

### **BOARD OF COMMISSIONERS REGULAR MEETING**

Tuesday, November 04, 2025 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

### 2. MEETING OPENING

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

### 3. PROCLAMATIONS

**3.1.** Poppy Day - November 11, 2025

### 4. ADOPTION OF AGENDA

**4.1.** Additions/Deletions

### 5. DISCUSSION

**5.1.** County Manager's Report/Update

### 6. PLANNING & DEVELOPMENT

6.1. Z25-0275 - Rezone 7.486 acres from A2 to B2 for a convenience store and warehouse buildings - Applicant/Owner: Blue Eagle Land Investments, LLC - property located at 5187 Highway 81 & Bay Creek Church Road - Map/Parcel C0390008 - District 1

Planning Commission approved withdrawal

6.2. LU25-0310 and Z25-0309 - Rezone a 12.23 acre portion of Parcel C0850156 (47.42 acres) from A2 to B2 for commercial - property located at 2806 Highway 11 and Land Use change on remaining portion of C0850156 consisting of 35.19 acres from Highway Corridor to Suburban to be combined with an 83.08 acre portion of C0850149 to be rezoned from A2 and A1 to R1OSC for a total of 118.27 acres to be developed as an R1OSC Subdivision - property located on George Williams Road - Applicant: Baldpates General Contracting, LLC/Owner: Bison Estate, LLC - District 5

Planning Commission recommended approval with the following conditions: 1)Commercial property to have professional landscaping, 2) no lighting other than downward lighting, 3)

no request in the future for conditional use for outside storage, 4) commercial building to have brick front façade aesthetically pleasing, 5) agricultural disclosure on every sales contract.

- 6.3. Z25-0311 Rezone 48.84 acres from A1 to B3 for a technical training facility Applicant: Dycom Industries, Inc./Owners: Bobby Smith Chancey, Darin S Wasileski, John Mark Mazzawi, Jeffery Miles Mazzawi property located at 1098 Highway 78 and Jim Daws Road Map/Parcels C1640116 and C1640121 District 6
  - Planning Commission recommended approval with conditional use for residential aspect for manager to live there 24-7 and housing for people that come to train there for overnight stay.
- 6.4. AZ25-0328 Alteration to zoning conditions on 8.74 acres to remove conditions and request to allow parking of boats and RV's Applicant: Danny Cagle Owner: Jeff VanDeMark (Pinnacle Sports Academy) property located at 120 Highway 78 Map/Parcel C1890002 District 4
- 6.5. AZ25-0338 Alteration to Zoning Conditions on 11.56 acres to remove part of condition #3 and request to allow planting of the trees to be on the site side of the fence Applicant: Danny Cagle/Owner: Ho Hum, LLC property located on Lowry Road, 2720 Ho Hum Hollow Road and Highway 78 Map/Parcel C0610156 District 1
- **6.6.** OA25-0356 Amendment to Impact Fee Ordinance
- 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 October 7, 2025 Meeting Minutes
  - 7.2. Contracts & Budgeted Purchases of \$25,000 or Greater
  - **7.3.** Declaration of Surplus
  - 7.4. Reeves Young Change Proposal #41 Walnut Grove Park Excavation of Unsatisfactory Material and Replacement \$0 (for the record)
  - 7.5. GDOT TIME Taskforce Grant \$17,715.00 EMA
  - **7.6.** Change Order #19 McCarthy Barnsley \$211,213.47
  - 7.7. MOA Financial Commitment Dewey Hogan @ Beaverdam Creek Former GDOT document stated Chickamauga Creek (for the record)
- 8. FINANCE
  - **8.1.** Resolution FY 26 Budget Amendments

- 8.2. Resolution Project Length Budget for Deep Patching and Resurfacing Project Public Works
- **8.3.** Vacation Buy Back
- **8.4.** Proposed Lease Financing Schedules Ford Credit Municipal Finance 32 units WCSO

### 9. SHERIFF

- 9.1. Addendum to Agreement School Resource Officers Walton Co. School District
- 9.2. Agreement Victory Baptist School WCSO
- 9.3. Agreement Motorola Cameras WCPSC

### 10. CONTRACTS

- **10.1.** Budget Amendment Change Order Alcovy Judicial Circuit A-V Costs
- 10.2. Professional Services Agreement Break the Cycle Counseling & Consulting, LLC Life Skills Classes Juvenile Court (subject to Co. Attorney review)
- 10.3. GDOT Request Indication of Roundabout Support SR 81 @ June Ivey Road/Bentley Road

### 11. APPOINTMENTS

- **11.1.** Walton County Hospital Authority
- **11.2.** Board of Assessors
- 11.3. Azalea Regional Library Board of Trustees
- **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
- 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 <u>770-267-1301</u> 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 Public Comment 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 may be found on our website at **www.waltoncountyga.gov**.

For more information, please contact Rhonda Hawk.

### **PROCLAMATION**

### POPPY DAY

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

WHEREAS, Millions who have answered the call to arms have died on the field of battle;

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who have died in war;

WHEREAS, The red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower; and

WHEREAS, Moina Belle Michael, who conceived the idea of using poppies as a symbol of remembrance, was born in Walton County in 1869,

THEREFORE, I David G. Thompson, Chairman of Walton County Board of Commissioners, do hereby proclaim the 11th day of November, 2025, as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

IN WITNESS WHEREOF, 1 have hereunto set my hand and caused to be affixed the official seal of Walton County this 4th day of November, 2025.

David G. Thompson, Chairman Walton Co. Board of Commissioners

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## Planning and Development Department Case Information

Case Number: Z25-0275

Meeting Dates: Planning Commission 09-04-2025 – Tabled to 10-02-2025

Board of Commissioners 11-04-2025

Applicant/Owner:

Blue Eagle Land Investments, LLC 1380 Nunnally Farm Road Monroe, Georgia 30655

Current Zoning: The current zoning is A2.

Request: Rezone 7.486 acres from A2 to B2 for a convenience store and warehouse

buildings.

Address: 5187 Highway 81 & Bay Creek Church Road, Loganville, Georgia 30052

Map Number/Site Area: C0390008

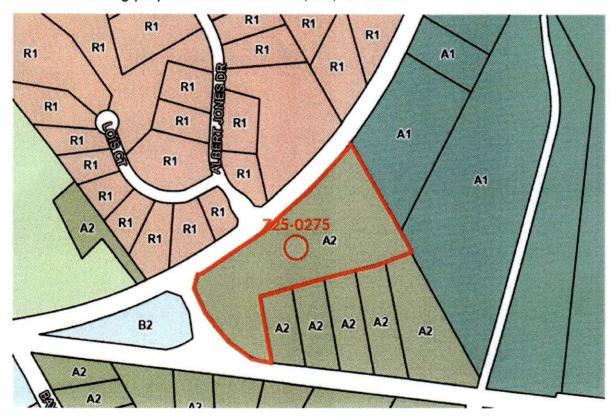
Character Area: Neighborhood Residential

District 1 Commissioner – Amarie Warren Planning Commission–Josh Ferguson

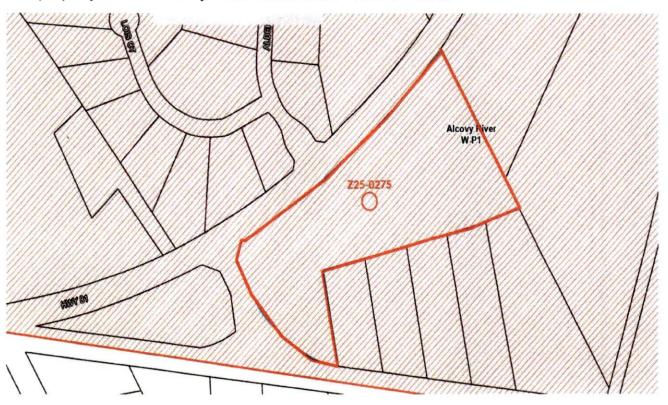
Existing Site Conditions: Property consists of a house.



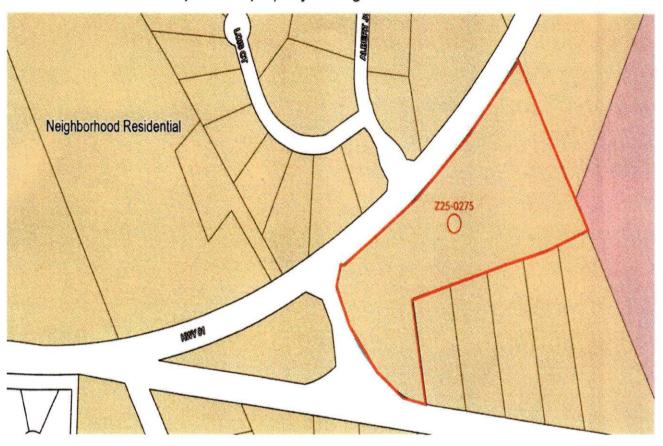
The surrounding properties are zoned A1, A2, R1 & B2.



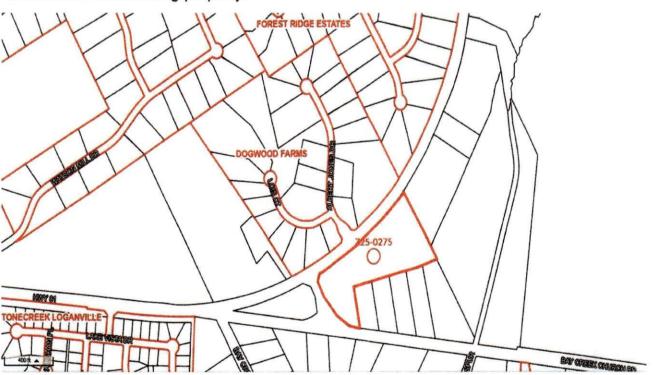
The property is in the Alcovy River Watershed Protection Area.



The Future Land Use Map for this property is Neighborhood Residential.



## Subdivisions surrounding property:



### Comments and Recommendations from various Agencies:

Z25-0275 - Rezone 7.486 acres from A2 to B2 for a convenience store and warehouse buildings - Applicant/Owner: Blue Eagle Land Investments, LLC - property located at 5187 Highway 81 & Bay Creek Church Road - Map/Parcel C0390008 - District 1

<u>Public Works</u>: Public Works recommends to install a De-cell lane along Bay Creek Church Road.

<u>Sheriff's Department</u>: Establishment of a commercial business of this type will Create more calls for service and business prevention check in the evenings. At some point the continued call volume will result in additional manpower requirements and restricting of existing patrol zones.

Water Authority: This area is served by an existing 6" diameter water main Along Hwy 81. (static pressure: 45 psi, Estimated fire flow available: 1,2000 gpm @ 20 psi). No system impacts anticipated.

<u>Fire Marshall Review</u>: Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

<u>Fire Department Review</u>: This development will add additional call volume for Fire and EMS Response.

Board of Education: No comment received.

**GDOT:** No comment received.

<u>City of Monroe</u>: No issues for City of Monroe utilities.

<u>History:</u> No History

### **Staff Comments/Concerns:**

### PC Action 9/4/2025:

### Z25-0275 -

Request: Rezone 7.486 acres from A2 to B2 for convenience store and warehouse

buildings.

Applicant: Blue Eagle Land Investments, LLC (Ned Butler)

Owner: Blue Eagle Land Investments, LLC

Location: 5187 Highway 81 & Bay Creek Church Road | Parcel C0390008 | District 1

<u>Presentation:</u> Ned Butler came before the Board and requested that the case be tabled so he will have time to meet with the neighbors. He has reserved the Bay Creek Community Center for 9/16/2025 from 6:00 to 7:00 to discuss his request. He has mailed out letters on the mailing list that the county has with his contact information on it. He has tried to let the neighbors know what he is doing.

Tim Hinton stated that he was glad that there are plans to meet with the public and made a Motion to table the case until the next Planning Commission Meeting on 10/2/2025.

Josh Ferguson stated that since the Applicant had an opportunity to speak that the people that came to the meeting about this rezone should have the opportunity to speak as well.

### **Public Comment:**

Stephen Grillo, who lives at 2916 Valley Court in the Forest Ridge Estates subdivision, spoke and stated that he is appreciative of the meeting. He went on to say as to the area there is a lot of traffic and there have been many accidents because the location is dangerous. He stated that people have to slow down near the school, and he is not sure where the warehouse is that is being requested.

Caroline Grillo, who lives at 2916 Valley Court, spoke and stated that they have been at their home since 1994. She stated on the paperwork GDOT did not make any comments She advised that a person pulled out of this street and was killed. Her concern is about the children and asked was a study done as far as safety for the children. She said last December a truck overturned at this place. She wants Walton County to have a better infrastructure that is better for the community.

Tim Hinton stated that the county will mandate the county road as to the entry and what would be required but the State Highway would be up to GDOT. He stated that none of this has to do with this Board that they are here to see if the use of the property is appropriate.

Brandy Tullis, who lives at 5132 Bay Creek Church Road, spoke and she said that there was a discrepancy on the application because at one place it says B2 and another says B3. It was brought to her attention that this mistake had been corrected. She said she was concerned about the septic area, and she sees no parking at the warehouse on the site plan and stated the maps are not correct. She stated that there are not 2 roadways because Bay Creek Church Road is a cut off and it is dead end road.

Josh Ferguson explained that the right way is not transferred to an individual.

Tim Hinton stated that the request is in line with the Future Land Use Map and the property is in a Highway Corridor so the commercial would be an acceptable zoning.

Patti Burgoyne, who lives at 5404 Forest Ridge Drive, spoke and stated that she has lived at her home since 1993. She said as far as transportation that there have been 27 accidents. She is concerned about the safety of the people and when the kids leave school and pull out on to Highway 81 because she never wants a child to get hurt. She went on to say that as to the office warehouse she sees that the Applicant will plant trees but she is concerned about rats and kids hanging out there.

Tim Hinton advised her again that there is going to be a Public Meeting and at that meeting she can ask her questions directly to the Applicant.

Ms. Burgoyne went on to say that she is concerned about how this will affect her neighborhood. There is already a convenience store there and it has been there since 1999, and she doesn't see a need for another one. She said that when the kids get out of school, she can hear the sirens while sitting in her backyard.

Jalonna Kearney Rodgers who lives at 5543 Forest Drive spoke. She asked if there were any more thoughts from the Board? Tim Hinton advised her that the Land Use Map is available on the website, and we consider Highway Corridor acceptable for commercial, and he has seen a huge transfer from residential to commercial on about 5 to 10 residences. He stated if you look at other counties there is more commercial on State Highway.

Maiysha Rashad spoke and stated that she is a neighboring property owner, and she would recommend denial. She was advised that the case was tabled but the Board will not hear it at this time. She was advised about the meeting for the neighborhood.

Timothy Kemp advised her that we will hear this again next month at the Planning Commission Meeting.

### Recommendation:

Motion by Josh Ferguson to table the case until the next Planning Commission Meeting on 10/2/2025 with a second by John Pringle. The motion passed unanimously.

### PC Action 10/2/2025:

 Z25-0275 – Rezone 7.486 acres from A2 to B2 for a convenience store and warehouse buildings – Applicant/Owner: Blue Eagle Land Investments, LLC – property located at 5187 Highway 81 & Bay Creek Church Road – Map/Parcel C0390008 – District 1

<u>Presentation:</u> The Applicant, Ned Butler, advised the Board that he wanted to withdraw his application.

Public Comment: None

### Recommendation:

Motion by Josh Ferguson to accept the withdrawal with a second by John Pringle. The motion passed unanimously.

# Rezone Application # 225-0275 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 9-4-2025 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor) Board of Comm Meeting Date 10-7-2025 at 6:00PM held at WC Historical Court House You or your agent must be present at both meetings Map/Parcel C0390008 Applicant Name/Address/Phone # Property Owner Name/Address/Phone Blue Eagle Land Investments LLC Blue Eagle Land Investments LLC 1380 Nunnally Farm Rd 1380 Nunnally Farm Rd Monroe, GA 30655 Monroe, GA 30655 E-mail address: nedbutler15@gmail.com (If more than one owner, attach Exhibit "A") Phone # 770-601-8583 Phone # Location: 5187 Hwy 81 Loganville Requested Zoning B2 Acreage 7.486 Residential Existing Use of Property: Residential Home Existing Structures: The purpose of this rezone is Requesting B2 zoning to allow for a convenience Store and warehouse buildings on the site. Property is serviced by the following: Public Water: Provider: Well: Public Sewer: Provider: Septic Tank: X The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personne, to enter upge and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance. 7-29-2025 \$ 550.00 Signature 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 HA Surrounding Zoning: North Comprehensive Land Use: Neighbor hood Residential DRI Required? 1-Bo Warren Watershed: Alcovy River Commission District: I hereby withdraw the above application Date

# Rezone Application # 225-0275 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 9-4-2025at 6:0	00PM held at WC Historical Court Hous Broad St, Monroe, Ga (2º	se, 111 S. X
Board of Comm Meeting Date 10-7-2005 at 6:0		1-4
You or your agent must	t be present at both meetings	10
Map/Parcel C0390008		
Applicant Name/Address/Phone #	Property Owner Name/Address/Phon	e
Blue Eagle Land Investments LLC	Blue Eagle Land Investments	LLC
1380 Nunnally Farm Rd	1380 Nunnally Farm Rd	
Monroe, GA 30655	Monroe, GA 30655	
E-mail address: nedbutler15@gmail.com	(If more than one owner, attach Exhibit "A")	
Phone # 770-601-8583	Phone #	
Location: 5187 Hwy 81 Loganville Requested	hf.d.	
Existing Use of Property: Residential	id eve	Address of the sections
Existing Structures: Residential H	ome hisshop of the	
The purpose of this rezone is Requesting	BS zoning to allow for a	
convenience Store and warehouse	buildings on the site	
Property is serviced by the following:		
Public Water: X Provider: WCWD	Well:	
Public Sewer: Provider:	Septic Ta	ank:X
The above statements and accompanying materials are com and zoning personnel to enter upon and inspect the property	plete and accurate. Applicant hereby grants permis for all purposes allowed and required by the Compr	ssion for planning ehensive Land
Development ordinance.	\$ 550.00	
Signature Date	Fee Paid	
	aced and removed by P&D Offic	е
Office Use Only:	after Board of Commissioners meeting	
Existing Zoning A 2 Surrounding Zon	ing: North RI South A2 East A1 West B2	
Comprehensive Land Use: Neighbahood Keriden	atial DRI Required? YN	_
, 0	ershed: Alcovy River TMP	
I hereby withdraw the above application	Date	

# **Disclosure of Campaign Contributions**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant mofficial within two years in	nade \$250 or more in campaign contributions to a local government mmediately preceding the filing of this application?
yesX	_ no
If the answer is yes, you County showing:	must file a disclosure report with the governing authority of Walton
1.	The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2.	The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.
This disclosure must be f	iled when the application is submitted.
	Strange .
Signature of Applicant/Da	ate
Check one: OwnerX	Agent

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

# <u>Provide written documentation addressing each of the standards listed below:</u>

1. Existing uses and zoning of nearby property;

The property is bordered on the south by A2 zoned properties, to the east by A1 zoned properties, to the North by R1, and to the west by B2.

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

The property is located on State Highway 81 that
experiences higher levels of travel each year. This
traffic creates a demand for commercial uses as the
property is less functional for residential use.

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 proposal has two access points and only one on Highway

81 limiting curb cuts along the state highway. This

rezone request allows for commercial development

along the Highway 81 corridor.which would raise property values.

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

The request will allow for commercial institutional uses for the surrounding residents in a close proximity to their homes while also increasing the tax basis for the County.

of Neigh	oorhood Residential. There is a property of
like zon	ing adjacent to this property.
	of time the property has been vacant as zoned, conside
	of time the property has been vacant as zoned, consider of land development in the area in the vicinity of the pro-
the context	of land development in the area in the vicinity of the pro-
the context	of land development in the area in the vicinity of the present has been in its current state and use

# Blue Eagle Land Investments, LLC

July 25, 2025

Walton County Planning Department Attention: Charna Parker 126 Court St. Monroe, GA 30655

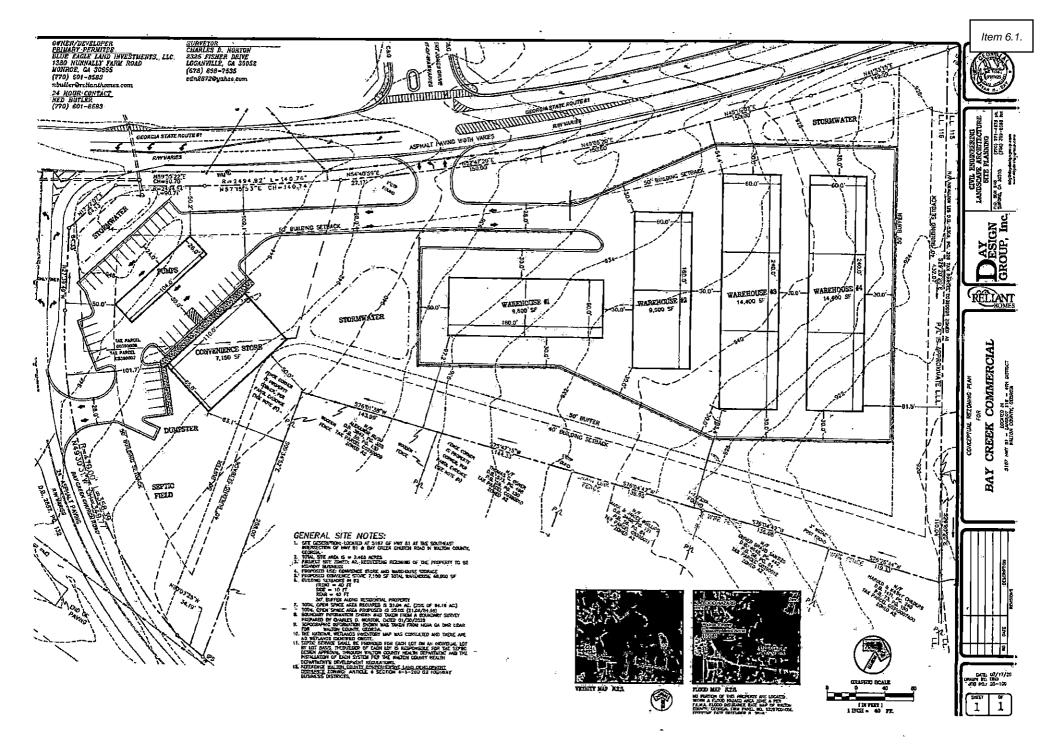
Mrs. Parker,

Blue Eagle Land Investments, LLC is requesting a rezone of parcel number C0390008 located at the intersection of GA Hwy 81 and Bay Creek Church Road with an address of 5187 Georgia Highway 81 Loganville, GA Walton County. The request is to rezone the 7.486 acres to B2 from A2 for proposed marketing and development of convenience store and office warehouse space. We are aware of all required transitional buffers that are required which may also require additional plantings in areas where existing tree coverage is not sufficient.

Kind Regards,

Ned Butler Manager

Blue Eagle Land Investments, LLC



### Printed: 07/25/2025 14:28:06 PM



# Official Tax Receipt Walton County, GA 303 S. Hammond Dr, Suite 100 Monroe, 30655 --Online Receipt--

Phone: 770-266-1736

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2024-19428	C0390008		\$262.95	\$0.00 Fees: \$0.00	\$0.00	\$262.95	\$0.00
	-	Totals:	\$262.95	\$0.00	\$0.00	\$262.95	\$0.00

Charge Amount: \$262.95

JOHNSON BEVERLY J



Scan this code with your mobile phone to view this bill

Item 6.1.

KAREN P. DAVID
CLERK OF SUPERIOR COUNTY
Walton COUNTY
Real Estate Transfer Tax
Paid : \$ 500.00
PT-61 147-2025-001780

After Recording Return To: McMichael & Gray, P.C. 2055 North Brown Road, Suite 250 Lawrenceville, GA 30043

Order No.: MON-GA-250256-PUR

Property Appraiser's Parcel I.D. Number: 0390008

### LIMITED WARRANTY DEED

### STATE OF GEORGIA

#### **COUNTY OF WALTON**

THIS INDENTURE, made this 27th day of May, 2025, between

Beverly J Johnson

as party or parties of the first part, hereinafter called Grantor, and

Blue Eagle Land Investments, LLC, a Georgia Limited Liability Company

as party or parties of the second part, hereinafter called Grantes (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, allened, conveyed and confirmed, and by these presents does grant, bargain, sell, allen, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being 417th GMD in Land Lot 116 of the 4th District, Walton County, Georgia, being Lot containing 7.486 acres, of Boundary Survey for: Beverly Johnson Subdivision, per plat thereof recorded in Plat Book 128, Page 98, Walton County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description.

SUBJECT to all zoning ordinances, easements and restrictions of record affecting said premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Granter will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Granter.

BK: 5590 PG: 851

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Managarian and American

Beverly I Johnson by Lenea Masters, as Attorney in Fact

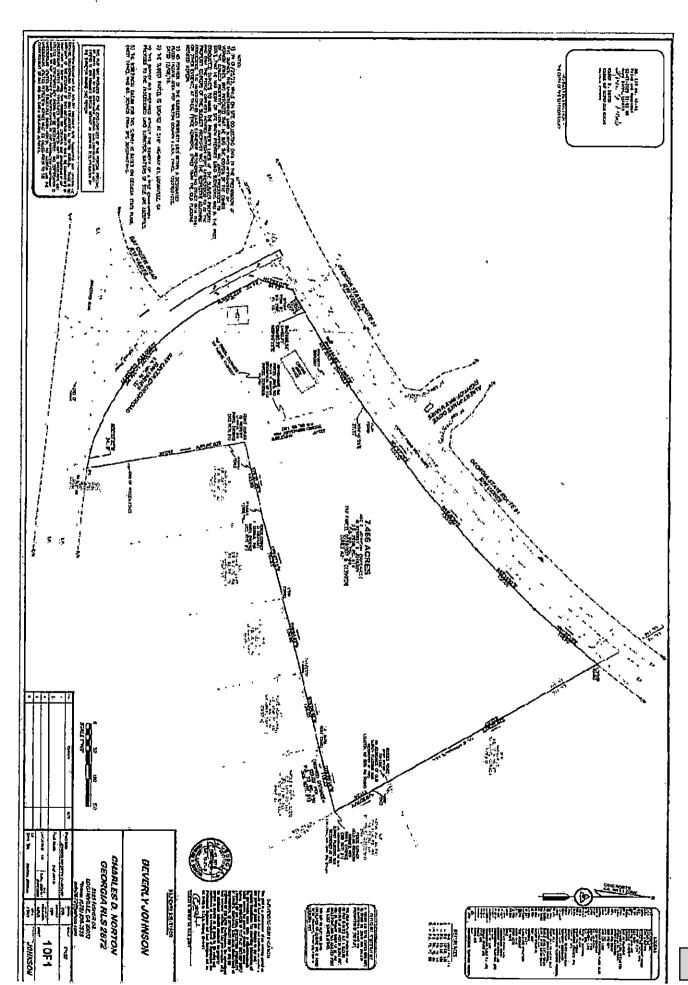
Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: \_ [Notary Seal]

08 - 17 - 2028





# Planning and Development Department Case Information

Case Number: LU25-0310 and Z25-0309

Meeting Dates: Planning Commission 10-02-2025

Board of Commissioners 11-04-2025

Applicant:

Baldpates General Contracting, LLC 137 Main Street Jersey, Georgia 30018 Owner:

Bison Estate, LLC 3084 George Williams Road Monroe, Georgia 30656

<u>Current Zoning</u>: The current zonings are A1 and A2.

### Request:

-Rezone a 12.23-acre portion of Parcel C0850156 (47.42 acres) from A2 to B2 for commercial use – Property located at 2806 Highway 11

-Land Use Change on remaining portion of Parcel C0850156 consisting of 35.19 acres from Highway Corridor to Suburban (to be combined with an 83.08-acre portion of Parcel C0850149)

-Rezone 83.08 acres from A1 and A2 to R1OSC for a total of 118.27 acres to be developed as an R1 OSC Subdivision.

Address: 2806 Highway 11 and 3084 George Williams Road, Monroe, Georgia 30656

Map Numbers/Site Area: C0850156 (47.42 acres) 2806 Highway 11 and C0850149 (102.85 acres) 3084 George Williams Road.

Total acreage of combined parcels is 130.5, Subdivision will consist of 102.85 acres, commercial portion will consist of 12.23 acres, and 19.77 acres will remain with existing house located at 3084 George Williams Road.

Character Area: C0850149 is Suburban and C0850156 is Highway Corridor

District 5 Commissioner- Jeremy Adams Planning Commission—Tim Hinton

<u>Existing Site Conditions:</u> Property C0850149 is vacant land and C0850156 contains a house and barn that is not part of this rezone.

The surrounding properties are zoned A1, A2, B2 and I1.

The property is not in a Watershed Protection Area.

The Future Land Use Map for the properties are Suburban and Highway Corridor.



### **History:**

AV23040014	Gary Ray	Reduce minimum road	C0850149	Approved
		frontage to 40' in order to create a 10 acre tract	3084 George Williams Road	

## **Staff Comments/Concerns:**

### Comments and Recommendations from various Agencies:

LU25-0310 and Z25-0309 – Rezone a 12.23 acre portion of Parcel C0850156 (47.42 acres) from A2 to B2 for commercial – Property located at 2806 Highway 11 and Land use change on remaining portion of C0850156 consisting of 35.19 acres from Highway Corridor to Suburban to be combined with an 83.08 acre portion of C0850149 to be rezoned from A2 and A1 to R1 OSC for a total of 118.27 acres to be developed as an R1 OSC Subdivision – Property located off George Williams Road - Applicant: Baldpates General Contracting, LLC/Owner: Bison Estate, LLC – District 5

<u>Public Works</u>: Public Works Recommends that the Approval of the Residential portion of this project work Very closely with GDOT due to the Safety Concern of the Increased Traffic that will be a Safety Concern at the Intersection of Hwy 11 and George Williams Road and evaluate the Concern of a Centerturn lane at the Entrance to the Proposed Entrance to the Subdivision Location due to the Curve area.

Sheriff's Department: No comment received.

Water Authority: This area is served by an existing 10" diameter water main along Hwy 11 (static pressure: 85 psi, Estimated fire flow available: 1,450 gpm @ 20 psi). A NEW 8" WATER MAIN WILL REQUIRED TO DISTRIBUTE WATER WITHIN THE DEVELOPMENT. PLEASE COORDINATE WITH WCWD.

<u>Fire Marshall Review</u>: Project will comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: This development will add additional call volume for Fire and EMS Response.

Board of Education: No comment received.

<u>GDOT</u>: It doesn't appear to be affecting state R/W. so will only need coordination or permitting if grading or drainage is affecting state R/W.

<u>City of Monroe</u>: No concerns, outside of City of Monroe's utility service area.

### PC ACTION 10/2/2025:

LU25-0310 and Z25-0309 – Rezone a 12.23 acre portion of Parcel C0850156 (47.42 acres) from A2 to B2 for commercial – Property located at 2806 Highway 11 and Land Use Change on remaining portion of C0850156 consisting of 35.19 acres from Highway Corridor to Suburban to be combined with an 83.08 acre portion of C0850149 to be rezoned from A2 and A1 to R1 OSC for a total of 118.27 acres to be developed as an R1 OSC Subdivision – Property located off George Williams Road – Applicant: Baldpates General Contracting, LLC/Owner: Bison Estate, LLC – District 5

Presentation: Andrea Gray who lives at 300 East Church Street, Monroe represented the case for Baldpates General Contracting, LLC. They are proposing a conservation subdivision with a commercial outparcel. They are requesting to approve a 99-home conservation subdivision on 118.27 acres with a 12.23-acre commercial outparcel. The subject property consists of two parcels, one 83.08-acre portion of C0850149 and the other parcel 47.42 acres of C0850156. The zoning map shows the parcels on George Williams Road and Highway 11. The property around consists of A2 and A1 zonings. The Future Land Use Map for the property on Highway 11 is Highway Corridor and the property on George Williams Road is Suburban. The Site plan overview shows 118.27 acres for 99 homes which will be 0.84 acres density and will have a Mandatory HOA with 28% open space. There will also be a 50 ft. buffer. There will be sidewalks, streetlights and underground utilities. There will be amenities such as a mail kiosk, pickle ball court and a dog park and an enhanced landscaped entrance, stone/brick sign flanked with fencing. The home features will be a mix of exterior materials including cement siding, stone and brick accents, roof pitch variations, board and batten, eve details. All sodded front yards with the house size being a minimum of 2,000 sf. and a variety of architectural styles.

There is an 11,000 sq. ft. home and 16 acres that have been cut out, which is not part of the requested subdivision.

The request exceeds OSC Ordinance Requirements which is 1,800 sf minimum, 1 unit per acre max density and 25% open space minimum. What is being requested is 2,200 sf, 0.84 units per acre and 28% open space.

The request is consistent with the Comprehensive Plan with one minor amendment; The development of an R1-OSC will meet; market demand for quality homes on manageable lots; conservation initiatives of the county; and similar developments around the county have been approved for similar developments, and we are not asking for any Variances.

Tim Hinton asked what type of commercial use was going on the 12.23 acres and Ms. Gray said that they have not come up with a use yet but were thinking about daycare and office building, but they have no tenants yet. She was advised that in B2 there is no outside storage, and she stated that it would be fine if they were not planning on any outdoor storage right now.

She went on to say that in front of the building on Highway 11 that the aesthetics will be pleasing and there will be professional landscaping of trees and shrubs, and everything will be done by the code.

Public Comment: James Whitford who lives at 2865 Highway 11 spoke. He said that he and his wife live directly across the road and his neighbor's drive is also across from this property and the driveway is in the center of them. He stated that the documents he received show that the development is for conservation and the property on Highway 11 has to be commercial then he feels that whatever business is put there should be to help the neighborhood. He also stated that the subdivision proposal of 99 acres coming off of George Williams Road will be dumping traffic on Highway 11 and there have already been a number of accidents. He went on to say that he feels that a 50 ft. buffer on the subdivision should be all around and also on Fannie Thompson Road. He said that the site plan does show a right in and right out. He talked to someone from Georgia DOT for this area and this highway is in a "S" curve and there have already been accidents there and he knows of 2 fatal accidents. He does not look forward to the right in and right out but will wait to see what is developed. He does not think B2 goes with the application and because B2 is light to medium business. He thinks it should be B1 which would be more beneficial than B2.

Tim Hinton stated that we do care about traffic but the county thoroughfare or State Highway we have nothing to do with. He advised that they are there to only consider the use of the property. He stated that traffic is traffic, and we have no control over the roads. He said as far as the buffer goes that it is in our code that buffers are to be established.

June Gossling who lives at 3715 Lovers Lane stated that Lovers Lane and George Williams Road are rural farming areas. What is the reason that they want to do the subdivision here? She stated that she is not opposed to the subdivision but believes it should be A1 and A2 are where larger lots and larger homes. She stated that Highway 11 is a dangerous intersection, and the elementary school is around there, and people cut through to go to the school.

Richard Baxter, who lives at 3871 Lovers Lane, stated that this is a cut through two roads to Highway 11. He said Highway 11 is where commercial property belongs. He stated that they have pets and livestock, and he thinks there should be no access out of the subdivision that it should be off of Highway 11 because George Williams is a dirt road, and people are already going fast on the road. He said if you have 2 cars in a household which is conservative, it will probably be more than that, it will be over 200 cars cutting off on Highway 11 going through George Williams Road. He stated that some people will go back to Gwinnett County. Lovers Lane is in an upper incline and if you decide to pave it then you will be doing a tremendous amount of blasting because there is lots of rock there.

Corey Arnold, who lives at 1291 Carl Davis Road, said he is curious that if the county has no control over the roads, then who does. He said that we care about public safety, but it doesn't seem like anyone else does.

Tim Hinton stated that we care about safety but our task is to decide use of property based on the application.

Mr. Arnold stated when he brought this up to David Thompson, he said to take it up with the Board as to the traffic increase on this dirt road. He said he would like the lot sizes to a minimum of 2 acres.

Timothy Kemp said why 2 acres because all lots in the area are 2 acres or larger and this is no longer a rural estate area.

Tim Hinton said looking at the request from the Applicant for the 118 acres that the density is 1 unit per acre which would allow 118 homes. Their application is less than what the code allows. He stated he used to live on the corner of Lovers Lane. It needs to be a blend for us. The thoroughfares are different and right across from where he lives is a neighborhood and it is tough to get in and out. Not everybody can afford 5 acres, 10 acres or more. We do this every month, and we have to look at the picture as a whole.

Timothy Kemp said change is inevitable and the jobs don't match what housing costs are in Walton County.

Mr. Arnold - Traffic is terrible and we get more and more traffic. He said Andrea Gray is a good Attorney, but the neighborhood is not in favor of this large subdivision.

Donna Martin who lives at 3870 Lovers Lane which is at the corner of Lovers Lane and Tanners Bridge Road. We have heard the talk about 99 acres but have not heard what the price range will be of the houses. Square footage is the dictator. When the elementary school on Carl Davis Road lets out from 2:00 – 4:00 you cannot exit from Carl Davis Road to Bold Springs Road. The concern is 99 more houses will make it more congested than it is now. She wants to know how much they are worth. Tim Hinton states that he can assure them that it will not be under \$400,000. Her opinion is there are too many houses in a small space and if you had to put all of them on sewer and then she was corrected that they will all be on septic.

Donald Mackey who lives at 3820 Lovers Lane stated that Lovers Lane and the lower part of Tanners Bridge are gravel roads and the big concern is 99 lots, and Mr. Marlowe has a farm and if he sells that and decides to do a subdivision then you have more traffic. He said right now there are 114 houses on Lovers Lane, and you will be doubling it if you put a subdivision there.

Mark Sandlin, who lives at 3134 George Williams Road, said he will be west of this subdivision, and he said most of what he wanted to say has already been said. In this area he is assured that community development has changed. Can they have a bigger buffer? Tim Hinton said that 25% of the property is what is required for green space, but they are setting aside 28% that will not be touched, and he thinks that is better. He has 6 homes adjoining his home and open 4 or 5 acres, has 4 homes and a larger buffer, and he has been there 45 years, and they have horses.

Tim Hinton said there would be 50-foot buffer and Ms. Gray stated yes. He stated that personally he likes this better than cutting up every bit of property. He stated they have met all the buffer requirements. Mr. Sandlin stated that he is concerned about having horses and the neighbors complaining about noise and smell. Tim Hinton said you can have an agriculture disclosure for smell and noise to which the Applicant agreed to do.

Ginny Vanoostrum who lives in Madison but has an office in Monroe understands development. She sold Mark Sandlin his house on Georgia Williams Road with the

current aesthetics. When people buy George Williams property for \$900,000 or more then the buyer has no idea that there would be a subdivision on George Williams. There is water off Highway 11 and why not change the entrance to Highway 11 instead of George Williams Road. The initial request was for 100 homes and included a piece owned by David Thompson. They will eventually build another 100 homes there and then there will be 500 homes. This will be deadly. Tim Hinton advised here that we can't consider any other property other than what was brought before them in the application.

Tim Hinton said when he built his home on Lovers Lane there were 4 homes but now there are 114 homes.

Josh Parker, who lives off Nicholsville Road spoke and stated he is in real estate, and he is for pro-growth and pro land. He knows people want to sell their property for the most money, but Walton County is at a standstill. There is a book that everyone should read called Suburban Nation. He stated that the Board is doing the same thing every month, that they are coloring in the lines. Growth needs to be from the inside out and you want it to be from the city out. The county needs to consider what kind of growth we want for our county. He went on to say that Campton is not incorporated but maybe it should be. This is impacting the future for the county. If you care about the people in the county, then you would look at a different place for the subdivision. The county is at a crossroads.

Rebuttal: Andrea Gray came back for rebuttal and first wanted to thank Mr. Whitford for his comments. She went on to say that the commercial portion on the highway was originally 50 acres since it was on Highway Corridor, but they scaled back. She cannot address the traffic. Georgia DOT will be doing that inside and out. This property has been for sale for years and someone could have bought it and not developed it. They pay their taxes like everyone else. She is sure people do not purposely drive down a dirt road if they don't live there. She said that the project is good and 25% is a smaller density and home values would be \$400,000 to \$600,000. You can't buy a home now for less than \$400,000. Ms. Gray went on to say that the buffer will be 50 ft. minimal and the large part is in the north, and it will be 50 ft. from commercial. They will enhance entrance and will include an agricultural disclosure in the contracts. She went on to say that as far as Mr. Parker and his book that we can always learn more – the aesthetics on Georgia William Road and the main street market is not the norm and wants to keep residential and some commercial on Highway 11.

Tim Hinton talked about not accessing commercials to residential because this would be problematic to the neighborhood and it was not included in the application.

Tim Hinton said that this will go to the Board of Commissioners for their November 4, 2025, meeting for the final decision. It is the duty and responsibility that they have been appointed by the Commissioners to represent and take their code of rights as landowners to see what the best use of the property is and if it meets components of the reconstruction.

### Recommendation:

Motion by Tim Hinton to recommend approval with the following conditions: Commercial property to have professional landscaping; no lighting other than downward lighting, no request in the future for conditional use for outside storage, commercial building to have brick front façade aesthetically pleasing, agricultural disclosure on every sales contract with a second by Timothy Kemp. Josh Ferguson, John Pringle, Tim Hinton, Timothy Kemp and Chris Alexander voted in favor and Michelle Trammel voted against. The motion carried 5 to 1.

# **Bison Landing**



A conservation-focused neighborhood with high-quality homes

### Request to:

- Rezone a 12.23-acre portion of Parcel C0850156 (47.42 acres) from A2 to B2 for commercial development
- Change the land use designation on the remaining portion of C0850156 consisting of 35.19 acres from Highway Corridor to Suburban
- Rezone an 83.08-acre portion of C0850149 (102.85 acres) and the 35.19 acre portion of C0850156 from A2 and A1 to R1 OSC for a total of 118.27 acres to be developed as an R1 OSC Subdivision

Property: a portion of two parcels located at 2806 Highway 11 and 3084 George Williams Road, Monroe, Georgia 30656

Tax Parcels: C0850156 and C0850149

Applicant: Baldpates General Contracting, LLC

Agent: Andrea P. Gray, LLC 300 E Church Street, Monroe, GA 30655 (678) 364-2384

## **Character Area Map Amendment**

# Application # W25-0310

Planning Comm. Meeting Date 10-01-2025 at 6:00PM held at WC Board of Comm. Meeting Room

Board of Comm. Meeting Date 11-01-2025 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone		
Baldpates General Contracting, LLC	Bison Estate, LLC		
137 Main Street	3084 George Williams Road		
Jersey, Georgia 30018	Monroe, Georgia 30656		
Phone #	(If more than one owner, attach Exhibit "A")  Phone #		
E-mail Address:			
Location: 2806 Hwy 11, Monroe GA 30565	Acreage		
Existing Character Area: Highway Corridor			
Proposed Character Area: Suburban on 35.19 acres of 47	7.42: Remaining 12.23 acres to remain Highway Corridor		
Is this a Major or Minor amendment to the plan? Note: Major amendments to the plan DO NOT t	? minor pecome effective until approved by RDC and DC		
is the property located within a watershed prote	ection overlay district?no		
Proposed Development: X Single-family	Multi-familyX_CommercialIndustrial		
Proposed Zoning: R1OSC/B2 Number of Lots:	99 Minimum Lot Size: 25,500		
Public Sewer: Provider:	Septic Tank:X		
and zoning personnel to enter upon and inspect the propert	omplete and accurate. Applicant hereby grants permission to by for all purposes allowed and required by the Comprehensing Fee Paid		

# Rezone Application # 225-0309 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-02-2025 at 6:0	00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2 <sup>nd</sup> Floor)
Board of Comm Meeting Date 11-04-2025 at 6:00	OPM held at WC Historical Court House
You or your agent must	be present at both meetings
Map/Parcel_C0850156 and C0850149	
	Property Owner Name/Address/Phone
Baldpates General Contracting, LLC	Bison Estate, LLC
137 Main Street, Jersey GA 30018	3084 George Williams Rd
	Monroe GA, 30565
E-mail address daniel@baldpates.org	(If more than one owner, attach Exhibit "A")
Phone #678-788-0649	Phone #
Location. 3084 George Williams Rd Requested	Zoning R1OSC/B2 Acreage R1OSC (118.27 a
Existing Use of Property: Vacant  Existing Structures: None	19
homes and amenities including pickleball cour- commercial out-parcel for businesses that supp totals 118.27 with over 33 acres of open space commercial portion totals 12.23 acres and will Property is serviced by the following:	oort the development. The residential portion and enters off Georgia Williams Road. The enter off of Hwy 11.
Public Water: Provider: Wa	alton County Well:
Public Water: X Provider: Wa  Public Sewer: Provider: Pr	Septic Tank:X
Development Ordinance.  Signature  Bignature  Development Ordinance.  Date	Fee Paid
	iced and removed by P&D Office
Signs will not be removed until at Office Use Only	fter Board of Commissioners meeting
Λ	ng: North AI, BI, J II South AI JA2 East A2 West AI JA2
Comprehensive Land Use Suburban & Highway Co	DRI Required? Y N
Commission District: 5-Jeveny Adams Wate	ershed:TMP
I hereby withdraw the above application	Date

# **Supplemental Responses to Application**

#### A. Article 4, Part 4, Section 160 Standard Review Questions:

1. Existing uses and zoning of nearby property.

The Subject Property is approximately 130.5 acres and consists of 12.23 acres of Tax Parcel C0850156 proposed for B2 commercial development and 35.19 acres of Tax Parcel C0850156 combined with 83.08 acres of Tax Parcel C0850149 to equal 118.27 acres proposed for an R1 OSC Subdivision (the "Subject Property"). The Subject Property has road frontage on Hwy 11 and George Williams Road which addresses include: 3084 George Williams Road, and 2806 Hwy 11, Monroe GA. Baldpates General Contracting, LLC (the "Applicant") proposes to develop the property as a conservation-focused subdivision with an amenity package and to include a commercial outparcel on Hwy 11 for businesses to serve the neighborhood. The subdivision will be called Bison Landing. The property is currently used for farming and does not include any structures. The property is bordered primarily by properties which are zoned A1 and A2 with the exception of one B1 property and one I1 property. The existing home on the Bison Estate will be platted as a separate 19-acre property which is not part of the 130 acres and not being rezoned as a part of this application. The property is designated in the Future Land Use Plan as a mix of Highway Corridor and Suburban. A character area change is requested for a 35.19-acre portion of Tax Parcel C0850156 from Highway Corridor to Suburban because a portion of the residential development is on this tract and the Suburban designation allows for R1 uses. The property is nearly equal distance between Monroe (six miles from the historic courthouse) and Bethlehem (five miles from Hwy 11/Hwy 316 intersection) which is an ideal location for a residential development with commercial outparcels.

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

The current A1/A2 zoning allows for a limited type of development which does not meet the homebuyer demands and does not protect the environment in the way that the requested OSC zoning would provide. Allowing more compact lots in the R1-OSC zoning provides concentrated

greenspace which is environmentally preferred and provides homebuyers who prefer high quality homes on smaller lots an option in an area otherwise dominated by larger lots. Inability to provide this alternate zoning diminishes the value of the property given the saturated supply of A1/A2 in the area and given that the property is in the Suburban and Highway Corridor character areas in the future land use plan which allows for this type of residential development and the commercial outparcel (highway corridor). A character area change is required to better match the boundaries of the site plan with the character area designations. The current zoning also does not allow for the commercial component of the development which could include a daycare, office building or other commercial uses primarily sited in this location to serve the residential development.

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 applicant's development will provide alternate housing options for Walton County homebuyers in a developing area of the County. It provides enhanced environmental protection by concentrating the open space and reducing the pervious surfaces in the development. It provides a housing option with less yard maintenance which is attractive to retirees, busy families and the younger generations. The neighborhood layout also provides enhanced safety to the public in general by limiting additional curb cuts on Hwy 11. The development will preserve over 33 acres of open space and includes an amenity package for residents. The residential development enters off George Williams Road and the commercial portion will have an entrance off Hwy 11. Adjoining property values will be enhanced by the quality of the development.

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

Applicant's development will add a needed variety to housing options in this portion of Walton County as stated in response to question 3 above. This is a very desirable location for residential development, being equal distant between Monroe and Bethlehem, which includes high quality homes, extensive open space, enhanced amenities, and manageable lot sizes.

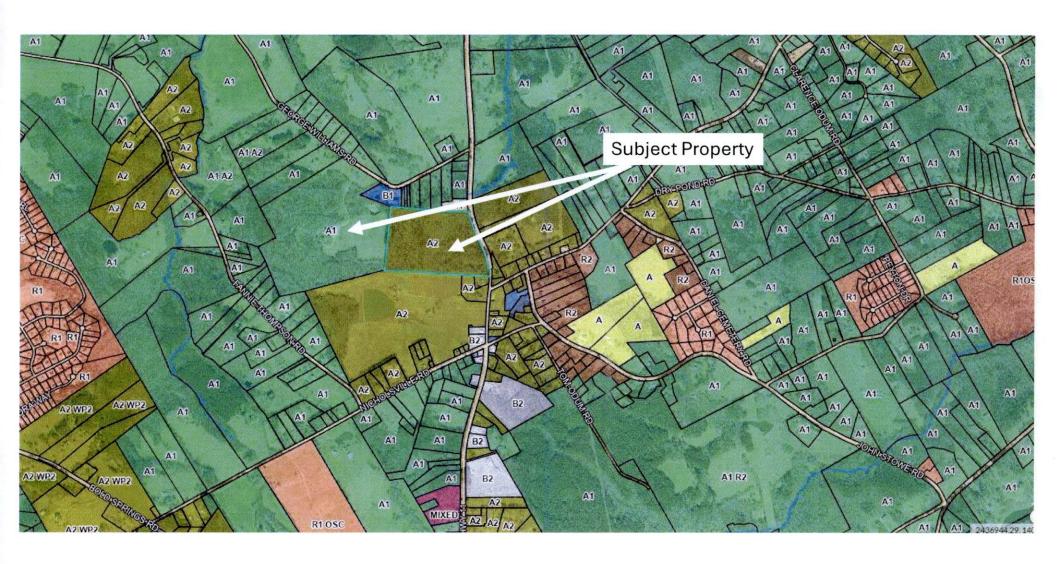
5. The suitability of the subject property for the zoned purposes;

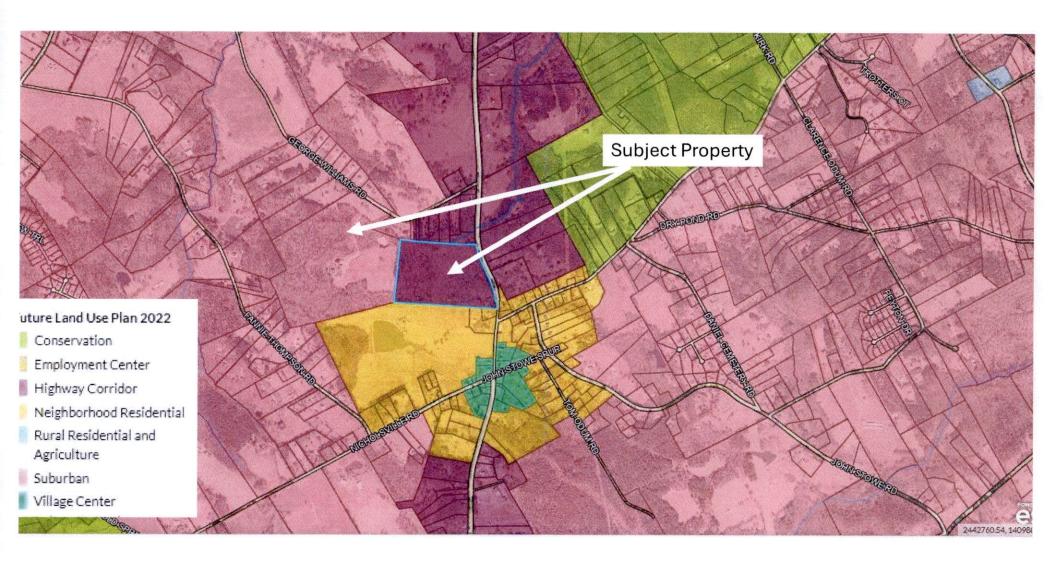
This property is suitable for R1-OSC and B2 zoning given the ideal location and the existing topography which make it conducive to a conservation focused development with over 33 acres of

open space. It is an attractive layout that offers high quality homes on manageable lots with the added environmental protection of additional, concentrated open space. The lot size minimums imposed by A1/A2 would not allow for the efficient development of the property and not meet the demands of homebuyers searching for lower maintenance housing options including retirees and busy families. The Subject Property is in the Suburban and Highway Corridor character areas in the Walton County Future Land Use Plan which fits with the proposed development once the Suburban Character Area is extended to the 35.19-acre portion of Tax Parcel C0850156.

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 historically used for farming and pastureland. As zoned, a conservation subdivision is not possible. Properties in the area are also being considered for residential development.





#### **AGENT AUTHORIZATION**

Date: 8/28/25 Tax Map and Parcel Number(s): C0850156 and C0850149

PROPERTY ADDRESS:

2806 Highway 11 and

3084 George Williams Road Monroe, Georgia 30656

PROPERTY OWNERS:

Bison Estate, LLC

3084 George Williams Road Monroe, Georgia 30656

APPLICANT:

Baldpates General Contracting, LLC

137 Main Street

Jersey, Georgia 30018

ATTORNEY/AGENT:

Andrea P. Gray, LLC 300 E Church Street

Monroe, GA 30655 (678) 364-2384

ACTION:

Rezone 118.27 acres from A1 to R106C for a residential development and

12.23 acres from A1 to B2 for a commercial development

Character area change on 35.19 acres from Hwy Corridor to Suburban

The undersigned states under oath that it is the owner of the property and hereby authorizes Applicant through its Attorney/Agent to submit, execute and prepare any and all documents relating to or speak on its behalf regarding the request for a zoning of the property referenced herein.

ATTORNEY/AGENT

BY: Ardrea P. Cry

Sworn to and subscribed before me this 28 Day of August 20 25

NOTARY PUBLIC

{signatures continue on following page}



APPLICANT: Baldpates General Contracting, LLC
BY:
NOTARY PUBLIC  EXPIRES  GEORGIA  September, 6, 2025
OWNER: Bison Estate, LLC  BY:
Sworn to and subscribed before me this 14 Day of August 20 25  NOTARY PUBLIC
EXPIRES  GEORGIA  September, 6, 2025  PUBLIC  TON COUNTY

#### 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: Baldpates General Contracting, LLC Address: 137 Main Street, Jersey GA 30018 Telephone: 404-569-4221 Location of Property: 3084 George Williams Rd and 2806 Hwy 11 Monroe, GA 30655 Map/Parcel Number: <u>C0850156 and C0850149</u> Requested Zoning: R1 OSC/B2 Current Zoning: Property Owner Signature Print Name: Print NameBison Estate, LLC Address: 3084 George Williams Address: Rd, Monroe GA 30656 Phone #: 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.

#### **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

Date: 8/14/25 Tax N	Map and Parcel Number(s): a portion of C0850156 and C	C0850149
PROPERTY ADDRESS:	2806 Highway 11, and 3084 George Williams Road Monroe, Georgia 30656	
PROPERTY OWNER:	Bison Estate, LLC 3084 George Williams Rd Monroe, GA 30656	
contributions or gifts havin official of Walton County G (B) The Applican	t here certifies, under oath, that he or she has not mad ig an aggregate total value of \$250.00 or more to any l deorgia, as defined by O.C.G.A. 36-67A-1(5). It here certifies, under oath, that he or she has made th	ocal government
government official of Wal	gifts having an aggregate total value of \$250.00 or motor ton County, Georgia as defined by 0.C.G.A.36-67A-1 (5 on tribution(s) dates and names of the local Governmen	5).
Describe in detail any gifts	listed above (example: quantity and nature, etc.):	_
Bison Estate, LLC		-
D. Bol.		and the state of t
Sworn to and subscribed b  NOTÂRY PUBLIC	efore me this 14 Day of August 20 25	EXPIRES GEORGIA September, 6, 2025

# **Disclosure of Campaign Contributions**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?					
yes	_ no				
If the answer is yes, you County showing:	must file a disclosure report with the governing authority of Walton				
1.	The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.				
2.	The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.				
This disclosure must be filed when the application is submitted.					
Dollar					
Signature of Applicant/Date					
Check one: Owner	Agent				



August 29, 2025

Charna Parker, Director Walton County Planning Department 126 Court Street Monroe, Georgia 30655

Re: Development Name: Bison Landing

Applicant: Baldpates General Contracting, LLC

Owners: Bison Estate, LLC

Property: 3084 George Williams Rd, and 2806 Hwy 11, Monroe GA

Tax Parcel: C0850156 and C0850149

Requests:

Rezone a 12.23-acre portion of Parcel C0850156 (47.42 acres) from A2 to B2 for commercial

development

Change the land use designation on the remaining portion of C0850156 consisting of 35.19 acres

from Highway Corridor to Suburban

Rezone an 83.08-acre portion of C0850149 (102.85 acres) and the 35.19 acre portion of

C0850156 from A2 and A1 to R1 OSC for a total of 118.27 acres to be developed as an R1 OSC

Subdivision

#### Dear Ms. Parker:

Baldpates General Contracting, LLC ("Applicant"), a local company, seeks to develop Bison Landing, a well-appointed residential neighborhood with a commercial outparcel. The property for which a rezoning is requested totals approximately 130.5 acres and consists of 12.23 acres of Tax Parcel C0850156 proposed for B2 commercial development and 35.19 acres of Tax Parcel C0850156 combined with 83.08 acres of Tax Parcel C0850149 to equal 118.27 acres proposed for an R1 OSC Subdivision (the "Property"). Located equal distance from Monroe and Bethlehem, Bison Landing provides an ideal location for a conservation-focused neighborhood with over 33 acres of open space, pickleball courts and a dog park. The development will accommodate up to 99 homes within the neighborhood in addition to a commercial outparcel.

Bison Landing fits well within the surrounding area. Traditionally an area of Walton County dominated by farming, this stretch of Hwy 11 is evolving as the younger generations seek lower maintenance homes/yards to devote more time to demanding work and family schedules and older generations seeking the same to reduce the time and cost of maintenance. The 2022 Walton County Future Land Use planning committee recognized this transition and designated these properties as Neighborhood Residential, Suburban, and Highway Corridor. The proposed development is consistent with these designations which contemplate residential development and



allow for R1 OSC zoning and B2 along Hwy 11. However, a 35.19-acre portion of Tax Parcel C0850156 that is proposed for residential development is in the Highway Corridor area which is why this application includes a request to change the character area of a 35.19-acre portion of Tax Parcel C0850156 to Suburban which allows R1 OSC zoning. Bison Landing is also somewhat consistent with the adjoining properties which are primarily single-family residences. The existing Bison Estate home is plated as a separate ~19-acre property which is not part of this rezoning.

Bison Landing will set a high standard for residential development in the area. The development features attractive amenities including a pickleball court, dog park and gazebo. The development is well laid-out with an entrance for the residential portion along George Williams Road and a single entrance for the commercial outparcel on Hwy 11. The open space is over 33 acres which is more than the 25% required. The homes will be a minimum of 2,000 square feet which is well above the ordinance size requirements and will be constructed with fiber cement siding with brick or stone accents. Front yards will be sodded and the development will include sidewalks on both sides of the road with streetlights. A homeowner's association will ensure maintenance of the open space and amenity areas.

The commercial portion of the development includes a 12.23-acre parcel which may be split into outparcels based on market demand. Applicant believes these sites to be attractive for multiple uses under B2 including uses meant to serve the adjoining neighborhood. While not directly connected to Bison Landing, the proximity to it will provide convenient access for residents. The entrance on Hwy 11 will be a right in/right out only entrance. Buildings on this parcel will be constructed in accordance with B2 standards to include a mix of fiber cement siding with brick and stone accents.

Bison Landing will be an attractive addition to the surrounding area and existing homes around its perimeter will be protected by buffers. A 50-foot transitional buffer surrounds the perimeter of the property. Additionally, there is significant, wooded open space that buffers the residents on Fannie Thompson Road and the majority of the 50-foot buffer in other areas is also wooded.

Applicant respectfully requests that the Property be rezoned from A1/A2 to R1 OSC on the 118.27 acre portion and B2 on the 12.23 acre portion with a character area change on the 12.23 acres to Suburban to allow for the construction of a conservation-focused residential subdivision and a complementary commercial outparcel.

Please let me know if you have any questions.

Sincerely,

Andrea Gray

Applicant's Representative





August 29, 2025

# **Notice of Preservation of Constitutional Objections**

Re: Applicant: Baldpates General Contracting, LLC

Owner: Bison Estate, LLC

Property: 3084 George Williams Rd, and 2806 Hwy 11, Monroe GA

Tax Parcel: C0850156 and a portion of C0850149

Request to zone 118.74 acres from A1/A2 to R1 OSC and

12.46 acres from A2 to B2 with a character area change from Highway Corridor to

Suburban on 35.19 acres of parcel C0850156

Georgia law requires that Applicant include in its rezoning record a statement of constitutional objections to put the deciding board on notice of the Applicant's assertion of its constitutional and legal rights to the requested rezoning. In accordance with this requirement, Applicant asserts the below and hereby incorporates all of the information and documents contained in its complete zoning application and any materials later added to the application record.

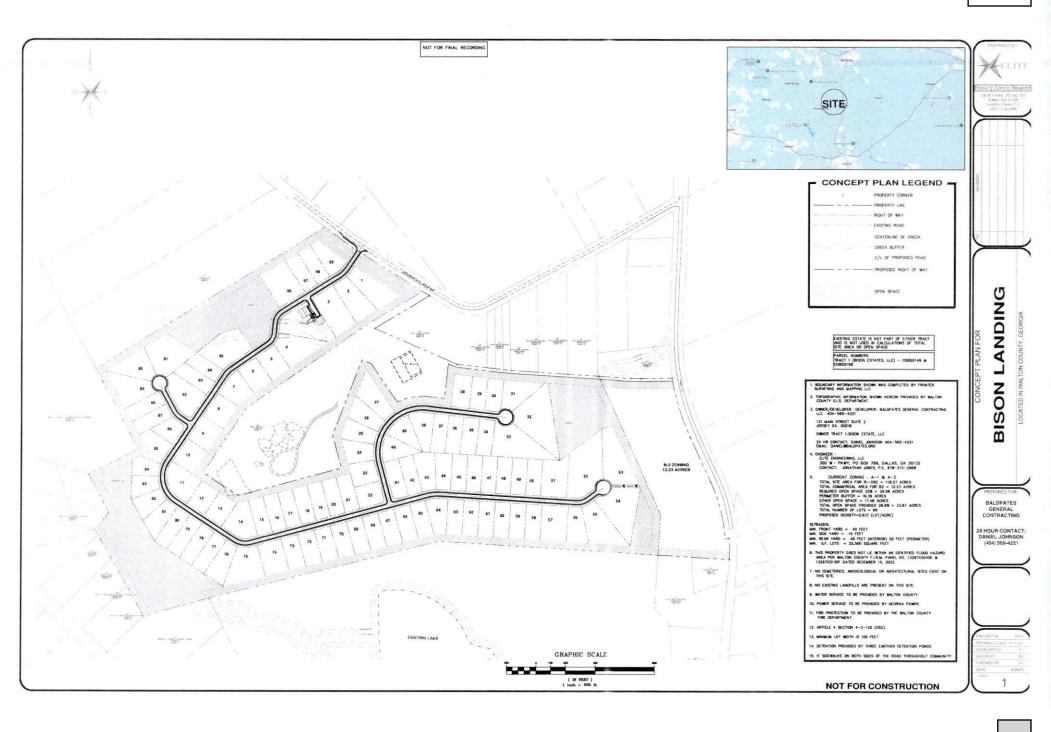
The current zoning of the Property restricts said Property in an unreasonable manner, is unconstitutional, null and void in that the restriction to the current zoning classifications affords the Applicant no reasonable use of the Property and is the equivalent of a taking of the Applicant's property rights without payment of just and adequate compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendments to the Constitution of the United States, and Article I, Section I, Paragraph I, and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the board to approve the rezoning requested by the Applicant to permit a reasonable economic return on the Applicant's investment and a reasonable use of the Property would therefore be unconstitutional, null and void and would be arbitrary, capricious and without a rational basis, thus constituting an abuse of discretion. Further, a refusal by the board would discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated properties in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States, and Article I, Section I, Paragraph II of the Georgia Constitution.

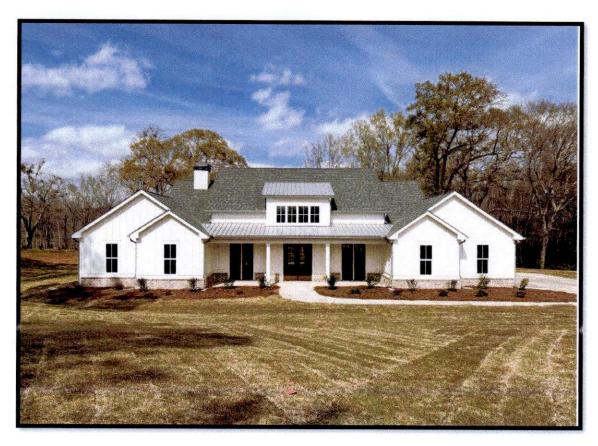
The continued application of the current zoning to the Property results in little or no gain to the public in general and fails to promote the health, safety, morals or general welfare of the public and does not bear a substantial relation to the objectives of the Walton County, Georgia Zoning Ordinance, and would constitute a substantial reduction of the property value of the Applicant and is therefore confiscatory and void.

By filing this Statement of Constitutional Rights, the Applicant reserves all rights and remedies available to them under the United States Constitution, the Georgia Constitution, all applicable federal state and local laws and ordinances, and in equity.

DIP.A



# **Representative Photographs of Homes**











# Planning and Development Department Case Information

Case Number: Z25-0311

Meeting Dates: Planning Commission 10-02-2025

Board of Commissioners 11-04-2025

Applicant:

Dycom Industries, Inc. 300 Banyon Blvd, Suite 1101 West Palm Beach, Florida 33401 Owners:

Darin S Wasileski DMD PC, Jeffery M Mazzawi DMD PC & John Mark Mazzawi DMD, PC P.O. Box 365 Snellville, Georgia 30078

**Bobby Smith Chancey** 

P.O. Box 815

Farmington, Georgia 30638

Current Zoning: The current zoning is A1.

Request: Rezone 48.84 acres from A1 to B3 for a technical training facility.

Address: 1098 Hwy 78 & Jim Daws Road, Monroe, Georgia 30656

Map Numbers/Site Area: C1640116 - 18.91 acres at 1098 Hwy 78 and

C1640121 – 29.93 acres on Jim Daws Road.

Character Area: Highway Corridor

District 6 Commissioner- Kirklyn Dixon Planning Commission-Timothy J Kemp

<u>Existing Site Conditions:</u> Property C1640116 consists of a house and C1640121 is vacant land.

The surrounding properties are zoned A1, A2 and B1.

The property is not in a Watershed Protection Area.

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



History: No History

Staff Comments/Concerns:

#### Comments and Recommendations from various Agencies:

Z25-0311 - Rezone 48.84 acres from A1 to B3 for a technical training facility – Applicant: Dycom Industries, Inc./Owners: Bobby Smith Chancey, Darin S Wasileski, John Mark Mazzawi, Jeffery Miles Mazzawi – property located at 1098 Highway 78 and Jim Daws Road – Map/Parcels C1640116 and C1640121 - District 6

Public Works: Public Works Recommends due to safety concerns and the Proximity of the Proposed Entrance on Jim Daws Rd. to Hwy 78 that this Entrance Location be Denied unless Closely Discussed and a Letter Provided from GDOT that it will be Safe and Sufficient Access are require a Centerturn lane to allow for safe Ingress/Egress without stacking traffic to close to the Intersection area.

Sheriff's Department: No comment received.

<u>Water Authority</u>: This property is located within the City of Monroe Service Area.

<u>Fire Marshall Review</u>: Project will comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

<u>Fire Department Review</u>: This development will add additional call volume for Fire and EMS Response.

**Board of Education:** No comment received.

<u>GDOT</u>: This will require permitting through our office and we will ask for a right turn decel lane on the State Route entrance. I don't think this is limited access but will need to verify just in case.

<u>City of Monroe</u>: No concerns, outside of City of Monroe's utility service area.

\*\*\*Correction by Morris Jordan - This property is in the Walton County service area for water. The City of Monroe Service area stops at the SW side of Jim

Daws Road. Walton County service area includes the NE side of Jim Daws Road. A release would have to be approved with an agreement signed by the BOC and City to allow this property to be serviced by the City of Monroe.

#### PC ACTION 10/2/2025:

Z25-0311 - Rezone 48.84 acres from A1 to B3 for a technical training facility – Applicant: Dycom Industries, Inc./Owners: Bobby Smith Chancey, Darin S Wasileski, John Mark Mazzawi, Jeffrey Miles Mazzawi - property located at 1098 Highway 78 and Jim Daws Road - Map/Parcels C1640116 and C1640121 – District 6

<u>Presentation:</u> Andrea Gray who lives at 300 East Church Street, Monroe represents Dycom. They would like to rezone 48.84 acres from A1 to B3 for a technical training facility and retreat at 1098 Highway 78 and Jim Daws Road. The property is currently zoned A1, and they are requesting to rezone it to B3. The Future Land Use Map shows the property as Highway Corridor. There is business around such as Minerva and the Development Authority of Walton County.

Dycom is a leading provider of specialty contracting services to the telecommunications infrastructure and utility industries throughout the United States. They have a nationwide footprint of 15,900 + employees across 560+ field offices throughout all 50 states. The training center vision is to increase the overall quality and consistency of training programs. They have been voted #1 by the leadership team. It allows learners to build a personal connection with the company and brand, create an all-in-one campus – classroom training, hands-on experience, lodging, and fun! They provide a truck work retreat experience that learners enjoy and become part of a great community, bringing business and work opportunities for the surrounding areas.

Walton County has the highest volume of frontline worker recruiting in any region across the country, Atlanta airport is extremely convenient, with the highest density of local offices, two corporate headquarters in Atlanta and a field office in Walton County. There is beautiful countryside that is perfect for a serene retreat, vibrant, small-town community with shopping and restaurants to support the training facility and voted #1 by our leadership and site selection team.

The facility components are classroom training with a dedicated classroom building that provides modern learning spaces. Hands-on-training for practical skill development and the facility features a pole yard, driving course, realistic underground utility field, mock residential neighborhood for real-world scenario practice. Materials for these specialized training courses are securely stored in an onsite warehouse.

There will be trainee accommodations with retreat-styled lodges which are designed to house up to forty trainees and include recreational spaces to promote relaxation and camaraderie. An onsite manager will oversee trainees at all hours. The existing house will be utilized for administrative services and an onsite manager.

It will be a retreat-like setting with natural preservation being a key objective of the project which is to preserve the site's natural character. Impervious surfaces are less than 20% of the property which is well below the 75% allowed by ordinance. There will be enhanced privacy with a 100-foot buffer adjacent to residential properties and will have a fenced perimeter and gated entry which will provide added security.

The operations will be mindful with all lighting thoughtfully to be designed downward and inward facing, minimizing pollution. All training activities are limited to normal business hours, ensuring minimal disruption to the surrounding community. There will be an onsite manager which will oversee operations and trainees throughout their stay.

The site plans show office/classroom, pole yard, underground field, mock neighborhood, men's lodge, women's lodge, recreation building, pavilion, administrative office, driving course, fence and security entrance.

There will be a monument sign, warehouse, trails and parking.

The project highlights are positive community impact for jobs, and they will be a contributor to local economy and new corporate partner.

There will be minimal disturbance to neighbors with 100-foot buffers adjacent to residential neighbors, minimal daily passenger vehicle traffic and only occasional truck deliveries, very low-density development with significant greenspace, compliance with lighting restrictions and neighbor outreach efforts. The property will be very well buffered.

Forty letters were mailed out to the neighborhood with an information sheet of what is being proposed and only 2 people reached out and one of the people thought it was a benefit.

Timothy Kemp verified there will be above 40 people for training at a time and they are going to be going and coming all the time.

Timothy Kemp said it shows 2 security gates off of Highway 78 and why not closer to the project and it was explained that they want to make sure that they have locked up gates for safety.

Tim Hinton said he used to be a lineman for Jackson EMC and they paid for lodging, meals and school and since then he has stayed in constant contact with the people and he feels that this is a very much needed training and he is very much in favor.

Tim Hinton sees this as an asset because these types of facilities are needed.

Someone on site will be living there in the lodge, and this would be residential as a conditional use for the person to stay there.

Public Comment: Mark Mazzawi who lives at 1281 Hebron Church Road and is one of the owners spoke and stated that he went to college to get a degree and he doesn't agree that everyone needs to go to college. He said that previously he did not know anything about Dycom, and it would be beneficial to the community because we need more blue-collar workers.

Timothy Kemp mentioned the comments from public works. Mrs. Parker, Director of Walton County Planning & Development, stated these issues are handled in the development phase.

Recommendation: Motion by Timothy Kemp to recommend approval with conditional use for the residential aspect for manager to live there 24-7 and housing for people that come into train there for overnight stay with a second by Josh Ferguson. The motion passed unanimously.

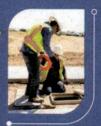


The people connecting America®

# Request to Rezone 48.84 acres from A1 to B3 for construction of a Technical Training Facility and Retreat

Property: 48.84 acres located at 1098 Hwy 78 and Jim Daws Road, Monroe, GA 30655 Tax Parcels: C1640116 and C1640121 Applicant: Dycom Industries, Inc. Agent: Andrea P. Gray, LLC















# Rezone Application # 225-0311 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-2-2025 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2 <sup>nd</sup> Floor)				
Board of Comm Meeting Date 11-4-2025 at 6:00PM held at WC Historical Court House				
You or your agent must be	pe present at both meetings			
Map/Parcel C1640116 and C1640121				
	Property Owner Name/Address/Phone			
Dycom Industries, Inc.	Bobby Smith Chancey			
300 Banyon Blvd., Suite 1101 West	PO Box 815, Farmington GA 30638			
Palm Beach, FL 33401	*three additional owners listed in Ex A			
E-mail address: matthewlovato@dycominc.com	(If more than one owner, attach Exhibit "A")			
Phone #561-627-7171	Phone #			
Phone #	Zoning B3 Acreage 48.84			
Existing Use of Property: Vacant/Residential				
Existing Structures: single family home,out	building			
Dycom Industries, Inc. proposes to construct a temployees to include classroom and office spacyard, warehouse, underground training field, locand a walking trail. The vision is to create an al experience, lodging, and retreat that will accome Property is serviced by the following:	es, mock neighborhood street, pole training less for employees attending training, pavilion l-in-one campus-classroom training, hands-on pate approx 40 employees per session.			
Public Water: X Provider: City	of Monroe Well			
Public Water: X Provider: City  Public Sewer: Provider:	X Septic Tank:X			
The above statements and accompanying materials are completed and zoning personnel to enter upon and inspect the property for a Development Ordinance.  Signature  Date  Public Notice sign will be place.	te and accurate. Applicant hereby grants permission for planning all purposes allowed and required by the Comprehensive Land			
Office Use Only:	. Doubt of Commissioners meeting			
Existing Zoning Al Surrounding Zoning	East AI) AA West AI			
Comprehensive Land Use: Highway Corndor DRI Required? Y N				
Commission District: 6-Kirklyn Dixon Waters	hed:TMP			
hereby withdraw the above application	Data			

#### Exhibit "A" to Rezoning Form re additional property owner:

Owners for 1098 Hwy 78, Monroe, Georgia 30655:

Darin S. Wasileski, DMD, PC

John Mark Mazzawi, DMD, PC

Jeffery Miles Mazzawi, DMD, PC

PO Box 365

Snellville, GA 30078

## Supplemental Responses to Application

### A. Article 4, Part 4, Section 160 Standard Review Questions:

1. Existing uses and zoning of nearby property.

The Subject Property consists of two parcels totaling 48.84 acres which together have road frontage on Hwy 78 and Jim Daws Road. Property is bordered to its north by Hwy 78 in part and property owned by Lisa F. Fowlkes Living Trust which is zoned A1. To its west, the property is bordered by Jim Daws Road and three single family homes on 2-acre lots zoned A1. Across Jim Daws Road is Minerva owned by JFR, LLC which property is zoned through the City of Monroe as M1 (industrial). To its south, the Subject Property is bordered by nine lots zoned for mobile homes. The 2022 Walton County Future Land Use map shows the Subject Property and Ms. Lisa F. Fowlkes Living Trust's property as Highway Corridor which is consistent with the proposed commercial use and the existing and planned industrial uses of property west of Jim Daws Road.

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

The current A1 zoning allows for very limited development and is not consistent with the Highway Corridor designation in the Future Land Use Plan. The Subject Property is located on Hwy 78 which is better suited for commercial development rather than agriculture. The current zoning would not allow for the development of Applicant's technical training facility and retreat which is an allowable use under the requested B3 designation. The current zoning would not allow for the majority of uses contemplated in the Highway Corridor designation. The current zoning diminishes the Subject Property's value as compared to the commercial/industrial properties west of Jim Daws Road which are either already developed or owned by the Development Authority of Walton County for future industrial/commercial development.

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 Applicant's proposed technical training facility and retreat will be a low-intensity commercial use with minimal impact on surrounding properties. The purpose of the facility is to support the

professional development of Dycom employees by enhancing their skills and fostering stronger working relationships.

This is a private facility, for use by Dycom only, and is expected to generate only limited traffic, as activity will be confined to trainees arriving and departing along with some utility trucks directly associated with training activities. Lodging accommodations will house approximately 40 trainees at a time. Access to the site will be provided by two entrances—one from Jim Daws Road and the primary entrance from Highway 78, utilizing an existing driveway.

Importantly, the facility will not include manufacturing or other industrial operations, further reducing potential impacts on the community. To preserve a retreat-like atmosphere and protect the character of the area, the Applicant will leave over 80% of the site as pervious surface, preserve a significant portion of the existing forest, and establish a 100-foot buffer along residential property lines.

The broader community will also benefit. Walton County will gain new tax revenues from the Subject Property without the added burden of increased school enrollment. In addition, the project represents a responsible, low-intensity use on a site designated for Highway Corridor development—delivered by a well-known and respected company with a commitment to thoughtful planning and stewardship.

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

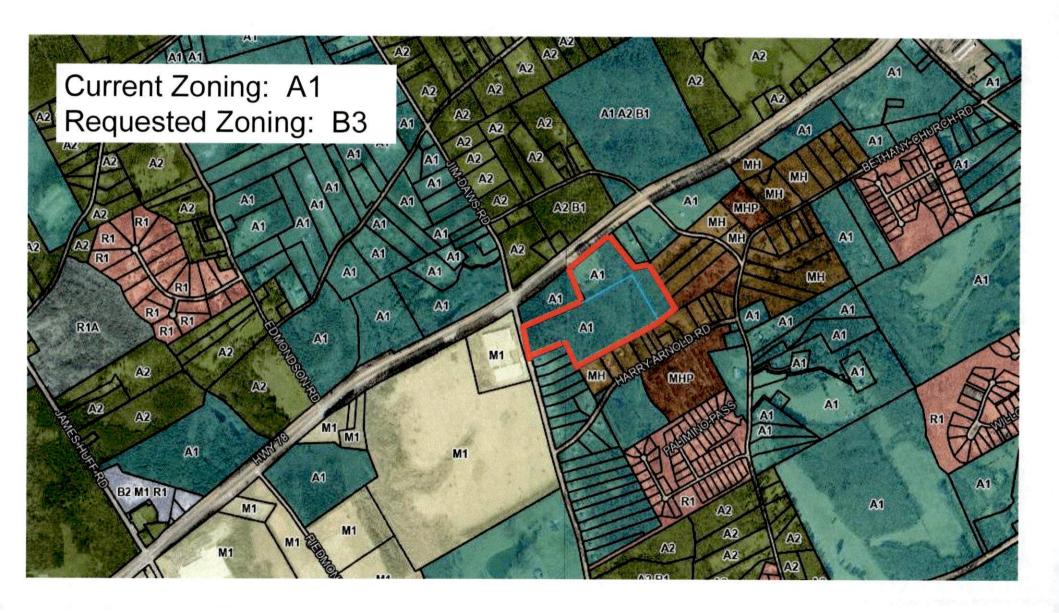
Applicant's training facility and retreat will provide a meaningful benefit to the community as outlined in the response to question 3 above. The property owners have listed the Subject Property for sale as future potential commercial given the Highway Corridor designation. If the requested B3 zoning is not approved, the property owners will suffer a hardship for inability to sell the Subject Property for uses allowed under the Highway Corridor designation particularly given the low-intensity nature of the proposed use.

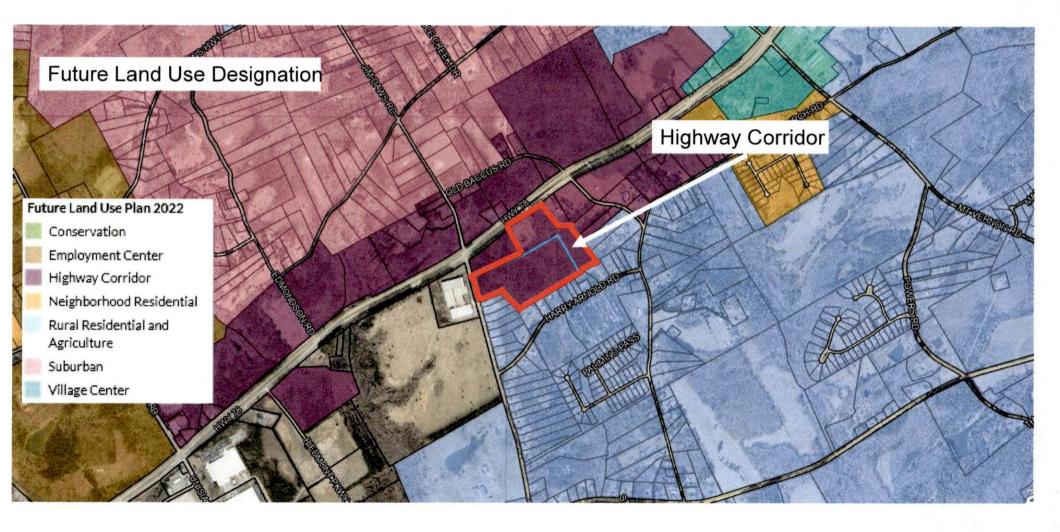
5. The suitability of the subject property for the zoned purposes;

This Subject Property is suitable for a B3 commercial use more so than its current agricultural designation due to its location on Hwy 78 and designation as Highway Corridor. It is also located nearby to other industrial uses including Minerva and potential industrial uses on land owned by the Development Authority of Walton County. The Subject Property is suitable for a retreat-like setting and is large enough to shelter the training areas from adjoining properties.

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 Subject Property consists of two parcels. Tax Parcel C1640121 is 29.93 acres and is vacant. Tax Parcel C1640116 is 18.91 acres and has a single-family home and was used as a small farm in the past.





#### AGENT AUTHORIZATION

Date: Tax N	Map and Parcel Number(s): C1640116, C1640121
PROPERTY ADDRESS:	1098 Highway 78 and 0 Jim Daws Road Monroe, Georgia 30655
PROPERTY OWNERS:	Darin S. Wasileski, DMD, PC John Mark Mazzawi, DMD, PC Jeffrey Miles Mazzawi, DMD, PC PO Box 365 Snellville, GA 30078  Bobby Smith Chancey
	PO Box 815 Farmington, Georgia 30638
APPLICANT:	Dycom Industries, Inc. 300 Banyon Blvd, Suite 1101 West Palm Beach, Florida 33401
ATTORNEY/AGENT:	Andrea P. Gray, LLC 300 E Church Street Monroe, GA 30655 (678) 364-2384
ACTION:	Rezone 48.84 acres from A1 to B3 for a technical training campus
Applicant through its Attorney	er oath that it is the owner of the property and hereby authorizes y/Agent to submit, execute and prepare any and all documents half regarding the request for a zoning of the property referenced
ATTORNEY/AGENT	

BY: Andrea P. Grg

Sworn to and subscribed before me this 20 Day of August 2025

Kar Pull

NOTARY PUBLIC

{signatures for Agent Authorization continue on following page}

APPLICANT: Dycom Industries, Inc.

Sworn to and subscribed before me this 14 Day of August 20 75

Notary Public State of Florida Kerry Hyde My Commission HH 329915 Expires 1/11/2027

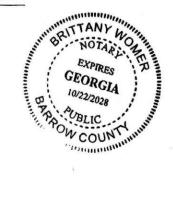
OWNER: Darin S. Wasileski, DMD, PC	
Dil	
Sworn to and subscribed before me this 5 Day of August NOTARY PUBLIC  OWNER: John Mark Mazzawi, DMD, PC	2035
OWNER: John Mark Mazzawi, DMD, PC	
John John John	
Sworn to and subscribed before me this 15 Day of August	2025
NOTARY PUBLIC CYNTHING CONTANT PUBLIC CYNTHINGS ON CANADA SERVICE CONTANT OF COUNTY OF	
OWNER: Jeffrey Miles Mazzawi, DMD, PC	
Jeffrey Niles My	
Sworn to and subscribed before me this 15 Day of August	2025
NOTARY PUBLIC NO	

{signatures for Agent Authorization continue on following page}

OWNER: Bobby Smith Chancey

Sworn to and subscribed before me this 15th Day of August 20 25

NOTARY PUBLIC



#### 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: Dycom Industries, Inc. Address: 300 Banyon Blvd, Suite 1101, West Plam Beach, FL 33401 Telephone: 561-627-7171 Location of Property: 1098 Hwy 78 and 0 Jim Daws Rd Monroe, GA 30655 Map/Parcel Number: <u>C1640116 and C1640121</u> A1 Requested Zoning: B3 Current Zoning: Property Owner Signature Print NameJeffrey Miles Mazzawi, DMD, PC Print Name: Address: PO Box 365, Snellville GA 30078 Address: Phone #: 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. Notary Publiquiting

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: Dycom Industries, Inc. Address: 300 Banyon Blvd, Suite 1101, West Plam Beach, FL 33401 561-627-7171 Telephone: Location of Property: 1098 Hwy 78 and 0 Jim Daws Rd Monroe, GA 30655 Map/Parcel Number: C1640116 and C1640121 Current Zoning: A 1 Requested Zoning: B3 Property Owner Signature Property Owner Signature Print Name: Print Name: Darin S. Wasileski, DMD, PC Address: PO Box 365, Snellville GA 30078 Address: Phone #:\_\_\_\_\_ 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. Notary Public

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: Dycom Industries, Inc. Address: 300 Banyon Blvd, Suite 1101, West Plam Beach, FL 33401 Telephone: 561-627-7171 Location of Property: 1098 Hwy 78 and 0 Jim Daws Rd Monroe, GA 30655 Map/Parcel Number: C1640116 and C1640121 Current Zoning: A 1 Requested Zoning: B3 Property Owner Signature Property Owner Signature Print Name: John Mark Mazzawi, DMD, PC Print Name: Address: PO Box 365, Snellville GA 30078 Address: Phone #: 770 972 4436 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.

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/Conditiona	l Use Application.		
Name of Applicant:	Dycom Industries, Inc.		
Address:	300 Banyon Blvd, Suite 1101, West Plam Beach, FL 33401		
Telephone:	561-627-7171		
Location of Property:	1098 Hwy 78 and 0 J	lim Daws Rd	
	Monroe, GA 30655		
Map/Parcel Number:	C1640116 and C164	10121	
Current Zoning:	_AL	Requested Zoning: B3	-
Joe 9			
Property Owner Signa	ature	Property Owner Signature	21.
Print Name: Bobby Si	nith Chancey	Print Name:	
Address: PO Box 8	15, Farmington GA 306	38 Address:	-
Phone #: 770-30	Phone #: 770-307-7007 Phone #:		
GE(	ontained in this author	rization wledge.	

# **Disclosure of Campaign Contributions**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant nofficial within two years in	nade \$250 or more in campaign contributions to a local government mmediately preceding the filing of this application?
yes	no
If the answer is yes, you County showing:	must file a disclosure report with the governing authority of Walton
1.	The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2.	The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.
This disclosure must be f	iled when the application is submitted.
My E → C Signature of Applicant/Da	8/14/2025 Ite
Check one: Owner	Agent

Date: 8-15-25 Tax M	Map and Parcel Number(s): C1640121
PROPERTY ADDRESS:	O Jim Daws Road Monroe, Georgia 30655
PROPERTY OWNERS:	Bobby Smith Chancey PO Box 815 Farmington, Georgia 30638
contributions or gifts having official of Walton County G	t here certifies, under oath, that he or she has not made any campaign g an aggregate total value of \$250.00 or more to any local government leorgia, as defined by O.C.G.A. 36-67A-1(5).
campaign contributions or g	t here certifies, under oath, that he or she has made the following gifts having an aggregate total value of \$250.00 or more to a local con County, Georgia as defined by O.C.G.A.36-67A-1 (5).
Please list total value of cor	ntribution(s) dates and names of the local Government Official:
Describe in detail any gifts	listed above (example: quantity and nature, etc.):
Bobby Smith Chancey	
1429	
Sworn to and subscribed be NOTARY PUBLIC	EXPIRES  GEORGIA  10/22/2028  AUBLIC  OW COUNTMENTARY  Day of August 20 25

Date: 8 15 2025 Tax N	Map and Parcel Number(s): C1640116	
PROPERTY ADDRESS:	1098 Highway 78 Monroe, Georgia 30655	
PROPERTY OWNER:	Jeffrey Miles Mazzawi, DMD, PC PO Box 365 Snellville, GA 30078	
contributions or gifts having	t here certifies, under oath, that he or she has not made any ca g an aggregate total value of \$250.00 or more to any local gov	ampaign vernment
(B) The Applicant	teorgia, as defined by O.C.G.A. 36-67A-1(5).  It here certifies, under oath, that he or she has made the follow gifts having an aggregate total value of \$250.00 or more to a loon County, Georgia as defined by O.C.G.A.36-67A-1 (5).	ing ocal
Please list total value of cor	ntribution(s) dates and names of the local Government Official:	
Describe in detail any gifts	listed above (example: quantity and nature, etc.):	
Jeffrey Miles Mazzawi, DM	D, PC	
Selfry Miles My _		
Sworn to and subscribed be NOTARY PUBLIC	Day of August 2025  On OTAP DE TOUR COUNTY C	

Date: 8 15 2025 Tax N	Map and Parcel Number(s): C1640116	
PROPERTY ADDRESS:	1098 Highway 78 Monroe, Georgia 30655	
PROPERTY OWNER:	Darin S. Wasileski, DMD, PC PO Box 365 Snellville, GA 30078	
contributions or gifts having	here certifies, under oath, that he or she has not made g an aggregate total value of \$250.00 or more to any lo eorgia, as defined by O.C.G.A. 36-67A-1(5).	any campaign ocal government
campaign contributions or g	t here certifies, under oath, that he or she has made the gifts having an aggregate total value of \$250.00 or mor on County, Georgia as defined by 0.C.G.A.36-67A-1 (5	e to a local
Please list total value of cor	ntribution(s) dates and names of the local Government (	Official:
Describe in detail any gifts	listed above (example: quantity and nature, etc.):	
Darin S. Wasileski, DMD, P	C	
Sworn to and subscribed be	efore me this 15 Day of August 2025	

Date: 8 15 2023 Tax N	lap and Parcel Number(s): C1640116
PROPERTY ADDRESS:	1098 Highway 78 Monroe, Georgia 30655
PROPERTY OWNER:	John Mark Mazzawi, DMD, PC PO Box 365 Snellville, GA 30078
Check one of the following:	
contributions or gifts having	here certifies, under oath, that he or she has not made any campaign an aggregate total value of \$250.00 or more to any local government eorgia, as defined by O.C.G.A. 36-67A-1(5).
campaign contributions or g	there certifies, under oath, that he or she has made the following pifts having an aggregate total value of \$250.00 or more to a local on County, Georgia as defined by O.C.G.A.36-67A-1 (5).
Please list total value of cor	ntribution(s) dates and names of the local Government Official:
Describe in detail any gifts	listed above (example: quantity and nature, etc.):
John Mark Mazzawi, DMD,	PC
Sworn to and subscribed be	efore me this 15 Day of AVIVITY 20055
NOTARY PUBLIC	THE CYNTHIA GENERAL STATES OF THE CY



August 29, 2025

Charna Parker, Director Walton County Planning Department 126 Court Street Monroe, Georgia 30655

Re: Development Name: Dycom Technical Training Facility and Retreat

Applicant: Dycom Industries, Inc.

Owners: Darin S. Wasileski, DMD, PC, John Mark Mazzawi, DMD, PC, Jeffrey Miles

Mazzawi, DMD, PC and Bobby Smith Chancey

Property: 1098 Hwy 78 and Jim Daws Road, Monroe, GA 30655

Tax Parcel: C1640116, C1640121

Request to zone 48.84 acres from A1 to B3 for a technical training campus

#### Dear Ms. Parker:

Dycom Industries, Inc. ("Applicant"), a recognized leader in providing specialty contracting services to the telecommunications and utilities industries across the United States, proposes to establish a technical training facility and retreat in Walton County. The project site consists of two parcels totaling 48.84 acres, located at 1098 Highway 78 and Jim Daws Road in Monroe, Georgia (the "Subject Property"). After conducting a nationwide search for the ideal location, Dycom selected Walton County for its unique combination of scenic countryside, small-town character, and convenient access to metropolitan amenities. Additionally, Dycom maintains a strong presence in Georgia, and Walton County offers a central location for its existing workforce. The facility is designed to advance the professional development of Dycom employees by strengthening their practical skills and fostering collaboration and team-building. To move forward with the facility, the Subject Property requires rezoning from A1 to B3.

### 1. Facility Components

The Dycom technical training facility and retreat will function as a comprehensive campus, combining classroom instruction with hands-on training facilities that is nestled into the natural landscape for a retreat feel. The campus will include classroom and office space for indoor training and administrative operations. The existing home on the property will be converted to an administrative space and office space for visiting instructors. For hands-on training, the facility



will include a pole yard, underground utility field, driving course, and a mock residential neighborhood. These outdoor facilities will provide trainees the opportunity to practice installing and maintaining multiple types of utilities. The campus will also include a warehouse to store the necessary supplies and equipment to facilitate use of the hands-on training areas.

At the end of a long day, trainees will relax in the lodges which will accommodate approximately 40 people and will include recreational spaces and a walking trail. There will not be a cafeteria onsite as Applicant intends to use catering from local restaurants to feed its trainees or to allow trainees to leave campus to eat.

The main entrance will be on Hwy 78 at the existing driveway to 1098 Hwy 78 and a secondary entrance will be on Jim Daws Road. With lodging limited to approximately 40 trainees, there will not be significant traffic coming in and out of the facility. Passenger vehicles will be the primary users of the driveways with some use by trucks/utility vehicles directly associated with training operations.

Utility use will be consistent with typical training facilities. Local utilities will provide the needed services including Walton EMC who will provide electricity, and the City of Monroe who will provide water. The facility will include its own onsite wastewater treatment system tucked discreetly within the site as depicted on the site plan.

### 2. Facility Operations

Facility operations will have minimal impact on the surrounding area given the low-intensity nature of the use. Training sessions will range from single-day programs to multi-week courses, combining classroom instruction with outdoor practical training led by visiting industry experts. All activities will be limited to normal business hours.

The facility will employ several full-time staff members, including a site manager responsible for overseeing daily operations and enforcing rules for trainees, such as curfew requirements for those staying in on-site lodging. The campus will maintain a professional environment consistent with Dycom's reputation as a large, well-established, and highly respected company.

Importantly, operations will not involve manufacturing or the storage of materials or equipment unrelated to training activities.

### 3. Considerations made for Adjoining Property Owners

The Applicant has been intentional in designing the site to shield campus operations from adjoining properties—both to protect neighboring landowners and to create a retreat-like setting for its facility. This approach provides a clear benefit to both Dycom and the surrounding community. The Subject Property was intentionally sized to accommodate the campus while preserving its natural character, with less than 20% of the site developed as impervious surface.



Natural forested areas along the property boundaries will be preserved, and in areas adjoining residential properties, the Applicant will establish an additional 100-foot buffer. Other measures to minimize impacts include downward- and inward-facing lighting, a perimeter fence with gated entry, and the concentration of developed areas toward the center of the site.

In addition, the Applicant has proactively reached out to adjoining property owners to provide information about the proposed campus and looks forward to maintaining open communication as the project moves forward.

## 4. Consistency with Future Land Use Plans and Benefits to the Community

The proposed facility is well-aligned with the long-term vision for the Highway 78 corridor. The Subject Property lies within the Highway Corridor area identified on the County's Future Land Use Map, making the proposed B3 zoning both appropriate and consistent. Among the uses contemplated for this corridor, a technical training facility and retreat represents a low-intensity option with minimal impacts on traffic and schools. Because the site will have only a limited number of permanent employees, it is unlikely to drive new residential growth. At the same time, the project will strengthen the County's tax base, create several direct jobs, and generate economic benefits for local businesses through catering and other support services. Dycom is committed to being a responsible neighbor and an engaged community partner in Walton County.

## 5. Facility Design

The project is still under design, but the inspiration is rooted in creating a retreat-like environment where employees can focus on professional development. The design will emphasize natural materials such as wood and masonry in neutral colors, with the intent of establishing an attractive, professional setting consistent with a corporate training campus. The design approach is to have the buildings mesh with the existing landscape, utilizing the property's existing tree cover as screening. The entry signs on Hwy 78 and Jim Daws Road will meet ordinance requirements and incorporate the Dycom logo.

Applicant respectfully requests that the Subject Property be rezoned from A1 to B3 to allow for construction of its technical training facility and retreat. Dycom is eager to become part of the Walton County community and asks for favorable consideration of this rezoning.

Please let me know if you have any questions.

Sincerely,

Andrea Gray

Applicant's Representative



300 E Church Street, Monroe, GA 30655 (678) 364-2384 www.andreapgray.com



August 29, 2025

# **Notice of Preservation of Constitutional Objections**

Re: Development Name: Dycom Technical Training Facility and Retreat

Applicant: Dycom Industries, Inc.

Owners: Darin S. Wasileski, DMD, PC, John Mark Mazzawi, DMD, PC, Jeffrey Miles

Mazzawi, DMD, PC and Bobby Smith Chancey

Property: 1098 Hwy 78 and Jim Daws Road, Monroe, GA 30655

Tax Parcel: C1640116, C1640121

Request to zone 48.84 acres from A1 to B3 for a technical training campus

Georgia law requires that Applicant include in its rezoning record a statement of constitutional objections to put the deciding board on notice of the Applicant's assertion of its constitutional and legal rights to the requested rezoning. In accordance with this requirement, Applicant asserts the below and hereby incorporates all of the information and documents contained in its complete zoning application and any materials later added to the application record.

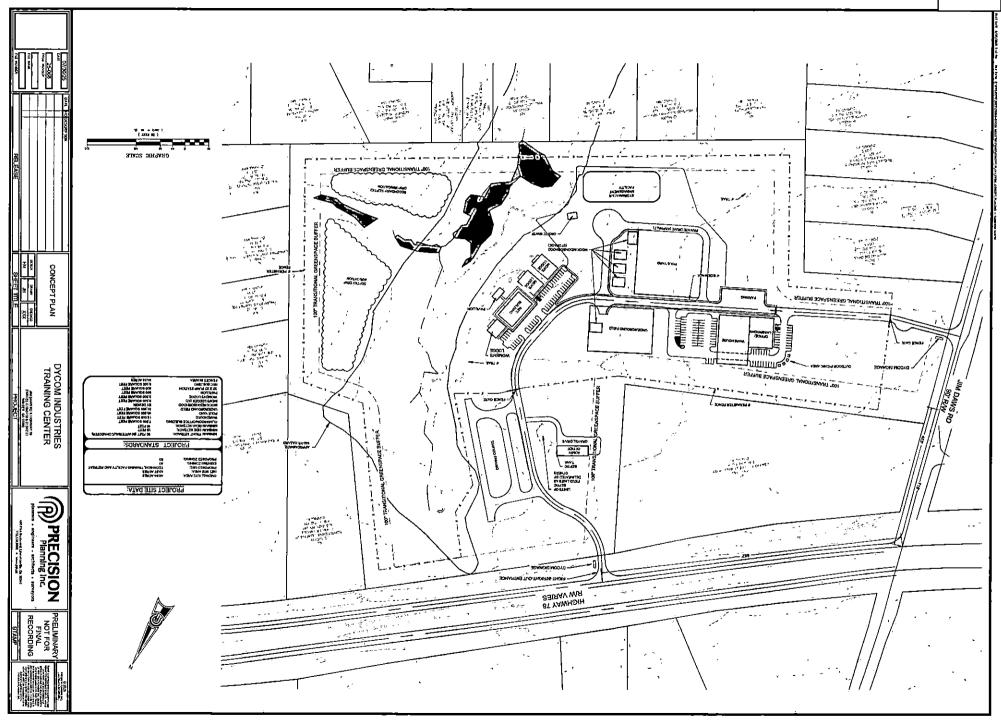
The current zoning of the Property restricts said Property in an unreasonable manner, is unconstitutional, null and void in that the restriction to the current zoning classifications affords the Applicant no reasonable use of the Property and is the equivalent of a taking of the Applicant's property rights without payment of just and adequate compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendments to the Constitution of the United States, and Article I, Section I, Paragraph I, and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the board to approve the rezoning requested by the Applicant to permit a reasonable economic return on the Applicant's investment and a reasonable use of the Property would therefore be unconstitutional, null and void and would be arbitrary, capricious and without a rational basis, thus constituting an abuse of discretion. Further, a refusal by the board would discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated properties in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States, and Article I, Section I, Paragraph II of the Georgia Constitution.

The continued application of the current zoning to the Property results in little or no gain to the public in general and fails to promote the health, safety, morals or general welfare of the public and does not bear a substantial relation to the objectives of the Walton County, Georgia Zoning Ordinance, and would constitute a substantial reduction of the property value of the Applicant and is therefore confiscatory and void.

By filing this Statement of Constitutional Rights, the Applicant reserves all rights and remedies available to them under the United States Constitution, the Georgia Constitution, all applicable federal state and local laws and ordinances, and in equity.

de P.L







Dycom Industries Training Center

Concept Site Plan
A25-068 Plan
8/25/2025

NOT TO SCALE





Dycom Industries Training Center

Concept Birds's Eyes View NOT TO SCALE 8/25/2025



# Planning and Development Department Case Information

Case Number: AZ25-0328

Meeting Date: Board of Commissioners 11-04-2025

Applicant:
Danny Cagle
1880 Randolph Still Road
Good Hope, Georgia 30641

Owner: Jeff VanDeMark Pinnacle Sports Academy 1230 Nunn Lane Bishop, Georgia 30621

Current Zoning: The current zoning is M1.

Request: Alteration to remove all Zoning Conditions for Case Z25-0155 which approved a Variance on the right-side setback of 20 ft. and required hours of operation from 7:00 a.m. to 5:00 p.m. Monday – Saturday, no crushing on the weekends, must have plantings and berm as shown on revised site plan, maximum of 15 trucks on site overnight which must be associated with the operation, no idling trucks on site and the rezone for this purpose only.

Applicant requests to allow parking of boats and RV's and approve a Variance for a right side setback of 20 feet and 0 setback to the north to remain in place.

Address: 120 Highway 78, Monroe, Georgia 30655

Map Number/Site Area: C1890002 which is 8.74 acres.

Character Area: Highway Corridor

District 4 Commissioner- Lee Bradford Planning Commission-Michelle Trammel

Existing Site Conditions: Property is vacant land.

The surrounding properties are zoned A1, B2 and M1.



The property is not in a Watershed Protection Area.

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



# <u>History:</u>

CU19120006	Perry & Lorey Reeves Jeff Van DeMark	2 soccer fields	C1890002 120 Highway 78	Approved w/conditions
A21030015	Jeff VanDeMark	1 handicapped accessible unisex bathroom and supp restrooms in lieu of having 2 more installed bathrooms	C1890002 120 Highway 78	Approved w/conditions
Z25-0155	Danny Cagle	Rezone 8.74 acres from A1 to M1 for recycling, reuse, and resale of nonmetallic mineral products and Variance to reduce side setbacks	C1890002 120 Highway 78	Approved w/conditions

# Staff Comments/Concerns:

# 

Board of Comm Meeting Date 11-4-2025 at 6:00PM held at WC Historical Court House	
You or your agent must attend the meeting	
Map/Parcel Book 75 page 166 C1890002	
Applicant Name/Address/Phone # Property Owner Name/Address/Phone	
Danny Cagle Jeff Van De Mark (Pinnacle Sports A)	cademy
1880 Randolph Still Road 1930 Nunn Lane	
Good-Hope, GA 30141 Bishop, GA 301621	
E-mail address: Duny Conductor (If more than one owner, attach Exhibit "A")	
Phone # 700-818-0032	
Location: 120 Hwy 78 Zoning M1 Acreage 8.74	
Existing Use of Property: WNUSCO (Vacant)	
Existing Structures: Shed	
List requested conditions to be removed or changed Alteration to Zoning	
conditions of Za5-0155 to remove all conditions	
and allow parking of Boats and evis. We respectfully	
request the approved variance for a right side setback	
of 20 fast remain in place. Also requesting a Osetback	
Property is serviced by the following:	
Public Water: V Provider: Nath County Well:	
Public Sewer: 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.  924 2035 \$ 350.00	
Signature Date Fee Paid	
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 M Surrounding Zoning: North Ma South A   South A   West A	
Comprehensive Land Use: High way Corridor	
Commission District: 4- Lee Bradford Watershed: TMP	- Commercial Commercia

I hereby withdraw the above application\_

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 t	named below to act as Applicant in the pursuit of an Alteration To	
Zoning Application.	,	
Name of Applicant:	Danny Cagle	ca ZNay
Address:	1880 Randolph Still Road Good-Hope, 6	7H 2041
Telephone:	776-616-7791	
Location of Property:	120 Hwy 78	
	Monroe, GA 30655	
Map/Parcel Number:	BOOK 75 page 166	
Zoning: M1		
Property Owner Sign	ature Property Owner Signature	
Print Names Jeff Va	nDeNark Print Name:	
Address 230 Num	Lane Bishap GA 301021 Address:	
Phone #: 706-8	18-0032 Phone #:	
that the information	before me and who swears contained in this authorization the best of his/her knowledge.	
Notary Public	Date 9 29 25	
ALAY NOTA Walt State	NA S BELL. RY PUBLIC on County of Georgia oires January 4, 2027	

# **Disclosure of Campaign Contributions**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant mofficial within two years in	nade \$250 or more in campaign contributions to a local government nmediately preceding the filing of this application?
yes	_no
County showing:	must file a disclosure report with the governing authority of Walton
1.	The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2.	The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.
This disclosure must be	filed when the application is submitted.

Signature of Applicant/Date

Check one: Owner\_

# STATE OF GEORGIA COUNTY OF WALTON

### CASE NO. <u>Z25-0155</u>

# AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF WALTON COUNTY, GEORGIA

WHEREAS, the Walton County Planning Commission held a duly advertised public hearing and filed a formal recommendation with the Board of Commissioners of Walton County upon an Application to Amend the Official Zoning Map of Walton County from A1 to M1 for the proposed use of recycling, reuse and resale of nonmetallic mineral products & Variance to reduce side setbacks on a tract of land containing 8.74 acres located at 120 Highway 78, Monroe, Georgia 30655, Parcel C1890002 and;

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map of Walton County has been duly published in The Walton Tribune, the Official News Organ of Walton County; and

WHEREAS, a public hearing was held by the Board of Commissioners of Walton County on 8th day of July, 2025.

NOW, THEREFORE, the Board of Commissioners of Walton County, Georgia, hereby ordains that the aforesaid Application requesting Rezone and Variance for setbacks on existing buildings is hereby APPROVED with the following conditions: Approval of variances requested to waive transitional buffer on the north left-hand side of the property that abuts Republic Services and reduction of right side setback to be 20 feet, hours of operation to be 7:00 a.m. - 5:00 p.m., Monday - Saturday, no crushing on weekends, must have plantings and berm as shown on revised site plan, maximum of 15 trucks on site and they must be associated with the operation, no idling trucks and the rezone to be for this purpose only.

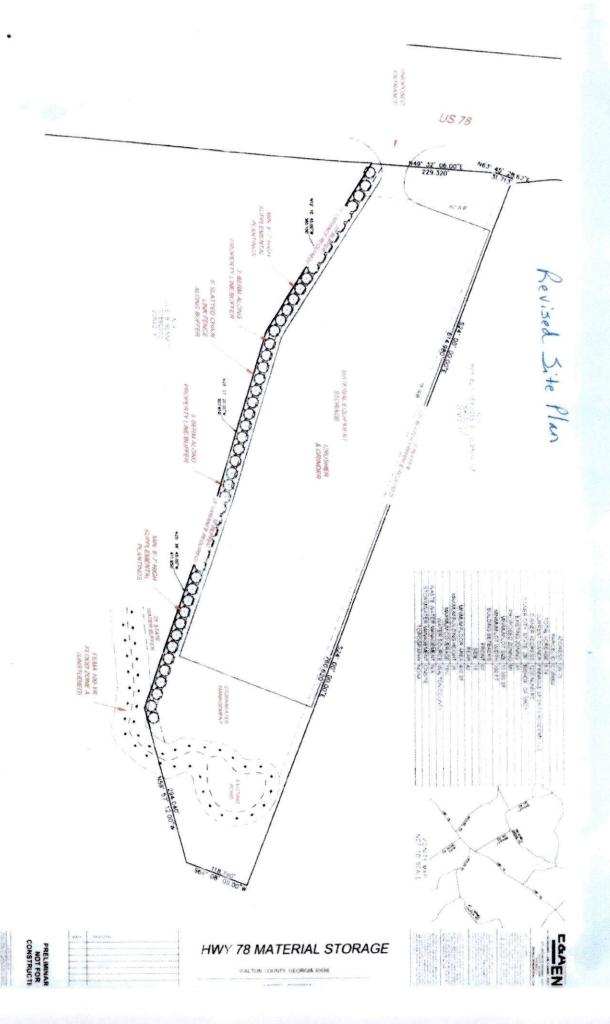
SO ORDAINED, this 8th day of July, 2025.

**Board of Commissioners of Walton County** 

Thompson, Chairman

Rhonda Hawk, County Clerk

m7/31/2025



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# Planning and Development Department Case Information

Case Number: AZ25-0338

Meeting Date: Board of Commissioners 11-04-2025

Applicant: Danny Cagle 1880 Randolph Still Road Good Hope, Georgia 30641

Owner: Ho Hum, LLC 2720 Ho Hum Hollow Road Monroe, Georgia 30655

<u>Current Zoning</u>: The current zoning is B3.

Request: Alteration to remove Zoning Condition #3 on Case 22040004 which approved the Rezone with conditions. Applicant is requesting to remove part of condition 3) On the Lowry Road side of the fence, the Applicant shall install a single row of large evergreen trees similar to Japanese Cryptomeria or Thuga Green Giant spaced 25' on center or Leyland Cypress 10' on center, trees must be a minimum of 8' tall at time of installation.

Applicant is requesting to allow the planting of the trees to be on the site side of the fence.

Address: 2720 Ho Hum Hollow Road, Monroe, Georgia 30655

Map Number/Site Area: C0610156 which is 11.56 acres is located on Lowry Road, Ho Hum Hollow Road and Highway 78.

Character Area: Highway Corridor

District 1 Commissioner- Amarie Warren Planning Commission-Josh Ferguson

Existing Site Conditions: Property is presently vacant land.

The surrounding properties are zoned A1, A2, B1 and B2.



The property is not in a Watershed Protection Area.

The surrounding properties are: A1, A2, B2 and B3.



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



# **History:**

Z22040004	Danny Cagle	Rezone A2/B2 to B3	C0610156, 0157A and 0158 Lowry Rd, Hwy 78	Approved w/conditions
		Office warehouse & outside storage	& Ho Hum Hollow Road	
V22080020	Danny Cagle	Eliminate 50 ft buffer on westside of property – leave 5 ft buffer	C0610156 & 0158 Lowry Road & Hwy 78	Approved with leaving 5 ft buffer

# **Staff Comments/Concerns:**

# Alteration To Zoning Conditions Application # AZA5 - 0338 Application to Amend the Official Zoning Map of Walton County, Georgia

Board of Comm Meeting Date 1/-4-2025 at 6:00PM held at WC Historical Court House  COG 10156 You or your agent must attend the meeting
Map/Parcel BOOK 126 page 152 Applicant Name/Address/Phone # Property Owner Name/Address/Phone
Danny Cagle Danny Cagle
1880 Randolph Still Rd 2720 Ho Hum Hollow Rd
Good-Hope, GA 30641 Monroe, GA 30655
E-mail address: Danny@Contourop. (If more than one owner, attach Exhibit "A")
Phone # 170-616-7791 Phone # 770-616-7791
Location: 2720 to Hum Hollow Rd. Zoning B3 Acreage 11,58
Existing Use of Property: Fence & Storage container
Existing Structures: Vacant
List requested conditions to be removed or changed Atteration to Zoning
Condition #3, to please allow the planting of
Condition #3, to please allow the planting of the trees to be on the site side of the
fence.
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 Date Fee Paid  Signature Date Fee Paid
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 B3 Surrounding Zoning: North A1 B3 South A1 East B2 West B3 J A4
Comprehensive Land Use: Highway Corridor
Commission District: 1- Amarie Warren Watershed:TMP
Data
I hereby withdraw the above applicationDate

# **Disclosure of Campaign Contributions**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant mad official within two years imm	le \$250 or more in campaign contributions to a local government ediately preceding the filing of this application?
yesn	0
If the answer is yes, you mu	ist file a disclosure report with the governing authority of Walton
1. T V	he name and official position of the local governing authority in latton County to whom the campaign contribution was made.
m	he dollar amount and description of each campaign contribution hade during the two years immediately preceding the filing of this pplication and the date of each such contribution was made.
This disclosure must be file	d when the application is submitted.
Signature of Applicant/Date	10/1/25
Check one: Owner	Agent

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.

	s Applicant in the pursuit of an Alteration To
Zoning Application.	0,
Name of Applicant: Danny Cugi	
	Still Rd, Good-Hope GA 301641
Telephone: 770-616-77	191
Location of Property: 2720 Ho Hu	im Hollow Rd
Monroe, Gr	4 30655
Map/Parcel Number: Book 126 Po	
Zoning: <u>B3</u>	
	Property Owner Signature
Property Owner Signature	• 00
Print Name: Dany Coste	Print Name:
Address:	Address:
Phone #: 770-416 ~7791	Phone #:
Personally appeared before me and who swithat the information contained in this authorist true and correct to the best of his/her known and the best of his/her known and the best of his/her known are public.	owledge.
ALAYNA S BELL NOTARY PUBLIC Walton County State of Georgia My Comm. Expires January 4, 2027	

### STATE OF GEORGIA COUNTY OF WALTON

### CASE NO. **Z22040004**

 Rezone - Z22040004 - Rezone 11.56 acres from A2 & B2 to B3 for office warehouse and outside storage - Applicant: Danny Cagle/Owners: Graham & Glenda Smith & David Cooper- Property located on Lowry Rd, Ho Hum Hollow Rd & Hwy 78-Map/Parcels C0610156, 0157A00 & 0158 - District 1.

### AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF WALTON COUNTY, GEORGIA

WHEREAS, the Walton County Planning Commission held a duly advertised public hearing and filed a formal recommendation with the Board of Commissioners of Walton County upon an Application to Amend the Official Zoning Map of Walton County from A2 & B2 TO B3 by DANNY CAGLE for the proposed use OFFICE WAREHOUSE AND OUTSIDE STORAGE WITH AN 8' PRIVACY FENCE. Map/Parcel ID C0610156; C0610157A00, AND C0610158; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map of Walton County has been duly published in The Walton Tribune, the Official News Organ of Walton County; and

WHEREAS, a public hearing was held by the Board of Commissioners of Walton County on <u>06-07-2022</u> and objections were not filed.

NOW, THEREFORE, the Board of Commissioners of Walton County, Georgia, hereby ordains that the aforesaid Application to Amend the Official Zoning Map of Walton County from A2 & B2 to B3 in Case No. Z2204000 is hereby APPROVED WITH CONDITIONS: 1) A MINIMUM 8' HIGH FENCE SHALL BE INSTALLED ALONG THE PROPERTY FRONTAGE ON LOWRY RD, 2) THE FENCE SHALL BE KEPT IN GOOD REPAIR AT ALL TIMES, 3) ON THE LOWRY RD SIDE OF THE FENCE. THE APPLICANT SHALL INSTALL A SINGLE ROW OF LARGE EVERGREEN TREES SIMILAR TO JAPANESE CRYPTOMERIA OR THUGA GREEN GIANT SPACED 25' ON CENTER OR LEYLAND CYPRESS 10' ON CENTER, TREES MUST BE A MINIMUM 8' TALL AT TIME OF INSTALLATION AND ACCESS OFF LOWRY ROAD BE PROHIBITED.

The Board of Commissioners of Walton County, Georgia further directs the County Clerk to enter upon the minutes of the meeting at which this ordinance is adopted the following: "On the 7<sup>III</sup> DAY OF JUNE, 2022, by official action of the Board of Commissioners of Walton County, the following changes were made to the Official Zoning Map of Walton County: The zoning classification of Walton County Parcel ID# C0610156, C0610157A00 AND C0610158 was changed from A2 & B2 TO B3.

SO ORDAINED, this 7<sup>th</sup> DAY OF JUNE, 2022.

**Board of Commissioners of Walton County** 

Attest:

Shonda Hawk County Clerk

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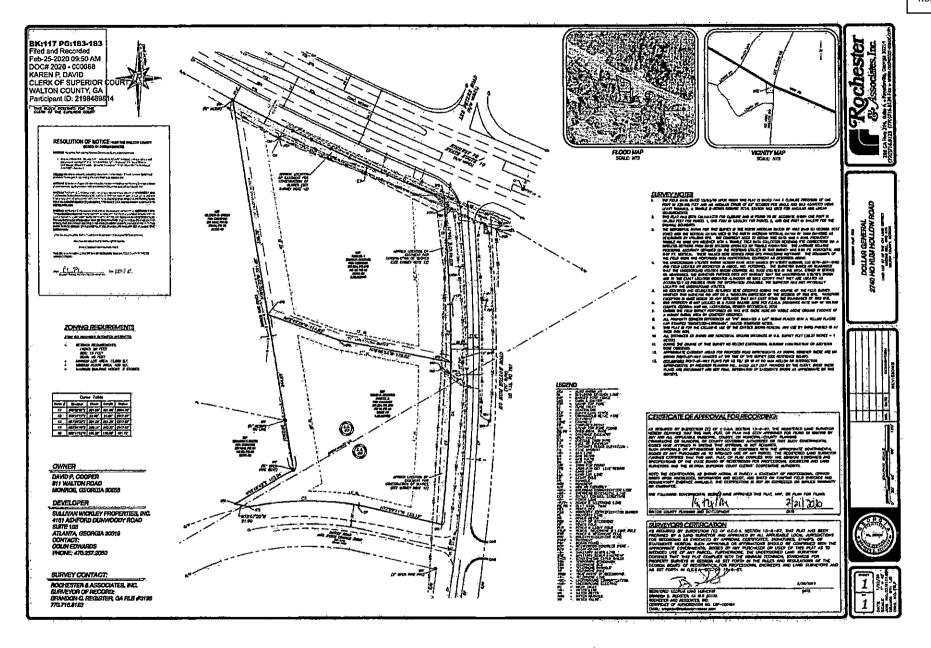
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CONCEPT PLAN A FOR:

This drowing and any permitted reproductions, in whole or part, and the suite property of CM

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## AN ORDINANCE OF WALTON COUNTY, GEORGIA OA25-0356

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 10/01/2025.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 04/01/2025.

First Public Hearing 11/4/2025 - Amendment to Impact Fee Ordinance

Second Public Hearing 12/2/2025 - Final Adoption of Impact Fee Ordinance Amendment

Approved by the Walton County Board of Commissioners on this 2nd day of December, 2025.

David G Thompson, Chairman Walton County Board of Commissioners Walton County, Georgia

Attest:

Rhonda Hawk, County Clerk Board of Commissioners Walton County, Georgia Charles Ferguson County Attorney Walton County, Georgia

# Amendment to Impact Fee Ordinance

# **Section 11 Periodic Review and Amendments**

### Periodic Review and Amendments.

#### Amendments.

This Ordinance may be amended from time to time as deemed appropriate or desirable. Any such amendment to this Ordinance, including an amendment to the development impact fee schedule attached hereto as Attachment A, shall require 2 duly notice public hearings. follow the procedures for adoption of an ordinance imposing a development impact fee as set out and required under the Georgia Development Impact Fee Act (O.C.G.A. 36-71-1 et seq. as amended).

Land Use	L	Library		Parks & Recreation		Animal Control		Law Enforcement		Fire Rescue		EMS		E-911		tal Impact Fee	per
Residential								_		_							
Single-Family Detached Housing	\$	381.82	\$	1,504.73	\$	163.48	\$	643.73	\$	757.22	\$	163.91	\$	20.67		3,635.57	dwelling
Apartment	\$	381.53	\$	1,504.73	\$	163.48	\$	643.73	\$	757.22	\$	163.91	\$	20.67		3,635.28	dwelling
Residential Condominium/Townhouse	\$	381.53	\$	1,504.73	\$	163.48	\$	643.73	\$	757.22	\$	163.91	\$	20.67	\$	3,635.28	dwelling
Port and Terminal																	
Intermodal Truck Terminal	\$	-	\$	-	\$	_	\$	0.35	\$	0.41	\$	0.09	\$	0.01	\$	0.87	square foot
Industrial/Agricultural																	
General Light Industrial	\$	-	\$	-	\$	-	\$	0.57	\$	0.68	\$	0.15	\$	0.02	\$	1.41	square foot
General Heavy Industrial	\$	-	\$	-	\$	-	\$	0.46	\$	0.54	\$	0.12	\$	0.01	\$	1.12	square foot
Manufacturing	\$	-	\$	-	\$	_	\$	0.45	\$	0.52	\$	0.11	\$	0.01	\$	1.10	square foot
Warehousing	\$	-	\$	-	\$	-	\$	0.23	\$	0.27	\$	0.06	\$	0.01	\$	0.56	square foot
Mini-Warehouse	\$	-	\$	-	\$	=	\$	0.02	\$	0.02	\$	0.00	\$	0.00	\$	0.05	square foot
High-Cube Warehouse	\$	-	\$	-	\$	-	\$	0.02	\$	0.02	65	0.00	\$	0.00	\$	0.05	square foot
Lodging											L						
Hotel or Conference Motel	\$	-	\$	<u>-</u>	\$		\$	141.72	\$	166.70	\$	36.08	\$	4.55	\$	349.06	room
All Suites Hotel	\$	-	\$	-	\$	-	\$	124.37	\$	146.30	\$		\$	3.99	\$	306.33	room
Motel	\$		\$	-	\$	-	\$	109.32	\$	128.60	\$	27.84	\$	3.51	\$	269.27	room
Recreational												<u></u>					square foot
Golf Course	\$	-	\$	-	\$	<u> </u>	\$	61.10	\$	71.87	\$	15.56	\$	1.96	<u> </u>	150.48	acre
Bowling Alley	\$	-	\$	- <u>-</u>	\$	-	\$	0.25	\$	0.29	\$	0.06	\$		\$		square foot
Movie Theater	\$	-	\$	-	\$	-	\$	0.37	\$		\$	0.09	\$	0.01	\$		square foot
Arena	\$	-	\$		\$	_	\$	829.07	\$		\$	211.09	\$	26.61	-	2,042.00	acre
Amusement Park	\$	-	\$	=	\$	-	\$	2,262.30	\$	2,661.15	\$	576.02	\$	72.60	\$	5,572.07	асге
Tennis Courts	\$	_	\$		\$		\$	60.67	\$		\$	15.45	\$	1.95	\$		acre
Racquet/Tennis Club	\$	-	\$	-	\$	-	\$	0.08	\$	0.09	\$		\$	0.00	\$		square foot
Health/Fitness Center	\$	-	\$	-	\$	-	\$	0.18	\$	0.21	\$	0.04	\$	0.01	\$		square foot
Recreational Community Center	\$		\$		\$	-	\$	0.31	\$	0.36	\$	0.08	\$	0.01	\$	0.76	square foot
Institutional																	<u> </u>

Private Elementary School	\$	-	\$ -	\$	-	\$ 0.24	\$ 0.29	\$ 0.06	\$	0.01	\$	0.60	square foot
Private High School	\$	-	\$ -	\$	-	\$ 0.16	\$ 0.19	\$ 0.04	\$	0.01	\$	0.40	square foot
Church/Place of Worship	\$_	-	\$ -	\$	-	\$ 0.09	\$ 0.10	\$ 0.02	<b>\$</b> \$	0.00	\$	0.21	square foot
Day Care Center	\$	-	\$ -	\$	-	\$ 0.70	\$ 0.82	\$ 0.18	\$	0.02	63	1.73	square foot
Cemetery	\$	-	\$ -	\$	-	\$ 20.25	\$ 23.83	\$ 5.16	\$	0.65	64	49.89	acre
Medical									-				
Hospital	\$	-	\$ -	\$	-	\$ 0.73	\$ 0.86	\$ 0.19	\$	0.02	\$	1.80	square foot
Nursing Home	\$	-	\$ -	\$	-	\$ 0.58	\$ 0.68	\$ 0.15	\$	0.02	\$	1.43	square foot
Clinic	\$	-	\$ -	\$	-	\$ 0.98	\$ 1.15	\$ 0.25	\$	0.03	\$	2.41	square foot
Office				ı									
General Office Building	\$	-	\$ -	\$		\$ 0.83	\$ 0.97	\$ 0.21	\$	0.03	\$	2.04	square foot
Corporate Headquarters Building	\$	-	\$ -	\$	-	\$ 0.85	\$ 1.00	\$ 0.22	\$	0.03	\$	2.10	square foot
Single-Tenant Office Building	\$	_	\$ -	\$	-	\$ 0.78	\$ 0.92	\$ 0.20	\$	0.03	\$	1.93	square foot
Medical-Dental Office Building	\$	-	\$ -	\$	-	\$ 1.01	\$ 1.19	\$ 0.26	\$	0.03	\$	2.48	square foot
Research and Development Center	\$	-	\$ -	\$	-	\$ 0.73	\$ 0.86	\$ 0.19	\$	0.02	\$	1.79	square foot
Business Park	\$	-	\$ -	\$	-	\$ 0.77	\$ 0.90	\$ 0.20	\$	0.02	\$	1.89	square foot
Retail											_		
Building Materials and Lumber Store	\$	-	\$ -	\$	-	\$ 0.35	\$ 0.41	\$ 0.09	\$	0.01	\$	0.86	square foot
Free-Standing Discount Superstore	\$	-	\$ -	\$	-	\$ 0.24	\$ 0.28	\$ 0.06	\$	0.02	\$	0.60	square foot
Variety Store	\$	-	\$ -	\$	-	\$ 0.24	\$ 0.28	\$ 0.06	\$	0.01	\$	0.59	square foot
Free-Standing Discount Store	\$	-	\$ -	\$	-	\$ 0.49	\$ 0.58	\$ 0.13	\$	0.02	\$	1.23	square foot
Hardware/Paint Store	\$	-	\$ -	\$	-	\$ 0.24	\$ 0.28	\$ 0.06	\$	0.01	\$	0.60	square foot
Nursery (Garden Center)	\$	-	\$ -	\$	-	\$ 0.78	\$ 0.91	\$ 0.20	\$	0.01	\$	1.90	square foot
Nursery (Wholesale)	\$	-	\$ -	\$	-	\$ 0.41	\$ 0.49	\$ 0.11	\$	0.01	\$	1.02	square foot
Shopping Center	\$	-	\$ -	\$	-	\$ 0.42	\$ 0.49	\$ 0.11	\$	0.02	\$	1.03	square foot
Factory Outlet Center	\$	-	\$ -	\$	-	\$ 0.42	\$ 0.49	\$ 0.11	\$	0.01	\$	1.02	square foot
Specialty Retail Center	\$	-	\$ -	\$	_	\$ 0.49	\$ 0.58	\$ 0.13	\$	0.01	\$	1.21	square foot
Retail Continued													
Automobile Sales	\$	-	\$ -	\$	-	\$ 0.38	\$ 0.45	\$ 0.10	\$	0.01	\$	0.93	square foot
Auto Parts Store	\$	-	\$ -	\$	-	\$ 0.24	\$ 0.28	\$ 0.06	\$	0.01	\$	0.59	square foot
Tire Store	\$	-	\$ -	\$	-	\$ 0.32	\$ 0.37	\$ 0.08	\$	0.01	\$	0.78	square foot

Tire Superstore	\$	-	\$	-	\$ 	\$ 0.32	\$ 0.37	\$ 0.08	\$ 0.01	\$	0.78	square foot
Supermarket	\$	-	\$	-	\$ -	\$ 0.29	\$ 0.34	\$ 0.07	\$ 0.01	\$	0.71	square foot
Convenience Market (Open 24 Hours)	\$	-	\$	-	\$ -	\$ 0.45	\$ 0.53	\$ 0.11	\$ 0.01	\$_	1.10	square foot
Convenience Market with Gas Pumps	\$	-	\$	-	\$ 	\$ 0.45	\$ 0.53	\$ 0.11	\$ 0.01	\$	1.10	square foot
Discount Supermarket	\$	_	\$	-	\$ -	\$ 0.56	\$ 0.66	\$ 0.14	\$ 0.02	\$	1.38	square foot
Wholesale Market	\$	-	\$	-	\$ -	\$ 0.20	\$ 0.24	\$ 0.05	\$ 0,01	\$	0.50	square foot
Discount Club	\$	-	\$	-	\$ _	\$ 0.32	\$ 0.38	\$ 0.08	\$ 0.01	\$	0.80	square foot
Home Improvement Superstore	\$		\$	-	\$ -	\$ 0.24	\$ 0.28	\$ 0.06	\$ 0.01	\$	0.59	square foot
Electronics Superstore	\$	-	\$	-	\$ -	\$ 0.24	\$ 0.28	\$ 0.06	\$ 0.01	\$_	0.59	square foot
Apparel Store	\$	-	\$	-	\$ -	\$ 0.42	\$ 0.49	\$ 0.11	\$ 0.01	\$	1.02	square foot
Department Store	\$		\$	-	\$ -	\$ 0.49	\$ 0.58	\$ 0.13	\$ 0.02	\$	1.21	square foot
Pharmacy/Drugstore	\$	-	\$	-	\$ -	\$ 0.42	\$ 0.49	\$ 0.11	\$ 0.01	\$	1.02	square foot
Furniture Store	\$	-	\$	-	\$ -	\$ 0.10	\$ 0.12	\$ 0.03	\$ 0.00	\$	0.25	square foot
Services												
Drive-in Bank	\$	-	\$	-	\$ -	\$ 1.19	\$ 1.40	\$ 0.30	\$ 0.04	\$	2.93	square foot
Quality Restaurant	\$	_	\$	-	\$ -	\$ 1.86	\$ 2.18	\$ 0.47	\$ 0.06	\$	4.57	square foot
High-Turnover (Sit-Down) Restauant	\$	-	\$	-	\$ -	\$ 1.86	\$ 2.18	\$ 0.47	\$ 0.06	\$	4.57	square foot
Fast-Food Restaurant	\$	-	\$	-	\$ -	\$ 2.71	\$ 3.19	\$ 0.69	\$ 0.09	\$	6.68	square foot
Quick Lubrication Vehicle Shop	\$	-	\$	-	\$ -	\$ 522.37	\$ 614.46	\$ 133.00	\$ 16.76	\$ 1	1,286.59	service bay
Gasoline/Service Station	\$	-	\$	-	\$ -	\$ 39.80	\$ 46.82	\$ 10.13	\$ 1.28	\$	98.03	pump
Gasoline Station w/Convenience Mkt	\$	-	\$		\$ •	\$ 53.73	\$ 63.20	\$ 13.68	\$ 1.72	\$	132.34	pump
Self-Service Car Wash	\$	-	\$	-	\$ -	\$ 49.75	\$ 58.52	\$ 12.67	\$ 1.60	\$	122.53	stall
"Square foot" means square foot of gr	oss buil	ding fl	oor a	rea.		 				-	··	

#### October 7, 2025

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, October 7, 2025 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Amarie Warren, Pete Myers, Timmy Shelnutt, Lee Bradford (via telephone), Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Charna Parker, Assistant Planning Director Kristi Parr 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**

Judge Bruce Wright performed the swearing in of Amarie Warren, District 1 Commissioner.

County Manager John Ward recognized John Timothy Lyle, Investigator, on his retirement.

#### **MEETING OPENING**

Chairman Thompson called the meeting to order at 6:06 p.m. and led the Pledge of Allegiance. Commissioner Shelnutt gave the invocation.

#### ADOPTION OF AGENDA

Chairman Thompson asked that the agenda be amended removing Item 6.2 Impact Fee Advisory Committee and Item 9.1 Appointments to Walton County Hospital Authority.

Motion: Commissioner Adams made a motion to approve the agenda removing Item 6.2 and 9.1. Commissioner Shelnutt seconded the motion and all voted in favor.

#### **PROCLAMATIONS**

Chairman Thompson proclaimed the following: Lung Cancer Awareness Month (November), Retired Educators Day and Southern Metalcraft, 2025 Industry of the Year.

#### **DISCUSSION**

#### County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board.

#### PLANNING & DEVELOPMENT

Asst. Planning Director Krista Parr presented the Planning Commission recommendation.

Z-25-0283 - Rezone 3.90 acres from R1 to A to have animals and possibly sell them - Applicant:

<u>Carlos Barahona - Owners: Anita and Arash Panjwani and Cinthia Santos Diaz - property located at 2487 Johnson Road - Map/Parcel C0100016 - District 2</u>

Planning Commission recommended denial.

County Attorney Chip Ferguson opened the public hearing on the matter. C. J. Hipp-Barros spoke on behalf of the applicant. Mr. Barahona would like to keep chickens on the property. Ms. C. J. Hipp-Barros stated that she is his neighbor and has no problem with the chickens. Lawrence Bowman spoke in opposition. He lives next door and said there were already at least 50 chickens on the property. Ryan Nesbit and Ralph Hester also spoke in opposition citing their concerns over property values and the area not being a farming community. Attorney Ferguson closed the public hearing on the matter.

Motion: Commissioner Myers made a motion, seconded by Commissioner Shelnutt to accept the Planning Commission recommendation to deny the rezone and give him 30 days to remove the chickens since it is not allowed in the current zoning. Commissioners Warren, Myers, Shelnutt, Bradford, Adams and Dixon voted in favor of the motion. Chairman Thompson opposed the motion. The motion carried 6-1.

#### ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of September 2, 2025 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25,000 or Greater
- 3. Declaration of Surplus
- **4.** VOCA Grant Renewal District Attorney's Office \$89,964.00
- **5.** Grant Application Firehouse Subs Walton Co. Fire Rescue for Digital Fire Extinguisher Training System \$14,632.00
- **6.** Acceptance of Grant for Juvenile Court \$99,673.00 Criminal Justice Coordinating Council for Children in Need of Services Truancy Intervention Program

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

#### **CONTRACTS**

#### IGA - Court Reporter Compensation - Alcovy Judicial Circuit

**Motion:** Commissioner Dixon made a motion, seconded by Commissioner Adams to approve the IGA with the Alcovy Judicial Circuit subject to final review by the County Attorney. All voted in favor.

Watch Systems, LLC - OffenderWatch Database - WCSO (subject to County Attorney review)

**Motion**: Commissioner Adams made a motion to approve the software agreement with Watch Systems, LLC subject to final review by the County Attorney. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

Proposal and Sales Agreement - Williams Fire Apparatus - Lease Purchase Agreement with Leasing 2, Inc. to finance and purchase Sutphen SPH100 Ladder Truck and Resolution authorizing the Chairman to enter into the Lease Purchase Agreement in the amount of \$2,131,822.99, for 5 Years - \$489,055.68 annual cost

Motion: Commissioner Adams made a motion to approve the Sales Agreement, Lease Purchase Agreement and Resolution authorizing Chairman Thompson to enter into the Lease Purchase Agreement with Leasing 2, Inc. to finance the purchase of a Sutphen Ladder Truck SPH100 in the total amount of \$2,131,922.99 from Williams Fire Apparatus, subject to review by the County Attorney. Commissioner Shelnutt seconded the motion and all voted in favor.

Georgia DOT Request for Financial Commitment (\$75,000) - Local Bridge Replacement - Dewey Hogan Road over W. Chickamauga Creek

**Motion:** Commissioner Shelnutt made a motion, seconded by Commissioner Adams to approve the funding in the amount of \$75,000. All voted in favor.

<u>Professional Services Agreement - Break the Cycle Counseling & Consulting, LLC - Grant Administration - Juvenile Court (subject to Co. Attorney review)</u>

**Motion:** Commissioner Shelnutt made a motion to approve the agreement with Break the Cycle Counseling & Consulting, LLC for grant administration for Juvenile Court subject to final review by the County Attorney. Commissioner Myers seconded the motion; voted and carried unanimously.

#### **PUBLIC COMMENT**

Jeremy Powers spoke during public comment.

#### **EXECUTIVE SESSION**

**Motion:** At 6:52 p.m., Commissioner Adams made a motion to enter into executive session to discuss economic development. Commissioner Shelnutt seconded the motion and all voted in favor.

Motion: At 7:26 p.m., Commissioner Dixon made a motion to return to regular session. Commissioner Shelnutt seconded the motion and all voted in favor. There were no votes taken in executive session.

#### **ADJOURNMENT**

**Motion:** Commissioner Warren made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:26 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

Department		Fund	Description	Payee	Amount
Sudget Year FY26					
		100	Premium for November 2025-For the Record	One America	\$ 46,056.2
		Various	Replenish Funds In Workers Comp-For the Record	Walton Co BOC	\$ 44,390.0
		Various	Replenish Funds in Health Benefits-For the Record	Walton Co Health Benefits Trust	\$ 500,000.
		Various	PTSD Insurance-For the Record	ACCG-IRMA PTSD Insurance	\$ 30,225.
aw					
	1530	100	General Legal Fees Sep 2025-For the Record	Atkinson Ferguson	\$ 26,250.
heriff					
	3300	100	Package DSR 2x-F Radar w/ Display	Applied Concepts, Inc.	\$ 48,454
	3300	100	Item APX 4500 Enhanced Car Radios	Motorola Solutions, Inc	\$ 66,852
	3300	100	Computers & Keyboards	Prologic Its, LLC	\$ 97,344
ail					
	3325	100	Specialty Care Overage for Inmate Medical	Correct Health	\$ 64,579
	3325	100	Inmate Meals-Sept	Kimble's Food By Design	\$ 75,587
	3325	100	Housed Out Inmates Aug	Washington Co BOC	\$ 37,570
plost 2013					
	3325.13	322	Engineering Services Aug-For the Record	McCarthy Barnsley II	\$ 523,717
	3325.13	322	Jail Access Road- For the Record	Precision Planning Inc	\$ 5,898
		322	Retainage Release for Temp Construction Rd- For the Record	E.R. Snell Contractor, Inc	\$ 52,031
		322	Partial Retention Release-For the Record	McCarthy Barnsley II	\$ 185,505
ail Bond 2021					
	3325.22	315	Transition Cost PSC-For the Record	Comprehensive Program Services	\$ 15,000
	3325.22	315	Public Safety Complex July-For the Record	Precision Planning Inc	\$ 116,097
	3325.22	315	Public Safety Complex August-For the Record	Precision Planning Inc	\$ 135,74

Roadways and Walkways

Department	Fund	Description	Payee		Amount
4220	100	Baker St & 78/SR 10 Improvements-For the Record	Summit Construction & Development	\$	552,809.02
Water					
4446	507	Water and Testing - For the Record	Cornish Creek Water Fund	\$	260,257.00
4446	507	Resupply Inventory for meters & vavles	Delta Municipal Supply Co. Inc.	\$	48,093.50
4446	507	Emergency Repair of Dual Underground Fuel Tank System	J.D. Gaddis Electrical Contr. Inc.	\$	28,700.00
Solid Waste Disposal					
4530	540	Tipping Fees-September	City of Monroe Public Works	\$	29,639.02
Parks & Rec Splost 2019					
6220.19	323	Construction Phase Oct 25-For the Record	Ascension Program Management, LLC	\$	5,265.00
6220.19	323	Professional Engineering-For the Record	Matrix Engineering Group Inc		800.00
6220.19	323	The Grove Park Construction Admin-For the Record	Precision Planning Inc.	\$	403.44
6220.19	323	Construction Services Sep-For the Record	Reeves Young, LLC	\$	1,247,138.87
PF Authority-WG Park					
6220.23	338	Construction Services Aug-For the Record	Reeves Young, LLC	\$	2,256,160.23
American Rescue Fund					
	257	Water Treatment Facility Sept-For the Record	Atkinson Ferguson LLC	\$	272.50
	257	Right of Way Appraisal Services-For the Record	BM&K Inc	\$	7,250.00
	257	Right of Way Acquisition Services-For the Record	BM&K Inc	\$	795.00
	257	Professional Engineer Sept-For the Record	Engineering Strategies Inc	\$	4,956.00
	257	Professional Engineer Sept-For the Record	Jacobs Engineering	\$	175,271.78
	257	HLC Management-For the Record	Precision Planning Inc.	\$	25,083.80
HLC Water Treatment Facility					
	504	Professional Engineering Aug 25-For the Record	Archer Western Construction	\$	2,198,134.06
	504	Professional Engineering Sep 25-For the Record	Archer Western Construction	\$	4,111,085.04
Hard Labor Creek					
4405	508	HLC O&M-For the Record	Atkinson Ferguson LLC	\$	235.00
4405	508	Daily Monitoring of Traps & Removal of Animals Sep25-For the Record	Alan D Barton	\$	2,500.00

Department	Fund	Description	Payee	Amount
44	05 <b>508</b>	HLC Clearing & Mowing-For the Record	GroundsMen LLC	\$ 8,814.00
44	05 <b>508</b>	HLC O&M-For the Record	Precision Planning Inc.	\$ 2,867.77
	508	HLC Apalachee River Intake-For the Record	Atkinson Ferguson LLC	\$ 210.00

\$13,038,042.13

#### Walton County Department Agenda Request

Department Name: Facilities/Risk Mgmt. Department Head/Representative: Hank Shirley Meeting Date Request: November 4, 2025 Has this topic been discussed at past meetings? No If so, When? **TOPIC: Surplus** Wording For Agenda: **Declaration of Surplus property** Informational Purposes Only Needs Action by Commissioners\* Yes This Request: \*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

Items released as County Surplus Property on 4th day of November, 2025

QTY	Dept. or ID #	DESCRIPTION (make/model/year if Applicable)	SERIAL / V.I.N. (if applicable)
1	Public Works	Stihl Backpack Blower	20174200090
1	Public Works	Hydraulic Filter Kubota	RD43162122
5	Public Works	18in Wiper Blade Trico #544/185c	ND43102122
1	Clerk of Court	Bizhub Coper	57BE09078
1	Clerk of Court	Bizhub Coper	31125256
1	Clerk of Court	Canon Faxphone	SPN32155
1	Juvenile	GBC Shredmaster	AL03246
1	Coroner	Mortuary Lift Ultimate	ALUJZ40

## REEVES YOUNG

September 19, 2025

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 #41 – Additional Installation of Irrigation System & Sod Prep (Between HWY 81 and Pickleball Courts)

The following change proposal pertains to the request from Walton County to install additional irrigation and sod preparation (Harley raking only) between the Pickleball Courts and HWY 81. Walton County will be self-performing the sod installation. As directed by Ascension PM & Walton County – to account for all additional costs, Walton County will utilize Unit Price #5 (Excavation of Unsatisfactory Material) as outlined in Exhibit B – Section C of the contract agreement. See the documentation below for further reference.

Description	Qty	Unit	Unit Price	Total
Visionscapes (Sod Prep/Sod Excluded & Irrigation) – Labor, Material & Equipment	1	LS	\$8,735.00	\$8,735.00
Total Subcontractor Cost	1	LS		\$8,735.00
Payment & Performance Bond	0.597	%	\$52.15	\$52.15
General Liability Insurance	0.811	%	\$70.84	\$70.84
Builders Risk Insurance	0.174	<b>%</b>	\$15.20	\$15.20
RY Overhead and Profit	10	%	\$873.50	\$873.50
TOTAL				\$9,746.69
Unit Price - #5 Excavation of Unsatisfactory Material and Replacement with Surge Stone	1	LS	(\$9,746.69)	(\$9,746.69)
TOTAL w/ Unit Prices			7	\$0.00

If you have any questions or require any additional information, please do not hesitate to contact us at (404) 503-5719 or via email at <a href="mailto:jvalerio@reevesyoung.com">jvalerio@reevesyoung.com</a>

Sincerely,

Reeves Young, LLC

Jose Valerio

**Project Engineer** 

45 Peachfree Industrial Blvd, Suite 200 Sugar Hill, GA 30518

770.271.1159 reevesyoung.com

**Approval** 

Lose Design (Architect of Record)

Signature:

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

10.15.2025 Date:

Walton County

Signature: \_

Reeves Young

Signature:





## THE GROVE - ADD PREPPING FOR SOD BY COUNTY & IRRIGATION (NEXT TO PICKLE BALL COURTS)

Loganville, GA

Date:

08/25/25

	Description	Quantity	Unit	Price	Amount Dollars
IRRIGATION	TO COVER NEW GRASSING BEHIND TENNIS COURTS				
	Added Irrigation	1	Lsum	\$ 6,785.00	\$ 6,785.00
	2 1.5" CONTROL VALVES 23 TURF ROTORS 140 2" CL 200 PVC MAIN LINE 2 DECODERS 140 14-2 DECODER CABLE	·			
PRE ONLY FOR SOD					
<u>PREP</u>	Prepping for Sod only	39,000	Sqft	\$ 0.05	\$ 1,950.00

Description Quantity Unit Price	Amount Dollars
IRRIGATION	\$ 6,785.00
PRE ONLY FOR SOD	\$ .1,950.00
Estimate Total	8,735.00

#### QUALIFICATIONS - INCLUSIONS/ EXCLUSIONS

Landscape

This is based on drawings provided BY LOSE DESIGN, SHEETS L200 / L211. DATED 3/15/24 Conforming Drawings.

The price includes labor, materials, and tax.

The warranty is for one (1) year except in the case of neglect, damage by others, inadequate maintenance, and 'Acts of God'.

The grade is to be within 1/10th of a foot of final grade.

ALL ITEMS NOT IRRIGATED DUE TO CHANGE IN THE IRRIGATION SYSTEM ARE NOT UNDER WARRANTY. ALL ADDITIONAL HAND WATERING DUE TO DELETION OF IRRIGATION IS A T&M ADDED COST.

#### PROJECT SPECIFIC ASSUMPTIONS:

BASED ON DRAWING BELOW HIGHLIGHTED IN RED

SODDING PROVIDED, INSTALLED, AND ROLLED BY OTHERS

#### PROJECT SPECIFIC EXCLUSIONS:

**Erosion control** 

Tree protection

Irrigation repairs

Traffic control/Lane Closures

Cranes for hoisting unless priced above

All Permits & Fees

Soil Amendments for sod areas not included

Hardscapes

Drains/drainage systems unless priced above

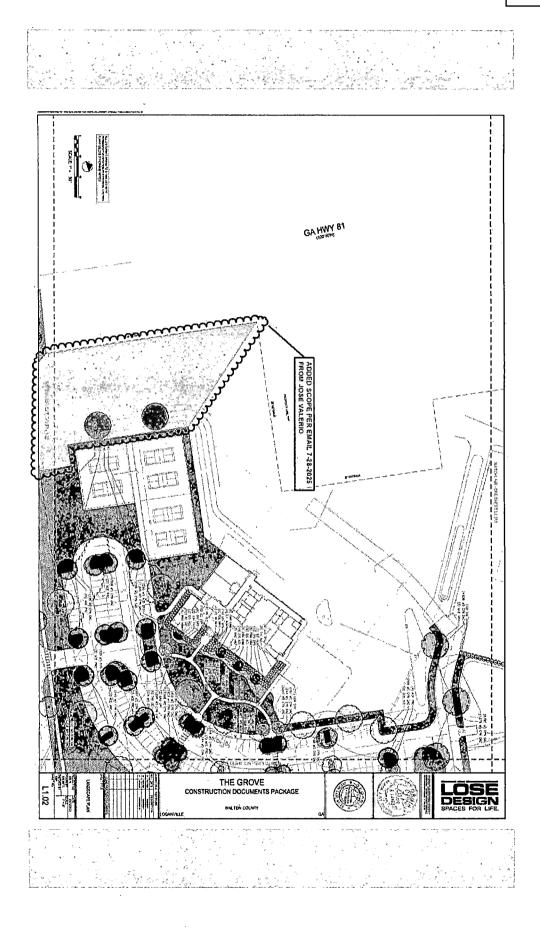
Biobarriers/edging/Root Barrier

Hydrovac'ing

#### General Conditions

All Proposals are good for 60 days of submittal date

ALL NOTES AND COMMENTS LISTED IN THIS PROPOSAL APPLY TOWARD THE CONTRACT.



#### Walton County Department Agenda Request

Department Name: EMA

Department Head/Representative: Carl Morrow

Meeting Date Request: 11/04/2025

Has this topic been discussed at past meetings? No

If so, When? N/A

TOPIC: GDOT TIME Taskforce Grant

Wording For Agenda: GDOT Time Taskforce Grant for \$17,715

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

\*What action are you seeking from the Commissioners? Approval

Department Comments/Recommendation: 100% grant no match required

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? No

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?N/A

Budget information attached? N/A

Comments: This is a 100% funded grant no match required. The goal of the Walton Emergency Management Agency, in regards to the TIM Team, is to develop a rapid response unit, which can be called out to any major incident involving an extended road closure or incident requiring the rerouting of traffic. We believe that initializing this function within the EMA will balance the needs of Law Enforcement, Fire/Rescue, EMS, and towing operators that may not individually have the equipment and resources. By acting in a similar fashion as the state's HERO and CHAMPS Units, we can equip a trailer with lane closure, detour management, incident communication, and personnel safety equipment that can be deployed and manned by any number of trained and assigned personnel. By specializing a TIM response unit, grant funded equipment can be maintained and put to best use under the concepts of current TIM Responder training and methods.

County Attorney Comments:

Chairman's Comments:

#### Walton County's Commitment to Traffic Incident Management

Walton County Emergency Management Agency (EMA) has demonstrated a strong and growing commitment to traffic incident management (TIM) through the establishment of the **Walton Traffic Incident Management Team (TIM Team)** in 2024. Recognizing the challenges posed by a growing population in an area that remains largely rural, Walton County EMA identified the need for a coordinated, multi-agency approach to address potential large-scale traffic incidents that could impact safety, commerce, and mobility throughout east Georgia.

Since its creation, the TIM Team has convened approximately six meetings, each open to all public safety agencies and towing operators within Walton County, as well as, the neighboring region. These meetings have provided a venue for collaboration, problem-solving, and shared learning. Training topics have included roadway safety, multi-agency coordination, and specialized response strategies. The meetings have not only strengthened professional relationships among partner agencies but also established a shared operational understanding that can be put into practice during real-world incidents.

Leadership of the Walton TIM Team is supported by the EMA's Deputy Director, who brings over 30 years of law enforcement experience, with a career focus on highway safety. His longstanding involvement with the **Georgia Department of Transportation (GDOT) TIME Task Force** since its inception, as well as his 20+ years of active participation with the **Governor's Office of Highway Safety**, ensure that Walton County's efforts align with best practices and statewide priorities.

In 2024, Walton County formally adopted the **Open Roads Policy**, underscoring its commitment to minimizing roadway closure times, preventing secondary incidents, and maintaining transportation productivity. While this policy was newly adopted, the county has long embraced the principle of quickly and safely clearing roadways after major incidents. By extending the TIM Team concepts to municipal partners and encouraging regional collaboration, Walton County has built a scalable system of traffic incident management that can expand as needed to meet the demands of large or complex events.

Walton County EMA's approach demonstrates both foresight and action—laying the foundation for a safer, more coordinated traffic incident response system that protects the traveling public, first responders, and the economic vitality of the region.

Walton County EMA has facilitated, in collaboration with Atkins/Realis (GDOT), approximately 6 meetings and training events. EMA has attended all of these meetings, and promoted participation by other agencies at each. The number of attendees have varied at each of these meetings and trainings, but have always included representation from law enforcement, Fire/Rescue, HAZMAT contractors, and towing operators. Efforts are currently being made to encourage more participation from municipal public safety agencies. Due to the historically rural

nature of this jurisdiction, resources are often shared amongst county, municipal, and state agencies; however, the rapidly evolving residential population and commercial industry activity have prompted more modern and large-scaled approaches to equipment, personnel, and training. The TIM Team approach has offered one avenue of introducing those training and operational concepts into multi-agency paradigms that have historically had lower experience with large-scale incidents than urban and metropolitan counterparts, especially on the expanding roadway systems throughout the county and region. This TIM Team is committed to providing continued training and collaborative opportunities by inviting regional subject matter experts, specialized instructors, online and in-person classes, and experience-based discussions at future meetings.

The goal of the Walton Emergency Management Agency, in regards to the TIM Team, is to develop a rapid response unit, which can be called out to any major incident involving an extended road closure or incident requiring the rerouting of traffic. We believe that initializing this function within the EMA will balance the needs of Law Enforcement, Fire/Rescue, EMS, and towing operators that may not individually have the equipment and resources. By acting in a similar fashion as the state's HERO and CHAMPS Units, we can equip a trailer with lane closure, detour management, incident communication, and personnel safety equipment that can be deployed and manned by any number of trained and assigned personnel. By specializing a

TIM response unit, grant funded equipment can be maintained and put to best use under the

Grant Total: \$17714.98

Items submitted for consideration:

- 1 7x16 Enclosed trailer
- 10 A-frame barricade legs
- 10 6' Reflective barricade beams
- 5 Job Site scene lights
- 5 LED Road Flare kits
- 12 Reflective traffic vests
- Streamlight Flashlights
- 250 Orange 28" Reflective traffic cones

concepts of current TIM Responder training and methods.

#### Change Order

PROJECT: (name and address)
Walton County Public Safety Complex
350 Georgia Ave
Monroe,Georgia 30655

OWNER: (name and address)
Walton County Board of Commissioners
111 South Broad Street
Monroe,Georgia 30655

CONTRACT INFORMATION:

Contract For: Construction Manager

Date: 03/01/2022

ARCHITECT: (name and address)
Precision Planning, Inc.
400 Pike Boulevard
Lawrenceville, Georgia 30046

CHANGE ORDER INFORMATION:

Change Order Number: 019

Date:08/28/2025

CONTRACTOR: (name and address)
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 #019 dated August 28th, 2025

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 857,207.00
The net change by previously authorized Change Orders	\$ 135,656,597.53
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 136,513,804.55
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 211,213.47
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 136,725,018.02
The Contract Time will be (increased) (decreased) (unchanged) by	( 0 ) 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.	McCarthy Barnsley, A Joint Venture II	Walton County
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE Sych	SIGNATURE	SIGNATURE
B. Kent Snyder II, AIA, NCARB PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
09 / 15 / 2025		10/1/2025
DATE	DATE	DAT <b>£</b> /

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.

Walton County Public Safety Complex Allowance Log 8/28/2025



		owance No.							PCCO-19 RFI #542: Steel Angle joints Support &	PCCO-19 Rework RPZ at CSI Lab and	PCCO-19 RFI #529 - Lighted Bollard Spec	PCCO-19 LVT direction in Admin		PCCO-19 Kitchen Steamer	PCCO-19	PCCO-19 Housing	PCCO-19 E2E	PCCO-19 RFI #569 - Multipurpose Rooms	PCCO-19 Sheriff Admin Wall Removal - Offices 213	PCCO-19 Fire Marshal	PCCO-19 RFI #578 - Intake Cells from EPT-1	PCCO-19 Loading Dock	PCCO-19 Staff Dining - Serving line	PCCO-19 Coroner Beauty	PCCO-19	PCCO-19 Grading around storm inlets
Cat. No.	Cat. Name	₹	Orig	inal Value	Curre	ent Value	Description	Notes	Housing	<b>Booster Piping</b>	Change	corridor	Sinks	Discontinued	Floor Paint	Downspouts	Insurance	Changes	& 214	Adds	to Iron Ore	Bumpers	power	Beads	Final Clean	ONLY
03000.2000.00.00	Foundation Over Excavation	1	\$	75,000.00	\$																					
31000.2000.00.00	Building Pad & Paving Over Excavation	2	\$	65,000.00	\$																					
31000.3000.00.00	Rock Excavation	3	\$	25,000.00	\$	-																				
31000.4000.00.00	Detention Pond De-Mucking	4	\$	20,000.00	S	376.10												\$ 15,623.90								
03000.4000.00.00	Concrete Scanning & Coring	5	\$	5,000.00	\$	-			CPS/PPI reviewed 5/22	CPS/PPI reviewed 5/22	CPS/PPI reviewed 5/22	CPS/PPI reviewed 5/22	CPS/PPI reviewed 6/11	CPS/PPI reviewed 6/11	CPS/PPI reviewed 7/14	Reviewed 7/23. RFI	CPS Reviewed 7/23	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending
01900.0956.00.00	Contingency		\$ 3,	364,895.00	\$	120.88			\$ 57,512.85	\$ 19,775.25	\$ 5,495.21	\$ 6,645.21	\$ 4,538.27	\$ 8,551.56	\$ 28,122.27	\$ 34,249.57	\$ 12,500.00	\$ -	\$ 9,361.81	\$ 9,713.85	\$ 3,222.24	\$ 1,491.37	\$ 4,924.78	\$ 2,666.35	\$ 35,000.00	\$ 12,922.22
	SUBTOTALS		\$ 3,	554,895.00	\$	496.98			\$ 57,512.85	\$ 19,775.25	\$ 5,495.21	\$ 6,645.21	\$ 4,538.27	\$ 8,551.56	\$ 28,122.27	\$ 34,249.57	\$ 12,500.00	\$ 15,623.90	\$ 9,361.81	\$ 9,713.85	\$ 3,222.24	\$ 1,491.37	\$ 4,924.78	\$ 2,666.35	\$ 35,000.00	\$ 12,922.22



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 #019: PCCO 019 - May June & July 2025 Changes

TO: Walton County FROM:

Board of Commison - Attn Donna Hawk111

South Broad St

Monroe, Georgia 30655

DATE CREATED: 5/23/2025 CREATED BY: Patrick Toomey (McCarthy Building Companies

Inc)

CONTRACT STATUS: Pending - In Review REVISION: 0

SCHEDULE IMPACT: 0 days

CONTRACT FOR: 1:Walton County Public Safety Complex TOTAL AMOUNT: \$211,213.47

#### **DESCRIPTION:**

A portion of the amount of this change order is to be credited against the GMP contingency (construction contingency), although according to the contract, this change order should have resulted in an increase to the GMP. McCarthy is agreeable to charging the GMP contingency for the owner's convenience in consideration of the owner's commitment that in the event the remaining funds in the GMP contingency are not adequate, the owner agrees to add back to the GMP contingency an amount equal to the amount of this change order.

#### ATTACHMENTS:

#### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO#	Title	Schedule Impact	Amount
151	PCO 151 - Privacy at Front Ornamental Fence	0 days	\$53,590.87
152	PCO 152 - RFI #542 - Precast to CMU security joints at Housing Exterior	0 days	\$0.00
153	PCO 153 - Admin CSI RPZ Relocation & Booster Pump Rework for Bullhead Tee	0 days	\$0.00
154	PCO 154 - Admin Owner Punch Changes	0 days	\$29,943.38
155	PCO 155 - Irrigation Repairs	0 days	\$2,685.68
156	PCO 156 - Housing & JS Gas Meter Enclosure	0 days	\$5,080.22
157	PCO 157 - WCPR 26 - Medical Changes   WCPR 027 - Dedication Plaques	0 days	\$20,312.88
158	PCO 158 - RFI #552 - Courthouse Card Reader Changes	0 days	\$36,937.26
159	PCO 159 - RFI #529 - Light Bollard Spec	0 days	\$0.00
160	PCO 160 - Kitchen Changes Finalization	0 days	(\$2,685.68)
161	PCO 161 - RFI #567: Additional Power & Confirmations for IT Equipment	0 days	\$12,588.28
162	PCO 162 - RFI #559: Air Compressor Piping & Hose Reels in Vehicle Processing (186)	0 days	\$10,526.77
163	PCO 163 - RFI #573 - Dayroom Floor Striping	0 days	\$0.00
164	PCO 164 - RFI #561: Housing - Mezzanine Break Area Millwork & Plumbing Clarification	0 days	\$0.00
165	PCO 165 - Housing Stairwell Door Fire Rating Change	0 days	\$29,976.40
166	PCO 166 - RFI #574: Site - Power for Courthouse Road Arm Gate	0 days	\$12,257.41
167	PCO 167 - RFI #569: Housing - Multipurpose Rooms 128 & 141 Changes	0 days	\$0.00
168	PCO 168 - RFI #582 - Housing Downspout Drainage	0 days	\$0.00
169	PCO 169 - Edge to Edge Insurance	0 days	\$0.00



170	PCO 170 - Sheriff's Admin - Remove Wall Between Offices 213 & 214	0 days	\$0.00
171	PCO 171 - Fire Marshal Adds   RFI's	0 days	\$0.00
172	PCO 172 - Coroner Beauty Beads	0 days	\$0.00
173	PCO 173 - Revised Grading around Two Housing Storm Inlets	0 days	\$0.00
		\$211,213.47	

#### **CHANGE ORDER LINE ITEMS:**

#### PCO # 151 : PCO 151 - Privacy at Front Ornamental Fence

#	Cost Code	Description	Туре	Amount
1	32310-32310.1000.00.00 - Fences & Gates SC	Privacy slats on gates	Subcontracts	\$35,911.05
2	32900-32900.1000.00.00 - Landscaping SC	Revised landscape for privacy at fence	Subcontracts	\$13,974.85
	Subtotal:		\$49,885.90	
	Sub Guard : 1.50% Includes Cost Type (1)		748.29	
	Bond: ≈ 0.56% Applies to All Line Items			282.54
		Insurance : 1	.35% Applies to All Line Items	687.38
	Fee: 3.85% Applies to All Line Items		1,986.76	
	Grand Total:		Grand Total:	\$53,590.87

#### PCO # 152 : PCO 152 - RFI #542 - Precast to CMU security joints at Housing Exterior

#	Cost Code	Description	Туре	Amount
1	10000-10000.1000.00.00 - McC Gen Wrks SC	Install steel angles	Subcontracts	\$31,085.74
2	07100-07100.1000.00.00 - Caulk/Waterproof SC	Remove and replace caulk	Subcontracts	\$22,306.00
3	01900-01900.0956.00.00 - Contingency		Allowances	(\$57,512.85)
4	09900-09900.1000.00.00 - Painting & Wallco SC	Paint steel	Subcontracts	\$3,271.17
			Subtotal:	(\$849.94)
		Sub Guard	: 1.50% Includes Cost Type (1)	849.94
		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	

#### PCO # 153 : PCO 153 - Admin CSI RPZ Relocation & Booster Pump Rework for Bullhead Tee

#	Cost Code	Description	Туре	Amount
1	22000-22000.1000.00.00 - Plumbing SC	Rework RPZ and Booster Pump Piping	Subcontracts	\$19,483.00
2	01900-01900.0956.00.00 - Contingency		Allowances	(\$19,775.25)
	Subtotal:		(\$292.25)	
	Sub Guard : 1.50% Includes Cost Type (1)		292.25	
	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



#### PCO # 154 : PCO 154 - Admin Owner Punch Changes

#	Cost Code	Description	Туре	Amount
1	09650-09650.1000.00.00 - Resilient Floor SC	Remove and replace 120 LF base and 600 SF LVT	Subcontracts	\$6,547.00
2	09900-09900.1000.00.00 - Painting & Wallco SC	Repainting Admin corridor soffits - Owner Change	Subcontracts	\$1,421.07
3	09900-09900.1000.00.00 - Painting & Wallco SC	Painting storage room 183 after it got taken out during V.E	Subcontracts	\$2,968.21
4	26000-26000.1000.00.00 - Electrical SC	Outlet & data drop rough-in	Subcontracts	\$6,791.00
5	09900-09900.1000.00.00 - Painting & Wallco SC	Paint drywall patching	Subcontracts	\$1,172.00
6	27000-27000.1000.00.00 - Communications	Pulling low voltage to added data drops	Subcontracts	\$7,000.00
7	26000-26000.1000.00.00 - Electrical SC		Subcontracts	\$452.00
8	27000-27000.1000.00.00 - Communications		Subcontracts	\$0.00
9	09900-09900.1000.00.00 - Painting & Wallco SC		Subcontracts	\$546.87
10	09220-09220.1000.00.00 - Drywall SC		Subcontracts	\$722.13
11	08800-08800.1000.00.00 - Glass & Glazing SC	Furnish and install film	Subcontracts	\$6,800.00
12	09900-09900.1000.00.00 - Painting & Wallco SC	Paint patched drywall	Subcontracts	\$0.00
13	26000-26000.1000.00.00 - Electrical SC	Install rough-in, overhead, and device out for added readers	Subcontracts	\$0.00
14	09220-09220.1000.00.00 - Drywall SC	Patch drywall	Subcontracts	\$0.00
15	11980-11980.1000.00.00 - Detention Equip SC	Furnish and testing 4 addtional card readers	Subcontracts	\$0.00
16	01100-01100.0126.00.00 - General Clean - Per	Recleans	Material	\$0.00
17	10000-10000.1000.00.00 - McC Gen Wrks SC	Furnish and install electrified hardware	Subcontracts	\$0.00
18	01900-01900.0956.00.00 - Contingency	GC Contingency for LVT changes	Allowances	(\$6,645.21)
			Subtotal:	\$27,775.07
		Sub Guard	: 1.50% Includes Cost Type (1)	516.30
Bond: ≈ 0.56% Applies to All Line Items			157.87	
Insurance : 1.35% Applies to All Line Items			384.06	
		Fee: 3	3.85% Applies to All Line Items	1,110.08
			Grand Total:	\$29,943.38

#### PCO # 155 : PCO 155 - Irrigation Repairs

#	Cost Code	Description Type		Amount	
1	32900-32900.1000.00.00 - Landscaping SC	Labor for repairs		Subcontracts	\$2,500.00
		Subtotal:		\$2,500.00	
	Sub Guard : 1.50% Includes Cost Type (1)		37.50		
	Bond: ≈ 0.56% Applies to All Line Items		14.16		
			Insurance : 1	.35% Applies to All Line Items	34.45
	Fee: 3.85% Applies to All Line Items		99.57		
				Grand Total:	\$2,685.68

#### PCO # 156 : PCO 156 - Housing & JS Gas Meter Enclosure

#	Cost Code	Description	Туре	Amount
1	01250-01250.0262.00.00 - Temp Fence	Fence enclosure for gas meters	Subcontracts	\$4,729.00
		Subtotal:		\$4,729.00
	Sub Guard : 1.50% Includes Cost Type (1)		70.94	
	Bond: ≈ 0.56% Applies to All Line Items		26.78	
		Insurance : 1	.35% Applies to All Line Items	65.16
	Fee: 3.85% Applies to All Line Items		188.34	
			Grand Total:	\$5,080.22



#### PCO # 157 : PCO 157 - WCPR 26 - Medical Changes | WCPR 027 - Dedication Plaques

#	Cost Code	Description	Туре	Amount
1	09220-09220.1000.00.00 - Drywall SC	Install new wall in laundry	Subcontracts	\$2,263.78
2	10000-10000.1000.00.00 - McC Gen Wrks SC	Furnish & Install New Door and Hardware	Subcontracts	\$4,049.69
3	09900-09900.1000.00.00 - Painting & Wallco SC	Paint new wall	Subcontracts	\$1,016.14
4	10140-10140.1000.00.00 - Signage & Graphic SC	Added dedication plaques (6-week lead time)	Subcontracts	\$10,628.96
5	09220-09220.1000.00.00 - Drywall SC	Backing and drywall repair for signage	Subcontracts	\$950.00
			Subtotal:	\$18,908.57
		Sub Guard	: 1.50% Includes Cost Type (1)	283.63
		Bond: ≈ 0	.56% Applies to All Line Items	107.09
Insurance : 1.35% Applies to All Line Items		260.54		
Fee: 3.85% Applies to All Line Items			753.05	
Grand Total:			\$20,312.88	

#### PCO # 158 : PCO 158 - RFI #552 - Courthouse Card Reader Changes

#	Cost Code	Description	Туре	Amount
1	11980-11980.1000.00.00 - Detention Equip SC	Courthouse Card Reader Adds per RFI #552	Subcontracts	\$35,707.40
		Subtotal:		\$35,707.40
	Sub Guard : 1.50% Includes Cost Type (1)		535.61	
	Bond: ≈ 0.56% Applies to All Line Items		202.24	
	Insurance : 1.35% Applies to All Line Items		.35% Applies to All Line Items	492.01
	Fee: 0.00% Applies to All Line Items		0.00	
			Grand Total:	\$36,937.26

#### PCO # 159 : PCO 159 - RFI #529 - Light Bollard Spec

#	Cost Code	Description	Туре	Amount
1	26000-26000.1000.00.00 - Electrical SC	Lighted Bollards	Subcontracts	\$5,414.00
2	01900-01900.0956.00.00 - Contingency		Allowances	(\$5,495.21)
	Subtotal:		(\$81.21)	
	Sub Guard : 1.50% Includes Cost Type (1)			81.21
	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

#### PCO # 160 : PCO 160 - Kitchen Changes Finalization

#	Cost Code	Description	Туре	Amount
1	11400-11400.1000.00.00 - Food Serv Equip SC	Remove oven shroud	Subcontracts	(\$2,500.00)
2	11400-11400.1000.00.00 - Food Serv Equip SC	New steamer	Subcontracts	\$23,921.99
3	11400-11400.1000.00.00 - Food Serv Equip SC	Credit for old steamer restocking	Subcontracts	(\$15,496.81)
4	01900-01900.0956.00.00 - Contingency		Allowances	(\$8,551.56)
	Subtotal:		Subtotal:	(\$2,626.38)
		Sub Guard	: 1.50% Includes Cost Type (1)	88.88
		Bond: ≈ 0	.56% Applies to All Line Items	(14.16)
		Insurance : 1	.35% Applies to All Line Items	(34.45)
Fee: 3.85% Applies to All Line Items		(99.57)		
			Grand Total:	(\$2,685.68)



#### PCO # 161 : PCO 161 - RFI #567: Additional Power & Confirmations for IT Equipment

#	Cost Code	Description	Туре	Amount
1	26000-26000.1000.00.00 - Electrical SC	Provide conduit, wiring, boxes for IT equip	Subcontracts	\$11,718.00
		Subtotal:		\$11,718.00
	Sub Guard : 1.50% Includes Cost Type (1)		175.77	
	Bond: ≈ 0.56% Applies to All Line Items		66.37	
		Insurance : 1	.35% Applies to All Line Items	161.46
	Fee: 3.85% Applies to All Line Items		466.68	
			Grand Total:	\$12,588.28

#### PCO # 162 : PCO 162 - RFI #559: Air Compressor Piping & Hose Reels in Vehicle Processing (186)

#	Cost Code	Description	Туре	Amount
1	22000-22000.1000.00.00 - Plumbing SC	Added 160' of 1" copper piping and 3 hose reels for air compressor in Admin VP	Subcontracts	\$9,799.00
	Subtotal:		\$9,799.00	
	Sub Guard : 1.50% Includes Cost Type (1)			146.99
	Bond: ≈ 0.56% Applies to All Line Items			55.50
	Insurance : 1.35% Applies to All Line Items		135.02	
	Fee: 3.85% Applies to All Line Items		390.26	
	Grand Total:		\$10,526.77	

#### PCO # 163 : PCO 163 - RFI #573 - Dayroom Floor Striping

#	Cost Code	Description	Туре	Amount
1 1	09900-09900.1000.00.00 - Painting & Wallco SC		Subcontracts	\$27,706.67
2	01900-01900.0956.00.00 - Contingency		Allowances	(\$28,122.27)
	Subtotal:		(\$415.60)	
	Sub Guard : 1.50% Includes Cost Type (1)		415.60	
		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

#### PCO # 164 : PCO 164 - RFI #561: Housing - Mezzanine Break Area Millwork & Plumbing Clarification

#	Cost Code	Description	Туре	Amount
1	06400-06400.1000.00.00 - Arch Woodwork SC	Modify millwork	Subcontracts	\$4,471.20
2	01900-01900.0956.00.00 - Contingency		Allowances	(\$4,538.27)
	Subtotal:		(\$67.07)	
	Sub Guard : 1.50% Includes Cost Type (1)		67.07	
	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

#### PCO # 165 : PCO 165 - Housing Stairwell Door Fire Rating Change

#	Cost Code	Description	Туре	Amount
1	11980-11980.1000.00.00 - Detention Equip SC	Replace 6 doors for 60-min rated in lieu of 45-min	Subcontracts	\$27,904.00
			Subtotal:	\$27,904.00
	Sub Guard : 1.50% Includes Cost Type (1)		418.56	
	Bond: ≈ 0.56% Applies to All Line Items			158.04
		Insurance : 1	.35% Applies to All Line Items	384.49
	Fee: 3.85% Applies to All Line Items		1,111.31	
			Grand Total:	\$29,976.40



#### PCO # 166: PCO 166 - RFI #574: Site - Power for Courthouse Road Arm Gate

#	Cost Code	Description	Туре	Amount
1	26000-26000.1000.00.00 - Electrical SC	Power to arm gates fed from Courthouse	Subcontracts	\$11,410.00
	Subtotal:		\$11,410.00	
	Sub Guard : 1.50% Includes Cost Type (1)		171.15	
	Bond: ≈ 0.56% Applies to All Line Items		.56% Applies to All Line Items	64.62
		Insurance : 1	.35% Applies to All Line Items	157.22
	Fee: 3.85% Applies to All Line Items		454.42	
			Grand Total:	\$12,257.41

#### PCO # 167 : PCO 167 - RFI #569: Housing - Multipurpose Rooms 128 & 141 Changes

#	Cost Code	Description	Туре	Amount
1	26000-26000.1000.00.00 - Electrical SC		Subcontracts	\$12,318.00
2	27000-27000.1000.00.00 - Communications		Subcontracts	\$1,200.00
3	09900-09900.1000.00.00 - Painting & Wallco SC	Paint touch up	Subcontracts	\$1,100.00
4	04200-04200.1000.00.00 - Masonry SC	Block touch up	Subcontracts	\$775.00
5	31000-31000.4000.00.00 - Mucking Dent Pond		Allowances	(\$15,623.90)
			Subtotal:	(\$230.90)
		Sub Guard	: 1.50% Includes Cost Type (1)	230.90
		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		.85% Applies to All Line Items	(0.00)	
Grand Total:		\$0.00		

#### PCO # 168 : PCO 168 - RFI #582 - Housing Downspout Drainage

#	Cost Code	Description	Туре	Amount
1	23000-23000.1000.00.00 - HVAC SC	Condensate reroute on Housing NE corner	Subcontracts	\$9,843.42
2	32900-32900.1000.00.00 - Landscaping SC	Piping install at 13 downspouts	Subcontracts	\$23,900.00
3	01900-01900.0956.00.00 - Contingency		Allowances	(\$34,249.57)
	Subtotal:		(\$506.15)	
	Sub Guard : 1.50% Includes Cost Type (1)		: 1.50% Includes Cost Type (1)	506.15
		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

#### PCO # 169 : PCO 169 - Edge to Edge Insurance

#	Cost Code	Description	Туре	Amount
1	07500-07500.0000.00.00 - Membrane Roofing	Subcontrac	acts	\$12,500.00
2	01900-01900.0956.00.00 - Contingency	Allowances	es	(\$12,687.50)
	Subtotal:		(\$187.50)	
	Sub Guard : 1.50% Includes Cost Type (1)			187.50
	Bond: ≈ 0.56% Applies to All Line Items		lies to All Line Items	0.00
		Insurance : 1.35% Applie	lies to All Line Items	0.00
	Fee: 3.85% Applies to All Line Items		0.00	
	Grand Total:		\$0.00	



#### PCO # 170 : PCO 170 - Sheriff's Admin - Remove Wall Between Offices 213 & 214

#	Cost Code	Description	Туре	Amount
1	09220-09220.1000.00.00 - Drywall SC	Demo old metal stud wall and install new sheetrock soffit	Subcontracts	\$3,843.07
2	26000-26000.1000.00.00 - Electrical SC	Relocate one receptacle to the south wall and remove one receptacle. Relocate data rough-in to south wall	Subcontracts	\$985.00
3	27000-27000.1000.00.00 - Communications	Terminate wire at new data outlet location	Subcontracts	\$0.00
4	09900-09900.1000.00.00 - Painting & Wallco SC	Re-paint north and south wall of the room and paint new soffit	Subcontracts	\$2,345.39
5	09650-09650.1000.00.00 - Resilient Floor SC	Remove and replace carpet tile in whole room	Subcontracts	\$1,200.00
6	10000-10000.1000.00.00 - McC Gen Wrks SC	Clean room & Protect finishes. Remove and replace door for protection & access.	Subcontracts	\$850.00
7	01900-01900.0956.00.00 - Contingency		Allowances	(\$9,361.81)
			Subtotal:	(\$138.35)
		Sub Guard	: 1.50% Includes Cost Type (1)	138.35
	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

#### PCO # 171 : PCO 171 - Fire Marshal Adds | RFI's

#	Cost Code	Description	Туре	Amount
1	03000-03000.1000.00.00 - Concrete SC	Added concrete pads/steps & bollards	Subcontracts	\$6,008.17
2	10000-10000.1000.00.00 - McC Gen Wrks SC	Furnish and Install Extinguishers	Subcontracts	\$1,040.13
3	10140-10140.1000.00.00 - Signage & Graphic SC	FDC Signage	Subcontracts	\$2,082.00
4	09900-09900.1000.00.00 - Painting & Wallco SC	Paint 4 bollards	Subcontracts	\$440.00
5	09900-09900.1000.00.00 - Painting & Wallco SC	Paint Intake Cells Doors and Frames and Intake Handrails Iron Ore	Subcontracts	\$2,997.43
6	10000-10000.1000.00.00 - McC Gen Wrks SC		Subcontracts	\$1,469.33
7	26000-26000.1000.00.00 - Electrical SC	Run new power feed overhead	Subcontracts	\$3,827.00
8	09620-09620.1000.00.00 - Special Flooring SC	Patch flooring	Subcontracts	\$1,025.00
9	01900-01900.0956.00.00 - Contingency		Allowances	(\$19,172.40)
			Subtotal:	(\$283.34)
		Sub Guard	: 1.50% Includes Cost Type (1)	283.34
	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

#### PCO # 172 : PCO 172 - Coroner Beauty Beads

#	Cost Code	Description	Туре	Amount
1 1	07100-07100.1000.00.00 - Caulk/Waterproof SC	Added beauty beads around storefront and windows	Subcontracts	\$2,627.93
2	01900-01900.0956.00.00 - Contingency		Allowances	(\$2,667.35)
	Subtotal:		(\$39.42)	
	Sub Guard : 1.50% Includes Cost Type (1)			39.42
		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	







#### PCO # 173: PCO 173 - Revised Grading around Two Housing Storm Inlets

#	Cost Code	Description	Туре	Amount
1	31000-31000.0000.00.00 - Earthwork	Mobilize equipment, haul and grade new spot elevations. Clean fire lane.	Subcontracts	\$12,731.25
2	01900-01900.0956.00.00 - Contingency		Allowances	(\$12,922.22)
	Subtotal:		(\$190.97)	
	Sub Guard : 1.50% Includes Cost Type (1)		190.97	
	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

\$135,656,597.53

The contract sum prior to this Change Order was

\$136,513,804.53

The contract sum would be changed by this Change Order in the amount of

\$211,213.47

The new contract sum including this Change Order will be

\$136,725,018.00

137

The contract time will not be changed by this Change Order by 0 days.

**Walton County** 

Board of Commison - Attn Donna Hawk111 South Broad St Monroe, Georgia 30655

SIGNATURE DATE SIGNATURE DATE DATE

# MEMORANDUM OF AGREEMENT BY AND BETWEEN GEORGIA DEPARTMENT OF TRANSPORTATION AND WALTON COUNTY FOR RIGHT OF WAY

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_\_ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and <u>WALTON COUNTY</u>, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. <u>0020150 - DEWEY HOGAN ROAD at BEAVERDAM CREEK, 3.5 MI SE OF BOLD SPRINGS</u> (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

**NOW THEREFORE**, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.

#### 2. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT

- a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of seventy-five thousand dollars (\$75,000.00) to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
- b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation P.O. Box 932764 Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

#### 3. COMPLIANCE WITH APPLICABLE LAWS.

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the ""Drug Free Workplace Act"" have been complied with in full, as stated in Appendix A of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state

and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

#### 4. MISCELLANEOUS

a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

#### GEORGIA DEPARTMENT OF TRANSPORTATION

Attn: Neoma Walker

Title: Bridge Program Manager Address: 600 West Peachtree NW,

Atlanta, GA 30308 Phone: 404-985-1545 Email: nwalker@dot.ga.gov

#### WALTON COUNTY

Attn: David Thompson Title: Chairman, WCBOC

Address: 111 5. Broad St. 30655

Phone: 776-267-1301

Email: davida. Thomason co. walton. ga.us

- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

i. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES TO FOLLOW]

**IN WITNESS WHEREOF**, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF	WALTON COUNTY
TRANSPORTATION	
Ву:	By: _ ware of Korgon
Name: Russell McMurry	Name: David G. Thompson
Title: Commissioner	Title: Chairman
Attest: Name: Title:	Name: Rhonda Hawk Title: Co. Clerk
	This Agreement approved by Local Government, the
	FFIN: 58-1000902.

## APPENDIX A CERTIFICATION OF LOCAL GOVERNMENT DRUG FREE WORKPLACE

whose address is III S. Broad St. Monroe GA 30655 and it is also certified that:

- 1. The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia Annotated, relating to the ""Drug Free Workplace Act"" have been complied with in full; and
- 2. A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
- 3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification:

""As	part	of	the	subcontracting	agreement	with	
				_,			certifies to the LOCAI
GOVE	RNMEN	T tha	t a dru	g free workplace	will be provid	ed for th	ne subcontractor's employees
during	the pe	rform	ance o	f this contract purs	suant to paragi	raph (7) c	of subsection (b) of the Officia
Code	of Georg	gia Ar	notate	d Section 50 24 3"	"; and		

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

10 30 25

Date

Signature

lame: 10 Und G.

Title: Chairman

## APPENDIX B CERTIFICATION OF COMPLIANCES WITH STATE AUDIT REQUIREMENT

۱ŀ	nereby	certify that I	am a principal a	nd duly author	rized representative of	Watton Co.	BOC	whose address
is	1115	Broad St	Monroe GA	30655	and it is als	o certified that	:	

#### I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the Agreement period:

(a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

#### II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

#### III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning and Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the Agreement period.

	Jana & Thomas
Date	Signature
	Name: David G. Thompson Title: Chairman

### Appendix C GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	WALTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	DEWEY HOGAN ROAD at BEAVERDAM CREEK, 3.5 MI SE OF BOLD SPRINGS

#### **CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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	7/19/2007
Federal Work Authorization User Identification Number	Date of Authorization
(EEV/E-Verify Company Identification Number)	
Walton County Boc	
Name of Contractor	
I hereby declare under penalty of perjury that the	
foregoing is true and correct	
David G. Thompson	Chairman
Printed Name (of Authorized Officer or Agent	Title (of Authorized Officer or Agent of Contractor)
of Contractor)	10/30/2025
Signature (of Authorized Officer or Agent)	Date Šigned
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30th DAY OF October, 2005	ANONDA R HAMA
Notary Public	NO LARY SEALLO
My commission expires: 115/2029	ON COUNT

## CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent
Printed Name of Authorized Officer or Agent
Chairman Title of Authorized Officer or Agent
10/29 2025 Date

#### **RESOLUTION**

**WHEREAS**, the budgets of Walton County for Fiscal Year 2026 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on May 6, 2025, and

**WHEREAS**, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81, it is necessary to amend said budgets, now

**THEREFORE, BE IT RESOLVED** BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2026 budget to make changes to the Fiscal Year 2026 budget as presented in the attached summary schedule.

Adopted this 4 <sup>th</sup> day of November, 2025		
Chairman, David G. Thompson		
Attest:		
County Clerk Rhonda R. Hawk		

#### AMENDMENT SUMMARY November 2025 Agenda

- 1. Planning & Zoning 7400: Budget amendment to transfer expenditures for personnel in the amount of \$78,027.56 from Code Enforcement Department 7450 to Planning & Zoning Department 7400. This is moving funds from one position to another position. This transfer would have no effect on fund balance.
- 2. <u>EMA 3920:</u> Budget amendment to transfer expenditures in the amount of \$ 16,107.33 from R & M Service Agreement (52.2240) to Equipment (54.2500). This is being done to cover expenses for a DJI Drone and accessories for Public Safety use. This transfer would have no effect on fund balance.
- 3. <u>Tax Assessor 1552</u>: Budget amendment transfer Revenue (38.9020) Reimbursement Expenses in the amount of \$ 505.00 and Expenditures (52.3700) Education & Training by \$ 505.00. This would have no effect on fund balance.
- 4. Parks & Recreation 6220: Budget transfer to move funds in the amount of \$ 490.00 from (53.1100) General Supplies/Material to Vehicles (54.2200). This is being done to cover the additional funds on two vehicles purchased that were approved during FY2026 budget process. This transfer would have no effect on fund balance.
- 5. <u>Tax Commissioner 1545:</u> Budget amendment to increase Revenue (38.9020) Reimbursement Expenses in the amount of \$ 450.00 and Expenditures (52.3700 Education & Training by \$ 450.00. This is the result of a refund on training class. This would have no effect on fund balance.
- 6. <u>SPLOST IV 4220.19 Public Works</u>: Budget amendment to increase budgeted expenditures contract laborer (52.3850) by \$ 115,500. This relates to the Resurfacing Project Length Budget approved at the September 2<sup>nd</sup> Board meeting. The amendment would result in an overall decrease in fund balance in the SPLOST IV fund.

### WALTON COUNTY PUBLIC WORKS DEEP PATCHING & RESURFACING PROJECT BUDGET

DATE: 10/27/2025

PROJECT: 2026 LMIG & SPLOST RESURFACING PROJECTS

SPLOST IV Resurfacing projects include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping. LMIG covers 70% of the cost of the LMIG Projects listed. SPLOST IV Funds to cover the required 30% match.

Description	<b>Unit Measure</b>	Totals
Anglin Road	1.00 miles	\$170,000
Bay Creek Church Road	2.70 miles	\$459,000
Centerhill Church Road	3.40 miles	\$442,000
H.D. Atha Road	2.70 miles	\$459,000
Youth Monroe Road	4.00 miles	\$680,000

Jnit Cost	Totals
	Jnit Cost

# RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR 2026 LMIG & SPLOST RESURFACING PROJECT, AND TO AMEND THE FISCAL YEAR 2026 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 2026 on May 6, 2025; 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 2026.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budgets for the 2026 LMIG & SPLOST 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 2026 be amended to incorporate fiscal year 2026 for the Deep Patching and Resurfacing Project.

SO RESOLVED THIS 4th DAY OF November, 2025:

### BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By:	
Da	avid G. Thompson, Chairman
	-
Attest:	
	Rhonda R. Hawk, County Clerk
	•
	[COUNTY SEAL]

303 South Hammond Dr Suite 333 Monroe, GA 30655



(770) 266-1715 (770) 266-1522 FAX jennifer.wall@co.walton.ga.us

TO: Chairman Thompson and Walton County Board of Commissioners

FROM: Jennifer Wall, Finance Director

RE: Vacation Buy Back/Annual Leave Payout

DATE: November 4, 2025

The Board of Commissioners approved the reimplementation of the annual leave payout benefit at the September 12, 2023, Board Meeting. Twice during a fiscal year, and depending on the availability of funds, an employee may request pay for up to 40 hours of accumulated annual leave provided the employee has a minimum of 150 hours annual leave after the buy back.

The purpose of the annual leave payout is to provide an additional benefit for employees who, for reasons of workload, have maxed out on vacation and may lose some of their accumulated time. It is not meant to encourage employees to avoid taking annual leave.

Finance formally requests to amend the FY26 budget to process the vacation buy-back /vacation payout in December 2025.



1 American Road, MD 7500 Dearborn, Michigan 48126 1-800-241-4199, press 1

#### Financing Approval for Schedule #5529011

October 13, 2025

Municipality: Walton County Board of Commissioners

Dealer: Loganville Ford Attn: John Ward

The Walton County Board of Commissioners has been approved to finance the new vehicle(s) as presented below. Please confirm/action the following information so that I may have the file ready for documentation when a closing date is determined:

- · Vehicle quantity, description, price and number and frequency of payments
- · The authorized signer on the Municipal Finance Application has not changed
- The date a check can be produced for first payment
- Complete the provided Insurance Fact Sheet and return completed document to me via email

A CONTRACT OF STATE	Description	Unit Price
2025 Ford Explorer with police equipment x 4		\$174,822.00
Total Asset Cost	\$174,822.00	
REPORT OF THE PARTY OF THE PART		

Total Asset Cost	\$174,822.00	
Underwriting Fee	\$545.00	
Amount Financed	\$175,367.00	
Number of Payments	8	
Payment Timing	Quarterly	
Rate	8.09000	
Payment Amount	\$23,487.50	

Once the dealer communicates that the vehicle is ready for delivery and provides the documents we have requested, we will contact you to set a closing date and have the contract and instructions drafted and emailed to you.

The rate on this deal will expire on 9/30/2025. If the closing date does not occur prior to the expiration date, the rate is subject to change.

Thank you financing through Ford Motor Credit Company! We appreciate your business!

Sincerely,

#### Janet Doty

Janet Doty Marketing Coordinator jdoty@ford.com 1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.



1 American Road, MD 7500 Dearborn, Michigan 48126 1-800-241-4199, press 1

#### Financing Approval for Schedule #5529012

October 13, 2025

Municipality: Walton County Board of Commissioners

Dealer: Loganville Ford Attn: John Ward

The Walton County Board of Commissioners has been approved to finance the new vehicle(s) as presented below. Please confirm/action the following information so that I may have the file ready for documentation when a closing date is determined:

- · Vehicle quantity, description, price and number and frequency of payments
- The authorized signer on the Municipal Finance Application has not changed
- · The date a check can be produced for first payment
- Complete the provided Insurance Fact Sheet and return completed document to me via email

CONTRACTOR OF THE	Description	Unit Price
2025 Ford Po	lice Interceptor Utility w/equipment X O wnits	\$760,470.60
Total Asset Cost	\$760,470.60	
Underwriting Fee	\$545.00	
Amount Financed	\$761,015.60	
Number of Payments	12	
Payment Timing	Quarterly	
Rate	7.84000	
Payment Amount	\$70,404.73	

Once the dealer communicates that the vehicle is ready for delivery and provides the documents we have requested, we will contact you to set a closing date and have the contract and instructions drafted and emailed to you.

The rate on this deal will expire on 9/30/2025. If the closing date does not occur prior to the expiration date, the rate is subject to change.

Thank you financing through Ford Motor Credit Company! We appreciate your business!

Sincerely,

#### Janet Doty

Janet Doty Marketing Coordinator jdoty@ford.com 1-800-241-4199, press 1

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1 American Road, MD 7500 Dearborn, Michigan 48126 1-800-241-4199, press 1

#### Financing Approval for Schedule #5529013

October 13, 2025

Municipality: Walton County Board of Commissioners

Dealer: Loganville Ford Attn: John Ward

The Walton County Board of Commissioners has been approved to finance the new vehicle(s) as presented below. Please confirm/action the following information so that I may have the file ready for documentation when a closing date is determined:

- · Vehicle quantity, description, price and number and frequency of payments
- The authorized signer on the Municipal Finance Application has not changed
- · The date a check can be produced for first payment
- · Complete the provided Insurance Fact Sheet and return completed document to me via email

<b>发展的表现的图像是一种</b>	Description	Unit Price
2025 Ford Po	lice Interceptor Utility w/equipment X 18 Luni +5	\$1,170,994.50
Total Asset Cost	\$1,170,994.50	
Underwriting Fee	\$545.00	
Amount Financed	\$1,171,539.50	
Number of Payments	16	
Payment Timing	Quarterly	
Rate	8.04000	
Payment Amount	\$84,650.91	

Once the dealer communicates that the vehicle is ready for delivery and provides the documents we have requested, we will contact you to set a closing date and have the contract and instructions drafted and emailed to you.

The rate on this deal will expire on 9/30/2025. If the closing date does not occur prior to the expiration date, the rate is subject to change.

Thank you financing through Ford Motor Credit Company! We appreciate your business!

Sincerely,

#### Janet Doty

Janet Doty Marketing Coordinator jdoty@ford.com 1-800-241-4199, press 1

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#### Walton County Department Agenda Request

Department Name: Walton County Sheriff's Office

Department Head/Representative: Kim McCord

Meeting Date Request: 11/04/2025

Has this topic been discussed at past meetings? No

If so, When?

TOPIC: Walton County School FY26 SRO Addendum the Agreement

Wording For Agenda: Addendum to the 2025-2026 WCBOE SRO Agreement

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

\*What action are you seeking from the Commissioners? Acceptance

Department Comments/Recommendation:

Additional Documentation Attached? Copy of Addendum

Is review of this request or accompanying documentation by the County Attorney required? Yes

If so, has a copy of the documentation been forwarded to County Attorney? Yes

Date forwarded to County Attorney: 10/06/2025

Has the County Attorney review been completed? Yes, CA approved 10/06/2025

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:

#### Addendum to FY26 Walton County Sheriff's Office SRO Agreement Regarding Compliance with HB 268

This Addendum is made and entered into this <u>Sta</u> day of <u>Octobes</u>, 2025, by and between the Walton County School District ("WCSD") and the Walton County Sheriff's Office ("WCSO"), collectively referred to as the "Parties."

WHEREAS, the Parties previously entered into a School Resource Officer Agreement titled "Agreement Between the Walton County Sheriff's Office and the Walton County School District for the School Resource Officer Program" dated August 1, 2025 (the "Agreement"); and

WHEREAS, House Bill 268 (codified at O.C.G.A. § 20-2-1183) requires that such agreements contain certain provisions related to the handling and disclosure of student education records, student data, and student personally identifiable data between WCSD and WCSO;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

- 1. Purpose. This Addendum is executed to comply with House Bill 268.
- 2. Effective Date. This Addendum shall become effective as of October 1, 2025.
- 3. Federal and State Law Compliance. The Parties shall comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, and O.C.G.A. § 20-2-662 related to disclosure and access to student records, student data, and other student personally identifiable data. No education records shall be disclosed except as permitted by applicable law and this agreement.
- 4. Law Enforcement Unit Designation. The Parties acknowledge and agree WCSO and its School Resource Officers are designated as a "law enforcement unit" under FERPA, 34 C.F.R. § 99.8. Records created and maintained for law enforcement purposes are not education records and access shall be governed by the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.
- 5. School Official Designation. To the extent a School Resource Officer ("SRO") serves on a WCSD multidisciplinary threat assessment team or assists in implementation of a school safety plan in accordance with O.C.G.A. § 20-2-1185, such SRO shall be deemed to be a school official, as defined by FERPA, to the extent they: (a) are performing an institutional service for which WCSD would otherwise use employees; (b) remain under the direct control of WCSD with respect to the use and maintenance of the education records; and (c) are subject to 34 C.F.R. §99.33 (a), which provides that personally identifiable information from education records may be used only for a legitimate educational purpose such as promoting school safety, evaluating risk to the school environment, protecting the physical security of

students, securing necessary services to mitigate threats, and developing and implementing all components of a threat assessment or school safety plans.

6. WCSD Responsibilities. To promote the safety, health and wellbeing of students and the school community, WCSD agrees to (a) release student education records to WCSO in order to protect the health and safety of a student or other individuals in accordance with 34 C.F.R. § 99.36; and (b) designate certain types of student information as "directory information" which can be provided to WCSO without written consent, unless the parent or eligible student has opted out of the disclosure of such information.

#### 7. WCSO Responsibilities.

- (a) When SROs act in the capacity of designated school officials, WCSO shall ensure WCSD retains direct control over each SRO's maintenance and use of student education records, data, and personally identifiable information in compliance with FERPA.
- (b) Within five (5) days of an official encounter with a school-age youth, WCSO shall provide a written report of such encounter to the WCSD Director of Student Services, Eric Rubio at erubio@walton.k12.ga.us. For purposes of this Addendum, an "official encounter" means an interaction in an official capacity that is directly related to a credible report that a school-aged youth has threatened the death of, or serious injury to, one or more individuals who are or are likely to be at or within a school, as defined by O.C.G.A. § 20-2-700.
- (c) WCSO shall notify the Director of Student Services if a school age youth is charged with a Class A or Class B designated felony act, as defined by O.C.G.A. § 15-11-2, and provide updates regarding any court dispositions that may occur during the course of the criminal proceedings.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

Chip Underwood, Superintendent

Walton County School District

Date:

Keith Brooks, Sheriff

10

Walton County Sheriff's Office

Date: 10/06/2025

#### Walton County Department Agenda Request

Department Name: Walton County Sheriff's Office

Department Head/Representative: Kim McCord

Meeting Date Request: 11/04/2025

Has this topic been discussed at past meetings? No

If so, When?

**TOPIC: Victory Baptist School Agreement** 

Wording For Agenda: Agreement with Victory Baptist School

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

\*What action are you seeking from the Commissioners? Acceptance

Department Comments/Recommendation:

Additional Documentation Attached? Copy of Agreement

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:

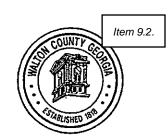
Chairman's Comments:



#### SHERIFF KEITH BROOKS

#### WALTON COUNTY SHERIFF'S OFFICE

1425 South Madison Avenue, Monroe, Georgia 30655 Office (770) 267-6557 | Fax (770) 266-1500



#### VICTORY BAPTIST SCHOOL AGREEMENT

Walton County Sheriff's Office offers a position on their Reserve Deputy Division to all mandated law enforcement officers who are no longer employed by the county. A Reserve Law Enforcement Officer performs respective law enforcement duties in a support role under the general supervision of the agencies designee. This is typically a volunteer position offered to personnel in the event they would still like to participate in law enforcement duties when their time permits. Examples of these duties may include, but are not limited to:

- Performing a variety of peace officer duties in the enforcement of laws, the protection of persons and property, crime prevention, and suppression.
- Perform specialized assignments in areas including, but not limited to: patrol, K-9 programs, crime prevention and various community oriented related programs.
- Perform a variety of duties relative to assigned area of responsibility. Reserve Officers who
  have successfully completed the required field-training program may be considered to work
  special assignments at the direction of the Sheriff or his designee.
- Attend meetings and trainings and donate a portion of their time in patrol or in a specialized assignment.

As these individuals are serving in their respect roles as a Reserve Deputy, the Walton County Sheriff's Office equips them with the necessities to perform their duties safely and accurately. The services provided through the Walton County Sheriff's Office include, but are not limited to, a vehicle, gas, vehicle maintenance, uniforms, training, protection equipment, a computer with law enforcement software, and workers compensation.

Fo maintain these services in a long term situation where a deputy we enforcement duties on a regular basis we may request compensation	
As <u>Grail Hall / Bobby Galicia</u> will be working with <u>Vie</u> Reserve Deputy under the authority of the Walton County Sheriff he safety to your organization/school to the best of his ability. Through will be providing him with the equipment to perform his duties. With compensation in the amount of \$ 5,000.00 for the services	will be providing security and his time with your school, we
We also request that, in the event you need additional deputies from function or security detail, your school will agree to provide compensagreed hourly rate.	•
compensate the above amount for the services and equipment provide	School agrees to ded through the Walton County ay 2026
81	101
1008	10/8/2025
Signature—Keith Brooks, Sheriff Walton County	10/8/2025 Date
Signature—Keith Brooks, Sheriff Walton County  CATHOLOGY	10/8/2025  Date  10/6/25

#### Walton County Department Agenda Request

Department Name: Walton County Sheriff's Office

Department Head/Representative: Kim McCord

Meeting Date Request: 11/04/2025

Has this topic been discussed at past meetings? No

If so, When?

TOPIC: Motorola 5 year Agreement for cameras and body cams

Wording For Agenda: Motorola 5 year Agreement for cameras and body cams

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

\*What action are you seeking from the Commissioners? Acceptance

Department Comments/Recommendation:

Additional Documentation Attached? Copy of Quote, Pricing Summary and Payment Terms

Is review of this request or accompanying documentation by the County Attorney required? Yes

If so, has a copy of the documentation been forwarded to County Attorney? Yes

Date forwarded to County Attorney: 10/24/2025

Has the County Attorney review been completed? No, pending CA approval once full agreement/contract is received from Motorola Solutions

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

Approved in current budget? Yes, Year 1, payment 1 is in the FY26 budget

Budget information attached?

Comments: Year 1, payment 2 and Years 2-5 will be requested in future budgets FY27-FY30

**Purchasing Department Comments:** 

County Attorney Comments:

Chairman's Comments:





Motorola Solutions, Inc.

Tel. + 1 847 576 5000 Fax + 1 847 538 6020

To: Motorola Solutions, Inc.("Motorola") 500 W. Monroe St. Chicago, IL 60661

Re: Walton County Sheriff's Office (WALTON COUNTY) / QUOTE-3262761

Contract Name / Number: Walton County Sheriff's Office (WALTON COUNTY) / MCN: 1012319902

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on QUOTE-3262761 dated 8/22/2025 for the purchase price of \$856,613.00 subject to the terms and conditions of GA Sourcewell.

#### Year 1-

Payment 1- \$165,260.50 (Due NET 30 Days) Payment 2- \$165,260,50 (Due July 1, 2026)

Year 2-\$131,523.00 (Due July 1, 2027)

Year 3-\$131,523.00 (Due July 1, 2028)

Year 4-\$131,523.00 (Due July 1, 2029)

Year 5- \$131,523.00 (Due July 1, 2030)

Total 5 Year Contract Amount is \$856,613.00. This contract runs through Jun 30th, 2031.

Walton County Sheriff's Office (WALTON COUNTY) agrees to pay Motorola Solutions "Net 30 days from receiving an invoice" for the equipment and services.

Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. Customer affirms funding has been encumbered for this order in accordance with applicable law and will pay all proper invoices as received from Motorola solely against this Agreement.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address: PLEASE PROVIDE ADDRESS BELOW.

Invoices should reference QUOTE-3262761 to Walton County Sheriff's Office (WALTON COUNTY) and be sent to Walton County Sheriff's Office (WALTON COUNTY) at the address listed below: : PLEASE PROVIDE ADDRESS BELOW.

The Equipment will be shipped to the Customer at the following address: : PLEASE PROVIDE ADDRESS BELOW.

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is: <a href="https://exaceprovide.com/PLEASE-PROVIDE\_ADDRESS\_BELOW">PLEASE PROVIDE ADDRESS\_BELOW</a>.

The customer may change shipment information by giving written or electronic notice to Motorola. If you have any questions regarding this order, please feel free to contact Col. Scott Whisnant at 678-618-6514 or scott.whisnant@co.waiton.ga.us.

Date: 10/21/2025

Sincerely yours,

Signature:

Name: Keith Brooks

Title: Sheviff



Cameras-

Walton County Sheriff's Offic

QUOTE-3262761 (29) Sierra Wireles

22p00 1 100, (25) Sierra 1111

Billing Address: WALTON COUNTY SHERIFFS DEPT 303 S HAMMOND DR STE 330 MONROE, GA 30655 US Quote Date:08/22/2025
Expiration Date:10/21/2025
Quote Created By:
Brian Hoey
Sr. Account Executive
Brian.Hoey@
motorolasolutions.com
(704) 516-5935

**End Customer:** 

WALTON COUNTY SHERIFFS DEPT

Colonel Scott Whisnant

scott.whisnant@co.walton.ga.us

Contract: 36874 - SOURCEWELL MOBIL

VIDEO-101223-MOT

AGREEMENT: WG AGREEMENT

ne#	Item Number	Description	Qty	Term	Refresh Durat
	Video as a Service				
1	AAS-M5-3CAM-BWC	M500 3-CAMERA IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD- 5 YEARS VIDEO-AS-A-SERVICE	32	5 YEAR	
2	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	32		
3	WGB-0708A	M500 ICV SYSTEM W/RCAM, V300 WIFI DOCK	32	100 g c 100 c 100 g g d d a chair ann an an an an an ann an ann an ann an a	
4	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	32	5 YEAR	
5	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	32	5 YEAR	
6	SWV07503593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	32	5 YEAR	
7	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	32		
8	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	32	5 YEAR	
9	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	32		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

### MOTOROLA SOLUTIONS

Line#	Item Number	Description	Qty	Term	Refresh Durat
10	WGC02003-VAAS	VIDEOMANAGER EL GLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS*	32	5 YEAR	
11	WGW00502	M500 EXTENDED WARRANTY	32	5 YEAR	
12	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	32	5 YEAR	
13	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	4		
14	LSV07S05139A	HARDWARE REPAIR - TRANSFER STATION / SMARTDOCK	4	5 YEARS	
15	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	4	5 YEARS	
16	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	32		3 YEAR
17	WGW00122-301	MOBILE VIDEO DEPLOYMENT SERVICES	45904		
18	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	53		
19	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/CAMVR POST 2020+EXPL	29		
	Sierra Wireless Devices				
20	WSWA-1104789	XR80 5G ROUTER WIFI 1-YEAR AIRLINK COMPL	32		
21	WSWA-6001444	ANT SHKFIN10IN1,SG/ LTE,GNSS,WIFIBLK	32		
22	W5WA-9010394	UPGRADE AIRLINK COMPLETE TO 5 YEARS XR80	32		
23	WSWA-6001350	MOUNTING BRACKET FOR XR80/90	32		
	Investigative LPR Applications				
24	VS-VM-HS	SOFTWARE, VEHICLEMANAGER HOSTED SUBSCRIPTION*	1	5 YEAR	
25	VS-CD-HS	SOFTWARE, COMMERCIAL DATA SUBSCRIPTION	1	5 YEAR	
26	ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		
	Video as a Service		-		





QUOTE-3262761 Walton County Sheriff's Office: (2 M500V700, (29) Sierra Wireless, (5 V700

				V700
Item Number	Description	Qty	Term	Refresh Durat
AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	55	5 YEAR	
WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	55		
WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	55	5 YEAR	
WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	55		3 YEAR
LSV07503512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	55	5 YEAR	
SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	55	5 YEAR	
WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	55		
AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	55	5 YEAR	
WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	55		
WGB-0142AAS	VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS	44		
AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	44	5 YEAR	
VideoManager EL or EX: Video Evidence Management				
WGC01013	VIRTUAL UPLOAD APPLIANCE*	1	5 YEAR	·····
LPR Integrations and Parking				-
WGS00222	M500 BASIC ALPR VAAS	2	5 YEAR	
Investigative LPR Applications				
VS-VM-HS	SOFTWARE, VEHICLEMANAGER HOSTED SUBSCRIPTION*	1	5 YEAR	
ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		
VideoManager EL or EX; Video Evidence Management				
WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	32	6 MONTHS	
	AAS-BWC-5YR-001  WGB-0178AAS  WGC02001-VAAS  WGB-0741A  LSV07S03512A  SWV07S03593A  WGP02798-KIT  AAS-BWC-USB-DOC  WGP02950  WGB-0142AAS  AAS-BWC-WIF-DOC  VideoManager EL or EX: Video Evidence Management  WGC01013  LPR Integrations and Parking  WGS00222  Investigative LPR Applications  VS-VM-HS  ACC-SFT-ENBL  VideoManager EL or EX: Video Evidence Management	AAS-BWC-5YR-001  BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE  WGB-0178AAS  VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS  WGC02001-VAAS  VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*  WGB-0741A  LSV07S03512A  ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700  SWV07S03593A  BODY WORN CAMERA SOFTWARE ENHANCEMENTS  WGP02798-KIT  V700 MAGNETIC MOUNT WITH BWC BOX  AAS-BWC-USB-DOC  V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  WGP02950  V700 BATTERY, 3.8V, 4180MAH, REMOVABLE  WGB-0142AAS  VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS  AAS-BWC-WIF-DOC  V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIdeoManager EL or EX: Video Evidence Management  WGC01013  VIRTUAL UPLOAD APPLIANCE*  Investigative LPR Applications  VS-VM-HS  SOFTWARE, VEHICLEMANAGER HOSTED SUBSCRIPTION*  ACC-SFT-ENBL  ACC-SFT-ENBL  VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2	AAS-BWC-SYR-001 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE  WGB-0178AAS VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS  WGC02001-VAAS VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*  WGB-0741A V700 BODY WORN CAMERA PER BODY WORN CAMERA PER BODY WORN CAMERA VASS*  LSV07S03512A ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700 MAGNETIC MOUNT WITH BWC SENHANCEMENTS  WGP02798-KIT V700 MAGNETIC MOUNT WITH BWC SEND BODY WORN CAMERA SOFTWARE ENHANCEMENTS  WGP02798-KIT V700 MAGNETIC MOUNT WITH BWC SEND BODY WORN CAMERA SOFTWARE ENHANCEMENTS  WGP02950 V700 BATTERY, 3.8V, 4180MAH, EMOVABLE  WGB-0142AAS VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS  AAS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS  AAS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS  AAS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS  AXS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS  AXS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS  AXS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS  AXS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD APPLIANCE*  1  LPR Integrations and Parking WGS00222 MS00 BASIC ALPR VAAS 2  Investigative LPR Applications  VS-WH-HS SOFTWARE, VEHICLEMANAGER 1  VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2	AAS-BWC-5YR-001 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE WGB-0178AAS VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS  WGC02001-VAAS VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS* WGB-0741A V700 BODY WORN CAMERA VAAS* VGB-0741A V700 BODY WORN CAMERA VAAS*  WGB-0741A SSENTIAL SERVICE W/ACC DMG AND AND ADV REPLACEMENT - V700 SWV07503593A BODY WORN CAMERA SOFTWARE ENHANCEMENTS  WGF02798-KIT V700 MAGNETIC MOUNT WITH BWC BS SOFTWARE ENHANCEMENTS  WGF02798-KIT V700 MAGNETIC MOUNT WITH BWC BS SOFTWARE BOX AAS-BWC-USB-DOC V700 BATTERY, 3.8V, 4180MAH, SS VEAR  WGP02950 V700 BATTERY, 3.8V, 4180MAH, SS VEAR AS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIGEO EQUIPMENT, V700 WIFI BASE FOR ARE VAAS  AAS-BWC-WIF-DOC V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE  VIGEOMANAGER EL CLOUD, AS-A-SERVICE  WGC01013 VIRTUAL UPLOAD APPLIANCE* 1 S YEAR  LPR Integrations and Parking WGS00222 MS00 BASIC ALPR VAAS 2 S YEAR  LPR Integrations and Parking WGS00222 MS00 BASIC ALPR VAAS 2 S YEAR  LPR Integrations and Parking WGS00222 MS00 BASIC ALPR VAAS 1 S YEAR  ACC-SFT-ENBL ACCOUNT/SOFTWARE ENABLEMENT 1 S YEAR  VIGEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2





Line #	Item Number	Description	Qty	Term	Refresh Durat
43	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA*	87	6 MONTHS	
44	WGC02003	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA*	32	6 MONTHS	

Total Discount Amount

Expiration Date 11/14/2025 \$401,237.65

**Grand Total** 

Subtotal

\$856,614.00(USD)

\$1,257,851.65

The services proposed will run through 6/30/2031.

**Payment Plan:** 

Year 1 -

Payment 1 - \$165,260.50 (NET 30) F1/26

Payment 2 - \$165,260.50 (Payment due 7/1/2026)

Year 2 - \$131,523.00 FY27

Year 3 - \$131,523.00 Fy 28

Year 4 - \$131,523.00 Fy29

Year 5 - \$131,523.00 F30

Total: \$856,613.00

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



#### **Pricing Summary**

Pricing Sum	iriai y	Payment Term		Upfront Sale Price
Upfront Costs*				
-				\$124,039.82
Upfront Subscription	ı Fee			
	Video as a Service	Annually		\$112,507.83
	Investigative LPR Applications	Annually		\$17,242.68
	VideoManager EL or EX: Video Evidence Management	Annually		\$76,053.13
	LPR Integrations and Parking	Annually		\$677.88
Sub Total:				\$330,521.34
		Payment Torm /	Sale Price	Annual Sale Price
Year 2 Subscription	Fee			
	Video as a Service	Annually	\$112,507.83	\$112,507.83
	Investigative LPR Applications	Annually	\$17,242.68	\$17,242.68
	VideoManager EL or EX: Video Evidence;Management	Annually	\$1,094.77	\$1,094.77
	LPR Integrations and Parking	Annually	\$677.88	\$677.88
Year 3 Subscription	Fee			
	Video as a Service	Annually	\$112,507.83	\$112,507.83
	Investigative LPR Applications	Annually	\$17,242.68	\$17,242.68
	VideoManager EL or EX: Video Evidenco Management	Annually	\$1,094.77	\$1,094.77
	LPR Integrations and Parking	Annually	\$677.88	\$677.88
Year 4 Subscription	Fee			
	Video as a Service	Annually	\$112,507.83	\$112,507.83
	Investigative LPR Applications	Annually	\$17,242.68	\$17,242.68
	VideoManager EL or EX: Video Evidence Management	Annually	\$1,094.77	\$1,094.77
	LPR Integrations and Parking	Annually	\$677.88	\$677.88

Year 5 Subscription Fee



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 – #: 36-1115800



	Video as a Service	Annually	\$112,507.83	\$112,507.83
	Investigative LPR Applications	Annually	\$17,242.68	\$17,242.68
	VideoManager EL or EX: Video Evidence Management	Annually	\$1,094.77	\$1,094.77
	LPR Integrations and Parking	Annually	\$677.88	\$677.88
Sub Total:				\$526,092.66
Grand Total Syste	em Price (inclusive of Upfront and Annu	al Costs)		\$856,614.00

#### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services
  Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be
  added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



October 2, 2025

ARPA Grants Committee c/o Administrative Office of the Courts 244 Washington Street, Suite 300 Atlanta, GA 30334-5900 arpa@georgiacourts.gov

RE: Alcovy Judicial Circuit Request for Budget Revision – REVISED REQUEST

Dear ARPA Grants Committee,

On behalf of the Alcovy Judicial Circuit, we request the following budget revision to complete the AV Modernization project. Details are as follows:

- Under "Direct/Admin Costs" reduce Court Reporting by \$20,000 for a new total of \$0.
  - o Reason: The circuit does not plan to utilize these funds at this time.
- Under "Direct/Admin Costs" add \$20,000 to *AV equipment modernization* for a new total of \$825,000.
  - Reason: Per attached Change Order, the circuit is able to complete the AV equipment modernization in the remaining Superior Court courtroom. As noted also in the attached AV project spreadsheet, most of the funds for this remaining courtroom were already available as anticipated but previous Change Orders utilized some of our contingency.

Attached is the approved budget with the requested changes. <u>Please note these revisions do not impact</u> <u>the total approved award amount.</u> If you have any questions, please contact our District Court Administrator, T.J. BeMent, at (706) 613-3173.

Sincerely,

The Honorable William Kendal/Wynne.

Chief Judge

**Alcovy Judicial Circuit** 

#### Alcovy Judicial Circuit Courtroom A/V Modernization

	<u>ltem</u>	Newton County	Walton County	<u>Total</u>
	Primary A/V Project	\$322,767.00	\$244,026.00	\$566,793.00
	ECO-01, Lectern & Tables	\$72,939.48	\$0.00	\$72,939.48
	ECO-02, Attorney Table Additions	N/A	N/A	N/A
	ECO-03, Lectern & Tables	\$0.00	\$55,577.11	\$55,577.11
	ECO-04, Replace VGA Cabling with USB	unknown	unknown	N/A
	ECO-05, Adding Camera to Newton Courtroom 1	unknown	unknown	N/A
	ECO-06, Tilt Articulating Mount	\$719.21	\$0.00	\$719.21
	ECO-07, Walton County Larger Tables	\$0.00	\$3,000.00	\$3,000.00
	ECO-08, Shure Ceiling Mic Addition	unknown	unknown	\$0.00
STS	ECO-09, EDID Minders	unknown	unknown	N/A
ARPA A/V COSTS	ECO-10, Wolfvision Video Update for Newton County	\$0.00	N/A	\$0.00
≱	ECO-11, Televic System	unknown	unknown	N/A
PA/	ECO-12, Walton Wolfvision Update	\$0.00	\$14,796.82	\$14,796.82
ARI	ECO-13, Poly Bar Update	unknown	unknown	N/A
	ECO-14, Walton County Courtroom 2 (rev)	\$0.00	\$99,224.25	\$99,224.25
	ECO-15, Wireless Microphone Addition	\$0.00	\$45,039.47	N/A
	ECO-16, Walton County Camera Update (rev)	\$0.00	\$3,847.21	\$3,847.21
	ECO-17, Wireless Microphone Swap and Addition	\$0.00	\$40,440.11	N/A
	ECO-18, Wireless Microphone Swap and Addition	unknown	unknown	N/A
	ECO-19, Newton Camera Update	\$0.00	\$6,672.36	\$6,672.36
			Total	\$823,569.44
			Budget	\$805,000.00
			Budget Amendment (10-2025)	\$20,000.00
			Funds Available	\$1,430.56

"	<u>ltem</u>	Newton County	Walton County	<u>Total</u>
NGS	60% Deposit, INV-JC136079B		\$145,929.60	\$145,929.60
BILLII	60% Deposit, INV-JC136079B	\$193,012.20		\$193,012.20
A BI			Total	\$338,941.80
4RP,			Budget	\$805,000.00
⋖			Funds Available	\$466,058.20

ш	Other State Paid Expenses	<b>Newton County</b>	Walton County	<u>Total</u>
TA S	BISDigital - Court Recording	\$23,609.64	\$17,707.23	\$41,316.87
ST	Dell - Court Recording Laptops	\$6,640.64	\$4,980.48	\$11,621.12
THER STAT BILLINGS	InFax - Docket Displays	\$16,9	90.00	\$16,990.00
표 교	TRX - Transcript Management	\$5,40	00.00	\$5,400.00
Ö	-		Total	\$75,327.99



# CHANGE ORDER

### **Alcovy Judicial Circuit**

**Audio-Visual for Alcovy Judicial Circuit** 

#### **DATE**

Tuesday, October 28, 2025

#### **PREPARED BY**

**Andrew Pearson** 

**Design Consultant** 



### **Change Order**

Walton CR-2 Superior Courtroom

Proposal Number: J23250221

CO Number: ECO-14

**Proposal Date: 10/28/2025** 

Prepared for: Alcovy Judicial Circuit

Attn: Randi Fincher Prepared by: Andrew Pearson

Phone: Phone:

**Email:** rfincher@co.newton.ga.us **Email:** Andrew.Pearson@cti.com

### **Scope of Work**

#### **Description of Change**

CTI will provide an audio and video update to Courtroom 2 at Walton County Courthouse. The update will include new video routing, annotation, microphones, speakers and control system to mimic the updates from the last audio video installation. This will include all the same control features as the original installation as well as the same video routing features provided by the Wolfvision system.

#### **Audio System**

- New audio processing with included 8x8 Dante routing and USB outputs
- Dante connection to court recording system
- USB-C extension to court reporter
- (8) Microphones:
  - o 1x (Judge) Gooseneck microphone with built in mute base
  - 1x (Witness) Gooseneck microphone with built in mute base
  - 1x (Presentation Location) Gooseneck microphone with built in mute base
  - 1x (Plaintiff) Gooseneck microphone with built in mute base
  - 1x (Defense) Gooseneck microphone with built in mute base
  - o 1x (Lectern) Wireless Handheld with a stand
  - 1x (Bench) Boundary Microphone
  - 1x (Jury Rail) Boundary Microphone
- (4) Zones of Amplification
  - Bench



- Well
- Jury
- o Gallery
- (10) Speakers:
  - o 2x Bench area
  - o 2x Well area
  - o 2x Jury area
  - 4x Gallery area

#### **Evidence System**

- Wolfvision Video System including Cynap master controller for video routing and Zoom connection
- (8) Video Inputs:
  - o 1x (Plaintiff) HDMI 4K video
  - o 1x (Defense) HDMI 4K video
  - 1x (Presentation area) HDMI 4K video
  - 1x (Presentation area) Document Camera
  - 1x (Camera Multiview)
- (7) Video Outputs:
  - o 1x (Judge) 22â€□ Annotation Display
  - 1x (Witness) 22â€□ Annotation Display
  - 1x (Plaintiff) 22â€□ Annotation Display
  - 1x (Defense) 22â€□ Annotation Display
  - 1x (Presentation Location) 22â€□ Annotation Display
  - 2x (Large Displays) 86" Displays on swing arm mounts

#### **Video Conferencing System**

- Ability to run Zoom video calls using the Cynap master processor
- (4) Cameras:
  - o 1x (Judge) 1080p video camera
  - 1x (Witness) 1080p video camera
  - 1x (Plaintiff) 1080p video camera
  - 1x (Defendant) 1080p video camera

#### **Control System**

- Ability to control the system from both a local touch panel and a Owner Furnished IPAD
- Control to start and stop audio recording from BIS recording software
- (1) Control Processor
- (1) 7" Touch Panel
- (1) Network Switch



### **Totals**

Description	Price
Equipment Total	\$46,075.06
Implementation Services Total	\$50,973.09
Freight	\$2,176.10
Tariff	\$0.00
Subtotal	\$99,224.25
Тах	\$0.00
Total	\$99,224.25



### **Bill of Materials**

#### **Added Items**

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price				
	Displ	lay Systems Equipment: <b>\$6,599.62</b>							
LG	86UR340C9	86" 4K Large Display	2	\$1,972.94	\$3,945.88				
Chief	TS525TU	THIN SWING ARM (LARGE)	2	\$544.52	\$1,089.04				
Planar	997-8286-00	22 Inch Desktop Touch Monitor	5	\$312.94	\$1,564.70				
	Video Systems Equipment: \$22,969.20								
WolfVision	102030-A1	Cynap Pro - Version A (HDMI)	1	\$7,087.06	\$7,087.06				
Wolfvision	102035-01	Cynap Pure Reciever	7	\$764.71	\$5,352.97				
Wolfvision	102230	vSolution Matrix Pack for Cynap Pro	1	\$1,882.35	\$1,882.35				
Magewell	Ultra Stream HDMI	Standalone box for recording and streaming, 1- channel HDMI with loop-through out, plus extra audio mic in/out	3	\$561.18	\$1,683.54				
ELMO	1376	PX-10E DOCUMENT CAMERA	1	\$1,767.06	\$1,767.06				
Crestron	HD-TX-301-C-E	DM Lite Transmitter and 3x1 Auto-Switcher for HDMI , VGA, and Analog Audio Signal Extension over CATx Cable	1	\$538.35	\$538.35				
Crestron	HD-RXC-4KZ-101	DM Essentials 4K60 4:4:4 Receiver for HDMI , RS-232, and IR Signal Extension over CATx Cable	1	\$263.06	\$263.06				
Extron	60-1878-01	DSC 401	1	\$852.94	\$852.94				
Marshall	CV508	Micro HDMI/3GSDI Camera	3	\$427.06	\$1,281.18				
Marshall	CV-2812-3MP	2.8~12mm F1.4 M12 3MP Varifocal	3	\$19.61	\$58.83				
WALI	PM-005-W	White Universal Camera Mount	3	\$47.05	\$141.15				
HuddleCam	HCM-1-WH	Small Camera Wall Mount for HC3X, HC10X, HC10X-720 (White)	1	\$84.71	\$84.71				



PT30X-SE-WH-G3	PTZOptics Move SE, a third generation PTZ camera, featuring 30X Optical Zoom, 1080 Resolution at 60fps and a 59.2 HFOV. Supports simultaneous IP Video (NDI HX Upgradeable, SRT, RTMPS, RTSP), USB3.0, HDMI2.0 and 3G-SDI as outputs. PoE Power or Included Universal Power Supply   White	1	\$1,411.76	\$1,411.76		
HDL-MULTIP6G/04	Blackmagic MultiView 4	1	\$564.24	\$564.24		
Audio Systems Equipment: \$7,719.24						
CORE 110f-v2	Audio Processor	1	\$2,971.76	\$2,971.76		
MX418D/S	Supercardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10´ XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	5	\$293.94	\$1,469.70		
C2G54268	1-Port USB 3.2 Wall Plat to WP Ext TAA	1	\$496.40	\$496.40		
EW-D 835-S SET (Q1-6)	Wireless Handheld Microphone and Receiver for Lectern	1	\$591.88	\$591.88		
MX393/O	Boundary Mic for Bench Conference	2	\$224.65	\$449.30		
911.0652.900	2 Channel Amp - Four Zone audio (Bench, Well, Gallery, Jury)	2	\$362.35	\$724.70		
SAROS ICI6T-W-T- EACH+	Saros Integrator 6.5Å" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	10	\$101.55	\$1,015.50		
Cont	rol Systems Equipment <b>: \$3,504.21</b>					
TSC-710t-G3	Table stand for Control Touch Panel	1	\$321.18	\$321.18		
TSC-70-G3	7" Control Touch Panel	1	\$1,344.71	\$1,344.71		
GSM4230P-100NAS	M4250-26G4F-POE+ MNGD SWITCH PERP	1	\$1,130.59	\$1,130.59		
TM2000B	NTP Time Clock	1	\$647.05	\$647.05		
USB31000S	USB to Ethernet Adapter	2	\$30.34	\$60.68		
Rack	Accessories and Furniture: \$819.35		•			
RX14-25	25 inch Deep, 14RU Mobile Equipment Rack Includes: Casters, and Side Handles	1	\$586.41	\$586.41		
	HDL-MULTIP6G/04 Aud CORE 110f-v2  MX418D/S  C2G54268 EW-D 835-S SET (Q1-6)  MX393/O 911.0652.900 SAROS ICI6T-W-T-EACH+ Cont TSC-710t-G3 TSC-70-G3 GSM4230P-100NAS TM2000B USB31000S Rack	camera, featuring 30X Optical Zoom, 1080 Resolution at 60fps and a 59.2 HFOV. Supports simultaneous IP Video (NDI HX Upgradeable, SRT, RTMPS, RTSP), USB3.0, HDMI2.0 and 3G-SD1 as outputs. PoE Power or Included Universal Power Supply   White  HDL-MULTIP6G/04  Blackmagic MultiView 4  Audio Systems Equipment: \$7,719.24  CORE 110f-v2  Audio Processor  Supercardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10Å' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Basse  C2G54268  1-Port USB 3.2 Wall Plat to WP Ext TAA  EW-D 835-S SET (Q1-6)  Wireless Handheld Microphone and Receiver for Lectern  MX393/O  Boundary Mic for Bench Conference  911.0652.900  2 Channel Amp - Four Zone audio (Bench, Well, Gallery, Jury)  Saros Integrator 6.5Å' 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)  Control Systems Equipment: \$3,504.21  TSC-710t-G3  Table stand for Control Touch Panel  TSC-70-G3  7" Control Touch Panel  GSM4230P-100NAS  M4250-26G4F-POE+ MNGD SWITCH PERP  TM2000B  NTP Time Clock  USB31000S  USB to Ethernet Adapter  Rack Accessories and Furniture: \$819.35	Camera, featuring 30X Optical Zoom, 1080   Resolution at 60fps and a 59.2 HFOV.   Supports simultaneous IP Video (NDI HX Upgradeable, SRT, RTMPS, RTSP), USB3.0, HDMI2.0 and 3G-SDI as outputs.   PoE Power or Included Universal Power Supply   White	Camera, featuring 30X Optical Zoom, 1080 Resolution at 60fps and a 59.2 HFOV. Supports simultaneous IP Video (NDIJHX Upgradeable, SRT, RTMPS, RTSP), USB3.0, HDMI2.0 and 3G-SD1 as outputs. PoE Power or Included Universal Power Supply   White    HDL-MULTIP6G/04   Blackmagic MultiView 4   1   \$564.24		



MIDDLE ATLANTIC	PD-915R	Rack Mount Power Station	2	\$116.47	\$232.94		
Installation Materials: \$4,463.44							
ipolex	LS-POE-1210G-2pcs	POE for Cameras (Set of 2)	2	\$15.28	\$30.56		
Atlas	DS5 & Micclip	Mic Base and clip for Lectern Wireless Handheld	1	\$47.06	\$47.06		
PanaVise	846LW	Camera Mount	4	\$31.75	\$127.00		
IAV	MULTIMEDIALECTERN- DOCCAMDRAWER	Document Camera Drawer for Multimedia Lectern	1	\$294.12	\$294.12		
IAV	MULTIMEDIALECTERN	Multimedia Lectern (34"w x 24"d x 47"h) Black laminate top, locking swivel casters, keyboard slide, locking cabinet doors, one bay with space for removable rack, one bay w/adjustable shelf, removable rear access panel w/lock, grommets, black melamine interiors, standard laminate exteriors. (Monitor mount upgrade - \$75)	1	\$3,029.41	\$3,029.41		
IAV	MULTIMEDIALECTERN- 4"FAN	4 Inch Fan for Multimedia Lectern	1	\$147.06	\$147.06		
IAV	MULTIMEDIALECTERN- RACK	Removable AV Rack for Multimedia Lectern	1	\$352.94	\$352.94		
Extron	60-1927-02	CABLE CUBBY 222 US	1	\$294.12	\$294.12		
Extron	26-717-06	USBC-HDM/6 - 6' (1.8m)	1	\$111.76	\$111.76		
Extron	26-663-02	HDMI Ultra/1.5 - 1.5' (45cm)	1	\$29.41	\$29.41		

**Total Adds:** \$46,075.06



### **Change Order Acceptance**

#### **Notice of Acceptance**

I hereby agree to the listed changes to the original scope of work. Original contract terms and conditions remain in effect. Shipping and handling fee are estimated and will be billed as an actual charge. State and local taxes will be incurred as applicable.

Please return this signed and dated acceptance to Andrew Pearson for change order work to commence. Form can be emailed to Andrew.Pearson@cti.com or faxed to (855) 329-2844. Thank you.

#### Bill to

Alcovy Judicial Circuit 1124 Clark St SW Covington, GA 30014

#### Ship to

Alcovy Judicial Circuit 1124 Clark St SW Covington, GA 30014

J23250221 - \$105,296.83

#### **Agreed and Accepted by:**

Customer Signature	CTI Signature
Printed Name	Printed Name
Title	Title
Date	Date



# CHANGE ORDER

### **Alcovy Judicial Circuit**

**Audio-Visual for Alcovy Judicial Circuit** 

#### **DATE**

Tuesday, October 28, 2025

#### **PREPARED BY**

**Andrew Pearson** 

**Design Consultant** 



### **Change Order**

Walton County Camera Update

Proposal Number: J23250221

CO Number: ECO-16

**Proposal Date:** 10/28/2025

Prepared for: Alcovy Judicial Circuit

Attn: T.J. BeMent Prepared by: Andrew Pearson

Phone: Phone:

### **Scope of Work**

#### **Description of Change**

 Update cameras in Walton County CR-1, CR-3 and CR-4 and Newton County CR-1, CR-2, CR-3 and CR4 courtrooms for 25X Zoom camera



# **Totals**

Description	Price
Equipment Total	\$8,474.11
Implementation Services Total	\$1,795.46
Freight	\$250.00
Tariff	\$0.00
Subtotal	\$10,519.57
Tax	\$0.00
Total	\$10,519.57



# **Added Items**

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
General: \$10,475.29					
HuddleCam	HCM-1- WH	Small Camera Wall Mount for HC3X, HC10X, HC10X-720 (White)	7	\$84.71	\$592.97
PTZ Optics	PT30X- SE-WH- G3	PTZOptics Move SE, a third generation PTZ camera, featuring 30X Optical Zoom, 1080 Resolution at 60fps and a 59.2 HFOV. Supports simultaneous IP Video (NDI HX Upgradeable, SRT, RTMPS, RTSP), USB3.0, HDMI2.0 and 3G-SDI as outputs. PoE Power or Included Universal Power Supply   White		\$1,411.76	\$9,882.32

**Total Adds:** \$10,475.29

# **Canceled/Returned Items**

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
General: (\$2,001.18)					
Marshall	CV605-WH	5x PTZ Camera IP/3GSDI (White)	-3	\$667.06	(\$2,001.18)

**Total Credits:** (\$2,001.18)



# **Change Order Acceptance**

# **Notice of Acceptance**

I hereby agree to the listed changes to the original scope of work. Original contract terms and conditions remain in effect. Shipping and handling fee are estimated and will be billed as an actual charge. State and local taxes will be incurred as applicable.

Please return this signed and dated acceptance to Andrew Pearson for change order work to commence. Form can be emailed to Andrew.Pearson@cti.com or faxed to (855) 329-2844. Thank you.

### Bill to

Alcovy Judicial Circuit 1124 Clark St SW Covington, GA 30014

# Ship to

Alcovy Judicial Circuit 1124 Clark St SW Covington, GA 30014

J23250221 - \$11,227.29

# **Agreed and Accepted by:**

Customer Signature	CTI Signature
Printed Name	Printed Name
Title	Title
Date	Date

# Walton County Department Agenda Request

\_\_\_\_\_

Department Name: Juvenile Court

Department Head/Representative: Anne LaMalva

Meeting Date Request: November 2025

Has this topic been discussed at past meetings? No

If so, When?

**TOPIC:** Walton County Juvenile Court MOU with Break the Cycle for Life Skills Classes

Wording For Agenda:

This Request: Informational Purposes Only Needs Action by Commissioners\* yes

\*What action are you seeking from the Commissioners? **approval of MOU** 

Department Comments/Recommendation: approve

Additional Documentation Attached? MOU

Is review of this request or accompanying documentation by the County Attorney required?

If so, has a copy of the documentation been forwarded to County Attorney? yes

Date forwarded to County Attorney: October 2, 2025

Has the County Attorney review been completed? **No** 

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

Approved in current budget?

Budget information attached?

Comments: This MOU is to allow Walton County Juvenile Court to use funds

**Purchasing Department Comments:** 

**County Attorney Comments:** 

Chairman's Comments:

### WALTON COUNTY JUVENILE COURT

Anne Templeton LaMalva *Judge* 

Pam Shumake Chief Clerk/ Court Administrator 770-266-1706

303 South Hammond Drive, Suite 223 Monroe, GA 30655 770/267-1346 Michelle Nash Chief Intake Officer/ Administrator & Director of Programs

October 2, 2025

Walton County Board of Commissioners 111 South Broad Street Monroe, GA 30655

RE: Walton County Supplemental Juvenile Services Fund

Dear Commissioners,

I have attached a copy of the MOU that I am requesting be entered into with Break the Cycle Counseling and Consulting LLC to provide Life Skills Classes for Juveniles that come through our delinquency court. Carrie Tinsley and Break the Cycle will be providing curriculum for classes such as anger management, parent teen conflict, drug awareness, anti violence, anti bullying, conflict resolution, traffic law awareness etc. These classes would be paid for out of the Walton County Supplemental Juvenile Services Fund pursuant to O.C.G.A. §15-11-37. This code section provides that the governing authority of the county shall appropriate moneys from the county supplemental juvenile services fund to the juvenile court for the court's discretionary use in providing community services to child offenders. This is what Judge Rhymer used to pay for the services of Alcovy Leadership and Character Development/Evening Reporting Center. I am hoping to get this on the October Agenda as well so that we can get this approved and can start these classes November 1, 2025. Break the Cycle has partnered with Newton County Juvenile Court in providing various services and classes there as well. I am excited to offer this type of programming to Walton County juveniles. I think this will be a great asset to our court and community.

Please let me know if you have any questions or concerns.

Thank you,

Anne Templeton LaMalva

Jane Vemploure Ramalia



#### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered as of the 1st day of November 2025, by and between **WALTON COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the County Board of Commissioners (hereinafter referred to as the "County"), and **BREAK THE CYCLE COUNSELING & CONSULTING**, **LLC.**, a Georgia for-profit limited liability company, (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties."

#### WITNESSETH:

**WHEREAS,** County desires to retain Contractor to provide certain services in the completion of a Project (defined below); and

**WHEREAS,** County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

**WHEREAS,** Contractor has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

**WHEREAS**, Contractor has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

**NOW, THEREFORE,** for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

#### I. SCOPE OF SERVICES AND TERMINATION DATE

A. <u>Agreement.</u> The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – Scope of Services
Exhibit "B" – Contractor Affidavit
Exhibit "C" – Subcontractor Affidavit
Exhibit "D" – Key Personnel

- **B.** <u>Project Description.</u> The contractor will provide evidence-based programming; to include the following: Life Skills Classes for Juvenile Court Delinquency cases. We will be assisting Walton County Juvenile Court in providing classes for pre-trial diversion/informal adjustment cases and cases where a juvenile has been adjudicated delinquent in Walton County. The Life Skills Classes will include curriculum for topics such as anger management, conflict resolution, gun safety, anti-bullying, parental conflict, anti-violence, drug awareness and traffic school classes.
- C. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in Exhibit "A", attached hereto and incorporated herein by reference. Unless otherwise stated in Exhibit "A", the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.
- D. Schedule, Completion Date, and Term of Agreement. Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of November 1, 2025 (the "Effective Date"), and the Work shall be completed, and the Agreement shall terminate, on October 31, 2026 (provided that certain obligations will survive termination/expiration of this Agreement). The Term of this Agreement is for one year (FY2026). Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by County.

#### II. WORK CHANGES

- **A.** <u>Change Order Defined.</u> A "Change Order" means a written modification of the Agreement, signed by representatives of County and Contractor with appropriate authorization.
- **B.** Right to Order Changes. County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Contractor and

County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by County in its sole discretion, County shall have the right to determine reasonable terms, and Contractor shall proceed with the changed work.

- **C.** <u>Change Order Requirement.</u> Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of County and Contractor.
- **D.** <u>Authority to Approve Change Order.</u> Any Change Order affecting the price where the Maximum Contract Price (as amended) is equal to or less than \$5,000 must be approved by the Head of the Department supervising the performance of this Agreement. Any Change Order affecting the price where the Maximum Contract Price (as amended) is between \$5,000.01 and \$24,999.99 must be approved by the Chair of the County Board of Commissioners (for public works projects) or by the County Manager (for all other projects). Any Change Order affecting the price where the Maximum Contract Price (as amended) is equal to or greater than \$25,000 must be approved by resolution of the County Board of Commissioners.

#### III. COMPENSATION AND METHOD OF PAYMENT

- A. <u>Payment Terms.</u> County agrees to pay Contractor for the Work to be performed by Contractor in accordance with the Agreement. Compensation for Work performed shall be paid to Contractor upon receipt of an invoice of services performed from Contractor. Invoices shall be submitted on a monthly basis, and such invoices shall reflect the services provided. Funds used to pay for services provided by Contractor shall come from the Walton County Supplemental Juvenile Services Fund in compliance with O.C.G.A. §15-11-37. Groups shall be reimbursed at a rate of \$350.00 per group/class.
- **B.** Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed shall not, in any case, exceed one hundred thousand dollars (\$100,000.00) (the "Maximum Contract Price"), except as outlined in Section II(C) above, and Contractor represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- **C.** Reimbursement for Costs. The Maximum Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, including Director directives, work schedules, uncompensated overtime, and additional position responsibilities, and there shall be no additional reimbursement for costs.

#### IV. COVENANTS OF CONTRACTOR

A. <u>Expertise of Contractor; Licenses, Certification and Permits.</u> Contractor accepts the relationship of trust and confidence established between it and County, recognizing that County's intention and purpose in entering into this Agreement is to engage an entity with the

requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement. In particular, Contractor shall ensure that any individuals performing Work under this Agreement have undergone a criminal history investigation (including a fingerprint record check) to confirm fitness to supervise and provide treatment to minors, and such individuals shall also be instructed in the requirements set forth in O.C.G.A. § 19-7-5 relating to the reporting of child abuse.

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, et seq.). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to County. This provision shall survive termination of this Agreement.

- **B.** <u>Budgetary Limitations.</u> Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's profession and industry, Contractor will give written notice immediately to County.
- County's Reliance on the Work. Contractor acknowledges and agrees that County does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, County bears no responsibility for Contractor's Work performed under this Agreement. Contractor acknowledges and agrees that the acceptance of Work by County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- **D.** <u>Contractor's Reliance on Submissions by County.</u> Contractor must have timely information and input from County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by County, but Contractor shall provide immediate written notice to County if Contractor knows or reasonably should know that any information provided by County is erroneous, inconsistent, or otherwise problematic.

- **E.** <u>Contractor's Representative.</u> Carrie Tinsley shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.
- **F.** Assignment of Agreement. Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of County. As to any approved subcontractors, Contractor shall be solely responsible for reimbursing them, and County shall have no obligation to them.
- G. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers, including without limitation judges and staff of the County Juvenile Court (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**H.** <u>Independent Contractor.</u> Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of County or the County's Juvenile Court. Nothing in this Agreement shall be construed to make Contractor or any of its employees, servants, or subcontractors, an employee, servant or agent of County for any purpose. Contractor agrees to be

solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform the Work related to this Agreement.

Inasmuch as County and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Contractor agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of County without the express knowledge and prior written consent of County.

### I. Insurance.

- (1) Requirements: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) <u>Minimum Limits of Insurance</u>: Contractor shall maintain the following insurance policies with coverage and limits no less than:
  - (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined

- single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Contractor's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
- (3) <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by County in writing so that County may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) <u>Other Insurance Provisions</u>: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
  - (a) <u>General Liability, Automobile Liability and (if applicable) Umbrella</u> Liability Coverage.
    - (i) Additional Insured Requirement. County and County's appointed officials, officers. boards. elected and commissioners, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted

- against such Insured Party for its sole negligence.
- (ii) Primary Insurance Requirement. Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (iv) Separate Coverage. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
- (v) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for County.
- (b) <u>Workers' Compensation Coverage</u>. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for County.

### (c) <u>All Coverages</u>.

- (i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to County. County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
- (ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.

- (iii) Incorporation of Indemnification Obligations. Policies shall include an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6)Verification of Coverage: Contractor shall furnish to County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. County reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) <u>Subcontractors</u>: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) <u>Claims-Made Policies</u>: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) <u>County as Additional Insured and Loss Payee:</u> County shall be named as an additional insured and loss payee on all policies required by this Agreement, except County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation

policy.

- (10) <u>Progress Payments:</u> The making of progress payments to Contractor shall not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.
- **J.** Employment of Unauthorized Aliens Prohibited E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless:
  - (1) Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits "B" and "C"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**
  - (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "B"**, and submitted such affidavit to County or provided County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "C"**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification

was correct and complete. Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with County, Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Contractor shall be liable for all damages and delays occasioned by County thereby.

Contractor agrees that the employee-number category designated below is applicable to Contractor.

	500 or more employees.
	100 or more employees.
X	Fewer than 100 employees

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

### K. Records, Reports and Audits.

#### (1) Records:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for County under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements prescribed by County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit

findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, Contractor shall furnish to County any and all Records in the form requested by County. All Records provided electronically must be in a format compatible with County's computer systems and software.
- Audits and Inspections: At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County or County's representative(s) for examination all Records. Contractor will permit County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County's representative(s) to access and inspect the Records, or, at the request of County, shall make the Records available for inspection at County's office. Further, Contractor shall permit County or County's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, County or County's representative(s) shall not interfere with or disrupt such activities.
- L. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Walton County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.
- **M.** <u>Confidentiality.</u> Contractor acknowledges that it may receive confidential information of County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement

shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

In performing the Work, Contractor may receive County records that contain personal identifying information, including addresses, social security numbers, phone numbers, birth dates, and medical information. Contractor may use such personal information only for purposes of performing the Work and shall not share this information with any third party except as necessary to perform the Work, and then only if the third party agrees to the use restrictions found in this paragraph.

Contractor acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- N. <u>Key Personnel.</u> All of the individuals identified in Exhibit "D", attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in Exhibit "D", without written approval of County. Contractor recognizes that the composition of this team was instrumental in County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.
- Meetings. Contractor is required to meet with County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to County. Meetings will occur as problems arise and will be coordinated by County. County shall inform Contractor's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.
- **P.** <u>Authority to Contract.</u> The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

- Q. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of County, and County shall be entitled to full access and copies of all Materials in the form prescribed by County. Any Materials remaining in the hands of Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to County whether or not the Project or Work is commenced or completed; provided, however, that Contractor may retain a copy of any deliverables for its records. Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to County, Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to County, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.
- **R.** <u>Nondiscrimination.</u> In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

### V. COVENANTS OF COUNTY

- **A.** <u>Right of Entry.</u> County shall provide for right of entry for Contractor and all necessary equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- **B.** <u>County's Representative.</u> Chief Judge Anne LaMalva shall be authorized to act on County's behalf with respect to the Work as County's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

#### VI. TERMINATION

- **A.** <u>For Convenience.</u> County may terminate this Agreement for convenience at any time upon providing written notice thereof at least fifteen (15) calendar days in advance of the termination date.
- **B.** For Cause. Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County's failure to pay Contractor within thirty (30) calendar days of Contractor providing County with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, County may terminate this Agreement for cause. County shall give Contractor at least seven (7) calendar

days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of County, then County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to County for such default.

Notwithstanding the above, this Agreement may be terminated by the County immediately and without prior notice for any of the following:

- (1) Contractor's failure to perform its duties in a competent manner, as determined by the Juvenile Court Judge, in his or her sole discretion;
- (2) Contractor's failure to perform the duties assigned, as determined by the Juvenile Court Judge, in his or her sole discretion;
- (3) Contractor is charged with a felony, crime of moral turpitude, act of fraud or other crime involving dishonesty, or any crime against children;
- (4) Contractor violates any applicable duties of confidentiality;
- (5) Contractor uses any illegal drug; or
- (6) Contractor commits any act or acts that could reflect discredit on or bring disrepute to the County.

For purposes of this Section, "Contractor" includes any employee or agent of Contractor providing services to the County Juvenile Court.

- **C.** <u>Statutory Termination.</u> In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County.
- **D.** Payment Upon Termination. Upon termination, County shall provide for payment to Contractor for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, County may deduct from such payment any portion of the cost for County to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.
- **E.** Conversion to Termination for Convenience. If County terminates this Agreement for cause and it is later determined that County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

- **F.** Requirements Upon Termination. Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by County.
- **G.** Reservation of Rights and Remedies. The rights and remedies of County and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

### VII. MISCELLANEOUS

- A. <u>Entire Agreement.</u> This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.
- **B.** <u>Successors and Assigns.</u> Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.
- **C.** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Walton County, Georgia, or the U.S. District Court for the Northern District of Georgia Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.
- **D.** <u>Captions and Severability.</u> All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
- **E.** <u>Business License.</u> Prior to commencement of the Work to be provided hereunder, Contractor shall apply to County for a business license, pay the applicable business license fee,

and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

### F. <u>Notices.</u>

- (1) <u>Communications Relating to Day-to-Day Activities.</u> All communications relating to the day-to-day activities of the Work shall be exchanged between County's Representative (named above) for County and Contractor's Representative (named above) for Contractor.
- Official Notices. All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

#### **NOTICE TO COUNTY** shall be sent to:

Walton County Attn: County Manager (John A. Ward) 111 S. Broad Street Monroe, Georgia 30655

With a copy to:

Walton County Juvenile Court Attn: Judge Anne LaMalva Walton County Government Building 303 South Hammond Drive; Suite 223 Monroe, Georgia 30655

#### **NOTICE TO CONTRACTOR** shall be sent to:

Break the Cycle Counseling & Consulting, LLC Attn: Carrie Tinsley
115 Alcovy Forest Drive
Covington, GA 30014

**G.** <u>Waiver of Agreement.</u> No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no

express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

- **H.** <u>Survival.</u> All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.
  - I. <u>No Third Party Rights.</u> This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- **J.** <u>Sovereign Immunity; Ratification.</u> Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the County Board of Commissioners shall authorize the Chair to execute this Agreement on behalf of County.
- **K.** No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by County or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal contractual liability, except where Contractor is a sole proprietor. The Parties agree that, except where Contractor is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Contractor or County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers.

### L. Counterparts; Agreement Construction and Interpretation. This

Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement and has notified County of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to County shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

- M. Force Majeure. Neither County nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- **N.** <u>Material Condition.</u> Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County at law or in equity.

IN WITNESS WHEREOF County and Contractor have executed this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

# **CONTRACTOR:**

# BREAK THE CYCLE COUNSELING & CONSULTING, LLC

	By:
	[SEAL]
Attest/Witness:	
Signature:	
	WALTON COUNTY, GEORGIA
	By:  David Thompson, Chairman of the Board of Commissioners
Attest:	[COUNTY SEAL]
Signature: Print Name: Title: County Clerk	
Approved as to form:	
County Attorney	Date

# EXHIBIT "A"

# **SCOPE OF SERVICES**

The Contractor shall provide the following services to or on behalf of the County:

## **Treatment Services:**

Weekly Life Skills Groups (\$350.00/group)-up to 10 youth per session

of

<b>EXHIBIT</b>	"B"
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STATE OF	
COUNTY OF	

### **CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 Walton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement 91. ram e of ctor

program, in accordance with the applicable provision Furthermore, the undersigned contractor will continuous throughout the contract period and the undersigned conservices in satisfaction of such contract only with sub with the information required by O.C.G.A. § 13-10-9	ns and deadlines established in O.C.G.A. § 13-10-91 nue to use the federal work authorization program ontractor will contract for the physical performance of econtractors who present an affidavit to the contractor
Contractor hereby attests that its federal work autauthorization are as follows:	thorization user identification number and date of
Federal Work Authorization User Identification Number	Signature of Authorized Officer or Agent
Date of Authorization	Printed Name and Title of Authorized Officer or Agent
Break the Cycle Counseling & Consulting, LLC Name of Contractor  Juvenile Court CHINS Grant Name of Project	SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF
Walton County, Georgia Name of Public Employer	NOTARY PUBLIC [NOTARY SEAL]
	My Commission Expires:
I hereby declare under penalty of perjury that the foregoing is true and correct.  Executed on, 20 in (city), (state).	

# EXHIBIT "C"

STATE OF _	
COUNTY O	$\mathbf{F}$

## **SUBCONTRACTOR AFFIDAVIT**

NOT APPLICABLE – No Subcontractors will be used.

# EXHIBIT "D"

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

<u>Individual</u> <u>Position</u>

Carrie Tinsley	CEO of Break the Cycle Counseling and Consulting, LLC
Kim Gable	CEO of Break the Cycle Counseling and Consulting, LLC

Item 10.3.



Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree Street, NW Atlanta, GA 30308 (404) 631-1000 Main Office

10/16/2025

David Thompson, Chairman Walton County 303 South Hammond Drive Monroe, Ga 30655

SUBJECT: Indication of Roundabout Letter of Support

SR 81 @ June Ivey Rd/Bentley Rd

Walton County

Dear David Thompson:

In an effort to finalize the process necessary for the consideration of the installation of a roundabout at the above location, please complete the enclosed "Indication of Roundabout Support" form with the appropriate signatures and return to this office at the following address:

Georgia Department of Transportation Jonathan Peevy, P.E., District Traffic Engineer 1475 Jesse Jewell Pkwy NE, Suite 100 Gainesville, GA 30501

The completion of this document does not guarantee the installation of a roundabout.

Please feel free to contact Jonathan Peevy at 770-533-8276 if you have any questions.

Sincerely,

Jonathan Peevy, P.E.

District Traffic Engineer

JΡ

Item 10.3.



Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree Street, NW Atlanta, GA 30308 (404) 631-1000 Main Office

### INDICATION OF ROUNDABOUT SUPPORT

Attn:	State Traffic Engineer 935 United Avenue		
	Atlanta, GA 30316		

To the Georgia Department of Transportation:

#### Location

The **COMMISSIONERS** of **Walton** County support the consideration of a roundabout at the location specified below.

State/County Route Numbers: SR 81 @ June Ivey Rd/Bentley Rd

#### **Associated Conditions**

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted, and all of the conditions are hereby agreed to. The undersigned is duly authorized to execute this agreement.

	The	Day of	, 20
	Ву:		
Attest:	Title:		
Cler	k		

## WALTON COUNTY HOSPITAL AUTHORITY

P.O. Box 1026 Monroe, GA 30655-1026 770-207-1408

wchcfi@gmail.com

Ms. Rhonda Hawk County Clerk Walton County Bd. of Commissioners

Dear Ms. Hawk:

RE: Hospital Authority Board Appointments

The following board appointment expires on 9/30/2025 and we request a Re-appointment for a five year term expiring 9/30/2030.

1. Mr. Scott Simpkins

Also there are two vacancies to be filled: Dr. Henry Wall and Dr. Rich Jacob. Dr. Wall retired from the board, Dr. Jacob relocated to Hart County.

The following individuals are being recommended for appointments expiring 2030. Both are currently serving on the Walton County Health Care Foundation Board (see enclosed minutes from Authority meeting dated July 15th, 2025)

- Tonja Parr- Ms. Parr has served on the Foundation Board for several years. Lifelong Walton County resident, lives in Social Circle Ms. Parr is a Life/Health coach.
- 2. Sandy Haupt- IMs. Haupt is the newest Foundation Board member, also a lifelong Walton Co. resident, currently living in Monroe. Ms. Haupt is a FNP working with Dr. Joel Garrison at Monroe Primary Care in Monroe.

Thank you so much for your assistance with these requests. Please feel free to call Ben Garrett at 770-601-2180 or via email <a href="wchcfi@gmail.com">wchcfi@gmail.com</a> if you have any questions or need further information.

Respectfully,

Alan Duval, Chairman

# WALTON COUNTY HOSPITAL AUTHORITY

P. O. Box 1026 Monroe, GA 30655-1026 770-207-1408 FAX 207-1409 wehefi@gmail.com

### MINUTES OF MEETING July 15th, 2025

The Walton County Hospital Authority held a meeting on July 15<sup>th</sup>, 2025. Meeting was held at 140 E Washington St., Monroe GA 30655.

Chairman Duval called the meeting to order at 10:00 AM and declared a quorum.

Those present included Alan Duvall, Scott Simpkins, Ben Garrett, Melissa Chapman, Charles Preston, and Angela Yarman.

The agenda was reviewed and approved. Motion to approve by Angela Yarman, seconded by Scott Simpkins, unanimously approved.

The minutes of the March 11<sup>th</sup>, 2025 meeting were reviewed and approved. Motion to approve by Melissa Chapman, seconded by Scott Simpkins, unanimously approved.

The Authority's FYE 10-31-2024 financial statement, prepared by KSA Accounting was reviewed. Motion to approve by Charles Preston, seconded by Sue McCullers, unanimously approved.

Secretary Garrett presented the five prospective Walton County Health Care Foundation board members. The Authority discussed each. The candidates were Russell Bennett, Ashly Blackstone, Sandy Haupt, Kim LaPlante and Julie Sams.

Each board member ranked the candidates 1-5. The results were as follows: Haupt received three first place votes, Bennett received two and Blackstone one. The board repeated the ranking on the three finalists, the results were as follows: Haupt received four first place votes, Bennett two and Blackstone

one. A motion was then made by Charles Preston to affirm the votes and nominate Haupt, seconded by Melissa Chapman, unanimously approved.

The board then approved a slate of officers for the Authority;

Chairman: Alan Duvall

Vice Chairman: Scott Simpkins Treasurer: Melissa Chapman

Secretary: Ben Garrett

Motion to approve officers made by Angela Yarman, seconded by Charles Preston, unanimously approved.

Garrett then discussed the expiration of the Ambulance Agreement and will call Ronnie Almand to move toward closing of agreement.

There being no further board or public comment, the meeting was adjourned.

Ben Garrett, Secretary



DATE: October 22, 2025

TO: Walton County Board of Commissioners

David Thompson, Chairman

FROM: Tommy Knight, Chief Appraiser

Walton County Board of Assessors

RE: Reappointment of BOA Member, Glenn Barton

Glenn Barton has served on the Board of Assessors for 21 years. He has served as Chairman of the Board of Assessors several times during this tenure. He has completed all courses as necessary and maintains current continuing education hours.

His current term as a Board of Assessor member is set to expire on December 31, 2025. I hope you and the county commissioners will reconsider him for re-appoint to a new Six-Year term of January 1, 2026 – December 31, 2031.

His knowledge and experience continues to be a valuable asset to this office.



# **Azalea Regional Library System**

Serving Greene, Hancock, Jasper, Morgan, Putnam, and Walton Counties

1121 East Avenue Madison, Georgia 30650

www.azalealibraries.org

Phone: (706) 342-4974 Fax: (706) 342-4510

October 03, 2025

Walton County Board of Commissioners Attn: Chairman David Thompson 303 South Hammond Drive Suite 330 Monroe, GA 30655

### Dear Chairman Thompson:

The W. H. Stanton Memorial Library has a vacancy on the Library Board of Trustees. We request that **Matt Remiliard** be appointed to fill this vacancy for a term beginning October 1, 2025, and ending June 30, 2032.

Mr. Remillard is a current resident of Walton County. We are confident he will be an excellent representative of the County and will make valuable contributions to the W.H. Stanton Memorial Library Board.

Thank you for your consideration of this request.

Sincerely,

Stacy Brown

Stacy Brown
Executive Director

sbrown@azalealibraries.org 706.342.4974 ext.1010