



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, November 01, 2022 at 6:00 PM  
Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia  
Phone: 770-267-1301 | Fax: 770-267-1400

## AGENDA

### 1. PRESENTATIONS

- 1.1. Mental Health Task Force

### 2. MEETING OPENING

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

### 3. ADOPTION OF AGENDA

- 3.1. Additions/Deletions

### 4. PROCLAMATIONS

- [4.1.](#) Retired Educators Day

### 5. PLANNING COMMISSION RECOMMENDATIONS

- [5.1.](#) Approval of Z22080022 - Rezone 146.13 acres from R1OS to A1 -  
Applicant/Owner: Alcovy River LLC - Property located at 7059 Hwy. 81/Double Springs Rd. - Map/Parcel C0580027 - District 1
- [5.2.](#) Approval with conditions - Z22090001 - Rezone 92.012 acres from A1 to R1OSC -  
Applicant/Owner: Reliant Homes GA LLC - Property located at Broadnax Mill Rd./Marce Camp Rd. - Map/Parcel C0480050 & 0053–District 1

*Recommended Conditions: 1) Developer to add a restriction into the Covenants that no more than 20% of the homes in the subdivision be rented at any one time, 2) landscape buffers to be added to the public right of way where there are no existing trees, 3) upon final determination of subdivision entrance, address possibility of additional screening, turn lane, etc.*

- [5.3.](#) Approval of OA22080002 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 09/01/2022

### 6. ORDINANCE

**6.1.** Amendments to Chapter 10 of the Code of Ordinances

**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 4, 2022 Meeting Minutes

**7.2.** Contracts & Budgeted Purchases of \$5000 or Greater

**7.3.** Declaration of Surplus Property

**7.4.** ACCG Group Health Benefits Program - Group Adoption Agreement

**7.5.** LOR 2022 #297-10-2022 Update Routes - City of Social Circle

**7.6.** Agreement - Offender Supervision Services - Georgia Probation Management

**7.7.** Engagement Letter - Bingham Arbitrage Rebate Services - WCWSA Revenue Bonds/HLC Reservoir Project Series 2016

**7.8.** VOCA Grant Renewal - District Attorney's Office

**7.9.** VOCA Grant Renewal - Victim Compensation Advocate - District Attorney's Office

**8. RESOLUTIONS**

**8.1.** Resolution - Project Length Budget for 2023 Resurfacing Projects and Budget Amendment

**8.2.** Resolution - Mental Health Task Force

**9. HUMAN RESOURCES**

**9.1.** Agreement - One to One Health - Employee Health Clinic

**10. CONTRACTS**

**10.1.** Donation of Right of Way - E. Spring and N. Lumpkin to City of Monroe/Streetscape Project

**11. ACCEPTANCE OF BIDS/PROPOSALS**

**11.1.** Proposals - Generators and Installation

**12. APPOINTMENTS**

**12.1.** Walton County Board of Tax Assessors

**13. DISCUSSION**

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

**13.2.** Proposal to change January 3, 2023 meeting to January 10, 2023

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

**15. ANNOUNCEMENTS** - Special Called Meeting -Tuesday, November 8th, 6:00 p.m. - Local Option Sales Tax Mediation

**16. EXECUTIVE SESSION**

**17. ADJOURNMENT**

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

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below 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.

<http://www.waltoncountyga.gov/Clerk/Public%20Comment%20Form.pdf>

For more information, please contact Rhonda Hawk.

**BY THE CHAIRMAN OF THE BOARD OF COMMISSIONERS,  
COUNTY OF WALTON, STATE OF GEORGIA**

**WHEREAS:** The Governor of the State of Georgia has proclaimed the day of Sunday, November 6, 2022 as Retired Educators Day in Georgia; and

**WHEREAS:** There are more than 141,000 retired educators in Georgia, 32,000 plus of whom are members of the Georgia Retired Educators Association; and

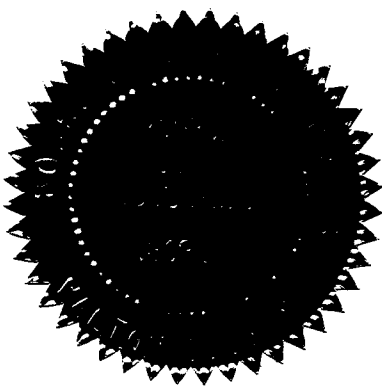
**WHEREAS:** The retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and

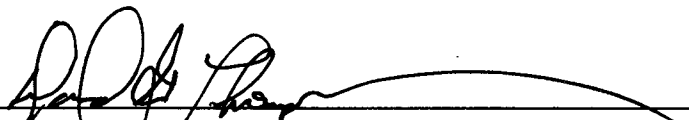
**WHEREAS:** It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and

**WHEREAS:** Local churches will recognize those lasting contributions made by retired educators in this community; now

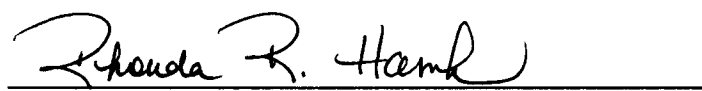
**THEREFORE:** I, David G. Thompson, Chairman of the Walton County Board of Commissioners, do hereby proclaim the day of November 6, 2022, as "RETIRED EDUCATORS DAY" and I call upon the citizens of Walton County to observe that day in an appropriate manner honoring retired educators.

Given unto my hand and seal at the Historic Walton County Courthouse in Monroe, Georgia, on this 1<sup>ST</sup> day of November, in the year of our Lord, 2022.



  
\_\_\_\_\_  
David G. Thompson, Chairman, Walton County Board  
of Commissioners

ATTEST:

  
\_\_\_\_\_  
Rhonda R. Hawk, Clerk, Walton County Board of  
Commissioners





# Planning and Development Department Case Information

Case Number: Z22080022

Meeting Dates: Planning Commission 10-06-2022  
 Board of Commissioners 11-01-2022

Current Zoning: R1OSC

Request: Rezone property back to A1 from R1OSC

Address: 7059 Highway 81/Double Springs Road

Map Number: C0580027

Site Area: 146.13 acres

Character Area: Suburban

District 1: Commissioner – Bo Warren

Planning Commission –Josh Ferguson

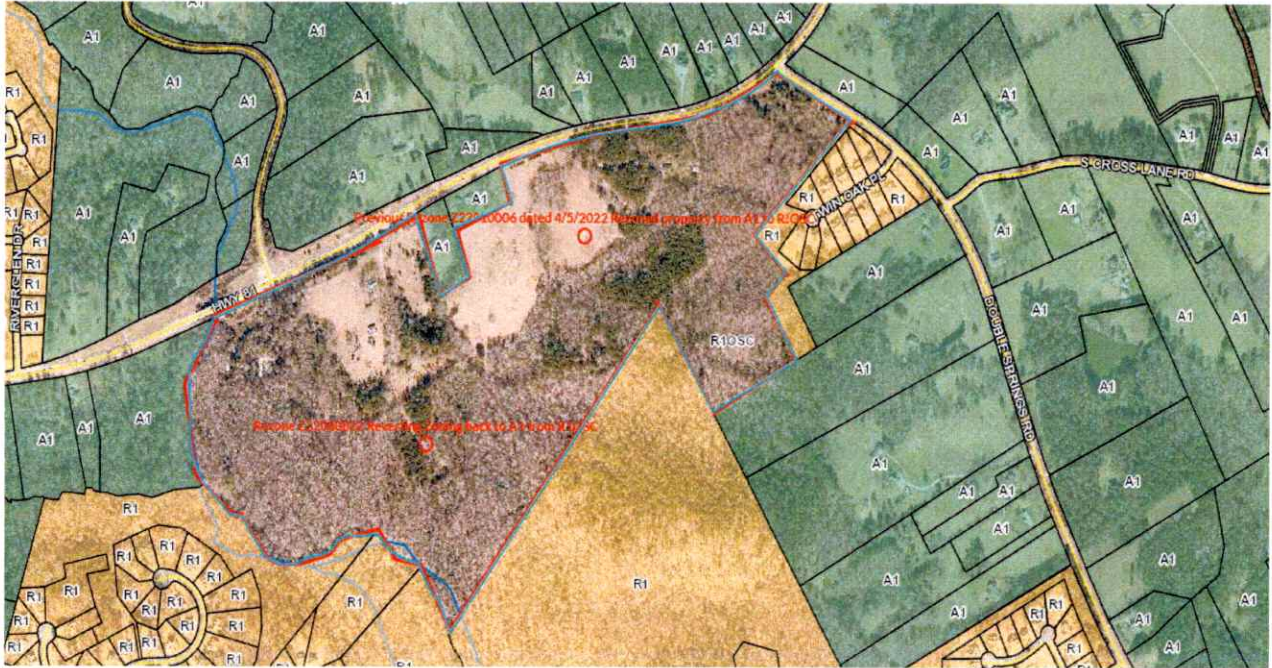
Applicant/Owner:  
 Alcovy River LLC  
 16470 Freemanville Rd  
 Milton, Georgia 30004





Existing Site Conditions: This is a 146.13 acre property.

The surrounding properties are zoned A1 and R1.



**Staff Comments/Concerns:** This property was approved for rezone in case number Z22010006 on 4/5/2022 for a residential subdivision from A1 to R1OSC zoning with conditions.

History:

Z22010006	LGI Homes LLC	A1 to R1OSC for residential subdivision	C0580027 7059 Hwy 81/Double Springs Road	Approved w/conditions
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Comments and Recommendations from various Agencies:

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

Sheriffs' Department: No impact on the Walton County Sheriff's Office.

Water Authority: This area is currently served by a 10" water main along Highway 81 and 8" water main along Double Springs Road. (static pressure: 50 psi, Estimated fire flow available: 1,600 gpm @ 20 psi). **No system impacts anticipated.**

Fire Department: No comment received

Fire Code Specialist: Fire Code Specialist has no comment.

Board of Education: Will have an effect on the Walton County School System, creating a need for more classrooms, teachers, and transportation.

Development Inspector: No comment received.

DOT Comments: Will require DOT coordination.

**PC ACTION 10/6/2022:**

**Rezone – Z22080022 – Rezone 146.13 acres from R1OSC to A1 – Applicant/Owner: Alcovy River LLC - Property located on 7059 Hwy 81/Double Springs Rd-Map/Parcel C0580027 – District 1.**

**Presentation: Larry Covington represented the case. He would like to rezone this property back to A1 from R1OSC to have a small acreage development for houses.**

**Speaking: None**

**Recommendation: Brad Bettis made a motion to approve as presented with a second by Wesley Sisk. The motion carried unanimously.**

# Rezone Application # Z22080022 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-6-2022 at 6:00PM held at WC Board of Comm. Meeting Room

Board of Comm Meeting Date 11-1-2022 at 6:00PM held at WC Historical Court House

**You or your agent must be present at both meetings**

Map/Parcel C0580027

**Applicant Name/Address/Phone #**

Alcovy River, LLC  
16470 Freemanville Rd  
Milton, GA 30004

E-mail address: Larry Wayne Covington  
@gmail.com

Phone # 770-826-6288

Location: 7059 Hwy  
Hwy 81 + Double Springs Rd

**Property Owner Name/Address/Phone**

Alcovy River, LLC  
16470 Freemanville Rd  
Milton, GA 30004

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

Phone # 770-826-6288

Requested Zoning A-1 Acreage 146.13

Existing Use of Property: Vacant

Existing Structures: Two houses

The purpose of this rezone is Reverting back To A-1

Property is serviced by the following:

Public Water:  Provider: \_\_\_\_\_ Well: \_\_\_\_\_

Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank:

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

Signature [Signature]

Date 8/31/22

Fee Paid \$ 650.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning R10SC Surrounding Zoning: North R1 A1 South A1  
East R1 A1 West A1

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

Commission District: 1-Bol Warren Watershed: Alcovy River - A-1 TMP

I hereby withdraw the above application \_\_\_\_\_ Date \_\_\_\_\_



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

**Provide written documentation addressing each of the standards listed below:**

1. Existing uses and zoning of nearby property;  
Agriculture / Residential

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

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

4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;  
No hardship would be imposed on neighbors

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

*The suitability of the property is well suited for the requested zoning.*

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

*Two houses are on the property.*

STATE OF GEORGIA  
COUNTY OF WALTON

CASE NO. Z22010006

1. Rezone – Z22010006 – Rezone 146.13 acres from A1 to RIOSC for a residential subdivision– Applicant: LGI Homes LLC/Owner: Alcovy River LLC/Jim Williams, Jr. – Property located on 7059 Hwy 81/Double Springs Road - Map/Parcel C0580027 – 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 A1 TO RIOSC by LGI Homes LLC for the proposed use OF A RESIDENTIAL SUBDIVISION, Map/Parcel ID C0580027; 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 04-05-2022 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 A1 to RIOSC Case No. Z22010006 is hereby APPROVED WITH CONDITIONS.

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 5TH DAY OF APRIL, 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# C0580027 was changed from A1 TO RIOSC WITH THE FOLLOWING CONDITIONS:

1. The property shall be limited to single-family detached dwellings and accessory uses and structures not to exceed 100 lots.
2. The minimum heated floor area per dwelling unit shall be 2,000 square feet for single-story homes and 2,200 square feet for two-story homes.
3. Homes shall be constructed primarily of brick or stacked stone on the front façade. The balance of the home may be the same or of fiber-cement siding, shake or board and batten, with a minimum three-foot high brick or stacked stone water table.

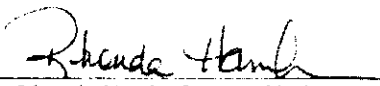
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- 4. All dwellings shall have at least an enclosed double-car garage.
- 5. A 100-foot wide undisturbed buffer shall be provided along the frontage of Highway 81 and Double Springs Road. The first 50 feet of the buffer shall be located outside of all proposed lots and shall be maintained by the Homeowner's Association.
- 6. Natural vegetation shall remain on the property until the issuance of a Development Permit.
- 7. All grassed areas on front and sides of dwelling lots shall be sodded.
- 8. Provide underground utilities throughout the development.
- 9. Detention pond(s) shall be fenced with a black vinyl-coated chain link fence a minimum of five feet in height, and shall be fully screened from view of adjacent residences with a double staggered row of evergreens.
- 10. Project ingress and egress onto Double Springs Road shall be prohibited. Access shall only be provided onto Highway 81.
- 11. Project entrance shall be landscaped by the developer and maintained by the Homeowners Association. The entrance(s) shall include a decorative masonry entrance feature. Landscape plans and entrance feature design shall be subject to review and approval by the Director of Planning and Development.

SO ORDAINED, this 5<sup>TH</sup> DAY OF APRIL, 2022.

Board of Commissioners of Walton County

By:   
David G Thompson, Chairman

Attest:   
Rhonda Hawk, County Clerk





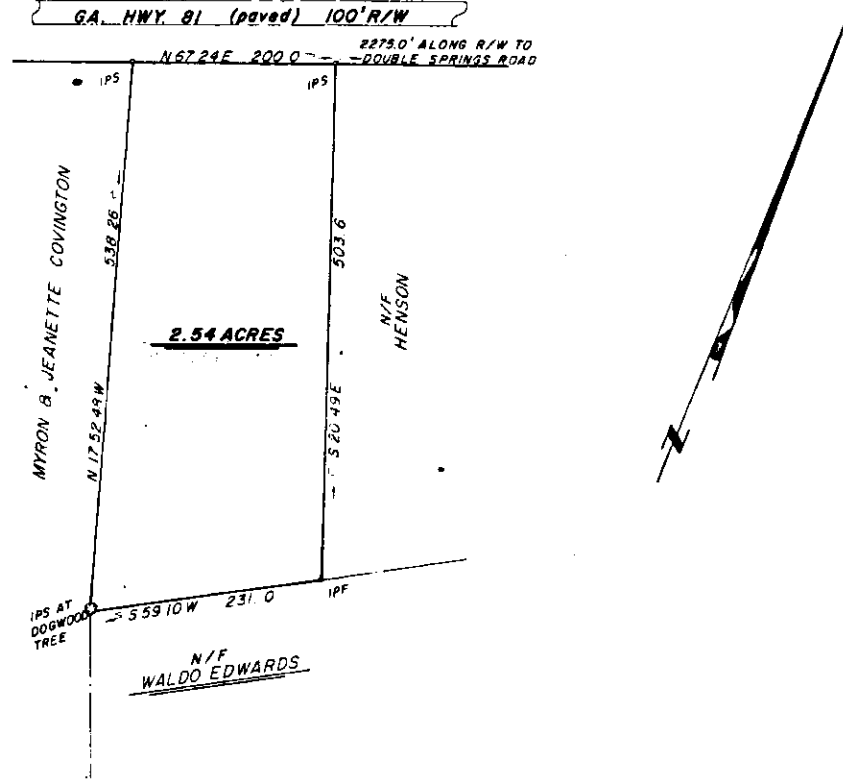


I certify that the subdivision plat shown hereon has been found to comply with the Land Development Ordinance of Walton County, Georgia, and that it has been approved by the Walton County Planning Commission for recording in the Office of the Clerk of the Superior Court of Walton County, Georgia.

FILED JAN - 9 1990  
PLAT BOOK 158 PAGE 247  
KATHY K. KEESSE  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA

This 12-29-89 day of December, 1989.

*Doyle Mitchell*  
CHAIRMAN, WALTON COUNTY  
PLANNING COMMISSION

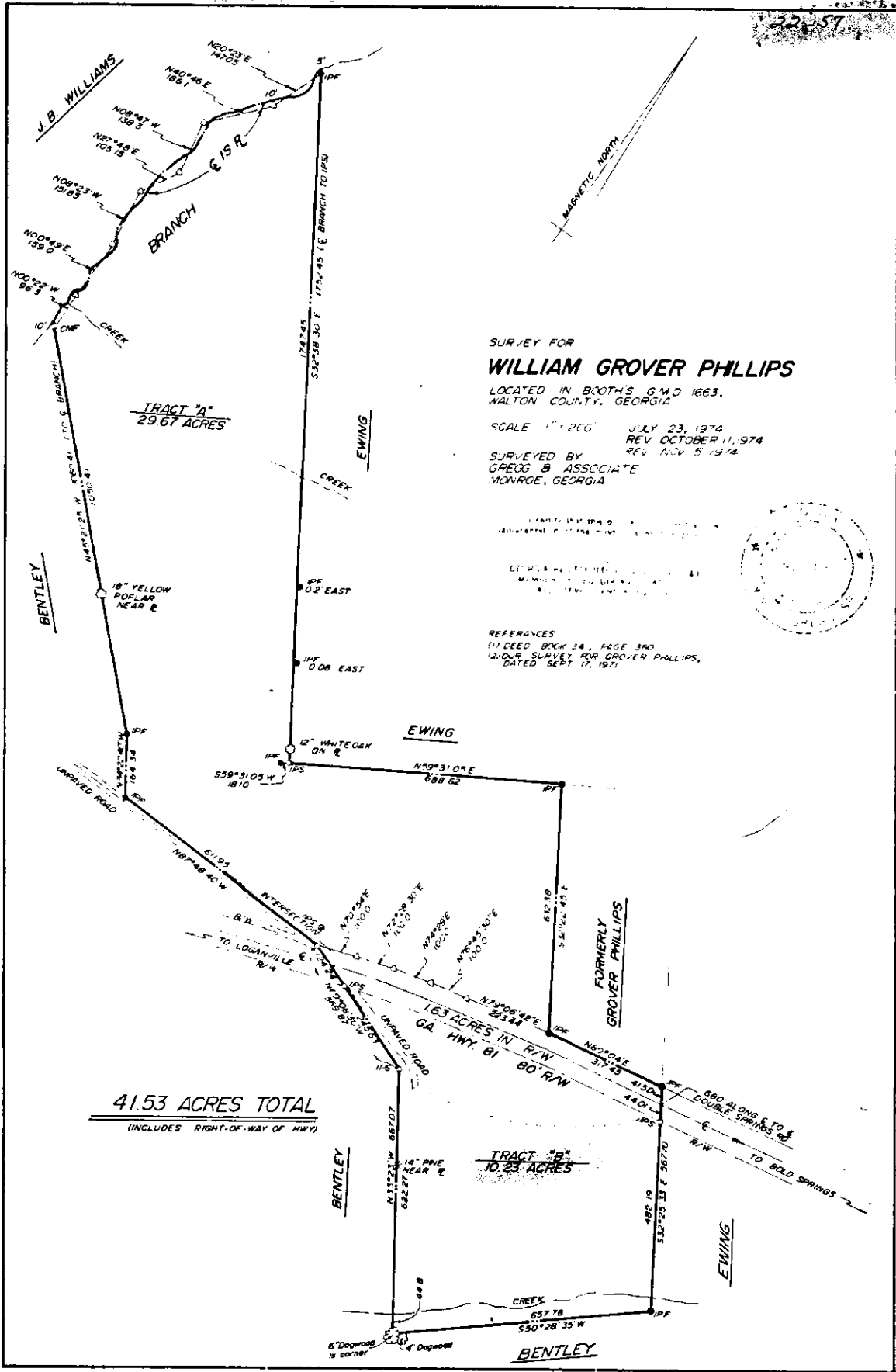


*W. T. Dunahoo*  
W. T. DUNAHOO AND ASSOCIATES, INC.  
ATLANTA, GEORGIA



IPS - IRON PIN SET  
IPF - IRON PIN FOUND

SURVEY FOR				STATE OF GEORGIA
<b>ROBERT WARREN &amp; BRENDA WARREN</b>				
CITY	GMD	COUNTY	SCALE	DATE
1653	WALTON	1" = 100'	8-12-87	
W. T. DUNAHOO AND ASSOCIATES, INC.				
ATLANTA, GEORGIA		PH - 867-3911		WINNER, GEORGIA



SURVEY FOR  
**WILLIAM GROVER PHILLIPS**

LOCATED IN BROTTS G.M.D 1663.  
 WALTON COUNTY, GEORGIA

SCALE 1" = 200' JULY 23, 1974  
 REV OCTOBER 11, 1974  
 REV NOV 5, 1974

SURVEYED BY  
 GREGG B ASSOCIATE  
 MONROE, GEORGIA

- REFERENCES  
 (1) DEED BOOK 34, PAGE 380  
 (2) OUR SURVEY FOR GROVER PHILLIPS,  
 DATED SEPT 17, 1971

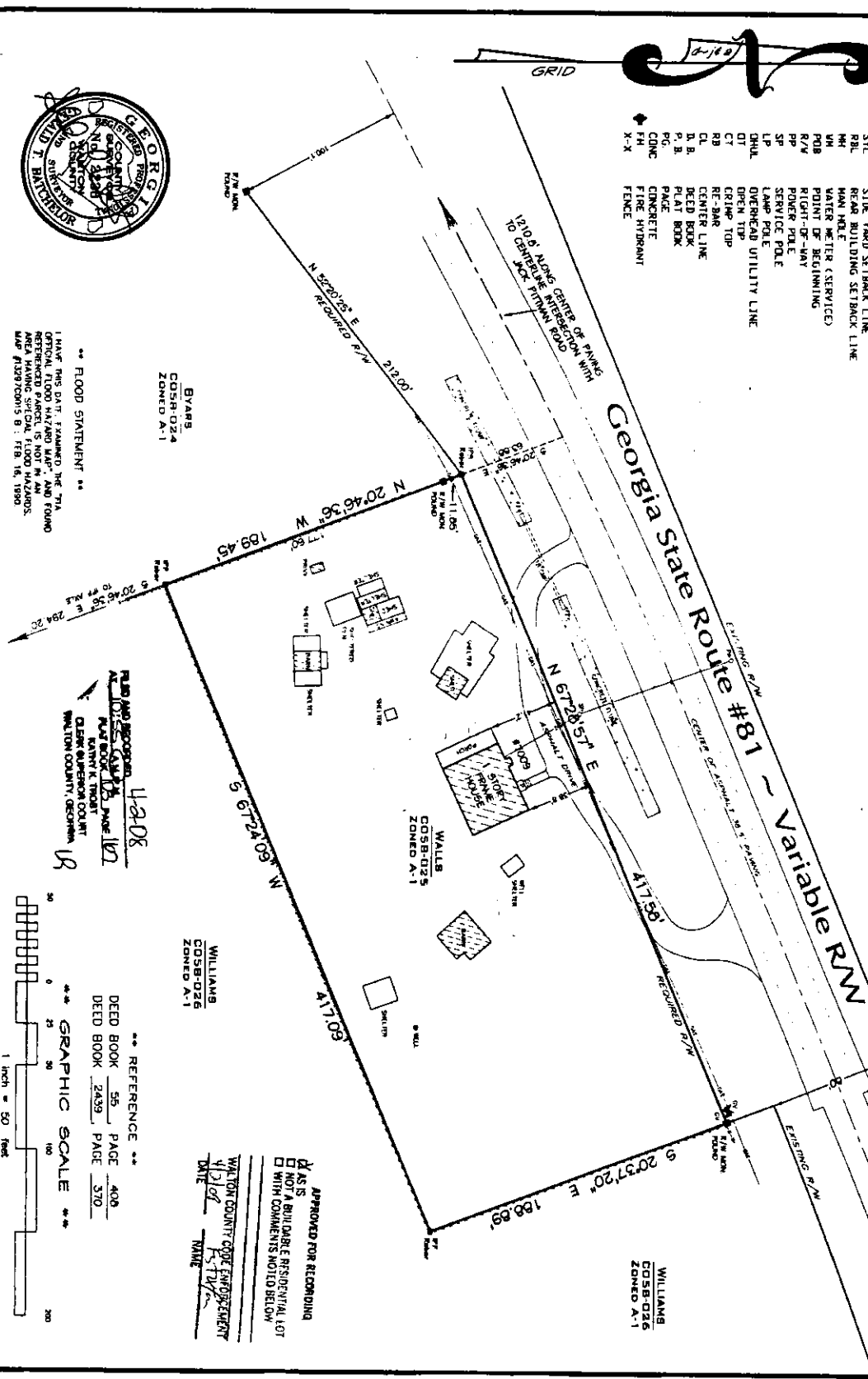


RECORDED  
 This 29<sup>th</sup> day of July, 1977  
 Thomas B. Butcher  
 Clerk, Walton Superior Court

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE THAT EXCEEDS 1 FOOT IN 10,000 FEET, AND AN ANGULAR ERROR OF 04 SECONDS PER ANGLE POINT AND WAS ADJUSTED BY LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE IN EXCESS OF 1 FOOT IN 100,000 FEET, AN ELECTRONIC TOTAL STATION AND DATA COLLECTOR WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE COORDINATE MONUMENT FOUND WITHIN 500 FEET OF THIS PROPERTY.

- LEGEND
- CHP CORRUGATED METAL PIPE
  - PCP REINFORCED CONCRETE PIPE
  - PBB POINT OF BEGINNING
  - PCC POINT OF COMMENCEMENT
  - BSL BUILDING SETBACK LINE
  - IFB IRON PIN FOUND
  - IFP IRON PIN SET
  - FBL FRONT BUILDING SETBACK LINE
  - SYL SIDE YARD SETBACK LINE
  - RBL REAR BUILDING SETBACK LINE
  - MH MAN HOLE
  - VM WATER METER (SERVICE)
  - PBB POINT OF BEGINNING
  - R/W RIGHT-OF-WAY
  - PP POWER POLE
  - SP SERVICE POLE
  - LP LAMP POLE
  - OHM OVERHEAD UTILITY LINE
  - OT OPEN TOP
  - CT CERAMIC TOP
  - RD RE-PAIR
  - RL RE-SET
  - DL CENTER LINE
  - PL PLAY BOOK
  - PG PAGE
  - PC CONC
  - PH FIRE HYDRANT
  - K-X FENCE

Area - 1.811 Acre



I HAVE THIS DAY EXAMINED THE TIA REFERENCE TO PARCELS NOT IN AREA HAVING SPECIAL FLOOD HAZARDS MAP #1329700015 B: FEB. 16, 1990

\*\* FLOOD STATEMENT \*\*

BYARS  
COSR-024  
ZONED A-1

WALLS  
COSR-025  
ZONED A-1

WILLIAMS  
COSR-026  
ZONED A-1

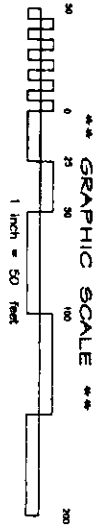
WILLIAMS  
COSR-026  
ZONED A-1

PLAT AND RECORDS  
FILED  
MAR 27 2000  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA

APPROVED FOR RECORDING  
I AS IS  
NOT A BUILDABLE RESIDENTIAL LOT  
WITH COMMENTS NOTED BELOW

WALTON COUNTY CODE ENFORCEMENT  
DATE NAME

\*\* REFERENCE \*\*  
DEED BOOK 55 PAGE 408  
DEED BOOK 2439 PAGE 370



9454  
PLAT OF SURVEY PREPARED FOR  
THE ESTATE OF  
**Ernest H. Walls, Sr.**  
LAND LOT 1 ~ 4th LAND DISTRICT  
WALTON COUNTY, GEORGIA

REVISION	DATE	SUBMITTED	DRAWN

DILLS-JONES & ASSOCIATES, INC.  
CIVIL ENGINEERING ~ LAND SURVEYING  
P.O. BOX 1618  
LOGANVILLE, GEORGIA 30052-1618  
PHONE: (770) 466-9975 FAX: (770) 466-9188





# Planning and Development Department Case Information

Case Number: Z22090001

Meeting Dates: Planning Commission 10-06-2022  
Board of Commissioners 11-01-2022

Current Zoning: A1

Request: Rezone property from A1 to R1OSC

Address: Broadnax Mill Road/Marce Camp Road

Map Number: C0480050 & C0480053

Site Area: 92.012 acres

Character Area: Suburban

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

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



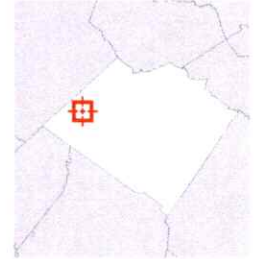
Parcel 50  
84.35 acres

Parcel 53  
2.00 Acres





Overview



Legend

- Contour Lines 10Ft
- Parcels
- Parcel Numbers + Acreage
- Roads

Parcel ID	C0480050	Owner	RELIANT HOMES GA LLC	Last 2 Sales			
Class Code	Agricultural		P O BOX 2655	Date	Price	Reason	Qual
Taxing District	Walton County		LOGANVILLE, GA 30052	3/15/2022	\$1357840	LM	Q
Acres	89.35	Physical Address	2460 BROADNAX MILL RD	3/7/2022	0	DG	U
		Appraised Value	Value \$717620				

(Note: Not to be used on legal documents)

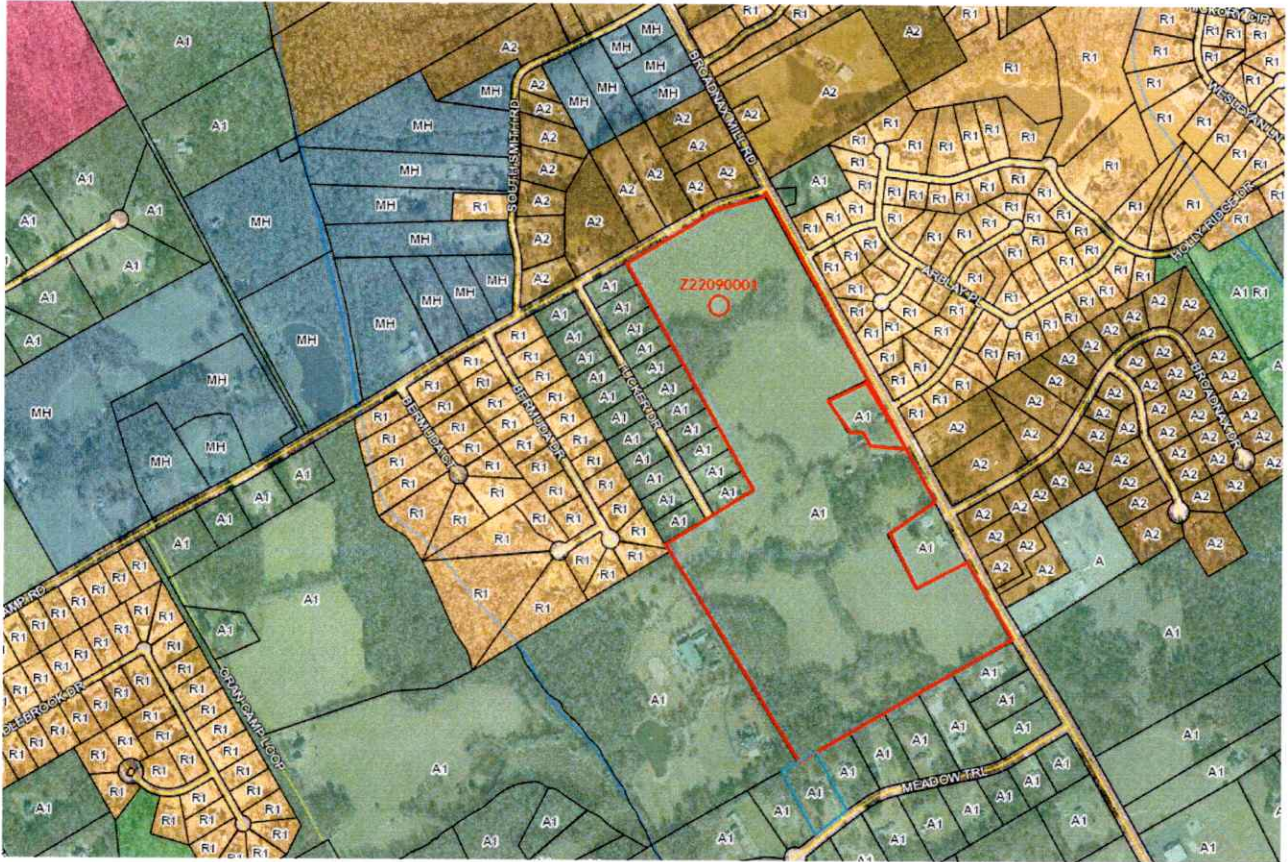
Date created: 9/8/2022  
 Last Data Uploaded: 9/8/2022 6:38:15 AM

Developed by Schneider GEOSPATIAL



Existing Site Conditions: This is 2 parcels. Parcel C0480050 contains 89.35 acres and Parcel C0480053 contains 2.00 acres.

The surrounding properties are zoned A1, A2 and R1.



**Staff Comments/Concerns:** The applicant has requested this 92 acres be rezoned with OSC overlay which allows 1 dwelling per 1 acre density. This development could be developed with 92 lots, however the applicant is requesting 68 lots which is a 26% decrease in total lots.

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a proper A-cell and D-cell lane to be installed. Note: May need to consider centerturn lane installed if the design lines up with development entrance across the street.

Sheriffs' Department: The current estimated population of Walton County is 99853. The Walton County Sheriff's Office issued 49336 case numbers from calls for service in 2021. This does not include business checks that are conducted every night. Walton County currently has about 34799 households with an average of 2.9 people per residence. Any increase of population the service demand of all public safety will be more.

Water Authority: This area is currently served by a 6" water main along Broadnax Mill Road. (static pressure: 60 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). **A new water main will be required to distribute water within the development, looping through development from Broadnax Mill to Marce Camp Road to improve water quality and flow availability. Please coordinate with WCWD.**

Fire Department: No comment received.

Fire Code Specialist: Fire Department access shall be 26' FOC-FOC, plans show 26' BOC-BOC. Fire hydrants shall be placed a minimum of 500' apart.

Board of Education: Will have an effect on the Walton County School System, creating a need for more classrooms, teachers, and transportation.

Development Inspector: No comment received.

DOT Comments: Will not require DOT coordination.

**PC ACTION 10/6/2022:**

- 1. Rezone – Z22090001 – Rezone 92.012 acres from A1 to R1OSC – Applicant/Owner: Reliant Homes GA LLC - Property located on Broadnax Mill Rd/Marce Camp Rd-Map/Parcel C0480050 & 0053 – District 1.**

**Presentation: Ned Butler with Reliant Homes GA LLC represented the case. They would like to rezone the large parcel of 89.35 acres as well as a 2.00-acre tract that has a little white house on it to R1OSC. The property is 92 acres but they are only doing 68 lots and this subdivision would have home similar to the ones in Alcovy Mountain Subdivision. The houses will be 1,950 sq. ft. to 2,600 sq. ft. and the price will be in the**

**\$400,000 and up. The houses will have hardy siding on all sides and will have a brick water table in the front. He stated that he has met with some neighbors in Cevera Lakes Subdivision through the HOA. There will be no more than 20% of the houses rental and they would be a 12-month term lease. There will not allow Airbnb. There is a surveyor locating existing trees and determining where trees need to be added to the landscape. As far as the entrance, the surveyors are checking on sight distance and they will possibly be moving the entrance across from the church to address the issue brought up by homeowners in Cevera Lakes who had concerns about lights shining into their homes at night. He stated Public Works wants an A-cell and D-cell lane and a center turn lane if the street lines up with the entrance of Cevera Lakes. Brad Bettis asked about the 20% rental asking who will monitor that. Ned Butler stated that while they have control they turn it over to a Management Company and encourage the homeowners to leave it with a management company. The Management will receive and approve a lease. These rentals would be for hardship cases such as divorce, health problems, loss of job and this will be better than property going into foreclosure. Since the site plan was done, they would like to add some conditions due to meeting with some people in the community and they are:**

- 1. Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or Rental properties shall be for a minimum 12-month term.**
- 2. Landscape buffers will be added to the public right of ways where existing trees are not existing.**
- 3. Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc.**

**Speaking: Sam Mosley spoke and stated that he lives at 1203 Lancelot Court. He has concerns about the entrance to the new subdivision and the amount of traffic. He stated with the 68 lots would be approximately 150 cars if 3 times a day would be another 1,000 trips on the road. There have been numerous subdivisions added to Broadnax Mill within the last 20 years and even though the speed limit says, 55 people top the hill at 60 to 65 miles per hour and it would be very beneficial to reduce the speed limit. He would like to see the entrance off Marce Camp Road.**

**Kim Mitchell who lives at 1200 Lancelot Court and she said that as far as the entrance as proposed on the site plant, that the car lights will be shining right into their bedroom. She also wanted to know how would they know or if it is going to come off Marce Camp Road. She sat and watched traffic this morning at 10:00 and it was awful. There has been a bike rider killed on the road. She would like to know the definite plans that they are going to do, are they going to continue to have it gated, and put some type of buffer along the roadway in the back of the home so they do not have to see the back of them.**

**Jeremy Woodard spoke and he lives at 2635 Tucker Drive and he stated that nobody from Reliant homes has talked to him. He stated that he has lived at this location for 8 years and it has been a cow pasture forever. He feels that 68 houses is too many to be put on 92 acres. He saw the people out there surveying and they are 80 ft. from the fence line. He is concerned about too many houses and looking at the backs of houses.**

**Jennifer Fields spoke in opposition. She lives at 2530 Tucker Drive in the Tucker Mills Subdivision and stated that she has lived there for 16 years and she has watched the farm equipment and tractors go by and she likes that. She stated that the new subdivision would be a strain on the schools and security. She stated that she enjoys the rural lifestyle. She stated that bicyclist ride on the road and she cannot see how 68 homes can be put on the property and that 20% of the homes being rental means that 13 ½ of the houses would be rental. She is also concerned about the traffic and the noise, she came to live in the farm country, and she does not want to see change.**

**Venise Lee spoke and she lives at 3609 Marce Camp Road and she has lived there for 49 years. She is concerned about traffic and speeders because she has a small granddaughter that she is raising. She is concerned about overcrowding of schools and this will be adding more to the schools. She would like to know how it would benefit the community to add these houses.**

**Carole Billue spoke, she lives at 3069 Marce Camp Road. She purchased her parents property in February. The property is the Dial homestead and her parents built the home. She feels that 68 homes is too many on this acreage. She can remember taking her daughter who is now 42 years old and she took her and now her six and 7-year-old granddaughters and nieces over to see the animals to teach them about God's creation and teaching them safety and it was a teaching experience. She knows that change is hard. She is concerned about crime and noise. She stated she wished she could buy the land but she cannot. She does not want an entrance on Marce Camp Road.**

**Ned Butler came back for rebuttal and stated that he did make a couple of contacts with people in Cevera Lakes. He also stated that there will a 100 ft. non-buildable buffer and a 50 ft. along the perimeter. He stated that there would be 68 lots on 92 acres. Each lot requires 25,500 per the requirements of Environmental Health. He stated that he would be glad to meet with the people on Tucker Drive. He stated that he would have the new site plan completed before the Board of Commissioners Meeting. Tim Hinton asked about the modified site plan and Mr. Butler stated that he hopes to have it completed with the new entrance later next week. Mr. Butler stated someone asked about the benefit to the community. He stated that this would be like Cevera Lakes Subdivision.**

**He stated that the community is growing from the outside and growing from the inside. He stated that he grew up on Tom Brewer Road and he is familiar with the traffic. He stated that this would be quality growth for our community. He stated that the benefit to the community would be to allow people to continue to live in the community.**

**Tim Hinton stated that he always appreciates citizens coming to the meetings and appreciates applicants getting with the neighbors. Mr. Hinton stated it was well stated about growth and growth is inevitable. As far as the entrance – The Board of Commissioners will make that decision that this Board is only to make recommendations.**

**Recommendation: Tim Hinton made a motion to approve with the following conditions**

- 1. Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or Rental properties shall be for a minimum 12-month term.**
- 2. Landscape buffers will be added to the public right of ways where existing trees are not existing.**
- 3. Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc.**

**with a second by John Pringle. The motion carried unanimously.**



# Rezone Application # Z22090001 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-06-2022 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 11-01-2022 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

**Map/Parcel** C0480050 & C0480053

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Reliant Homes GA, LLC</u>	<u>Reliant Homes GA, LLC</u>
<u>PO Box 2655</u>	<u>PO Box 2655</u>
<u>Loganville, GA 30052</u>	<u>Loganville, GA 30052</u>
<b>E-mail address:</b> <u>nbutler@relianthomes.com</u>	(If more than one owner, attach Exhibit "A")
<b>Phone #</b> <u>770.715.2800</u>	<b>Phone #</b> <u>770.715.2800</u>
<b>Location:</b> <u>Marce Camp Rd</u> <u>Broadnax Mill Rd</u>	<b>Requested Zoning</b> <u>R1-OSC</u> <b>Acreage</b> <u>92.012</u>
<b>Existing Use of Property:</b> <u>vacant</u>	
<b>Existing Structures:</b> <u>home to be razed</u>	
The purpose of this rezone is <u>change zoning to R1 OSC for a</u> <u>residential subdivision.</u>	

Property is serviced by the following:  
Public Water:  Provider: WCWD Well: \_\_\_\_\_  
Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank:

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

Signature [Signature] Date 9-1-2022 Fee Paid \$ 300.00

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

**Office Use Only:**

Existing Zoning A1 Surrounding Zoning: North A1 South A1, R1  
East A2 West A1

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

Commission District: 1-Bo Warren Watershed: [Signature] TMP

I hereby withdraw the above application \_\_\_\_\_ Date \_\_\_\_\_

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

**Provide written documentation addressing each of the standards listed below:**

- 1. Existing uses and zoning of nearby property;

A1 subdivisions to the South and West, R1 and A2 subdivisions to the East, A1 subdivison to the south and A2 property to the North.

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

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

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

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

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

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

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

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

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

The property has been owned by the owner and  
vacant since 2022. The property has operated as  
a farm for many years previously.



### AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Reliant Homes GA, LLC

Address: PO Box 2655 Loganville GA 30052

Telephone: 770.715.2800

Location of Property: 2460 & 2470 Broadnax Mill Road  
Loagnville, GA 30052

Map/Parcel Number: C0480050 & C0480053

Current Zoning: A1 Requested Zoning: R1-OSC  
Reliant Homes GA, LLC

*[Signature]*  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Print Name: Ned Butler, VP

Print Name: \_\_\_\_\_

Address: PO Box 2655, Loganville Address: \_\_\_\_\_

Phone #: 678.373.0536 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.

*Margaret M Hudson*  
Notary Public

9-01-22  
Date





September 1, 2022

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

Mrs. Parker,

Reliant Homes GA, LLC is requesting a rezone of parcel numbers C0480050 and C0480053 located on Broadnax Mill Road in Loganville, GA Walton County. The request is to rezone the 92.012 acres to R1-OSC from A1 for development of a 68 lot subdivision.

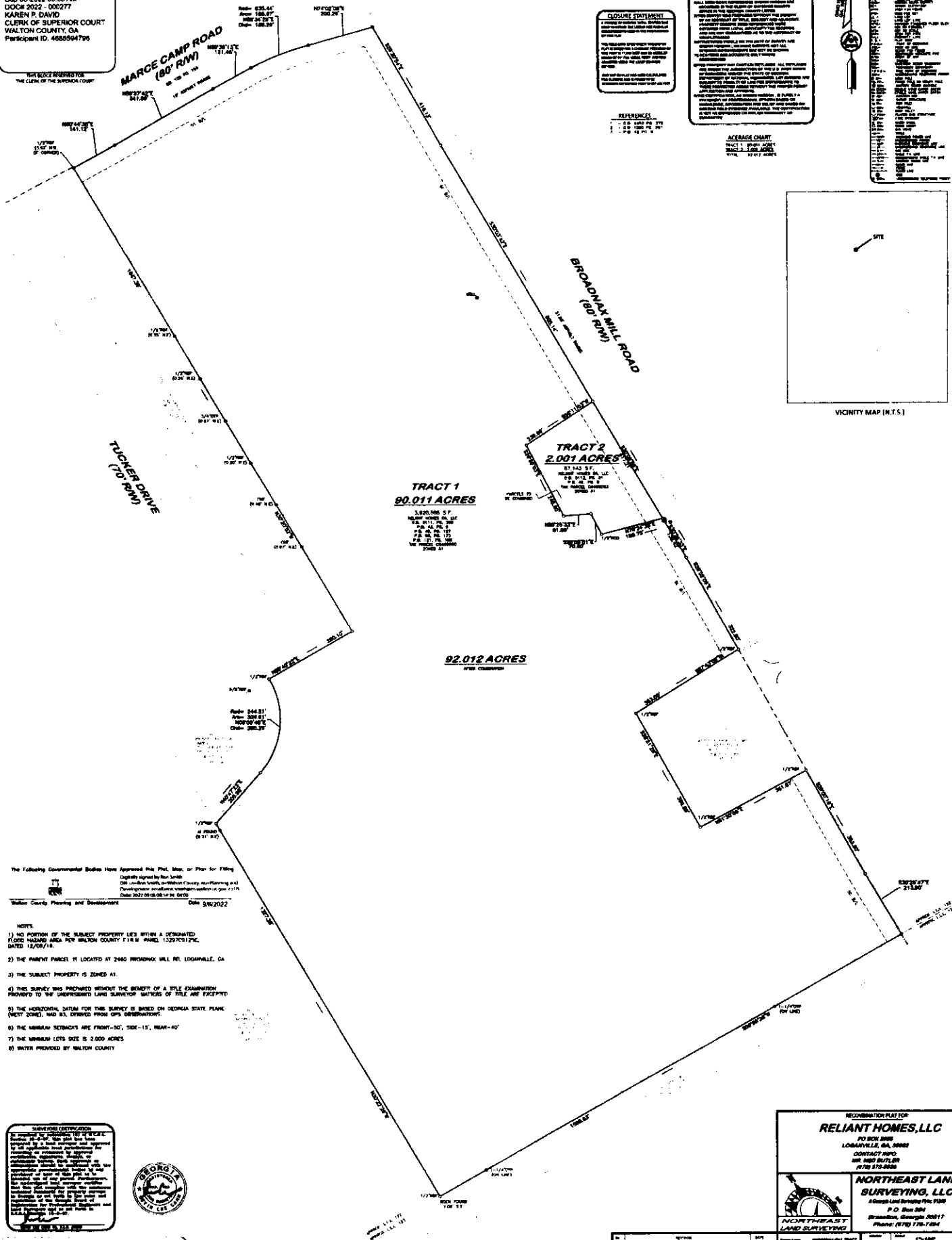
Kind Regards,

A handwritten signature in blue ink, appearing to read 'Ned Butler VP'.

Ned Butler  
Vice President  
Reliant Homes GA, LLC

2021123 PG#118-118  
 Filed and Recorded  
 Doc# 2022-0905 AM  
 09/05/2022 09:05 AM  
 KAREN P. DAVID  
 CLERK OF SUPERIOR COURT  
 WALTON COUNTY, GA  
 Participant ID: 488594796

Item 5.2.



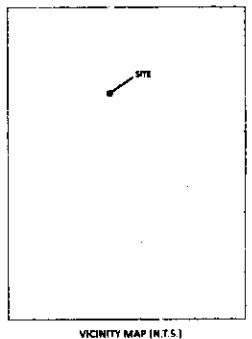
**FLOOD NOTE**  
 IF ANY PORTION OF THIS SURVEY PROPERTY IS LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY FIRM PANEL 152970127C, DATED 12/09/14.

**CLOSURE EXTENT**  
 THIS SURVEY PROPERTY IS LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY FIRM PANEL 152970127C, DATED 12/09/14.

**GENERAL SURVEY NOTES**  
 THIS SURVEY PROPERTY IS LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY FIRM PANEL 152970127C, DATED 12/09/14.

**REFERENCES**  
 1. S.W. 1/4 SEC 31 T.22 N. R.27 E.

**ACREAGE CHART**  
 TRACT 1: 90.011 ACRES  
 TRACT 2: 2.001 ACRES



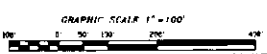
The Following Governmental Bodies Have Approved This Plat, Map, or Plan for Filing:  
 Digitally signed by Ron Smith  
 DN: Location=Walton, o=Walton County Surveying and  
 Development, ou=Walton County Surveying and  
 Development, email=ron.smith@waltoncountyga.gov, c=US  
 Date: 2022.09.05.08:56:30 -04'00'

- NOTES**
- 1) NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY FIRM PANEL 152970127C, DATED 12/09/14.
  - 2) THE SUBJECT PARCEL IS LOCATED AT 2460 BROADNAX MILL RD, LOGANVILLE, GA
  - 3) THE SUBJECT PROPERTY IS ZONED A1.
  - 4) THIS SURVEY WAS PROVIDED WITHOUT THE BENEFIT OF A TITLE EXAMINATION PROVIDED TO THE UNDERSIGNED LAND SURVEYOR MATTERS OF TITLE ARE EXCEPTED.
  - 5) THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON GEORGIA STATE PLANE (BEST ZONE), HAD 83, DERIVED FROM GPS OBSERVATIONS.
  - 6) THE MINIMAL BACKSIGHTS ARE FRONT-SIGHT, SIDE-SIGHT, REAR-SIGHT.
  - 7) THE MINIMAL LOT SIZE IS 2.000 ACRES.
  - 8) WATER PROVIDED BY WALTON COUNTY.

**SURVEYOR CERTIFICATION**  
 I, Ron Smith, a duly Licensed Professional Land Surveyor in the State of Georgia, do hereby certify that I am the author of this survey and that I am a duly Licensed Professional Land Surveyor in the State of Georgia.



THIS SURVEY PROPERTY IS LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY FIRM PANEL 152970127C, DATED 12/09/14.



RECONSTRUCTION PLAT FOR  
**RELIANT HOMES, LLC**  
 PO BOX 3000  
 LOGANVILLE, GA, 30058  
 CONTACT: MR. RON SMITH  
 (770) 578-0000

**NORTHEAST LAND SURVEYING, LLC**  
 A Georgia Land Surveying Firm  
 P.O. Box 2004  
 Marietta, Georgia 30067  
 Phone: (770) 170-7004

NO.	REVISION	DATE	BY	REASON
1				
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1 OF 1  
 22-012

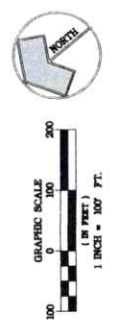


IN ACCORDANCE WITH THE CONSTITUTIONAL LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA, ALL THE REQUIREMENTS OF THE CONCEPT PLAN MUST BE MET. THE FINAL PLAN MUST BE RECORDED ON A DEVELOPMENT PERMIT MUST BE ISSUED APPROVAL WILL BE MADE AND BE FULL AND VOID.

DATE: \_\_\_\_\_

DESIGNER: WALTON COUNTY PLANNING & DEVELOPMENT

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



**GENERAL SITE NOTES:**

1. THE SUBDIVISION IS LOCATED WITHIN THE UNINCORPORATED AREA OF WALTON COUNTY, GEORGIA.
2. TOTAL SITE AREA IS 4.820 AC.
3. PROJECT SITE LINED AS A RESIDENTIAL DEVELOPMENT TO BE USED FOR RESIDENTIAL PURPOSES.
4. TOTAL LOTS = 67.
5. TOTAL LOTS = 67.
6. TOTAL OPEN SPACE AREA PROPOSED IS 27,817 SQ. FT. (0.63 AC).
7. SMALLEST LOT SIZE SHOWN = 28,122 SQ. FT.
8. MAX. LOT SIZE REQUIRED = 25,000 SQ. FT.
9. ALL LOTS SHALL BE PROVIDED WITH A SEPTIC SYSTEM AND A 15,000 GALLON STORAGE TANK.
10. SEPTIC SYSTEMS SHALL BE PROVIDED FOR EACH LOT ON AN INDIVIDUAL LOT BY LOT.
11. WALTON COUNTY HEALTH DEPARTMENT'S DEVELOPMENT REGULATIONS SHALL BE APPLIED TO THIS PROJECT.
12. THE NATIONAL WETLANDS INVENTORY MAP WAS CONSULTED AND THERE ARE NO WETLANDS ON THE PROPERTY.
13. DEVELOPER RELIANT HOMES GA, LLC.
14. SURVEYOR INFORMATION LAND SURVEYING, INC.
15. ENGINEER DAY DESIGN GROUP, INC.
16. SEPTIC SYSTEMS SHALL BE PROVIDED FOR EACH LOT ON AN INDIVIDUAL LOT BY LOT.
17. ALL LOTS SHALL BE PROVIDED WITH A SEPTIC SYSTEM AND A 15,000 GALLON STORAGE TANK.
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**ENGINEERING CONTACT**  
 DAY DESIGN GROUP, INC.  
 1000 W. WALTON BLVD.  
 BRASSELTON, GA 30517  
 (770) 271-4676  
 ddg@daydesigngroup.com

**SURVEY CONTACT**  
 NORTHEAST LAND SURVEYING, INC.  
 1000 W. WALTON BLVD.  
 BRASSELTON, GA 30517  
 (770) 715-2800  
 nls@northeastland.com

**OWNER/DEVELOPER**  
 RELIANT HOMES GA, LLC  
 1000 W. WALTON BLVD.  
 BRASSELTON, GA 30517  
 (770) 715-2800  
 rhl@relianthomes.com

**24 HOUR CONTACT**  
 MR. NED BUTLER  
 (770) 715-2800

Item 5.2.

DATE: \_\_\_\_\_

DESIGNER: WALTON COUNTY PLANNING & DEVELOPMENT

REVISIONS:

NO.	DATE	DESCRIPTION
1		

REZONING CONCEPTUAL SUBDIVISION PLAN FOR  
**SILOS AT GLENHURST**  
 A RESIDENTIAL SUBDIVISION  
 G.M.D. 417, LOCATED IN #20480000  
 WALTON COUNTY, GEORGIA

**DEVELOPER**  
 RELIANT HOMES GA, LLC  
 PO BOX 2655  
 LOGANVILLE, GA 30059

**CIVIL ENGINEERING**  
 LANDSCAPE ARCHITECTURE  
 SITE PLANNING  
 P.O. BOX 248  
 8100 RD, GA 30515  
 (770) 358-8568 fax  
 email: ddg@daydesigngroup.com  
 web: www.daydesigngroup.com

**24 HOUR CONTACT**  
 MR. NED BUTLER  
 (770) 715-2800

**RELIANT HOMES**

**IGN**  
 P, Inc.

32





# Planning and Development Department Case Information

Case Number: Z22090001

Meeting Dates: Planning Commission 10-06-2022  
Board of Commissioners 11-01-2022

Current Zoning: A1

Request: Rezone property from A1 to R1OSC

Address: Broadnax Mill Road/Marce Camp Road

Map Number: C0480050 & C0480053

Site Area: 92.012 acres

Character Area: Suburban

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

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



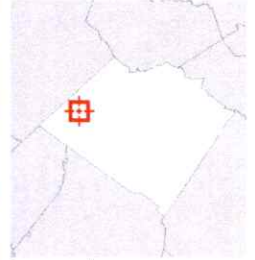
Parcel 50  
89.35 acres

Parcel 53  
2.00 Acres





Overview



Legend

- Contour Lines 10Ft
- Parcels
- Parcel Numbers + Acreage
- Roads

Parcel ID	C0480050	Owner	RELIANT HOMES GALLC	Last 2 Sales			
Class Code	Agricultural		P O BOX 2655	Date	Price	Reason	Qual
Taxing District	Walton County		LOGANVILLE, GA 30052	3/15/2022	\$1357840	LM	Q
Acres	89.35	Physical Address	2460 BROADNAX MILL RD	3/7/2022	0	DG	U
		Appraised Value	Value \$717620				

(Note: Not to be used on legal documents)

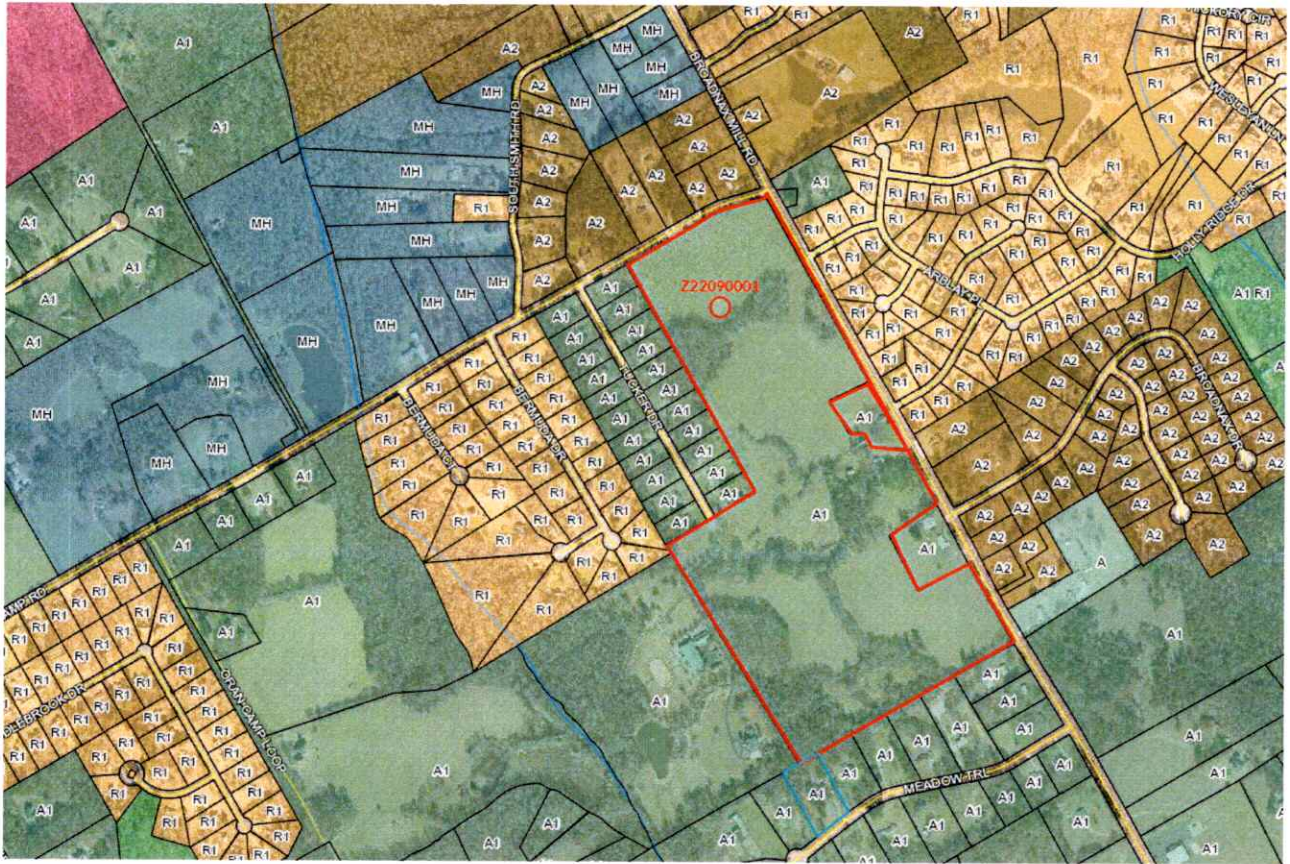
Date created: 9/8/2022  
 Last Data Uploaded: 9/8/2022 6:38:15 AM

Developed by **Schneider**  
 GEOSPATIAL



Existing Site Conditions: This is 2 parcels. Parcel C0480050 contains 89.35 acres and Parcel C0480053 contains 2.00 acres.

The surrounding properties are zoned A1, A2 and R1.



**Staff Comments/Concerns:** The applicant has requested this 92 acres be rezoned with OSC overlay which allows 1 dwelling per 1 acre density. This development could be developed with 92 lots, however the applicant is requesting 68 lots which is a 26% decrease in total lots.

History: No History

Comments and Recommendations from various Agencies:

**Public Works:** Public Works recommends a proper A-cell and D-cell lane to be installed.  
**Note:** May need to consider centerturn lane installed if the design lines up with development entrance across the street.

**Sheriffs' Department:** The current estimated population of Walton County is 99853. The Walton County Sheriff's Office issued 49336 case numbers from calls for service in 2021. This does not include business checks that are conducted every night. Walton County currently has about 34799 households with an average of 2.9 people per residence. Any increase of population the service demand of all public safety will be more.

**Water Authority:** This area is currently served by a 6" water main along Broadnax Mill Road. (static pressure: 60 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). **A new water main will be required to distribute water within the development, looping through development from Broadnax Mill to Marce Camp Road to improve water quality and flow availability. Please coordinate with WCWD.**

**Fire Department:** No comment received.

**Fire Code Specialist:** Fire Department access shall be 26' FOC-FOC, plans show 26' BOC-BOC. Fire hydrants shall be placed a minimum of 500' apart.

**Board of Education:** Will have an effect on the Walton County School System, creating a need for more classrooms, teachers, and transportation.

**Development Inspector:** No comment received.

**DOT Comments:** Will not require DOT coordination.

**PC ACTION 10/6/2022:**

- 1. Rezone – Z22090001 – Rezone 92.012 acres from A1 to R1OSC – Applicant/Owner: Reliant Homes GA LLC - Property located on Broadnax Mill Rd/Marce Camp Rd-Map/Parcel C0480050 & 0053 – District 1.**

**Presentation:** Ned Butler with Reliant Homes GA LLC represented the case. They would like to rezone the large parcel of 89.35 acres as well as a 2.00-acre tract that has a little white house on it to R1OSC. The property is 92 acres but they are only doing 68 lots and this subdivision would have home similar to the ones in Alcovy Mountain Subdivision. The houses will be 1,950 sq. ft. to 2,600 sq. ft. and the price will be in the



**\$400,000 and up. The houses will have hardy siding on all sides and will have a brick water table in the front. He stated that he has met with some neighbors in Cevera Lakes Subdivision through the HOA. There will be no more than 20% of the houses rental and they would be a 12-month term lease. There will not allow Airbnb. There is a surveyor locating existing trees and determining where trees need to be added to the landscape. As far as the entrance, the surveyors are checking on sight distance and they will possibly be moving the entrance across from the church to address the issue brought up by homeowners in Cevera Lakes who had concerns about lights shining into their homes at night. He stated Public Works wants an A-cell and D-cell lane and a center turn lane if the street lines up with the entrance of Cevera Lakes. Brad Bettis asked about the 20% rental asking who will monitor that. Ned Butler stated that while they have control they turn it over to a Management Company and encourage the homeowners to leave it with a management company. The Management will receive and approve a lease. These rentals would be for hardship cases such as divorce, health problems, loss of job and this will be better than property going into foreclosure. Since the site plan was done, they would like to add some conditions due to meeting with some people in the community and they are:**

- 1. Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or Rental properties shall be for a minimum 12-month term.**
- 2. Landscape buffers will be added to the public right of ways where existing trees are not existing.**
- 3. Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc.**

**Speaking: Sam Mosley spoke and stated that he lives at 1203 Lancelot Court. He has concerns about the entrance to the new subdivision and the amount of traffic. He stated with the 68 lots would be approximately 150 cars if 3 times a day would be another 1,000 trips on the road. There have been numerous subdivisions added to Broadnax Mill within the last 20 years and even though the speed limit says, 55 people top the hill at 60 to 65 miles per hour and it would be very beneficial to reduce the speed limit. He would like to see the entrance off Marce Camp Road.**

**Kim Mitchell who lives at 1200 Lancelot Court and she said that as far as the entrance as proposed on the site plant, that the car lights will be shining right into their bedroom. She also wanted to know how would they know or if it is going to come off Marce Camp Road. She sat and watched traffic this morning at 10:00 and it was awful. There has been a bike rider killed on the road. She would like to know the definite plans that they are going to do, are they going to continue to have it gated, and put some type of buffer along the roadway in the back of the home so they do not have to see the back of them.**

**Jeremy Woodard spoke and he lives at 2635 Tucker Drive and he stated that nobody from Reliant homes has talked to him. He stated that he has lived at this location for 8 years and it has been a cow pasture forever. He feels that 68 houses is too many to be put on 92 acres. He saw the people out there surveying and they are 80 ft. from the fence line. He is concerned about too many houses and looking at the backs of houses.**

**Jennifer Fields spoke in opposition. She lives at 2530 Tucker Drive in the Tucker Mills Subdivision and stated that she has lived there for 16 years and she has watched the farm equipment and tractors go by and she likes that. She stated that the new subdivision would be a strain on the schools and security. She stated that she enjoys the rural lifestyle. She stated that bicyclist ride on the road and she cannot see how 68 homes can be put on the property and that 20% of the homes being rental means that 13 ½ of the houses would be rental. She is also concerned about the traffic and the noise, she came to live in the farm country, and she does not want to see change.**

**Venise Lee spoke and she lives at 3609 Marce Camp Road and she has lived there for 49 years. She is concerned about traffic and speeders because she has a small granddaughter that she is raising. She is concerned about overcrowding of schools and this will be adding more to the schools. She would like to know how it would benefit the community to add these houses.**

**Carole Billue spoke, she lives at 3069 Marce Camp Road. She purchased her parents property in February. The property is the Dial homestead and her parents built the home. She feels that 68 homes is too many on this acreage. She can remember taking her daughter who is now 42 years old and she took her and now her six and 7-year-old granddaughters and nieces over to see the animals to teach them about God's creation and teaching them safety and it was a teaching experience. She knows that change is hard. She is concerned about crime and noise. She stated she wished she could buy the land but she cannot. She does not want an entrance on Marce Camp Road.**

**Ned Butler came back for rebuttal and stated that he did make a couple of contacts with people in Cevera Lakes. He also stated that there will a 100 ft. non-buildable buffer and a 50 ft. along the perimeter. He stated that there would be 68 lots on 92 acres. Each lot requires 25,500 per the requirements of Environmental Health. He stated that he would be glad to meet with the people on Tucker Drive. He stated that he would have the new site plan completed before the Board of Commissioners Meeting. Tim Hinton asked about the modified site plan and Mr. Butler stated that he hopes to have it completed with the new entrance later next week. Mr. Butler stated someone asked about the benefit to the community. He stated that this would be like Cevera Lakes Subdivision.**

**He stated that the community is growing from the outside and growing from the inside. He stated that he grew up on Tom Brewer Road and he is familiar with the traffic. He stated that this would be quality growth for our community. He stated that the benefit to the community would be to allow people to continue to live in the community.**

**Tim Hinton stated that he always appreciates citizens coming to the meetings and appreciates applicants getting with the neighbors. Mr. Hinton stated it was well stated about growth and growth is inevitable. As far as the entrance – The Board of Commissioners will make that decision that this Board is only to make recommendations.**

**Recommendation: Tim Hinton made a motion to approve with the following conditions**

- 1. Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or Rental properties shall be for a minimum 12-month term.**
- 2. Landscape buffers will be added to the public right of ways where existing trees are not existing.**
- 3. Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc.**

**with a second by John Pringle. The motion carried unanimously.**

# Rezone Application # Z22090001 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-06-2022 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 11-01-2022 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

**Map/Parcel** C0480050 & C0480053

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Reliant Homes GA, LLC</u>	<u>Reliant Homes GA, LLC</u>
<u>PO Box 2655</u>	<u>PO Box 2655</u>
<u>Loganville, GA 30052</u>	<u>Loganville, GA 30052</u>
E-mail address: <u>nbutler@relianthomes.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>770.715.2800</u>	Phone # <u>770.715.2800</u>
Location: <u>Marce Camp Rd</u>	
Requested Zoning <u>R1-OSC</u>	Acreage <u>92.012</u>
Existing Use of Property: <u>vacant</u>	
Existing Structures: <u>home to be razed</u>	
The purpose of this rezone is <u>change zoning to R1 OSC for a residential subdivision.</u>	
Property is serviced by the following:	
Public Water: <input checked="" type="checkbox"/> Provider: <u>WCWD</u> Well: _____	
Public Sewer: _____ Provider: _____ Septic Tank: <input checked="" type="checkbox"/>	
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 <u>[Signature]</u> Date <u>9-1-2022</u> Fee Paid <u>\$ 300.00</u>	

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

**Office Use Only:**

Existing Zoning A1 Surrounding Zoning: North A1 South A1, R1  
East A2 West A1

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

Commission District: 1-Bo Warren Watershed: [Signature] TMP

I hereby withdraw the above application \_\_\_\_\_ Date \_\_\_\_\_

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

**Provide written documentation addressing each of the standards listed below:**

- 1. Existing uses and zoning of nearby property;

A1 subdivisions to the South and West, R1 and A2 subdivisions to the East, A1 subdivison to the south and A2 property to the North.

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

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

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

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

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

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



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

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

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

The property has been owned by the owner and  
vacant since 2022. The property has operated as  
a farm for many years previously.

### AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Reliant Homes GA, LLC

Address: PO Box 2655 Loganville GA 30052

Telephone: 770.715.2800

Location of Property: 2460 & 2470 Broadnax Mill Road  
Loagnville, GA 30052

Map/Parcel Number: C0480050 & C0480053

Current Zoning: A1 Requested Zoning: R1-OSC  
Reliant Homes GA, LLC

  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Print Name: Ned Butler, VP

Print Name: \_\_\_\_\_

Address: PO Box 2655, Loganville Address: \_\_\_\_\_

Phone #: 678.373.0536 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.

Margaret M Hudson  
Notary Public

9-01-22  
Date





September 1, 2022

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

Mrs. Parker,

Reliant Homes GA, LLC is requesting a rezone of parcel numbers C0480050 and C0480053 located on Broadnax Mill Road in Loganville, GA Walton County. The request is to rezone the 92.012 acres to R1-OSC from A1 for development of a 68 lot subdivision.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'Ned Butler' with 'VP' written in smaller letters at the end.

Ned Butler  
Vice President  
Reliant Homes GA, LLC

WK123 PB118-118  
Filed and Recorded  
Sep-05-2022 09:05 AM  
OC19 2022 - 000277  
KAREN P. DAVID  
CLERK OF SUPERIOR COURT  
WALTON COUNTY, GA  
Participant ID: 468594796

Item 5.2.

**FLOODING PERMIT**  
This plat is subject to the approval of the appropriate authority having jurisdiction.  
The applicant shall provide all necessary information to the appropriate authority to obtain the required permit.  
The applicant shall be responsible for obtaining all necessary permits from the appropriate authority having jurisdiction.

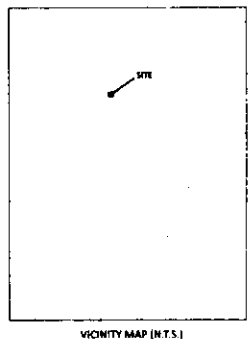
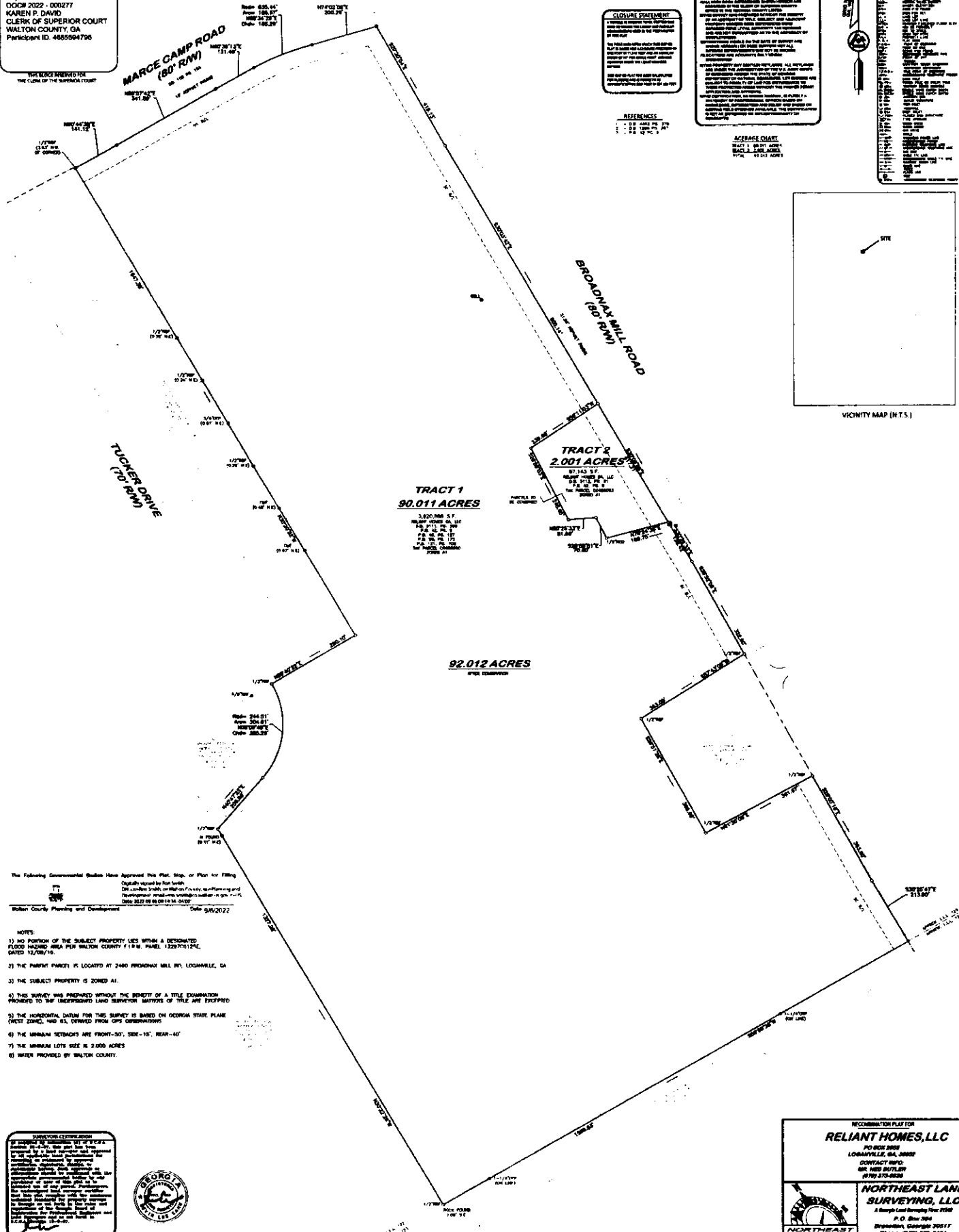
**DISCLAIMER**  
I, the undersigned, do hereby certify that I am a Licensed Professional Surveyor in the State of Georgia.  
I have personally supervised the making of the survey shown on this plat and I am satisfied with its accuracy.  
I have also personally supervised the making of the map shown on this plat and I am satisfied with its accuracy.  
I have also personally supervised the making of the map shown on this plat and I am satisfied with its accuracy.

**NOTICE TO SURVEYORS**  
The undersigned hereby certifies that the survey shown on this plat was made by the undersigned or under the direct supervision and control of the undersigned.  
The undersigned also certifies that the survey was made in accordance with the laws and regulations of the State of Georgia.  
The undersigned also certifies that the survey was made in accordance with the laws and regulations of the State of Georgia.

**CLOSURE STATEMENT**  
The undersigned hereby certifies that the survey shown on this plat was made in accordance with the laws and regulations of the State of Georgia.  
The undersigned also certifies that the survey was made in accordance with the laws and regulations of the State of Georgia.

**REFERENCES**  
1. G.S. 44-1-1  
2. G.S. 44-1-2  
3. G.S. 44-1-3  
4. G.S. 44-1-4

**AGE-SHAPE CHART**  
TRACT 1: 80.01 ACRES  
TRACT 2: 2.00 ACRES  
TOTAL: 82.01 ACRES



The Following Governmental Bodies Have Approved This Plat, Map, or Plan for Filing:  
Officially attested by:  
Date: 9/8/2022

- NOTES:
- NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY FIRM PANEL 132970124E, DATED 12/08/19.
  - THE SUBJECT PARCEL IS LOCATED AT 2480 PRITCHARD MILL RD, LOGANSVILLE, GA
  - THE SUBJECT PROPERTY IS ZONED A1.
  - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION PROVIDED TO THE UNDERSIGNED LAND SURVEYOR MATTERS OF TITLE ARE EXCEPTED.
  - THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON GEORGIA STATE PLANE (WEST ZONE), NAD 83, DERIVED FROM GPS OBSERVATIONS.
  - THE MINIMUM SETBACKS ARE FRONT-30', SIDE-15', REAR-40'
  - THE MINIMUM LOTS SIZE IS 2.000 ACRES
  - WATER PROVIDED BY WALTON COUNTY.

**SURVEYOR'S CERTIFICATION**  
I, the undersigned, do hereby certify that I am a Licensed Professional Surveyor in the State of Georgia.  
I have personally supervised the making of the survey shown on this plat and I am satisfied with its accuracy.  
I have also personally supervised the making of the map shown on this plat and I am satisfied with its accuracy.



RECOMMENDATION PLAN FOR  
**RELIANT HOMES, LLC**  
PO BOX 3808  
LOGANSVILLE, GA, 30053  
CONTACT INFO:  
MR. NED BUTLER  
(770) 573-0030

**NORTHEAST LAND SURVEYING, LLC**  
A Georgia Land Surveying Firm #1550  
P.O. Box 390  
Dorchester, Georgia 30517  
Phone: (770) 170-7484

NO.	DATE	DESCRIPTION	BY	DATE	BY
1					
2					
3					
4					

1 OF 1  
22-012

GRAPHIC SCALE 1" = 100'  
0 50 100 200 400

Site Plan  
for PC Mtg.  
10/6/2022

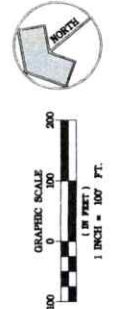


CONFORMS TO THE COMPREHENSIVE LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA. ALL THE REQUIREMENTS OF THE CONCEPT PLAN APPROVAL. FINAL PLANS MUST BE REVIEWED FOR A DEVELOPMENT PERMIT MUST BE REVIEWED APPROVAL. WELL DEPT. AND BE NULL AND VOID.

DATE: \_\_\_\_\_

WALTON COUNTY PLANNING & DEVELOPMENT

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



**GENERAL SITE NOTES:**

1. THIS PLAN IS A CONCEPTUAL SUBDIVISION PLAN FOR THE DEVELOPMENT OF THE PROJECT.
2. THE TOTAL AREA IS 1.821 AC.
3. PROJECT SITE ZONING AS A RESIDENTIAL REZONING TO R-1000 OVERLAY.
4. TOTAL LOTS = 68 UNITS / 680 UNITS.
5. TOTAL DETENTION = 68 UNITS / 680 UNITS.
6. TOTAL OPEN SPACE AREA PROPOSED IS 21.87 ACRES OR 30% (22.81/76.61).
7. SMALLEST LOT SIZE SHOWN = 28,122 SQ FT.
8. ALL LOT SIZES REQUIRED = 28,122 SQ FT.
9. THIS PLAN IS A CONCEPTUAL SUBDIVISION PLAN FOR THE DEVELOPMENT OF THE PROJECT.
10. REVISIONS FOR THE WALTON COUNTY HEALTH DEPARTMENT'S DEVELOPMENT REQUIREMENTS.
11. THE WALTON COUNTY HEALTH DEPARTMENT HAS REVIEWED THIS PLAN AND THERE ARE NO COMMENTS.
12. THE NATIONAL WETLANDS INVENTORY MAP WAS CONSULTED AND THERE ARE NO WETLANDS ON THE PROPERTY.
13. DEVELOPER: RELIANT HOMES GA, LLC
14. SURVEYOR: NORTHEAST LAND SURVEYING, INC. (770) 715-2800
15. ENGINEER: DAY DESIGN GROUP, INC. (770) 271-4676
16. SEPTIC SERVICE SHALL BE PROVIDED FOR EACH LOT BY AN INDIVIDUAL LOT BY LOT BASIS. SEPTIC SERVICE SHALL BE PROVIDED BY THE WALTON COUNTY HEALTH DEPARTMENT'S DEVELOPMENT REQUIREMENTS.



**ENGINEERING CONTACT:**  
DAY DESIGN GROUP, INC.  
1000 W. STATE ST. SUITE 100  
BRASSELTON, GA 30017  
(770) 271-4676  
ddg@daydesigngroup.com

**SURVEY CONTACT:**  
NORTHEAST LAND SURVEYING, INC.  
1000 W. STATE ST. SUITE 100  
BRASSELTON, GA 30017  
KEVIN CANN  
678-776-7484

**OWNER/DEVELOPER:**  
RELIANT HOMES GA, LLC  
1000 W. STATE ST. SUITE 100  
BRASSELTON, GA 30017  
nbl@relianthomes.com

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

**VELOCITY MAP KITA**  
THE GPS LOCATION OF THE  
CONSTRUCTION EXIT IS:  
33.8075 NORTH, -83.8394 WEST.

Item 5.2.

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

NO. DATE DESCRIPTION REVISIONS

REZONING CONCEPTUAL SUBDIVISION PLAN  
FOR  
**SILOS AT GLENHURST**  
A RESIDENTIAL SUBDIVISION  
G.M.D. 417 LOCATED IN #02400050  
WALTON COUNTY, GEORGIA

**24 HOUR CONTACT**  
MR. NED BUTLER  
(770) 715-2800

**RELIANT HOMES**

**DEVELOPER**  
RELIANT HOMES GA, LLC  
PO BOX 2655  
LOGANVILLE, GA 30002

**CIVIL ENGINEERING**  
LANDSCAPE ARCHITECTURE  
SITE PLANNING  
P.O. BOX 848  
BRASSELTON, GA 30015 (770) 268-8068  
www.daydesigngroup.com

**IGN**  
P, Inc.



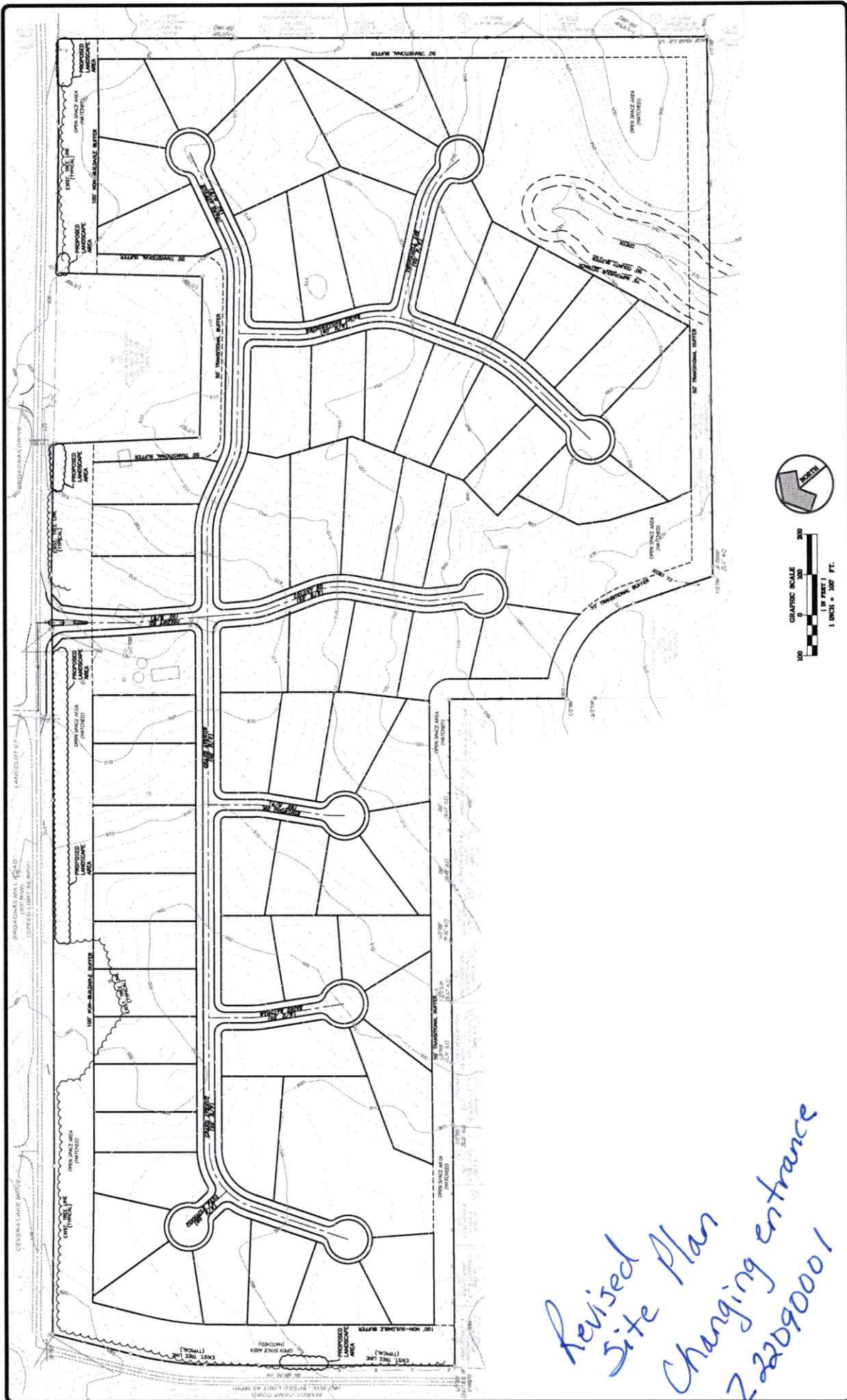
Revised Site Plan for Z22090001 10/25/2022  
for Boc Mtg. 11/1/2022

Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or rental shall be for a minimum 12 month term.

Landscape buffers will be added to the public right of ways where existing trees are not existing. Clouded areas are shown on the revised site plan of the approximate locations of the landscape buffers. Final determination needed landscape buffers to be approved by the Planning Director.

**Removing with the new location shown on revised site plan has entrance more across from the Church.**

Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc...



*Revised Plan  
Site  
Changing entrance  
2-22090001*

DATE: 04/21/22  
DRAWN BY: DMB/ML  
JOB NO.: 22-118



NO.	DATE	REVISIONS	DESCRIPTION

REZONING CONCEPTUAL SUBDIVISION PLAN  
FOR  
**SILOS AT GLENHURST**  
A RESIDENTIAL SUBDIVISION  
P.L.D. 417 - PARCEL P20480950  
MULLEN COUNTY, GEORGIA

**SURVEY CONTACT**  
NORTHEAST LAND SURVEYING, INC.  
P.O. BOX 584  
BRASELTON, GA 30617

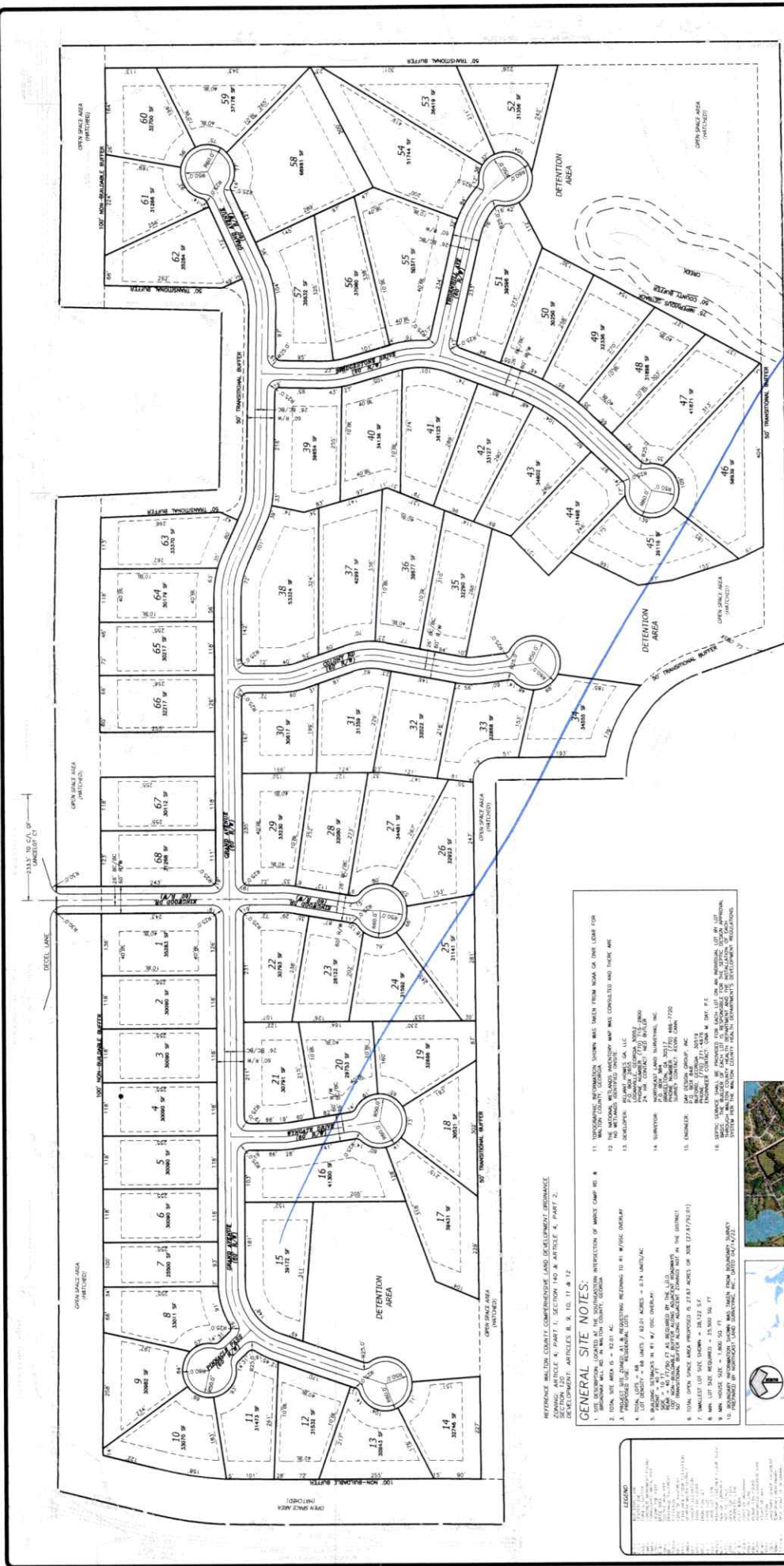
**24 HOUR CONTACT**  
MR. WED BUTLER  
(770) 715-5800  
**RELLANT**  
SURVEYING

**DEVELOPER**  
RELLANT HOMES GA, LLC  
PO BOX 2655  
LOGANVILLE, GA 30052

**CIVIL ENGINEERING**  
LANDSCAPE ARCHITECTURE  
SITE PLANNING  
P.O. BOX 448  
LOGANVILLE, GA 30052  
(770) 271-4978  
www.daydesigngroup.com

**DAY DESIGN GROUP, Inc.**





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

ENGINEERING CONTACT:  
 DAY DESIGN GROUP, INC.  
 CHIA M. DAY  
 (770) 271-4278  
 daydesigngroup.com

OWNER/DEVELOPER:  
 RELIANT HOMES GA, LLC  
 P.O. BOX 2855  
 LOGANVILLE, GA 30052  
 (770) 715-2800  
 nolder@relianthomes.com

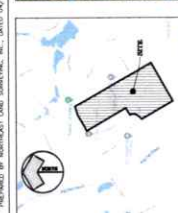
24 HOUR CONTACT:  
 MR. WED BUTLER  
 (770) 715-2800

DEVELOPER:  
 RELIANT HOMES GA, LLC  
 P.O. BOX 2855  
 LOGANVILLE, GA 30052

24 HOUR CONTACT:  
 MR. WED BUTLER  
 (770) 715-2800

RELIANT  
 SURVEYING, INC.  
 NORTHWEST LAND SURVEYING, INC.  
 P.O. BOX 384  
 BRASELTON, GA 30817

- GENERAL SITE NOTES:**
1. THIS SUBDIVISION IS LOCATED ON THE UNINCORPORATED INTERSECTION OF MARSH CAMP RD. & STATE ROUTE 140, SECTION 140 & ARTICLE 6, PART 2, DEVELOPMENT, ARTICLES 6, 9, 10, 11 & 12.
  2. TOTAL SITE AREA IS 4.231 AC.
  3. PROPOSED LOTS ARE 1/4 AC. MINIMUM.
  4. TOTAL LOTS = 68.
  5. TOTAL OPEN SPACE AREAS = 2.741 ACRES OR 53.71% OF THE TOTAL SITE AREA.
  6. TOTAL OPEN SPACE AREAS PROPOSED IS 2.741 ACRES OR 53.71% OF THE TOTAL SITE AREA.
  7. MINIMUM LOT SIZE REQUIREMENT IS 20,000 SQ. FT.
  8. MIN. HOUSE SIZE - 1,000 SQ. FT. MIN. FROM BOUNDARY SURVEY TO INTERSECTION OF MARSH CAMP RD. & STATE ROUTE 140.
  9. MIN. HOUSE SIZE - 1,000 SQ. FT. MIN. FROM BOUNDARY SURVEY TO INTERSECTION OF MARSH CAMP RD. & STATE ROUTE 140.
  10. INTERSECTION OF MARSH CAMP RD. & STATE ROUTE 140.
  11. WALTON COUNTY HEALTH DEPARTMENT HAS REVIEWED THIS PLAN FOR SEPTIC SYSTEMS AND HAS APPROVED THE PLAN FOR SEPTIC SYSTEMS.
  12. THE NATIONAL RELIANT PROPERTY MAP WAS CONSULTED AND THERE ARE NO DISCREPANCIES.
  13. DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE WALTON COUNTY HEALTH DEPARTMENT.
  14. SURVEYOR: DAY DESIGN GROUP, INC.
  15. ENGINEER: DAY DESIGN GROUP, INC.
  16. NOTES: THE LOTS AND AREAS SHOWN ON THIS PLAN ARE SUBJECT TO THE FINAL RECORDING LOT BY LOT SURVEY. THE LOTS AND AREAS SHOWN ON THIS PLAN ARE SUBJECT TO THE FINAL RECORDING LOT BY LOT SURVEY.



**UTILITY MAP NTA**  
 THE GPS LOCATION OF THE  
 CONSTRUCTION EXIT IS:  
 33.8075 NORTH, -81.8194 WEST

**DAY DESIGN GROUP, Inc.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE  
 SITE PLANNING  
 P.O. BOX 2855  
 LOGANVILLE, GA 30052  
 (770) 271-4278  
 www.daydesigngroup.com

**RELIANT SURVEYING, INC.**  
 NORTHWEST LAND SURVEYING, INC.  
 P.O. BOX 384  
 BRASELTON, GA 30817

**24 HOUR CONTACT:**  
 MR. WED BUTLER  
 (770) 715-2800

**DEVELOPER:**  
 RELIANT HOMES GA, LLC  
 P.O. BOX 2855  
 LOGANVILLE, GA 30052

**ENGINEERING CONTACT:**  
 DAY DESIGN GROUP, INC.  
 CHIA M. DAY  
 (770) 271-4278  
 daydesigngroup.com

**OWNER/DEVELOPER:**  
 RELIANT HOMES GA, LLC  
 P.O. BOX 2855  
 LOGANVILLE, GA 30052  
 (770) 715-2800  
 nolder@relianthomes.com

**24 HOUR CONTACT:**  
 MR. WED BUTLER  
 (770) 715-2800

**REZONING CONCEPTUAL SUBDIVISION PLAN**  
 FOR  
**SILOS AT GLENHURST**  
 A RESIDENTIAL SUBDIVISION  
 G.M. DAY, LOCATED IN BRASELTON, WALTON COUNTY, GEORGIA

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

**GRAPHIC SCALE**  
 1 INCH = 100 FT.

**DATE:** 09/01/22  
**DRAWN BY:** J.M. DAY  
**CHECKED BY:** J.M. DAY

NO.	DATE	DESCRIPTION	REVISIONS
1			
1			

AN ORDINANCE OF WALTON COUNTY, GEORGIA    OA22080002

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 09/01/2022

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 09/01/2022.

**Errata #1 – Article 14 Section 160-change notification time on letters, advertising and posting of sign to no less than 30 days for Board of Appeals cases.**

**Errata #2- Article 13 Section 120 – Add the word “intended” to discontinuance of legal non-conforming uses.**

Adopted by the Walton County Board of Commissioners this 1<sup>st</sup> day of November, 2022.

\_\_\_\_\_  
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



**Errata #1 Change notification time on Board of Appeals actions from no less than 15 days to no less than 30 days – this is to be in compliance with the Zoning Procedure Law adopted in July 2022**

**Article 14 Appeals, Variances, Special Exceptions and Administrative Approvals**

**Section 160 Notices of Public Hearings**

Notice of public hearing applications on appeals, variances and special exceptions shall be provided as follows:

Written Notice

Written notice of each application shall state the nature of the action requested, and the date, time, and place of the public hearing before the Board of Appeals and shall be mailed by first class mail to the owner of the property, owners of all property abutting and across the street from property, as such property owners are listed on the tax records of Walton County, at least ~~15~~ 30 days before the public hearing before the Board of Appeals and not more than 60 days prior to the date of the public hearing before the Board of Appeals.

Posted Notice

For each application, the Department shall post signs on the subject property at least ~~15~~ 30 days before and not more than 60 days prior to the date of public hearing before the Board of Appeals. The sign shall state the case number, the nature of the action request, and the date, time and place of the public hearing before the Board of Appeals.

At least one sign shall be posted on each street on which the subject property has frontage in a conspicuous location within the right of way in front of property or on the property in front. Signs shall be double-faced and posted so that the face of the sign is at a right angle to the street to allow the signs to be read by the traveling public in both directions. The lettering on the signs shall be at least one-inch height.

The public notice sign will be removed by the Department. Removal of the sign by any other individual is subject to fine or penalty.

## Published Notice

For each application, notice of the nature of the action request and the date, time and place of the public hearing before the Board of Appeals shall be published in a newspaper of general circulation within the County in which are carried the legal advertisements of the County at least ~~fifteen (15)~~thirty (30-days) days prior to and not more than sixty (60) days prior to the public hearing before the Board of Appeals.

**Errata #2 Add verbiage that reads whether or not the abandonment of a non-conforming use was intended that it will no longer be “grandfathered in” after 12 months of discontinued use.**

## **Article 13 Nonconforming Situations**

### **Section 120 Discontinuance of a Nonconforming Building or Use**

A pre-existing use that was legally established, but became a nonconforming use after the adoption of this Ordinance and that has been discontinued for a continuous period of twelve (12) months, whether or not abandonment of the use is intended, shall not be reestablished and any future use shall be in conformity with the provisions of this Ordinance.

1. Amendment: OA22080002 – Amendment to Walton County Land Development Ordinance per Errata Sheet dated 09/01/2022

**Errata #1 – Article 14 Section 160 – Change notification of ad/letter/sign on BOA cases to 30 days**

Charna Parker explained that the Zoning Procedures laws changed in July of last year to require that all Board of Appeals cases be advertised, letters mailed to adjoining property owners and signs be posted 30 days prior to the hearing. Ms. Parker stated the staff learned of this change while attending a conference. This amendment will correct our ordinances as per these changes.

**Errata #2 – Article 13 – Section 120 – Non-conforming use discontinued-intentional or not**

Charna Parker stated that another issue that staff learned about in training was in regard to uses that are grandfathered in or “Legal Non-conforming uses”. Our ordinance states that if the use is discontinued for 12 months, the status of legal non-conforming ceases to exist. Ms. Parker explained that staff also learned in the same conference that in order for this ordinance to hold up in court, that it needed to state whether the uses ceases intentionally or not for 12 months, the legal non-conforming status drops from that use. We are amending the ordinance so that it reads: A pre-existing use that was legally established, but became a nonconforming use after the adoption of this Ordinance and that has been discontinued for a continuous period of twelve (12) months, **whether or not abandonment of the use is intended**, shall not be reestablished and any future use shall be in conformity with the provisions of this Ordinance.

**Recommendation:** Wesley Sisk made a motion to approve with a second by Brad Bettis. The motion carried unanimously.



2022-\_\_\_\_\_

**State of Georgia**

**County of Walton.**

**AN ORDINANCE TO AMEND THE CODE OF WALTON COUNTY, GEORGIA TO MODIFY PROVISIONS PERTAINING TO ANIMALS; TO REPEAL CONFLICTING PROVISIONS; AND PROVIDING FOR RELATED MATTERS**

WHEREAS the Board of Commissioners of Walton County desires to enact an ordinance modifying the provisions of The Code of Walton County, Georgia pertaining to animals, repealing conflicting provisions, and providing for related matters.

NOW WHEREFORE the Board of Commissioners of Walton County hereby ordains that Chapter 10 of The Code of Walton County, Georgia is hereby amended to read as follows:

**“Chapter 10 ANIMALS<sup>1</sup>**

**ARTICLE I. IN GENERAL**

**Sec. 10-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned animal* means any animal which shall have been placed upon public property or within a public building unattended and unsupervised or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or without care. An animal

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<sup>1</sup>Editor’s note(s)—Ord. of 5-7-13 repealed former Ch. 10, §§ 10-1—10-59, and enacted a new Ch. 10 as set out herein. The former chapter pertained to similar subject matter and derived from Res. No. 91-7, §§ I—IX, 3-19-1991; Ord. of 12-2-1997, §§ 1—23.

State law reference(s)—Dogfighting, O.C.G.A. § 16-12-37; cruelty to animals, O.C.G.A. § 16-12-4; sale of dog meat for human consumption prohibited, O.C.G.A. § 26-2-160; fishing in private ponds, O.C.G.A. § 27-4-30 et seq.; wild animals, O.C.G.A. § 27-5-4 et seq.; rabies control, O.C.G.A. § 31-19-1 et seq.; animal bites, O.C.G.A. § 31-19-4; inoculation of dogs and cats against rabies, O.C.G.A. § 31-19-5; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.; livestock running at large, O.C.G.A. § 4-3-1 et seq.; Dead Animal Disposal Act, O.C.G.A. § 4-5-1 et seq.; Dangerous Dog Control Law, O.C.G.A. § 4-8-20 et seq.; permitting dogs in heat to run at large prohibited, O.C.G.A. § 4-8-6; liability of owner or keeper of vicious or dangerous animal for injuries caused by animal, O.C.G.A. § 51-2-7; authority to exercise animal control, Ga. Const. art. IX, § II, ¶ III(a)(3).

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shall also be considered as abandoned which has been upon or within the property of the owner or custodian of the animal for a period of time in excess of 36 hours unattended.

*Adequate food* means sufficient quantity of non-contaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age and health of the animal. Garbage, spoiled, rancid, or contaminated food is not adequate food.

*Adequate confinement area* means a fenced area, kennel, pen, building, or other enclosure with shade or access to a heat source, as weather-appropriate, that (a) is sufficient to prevent escape by the animal contained with it, (b) is sufficient to protect the animal from injury and illness, (c) has sufficient open ground space, not occupied by a shelter or other items and free of excrement, to allow the free movement of the confined animal or animals, and (d) has sufficient open ground space, not occupied by a shelter or other items and free of excrement, to allow adequate exercise for the confined animal. Whether a confinement area is adequate for an animal will be based on the number, age, size, energy level, and species contained within it.

*Adequate shelter* means protective cover appropriate for the species and providing adequate space to maintain the animal in good health, which also prevents pain, suffering or a significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four sides with a door opening, a constructed floor, and a roof. It should also be clean, dry and compatible with current weather conditions, in addition to age, size, species and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down and go in and out of the structure comfortably. Adequate shelter must be compatible with the number of animals on the property.

- (1) Adequate shelter includes, but is not limited to, the following:
  - a. Sufficient coverage and insulation to protect an animal from extreme hot and cold temperatures;
  - b. Sufficient protection from the elements to keep the animal dry;
  - c. Sufficient shade and ventilation to prevent an animal from overheating and/or dehydrating; and
  - d. Adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.
- (2) Materials not suitable for shelters include, but are not limited to:
  - a. Inadequately insulated containers;
  - b. Plastic kennels or airline-type animal shipping crates;
  - c. Metal or plastic drums;
  - d. Abandoned or parked vehicles;
  - e. Uncovered porches or decks;
  - f. Lean-tos;
  - g. Any other structure that fails to provide sufficient protection from the elements.

*Adequate veterinary care* means medical care of an animal from or under the direction of a veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent an animal from suffering from:

- (1) Ongoing infections;
- (2) Infestation of parasites;
- (3) Disease; or
- (4) Any other medical condition/injury where withholding or neglecting to provide such care would:
  - a. Endanger the health or welfare of the animal; or

- b. Promote the spread of communicable diseases.

*Adequate water* means clear, clean, drinkable water in adequate supply. Examples of inadequate water include, but are not limited to: snow, ice, rainwater and rancid or contaminated water.

*Animal at large* means any animal found loose and not under proper restraint off of the property of its owner.

*Animal control officer* means any person so designated by the board of commissioners to perform the duties of animal control and enforce the provisions of this chapter.

*Animal shelter* shall have the same meaning as set forth in O.C.G.A. § 4-14-2.

*Animal under restraint* means:

- (1) Any animal controlled within the property limits of its owner;
- (2) Any animal secured by a leash, where one end of the leash is attached to a proper collar or harness and the other end is held by or affixed to a competent and responsible person, or enclosed by way of a fence or other enclosure;
- (3) Any animal at heel or beside a competent person and which is obedient to the person's commands; or
- (4) Any animal within a vehicle being driven or parked on the streets.

Hunting dogs shall be deemed under restraint for the purpose of this chapter when they are being used for hunting in accordance with state game and fish department laws, rules, and regulations.

*Domesticated animals* means animals that are accustomed to living in or about the habitation of humans, including, but not limited to, cats, dogs, cows, fowl, horses, swine, domesticated wild animals and exotic animals.

*Impoundment* means the action of taking physical control of an animal by an animal control officer or other officers empowered to act by law and the transporting of such animal to the animal control facility.

*Owner* means any person who owns, harbors, keeps and maintains, has lawful possession of, or knowingly causes or permits an animal to be harbored or kept, who has an animal in his care, who shelters or provides for such animal sufficient quantities of wholesome food and water 14 consecutive calendar days or longer, or who permits an animal to remain on his premises. The term "owner" shall also include any person hired or acting as custodian of the animal for its owner. If the owner or keeper of any animal is a minor, each parent or guardian of such minor shall be considered an owner for purposes of this chapter and shall be responsible for ensuring compliance with all provisions of this chapter.

*Person* means any individual or corporation or other entity.

*Proper collar or harness* means any fitted collar or harness which provides enough room between the collar and the animal's throat, or between the harness and all points of contact with the animal's body, through which two fingers may fit but from which the animal cannot easily free itself. Rope, cable, chain, wire or other similar materials are not suitable as a proper collar or harness.

(Ord. of 5-7-13, § I)

## **Sec. 10-2. Animal control unit.**

There is created for the county an animal control unit (totally separate from and independent of any established humane society), and it shall be staffed with such personnel as may be from time to time authorized by the board of commissioners. The animal control unit shall be charged with enforcing this chapter and the operation of the county shelter.

(Ord. of 5-7-13, § I)

### **Sec. 10-3. Duty of owner to keep animals under control.**

It shall be unlawful for a domesticated animal to be at large. The Owner of an at large domesticated animal shall be strictly liable for a violation of this provision.

(Ord. of 5-7-13, § I)

### **Sec. 10-4. Duty to keep animals under restraint.**

It shall be the duty of every animal owner to ensure that such animal is kept under proper restraint and that the animal does not become at large.

(Ord. of 5-7-13, § I)

### **Sec. 10-5. Control and Removal of Animal Waste.**

It shall be unlawful for the owner of any animal to fail to immediately remove any feces deposited by such animal upon any:

- (a) public sidewalks, public streets, public parks, or other public property, provided, however, that this subsection shall not be construed as to apply to hoofed animals or livestock; or
- (b) private property without permission of the owner or lawful possessor of such property.

### **Sec. 10-6. Enforcement.**

- (a) *Primary enforcement responsibility.* The primary responsibility for enforcement of this chapter shall be vested in the animal control unit.
  - (1) The animal control unit shall consist of animal control officers, the number and identity of which shall be designated by the board of commissioners.
  - (2) These officers shall be vested with the authority to issue citations for violation of this chapter.
  - (3) The officers comprising the animal control unit may also call upon any law enforcement officer as may be necessary for the enforcement of this chapter.
- (b) *Issuance of citations.* Upon information known to any officer or member of the animal control unit or the county sheriff's department that any person is in violation of this chapter, a citation may be issued requiring such person to appear before the judge of the magistrate court of the county on a day and time certain to stand trial for the violation of this chapter.
- (c) *Right of officer to defend himself in performance of duty.* In the performance of his duties pursuant to the provisions of this chapter, any animal control officer or any law enforcement officer assisting in enforcing this chapter may use such force as is necessary to defend themselves from attack by an animal; provided, however, that all efforts shall be made to impound an attack animal without undue harm, injury or danger to the animal, the officer, or to any other persons and property.
- (d) *Right of entry.* Any animal control officer or other authorized officer is hereby authorized to enter upon any property for the purpose of investigating alleged violations of this chapter, or to seize and impound any animal found to be in violation of this chapter. The animal control unit may use any appropriate means necessary to remove an animal in distress from inside a vehicle, enclosure or building other than a residence.
- (e) *Testimony of witnesses.* If a violation of this chapter has not been witnessed by an officer of the animal control unit, the sheriff's department or other employee of the county, a subpoena shall be issued to the



person possessing sufficient evidence of a violation requiring such person to appear on the day and time set to testify on behalf of the county.

- (f) *Impoundment of animals.* Animals within any of the following classes may be impounded by the animal control unit:
- (1) Animals at large in violation of this chapter;
  - (2) Animals that have been abandoned;
  - (3) Animals subjected to treatment that violates section 10-19;
  - (4) Animals which have bitten a person or animal or which have been bitten by an animal suspected of having rabies;
  - (5) Animals not wearing current vaccination tags;
  - (6) Animals suspected of having rabies; and
  - (7) Unconfined dogs in quarantine areas.

(Ord. of 5-7-13, § 1)

### **Sec. 10-7. Disposition of impounded animals.**

- (a) *Notice of impoundment.* It shall be the duty of the animal control unit to attempt to immediately notify the owner of each domesticated animal impounded if the owner of the domesticated animal is known or can be reasonably ascertained.
- (b) *Mandatory minimum holding period.* Except as otherwise set forth in in this section, it shall be the duty of the animal control unit to house and care for any impounded domesticated animals for: (a) 72 hours if the owner is unknown and the animal is untagged or (b) 168 hours if the animal is properly tagged or chipped with the current owner's information, with said time period to commence upon the notification or attempted notification of the owner identified in the tag or chip. If not reclaimed within this time period, the animal shall be deemed abandoned and the property of the animal control unit.
- (c) *Reclaiming animal; fees.* The owner of any domesticated animal which has been impounded may, within the mandatory minimum holding period, reclaim such domesticated animal by payment of the impoundment fee and daily board rate established from time to time by the board of commissioners after providing proof of ownership satisfactory to the animal control unit. It shall be the in discretion of the animal control unit whether to allow an owner to make application for adoption if the mandatory minimum holding period has expired. If no proof of current rabies inoculation can be shown at the time of the animal's release, the owner shall pay the necessary fees to have the animal properly inoculated and tagged, in addition to any other fees that may be due.
- (d) *Animal adoption.* The animal control unit may release for adoption any animal unclaimed after the mandatory minimum holding period, following the adoption procedure as outlined in section 10-18. Any person adopting an animal shall pay the required adoption fees and any other such fees deemed necessary.
- (e) *Treatment or euthanization of diseased or injured animal for which the minimum holding period has not expired.* If any animal impounded by the animal control unit for which the minimum holding period has not expired shows evidence of contagious, infectious or fatal disease or is seriously ill or severely injured and suffering, and:
- (1) after reasonable inquiry or investigation undertaken in a timely fashion, no determination as to owner can be made;
  - (2) the owner, although known, cannot reasonably timely be contacted; or

- (3) the owner refuses to claim the animal immediately after notification and accept financial responsibility for necessary veterinary care,

the animal control director or his designee will determine whether there is a just reason for euthanasia and/or whether the animal will be evaluated and/or cared for by a licensed veterinarian.

For purposes of this section, *timely* shall mean a time period not to exceed 24 hours; a shorter duration shall be warranted if the animal control director or his designee determines that humane care of the animal so dictates.

- (f) *Veterinary expenses.* All veterinary expenses incurred shall be charged to the owner of such animal.
- (g) *Dangerous animals.* Any animal which presents a serious danger to persons, animal control personnel, or other animals may be, without regard to the mandatory minimum holding period, destroyed by the most humane method available.
- (h) *Research.* No live animal in the possession of the animal control unit shall be released, sold, or given to any individual, institution, or private firm for the purpose of medical or scientific research.

(Ord. of 5-7-13, § I)

### **Sec. 10-8. Public nuisance animal.**

- (a) It shall be unlawful for any owner of an animal to allow such animal to become a public nuisance. Any animal will be deemed to be a public nuisance animal if:
- (1) It is repeatedly found at large;
  - (2) It damages the property of someone other than the owner of the animal;
  - (3) It aggressively chases, attacks or bites a person while off the property of the owner;
  - (4) It produces, because of quantity, manner or method in which animals are kept, unsanitary conditions;
  - (5) It is a dog and it continuously makes excessive noises. Excessive noises shall be defined as continuous howling, barking or crying or causing unreasonable auditory annoyance continuously for a period of one-half hour or more. For the purposes of this chapter, the dog must be within 200 feet of the property line of the complaining party; or
  - (6) It is an in-heat female dog or cat that is at large.
- (b) In addition to any other penalty, an owner of any animal deemed to be a public nuisance animal shall be required to have such animal spayed or neutered, as appropriate, at the owner's expense within 30 days for violation of this section.

(Ord. of 5-7-13, § I)

### **Sec. 10-9. Abandoned animals.**

It shall be unlawful for anyone to knowingly abandon or permit such abandonment of or aid in such abandonment of any domesticated animal.

(Ord. of 5-7-13, § I)

### Sec. 10-10. Biting animals.

- (a) *Definition.* For purposes of this section, *Rabies Compendium* means the Compendium of Animal Rabies Protection and Control published by the National Association of State Public Health Veterinarians Compendium of Animal Rabies Prevention and Control Committee.
- (b) *Confinement.* All domesticated animals, whether vaccinated or not, and who are known to have bitten a person causing an injury that is open and bleeds, shall be confined for a period of ten days for observation of rabies, unless humanely euthanized with its brain tissue analyzed for indications of rabies as set forth below.
- (c) *Destruction and analysis of animals suspected of rabies.* For all wild animals, exotic animals, and domesticated wild animals, or in the case of consent of owner for other owned domesticated animals, the animal shall be destroyed immediately, decapitated and its brain tissue analyzed for indications of rabies, if it has bitten a human or another animal causing an injury that is open and bleeds.
- (d) *Destruction of unvaccinated animals.* An animal which has not been vaccinated or which has been vaccinated less than one month prior to being bitten by a known rabid animal shall be immediately destroyed.
  - (1) If the owner is unwilling to destroy such animal, it shall be confined in strict isolation in a location approved by the animal control officer for the time period set forth in the most recent edition of the Rabies Compendium.
  - (2) The confined animal must be vaccinated on the schedule set forth in the most recent edition of the Rabies Compendium.
  - (3) If the confined animal develops signs or symptoms of rabies during the quarantine period, it shall be humanely euthanized. An animal that dies or is humanely euthanized during the period of quarantine shall have its brain tissue analyzed for indications of rabies.
- (e) *Revaccination and confinement.* Any dog or other animal for which rabies vaccination effectiveness has been established and having current vaccination at least one month prior to being bitten by a known or suspected rabid animal should be revaccinated and then confined in a manner approved by the animal control officer for the time period set forth in the most recent edition of the Rabies Compendium; thereafter, it shall be released to the owner if the animal exhibits no signs (clinical) of rabies as determined by a veterinarian.

(Ord. of 5-7-13, § I)

### Sec. 10-11. Establishment of infected area quarantine.

Whenever the department of human resources for the state declares the county or any area therein an "infected area" pursuant to O.C.G.A. § 31-19-2, then every dog and cat in such infected area shall be quarantined and confined to the owner's or custodian's premises during the entire period of time for which such declaration of the department of human resources is in effect.

(Ord. of 5-7-13, § I)

### Sec. 10-12. Confinement area of facility.

- (a) *Place of confinement.* Confinement area or facility to which a dog or other animal is confined in compliance with the provisions of this chapter shall be either an animal shelter, kennel, animal hospital or such other place as designated by the animal control officer.
- (b) *Requirements for confinement facility.* Unless otherwise authorized by the animal control officer, unvaccinated biting animals and animals to be confined as prescribed in section 10-10 shall be confined in an animal shelter, kennel or animal hospital at the owner's expense. Such facility shall provide for the following:

- (1) Construction and management which will keep the animal dry and clean, prevent its escape and prevent its contact with both people and other animals;
- (2) A method and procedure for the identification of the animal and the recording of the date of its admission to the area or facility;
- (3) Assurance that the animal will have safe and adequate water and food;
- (4) Adequate space for the animal's exercise;
- (5) Protection against excessive heat and cold; and
- (6) Space, cages, pens and other necessary equipment to isolate the animal for its protection against injury and infectious diseases.

(Ord. of 5-7-13, § I)

### **Sec. 10-13. Vaccination of dogs and cats.**

- (a) *Vaccination required.* The owner of a dog or cat four months of age or older shall cause such dog or cat to be vaccinated against rabies as defined by this chapter.
- (b) *Revaccination.* Each dog and cat shall be revaccinated within 10-12 months of the date of the first known vaccination.
- (c) *Vaccination periods.* When dogs or cats known to have been vaccinated at least twice, with such vaccinations occurring within 10-12 months of each other are vaccinated a third or subsequent time with a vaccine approved by the state department of human resources as providing three-year protection, such animals shall be revaccinated within three years. When other approved vaccines are used, yearly inoculations shall be required.
- (d) *Vaccination by owner.* Vaccination by an owner, unless such owner is a licensed veterinarian, shall not be recognized.
- (e) *Revaccination of dogs or cats brought into county.* The owner of any dog or cat brought into the county for a permanent stay from outside the county shall cause such dog or cat to be revaccinated in accordance with this chapter.
- (f) *Certificate of vaccination for evidence of comparable procedures.* When the owner of such dog or cat produces evidence satisfactory to the animal control officer that such dog or cat has been vaccinated in a manner and by procedures comparable to the requirements of this chapter, then a county certificate of vaccination may be issued in lieu of revaccination.
- (g) *Vaccination by licensed veterinarian.* No person shall vaccinate any dog or cat against rabies who is not licensed to practice veterinary medicine in the state.
- (h) *Temporary stay requirements for dogs.* Any dog brought into the county for a temporary stay not exceeding 14 days shall be confined or on a leash at all times unless it has been vaccinated for rabies in its home jurisdiction.

(Ord. of 5-7-13, § I)

### **Sec. 10-14. Certificate of vaccination.**

- (a) *Issuance of certificates of vaccination and vaccination tags.* Any veterinarian is authorized and required in connection with his practice to issue certificates of rabies vaccination and rabies vaccination tags.
- (b) *Evidence of vaccination.* Evidence of vaccination shall consist of a certification of vaccination and vaccination tag.



- (c) *Preparation of certificate.* The certificate with each item answered shall be prepared in triplicate and signed by the veterinarian administering this vaccine.
- (d) *Disposition of copies.* The veterinarian shall furnish one copy to the owner, one copy to the county animal control officer and retain one copy for his files.
- (e) *Maintenance of records.* The certificates of vaccination furnished to the county animal control officer by the veterinarian shall be maintained by the animal control officer in an orderly, indexed file until such certificates have expired.

(Ord. of 5-7-13, § I)

### **Sec. 10-15. Vaccination tags and collars.**

- (a) *Issuance.* Coincident with the issuance of the certificates of vaccination, the veterinarian shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag bearing the same number and year thereon as the certificate bears.
- (b) *Vaccination tag to be worn.* Every dog and cat that is kept, possessed, maintained or harbored in the county at all times shall wear affixed to its collar or harness a current vaccination tag.
- (c) *Unlawful removal.* It shall be unlawful for any person to attach a vaccination tag to the collar of any animal for which it was not issued, or to remove an unexpired vaccination tag from any animal he does not own.

(Ord. of 5-7-13, § I)

### **Sec. 10-16. Adoption.**

- (a) *When animals to be offered for adoption.* The animal control unit or its chosen agent may offer for adoption any animal unreclaimed after the mandatory minimum holding period defined in section 10-7.
- (b) *Immediate availability.* In the event that the animal is surrendered to the animal control unit by such owner, the animal may be offered immediately.
- (c) *Age requirement.* All persons adopting animals must be over 18 years of age and shall provide proper and humane care, feeding, sheltering, confinement, protection from weather, and veterinary treatment as needed.
- (d) *Spay and neutering.* All persons adopting a fertile dog or cat shall cause the female to be spayed and/or the male to be neutered within 30 days from date of adoption in the case of an adult animal, or within 30 days of the animal attaining the age of four months in the case of an immature animal.
- (e) *Use of adopted animal for research prohibited.* Any person adopting an animal shall not permit the animal to be used by any individual or institution for any purposes of research.
- (f) *Restrictions on frequency of adoption.* The frequency with which animals may be adopted and placed in any household may be restricted in the discretion of the animal control director or his designee.
- (g) *Refusal of adoption.* The animal control unit or its designee reserves the right to refuse adoption of any animal to any person that does not meet specified requirements.
- (h) *Adoption fees.* Adoption fees are set by the board of commissioners and may include all or part of the costs of an examination, rabies and other inoculation, microchipping, and all or part of the costs associated with spaying or neutering dogs and cats.

(Ord. of 5-7-13, § I)

### Sec. 10-17. Discretion.

Any animal control officer may at his or her discretion not impound a dog or other animal found in violation of this chapter but may instead return the animal to its rightful owner.

(Ord. of 5-7-13, § I)

### Sec. 10-18. Interference with an animal control officer.

It shall be unlawful to interfere with the investigation or duties of any animal control officer or officer empowered to act by law, or to take or attempt to take any animal from a county vehicle used to transport such animal, to take or attempt to take any animal from the animal control shelter or impounding area, or to otherwise seek to release any animal from the custody of the animal control unit.

(Ord. of 5-7-13, § I)

### Sec. 10-19. Humane treatment of animals.

(a) *Provision of basic care.* No person having an animal in its possession and/or control shall fail to provide such animal:

- (1) adequate food at least once every 24 hours;
- (2) adequate water at all times;
- (3) adequate shelter;
- (4) adequate veterinary care; and
- (5) an adequate confinement area.

Animals shall be provided humane care at all times.

(b) *Inhumane treatment prohibited.* No person shall beat, ill treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit combat between animals.

(c) *Exposure to poisonous substances.* No person shall expose any known poisonous substance, whether mixed with food or not, so that the poisonous substance shall be likely to be eaten by any domesticated animal.

(d) *Exposure to unsanitary conditions.* No person shall expose an animal to unsanitary conditions by depositing or failing to remove feces, waste, debris, trash, mud, standing water or similar unsanitary condition from the animal's immediate living area or area of confinement.

(e) *Tethering.* No person may fasten an animal, whether by chain, rope, tie, leash, cable line or other tether, outdoors or inside a structure or vehicle, to any thing including, but not limited to, a dog house, tree, fence, vehicle, runner, trolley system, other animal, cinder block, crate, house, furniture, or other object, unless it is on a temporary basis and a competent and responsible person is attending the animal. A person is attending an animal if the person is competent and responsible for the animal, is in the same structure or vehicle as the animal or is outside on the same property as the animal, has a clear line of site to the animal, and is close enough to physically intervene before the animal harms another person or animal.

- (1) It shall be the duty of every owner of a domesticated animal to ensure such animal is not tethered in violation of this section.
- (2) Any tether used while an animal is tethered in accordance with the requirements of this subsection (e) must be attached to a proper collar or harness.
- (3) An animal may not be tethered at any time:

- a. By use of a prong, choke, pinch, martingale, or similar collar;
- b. By use of a rope, chain, or other tether wrapped directly around the animal's neck or body;
- c. By use of a tether that, including all collars, harnesses, weights, locks, and other items that have their weight borne by the animal, weighs more than five percent of the body weight of the animal;
- d. In an outside compartment of a running vehicle;
- e. In a manner that prevents the animal from lying, sitting, or standing comfortably and without the restraint becoming taut other than while undergoing customary grooming or veterinary procedures;
- f. In a manner that allows the animal to become entangled on the restraint or another object;
- g. In a manner that endangers the animal by restricting its access to adequate food, water, or shelter; or
- h. In a manner that causes injury to the animal.

(Ord. of 5-7-13, § I)

### **Sec. 10-20. Liability of county, officers and employees.**

The county, the animal control unit and its officers shall not be held responsible or liable for any accidents, diseases, injuries or deaths to any animal while being impounded or boarded at the animal shelter. Furthermore, the county, the animal control unit and its officers shall not be responsible or liable in any way for the health, welfare or actions of an animal after its adoption.

(Ord. of 5-7-13, § I)

### **Sec. 10-21. Violations.**

Any person who shall violate any provision of this chapter, as this chapter exists or as it may hereafter be amended, shall be guilty of a misdemeanor and subject to the jurisdiction of the magistrate court of the county and, upon conviction, shall be punished as provided in section 1-12.

(Ord. of 5-7-13, § I)

### **Secs. 10-22—10-50. Reserved.**

## ***ARTICLE II. DANGEROUS AND VICIOUS DOGS<sup>2</sup>***

### **Sec. 10-51. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal shelter* shall have the same meaning as set forth in O.C.G.A. § 4-14-2.

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<sup>2</sup>Editor's note(s)—Ord. of 9-9-14, § I, repealed the former Art. II, §§ 10-51—10-60, and enacted a new Art. II as set out herein. The former Art. II pertained to similar subject matter and derived from Ord. of 5-7-13, § I.

State law reference(s)—O.C.G.A. § 4-8-20 et seq., known as the Responsible Dog Ownership Law.

*Classified dog* means any dog that has been classified as either a dangerous dog or a vicious dog pursuant to this article.

*Dangerous dog* means any dog that:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or
- (3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

*Mail* means to send by certified mail or statutory overnight delivery to the recipient's last known address.

*Owner* means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dog. In the case of a dog owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor.

*Probate court* means the Probate Court of Walton County, Georgia.

Serious injury means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

*Superior court* means the Superior Court of Walton County, Georgia.

*Vicious dog* means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

(Ord. of 9-9-14, § I)

### **Sec. 10-52. Exceptions to definitions.**

The terms "dangerous dog" and "vicious dog," as defined in this chapter, shall not include the following:

- (1) A dog that is in the act of use by a law enforcement or military officer to carry out the law enforcement or military officer's official duties.
- (2) A dog that inflicts an injury upon a person who, at the time, was committing a willful trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime, under O.C.G.A. Chapter 5 of Title 16.

(Ord. of 9-9-14, § I)

### **Sec. 10-53. Applicability of provisions.**

Any dog classified prior to July 1, 2012 as a potentially dangerous dog in this state shall on and after that date be classified as a dangerous dog under this article. Any dog classified prior to July 1, 2012 as a dangerous dog or vicious dog in this state shall on and after that date be classified as a vicious dog under this article.

(Ord. of 9-9-14, § I)

### **Sec. 10-54. Animal control officer.**

The director and personnel of the animal control unit created by section 10-2 shall serve as animal control officers for the county and shall be charged with enforcing this article. An animal control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this article.

(Ord. of 9-9-14, § 1)

### **Sec. 10-55. Liability of county.**

Pursuant to state law, under no circumstances shall the county or any employee or official of the county be held liable for any damages to any person who suffers an injury inflicted by a dog as a result of a failure to enforce the provisions of this article.

(Ord. of 9-9-14, § 1)

### **Sec. 10-56. Procedures for classifying vicious dogs and dangerous dogs; notice; hearing.**

- (a) *Duty to investigate.* Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within the animal control officer's jurisdiction, the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.
- (b) *Impoundment.* If the animal control officer believes that a dog subject to classification as a dangerous dog or vicious dog poses a threat to public safety, the dog may be immediately impounded and the dog owner shall be responsible for all costs resulting from such impoundment. At the discretion of the animal control officer, the dog may be held at an approved veterinary or boarding facility at the owner's expense. Any impounded dog may be held until the requirements for possessing a classified dog as contained in section 10-57 are met or until a hearing in probate court pursuant to subsection (d) of this section results in a decision that no classification is warranted. Notwithstanding the foregoing, if the animal control officer states his or her intention to pursue a civil action in superior court to request euthanasia of the dog pursuant to subsection (g), (i), or (j) of this section within ten days of mailing the notice provided for in subsection (c) of this section, the dog may be held at the owner's expense through the final adjudication of said civil action.
- (c) *Notice.* When the animal control officer determines that a dog is subject to classification as a dangerous dog or vicious dog, the animal control officer shall mail a dated notice to the dog's owner within 72 hours. Such notice shall include a summary of the animal control officer's determination and shall state that the owner has a right to request a hearing before the probate court on the animal control officer's determination within seven days after the date shown on the notice. The notice shall provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the animal control officer's determination shall become effective for all purposes under this article. If an owner cannot be located within ten days of an animal control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the animal control officer.
- (d) *Hearing.* When a hearing is requested by a dog owner in accordance with subsection (c) of this section, such hearing shall be scheduled within 30 days after the request is received; provided, however, that such hearing may be continued by the probate court for good cause shown. At least ten days prior to the hearing, the probate court shall mail to the dog owner written notice of the date, time, and place of the hearing. At the hearing, the dog owner shall be given the opportunity to testify and present evidence and the probate court conducting the hearing shall receive other evidence and testimony as may be reasonably necessary to sustain, modify, or overrule the animal control officer's determination. The animal control officer may, in his discretion, impound said dog in the county shelter pending the outcome of said probate court proceedings.



- (e) *Notice of determination by probate court.* Within ten days after the hearing, the probate court shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that determination shall be effective. If the determination is that the dog is to be euthanized pursuant to subsection (h) of this section, the notice shall specify the date by which the euthanasia shall occur.
- (f) *Judicial review.* Judicial review of the probate court's final decision shall be in accordance with O.C.G.A. § 5-3-2 and costs shall be paid as provided in O.C.G.A. § 5-3-22.
- (g) The probate court, either upon a hearing requested by the owner of a dog regarding a classification determination made by the animal control officer or upon a hearing requested by an animal control officer, may order the euthanasia of a dog upon finding, after notice and hearing, that the dog has seriously injured a human or presents a danger to humans not suitable for control under this article and:
- (1) The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or
  - (2) Any local government authority has filed with the court a civil action requesting euthanasia of the dog.
- (h) Where the probate court finds, after notice and opportunity for a hearing as provided by this article, a dog to have caused a serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this subsection;
- (i) Where the probate court, after notice and hearing as provided by this article, (1) upholds a determination that a dog is vicious or dangerous and (2) determines, based on the facts and circumstances of the case, that the requirements set forth in this article for possessing such a classified dog are insufficient to protect the public from said dog, the probate court may, in its discretion, order said dog to be euthanized.
- (j) Where the probate court, upon application of the animal control officer and after notice and hearing as provided by this article, determines, based upon the facts and circumstances of the case, that the requirements set forth in this article for owning or possessing a classified dog are insufficient to protect the public from a dog determined to be dangerous or vicious, the probate court may, in its discretion, order said dog to be euthanized.

(Ord. of 9-9-14, § I; Ord. of 3-1-16, § 1)

### **Sec. 10-57. Requirements for possessing a classified dog.**

- (a) It shall be unlawful for an owner to have or possess within the county a classified dog without a certificate of registration issued in accordance with the provisions of this article. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.
- (b) Except as otherwise provided in this article, a certificate of registration for a dangerous dog shall be issued only if the animal control officer determines that the following requirements have been met:
- (1) The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property;
  - (2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;
  - (3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and
  - (4) The dog has been sterilized.
- (c) Except as otherwise provided in this article, a certificate of registration for a vicious dog shall be issued only if the animal control officer determines that the following requirements have been met:

- (1) The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed double-walled pen, fence, or structure suitable to prevent the vicious dog from leaving such property;
  - (2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;
  - (3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog;
  - (4) The dog has been sterilized; and
  - (5) The owner maintains and can provide proof of general or specific liability insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.
- (d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.
- (e) No person shall be the owner of more than one vicious dog.
- (f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:
- (1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;
  - (2) The felony of dog fighting as provided for in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or
  - (3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. §§ 16-13-31 and 16-13-31.1 from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.
- (g) An annual fee, which may be set from time to time in an amount deemed reasonable by the board of commissioners, in addition to any regular dog licensing fees, shall be paid to register classified dogs as required by this article. Certificates of registration shall be renewed on an annual basis, and payment of the annual registration fee shall be paid at the time the certificate of registration is issued. At the time of renewal of a certificate of registration for a classified dog, an animal control officer shall require proof from the owner or make such investigation as may be necessary to verify that the dog is continuing to comply with all provisions of this chapter. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this article.
- (h) The owner of a classified dog shall notify the animal control officer within 24 hours if the dog is on the loose or has attacked a human and shall notify the animal control officer within 24 hours if the dog has died or has been euthanized.
- (i) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished for euthanasia to a governmental facility or veterinarian.
- (j) The owner of a classified dog shall notify the animal control officer if the owner moves out of the county no later than ten days after such move. The owner of a classified dog who moves to the county from another jurisdiction within the State of Georgia shall register the classified dog in the county within ten days of becoming a resident and notify the animal control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required within 30 days of becoming a resident.

(Ord. of 9-9-14, § I)

**Sec. 10-58. Unlawful acts by owner of a classified dog.**

- (a) It shall be unlawful for an owner of a dangerous dog to permit the dog to be outside an enclosure designed to securely confine the dangerous dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property unless:
  - (1) The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary;
  - (2) The dog is contained in a closed and locked cage or crate; or
  - (3) The dog is working or training as a hunting dog, herding dog, or predator control dog.
- (b) It shall be unlawful for an owner of a vicious dog to permit the dog to be:
  - (1) Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed double-walled pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:
    - a. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
    - b. The dog is contained in a closed and locked cage or crate.
  - (2) Unattended with minors.

(Ord. of 9-9-14, § I)

**Sec. 10-59. Confiscation of classified dogs for noncompliance.**

- (a) A dangerous dog or vicious dog shall be immediately confiscated by any animal control officer or by a law enforcement officer in the case of any violation of this article. A refusal to surrender a dog subject to confiscation shall be a violation of this article.
- (b) The owner of any dog that has been confiscated pursuant to this article may recover such dog upon payment of all reasonable confiscation and housing costs and proof of compliance with the provisions of this article, unless such confiscation is deemed to be in error by an animal control officer or the probate court. All fines and all charges for services performed by a law enforcement or animal control officer shall be paid prior to owner recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.
- (c) In the event the owner has not complied with the provisions of this article within 14 days of the date the dog was confiscated, such dog shall be released to an animal shelter, as such term is defined in O.C.G.A. § 4-14-2 or euthanized in an expeditious and humane manner. The owner may be required to pay the costs of housing and euthanasia.

(Ord. of 9-9-14, § I)

**Sec. 10-60. Violations; penalties.**

- (a) The owner of a classified dog who violates the applicable provisions of this article may be prosecuted under O.C.G.A. § 4-8-29(c) and, upon conviction thereof, shall be guilty of a misdemeanor of high and aggravated nature.

- (b) An owner with a previous conviction for a violation of this article whose classified dog causes serious injury to a human being under circumstances constituting another violation of this article may be prosecuted for a felony under O.C.G.A. § 4-8-29(d) and, upon conviction thereof, shall be punished by imprisonment for not less than one nor more than ten years, a fine of not less than \$5,000.00 nor more than \$10,000.00, or both. In addition, the classified dog shall be euthanized at the cost of the owner.
- (c) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

(Ord. of 9-9-14, § 1)”

2.

This ordinance shall become effective immediately upon its approval by the Board of Commissioners of Walton County, Georgia.

3.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed or replaced, as applicable.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WALTON COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
David Thompson, Chair

[SEAL]

ATTEST \_\_\_\_\_

Rhonda Hawk, County Clerk

October 4, 2022

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, October 4, 2022 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren via phone, Mark Banks, Timmy Shelnut, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, County Manager John Ward 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.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:39 p.m. and led the Pledge of Allegiance. Commissioner Shelnut gave the invocation.

**ADOPTION OF AGENDA**

*Motion: Commissioner Warren requested the addition of an appointment to the Board of Appeals. Commissioner Adams made a motion to adopt the agenda with the addition. Commissioner Shelnut seconded the motion. The motion carried unanimously.*

**PLANNING COMMISSION RECOMMENDATIONS**

Planning Director Charna Parker presented the Planning Commission recommendation.

Approval of Rezone - Z22070026 -7.715 acres from A1 to B3 for business use - Applicant: Bill Hartley/Owners: John, Jeremy & James Mazzawi & Darin Wasileski - Property located at Hwy 78/Tommy Dillard Rd-Map/Parcel C1780047A00 - District 4

Chairman Thompson opened the public hearing on the matter. John Brewer spoke on behalf of the applicants. There was no one present to speak in opposition. Chairman Thompson closed the public hearing on the matter.

*Motion: Commissioner Bradford made a motion to approve the rezone for the purpose requested only, with no on site chemical or hazardous waste storage and that the entrance and exit be on Hwy. 78 only. Commissioner Shelnut seconded the motion; voted and carried unanimously.*

**ADMINISTRATIVE CONSENT AGENDA**

1. Approval of September 13, 2022 Meeting Minutes
2. Contracts & Budgeted Purchases of \$5000 or Greater
3. Ratification of Actions taken by WCWSA on 9/13/2022 and 10/4/2022
4. MOU - Walton County EMA and Walton Co. Citizens Corp Council
5. EMS - Ambulance Transport Rates



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

**RESOLUTIONS**

FY23 Budget Amendments

**Motion:** Commissioner Banks made a motion, seconded by Commissioner Shelnett to adopt and approve the Resolution for FY23 Budget Amendments. All voted in favor.

Approval of Supplemental Resolution approving the terms of the Supplemental Bond Resolution adopted by the Walton County Water and Sewerage Authority which authorizes and approves the final terms of the Walton County Water and Sewerage Authority Revenue Bonds (Walton-Hard Labor Creek Reservoir Water Treatment Facility Project), Series 2022

**Motion:** Commissioner Shelnett made a motion to approve and adopt the Resolution. Commissioner Banks seconded the motion and all voted in favor.

**CONTRACTS**

Consulting Agreement - Mike Martin

Chairman Thompson explained that the contract would provide planning and development service to Walton County in connection with the Rivian Project.

**Motion:** Commissioner Banks made a motion, seconded by Commissioner Warren to approve the agreement. All voted in favor.

**APPOINTMENTS**

Walton County Board of Appeals

**Motion:** Commissioner Warren made a motion to appoint Jim Cleveland to the Walton Co. Board of Appeals. Commissioner Shelnett seconded the motion; voted and carried unanimously.

Appointment - O'Kelly Memorial Library Board

**Motion:** Commissioner Adams made a motion, seconded by Commissioner Dixon to appoint Robin Dill to the O'Kelly Memorial Library Board of Trustees beginning October 1, 2022 and ending June 30, 2029. All voted in favor.

**DISCUSSION**

Possible Changes to Enabling Legislation

The Board discussed changes to the enabling legislation in order to have the Chairman's position

made part-time. There is also a need to change the level of authority for purchases that must have Board approval.

#### Good Hope Fire Station

County Manager John Ward gave an update to the Board on the reconstruction of the Good Hope Fire Station.

#### **ADJOURNMENT**

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Shelnett, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:12 p.m.*

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

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DAVID G. THOMPSON, CHAIRMAN

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RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners  
Purchases \$5,000.00  
Meeting FY23

November 1, 2022

Item 7.2.

Department	Fund	Description	Payee	Amount
<b>Budget Year FY 23</b>				

**Various**

<b>Various</b>		Annual Fire Alarm Test at Various Locations in the County	Cana Communications	<b>\$10,365.00</b>
<b>100</b>		Supplemental Employee and Paid Voluntary Ins - 11/01/2022-11/30/2022 - <b>For the Record</b>	One America	<b>\$33,096.14</b>
<b>Various</b>		Replenish Funds in Worker's Comp Trust - <b>For the Record</b>	Walton County BOC	<b>\$26,334.00</b>
<b>100</b>		Monthly Guarantee Fee - October 2022 - <b>For the Record</b>	Veracity Benefits	<b>\$6,768.00</b>
<b>100</b>		Monthly Premium - November 2022 - <b>For the Record</b>	Anthem Blue Cross	<b>\$8,431.36</b>
<b>100</b>		November 2022 Monthly	Monroe Auto Supply, Inc	<b>\$8,500.00</b>
<b>100</b>		December 2022 Monthly	Monroe Auto Supply, Inc	<b>\$8,500.00</b>

**Other Finance**

<b>9610</b>	<b>610</b>	Replenish Funds in Health Benefits Trust - <b>For the Record</b>	Walton County BOC	<b>\$500,000.00</b>
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**Board of Commissioners**

<b>1110</b>	<b>100</b>	Lobbying Services - September 2022	Holland & Knight, LLP	<b>\$17,500.00</b>
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**Finance Administration**

<b>1510</b>	<b>100</b>	Progress Billing #2 FY22 Audit	Mauldin & Jenkins	<b>\$70,000.00</b>
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**Data Processing/MIS**

<b>1535</b>	<b>100</b>	24 inch Monitors (15), HP Color Laserjet Printers (5), and HP Pro 4001DN Printers (10)	Shi International Corp	<b>\$10,152.40</b>
	<b>100</b>	Central Square Maintenance 8/1/2021 - 7/31/2022	Central Square (Superion)	<b>\$7,090.68</b>
	<b>100</b>	McAfee Annual Renewal	Shi International Corp	<b>\$12,132.25</b>
	<b>100</b>	QuickBooks Enterprise Diamond Annual	Jeremy Craig Consulting LLC	<b>\$12,989.00</b>

<b>GIS</b>	1537	100	Consulting and Parcel maintenance with CUVA/FLPA	GIS1, LLC	\$7,426.00
<b>Judicial BLDG SPLOST 2013</b>					
	1565.13	322	Tree Removal & Stump Grinding	Scarborough Tree Service, Inc	\$16,500.00
<b>Judicial BLDG - SPLOST 2019</b>					
	1565.19	323	Courtroom 2 Renovations; AV System	DCR Media & Systems, Inc	\$55,334.87
		323	Courtroom 2 Renovations; 25% of AV System	DCR Media & Systems, Inc	\$27,667.43
		323	2023 Ford E350	Wade Ford, Inc	\$53,043.75
<b>Jail</b>					
	3325	100	Repair Dishwasher - Motor, Breaker, Repair Kit, Hardware and Labor	Whaley FoodService Repairs, Inc	\$6,463.36
		100	Inmate Meals 9/1/22 - 9/30/22	Kimble's Food by Design	\$60,799.52
		100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$30,628.85
		100	Monitoring and Activation for Ankle Monitoring - September 2022	Joe Ray Bonding	\$18,239.00
		100	Monitoring and Activation for Ankle Monitoring - August 2022	Joe Ray Bonding	\$20,688.00
<b>Sheriff</b>					
	3300	100	Service Agreement	Cellebrite, Inc	\$6,400.00
<b>Fire Fighting</b>					
	3520.270	270	Fire Station 7 - Replacement Turnout Gear Lost in Fire Claim - 22-57, Pants & Coats (3)	NAFECO, Inc	\$10,617.00
<b>EMS</b>					
	3610	531	Ambulance Billing - September 2022	Emergency Billing, LLC	\$18,505.76
<b>Roadways &amp; Walkways</b>					
	4220	100	Concrete Repairs for Misc Roads	Black Oak, Inc	\$42,000.00
<b>Traffic Engineering - SPLOST 2019</b>					

4270.19	<b>323</b> <b>323</b>	Asphalt Distributor - State Contract Price John Deere Compact Track Loader	Tractor & Equipment Company Dobbs Equipment Southeast LLC	<b>\$235,000.00</b> <b>\$91,755.00</b>
<b>Hard Labor Creek</b>				
4405	<b>508</b>	Professional Services - <b>For the Record</b>	Atkinson Ferguson, LLC	<b>\$434.50</b>
	<b>508</b>	Professional Services -September 1,22 - September 30,22 <b>For the Record</b>	Atkinson Ferguson, LLC	<b>\$1,470.00</b>
	<b>508</b>	Professional Services - Bill thru September 30, 2022 - <b>For the Record</b>	Precision Planning	<b>\$2,143.05</b>
	<b>508</b>	Professional Services - O&M - <b>For the Record</b>	Precision Planning	<b>\$1,817.59</b>
	<b>508</b>	Professional Services - O&M - <b>For the Record</b>	J & M Unique Septic Systems, LLC	<b>\$10,500.00</b>
<b>HLC Water Treatment Facility</b>				
4430	<b>504</b>	Professional Engineering Services - Bill thru September 30, 2022 - <b>For the Record</b>	Precision Planning, Inc	<b>\$5,770.00</b>
	<b>504</b>	Professional Engineering Services - Bill thru August 27, 2022 - September 30, 2022 <b>For the Record</b>	Jacobs Engineering	<b>\$10,330.87</b>
<b>Water</b>				
4446	<b>507</b>	Meter Restock	Delta Municipal Supply Co	<b>\$63,400.00</b>
	<b>507</b>	Gasoline & Diesesl Purchases	Stephens OilCompany,	<b>\$5,404.64</b>
	<b>507</b>	Intergovernmental Agreement - Money Owed for Sewage Fees	City of Walnut Grove	<b>\$5,531.60</b>
	<b>507</b>	Water Purchased from Gwinnett County	Gwinnet County Department of Water Resources	<b>\$8,241.82</b>
	<b>507</b>	Tank/Well Charges for Various County Roads	Utility Service Co Inc.	<b>\$10,303.23</b>
	<b>507</b>	Outsourcing and Postage for Bills	Arista Information Systems, Inc	<b>\$9,767.28</b>
	<b>507</b>	Tank/Well Charges for Various County Roads	Utility Service Co Inc.	<b>\$10,303.23</b>
	<b>507</b>	Purchased Unleaded Fuel and Diesel Fuel	Stephen's Oil Company	<b>\$6,546.46</b>
	<b>507</b>	Water Purchased from Oconee County - September 2022	Oconee County Water Resources	<b>7,138.97</b>
	<b>507</b>	Belt Clip Receiver and Samsung Galaxy Tablet	Delta Municipal Supply Co	<b>6,500.00</b>
<b>Solid Waste</b>				
4530	<b>540</b>	Tipping Fees - September 2022	City of Monroe Public Works	<b>\$15,624.07</b>
<b>Heavy Equipment Shop</b>				
4900	<b>100</b>	Harrington Jib Crane and Electric Chain Hoist w/ Trolley	Grainger	<b>\$17,299.24</b>
<b>Partnership for Families</b>				
5550	<b>250</b>	1st Qtr Payment - FY2023 Family Connection Grant Exp Report	The Partnership for Family, Children & Youth	<b>\$16,195.04</b>



**Recreation Programs**

6130

**100**

Baseballs (260) Softballs (240) and Tee Balls (60)

TSC Team Sports

**\$34,337.40**

**Park Areas - SPLOST**

6220.19

**323**

30 Ton Roof Top Unit - Felker  
Kubota RTV X900

Trane U.S., Inc  
Hay's Tractor

**\$49,995.00**

**\$29,800.00**

**\$1,761,781.36**

## Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **November 1<sup>st</sup>, 2022**

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

If so, When?

TOPIC: **Surplus**

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

This Request: **Informational Purposes Only**

**Needs Action by Commissioners\* Yes**

\*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value.**

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:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**Walton County Miscellaneous Surplus**

Item 7.3.

Items released as County Surplus Property on 1st day of November, 2022.

<b>QTY</b>	<b>Dept. or ID #</b>	<b>Description (make/model/year if Applicable)</b>	<b>Serial / V.I.N.</b>
28	IT	HP Desktop Computers	
15	IT	HP Desktop Computers	
6	IT	View Sonic Monitors	
5	IT	Acer Monitor	
2	IT	Peler Monitors	
1	IT	HP Color Printer	
3	IT	HP Printers	
5	IT	Battery Back-up	
3	IT	Keyboards	
1	IT	Set Computer Speakers	
1	IT	SonicaWall TZ150	
1	IT	Motorolla Laptop	
1	Juvenile	Black Leather Chair w/Arms	
4	DA's	Broken Desk Chairs	
1	DA's	Broken Shredder	
1	Juvenile	Desk Chair-Ripped	
1	Tax Assessors	Executive Chair	
1	Juvenile	Brown Chair-No Arms-Broken	
1	Public Works	1992 Talbert 35 Ton-Lowboy Trailer	TLW35FGT1
1	Public Works	Tail Wheel 306 Bush Hog p/n 500c	
2	Public Works	Heavy Duty Wall Outlet 614757c	
6	Public Works	13w Kight Buld AC890c	
2	Public Works	Faucet Cover	
1	Public Works	Pressure Washer Hose 3000psi	
1	Public Works	Pressure Washer Hose 4500psi	

**Walton County Miscellaneous Surplus**

Items released as County Surplus Property on   1st   day of   November  , 2022.

8	Public Works	Axle Gasket 3303067	
1	Public Works	Steel Diamond Plate Truck Rack	
16	Public Works	Misc Toner Cartridges	
2	Public Works	Sharpe Adding Machines	EL-2630 & EL-1750
1	Public Works	IBM Wheelwrite 1500 Type Wrtier with Cartridge	
3	Public Works	Smead Sadjustable Hanging File Frames	
2	Public Works	Caterpillar Level Cut End Bit Overlay	
2	Public Works	Cutting Edge 2057074180	
2	Public Works	Cutting Edge 2057074180	
2	Public Works	Caterpillar Level Cut End Bit Overlay	
1	Public Works	2006 Bust Hog Mod# 2610L1	12-01816

**GROUP ADOPTION AGREEMENT**

**FOR THE**

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA**

**AND**

**WALTON COUNTY**



**ADOPTION AGREEMENT**

This Agreement is made and entered into by and among the Association County Commissioners of Georgia (hereinafter called ACCG), Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross Blue Shield and Walton County's Board of Commissioners (hereinafter County), this 1st day of November, 2022.

WITNESSETH

Whereas, ACCG desires to assist Counties (defined as Georgia Counties which are members of ACCG, in good standing, consolidated city-county governments and any public authority, commission, board, or similar body created or activated by an Act of the General Assembly, or by resolution or ordinance of the governing authority of a county, individually or jointly with any other political subdivision or subdivisions of the State of Georgia, pursuant to the Constitution of the State or an Act of the General Assembly, and which carries out its functions on a county-wide basis, a multi-county basis or wholly within the unincorporated area of a county) in obtaining competitive rates for group health and dental insurance, group life and accidental death and dismemberment insurance for Counties' employees;

Whereas, Anthem Blue Cross Blue Shield and its affiliates are in the business of providing group health and dental insurance, group life and accidental death and dismemberment insurance, and desire to sell such insurance (hereinafter called the Insurance Products) to Counties;

Whereas, ACCG and Anthem Blue Cross Blue Shield have entered into a Sponsorship Agreement dated February 8, 2000 wherein ACCG shall sponsor the Insurance Products sold and administered by Anthem Blue Cross Blue Shield to the Counties;

Whereas, all Insurance Products may be fully insured by Anthem Blue Cross Blue Shield without a right of assessment against the Counties; or at the written option of individual counties, a county may be self-insured for medical and/or dental coverage. Such self-insured counties shall be responsible for paying all administrative fees, reinsurance charges and claim charges specific to their account.

Now therefore in consideration of the foregoing premises and the mutual promises and covenants contained hereafter, the parties hereto, intending to be legally bound, agree as follows:

1. Anthem Blue Cross Blue Shield shall offer the Insurance Products according to standard Underwriting criteria to County, which is an eligible County as defined herein, as such Insurance Products are set forth in the Master Contracts between Anthem Blue Cross Blue Shield and County.
  
2. Anthem Blue Cross Blue Shield shall administer and carry out the day-to-day operations of the Insurance Products, including, but not limited to the processing and payment of claims.

- 3. County shall agree to pay all premiums (or if self-insured all administrative fees, reinsurance charges and claims charges specific to its account) when due to Anthem Blue Cross Blue Shield for the term of the Insurance Products.
  
- 4. County agrees to consider the enactment, if required, of an ordinance authorizing County to enter into this Agreement and all other Agreements related hereto.
  
- 5. County hereby subscribes to the Anthem Blue Cross Blue Shield Insurance Products, and acknowledges that County shall look solely to Anthem Blue Cross Blue Shield for the responsibility to operate, control, care, manage and service the Insurance Products during their terms. County will make no claim against ACCG based on ACCG's sponsorship, marketing, service or communication of the Insurance Products. Without limiting the forgoing, County hereby agrees that it shall never demand of ACCG the payment of any money with respect to the Insurance Products and the Adoption Agreement; and that ACCG shall have no obligations, liabilities or responsibilities with respect to County's rights of action, causes of actions, arbitrations, disputes or other adversarial proceedings that may arise out of the relationship between the County and Anthem Blue Cross Blue Shield by and through this Adoption Agreement or the Insurance Products.
  
- 6. If a Member County enrolled under the Program terminated its coverage there under, that Member County shall not again be eligible for coverage under the Insurance Products until at least twenty-four (24) months shall have elapsed

from the date of said termination. Subject to the foregoing, County shall have the right to terminate its participation in this Agreement upon sixty (60) days written notice to the other parties hereto.

- 7. County hereby acknowledges that it shall have no property rights and no vested rights of any sort in the premium or other fees or charges paid to Anthem Blue Cross Blue Shield for the Insurance Products, and all property rights or vested interests of any sort in the premium, or other charges or fees paid, or any remainder thereof, other than those exclusively held by Anthem Blue Cross Blue Shield, shall belong solely to ACCG. [
  
- 8. This Agreement shall be governed by Georgia law, not including its choice of law provisions.
  
- 9. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same instrument.

IN WITNESS WHEREOF ACCG, Anthem Blue Cross Blue Shield and Walton County have caused this Agreement to be executed, by the signatures of their duly authorized officers below.

ANTHEM BLUE CROSS BLUE SHIELD

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

Title: \_\_\_\_\_

ASSOCIATION COUNTY  
COMMISSIONERS OF GEORGIA

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

Title: Executive Director

WALTON COUNTY

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**INTERDEPARTMENT CORRESPONDENCE**

FILE	OFFICE	Gainesville
	DATE	October 5, 2022

FROM: Jason Dykes P.E., District Traffic Engineer

TO: Alan Davis, P.E., State Traffic Engineer

SUBJECT: Walton County LOR #297-10-2022

Attached below is a copy of the updated List of Roads for Walton County. The update reflects the following Changes:

- Addition and the updating of off-systems routes inside the City of Social Circle

Please save a copy of the attachment for your records and forward the correspondence to the Department of Public Safety. Should you have any questions or comments, please contact Jonathan Peavy at 770-533-8276

JD\jp\pn\rc  
Attachments



Walton County is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS**  
for  
**WALTON COUNTY**

**ON-SYSTEM ROADWAYS**

**ALL ON SYSTEM ROUTES HAVE BEEN VERIFIED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION**

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 10	<b>Loganville</b>	Gwinnett County Line	00.00	300' east of State Route 81	01.83	01.83	45
SR 10	<b>Loganville</b>	300' east of State Route 81	01.83	56' east of Tom Brewer Road (East Loganville City Limits)	02.62	00.79	55
SR 10		56' east of Tom Brewer Road (East Loganville City Limits)	02.62	1003' east of Lee Peters Road (West Between City Limits)	05.74	03.12	55
SR 10	<b>Between</b>	1003' east of Lee Peters Road (West Between City Limits)	05.74	1742' west of Youth Monroe Road (East Between City Limits)	06.76	01.02	50
SR 10		1742' west of Youth Monroe Road (East Between City Limits)	06.76	1373' east of Smith Road (West Monroe City Limits)	08.80	02.04	55
SR 10	<b>Monroe</b>	1373' east of Smith Road (West Monroe City Limits)	08.80	370' east of Cherry Hill Road (East Monroe City Limits)	13.59	04.79	55
SR 10		370' east of Cherry Hill Road (East Monroe City Limits)	13.59	Oconee County Line	21.15	07.56	55
SR 10 Business	<b>Monroe</b>	State Route 10	00.00	2077' west of State Route 138	00.44	00.44	45
SR 10 Business	<b>Monroe</b>	2077' west of State Route 138	00.44	100' east of Jackson Street	02.56	02.12	35
SR 10 Business * <b>SCHOOL ZONE</b> * <b>**ATESD**</b>	<b>Monroe George Walton Academy School Days Only</b>	575' west of George Walton Academy Drive	00.99	530' east of George Walton Academy Drive	01.20	00.21	30
SR 10 Business	<b>Monroe</b>	100' east of Jackson Street	02.56	67' west of Milledge Avenue	02.80	00.24	30
SR 10 Business	<b>Monroe</b>	67' west of Milledge Avenue	02.80	168' east of Hammond Drive	03.55	00.75	35
SR 10 Business	<b>Monroe</b>	168' east of Hammond Drive	03.55	State Route 10	04.10	00.55	45

**LIST NUMBER 297-10-2022**

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 11	<b>Social Circle</b>	Newton County Line	00.00	489' south of McGarity Road (North Social Circle City Limits)	05.10	05.10	55
SR 11		489' south of McGarity Road (North Social Circle City Limits)	05.10	260' north of South Madison Avenue (South Monroe City Limits)	11.35	06.25	55
SR 11	<b>Monroe</b>	260' north of South Madison Avenue (South Monroe City Limits)	11.35	417' north of South Madison Avenue	11.38	00.03	55
SR 11	<b>Monroe</b>	417' north of South Madison Avenue	11.38	542' south of Walker Drive	11.84	00.46	45
SR 11	<b>Monroe</b>	542' south of Walker Drive	11.84	157' south of Mears Street	12.48	00.64	35
SR 11	<b>Monroe</b>	157' south of Mears Street	12.48	Alcovy Street	12.86	00.38	30
SR 11	<b>Monroe</b>	Alcovy Street	12.86	Walton Street	13.35	00.49	25
SR 11	<b>Monroe</b>	Walton Street	13.35	150' north of Marable Street	13.58	00.23	30
SR 11	<b>Monroe</b>	150' north of Marable Street	13.58	Mayfield Drive	14.05	00.47	35
SR 11	<b>Monroe</b>	Mayfield Drive	14.05	213' north of Charlotte Rowell Blvd (North Monroe City Limits)	15.02	00.97	45
SR 11		213' north of Charlotte Rowell Blvd (North Monroe City Limits)	15.02	1337' north of Alton Green Road	16.77	01.75	45
SR 11		1337' north of Alton Green Road	16.77	881' north of Mountain Creek Church Road (South End)	17.35	00.58	50
SR 11		881' north of Mountain Creek Church Road (South End)	17.35	Barrow County Line	20.91	03.56	55
SR 12/US 278		Newton County Line	00.00	4957' west of East Hightower Trial (West Social Circle City Limits)	00.65	00.65	55
SR 12/US 278	<b>Social Circle</b>	4957' west of East Hightower Trial (West Social Circle City Limits)	00.65	2833' west of East Hightower Road (West Social Circle City Limits)	01.05	00.40	55
SR 12/US 278		2833' west of East Hightower Road (West Social Circle City Limits)	01.05	Morgan County Line	02.11	01.06	55
SR 20	<b>Loganville</b>	Gwinnett County Line	00.00	State Route 81	00.35	00.35	45
SR 20	<b>Loganville</b>	State Route 81	00.35	State Route 81	00.58	00.23	35
SR 20	<b>Loganville</b>	State Route 81	00.58	State Route 10	01.01	00.43	25
SR 20	<b>Loganville</b>	State Route 10	01.01	304' west of Huntington Drive	01.31	00.30	35

**LIST NUMBER 297-10-2022**

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 20	<b>Loganville</b>	304' west of Huntington Drive	01.31	1186' east of N. Sharon Church Road (East Loganville City Limits)	02.05	00.74	45
SR 20		1186' east of N. Sharon Church Road (East Loganville City Limits)	02.05	661' west of Thompson Road	03.26	01.21	45
SR 20		661' west of Thompson Road	03.26	912' west of Center Hill Church Road	05.67	02.41	55
SR 20		912' west of Center Hill Church Road	05.67	1889' west of Irvin Drive	06.70	01.03	45
SR 20		1889' west of Irvin Drive	06.70	Rockdale County Line	07.14	00.44	55
SR 81		Newton County Line	00.00	1214' north of Malcolm Lane (South Walnut Grove City Limits)	02.15	02.15	55
SR 81 * <b>SCHOOL ZONE</b> *	<b>Walnut Grove Walnut Grove Elementary School School Days Only</b>	845' north of Cannon Farm Road	01.51	317' south of Malcolm Lane	01.87	00.36	45
SR 81	<b>Walnut Grove</b>	1214' north of Malcolm Lane (South Walnut Grove City Limits)	02.15	149' south of Habersham Circle	02.40	00.25	45
SR 81	<b>Walnut Grove</b>	149' south of Habersham Circle	02.40	54' south of Park Street	02.95	00.55	35
SR 81	<b>Walnut Grove</b>	54' south of Park Street	02.95	268' south of Michelle Court (North Walnut Grove City Limits)	03.40	00.45	45
SR 81		268' south of Michelle Court (North Walnut Grove City Limits)	03.40	1181' south of Youth-Jersey Road	04.98	01.58	55
SR 81		1181' south of Youth-Jersey Road	04.98	73' north of Atkinson Road	06.17	01.19	45
SR 81 * <b>SCHOOL ZONE</b> *	<b>Youth Middle School School Days Only</b>	774' south of Youth-Jersey Road	05.06	1192' north of Youth-Jersey Road	05.44	00.38	35
SR 81		73' north of Atkinson Road	06.17	750' south of Tig Knight Road	07.83	01.66	55
SR 81		750' south of Tig Knight Road	07.83	230' south of Tig Knight Road (South Loganville City Limits)	07.97	00.14	45
SR 81	<b>Loganville</b>	230' south of Tig Knight Road (South Loganville City Limits)	07.97	State Route 10	09.38	01.41	45
SR 81	<b>Loganville</b>	<b><i>This segment of roadway runs common with State Route 10 from MP 09.38 to MP 09.77 for a total of 00.39 miles</i></b>					
SR 81	<b>Loganville</b>	State Route 10	09.77	State Route 20	10.44	00.67	35

**LIST NUMBER 297-10-2022**

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 81 * <b>SCHOOL ZONE</b> *	<b>Loganville Bay Creek Elementary School Days Only</b>	310' north of State Route 10	09.83	307' north of Covington Street	10.08	00.25	30
SR 81	<b>Loganville</b>	<b><i>This segment of roadway runs common with State Route 20 from MP 10.44 to MP 10.68 for a total of 00.24 miles</i></b>					
SR 81	<b>Loganville</b>	State Route 20	10.68	715' north of Shannon Road	11.76	01.08	45
SR 81	<b>Loganville</b>	715' north of Shannon Road	11.76	964' south of Bay Creek Church Road (North Loganville City Limits)	12.23	00.47	55
SR 81		964' south of Bay Creek Church Road (North Loganville City Limits)	12.23	934' south of Bold Springs Church Road	17.83	05.60	55
SR 81		934' south of Bold Springs Church Road	17.83	1578' south of June Ivey Road	18.77	00.94	45
SR 81		1578' south of June Ivey Road	18.77	Barrow County Line	19.86	01.09	55
SR 83		Morgan County Line	00.00	53' north of Nunnally Shoals Road (South Good Hope City Limits)	03.23	03.23	55
SR 83	<b>Good Hope</b>	53' north of Nunnally Shoals Road (South Good Hope City Limits)	03.23	2382' south of State Route 186	03.49	00.26	55
SR 83	<b>Good Hope</b>	2382' south of State Route 186	03.49	300' north of Jacks Creek Road	04.18	00.69	45
SR 83	<b>Good Hope</b>	300' north of Jacks Creek Road	04.18	754' north of Bearden Road (North Good Hope City Limits)	04.56	00.38	55
SR 83		754' north of Bearden Road (North Good Hope City Limits)	04.56	1390' south of Piedmont Parkway (South Monroe City Limits)	08.19	03.63	55
SR 83	<b>Monroe</b>	1390' south of Piedmont Parkway (South Monroe City Limits)	08.19	1291' south of Piedmont Parkway	08.21	00.02	55
SR 83	<b>Monroe</b>	1291' south of Piedmont Parkway	08.21	State Route 10	08.99	00.78	45
SR 138		Newton County Line	00.00	64' east of Cannon Farm Road	00.82	00.82	45
SR 138		64' east of Cannon Farm Road	00.82	2064' east of Guthrie Cemetery Road (West Walnut Grove City Limits)	01.75	00.93	55

**LIST NUMBER 297-10-2022**

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 138	<b>Walnut Grove</b>	2064' east of Guthrie Cemetery Road (West Walnut Grove City Limits)	01.75	1320' west of State Route 81	02.07	00.32	45
SR 138	<b>Walnut Grove</b>	1320' west of State Route 81	02.07	1426' east of State Route 81	02.59	00.52	35
SR 138	<b>Walnut Grove</b>	1426' east of State Route 81	02.59	773' east of Forrester Cemetery Road	02.98	00.39	45
SR 138	<b>Walnut Grove</b>	773' east of Forrester Cemetery Road	02.98	3063' east of Forrester Cemetery Road (East Walnut Grove City Limits)	03.41	00.43	55
SR 138		3063' east of Forrester Cemetery Road (East Walnut Grove City Limits)	03.41	1246' west of Michael Ethison Road	09.26	05.85	55
SR 138		1246' west of Michael Ethison Road	09.26	1025' west of Michael Etchison Road (West Monroe City Limits)	09.30	00.04	45
SR 138	<b>Monroe</b>	1025' west of Michael Etchison Road (West Monroe City Limits)	09.30	State Route 10 westbound on/off ramp	10.44	01.14	45
SR 186	<b>Good Hope</b>	State Route 83	00.00	1290' east of State Route 83	00.25	00.25	45
SR 186	<b>Good Hope</b>	1290' east of State Route 83	00.25	898' west of Jim Edmondson Road (East Good Hope City Limits)	00.70	00.45	55
SR 186		898' west of Jim Edmondson Road (East Good Hope City Limits)	00.70	1056' west of Jones Road	05.94	05.24	55
SR 186		1056' west of Jones Road	05.94	Oconee County Line	06.82	00.88	45
SR 402 I-20	<b>Social Circle</b>	Newton County Line	101.39	Morgan County Line	102.87	01.48	70

## OFF-SYSTEM ROADWAYS

**ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION**

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
AD Farmer Road		Moina Michael Road	Ashe Road	00.60	35
Albert Clark Road		Cornish Mtn Ch Rd	Newton County Line	00.13	25
Alton Green Road		SR 11	Walker Park Drive	00.28	25
Anglin Road		Green Circle	Youth Jersey Road	01.05	35
Ashland Farm Road		Cannon Farm Road	Newton County Line	00.81	25
Atha Circle		SR 81	Atha Circle	02.13	25
Adcock Road		Hester Town Road	Old Monroe Highway	01.15	50
Alcova Drive	<b>Social Circle</b>	South City Limits	Laurel Lane	01.40	45
Alcova Drive	<b>Social Circle</b>	Laurel Lane	West Hightower Trail	00.60	35
Alcova Drive  <b>*SCHOOL ZONE*</b>	<b>Social Circle Social Circle Middle-Highschool SCHOOL DAYS ONLY</b>	Laurel Lane	West Hightower Trail	00.60	25
Alcovy Mountain Road		Dean Hill Road	Whitney Road	00.50	50
Alcovy Mountain Road		Whitney Road	State Route 11	01.14	45
Alcovy Station Road		Newton County Line	1320' from Jersey City Limits	02.94	55
Alcovy Station Road		1320' from Jersey City Limits	Jersey City Limits	00.25	50
Alcovy Station Road	<b>Jersey</b>	Social Circle/Jersey Road	City Limits	00.29	45
Alcovy Station Road		Jersey City Limits	Jersey-Social Circle Road	00.30	40
Amber Stapp Studdard Road		Hawkins Academy Road	Knox Chapel Road	01.54	45
Amber Stapp Studdard Road		Knox Chapel Road	East Hightower Trail	00.77	35
Ammons Bridge Road		H.D. Atha Road	Ammons Bridge	02.05	45
Ammons Bridge Road		Culvert	Monroe-Jersey Road	01.34	35
Anne P. Henderson/ Fairplay Drive	<b>Social Circle</b>	Oak Street	900' north of Ingles Street	00.41	25
Anne P. Henderson/ Fairplay Drive	<b>Social Circle</b>	900' north of Ingles Street	600' north of Ronthor Drive	00.37	35
Anne P. Henderson/ Fairplay Drive	<b>Social Circle</b>	600' north of Ronthor Drive	west City Limits	00.82	45
Arnold Dairy Farm Road		Whitney Road	Lemons Road	00.50	45
Arnold Dairy Farm Road		Lemons Road	Jersey-Social Circle Road	02.68	55
Ash Road		State Route 83	Brindle Farmer Road	01.40	45
Atkinson Road		State Route 81	Tom Brewer Road	01.43	35



**LIST NUMBER 0297-01-2022**

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Bay Creek Church Road		SR 10	SR 81	02.80	50
Bay Creek Road		Lee Byrd Road	Bay Creek Church Road	01.44	35
Bearden Road		Snows Mill Road	Thompson Drive	00.29	35
Bearden Road		Thompson Drive	SR 83	01.93	45
Bethany Church Road		Snows Mill Road	Harry Arnold Road	00.86	45
Bethany Church Road		Harry Arnold Road	The Culvert	00.44	35
Bethany Church Road		The Culvert	Jacks Creek Road	02.38	45
Blasingame Road		Old Monroe/Madison Hwy	Gene Bell Road	00.72	35
Bentley Road		SR 81	Bold Springs Road	00.74	25
Bethel Church Road		Snows Mill road	Jacks Creek Road	01.40	35
Bold Springs Road		Gwinnett County Line	Loth Wages road	00.93	50
Bold Springs Road		Loth Wages road	SR 81	00.44	40
Bold Springs Road		SR 81	Roscoe Davis Road	05.95	50
Bold Springs Road		Roscoe Davis Road	Alton Green Road	00.37	45
Bold Springs Road		Alton Green Road	SR 11	00.44	35
Bradley Gin Road		State Route 10	Sims Bridge Road	03.81	50
Bradley Gin Road		Mt. Vernon Road	Sims Bridge Road	00.80	45
Braswell Church Road		Preston Road	State Route 83	01.84	45
Brindle Farmer Road		Ash Road	Chandler Road	01.12	45
Broach Road		Dry Pond Road	Shoal Creek Road	01.19	50
Broach Spur		Shoal Creek Road	Broach Road	01.11	35
Broadnax Mill Road		Old Broadnax Mill Road	Youth-Monroe Road	02.87	55
Broadnax Mill Road		Youth-Monroe Road	Youth-Jersey Road	01.95	45
Brown Hill Church Road		Mt. Paron Church Road	Pannell Road	01.62	35
Browning Shoals Road		Knox Chapel Road	Social Circle-Fairplay Road	02.22	40
Buck Smith Road		Gum Creek Church Road	State Route 81	00.62	35
Bullock Bridge Road		State Route 81	Bullock Trail	00.60	35
Bullock Bridge Road		Bullock Trail	Piney Grove Road	00.64	45
Bullock Bridge Road		Alcovy River Bridge	Double Springs Road	00.83	35
Bunk Tillman Road		Old Athens Highway	Michael Road	01.14	35
Camp Lake Road		SR 138	Cul-de-sac	00.43	25
Cannon Drive	<b>Social Circle</b>	Spring Street	City Limits	01.60	35
Cannon Farm Road		State Route 138	Hill View Drive	01.46	25
Cannon Farm Road		State Route 81	State Route 138	01.84	35
Carl Davis Road		Bold Springs Road	County Road 341	00.78	55
Carl Moon Road		Michael Road	Bradley Gin Road	00.79	35
Cedar Ridge Road		State Route 10	Double Springs Church Road	01.80	35
Center Hill Church Road		State Route 81	Guthrie Road	04.14	55

**LIST NUMBER 0297-01-2022**

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Center Hill Church Road * <b>SCHOOL ZONE</b> *	<b>Youth Elementary School</b> <b>SCHOOL DAYS ONLY</b>	345' west of State Route 81	1085' east of Bomac Court	00.25	35
Center Hill Church Road		Guthrie Road	The Culvert	01.22	45
Center Hill Church Road		The Culvert	State Route 20	01.63	55
Centerville Rosebud Road		Gwinnett County Line	State Route 20	00.75	45
Chandler Road		State Route 83	Old Monroe-Madison Highway	02.83	45
Chandler Haulk Road		Johnson Road	Loganville City Limits	00.23	35
Cheek Road		State Route 10	Lockland Road	01.73	50
Chicks Bridge Road		Pannell Road	Mt. Paron Church Road	02.10	35
Church Street	<b>Walnut Grove</b>	State Route 81	Park Street	00.30	25
Clarence Odum Road		Shoal Creek Road	John Stowe Road	01.70	40
Claude Brewer Road		State Route 81	Rabbit Farm Road	01.47	40
Claude Brewer Road		Rabbit Farm Road	Loganville City Limits	01.88	50
Clegg Farm Road		Jersey-Social Circle Road	Social Circle City Limits	00.99	30
Coggins Road		SR 138	SR 138	00.64	25
Cornish Mountain Church Road		Lower Jersey Road	Jersey-Covington Road	01.71	45
Cook Road		Broadnax Mill Road	Youth Jersey Road	00.63	25
County Line Road		Alcovy Station Road	Social Circle City Limits	02.30	45
Cown Road		SR 10/US 78	Piney Grove Road	01.41	35
Criswell Road		State Route 11	Monroe-Jersey Road	01.75	50
Dally Road		Jersey-Social Circle Road	Alcovy Station Road	01.75	35
Daniel Cemetery Road		John Stowe Road	Shoal Creek Road	00.80	45
Darel Drive		Hancock Drive	Davis Academy Road	01.11	45
Davis Academy Road		Morgan County Line	State Route 12	00.54	45
Dean Hill Road		Monroe-Jersey Road	Alcovy Mountain Road	01.50	35
Dial Road		State Route 11	Pannell Road	00.75	55
Double Bridges Road		Old Monroe Madison Hwy	Sheets Cemetery Road	00.60	35
Double Springs Church Road		State Route 11	Friendship Church Road	01.17	45
Double Springs Church Road		Friendship Church Road	New Hope Church Road	03.10	35
Double Springs Road		State Route 81	1500' east of New Hope Church Road	03.60	50
Double Springs Road		1500' east of New Hope Church Road	2290' west of Dewey Hogan Road	01.04	40
Double Springs Road		2290' west of Dewey Hogan Road	Bold Springs Road	01.72	50
Dry Pond Road		Shoal Creek Road	Broach Road	01.68	35

**LIST NUMBER 0297-01-2022**

<b>ROAD NAME</b>	<b>WITHIN THE CITY/TOWN LIMITS OF and/or School Name</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMITS</b>
Dry Pond Road		Broach Road	Mt. Vernon Road	01.33	50
East Hightower Trail	<b>Social Circle</b>	North Cherokee Road	700' west of Thurman Baccus Road	00.99	35
East Hightower Trail	<b>Social Circle</b>	700' west of Thurman Baccus Road	1320' east of Thurman Baccus Road	00.39	45
East Hightower Trail	<b>Social Circle</b>	1320' east of Thurman Baccus Road	east City Limits	00.76	55
East Hightower Trail		Social Circle City Limits	State Route 12	00.87	55
Ebenezer Church Road		Pannell Road	Social Circle-Fairplay Road	00.71	45
Edmondson Road		SR 10 / US 78	Old Athens Hwy	01.10	35
Eliza Doster Road		State Route 11	Emmett Doster Road	00.66	35
Emmett Doster Road		Shoal Creek Road	The Culvert	01.07	45
Emmett Doster Road		The Culvert	State Route 11	00.82	55
Emmett Still Road		Center Hill Church Road	Guthrie Cemetery Road	02.05	45
Etchinson Road		Piney Grove Road	Lee Peters Road	01.88	45
Fannie Thompson Road		Nicholson Road	Carl Davis Road	01.95	45
Forrester Cemetery Road		Jersey-Walnut Grove Road	State Route 138	02.64	35
Friendship Church Road		Double Springs Church Road	State Route 11	01.25	45
Gauntt Road		Lower Jersey Road	Cornish Mtn. Church Road	01.53	25
Gene Bell Road		Old Monroe-Madison Highway	Good Hope Road (Old 83)	01.88	50
Gene Bell Road * <b>SCHOOL ZONE</b> *	<b>Carver Middle School SCHOOL DAYS ONLY</b>	1750' from Good Hope Road	250' from Good Hope Road	00.28	40
George Williams Road		Carl Davis Road	SR 11	01.92	35
Giles Road		Thompson Mill Road	Nunnally Farm Road	00.78	35
Good Hope/Pleasant Valley Road	<b>Good Hope</b>	State Route 83	1320' from State Route 83	00.25	35
Good Hope/Pleasant Valley Road	<b>Good Hope</b>	1320' from State Route 83	West City Limits	00.52	45
Good Hope Road (Old 83)		State Route 83	Monroe City Limits	00.76	55
Good Hope Road (Old 83) * <b>SCHOOL ZONE</b> *	<b>Carver Middle School SCHOOL DAYS ONLY</b>	750' W from Gene Bell Road	750' E from Gene Bell Road	00.30	30
Gordon Reynolds Road		Cornish Mtn church Road	Jersey Covington Road	00.48	35
Grady Lemonds Road		Lipscomb Road	Social Circle-Fairplay Road	01.22	35
Grady Smith Road		Bay Creek Church Road	Bos Circle	02.08	35

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<b>ROAD NAME</b>	<b>WITHIN THE CITY/TOWN LIMITS OF and/or School Name</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMITS</b>
Gratis Road		Monroe City Limits	Gratis Community House Road	04.93	55
Gratis Road		Gratis Community House Road	Shoal Creek Road	00.37	45
Greenhill Way	<b>Walnut Grove</b>	Park Street	Church Street	00.50	25
Greenhill Way	<b>Walnut Grove</b>	Park Street	Church Street	00.50	25
Green Road		N. Sharon Church Road	Center Hill Church Road	01.49	35
Gum Creek Church Road		Center Hill Church Road	State Route 81	01.80	35
Gum Creek Spur		Center Hill Church Road	Gum Creek Church Road	00.42	40
Guthrie Cemetery Road		State Route 138	State Route 81	02.44	35
Guthrie Road		Center Hill Church Road	Green Road	00.53	35
Habersham Circle	<b>Walnut Grove</b>	State Route 81	Dead End	00.30	30
Hancock Rd		SR 12 /US 278	Social Circle City Limits	01.34	35
Harmony Church Road		Pannell Road	Old Monroe-Madison Highway	01.40	55
Harris Rockmore Loop		Jersey Walnut Grove Rd	Harris Rockmore Rd	01.00	35
Harris Rockmore Road		Lower Jersey Road	Jersey-Walnut Grove Road	01.00	35
Harrison Shoals Rd		Miller Bottom Rd	Rockdale County Line	01.15	35
Harry Arnold Rd		Bethany Ch Rd	Jim Daws Rd	00.65	35
Hawkins Academy		Morgan County Line	Knox Chapel Road	01.61	50
Hawkins Academy		Knox Chapel Road	1320' from the bridge	00.95	35
Hawkins Academy		1320' from the bridge	Social Circle-Fairplay Road	00.54	45
H.D. Atha Road		Youth-Monroe Road	Sardis Church Road	00.40	35
H.D. Atha Road		Sardis Church Road	Monroe-Jersey Rd	04.91	45
H.D. Atha Road		Monroe-Jersey Rd	Social Circle-Jersey Road	02.98	55
H.D. Atha Road		Social Circle-Jersey Road	County Line Road	02.37	45
H.D. Atha Road * <b>SCHOOL ZONE</b> *	<b>H.D. Atha Road Elementary SCHOOL DAYS ONLY</b>	Woodlake Boulevard	Dutch Mill Drive	00.33	35
Hearn Road		Mt. Vernon Road	Michael Road	00.67	35
Hester Town Road		Pannell Road	Adcock Road	00.48	45
Hester Town Road		Adcock Road	Morgan County Line	03.37	55
H.H. Chandler Road		Chandler Road	Nunnally Shoals Road	00.93	45
Hickory Grove Church Road		Bold Springs Road	Double Springs Road	02.10	35
Hightower Trail		Newton County Line	State Route 81	00.75	45
Hightower Trail	<b>Social Circle</b>	State Route 11	700' west of County Road 202	00.99	30
Hightower Trail	<b>Social Circle</b>	700' west of County Road 202	1320' east of County Road 202	00.38	40

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ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Hightower Trail	<b>Social Circle</b>	1320' east of County Road 202	East City Limits	00.76	50
Hill View Drive		Old Highway 138	Cul-de-sac	01.00	25
Hodges Rd		Broadnax Mill Rd	Tom Brewer Rd	00.88	35
Ho-Hum Hollow Road		State Route 10	Youth-Monroe Road	01.40	30
Horseshoe Road		Broadnax Mill Road	Old Broadnax Mill Road	01.03	25
Ike Stone Road		Michael Road	Gratis Road	03.59	55
Ivie Road		Simmons Road	Lipscomb Road	00.68	45
Jack Glass Road		Perry Smith Road	Tom C. Camp Road	00.94	55
Jack Glass Road		Tom C. Camp Road	Barrow County Line	00.99	45
Jack Pittman Road		State Route 81	Loth Wages Road	01.17	35
Jacks Creek Road	<b>Good Hope</b>	State Route 83	1500' from State Route 83	00.28	35
Jacks Creek Road	<b>Good Hope</b>	1500' from State Route 83	Good Hope City Limits	00.45	45
Jacks Creek Road		Good Hope City Limits	State Route 10	04.38	55
James Huff Road		State Route 10	Gratis Road	01.49	55
James Powers Road		Dewey Hogan Road	Bold Springs Road	01.40	35
Jersey-Covington Road		Newton County Line	Alcovy Station Road	01.79	55
Jersey-Social Circle Road		Monroe-Jersey Road	High School Road	00.66	30
Jersey-Social Circle Road		High School Road	Jersey City Limits	00.38	35
Jersey-Social Circle Road		Jersey City Limits	Greendale Road	00.29	45
Jersey-Social Circle Road		Greendale Road	Social Circle City Limits	03.64	55
Jersey-Walnut Grove Road		State Route 81	Jersey City Limits	02.80	55
Jersey-Walnut Grove Road		Jersey City Limits	Monroe-Jersey Road	00.30	45
Jim Daws Road		Snows Mill Road	Old Athens Highway	02.14	55
Jim Daws Road		Old Athens Highway	Mountain Creek Church Road	00.44	25
John W Breedlove Road		Mt. Vernon Road	Ike Stone Road	01.77	40
John Deere Road		State Route 11	Walton Road	00.88	45
John Stowe Road		Shoal Creek Road	Clarence Odum Road	01.10	45
John Stowe Road		Clarence Odum Road	Gratis Road	00.79	55
Jones Woods Road		Snows Mill Road	State Route 186	04.13	45
Johnson Rd		McCullers Rd	N Sharon Ch Rd	01.38	35
Jug Rd		Sims Bridge Rd	Bradley Gin Rd	00.77	35
June Ivey Road		State Route 81	Mitchell Road	00.65	50
June Ivey Road		Mitchell Road	Gwinnett County Line	00.75	40
Kirk Rd		Shoal Creek Rd	Emmett Doster Rd	00.64	35
Knights Cemetery Rd		Hestertown Rd	Pannell Rd	00.96	45

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ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Knox Chapel Road		East Hightower Trail	Morgan County Line	03.64	55
Laboon Road		State Route 83	Vasco Adcock Road	00.43	55
Laboon Road		Vasco Adcock Road	Peters Cemetery Road	01.00	45
Laboon Road		Peters Cemetery Road	Pleasant Valley Road	00.64	55
Lee Peters Road		New Hope Church Road	State Route 10	02.34	45
Lemons Rd		Arnold Dairy Farm Rd	Mahlon Smith Rd	00.63	45
Liberty Hill Church Rd		H.D. Atha Rd	Cul-de-sac	01.12	35
Lipscomb Road		Mt. Paron Church Road	Ivey Road	00.85	45
Lipscomb Road		Ivey Road	Grady Lemonds Road	00.50	35
Lipscomb Road		Grady Lemonds Road	1320' from Grady Lemonds Road	00.25	45
Lipscomb Road		1320' from Grady Lemonds Road	State Route 11	00.79	55
Lockland Road		Mt. Carmel Church Road	State Route 10	01.86	45
Loth Wages Rd		Bold Springs Rd	Dead End	01.58	45
Lower Jersey Road		Newton County Line	1320' from Jersey City Limits	02.02	55
Lower Jersey Road		1320' feet from Jersey City Limits	Jersey City Limits	00.25	45
Lower Jersey Road		Jersey City Limits	Jersey-Social Circle Road	00.38	35
Luther Adams Rd		Perry Smith Rd	Sims Bridge Rd	00.85	25
Macedonia Church Road		John Stowe Road	Mountain Creek Church Road	01.31	35
Mahlon Smith Road		State Route 11	State Route 11	00.86	45
Marce Camp Road		Broadnax Mill Road	Atkinson Road	01.26	45
Maughon Road		P.J. East Road	Youth-Jersey Road	00.92	35
McCullers Road		State Route 20	Center Hill Church road	01.62	45
McGarity Road		State Route 11	Arnold Dairy Farm Road	01.82	45
Michael Etchison Road		Ammons Bridge Road	State Route 138	02.03	35
Michael Road		Mt. Vernon Road	State Route 10	02.83	55
Miller Bottom Road		State Route 20	Rockdale County Line	02.83	45
Mitchell Road		June Ivey Road	Bold Springs Road	01.08	40
Moina Michael Road		State Route 83	State Route 186	02.19	50
Monroe/Jersey Road		Monroe City Limits	Criswell Road	00.21	35
Monroe/Jersey Road		Criswell Road	00.25 mile southwest of H.D. Atha Road	02.81	45
Monroe/Jersey Road		00.25 mile southwest of H.D. Atha Road	00.25-mile northeast of H.D. Atha Road	00.50	35
Monroe/Jersey Road		00.25-mile northeast of H.D. Atha Road	Jersey City Limits	02.07	45
Monroe/Jersey Road	<b>Jersey</b>	Jersey City Limits	Jersey Walnut Grove Road	00.49	45
Monroe/Jersey Road	<b>Jersey</b>	Jersey Walnut Grove Road	School House Road	00.23	35
Moon Road		State Route 20	Miller Bottom Road	00.82	35



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ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Mountain Creek Church Road		Bold Springs Road	Gratis Road	02.65	45
Mountain Creek Church Road		Gratis Road	Mt. Vernon Road	02.70	55
Mt Carmel Church Rd		Jacks Creek Road	Thurston Snow Rd	00.25	30
Mt Carmel Church Rd		Thurston Snow Rd	Jones Woods Rd	01.20	40
Mt Carmel Church Rd		Lockland Rd	Oconee County Line	00.53	35
Mt. Ena Church Road		Locklin Cemetery Road	Jacks Creek Road	01.09	30
Mt. Paron Church Road		State Route 11	Pleasant Valley Road	01.27	45
Mt. Paron Church Road		Pleasant Valley Road	Social Circle-FairPlay Road	04.35	55
Mt. Vernon Road		Gratis Road	Tommy Dillard Road	03.34	55
Mt. Vernon Road		Tommy Dillard Road	Bethany Church Road	00.91	45
Mt. Vernon Road		Bethany Church Road	Snows Mill Road	01.56	55
N Sharon Church Road		Center Hill Church Rd	Sharon Church Loop	01.97	55
N Sharon Church Road		Sharon Church Loop	SR 20	01.89	45
N Crosslane Road		Bold Springs Rd	Field Stone Way	01.16	35
New Hope Church Road		Ho-Hum Hollow Road	State Route 10	00.98	35
New Hope Church Road		State Route 10	Double Springs Road	02.31	45
Nicholsville Road		Bold Springs Rd	State Route 11	01.36	55
North Cherokee Road *School Zone*	<b>Social Circle</b> <b>Social Circle Elementary Middle and High Schools</b> <b>*School Days Only*</b>	West Hightower Trail	Annie P. Henderson Drive	00.50	25
North Cherokee Road	<b>Social Circle</b>	50' south of Annie P. Henderson Drive	182' south of Malcolm Road	00.75	35
North Cherokee Road	<b>Social Circle</b>	182' south of Malcolm Road	Bateman Drive	00.20	35
North Cherokee Road	<b>Social Circle</b>	Bateman Drive	State Route 11	00.20	45
Nunnally Farm Road		Giles Road	Dirt Rd	01.97	35
Nunnally Shoals Road		Old Monroe-Madison Highway	H.H. Chandler Road	01.39	35
Nunnally Shoals Road		H.H. Chandler Road	State Route 83	01.46	55
Old Athens Highway		Jack's Creek Bridge	James Huff Road	00.63	45
Old Athens Highway		James Huff Road	Mountain Creek Road	01.33	35
Old Athens Highway		Mountain Creek Church Road	Tommy Dillard Road	02.08	45
Old Broadnax Mill Road		State Route 10	Broadnax Mill Road	00.95	45

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ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Old Highway 138		State Route 138	State Route 138	01.73	45
Old Highway 138		State Route 138	Hill View Drive	02.05	35
Old Highway 138		Hill View Drive	Newton County Line	00.57	25
Old Highway 138	<b>Walnut Grove</b>	State Route 138	City Limits	00.30	35
Old Highway 81		Newton County Line	State Route 81	01.53	35
Old Monroe-Madison Highway		Pannell Road	Blasingame Road	00.25	45
Old Monroe-Madison Highway		Blasingame Road	Morgan County Line	06.51	55
Old Zion Cemetery Road		Bay Creek Church Road	Lee Byrd Road	01.66	45
Ozora Church Road		SR 81	Gwinnett County Line	00.69	50
Pannell Road		Vine Street	Dial Road	00.47	35
Pannell Road		Dial Road	Old Monroe-Madison Highway	00.87	45
Pannell Road		Old Monroe-Madison Highway	Morgan County Line	06.97	55
Park Street	<b>Walnut Grove</b>	Guthrie Cemetery Road	350' west of Walnut Court	00.57	25
Park Street	<b>Walnut Grove</b>	350' west of Walnut Court	State Route 81	00.45	25
Partain Road		Barrow County Line	Shoal Creek Road	01.66	45
Paul Smith Road		Forrester Cemetery Road	Jersey-Walnut Grove Road	01.16	35
Paul Verner Road		Ike Stone Road	Dry Pond Road	00.72	45
Penland Road		Monroe Jersey Road	H.D. Atha Rd.	00.81	35
Perry Smith Road		Barrow County Line	Shoal Creek Road	01.67	50
Peters Cemetery Road		Old Monroe/Madison Hwy.	Laboon Road	00.69	50
Pilot Road		Youth-Jersey Road	Forrester Cemetery Road	00.98	45
Piney Grove Road		Bullock Bridge Road	Etchinson Road	01.62	40
Piney Grove Road		Etchinson Road	Bay Creek Church Road	01.42	45
P.J. East Road		Monroe-Jersey Road	Youth-Jersey Road	02.66	55
Pleasant Valley Road		State Route 11	Good Hope City Limits	05.65	55
Pleasant Valley Road		Good Hope City Limits	State Route 83	00.77	45
Pointer Road		N Sharon Church Rd	McCullers Rd	01.30	35
Ponderosa Trail		Perry Smith Road	Jack Glass Rd	00.91	35
Poplar Street		Old Monroe-Madison Highway	Monroe City Limits	01.32	45
Powers Road		Snows Mill Road	Mt. Vernon Road	00.78	35
Preston Road		State Route 186	Braswell Church Road	01.57	45
Queens Cemetery Road		Old Monroe-Madison Highway	State Route 83	01.11	50
Rabbit Farm Road		Center Hill Church Road	Claude Brewer Road	02.60	45
Robertson Road		State Route 81	Youth-Jersey Road	00.71	45
Roscoe Davis Road		Bold Springs Rd	Friendship Church Rd	03.25	40
Rosebud Road		State Route 20	Gwinnett County Line	00.98	45

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ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Rowe Road		State Route 138	State Route 10	01.74	35
Roy Malcom Rd		Social Circle Fairplay Rd.	Social Circle City Limits	00.60	45
S. Crosslane Road		Bold Springs Road	Dirt Road	00.69	35
Sandy Creek Road		Miller Bottom Road	Center Hill Church Road	02.26	35
Sardis Church Road		Youth Monroe Rd	SR 10/US 78	00.66	35
Sharon Church Road		Center Hill Church Road	Sharon Church Loop	01.97	55
Sharon Church Road		Sharon Church Loop	State Route 20	01.89	45
Sharon Church Road		Center Hill Church Road	Miller Bottom Road	02.26	35
Sheets Cemetery Road		Queens Cemetery Road	Double Bridges Road	00.63	35
Shiloh Road		Bay Creek Church Road	State Route 81	01.69	45
Shoal Creek Road		State Route 11	Bradley Gin Road	04.17	45
Simmons Road		State Route 11	Whitney Road	01.55	40
Simms Bridge Road		Bradley Gin Road	Oconee County Line	01.45	45
Snip Dillard Road		Bradley Gin Road	State Route 10	00.66	35
Snook Thompson Road		SR 81	Old SR 81	00.35	25
Snows Mill Road		Oconee County Line	Jacks Creek Culvert	06.65	55
Snows Mill Road		Jacks Creek Culvert	State Route 83	00.65	45
Social Circle/Fairplay Road		Pannell Road	Grady Lemonds Road	06.19	55
Social Circle/Jersey Road	<b>Jersey</b>	Monroe-Jersey Road	City Limits	00.30	35
S. Sharon Church Road		Miller Bottom Road	Center Hill Church Road	02.26	35
South Cherokee Road	<b>Social Circle</b>	5' north of Cain Street	West Hightower Trail	00.20	25
South Cherokee Road	<b>Social Circle</b>	190' south of West Ash Street	170' south of Hickory Drive	00.26	30
South Cherokee Road	<b>Social Circle</b>	Spring Street	190' south of West Ash Street	00.16	35
South Cherokee Road	<b>Social Circle</b>	State Route 11	Spring Street	00.30	45
South Smith Road		Broadnax Mill Road	Marce Camp Road	00.48	25
Stewart Road		Youth-Jersey Road	Thompson Mill Road	01.50	35
Stewart Road		Thompson Mill Road	Broadnax Mill Road	01.45	25
Stock Gap Road		Double Springs Church Road	Bold Springs Church Road	01.84	25
Stock Road		Hickory Grove Church Road	Double Springs Church Road	01.44	25
Tanners Bridge Road		Bold Springs Road	Dirt Road	01.44	35
Thompson Mill Road		Broadnax Mill Road	Giles Road	00.94	35
Thompson Mill Road		Giles Road	Broadnax Mill Road	00.93	35
Thurman Baccus Road		Willow Springs Church Road	East Hightower Trail	01.88	35
Tig Knight Road		Atkinson Road	State Route 81	01.10	35
Tom Brewer Road		StateRoute 10	State Route 81	02.22	45
Tom C. Camp Road		Jack Glass Road	Partain Road	00.50	45

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ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Tommy Dillard Road		Michael Road	Mt. Vernon Road	01.98	45
Troy Smith Road		State Route 10	New Hope Church Road	02.16	45
Turkey Mountain Trail		Jacks Creek Road	Snows Mill Road	01.51	35
Walker Bennett Road		Center Hill Church Road	McCullers Road	00.62	25
Walker Park Drive		Bold Springs Road	SR 11	00.25	25
Wall Road		Mountain Creek Church Road	Jim Daws Road	00.91	45
Wall Road		Jim Daws Road	Edmondson Road	00.72	35
Walton Road		Mountain Creek Church Road	John Deere Road	00.46	45
Walton Road		John Deere Road	1320' from Monroe City Limits	00.97	55
Walton Road		1320' from Monroe City Limits	Monroe City Limits	00.25	45
Wayne Meadows Road		Nunnally Shoals Road	Queens Cemetery Road	00.52	45
West Hightower/Social Circle/Jersey Road	<b>Social Circle</b>	North Cherokee Road	300' west of Alcova Drive	00.50	25
West Hightower/Social Circle/Jersey Road	<b>Social Circle</b>	300' west of Alcova Drive	1700' west of Clover Drive	01.03	35
West Hightower/Social Circle/Jersey Road	<b>Social Circle</b>	1700' west of Clover Drive	City Limits	00.88	45
Whitehead Road		Cannon Farm Road	Hightower Trail	00.48	45
Whitney Road		Alcovy Mountain Road	Lipscomb Road	03.35	50
Willow Springs Church Road		Newton County Line	East Hightower Trail	01.69	40
Willow Springs Church Road	<b>Social Circle</b>	South City Limits	North City Limits	00.88	40
Youth-Jersey Road		State Route 81	Monroe-Jersey Road	05.21	55
Youth-Monroe Road		State Route 10	State Route 81	03.96	50

**\*SCHOOL ZONE HOURS ARE EFFECTIVE\***

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time –

**SCHOOL DAYS ONLY**

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time –

**SCHOOL DAYS ONLY**

**\*\* ATESD HOURS ARE EFFECTIVE\*\***

One hour before instructional classes begin until one hour after such instructional classes have concluded for the dismissal of school–

**SCHOOL DAYS ONLY.**

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

\_\_\_\_\_  
Chairperson, Board of Commissioners

\_\_\_\_\_  
Board of Commisioners

Sworn and Subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**INTERDEPARTMENTAL CORRESPONDENCE**

FILE OFFICE Gainesville  
Date January 19, 2022

FROM: Jason Dykes P.E., District Traffic Engineer

TO: Alan Davis, P.E., State Traffic Engineer

SUBJECT LOR 0297-01-2022, Walton County

Attached above is a copy of the updated LOR for Walton County. The update reflects the following changes to the previously approved 297-07-2020 LOR that was approved on 08/04/2020:

- *School Zone Speed Limit changed from 35mph to 45mph for Walnut Grove Elem School Zone on SR 81 in Walnut Grove from MP 1.51 to MP 1.87 per ETI dated 7/27/21.*
- *Termination of 45mph segment changed from 521' south of Lee Byrd Rd (MP 11.34) to 715' north of Shannon Rd (MP 11.76) on SR 81 in Loganville. Beginning of adjacent 55mph section changed in kind per ETI dated 04-02-2020.*
- *Mile Point at 964' south of Bay Creek Church Rd (North Loganville City Limits) changed from 11.42 to 12.23 to match the location description. Length of segments adjusted in kind per ETI dated 04-02-2020.*
- *ATESD added to On System, SR 10 Bus for George Walton Academy, per ATESD permit # SZ-297-03000-1 approved on 12-10-2021.*
- *Change the speed limit on Alcova Drive from Laurel Lane to W Hightower Trail from 45mph to 35 mph per City of Social Circle Resolution 2020-RES-10 signed 4/21/2020.*
- *Extend the School Zone for Social Circle Middle-High School and reduce the school zone speed from 35mph to 25mph per City of Social Circle Resolution 2020-RES-10 signed 4/21/2020.*
  - *Previously: From 1735' N of St Andrews Subdivision to 310' W Hightower Tr.*
  - *Now: From Laurel Lane to W Hightower Tr.*

Please save a copy of the attachment for your records and forward the correspondence to the Department of Public Safety.

Should you have any questions or comments, please contact Jonathan Peevy at 770-533-8276.

JD\jp\pn\py  
Attachment

STATE OF GEORGIA  
CITY OF SOCIAL CIRCLE

**ORDINANCE NO. ORD-2022-6**

**AN ORDINANCE TO REVISE CHAPTER 8 ("TRAFFIC AND PARKING") OF THE CODE OF ORDINANCES, CITY OF SOCIAL CIRCLE, GEORGIA TO AMEND THE REGULATIONS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the City has noticed a need to decrease speeds within the City limits on North Cherokee, South Cherokee, and Willow Springs Church Road for the safety of the citizens; and

**WHEREAS**, the City desires to clarify its parking ordinance; and

**WHEREAS**, the Mayor and City Council have determined that it is in the best interests of the citizens of Social Circle to amend the city ordinance to clarify its parking ordinance and to reduce speeds in certain areas and to promote the health, safety and welfare of the citizens;

**NOW, THEREFORE, BE IT ORDNANIED** by the Mayor and Council of the City of Social Circle, Georgia, and it is hereby ordained by authority of same, as follows:

**SECTION 1.** Section 8-2of the Social Circle Code of Ordinances shall be deleted and replaced with the follow:

“(a) *Parking limitations of certain areas of town.*

(1) *Loading/unloading zones.* The following are hereby designated loading/unloading zones in which parking shall be limited to ten minutes:

- a. The alley running behind the stores on the west side of Cherokee Road; and
- b. The alley running behind the stores on the east side of Cherokee Road.

(2) *Handicapped permit parking.* Only vehicles which have a current State of Georgia validly issued handicap permit may park in areas designated as handicap parking.

(3) *"No parking" area.* The following areas are designated as "no parking" areas are any area designated as golf cart or motorcycle parking only parking spaces, or any places designated “no parking.”

(4) *Enforcement.* a. All persons violating any provision of paragraphs (1), (2), [or] (3) will [be] guilty of a misdemeanor and, upon conviction, may be punished by a fine not to exceed \$100.00 per violation, each instance being considered a separate violation.”



**SECTION 2.** Section 8-2 (b) of the Social Circle Code of Ordinances shall be deleted and will be added as Section 8-3 and the other ordinances in the Code renumbered:

- (1) "The following speed zones are established based on a traffic engineering investigation as required by state law:

**List of Roadways  
On System**

State Route	Within the City / Town limits and /or School Name	From	Mile Point	To	Mile Point	Length in Miles	Speed Limit
SR 11 Social Circle Parkway	<b>Social Circle</b>	Newton County Line	0.00	Walton County Line	0.00	5.11	55
SR 12 /US 278	<b>Social Circle</b>	4957' West of East Hightower Trail (East of Social Circle City Limits)	00.65	1056' East of Hancock Road (West of Social Circle Limits)	01.05	00.41	55
SR 402 Interstate 20	<b>Social Circle</b>	Newton County Line	101.39	Morgan County Line	102.87	01.48	70

**List of Roadways  
Off System**

State Route	Within the City / Town limits and /or School Name	From	Mile Point	To	Mile Point	Length in Miles	Speed Limit
Alcova Drive	<b>Social Circle</b>	South City Limits		Laurel Lane		01.40	45
Alcova Drive	<b>Social Circle</b>	Laurel Lane		West Hightower Trail		00.60	35
Alcova Drive	<b>Social Circle</b>  <b>Social Circle Middle-High School</b>  <b>*School Days Only*</b>	Laurel Lane		West Hightower Trail		00.60	25
Annie P. Henderson Fairplay Drive	<b>Social Circle</b>	Oak Street		900' North of Ingles Street		00.41	25
Annie P. Henderson Fairplay Drive	<b>Social Circle</b>	900' North of Ingles Street		600' North of Ronthor Drive		00.37	35
Annie P. Henderson Fairplay Drive	<b>Social Circle</b>	600' North of Ronthor Drive		West City Limits		00.82	45
Cannon Drive	<b>Social Circle</b>	Spring Street		City Limits		1.6	35

State Route	Within the City / Town limits and /or School Name	From	Mile Point	To	Mile Point	Length in Miles	Speed Limit
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East Hightower Trail	<b>Social Circle</b>	Spring Street		700' West of Thurman Baccus Road		00.8	35
East Hightower Trail	<b>Social Circle</b>	700' West of Thurman Baccus Road		6864' East of Know Chapel Road		1.3	45
East Hightower Trail	<b>Social Circle</b>	528' East of Knox Chapel Road		East City Limits		00.5	55
North Cherokee Road	<b>Social Circle</b> <b>Social Circle Elementary Middle and High Schools</b> <b>*School Days Only*</b>	West Hightower Trail	01.33	Annie P. Henderson Drive	01.78	00.5	25
North Cherokee Road	<b>Social Circle</b>	50" South of Annie P. Henderson Drive	01.84	182' South of Malcolm Road	02.59	00.75	35
North Cherokee Road	<b>Social Circle</b>	182' South of Malcolm Road		Bateman Drive		00.2	35
North Cherokee Road	<b>Social Circle</b>	Bateman Drive		SR 11 Social Circle Parkway		00.2	45
South Cherokee Road	<b>Social Circle</b>	5' North of Cain Street	01.01	West Hightower Trail	01.84	00.2	25
South Cherokee Road	<b>Social Circle</b>	190' South of West Ash Street	00.75	170' South of Hickory Drive	01.01	00.26	30
South Cherokee Road	<b>Social Circle</b>	Spring Street		190' South of West Ash Street		00.16	35
South Cherokee Road	<b>Social Circle</b>	SR 11 Social Circle Parkway		Spring Street		00.3	45
West Hightower Trail	<b>Social Circle</b>	North Cherokee Road		300' West of Alcova Drive		00.5	25
West Hightower Trail	<b>Social Circle</b>	150' West of Alcova Drive		1700' West of Clover Drive	01.78	00.65	35
West Hightower Trail	<b>Social Circle</b>	1700' West of Clover Drive		East of City Limits		00.88	45
Willow Springs Church Road	<b>Social Circle</b>	South City Limits		North City Limits		00.88	25

**\*SCHOOL ZONE HOURS ARE EFFECTIVE\***

*A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time - SCHOOL DAYS ONLY*

*P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time - SCHOOL DAYS ONLY*

(2) It is unlawful to use radar detection devices on any state route, county road or city street not listed in this section.

(3) This section includes all construction/work zones on any state route posted with the statutory 40 miles per hour speed limit.

(4) Any person convicted of a violation of this section shall be punished as provided by state law.”

**SECTION 3.** Unless otherwise provided herein, the penalties provided for violations of this Ordinance are set out in the general penalties’ sections of the Code of Ordinances of the City of Social Circle, are under the authority of the Municipal Court as established by the Code and are hereby incorporated herein as if fully set out.


**SECTION 4.** Except as provided otherwise herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** Pursuant to the Section 2.25 of the City Charter, authority is hereby delegated to the City Clerk to cause this Ordinance to be numbered and codified in the City Code of Social Circle, Georgia, in such a way as to place this Ordinance in the Code in an organized and orderly sequence to maximize the organization of the Code. The City Clerk is authorized to designate to the City Attorney or to such other Mayor and Council approved contractors to assist in the effort to codify this provision provided the decision of the City Clerk is final as to the placement of this Ordinance within the City Code of Social Circle, Georgia. The goal of this authorization is to codify and number this Ordinance in the Code in such a way as to be clear and orderly.

**SECTION 6.** This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Social Circle, Georgia.

**SECTION 7.** It is hereby declared that if any phrase, sentence, or paragraph hereof shall be found or declared unconstitutional or invalid by a court of competent jurisdiction, the remaining phrases, sentences and paragraphs hereof shall remain in full force and effect as if enacted without the phrase, sentence, or paragraph declared unconstitutional or invalid.


SO ORDAINED this 16th day of August 2022.

  
David Keener, Mayor

ATTEST:

  
Susan M. Roper, City Clerk

APPROVED AS TO FORM:

  
Anthony O. L. Powell, City Attorney  
Powell & Edwards, P.C.

Adopted by the City Council at a regular called meeting on August 16, 2022.

4 Council members voting in favor

0 Council members voting against

0 Council members abstaining

## CONTRACT VERSION

State Route	Within the City / Town limits and /or School Name	From	Mile Point	To	Mile Point	Length in Miles	Speed Limit
East Hightower Trail	<b>Social Circle</b>	Spring Street		700' West of Thurman Baccus Road		00.99	35
East Hightower Trail	<b>Social Circle</b>	700' West of Thurman Baccus Road		1320' East of Thurman Baccus Road		00.39	45
East Hightower Trail	<b>Social Circle</b>	1320' East of Thurman Baccus Road		East City Limits		00.76	55
North Cherokee Road	<b>Social Circle</b>  <b>Social Circle Elementary Middle and High Schools</b>  <b>*School Days Only*</b>	West Hightower Trail	01.33	Annie P. Henderson Drive	01.78	00.5	25
North Cherokee Road	<b>Social Circle</b>	50' South of Annie P. Henderson Drive	01.84	182' South of Malcolm Road	02.59	00.75	35
North Cherokee Road	<b>Social Circle</b>	182' South of Malcolm Road		Bateman Drive		00.2	35
North Cherokee Road	<b>Social Circle</b>	Bateman Drive		SR 11 Social Circle Parkway		00.2	45
South Cherokee Road	<b>Social Circle</b>	5' North of Cain Street	01.01	West Hightower Trail	01.84	00.2	25
South Cherokee Road	<b>Social Circle</b>	190' South of West Ash Street	00.75	170' South of Hickory Drive	01.01	00.26	30
South Cherokee Road	<b>Social Circle</b>	Spring Street		190' South of West Ash Street		00.16	35
South Cherokee Road	<b>Social Circle</b>	SR 11 Social Circle Parkway		Spring Street		00.3	45
West Hightower Trail	<b>Social Circle</b>	North Cherokee Road		300' West of Alcova Drive		00.5	25
West Hightower Trail	<b>Social Circle</b>	150' West of Alcova Drive		1700' West of Clover Drive	01.78	00.65	35
West Hightower Trail	<b>Social Circle</b>	1700' West of Clover Drive		East of City Limits		00.88	45
Willow Springs Church Road	<b>Social Circle</b>	South City Limits		North City Limits		00.88	40

Good afternoon, Mr. Ward. I hope this email finds you well.

The current Agreement for Offender Supervision Services between Walton County and Georgia Probation Management, Inc. (GPM) will expire on 12/31/2022. I have attached a copy of the current Agreement and its First Amendment for your review. GPM would very much like to execute a new agreement with the County so that we may continue to provide services to the Superior Court and community.

In hope and anticipation that the County and Court would also like to continue our working relationship, I have drafted a new contract for your consideration. The proposed contract is similar to the current agreement. The biggest material change is our request to increase supervision fees (see attached Draft, page 8). Our probation and pre-trial fees have been at \$40.00 per month since 2018. In light of inflation, the significant increase in wages, and the other increased costs of providing our services, we propose to increase these fees to \$45.00 in 2023. As a reminder, the probation and pre-trial fees are paid by the offenders, and not the County.

Please contact me if you have any questions or comments regarding this proposed new contract. If the contract is acceptable, then please have it signed on your end and return it to me. I'll then return a fully-executed copy to you. If the County and/or Court would like to make changes to the proposed new contract, we are certainly open to discuss revisions. Let me know how you would like to move forward.

GPM has been honored to serve the Walton County Superior Court and looks forward to the opportunity of continuing our long-standing business relationship.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

Keith Ward, CEO

Professional Probation Services, Inc. (PPS)  
Georgia Probation Management, Inc. (GPM)  
Judicial Correction Services, LLC (JCS)

Corporate Office  
327 S. Hill Street  
Building A  
Buford, GA 30518  
Phone: 678-218-4100  
Fax: 678-218-4104

**STATE OF GEORGIA  
COUNTY OF WALTON**

**CONTRACT FOR PROBATION SUPERVISION  
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Walton County, Georgia through its Board of Commissioners (hereinafter referred to as the "County") and Georgia Probation Management, Inc. (hereinafter referred to as "GPM"), upon the request and consent of the Chief Judge of the Walton County Superior Court (hereinafter referred to as the "Court").

**WITNESSETH:**

WHEREAS, the County, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with GPM with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, GPM is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the County with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by GPM of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

**DESIGNATION BY THE COUNTY**

The County shall designate GPM as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

**SCOPE OF SERVICES**

GPM shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between GPM and the County, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.



- E. Maintain individual files for each offender participating in GPM's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. GPM shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that GPM is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. GPM shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. GPM shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist GPM in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for GPM to conduct pre-sentence or probationer investigations as may be requested. GPM may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. GPM shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. GPM shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. GPM staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. GPM shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. GPM shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. GPM will maintain records of community service participation and completion.
- W. GPM shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. GPM shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. GPM shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped in accordance with O.C.G.A. §42-8-103.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

Z. GPM shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. GPM shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court’s Judicial Procedures.

**PRETRIAL INTERVENTION AND DIVERSION PROGRAM**

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Walton County Superior Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, the County designates GPM as the private entity to be used for the purpose of monitoring program participants’ compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the County, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

**PERIOD OF SERVICE**

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31<sup>st</sup> day of December, 2023. The contract shall automatically renew for specific one-year terms on January 1<sup>st</sup> each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term’s expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31<sup>st</sup>, 2027. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

**PAYMENTS FOR SERVICES**

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the County.

**DEFICIENCIES IN SERVICE, TERMINATION**

In the event the County determines there are deficiencies in the service and work provided by GPM, the County shall notify GPM in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, GPM shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by GPM in performing services pursuant to this Contract. If GPM fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare GPM in default and this Contract shall be declared terminated upon receipt by GPM of notice thereof. GPM agrees that in the event it disputes the County’s right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

**DISPUTES**

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by GPM, or the construction or operation of or rights and liabilities of the parties under this Contract, where the County is the complaining party, each such question shall be submitted to the Chief Judge of the Walton County Superior Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, a Senior Judge of the Alcovy Judicial Circuit, or his/her designee, shall be asked to resolve the issues presented.

**TRANSFER OF OPERATIONS**

In the event GPM defaults for any reason in the service provided for by this Contract, the County may, at its election and upon five (5) working days' prior written notice to GPM, take possession of all records and other documents generated by GPM in connection with this Contract, and the County may use the same in the performance of the services described herein. GPM agrees to surrender peacefully said records and documents. The County shall provide GPM with a written receipt of those items over which the County assumes exclusive control. GPM agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County, or seek monetary damages as its remedy in a court of competent jurisdiction.

**RIGHT TO REQUIRE PERFORMANCE**

The failure of the County at any time to require performance by GPM of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**ACCESS TO BOOKS AND RECORDS**

The County's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to GPM's representative, to all GPM's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

**INSURANCE**

GPM shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- |                               |                               |
|-------------------------------|-------------------------------|
| Workers' Compensation         | - Statutory                   |
| Bodily Injury Liability       | - \$ 100,000 each accident    |
|                               | - \$ 500,000 each occurrence  |
| General Liability             | - \$1,000,000 each occurrence |
| Personal & Advertising Injury | - \$1,000,000 each occurrence |
| Professional Liability        | - \$1,000,000 each occurrence |

**INDEMNIFICATION/HOLD HARMLESS**

With regard to the work to be performed by GPM, neither the Court nor the County shall be liable to GPM, or to anyone who may claim a right resulting from any relationship with GPM, for any negligent act or omission of GPM, its employees, agents, or participants in the performance of services conducted on behalf of the County. In addition, GPM agrees to indemnify and hold harmless the Court and the County, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of GPM, including wrongful criminal acts of GPM, or GPM's employees, agents, or representatives. Further, the County is to be named as an additional named insured on GPM's liability insurance policies.

**ASSIGNMENT**

The duties and obligations assumed by GPM are professional services unique to GPM and are, therefore, not transferable or assignable without prior consent of the County and Court. Consent, however, shall not be unreasonably withheld.

**VALIDITY**

This Contract shall be binding on any successor to the undersigned official of the County or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any Local, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

**NOTICE**

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the County:                   Walton County Board of Commissioners  
303 South Hammond Drive, Suite 330  
Monroe, GA 30655  
Attn: John A. Ward, County Manager

As to GPM:                           Georgia Probation Management, Inc.  
327 S. Hill Street, Building A  
Buford, Georgia 30518  
Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

**ENTIRE AGREEMENT**

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the County and GPM.

In witness whereof, the parties here to have executed this agreement on the day first above written.

**WALTON COUNTY, GEORGIA**

**GEORGIA PROBATION MANAGEMENT, INC.**

\_\_\_\_\_  
David Thompson, Commission Chairman

\_\_\_\_\_  
Keith Ward, CEO

**APPROVED BY THE WALTON COUNTY SUPERIOR COURT**

\_\_\_\_\_  
John M. Ott, Chief Judge



ARBITRAGE  
REBATE  
SERVICES

October 11, 2022

Mr. Milton Cronheim, CPA, CFE  
Finance Director  
Walton County Finance Department  
303 S. Hammond Drive, Suite 333  
Monroe, GA 30655

RE: Arbitrage Rebate Services

\$9,465,000  
Walton County Water and Sewerage Authority  
Revenue Bonds  
(Oconee-Hard Labor Creek Reservoir Project)  
Series 2016

Dear Milton,

Bingham Arbitrage Rebate Services, Inc. enjoyed working with your office on the first installment arbitrage rebate review for the above-referenced bond issue. We are pleased to submit a quote for the second installment period.

Factors involved in our fees include the size and complexity of an issue, the number of funds included in the calculation, the type of calculation required, commingled money, and if Investment Agreements are a factor for the issue. Every issue is structured differently, and our fees vary on a case-by-case basis.

For the Series 2016 issue, we will review for ongoing compliance with Section 148 of the Internal Revenue Code, which governs arbitrage rebate for tax-advantaged transactions. Since the Project Fund is outstanding, the arbitrage rebate calculation is required into the second installment period.

**Evaluation Date: October 18**, with the second installment ending October 18, 2026. Bingham will provide annual reports each October 18 beginning with the October 18, 2022 evaluation date and continuing through the second installment date October 18, 2026, or until gross proceeds are spent in full, whichever comes first.

**Fee Quote**

Second Installment Period	Fee <sup>1</sup>
Bond Years 6 - 10	\$750 per year

<sup>1</sup> When all gross proceeds are spent, the fee stops.

Additional fees that may apply <sup>2</sup>	Fees
Excess Yield Calculation <sup>3</sup>	\$150 per year

<sup>2</sup> Additional fees will only be added if applicable.

<sup>3</sup> If gross proceeds remain outstanding beyond the three-year temporary period, EYC will apply.

Bingham may withdraw or renegotiate this contract if our involvement is greater than originally anticipated. Examples of Bingham’s increased time commitment include researching or locating missing investment activity, or if bond proceeds are mixed with non-proceeds funds.



If this fee quote remains outstanding following 90 days, the quote will expire. Additionally, if the requested information is not sent to Bingham within 90 days, this quote will expire.

Bingham's invoice will be issued after the work has been completed and will be included with the Arbitrage Rebate Compliance report. Payment is due within 30 days of receipt of invoice.

**Financial Advisor Disclaimer:** By engaging Bingham to provide the services described in this document, Walton County acknowledges that Bingham (1) is not recommending actions or providing advice to Walton County, and (2) does not owe a fiduciary duty to Walton County, as described by Section 15B of the Securities Exchange Act of 1934. Walton County should consult with the appropriate transaction professionals for legal and financial advice.

If you agree with these terms, please have an authorized representative sign as indicated below and return electronically to Bingham at your earliest convenience.

I hope these fees meet with your approval. Please feel free to call me at (804) 864-9564 if you have any questions. Thank you and I look forward to hearing from you.

Sincerely,

Kim A. Hoyt  
President

-----  
Signature

-----  
Name (printed)

-----  
Title

-----  
Date

Appendix B

# Walton County Department Agenda Request

Department Name: Walton County District Attorney's Office

Department Head/Representative: Randy McGinley

Meeting Date Request: November 01, 2022

Has the topic been discussed at past meetings? No

If so, when? \_\_\_\_\_

Topic: Approval for Renewal of the VOCA Grant

Wording for Agenda: Renewal of the VOCA Grant

This Request: Needs Action by Commissioners\*

\*What action are you seeking from the Commissioners? Approval for submitting the renewal and acceptance of the VOCA Grant administered by the Criminal Justice Coordinating Council.

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 the County Attorney? \_\_\_\_\_

Date forwarded to the County Attorney: \_\_\_\_\_

Has the County Attorney review been completed? \_\_\_\_\_

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

Approved in current budget? Yes

Budget information attached? No

Comments: \_\_\_\_\_

Purchasing department Comments: \_\_\_\_\_

County Attorney Comments: \_\_\_\_\_

Chairman's Comments: \_\_\_\_\_

# Walton County Board of Commissioners Grant Information Sheet

Department: District Attorney's Office Grant: VOCA Date: 25-Oct-22

County Dept. Contact: Randy McGinley Phone: 267 1355

Financial Reports: Dates Due: 15-Jan-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Apr-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Jul-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Oct-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Programmatic Reports: Dates Due: 31-Oct-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Granting Agency: CJCC

Agency Address: 104 Marietta Street

Suite 440

Atlanta GA 30303

Contact Name: Jay Neal

Phone: 404 657 1957 Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Amount of Funds: 101,634 (Granted) 25,409 (Waived) \_\_\_\_\_ (Match)

Match Source: Waived for the Grant Year by CJCC

Funding Period: October 01, 2022 - September 30, 2023

Important Deadlines: \_\_\_\_\_

Date of Commission Approval: \_\_\_\_\_

Date of Application Submittal: \_\_\_\_\_

Date Award Received: \_\_\_\_\_

Grant Closing Date: \_\_\_\_\_

NOTES:

WALTON COUNTY BOARD OF COMMISSIONERS  
GRANT SUMMARY

Department: Walton County District Attorney's Office Date: 25-Oct-22

Grant Title: Victims of Crime Act Grant (VOCA) Grant #: \_\_\_\_\_

County Department Contact: Randy McGinley - Kim Kelly Phone: 770 267 1355

New or Renewal: Renewal Budget Amendment Required: No

Purpose of Grant: Victim Services Is Amendment Attached? \_\_\_\_\_  
(Answer yes or no)

**How does grant meet WC Board of Commissioners Mission and Goals?**  
The mission of the Board of Commissioners is to assist residents of Walton County. Through the  
VOCA Grant crime victims of Walton County are assisted after being victimized. The Victim-Witness  
Assistance Program assists victims with their immediate needs and as their case progresses through  
the Criminal Justice System.

**How does grant meet Department Mission and Goals?**  
In 1998, the Office of the District Attorney in the Alcovy Judicial Circuit established the Victim-Witness  
Assistance Program. The Victim-Witness Program has offices in Monroe, Walton County and  
Covington, Newton County. Over the past ten years the program has grown in its mission and  
continues to strive to help victims regain stability after victimization. Victim advocates through the  
Victim-Witness Assistance Program are dedicated to helping victims through the criminal justice  
system and locating assistance for victims through community based programs.

**How does grant benefit Walton County residents?**  
The Victim-Witness Programs of the Alcovy Judicial Circuit assist victims in Walton County in numerous  
ways. Victims of crime are treated with fairness, dignity and respect. Victim Advocates inform  
victims of their rights under the Victims' Bill of Rights, refer victims to other agencies that can help  
their needs, notify victims of court events as their case moves through the Criminal Justice System,  
and accompany victims to court hearings. The Victim-Witness Program assists victims with obtaining  
Temporary Protective Orders and assistance with locating emergency shelter and immediate needs.

**If this grant is a renewal**

**Does this grant require a cash match or in-kind match?**  
**If yes, explain.**  
This grant normally requires an inkind and cash match by the county but it is being waived for this Grant  
year by CJCC. The Walton County District Attorney's Office will receive \$101,634.00 in federal funds from CJCC.  
Part of these federal funds will be split with Newton County for part of Leslie Smith's salary. Newton County  
will receive \$31,479.50 of the federal funds. The rest of the federal funds will be used towards the salary  
and benefits of Victim Services Director Kim Kelly and Post Adjudication Advocate Suzanna Maulfair.

**If a cash match is required is the match in the current FY budget? Explain.**  
The cash match will be waived by the Criminal Justice Coordinating Council for this grant year.

WALTON COUNTY BOARD OF COMMISSIONERS  
GRANT SUMMARY

**Does this grant effect future FY budgets?**

**If yes, explain how.**

The budget for Walton County and Newton County begins July 01 and ends June 30 of each year. The  
VOCA budget year begins October 01 of each year through September 30 of each year.

---

**What restrictions, if any, are required by the use of grant proceeds?**

**Expain any long term or short term obligations the County must meet by the use of this grant.**

The grant monies received from the VOCA Grant must be used by the Victim-Witness Programs  
of the Alcovy Judicial Circuit.

---

RANDY MCGINLEY  
DISTRICT ATTORNEY

CLIFF HOWARD  
CHIEF ASSISTANT DISTRICT ATTORNEY  
WALTON COUNTY

AMBER DALLY  
CHIEF ASSISTANT DISTRICT ATTORNEY  
NEWTON COUNTY



OFFICE OF THE DISTRICT ATTORNEY  
ALCOVY JUDICIAL CIRCUIT

October 26, 2022

To: Walton County Board of Commissioners

From: Kim Kelly, Victim Services Director

Re: VOCA Grant Awards

I am seeking the Board of Commissioners approval to receive the VOCA Grant funds through two grants that the Walton County District Attorney's Office has been awarded for the grant year beginning October 01, 2022 through September 30, 2023. I have attached the award letter from the Prosecuting Attorney's Council which states we will receive the same funding as last year. The match funds for the two VOCA Grants will continue to be waived this year.

Please give me a call at 770 266 1793 if you have any questions regarding this request.

Newton County District Attorney's Office  
1132 Usher Street  
Room 313  
Covington, GA 30014  
Phone: 770-784-2070  
Fax: 770-784-2069

Walton County District Attorney's Office  
303 South Hammond Drive  
Suite 334  
Monroe, GA 30655  
Phone: 770-267-1355  
Fax: 770-267-1364



# PAC

Prosecuting  
Attorneys'  
Council of Georgia

*Seeking Justice with Honor*

**PETER J. SKANDALAKIS**  
Executive Director

September 8, 2022

**SHANNON WALLACE**  
Chair  
District Attorney  
Blue Ridge Judicial Circuit

Dear Alcovy (Walton) DA

**KEITH E. GAMMAGE**  
Vice Chair  
Solicitor-General  
Fulton County

Below are the VOCA and CESF amounts that PAC anticipates applying for on your office's behalf.

**TASHA M. MOSLEY**  
Secretary  
District Attorney  
Clayton Judicial Circuit

County: **Walton**

Implementing Prosecuting Attorney: **District Attorney Randy McGinley**

Grant Period: **October 1, 2022 through September 30, 2023**

**VOCA (BASE VWAP Program Funding):**

VOCA Federal Funds: **\$101,634**

**VOCA (COMP Advocate Program Funding):**

**TOTAL COMP: \$43,500**

- VOCA Federal Funds: **\$37,500**
- CESF Federal Funds: **\$6,000**

**JONATHAN L. ADAMS**  
District Attorney  
Towaliga Judicial Circuit

Please note the following on the Comp Advocate Funding: The highlighted CESF funds above **MUST** be spent in your Q1 SER by December 31, 2022. If these funds are not spent by then due to vacancies etc, they will be de-obligated. They cannot be used on Q2-Q4 SERs. As a result, any date that falls outside of Q1 (October 1, 2022-December 31, 2022) **MUST** be pro-rated out. The VOCA portion of the Comp Advocates funds may be spent in Q1-Q4.

**C.R. CHISHOLM, JR.**  
Solicitor-General  
Athens-Clarke County

**LEIGH PATTERSON**  
District Attorney  
Rome Judicial Circuit

**BERT POSTON**  
District Attorney  
Conasauga Judicial Circuit

**BRADFORD L. RIGBY**  
District Attorney  
Cordele Judicial Circuit

Sincerely,

**SANDY WISENBAKER**  
Solicitor-General  
Coweta County

Sarai Leonides-Medina  
Grants Manager/Victim Services Coordinator  
Prosecuting Attorney's Council of Georgia



Appendix B

# Walton County Department Agenda Request

Department Name: Walton County District Attorney's Office

Department Head/Representative: Randy McGinley/Kim Kelly

Meeting Date Request: November 01, 2022

Has the topic been discussed at past meetings? No

If so, when? \_\_\_\_\_

Topic: Approval for Renewal of the VOCA Grant for Victim Compensation Advocate

Wording for Agenda: Renewal of the VOCA Grant for Victim Compensation Advocate

This Request: Needs Action by Commissioners\*

\*What action are you seeking from the Commissioners? Approval for submitting the renewal and acceptance of the VOCA Grant for Victim Compensation Advocate position administered by the Criminal Justice Coordinating Council.

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 the County Attorney? \_\_\_\_

Date forwarded to the County Attorney: \_\_\_\_\_

Has the County Attorney review been completed? \_\_\_\_\_

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

Approved in current budget? Yes

Budget information attached? No

Comments: \_\_\_\_\_

Purchasing department Comments: \_\_\_\_\_

County Attorney Comments: \_\_\_\_\_

Chairman's Comments: \_\_\_\_\_

# Walton County Board of Commissioners Grant Information Sheet

Department: District Attorney's Office Grant: VOCA Date: 10/25/2022

County Dept. Contact: Randy McGinley Phone: 770 267 1355

Financial Reports: Dates Due: 15-Jan-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Apr-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Jul-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Oct-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Programmatic Reports: Dates Due: 31-Oct-22 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Granting Agency: CJCC

Agency Address: 104 Marietta Street

Suite 440

Atlanta GA 30303

Contact Name: Jay Neal

Phone: 404 657 1957 Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Amount of Funds: 43,500 (Granted) 10,875 (Waived) \_\_\_\_\_ (Match)

Match Source: Waived for the Grant Year by CJCC

Funding Period: October 01, 2022 - September 30, 2023

Important Deadlines: \_\_\_\_\_

Date of Commission Approval: \_\_\_\_\_

Date of Application Submittal: \_\_\_\_\_

Date Award Received: \_\_\_\_\_

Grant Closing Date: \_\_\_\_\_

NOTES:

WALTON COUNTY BOARD OF COMMISSIONERS

Department: Walton County District Attorney's Office GRANT SUMMARY Date: 25-Oct-22

Grant Title: Victims of Crime Act Grant (VOCA) Grant #: \_\_\_\_\_  
Victim Compensation Advocate

County Department Contact: Randy McGinley - Kim Kelly Phone: 770 267 1355

New or Renewal: Renewal Budget Amendment Required: No

Is Amendment Attached? \_\_\_\_\_

Purpose of Grant: Victim Services (Answer yes or no)

**How does grant meet WC Board of Commissioners Mission and Goals?**

The mission of the Board of Commissioners is to assist residents of Walton County. Through the VOCA Grant crime victims of Walton County are assisted after being victimized. The Victim-Witness Assistance Program assists victims with their immediate needs and as their case progresses through the Criminal Justice System.

**How does grant meet Department Mission and Goals?**

In 1998, the Office of the District Attorney in the Alcovy Judicial Circuit established the Victim-Witness Assistance Program. The Victim-Witness Program has offices in Monroe, Walton County and Covington, Newton County. Over the past ten years the program has grown in its mission and continues to strive to help victims regain stability after victimization. Victim advocates through the Victim-Witness Assistance Program are dedicated to helping victims through the criminal justice system and locating assistance for victims through community based programs.

**How does grant benefit Walton County residents?**

The Victim-Witness Programs of the Alcovy Judicial Circuit assist victims in Walton County in numerous ways. Victims of crime are treated with fairness, dignity and respect. Victim Advocates inform victims of their rights under the Victims' Bill of Rights, refer victims to other agencies that can help their needs, notify victims of court events as their case moves through the Criminal Justice System, and accompany victims to court hearings. The Victim-Witness Program assists victims with obtaining Temporary Protective Orders and assistance with locating emergency shelter and immediate needs. The Victim Compensation Advocate funded by this Grant specializes in being familiar with the Victim Compensation Program administered by the Criminal Justice Coordinating Council of Georgia. Currently the Victim Compensation Advocate position for the Walton County District Attorney's Office is vacant. Having a specialized Victim Compensation Advocate in our office allows us to provide better services for our victims and assist more quickly with obtaining compensation after their victimization through the Victim Compensation Program.

**If this grant is a renewal**

**Does this grant require a cash match or in-kind match?**

**If yes, explain.**

This grant normally requires a 25% cash match but it will be waived by CJCC for this grant year. The Alcovy Judicial Circuit will receive \$43,500.00 in federal funding from the VOCA Grant to pay for the Compensation Advocate positions salary and benefits (partially or whole) which is currently held by Jayme Willingham.

**If a cash match is required is the match in the current FY budget? Explain.**

It will be waived by the Criminal Justice Coordinating Council for the year.

WALTON COUNTY BOARD OF COMMISSIONERS  
GRANT SUMMARY

**Does this grant effect future FY budgets?**

**If yes, explain how.**

The budget for Walton County begins July 01 and ends June 30 of each year. The VOCA budget year begins October 01 and ends on September 30 of each year.

**What restrictions, if any, are required by the use of grant proceeds?**

**Explain any long term or short term obligations the County must meet by the use of this grant.**

The grant monies received from this VOCA Grant must be used by the Victim-Witness Program of the Walton County District Attorney's Office.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE RESURFACING PROJECTS, AND TO AMEND THE FISCAL YEAR 2023 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 2023 on June 7, 2022; 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 2023.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budgets for the Resurfacing Projects which are 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 2023 be amended to incorporate fiscal year 2023 for the Resurfacing Projects.

**SO RESOLVED THIS 1st DAY OF November, 2022:**

**BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

### WALTON COUNTY PUBLIC WORKS RESURFACING PROJECT BUDGET

DATE: 10/25/2022

PROJECT: SPLOST IV VARIOUS RESURFACING PROJECTS

SPLOST IV Resurfacing projects to include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping.

Description	Unit Measure	Totals
Maple Cove Court	0.189 miles	\$ 28,350
Maple Cove Drive	0.553 miles	\$ 82,950
Maple Cove Lane	0.137 miles	\$ 20,550
Michael Road	2.834 miles	\$425,100
Sandy Creek Road	0.756 miles	\$113,400

Total Resurfacing Cost: \$670,350

#### Modifications

Total Modification Cost:

#### Renovations

Total Renovations Costs:

#### Site Development/Improvements Costs

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

Total Site Dev. Costs:

#### Project Contingency

Total Project Contingency Costs:

**TOTAL PROJECT BUDGET \$670,350**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON  
COUNTY, GEORGIA**

**“Stepping Up to Reduce the Number of People with Mental Illnesses in Jails”**

**WHEREAS**, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year;

**WHEREAS**, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public;

**WHEREAS**, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders;

**WHEREAS**, adults with mental illnesses tend to stay longer in jail and, upon release, are at a higher risk of recidivism than people without these disorders;

**WHEREAS**, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs;

**WHEREAS**, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families;

**WHEREAS**, Walton County and all counties take pride in their responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways;

**WHEREAS**, The Walton County Superior Court has implemented felony Resource Court, which restore offenders with substance abuse and mental illness to their families and the community through treatment and supervision; and

**WHEREAS**, through Stepping Up, the National Association of Counties, The Council of State Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public, private, and nonprofit partners to reduce the number of people with mental illnesses in jails.

**NOW, THEREFORE, LET IT BE RESOLVED, THAT I**, David Thompson, Walton County Board of Commissioners Chairman, do hereby sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in my state and across the country to support a national initiative and encourage all county officials, employees, and residents to participate in Stepping Up. We resolve to utilize the comprehensive resources available through Stepping Up to:

- Create a Walton County Mental Health Task Force with a diverse team of leaders and decision-makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails;
- Collect and review prevalence numbers and assess individuals’ needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline data as a decision making guide at the system, program, and case levels;



- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and support in the community;
- Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers;
- Implement research-based approaches that advance the plan; and
- Create a process to track progress using data and information systems, and to report on successes

**PASSED AND APPROVED on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**BOARD OF COMMISSIONERS OF  
WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Patrice Broughton, Assistant County Clerk

[COUNTY SEAL]

# Walton County Department Agenda Request

Item 9.1.

Department Name: Human Resources

Department Head or Representative: Melissia Rusk - Andrea Taylor, Meeting Representative

Meeting Date Request: November 1, 2022

Has this topic been discussed at past meetings? No

If so, when?

Topic: Clinic Service Agreement - One to One Health

Wording for Agenda: Clinic Service Agreement - One to One Health

This Request: Informational Purposes Only

Needs Action by Commissioners

What action are you seeking from the Commissioners? Approval of One to One Health Service Agreement as recommended by staff.

Department Comments/Recommendation:

Is additional documentation attached?

Yes

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

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

Date forwarded to the County Attorney:

10/12/2022

Has the County Attorney review been completed?

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:

**SERVICE AGREEMENT**

THIS SERVICE AGREEMENT ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_("Effective Date") between \_\_\_\_\_ having its principal place of business at \_\_\_\_\_, ("Client"), and **One To One Health, LLC**, having its principal place of business at 1067 Riverfront Parkway, Suite 201, Chattanooga, TN 37402 ("One To One") (individually a "Party" and collectively "Parties"), whereby One To One agrees to provide to Client the services described below, subject to the following terms and conditions:

**1. STATEMENT OF WORK**

- A. Description – Subject to the terms of this Agreement, One To One shall provide the personnel and such tools, supplies and equipment as may be reasonably and ordinarily required to operate, manage and administer health care clinic(s) for the benefit of Client employees and eligible dependents (“Participants”) as more fully described in the project description and Statement of Work attached hereto as **Schedule A** (the "Services"). One To One shall arrange for physician(s), nurse practitioner(s), physician assistant(s), nurses, and/or medical assistants (“Medical Professionals”) to provide the Services that constitute medical services, including, but not limited to, the Primary Care Services (collectively, the “Medical Services”). One To One shall arrange for its employees or independent contractors (the “Management Personnel”, and together with the Medical Professionals, the “Personnel”) to provide the Services that are not Medical Services (collectively, the “Management Services”). As identified on **Schedule A**, all such costs and expenses associated with the provision of Personnel shall be considered pass through costs, and Client shall pay to One To One the actual cost of such Services. Personnel shall perform the Services primarily at the onsite health clinic or clinics (the "Clinic(s)") located on premises as selected by Client and described on **Schedule A** attached hereto. Client and One To One may revise, amend, alter, modify, add or extend the Services from time to time by mutual written agreement.
  
- B. Allocation of Responsibilities – One To One shall bear primary responsibility for determining any specifications required of the Clinic, equipping and maintaining the Clinic and otherwise operating the Clinic in accordance with applicable standards of care. One To One shall provide, or arrange for the provision of, all materials and equipment necessary to perform the Services, maintain such materials and equipment so that they are safe and effective, and conduct all necessary inspections and maintenance with regard to the same. Unless specifically set forth in **Schedule B**, the cost of all such materials and equipment (including replacement equipment reasonably necessary for the provision of the Services), shall be billable by One To One to Client at actual cost. One to One shall prepare the initial budget and any revised or subsequent budgets during the term or renewal terms of this Agreement. Such budgets shall be subject to the prior approval of Client, which approval shall not be unreasonably withheld. Any expense items related to replenishing of supplies, once approved by Client, will not be subject to further pre-approval. Any non-budgeted items of \$500 [Note: the amount requiring preapproval by Client is ultimately a business term for Walton County’s consideration] or more shall require prior approval from Client,

which approval shall not be unreasonably withheld. The Parties agree that all such materials and equipment billed to and paid for by Client shall become the property of Client, subject only to One To One's right to use the equipment to provide Services during the term or renewal terms of the Agreement. One To One will adhere to all infection control and bio-waste vendor policies and procedures.

C. Pricing:

- i. Client shall compensate One To One, within thirty (30) days from receipt of invoice, for the Management Services in accordance with the pricing schedule attached hereto as **Schedule B**. Client shall establish and utilize ACH online banking for payment transfer method. One To One shall be entitled to be paid interest at one and a half percent per month for any undisputed amount that is past due after 120 days. In the event of non-payment following thirty (30) days after interest begins to accrue, One To One shall provide thirty (30) days' notice to Client, at which time if full payment of all undisputed amounts is not paid at the end of said period, One To One shall be entitled to immediately suspend performance or terminate this Agreement in accordance with **Section 3** of this Agreement. Such termination does not relieve Client of its obligations to remit payment for all outstanding amounts plus accrued interest and of Client's liability for any other expenses, including without limitation, collection costs. **[Note: it is unclear how the Fixed Fee and Pass Through items on Schedule A relate to the categories on Schedule B and to the costs/expenses which must be paid by Client pursuant to Section I(B) are these all different things or are the same categories of payments being referenced more than once in different places. Also, the fixed fee amounts and the amounts for the categories on Schedule B have not been provided and need to be filled in]**
- ii. Performance Metrics – One To One agrees to maintain a high level of service and performance, and agrees to those certain Performance Metrics as outlined in **Schedule D**. Client shall deduct from the Management Fee payment at the intervals indicated based on performance that falls below those levels outlined in **Schedule D**.

- D. Services Requirements - All Services will be performed in accordance with the terms of this Agreement and applicable exhibits, by trained, properly credentialed and supervised Personnel in accordance with industry standard practices and all applicable laws and regulations as mandated by the federal government, state government or any local authority having jurisdiction over the Services and Personnel. One To One agrees to take all commercially reasonable steps to correct any deficiencies in the Services. All work performed by One To One shall be performed in compliance with all applicable federal, state and local safety laws, regulations and ordinances. One To One further agrees to comply with all applicable Client policies governing Services as posted on Client's website or as provided to One To One. One To One agrees that its patient portals will be in compliance with Section 508 of the Rehabilitation Act to the extent applicable. Client agrees to provide at least thirty (30) days' notice to One To One of any changes to its

policies that impact the Services.

E. Term - This Agreement shall be effective as of \_\_\_\_\_. The date that the Services begin is the Commencement Date. The Agreement shall expire three years from the Commencement Date, unless earlier terminated as provided herein, and thereafter shall automatically renew for successive additional one-year periods unless either Client or One To One gives written notice of termination 180 days prior to the end of the initial term or any renewal term. Notwithstanding the foregoing, the Agreement may not be terminated by either party effective within one year of the Commencement Date other than for cause under Section 3(A) of this Agreement. One To One agrees that during the Term of this Agreement, it shall cap any increase in costs for salaries and wages to an aggregate cost of five percent (5%) per year unless otherwise approved by Client.

**2. PERSONNEL**

A. One To One's Responsibility; Legal, Wage and Tax – One To One hereby assumes all legal responsibility as the employer or contractor of the Personnel for the performance of the Services, including responsibility for payment of compensation due such Personnel and compliance with all applicable Federal, state, and local tax requirements, including withholding of taxes (if applicable), related to the performance of Services by One To One, which such expenses shall be pass through costs to Client. One To One shall recruit and hire eligible Personnel, provided that the Parties shall work collaboratively in interviewing and selecting Personnel suitable for the Clinic. One To One further assumes all responsibility for supervision, direction, orientation, assignment, training, tax withholding (if applicable) and reporting, performance evaluations, promotions, and termination of such Personnel; provided that Client shall have the right to request One To One to remove any Personnel hired by One To One for the Clinic, for good and legal cause, upon written notice. Client and One To One shall work collaboratively to resolve any issues that may arise with any Personnel. [[NOTE: How does this relate to the fees/costs which must be paid by Client?]]

B. Quality –

i. All Personnel selected by One To One to perform Services shall possess sufficient useful skills and experience as to be able to perform such Services, from said Personnel's initial date of involvement, in accordance with the applicable standard of care and in a competent and professional manner. One To One and all Personnel shall comply with all applicable local, state, and federal laws, rules and regulations in the delivery of the Services.

- ii. One To One shall contract with and ensure that each Medical Professional is obligated to meet the following criteria during the term of this Agreement: (a) be qualified; (b) maintain a duly issued and active license to provide the Medical Services in the State of Georgia; (c) be in good standing with his or her profession and state professional association; (d) not be subject to any license restriction, revocation, or suspension; and (e) and, except to the extent that this requirement is prohibited under applicable law, shall not be, or have been, convicted of a felony or crime involving moral turpitude. Notwithstanding anything to the contrary in this Agreement, each Medical Professional shall determine his or her own means and methods of providing the Medical Services, and nothing herein shall interfere with, influence, or direct such Medical Professional's medical judgment.
  - iii. In the event that any Medical Professional does not meet the criteria in Section 2(B) (ii) during the term of this Agreement, One To One shall promptly replace such Medical Professional with another Medical Professional that does meet such criteria.
- C. Equal Employment Opportunity – One To One agrees to enact and maintain a policy to employ, train, reward and promote Personnel based on the requirements of their respective jobs and their ability to perform their jobs. This policy shall be implemented without regard to race, color, religion, national origin, sex, age, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era. One To One further agrees to comply with all applicable federal, state and local equal employment opportunity laws and regulations including Title IV of the Civil Rights Acts of 1964, Executive order 11246, and, to any applicable provisions set forth in the HIPAA regulations found at 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.4, 41 C.F.R. 60-741.4, 41 C.F.R. 60-1.8 and 41 C.F.R. 1-12803.10.

### 3. TERMINATION

- A. Termination With Cause. Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice of termination, in the event the other Party has failed to cure a breach of this Agreement within fifteen (15) days after receiving written notice specifying any such material breach. If the breaching Party has taken substantial, good faith steps to cure the breach within the fifteen (15) day cure period, but for reasons beyond its reasonable control cannot fully correct the breach, the other Party shall provide an additional fifteen (15) days to the breaching Party to cure the breach. Client shall further be entitled to terminate this Agreement in the event that One To One shall make a general assignment for the benefit of creditors or file a petition for adjudication as a bankrupt or for any other relief under any debtor relief law, or if a petition is filed against either Party for adjudication of such Party as a bankrupt or for any other relief under any debtor relief law. Notwithstanding any other provision of this Agreement, if One To One or Client engages in fraudulent conduct or intentional misrepresentation, the other Party shall have the right to rescind, cancel or terminate this Agreement. Notwithstanding any provision to the contrary, the offending Party will be liable for any and all payments and losses, costs, or damages sustained by the other Party as a result of the fraudulent conduct or intentional

misrepresentation.

- B. Termination Without Cause. Either Party may terminate this Agreement without cause after the original term, upon giving the other Party at least one hundred and eighty (180) days written notice.
- C. Effect of Termination. The expiration or the termination of this Agreement shall not affect the obligation of Client to pay compensation to One To One or pay for any outstanding invoice(s) for the period prior to such expiration or termination and shall not affect the obligation of One To One to provide quarterly reports for the period prior to the effective date of such expiration or such termination. In addition, upon the expiration or termination of this Agreement, One To One shall use its commercially reasonable efforts to cooperate in the transition of the Clinic to any successor Clinic provider (including, but not limited to, making employee medical records reasonably available to any successor in accordance with federal and state law).

#### 4. SUPERVISION

One To One shall efficiently and adequately supervise the performance of the Personnel who provide or contribute to the provision of Services. The right and duty to make work assignments, to correct deficient performance, and to effectuate all other aspects of its supervisory responsibility hereunder shall at all times remain with One To One.

#### 5. PERMITS AND LICENSES

- A. One To One's Obligation – One To One shall obtain all necessary permits, licenses and certifications necessary for the performance of the Services. One To One will observe and abide by all applicable laws, regulations, ordinances and other rules of the federal, state, or local authority where the work is done, or any other duly constituted public authority.
- B. Laws – One To One shall comply with all federal, state and local laws, regulations, executive orders and the like, including those regarding employment, age, citizenship, hours, wages, withholding and conditions of employment affecting the Services covered by this Agreement.
- C. Practice of Medicine – The Parties understand and agree that the Scope of Work [[Note: Where is the Scope of Work document? This should be made an exhibit or included within the text of the contract]]pursuant to this Agreement may include or may be in the future amended to include One To One's arrangement for the provision of Services by one or more licensed physicians who will examine and/or treat patients at the health care facility Clinic or will directly supervise the provision of Services by nurses, nurse practitioners or other allied health care personnel, as required by applicable medical practice acts or other laws. If applicable law prevents or makes it inadvisable for One To One to directly employ a physician to provide services required to be performed by a physician under this Agreement, or in the event that One To One deems it advisable in its sole discretion, One To One may, for purposes of providing Services pursuant to the terms of this Agreement,



enter into a subcontract or similar relationship with one or more physicians, professional corporations or other entities ("Physician Services Provider") duly authorized to practice medicine. Such subcontracting costs, if any, shall be at no additional cost to Client. One To One shall require all Physician Services Providers to agree to all terms and to perform all obligations under this Agreement related to the providing Personnel and Services.

## **6. INDEMNIFICATION.**

- A. To the extent allowed by law, each Party agrees to defend, indemnify and hold harmless ("Indemnify") the other Party and its owners, employees, and agents against any loss, damage, expense, or cost, including reasonable attorney's fees, arising out of any direct claim or any third party claim, demand, action, suit, investigation, arbitration or other proceeding by a third party ("Liabilities") resulting from or relating to the indemnifying Party's (and in the case of One To One, any Personnel's) breach of any duty, representation, or warranty of this Agreement. Notwithstanding anything herein to the contrary, One To One shall Indemnify Client and its governing body members, employees and agents from any Liabilities incurred by Client and its owners, employees, and agents resulting from or relating to any act or omission by One to One or the Personnel.
- B. If a Party entitled to indemnification hereunder (the "Indemnified Party") becomes aware of any matter it believes is indemnifiable hereunder involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party, as a condition precedent hereto, shall give the other Party (the "Indemnifying Party") prompt written notice of such Action. Such notice shall (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands, and other papers related to the Action and in the possession of the Indemnified Party. The Indemnifying Party shall have the sole right to settle and/or to defend any Action with counsel of the Indemnifying Party's choice reasonably acceptable to the Indemnified Party. Any Indemnified Party shall have the right to participate in the defense of any Claim with counsel of its choice at its own expense. Any compromise or settlement of an Action shall require the prior written consent of both Parties hereunder, such consent shall not to be unreasonably withheld, delayed or conditioned.

## **7. INSURANCE**

- A. One To One shall carry, during the term of this Agreement at the expense of the client, at least the following minimum insurance:
- i. Statutory Workers' Compensation as required by statute, to include a waiver of subrogation.
  - ii. Employer's Liability Insurance with minimum limits of \$500,000 per accident and shall name Client as an additional insured.

- iii. Comprehensive General Liability \$1,000,000 per occurrence bodily injury and property damage with a \$5,000,000 general aggregate. Policy shall name Client as an additional insured, shall include a waiver of subrogation in favor of Client, and coverage should stipulate it is primary and not contributing to any insurance incidentally carried by Client.
- iv. Professional Liability Insurance in the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such other amounts as required under applicable laws of the State of Georgia.
- v. Directors and Officers coverage with minimum limits in the amount of \$1,000,000 per claim/loss with an annual aggregate of \$3,000,000.

[NOTE: risk management should review if these coverages and amounts are sufficient]

- B. One To One shall furnish to Client upon request certificate(s) properly executed by its insurance carrier showing that all insurance is in full force and complies with the requirement of this Agreement. Such certificates shall provide that the coverage provided shall not be cancelled or reduced without thirty (30) days advanced written notice having been provided to
- C. One To One shall insure that any Medical Professionals who perform Medical Services hereunder shall have medical malpractice insurance coverage in amounts the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such other amounts as required under applicable laws of the State of Georgia.
- D. In the event that any Medical Professionals are engaged by One To One to perform any Services hereunder, One To One shall ensure that each such Medical Professional maintains the required types and amounts of insurance coverage as set forth in this Agreement.
- E. Upon expiration or termination of this Agreement, One to One agrees to obtain two years continuous liability insurance or “tail” coverage (whichever is more cost effective) for all acts or claims of omission or negligence which may be asserted or brought during said two year period against One to One or any of its Personnel or medical services providers providing, or who have provided, Services hereunder, with said two year period to commence on the last day of the term of this Agreement and any extension hereof.

## **8. CONFIDENTIALITY AND NON-USE**

- A. Confidential Information Defined – In order to provide Services hereunder, One To One and/or Client may be furnished with, receive, or otherwise have access to information and materials that are considered to be confidential and/or proprietary to the other Party (“Confidential Information”). Confidential Information includes all information, in any form, furnished or made available directly or indirectly to each Party orally or in writing that relates in any way to the other Party; their respective existing or former employees or

Participants; existing, former or potential customers; or other third parties with whom that Party has a business relationship. Without limiting the generality of the foregoing, One To One's costing and pricing data and means are confidential and proprietary. Therefore, each Party shall maintain any and all such information and information transmitted to or otherwise acquired as a result of performing its Services under this Agreement, in confidence, without disclosing same to any third party unless having the prior written permission of Client or One To One, as the case may be, or as required by law. All information received, developed or otherwise acquired during or because of the course of performing the Services under this Agreement is presumed to be confidential. Confidential Information will include medical records or information pertaining to the diagnosis or treatment of any patient, provided that any medical records or Protected Health Information as defined by Federal Law under HIPAA shall not be deemed Confidential Information of Client, nor shall Client have any right to review or access such information except as provided by law.

- B. For purposes of this Agreement, Personal Information shall mean information provided to One To One by or at the direction of Client, or to which access was provided in the course of One To One's performance of the Services under this Agreement that: (i) identifies an individual (by name, signature, address, telephone number or other unique identifier) and (ii) that can be used to authenticate that individual (including, without limitation, passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers). An individual's social security number, even in isolation, is Personal Information. Personal Information includes information about Client employees and their dependents and beneficiaries, as well as information about employees of Client's clients for whom One To One provides Services, and their dependents and beneficiaries. Any Personal Information disclosed by Client shall be considered Confidential Information.
- C. Confidential Information Exclusions – Notwithstanding any provisions of this Section to the contrary, Confidential Information will not include information that is: (i) already lawfully known by the other Party prior to receiving such information from the disclosing Party; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act of the receiving Party; (iii) subsequently disclosed on a non-confidential basis by a third party not having a confidential relationship with the disclosing Party and such third party rightfully acquired such information; (iv) independently developed by the other Party without reference to the disclosing Party's clients' materials; or (v) communicated to a third party with the express written consent of the disclosing Party. The Parties specifically understand and agree that Personal Information which is Protected Health Information or constitute medical records is not Confidential Information or Client Information. **[NOTE: The purpose of the prior sentence is unclear]** The foregoing exceptions do not apply to the disclosure of Personal Information, which shall not be disclosed without the prior written consent of the employee or person to whom the Personal Information pertains, unless permitted or required by law.
- D. Protection of Confidential Information - Each Party will keep and maintain all Confidential Information in strict confidence and will protect Confidential Information with at least the

same degree of care (and in any event no less than reasonable care) that it uses to protect its own Confidential Information. One To One may disclose such information of Client to permitted subcontractors performing Services, provided that One To One will cause all recipients to sign a non-disclosure agreement.

- E. Required Disclosure - If either Party is required by law to disclose Confidential Information of the other, the Party so required will give prompt advance written notice of such requirement to the other Party. Reasonable efforts will be made to provide this notice in sufficient time to allow the other Party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the Party required to disclose Confidential Information will cooperate in such efforts.

**9. INDEPENDENT CONTRACTOR**

One To One shall be at all times be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as an independent contractor. Any provisions in this Agreement which may appear to give Client the right to direct One To One as to the details of doing the work or to exercise a measure of control over the work shall mean only that One To One shall follow the desires of Client in the results of the work. Neither One To One nor any of its employees or agents shall be considered an employee or agent of Client, nor shall any partnership, co-venture or joint employer relationship be created by virtue of this Agreement or of its performance. All persons engaged by One To One, either as employees or agents to assist One To One in the performance of this Agreement, will be of its own selection, for its own account and at its own expense. No prior course of dealing between Client and One To One shall be of any effect to modify in any respect One To One's status under this Agreement as an independent contractor.

**10. NOTICES**

Any notice to be given hereunder by either Party shall be in writing and shall be deemed to be given if sent by registered or certified mail, and upon receipt by the other Party if sent by regular mail, or facsimile transmission addressed as follows:

If to One To One:      One To One Health, LLC  
1067 Riverfront Parkway, #201  
Chattanooga, Tennessee 37402  
Attn: David Kinzler (CEO)

If to Client:            Board of Commissioners of Walton County, Georgia  
100 North Broad Street  
Monroe, Georgia 30655  
Attn: David Thompson, Chairman

**11. MODIFICATIONS AND AMENDMENTS**

Any changes in the provisions of this Agreement made subsequent to the execution of this Agreement, except changes in the work and price, shall be made by formal amendments identified as such, executed and approved in the same manner as this Agreement. Upon the renewal or extension of this Agreement, unless otherwise set forth in writing, One To One may increase any prices charged for services under this Agreement, by the percentage increase in the cost of living for the previous year, using the Medical CPI published by the Bureau of Labor Statistics.

## **12. PHYSICIAN SERVICES**

Neither One To One nor Client shall engage in the practice of medicine nor in any way direct or control the practice of medicine or direct the provision of health services required to be provided by a licensed physician. It is agreed that One To One's role under this Agreement shall, at all times, be that of providing Management Services and overseeing the administration of Management Services under this Agreement and that any Medical Services to be provided under this Agreement shall be solely provided by and under the direction of a physician or Medical Professional.

## **13. AUDIT AND EXAMINATION; SECURITY**

### **A. Audit and Examination**

- i. During the Term and for a period of two (2) years thereafter, upon reasonable advance written notice by Client and subject to the limitations herein, One To One shall provide Client auditors with access to One To One's premises, systems and documentation as Client may reasonably request in order to verify One To One's compliance with the accuracy of bills sent pursuant to this Agreement and security of Protected Health Information.
- ii. Such audits shall (i) be performed during usual business hours and without unreasonable interruption of the business of One To One, (ii) commence on a mutually agreeable date provided that, unless otherwise agreed, such audit shall commence within thirty (30) days after request therefore, (iii) be performed not more often than once per year, (iv) be performed not more than two years following the expiration or termination of this Agreement and (v) in the case of financial audits, be limited to revenues and costs directly related to this Agreement. For the purposes of determining the proper amounts payable under the provisions of this Agreement, Client's right to audit provided for in this subparagraph shall include the right to audit or review underlying wage or cost information including auditing the composition of any specified percent, fixed rate or fixed fee referred to in this Agreement. Any audit hereunder shall be conducted only following entry into a confidentiality and non-disclosure agreement, subject to any limitations which may be imposed by applicable law.
- iii. One To One shall maintain complete and accurate accounting records in connection with Services performed and materials provided hereunder, in accordance with

generally accepted accounting principles, to substantiate its charges.

- iv. In connection with its obligations under this audit section, One To One shall reasonably cooperate and provide to Client Auditors, in a timely manner, all such assistance as they may reasonably require in connection with any audit or examination. Client shall provide One To One with a reasonable time period to complete the requests of the auditors and examiners. Client shall provide One To One with a copy of the results from any such audit upon One To One's request.
- B. Security. Notwithstanding anything to the contrary contained in this Agreement and in addition to, and not in lieu of, any other provisions in this Agreement regarding confidentiality and data security, the following shall apply with respect to Restricted Data:
- i. One To One represents and warrants that it has and shall maintain and enforce, at all locations where services relating directly or indirectly to the Services are performed, a written comprehensive information security program containing appropriate administrative, technical and physical safeguards for the security and protection of all restricted or protected data, including but not limited to information protected by HIPAA regulations, Social Security numbers and personally identifiable information protected by State statutes or regulations ("Restricted Data"). One To One further represents and warrants that its security program is periodically reviewed and appropriate updates are implemented to address any gaps identified in its security program. One To One agrees to make its security policies and procedures available to Client upon reasonable request.
  - ii. One To One represents that its written information security program and computer system security procedures that are at least (i) equal to industry standards applicable to medical clinics; and (ii) in compliance with applicable law, specifically including applicable HIPAA security requirements and the requirements of applicable State law concerning any Social Security numbers included in the Restricted Data.
  - iii. With respect to any Restricted Data provided to One To One by Client, One To One expressly agrees to:
    - a. Protect the security and confidentiality of Restricted Data it receives or accesses in accordance with its information security program and this Agreement
    - b. Limit access to Restricted Data to those employees who have a legitimate business need to know the information.
    - c. Prohibit disclosure of any social security numbers included in the Restricted Data except as expressly permitted in accord with HIPAA regulations and federal and state law.
    - d. Require all of its subcontractors and agents that receive, use or have access to Restricted Data to agree in writing to implement reasonable and appropriate security safeguards to protect it and to agree in writing to the confidentiality and security requirements of HIPAA regulations and applicable federal and state

laws.

- e. Understand the requirements of applicable federal and state law concerning breaches of security and notification of disclosures of Social Security numbers and personally identifiable information, and to immediately report to Client any security incident involving any social security numbers, and shall promptly report to Client, within not more than two (2) business days, in the event of any unauthorized disclosure of or access to Restricted Data, or security breach thereof (such as through loss, or theft of laptop computers, theft of customer data, system security failures, etc.), and to provide Client with all information necessary to permit Client to timely comply with the notification provisions of HIPAA and of applicable State law and any implementing rules. To the extent One To One is required to make its own notification under law concerning any Restricted Data, One To One agrees, to the extent allowable by law, to cooperate with Client regarding the notification process prior to making such notification.
  - f. Implement reasonable policies and procedures designed to detect and provide appropriate response to relevant “Red Flags” that identity theft may be occurring (as defined in 16 C.F.R 681.2) or that may arise in the performance of One To One's activities, if One To One has access to customer information from covered accounts under the Red Flag Rules. One To One agrees that policies and procedures to detect relevant “Red Flags” are updated periodically. One To One further agrees to notify Client of the detection of a Red Flag and to implement reasonable steps to prevent or mitigate identity theft.
- iv. If Client reasonably determines, following any requested review of One To One's security practices with respect to the Services (including in connection with a Client “technology due care assessment” or similar review), that there are any material gaps or deficiencies in such One To One security (e.g., if, with regard to One To One's security, Client has what is considered a “strong recommendation” under Client's technology review procedures as of the effective date of this Agreement), then the Parties shall work together in good faith to reach a mutual agreement by which to address such gaps or deficiencies.
- C. Unauthorized Access - One To One shall use commercially reasonable efforts and all efforts required by applicable laws and applicable industry standards to secure and defend the Services against “hackers” and others who may seek to breach the security of the Services including unauthorized access to the Services, or unauthorized modifications of the Services, and to rectify any such breaches or modifications.
- D. Testing - One To One shall periodically (at least annually) test the software code and other aspects of the Services for potential areas where security could be breached. One To One shall report to Client promptly any breaches of security (including breaches of One To One's security processes), failure to comply with Client security protocol and unauthorized modifications of, or access to, the Services to the extent that there existed a substantial probability that such breaches could have affected Client or information maintained pursuant to this Agreement.

- E. Client may be a covered entity as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the “HITECH Act”), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services (collectively, as amended from time to time, “HIPAA”).
- F. One To One may be a business associate as defined by HIPAA to perform Services pursuant to this Agreement or other agreements between the Parties. One To One agrees to enter into a business associate agreement with Client in the form attached hereto as Schedule E.

#### **14. BUSINESS CONTINGENCY**

One To One shall maintain a business contingency plan designed to address any emergency business shutdowns, etc. and will provide such plan to Client upon request. In the event of an actual or perceived emergency issue, disaster, disruption of the Service or an outage, One To One shall (a) promptly provide Client with notice of the same and ongoing status updates. If the Services are not reinstated within reasonable recovery times, Client shall have the right to terminate this Agreement immediately upon written notice to One To One. In the event of such termination, One To One shall be relieved of its liability under this Agreement with respect to other non-performance or non-compliance under this Agreement resulting from such emergency issue, disaster, disruption of the Service or an outage, unless One To One is guilty of negligence or other fault.

#### **15. MISCELLANEOUS PROVISIONS**

- A. The entire Agreement between the Parties with respect to the Services is expressed in the written documents, including the schedules and amendments constituting this Agreement between the Parties, and supersedes all proposals and negotiations not expressly set forth herein., except for proposals and representations about Services under this Agreement contained in the One To One Response to Client’s Request for Proposal, which representations are incorporated herein.
- B. Neither Party shall be liable to the other under any circumstances for incidental, consequential, indirect, exemplary or punitive damages of any kind under any theory, whether sounding in tort, contract or otherwise.
- C. This Agreement is entered into in Georgia and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of Georgia. State or federal courts in or encompassing Walton County, Georgia shall have sole and exclusive jurisdiction over the Parties and over any action arising out of or in connection with this Agreement or its breach, and such courts shall be the sole and exclusive venue for any such action.
- D. In the event of any dispute or disagreement between the Parties hereto, either with respect to the interpretation of any provision of this Agreement or the respect of the performance



by either Party of its duties hereunder, each of the Parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision. No formal proceedings for the judicial or other resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely, provided that either Party may seek injunctive or other equitable relief to prevent the disclosure of any confidential information or to address any other issue that may cause irreparable harm to the Party seeking such relief if action is not immediately taken.

- E. Headings provided in this Agreement are provided solely for the convenience of the parties and shall not in any manner affect the meaning or interpretation of this Agreement.
- F. No delay or failure of either party in exercising any right or power under this Agreement shall operate as a waiver of such right or power to prevent the future exercise of such right or power. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of this Agreement shall only be provided in writing.
- G. Any liabilities or obligations of either Party for acts or omissions arising prior to the termination of this Agreement, or relating to Confidential Information, indemnification, limitations of liability, payments, costs and expenses, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) the expiration or earlier termination of this Agreement, shall so survive. Notwithstanding anything contained in this Agreement, each Party does not waive any right or claim that it has or may have in the future.
- H. Nothing contained in this Agreement or in any bond or certificate or policy of insurance or in any provision of any indemnity shall be construed to be a waiver by Client of any other provision of federal, state, or local law affording Client protection from or limitation of tort or other liability.
- I. If any provision of this Agreement is found to be illegal or otherwise invalid, then the validity of the remaining provisions shall not be impaired. The Parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the effective date of this Agreement or the date of illegality, whichever is later.
- J. Neither Party shall assign, transfer, license, or resell all or any part of its rights or interest under this Agreement without first obtaining the written consent of the other Party.

EXECUTED by an authorized representative of each Party as of the date first above written.

\_\_\_\_\_

**One To One Health, LLC:**

By \_\_\_\_\_

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

Name: \_\_\_\_\_

Name: David Kinzler

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A

### SERVICES

**Services:** As of the Commencement Date, One To One shall operate an onsite Clinic and associated health services for Participants eligible to participate in the Services. [[Note: The specific location and hours of operation should be identified]]. The Services below are grouped by fixed fees or pass-through costs. In general, items included in fixed fee services are those that can be personally performed by clinic personnel as part of the services provided at Clinic. For example, there is no extra charge for the administration of allergy shots or the lab draw, but costs for allergy testing and the provision of the serum for allergy shots and/or any lab tests which are sent off to be performed by an outside laboratory, are considered pass through costs. One To One and Client agree that certain services may arise that are not currently contemplated to be provided and the Parties will agree as to those to be included in fixed fee services, and those to be considered as pass through services.

### FIXED FEE COSTS

#### Primary Care Services

- Acute care: Evaluation and treatment of acute episodic injury and illness (Infections, gastrointestinal symptoms, rashes, common illnesses, basic wound care)
- Routine annual exams and screenings
- Primary care for ongoing disease management
- Immunizations
- Administration of Allergy Shots
- Communications
- Reporting Services - EMR Reports as agreed to by the Parties

[[Note: are the personnel providing the above fixed fee services not within the staffing pass through costs below? And if so, would this not often result in double charges? This needs to be clarified; also the actual fixed fee and pass through costs should be identified]]

### PASS THROUGH COSTS

**(Pass through costs shall be reimbursed to One to One at the all-inclusive, actual cost for the services indicated below.)**

- Staffing: all costs, including but not limited to: wages, liability insurance, taxes, benefits, licensing, credentialing and continuing education
- Technology hardware and software, including but not limited to, data analytics - PEPM)
- Laboratory Testing
- Biometric Screening/Lab Draw
- Pharmacy
- Electronic Medical Record (cost varies based on provider and campaigns/messaging services chosen)
- Clinic supplies, including medical and office
- Clinic site utilities to include: internet, phone connection, maintenance, and any other similar utilities

- Marketing materials/items to promote services/programs

***Please note that the Parties anticipate that costs for wages and/or salaries shall increase annually. One To One Agrees to cap any such increase to an aggregate amount of 5%.***

**SCHEDULE B**

**FEES AND PAYMENT SCHEDULE**

**IMPLEMENTATION FEE :** \_\_\_\_\_

**PROJECTED MONTHLY COST ESTIMATE:** \$\_\_\_\_\_

<b>OPERATIONAL FIXED COST</b>	
MANAGEMENT FEE	\$ PER EMPLOYEE PER MONTH
WELLNESS PORTAL & TEXT COACHING	\$ PER EMPLOYEE PER MONTH
CALL CENTER FEE	\$ PER MONTH

<b>PASS THROUGH COSTS</b>
<b>THE SERVICES AND ITEMS LISTED ON SCHEDULE A AS PASS THROUGH COSTS SHALL BE REIMBURSED TO ONE TO ONE AT THEIR TOTAL ALL-INCLUSIVE, ACTUAL COST ON A MONTHLY BASIS.</b>

**[Note: These amounts need to be filled in. Also, it needs to be clarified if these charges are in addition to the pass through and the fixed fee charges or if there is an overlap; What does the “implementation fee” cover? What does the “Projected Monthly Cost Estimate” include?]**

**SCHEDULE C**  
**CLINIC OPERATION**

The Clinic shall be operated at a minimum of \_\_\_\_hours per week. The schedule and staffing will be determined at a later date upon the mutual agreement of the parties.

**[Note: This needs to be completed]**

**SCHEDULE D****ONE TO ONE PAY FOR PERFORMANCE PLAN****Participant Satisfaction-5% of Management fees**

One to One will put at risk 5% of its established annual Management Fee for the first year of the term of this Agreement related to the participating eligible employees' satisfaction with their overall experience with One to One. One to One will administer a quarterly satisfaction survey to participants where participants will rate their satisfaction with their overall experience with One to One. If at least 90% of the participants do not rate their satisfaction as "satisfied" or "very satisfied", then One to One will credit 5% of its annual Management Fee back to the Client.

The portion of at-risk fees attributable to Participant Satisfaction will be credited back to Client in accordance with the following scale:

<b>PERCENT OF ELIGIBLE EMPLOYEES SATISFIED OR VERY SATISFIED</b>	<b>CREDIT OF ANNUAL MANAGEMENT FEE TO CLIENT</b>
90+%	0% credited to Client
< 90%	5% credited to Client

\*For purposes of the performance metrics, Eligible Employees means active employees of Client covered by Client's group health plan.

**Client Satisfaction-5% of Management fees**

One to One will put at risk 5% of its established annual Management Fee for the first year of the term of this Agreement related to the Client's satisfaction with One to One's performance and One to One's responsiveness. If Client is not satisfied with One to One's performance and responsiveness during the first year, in Client's reasonable discretion, then One to One will credit 5% of its annual Management Fee back to the Client.

## SCHEDULE E

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (the “Covered Entity”) and **One to One Health, LLC** (the “Business Associate” or “BA”) (collectively referred to herein as the “Parties” or individually as a “Party”) to be effective as of the \_\_\_\_date\_\_\_\_\_, year\_. (“Effective Date”).

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement(s) (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “Business Associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations (45 CFR Parts 160 and 64) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology of Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921, 17931-17932 & 17934: and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the disclosure of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act and the laws of the State of Georgia.

NOW THEREFORE, in consideration of the mutual covenants contained herein which are made a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

**(A) Section 1. Definitions.**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

- (A) “Breach” shall have the same meaning as the term “breach” in 45. C.F.R. § 164.042.
- (B) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR § 164.501.
- (C) “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, which is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted, by authorized health care clinicians and staff.
- (D) “Electronic Protected Health Information” or “ePHI” shall mean Protected Health Information that is maintained in or transmitted by electronic media.
- (E) “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- (F) “Privacy Rule” shall mean the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
- (G) “Protected Health Information” or “PHI” shall have the same meaning as the term “PHI” in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf



of Covered Entity. In general, “health information” means information in any form that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care of an individual; or the past, present, or future payment for the provision of health care to an individual. “Protected health information,” for purposes of this Agreement, is health information that identifies the individual or can reasonably be used to identify the individual.

- (H) “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.
- (I) “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- (J) “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in guidance or as otherwise defined in § 13402(h) of the HITECH Act.
- (K) “Unsuccessful Security Incidents” shall mean activity such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.

**(B) Section 2. Permitted Uses and Disclosures by Business Associate.**

Except as otherwise limited in the Underlying Agreement and/or this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity or the minimum necessary rules, as follows:

- (A) Permitted Uses. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by the Covered Entity.
- (B) Data Aggregation. Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B) to the extent specifically required under the Agreement.
- (C) Permitted Disclosures. Business Associate shall not disclose PHI except for the purpose of performing the Business Associate’s obligations under the Underlying Agreement or this Agreement. If Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to notify Business Associate within five (5) days of the discovery of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- (D) Reporting Violations. Business Associate may use Protected Health Information to report violations of the law to appropriate Federal and State authorities, consistent with 164.502(j)(1).

**(C) Section 3. Prohibited Uses and Disclosures.**

- (A) Fundraising & Marketing. Business Associate shall not use or disclose PHI for fundraising or marketing purposes or any other purpose not permitted by this Agreement, the Underlying Agreement or the Privacy Rule or HITECH Act.
- (B) Restrictions. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, as required by 42 U.S.C. § 17935(a).
- (C) Remuneration. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, unless Covered Entity obtains a valid authorization from the Individual including specifications of whether the PHI can be further exchanged for remuneration by the receiving entity or as permitted by the HITECH Act, described in 42 U.S.C. § 17935(d)(2). Business Associate shall not directly or indirectly receive payment in exchange for making certain communications to individuals about a non-healthcare related or third party product or service that encourages the recipient to purchase or use the product or service unless (i) the communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication; or (ii) Covered Entity obtained a valid authorization from the Individual. However, Business Associate can make such a communication on behalf of the Covered Entity, within the scope of the Business Associate contract. This prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Underlying Agreement.

**(D) Section 4. Obligations and Activities of Business Associate.**

- (A) Compliance. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule and the HITECH Act to the same extent as Covered Entity.
- (B) Appropriate Safeguards. Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI and electronic PHI, otherwise than as permitted by the Underlying Agreement or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and electronic PHI, in accordance with 45 CFR §§ 164.308, 164.310, and 164.312. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 CFR § 164.316 and the HITECH Act, 42 U.S.C. § 17931.
- (C) Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI which was: (a) received from Covered Entity, or (b) created or received by Business Associate on behalf of Covered Entity, agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. This provision shall not, however, be deemed to provide Business Associate with a right to assign, delegate or subcontract its responsibilities, except as specifically provided in the Underlying Agreement. In the event Business Associate creates, maintains, receives or transmits electronic PHI on behalf of the Covered Entity, Business Associate shall implement the safeguards required by the Section 4(B) above with respect to electronic PHI.

(D) Duties of Business Associate Involving Breach or Unauthorized Access, Use or Disclosure of PHI.

- (1) Discovery of Breaches. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would have been known to the Business Associate.
- (2) Notification of Breach. Business Associate shall report to Covered Entity in writing of any access, use or disclosure of PHI not permitted by this Agreement or the Underlying Agreement, and any Breach of Unsecured PHI of which it becomes aware within five (5) days of discovery. Written notice shall contain: (a) the date of discovery of the Breach and the date of the Breach; (b) a listing of the identification of individuals and/or classes of individuals who are subject to the Breach; (c) a general description of the nature of the Breach; and (d) a brief description of Business Associate's investigation, mitigation and prevention efforts; and such other information as Covered Entity may reasonably require to meet its reporting obligations under 45 C.F.R. § 164.404. Business Associate shall provide Covered Entity with updates of information concerning the details of such Breach and the final results of its Risk Assessment as required in Section 4(D)(4) as needed to ensure that such information remains current.
- (3) Notification of Security Incident. Business Associate shall notify Covered Entity within five (5) days after discovery of any suspected or actual Security Incident (as such term is defined in 45 C.F.R. § 164.304). Business Associate shall mitigate, to the extent practicable, any harmful effect known to Business Associate of any such Security Incident.
- (4) Risk Assessment and Investigation. Business Associate shall perform an appropriate risk assessment immediately following the discovery of any unauthorized access, use or disclosure of PHI to determine whether use, access, or disclosure is one "that compromises the security or privacy" of the PHI. In performing the Risk Assessment, Business Associate should consider a combination of factors such as: (a) who impermissibly used the PHI or to whom the PHI was impermissibly disclosed; (b) was the impermissibly disclosed PHI returned prior to it being accessed for improper purpose; (c) the type and amount of PHI involved in the impermissible use or disclosure; and (d) the extent to which the risk to the PHI has been mitigated. The results of such Risk Assessment shall be provided to Covered Entity in writing without unreasonable delay and in no case later than ten (10) days from the date of discovery of the unauthorized access, use or disclosure, unless the Parties mutually agree to extend such ten (10) day deadline or if a law enforcement official determines that a notification would impede investigation or cause damage to national security.
- (5) Mitigation of Harm. In the event of a Breach of Unsecured PHI, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Underlying Agreement, such as promptly obtaining assurance from the recipient that the information will not be further used or disclosed in a confidentiality agreement or will be destroyed.
- (6) Notification to the Individual. It is the sole responsibility of the Covered Entity to notify its patients of any Breach of PHI, to the extent required by law. At no time, is the Business Associate to contact or speak directly to any of Covered Entity's patients/individuals who are the subject of any Breach. Any such inquiries should be directed to the Covered Entity's Compliance and/or Privacy Officer. Business Associate shall cooperate with Covered Entity as necessary to provide such notification and any details pertaining to any Breach of PHI. [The Business Associateshall arrange and pay for notification and of any associated mitigation, such as credit monitoring, if Covered Entity determines that the Breach is significant enough to warrant such measures.]

- (7) Cooperation with Law Enforcement. Business Associate shall cooperate with Covered Entity in the event law enforcement officials institute an investigation that involves a Breach of PHI under this Agreement.
- (8) Notification to Media. For a Breach of Unsecured PHI involving more than 500 individuals, it is solely the responsibility of Covered Entity to notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 CFR § 164.406. At no time is the Business Associate to contact or speak directly to the media without the prior authorization of Covered Entity. Business Associate shall cooperate with Covered Entity as necessary to provide such notification to the media.
- (9) Unsuccessful Security Incidents. The parties agree that this section satisfies any notices necessary by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted, but Unsuccessful Security Incidents (as defined in Section 1.)
- (E) Access to PHI. Business Associate agrees to provide access, at the request of Covered Entity, and in a time and manner mutually agreed upon by both parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- (F) Governmental Access to Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (G) Minimum Necessary. Business Associate agrees to use, disclose, and request (i) to the extent practicable, only the limited data set of Protected Health Information excluding direct identifiers, as defined in sec. 164.514(e)(2) of the HIPAA privacy rule; or, if needed by the entity, (ii) the minimum necessary Protected Health Information to accomplish the intended purpose of the use, disclosure, or request based on the Underlying Agreement. Business Associate agrees that prior to a disclosure; Business Associate shall determine what constitutes minimum necessary PHI to accomplish the intended purpose.
- (H) Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- (I) Amendments of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to in writing pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, in a time and manner mutually agreed upon by both parties.
- (J) Accounting of Disclosures. Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule and the HITECH Act as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three years prior to the request, and only to the extent that Business Associate maintains an Electronic Health Record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI and if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization or a copy of the written request for disclosure.

- (K) Restrictions. Business Associate agrees to comply with any communicated restrictions in the use or disclosure of PHI to which Covered Entity has agreed pursuant to 45 C.F.R. § 164.522, and any request for restrictions by an Individual that Covered Entity or Business Associate is required by law to honor, including without limitation, any request to restrict disclosures to a health plan if the disclosure is for payment or health care operations purposes and pertains solely to a health care item or service for which the Individual has paid his or her healthcare provider out of pocket in full.
- (L) Performance of Covered Entity Obligations. In the event Business Associate is to carry out any obligations of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the same Privacy Rule requirements that apply to Covered Entity in the performance of such obligations.

**(E) Section 5. Terms and Termination.**

- (A) Term. The Obligations of Business Associate set forth herein shall commence on the Effective Date and shall terminate when the Agreement terminates and shall terminate when the Agreement terminates and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, the terms of this Agreement are extended to cover such information and survive termination of this Agreement.
- (B) Termination With Cause. Upon Covered Entity's knowledge of a material breach by Business Associate to the terms of this Agreement, Covered Entity may terminate this Agreement, and sever all business relationship with Business Associate, including, the termination of the Underlying Agreement and any and all Agreements with Business Associate if the breach remains uncured for more than thirty (30) days after Covered Entity gives written notice to Business Associate of the breach. The effective date of such termination will be the 31st day from the date of the written notice of breach.
- (C) Effect of Termination. The parties acknowledge that the nature of Business Associate's services for or on behalf of Covered Entity make it infeasible for Business Associate to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Accordingly, Business Associate shall be required to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The provisions of this Section 5(D) shall survive termination of this Agreement.
- (D) Remedies In Event of Breach. Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security. Nothing in this Section 5(E) will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity. The provisions of this Section 5(E) shall survive termination of this Agreement.

**(F) Section 6. Obligations of Covered Entity to Inform Business Associate of Privacy Practices and Individual Restrictions.**

- (A) Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as

any changes to such notice.

- (B) Changes in Permitted Use. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.
- (C) Restrictions of Use. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.
- (D) Permissible Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or HITECH Act if done by Covered Entity, unless the Underlying Agreement includes provisions for, data aggregation or management and administrative activities of Business Associate.

**(G) Section 7. Insurance; Indemnification; and Limitation of Liability.**

- (A) Insurance. Commercial General Liability. Business Associate shall maintain occurrence based Commercial General Liability insurance or equivalent form with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include Bodily Injury, Property Damage, and Personal Injury.  
[Note: Risk management should be consulted as to whether this coverage and amount is appropriate, including whether occurrence based rather than claims made coverage is appropriate]]

- (B) Indemnity. To the extent allowed by law, each party hereby agrees to indemnify, defend and hold harmless the other and its parent corporation and subsidiaries, their directors, officers, agents, servants, and employees (collectively “the Indemnitees”) to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney’s fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Indemnitees may become subject to as the result of any: (i) breach of this Agreement by the indemnifying party; (ii) failure of the indemnifying party to perform its obligations hereunder; or (iii) negligence or legal fault of the indemnifying party, its directors, officers, agents, or employees, provided that the Indemniteeshall promptly notify the indemnifying party of any claim or cause of action alleged against the Indemnitees and provided that the indemnifying party shall be permitted to control the defense of said claims or causes of action alleged against the Indemnitees. The indemnifying party shall notsettle said claims or causes of action against the Indemnitees without first obtaining the

Indemnitee’s written approval. The indemnifying party will be responsible for all expenses relatedto the defense of said claims or causes of action alleged against the Indemnitees when control is given to the indemnifying party.

- (C) Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUSINESS ASSOCIATE’S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ANY CLAIMS OF ANY NATURE SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY BUSINESS ASSOCIATE UNDER THE UNDERLYING AGREEMENT OVER THE PRECEDING TWELVE (12) MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, BUSINESS INTERPRETATIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SETFORTH IN THIS SECTION SHALL APPLY EVEN IF THE PARTY HAS BEEN ADVISED OF THEPOSSIBILITY OF SUCH DAMAGES.

## Section 8. General Provisions.

- (A) Regulatory References. A reference in this Agreement to a section in the Privacy Rule and HITECH Act means the section as in effect or as amended.
- (B) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with all federal, state and local laws and regulations, including, but not limited to, the requirements of the Privacy Rule, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and the HITECH Act. This Agreement shall be changed, modified or amended only by an instrument in writing signed by a duly authorized representative of each of the Parties, effective as of the date stipulated therein and attached hereto.
- (C) Survival. The respective rights and obligations of Business Associate with respect to PHI shall survive the termination of this Agreement.
- (D) Interpretation. Should there be any conflict between the language of this Agreement and any other Agreement entered into between the Parties, the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement. Any ambiguity in this Agreement shall be solved to permit Covered Entity to comply with the Privacy Rule and HITECH Act.
- (E) Governing Law. This Agreement shall be construed in accordance with, interpreted and governed by the laws of the State of Georgia without regard to any other state's conflicts of law provisions. Any action or proceeding regarding this Agreement shall be instituted and conducted in Walton County, Georgia. The provisions of this Section 8(E) shall survive the termination of this Agreement.
- (F) Notices. Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certificated mail, postage prepaid, or personally delivered, addressed or delivered to the addresses set forth below in the signatures of this Agreement or to such other addresses as shall be furnished in writing by either party to the other party; and any such notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered. Notices pertaining to unauthorized use or access of PHI or Breaches of PHI shall be submitted to the Covered Entity's Compliance and/or Privacy Officer with contact information of Business Associate's designated representative responsible for investigating such incidents.
- (G) Entire Agreement. With regard to the subject matter herein, this Agreement supersedes prior discussions, agreements, understandings, and representations between the Covered Entity and Business Associate.

Except as set forth specifically above, the terms of the Underlying Agreement remain in full force and effect.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as by law provided.

**COVERED ENTITY:**  
**Walton County Board of Commissioners**

**BUSINESS ASSOCIATE:**

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

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

Title: \_\_\_\_\_

Title: CEO

Address: 100 N. Broad Street  
Monroe, Georgia 30655

Address:





Historic Walton County Courthouse  
111 South Broad Street  
Monroe, Georgia 30655



(770) 267-1301  
FAX:(770) 267-1400  
www.waltoncountyga.gov

## BOARD OF COMMISSIONERS

### Topic:

### Donation of ROW from Walton County to City of Monroe

The City of Monroe is in the process of improving the streetscape/sidewalks along E. Spring Street and N. Lumpkin Street adjacent to the county owned Courthouse Annex III. .001 acres or 40.90 sq. ft of right of way is needed to install new sidewalks and ADA accessible ramps as part of the project. The County Manager's recommendation is to participate in the project by donating the right of way valued at \$1,669.00 as a way of partnering on the project. Additions of updated sidewalk will only enhance access to Courthouse Annex III and all improvements will be paid by City of Monroe.

Action requested - authorize Chairman Thompson to execute all documents necessary to allow for full donation of right of way valued at \$1,669.00 associated with the project.

--

Sincerely,  
John A. Ward III  
Walton County  
County Manager

Date: \_\_\_\_\_

Board of Commissioners of Walton County  
111 East Spring Street  
Monroe, GA 30655

Re: Project Name: SR 11 (N. Broad St.): Highland Ave & N. Lumpkin St @ 3 Locations in Monroe Project  
Project Number: 0016630 (2504.002)  
Parcel Number: 018  
Parcel ID Number: M0140153  
Property Address: 111 East Spring Street

Dear Board of Commissioners of Walton County,

The City of Monroe is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, 0.001 acres or 40.90 square feet of your property in fee simple, and 307.70 square feet of temporary construction easement will be needed. This is more particularly shown highlighted on the plat attached to the option with this letter.

After careful consideration, the estimate of value of the property and/or rights to be purchased is \$1,669.00. This estimate of value is based upon verified market sales of similar properties provided by a state certified real estate appraiser and include values for existing improvements such as fencing, landscaping, etc.

Enclosed for you review are the following documents:

1. Summary Statement Basis for Just and Adequate Compensation
2. Option to Purchase Real Estate with Exhibits
3. Copies of the Right-of-Way plan, data table, cross-sections, driveway profiles
4. GDOT Brochure, Incidental Payment Form
5. Right-of-Way W-9 Form

If you will agree to the terms expressed herein by signing the enclosed "Option to Purchase Real Estate" and returning it to the undersigned, it will be promptly submitted for closing and payment.

Yours very truly,



Land Acquisition Agent

Attachment(s)

## Summary Statement Basis For Just and Adequate Compensation

1. PROJECT #: 0016630 (2504.002)	County: Walton	Parcel: 018
2. OWNER NAME/MAILING ADDRESS:	Board of Commissioners of Walton County	
3. PROPERTY ADDRESS: 111 East Spring Street, Monroe, GA 30655		
4. FAIR MARKET VALUE (see attached Market Data Information): <b>\$ 1,669.00</b>		

Right of Way: <u>40.90</u> SF X \$ <u>6.00</u> SF =	\$ 245.00
Permanent Easement: <u>N/A</u> SF X \$ <u>N/A</u> SF X <u>50%</u> =	\$ N/A
Temporary Easement: <u>307.70</u> SF X \$ <u>6.00</u> SF X <u>50%</u> =	\$ 923.00
Estimated Value of Improvement(s): Site Improvements - grass	\$ 500.00
Cost to Cure:	\$ N/A
Damage to Trade Fixtures:	\$ N/A
Estimated Value of all consequential or severance damages:	\$ N/A
 Estimated Value of REMAINDER:	 \$ N/A

TOTAL ESTIMATED FAIR MARKET VALUE: Without the Remainder	\$ 1,669.00
Including the Remainder	\$ N/A

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests

NAME	KIND OF INTEREST	ESTIMATED VALUE
Total Estimated Fair Market Value:		\$1,669.00

6. If you wish to retain and remove the items listed in the Special/Other Provision section on the Option for Right of Way GDOT will:

(a) Deduct at Closing \$ \_\_\_\_\_ (Retention Value)

(b) Deduct at Closing \$ \_\_\_\_\_ (Performance Bond)

Total Withheld at Closing \$ \_\_\_\_\_

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 9/26/22 PREPARED BY: Lynn Wigington  
Staff Negotiator

Revised June 2020

## Market Data Information

PROJECT. SR 11 Highland Ave & N Lumpkin ST COUNTY Walton/City of Monroe

SALE NO.	DATE	GRANTOR	GRANTEE	RECORDED BOOK	PAGE	LOCATION	SALES PRICE	SIZE	PER UNIT VALUE	HIGHEST & BEST USE	REMARKS
1	07/2019	Jose H. Poquez	E. Kenneth Murray, Sr.	4418	8	720 Breedlove Drive	\$195,000	219,542 SF	\$0.89/SF	Commercial	Commercial Lot
2	12/2020	William & Claudette Shea Living Trust	Shadrach Meschach & Abednego	4744	358	114 W. Fambrough Street	\$16,000	10,019 SF	\$1.60/SF	Commercial	Commercial Lot
3	8/2020	William & Claudette Shea Living Trust	Sean Holmes	4653	431	324 W. Spring Street	\$15,000	7,405 SF	\$2.03/SF	Commercial	Commercial Lot
4	05/2018	Jean M. McDonald	Taylor's 24 HR Wrecker Service, LLC	4226	330	W/s Adamson Drive	\$53,000	144,619 SF	\$0.37/SF	Commercial	Commercial Lot
5	10/2018	Edith Bell Estate	Shamsun Naher	4296	319	511 N. Broad Street	\$80,000	46,609 SF	\$1.72/SF	Commercial	Commercial Lot
6	10/2021	Debbie Jackson	Urvisch Patel	5003	219	1865 Highway 138	\$400,000	99,752 SF	\$4.01/SF	Commercial	Commercial Lot
7	01/2022	Frances Jackson	Not Yet Recorded	Not Yet Recorded	Not Yet Recorded	705 N Broad Street	\$1,000,000	147,233 SF	\$6.79/SF	Commercial	Commercial Lot

Sales Verification and Source: Sales verified through Deed/Seller Affidavits and through Grantor/Grantee/Broker

### OPTION TO PURCHASE REAL ESTATE

**Project:** SR 11 (N. Broad St.): Highland Ave & N. Lumpkin St @ 3 Locations in Monroe Project  
**P. I. Number** 0016630 (2504.002)  
**Parcel #** 018  
**Tax Parcel ID #** M0140153

GEORGIA, Walton, County

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Monroe, Walton County an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 65 of the 3rd District, 419 Section/GMD, of Walton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of **\$1,669.00** the undersigned agrees to execute and deliver to the City of Monroe, Walton County fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
  - 40.90 Square Feet of Right of Way
  - 307.70 Square Feet of Temporary Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, Sealed and Delivered  
in the presence of:

Board of Commissioners of Walton County

Witness

X \_\_\_\_\_ (L.S)

Notary Public

\_\_\_\_\_ (L.S)

ACCEPTED BY:

Date

Local Sponsor

### OPTION TO PURCHASE REAL ESTATE

**Project:** SR 11 (N. Broad St.): Highland Ave & N. Lumpkin St @ 3 Locations in Monroe Project  
**P. I. Number** 0016630 (2504.002)  
**Parcel #** 018  
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Donation - \$0.00 Initials \_\_\_\_\_

For the sum of ~~\$1,669.00~~ the undersigned agrees to execute and deliver to the City of Monroe, Walton County fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

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- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, Sealed and Delivered  
in the presence of:

Board of Commissioners of Walton County

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(L.S)

ACCEPTED BY:

Date

\_\_\_\_\_  
Local Sponsor

DATE: \_\_\_\_\_

P.I. #: M0140153 PROJECT NO.: 0016630 (2504.002) COUNTY: Walton PARCEL: 018

NAME: Board of Commissioners of Walton County PHONE#: \_\_\_\_\_

SS# or FEI# \_\_\_\_\_

PROPERTY ADDRESS: 111 East Spring Street, Monroe, GA 30655

MAILING ADDRESS: \_\_\_\_\_

**SUBJECT: AVAILABILITY OF INCIDENTAL PAYMENTS**

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Local Government purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be **your** responsibility to provide to the Department of Transportation copies of your paid receipt(s) as described in Property Tax Payments section below.

1. **Property Tax Payments are handled as follows:**

A. **For Total Acquisition of your property (by Local Government)**, a deduction for your pro-rata share of the taxes will be withheld at closing. Then, upon receipt of your property tax bill for the current year of acquisition, you should immediately forward the property tax bill to the Local Government (at address below) along with this letter for payment to tax authority.

B. **For Partial Acquisition of your property (by Local Government)**, the Local Government will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Local Government upon receiving a copy of your paid tax bill receipt. Paid property tax receipt(s) must be mailed to the Local Government with this letter and a completed W9 to the address below.

Logan Propes, City Administrator  
City of Monroe  
215 N Broad Street, Monroe, GA 30655  
(770) 267-3429

2. **Survey Work Reimbursements are handled as follows:**

You may also be eligible for reimbursement for **reasonable** survey fees to re-establish **existing** property corner pins that were removed as a result of construction of the project. Please note that it is your responsibility to obtain pre-approval from your assigned Right of Way agent, and to confirm construction completion prior to going forward with affected pin replacement. Your assigned Right of Way Agent for survey incidental benefits is:

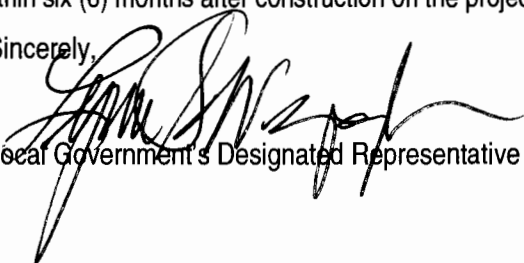
Right of Way Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

- (1) Contact your Right of Way Agent before proceeding with survey; send estimate and obtain pre-approval.
- (2) Your Right of Way Agent will need this completed claim form, survey estimate, and paid receipt in order to submit claim to General Office for reimbursement.

<b>Survey Pre-Approval: For Department Use Only</b>		
Survey Estimate Amt: \$ _____	Date of Estimate: _____	Survey Reimbursement Amt Approved: _____
Pre-approved Signature (for Reimbursement): _____, GDOT Right of Way Project Manager		

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and the attached W9 is required. You must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,



Local Government's Designated Representative



# Right of Way Acknowledgement Form

Date:

0016630 (2504.002)  
SR 11 (N. Broad St.): Highland  
Ave & N. Lumpkin St @ 3  
 PI# Locations in Monroe Project COUNTY Walton PARCEL 018

OWNER NAME/BUSINESS: Board of Commissioners of Walton County

PROPERTY ADDRESS: 111 East Spring Street

MAILING ADDRESS:

*I, the above named, do hereby certify that I have this date received a copy of the offer package containing the following:*

- I, the above named, do hereby certify that I have this date received a copy of the Brochure "**What Happens When Your Property is Needed for a Transportation Facility**".
- Right of Way Plans/Cross-sections and Driveway Profile detailed below:

Right of Way plans, dated: 2/3/2022 , Last revised:

**Roadway cross-section plans**

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

**Driveway profiles (if applicable)**

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

- Official Offer Letter
- Summary Statement Basis for Just and Adequate Compensation
- Market Data Information
- Availability of Incidental Payments: Claim Form
- Option to Purchase Real Estate

*I (We) also acknowledge that the Right of Way Specialist, representing the Project has satisfactorily explained the above documents to me (us).*

X  
 \_\_\_\_\_  
 (SIGNATURE)

Right of Way Specialist:

*[Handwritten Signature]*

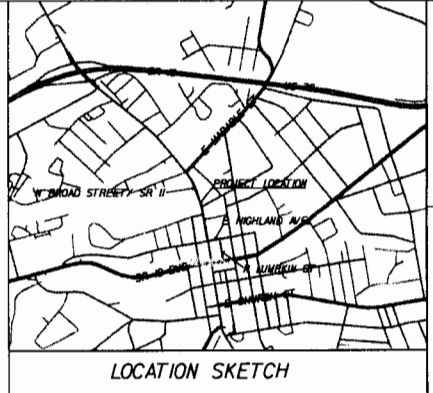
Phone #: 770-971-5407

EMAIL: lwigington@croymg.com

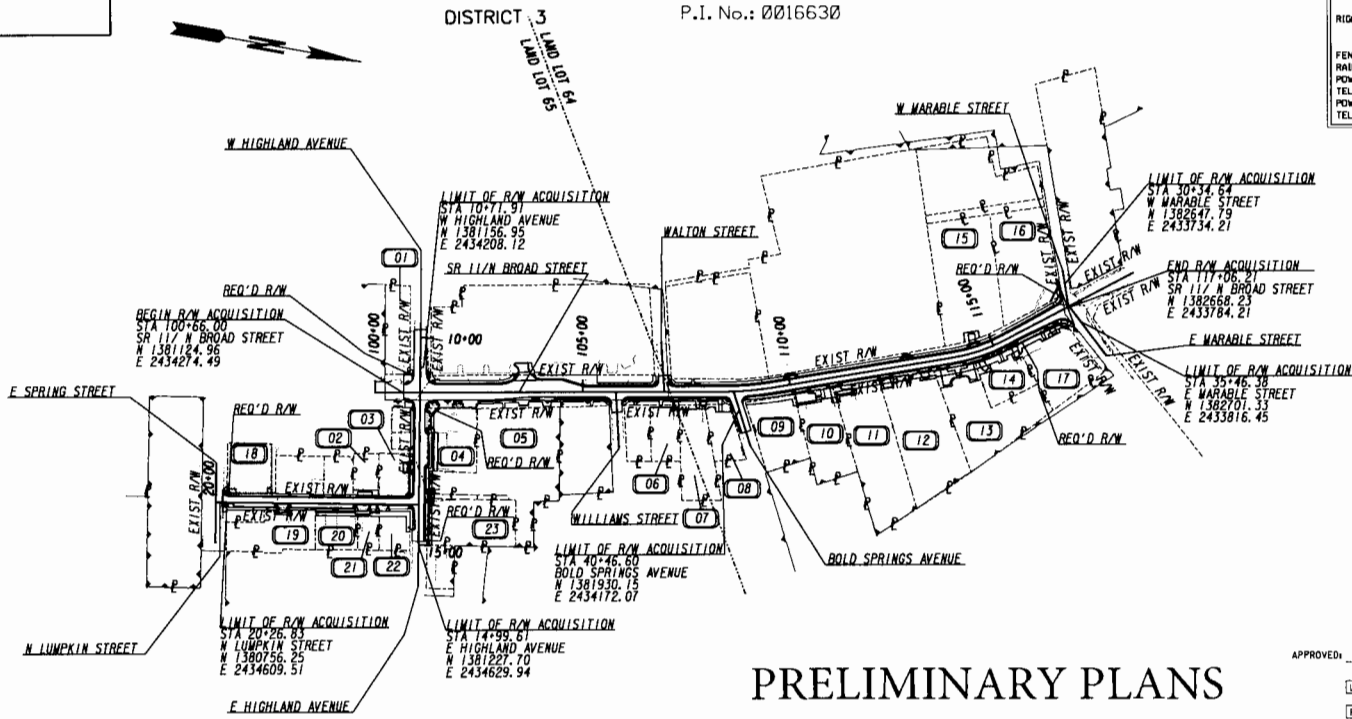
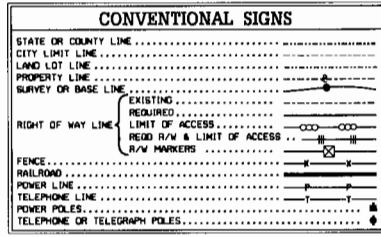
# DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

## RIGHT OF WAY OF PROPOSED SR 11; HIGHLAND AVE & N LUMPKIN ST @ 3 LOCS IN MONROE WALTON COUNTY FEDERAL AID PROJECT

FEDERAL ROUTE No.: N/A  
STATE ROUTE No.: 11  
P.I. No.: 0016630



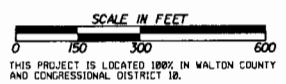
NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE  
GRID CO-ORDINATES BASED ON THE GA. STATE PLANE  
CO-ORDINATE SYSTEM OF 1984.  
HORIZONTAL DATUM : NAD 83/84 HARN  
VERTICAL DATUM : NAVD 1988



<b>MID-POINT COORDINATES</b>	
STA 108+75.00	
N 1381920.5723	
E 2434127.9939	
LAND LOT: 64.65	
LAND DISTRICT: 3	
GWD: 419	

P. I. No. : 0016630  
WALTON COUNTY

LENGTH OF RIGHT OF WAY PROJECT	COUNTY NO. 297
	MILES
NET LENGTH OF RIGHT OF WAY	0.31
NET LENGTH OF BRIDGES	0.00
NET LENGTH OF EXCEPTIONS	0.00
GROSS LENGTH OF RIGHT OF WAY	0.31



### PRELIMINARY PLANS

**Keck+Wood**  
COLLABORATION BY DESIGN  
3090 Premiere Parkway, Suite 200  
Duluth, GA 30097  
(678) 417-4000 keckwood.com

PLANS PREPARED BY  
Wilton R. Renwick, P.E.  
Keck & Wood, Inc.

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
TROY HILL STATE RIGHT OF WAY ADMINISTRATOR

LOCATION AND DESIGN APPROVAL DATE: \_\_\_\_\_

PLANS COMPLETED DATE: 02-03-2022

REVISIONS:


DRAWING No. 60-0001

PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
PARCEL 13 GRAYSON CENTER, LLC. RECD DWMY. EASMT. DE5009				
DE5006	67.00 R	114+47.69		SR 11/W Broad St
ARC LENGTH = 28.58				
CHORD BEAR = S 25°05'46.1" E				
LNTH CHORD = 28.58				
RADIUS = 492.00				
DEGREE = 11°38'43.7"				
DE5007	67.00 R	114+23.00		SR 11/W Broad St
DE5008	34.77 R	114+23.00		SR 11/W Broad St
DE5009	50.00 R	114+16.83		SR 11/W Broad St
ARC LENGTH = 24.10				
CHORD BEAR = S 21°08'50.9" E				
LNTH CHORD = 24.00				
RADIUS = 495.00				
DEGREE = 12°03'44.2"				
DE5010	50.00 R	113+95.27		SR 11/W Broad St
DE5011	50.00 R	113+94.44		SR 11/W Broad St
DE5012	55.77 R	113+95.00		SR 11/W Broad St
DE5013	67.00 R	113+95.00		SR 11/W Broad St
DE5014	67.00 R	113+95.19		SR 11/W Broad St
DE4001	39.00 R	113+49.91		SR 11/W Broad St
DE4002	39.00 R	113+95.27		SR 11/W Broad St
ARC LENGTH = 55.81				
CHORD BEAR = N 23°04'28.1" W				
LNTH CHORD = 55.79				
RADIUS = 464.00				
DEGREE = 12°20'53.6"				
DE4003	39.00 R	114+46.39		SR 11/W Broad St
DE5005	67.00 R	114+47.69		SR 11/W Broad St
NUMBER OF DRIVEWAYS = 1				
PARCEL 14 GRAYSON CENTER, LLC. RECD R/W DE2004				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE20012 24.50 R 115+48.71 SR 11/W Broad St				
DE20013 24.50 R 115+51.71 SR 11/W Broad St				
ARC LENGTH = 91.01				
CHORD BEAR = S 32°17'14.9" E				
LNTH CHORD = 90.86				
RADIUS = 445.50				
DEGREE = 12°44'47.6"				
DE20014 24.50 R 114+45.66 SR 11/W Broad St				
DEGREE = S 60°21'09.7" W				
10637 21.71 R 114+45.51 SR 11/W Broad St				
DEGREE = N 32°17'38.9" W				
20068 23.40 R 115+48.68 SR 11/W Broad St				
DEGREE = N 50°16'27.2" E				
DE20012 24.50 R 115+48.71 SR 11/W Broad St				
RECD R/W = 426.50 SF				
RECD R/W = 0.010 ACRES				
REMAINER = +/- 0.30 ACRES				

PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
PARCEL 14 GRAYSON CENTER, LLC. RECD EASMT. DE6011				
DE40032 37.00 R 115+49.07 SR 11/W Broad St				
DE40033 37.00 R 115+31.71 SR 11/W Broad St				
ARC LENGTH = 15.99				
LNTH CHORD = 15.99				
RADIUS = 462.00				
DEGREE = 12°24'06.1"				
DE40034 37.00 R 115+17.00 SR 11/W Broad St				
DE40035 45.00 R 115+17.00 SR 11/W Broad St				
ARC LENGTH = 23.22				
LNTH CHORD = 23.22				
RADIUS = 410.00				
DEGREE = 12°11'25.1"				
DE40036 45.00 R 114+96.00 SR 11/W Broad St				
DE40037 39.00 R 114+96.00 SR 11/W Broad St				
ARC LENGTH = 54.16				
LNTH CHORD = 54.13				
RADIUS = 464.00				
DEGREE = 12°20'53.6"				
DE40029 39.00 R 114+46.39 SR 11/W Broad St				
DE20014 24.50 R 114+45.66 SR 11/W Broad St				
ARC LENGTH = 91.01				
CHORD BEAR = N 32°17'14.9" W				
LNTH CHORD = 90.86				
RADIUS = 445.50				
DEGREE = 12°44'47.6"				
DE20013 24.50 R 115+51.71 SR 11/W Broad St				
DE20012 24.50 R 115+48.71 SR 11/W Broad St				
ARC LENGTH = 12.51				
LNTH CHORD = 12.51				
RADIUS = 464.00				
DEGREE = 115°49.07"				
DE40032 37.00 R 115+49.07 SR 11/W Broad St				
RECD EASMT = 1656.70 SF				
RECD EASMT = 0.038 ACRES				
PARCEL 14 GRAYSON CENTER, LLC. RECD DWMY. EASMT. TRACT 1 DE5010				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE50035 39.00 R 114+75.00 SR 11/W Broad St				
DE50036 35.00 R 114+75.00 SR 11/W Broad St				
ARC LENGTH = 31.45				
LNTH CHORD = 31.45				
RADIUS = 480.00				
DEGREE = 12°36'11.8"				
DE50037 55.00 R 114+47.15 SR 11/W Broad St				
DE40029 39.00 R 114+46.39 SR 11/W Broad St				
ARC LENGTH = 31.23				
LNTH CHORD = 31.23				
RADIUS = 464.00				
DEGREE = 12°20'53.6"				
DE50035 39.00 R 114+75.00 SR 11/W Broad St				
PARCEL 14 GRAYSON CENTER, LLC. RECD DWMY. EASMT. TRACT 2 DE5011				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE50038 55.00 R 115+49.59 SR 11/W Broad St				
DE50039 55.00 R 115+48.75 SR 11/W Broad St				
DE50040 37.00 R 115+28.64 SR 11/W Broad St				
ARC LENGTH = 1.34				
LNTH CHORD = 1.34				
RADIUS = 462.00				
DEGREE = 12°24'06.1"				
DE40033 37.00 R 115+31.71 SR 11/W Broad St				
DE40032 37.00 R 115+49.07 SR 11/W Broad St				
DE50038 55.00 R 115+49.59 SR 11/W Broad St				
TOTAL NUMBER OF DRIVEWAYS = 2				

PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
PARCEL 15 MORRIS HISTORIC PROPERTIES, LLC. RECD DWMY. EASMT. DE5012				
DE50041 30.74 L 114+35.01 SR 11/W Broad St				
DE50042 52.81 L 114+37.88 SR 11/W Broad St				
DE50043 46.81 L 114+76.10 SR 11/W Broad St				
DE50044 29.28 L 114+47.22 SR 11/W Broad St				
ARC LENGTH = 12.23				
LNTH CHORD = 12.23				
RADIUS = 312.63				
DEGREE = 18°19'37.4"				
10629 24.16 R 114+61.05 SR 11/W Broad St				
LNTH CHORD = 24.16				
RADIUS = 465.54				
DEGREE = 12°18'26.4"				
DE50041 30.74 L 114+35.01 SR 11/W Broad St				
NUMBER OF DRIVEWAYS = 1				
PARCEL 16 MORRIS HISTORIC PROPERTIES, LLC. RECD R/W DE2005				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE20015 31.01 L 116+71.94 SR 11/W Broad St				
DE20016 42.91 L 116+66.21 SR 11/W Broad St				
DE20016 56.83 L 117+06.21 SR 11/W Broad St				
20095 31.19 L 116+59.83 SR 11/W Broad St				
DEGREE = 25.89				
DE20015 31.01 L 116+71.94 SR 11/W Broad St				
RECD R/W = 331.19 SF				
RECD R/W = 0.008 ACRES				
REMAINER = +/- 0.78 ACRES				
PARCEL 17 DAVID F. & WILLIS DICKINSON RECD R/W DE2006				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE20017 43.24 R 116+19.60 SR 11/W Broad St				
DE20018 21.79 R 116+60.50 SR 11/W Broad St				
DE20019 24.50 R 115+42.15 SR 11/W Broad St				
DE20012 24.50 R 115+48.71 SR 11/W Broad St				
DEGREE = 1.10				
20068 23.40 R 115+48.68 SR 11/W Broad St				
DE20031 22.85 R 116+62.20 SR 11/W Broad St				
DE10032 33.00 R 116+17.81 SR 11/W Broad St				
DE20017 43.24 R 116+19.60 SR 11/W Broad St				
RECD R/W = 432.43 SF				
RECD R/W = 0.010 ACRES				
REMAINER = +/- 0.47 ACRES				

PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
PARCEL 17 DAVID F. & WILLIS DICKINSON RECD EASMT. DE4012				
DE40038 50.80 R 116+81.08 SR 11/W Broad St				
DE40039 37.00 R 116+54.03 SR 11/W Broad St				
DE40040 37.00 R 116+29.00 SR 11/W Broad St				
DE40041 45.00 R 116+29.00 SR 11/W Broad St				
DE40042 45.00 R 116+08.00 SR 11/W Broad St				
DE40043 37.00 R 116+08.00 SR 11/W Broad St				
DE40044 37.00 R 115+56.00 SR 11/W Broad St				
DE40045 45.00 R 115+56.00 SR 11/W Broad St				
DE40046 45.00 R 115+49.30 SR 11/W Broad St				
DE20012 24.50 R 115+48.71 SR 11/W Broad St				
DE20019 24.50 R 115+42.15 SR 11/W Broad St				
DE20018 21.79 R 116+60.50 SR 11/W Broad St				
DE20017 43.24 R 116+19.60 SR 11/W Broad St				
DE40038 50.80 R 116+81.08 SR 11/W Broad St				
RECD EASMT = 1605.38 SF				
RECD EASMT = 0.037 ACRES				
PARCEL 17 DAVID F. & WILLIS DICKINSON RECD DWMY. EASMT. DE5013				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE50045 37.00 R 116+57.00 SR 11/W Broad St				
DE50046 45.00 R 116+57.00 SR 11/W Broad St				
DE40041 45.00 R 116+29.00 SR 11/W Broad St				
DE50045 37.00 R 116+57.00 SR 11/W Broad St				
NUMBER OF DRIVEWAYS = 1				
PARCEL 18 HENRY S. POWELL/OWNER OF WALTON COUNTY RECD EASMT. TRACT 1 DE4014				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE40050 22.10 L 21+24.59 N Lumpita St				
DE40051 35.00 L 5 80°28'42.3" W N Lumpita St				
DE40052 36.08 L 21+33.35 N Lumpita St				
DE40050 22.10 L 21+24.59 N Lumpita St				
RECD EASMT = 122.17 SF				
RECD EASMT = 0.003 ACRES				
PARCEL 18 TOTAL RECD EASMT = .004 ACRES				
PARCEL 18 RECD EASMT TRACT 2 = .003 ACRES				
TOTAL: TRACT 1 + TRACT 2 = .007 ACRES				
PARCEL 19 OGDEN JEN MORRIS RECD DWMY. EASMT. DE5014				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE50047 17.31 R 21+77.94 N Lumpita St				
DE50048 27.50 R 21+77.94 N Lumpita St				
DE50049 27.50 R 21+38.98 N Lumpita St				
DE50050 17.41 R 21+38.98 N Lumpita St				
DE50047 17.31 R 21+77.94 N Lumpita St				
NUMBER OF DRIVEWAYS = 1				
PARCEL 20 LLI WILLIAMS PROP. INC. RECD EASMT. DE4015				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE40053 29.43 R 23+41.64 N Lumpita St				
DE40054 29.43 L 5 9°31'17.7" E N Lumpita St				
DE40055 17.15 R 22+40.75 N Lumpita St				
20011 16.81 R 23+41.64 N Lumpita St				
DE40053 29.43 R 23+41.64 N Lumpita St				
RECD EASMT = 1254.17 SF				
RECD EASMT = 0.029 ACRES				
TOTAL LOT SIZE = 0.22 ACRES				
PARCEL 21 LLI WILLIAMS PROP. INC. RECD EASMT. DE4016				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE40056 29.43 R 23+92.74 N Lumpita St				
DE40053 29.43 R 23+41.64 N Lumpita St				
20011 16.81 R 23+41.64 N Lumpita St				
20013 16.63 R 23+92.65 N Lumpita St				
DE40055 29.43 R 23+92.74 N Lumpita St				
RECD EASMT = 649.54 SF				
RECD EASMT = 0.015 ACRES				
TOTAL LOT SIZE = 0.11 ACRES				
PARCEL 22 ABS EQUIPMENT, LLC. RECD EASMT. DE4017				
PNT	OFFSET/	STATION/	BEARING	ALIGNMENT
DE40057 66.52 R 24+67.51 N Lumpita St				
DE40058 66.52 R 24+57.91 N Lumpita St				
DE40059 29.43 R 5 80°28'42.3" W N Lumpita St				
DE40056 29.43 R 23+92.74 N Lumpita St				
20013 16.63 R 23+92.65 N Lumpita St				
20015 16.39 R 24+67.49 N Lumpita St				
DE40057 66.52 R 24+67.51 N Lumpita St				
RECD EASMT = 1321.73 SF				
RECD EASMT = 0.030 ACRES				
TOTAL LOT SIZE = 0.16 ACRES				

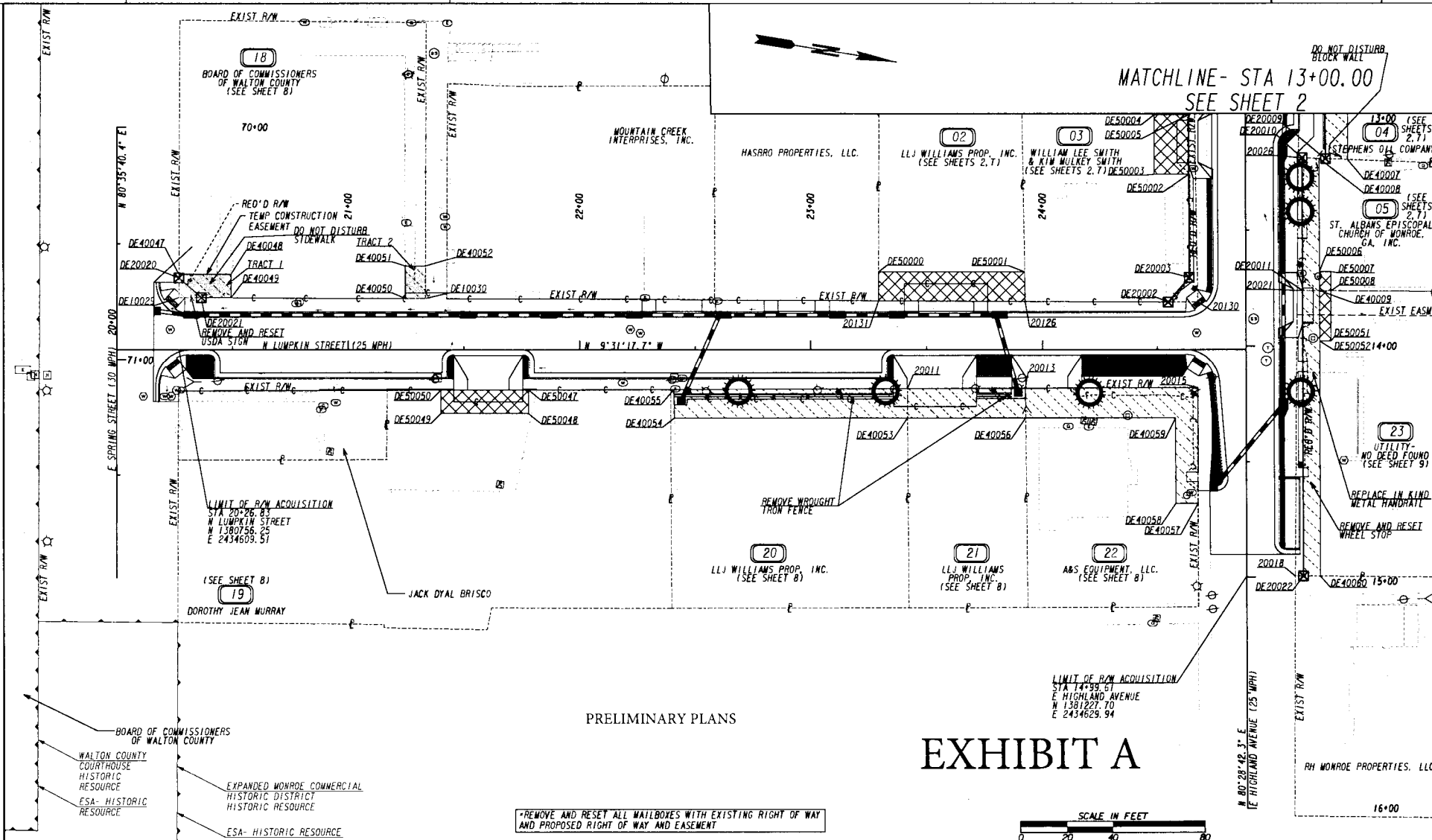
PRELIMINARY PLANS



DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAP  
PROJECT NO: P. 1. 0016630  
COUNTY: WALTON  
LAND LOT NO: 64, 65  
LAND DISTRICT: 3  
LMO: 419  
DATE 02-03-2022 SH 8 OF 9

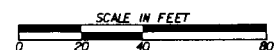
2/14/2022 dbr/psl PLOT-V8 gpl/aborder-V81-P0\_1p1 0016630.60-0006.dgn P.I. No. 0016630



PRELIMINARY PLANS

# EXHIBIT A

\*REMOVE AND RESET ALL WALLBOXES WITH EXISTING RIGHT OF WAY AND PROPOSED RIGHT OF WAY AND EASEMENT



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS RED'D R/W & LIMIT OF ACCESS ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)		<b>Keck+Wood</b> COLLABORATION BY DESIGN 3090 Premiere Parkway, Suite 200 Duluth, GA 30097 (678) 417-4000 keckwood.com	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO.: P. I. 0016630 COUNTY: WALTON LAND LOT NO.: 65 LAND DISTRICT: 3 SMD: 419 DATE 02-03-2022 SH 6 OF 9



### WAIVER LETTER/ DONATION FORM

DATE: \_\_\_\_\_

NAME: Board of Commissioners of Walton County  
STREET: 111 East Spring Street  
CITY/STATE: Monroe, GA 30655

**RE: PROJECT:**SR 11 (N. Broad St.): Highland Ave & N. Lumpkin St @ 3 Locations in Monroe Project  
**P. I. #:**0016630 Croy (2504.002)  
**COUNTY:** Walton  
**PARCEL #:** 018

Dear Board of Commissioners of Walton County,

This is to advise that plans are underway for the construction of SR 11 (N. Broad St.): Highland Ave & N. Lumpkin St @ 3 Locations in Monroe Project.

The proposed construction will require additional rights of way and/or easement. The plans indicate that you are one of the property owners from which right of way and/or easement must be acquired, as indicated on the attached plat. Our Right of Way Agent will be glad to point out the location of the required acquisition on the ground and accompany you on an inspection of this area if you so desire.

The construction of this project is to be financed with State and/or Federal funds. It is the responsibility of the State/County to acquire the necessary right of way for the project. The acquisition affecting your property allows you one of the following three options concerning real estate appraisals:

Please indicate your choice by executing one of the following:

- 1. I desire the offer of fair market value (just compensation) to be based upon a formal real estate appraisal.

\_\_\_\_\_(L.S.)

- 2. I desire to donate my property which is required for right of way, and do ( ) do not ( ) desire a formal appraisal.

\_\_\_\_\_(L.S.)

- 3. I desire to negotiate with the DOT for the required right of way settlement, for an amount of money or services, based on a streamlined procedure known as "Estimate of Appraisal Calculation". This estimate procedure is based upon market data, but does not utilize a formal real estate appraisal. If I reach an agreement with the DOT utilizing this procedure, a formal appraisal will not be done. If I do not reach an agreement with the DOT using this streamlined procedure, DOT will prepare/have prepared a formal real estate appraisal from which the offer of fair market value will be based.

\_\_\_\_\_(L.S.)

Rev. 08-01-2010



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

Item 11.1.

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

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: October 27, 2022

RE: Emergency Power Upgrades RFP

Ms. Hawk,

In accordance with the Walton County Purchasing Policy we advertised a Request for Proposals to provide equipment and installation of emergency backup power generators at several locations. The locations are, Fire Stations # 8, 9 and 10, The Emergency Management Office, Public Works Building C and a towable generator that could be utilized at any of the 911 radio towers and the 911 Center. We received three proposals listed below.

Legacy Electric----- \$282,834.80  
Data Power Source----- \$313,325.00  
Current Edge Solutions, LLC-- \$400,429.00

It is my recommendation that the Board of Commissioners accept the proposal of **\$282,834.80** from Legacy Electric. Legacy Electric is a local company and has performed similar projects for the County without issue and their experience and qualifications have been verified to the County's satisfaction.

Hank Shirley, Director  
Facilities/Risk Mgmt. Dept.