



CITY OF WALNUT GROVE
Thursday, April 25th, 2024 6pm
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL
CALLED MEETING MINUTES

- I. **CALL TO ORDER-** Called to order by Mayor Moncrief at 6:01pm
- II. **INVOCATION-** Led by Tony Powell
- III. **PLEDGE OF ALLEGIANCE-** All participated
- IV. **ROLL CALL-** Stephanie Moncrief, Erica Miles, Maxine McClanahan, Linda Pilgrim, Kimberly Whitlow, Tony Powell
- V. **AGENDA APPROVAL-** Erica Miles made a motion to approve the agenda, Maxine McClanahan second the motion to approve the agenda. All in favor. Motion passed 4-0.
- VI. **PUBLIC HEARING- ERU Amendment to the Land Development Ordinance**
– Tony Powell presented on this topic. The City wants to amend the ERU usage from 210 to 250. This recommendation came from Precision Planning. Billy Coleman spoke but was not in favor or against the amendment. He inquired about the amount of sewer capacity the City currently has but had no objection to the ERU Amendment to the Land Development Ordinance.
- VII. **NEW BUSINESS**
 1. City of Walnut Grove “little free library” presentation – Girl Scout, Emily Bovenkerk- Emily Bovenkerk proposed putting in a “little free library” in the City Park to earn her silver badge for girl scouts. No action taken. This item will be moved to the 5/9/24 meeting to be voted upon. No action taken.
 2. City of Walnut Grove Lions Club birdbath donation to the pollinator garden- Linda Pilgrim proposed to council that the Lions Club donate a bird bath to the pollinator garden. No action taken. This will be voted upon at the 5/9/24 meeting.
 3. Exterior View of the building for tract #2- Billy Coleman presented the exterior view of the building for tract #2. The council is going to prepare pictures/suggestions on what they would like the exterior to look like. No action taken.
 4. Wex Credit Card/Wheels Fleet Management – Council discussed Wheels Fleet Management as an alternative option for our gas cards.

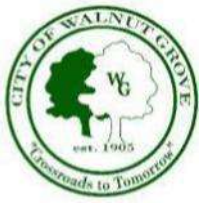
5. Credit Card Statement – Council reviewed the credit card statement. No concerns or questions. No action taken.
6. Tree City USA – The City wants to get a group of citizens to form a “Tree Board.” Council invited citizens to get involved with this effort so the City can become a Tree City. No action taken.
7. City of Walnut Grove City Limit/Welcome Signage – Council discussed getting “Welcome Signage” as you come into the City. The council was left with some documentation to review. No action taken.

VIII. OLD BUSINESS

1. Text Amendment ERU – Council discussed
2. Emerald Cove Paving Update – The City contacted LNCO to let them know they were selected for the project. Their original bid needed to be extended from 3 weeks to 6 weeks. The pricing also went up 5% which went brought the total from \$11,000 to \$12,495.00. No action taken.
3. GA Cities Week – The City will be participated in Georgia Cities Week and recognized their law enforcement, council, Lions Club and employees during this week. No action taken.
4. GIRMA – GIRMA is the City insurance carrier. The council was given documentation to review for the renewal of GIRMA. No action taken.

IX. EXECUTIVE SESSION- PROPERTY – No executive session

- X. ADJOURN-** Maxine McClanahan made a motion to adjourn the meeting. Erica miles seconded the motion to adjourn the meeting. All in favor. Motion passed 4-0.



CITY OF WALNUT GROVE
May 9th, 2024 6PM
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL MINUTES

- I. **CALL TO ORDER-** Mayor Moncrief called the meeting to order at 6:00pm
- II. **INVOCATION-** Linda Pilgrim led the invocation.
- III. **PLEDGE OF ALLEGIANCE-** All participated
- IV. **ROLL CALL-** Stephanie Moncrief, Erica Miles, Linda Pilgrim, Rachel Davis, Maxine McClanahan, Jay Crowley, Joe Walter, Kimberly Whitlow
- V. **AGENDA APPROVAL-** Erica Miles made a motion to approve the agenda, Rachel Davis seconded the motion to approve the agenda. All in favor. **Motion passed 4-0.**
- VI. **CONSENT AGENDA –** Erica Miles made a motion to approve the consent agenda with the financials removed. Rachel Davis made a motion to approve the consent agenda with the financials removed. All in favor. **Motion passed 4-0.**
 1. **MINUTES-** April 11th, 2024- **Approved**
 2. **FINANCIALS –** Removed. Will be moved to June 13th, 2024 Council Meeting
 3. **INVOICES OVER \$5000**
 - Precision Planning \$5500 – **Approved**
 - GIRMA \$26467.00- **Approved**
- VII. **COMMITTEE REPORTS**
 - School Involvement – Stephanie Moncrief gave report. There are several high school students going to state for track. The students will also be participating in a “Black and Green” football game. Rachel Davis shared that the elementary school received a \$20,000 grant for shade sales. The shades will be cover for the teachers and for the students. This grant will also help cover some playground equipment purchases. The school also received their STEM Certification.
 - DDA- No report given
- VIII. **PLANNING AND ZONING COMMISSION-** Joe Walter gave report for Planning and Zoning in place of Megan Ragan. Planning Commission has not met this year but

they will have a meeting in June. The City received an application from Benchmark (Bowman was the applicant.) The City has accepted the application and will have a Public Hearing for this on June 13th, 2024.

IX. LIBRARY REPORT- Dana Seger gave report for the library. The library has a lot of activities going on for various age ranges this month. Dana thanked Emily Bovenkerk for donating the “Little Library” to the City. The library has a new volunteer starting at the library and her name is Ella. The library is always looking for volunteers to help at the library. Dana went over all the events the library has going on this month and these activities can be found on the Library Calendar.

X. PUBLIC COMMENT- Jamisa Jameson and Daphne Johnson made council comments. Jamisa Jameson 261 Overlook Drive: She mentioned to council that there are two girls from Walnut Grove Elementary who went to Nationals for archery and she believes we should recognize them at a meeting. Daphne Johnson introduced herself to council and wanted to let them know that she is an artist who is excited to let her work be seen by the citizens of Walnut Grove.

XI. OLD BUSINESS

- 1. City of Walnut Grove “little free library” presentation – Girl Scout, Emily Bovenkerk-** Maxine McClanahan made a motion to accept the little library box, Rachel Davis seconded the motion to accept the little library box. All in favor. **Motion passed 4-0.**
- 2. City of Walnut Grove Lions Club birdbath donation to the pollinator garden-** Erica Miles made a motion to not accept the birdbath. Rachel Davis seconded the motion to not accept the bird bath. No discussion. Maxine McClanahan, Rachel Davis, Erica Miles voted in favor. Linda Pilgrim abstained. **Motion passed 3-0.**
- 3. Text Amendment ERU-** Joe Walter gave a brief description of what the council was taking action on. This text amendment changes the usage from 210 a day back to 250 a day. Maxine McClanahan made a motion to approve the text amendment on the ERU to 250. Erica Miles seconded the motion to approve the text amendment on the ERU to 250. Maxine

McClanahan, Rachel Davis, Erica Miles in favor. Linda Pilgrim opposed.
Motion passed 3-1.

XII. NEW BUSINESS

1. **Budget 2024-2025-** The proposed 2024/2025 was presented to the council and the citizens. Mayor Moncrief recognized Maxine McClanahan for all of her time spent on preparing this budget and Rachel Davis for her help with getting the documents together.

XIII. REPORTS

1. **Public Works-** Brian Pilgrim gave report. Public Works is working hard to get the grass cut throughout the City. Brian is working on getting quotes for dead trees around the City. There has been no vandalism in the park this month. The spray heads have been replaced at the Sewer Plant this month and there has been some work done on the filter system at the Sewer Plant.
2. **City Clerk-** 15 State Patrol Tickets, 12 County Tickets, 2 Pavilion Rentals, 17 Ballfield rentals. Account balance: General Operating Account: \$627,848.30, Sewer Operating Account: \$16,994.00, 2019 SPLOST: \$872,124.23, Money Market: \$739,518.16, Sewer Money Market: \$1,175,297.05
3. **Mayor-** The Mayor has been spending most of her time working on the budget. The roof on City Hall is in the process of being repaired.

XIV. TOWN HALL- Not on record

XV. COUNCIL COMMENTS- Rachel Davis, Maxine McClanahan and Erica Miles made council comments. Linda Pilgrim had no council comments.

XVI. EXECUTIVE SESSION – If necessary – No executive session

XVII. ADJOURN- Motion passed 4-0. Meeting Adjourned.



CITY OF WALNUT GROVE

Thursday, May 30th, 2024 6PM

1021 PARK STREET MUNICIPAL BUILDING

MAYOR AND COUNCIL

- I. **CALL TO ORDER**- Mayor Moncrief called the meeting to order at 6:00pm
- II. **INVOCATION**- Tony Powell led the invocation.
- III. **PLEDGE OF ALLEGIANCE**- All participated
- IV. **ROLL CALL**- Stephanie Moncrief, Erica Miles, Linda Pilgrim, Rachel Davis, Maxine McClanahan, Jay Crowley, Tony Powell, and Kimberly Whitlow
- V. **AGENDA APPROVAL**- Maxine McClanahan made a motion to approve the agenda, Rachel Davis seconded the motion to approve the agenda. **Motion passed 4-0.**
- VI. **PUBLIC HEARING**- Public Hearing held to discuss the 2024/2024 Budget. Rachel Davis made a motion to open the Public Hearing. Maxine McClanahan seconded the motion to open the Public Hearing. All in favor. Motion passed 4-0. ***No comments were made during the Public Hearing.*** Rachel Davis made a motion to close the public hearing, Erica Miles seconded the motion to close the public hearing. All in favor. Motion passed 4-0. No comments were made during the public hearing.
- VII. **OLD BUSINESS**
 1. Aaron Wadley with LNCO Emerald Cove Update- Council was given an update on the agreement with Aaron Wadley with LNCO. The next step is to have him at the next meeting to go over his recommendations. This will be added to the June 13th, 2024 meeting. No action taken.
 2. Budget Discussion- The council went over the budget and brought up any questions/concerns they have. Linda Pilgrim spoke on her concerns on page 23 regarding the garbage fees. They went over the cost of training costs that were included in the budget and what all that cost entails. The Mayor made some adjustments to page #9- 31.1- \$350,000 changed to \$358,000. Linda Pilgrim asked about the travel, mileage reimbursement, and other travel lines items and what the difference is between the 3 line items. The Mayor and Councilmember McClanahan explained the

difference between the 3-line items. Linda Pilgrim asked about line 53.110 page 15 which includes \$10,000 for office supplies. Maxine McClanahan explained where that number came from and what it entails. Linda Pilgrim also inquired about line 57.1100 which she stated was a question from a citizen. This line states that we give Walton County Board of Commissioners \$13,000. That is the fee for billing property tax. It was previously under 57.4000 (bad debts) and that is not the correct category for that. Linda Pilgrim asked about line 53.1125- *Facility and Ground Supplies* and line 53.1130- *Other General Supplies (Page 15.)* One line item has \$20,000 listed and the other line item is listed at \$10,000. Mayor Moncrief explained the differences between the two line items. Public Works does not have the necessary tools to properly do their job and the Facility and Ground supplies line will help Public Works get the items they need to properly do their jobs. The Other General Supplies will cover any other supply the city may need that does not have its own category. Page 22 had a clerical error that needs to be fixed within the descriptions.

VIII. **NEW BUSINESS**

1. **Little Library Agreement-** The final agreement was given to council to look over. The City has already agreed to it and no vote was needed.
2. **Rosenthal Wright Law Firm – Update to Monthly Solicitor Services/Engagement Letter-** This letter was given to council so they could see the final engagement letter for our solicitor. No action taken.
3. **Tree Removal—City of Walnut Grove Park –** There are 4 trees that need to be removed due to a beetle infestation. One is near the ballfield and three are in the park. Council has estimates to review from GA Tree and Dump Services, Fidelmar and SafeCo Tree Service. No action taken.
4. **Aaron Wadley w/ LNCO – On Call Agreement –** Aaron Wadley offers an on call service for different areas of expertise in regards to storm water. He will attend the June 13th, 2024 meeting to answer questions. No action taken.
5. **Grass cutting private property vs. easements –** Attorney Powell provided explanation of what the City is responsible for in reference to private property vs. easements. The City cannot use public funds to cut private property. No action taken.
6. **Insurance Claim re: wind & hail damage-** The roofs at City Hall and the Library have been approved to have both roofs replaced by insurance due to wind and hail damage. This item will be on the next council meeting on June 13th, 2024. No action taken.
7. **Telecommunications & Right of Way Management, Resolution –** An organization through GMA goes out and looks for the franchise fees that the

City may be missing out on. The cost is a little under \$1000 for one year. This will be on the June 13th, 2024 meeting. No action taken.

8. Library Parking Lot Seal Coating and Striping – Two quotes were brought to council to review for seal coating and striping of the Library Parking lot. The excess money from the roof will cover what cost of seal coating and striping the Library Parking lot. The Mayor and the Public Works Manager will decide on which quote to go with and move forward. No action taken.

9. Sewer Plant Hay Cutting and Removal – The City has found a company to cut the sewer plant grass. This company does not have liability insurance and the Mayor asked Attorney Jay Crowley what we should do in this situation. The attorneys stated they feel comfortable moving forward without liability insurance. This will be added to the next meeting's consent agenda (June 13th, 2024) to be voted upon. No action taken.

IX. **EXECUTIVE SESSION** – Rachel David made a motion to go into executive session to discuss personnel, litigation and real estate, Erica Miles seconded the motion to go into executive session to discuss personnel, litigation and real estate. Motion passed 4-0. Erica Miles made a motion to return to the regular meeting. Rachel Davis seconded the motion to return to the regular meeting. All in favor. Motion passed 4-0.

X. **ADJOURN**- Maxine McClanahan made a motion to adjourn, Maxine McClanahan seconded the motion to adjourn. All in favor. Motion passed 4-0.

City of Walnut Grove

Budget vs. Actuals: 2024 Budget_(1) - FY24 P&L Classes

July 2023 - May 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
31.1000 Property Taxes	329,945.23	265,000.00	64,945.23	124.51 %
31.1310 Title Ad Valorem - TAVT	47,249.70	45,000.00	2,249.70	105.00 %
31.1315 Motor Vehicle Tax	1,731.13	2,500.00	-768.87	69.25 %
31.1340 Intangible Tax	3,418.48	7,000.00	-3,581.52	48.84 %
31.1600 Real Estate Transfer Tax	1,736.44		1,736.44	
31.1600 Real Estate Transfer Tax		2,500.00	-2,500.00	
31.1710 Franchise Tax - Electric	81,501.50	70,000.00	11,501.50	116.43 %
31.1730 Franchise Tax - Gas		6,000.00	-6,000.00	
31.1750 Franchise Tax - Cable	5,417.82	9,000.00	-3,582.18	60.20 %
31.1760 Franchise Tax - Telephone	325.50	2,500.00	-2,174.50	13.02 %
31.3100 Local Option Sales Tax	193,235.39	250,000.00	-56,764.61	77.29 %
31.4200 Alcohol Excise Tax	70,499.65	80,000.00	-9,500.35	88.12 %
31.6200 Insurance Premium Tax	118,422.17	110,000.00	8,422.17	107.66 %
31.8000 Other Taxes		500.00	-500.00	
31.9000 Penalties and Interest on Delinquent Taxes	3,044.05		3,044.05	
32.1110 Alcohol Licenses - Beer	750.00	750.00	0.00	100.00 %
32.1120 Alcohol Licenses - Wine	750.00	750.00	0.00	100.00 %
32.1130 Alcohol Licenses - Liquor	1,700.00	1,700.00	0.00	100.00 %
32.1200 Business License	8,776.00	12,000.00	-3,224.00	73.13 %
32.2200 Building Permits and Inspections	39,820.62	25,000.00	14,820.62	159.28 %
32.2990 Other Permits	935.00	500.00	435.00	187.00 %
32.4000 Late Fees	275.00		275.00	
33.1000 Intergovernmental Revenue - Federal	45,200.04		45,200.04	
33.7100 SPLOST Revenue	262,645.25		262,645.25	
34.1910 Election Qualifying Fee	360.00	180.00	180.00	200.00 %
34.4255 Sewerage Charges	56,180.81		56,180.81	
34.7000 Recreation Income	3,800.00	2,000.00	1,800.00	190.00 %
34.9999 Other Charges	93,115.97	850.00	92,265.97	10,954.82 %
35.1000 Fines and Forfeitures	53,898.63	35,000.00	18,898.63	154.00 %
35.1020 Court Fees - Other	-530.91	7,000.00	-7,530.91	-7.58 %
36.1000 Interest Revenue	788.25	500.00	288.25	157.65 %
37.1000 Contribution	150.00	1,000.00	-850.00	15.00 %
38.9999 Miscellaneous Revenue	5,892.11		5,892.11	
39.1100 Transfers from General Fund	19,601.88		19,601.88	
Sales of Product Income	13,242.97		13,242.97	
Total Income	\$1,463,878.68	\$937,230.00	\$526,648.68	156.19 %
Cost of Goods Sold				
Cost of Goods Sold	0.00		0.00	
Total Cost of Goods Sold	\$0.00	\$0.00	\$0.00	0.00%
GROSS PROFIT	\$1,463,878.68	\$937,230.00	\$526,648.68	156.19 %
Expenses				
51.1100 Salaries and Wages	198,378.26	203,774.40	-5,396.14	97.35 %

City of Walnut Grove

Budget vs. Actuals: 2024 Budget_(1) - FY24 P&L Classes

July 2023 - May 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
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31.1600 Real Estate Transfer Tax	1,736.44		1,736.44	
31.1600 Real Estate Transfer Tax		2,500.00	-2,500.00	
31.1710 Franchise Tax - Electric	81,501.50	70,000.00	11,501.50	116.43 %
31.1730 Franchise Tax - Gas		6,000.00	-6,000.00	
31.1750 Franchise Tax - Cable	5,417.82	9,000.00	-3,582.18	60.20 %
31.1760 Franchise Tax - Telephone	325.50	2,500.00	-2,174.50	13.02 %
31.3100 Local Option Sales Tax	193,235.39	250,000.00	-56,764.61	77.29 %
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31.9000 Penalties and Interest on Delinquent Taxes	3,044.05		3,044.05	
32.1110 Alcohol Licenses - Beer	750.00	750.00	0.00	100.00 %
32.1120 Alcohol Licenses - Wine	750.00	750.00	0.00	100.00 %
32.1130 Alcohol Licenses - Liquor	1,700.00	1,700.00	0.00	100.00 %
32.1200 Business License	8,776.00	12,000.00	-3,224.00	73.13 %
32.2200 Building Permits and Inspections	39,820.62	25,000.00	14,820.62	159.28 %
32.2990 Other Permits	935.00	500.00	435.00	187.00 %
32.4000 Late Fees	275.00		275.00	
33.1000 Intergovernmental Revenue - Federal	45,200.04		45,200.04	
33.7100 SPLOST Revenue	262,645.25		262,645.25	
34.1910 Election Qualifying Fee	360.00	180.00	180.00	200.00 %
34.4255 Sewerage Charges	56,180.81		56,180.81	
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34.9999 Other Charges	93,115.97	850.00	92,265.97	10,954.82 %
35.1000 Fines and Forfeitures	53,898.63	35,000.00	18,898.63	154.00 %
35.1020 Court Fees - Other	-530.91	7,000.00	-7,530.91	-7.58 %
36.1000 Interest Revenue	788.25	500.00	288.25	157.65 %
37.1000 Contribution	150.00	1,000.00	-850.00	15.00 %
38.9999 Miscellaneous Revenue	5,892.11		5,892.11	
39.1100 Transfers from General Fund	19,601.88		19,601.88	
Sales of Product Income	13,242.97		13,242.97	
Total Income	\$1,463,878.68	\$937,230.00	\$526,648.68	156.19 %
Cost of Goods Sold				
Cost of Goods Sold	0.00		0.00	
Total Cost of Goods Sold	\$0.00	\$0.00	\$0.00	0.00%
GROSS PROFIT	\$1,463,878.68	\$937,230.00	\$526,648.68	156.19 %
Expenses				
51.1100 Salaries and Wages	198,378.26	203,774.40	-5,396.14	97.35 %

City of Walnut Grove

Budget vs. Actuals: 2024 Budget_(1) - FY24 P&L Classes

July 2023 - May 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
51.2100 Group Insurance	11,428.56	21,000.00	-9,571.44	54.42 %
51.2200 Payroll Taxes - Social Security	17,954.92	18,100.00	-145.08	99.20 %
51.2210 Payroll Taxes - Medicare		2,610.00	-2,610.00	
51.2215 Payroll Taxes - Federal Unemployment		825.60	-825.60	
51.2400 Retirement Contributions		15,000.00	-15,000.00	
52.1100 Court Software	3,345.00	2,500.00	845.00	133.80 %
52.1300 IT Services	17,417.28	10,000.00	7,417.28	174.17 %
52.2110 Solid Waste Collection	72,048.00		72,048.00	
52.2200 Repairs and Maintenance	11,126.16	17,500.00	-6,373.84	63.58 %
52.2210 Repairs and Maintenance - Vehicles Code Officer	3,541.28	100,000.00	-100,000.00	
Total 52.2210 Repairs and Maintenance - Vehicles	3,541.28	100,000.00	-96,458.72	3.54 %
52.2220 Repairs and Maintenance - Streets, Roads and Bridges	12,086.25	15,000.00	-2,913.75	80.58 %
52.2240 Professional Services	435.00	51,800.00	-51,365.00	0.84 %
52.2241 Professional Services - Engineering	21,034.62		21,034.62	
52.2241 - Code Enforcement	45,312.50	20,000.00	25,312.50	226.56 %
52.2241 - Engineering Services		30,000.00	-30,000.00	
52.2241 - Inspections	24,935.00		24,935.00	
52.2241 - Storm Water		30,000.00	-30,000.00	
52.2241 - Zoning Administration	59,641.24	50,000.00	9,641.24	119.28 %
Total 52.2241 Professional Services - Engineering	150,923.36	130,000.00	20,923.36	116.09 %
52.2242 Professional Services - Accounting	37,304.98	35,000.00	2,304.98	106.59 %
52.2243 Professional Services - Legal	60,893.00	60,800.00	93.00	100.15 %
52.2244 Professional Services - Security	1,208.28	1,800.00	-591.72	67.13 %
52.2250 Facility and Grounds Maintenance	12,045.17	7,500.00	4,545.17	160.60 %
52.2260 Liability Insurance	49,549.00	27,000.00	22,549.00	183.51 %
52.3000 Cleaning Services	1,366.50		1,366.50	
52.3200 Communication	2,030.67	11,300.00	-9,269.33	17.97 %
52.3200 Communications - Wireless Telephone	7,369.72		7,369.72	
52.3300 Advertising	1,800.00	5,000.00	-3,200.00	36.00 %
52.3500 Travel	6,859.67	3,500.00	3,359.67	195.99 %
52.3600 Dues and fees	6,763.21	4,500.00	2,263.21	150.29 %
52.3610 Bank Charges	1,160.28	750.00	410.28	154.70 %
52.3700 Training and Education	9,576.45	17,000.00	-7,423.55	56.33 %
52.3850 Contract Labor	130.05	15,000.00	-14,869.95	0.87 %
52.3900 Other Expenses	2,343.61	3,500.00	-1,156.39	66.96 %
53.1100 Cleaning Supplies		500.00	-500.00	
53.1110 Office Supplies	6,758.48	5,000.00	1,758.48	135.17 %
53.1115 Pavilion Rental Expenses	315.00	650.00	-335.00	48.46 %
53.1120 Postage	1,134.00		1,134.00	
53.1130 General Supplies - Other	446.30	2,500.00	-2,053.70	17.85 %
53.1140 Community Support/Events	1,697.46	5,000.00	-3,302.54	33.95 %
53.1210 Utilities - Water	2,259.19	2,250.00	9.19	100.41 %

City of Walnut Grove

Budget vs. Actuals: 2024 Budget_(1) - FY24 P&L Classes

July 2023 - May 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
53.1220 Utilities - Gas	850.75	1,000.00	-149.25	85.08 %
53.1230 Utilities - Electricity	47,738.69	45,500.00	2,238.69	104.92 %
53.1240 Utilities - Cable	10,085.42	8,000.00	2,085.42	126.07 %
53.1270 Gas, Oil, Diesel	5,988.60	8,000.00	-2,011.40	74.86 %
53.1700 Other Supplies	275.00		275.00	
53.9999 Miscellaneous Expenditures		2,500.00	-2,500.00	
54.2500 Equipment		14,000.00	-14,000.00	
54.2600 New Construction		50,000.00	-50,000.00	
57.1000 Other Business Expenses		720.00	-720.00	
57.3000 Library	70,561.05	70,000.00	561.05	100.80 %
57.3300 Peace Officer Annuity/Benefit Fund	3,714.52	2,500.00	1,214.52	148.58 %
57.3320 Crime Lab Fees		50.00	-50.00	
57.3340 Drivers Ed/Training Fund		50.00	-50.00	
57.3370 Drug Abuse Treatment and Education		1,750.00	-1,750.00	
57.3375 County Jail Fund		2,000.00	-2,000.00	
57.3380 Peace Officer - Prosecutor's Fund		1,500.00	-1,500.00	
57.3385 Local Victim Assist. Fund	1,067.00	1,500.00	-433.00	71.13 %
57.3390 GA Crime Victims Assist. Program		500.00	-500.00	
57.3391 Peace Officer - Prosecution Indigent Fund		500.00	-500.00	
57.3392 Sheriff's Retirement Fund of GA	462.00	500.00	-38.00	92.40 %
57.3393 GSCCCA Payouts	8,516.95	6,000.00	2,516.95	141.95 %
57.4000 Walton County Board of Commissioners	8,472.69	10,000.00	-1,527.31	84.73 %
58.1000 Debt Service - Principal	60,799.35	36,000.00	24,799.35	168.89 %
61.1321 Transfers to 2019 SPLSOT	3,482.33		3,482.33	
61.1505 Transfers to Water Treatment Fund	19,500.00		19,500.00	
Reimbursements	15,534.95		15,534.95	
Total Expenses	\$968,744.39	\$1,059,230.00	\$ -90,485.61	91.46 %
NET OPERATING INCOME	\$495,134.29	\$ -122,000.00	\$617,134.29	-405.85 %
Other Income				
39.9999 Budgeted Use of Fund Balance		122,000.00	-122,000.00	
Total Other Income	\$0.00	\$122,000.00	\$ -122,000.00	0.00%
NET OTHER INCOME	\$0.00	\$122,000.00	\$ -122,000.00	0.00 %
NET INCOME	\$495,134.29	\$0.00	\$495,134.29	0.00%

City of Walnut Grove

Budget vs. Actuals: 2024 Budget_(1) - FY24 P&L Classes

July 2023 - May 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
51.2100 Group Insurance	11,428.56	21,000.00	-9,571.44	54.42 %
51.2200 Payroll Taxes - Social Security	17,954.92	18,100.00	-145.08	99.20 %
51.2210 Payroll Taxes - Medicare		2,610.00	-2,610.00	
51.2215 Payroll Taxes - Federal Unemployment		825.60	-825.60	
51.2400 Retirement Contributions		15,000.00	-15,000.00	
52.1100 Court Software	3,345.00	2,500.00	845.00	133.80 %
52.1300 IT Services	17,417.28	10,000.00	7,417.28	174.17 %
52.2110 Solid Waste Collection	72,048.00		72,048.00	
52.2200 Repairs and Maintenance	11,126.16	17,500.00	-6,373.84	63.58 %
52.2210 Repairs and Maintenance - Vehicles Code Officer	3,541.28		3,541.28	
		100,000.00	-100,000.00	
Total 52.2210 Repairs and Maintenance - Vehicles	3,541.28	100,000.00	-96,458.72	3.54 %
52.2220 Repairs and Maintenance - Streets, Roads and Bridges	12,086.25	15,000.00	-2,913.75	80.58 %
52.2240 Professional Services	435.00	51,800.00	-51,365.00	0.84 %
52.2241 Professional Services - Engineering	21,034.62		21,034.62	
52.2241 - Code Enforcement	45,312.50	20,000.00	25,312.50	226.56 %
52.2241 - Engineering Services		30,000.00	-30,000.00	
52.2241 - Inspections	24,935.00		24,935.00	
52.2241 - Storm Water		30,000.00	-30,000.00	
52.2241 - Zoning Administration	59,641.24	50,000.00	9,641.24	119.28 %
Total 52.2241 Professional Services - Engineering	150,923.36	130,000.00	20,923.36	116.09 %
52.2242 Professional Services - Accounting	37,304.98	35,000.00	2,304.98	106.59 %
52.2243 Professional Services - Legal	60,893.00	60,800.00	93.00	100.15 %
52.2244 Professional Services - Security	1,208.28	1,800.00	-591.72	67.13 %
52.2250 Facility and Grounds Maintenance	12,045.17	7,500.00	4,545.17	160.60 %
52.2260 Liability Insurance	49,549.00	27,000.00	22,549.00	183.51 %
52.3000 Cleaning Services	1,366.50		1,366.50	
52.3200 Communication	2,030.67	11,300.00	-9,269.33	17.97 %
52.3200 Communications - Wireless Telephone	7,369.72		7,369.72	
52.3300 Advertising	1,800.00	5,000.00	-3,200.00	36.00 %
52.3500 Travel	6,859.67	3,500.00	3,359.67	195.99 %
52.3600 Dues and fees	6,763.21	4,500.00	2,263.21	150.29 %
52.3610 Bank Charges	1,160.28	750.00	410.28	154.70 %
52.3700 Training and Education	9,576.45	17,000.00	-7,423.55	56.33 %
52.3850 Contract Labor	130.05	15,000.00	-14,869.95	0.87 %
52.3900 Other Expenses	2,343.61	3,500.00	-1,156.39	66.96 %
53.1100 Cleaning Supplies		500.00	-500.00	
53.1110 Office Supplies	6,758.48	5,000.00	1,758.48	135.17 %
53.1115 Pavilion Rental Expenses	315.00	650.00	-335.00	48.46 %
53.1120 Postage	1,134.00		1,134.00	
53.1130 General Supplies - Other	446.30	2,500.00	-2,053.70	17.85 %
53.1140 Community Support/Events	1,697.46	5,000.00	-3,302.54	33.95 %
53.1210 Utilities - Water	2,259.19	2,250.00	9.19	100.41 %

City of Walnut Grove

Budget vs. Actuals: 2024 Budget_(1) - FY24 P&L Classes

July 2023 - May 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
53.1220 Utilities - Gas	850.75	1,000.00	-149.25	85.08 %
53.1230 Utilities - Electricity	47,738.69	45,500.00	2,238.69	104.92 %
53.1240 Utilities - Cable	10,085.42	8,000.00	2,085.42	126.07 %
53.1270 Gas, Oil, Diesel	5,988.60	8,000.00	-2,011.40	74.86 %
53.1700 Other Supplies	275.00		275.00	
53.9999 Miscellaneous Expenditures		2,500.00	-2,500.00	
54.2500 Equipment		14,000.00	-14,000.00	
54.2600 New Construction		50,000.00	-50,000.00	
57.1000 Other Business Expenses		720.00	-720.00	
57.3000 Library	70,561.05	70,000.00	561.05	100.80 %
57.3300 Peace Officer Annuity/Benefit Fund	3,714.52	2,500.00	1,214.52	148.58 %
57.3320 Crime Lab Fees		50.00	-50.00	
57.3340 Drivers Ed/Training Fund		50.00	-50.00	
57.3370 Drug Abuse Treatment and Education		1,750.00	-1,750.00	
57.3375 County Jail Fund		2,000.00	-2,000.00	
57.3380 Peace Officer - Prosecutor's Fund		1,500.00	-1,500.00	
57.3385 Local Victim Assist. Fund	1,067.00	1,500.00	-433.00	71.13 %
57.3390 GA Crime Victims Assist. Program		500.00	-500.00	
57.3391 Peace Officer - Prosecution Indigent Fund		500.00	-500.00	
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57.3393 GSCCCA Payouts	8,516.95	6,000.00	2,516.95	141.95 %
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58.1000 Debt Service - Principal	60,799.35	36,000.00	24,799.35	168.89 %
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Reimbursements	15,534.95		15,534.95	
Total Expenses	\$968,744.39	\$1,059,230.00	\$ -90,485.61	91.46 %
NET OPERATING INCOME	\$495,134.29	\$ -122,000.00	\$617,134.29	-405.85 %
Other Income				
39.9999 Budgeted Use of Fund Balance		122,000.00	-122,000.00	
Total Other Income	\$0.00	\$122,000.00	\$ -122,000.00	0.00%
NET OTHER INCOME	\$0.00	\$122,000.00	\$ -122,000.00	0.00 %
NET INCOME	\$495,134.29	\$0.00	\$495,134.29	0.00%

Fidelmar Tree Care LLC

RECIPIENT:

Stephanie Moncrief
1021 Park Street
Loganville, Georgia 30052

Quote #36

Sent on **May 21, 2024**

Total \$2,500.00

Product/Service	Description	Qty.	Unit Price	Total
Tree Removal	Removing four (4) large pine trees that are tagged with caution tape at the City of Walnut Grove Park, on Park Street. Two trees are by the municipal building, one tree is in the field by the playground, and another tree is in the tree line outside the fence on the ballfield.	1	\$2,500.00	\$2,500.00
Stump Removal	Stump removal is required for three of these trees (the tree by the ballfield is exempt from stump removal).	1	\$0.00	\$0.00

Total \$2,500.00

This quote is valid for the next 30 days, after which values may be subject to change.



CERTIFICATE OF LIABILITY INSURANCE

DATE: 11/01/2023

11/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights in the certificate holder in favor of such endorsement(s).

PRODUCER ABT INSURANCE SERVICES INC 6025 Peachtree Industrial Blvd Suite 1110 Atlanta, GA 30360 (404) 412-1111 Federal Trust Care LLC 3470 Lake Canton Rd Loganville, GA 30057	CONTACT NAME: Maday Hernandez TEL. No. (770) 441-0000 FAX No. (770) 441-3373 E-MAIL: maday@abtin.com WEBSITE: www.abtin.com TYPE OF COVERAGE: AUTOMOBILE LIABILITY COVERAGE POLICY NO.: American Builders Insurance Co-Appund POLICY NO.: POLICY NO.: POLICY NO.:
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COVERAGES CERTIFICATE NUMBER REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS AND DEDUCTIBLES MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	START DATE	END DATE	COVERAGE	LIMITS	
1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> HOMEOWNERS LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> PERSONAL AND AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY	<input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING PAST AND PRESENT <input type="checkbox"/> PERSONAL AND AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING PAST AND PRESENT <input type="checkbox"/> PERSONAL AND AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY	2023-04-25-00	11-01-2023	10-01-2024	BODILY INJURY: 1,000,000 PROPERTY DAMAGE: 100,000 ADVERTISING PAST AND PRESENT: 5,000 PERSONAL AND AUTO LIABILITY: 1,000,000 PERSONAL AUTO LIABILITY: 2,000,000 PERSONAL AUTO LIABILITY: 2,000,000	
2	<input type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> PERSONAL AND AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING PAST AND PRESENT <input type="checkbox"/> PERSONAL AND AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY						
3	<input type="checkbox"/> PERSONAL AND AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING PAST AND PRESENT <input type="checkbox"/> PERSONAL AND AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY <input type="checkbox"/> PERSONAL AUTO LIABILITY						

DESCRIPTION OF OPERATIONS (LOCK BOX) / VEHICLE (ACORD 95). Additional Remarks (Subject to the amount of limit shown in coverage)
 *GA OPERATIONS GENERAL LIABILITY POLICY EXCLUDES COVERAGE BY STATE OF NY

CERTIFICATE HOLDER SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Fidelmar Tree Care LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **07/14/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **07/21/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 3/5/2024 4:54:47 PM

BUSINESS INFORMATION

CONTROL NUMBER	23156389
BUSINESS NAME	Fidelmar Tree Care LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/05/2024
ANNUAL REGISTRATION PERIOD	2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	3490 Lake Carlton Rd, Loganville, GA, 30052, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Brian Gonzalez Perez	3490 Lake Carlton Rd, Loganville, GA, 30052, USA	Gwinnett

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Brian perez
AUTHORIZER TITLE	Organizer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winder Insurance Center 73 Church Street Winder, GA 30680	CONTACT NAME: Logan Huff PHONE (A/C, No, Ext): 770-867-7441 E-MAIL ADDRESS: certificates@winderinsctr.com	FAX (A/C, No): 770-867-1234
	INSURER(S) AFFORDING COVERAGE	
INSURED Medders Sealcoating & Striping LLC MICHAEL MEDDERS 201 Cambridge Dr Loganville, GA 30052	INSURER A: Main Street America Assurance	NAIC # 29939
	INSURER B: Owners Insurance Co	32700
	INSURER C: Auto Owners Insurance	18988
	INSURER D: NORGUARD INS CO	31470
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPZ3267G	02/07/2024	02/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5399672700	08/06/2023	08/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			5399672701	06/26/2023	06/26/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MEWC457292	09/21/2023	09/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 City of Walnut Grove
 2581 Leone Ave
 Loganville, GA 30052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MEDDERS SEALCOATING & STRIPING LLC

770-715-6158

mmedders@yahoo.com

PROPOSAL AND ACCEPTANCE

Estimate #: 24-027

Date: 05/23/2024

Proposal Submitted To:	Project Information:
------------------------	----------------------

City Of Walnut Grove
Stephanie Moncrief

City Of Walnut Grove City Hall
2581 Leone Ave
Loganville, GA 30052

We hereby submit the estimate for the installation of the following specifications:

SCOPE OF WORK	UNITS	QUANTITY	PRICE	ESTIMATE TOTAL
Clean sealcoat & restripe existing asphalt using Supreme sealer.	SQ YDS	956	\$2.75	\$2,629.00
All Striping & Crack Filling asphalt joints on existing parking lot. IS INCLUDED IN THE YARDAGE PRICE.				

Thank you for the opportunity, it is greatly appreciated!

ESTIMATE TOTAL \$2,629.00

Any alterations of deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, or delays beyond our control.

Note - this proposal may be withdrawn by us if not accepted within 30 days.

*Prices include 1 Move-in Fee(s)

Payment to be made as follows: To be paid in full within 15 days upon completion

Respectfully submitted by, Michael Medders

Accepted by: _____ Date: _____



MEDDERS SEALCOATING & STRIPING LLC

770-715-6158

mmedders@yahoo.com

PROPOSAL AND ACCEPTANCE

Estimate #: 24-027

Date: 05/23/2024

Proposal Submitted To:	Project Information:
------------------------	----------------------

City Of Walnut Grove
Stephanie Moncrief

City Of Walnut Grove Library
1000 Walnut Grove Pkwy
Loganville, GA 30052

We hereby submit the estimate for the installation of the following specifications:

SCOPE OF WORK	UNITS	QUANTITY	PRICE	ESTIMATE TOTAL
<p>Clean sealcoat & restripe existing asphalt using Supreme sealer.</p>	SQ YDS	1,274	\$2.75	\$3,503.50
<p>All Striping & Crack Filling asphalt joints on existing parking lot. IS INCLUDED IN THE YARDAGE PRICE.</p>				

Thank you for the opportunity, it is greatly appreciated!

ESTIMATE TOTAL \$3,503.50

Any alterations of deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, or delays beyond our control.

Note - this proposal may be withdrawn by us if not accepted within 30 days.

*Prices include 1 Move-in Fee(s)

Payment to be made as follows: To be paid in full within 15 days upon completion

Respectfully submitted by, Michael Medders

Accepted by: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above Medders Sealcoating & Striping LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 201 Cambridge Drive	Requester's name and address (optional)
6 City, state, and ZIP code Loganville, GA 30052	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
-											
or											
Employer identification number											
8	7	-	1	9	8	2	6	4	8		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 03/05/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INVOICE

4 Brothers Construction LLC

1780 Graves Rd
Norcross GA 30093
Phone: (901) 831-8156

Project:
1551 Walnut Grove Pkwy
Loganville GA 30052

DATE: May 30, 2024

INVOICE # 1
6 YEARS WARRANTY ON LABOR
(NO LEAK) FULL PAYMENT DUE
AT COMPLETION

BILL TO: City of Loganville
MANAGEMENT

DESCRIPTION	AMOUNT
Material and Labor - Remove and Install roof	\$ 17,500.00
5 Sheets of Plywood (Included)	
Flashing to 4 Chimneys (Included)	
Material to be used: GAF shingles material, 1 dumpster, *Lifetime warranty on material.	

SUBTOTAL	\$ 17,500.00
TAX RATE	0.00%
SALES TAX	-
OTHER	-
TOTAL	\$ 17,500.00

Make all checks payable to 4 BROTHERS CONSTRUCTION LLC If you have any questions concerning this invoice please contact us at the number mentioned above

THANK YOU FOR YOUR BUSINESS!

May 22, 2024

Honorable Stephanie Moncrief
Mayor
City of Walnut Grove
2581 Leone Avenue
Walnut Grove, GA 30052

RE: EMERALD COVE PAVEMENT RESTORATION RECCOMENDATION

Dear Ms. Moncrief,

I have reviewed the City's Emerald Cove Pavement concerns and potential solutions to restore the paving section close to original grades. I will not get into the background, causes, or specific underlying issues in this letter but only recommended options to consider.

Option 1: Fill gutter with asphalt - \$150,000 Estimated

This option is exactly as it sounds; the City will solicit bids to clean and reestablish the historic gutter line and tack and fill with asphalt. This work will require a minimum amount of material but significant labor as the work is almost all to be performed by hand. This is the most economical solution but comes with the following concerns:

1. Because the gutter will be filled by hand, it will not be possible to be perfectly smooth and will be a noticeable difference from the adjacent paving.
2. The cracks and joints in the gutter line will transfer up to the surface of the asphalt relatively fast. This can lead to delamination of the asphalt and be a maintenance and aesthetic problem in the future.
3. Concrete can hold and permeate water that may lead to additional isolated delamination as moisture seeks a way out.

Option 2: Mill and Inlay - \$300,000 – 400,000 Estimated

The City will solicit bids to mill the roadway surface 1.5 inches below the gutter line, patch any areas of failing pavement, and pave back flush with the edge of the concrete gutter. This contract will need to include concrete removal and repair at all locations homeowners have filled the gutter in.

1. This estimate will depend on the lower pavement condition, below the current asphalt surface and there could be additional cost due to what cannot be seen.
2. Construction staging will be very difficult and a temporary burden to the neighborhood as the road is milled several inches in some locations.
3. Some savings may be possible by utilizing a slightly thinner topping.
4. Bids for single streets / neighborhoods are very difficult to estimate due to the amount of road work in the marketplace and could be significantly higher than estimated.

CITY OF WALNUT GROVE: EMERALD COVE PAVEMENT RESTORATION RECCOMENDATION

My professional recommendation is option 2, as a 'BEST VALUE' to the city. Fix it like new now and there should be minimal maintenance and repair for many years into the future. Once an option is chosen, I will assemble a bid package and we should be able to post a bid within two weeks. The bid will need to post for 30 days, with the work potentially being completed by mid October.

Thank you for the opportunity to support the City of Walnut Grove. I look forward to working with you, the council, and staff.

Sincerely,

A handwritten signature in blue ink that reads "Aaron Wadley". The signature is fluid and cursive, with the first name "Aaron" and last name "Wadley" clearly distinguishable.

Aaron Wadley, P.E.
LNCO Planning Engineering Construction
404-326-4522

May 22, 2024

Honorable Stephanie Moncrief
Mayor
City of Walnut Grove
2581 Leone Avenue
Walnut Grove, GA 30052

RE: ON-CALL SERVICES: MISCELLANEOUS ENGINEERING SERVICES AGREEMENT

Dear Ms. Moncrief,

I am pleased to offer my expertise to perform as-needed engineering and professional services for the City of Walnut grove.


In general, the services covered by this letter agreement may include, but are not limited to: studies, design, recommendations, asset management, engineering analyses and evaluations, construction engineering and inspection, or other professional services as requested by the City of Walnut Grove. Our 2024 Rate Schedule is listed in Exhibit A. A new rate schedule will be submitted annually. The City of Walnut Grove will be invoiced monthly for months in which services occur.

LNCO Planning Engineering Construction will provide these engineering services in accordance with Exhibit B, General Terms and Conditions, which is also attached and made a part of this Letter Agreement.

If the terms of this Letter Agreement are acceptable, please execute and return a copy to us.

I look forward to serving the City and appreciate the opportunity to provide the above services and others to the City of Walnut Grove. I look forward to working with you and staff. We are committed to doing all that we can to ensure a successful outcome for each project, task, or program. Please let me know if you have any questions or comments concerning this proposal.

Sincerely,



Aaron Wadley, P.E.
LNCO Planning Engineering Construction
404-326-4522

CITY OF WALNUT GROVE: PROFESSIONAL SERVICES ON-CALL AGREEMENT

ACCEPTED: The City of Walnut Grove

Date

Date:

Witness (Print and Sign)

EXHIBIT A

LN.CO, LLC
2024 RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	HOURLY RATE
SENIOR PROFESSIONAL ENGINEER	\$194.25
TECHNICAL PROFESSIONAL/ TECHNICAL INSPECTOR GENERAL	\$157.50
INSPECTOR / LMIG INSPECTION	\$141.75
JUNIOR INSPECTOR / ADMINISTRATION	\$110.25

*ADDITIONAL POSITIONS MAY BE ADDED AS NECESSARY

REIMBURSABLE EXPENSE SCHEDULE

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** LN,CO, LLC. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain minimum required insurance coverage for General Liability, Automobile General Liability, Workers Comp, and Errors and Omissions
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
24. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
25. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
26. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
27. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
28. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
29. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

STATE OF GEORGIA
COUNTY OF WALTON

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into by and between THE CITY OF WALNUT GROVE organized and existing under the laws of the State of Georgia and authorized to do business in the State of Georgia (hereinafter referred to as OWNER), and CASEY MILLER, an individual resident of the State of Georgia, doing business as Miller Hay Farm (hereinafter referred to as CONSULTANT).

WITNESSETH:

WHEREAS, the OWNER owns real property where they spray byproducts from their sewer plant (“Sewer Plant Field”);

WHEREAS, OWNER desires to contract with CONSULTANT to cut, bail, and haul off the hay from the Sewer Plant Field;

NOW, THEREFORE, the OWNER and CONSULTANT, in consideration of their mutual covenants herein, agree with respect to the performance of cutting, bailing, and hauling off of hay by the CONSULTANT in exchange for consideration by OWNER;

SECTION 1 – CONSULTANT’S SERVICES

The CONSULTANT shall cut, bail, and haul off the hay from the Sewer Plant Filed as needed by the OWNER (“Services”). CONSULTANT will communicate with the Public Works director to schedule times to perform such Services. In exchange, CONSULTANT can keep and dispose of the hay for no fee paid to OWNER. CONSULTANT may leave its equipment at the Sewer Plant Field but assumes all risk and liability in doing so, as is further stated in Section 4 of this Agreement.

SECTION 2 – OWNER’S RESPONSIBILITIES

The OWNER’S responsibilities to the CONSULTANT shall specifically include, but not be limited to, the following:

2.1 OWNER will tag all sprinkler heads prior to CONSULTANT’S first service so that CONSULTANT can identify the sprinkler heads.

2.2 OWNER will mow around the sprinkler heads and cut grass near the woods located on the Sewer Plant Field.

SECTION 3- PERIOD OF SERVICE

This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination.

SECTION 4- INDEMNITY AND HOLD HARMLESS

CONSULTANT shall, and does hereby agree to indemnify, defend, and hold harmless OWNER from, against, and in respect of any and all obligations, liabilities, responsibility, losses, costs, and expenses (“*Liabilities*”) suffered, incurred, or sustained by OWNER in any manner arising out of, by reason of, or in connection with any obligation, liability or responsibility suffered as a result of CONSULTANT carrying out the Services (“*Indemnified Matters*”), and CONSULTANT shall reimburse OWNER for any legal and other expenses incurred by OWNER in connection with investigating, defending, settling, compromising, or paying any such Indemnified Matter.

OWNER shall not be responsible or liable for CONSULTANT’s equipment, should CONSULTANT choose to leave any equipment on the Sewer Plant Field and CONSULTANT specifically releases OWNER from any liability related to CONSULTANT leaving equipment on the Sewer Plant Field. CONSULTANT shall be responsible for and liable for all damage done to OWNER’S sprinkler heads, equipment, real property and other personal property if damage is done while performing the Services and CONSULTANT shall indemnify OWNER for any expenses or fees incurred due to CONSULTANT damaging sprinkler heads, equipment, real property and other personal property.

SECTION 5- GENERAL CONDITIONS

5.1 INSURANCE

The CONSULTANT will secure and maintain such insurance as will protect it from claims for damages because of injury or death of any other person; and from claims for damages because of injury to or destruction of tangible personal property, including loss of use resulting therefrom.

5.2 SUCCESSORS AND ASSIGNS

The CONSULTANT and OWNER each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the CONSULTANT nor the OWNER will assign, sublet or transfer any interest in the Agreement without the consent of the other. Nothing

herein shall be construed as giving any rights or benefits hereunder to anyone other than the CONSULTANT and the OWNER.

5.3 TERMINATION

This Agreement may be terminated by the OWNER by thirty (30) days' written notice.

5.4 MODIFICATION

This Agreement constitutes the entire understanding between the OWNER and CONSULTANT and may be modified only by a written instrument duly executed by the parties hereto.

5.5 MISCELLANEOUS

5.7.1 This Agreement is governed by the laws of the State of Georgia.

5.7.2 Time is of the essence in this Agreement.

5.7.3 The OWNER employs the CONSULTANT as an independent contractor and not as an employee or agent of the OWNER.

5.7.4 All disputes arising from this Agreement or the services to be provided hereunder shall be heard in the Superior Court of Walton County, Georgia. The parties hereto hereby waive any objections to jurisdiction or venue in the Superior Court of Walton County, Georgia.

5.7.5 Nothing in this agreement shall waive a parties right to a jury trial, limit any statutory limitations of the State of Georgia for bringing any action under this Agreement or anyway limit damages resulting from either Party's wrongdoing or negligence.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, 2024.

OWNER: CITY OF WALNUT GROVE, GEORGIA

By: _____
Stephanie Moncrief, Mayor

Attest: _____
Kimberly Whitlow, City Clerk

CONSULTANT:

By: _____
Casey Miller

**AGREEMENT BETWEEN
THE CITY OF WALNUT GROVE
AND
THE GEORGIA MUNICIPAL ASSOCIATION, INC.
FOR TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT**

WHEREAS, the City of Walnut Grove (“City”) desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City;

WHEREAS, the Georgia Municipal Association, Inc. (“GMA”) has available a telecommunications and right of way management program; and,

WHEREAS, the City has a need for such telecommunications and right of way management program.
THEREFORE, THE CITY AND GMA AGREE AS FOLLOWS:

Section 1. Services Provided to the City of Walnut Grove

GMA agrees to provide, either directly or through its agents or subcontractors, the following consulting services, (all of which are explained more fully below) which are to be known as GMA’s Telecommunications and Right of Way Management Program:

- a) Local Franchise Management, as more fully described in Section 2 of this agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of this agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of this agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of this agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of this agreement.

Section 2. Local Franchise Management

Local Franchise Management shall include assisting the City with the following:

- a) Facilitating the City’s compliance with the 1984 and 1992 Federal Cable Acts, the Telecommunications Act of 1996 and the rules of the FCC affecting municipal regulation of cable and video service providers;
- b) Regulating cable rates for basic service, equipment and installation, and performing rate analysis to determine compliance with the Federal Communications Commission (“FCC”) rate regulations, if the City is a rate regulator;
- c) Evaluating and responding to requests for approval of franchise grant, transfer, modification or renewal;

- d) Recommending and developing customer service standards for cable and video service providers; and
- e) Assisting with Public Educational and Government Channel (PEG) development and implementation issues.

Section 3. State Issued Franchise Management

State Issued Franchise Management shall include assisting the City as needed with the following based on O.C. G. A. 36-76-1 *et seq.*:

- a) Reviewing requests for state issued franchises submitted to the Secretary of State's Office to provide service within the city's corporate limits, including facilitating the Secretary of State's procedural processes related to the franchise fee percentage for a holder of a state issued franchise;
- b) Assisting with Public Educational and Government Channel (PEG) development and implementation issues;
- c) Reviewing requests for transfers of state issued franchises submitted to the Secretary of State's Office for service provided within the city's corporate limits; and
- d) Assisting with customer complaints rules as established by the Governor's Office of Consumer Affairs.

Section 4. Cellular and PCS Tower Site Consultation Services

Cellular and PCS and Tower Site Consultation Services shall include:

- a) Negotiating agreement between the City and any cellular or PCS provider for use of the city's property by the provider;
- b) Advising Cities on the provisions of tower site agreements for the use of public land;
- c) Informing Cities concerning federal policies related to siting of wireless technologies; and
- d) Referring Cities to engineering or other professional resources on an as needed basis.

Section 5. State and Local Franchise Compliance Monitoring Services

Franchise compliance monitoring services shall include systematically reviewing the cable operator's or video provider's compliance with the terms of certain aspects of a local or state issued franchise agreement to encompass the following:

- a) Upon receipt of revenue report forms from the city, monitor compliance with the definition of "gross revenue" and assist with recovery of any identified underpayments;
- b) Periodically perform a review of the franchisee's books and records to determine compliance with the definition of gross revenue and assisting with recovery of any identified underpayment;
- c) Advising government concerning conducting the local performance review of an operator's performance in compliance with provisions of a local franchise agreement;

- d) Reviewing funding or other issues related to the government channel, tower rental fees or pole agreement fees if applicable;
- e) Documenting operator's carriage of appropriate insurance coverage;
- f) Checking and documenting the status of system construction timeframes, if applicable;
- g) Handling and resolving subscriber complaints as referred;
- h) Monitoring operator's adherence to federal, state or local customer service standards;
- i) Notifying Cities of any identified areas of noncompliance and resolution of same or notification that the operator was found to be in compliance;

Section 6. Rights of Way Ordinance Development

- a) Review existing Rights of Way Ordinance to determine City's current rights of way practices;
- b) Review existing permit process and other ordinances that impact use and restoration of the rights of way;
- c) Evaluate current Rights of Way practices and recommend changes; and
- d) Provide updated Rights of Way Ordinance based on the unique needs of the City

Section 7. Other Services

In addition to the services outlined above, the City may obtain technical performance auditing of a cable operator or telecommunications company and technical assistance in the development of public, educational and governmental access channels and institutional networks as well as engineering consulting services concerning cellular tower siting. These other services may be obtained from GMA, its agents, employees or subcontractors. The parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services; provided, however, the additional fee for each such additional service shall not exceed \$10,000.

Section 8. Effective Date, Renewal and Termination.

- a) This Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the Calendar year in which it was executed and at the close of each succeeding Calendar year for which it may be renewed as provided for herein.
- b) This Agreement shall commence as of _____, 20____. It is automatically renewed for successive one-year calendar terms thereafter, unless terminated by either GMA or the City by giving 30 days advance written notice of such termination to the other party. GMA shall be entitled to payment for services rendered to the City, including compensation due for additional services rendered to the City, including compensation due for additional services reasonably substantiated by GMA as of the effective date of termination.

- c) The total obligation of the City under this Agreement for the calendar year of execution shall initially be **\$1,050.00**. The total obligation of the City which will be incurred in each Calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year exclusive of amounts for any Other Services as the City may elect to obtain through the provisions of Section 7 of this agreement. The rendering of services by GMA or its subcontractors to the City after any renewal of this Agreement for such services shall result in additional obligations for the City.

Section 9. Hold Harmless

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement. To the extent permitted by law, the City holds harmless GMA for liability for the negligence of the City, its officers, agents, employees, or subcontractors arising out of this agreement. GMA holds harmless the City for the negligence of GMA, its officers, agents, employees, or subcontractors arising out of this agreement. No agency relationship created for other purposes including but not limited to workers compensation and employee benefits and neither party or their officers, agents or employees shall be deemed employees of the other party.

Section 10. Agency

In addition, by executing the attached Agent Representation Form the City designates GMA, its officers, agents, employees, and contractors as agents of the City for purposes of Section 635A of the Communications Act of 1934, as amended, the applicable provisions of the Local Government Antitrust Act of 1984 and O.C. G. A. 36-76-1 *et seq* known as the Georgia Consumer's Choice for Television Act of 2008.

Section 11. Amendments.

This contract may be amended by future written agreements executed on behalf of the City and GMA.

Section 12. Georgia Security and Immigration Compliance Act

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

Section 13. Law Applicable.

This agreement shall be construed under the laws of the State of Georgia.

Section 14. Consulting Services

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or accountancy.

EXECUTED ON BEHALF OF THE CITY OF WALNUT GROVE THIS _____ DAY OF _____, 20____.

ATTEST:

CITY OF WALNUT GROVE:

City Clerk

By: _____
Authorized Signatory, Title

APPROVED AS TO FORM:

City Attorney

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Larry H. Hanson, CEO and Executive Director

A RESOLUTION OF THE CITY OF WALNUT GROVE THROUGH THE COUNCIL TO AUTHORIZE THE MAYOR OF SAID CITY TO EXECUTE A TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT PROGRAM AGREEMENT

WHEREAS, the City of Walnut Grove desires to regulate the provision of cable television and other telecommunications management services so as to assure that the citizens of said City receive quality service;

WHEREAS, the Georgia Municipal Association has available a telecommunications and right of way management program to assist the City in such regulation;

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Walnut Grove is hereby authorized to execute a telecommunications and right of way management program agreement on behalf of the City, in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the Mayor and Council of the City of Walnut Grove this _____ day of _____, 20____.

ATTEST:

By: _____
City Clerk

Mayor: _____
City of Walnut Grove

(SEAL)

**Georgia Municipal Association
Telecommunications and Right of Way Management Program**

AGENT REPRESENTATION FORM

The undersigned is a participant in the Georgia Municipal Association's (GMA) Telecommunications and Right of Way Management (TRM) program. GMA's TRM program provides assistance with all aspects of federal and state cable and video franchising, including but not limited to franchise renewals and modifications, state franchise application process, franchise fee reviews and customer service issues. As a participant in GMA's TRM program, authorization is hereby granted to allow GMA's staff and/or subcontractors to act on the Participants behalf as listed above.

This AGENT REPRESENTATION FORM is effective upon date signed and until further notice.

Name of City, Town or County

Street Address

City

Zip Code

Phone #

Fax #

Email Address

Submitted By – Print Name

Title

Signature

Date



EXHIBIT A

GEORGIA MUNICIPAL ASSOCIATION
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371
Federal Work Authorization User Identification Number

November 26, 2007
Date of Authorization

Telecommunications and Right of Way Management Service
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 12, 20 23, in Atlanta (city), Georgia (state).

Larry H. Hanson
BY: GMA Authorized Officer or Agent

7-12-23
Date

Larry H. Hanson, CEO and Executive Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12th DAY OF July, 2023

Regina Y. Gresham
Notary Public

My Commission Expires: August 1, 2026

SEAL

