\$25,000.00</b>
<b>Juvenile Court</b>					
	2600	100	Indigent Defense	The Awe Law Firm, LLC	<b>\$5,855.00</b>
<b>Jail</b>					
	3325	100	Inmate Medical - Specialty Care Expense	Correct Health	<b>\$27,817.13</b>
		100	Inmate Medical - January 2022	Correct Health	<b>\$101,175.81</b>
		100	Inmate Meals - October 2021	Kimble's Food By Design, Inc.	<b>\$55,220.97</b>
<b>Impact Fees</b>					
	3300.75	355	SO Training Facility - Septic Tank	Junior Mitchell Blake	<b>\$11,000.00</b>
<b>Fire Fighting</b>					
	3520	270	Tall PPV , Charger and Shoulder Strap (4)	Ten-8 Fire Equipment	<b>\$17,292.36</b>
		270	GPS Trousers and Suspenders (20)	Nafceo	<b>\$61,500.00</b>
<b>EMS</b>					
	3610	531	Ambulance Billing - October 2021	Emergency Billing, LLC	<b>\$21,761.58</b>
		531	Medical Supplies	Bound Tree Medical, LLC	<b>\$5,778.06</b>
		531	2021 Ram Chassis	Akins Ford Dodge	<b>\$49,605.00</b>

<b>Roadways &amp; Walkways</b>				
4220	100	Undercarriage Replacement	Tractor & Equipment Company	\$19,995.75
	100	Comp Transportation Plan	Atlas Technical Consultants, Inc.	\$14,853.12
	100	2022-Ford F-150 Crew Cab 4X4	Loganville Ford	\$33,234.80
	100	2021 FINN Hydroseeder	Flint Equipment Co	\$71,756.00
	100	General Engineering Support Services - October 2021	Precision Planning, Inc	\$7,976.53
<b>Unpaved Streets</b>				
4222	100	Hanson GAB Crusher Run - Various County Roads	Hanson Aggregates	\$28,500.00
<b>Storm Water</b>				
4270	100	Engineering Services to Stop Water Flow	Engineered Restorations, Inc	\$22,500.00
	100	2021 Ford F-150 Series	Akins Ford Corporation	38,00.00
<b>Storm Water -SPLOST</b>				
4270.19	100	Road Striping - Various Roads	Peek Pavement Marking, LLC	\$6,681.55
<b>Hard Labor Creek</b>				
4405	508	Hard Labor Creek - O&M - <i>For the Record</i>	Precision Planning, Inc	\$2,185.81
	508	Professional Services through October 31, 2021 - <i>For the Record</i>	Precision Planning, Inc	\$1,680.33
	508	For Services Rendered - <i>For the Record</i>	Gilbert, Harrell, Sumerford & Martin, PC	\$5,000.00
	508	Hard Labor Creek O&M - <i>For the Record</i>	J&M Unique Septic System	\$10,004.50
	508	Professional Services - Apalachee River Intake July 31, 2021 - October 1, 20201 - <i>For the Record</i>	CH2M Hill, Inc	\$30,760.30
	508	Professional Services - September 1, 2021 - September 30, 2021 - <i>For the Record</i>	Atkinson/Ferguson, LLC	\$578.50
<b>Water</b>				
4446	507	Sod	Super Sod	\$5,000.00
	507	Gas/Diesel	Stephens Oil	\$6,039.42
	507	Water and Sewer used from Monroe - October 2021	City of Monroe Combined Utilities	\$13,290.13
	507	Water purchased from Oconee County - October 2021	Oconee County Water Resources	\$5,400.64
	507	Water purchased and Tested - Newton County	Cornish Creek Water Fund	\$201,043.00
	507	Hauling Dirt	Boyd & Boyd Enterprises, Inc.	\$7,525.00
	507	Outsourcing and Postage for Bills	Arista Information Systems, Inc.	\$9,062.51
	507	Tank & Well Services	Utility Service Co, Inc.	\$10,303.23
	507	2013 Series - Wording Correction	Truist Bank/Suntrust	\$5,072.50
<b>Solid Waste</b>				
4530	540	Tipping Fees - October 2021	City of Monroe Public Works	\$15,034.26
				\$1,645,560.59



# Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **December 1, 2021**

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

If so, When?

TOPIC: **Surplus**

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

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



## **Summary of Actions Taken at the November 16, 2021 Meeting of the Walton County Water and Sewerage Authority**

- Agenda of November 16, 2021 Meeting approved.
- Minutes of October 20, 2021 Meeting approved.
- Approved Supplemental Bond Resolution of the Walton County Water and Sewerage Authority approving the final terms of the Walton County Water and Sewerage Authority Taxable Refunding Revenue Bond (Walton-Hard Labor Creek Reservoir Project), Series 2021.
- Approved Supplemental Bond Resolution of the Walton County Water and Sewerage Authority approving the final terms of the Walton County Water and Sewerage Authority Refunding Revenue Bond (Walton-Hard Labor Creek Reservoir Project), Series 2026.

Counterpart No. \_\_\_\_ Of \_\_\_\_  
Original Executed Counterparts.  
Counterpart Of The \_\_\_\_\_.

**STATE OF GEORGIA;  
COUNTY OF FULTON:**

**AGREEMENT FOR THE DONATION OF REAL PROPERTY**

THIS AGREEMENT FOR THE DONATION OF REAL PROPERTY, hereinafter referred to as this "Agreement", is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, ("Effective Date") by and between the STATE OF GEORGIA, acting by and through the Department of Driver Services, Party of the First Part, herein referred to as "DDS", whose address is 2206 East View Parkway, Conyers, Georgia 30013, and WALTON COUNTY, GEORGIA, Party of the Second Part, herein referred to as "County", whose address for purposes of this Agreement is 111 South Broad Street, Monroe, Georgia 30655.

**WITNESSETH THAT:**

WHEREAS, the County is the owner of certain improved real property identified and described as Proposed Tract 1 and consisting of 3.606 acres on EXHIBIT A, attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, DDS wishes to acquire the Property to use for its operation and the County wishes to donate this Property to the State, subject to a right of reversion in favor of the County;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements set forth herein and other good and valuable consideration, all of which both parties respectively agree it has in-hand received this day and constitute sufficient consideration received at or before the execution hereof, the parties do hereby agree as follows:

**1.  
DEFINITIONS**

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement, will have the meanings set forth in this provision numbered 1 unless otherwise expressly provided.

1.1 "Environment" means navigable waters, waters of the contiguous zone, ocean waters, natural resources, surface waters, ground water, drinking water supply, land surface, subsurface strata, ambient air, both inside and outside of buildings and structures, and plant and animal life on earth.

1.2 "Environmental Law" shall mean any applicable Federal, State foreign or local law, principles of common law, statute, regulation or ordinance or any judicial or administrative decree, order, judgment, injunction or decision, whether now existing or hereinafter enacted, promulgated or issued, relating to pollution, protection of the Environment or public health and safety, including but not limited to the release or threatened release of Hazardous Substances into the Environment or otherwise relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations promulgated hereunder, and Amendments and successors

to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of Titles 26 U.S.C., 33 U.S.C., and 42 U.S.C., and in 42 U.S.C. §9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. §2061 et seq.); (v) the Clean Water Act (33 U.S.C. §1251 et seq.); (vi) the Clean Air Act (42 U.S.C. §7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. §349, 42 U.S.C. §§201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. §432); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of Titles 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. §1101 et seq.).

1.3 "Hazardous Substance" means any substance regulated under or defined by Environmental Laws, including but not limited to, any pollutant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste.

1.4 "Herein", "hereof", "hereunder" and other terms of like or similar import, will be deemed to refer to this Agreement as a whole, and not to any particular provision hereof, unless expressly indicated otherwise.

1.6 "Permitted Title Exceptions" means those Title Defects subject to which DDS agrees to accept title to the Property and which are set forth in EXHIBIT "B" attached hereto, incorporated herein, and by this reference made a part hereof.

1.7 "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the Environment

1.8 "Threat of Release" shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

1.9 "Title Defect" means any lien, encumbrance, security interest or title, charge, reservation, lease, tenancy, easement, right-of-way, use, encroachment, restrictive covenant, condition, limitation, special assessment and any other burden, right, or privilege, including matters revealed by a physical inspection of the Property and matters of survey, which could or would be considered exceptions or exclusions to a policy of title insurance or objections to the County's fee simple title to the Property.

2.  
ENVIRONMENTAL STUDY

DDS, at its own expense, shall cause the Phase 1 environmental report and the GEPA checklist and report to be conducted of the Property. To the best of the County's actual knowledge, County warrants that the County has not received any notification, whether direct or indirect, pursuant to any Environmental Laws that any of the Property is or may be related to or subject to any investigation or evaluation by any governmental authority or other person as to whether any remedial action is or may be needed to respond to a Release or Threatened Release of Hazardous Substance into the Environment; or any fine or penalty should be levied on, or proceeding commenced, related to or arising from any past operation of the Property.

3.  
TITLE EXAMINATION

3.1. Securing of Title Insurance Commitment. DDS will have a period of forty-five days from the Effective Date to examine the title to the Property and to secure a commitment in writing, from an American Land Title Association title insurer of DDS's choice, for the issuance of an owner's policy of title insurance, committing to insure, at its standard rates or less, DDS and the title to be conveyed by the County to DDS pursuant to this Agreement, free and clear of all Title Defects, except the Permitted Title Exceptions, which are set forth in Exhibit

"B" attached hereto, incorporated herein, and by this reference made a part hereof, and further committing to insure said title as to those matters which may be revealed by an inspection or survey of the Property.

3.2 Curing of Title Defects and Fulfillment of Requirements. Upon receipt by DDS of the said commitment for title insurance (hereinafter sometimes referred to as the "commitment"), DDS will promptly advise the County which, if any, of the Title Defects set forth in the commitment as exceptions thereto, DDS will waive, if any. The County acknowledges that DDS has no obligation to waive any such Title Defects. The County hereby covenants affirmatively that the County will, within a period of thirty (30) days following the County's receipt of the copy of the commitment, take all reasonable actions as will be necessary to cure all Title Defects not waived by DDS. The cure of such Title Defects will be evidenced by the elimination of exceptions therefor from the commitment by one or more endorsements thereto. If the County fails to cure the Title Defects not waived by DDS, or if DDS has undertaken and been unable to cure such Title Defects, then DDS, by written notice to the County, may elect to waive any remaining Title Defects or cancel this Agreement in which event neither party hereto will have any further obligation hereunder.

4.  
ACCESS

From and after the Effective Date and prior to Closing, DDS, acting through its officers, employees, independent contractors and authorized representatives, will have the right to enter upon the Property for the purpose of making inspections, surveys, soil tests and such other tests as the parties may deem necessary or desirable. In the exercise of such privilege, DDS will have the right to place survey markers on the Property. DDS shall be responsible for any damage during such entries pursuant to the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., as it may be amended or repealed.

5.  
COVENANTS AND WARRANTIES

5.1 County Covenants. The County agrees as follows:

5.1.1 At all times prior to the Closing, County will perform and discharge all obligations imposed upon the County under all laws, ordinances, rules, regulations or orders of court affecting the Property or the ownership or maintenance thereof.

5.1.2 At all times during the term of the Agreement and at all times prior to the Closing Date, the County shall not sell, assign or convey any right, title or interest whatever in or to the Property to any third party or create or permit to exist any lien, encumbrance or charge on the Property which will not be paid in full at the Closing.

5.2 Warranties. To induce DDS to acquire the Property, the County makes the following warranties, upon which DDS will be entitled to rely without independent investigation and verification, and each of which will be deemed to be material to this Agreement:

5.2.1 To the County's best knowledge, the County will be vested with good and marketable and insurable fee simple title to the Property, free and clear of all Title Defects except the Permitted Title Exceptions.

5.2.2 The County has the full right, power and authority to enter into this Agreement and to execute the terms and provisions hereof.

5.2.3 There are no actions, suits or proceedings, at law or in equity, filed in any court against the County or of which the County has notice, which affect the title to or any portion of the Property nor any actions or proceedings pending in or before any federal, state, municipal or other governmental department, commission,

board, bureau, agency or instrumentality, either domestic or foreign, which affect the Property, including but not limited to, water, sewage, street paving or power improvements, health, pollution, hazardous materials use, or environmental protection and the County has no knowledge of any threatened or pending governmental proceedings which would impair or curtail the full and free access to the Property from public streets, roads or other rights-of-way.

6.  
CLOSING

6.1 Closing Date. The Closing Date will be within 30 days of DDS’s receipt of the Title Commitment, unless postponed by either party; provided however, that neither party will extend closing by more than thirty (30) days without the consent of the other. At Closing, the County will deliver to the State of Georgia the original of the Limited Warranty Deed for the Property, and the additional Closing Documents outlined below.

6.2 Closing Costs. Prior to or at the Closing, County and DDS will respectively pay the following costs:

6.2.1 Expenses of County. County will pay the following expenses:

- (a) The cost of paying off and satisfying any mortgage indebtedness for which the Property are pledged as security;
- (b) Fees of the County's attorneys;
- (c) Costs for filing and recording of the warranty deed and any other documents or instruments which DDS deems reasonably necessary or desirable to place of record; and
- (d) All other costs actually incurred by County.

6.2.2 Expenses of DDS. DDS will pay the following expenses:

- (a) Fees and expenses of DDS's attorney;
- (b) Premiums for any title insurance;
- (c) The costs and expenses of any survey obtained by DDS; and
- (d) Any other costs and expenses actually incurred by DDS.

6.3 Intentionally omitted.

6.4 Deliveries At Closing. At the Closing, Walton and DDS will each deliver to the other the following:

6.4.1 Payment of Repair Costs by DDS to County. At the Closing, DDS will tender to the County \$15,000 as compensation for the previous HVAC repairs to the Property made by the County.

6.4.2 Delivery by County to DDS. At the Closing, the County will properly execute and deliver to DDS the following:

- (a) A limited warranty deed, naming as Grantee therein the STATE OF GEORGIA, and conveying to the State good, marketable and insurable fee simple title to the Property, free and clear of all Title Defects, except the Permitted Title Exceptions and any Title Defects which DDS has waived by written notice to

the County. Marketability will be determined in accordance with Georgia law and the State Bar of Georgia Title Standards.

(b) An owner's affidavit executed by the appropriate representative of County, in a form satisfactory to DDS and sufficient to enable DDS to have deleted from its policy of title insurance any exception for unfiled mechanics' and materialmens' liens and to permit the issuance at the Closing of the title insurance policy referred to in the provision numbered 3.1 hereof.

(c) Such resolutions or other documents as DDS will reasonably request to evidence and to confirm the County's power and authority to execute and deliver this Agreement and all of the agreements, instruments and documents contemplated herein to be executed and delivered by County.

(d) State of Georgia Real Estate Transfer Tax Declarations in the form required by Georgia law.

(e) All quitclaims, cancellations of notes/security deeds, releases, agreements, affidavits and other documents, all appropriately executed, necessary to enable DDS to comply with all commitment requirements and to have deleted from its policy of title insurance all exceptions for Title Defects, except the Permitted Title Exceptions and any Title Defects which DDS has waived by written notice to the County.

(f) Any applicable IRS forms such as Forms 1099 and 8283.

6.4.3 Other Documents. In addition to all documents, instruments and agreements expressly provided for herein, DDS and the County will execute such other documents as may be reasonably required by counsel for either party to effectuate the purposes of this Agreement.

7.

DELIVERY OF POSSESSION

The Parties acknowledge that the State of Georgia is already in possession of the Property and therefore assumes the risk of damage or destruction of the Property by fire or other casualty prior to Closing.

8.

CONTINGENCIES

The obligation of both parties to complete the exchange contemplated by this Agreement is subject to the following conditions:

8.1 Timely Performance. The timely and continuing performance by both parties of each and every covenant, agreement and obligation imposed upon the parties in this Agreement.

8.2 Truth and Accuracy. The truth and accuracy as of the date hereof and as of the Closing Date of each and every warranty made by the County in this Agreement.

8.3 Georgia Environmental Policy Act. DDS will exercise good faith efforts to secure administrative and substantive compliance and any necessary approvals pursuant to the Act.

8.4 Approval of the Georgia Attorney General's Office. The County acknowledges that this Agreement is contingent upon the approval of the Georgia Attorney General's Office regarding the State of Georgia's ability to accept any title exceptions on the Property.



8.5 Right of Reversion. The County shall have a right of reversion, and fee simple title to the Property shall revert back to the County, as if the Property were never transferred pursuant to this Agreement, if the State, by and through the State Properties Commission, ceases use of the Property as a DDS facility. If any new capital improvements are constructed on the Property by the State after the conveyance contemplated by this Agreement, the County will acquire the improvements for fair market value at the time of the reversion. The County's right of reversion shall be appropriately referenced in the limited warranty deed.

9.  
BROKERAGE FEES

Neither Party has engaged a real estate broker or agent pertaining to this transaction.

10.  
LEGAL INTERFERENCE

If, prior to Closing, the Property is condemned, or threatened to be condemned, or otherwise acquired for public purposes, by any government entity other than DDS, each party shall have the option of terminating the Agreement.

11.  
NOTICES

All notices to be given hereunder shall be in writing and given by depositing the notice in the United States Registered or Certified Mail, postage prepaid, in an envelope addressed to the party to be notified at such party's address as herein set forth; and the day upon which such notice is so mailed shall be treated as the date of service. Copies of all notices shall be mailed to:

For DDS:

Division of Driver Services  
2206 East View Parkway  
Conyers, Georgia 30013

With copy to:

State Properties Commission  
270 Washington Street  
Suite 2-129  
Atlanta, Georgia 30334

For Walton County:

Walton County Board of Commissioners  
111 S. Broad Street  
Monroe, Georgia 30655

12.  
ASSIGNMENT

Except as herein provided, the County will not transfer or assign all or any of its right, title or interest hereunder or delegate any of its duties or obligations hereunder without the prior written consent of DDS, which consent will not be unreasonably withheld. DDS may, without the consent of the County, transfer or assign this

Agreement or any of DDS's rights or duties hereunder to another agency, department or authority of the State of Georgia.

13.  
RIGHTS CUMULATIVE

All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law.

14.  
NON WAIVER

No failure of DDS to exercise any right or power given to DDS under this Agreement, or to insist upon strict compliance by the County with the provisions of this Agreement, and no custom or practice of the County or DDS at variance with the terms and conditions of this Agreement, will constitute a waiver of DDS's right to demand exact and strict compliance by the County with the terms and conditions of this Agreement.

15.  
CONTINUITY

Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of DDS and the County and the heirs, devisees, legatees, legal representatives, successors and assigns of DDS and the County.

16.  
DATE FOR PERFORMANCE

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period will be automatically extended through the close of business on the next regularly scheduled business day.

17.  
TIME OF THE ESSENCE

All time limits stated herein are of the essence of this Agreement.

18.  
EXHIBITS

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

19.  
SEVERABILITY

If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20.  
SURVIVAL

All provisions of this Agreement will survive the Closing and will not be merged into the documents executed and delivered by the parties at the Closing.

21.  
CAPTIONS

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

22.  
GEORGIA AGREEMENT

This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.

23.  
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

24.  
NO THIRD PARTY BENEFICIARIES

Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

25.  
EXECUTION

The individual(s) executing this Agreement represent that such individuals have personal knowledge of the matters stated in this Agreement and are authorized to execute this Agreement.

26.  
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussion, statements and agreements between the County and DDS and constitutes the full, complete and entire agreement between the County and DDS with respect hereto; no member, officer, employee or agent of the County or DDS has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both the County and DDS and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the County and DDS have caused these presents to be duly signed, sealed and delivered on the day, month and year first above written.

WALTON COUNTY, GEORGIA:

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

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

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

Signed, sealed and delivered  
in our presence:

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

\_\_\_\_\_  
Official Witness, Notary Public

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

(Notary Public Seal Affixed Here)

DIVISION OF DRIVER SERVICES

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

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

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

Signed, sealed and delivered  
in our presence:

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

\_\_\_\_\_  
Official Witness, Notary Public

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

(Notary Public Seal Affixed Here)

**EXHIBIT "A"**

**EXHIBIT "B"**  
**PERMITTED TITLE EXCEPTIONS**

**NONE**

Deed Doc: EASE Rec#: 218260  
Recorded 05/21/2013 01:43PM

KATHY K. TROST  
Clerk Superior Court, WALTON County, GA  
BK 03550 Pg 0269-0276

(Above Reserved for Recording)

*After recording, please return to:*  
Chris H. Atkinson  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655

**EASEMENT AND WATER PURCHASE AGREEMENT**

THIS EASEMENT AND WATER PURCHASE AGREEMENT ("Agreement") is made this 18<sup>th</sup> day of June, 2013 (the "Effective Date"), by and between WALTON COUNTY, GEORGIA, acting by and through its Board of Commissioners ("County") and ALBERT PAUL FLOYD, an individual resident of the State of Georgia ("Floyd").

**RECITALS:**

A. Floyd is the fee simple owner of that certain tract of land lying in City of Monroe, Walton County, Georgia, more particularly described as follows (the "Floyd Property"):

All that tract or parcel of land lying and being in Land Lot 67, 3<sup>rd</sup> District, City of Monroe, Walton County, Georgia, being Tract #1, containing 5.000 acres, as shown on a plat of survey prepared for Albert P. Floyd by Brewer & Dudley, L.L.C., certified by John F. Brewer, Registered Professional Land Surveyor No. 2115, dated February 15, 2005, recorded in **Plat Book 99, Page 7**, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of such property.

B. The County is the owner in fee simple of those certain tracts of land lying in City of Monroe, Walton County, Georgia, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "County Property").

C. Located on the Floyd Property is a pond/reservoir (the "Floyd Pond"), which Floyd Pond is primarily supplied by a drilled groundwater well and pump (the "Well Pump") also located on the Floyd Property. The Floyd Pond is generally depicted on Exhibit B attached hereto and incorporated herein by reference.

D. The County operates a park and recreation facility on the County Property ("Felker Park"), which includes soccer fields, football fields and other areas for recreational activities.

E. The Floyd Property adjoins and abuts the County Property.

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F. Floyd is willing to sell, and the County is willing to purchase, unlimited water from the Floyd Pond to irrigate Felker Park.

G. The parties hereto desire to enter into this Agreement to provide for the purchase and sale of such water, the easements necessary for the piping and facilities needed, to provide for each party's respective obligations, and for the purposes and uses more specifically set forth below.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00), the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, each of the parties hereto covenants and agrees as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and made a part of this Agreement.

2. Easements.

2.1 Water Line Easement. Floyd hereby grants and conveys unto the County, its successors and assigns, for the benefit of the County Property, a permanent, perpetual and non-exclusive easement over, under, through and across that portion of the Floyd Property being 5-feet on either side (10-feet total) of the hereinafter described Water Line Facilities to be constructed (the "Water Line Easement Area") for the following purposes (collectively, the "Water Line Easement"):

(a) the construction, installation, operation, maintenance and use of underground water and irrigation lines and related apparatus (collectively, the "Water Line Facilities") to allow for the pumping and transmission of water from the Floyd Pond to the County Property. All costs and expenses for the construction and installation of the Water Line Facilities shall be borne by the County.

The anticipated location of the Water Line Easement Area is depicted on the easement exhibit attached hereto as Exhibit B and incorporated herein by reference (the "Easement Exhibit").

2.2 Pump and Intake Easement. Floyd hereby grants and conveys unto the County, its successors and assigns, for the benefit of the County Property, a permanent, perpetual and non-exclusive easement over, under, through and across that portion of the Floyd Property being approximately 20-feet x 20-feet located on and adjacent to the Floyd Pond and including such areas of the Floyd Pond as necessary to pump water as herein contemplated and as generally depicted on the Easement Exhibit and identified thereon as the "20'x20' Pump & Intake Easement" (collectively, the "Pump/Intake Easement Area") for the following purposes (collectively, the "Pump/Intake Easement"):

(a) the construction, installation, operation, maintenance and use of water pump(s) and/or submersible pumps, piping and related apparatus necessary (collectively, the "Pump/Intake Facilities") to allow for the pumping and transmission of water from the Floyd Pond to the County Property. Floyd has

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constructed, at Floyd's expense, a poured concrete pad located adjacent to the Floyd Pond within the Pump/Intake Easement Area on which the County may install the water pump and related portions of the Pump/Intake Facilities. The County will be responsible for all costs in constructing and installing the Pump/Intake Facilities. In the event the County installs a traditional pump on said concrete pad (as opposed to a submergible pump within the Floyd Pond), thereafter Floyd shall construct a commercially suitable brick pump house/shelter to house those portions of the Pump/Intake Facilities not located within the Floyd Pond. Such pump house/shelter (if needed) shall be constructed by Floyd, at Floyd's expense, within 30 days of the County's completion of the Pump/Intake Facilities.

2.3 Access Easement. Floyd hereby grants and conveys unto the County, its successors and assigns, for the benefit of the County Property, a permanent, perpetual and non-exclusive easement over, under, through and across that portion of the Floyd Property identified as "10' Access Easement" on the Easement Exhibit (the "Access Area") for the purpose of providing access from the public right-of-way of Towler Street (which Towler Street is shown on the Easement Exhibit) to other easement areas described in this Section 2 (the "Access Easement").

3. Well Pump. Floyd acknowledges and agrees that maintaining a full supply of water in the Floyd Pond is critical to the County's use of such water in the irrigation of the County Property herein described. The Well Pump, which supplies the Floyd Pond with essentially all of its water, is and shall be maintained and operated by Floyd at Floyd's expense. Floyd covenants and agrees to maintain, repair and replace the Well Pump as necessary to keep the Well Pump in good working order at all times, such that the Floyd Pond can maintain a full supply of water. In the event Floyd fails to properly maintain, repair or replace the Well Pump, the County may notify Floyd of such failure and Floyd shall immediately remedy the same. In the event Floyd fails to remedy such failure, the County may do so and deduct the costs of the same from any sums due to Floyd hereunder by delivery of written notice containing the costs of such repairs following completion of the same. Floyd hereby grants and conveys to the County an easement over the Floyd Property for performing such repair activities.

4. Water Purchase.

4.1 Water Quantity. The County has previously provided Floyd with the County's historic water use figures for the County Property. Throughout the term of this Agreement, Floyd covenants and agrees to make available to the County no less than 50,000 gallons per day of potable well water in the Floyd Pond for the County's purchase and use on the County Property. The County shall have the option, but not the obligation of installing a meter on the Pump/Intake Facilities in order to track the County's water usage.

4.2 Purchase Terms. During the term of this Agreement, the County shall pay to Floyd an annual fixed cost of \$20,000 per year as full and complete payment for all water used by the County hereunder, regardless of the actual quantity used. Such annual \$20,000 fee shall be paid in arrears in quarterly installments of \$5,000 each payable on the following dates (or the first business day occurring thereafter): January 1, April 1,

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July 1 and October 1. Notwithstanding the foregoing, for the balance of calendar year 2013 following the Effective Date, the County shall pay \$5,000 on or promptly following the Effective Date, and the next such payment shall not be due until January 1, 2014.

5. Term. This Agreement shall continue in full force and effect for a period commencing on the Effective Date and ending on December 31, 2013, and shall thereafter automatically renew for ten (10) successive 1-year terms (each such period herein referred to as a "Term"), subject to the following:

5.1 The County shall have the option of terminating this Agreement at the conclusion of any Term by written notice to Floyd on or before expiration of such Term.

5.2 In the event at any time the Floyd Pond is not supplying adequate water to the County Property (as determined by the County in its sole discretion), the County shall have the option of terminating this Agreement by written notice to Floyd.

5.3 The County shall have the option of terminating this Agreement at any time (for any reason or for no reason) upon payment to Floyd of a termination fee of \$1,000.00.

5.4 In the event of any such termination as set forth in Sections 5.1, 5.2 and 5.3 above, following such termination the County shall have no further obligations hereunder. Further, in the event the County elects to so terminate, the County shall have the option (but not the obligation) to remove any of the Pump/Intake Facilities within a reasonable period of time following termination.

5.5 Contemporaneous with the County's execution and delivery of this Agreement, the County has delivered to Floyd and Floyd hereby acknowledges the receipt of \$10.00 (the "Independent Consideration"), which amount the parties bargained for and agreed as consideration for the County's unilateral options to terminate this Agreement and for Floyd's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Floyd notwithstanding any other provision of this Agreement.

6. Floyd Representations and Warranties. As a material inducement to the County to enter into this Agreement, Floyd represents and warrants to the County:

6.1 Floyd has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

6.2 The County has previously provided Floyd with the County's historic water use figures for the County Property, and the Floyd Pond has adequate water supply to meet all the County's current and future irrigation needs at the County Property.

6.3 All lender consents, subordinations and approvals necessary to grant the easements herein have been obtained.

6.4 Floyd shall maintain the Well Pump in clean, working condition

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throughout the term of this Agreement.

~~7. Cooperation. Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement.~~

8. Time is of Essence. Time is of the essence of each and every term of this Agreement.

9. Governing Law and Jurisdiction. This Agreement is made and entered into as a contract respecting land and is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Georgia.

10. Running With Land. This Agreement shall run with the land as burden to the Floyd Property and a benefit to the County Property, and shall pass with the conveyance of all or any portion of such lands, whether specifically referred to or not. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their representatives, successors and permitted assigns.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Headings. All captions, headings, section and subsection numbers and letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement.

13. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforced to the full extent permitted by law.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

KWR APF

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Signed sealed and delivered in the presence of:

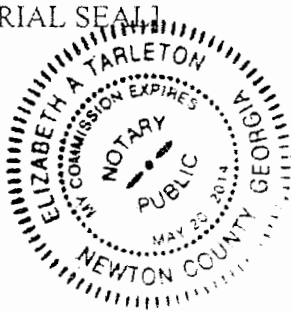
[Signature]  
Unofficial Witness

Elizabeth A. Tarleton  
Notary Public

My commission expires: 5/20/14

[NOTARIAL SEAL]

SEAL AFFIXED



COUNTY:

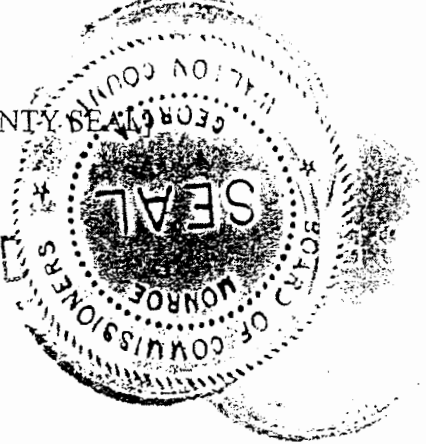
WALTON COUNTY, GEORGIA, acting by and through its Board of Commissioners

By: Kevin W. Little  
Kevin W. Little  
Chairman

Attest: Leta B. Talbird  
Leta Talbird  
County Clerk

[COUNTY SEAL]

SEAL AFFIXED



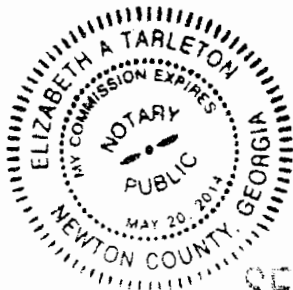
Signed sealed and delivered in the presence of:

[Signature]  
Unofficial Witness

Elizabeth A. Tarleton  
Notary Public

My commission expires: 5/20/14

[NOTARIAL SEAL]



SEAL AFFIXED

FLOYD:

Albert P. Floyd (SEAL)  
ALBERT PAUL FLOYD

[END OF SIGNATURES]

KWL APF

Exhibit A

Legal Description of County Property

Park Tract

All that tract or parcel of land lying and being in Land Lots 66 & 67, 3<sup>rd</sup> District, City of Monroe, Walton County, Georgia, containing 41.264 acres, identified as the "Park Tract" on that certain plat of survey prepared for the Walton County Board of Commissioners by Alcovy Surveying Company, Inc., certified by Ronald Calvin Smith, Registered Professional Land Surveyor No. 2921, dated May 27, 2003, revised June 10, 2003, June 11, 2003 and December 8, 2003, recorded in **Plat Book 93, Page 170**, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of such property.

Tract A of the Green Space

All that tract or parcel of land lying and being in Land Lots 66 & 67, 3<sup>rd</sup> District, City of Monroe, Walton County, Georgia, being Tract A of the Green Space, containing 17.983 acres, as shown on a plat of survey prepared for the Walton County Board of Commissioners by Alcovy Surveying Company, Inc., certified by Ronald Calvin Smith, Registered Professional Land Surveyor No. 2921, dated May 27, 2003, revised June 10, 2003, June 11, 2003 and December 8, 2003, recorded in **Plat Book 93, Page 170**, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of such property.

Tract B of the Green Space

All that tract or parcel of land lying and being in Land Lots 66 & 67, 3<sup>rd</sup> District, City of Monroe, Walton County, Georgia, being Tract B of the Green Space, containing 2.301 acres, as shown on a plat of survey prepared for the Walton County Board of Commissioners by Alcovy Surveying Company, Inc., certified by Ronald Calvin Smith, Registered Professional Land Surveyor No. 2921, dated May 27, 2003, revised June 10, 2003, June 11, 2003 and December 8, 2003, recorded in **Plat Book 93, Page 170**, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of such property.

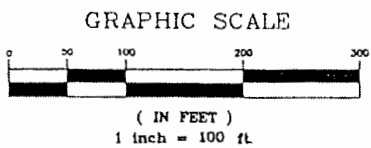
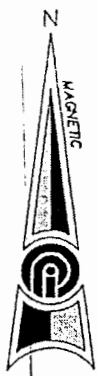
KWR APF

**PROPERTY INFORMATION**  
 SITE AREA = 5,000 ACRES  
 BEING A PORTION OF PARCEL M0200173,  
 TRACT #1, LOCATED IN THE CITY OF MONROE  
 LAND LOT 67, 3RD LAND DISTRICT,  
 PLAT BOOK 99, PAGE 7

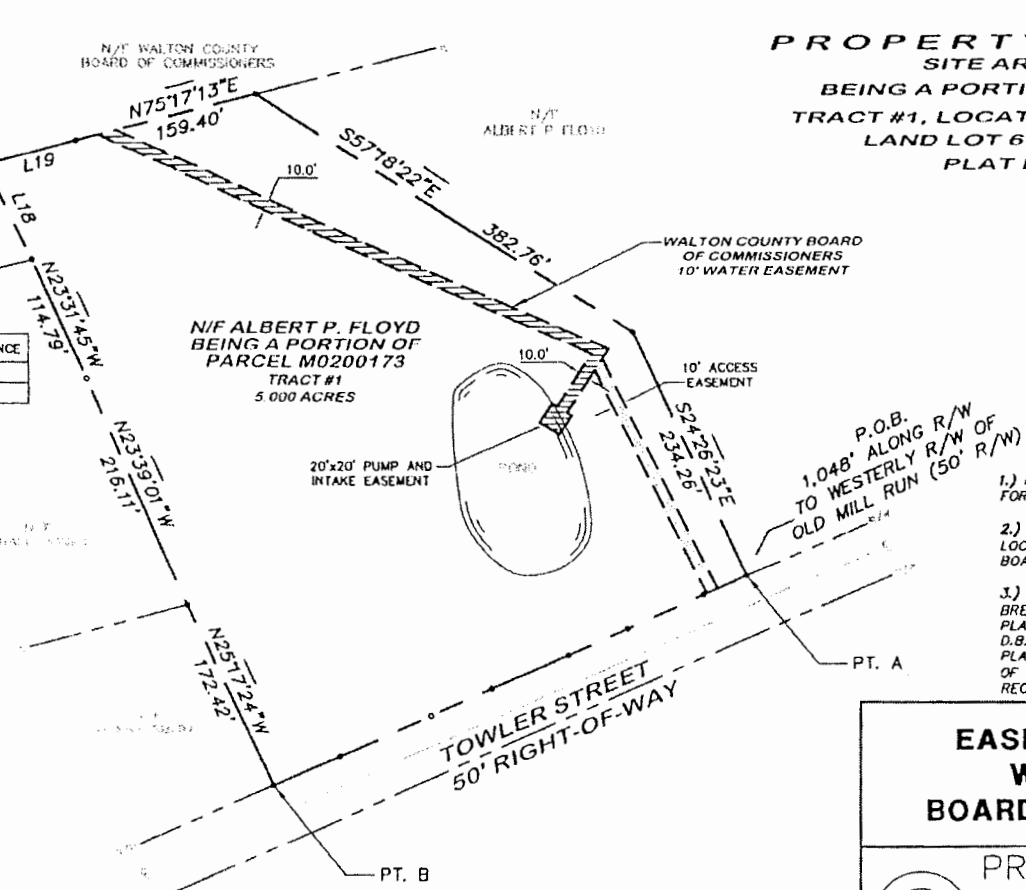
NUMBER	DIRECTION	DISTANCE
L18	N 25°51'13" W	90.89'
L19	N 74°46'05" E	79.39'

BEARINGS AND DISTANCES ALONG  
 R/W OF TOWLER STREET  
 FROM PT. A TO PT. B

DIRECTION	DISTANCE
S 65°09'36" W	40.28'
S 65°40'53" W	71.23'
S 65°02'54" W	55.74'
S 65°48'52" W	71.41'
S 65°32'16" W	56.99'
S 65°23'55" W	85.37'
S 66°19'45" W	62.20'



No.	By	Date	Revision



**NOTES**

- 1.) NO SURVEY WAS PERFORMED BY PRECISION PLANNING, INC. FOR THIS PLAT.
- 2.) THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW LOCATION FOR A 10' WATER EASEMENT FOR WALTON COUNTY BOARD OF COMMISSIONERS.
- 3.) BOUNDARY INFORMATION FROM SURVEY PREPARED BY BREWER & DUDLEY, LLC, DATED 2/15/2005, RECORDED IN PLAT BOOK 99, PAGE 7, REF: D.B. 900, PG 380-381, REF: D.B. 2065, PG 62-63, REF: D.B. 469, PG 384-385, REF: PLAT BY RONALD CALVIN SMITH FOR WALTON COUNTY BOARD OF COMMISSIONERS DATED 5/27/2005, WALTON COUNTY RECORDS.

**EASEMENT EXHIBIT FOR  
 WALTON COUNTY  
 BOARD OF COMMISSIONERS**

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**PRECISION PLANNING, INC.**  
 PLANNERS, ENGINEERS, ARCHITECTS & SURVEYORS  
 400 PIKE BOULEVARD, P.O. BOX 2210  
 LAWRENCEVILLE, GEORGIA 30246  
 (770) 338-8000 (FAX) (770) 822-5990

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Date: 6/19/13	Land Lot: 67	District: 3rd
County: Walton, City of Monroe	Scale: 1" = 100'	Sheet No.
Designed By:	Drawn By: 88H	Checked By: JLP
Job Number:	File Number:	

1 OF 1

Exhibit B

**Walton County, Georgia**  
**Proposed Budget Calendar**  
**Fiscal Year 2023**

Date	Day	Time	Place	Activity
12/7/2021	Tuesday	6:00	Historic Courthouse	Adoption of Budget Calendar by the BOC
1/7/2022	Friday	Noon	N/A	Budget Packets to Departments
1/7/2022	Friday	Noon	N/A	Budget Packets sent to Agencies
2/7/2022	Monday	Noon	N/A	Budget Requests due to Finance, HR, IT and Facilities
3/14/2022	Monday	9:00-4:00	Judicial Building	Department Budget Presentations
3/15/2022	Tuesday	9:00-11:00	Judicial Building	Department Budget Presentations (if needed)
3/22/2022	Tuesday	TBA	TBA	Budget Work Session (if needed)
3/29/2022	Tuesday	TBA	TBA	Budget Work Session (if needed)
4/5/2022	Tuesday	TBA	TBA	Budget Work Session (if needed)
4/26/2022	Tuesday	Noon	N/A	Proposed Budget and Budget Highlights to County Clerk for agenda
5/1/2022	N/A	N/A	N/A	Advertisement notice of budget access to public, 1st notice of public hearing and adoption in Walton Tribune
5/3/2022	Tuesday	4:30	Historic Courthouse	Copies of Summary Budgets Available in County Clerks office Historic Courthouse
5/3/2022	Tuesday	6:00	Historic Courthouse	Chairman Presents Proposed Budget to BOC at Regular Meeting
5/8/2022	N/A	N/A	N/A	Advertisement 2nd notice of public hearing and adoption in Walton Tribune
5/17/2022	Tuesday	5:00	Historic Courthouse	Public Hearing on Budget
6/7/2022	Tuesday	6:00	Historic Courthouse	Adoption of FY 2022 Budget by BOC at Regular Meeting



**RESOLUTION**

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

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

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

Adopted this 7th day of December, 2021

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

Attest:

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

**AMENDMENT SUMMARY**  
**December 2021 Agenda**

1. **Water 4446:** FY 2022 Proposed amendment to increase budgeted water sales revenue (34.4210) by \$1,952,000 due to a recent rate increase and connection fee revenue (34.4222) by \$112,000 due to an increase in connection fees. This would result in an increase in overall fund balance of \$2,064,000.
2. **Water 4446:** FY 2022 Proposed amendment to increase budgeted R&M – Tank & Well expense by \$169,541. This is associated with containment costs required by the EPA while sandblasting and repainting the Sharon Water Tank. The result is a decrease in fund balance of \$169,541.
3. **Public Defender to Gen Govt Buildings 2800/1565:** FY 2022 Proposed amendment to transfer a budgeted expenditure of \$58,812 (already in the FY 2022 Budget but to go unused) to General Government Buildings for other Facilities capital projects. There would be no effect on fund balance.
4. **District Attorney to Gen Govt Buildings 2200/1565:** FY 2022 Proposed amendment to transfer a budgeted expenditure of \$6000 (already in the FY 2022 Budget but to go unused) to General Government Buildings for other Facilities capital projects. There would be no effect on fund balance.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE HISTORIC COURTHOUSE RENOVATIONS PROJECT BUDGET AND TO 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**, the Historic Courthouse Renovations is a designated SPLOST III project; 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.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budget for the Historic Courthouse Renovations (“Historic Courthouse Renovations Project Length Budget”), which is attached hereto as Schedule 1 and incorporated herein by reference, is 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 revenues and expenditures shown on the Historic Courthouse Renovations Project Length Budget.

**SO RESOLVED THIS 7<sup>th</sup> DAY OF DECEMBER, 2021:**

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

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

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

[COUNTY SEAL]

HISTORIC COURTHOUSE RENOVATIONS  
PROJECT BUDGET

DATE: November 15, 2021  
PROJECT: Historic Courthouse Renovations  
FUNDING: 1565.13

Description	Unit Meas.	Unit Cost	Totals
<b>Renovations</b>			
Replacement of Courtroom Windows			
Painting Exterior Wood and Metal			
Cleaning Building Exterior			\$100,000.00
<b>Total Renovations Costs:</b>			<b>\$100,000.00</b>
<b>Modifications</b>			
<b>Total Remodel Costs:</b>			
<b>Building Equipment and Furnishings</b>			
<b>Total All Equipment/Furnishings:</b>			
Professional/Technical Costs			\$
<b>Total Professional/Technical Costs:</b>			<b>\$</b>
Project Contingency	20%		\$20,000.00
<b>Total Project Contingency Costs:</b>			<b>\$20,000.00</b>
<b>TOTAL BUILDING ACQUISITION/CONSTRUCTION BUDGET</b>			<b>\$120,000.00</b>

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE EMPLOYEE HEALTH CLINIC PROJECT BUDGET AND TO 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**, the Employee Health Clinic is a designated SPLOST III project; 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.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budget for the Employee Health Clinic (“Employee Health Clinic Project Length Budget”), which is attached hereto as Schedule 1 and incorporated herein by reference, is 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 revenues and expenditures shown on the Employee Health Clinic Project Length Budget.

**SO RESOLVED THIS \_\_\_ DAY OF DECEMBER 7, 2021:**

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

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

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

[COUNTY SEAL]

EMPLOYEE HEALTH CLINIC  
PROJECT BUDGET

DATE: November 15, 2021  
PROJECT: Employee Health Clinic  
FUNDING: 1565.13

Description	Unit Meas.	Unit Cost	Totals
Modifications			
Building Remodel	1,800 sf.	\$85.00	\$153,000.00
<b>Total Remodel Costs:</b>			<b>\$153,000.00</b>
Building Equipment and Furnishings			\$30,000.00
<b>Total All Equipment/Furnishings:</b>			<b>\$30,000.00</b>
Professional/Technical Costs			\$10,000.00
<b>Total Professional/Technical Costs:</b>			<b>\$10,000.00</b>
Project Contingency	15%		\$28,950.00
<b>Total Project Contingency Costs:</b>			<b>\$28,950.00</b>
<b>TOTAL BUILDING ACQUISITION/CONSTRUCTION BUDGET</b>			<b>\$221,950.00</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF WALTON COUNTY, GEORGIA (“COUNTY”) AGREEING TO BE BOUND BY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND CERTAIN LOCAL GOVERNMENT ENTITIES CONCERNING THE NATIONAL DISTRIBUTOR AND J&J SETTLEMENTS AND DIRECTING THE EXECUTION OF THE “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” “SUBDIVISION DISTRIBUTOR SETTLEMENT PARTICIPATION FORM,” AND “JANSSEN SETTLEMENT PARTICIPATION FORM.”**

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (“Settling Distributors”), and opioid manufacturer defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“J&J”) have separately reached settlement frameworks (otherwise known as the “National Distributor Settlement” and “J&J Settlement”) with certain states and local government entities that the State of Georgia and Georgia’s local government entities have the option to join;

WHEREAS, the State of Georgia and certain Georgia local government entities seek to enter a Memorandum of Understanding that would enable them to join the National Distributor and J&J Settlements and maximize the recovery to the State of Georgia and Georgia local government entities from those settlements; and

WHEREAS, the County desires to agree to be bound by the Memorandum of Understanding and to participate in the National Distributor and J&J Settlements.

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

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the Memorandum of Understanding between the State of Georgia and certain Georgia local government entities concerning the National Distributor and J&J Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the National Distributor and J&J Settlements.

Section 3. The County Board of Commissioners hereby appoints \_\_\_\_\_ as the duly-appointed representative of the County for the purposes of agreeing to be bound by the Memorandum of Understanding and participating in the National Distributor and J&J Settlements.

Section 4. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” attached hereto and incorporated herein as **Exhibit A**.

Section 5. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “Subdivision Distributor Settlement Participation Form,” attached hereto and incorporated herein as **Exhibit B**.

Section 6. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “Janssen Settlement Participation Form,” attached hereto and incorporated herein as **Exhibit C**.

Section 7. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Walton County Board of Commissioners, held on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Attorney



**EXHIBIT "A"**

---

Acknowledgment and Agreement to Be Bound By Memorandum of Understanding

**EXHIBIT 1**

**ACKNOWLEDGEMENT AND AGREEMENT  
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- Walton County, Georgia has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of Walton County, Georgia, and has the authority to execute this document and bind Walton County, Georgia to the Memorandum of Understanding.
- Walton County, Georgia is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.
- The undersigned, on behalf of Walton County, Georgia understands and acknowledges the terms of the Memorandum of Understanding, and Walton County, Georgia, agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Entity Walton County, Georgia

**EXHIBIT “B”**



Subdivision Distributor Settlement Participation Form

**Subdivision Distributor Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

- 11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
  
- 12. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Distributor Settlement. In the event that the State of Georgia elects not to enter into the Distributor Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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

**EXHIBIT “C”**

---

Janssen Settlement Participation Form

**Janssen Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

11. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Janssen Settlement. In the event that the State of Georgia elects not to enter into the Janssen Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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

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 661.7 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;

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.

All other portions of the 2019 Walton County Service Delivery Strategy as amended in 2020 shall remain unchanged.

Walton County, GEORGIA

This \_\_\_\_ day of \_\_\_\_\_, 2021.

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

(SEAL)

Attest:

\_\_\_\_\_  
Walton County Clerk

## Walton County Department Agenda Request

Department Name: Information Technology (IT)

Department Head or Representative: Shannon Parr

Meeting Date Request: December 7, 2021

Has this topic been discussed at past meetings? No

If so, when? N/A

Topic: Temporary Systems Administrator

Wording for Agenda: Request for an addition to current staff

This Request: Informational Purposes Only

Needs Action by Commissioners

What action are you seeking from the Commissioners?

Approval of a new Temporary Systems Administrator position to be added to current staff.

Department Comments/Recommendation:

Due to the current workload this department is in need of another employee. In an effort to reduce cost, a temporary employee is being requested.

Is 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? N/A

Date forwarded to the County Attorney: N/A

Has the County Attorney review been completed? N/A

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

Approved in current budget? No

Budget information attached? Loaded Labor Rate calculation attached.

Comments:

---

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



# Walton County Board of Commissioners Staffing Requisition Form

Please complete a separate requisition for each new/additional position request. Submit completed forms to the HR Director for processing.

Department: IT Department Request Date: 11/17/2021

- Request for an addition to current staff** *(if requested title is not within the current classification plan, a job questionnaire must be completed and submitted along with this form.)*
- Request for a position reclassification** *(if requested title is not within the current classification plan, a job questionnaire must be completed and submitted along with this form.)*
- Request to fill existing position**
- Request to fill newly approved and classified position**

Position Title Requested Systems Administrator Job Class Code: 1203  
*(for additions or reclassifications only):*

# of Positions Requested: 1 Pay Grade: 19 Hourly Rate/ Annual Salary: \$25.36 Hourly

If this request is to replace or reclassify a position, what is the current job title?  
\_\_\_\_\_

Formerly/Currently Occupied By? \_\_\_\_\_ Date vacated *(if applicable)*: \_\_\_\_\_

This position will be:  Full-time  Part-time  Temporary

If part-time, how many hours per week? \_\_\_\_\_

If temporary, how many annual hours *(1500 annual max)*? 1500

Date position needed: ASAP

Please advertise:  Internal Only  Internal & External

Comments:

Department Head Signature *[Signature]* Date 11/17/2021

**HR USE ONLY:**

Date processed in HR: \_\_\_\_\_ Position Control Reviewed: \_\_\_\_\_  
*initials*

Human Resources Approval: \_\_\_\_\_ Date \_\_\_\_\_  
*Signature of HR Director or Assistant HR Director*

## Loaded Labor Rate - 1500 Annual Working Hours (Temporary Employee)

Information Technology  
Temporary Systems Administrator

Description	Cost	Pay Rate
Salary	\$38,040.00	\$25.36
FICA (6.2% of Salary)	\$2,358.48	\$1.57
Work Comp (.56% of Salary)	\$213.02	\$0.14
Medicare (1.45% of Salary)	\$551.58	\$0.37
Insurance (Employee Only)	\$0.00	\$0.00
2004 DBP Retirement (5% of Salary)	\$0.00	\$0.00
401-A Retirement (2% of Salary)	\$0.00	\$0.00
401-A Retirement (2-3% Additional Match)	\$0.00	\$0.00
<b>Total</b>	<b>\$41,163.08</b>	<b>\$27.44</b>

Approximate cost for temporary employee \$41,163.08



# AIA<sup>®</sup> Document B133<sup>™</sup> – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address, and other information)*

Walton County Board of Commissioners  
111 South Broad Street  
Monroe, GA 30655

and the Architect:  
*(Name, legal status, address, and other information)*

Precision Planning, Inc.  
400 Pike Boulevard  
Lawrenceville, GA 30046

for the following Project:  
*(Name, location, and detailed description)*

Walton County Public Safety Complex  
Monroe, GA

The Construction Manager (if known):  
*(Name, legal status, address, and other information)*

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017<sup>™</sup>, General Conditions of the Contract for Construction; A133–2019<sup>™</sup> Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019<sup>™</sup> Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201<sup>™</sup>–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Refer to Exhibit 'A' – Facility Space Program

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Refer to Exhibit 'B' – Concept Site Plan

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Refer to Exhibit 'C' – Opinion of Probable Cost

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Refer to Exhibit 'D' – Design Phase Milestone Schedule

.2 Construction commencement date:

Init.

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

- 1. GMP Package #1 – Cells and PEMB
- 2. GMP Package #2 – Site Development
- 3. GMP Package #3 – Buildings and Finishes

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Walton County Board of Commissioners  
111 South Broad Street  
Monroe, GA 30655  
Telephone:  
Email:

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

Init.

Comprehensive Program Services  
3368 Hardee Avenue  
Atlanta, GA 30341  
Telephone:  
Email:

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

- .1 Construction Manager:  
*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

Anticipated Date: January 5, 2022

- .2 Land Surveyor:  
Precision Planning, Inc.  
400 Pike Boulevard  
Lawrenceville, GA 30046  
770-338-8000

- .3 Geotechnical Engineer:  
TBD

- .4 Civil Engineer:

- .5 Other consultants and contractors:  
*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

Elizabeth A. Hudson, RA  
Precision Planning, Inc.  
400 Pike Boulevard  
Lawrenceville, GA 30046  
770-338-8178  
lizhudson@ppi.us

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

Init.

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User Notes:

(1748463926)

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

William J. Peltier & Associates, Inc.  
270 Langley Drive  
Lawrenceville, GA 30046  
770-963-0654  
wjp@williamjpeltier.com  
William J. Peltier, P.E.

.2 Mechanical Engineer:

Johnson Spellman & Associates, Inc.  
350 Research Court, Suite 130  
Peachtree Corners, GA 30092  
770-447-4555  
tnorth@jsace.com  
Timothy L. North, P.E.

.3 Electrical Engineer:

Phillips Consulting Engineers, LLC  
260 Beckenham Walk Drive  
Dacula, GA 30019  
404-593-0903  
cphillips@phillipsce.com  
Christopher W. Phillips, P.E.

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000.00 ) each accident, five hundred thousand dollars (\$ 500,000.00 ) each employee, and five hundred thousand dollars (\$ 500,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and three million dollars (\$ 3,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, ~~and subject to Section 4.2.1.14,~~ the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems (structural, mechanical, electrical and roof) and construction materials including general finish information shall be noted on the drawings or described in writing-writing as a pricing narrative.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase. The Architect shall provide input to the Owner regarding revisions and their effect on design, maintainability, and life cycle costs.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and

other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.4.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.4.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### **§ 3.5 Construction Documents Phase Services**

**§ 3.5.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.5.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.5.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

**§ 3.5.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.5.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

**§ 3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,



sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

Init.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall review and respond to submittals within fourteen (14) calendar days from receipt, provided submittals are appropriately organized and labeled.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within ~~any time limits agreed upon, seven (7) calendar days~~, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Architect</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of with the Owner's consultants	<u>Architect</u>
§ 4.1.1.22 Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23 Security evaluation and planning	<u>Architect</u>
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Security Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Architect</u>
§ 4.1.1.29 Other Supplemental Services	<u>Architect</u>

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

4.1.1.21 – Coordination with Trade Contractor(s) and/or Owner's Specialty Contractors who will be responsible for technical design of Telecommunications/Data systems, Audio Visual systems, Security systems, and other specialized technology system components.

4.1.1.22 – Telecommunications/Data Systems: Device locations and conveyance/infrastructure shown and coordinated with Architectural Floor Plans, Reflected Ceiling Plans, Interior Elevations, and Electrical Power Plans. Performance specifications/parameters for UPS Battery back-up systems.

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4.1.1.23 – Security, public address, clock and all other low voltage systems developed to have device locations and conveyance/infrastructure needs shown and coordinated with Architectural Floor Plans, Reflected Ceiling Plans, Interior Elevations, and Electrical Power Plans.

4.1.1.27:

- Jail Housing and Intake:
  - Architect is required to design all fixed furniture in Jail Housing and Intake, including beds, tables and chairs. This will be included within the construction scope of work and will be part of the overall Guaranteed Maximum Price for the project.
  - Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation for the kitchen, Medical and Mental Health area. The Owner shall procure furnishings and moveable equipment. Architect should include furniture floor plans with identification all fixed and movable equipment and furniture.
- Jail Support and Administration, including Remote Visitation, if applicable:
  - Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The Owner shall procure furnishings and moveable equipment. Architect should include furniture floor plans with identification all fixed and movable equipment and furniture.

4.1.1.28 – Audio Visual Systems: All AV equipment located on plans and conveyance/infrastructure coordinated with Architectural Floor Plans, Reflected Ceiling Plans, Interior Elevations, and Electrical Power Plans.

4.1.1.29:

- Signage (life safety, wayfinding, monument sign).
- Design of hardscaping and landscaping, new entry to site, and restriping/resealing parking lots by courthouse/government building (refer to Exhibit 'B').
- Assistance with permitting process, including required State Fire Marshall submissions.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such

- excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
  - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
  - ~~.8 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
  - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
  - .11 Assistance to the Initial Decision Maker, if other than the Architect;
  - .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
  - .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
  - ~~.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and,~~
  - .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate. The Construction Manager shall be notified of the cost of the Additional Services to make said substitutions and would be responsible for bearing said cost.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- ~~.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;~~
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service; No Additional Services shall be provided for Change Orders required due to omissions, design errors, or negligent acts by the Architect. As part of basic services, the Architect shall provide a description of the changed Work along with any supporting documentation needed. The Architect shall review the proposed costs for the Change Order and provide approval or rejection.
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

- .2 One ( 1 per week ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion
- .5 Up to five (5) component punch lists may be required

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect's structural engineer shall provide a minimum number of borings and identification of

column lines, if established at time of procurement of services, to aid the geotechnical engineer in the identification of subsurface exploration to be conducted.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to



rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant

to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

Litigation in a Walton County Court of Jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

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**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory

legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

\$6,090,000.00 (six million ninety thousand dollars)  
Note: This fee is based on a construction estimate of \$105,000,000.00 (one hundred five million dollars), including all site development, building construction, and fixtures, furniture and equipment (FF&E). If the final cost of these components exceeds \$105,000,000.00, the Architect reserves the right to a proportionate increase in its compensation.

- .2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Stipulated Sum Compensation

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly Basis – Refer to Exhibit 'E' – Schedule of Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly Basis – Refer to Exhibit 'E' – Schedule of Standard Hourly Rates

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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/

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit 'E' – Schedule of Standard Hourly Rates

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent ( 0 %) of the expenses incurred.

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**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.50 % one and one-half percent

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

Init.

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[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
(Insert the date of the E234-2019 incorporated into this agreement.)

[ X ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- Exhibit 'A' – Facility Space Program
- Exhibit 'B' – Concept Site Plan
- Exhibit 'C' – Opinion of Probable Cost
- Exhibit 'D' – Design Phase Milestone Schedule
- Exhibit 'E' – Schedule of Standard Hourly Rates

.4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

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

The Honorable David G. Thompson  
Chairman  
(Printed name and title)

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

Elizabeth A. Hudson, RA  
Senior Vice President  
(Printed name, title, and license number, if required)

**Walton County Jail**

Facility Space Program | PPI Project No. A21-061



Jail Administration						
	Area	Adjacency	2040 Space Needs		Remarks	
			Needed	No.		Total
<b>Entry Vestibule</b>	150	Lobby	1	150	s.f.	
<b>Jail Lobby</b>	300	Entry Vestibule	1	300	s.f.	Security Screening, Seats 20
<b>Public Restrooms</b>		Lobby				
Men	250		1	250	s.f.	
Women	250		1	250	s.f.	
<b>Reception</b>						
Receptionist	150	Lobby	1	150	s.f.	Visual control of Lobby
Copy/Work Area	100		4	400	s.f.	
<b>Fingerprint Room</b>	80	Lobby	1	80	s.f.	Base cabinet w/ sink
<b>Supply Storage</b>	80		1	80	s.f.	
<b>Records Room</b>	350	Reception	1	350	s.f.	High density shelving
<b>Small Conference Room</b>	150	Lobby	1	150	s.f.	Seats 4-6
<b>Administrative Offices</b>						
Jail Commander	200		1	200	s.f.	w/ 4 person conf table
Restroom	64		1	64	s.f.	
Administrative Assistant	80		1	80	s.f.	Cubicle
Captain	140		3	420	s.f.	
Lieutenant	80		6	480	s.f.	Cubicle
Classification	140		1	140	s.f.	Space for 2 desks
Investigator	120		2	240	s.f.	
Warrants	120		2	240	s.f.	
Detention Officer	36		8	288	s.f.	Carrel
Clerical	64		4	256	s.f.	Cubicle
Staff Restroom	64		2	128	s.f.	
<b>Board Room</b>	280		1	280	s.f.	Seats 12
<b>Interview Rooms</b>	80		4	320	s.f.	
<b>Training Classroom</b>	600	Break, Lockers	1	600	s.f.	Seats 30
<b>I.T. Room</b>	200		1	200	s.f.	
<b>Break Room</b>	250		1	250	s.f.	Central
<b>Locker Rooms/Restrooms/Showers</b>		Training				Residential washer/dryer
Men	280		1	280	s.f.	
Women	200		1	200	s.f.	
<b>Janitors Closet</b>	60		1	60	s.f.	
<i>Subtotal</i>				6886		
Circulation Factor (30%)				2,066	s.f.	
<b>Jail Administration Total:</b>				<b>8,952</b>	<b>s.f.</b>	

# Walton County Jail

Facility Space Program | PPI Project No. A21-061



Jail Support						
	Area	Adjacency	2040 Space Needs		Remarks	
			Needed	No.		Total
Attorney Visitation	70	Lobby/Intake	4	280	s.f. Non-contact	
Bondsman Work Area	80	Lobby	2	160	s.f.	
Central Control	600	Secure Corridor	1	600	s.f. Workstations, restroom, break area	
Vehicular Sally Port	2500	Intake	1	2500	s.f. Fenced, size for transport bus	
Detox Cell	100	Vehicular Sally Port	2	200	s.f.	
Sally Vestibule	100	Intake	1	100	s.f.	
Intoximeter	80	Sallyvest	1	80	s.f.	
Intake/Processing						
Booking Area	3000		1	3000	s.f. 6 stations	
X-Ray						
Fingerprint/Photo ID						
Holding Cells					M/F, observation, padded, multi-holding	
Staff Toilet						
Classification/Uniforms	500		1	500	s.f.	
Dress-out/Shower	160		4	640	s.f.	
Inmate Property Storage	1000		1	1000	s.f.	
Interview Rooms	80	Jail Admin., Intake	4	320	s.f. Exterior access	
Medical/Infirmary		Housing, Intake				
Waiting/Nurses Station	300		1	300	s.f.	
Files	150		1	150	s.f.	
Drug Storage	200		1	200	s.f.	
Staff Toilet	64		2	128	s.f.	
Inmate Toilet	64		1	64	s.f.	
Linen Storage	120		1	120	s.f.	
Washer/Dryer	80		1	80	s.f.	
Mental Health Counseling	120		2	240	s.f.	
Medical Isolation Cell	100		16	1600	s.f. Showers in cells, negative pressure	
Exam Room -Medical	100		6	600	s.f.	
Exam Room -Dental	100		2	200	s.f.	
Doctor's Office	120		1	120	s.f.	
Multi Purpose Room	250	Housing	4	1000	s.f.	
Law Library	100	Housing	4	400	s.f.	
Hearing Room	600	Lobby	1	600	s.f.	
Judges Chambers	300	Hearing	1	300	s.f. closet, restroom, exterior access	
Inmate Holding for Hearing	200	Hearing	1	200	s.f.	
Janitors Closet	60		1	60	s.f.	
Commissary	150		1	150	s.f.	
Laundry (3sf per Inmate)	3000	Inmate Workers	1	3000	s.f.	
Kitchen (7 sf per Inmate)	7000	Inmate Workers	1	7000	s.f. Loading dock, secure receiving	
Food Prep, Scullery, Dry Storage, Cold Storage						
Dietician, Toilet						
Mattresses/Misc. Storage	400	Housing	1	400	s.f.	
Mechanical	600		1	600	s.f.	
Electrical	400		1	400	s.f.	
Security Electronics	250		1	250	s.f.	
Warehouse/Maintenance Shop	1000		1	1000	s.f. Exterior access	
<i>Subtotal</i>				28542		
Circulation Factor (30%)				8563	s.f.	
<b>Jail Support Total:</b>				<b>37,105</b>	<b>s.f.</b>	

# Walton County Jail

Facility Space Program | PPI Project No. A21-061



Jail Detention					
	Area Needed	Adjacency Needed	2030 Space Needs		Remarks
			No.	Total	
<b>Inmate Workers (48)</b>			1	5,800	Dormitory
Male (32)		Laundry, Kitchen			Includes day room
Female (16)		Laundry, Kitchen			Includes day room
<b>Special Management/Mental/Transgender (20)</b>		Medical, Control	1	4,000	s.f. Includes day room
<b>General Population Housing (768)</b>	50000		3	128430	s.f. 32-bed units (16-bed single cells)
Dayrooms and Cells by Classification					
Security Vestibule					
Housing Control Tower, Support					
Outdoor Recreation Yard					
<i>Subtotal</i>				138230	
Circulation (Included)					
<b>Jail Detention Total:</b>				<b>138,230</b>	<b>s.f.</b>
<b>SUMMARY OF PROGRAM</b>					
<b>Jail Administration</b>				<b>8,952</b>	<b>s.f.</b>
<b>Jail Support</b>				<b>37,105</b>	<b>s.f.</b>
<b>Jail Detention</b>				<b>138,230</b>	<b>s.f.</b>
<i>Building Subtotal</i>				<i>184,286</i>	<i>s.f.</i>
Grossing Factor (10%)				18,429	s.f.
<b>Building Total:</b>				<b>202,715</b>	<b>s.f.</b>
<b>SUMMARY OF BED COUNTS BY CLASSIFICATION</b>					
			<b>2021</b>	<b>%</b>	<b>PLANNED FIRST PHASE</b>
<b>Male</b>					
Minimum Security			130	29%	224
Medium Security			125	28%	224
Maximum Security			105	24%	160
<b>Female</b>			85	19%	160
<b>Total General Population</b>			445		<b>768</b>
<b>Total Additional Beds (Medical, Workers, Special Mgt., Mental, Transgender)</b>					<b>84</b>
<b>Total Proposed Inmate Beds</b>					<b>852</b>

## Walton County Sheriff's Office

## Facility Space Program | A21-061



<b>1 Administrative Services</b>						
	Area	Adjacency	2040 Space Needs			Remarks
	Needed	Needed	No.	Total		
Sheriff	360		1	360	s.f.	8-seat conference table
Chief Deputy	280		1	280	s.f.	4-seat conference table
Executive Assistant	140	Sheriff/Chief Deputy	1	140	s.f.	
Administrative Division Commander	240		1	240	s.f.	4-seat conference table
Finance Officer	140		1	140	s.f.	files in office
Youth Services Director	200		1	200	s.f.	storage closet in office
Open Records Officer	140	Customer Service	2	280	s.f.	files in office
Customer Service Supervisor	140	Customer Service	1	140	s.f.	
Warrants Officer	140	Customer Service	2	280	s.f.	
GCIC	140	Customer Service	1	140	s.f.	
<b>Customer Service</b>						
Service Windows	30	Lobby	3	90		bullet-resistant glass
Clerks	56	Windows	4	224		workstations behind windows
<b>Records Room</b>	5625		1	5625	s.f.	high density shelving
<b>Quartermaster</b>						
Storage	1000		1	1000	s.f.	2 workstations, dutch door
Armory	400		1	400	s.f.	maintenance bench, exterior access
Mail Delivery/Sorting	150		1	150	s.f.	exterior access
<b>Small Conference Room</b>	180	Division Commander	1	180	s.f.	6 seats
	<i>Subtotal</i>			<i>9869</i>		
Circulation Factor (30%)				2,961	s.f.	
<b>Administrative Services Total:</b>				<b>12,830</b>	<b>s.f.</b>	
<b>2 Training</b>						
	Area	Adjacency	2040 Space Needs			Remarks
	Needed	Needed	No.	Total		
Training Division Commander	240		1	240	s.f.	4-seat conference table
Training Division Supervisor	140		1	140	s.f.	
Training Assistant	56		6	336	s.f.	
Multi-Purpose/Simulator Room	600		1	600	s.f.	10' min. ceiling height
Classroom	1500		1	1500	s.f.	100 seats
Defensive Tactics	900		1	900	s.f.	mats
Training Storage	200		1	200	s.f.	tables, chairs, training equipment
<b>Locker Rooms/Restrooms&gt;Showers</b>		Defensive Tactics				
Men	320		1	320	s.f.	
Women	250		1	250	s.f.	
<b>Break Room</b>	150	Classroom	1	150	s.f.	
	<i>Subtotal</i>			<i>4636</i>		
Circulation Factor (30%)				1391	s.f.	
<b>Training Total:</b>				<b>6,027</b>	<b>s.f.</b>	

## Walton County Sheriff's Office

## Facility Space Program | A21-061



<b>3 Uniform Patrol</b>						
	Area	Adjacency	2040 Space Needs			Remarks
	Needed	Needed	No.	Total		
Uniform Patrol Division Commander	240		1	240	s.f.	4-seat conference table
Division Administrative Assistant	140		2	280	s.f.	
Shift Supervisor	160		4	640	s.f.	2-person office
<b>Specialized Functions</b>						
Supervisor	140		1	140	s.f.	
Administrative Assistant	140		1	140	s.f.	
Workstation	56		8	448	s.f.	
Interview Room	80		1	80	s.f.	
Conference Room	400		1	400	s.f.	
Briefing Room	600		1	600	s.f.	exterior access to uniform parking
Shift Reporting	56	Briefing Room	6	336	s.f.	
Break Room	250	Briefing Room	1	250	s.f.	
General Equipment Storage	400		1	400	s.f.	
<b>K-9 Unit</b>						
Kennels	60		4	240	s.f.	
Wash Area	80		1	80	s.f.	
Supplies	100		1	100	s.f.	
<b>Locker Rooms/Restrooms/Showers</b>		Briefing Room				20 small lockers
Men	320		1	320	s.f.	
Women	250		1	250	s.f.	
<b>S.E.R.T.</b>						Command Staff Access
Armored Vehicle Storage	1000		1	2000	s.f.	large roll-up door
Specialty Munitions Storage	400		1	400	s.f.	
Briefing Room	600		1	600	s.f.	
<b>Locker Rooms/Restrooms/Showers</b>						
Men	320		1	320	s.f.	
Women	250		1	250	s.f.	
<i>Subtotal</i>				8514		
Circulation Factor (30%)				2554	s.f.	
<b>Uniform Patrol Total:</b>				<b>11,068</b>	<b>s.f.</b>	
<b>4 Criminal Investigations</b>						
	Area	Adjacency	2040 Space Needs			Remarks
	Needed	Needed	No.	Total		
CID Commander	240		1	240	s.f.	4-seat conference table
CID Supervisor	140		5	700	s.f.	
Investigator	120		14	1680	s.f.	
CID Administrative Assistant	56		3	168	s.f.	
Digital Forensics Investigator	200		1	200	s.f.	2-person office
Secure Digital Forensics Storage	80		1	80	s.f.	
Interview Room	120		3	360	s.f.	
Electronics Room	100		1	100	s.f.	monitors
Server Room	120		1	120	s.f.	
Waiting Room	200	CID A.A.	1	200	s.f.	secure window
Conference Room	400		1	400	s.f.	20 seats
Break Room	250		1	250	s.f.	base/wall cabinets, refig, micro, dishwasher
File Room	200		1	200	s.f.	
Office Supply	120		1	120	s.f.	
<i>Subtotal</i>				4818		
Circulation Factor (30%)				1445	s.f.	
<b>Criminal Investigations Total:</b>				<b>6,263</b>	<b>s.f.</b>	

## Walton County Sheriff's Office

## Facility Space Program | A21-061



<b>5 Crime Scene/Evidence</b>						
	Area	Adjacency	2040 Space Needs		Remarks	
	Needed	Needed	No.	Total		
Supervisor	140		3	420	s.f.	
Crime Scene Tech	140		6	840	s.f.	
Evidence Processing	320	Evidence Drop-off	1	320	s.f.	work area, copier/printer/shredder
Evidence Drop-off	240	Evidence Processing	1	240	s.f.	pass-thru lockers, packaging supplies
<b>Locker Rooms/Restrooms/Showers</b>						
Men	240		1	240	s.f.	face wash area
Women	200		1	200	s.f.	face wash area
Break Room	150		1	150	s.f.	base/wall cabinets, refig, micro, dishwasher
Evidence Supply	400		1	400	s.f.	
Processing Lab	880	Evidence Storage	1	880	s.f.	
Evidence Storage	8000	Lab	1	8000	s.f.	drug/weapon storage separate room
Large Evidence Storage	1600		1	1600	s.f.	12' x 12' overhead door
Vehicle Processing	800		1	800	s.f.	12' x 12' overhead door
	<i>Subtotal</i>			14090		
	Circulation Factor (30%)			4227	s.f.	
	<b>Crime Scene/Evidence Total:</b>			<b>18,317</b>	<b>s.f.</b>	
<b>6 Coronor</b>						
	Area	Adjacency	2040 Space Needs		Remarks	
	Needed	Needed	No.	Total		
Coroner	260	Deputy Coroners	1	260	s.f.	
Deputy Coroner	56	Collaboration Area	3	168	s.f.	workstations
Waiting Room	100	Collaboration Area	1	100	s.f.	secure window
Open Collaboration Area	400	Deputy Coroners	1	400	s.f.	
Viewing Room	200	Waiting, Morgue	1	200	s.f.	6' x 4' window into Morgue
<b>Morgue</b>						
Shower/Restroom	120		1	120	s.f.	face wash area
Cooler	400		1	400	s.f.	floor drain
Open Work Area/Supply Storage	800		1	800	s.f.	10' x 10' overhead door, floor drain, vent
Sally Vestibule	64	Collaboration, Morgue	1	64	s.f.	
File/Supply Room	384	Collaboration Area	1	384	s.f.	
Break Room	120	Collaboration Area	1	120	s.f.	
Public Restroom	64	Waiting	1	64	s.f.	
Staff Restroom	64	Collaboration Area	1	64	s.f.	
	<i>Subtotal</i>			3144		
	Circulation Factor (30%)			943	s.f.	
	<b>Coronor Total:</b>			<b>4,087</b>	<b>s.f.</b>	
<b>7 Common/Shared Space</b>						
	Area	Adjacency	2040 Space Needs		Remarks	
	Needed	Needed	No.	Total		
Security Vestibule	100		1	100	s.f.	
Public Lobby	400		1	400	s.f.	20-30 seats
Meeting Room	120	Lobby	2	240	s.f.	officer/public meeting, evidence pick-up
Public Restrooms	250		2	500	s.f.	
Staff Restrooms	250		4	1000	s.f.	
Janitors Closet	60		2	120	s.f.	
I.T. Room	200		1	200	s.f.	
Mechanical/Electrical/Data	600		1	600	s.f.	
Gym/Fitness Room	1200		1	1200	s.f.	double doors to secure parking area
	<i>Subtotal</i>			4360	s.f.	
	Circulation Factor (30%)			1308	s.f.	
	<b>Common/Shared Space Total:</b>			<b>5,668</b>	<b>s.f.</b>	

# Walton County Sheriff's Office

Facility Space Program | A21-061



SUMMARY OF PROGRAM		
1 ADMINISTRATIVE SERVICES	12,830	s.f.
2 TRAINING	6,027	s.f.
3 UNIFORM PATROL	11,068	s.f.
4 CRIMINAL INVESTIGATIONS	6,263	s.f.
5 CRIME SCENE /EVIDENCE	18,317	s.f.
6 CORONOR	4,087	s.f.
7 COMMON/SHARED SPACE	5,668	s.f.
<i>Building Subtotal</i>	<i>64,260</i>	<i>s.f.</i>
Grossing Factor (10%)	6,426	s.f.
<b>Building Total:</b>	<b>70,686</b>	<b>s.f.</b>

- General Notes:
- 1 Parking for 40 secured uniform patrol vehicles, 25 secured CID vehicles
  - 2 Car wash and cleaning station for entire agency
  - 3 Fenced impound vehicle lot adjacent to evidence garage
  - 4 Tow truck drop-off at impound lot and evidence garage



Exhibit 'B'



WALTON COUNTY PUBLIC SAFETY COMPLEX  
**Concept Site Plan**

**Walton County Jail and Sheriff's Office****Opinion of Probable Cost**

July 1, 2021



	Total
<b>HARD COSTS</b>	
Jail Building (852 Beds)	\$79,034,226
Sheriff's Building	\$17,488,169
Site Development	\$5,099,029
<i>Subtotal</i>	<i>\$101,621,424</i>
Escalation to 2022 (5%)	\$5,081,071
Design Contingency (7%)	\$7,113,500
<b>Total Hard Costs</b>	<b>* \$113,815,995</b>

<b>SOFT COSTS</b>	
Fixtures, Furniture & Equipment Allowance	\$3,000,000
Architecture & Engineering (6%)	\$7,008,960
Soil and Materials Testing Allowance (.5%)	\$569,080
<b>Total Soft Costs Estimate:</b>	<b>\$10,578,040</b>

<b>SUMMARY OF WORK</b>	
<b>HARD COSTS</b>	<b>\$113,815,995</b>
<b>SOFT COSTS</b>	<b>\$10,578,040</b>
<b>Subtotal of Project Costs</b>	<b>\$124,394,035</b>
<i>Owner's Contingency</i>	<i>\$5,000,000</i>
<b>Total Project Estimate</b>	<b>\$129,394,035</b>

\*DEDUCT \$1,500,000- \$2,000,000 IF 4-MAN CELLS ARE SUBSTITUTED FOR 2-MAN CELLS IN MINIMUM SECURITY UNITS

**Note: Hard Construction Costs for this Opinion of Probable Cost (OPC) have been provided by Barnsley Construction Group (details attached).**

In review of this OPC, the Client understands that the Consultant has no control over the availability of labor, equipment, materials, market conditions, or the Contractor's method of pricing. This Opinion of Probable Construction Cost is made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, expressed or implied, regarding the ultimate bids or negotiated cost of the Work.

Escalation of 5% per year should be assumed beyond 2022.



Draft

**WALTON COUNTY PUBLIC SAFETY COMPLEX**

**PRELIMINARY MILESTONE DESIGN SCHEDULE**

PPI Project No. A21-061 | November 4, 2021

<b>Schematic Design (SD) Phase</b>	
• Kick-off Meeting	11-15-21
• Survey, Geotechnical Testing Completed	12-06-21
• Construction Manager at Risk (CMAR) Contract Awarded	01-05-22
• Submit SD Site Plan, Floor Plans, Exterior Elevations for Review	02-14-22
• Submit Final SD Package for Pricing	02-28-22
• CMAR SD Estimate Issued	03-14-22
<b>Design Development (DD) Phase</b>	
• Engineering Kick-off Meeting (Internal)	03-14-22
• Constructability Review Meeting with CMAR	03-21-22
• Submit DD Package for Pricing	05-09-22
• CMAR DD Estimate Issued	05-30-22
• <b>ISSUE GMP PACKAGE #1 –CELLS AND PEMB</b>	<b>MAY 2022</b>
<b>Construction Documents (CDs) and Permitting Phase</b>	
• Stakeholder, CMAR, Engineering Meeting to Review Systems	06-20-22
• <b>ISSUE GMP PACKAGE #2 –SITE DEVELOPMENT</b>	<b>JUNE 2022</b>
• Submit 50% CDs for Review and Pricing	08-08-22
• CMAR 50% CDs Estimate Issued	09-05-22
• <b>ISSUE GMP PACKAGE #3 –BUILDINGS AND FINISHES</b>	<b>OCTOBER 2022</b>
• Submit 80% CDs for Pricing and Permitting Review	11-07-22
• Receive Permit and State Fire Marshal Approval	JANUARY 2023*
• Board of Commissioner Approval of Final GMP Contract	JANUARY 2023*
<b>Construction Phase TBD</b>	

\* Dates Dependent Upon Outside Agency Reviews and Approvals

**2021 ARCHITECTURE STANDARD HOURLY RATE SCHEDULE**

Principal-in-Charge.....	\$185.00/Hour
Senior Project Architect .....	\$140.00/Hour
Project Architect .....	\$120.00/Hour
Senior Project Manager .....	\$150.00/Hour
Project Manager.....	\$125.00/Hour
Job Captain.....	\$100.00/Hour
Intern Architect .....	\$90.00/Hour
Interior Designer .....	\$90.00/Hour
Senior Civil Engineer .....	\$140.00/Hour
Civil Engineer.....	\$120.00/Hour
Senior Landscape Architect.....	\$140.00/Hour
CADD Technician .....	80.00/Hour
Landscape Architect.....	\$90.00/Hour
Project Administrator.....	\$90.00/Hour
Senior Project Assistant .....	\$80.00/Hour
Project Assistant.....	\$70.00/Hour
Structural Engineer .....	\$140.00/Hour
Mechanical/Plumbing Engineer .....	\$140.00/Hour
Electrical Engineer.....	\$140.00/Hour
Cost Estimator .....	\$110.00/Hour
Senior Survey Manager.....	\$150.00/Hour
Survey Manager .....	\$125.00/Hour
Registered Land Surveyor (RLS) .....	\$150.00/Hour
Survey Coordinator .....	\$100.00/Hour
Survey Technician .....	\$90.00/Hour
Surveying Crew.....	\$175.00/Hour

Initials: \_\_\_\_\_