



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, September 10, 2024 at 6:00 PM
Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia
Phone: 770-267-1301 | Fax: 770-267-1400

AGENDA

1. PRESENTATIONS

- 1.1. Certificate of Recognition - The Bridge of Georgia
- 1.2. Achievement Award - Walton Fire Rescue

2. MEETING OPENING

- 2.1. Pledge of Allegiance & Invocation
- 2.2. Call to Order
- 2.3. Roll Call

3. ADOPTION OF AGENDA

- 3.1. Additions/Deletions

4. PROCLAMATIONS

- [4.1.](#) National Recovery Month

5. DISCUSSION

- 5.1. County Manager's Report/Update

6. PLANNING COMMISSION RECOMMENDATIONS

- [6.1.](#) Denial of LU24050020 and Z24050021 - Land Use Change from Rural Residential/Agriculture to Suburban and Rezone 39.82 acres from A1/R1 to R1OSC for a residential subdivision - Applicant: Adam Ewing/Owners: Jeffrey Bell and Joe Harrison - Property located on Hwy. 78/Locklin Rd./Map/Parcels C1780012X00 and 12Y00 - District 4 - **Tabled on 8/6/24**
- [6.2.](#) Approval of Z24060009 - Rezone 60.19 acres from A1 to R1OSC for a residential subdivision - Applicant: Reliant Homes GA, LLC/Owner: MFT Land Investments LLC - Property located on 3254 Double Springs Rd./Map/Parcel C0730004 - District 1

- 6.3.** Approval with conditions - Z24060023 - Rezone 34.26 acres from A2 to R1 for a residential subdivision - Applicant: Rosewood Development Co., LLC/Owner: AHC Bentley Bold, LLC - Property located at 3525 Bold Springs Rd./Map/Parcel C0720107 - District 5

Recommended conditions: 1) Before permits are issued, an assessment by the county will be completed and signed off by the county that the site meets required site distance; 2) assessments be made on two out parcels in the blind curve before driveways are permitted

- 6.4.** Approval with conditions - LU24070002 & Z24070003 - Land Use Change from Highway Corridor to Neighborhood Residential and Rezone 91.26 acres from A2 to R1OSC for a residential subdivision - Applicant: Carter Engineering Consultants Inc./Owner: Glenda Sells - Property located on Hwy. 138 & 1185 Hwy. 138/Map/Parcels C0950002 & 2C00 - District 5

Recommended Conditions: 1) Minimum square footage for single family home with one floor to be 2,200 and two-story 2,500; 2) Side entry garage only; 3) 60 lots instead of 63 lots

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

- 7.1.** Approval of August 6, 2024 Called Meeting Minutes

- 7.2.** Approval of August 6, 2024 Regular Meeting Minutes

- 7.3.** Contracts & Budgeted Purchases of \$25,000 or Greater

- 7.4.** Declaration of Surplus

- 7.5.** Contract - Family Connection Partnership - FY25 Renewal

- 7.6.** Professional Services Agreement - Cavanaugh Macdonald Consulting, LLC - Actuarial Audit Services

8. FINANCE

- 8.1.** McCarthy Barnsley - WCPSC - Change Order

- 8.2.** Reeves Young - Walnut Grove Park - Change Order 1 & 2

9. RESOLUTIONS

- 9.1.** FY25 Budget Amendment and Project Length Budget - Between Pickle Ball Courts

- 9.2.** FY25 Budget Amendment and Project Length Budget - SPLOST IV Deep Patching and Resurfacing Project

10. HUMAN RESOURCES

[10.1.](#) Proposed 2025 Holiday Schedule

11. ACCEPTANCE OF BIDS/PROPOSALS

[11.1.](#) Pre-Engineered Metal Building for Livestock Barn

[11.2.](#) Milling and Road Widening Project - Youth Monroe and Pleasant Valley

12. PUBLIC COMMENT | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*

13. ANNOUNCEMENTS

13.1. Project Update - Youth Monroe @ Sardis Church Road and H. D. Atha

14. EXECUTIVE SESSION

15. ADJOURNMENT

If you are an individual with a disability and require special assistance at this meeting, please contact our office at 770-267-1301 at least 48 hours prior to the meeting and arrangements will be made.

People wanting to make a Public Comment before the Board of Commissioners must complete a form and return it to the County Clerk no later than 4:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form. The form is available on our website.

For more information, please contact Rhonda Hawk.

RECOVERY MONTH 2024 PROCLAMATION

WHEREAS, behavioral health is an essential part of one’s overall health and well-being; and

WHEREAS, recovery from addiction occurs every day through a variety of recovery support services and treatment programs; and

WHEREAS, prevention of substance use disorders works, treatment is effective, and people recover across Georgia and around the nation; and

WHEREAS, millions of people across the United States are living happy, joyous, and free in long-term recovery; and

WHEREAS, the 2024 Georgia Recovers bus tour celebrates “**Georgia Recovers in Communities**” and recognizes we are never alone on this journey through recovery; and

WHEREAS, the Georgia Recovers bus tour will deliver over 100 Overdose Reversal Kits to communities across Georgia to be accessible in local government buildings; and

WHEREAS, education throughout our communities about recovery and addiction is essential to combating the stigma and discrimination faced by many people in recovery; and

WHEREAS, to help more people experience and sustain long-term recovery, the Georgia Department of Behavioral Health and Developmental Disabilities, the Georgia Council for Recovery, and the Georgia General Assembly Working Group on Addiction and Recovery, invite all residents of the State of Georgia to participate in National Recovery Month.

NOW, THEREFORE, I, David G. Thompson, Walton County Commission Chairman, and on behalf of the Walton County Board of Commissioners, do hereby proclaim the month of September 2024,

National Recovery Month

In, Walton County, Monroe, Georgia, to observe this month with appropriate programs, activities, and ceremonies to support the year’s **Recovery Month** theme, “**Georgia Recovers in Communities.**”

In Witness Whereof, I have hereunto set my hand this 10th day of **SEPTEMBER**, in the year of our Lord two thousand twenty-four, and the Independence of the United States of America the two-hundred and forty-ninth.



David G. Thompson, Chairman
Walton County Board of Commissioners



Planning and Development Department Case Information

Case Number: LU24050020 and Z24050021

Meeting Dates: Planning Commission 07-11-2024
Board of Commissioners 08-06-2024

<u>Applicant:</u>	<u>Owners:</u>	
Adam Ewing	Jeffrey Bell	Joe Harrison
P.O. Box 270	P.O. Box 369	P O BOX 963
Bethlehem, Georgia 30620	Watkinsville, GA 30677	Watkinsville GA 30677

Current Zoning: A1/R1

Request: Land Use Change from Rural Residential/Agriculture to Suburban and Rezone 39.82 acres from A1/R1 to R1OSC for a 34 lot subdivision

Address: Highway 78/Locklin Road, Monroe, Georgia 30655

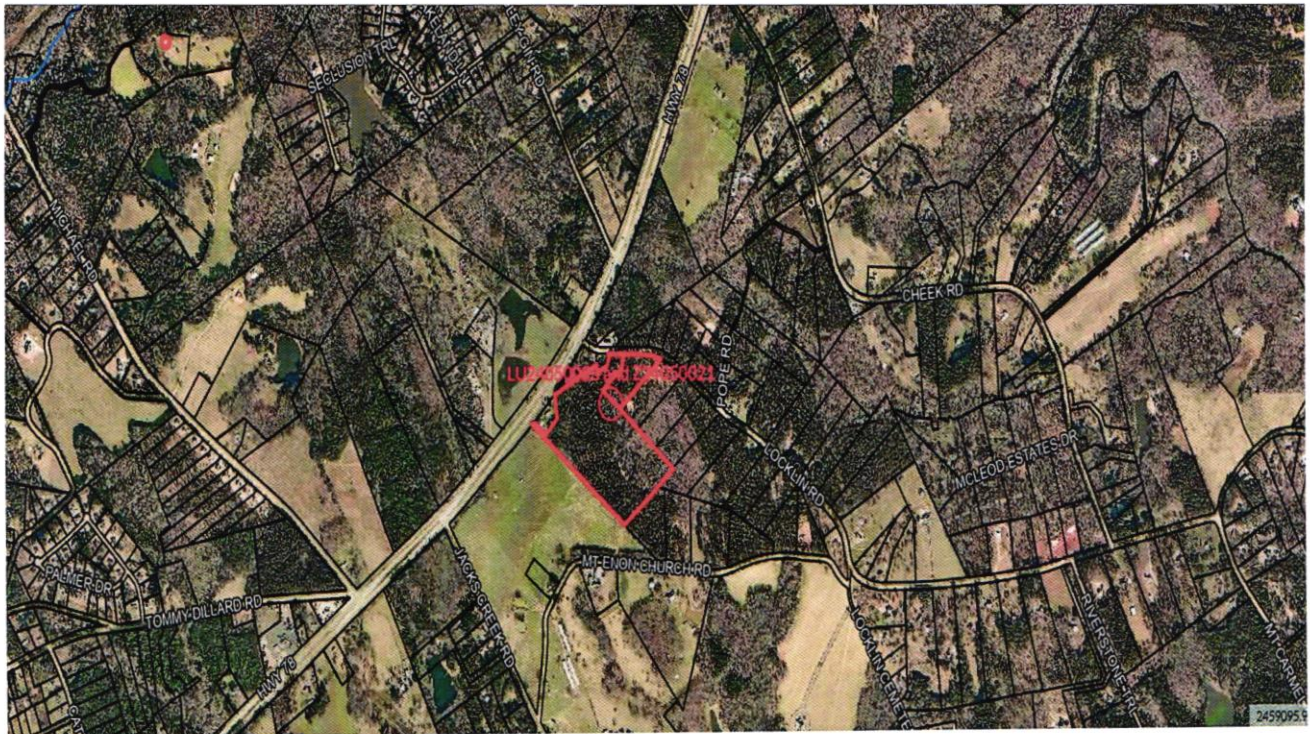
Map Number: Tract 1 - C1780012X00 and Tract 2 - C1780012Y00

Site Area: Tract 1 - 34.81 acres and Tract 2 - 5.01 acres

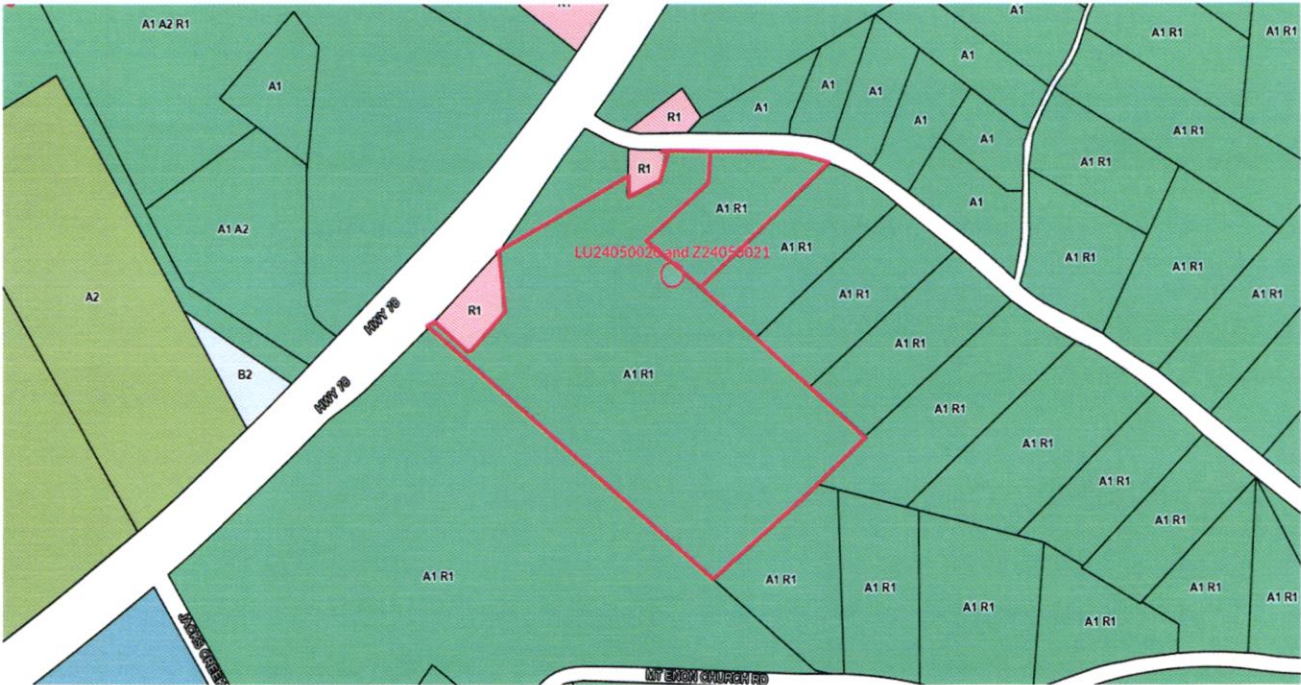
Character Area: Rural Residential/Agriculture

District 4: Commissioner–Lee Bradford Planning Commission –Michelle Trammel

Existing Site Conditions: Property consists of a total of 39.82 acres.



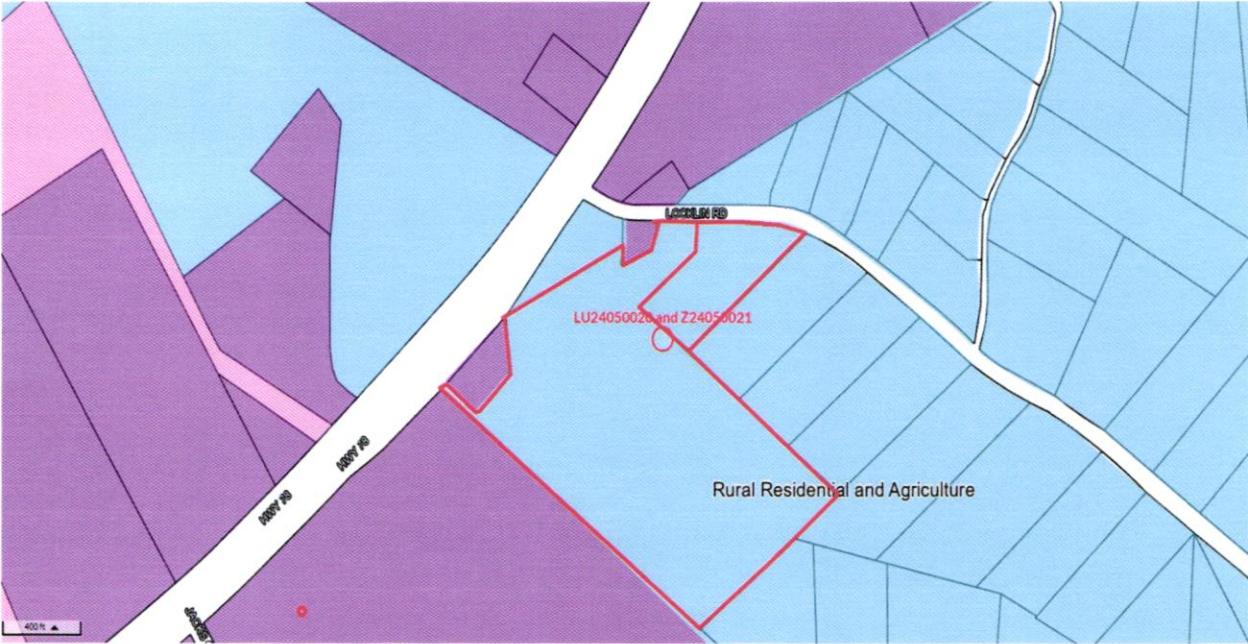
The surrounding properties are zoned A1/R1 and R1.



Subdivisions surrounding property:



The Future Land Use Map for this property is Rural Residential/Agriculture. The applicant is requesting this be changed to Suburban.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends to install a De-cell Lane an A-cell Taper.

Sheriffs' Department: No comment received.

Water Authority: This area is served by an existing 12" diameter water main along Hwy 78. (static pressure: 130 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). **A NEW 8" WATER MAIN WILL BE REQUIRED FROM HWY 78 TO THE SUBDIVISION ENTRANCE AND A NEW 8" WATER MAIN WILL BE REQUIRED TO DISTRIBUTE WATER WITHIN THE DEVELOPMENT. PLEASE COORDINAE WITH WCWD.**

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, Georgia Accessibility Code and Walton County Ordinances.

Fire hydrants shall be located within 500 ft. along the roadway.

A full plan review shall be performed.

The road width shall be 26' FOC to FOC cul-de-sacs shall be 96' minimum and radii shall be 28' minimum.

Fire Department Review: Added Fire and EMS response.

Board of Education: No comment received.

DOT Comments: Will require coordination with Georgia DOT. Please have applicant e-mail Chash@dot.ga.gov for conceptual review. (THE SITE PLAN SHOWS NO ENTRANCE ON HIGHWAY 78)

City of Monroe: No impact for the City of Monroe.

PC Action:

Presentation: Stanton Porter, attorney for the applicant, represented the case for the applicant.

This is a request to rezone for open space concept neighborhood with 34 lots. Property barely touches Hwy 78. With this being an open space concept there are certain design criteria that must be met that may resolve some of the concerns of the neighbors. One thing is we are required to set aside 25% as open space. They have no issues if the zoning is adopted with the site plan as presented. There is estate style lots down Locklin Road and to keep development from backing up to these lots they have positioned the open space and extra buffer areas abutting these properties to provide more privacy; more than you would have with a regular R1. Property does abut two R1 zoned properties, so this is not spot zoning. There is an aerial image in the packet that shows within the narrow scope there are 9 other subdivisions in this area. Walton County water will serve the lots with septic tanks.

Tim Kemp asked is he aware of the big field next to this development and that he has had to chase cows back into that field. Mr. Kemp verified that the only entrance will be off Locklin Road.

Michelle Trammell asked if they are bringing water to the site in an 8-inch pipe or will they be larger. Mr. Porter stated they will put in what is required. She verified the houses will be minimum 2,100 square feet, \$300,000-\$400,000 range. Ms. Trammel also verified there will be no amenities. Tim Hinton verified that the developer is also building the homes and he is intending to develop to sell houses. He asked about the standards are for his houses, to which Mr. Porter stated they are not asking for any variance from the codes, and they will probably be hardy, brick and stone exteriors.

Speaking: Laura and Jason Morris who live on Mt Ena Church Road were speaking on behalf of the neighborhood. They presented a petition with 60 homeowners' signatures. The neighbors met and came up with a list of concerns which included: They moved here due to the rural character. There are beautiful homes, natural water streams, larger homes. In the 100-surrounding home, the average lot is 6.6 acres. Most of the lots in this proposed subdivision are .6 and .7 acres which is drastically different from their estate lots and custom homes. She stated the applicant made mention of the Comprehensive Plan several times in the application; and their land area is the only section that is still rural agricultural, there is suburban located on down Locklin Road. She mentioned the current A1/R1 zoning of the property and pointed out most of this property is zoned A1 which requires a minimum of 2 acres. This would be more in keeping with the neighborhood. She said He mentioned the subdivisions in the area on a map, these aren't really subdivisions these are estate lots. Ms. Morris pointed out several issues in the comp plan that mention preserving rural areas. The detention pond will empty directly into their pond. Mr. Morris stated that he works in Stormwater in Gwinnett County, and he knows what these ponds turn into if they are not maintained properly. There would have to be a mandatory HOA to maintain. She stated they all have soil issues; the area has a lot of wet areas, and this project is proposing to put 34 septic tanks on this property which is a concern. Traffic: This entrance will be 200' from Hwy 78, this development will bring in another 100 cars trying to turn left. That along with the apartment complex down the road is going to greatly increase

traffic. The Moore's Ford historic monument is located at this corner and may have to be moved. The house on the other side of this property belongs to Ms. Cooper who has her autistic grandchild that lives with her. The special bus that picks her up takes longer than normal and will back cars up and this should be taken into consideration. With the apartments down the road, why are more homes needed. There is concern about this being a rental community.

David Schultz, 4446 Locklin Road, moved here 4 years ago from Gwinnett County to move away from this type of growth. All the tracts in the area are 5 to 10 acres.

James B Duden, 4425 Locklin Road, has been here 24 years and he wants to know how they plan to run water down Locklin Road. He has concerns about traffic and accidents.

Keith Stafford, 1023 McLeod Estates Drive, McLeod Estates. Mr. Ewing built the homes in this subdivision. Mr. McLeod developed the subdivision and created the HOA. Mr. Ewing has never turned it over to the residents and claimed it didn't exist. He was just letting them know that he probably won't start an HOA in this development.

Megan Linebaugh spoke stating that she does not live in this area but wanted to know how many lots could be developed now and verified that this is an open space conservation. Charna Parker said maybe 18; that they would have to be 2-acre lots. She asked if the Board of Commissioners had adopted the amendment that was proposed last year would this have allowed this gentleman to build this without having to come before this board. Ms. Parker explained that because this property is zoned A1 and R1 if he wanted the density of 1 dwelling per 1 acre he would still have to come before the board to rezone all to R1. She just wondered because she is seeing a trend of these type of developments as the opportunity for developers to have less infrastructure to install and cram more lots into the subdivision.

Rebuttal: Mr. Porter stated there would be no issues for mandatory HOA. The design is for the subdivision to be owner occupied. The purpose of the open space is to try to create a buffer. This property can be developed with larger lots with no buffers along the development. The issues of the cost of homes and apartments down the road; the design of a \$400,000 house is the in between home for teachers and police officers. Why must people choose between apartments and million-dollar homes, young people just want a starter home. The property has already been developed into larger estate lots as much as could be done, and this is what is left. Hwy 78 could grow, and this could be commercial one day. He stated people are always saying I moved here to get away from wherever, should this mean that no one else can move here. He asked that a recommendation for approval be given.

Recommendation: Michelle Trammel stated that she would like to make a motion instead of recommending R1 OSC to rezone to A1 OSC. Chairman Hinton stated unfortunately what we have an application requesting R1 OSC so what we must do is either recommend approval of the R1 OSC with any conditions you may have or denial. Ms. Trammel then made a motion to recommend denial with a second by John Pringle. Tim Hinton and Wesley Sisk opposed that motion. Michelle Trammel, John Pringle, Tim Kemp, and Terry Eison voted in favor of the motion to deny. The motion carried.

Character Area Map Amendment

Application # LU24050020

Planning Comm. Meeting Date 7-11-2024 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm. Meeting Date 8-6-2024 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C1780012X00 & C1780012400

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Adam Ewing</u>	<u>Jeffery Bell</u> <u>Joe Harrison</u>
<u>Po Box 270</u>	<u>Po Box 369</u> <u>Po Box 963</u>
<u>Bethlehem, GA</u> <u>30620</u>	<u>Watkinsville GA</u> <u>Watkinsville, GA</u> <small>(If more than one owner, attach Exhibit "A")</small> <u>30677</u>
Phone # <u>6786280227</u>	Phone # <u>706-207-4652 / 706-255-8100</u>

E-mail Address: aeewing@premierhq.com

Location: Hwy 78 / Locklin Rd **Acreage** 34.81 / 5.01 AC
~~33.91 / 5.02~~

Existing Character Area: rural Residential / Agriculture (39.82 acres)

Proposed Character Area: Suburban

Is this a Major or Minor amendment to the plan? Minor
 Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA

Is the property located within a watershed protection overlay district? NO

Proposed Development: Single-family Multi-family Commercial Industrial

Proposed Zoning: R1OSC **Number of Lots:** 34 **Minimum Lot Size:** _____

Public Sewer: _____ **Provider:** _____ **Septic Tank:**

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

[Signature] 5/30/24 \$ 250.00
 Signature Date Fee Paid

Rezone Application # Z24050021
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 7-11-2024 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)

Board of Comm Meeting Date 8-6-2024 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C1780012X00X00 ^{35.41 acres} & C1780012Y00 ^{5.02 acres}

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Adam Ewing

Jeffrey Bell

PO Box 270

PO Box 369

Bethlem, GA

Watkinsville GA

E-mail address: aewing@premeirhcg.com (If more than one owner, attach Exhibit "A")

Phone # 678 628 6227

Phone # _____

Location: Hwy 78 / Locklin Rd Requested Zoning R1 OSC Acreage 34.81 / 5.01 AC
~~33.11 / 5.02~~

Existing Use of Property: Undeveloped

Existing Structures: Abandoned house (to be removed)

The purpose of this rezone is Develop a 34 lot subdivision

Property is serviced by the following:

Public Water: X Provider: Walton Co Water Auth. Well: _____

Public Sewer: NA Provider: N/A Septic Tank: X

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

Signature AZ Date 5/30/24 Fee Paid \$ 450.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1/R1 Surrounding Zoning: North R1 South A1/R1
East A1 West R1

Comprehensive Land Use: Rural Residential / Agriculture DRI Required? Y _____ N ✓

Commission District: 4-Lec Bradford Watershed: _____ TMP ✓

I hereby withdraw the above application _____ Date _____

**AUTHORIZATION
BY PROPERTY OWNER**

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Adam Ewing

Address: PO Box 270, Bethlehem, GA

Telephone: 678 628 0227

Location of Property: Hwy 78 & Lockin Road

Map/Parcel Number: C1780012X00 (33.91AC) & C1780012Y00 (S.02AC)

Current Zoning: A1 R1 Requested Zoning: R1 OSC

[Signature]
Property Owner Signature

[Signature]
Property Owner Signature

Print Name: JEFF BELL

Print Name: JEFF HARRISON

Address: P.O. Box 369 WATKINSVILLE, GA 30677

Address: P.O. Box 963 WALKERSVILLE GA 30677

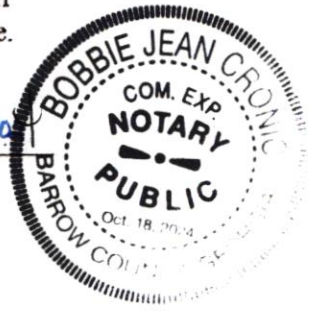
Phone #: 706 707 4652

Phone #: 706 255-8100

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

[Signature]
Notary Public

05-31-2011
Date



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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

All adjoining properties are zoned
A1/R1 used primarily for residential
use.

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

The particular zoning only
allows for one lot due to the
road frontage without building
infrastructure.

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

Rezoning will not destruct property
values or hurt the health safety
or moral of the public in any
way.

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

The public gains greater housing
availability that is needed in our
community at this time compared
to a loss in property value to the
owner.

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

The future land use for Walton
County will be residential use

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

- N/A

Revised Site Plan

GENERAL NOTES
 -DOMESTIC WATER SUPPLY TO BE WALTON COUNTY
 -SANITARY SEWER TO BE INDIVIDUAL SEPTIC SYSTEMS
 -CURRENT ZONING: A1 R1
 -TO BE REZONED: R1 OSC
 -MINIMUM LOT WIDTH 100FT
 -NEW COUNTY R/W: 2,069 LF @ 60FT ROW

BOUNDARY SURVEY
 -BOUNDARY REFERENCED FROM PLAT PREPARED BY
 GULF-ATLANTIC FORESTRY, DATED 06/24/2017
 -SOURCE OF DATUM IS MEAN SEA LEVEL

FLOOD NOTE:
 FLOOD HAZARD AREA EXISTS ON SITE AS PER F.I.R.M.
 COMMUNITY PANEL No. 13297C0155E, DATED 12/15/22

BUILDING SETBACKS R1:
 FRONT: 40' FROM R/W OF ROADS
 SIDE: 10' FROM PROPERTY LINES
 REAR: 40' FROM PROPERTY LINES

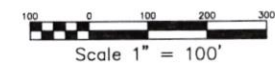
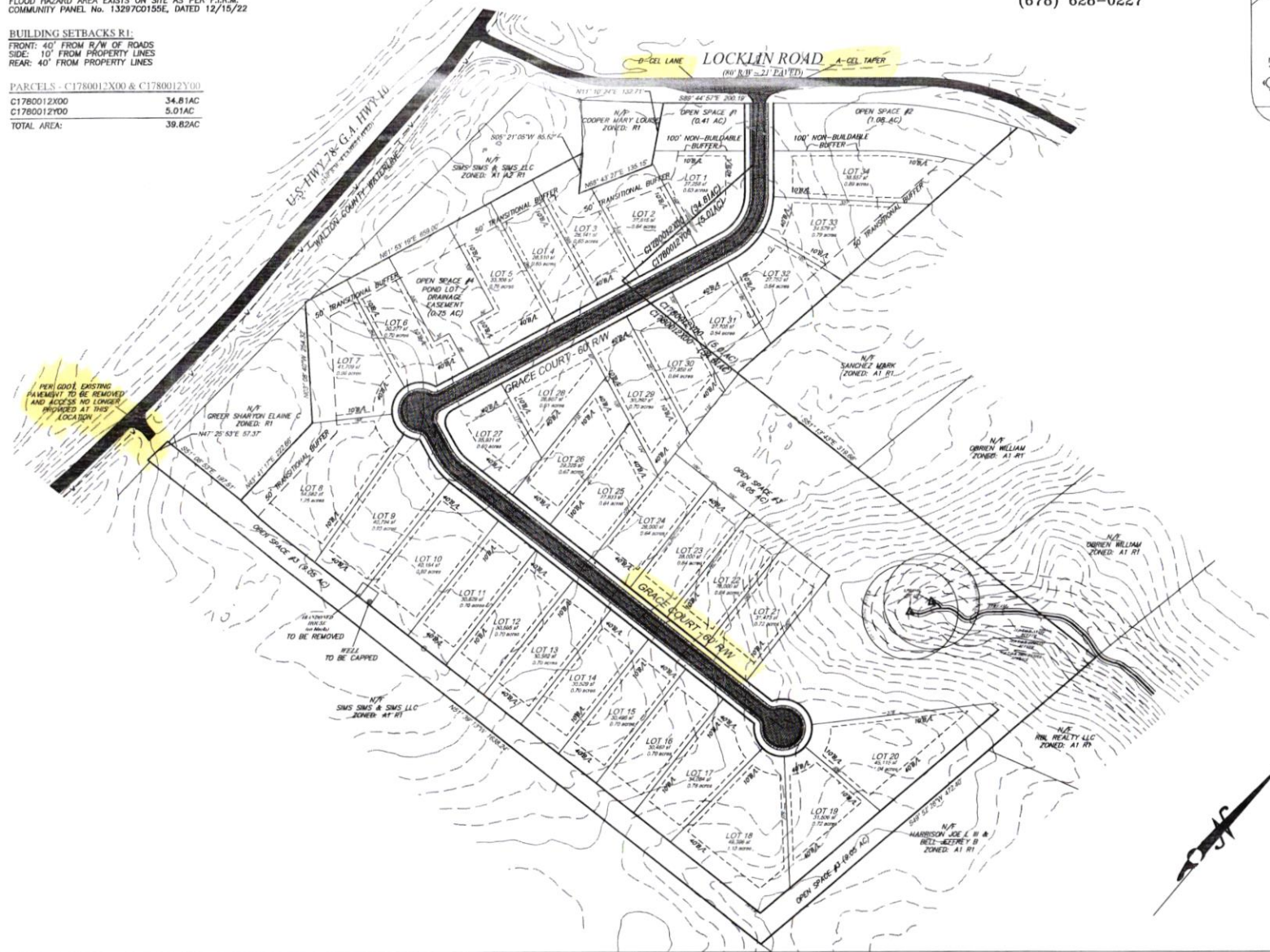
PARCELS - C1780012X00 & C1780012Y00

C1780012X00	34.81AC
C1780012Y00	5.01AC
TOTAL AREA:	39.82AC

**OPEN SPACE CONSERVATION
 DEVELOPMENT OVERLAY DATA:**
 TOTAL AREA: 39.82 ACRES
 TOTAL LOTS: 34
 DENSITY: 0.80 LOTS/AC
 TAX PARCEL: C1780012X00 & C1780012Y00
 SUBDIVIDED PER ART. 4 -
 PART 2 SECT. 120 (OSC) & ART. 4-1-140
 MIN. 25% OPEN SPACE REQ.: 0.96 AC
 OPEN SPACE PROVIDED(1+2+3+4): 11.29 AC

**OWNER DEVELOPER
 PRIMARY PERMITTEE
 PREMIER HCG
 PO BOX 270
 BETHLEHEM, GA 30620
 PH: (678) 628-0227
 oldmillproperties.main@gmail.com**

**24 HOUR CONTACT
 ADAM EWING
 (678) 628-0227**



Sullins Engineering, LLC
 CIVIL ENGINEERS & LAND PLANNERS
 302 WEST MAY STREET
 WINDER, GA 30090
 PHONE: (678) 887-9219

**RESUBMIT PLAN FOR
 GRACE ESTATES**
 LOCATED IN
 PARCEL C1780012X00 & C1780012Y00
 WILSON COUNTY, GEORGIA

Georgia811
 Utilities Protection Center, Inc.
 Know what's below. Call before you dig.
 www.Georgia811.com

DATE: 6/17/2024 JOB #: 3033
 SHEET 1

"NOT FOR FINAL RECORDING"



302 West May Street, Winder, GA 30680 * matt@sullinsengineering.com * 706-773-3849

May 30, 2024

RE: Application for Rezone for Parcels C1780012Y00 & C1780012X00 Locklin Road

Letter of Intent

I am writing on behalf of Adam Ewing with Premier HCG, the applicant, to formally request a rezone application from AG R1 to R1 OSC for the above-referenced parcels. Our purpose in seeking this rezone is to develop a residential subdivision that aligns with the Walton County Comprehensive Plan and contributes positively to the surrounding community.

The existing conditions of the property consist of a lightly wooded area with gentle slopes, an abandoned and uninhabitable house with a dirt trail access from Locklin Road, and direct road frontage access to HWY 78. Our proposed rezone will not create a substantial change to the surrounding area or be considered spot zoning, as it is supported by a detailed concept plan showing 34 total residential lots with approximately 28.42% open space provided.

It is important to note that this property adjoins two R1 zoned properties to the north and northeast, while all other adjoining properties are zoned AG R1. Incorporating the Open Space Conservation Development Overlay District (OSC) into our proposal will further align with the goals of the Walton County Comprehensive Plan by adding additional open space throughout the development. Parcel C1780012X00, which is apart of this rezone, is partially zoned R1 already which only supports the character of the area being residential.

We are committed to addressing any concerns and providing further information as needed throughout the rezoning process. Should you have any questions or require additional details, please do not hesitate to reach out.

Thank you for considering our request.

Sincerely,

Matthew Sullins



GA Registration No. 28445

Zoning Conditions for
Z2402001

1. The property shall be limited to single-family detached dwellings and accessory uses and structures not to exceed 34 lots.
2. Each lot shall have a minimum lot size of 0.60 acres.
3. Neighborhood to be controlled by a mandatory Homeowner's Association with design and building covenants and restrictions.
4. The minimum heated floor area per dwelling unit shall be 1,800 square feet for single-story homes and 2,000 square feet for two-story homes.
5. Project entrance shall be landscaped by the developer and maintained by the Homeowners Association. The entrance(s) shall include a decorative masonry entrance feature. Landscape plans and entrance feature design shall be subject to review and approval by the Director of Planning and Development.
6. Setbacks for individual lots shall be as follows:
 - a. Front: 40-feet
 - b. Side: 10-Feet
 - c. Rear: 40-Feet
7. Homes shall have brick or stone water tables on the front and sides of each home to the height of the windows.
8. All shingles shall be architectural shingles.
9. All yards shall be sodded.
10. All dwelling facades shall be constructed of wood, siding, cement fiber siding, brick, stone, stucco, or other masonry type products. Vinyl and aluminum siding is prohibited.
11. All homes shall obtain the approval of the ARC prior to beginning construction of the home. The Declaration shall provide design standards for not only the home, but the yard, fences, and retaining walls and a specific list of restrictions for the development.



Walton County Planning and Development Department

126 Court Street – Monroe, GA 30655
Office: (770) 267-1485, Fax: (770) 267-1401

August 30, 2024

To: Chairman Thompson
From: Charna Parker
RE: Rezone Z24050021 Hwy 78 & Locklin Road

Attached are the list of proposed conditions, house renderings and reservation of constitutional rights letter from a new attorney representing the rezone for Adam Ewing located off Hwy 78 and Locklin Road.

The only conditions that would be necessary to adopt should the Board desire are as follows:

- 1) The minimum heated floor area per dwelling unit shall be 1,800 square feet for single-story homes and 2,000 square feet for two-story homes.
- 2) Project entrance shall be landscaped by the developer and maintained by the Homeowners Association. The entrance(s) shall include a decorative masonry entrance feature. Landscape plans and entrance feature design shall be subject to review and approval by the Director of Planning and Development.
- 3) Homes shall have brick or stone water tables on the front and sides of each home to the height of the windows.
- 4) All shingles shall be architectural shingles.
- 5) All homes shall obtain the approval of the ARC (HOA Architectural Review Committee) prior to beginning construction of the home. The Declaration shall provide design standards for not only the home, but the yard, fences, and retaining walls and a specific list of restrictions for the development.

The remaining conditions are required by code.

In looking at the house plans submitted; 3 of the 4 plans have front entry garages. This could be a point of contention.

CC: John Ward
Rhonda Hawk



Thomas Creek



- **4 Bedrooms**
- **2 Bathrooms**
- **Approx 1,800SF**
- **Open Floorplan**
- **Covered Patio**
- **Brick & Hardiplank Exterior**



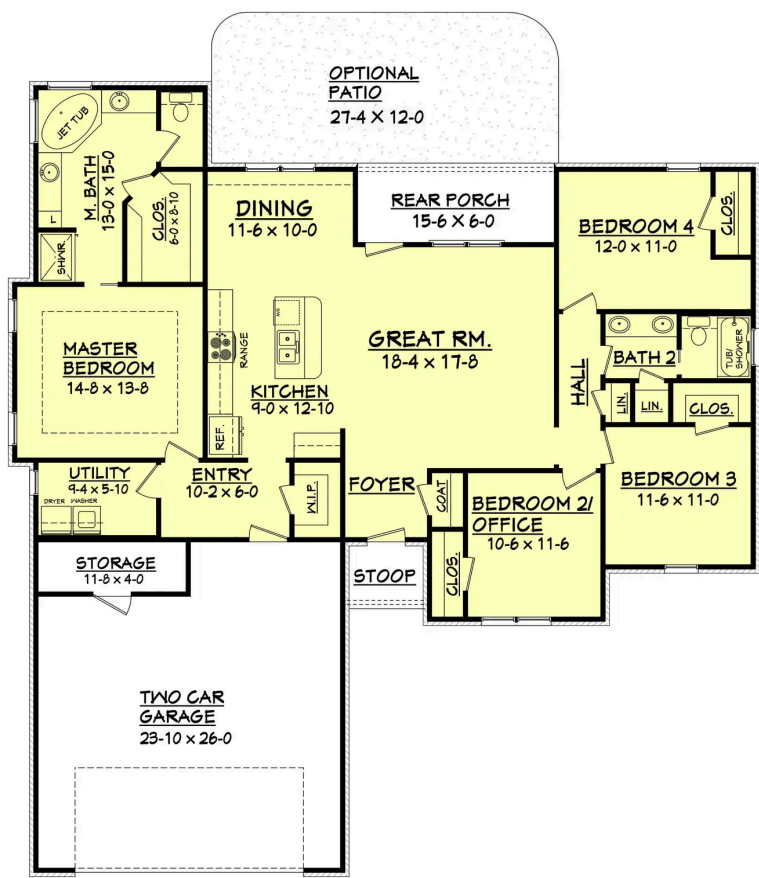
Information contained herein is deemed reliable but not guaranteed. Floorplans & elevations are renderings and subject to change.



Hillcrest



- 4 Bedrooms
- 2 Bathrooms
- Approx 1,830SF
- Open Floorplan
- Covered Patio
- Brick & Hardiplank Exterior



Information contained herein is deemed reliable but not guaranteed. Floorplans & elevations are renderings and subject to change.



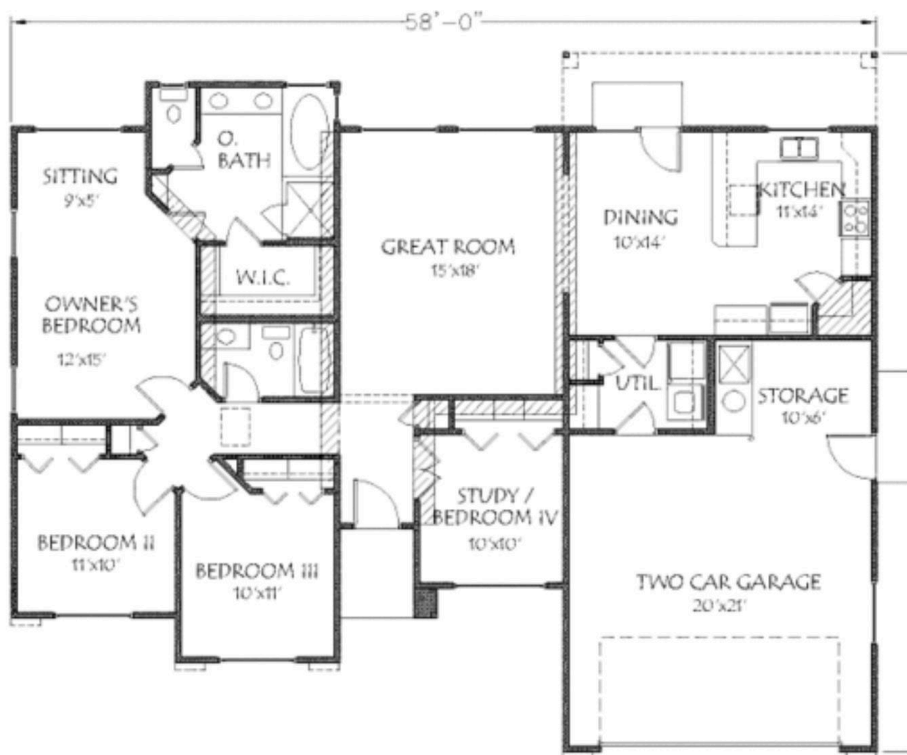
Old Mill Properties, LLC



Brittany



- 4 Bedrooms
- 2 Bathrooms
- Approx 1,800SF
- Open Floorplan
- Covered Patio
- Brick & Hardiplank Exterior



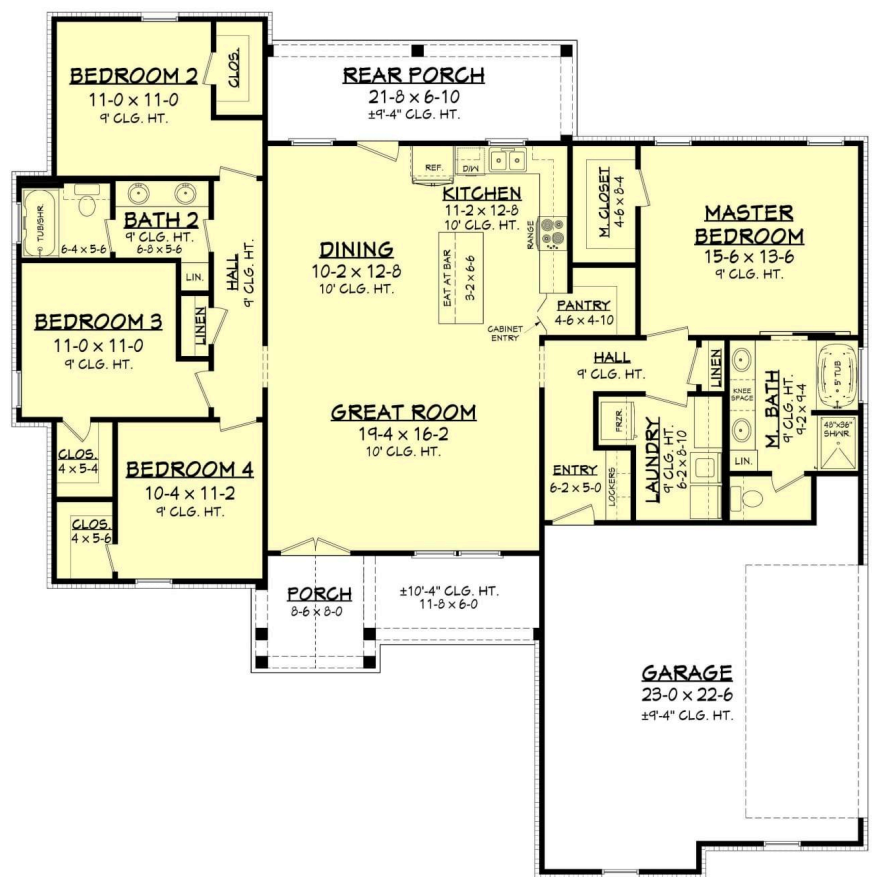
Information contained herein is deemed reliable but not guaranteed. Floorplans & elevations are renderings and subject to change.



Summerville



- 4 Bedrooms
- 2 Bathrooms
- Approx 1,850SF
- Open Floorplan
- Covered Patio
- Side Entry Garage
- Brick & Hardiplank Exterior



**Information contained herein is deemed reliable but not guaranteed. Floorplans & elevations are renderings and subject to change.



Joshua A. Scoggins
jscoggins@MilesHansford.com

RESERVATION OF CONSTITUTIONAL AND OTHER LEGAL RIGHTS

Applicant:	Adam Ewing
Owner:	Glenda Sells
Subject Property:	38.93 Acres Designated as Walton County Tax Parcel(s): C1780012X00 & C1780012Y00
Current Zoning:	A1 R1 – Rural Estate District Single Family Residential District
Proposed Zoning:	R1OSC – Single-Family Residential Open Space Conservation Overlay District
Proposed Use:	Subdivisions, Residential
Application:	Rezoning & Character Area Map Amendment
ROW Access:	Locklin Road
Governing Jurisdiction:	Walton County

This Reservation of Constitutional and Other Legal Rights (“the Reservation”) is intended to supplement and form a part of the land use application (including any request for zoning, special use permit, site plan approval, and variances) (collectively, the “Application”) of the Applicant and the Owner of the Subject Property (collectively, the “Owner”) and to put the Governing Jurisdiction on notice of the Owner’s assertion of its constitutional and legal rights.

The Owner has filed a timely application, has provided all required information and has submitted the appropriate application fees. The Application meets all judicial and statutory requirements for approval.

The Owner objects to the standing of any opponents who are not owners of land adjoining the Subject Property and to the consideration by the Governing Jurisdiction of testimony or evidence presented by any party without standing in making its decision regarding the Application. The Owner also objects to the consideration of testimony or evidence that is hearsay, violates any applicable rules of procedure or evidence, or that is presented by any party who fails to comply with notice and campaign disclosure requirements.

The Current Zoning (and/or zoning conditions) imposed on the Subject Property is unconstitutional and deprives the Subject Property and all viable economic use thereof. The Proposed Use is the only viable economic use of the Subject Property, and the Governing Jurisdiction has deemed this Application necessary to allow the Proposed Use. As such, the Owner files this Application for the purpose of allowing the Proposed Use to be constructed and operated under the Current Zoning (and/or zoning conditions and requesting variances), and to exhaust administrative remedies in the event the Application is denied. As such, the filing of this Application is not an admission of the need for any such approval of the Owner’s right to develop the Subject Property. The Owner reserves the right to challenge the Current Zoning and any zoning conditions and other restrictions affecting the Subject Property.

Denial of the Application or approval of the Application in any form that is different than as requested by the Owner will impose a disproportionate hardship on the Owner of the Subject Property without benefiting

any surrounding property owners. There is no reasonable use of the Subject Property other than as proposed by the Application and no resulting benefit to the public from denial of or modification to the Application.

Any provisions in the applicable land use, subdivision, and/or zoning ordinances (collectively the “Zoning Ordinance”) that classify, or may classify, the Subject Property into any of the non-requested zoning or use classifications, including the Proposed Zoning District and Proposed Use at a density or intensity less than that requested by the Owner, are unconstitutional in that they constitute a taking of the Owner’s and Owner’s property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended and the Fifth and Fourteenth Amendments to the Constitution of the United States.

The Subject Property is suitable for development as proposed in the Application and it is not suitable for development under any other zoning classification, use, or at a density or intensity less than that requested by the Owner. Failure to approve the Application as requested by the Owner would be an unreasonable application of local land use authority, which bears no relationship to the public health, safety, morality or general welfare and would constitute an arbitrary and capricious abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Owner will prohibit the only viable economic use of the Subject Property, will be unconstitutional and will discriminate in an arbitrary, capricious and unreasonable manner between the Owner and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Georgia Constitution of 1983, as amended, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Owner without the consent of persons elected to the governing body of the Governing Jurisdiction will amount to an unlawful delegation of the Governing Jurisdiction’s authority, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended.

Furthermore, the Governing Jurisdiction cannot lawfully impose more restrictive standards on the Subject Property’s development than are presently set forth in the Zoning Ordinance. Any conditions or other restrictions imposed on the Subject Property without the consent of the Owner that do not serve to reasonably ameliorate the negative impacts of the development are invalid and void. The imposition of improvements or design requirements unnecessary to facilitate the proposed development constitute an illegal impact fee, an unconstitutional condemnation, or both. As such, the Owner reserves the right to challenge any such conditions, restrictions, or design requirements.

The Owner asserts that it has expended substantial sums and significantly changed its economic position in reliance upon versions of the Zoning Ordinance that allow the development of the Subject Property as proposed by the Owner. As such, the Owner has acquired vested rights to develop the Subject Property and the filing of this Application shall not constitute a waiver of those vested rights.

Finally, the Owner asserts that the current Zoning Ordinance, Character Area Map, Future Development Map and Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a denial of the Owner’s request based upon provisions illegally adopted will deprive the Owner of due process under the law.

Page 3 of 3

By filing this Reservation, the Owner reserves all rights and remedies available to it under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity.

The Owner respectfully requests that the Application be approved as requested in the manner shown on the Application, which is incorporated herein by reference. This Reservation forms an integral part of the Application, and we ask that this Reservation be included with the Owner's other Application materials. The Owner reserves the right to amend and supplement this Reservation at any time.

Sincerely,



Joshua A. Scoggins
Attorney for Applicant & Owner



Planning and Development Department Case Information

Case Number: Z24060009

Meeting Dates: Planning Commission 08-01-2024
Board of Commissioners 09-10-2024

Applicant:
Reliant Homes GA LLC
P.O. Box 2655
Loganville, Georgia 30052

Owner:
MFT Land Investments LLC
P.O. Box 2655
Loganville, Georgia 30052

Current Zoning: A1

Request: Rezone 60.19 acres from A1 to R1OSC for a 26 lot residential subdivision

Address: 3254 Double Springs Road, Monroe, Georgia 30656

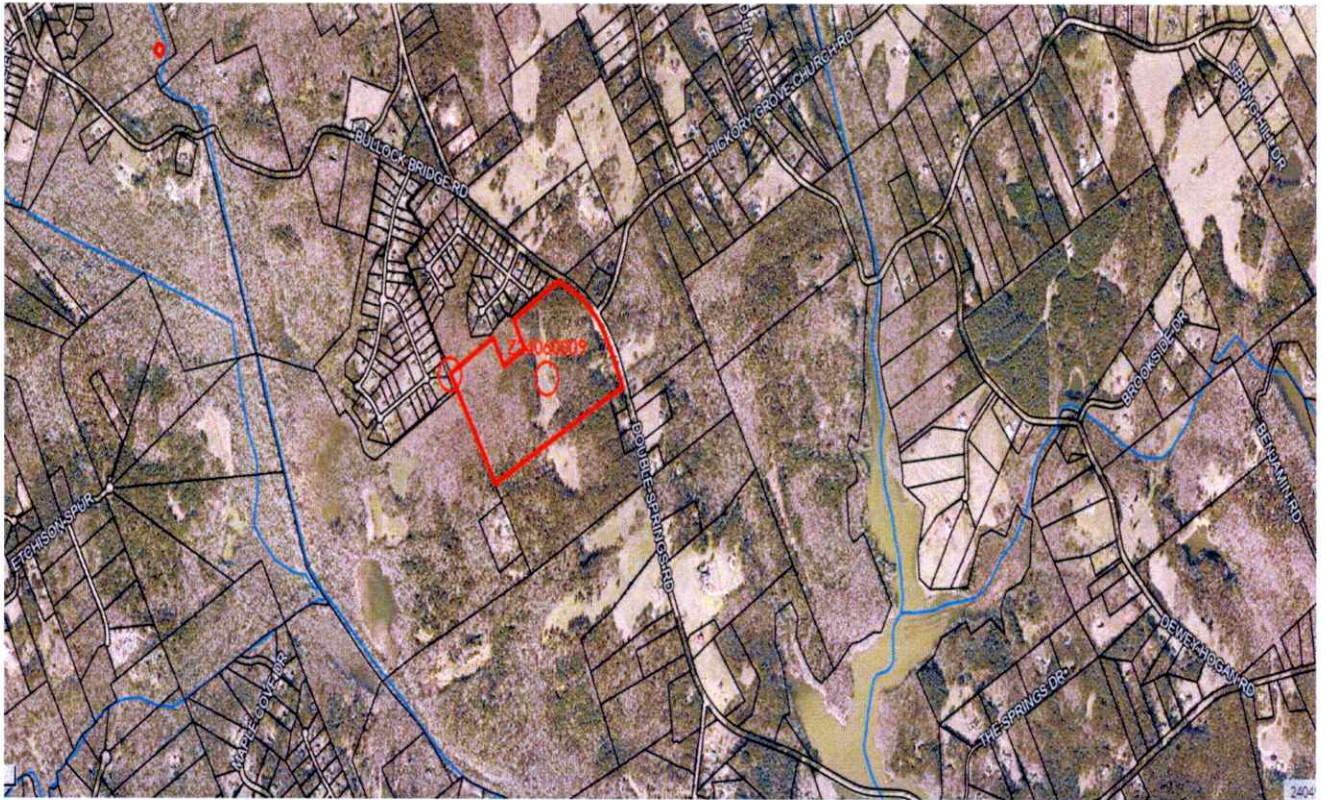
Map Number: C0730004

Site Area: 60.19 acres

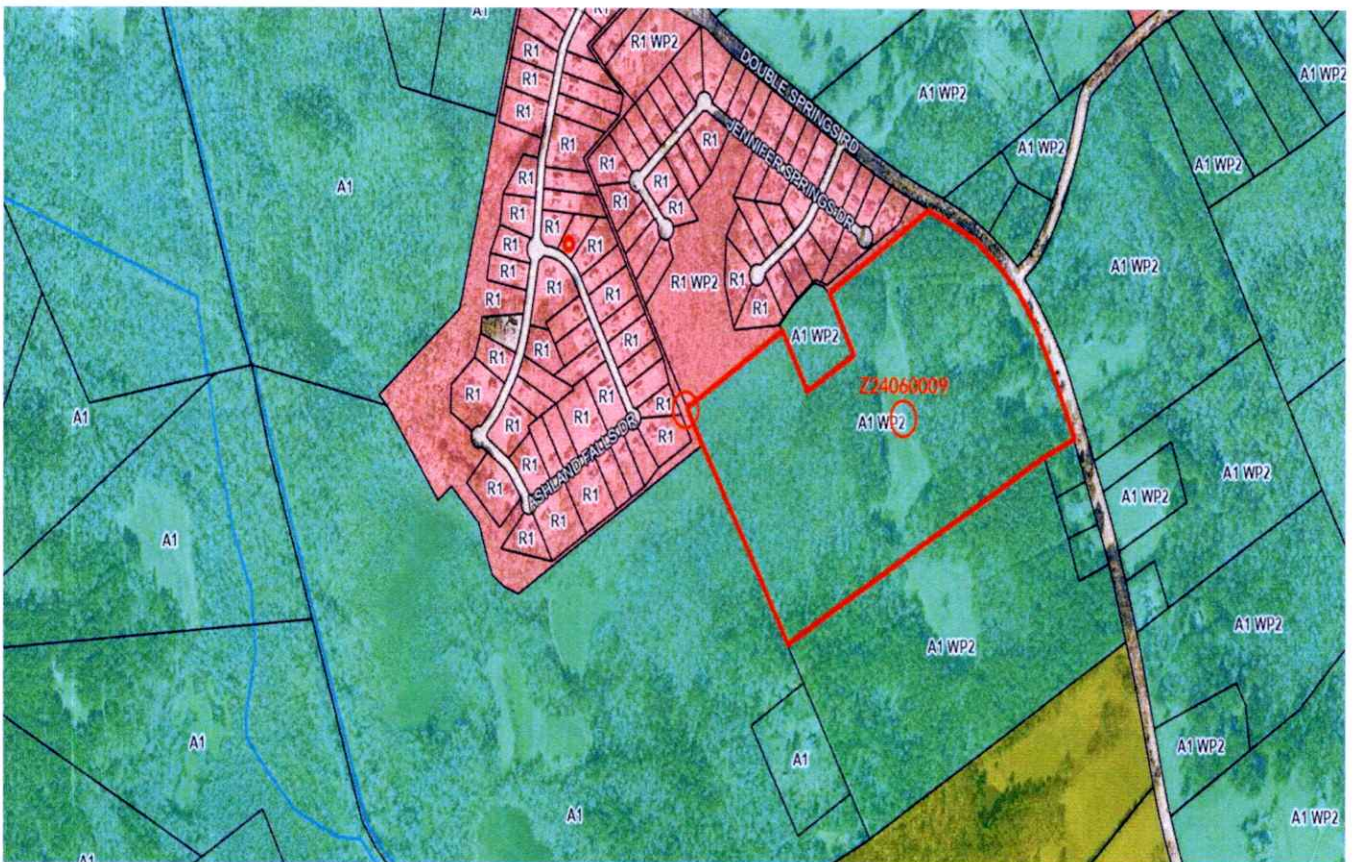
Character Area: Suburban

District 1: Commissioner: Bo Warren Planning Commission –Josh Ferguson

Existing Site Conditions: Property consists of 60.19 acres. There is presently an older home on the property that will be take off.



The surrounding properties are zoned A1 & R1.



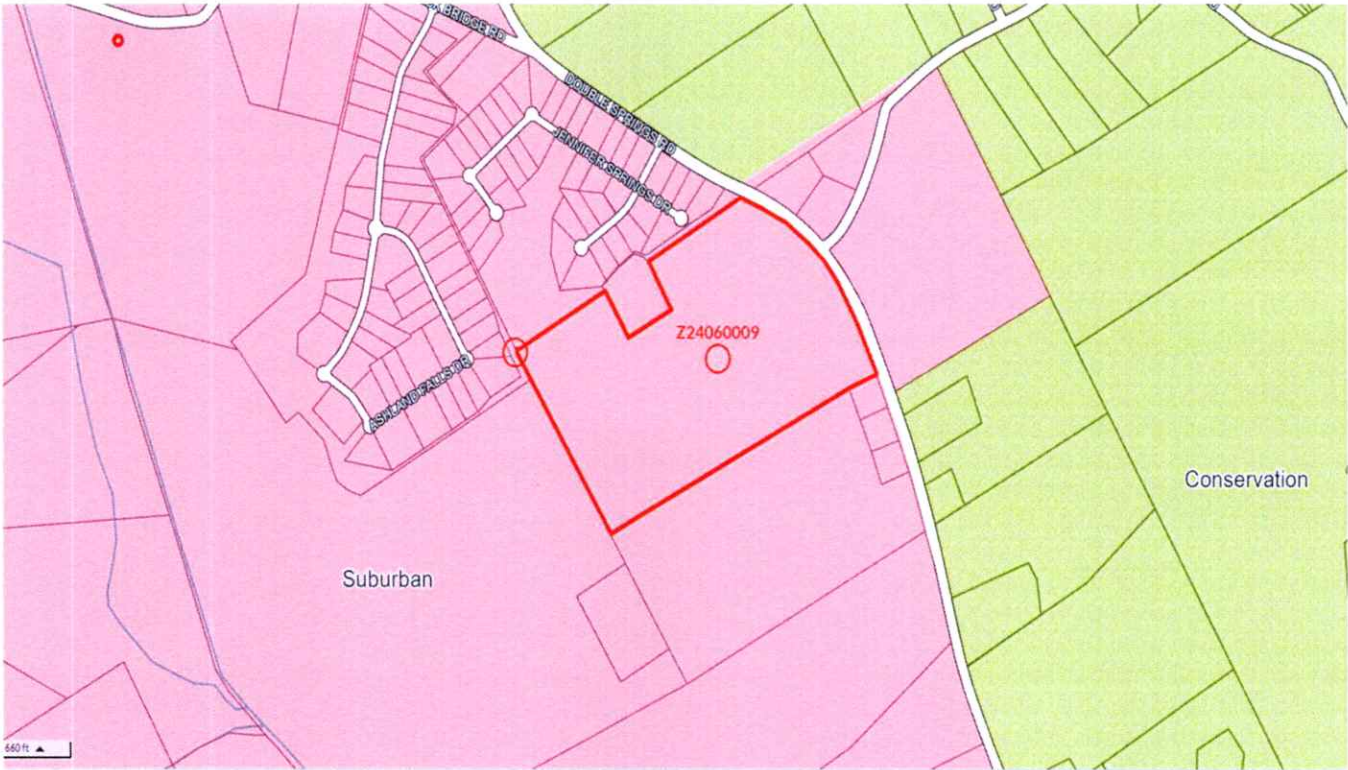
Subdivisions surrounding property:



The property is located within the Alcovy River and Beaverdam Creek Watershed.



The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends to evaluate and possibly shift the entrance location south east so that the De-Cell does not conflict with the intersection of Hickory Grove Church Rd. May need to also check and verify site distance. Site may require a center turn lane due to speed and traffic volume.

Sheriffs' Department: No comment received.

Water Authority: This area is served by an existing 8" diameter water main along Double Springs Road. (static pressure: 95 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). A new 8" water main will be required from Double Springs Road to distribute water within the development. Please coordinate with WCWD.

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, Georgia Accessibility Code and Walton County Ordinances. **Fire Hydrants shall be located within 500 ft. along the roadway. Road width shall be 26' FOC to FOC cul-de-sacs shall be 96' minimum and radii shall be 28' minimum.**

Fire Department Review: Added Fire and EMS response due to added population.

Board of Education: No comment received.

DOT Comments: No GDOT coordination required.

City of Monroe: No comment received.

PC ACTION 8/1/2024:

Z24060009-Rezone 60.19 acres from A1 to R1OSC for a residential subdivision- Applicant: Reliant Homes GA LLC/Owner: MFT Land Investments LLC-Property located on 3254 Double Springs Rd/Map/Parcel C0730004-District 1.

Presentation: Ned Butler represented the case for Reliant Homes. They would like to rezone 60 acres from A1 to R1OSC for 26 lots for a subdivision. This is in the Suburban character area and it meets with the character area and is less density than what is abutting Jennifer Springs & Ashland Falls Subdivision. There were a couple of comments about the site distance not being good at Hickory Grove. They have looked and it would be more dangerous across from Hickory Grove Church Road and they will see about putting the entrance in the safest area. Another concern is there is a squared off area on the property that is an old cemetery. When they prepare for the development of the property, they will do an archeological study and are required to put a 4 ft. black chain link fence with access to protect it.

Speaking: No one

Recommendation: Josh Ferguson recommended approval of the 60.19 acres be rezoned from A1 to R1 OSC as it fits with the Land Use Plan and is in character of the pattern in the area with a second by Terry Eison. The motion carried unanimously.

Rezone Application # Z24060009 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 8-1-2024 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 9-10-2024 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C073004 C0730004

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Reliant Homes GA, LLC

MFT Land Investments, LLC

PO Box 2655

PO Box 2655

Loganville, GA 30052

Loganville, GA 30052

E-mail address: nbutler@relianthomes.com

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

Phone # 770.715.2800

Phone # 770.715.2800

Location: Double Springs Rd Requested Zoning R1-OSC WP2 Acreage 60.19

Existing Use of Property: vacant

Existing Structures: home to be razed

The purpose of this rezone is change zoning to R1 OSC for a residential subdivision. (26 lots)

Property is serviced by the following:

Public Water: Provider: WCWD Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature [Signature] Date 6/18/2024 Fee Paid \$ 550.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 WP2 Surrounding Zoning: North A1/JR1 South A1
East A1 West A1/JR1

Comprehensive Land Use: Suburban **DRI Required?** Y _____ N

Commission District: 1-Bo Warren Watershed: Alcovy River W-P1
Beaverdam Creek W-P2 TMP

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Reliant Homes GA, LLC

Address: PO Box 2655 Loganville GA 30052

Telephone: 770.715.2800

Location of Property: 3254 Double Springs Road
Monroe , GA 30656

Map/Parcel Number: C0730004

Current Zoning: A1 WP2
Reliant Homes GA, LLC

Requested Zoning: R1-OSC WP2
MFT Land Investments, LLC

Ned Butler VP
Property Owner Signature

Ned Butler VP
Property Owner Signature

Print Name: Ned Butler, VP

Print Name: Ned Butler, VP

Address: PO Box 2655, Loganville

Address: PO Box 2655, Loganville

Phone #: 678.373.0536

Phone #: 678.373.0536

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

Alishea Worlock
Notary Public

10/10/24
Date



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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

A1 WP2 tracts to the South and East, R1 WP2 subdivisions to the West and North,

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

Property values are not anticipated to be diminished by the proposed zoning.

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

The proposed zoning will provide additional housing for the local area with no anticipated destruction of surrounding property values.

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

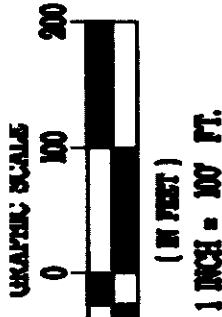
The proposed zoning will provide additional housing and tax basis to the public.

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

The proposed use is for a residential use that
coincides with the surrounding uses. The proposed
use also follows along with the Land Use Map
of a suburban character.

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

The property has been owned by the owner and
vacant since 2023. The property has been a
a family homestead for many years previously.



REFERENCE WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE
 ZONING: ARTICLE 4; PART 1; SECTION 140, ARTICLE 4; PART 2;
 SECTIONS 120, SECTION 160 & SECTION 170
 DEVELOPMENT: ARTICLES 8, 9, 10, 11 & 12

GENERAL SITE NOTES:

1. SITE DESCRIPTION: LOCATED AT THE SOUTHWEST SIDE OF DOUBLE SPRINGS RD. NEAR THE INTERSECTION WITH HICKORY GROVE CHURCH RD. IN WALTON COUNTY, GEORGIA.
2. TOTAL SITE AREA IS = 60.194 AC. (27.34 AC. WP-1 & 32.85 AC. WP-2)
3. PROJECT SITE ZONED: A1 & FALLS IN THE ALCOY (WP-1) & BEAVER DAM (WP-2) DISTRICTS. REQUESTING REZONING OF THE PROPERTY TO R1 W/OSC OVERLAY PROPOSED USE: RESIDENTIAL LOTS
4. TOTAL LOTS PROPOSED = 26 (10 LOTS IN WP-1 & 16 LOTS IN WP-2)
 WP-1 LOT DENSITY = 10 UNITS / 27.34 ACRES = 0.37 UNITS/AC
 WP-2 LOT DENSITY = 16 UNITS / 32.85 ACRES = 0.48 UNITS/AC
5. BUILDING SETBACKS IN R1 W/ OSC OVERLAY (WP-1 & WP-2):
 FRONT = 40 FT
 SIDE = 10 FT
 REAR = 40 FT/50 FT AS REQUIRED BY THE L.D.O.
 100' NON-BUILDABLE BUFFER ALONG ADJACENT ROADWAYS
 50' TRANSITIONAL BUFFER ALONG ADJACENT ZONINGS NOT IN THE DISTRICT
6. TOTAL OPEN SPACE AREA PROPOSED IS 30.22 ACRES OR 50.28 (30.22/60.194)
7. SMALLEST LOT SIZE SHOWN = 32,869 S.F. (R1-OSC; WP-1) & 43,600 S.F. (R1-OSC; WP-2)
8. MIN. LOT SIZE REQUIRED = 25,500 SQ. FT. (R1-OSC; WP-1) & 43,560 S.F. (R1-OSC; WP-2)
9. MIN. HOUSE SIZE = 1,800 S.F. FOR 1 STORY & 2,000 S.F. FOR 2 STORY
10. BOUNDARY INFORMATION SHOWN WAS TAKEN FROM MINOR SUBDIVISION PLAT PREPARED BY PRECISION PLANNING, INC.; NOT DATED.

11. TOPOGRAPHIC INFORMATION SHOWN WAS TAKEN FROM NOAA GA DNR LIDAR FOR WALTON COUNTY, GEORGIA.

12. THE NATIONAL WETLANDS INVENTORY MAP WAS CONSULTED AND THERE ARE NO WETLANDS IDENTIFIED ONSITE.

13. DEVELOPER: RELIANT HOMES GA, LLC
 P.O. BOX 2855
 LOGANVILLE, GEORGIA 30052
 PHONE NUMBER: (770) 715-2800
 24. HR. CONTACT: NED BUTLER

14. SURVEYOR: NORTHEAST LAND SURVEYING, INC.
 P.O. BOX 384
 BRASELTON, GA 30517
 PHONE NUMBER: (770) 466-7720
 SURVEY CONTACT: KEVIN CANN

15. ENGINEER: DAY DESIGN GROUP, INC
 P.O. BOX 848
 BUFORD, GEORGIA 30519
 PHONE: (770) 271-4678
 ENGINEER CONTACT: GINA M. DAY, P.E.

16. SEPTIC SERVICE SHALL BE PROVIDED FOR EACH LOT ON AN INDIVIDUAL LOT BY LOT BASIS. THE BUILDER OF EACH LOT IS RESPONSIBLE FOR THE SEPTIC DESIGN APPROVAL THROUGH WALTON COUNTY HEALTH DEPARTMENT AND THE INSTALLATION OF EACH SYSTEM PER THE WALTON COUNTY HEALTH DEPARTMENT'S DEVELOPMENT REGULATIONS.

ANCE OF WALTON
 PLAN APPROVAL
 APPROVED. THE
 MUST BE ISSUED
 PLAN OR THE
 TE



VICINITY MAP KITS

THE GPS LOCATION OF THE CONSTRUCTION EXIT IS: 33.6561 NORTH, -83.7889 WEST.



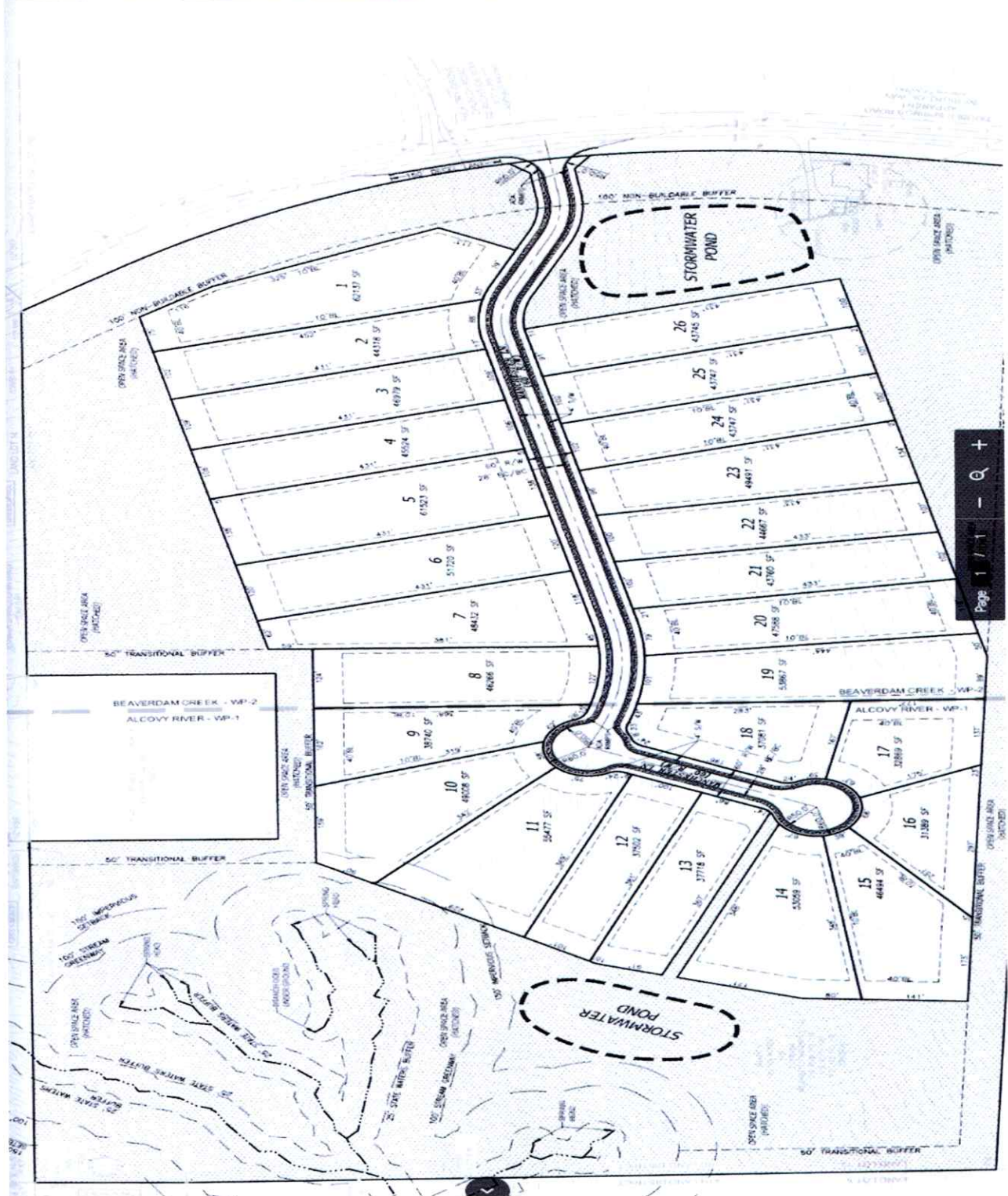
FLOOD MAP KITS

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP OF ALCONIA CO. GEORGIA. FIRM PANEL NO. 122703105. EFFECTIVE DATE: DECEMBER 15, 2002.

OWNER
MFT LAND INVESTMENT,
PO BOX 2655
LOGANVILLE, GA 30052
(770) 715-2800
mbutler@mftlandhomes.com

DEVELOPER
PRIMARY PERMITEE
RELIANT HOMES GA, LLC
PO BOX 2655
LOGANVILLE, GA 30052
(770) 715-2800
mbutler@mftlandhomes.com

24 HOUR CONTACT
NED BUTLER
(770) 715-2800



DATE: 08/21/23
 DRAWN BY: JAM/DAO
 JOB NO.: 23-116

NO.	DATE	DESCRIPTION
1	08/21/23	INITIAL DATE OF PLANS
2	08/10/24	REVISED ENTRANCE LOCATION
3	08/10/24	REVISED ENTRANCE LOCATION

MANCHESTER SUBDIVISION
 FOR
 CONCEPTUAL REZONING PLAN

LOCATED IN DISTRICT 13 - WALTON COUNTY, GEORGIA
 PARCELS #03700004

RELIANT DAY DESIGN GROUP, Inc.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 AND SITE PLANNING
 70 BOX 848
 BURLINGAME, CA 94015
 (770) 371-6778 FAX
 (770) 388-8888 WWW.RELIANTDAYDESIGN.COM



VICINITY MAP KTA
 THE GPS LOCATION OF THE CONSTRUCTION EXIT IS: 33.8561 NORTH, -83.7889 WEST.

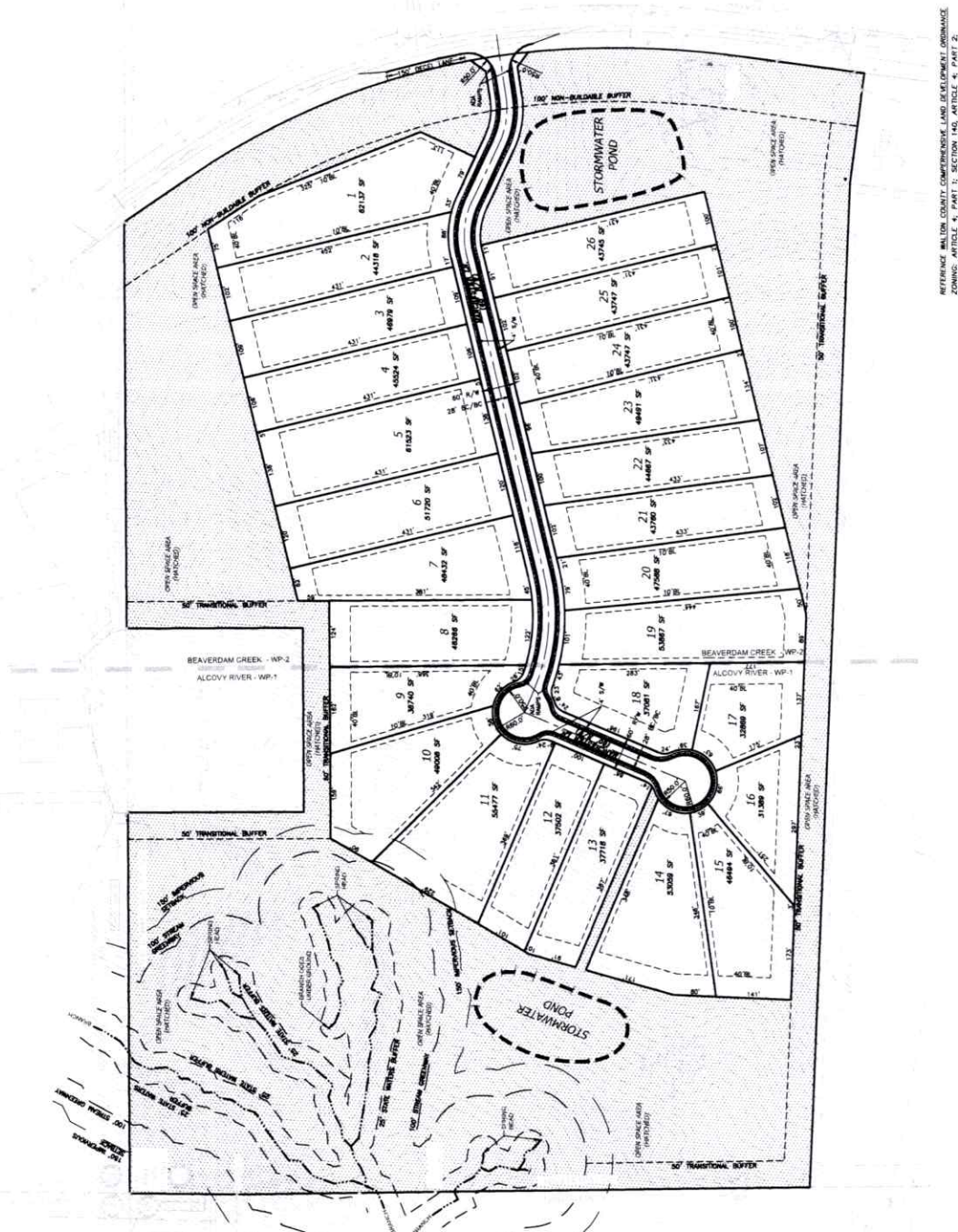
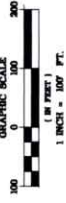


FLOOD MAP KTA
 THE PROJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA PER F.E.M.A. COORDINATE FROM PARCEL NO. 120000100. EFFECTIVE DATE: DECEMBER 15, 2022.

OWNER:
 MPT LAND INVESTMENTS, LLC
 PO BOX 2655
 LOGANVILLE, GA 30052
 (770) 715-2800
 mptl@reliantdayhomes.com

DEVELOPER:
 PRIMARY PERMITTEE
 RELIANT HOMES GA, LLC
 PO BOX 2655
 LOGANVILLE, GA 30052
 (770) 715-2800
 rhd@reliantdayhomes.com

24 HOUR CONTACT:
 NED BUTLER
 (770) 715-2800



GENERAL SITE NOTES:

1. SITE DESCRIPTION: LOCATED AT THE SOUTHWEST CORNER OF CORNER 2655 RD, NEAR THE INTERSECTION OF HWY 30 AND HWY 100, IN DISTRICT 13, WALTON COUNTY, GEORGIA.
2. TOTAL SITE AREA IS 80.13 AC. (37.24 AC. ± WP-1 & 42.89 AC. ± WP-2).
3. PROJECT SITE ZONING: P.A. (PLANNED AREA) IN THE ALCOVV RIVER (WP-1) & BEAVERDAM (WP-2) DISTRICTS.
4. THE PROJECT SITE IS TO BE DEVELOPED AS 24 INDIVIDUAL LOTS.
5. MIN. LOT AREA: 1.5 AC. (1.5 AC. ± WP-1) & 1.5 AC. (1.5 AC. ± WP-2).
6. MIN. LOT WIDTH: 120 FT. (120 FT. ± WP-1) & 120 FT. (120 FT. ± WP-2).
7. MIN. LOT DEPTH: 120 FT. (120 FT. ± WP-1) & 120 FT. (120 FT. ± WP-2).
8. MIN. LOT AREA: 1.5 AC. (1.5 AC. ± WP-1) & 1.5 AC. (1.5 AC. ± WP-2).
9. MIN. LOT DEPTH: 120 FT. (120 FT. ± WP-1) & 120 FT. (120 FT. ± WP-2).
10. MIN. LOT WIDTH: 120 FT. (120 FT. ± WP-1) & 120 FT. (120 FT. ± WP-2).
11. TOPOGRAPHIC INFORMATION SHOWN WAS TAKEN FROM NOAA GA DNR LEAD FOR THE PROJECT AREA.
12. THE NATIONAL WETLANDS INVENTORY MAP WAS CONSULTED AND THERE ARE NO WETLANDS IDENTIFIED ON THE MAP.
13. DEVELOPER: MPT LAND INVESTMENTS, LLC.
14. SURVEYOR: HORTON LAND SURVEYING, INC. (PROFESSIONAL LICENSE NO. 12000).
15. NUMBER: 12000.
16. DATE: 08/21/23.
17. THE STATE OF GEORGIA HAS REVIEWED THIS PLAN FOR CONFORMANCE WITH THE SUBDIVISION ACT AND HAS ISSUED A PRELIMINARY APPROVAL FOR THE PROJECT.
18. SEPTIC SYSTEMS SHALL BE PROVIDED FOR EACH LOT ON AN INDIVIDUAL LOT BY LOT OWNER. THE SEPTIC SYSTEM SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE SEPTIC SYSTEM ACT AND THE SUBDIVISION ACT.
19. APPROVED BY WALTON COUNTY PLANNING & DEVELOPMENT DEPARTMENT.

REFERENCE: WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE, SECTION 10-10-10, ARTICLE 10, PART 2.

SECTION 10-10-10, ARTICLE 10, PART 2:

1. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

2. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

3. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

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5. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

6. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

7. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

8. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

9. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

10. THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS.

THIS PLAN IS NOT FOR FINAL RECORDING
ALL INDIVIDUAL LOTS ARE SUBJECT TO APPROVAL BY THE WALTON COUNTY HEALTH DEPARTMENT FOR SEPTIC SYSTEMS



DAY DESIGN GROUP, Inc.
 LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 100 BOX 848
 (770) 221-4378
 100 BOX 848
 (770) 221-4378
 www.daydesigngroup.com

MANCHESTER SUBDIVISION
 FOR
 CONCEPTUAL REZONING PLAN
 LOCATED IN
 WALTON COUNTY, GEORGIA
 PARCELS #0730004
 PARCELS 13 - 300

NO.	DATE	DESCRIPTION	REVISIONS
1	08/12/23	INITIAL DATE OF PLAN	
2	09/07/24	REVISIONS WITH L&L'S NOTES ADDED	
3	09/10/24	REVISED ENTRANCE LOCATION	

DATE: 09/10/24
 DRAWN BY: DM/ALD
 CHECKED BY: JTB
 JOB NO.: 23-118
 SHEET 1 OF 1

Item 6.2.



VELOCITY MAP KITA
 THE GPS LOCATION OF THE
 CONSTRUCTION EXIT IS:
 33.8561 NORTH, -83.7889 WEST.



FLOOD HAZARD MAP
 PROPERTY IS LOCATED
 WITHIN A FLOOD HAZARD AREA AS SHOWN
 ON THE FLOOD HAZARD MAP FOR WALTON COUNTY,
 GEORGIA, EFFECTIVE DATE: 12/20/2019.
 EFFECTIVE DATE: DECEMBER 15, 2022.

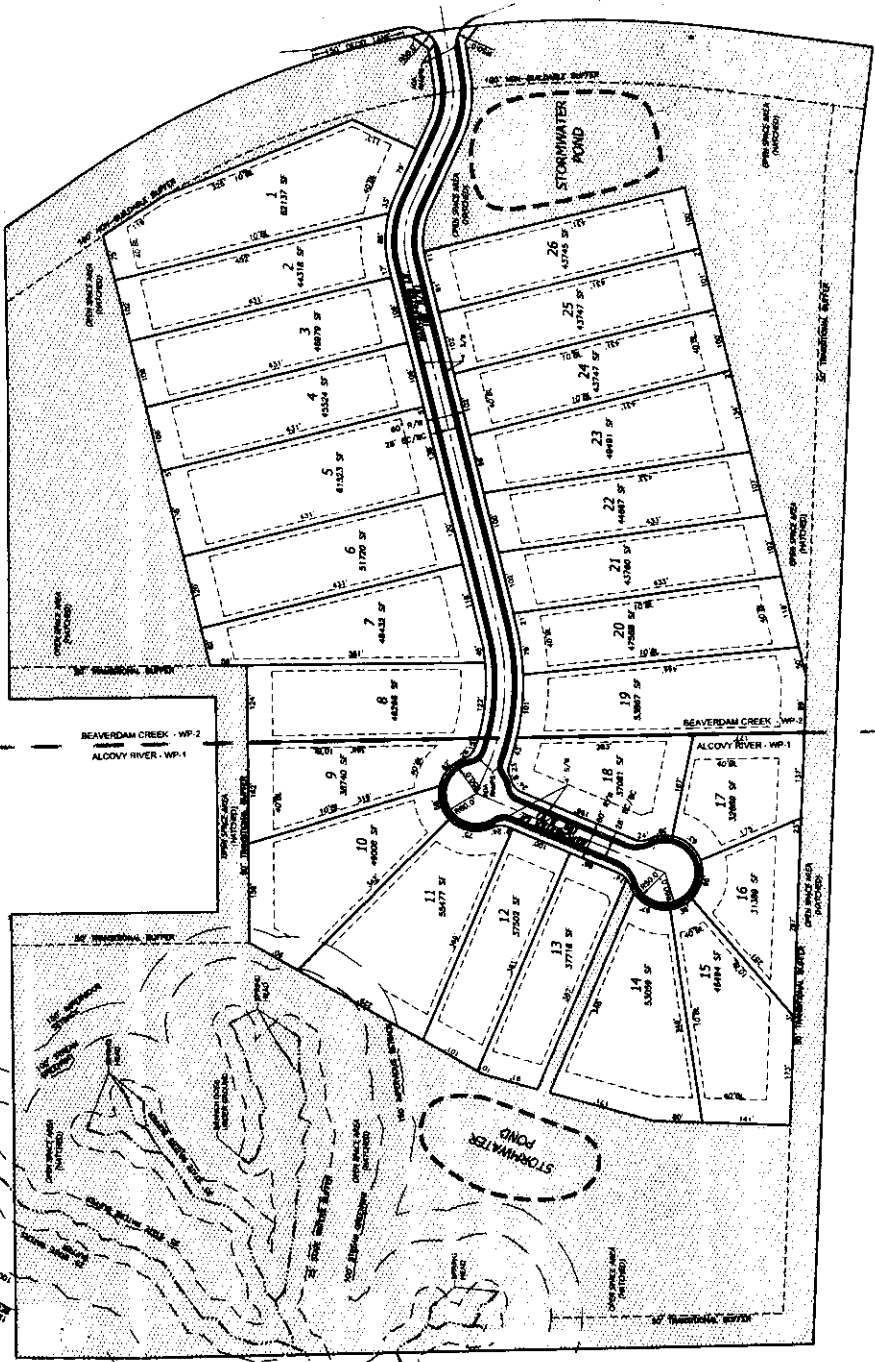
OWNER
 MPT LAND INVESTMENTS, LLC
 PO BOX 2855
 LOGANVILLE, GA 30052
 (770) 715-2800
 mpt@realtimhomes.com

DEVELOPER
 PRIMARY PERMITEE
 RELIANT HOMES GA, LLC
 PO BOX 2665
 LOGANVILLE, GA 30052
 (770) 715-2800
 reth@realtimhomes.com

24 HOUR CONTACT
 NED BUTLER
 (770) 715-2800



GRAPHIC SCALE
 1 INCH = 200 FT.



REFERENCE WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE
 ZONING ARTICLE 4, PART 11, SECTION 140, ARTICLE 4, PART 2,
 SECTIONS 100, SECTION 101 & SECTION 170
 PARAGRAPHS 1, 2, 3, 4, 5, 6 & 7

GENERAL SITE NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES, AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
2. TOTAL SITE AREA IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
3. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
4. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
5. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
6. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
7. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
8. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
9. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.
10. THE TOTAL AREA OF THIS SUBDIVISION IS 10.00 ACRES (43,560 SQ. FT.), AS SHOWN ON THE WALTON COUNTY RECORD MAP, WALTON COUNTY, GEORGIA, PARCELS #0730004, PARCELS 13 - 300.

THIS PLAN IS NOT FOR FINAL RECORDING
 "ALL INDIVIDUAL LOTS ARE SUBJECT TO
 APPROVAL BY THE WALTON COUNTY HEALTH
 DEPARTMENT FOR SEPTIC SYSTEMS"

DIRECTOR
 WALTON COUNTY HEALTH & DEVELOPMENT
 DATE



June 12, 2024

Walton County Planning Department
Attention: Charna Parker
303 S. Hammond Drive
Monroe, GA 30655

Mrs. Parker,

Reliant Homes GA, LLC is requesting a rezone of parcel number C0730004 located on Double Springs Road in Monroe, GA Walton County. The request is to rezone the 60.19 acres to R1-OSC WP2 from A1 WP2 for development of a 26 lot subdivision.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'Ned Butler' with a small 'VP' initials at the end.

Ned Butler
Vice President
Reliant Homes GA, LLC



Planning and Development Department Case Information

Case Number: Z24060023

Meeting Dates: Planning Commission 08-01-2024
Board of Commissioners 09-10-2024

Applicant:
Rosewood Development Company LLC
513 Plantation Drive
Loganville, Georgia 30052

Owner:
AHC Bentley Bold LLC
4761 Bentley Road
Monroe, Georgia 30656

Current Zoning: A2

Request: Rezone 34.26 acres from A2 to R1 for a 22 lot residential subdivision

Address: 3525 Bold Springs Road, Monroe, Georgia 30656

Map Number: C0720107

Site Area: 34.26 acres

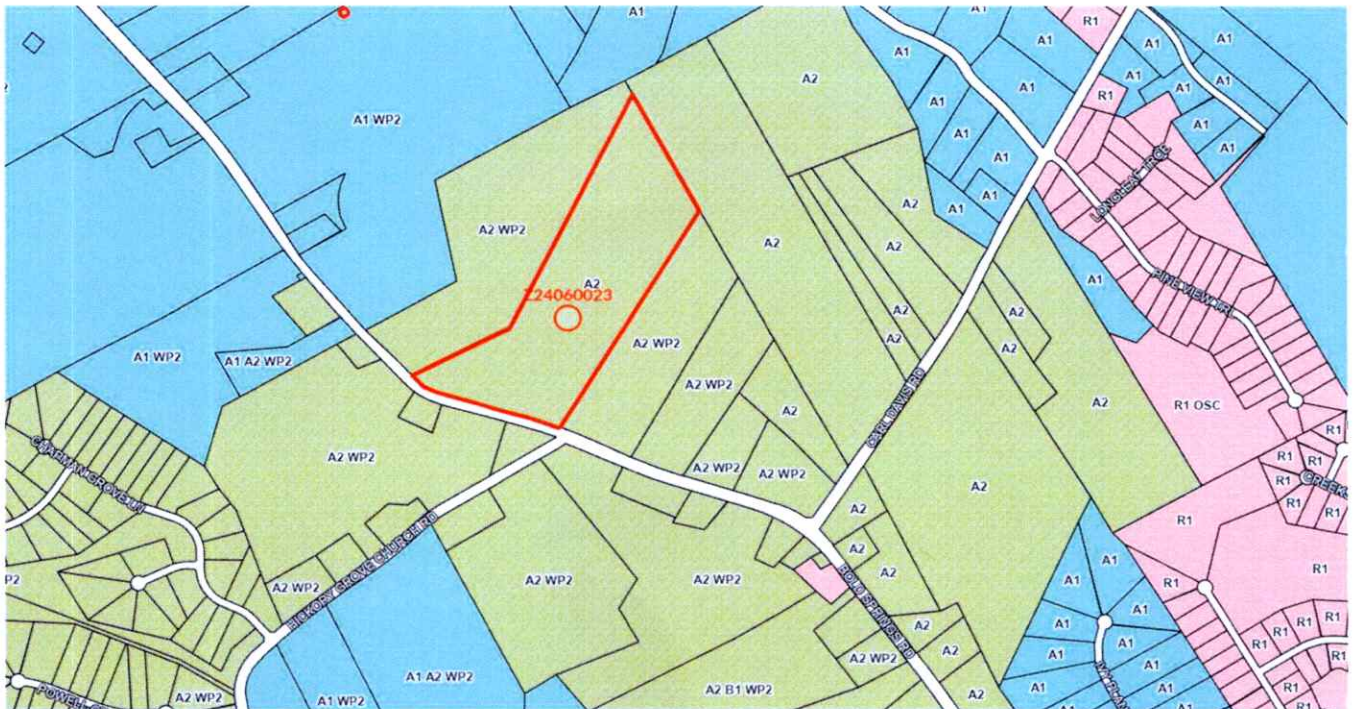
Character Area: Suburban

District 5: Commissioner: Jeremy Adams Planning Commission –Tim Hinton

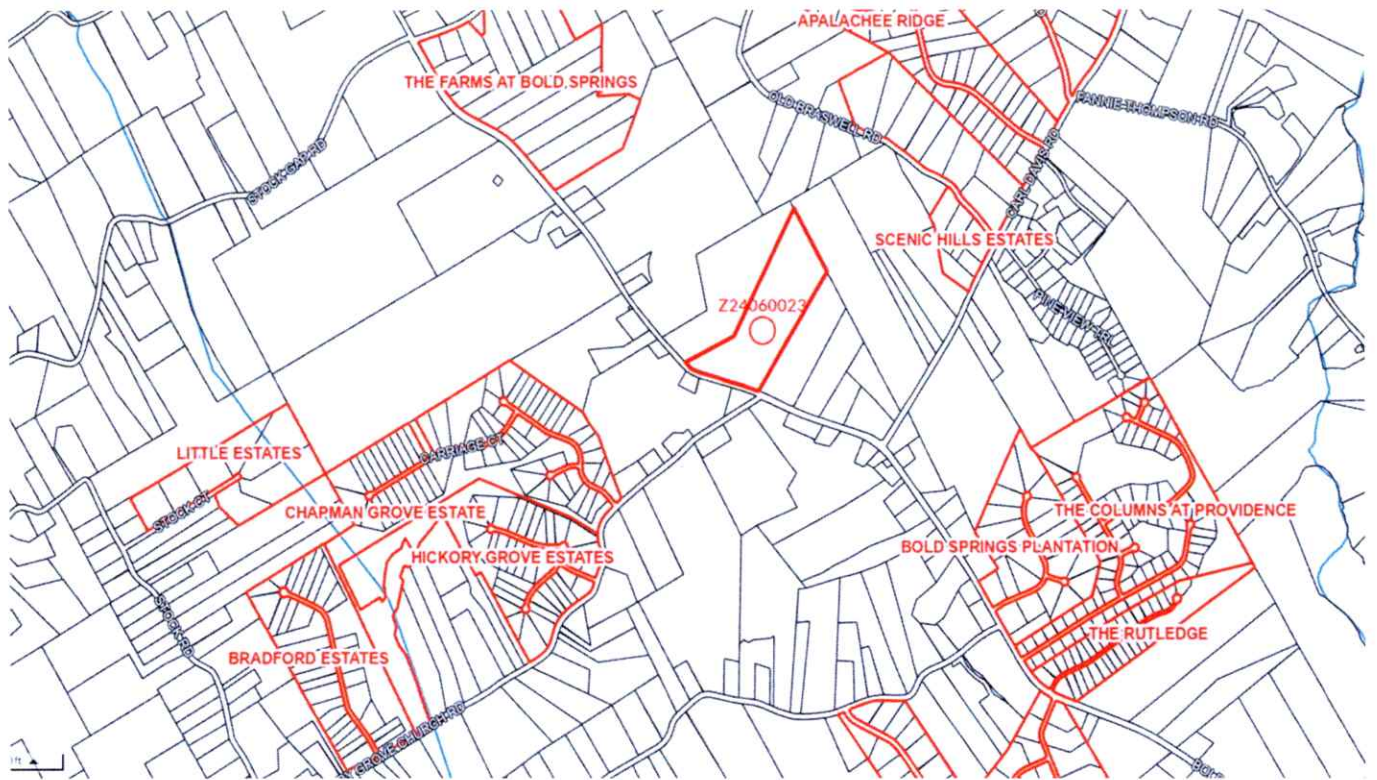
Existing Site Conditions: Property consists of 34.26. There is presently an older home on the property that will be removed.



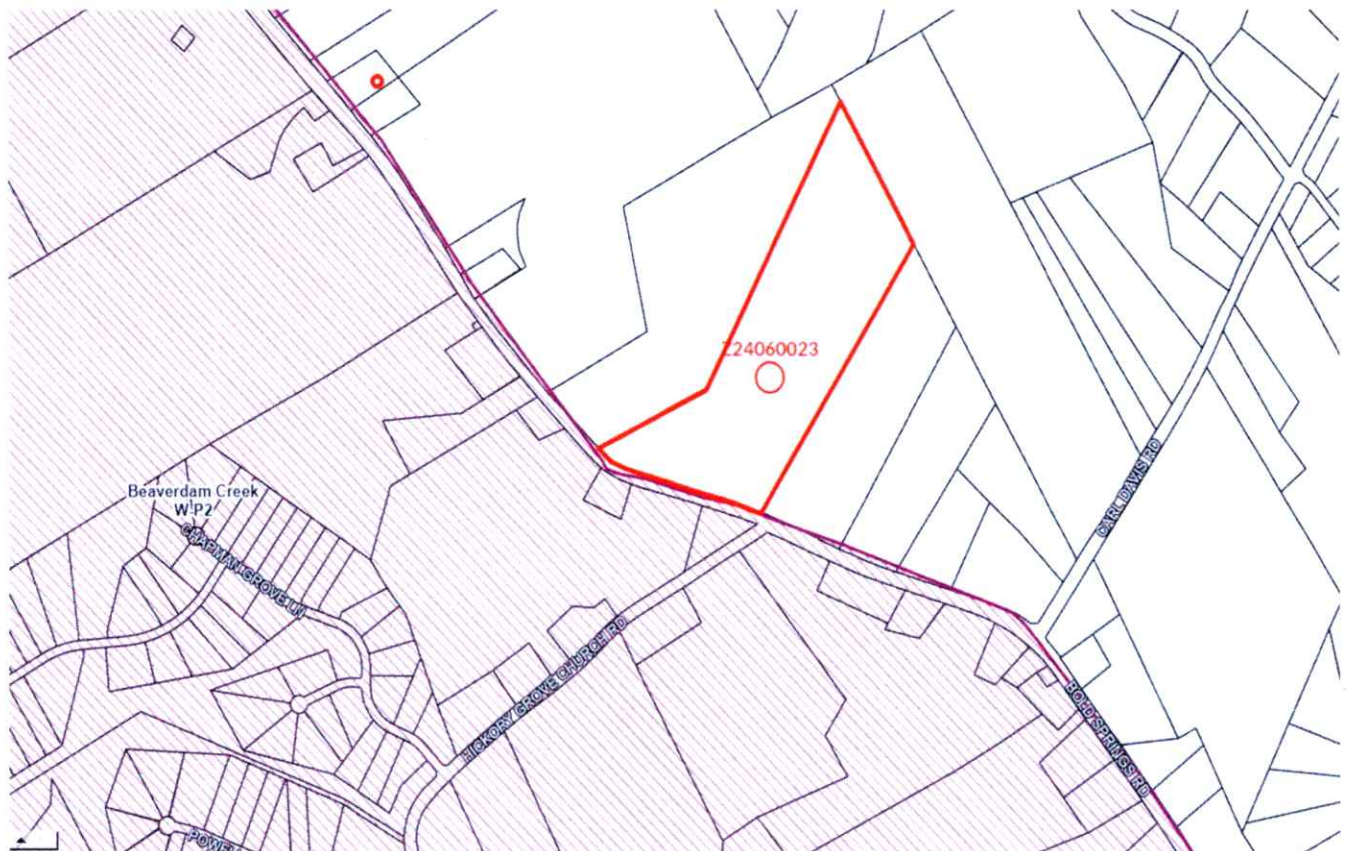
The surrounding properties are zoned A2.



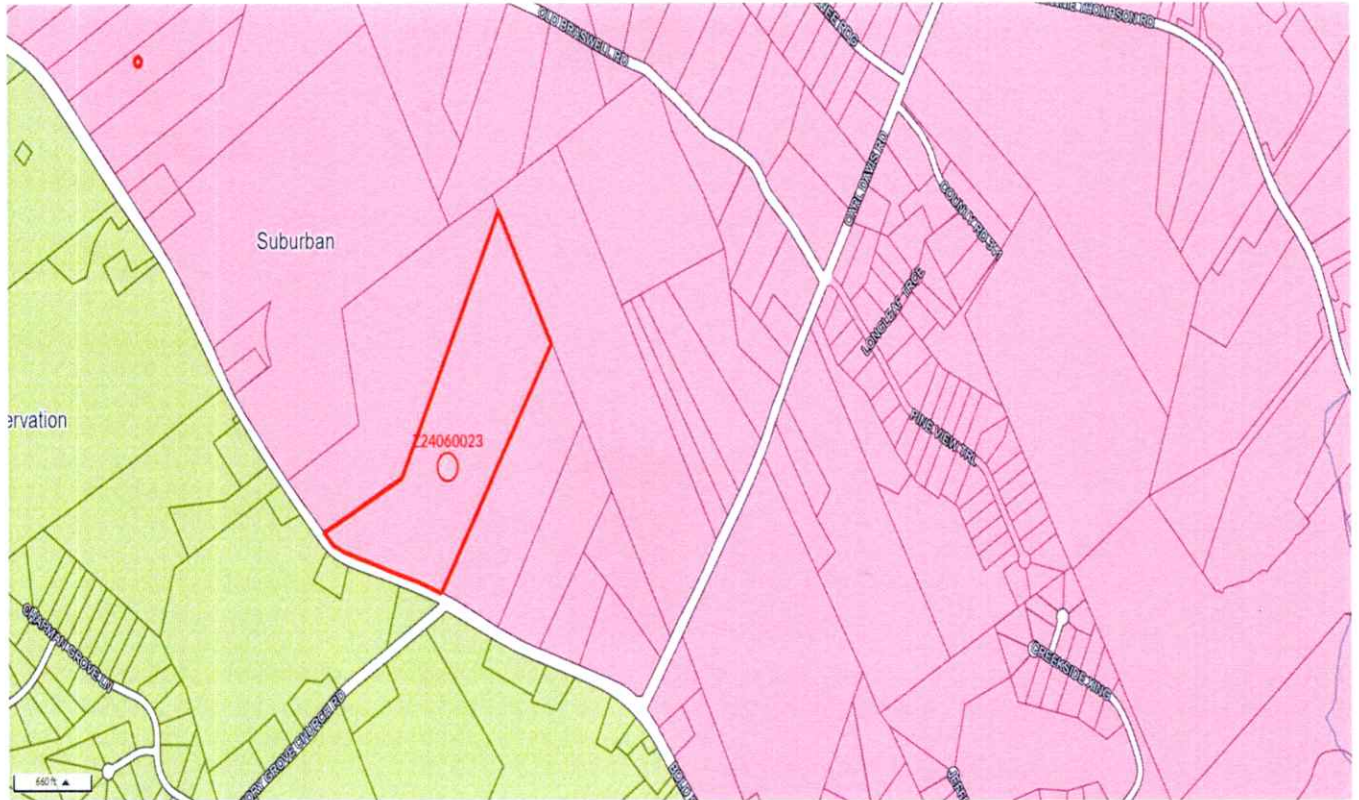
Subdivisions surrounding property:



The property is not located in a Watershed.



The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends site distance be verified. Entrance Grade may need to be adjusted with grading to improve sight distance and ingress And egress, site may require a center turn lane due to speed and traffic volume.

Sheriffs' Department: No comment received.

Water Authority: This area is served by an existing 8" diameter water main along Bold Springs Road. (static pressure: 75 psi, Estimated fire flow available: 2,250 gpm @ 20 psi). A new 8" water main will be required from Bold Springs Road to distribute water within the development. Please coordinate with WCWD.

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, Georgia Accessibility Code and Walton County Ordinances. **Fire Hydrants shall be located within 500 ft along the roadway. Road width shall be 26' FOC to FOC cul-de-sacs shall be 96' minimum and radii shall be 28' minimum.**

Fire Department Review: Added Fire and EMS response due to added population.

Board of Education: No comment received.

DOT Comments: No coordination with GDOT needed.

City of Monroe: No comment received.

PC ACTION 8/1/2024:

Z24060023-Rezone 34.26 acres from A2 to R1 for a residential subdivision-Applicant: Rosewood Development Co LLC/Owner: AHC Bentley Bold LLC-Property located on 3525 Bold Springs Rd/Map/Parcel C0720107-District 5.

Presentation: Kris Rosendahl with Rosewood Development represented the case. He stated that David Carruth is the property owner. He would like to develop 25 lots for a residential subdivision. Tim Hinton asked if Tip, who developed the site plan, could not be present and Mr. Rosendahl stated that he could not but does not believe site is an issue. Tim Hinton asked about the 2 out parcels and that would make 24 lots and not 22 lots. The two outparcels will have driveways off Bold Springs. Tim Hinton stated that he is very aware of the issues pulling out on this road and the two driveways would be in the blind curve.

Speaking: Sheila Denmark who owns property at the corner of Hickory Grove Road and Bold Springs Road stated that if the entrance is at Hickory Grove Church Road she is opposed to that. She said there have been several accidents there and her fence gets hit often. She has children in Walker Park School, and it is overcrowded, and the county needs to look into a middle school there. She said she had issues as to the entrance and she didn't hear the price range of the houses.

Johnny McKissick who lives at 3590 Bold Springs Road spoke and has concerns about the traffic and the entrance. He stated the road now is already bad with big trucks going down the road.

Ron Smith, who lives at 3660 Old Braswell Road, spoke. He has concerns about the traffic and the environmental impact that this subdivision will have. He stated that there are 3 to 4 springs on the property and is concerned about the overflow. He stated that he has a neighbor Mr. Lee Thurman who couldn't be here, and he has a pond on his property that the children fish, swim and play in. He also said that there are lots of wildlife living in the area and is concerned about the impact on that.

Mike Powell, who lives at 3920 Old Braswell Road spoke. He has concerns about all the water from the development hitting his property. He stated that he has lost his driveway 3 times in the last 5 years because of the runoff and could something not be done about the water and the environmental impact.

Rebuttal: Kris Rosendhal came back for rebuttal. Tim Hinton has concerns and said that there was a similar situation on his dad's property in Gwinnett County and he had to learn and attend a meeting. The rules are once a development is done; they cannot shed any more water on the development than is leaving the site now. There are 2 detention ponds. What will happen to the existing pond and Mr. Rosendahl stated that he is going to leave that up to the engineer and if he says that they can keep it they will and if not, then they will do away with it. Josh Ferguson said as drawn on the site plan is the pond part of the 3 individual lots, and would it be better to have this under common ownership and Mr. Rosendahl was asked about HOA and Mr. Rosendahl stated that they will have HOA. Mr. Hinton stated that Lot 12 has the retention pond on the back of it and right now that owner would be responsible for this Mr. Rosendahl stated that he would form an HOA to share the maintenance. Mr. Rosendahl stated that he is not a fan of HOA, but he will do one if that is being requested.

Recommendation: Tim Hinton made a motion to recommend approval with the following conditions: 1. Before a Land Disturbance Permit or Development Permit is issued, an assessment by the county will be completed and signed off by the county that site distance is good. 2. Two out parcels are in a blind curve so an assessment will need to be made on the driveways before a permit can be issued with a second by John Pringle. The motion carried unanimously.

Rezone Application # Z24060023

Planning Comm. Meeting Date 8-1-2024 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 9-10-2024 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C0720107

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Rosewood Development Company, LLC</u>	<u>Ahc Bentley Bold, LLC.</u>
<u>513 Plantation Dr.</u>	<u>4761 Bentley Rd.</u>
<u>Loganville, GA 30052</u>	<u>Monroe, GA 30655</u>
<u>Tipace llc@gmail.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>(678) 635-7276</u>	Phone # <u>() 614 2037</u>

Location: 3525 Bold Springs Rd. Monroe, GA 30656. Requested Zoning R-1 Acreage 34.26
Existing Use of Property: Residential Dwelling.
Existing Structures: Ex. house to be removed.

The purpose of this rezone is Requesting a change of zoning from A-1 to R-1 to allow for construction of a residential subdivision.

Property is serviced by:
Public Water: Provider: Walton County Water Department Well: _____
Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature [Signature] Date 6-25-2024 Fee Paid \$ 450.00

Public Notice sign will be placed and removed by P&D Office
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:
Existing Zoning A2 Surrounding Zoning: North A2 South A2
East A2 West A2
Comprehensive Land Use: Suburban **DRI Required?** Y _____ N
Commission District: S-Jeremy Adams Watershed: ✓

**AUTHORIZATION
BY PROPERTY OWNER**

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Rosewood Development Company, LLC

Address: 513 Plantation Dr. Loganville, GA 30052

Telephone: (678) 635-7276

Location of Property: 3525 Bold Springs Rd. Monroe, GA 30656

Map/Parcel Number: C0720107

Current Zoning: A2 Requested Zoning: R1



Property Owner Signature

Property Owner Signature

Print Name: David A. Smith Print Name: _____

Address: 4761 Bentley Rd. Monroe, GA 30656 Address: _____

Phone #: 678-614-2037 Phone #: _____

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

Tara Sachs
Notary Public

6/25/24
Date



PROJECT: 34.26 ACRES AT 3525 BOLD SPRINGS RD. MONROE, GA 30656

ANALYSIS OF ZONING MAP AMENDMENT IMPACT

1. The existing uses and zoning of nearby property.

The existing uses of nearby property are rural estate district with WP-2 watershed protection overlay district (A2, WP-2) to the South and north and A2 to the east of the subject property.

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

The owner cannot develop their land in a similar fashion as nearby properties which are currently zoned R-1.

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

The proposed land use change represents a fair balance. This area is emerging as a medium density residential district, with surrounding tracts are already zoned R1 and R1 OSC.

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

If rezoned, the property will be developed in accordance with the R-1 zoning standard, which is in line with the Walton County future land use map projected as suburban area. The property cannot reasonably be used as a rural estate due to increasing land prices. The property also doesn't have a reasonable economic use in comparison to nearby property that is zoned R-1 and R1 OSC.

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

The proposed zoning is consistent with the trend of nearby property. If approved, this property will be used as a residential subdivision like the properties north, east and southeast of the subject property.

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

The property has been in its current state, which has been used as single-family resident since 1985.

TO: Walton County Planning and Development
303 S Hammond Drive
Suite 98
Monroe, Georgia 30655

June 14, 2024

SUBJECT: Letter of Intent, 3525 Bold Spring Rd. Monroe, GA 30656

To Whom It May Concern,

A change of existing zoning of A2 is requested for the subject property located at 3525 Bold Springs Rd, Monroe GA 30656. – Parcel number C0720107 to R-1 to allow for the construction of a Residential Subdivision.

We look forward to developing this project in Walton County, as we feel it fits with the current development patterns in the area and will complement the needs of both Walton County and our client’s proposed business.

For questions or further information please contact me 770-466-4002.

Sincerely,



Thiep Huynh, PE
Consultant



Charna Parker <cparker@co.walton.ga.us>

Re: Sight Distance for proposed Carruth Farms Suidivision

1 message

Tim Hinton <hintontim01@gmail.com>

To: Charna Parker <cparker@co.walton.ga.us>

Fri, Jul 26, 2024 at 11:55 AM

So the County DOT does not access we just work with the design engineer?

Tim Hinton
RE/MAX Center
RE/MAX Hall Of Fame Member
Lifetime Achievement Member
770-401-3397

On Jul 26, 2024, at 11:19 AM, Charna Parker <cparker@co.walton.ga.us> wrote:

See response below from engineer for the development of Carruth Farms.

Charna Parker
Director
Walton County Planning and Development
770-267-1354 Fax 770-267-1407

----- Forwarded message -----

From: **Thiep Huynh** <tipacellc@gmail.com>
Date: Fri, Jul 26, 2024 at 5:50 AM
Subject: Sight Distance for proposed Carruth Farms Suidivision
To: charna parker <cparker@co.walton.ga.us>
Cc: Ron Smith <ron.smith@co.walton.ga.us>, Kris Rosendahl <construction@rwdconline.com>

Charna,

I made a site visit yesterday afternoon to check out the site distance for the proposed Carruth Farms Subdivision. The existing speed limit is 50mph along this stretch of Bold Springs Rd. The topo sloped toward the subdivision and will have to be built up to provide a flat landing at the proposed intersection. From my initial evaluation, the proposed entrance is the best location to achieve the longest site distance for an access to the proposed subdivision and there seemed to be sufficient site distance at the proposed entrance location. We will provide the county with a left and right sight distance profile to ensure that minimum sight distance requirement is met during the design phase with field survey topographic data.

Sincerely,

Tip Huynh, P.E.
A.C.E.
Alcovy Consulting Engineering
and Associates, LLC.
485 Edwards Rd.
Oxford, GA 30054
770-466-4002 office
770-480-8457 cell



Miles Hansford, LLC

202 Tribble Gap Road · Suite 200 · Cumming, GA 30040
 178 S Main Street · Suite 310 · Alpharetta, GA 30009
 Phone 770.781.4100

ATTORNEYS AT LAW

MilesHansford.com

LU 24070002 J Z 24070003

Joshua A. Scoggins
 jscoggins@MilesHansford.com

RESERVATION OF CONSTITUTIONAL AND OTHER LEGAL RIGHTS

Applicant:	Carter Engineer Consultants, Inc.
Owner:	Glenda Sells
Subject Property:	91.26 Acres Designated as Walton County Tax Parcel(s): C0950002 & C0950002C00
Current Zoning:	A2 – Rural Estate District
Proposed Zoning:	R1OSC – Single-Family Residential Open Space Conservation Overlay District
Proposed Use:	Subdivisions, Residential
Application:	Rezoning & Character Area Map Amendment
ROW Access:	Hwy 138 (SR 138)
Governing Jurisdiction:	Walton County

This Reservation of Constitutional and Other Legal Rights (“the Reservation”) is intended to supplement and form a part of the land use application (including any request for zoning, special use permit, site plan approval, and variances) (collectively, the “Application”) of the Applicant and the Owner of the Subject Property (collectively, the “Owner”) and to put the Governing Jurisdiction on notice of the Owner’s assertion of its constitutional and legal rights.

The Owner has filed a timely application, has provided all required information and has submitted the appropriate application fees. The Application meets all judicial and statutory requirements for approval.

The Owner objects to the standing of any opponents who are not owners of land adjoining the Subject Property and to the consideration by the Governing Jurisdiction of testimony or evidence presented by any party without standing in making its decision regarding the Application. The Owner also objects to the consideration of testimony or evidence that is hearsay, violates any applicable rules of procedure or evidence, or that is presented by any party who fails to comply with notice and campaign disclosure requirements.

The Current Zoning (and/or zoning conditions) imposed on the Subject Property is unconstitutional and deprives the Subject Property and all viable economic use thereof. The Proposed Use is the only viable economic use of the Subject Property, and the Governing Jurisdiction has deemed this Application necessary to allow the Proposed Use. As such, the Owner files this Application for the purpose of allowing the Proposed Use to be constructed and operated under the Current Zoning (and/or zoning conditions and requesting variances), and to exhaust administrative remedies in the event the Application is denied. As such, the filing of this Application is not an admission of the need for any such approval of the Owner’s right to develop the Subject Property. The Owner reserves the right to challenge the Current Zoning and any zoning conditions and other restrictions affecting the Subject Property.

Denial of the Application or approval of the Application in any form that is different than as requested by the Owner will impose a disproportionate hardship on the Owner of the Subject Property without benefiting any surrounding property owners. There is no reasonable use of the Subject Property other than as proposed by the Application and no resulting benefit to the public from denial of or modification to the Application.

Any provisions in the applicable land use, subdivision, and/or zoning ordinances (collectively the “Zoning Ordinance”) that classify, or may classify, the Subject Property into any of the non-requested zoning or use classifications, including the Proposed Zoning District and Proposed Use at a density or intensity less than that requested by the Owner, are unconstitutional in that they constitute a taking of the Owner’s and Owner’s property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended and the Fifth and Fourteenth Amendments to the Constitution of the United States.

The Subject Property is suitable for development as proposed in the Application and it is not suitable for development under any other zoning classification, use, or at a density or intensity less than that requested by the Owner. Failure to approve the Application as requested by the Owner would be an unreasonable application of local land use authority, which bears no relationship to the public health, safety, morality or general welfare and would constitute an arbitrary and capricious abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Owner will prohibit the only viable economic use of the Subject Property, will be unconstitutional and will discriminate in an arbitrary, capricious and unreasonable manner between the Owner and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Georgia Constitution of 1983, as amended, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Owner without the consent of persons elected to the governing body of the Governing Jurisdiction will amount to an unlawful delegation of the Governing Jurisdiction’s authority, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended.

Furthermore, the Governing Jurisdiction cannot lawfully impose more restrictive standards on the Subject Property’s development than are presently set forth in the Zoning Ordinance. Any conditions or other restrictions imposed on the Subject Property without the consent of the Owner that do not serve to reasonably ameliorate the negative impacts of the development are invalid and void. The imposition of improvements or design requirements unnecessary to facilitate the proposed development constitute an illegal impact fee, an unconstitutional condemnation, or both. As such, the Owner reserves the right to challenge any such conditions, restrictions, or design requirements.

The Owner asserts that it has expended substantial sums and significantly changed its economic position in reliance upon versions of the Zoning Ordinance that allow the development of the Subject Property as proposed by the Owner. As such, the Owner has acquired vested rights to develop the Subject Property and the filing of this Application shall not constitute a waiver of those vested rights.

Finally, the Owner asserts that the current Zoning Ordinance, Character Area Map, Future Development Map and Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a denial of the Owner’s request based upon provisions illegally adopted will deprive the Owner of due process under the law.



Page 3 of 3

By filing this Reservation, the Owner reserves all rights and remedies available to it under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity.

The Owner respectfully requests that the Application be approved as requested in the manner shown on the Application, which is incorporated herein by reference. This Reservation forms an integral part of the Application, and we ask that this Reservation be included with the Owner's other Application materials. The Owner reserves the right to amend and supplement this Reservation at any time.

Sincerely,

Joshua A. Scoggins
Attorney for Applicant & Owner



Planning and Development Department Case Information

Case Number: LU24070002 and Z24070003

Meeting Dates: Planning Commission 08-01-2024
Board of Commissioners 09-10-2024

Applicant:
Carter Engineering Consultants Inc
1010 Commerce Drive
Bogart, Georgia 30622

Owner:
Glenda Sells
902 High Shoal Drive
Monroe, Georgia 30655

Current Zoning: A2

Request: Land Use Change from Highway Corridor to Neighborhood Residential and Rezone 91.26 acres from A2 to R1OSC for a 63 lot residential subdivision

Address: Hwy 138 & 1185 Hwy 138, Monroe, Georgia 30655

Map Number: C0950002 & C0950002C00

Site Area: 91.26 acres

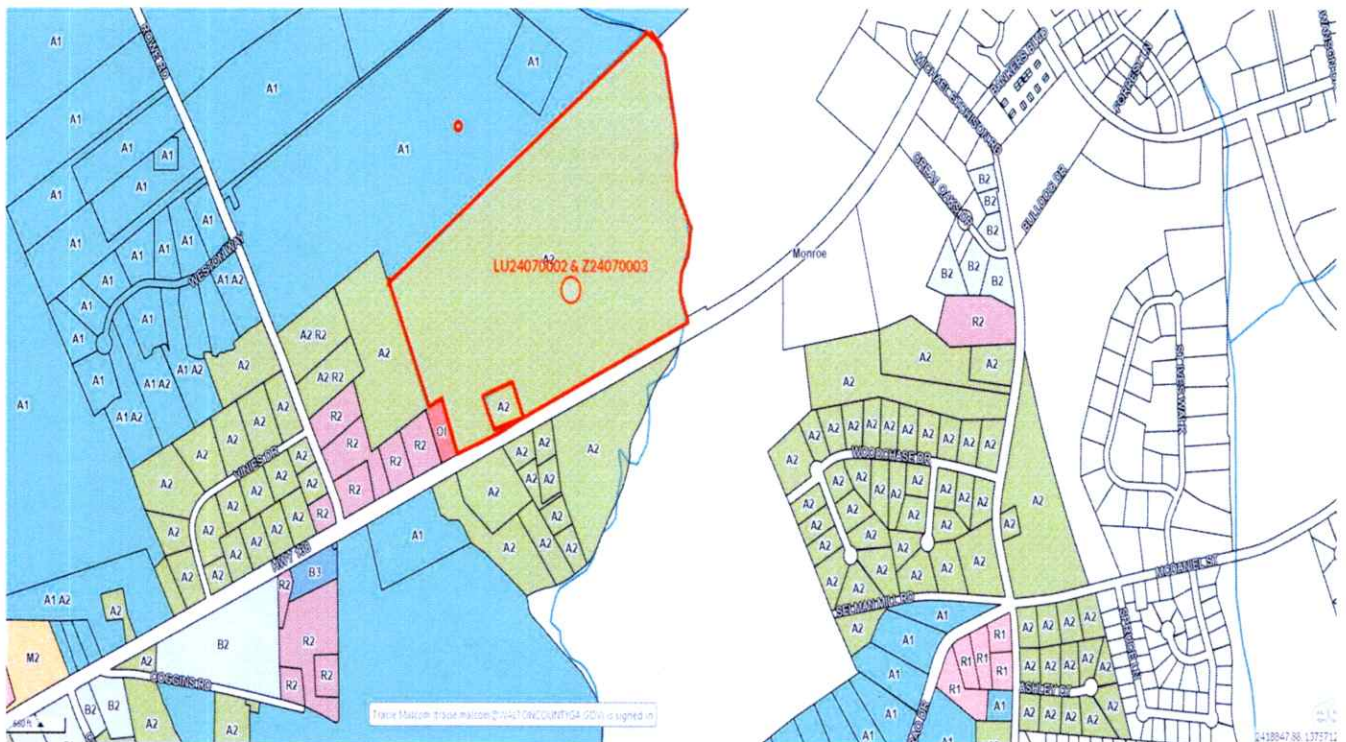
Character Area: Highway Corridor

District 5: Commissioner: Jeremy Adams Planning Commission –Tim Hinton

Existing Site Conditions: Property consists of 91.26 acres total. Parcel C0950002 is on Highway 138 and is 89.76 acres and Parcel C0950002C00 is 1185 Highway 138 and is 1.50 acres. 1185 Highway 138 has a house on the property and house will be removed.



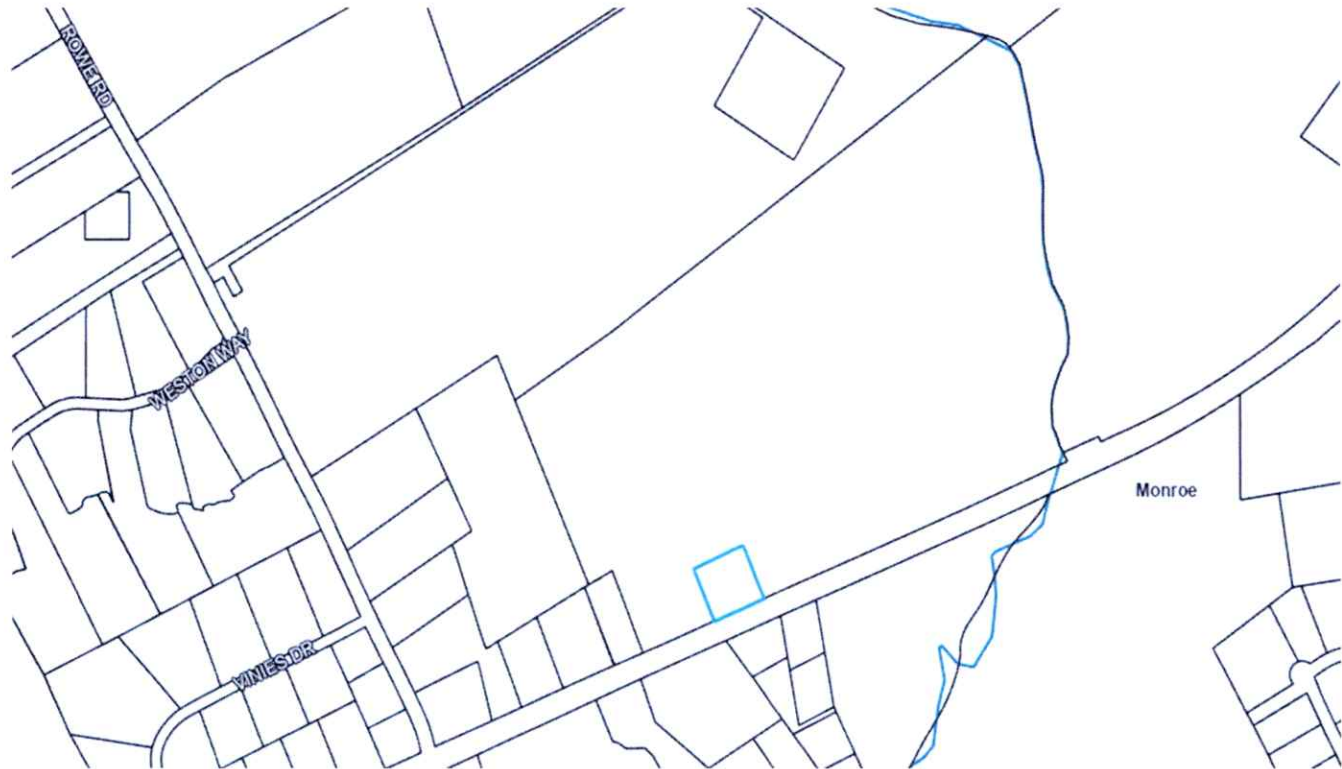
The surrounding properties are zoned A2.



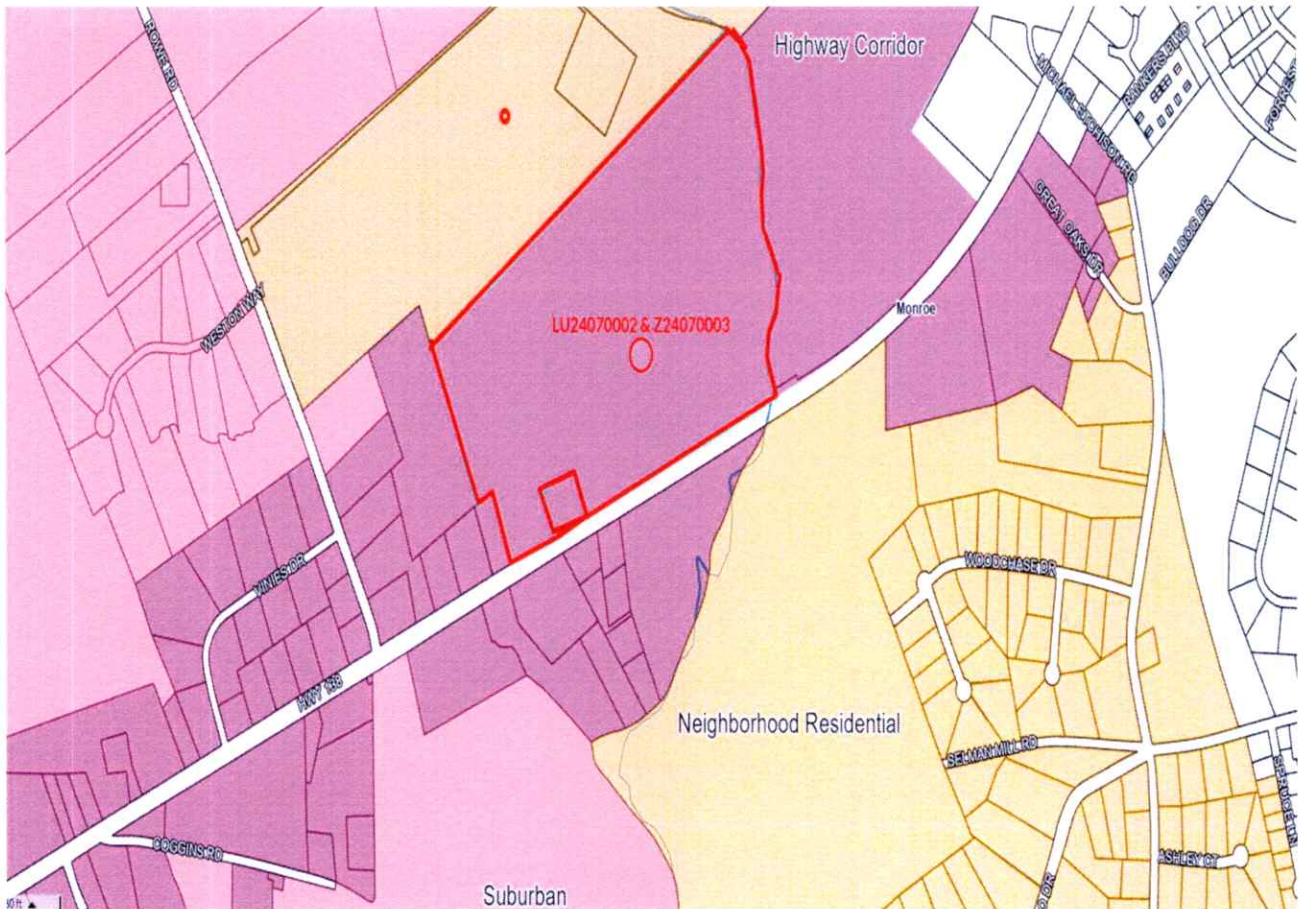
Subdivisions surrounding property:



The property is not located in a Watershed.



The Future Land Use Map for this property is Highway Corridor.



History:

Z05090010	Alcovy Sports/Family Chiropratic	A-2 to O-1 Med Office 1.0	C095-5 spl 1185 Ga Hwy 138	Approved Cond.
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This property was split off of 1185 Ga Hwy 138.

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval of this request.

Sheriffs' Department: No comment received.

Water Authority: This area is served by an existing 8" diameter water main along Hwy 138. (static pressure: 105 psi, Estimated fire flow available: 1,050 gpm @ 20 psi). **A new water main will be required to distribute water within the development. Please coordinate with WCWD.**

E-mail from Morris Jordan: DOT is replacing the bridge on Hwy 138 over the Alcovy. **This project may or may not be impacted by that project. Walton County has a water main on the opposite side of 138, at a minimum the project will require boring 138 to tie into the existing main. While it is not believed to be an issue, we have not reviewed the project to see if any additional work on the existing 8" line and a vault that is being abandoned due to the DOT work would require additional work by the developer.**

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, Georgia Accessibility Code and Walton County Ordinances. **Fire Hydrants shall be located within 500 ft. along the roadway. Road width shall be 26' FOC to FOC cul-de-sacs shall be 96' minimum and radii shall be 28' minimum.**

Fire Department Review: Added Fire and EMS response due to added population.

Board of Education: No comment received.

DOT Comments: This will require GDOT coordination.

City of Monroe: No effect to City of Monroe's utilities.

PC ACTION 8/1/2024:

LU24070002 & Z24070003-Land Use Change from Highway Corridor to Neighborhood Residential and Rezone 91.26 acres from A2 to R1OSC for a residential subdivision- Applicant: Carter Engineering Consultants Inc/Owner: Glenda Sells-Property located on Hwy 138 & 1185 Hwy 138/Map/Parcels C0950002 & 2C00-District 5.

Presentation: Paul Mitchell, Attorney at Law, represented the case for the Applicant and the builder. He stated that they are asking for an open space subdivision on 91.26 acres. The first thing is the Amendment to the Character Area Map from Highway Corridor to Suburban and the second thing is to rezone from A2 to R1OSC for a subdivision with 63 lots. On the east side of the property there is a stream and on the north is a utility easement. OSC is really essential to making a vibrant community. The houses will be in the low \$500,000 value and these will be beautiful homes and are compatible with the neighboring zonings in the area. There will be 63 lots and the

minimum lot size would be .6 acres. The houses would be a minimum of 2,200 sq. ft. They are offering more open space than is required by the code. They are allotting 30.65 acres of open space and only 22 acres is required. Tim Hinton asked about any amenities for the size there and there will no amenities, only open space. Timothy Kemp verified 91.26 acres and 63 homes and that is 1.44 units per acre and conserve areas around the sides. Timothy Kemp also said that DOT will address the entrance and that is a lot of traffic. Mr. Kemp stated personally this is a very dangerous place and an engineer should be looking at the traffic.

Speaking: Lisa Anderson who lives at 1230 Highway 138. She has owned this property since 1971 and is not opposed to a subdivision but she would rather it remain A1 or A2 and be 1 ½ acres for the lots. She has spoken to Mr. Prather about the size of the homes, and he stated that the homes would be 3,000 sq. ft. plus but now is being told they are 2,200 sq. ft. and they will be farm style homes. She would like to see a combination of stone and brick and minimum clearing there because of the river and has concerns about what is going in the river when there is major flooding. She knows that there is a GDOT project that will begin in 2025 and will finish in 2027 to build a new bridge. There will be a temporary bridge on the south side and if that takes place at the same time as this development, this will be a lot going on. She got the 2023 numbers and there are about 20,400 cars a day on that road and the estimated trip is 6, this would add 378 more vehicles entering and leaving on this highway. She would like the board to deny the R1OSC subdivision and require 3,000 sq. ft. homes with a combination of hardy plank, stone and brick and minimal trees to be removed from the property.

Jere Rowe who lives at 1320 Highway 138 spoke. He and his sister have 12 acres in a trust beside this property and the property has been in his family since 1930. The application stated that the property is not in a watershed, but you can see water standing on the property all year long and now 63 septic tanks will be put on the property and whatever goes downhill slopes to the river. He stated that the Alcovy River is the cleanest river in the state. He asked if you left the property zoned as A2 then how many houses can you build there. Mr. Hinton stated it would be about 60 houses. Mr. Rowe stated he has concerns about the standard review questions 3 and 4. This property is directly off Highway 138 and he is concerned about the site distance issues. He went out and measured it and it is about 573 feet. He said that if you turn out going toward Monroe at 55 mph there is only 7 seconds to get out on Highway 138. He stated that not a lot of time you can get out on Highway 138 especially with 3 schools in the area and there are 3 schools on Highway 138. He stated that 2,040 trucks are going down Highway 138 and this is a dangerous place for entrance. He stated that every wreck that an accident happens on the Highway that the EMT's and Fire Department have to be called and that adds 378 vehicles a day to the road not counting the trash trucks, buses. He said that the state permits the driveways, but the county has to deal with the problems. He stated that one of the questions was about helping the welfare of the public. He thinks not. He said question 5 says adjacent properties support this and he said that nobody asked him, and it does not match up and is completely out of character area. This property is not in town and what the subdivisions that have been compared to; they are in the city limits. He also said that the water that does not drain into the river will come to their property.

Rebuttal: Mr. Mitchell stated that water issues are always a concern as well as stormwater issues. It is their legal duty to control storm water on their site and the water quality will be engineered and ensured. Adding more homes may be an overburden but it opens the door to new neighbors. He has heard the thoughtful concerns of the people, but this subdivision has not been built yet and these people will be members of the community and they will have strict rules as to the building.

Logan Moss spoke, and he works with homebuilders. The house sizes were 2,000 minimum up to 3,000 sq. ft. with a side entry garage. He had a rendering that showed the beautiful houses but didn't get to show his power point. The houses will have a 24-inch water table and have stone and stucco. He grew up hunting on the Alcovy River and he wants to keep it intact. The pond will not only make the river clearer, but they will control sediment and you will not see any different clarity of the river. As far as traffic is concerned on Highway 138 there will be a de-cell lane there and they will be working with DOT. As for as the amenity area spaced off in the development, there will be pocket parks which is more beneficial than pickleball courts and will have walking trails. As far as R1OSC comparing to the A2 zoning, they are just asking for 3 more lots.

Tim Hinton said as far as site entrance, the engineer will work on plans for this and what the plans are for houses, the 24" water table is a step above, and houses will have hardy plank, board and baton and no vinyl siding and side garages.

Tim Hinton said that as OSC conveying the thought process – he is fond of that zoning because it sets aside open space where areas are not touched during development stages. It also allows us to have a smaller area and increase the density and this is consistent with current zoning there. The problem is with A2 zoning you would have to be impeding on more acreage. Mr. Hinton said that with the open space concept they don't go in and strip all the trees. As far as concerns for water, this is regulated at the State & Federal level and as to traffic, there are children born every day and need a place to live and you have to try to manage the traffic in the best way possible.

Recommendation: Tim Hinton made a motion to recommend approval with the following conditions 1. The minimum square footage for a single floor home is 2,200 and two stories 2,500 square foot. 2. Side entry garage only 3. 60 lots instead of 63 lots. with a second by Josh Ferguson. Timothy Kemp and Michelle Trammell voted against it and Tim Hinton, Josh Ferguson, Terry Eison, and John Pringle voted to approve it. The motion carried 4 to 2.)

Character Area Map Amendment

Application # LU24070002

Planning Comm. Meeting Date 08-01-2024 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm. Meeting Date 09-10-2024 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel 89.76 1.50
C0950002, C0950002C00

Applicant Name/Address/Phone #

Carter Engineering Consultants, Inc.
1010 Commerce Drive
Bogart, GA 30622

Phone # 770-725-1200

Property Owner Name/Address/Phone

Glenda Sells
902 High Shoals Drive
Monroe, GA 30655

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

Phone # _____

E-mail Address: jessica@carterengineering.com

Location: Highway 138 J 1185 Hwy 138 Acreage 91.26

Existing Character Area: Highway Corridor

Proposed Character Area: ~~Suburban~~ Neighborhood Residential

Is this a Major or Minor amendment to the plan? Minor
Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA

Is the property located within a watershed protection overlay district? No

Proposed Development: Single-family Multi-family Commercial Industrial

Proposed Zoning: R1 OSC Number of Lots: 63 Minimum Lot Size: 0.6

Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature [Signature]

Date 07/08/2024

Fee Paid \$ 250.00

Rezone Application # 224070003 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 08-01-2024 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 09-10-2024 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel 84.76 1.50 C0950002, C0950002C00

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Carter Engineering Consultants, Inc.</u>	<u>Glenda Sells</u>
<u>1010 Commerce Drive</u>	<u>902 High Shoals Drive</u>
<u>Bogart, GA 30622</u>	<u>Monroe, GA 30655</u>
E-mail address: <u>Jessica@carterengineering.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>770-725-1200</u>	Phone # _____
Location: <u>Highway 138</u> <u>1185 Hwy 138</u>	Requested Zoning <u>R1 OSC</u> Acreage <u>91.26</u>
Existing Use of Property: <u>Vacant</u> <u>Residential</u>	
Existing Structures: <u>2,057 s.f. residence</u>	
The purpose of this rezone is <u>Developer wishes to rezone for construction of a residential subdivision - 63 lots</u>	

Property is serviced by the following:
Public Water: Provider: Walton County Well: _____
Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature [Signature] Date 07/03/2024 Fee Paid \$ 550.00

Public Notice sign will be placed and removed by P&D Office
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A2 Surrounding Zoning: North A1 South A2
East City of Monroe West A2-J02

Comprehensive Land Use: Highway Corridor **DRI Required?** Y _____ N

Commission District: S-Jeremy Adams Watershed: _____ TMP

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Carter Engineering Consultants, Inc.

Address: 1010 Commerce Drive, Bogart, GA 30622

Telephone: 770-725-1200

Location of Property: Highway 138

Map/Parcel Number: C0950002, C0950002C00

Current Zoning: A2 Requested Zoning: R1 OSC

Glenda J. Sells _____
Property Owner Signature Property Owner Signature

Print Name: Glenda Sells Print Name: _____

Address: 902 Highway Shoal Drive Address: _____
Monroe, GA 30655

Phone #: 770-714-2195 Phone #: _____

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

[Signature]
Notary Public

6/27/2022
Date



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

Provide written documentation addressing each of the standards listed below:

1. **Existing uses and zoning of nearby property;**

The existing property is a vacant agricultural property in the Rural Estate District and zoned A2. Bordering properties are Rural Estate District A2, Rural Estate District A1, Office-Institutional District O-I, Two-Family Residential R2, and General Business District B3.
2. **The extent to which property values are diminished by the particular zoning restrictions;**

The current zoning of A2 does not allow the developer to achieve the required density. The R1 OSC Overlay District allows for a minimum 0.6 acre lot while A2 zoning allows for a minimum 1.5 acre lot. The developer requires the additional density to justify the purchase and subsequent development costs.
3. **The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;**

The Monroe, Walton County area has been rapidly expanding and is predicted to grow at a rate of 1.49% annually per the Comprehensive Plan 2022-2026. The rezone will create a new single family subdivision including 63 lots ranging from 0.67 to 1.67 acres. The subdivision will also create a new tax base.
4. **The relative gain to the public, as compared to the hardship imposed upon the individual property owner;**

As previously mentioned, the public receives a new single family subdivision creating 63 additional residences and Walton County receives a new tax base. Without the rezone, the developer would only be able to achieve less than half the proposed density, which would not justify the development.

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

The current A2 zoning allows for a subdivision, but does not allow the developer to achieve the required density needed to justify the development. The subject and adjacent properties support a subdivision of the proposed density.

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

The property features one existing residence. The remainder of the lot has been fallow agricultural property since the late 1980s. The nearby subdivision at Woodchase Drive was constructed around 1993.

CONCEPTUAL SITE PLANS FOR RIVERSIDE ESTATES

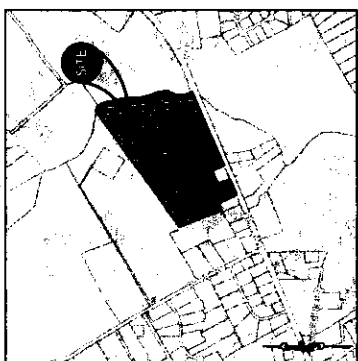
MHC OF GEORGIA, LLC

PROJECT LOCATION
HIGHWAY 138
MONROE, GA. 30655

CONSTRUCTION ENTRANCE
33.7680 NORTH
-83.7535 WEST

PARCEL ID NUMBER
C0950002, C0950002C00

PROJECT TRACT | 91.26 ACRES | **DISTURBED AREA** 64.3 ACRES



SITE LOCATION MAP
NOT TO SCALE

PROJECT CONSULTANTS AND CONTACT INFORMATION

OWNER / DEVELOPER
MHC OF GEORGIA, LLC
110 FAULS STREET, SUITE 400
BOGART, GA 30627
CONTACT: 410.719.7422
24-HOUR CONTACT: LOGAN MOSE
LOGAN@MHC.COM/COMMUNITIES.US

ARCHITECT
MPS HOME COMMUNITIES
1100 FAULS STREET, #400
BOGART, GA 30627
CONTACT: 604.413.5414
LUERY.WATERS

CIVIL ENGINEER
CARTER ENGINEERING CONSULTANTS, INC.
1010 COMMERCIAL DR.
BOGART, GA 30627
CONTACT: 770.725.1200
WWW.CARTERENGINEERING.COM

SURVEY & L.O.V.
CARTER ENGINEERING
1010 COMMERCIAL DRIVE
BOGART, GA 30627
CONTACT: 770.725.1200
MARGARET.FOLEY@CARTERENGINEERING.COM

DESIGN BENCHMARK 50% DD OWNER REVIEW
DRAWING STATUS NOT FOR CONSTRUCTION



SITE DESIGN & ENGINEERING SHEET INDEX

SHEET NUMBER	SHEET TITLE
C.1.0	COVER SHEET
C.2.0	GENERAL NOTES
C.3.0	EXISTING SITE PLAN / DEMO PLAN
C.4.0	SITE PLAN
C.4.0	SUITABLE SOIL PLAN

REVISION BLOCK

REVISION NUMBER	REVISION DATE & DESCRIPTION
ISSUE 1	*INITIAL SUBMITTAL
ISSUE 2	****
ISSUE 3	****
ISSUE 4	****
ISSUE 5	****
ISSUE 6	****
ISSUE 7	****
ISSUE 8	****
ISSUE 9	****
ISSUE 10	****

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CARTER ENGINEERING



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BOGART, GA 30627
P: 770.725.1200
WWW.CARTERENGINEERING.COM



PRELIMINARY
NOT APPROVED FOR
FINAL RECORDING

CONCEPTUAL SITE PLANS
FOR
RIVERSIDE ESTATES
HIGHWAY 138 - MONROE, GA. 30655

SHEET TITLE
COVER

SHEET NUMBER
C.1.0

PROJECT NUMBER
240023MHCG

DATE
07/01

Item 6.4.

CONCEPTUAL SITE PLANS FOR RIVERSIDE ESTATES

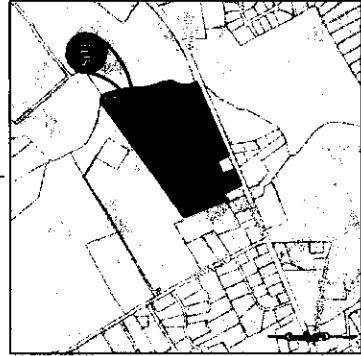
MHC OF GEORGIA, LLC

PROJECT LOCATION
HIGHWAY 138
MONROE, GA. 30655

CONSTRUCTION ENTRANCE
33.7880 NORTH
-83.7535 WEST

PARCEL ID NUMBER
C0950002, C0950002C00

PROJECT TRACT 91.26 ACRES | **DISTURBED AREA** 64.3 ACRES



SITE LOCATION MAP
NOT TO SCALE

PROJECT CONSULTANTS AND CONTACT INFORMATION

OWNER / DEVELOPER
MHC OF GEORGIA, LLC
110 TALLIS STREET, SUITE 400
BOGART, GA 30627
CONTACT: 404.313.5414
24-HOUR CONTACT: LOGAN MOSS
LOGAN@MHC.COM | COMMUNITIES.US

ARCHITECT
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BOGART, GA 30627
CONTACT: 404.313.5414
CECILIA WATSON

CIVIL ENGINEER
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CONTACT: 770.725.1000
BRIAN@CARTERENGINEERING.COM

SURVEYOR
CARTER ENGINEERING CONSULTANTS, INC.
1910 COMMERCE DRIVE
BOGART, GA 30627
CONTACT: 770.725.1000
MICHAEL FOLEY, GA RES #3346

DESIGN BENCHMARK 50% DD OWNER REVIEW
DRAWING STATUS NOT FOR CONSTRUCTION



SITE DESIGN & ENGINEERING SHEET INDEX

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C 1.0	COVER SHEET
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REVISION BLOCK

REVISION NUMBER	REVISION DATE & DESCRIPTION	*INITIAL SUBMITTAL
ISSUE 1		****
ISSUE 2		****
ISSUE 3		****
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ISSUE 5		****
ISSUE 6		****
ISSUE 7		****
ISSUE 8		****
ISSUE 9		****
ISSUE 10		****

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GENERAL PLAN SET NOTES

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BOGART, GA 30627

CONCEPTUAL SITE PLANS
FOR
RIVERSIDE ESTATES
HIGHWAY 138 - MONROE, GA. 30655

SHEET TITLE
COVER

SHEET NUMBER
C 1.0

PROJECT NUMBER
24002MHCG

DATE
07/01/2022

Item 6.4.

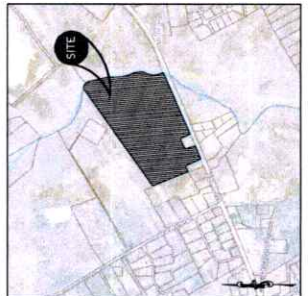
CONCEPTUAL SITE PLANS
FOR
RIVERSIDE ESTATES
HIGHWAY 138 - MONROE, GA 30655



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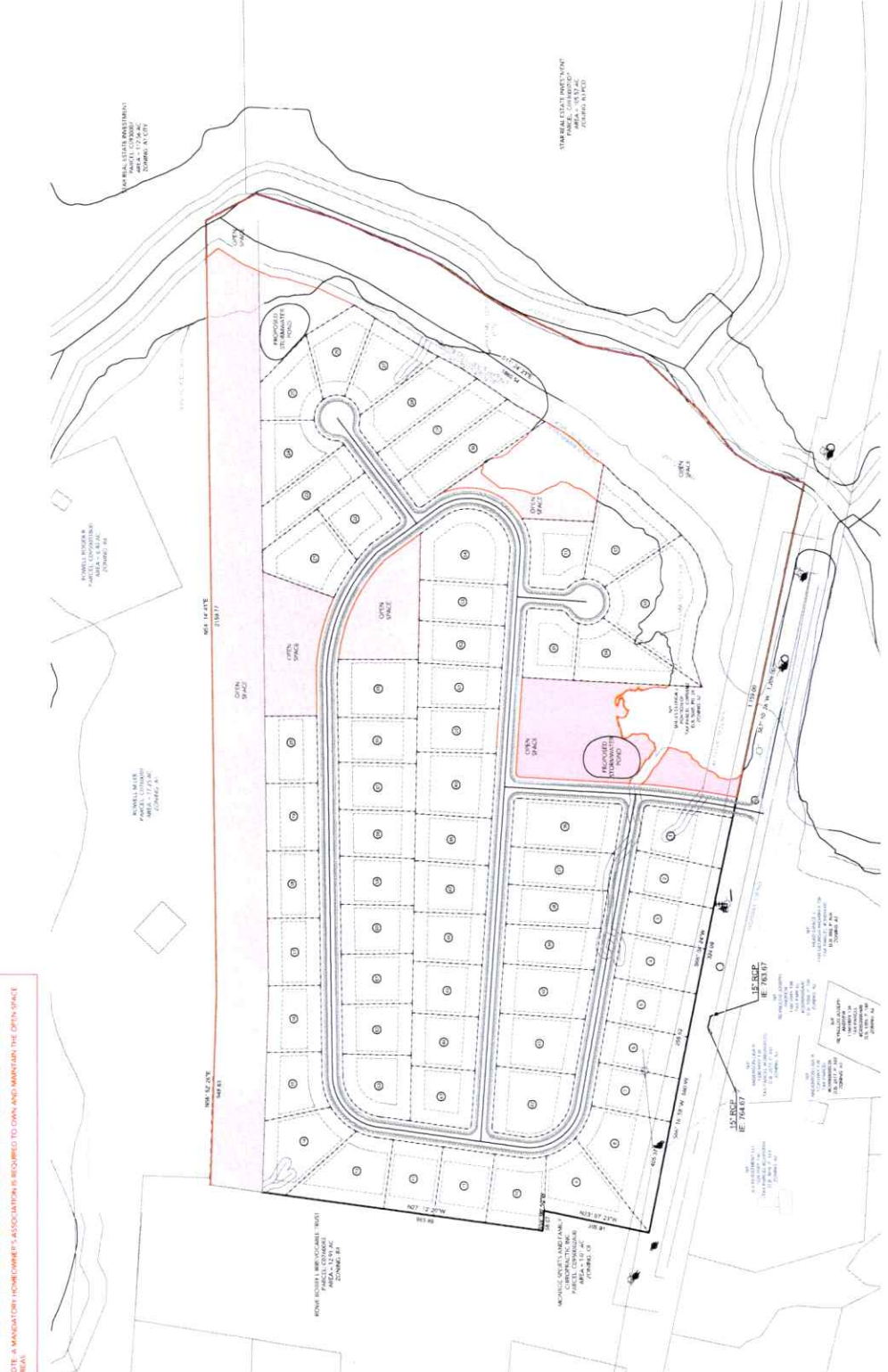
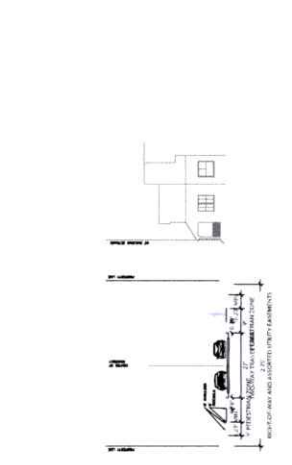
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SHEET TITLE: SITE PLAN
PROJECT NAME: MHC OF GEORGIA, LLC
SHEET NUMBER: C 4.0
PROJECT NUMBER: 24002MHCG
DATE: 07/10



CONTRACTOR'S OBLIGATION: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND JURISDICTIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND JURISDICTIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND JURISDICTIONS.

GENERAL NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



Parcel #	Area	Area SQ/FT	Percol	Area	Area SQ/FT	Percol	Area	Area SQ/FT	Percol	Area	Area SQ/FT	Percol
1	0.82	35772	17	0.67	26000	33	1.07	76276	40	0.93	46242	
2	0.87	29337	19	0.96	28952	34	0.89	36787	50	0.86	29560	
3	0.77	30452	19	0.96	36820	35	0.90	42083	52	0.87	29000	
4	0.73	31862	20	0.94	33620	36	0.72	31540	53	0.87	29172	
5	0.67	29007	22	0.91	30629	37	0.72	31255	54	1.07	46782	
6	0.88	29668	23	0.70	33270	38	0.72	31278	55	0.88	36662	
7	0.88	29668	23	0.70	33270	38	0.72	31278	55	0.88	36662	
8	0.82	30800	25	0.98	29623	41	0.96	37961	57	0.69	29943	
9	0.74	32200	26	0.70	30667	42	0.90	36241	58	0.67	28865	
10	0.74	32200	26	0.70	30667	42	0.90	36241	58	0.67	28865	
11	0.69	29902	27	0.79	34412	43	0.67	26256	59	0.67	28974	
12	0.69	29902	27	0.79	34412	43	0.67	26256	59	0.67	28974	
13	0.82	46204	30	0.86	37628	45	0.67	26800	61	0.67	26800	
14	0.96	41476	30	1.01	44175	46	0.67	26869	62	0.67	29313	
15	0.68	29817	31	0.74	32241	47	0.69	29552	63	0.73	31919	
16	0.68	29817	31	0.74	32241	47	0.69	29552	63	0.73	31919	

AREA OF OPEN SPACE, INCLUDING 25% OF TOTAL AREA, 10% OF OPEN SPACE IS REQUIRED TO BE OUTSIDE OF BUFFER, EASEMENTS, AND FLOOD AREAS.
REQUIRED OPEN SPACE = 22.48 AC.
AREA OF OPEN SPACE PROVIDED = 26.58 AC.
NOTE: A MANDATORY HOMEOWNER'S ASSOCIATION IS REQUIRED TO OWN AND MAINTAIN THE OPEN SPACE AREA.

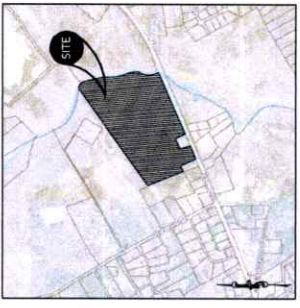
CONCEPTUAL SITE PLANS
FOR
RIVERSIDE ESTATES
HIGHWAY 138 - MONROE, GA 30655

SHEET TITLE: SITE PLAN WITH TOPOGRAPHY
PROJECT NAME: MHC OF GEORGIA, LLC
SHEET NUMBER: C 4.1
PROJECT NUMBER: 24002MHCG
DATE: 07/10



PRELIMINARY / NOT APPROVED FOR FINAL RECORDS

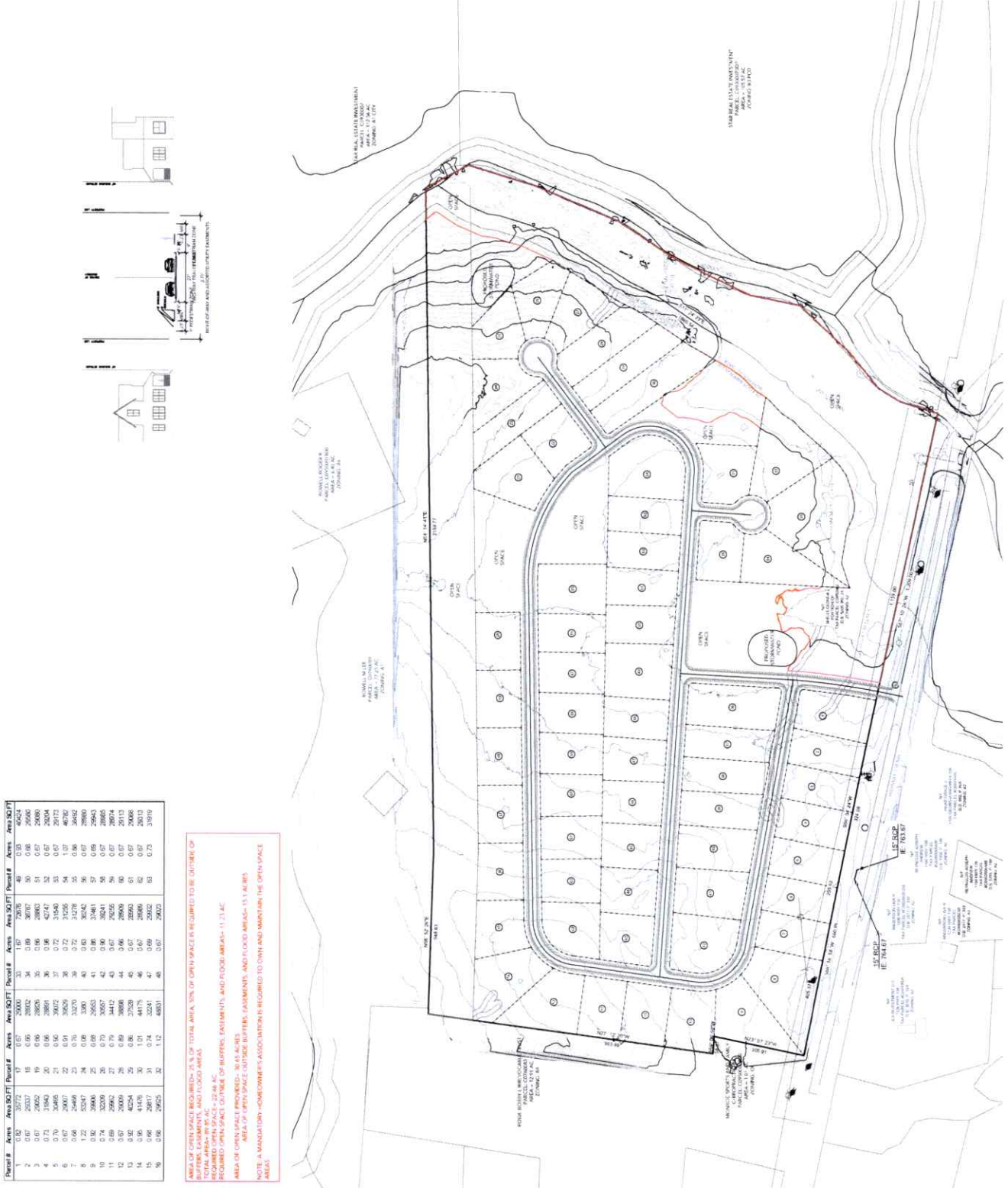
BLISS ARCHITECTS & ASSOCIATES
1000 W. BROADWAY
SUITE 100
RIVERSIDE, GA 30655
PHONE: 770.725.1200
WWW.BLISSARCHITECTS.COM



OWNER: MHC OF GEORGIA, LLC 1000 W. BROADWAY, SUITE 100 RIVERSIDE, GA 30655 PHONE: 770.725.1200 WWW.MHCOFGEORGIA.COM	DESIGNED BY: BLISS ARCHITECTS & ASSOCIATES 1000 W. BROADWAY, SUITE 100 RIVERSIDE, GA 30655 PHONE: 770.725.1200 WWW.BLISSARCHITECTS.COM	ENGINEER: CARTEI ENGINEERING 1000 W. BROADWAY, SUITE 100 RIVERSIDE, GA 30655 PHONE: 770.725.1200 WWW.CARTEIENGINEERING.COM	DATE: 07/10
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Georgiast
Utilities Protection Center, Inc.
Know what's below
Call before you dig

SCALE 1" = 150'
150' 75' 0' 150' 300' 450'



Parcel #	Area	Area SQ/FT	Permit #	Area	Area SQ/FT	Permit #	Area	Area SQ/FT	Permit #	Area	Area SQ/FT
1	0.50	53772	17	0.57	26000	33	1.67	72676	46	0.03	46264
2	0.07	29337	18	0.06	26802	34	0.06	26797	50	0.08	29590
3	0.07	29652	19	0.06	26803	35	0.06	26803	51	0.07	29080
4	0.07	29652	20	0.06	26803	36	0.06	26803	52	0.07	29080
5	0.70	24955	21	0.60	26072	37	0.72	31545	53	0.07	29173
6	0.67	29007	22	0.61	28029	38	0.72	31505	54	1.07	46782
7	0.68	29468	23	0.76	33270	39	0.72	31278	55	0.06	26652
8	0.68	29468	24	0.76	33270	40	0.72	31278	56	0.06	26652
9	0.52	26800	25	0.58	25655	41	0.08	32461	57	0.05	25683
10	0.74	32000	26	0.70	32657	42	0.06	26241	58	0.07	28965
11	0.69	29962	27	0.79	34412	43	0.07	29205	59	0.07	28974
12	0.69	29962	28	0.79	34412	44	0.06	26800	60	0.07	29113
13	0.52	48254	29	0.69	32028	45	0.06	26800	61	0.07	29113
14	0.95	41476	30	1.01	44175	46	0.07	28960	62	0.07	28313
15	0.06	28817	31	0.74	32241	47	0.06	26802	63	0.73	31919
16	0.06	29625	32	1.12	48031	48	0.07	29023			

CONCEPTUAL SITE PLANS FOR RIVERSIDE ESTATES

MHC OF GEORGIA, LLC

PROJECT LOCATION
HIGHWAY 138
MORNING, GA 30055

CONSTRUCTION ENTRANCE

337860 NORTH
83.733 WEST

PARCEL ID NUMBER
CG95002 CG9500200

PROJECT TRACT 91.26 ACRES | DISTURBED AREA 64.13 ACRES



SITE LOCATION MAP
NOT TO SCALE

PROJECT CONSULTANTS AND CONTACT INFORMATION

ARCHITECT | 11111 11111
11111 11111 11111
11111 11111 11111
11111 11111 11111

LANDSCAPE ARCHITECT
11111 11111
11111 11111 11111
11111 11111 11111

ENGINEER
11111 11111
11111 11111 11111
11111 11111 11111

DESIGN BENCHMARK 50% DD OWNER REVIEW
DRAWING STATUS NOT FOR CONSTRUCTION



SITE DESIGN & ENGINEERING SHEET INDEX

SHEET NUMBER	SHEET TITLE
C 1.0	COVER SHEET
C 2.0	GENERAL NOTES
C 3.0	EXISTING SITE PLAN / DEMO PLAN
C 4.0	SITE PLAN
C 4.0	SUITABLE SOIL PLAN

REVISION BLOCK

REVISION NUMBER	REVISION DATE & DESCRIPTION
ISSUE 1	*INITIAL SUBMITTAL
ISSUE 2	
ISSUE 3	
ISSUE 4	
ISSUE 5	
ISSUE 6	
ISSUE 7	
ISSUE 8	
ISSUE 9	
ISSUE 10	

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GENERAL PLAN SET NOTES



RECEIVED
12/22/2022
10:00 AM
CARTER ENGINEERING

CONCEPTUAL SITE PLANS
FOR
RIVERSIDE ESTATES
HIGHWAY 138 MORNING, GA 30055

COVER
C 1.0
24002MHCG
07/01/2024



Riverside Estates
Letter of Intent
July 2024

Letter of Intent For Riverside Estates

Hwy 138
Monroe, GA 30655
(Parcel No(s). C0950002, C0950002C00)

Prepared By:
Carter Engineering Consultants
1010 Commerce Drive.
Suite 100
Bogart, GA 30622
July 2024





Introduction

The property referenced as Tax Parcel No(s). C0950002, C0950002C00 are currently owned by Glenda Sells. The current owner and the developer, My Home Communities, have a contract to purchase the two properties pending approval of this rezone request. The property is currently zoned A2, and the developer wishes to rezone to include the R1 Open Space Community (OSC) Overlay to achieve the required density for a proposed subdivision. A new rezone request has been submitted for approval.

Site

The site is located off HWY 138 in Walton County, Georgia. The property is comprised of approximately 89.8-acres. The properties feature one existing building that will be demolished during the construction of the subdivision.

The property is bordered by a residential A1 tract to the north, B3 PCD to the East, A2 to the west and Hwy 138 to the south.

Development

The developer proposes to construct a single-family residence subdivision that will include 63 single-family 0.6-acre minimum lots, green-space, and roads / infrastructure for the proposed subdivision. The development will provide 30.65 acres of open space. The required open space is 22.5 acres.

Access

The site will be accessed from HWY 138. A deceleration lane will be completed as part of the development. Access to HWY138 will be permitted by GA DOT. The proposed subdivision will feature a new 24-foot access drive off HWY 138 that will service the 63 single-family lots.

Setbacks

According to the Walton County Land Development Ordinance, the building setbacks for a property zoned R1 within the OSC Overlay with public water and private on-site septic systems are defined as: Front Building Setback = 40 feet, Side Building Setback = 15 feet, and Rear Building Setback = 40 feet.



Traffic

The proposed single-family residence subdivision will have a moderate affect of the traffic along HWY 138. The estimated average daily trips (ADT) are 6 trips per residence, and the estimate number of trips during peak hours is 4 trips.

Water Supply

The water supply for the proposed subdivision will be provided by Walton County.

Sewage Disposal

Sewage disposal for the proposed subdivision will be provided by individual private septic systems located within each lot. A preliminary soil survey was conducted to determine site feasibility, and lots are not shown within areas defined by poor soils.

Utilities

The utilities needed to serve the site are proposed to be underground. The proposed development will require electricity, water, and telephone / data lines. Each of these utilities can be connected at HWY 138.

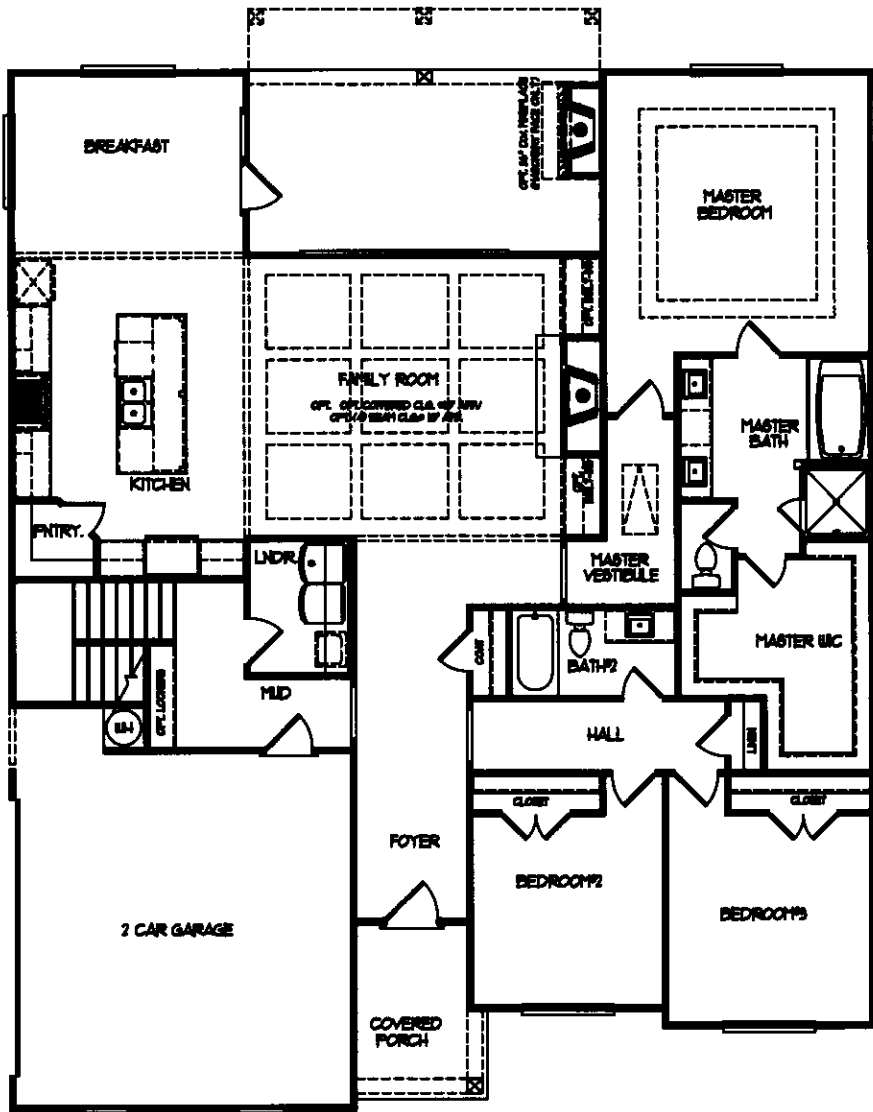
Solid Waste

Garbage collection will be by private contracts with a trash can on the property.

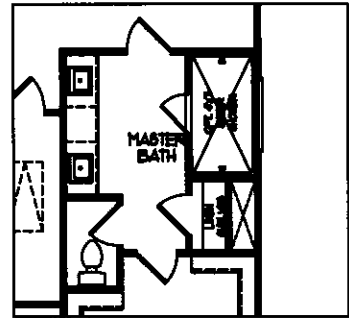
Type of Ownership

Once developed, the subdivision lots will be privately owned, while the development, greenspace, amenity areas, and stormwater detention facilities will be governed by a homeowner's association. The roads within the proposed subdivision will be owned and maintained by Walton County.

THE BLACKBURN



Main Level



Opt. Super Shower

THE BLACKBURN



Front Elevation A

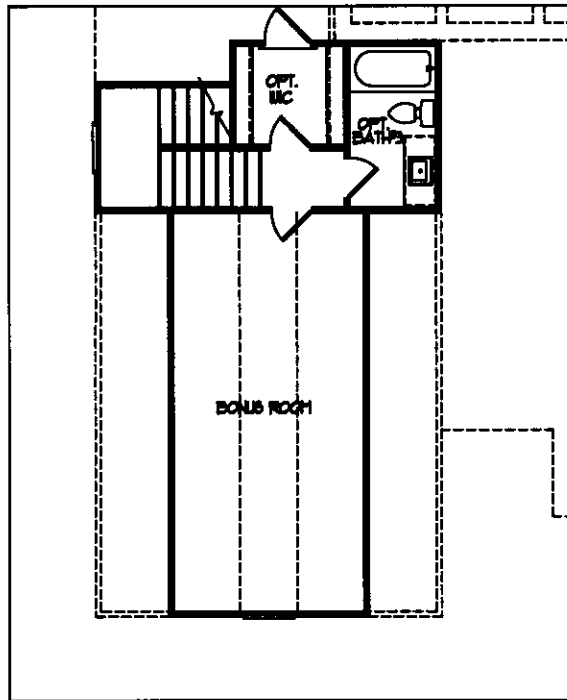


Front Elevation B



Front Elevation C

THE BLACKBURN



Upper Level

BRENTWOOD 2



Front Elevation A

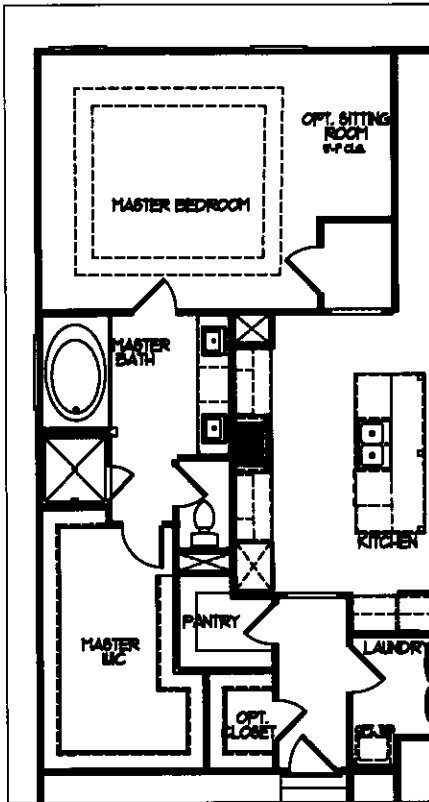


Front Elevation B

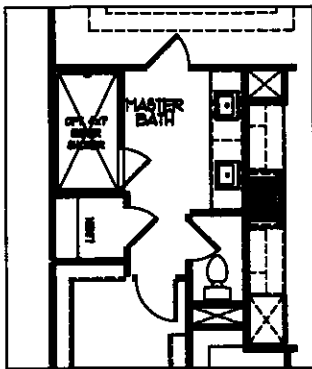


Front Elevation C

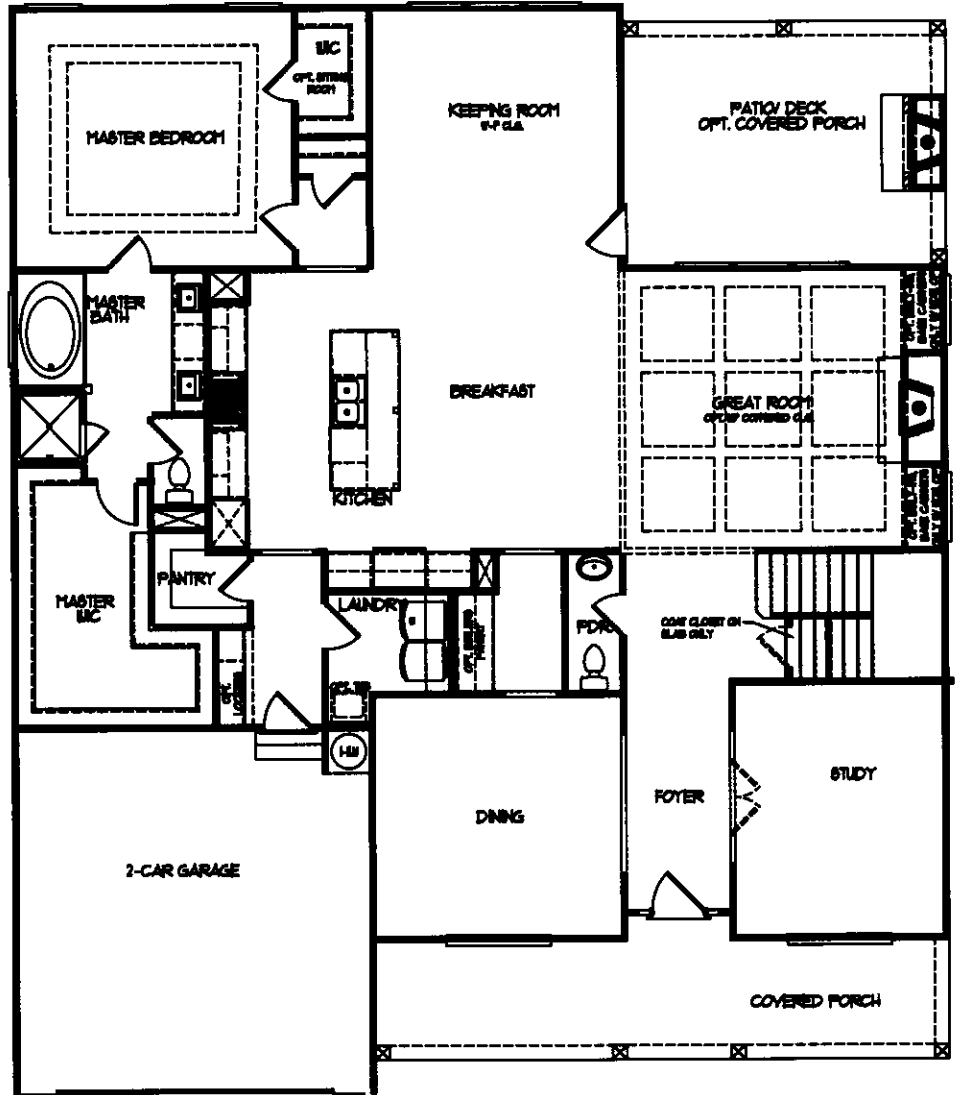
BRENTWOOD 2



**Sitting Room
Opt.**

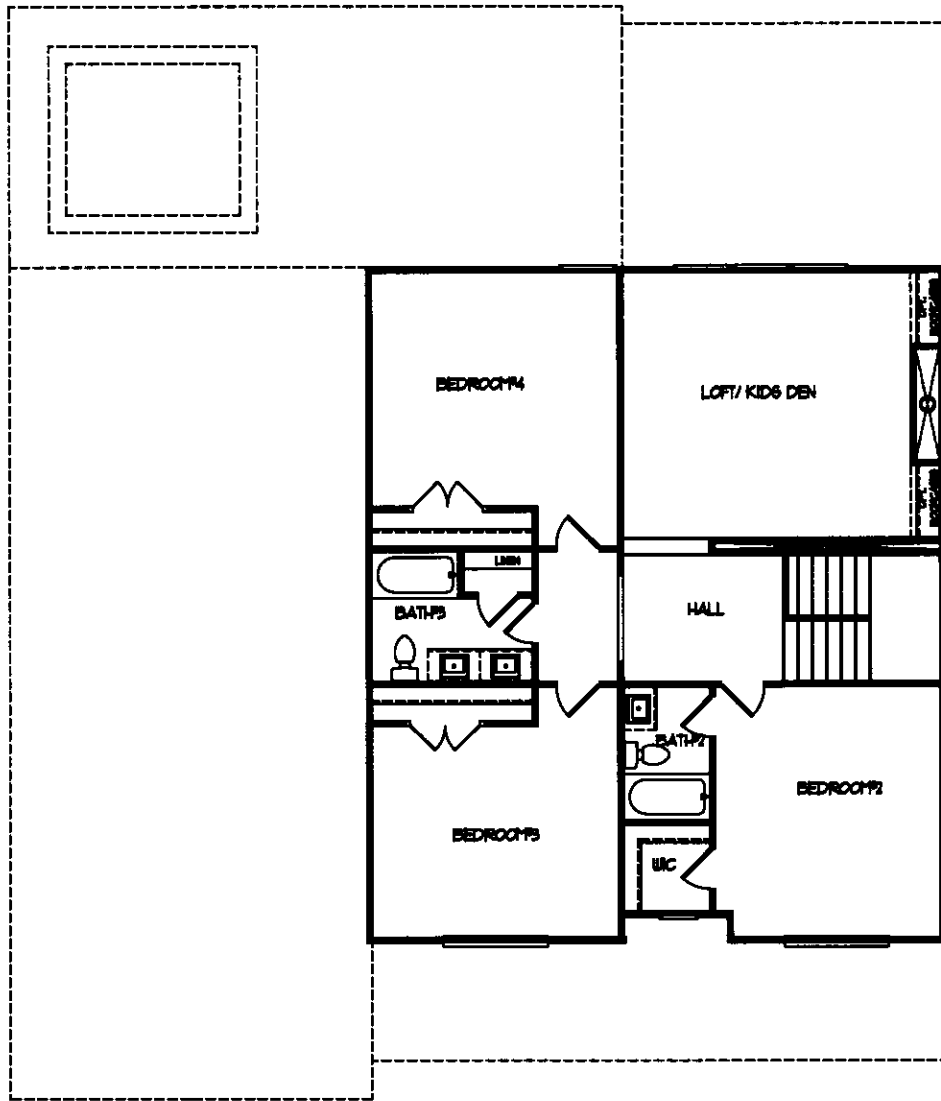


**Super
Shower Opt.**

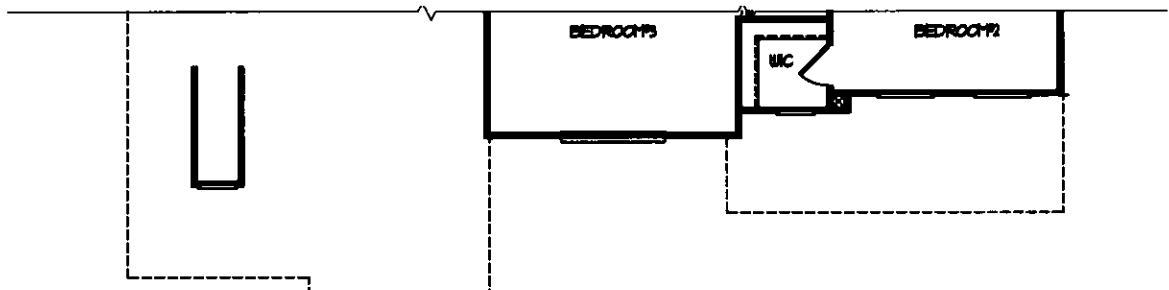


Main Level

BRENTWOOD 2



Upper Level Elevation A & B



Upper Level Elevation C

THE PRESERVE



Front Elevation A

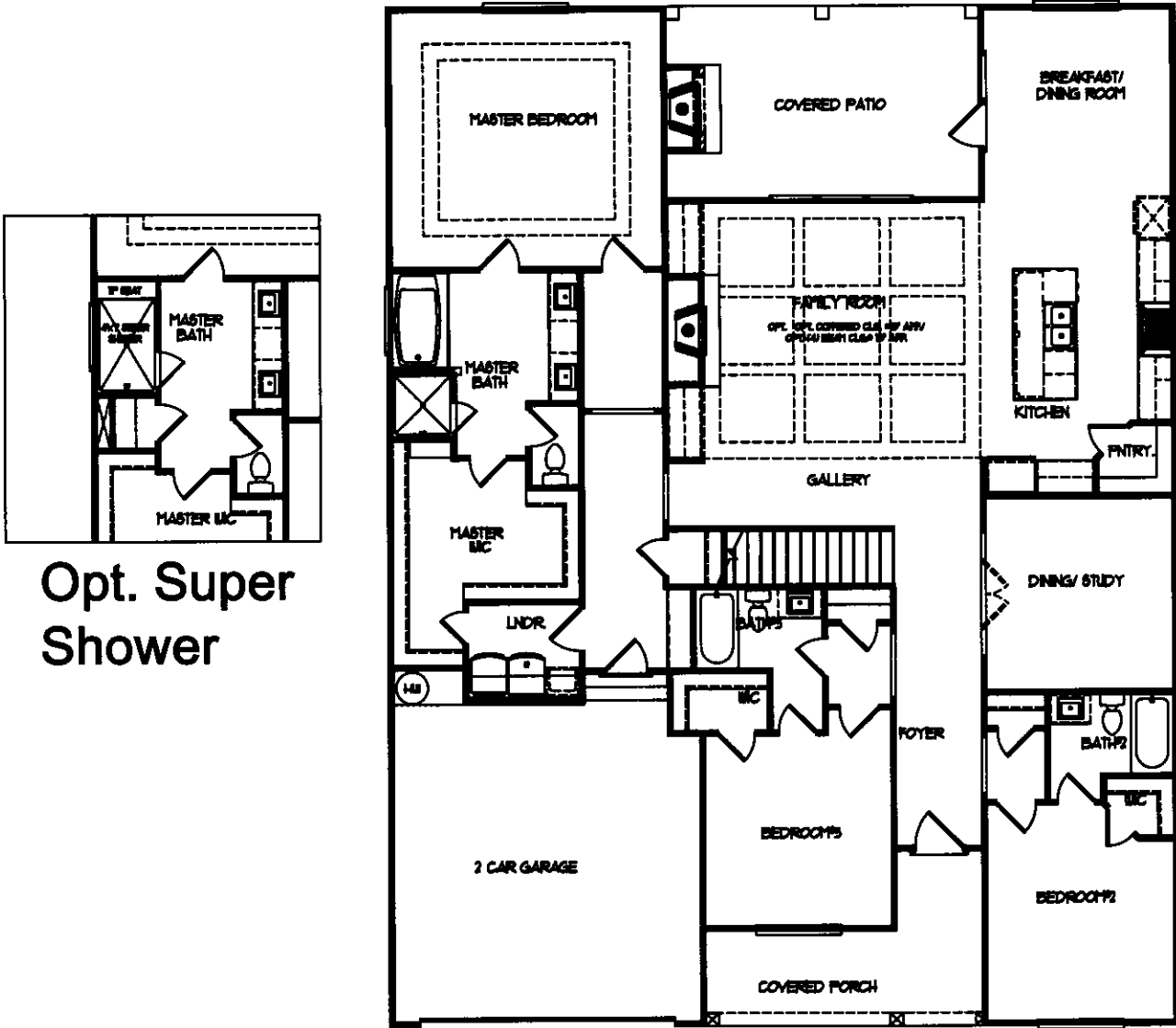


Front Elevation B



Front Elevation C

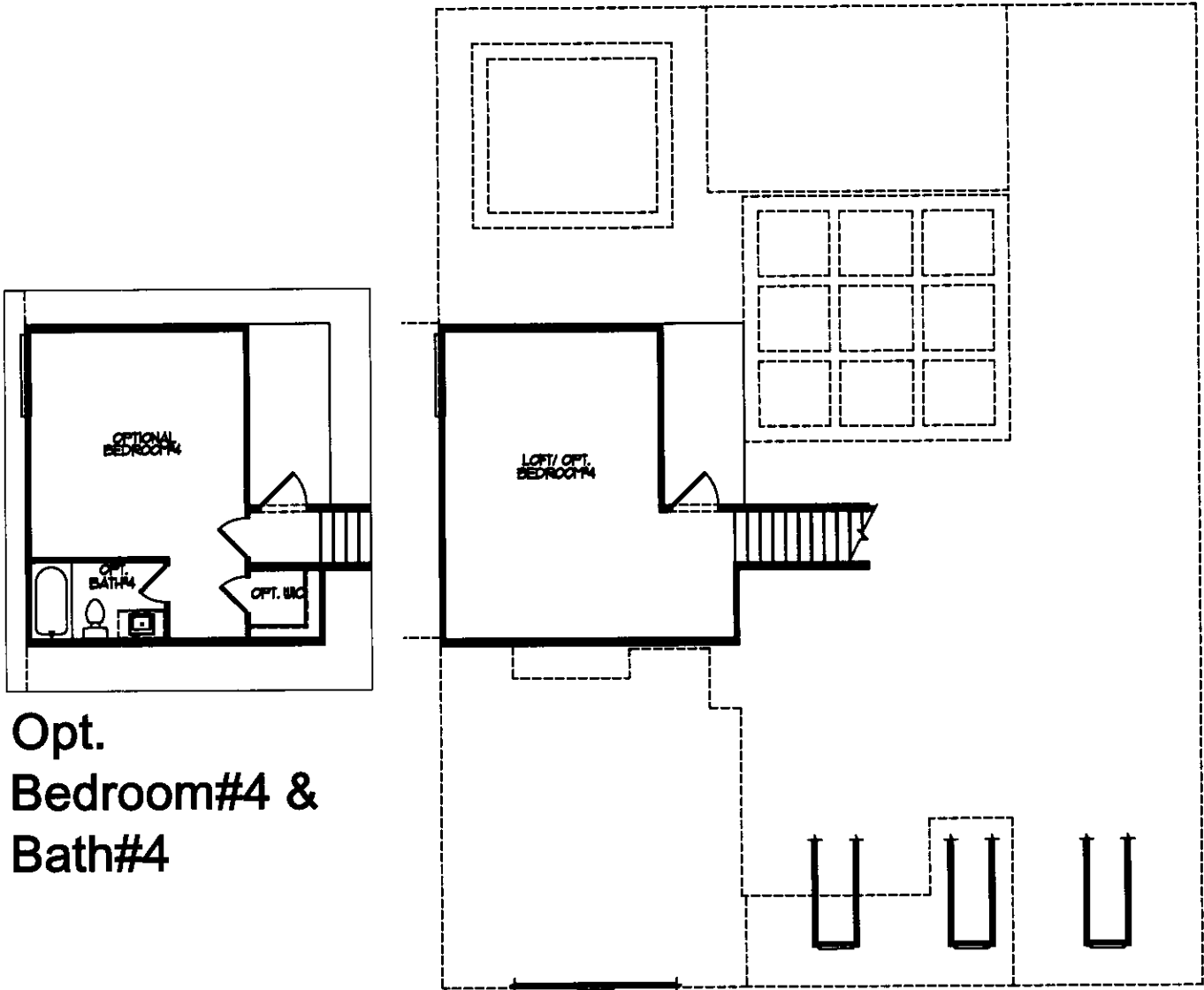
THE PRESERVE



Opt. Super Shower

Main Level

THE PRESERVE



Opt.
Bedroom#4 &
Bath#4

Upper Level

THE REMINGTON



Front Elevation A

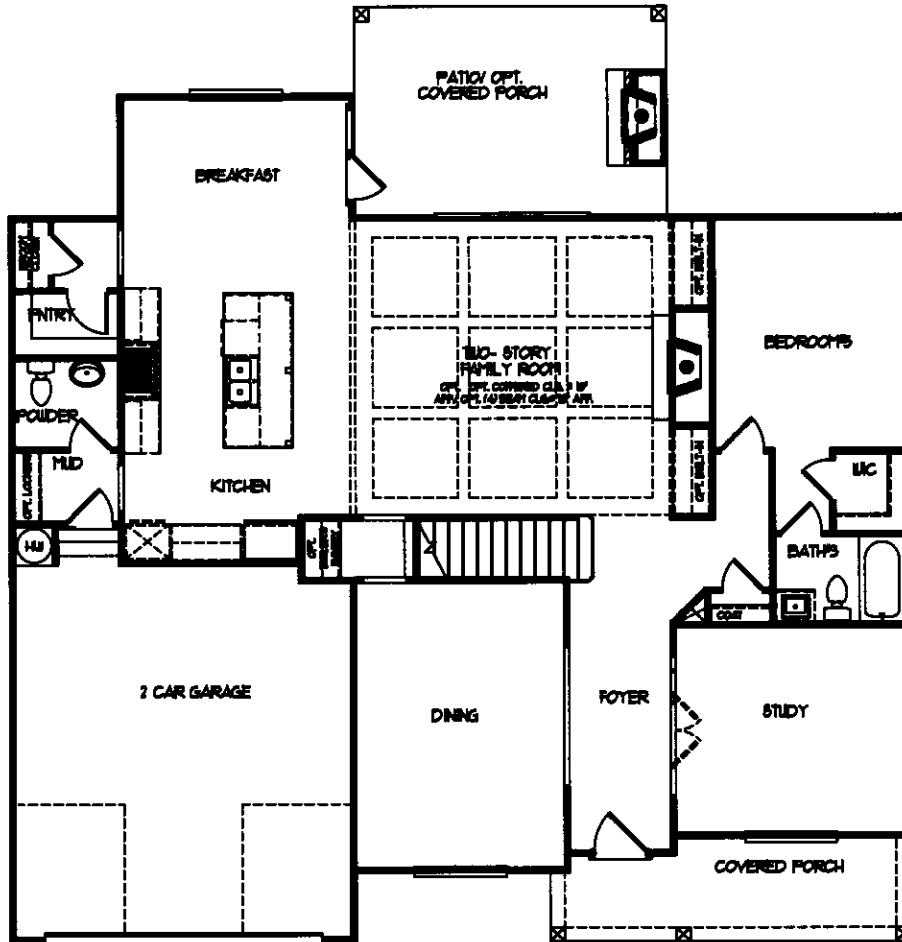


Front Elevation B



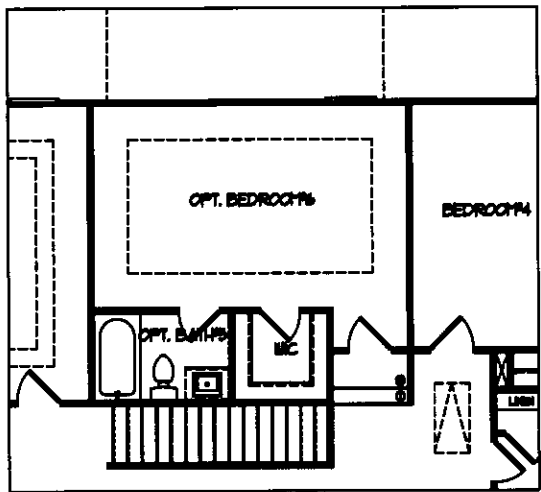
Front Elevation C

THE REMINGTON

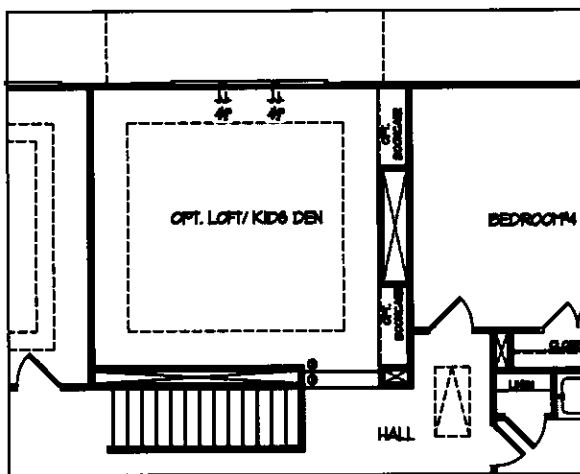


Main Level

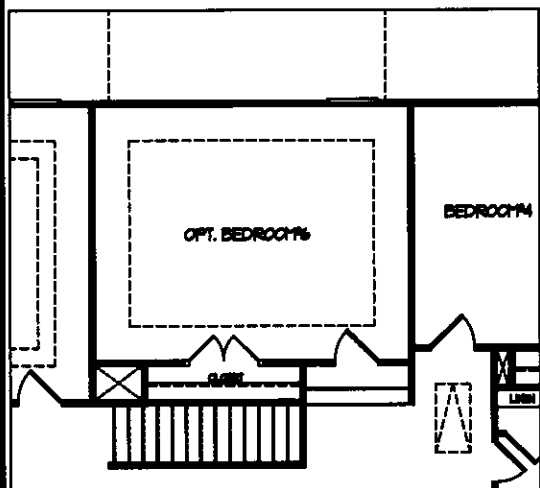
THE REMINGTON



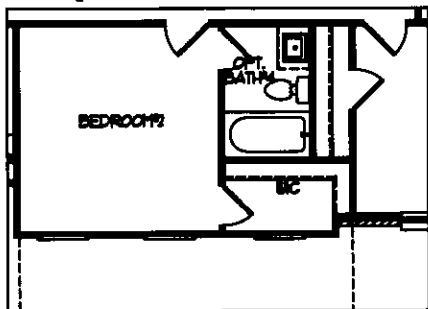
**Opt. Bedroom#6
& Bath#5**



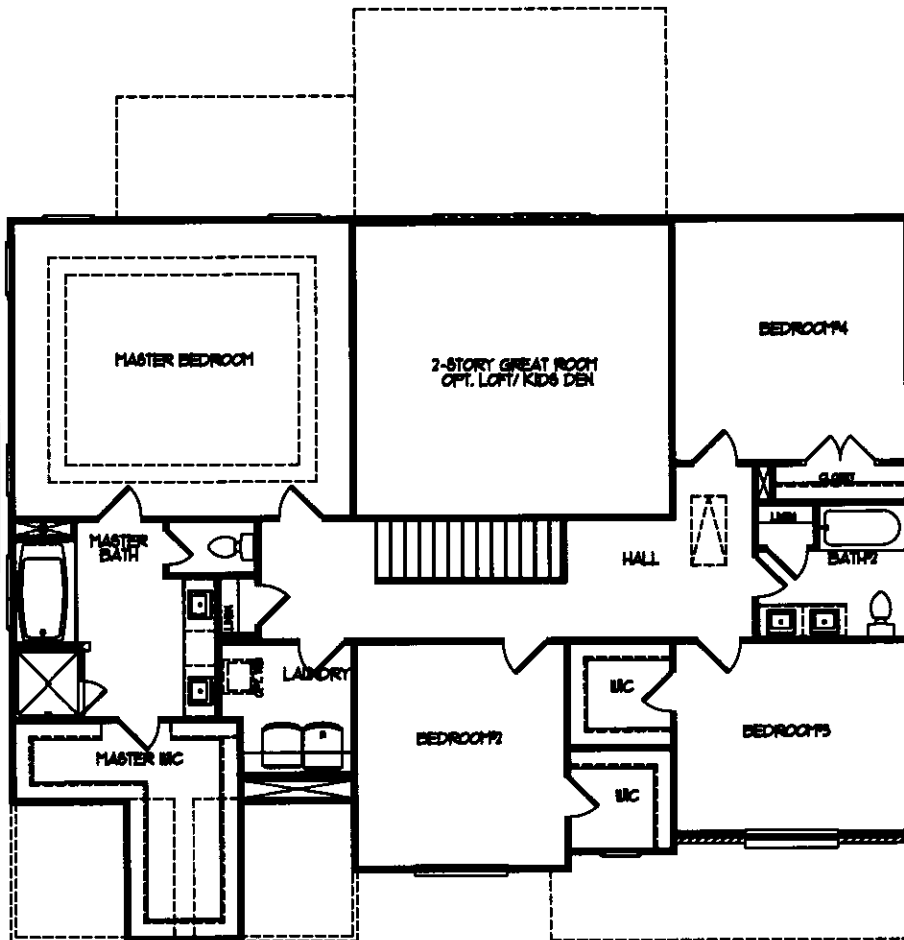
Opt. Loft/ Kids Den



Opt. Bedroom# 6

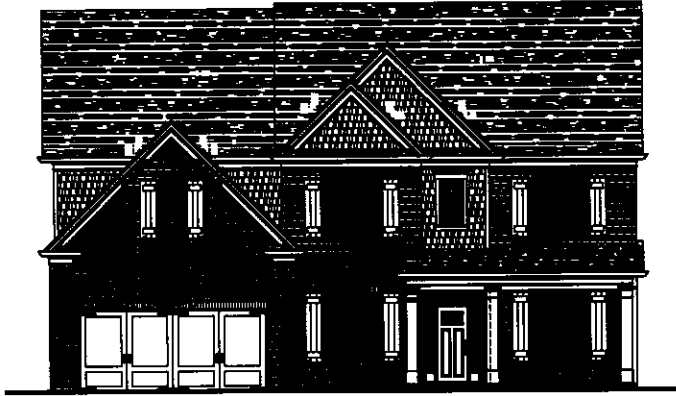


Opt. Bath#4



Upper Level

THE WESTLEIGH



Front Elevation A

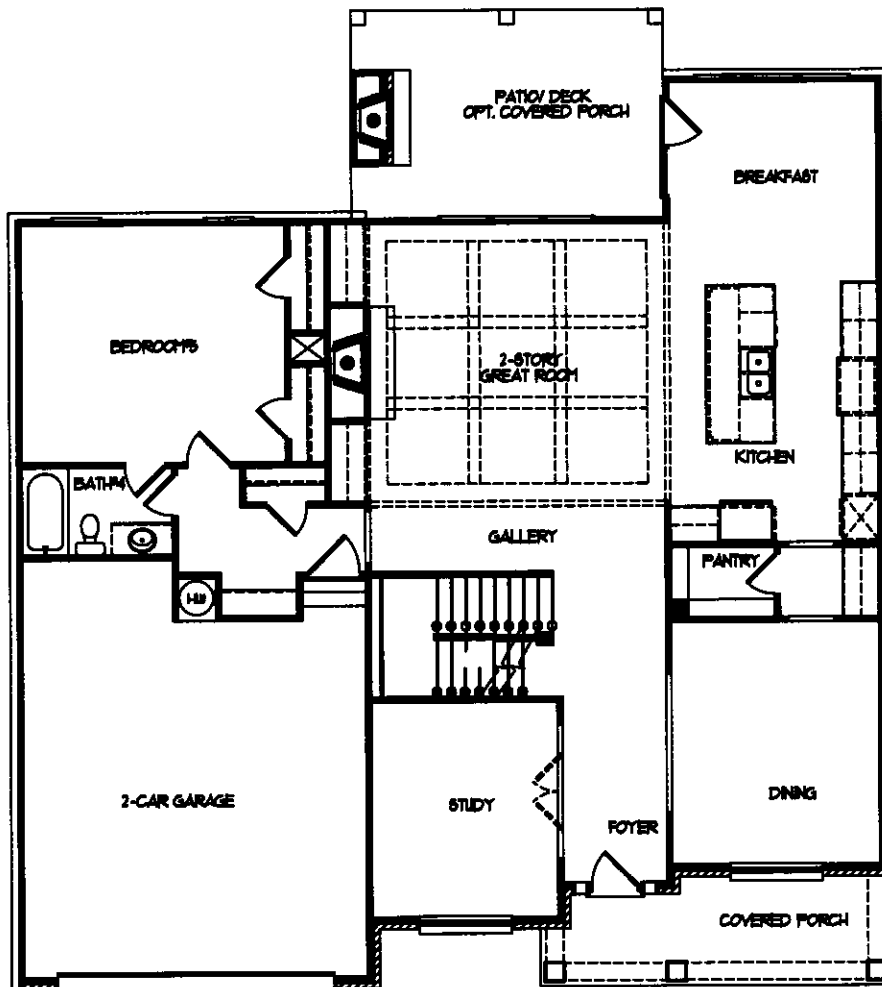


Front Elevation B



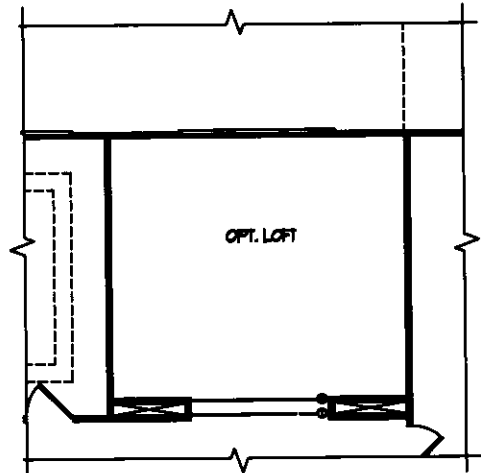
Front Elevation C

THE WESTLEIGH

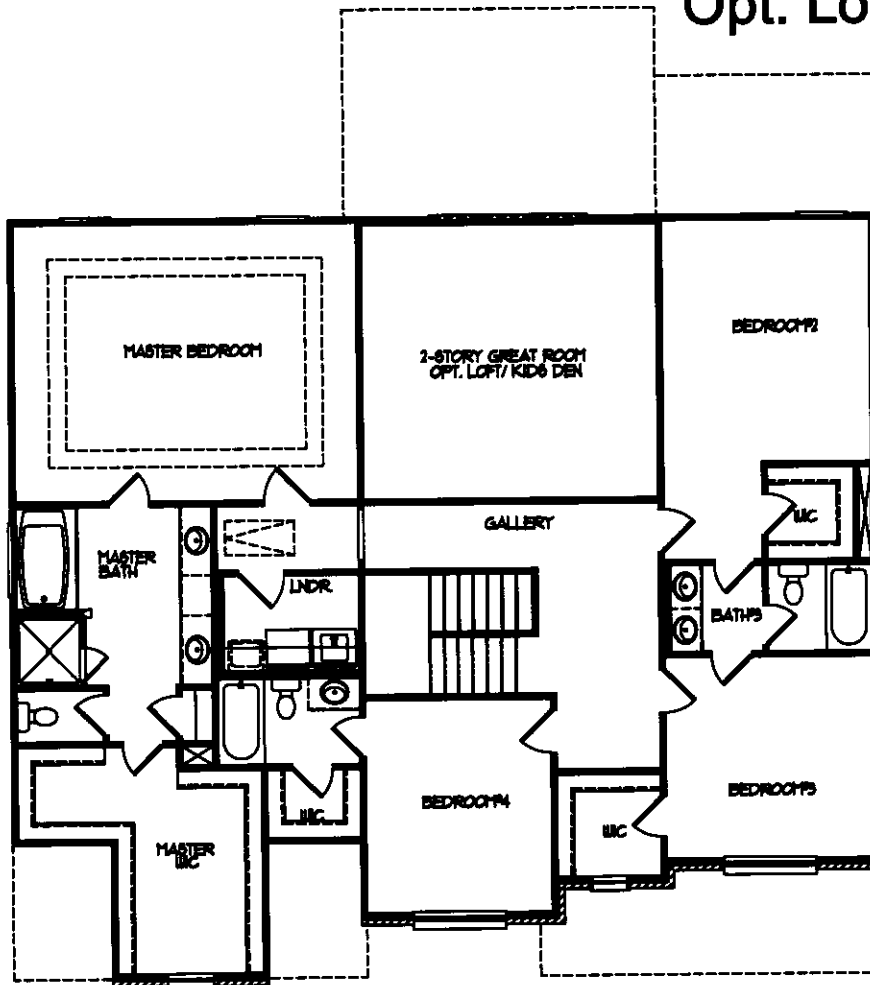


Main Level

THE WESTLEIGH



Opt. Loft/ Kids Den



Upper Level

August 6, 2024

The Walton County Board of Commissioners held a called meeting on Tuesday, August 6, 2024 at 5:45 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward and County Attorney Chip Ferguson.

Chairman Thompson called the meeting to order at 5:45 p.m.

EXECUTIVE SESSION

***Motion:** At 5:45 p.m. Commissioner Shelnett made a motion to enter into Executive Session to discuss a personnel issue. Commissioner Banks seconded the motion; voted and carried unanimously.*

***Motion:** At 6:03 p.m. Commissioner Warren made a motion to recess the Executive Session and return after the regular monthly meeting. Commissioner Shelnett seconded the motion and all voted in favor.*

At 7:03 p.m., the Board resumed the Executive Session.

***Motion:** At 7:38 p.m., Commissioner Dixon made a motion, seconded by Commissioner Adams to return to the called meeting. All voted in favor. There were no votes taken in Executive Session.*

ADJOURNMENT

***Motion:** Commissioner Dixon made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:40 p.m.*

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

August 6, 2024

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, August 6, 2024, at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Finance Director Milton Cronheim, Planning Director Charna Parker and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

PRESENTATIONS

The Board recognized the Walton County 4-H BB, Air Rifle, Shotgun and Archery Teams for their accomplishments at State and National Championships.

County Manager John Ward presented retirement plaques to Sherrie Beall and Milton Cronheim thanking them for their years of service.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:29 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Shelnett made a motion, seconded by Commissioner Dixon to adopt the agenda. All voted in favor.

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Approval with Conditions Z2405002 - Rezone 1.25 acres from A2 to B1 for indoor sports training - Applicant: Justin Pannell/Owner: Runelle G Laseter (Deceased) - Property located on Gratis Rd./Map/Parcels C1230006A00 - District 6

Recommended Conditions: Fencing, plant Leyland Cypress, all lighting be directed downward and to meet with nearby residents.

Chairman Thompson opened the public hearing on the matter. Applicant Justin Pannell spoke in favor of the rezone. He stated he had no problems with the Planning Commission recommendations and had met with the nearby residents who requested signage. There was no opposition present. Chairman Thompson closed the public hearing.

Motion: Commissioner Dixon made a motion to approve with the Planning Commission

recommendations of fencing, planting Leyland Cypress, lighting to be directed downward and signage requested by the nearby residents. Commissioner Adams seconded the motion. All voted in favor.

Approval with Conditions Z24050015 - Rezone 3.99 acres from A1 to A2 to create a buildable lot - Applicant/Owner: Joshua Thomas Parker - Property located at 1691 Dry Pond Rd./Map/Parcels C1200166 - District 5

Recommended Conditions: Only Megan Ross or her parents are eligible to apply for a permit.

Chairman Thompson opened the public hearing on the matter. The applicant was not present to speak. Larry Thompson spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to approve the rezone with no conditions. Commissioner Dixon seconded the motion; voted and carried unanimously.*

Approval of LU24050017 and Z24050018 - Land Use Change from Village Center to Hwy. Corridor and Rezone 5.13 acres from A2 to M1 for outdoor storage of commercial vehicles - Applicant: Lee St. Germain/Owner: Red Sea Transportation LLC - Property located on Hwy. 81/Map/Parcel C0510209 - District 3

Chairman Thompson opened the public hearing on the matter. Applicant Lee St. Germain spoke in favor. There was no opposition present. Chairman Thompson closed the public hearing.

Motion: *Commissioner Shelnutt made a motion, seconded by Commissioner Banks to approve the land use change and rezone. All voted in favor.*

Denial of LU24050020 and Z24050021 - Land Use Change from Rural Residential/Agriculture to Suburban and Rezone 39.82 acres from A1/R1 to R1OSC for a residential subdivision - Applicant: Adam Ewing/Owners: Jeffrey Bell and Joe Harrison - Property located on Hwy. 78/Locklin Rd./Map/Parcels C1780012X00 and 12Y00 - District 4

Planning Director Charna Parker stated that the applicant had requested that the matter be tabled to allow time to explore options with the community.

Motion: *Commissioner Bradford made a motion to approve the request to table. Commissioner Shelnutt seconded the motion; voted and carried unanimously.*

PLANNING & DEVELOPMENT

Acceptance of Right of Way for the following subdivisions: Alcovy Springs, Pinewood Estates, River Station, Woodland Hills Phase 2, The Preserve at Good Hope Phase 2, Lake Varner Landing, Stillwater Springs Phase 1, Stillwater Springs Phase 2, A. B. Martin Estates, Red Oak Ridge Phase 2, Red Oak Ridge Phase 3, and Hawks Crossing.

Motion: *Commissioner Adams made a motion to accept the right of way on the named*

subdivisions. Commissioner Warren seconded the motion; voted and carried unanimously.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of July 9, 2024 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Declaration of Surplus
- 4. Maulding & Jenkins – Engagement Letter
- 5. Acceptance of Hazard Mitigation Grant Program – Message Board Grant - EMA
- 6. Acceptance of Walton County Health Care Foundation Grant – Parks & Recreation – Gym Equipment
- 7. Contribution Agreement – Georgia Association of Conservation Districts

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

RESOLUTIONS

Finance Director Milton Cronheim presented the following Resolutions:

Resolution - Adoption of 2024 Millage Rates for Walton County

Motion: Commissioner Warren made a motion to adopt the 2024 county-wide millage rate of 10.413, and a fire district millage of 02.100. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnett, Adams and Dixon voted in favor with Commissioner Bradford opposing the motion. The motion carried 6-1.

Resolution - Adoption of 2024 Millage Rate - Walton Co. Board of Education

Motion: Commissioner Adams made a motion to adopt the 2024 Millage Rate of 16.176 for maintenance and operations and a millage rate of .790 for debt service for the Walton County Board of Education. Commissioner Shelnett seconded the motion and all voted in favor.

APPOINTMENTS

Joint Development Authority

Motion: Chairman Thompson made a motion to re-appoint Mike Owens to the Joint Development Authority. Commissioner Adams seconded the motion and all voted in favor.

Voting Delegate - ACCG Legislative Leadership Conference

Motion: Chairman Thompson made a motion, seconded by Commissioner Banks to appoint Commissioner Warren as voting delegate for the upcoming ACCG Legislative Conference. Chairman Thompson, Commissioners Banks, Shelnett, Bradford, Adams and Dixon voted in favor with Commissioner Warren recusing himself. The motion carried 6-1.

DISCUSSION

County Manager's Report/Update

County Manager John Ward introduced Gretchen Thurmond as the new Assistant Purchasing Director and gave a report and update on county matters to the Board.

EXECUTIVE SESSION

Motion: At 7:01 p.m., Commissioner Shelnett made a motion to reenter into Executive Session to continue discussion on a personnel issue. Commissioner Warren seconded the motion and all voted in favor. There were no votes taken in Executive Session.

ADJOURNMENT

Motion: Commissioner Dixon made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:01 p.m.

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners
Purchases \$25,000.00

Item 7.3.

Meeting

September 5, 2024

Department	Fund	Description	Payee	Amount
Budget Year FY 24 & FY 25				

	100	Premium for September 2024- For the Record	One America	\$ 37,506.26
	Various	Replenish Funds in Health Benefits- For the Record	Walton Co. Health Benefits Trust	\$ 500,000.00

Financial Administration

1510	100	Annual Financial & Compliance Audit- For the Record	Mauldin & Jenkins LLC	\$ 46,900.00
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Legal

1530	100	Legal Fees July- For the Record	Atkinson/Ferguson	\$ 26,277.40
1530	100	Legal Fees August- For the Record	Atkinson/Ferguson	\$ 26,308.76

IT

1535	100	Axon Evidence Cloud Storage	Axon Enterprise Inc	\$ 33,923.52
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Clerk of Superior Court

2180	100	Jury Fees- For the Record	Walton Co Clerk of Superior Court	\$ 25,000.00
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Sheriff

3300	100	Advance Search Safety Falcon	Flock Safety	\$ 135,416.80
3300	100	Advance Search Safety Falcon	Flock Safety	\$ 27,083.20
3300	100	2024 Ford F150	Loganville Ford	\$ 48,684.52
3300	100	2024 Ford Police Interceptor Utility X9	Loganville Ford	\$ 433,125.00
3300	100	Computers, Power Docking Connector	Prologic Its LLC	\$ 29,218.50

Department	Fund	Description	Payee	Amount
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Jail

	3325	100	Housed Out Inmates July	Barrow Co Board of Commissioners	\$ 59,125.00
	3325	100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$ 48,893.35
	3325	100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$ 34,768.36
	3325	100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$ 32,323.13
	3325	100	Inmate Medical-September 2024	Correct Health	\$ 184,305.01
	3325	100	Inmate Meals- July 2024	Kimble's Food By Design,INC.	\$ 74,590.85

Splost 2013

	3325.13	322	Construction Cost Public Safety Complex-For the Record	Comprehensive Program Services	\$ 60,000.00
	3325.13	322	Construction Cost Public Safety Complex-For the Record	Comprehensive Program Services	\$ 60,000.00
	3325.13	322	Temp Contruction Road-For the Record	E.R. Snell Contractor Inc	\$ 12,195.48
	3325.13	322	Mortuary Lift System and Install	Mortuary Lift Co Inc	\$ 32,260.20
	3325.13	322	Jail Access Road- For the Record	Precision Planning Inc	\$ 10,867.59
	3325.13	322	Public Safety Complex-For the Record	Precision Planning Inc	\$ 37,155.88
	3325.13	322	Public Safety Complex-For the Record	Precision Planning Inc	\$ 38,874.80

Jail Bond 2021

	3325.22	315	Engineering Services-For the Record	McCarthy Barnsley II	\$ 7,414,607.25
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Animal Control

	3910	100	2023 Dodge Durango Pursuit AWD	Ginn Chrysler Jeep Dodge LLC	\$ 42,250.00
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Emergency Management

	3920	100	F250 for EMA	Loganville Ford	\$ 51,225.00
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Public Works

Department	Fund	Description	Payee	Amount	
	4220	100	Alcovy Estates Resurfacing Asphalt	E.R. Snell Contractor Inc	\$ 54,462.00
	4220	100	Pavement Preservation Treatment	Holbrook Asphalt LLC	\$ 47,889.20
	4220	100	Pavement Preservation Treatment	Holbrook Asphalt LLC	\$ 53,333.36
	4220	100	2024 Ford F150 4X4	Loganville Ford	\$ 91,924.32
	4220	100	320 TCHC Hydraulic Excavator	Yancey Brothers	\$ 253,616.00
Traffic Engineering-Splost					
	4270.19	323	New Paved Roads Striped	Peek Pavement Markings, LLC	\$ 44,974.75
Water Treatment Facility					
	4430	504	Fiscal Agent Fees-For the Record	Regions Bank	\$ 2,330.00
Water					
	4446	507	Water and Testing -July 2024 - For the Record	Cornish Creek Water Fund	\$ 208,535.00
	4446	507	Hydrant Repairs	Georgia Hydrant Services Inc	\$ 24,000.00
	4446	507	Water Used from Ozora Road-For the Record	Gwinnett County Water Resources	\$ 3,506.89
	4446	507	Water Used from Ozora Road-For the Record	Gwinnett County Water Resources	\$ 54,356.82
	4446	507	Water Used from Rosebud Road-For the Record	Gwinnett County Water Resources	\$ 30,878.41
The Grove 2023					
	6220.23	338	Construction Phase -For the Record	Ascension Program Management LLC	\$ 7,020.00
	6220.23	338	The Grove Park Pipe, Hydrant, Valves	Consolidated Pipe & Supply Co Inc	\$ 275,075.15
	6220.23	338	Professional Engineering Services-For the Record	Matrix Engineering Group Inc	\$ 2,167.50
	6220.23	338	Professional Engineering Services-For the Record	Matrix Engineering Group Inc	\$ 9,165.00
	6220.23	338	Contruction Services for June 2024-For the Record	Reeves Young LLC	\$ 927,836.50

Department	Fund	Description	Payee	Amount
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HLC Water Treatment Facility

	504	Professional Engineering - <i>For the Record</i>	Archer Western Construction	\$ 36,910.00
	504	Water Treatment Facility Monthly Fees- <i>For the Record</i>	Atkinson Ferguson LLC	\$ 1,301.50
	504	Professional Engineering - <i>For the Record</i>	Engineering Strategies Inc	\$ 20,522.75
	504	Professional Engineering - <i>For the Record</i>	Engineering Strategies Inc	\$ 15,472.50
	504	Professional Engineering - <i>For the Record</i>	Jacob's Engineering	\$ 347,263.25
	504	HLC Management- <i>For the Record</i>	Precision Planning	\$ 24,619.52

Hard Labor Creek

4405	508	Initial Mobilization & Set-up of Traps- <i>For the Record</i>	Alan D Barton	\$ 1,800.00
4405	508	HLC O&M Fees- <i>For the Record</i>	Atkinson Ferguson LLC	\$ 490.50
4405	508	HLC O&M Fees- <i>For the Record</i>	Precision Planning Inc	\$ 1,916.80
	508	HLC Apalachee River Intake- <i>For the Record</i>	Atkinson Ferguson LLC	\$ 87.50
	508	HLC Management- <i>For the Record</i>	Precision Planning Inc	\$ 630.00

\$12,104,341.08

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **September 10th, 2024**

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

If so, When?

TOPIC: **Surplus**

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

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

*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value or if there is no value permission to discard of unusable/unsaleable items.**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Miscellaneous Surplus

Item 7.4.

Items released as County Surplus Property on the 10th of September , 2024.

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
12	IT	Hp 280 G2 Mt	
6	IT	HP 280 G1 MT	
14	IT	HP Pro Desk 400 G6	
6	IT	HP Pro Desk 600 G4	
1	IT	HP Elite Desk	
3	IT	Acer AL 1916 C	
1	IT	VS 11369	
2	IT	VA251m-LED	
2	IT	Cannon DR-C125	
3	IT	Fujitsy FI-5110C	
3	IT	VS 15453	
1	IT	VS 11422	
1	IT	Brother MFC-J65Z0DW	
1	IT	Hp Laserjet P2015D	
1	IT	Hp Laserjet Pro 400 M401DNE	
1	IT	Brother HL-L3230CDW	
2	IT	Nugen WNAP210	
1	IT	Cyberpower SL7004	
3	IT	Aec Ups 550	



STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT

This Contract is entered into between the Department of Human Services and the Contractor named below:

State Entity's Name: Department of Human Services, through Georgia Family Connection Partnership, Inc. (GaFCP) hereinafter the "Department" or "DHS"). DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.

Contractor's Name: Walton County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address: 303 South Hammond Drive Suite 333 Monroe, GA 30655-2907
Contractor's FEI #: 58-6000902	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: County Government	

Department Administrative Information

DHS Contract #: 42700-93-25-116876	Contractor
DHS (State) Financials Vendor ID #: 0000014673	CFDA #(s): N/A
NIGP Code(s): 95259	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> SON <input type="checkbox"/> Sole Source <input type="checkbox"/> Consortia Event #: N/A
<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Intergovt.	
Equip. Inv. Locator #: N/A	Multi-Year Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	Total Options to Renew: 0

Scope:

- I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
 - A. Improve family functioning, including family stability and reduce incidence of child abuse.
 - B. Improve family economic capacity, including job training and employment, housing, and community economic development.
 - C. Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.
 - D. Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

- II. The Department will provide the following in accordance with the terms and conditions of the Contract:
 - A. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance, and regional and statewide training.
 - B. Provide state level administrative and specialized assistance support for Family Connection Implementation.
 - C. Identify policy barriers and implement system changes needed to support local Family Connection Implementation.
 - D. Ensure facilitators are available to assist Family Connection collaboratives.

Contract Cost: Expense Revenue

Total Obligation: \$56,250.00 Federal: \$0.00 State: \$56,250.00 Match: \$0.00 Other: \$0.00

Contract Term:

Initial Contract Start Date: 07/01/2024 Contract Expiration Date: 06/30/2025 Contract Fiscal Year: FY2025

Authorized Person(s) to Receive Contract Notices for DHS:

Department of Human Services
Georgia Family Connection Partnership, Inc. (GaFCP)
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, GA 30303-1422
404.739.0057
lunsford@gafcp.org

Department of Human Services
Attn: Rashad Jackson
47 Trinity Avenue S.W., 2nd Floor
Atlanta, GA 30334



Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Walton County Board of Commissioners
Attn: Milton Cronheim
303 South Hammond Drive, Suite 333
Monroe, GA 30655
770.267.1964
milton.cronheim@co.walton.ga.us

Contractor’s mailing address for all contract payment checks or remittance advice (EFT only) is:

Walton County Board of Commissioners
Dept. Juvenile Justice
P.O. Box 774
Monroe, GA 30655-1930

SECTION I GENERAL CONTRACT PROVISIONS

SECTION I

CONTRACT DEFINITIONS:

The following words shall be defined as set forth below:

“**Administrative Addendum**” means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

“**Contract**” means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

“**Contractor**” means the provider(s) of the Services under the Contract.

“**Department**” or “**DHS**” means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

“**Services**” means the services and deliverables as provided in the Contract and described in the Scope of Services.

“**State**” means the State of Georgia, the Department, and its Divisions/Offices and any other authorized State entities requiring services under or having an interest in the Contract.

CONTRACT DEFINED:

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or Subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

JURISDICTION:

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

PERIOD OF CONTRACT:

This Contract is a one-year contract unless otherwise specified or terminated earlier in accordance with the applicable terms and conditions.

EXTENSION:

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.



AMENDMENTS IN WRITING:

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. No amendment, waiver, termination, or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

Any agreement of the Parties to amend, modify, eliminate or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor’s address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.
- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department’s policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department’s policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR’S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

CONFIDENTIALITY:

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual’s records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party’s employees or



subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or sub-contractor has failed to meet the confidentiality obligations or standards of this Contract.

INSPECTION OF WORK PERFORMED:

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

USE OF STATE VEHICLES:

Contractor may use State vehicles in the performance of this Contract; provided that, Contractor may not seek or obtain reimbursement from the Department for mileage when State vehicles are employed.

INDEPENDENT CONTRACTOR RELATIONSHIP:

In its relationship with the Department and the State and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the State. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

CONFLICT OF INTEREST:

- A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain State officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the County Family Connection Collaborative and the Coordinator or Executive Director respectively:
 1. Any individual named as Chair of the County Family Connection Collaborative shall not be running for office or be an elected official of any Federal, State, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
 2. Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any Federal, State, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., County Family Connection Fiscal Agent).

CONTRACT MODIFICATION/ALTERATION:

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the



Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

- A. **WITHHOLDING PAYMENTS:** If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations under this Contract, and, if Contractor fails to correct such failure within 30 Days of the date of DHS' s sending an email to the Contractor Project Manager describing such failure, or such other number of days mutually agreed to in writing by the Parties, DHS shall have the right to withhold any and all payments due hereunder. DHS may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.
- B. **REDUCTIONS IN PAYMENTS DUE:** Amounts due DHS by Contractor under this Contract, including but not limited to liquidated damages or any other damages caused by any deficiency or delay in the Services or Deliverables may be deducted or set-off by DHS from any money payable to Contractor pursuant to this Contract. If set-off such amounts within five Days of the date of DHS' s sending an email to the Contractor Project Manager describing such failure, DHS may exercise this right, and DHS shall provide Notice to Contractor of any such deduction or set-off. Or DHS may direct the Contractor to make payment directly to DHS for such amounts due. The method of collection of such amounts due is solely and strictly at DHS' s discretion.
- C. **HOLDBACK:** DHS shall retain a Holdback of 20% ("Holdback") of all amounts invoiced by Contractor as prescribed in this Contract. Upon written acceptance by DHS that all work is completed, and the end of the Warranty Period has passed, DHS will release said Holdback to Contractor for payment.
- D. **RIGHT TO ASSURANCE:** If DHS, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DHS may demand in writing that Contractor give a written assurance of intent to perform. Upon failure by Contractor to provide written assurance within the number of Days specified in the demand (in no event less than five business days), DHS may at DHS' s option, pursue termination of this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.
- E. **TERMINATION REMEDIES:** Notwithstanding anything to the contrary herein, in the event of termination of this Contract by DHS, DHS shall, in addition to its other available remedies, have the right to procure the terminated Services and Deliverables that are the subject of this Contract on the open market and Contractor shall be liable for direct damages, which may include, but shall not be limited to the cost difference between the Charges for Deliverables and Services being replaced as a result of such termination and the actual and reasonable replacement costs of substitutes for such Deliverables and/ or Services acquired from another vendor (but in no event greater than the fair market value); and if applicable, reasonable and actual administrative costs incurred by DHS in replacing the Services and Deliverables, such as costs of competitive bidding, mailing, advertising, and staff time.

TERMINATION:

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, or pursuant to section D at any time by the Department for failure of the Contractor to perform any of the provisions hereof, failure to meet performance standards, required service levels, or violation of state or federal law. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.



2. Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
3. Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
4. Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
6. An assignment is made by the Contractor for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
8. The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
10. Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

COOPERATION IN TRANSITION OF SERVICES:

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer or destruction of consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

FORCE MAJEURE:

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

ACCESS TO RECORDS AND INVESTIGATION:

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result



of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.

- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

COLLECTION OF AUDIT EXCEPTIONS:

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

DEPARTMENT APPROVAL OF SUBCONTRACTS:

The decision to subcontract for services called for in this contract requires no prior approval by the Department. However, the Department requires that any subcontract for services specifies in this contract should be written and a copy made available for review upon request by the Department. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor abides by all provisions of the contract and regulations applicable to subcontractors. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement. All subcontractors must be subject to the same training requirements as Contractors and their employees.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that Subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

CONSULTANT/STUDY CONTRACT:

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.

PUBLICITY:

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Department.



DRUG-FREE WORKPLACE:

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - 1. A drug-free workplace will be provided for the Contractor’s employees during the performance of this Contract; and
 - 2. It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: “As part of the subcontracting agreement with (Contractor’s Name), (Subcontractor’s Name), certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3”.
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1. The Contractor has made a false certification; or
 - 2. The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARTIES BOUND:

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

COOPERATION WITH OTHER CONTRACTORS:

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

CONTRACTOR ACCOUNTING REQUIREMENTS:

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the “records”) to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor’s accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

TIME OF THE ESSENCE:

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Scope of Services attached hereto and incorporated herein.

SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:

Contractor agrees that no part of State funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.



AIDS POLICY:

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

ASSIGNMENT AND MERGER:

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

FUNDING:

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the State of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

SECTION II TERMS AND CONDITIONS

SECTION II

DEPARTMENT AND CONTRACTOR AGREEMENTS:

The Department has a need for and desires the services/deliverables described in the Scope of Services. The Contractor has represented to the Department its willingness and ability to provide the services/deliverables identified in the Scope of Services. The Contractor agrees to provide the services identified in the Scope of Services.

SECTION III CONTRACT PAYMENT PROVISIONS

SECTION III

The Department will make payments to the Contractor within thirty (30) days of receipt of the required documentation that has been approved by the Department. The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Payment Provisions:

DEPARTMENT PAYMENT TO CONTRACTOR:

The total approved budget for this Contract is **\$56,250.00**. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed **\$56,250.00**.

CONTRACT BUDGET ANNEX:

- A. The budget attached to this Contract in the Annex titled Payment Provisions is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.



- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):
- | | |
|---|---|
| <input type="checkbox"/> Deduction Alternative | <input type="checkbox"/> Additional Cost Alternative |
| <input type="checkbox"/> Cost Sharing or Matching Alternative | <input checked="" type="checkbox"/> No Fee or Program Income Authorized |

BUDGET LIMITATION:

- A. The budget total may not be exceeded. However, a plus or minus deviation of **20%** within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

EXPENDITURE REPORT SUBMISSION:

The Contractor agrees to submit a quarterly expenditure report not later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract in the Annex titled Payment Provisions.

PROGRAMMATIC/PERFORMANCE AND OTHER REPORTS:

The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Reporting Requirements:

The Contractor agrees to submit a quarterly programmatic/performance statistical report not later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract in the Annex titled Reporting Requirements.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS SECTION IV

STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits regardless of whether such Contractor, staff, agents, or subcontractors are deemed state officers or employees under the Georgia Tort Claims Act or otherwise. Contractor understands that the following items specifically apply in this contract but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor’s compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:
- It is understood and agreed that the department is a “covered entity” as defined by of the HIPAA of 1996 and the Federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164. However, the Contractor represents that it will not obtain, use or disclose any protected health information from the Department in providing the service pursuant to this Contract. Thus, for the purposes of this Contract, Contractor is not a “Business Associate” of the Department within the meaning of the HIPAA of 1996 and the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder. In reliance upon such representation, the Department agrees that its standard contract provisions pertaining to HIPAA do not apply.
- B. **COMPLIANCE WITH SECURITY MANAGEMENT PROCESS:** The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor’s facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS’s electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. **COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION:** The Contractor agrees to comply in all applicable respects with the Governor’s Executive Orders concerning ethics matters, including, but



not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

- E. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance Federal agency approval. It shall be the responsibility of the Department to acquire written Federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance Federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that Federal agency approval has been granted. Department contract budget approval does not constitute previous Federal agency and/or Department approval of costs requiring advance Federal/State agency approval.
- F. The Federal cost principles for determining allowable costs for this Contract are:
2 CFR 200.416 for contracts with State and local governments.
- G. Fair Labor Standards Act of 1938, as amended.
- H. COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the Federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all Federal and State immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in the Annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.* and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:



Director, Internal Audits
DHS Office of the Inspector General
47 Trinity Avenue S.W., 2nd Floor
Atlanta, Georgia 30334
Or email to dhs.financialreviews@dhs.ga.gov

CRITICAL INCIDENT REPORTING (“CIR”):

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all Subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor’s actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 - 1. Whether or not client’s health, safety and welfare are adequately protected;
 - 2. That the response to the situation and event was reasonable and appropriate;
 - 3. That the Contractor’s procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - 4. That Contractor and/or its staff or Subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each Contractor shall post a “Notice Concerning Critical Incident Reporting.” The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor’s or the Department’s responsibilities under this Contract, except with the informed, written consent of the client or the client’s legal guardian, as required by law.

SECTION TITLES NOT CONTROLLING:

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

ENTIRE UNDERSTANDING:

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Walton County Board of Commissioners
Georgia Family Connection Partnership, Inc. (GaFCP)

SECTION V CONTRACT ANNEX INCLUSION

SECTION V

- Annex A Notice Concerning Critical Incident Reporting
- Annex B Payment Provisions
- Annex C Reporting Requirements
- Annex D Security and Immigration Compliance Affidavit
- Annex E Other Annex Documents



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Walton County Board of Commissioners
Georgia Family Connection Partnership, Inc. (GaFCP)

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Walton County Board of Commissioners

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures on the dates indicated.

I, the undersigned Commissioner of Walton County, certify that this Contract is entered in Book No. _____, Page

No. _____, of the official minutes of the Commission of Walton County.

CONTRACTOR EXECUTION:

Walton County Board of Commissioners

Name of Contractor

DocuSigned by:
David G. Thompson
F9BC0B3295F14CF...
Signature

8/26/2024

***Date signed by Contractor

David G. Thompson

*Typed name of individual signing
Chairman, Commission of Walton County

DocuSigned by:
Rhonda Hawk
9D4BA440AC4A45B...
Attestor's signature

Rhonda Hawk

Attestor's typed name

County Clerk
**Title of Attestor

8/29/2024

Date signed by Attestor

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.

DEPARTMENTAL EXECUTION:

Department of Human Services

DocuSigned by:
[Signature]
C21650222B58484...
Deputy Chief of Staff

8/29/2024

Date signed by the Department



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Walton County Board of Commissioners
Georgia Family Connection Partnership, Inc. (GaFCP)

ANNEX A

Brian P. Kemp
Governor



Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Email: DHS.Criticalincidents@dhs.ga.gov

Address: 47 Trinity Avenue S.W., 1st Floor
Atlanta, Georgia 30334



PAYMENT PROVISIONS

Quarterly Expenditure Report FY25

County: Walton	Contract #:
Fiscal Agent: Walton County Board of Commissioners	Quarter #:

Sign and date report and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

Expense Type	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ___	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	\$32,250.00				
Regular Operating	\$12,620.00				
Travel (staff)	\$2,500.00				
Equipment	\$0.00				
Per Diem, Fees & Contracts	\$8,000.00				
Telecommunications	\$880.00				
Other:	\$0.00				
TOTAL	\$56,250.00				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.

Fiscal Agent Signature

Collaborative Chairperson Signature

Print Name

Print Name

Date:

Date:

For Office Use Only:	
Date Received at Georgia Family Connection Partnership _____	Initials _____



REPORTING REQUIREMENTS

Quarterly Subcontractor Report FY25

County: Walton	Contract #:
Fiscal Agent: Walton County Board of Commissioners	Quarter #:
<ul style="list-style-type: none"> Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts. The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below. This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1). Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1). 	

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors <i>(Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)</i>			

[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]

Fiscal Agent Signature

Print Name

Date: _____

For Office Use Only:	
Date Received at	Initials
Georgia Family Connection Partnership _____	_____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Walton County Board of Commissioners
Georgia Family Connection Partnership, Inc. (GaFCP)

Quarterly Narrative Report FY25

County: Walton	Contract #:
Fiscal Agent: Walton County Board of Commissioners	Quarter #:
	Date:

Strategy Implementation
Strategy 1
Strategy 2
Strategy 3
Strategy 4
Strategy 5

Collaborative Chairperson Signature

Collaborative Coordinator Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only: Date Received at Georgia Family Connection Partnership _____ Initials _____
--

**Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED.
ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.**



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Walton County Board of Commissioners
Georgia Family Connection Partnership, Inc. (GaFCP)

Family Connection
Status Report
FY 2025 Plan of Action (if Required)

County: Walton	Contract #:
Fiscal Agent: Walton County Board of Commissioners	Quarter #:
	Date:

This is to verify that the development of the FY 2025 Plan of Action for the above referenced county has been completed as required.

Signature, Community Support Team Leader

Date

Attach this Status Report to the Quarterly Report.

For Office Use Only:	
Date Received at Family Connection Partnership	Initials

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED.
ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Walton County Board of Commissioners
Georgia Family Connection Partnership, Inc. (GaFCP)

ANNEX D

SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia Department of Human Services 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, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor 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). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47785 (This is a 4, 5, or 6 digit number, also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

7-27-2007
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Walton Co Board of Commissioners
Name of Contractor (Legal Name of Contractor, not an abbreviated version)

Family Connection
Name of Project (or Service Provided, such as "DFCS Client Services")

Department of Human Services
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 3, 5, 2024 in Macon (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

David G. Thompson
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 5 DAY OF March, 2024

[Signature]
NOTARY PUBLIC



My Commission Expires:
1/15/2025



OTHER ANNEX DOCUMENTS

Family Connection
CONTRACT COVER PAGE

FY 2025 Annual Plan
(July 01, 2024 - June 30, 2025)

County: **Walton**

Region: **Region 5**

Name of Collaborative: The Partnership for Families, Children and Youth

Coordinator or Contact Person:	Collaborative Chairperson:
Name: Dena Huff	Name: Danny Curry
Title: Executive Director	Title: Volunteer
Mailing Address: PO Box 670	Mailing Address: Retired 607 Berta Court
City: Monroe 9 digit zip: 30655-0670	City: Loganville 9 digit zip: 30052-0000
Street Address (if different): 1820 GA Hwy 11 N	Street Address (if different): 607 Berta Court
City: Monroe 9 digit zip: 30656-4665	City: Loganville 9 digit zip: 30052-0000
Phone: (770) 207-3175	Phone: 678-859-2343
Fax:	Fax: 770-818-5687
Email: dena.huff@walton.k12.ga.us	Email: dancur607@bellsouth.net

Walton County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000902

Federal Identification Number of Fiscal Agent (Required)

June 30

Fiscal Agent's Fiscal Year End Month & Day

AMOUNT OF FUNDS REQUESTED

\$56250



Family Connection
PLAN SUMMARY for FY 2025

County: Walton

I. Core Collaborative Functions

The Partnership for Families, Children and Youth collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

II. Results for Children and Families
Goal: Improved conditions for children and families in Walton County
Outcome: Decreased Youth Risky Behaviors
Indicator
9th grade students reporting perception of negative risk with alcohol consumption [HC16]
Children absent more than 15 days from school [CS1]
Students who graduate from high school on time [CS5]
Children whose parents lack secure employment [SF4]
Children with a substantiated incident of abuse and/or neglect (per 1,000) [SF3]
Crime rate, other crimes (burglaries, etc.), age 17 or older (per 1,000) [SC7b]
Families, with children, with annual incomes less than 150% of the federal poverty threshold [SC5]
Youth ATOD use [LD3]
Strategy: Walton County Partnership for Families, Children and Youth will work with the collaborative, partners and the community to implement a comprehensive strategy to decrease risky behaviors in middle and high school youth.
Outcome: Increased Family Stability
Indicator
Children whose parents lack secure employment [SF4]
Children with a substantiated incident of abuse and/or neglect (per 1,000) [SF3]
Families, with children, with annual incomes less than 150% of the federal poverty threshold [SC5]
Other [LD10] Increase access to food and support services
Other [LD10] Increased knowledge of trauma awareness
Other [LD10] Increase knowledge of homelessness
Other [LD10] Increased knowledge of homeless students

II. Results for Children and Families
Strategy: Walton County Partnership for Families, Children and Youth will work with partners to educate the collaborative and community on the impact of poverty and strengthen support for programs and services to increase family stability.



Budget Proposal FY25

County: Walton

Expense Type	Family Connection Budget Allocation	Description of Expenses	
Personal Services	\$32250	Position Title	
		Executive Director, planning, evaluation and facilitation for the Collaborative	
		Cost	
		\$32,250.00	
Regular Operating	\$12620	List of expenses	
		Office supplies including; ink cartridges, copy paper, letterhead, notebooks, file covers, envelopes, pens flipcharts and training curriculums (10,620) Registration for Conferences (2000.00)	
		Total Cost	
		\$12,620.00	
Travel	\$2500	List of expenses	
		Travel for meetings, conferences and collaborative related activities	
		Total Cost	
		\$2,500.00	
Equipment	\$0	Equipment	
		Cost	
Per Diem, Fees & Contracts	\$8000	Legal Name of Contractor	Description of Services/Deliverables
		Tishia McRae	Provides direction needed for 20-30 Walton County Teen Members who advocate for positive youth development
		Cost	
		\$8,000.00	
Tele-communications	\$880	List of expenses	
		Online Fax (280.00) Cell Phone Employee (600.00)	
		Total Cost	
		\$880.00	
Other	\$0	List of expenses	
		Total Cost	
		\$0.00	
TOTAL	\$56250		

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into between the Walton County Board of Commissioners (the "County"), a political subdivision of the State of Georgia with an office at 111 South Broad Street, Monroe, GA 30655, and Cavanaugh Macdonald Consulting, LLC (CavMac), an Actuarial Consulting firm with offices at 3550 Busbee Parkway, Suite 250, Kennesaw, GA 30144 (the "Company").

WHEREAS, the County and the Company (each, a "Party," and together, the "Parties") wish to enter into a contractual relationship whereby the County retains the Company to perform actuarial audit services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Services and Deliverables.

The Company agrees to provide the County services related to an actuarial audit of the County-retained consulting actuary's most recent valuation and to provide independent verification and analysis of the assumptions, procedures and methods utilized by the system's retained actuary.

The audit will include auditing and commenting on the reasonableness and appropriateness of the valuation methods, assumptions, certifications, and conclusions of the consulting actuary ACCG. The audit will include the following:

(A) Determination of whether the actuarial methods, considerations and analyses used by the consulting actuary (ACCG) in preparing the most recent actuarial valuation are technically sound and conform to the appropriate Standards of Practice as promulgated by the Actuarial Standards Board. This determination will include:

- 1. An in-depth review and analysis of the valuation results, including an evaluation of the data used for reasonableness and consistency as well as a review of mathematical calculations for completeness and accuracy.
- 2. Verification that all appropriate benefits have been valued and valued accurately. Verification that the data provided by the system is consistent with data used by ACCG.
- 3. Evaluation of the actuarial cost method and actuarial asset valuation method in use and whether other methods would be more appropriate for the County as a whole or for particular funds.
- 4. Verification of the reasonableness of the calculation of the unfunded actuarial accrued liability and the amortization period.
- 5. A full replication of the most recent actuarial valuation for the Defined Benefit Plan.
- 6. This determination will include a review of the demographic and economic actuarial assumptions for consistency, reasonableness, and compatibility.

(B) An opinion as to whether the consulting actuary's reports conform to appropriate Standards of Practice as promulgated by the Actuarial Standards Board and is comprehensive. Any recommendations for improvement in the report presentation should be included.

The Company shall prepare a report of initial findings to discuss with the County's staff and reconcile any material differences with the County's retained consulting actuary and the County's staff.

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The Company will then prepare and deliver a final audit report to the County. The final written report will contain an Executive Summary of the Company's findings followed by separate sections detailing its work effort and results. There will also be sections covering review exceptions, if any, and recommendations for improving the valuation process and/or reports.

Finally, if needed, the Company shall prepare and make a presentation of the audit results material to the Walton County Board of Commissioners ("Board") at a meeting date to be determined.

- 2. **Compensation and Reimbursement of Expenses.** To perform the work described in the Services and Deliverables section above, the County shall pay the Company a fixed fee of \$20,000 (\$17,500 for the replication audit and \$2,500 for the assumptions and methods review). This fee covers all the items above and the complete validation of the valuation results and the estimated impact of the key findings on the results. This fee includes one meeting with the Board to present the audit results and unlimited conference calls with staff and the County's retained consulting actuary.

The Company is responsible for the Company's own expenses and out-of-pocket costs relating to the services and travel to one Board meeting.

Additional travel expenses, other extraordinary necessary and reasonable expenses, and out-of-pocket costs may be reimbursed only with the County's express written consent, which consent is required prior to incurring the expenses. Consent related to the foregoing may be obtained via email from the County's Manager.

Upon completion of the services and deliverables referenced herein, Company shall submit an invoice to the County Manager. The County shall pay the foregoing invoice within 30 days of receipt unless it notifies the Company of a dispute as to amounts owed.

The Company will be responsible for the payment of all income tax and other taxes due because of payments received from the County pursuant to this Agreement.

- 3. **Communications**
The County shall appoint an individual to serve as the Company main contact throughout the term of this agreement. The Company shall presume, with no duty of inquiry, that all assignments given by such main contact are given with the permission of the County's Board. The Company shall presume, with no duty of inquiry, that all communications and materials provided to such main contact will be transmitted to the County's Board. The Company shall not take direction from any other individual without explicit consent of such main contact.

- 4. **Liability Insurance and General Indemnity**
The Company will indemnify, and save harmless the County, its directors, officers, employees and agents from and against any and all claims, actions, damages, liabilities, costs, and expenses arising out of the Company's gross negligence, error, or willful misconduct. As it pertains to data security, the Company will employ commercially reasonable measures in accordance with industry standards to protect against unauthorized access, use, or disclosure of the County pension plan member data held by the Company or the Company's subcontractors and will indemnify, and save harmless the County, its directors, officers, employees and agents from and against any and all claims, actions, damages, liabilities, costs, and expenses arising out of the Company's gross negligence, error, or willful misconduct. The County must notify the Company of any lawsuit, complaint, or other situation for which indemnification may be sought within six (6) months of the date the County is notified of the matter. In

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the event of disputes, both parties to this contract agree to mediate their dispute prior to initiating litigation and to waive their right to a jury trial. The Company shall maintain such insurance as will protect it from claims which may arise out of or result from its performance under the contract, whether such performance be by the Company or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

5. **Effective Date.**

This Agreement takes effect on the date this Agreement is signed by or approved in writing by authorized representatives of the County and the Company.

6. **Term.**

The term of this Agreement shall be for the necessary period to complete the Services and Deliverables described in this Agreement. Either party may terminate this Agreement at any time on 30 days' written notice to the other party. In the event of termination, no further liability or any liquidated damages for such termination shall attach to either party after all compensation and reimbursement of all properly approved expenses incurred through the thirtieth day subsequent to receipt of such notice have been paid. In the event of termination, the County shall only be required to pay the portion of the fee actually earned by Company, which shall be calculated in good faith based on the percentage of the tasks completed.

Notwithstanding the foregoing, the Company acknowledges and agrees that its obligations under Confidentiality and Non-use and Non-disclosure sections and other designated provisions of this Agreement shall survive the termination of this Agreement.

7. **Confidentiality.**

- a. "Confidential Information" means all information in whatever form (including without limitation, written, oral and electronic forms) relating to the County (including without limitation technical specifications, computer programs, portfolio holdings, contracts, data, member information, research, plans, other financial or commercial information, or intellectual property belonging to the County), including the terms of this Agreement, which is made available by the County or its Representatives to the Company after the date of this Agreement.
- b. Confidential Information does not include information which: (i) is or becomes generally available to the public (other than as a result of the Company's breach of this Agreement), either prior to or subsequent to the Company's receipt of such information, (ii) was in the Company's possession prior to the disclosure of the Confidential Information pursuant to this Agreement, except to the extent the Company obtained such information through the course of a prior engagement directly or indirectly with the County, (iii) becomes available to the Company or is independently developed by the Company without reference to information that would otherwise constitute Confidential Information, or (iv) the Company has requested waiver of the application of this Agreement to such information and the County has provided signed written consent to such waiver prior to the Company making any disclosure.
- c. The Company will not print full Social Security numbers on documents used for communication with the County or its participants. In the event that the County directs the Company to make exceptions to this policy, to the extent allowed by law, the County agrees to indemnify, defend, and hold harmless the Company for any illegal use, misuse, security breaches or identity thefts related to such information by individuals other than the Company employees.

8. **Non-use and Non-disclosure.** The Company may not disclose any of the County's Confidential Information to third-parties and may not use any of the County's Confidential Information for any purpose except as authorized by this Agreement. The Company acknowledges and agrees that the foregoing disclosure obligation shall extend beyond the term of this Agreement. It is understood that the Company may disclose any Confidential Information to its directors, officers, employees, agents, advisors, affiliates, partners, members, managers, or professional representatives, including accountants, attorneys or financing sources who need to know such information (the "Representatives"), *provided however*, that any such Representatives are subject to a similar obligation of confidentiality with respect to the Confidential Information and that the Company shall direct such Representatives to treat such information confidentially and in accordance with the provisions of this Agreement. In addition, the Company may not use the County's name, trademarks, service marks, or other designation in advertising, publicity, promotion, marketing, or other similar activity without the prior written consent of the County.
9. **Legally Compelled Disclosure.** In the event that the Company or any of its Representatives are requested by any judicial or regulatory authority to disclose any Confidential Information, the Company shall promptly notify the County of such request (unless prohibited from doing so by the terms of such judicial or regulatory order or applicable law or legal process). To the extent commercially practicable and upon the County's request, the Company will fully cooperate with the County, at the County's expense, to protect against disclosure and/or to seek an appropriate protective order. It is further agreed that, if in the absence of a protective order the Company is nonetheless compelled to disclose Confidential Information, it may disclose such information, *provided however*, that (i) unless prohibited from doing so by the terms of the judicial or regulatory order, the Company gives the County prompt written notice of the information to be disclosed, and (ii) the Company uses commercially reasonable efforts to seek assurances that confidential treatment will be accorded to any such Confidential Information so furnished.
10. **Return of Materials.** The Company agrees that upon the written request of the County, the Company will promptly redeliver to it all copies of the Confidential Information or certify to the County that it has destroyed all Confidential Information to the greatest extent practicably possible. Notwithstanding the foregoing, the Company shall have the right to retain copies (in archives or otherwise) of any Confidential Information if, and only to the extent, required for it or any of its affiliates or agents to comply with applicable regulatory or legal requirements. To the extent any such Confidential Information is not destroyed, the Company and its Representatives shall continue to treat such Confidential Information in accordance with the confidentiality obligations of this Agreement. The Company acknowledges and agrees that the foregoing confidentiality obligation shall extend beyond the term of this Agreement.
11. **Governing Law.**
This Agreement shall be governed by the laws of the State of Georgia.
12. **Notices.** All formal notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses. The parties agree that communications via email (which may be required to be secure email for confidential information) shall be deemed acceptable and binding and may satisfy writing and mailing requirements.

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<p>County Contact Information:</p> <p>John Ward (Main Contact) County Manager 111 S. Broad Street Monroe, GA 30655 john.ward@co.walton.ga.us Phone: (770) 267-1301</p>
<p>Company Contact Information:</p> <p>Edward J. Koebel, EA, MAAA, FCA Chief Executive Officer 3550 Busbee Parkway, Suite 250 Kennesaw, GA 30144 EdK@CavMacConsulting.com Phone: (770) 712-7019</p>

13. Assignment Prohibited.

This Agreement is for professional services which may not be assigned or subcontracted by either Party.

14. Representations and Warranties.

- a. The Company hereby represents and warrants (a) that it is qualified to perform the actuarial services for the County described in this Agreement and render the required actuarial opinions in accordance with applicable actuarial standards; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
- b. The Company represents and warrants that entering into this Agreement is not in violation of any other agreement that he may be subject to, including without limitation, employment agreements, non-competition agreements, or non-solicitation agreements.
- c. The Company represents and warrants that any services provided under this Agreement will be in compliance with law and will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- d. The Company represents and warrants that it has not offered or given any gift or compensation with respect to being awarded this Agreement and has no other conflict of interest of which the Company is aware in entering into this Agreement.

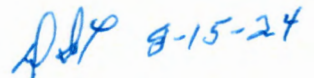
15. No Conflicts of Interest

The company represents, covenants and warrants that it has no existing relationships that involve the State of Georgia or the County, or which would compromise the Services being provided hereunder, and the Company agrees to provide the County with notice if any such conflict of interest should arise.

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16. Miscellaneous.

- a. The parties to this Agreement are independent contractors. Nothing herein will be deemed to create any other relationship whatsoever besides that of independent contractors. Neither of the Parties to this Agreement, nor their respective officers, directors, or employees will be construed to be the agent, employee, or representative of the other.
- b. The Parties agree that monetary damages may not be a sufficient remedy for any breach of this Agreement, and that in addition to monetary damages, a Party shall be entitled to all other appropriate remedies, including specific performance, injunctive or other equitable relief as may be appropriate.
- c. The prevailing party in any litigation relating to this Agreement shall be entitled to reimbursement of all court costs and litigation related expenses (including reasonable attorneys' fees) incurred in connection herewith.
- d. The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.
- e. This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. Facsimile or other electronically delivered signature pages shall be deemed acceptable and binding.
- f. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement. Any such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.
- g. Neither failure nor any delay on the part of any Party hereto to exercise any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other rights, nor shall any waiver of any rights with respect to any occurrence be construed as a waiver of such right in any other instance. Any waiver made pursuant to this Agreement shall be required to be signed and in writing from the Party granting such waiver.
- h. Any amendment to this Agreement or additional obligation assumed by either Party in connection with this Agreement or the services provided will only be binding if evidenced in writing signed by each Party.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflict of laws principles or rules. Each Party further consents to the exclusive venue of the state or federal courts located in the County of Walton, State of Georgia. The parties agree that this subsection shall extend beyond the term of this Agreement.

Handwritten signature and date: 8-15-24


IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

Walton County Board of Commissioners

By: 
David G. Thompson
Chairman

Date: 8-15-24

Cavanaugh Macdonald Consulting, LLC

By: 
Edward J. Koebel
Chief Executive Officer

Date: 08-22-2024

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> Walton County Public Safety Complex 350 Georgia Ave Monroe, Georgia 30655	CONTRACT INFORMATION: Contract For: Construction Manager Date: 03/01/2022	CHANGE ORDER INFORMATION: Change Order Number: 014 Date: 06/20/2024
OWNER: <i>(name and address)</i> Walton County Board of Commissioners 111 South Broad Street Monroe, Georgia 30655	ARCHITECT: <i>(name and address)</i> Precision Planning, Inc. 400 Pike Boulevard Lawrenceville, Georgia 30046	CONTRACTOR: <i>(name and address)</i> McCarthy Barnsley, A Joint Venture II 2727 Paces Ferry Rd SE Building 2, Suite 1600 Atlanta, Georgia 30339

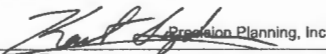
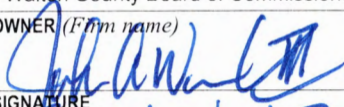
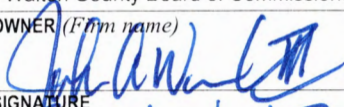
The Contract is changed as follows:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Refer to the attached PCCO #014 dated June 20th, 2024

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 857,207.00
The net change by previously authorized Change Orders	\$ 132,753,906.15
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 133,611,113.15
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 650,323.86
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 134,261,437.01
The Contract Time will be (increased) (decreased) (unchanged) by	(1) days.
The new date of Substantial Completion will be	August 12th, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Precision Planning, Inc. ARCHITECT <i>(Firm name)</i>	McCarthy Barnsley, A Joint Venture II CONTRACTOR <i>(Firm name)</i>	Walton County Board of Commissioners OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
B. Kent Snyder II, RA, NCARB PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE	John A. Ward III County Manager PRINTED NAME AND TITLE
07/19/24 DATE	 DATE	8/13/2024 DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



PCCO #014

McCarthy Building Companies Inc.
 2727 Paces Ferry Rd SE Building 2, Suite 1600
 Atlanta, Georgia 30339
 Phone: (770) 980-8183

Project: 093001.000 - Walton County Public Safety Complex
 2727 Paces Ferry Rd. SE,
 Atlanta, Georgia 30339

Prime Contract Change Order #014: PCCO 014 - June 2024

TO:	Walton County Board of Commision - Attn Donna Hawk111 South Broad St - Historic Walton Co CourtHouse Monroe, Georgia 30655	FROM:	
DATE CREATED:	6/20/2024	CREATED BY:	Miguel Matos (McCarthy Building Companies Inc)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
SCHEDULE IMPACT:	1 day		
CONTRACT FOR:	1:Walton County Public Safety Complex	TOTAL AMOUNT:	\$650,323.86
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
024	PCO 024 - CE #089 - Courthouse Card Reader Integration	0 days	\$95,676.25
028	PCO 028 - RFI #182 - Added Hose Bibbs at Housing, Jail Support, Sheriff's Admin, and Coroner/SERT Roofs	0 days	\$56,309.94
031	PCO 031 - WCPR 04 - Jail Support Kitchen Low Walls	0 days	\$12,382.82
032	PCO 032 - Lighting Controls Submittal Changes	0 days	\$11,633.26
033	PCO 033 - Roofing Upgrade at Housing and Jail Support	0 days	\$0.00
034	PCO 034 - WCPR #05 Dental Chair - Jail Support	0 days	\$14,945.67
035	PCO 035 - Vehicle Lift	0 days	\$24,022.81
036	PCO 036 - RFI #240 - Generator Panel LG	0 days	\$12,857.93
037	PCO 037 - Strom Throats and Lids Scope Inclusion	0 days	\$0.00
038	PCO 038 - CE #135 - Glass Tint Change at Sectional Door	0 days	\$1,289.12
039	PCO 039 - RFI #186 - Added Furring at Interior Walls in Sheriff's Admin	0 days	\$15,149.44
040	PCO 040 - WCPR #10 - Flagpole Lighting Change	0 days	\$7,620.87
041	PCO 041 - CE #125 - Approved as Noted Accurate Security Submittals Comments	0 days	\$26,506.51
042	PCO 042 - WCPR #11 - HVAC Coordination - Housing	0 days	\$174,605.00
043	PCO 043 - WCPR #07 - Jail Support HVAC Coordination	0 days	\$11,279.58
044	PCO 044 - CE #119 - Added Tube Steel: Submittal #05 40 00-2: Cold-Formed Metal Framing - Shop Drawing	0 days	\$0.00
046	PCO 046 - CE #149 - RFS-1 Removal from Padded Cells	0 days	(\$8,263.69)
047	PCO 047 - WCPR #08 - HVAC Coordination - Sheriff's Admin	0 days	\$170,133.00
049	PCO 049 - RFI #294 - Housing - Sick Cell Video Visitation Power/Data	0 days	\$24,175.35
050	PCO 050 - May 2024 Schedule Update	1 day	\$0.00
Total:			\$650,323.86

CHANGE ORDER LINE ITEMS:



PCCO #014

PCO # 024 : PCO 024 - CE #089 - Courthouse Card Reader Integration

#	Cost Code	Description	Type	Amount
1	11980-11980.1000.00.00 - Detention Equip SC	PSC - Genetec in lieu of Honeywell	Subcontracts	(\$25,997.91)
2	11980-11980.1000.00.00 - Detention Equip SC	Courthouse - Genetec in lieu of Honeywell	Subcontracts	\$61,413.70
3	11980-11980.1000.00.00 - Detention Equip SC	CR warranty costs - reoccurring annually	Subcontracts	\$1,444.95
4	11980-11980.1000.00.00 - Detention Equip SC	Replace 96 CR devices at Courthouse	Subcontracts	\$52,201.00
Subtotal:				\$89,061.74
Sub Guard : 1.50% Includes Cost Type (1)				1,335.93
Bond: = 0.56% Applies to All Line Items				504.42
Insurance : 1.35% Applies to All Line Items				1,227.18
Fee: 3.85% Applies to All Line Items				3,546.98
Grand Total:				\$95,676.25

PCO # 028 : PCO 028 - RFI #182 - Added Hose Bibbs at Housing, Jail Support, Sheriff's Admin, and Coroner/SERT Roofs

#	Cost Code	Description	Type	Amount
1	22000-22000.1000.00.00 - Plumbing SC		Subcontracts	\$52,417.00
Subtotal:				\$52,417.00
Sub Guard : 1.50% Includes Cost Type (1)				786.26
Bond: = 0.56% Applies to All Line Items				296.87
Insurance : 1.35% Applies to All Line Items				722.25
Fee: 3.85% Applies to All Line Items				2,087.56
Grand Total:				\$56,309.94

PCO # 031 : PCO 031 - WCPR 04 - Jail Support Kitchen Low Walls

#	Cost Code	Description	Type	Amount
1	09620-09620.1000.00.00 - Special Flooring SC	Add 6" integral resinous cove base	Subcontracts	\$1,700.00
2	26000-26000.1000.00.00 - Electrical SC		Subcontracts	\$0.00
3	09900-09900.1000.00.00 - Painting & Wallco SC	Added paint for CMU low walls	Subcontracts	\$808.69
4	09650-09650.1000.00.00 - Resilient Floor SC		Subcontracts	\$0.00
5	04200-04200.1000.00.00 - Masonry SC		Subcontracts	\$5,875.00
6	11400-11400.1000.00.00 - Food Serv Equip SC	Added SS wall cap for low wall	Subcontracts	\$3,143.66
Subtotal:				\$11,526.75
Sub Guard : 1.50% Includes Cost Type (1)				172.90
Bond: = 0.56% Applies to All Line Items				65.28
Insurance : 1.35% Applies to All Line Items				158.83
Fee: 3.85% Applies to All Line Items				459.06
Grand Total:				\$12,382.82

PCO # 032 : PCO 032 - Lighting Controls Submittal Changes

#	Cost Code	Description	Type	Amount
1	26000-26000.1000.00.00 - Electrical SC	Lighting Controls Submittal Changes	Subcontracts	\$10,829.00
Subtotal:				\$10,829.00
Sub Guard : 1.50% Includes Cost Type (1)				162.44
Bond: = 0.56% Applies to All Line Items				61.33
Insurance : 1.35% Applies to All Line Items				149.21
Fee: 3.85% Applies to All Line Items				431.28
Grand Total:				\$11,633.26



PCCO #014

PCO # 033 : PCO 033 - Roofing Upgrade at Housing and Jail Support

#	Cost Code	Description	Type	Amount
1	01900-01900.0956.00.00 - Contingency		Allowances	(\$67,210.01)
2	07500-07500.2000.00.00 - Memb Roof Coord	Roofing Subcontract	Material	\$67,210.01
Subtotal:				\$0.00
Sub Guard : 1.60% Includes Cost Type (1)				0.00
Bond: = 0.66% Applies to All Line Items				0.00
Insurance : 1.35% Applies to All Line Items				0.00
Fee: 3.85% Applies to All Line Items				0.00
Grand Total:				\$0.00

PCO # 034 : PCO 034 - WCPR #05 Dental Chair - Jail Support

#	Cost Code	Description	Type	Amount
1	22000-22000.1000.00.00 - Plumbing SC	added sanitary pipe	Subcontracts	\$8,987.00
2	26000-26000.1000.00.00 - Electrical SC	added power to dental chair, x-ray	Subcontracts	\$0.00
3	10000-10000.1000.00.00 - McC Gen Wrks SC	added window frame	Subcontracts	\$542.19
4	03000-03000.1000.00.00 - Concrete SC	added concrete pad	Subcontracts	\$1,942.71
5	11980-11980.1000.00.00 - Detention Equip SC	added security glass	Subcontracts	\$600.00
6	23000-23000.1000.00.00 - HVAC SC	Added VAV and 284SF duct	Subcontracts	\$5,619.08
7	06400-06400.0000.00.00 - Arch Woodwork	Millwork credit	Sub Plug	(\$3,835.25)
Subtotal:				\$13,855.73
Sub Guard : 1.60% Includes Cost Type (1)				265.36
Bond: = 0.66% Applies to All Line Items				78.80
Insurance : 1.35% Applies to All Line Items				191.70
Fee: 3.85% Applies to All Line Items				554.08
Grand Total:				\$14,945.67

PCO # 035 : PCO 035 - Vehicle Lift

#	Cost Code	Description	Type	Amount
1	10000-10000.1000.00.00 - McC Gen Wrks SC	Furnish and install vehicle lift	Subcontracts	\$27,288.12
2	11000-11000.0000.00.00 - Vehicle Lift		Sub Plug	(\$5,000.00)
Subtotal:				\$22,288.12
Sub Guard : 1.60% Includes Cost Type (1)				409.32
Bond: = 0.66% Applies to All Line Items				126.65
Insurance : 1.35% Applies to All Line Items				308.13
Fee: 3.85% Applies to All Line Items				890.59
Grand Total:				\$24,022.81

PCO # 036 : PCO 036 - RFI #240 - Generator Panel LG

#	Cost Code	Description	Type	Amount
1	26000-26000.1000.00.00 - Electrical SC	Added transformer, disconnect, and breaker for T-LG	Subcontracts	\$11,969.00
Subtotal:				\$11,969.00
Sub Guard : 1.60% Includes Cost Type (1)				179.54
Bond: = 0.66% Applies to All Line Items				67.79
Insurance : 1.35% Applies to All Line Items				164.92
Fee: 3.85% Applies to All Line Items				476.68
Grand Total:				\$12,867.93



PCCO #014

PCO # 037 : PCO 037 - Strom Throats and Lids Scope Inclusion

#	Cost Code	Description	Type	Amount
1	03000-03000.1000.00.00 - Concrete SC		Subcontracts	\$126,338.94
2	01900-01900.0956.00.00 - Contingency		Allowances	(\$128,234.02)
Subtotal:				(\$1,895.08)
Sub Guard : 1.60% Includes Cost Type (1)				1,895.08
Bond: = 0.66% Applies to All Line Items				0.00
Insurance : 1.35% Applies to All Line Items				0.00
Fee: 3.85% Applies to All Line Items				0.00
Grand Total:				\$0.00

PCO # 038 : PCO 038 - CE #135 - Glass Tint Change at Sectional Door

#	Cost Code	Description	Type	Amount
1	08330-08330.1000.00.00 - OH, Coiling Drs SC	Change from non-tinted to tinted glass at sectional door	Subcontracts	\$1,200.00
Subtotal:				\$1,200.00
Sub Guard : 1.60% Includes Cost Type (1)				18.00
Bond: = 0.66% Applies to All Line Items				6.80
Insurance : 1.35% Applies to All Line Items				16.53
Fee: 3.85% Applies to All Line Items				47.79
Grand Total:				\$1,289.12

PCO # 039 : PCO 039 - RFI #186 - Added Furring at Interior Walls in Sheriff's Admin

#	Cost Code	Description	Type	Amount
1	09220-09220.1000.00.00 - Drywall SC	Per RFI #186 there was added Furring in stair 111, supervisor 175, stair 162, exec. assistant 216, sheriff 208, toilet 207, chief deputy 206, and commander 204.	Subcontracts	\$14,223.79
2	09900-09900.1000.00.00 - Painting & Wallco SC	credit from CMU walls to gyp	Subcontracts	(\$121.69)
3	26000-26000.1000.00.00 - Electrical SC		Subcontracts	\$0.00
Subtotal:				\$14,102.10
Sub Guard : 1.60% Includes Cost Type (1)				211.53
Bond: = 0.66% Applies to All Line Items				79.87
Insurance : 1.35% Applies to All Line Items				194.31
Fee: 3.85% Applies to All Line Items				561.63
Grand Total:				\$15,149.44

PCO # 040 : PCO 040 - WCPR #10 - Flaggpole Lighting Change

#	Cost Code	Description	Type	Amount
1	26000-26000.1000.00.00 - Electrical SC	New Flaggpole lights per WCPR 10	Subcontracts	\$7,094.00
Subtotal:				\$7,094.00
Sub Guard : 1.60% Includes Cost Type (1)				106.41
Bond: = 0.66% Applies to All Line Items				40.18
Insurance : 1.35% Applies to All Line Items				97.75
Fee: 3.85% Applies to All Line Items				282.53
Grand Total:				\$7,620.87



PCCO #014

PCO # 041 : PCO 041 - CE #125 - Approved as Noted Accurate Security Submittals Comments

#	Cost Code	Description	Type	Amount
1	11980-11980.1000.00.00 - Detention Equip SC	Accurate AAN submittals	Subcontracts	\$24,674.00
Subtotal:				\$24,674.00
Sub Guard : 1.50% Includes Cost Type (1)				370.11
Bond: = 0.56% Applies to All Line Items				139.75
Insurance : 1.35% Applies to All Line Items				339.98
Fee: 3.85% Applies to All Line Items				982.67
Grand Total:				\$28,506.61

PCO # 042 : PCO 042 - WCPR #11 - HVAC Coordination - Housing

#	Cost Code	Description	Type	Amount
1	23000-23000.1000.00.00 - HVAC SC	WCPR 11 & RFI #178	Subcontracts	\$82,090.78
2	26000-26000.1000.00.00 - Electrical SC	RFI #178 - Added Ceilings	Subcontracts	\$0.00
3	09900-09900.1000.00.00 - Painting & Wallco SC	RFI #178 - Added Ceilings	Subcontracts	(\$6,658.33)
4	09220-09220.1000.00.00 - Drywall SC	RFI #178 - Added Ceilings	Subcontracts	\$66,777.37
5	22000-22000.1000.00.00 - Plumbing SC	RFI #178 - Added Ceilings	Subcontracts	\$0.00
6	21000-21000.2000.00.00 - Fire Protect Coord	RFI #178 - Added Ceilings	Subcontracts	\$20,324.00
Subtotal:				\$162,533.82
Sub Guard : 1.50% Includes Cost Type (1)				2,438.01
Bond: = 0.56% Applies to All Line Items				920.54
Insurance : 1.35% Applies to All Line Items				2,239.55
Fee: 3.85% Applies to All Line Items				6,473.08
Grand Total:				\$174,606.00

PCO # 043 : PCO 043 - WCPR #07 - Jail Support HVAC Coordination

#	Cost Code	Description	Type	Amount
1	23000-23000.1000.00.00 - HVAC SC	JS HVAC Coordination changes	Subcontracts	\$10,499.77
Subtotal:				\$10,499.77
Sub Guard : 1.50% Includes Cost Type (1)				157.50
Bond: = 0.56% Applies to All Line Items				59.47
Insurance : 1.35% Applies to All Line Items				144.68
Fee: 3.85% Applies to All Line Items				418.16
Grand Total:				\$11,279.58

PCO # 044 : PCO 044 - CE #119 - Added Tube Steel: Submittal #05 40 00-2: Cold-Formed Metal Framing - Shop Drawing

#	Cost Code	Description	Type	Amount
1	05100-05100.1000.00.00 - Struct Steel SC	Added tube steel under window sills	Subcontracts	\$14,341.00
2	01900-01900.0956.00.00 - Contingency		Allowances	(\$16,125.89)
3	09220-09220.1000.00.00 - Drywall SC	add wood blocking	Subcontracts	\$1,546.58
Subtotal:				(\$238.31)
Sub Guard : 1.50% Includes Cost Type (1)				238.31
Bond: = 0.56% Applies to All Line Items				0.00
Insurance : 1.35% Applies to All Line Items				0.00
Fee: 3.85% Applies to All Line Items				0.00
Grand Total:				\$0.00



McCarthy + Behm, LLC A Joint Venture

PCCO #014

PCO # 046 : PCO 046 - CE #149 - RFS-1 Removal from Padded Cells

#	Cost Code	Description	Type	Amount
1	09620-09620.1000.00.00 - Special Flooring SC	RFS-1 removal from 6 Padded Cells	Subcontracts	(\$5,489.00)
2	09900-09900.1000.00.00 - Painting & Wallco SC	removal of EPT-1 epoxy painted walls in 6 Padded cells	Subcontracts	(\$2,203.38)
Subtotal:				(\$7,692.38)
Sub Guard : 1.50% Includes Cost Type (1)				(115.39)
Bond: = 0.56% Applies to All Line Items				(43.57)
Insurance : 1.35% Applies to All Line Items				(105.99)
Fee: 3.85% Applies to All Line Items				(306.36)
Grand Total:				(\$8,263.69)

PCO # 047 : PCO 047 - WCPR #08 - HVAC Coordination - Sheriff's Admin

#	Cost Code	Description	Type	Amount
1	23000-23000.1000.00.00 - HVAC SC	Added changes to Sheriff's Admin HVAC systems	Subcontracts	\$123,935.99
2	26000-26000.1000.00.00 - Electrical SC	Power to added fans	Subcontracts	\$5,292.00
3	05100-05100.1000.00.00 - Struct Steel SC	Support for added fans	Subcontracts	\$29,143.00
Subtotal:				\$158,370.99
Sub Guard : 1.50% Includes Cost Type (1)				2,375.56
Bond: = 0.56% Applies to All Line Items				896.97
Insurance : 1.35% Applies to All Line Items				2,182.19
Fee: 3.85% Applies to All Line Items				6,307.29
Grand Total:				\$170,133.00

PCO # 049 : PCO 049 - RFI #294 - Housing - Sick Cell Video Visitation Power/Data

#	Cost Code	Description	Type	Amount
1	26000-26000.1000.00.00 - Electrical SC		Subcontracts	\$22,504.00
Subtotal:				\$22,504.00
Sub Guard : 1.50% Includes Cost Type (1)				337.56
Bond: = 0.56% Applies to All Line Items				127.46
Insurance : 1.35% Applies to All Line Items				310.08
Fee: 3.85% Applies to All Line Items				896.25
Grand Total:				\$24,175.35

PCO # 050 : PCO 050 - May 2024 Schedule Update

#	Cost Code	Description	Type	Amount
1				\$0.00
Subtotal:				\$0.00
Sub Guard : 1.50% Includes Cost Type (1)				0.00
Bond: = 0.56% Applies to All Line Items				0.00
Insurance : 1.35% Applies to All Line Items				0.00
Fee: 3.85% Applies to All Line Items				0.00
Grand Total:				\$0.00

The original (Contract Sum)	\$857,207.00
Net change by previously authorized Change Orders	\$132,753,906.15
The contract sum prior to this Change Order was	\$133,611,113.15
The contract sum would be changed by this Change Order in the amount of	\$650,323.86
The new contract sum including this Change Order will be	\$134,261,437.01
The contract time will be increased by this Change Order by 1 day.	



PCCO #014

Walton County Public Safety Complex Allowance Log
6/20/2024



Cat. No.	Cat. Name	Allowance No.	Original Value	Current Value	CO# 012 Security Card Reader / Door									CO#14 Roofing		
					CO# 005 Earthwork Unsuitable Soils	CO# 008 Sani Sewer Manholes at B1-B7	CO# 006 Detention Glass	CO# 006 Food Service Equipment	CO# 009 12/18 100% Conform Set	CO# 012 Detention Pond Fall	CO# 012 Frame Hardware Updates	CO# 012 Plumbing Rework @ Steel Cells	CO# 013 WCPR 05 - Courthouse Drive	CO#14 Roofing Enhancement at Housing and Support	CO#14 Storm Throats and Lids Scope Inclusion	CO#14 Added Tube steel Admin Windows
03000.2000.00.00	Foundation Over Excavation	1	\$ 75,000.00	\$ -					\$ 75,000.00							
31000.2000.00.00	Building Pad & Paving Over Excavation	2	\$ 95,000.00	\$ 12,750.00	\$ 12,250.00											
31000.3000.00.00	Rock Excavation	3	\$ 25,000.00	\$ -		\$ 18,925.84			\$ 6,074.16							
31000.4000.00.00	Detention Pond De-Mucking	4	\$ 20,000.00	\$ 20,000.00												
01900.0956.00.00	Contingency	5	\$ 1,945,861.64	\$ 1,945,861.64			\$ 256,577.00	\$ 216,914.00	\$ 252,104.84	\$ 35,311.67	\$ 105,248.00	\$ 14,719.00	\$ 326,597.93	\$ 67,201.01	\$ 128,234.02	\$ 16,125.89
SUBTOTALS			\$ 3,549,855.00	\$ 1,978,811.64	\$ 12,250.00	\$ 18,925.84	\$ 256,577.00	\$ 216,914.00	\$ 333,179.00	\$ 35,311.67	\$ 105,248.00	\$ 14,719.00	\$ 326,597.93	\$ 67,201.01	\$ 128,234.02	\$ 16,125.89



August 6, 2024

Walton County, GA
The Grove, a Walton County Parks & Recreation Facility

Attn: John Ward, County Manager
Jeff Prine, Capital Project Manager – Ascension Program Management

Change Proposal #1 – Musco Lighting Credit

The below change proposal is for the credit to Walton County by Musco lighting, reverting to the original athletic lighting design and specs regarding pole heights in lieu of previously submitted Musco design. Please see below for further information.

Description	Qty	Unit	Unit Price	Total
Deduct to Original Athletic Lighting Design	1	LS	(\$66,000.00)	(\$66,000.00)
Total Credit				(\$66,000.00)

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at iarnold@reevesyoung.com.

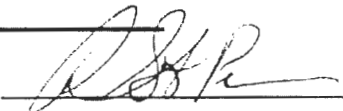
Sincerely,
Reeves Young, LLC

Isaiah Arnold

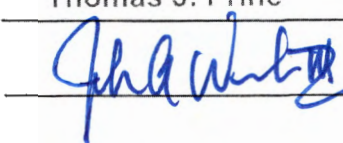
Project Manager

45 Peachtree Industrial Blvd, Suite 200 770.271.1159
Sugar Hill, GA 30518 reevesyoung.com

Approval

Lose Design (Architect of Record) Signature:  Date: 8/9/2024

Ascension PM (Capital Project Manager) Signature: Thomas J. Prine Date: 08.12.2024

Walton County Signature:  Date: 8/13/2024



August 5, 2024

Walton County, GA
The Grove, a Walton County Parks & Recreation Facility

Attn: John Ward, County Manager
Jeff Prine, Capital Project Manager – Ascension Program Management

Change Proposal #2 – VE PEMB Not Utilized

The change proposal below is for the contractually accepted VE items S1-S3 for utilizing PEMB structure in lieu of designed structure at buildings E, F, and L that was not implemented. The cost associated with this change proposal is to revert the credited amount within the base contract VE log for items S1-S3.

Description	Qty	Unit	Unit Price	Total
S1 – Utilize a PEMB at Building E in lieu of Designed Structure	1	LS	\$10,486.00	\$10,486.00
S2 – Utilize a PEMB at Building F in lieu of Designed Structure	1	LS	\$81,451.00	\$81,451.00
S3 – Utilize a PEMB at Building L in lieu of Designed Structure	1	LS	\$213,060.00	\$213,060.00
TOTAL				\$304,997.00

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at iarnold@reevesyoung.com.

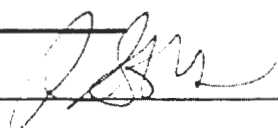
Sincerely,
Reeves Young, LLC

Isaiah Arnold

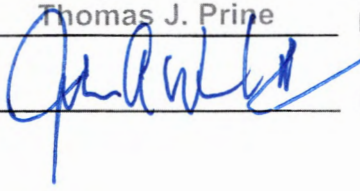
Project Manager

45 Peachtree Industrial Blvd, Suite 200
Sugar Hill, GA 30518
770.271.1159
reevesyoung.com

Approval

Lose Design (Architect of Record) Signature:  Date: 8/9/2024

Ascension PM (Capital Project Manager) Signature: Thomas J. Prine Date: 08.12.2024

Walton County Signature:  Date: 8/13/2024

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE BETWEEN PICKLEBALL COURTS PROJECT, AND TO AMEND THE FISCAL YEAR 2025 BUDGET

WHEREAS, on November 6, 2018, the Walton County, Georgia SPLOST 2019 (“SPLOST IV”) was approved by voter referendum; and

WHEREAS, 911 radio communication project, transportation projects, parks and recreation projects, construction of new fire station and fire station improvements, building projects, water and sewer system improvements, and vehicle and major equipment acquisition are designated SPLOST IV projects; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2025 on June 4, 2024; and

WHEREAS, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2025.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budget for the Between Pickleball Project which is attached hereto as a schedule and incorporated herein by reference, are adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2025 be amended to incorporate fiscal year 2025 for the Between Pickleball Project.

SO RESOLVED THIS 10th DAY OF September, 2024:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

**BETWEEN PICKLEBALL COURTS
PROJECT BUDGET**

DATE: August 28, 2024
 PROJECT: Between Pickleball Courts
 FUNDING: 6220.19

Description	Unit Meas.	Unit Price	Unit Cost	Totals
Concrete Pickleball slabs				\$185,000
Concrete Parking and dumpster pad				\$93,250
Court Surfacing and equipment				\$60,000
Fencing				\$54,000
Shade Structures				\$15,000
Total New Construction Cost: (TNC)				\$407,250
Site Development/Improvements Costs				
Utility and Lighting				\$22,000
Site work by Public Works				\$20,000
Total Site Dev. Costs: (TSD)				\$42,000
Total New Construction / Total Site Dev. Costs:				\$449,250
Professional/Technical Cost				
Professional Design Fee		(TNC)		\$16,975
Total Professional/Technical Cost				\$16,975
Subtotal				\$466,255
Project Contingency	5%			\$23,311
TOTAL PROJECT BUDGET				\$489,536

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE DEEP PATCHING AND RESURFACING PROJECT, AND TO AMEND THE FISCAL YEAR 2025 BUDGET

WHEREAS, on November 6, 2018, the Walton County, Georgia SPLOST 2019 (“SPLOST IV”) was approved by voter referendum; and

WHEREAS, 911 radio communication project, transportation projects, parks and recreation projects, construction of new fire station and fire station improvements, building projects, water and sewer system improvements, and vehicle and major equipment acquisition are designated SPLOST IV projects; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2025 on June 4, 2024; and

WHEREAS, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2025.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budgets for the Deep Patching and Resurfacing Project which is attached hereto as a schedule and incorporated herein by reference, are adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2025 be amended to incorporate fiscal year 2024 for the Deep Patching and Resurfacing Project.

SO RESOLVED THIS 10th DAY OF September, 2024:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

WALTON COUNTY PUBLIC WORKS DEEP PATCHING & RESURFACING PROJECT BUDGET

DATE: 8/28/2024

PROJECT: SPLOST IV VARIOUS ROAD AND SUBDIVISION DEEP PATCHING AND RESURFACING PROJECTS

SPLOST IV Resurfacing projects to include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping. Subdivision road list breakdown is attached.

Description	Unit Measure	Totals
Giles Road	0.80 miles	\$120,000
Thompson Mill Road	1.00 miles	\$150,000
Youth Jersey Road (from Hwy 138 to Monroe Jersey Rd)	2.00 miles	\$300,000
Bullock Ridge Subdivision	2.80 miles	\$420,000
Meridian Lake Estates Subdivision	1.50 miles	\$225,000
Thompson Mill Forest Subdivision	1.00 miles	\$150,000
Wagon Trail Subdivision	0.60 miles	\$ 90,000

Total Resurfacing Cost: \$1,455,000

Modifications

Total Modification Cost:

Renovations

Total Renovations Costs:

Site Development/Improvements Costs

Description	Unit Meas.	Unit Cost	Totals
-------------	------------	-----------	--------

Total Site Dev. Costs:

Project Contingency

Total Project Contingency Costs:

TOTAL PROJECT BUDGET \$1,455,000

Project Length Budget Subdivision Roads

Bullock Ridge Subdivision

Bullock Drive	Bullock Trace
Bullock Trail	Bullock Court
Bullock Lane	Ridge Court

Meridian Lake Estates Subdivision

Bay Court	Meridian Lake Drive
Lakeside Drive	Mill Circle

Thompson Mill Forest Subdivision

Ridge Valley Road	Riverforest Road
Riveredge Lane	Riverview Road

Wagon Trail Subdivision

Scout Hill Drive
Wagon Trail

Walton County Department Agenda Request

Item 10.1.

Department Name: Human Resources

Department Head or Representative: Melissia Rusk

Meeting Date Request: September 10, 2024

Has this topic been discussed at past meetings? No

If so, when?

Topic: Proposed 2025 Holiday Schedule

Wording for Agenda: Proposed 2025 Holiday Schedule

This Request: Informational Purposes Only

Needs Action by Commissioners

What action are you seeking from the Commissioners? Approval of proposed 2025 Holiday Schedule as recommended by the Employee Benefits Committee.

Department Comments/Recommendation:

Is additional documentation attached? Yes

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

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

Date forwarded to the County Attorney: N/A

Has the County Attorney review been completed? N/A

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



Walton County Board of Commissioners Human Resources

2025 Holiday Schedule

January 1, 2025 (Wednesday)	New Year's Day
January 20, 2025 (Monday)	Martin Luther King, Jr. Day
April 18, 2025 (Friday)	Good Friday
May 26, 2025 (Monday)	Memorial Day
June 19, 2025 (Thursday)	Juneteenth
July 4, 2025 (Friday)	Independence Day
September 1, 2025 (Monday)	Labor Day
November 11, 2025 (Tuesday)	Veterans Day
November 26, 2025 (Wednesday)	½ day before Thanksgiving
November 27, 2025 (Thursday)	Thanksgiving
November 28, 2025 (Friday)	Day after Thanksgiving
December 23, 2025 (Tuesday)	½ day before Christmas Eve
December 24, 2025 (Wednesday)	Christmas Eve
December 25, 2025 (Thursday)	Christmas Day

Remaining 2024 Holidays (*already BOC approved*)

November 11, 2024 (Monday)	Veterans Day
November 27, 2024 (Wednesday)	½ day before Thanksgiving
November 28, 2024 (Thursday)	Thanksgiving
November 29, 2024 (Friday)	Day after Thanksgiving
December 23, 2024 (Monday)	In observance for ½ day before Christmas Eve
December 24, 2024 (Tuesday)	Christmas Eve
December 25, 2024 (Wednesday)	Christmas Day



Walton County Board of Commissioners Facilities/Risk Mgmt. Dept.

Item 11.1.

303 South Hammond Dr.
Suite 97
Monroe, GA 30655
(770) 267-1401

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: August 27, 2024

RE: Metal Building for Livestock Barn

Ms. Hawk,

In accordance with the Walton Country Purchasing Policy, we have advertised a Request for Proposal to provide a Pre-engineered Metal Building for a Livestock Barn.

This proposal is to furnish and install a 60' x 90' pre-engineered metal building, located at 1208 Criswell Road, to be used as a livestock barn.

We received eleven proposals. The Facilities Department has reviewed all the acceptable proposals and has determined that the proposal provided by Steelco Building Inc. best meets the RFP requirements. The Facilities Department has verified Steelco Building Inc's experience and qualifications to our satisfaction.

It is my recommendation that the Board of Commissioners accept the proposal by Steelco Building Inc. in the amount of \$134,255.00

Hank Shirley, Director
Facilities/Risk Mgmt. Dept.



August 27, 2024

Walton County Board of Commissioners
Ms. Rhonda Hawk, Purchasing Manager
111 South Broad Street
Monroe, GA 30655

**Re: Walton County Milling and Road Widening Project, 2024-10 – Recommendation of Award
Bid Date August 15, 2024**

Dear Ms. Hawk:

On Thursday, August 15, 2024 the Walton County Board of Commissioners received four (4) bids for the Walton County Milling and Road Widening project. The project furnishing all materials, labor, tools, equipment, and any other miscellaneous items necessary for milling and 2' widening along each side of Youth Monroe Road (4.0 miles) and Pleasant Valley Road (6.5 miles).

Precision Planning, Inc. (PPI) has reviewed the bids, and it appears that the lowest bid is that of Blount Construction Company, Inc. in the amount of ONE MILLION, ONE HUNDRED TWENTY-FIVE THOUSAND, TEN DOLLARS AND 34/100 DOLLARS (\$1,125,010.34). A copy of the complete bid tabulation is attached for your review.

Please feel free to call or email me with any questions regarding our review of the bids received.

Sincerely,



Jimmy Parker, P.E.
Senior Vice President

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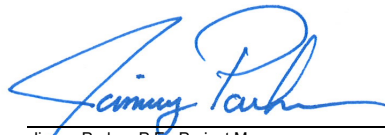
cc: Chairman David Thompson, Walton County Board of Commissioners
File

Walton County Board of Commissioners Walton County Milling and Road Widening Project - 2024-10

BID TABULATION				Blount Construction Company, Inc. Marietta, GA 30067		Garrett Paving Company, Inc. Athens, GA 30605		Pittman Construction Company Conyers, GA 30012		ER Snell Constructor, Inc. Snellville, GA 30078	
ITEM #	Description	Units	Est. # of Units	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item
1	Two Foot Roadway Widening	LF	111,000	\$7.38	\$819,180.00	\$8.63	\$957,930.00	\$9.63	\$1,068,930.00	\$8.10	\$899,100.00
2	Sawcut, Remove and Repair Existing Concrete Driveway	EA	86	\$462.39	\$39,765.54	\$325.20	\$27,967.20	\$500.00	\$43,000.00	\$600.00	\$51,600.00
3	Sawcut, Remove and Repair Existing Asphalt Driveway	EA	56	\$179.40	\$10,046.40	\$292.95	\$16,405.20	\$350.00	\$19,600.00	\$125.00	\$7,000.00
4	Gravel Driveway Repair	EA	85.0	\$297.20	\$25,262.00	\$544.90	\$46,316.50	\$200.00	\$17,000.00	\$842.00	\$71,570.00
5	Remove and Relocate Existing Mailbox	EA	155.0	\$193.48	\$29,989.40	\$246.30	\$38,176.50	\$350.00	\$54,250.00	\$155.00	\$24,025.00
6	Traffic Control	LS	1.0	\$95,504.24	\$95,504.24	\$87,045.00	\$87,045.00	\$83,775.69	\$83,775.69	\$231,250.00	\$231,250.00
7	Shoulder Repair and Permanent Grassing	MILE	21	\$4,783.56	\$100,454.76	\$7,720.00	\$162,120.00	\$8,586.30	\$180,312.30	\$13,600.00	\$285,600.00
8	Relocate Traffic Sign	EA	20	\$240.40	\$4,808.00	\$60.00	\$1,200.00	\$300.00	\$6,000.00	\$628.00	\$12,560.00
BID AMOUNT					\$1,125,010.34		\$1,337,160.40		\$1,472,867.99		\$1,582,705.00

Figures in red show amounts different from originally-submitted Bid Tabulation.

Engineer's Statement: I hereby state that to the best of my knowledge and belief, the above quote amounts are correct and reflect the amounts presented to the Walton County Board of Commissioners on Thursday, August 15, 2024 at 2:00 PM
PRECISION PLANNING, INC.



Jimmy Parker, P.E., Project Manager