

**INTERGOVERNMENTAL CONTRACT
RE: DEVELOPMENT SERVICES**

THIS INTERGOVERNMENTAL CONTRACT (“Contract”), made and entered into as of the ____ day of _____, 2026 by and between THE CITY OF MONROE, GEORGIA, a municipal corporation of the State of Georgia (the “City”) and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”).

WITNESSETH:

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, Dycom Industries, Inc. (the “Company”) owns approximately 48.84 acres at 1098 Highway 78 and 329, 331, 335, and 333 Jim Daws Road, Monroe, Georgia 30655 and has started construction of a technical training facility and retreat (the “Project”); and

WHEREAS, the Project is located in Walton County, Georgia and is zoned B3; and

WHEREAS, Walton County has issued a land disturbance permit for the project and construction is underway; and

WHEREAS, during the final detailed design process, the Company determined that the previously planned septic system would not accommodate the development without substantial upgrades to the previously designed system and requiring use of more land; and

WHEREAS, the Company desires to connect to the City’s sewer system which requires it annex into the City which process could delay construction of the facility; and

WHEREAS, the Project provides mutual benefits to the City and the County as it creates several direct jobs and provides training opportunities for potentially thousands of workers in the region; and

WHEREAS, the Project will also increase the tax base and engage the local economy; and

WHEREAS, the City and County desire to facilitate the Project’s timeline by allowing it to continue construction while the annexation process continues; and

WHEREAS, the County is willing to provide Development Services as defined herein until such time as the Project is annexed into the City and has a Certificate of Occupancy issued by the County; and

WHEREAS, the City is willing to rely on the permits and approvals issued by Walton County and accept the Project as constructed once it is annexed into the City and has received a Certificate of Occupancy from the County.

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 City and County 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 five (5) years or until such time as a Certificate of Occupancy is received for the Project.

3.

Definitions

- a. ***Certificate of Occupancy***: A Certificate of Occupancy is the documented approval of the Company's right to occupy and utilize the structures on its training campus which certificate demonstrates that all Development Regulations have been satisfied. Multiple buildings on the site require Certificates of Occupancy.
- b. ***Company***: The Company is Dycom Industries, Inc.
- c. ***Development Regulations***: Development Regulations shall include the local ordinances that apply to the process of development and construction of a project, including ordinances governing: site, building, environmental controls, erosion and sedimentation, fire protection, flood damage control, water resource management, and zoning. Development Regulations shall also include any standard codes and state requirements incorporated by reference into such local ordinances. The City and County have their own Development Regulations.
- d. ***Development Services***: Development Services shall include:
 - i. Issuance of permits required by the Development Regulations to develop a project, including but not limited to: land disturbance, clearing, grading, utility installation, building permits and certificates of occupancy.
 - ii. All levels of plan review and approval including but not limited to preliminary plat approval.
 - iii. Site inspections associated with permitting and permit compliance during construction.
 - iv. Enforcement of approved plan requirements and Development Regulation during construction.

- v. Assessment and collection of permitting and other customary fees.
- e. **Project:** The Project is the technical training facility and lodge being constructed by Dycom Industries, Inc. on 48.84 acres at 1098 Highway 78 and 329, 331, 335, and 333 Jim Daws Road, Monroe, Georgia 30655. The facility includes: a main building with classroom and office space, an existing home for the onsite manager's residence, outdoor training facilities including a pole yard, underground utility field, driving course, and a mock residential neighborhood, and lodging to house up to 43 trainees onsite during training.
- f. **Utility Provider.** The City of Monroe is the Utility Provider for water, sewer, gas, telecommunications, and solid waste for the Project.

4.

Development Services

The City and County agree that Walton County shall continue to provide Development Services for the Project as those services are defined herein until such time as the Project is annexed into the City and the County has issued a Certificate of Occupancy for all structures within the Project requiring such. Following issuance of the Certificate of Occupancy(s), the Project shall be grandfathered under the City's Development Regulations for current structures/development and subject to the City's Development Regulations for any expansions going forward.

5.

Sewer Plan Review

The City has agreed to provide sewer service to the Project subject to the Project being annexed, however, due to timing and the need for a cohesive development plan, the City has agreed to review the Company's sewer plans while the annexation is pending.

6.

Turnover Upon Certificate of Occupancy

Upon annexation into the City and issuance of a Certificate of Occupancy for all structures within the Project requiring such by Walton County, Walton County shall cease to assume the role of the permitting entity and regulatory/permitting responsibility shall fully revert to the City; provided that any permits or certificates already issued by the County for the Project shall continue in force and effect as though they were issued by the City. The County shall provide copies of all plans and permits issued to the City. To the extent permitted by law, the City hereby waives against the County, as well as its officers, employees and agents, any claim for harm, costs, or damages arising out of the performance or non-performance of Development Services by the County.

7.

Authority to Apply Development Regulations

To the extent permitted by law, the City hereby delegates to the County the authority to: apply and enforce the County's Development Regulations; collect the County's standard fees for such application/enforcement; issue permits under such Development Regulations (which permits may be in the County's name where not prohibited by law); waive or extend deadlines to the extent permitted by the Development Regulations; authorize amendments to the project site plan(s) subject to the Development Regulations; and otherwise serve as the City's development services department (or comparable subunit) with respect to the Project. Permits and similar authorizations issued by the County in conformance with this Contract shall be honored by the City as if they were issued by the City, and upon the request of any party or permittee such permits or authorizations shall be reissued in the name of the City without the requirement to pay any additional fees.

8.

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. In addition, rather than striking the invalid or unconstitutional clause, it is the parties' intent to reform the clause to make it legal and enforceable, to the greatest extent permitted by law.
- 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 may be amended by written agreement between the parties.

9.

Notices

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

For The City of Monroe:
City Manager
Logan Propes
215 N Broad Street

Monroe, Georgia 30655
With a copy to:
Rosenthal Wright, LLC
110 Court Street
Post Office Box 926
Monroe, Georgia 30655

For Walton County:
Chairman of the Walton County Board of Commissioners
111 S Broad Street
Monroe, Georgia 30655
With a copy to:
Charles Ferguson
County Attorney
118 Court Street
Monroe, Georgia 30655

IN WITNESS WHEREOF, the parties, acting 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 INTERGOVERNMENTAL CONTRACT Re: DEVELOPMENT SERVICES, made and entered into as of the ____ day of _____, 2026, by and between Walton County, and the City of Monroe, Georgia]

CITY OF MONROE, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

Clerk

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: DEVELOPMENT SERVICES, made and entered into as of the ____ day of _____, 2026, by and between Walton County, and the City of Monroe, Georgia]

WALTON COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners
of Walton County

(SEAL)

Attest:

Clerk, Board of Commissioners
of Walton County