

## **CITY OF WALNUT GROVE**

## **NOVEMBER 11, 2021**

#### 7:00 PM

## **1021 PARK STREET MUNICIPAL BUILDING**

## Mayor and Council Council Meeting Agenda

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- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. AGENDA APPROVAL

### V. CONSENT AGENDA

- 1. October 14 meeting minutes
- 2. October 28 meeting minutes
- 3. Walton County Delivery Strategy Agreement
- 4. Financials
- 5. Invoices over \$5000

### VI. COMMITTEE REPORTS

- 1. Community Involvement Committee Linda Pilgrim
- 2. Parks and Recreation/Public Works Jon Dial

### VII. PLANNING AND ZONING COMMISSION – DON CANNON: CHAIR

### VIII. PUBLIC FORUM

### IX. OLD BUSINESS

- 1. Adoption of Sewer Ordinances
- 2. Rezoning Parcel WG010040 81 Investment Co. LLC & MFT Land Investments LLC
  - A. Reliant Homes 82.9 acres from AG to PUD
  - B. Reliant Homes 24.062 acres from AG to C2
  - C. Reliant Homes 13.386 acres from AG to OI

## X. NEW BUSINESS

- 1. Call for special election
- 2. Mayor Pro Tem

## XI. REPORTS

- 1. Code Enforcement Report
- 2. Public Works Report
- 3. Clerks Report
- 4. Mayor Report
- XII. TOWN HALL DISCUSSION
- XIII. EXECUTIVE SESSION
- XIV. COUNCIL COMMENTS
- XV. ADJOURN



## CITY OF WALNUT GROVE

## **OCTOBER 14, 2021**

### 7:00 PM

## **1021 PARK STREET MUNICIPAL BUILDING**

Mayor Mark Moore Jon Dial Mary Hall Linda Pilgrim Tony Powell Stephanie Moncrief

## Mayor and Council Council Meeting Agenda

- I. CALL TO ORDER Mayor Mark Moore
- II. INVOCATION Tony Powell
- III. PLEDGE OF ALLEGIANCE All participated
- IV. AGENDA APPROVAL Council member Mary Hall made motion. Council member Linda Pilgrim seconded. Passed unanimous.
- V. CONSENT AGENDA Amended to include financials and invoices over \$5000. Council member Mary Hall made motion. Council member Jon Dial seconded. Passed unanimous.
  - 1. September 9th Meeting Minutes
  - 2. September 30<sup>th</sup> Meeting Minutes

### VI. COMMITTEE REPORTS

## 1. Community Involvement Committee – Linda Pilgrim

Council member Linda Pilgrim reported the final city park market for the year was a success. She also reported on the upcoming movie in the park and partnering with the library and Church of the Grove.

### 2. Downtown Development Authority – Mary Hall

Council member Mary Hall reported the DDA is up and running and meetings are open to the public. She also mentioned a website being planned for the DDA in the future.

## 3. Parks and Recreation/Public Works - Jon Dial

Council member Jon Dial reported on the movie in the park and an upcoming meeting next month. He also commented on the Park street streambank project being completed and the public works building being close to completion.

### VII. PLANNING AND ZONING COMMISSION – DON CANNON: CHAIR

Chairman Cannon reported on the recent rezone application from Reliant Homes. He stated the rezone was to rezone part of the property from AG to PUD and also separate portions to C2 and OI. Mr. Cannon reported the commission suggested an increase in lot width and a second entrance to the property. It was also suggested that a traffic study be completed.

#### VIII. PUBLIC FORUM

1. Public Comments - None

## IX. OLD BUSINESS

1. <u>DDA Funding</u> – Mayor Mark Moore explained that an account with funds for the DDA the was established when the DDA was formed needed to be transferred to their control. The mayor stated the DDA has elected it's officers and met the suggestions the council requested before transferring the funds. Council member Jon Dial made motion. Council member Linda Pilgrim seconded. Passed unanimous.

#### X. NEW BUSINESS

- 1. Land purchase Tony Powell presented documents to the council then stated "This is one of the most remarkable accomplishments a city council can do. There are always some guidelines that we have to work under that are pretty difficult to do and one of those is that we can not enter into as a city, agreements which go beyond the scope of the elected officials that sit currently. So the norm for agreements for the city is one year, in your case you could argue that you could do two because your council serves on four year terms and each council served there is an overlap of two years so it could be as long as two. The problem was in acquiring and there are a few exceptions to that rule but it usual requires a bonding issue and a validation process. There are some installment sales provisions that will allow installment sales but it requires a strict application of certain rules. No one in the meeting room tonight actually made any errors in that process but in looking back over the acquisition of the land where the sewer treatment plant was acquired there were a number of errors that occurred there that needed to be corrected. One of the things that lawyers do is they should anticipate every possibility of confusion inside of an agreement. In this case the installment agreement that evidenced the acquisition of that was not artfully drafted and created a number of ambiguities. Unfortunately for this council it was a contract that existed prior to you taking your seats and really prior to Mr. Dial's election. And it turned out Mr. Dial he was the seller in that transaction and the other members of council inherited that situation but it put us at odds with each other on how that agreement would be interpreted and to this groups credit over the period of about a year and some very difficult negotiations it has gotten resolved in a way that is objectively a hundred percent. That hundred percent objectivity begins with what you trusted us with and we are grateful for that, but you allowed us to go back to 2010 and get an objective appraisal and have a beginning point that makes some sense. Judge Adamson's son who was the appraiser on this appraised the property at a \$330,000 value we had paid over the installment agreement a little over \$140,000 there was not a payment provision inside that would close that gap. There was a transfer of sewer reserve capacity again very confusing not artfully drafted but we interpreted that to be just reserve capacity but it had with it the potential to do additional taps. In the environment of the city this council agreed to convert those to cash in order to really fund the transaction, that capacity belonged to Mr. Dial under the agreement and under this agreement he's conveying it back to the city and getting credit for that. To balance the transaction there were installment payments that would continue indefinitely which was a weakness of that agreement there is no such thing in Georgia law. There was also a provision that had the residual property returning to the Dial family at the end and in this instance we had constructed a multi million dollar sewer treatment plant on that and that event would create a very difficult situation both with our lending and with actual ownership of what is a real asset of the city so we resolved that. Fee simple title is coming to the city, a paid independent appraisal amount is being paid to the Dial family as consideration and Mr. Dial is giving up his interest in those reserve capacity which is the equivalent of about \$90,000 in value. Now those numbers don't add up to \$330,000 there had to be a compromise in that process and so there was. One of the effective tool that we utilized in this purchase agreement the final settlement agreement is the ability of the city to accept the difference in those values as a charitable contribution. We also granted to the Dial family which is a normal occurrence which is the city always has the ability to exercise imminent domain rights and so because the transaction are not arms length the Internal revenue service gives Mr. Dial an opportunity to three years to reinvest that money without having a capital gain on that sale. So we have taken every tool that we had to balance and then a lot of good faith on the part of the council and Mr. Dial to come up with a resolution. I'm grateful for everybody. I recommend this, it is objectively come to in terms of the appraisal process and I would be glad to explain it to any of the citizens who would like to look at the balancing process that we have gone through. But I congratulate the council on being able to get to this point and ask that you would approve that settlement agreement. The contingency, there is one contingency that we picked up in the title examination in preparation for the settlement agreement. That contingency is there was a quit claim deed that went to Walton County for half interest in the property that needs to be corrected they did not want to stay in that venture but the deed hadn't been corrected so before we pay out any money in this settlement there is a requirement that we get back the deed from the county and we've contacted the county attorney to implement that process."
- <u>DOT Light Support Agreement</u> Mayor Moore explained this agreement is for the city to pay the
  electricity bill for a light to be installed at the proposed roundabout. Council member Mary Hall made
  motion. Council member Linda Pilgrim seconded. Passed unanimous.
- 3. <u>Ordinance</u> Mayor Moore discussed the need to clarify the ordinances in regards to the responsibility and upkeep of various areas throughout the city. He also discussed needing to address and clarify these issues while the city is in the process of codifying ordinances. He informed everyone he planned on

taking the council on a tour of the city to visually see some of the areas of concern to determine what changes if any need to be made.

## 4. Rezoning Application

A. <u>P.U.D</u> – Ned Butler addressed the council and presented plans and layout for a proposed development. He described materials that would be used and possible uses for the commercial area. An unverified person tried to make a comment in opposition from the electronic meeting software but was unable too. Council member Linda Pilgrim made motion to table. No second. Motion failed. Council member Stephanie Moncrief made motion to send back to planning and zoning to address their outlined conditions and also a secondary entrance as a condition. Council member Linda Pilgrim seconded. Council members Jon Dial and Mary Hall voted against. Mayor Mark Moore voted for the motion to break the 2-2 tie. Motion passed.

#### B. Commercial

#### XI. REPORTS

- 1. <u>Code Enforcement</u> Craig Ellington reported issuing 19 notice of violation for various offenses.
- 2. <u>Public Works</u> Brian Pilgrim reported receiving the service truck back from repair. He also reported progress on edging the city sidewalks and repairs made throughout the city. Lastly he commented on finding a spray tank that fit the requirements for what the council approved previously for purchase.
- 3. <u>Clerk Report</u> Keegan Ramsey reported the balances of the city bank accounts.
- 4. <u>Mayor Report</u> Mayor Moore reported the streambank project has been completed and he asked the city engineer to do sign off on the quality of work. He also mentioned changing the timeline between when the planning and zoning renders a recommendation to the city council and the council votes. Lastly he discussed the status of the city dump truck repairs and how when completed trimming of trees throughout the city can begin.
- XII. TOWN HALL DISCUSSION Dana Seger commented on partnering with the city on the upcoming movie at the park and the library being in the process of converting to led lighting. She also commented the library is looking to hire someone in the near future.

### XIII. COUNCIL COMMENTS

- 1. Council member Mary Hall thanked everyone for attending.
- 2. Council member Linda Pilgrim encouraged women to get checked for breast cancer awareness month.
- **3.** Council member Stephanie Moncrief thanked the citizens for being engaged and commented the sheriff's department is collecting used coats for the needy.
- **XIV. ADJOURN** Council member Linda Pilgrim made motion. Council member Jon Dial seconded. Passed unanimous.



## **CITY OF WALNUT GROVE**

October 28, 2021 10:00 AM 1021 PARK STREET MUNICIPAL BUILDING Mayor Mark Moore Jon Dial Linda Pilgrim Stephanie Moncrief Tony Powell Keegan Ramsey

## Mayor and Council Work Session Minutes

#### **WORK SESSION**

- I. CALL TO ORDER Mayor Mark Moore
- II. PLEDGE OF ALLEGIANCE All particitated
- III. INVOCATION Tony Powell
- IV. AGENDA ITEMS
  - 1. <u>Ordinances</u> The mayor and the city council took a bus tour of the city and viewed areas that were not in compliance with city ordinances. When the council returned from the tour questions were proposed about what ordinances could be improved, enforced or removed to make improve the city and give more clarity to code enforcement.
- VII. ADJOURN Council member Linda Pilgrim made motion. Council member Jon Dial seconded. Passed unanimous.

# City of Walnut Grove Balance Sheet

As of November 8, 2021

	Total
ASSETS	
Current Assets	
Bank Accounts	
11.1100 Cash in Bank - General Fund	172,298.23
11.1101 Money Market - General Fund	533,145.29
11.1102 Cash in Bank - 2013 SPLOST	38,459.93
11.1103 Cash in Bank - 2019 SPLOST	278,109.14
11.1104 Cash in Bank - Sewer Operating Account	7,356.24
11.1105 Money Market - Sewer	679,189.71
11.1111 Cash in Bank - DDA	91,443.75
Total Bank Accounts	\$ 1,800,002.29

	ACTUAL BUDGET OVER BUDGET % OF BUDGET ACTUAL BUDGET OVER BUDGET % OF BUDGET ACTUAL BUDGET OVER BUDGET % OF BUDGET		SPLOST ER BUDGET % OF BUDGET	2019 SPLOST ACTUAL BUDGET OVER BUDGET		50 - MUNICIPAL COURT DGET OVER BUDGET % (	OF BUDGET ACTUA	4200 - PUBLIONAL BUDGET OV	VER BUDGET % OF		- WASTEWATER TREATME JDGET OVER BUDGET %		4500 - SOLI CTUAL BUDGET OV		6100 BUDGET ACTUAL BUDG	- PARKS & RECREATION GET OVER BUDGET OF	N % OF BUDGET AC	6500 - LIBF FUAL BUDGET OVE	ARY R BUDGET % OF BUD		7450 - CODE ENFORCEMENT BUDGET OVER BUDGET		NOT SPECIFIED  GET OVER BUDGET % OF	BUDGET ACTU
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		16,372.54																						\$16,372 \$650
		4,072.87 500.00 3,572.87 814.57 % 1,302.23 1,250.00 52.23 104.18 %																						\$4,072 \$1,302
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		375.00 375.00					9,558.	25 8,750.00	808.25	109.24 %											1,250.00 -1,250.00			\$9,933.
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		20,596.67 20,000.00 596.67 102.98 % 9,957.49 35,000.00 -25,042.51 28.45 %		32,398.50 32,398.50				25,000.00	-25,000.00	7,100.00	7,100.00				10,00	-10,000.00								\$60,095.1 \$9,957.4
		17,414.70			3,749.28 11,0	00.00 -7,250.72	34.08 %																	\$21,163. \$150.
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		18,055.00 15,000.00 3,055.00 120.37 % 3,838.18 8,800.00 -4,961.82 43.62 %						1,400.00	-1,400.00	3,522.00	3,522.00										800.00 -800.00			\$18,055. \$7,360.
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	\$4,077.98 \$26,900.00 \$ -22,822.02 15.16 % \$157.50 \$0.00 \$157.50	0.00% \$199,309.40 \$273,750.00 \$ -74,440.60 72.81 % \$10,469.18 \$0.00	\$10,469.18	\$84.882.47 <b>\$</b> 0.00 <b>\$</b> 84.882.47	0.00% \$10,014.96 \$39,6	00 00     \$ -29 585 04	4,650. <b>25.29 % \$92,857.1</b>		4,650.00	37.51 % \$12.858.76	\$0.00 \$12.959.76	0.00% \$20.7	760.30 \$60,000.00	\$ -30 230 70	34.60 % \$0.00 \$20,900	0.00 \$ -20.000.00	0.000/ \$44.0	78.44 \$88.000.00 <b>\$</b>	76 024 56 42 6	64 9/	\$34,050.00 \$ -22,143.91	34.97 % \$209.51 \$(	000 \$200 F1	\$4,650.0 <b>0.00% \$459.481.7</b> 6

Accrual Basis Monday, November 8, 2021 12:32 PM GMT-05:00

## City of Walnut Grove

## Budget vs. Actuals: FY 2022 General Fund Budget

July 2021 - June 2022

		Т	OTAL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
31.1000 Property Taxes	22,640.24	195,000.00	-172,359.76	11.61 %
31.1310 Title Ad Valorem - TAVT	16,372.54	26,000.00	-9,627.46	62.97 %
31.1315 Motor Vehicle Tax	650.56	2,500.00	-1,849.44	26.02 %
31.1340 Intangible Tax	4,072.87	500.00	3,572.87	814.57 %
31.1600 Real Estate Transfer Tax	1,302.23	1,250.00	52.23	104.18 %
31.1710 Franchise Tax - Electric		59,500.00	-59,500.00	
31.1730 Franchise Tax - Gas	3,011.60	3,300.00	-288.40	91.26 %
31.1750 Franchise Tax - Cable		6,000.00	-6,000.00	
31.1760 Franchise Tax - Telephone		3,000.00	-3,000.00	
31.3100 Local Option Sales Tax	75,242.54	210,000.00	-134,757.46	35.83 %
31.4200 Alcohol Excise Tax	32,522.02	80,000.00	-47,477.98	40.65 %
31.6200 Insurance Premium Tax		105,000.00	-105,000.00	
31.8000 Other Taxes		2,100.00	-2,100.00	
32.1110 Alcohol Licenses - Beer		1,250.00	-1,250.00	
32.1120 Alcohol Licenses - Wine	200.00	1,000.00	-800.00	20.00 %
32.1130 Alcohol Licenses - Liquor		3,400.00	-3,400.00	
32.1200 Business License	2,600.00	10,000.00	-7,400.00	26.00 %
32.2200 Building Permits and Inspections	150.00	22,500.00	-22,350.00	0.67 %
32.2990 Other Permits		500.00	-500.00	
33.1000 Intergovernmental Revenue - Federal	1,758.48		1,758.48	
34.1910 Election Qualifying Fee		73.00	-73.00	
34.7000 Recreation Income	495.00	5,000.00	-4,505.00	9.90 %
34.9999 Other Charges	1,291.00	850.00	441.00	151.88 %
35.1000 Fines and Forfeitures	15,710.00	50,000.00	-34,290.00	31.42 %
35.1020 Court Fees - Other	4,743.00	1,500.00	3,243.00	316.20 %
36.1000 Interest Revenue	99.34	500.00	-400.66	19.87 %
38.9999 Miscellaneous Revenue	508.68		508.68	
Total Income	\$183,370.10	\$790,723.00	\$ -607,352.90	23.19 %
GROSS PROFIT	\$183,370.10	\$790,723.00	\$ -607,352.90	23.19 %
Expenses				
51.1100 Salaries and Wages	74,794.55	209,400.00	-134,605.45	35.72 %
51.2100 Group Insurance		10,000.00	-10,000.00	
51.2200 Payroll Taxes - Social Security	6,198.22		6,198.22	
51.2215 Payroll Taxes - Federal Unemployment	•	500.00	-500.00	
51.2220 Payroll Taxes - State Unemployment	1,175.68	500.00	675.68	235.14 %
52.1100 Court Software	960.00	3,000.00	-2,040.00	32.00 %
52.1300 IT Services	2,673.11	10,000.00	-7,326.89	26.73 %
52.2110 Solid Waste Collection	20,760.30	60,000.00	-39,239.70	34.60 %
52.2200 Repairs and Maintenance	6,653.99	15,000.00	-8,346.01	44.36 %
52.2210 Repairs and Maintenance - Vehicles	9,933.25	10,000.00	-66.75	99.33 %
52.2220 Repairs and Maintenance - Streets, Roads and Bridges	3,000.20	10,000.00	-10,000.00	33.33 70

## City of Walnut Grove

## Budget vs. Actuals: FY 2022 General Fund Budget

July 2021 - June 2022

		Т	OTAL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
52.2240 Professional Services	2,617.50	5,000.00	-2,382.50	52.35 %
52.2241 Professional Services - Engineering	20,596.67	55,000.00	-34,403.33	37.45 %
52.2242 Professional Services - Accounting	9,957.49	35,000.00	-25,042.51	28.45 %
52.2243 Professional Services - Legal	21,163.98	51,000.00	-29,836.02	41.50 %
52.2244 Professional Services - Security	150.00	500.00	-350.00	30.00 %
52.2250 Facility and Grounds Maintenance	7,915.00	15,000.00	-7,085.00	52.77 %
52.2260 Liability Insurance	18,055.00	15,000.00	3,055.00	120.37 %
52.3200 Communications - Telephone	3,838.18	11,000.00	-7,161.82	34.89 %
52.3200 Communications - TelephoneWire		500.00	-500.00	
52.3300 Advertising	2,506.00	5,000.00	-2,494.00	50.12 %
52.3500 Travel	1,159.55	1,500.00	-340.45	77.30 %
52.3600 Dues and fees	578.50	3,500.00	-2,921.50	16.53 %
52.3610 Bank Charges	136.63	100.00	36.63	136.63 %
52.3700 Training and Education	12,940.73	21,500.00	-8,559.27	60.19 %
52.3850 Contract Labor	975.00	5,000.00	-4,025.00	19.50 %
52.3900 Other Expenses	741.73	3,500.00	-2,758.27	21.19 %
53.1100 Cleaning Supplies		500.00	-500.00	
53.1110 Office Supplies	1,938.28	3,500.00	-1,561.72	55.38 %
53.1115 Pavilion Rental Expenses	-30.00	650.00	-680.00	-4.62 %
53.1120 Postage	378.00	1,000.00	-622.00	37.80 %
53.1130 General Supplies - Other	627.89	3,000.00	-2,372.11	20.93 %
53.1140 Community Support/Events	165.84	5,000.00	-4,834.16	3.32 %
53.1210 Utilities - Water	299.24	700.00	-400.76	42.75 %
53.1220 Utilities - Gas	118.04	1,050.00	-931.96	11.24 %
53.1230 Utilities - Electricity	16,099.19	30,500.00	-14,400.81	52.78 %
53.1270 Gas, Oil, Diesel	3,950.93	500.00	3,450.93	790.19 %
53.9999 Miscellaneous Expenditures		6,000.00	-6,000.00	
54.1000 Property		2,000.00	-2,000.00	
54.1400 Capital outlay - Roads Streets and Bridges	44,821.00	50,000.00	-5,179.00	89.64 %
54.2500 Equipment	2,018.73	10,000.00	-7,981.27	20.19 %
54.2600 New Construction	23,484.00	10,723.00	12,761.00	219.01 %
57.1000 Other Business Expenses	334.50	500.00	-165.50	66.90 %
57.3000 Library		50,000.00	-50,000.00	
57.3300 Peace Officer Annuity/Benefit Fund	628.77	2,500.00	-1,871.23	25.15 %
57.3320 Crime Lab Fees		50.00	-50.00	
57.3340 Drivers Ed/Training Fund		50.00	-50.00	
57.3370 Drug Abuse Treatment and Education	525.07	1,000.00	-474.93	52.51 %
57.3375 County Jail Fund	986.93	2,000.00	-1,013.07	49.35 %
57.3380 Peace Officer - Prosecutor's Fund		3,000.00	-3,000.00	
57.3385 Local Victim Assist. Fund	440.26	500.00	-59.74	88.05 %
57.3390 GA Crime Victims Assist. Program		500.00	-500.00	
57.3391 Peace Officer - Prosecution Indigent Fund		3,500.00	-3,500.00	
57.3392 Sheriff's Retirement Fund of GA	116.00	500.00	-384.00	23.20 %

## City of Walnut Grove

## Budget vs. Actuals: FY 2022 General Fund Budget

July 2021 - June 2022

		T	OTAL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
57.3393 GSCCCA Payouts	2,317.53	4,000.00	-1,682.47	57.94 %
57.4000 Walton County Board of Commissioners	5,737.53	5,000.00	737.53	114.75 %
58.1000 Debt Service - Principal	14,973.05	36,000.00	-21,026.95	41.59 %
Purchases	4,650.00		4,650.00	
Total Expenses	\$351,061.84	\$790,723.00	\$ -439,661.16	44.40 %
NET OPERATING INCOME	\$ -167,691.74	\$0.00	\$ -167,691.74	0.00%
NET INCOME	\$ -167,691.74	\$0.00	\$ -167,691.74	0.00%

	Walnut Grove one Avenue ille, GA 30052		Invoice#		21259-01	
PROJECT: Park	Street Streambank Stabil	ization				
CONTRACTOR:	Anderson Grading and P 128 East Highland Ave. Monroe, GA 30655 Office: (770) 385-1018	ipeline, LLC.	Application Date:		10/18/21	
		PAY ESTIMATE #: Period From: Period To:			<b>1</b> 10/01/21 10/15/21	
1. ORIGINAL CO	NTRACT AMOUNT			\$	49,578.00	
2. EXECUTED C	HANGE ORDERS		_	\$	-	
3. ADJUSTED CO	ONTRACT AMOUNT		_	\$	49,578.00	
4. TOTAL ORIGII	NAL CONTRACT WORK C	OMPLETED		\$	49,578.00	
5. CHANGE ORD	\$	_				
6. TOTAL ORIGII	_	\$	49,578.00			
7. MATERIAL ST						
8. TOTAL WORK	COMPLETED AND MATE	RIAL STORED	_	\$	49,578.00	
9. LESS RETAIN	AGE		_	\$	2,478.90	
10. AMOUNT ELIC	GIBLE TO DATE		_	\$	47,099.10	
11. LESS PREVIO	OUS PAYMENTS		_	\$	_	
12. BALANCE DU	E THIS APPLICATION			\$	47,099.10	
13. BALANCE TO	FINISH, NOT INCLUDING	RETAINAGE	_	\$		
account of Work done connection with Work of Work or otherwise liste security interests and e such Liens, security into Contract Documents and CONTRACTOR'S	Shelverst	plied on account to discharge Payment; (2) title of all Work, n for Payment will pass to Ow e covered by a Bond accepta all Work covered by this App	e Contractor's legitimate materials and equipme vner at time of payment able to Owner indemnify	e obliga nt incor free ar ying Ow in acco	ations incurred in rporated in said nd clear of Liens, wner against any	
V						

PAYMENT IS APPROVED BY (OWNER)

DATE

BILL TO: City of Walnut Grove 2581 Leone Avenue Loganville, GA 30052						Application Number:	-
PROJECT: Park Street Streambank Stabilization			CONTRACTOR:		Anderson Grading and Pipeline, LLC. 128 East Highland Ave.	Application Date:	10/18/21
				N O	Monroe, GA 30655 Office: (770) 385-1018	Period To:	10/15/21
PROJECT SCHEDULE OF VALUES	S		WORK PERFORMED THIS ESTIMATE		TOTAL WORK PERFORMED LAST PERIOD	WORK PERFORMED TO DATE	% COMPLETE
ITEM# QIY UNIT DESCRIPTION	UNIT PRICE	TOTAL PRICE	OI TO	TOTAL PRICE	QTY TOTAL PRICE	QTY TOTAL PRICE	
	12,	↔		12,210.00	69	1 \$ 12,210.00	100.00%
	Υ	8	150	27,600.00	. ↔	150 \$ 27,600.00	100.00%
Z		€9	20	3,600.00	69	50 \$ 3,600.00	100.00%
300 SY		0 .500.00		1,200.00	· •	300 \$ 1,200.00	100.00%
0.2 AC			0 0.2 \$	1,688.00	•	0.2 \$ 1,688.00	100.00%
6 1 EA TURBIDITY CURTAIN	\$ 3,280.00	3,280.00	<b>⇔</b>	3,280.00	· •	1 \$ 3,280.00	100.00%
TOTAL ORIGINAL CONTRACT ITEMS		\$ 49,578.00	\$	49,578.00	φ	\$ 49,578.00	100.00%
CHANGE ORDER SCHEDULE		•	s		₩	49	#DIV/0i
TOTAL ORIGINAL CONTRACT + EXECUTED CHANGE ORDERS		\$ 49,578.00	\$	49,578.00	·	\$ 49,578.00	100.00%







## FORM 1

## COUNTY: WALTON COUNTY

### I. GENERAL INSTRUCTIONS:

- 1. <u>FORM 1 is required for **ALL** SDS submittals</u>. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
- 2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
- 3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)
- 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)
- 5. For **each** service or service component listed in Section IV, complete a separate, updated *Summary of Service Delivery Arrangements* form (FORM 2).
- 6. Complete one copy of the Certifications form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]

- 4. In Section IV type, "NONE."
- 5. Complete one copy of the Certifications for Extension of Existing SDS form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]
- 6. Proceed to step 7, below.

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.

- 7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
- 8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A"

PROCESS DESCRIBED, ABOVE.

### II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Monroe, Loganville, Between, Jersey, Social Circle, Walnut Grove, Good Hope, Development Authority of Walton County, Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, Loganville Development Authority, Loganville DDA, Loganville DA, Loganville URA, Loganville Housing Authority, Monroe DDA, Monroe URA, Monroe Housing Authority, Monroe Walton Center for the Arts, Newton County Water & Sewer Authority, Northeast GA Regional Solid Waste Mgmt Authority, Social Circle DDA, Social Circle DA, Social Circle Housing Authority, Uncle Remus Regional Library System, Walnut Grove DDA, Walton County, Walton County Hospital Authority, Walton County Senior Citizen Council, Madison, Covington, Winder, Buford

## III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

- Airport Services
- 2. Animal Control
- 3. Cooperative Extension Services
- 4. Coroner
- 5. Cultural Resources
- 6. Electricity
- 7. Emergency Dispatch
- 8. Emergency Management Services
- 9. Indigent Defense
- 10. Jail
- 11. Law Enforcement
- 12. Libraries
- 13. Magistrate Court
- 14. Municipal Court
- 15. Parks and Recreation
- 16. Probate & Superior Court
- 17. Public Cemeteries
- 18. Public Health Services
- 19. Public Housing
- 20. Public Transportation
- 21. Road Construction and Maintenance
- 22. Senior Citizen Services
- 23. Solid Waste
- 24. Stormwater
- 25. Streetlights
- 26. Telecommunications
- 27. Voter Registration

#### IV. SERVICES THAT ARE BEING REVISED OF ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

- Building Inspections
   Code Enforcement
- 3. Economic Development
- 4. Emergency Medical Services5. Fire Protection
- 6. Natural Gas
- 7. Planning & Zoning
- 8. Wastewater Collection and Treatment
- 9. Water Supply and Distribution







## FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this

should be reported to the Department of Community Affairs.	
COUNTY:WALTON COUNTY	Service: Building Inspections
	on delivery arrangement for this service:  cluding all cities and unincorporated areas) by a single service provider.  chority or organization providing the service.): <b>Type Name of</b>
	porated portion of the county by a single service provider. (If this box is nization providing the service.): <b>Type Name of Government, Authority</b>
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here
identify the government, authority, or other organize provides building inspections for the unincorporate Development Authority of Jasper, Morgan, New	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Walton County prated areas except as otherwise designated by the Joint ton & Walton County; Walton County provides building Hope. Loganville, Monroe, Social Circle, Jersey and Walnut Grove porated areas.
2. In developing this strategy, were overlapping serving identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum	entation as described, below)
⊠No	
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Walton County, Between, Good	Building Inspection Fees supplemented by General Fund
HOpe ville Logan Monroe	Building Inspection Fees supplemented by General Fund
Monroe	Building Inspection Fees supplemented by General Fund
Walnut Grove	Building Inspection Fees supplemented by General Fund
Social Circle	Building Inspection Fees supplemented by General Fund
Jersey	Building Inspection Fees supplemented by General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Joint Development Authority of Jasper, Morgan, Newton and Walton Counties may designate Walton County, Newton County or Morgan County to provide building inspection services on property it owns or controls in Stanton Springs and Stanton Springs North per the Intergovernmental Contract re Development Services dated March 2, 2021.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Master Service Delivery Agr.	Walton County and All Cities	June 2019-June 2029
IGA	Walton/Between/Good Hope	July 28, 2005 - June 30- 2044
IGA	Walton, Newton, Morgan, Jasper Counties and SC	March 2, 2021 - March 2071

6.	What other mechanisms (if any) will be used to implement the strategy for this service (e	e.g., ordinances,	resolutions,	local
á	acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?			

Mana		
None.		

7. Person completing form: Andrea Gray, Attorney for the Joint Development Authority of Jasper, Morgan, Newton & Walton Countie

Phone number: **770-235-1083** Date completed: 10/4/2021

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:

WALTON COUNTY - DAVID THOMPSON, CHAIRMAN 770-267-1301

CITY OF BETWEEN - ROBERT POST, MAYOR, 770-366 -1240

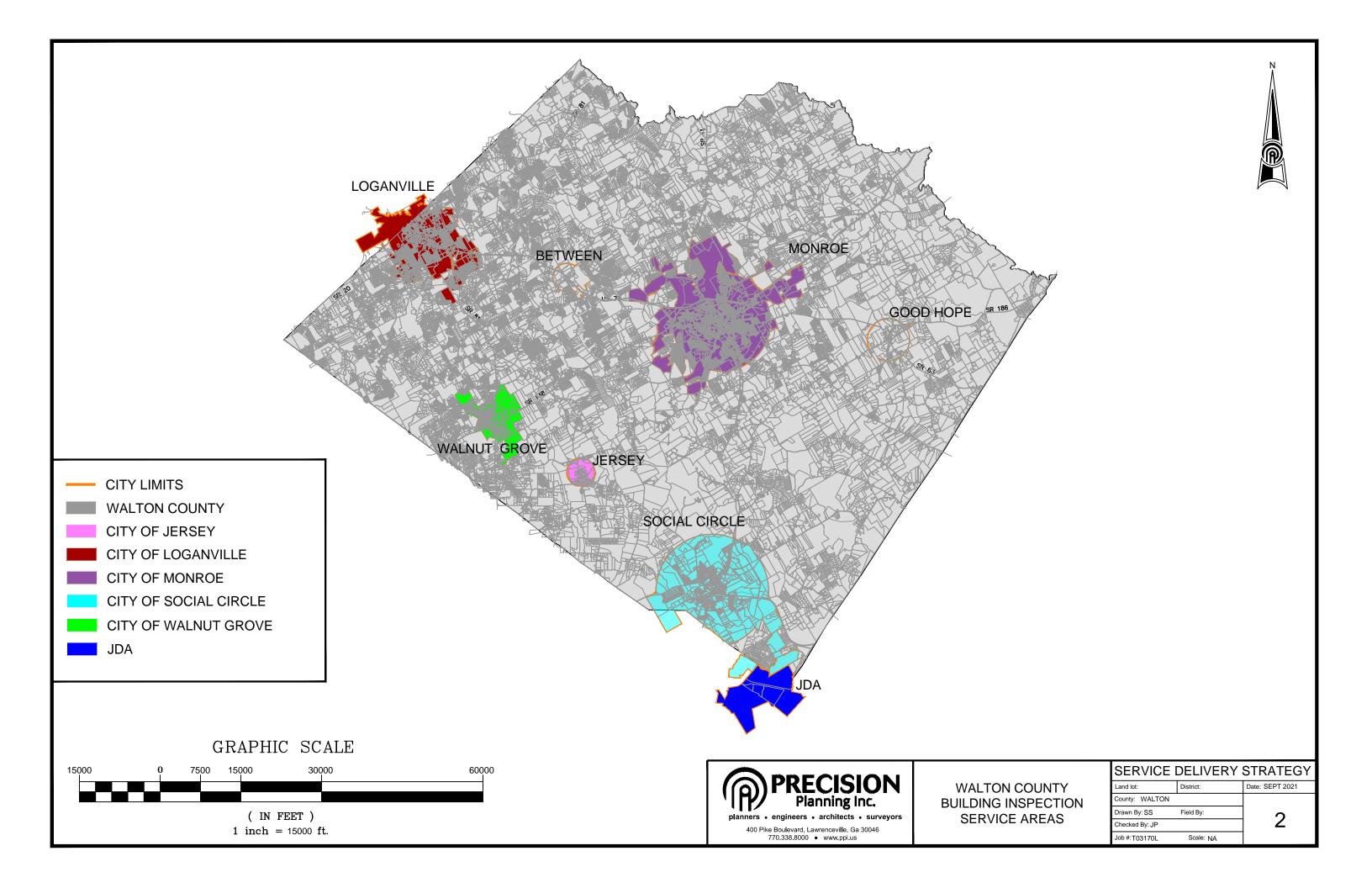
CITY OF GOOD HOPE - RANDY GARRETT, MAYOR, (678) 986-0441

CITY OF JERSEY - RONNIE THOMPSON, MAYOR, (770) 464-3652

CITY OF LOGANVILLE - DANNY ROBERTS, CITY MANAGER, 770-466-1165

**CITY OF MONROE - LOGAN PROPES, CITY MANAGER, 770-267-3429** 

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901 CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046	
OTT OF WALKOT GROVE - MARKING GREEK (170) 107-0040	









## **FORM 2: Summary of Service Delivery Arrangements**

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

should be reported to the Department of Community Affairs.				
COUNTY:WALTON COUNTY	Service: Code Enforcement			
	on delivery arrangement for this service:  cluding all cities and unincorporated areas) by a single service provider.  shority or organization providing the service.): Type Name of			
	porated portion of the county by a single service provider. (If this box is nization providing the service.): <b>Type Name of Government, Authority</b>			
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here			
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here			
identify the government, authority, or other organization provides building inspections for the unincorporate Development Authority of Jasper, Morgan, New	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Walton County prated areas except as otherwise designated by the Joint ton & Walton County; Between, Good Hope, Loganville, Monroe, building inspections within their incorporated areas.			
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service			
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)			
⊠No				
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).			

If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

	ority	Funding Me	ethod
County and All Cities		Fines and General Fund	
How will the strategy change the	ne previo	ous arrangements for providing and/or funding	g this service within the county?
County or Morgan County to pro	vide bui	per, Morgan, Newton and Walton Counties ma Iding inspection and code enforcement servic orth per the Intergovernmental Contract re De	ces on property it owns or controls i
List any formal service delivery this service:	agreem	ents or intergovernmental contracts that will I	be used to implement the strategy f
Agreement Name		Contracting Parties	Effective and Ending Date
Master Service Delivery Agr.	Walton	County and All Cities	June 2019-June 2029
IGA	Walton	, Newton, Morgan, Jasper Counties and SC	March 2, 2021 - March 207
		used to implement the strategy for this service changes, etc.), and when will they take effe	
None			
. Person completing form: Andre Valton Countie Phone number: 770-235-1083		, Attorney for the Joint Development Authorite completed: 10/4/2021	ority of Jasper, Morgan, Newton
. Is this the person who should b		cted by state agencies when evaluating whetl delivery strategy? ┌┬Yes ┌┬No	her proposed local government
projects are consistent with the	0011100		

CITY OF MONROE - LOGAN PROPES, CITY MANAGER, 770-267-3429

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901
CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046 JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNITES - ANDREA GRAY, ATTORNEY, 770-235-1083
ATTORNET, 770-233-1003







## FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

should be reported to the Department of Community Affairs.				
COUNTY:WALTON COUNTY	Service: Economic Development Services			
	on delivery arrangement for this service:  cluding all cities and unincorporated areas) by a single service provider.  chority or organization providing the service.): <b>Type Name of</b>			
	porated portion of the county by a single service provider. (If this box is inization providing the service.): <b>Type Name of Government, Authority</b>			
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here			
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here			
identify the government, authority, or other organized Development Authority of Walton County served development services within their boundaries a County, Newton County and Walton County pro Stanton Springs North by contract. The City de Loganville Downtown Development Authority, L	elle map delineating the service area of each service provider, and ation that will provide service within each service area.): The secontywide. In addition, Cities provide specific economic and the Joint Development Authority of Jasper County, Morgan evides services to properties it controls in Stanton Springs and evelopment authorities include: Loganville Development Authority, Loganville Urban Redevelopment Agency, Monroe Downtown opment Agency, Social Circle Development Authority, Social Circle Development Authority			
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service			
☐ <b>Yes</b> (if "Yes," you must attach additional docum	entation as described, below)			
⊠No				
If these conditions will continue under this strategy, a	ttach an explanation for continuing the arrangement (i.e.,			

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that

overlapping service areas or competition cannot be eliminated).				
If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.				
Page 1 of 2				

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Development Authority of Walton Co.	Contract with Walton County Board of Commissioners
City of Loganville	General Fund
City of Monroe	General Fund
City of Social Circle	General Fund
City of Walnut Grove	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Joint Development Authority of Jasper, Morgan, Newton and Walton Counties ("JDA") may determine the economic development representative to represent its interest in Stanton Springs and Stanton Springs North. It has existing contracts with the Walton County Development Authority and the Newton County Industrial Development Authority.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Economic Development.	Development Authority of Walton County and JDA	July 1, 2015 - June 30, 2022
Contract for Econ. Dev Servic	JDA and Newton County Industrial Dev Authority	July 2020 - May 30, 2023
Master Service Delivery Agr.	Walton County and all Cities	July 2019-July 2029
Contract for Econ. Dev. Servic	JDA and Development Authority of Walton County	May 29, 2018 - May 30, 2023

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Nor	ne		

7. Person completing form: Andrea Gray, Attorney for Joint Development Authority of Jasper, Morgan, Newton & Walton Counties

Phone number: **770-235-1083** Date completed: 10/4/2021

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  $\square$  Yes  $\bowtie$  No

If not, provide designated contact person(s) and phone number(s) below:

WALTON COUNTY - DAVID THOMPSON, CHAIRMAN 770-267-1301

CITY OF BETWEEN - ROBERT POST, MAYOR, 770-366 -1240

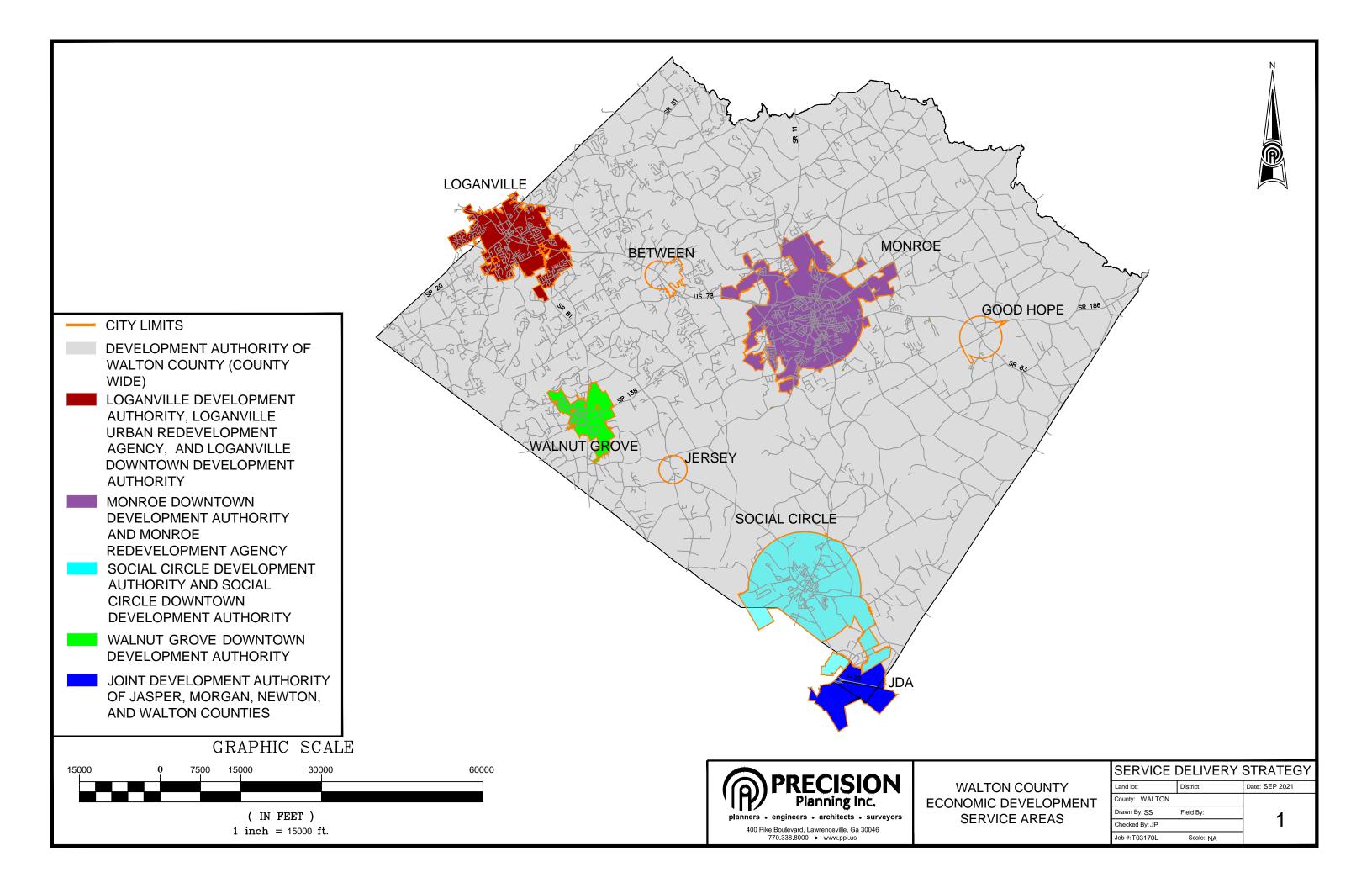
CITY OF GOOD HOPE - RANDY GARRETT, MAYOR, (678) 986-0441

CITY OF JERSEY - RONNIE THOMPSON, MAYOR, (770) 464-3652

CITY OF LOGANVILLE - DANNY ROBERTS, CITY MANAGER, 770-466-1165

**CITY OF MONROE - LOGAN PROPES, CITY MANAGER, 770-267-3429** 

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901
CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046 JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNITES - ANDREA GRAY, ATTORNEY, 770-235-1083
ATTORNET, 770-233-1003









## FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

should be reported to the Department of Community Affairs.	
COUNTY:WALTON COUNTY	Service: Emergency Medical Services
	on delivery arrangement for this service: cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): <b>Type Name of</b>
	porated portion of the county by a single service provider. (If this box is anization providing the service.): <b>Type Name of Government, Authority</b>
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here
	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the or Organization Here
identify the government, authority, or other organiz Development Authority of Jasper County, Morg	ole map delineating the service area of each service provider, and eation that will provide service within each service area.): the Joint gan County, Newton County and Walton County determines the anton Springs North otherwise, Walton County provides services
2. In developing this strategy, were overlapping servi identified?	ice areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docum	entation as described, below)
⊠No	
	Attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).

If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

	eral fur	will help to pay for this service and indicate how the nds, special service district revenues, hotel/motel tax	
Local Government or Author	ority	Funding Method	
Walton County		General Fund, User Fees	
4. How will the strategy change th	ne previ	ous arrangements for providing and/or funding this	service within the county?
The Joint Development Authority provider within Stanton Springs		per, Morgan, Newton and Walton Counties ("JDA") anton Springs North.	may determine the service
5. List any formal service delivery this service:	agreer	ments or intergovernmental contracts that will be use	ed to implement the strategy for
Agreement Name		Contracting Parties	Effective and Ending Dates
Master Service Delivery Agr.	Walto	n County and all Cities	July 2019-July 2029
		e used to implement the strategy for this service (e.ge changes, etc.), and when will they take effect?	g., ordinances, resolutions, local
None.			
7. Person completing form: Andre Walton Counties Phone number: 770-235-1083	-	y, Attorney for Joint Development Authority of Jate completed: 10/4/2021	asper, Morgan, Newton &
		acted by state agencies when evaluating whether predefivery strategy? $\square^{Yes} \boxtimes^{No}$	oposed local government
WALTON COUNTY - DAVID TO CITY OF BETWEEN - ROBER' CITY OF GOOD HOPE - RAND CITY OF JERSEY - RONNIE T CITY OF LOGANVILLE - DANI	HOMPS T POST OY GAF HOMPS NY RO	RRETT, MAYOR, (678) 986-0441	

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901
CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046 JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNITES - ANDREA GRAY, ATTORNEY, 770-235-1083
ATTORNET, 770-233-1003







## FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this

should be reported to the Department of Community Affairs.	
COUNTY:WALTON COUNTY	Service: Fire Protection
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
	cluding all cities and unincorporated areas) by a single service provider. chority or organization providing the service.): <b>Type Name of</b>
	porated portion of the county by a single service provider. (If this box is inization providing the service.): <b>Type Name of Government, Authority</b>
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here
	only within their incorporated boundaries, and the county will provide the eked, identify the government(s), authority or organization providing the or Organization Here
identify the government, authority, or other organization.  Development Authority of Jasper County, Morgaservice provider within Stanton Springs and Standoroe, and City of Social Circle will provide fire	de map delineating the service area of each service provider, and ation that will provide service within each service area.): the Joint an County, Newton County and Walton County determines the fire anton Springs North otherwise, the City of Loganville, City of e service within their incorporated boundaries. Walton County will area and the Cities of Between, Good Hope, Walnut Grove, and e Service District.
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
If these conditions will continue under this strategy, a	attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that

overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3.	each government or authority that will help to pay for this service and indicate how the service will be funded (e.	g.,
6	erprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impac	t
f	s, bonded indebtedness, etc.).	

Local Government or Authority	Funding Method
Walton County	County Insurance Taxes supplemented with Fire SSD Revenue
Loganville	General Fund
Monroe	General Fund
Social Circle	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Joint Development Authority of Jasper, Morgan, Newton and Walton Counties ("JDA") may determine the service provider within Stanton Springs and Stanton Springs North.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
SSD - Fire Service	Walton Co, Good Hope, Between, Walnut Grove Jersey	April 4 2017 - Ongoing
IGA re Stanton Springs North	JDA and Social Circle	April 27, 2021 - April 2071

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.
-------

7. Person completing form: Andrea Gray, Attorney for Joint Development Authority of Jasper, Morgan, Newton & Walton Counties

Phone number: **770-235-1083** Date completed: 10/4/2021

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:

WALTON COUNTY - DAVID THOMPSON, CHAIRMAN 770-267-1301

CITY OF BETWEEN - ROBERT POST, MAYOR, 770-366 -1240

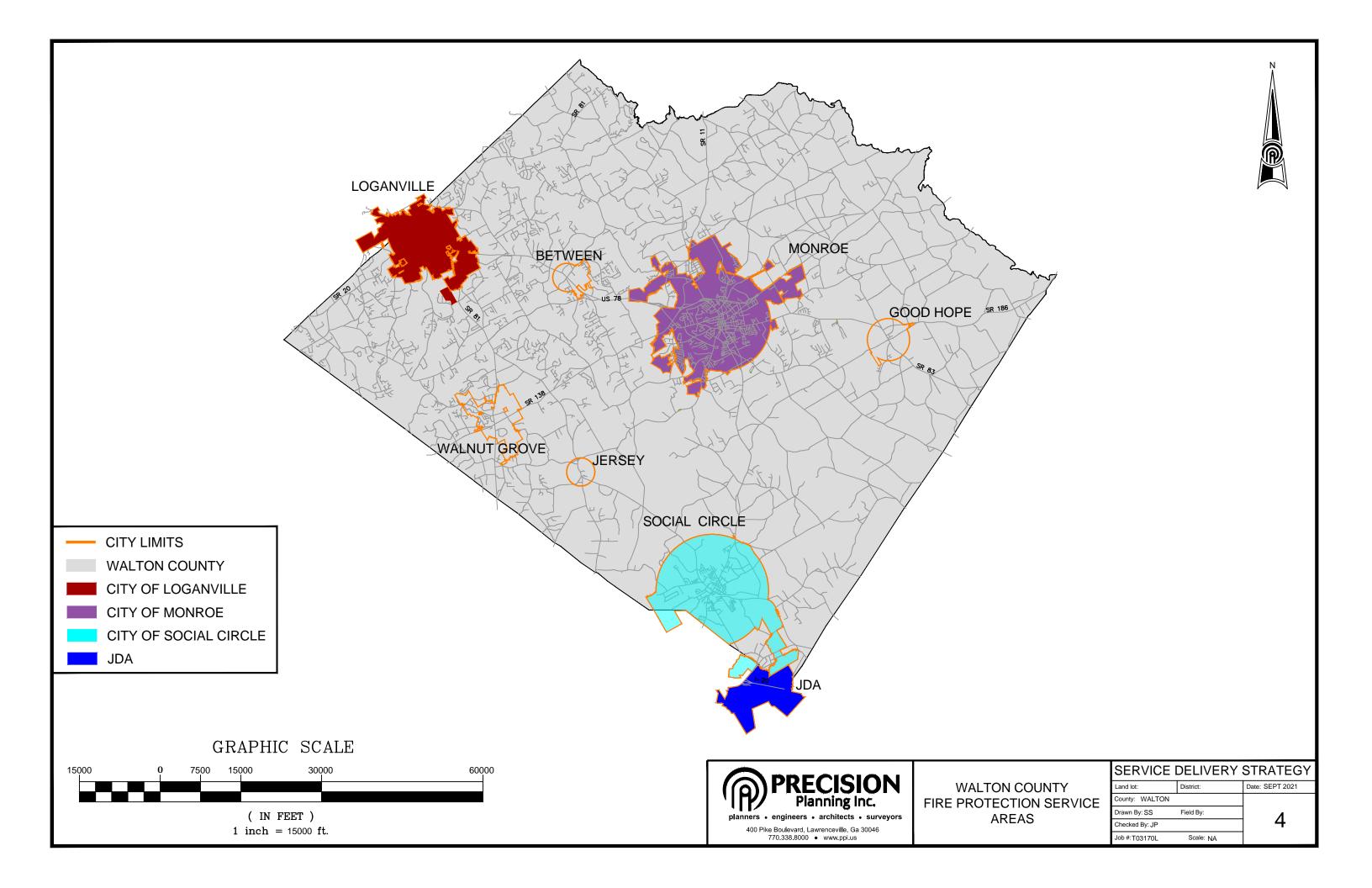
CITY OF GOOD HOPE - RANDY GARRETT, MAYOR, (678) 986-0441

CITY OF JERSEY - RONNIE THOMPSON, MAYOR, (770) 464-3652

CITY OF LOGANVILLE - DANNY ROBERTS, CITY MANAGER, 770-466-1165

**CITY OF MONROE - LOGAN PROPES, CITY MANAGER, 770-267-3429** 

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901
CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046 JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNITES - ANDREA GRAY, ATTORNEY, 770-235-1083
ATTORNET, 770-233-1003









# **SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this

should be reported to the Department of Community Affairs.	,·
COUNTY:WALTON COUNTY	Service: Natural Gas
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
	cluding all cities and unincorporated areas) by a single service provider. chority or organization providing the service.): <b>Type Name of</b>
	porated portion of the county by a single service provider. (If this box is inization providing the service.): <b>Type Name of Government, Authority</b>
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here
identify the government, authority, or other organize Development Authority of Jasper County, Morga service provider within Stanton Springs and Sta Clty of Monroe, City of Winder (Barrow County),	elle map delineating the service area of each service provider, and ation that will provide service within each service area.): the Joint an County, Newton County and Walton County determines the gas anton Springs North otherwise, the following provide services:  City of Madison (Morgan County), City of Lawrenceville (Gwinnett winnett County), City of Covington (Newton County) and City of
In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
If these conditions will continue under this strategy, a	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that

overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

# **SDS FORM 2, continued**

3	3. List each	government or	authority t	hat will help	to pay for	this service	and indi	icate how tl	he serv	ice will be f	unded (e.g	g.,
	enterprise	e funds, user fe	es, general	funds, spe	cial service	district reve	enues, ho	otel/motel t	axes, f	ranchise ta	kes, impad	ct
	fees, bon	ded indebtedne	ess, etc.).									

Local Government or Authority	Funding Method
Monroe, Social Circle, Madison	User Fees
Lawrenceville, Winder, Buford	User Fees
Covington, Atlanta	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Joint Development Authority of Jasper, Morgan, Newton and Walton Counties ("JDA") may determine the service provider within Stanton Springs and Stanton Springs North.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Master Service Delivery Agree	Walton County/Between/Good Hope/Jersey/Loganville	July 2019 - July 2029
	Monroe/Social Circle/Walnut Grove	
IGA re Stanton Springs North	JDA and Social Circle	April 27, 2021 - April 2071

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None
------

7. Person completing form: Andrea Gray, Attorney for Joint Development Authority of Jasper, Morgan, Newton & Walton Counties

Phone number: **770-235-1083** Date completed: 10/4/2021

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:

WALTON COUNTY - DAVID THOMPSON, CHAIRMAN 770-267-1301

CITY OF BETWEEN - ROBERT POST, MAYOR, 770-366 -1240

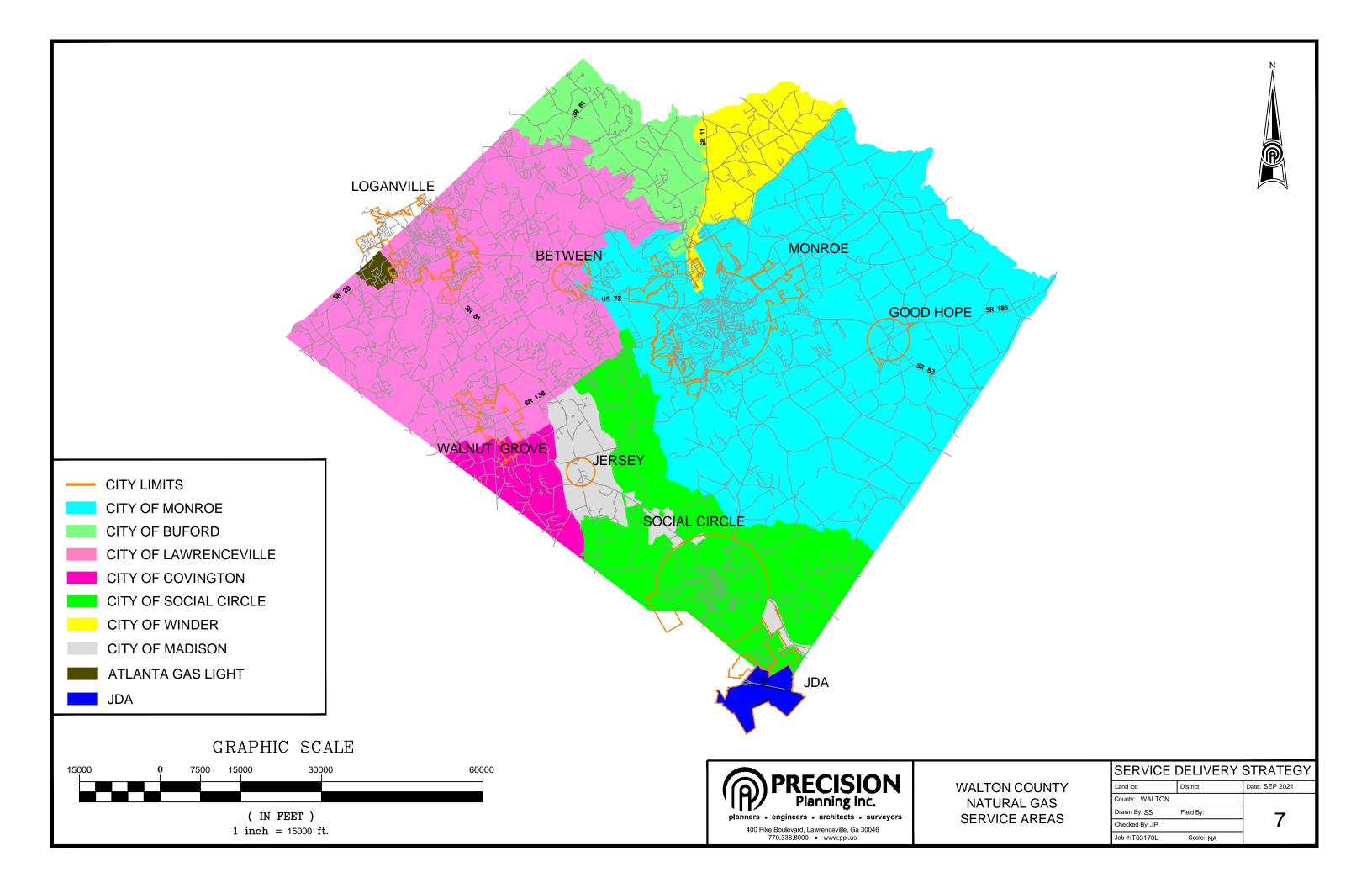
CITY OF GOOD HOPE - RANDY GARRETT, MAYOR, (678) 986-0441

CITY OF JERSEY - RONNIE THOMPSON, MAYOR, (770) 464-3652

CITY OF LOGANVILLE - DANNY ROBERTS, CITY MANAGER, 770-466-1165

**CITY OF MONROE - LOGAN PROPES, CITY MANAGER, 770-267-3429** 

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901
CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046  JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNITES - ANDREA GRAY,
ATTORNEY, 770-235-1083









# **SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

should be reported to the Department of Community Affairs.				
COUNTY:WALTON COUNTY	Service: Planning and Zoning			
	on delivery arrangement for this service:  Cluding all cities and unincorporated areas) by a single service provider.  The hority or organization providing the service.): Type Name of			
	orated portion of the county by a single service provider. (If this box is nization providing the service.): <b>Type Name of Government, Authority</b>			
	only within their incorporated boundaries, and the service will not be cked, identify the government(s), authority or organization providing the r Organization Here			
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here			
identify the government, authority, or other organization Development Authority of Jasper County, Morganization planning and zoning service provider within States	le map delineating the service area of each service provider, and ation that will provide service within each service area.): the Joint an County, Newton County and Walton County determines the anton Springs and Stanton Springs North otherwise, the following aville, City of Monroe, City of Social Circle, City of Walnut Grove, seen			
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service			
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)			
⊠No				
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).			

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.	

# **SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Walton County	User Fees, Business Licenses, Franchise Tax, Financial Inst. Taxes
Loganville	User Fees and General Fund
Monroe	User Fees and General Fund
Walnut Grove	User Fees and General Fund
Social Circle	User Fees and General Fund
Jersey, Good Hope, Between	User Fees and General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Joint Development Authority of Jasper, Morgan, Newton and Walton Counties ("JDA") may determine the service provider within Stanton Springs and Stanton Springs North.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Master Service Delivery Agree	Walton County/Between/Good Hope/Jersey/Loganville	July 2019 - July 2029
	Monroe/Social Circle/Walnut Grove	
IGA re Development Services	JDA, Walton Co, Newton Co, Morgan Co, Jasper Co	March 2, 2021 - March 2071

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances,	resolutions, loca
acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?	

None		

7. Person completing form: Andrea Gray, Attorney for Joint Development Authority of Jasper, Morgan, Newton & Walton Counties

Phone number: **770-235-1083** Date completed: 10/4/2021

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  $\square$  Yes  $\square$  No

If not, provide designated contact person(s) and phone number(s) below:

WALTON COUNTY - DAVID THOMPSON, CHAIRMAN 770-267-1301

CITY OF BETWEEN - ROBERT POST, MAYOR, 770-366 -1240

CITY OF GOOD HOPE - RANDY GARRETT, MAYOR, (678) 986-0441

CITY OF JERSEY - RONNIE THOMPSON, MAYOR, (770) 464-3652

CITY OF LOGANVILLE - DANNY ROBERTS, CITY MANAGER, 770-466-1165

**CITY OF MONROE - LOGAN PROPES, CITY MANAGER, 770-267-3429** 

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901
CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046 JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNITES - ANDREA GRAY, ATTORNEY, 770-235-1083
ATTORNET, 770-233-1003







# **SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs

should be reported to the Department of Community Affairs.			
COUNTY:WALTON COUNTY	Service: Wastewater Collection and Treatment		
	on delivery arrangement for this service:  cluding all cities and unincorporated areas) by a single service provider.  chority or organization providing the service.): Type Name of		
	porated portion of the county by a single service provider. (If this box is nization providing the service.): <b>Type Name of Government, Authority</b>		
	only within their incorporated boundaries, and the service will not be cked, identify the government(s), authority or organization providing the r Organization Here		
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here		
identify the government, authority, or other organization Development Authority of Jasper County, Morga wastewater collection and treatment service pro	le map delineating the service area of each service provider, and ation that will provide service within each service area.): the Joint an County, Newton County and Walton County determines the ovider within Stanton Springs and Stanton Springs North which is athority, otherwise, the following provide services: City of and City of Walnut Grove		
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service		
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)		
⊠No			
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).		

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

# **SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
JDA	User Fees/Grants
Loganville	User Fees/Grants
Monroe	User Fees/Grants
Walnut Grove	User Fees/Grants
Social Circle	User Fees/Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Joint Development Authority of Jasper, Morgan, Newton and Walton Counties ("JDA") may determine the service provider within Stanton Springs and Stanton Springs North.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Master Service Delivery Agree	Walton County/Between/Good Hope/Jersey/Loganville	July 2019 - July 2029
	Monroe/Social Circle/Walnut Grove	
IGA re Sewer Service	JDA, Walton County, Newton County, Morgan County	7/23/2002 - 7/23/2052
	Jasper County, Social Circle	
IGA re Stanton Springs North	JDA and Social Circle	April 2021 - April 2071

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None			

7. Person completing form: Andrea Gray, Attorney for Joint Development Authority of Jasper, Morgan, Newton & Walton Counties

Phone number: **770-235-1083** Date completed: 10/4/2021

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? 

☐ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

WALTON COUNTY - DAVID THOMPSON, CHAIRMAN 770-267-1301

CITY OF BETWEEN - ROBERT POST, MAYOR, 770-366 -1240

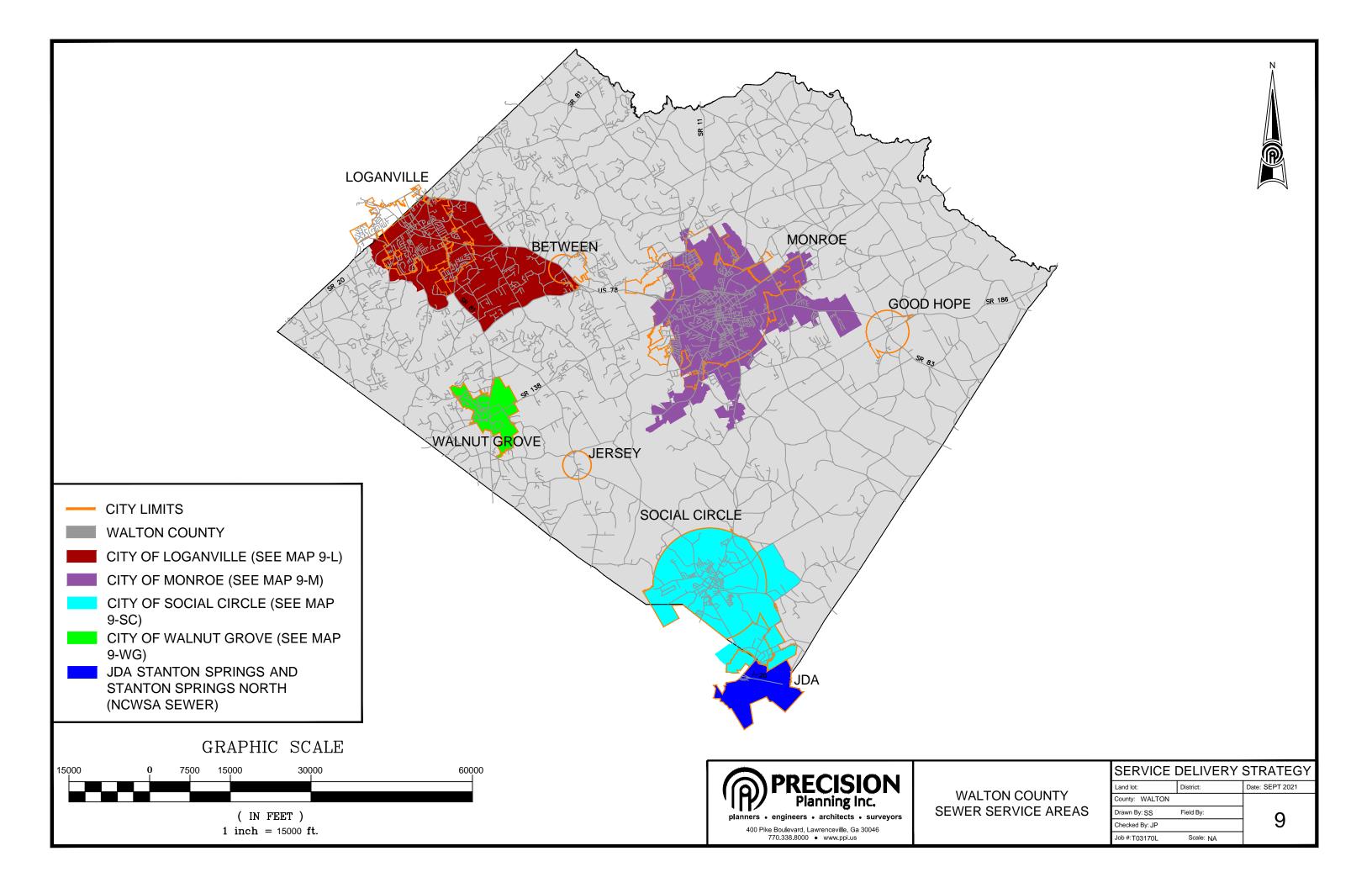
CITY OF GOOD HOPE - RANDY GARRETT, MAYOR, (678) 986-0441

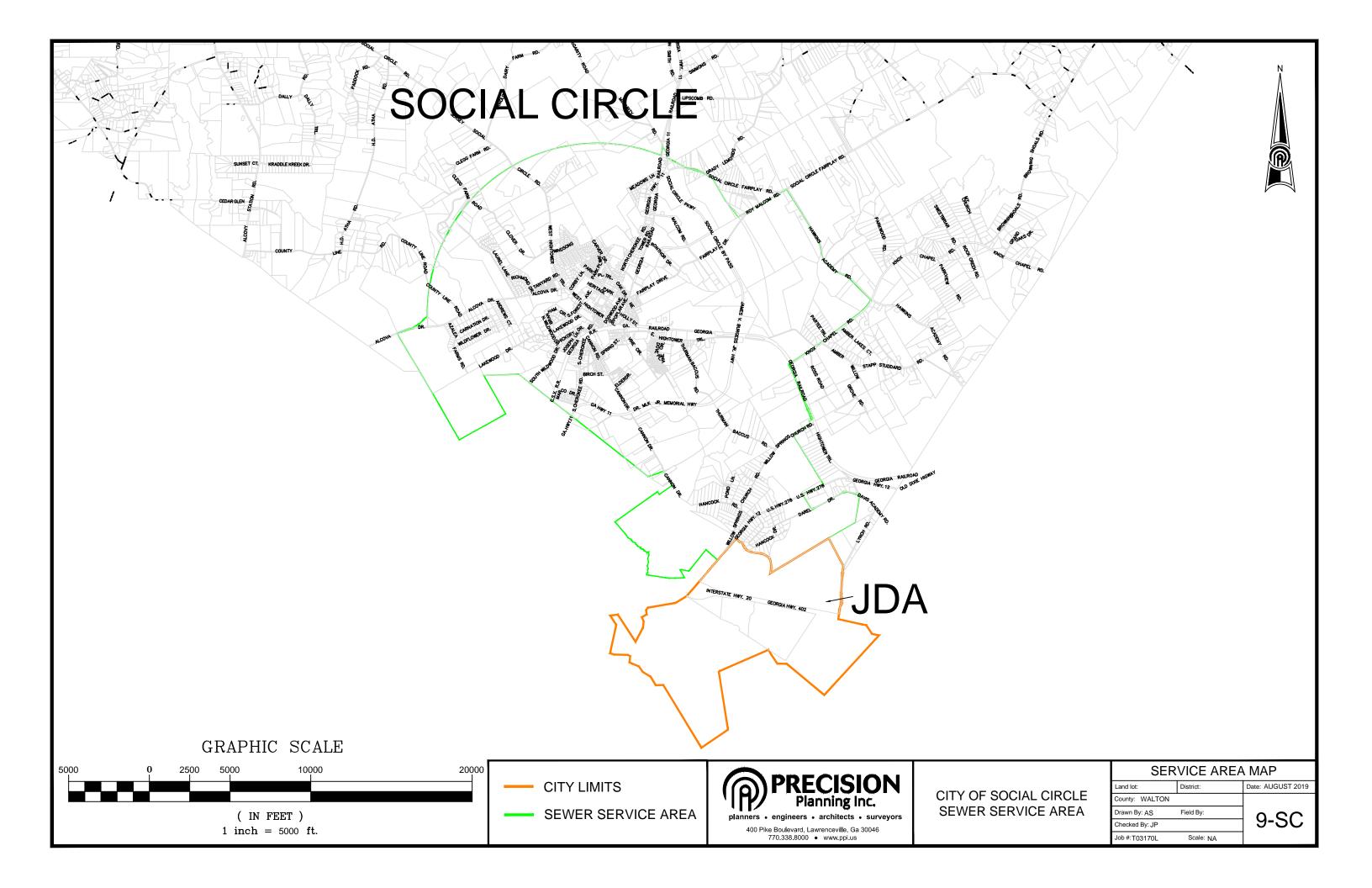
CITY OF JERSEY - RONNIE THOMPSON, MAYOR, (770) 464-3652

CITY OF LOGANVILLE - DANNY ROBERTS, CITY MANAGER, 770-466-1165

**CITY OF MONROE - LOGAN PROPES, CITY MANAGER, 770-267-3429** 

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901
CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046 JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNITES - ANDREA GRAY, ATTORNEY, 770-235-1083
ATTORNET, 770-233-1003











# **SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

 $\textbf{Make copies of this form and complete one for each service listed on FORM 1, Section IV.} \ \ \underline{EXACTLY\ the\ same\ service\ names\ listed\ on\ FORM\ 1}.$ 

should be reported to the Department of Community Affairs.		
COUNTY:WALTON COUNTY	Service: Water Supply and Distribution	
Check <u>one</u> box that best describes the agreed up	pon delivery arrangement for this service:	
	including all cities and unincorporated areas) by a single service provider. authority or organization providing the service.): <b>Type Name of</b>	
	orporated portion of the county by a single service provider. (If this box is ganization providing the service.): <b>Type Name of Government, Authority</b>	
	e only within their incorporated boundaries, and the service will not be checked, identify the government(s), authority or organization providing the or Organization Here	
	e only within their incorporated boundaries, and the county will provide the lecked, identify the government(s), authority or organization providing the lay or Organization Here	
identify the government, authority, or other organ Development Authority of Jasper County, Mon water service provider within Stanton Springs	gible map delineating the service area of each service provider, and nization that will provide service within each service area.): the Joint organ County, Newton County and Walton County determines the s and Stanton Springs North which is currently the Newton County wing provide services: Walton County, City of Loganville, City of ey	
2. In developing this strategy, were overlapping ser identified?	rvice areas, unnecessary competition and/or duplication of this service	
☐ <b>Yes</b> (if "Yes," you must attach additional docu	umentation as described, below)	
⊠No		
	G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that	

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.	

# **SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
JDA	User Fees/Grants
Loganville	User Fees/Grants
Monroe	User Fees/Grants
Jersey	User Fees/Grants
Social Circle	User Fees/Grants
Walton County	User Fees/Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Joint Development Authority of Jasper, Morgan, Newton and Walton Counties ("JDA") may determine the service provider within Stanton Springs and Stanton Springs North.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Master Service Delivery Agree	Walton County/Between/Good Hope/Jersey/Loganville	July 2019 - July 2029
	Monroe/Social Circle/Walnut Grove	
IGA re Sewer Service	JDA, Walton Co, Newton Co, Morgan Co, Jasper Co,	7/23/2002 - 7/23/2052
	and, Social Circle	
IGA re Stanton Springs North	JDA and Social Circle	April 2021 - April 2071

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.
-------

7. Person completing form: Andrea Gray, Attorney for Joint Development Authority of Jasper, Morgan, Newton & Walton Counties

Phone number: **770-235-1083** Date completed: 10/4/2021

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? 

☐ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

WALTON COUNTY - DAVID THOMPSON, CHAIRMAN 770-267-1301

CITY OF BETWEEN - ROBERT POST, MAYOR, 770-366 -1240

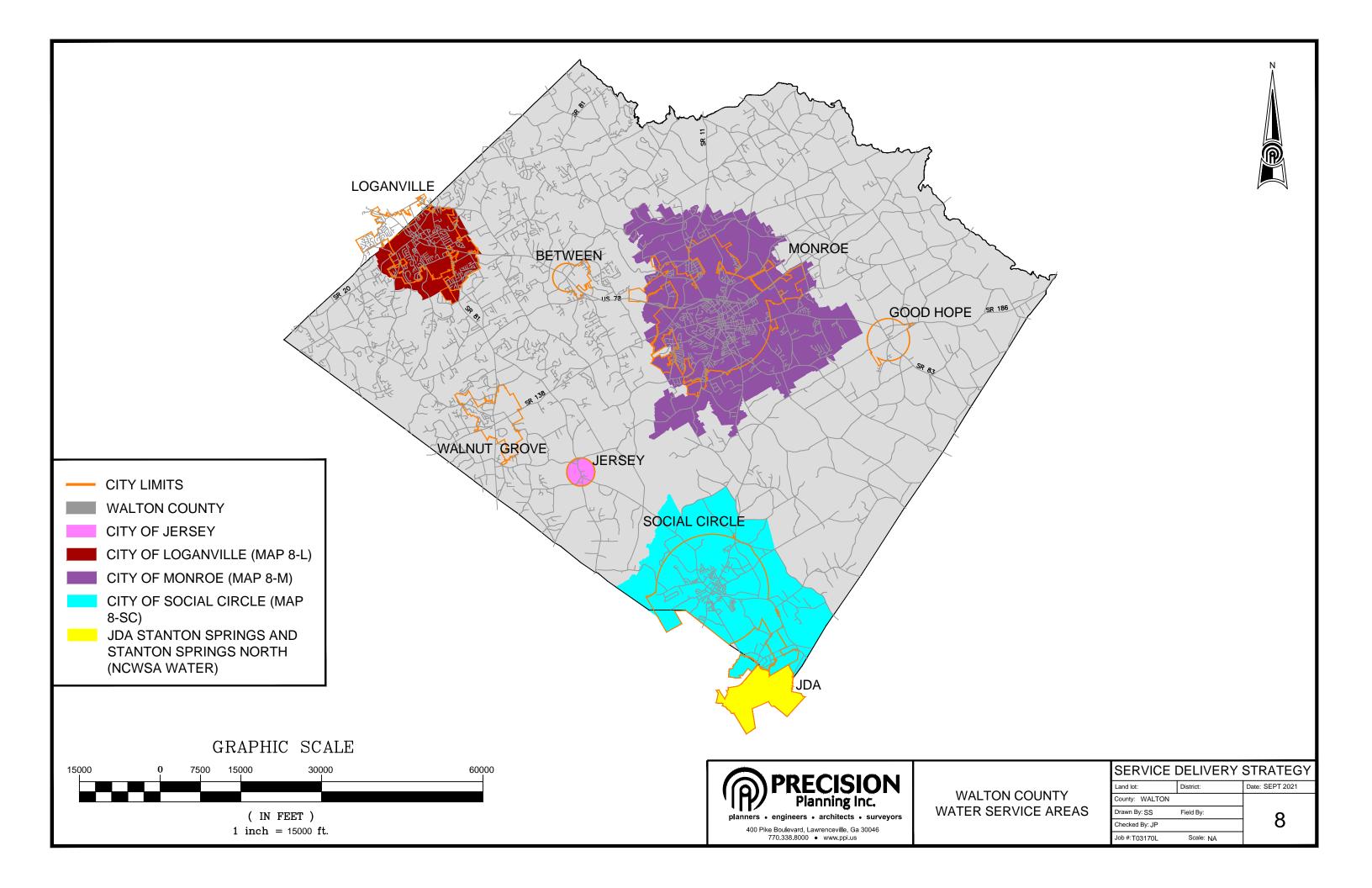
CITY OF GOOD HOPE - RANDY GARRETT, MAYOR, (678) 986-0441

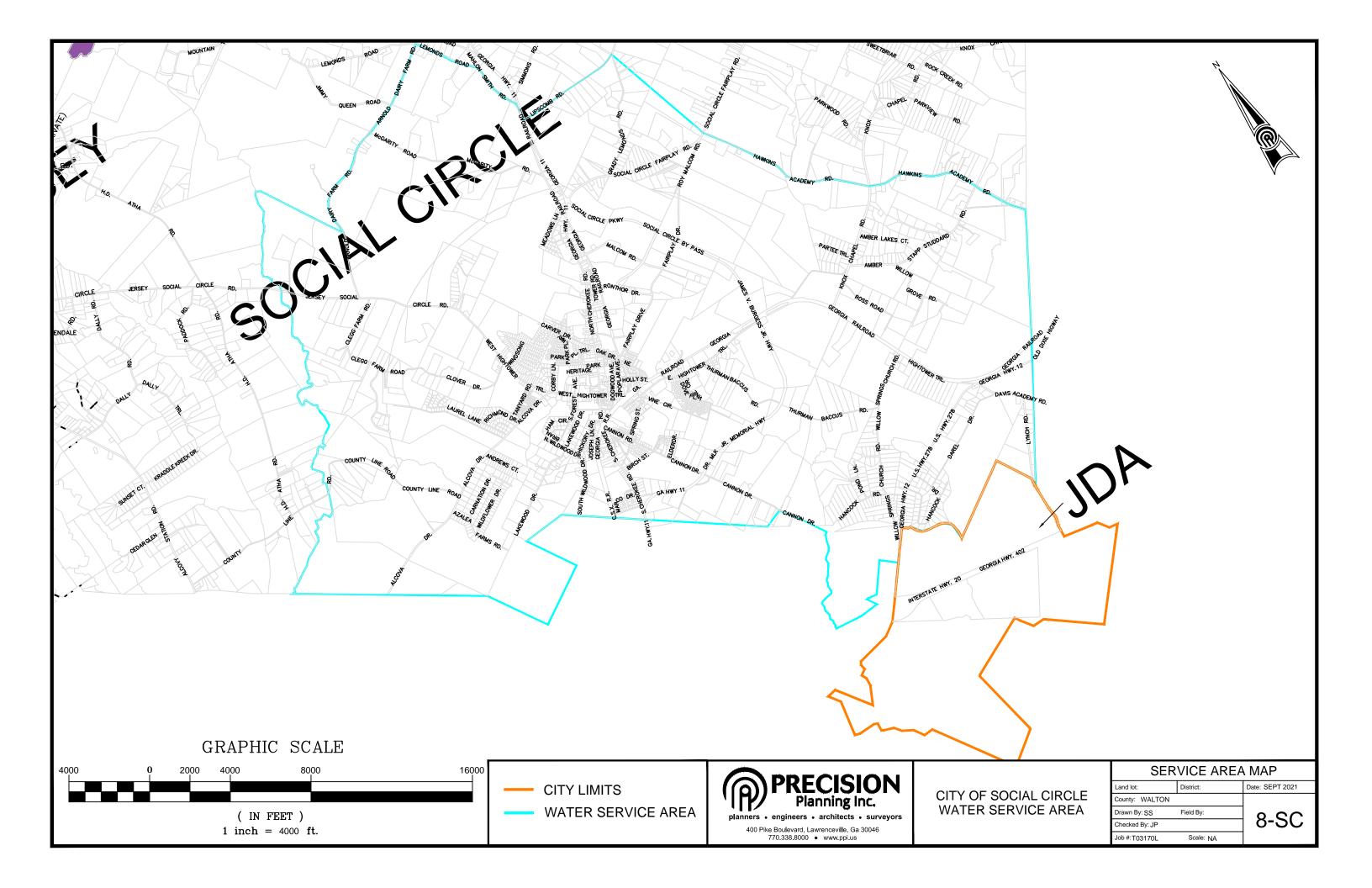
CITY OF JERSEY - RONNIE THOMPSON, MAYOR, (770) 464-3652

CITY OF LOGANVILLE - DANNY ROBERTS, CITY MANAGER, 770-466-1165

**CITY OF MONROE - LOGAN PROPES, CITY MANAGER, 770-267-3429** 

CITY OF SOCIAL CIRCLE - CITY MANAGER - 770-464-6901
CITY OF WALNUT GROVE - MARK MOORE, MAYOR (770) 787-0046 JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNITES - ANDREA GRAY, ATTORNEY, 770-235-1083
ATTORNET, 770-233-1003











# Service Delivery Strategy FORM 4: Certifications

#### Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

# **COUNTY: WALTON COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

- 1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
- 2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
- 3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
- 4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
WALTON COUNTY	Chairman	David Thompson		
CITY OF BETWEEN	Mayor	Robert Post		
CITY OF GOOD HOPE	Mayor	Randy Garrett		
CITY OF JERSEY	Mayor	Ronnie Thompson		
CITY OF LOGANVILLE	Mayor	Ray Martinez		
CITY OF MONROE	Mayor	John Howard		
CITY OF SOCIAL	Mayor	David Keener		
CIRCLE CITY OF WALNUT GROVE	Mayor	Mark Moore		

# RESOLUTION OF THE CITY OF WALNUT GROVE, GEORGIA

WHEREAS, in 2001, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the "Authority") acquired an approximately 1,620-acre site located south of Interstate 20 in Morgan, Newton and Walton Counties to develop a research park referred to as Stanton Springs; and

WHEREAS, in 2021, the Authority acquired an additional 665.17 acres north of Interstate 20 in Walton County, Morgan County and the City of Social Circle to develop an extension of Stanton Springs called Stanton Springs North; and

WHEREAS, to successfully market and develop Stanton Springs and Stanton Springs North and thereby generate jobs and investment in the region, the Authority requires the discretion to designate the most appropriate service provider based on ability to serve, proximity and tenant preference; and

WHEREAS, in 2012 the Walton County Service Delivery Strategy was updated to designate the Authority as the service provider for Water Supply and Distribution and Wastewater Collection and Treatment in Stanton Springs; and

WHEREAS, in April 2021, the Authority entered into a Intergovernmental Contract with Social Circle regarding Stanton Springs North which authorizes the Authority to designate service providers within the portion of Stanton Springs within the City of Social Circle; and

WHEREAS, Walton County and its cities seek to amend Walton County's 2019 Service Delivery Strategy as updated in 2020 to include the Authority's discretionary rights to determine service providers within Stanton Springs and Stanton Springs North as they exist now and as they may be expanded in the future for the following services: Building Inspections, Code Enforcement, Economic Development Services, Emergency Medical Services, Fire Protection, Natural Gas, Planning and Zoning, Wastewater Collection and Treatment, and Water Supply and Distribution; and

WHEREAS, the City of Monroe passed a Resolution on March 2, 2021 limiting its sanitary sewer wastewater utility services of any kind to the corporate city limits of the City of Monroe, Georgia with the exception of any property that is outside the corporate city limits but is currently connected to the City's sewer system, and a 24-month allowance for property that is outside the corporate city limits and has paid a Sewer System Capacity Recovery Fee through an executed Development Agreement to connect to and be served by the Sewer System.; and

WHEREAS, Walton County and its cities seek to amend Walton County's 2019 Service Delivery Strategy as updated in 2020 to include the City of Monroe, Georgia's updated sanitary sewer service area as prescribed in its March 2, 2021 Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Walnut Grove, Georgia, that the City of Walnut Grove 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 City also supports the amendment to the Walton County Service Delivery Strategy which incorporates the updates to the City of Monroe, Georgia's sanitary sewer utility wastewater service area included in the March 2, 2021 Resolution and reflected in the updated forms and mapping to be included with the submission to the Georgia Department of Community Affairs.

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

The Mayor is authorized to execute all appropriate documentation to carry out the intent of this Resolution.

This, 2021.	WALNUT GROVE, GEORGIA
	By: Mayor, City of Walnut Grove
(SEAL)	Mayor, City of Wallut Grove
Attest:	
Clerk City of Walnut Grove	

#### STATE OF GEORGIA

# CITY OF WALNUT GROVE

ORDINA	NCE NO.	
UNDINA	111111111111111111111111111111111111111	

# AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WALNUT GROVE, GEORGIA

TO AMEND THE COMPREHENSIVE LAND DEVELOPMENT ORDINANCE OF WALNUT GROVE, GEORGIA BY DELETING THE EXISTING ORDINANCE SECTION 501.6 SANITARY SEWER SYSTEMS IN ITS ENTIRETY AND IN ITS PLACE TO ADOPT A NEW ORDINANCE SECTION 501.6 SANITARY SEWER SYSTEMS TO REQUIRE THE USE OF THE CITY'S SEWER SYSTEM WITHIN THE CITY LIMITS; TO PROVIDE FOR THE SAFE, SANITARY AND HEALTHY DISPOSITION OF SANITARY SEWER WASTES, TO PROVIDE FOR SEWER SYSTEM PLANNING AND MANAGEMENT: TO DEFINE CERTAIN TERMS CONTAINED IN OUTSTANDING SEWER CAPASITY AND SEWER TAP AGREEEMENTS ENTERED INTO WITH THE CITY TO CONTROL THE UTILIZATION OF CAPASITY AND TO PROVIDE BEST PRACTICES FOR THE OPERATION OF THE EXISTING AND FUTURE SEWER PLANTS CONSTRUCTED WITH PUBLIC **FUNDS: TO PROVIDE** SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS,** the governing authority of the City of Walnut Grove, Georgia is the Mayor and Council thereof; and

**WHEREAS**, the City of Walnut Grove has a public sewer system because of the unique and sensitive subsurface rock formations under the ground underneath most of the city limits;

**WHEREAS,** the City of Walnut Grove has entered into certain sewer capacity reservation agreements, sewer tap agreements and other funding mechanisms to assist in the planned development of the city sanitary sewer system;

**WHEREAS,** the city desires to adopt an ordinance for the regulation of the availability of capacity and sewer line taps to maximize the public's financial investment and to secure an orderly and efficient system for operating the plant or plants in order to secure the best revenue return to the public based on a preferred planning process for sewer plant infrastructure and operation; and

**WHEREAS**, the governing authority of the City of Walnut, Georgia desires to amend the sewer section of the Comprehensive Land Development Ordinance to specifically require accountability and orderly planning in the use of the sewer treatment plant, sewer lines and other public facilities while honoring the intent of the city's commitment to capacity reservation provisions of existing contracts and to provide for better planning and management of the City's sewer system; and

**WHEREAS**, the health, safety, and welfare of the citizens of Walnut Grove, Georgia, will be positively impacted by the adoption of this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Walnut Grove, Georgia, and it is hereby ordained by authority of same, as follows:

**SECTION 1.** That Section 501.6 of the Comprehensive Land Development Ordinance of the City of Walnut Grove, Georgia be hereby deleted in its entirety and replaced with the following:

"Section 501.6 Sanitary Sewer Systems

# A. Public Sewer System

The preferred method of sanitary sewage treatment in the City of Walnut Grove, Georgia is through a city owned and operated sewer treatment plant or plants. It shall be unlawful to construct any structure used for residential, commercial, industrial or any other human occupancy without arranging to construct a connection to and using the city's sewer system for the treatment of sanitary sewage. The only exemption from this requirement is specifically authorized in Section 501.6 (B) below.

# B. Uses Exempt From the Sewer Connection Requirement

The only exception to the requirements of Paragraph A above is if an exemption permit is granted for the construction or development of a residence or building, subdivision of property, development of property or the construction of a structure under this ordinance, the zoning ordinance or any building codes of the city. An exemption permit application shall be granted only if the owner provides an Approved Alternative Method for treat and disposal of sanitary sewage. An exemption permit shall only be granted if the location of the boundaries of the real property on which the subdivision, building, residence, development, project, or other structure is to be built is located further away from the any city sanitary sewer system gravity flow main or sewer treatment plant than those distances set forth in the following chart:

# REQUIRED SEWER CONNECTION DISTANCES

Development Type	Distance from Sewer Main or Sewer
	Treatment Plant
Non-Residential Developments	500 feet
Residential Structures and Subdivisions:	
Under 25 lots/units	500 feet
25 to 50 lots/units	1,000 feet
51 to 75 lots/units	1,500 feet
76 to 100 lots/units	2,000 feet
Over 100 lots/units	2,500 feet

Connection to the city sanitary sewage treatment system shall be mandatory in new subdivisions, developments, or construction projects of any kind which are located within the distances outlined in this table unless the applicant is exempt under Paragraph 501.6 (B) above or is granted a variance under Paragraph 501.6 (C) below. The distance requirement shall be measured from the nearest point on the real property on which the improvement(s) are being constructed to a pump station, gravity flow sanitary sewer main or the property on which the city operates a sanitary sewer plant.

# C. Variance From the Sewer Connection Requirement.

This mandatory connection requirement may be waived by official action of the Mayor and City Council of the City of Walnut Grove by the granting of a variance provided the applicant is able to meet all the following conditions:

- 1. When a property is a single lot or a parcel subdivided into nine (9) or fewer lots, a variance may be granted if the following criteria are followed:
  - a. The requirement to connect to the city sewer systems creates a substantial hardship on the applicant;
  - b. The applicant agrees to build residential homes which have a minimum of 3,000 square feet of heated floor space;
  - c. The applicant for a variance agrees to develop the property with lots of at least 5 acres of land per lot; and
  - d. The owner demonstrates that an Approved Alternative Method of sanitary sewage disposal is effective.
- 2. A variance may also be granted by the Mayor and City Council if the applicant is able to demonstrate a "Substantial Hardship". To prove a Substantial Hardship, the owner must demonstrate that the owner's property will support an Approved Alternative Method of sanitary sewage disposal. In addition to supporting an approved alternate method of sanitary sewage disposal, the owner must demonstrate by clear and convincing evidence one of the following:
  - a. The cost of constructing the sanitary sewer connection exceeds the average cost of a connection by a factor of 10 times, or
  - b. the City has no available sewer treatment capacity in the Walnut Grove sewer system,
  - c. or no available sewer taps which have not been pledged to binding reserve capacity agreements with other third parties.

If no sewer taps are available, no variance shall be granted to any applicant until the applicant has exercised all rights in any reserve sewer capacity or reserve sewer tap agreements with the City of Walnut Grove, Georgia.

# D. Approved Alternative Methods for Private Sewer Collection and Treatment Systems.

To get an Approved Alternative Method, the applicant shall submit with their application (s) a professionally designed alternative method allowed by the Health Department of the State of Georgia as administered by the Walton County Health Department for the treatment of sanitary sewage ("Approved Alternative Method"). The Approved Alternative Method application shall include the installation design and a manual for the proper operation of both a primary and secondary septic drain field on each lot, or a private sewer collection and treatment system approved by the Mayor and City Council. Approval of any private system shall expire when public sewer service is made available to the subject property or properties, and the subject system shall be dedicated and connected to the public system, including any and all collection system facilities and related appurtenances. The City will not assume ownership or liabilities associated with any private treatment facilities or disposal sites.

# E. System Design and Placement

Prior to issuance of a building permit, the owner shall coordinate the design and placement of sewer infrastructure with the city and any service provider. All sewer system infrastructure (public or private) shall comply with the minimum standards of the City of Walnut Grove Standards and Policies, which is available on file at City Hall, or any other relevant standards adopted by the city.

# F. On-Site Septic Systems

When an individual septic system is proposed for each lot within a subdivision, the applicant shall provide appropriate soil survey data and information in compliance with the regulations of the Walton County Health Department. Each lot shall have suitable soils and sufficient area to accommodate the installation and proper operation of both a primary and secondary (replacement) septic drain field. All permits for development and construction are subject compliance with the rules and regulations of the Walton County Health Department. A separate permit must be obtained from the Walton County Health Department, for each individual lot located within any development using an Approved Alternative Method. Applications for Approved Alternative Methods shall be approved and signed by the owner of the property if that owner is difference from the applicant."

<u>SECTION 2.</u> That Section 501.7 is hereby added to the Comprehensive Land Development Ordinance of the City of Walnut Grove, Georgia to read as follows:

# "Section 501.7 Rules For Use of Reserve Capacity Rights and Prepaid Sewer Tap Fees.

# A. Operation of Public Sewer System

Since 2010, the City of Walnut Grove has been committed to providing a public sanitary sewer system to protect the health and safety of its system. The city is currently operating an affluent spray treatment system with a capacity to treat 50,000 gallons of sewage per day ("GPD"). The city has the ability to expand the current treatment plant to a maximum capacity

of 100,000 GPD under the current permit with the Environmental Protection Division of the State of Georgia (EPD) and is in the process of approving and funding the expansion of the plant to make available this additional capacity.

The Mayor and Council, based on the evidence presented at the time of adoption of this Ordinance, and the testimony and expert opinion of its sanitary sewer consultant, has determined that it is in the best interest of the efficient operation the sewer plant to maximize the utilization of all the capacity of the plant as quickly as possible to increase the monthly fees paid to the city by users of the plant. In contrast, the City has entered into one reserve capacity agreement and two prepaid tap fee agreements with subdivision developers requiring the city to ensure the availability of certain levels of capacity for specific residential developments. The purpose of this amendment is to govern the use of the reserve capacity in the city owned sewer system to maximize the public interest to use available capacity for parties that are ready to attach to the system and pay a monthly sewer fee based on the city's current fee schedule approved by the Mayor and Council.

# B. Notice of Planned Use of Reserve Capacity.

The use of reserve capacity shall be governed by the following rules and requirements:

- 1. The holder of reserve capacity and/ or prepaid tap fees is required to give the City Clerk six (6) months' written notice of their/ or its intent to use the capacity identifying in the application the specific buildings or residences that are being attached to the city sewage treatment system. The notice of use of reserve capacity shall accompany the application for the same number of building permits for residential or commercial structures withing the notice period.
- 2. Holders of reserve capacity shall be required to purchase and pay the sewer tap fees with the notice of the designated units in paragraph (B)(1) above.
- 3. A tap fee shall be charged each time a building permit is issued for a residence or structure that requires sewer access. If the structure is not built within 6 months of issuance of the tap fee and permit, the City may repurchase the tap by refunding the tap fee. This requirement shall be reduced to writing in the form of an agreement prepared by the City Attorney which is executed when the tap fee is paid..
- 4. At the end of the six-month notice period, the residential, commercial or other structure permitted under a reserve capacity or prepaid tap fee agreement pursuant to this paragraph shall be considered activated and a minimum charge of Forty (\$40.00) Dollars per month shall be billed monthly to the owner of the residential structure, and Sixty (\$60.00) Dollars for a commercial structure, that is permitted under this section whether or not any sewage is produced at the site.

<u>SECTION 3.</u> That Section 501.8 is hereby added to the Comprehensive Land Development Ordinance of the City of Walnut Grove, Georgia

#### "Section 501.8 Sewer Use Ordinance

AN ORDINANCE REGULATING THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, AND THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SEWER SYSTEM; AND PROVIDING FOR PENALTIES FOR VIOLATIONS THEREOF, IN THE WALNUT GROVE SEWER SERVICE DISTRICT, CITY OF WALNUT GROVE, WALTON COUNTY, STATE OF GEORGIA.

For the purpose of promoting the health, safety and general welfare of the present and future inhabitants of the City of Walnut Grove and unincorporated Walton County, and to provide for the orderly and safe disposal of sewage, the Walnut Grove City Council and Walton County Board of Commissioners do hereby ordain and enact into law the following:

# Section I - DEFINITIONS.

- (A) "Sewerage Works" shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (B) "Sewer Department" shall mean the Department Head of the District Sewer Department or his designee, or other authorized agent or representative as designated by the District Board.
- (C) "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground surface and storm waters as may be present.
- (D) "Sewer" shall mean a pipe or conduit for carrying sewage.
- (E) "Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, which is controlled by public authority.
- (F) "Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.
- (G) "Sewage Treatment Plant" shall mean any arrangement of devices and structures or lagoons used for treating sewage presently owned, afterward acquired, or managed by the Walnut Grove Sewer Service District or into which the Walnut Grove Sewer Service District places sewage by contractual arrangement.
- (H) "Industrial Wastes" shall mean the liquid wastes from industrial processes as distinct from sanitary sewage produced by private residences and commercial businesses.

- (I) "Garbage" shall mean solid wastes from the preparation, cooking and disposing of food, and from the handling, storage, and sale of produce.
- (J) "Properly Shredded Garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- (K) "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.
- (L) "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.
- (M) Biochemical Oxygen Demand, herein "BOD", shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C.
- (N) "pH" shall mean the logarithm of the reciprocal of the hydrogen ion concentration in moles per liter.
- (O) "Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in, water, sewage or other liquids; and, which are removable by laboratory filtering expressed in milligrams per liter or pounds per day.
- (P) "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- (Q) "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- (R) "Person" shall mean any individual, partnership, joint venture, firm, company, association, society, public or private trust, estate, corporation, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of this state, any interstate body or any other legal entity.
- (S) "Shall" is mandatory; "May" is permissive.
- (T) "Equivalent Residential Unit (ERU)" shall mean a volume of water equal to the average daily usage of a typical single family residence of 250 gallons.
- (U) "District" shall mean the Walnut Grove Sewer Service District.

SECTION II - RATE SCHEDULE AND CONNECTION FEES.

From and after the passage of this Ordinance, there is hereby adopted the following sewer rate

schedules for the Walnut Grove Sewer Service District, Georgia:

Sewer connection fees and service charges shall be based on Equivalent Residential Units (ERU's).

An ERU is a unit of measure used to equate non-residential or multi-family residential water usage to

a specific number of single-family residences.

Sewer furnished for a given lot shall be used on that lot only. The Walnut Grove Sewer Service

District shall not under any circumstances furnish sewer free of charge to any person, firm or

corporation.

The connection fee is assessed when a new physical connection is made to the sewer system. This

fee must be paid as described in Section 3 – Application for Sewer Service before the new connection

is made to the system.

SEWER RATE SCHEDULE AND CONNECTION FEES

Residential

Connection Fee: \$6,000 per ERU

Monthly Fee: \$40 per ERU

Commercial

Connection Fee: \$6,000 per ERU

Monthly Fee: \$60 per ERU

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#### SECTION III - APPLICATION FOR SEWER SERVICE.

The customer shall make application for sewer service, in person, at the City Hall of the City of Walnut Grove, Georgia. If the application is for a new physical connection to the system, a connection fee shall be paid as described in Section 2 – Rate Schedule and Connection Fees. If the service application is for a location already connected to the system, the administrative fee shown below shall be paid. The payment shall be a cash payment made at the time said application is made.

Residential \$25

Commercial \$25

No sewer service connection and no system extension shall be made until inspected and approved in writing by the City Engineer on the form provided by the City.

# SECTION IV – DISTRICT'S RESPONSIBILITY AND LIABILITY.

The Walnut Grove Sewer Service District shall run a service line from its sewer main line to the property line where the line exists or is to be constructed, and runs immediately adjacent and parallel to the property to be served.

- (A) The District may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its sewer lines as may be required to render such service.
- (B) The District reserves the right to refuse or discontinue service unless the consumer's lines or piping are installed and maintained in such a manner as to prevent the infiltration or inflow of surface or ground water.

# SECTION V - CONSUMER'S RESPONSIBILITY AND LIABILITY.

(A) The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense, in a safe and efficient manner, and in accordance with the sanitary regulations of the State Health Department and the City of Walnut Grove Standards and Policies.

#### SECTION VI - SURCHARGE ASSESSMENTS

- (A) Users of the Walnut Grove Sewer Service District wastewater system may be subject to annual sampling of their wastewater discharge at the discretion of the Sewer Department or District Board. The purpose of said sampling shall be to determine if the user is in compliance with the terms of this Ordinance. Contributors to the system will be charged for any BOD and suspended solids which exceeds the limits established in this Ordinance.
- (B) Monthly billings for surcharge shall be based on the amount of water used, BOD and suspended solids which exceed the aforementioned limits and is computed as follows:

BOD (in mg/L) x 8.34 x water consumption x \$0.12 = \$Suspended solids (in mg/L) x 8.34 x water consumption x \$0.12 = \$

Water consumption is expressed in millions of gallons as measured by the Walton County water meter. Wastewater sampling results shall be used as a basis for the surcharge for not more than twelve months.

# SECTION VII - EXTENSIONS OF SYSTEM.

(A) Extensions to the system shall be made only when the consumer shall grant or convey, or shall cause to be granted or conveyed, to the Walnut Grove Sewer Service District a permanent easement (20' minimum width) of right-of-way across any property traversed by the sewer lines.

# SECTION VIII - CHANGE OF OCCUPANCY.

(A) Not less than three (3) days' notice must be given, in person or in writing, at the City Hall of the City of Walnut Grove to discontinue sewer service or to change occupancy. The outgoing party shall be responsible for all sewer costs up to the time of departure or the time specified for departure, whichever period is longer. The monthly charge for the final bill will be prorated based on the number of days sewer service was provided. The new occupant shall apply for sewer service within 48 hours after occupying the premises and failure to do so will make him liable for paying for the monthly sewer charge from the date of the end of the previous occupant's service.

#### SECTION IX - BILLINGS - COLLECTING.

- (A) Billing will be performed by the Walton County Water Department. Bills to customers for sewer service shall be mailed out on such day or days each month as may be determined as desirable by the Water Department. The failure of sewer users to pay charges duly imposed shall result in the automatic imposition of the following penalties:
- (B) Nonpayment within twenty (20) days from the due date will be subject to a penalty of ten percent (10%) of the delinquent account.

Failure to make payment on or before of the last day a bill becomes due per Walton County's procedure each month will result in the water being shut off from the water user's property.

In the case of rental property, the tenant first is responsible for the sewer bill or charges; but if the tenant refuses to pay or moves away, the landlord is responsible for all sewer bills and related charges.

- (C) Vacant or unoccupied property owners may continue to be entitled to receive sewer service. However, minimum bills must continue to be paid. Once service is terminated, any vacant or unoccupied properties shall be treated as new users and shall apply for service and pay fees and deposits as above outlined. The new user or property owner shall pay any delinquent bills and charges still outstanding on the property before service is initiated.
- (D) Sewer service shall not be reconnected until customer's delinquent bill, including penalty and disconnection charges, have been paid in full. Should such customer thereafter desire to be reconnected to the sewer system, reconnection charges as follows shall be payable during the twelve (12) months of any calendar year.

Reconnection charges shall be \$20.00 for the first reconnection, \$50.00 for the second reconnection, \$100.00 for the third reconnection, and \$250.00 for the fourth or more reconnections. Bills shall be paid at the Walton County Water Department, and failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment of same. No partial payments will be accepted for any water or sewer bills at any time. Disputed bills shall be paid in full, and a request for adjustment shall be filed with the Walton County Water Department with consideration by the District Board at the next Board Meeting following receipt of same.

#### SECTION X - SUSPENSION OF SERVICE.

- (A) When water and sewer service is discontinued and all bills paid, the security deposit shall be refunded to the consumer by the District.
- (B) Upon discontinuance of service for non-payment of bills, the security deposit will be applied by the District toward the settlement of the account. Any balance will be refunded to the consumer; however, if the security deposit is insufficient to cover the bill, the District may proceed to collect the balance in the usual way provided by law for collection of debts.
- (C) Service disconnected for non-payment of bills will be restored only after bills are paid in full, such security deposit as may be required by the District Board is made, and a service charge as quoted in Section 9 (D) for each service reconnected.
- (D) The District reserves a right to discontinue its service without notice for the following additional reasons:
  - (1) To prevent fraud or abuse.
  - (2) Consumer's willful disregard of the District's rules.
  - (3) Consumer's failure to properly maintain private service lines
  - (4) Inflow and infiltration originating from Consumer's service lines
  - (5) Routine or Emergency repairs.
  - (6) Legal processes.
  - (7) Direction of public authorities.
  - (8) Strike, riot, fire, flood, unavoidable accident.

# SECTION XI - COMPLAINTS - ADJUSTMENTS.

(A) If the consumer believes his bill to be in error, he shall present his claim, in person, at the Walton County Water Department before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.

# SECTION XII – USE OF PUBLIC SEWERS REQUIRED

- (A) It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the District or in any area under the jurisdiction of the Walnut Grove Sewer Service District, any human or animal excrement, garbage or other objectionable waste.
- (B) It shall be unlawful to discharge into any natural outlet within the District, or in any area under the jurisdiction of the District, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance.
- (C) Except as provided in this Code, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
- (D) When installed, all grease, oil, and sand interceptors shall be maintained by the person owning the property being serviced, at his expense, in continuously efficient operation at all times.
- (E) The admission into the public sewers of any water or wastes having (a) a 5-day B.O.D. greater than 300 milligrams per liter, or (b) containing more than 350 milligrams per liter of suspended solids, or (c) containing any quantity of substance having the characteristics described in Section 15 (C), or (d) having an average daily flow greater than 2% of the average daily sewage flow of the Sewer Department, shall be subject to the review and approval of the Sewer Department. Where necessary, in the opinion of the Sewer Department, shall be subject to the review and approval of the Sewer Department. Where necessary, in the opinion of the Sewer Department, the person responsible for such sewage, shall provide, at his own expense, such preliminary treatment as may be necessary to (a) reduce the B.O.D. to 300 milligrams per liter and the suspended solids to 350 milligrams per liter, or (b) reduce objectionable characteristics or constituents to within the maximum limits provided for in Section 15 (C), or (c) control the quantities and rates of discharge of such water or wastes. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Sewer Department and no construction of such facilities shall be commenced until said approval is obtained in writing.
- (F) Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the person owning the property being serviced at his expense.
- (G) When required by the Sewer Service District, any person owning property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes, which, as determined by the Sewer Department, may include metering facilities. Such manhole and any metering facility when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Sewer Department. The manhole and

any metering facility shall be installed by such person, at his expense, and shall be maintained by him, at his expense, so as to be safe and accessible at all times.

- (H) All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in Section 12 (G), and Section 15 (C), shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage", shall be determined at the control manhole provided in Section 12 (I), or upon suitable samples taken at such control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.
- (I) No statement contained in this Section shall be construed as preventing the authorization by resolution of any special agreement or arrangement between Walnut Grove and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by Walnut Grove for treatment, subject to payment therefor by the industrial concern.

# SECTION XIII – BUILDING SEWERS AND CONNECTIONS

All persons connecting to the Walnut Grove Sewer System must comply with the City of Walnut Grove Standards and Policies, and any other state, federal, or county regulations.

# SECTION XIV- USE OF THE PUBLIC SEWER

- (A) No person shall discharge or cause to be discharged any storm water, surface water, ground water, unpolluted industrial process waters to a sanitary sewer.
- (B) Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the Sewer Department. Industrial cooling water or unpolluted process waters may be discharged upon approval of the Sewer Department, to a storm sewer or natural outlet.
- (C) Except as hereinafter provided, no person shall discharge or cause to be discharged and of the following described waters or wastes to any public sewer:
  - (1) Any liquid or vapor having a temperature higher than 150 degrees F.
  - (2) Any water or waste which may contain more than 100 milligrams per liter of fat, oil or greases.
  - (3) Any gasoline, benzene, naptha, fuel oil or other flammable or explosive liquid, solid or gas.

- (4) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the Sewer Department.
- (5) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders.
- (6) Any waters or wastes having a pH lower than 5.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
- (7) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.
- (8) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
- (9) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (10) Any water or wastes containing a toxic or poisonous substance such as plating or heat treating wastes in sufficient quantity to injure or interfere with any sewage treatment or to create any hazard in the receiving waters of the sewage treatment plant.
- (11) Any heavy metals as follows:
  - i. Arsenic greater than 2.0 mg/L
  - ii. Cadmium greater than 0.05 mg/L
  - iii. Chromium greater than 1.0 mg/L
  - iv. Copper greater than 5 mg/L
  - v. Iron greater than 20 mg/L
  - vi. Lead greater than 20 mg/L
  - vii. Nickel greater than 2 mg/L
  - viii. Selenium greater than 0.04 mg/L
  - ix. Zinc greater than 10 mg/L
  - x. Cyanides none allowed

- (12) Any water or waste requiring pretreatment under state or federal law or regulations, unless such pretreatment is performed in a legally approved manner by the appropriate state or federal agency.
- (D) Grease, oil and sand interceptors shall be provided when, in the opinion of the Sewer Department, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Sewer Department and shall be located as to be readily and easily accessible for cleaning and inspection.

# SECTION XV – PROTECTION FROM DAMAGE

(A) No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the District sewerage works. Any person violating this provision shall be subject to immediate arrest and punishment as set forth below.

# SECTION XVI – POWER AND AUTHORITY OF INSPECTORS

(A) The Sewer District and Walton County Water Department employees, authorized agents and other duly authorized employees bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions of this Ordinance.

# SECTION XVII – STATE AND FEDERAL REGULATIONS AND LAWS

- (A) This Ordinance is supplemental to other local, state and federal regulations and laws applicable to the matters addressed by this Ordinance and compliance with same is required as a condition precedent to any actions hereunder.
- (B) The Sewer District is authorized to coordinate and cooperate with applicable state and federal regulatory agencies in any matters addressed by this Ordinance and is authorized, at its discretion, to rely upon reports and inspections made by the employees or agents o such regulatory agencies.

# SECTION XVII - PENALTIES FOR VIOLATIONS.

(A) Any person violating any provision of this Ordinance, except as provided in Section 16 (A), shall be guilty of a misdemeanor and shall be punished by a fine of not more than One Thousand Dollars (\$1,000.00) per violation per day or by imprisonment for up to sixty (60)

days or both. In addition to the penalty outlined above, any person or entity violating this Ordinance shall be responsible to pay all fines, fees and expense incurred by the City which are proximately caused by the violation including but not limited to cost of clean up of spillage, repair of the city's sewer system, and environmental expenses. "

**SECTION 4.** That Section 501.9 is hereby amended to add the following:

'Section 501.9 Adoption of the Walnut Grove Sewer Service District Standards and Policies Volume I and II General Requirements For Wastewater Systems by Reference.

A. The City of Walnut Grove Standards and Policies Volume I and II General Requirements For Wastewater Systems are hereby adopted and included in this Code of Ordinances by reference and incorporated herein. "

**SECTION 5**. Pursuant to the Section 3.14 of the City Charter, authority is hereby delegated to the City Clerk to cause this Ordinance to be numbered and codified in the City Code of Walnut Grove, Georgia, in such a way as to place this Ordinance in the Code in an organized and orderly sequence to maximize the organization of the Code. The City Clerk is authorized to designate to the City Attorney or to such other Mayor and Council approved contractors to assist in the effort to codify this provision provided the decision of the City Clerk is final as to the placement of this Ordinance within the Comprehensive Land Development Plan of Walnut Grove, Georgia. The goal of this authorization is to codify and number this Ordinance in the Plan in such a way as to be clear and orderly.

**SECTION 6.** This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Walnut Grove, Georgia.

**SECTION 7.** It is hereby declared that if any phrase, sentence, or paragraph hereof shall be found or declared unconstitutional or invalid by a court of competent jurisdiction, the remaining phrases, sentences and paragraphs hereof shall remain in full force and effect as if enacted without the phrase, sentence, or paragraph declared unconstitutional or invalid.

It is so ordained on this day of Novembe	er, 2021.
	City of Walnut Grove, Georgia
	Mark Moore, Mayor
ATTEST:	
Keegan Ramsey, City Clerk	
APPROVED AS TO FORM:	
Anthony O. L. Powell, City Attorney Powell & Edwards, PC	