



# **MORGAN COUNTY COMMISSION A G E N D A**

**November 02, 2021**

**10:00 AM**

**150 East Washington Street, Madison, GA  
2<sup>nd</sup> Floor Board Room**

## **Pledge and Invocation**

## **Agenda Approval**

## **Minutes**

1. October 19, 2021 BOC Meeting
2. October 20 & 21, 2021 BOC Retreat

## **Time Certain**

## **11:00 AM Planning Commission**

### **Planning Commission New Business**

3. Catherine Morehead is requesting a zoning map amendment, from C1 to C3, for 2 acres located at 7181 Atlanta Highway (Tax Parcel 013-004C).
4. Solid Rock Baptist Church is requesting conditional use approval to locate a community church on 10 acres located on Atlanta Highway (Tax Parcel 012-161).

## **New Business**

5. Resolution 2021-RES-017 -Northeast Georgia Regional Solid Waste Management Plan
6. Resolution 2021-RES-018 - Redistricting 2021
7. Morgan County SDS Update
8. Joint Development Authority Revenue Sharing Agreement Amendment
9. Sheriff's Office Vehicle Purchases
10. Laptop Refresh
11. Vehicle Purchase
12. County Manager Report
13. Public Comments on Agenda Items

## **EXECUTIVE SESSION**

14. Litigation

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA,  
MET THIS DAY IN REGULAR SESSION.

**MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.**

**PRESENT:** Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

**STAFF:** County Manager Adam Mestres, County Attorney Christian Henry, Assistant County Manager Mark Williams, and County Clerk Leslie Brandt.

**The meeting was called to order at 5:00 p.m., followed by the Pledge of Allegiance and Invocation.**

### **AGENDA APPROVAL**

**Motion** by Commissioner Ainslie, Seconded by Commissioner Harris to approve agenda with the following changes: add FY22 Vehicle Purchase under New Business and remove item #2 Derrick Williamson-Exotic Animals. Unanimously Approved.

### **MINUTES**

September 21, 2021 BOC Meeting

**MOTION** by Commissioner Kurtz, Seconded by Commissioner Riden to approve the minutes as presented. Unanimously Approved.

### **KELVIN BRINEY IS REQUESTING A ZONING MAP AMENDMENT, FROM R2 TO C2, FOR 7.10 ACRES LOCATED AT 1231 TURNER ROAD (TAX PARCEL 035-175A)**

Planning Director Chuck Jarrell presented a request for Kelvin Briney. Briney is requesting a zoning map amendment for 7.1 acres located at 1231 Turner Road, from R2 (medium density residential) to C2 (general commercial). The property is on a residential road and is surrounded by R2 zoning. He is requesting to expand the existing non-conforming use on the property as an auto repair and towing business. The applicant also wants to add an enclosed storage yard for the towing business.

The applicant approached the planning office about constructing a new building on the property. He pulled a permit for a residential accessory building. However, that building is actually for the new auto repair shop. The permit has been put on hold pending the outcome of today's zoning action.

Both the building and tow yard are prohibited additions to a non-conforming use as stated in Chapter 8.4 of the Morgan County Zoning Ordinance.

The Planning Commission voted unanimously to deny the request due to spot zoning, traffic and the width of the road.

Chairman von Hanstein allowed proponents to speak:

No one spoke in favor of the request.

Chairman von Hanstein allowed opponents to speak:

Sheila Tolbert is a resident on Turner Road and spoke in opposition of the zoning request. Tolbert does not have an issue with the business but doesn't feel the expansion is conducive for the area.

Annette Cooper lives in Fayetteville but owns property on Turner Road behind Briney's current shop. Cooper stated that she has had issues with the shop disposing debris on her property.

**MOTION** by Commissioner Harris, Seconded by Commissioner Ainslie to deny the request for a zoning map amendment. Unanimously Approved.

### **PROCLAMATION-WINN BROWN & ETHAN ROBERTS**

The Board presented Winn Brown and Ethan Roberts with a proclamation for their heroic actions

on June 12<sup>th</sup>, 2021 at a tragic accident that occurred in Morgan County on Highway 83.

**5311 GRANT APPLICATION**

This Grant is the support Morgan County Transit receives from the Federal Transit Administration (FTA) through the GA Department of Transportation. The FTA requires an application to be submitted each year to continue funding assistance.

**MOTION** by Commissioner Ainslie, Seconded by Commissioner Kurtz to approve the resolution authorizing the filing of the application and authorize the Chairman to sign all grant application documents, certificates and award documents for FY2023. Unanimously Approved.

**REPLACEMENT OF PLAYGROUND EQUIPMENT AT BILL WOOD PARK**

Replacement playground equipment at Bill Wood Park was included in the FY22 Capital Budget. Staff recommends the purchase and installation be awarded to Play South Playground Creators for \$65,000.00

Company	STARTED DATE	Warranty Structure	Child Capacity	Area	Elevated Events	Ground Events	Bid Price
Bliss Products	8 Weeks ARO	15 years	45-55	44' X 37' 5"	8	3	65,000.00
GameTime	12 Weeks	15 years	Not Provided	37' X 32'	Not Provided	Not Provided	63,437.16
KorKat	6 Weeks ARO	8 years	20-25	33' X 34'	3	3	65,000.00
PlaySouth Playground Creators	1/3/2021	15 years	66	35' 4" X 47' 7"	9	3	65,000.00
PPLT Farmington C/O Playworx Playsets, LLC	12/30/2021	15 years	32	45' 6" X 54' 0"	3	4	56,942.71

**MOTION** by Commissioner Ainslie, Seconded by Commissioner Harris to approve the purchase and installation of playground equipment for Bill Wood Park from Play South Playground Creators for \$65,000.00 as presented. Unanimously Approved.

**RESOLUTION-ENDORSING TOURISM ATTRACTION PROJECT-GA SAFARI CONSERVATION PARK**

This resolution is to support the GA Safari Conservation Park tourism attraction project.

**MOTION** by Commissioner Harris, Seconded by Commissioner Riden to approve resolution 2021-RES-016 as presented. Unanimously Approved.

**ANIMAL SERVICES FEES AMENDMENT**

This amendment request is to add a registration fee for wild and exotic animals in the amount of \$20.00 per animal. The fee will be waived if the person/business is licensed by the State for exhibition or rehabilitation of wild and exotic animals.

**MOTION** by Commissioner Ainslie, Seconded by Commissioner Harris to approve the amendment to Animal Services Fees as presented. Unanimously Approved.

**PROPERTY TO BE DECLARED SURPLUS**

DESCRIPTION	DEPT
2006 Ford Crown Victoria VIN: 2FAFP71W36X151626	Sheriff's Office
2003 Ford F-150 VIN: 1FTRF12W44NA82191	Sheriff's Office
2005 Ford E350 Van VIN: 1FTSS34P16HA61413	Sheriff's Office
2015 Dodge Charger VIN: 2C3CDXAT0FH759906	Sheriff's Office
Military Hydroseed Trailer	Sheriff's Office
2 residential tiolets	Public Buildings
Desk and Credenza	Tax Commissioner
Vending machine	BOC
2007 Ford F150 VIN: 1FTRF12247KD39501	Public Works

**MOTION** by Commissioner Riden, Seconded by Commissioner Kurtz to approve the items to be declared surplus and sold/disposed as presented. Unanimously Approved.

**FY22 VEHICLE PURCHASE**

The FY22 budget included funding for 8 vehicles. Since the budget approval there is one modification to approve. The funding for a vehicle for Animal Services and an additional \$6,000 from contingency needs to be transferred to IT for a vehicle purchase.

Staff recommends purchasing one F-250 from Courtesy Ford for \$38,479, two F-350's from Courtesy Ford totaling \$86,058.01, one F-250 from Allan Vigil for \$26,050 and four F-150's from Covington Ford Totaling \$112,813.

Vehicles	Color	Dept.	Courtesy Ford	Allan Vigil Ford	Wade Ford	Covington Ford
F-250 super cab w/ service body Model 696	Stone Grey	Public Buildings	\$38,904.00	\$35,255.00	DNQ	\$41,567.00
F-150 Super Cab 6.5 ft bed 4X4	Stone Grey	Public Works	\$29,065.00	\$30,581.00	DNQ	\$27,887.00
F-350 Super Cab 4X4	Stone Grey	Public Works	\$41,219.00	DNQ	\$44,863.00	\$33,354.00
Ford F350 Super Cab -Shop Truck	Oxford White	Public Works	\$44,839.01	DNQ	\$34,171.00	\$34,355.00
Ford F250 Regular Cab, long Bed 4X2	Oxford White	Parks & Leisure	\$26,469.00	\$26,050.00	DNQ	\$28,286.00
Ford F150 Crew Cab 4X2	Stone Grey	IT DEPT	\$28,820.00	\$29,989.00	DNQ	\$30,952.00
Ford F150 Super Cab, short bed, 4X4	Stone Grey	Planning & Dev.	\$30,655.00	\$29,989.00	DNQ	\$26,987.00
Ford F150 Super Cab, short bed, 4X4	Carbonized Gray	Code Enforcement	\$30,655.00	\$29,907.00	DNQ	\$26,987.00
		Total	\$270,626.01	\$181,771.00		\$250,375.00

**MOTION** by Commissioner Riden, Seconded by Commissioner Harris to amend the budget to transfer \$24,000 from Animal Services and \$6,000 from contingency to IT for a vehicle purchase. And to approve the following vehicle purchases: two F-250's from Allan Vigil Ford totaling \$61,305.00, two F-350's from Courtesy Ford totaling \$86,058.01 and four F-150's from Covington Ford Totaling \$112,813. Unanimously Approved.

**COMMISSIONER LIAISON REPORTS**

Commissioners gave updates on Liaison assignments.

**PUBLIC COMMENTS ON AGENDA ITEMS**

No public comments were made.

**MOTION** by Commissioner Ainslie, seconded by Commissioner Riden to exit Regular Session and adjourn at 5:58 p.m. Unanimously Approved.

\_\_\_\_\_  
Philipp von Hanstein, Chairman

ATTEST:

\_\_\_\_\_  
Leslie Brandt, County Clerk



MORGAN COUNTY BOARD OF COMMISSIONERS  
PLANNING RETREAT  
Lake Lanier  
7000 Lanier Islands Pkwy.  
Buford, GA 30518  
October 20<sup>th</sup> & 21<sup>st</sup>, 2021  
9:00 A.M.

RETREAT SUMMARY

Participants:

Philipp von Hanstein, Chairman  
Ben Riden, Vice-Chair  
Donald Harris, Commissioner  
Andy Ainslie, Commissioner  
Bill Kurtz, Commissioner  
Adam Mestres, County Manager  
Mark Williams, Assistant County Manager  
Chuck Jarrell, Planning Director  
Leslie Brandt, County Clerk  
Lori Sayer, Finance Director

Facilitator:

Adam Mestres, County Manager

Mestres opened the meeting and then led a discussion on the topics below.

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- 1. Planning & Development
  - Planning Director and the Board discussed the comprehensive plan update
  - Discussed accessory dwellings, legacy splits, variances and conditional uses
  - Possible broadband solutions
- 2. Public Works
  - Road repairs
  - Litter control
  - Bridge inspections
- 3. Recreation
  - Discussed future projects for recreation
- 4. County Buildings
  - Discussed county building uses, renovations and feasibility study
- 5. Administration
  - Finance Director Lori Sayer gave an overview of the county’s finances

\_\_\_\_\_  
Philipp von Hanstein, Chairman

ATTEST:

\_\_\_\_\_  
Leslie Brandt, County Clerk



## STAFF REPORT

### MORGAN COUNTY PLANNING COMMISSION

#### PETITION FOR: ZONING MAP AMENDMENT

|                      |                                                               |
|----------------------|---------------------------------------------------------------|
| Property location:   | 7181 Atlanta Highway                                          |
| Property tax parcel: | 013-004C                                                      |
| Acreage:             | 2 acres                                                       |
| Applicant:           | Catherine Morehead                                            |
| Applicant's Agent:   |                                                               |
| Property Owner:      | S&B Property, LLC, 378 Thurman Baccus Road, Social Circle, GA |
| Existing Zoning:     | C1 (Neighborhood Commercial)                                  |
| Proposed Zoning:     | C3 (Heavy Commercial)                                         |

#### Summary



Catherine Morehead is requesting a zoning map amendment for 2 acres on Atlanta Highway, from C1 to C3. The property is best known as the old Cowboys restaurant. The subject property was split from the larger 10+ acres in September 2021. Please see the updated plat on the next page. The property is adjacent to C3 property on the west, and C3 zoning is located east on Dixie Highway and across Highway 278.

KNING  
ORTHERLY  
THE SOUTHERLY  
AREA DIXIE HIGHWAY



The rezoning request is only for the newly split 2 acres. The entrance to the property is from Atlanta Highway. There is no entrance off of Dixie Highway and topography would make a second entrance from Dixie Highway difficult.

The applicant is seeking approval to locate a data entry and distribution center on the property. The business provides fulfillment services for clients which can include t-shirts, grout cleaning machines, exercise equipment, steamers, clothing, gift cards and other items. The items arrive via UPS, FedEx and USPS. Larger quantities are delivered by tractor trailer. The items are then sent to residential addresses via UPS, FedEx and USPS. Tractor trailers are expected only twice a month and no tractor trailers will be permitted to remain on site. The business will be open Monday through Friday 8:00am to 5:00pm.

Currently the business has 4 employees, all of whom will be moving with the business to Morgan County, if approved. The applicant hopes the business will grow enough to allow for expansion and the hiring of more employees. She believes the building is big enough to accommodate growth but acknowledges the possibility of additions if the business increases enough.



The property is located near the county line with Walton County and has several commercial businesses nearby, including West Morgan Storage, Just Right Signs and Maurice Bennett's auto repair. The two buildings to the west are currently vacant.

The property is currently zoned C1 and seeking redesignation to C3. See below for district descriptions from the Morgan County Zoning Ordinance.

#### Chapter 4.7 Neighborhood Commercial District (C1)

The Neighborhood Commercial District is intended for the development of small nodes of retail sales and service establishments which, when appropriately located, are designed to provide limited convenience shopping and services for surrounding areas.

These districts are not intended for auto-oriented business or strip center development, Neighborhood Commercial Districts should provide access to pedestrians and vehicles.

This district is appropriately located in areas shown as traditional neighborhood residential and commercial on the Future Land Use Map of the Comprehensive Plan.

#### Chapter 4.9 Heavy Commercial District (C3)

The Heavy Commercial District is intended to provide areas for auto oriented businesses and commercial uses, which benefit from direct access to the county's major transportation routes, including Interstate 20. C3 uses are generally not appropriate for single lot development, and the development of planned commercial nodes, when possible, is encouraged.

Due to the intensity of use and off site impacts, Heavy Commercial Districts are not appropriate for locations abutting single-family residential districts. These districts should be located in appropriate areas designated as commercial on the Future Land Use Map of the Comprehensive Plan.

Staff suggested the applicant apply for a zoning map amendment based on Table 4.1 which states Warehouses, including Distribution, are only allowed in the C3 zoning district.

| USE DESCRIPTION                                                   | AG | AR | R1 | R2 | R3 | C1 | C2 | C3 | TCO | MXD3 | I1 | I2 | I3 | LR1 | LR2 | LR3 | LTCO | RC | See Sec. |
|-------------------------------------------------------------------|----|----|----|----|----|----|----|----|-----|------|----|----|----|-----|-----|-----|------|----|----------|
| Warehouse (Commercial, Wholesale Trade, Distribution, or Storage) |    |    |    |    |    |    |    | P  |     | P    | P  | P  |    |     |     |     |      |    |          |



The Character Area Map from the Morgan County Comprehensive Plan shows the property is within the Transitional District. Development patterns within this district includes residential, retail/commercial, office, industrial, entertainment and agricultural. The goal is to make appropriate transitions from commercial areas and high-density residential development to low density residential and agricultural uses.

## Criteria for Consideration

(Please note that the criteria below are bulleted in the Morgan County Zoning Ordinance, Section 19.3.1. They are numbered here for ease of use.

1. Compatibility with Adjacent Uses and Districts: Existing uses and use districts of surrounding and nearby properties, whether the proposed use district is suitable in light of such existing uses and use districts of surrounding and nearby properties, and whether the proposal will adversely affect the existing use or usability of adjacent or nearby properties.
2. Property Value: The existing value of the property contained in the petition under the existing use district classification, the extent to which the property value of the subject property is diminished by the existing use district classification, and whether the subject property has a reasonable economic use under the current use district.
3. Suitability: The suitability of the subject property under the existing use district classification, and the suitability of the subject property under the proposed use district classification.
4. Vacancy and Marketing: The length of time the property has been vacant or unused as currently used under the current use district classification; and any efforts taken by the property owner(s) to use the property or sell the property under the existing use district classification.
5. Evidence of Need: The amount of undeveloped land in the general area affected which has the same use district classification as the map change requested. It shall be the duty of the applicant to carry the burden of proof that the proposed application promotes public health, safety, morality or general welfare.
6. Public Facilities Impacts: Whether the proposal will result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, parks or other public facilities and services.
7. Consistency with Comprehensive Plan: Whether the proposal is in conformity with the policy and intent of the locally adopted comprehensive plan.
8. Other Conditions: Whether there are any other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the proposal.

## Staff Comments

The proposed zoning district appears to be appropriate for the location on the highway and the desired zoning district is adjacent, eliminating a potential concern for spot zoning. Staff concerns are related to uses allowed in C3 zoning which may not be appropriate for a gateway into the county. Should this business fail or move, the zoning designation could allow undesirable uses. Staff suggests a review of the use table to determine if uses should be prohibited as a condition, should approval be recommended, including but not limited to automobile sales, heavy equipment sales, farm equipment sales, and manufactured home sales. The use chart is attached for your reference.

CURRENT OWNER - S&B PROPERTY LLC  
378 THURMAN OAD SOCIAL CIRCLE, GA 30026

PURPOSE OF PLAT IS TO CUT OUT A TWO ACRE  
TRACT WROUND THE EXISTING STRUCTURE. THE  
PROPOSED TWO ACRE TRACT IS A PART OF  
TAX ID - 013-004C AD IS ZONED C1

C1- ARC = 183.03' RADIUS = 11,797.14'  
CHORD - N84-00-52W 183.03'

POB- POINT OF BEGINNING  
359.66' ALONG THE NORTHERLY  
R/W OF U.S. 278 TO THE SOUTHERLY  
R/W OF OLD U.S. 278 AKA DIXIE HIGHWAY

CLERK OF COURT

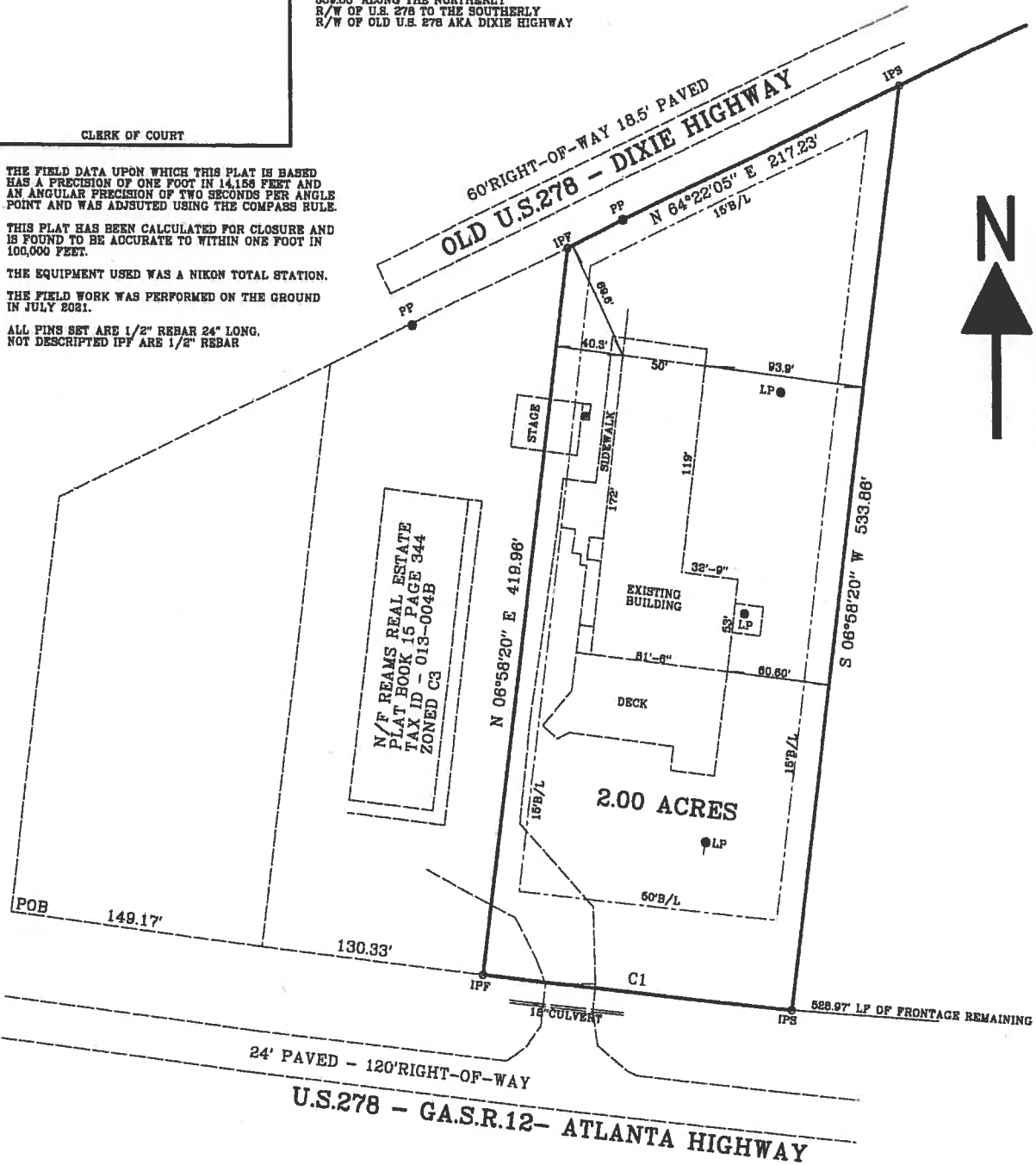
THE FIELD DATA UPON WHICH THIS PLAT IS BASED  
HAS A PRECISION OF ONE FOOT IN 14,186 FEET AND  
AN ANGULAR PRECISION OF TWO SECONDS PER ANGLE  
POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND  
IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN  
100,000 FEET.

THE EQUIPMENT USED WAS A NIKON TOTAL STATION.

THE FIELD WORK WAS PERFORMED ON THE GROUND  
IN JULY 2021.

ALL PINS SET ARE 1/2" REBAR 24" LONG.  
NOT DESCRIBED IPF ARE 1/2" REBAR



SURVEYORS CERTIFICATION:  
AS REQUIRED BY SUBSECTION(D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN  
PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE JURISDICTIONS FOR  
RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS OR  
STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE  
APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO  
INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR  
CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR  
PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE  
GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN  
O.C.G.A. SECTION 15-6-67.

MARK D PATRICK CA RLS 2791  
1986 ELKS CLUB ROAD  
COVINGTON, GEORGIA 30014  
770-380-4768



SURVEY FOR:  
**CATHY MOREHEAD**  
LAND LOT 16 - 20th DISTRICT  
**MORGAN COUNTY, GEORGIA**

SCALE: 1" = 60'  
DATE: 09-10-2021



September 13, 2021

Morgan County Planning Commission  
150 East Washington Street, Suite 200  
Madison, GA 30650

Dear Morgan County Planning Commission,

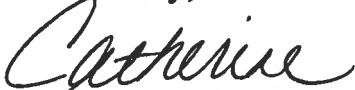
I am requesting a zoning change from C1 to C3 for 7181 Atlanta Highway, Rutledge, GA 30663. The properties adjacent to this property are already zoned C3. This request is in keeping with the parcels in the area.

The existing value of the property will see a slight increase once the new zoning is in place. The property currently does not have a high demand for purchase as the property has been empty for approximately 5 years. Once the new zoning is in place, future property owners as well as me, will be able to enjoy a facility with more functionality and business services than it currently has. This property has been marketed off and on for the 5 years it has been empty with little to no interest.

The requested zoning change will not have any impact on the current public facilities. Because we are not open to the public, there will not be an increase of traffic in the area. Additionally, we will not impact schools, parks, or other public facilities as we are established in the area already. Most of the nearby businesses are few and are also far enough apart to have no impact from the zoning change.

With this approval, I plan to use the facility to house our data entry and fulfillment center. The zoning will allow us to expand our fulfillment services which will allow us to be a larger asset to the community. Our expectation is to see our business grow allowing us to expand our services and allowing us to hire more employees from the surrounding area.

Sincerely,



Catherine M. Morehead  
941-737-8138

Table 4.1 Permitted and Conditional Uses by Zoning District

The following table shows uses that are Permitted (P) or Conditionally Permitted (C).

A blank space denotes that the use is prohibited.

| USE DESCRIPTION                                                                                                                                                                                                            | AG  | AR  | R1  | R2  | R3  | C1 | C2 | C3 | TCO | MXD3 | I1 | I2 | I3 | LR1 | LR2 | LR3 | LITCO | RC | See Sec. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|----|----|----|-----|------|----|----|----|-----|-----|-----|-------|----|----------|
| Accessory Buildings                                                                                                                                                                                                        | P   | P   | P   | P   | P   | P  | P  | P  | P   | P    | P  | P  | P  | P   | P   | P   | P     | P  | 7.1      |
| Accessory Dwellings                                                                                                                                                                                                        | (p) | (p) | (p) | (p) | (p) |    |    |    | (p) | (p)  |    |    |    |     |     |     | (p)   |    |          |
| Adult Entertainment Establishment                                                                                                                                                                                          | C   | C   | C   | C   | C   |    |    |    | C   | C    |    |    |    |     |     |     | C     |    | 7.2      |
| Agricultural, Farm, and Animal Structures (I)                                                                                                                                                                              | P   | P   | P   | P   | P   |    |    |    |     |      |    | C  |    |     |     |     |       |    | 7.27     |
| Agricultural-oriented Businesses, including but not limited to the sale of nursery products and the sale and repair of farm implements, feed and seed sales, warehouses, and storage                                       | C   | C   | (d) |     |     |    |    |    |     |      |    |    |    |     |     |     |       |    |          |
| Airport, Private Airstrip                                                                                                                                                                                                  | C   | C   |     |     |     |    |    | C  |     | C    |    | C  | C  |     |     |     |       |    |          |
| Airport, Public                                                                                                                                                                                                            |     |     |     |     |     |    |    |    |     |      |    | C  | C  |     |     |     |       |    |          |
| Amphitheater                                                                                                                                                                                                               |     |     |     |     |     |    |    |    |     | P    |    |    |    |     |     |     |       |    |          |
| Apparel or Shoe Store                                                                                                                                                                                                      |     |     |     |     |     | P  | P  |    | P   | P    |    |    |    |     |     |     |       |    |          |
| Apparel and Accessories                                                                                                                                                                                                    | P   | P   | P   | P   | P   | P  | P  | P  |     |      |    |    |    | P   | P   | P   |       |    | 7.20     |
| Appliance Store                                                                                                                                                                                                            |     |     |     |     |     | P  | P  | P  | P   | P    |    |    |    |     |     |     |       |    |          |
| Animal Processing Facility (I)                                                                                                                                                                                             | C   |     |     |     |     |    |    |    |     |      |    | P  |    |     |     |     |       |    |          |
| Arts and Crafts Store                                                                                                                                                                                                      |     |     |     |     |     | P  | P  |    | P   | P    |    |    |    |     |     |     |       |    |          |
| Asphalt/Concrete Plant                                                                                                                                                                                                     |     |     |     |     |     |    |    |    |     |      |    | C  |    |     |     |     |       |    | 7.3      |
| Assisted Living Community                                                                                                                                                                                                  |     |     |     |     |     | C  | C  | C  | C   | C    |    |    |    |     |     |     | C     |    | 7.4      |
| Auction House                                                                                                                                                                                                              |     |     |     |     |     |    |    | P  |     |      |    |    |    |     |     |     |       |    |          |
| Auction House, Livestock only (I)                                                                                                                                                                                          | C   |     |     |     |     |    |    | C  |     |      |    |    |    |     |     |     |       |    |          |
| Automobile and Equipment Rental                                                                                                                                                                                            |     |     |     |     |     |    | P  | P  |     |      |    |    |    |     |     |     |       |    |          |
| Automobile Repair Garage, mechanical and body shops, provided all operations are conducted in a building which shall not have any opening, other than a stationary window, within 100 ft. of a residential zoned district. |     |     |     |     |     |    | P  | P  | P   | C    |    |    |    |     |     |     |       |    |          |
| Automobile Sales                                                                                                                                                                                                           |     |     |     |     |     |    |    | P  |     |      |    |    |    |     |     |     |       |    |          |
| Automobile Wrecking Yard                                                                                                                                                                                                   |     |     |     |     |     |    |    |    |     |      |    | C  |    |     |     |     |       |    |          |
| Bakery or Confectionary Store                                                                                                                                                                                              |     |     |     |     |     | P  | P  |    | P   | C    |    |    |    |     |     |     | P     |    |          |
| Bank or Financial Institution                                                                                                                                                                                              |     |     |     |     |     | P  | P  |    | P   | P    |    |    |    |     |     |     |       |    |          |



| USE DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                 | AG    | AR    | R1    | R2    | R3    | C1 | C2 | C3 | TCO  | MXD3 | I1 | I2 | I3 | LR1   | LR2   | LR3   | LTCO | RC | San Sec. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|-------|-------|----|----|----|------|------|----|----|----|-------|-------|-------|------|----|----------|
| Car Wash, provided that the paved area for the vehicle awaiting entrance to the washing process is located on the same lot. The paved area must be of sufficient size to adequately contain the number of vehicles (at 200 sq. ft. per vehicle) equal to one-third of the practical hourly capacity of the washing machines. Curb breaks are limited to 2, not to exceed 30 ft. in width, and located no closer than 20 ft. to an intersection. |       |       |       |       |       |    |    | P  | P(e) | C(e) |    |    |    |       |       |       |      |    |          |
| Catering                                                                                                                                                                                                                                                                                                                                                                                                                                        | P (g) | P (g) | P (g) | P (g) | P (g) |    | P  | P  | P    | C    |    |    |    | P (g) | P (g) | P (g) |      |    | 7.20     |
| Cemetery-Church or Public                                                                                                                                                                                                                                                                                                                                                                                                                       | C     | C     | C     | C     | C     |    |    |    | C    | C    |    |    |    | C     | C     | C     | C    |    |          |
| Cemetery-Family Burial Plot                                                                                                                                                                                                                                                                                                                                                                                                                     | C     | C     |       |       |       |    |    |    |      |      |    |    |    |       |       |       |      |    | 7.8      |
| Childcare Learning Center                                                                                                                                                                                                                                                                                                                                                                                                                       | C     | C     |       |       |       | P  | P  |    | C    | C    |    |    |    |       |       |       | C    |    | 7.35     |
| Church, Community                                                                                                                                                                                                                                                                                                                                                                                                                               | C     | C     | C     | C     | C     | C  | C  |    | P    | P    |    |    |    | C     | C     | C     | C    |    | 7.19     |
| Church, Mega                                                                                                                                                                                                                                                                                                                                                                                                                                    |       |       |       |       |       |    |    | C  |      |      |    |    |    |       |       |       |      |    | 7.19     |
| Church, Neighborhood                                                                                                                                                                                                                                                                                                                                                                                                                            | C     | C     | C     | C     | C     | C  | C  |    | P    | P    |    |    |    | C     | C     | C     | C    |    | 7.19     |
| Clubs/Fraternal Organizations                                                                                                                                                                                                                                                                                                                                                                                                                   | C     | C     | C     | C     | C     |    | P  |    | P    | P    |    |    |    | C     | C     | C     |      |    |          |
| Cold Storage Plant                                                                                                                                                                                                                                                                                                                                                                                                                              |       |       |       |       |       |    |    |    |      |      | P  | P  |    |       |       |       |      |    |          |
| Commercial Parking Deck                                                                                                                                                                                                                                                                                                                                                                                                                         |       |       |       |       |       |    | C  | C  | C    | C    |    |    |    |       |       |       |      |    |          |
| Commercial Parking Lot or Garage, provided no entrance or exit is on the same block as a school, and the curb cuts are limited to 2 for each 100 ft. of storage, each not to exceed 30 ft in width and not located closer than 20 ft. to an intersection.                                                                                                                                                                                       |       |       |       |       |       |    | P  | P  | P    | P    |    |    |    |       |       |       | P    |    |          |
| Community Center                                                                                                                                                                                                                                                                                                                                                                                                                                |       |       |       |       |       |    |    |    | P    | P    |    |    |    |       |       |       |      |    |          |
| Community Garden                                                                                                                                                                                                                                                                                                                                                                                                                                | P     | P     | P     | P     | P     |    |    |    | P    | P    |    |    |    | P     | P     | P     | P    |    |          |
| Community Living Arrangement                                                                                                                                                                                                                                                                                                                                                                                                                    | C     | C     | C     | C     |       |    |    |    |      |      |    |    |    | C     | C     |       |      |    | 7.37     |
| Community Recreation Areas, as part of a new or existing plan of common development                                                                                                                                                                                                                                                                                                                                                             | C     | C     | C     | C     | C     |    |    |    |      |      |    |    |    | C     | C     | C     | C    |    |          |
| Condominium                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |       |       |       | P     |    |    |    |      | P    |    |    |    |       |       |       | P    | P  | 7.25     |
| Convenience Store                                                                                                                                                                                                                                                                                                                                                                                                                               |       |       |       |       |       | P  | P  | P  |      | P    |    |    |    |       |       |       | C    | C  |          |
| Country Clubs                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |       |       |       |       |    |    |    | C    |      |    |    |    |       |       |       |      |    |          |
| County, State and Federal Uses, which are necessary to the general public welfare                                                                                                                                                                                                                                                                                                                                                               | P     | P     | P     | P     | P     | P  | P  | P  | P(c) | P(c) | P  | P  | P  | P     | P     | P     | P    | P  |          |
| Data Management or Processing Facility                                                                                                                                                                                                                                                                                                                                                                                                          |       |       |       |       |       |    | P  | P  |      |      | P  | P  |    |       |       |       |      |    |          |

| USE DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                            | AG | AR | R1 | R2 | R3 | C1 | C2 | C3 | TCO | MXD3 | I1 | I2 | I3 | LR1 | LR2 | LR3 | LTCO | NC | See Sec. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|----|----|----|----|----|----|-----|------|----|----|----|-----|-----|-----|------|----|----------|
| Hunting Preserve, if the following conditions are met: a) no firing range or buildings shall be located within 500 ft. of a property line; b) the subject property must contain 50 acres; c) all overnight accommodations must be subject to all county ordinances, including the hotel/motel tax ordinance; d) any restaurant operated must be for guests of the hunting preserve only and not open to the general public | C  |    |    |    |    |    |    |    |     |      |    |    |    |     |     |     |      |    |          |
| Individual or Private Boat Dock                                                                                                                                                                                                                                                                                                                                                                                            | P  | P  | P  | P  | P  |    |    |    |     |      |    |    |    | P   | P   | P   |      |    |          |
| Individual or Public Boat Dock (on Lake Oconee, for one dwelling unit only)                                                                                                                                                                                                                                                                                                                                                |    |    |    |    |    |    |    |    |     |      |    |    |    | P   | P   | P   | P    |    |          |
| Individual Manufactured Home, Multi-Section                                                                                                                                                                                                                                                                                                                                                                                | P  | P  |    | P  | P  |    |    |    |     |      |    |    |    |     | P   | P   |      |    | 7.10     |
| Individual Manufactured Home, Single Section                                                                                                                                                                                                                                                                                                                                                                               | C  | C  |    |    | P  |    |    |    |     |      |    |    |    |     |     | P   |      |    | 7.10     |
| Industrialized Building, used a night watch person's quarters                                                                                                                                                                                                                                                                                                                                                              |    |    |    |    |    |    |    |    |     |      |    |    | P  |     |     |     |      |    |          |
| Institutional and Philanthropic Uses                                                                                                                                                                                                                                                                                                                                                                                       |    |    |    |    |    | C  | C  |    | C   | P    |    |    |    |     |     |     | C    |    | 7.4      |
| Intermediate Care Home                                                                                                                                                                                                                                                                                                                                                                                                     |    |    |    |    |    |    | P  |    | P   |      |    |    |    |     |     |     |      |    |          |
| Jewelry Store                                                                                                                                                                                                                                                                                                                                                                                                              |    |    |    |    |    |    |    |    |     |      |    |    |    |     |     |     |      |    | 7.5      |
| Junk Yard                                                                                                                                                                                                                                                                                                                                                                                                                  |    |    |    |    |    |    |    | C  |     |      |    |    |    |     |     |     |      |    | 7.11     |
| Landfill, Construction and Demolition Waste                                                                                                                                                                                                                                                                                                                                                                                |    |    |    |    |    |    |    |    |     |      |    | C  |    |     |     |     |      |    |          |
| Landfill, Inert Waste                                                                                                                                                                                                                                                                                                                                                                                                      |    |    |    |    |    |    |    |    |     |      |    | C  |    |     |     |     |      |    | 7.11     |
| Landfill, Solid Waste                                                                                                                                                                                                                                                                                                                                                                                                      |    |    |    |    |    |    |    |    |     |      |    | C  |    |     |     |     |      |    | 7.11     |
| Laundromat                                                                                                                                                                                                                                                                                                                                                                                                                 |    |    |    |    |    | P  | P  |    | P   | P    |    |    |    |     |     |     |      |    |          |
| Library                                                                                                                                                                                                                                                                                                                                                                                                                    |    |    |    |    |    |    | P  |    | P   |      |    |    |    |     |     |     |      |    |          |
| Live-Work Unit                                                                                                                                                                                                                                                                                                                                                                                                             |    |    |    |    |    | C  | C  |    | P   | P    |    |    |    |     |     |     |      |    |          |
| Manufacture/Assembly-Appliances                                                                                                                                                                                                                                                                                                                                                                                            |    |    |    |    |    |    |    |    |     |      | C  | P  | P  |     |     |     |      |    |          |
| Manufacture/Assembly-Apparel, Canvas, Cloth or Fabrics                                                                                                                                                                                                                                                                                                                                                                     |    |    |    |    |    |    |    |    |     |      | P  | P  | P  |     |     |     |      |    |          |
| Manufacture/Assembly-Chemicals or Chemical Products or Pharmaceuticals                                                                                                                                                                                                                                                                                                                                                     |    |    |    |    |    |    |    |    |     |      |    | P  | P  |     |     |     |      |    |          |
| Manufacture/Assembly-Communication Equipment                                                                                                                                                                                                                                                                                                                                                                               |    |    |    |    |    |    |    |    |     |      | P  | P  | P  |     |     |     |      |    |          |
| Manufacture/Assembly-Electronic Components                                                                                                                                                                                                                                                                                                                                                                                 |    |    |    |    |    |    |    |    |     |      | P  | P  | P  |     |     |     |      |    |          |
| Manufacture/Assembly-Electronic Transmission or Distribution Equipment                                                                                                                                                                                                                                                                                                                                                     |    |    |    |    |    |    |    |    |     |      | P  | P  | P  |     |     |     |      |    |          |
| Manufacture/Assembly-Engineering, Scientific or Research Equipment                                                                                                                                                                                                                                                                                                                                                         |    |    |    |    |    |    |    |    |     |      | P  | P  | P  |     |     |     |      |    |          |
| Manufacture/Assembly - Food Products                                                                                                                                                                                                                                                                                                                                                                                       |    |    |    |    |    |    |    |    |     |      | P  | P  | P  |     |     |     |      |    |          |

| USE DESCRIPTION                                                                                                                                                                                                                                                        | AG | AR | R1  | R2 | R3 | C1 | C2 | C3 | TCO | MXD3 | I1 | I2 | I3   | LR1 | LR2 | LR3 | LTCO | RC | See Sec. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|-----|----|----|----|----|----|-----|------|----|----|------|-----|-----|-----|------|----|----------|
| Permanent Sawmill or Planning Mill                                                                                                                                                                                                                                     |    |    |     |    |    |    |    |    |     |      |    | P  |      |     |     |     |      |    |          |
| Personal Care Home                                                                                                                                                                                                                                                     | C  | C  | C   | C  |    |    |    |    |     |      |    |    |      |     |     |     |      |    | 7.30     |
| Personal Instruction - Classroom                                                                                                                                                                                                                                       | P  | P  | P   | P  | P  |    |    |    |     |      |    |    |      | P   | P   | P   |      |    | 7.39     |
| Personal Instruction - Workshop                                                                                                                                                                                                                                        | P  | P  |     |    |    |    |    |    |     |      |    |    |      |     |     |     |      |    | 7.39     |
| Planned Commercial Development                                                                                                                                                                                                                                         |    |    |     |    |    |    |    |    |     | C    | P  | P  | P    |     |     |     |      |    | 7.7      |
| Planned Industrial Park                                                                                                                                                                                                                                                |    |    |     |    |    |    |    |    |     |      |    |    |      |     |     |     |      |    | 7.16     |
| Portable Band Saw Sawmill, provided the mill and storage areas are not closer than 400 ft. to a property line                                                                                                                                                          | C  | C  |     |    |    |    |    |    |     |      |    |    |      |     |     |     |      |    |          |
| Printing and Publishing Plants                                                                                                                                                                                                                                         |    |    |     |    |    |    | P  | P  |     |      | P  | P  | P    |     |     |     |      |    |          |
| Printing, Blueprinting, Bookbinding, Photo Stating, Lithography                                                                                                                                                                                                        |    |    |     |    |    |    | P  | P  | P   |      |    |    |      |     |     |     |      |    |          |
| Professional or Business Office                                                                                                                                                                                                                                        |    |    |     |    |    | P  | P  |    | P   | P    | P  |    | P(a) |     |     |     | P    |    |          |
| Professional Service Establishment                                                                                                                                                                                                                                     |    |    |     |    |    |    |    |    | P   | P    |    |    |      |     |     |     |      |    |          |
| Public Utility Structures, Buildings and Substations (k)                                                                                                                                                                                                               | P  | P  | P   | P  | P  | P  | P  | P  | P   | P    | P  | P  | P    | P   | P   | P   | P    | P  |          |
| Radio Station                                                                                                                                                                                                                                                          | C  |    |     |    |    |    |    | P  |     |      | P  | P  |      |     |     |     |      |    |          |
| Recreational Facilities                                                                                                                                                                                                                                                | C  |    | C   | C  | C  |    |    |    | P   | P    |    |    |      | C   | C   | C   | C    |    | 7.17     |
| Recreational Vehicle Parks                                                                                                                                                                                                                                             |    |    |     |    | C  |    |    |    |     |      |    |    |      |     |     | C   |      |    | 7.18     |
| Recycling Facilities                                                                                                                                                                                                                                                   |    |    |     |    |    |    |    |    |     |      | C  | C  |      |     |     |     |      |    | 7.31     |
| Regional Distribution Headquarters, incl. indoor storage                                                                                                                                                                                                               |    |    |     |    |    |    |    |    |     |      | C  | C  | C    |     |     |     |      |    |          |
| Rental, Long Term (Home)                                                                                                                                                                                                                                               | P  | P  | P   | P  | P  |    |    |    | C   | C    |    |    |      | P   | P   | P   |      |    | 7.29     |
| Rental, Short Term (Home)                                                                                                                                                                                                                                              | C  |    |     |    | C  |    |    |    | P   |      |    |    | P    |     |     |     |      |    |          |
| Research Development and Testing Laboratories                                                                                                                                                                                                                          |    |    |     |    |    |    |    |    |     |      |    |    |      |     |     |     |      |    |          |
| Rental Store                                                                                                                                                                                                                                                           |    |    |     |    |    |    |    | P  |     |      |    |    |      |     |     |     |      |    |          |
| Repair Shop-appliances & household                                                                                                                                                                                                                                     |    |    |     |    |    |    |    |    | P   | P    |    |    |      |     |     |     |      |    |          |
| Residential Home Occupations                                                                                                                                                                                                                                           | P  | P  | P   | P  | P  |    |    |    | P   | P    |    |    |      | P   | P   | P   | C    |    | 7.20     |
| Restaurant                                                                                                                                                                                                                                                             |    |    |     |    |    | P  | P  | P  | P   | P    |    |    |      |     |     |     | P    | C  |          |
| Restaurant, incl. drive in                                                                                                                                                                                                                                             |    |    |     |    |    |    | P  |    | P   | C    |    |    |      |     |     |     | C    |    |          |
| Retail Sales for Recreation Oriented Merchandise                                                                                                                                                                                                                       |    |    |     |    |    |    |    |    |     |      |    |    |      |     |     |     | P    | C  |          |
| Rural Home Occupations                                                                                                                                                                                                                                                 | P  | P  |     |    |    |    |    |    |     |      |    |    |      |     |     |     |      |    | 7.21     |
| Sale of Products grown, produced or processed on premises owned by seller, provided the Director has determined that there are adequate pull off lanes and parking available, and the use does not adversely affect future adjacent residential uses or impede traffic | P  | P  | (d) |    |    | P  | P  | P  |     |      | P  | P  |      |     |     |     |      |    |          |
| Schools, Dance, Martial Arts, Etc.                                                                                                                                                                                                                                     |    |    |     |    |    | P  | P  |    | P   | P    |    |    |      |     |     |     |      |    |          |
| Schools, Kindergartens & Playgrounds                                                                                                                                                                                                                                   |    |    |     |    |    |    |    |    | P   | P    |    |    |      |     | C   | C   |      |    |          |
| Schools, Private (j)                                                                                                                                                                                                                                                   | C  | C  | C   | C  | C  |    |    |    | P   | P    |    |    | C    | C   | C   | C   | C    |    |          |

- See Section 7.26 for Permitted Tower Types
- (a) Permitted as an accessory use only
- (b) Serving the principle use only
- (c) Excluding uses such as incinerators, sanitary landfills, transfer stations, garages, machine shops, equipment and material storage yards, etc. Approved structures shall be properly screened and architecturally harmonious with the general character of the surrounding area.
- (d) Minimum five (5) acres required for Permitted Use, use is conditional if under 5 acres
- (e) Associated with Service & Fueling Station
- (f) Must include appropriate screening
- (g) One person only, as a Residential Home Occupation
- (h) Not to exceed two (2) consecutive months in a calendar year
- (i) All state and federal licenses must be obtained, and a copy of such provided to the Morgan County Planning and Development Office, prior to operation.
- (j) Schools must be located on a lot fronting an arterial or collector street. All buildings must be a minimum 50 ft. from any property line. A ten (10) ft. buffer is required along exterior boundary lines that do not border the frontage street and may not extend into the required front yard. Buffers should consist of evergreen trees & shrubs that will grow at least eight (8) feet in five (5) years.
- (k) A complete development sketch is required showing the following: No storage structure shall be located within 20 ft of a property boundary; a minimum twenty (20) ft vegetated buffer shall be provided along property lines or within sixty (60) ft of the developed area; the buffer shall consist of evergreen trees and shrubs that will grow at least six (6) ft within three (3) years.
- (l) Confinement areas (open or enclosed) related to confined animal operations (excluding dairies), including but not limited to, poultry houses, feed lots, hog parlors, hog lots, or other structures containing livestock manure shall be set back a minimum of 400 feet from the front property line, 200 feet from the side and rear property lines, 100 feet from state water and 400 feet from any residence not occupied by the owner or caretaker. Poultry houses are limited to eight (8) 25,000 sqft or six (6) 39,200 sqft confinement areas per property. Minimum distance between property lines of confined animal feeding operations is a one half (1/2) mile. Structures related to dairies must be set back 200 feet from any property line. This ordinance does not affect active grandfathered structures (with current production), provided that the above setbacks or formerly approved variances are maintained.
- (m) May only be used in conjunction with construction work and must be removed immediately upon completion of construction. No temporary building may be used for residential use or maintained for office space or storage.
- (n) In agricultural or residential zoning districts, Permitted as a Residential or Rural Home Occupation only.
- (o) Confined Animal Feeding Operations are prohibited in residentially zoned areas.
- (p) In residential zoning districts, the primary dwelling shall be constructed prior to any accessory building. In the AG zoning district, and in the AR zoning district with 5 acres or more, agricultural structures may be constructed before the primary dwelling.



## STAFF REPORT

### MORGAN COUNTY PLANNING COMMISSION

#### PETITION FOR: CONDITIONAL USE – COMMUNITY CHURCH

|                      |                           |
|----------------------|---------------------------|
| Property location:   | Confederate Road          |
| Property tax parcel: | 012-161                   |
| Acreage:             | 10 acres                  |
| Applicant:           | Solid Rock Baptist Church |
| Applicant's Agent:   | Mike Franklin- Pastor     |
| Property Owner:      | Jeff and Cathy Vines      |
| Existing Use:        | Vacant                    |
| Proposed Use:        | Community Church          |

#### Summary

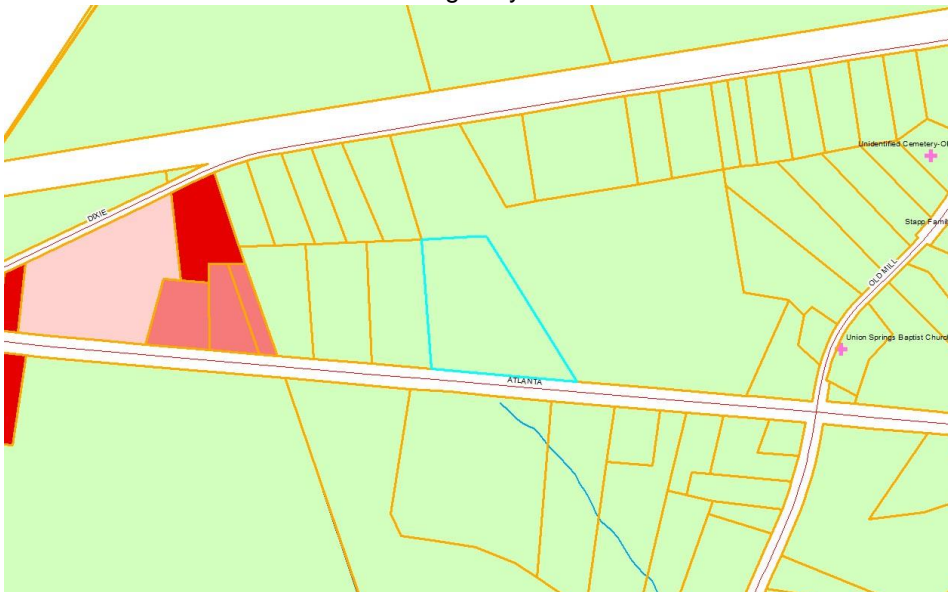


Solid Rock Baptist Church is requesting conditional use approval for a community church on 10 acres located on Atlanta Highway. Solid Rock is an existing church in Covington and is seeking to move the church to Morgan County. The property is currently vacant and is bordered by one residence and a power easement. Please note the property line is shown incorrectly in the aerial photo above; the property line extends to the center of the easement. See attached recorded plat.





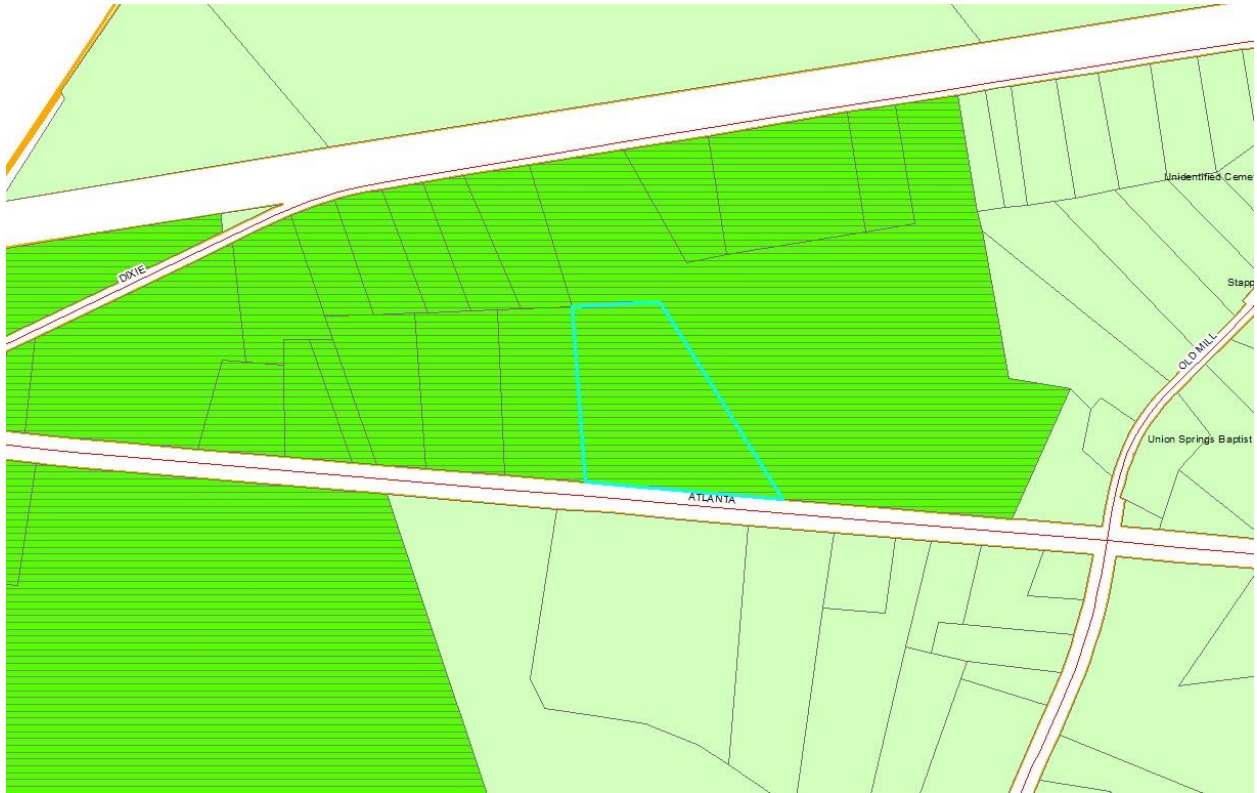
The property is located on Atlanta Highway between Old Mill Road and the county line. For reference, the old Cowboys location is marked with a red star in the photo above. GDOT approval will be required for the church entrance from Atlanta Highway, which has already been discussed with church representatives. If approved, the church may purchase an additional 5 acres (shown outlined in red) which would connect them to Dixie Highway and allow for a second entrance.



The property is zoned Agricultural Residential (AR) and is surrounded by AR zoning. The area around the intersection of Dixie Highway and Atlanta Highway has several parcels that are commercially zoned.

Please see attached for site plan and floor plan. The church is proposing a metal building with a seating capacity of 399. They

are aware the parking lot requires pavement. The church intends to develop the property in phases, which the main church building followed by a ballfield and a concession/restrooms building. The church may expand ministry services with another building in the future, but that is not part of this application. One Sunday service is currently planned, with Wednesday afternoon bible study.



The Character Area Map from the Comprehensive Plan shows the area as Transitional. Development patterns within this district includes residential, retail/commercial, office, industrial, entertainment and agricultural. The goal is to make appropriate transitions from commercial areas and high- density residential development to low density residential and agricultural uses.

#### Section 7.19.1 Stand-Alone Churches

When permitted or approved as a conditional use in a zoning district, stand-alone churches and their customary accessory buildings shall:

- Be located on a lot with a minimum of two (2) acres that fronts on a public right of way or a private street that connects with a public right of way;
- Be set back a minimum of fifty (50) feet from all property lines;
- Have a minimum ten (10) foot wide natural or planted buffer provided within the required setback;
- Meet the parking requirements for the occupancy load;
- Require a conditional use permit for any new church or accessory use such as fellowship halls, ball fields, shelters, pavilions, schools, class room buildings, etc.

#### **Criteria for Consideration**

Section 21.3.1 Required Findings from Conditional Use Approval from the Morgan County Zoning Ordinance:

1. Adequate provision is made by the applicant to reduce any adverse environmental impacts of the proposed use to an acceptable level;

2. Vehicular traffic and pedestrian movement on adjacent streets will not be substantially hindered or endangered;
3. Off-street parking and loading, and the entrance to and exit from such parking and loading, will be adequate in terms of location, amount and design to service the use;
4. Public facilities and utilities are capable of adequately serving the proposed use;
5. Granting the request would not be an illogical extension of a use which would introduce damaging volumes of (1) agricultural, (2) commercial, (3) industrial, or (4) high density apartment use into a stable neighborhood of well-maintained single family homes, and likely lead to decreasing surrounding property values, neighborhood deterioration, spreading of blight, and additional requests of a similar nature which would expand the problem;
6. Granting the request would not lead to congestion, noise and traffic hazards or overload public facilities, current or planned;
7. Granting the request would conform to the general expectation for the area population growth and distribution according to the Comprehensive Land Use Plan;
8. Granting the request would not lead to a major negative change in existing (1) levels of public service, (2) government employees or (3) fiscal stability;
9. Granting the request would not have a “domino effect,” in that it becomes the opening wedge for further rapid growth, urbanization or other land-use change beyond what is indicated in the Comprehensive Land Use Plan.

#### Staff Comments

The submitted plan meets the county regulations for churches, including the setbacks, landscape buffers and state water buffers (for the creek on the property). The plan indicates there are 100 parking spaces, which meets the requirements for 400 non-fixed seats. The floor plan has not been reviewed for code compliance but shows the general concept for the layout. For clarification, the church is seeking approval of the church complex, including the church building, the ballfield and a concession stand, to be constructed in phases.



August 19, 2021

Morgan county Planning & Development  
P.O Box 1357  
150 E Washington Street Suite 200  
Madison, GA 30650

Dear Commissioners,

I write you today in conjunction with the application of Solid Rock Baptist Church of Covington, Inc. to build a church facility in Morgan County. We are requesting to build a church on the site of 5841 Atlanta Hwy in Rutledge. The site is made up of two five-acre parcels. We have placed this parcel of land under contract pending approval by your administration.

Solid Rock Baptist Church was founded in 1989. Since that time, we have been located in Covington, GA. Our church's main focus is reaching the lost in our community. We have established many ministries over the years in an effort fulfil that call including a food pantry, recreation ministry for children and adults and free medical clinic, just to name a few. It is our prayer that we will bring the same level of outreach to the Rutledge community as we have for so many years in Covington.

We seek a Conditional Use Permit and have filed all required submissions to this point. It is our desire to embrace any and all legal conditions toward that end.

We plan to construct a steel structured facility of approximately 20,000 square feet. The facility will be internally and externally constructed to meet all Morgan County codes and requirements, including paved parking lots. The occupancy will accommodate up to 399 people. Our current congregation is approximately 200. This will allow needed room for growth.

It is our intention in the future to add softball fields on the back side of the property as well as a concession stand with restrooms. We also have future plans to move our food pantry to the Rutledge location, however we have no plans to construct a building at this time.

Our services will be held on Sunday mornings at 11AM. If the need arises with growth, we will also hold a 9:45 AM service. Wednesday evening bible studies and small groups for adults, youth and children will be held at 6:30 PM.

We are grateful for your consideration and assistance during this process. We are very excited to see what God has in store for Solid Rock in Morgan County.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike L. Franklin", with a stylized flourish at the end.

Mike Franklin  
Senior Pastor  
Solid Rock Baptist Church



Atlanta Hwy Looking West



Atlanta Hwy Looking East





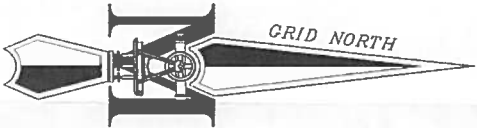
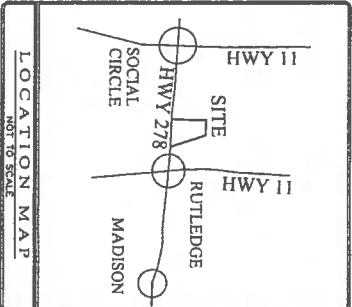


THIS PROPOSAL AND ASSOCIATED DOCUMENTATION IS PROPERTY OF STEELCO BUILDINGS, INC. AND SHALL NOT BE SHARED WITHOUT OUR CONSENT.

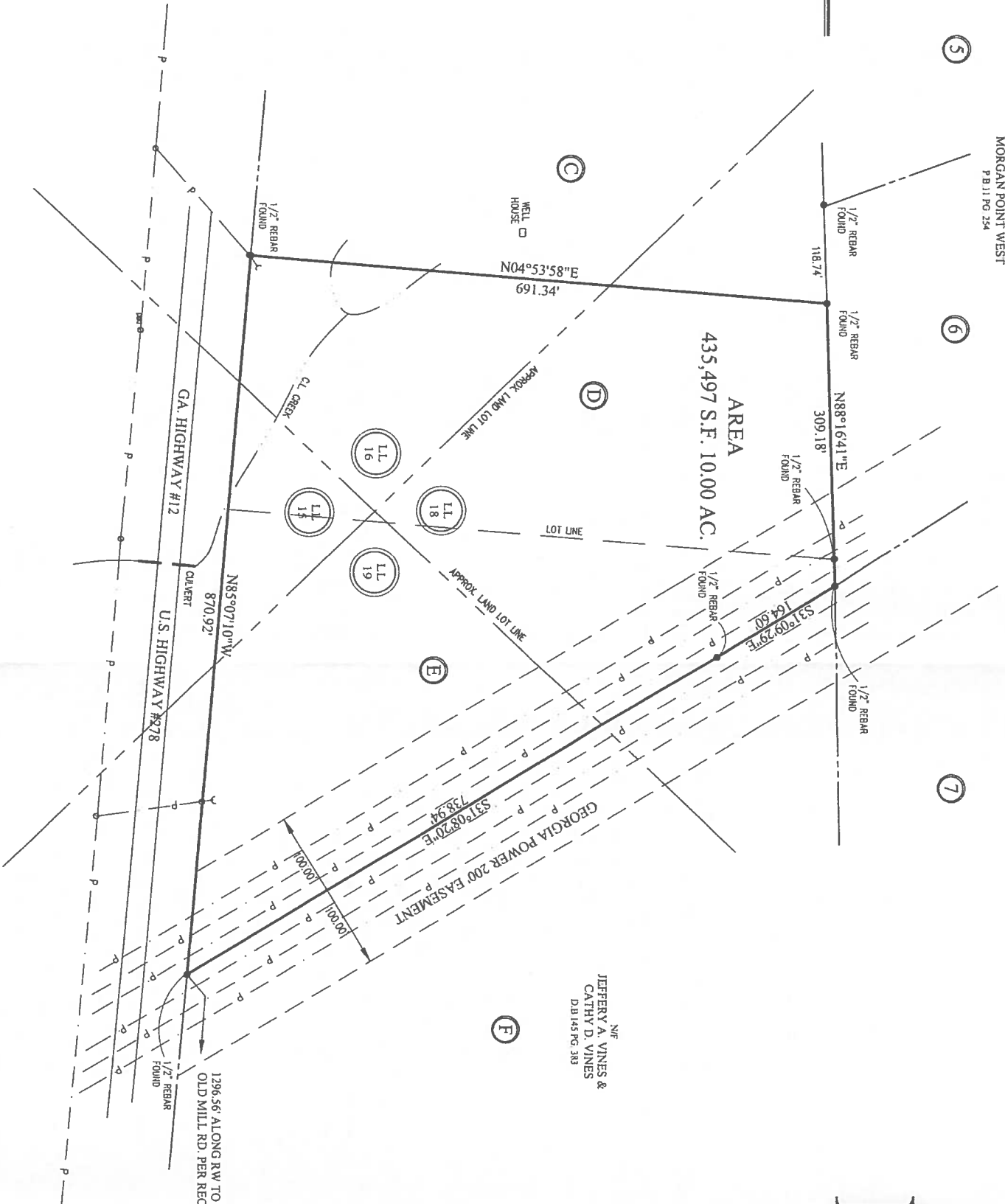


**SteelCo**  
BUILDINGS, INC.

PO Box 1447 • Covington, GA 30015  
ph 678-212-2190  
[www.steelcobuildings.com](http://www.steelcobuildings.com)



- POWER POLE  
POWER POLE W/ GUY WIRE  
POWER POLE W/ LIGHT  
UNKNOWN UTILITY STRUCTURE  
FIRE HYDRANT  
WATER MANHOLE  
WATER METER  
WATER VALVE  
TELEPHONE BOX  
GAS METER  
GAS VALVE  
SANITARY SEWER MANHOLE  
CLEAN OUT  
JUNCTION BOX/STORM SEWER MANHOLE  
HEADWALL  
CATCH BASIN  
CITY OF ATLANTA CATCH BASIN  
DROP INLETS  
STORM SEWER LINE  
CURB INLET  
FLARED END SECTION  
SQUARE OUTLET CONTROL STRUCTURE  
ROUND OUTLET CONTROL STRUCTURE  
APPROXIMATE LOCATION OF MANHOLE  
-NOT LOCATED BY THIS SURVEYOR-  
SUBDIVISION LOT NUMBER  
LAND LOT IDENTIFICATION  
PROPERTY CORNER  
FIELD LOCATED PIN (AS NOTED)  
CONCRETE MONUMENT FOUND  
DISK CONTROL MARKER (AS NOTED)  
TEMPORARY BENCHMARK  
FENCE POST  
OVERHEAD POWER LINE  
OVERHEAD TELEPHONE LINE  
OVERHEAD CABLE TELEVISION LINE  
OVERHEAD GUY WIRE  
UNDERGROUND POWER LINE  
-UP-  
-UT-  
-G-  
-W-  
-ST-  
SANITARY SEWER LINE  
IRON PIN SET  
IRON PIN FOUND  
DRAINAGE EASEMENT  
S.S.E.  
ACCESS EASEMENT  
BUILDING SETBACK LINE  
LAND LOT  
LAND LOT LINE  
POINT OF BEGINNING  
NOW OR FORMERLY  
RIGHT-OF-WAY  
DEED BOOK  
PLAT BOOK  
PAGE



JEFFERY A. VINES &  
CATHY D. VINES  
D.B. 145 PG. 313

**FLOOD HAZARD NOTE**  
This property does not lie within a 100 year flood hazard zone as defined by the F.E.M.A. Flood Insurance Rate Map of Morgan County, Georgia and incorporated areas. Map number 13211C0070A, effective on 02/15/2002.

This plat was prepared for the exclusive use of the person, persons, or entity named in the certificate hereon. Said certificate does not extend to any unnamed person without an express recertification by the surveyor naming said person.

Information regarding the rapid presence, this character and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and structures not shown may be present. The user of this information shall be responsible for the consequences of its use. The surveyor is not responsible for the correctness or sufficiency of this information.

This map or plat has been calculated for closure and is found to be accurate within 1 foot in 467,000 feet. Bearings shown hereon are based on GPS observations using Carlson receivers (base and rover). This relative positional accuracy as calculated according to the Federal Geographic Data Committee Part 3 (National Standard for spatial data accuracy) is 0.04 FT. Horizontally at a 95% confidence level.

**REFERENCES**

D.B. 369 PG. 692  
**NOTE:**  
1. THIS SURVEY WAS AUTHORIZED BY AUSTIN MCQUEEN  
2. ALL WRITERS OF TITLE ARE EXCEPTED  
3. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY, PUBLIC OR PRIVATE.

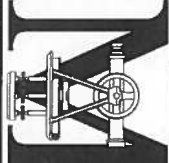
This plat was prepared for the archiving use of the person, persons, or entity named in the certificate hereon. Said certificate does not extend to any unnamed person without an express recertification by the surveyor naming said person.  
This survey was made without the benefit of a current title commitment. Easements and encumbrances may exist which benefit and burden this property.

RETRACEMENT SURVEY FOR:

AUSTIN MCQUEEN



CHRISTOPHER E. MOORE & ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYING  
848 FAIRWAY DRIVE - MONROE, GA. 30655  
Phone: (770) 963-7418 www.cemalands.com





## MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy 11/2/2021

Type of Request:

New Business

Wording for the Agenda:

Resolution 2021-RES-017 - Northeast Georgia Regional Solid Waste Management Plan

Background/History/Details:

Northeast Georgia Regional Solid Waste Management Plan Update

What action are you seeking from the Board of Commissioners?

Motion to approve resolution 2021-RES-017

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

No

Backup Provided with Request?

No

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

Yes

Staff Notes:

**MORGAN COUNTY RESOLUTION TO ADOPT  
THE NORTHEAST GEORGIA REGIONAL SOLID WASTE MANAGEMENT PLAN**

STATE OF GEORGIA  
COUNTY OF MORGAN

**WHEREAS**, the Georgia General Assembly enacted the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. Section 12-8-31.1), as amended in 2011, which requires county and municipal governments to develop or be included in a comprehensive solid waste management plan; and

**WHEREAS**, the update of the Northeast Georgia Regional Solid Waste Management Plan has been prepared on behalf of and includes the solid waste management plans of all municipalities within the jurisdiction of the Northeast Georgia Regional Solid Waste Management Authority; and

**WHEREAS**, the update of the Northeast Georgia Regional Solid Waste Management Plan has been prepared in compliance with the Georgia Comprehensive Solid Waste Management Act, as amended in 2011, and the minimum public participation and other procedural requirements have been met or exceeded.

**NOW, THEREFORE, BE IT RESOLVED** by Morgan County that the update of the Northeast Georgia Regional Solid Waste Management Plan is accepted, and furthermore, that the Northeast Georgia Regional Commission shall be notified of said adoption in writing within seven (5) days of the adoption of this resolution.

SO ADOPTED THIS 2<sup>nd</sup> DAY OF November 2021.

**MORGAN COUNTY, GEORGIA,**  
Acting by and through its Board of Commissioners

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Philipp von Hanstein, Chairman

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Ben Riden, Jr. Vice-Chair

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Andrew A. Ainslie, Jr., Commissioner



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Donald B. Harris, Commissioner

---

Bill Kurtz, Commissioner

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Attest: Leslie Brandt, County Clerk



## MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy

11/2/2021

Type of Request:

New Business

Wording for the Agenda:

Resolution 2021-RES-018 - Redistricting 2021

Background/History/Details:

Every 10 years in conjunction with the latest census data, counties must ensure that all districts are as close to equal representation based on total population. Morgan County worked with the state reapportionment office to create a district map that would be closest to equal population totals. All members of the Board of Commissioners have reviewed the proposed changes.

In addition to the BOC districts, the BOE also share the same district boundaries. The school superintendent and members of the BOE have also reviewed the map revision proposed changes.

The legal advertisement requirement has been met.

What action are you seeking from the Board of Commissioners?

Motion to approve resolution 2021-RES-018

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

No

Backup Provided with Request?

No

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

Yes

Staff Notes:

**RESOLUTION – REDISTRICTING 2021**

STATE OF GEORGIA  
COUNTY OF MORGAN

**WHEREAS**, following receipt of relevant 2020 Census data, the Board of Commissioners of Morgan County, Georgia undertook to consider the formulation of new district boundaries;

**WHEREAS**, after careful study and examination, the Board has determined that the redistricting plan represented by the materials attached hereto as Exhibit A (the “Redistricting Plan”) fully conforms to all requirements imposed by law and is otherwise in the best interest of the public;

**WHEREAS**, the Board desires to indicate its endorsement and approval of the Redistricting Plan and authorize such further action as is necessary to implement the same prior to the 2022 General Election; and

**WHEREAS**, the Notice of Intent to Introduce Local Legislation adopting the Redistricting Plan has been publicly advertised in the legal organ of Morgan County, the Morgan County Citizen.

**NOW, THEREFORE, BE IT RESOLVED**, that the findings and determinations set forth in the foregoing recitals, as well as the exhibits specified herein and attached hereto, are incorporated in the body of this Resolution in their entirety by this reference.

**BE IT FURTHER RESOLVED**, as follows:

The Board hereby endorses and approves the Redistricting Plan for all purposes under the law, and authorizes and directs the County Manager and the County Attorney to submit said Redistricting Plan to the General Assembly for enactment, and to take such further action as may be necessary or desirable to effect and fully implement the same.

Any and all action taken by the Board or its officers, members or attorneys prior to the date hereof in connection with the Redistricting Plan is hereby ratified and affirmed to the extent necessary to effect the purpose of this Resolution.

This Resolution shall take effect immediately upon its adoption as set forth herein and the Clerk of the Board or other appropriate official shall place of public record this Resolution in the minutes of the Board.

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

**MORGAN COUNTY, GEORGIA,  
Acting by and through its Board of Commissioners**

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**Philipp Von Hanstein, Chairman**

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**Ben M. Riden, Jr., Vice-Chairman**

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**Andrew A. Ainslie, Jr., Commissioner**

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**Donald B. Harris, Commissioner**

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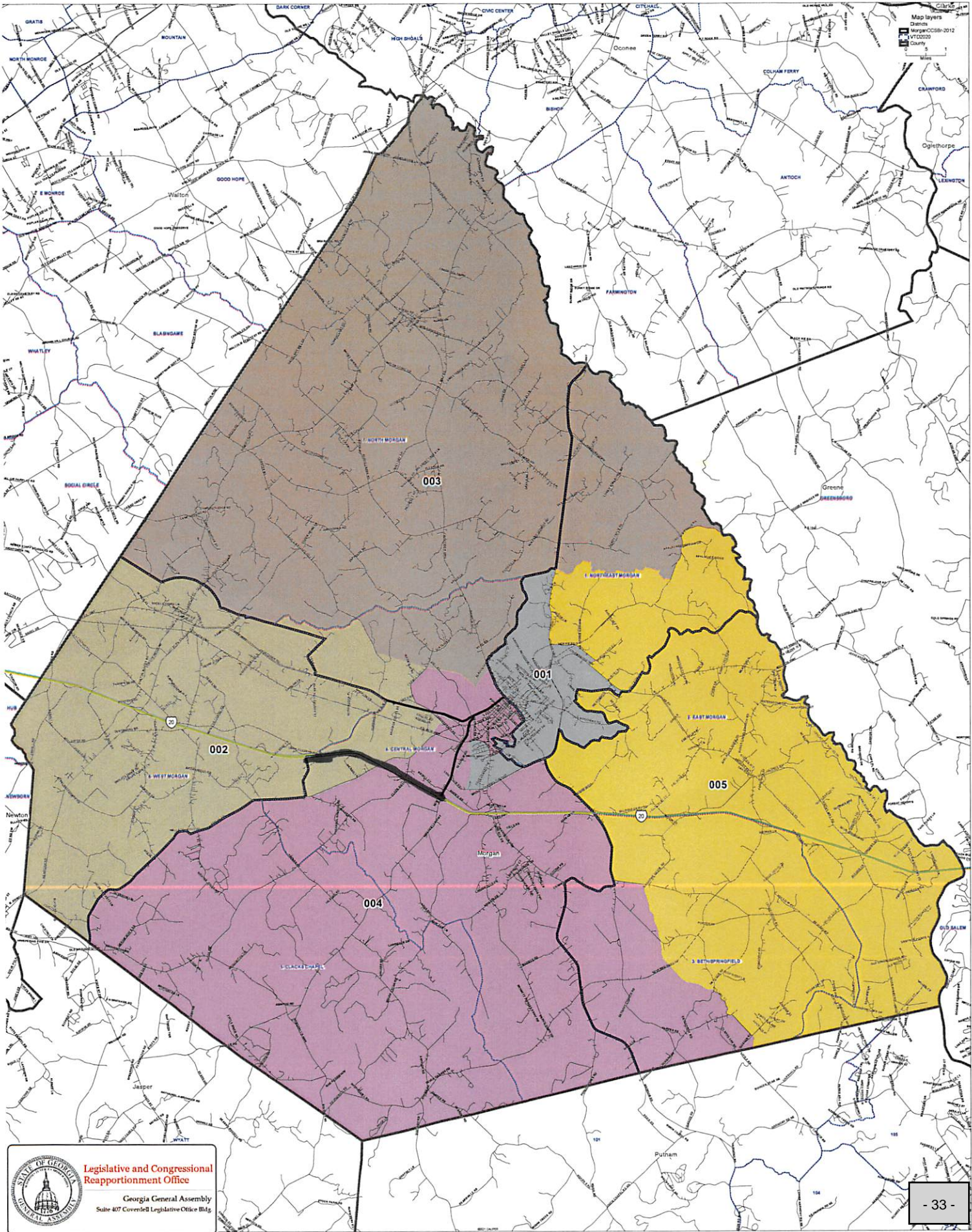
**Bill Kurtz, Commissioner**

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**Attest: Leslie Brandt, County Clerk**



EXHIBIT A  
Morgan County Commission & School Board - Draft

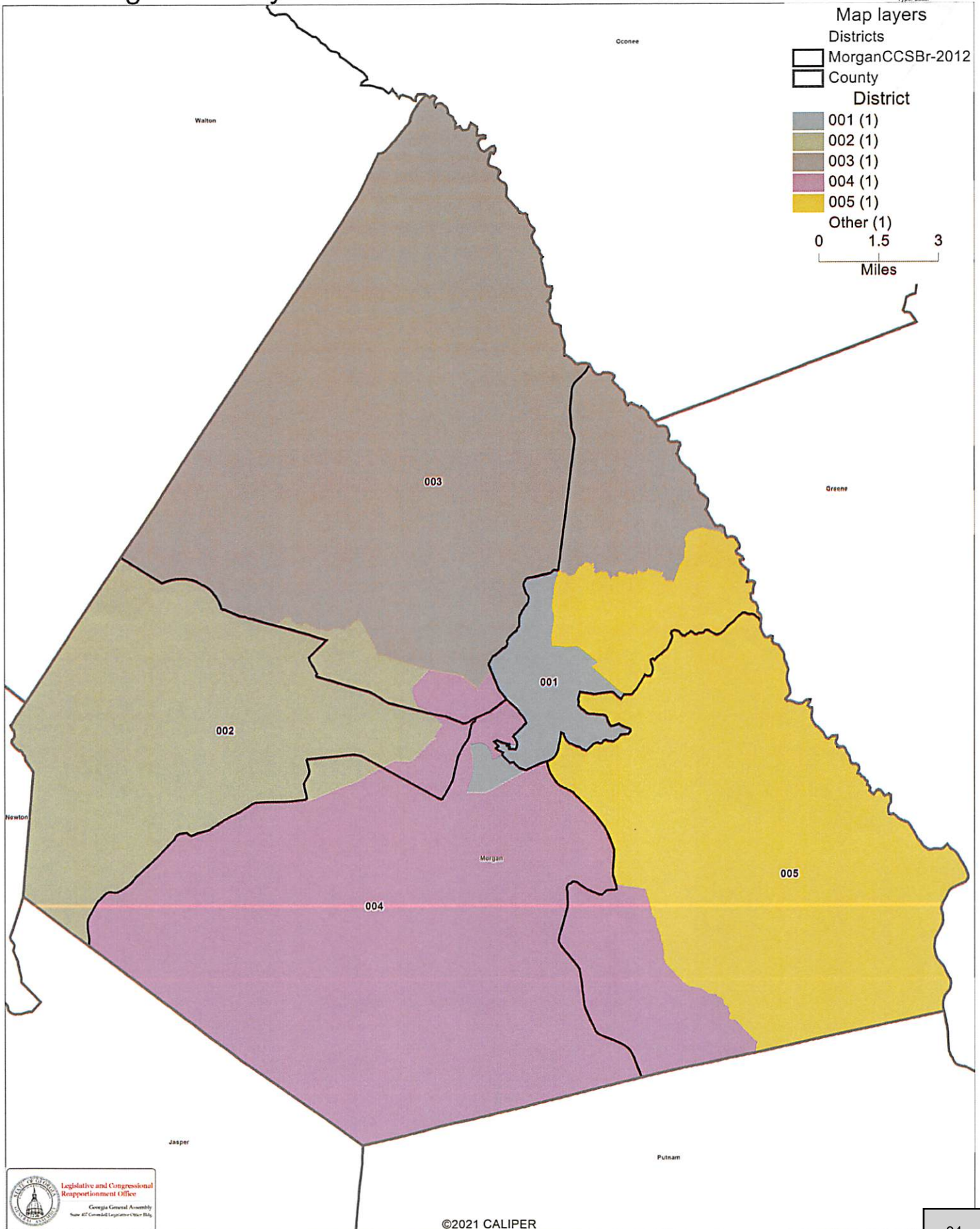




# EXHIBIT A

## Morgan County Commission & School Board Districts - Draft

Client: Morgan  
Map: morganccsb-draft-2021  
Type: Local





## MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy 11/2/2021

Type of Request:

New Business

Wording for the Agenda:

SDS Update

Background/History Details:

Earlier this year, the Joint Development acquired additional acreage for Stanton Springs. In order to properly market and develop this new portion of the park, the authority must have discretion to designate the most appropriate service provider based on ability to serve. As such, the 2019 SDS should be amended to allow for such discretionary rights as it pertains to the area owned by the JDA.

What action are you seeking from the Board of Commissioners?

Motion to adopt resolution 2021-RES-019 and submit the necessary forms to the Georgia Department of Community Affairs to amend the 2019 Service Delivery Strategy.

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

No

Backup Provided with Request?

Yes

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

Yes

Staff Notes:

**RESOLUTION OF  
MORGAN COUNTY, GEORGIA**

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

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

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

WHEREAS, in 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, Morgan County and its cities seek to amend Morgan County’s Service Delivery Strategy as updated in 2019 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, Property Tax Assessment and Collection, Waste Water, Water Supply Treatment and Distribution, Zoning Administration and Zoning Enforcement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Morgan County, Georgia, that the Morgan County Board of Commissioners supports the amendment to the Morgan 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, Property Tax Assessment and Collection, Waste Water, Water Supply Treatment and Distribution, Zoning Administration and Zoning Enforcement. If the Authority expands Stanton Springs or Stanton Springs North by resolution incorporating additional land therein, the Authority’s right to the above-listed service areas shall extend therewith.

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

SO RESOLVED, this 2nd day of November, 2021.



MORGAN COUNTY, GEORGIA,  
Acting by and through its Board of Commissioners

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Philipp Von Hanstein, Chairman

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Ben M. Riden, Jr., Vice-Chairman

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Andrew A. Ainslie, Jr., Commissioner

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Donald B. Harris, Commissioner

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Bill Kurtz, Commissioner

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Attest: Leslie Brandt, County Clerk



**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **MORGAN COUNTY**

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for ALL SDS submittals. 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.)

| OPTION A<br><i>Revising or Adding to the SDS</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | OPTION B<br><i>Extending the Existing SDS</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"><li>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.)</li><li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li><li>6. Complete one copy of the <i>Certifications</i> 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).]</li></ol> | <ol style="list-style-type: none"><li>4. In Section IV type, "NONE."</li><li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> 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).]</li><li>6. Proceed to step 7, below.</li></ol> <div data-bbox="841 1182 1542 1413"><p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p></div> |

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.

MORGAN COUNTY  
CITY OF BOSTWICK  
CITY OF BUCKHEAD  
CITY OF MADISON  
CITY OF RUTLEDGE  
JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY

## **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.

1. AMBULANCE SERVICE
2. ANIMAL CONTROL
3. CEMETERY
4. COURTS
5. ELECTIONS
6. HEALTH AND HUMAN SERVICES
7. JAILS
8. LAND USE PLANNING
9. LAW ENFORCEMENT
10. LIBRARIES
11. PARKS AND RECREATION
12. PUBLIC TRANSPORTATION
13. ROAD/BRIDGE CONSTRUCTION/MAINTENANCE
14. SENIOR CENTER
15. SOLID WASTE COLLECTION/RECYCLING
16. SOLID WASTE DISPOSAL

## **IV. SERVICES THAT ARE BEING REVISED OR 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.

1. BUILDING INSPECTIONS
2. CODE ENFORCEMENT
3. ECONOMIC DEVELOPMENT
4. EMERGENCY MANAGEMENT SERVICES
5. FIRE PROTECTION
6. PROPERTY TAX ASSESSMENT AND COLLECTION
7. WASTE WATER
8. WATER SUPPLY TREATMENT AND DISTRIBUTION
9. ZONING ADMINISTRATION
10. ZONING ENFORCEMENT





**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:**Morgan COUNTY

**Service:***Building Inspections*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County may designate which local government will provide building inspections for property in Stanton Springs and Stanton Springs North. Morgan County serves the unincorporated areas, the City of Rutledge, City of Bostwick and the Town of Buckhead. The City of Madison provides services within its incorporated boundaries.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ **Yes** (if "Yes," you must attach additional documentation as described, below)
- ☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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, 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.).

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                 |
|--------------------------------------|-------------------------------------------------------|
| Morgan County                        | Building Inspection Fees supplemented by General Fund |
| Madison                              | Building Inspection Fees supplemented by General Fund |
| Joint Development Authority          | Building Inspection 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 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:

| <b>Agreement Name</b> | <b>Contracting Parties</b>                                        | <b>Effective and Ending Dates</b> |
|-----------------------|-------------------------------------------------------------------|-----------------------------------|
| IGA.                  | Morgan County and City of Madison                                 | 01/03/2019 - 03/31/2025           |
| IGA                   | JDA, Walton, Newton, Morgan, Jasper Counties<br>and Social Circle | 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, 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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**





**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:**MORGAN COUNTY

**Service:***Code Enforcement*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County may designate which local government will provide code inspection services for property in Stanton Springs and Stanton Springs North. Morgan County serves the unincorporated areas, and all cities within the County**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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, 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.).

| <b>Local Government or Authority</b> | <b>Funding Method</b>             |
|--------------------------------------|-----------------------------------|
| Morgan County                        | Enforcement Fees and General Fund |
| Joint Development Authority          | Enforcement 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 may designate Walton County, Newton County or Morgan County to provide code enforcement 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:

| <b>Agreement Name</b> | <b>Contracting Parties</b>                   | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------------------------|-----------------------------------|
| IGA.                  | Morgan County and City of Buckhead           | 1999 - ongoing                    |
| IGA                   | Morgan County and City of Madison            | 1999 - ongoing                    |
| IGA                   | JDA, Walton, Newton, Morgan, Jasper Counties | March 2, 2021 - March 2071        |
|                       | and Social Circle                            |                                   |
| IGA                   | Morgan County and City of Rutledge           | 1999 - ongoing                    |
| IGA                   | Morgan County and Bostwick                   | 1999 - ongoing                    |

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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**





**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:**MORGAN COUNTY

**Service:***Economic Development*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County may designate who will provide economic development services for property in Stanton Springs and Stanton Springs North. Morgan County, City of Madison and Morgan County Industrial Development Authority, Madison Downtown Development Authority**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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, 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.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|-----------------------|
| Morgan County                        | General Fund          |
| Madison                              | General Fund          |
| JDA                                  | 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 who will provide economic development services on property it owns or controls in Stanton Springs and Stanton Springs North. It currently has contracts with the Walton County Development Authority and the Newton County Industrial Development Authority for providing such services.

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

| <i>Agreement Name</i>      | <i>Contracting Parties</i>                           | <i>Effective and Ending Dates</i> |
|----------------------------|------------------------------------------------------|-----------------------------------|
| Development Services Agre. | JDA and Walton County Development Authority          | May 29, 2018 - May 30, 2023       |
| Development Services Agre. | JDA and the Newton County Industrial Development Aut | July 2020 - 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?

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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**





**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:**MORGAN COUNTY

**Service:***Emergency Management Services*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County may designate who will provide services for property in Stanton Springs and Stanton Springs North. Morgan County provides services to the unincorporated County and the Cities of Bostwick, Rutledge and Buckhead. The City of Madison provides services within its corporate limits.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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, 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.).

| <i>Local Government or Authority</i> | <i>Funding Method</i>                 |
|--------------------------------------|---------------------------------------|
| Morgan County                        | General Fund and Special Revenue Fund |
| Madison                              | 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 who will provide services on property it owns or controls in 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:

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| IGA.                  | Morgan County and Madison  | 01/03/2019 - 03/31/2025           |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**



**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:**MORGAN COUNTY

**Service:***Fire Protection*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County may designate who will provide fire services for property in Stanton Springs and Stanton Springs North. Morgan County provides services to the unincorporated County and the Cities of Bostwick, Rutledge and Buckhead. The City of Madison provides services within its corporate limits.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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, 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.).

| <i>Local Government or Authority</i> | <i>Funding Method</i>                              |
|--------------------------------------|----------------------------------------------------|
| Morgan County                        | General Fund, User Fees, SPLOST (capital projects) |
| Madison                              | General Fund, User Fees, SPLOST (capital projects) |
|                                      |                                                    |
|                                      |                                                    |
|                                      |                                                    |
|                                      |                                                    |

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 who will provide fire services on property it owns or controls in 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:

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| IGA                   | Morgan County and Madison  | 01/03/2019 - 03/31/2025           |
| IGA                   | JDA and Social Circle      | 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, 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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**



**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:**MORGAN COUNTY

**Service:***Property Tax Assessment and Collection*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County and its four member counties have set forth a system for assessing and collecting taxes in Stanton Springs and Stanton Springs North as stated in the Revenue Sharing Agreement and the Tax Assessor Procedures Manual.**

**Morgan County provides assessment services to the unincorporated County and the Cities. Morgan County collects taxes for unincorporated Morgan County and the Cities of Madison and Rutledge. The Cities of Bostwick, and Buckhead collect taxes within their municipal limits.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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).



## 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.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|-----------------------|
| Morgan County                        | General Fund          |
| Bostwick                             | General Fund          |
| Buckhead                             | 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 who will provide tax assessing and collection services for property it owns or controls in Stanton Springs and Stanton Springs North in accordance with the Revenue Sharing Agreement.

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

| <i>Agreement Name</i>      | <i>Contracting Parties</i>                                                                                                                                      | <i>Effective and Ending Dates</i> |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| .Revenue Sharing Agreement | JDA, Newton County, Newton School District, Morgan County, Morgan School District, Jasper County, Jasper School District, Walton County, Walton School District | 09/20/2016                        |
| IGA                        | Morgan Co. -Madison, Rutledge, Bostwick, Buckhead                                                                                                               | 05/20/2021 - 12/31/2024           |
| Service Delivery Agreement | Morgan County- All Cities                                                                                                                                       | October 1, 1999 - Ongoing         |
|                            |                                                                                                                                                                 |                                   |

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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**





**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:**Morgan COUNTY

**Service:**Waste Water

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County designates who will provide wastewater services to Stanton Springs and Stanton Springs North. It currently has an agreement with the Newton County Water & Sewer Authority to provide wastewater services. Morgan County does not provide sewer services. Madison and Rutledge have provide sewer service within the municipal boundaries**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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, 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.).

| <i>Local Government or Authority</i> | <i>Funding Method</i>                       |
|--------------------------------------|---------------------------------------------|
| Madison                              | General Fund, User Fees, Grant Funds, Loans |
| Rutledge                             | General Fund, User Fees, Grant Funds, Loans |
|                                      |                                             |
|                                      |                                             |
|                                      |                                             |
|                                      |                                             |

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 who will provide waste water services on property it owns or controls in Stanton Springs and Stanton Springs North. It currently contracts with the Newton County Water & Sewer Authority to provide this service.

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

| <i>Agreement Name</i>           | <i>Contracting Parties</i>                                                           | <i>Effective and Ending Dates</i> |
|---------------------------------|--------------------------------------------------------------------------------------|-----------------------------------|
| IGA re Sewer Service            | JDA, Walton County, Newton County, Morgan County<br>and Jasper County, Social Circle | 7/23/2002 - 7/23/2052             |
| IGA re Stanton Springs North    | JDA and Social Circle                                                                | April 2021 - April 2071           |
| Utility Service Delivery Agree. | Morgan County and all Cities                                                         | October 1, 1999 - Ongoing         |
|                                 |                                                                                      |                                   |
|                                 |                                                                                      |                                   |

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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**





**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:**Morgan COUNTY

**Service:**Water Supply Treatment and Distribution

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County designates who will provide waster supply, treatment and distrbution services to Stanton Springs and Stanton Springs North. It currently has an agreement with the Newton County Water & Sewer Authority to provide these services.**

**Morgan County does not provide water services. Madison, Buckhead, Bostwich and Rutledge provide water service within their municipal boundaries.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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).

**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.).

| <b>Local Government or Authority</b> | <b>Funding Method</b>                        |
|--------------------------------------|----------------------------------------------|
| Madison                              | General Fund, User Fees, Grant Funds, SPLOST |
| Rutledge                             | General Fund, User Fees, Grant Funds, SPLOST |
| Bostwick                             | General Fund, User Fees, Grant Funds, SPLOST |
| Buckhead                             | General Fund, User Fees, Grant Funds, SPLOST |
|                                      |                                              |
|                                      |                                              |

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 who will provide water supply, treatment and distribution services on property it owns or controls in Stanton Springs and Stanton Springs North. It currently contracts with the Newton County Water & Sewer Authority to provide this service.

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

| <b>Agreement Name</b>        | <b>Contracting Parties</b>                       | <b>Effective and Ending Dates</b> |
|------------------------------|--------------------------------------------------|-----------------------------------|
| IGA re Sewer Service         | JDA, Walton County, Newton County, Morgan County | 7/23/2002 - 7/23/2052             |
|                              | Jasper County, Social Circle, NCWSA              |                                   |
| IGA re Stanton Springs North | JDA and Social Circle                            | April 2021 - April 2071           |
| IGA                          | Morgan County and Madison                        | 01/01/2019 - 03/31/2025           |
|                              |                                                  |                                   |
|                              |                                                  |                                   |

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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**





**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:**MORGAN COUNTY

**Service:***Zoning Administration*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County may designate which local government will provide zoning administration services for property in Stanton Springs and Stanton Springs North. Morgan County serves the unincorporated areas, the City of Rutledge, City of Bostwick and the Town of Buckhead. The City of Madison provides services within its incorporated boundaries.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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, 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.).

| <b>Local Government or Authority</b> | <b>Funding Method</b>                  |
|--------------------------------------|----------------------------------------|
| Morgan County                        | User Fees supplemented by General Fund |
| Madison                              | User Fees supplemented by General Fund |
| Joint Development Authority          | 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 may designate Walton County, Newton County or Morgan County to zoning administration 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:

| <b>Agreement Name</b> | <b>Contracting Parties</b>                   | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------------------------|-----------------------------------|
| .IGA                  | Morgan County and City of Madison            | 01/03/2019 - 03/31/2025           |
| IGA                   | JDA, Walton, Newton, Morgan, Jasper Counties | March 2, 2021 - March 2071        |
| IGA                   | and Social Circle                            |                                   |
|                       |                                              |                                   |
|                       |                                              |                                   |
|                       |                                              |                                   |

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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**



**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:**MORGAN COUNTY

**Service:***Zoning Enforcement*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County may designate which local government will provide zoning enforcement services for property in Stanton Springs and Stanton Springs North. Morgan County serves the unincorporated areas, the City of Rutledge, City of Bostwick and the Town of Buckhead. The City of Madison provides services within its incorporated boundaries.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (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, 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.).

| <b>Local Government or Authority</b> | <b>Funding Method</b>                          |
|--------------------------------------|------------------------------------------------|
| Morgan County                        | User Fees, Fines, supplemented by General Fund |
| Madison                              | User Fees, Fines, supplemented by General Fund |
| Joint Development Authority          | User Fees , Fines                              |
|                                      |                                                |
|                                      |                                                |
|                                      |                                                |

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 zoning administration 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:

| <b>Agreement Name</b> | <b>Contracting Parties</b>                   | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------------------------|-----------------------------------|
| IGA.                  | Morgan County and City of Madison            | 01/03/2019 - 03/31/2025           |
| IGA                   | JDA, Walton, Newton, Morgan, Jasper Counties | March 2, 2021 - March 2071        |
| IGA                   | and Social Circle                            |                                   |
|                       |                                              |                                   |
|                       |                                              |                                   |
|                       |                                              |                                   |

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: 8/12/2021

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:

**ADAM MESTRES, COUNTY MANAGER FOR MORGAN COUNTY, 706-342-0725**





**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: MORGAN COUNTY**

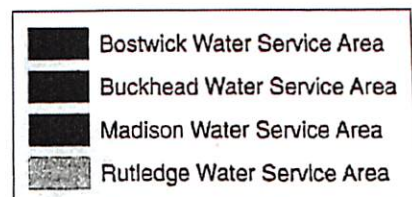
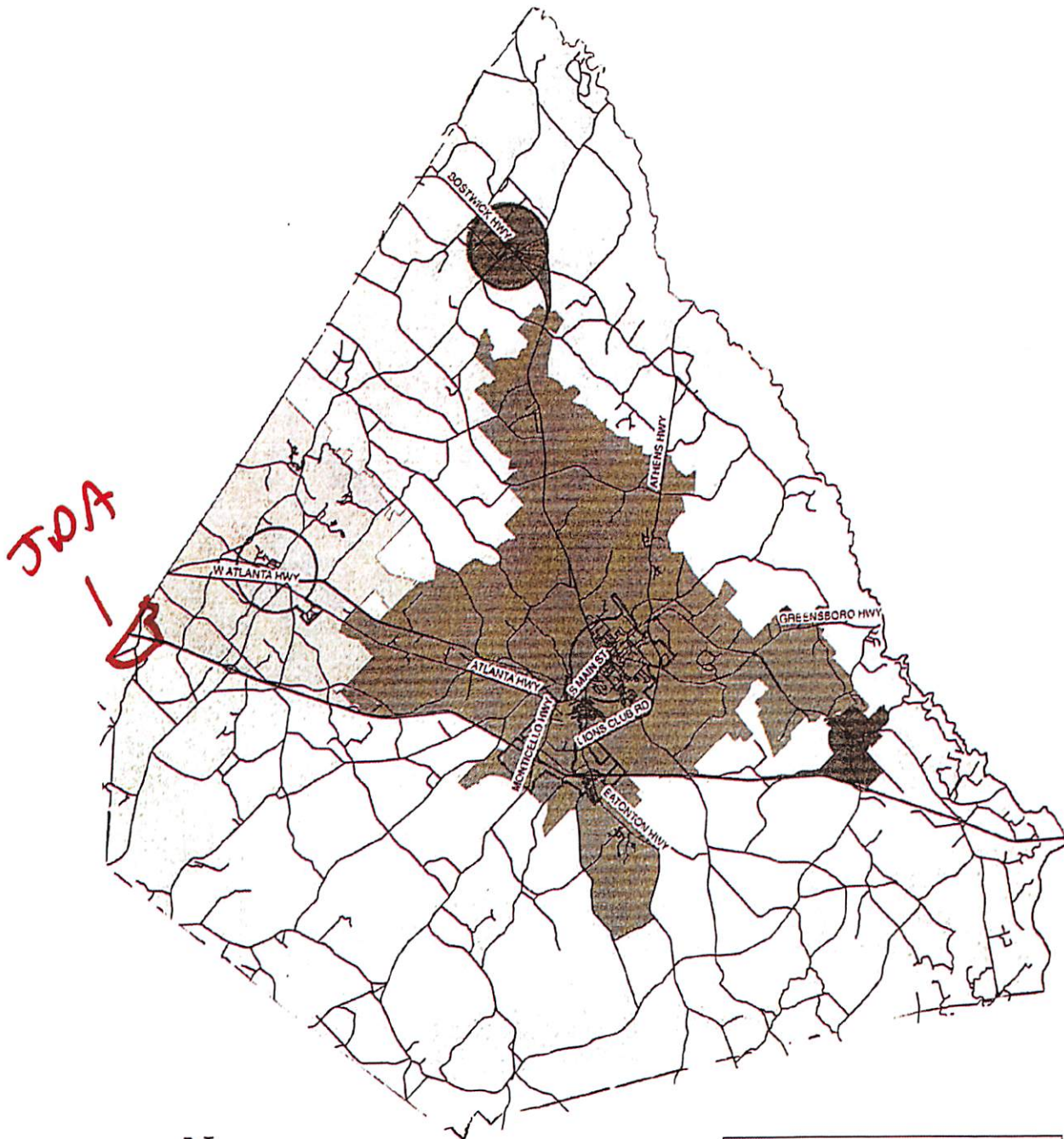
We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

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 |
|-------------------------|----------|----------------------|-----------|------|
| <u>MORGAN COUNTY</u>    | Chairman | Philipp von Hanstein |           |      |
| <u>CITY OF BOSTWICK</u> | Mayor    | John Bostwick        |           |      |
| <u>CITY OF BUCKHEAD</u> | Mayor    | Drew Miller          |           |      |
| <u>CITY OF MADISON</u>  | Mayor    | Fred Perriman        |           |      |
| <u>CITY OF RUTLEDGE</u> | Mayor    | Bruce Altnauer       |           |      |



# Service Delivery Area Map: Water Supply, Treatment and Distribution



JDA

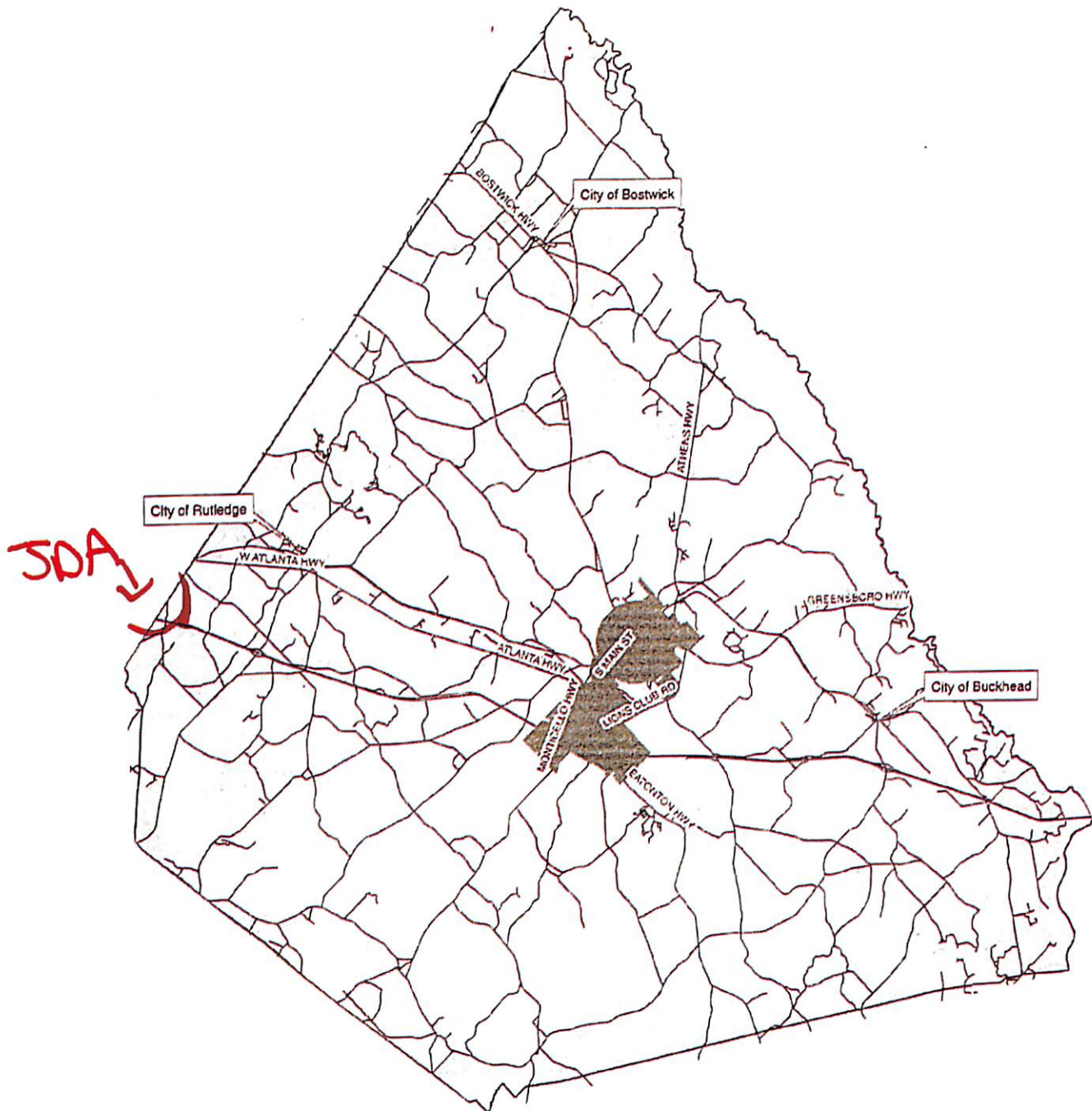
\*Unincorporated Morgan County does not provide water services.





# Service Delivery Area Map

ANIMAL CONTROL; BUILDING INSPECTIONS;  
EMERGENCY MANAGEMENT SERVICES; FIRE PROTECTION;  
LAND USE PLANNING; ZONING ADMINISTRATION;  
ZONING ENFORCEMENT



\*Morgan County provides all service deliveries except for the City of Madison

SDA



## EXHIBIT (f)(1)



**Legend**

- City Limits
- Madison Water Service Area
- Madison Water Service Area
- Railroads



## MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

A. Mestres / C. Henry

Meeting Date: mm/dd/yyyy 11/2/2021

Type of Request:

New Business

Wording for the Agenda:

Joint Development Authority Revenue Sharing Agreement Amendment

Background/History/Details:

What action are you seeking from the Board of Commissioners?

Motion to approve the amended and restated revenue sharing agreement for Stanton Springs and Stanton Springs North

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

No

Backup Provided with Request?

Yes

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

Yes

Staff Notes:

**AMENDED AND RESTATED  
INTERGOVERNMENTAL CONTRACT  
RE: REVENUE SHARING AGREEMENT FOR STANTON SPRINGS AND STANTON  
SPRINGS NORTH**

THIS INTERGOVERNMENTAL CONTRACT ("Contract"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (collectively the "Counties"), the CITY OF SOCIAL CIRCLE, a political subdivision of the State of Georgia (the "City"), the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"), and JASPER COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, MORGAN COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, NEWTON COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, WALTON COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, and CITY OF SOCIAL CIRCLE SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia (collectively the "School Districts") and between JASPER COUNTY BOARD OF TAX ASSESSORS, MORGAN COUNTY BOARD OF TAX ASSESSORS, NEWTON COUNTY BOARD OF TAX ASSESSORS, WALTON COUNTY BOARD OF TAX ASSESSORS (collectively the "BOAs"), and JASPER COUNTY TAX COMMISSIONER, MORGAN COUNTY TAX COMMISSIONER, NEWTON COUNTY TAX COMMISSIONER and the WALTON COUNTY TAX COMMISSIONER, (collectively the "Tax Commissioners").

**WITNESSETH:**

**WHEREAS**, on October 18, 2000, the Authority acquired an approximately 1,528-acre site which has been expanded to now total approximately 1,635 acres, which site is located in Morgan, Newton, and Walton Counties, in order to proceed with the development of a research park known as Stanton Springs; and

**WHEREAS**, to acquire the Property, the Authority issued, and the Counties agreed to make debt service payments on, taxable adjustable revenue bonds in the amount of \$9,000,000.00 (the "Bonds");

**WHEREAS**, by separate intergovernmental contracts dated October 1, 2000, the Counties agreed to make debt service payments on the Bonds based on the following percentages:

|               |       |
|---------------|-------|
| Jasper County | 10.0% |
|---------------|-------|



|               |        |
|---------------|--------|
| Morgan County | 15.0%  |
| Newton County | 37.5%  |
| Walton County | 37.5%; |

**WHEREAS**, on May 27, 2021, the Authority acquired an approximately 665-acre site located north of Interstate 20 which lies in part in the Walton County, the City of Social Circle and Morgan County to proceed with the development of an industrial park known as Stanton Springs North; and

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

**WHEREAS**, Article IX, Section IV, Paragraph IV of the Georgia Constitution authorizes counties and municipalities to enter into contracts with other counties and municipalities for the purpose of allocating the proceeds of ad valorem taxes assessed and collected on property located in such county or municipality with such other counties or municipalities with which the assessing county or municipality has entered into agreements for the development of one or more regional facilities and the allocation of other revenues generated from such regional facilities, and that such a contract shall provide for the manner of development, operation and management of the regional facility and the sharing of expenses among the contracting local governments and shall specify the method of allocation and the percentage of ad valorem taxes and other revenues to be allocated to each contracting local government; and

**WHEREAS**, On December 2, 2004, the Authority and the Counties entered into an Intergovernmental Contract ("2004 Contract") which, among other things, specified the distribution of revenues, tax payments and payments in lieu of taxes collected on or in connection with the Stanton Springs;

**WHEREAS**, On September 20, 2016, the Authority, Counties and School Districts entered into an Intergovernmental Contract ("2016 Contract") which superseded the 2004 Contract and provided clarity on the procedures, rights, and obligations for sharing tax revenue and other revenues generated from Stanton Springs; and

**WHEREAS**, as a result of the implications of the 2016 Contract on the Counties' tax digests, amendments to O.C.G.A. §36-62-5.1 and §48-5-274 were required and made by House Bill 406, to ensure the tax digests of the Counties accurately reflected each County's portion of the property value in Stanton Springs and Stanton Springs North; and

**WHEREAS**, implementation of the 2016 Contract and House Bill 406 require close coordination and uniform procedures between the Boards of Tax Assessors and Tax Commissioners of each County and City which resulted in Procedure Manuals being

independently adopted by the County Board of Tax Assessors and Tax Commissioners from each County in 2020; and

**WHEREAS**, on May 18, 2021, the Authority and Social Circle entered into an Intergovernmental Contract regarding Stanton Springs North underwhich the Authority agreed to initiate a revision of the 2016 Contract to account for tax revenue division for property in Stanton Springs North; and

**WHEREAS**, the parties desire to amend the 2016 Contract to incorporate the addition of Stanton Springs North, the City of Social Circle and the Social Circle School District, account for the requirements of House Bill 406, and define the procedures, rights and obligations associated with sharing tax revenue and other revenues generated therein with all parties; and

**WHEREAS**, for clarity, this Agreement shall supersede the 2004 Contract and the 2016 Contract.

**NOW THEREFORE**, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, City, Counties, Board of Tax Assessors, Tax Commissioners and School Districts HEREBY AGREE as follows:

1.

The preamble and recitals above make up a part of the terms, conditions and provisions of this Contract.

2.

This Contract shall become effective upon execution by all parties and shall continue in effect for fifty (50) years.

3.

### **Definitions**

- a. **Assessing BOA:** The Board of Tax Assessors (“BOA”) of the County in which 51% or more of the land owned or leased by a company within Stanton Springs or Stanton Springs North is located. Walton County’s BOA is the Assessing BOA for Takeda (formerly Baxter, Baxalta and Shire) and for projects with 51% or more land in Walton County or the City of Social Circle. Newton County’s BOA is the Assessing BOA for Facebook (aka Morning Hornet, LLC) and any projects with 51% or more land in Newton County. Morgan County’s BOA is the Assessing BOA for Baymare, LLC and any projects with 51% or more land in Morgan County.
- b. **Assessment Notices:** Annual notices stating the assessed value of property sent to taxpayers.
- c. **Collecting Commissioner:** The Tax Commissioner of the County in which 51% or more of the land owned or leased by a company within Stanton Springs or Stanton Springs North

is located. The Walton County Tax Commissioner is the Collecting Commissioner for Takeda and any projects with 51% or more property in Walton County or the City of Social Circle. The Newton County Tax Commissioner is the Collecting Commissioner for Facebook and any projects with 51% or more property in Newton County. Morgan County Tax Commissioner is the Collecting Commissioner for Baymare, LLC and any projects with 51% or more property in Morgan County.

- d. **Debt Service Obligations:** Debt Service Obligations are the Authority's obligations which are currently outstanding and any future debt service obligations incurred by the Authority with the approval of the Counties pursuant to the terms herein. As of the date of this Contract, the Authority has no direct Debt Service Obligations.
- e. **Expenses:** Expenses shall be defined as any costs incurred by the Authority as allowed under Georgia law for the development of Stanton Springs and Stanton Springs North plus the sum of reasonable reserves for maintenance, operations, and expenses.
- f. **House Bill 406:** HB 406, effective as of May 7, 2019, amended O.C.G.A. § 36-62-5.1 and O.C.G.A. § 48-5-274 to create reporting requirements for the Authority and establish the process for Counties to report shared tax values on their individual tax digests.
- g. **Net Other Revenues:** Net Other Revenues are Other Revenues minus the Authority's Expenses and Debt Service Obligations.
- h. **Net Tax Revenues:** Net Tax Revenues are Tax Revenues minus the Authority's budgeted Expenses and Debt Service Obligations not otherwise paid from Other Revenues.
- i. **Other Revenues:** Other Revenues are revenues generated from the Authority's activities including but not limited to, sales of land, leases of land, sales or leases of personalty, sales of timber or other resources and fees. Other Revenues shall not include any fees specifically allocated to the Authority in connection with a bond issuance.
- j. **Parcel Identification Numbers:** Numbers assigned to tax parcels for identification purposes by the BOAs.
- k. **Payment In Lieu of Taxes ("PILOT") Structure:** Tax abatement structure applicable to some properties in Stanton Springs or Stanton Springs North where set payments are made by a company over a certain number of years in lieu of paying taxes. Facebook (aka Morning Hornet, LLC) is structured in this way. PILOT payments are made to the JDA and the JDA distributes said payments to the Counties, Cities and School Districts in accordance with the terms herein.
- l. **Payout Percentage:**
  - a. For Stanton Springs, the payout percentages are: Jasper County – 10%; Morgan County – 15%; Newton County – 37.5%; Walton County – 37.5%.
  - b. For Stanton Springs North, the payout percentages are: : Jasper County – 9.5%; Morgan County – 14.25%; Newton County – 35.625%; Walton County – 35.625%; Social Circle – 5%.
- m. **Phase-In Lease Valuation Structure:** Tax abatement structure applicable to some properties in Stanton Springs or Stanton Springs North where a lease valuation schedule determines the percentage of taxes paid by a company each year for a certain number of years until the percentage reaches 100%.



- n. ***Stanton Springs:*** Stanton Springs is approximately 1,635 acres currently located in the development park known as Stanton Springs and is generally bounded by Interstate 20 to the north, Hwy 278 to the west, and private property owners to the east and south including any land added to Stanton Springs in the future which is south of Interstate 20. A general boundary map of Stanton Springs as of the date hereof is attached hereto as Exhibit "A".
- o. ***Stanton Springs North:*** Stanton Springs North is a new research development park which the Authority may develop. Stanton Springs North will be generally bounded by Interstate 20 to the south and Hwy 278 to the west and will expand to the north and east into both Walton and Morgan Counties. The actual boundaries will be established on a parcel-by-parcel basis as the Authority purchases or otherwise gains control of property. The Authority may designate properties as being in Stanton Springs North by Resolution which includes a boundary map, parcel number(s) and description of the property. A copy of the Resolution with attachments shall be provided to the parties hereto. As of the date hereof, Stanton Springs North consists of approximately 665 acres as shown on the attached Exhibit "B".
- p. ***Tax Digest:*** The Tax Digest is the list of all properties and values within a County, City or School District.
- q. ***Tax Revenues:*** Tax Revenues are all ad valorem taxes levied by the Counties, City and the School Districts on real and personal property in Stanton Springs and Stanton Springs North. This includes all taxes assessed on fee simple and leasehold interests, board of education taxes, taxes collected for special assessments for specific services, general obligation bonds, and any and all other ad valorem property taxes collected. Tax Revenues shall not include taxes collected by a county department other than the chief tax collector including, but not limited to, sales taxes, insurance premium taxes, intangible taxes, real estate transfer taxes, railroad taxes, franchise fees, occupational taxes, alcohol taxes, and financial institution taxes. Tax Revenues shall also not include ad valorem title taxes on motor vehicles. Tax Revenue shall not include ad valorem taxes collected on behalf of and due the State of Georgia. Finally, Tax Revenues shall not include any penalties or interest collected for late payments; any such penalties and interest shall be retained by the County of the Collecting Commissioner.
- r. ***Tenant:*** a person or entity which owns, or leases from the Authority, any portion of the Property, including the Authority.
- s. ***Tenant Property:*** Tenant Property is the real and personal property owned or leased by a Tenant, including the Authority.

4.

#### **Distribution of Tax Revenues 2004 – 2015**

From 2004 to 2015, Tax Revenues were generated from portions of the Property located in Newton and Walton Counties. Said Tax Revenues were collected by Newton and Walton Counties and distributed in accordance with their millage rates without taking into account the 2004 Contract. Pursuant to the 2016 Contract, Walton County, Newton County and the Newton County School District repaid the amounts due by utilizing their share of the 2020

distribution of taxes generated in Stanton Springs. As of the date hereof, no known reimbursements are due.

5.

**Authority's Obligations**

The Authority hereby agrees as follows:

- a. The Authority shall collect and deposit in a separate account any and all Other Revenues.
- b. The Authority shall collect and deposit in a second separate account any and all Tax Revenues distributed to it by the Collecting Commissioners and any PILOT payments.
- c. The Authority shall pay its Expenses and Debt Service Obligations first from Other Revenues and then from PILOT Payments and then from Tax Revenues.
- d. The Authority shall prepare an operating budget report annually to include its projected Expenses, Debt Obligations, Other Revenues, PILOT Payments and Tax Revenues for the 12-month period from July 1-June 30. The operating budget shall specify the amount of Tax Revenues or PILOT Payments necessary for the Authority to meet its budget requirements for the Authority's Expenses and Debt Service Obligations not otherwise paid by Other Revenues. A copy of said operating budget shall be delivered to the Counties and City on or before the first day of May of each year with a copy to each School District.
- e. The Authority does not have any Debt Service Obligations as of the date hereof. The Counties shall approve all new Debt Service Obligations.
- f. The Authority shall distribute Net Other Revenues for the prior year to the Counties on or before March 15 of each year in accordance with their payout percentages as follows:
  1. Jasper County shall receive 10.0%;
  2. Morgan County shall receive 15.0%;
  3. Newton County shall receive 37.5%; and
  4. Walton County shall receive 37.5%.
- g. The Authority shall distribute PILOT Payments received for projects in Stanton Springs for the prior year on or before March 15 of each year to each entity in accordance with the payout percentages as follows:
  1. Jasper County shall receive 10.0% with payment to be divided between Jasper County and the Jasper County School District per an Intergovernmental Agreement between Jasper County and the Jasper County School District dated October 4, 2021; and
  2. Morgan County shall receive 15.0% with payment to be divided between Morgan County and the Morgan County School District based upon their proportionate millage rates; and
  3. Newton County shall receive 37.5% with payment to be divided between Newton County and the Newton County School District based upon their proportionate millage rates; and
  4. Walton County shall receive 37.5% with payment to be divided between Walton County and the Walton County School District based upon their proportionate millage rates.

- h. The Authority shall distribute PILOT Payments received for projects in Stanton Springs North for the prior year on or before March 15 of each year to each entity in accordance with the payout percentages as follows:
  - 1. Social Circle shall receive 5% with payment to be divided between Social Circle and the Social Circle School District based upon their proportionate millage rates; and
  - 2. Walton County shall receive 35.625% with payment to be divided between Walton County and the Walton County School District based upon their proportionate millage rates.
  - 3. Newton County shall receive 35.625% with payment to be divided between Newton County and the Newton County School District based upon their proportionate millage rates; and
  - 4. Morgan County shall receive 14.25% with payment to be divided between Morgan County and the Morgan County School District based upon their proportionate millage rates;
  - 5. Jasper County shall receive 9.5% with payment to be divided between Jasper County and the Jasper County School District per an Intergovernmental Agreement between Jasper County and the Jasper County School District dated October 4, 2021.
- i. The Authority shall cause to be performed an annual independent audit of its finances. Said audit shall be included in the Authority's budgeted expenses which shall be paid using Other Revenues or Tax Revenues or PILOT Payments when necessary. A copy of the audit shall be distributed to all Counties, School Districts and the City.
- j. On or before February 15<sup>th</sup> of each year, the Authority shall prepare and submit to the state revenue commissioner and state auditor the report and information required pursuant to O.C.G.A. § 36-62-5.1(g)(1).

6.

**Counties' and City Obligations and Consent**

The Counties and City hereby agree as follows:

- a. The Collecting Commissioner shall collect and declare any and all Tax Revenues generated from real property and personal property lying on or in Stanton Springs or Stanton Springs North as applicable and shall supervise a separate accounting for said Tax Revenues so as to segregate said collections from other County or City tax revenues. As compensation for the Collecting Commissioner's duties hereunder, the Collecting Commissioner shall be entitled to a commission of 2.5% of any amounts otherwise payable by the Collecting Commissioner to any other County, City or School District.
- b. The Collecting Commissioners shall, before January 1 of each year, prepare a report of all Tax Revenues collected by said County and deliver a copy of said annual report to the Counties, City, School Districts, and the Authority.
- c. Between May 1 and May 31 each year, the Counties may submit to the Authority and the Counties a written objection to the Expenses stated in the Authority's operating budget for



July 1 through June 30 of the same year. Said objection shall specify the grounds for the objection. Pending resolution of the objection, the Collecting Commissioner shall remit Tax Revenues to the Authority in the amount of its operating budget approved for the prior year. No Tax Revenues may be distributed to the Counties, City or School Districts until the objection is resolved.

- d. If no objections are submitted, on or before May 31 of each year, the Collecting Commissioner shall remit Tax Revenues to the Authority in an amount sufficient to meet the Authority's annual budget requirements for the Authority's Expenses and Debt Service Obligations not otherwise budgeted to be paid by Other Revenues as established by the Authority's annual budget report. If more than one County or City collects Tax Revenues in a given year, each Collecting Commissioner shall pay a pro rata share of the Authority's budget based on that Government's share of the total taxes collected.
- e. The Collecting Commissioner shall determine Net Tax Revenues to be remitted to the Counties, City and School Districts by subtracting from Tax Revenues the funds paid to the Authority in accordance with subparagraph (d).
- f. The Collecting Commissioner shall remit Net Tax Revenues from Stanton Springs contemporaneously to each of the Tax Commissioners of the Counties for the previous tax year on or before March 15<sup>th</sup> as follows:
  - i. Jasper County and the Jasper County School District shall collectively receive 10.0% of the said Net Tax Revenues (2.5% of said amount shall be withheld as commissions for the Collecting Commissioner);
  - ii. Morgan County and the Morgan County School District shall collectively receive 15.0% of the said Net Tax (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
  - iii. Newton County and the Newton County School District shall collectively receive 37.5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
  - iv. Walton County and the Walton County School District shall collectively receive 37.5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner).
- g. The Collecting Commissioner shall remit Net Tax Revenues from Stanton Springs North contemporaneously to each of the Tax Commissioners of the Counties and the City Clerk of Social Circle for the previous tax year on or before March 15<sup>th</sup> as follows:
  - i. Jasper County shall receive 9.5 % of the said Net Tax Revenues (2.5% of said amount shall be withheld as commissions for the Collecting Commissioner);
  - ii. Morgan County and the Morgan County School District shall collectively receive 14.25 % of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
  - iii. Newton County and the Newton County School District shall collectively receive 35.625 % of the said Net Tax (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);

- iv. Walton County and the Walton County School District shall collectively receive 35.625% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner); and
- v. The City of Social and the City of Social Circle School District shall collectively receive 5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner).
- h. The Tax Commissioners for Morgan, Walton and Newton Counties shall distribute their portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31st of each year to their respective County and School Board based on the proportion of their millage rates.
- i. The Tax Commissioner for Jasper County shall distribute Jasper County's portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31st of each year with payments divided between Jasper County and the Jasper County School District pursuant to the Intergovernmental Agreement between Jasper County and Jasper County School District dated October 4, 2021.
- j. The Social Circle City Clerk shall distribute Social Circle's portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31st of each year to the City and the Social Circle School District based on the proportion of their millage rates.
- k. Other Revenues distributed to the Counties by the Authority may be used at the Counties' discretion.
- l. No later than January 1 of each year, Morgan, Newton and Walton County and the City of Social Circle shall provide to the Collecting Commissioner the percentage split of Net Tax Revenues between that County and that County's School District or the City and the City's School District as applicable, based on the proportion of the prior year's millage rate of that County or City to the millage rate of that County's School District. The Collecting Commissioner shall use such percentage to calculate the amount of Net Tax Revenues that the City of Social Circle, and Newton, Morgan and Walton Counties and their respective School Districts are to be paid.
- m. Any tax refunds due property owners in Stanton Springs or Stanton Springs North shall be paid by the Collecting Commissioner in the time period prescribed by law (O.C.G.A. § 48-5-380, 241). The Collecting Commissioner's County shall be reimbursed by the Counties, City and School Districts based on their pro rata share of the refund amount. The Collecting Commissioner shall invoice the Counties and School Districts.
- n. Should the Collecting Commissioner deem it in the best interest of the parties to conduct an external tax audit of real or personal property attributed to a tenant(s) in Stanton Springs or Stanton Springs North, said audit shall be paid for by the Counties, City, and School Districts based on their pro rata shares.
- o. The Counties and City shall adjust their tax digest to reflect the portion of Tax Revenues attributed to it from distributions from Stanton Springs and Stanton Springs North in accordance with O.C.G.A. § 36-62-5.1(g)(3).

## 7.

### **Board of Tax Assessors Obligations**

**a. *Point of Contact***

The Assessing BOA shall serve as the single point of contact with the Tenant as it relates to ad valorem property taxes.

**b. *Assessment Process for: No Tax Abatement or Phase-In Lease Valuation Structure***

1. On or before April 1<sup>st</sup> of each year, the Chief Appraiser for Morgan, Newton and Walton BOA shall prepare and provide a spreadsheet consistent with the sample provided in attached Exhibit “C” to each BOA and the Authority with the following information for the current tax year regarding each Tenant Property (real and personal), including property owned by the Authority, that it is responsible for assessing:
  - a. Parcel number
  - b. Address
  - c. Owner name
  - d. Tenant name
  - e. Description
  - f. 100% fair market value
  - g. Assessed value
  - h. Note if it is a PILOT Structure
  - i. Note if it is subject to a Phase-In Lease Valuation Structure
  - j. Phase-in percentage (if a Phase-In Lease Valuation Structure)
  - k. Note whether it is Exempt or Taxable
  - l. Exempt value to be reported by each BOA based on their Payout Percentage
  - m. Taxable value to be reported by each BOA based on their Payout Percentage
2. Each BOA shall include the values applicable to its County/City shown on the spreadsheet with all other digest values to be approved by the BOA prior to mailing Assessment Notices.
3. Each BOA shall input the assessment value for the property into its system based on its Payout Percentage. For example, if the total assessed value of a parcel within the Stanton Springs were \$100,000, Jasper County would report \$10,000, Morgan County would report \$15,000, and Walton County and Newton County would each report \$37,500 on their respective Tax Digests. If the total assessed value of a parcel within Stanton Springs North were \$100,000, the City would report \$5,000, Jasper County would report \$9,500, Morgan County would report \$14,250, and Walton County and Newton County would each report \$35,625 on their respective Tax Digests.
4. Each BOA shall mail their Assessment Notice showing its portion of the total value of each Tenant Property to the Assessing BOA Chief Appraiser and Collecting Commissioner. If the BOA uses the Wingap software system, this would be achieved by listing the Assessing BOA Chief Appraiser as the primary recipient and the Collecting Commissioner as the agent recipient.



5. The Assessing BOA shall prepare and mail one Assessment Notice to the Tenant showing the sum of all the Counties' portion of the value such that the notice shows the 100% value. Once the single Assessment Notice has been printed and mailed, the Chief Appraiser shall correct the value in its system back to the Payout Percentage for its County.
6. Each BOA and the City shall submit their Tax Digest reporting their Payout Percentage of the assessed value of the Property per the requirements of House Bill 406.
7. Within five (5) days of approval of the Tax Digest, the Assessing BOA shall create a Digest correction by preparing an Error and Release or ACO report requesting the Digest be corrected to show the 100% value of the property and submit the same to the Collecting Commissioner.
8. Within one (1) day after submitting the Digest correction, the Assessing BOA shall reverse the Error and Release or ACO.

***c. Assessment Process for: Payment In Lieu of Taxes Structure***

During the PILOT period, each Tax Assessor shall report its portion of the assessed value of the Tenant Property subject to the PILOT on its exempt Digest in accordance with the spreadsheet provided by the Assessing BOA in Paragraph 7( b) (1) herein and by following the steps listed in Paragraph 7 (b) (2) – (8) above.

***d. Mapping/Parcel Identification***

1. Each BOA shall identify the Property by the parcel identification number first assigned by the Assessing BOA.
2. Each BOA shall remove the valuation of property in Stanton Springs and Stanton Springs North from its QPublic website. If the BOA uses the Wingap software system, this is achieved by going to the Payout screen and checking the non-disclosure box for the particular parcel.

8.

**Tax Commissioners Obligations**

***a. Digest Reporting***

All Tax Commissioners and the City shall report the value of the property in Stanton Springs and Stanton Springs North, as applicable, based on their Payout Percentage in their Tax Digest per House Bill 406.

***b. Annual Report of Taxes Collected***

On or before January 1 of each year, the Collecting Commissioner shall provide a report of the total taxes collected, the commission calculation and the amounts to be distributed to the Authority, the City, each County, and each School District as dictated herein.

***c. Process for: No Tax Abatement or Phase-In Lease Valuation Structure***

1. The Tax Commissioners and the City shall send bills for the Tenant Property based on their Payout Percentage to the Collecting Commissioner.
2. The Collecting Commissioner shall send one bill to the Tenant based on the 100% valuation of the Tenant Property as shown on the Error and Release or ACO report provided by the Assessing BOA.
3. The Collecting Commissioner shall receive payment from the Tenant and distribute it to the Authority, the City or the Tax Commissioners of Jasper, Morgan, Newton and Walton Counties as determined by the distributions due each herein. Distributions to the Tax Commissioner for Jasper, Morgan, Newton and Walton County and to the City of Social Circle shall include a letter referencing the proportion split obligations for payments to the Counties, City and School Boards. Each Tax Commissioner shall distribute the monies in accordance with Paragraph 6 herein.

***d. Process for: Payment In Lieu of Taxes Structure***

1. During the PILOT period, the Tax Commissioners shall not generate bills or collect payments. The Authority will handle billing, collection, and distribution of PILOT Payments.
2. After the PILOT Payment period, Tax Commissioners shall follow the Process for: No Tax Abatement stated above.

***e. Tax Commissioner and City Tax Payment Websites***

The Tax Commissioners and the City shall either remove online billing options for property in Stanton Springs and Stanton Springs North or include the following language in red, bold letters on the Property Tax Statement form: “Do not pay online. Value and taxes reflect \_\_\_\_\_ County’s/City’s \_\_\_\_% portion only. Contact Tax Commissioner/City for 100% value and taxes due.” The blanks shall be filled in with the name of the County/City and its Payout Percentage.

9.

**Authority Budget and Expenses**

- a. The parties understand and acknowledge the annual operating budgets prepared by the Authority are based on its estimate of reasonable and foreseeable expenses.

- b. In the event the Authority's actual expenditures are less than budgeted expenditures, any excess Tax Revenues or PILOT Payments received shall be distributed in accordance with Paragraph 5(g). Notwithstanding the above, the Authority may keep a reasonable amount of budgeted reserve funds and capital project funds for multi-year projects.
- c. In the event the Authority's actual expenditures exceed budgeted expenditures due to unforeseen circumstances, including but not limited to the location or expansion of a new business within Stanton Springs or Stanton Springs North or litigation, reimbursement of those expenses shall be included in the budget for the following fiscal year. Within thirty (30) days of the Authority becoming aware it will incur unbudgeted expenses, the Authority shall provide the Counties , City and School Districts with an estimate of the unbudgeted expenditure and an explanation of the circumstances giving rise to the expenditure.
- d. In the event the Authority's annual operating budget exceeds the Other Revenues, PILOT Payments, and Tax Revenues levied and collected in any given year, the Authority shall fund the balance of its budgeted operating expenses as follows:
  - i. Provided the Authority has access to an existing, County-approved, line of credit with a financial institution, the Authority shall make draws from said line of credit to meet its budget requirements for that year. Repayment of funds drawn from the line of credit shall then be added to the Authority's budgets for the following fiscal years until said funds, including any interest thereon, have been repaid in full; or
  - ii. If the Authority does not have access to an existing, County-approved line of credit, the Authority shall send invoices for the balance of its budgeted operating expenses to the Counties within thirty (30) days of the Authority's receipt of its share of the Tax Revenues from the Collecting Commissioner or Counties. Said invoices shall reference each County's share of the balance of the Authority's budgeted operating expenses based on the agreed upon percentages as follows:
    - 1.Jasper County shall pay 10.0%;
    - 2.Morgan County shall pay 15.0%;
    - 3.Newton County shall pay 37.5%; and
    - 4.Walton County shall pay 37.5%.

10.

#### **School District Consent**

To the extent permitted by law, the City of Social Circle, Jasper County, Morgan County, Newton County and Walton County School Districts ("School Districts") hereby expressly consent to the terms, provisions, agreements and requirements herein and waive any rights or claims to Tax Revenues and PILOT Payments other than those specifically referenced herein.



11.

**Tax Assessor Consent and Authorization to Contract**

To the extent permitted by law, the Jasper County, Morgan County, Newton County and Walton County Board of Tax Assessors hereby expressly consent to the terms, provisions, agreements and requirements stated herein. Each County hereby expressly authorizes its Board of Tax Assessors to enter into this agreement and future agreements with the Authority and companies locating within Stanton Springs or Stanton Springs North which are consistent herewith.

12.

**Tax Commissioner Consent**

To the extent permitted by law, the Jasper County, Morgan County, Newton County and Walton County Tax Commissioners hereby expressly consent to the terms, provisions, agreements and requirements stated herein.

13.

**Economic Development Negotiations**

In order to be competitive in the economic development marketplace, the Authority is hereby authorized to negotiate with prospective business and industrial purchasers or tenants for payments in lieu of ad valorem taxation or tax abatements consistent and in accordance with applicable law(s).

14.

**Centralized Inspection and Building-Permitting**

It is to the benefit of the parties that the development of Stanton Springs and Stanton Springs North occurs in a consistent manner. Therefore, the parties hereby agree the inspection and building-permit function for development within Stanton Springs and Stanton Springs North shall be handled by the planning and zoning department so designated by the Authority pursuant to the terms of the Intergovernmental Contract Re: Development Services for Stanton Springs dated March 2, 2021 and executed by Jasper, Morgan Newton and Walton Counties and the Authority, and the May 18, 2021 Intergovernmental Contract Re: Stanton Springs North between the City of Social Circle and the Authority. The planning and zoning department handling the building-permit function, if different from the County in which a project lies, shall provide the Assessing BOA a copy of each permit issued for purposes of tracking real property values.

15.

**General**

- a. Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which shall otherwise remain in full force and effect.
- b. This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.
- c. This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.
- d. This Contract supersedes and replaces the 2004 Contract and 2016 Contract rendering the 2004 Contract and 2016 Contract null and void.

16.

### **Notices**

All notices, correspondence, payments, and other communications required under this Contract shall be delivered to:

|                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>For the Authority:</b><br>Chairman<br>300 E Church Street<br>Monroe, GA 30655<br><u>With a copy to:</u><br>Andrea P. Gray, Attorney at Law<br>P.O. Box 826<br>Monroe, Georgia 30655                                                                                                                |                                                                                                                                                                                                                                                                                |
| <b>For Jasper County:</b><br>Jasper County Board of Commissioners<br>Attn: Chair, Board of Commissioners<br>126 W. Green Street<br>Suite 18<br>Monticello, GA 31064<br><b><u>With a copy to:</u></b><br>David Ozburn<br>Ozburn Law Firm, LLC<br>1108 Monticello Street SW<br>Covington, Georgia 30014 | <b>For Jasper County School District:</b><br>Chairman<br>1411 College Street<br>Monticello, Georgia 31064<br><u>With a copy to:</u><br>Cory Kirby<br>Harben, Hartley & Hawkins, LLP<br>Wells Fargo Center, Suite 750<br>340 Jesse Jewell Parkway<br>Gainesville, Georgia 30501 |
| <b>Jasper County Board of Tax Assessors</b><br>Chief Appraiser<br>126 W Greene St # 124,<br>Monticello, GA 31064                                                                                                                                                                                      | <b>Jasper County Tax Commissioner</b><br>Tax Commissioner<br>126 W. Green Street<br>Monticello, GA 31064                                                                                                                                                                       |

|                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>For Morgan County:</b><br/> Morgan County<br/> Attn: County Manager<br/> 150 East Washington Street<br/> Suite 100<br/> Madison, GA 30650<br/> <u>With a copy to:</u><br/> Christian G. Henry<br/> 440 College Avenue N, Suite 120<br/> Athens, GA 30601</p>                                          | <p><b>For Morgan County School District:</b><br/> Morgan County School System<br/> 1065 East Ave<br/> Madison, GA 30650<br/> <u>With a copy to:</u><br/> Cory Kirby<br/> Harben, Hartley &amp; Hawkins, LLP<br/> 340 Jesse Jewell Parkway<br/> Wells Fargo Center, Suite 750<br/> Gainesville, GA 30501</p>            |
| <p><b>Morgan County Board of Tax Assessors</b><br/> Chief Appraiser<br/> 150 E Washington St Ste 130<br/> Madison, GA 30650</p>                                                                                                                                                                             | <p><b>Morgan County Tax Commissioner</b><br/> Tax Commissioner<br/> P.O. Box 151<br/> Madison, GA 30650</p>                                                                                                                                                                                                            |
| <p><b>For Newton County:</b><br/> Chairman of the Newton County Board of Commissioners<br/> 1124 Clark Street<br/> Covington, GA 30014<br/> <u>With a copy to:</u><br/> Aaron Meyer<br/> County Attorney<br/> Jarrard &amp; Davis, LLP<br/> 105 Pilgrim Village Drive, Suite 200<br/> Cumming, GA 30040</p> | <p><b>For Newton County School District:</b><br/> Superintendent<br/> NCBOE<br/> 2109 Newton Drive<br/> Covington, GA 30014<br/> <u>With a copy to:</u><br/> William A. White<br/> Smith, Welch, Webb &amp; White, LLC<br/> P.O. Box 10<br/> 2200 Keys Ferry Court<br/> McDonough, Ga. 30253</p>                       |
| <p><b>Newton County Board of Tax Assessors</b><br/> Chief Appraiser<br/> 1113 Usher St NE # 102<br/> Covington, GA 30014</p>                                                                                                                                                                                | <p><b>Newton County Tax Commissioner</b><br/> Tax Commissioner<br/> 1113 Usher Street<br/> Suite 101<br/> Covington, GA 30014</p>                                                                                                                                                                                      |
| <p><b>For Walton County:</b><br/> Walton County Finance Department<br/> 303 S. Hammond Drive, Suite 333<br/> Monroe, Georgia 30655<br/> <u>With a copy to:</u><br/> Walton County Tax Commissioner<br/> 303 S. Hammond Drive, Suite 100<br/> Monroe, Georgia 30655</p>                                      | <p><b>For Walton County School District:</b><br/> Walton County School District<br/> 200 Double Springs Church Rd.<br/> Monroe, GA 30656<br/> Attention: Superintendent<br/> <u>With a copy to:</u><br/> Michael C. Pruett<br/> Hall Booth Smith, P.C.<br/> 440 College Ave., Suite 120<br/> Athens, Georgia 30601</p> |

|                                                                                                             |                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>Walton County Board of Tax Assessors</b><br>Chief Appraiser<br>303 S Hammond Dr #109<br>Monroe, GA 30655 | <b>Walton County Tax Commissioner</b><br>Tax Commissioner<br>303 S Hammond Dr.<br>Suite 100<br>Monroe, GA 30655 |
| <b>For Social Circle</b><br>Mayor<br>c/o City of Social Circle<br>PO Box 310<br>Social Circle, GA 30025     | <b>For Social Circle School District:</b><br>147 Alcova Drive Social Circle<br>GA 30025                         |
|                                                                                                             |                                                                                                                 |

IN WITNESS WHEREOF, the parties, action by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.



[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JASPER COUNTY, GEORGIA

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk, Board of Commissioners  
of Jasper County

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JASPER COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_  
Chairman, Jasper County School District

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

MORGAN COUNTY, GEORGIA

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk, Board of Commissioners  
of Morgan County

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

NEWTON COUNTY, GEORGIA

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk, Board of Commissioners  
of Newton County



[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

WALTON COUNTY, GEORGIA

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk, Board of Commissioners  
of Walton County

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

WALTON COUNTY SCHOOL DISTRICT

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

MORGAN COUNTY SCHOOL DISTRICT

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

NEWTON COUNTY SCHOOL DISTRICT

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary



[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JOINT DEVELOPMENT AUTHORITY OF JASPER,  
MORGAN, NEWTON AND WALTON COUNTIES

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

CITY OF SOCIAL CIRCLE, GEORGIA

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

CITY OF SOCIAL CIRCLE SCHOOL DISTRICT

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

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JASPER COUNTY BOARD OF TAX ASSESSORS

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary



[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

MORGAN COUNTY BOARD OF TAX ASSESSORS

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

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NEWTON COUNTY BOARD OF TAX ASSESSORS

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

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WALTON COUNTY BOARD OF TAX ASSESSORS

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

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Social Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Jasper, Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JASPER COUNTY TAX COMMISSIONER

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



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MORGAN COUNTY TAX COMMISSIONER

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

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NEWTON COUNTY TAX COMMISSIONER

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

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WALTON COUNTY TAX COMMISSIONER

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



## MORGAN COUNTY AGENDA REQUEST

Department:

Sheriff's Office

Presenter(s):

M. Williams

Meeting Date: mm/dd/yyyy

11/2/2021

Type of Request:

New Business

Wording for the Agenda:

Purchase of Vehicles

Background/History/Details:

The Sheriff's Office is requesting to purchase 2 new vehicles for the criminal investigation division to replace vehicles with high mileage. Bids were obtained and recommend purchase of the the vehicles from Covington Ford for \$64,346. A total of \$74,346, to include purchase of vehicles and purchase/installation of emergency equipment needs to be transferred from Capital Project Fund Balance to Capital Projects Sheriff's Office.

What action are you seeking from the Board of Commissioners?

Motion to approve purchase of two vehicles from Covington Ford for \$64,346 and to transfer \$74,346 from Capital Project Fund Balance to Capital Projects Sheriff's Office.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

No

Backup Provided with Request?

Yes

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:





**Morgan County Board of Commissioners  
P. O. Box 168  
Madison, Georgia 30650**

**Bid Tabulation – CID Replacement Vehicles**

**Bids requested for two 2022 Ford F150 4x4 Crew Cab with 5.7L V-8 engine, power equipment group, cloth seats with center console, wheel upgrade, and spray in bedliner.**

**Covington Ford - \$64,346  
Allan Vigil Ford - \$68,332**



## MORGAN COUNTY AGENDA REQUEST

Department:

IT

Presenter(s):

Trevor Giddens

Meeting Date: mm/dd/yyyy 11/2/2021

Type of Request: New Business

Wording for the Agenda:

Laptop Refresh

Background/History/Details:

Yearly replacement of 20 laptops. Fully budgeted in FY22.

What action are you seeking from the Board of Commissioners?

Approval for immediate purchase

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

No

Backup Provided with Request?

Yes

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:

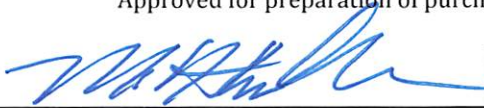
PO#           

| Vendor Quotation Requirements                     |                  |               |                  |                 |                  |
|---------------------------------------------------|------------------|---------------|------------------|-----------------|------------------|
| \$2,000.00 - \$24,999.00 Three (3) written quotes |                  |               |                  |                 |                  |
| \$25,000.00 - up Sealed bids                      |                  |               |                  |                 |                  |
| VENDOR #1                                         |                  | VENDOR #2     |                  | VENDOR #3       |                  |
| <b>DELL</b>                                       |                  | <b>HOWARD</b> |                  | <b>STERLING</b> |                  |
| UNIT                                              | EXTENDED         | UNIT          | EXTENDED         | UNIT            | EXTENDED         |
| 1,015.52                                          | 20,310.40        | 1,941.00      | 38,820.00        | 1,215.39        | 24,307.80        |
|                                                   | <b>20,310.40</b> |               | <b>38,820.00</b> |                 | <b>24,307.80</b> |

IT \_\_\_\_\_ 9/28/2021

By: Trevor Giddens \_\_\_\_\_ 9/28/2021

Approved for preparation of purchase order


10-8-21

Finance \_\_\_\_\_ Date \_\_\_\_\_



## MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Vehicle Purchase

Background/History/Details:

On Oct. 19, 2021 the Board approved purchase of 8 vehicles for various departments, including a vehicle for public buildings for from Allan Vigil Ford. While placing the approved orders, and error was discovered in the pricing for the vehicle for Public Buildings. The actual low bidder was Courtesy Ford for \$38,479.

What action are you seeking from the Board of Commissioners?

Motion to approve purchase of public buildings vehicle from Courtesy Ford for \$38,479.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



Prepared for: **Morgan County Board of Commissioners**

**ATTEN:** Mark Williams  
Procurement Director

**DATE:** 10/29/2021

**phone:** 706-342-0725

**Account Manager:** Doug Rea

**email:** mwilliams@morgancountyga.gov

| VEHICLE                                                    |              | TRADE                |        |
|------------------------------------------------------------|--------------|----------------------|--------|
| Vehicle: 2022 White F250 w/ 8' Knapheide Service Body #696 |              | Vehicle:             |        |
|                                                            |              | VIN:                 |        |
|                                                            |              | Miles:               |        |
| NOTES                                                      |              | Actual Value:        |        |
| Vehicle Price                                              | \$44,560.00  | Tires:               | -      |
| Ford GPC                                                   | (\$5,105.00) | Mileage Adjustment:  | -      |
| Your Price                                                 | \$39,455.00  | Mechanical repairs:  | -      |
| Document Fee WAIVED                                        | \$0.00       | Brakes:              | -      |
| Knapheide Service Body                                     | \$7,850.00   | Scratches / Paint:   | -      |
| DELIVERY                                                   | \$0.00       | Body Damage / Dents: | -      |
| Ford GPC                                                   | (\$8,826.00) | Extra Allowance:     | +      |
|                                                            | \$38,479.00  | Allowance:           | \$0.00 |
|                                                            |              | LIENHOLDER           |        |
| Taxes                                                      | \$0.00       | Name:                |        |
| Trade Payoff                                               | \$0.00       | address:             |        |
| DEPOSIT                                                    | - \$0.00     |                      |        |
| Aftermarket                                                | \$0.00       | phone:               |        |
| GAP                                                        | \$0.00       |                      |        |
| Balance Due ON DELIVERY                                    | \$38,479.00  | email:               |        |
| NOTES                                                      |              |                      |        |

**ORDERED 10/29/2021 ORDER #D303**

X   
Buyer Date

X **DOUGLAS REA**  
Sales Manger Date