



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, June 04, 2024 at 6:00 PM

Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia

Phone: 770-267-1301 | Fax: 770-267-1400

AGENDA

1. PRESENTATIONS

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. PLANNING COMMISSION RECOMMENDATIONS

4.1. Approval with Conditions - LU24010014 & Z24010015 - Land Use Change from Conservation to Hwy. Corridor and rezone 9.11 acres from A1 to M1 for climate controlled self-storage and office warehouse - Applicant: David A. Carruth/Owner: AHC Bentley Bold LLC - Property located at Hwy. 81 & 4742 Bentley Rd./Map/Parcel C070050 - District 5

Conditions: 1) All area developed for self-storage shall be fenced with a minimum of 6" vinyl coated chain link fence and landscape shrubs or evergreen trees shall be established onlong the side fronting Bentley Road and the rear where adjoining the residual Carruth property; 2) Gated access to the self-storage shall limit access from 7:00 a.m. until 10:00 p.m., 7 days a week; 3) All exterior lighting shall be directed downward; 4) Office-Warehouse areas shall be limited in hours of operation from 7:00 a.m. until 10:00 p.m., 7 days a week and no retail shall be allowed; 5) The sides of the office-warehouse fronting Hwy. 81 and Bentley road shall have a blend of brick or rock facade; 6) There shall be a traffic study conducted to determine the possible improvement of the turn radius on Bentley Road at the intersection of Hwy. 81; 7) Every effort shall be made to establish an entrance with right turn in and out only on Hwy. 81 located at a point most closely located to the property at 7973 Hwy. 81 (Vallus solar Farm). Also, an entry shall be established on Bentley Road with a de-cel and accel lane and located at the furthest point possible from the intersection of Bentley Road and Hwy. 81.

4.2. Denial of Z124020015 - Rezone 4.80 acres from A2 to B2 for resale - Applicant: Craig Hayes/Owner: 2424 Hwy. 278 LLC - Property located at 2424 Hwy. 278 & 2404 Hwy. 278/Map/Parcel C1580020 & 21 - District 4 (Owner is requesting withdrawl)

4.3. Approval of Z24020017 - Rezone 17.00 acres from A1 to A for beef cattle business - Applicants/Owners: William & Gina Hockaday - Property located at 26 Social Circle Fairplay Rd, Social Circle, Fairplay Rd. & Pannell Rd./Map/Parcels C1850043 & 41A - District 4

4.4. Denial of Z24030001 - Rezone 2.24 acres from B2 to M1 for portable concrete plant - Applicant: Norman L Kennebrew/Owner: Phillip Ozburn - Property located at 2435 Hwy. 278 & Hwy. 278/Map/Parcels C1580075D00 & 75H00 -District 4

5. PLANNING & DEVELOPMENT

5.1. Annexation Request - City of Loganville - 60.213 acres located on Hwy. 20 and Tuck Road

5.2. Adoption Resolution - Capital Improvements Element Annual Update

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

6.1. Approval of May 7, 2024 Meeting Minutes

6.2. Contracts & Budgeted Purchases of \$25,000 or Greater

6.3. Bullet Proof Vest Grant Application - Sheriff's Office

6.4. Agreement - Department of the Navy - Lease of Night Vision Equipment - Sheriff's Office

6.5. Amendment to Inmate Medical Agreement - Correct Health

6.6. Contract for Services - Alcovy Leadership and Character Development Program, LLC - Juvenile Court

6.7. Walton County Water - 2024 Water Charge Offs

6.8. Approval of Uncollectable Property - Tax Commissioner

6.9. DebtBook Software Agreement - Renewal

6.10. WEMC Lighting Agreement - Hwy. 81 and Ozora Church Road

6.11. IGA Amendment - Loganville Library

7. RESOLUTIONS

7.1. Walton Co. Commodities Point of Distribution Plan (CPOD) - EMA

7.2. FY24 Budget Amendments and Project Length Budgets

7.3. Authorizing Chairman to amend the FY24 Budget as part of the fiscal year closing process

7.4. Adoption of FY25 Budget

8. DISCUSSION

8.1. County Manager's Report/Update

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

10. ANNOUNCEMENTS

11. EXECUTIVE SESSION

12. ADJOURNMENT

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

People wanting to make a Public Comment before the Board of Commissioners must complete 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.



Planning and Development Department Case Information

Case Number: LU24010014 and Z24010015

Meeting Dates: Planning Commission 03-07-2024 – Tabled until 04-11-2024-
Case continued to 05-02-2024
Board of Commissioners 06-04-2024

Applicant:
David A Carruth
4761 Bentley Road
Monroe, Georgia 30656

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

Current Zoning: A1

Request: Land Use Change from Conservation to Highway Corridor and Rezone 9.11 acres from A1 to M1 for climate controlled self-storage and office warehouses.

Address: Highway 81 and 4742 Bentley Road, Monroe, Georgia 30656

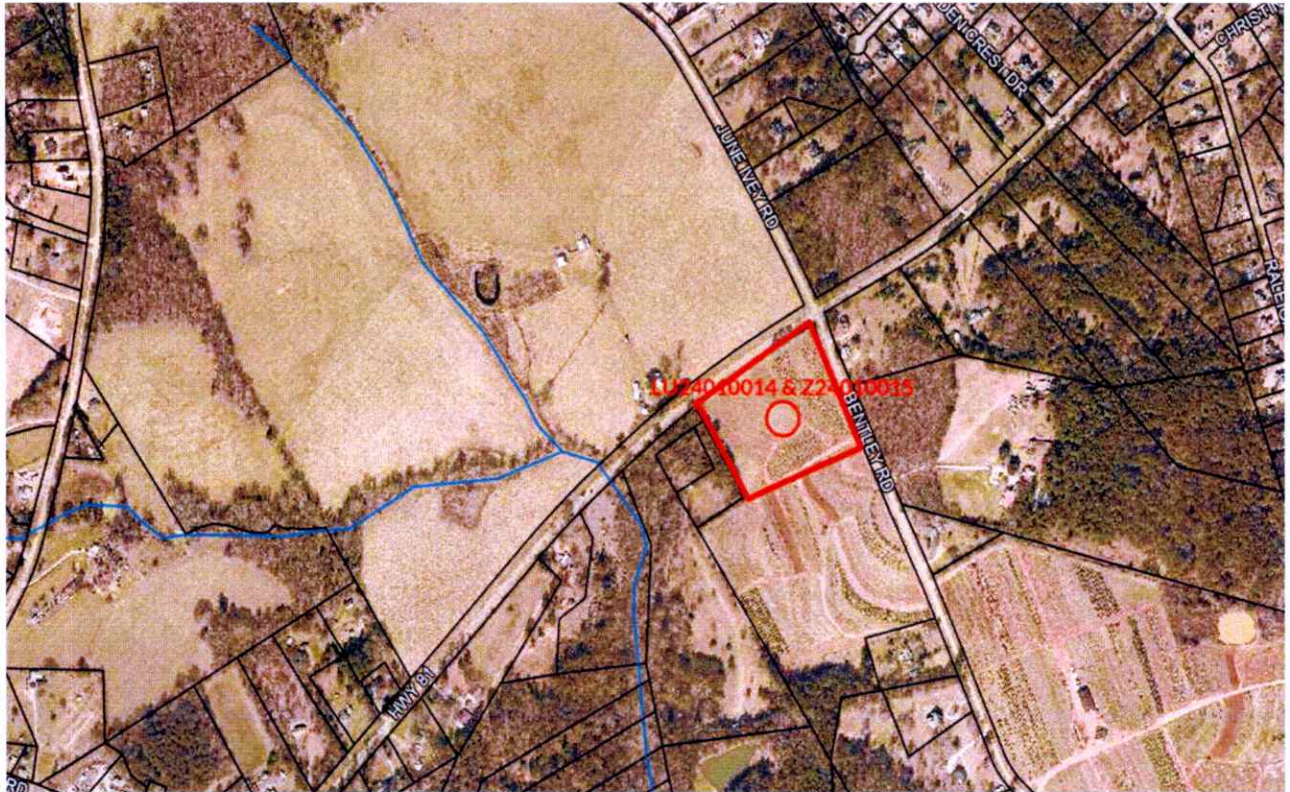
Map Number: C0700050

Site Area: 9.11 acres

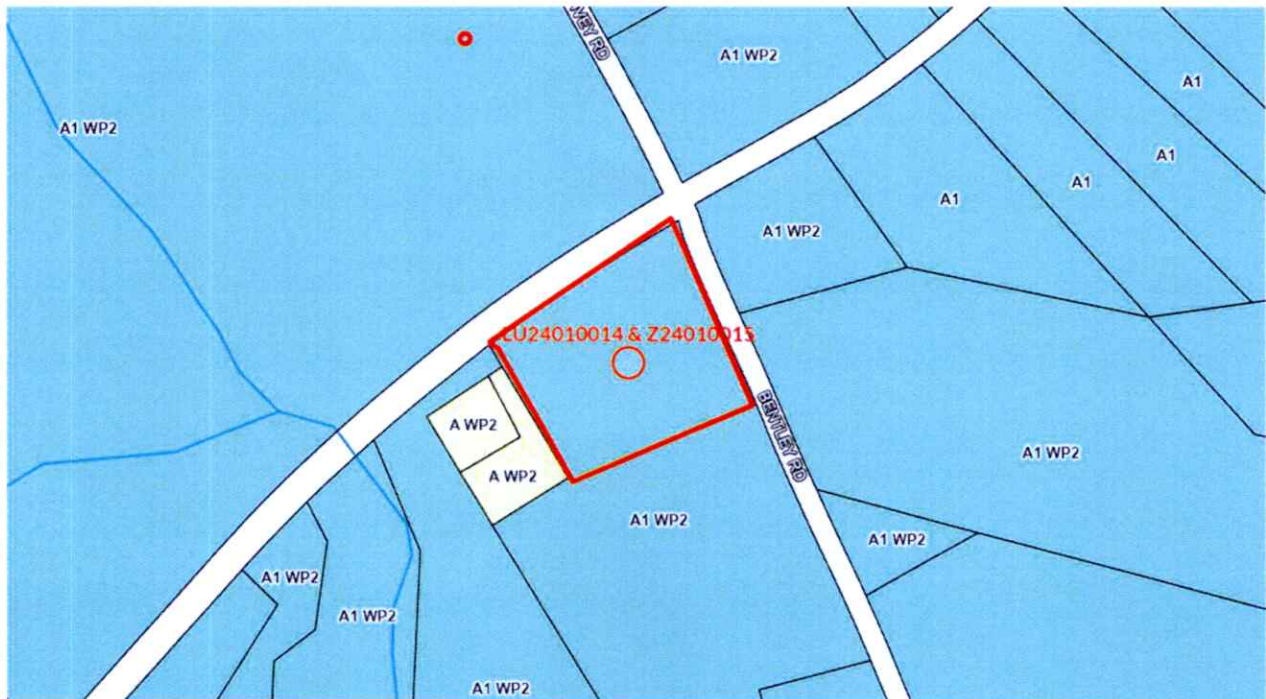
Character Area: Conservation

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

Existing Site Conditions: Property consists of 31.52 acres but only 9.11 acres is being requested to be rezoned and requesting a land use change.



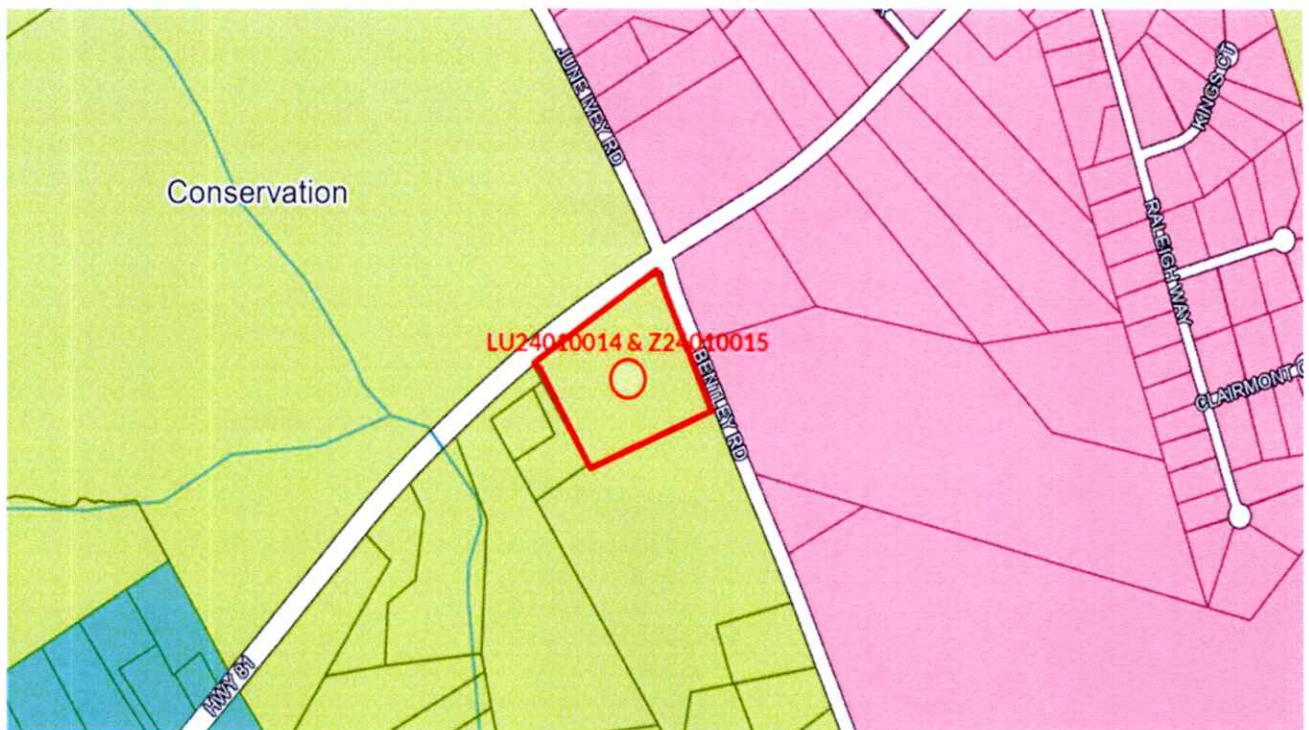
The surrounding properties are zoned A and A1.



Subdivisions surrounding property:



The Future Land Use Map for this property is Conservation.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a commercial driveway with a-cell and De-cell lanes.

Sheriffs' Department: Walton County Sheriff's Office regularly conducts business checks 2 times per night shift on main thorough fares in the County. If access is granted this would be 730 more business checks per year. This number is only an estimate depending on the call volume.

Water Authority: This area is served by an existing 10" diameter water main along Hwy 81 and 8" diameter water main along Bentley Road. (static pressure: 70 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Marshal Review: Shall comply with current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, Georgia Accessibility Code and Walton County Ordinances. Fire Hydrant shall be located within 500 ft. Full plan review shall be performed. Buildings shall be divided into 5000 sq. ft. by use of 2 hr. fire walls or sprinklered.

Fire Department Review: Storage facilities pose a high fire risk due to unknown storage items.

Board of Education: Will have no effect on the school system.

DOT Comments: This will require coordination with Georgia DOT inside PI 0019467. Currently it is proposed to construct a roundabout in that intersection. Programmed for FY28.

PC ACTION 3/7/2024:

LU24010014 & Z24010015-Land Use Change from Conservation to Highway Corridor and rezone 9.11 acres from A1 to M1 for climate controlled self-storage and office warehouse-Applicant: David A Carruth/Owner: AHC Bentley Bold LLC-Property located on Hwy 81 & 4742 Bentley Rd/Map/Parcel C070050-District 5.

Presentation: Kris Rosendahl with Rosewood Development represented the case. He is a builder and developer and has been doing commercial and residential for 20 years. Mr. Rosendahl stated that he has partnered up with David Carruth to build self-storage and office warehouses off Bentley Road and Highway 81. He stated that it seems that there is high demand in the county and there is nothing available.

David Carruth stated that he has been doing farming for the last 40 years. He said that this opportunity came up for him and has to look at 10 years down the road that he will be 70 and doesn't have anyone to leave the property to. He stated that he would like to maintain control of what goes on with the property.

Tim Hinton stated that in his packet and looking at what was presented that he has some questions. He verified that the entrance is on Bentley Road. He stated that he passes by this property at least 2 or 3 times a week. He asked if initially the entrance was to be on Bentley Road and Mr. Carruth stated that was correct. Mr. Hinton stated that he was very familiar with the tree farm. Mr. Hinton stated that he was unable to tell if the entrance was off Highway 81 or Bentley Road with what was presented.

Kris Rosendahl presented the board with a new site plan. Mr. Hinton reviewed the site plan and stated that this one is not the one that he had in his packet.

Speaking: Milton Wingfield spoke and stated that he lives at 7353 Raleigh Way and his property backs up to this property and he can see this property from his back porch. He advised that about a week ago there was a wreck at Bentley Road and Highway 81 and there was a fatality. Mr. Wingfield stated that he moved here because of the view and the beauty of this area. He is retired and not in favor of this particular use of the property and that nothing can positively contribute to this use. He stated that this is a beautiful piece of property. He stated that change is something we all see but he doesn't see the need for this type of business. There are some self-storages in the area and wanted to know how many units they wanted to put there.

Tammy Bentley who lives at 4842 Bentley Road spoke and she stated that she has concerns. They built their house in 1995. She just turned 56 and retired and just paid off her home. They are the 3rd generation Bentleys. She has raised daughters and granddaughters at this place. She stated that she could look out her window and see the beautiful trees and cow pasture that is Mr. Sims'. This property is not for putting a commercial business on the 9+ acres. She stated that she got something from Roads and Bridges showing the different wrecks there. She also stated that her father in-law got Bentley Road paved. She stated that there are no lines on the road. This road cannot handle traffic and there have been many accidents here. There are warehouses 2 miles on Tanners Bridge Road and 7 miles to 4886 Highway 81 and 7 miles located behind Bojangles on Highway 11 and there are some on Mayfield Drive. She understands that we have to grow but there are other things that can be put there. She said that the traffic is bad and the speed of drivers on this road is dangerous. She said that she had a petition signed by people, but she called the Commissioner, and they advised her that we cannot accept petitions because they can't verify. This is a country road and there is already a lot of activity in this area - Why more warehouses. She advised that they take pride in their home. She also advised that she had new neighbors and they asked if anything in the area was going to change, and they were told no. She advised that we are a Soil & Water Conservation County. We should follow the guidelines that Planning & Development regulate.

Tim Hinton stated there is commercial right down the road that was approved. He asked Tammy Bentley if her property touched the 9+ acres and she stated that it did not. Mr. Hinton asked if there was a parcel of land between her and this parcel and she stated that was correct.

Timothy Kemp asked Ms. Bentley what other things she thinks should be put there and Ms. Bentley stated that she did not want a subdivision with 300 houses put there. She stated that the houses around there are nice houses, and she wants the community to preserve the land. She stated that people can't buy trees there because it is a wholesale company. She reiterated that they have beautiful property, and everyone takes pride in their neighborhood. She stated that once something starts with commercial then most of it will end up becoming commercial.

Mr. Pringle stated so she was told by the Commissioner that they wouldn't accept the petition because they can't verify the names on the petition and Ms. Bentley stated that was correct.

Steve Phillips who lives at 2204 Arden Crest Way spoke. He lives on the other side going toward Bethlehem. He stated that this is the 2nd time that someone wanted to put warehouses there. The first time was turned down. His question is where this is headed. He stated that the homeowners are being disrespected. If you have a mix of

residential and commercial that is not what we want. He asked the Board to support the homeowners.

Katrina Nash who lives at 3280 Fannie Thomson Road spoke. Tim Hinton asked how far away is your property from the location of Bentley Road and Ms. Nash stated that it's about 4 miles from this location. She stated that her understanding that this building and storage place is for people to work and people running businesses out of these places. She stated that they will probably have late night hours and will end up having empty buildings.

Ronald Woodall, who lives at 1137 June Ivey Road spoke and he said that he saw the rendering that Mr. Carruth proposed, and he understands about his having appropriate income. He stated that this could not have merit in a residential area, and he is afraid of the U-Haul monstrosity with RV's and U-hauls, but he feels that this can be done tastefully. He doesn't know what the plan is about the trees and are the trees going to be earthtone. In this area he doesn't think things should be commercial. He moved here 18 years ago for farmland and beauty. He wouldn't want to leave here but he also doesn't want to see a U-Haul facility.

Cole Porter who lives at 4999 Bentley Road spoke and stated that he is in favor of this Rezone and that he is not concerned about the use. He stated he moved here in 2021 and there has been a car wreck in his front yard. He stated that the plans with the GDOT roundabout will eat up his front yard. He stated he thinks about Mr. Carruth and what his property rights are, and he feels like he has a right to provide for his family. He stated that he can see both sides of the argument.

Mr. Chickmago???? who lives at Tom Brewer Road. He stated that his property is behind this property. He stated that David Carruth's family has owned this property for 30 to 33 years on Bentley Road. He has worked on a tree farm with David Carruth, and he understands the impact on the community and what is being done here.

Kris Rosendahl came back for rebuttal. He stated that GDOT is putting in a roundabout in 2028 and this will hopefully help with the traffic. The roundabout will be like the one on Harbins Road. He stated that nobody likes change but Highway 81 is a State Highway. He went on to say that what is going to be built there will be attractive, and Mr. Carruth is not going to let him put something that is not good. Mr. Rosendahl also stated that if a subdivision was put there then that would be even more traffic and that nobody wants to live on a State Highway.

Keith Prather asked about the RV parking and U-hauls and Mr. Rosendahl stated that everything stored will be enclosed and they will do whatever demand is needed. Mr. Prather then asked if it was going to be mixed use and Mr. Rosendahl stated that he was unsure.

Wesley Sisk asked why the entrance can't be on Highway 81 instead of Bentley Road. Mr. Rosendahl stated that they didn't want to interfere with or be in the way of GDOT putting the roundabout there.

Timothy Kemp asked if this rezone will be 40,000 sq. ft. with businesses being along Highway 81 and Mr. Rosendahl stated that was correct.

Tim Hinton asked if the hours would be a 9 to 5 setup and if unmanned would they use key swabs for 24 hours. Mr. Rosendahl stated that they are undecided, and they are waiting to see what other units are doing.

Mr. Rosendahl stated that there will be no outside storage but will have cameras and no gate and no fence because there will be other businesses there.

Timothy Kemp asked if it would be 30 or 40% more business than storage.

Tim Hinton asked if the office warehouse self-storage will not allow any retail sales and there would only be office warehouses and no retail and Mr. Rosendahl stated that was correct. Mr. Hinton then asked Mr. Carruth if he had a chance to meet with the citizens in the community and Mr. Carruth stated he had not yet.

Tim Hinton stated that he can see both sides of the equation. He is very familiar with this location. He stated that Bentley Road is very narrow, and the speed limit is 25 miles an hour. He stated that he can't see where Bentley Road could possibly serve the number of units being proposed to be put there.

Mr. Hinton advised Mr. Carruth that now and before the next meeting for him to set a date to meet with the citizens. Mr. Hinton stated that Mr. Carruth would need a point of contact.

Tammy Bentley stated that she can be the point of contact. Mr. Hinton advised Mr. Carruth to get with Ms. Bentley and see what the public has to say and see if he can address their concerns.

Mr. Hinton also advised Mr. Carruth to get with the State GDOT to see if an entry could be on Highway 81.

Kris Rosendahl stated that they are not opposed to having an entrance on Highway 81.

Tim Hinton stated that he remembers the piece of property next to this one on Highway 81 being rezoned to commercial a couple of years ago. Mr. Hinton stated that they would need ample road for an entrance. GDOT is headed in the right direction with a light at Ozora Road. Mr. Hinton stated that this would be beneficial, and he doesn't feel like this rezone should be there without a decel lane and a turning lane.

Tim Hinton advised everyone to share contact information.

Recommendation: Tim Hinton made a motion to table the case until the next Planning Commission Meeting on April 11, 2024, in order to give ample time for everyone to meet with a second by John Pringle. The motion carried unanimously.

NO MEETING WAS HELD ON APRIL 11, 2024 DUE TO NOT HAVING A QUORUM. CASE WAS CONTINUED TO 5/2/2024.

PC ACTION 5/2/2024:

- 1. LU24010014 & Z24010015-Land Use Change from Conservation to Highway Corridor and rezone 9.11 acres from A1 to M1 for climate controlled self-storage and office warehouse-Applicant: David A Carruth/Owner: AHC Bentley Bold LLC-Property located on Hwy 81 & 4742 Bentley Rd/Map/Parcel C070050-District 5.**

Before the meeting started Tim Hinton, Chairman of the Planning Commission, stated this case was tabled previously and that at the last meeting we heard from all parties and a meeting was to be set up between the applicant and the property owners and we are here today to see what derived from the meeting and if there were any concerns or changes from the community meeting.

Presentation: David Carruth and Kris Rosendahl represented the case. David Carruth stated that he is the landowner. Kris Rosendahl stated that this is the same as before and nothing has changed. He is with Rosewood Development, and they did meet with the homeowners around Bentley Road. He is not there to ask permission but if the Board approves then he will make sure that the development is easy on the eye. As far as traffic goes, we can't control the traffic.

Mr. Hinton stated that we have heard early on about the traffic issues, and we will hear from anyone that has anything pertinent that was not discussed at the last meeting.

Speaking: Todd Haycock spoke and addressed the Board stating he lives at 1153 Ivey Brook Drive off of June Ivey Road. The Future Land Use Map from 2017/2022 does not show Highway 81 and Bentley Road as Highway Corridor. There is a limited amount of Conservation. He does not want to be like Gwinnett. As far as the proposed plan he disagrees with the review questions. The question asks to what extent to which property values are diminished and it was stated that the values of the surrounding properties will not be diminished, and he disagrees with that. This will impact property values, and nobody would want to buy a house with a mini warehouse there. The developer did not specify exactly what is going there other than storage. There are mini warehouses not 2 miles up the road and there will be trucks and noise. Not far up the road they added a gas station with glow lighting. As far as traffic goes, a roundabout is going there. If approved, then he would recommend turn lanes and decel lanes to be put there. He said that it takes a fatality for a traffic light to be put there.

Steven Phillips, who lives at 2204 Arden Crest Way addressed the Board stating he is within walking distance of this site. He spoke before at the last meeting. There is a zoning and land use issue. A couple of years ago a solar farm was approved on Highway 81, and this was the foot in the door to commercial and he has concerns. The homeowners here are fighting for their homes and their families. He respects Mr. Carruth and his plan, but he needs to stand up and speak against this. He stated to please don't approve this Rezone.

Tammy Bentley who lives at 4842 Bentley Road addressed the Board stating her property does come up to the property being rezoned. At the last meeting it was requested to have a meeting with the neighbors, and she has notes from the meeting. There were 32 residents at the meeting and before the meeting was over there were at least 45 to 60 residents. What was brought up was that there was no mention of a fence, and that no person would live there. It should be a mandate that no person live there because she was told that at some other warehouse that they had to have people

removed. The Applicant still wants the entrance to come off Bentley Road. Mr. Carruth has property in Between and across from The Providence Club and he cannot put the warehouses at these places. The builder is going to be part owner. There are two warehouses down the road and one on Ozora Road that has not been built yet. She respects Mr. Carruth as a neighbor but the people here tonight have worked hard and made their home in Bold Springs and more and more people are coming to the county. She now considers all her neighbors as friends. She wants to be remembered by the legacy of Tammy Bentley who fought hard to save this piece of the county.

Tim Hinton stated that he joins Ms. Bentley in stating that more and more people are moving to the county. He went on to ask Ms. Bentley this development does not touch your property does it and she stated that was correct. There is a tree farm between your property and this property, and she stated correct.

Robert Andrews, who lives at 2212 Arden Crest addressed the Board and proposes that the Board not approve due to crime and traffic and does not want Highway 81 to be an eyesore. He does not want it there. He does not want commercialization to ruin this area. Land Use says we should protect our conservation areas. He said don't Gwinnett our Walton.

Melissa Young, who lives in Arden Crest Subdivision addressed the Board and advised that she lives down the road from this property and Robert Andrews did a nice job. She likes the rural charm described in this county. The traffic on Highway 81 is so dangerous she cannot get out of her driveway.

Gary Walker spoke in favor of the rezone. He stated that he has worked for Mr. Carruth for the last 4 or 5 years. Mr. Carruth has character, and he knows he is a man of his word. If any problem arises, he will handle it in a top-notch way.

Kris Rosendahl and David Carruth came back for rebuttal. Mr. Rosendahl stated that at the meeting he let them know that he would be part owner of this business. There will be nobody sleeping in the warehouse. At first the facility was not going to have a fence, but it is up to the county if they require it. If a subdivision was put there then there would be more people and more traffic. We can't stop growth and we can't control the traffic. He is a local developer and stated that what is being proposed is the same as what is down the Highway. Nobody visits storage, and they will make it easy on the eye.

Keith Prather asked about lighting and if the lighting would be downward and would they be willing to put up a fence and plant trees and Mr. Rosendahl stated yes.

Timothy Kemp asked if they would be willing to put up a fence and plant trees and Mr. Rosendahl stated that they would.

Keith Prather stated that there is a solar farm there and this property is right beside this piece of property and Mr. Rosendahl advised it was.

Kris Rosendahl stated that the property shows 30+ acres but they will only be developing 9 acres.

Keith Prather asked if it was just office, storage and warehouse and Mr. Rosendahl stated that was correct.

Tim Hinton stated that he has a few statements to make before they vote. There is self-storage approved at Ozora Road and one a short distance going toward Loganville. He has reviewed the Land Use Map, and it does not establish Highway Corridor, but this is on a highway. The first development he remembers is a convenience store at Bold Springs and Highway 81. The property adjacent to this property was unanimously approved for a heating & air industry. This is a training facility for HVAC contractors. On State Highways along the county area this is where a good bit of commercial is, and it takes commercial off our thoroughfares. Providence Club is not on a state highway and Hickory Grove is not a state highway. There was a Dollar General requested within the last 5 years and it was denied because it was not on a State Highway.

Recommendation: Tim Hinton made a motion to recommend approval with the following conditions with a second by Keith Prather. John Pringle and Josh Ferguson voted against it and Tim Hinton, Terry Eison, Keith Prather and Timothy Kemp voted to approve it. The motion carried 4 to 2.)

Conditions:

- 1. All of the area developed for self-storage shall be fenced with a minimum of a 6' vinyl coated chain link fence. Also, landscape shrubs or evergreen trees shall be established along the side fronting Bentley Road and the rear where adjoining the residual of the Carruth property.**
- 2. Gated access to the self-storage shall limit access 7 days a week from 7:00 a.m. until 10:00 p.m.**
- 3. All exterior lighting shall be directed downward.**
- 4. Office-Warehouse areas shall be limited in hours of operation from 7:00 a.m. until 10:00 pm. 7 days a week, and no retail shall be allowed.**

5. **The sides of the office-warehouse fronting Hwy 81 and Bentley Road shall have a blend of brick or rock facade.**
6. **There shall be a traffic study conducted to determine the possible improvement of the turn radius on Bentley Road at the intersection of Hwy 81**
7. **Every effort shall be made to establish an entrance with right turn in and out only on Hwy 81 located at a point most closely located to the property located at 7973 Hwy 81 (Vallus Solar Farm). Also, an entry shall be established on Bentley Road with a decel and accel lane and located at the furthest point possible from the intersection of Bentley Road and Hwy 81.**

Character Area Map Amendment

Application # LA24D10014

Planning Comm. Meeting Date 3-7-2024 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm. Meeting Date 4-2-2024 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0700050

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>David A Carruth</u>	<u>AHC Bentley Bold LLC</u>
<u>4761 Bentley Road</u>	<u>4761 Bentley Road</u>
<u>Monroe, GA 30656</u>	<u>Monroe, GA 30656</u>
	<small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>678-614-2037</u>	Phone # <u>770-267-4935</u>

E-mail Address: carruthnurseries@comcast.net

Location: Intersection of Highway 81 and Bentley Road ⁴⁷⁴² **Acreeage** 9.11

Existing Character Area: Conservation

Proposed Character Area: Highway Corridor

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

Is the property located within a watershed protection overlay district? WP2

Proposed Development: Single-family Multi-family Commercial Industrial

Proposed Zoning: M1 **Number of Lots:** 1 **Minimum Lot Size:** 9.11

Public Sewer: No **Provider:** _____ **Septic Tank:** Yes

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] 1/16/24 \$ 250.00
 Signature Date Fee Paid

Rezone Application # 224010015 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 3-7-2024 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)

Board of Comm Meeting Date 4-2-2024 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C0700050

Applicant Name/Address/Phone #

David A Carruth

4761 Bentley Rd

Monroe, GA. 30656

E-mail address: Carruthnursery@comcast.net

Phone # 678-614-2037

Location: Bentley Rd. Highway 81 + 474A

Existing Use of Property: Wholesale Tree Grower

Existing Structures: none

The purpose of this rezone is To build storage and office buildings

Property Owner Name/Address/Phone

AHC Bentley Bold LLC

4761 Bentley Rd

Monroe, GA. 30656

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

Phone # 770-267-4935

comcast.net

Requested Zoning M1

Acreage 10 Acre

Property is serviced by the following:

Public Water: Yes Provider: Walton Co Well: no

Public Sewer: no Provider: no Septic Tank: no

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 1-8-2024 Fee Paid \$ 550.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

Comprehensive Land Use: Conservation DRI Required? Y no N yes

Commission District: 5-Jeremy Adams Watershed: Beaverdam Creek TMP no

I hereby withdraw the above application _____ Date _____

**AUTHORIZATION
BY PROPERTY OWNER**

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

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

Name of Applicant: David A Carruth AHC Bentley Blvd LLC.

Address: 4761 Bentley Rd Monroe, GA. 30656

Telephone: 678-614-2037

Location of Property: Bentley Rd. (31.52 acre tract at the intersection of Highway 81 and Bentley Rd in Walton County, Ga)

Map/Parcel Number: C0700050

Current Zoning: A1WP2 V5ConsU Requested Zoning: M1

[Signature]
Property Owner Signature

Property Owner Signature

Print Name: David A Carruth

Print Name: _____

Address: 4761 Bentley Rd. Monroe, GA. 30656

Address: _____

Phone #: 678-614-2037

Phone #: _____

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

Tara Sachs
Notary Public

1/9/24
Date



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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;
 - The property to the west is zoned A and is of agricultural use.
 - The property to the south is Zoned A1 and is of agricultural use.
 - The property to the south is also owned by the filing owner.
 - The property to the east across Bentley road is zoned A1 and is of agricultural/residential use.

- 2. The extent to which property values are diminished by the particular zoning restrictions;
 - The values of the surrounding properties will not be diminished by the proposed development.
 - The subject property is zoned A1 and is located along State Highway 81 at the intersection of Bentley Road. The property value is much lower zoned A1 that it would be if rezoned to M1

- 3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
 - There will be no destruction of property values as a result of the proposed development.
 -
 -

- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
 - The are in which the developement is proposed is in need of self storage options as well as office/warehouse workspace.
 - There should be no adverse effects as a result of filling this need.
 -

5. The suitability of the subject property for the zoned purposes; and
The property will be fully sustainable as proposed. Stormwater flows will be managed by an onsite system and tax revenues from the proposed businesses will offset any additional infrastructure loads caused by the development.
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 is currently in use as a wholesale tree farm

Rosewood Development Company
513 Plantation Park Drive
Loganville, Georgia 30052
(678) 635-7276
KR@RWDCOnline.com
www.RWDCOnline.com

To whom it may concern,

Please accept this formal letter of intent with regard to the requested rezoning of parcel number C0700050 located at the intersection of Georgia Highway 81 and Bentley Road. The property is owned by AHC Bentley Bold LLC. The current zoning of the property is A1, and the target zoning is M1. The property currently serves as a wholesale tree growing facility. The property to the south of the subject tract is also owned by the AHC Bentley Bold LLC and is zoned A1. The two properties to the west of the subject tract are zoned A and are of agricultural use. The proposed uses for the rezoned parcel will be office-warehouse and climate controlled self-storage. Feasibility research has shown a shortage and need for both uses in the area surrounding the proposed development. To provide screening to the surrounding properties, the development will preserve the surrounding natural woodland abutting the adjacent properties, and additional buffer trees will be added in areas of sparse vegetation. It is our opinion that the requested rezoning will have no adverse effects on the surrounding properties and will create positive tax revenue for Walton County. Thank you for your consideration.

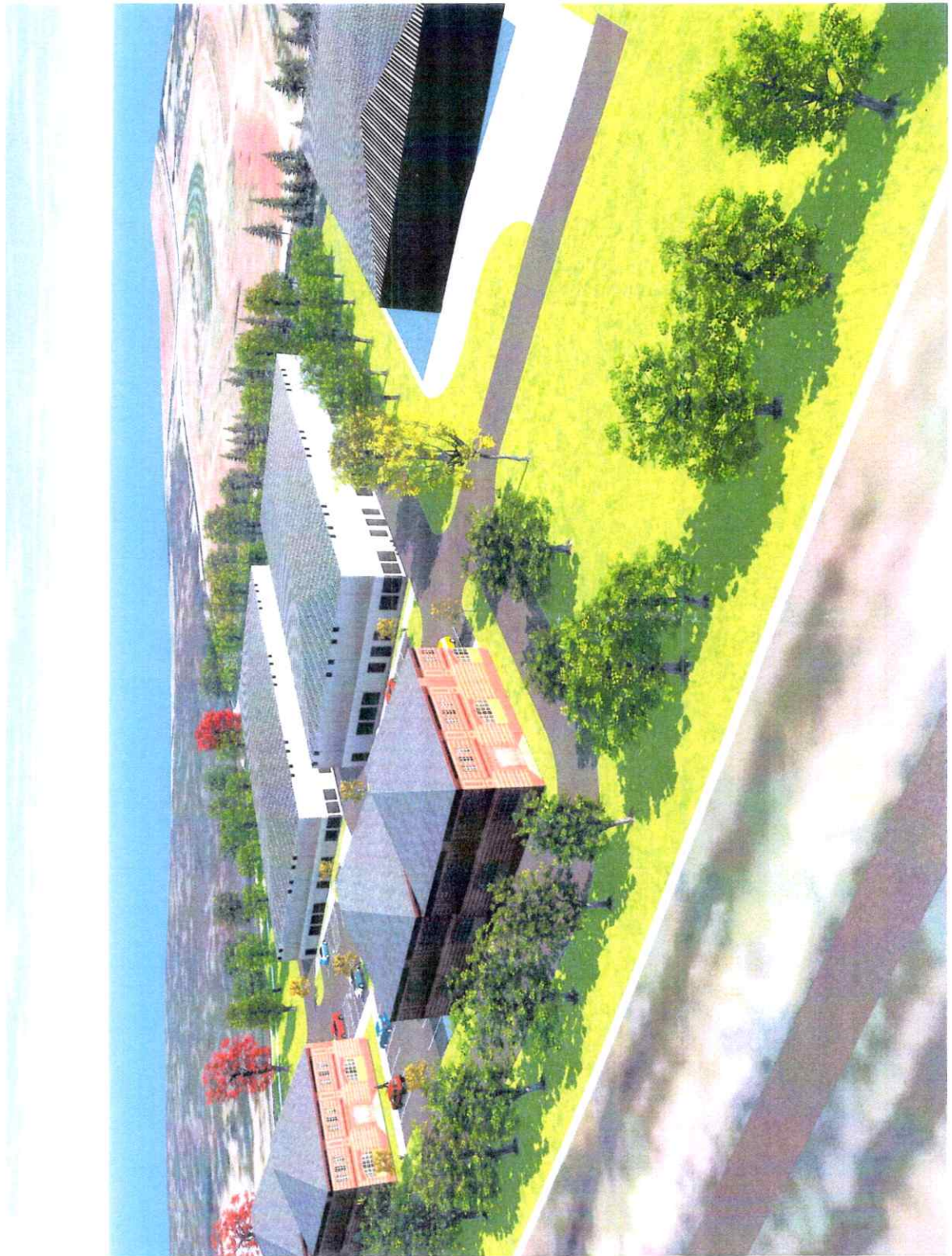
Sincerely,

Rosewood Development Company

Rosewood Development Company, LLC



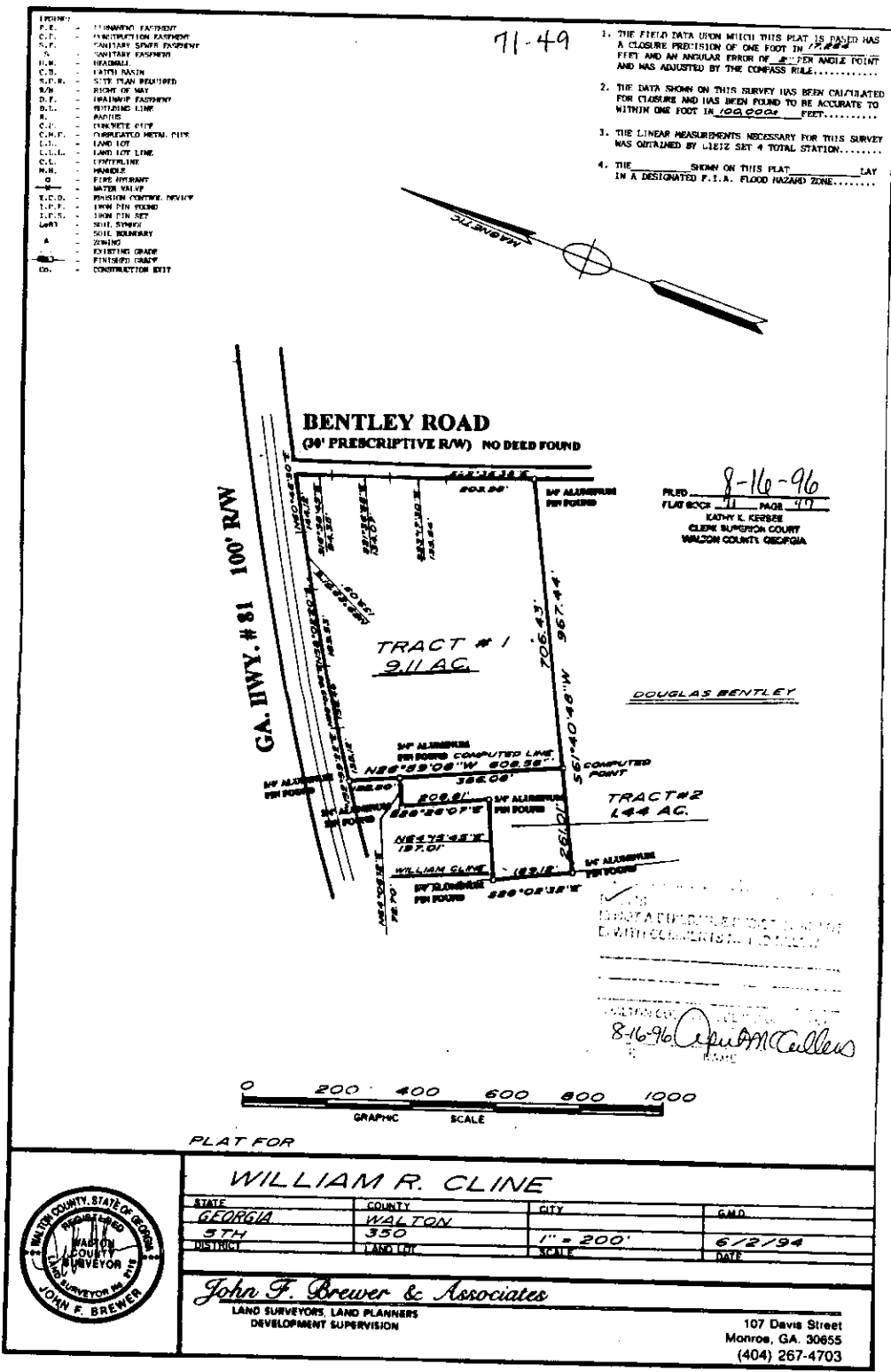
*Revised
Site Plans 3/7/2022*

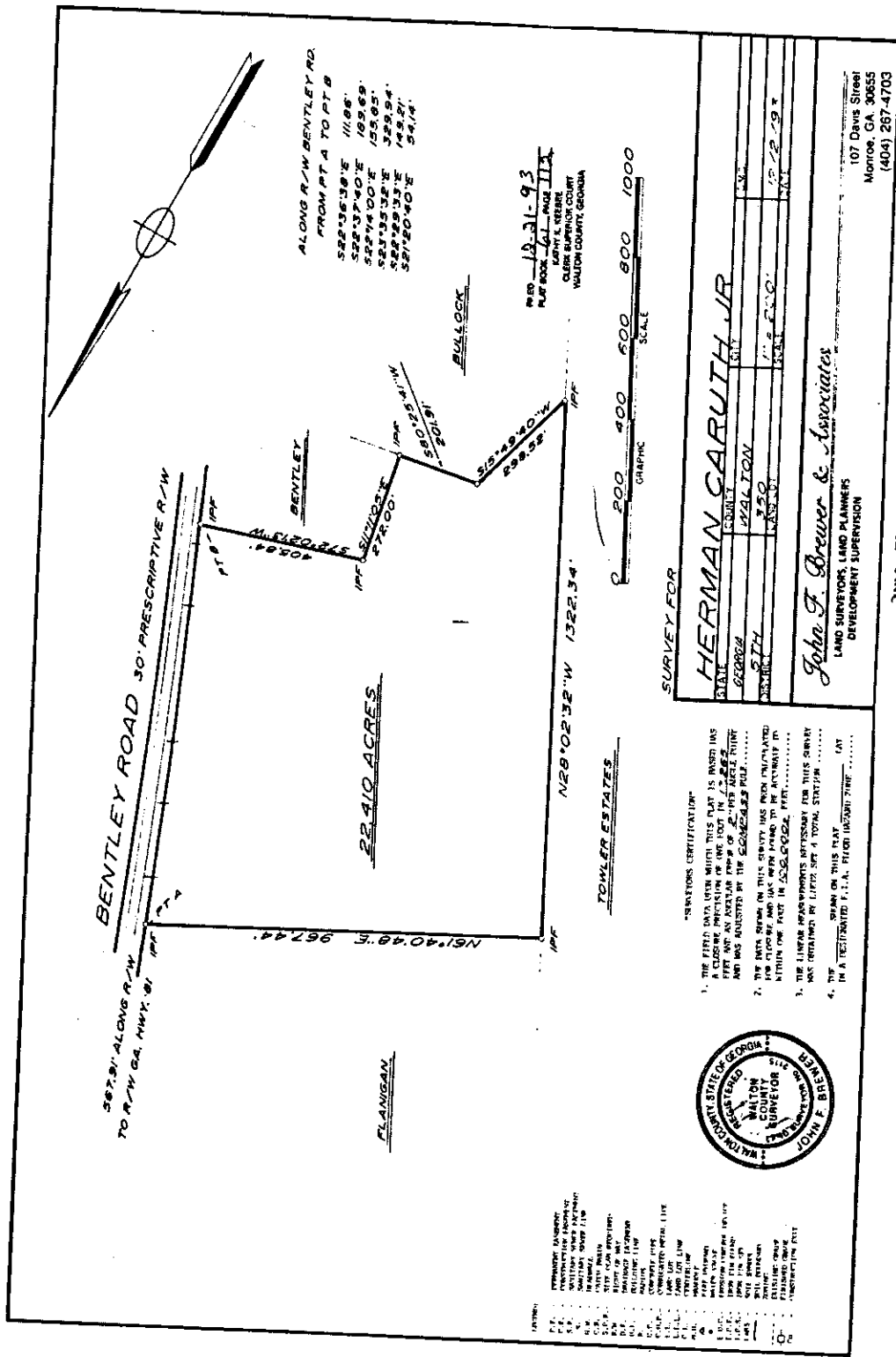














Planning and Development Department Case Information

Case Number: Z24020015

Meeting Dates: Planning Commission 04-11-2024 – Case continued to 05-02-2024
Board of Commissioners 06-04-2024

Applicant:
Craig Hayes
P.O. Box 1360
Madison, Georgia 30650

Owner:
2424 Hwy 278 LLC
P.O. Box 1360
Madison, Georgia 30650

Current Zoning: A2

Request: Rezone 4.8 acres from A2 to B2 for resale

Address: 2424 Highway 278 and 2404 Highway 278, Social Circle, Georgia
30025

Map Number: C1580020 and C1580021

Site Area: 4.80 acres

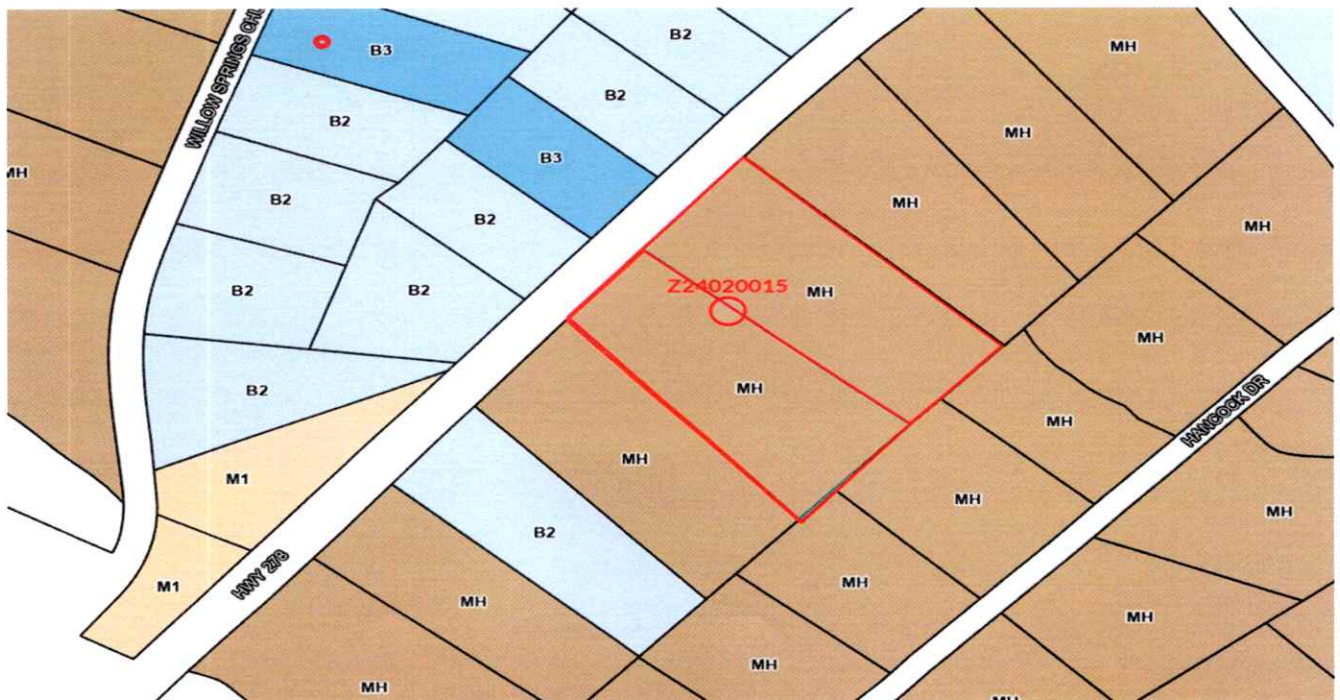
Character Area: Neighborhood Residential

District 4: Commissioner–Lee Bradford Planning Commission –Keith Prather

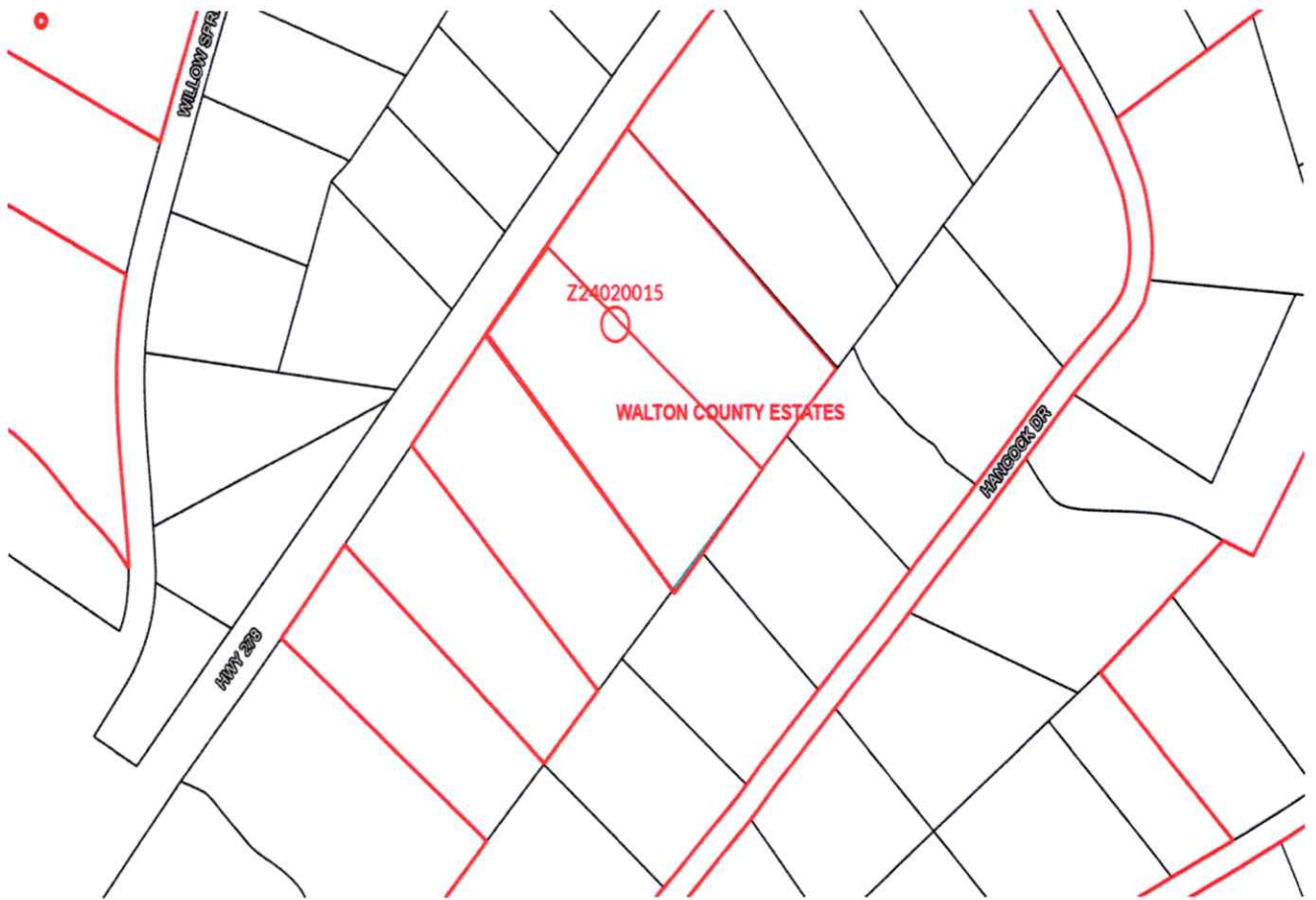
Existing Site Conditions: Property consists of 4.80 acres. 2424 Hwy 278 is 2.40 acres and 2404 Hwy 278 is 2.40 acres.



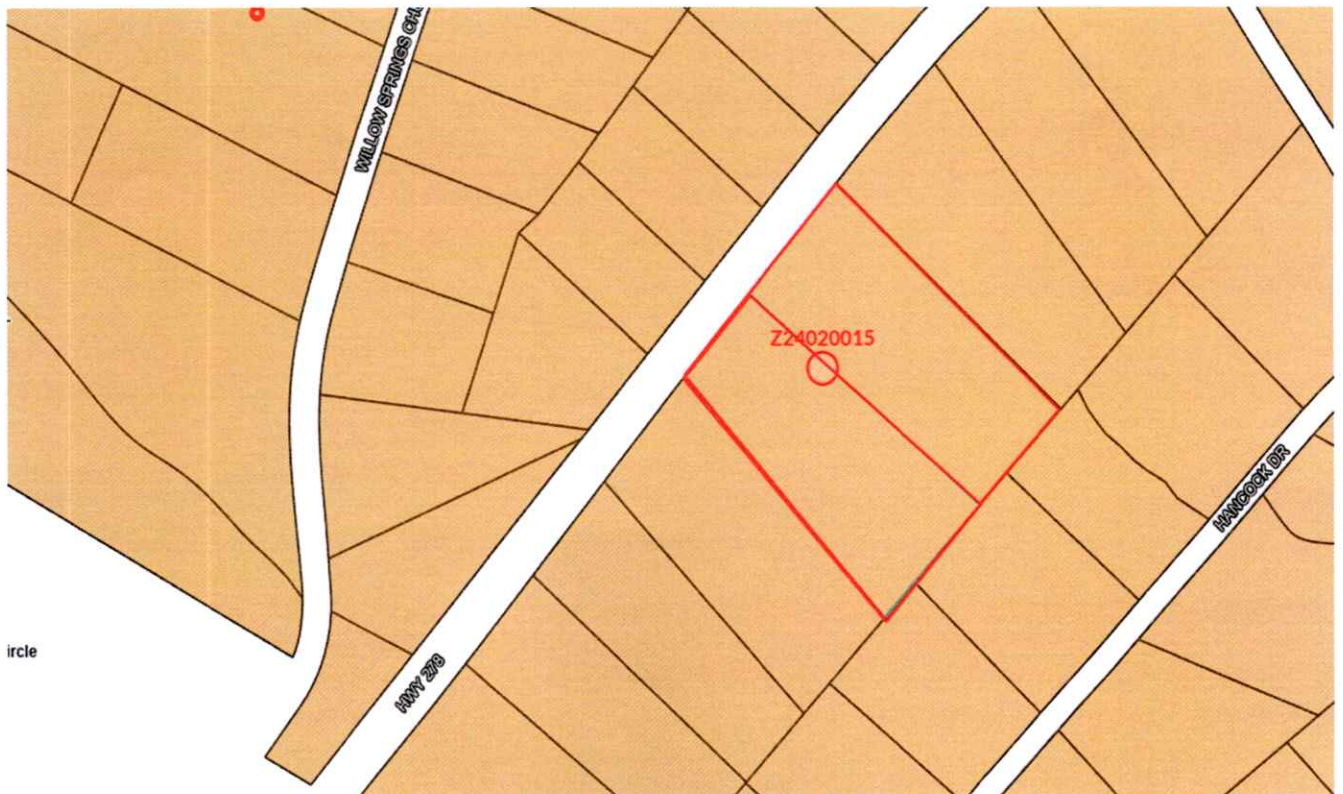
The surrounding properties are zoned B2, B3 and A2.



Subdivisions surrounding property:



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



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: Normally this request would not adversely affect the Walton County Sheriff's Office because we conduct regular business checks on main thoroughfares twice per night shift where applicable. Without knowing what specific business, the Sheriff's Department cannot make a determination. We would request more information in reference to this case.

Water Authority: This property is located within the City of Social Circle service area.

City of Social Circle Water Department: Water can be supplied by the City of Social Circle. We have no conflict.

City of Social Circle Police Department: No comment

Fire Marshal Review: No comments at this time.

Fire Department Review: No comments at this time.

Board of Education: Will have no effect on the school system.

DOT Comments: Will require coordination with Georgia DOT.

CASE WAS SCHEDULED FOR 4/11/2024 BUT DUE TO NOT HAVING A QUORUM, THE CASE WAS RE-SCHEDULED FOR 5/2/2024.

PC ACTION 5/2/2024:

4.1 Z24020015-Rezone 4.80 acres from A2 to B2 for resale-Applicant: Craig Hayes/Owner: 2424 Hwy 278 LLC-Property located on 2424 Hwy 278 & 2404 Hwy 278/Map/Parcels C1580020 & 21-District 4.

Presentation: Craig Hayes represented the case. He owns 2 parcels of land at 2404 and 2424 Highway 278, and he wants to rezone these to B2 for the purpose of resale. The reason is it would be the highest and best use. The neighborhood is transitioning to commercial, and the property Land Use shows Employment Center.

Keith Prather stated that there was no use listed on the Application.

Mr. Hayes stated that whoever bought the property would need to go to the County to see if what they would like to do there is allowed.

Josh Ferguson stated so this is the highest and best use but has no use in mind.

Tim Hinton stated that if commercial then you would get more money for the property and Mr. Hayes stated that was correct.

Speaking: James Evans, who lives in Social Circle addressed the Board. This property is in a residential area where there are single-family homes. No business wants to come in and try to develop the property. They need to be mindful of the residential properties. He does not understand letting someone purchase property, but the property has no use.

Craig Hayes came back for rebuttal and stated that he fully respects Mr. Evans' opinion, but he stated that every parcel across the street is commercial. If a business is going to be put on these parcels, then they would need to get approval from the county.

Tim Hinton asked if you want to rezone this property to B2 with no business and Mr. Hayes stated that was correct.

Keith Prather asked if there were other businesses there and Mr. Hayes stated that there were some across the street.

Timothy Kemp asked if the property was in the curve and Mr. Hayes stated that it was not. He went on to state that there was a mechanic shop and barber shop across the street.

Recommendation: Keith Prather made a motion to recommend denial with a second by Josh Ferguson. The motion carried unanimously.

Rezone Application # Z 24020015 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 4-11-2024 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)
Board of Comm Meeting Date 5-7-2024 at 6:00PM held at WC Historical Court House
You or your agent must be present at both meetings

Map/Parcel C1580020 J C1580021

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Craig Hayes</u>	<u>2424 Hwy 278 LLC/Craig Hayes</u>
<u>Po Box 1360</u>	<u>2424 Hwy 278 Po Box 1360</u>
<u>Madison GA 30650</u>	<u>2424 Hwy 278 Madison, GA 30650</u>
E-mail address: <u>CH.Hayes@SCIPM.net</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>706 318 1715</u>	Phone # <u>706 215 2375</u>
Location: <u>2424/2404 Hwy 278</u> <u>2.4 acres 2.4 acres</u> <u>Social Circle, GA 30025</u>	Requested Zoning <u>B2 B2</u> Acreage <u>4.8 +/-</u>
Existing Use of Property: <u>Residential</u>	
Existing Structures: <u>Brick Ranch home / MH</u>	
The purpose of this rezone is <u>Rezone for Resale</u>	

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 2/23/2024 Fee Paid \$ 450.00

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

Office Use Only:

Existing Zoning A2 Surrounding Zoning: North B3/B2 South A2
East A2 West A2

Comprehensive Land Use: Neighborhood Res. **DRI Required?** Y N

Commission District: Lee Bradford-4 Watershed: TMP

I hereby withdraw the above application _____ Date _____

*Received
2/23/2024
Walton*

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;

Directly across the street from the subject property is all B3 & B2 zoning. All long-term commercial uses across the street from subject.
Approximately 170 feet SW of the subject is a parcel zoned B2. The subject neighborhood is predominantly commercial.

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

Re-zoning the subject to B2 will make the subject more compatible with surrounding uses, thus enhancing value and making the subject property more marketable.

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

There is no compelling reason not to re-zone the subject to B2. The subject neighborhood is primarily commercial. All uses across from the subject are commercial. All future and current growth is and will be commercial in the subject area along 278. This is why GOVT has widened 278 and put in turn lanes and traffic lights to accommodate this growth.

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


Re-zoning the subject to commercial will make the immediate area more homogeneous. Generally speaking, homogeneity enhances neighborhood values. Re-zoning the subject would realize the subject's current highest and best use.

5. The suitability of the subject property for the zoned purposes; and
The subject's size, location and utility
lead it most likely to be used as
a commercial use. The immediate subject
neighborhood is predominantly commercial
with more commercial coming in the
immediate future.

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
Subject is ~~not~~ vacant.

2/23/24

I Craig Hayes, a member of 2424 Hwy 278 LLC
Herby request to rezone two parcels which are
currently Residential to ~~B-2~~ ^{B-2} Commercial.
My request is made due to the use of
the neighboring parcels has changed to Commercial
This Change would also match the future use
Map and intentions of walton County. It is my intention
to ~~sell~~ market and sell the property ~~for~~ for
a commercial use and in doing so will make
the sale of my property more marketable to
the buyers in my area.

Sincerely
Craig Hayes




Planning and Development Department Case Information

Case Number: Z24020017

Meeting Dates: Planning Commission 04-11-2024 – Case continued to 05-02-2024
Board of Commissioners 06-04-2024

Applicants/Owners:
William & Gina Hockaday
26 Social Circle Fairplay Road
Social Circle, Georgia 30025

Current Zoning: A1

Request: Rezone 17.00 acres from A1 to A for cattle farm business.

Address: 26 Social Circle Fairplay Road/Social Circle Fairplay Road, Social Circle, Georgia 30025 & Pannell Road

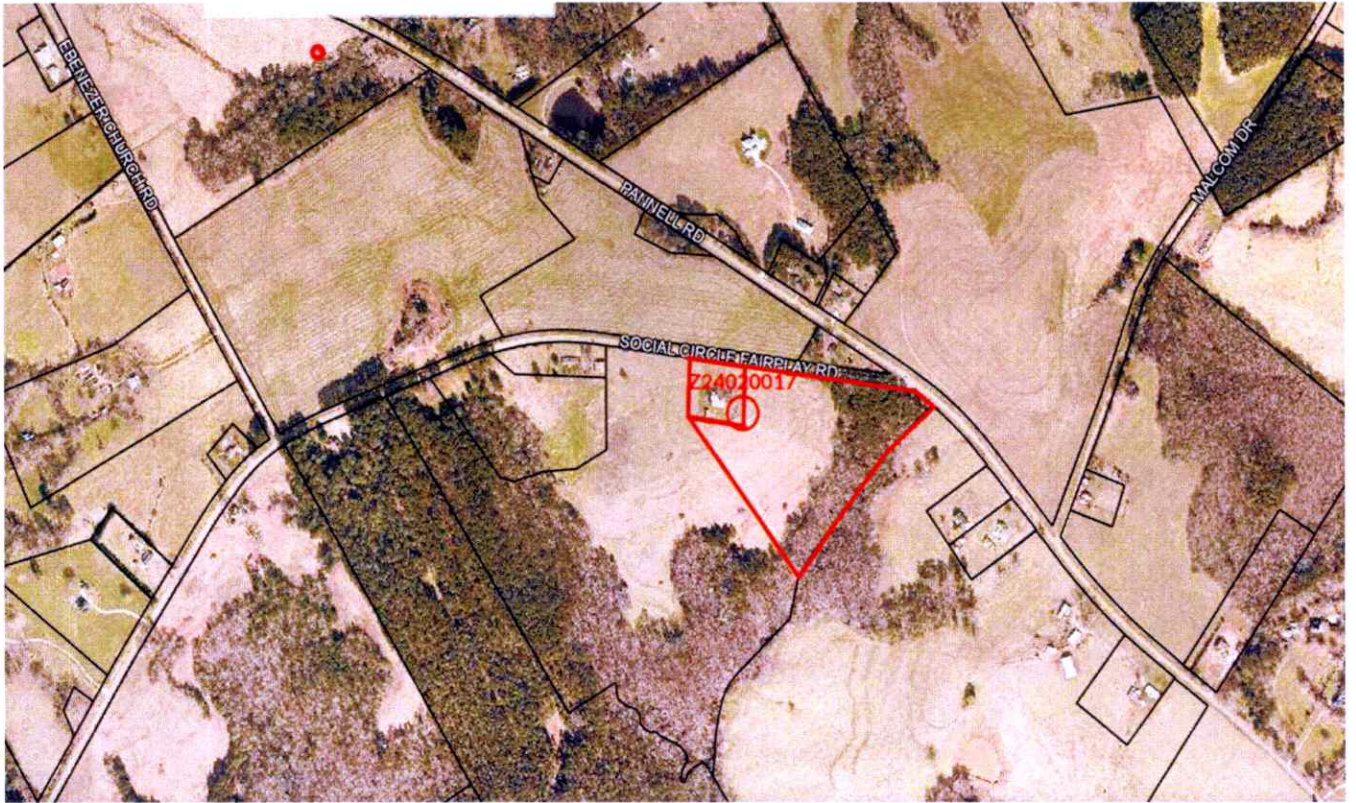
Map Number: C1850043 and C1850041A00

Site Area: 17.00 acres

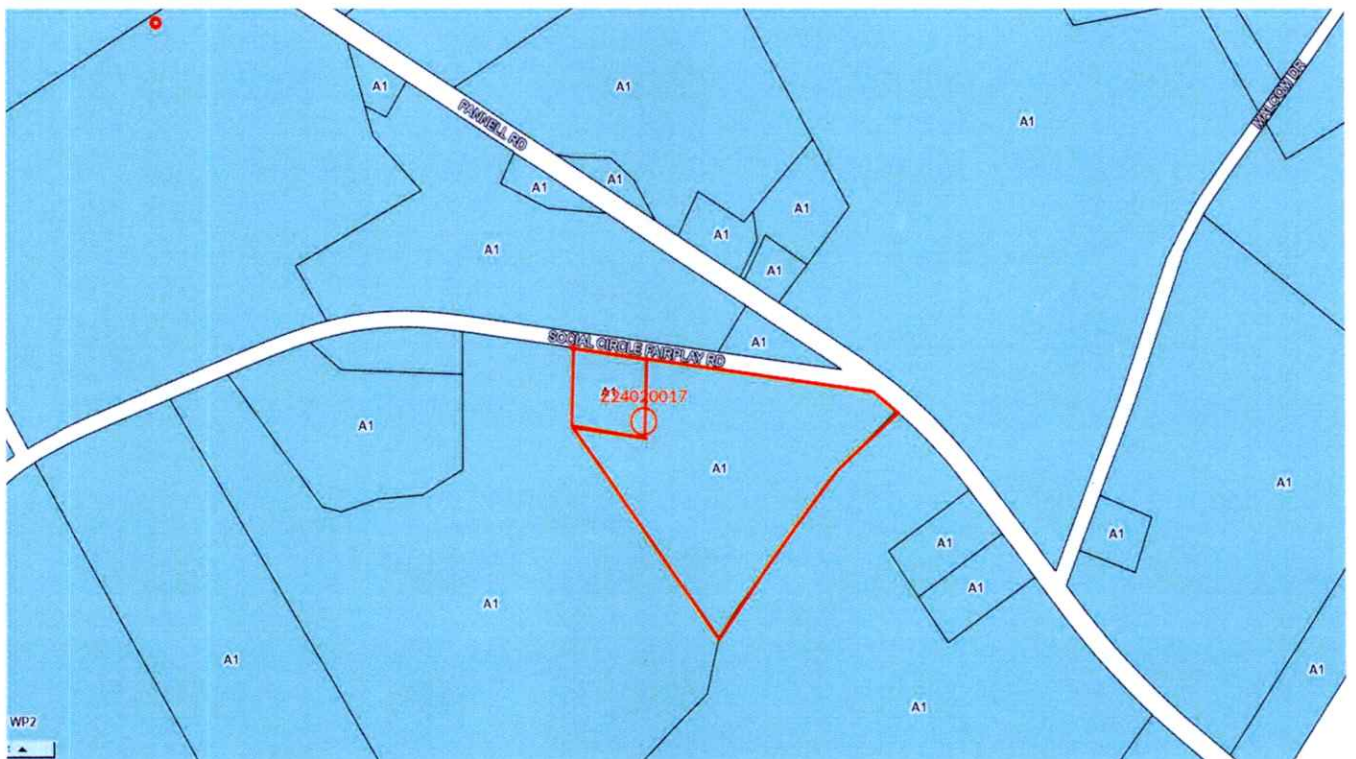
Character Area: Conservation

District 4: Commissioner–Lee Bradford Planning Commission –Keith Prather

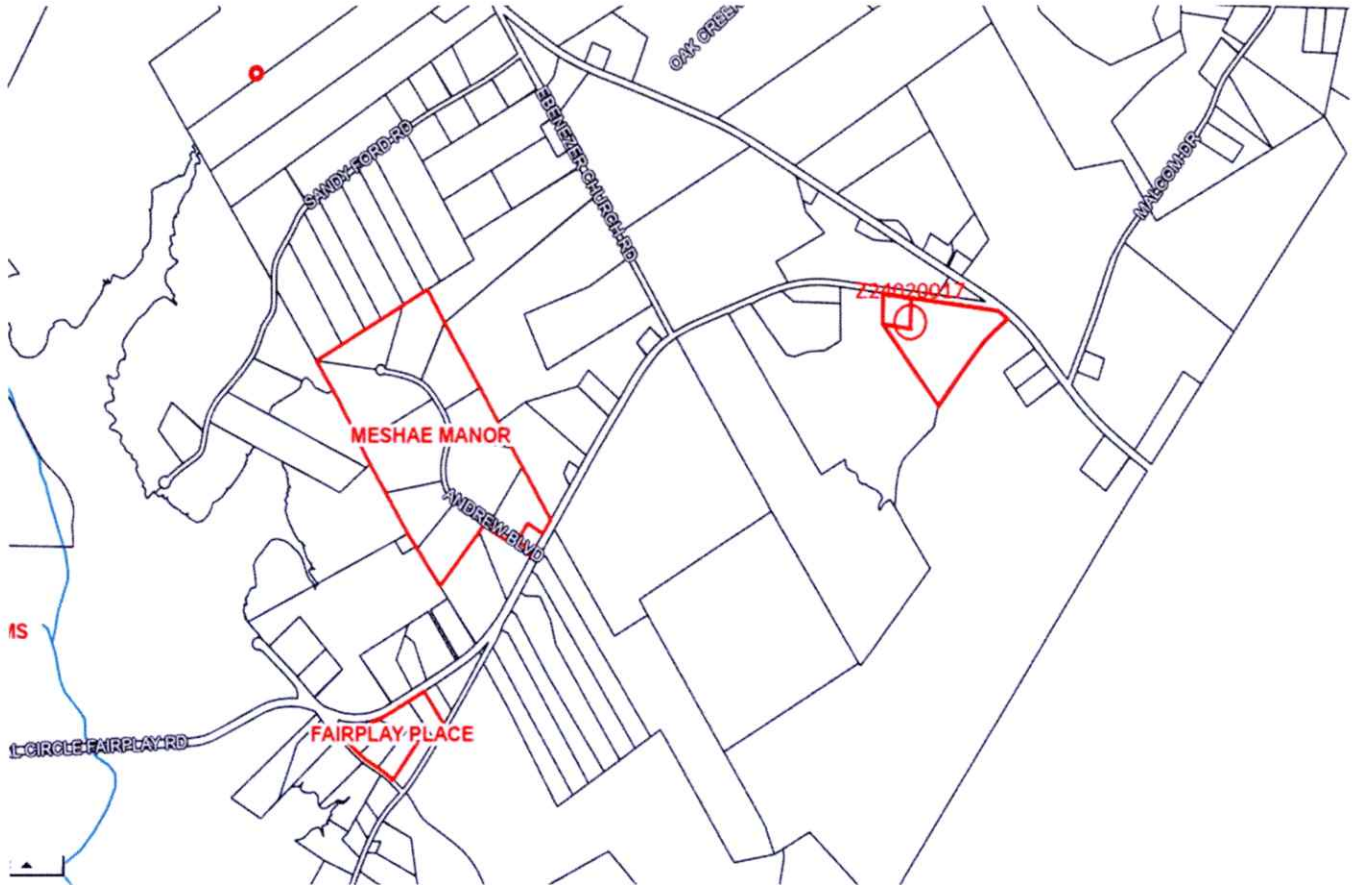
Existing Site Conditions: Property consists of 17.00 acres. 26 Social Circle Fairplay Road is 2.00 acres and Social Circle Fairplay Road is 15.00 acres.



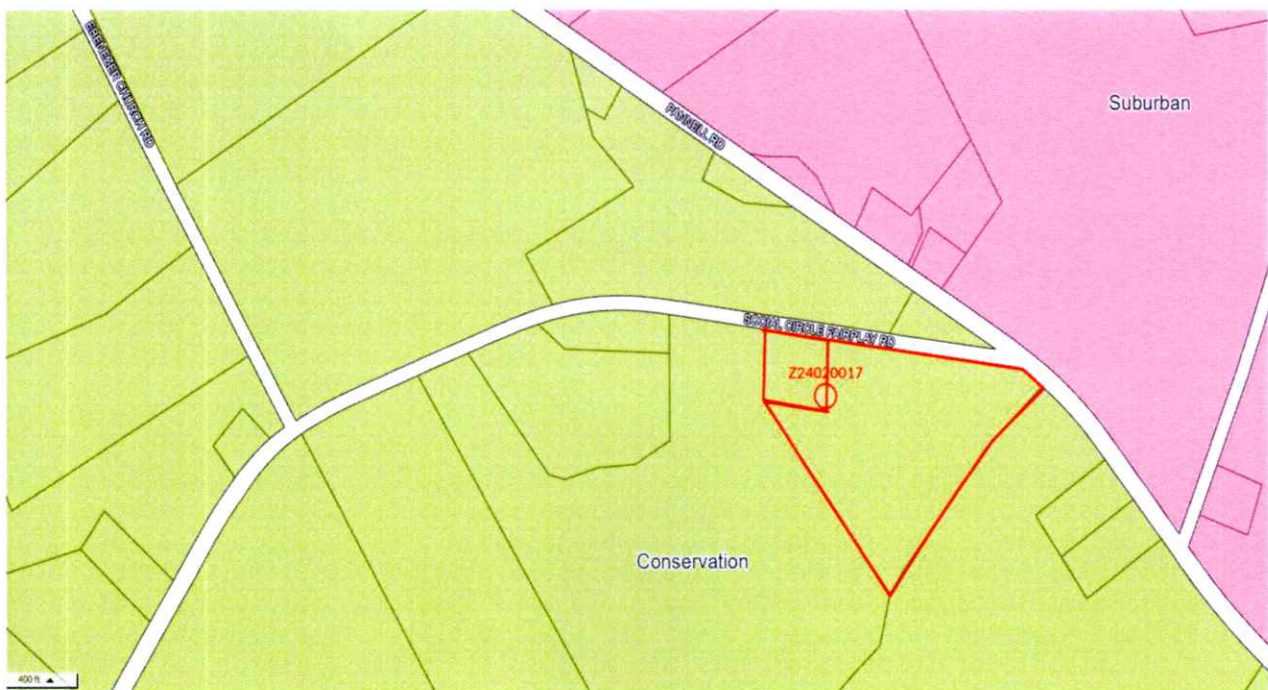
The surrounding properties are zoned A1.



Subdivisions surrounding property:



The Future Land Use Map for this property is Conservation.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: This request will not affect the Walton County Sheriff's Office.

Water Authority: This area is not currently served by the WCWD. Property is served by a well.

Fire Marshal Review: No comments at this time.

Fire Department Review: No comments at this time.

Board of Education: Will have no effect on the Walton County school system.

DOT Comments: Will not require coordination with Georgia DOT.

City of Social Circle Police Department: No comment

CASE WAS SCHEDULED FOR 4/11/2024 BUT DUE TO NOT HAVING A QUORUM, THE CASE WAS RE-SCHEDULED FOR 5/2/2024.

PC ACTION 5/2/2024:

**Z24020017-Rezone 17.00 acres from A1 to A for beef cattle business-
Applicants/Owners: William & Gina Hockaday-Property located on 26 Social Circle
Fairplay Rd, Social Circle Fairplay Rd & Pannell Rd/Map/Parcels
C1850043 & 41A- District 4.**

Presentation: Gina Hockaday represented the case. She stated that they did not want to rezone their property, but they have a beef cattle business that they started over a year ago. They also keep cows in Morgan County. They have a mobile vehicle, and they take the meat to farmers markets. They have the cattle on the farm, and they take them to the processor and then bring the meat back to store on the property. When they got the Agriculture License they were asked if they had a business license, and they did not. The reason they are rezoning the property to A is so they will be in compliance and can get a business license. The property is Conservation Use and they just raise the cattle there.

Keith Prather asked if they were going to build any other structures and Ms. Hockaday stated that they were not.

Tim Hinton stated that the reason that you are doing a rezone is to be in compliance and Ms. Hockaday stated that was correct.

Speaking: No One

Recommendation: Keith Prather made a motion to recommend approval only for use requested with a second by Josh Ferguson. The motion carried unanimously.

Rezone Application # 224020017 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 4-11-2024 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 5-7-2024 at 6:00PM held at **WC Historical Court House**

^{2.00} You or your agent must be present at both meetings ^{15.00}

Map/Parcel C1850043 / C1850041A00

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>William & Gina Hockaday</u> <u>26 Social Cir. Fairplay Rd</u> <u>Social Circle, GA 30025</u> E-mail address: <u>hockadayfarms@</u> <u>yahoo.com</u> Phone # <u>770-633-0837</u>	<u>William & Gina Hockaday</u> <u>26 Social Cir. Fairplay Rd.</u> <u>Social Circle, GA 30025</u> (If more than one owner, attach Exhibit "A") Phone # <u>770-633-0837</u>

Location: 26 Social Cir. Fairplay Rd Requested Zoning A Acreage 17

Existing Use of Property: residence & raising beef cattle

Existing Structures: house & small barn

The purpose of this rezone is to obtain business license for beef business. Cattle are raised on the property & taken to a USDA facility for processing.

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 Gina Hockaday Date 2/26/2024 Fee Paid \$ 350.00

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
East A1 West A1

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

Commission District: 4-Lee Bradford Watershed: / 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;

C1850041 - Walter Brett Hawk - A1 - hay/cattle
C1850042 - Walter Brett Hawk - A1 - residence
C1850052 - Walter Brett Hawk - A1 - crop farming
C1850044 - Makom J. Horace Jr. - A1 - cattle

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

N/A

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;

Gain - locally raised beet available
to public
Hardship - not able to gain business
license

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

Very suitable. No changes to existing
property and raising cattle under
conservation use.

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

Has not been vacant.

LETTER OF INTENT
APPLICATION FOR REZONING – WALTON COUNTY, GEORGIA

William and Gina Hockaday request rezoning of 17 acres located at 26 Social Circle Fairplay Road in Social Circle which is made up of parcel ID C1850043 and adjoining parcel ID C1850041A00 (the “Property”). The purpose for this request is only to obtain a business license for our family business, Hockaday Farms, LLC, which raises beef cattle on the Property. This request does not include any residential nor commercial development.

Cattle raised on the Property is taken to Midsouth Packers, a USDA facility in Forsyth, GA, for processing and packaging. Hockaday Farms stores the meat in freezers at the Property and operates under Georgia Food Safety Mobile Vehicle License # 5175356 issued by the Georgia Department of Agriculture which allows retail sales of meat, poultry and seafood. Frozen meat products are to be sold at farmers markets, small stores and food establishments.

Walton County Planning and Development has advised that the Property must be rezoned from A1 to A in order to be granted a business license. We respectfully request rezoning of the Property.

Sincerely,

**William and Gina Hockaday, Property Owners
26 Social Circle Fairplay Rd
Social Circle, GA 30025**

HOCKADAY FARMS
26 SOCIAL CIRCLE FAIRPLAY RD
SOCIAL CIRCLE, GA 30025

The enclosed Georgia Mobile Vehicle License is valid for one year from date of issue.

This license should be displayed along with your local business license and/or state tax number certification. Your inspector will need to verify that your license contains the necessary information from time to time during their routine inspection. **Please Note:** Additional equipment and/or structural changes may become necessary should you decide to handle different food products than those for which you were originally licensed.

We have updated our website. Visit www.kellysolutions.com/GA to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your information online anytime. You can make secure payments by credit card to renew your license, and you can refer people to this website to validate your credentials. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features. If you have questions or concerns regarding your License, please contact: Georgia Department of Agriculture, (404) 463-6428 or email the licensing Coordinator at cp-licensing@agr.georgia.gov.

(Fold or cut on line to display)

Georgia Department of Agriculture
Food Safety Division
19 Martin Luther King Jr. Dr. SW
Atlanta, GA 30334
Tele: (404) 656-3627 Fax: (404) 463-6428
agr.georgia.gov

MOBILE VEHICLE LICENSE

This license expires 12 months from date of issue, but for as long as appropriate fee thereon is paid, may be deemed to be renewed from year to year unless surrendered, abandoned, revoked or cancelled; or unless the Commissioner of Agriculture shall require a new application for any annual renewal thereof.

Expiration Date:
11/26/2024

License Number:
5175356

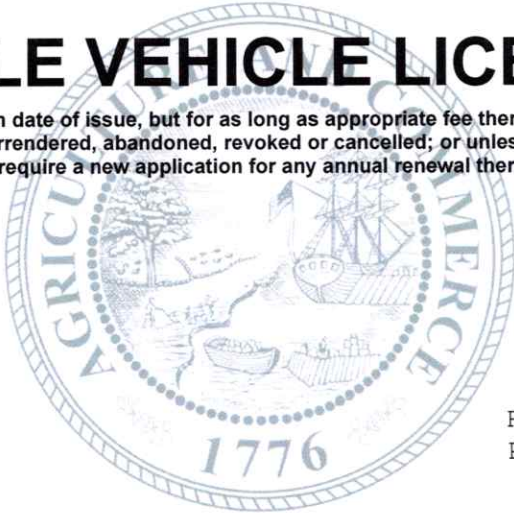
HOCKADAY FARMS
26 SOCIAL CIRCLE FAIRPLAY RD
SOCIAL CIRCLE, GA 30025

Firm Type Code:

RETAIL SALES: MEAT,
POULTRY, SEAFOOD

Vehicle VIN#

This License Is Not Transferable and Must Be Posted At All Times In A Prominent Business Location





Walton County Tax Commissioner's Office Evidence of Personal Property Ad Valorem Tax Payment

Complete the following information and email to: _____
This form is required to obtain an Occupational Tax Certificate (Business License)

Business License #: TBD_____

Business Name: Hockaday Farms LLC_____

Business Address: 26 Social Circle Fairplay Rd._____
Social Circle, GA 30025_____

Type of Business: Beef Cattle Ranching and Farming_____

Owner of Business: Gina Hockaday / William Hockaday_____

Contact: Gina Hockaday_____

Owner of Property: Gina Hockaday / William Hockaday_____

Contact #: 770-633-0837_____

This section must be completed by the Tax Commissioners Office prior to submittal to Planning and Development for Occupational Tax Certificate (Business License)

TAX COMMISSIONER'S CERTIFICATION OF PERSONAL PROPERTY AD VALOREM TAX PAYMENT

All personal property ad valorem taxes due and payable the county has been paid by _____ (Name of Business).

By: _____

Name: _____

Title: _____

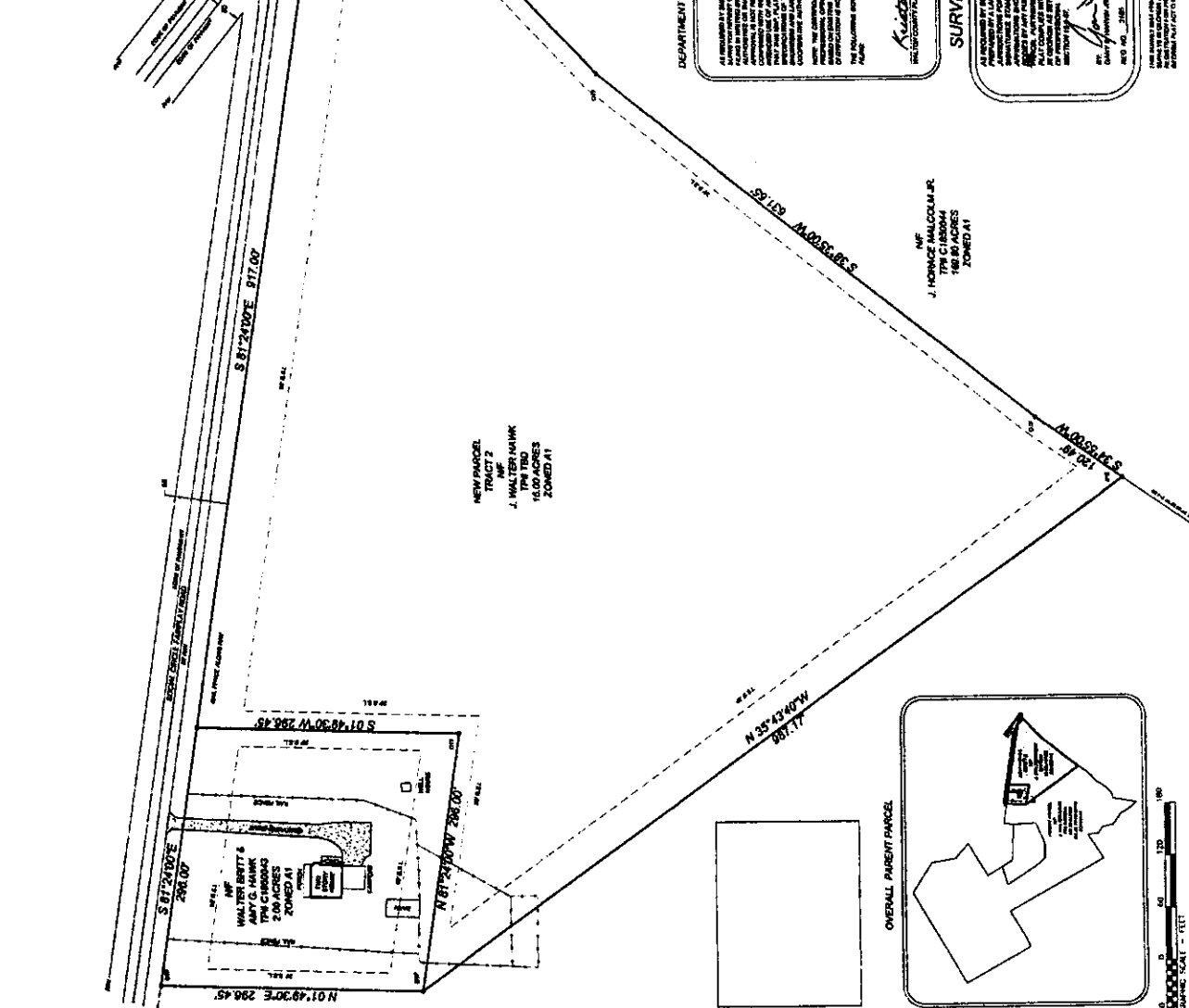
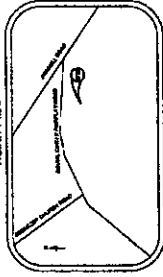
Date: _____

PROJECT # 2002-001
 J. WALTER HAWK & AMY G. HAWK
 MINOR SUBDIVISION PLAT FOR:
 J. WALTER HAWK AND
 WALTER BRITT & AMY G. HAWK
 79 SOCIAL CIRCLE FAIRPLAY ROAD
 WALTON COUNTY, GA
 TPN C1620041

DATE: JANUARY 21, 2002
 SCALE: AS SHOWN
 SHEET: 1 OF 1

678-840-5500
 1425 NORTH
 EAST PRO
 LAND SURVEYING & PLANNING
 COMM. #18788888

WALTON COUNTY
 SURVEYORS
 1900 WEST VINEYARD
 WADSWORTH, GA 30087



OWNER INFORMATION
 PARENT PARCEL OWNER:
 J. WALTER HAWK & AMY G. HAWK
 79 SOCIAL CIRCLE, FAIRPLAY ROAD
 WADSWORTH, GA 30087
 NEW PARCEL, TRACT 2 OWNER:
 J. WALTER HAWK
 1900 WEST VINEYARD ROAD
 WADSWORTH, GA 30087

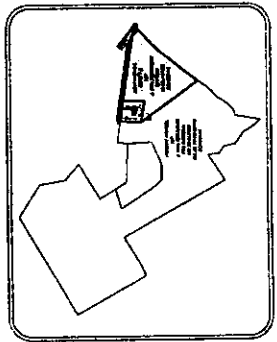
DEPARTMENT OF PLANNING AND DEVELOPMENT STATEMENT:
 THIS PARCEL IS LOCATED WITHIN THE UNINCORPORATED AREA OF WALTON COUNTY, GEORGIA. THE PLANNING AND DEVELOPMENT DEPARTMENT HAS REVIEWED THE PLAT AND FINDS THAT THE PLAT COMPLETES THE REQUIREMENTS OF THE GEORGIA SUBDIVISION ACT AND THE LOCAL ORDINANCES OF WALTON COUNTY, GEORGIA. THE PLANNING AND DEVELOPMENT DEPARTMENT HAS REVIEWED THE PLAT AND FINDS THAT THE PLAT COMPLETES THE REQUIREMENTS OF THE GEORGIA SUBDIVISION ACT AND THE LOCAL ORDINANCES OF WALTON COUNTY, GEORGIA. THE PLANNING AND DEVELOPMENT DEPARTMENT HAS REVIEWED THE PLAT AND FINDS THAT THE PLAT COMPLETES THE REQUIREMENTS OF THE GEORGIA SUBDIVISION ACT AND THE LOCAL ORDINANCES OF WALTON COUNTY, GEORGIA.

SURVEYOR'S CERTIFICATION
 I, the undersigned, a duly licensed Professional Surveyor in the State of Georgia, do hereby certify that I have personally supervised the survey and the preparation of this plat, and that the same is a true and correct representation of the facts as shown by the field notes and other data upon which it is based. I have also personally examined the original field notes and other data upon which it is based, and I find them to be correct and reliable. I have also personally examined the original field notes and other data upon which it is based, and I find them to be correct and reliable. I have also personally examined the original field notes and other data upon which it is based, and I find them to be correct and reliable.

DATE: 02/08/2002
 SURVEYOR: Keith P. Papp
 2-4-31

NOTICE:
 1. THE PLAT IS FOR THE SUBDIVISION OF LAND AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 2. THE PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 3. THE PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSE.
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 10. THE PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

NOTICE:
 1. THE PLAT IS FOR THE SUBDIVISION OF LAND AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
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 10. THE PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSE.





Planning and Development Department Case Information

Case Number: Z24030001

Meeting Dates: Planning Commission 04-11-2024 – Case continued to 05-02-2024
Board of Commissioners 06-04-2024

Applicant:
Norman L Kennebrew
2547 Lithonia West Drive
Lithonia, Georgia 30058

Owner:
Phillip Ozburn
1250 Broughton Lane
Newborn, Georgia 30056

Current Zoning: B2

Request: Rezone 2.24 acres from B2 to M1 for a portable concrete plant (DRI applied for #4158)

Address: 2435 Highway 278 and Highway 278, Social Circle, Georgia 30025

Map Number: C1580075D00 and C1580075H00

Site Area: C1580075D00 is 1.24 acres and C1580075H00 is 1.00 acre

Character Area: Employment Center

District 4: Commissioner–Lee Bradford Planning Commission –Keith Prather

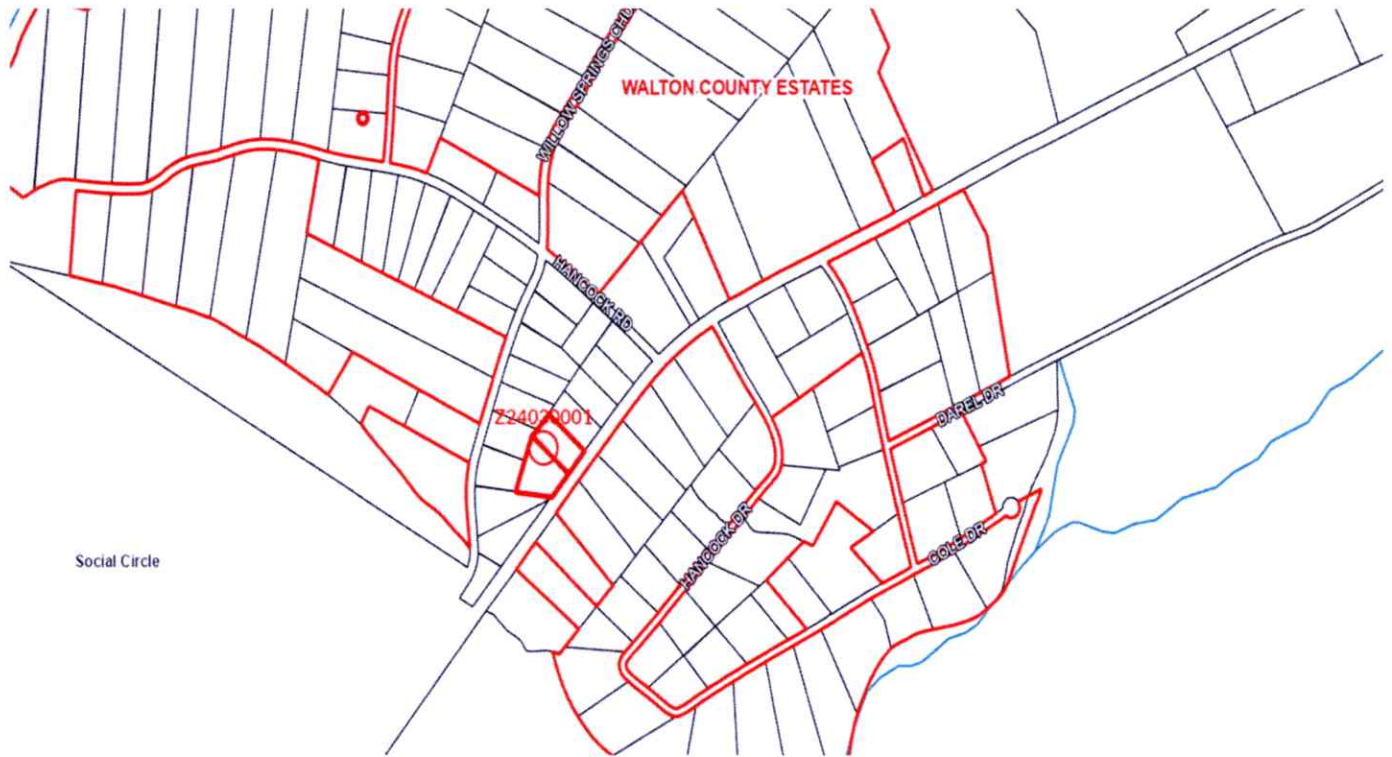
Existing Site Conditions: Property consists of 2.24 acres. 2435 Hwy 278 is 1.24 acres and Hwy 278 is 1.00 acres.



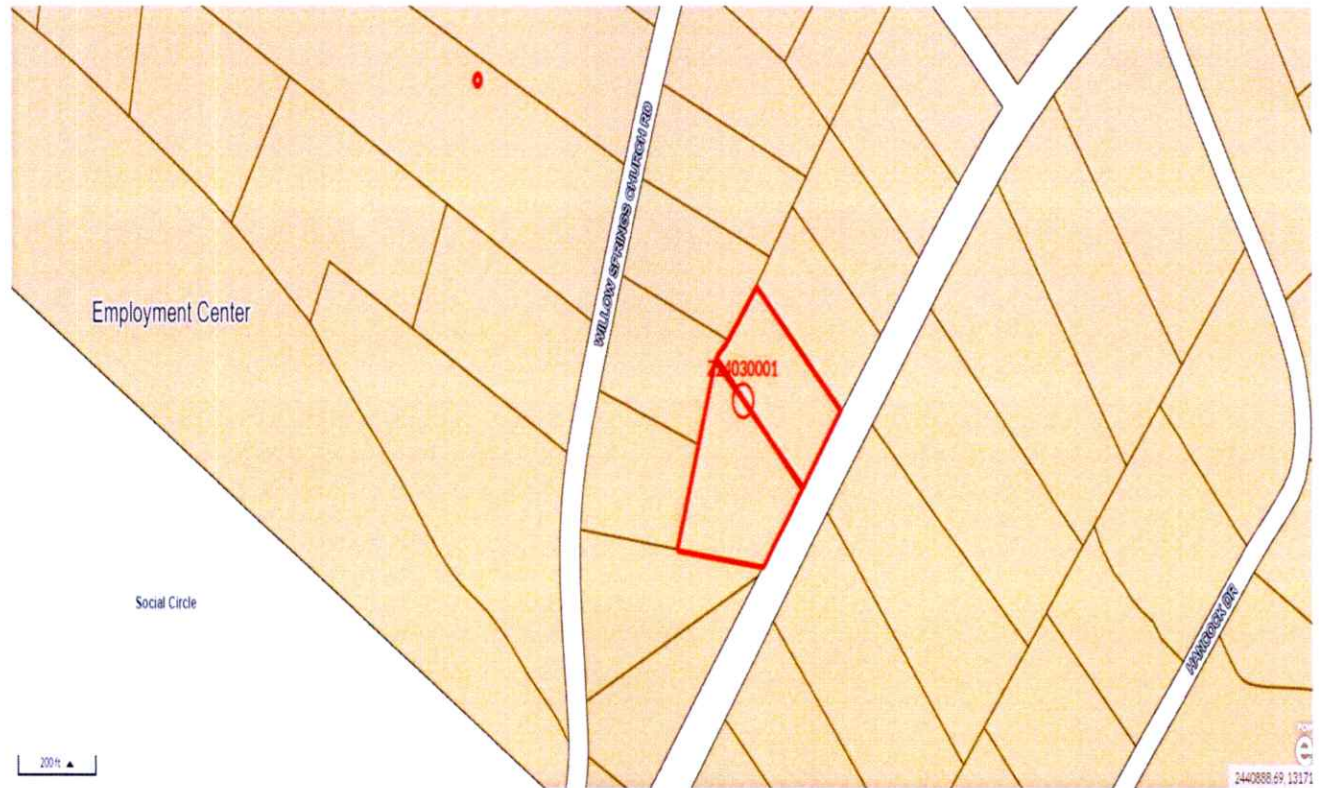
The surrounding properties are zoned A2, B2, and B3.



Subdivisions surrounding property:



The Future Land Use Map for this property is Employment Center.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: The Walton County Sheriff's Office conducts regular business checks on main thoroughfares on night shift where applicable. This business would increase big truck traffic in that area potentially causing more MVA's in an already congested area.

Water Authority: This property is located within the City of Social Circle service area.

City of Social Circle Water Department: Water can be supplied by the City of Social Circle. We have no conflict.

City of Social Circle Police Department: Concern with traffic and the damage the trucks and work product will do to the roadway. Whereas we cannot realistically stop this plant from happening – not if we want construction to be completed – I would implore the commissions to create very real and enforceable roadway and environmental standards. Acceleration and deceleration lanes into and out of the facility so as not to impede the normal flow of traffic. Active water stations to keep the concrete mixture dust down and off the vehicles coming into the roadway. Road sweepers routinely sweep the roadway from the concrete products. Where are they going to have/get their water? These plants are dirty, dusty, and produce a significant amount of by-product waste that is transferred into the community and onto the roadways by the dump trucks delivering raw materials and the cement trucks delivering the final product. They also consume a lot of water. Are they looking to have the water trucked in, get it from a local water source, or get it from pipe supplied water?

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, Georgia Accessibility Code and Walton County Ordinances. Fire hydrant shall be located within 500 ft. Full plan review shall be performed.

Fire Department Review: No comments at this time.

Board of Education: Will have no effect on the Walton County School System.

DOT Comments: Will require coordination with Georgia DOT.

CASE WAS SCHEDULED FOR 4/11/2024 BUT DUE TO NOT HAVING A QUORUM, THE CASE WAS RE-SCHEDULED FOR 5/2/2024.

PC ACTION 5/2/2024:

**Z24030001-Rezone 2.24 acres from B2 to M1 for portable concrete plant-
Applicant: Norman L Kennebrew/Owner: Phillip Ozburn-Property located on 2435
Hwy 278 & Hwy 278/Map/Parcels C1580075D00 & 75H00-District 4.**

Presentation: Norman Kennebrew represented the case and stated that he would like to make a portable concrete plant and manufacture concrete to serve the area.

Keith Prather asked if there was a rendering of what he wants to do and he was advised that the engineer, Hanna Casswell, submitted the plan to the county.

Josh Ferguson asked if Mr. Kennebrew was going to add more buildings and Mr. Kennebrew stated that pretty much what he wants to do is on the site plan. It will be clean and covered on the outside and they will utilize the existing building on the property and will be adding to it for their office area.

Keith Prather asked about the process and would they be bringing in the cement material. Mr. Kennebrew stated that it would be kept in a silo container, and it would be mixed with water and cement and be taken out in about 5 trucks.

Keith Prather asked about how many loads per hour and Mr. Kennebrew stated 2 to 3 loads and will go up from there as business picks up.

Tim Hinton asked about hours of operation and Mr. Kennebrew stated that it would depend on who orders it because if it is residential they would deliver during the day but commercial can be early.

Josh Ferguson asked if this was a portable plant, can you move the entire plant in 24 hours and Mr. Kennebrew stated that you could, and that E.R. Snell has a similar mobile plant.

Josh Ferguson asked if the portable cement plant would be moved a lot and Mr. Kennebrew stated that it would not.

Keith Prather asked if it would be closed in on all sides and Mr. Kennebrew stated no but he would make sure there was no pollution.

Timothy Kemp stated that there will be dust around and Mr. Kennebrew stated it would be minimal and they can get a dust permit and they would go with what is allowed per EPD and the environment.

Timothy Kemp then asked would it be 3 products and Mr. Kennebrew stated that it would be sand, water and cement. Mr. Kemp stated that you would be having trucks delivering and trucks going out.

Tim Hinton asked if tractor trailers would haul it in to put in the silos or would it be stockpile and Mr. Kennebrew stated that they would put gravel down, but it would be stockpile and there would be sides so there would be no dirt or gravel exposure.

Josh Ferguson asked where on the site plan you can see this, and Mr. Kennebrew stated it shows on the site plan.

Mr. Kennebrew stated that some of the products are going to be recycled material. They are working on material coming from Egypt and this is the greatest concrete on earth.

Terry Eison asked when the trucks return are they going to wash out on site and Mr. Kennebrew stated that they would and that EPD will monitor that as well as water quality.

Terry Eison stated that they would need a separate storm drain and Mr. Kennebrew stated that everything around there is on a well.

Timothy Kempt asked how many trucks would be stored on the property and Mr. Kennebrew stated up to 10.

Speaking: James Evans, who lives on Daryl Drive in Social Circle addressed the Board. Mr. Hinton asked where do you live based on this address and Mr. Evans stated a couple of miles down the road. Mr. Evans stated that the road on Highway 278 is a 2-line black top. There are already 18 wheelers going and coming from General Mills and Dart plants. The traffic is bad and now they are going to have cement trucks. There is limited site distance between this property and the hill. He objects because of the hours of operation, run-off, noise of trucks and traffic. He does not think commercial belongs here because all is residential.

Applicant came back for rebuttal and stated that he is willing to do whatever including a decel lane. The property is not in the curve that it is a slight hill. They will be using the existing entrance now as it stands. Regarding the concern about water contamination, Mr. Kennebrew advised that there will be no contamination and it will be monitored by EPD.

Keith Prather stated that the DRI (Development Regional Impact) reports stated that the county should measure the life cycle costs of the infrastructure needed to serve this project to ensure that they would not be committing to more maintenance expenses than the new tax revenue can cover. The report also addressed concerns about noise and dust.

Recommendation: Keith Prather made a motion to recommend denial with a second by Timothy Kemp. The motion carried unanimously.

(DEVELOPMENTS OF REGIONAL IMPACT FINAL REPORT IS ATTACHED)

Rezone Application # 224030001
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date ⁴⁻¹¹⁻²⁰²⁴ ~~04-26-24~~ at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date ⁵⁻⁷⁻²⁰²⁴ ~~06-02-26~~ at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel 1.24 1.00 **C1580075D00, C1580075H00**

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>NORMAN L. KENNEBREW</u> <u>2547 LITHONIA WEST DR.</u> <u>LITHONIA, GA 30058</u>	<u>OZBURN PHILLIP</u> IN PROCESS TO BE: <u>1250 BROUGHTON LANE</u> <u>NORMAN L.</u> <u>NEWBORN, GA 30056</u> <u>KENNEBREW</u> <u>2547 LITHONIA WEST</u> <u>DR. LITHONIA, GA 30058</u>
E-mail address: <u>ron@404concrete.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>404-873-3626</u>	Phone # <u>404-873-3626</u>
Location: <u>0 & 2435 HWY 278</u>	Requested Zoning <u>M1</u> Acreage <u>2.24 ACRES</u> <u>COMBINED</u>
Existing Use of Property: <u>INDUSTRIAL/COMMERCIAL</u>	
Existing Structures: <u>1500 SF INDUSTRIAL BUILDING WITH SIDE AND REAR DOCKS</u>	
The purpose of this rezone is <u>PROVIDE A PORTABLE CONCRETE PLANT WITH A NEW MAINTENANCE BUILDING AND AN EXISTING OFFICE BUILDING ON THE TWO PARCELS: C1580075D00, C1580075H00</u>	
Property is serviced by the following:	
Public Water: <u>X</u> Provider: <u>WALTON COUNTY</u> Well: _____	
Public Sewer: _____ Provider: _____ Septic Tank: <u>X</u>	
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>4/11/24</u> Fee Paid <u>\$ 450</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 B2 Surrounding Zoning: North B2 South A-2
East B3 West B2

Comprehensive Land Use: Employment Center **DRI Required?** Y N _____

Commission District: 4-Lee Bradford Watershed: _____ TMP _____

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: NORMAN L. KENNEBREW

Address: 2547 LITHONIA WEST DR. LITHONIA, GA 30058

Telephone: 404-873-3626

Location of Property: 2435 US-278 SOCIAL CIRCLE, GA /0 US-278 SOCIAL CIRCLE, GA

Map/Parcel Number: C1580-00000-075-D00, C1580-00000-075-H00

Current Zoning: B2 Requested Zoning: M1

N.L. Kennebrew
Property Owner Signature

Phillip Ozburn
Property Owner Signature

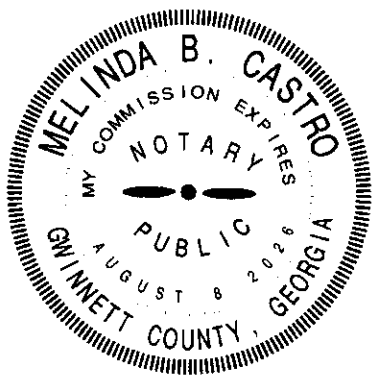
Print Name: NORMAN L. KENNEBREW
 Address: 2547 LITHONIA WEST DR. LITHONIA, GA 30058
 Phone #: 404-873-3626

Print Name: OZBURN PHILLIP
 Address: 1250 BROUGHTON LANE NEWBORN, GA 30056
 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.

Melinda B. Castro
Notary Public

03-01-24
Date



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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

THE PROPERTY DIRECTLY EAST OF PARCEL C1580075D00 IS ZONED B3. THE PROPERTY ADJACENT TO THE WEST SIDE OF PARCEL C1580075H00 IS ZONED B2. THE PROPERTIES LOCATED DIRECTLY ACROSS US-278 FROM BOTH SUBJECT PARCELS ARE ZONED MH.

NOTE: C158007H00 KNOWN ADDRESS 2535 HWY 278. C150075H00 ADDRESS 0 US-HWY 278.

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

IT IS NOT EXPECTED THAT PROPERTY VALUES WOULD BE DIMINISHED IF REZONING IS GRANTED. THE EXISTING BUILDING WILL REMAIN AND SERVE AS AN OFFICE. THE LAND VALUE IS EXPECTED TO INCREASE WITH THE NEW CONSTRUCTION OF A MECHANIC BUILDING. PORTABLE CONCRETE PRODUCTION EQUIPMENT WILL BE PLACED IN THE REAR PORTION OF THE WESTERN (1.24 ACRE) PROPERTY. ASSOCIATED PARKING AND DRIVE IS PROPOSED FOR THE NEW MECHANIC BUILDING. A NEW SEPTIC SYSTEM IS PROPOSED FOR THE EXISTING VACANT LOT THAT WILL SUPPORT THE MECHANIC SHOP.

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

IF REZONING IS GRANTED, THE EXISTING BUILDING WILL REMAIN AND SERVE AS AN OFFICE. THE LAND VALUE IS EXPECTED TO INCREASE WITH THE NEW CONSTRUCTION OF A MECHANIC BUILDING. PORTABLE CONCRETE PRODUCTION EQUIPMENT WILL BE PLACED IN THE REAR PORTION OF THE WESTERN (1.24 ACRE) PROPERTY. ASSOCIATED PARKING AND DRIVE IS PROPOSED FOR THE NEW MECHANIC BUILDING. A NEW SEPTIC SYSTEM IS PROPOSED FOR THE EXISTING VACANT LOT THAT WILL SUPPORT THE MECHANIC SHOP.

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

ACCORDING TO THE COUNTY'S FUTURE LAND USE PLAN, THE PROPERTIES ARE DESIGNATED AS EMPLOYMENT CENTER. THE PROPOSED USE SUPPORTS EMPLOYMENT CENTER. THE PROPOSED ESTABLISHMENT WILL EMPLOYEE LOCAL WORKERS, AS WELL AS THE CONSTRUCTION NEEDS OF LOCAL BUSINESSES AND RESIDENTS.

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

THE FUTURE LAND USE EXHIBITS EMPLOYMENT CENTER. EMPLOYMENT CENTER
ALLOWS A CONCRETE PLANT.

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 WESTERN PROPERTY HAS BEEN UNDEVELOPED VACANT FOR OVER
30 YEARS.
THE EASTERN PROPERTY HAS BEEN DEVELOPED WITH AN INDUSTRIAL
BUILDING FOR APPROXIMATELY 20 YEARS



MARCH 4, 2024

Walton County Planning & Development
126 Court Street
Monroe, GA 30655
770/267-1319

Subject: Letter of Intent for REZONING for 0 Hwy US-278 AND 2535 US-Hwy 278 Social Circle, Walton County, GA 30025

**PARCEL ID:
C1580075D00
C1580075H00**

To Whom It May Concern:

The purpose of this letter is to provide intent regarding the request rezoning of the two subject parcels. Our team would like to express our appreciation for the approval and are excited about developing in the community. Casswell Design Group, LLC is a LEED® certified company and we take great pride in serving and protecting the community. 404Concrete is a veteran and minority owned company who is also a citizen of the community.

404Concrete will be an enclosed concrete plant, designed as a portable mixing plant offering a localized facility to keep trucks off arterial roads. The proposed location will offer an additional localized advantage and will employ people in the local community. Casswell Design Group, LLC (CDG) feels that the proposed use would be an acceptable use for the property and would contribute to the local community development and overall growth of the surrounding area. The area is currently industrial and zoned light industrial. All sides of the site border against other industrial zoned properties.

The subject parcels are proposed to be combined for the single business use. Addresses related to the two subject parcels C158007H00 KNOWN ADDRESS 2535 HWY 278. C150075H00 ADDRESS 0 US- HWY 278.

The property directly east of parcel C1580075D00 is zoned B3. The property adjacent to the west side of parcel C1580075H00 is zoned B2. The properties located directly across us-278 from both subject parcels are zoned MH.

It is not expected that property values would be diminished if rezoning is granted. The existing building will remain and serve as an office. The land value is expected to increase with the new construction of a mechanical building. Portable concrete production equipment will be placed in the rear portion of the western (1.24 acre) property. Associated parking and drive is proposed for the new mechanical building and is proposed within the overall property limits (1.0 acres + 1.24 acres). A new septic system is proposed for the existing vacant lot that will support the mechanic shop.

As we understand, the future land use exhibits Employment Center, which allows a concrete plant. The proposed use supports the Employment Center use. The proposed establishment will employ local workers, as well as the construction needs of local businesses and residents.

The western property has been undeveloped & vacant for over 30 years. The eastern property has been developed with an industrial building for approximately 20 years.

Casswell Design Group, LLC 279 W. Crogan St, Lawrenceville, GA 30046
404-317-9766



The specific operations to be performed are as follows:

Use equipment to produce concrete and concrete products by batching or mixing cements.

The hours of operation are as follows: 7am-7pm

Operations: Plant mixing will be enclosed. Office will be indoors.

Materials will be stored on the property.

Aggregate (sand rock gravel) and cementitious material (Concrete powder, fly ash) will be stored on site.

Safety Measures:

Concrete as a building material is not a waste material; therefore, waste material will not be stored on the property. 404Concrete eliminates waste by using cement dust in crushed concrete or running through a reclaimer and essentially is not a waste at all. However, we have taken several precautions and design measures for any waste that may occur in capturing the dust.

One form of 404Concrete dust capturing methods is the 3-bay concrete washout. The 3-bay concrete washout complies with the EPA regulations to contain concrete and liquids when the chutes of concrete mixers and hoppers of concrete pumps are rinsed out after delivery. The washout facilities consolidate solids for easier disposal and prevent runoff of liquids. The washout prevents any runoff into the ground and prevents contaminating the groundwater. It also prevents the migration into any of the storm drains, which ensures that the pH of area waters do not increase and that there is no harm to aquatic life. The filter is designed downstream the concrete washout and upstream from the detention/water quality pond. This location ensures that solids are not able to clog the storm drain pipes or cause flooding.

Our on-site state of the art dust collectors uses a pulse of compressed air controlled by a timer and designed to specify the air inlet pressure to the manifold and pulse valves necessary for effective dust removal. Any cement dust is collected in a fleece bag with a multi-ply fabric design that helps manage air equilibrium while collecting 0.3 micron or larger dust particles. The fleece bags have port-closing mechanisms for containment. This keeps the dust contained after removing the bag from the vacuum canister's port. The fleece bag has enough structural integrity to withstand the weight of the collected dust and prevent tearing. We only fill the bags 80% full to prevent busting.

The operation is open to serve public via delivery.

There are no residential parcels bordering the site.

Cleaning trucks:

404Concrete implores Synpro Products, which are all acid free and they clean concrete off mixer trucks and are safe for equipment, employees, and the environment. They are also an approved truck wash and concrete remover that have EPA approval. Trucks will be washed with recycled water from recycled water.

Federal EPA:

Testing results will be submitted as required with the attached permits.

Methods to minimize any adverse air/water quality impacts based on current industry standards:

A 3-bay concrete washout is proposed to capture particles. The washout prevents any runoff into the ground and prevents contaminating the groundwater. It also prevents the migration into any of the storm drains, which ensures that the pH of area waters do not increase and that there is no harm to aquatic life.

**Cascade Filter:**

A Cascade filter is designed downstream the concrete washout and upstream from the detention/water quality pond. This location ensures that solids are not able to clog the storm drainpipes or cause flooding.

404Concrete employs on-site state of the art dust collectors. Any cement dust is collected in a fleece bag.

Water Quality:

Downstream waters will be protected with Stormwater Detention and Water Quality measures.

- 3-bay washout settling pool
- Cascade separator filter for additional water quality
- Storm water quality design shall meet GA current Stormwater Manual

The above methods comply with GSWCC and GA EPD standards.

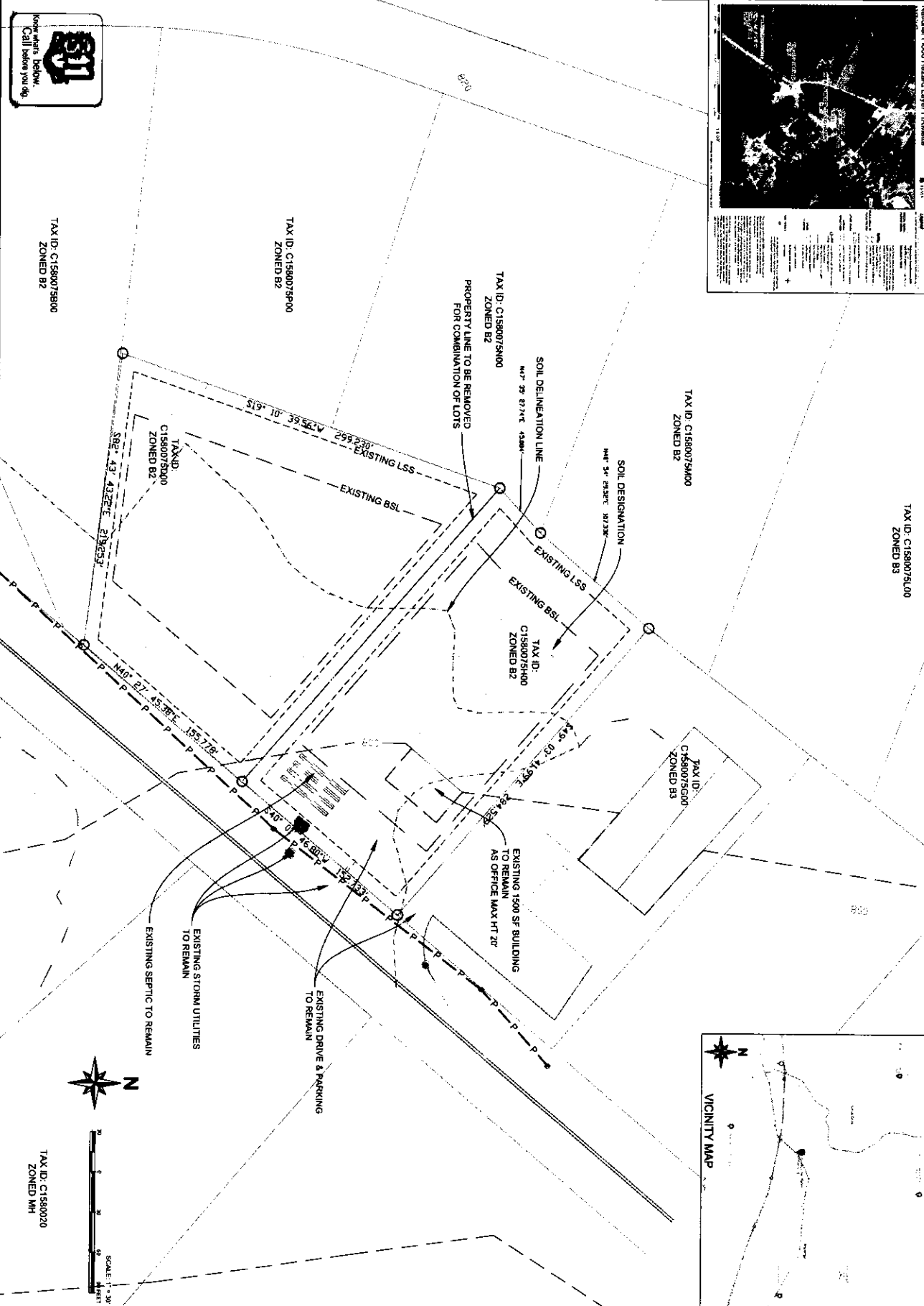
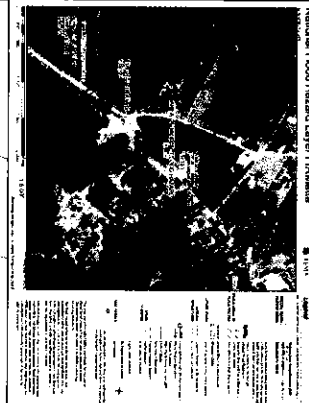
Air Quality:

Tests will be submitted as required with the attached permits.

Please reach out if you have questions.

Best regards,

Hanna Casswell, LEED AP
Casswell Design Group, LLC
hannacasswell@ymail.com
(404) 317-9766



TAX ID: C1580078900 ZONED B2

TAX ID: C1580075P00 ZONED B2

TAX ID: C1580075M00 ZONED B2

TAX ID: C1580075L00 ZONED B3

TAX ID: C1580075D00 ZONED B2

TAX ID: C1580075G00 ZONED B3

TAX ID: C1580020 ZONED MH

EXISTING LSS

EXISTING BSL

SOIL DELINEATION LINE

SOIL DESIGNATION

PROPERTY LINE TO BE REMOVED FOR COMBINATION OF LOTS

EXISTING 1500 SF BUILDING TO REMAIN AS OFFICE MAX HT 20'

EXISTING DRIVE & PARKING TO REMAIN

EXISTING STORM UTILITIES TO REMAIN

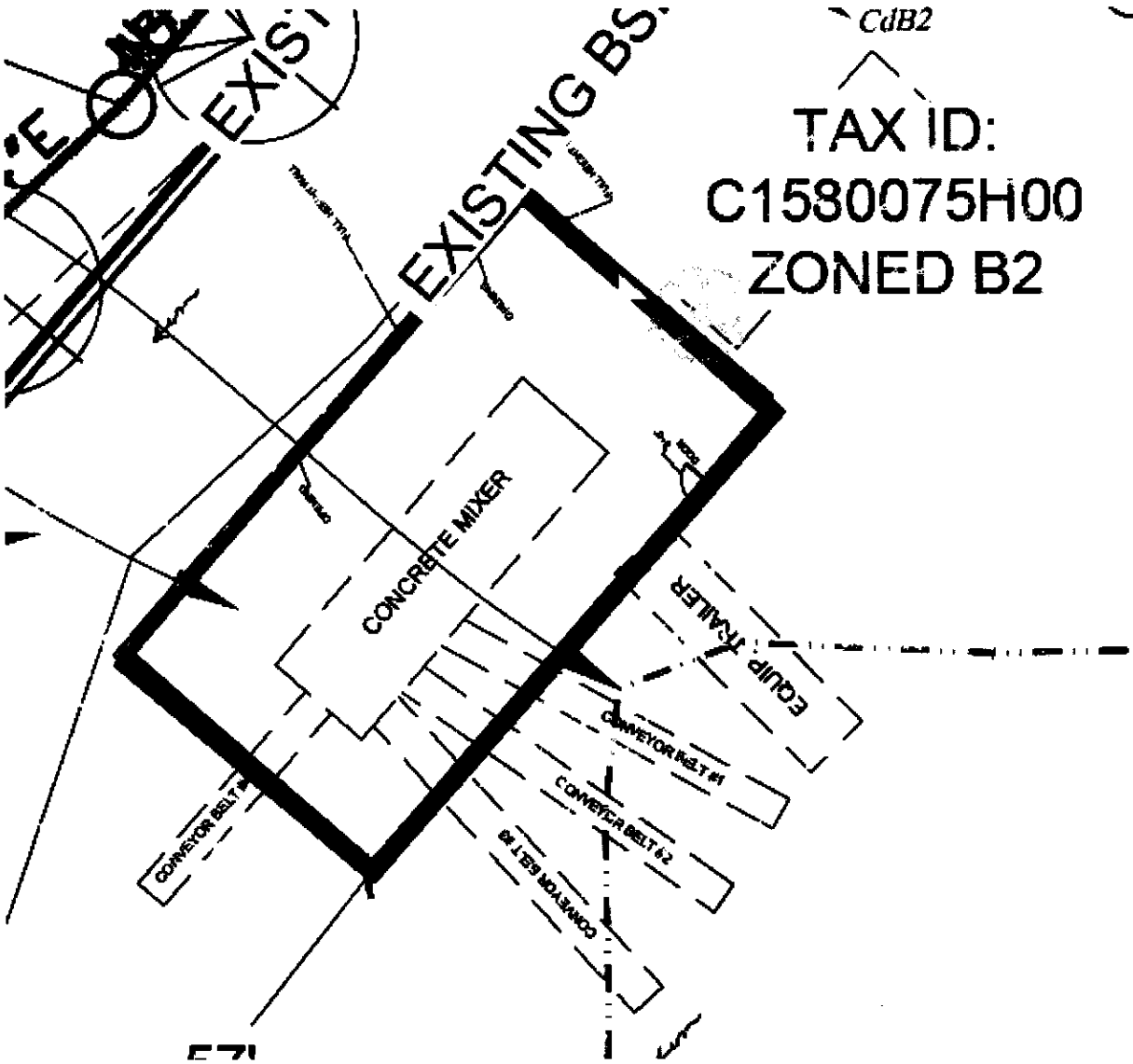
EXISTING SEPTIC TO REMAIN

SCALE: 1" = 30'

VICINITY MAP

NOT FOR FINAL RECORDING

<p>DATE: DECEMBER 01, 2023</p> <p>PROJECT NUMBER: 22500</p> <p>SHEET NUMBER: C101</p>	<p>SHEET TITLE: EXISTING CONDITIONS PLAN</p> <p>DEVELOPER: Kennebrev Norman L</p> <p>PROJECT: 404 CONCRETE READY MIX 2435 US HWY 278 & O US HWY 278 SOCIAL CIRCLE, GA 30025</p>	<p>DAGoo Co.</p> <p>Atlanta Cincinnati Los Angeles</p> <p>678-278-2222 678-278-1633</p>	
	<p>DATE: DECEMBER 01, 2023</p> <p>PROJECT NUMBER: 22500</p> <p>SHEET NUMBER: C101</p>		



ID: C1580075B00
ZONED B2

ID: C1580075F00
ZONED B2

TAX ID: C1580075N00
ZONED B2

NEW CONCRETE EQUIPMENT ELEVATION LINE
MAX HT 45'

PROPERTY LINE TO BE REMOVED
FOR COMBINATION OF LOTS

NEW TREES - 29'52"

EXISTING LSS
EXISTING BSL
EXISTING LSS
EXISTING BSL

TAX ID: C1580075H00
ZONED B2

NEW CONCRETE PAVEMENT
EXISTING 1500 SF BUILDING
TO REMAIN
AS OFFICE MAX HT 20'

NEW DETENTION AREA
MAX HT 35'

Concrete Mixer
Equip Trailer

CASCADE SEPARATOR FILTER

New Dosing Chamber

New 35' x 10' Backhoe

15' Proposed Building Setback

TAX ID: C1580075D00
ZONED B2

15' Proposed Building Setback
S82° 43' 43.22"E 219.253'
N82° 43' 43.22"W 219.253'

US-278 70' R/W
MINOR ARTERIAL
(4,270 ADT)
55 MPH

EXISTING DRIVE & PARKING
TO REMAIN
EXISTING SEPTIC TO REMAIN
NEW PRESBY SEPTIC
NEW STORM PIPE
TO THE INTO EXISTING

NEW TREES

NEW STORM PIPE
OCS

NEW TREES

NEW DECELL LANE



DEVELOPMENTS OF REGIONAL IMPACT

Final Report

Northeast Georgia Regional Commission • 305 Research Drive, Athens, Georgia • www.negrc.org

The Northeast Georgia Regional Commission (NEGRC) has completed its review of the following Development of Regional Impact (DRI). This report contains the NEGRC’s assessment of how the proposed project relates to the policies, programs, and projects articulated in the Regional Plan and Regional Resource Plan. Also included is an assessment of likely interjurisdictional impacts resulting from the proposed development, as well as all comments received from identified affected parties and others during the fifteen-day comment period.

The materials presented in this report are purely advisory and under no circumstances should be considered as binding or infringing upon the host jurisdiction’s right to determine for itself the appropriateness of development within its boundaries.

Transmittal of this DRI report officially completes the DRI process. The submitting local government may proceed with whatever final official actions it deems appropriate regarding the proposed project, but it is encouraged to take the materials presented in the DRI report into consideration when rendering its decision.

Project I.D.:	DRI #4158
Name of Project:	404 Concrete Ready Mix
Name of Host Jurisdiction:	Walton County

Background

DRI review was initiated following the developer’s request to rezone the site from B2 (Commercial) to M1 (Industrial). Potentially affected parties were asked to submit comments on the proposal during the 15-day period of 4/11/2024 – 4/26/2024.

Proposed Development

404 Concrete Ready Mix (Norman Kennebrew) is proposing the construction of a concrete plant with 2,877 square feet of manufacturing space and 2,200 square feet of office/warehouse/maintenance space on a 2.2-acre site in unincorporated Walton County. The new maintenance building would be built fronting US-278 and would include a three-bay concrete washout area. The manufacturing area with new concrete equipment would be located behind the maintenance building and would include a concrete mixer, four conveyor belts, an equipment trailer area, and a wall enclosure for the concrete mixer. A fuel area is proposed to the west of the new concrete equipment.

The site has an existing driveway connected to an existing 1,500-square-foot office space. The site plan proposes to build an additional site entrance with an acceleration/deceleration lane in front of the proposed maintenance building. The existing six parking spaces on site would be supplemented by nineteen additional standard parking spaces and four truck parking spaces.

The site plan includes a detention pond along the southwestern edge of the site to handle site stormwater. The site plan also proposes a cascade separator filter and a water quality filter basin connected to the detention pond. The site has an existing septic system that would remain, and the site plan proposes an additional

Presby septic system, a new septic tank, and a new dosing chamber. The site also has existing stormwater infrastructure, which would be supplemented by new stormwater pipeline that would tie into the existing infrastructure.

The site plan appears to propose a 10-foot landscaping setback surrounding the site, a 60-foot front building setback, and a 15-foot side building setback. It appears that an existing 30-foot rear building setback would remain. New trees would be planted around the site's perimeter.

Currently, the site is partially developed. Parcel C1580075H00 (the eastern parcel) has an existing 1,500-square-foot office space with parking and a driveway, which would be retained and utilized in the proposed site. The remaining portions of the site are forested. The proposed development would occupy property totaling 2.2 acres at 2435 Highway 278 in unincorporated Walton County. The parcel numbers are C1580075D00 and C1580075H00. The applicant has proposed combining these parcels. The project would be completed in one phase with an estimated completion date in June of 2025.

Compatibility with Existing Plans

The site is identified as in the Employment Center character area on the Walton County Character Areas Map (dated 5/31/2022). The Employment Center character area is described in the Walton County Comprehensive Plan as an area intended for large-scale, employment-intensive commercial uses that are designed to provide a compatible mix of commercial development (retail and services), professional offices, and light and heavy industrial uses.

The proposed development is compatible with the Employer Center character area. The desired rezoning (M1) is listed as a compatible zoning district, and the proposed industrial land use is listed as appropriate in this area. While the proposed development is not a large-scale, employment-intensive commercial use, which is the intention of this character area, it would serve the construction of these facilities by providing local access to concrete. However, the proposed site is within proximity to some residential areas, so the developer should consider the implementation measures of this character area to maximize buffers and landscaping around the site to minimize the site's impact on surrounding homes.

The site is identified as "Developing" on the Northeast Georgia Regional Plan's Regional Land Use Map (dated 6/15/2023). The Regional Plan recommends development that enhances economic mobility and competitiveness; elevates public health and equity; supports and adds value to existing communities; creates housing that is diverse, adequate, equitable, and affordable; includes transportation choices and is well-connected with existing and planned transportation options; and protects natural and historic resources. The table on the next page summarizes the project's compatibility with these recommendations.

Proposed Development's Compatibility with the Northeast Georgia Regional Plan

REGIONAL PLAN RECOMMENDATIONS	PROPOSED PROJECT'S COMPATIBILITY WITH RECOMMENDATION
Enhances economic mobility and competitiveness	The applicant states that the regional workforce is sufficient to meet the demand created by the proposed project. The proposed project would also serve the construction of new commercial and industrial facilities in nearby areas, which would create additional jobs.
Elevates public health and equity	The proposed project would not elevate the public health of surrounding areas. Concrete batch plants are known to create dust, particulate matter emissions, and air pollutants such as carbon monoxide and nitrogen oxide due to onsite operations and additional truck traffic. Additionally, the proposed development would have the potential to create other concerns such as noise, traffic, and polluted wastewater runoff. Because there are homes with 1,000 feet of the proposed site, the developer should attempt to minimize these negative impacts through buffers, landscaping, and technologies that reduce potential pollution.
Supports and adds value to existing communities	The proposed development would have a mixed impact on the existing community. Although it would add value by job creation, it would have the potential to harm the existing community through increased traffic, pollution, and noise (see the <i>Elevates public health and equity</i> section above for more details).
Creates housing that is diverse, adequate, equitable, and affordable	Because of the industrial nature of the project, the proposed development would not directly create additional housing in the area.
Includes transportation choices and is well-connected with existing and planned transportation options	The site is located along a state route that has received, and is planned to receive, upgrades to accommodate increased industrial traffic. Due to the industrial nature of the proposed development, walking and bicycling infrastructure would not be necessary. Walton County should be mindful of whether surrounding roads, such as Hancock Road and Willow Springs Church Road, can accommodate future demand.
Protects natural and historic resources	The proposed project is located within 0.7 miles of the Little River and 0.25 miles of an area designated by the U.S. Geologic Survey to be "probable areas of thick soils (may be significant recharge areas)." ¹ The proposed site plan includes a cascade separator filter, a water quality filter basin, and a water detention pond to handle site stormwater. The developer should ensure that there is an enhanced level of stormwater retention and air pollution reduction mechanisms on site to protect nearby sensitive resources.

Potential Interjurisdictional Impacts

The applicant states that the project is unlikely to affect any of the environmental quality factors identified on the DRI Additional Form, including water supply watersheds, groundwater recharge areas, wetlands, protected mountain and river corridors, floodplains, historic resources, and other environmentally sensitive resources. However, as noted above, the proposed development is located within 0.7 miles of the Little River and 0.25 miles of an area designated as "probable areas of thick soils (may be significant recharge areas)." The developer should ensure that an enhanced level of stormwater retention is maintained on site to capture all site pollutants. The proposal should be designed to minimize disruption to the existing streams, associated wetlands, and floodplains to avoid future erosion, flooding, and degraded water quality onsite and downstream from the site. At minimum, the project should be in accordance with the latest edition of the Georgia Stormwater Management Manual (Blue Book) and meet all relevant EPD requirements.

¹ This is determined based on the Georgia Department of Community Affairs' "Environmental Planning" web map (<https://www.arcgis.com/home/item.html?id=72b56f927f7048ee98a492c15080a90b>)

The chart below summarizes the number of acres within the site area as well as within a one-mile buffer around the site that contains 1) wetlands, 2) conservation land, 3) regionally important resources, and 4) threatened regionally important resources. Please refer to the footnotes for definitions for each of these terms.

Wetland, Conservation, and Regionally Important Resources			
	AREA TYPE	AREA (ACRES)	PERCENT OF AREA
SITE AREA (2.2 Acres)	Wetland Acres ²	0.0	0.0%
	“Conservation Land” ³	1.0	44.4%
	Regionally Important Resource Land ⁴	1.0	44.4%
	Threatened Regionally Important Resource Land ⁵	1.0	44.4%
1 MILE BUFFER AROUND SITE (2,161 Acres)	Wetland Acres	82.7	3.8%
	“Conservation Land”	1,928.1	89.2%
	Regionally Important Resource Land	1,405.9	65.0%
	Threatened Regionally Important Resource Land	1,928.1	89.2%

A portion of the above Regionally Important Resource Land acreage is part of the Northeast Georgia Green Infrastructure Network as identified in the Northeast Georgia Resource Management Plan for Regionally Important Resources (dated 8/7/2018). The Northeast Georgia Green Infrastructure Network is intended to serve as a strategically planned and managed network of wilderness, parks, greenways, conservation easements, and working lands with conservation value that benefits wildlife and people, supports native species, maintains natural ecological processes, sustains air and water resources, links urban settings to rural ones, and contributes to the health and quality of life for the communities and citizens sharing this network. Due to the nature of this proposal, it is not expected that the facility will contribute to the Green Infrastructure Network intent. However, the inclusion of a proper vegetative buffer can reduce the projects' impacts on surrounding natural areas. No specific Regionally Important Resource sites are identified within one mile of the proposed site.

The applicant projects 70 new daily trips from the proposed development, which would include employee travel and additional truck trips. The proposed site plan proposes a new acceleration/deceleration lane for vehicles entering the site.

The project would be served by the Walton County water system with an estimated water demand of 0.00108 MGD. A portion of this water supply would be fulfilled by on-site recycled water. Wastewater would be handled onsite with a septic system and would have an estimated flow of 0.000380 MGD. There is sufficient

² Wetland acres are derived from the National Wetland Inventory (NWI)

³ “Conservation” land is derived from the Northeast Georgia Regional Plan’s Conservation and Development Map (6/15/2023).

⁴ Regionally Important Resources were identified as a part of the Northeast Georgia Resource Management Plan for Regionally Important Resources (2/15/2018).

⁵ This area represents the intersection between Conservation areas (identified on the Conservation and Development Map, 6/15/2023), adopted Regionally Important Resources (RIR), and “Developed” and “Developing” Regional Land Use areas (identified on the Regional Land Use Map, 6/15/2023).

water supply capacity to serve the proposed project. An additional 194 linear feet of alternative septic line would be required to service the proposed project.

An estimated 62.5% of the site would be covered in impervious surfaces. The applicant states that the project's impact on stormwater management would be mitigated by a detention pond in the southeast area of the site, a 3-bay concrete washout area, and a cascade filter.

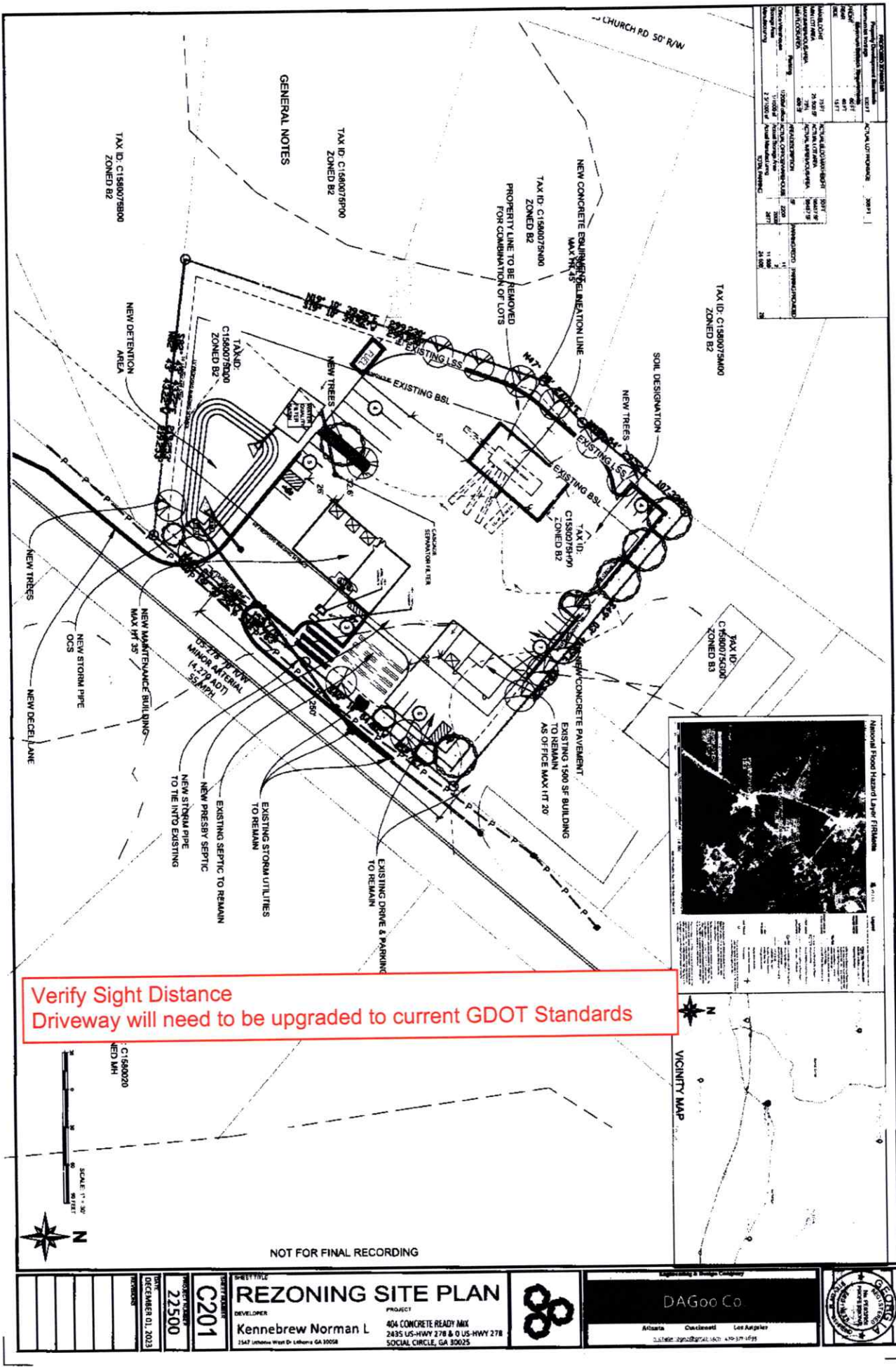
The applicant states that the proposed project will produce very little waste and that sufficient landfill capacity exists to handle this waste. According to annual tonnage reports from the Georgia Environmental Protection Division, most municipal solid waste (MSW) generated in Walton County is disposed of in a landfill in Barrow County, and most construction and development (C&D) waste is disposed of in a landfill within Walton County. The applicant states that no hazardous waste would be generated.

The applicant estimates that the project would be worth \$1.1 million at build-out in 2025 and generate \$150,000 in annual local taxes. On a per-acre basis, the project would be worth approximately \$500,000 and generate approximately \$68,182 in tax revenue. Prior to approval, the County should measure the life cycle costs of the infrastructure needed to serve this project to ensure that they would not be committing to more maintenance expenses than the new tax revenue can cover.

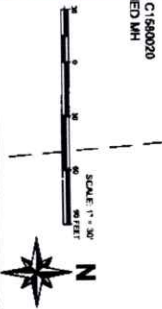
Comments from Affected Parties

Christopher Hash, D1TO Traffic Operations Supervisor, Georgia Department of Transportation

Please see the attachment on the following page.



Verify Sight Distance
Driveway will need to be upgraded to current GDOT Standards



NOT FOR FINAL RECORDING

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: 8px;">PROJECT NUMBER</td><td style="text-align: center;">22500</td></tr> <tr><td style="font-size: 8px;">DATE</td><td style="text-align: center;">DECEMBER 01, 2003</td></tr> <tr><td style="font-size: 8px;">REVISIONS</td><td></td></tr> </table>	PROJECT NUMBER	22500	DATE	DECEMBER 01, 2003	REVISIONS		<p>REZONING SITE PLAN</p> <p>PROJECT Kennebrev Norman L 404 CONCRETE READY MIX 2435 US-HWY 278 & 0 US-HWY 278 SOCIAL CIRCLE, GA 30025</p>	 DAGoo Co Atlanta Cleveland Los Angeles 2.576.2202 216.441.1421 415.371.1499	
PROJECT NUMBER	22500								
DATE	DECEMBER 01, 2003								
REVISIONS									




Walton County Planning and Development Department

126 Court Street Annex 1 – Monroe, GA 30655
Office: (770) 267-1485, Fax: (770) 267-1407

April 17, 2024

To: Chairman Thompson

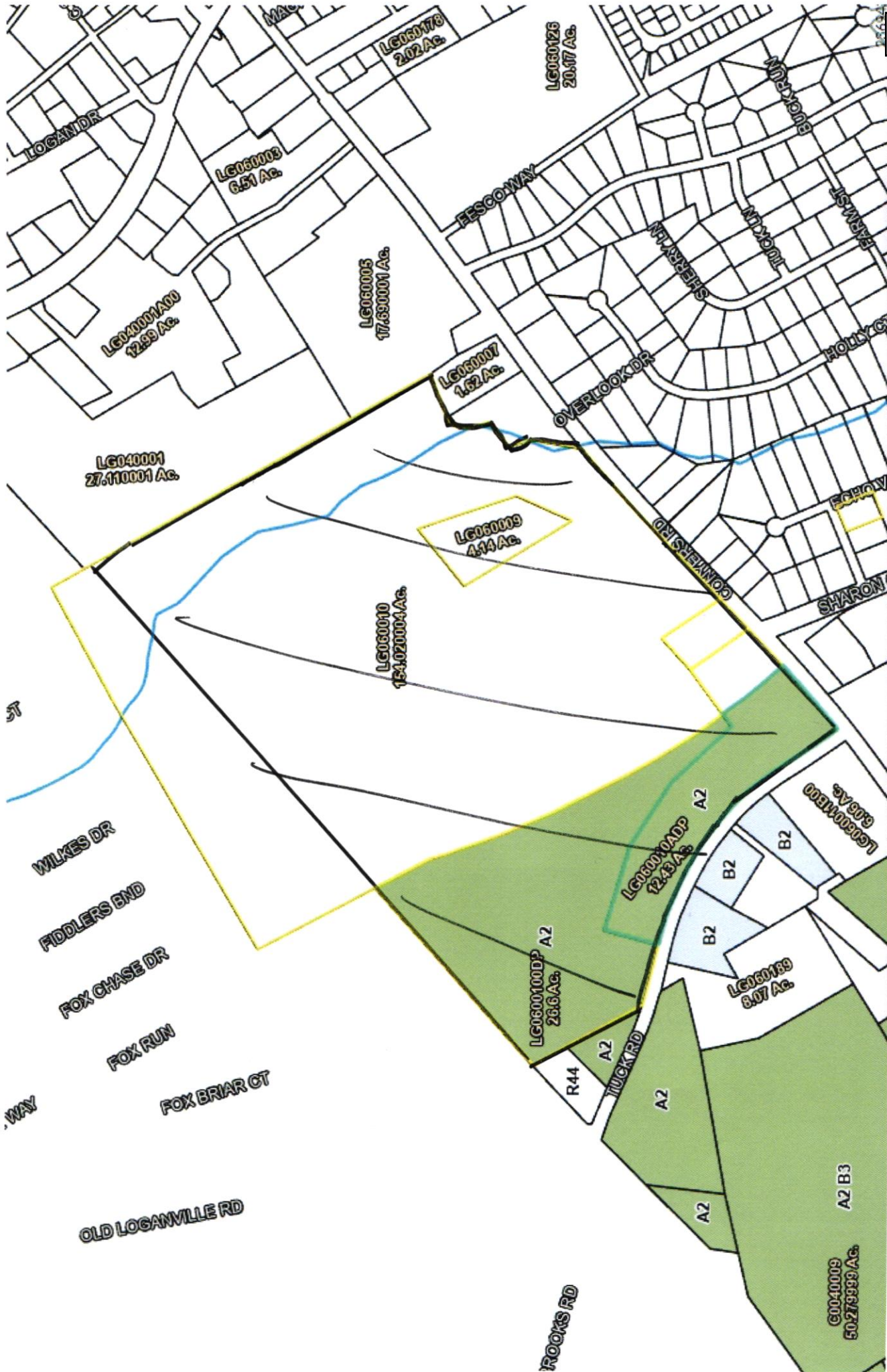
From: Charna Parker 
Director, Planning and Development

RE: City of Loganville

Annexation Request dated 3-8-2024
Applicant Green River Builders Inc
60.213 acres located at Hwy 20 @ Tuck Road
LG060010ADP, LG0600100DP, LG0600100DP, LG060010, LG060010A,
LG060010ADP, LG0600100DP, LG060009, LG060011

Proposed Use: Mixed-Use Development (townhomes, single family and
commercial)

Proposed annexation requests are 100% Annexations, all in accordance with O.C.G.A. §
36-36-6 and § 36-36-9.





Planning & Development
4303 Lawrenceville Road
P.O. Box 39
Loganville, GA 30052

Phone 770.466.2633

E-mail: rschwartz@loganville-ga.gov

Certified Mail # 7022 0410 0003 0675 3512

April 3, 2024

Board of Commissioners
Walton County
303 South Hammond Drive
Monroe, GA 30655

Dear Commissioners:

Please be advised that the Planning and Development Department of the City of Loganville, Georgia, by the authority vested in the Mayor and the Council of the City of Loganville, Georgia by Article 2 of Chapter 36, Title 36, O.C.G.A., has accepted an application to annex the property hereinafter described.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Loganville, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9.

Enclosed is a copy of Annexation Application for Case #A24-012 for approximately 61.213 +/- acres Map & Parcel #LG060010ADP, LG0600100DP, portion of 4580 Tuck road (unzoned parcel in Gwinnett County between Foxbury Commons and LG0600100DP) located at Tuck Family Farm, Loganville, GA 30052 and Rezone Application for Case #R24-013 for approximately 201.376 +/- acres Map & Parcel #LG060010, LG060010A00, LG060010ADP, LG0600100DP, LG060009, LG060011, portion of 4580 Tuck road (unzoned parcel in Gwinnett County between Foxbury Commons and LG0600100DP) located at Tuck Family Farm, Loganville, GA 30052.

The Planning Commission will make a recommendation on Thursday, April 25, 2024 at 6:30 p.m. The City Council will discuss the case on Monday, May 6, 2024 at 6:30 p.m. and take action on Thursday, May 9, 2024 at 6:30 p.m.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Loganville, in writing and by certified mail, return receipt requested, of

any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Sincerely,

Robbie Schwartz, Director of Planning & Development



CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39
4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633

Date: 3/8/24

Application # A 24-012

REQUEST FOR ANNEXATION

A PETITION TO ANNEX PROPERTY INTO THE CITY OF LOGANVILLE, GEORGIA

Table with 2 columns: APPLICANT INFORMATION and PROPERTY OWNER INFORMATION*. Includes fields for Name, Address, City, State, and Phone for both applicant and owner.

Applicant is: [] Property Owner [x] Contract Purchaser [] Agent [] Attorney

CONTACT PERSON: Shane Lanham PHONE: 770 232 0000
EMAIL: slanham@mptlawfirm.com FAX: 678 518 6880

PROPERTY INFORMATION

MAP & PARCEL # Multiple PRESENT ZONING: A2 & unzoned (Separate rezoning request required)
ADDRESS: Highway 20 at Tuck Road COUNTY: Walton & Gwinnett ACREAGE: 41.146
PROPOSED DEVELOPMENT: Mixed-use development 61.213

You must attach: [x] Application Fee [x] Legal Description [x] Plat of Property [x] Letter of Intent
[] Names/Addresses of Abutting Property Owners [] Shape file of property (GIS File) - Lm 3/8/24 1:01pm

Pre-Application Conference Date: February 2nd 2024

Accepted by Planning & Development: Sean Black DATE: 3/8/24 FEE PAID: \$300.00

CHECK # 45896 RECEIPT # 200166942 TAKEN BY: SB DATE OF LEGAL NOTICE: 4/3/2024 NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: [] Approve [] Approve w/conditions [] Deny [] No Recommendation

Commission Chairman: DATE:

CITY COUNCIL ACTION: [] Approved [] Approved w/conditions [] Denied [] Tabled to
[] Referred Back to Planning Commission [] Withdrawn

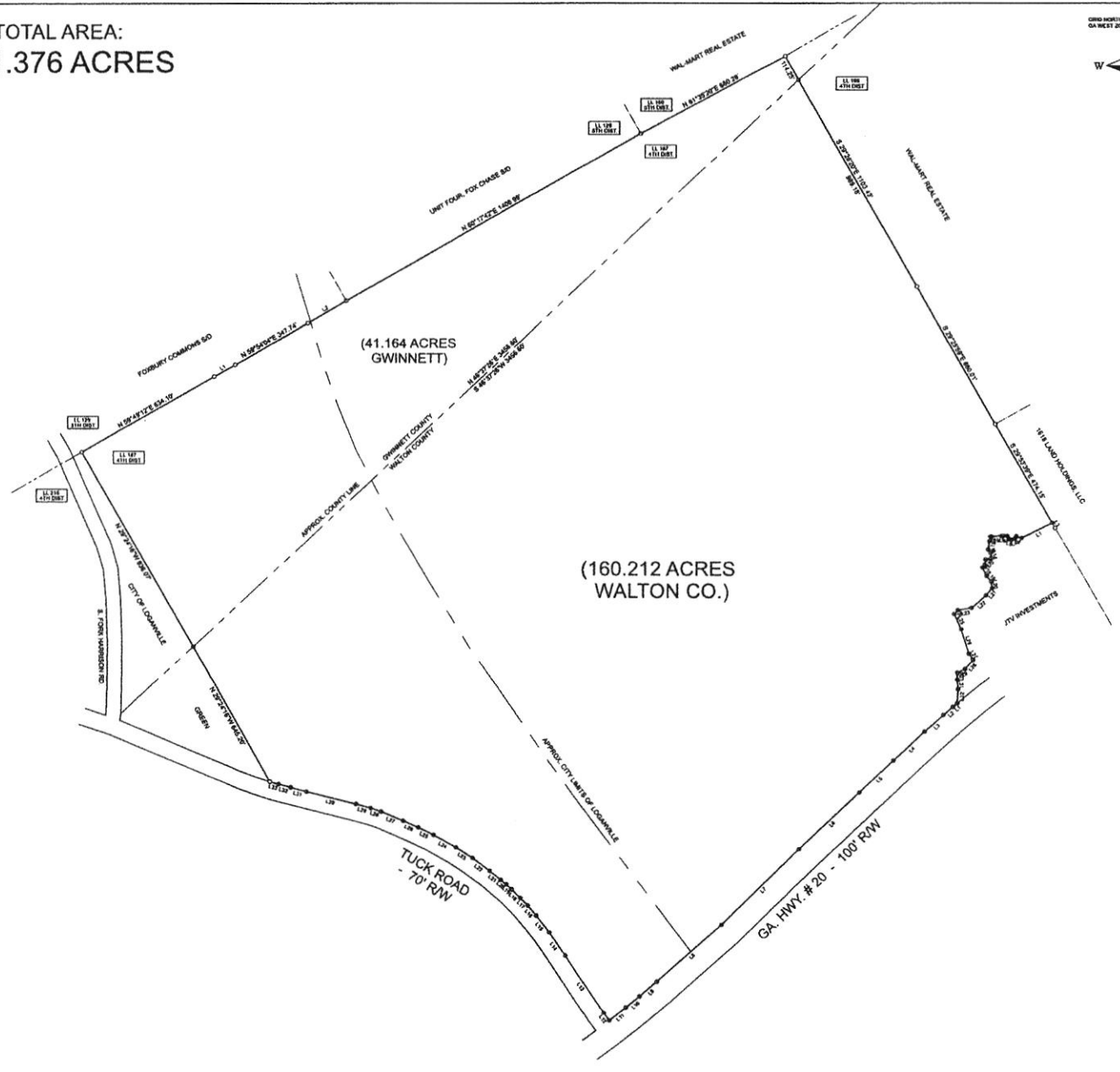
Mayor City Clerk Date

TOTAL AREA:
201.376 ACRES

NOT FOR RECORDING PURPOSES

THIS BLOCK REQUIRED FOR THE CLERK OF THE SUPERIOR COURT

- LEGEND
- = BPT
 - = PIPE CAP
 - = UTILITY POLE
 - = POINT ONLY
 - = BENCH PINE FOUND
 - = BENCH PINE NOT FOUND
 - = OPEN TOP PIPE FOUND
 - = OPEN TOP PIPE NOT FOUND
 - = BENCH FOUND
 - = RIGHT OF WAY
 - = ONCE-USED POWERLINE
 - = FENCE
 - = PRIMARY BUILDING RETRACK



SURVEYORS CERTIFICATION
As required by subsection 104 of C.S. § 47, Chapter 104-201, the map has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording by the clerk of the superior court of the state of Georgia. The surveyor certifies that the survey was conducted in accordance with the provisions of the Georgia Surveying Act and the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in 107 C.S. Section 104-17.

ARON P. BLOMBERG
GA PLS #2100

DATE: _____

LOGANVILLE
POP. 5,435
IN GWINNETT CO. 1,285
IN WALTON CO. 4,150
ELEV. 1000'

LOCATION MAP NOT TO SCALE

REFERENCES
- P.B. 90, PG. 108 (WALTON)
- P.B. 90, PG. 108 (WALTON)

SMITH PLANNING GROUP

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

334 W. FRANKLIN ST.
WALTONVILLE, GA 30484
(706) 438-4488
(706) 768-8818
C.O.A. L.P. #201394
www.smpgroup.com

ARON P. BLOMBERG, PLS
GA PLS #2100

GRAPHIC SCALE: 1" = 200'

GREEN RIVER BUILDERS, INC.

STATE: GEORGIA
COUNTY: WALTON
CITY: GWINNETT

PROJECT NO: 24-118
DRAWN BY: APB
SURVEYED BY: _____
SURVEY DATE: _____
CHECKED BY: APB
DATE: 03/09/2024

REVISIONS

SHEET 1 OF 1

CALLS ALONG RW

Course	Bearing	Distance
L1	S 10° 12' 20" W	23.54
L2	S 10° 12' 20" W	11.71
L3	S 10° 12' 20" W	106.70
L4	S 10° 12' 20" W	75.75
L5	S 10° 12' 20" W	191.07
L6	S 10° 12' 20" W	141.07
L7	S 10° 12' 20" W	111.07
L8	S 10° 12' 20" W	81.07
L9	S 10° 12' 20" W	51.07
L10	S 10° 12' 20" W	21.07
L11	S 10° 12' 20" W	07.97
L12	S 10° 12' 20" W	07.97
L13	S 10° 12' 20" W	07.97
L14	S 10° 12' 20" W	07.97
L15	S 10° 12' 20" W	07.97
L16	S 10° 12' 20" W	07.97
L17	S 10° 12' 20" W	07.97
L18	S 10° 12' 20" W	07.97
L19	S 10° 12' 20" W	07.97
L20	S 10° 12' 20" W	07.97
L21	S 10° 12' 20" W	07.97
L22	S 10° 12' 20" W	07.97
L23	S 10° 12' 20" W	07.97
L24	S 10° 12' 20" W	07.97
L25	S 10° 12' 20" W	07.97
L26	S 10° 12' 20" W	07.97
L27	S 10° 12' 20" W	07.97
L28	S 10° 12' 20" W	07.97
L29	S 10° 12' 20" W	07.97
L30	S 10° 12' 20" W	07.97
L31	S 10° 12' 20" W	07.97
L32	S 10° 12' 20" W	07.97
L33	S 10° 12' 20" W	07.97

CALLS ALONG BOUNDARY

Course	Bearing	Distance
L1	S 10° 12' 20" W	23.54
L2	S 10° 12' 20" W	11.71
L3	S 10° 12' 20" W	106.70

CALLS ALONG BRANCH

Course	Bearing	Distance
L1	S 10° 12' 20" W	23.54
L2	S 10° 12' 20" W	11.71
L3	S 10° 12' 20" W	106.70
L4	S 10° 12' 20" W	75.75
L5	S 10° 12' 20" W	191.07
L6	S 10° 12' 20" W	141.07
L7	S 10° 12' 20" W	111.07
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L9	S 10° 12' 20" W	51.07
L10	S 10° 12' 20" W	21.07
L11	S 10° 12' 20" W	07.97
L12	S 10° 12' 20" W	07.97
L13	S 10° 12' 20" W	07.97
L14	S 10° 12' 20" W	07.97
L15	S 10° 12' 20" W	07.97
L16	S 10° 12' 20" W	07.97
L17	S 10° 12' 20" W	07.97
L18	S 10° 12' 20" W	07.97
L19	S 10° 12' 20" W	07.97
L20	S 10° 12' 20" W	07.97
L21	S 10° 12' 20" W	07.97
L22	S 10° 12' 20" W	07.97
L23	S 10° 12' 20" W	07.97
L24	S 10° 12' 20" W	07.97
L25	S 10° 12' 20" W	07.97
L26	S 10° 12' 20" W	07.97
L27	S 10° 12' 20" W	07.97
L28	S 10° 12' 20" W	07.97
L29	S 10° 12' 20" W	07.97
L30	S 10° 12' 20" W	07.97
L31	S 10° 12' 20" W	07.97
L32	S 10° 12' 20" W	07.97
L33	S 10° 12' 20" W	07.97

NOTES

- 1) SURVEY IS MADE ONLY FROM POINTS AND ORIGINAL DATA AND SIGNATURE OF SURVEYOR IN BLUE INK.
- 2) SURVEYOR HAS MADE AN INVESTIGATION OF RECORDS ENCUMBRANCES, PREVIOUS SURVEYS, CONVEYANCE DOCUMENTS, TITLE EXAMINATION, AND ANY OTHER FACTS THAT AFFECT THE ACCURACY AND CURRENT TITLE OF THE PROPERTY DESCRIBED IN THIS SURVEY.
- 3) THE CERTIFICATION AS PROVIDED HEREIN IS MADE BY A STATEMENT OF PROFESSIONAL OPINION BASED ON REASONABLE INVESTIGATION AND BELIEF AND BASED ON CURRENT FIELD EVIDENCE AND DOCUMENTARY EVIDENCE. HOWEVER, THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- 4) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA (ARTICLE 104-201) AS WELL AS ANY AMENDMENTS THEREBY, IN THE EVENT A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF THE LAW SHALL PREVAIL.

PROPERTY OWNER LIST - REZONING

Name	Address	Parcel No.	County
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010A00	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010ADP	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG0600100DP	Walton
Stephens, Chad Tuck & Stephens, Sandra Pendley	P.O. Box 1058 Loganville, GA 30052	LG060009	Walton
CSAT Enterprises LLC	P.O. Box 1058 Loganville, GA 30052	LG060011	Walton

Application # A

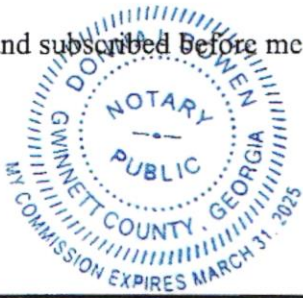
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

[Signature] _____ Date 3/7/24

Applicant's Signature _____
Print Name and Title Shane Lanham, Attorney for Applicant

Sworn to and subscribed before me this 7th day of March, 2024.

(Seal)  _____
Signature of Notary Public Donna L. Bowen

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) _____ the owner of record of property contained in this application, and/or
- b) _____ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature _____ Date _____

Print Name and Title _____

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

Application # A

Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Charles P. Richards
Applicant's Signature 03/07/2024
Date

CHARLES P. RICHARDS CFO
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)



Tina N. Ulmer
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

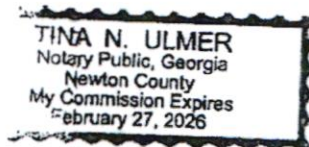
that all information contained in this application is complete and accurate to the best of their knowledge.

Sherry S. Grider
Owner's Signature Date

Sherry S. Grider, Managing Partner, Tuck Family Farm LLP
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)



Tina N. Ulmer
Signature of Notary Public

Application # A

Owner's
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Chad T. Stephens 3-7-24
Applicant's Signature Date

Chad T. Stephens
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)



Gabrielle Schaller
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal)

Signature of Notary Public

Application # A

owner's

Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Chad T. Stephens *3-7-24*
Applicant's Signature Date

Chad T. Stephens *Member*
Print Name and Title

Sworn to and subscribed before me this *7* day of *March*, 20*24*.

(Seal)



Gabrielle Schaller
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal)

Signature of Notary Public

ABUTTING PROPERTY OWNERS LIST

Name/Address	Parcel Number
GREEN CHRISTOPHER JAMES & GREEN MICHELLE YVONNE 4565 TUCK ROAD LOGANVILLE, GA 30052	C0040009B00
GREEN CHRISTOPHER J & GREEN MICHELLE Y 4565 TUCK ROAD LOGANVILLE, GA 30052	C0040009D00
JTV INVESTMENT GROUP LLC PO BOX 235 LOGANVILLE, GA 30052	LG060008
JTV INVESTMENT GROUP LLC PO BOX 235 LOGANVILLE, GA 30052	LG060007
1618 LAND HOLDINGS LLC 1550 NORTH BROWN RD SUITE 130 LAWRENCEVILLE, GA 30043	LG060005
WAL-MART REAL ESTATE BUSINESS TRUST %RE PROPERTY TAX DEPT PO BOX 8050 MS 0555 BENTONVILLE, AR 727160555	LG040001
WAL-MART REAL ESTATE BUSINESS PO BOX 8050 BENTONVILLE AR 72716-8055	R5160 001
EPIC ENDEAVORS REAL ESTATE LLC 4560 TRUMBLE TER SNELLVILLE GA 30039	R5160 258
MARTINEZ ANA MARINA 4411 FIDDLERS BND LOGANVILLE GA 30052	R5129 191
SWH 2017-1 BORROWER LP PO BOX 803467 DALLAS TX 75380	R5129 190
CANALES JOSE G 4391 FIDDLERS BND LOGANVILLE GA 30052	R5129 189
SWH 2017-1 BORROWER LP PO BOX 803467 DALLAS TX 75380	R5129 188

FYR SFR BORROWER LLC PO BOX 4090 SCOTTSDALE AZ 85261	R5129 187
BTR SCATTERED SITE OWNER LLC 5001 PLAZA ON THE LK STE 200 AUSTIN TX 78746	R5129 186
POLMAN SHARON 4351 FIDDLERS BND LOGANVILLE GA 30052	R5129 185
CAULDER REX A & LINDA S 4341 FIDDLERS BND LOGANVILLE GA 30052	R5129 184
CALDERON ISABELLA RINADA 4331 FIDDLERS BND LOGANVILLE GA 30052	R5129 183
BUSTAMANTE LUIS HERRERA MONCADA MARTHA J. AQUIRRE 4310 FOX CHASE DR LOGANVILLE GA 30052	R5129 175
FELDER KATHLEEN 4325 FOX CHASE DR LOGANVILLE GA 30052	R5129 174
TAMAYO HECTOR A PEREZ IRLYENY TEJEDA 4315 FOX CHASE DR LOGANVILLE GA 30052	R5129 173
MORRIS THUYTIEN MORRIS BRUCE 293 FOX RUN LOGANVILLE GA 30052	R5129 297
BURKE DAVID W BURKE KAREN 177 FOX RUN LOGANVILLE GA 30052	R5129 331
ROBERTSON DARRYL B Jr ROBERTSON LACINDA MICHELLE 179 FOX RUN LOGANVILLE GA 30052	R5129 332
IJITIMEHIN CHERLYN M IJITIMEHIN OLARINDE 181 FOX RUN LOGANVILLE GA 30052	R5129 333
HUMANS ANGELA V 183 FOX RUN LOGANVILLE GA 30052	R5129 334

DEPIETRO CLAUDIO DEPIETRO SANDRA S 185 FOX RUN LOGANVILLE GA 30052	R5129 335
JONES KIM R WILSON TONISHA 187 FOX RUN LOGANVILLE GA 30052	R5129 336
VALDEZ JENNY ZAVALETA MARTHA ROJAS 189 FOX RUN LOGANVILLE GA 30052	R5129 337
COLGATE JAMES A ETAL 191 FOX RUN LOGANVILLE GA 30052	R5129 338
WASHINGTON JAPRITA MATICE WASHINGTON ALFONSO 195 FOX RUN LOGANVILLE GA 30052	R5129 339
HOPKINS JAN LISA 199 FOX RUN LOGANVILLE GA 30052	R5129 340
CITY OF LOGANVILLE 4385 PECAN ST LOGANVILLE GA 30052	R4216 024

***** Legal Description *****

All that certain tract or parcel of land, lying and being in Land Land 187 in the 4th District of Gwinnett County, Georgia, being partially in the City of Loganville containing 41.164 acres and being more fully described as follows:

Commencing at the Northern Right-of-Way intersection of Georgia Highway #20 and Tuck Road;

Thence along said Right-of-Way of Tuck Road N 36°03'25" W a distance of 38.21' to a Point;
Thence N 33°36'59" W a distance of 286.04' to a Point;
Thence N 34°20'52" W a distance of 118.18' to a Point;
Thence N 37°49'15" W a distance of 88.43' to a Point;
Thence N 40°30'54" W a distance of 53.72' to a Point;
Thence N 43°33'55" W a distance of 44.86' to a Point;
Thence N 45°34'10" W a distance of 50.92' to a Point;
Thence N 48°44'24" W a distance of 29.83' to a Point;
Thence N 49°17'45" W a distance of 30.39' to a Point;
Thence N 50°52'14" W a distance of 59.25' to a Point;
Thence N 53°13'13" W a distance of 88.83' to a Point;
Thence N 57°25'45" W a distance of 81.86' to a Point;
Thence N 60°57'34" W a distance of 106.61' to a Point;
Thence N 64°04'09" W a distance of 71.10' to a Point;
Thence N 65°54'41" W a distance of 67.48' to a Point;
Thence N 67°46'51" W a distance of 98.69' to a Point;
Thence N 71°07'45" W a distance of 46.85' to a Point;
Thence N 74°41'11" W a distance of 62.13' to a Point;
Thence N 75°57'11" W a distance of 211.32' to a Point;
Thence N 75°59'01" W a distance of 67.61' to a Point;
Thence N 75°12'02" W a distance of 51.85' to a Point;
Thence N 73°57'56" W a distance of 36.70' to an IPF;
Thence leaving said Right-of-Way N 29°24'16" W a distance of 645.20' to a Point, said point being the True Point of Beginning;

Thence N 29°24'16" W a distance of 936.07' to a Point;
Thence N 59°49'12" E a distance of 634.10' to an IPF;
Thence N 59°37'56" E a distance of 100.02' to an IPF;
Thence N 59°54'04" E a distance of 347.74' to an IPF;
Thence N 59°46'07" E a distance of 185.38' to an IPF;
Thence N 60°17'42" E a distance of 1406.99' to a Point;
Thence N 61°35'20" E a distance of 680.28' to an IPF;
Thence S 29°26'20" E a distance of 114.25' to a Point;
Thence S 46°37'26" W a distance of 3456.60" to the True Point of Beginning.

Matthew P. Benson
Catherine W. Davidson
Gerald Davidson, Jr.*
Brian T. Easley
Rebecca B. Gober
Christopher D. Holbrook
Shane M. Lanham
Jessica P. Kelly

Julia A. Maxwell
Jeffrey R. Mahaffey
Steven A. Pickens
Jack M. Ryan
Gabrielle H. Schaller
S. Tess Shaheen
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

**COMBINED LETTER OF INTENT FOR ANNEXATION, REZONING, AND
CONCURRENT VARIANCE APPLICATIONS OF
GREEN RIVER BUILDERS, INC.**

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and the attached annexation, rezoning, and concurrent variance applications (the “Applications”) on behalf of Green River Builders, Inc. (the “Applicant”), relative to a proposed mixed-use development on an approximately 201.376-acre tract of land (the “Property”) located at the intersection of Tuck Road at Conyers Road (State Route 20). The Property straddles the Gwinnett and Walton County line and includes portions that are within the municipal boundary of the City of Loganville as well as unincorporated portions. The Property is currently zoned A2, R-44, and CH and also includes a portion in Gwinnett County that appears to be unzoned according to Gwinnett County’s official zoning map.

The proposed development would include a mix of land uses including single-family detached homes, single-family attached townhomes, commercial/retail/office, and open space. Two central boulevards provide access to the Property off of Tuck Road. The eastern boulevard would proceed through the commercial component into an area designated for common area which could accommodate a plaza, town green, or other gathering space. The commercial component is focused along the exterior right-of-way of Tuck Road and Highway 20 with building facades pushed up towards the road with the majority of parking to the sides or rear of the commercial buildings. This design will enhance the aesthetics of those roadways and contribute to the neighborhood village concept encouraged by the PUV zoning classification. The proposed townhome component would provide a transition between the commercial and single-family detached components. The proposed single-family detached component is located internal to the

Property with convenient access to open space areas and the proposed commercial areas. An internal sidewalk network and trails would provide walkability for residents and visitors with a potential trail connection to adjacent commercial uses which front on Highway 78. The proposed open space is provided in two main areas. The larger open space area is located in the northeastern portion of the site along an existing creek. This area would remain mostly natural and would provide passive recreational opportunities for residents. A smaller, +/-3.75-acre open space area is provided in the western corner of the Property adjacent to the City's Destination Park.

The proposed mixed-use development is designed to activate the existing node at the intersection of Tuck Road and Highway 20 while providing an appropriate transition to single-family detached homes to the north. The proposed development would also enhance the walkability of the surrounding area by creating opportunities for people to live, work, and play within walking distance of downtown Loganville. The proposed development is compatible with existing land uses and zoning classifications of the surrounding area, is in line with the policy and intent of the Comprehensive Plan, and is an appropriate land use due to the Property's location on and in close proximity to major transportation corridors. The surrounding area is characterized by a mix of zoning classifications and land uses including commercial, office, industrial, and residential. In fact, the Property lies in between two developed nodes—Tuck Road at Highway 20 and Highway 20 at Highway 78. To the east, the Property is located adjacent to land zoned CH including the Walmart as well as a large undeveloped commercial tract. To the west across Tuck Road are existing heavy commercial and/or industrial uses including land in the City zoned LI (Light Industrial) and CH (Commercial Highway). The proposed mixed-use development continues the existing development pattern of commercial uses along major corridors and then provides an appropriate internal transition. Moving north away from Highway 20, the proposed land uses step down from commercial, to townhomes and then to detached homes. The proposed development would also include a 30-foot wide buffer adjacent to the Foxbury Commons and Fox Chase subdivisions.

In order to develop the Property as depicted on the site plan, the Applicant also requests the relief from the Loganville Zoning Ordinance building permit concurrency requirements. As described in the Applicant's Responses to the Variance Evaluation Criteria, the concurrency requirements, as set forth in the Zoning Ordinance, would create an unnecessary hardship on the Property owner and Applicant. The subject property is exceptionally large and has significant

topography. A creek runs along the easterly property boundary line, which also presents challenges for the development of the property and construction of buildings. Moreover, the proposed GDOT project to align Tuck Road with Sharon Church Road and construction of a roundabout provide significant challenges relative to the timing of construction. Forcing development of the commercial component of the mixed-use development to occur before planning and/or construction of such major road improvements would create an unnecessary hardship on the Applicant and the property owner. Moreover, as evidenced by commercially-zoned, but vacant properties in the area, commercial development relies on residential critical mass to be successful. Prematurely constructing commercial uses before a stable market is present would result in unnecessary risk and cost to the Applicant and property owner. Moreover, artificially restraining residential development would prolong the development timeline and unnecessarily expose the project to market risks. On the other hand, allowing the development to proceed according to timelines dictated by the free market would allow the natural development of the project while also increasing the attractiveness of the commercial component as residential units come online and establish a built-in customer base.

The proposed development is compatible with surrounding zoning classifications and land uses, is inline with the land use policy of the Comprehensive Plan, and would provide a vibrant, attractive mixed-use development along a major transportation corridor. The Applicant welcomes the opportunity to meet with staff of the City of Loganville Department of Planning and Development to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of the Application.

Respectfully submitted this 8th day of March, 2024.

MAHAFFEY PICKENS TUCKER, LLP

Shane Lanham

Shane M. Lanham
Attorneys for the Applicant



CITY OF LOGANVILLE
 Department of Planning & Development
 P.O. Box 39
 4303 Lawrenceville Road
 Loganville, GA 30052
 770.466.2633

Item 5.1.

Date: _____

Application # A _____

REQUEST FOR ANNEXATION

A PETITION TO ANNEX PROPERTY INTO THE CITY OF LOGANVILLE, GEORGIA

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Green River Builders, Inc. c/o Mahaffey Pickens Tucker, LLP</u> ADDRESS: <u>1550 North Brown Road, Suite 125</u> CITY: <u>Lawrenceville</u> STATE: <u>Georgia</u> Zip: <u>30043</u> PHONE: <u>770 232 0000</u>	NAME: <u>Multiple--see attached</u> ADDRESS: _____ CITY: _____ STATE: _____ Zip: _____ PHONE: _____ (*attach additional pages if necessary to list all owners)

Applicant is: Property Owner Contract Purchaser Agent Attorney

CONTACT PERSON: Shane Lanham PHONE: 770 232 0000
 EMAIL: slanham@mptlawfirm.com FAX: 678 518 6880

PROPERTY INFORMATION	
MAP & PARCEL # <u>Multiple</u>	PRESENT ZONING: <u>A2 & unzoned</u> (Separate rezoning request required)
ADDRESS: <u>Highway 20 at Tuck Road</u>	COUNTY: <u>Walton & Gwinnett</u> ACREAGE: <u>+/-61.213</u>
PROPOSED DEVELOPMENT: <u>Mixed-use development</u>	

You must attach: Application Fee Legal Description Plat of Property Letter of Intent
 Names/Addresses of Abutting Property Owners Shape file of property (GIS File)

Pre-Application Conference Date: _____

Accepted by Planning & Development: _____ DATE: _____ FEE PAID: \$300.00

CHECK # _____ RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: _____ NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: Approve Approve w/conditions Deny No Recommendation

Commission Chairman: _____ DATE: _____

CITY COUNCIL ACTION: Approved Approved w/conditions Denied Tabled to _____
 Referred Back to Planning Commission Withdrawn

 Mayor

 City Clerk

 Date

Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Applicant's Signature Date

Shane Lanham, attorney for Applicant

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) _____ the owner of record of property contained in this application, and/or
- b) _____ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

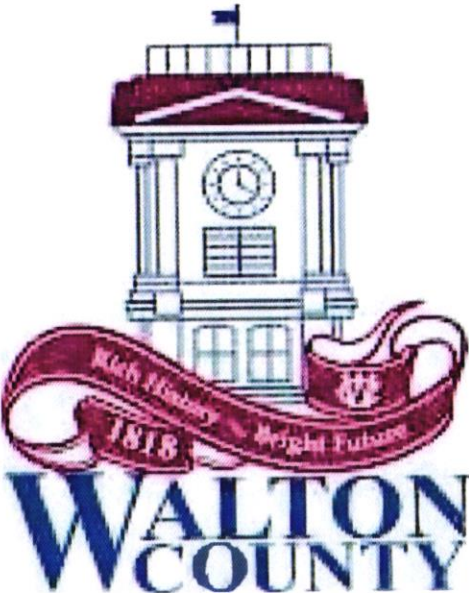
Owner's Signature Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

Walton County, Georgia



Capital Improvements Element

2024 Annual Update: Financial Report & Short Term Work Program

April 2, 2024, Draft

Revised 5.23.24

Introduction

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) documents Development Impact Fee Compliance Requirements and Standards and Procedures Local Comprehensive Planning. These documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revision previously listed CIE projects including alterations in project costs proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

The Annual Update itself is based on the amended Walton County Capital

Improvements Element, as adopted by the County on July 7, 2020.

Financial Report

The Financial Report included in this document is based on DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare and annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The County’s fiscal year runs from July 1 to June 30. Thus, these financial reports are based on the audits prepared for FY 2023. The required financial information for each public facility appears in the main financial tables.

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements-a community work program

(CWP)- as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “upgrade their entire Short Term [i.e., Community] Work Program annually.”¹

According to DCA’s requirements,² the Community Work Program must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document.

¹ Note the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.03(3).

² Chapter 110-12-1-.03(3).

WALTON CO Annual Impact Fee Financial Report - Fiscal Year 2022

Public Facility	Libraries	Fire Protection	Law Enforcement		Emergency Communications	EMS	Parks & Recreation	Animal Control*	CIE Prep**	Administration	TOTAL
			County Jail	Sheriff's Office							
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide	County-wide	County-wide	County-wide	County-wide			
Impact Fee Fund Balance July 1, 2021	\$224,479.63	\$339,064.31	\$106,161.29	\$158,751.05	\$24,554.82	\$42,375.58	\$580,571.01	\$0.00	\$6,733.60	\$39,900.32	\$1,522,591.61
Impact Fees Collected July 1, 2021 through June 30, 2022	\$143,656.50	\$212,915.24	\$52,626.59	\$49,419.24	\$5,006.94	\$8,825.22	\$390,840.20	\$0.00	\$5,621.89	\$25,900.96	\$894,812.78
Subtotal: Fee Accounts	\$368,136.13	\$551,979.55	\$158,787.88	\$208,170.29	\$29,561.76	\$51,200.80	\$971,411.21	\$0.00	\$12,355.49	\$65,801.28	\$2,417,404.39
Accrued Interest	\$265.46	\$398.03	\$114.50	\$150.10	\$21.32	\$36.92	\$700.47	\$0.00	\$8.91	\$47.45	\$1,743.16
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,224.01)	(\$1,224.01)
Subtotal Expenditures	(\$28,539.62)	\$0.00	\$0.00	(\$134,129.64)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$5,270.00)	(\$167,939.26)
Impact Fee Fund Balance June 30, 2022	\$339,861.97	\$552,377.58	\$158,902.38	\$74,190.75	\$29,583.08	\$51,237.72	\$972,111.68	\$0.00	\$12,364.40	\$59,354.72	\$2,249,984.28
Impact Fees Encumbered	\$339,861.97	\$552,377.58	\$158,902.38	\$74,190.75	\$29,583.08	\$51,237.72	\$972,111.68	\$0.00	\$12,364.40	\$59,354.72	\$2,249,984.28

*The adopted fee schedule currently does not include "Animal Control" thus no impact fees are being collected for this public facility.
 **CIE Prep is the recoupment of the cost to complete the original impact fee study and create the impact fee program.

(Correction: The Subtotal: Fee Accounts on the previous report was incorrect. The Impact Fee Balance July 1, 2021 was added to the Subtotal: Fee Account row two times in error. The above information has the correct Impact Fee Fund Balances as of July 1, 2021; the Impact Fees collected July 1, 2021 through June 30, 2022 and the correct Subtotal: Fee Accounts.

WALTON COUNTY Annual Impact Fee Financial Report - Fiscal Year 2023

Public Facility	Libraries	Fire Protection	Law Enforcement		Emergency Communications	EMS	Parks & Recreation	Animal Control*	CIE Prep**	Administration	TOTAL
			County Jail	Sheriff's Office							
Service Area	County-wide	Unincorporated County plus Between, Good Hope and	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide	County-wide			
Impact Fee Fund Balance June 30, 2022	\$339,861.97	\$552,377.58	\$158,902.38	\$74,190.75	\$29,583.08	\$51,237.72	\$972,111.68	\$0.00	\$12,364.40	\$59,354.72	\$2,249,984.28
Impact Fees Collected July 1, 2022 through June 30, 2023	\$122,779.80	\$184,445.23	\$45,583.61	\$42,817.12	\$4,336.87	\$7,644.10	\$334,041.78	\$0.00	\$4,829.75	\$22,251.40	\$768,729.66
Subtotal: Fee Accounts	\$462,641.77	\$736,822.81	\$204,485.99	\$117,007.87	\$33,919.95	\$58,881.82	\$1,306,153.46	\$0.00	\$17,194.15	\$81,606.12	\$3,018,713.94
Accrued Interest	\$1,484.01	\$2,363.49	\$655.93	\$375.33	\$108.80	\$188.87	\$4,189.73	\$0.00	\$55.15	\$261.77	\$9,683.08
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Expenditures	-\$56,368.94	-\$482,288.00	\$0.00	-\$3,505.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$17,148.00	-\$559,310.29
Impact Fee Fund Balance June 30, 2023	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.85	\$34,028.75	\$59,070.69	\$1,310,343.19	\$0.00	\$17,249.30	\$64,719.89	\$2,469,086.73
Impact Fees Encumbered	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.85	\$34,028.75	\$59,070.69	\$1,310,343.19	\$0.00			\$2,387,117.54

*The adopted fee schedule currently does not include "Animal Control" thus no impact fees are being collected for this public facility.

**CIE Prep is the recoupment of the cost to complete the original impact fee study and create the impact fee program.

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**COMMUNITY WORK PROGRAM (CWP) – WALTON COUNTY, GA¹
20²⁴ – 2028**

Category ²	Action/Item	2024	2025	2026	2027	2028	Responsible Party	Cost Estimate	Funding Source*	Notes
Library Services	Collection Materials Purchase	<input checked="" type="checkbox"/>					Monroe-Walton County Library System Board	\$72,487	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase		<input checked="" type="checkbox"/>				Monroe-Walton County Library System Board	\$74,015	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase			<input checked="" type="checkbox"/>			Monroe-Walton County Library System Board	\$75,450	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase				<input checked="" type="checkbox"/>		Monroe-Walton County Library System Board	\$77,036	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase					<input checked="" type="checkbox"/>	Monroe-Walton County Library System Board	\$78,274	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	O’Kelly Replacement		<input checked="" type="checkbox"/>				Monroe-Walton County Library System Board	\$4,402,000	54.57% impact fees (net), 45.43% Local Taxation Sources	Cost includes \$2,000,000 State participation. The County’s maximum participation is 70.92% of the impact fee eligible portion of the project cost

¹ CWP is based on the amended Capital Improvements Element that was adopted on July 7, 2020.

² CWP excludes Animal Services because no impact fee projects are anticipated between 2024 and 2028.

³ Emergency Communications projects are planned beyond 5-year time horizon in the CIE

Category ²	Action/Item	2024	2025	2026	2027	2028	Responsible Party	Cost Estimate	Funding Source*	Notes
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Parks and Recreation	Between Park New Playground	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Parks and Recreation Department	\$406,473	91.14% impact fees (net), 8.86% Local Taxation Sources	
Parks and Recreation	South Walton New Batting Cage Building	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				Parks and Recreation Department	\$171,649	99.98% impact fees (net), 0.02% Local Taxation Sources	2,880 sf facility
Parks and Recreation	Walnut Grove New Community Center		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$7,180,600	58.12% impact fees (net), 41.88% Local Taxation Sources	20,342 sf of 35,000 sf impact fee eligible
Parks and Recreation	Walnut Grove New Concession Building		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$291,805	99.99% impact fees (net), 0.01% Local Taxation Sources	1,200 sf facility
Parks and Recreation	Walnut Grove New Maintenance Building		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$33,008	99.97% impact fees (net), 0.03% Local Taxation Sources	1,100 sf facility
Parks and Recreation	Walnut Grove New Dugouts		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$94,709	99.95% impact fees (net), 0.05% Local Taxation Sources	1,914 sf facility
Parks and Recreation	Walnut Grove New Basketball Court		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$106,787	88.5% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Parking Lot		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$565,528	99.92% impact fees (net), 0.08% Local Taxation Sources	250 spaces
Parks and Recreation	Walnut Grove New Baseball Fields (5)		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$1,767,217	92.2% impact fees (net), 7.8% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Multi-Purpose Fields (4)		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$1,272,396	88.50% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Expansion of West Walton Park (Portion of 574 projected spaces)	<input checked="" type="checkbox"/>					Parks and Recreation Department	\$160,000	37.50% Donation, 62.42% impact fees, 0.08% Local Taxation Sources	150 spaces

Category ²	Action/Item	2024	2025	2026	2027	2028	Responsible Party	Cost Estimate	Funding Source*	Notes
Parks and Recreation	Walnut Grove New Picnic Pavilions (4)		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$355,027	88.50% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Splash Pad		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$1,396,348	35.43% impact fees (net), 64.57% Local Taxation Sources	
Law Enforcement	New Jail	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sheriff's Office	\$12,228,771	4% impact fees (net), 96% Local Taxation Sources	Cost estimate is based on proposed building size (84,900 square feet). Percentage of impact fees as a funding source (i.e., impact fee eligibility) is based on the increase in size (3,400 sq.ft.) from the existing jail (81,500 sq.ft.) to the proposed new facility.
Fire Protection	New Fire Station (81 N.)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Fire Rescue Department	\$2,242,422	100% Impact Fees	7,000 sf facility
Fire Protection	New Fire Station (Oasis)			<input checked="" type="checkbox"/>			Fire Rescue Department	\$2,242,422	100% Impact Fees	7,000 sf facility
Fire Protection	New Support Vehicles (2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				Fire Rescue Department	\$106,524	100% Impact Fees	One per year
Fire Protection	New Platform or Ladder Fire Truck	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				Fire Rescue Department	\$738,814	100% Impact Fees	
Fire Protection	New Pumper Fire Truck	<input checked="" type="checkbox"/>					Fire Rescue Department	\$485,484	100% Impact Fees	
Fire Protection	Support Vehicle (1)		<input checked="" type="checkbox"/>				Fire Rescue Department	\$53,262	100% Impact Fees	

Category ²	Action/Item	2024	2025	2026	2027	2028	Responsible Party	Cost Estimate	Funding Source*	Notes
Emergency Medical Services	New Ambulances (5)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Emergency Medical Services Department	\$828,413	100% Impact Fees	One per year
Emergency Medical Services	Education Facility (2,500 sf)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				Emergency Medical Services Department	\$830,045	100% Impact Fees	
Emergency Communications	Nothing planned in 5-year time horizon									

* Local Taxation Sources include but are not limited to the County General Fund, the Capital Projects Fund or other County taxation source, as determined during the annual budget adoption process, SPLOST or separate funds of the Monroe-Walton Library System.

Georgia, Walton County

Adoption Resolution

Capital Improvements Element Annual Update

Walton County, Georgia

WHEREAS, Walton County adopted a Capital Improvements Element as an amendment to the *Walton County Comprehensive Plan*; and

WHEREAS, Walton County has prepared an amended Capital Improvements Element; and a correction to the FY2022 Financial Report, and

WHEREAS, the amended Capital Improvements Element was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989; and

WHEREAS, the amended Capital Improvements Element was submitted for review to the to the Northeast Georgia Regional Commission, and was subsequently approved by the Northeast Georgia Regional Commission and the Department of Community Affairs,

BE IT THEREFORE RESOLVED, that the Board of Commissioners of Walton County does hereby adopt the amended Capital Improvements Element, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 4th day of June 2024.

BY: _____

ATTEST: _____

May 7, 2024

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, May 7, 2024 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Assistant Finance Director Jennifer Wall 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 6:10 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

PROCLAMATIONS

Donate Life Month

Chairman Thompson presented a proclamation for Donate Life Month. Commissioner Dixon made a motion, seconded by Commissioner Shelnett, to approve the proclamation. All voted in favor.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of April 2, 2024 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Surplus and Donation of Speed Trailer to Piedmont Tech - Sheriff's Office
- 4. Operating Agreement - Civic Media Group - Walton Co. Parks & Recreation
- 5. IGA - City of Monroe - Natural Gas Delivery Service - Walton Co. Public Safety Complex
- 6. IGA - City of Loganville - Use of West Walton Park
- 7. Walton Co. Board of Health – Environmental Health Fees

Motion: Chairman Thompson made a motion, seconded by Commissioner Bradford, to approve the Administrative Consent Agenda subject to County Attorney review of the Civic Media Group Operating Agreement. All voted in favor.

FINANCE

Presentation of Proposed FY25 Budget

Assistant Finance Director Jennifer Wall presented the proposed FY25 Budget. The proposed FY25 Budget assumes a County-wide millage of 10.415 which is no increase. The proposed FY25 Budget assumes a Fire District millage of 2.100, an increase of .265 mills versus last year’s millage rate of 1.835. Chairman Thompson explained that the proposed budget anticipates the renewal of SPLOST and should it not be renewed, an emergency meeting would be needed to amend the proposed budget due to obligations for the Public Safety Complex, The Grove Park and other projects already underway.

Project Length Budget - Protective Wall for Shooting Range - Sheriff's Office

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Dixon to approve the project length budget for the protective wall at the shooting range. All voted in favor.*

HUMAN RESOURCES

2024 Benefits Renewal - MSI Benefits

Ashley Gilder with MSI Benefits recommended renewal with Anthem and VeracityRX. She further commended Chairman Thompson and the Board for overall claims being down due to the use of the county employee health clinic.

***Motion:** Commissioner Adams made a motion to approve the 2024 Benefits Renewal. Commissioner Shelnutt seconded the motion; voted and carried unanimously.*

CONTRACTS

GDOT PI# 0016363 - Intersection Improvements - St. Rt. 81 @ Ozora Church Road

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

APPOINTMENTS

Planning Commission, District 4

***Motion:** Commissioner Bradford made a motion to appoint Michelle Trammel to the Planning Commission for District 4. Commissioner Bradford stated that Keith Prather had resigned due to other obligations. Commissioner Dixon seconded the motion and all voted in favor.*

DISCUSSION

County Manager's Report/Update

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

PUBLIC COMMENT

Ryan Eagleson, president of the Walton Disc Golf Club spoke in support of Disc Golf and commending the Board for the Disc Golf course at Ayers Park in Between.

ANNOUNCEMENTS

Chairman Thompson announced that GDOT had agreed to a deceleration lane on Hwy. 78 at Bradley Gin Road.

ADJOURNMENT

Motion: Commissioner Adams made a motion, seconded by Commissioner Shelnett, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:06 p.m.

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners
Purchases \$25,000.00

Item 6.2.

Meeting

June 4, 2024

Department	Fund	Description	Payee	Amount
Budget Year FY 24				

	100	Premium for June 2024 - For the Record	One America	\$ 34,716.54
	Various	Replenish Funds in Workers Comp Trust- For the Record	Walton CO. Workers comp Trust	\$ 40,433.00

Elections

1401	100	Election Day/Temp Payroll W/E 5/5/24, Primary 5/21/24	Chase Professionals	\$ 25,024.84
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Law

1530	100	General Legal Fee April 2024/ Lexus Legal Research- For the Record	Atkinson/Ferguson	\$ 26,293.36
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IT

1535	100	Tax & Tag Software Annual, Technical Software Support, and Software Cloud Hosting	Nitorco, Inc	\$ 52,600.00
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Tax Assessors

1552	100	2024 Real Property & Personal Property Assessment Notices	Governmental Systems Inc	\$ 49,751.08
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Jail

3325	100	Housed Out Inmates-April 2024	Barrow County BOC	\$ 57,640.00
3325	100	Inmate Meals- April 2024	Kimble's Food By Design, INC.	\$ 75,262.96

Splost 2013

3325.13	322	Construction Cost- For the Record	Comprehensive Program Services	\$ 60,000.00
---------	------------	--	--------------------------------	---------------------

Department	Fund	Description	Payee	Amount	
	3325.13	322	Jail Access Road- For the Record	Precision Planning Inc	\$ 37,537.34
EMS					
	3610	531	Ambulance Billing-April 2024	Emergency Billing,LLC	\$ 26,969.97
Solid Waste Disposal					
	4530	540	Tipping Fees -April 2024	City of Monroe Public Works	\$ 25,956.34
Water					
	4446	507	Water and Testing -April 2024 - For the Record	Cornish Creek Water Fund	\$ 179,647.00
Public Safety Complex					
	3325.22	315	Engineering Services- For the Record	McCarthy Barnsley, A Joint Venture	\$ 5,762,554.28
Parks & Rec-Splost 19					
	6220.19	323	Pickle Ball Courts Ayers Park- For the Record	Precision Planning Inc	\$ 3,658.74
The Grove 2023					
	6220.23	338	Construction Phase - For the Record	Ascension Program Management LLC	\$ 7,020.00
	6220.23	338	Design Costs- For the Record	LOSE Design	\$ 22,691.00
HLC Water Treatment Facility					
		504	Professional Engineering - For the Record	Archer Western Construction	\$ 14,550.00

Department	Fund	Description	Payee	Amount
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	504	Water Treatment Facility Monthly Fees- For the Record	Atkinson Ferguson LLC	\$ 420.00
	504	Professional Engineering - For the Record	Engineering Strategies Inc	\$ 55,163.75
	504	Professional Engineering - For the Record	Jacob's Engineering	\$ 205,301.45
	504	HLC Management- For the Record	Precision Planning	\$ 17,440.00

Hard Labor Creek

4405	508	HLC O & M Monthly Fees- For the Record	Atkinson Ferguson LLC	\$ 192.50
4405	508	HLC O & M Aqua Troll Service- For the Record	In-Situ, Inc	\$ 5,000.00
4405	508	HLC O & M- For the Record	Precision Planning Inc	\$ 1,722.65
	508	HLC Apalachee River Intake Fees Title Expense- For the Record	Atkinson Ferguson LLC	\$ 932.50
	508	Arbitrage Rebate Compliance 3/29/23-3/29/24, Excess Investment Yield Calculation- For the Record	Bingham ARS, Inc	\$ 450.00
	508	Professional Services 7/1/23-4/26/24- For the Record	CH2M Hill Engineers, Inc	\$ 9,537.50
	508	Decommissioning Presley Hydro Plant- For the Record	Earth & Water Law LLC	\$ 13,320.00
	508	HLC Management- For the Record	Precision Planning, Inc	\$ 1,610.00
				\$6,813,396.80

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Kim McCord**

Meeting Date Request: **06/04/2024**

Has this topic been discussed at past meetings? **Yes**

If so, When? **2023**

TOPIC: **Reapply for Bullet Proof Vest Grant**

Wording For Agenda: **Approval to Reapply**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Grant Letter**

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

If so, has a copy of the documentation been forwarded to County Attorney? **No**

Date forwarded to County Attorney:

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:



Tammy Kirk <tkirk@co.walton.ga.us>

BJA Patrick Leahy Bulletproof Vest Partnership (BVP)

1 message

Bureau of Justice Assistance <BJA@public.govdelivery.com>
Reply-To: BJA@public.govdelivery.com
To: tkirk@co.walton.ga.us

Wed, Apr 24, 2024 at 11:47 AM

[View as a webpage / Share](#)

Dear BVP Participant,

The Bureau of Justice Assistance (BJA) is pleased to announce that the Fiscal Year (FY) 2024 Patrick Leahy Bulletproof Vest Partnership (BVP) Program application period opens today, Wednesday **April 24, 2024**. All applications must be submitted online at Patrick Leahy Bulletproof Vest Partnership: Login (usdoj.gov) by **6:00 pm Eastern Time on Monday, June 10, 2024**.

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the new BVP Fact Sheet for detailed information on the BVP Program. In addition, updated BVP Frequently Asked Questions (FAQs) can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/faqs>, and detailed guides and training materials for the BVP application process and the payment request process can be found at BVP Program Resources.

FY 2024 BVP Program and Application Requirement Highlights

Detailed information can be found in the BVP FAQs.

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.

- **System for Award Management (SAM) Registration Requirement:** An active registration in SAM is required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at [SAM.gov](https://sam.gov) as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please access the SAM support materials here [SAM Help](#). The SAM Helpdesk can be reached at (866) 606-8220.
- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. NIJ has started adding vests to the compliant products list for the new [0101.07 Standard](#). FY 2024 BVP funds may be used towards the purchase of eligible vests listed on the 101.06 Standard and the 0101.06 Standard. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the [Mandatory Wear FAQs](#).
- **DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD), which replaced the former BVP access control system in January 2023. DIAMD is a modern single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found in the [User Account Activation Guide](#) and in the [BVP FAQs](#).
- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2024 BVP funds:
 - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
 - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
 - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation

and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the BJA [VALOR Initiative](#) booklet for a detailed synopsis of this important initiative.

Sincerely,

BVP Program Team
Bureau of Justice Assistance



PUBLIC SAFETY OFFICERS' BENEFITS (PSOB) PROGRAM

Enacted in 1976, the PSOB Program provides death, disability, and education benefits to those eligible for the program. For details regarding these federal benefits for law enforcement officers, firefighters, and other first responders who have died or become catastrophically injured in the line of duty, call the PSOB Office at 888-744-6513 or visit us online at [online](#).

BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.

If you haven't already, [subscribe to the News From BJA](#) subscription list to stay up to date on the latest information and news from BJA. If you are already a subscriber, [update your subscription preferences](#) to receive information that is most relevant to you.

Connect With Us



[www.bja.gov](#)

4/25/24, 10:37 AM

WALTON COUNTY, GEORGIA Mail - BJA Patrick Leahy Bulletproof Vest Partnership (BVP)

Item 6.3.



If you do not wish to receive email notifications from
Walton County, Georgia, please contact the...

This email was sent to tkirk@co.walton.ga.us using GovDelivery Communications Cloud on behalf of Department of Justice
Washington, DC



Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Kim McCord**

Meeting Date Request: **06/04/2024**

Has this topic been discussed at past meetings? **Yes**

If so, When? **2023**

TOPIC: **Agreement with Navy**

Wording For Agenda: **Night Vision Lease with the Navy-We Paid for with Drug Fund**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Agreement**

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

If so, has a copy of the documentation been forwarded to County Attorney? **No**

Date forwarded to 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?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;
Walton County Sheriff's Office

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,

Walton County Sheriff's Office

When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Government will -

- 4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.
- 4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.
- 4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.
- 4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Ms. Tracy Hersman

812-381-0892

tracy.r.hersman.civ@us.navy.mil

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: Walton County Sheriff's Office

Phone Number: (770) 267-1357

Email Address:

Fax Number: (770) 266-1500

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

**Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522**

and, if to the Agency, to (insert mailing address):
14285 South Madison Avenue
Monroe,

Georgia 30655
or as may from time to time otherwise be directed by the Parties.

- 6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.
- 6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
- 6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
- 6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.
- 6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.
- 6.10 EXPIRATION DATE. This MOA expires on Jun 26, 2025
- 6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.
- 6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

- 6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

- 7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
- 7.2 BILLING. The Agency will provide the Government with payment via Automated Clearing House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.
- 7.3 PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and patricia.l.graves6.civ@us.navy.mil.

For ACH:

Bank Name: Credit Gateway
 Address: 60 Livingston Avenue
 St. Paul, MN 55107
 RTN/ABA: 051036706
 A/C: 801700778009

For Wire Transfer:

Bank Name: U.S. Treasury
 Address: 1500 Pennsylvania Avenue NW
 Washington, DC 20220
 Country: USA
 RTN/ABA: 021030004
 Account Name: DFAS-Cleveland
 Account Number: 801700778009

- 7.4 FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.
- 7.5 ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

ATTACHMENT A



Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement
 Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

1a. Federal/State/Local Law Enforcement Agency Name: Walton County Sheriff's Office	2. Agreement Number: N00164LE0217-24
	3. Agreement Start/Renewal Date: Jun 26, 2024
1b. Agency Mailing Address: 14285 South Madison Avenue Monroe,	4. Agreement Termination Date: Jun 26, 2025
State: Georgia Zip Code: 30655	5. Estimated Total Cost (See paragraph III Terms and Conditions below): \$ 5,400.00

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-14, Night Vision Pocketscope, NSN: 5855-01-432-0524; Repl Value \$3,000 each	11	\$300.00	\$ 3,300.00
Serial Numbers: 6596085; 6560323; 6595153; 6595166; 6560338; 6560311; 6393367; 59637; 59691; 6597394; 6597314.			
AN/PVS-26, Clip-On Night Vision Weapon Sight, NSN: 5855-01-538-8121; Repl Value \$4,000 eac	2	\$300.00	\$ 600.00
Serial Numbers: 01760; 00311			
SU-250/U, Submersible Monocular NV System, NSN: 5855-01-562-7562; Repl Value \$3,000 each	5	\$300.00	\$ 1,500.00
Serial Numbers: 301274; 301859; 304864; 304914; 305385			
Select an Item		\$300.00	\$ 0.00
Serial Numbers: 2 EA. PVS-17 WEAPON SIGHTS ADDED WHEN AVAILABLE			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Total		\$ 5,400.00	

7. Points of Contact	
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):
Sheriff Joe Chapman	Kimberly McCord
Phone: (770) 267-1357	Phone: (770) 267-6557
Fax: (770) 266-1500	Fax: (770) 266-1500
Email:	Email: kim.mccord@co.walton.ga.us
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):
Scott Arthur	Debbie Owens, CTR
Phone: 812-854-6650	Phone: 812-854-4439
Fax: 812-854-8559	Fax: 812-854-8559
Email: scott.d.arthur2.civ@us.navy.mil	Email: electro_optic_loan@us.navy.mil
Government Agreement Administrator (Name):	Government Agreement Administrator (Name):
Nancy Sherfick	Mary-Ann Miller
Phone: 812-854-2624	Phone: 812-854-5140
Fax: 812-854-8559	Fax: 812-854-8559
Email: electro_optic_loan@us.navy.mil	Email: electro_optic_loan@us.navy.mil

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]

ACCEPTANCE OF AGREEMENT on behalf of:

Walton County Sheriff's Office

by: **X** _____ Date _____
Signature

Sheriff Joe Chapman

Type Name and Title

Walton County Sheriff's Office

Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:

X Brandon Boeglin _____ 15 Apr 2024 _____
Date

BRANDON J BOEGLIN

By direction
NSWC Crane

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Kim McCord**

Meeting Date Request: **06/04/2024**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: Inmate Medical Agreement

Wording For Agenda: **Correct Health Amendment for Inmate Medical**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of agreement**

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

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

Date forwarded to County Attorney: **05/23/2024**

Has the County Attorney review been completed? **Yes and approved**

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:

**AMENDMENT
HEALTH SERVICES AGREEMENT**

The HEALTH SERVICES AGREEMENT between Walton County, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY") and CorrectHealth Walton, LLC (hereinafter referred to as "COMPANY") f/k/a Georgia Correctional Health, LLC, originally entered into on July 1, 2004, as subsequently amended, is hereby amended effective July 1, 2024. The compensation paid and other terms of the contract are modified as referenced herein. All other contract provisions, as set forth in the Original Health Services Agreement and prior Amendments, will remain the same.

ARTICLE VII: TERM AND TERMINATION OF AGREEMENT

7.1 Contract Term. This Agreement will be effective as of **July 1, 2024 through June 30, 2025** for a term of one (1) year. This Agreement is renewable under like terms subject to negotiation of service component and compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term.

ARTICLE VIII: COMPENSATION.

8.1 Base Compensation. COUNTY will pay COMPANY the annual sum of **\$2,211,660.17** for services provided by COMPANY during the term of this Amendment, which includes the **\$40,000** Annual Aggregate Cap. Payments will be **\$184,305.01** per month.

8.3 Per Diem. COUNTY agrees to compensate COMPANY **\$2.98** per inmate per day when the daily census is greater than **425**. Said amount shall be paid for each inmate in excess of 425 inmates.

IN WITNESS WHEREOF, the parties have set their hands hereto as of the day and year first above written.

WALTON COUNTY ("COUNTY")

By: _____
Title: _____
Print Name: _____
Date: _____

CORRECTHEALTH WALTON, LLC ("COMPANY")

By: Stacy M. Scott
Title: Chief Legal Officer
Print Name: Stacy M. Scott
Date: 5/22/2024

Walton County Juvenile Court

**CONTRACT FOR SERVICES
(Subcontract)**

This contract is hereby made this 10th day of May 2024, between Alcovy Leadership and Character Development Program, LLC 741 Ridgeland Road, Bethlehem, Georgia 30620 , hereafter the "Contractor", and Walton County, in the State of Georgia, hereafter referred to as the "Court", sets forth the rights, understandings, and obligations by and between Contractor and the Court for the employment of Contractor by the Court at the Evening Reporting Center of the Juvenile Court of Walton County to provide services for eligible children.

WITNESSETH

The Contractor and the Court agree that this agreement is subject to and subordinate to the terms and of the policies and procedures of Walton County government and to any other grant for monies received by the Court and used to facilitate this contract.

The parties hereto do mutually agree as follows:

A. DEFINITIONS

As used herein:

- 1. **Eligible Child:** (a) any child alleged to be delinquent under the Georgia Juvenile Code who is not currently detained by law; or (b) any juvenile alleged to be a status offender or unruly child under the Georgia Juvenile Code who is not detained, and, said juveniles are referred by the order of the Juvenile Court of Walton County to participate in the Evening Reporting Center.
- 2. **Judge:** the judge charged with hearing juvenile cases in the County.

B. INDEPENDENT CONTRACTOR RELATIONSHIP

For all purposes including but not limited to the following; Federal Insurance contributions Act (FICA), the Social Security Act, the Federal Employment Tax Act (FUTA), income tax withholding requirements, Georgia Personal Income Tax Compensation Act, and all other applicable federal, state, and local laws, rules, and regulations, (NHI) and their respective employees, Contractor and its employees shall be treated as an independent contractor and not as employees of the Walton County Juvenile Court.

C. NO BENEFITS

Alcovy Leadership and Character Development Program, LLC and their employees are not entitled to any benefits that Walton County Juvenile Court provides to its employees. Alcovy Leadership and Character Development Program, LLC hereby waives the right to participate in any such programs.

D. SERVICES

The Contractor agrees to provide and the Court agrees to pay for the service(c) as outlined in Exhibit A attached hereto and made apart herein.

1. Referral

Whether a child is referred to a Contractor under his contract and the extent and combination of services to be provided is within the sole discretion of the Judge of the Juvenile Court of Walton County.

No child shall be referred to or received by the Contractor unless that child is an eligible child under this contract absent an Order of the Juvenile Court of Walton County.

2. Payment

The Contractor agrees to provide services to each eligible child referred by the judge of the Juvenile Court of Walton County. The Contractor shall be paid at the rate listed below for the services estimated as follows;

- 1. Evening Reporting Center- 83 days/249 MPUs (Man Power Units). \$30.00 = 1 MPU
ERC total = \$7470.00
- 2. Thinking For A Change- 83 classes at \$60.00 per class.
T4AC total = \$4980.00
- 3. Community Service- 20 days = \$125.00 per supervisor. Two supervisors needed=
\$250.00 a day.
CS total = \$5000.00
- 4. ALCDP supervision/management = \$800.00 a month for twelve months.
Supervision/management total = \$9600.00

Estimated cost of ALCDP programs/supervision and management for July 1, 2024 – June 30, 2025 will be twenty seven thousand, one hundred ninety dollars. \$27050.00.

All instructors will be required sign use time cards to track their MPUs/work hours. An invoice will at the end of each month to Walton County Juvenile Court for payment of services.

E EQUIPMENT AND TOOLS

Contractor shall notify and receive approval from the Court before obtaining equipment, tools, materials or outside personnel used to conduct any services. Upon the Court's approval, contractor shall submit to the Court an invoice for such equipment, tools, material, or personnel and the Court will pay such invoice within 30 days.

F. MANNER AND LOCATION

Contractor will be required to complete the assigned project within the time period specified herein and further agrees to provide periodic reports as required by the Walton County Juvenile Court.

G. ANY ADDITIONAL REQUIREMENTS

Contractor will comply with all applicable requirements that may be communicated by the Court. All documents and records of Contractor pertaining to the Project shall be available for review and inspection by the Court relevant government agencies.

H. NOTICES

Any Contractor notice under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified, or registered and addressed to the Walton County Juvenile Court or to Alcovy Leadership and Character Development Program, LLC. Located at 741 Ridgeland Road, Bethlehem, Georgia. Contractor shall be obligated to notify the Court in writing of any change in address. Notice of change of address shall be effective only when done in accordance with this paragraph.

I. EFFECTIVE DATE AND TERMINATION

This contract will be effective as of the date of signing by both parties and shall terminate on the 30th day of June, 2025. Either party hereto may terminate this contract at any time prior to the previously mentioned expiration date for cause. Such termination may be had upon thirty (30) days written notice to the other party. Payment may be obtained as provided herein for services actually rendered and received up to the date of termination

J. STATE AND FEDERAL REGULATIONS

This contract is subject to all regulations and rules, placed on contracts of this type by the Federal or State Governments. The laws of Georgia under, including matters of construction, validity, and performance, shall govern this contract and all rights and obligations there.

The Federal, State or County Government, or any of their duly authorized representatives shall have access, for the purpose of audit and examination to any books, documents, papers, and records of the Contractor that are incidental to any Grant and the work performed hereunder.

K INTEGRATION AND MODIFICATION

This contract represents the sole and entered agreement between the Contractor and the Court and all offers, negotiations, or agreements between the parties are merged herein.

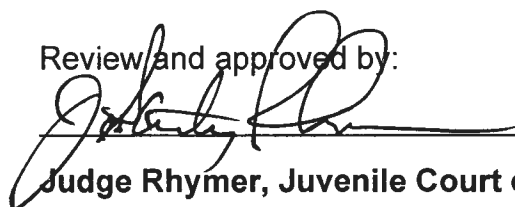
No modification of the contract shall be enforceable unless such modification is in writing, signed by the parties hereto, and otherwise not in violation of the provisions of any Grant or Law.

Time is of the essence of the contract.

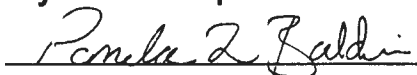
IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____ day of _____, 2024.

David Thompson, Chairman Walton County, Georgia Board of Commissioners

Attest: _____
Rhonda Hawk, County Clerk

Review and approved by:


Judge Rhymer, Juvenile Court of Walton County

Alcovy Leadership and Character Development Program, LLC
By: 

Pamela L. Baldwin

Walton County Water

Charge Off Balances for 2024

Balance to Charge Off: \$22,020.53

Number of Accounts: 110

Average Charge Off per Acct: \$200.19

Total Deposits Applied Prior to Charge Off: \$5,970.00

Average Deposit Applied on CO Acct: \$54.27

Current Deposit Policy – \$0, \$100, \$250 depending upon credit.

of Accounts with Max \$250 Deposit Applied during this CO cycle: 14

54 of the accounts had no deposit, which means they had good credit at the time they opened the account or were very old accounts. Includes accounts where the customer died with no real assets.

Most of the accounts being charged off were accounts that were abandoned by the customer. They simply moved without paying what was due and since we were never notified it was not until we went to lock for non-payment that it was discovered they had moved. Several of those accounts had leaks which led to large bills. The number of accounts charged off was slightly higher than last year but the dollar amount was down by almost 1/3.



Derry M. Boyd
Tax Commissioner

**Walton County Tax
Commissioner**

GOVERNMENT BUILDING
303 SOUTH HAMMOND DRIVE · SUITE 100
MONROE, GEORGIA 30655

Telephone: (770) 266-1736
Facsimile: (770) 267-1416

June 4, 2024

TO: Walton County Board of Commissioners
RE: Uncollectable Property

Gentlemen,

The following list constitutes property that has been deemed uncollectable because no property has been found to levy against. Every effort has been made to collect or locate property which to levy against.

The FiFa's against these properties will be listed as **INSOLVENT** according to O.C.G.A. 48-5-129, pending your approval.

Regards,

A handwritten signature in black ink, appearing to read "Derry M. Boyd", written over a horizontal dashed line.

Derry M. Boyd
Tax Commissioner
Ex-Officio Sheriff
Walton County, GA

ORDER FORM AMENDMENT

This Order Form Amendment (this "Amendment") is entered into between the customer executing below ("Customer") and Fifth Asset, Inc., d/b/a DebtBook ("DebtBook").

The Customer and DebtBook have previously entered into an Agreement, as such term is defined in the Order Form(s) executed and delivered by Customer and DebtBook and attached as Appendix I (collectively, the "Existing Order Form"). The Existing Order Form, as modified by this Amendment, is referred to as the "Renewal Order Form." Each capitalized term used but not defined in this Amendment has the meaning given in the Agreement.

On and after the Amendment Effective Date (as defined below), Customer and DebtBook agree to amend the Existing Order Form and the Agreement as follows:

Amendments. Any reference to the "DebtBook Quote" will mean DebtBook's pricing document attached as Exhibit A. Any reference to the "Customer Terms" will mean any Customer Terms in the Existing Agreement as amended or supplemented, if applicable, by the additional Customer Terms attached as Exhibit B. Any reference to the "Terms & Conditions" will mean the updated Terms & Conditions attached as Exhibit C. Each exhibit to this Amendment is incorporated herein by this reference. Any Notice delivered under the Agreement will be delivered to DebtBook at the address indicated beneath DebtBook's signature below. Any reference to the "Order Form" will mean the Renewal Order Form, and any reference to the "Agreement" will mean the Agreement as modified by this Amendment.

Term. This Amendment establishes a "Renewal Term" beginning on the Amendment Effective Date and remaining in effect for the term indicated in the DebtBook Quote.

Services; Fees. The DebtBook Quote sets forth the Services to be provided to Customer under the Renewal Order Form, including the specific Products to be provided to Customer through its access to the Application Services. During the Renewal Term, DebtBook will charge Customer an annual Subscription Fee as set forth in the DebtBook Quote. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

Other Terms. Unless otherwise provided in the Customer Terms, this Amendment will become effective on the day immediately following the end of the current Term established in the Existing Order Form (the "Amendment Effective Date"). Except as expressly provided in this Amendment, the terms and provisions of the Agreement will remain unchanged and in full force and effect.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year.

FIFTH ASSET, INC., D/B/A DEBTBOOK

WALTON COUNTY, GA

By: _____
Name: Michael Juby
Title: COO

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

Date Signed: _____

Purchase Order Required: Yes ____ No ____

Exhibit A
DebtBook Quote

[See attached.]



Walton County, GA

303 S Hammond Drive, Ste 33
Monroe, GA 30655

Prepared For:
Milton Cronheim | Chief Financial Officer
milton.cronheim@co.walton.ga.us
770-267-1964

Prepared By:
Josh Nassau-Young
Customer Success Manager
josh.nassau-young@debtbook.com

Notice Address:
PO Box 667950
Charlotte, NC 28266

The Renewal Term under this Renewal Order Form is 3 year(s). The Application Services purchased under this Renewal Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and, if applicable for any Product, the Implementation Services option indicated below.

Products

Description	Year 1	Year 2	Year 3
2024 Tier 3 - Debt - 23DST3-2 DebtBook's debt management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	-	-	-
2024 Tier 2 - Lease & Subscriptions - 23LSST2-2 DebtBook's Lease & Subscriptions management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	-	-	-
Product Bundle Total	\$10,530	\$12,690	\$15,210
Total Contract Value			\$38,430

Exhibit B

Customer Terms

The additional terms set forth below constitute "**Customer Terms**" for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

Exhibit C

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

“Order Form” means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

“Premium Implementation Services” means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

“Pricing Tier” means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Products” means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "Fees"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is

responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee

regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other

purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

**WALTON ELECTRIC MEMBERSHIP CORPORATION
MONROE, GEORGIA
NON-RESIDENTIAL OUTDOOR LIGHTING AGREEMENT
COOPERATIVE OWNED SYSTEM ONLY**

The Walton Electric Membership Corporation, "Cooperative", and _____

_____, a member of the Cooperative, "Member" hereby mutually agree that:

1. The Cooperative will furnish, install, and make all necessary electrical connections for LED type lighting fixtures at locations agreed upon by both parties.
2. The Cooperative shall furnish electric power for the lighting fixture which shall be controlled to energize the fixture from dusk to dawn.
3. The member agrees that service provided by the Cooperative shall be as follows:

Type of fixture/pole	Size of fixtures/poles	Number of fixtures/poles	Monthly Unit Charge	Total Monthly Charge
<u>Hapco Poles</u>	<u>35'</u>	<u>8</u>	<u>Up Front Cost</u>	
<u>Autobahn Fixture</u>	<u>70 Watt LED</u>	<u>10</u>	<u>28.00</u>	<u>280.00</u>

Address of Fixture Location(s) if different than below:

Intersection of HWY 81 and Ozora Church RD GDOT PI 0016363

Notes: Hapco poles will need to be paid up front at a cost of \$3,042.00 each for a total of \$24,336.00

- a) The minimum term for this contract shall be five (5) years. Thereafter, it will continue until cancelled.
- b) The Member agrees to the location for the lighting fixture; shall permit all necessary tree trimming required for the conductors or fixture installation.
- c) Where trenching work cannot be accomplished by use of Corporation's standard trenching equipment due to rock, high water tables, or other conditions, any excess cost due to these causes may be charged to the Owner by the Cooperative.
- d) It is mutually agreed that the fixture installed remains the property of the Cooperative and will be removed at the request of the Member when this agreement is terminated in accordance with the provisions contained herein.
- e) The Cooperative will maintain the fixture free of charge, including the replacement of burned out fixtures.
- f) The Member agrees to exercise proper care to protect the property of the Cooperative on its premises and in the event of loss or damage to the Cooperative's property arising from negligence of Member, the cost of necessary repair or replacement shall be paid by the Member.
- g) It is mutually agreed that service interruptions to the lighting fixture shall be reported by the Member to the Cooperative. Replacement of lamps and all other repairs shall be made only during the regular working hours of the Cooperative's service personnel as soon as practical after notice of such interruption of service is received.
- h) No reduction will be made to the Member's monthly charge under this agreement for service interruption time due to lamp failure or other cause beyond the control of the cooperative.
- i) The member further agrees that the fixture, together with the poles and conductors, may be removed at any time by the Cooperative upon failure of the Member to pay the charges set forth herein in accordance with the Cooperative's established rules for billing and collecting electric accounts.
- j) The Member agrees that if at any time the Cooperative deems it necessary to revise the rate schedule pertaining to Outdoor Lighting a corresponding modification will be made to the rates for services hereunder.

WALTON EMC

MEMBER

Approved by _____

Name: _____

Date: _____

Address: _____

Acct. No. _____

Signature: _____

Signature: _____

AMENDMENT #1 TO THAT CERTAIN
INTERGOVERNMENTAL AGREEMENT CONCERNING
THE FUNDING AND BUILDING OF A NEW AZALEA REGIONAL
LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE
DATED NOVEMBER 7, 2023

THIS AMENDMENT #1 TO THAT CERTAIN INTERGOVERNMENTAL AGREEMENT (“Amendment”) is made this the _____ day of _____, 2024, by and between the City of Loganville, a municipal corporation of the State of Georgia, (hereinafter referred to as the “City”), Walton County, a political subdivision of the State of Georgia (the “County”), and the Azalea Regional Library System, organized and existing in accordance with O.C.G.A. § 20-5-1 et seq., (hereinafter referred to as the “Library System”) (together hereinafter referred to as the “Parties”).

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with any county, municipality or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to O.C.G.A. § 20-5-49, the Library System is authorized to make and enter into such contracts or agreements as are deemed necessary and desirable; and,

WHEREAS, the Parties entered into that certain Intergovernmental Agreement Concerning the Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville on or about November 7, 2023 (the “Library Agreement”); and,

WHEREAS, the Library Agreement requires the City and the Library System to enter into additional agreements concerning substantially all matters relating to the (1) Library Design, (2) Library Construction, and (3) Library Operation of the New Library (as defined in the Library Agreement); and,

WHEREAS, the Parties agree that additional time is required for the City and Library System to enter into said additional agreements concerning the design, construction, and operation of the New Library.

NOW THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the County, and the Library System do hereby agree to modify the Library Agreement as follows:

1. Section 3 – Library Design. The City and the Library System shall have until September 30, 2024, to enter into an additional agreement concerning substantially all matters relating to the design of the New Library.
2. Section 4 – Library Construction. The City and the Library System shall have until January 31, 2025, to enter into an additional agreement concerning substantially all matters relating to the construction of the New Library.
3. Section 5 – Library Operation. The City, the County, and the Library System shall have until January 31, 2025, to enter into an additional agreement concerning substantially all matters relating to the operation of the New Library.
4. Except as expressly modified herein, all terms and conditions of the Library Agreement shall remain unchanged and in full force and effect and the Parties hereto hereby reaffirm every term and condition contemplated therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers and representatives as of the day and year first above written as a sealed instrument.

ATTEST:

CITY OF LOGANVILLE

By: _____
Krisi Ash, Deputy Clerk

By: _____
Skip Baliles, Mayor

ATTEST:

WALTON COUNTY, GEORGIA

By: _____
Rhonda Hawk, Clerk

By: _____
David Thompson, County Commissioner

ATTEST:

AZALEA REGIONAL LIBRARY SYSTEM

By: _____

By: _____
Stacy Brown, Executive Director

https://rosenthalwright-my.sharepoint.com/personal/team_rosenthalwright_com/Documents/Server/PLR/City of Loganville/2023-2024 Library IGAs & Info/IGA DRAFTS/2024.05.29. Library IGA 1st Amendment.docx

Resolution No. 2024-_____

A RESOLUTION OF THE WALTON COUNTY BOARD OF COMMISSIONERS TO APPROVE THE LOCAL EMERGENCY COMMODITIES POINT OF DISTRIBUTION (CPOD) PLAN

WHEREAS, The Board of Commissioners of Walton County, Georgia, pursuant to Georgia Statute, is vested with the authority of administering the affairs of Walton County, Georgia; and

WHEREAS, the Board of Commissioners of Walton County, Georgia, recognizes the importance of having an effective and efficient plan for the distribution of essential commodities to residents during emergencies and disasters; and

WHEREAS, the Walton County Emergency Management Agency has developed a comprehensive Local Commodities Point of Distribution (CPOD) Plan to ensure that vital supplies such as food, water, and medical supplies can be distributed to the public in a timely and organized manner; and

WHEREAS, the CPOD Plan outlines the locations, logistics, and procedures for setting up and operating distribution points throughout the county to serve the community effectively during times of need; and

WHEREAS, the CPOD Plan has been reviewed and endorsed by relevant local authorities, including the Walton County Emergency Management Director, county attorney, and other key stakeholders; and

WHEREAS, the Board of Commissioners of Walton County, Georgia, finds that the adoption and implementation of the CPOD Plan are essential for ensuring public safety, health, and welfare during emergencies;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, Georgia, as follows:

Approval of CPOD Plan:

- The Board of Commissioners of Walton County, Georgia, hereby approves and adopts the Local Commodities Point of Distribution (CPOD) Plan as presented by the Walton County Emergency Management Agency.

- This resolution shall take effect immediately upon its adoption.

ADOPTED this ____ day of _____, _____, by the Board of Commissioners of Walton County, Georgia,

BY: _____

David Thompson, Chairman

ATTEST: _____

Rhonda Hawk, County Clerk

Walton County, Georgia Point of Distribution (POD) Plan



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Goal: The goal of this outline is to establish baseline standards and define tasks for Local Government Emergency Operations Center (EOC) personnel and partners to enable the mass distribution of life-sustaining commodities.

Objectives:

1. Provide time-phased, task-based guidance for EOC personnel and partners assigned to support POD operations:
 - Establish triggers for manual activation.
 - Identify support roles and responsibilities
 - Outline a mechanism for determining the appropriate number, type and location of PODs.
 - Identify the resources that are required to support POD operations.
 - Recognize jurisdictional lines of authority, current plans, and procedures.
2. Outline preparedness actions and recommend key information and data points that should be pre-identified by the local government for each POD site.
3. Serve as a common point of reference for any emergency response official from within or outside Walton County and its municipalities, who supports POD operations.

Intended Audience:

- Government officials and advisors at all levels.
- Emergency response officials (agency heads, their deputies and logistics managers) at the local government, operational area, region, state and federal levels.
- Agency or organization personnel assigned to manage any aspect of distribution strategy.
- Nonprofit or private sector partners who play key roles in general feeding or supply restoration.

Planning Assumptions:

- Public and private resources are exhausted quickly, resulting in competing priorities for supplies.
- A major disaster declaration will be made for all or part of Walton County and the surrounding jurisdictions and/or region.
- Utilities (water supply, electric grid, natural gas, wastewater, and telecom systems) across Walton County could be significantly disrupted for many days or weeks.
- Transportation infrastructure will range from operable to severely compromised. A combination of private and publicly operated ground transportation modes will be necessary to reach all affected areas with commodities. Debris removal operations may be required to facilitate ground transportation.
- PODs will be required regardless of the modes of transportation used to move commodities.
- The county (via the state) must be prepared to coordinate the receipt and distribution of massive aid packages coordinated by the federal government, and to obtain supplemental aid from other sources.
- Municipalities within Walton County may need to be prepared to receive rations of these large aid packages and distribute them.
- Efforts to pre-identify field sites will have been made in collaboration with other jurisdictions prior to an incident.
- PODs are activated when local retail establishments have been compromised and are not capable of providing essential resources.
- Conditions under which distribution takes place are expected to be adverse, and may include widespread sustained power outages; lack of shelter; excessive heat, cold, or wet weather conditions; poor sanitary conditions; lack of access to healthcare and general conditions of population insecurity.
- The population that may be served by PODs will include the general population in Walton County, as well as, stranded visitors or commuters.
- The following characteristics may increase the likelihood that an individual will suffer diminished access to life-sustaining commodities during a disaster or emergency and need to visit a POD:
 - Age 65 and older, or 4 years and younger.
 - Functional needs.

- Serious chronic health condition(s) (heart disease, high blood pressure, psychiatric, or cognitive disorders, etc).
- Living near, on, or below the poverty line.
- Language barriers
- The supply chain operations required to meet public demand in the aftermath of a catastrophic incident may surpass all historical perspective or references and the scale of operations will need to remain fluid and dynamic.
- Other forms of distribution must be pre-planned, to include mobile delivery of food and water to homebound populations or hospitals.

DECISION MAKING

This section identifies triggers for activating PODs, and provides executive level checklists for decision-makers to use during activation, operations, and demobilization.

Activation:

PODs are activated when, upon activation of the EOC, Walton County EMA, in collaboration with partner agencies and organizations, determines that one of the following triggers has been met.

- **Trigger A:** An incident significantly impedes or disrupts (or is expected to disrupt) normal access to life-sustaining commodities for the local population for at least 48 hours, AND other mass feeding strategies cannot meet the needs of the population or are not appropriate based on the precipitating incident.
- **Trigger B:** A visible need for life-sustaining commodities arises in the population, AND this need cannot be met through existing mechanisms in the private or public sector.
- **Trigger C:** The EOC Director directs the activation of PODs based on incident-specific criteria.

Considerations: When activating the PODs, the EOC Director may:

1. Estimate the need for the POD, accounting for:
 - The scale, duration, and context of power outages, which may impact residential, commercial and industrial refrigeration and potable water distribution systems.
 - The potability or integrity of the water supply.
 - Damage to infrastructure and personal property.
 - Sudden decreases in the public's ability to purchase food and water.
 - The ability of private industry to supply food and water for public purchase.
 - The ability of public and nonprofit support mechanisms to meet public need for services that enable access to food and water.
 - Impending weather events and resulting damage expected.
2. Work with mass care and shelter resources and public/private agencies to determine how many people in need cannot be served by other supply or feeding operations. These people will need to be served by PODs.

Deactivation:

After the POD plan is activated, public access to life-sustaining commodities must be continually monitored. Support must be provided to assist the private and non-profit sectors in restoring normal access to life-sustaining commodities to the community. Once access has been sufficiently restored and PODs are no longer needed, public announcements are made and PODs are deactivated and demobilized.

THE POD

Operational Component:

This section provides a brief overview of the POD for the Local Government EOC user. The POD is a last resort, temporary location where life-sustaining commodities, such as emergency meals and water, are distributed to up to 20,000 members of the public during daytime operations. This will most likely include two emergency meals and four liters of drinking water per person. Other commodities, such as clean-up kits, tarps and cots may also be distributed using the POD model.

Layout:

Each POD uses one of the five possible layouts. Each layout is either vehicle-only (vehicular) or pedestrian-only (pedestrian). (Combining vehicular and pedestrian sites leads to significant safety and operational concerns and is not recommended). When determining whether to establish a vehicular or pedestrian POD, consideration should be given to fuel scarcity and traffic congestion impacts of vehicular PODs.

POD Layout Options:

- **Vehicular:**

Type I – Largest vehicular layout, can serve up to 20,000 people per day* and generally accommodates a four lane traffic plan (100,000 sq ft minimum space).

Type II – Medium vehicular layout, can serve approximately 10,000 people per day* and generally accommodates a two lane traffic plan (75,000 sq. ft. minimum space).

Type III – Smallest vehicular layout, can serve approximately 5,000 people per day* and supports a one lane traffic plan.

- **Pedestrian:**

Type I – Largest pedestrian layout, can serve up to 20,000 people per day and used in parks, parking lots, and/or other large open spaces.

Type II – Smallest pedestrian layout, can serve 10,000 people per day and also uses large open spaces like parks and parking lots.

*The number of people served per day is based on operations in which distribution takes place during daytime hours, and restocking occurs at night.

POD Location Selection:

- Suitable locations for points of distribution will be identified, considering accessibility, proximity to affected areas, and available infrastructure. In the event of a large scale incident, in which multiple communities are affected, consideration will be given to operating more than one POD and all attempts will be made to centralize locations to best serve the transportation needs of those affected.
- Alternate POD locations will be identified and accounted for, in the event that a primary location becomes inaccessible or the needs of the event change.
- Locations will be evaluated over time and monitored for suitability.
- Appendix (A) will maintain the active list of intended locations and site plans, to include MOU's with location owners/representatives when applicable.

Coordination and Communication:

- In the event of an activation of a POD, coordination between relevant agencies and resources will be handled at the EOC level.
- In the event of a POD activation, the Walton County Emergency Management Agency will coordinate with the Public Information Officer, in managing the dissemination of information to the public/media and coordinating with relevant stakeholders.
- Location, times of operation, types of commodities being delivered, and demobilizations will be included in all communication to the public. Various channels of communication can be utilized, such as CivicPlus alerts, social media, local television and radio news outlets, community bulletin boards, and any other appropriate means made available.

Staffing and Training:

- Periodic training will be offered to Walton County volunteers in a variety of relevant emergency procedure areas. Just-in-time training can be offered to new volunteers for some roles. All efforts will be made to maintain a diverse group of volunteers to staff a POD.
- Primary POD staff will be registered with the Walton EMA, especially those in leadership or POD manager assignment roles.
- Specific roles will be designated to appropriately trained volunteers, including registration, distribution, security, information, auxiliary communication, medical assistance, and traffic control. Roles will be incident specific and the staffing needs will be communicated through the EMA volunteer coordinator.

POD Personnel Assignments:

- Each POD site will have variables that dictate the staffing and personnel requirements, to include number of personnel and types of assignments. There will, however, be consistency in the assignment, organizational structure, and terminology.
 - POD Manager – This position will be appointed by the Walton EMA and will oversee all operations at an individual POD site and will maintain primary responsibility over safety aspects of the POD. POD managers will be registered with Walton EMA and will be properly trained/registered as an Emergency Worker. This assignment will require experience and working knowledge of emergency management operations.
 - Support Team – Those assigned to the support team will hold a variety of roles to include, but not limited to, traffic controllers, community relations, pallet jack operators, fork lift operators, logistics technicians, medical support, comfort and sanitation, and other functions related to supporting the loading operations.
 - Loading Team – Those assigned to the loading team will be directly involved with loading commodities into recipient vehicles as they enter the loading point areas. This will require physical ability to lift substantial amounts of materials and maintain the endurance necessary to continue an efficient operation.

- Team Leaders – Every POD site manager will assign a loading team leader and a support team leader. These team leaders will oversee their respective teams and report directly to the POD Manager on issues related to supply/resource management, burn rate, safety, personnel matters, and security.

Supplies and Equipment:

- An inventory of emergency supplies and equipment required for the POD operation will be maintained.
- Regular inspections will be conducted to restock deficient supplies and ensure readiness.
- Walton EMA maintains relevant necessary operational equipment, such as trailers, tents, tables, signage, communication tools, generators, traffic cones, and documentation.
- Specific inventories of commodities to be distributed will be coordinated through Walton County EMA and the Georgia Emergency Management Agency (GEMA).

Registration and Data Collection:

- A streamlined registration process will be developed to efficiently gather essential information from recipients of POD supplies.
- The system for collecting and recording data will ensure privacy and compliance with relevant regulations.
- Volunteers assigned to registration will be properly trained to maintain the integrity of secure and/or sensitive information.

Traffic Management:

- Traffic flow plans will be created for each intended POD site, in order to prevent congestion or adversely affect the surrounding area. This will apply to external traffic ingress and egress to/from the site, but will also consider the safe and efficient movement of people and vehicles within the site itself. Volunteers may be capable of being assigned roles to ensure proper traffic within the POD site, but this may require assistance from law enforcement. This planning function will be conducted at the time of an

activation, as variables such as traffic volume, roadway infrastructure damage, size of POD, evacuation routes and other unforeseen situation-specific variables will need to be evaluated in the activation process.

- External traffic flow on roadways and at intersections/driveways will require official law enforcement assignments by the Walton County Sheriff's Office, or municipal police agencies, depending on the location.
- Any anticipated personnel resources needed from law enforcement will be enumerated and described in each POD site plan.

Security:

- Security protocols will be implemented to safeguard both staff and POD supply recipients.
- Each site will require different security needs and will be described in individual site plans. Similar to traffic operations, some security and monitoring functions may be assigned to volunteer staff, while most security functions will be assigned to official law enforcement.
- A minimum of one law enforcement officer will be required for visible security presence within the POD site operation and will be separate from the traffic operations. This will ensure proper attention to internal security operations and the ability to efficiently communicate security incidents to other law enforcement.

Accessibility:

- POD site locations will ensure consideration to accessibility to all community members, including those with functional and accessibility needs or disabilities.
- Accommodations will be attempted as needed, depending on the dynamics of the crisis or incident, such as designated lines for vulnerable populations and mobile delivery for legitimate home-bound populations.

Documentation and Financial Considerations:

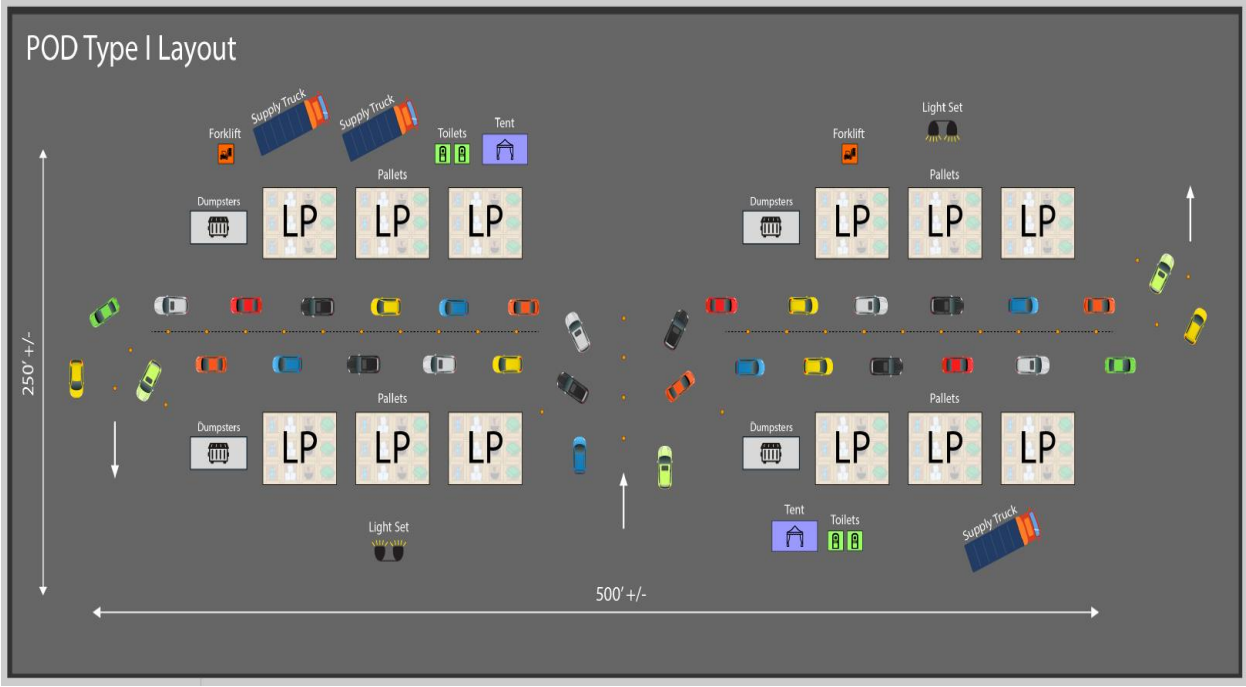
- The POD manager or Support Team leader will assign staff with pertinent skillsets to organize and maintain documentation related to logistics, receipts, bills of lading, staff registration, and recipient paperwork.

- Financial records of all associated costs will be maintained and regularly communicated to the EMA director for funding requirements and compliance with Walton County purchasing policies and ordinances.
- Documents for staff registration, recipient registration, POD setup checklists, on-site training, compliance documents, etc. will be listed in Appendix B.

Evaluation and Improvement:

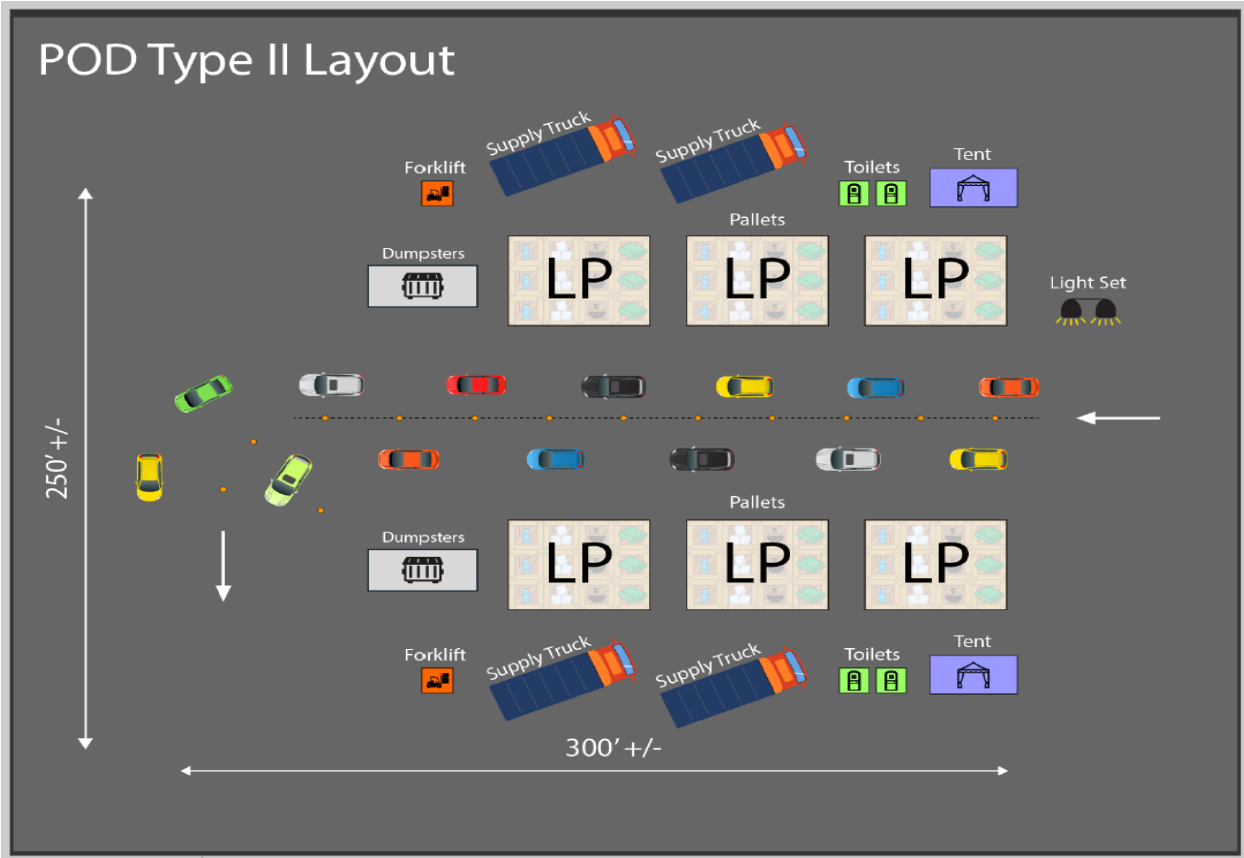
- Ongoing evaluation and improvement of POD operations will be conducted.
- Debrief sessions will be conducted after each operational period of a POD and at the time of demobilization to gather feedback from staff and community.
- Debriefs and lessons learned will be used to make updates to current POD plans.

Appendix A (Layout Examples)



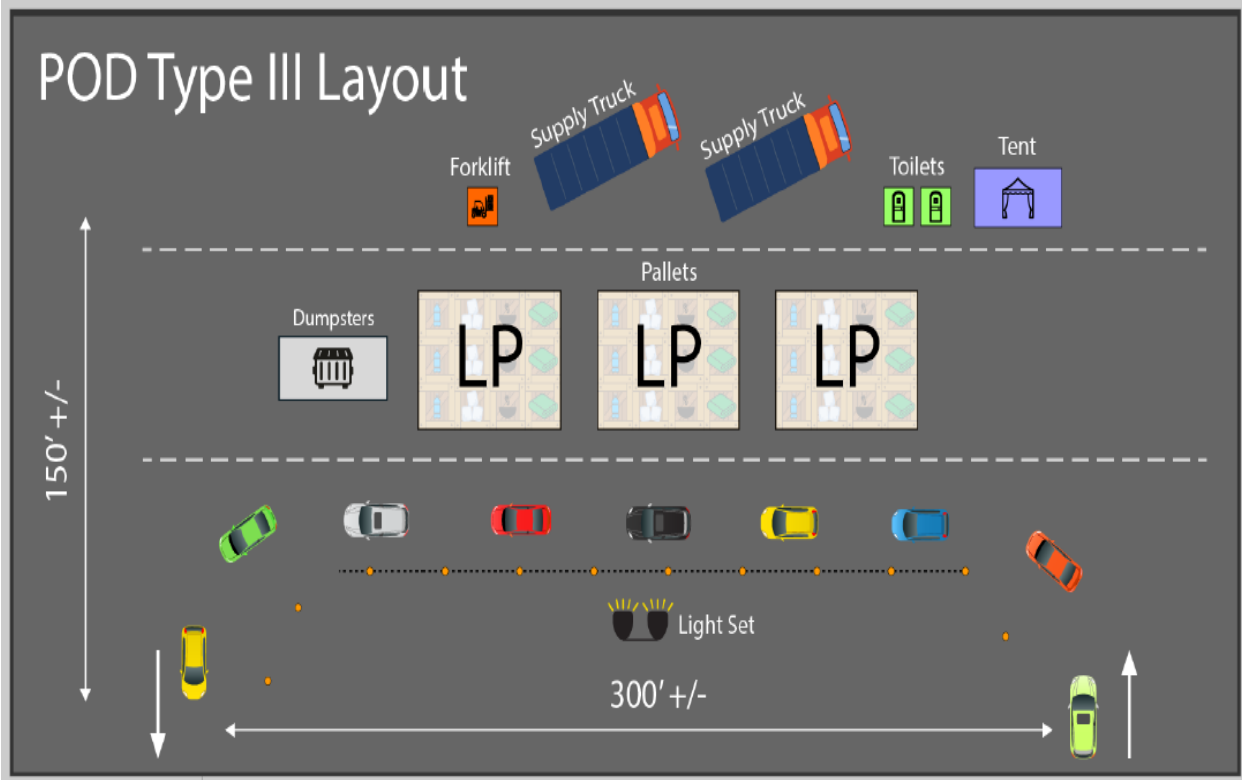
Type 1 POD Layout

A Type 1 point of distribution layout can accommodate twelve loading points, amongst four vehicle travel lanes. This type of POD should be capable of serving 20,000 recipients per day (12 hours). Staffing could reach up to 78 during the daytime operations and 10 during nighttime restocking operations.



Type 2 POD Layout

A Type 2 point of distribution layout can accommodate six loading points, amongst two vehicle travel lanes. This type of POD should be capable of serving 10,000 recipients per day (12 hours). Staffing could reach up to 34 during the daytime operations and 6 during nighttime restocking operations.



Type 3 POD Layout

A Type 3 point of distribution layout can accommodate three loading points, amongst one vehicle travel lane. This type of POD should be capable of serving 5,000 recipients per day (12 hours). Staffing could reach up to 19 during the daytime operations and 4 during nighttime restocking operations.

Proposed POD Site Locations

1. Loganville High school [POD Type 1, 2, or 3]
 - 100 Trident Trail, Loganville
 - Walton BOE
2. Monroe Area High School [POD Type 2 or 3]
 - 1241 Double Springs Rd, Monroe
 - Walton BOE
3. Walnut Grove High School [POD Type 1, 2, or 3]
 - 4863 Guthrie Cemetery Road, Loganville
 - Walton BOE
4. Social Circle High School [POD Type 1, 2, or 3]
 - 154 Alcova Dr, Social Circle
 - Social Circle BOE
5. Criswell Park [Type 1, 2, or 3]
 - 1190 Criswell Road, Monroe
 - Walton BOC Parks & Rec
6. First Baptist Church of Loganville [Type 1, 2, or 3]
 - 680 Tom Brewer Rd, Loganville
 - First Baptist of Loganville
7. Center Hill Baptist Church [Type 1, 2, or 3]
 - 6372 Ga Hwy 20, Loganville
 - Center Hill Baptist Church
8. Corinth Christian Church [Type 1, 2, or 3]
 - 1635 Hwy 81, Loganville
 - Corinth Christian Church
9. Youth Middle School [Type 2 or 3]
 - 1804 Hwy 81, Loganville
 - Walton BOE
10. Harmony Elementary School [Type 2 or 3]
 - 934 Harmony Church Rd, Monroe
 - Walton BOE
11. Sharon Elementary School [Type 2 or 3]
 - 2700 White Rd, Loganville
 - Walton BOE

Appendix B

[Supporting Documents to be listed below]

Water Delivery Tracking Chart

Date	Time	Contract#	Vendor	Driver	Driver Px#	Trailer#	Quantity

MRE Delivery Tracking Chart

Date	Time	Contract#	Vendor	Driver	Driver Px#	Trailer#	Quantity

Tarp Delivery Tracking Chart

Date	Time	Contract#	Vendor	Driver	Driver Px#	Trailer#	Quantity

CPOD Event Log
POD Location:
POD Manager:

Date	Time	Major Events	Reported By:

POD KIT

Each POD should have a POD Kit on site to support the initial setup. Below is one POD Kit for a Type III POD. A Type II POD would need two kits and a Type I POD would need four kits.

Quantity	Description
1	96 gallon trash can, wheeled (can be used for storage of the kit)
1	Full box of trash bags for 96 gallon can
16	Pairs of leather work gloves
4	Rolls of duct tape
19	Battery-powered flashlights
36	Batteries for flashlights
1	First Aid kit
12	36" reflective cones
16	Hard hats
30	Orange or red glow sticks (for night time restocking)
8	Medium back support belts
8	Large back support belts
1	5 lb. fire extinguisher
1	Light set
1	Rest tent (preferably one tent for each loading area)
1	Port-a-john
1	Dumpster (could be soft-sided haul-off service dumpster)

POD Site Setup Checklist
POD Location:
POD Manager:

		YES	NO	Remarks
1	Team members arrived			
2	Site hazard assessment complete			
3	Establish communications with EMA			
4	Inspect POD Kit			
5	Determine the location of the Supply, Loading, and Vehicle lines			
6	Establish the port-a-john location			
7	Establish the dumpster location			
8	Establish the break area			
9	Set up traffic cones around lines			
10	Ensure supply trucks can enter/exit			
11	Assign staffing positions			
12	Distribute PPE (gloves, vests, etc)			
13	Conduct safety briefing			
14	Determine signage location			
15	Receive port-a-john(s)			
16	Receive dumpster			
17	Receive pallet jack			
18	Receive first supply			
19	Notify POD Coordinator or EMA that the POD is ready for opening			
20	Put up signage			
21	Open POD			
22	Notify EMA that POD is open and brief on any challenges			

Other Remarks: _____

Date/Time Complete: _____

POD Manager Initials: _____

POD Setup Checklist (Page 2)

Additional operational and setup considerations:

1. Always keep safety first (even at the expense of the operation)
2. Maintain adequate manpower (consider backups for each position)
3. Proper equipment is paramount for safety (forklift, pallet jack, etc)
4. Monitor traffic flow for needed layout changes
5. Establish mandatory security for safety of workers and recipients
6. Traffic control for ingress/egress (Law enforcement)
7. Signs properly identify location as “Point of Distribution (POD)”
8. Provide a notebook for managing deliveries and receipts
9. Ensure communications are working between team managers
10. Train an assistant for night operations
11. Ask for technical help through EOC

Appendix C

(Memorandums of Understanding for POD Locations)

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on _____ by and between:
[Date]

Walton County Emergency Management Agency (EMA)

303 S. Hammond Drive

Monroe, Ga 30655

And

Partner Organization Name: _____

Address: _____

This MOU outlines the terms and conditions under which Walton County EMA and the above listed partner organization will collaborate to establish and operate an Emergency Point of Distribution (POD) location in response to emergency situations.

1. Purpose:

1.1 The purpose of this MOU is to establish a cooperative relationship between Walton County EMA and the partner organization to facilitate the efficient distribution of emergency supplies to the affected population during emergency events.

2. Scope:

2.1 This MOU specifically pertains to the establishment and operation of an Emergency POD location, as well as the coordination of resources and efforts to ensure effective response and recovery.

3. Roles and Responsibilities:

3.1 **Walton County EMA** agrees to:

- Provide personnel, equipment, and supplies for the establishment and operation of the Emergency POD.
- Coordinate with relevant authorities and agencies for the procurement of emergency supplies.
- Conduct training sessions for staff and volunteers involved in the POD operation.

3.2 **Partner Organization** agrees to:

- Provide support in terms of personnel to provide access and location insight for the successful operation of the Emergency POD.
- Collaborate with Walton County EMA to establish effective communication channels with local authorities, community leaders, and volunteers.
- Assist in the identification and assessment of the most effective potential POD logistics on site.

4. **Communication and Coordination:**

- 4.1 Both parties agree to maintain open communication to ensure a coordinated and effective response during emergency situations.
- 4.2 Emergency contact information for key personnel from each organization will be shared and updated periodically.

5. **Resource Sharing:**

5.1 Walton County EMA and the partner organization agree to share resources and information relevant to the establishment and operation of the Emergency POD.

6. **Duration:**

6.1 This MOU shall become effective on the date of signing and remain effective for a period of three years or until such time as the partner organization ceases to exist. Either party may terminate this agreement with written notice to the other party.

7. **Amendments:**

7.1 Any amendments to this MOU must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date of signature.

Walton County Emergency Management Agency

[Partner Organization Name]

[Authorized Signature]

[Authorized Signature]

[Printed Name and Title]

[Printed Name and Title]

[Date]

[Date]

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2024 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 6, 2023, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81-3, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2024 budget to make changes to the Fiscal Year 2024 budget as presented in the attached summary schedule.

Adopted this 4th day of June 2024

Chairman, David G. Thompson

Attest:

County Clerk, Rhonda R. Hawk

AMENDMENT SUMMARY
June 2024 Agenda

1. **Risk Management 1555:** FY 2024 Proposed amendment to increase budgeted revenues (38.3000 Reimbursement- damaged property) by \$160,662. This relates to the insurance claim and then reimbursement for damage to Station 7. The amendment would result in an increase in the fund balance.
2. **Sheriff Impact Fees 3300.75:** FY 2024 Proposed amendment to increase budgeted expenditures (54.1300 Buildings) by \$21,000. This relates to the project length budget approved at the May BOC meeting for construction of a protective wall at the Shooting Range. The amendment would result in a decrease in the fund balance.
3. **Tax Assessor 1552:** FY 2024 Proposed amendment to increase budgeted expenditures (52.3200 Communications) by \$8,700. This relates to an increase in anticipated mailing costs necessary after the Tax Commissioner’s purchase of new software. The amendment would result in a decrease in overall fund balance.
4. **SPLOST III 1565.13 Facilities:** FY 2024 Proposed amendment to increase budgeted expenditures (54.1300 Buildings, 54.1200 Site Improvement, 57.9001 Contingency) by \$120,619. This relates to construction costs for the development of the Grubbs Property. A project length budget is being presented that will coincide with this amendment. The amendment would result in a decrease in overall fund balance.
5. **SPLOST III 6220.13 Parks and Recreation:** FY 2024 Proposed amendment to increase budgeted expenditures (54.2500 Capital Equipment) by \$60,056. This relates to the purchase of Security Cameras for Felker Park and would be the same equipment that we are using Countywide. The amendment would result in a decrease in overall fund balance.
6. **SPLOST III 1565.13 Facilities:** FY 2024 Proposed amendment to increase budgeted expenditures (54.1300 Building, 54.1200 Site Improvements, 57.9001 Contingency) by \$178,920.00 for the construction of the new Livestock Barn. The amendment would result in a decrease in the fund balance.
7. **SPLOST IV 4220.19 Public Works:** FY 2024 Proposed amendment to increase budget expenditures (52.3850) by \$247,500 for 2024 SPLOST IV Resurfacing Projects. Costs include deep patching, resurfacing, building shoulders, seed & straw and traffic signs and/or striping. The amendment relates to the proposed project length budget and would result in an overall decrease in fund balance.
8. **SPLOST IV 4220.19 Public Works:** FY 2024 Proposed amendment to increase budget expenditures (52.3850) by \$38,556. This relates to Additional LMIG Funding Received of \$1,681,602 that does not require a 30% (SPLOST) match. The estimated project cost is \$1,720,158 leaving an overage of \$38,556. We are requesting that the overage be paid for with SPLOST IV funding. The related Project Length Budget is being presented. This would result in a decrease in overall fund balance.

GRUBBS PROPERTY PROJECT BUDGET

DATE: May 15, 2024
PROJECT: Grubbs Property
FUNDING: 1565.13

Description	Unit Meas.	Unit Price	Unit Cost	Totals
New Construction				
Bathrooms	200 sf.	\$70.00		\$14,000
Out Buildings and Site Lighting	1,200 sf.	\$20.00		\$24,000
Total New Construction Cost: (TNC)				\$38,000
Site Development/Improvements Costs				
Utilities				\$3,000
Site work by Public Works				\$23,000
Demolition of old houses				\$15,000
Total Site Dev. Costs: (TSD)				\$41,000
Total New Construction / Total Site Dev. Costs:				\$79,000
Professional/Technical Cost				
Professional Design Fee	%	(TNC)		
Survey				\$21,875
Soil Borings				
Phase 1 Environmental & Hazard Screen Testing				\$4,000
Filling in Well				\$4,000
Total Professional/Technical Cost				\$35,875
Subtotal				\$114,875
Project Contingency				
	5%			\$5,744
TOTAL PROJECT BUDGET				\$120,619

**FELKER PARK
SURVEILLANCE SYSTEM
PROJECT BUDGET**

DATE: April 18, 2024
 PROJECT: Felker Park Surveillance System
 FUNDING: 6220.13

Description	Unit Meas.	Unit Price	Unit Cost	Totals
New Camera System	lot			\$57,196
Total New Construction Cost: (TNC)				\$57,196
Site Development/Improvements Costs				
Utility				\$0
Site work				\$0
Total Site Dev. Costs: (TSD)				\$0
Total New Construction / Total Site Dev. Costs:				\$57,196
Professional/Technical Cost				
Professional Design Fee		(TNC)		\$0
Survey & Soil				
Soil Borings				
Phase 1 Environmental & Hazard Screen				
Testing				
Contingency				
Total Professional/Technical Cost				\$0
Subtotal				\$0
Project Contingency				
		5%		\$2,860
TOTAL PROJECT BUDGET				\$60,056

LIVESTOCK BARN PROJECT BUDGET

DATE: May 15, 2024
PROJECT: Livestock Barn
FUNDING: 1565.13

Description	Unit Meas.	Unit Price	Unit Cost	Totals
New Construction Metal Building	5,400 sf.	\$31.00		\$167,400
Total New Construction Cost: (TNC)				\$167,400
Site Development/Improvements Costs				
Utility and site work				\$3,000
Total Site Dev. Costs: (TSD)				\$3,000
Total New Construction / Total Site Dev. Costs:				\$170,400
Professional/Technical Cost				
Professional Design Fee	0%	(TNC)		\$0
Survey & Soil Soil Borings Phase 1 Environmental & Hazard Screen Testing				\$0
Contingency				\$0
Total Professional/Technical Cost				\$0
Subtotal				\$170,400
Project Contingency	5%			\$8,520
TOTAL PROJECT BUDGET				\$178,920

WALTON COUNTY PUBLIC WORKS RESURFACING PROJECT LENGTH BUDGET

DATE: 5/22/2024
PROJECT: 2024 SPLOST RESURFACING PROJECTS

2024 SPLOST resurfacing projects to include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping.

Description	Unit Measure	Totals
New Horizon Drive	1.20 miles	\$180,000
Adams Way	0.45 miles	\$ 67,500

Total Cost of Projects: \$247,500

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 \$247,500

WALTON COUNTY PUBLIC WORKS RESURFACING PROJECT LENGTH BUDGET

DATE: 5/22/2024

PROJECT: 2024 ADDITIONAL LMIG & SPLOST RESURFACING PROJECTS

2024 Additional LMIG Grant resurfacing projects to include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping. The additional LMIG does not require a 30% match. Total funding is in the amount of \$1,681,602.23. The totals below are estimates only and are subject to change. Any totals over the amount are requested to be paid for by SPLOST funding.

Description	Unit Measure	Totals
Butterfly Lane	0.30 miles	\$ 36,000
By Pass Road	0.40 miles	\$ 60,000
Kraddle Kreek Drive	0.70 miles	\$105,000
Miller Bottom Road	2.80 miles	\$420,000
Nikki Lane	0.25 miles	\$ 37,500
Sunset Court	0.40 miles	\$ 46,000
Pleasant Valley Rd- 2' Shoulder Widening	68,640'	\$628,740
Youth-Monroe Rd- 2' Shoulder Widening	42,240'	\$386,918

Total Cost of Projects: **\$1,720,158**

Modifications

Total Modification Cost: _____

Renovations

Total Renovations Costs: _____

Site Development/Improvements Costs

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

Total Site Dev. Costs: _____

Project Contingency

Total Project Contingency Costs: _____

TOTAL PROJECT BUDGET **\$1,720,158**

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2024 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 6, 2023, and

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

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, to give the Chairman the authority to amend the Fiscal Year 2024 budgets as part of the fiscal year closing process, as actual figures for revenues and expenditures become available.

Adopted this 4th day of June, 2024

Chairman, David G. Thompson

Attest:

County Clerk Rhonda R. Hawk

RESOLUTION _____

WHEREAS, the Walton County Board of Commissioners Budget Committee has prepared and submitted to the Governing Authority budgets for the year beginning July 1, 2024 and ending June 30, 2025 for the General Fund, the Special Revenue Funds, Capital Projects and the Debt Service Fund; and

WHEREAS, the Board of Commissioners of Walton County has held meetings which were duly advertised and open to the public to discuss the proposed budgets; and

WHEREAS, the Board of Commissioners of Walton County advertised and held a Public Hearing on the proposed budgets on May 21, 2024; and

WHEREAS, the Board of Commissioners of Walton County has studied and revised the proposed budgets; it is considered in the best interest of Walton County to adopt these budgets.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, that the budget attached hereto and made a part of hereof for the year beginning July 1, 2024 and ending June 30, 2025, is approved.

ADOPTED THIS 4th DAY OF JUNE, 2024:

David G. Thompson, Chairman

ATTEST:

Rhonda R. Hawk, County Clerk