



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, May 06, 2025 at 6:00 PM

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

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

AGENDA

1. PRESENTATIONS

- 1.1. Retirement Recognition - Bobby Galicia and Grail Hall, Sheriff's Office
- 1.2. Cody Eberhart - Paramedic of the Year, Kevin Rickman - Advanced EMT of the Year

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. DISCUSSION

- 4.1. County Manager's Report/Update

5. PLANNING & DEVELOPMENT

- 5.1. CU25-0095 - Conditional Use for outside storage - Applicant: John B. Crouch/Owner: EDK Realty Holdings, LLC - Property located at 2424 Lance Ct./Map/Parcel C0070005F00 - District 2

Planning Commission recommended approval as submitted.

- 5.2. Z25-0082 - Rezone 4.30 acres from A2 to OI for a residential care facility - Applicant: Anna White/Owners: Timothy & Anna White - Property located at 1370 Snows Mill Rd. & Hwy. 83/Map/Parcel C1650003A00 - District 6

Planning Commission recommended approval as submitted.

- 5.3. Z25-0108 - Rezone 4.85 acres from A1 to R1 to create 4 buildable lots - Applicant: Alicia Zinner/Owners: Nathan & Alicia Zinner - Property located at 1730 Lee Peters Rd./Map/Parcel C0610082 - District 1

Planning Commission recommended approval as submitted.

- 5.4.** Z25-0109 - Rezone 2.58 acres from R1 to A for beekeeping & selling bees & honey -
Applicant: Billy Farmer/Owner: Janis Farmer - Property located at 4878 Jersey Walnut
Grove Rd. & Old Hwy. 81/Map/Parcel C0540267 - District 3

Planning Commission recommended approval as submitted.

- 5.5.** Z25-0110 - Rezone 81.00 acres from A1 to R1OSC for a residential subdivision -
Applicant: Carter Engineering Consultants Inc/Owner: Grady Thompson Enterprises, LLLP
- Property located on Nicholsville Rd./Map/Parcel C0850083 - District 5

Planning Commission recommendations - 1) Prior to approval of the final plat, the developer shall at his own expense address and resolve any issues of fence encroachments with adjoining property owners; 2) A statement shall be placed on the Final Plat and each individual purchase agreement to notify future homeowners of adjacent residential/agricultural properties that could exhibit noises and smells that are typical of a rural/agricultural area. as per the Georgia Realtors Disclosure Statement as follows: It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards; 3) A decorative fence with a blend of trees and shrubs in front of the fence shall be installed along the right of way. Provided the trees on the westerly frontage are not removed, only a fence will be required in that area and no additional trees; 4) Install an entrance sign for the neighborhood.

- 5.6.** OA25-0126 - Amendment to Ordinance - Stormwater Management

Planning Commission recommended approval.

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 April 1, 2025 Meeting Minutes, April 10th and April 15th Work Session Minutes
- 6.2.** Contracts & Budgeted Purchases of \$25,000 or Greater

[6.3.](#) Declaration of Surplus

[6.4.](#) Corpcare Assignment Agreement with CuraLinc, LLC

[6.5.](#) Change Proposals - Walnut Grove Park (For the Record) - #13 Lighting Permit Revisions and #38 Alternate Batting Cage Design

[6.6.](#) Purchase and Sale Agreement - DAB Properties, LLC - ROW at Sardis Church Road and H. D. Atha Road

[6.7.](#) IGA - City of Loganville - Use of West Walton Park

7. FINANCE

[7.1.](#) Request to amend FY25 Budget - 25 Additional Detention Officers - Sheriff's Office

[7.2.](#) Request to amend FY25 Budget - Vehicles - Sheriff's Office

8. RESOLUTIONS

[8.1.](#) Adoption of FY26 Budget

9. HUMAN RESOURCES

[9.1.](#) 2025 Benefits Renewal - MSI Benefits

10. ACCEPTANCE OF BIDS/PROPOSALS

[10.1.](#) Maintenance - Walton County Public Safety Complex

11. CONTRACTS

[11.1.](#) GDOT - Contract Agreement and Resolution, Water Facilities - Hwy. 138 and Hwy. 81 Roundabout

12. APPOINTMENTS

[12.1.](#) Northeast Georgia Region 10 EMS Advisory Council

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

14. ANNOUNCEMENTS

15. EXECUTIVE SESSION

16. ADJOURNMENT

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

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

For more information, please contact Rhonda Hawk.



Planning and Development Department Case Information

Case Number: CU25-0095

Meeting Dates: Planning Commission 04-03-2025

Board of Commissioners 05-06-2025

Applicant:

John B Crouch
880 Royal Park Drive
Monroe, Georgia 30656

Owner:

EDK Realty Holdings LLC
2424 Lance Court

Loganville, Georgia 30052

Current Zoning: B2

Request: Conditional use for outside storage.

Address: 2424 Lance Court, Loganville, Georgia 30052

Map Number/Site Area: C0070005F00

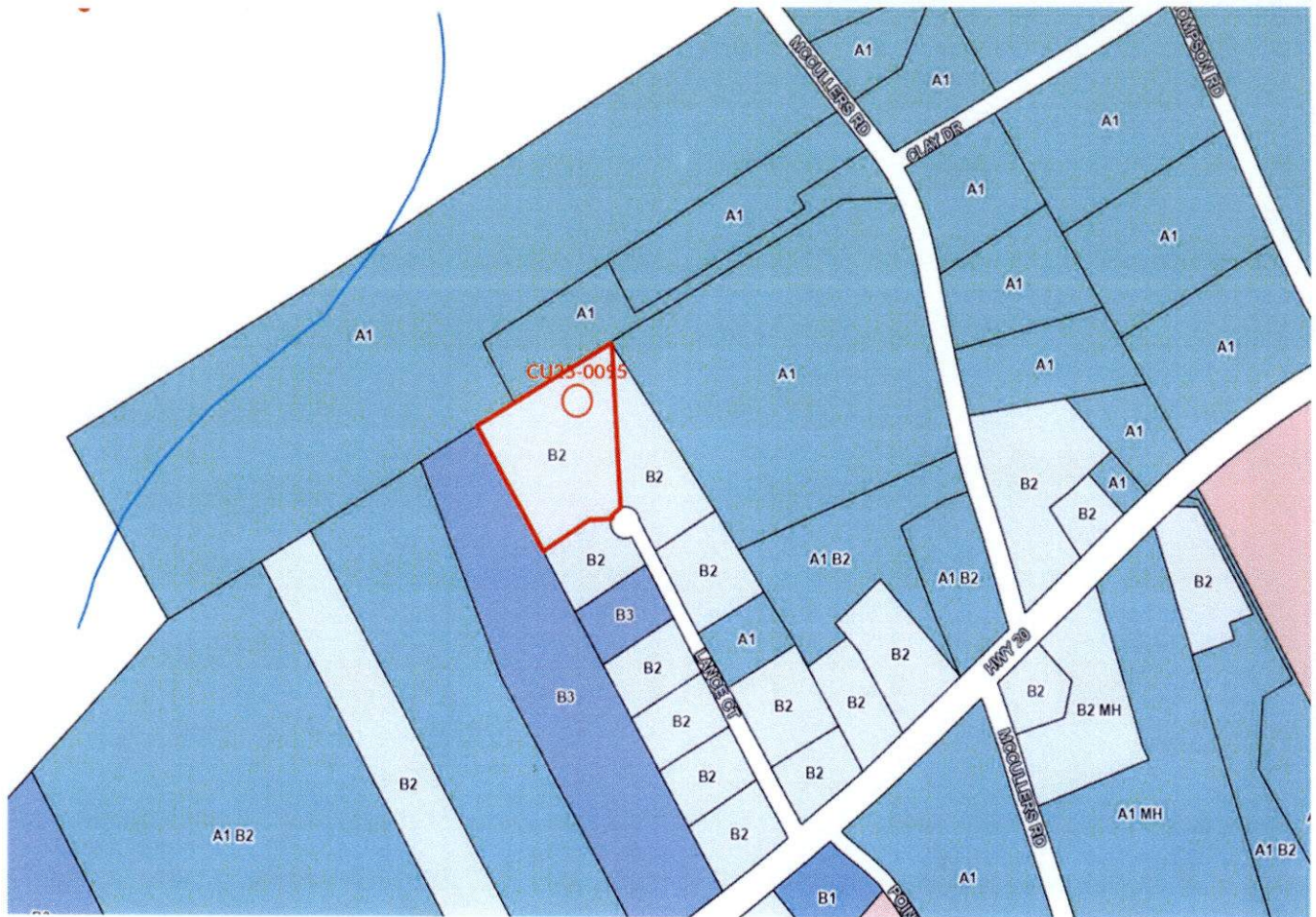
Character Area: Neighborhood Residential

District 2 Commissioner-Pete Myers Planning Commission—Chris Alexander

Existing Site Conditions: Property consists of 5.00 acres.



The surrounding properties are zoned A1, B2 and B3.



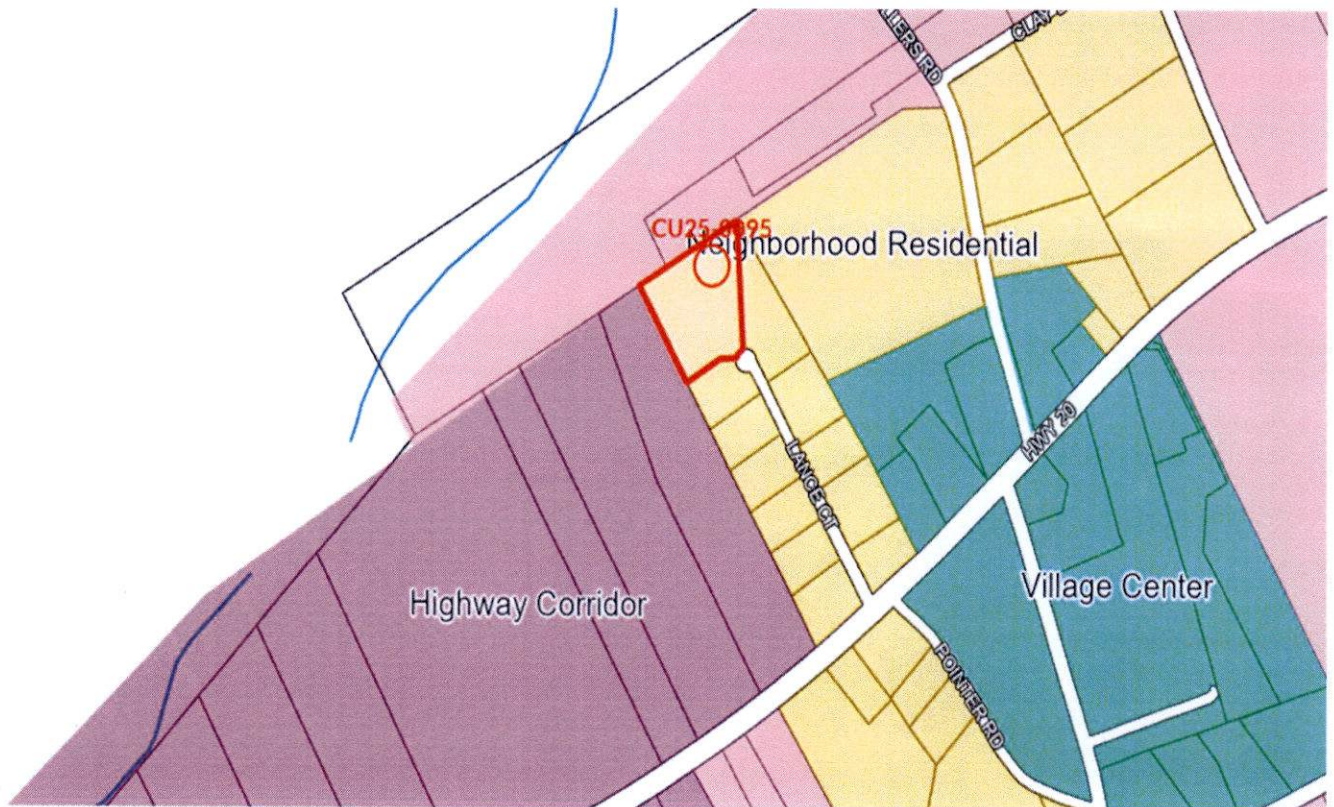
Subdivisions surrounding property:



The property is in the Big Haynes Watershed.



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



History: No History

Staff Comments/Concerns: Outdoor storage will require an 8' screening fence.

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: No issues.

Water Authority: This area is served by an existing 8" diameter water main along Lance Court. (static pressure: 50 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). No system impacts anticipated.

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Existing building shall be in compliance.

Fire Department Review: Fire suppression may be impacted due to location and amount of storage.

Board of Education: No impact for the Walton County School System.

GDOT: Will require coordination with Georgia DOT. Minor improvements to the intersection of SR20 and Lance Ct may be needed. This intersection also falls inside PI 0016386 which is constructing a roundabout at the intersection of SR20 and McCullers Rd.

PC ACTION 4/3/2025:

CU25-0095-Conditional Use for outside storage-Applicant: John B Crouch/Owner: EDK Realty Holdings LLC located on 2424 Lance Ct/Map/Parcel C0070005F00-District 2.

Presentation: Brad Crouch who lives at 5040 Northside Drive in Atlanta represented the case. As far as the business he is doing it is similar to the business that was there before. He is doing something in a similar manner and would like to request outside storage. He has a landscape business and will be storing material and rocks in different bays and maybe some equipment outside. He is not changing the zoning and no configuration of the property.

Josh Ferguson said he saw in the letter that he operates an Environmental Service Business and will be using the warehouse for storage. Mr. Crouch stated that they do have a Stormwater Management Business. They do swales, clean out catch basins, water run-off, underground and detention pond repair.

Chris Alexander asked if they stored any debris on the property and Mr. Crouch said no and if there was then they would use a roll-off container and take it to the land fill to be disposed of but no long-term storage.

Speaking: No one

Recommendation: Chris Alexander made a motion to recommend approval as submitted with no conditions and was seconded by Josh Ferguson. The Motion carried unanimously.

Conditional Use Application # CU25-0095

Item 5.1.

Planning Comm. Meeting Date 4-3-2025 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 5-6-2025 at 6:00PM held at **WC Historical Court House**
You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0070005F00

Applicant Name/Address/Phone #

John B. Crouch

880 Royal Park D

Monroe Ga 30656

E-mail: brndc@stormsystemserves.com

Phone # 404-219-6833

Property Owner Name/Address/Phone

EDK Realty Holdings LLC

2424 Lance Court

Loganville GA. 30052

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

Phone # 678-725-3000

Location 2424 Lance Ct Present Zoning B2 Acreage 5.00±

Existing Use of Property: None

Existing Structures: 8900 sqft building

Property is serviced by:

Public Water: ☒ Provider: _____ Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: ☒

The purpose of this conditional use is: Outside Storage

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 2/4/25

\$ 350.00

Fee Paid

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning B2 Surrounding Zoning: North A1 South B2
 East A1 West B3

Comprehensive Land Use Neighborhood Residential

Commission District: 2-Pete Myers Watershed: Big Haynes

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: Bruce Crouch

Address: 880 Royal Park Dr

Telephone: 404-219-6833

Location of Property: 2424 Laurie Ct
Logansville Ga

Map/Parcel Number: _____

Current Zoning: B-2 Requested Zoning: B-3

Edward Kistler
Property Owner Signature

Property Owner Signature

Print Name: EDWARD KISTLER

Print Name: _____

Address: 503 Stonecreek Pond

Address: _____

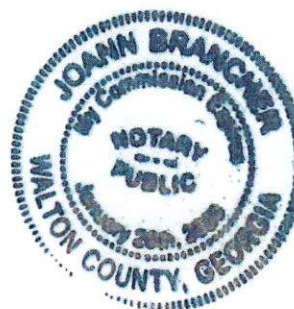
Phone #: 678-725-3000

Phone #: _____

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

[Signature]
Notary Public

2/5/25
Date



Standard Review Questions:

Provide a written, documented, detailed analysis of the impact of the proposed zoning map amendment or conditional use with respect to each of the standards and factors specified in Section 160 listed below:

Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. *Property does not have storage close to adjacent properties and current site is used for outside storage only.*
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. *Correct*
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use. *Correct*
4. Public facilities and utilities are capable of adequately serving the proposed use. *Correct*
5. The proposed use will not adversely affect the level of property values or general character of the area. *Correct*

Letter of Intent

2/21/2025

2424 Lance Ct

Walton County Zoning Variance

As the potential operator of the property at 2424 Lance ct our business plans to use the property in the same manner as it has been used in the past. We will operate an Environmental services business using the warehouse for storage and the offices to conduct the administrative operations of the business and the outside storage area to park equipment and store supplies and materials used in the business operations.

Brad Crouch

A handwritten signature in black ink, appearing to read 'Brad Crouch', with a stylized, flowing script.

N.T.S.

NOT FOR FINAL RECORDING.
THIS LOT IS SUBJECT TO APPROVAL FROM THE WALTON
COUNTY HEALTH DEPARTMENT FOR SEPTIC SYSTEM.

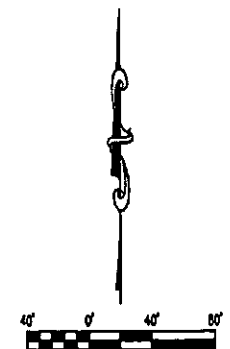
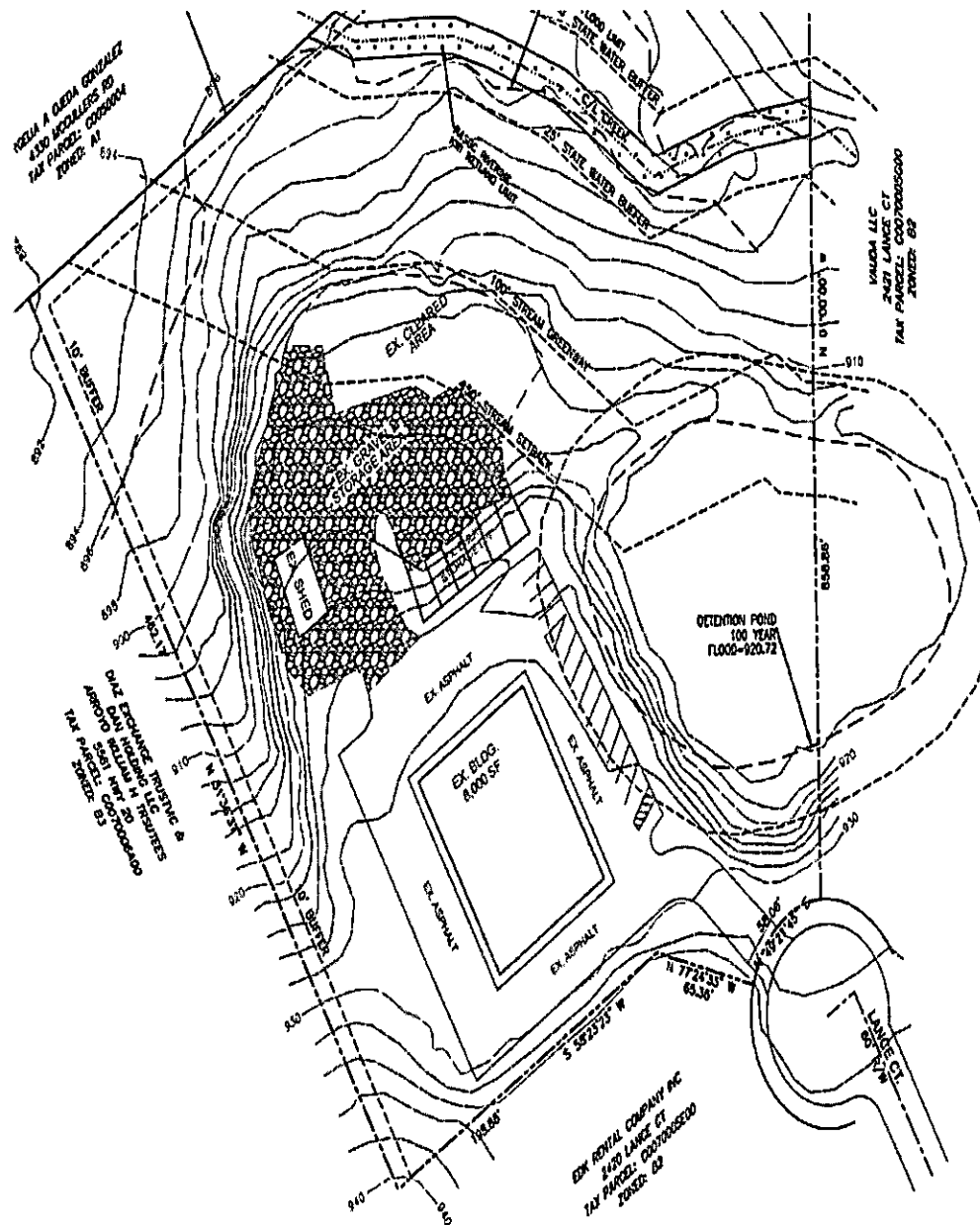
VARIANCE REQUEST: REQUESTING A CONDITIONAL
VARIANCE FOR OUTSIDE STORAGE

TOTAL SITE AREA = 5.003 ± ACRES

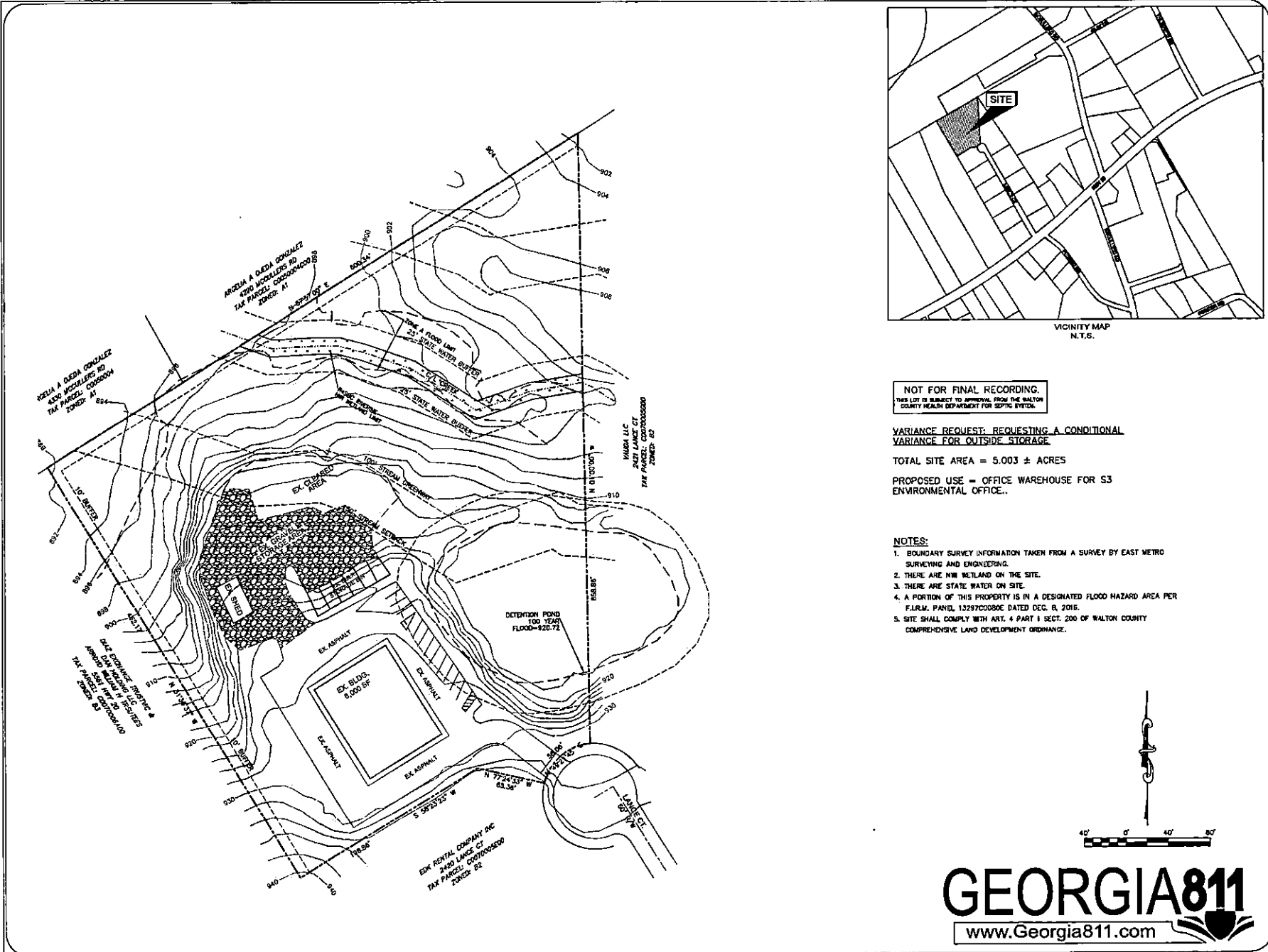
PROPOSED USE - OFFICE WAREHOUSE FOR S3
ENVIRONMENTAL OFFICE..

NOTES:

1. BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY EAST METRO SURVEYING AND ENGINEERING.
2. THERE ARE NO WETLAND ON THE SITE.
3. THERE ARE STATE WATER ON SITE.
4. A PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER FLJRM. PANEL 1329700808E DATED DEC. 8, 2016.
5. SITE SHALL COMPLY WITH ART. 4 PART 1 SECT. 200 OF HUALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE.



GEORGIA811
www.Georgia811.com 



A.C.E.
ALCONY CONSULTING ENGINEERING
AND ASSOCIATES, LLC.
P.O. BOX 10000, P.E.
488 Edwards Rd.
Orlando, Georgia 30054
Phone: 770-456-4002
Space@acel.com

2025
This drawing and any permitted reproductions, in whole or part, are the sole property of Alcony Consulting Engineering and Associates, LLC and shall not be reproduced or conveyed in any way without the written permission of Alcony Consulting Engineering and Associates, LLC.

GEORGIA
S3
WALTON COUNTY

SITE PLAN

**S3 ENVIRONMENTAL
STORM SYSTEM
SERVICES**

PARCEL: C0070005F00
LAND LOT: 245
DISTRICT: 4th
2424 LANCE CT
WALTON COUNTY, GA

DATE: 2/13/2025
SCALE: 1"=40'

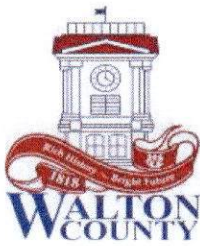
OWNER
EDK REALTY HOLDINGS LLC
2424 LANCE CT
LOGANVILLE, GA 30052
BOB KISTLER
PHONE: 678-725-3200

24 HOUR - EMERGENCY CONTACT
BRAD CROUCH
PHONE: 404-215-6933
brad@stormsystemservices.com

REVISIONS

NO.	DATE	DESCRIPTION

JOB No. # 25-410
C-1



Planning and Development Department Case Information

Case Number: Z25-0082

Meeting Dates: Planning Commission 04-03-2025

Board of Commissioners 05-06-2025

Applicant:

Anna White
1370 Snows Mill Road
Monroe, Georgia 30655

Owners:

Timothy & Anna White
1370 Snows Mill Road
Monroe, Georgia 30655

Current Zoning: The current zoning is A2.

Request: Rezone 4.30 from A2 to OI for a Residential Care Facility.

Address: 1370 Snows Mill Road & Hwy 83, Monroe, Georgia 30655

Map Number/Site Area: C1650003A00

Character Area: Employment Center

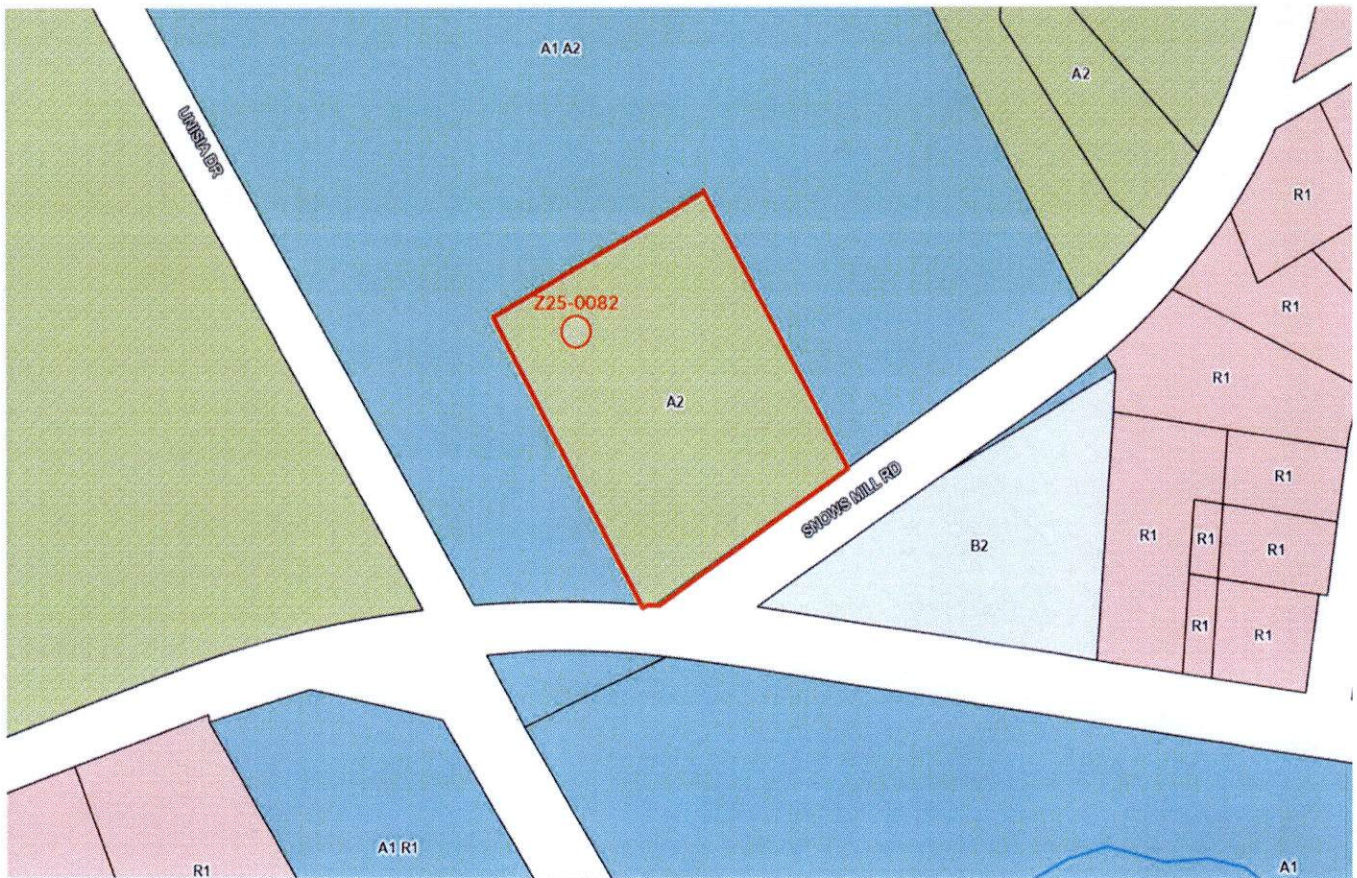
District 6 Commissioner-Kirklyn Dixon

Planning Commission-Timothy Kemp

Existing Site Conditions: Property consists of a house and a guest house.



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



Subdivisions surrounding property:



The property is not in a Watershed.

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: This project will result in an increase in public safety calls. Personal Care Homes in general in the county require a large amount of services. We should strongly consider increased regulations.

Water Authority: This property is located within the city of Monroe Service Area.

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire hydrant shall be located within 500 ft. Facility shall meet life safety code requirements for a residential care facility.

Fire Department Review: EMS and fire response may be elevated due to number of occupants in the facility.

Board of Education: No impact for the Walton County School System.

City of Monroe: No issues for the City of Monroe utilities.

GDOT: Will require coordination with Georgia DOT. Coordination may be needed due to PI 0000411 which is currently constructing a bypass around the City of Monroe.

PC ACTION 4/3/2025:

1. Z25-0082-Rezone 4.30 acres from A2 to OI for a residential care facility-Applicant: Anna White/Owners: Timothy & Anna White located on 1370 Snows Mill Rd & Hwy 83/Map/Parcel C1650003A00-District 6.

Presentation: Anna White and Ashley Ramsey represented the case. They have a girls home in Snellville, Georgia since 2020 that houses 6 girls, but they were just approved for 2 more and they are running out of space there. Their plans is to have a residential care facility for girls that have been in abuse, sex trafficking, physical and sexual abuse. They provide therapy, group therapy and one on one therapy. Ms. Anna White said she has a master's in social work and has a family counseling degree. Her daughter, Ashley Ramsey, oversees the home in Snellville and they would like to upgrade the home on Snows Mill Road like the one in Snellville. They also plan to put farm animals on the property and use them for farm therapy, maybe some chickens and goats. They have had requests to open up more homes like this from the State and they work with DFCS Caseworkers. They just had a Caseworker call, and they have 7 girls in the office and 5 in a hotel room waiting on a place to go.

Ashley Ramsey said that she is proud to say that they have some that finish high school, go to college and join the armed forces. They have some that do dual enrollment, and they are very proud of these girls because they come from traumatic situations. They had a girl that came, and she was on a 7th grade level and in 6 months'

time she is on track to graduate. This home will keep them off the streets. They offer resources on how to handle teenagers, budgets, and parenting classes. They will not have that many cars coming and going. They will be putting in a camera and there are 2 to 3 staff members on site at all times 24 hours a day. They haven't had to call the police because their staff has the resources to handle teenagers. The staff members help the girls with their schoolwork. The girls enjoy going to church on Wednesdays and Sundays and 2 girls have been baptized. This type of placement will differ unwed mothers, diseases. Ms. Anna White said she has adopted girls, and they are in the military and in college. She has had letters of recommendation that she has sent in for the Board to read.

Tim Hinton said this is sort of like a personal care home and they are licensed by the State and inspected by the State. Mr. Hinton said he was not sure about the zoning OI and animals and asked Tracie Malcom with Walton County Planning & Development, if this was allowed and she stated that she checked on this and the animals would be allowed in OI.

Timothy Kemp asked about how many animals and Ms. White said maybe 10 to 15 chickens and their girls would like to sell the eggs and this will be basically give the girls revenue for themselves and engage them with the community. This will also be good therapy for the girls. They would like to start out with 10 chickens and maybe some bees but no more than 15 chickens. There will be no horses or cows.

Timothy Kemp asked was the schooling done on site and Ms. Ramsey stated that they do school on site through Georgia Cyber Academy, and they do use Walton County Schools for tutoring. They do school on site due to safety issues.

Timothy Kemp asked about the maximum number of girls, and he was told 6 but would be the maximum. If they have a 12-year-old then they have girls 12 to 14 years old and if they have a 14 year old then they go have girls 14 to 18 years old. They also take into consideration whether there is a sibling group.

Timothy Kemp asked how long the girls will stay and he was told the longest is a year but the minimum is 60 days. The maximum that they have had a girl stay is 1 to 2 years until they find a foster home or a placement.

They were asked about security and Ms. Ramsey said that they would utilize the police, but their staff is trained on how to handle teenagers and no child has been physical to any staff member. They have 2 to 3 staff members on site for safety. It also gives the girls one on one experience with an adult, and they can talk about their emotions, grief etc. Whereas if they are just placed somewhere that they don't know anyone then there is really nobody they can talk to one on one.

Speaking: No one

Recommendation: Timothy Kemp said there is a need for a facility of this nature and he made a motion to recommend approval as submitted and was seconded by Wesley Sisk. The Motion carried unanimously.

BRIAN P. KEMP
GOVERNOR



CANDICE L. BROCE
DIRECTOR

February 25, 2025,

To All Caring Hands, LLC,

I am taking time out to thank the staff and director of All Caring Hands, LLC Group Home for their work with my client C.M. C.M. has always been a difficult client to place and maintain placement. However, once she arrived at All Caring Hands her behaviors decreased and the staff presented themselves ready, willing, and able to address all moods and emotions exhibited by my client C.M. I would like to say a big thank you to Mrs. Ashley Ramsey for always communicating with me and keeping me informed about C.M. and resolving conflict with C.M. without causing a crisis. Thank you all for taking C.M. and the girls out to do activities and especially connecting her to a church. I feel that her attending church was also an impactful part of her stay at All Caring Hands.

So again, thank you to the All Caring Hands Staff and thank you again to Mrs. Ramsey. You all have worked wonders with C.M. and you, your staff, and group home will be highly referred by me to my other colleagues.

Have a great day and thank you all for all you do for these young ladies.



Corey Freeman
Social Services Specialist 1
GEORGIA DIVISION OF FAMILY & CHILDREN SERVICES
100 County Loop Road | Cedartown, GA 30125
C: 470-543-4283 | F: 770-749-2262
corey.freeman@dhs.ga.gov
dfcs.ga.gov



March 13, 2025

To Whom It May Concern,

This letter serves as a strong letter of recommendation for All Caring Hands (ACH). Rising Phoenix Health and Wellness Center (RPHWEC) has been privileged to partner with ACH in providing comprehensive mental health services to adolescents who have entered the custody of the Department of Family and Children Services (DFCS) due to early childhood trauma.

RPHWEC specializes in addressing the unique and complex needs of these young women, who often require intensive therapeutic support to navigate the lasting impact of their traumatic experiences. ACH, currently a group home provider in Snellville, GA, has consistently demonstrated an exceptional ability to create a safe, nurturing, and stable environment for these vulnerable individuals. Their commitment to fostering a sense of security and belonging has been instrumental in laying a solid foundation for these young women to develop the skills and resilience necessary to become productive and successful citizens.

ACH is now seeking to expand their impactful services by opening a second group home in Walton County, where they can continue their vital work of supporting the enhancement of young ladies who have been displaced due to unfortunate life challenges. We at RPHWEC wholeheartedly support this expansion and believe it will be a tremendous asset to the Walton County community.

During our collaborative partnership, RPHWEC and ACH have worked closely to ensure the young women receive holistic and integrated care. We have jointly focused on developing and implementing individualized strategies to enhance their coping skills, promote sustained emotional regulation, and support their academic advancement. This collaborative approach has proven highly effective in addressing the multifaceted needs of these adolescents.

Specifically, ACH has consistently excelled in providing:

- **A Secure and Supportive Living Environment:** Their group home maintains a consistent, positive, and structured living environment, which is crucial for the stability and well-being of the residents.

1543 Lilburn Stone Mountain Rd. Suite 100 Stone Mountain, GA 30087

470-236-0294

info@risingphoenixempowerment.org



- **Individualized Care and Guidance:** The staff at ACH demonstrate a genuine commitment to understanding and addressing the unique needs of each resident, providing personalized support and guidance.
- **Effective Communication and Collaborative Practices:** ACH maintains open and consistent communication with RPHWEC, ensuring seamless coordination of care and support.
- **Empowerment and Advocacy:** They are strong advocates for the young women, empowering them to take ownership of their lives and pursue their personal and academic goals.

Throughout our partnership, I have personally witnessed the remarkable progress of the young women under the care of ACH. Notably, several residents have successfully achieved significant milestones, including:

- Successful high school graduation.
- Admission to and continued enrollment in college.
- Securing and maintaining stable employment.
- Consistent academic success for those still attending school.

These achievements are a testament to the dedication, compassion, and effectiveness of ACH in providing exceptional care and support.

We at Rising Phoenix Health and Wellness Center strongly recommend All Caring Hands and believe their expansion into Walton County will significantly benefit the community. Their unwavering commitment to the well-being and success of the young women they serve is truly commendable and we look forward to continuing our partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Samira Smith".

Samira Smith, LCSW

Executive Director/Founder

Rising Phoenix Health and Wellness Empowerment Center, LLC.

1543 Lilburn Stone Mountain Rd. Suite 100 Stone Mountain, GA 30087
470-236-0294

info@risingphoenixempowerment.org

Rezone Application # 225-0082
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 4-3-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 5-6-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1650003A00

Applicant Name/Address/Phone #

ANNA WHITE

1370 SNOWSMILL RD

MONROE, GA 30655

E-mail address: ANNA.WE@ALLHANDS.ORG

Phone # 678-480-9258

Location: 1370 Snows Mill Rd. Hwy 83

Property Owner Name/Address/Phone

TIM AND ANNA WHITE

1370 SNOWSMILL RD

MONROE, GA 30655

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

Phone # 470-983-3005

Requested Zoning OF Acreage 4.3

Existing Use of Property: RESIDENTIAL LIVING

Existing Structures: HOME, CARE TAKER HOUSE, BARN

The purpose of this rezone is CHILD CARE FOR ABUSED AND NEGLECTED CHILDREN AGES 12-18

Property is serviced by the following:

Public Water: X Provider: City of Monroe Water Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: X

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

Signature Anna White

Date 2/13/2025

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 A1/A2 South B2/A1
East A1/A2 West A1/A2

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

Commission District: 6-Kirklyn Dixon 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;

A1, B1

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

Properties in the area will maintain or increase their value based on the home's residential maintenance, landscaping, and blending of the home in the neighborhood.

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

Our organization promotes healthy living, safety, morals & values. The children pose no risk to the neighborhood. They are normal children with 24 hour care abandoned or taken by the courts.

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

+ Enhanced agriculture through Beekeeping, & farm therapy on the property. We are also an available and needed organization locally available to assist and develop young girls into morally sound, educated & workforce developed citizens.

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

This property is suitable for O.I. zoning because there is currently a daycare across the street. The property has over 4 acres of land which provides a private setting out of the view of neighbors.

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

This property is occupied by owners and guests.

Letter of Intent for Rezoning from A1 to OI

February 13, 2025

To Whom It May Concern,

I have attached the requested rezoning documentation and an explanation about our program, which we would like to bring to our property at 1370 Snows Mill Road, Monroe, GA 30655. We currently have an established program running out of space in Gwinnett County. We are looking to open more beds for young adolescent girls between the ages of 12-18 years old who have been exploited or abused. I want to continue giving our girls who have been sex trafficked the opportunity to feel safe, loved, and valued as we have done in Gwinnett with a trauma-focused care environment. We would like to have another place that provides educational, therapeutic, and career development services. The property is currently zoned for Agricultural (A1) use, but I wish to use it for Office Industrial (OI) to have a 24-hour care home for 6-10 girls. The state of Georgia has over 10,000 children living in congregate care, which includes hotel living.

Individual foster homes are at their capacity; Hotels are housing up to 70 children at a time. With the urgent need for appropriate child-caring facilities, we have decided to transform one of our homes into another refuge for children. My mission of the program has remained the same: to provide resources via residential accommodations, mental health counseling, intervention, and career development to impact our girls' lives positively. Allowing them to beat the odds of death, teen pregnancy, sexually transmitted diseases, becoming abusers, drug problems, or going into incarceration due to committing crimes. It's easy for people in the system to cycle these abused girls through and not give them the tools in life that can help empower and improve their lives. We plan to continue supporting our girls so they can see that anything is possible with God! We have our girls involved in the community and provide them with great resources so they can see there are adults they can trust who won't abuse or abandon them. We are passionate about giving back to the community and aim to continue making a difference in our girls' lives. Also, we would like to inform you that parking, multiple visitors, or noise won't be an issue. We have not had any ordinance, property upkeep, or traffic issues in Gwinnett County since establishing our program in 2020. The property will maintain safety and no additional traffic than what is currently within the neighborhood. We will have 2-3 staff members onsite 24 hours a day to provide childcare and therapy, prepare meals, and assist with daily activities. We will have one van and 2-3 personal vehicles on the property. Our program will not provide drug or alcohol rehabilitation services, so we will not take any children in need of detoxes or children with issues related to addiction. The program will meet all state, environmental, and county requirements. This variance is necessary as the property is ideal for OI use and will contribute positively to the residents and community. The properties in the area will maintain/increase their value based on the landscaping and maintenance of our home.

Along with the wildlife, the environment will be enhanced based on our *Fields of Healing Program*, which includes gardening and beekeeping. Please feel free to contact me if you have any further questions or need any information. We look forward to partnering with the community to continue to make a successful impact on the lives of our adolescent girls.

Our staff:

Director- Anna White -Licensed Masters In Social Work, Certified Family and Children's Counselor
Human Services Provider Darnell Johnson Master of Education with Honors, Bachelor of Business Administration

Ashley Ramsey-White-Planning and Development-Administrator Masters in Public Administration, Bachelors of Sociology

Dr. Victoria Timmermans- Health Care Provider-Educational Resources-MD, Family Medicine

Asya Hendricks- Bachelor of Science, Trauma Registered Nurse

For more information, look us up at AllCaringHands.org

Thank you for your time and consideration.



Anna White- Director of ACH

Mobile: 678-480-9258

Office: 770-576-5048



ALL CARING HANDS
1370 SNOWS MILL RD
MONROE, GA 30655

CATTER DESIGN GROUP
COMMERCIAL SPACE PLANNING, INTERIOR DESIGN,
AND CONSTRUCTION DRAWINGS



1000 Peachtree Industrial Blvd | Suite 6-296 Suwanee, GA 30024

www.catterdesigngroup.com

1980

WALKER FOOTINGS

SCALE $1/4"=1'-0"$

ENCLOSURE (2)

PROJECT 251050

DATE: 02-07-2008

WEEK 1

ID-1

91

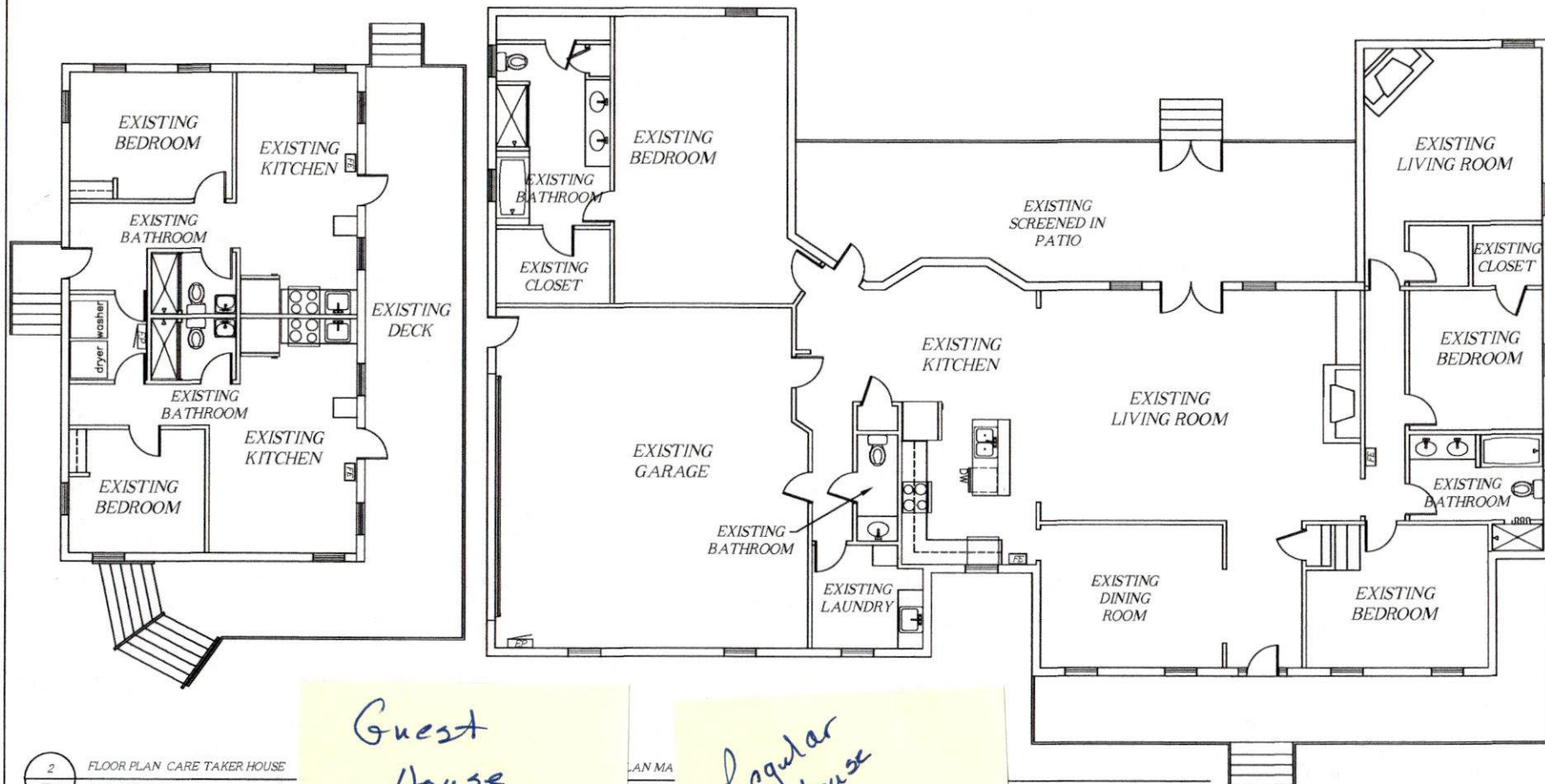
PROJECT DESCRIPTION AND SCOPE

The purpose of this project is to obtain a certificate of occupancy for an existing occupancy. There will be no new construction. All information on floor plans is existing to remain.

SYMBOLS LEGEND



EXISTING PARTITION TO REMAIN
ELECTRICAL PANEL
FIRE EXTINGUISHER



Guest
House

Regular House

$$= 1' - 0''$$



A uniquely designed program that intertwines the empowerment and wellness of young women into a dynamic strategy that focuses on their successful reintegration into the community and workforce.



**OUR FOUNDER'S
STORY**



SERVICES



DONATE



GET INVOLVED



**LEARN
MORE**

OBJECTIVE

- Break the cycle of Life Impacting Behavior
- Produce awareness of positive options and maintain an improved way of life.
- Prevent teen pregnancy, sexually transmitted diseases, and homelessness.
- Stop domestic sexual exploitation of minors.
- Empowering at-risk adolescent girls through training and apprenticeship programs.



"The most difficult thing is the decision to act, the rest is merely tenacity." (Amelia Earhart)



Our facility's sole purpose is to establish confidence, growth, sound judgment, and positive productivity in adolescent youth. We provide a home-like environment that provides stability and supervision for teenage girls at risk or victims of abuse, abandonment, and exploitation.

Our main goal is to help young women take personal responsibility for their lives and establish healthy independence. Our therapy, community service projects, career development services, and life skills training are all prevention measures, along with helping girls take charge of their life and long-term goals.

LOCATION

All Caring Hands is a residential facility in a rural area of Snellville, Georgia. Our facility gives a stable home environment to youth and keeps them connected to community-based services. We provide a home for young girls (ages 12– 17) coming out of domestic minor sex trafficking (DMST) and abusive environments.

Our distinct program is a peaceful, home setting on 2 acres of land for our adolescent girls. It includes experienced

Call us:
678-278-8411

Email us:
caringhandsllc20@gmail.com

Find us:
Snellville, GA

© 2023 by All Caring Hands, LLC

March 19, 2025

Case # Z25-0082

Dear Members of the Planning and Development Board,

I am honored to provide this character reference for Mrs. Anna White. As an educator with 21 years of experience and currently serving as an Assistant Principal for Gwinnett County Public Schools, I have had the privilege of working with individuals from diverse backgrounds, fostering growth, leadership, and community engagement. Through my professional and personal experiences, I have developed a keen ability to recognize individuals who demonstrate integrity, responsibility, and a genuine commitment to serving others. These are all qualities that Anna embodies wholeheartedly.

I first met Anna through a church small group that she and her husband led. Each week, they graciously welcomed over 20 individuals into their home, creating an environment of warmth, encouragement, and spiritual growth. Her ability to cultivate a supportive community speaks to her dedication to uplifting others.

Since knowing Anna, I have consistently witnessed her dedication to serving others with integrity, compassion, and responsibility. She has a heart for uplifting those around her and goes above and beyond to ensure that people feel valued and supported. These qualities are not only evident in her personal interactions but also in her work with All Caring Hands, which has been operating successfully in Gwinnett County for the past three years. The recent approval for expansion into Snellville further demonstrates the organization's commitment to excellence and its positive impact on the community.

I understand that the community is concerned about ensuring that those operating in the area do so responsibly and with consideration for the residents. Without hesitation, I can attest to Anna's trustworthiness and strong moral character. She approaches every endeavor with diligence and care, always striving to make a meaningful and constructive difference. Her leadership, both personally and professionally, reflects her dedication to community betterment, making her and All Caring Hands a valuable addition to the area.

I fully support Mrs. Anna White in this endeavor and have no doubt that she will manage the property with the same level of care and responsibility she has demonstrated in every aspect of her life. Please feel free to contact me if you require any further information.

Sincerely,



Stacy James

Assistant Principal

Jones Middle School

stacy.james@gcpsk12.org

678-745-2054

Linda Fiorelli

Atlanta, GA, 30328
(404)664-2903

March 26, 2025

Dear Members of the Planning and Development Board,
I am pleased to recommend my dear friend and former colleague for this request. I have known Anna and her family for nearly 20 years and have never been disappointed with her commitment and success, which she realizes when she is involved in a project. Fortunately, her children reflect the integrity, compassion, and heart with which Anna and her husband, Tim, raised them.
My relationship with Anna was through her District Loss Prevention Manager role at TJ Maxx. Anna always had an excellent grasp of the technical aspects of the role, but her real success was in developing her employees to be people who tried to help those in need, people who had had legal issues and needed help. One of my early memories of Anna (and quite frankly, when I realized what her commitment meant) was our conversation about her making an appointment with the then-Atlanta Mayor Shirley Franklin. Anna wanted to discuss a concept she had for a program that ultimately became a national program in many administrative regions in the company. This program, called the Youth Business Institute, involved recruiting students from several underserved high schools in Atlanta. They would spend time with local stores and their managers. They learned skills from applying for a job to dressing for success to being candidates for scholarships for further education. It culminated in a 'graduation exercise' that was a very proud moment for friends and relations invited to a company-sponsored luncheon with guest speakers. Anna might be humble about this program and accomplishment, but it further cemented her commitment to serve those less fortunate than herself.
Anna returned to college while fully employed and not only completed her bachelor's degree but also earned her master's degree. All while successfully executing a rather time-consuming and sometimes stressful retail career. Anna's heart knows no limits; I know it, and so does everyone who meets her. She has high standards but has no problem calling it as she sees it (she leads with a balance of her head and heart). She gives her all and shows others how that commitment is possible and rewarding.
I am always honored to support Anna, but never more than this time when she requests the ability to open a second facility to support and encourage abused and misguided girls. Lives are better for knowing Anna. I know mine is!

Sincerely and respectfully,

Linda Fiorelli

Linda A. Fiorelli
(retired) Senior Regional Vice President TJ Maxx



Northeast Georgia Health System

March 20, 2025

To Whom It May Concern,

I am honored to write this letter of recommendation for All Caring Hands, a home dedicated to supporting young girls who have survived sexual abuse. Under the leadership of Ashley Ramsey and Anna White, All Caring Hands has become a safe haven where these children receive not only shelter but also compassionate guidance, emotional support, and structured enrichment.

Ashley Ramsey has demonstrated remarkable initiative in pursuing opportunities that enhance the well-being and personal growth of the girls at All Caring Hands. Her dedication is evident in the extraordinary enrichment activities she has implemented, ensuring that these young women have access to programs that foster healing, self-confidence, and personal development. Beyond her role in creating these opportunities, Ashley is a hands-on leader who spends meaningful time with the children and provides strong direction for the staff. She ensures that the 24-hour supervision at All Caring Hands is carried out with a balance of firmness and structure, while always maintaining kindness and understanding. Her leadership fosters an environment where both staff and residents feel supported and empowered.

Anna White plays a critical role in the emotional well-being of the children. She is a source of stability and encouragement, providing unwavering emotional support and guidance. Her ability to lead with empathy makes her an exceptional role model, and her presence within the organization creates a nurturing atmosphere that allows these young girls to feel safe, valued, and heard.

As a physician, I have the privilege of working with All Caring Hands by providing educational sessions on health topics and personal maintenance. Through these interactions, I have witnessed firsthand the profound impact that Ashley and Anna have on the lives of these children. Their leadership ensures that All Caring Hands is not only a supportive and nurturing environment but also one filled with structure and purpose.

I wholeheartedly support and recommend Ashley Ramsey, Anna White, and All Caring Hands for any opportunity that would further their mission. Their commitment to these young girls is truly inspiring, and their work is a testament to the power of compassionate leadership.

Sincerely,

Victoria Timmermans, MD
Family Medicine Physician
victoria.timmermans@nghs.com

*The Faculty
of*
The University of Georgia

*Graduate School
hereby confers upon*

Anna Miriam Moore-White

the degree of
Master of Social Work

*together with all the rights, privileges and honors appertaining thereto in consideration
of the satisfactory completion of the course prescribed by the Faculty of this University.*

*In Testimony Whereof we have hereto affixed the seal of
the University and the signatures of the officers thereof.
Given at Athens, Georgia on this twelfth day of May, 2023.*

Sunny Rodue
Chancellor of the University System

Twana Liken
Registrar and Secretary of the Faculty



Joe W. Morehead
President of the University

John Walcott
Dean



*has met all the requirements of the State of Georgia and its
Composite Board of Professional Counselors, Social Workers, and
Marriage and Family Therapists
and is licensed as a
Master Social Worker*

Social Workers Standards Committee

Nathan R. Peltz, PhD, LMFT, RPT S
Board Chairperson

Board Chairperson



Brad Raffensperger
Secretary of State

Todd J. Zandronig
Interim Division Director



Planning and Development Department Case Information

Case Number: Z25-0108

Meeting Dates: Planning Commission 04-03-2025

Board of Commissioners 05-06-2025

Applicant:

Alicia Zinner
23908 NW 206th Avenue
High Springs, Florida 32643

Owners:

Nathan & Alicia Zinner
23908 NW 206th Avenue
High Springs, Florida 32643

Current Zoning: The current zoning is A1.

Request: Rezone 4.85 acres from A1 to R1 to create 4 buildable lots.

Address: 1730 Lee Peters Road, Loganville, Georgia 30052

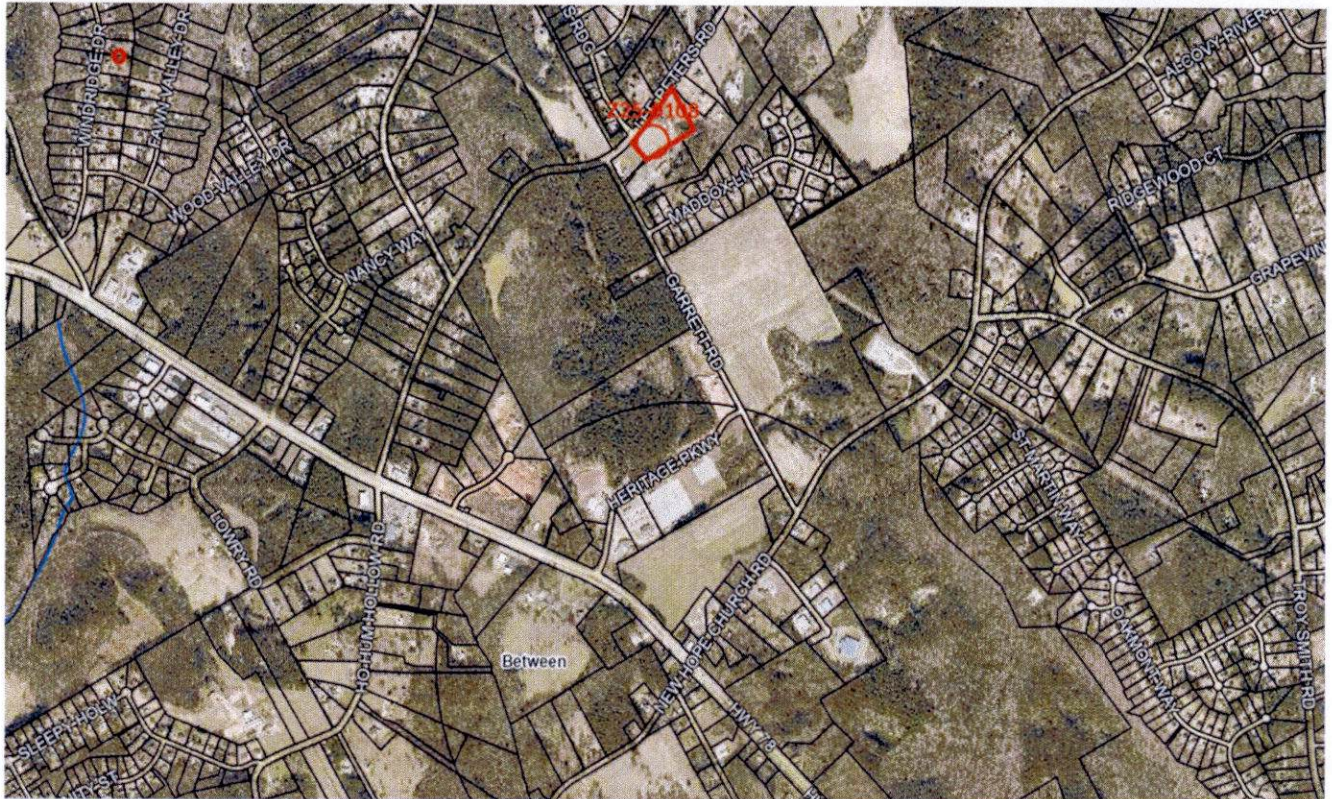
Map Number/Site Area: C0610082

Character Area: Suburban

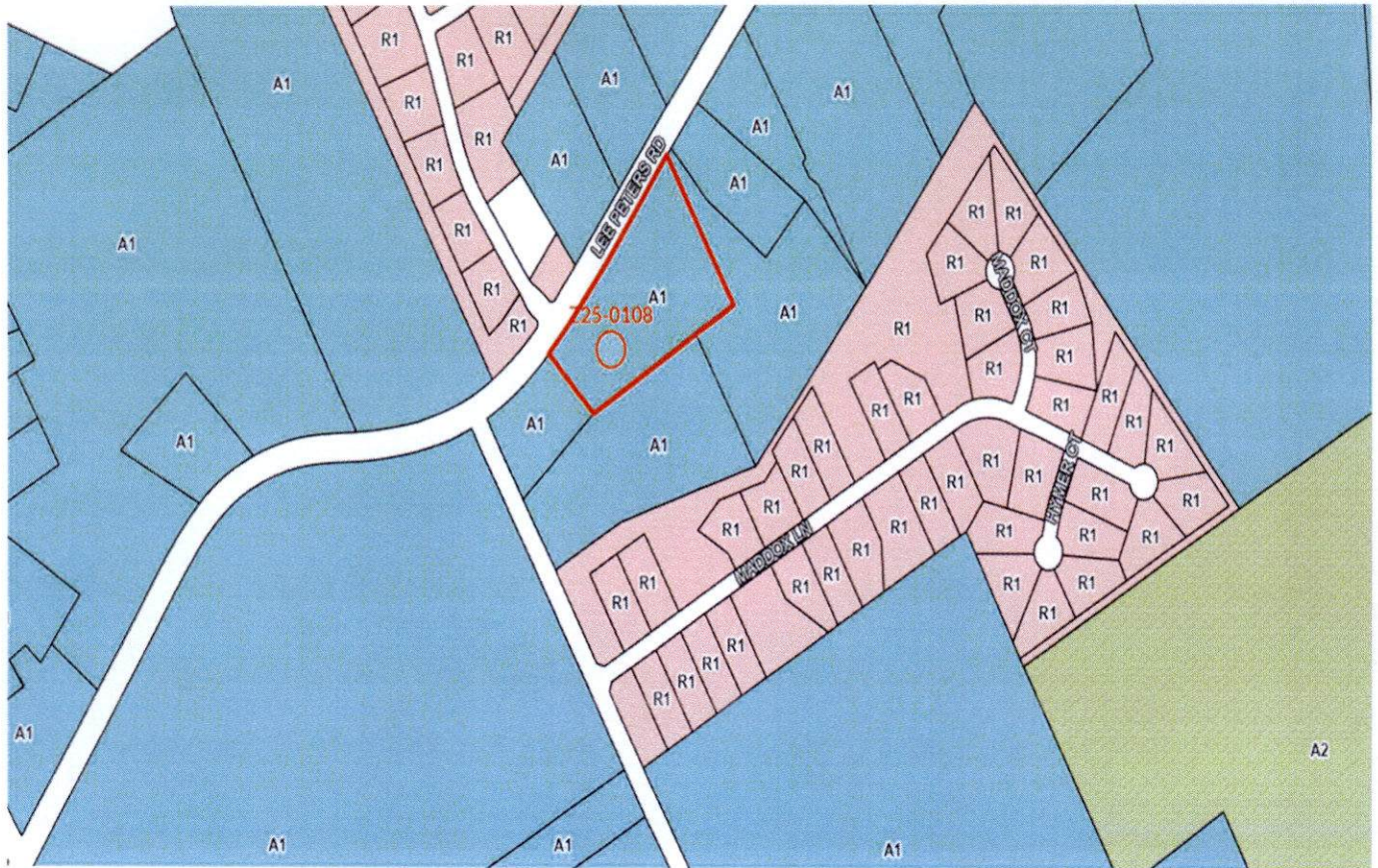
District 1 Commissioner-Bo Warren

Planning Commission-Josh Ferguson

Existing Site Conditions: Property consists of a house.



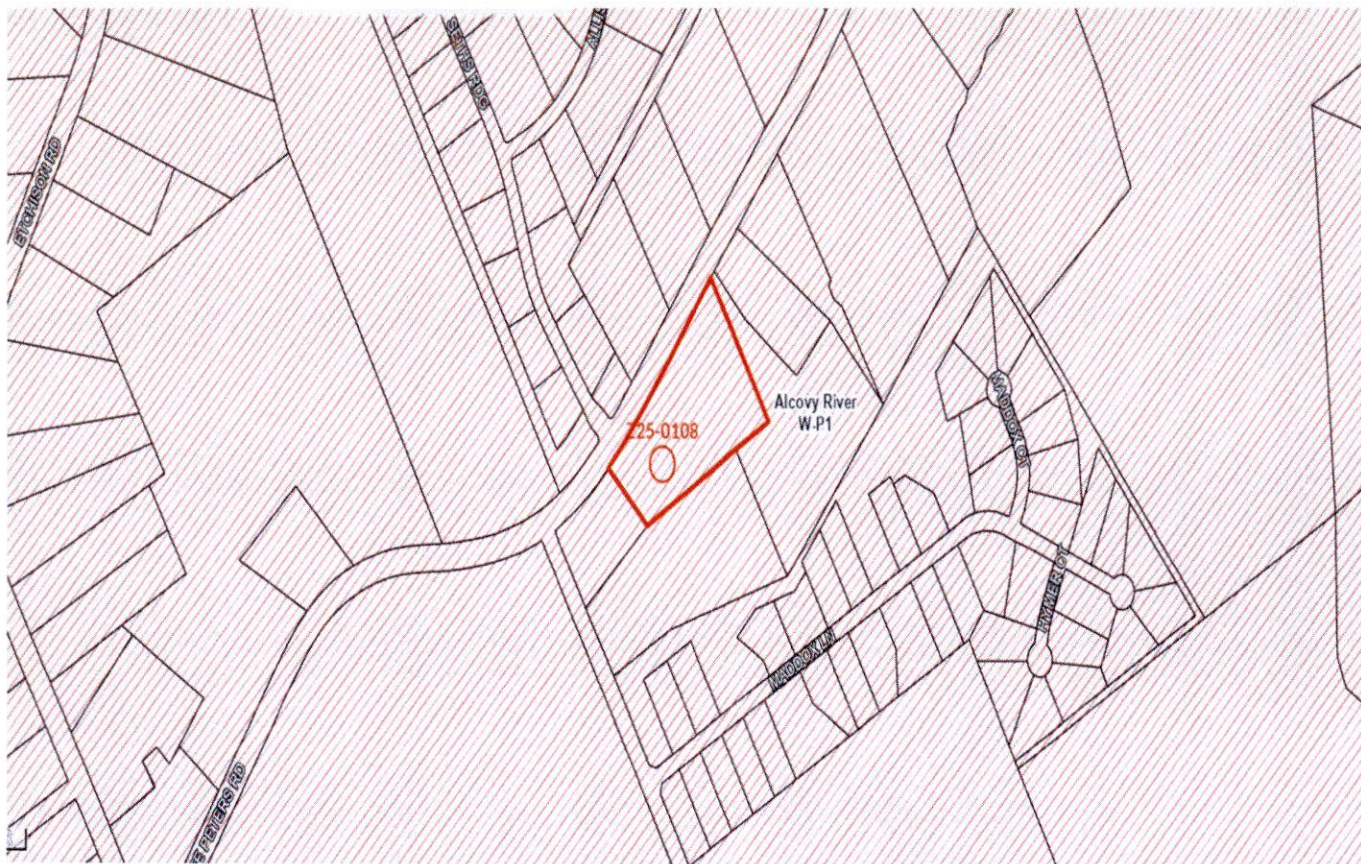
The surrounding properties are zoned A1 and R1.



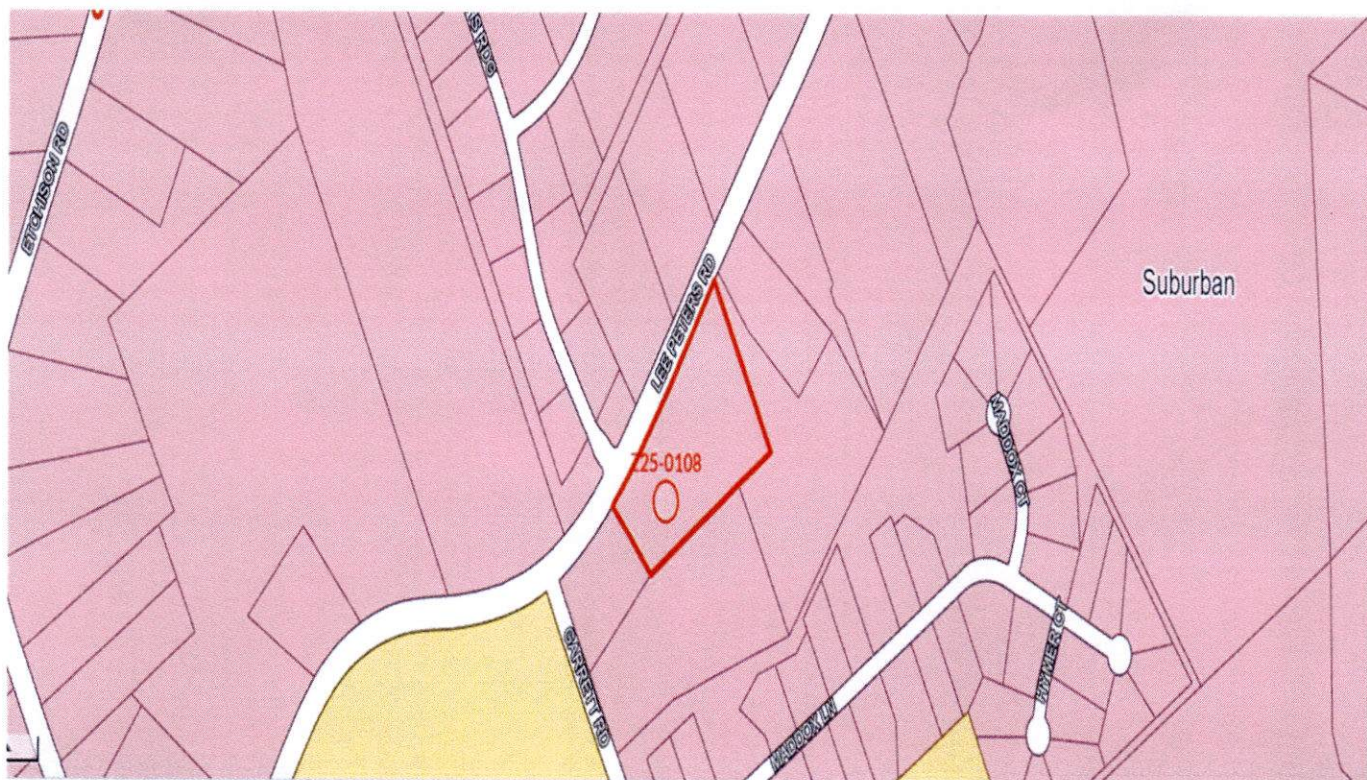
Subdivisions surrounding property:



The property is the Alcovy River Watershed Protection Area.



The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: No issues.

Water Authority: This area is served by an existing 8" diameter water main along Lee Peters Road. (static pressure: 65 psi, Estimated fire flow available: 1,600 gpm @ 20 psi). No system impacts anticipated.

Fire Marshal Review: No comments

Fire Department Review: EMS and fire response may be elevated due to additional housing.

Board of Education: This will require more bus drivers as well as more teachers in the school system.

GDOT: Will not require coordination with Georgia DOT.

PC ACTION 4/3/2025:

1. **Z25-0108-Rezone 4.85 acres from A1 to R1 to create 4 buildable lots-Applicant: Alicia Zinner/Owners: Nathan & Alicia Zinner located on 1730 Lee Peters Rd/Map/Parcel C0610082-District 1.**

Presentation: Ginny Vanoostrum with Algin Realty represented the case for the Applicants. The Applicants have moved to Florida. They have submitted an application for a R1 zoning and would like to split the property into 4 lots. The intent is to have 3 more lots on this property.

Speaking: No one

Recommendation: Josh Ferguson made a motion to recommend approval as submitted and was seconded by Timothy Kemp. The Motion carried unanimously.

RESIDENTIAL REZONE APPLICATION**LINK Rezone Application, Checklists and Forms**

Planning Commission: 4/9/2025
Board of Commissioners: 5/6/2025

MAP/PARCEL: C0610082

Applicant Name: Alicia Zinner

Applicant Address: 23908 NW 206th Ave, High Springs, FL 32643

Applicant Phone: 770-322-4466

Applicant Email: alicia.zinner@gmail.com

Property Owner Name: Nathan & Alicia Zinner

Property Owner Address: 1730 Lee Peters Road

Property Owner Phone: 770-322-4466

Property Owner Email: nzinner@gmail.com

(If more than one owner, upload exhibit "A")

Location: 1730 Lee Peters Rd

Requested Zoning: R1

Acreage: 4.85

Existing use of property:

A1

Existing Structures:

The Purpose of this rezone is :

Ability to provide more housing

Property is serviced by the following:

Public Water : Yes

Provider: Walton County

Well:

Public Sewer:

Provider:

Septic Tank:

Yes

CERTIFICATION

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

Applicant Name:

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,

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

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

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

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

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.

Disclosure of Campaign Contributions

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

Have you the applicant made \$250 Or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

☐ Yes ☒ No

If the answer is yes, you must file a disclosure report with the governing authority Of Walton County showing:

1. The name and official position Of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.

Applicant Name:

Check one: ☒ Owner ☐ Agent

February 27, 2025

Re: Letter of Intent
Rezoning Request
Property: 1730 Lee Peters Road, Loganville

To whom it may concern,

I am requesting rezoning parcel number C0610082, located at 1730 Lee Peters Road, Loganville, GA, from A1 to R1. The current lot is 4.85 with over 600 road frontage so there is enough land to support additional lots, as represented by the attached site plan.

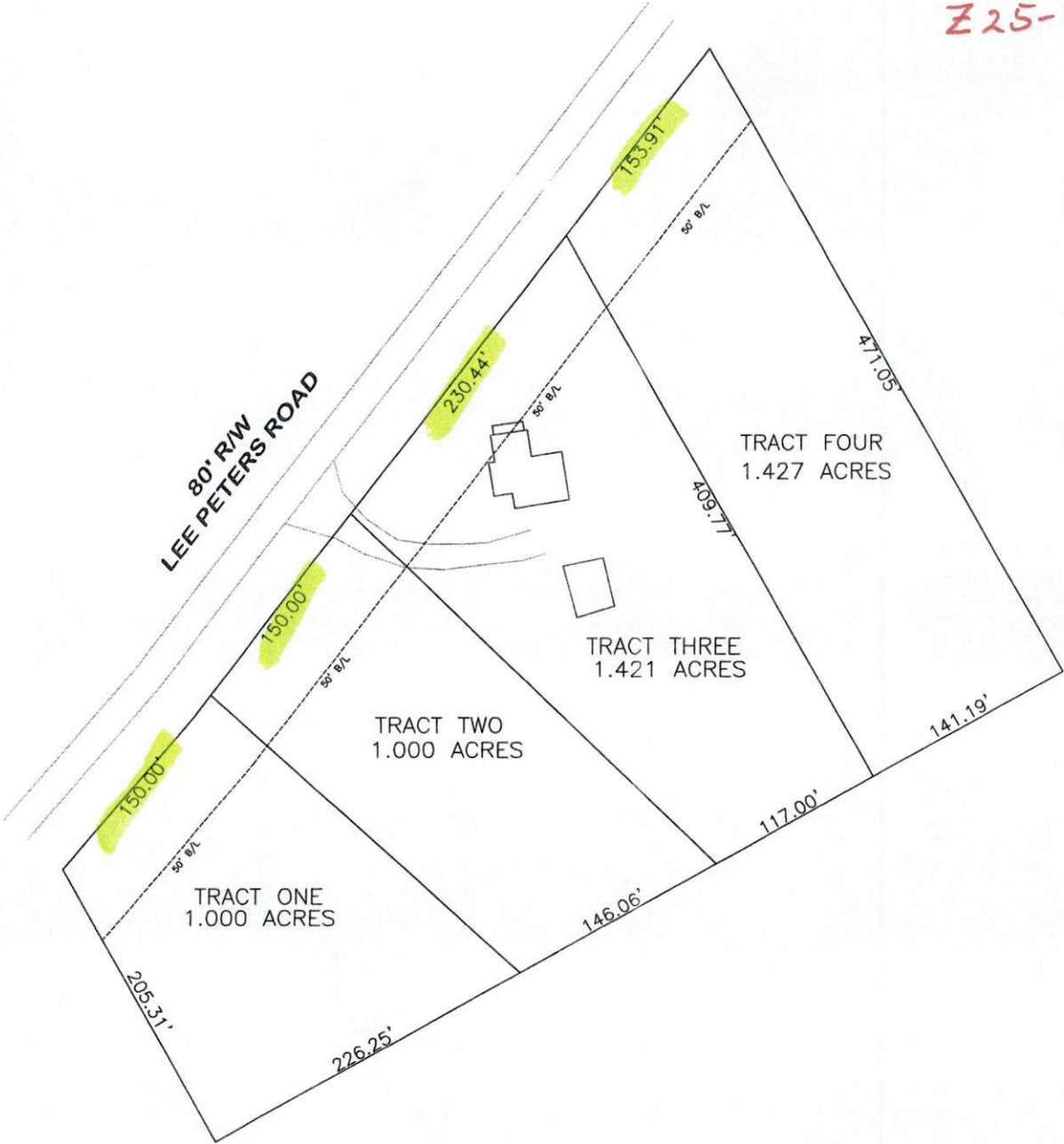
There are residential subdivisions to the east and west of this property, so R1 zoning for this lot correlates with the surrounding area. The 2022-2026 Walton County Comprehensive Plan shows this area as suburban, to which the proposed rezone relates.

I believe that rezoning this property for residential use is consistent with the Comprehensive Plan and will be of economic value to the county and the area.

Thank you for your consideration,

Alicia Zinner

Z25-0108





Planning and Development Department Case Information

Case Number: Z25-0109

Meeting Dates: Planning Commission 04-03-2025

Board of Commissioners 05-06-2025

Applicant:

Billy Farmer
4878 Jersey Walnut Grove Road
Covington, Georgia 30014

Owners:

Janis H Farmer
4878 Jersey Walnut Grove Road
Covington, Georgia 30014

Current Zoning: The current zoning is R1.

Request: Rezone 2.58 from R1 to A for beekeeping to produce and sell bees and honey.

Address: 4878 Jersey Walnut Grove Road & Old Hwy 81, Covington, Georgia 30014

Map Number/Site Area: C0540267

Character Area: Suburban

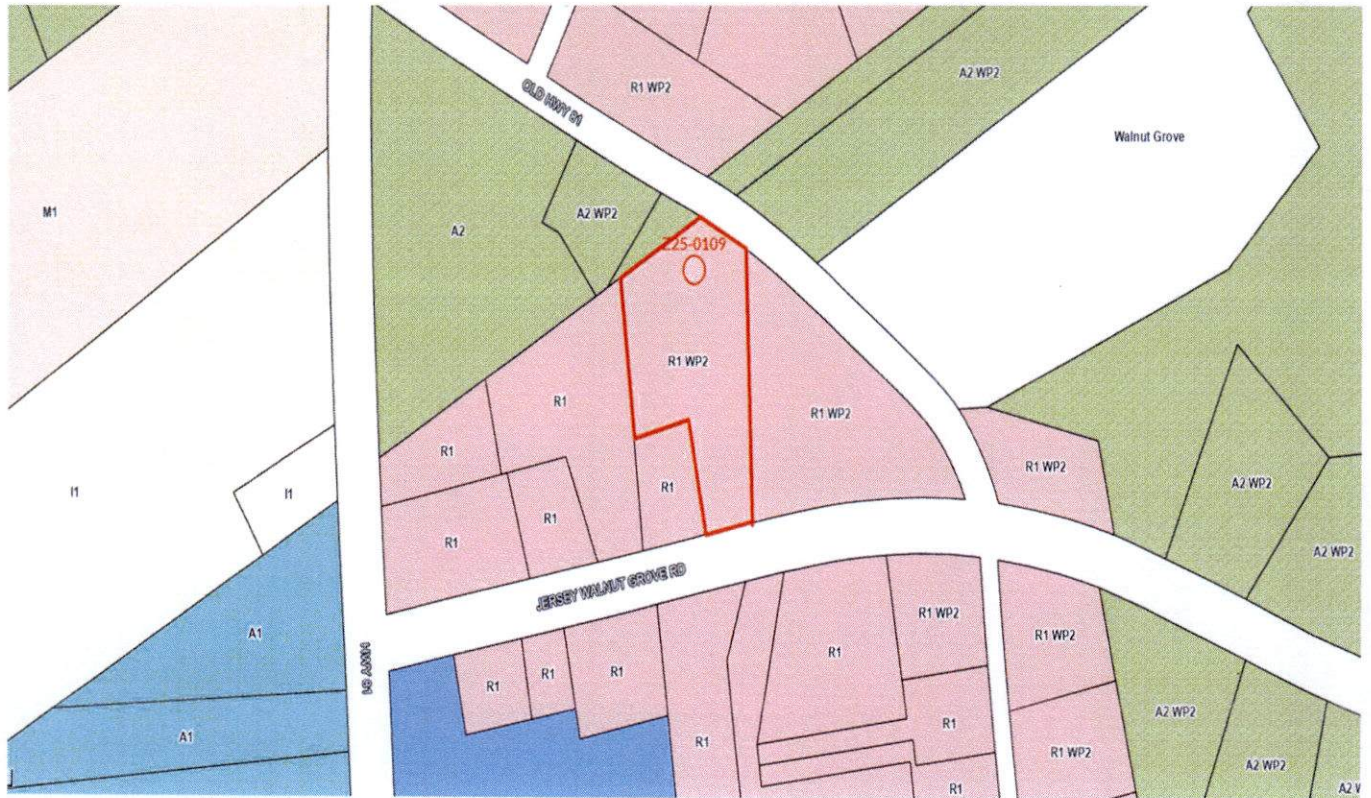
District 3 Commissioner-Timmy Shelnutt

Planning Commission—John Pringle

Existing Site Conditions: Property consists of a house.



The surrounding properties are zoned A1, A2 and R1.

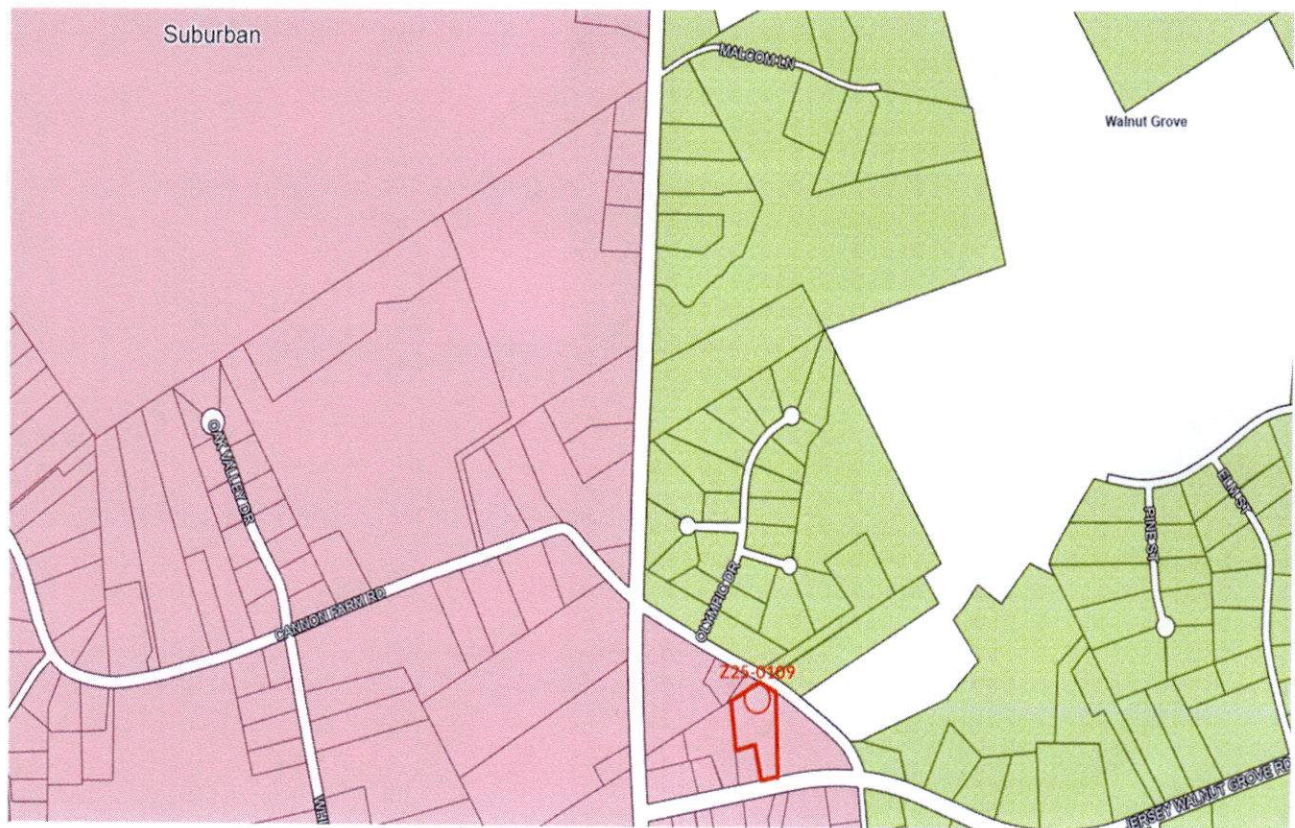


Subdivisions surrounding property:



The property is not in a Watershed.

The Future Land Use Map for this property is Suburban.



History:

V6120012	Billy Farmer	Customer Contact H.O.P. Photo	C054-267 4878 Jersey Walnut Grove	Approved Cond.
----------	--------------	----------------------------------	---	----------------

Conditions were:

1. For applicant only.
2. By appointment only.
3. No more than one client on site at a time.
4. No signs.
5. Day light hours only.
6. Studio will be in an enclosed building with no outside business activity.

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: No issues.

Water Authority: This area is served by an existing 6" diameter water main along Jersey Walnut Grove Road. (static pressure: 85 psi, Estimated fire flow available: 1,350 gpm @ 20 psi). No system impacts anticipated.

Fire Marshal Review: No comments on the beekeeping area. The mercantile area or building shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances.

Fire Department Review: Potentially a hazard to the firefighters during a response.

Board of Education: No impact for the Walton County School System.

GDOT: Will not require coordination with Georgia DOT.

PC ACTION 4/3/2025:

1. Z25-0109-Rezone 2.58 acres from R1 to A for beekeeping & selling bees/honey- Applicant: Billy Farmer/Owner: Janis Farmer located on 4878 Jersey Walnut Grove Rd & Old Hwy 81/Map/Parcel C0540267-District 3.

Presentation: Billy Farmer represented the case. He has been beekeeping for the last 6 years. He is also involved in education as well as raising bees. He raised his own queen bees and he is a mentor. He operates a Bee Club and teaches about bees each month. He would like to continue raising bees, selling honey and bees and mentoring beekeeping. He would have people come to his house to mentor them on beekeeping. He said that there are countries that have not paid attention to bees. He said beekeeping is something we need to look at because without pollination we wouldn't be here. He said honeybees are 5% or less and if you don't protect honey bees then we are doomed. He said a queen bee will last for 21 days and they will die. There is only 1

queen bee per hive. If we don't pay attention, then beekeepers like himself and those he mentors, then the bees will become extinct. He said that when the Bee Club meets there are usually about 25 to 30 people each month. He gives all beekeepers their first colony of bees to get them started. You ask yourself why God put mosquitos on this earth because they are blood sucking insects, but they also pollinate, and mosquitos are beneficial. He said 1 colony of bees is 25 to 30 thousand bees. He has 10 colonies and has had them for 6 years. He has learned and talked to the UGA folks about beekeeping, and he shares his knowledge with other beekeepers.

John Pringle thanked him and said he understands the need to protect bees.

Mr. Farmer said that he hates seeing construction when they go in and clear the whole land and take all the trees out because agriculture is one source of pollen because nectar is in the trees. He said Red Maple is a good one. He said if we keep going this route and take out all the pine trees then you need to replace them with red bush, holly bush, cherry trees so that some agriculture is left.

Speaking: Non one

Recommendation: John Pringle made a motion to recommend approval as submitted and was seconded by Timothy Kemp. The Motion carried unanimously.

Rezone Application # 225-0109**Application to Amend the Official Zoning Map of Walton County, Georgia**

Planning Comm. Meeting Date 4-3-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 5-6-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0540267

Applicant Name/Address/Phone #

Billy Farmer
4878 Jersey Walnut Grove Rd

Covington, GA 30014

E-mail address: billyfarmerphotos@gmail.com

Phone # 404-512-3075

Location: 4878 Jersey Walnut Grove Rd - 2 Old Hwy 81

Property Owner Name/Address/Phone

JANIS H. Farmer

4878 Jersey Walnut Grove Rd

Covington, GA 30014

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

Phone # 678-451-5656

Requested Zoning A Acreage 2.58

Existing Use of Property: Residential

Existing Structures: House, Truck port.

The purpose of this rezone is Beekeeping (Honeybees) Produce
and sell to other Beekeepers & to sell honey.

Property is serviced by the following:

Public Water: WCLWD Provider: Walton Co. water Dept. Well: not used

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 Billy Farmer

Date 2/28/2025 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 R1 Surrounding Zoning: North A2 South R1
East R1 West R1

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

Commission District: 3-Timothy Shelton 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: Billy Farmer
 Address: 4878 Jersey Walnut Grove Rd, Covington, GA.
 Telephone: 404-512-3075
 Location of Property: 4878 Jersey Walnut Grove Rd, Covington, GA.

Map/Parcel Number: C0540267

Current Zoning: Res Requested Zoning: Ag

Janis H. Farmer
 Property Owner Signature

Property Owner Signature

Print Name: Janis H. Farmer Print Name: _____

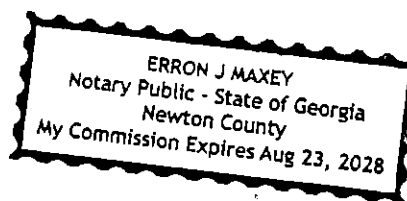
Address: 4878 Jersey Walnut Grove Rd, Covington, GA. Address: _____

Phone #: 678 451 5656 Phone #: _____

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

[Signature]
 Notary Public

2/27/25
 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;
Both Ag/Res

2. The extent to which property values are diminished by the particular zoning restrictions;
There should be no diminished value

3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
Property will not be disturbed.

4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
Bec pollination (crop ~~yield~~^{yield} for farmers and good healthy honey for nators.)

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

The honey bees will thrive and do well -

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

we have lived here for 32 years.

My plan is to produce honeybees,
And sell mated queens and nucleus colony.
I will also include production of honey which
will be sold and shared.

Thank you for your consideration,
Billy Farmer
4878 Jersey Walnut Grove Rd
Covington, GA. 30014

4878 Jersey Walnut Grove Rd
Corvinston, GA 30014

Item 5.4.





Planning and Development Department Case Information

Case Number: Z25-0110

Meeting Dates: Planning Commission 04-03-2025

Board of Commissioners 05-06-2025

Applicant:

Carter Engineering Consultants Inc
1010 Commerce Drive
Bogart, Georgia 30622

Owner:

Grady Thompson Enterprises LLLP
2770 Highway 11 NW
Monroe, Georgia 30656

Current Zoning: The current zoning is A1.

Request: Rezone 81.00 acres from A1 to R1OSC for a 62 lot residential subdivision.

Address: Nicholsville Road, Monroe, Georgia 30656

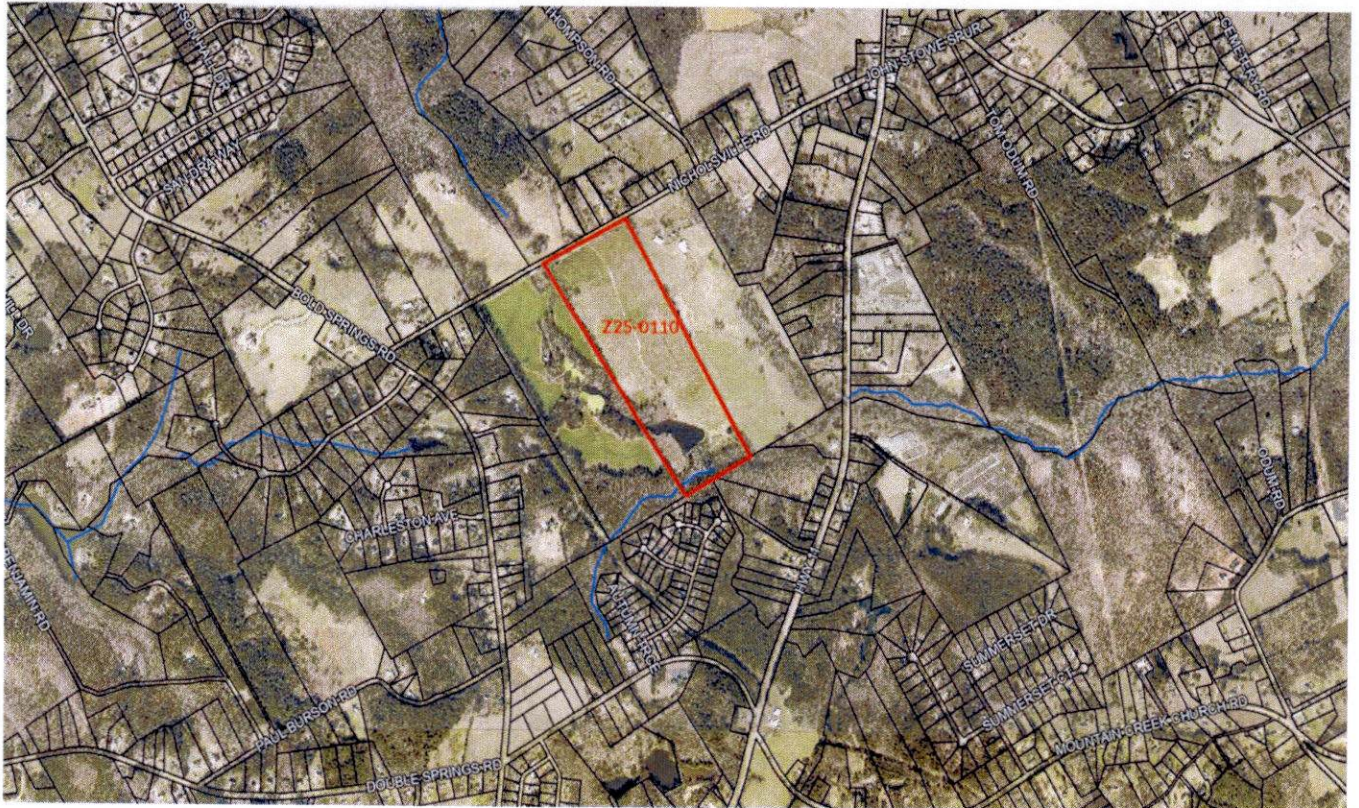
Map Number/Site Area: C0850083

Character Area: Suburban

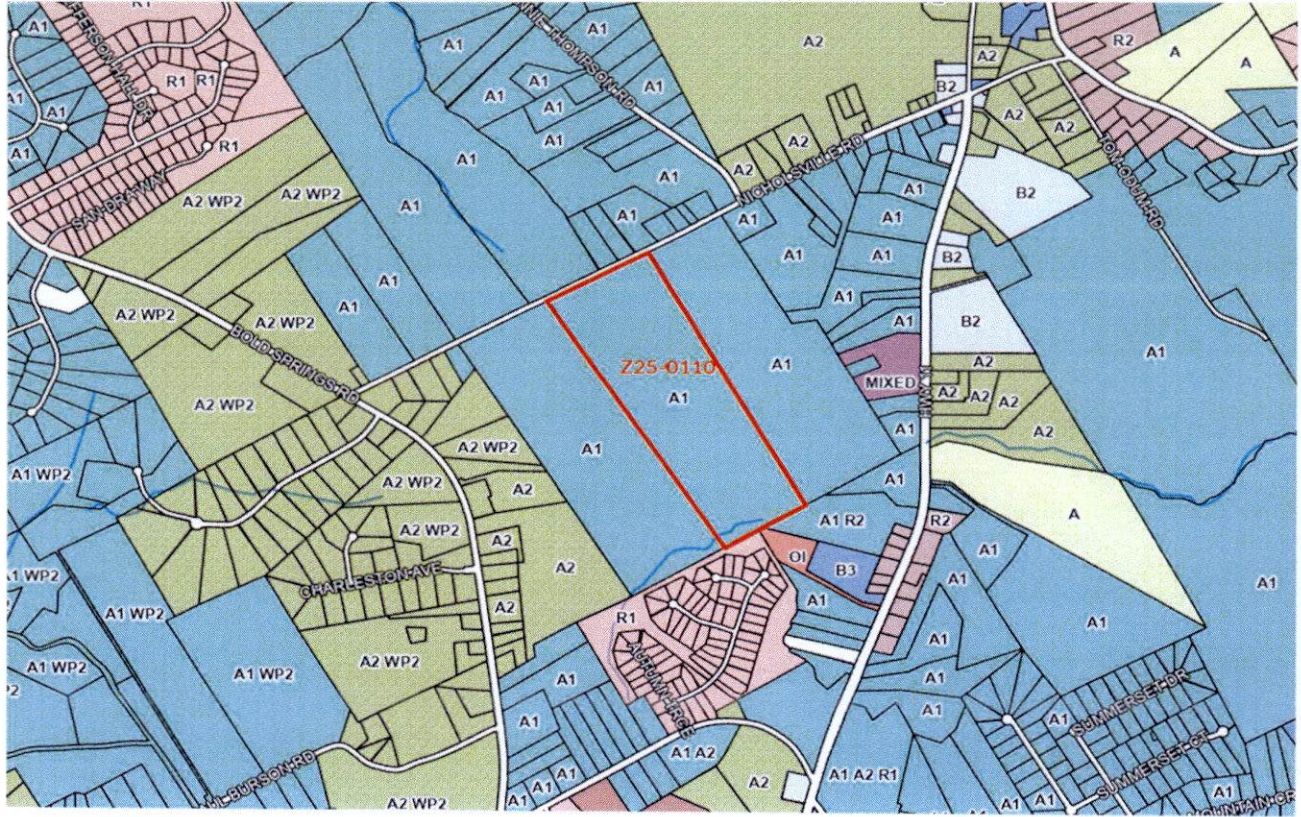
District 5 Commissioner-Jeremy Adams

Planning Commission-Tim Hinton

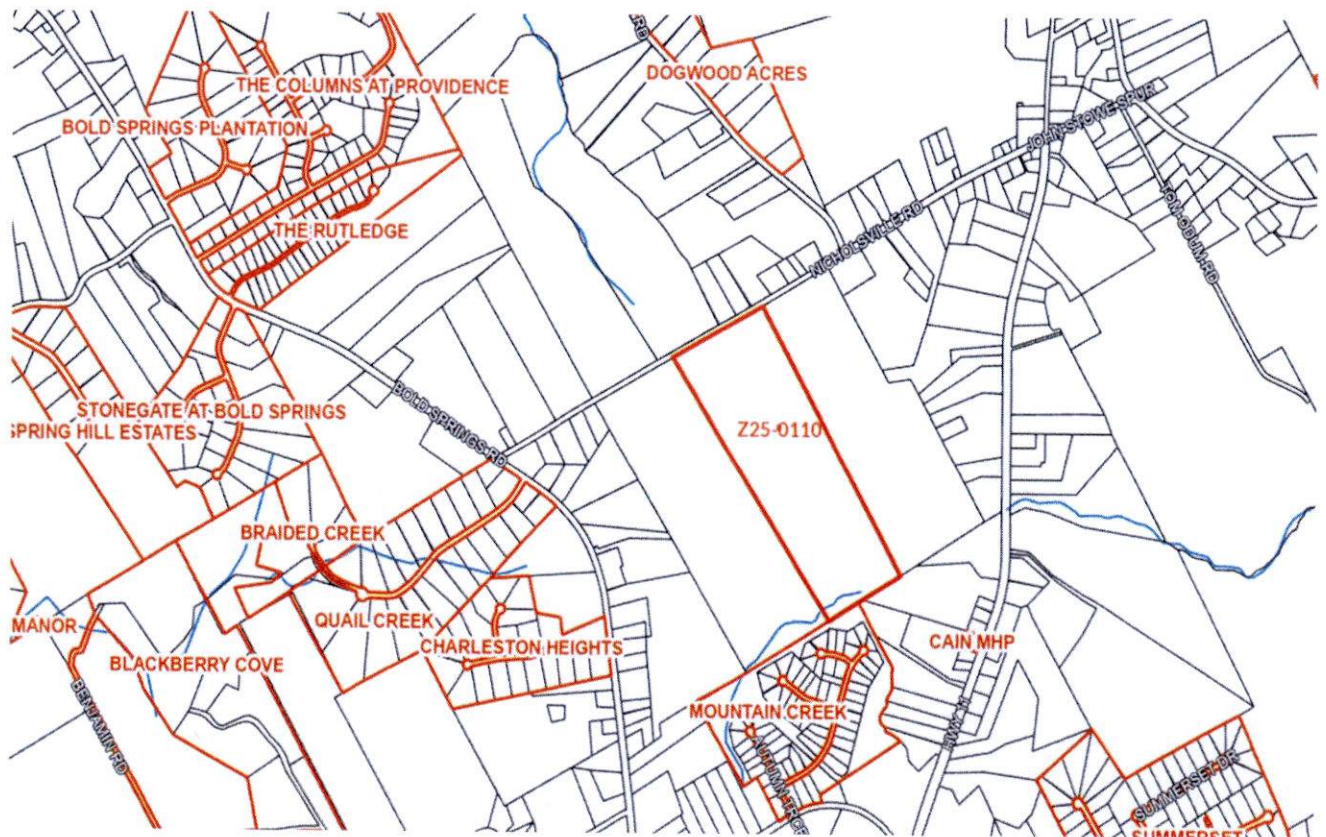
Existing Site Conditions: Property consists of vacant land.



The surrounding properties are zoned A1, R2, R1 and OI.

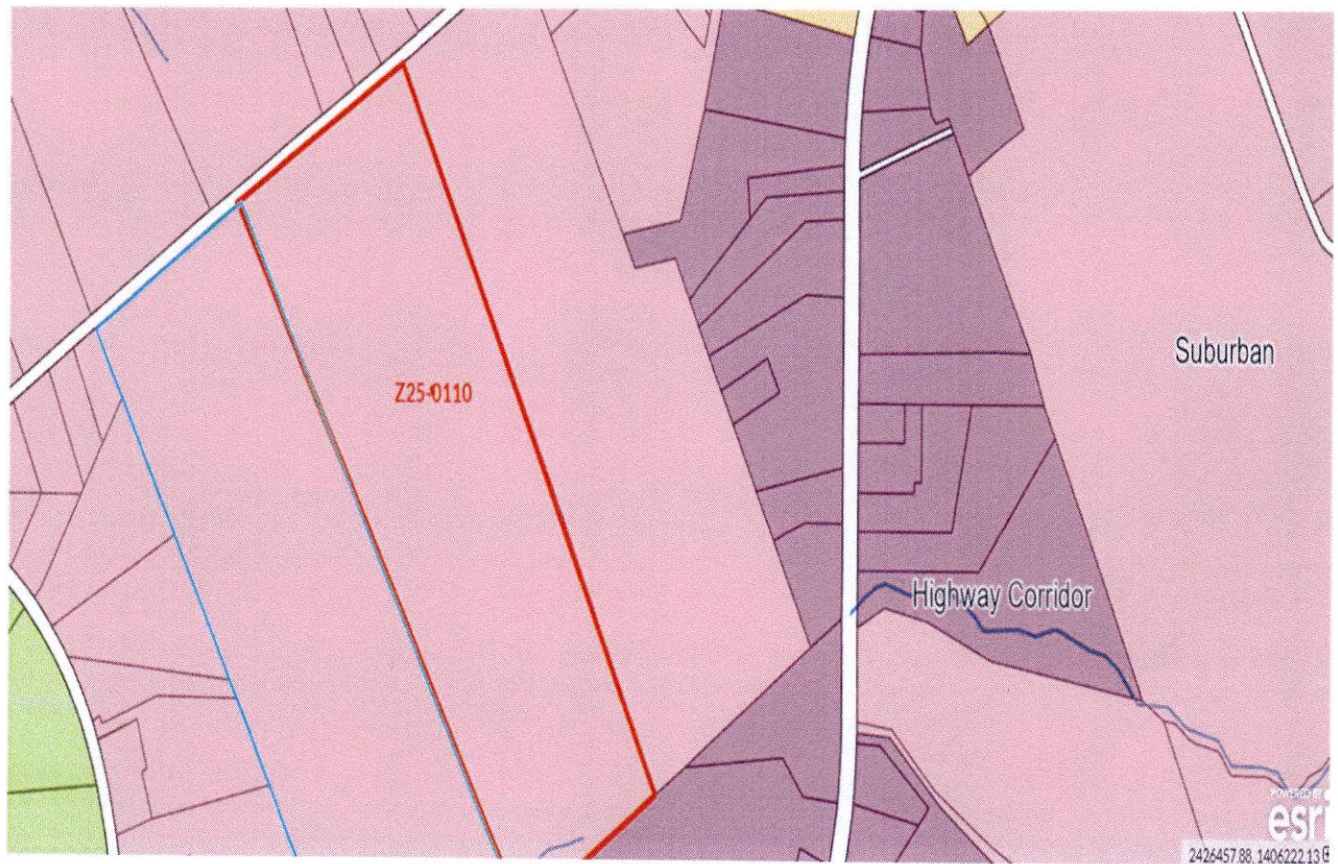


Subdivisions surrounding property:



The property is not in a Watershed.

The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends that proper A-cell and Decel Lane be installed and no secondary driveway access allowed for individual residential lots permitted from Nicholasville Road.

Sheriffs' Department: The number of houses will cause an increase in public safety calls and further tax services.

Water Authority: This area is served by an existing 12" diameter water main along Nicholsville Road. (static pressure: 75 psi, Estimated fire flow available: 1,900 gpm @ 20 psi). A new water main will be required to distribute water within the development. Please coordinate with WCWD.

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

Fire Department Review: Increased call volume due to the increased population.

Board of Education: This will require more bus drivers as well as more teachers in the school system.

GDOT: Will require coordination with Georgia DOT. Improvements to the intersection of SR 11 and Nicholsville Rd may be required.

PC ACTION 4/3/2025:

1. Z25-0110-Rezone 81.00 acres from A1 to R1OSC for a residential subdivision-Applicant: Carter Engineering Consultants Inc/Owner: Grady Thompson Enterprises LLLP located on Nicholsville Rd/Map/Parcel C0850083-District 5.

Presentation: Logan Moss with My Home Communities lives at 1110 Tallis Street in Bogart, represented the case as well as Joshua Scoggins who is an Attorney for the developer. He stated that they would like to develop 81 acres with a 62-lot subdivision. He has already reached out to some of the Board of Commissioners and the reality is that this land will be developed one way or the other. Jacob Prather is the owner of My Home Communities, and he is from Walton County and takes pride in what they do. He said water quality issues, soil erosion and wildlife are always an issue. They are doing 0.66-acre tracts which come out to 1.3 acre density. He said the Code would allow 81 lots and you will get 10 times more water quality.

Joshua Scoggins, Attorney at Law, who lives in Cumming, Georgia stated that his father was a beekeeper in Social Circle, and he is from Walton County. He said R1OSC is a good match in order to preserve open space. He is not asking for a Land Use Amendment, and they are using 57% of the entire site and providing 26 acres as open space. The Comprehensive Plan encourages the OSC. They will have a HOA, and the open spaces will be protected. Also, it will protect natural resources. This is the best

zoning of any county he has worked with. They will build 2,200 sq. ft. ranch homes and 2,400 sq. ft. 2-story homes. There will be a 100 ft. buffer along Nicholasville Road, and they are requesting no Variances. My Home Communities has been around several years now.

Speaking: Joe Brooks, who lives at 720 Nicholasville Road, has a farm and has 2 major concerns and that is the safety concerns at Highway 11 & Nicholasville Road and with this subdivision there will be additional traffic. He said Bold Springs Road is also a problem with safety. He asked if there was not an impact fee that could be put on a developer to do something about the roads and highways. He also asked about perimeter fencing around the whole subdivision. He said what he would recommend would be 2 acre lots because you will not be able to put a house on this small of a lot. It was also brought up about fencing for the existing ponds/lakes.

Tim Hinton made a comment about traffic and said that we have no control over the traffic, and we got a comment from every department including GDOT. He said everything as far as roads etc. will be done at the site development stage and if not followed then it will go to the Code Office. He said that their concern is the use of the property.

Robert Summers who lives at 1424 Charleston Avenue which is about ½ mile from this zoning request said that the zoning in the county needs to have some consistency and the county needs to grow in a responsible way. He said that the density should be less. He said to take a look at the other developments on Double Springs Road and Bold Springs Road and they are better projects due to the lot size. He understands that land is going to be developed one way or the other. He said that the county needs to be looking at the future when they approve things.

Matt Forthofer who lives at 2869 Fannie Thompson Road spoke. He has lived here for 2 years and before this he lived in Jackson, Barrow and Hall County. He agrees with the gentleman before him that we can't stop progress. He stated he moved here for a rural area. Everyone should be able to sell your property as you see fit but at the end of the day it is about making money. He also knows that any development makes your taxes go up. He said that he would sit on his porch and used to 3 cars might go by and now the traffic is increasing because they cut through this road to go to the elementary school. He would like to see a coordination with GDOT about State Highway 11 and Nicholasville Road. He would like the developer to coordinate with GDOT about these issues.

John Pringle stated that they do get comments from GDOT, and they will have to coordinate with the State. Mr. Forthofer said he hasn't seen a traffic counter on the road for a study. He said at the end of the day the roads are already a danger.

Timothy Kemp stated that growth is inevitable.

Kayla Stone, who lives at 564 James Powers Road, spoke and said she is not going to harp on traffic, but the community is against the development. This area is farmland. She said there have been 35 accidents on the highway and it is up to the county and the state to coordinate the issue of the roads and highways.

Mr. Hinton said that we are not in control of the traffic or the State Highways.

Ms. Stone went on to state she is concerned about the density of the zone, and this is an agricultural rural area which is high density, and we need to look at what is happening across the county and the infrastructure. She said that this an A1 property which is an agriculture zoning which would be bigger lots. She said you can go down Bold Springs Road, and they have 5 acre lots, and the community would prefer larger lots, and she said she strongly encourages the board to listen to the community.

Michelle Fothofer, who lives at 2869 Fannie Thompson Road spoke. She has been here for 2 years. She wanted to make sure she heard 62 units and what utilities they would be using, and she was told they would be septic and public water because the county does not have sewer.

Tim Hinton said that the minimum lot size is 27,000 sq. ft. and they have to provide for septic and repair area. This is a balancing act to put together a subdivision and he sees the positive of an OSC zoning which covers protecting the wooded area behind the pond and the pond.

Billy Mitchell who lives at 869 John Deere Road spoke and said he was there to represent Grady Thompson Enterprises LLLP that has 7 members which are 3 children and 4 grandchildren. Grady Thompson bought this property in 1958, which was over

65 years ago. He purchased this property and farmed it but right now the highest and best use is not farming it is development. He said that there are several subdivisions in the area that were developed 20 years ago. He said that John Roberts with the US Supreme Court states that a property owner has the constitutional right to do with his property what he wishes.

Rebuttal: Joshua Scoggins said that at the Development and Permit Stage that GDOT will be weighing in on this development. Mr. Brooks stated that you will not be able to fit a house on these lots, however where he lives, he has a house, a detached garage and a swimming pool and he has bigger setbacks and buffers. He said as far as density is concerned, this is a related term and Walton County does not have the problem of getting a higher density. He knows people don't want to be like Gwinnett, Fulton or Cobb County but a 0.66 acre lot is in a comprehensive plan and is very large comparatively. What you have here is they are concentrating on the development which is taking away from the problems. He said someone asked about the septic and that it will be determined at the development stage. Mr. Scoggins said he grew up here and there is not high density and he graduated from Social Circle High School, and he lives in Cumming, Georgia now but he comes down to this area and this county has better development and houses than any other county he sees.

Logan Moss came back and said that the size of the houses would be 2,200 sq. ft. ranch and 2,400 sq. ft. for a 2-story house. There will be 15 ft. setbacks, which is ample room to build a home. He said that they are not going to copy and paste the same houses throughout the subdivision. He said that the houses will be ½ million dollar homes due to the cost of the land.

Tim Hinton asked Logan Moss if he was the developer as well as doing the marketing and Mr. Moss stated he was. Mr. Hinton wanted to stress again that traffic is totally out of our control, and we are here for an alternative reason and that is to see what the best use of the property is. He said that he is a realtor by trade, but it is sad to see that a first-time homeowner can't buy because of the price and interest on a home and most live in the parent's basement. He said a 27-year-old can't afford it. There is a proponent to try to make houses affordable because this is bad on first time homeowners when homes cost ½ million-dollars.

Mr. Hinton said that he met Mr. Marlow who is the dad of the adjoining property owner years ago and there are concerns with adjoining landowners. He said that there is a 50 ft. buffer but both parcels on each side of this property that adjoins on each side have cattle and fencing and the fencing is barbed wire or cattle wire. He said that the 50 ft. buffer is adequate.

Mr. Hinton would like to ask the developer or builder once the pins are set and if there are any discrepancies in an encroachment that it be fixed. Logan Moss said that there was a discrepancy, and it has been fixed, and Mr. Thompson was gracious enough to help with this issue.

Tim Hinton asked if there was an entity that is going to be funding this project and Mr. Moss stated a bank. The person funding this project is going to have that developer do a boundary survey based on the metes and bounds of the property.

Recommendation: Tim Hinton made a motion to recommend approval with the following conditions: Before final plat approval the developer shall address any issues of fencing encroachments with adjoining property owners, and they shall be resolved at the expense of the developer. Since there is farmland on each side of the property he asked that they put on the final plat and purchase agreement language from the Georgia Realtors Disclosure Statement as follows: It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards. A statement shall be placed on the Final Plat in order to notify future homeowners of adjacent residential/agricultural properties that could exhibit noises and smells that are typical of a rural/agricultural area. A decorative fence with a blend of trees and shrubs in front of the fence along the right of way. The exception would be for the tree lined area from right of the current gated entrance to the adjacent property line on the right. An entrance sign for the neighborhood installed and was seconded by Timothy Kemp. The Motion carried unanimously.

Rezone Application # 225-0110

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

Planning Comm. Meeting Date 4-3-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 5-6-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0850083

Applicant Name/Address/Phone #

Carter Engineering Consultants Inc.

1010 Commerce Drive

Bogart, GA 30622

E-mail address: jessica@carterengineering.com

Phone # 770-725-1200

Location: Nicholsville Road

Existing Use of Property: Vacant

Existing Structures: Vacant

The purpose of this rezone is The developer wishes to rezone to R1 OSC to achieve the required density for a proposed subdivision.

Property Owner Name/Address/Phone

Thompson Grady Enterprises LLLP

2770 Highway 11 NW

Monroe, GA 30656

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

Phone # 706-255-1403

Requested Zoning R1 OSC Acreage 81.00

Property is serviced by the following:

Public Water: X Provider: Walton County Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: X

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

Signature [Signature] Date 02/28/2025 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, R2, R1, OI
East A1 West A1

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

Commission District: 5-Jeremy Adams Watershed: _____ TMP ✓

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Carter Engineering Consultants Inc.

Address: 1010 Commerce Drive, Bogart, GA 30622

Telephone: 770-725-1200

Location of Property: Nicholsville Road

Map/Parcel Number: C0850083

Current Zoning: A1 Requested Zoning: R1 OSC

Mike Thompson
Property Owner Signature

Property Owner Signature

Print Name: Mike Thompson Print Name: _____

Address: 2770 Hwy 11 NW Marietta Address: _____
30656

Phone #: 706 255-1403 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.

Kimberly K McCord 2/7/25
Notary Public Date



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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

The existing property is a vacant, agricultural property in the rural estate district (A1). Bordering properties are rural estate district (A1), office institutional district (O-I), two family residential district (R2), and single family residential district (R1).

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

The current zoning of A1 without the OSC overlay district does not allow the developer to achieve the required density. The OSC overlay district allows for a minimum 0.6 acre lot, while the A1 zoning allows for a minimum 2.0 acre lot. The developer requires the additional density to justify the purchase and development costs.

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

The Monroe, Walton County area has been rapidly expanding and is predicted to grow at a rate of 1.49% annually per the comprehensive plan. The rezone will allow a new single family residential subdivision with the creation of 63 lots ranging from 0.67 to 1.67 acres. The subdivision will also generate a new tax base for Walton County.

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

As mentioned above, the public receives a new subdivision and the county receives an additional tax base. Without the rezone, the developer would only be able to achieve less than half the proposed density, which would not justify the development.

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

The property is already zoned A1, so the current designation allows for a subdivision, however, the zoning does not allow the developer to achieve the required density needed to justify the development. The subject and adjacent properties support a subdivision of the proposed density.

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

The property has been fallow agricultural property since the early 1990s. The nearby Mountain Creek subdivision (R1) was constructed around 2001.



Nicholsville Road
Letter of Intent
February 2025

Introduction

The property referenced as Tax Parcel No(s). C01850083 is currently owned by Thompson Grady Enterprises LLLP. The current owner and the developer, My Home Communities, have a contract to purchase the property pending approval of this rezone request. The property is currently zoned A1, and the developer wishes to rezone to include the R1 Open Space Community (OSC) Overlay to achieve the required density for a proposed subdivision. A new rezone request has been submitted for approval.

Site

The site is located off Nicholsville Road in Walton County, Georgia. The property is comprised of approximately 81.0-acres. The properties feature an existing pond, which is to remain undisturbed.

The property is bordered by a residential A1 tract to the west, a residential A1 to the east, and Nicholsville Road to the north. The south side of the property is bordered by an R1, OI and an A1 R2.

Development

The developer proposes to construct a single-family residence subdivision that will include 62 single-family 0.66-acre minimum lots, green-space, and roads / infrastructure for the proposed subdivision. The development will provide 25.60 acres of open space. The required open space is 20.12 acres. Fifty percent of the required open space or 10.06 acres, is required to be on buildable land. 13.11 acres or 0.65% has been provided.

Access

The site will be accessed from Nicholsville Road. The proposed subdivision will feature a new 27-foot access drive off Nicholsville Road that will service the 62 single-family lots.

Setbacks

According to the Walton County Land Development Ordinance, the building setbacks for a property zoned R1 within the OSC Overlay with public water and private on-site septic systems are defined as: Front Building Setback = 40 feet, Side Building Setback = 15 feet, and Rear Building Setback = 40 feet for interior lots, and 50 feet for exterior lots.



Traffic

The proposed single-family residence subdivision will have a moderate affect of the traffic along Nicholsville Rd NW. The estimated average daily trips (ADT) are 6 trips per residence, and the estimate number of trips during peak hours is 4 trips; totaling an estimated ADT of 372.

Water Supply

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

Sewage Disposal

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

Utilities

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

Solid Waste

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

Type of Ownership

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



April 3, 2025

RESERVATION OF CONSTITUTIONAL AND OTHER LEGAL RIGHTS

Applicant:	Carter Engineering Consultants, Inc.
Owner:	Grady Thompson Enterprises, LLP
Subject Property:	Walton County Tax Parcel(s): C0850083
Proposed Use:	Single-Family Detached Residential Subdivision
Application:	Rezone from A1 to R1 OSC
ROW Access:	Nicholsville Road
Governing Jurisdiction:	Walton County, Georgia

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

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

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

The current zoning (and/or zoning conditions) encumbering the Subject Property is unconstitutional and deprives the Subject Property of any and all viable economic use thereof. The Proposed Use is the only viable economic use of the Subject Property, and the Governing Jurisdiction has deemed this Application necessary to allow the Proposed Use. As such, the Applicant and Owner file this Application for the purpose of changing the current zoning (and/or zoning conditions) to facilitate the Proposed Use, and to exhaust administrative remedies in the event the Application is denied. The Applicant and Owner reserve the right to challenge the current zoning and/or any zoning conditions, denial of the Application, or approval of the Application in any manner that deviates from the Application as submitted and any other conditions or restrictions imposed on the Subject Property by the Governing Jurisdiction.

April 3, 2025

Page 2 of 3

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

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

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

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

Furthermore, the Governing Jurisdiction cannot lawfully impose more restrictive standards on the Subject Property's development than are presently set forth in the Zoning Ordinance. To do so not only will constitute a taking of the Subject Property as described above, but it will also amount to an unlawful delegation of the Governing Jurisdiction's authority in response to neighborhood opposition, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended. Any conditions or other restrictions imposed on the Subject Property without the consent of the Applicant and Owner that do not serve to reasonably ameliorate any negative impacts of the Proposed Use are invalid and void. As such, the Applicant and Owner reserve the right to challenge any such conditions or restrictions.

Finally, the Applicant and Owner assert that the Zoning Ordinance, Official Zoning Map, Character Area Map, Future Development Map, Future Land Use Map and Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the

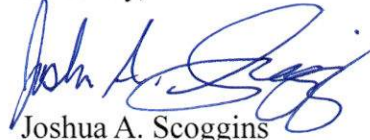
April 3, 2025
Page 3 of 3

United States, and a denial of the Application as request based upon provisions illegally adopted will deprive the Applicant and Owner of due process under the law.

By filing this Reservation, the Applicant and Owner reserve all rights and remedies available to them under the United States Constitution, the Georgia Constitution of 1983, as amended, all applicable federal, state, and local laws and ordinances, and in equity.

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

Sincerely,



Joshua A. Scoggins
Attorney for the Applicant















AN ORDINANCE OF WALTON COUNTY, GEORGIA OA25-0126

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 03/03/2025.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 03/03/2025.

AMENDMENT – STORMWATER MANAGEMENT

Approved by the Walton County Board of Commissioners on this 6th day of May 2025.

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

Attest:

Rhonda Hawk, County Clerk
Board of Commissioners
Walton County, Georgia

Charles Ferguson
County Attorney
Walton County, Georgia

Amendment - Stormwater Management

Article 11 – Part 2 - Section 270 - To add special tax district for maintenance and repair of stormwater retention and detention facility.

PC ACTION 4/3/2025:

Presentation: Kristi Parr, Assistant Director, represented the case. This is an Amendment to the Stormwater Management Article 11 – Part 2 – Section 270 – to add special tax district for maintenance and repair of stormwater retention and detention facility within subdivisions.

Josh Ferguson asked if this would be for existing, and Ms. Parr stated if this is approved it would be for anything going forward.

Correction: This tax could apply to existing subdivisions within the county that have been neglected or improperly or insufficiently maintained and where the HOA has failed to comply with property maintenance.

Timothy Kemp asked so this would be something added for that area and Ms. Parr said it would be the same as the lights that are added to the property taxes and assessments within subdivisions.

Mr. Kemp asked do we know how much the taxes would be, and Ms. Parr stated that we do not at this time.

Josh Ferguson asked so no HOA would be responsible, and Ms. Parr stated that they would be responsible and if the HOA didn't do the maintenance, then we would have this in place that we, as the county would have funding for any repair.

Recommendation: John Pringle made a motion to recommend approval and was seconded by Michelle Trammel. The Motion carried unanimously.

STATE OF GEORGIA

COUNTY OF WALTON

AN ORDINANCE TO AMEND THE TEXT OF THE COMPREHENSIVE LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA TO PROVIDE FOR THE CREATION OF SPECIAL TAX DISTRICTS AND THE IMPOSITION OF TAX THEREIN FOR THE MAINTENANCE AND REPAIR OF STORMWATER RETENTION AND DETENTION FACILITIES SERVING RESIDENTIAL SUBDIVISIONS THEREIN AND FOR RELATED MATTERS.

WHEREAS, Paragraph VI of Section II of Article IX of the Georgia Constitution authorizes the creation by county ordinance of special districts within a county for the provision of local government services within such districts and the levying and collection of taxes, assessments, and fees within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor;

WHEREAS, Paragraph III of Section II of Article IX of the Georgia Constitution authorizes counties, and confers upon counties the power, to provide storm water collection and disposal systems in the unincorporated areas of counties;

WHEREAS, Section 180 of Part II of Article 11 of the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County, Georgia imposes upon each mandatory homeowners association in unincorporated Walton County the responsibility for the maintenance and repair of stormwater management facilities serving the residential subdivision development within the jurisdiction of such association and provides Walton County with certain remedies for the failure of such associations to properly maintain such facilities;

WHEREAS, the Board of Commissioners of Walton County, Georgia has determined that a need exists within the unincorporated areas of Walton County to address the failure of mandatory homeowners associations to properly maintain and repair stormwater retention and detention facilities and systems serving the residential subdivision developments within the jurisdiction of such homeowners associations and to provide for the maintenance and repair of the same in addition to the remedies for such failures set forth in Section 180 of Part II of Article 11 of the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County, Georgia; and

WHEREAS, the Board of Commissioners of Walton County has determined to enact an ordinance establishing a protocol by which to create special tax districts coterminous with residential subdivision developments whose mandatory homeowners associations have failed to properly maintain and repair storm water collection and disposal systems and related facilities serving such communities, and to provide for the imposition of taxes upon property within such special districts to pay for the maintenance and repair by Walton County of the storm water retention and detention systems and facilities serving such communities and to provide for such maintenance and repair by Walton County or its contractors or other utility providers;

NOW WHEREFORE it is hereby ordained that:

1.

Part II of Article 11 of the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County, Georgia is amended to include the following as Section 270 thereof:

”Section 270 Special Tax Districts for the Maintenance and Repair of Stormwater Retention and Detention Facilities.

Section 270.01 Intent

The intent of this ordinance is to protect public health, safety, morals, and general welfare of the residents of the unincorporated area of Walton County by establishing a protocol for the creation of special tax districts by which to fund the repair and maintenance by Walton County of storm water retention and detention facilities within such special tax districts by imposing taxes for that purpose upon the properties located within such districts in circumstances where a mandatory homeowners associations for a residential subdivision development has failed to properly maintain and repair such facilities, and to provide for the use by Walton County of such funds to maintain and repair such facilities, either by its own forces or by its contractors or separate utility providers. This ordinance is intended to supplement the rights and remedies provided to Walton County in Section 180 of this Article and not to replace them.

Section 270.02 Creation of a Special Tax District

A. Notification and Investigation.

Upon the receipt of information, either by the Walton County Board of Commissioners, Walton County Public Works or by the Walton County Department of Planning and Development that a storm water detention or retention facility serving a residential subdivision development in unincorporated Walton County has been neglected or improperly or insufficiently maintained, or has not been kept in proper repair, by the homeowners association for the residential subdivision development served by such facility, or that such homeowners association has failed to comply with its obligations under Section 180 of this Article, the Board of Commissioners may by motion direct the Public Works Department to investigate such matter. Upon such direction, the Public Works Department shall investigate such matter and report its findings to the Board of Commissioners within sixty (60) days after such direction.

B. Report of Investigation.

The report of the Public Works Department shall identify needed maintenance and repairs for such storm water detention or retention facilities, the failure of the applicable homeowners association to provide the same, and the cost to remedy the same on an ongoing basis. The report shall also specify, by way of a plat, the geographic area of the subdivision served by such facility. The report shall also identify the amount of taxes, by dollar amount and millage rate, required to be assessed and levied in said community to properly repair and to provide for the ongoing maintenance and repair of such facilities and the estimated time during which said taxes would be required to be imposed for said purpose. The report shall also address the compliance of the homeowners association for such community with its obligations under Section 180 of this Article.

C. Notice of Intent.

Should the Board of Commissioners, upon its consideration of the report of the Public Works Department, determine that creation of a special tax district as provided by this Section appears to be in the best interest of the public, then the Board of Commissioners may adopt a resolution to commence the process for the creation of a special tax district as prescribed herein. Said resolution shall identify by plat or appropriate legal description the area under consideration for a special tax district, the tax parcel numbers of the tax parcels within said proposed special tax district, the purpose of such special tax district, the date on which the hearing prescribed by paragraph D of this subsection will be held, and the millage rate or amount of the tax, or a key for the determination of the same, under consideration for the proposed special tax district, and the anticipated time period that such tax will remain in effect. Said resolution shall also specify the manner in which the funds collected by such tax will be utilized by the Walton County to provide to such special tax district the services for which said tax is imposed. Said resolution shall direct that notice of said hearing be given in the manner prescribed herein.

D. Hearing.

1. The Board of Commissioners shall conduct a public hearing for the purpose of receiving public input on the creation of the special tax district under consideration and the imposition of a special district tax therein.

2. Notice of such hearing shall be given by regular first class mail to the owner of record of each tax parcel within the boundaries of the proposed special tax district under consideration. Said notices shall be sent to the address of record of each such owner(s) and, if the address of record of the parcel owner is different than the street address of the parcel, such notice shall also be sent by regular first class mail to the street address of such parcel.

3. Notice of such hearing shall also be sent by regular first class mail to the address of record of any homeowners association with jurisdiction over the area under consideration by the Board of Commissioners for a special tax district, and to the registered agent for the same.

4. Notice of said hearing shall be published at least twice in the legal organ for Walton County, with said notices to each be published at least fifteen days, but not more than forty-five days, prior to the date of such hearing. Said notices shall not be published in the legal notices section of said legal organ and shall have a size of at least thirty (30) square inches.

5. Notice of such hearing shall also be posted in the proposed special tax district at least 15 days prior to the hearing.

6. Each of the hearing notices referenced herein shall identify the area under consideration for the special tax district with reasonable specificity, the amount of the tax or the millage rate to be imposed in the special tax district, the term and purpose of such tax, as well as the date, time, and location of the hearing.

E. Resolution Creating Special Tax District

1. Upon the conclusion of the hearing, and within sixty days thereafter, the Board of Commissioners shall vote on a resolution to create the special tax district and impose the tax therein. Said resolution shall contain a plat or other key to the boundaries of the special tax district thereby created, the tax parcels within the special tax district, the amount or millage rate of the tax, the effective date and term of the tax, and the purpose for which such tax is imposed. Said resolution shall also specify the manner in which Walton County will provide the services for which the tax is imposed.

2. Should the resolution creating the special tax district be adopted, notice of that fact shall be sent by United States regular first class mail to each of the record owners of the parcels of real property within the special tax district, along with a statement of the special tax to be imposed on such parcel. Notice of the creation of the special tax district shall also be sent by regular first class mail to the homeowners association for such community. Said notices shall be sent in the manner prescribed by subsections D(2) and D(3) of this Section 270.02.

3. The creation of the special tax district shall be effective upon the adoption by the Board of Commissioners of the resolution creating the same.

4. The creation of a special tax district and the imposition of a tax therein shall be within the sole discretion of the Walton County Board of Commissioners based upon its consideration of the best interests of the public.

Section 270.03 Implementation of the Special Tax

A. The special tax to be imposed in the special tax district shall be effective beginning on January 1 of the tax year immediately following the adoption of the resolution creating the special tax district and imposing the special tax therein, or at such other time established by resolution of the Board of Commissioners.

B. Upon the adoption of a resolution creating a special tax district and imposing a special district tax therein, notice of the same shall be provided to the Walton County Tax Commissioner and the Walton County Board of Tax Assessors, who shall then adjust their records and processes accordingly so as to provide for the implementation and collection of said tax in said district.

C. The charges for the services to be provided by Walton County in each special tax district, in accordance with the resolution imposing the same, shall be paid as a special district tax. Such special district tax shall be billed to and collected with respect to each parcel in such special tax district by the Walton County Tax Commissioner concurrently with the ad valorem property tax billed to and collected with respect to each tax parcel within such special tax district.

D. The tax collected in each special tax district shall be remitted by the Walton County Tax Commissioner to the Walton County Board of Commissioners in the same manner as other ad valorem property taxes collected by the Walton County Tax Commissioner.

Section 270.04 Disbursement of the Proceeds of the Special Tax and Provision of Storm Water Detention and Retention Services in Special Tax Districts

A. Walton County shall utilize the proceeds of such special district taxes solely for the maintenance and repair of storm water detention and retention facilities in the district from which they are collected, and shall handle, disburse, report, and account for the proceeds of such tax in the manner required by law.

B. Walton County shall provide for the maintenance and repair of storm water detention and retention facilities, to include any necessary construction with respect thereto, in each special tax district in accordance with the resolution creating such special tax district and imposing such special district tax therein and applicable state law.

C. Walton County shall provide maintenance and repair services for storm water detention and retention facilities, including any necessary construction related thereto, in the special tax districts created pursuant to this ordinance using either its own forces, public or private utility providers, or by contracting with private vendors for labor, materials and other services. Walton County shall utilize the funds collected from the special tax imposed in a special tax district solely for the purpose of providing maintenance and repair services for storm water detention and retention facilities in such special tax district. Revenue from the special district tax shall be expended solely with respect to the special tax district from which it was collected.

D. In providing storm water detention and retention services as referenced herein from private vendors, Walton County shall comply with all applicable local and state procurement requirements.

E. To the extent that the acquisition of interests in real property are necessary to provide for the proper maintenance and repair of the storm water detention or retention facilities in a special tax district, proceeds from the special tax provided for herein collected in such special tax district may be used to acquire such interests in real property. Walton County may utilize its power of eminent domain, in accordance with the procedures prescribed by law, to acquire such property interests.

F. For each special tax district created pursuant hereto, Walton County shall adopt an annual budget setting forth the expected expenses for maintenance and repair of storm water detention and retention facilities therein and expected revenues from such special tax district. Such budgets shall be adopted in the manner prescribed by applicable law. The annual assessment and millage rate(s) for each such special tax district shall be established in the manner prescribed by applicable law.

G. The special district tax to be assessed in each special tax district shall be established on an annual basis by the Walton County Board of Commissioners in accordance with applicable state law.

Section 270.05 Termination of Special Tax District

The Walton County Board of Commissioners shall have the right at any time to terminate a special tax district created pursuant to this ordinance and the tax imposed therein. Upon such termination, Walton County shall have no obligation to provide any further maintenance or repair services with respect to the storm water detention and retention facilities located in the terminated district and shall no longer collect a special district tax therein.

Section 270.06 Annexation

Should any portion of a special tax district be annexed by a municipality, such portion shall be removed from such special tax district. To the extent that the area removed continues to be served by a storm water detention or retention facility for which Walton County provides maintenance or repair services pursuant to this ordinance, Walton County shall negotiate with the annexing municipality a rate of fair and equitable compensation to be paid by such municipality to Walton County for such services.

Section 270.07 Obligations of Homeowners Association

The establishment of a special tax district pursuant to this ordinance, or the imposition of a tax therein, shall not relieve the homeowners association having jurisdiction of the development upon which such special tax district is imposed from its obligations under Section 180 of this Article. Nothing herein shall modify the rights and remedies of Walton County under Section 180 of this Article.

Section 270.08 Compliance with State Law

A. The creation of the special tax districts provided for herein, the imposition, collection, and expenditure of the special district taxes provided for herein, and the provision of maintenance and repair services for storm water detention or retention services in such districts shall be accomplished in a manner consistent with Georgia law.

B. Should any provision of this ordinance, or any resolution adopted pursuant hereto conflict with state law, state law shall take precedence.”

2.

Severability. Should any section of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof that is not specifically declared to be invalid or unconstitutional.

3.

Effectiveness. This ordinance shall take full force and effect upon approval by the Board of Commissioners.

4.

Repeal of conflicting ordinances. All ordinances, or provisions thereof, in conflict with the text of this ordinance are hereby repealed.

(Signatures appear on following page)

SO ORDAINED this _____ day of _____, 2024.

WALTON COUNTY, GEORGIA

[SEAL]

DAVID THOMPSON, CHAIRMAN
WALTON COUNTY BOARD OF
COMMISSIONERS

ATTEST:

Rhonda Hawk
County Clerk

RECOMMENDED for ADOPTION and APPROVAL at the regular meeting of the Walton County Planning Commission on _____.

READ, ADOPTED, APPROVED, and ORDAINED by the Board of Commissioners of Walton County on _____ after a duly noticed public hearing held on _____.

April 1, 2025

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, April 1, 2025, at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Pete Myers, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Charna Parker, Finance Director Jennifer Wall and County Attorney Chip Ferguson. Commissioner Bo Warren was not present at the meeting. 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 6:01 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

DISCUSSION

County Manager's Report/Update

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

PLANNING COMMISSION

Planning and Development Director Charna Parker presented the Planning Commission recommendations.

Z24-0067 - Rezone 6.63 acres from A1 to A to raise "show quality" poultry/fowl & parrots - Applicant/Owner: Igor Mitrovic - Property located at 2435 Daniel Cemetery Rd./Map/Parcel C1200177 - District 6

Planning Commission recommended approval with the following conditions: Approve the Variance requested for setbacks on existing buildings; number of birds not to go past the USDA minimum requirements of 1,650 and that the property be rezoned for the purpose requested only.

Chairman Thompson opened the public hearing on the matter. Applicant Igor Mitrovic and Dr. Elizabeth Macky, Avian Veterinarian, spoke in favor. He would like to raise pet parrots and small poultry and would have no employees or customers visit. The birds would be sold to retailers and he is licensed by the USDA. The enclosures are clean with minimal noise and the supplemented lighting is automatically turned off at 8:00 p.m. Dr. Macky stated that the number of birds is monitored and if she thinks he has too many she can recommend that the USDA reduce his numbers. Robert Connerley and Matthew Dietzel spoke in opposition. Mr.

Connerley stated that he was concerned about the noise from the number of birds and residential property values. Mr. Dietzel also expressed his concerns over the noise and trash being dumped on the property. In rebuttal Mr. Mitrovic stated the trash dump was from a previous owner and he had gotten quotes to clean it up. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Dixon made a motion to approve per the Planning Commission recommendations plus additional conditions to clean up the dump pile, downward lighting, lights to be out at 6 p.m. during standard time and 8 p.m. during daylight savings time, no additional buildings on the property, additional sound barrier if possible next to the Connerly property and obtain a retroactive building permit. May upgrade current buildings but still be limited to 1650 birds. Commissioner Shelnett seconded the motion; voted and carried unanimously.*

Z25-0028 - Rezone 2.60 acres from A2 to B1 for a martial arts studio - Applicant: Shield Sword, LLC/Owner: James William Burson, II located at 2069 Hwy. 11 & Mountain Creek Church Rd./Map/Parcel C0860040 - District 5

Chairman Thompson opened the public hearing on the matter. Jeremy White and Billy Mitchell spoke in favor of the rezone request. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to approve the rezone request for this use. Commissioner Dixon seconded the motion and all voted in favor.*

LU25-0061/Z25-0056 - Land Use Change from Suburban to Highway Corridor & Rezone 0.63 acres from A2 to B2 for motor vehicle sales - Applicant: Nityanand Sankar/Owner: Jeremy Elrod - Property located at 2660 Gum Creek Church Rd. & Hwy. 81/Map/Parcel C0490025 - District 2

Chairman Thompson opened the public hearing on the matter. Applicant Nityanand Sankar and Jeremy Elrod spoke in favor of the Land Use Change. John Swope, Wayne McKee, Jeff Monk and Susan Boyett spoke in opposition and presented a petition against the proposed car lot. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Myers stated that hard decisions have to be made but that the request legally fits the land use map and the Walton County Zoning Ordinance. Commission Myers then made a motion to approve with the following conditions: no vehicle repairs onsite, vehicles to be on a hard surface either asphalt or concrete, all vehicles to be inworking condition with no junk cars, all loading or unloading to be off site with no car haulers blocking Gum Creek or Hwy. 81, number of cars limited to 15 or less and underground retention and drainage to be installed and the use will be restricted to these guidelines. Commissioner Shelnett seconded the motion. Chairman Thompson, Commissioners Myers, Shelnett and Dixon voted in favor with Commissioners Bradford and Adams opposing the motion. The motion carried 4-2.*

Z25-0064 - Rezone 52.57 acres from A1 to M1 for fabricated metal product manufacturing facility - Applicant: Henderson Fab Inc./Map/Parcel C0090017/Owners: Efren Jimenez & Amelia Catalan - 6342 Hwy 20/Map/Parcel C0090016 split/Owners: Gidean & Patricia Moon, Carolyn Moon (Deceased) & Steve Moon - 6327 Hwy. 20 & Center Hill Church Rd./Map/Parcel C0110007A00/Owners: Carolyn Moon (Deceased) and James Moon - Center Hill Church Rd. -

District 2

Planning Commission recommended approval with the following conditions: Only for the purpose requested; all down lighting; no rental truck parking; and landscaping on Highway 20.

Chairman Thompson opened the public hearing on the matter. Tip Huynh with Alcovy Consulting Engineers spoke in favor on behalf of the applicant. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Myers made a motion to approve per the Planning Commission recommendations. Chairman Thompson seconded the motion and all voted in favor.*

Z25-0055 - Rezone 54.786 acres from A1 to A1OSC for a residential subdivision - Applicant: Ned Butler/Owner: MFT Land Investments, LLC - Property located on Double Springs Rd/Map/Parcel C0730043

Chairman Thompson opened the public hearing on the matter. Applicant Ned Butler spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to approve per the Planning Commission recommendation. Commissioner Dixon seconded the motion. Chairman Thompson, Commissioners Myers, Shelnett, Adams and Dixon voted in favor with Commissioner Bradford abstaining. The motion carried.*

ADMINISTRATIVE CONSENT AGENDA

1. Approval of March 4, 2025 Meeting Minutes
2. Contracts & Budgeted Purchases of \$25,000 or Greater

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

RESOLUTIONS

Capital Improvements Element Annual Update and Transmittal Resolution

Chairman Thompson opened a public hearing on the matter. There was no one present to speak. Chairman Thompson closed the public hearing.

Motion: *Commissioner Adams made a motion, seconded by Commissioner Shelnett. to approve the Capital Improvements Element Annual Update and adopt the Resolution. All voted in favor.*

FINANCE

Finance Director Jennifer Walls presented the budget amendments.

Resolution - FY25 Budget Amendment

Motion: Commissioner Dixon made a motion to adopt the Resolution for FY25 Budget Amendments. Commissioner Adams seconded the motion and all voted in favor.

Resolution - FY25 Budget Amendment and Project Length Budget - Deep Patching and Resurfacing Project

Motion: Commissioner Bradford made a motion to adopt the Resolution for the FY25 Budget Amendment and Project Length Budget for Deep Patching and Resurfacing. Commissioner Dixon seconded the motion; voted and carried unanimously.

CONTRACTS

Purchase and Sales Agreement - Whitney Road, Tax Parcel C1400057

Motion: Commissioner Bradford made a motion, seconded by Commissioner Adams to approve the purchase of Tax Parcel C1400057 on Whitney Road in the amount of \$77,100.00. All voted in favor.

Purchase and Sales Agreement - H. D. Atha, Tax Parcel C0760047

Motion: Commissioner Adams made a motion, seconded by Commissioner Myers to approve the purchase of Tax Parcel C0760047 on H. D. Atha Road in the amount of \$270,000.00. All voted in favor.

ACCEPTANCE OF BIDS/PROPOSALS

Multi-Sport Athletic Flooring – Nowell Gym

Motion: Commissioner Shelnutt made a motion to approve the proposal from Southern Flooring in the amount of \$127,764.00. Commissioner Myers seconded the motion; voted and carried unanimously.

2025 Milling & Deep Patching - Public Works

Motion: Commissioner Adams made a motion to accept the low bid from Pittman Construction in the amount of \$159.65 per ton. Commissioner Dixon seconded the motion. All voted in favor.

PUBLIC COMMENT

During Public Comment, Matthew Cucuzza, Dr. Barbara McKee and Corey Arnold voiced their concerns over the biodigester facility being planned for Marlowe farms on George Williams Road.

ANNOUNCEMENTS

Chairman Thompson announced a budget work session on April 10th at 6:00 p.m. There will also be public hearings on the budget April 17th at 10:00 a.m. and 6:00 p.m.

ADJOURNMENT

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Dixon, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:01 p.m.*

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

April 10, 2025

The Walton County Board of Commissioners held a work session on Thursday, April 10, 2025 at 6:00 p.m. at the Historic Walton County Courthouse to discuss the FY26 Budget. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Pete Myers, Timmy Shelnett and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Finance Director Jennifer Wall, County Attorney Chip Ferguson and Sheriff Keith Brooks.

Finance Director Jennifer Wall presented the proposed FY26 Budget of \$103,329,712 which is an increase of \$20,095,212 more than the original FY25 Budget. County Manager John Ward went over each department's requests. The largest increase in departmental budgets is for the new Walton Co. Public Safety Complex. The Board discussed the proposed budget with Sheriff Keith Brooks.

There were no decisions made or votes taken during the work session. The work session adjourned at 8:02 p.m.

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

April 15, 2025

The Walton County Board of Commissioners held a work session on Thursday, April 15, 2025 at 5:00 p.m. at the Historic Walton County Courthouse to discuss the FY26 Budget. Those participating in the meeting included Chairman David Thompson, Commissioners Pete Myers, Timmy Shelnett, Lee Bradford and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Finance Director Jennifer Wall, County Attorney Chip Ferguson and Sheriff Keith Brooks.

Finance Director Jennifer Wall presented the proposed FY26 Budget of \$106,329,712 which is an increase of \$23,095,212 more than the original FY25 Budget. The current proposed budget is 3,000,000 more than formerly proposed as the increase in medical for the new jail was unaccounted for. County Manager John Ward and Finance Director Jennifer Wall discussed the increase with the Board. Sheriff Keith Brooks stated the need to fund his proposed budget with the additional personnel and equipment requested. Chairman Thompson asked if there was any way to cut the proposed budget. Sheriff Brooks stated that all positions were necessary for him to open the new jail.

There were no decisions made or votes taken during the work session. The work session adjourned at 6:00 p.m.

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners
Purchases \$25,000.00
Meeting

May 6, 2025

Department	Fund	Description	Payee	Amount
Budget Year FY 25				
	100	Premium for May 2025-For the Record	One America	\$ 35,272.12
Various		Replenish Funds in Health Benefits-Mar 25-For the Record	Walton Co Health Benefits Trust	\$ 500,000.00
Various		Replenish Funds in Health Benefits-Apr 25-For the Record	Walton Co Health Benefits Trust	\$ 500,000.00
Various		Replenish Funds In Workers Comp-For the Record	Walton Co BOC	\$ 63,297.00
Various		Dissemination Fees-For the Record	Raymond James & Associates, Inc	\$ 4,000.00
Law				
	1530 100	General Legal Fees-Mar-For the Record	Atkinson/Ferguson	\$ 26,250.39
Information Systems				
	1535 100	Desktop Value H610M PC's	Byte Speed LLC	\$ 38,250.00
General Gov BLDGs				
	1565 100	20 Transformers	Allen Electric Wholesale Supply, Inc	\$ 50,000.00
Judicial BLDG Splost 2013				
	1565.13 322	Asphalt- Type 1- 9.5mm 81 Ton	E.R. Snell Contractor, Inc	\$ 32,000.00
Sheriff				
	3300 100	Sam 3 Trailer, Vertical w/ Solar Panel	Applied Concepts, Inc	\$ 24,498.00
Jail				
	3325 100	Inmate Medical-June 2025	Correct Health	\$ 184,305.01
	3325 100	Housed Out Inmates-Mar	Barrow Co BOC	\$ 54,615.00
	3325 100	Housed Out Inmates-Mar	Washington Co BOC	\$ 28,435.00
	3325 100	Inmate Meals-Mar	Kimble's Food By Design	\$ 83,025.33
	3325 100	Multi-Threat Vest & Raid Molle Carriers	Public Safety Uniform & Supply Ga	\$ 35,370.00
	3325 100	Uniforms-New Hires	T&T Uniforms, Inc	\$ 58,777.00
	3325 100	Equipment for New Hires	T&T Uniforms, Inc	\$ 112,889.50

Splost 2013

Department	Fund	Description	Payee	Amount
	3325.13	322 Jail Access Road- For the Record	Precision Planning Inc	\$ 4,152.50
	3325.13	322 Public Safety Complex-Feb 25- For the Record	Precision Planning Inc	\$ 81,994.25
	3325.13	322 Public Safety Complex-Mar 25- For the Record	Precision Planning Inc	\$ 88,513.38
	3325.13	322 Engineering Service-Mar 25- For the Record	McCarthy Barnsley II	\$ 2,842,013.25
Jail Bond 2021				
	3325.22	315 Construction Cost- For the Record	Comprehensive Program Services	\$ 60,000.00
	3325.22	315 Install Walk In Cooler WCPSC	F&S Mechanical and Plumbing Service	\$ 46,770.00
	3325.22	315 WCPSC Networking Equipment	Server Supply.Com, Inc	\$ 110,998.00
E-911				
	3800	215 Viper 7 Refresh, Special Construction, First Net Wireless, GIS On Boarding	AT&T	\$ 354,630.00
Animal Control				
	3910	100 Animal Control Website	Multiple Options, Inc.	\$ 26,300.00
RDS & Bridges Splost 2019				
	4220.19	323 Resurfacing Project with Lime-Mill Rd	E.R. Snell Contractor Inc	\$ 35,595.00
	4220.19	323 Resurfacing Project with Lime-Thompson Mill Rd	E.R. Snell Contractor Inc	\$ 101,587.50
	4220.19	323 Resurfacing Project with Lime-McGarity Rd	E.R. Snell Contractor Inc	\$ 248,789.00
Traffic Engineering				
	4270	100 Hodges Rd-Guardrail Replacement	Martin Robbins Fence Co	\$ 35,668.88
Water				
	4446	507 Water and Testing - For the Record	Cornish Creek Water Fund	\$ 175,424.00
	4446	507 Supplies for Meter Installs & Repairs	Delta Municipal Supply Co, Inc.	\$ 61,503.50
	4446	507 2024 Chevrolet 5500 HD	Hardy Chevrolet Pontiac	\$ 78,610.64
	4446	507 Emergency Repair of Door King System	Larry's Fence & Access Control, LLC	\$ 4,016.39
	4446	507 Kubota KS040 Mini Excavator	Lashley Kubota	\$ 71,632.46
Solid Waste Disposal				
	4530	540 Tipping Fees-March	City of Monroe Public Works	\$ 26,487.80
Park Areas				

Department	Fund	Description	Payee	Amount
	6220 100	Rock for Criswell Park Rd/ Felker Park Lot	Heidelberg Materials Southeast AGG	\$ 60,000.00
The Grove 2023				
	6220.23 338	Construction Phase-Mar 25-For the Record	Ascension Program Management, LLC	\$ 7,020.00
	6220.23 338	Construction Phase-Apr 25-For the Record	Ascension Program Management, LLC	\$ 7,020.00
	6220.23 338	Professional Engineering-Mar 25-For the Record	Matrix Engineering Group, Inc.	\$ 8,707.50
	6220.23 338	The Grove Park Utility Inspections-For the Record	Precision Planning, Inc	\$ 1,160.48
	6220.23 338	Custodian & Annual Fees-For the Record	Regions Bank	\$ 2,500.00
HLC Water Treatment Facility				
	504	Professional Engineering-For the Record	Archer Western Construction	\$ 4,412,270.25
	504	Water Treatment Facility Fees-Feb 25-For the Record	Atkinson Ferguson LLC	\$ 70.00
	504	Water Fees & Transmission Mains-Mar 25-For the Record	Atkinson Ferguson LLC	\$ 175.00
	504	Professional Engineering-For the Record	Engineering Strategies Inc	\$ 7,430.00
	504	Professional Engineering - For the Record	Jacob's Engineering	\$ 70,042.45
	504	HLC Management-For the Record	Precision Planning Inc.	\$ 20,977.06
Hard Labor Creek				
	4405 508	Daily monitoring of traps & removal of animals, One time fee-For the Record	Alan D Barton	\$ 2,500.00
	4405 508	HLC O&M-Feb 25-For the Record	Atkinson Ferguson LLC	\$ 52.50
	4405 508	HLC O&M-Mar 25-For the Record	Atkinson Ferguson LLC	\$ 122.50
	4405 508	Woven Wire Field Fence Repairs-For the Record	GroundsMen LLC	\$ 3,600.00
	4405 508	HLC O&M-For the Record	Precision Planning Inc.	\$ 2,548.24
	508	HLC Management-For the Record	Precision Planning Inc.	\$ 810.00
				\$10,892,676.88

Walton County Miscellaneous Surplus

Item 6.3.

Items released as County Surplus Property on the 6th of May, 2025.

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
1	IT	Laser Jet Pro M402n	PHBHD94137,
1	IT	Color LaserJet Enterprise M553	JPBCJDL040
2	IT	HP LaserJet P2055dn	VNB3S35622, VNB3S35996
1	IT	HP LaserJet Pro M402dne	PHB5B53229
1	IT	HP LaserJet Managed E40040	PHBCG45046
1	IT	HP LaserJet Enterprise M507	PHBCN2R03G
4	IT	HP LaserJet 1320	CNHC62534F, CNDC52K0QD, CNRC6BJ60Z, CNFC5544L3
1	IT	HP LaserJet Pro 200 Color M251nw	VNB3C08385
1	IT	HP LaserJet P3015	VNBCB2G31K
1	IT	Canon Image Formula R40	JY344825
1	IT	HP LaserJet Pro P2035n	CNB9T77959
1	IT	Fujitsu fi-5110	fi-5110C
2	IT	Ricoh SP-1130Ne	CLOJH01042, CLOJH00970
2	IT	Epson DS-530	X2HJ089677, X2HJ108794
1	IT	Fujitsu ScanSnap S1500	310091
2	IT	ViewSonic VS15453	V1X174602589, V1X174602600
1	IT	HP Elite display E23i	3CQ5162WLS
5	IT	ViewSonic VS12512	S34104600238, R9R093800012, R9R094700873,
3	IT	ViewSonic VS13513	S4T103102364, S4T103102369, S4T103102355
1	IT	Acer AL1916 C	ETL500B4817010215F396A
1	IT	ViewSonic VS13239	RWS114952735
1	IT	ViewSonic VS17287	VBW201843879
5	IT	ViewSonic VS11422	RBD101700442, RBD101700572, RBD102200342, RBD101700561,
1	IT	Vizio E231-B1	LTTSPXAQ2813239
4	IT	ViewSonic VS14298	STB120520775, STB120520795, STB114600781, STB114600268

Walton County Miscellaneous Surplus

Item 6.3.

Items released as County Surplus Property on the 6th of May, 2025.

1	IT	Acer AL2016W	ETL640C005643104294020
1	IT	ViewSonic VS17287	VBW201843798
1	IT	ViewSonic VS13642	S8A120141342
2	IT	ViewSonic VS11369	QC2092224649, QC2090726794
1	IT	ViewSonic VS15562	TVT1820A0272
1	IT	Dell 1704FPVt	CN-0J6642-71618-55V-AQZ4
1	IT	Canon Image Formula DR-C225 II	JJ3E4671, JJ3B4466
2	IT	Lenovo KB	01FX0ZV, 03XZ
4	IT	Logitech KB	2024MR093668, 2022MR0D3308,
1	IT	Unifi APAC Pro	UAP-AC-PRO
5	IT	HP KB	697737-001, 697737-001, 697737-001, 539130-001,
1	IT		Rev A00
2	IT	HP KB	PHOU, KU-0316
1	IT	HP KB	SK-2885
1	IT	CA speakers	CA-2022R
1	IT	PA speakers	B5351
1	IT	Altec Lansing Speakers	AVS200
5	IT	HP Mouse	
1	IT	Hikvision camera	C33318151
1	IT	Acer mouse	
2	IT	Microsoft KB	7687604776798, 0923400367151
1	IT	inland mouse	
1	IT	inland kb	
9	IT	APC Back-UPS 550	4B1445P45481, 4B1336P15714, 4B1445P45471, 4B2028P62110,
2	IT	APC Back-UPS ES	4B0504P51625, 4B0504P51570
1	IT	HP 2530-8G Switch	CN63FP81D1
1	IT	HP power supply	D11-300N1A

Walton County Miscellaneous Surplus

Item 6.3.

Items released as County Surplus Property on the 6th of May, 2025.

2	IT	HP ProBook 450 G7	5CD019G4RQ, 5CD019G4RQ
1	IT	Toshiba Laptop	79711701Q
1	IT	HP ProBook 640 G4	5CG90434KN
1	IT	HP ProBook 650 G1	5CG5032392
2	IT	HP ProBook 450 G3	5CD7034ZT5, 5CD7034ZX7
1	IT	HP Z book 15u G6	5CG0164DK4
1	IT	HP ProBook 6550b	CNU0390PKH
1	IT	HP ProBook 450 G4	5CD7034ZQ5
1	IT	HP Compaq 6710b	CNU83249WG
1	IT	HP ZBook17 G6	5CD013229S
1	IT	HP Thin Client	684272-002
1	IT	HP Pro 3000 MT	2UA02013JJ
1	IT	HP Pro desk 400 G4 SFF Business PC	MXL9181TXZ
1	IT	HP ProDesk 600 G4 MT	L166068-006 M10
1	IT	HP Advanced Docking Station	
1	IT	HP LaserJet P2035n	
1	Juvenile	Blue/Multi Color Area Rug	
1	Juvenile	Pre Sonus Studio 1824c	SC4M19100026
1	Juvenile	Burgundy Cloth Office Chair w/ arms	
1	Facilities	IN750 Hasler/Neopost Postage Machine	RC 1435002917
1	Finance	IBM Wheelwriter 10	
1	Finance	Lamp	
1	Finance	Fujitsu Fi-5530C2	



VIA EMAIL

Walton County
Melissia Rusk
melissia.rusk@co.walton.ga.us

RE: 2025, dated April 22 (the “Agreement”), by and between CorpCare Associates, Inc., a Georgia corporation (“CorpCare”), and Walton County (the “Company”)

To Whom It May Concern:

This letter is to inform you that CorpCare intends to enter into an agreement with CuraLinc, LLC, a leading provider of services designed to engage and support individuals in their mental health journey, including employee assistance (EAP) programs (“CuraLinc”), pursuant to which CuraLinc will acquire substantially all of the employee assistance program assets (the “EAP Assets”) of CorpCare (the “Transaction”). The Transaction is subject to the negotiation and execution of a definitive agreement and is expected to be signed and closed in April 2025.

As a result of the Transaction, CorpCare will assign to CuraLinc all of its rights, titles, and interests in and to the EAP Assets, including the Agreement. We do not anticipate this change causing any interruption or difference in the service that you have previously experienced.

The provisions of the Agreement require your consent to the assignment of the Agreement to CuraLinc in connection with the Transaction. By signing this letter agreement below, you hereby (1) acknowledge and agree that this letter agreement satisfies all notice requirements of CorpCare under the terms of the Agreement with respect to the Transaction, (2) consent to the assignment of the Agreement that will occur as a result of the Transaction, (3) waive any right of termination, any event of default, and any other rights or remedies under the Agreement, in each case arising out of the Transaction or the acquisition of the EAP Assets, and (4) acknowledge and agree that the Agreement will continue in full force and effect and, except as otherwise expressly provided in this letter, each party’s obligations and duties under the Agreement have not been modified, amended, or otherwise changed. In the event that, for any reason, the Transaction does not occur, the Agreement will remain in full force and effect pursuant to its terms, and neither you, CorpCare nor CuraLinc will have any obligation in respect of your consent and this letter shall automatically terminate and be void.

Please sign this letter where indicated below to acknowledge your consent and return it to CorpCare via the email address or the physical address below.

CorpCare Associates, Inc.
1050 Crown Pointe Parkway, Suite 500
Atlanta, GA 30338
Attention: George Martin
Email: george@corpcareeap.com

If you have any questions regarding this request for consent, please contact me at george@corpcareeap.com. We appreciate your assistance and thank you in advance for your prompt attention to this matter.



Sincerely,

George W. Martin, Jr.
[George W. Martin, Jr.]

Accepted and agreed to by:

Walton County

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



April 18, 2025

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

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

Change Proposal #38 – Alternate Batting Cage Credit

The change proposal below is for a credit from RY to Walton County for the proposed alternate batting cage system. See the attached documentation below for further reference.

Description	Qty	Unit	Unit Price	Total
Alternate Batting Cage Design Credit (RY)	1	LS	(\$10,000.00)	(\$10,000.00)
Total Subcontractor Cost	1	LS		(\$10,000.00)
TOTAL				(\$10,000.00)

If you have any questions or require any additional information, please do not hesitate to contact us at (404) 503-5719 or via email at jvalerio@reevesyoung.com

Sincerely,

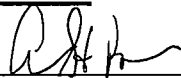
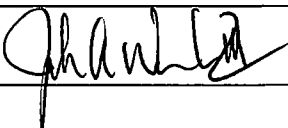
Reeves Young, LLC

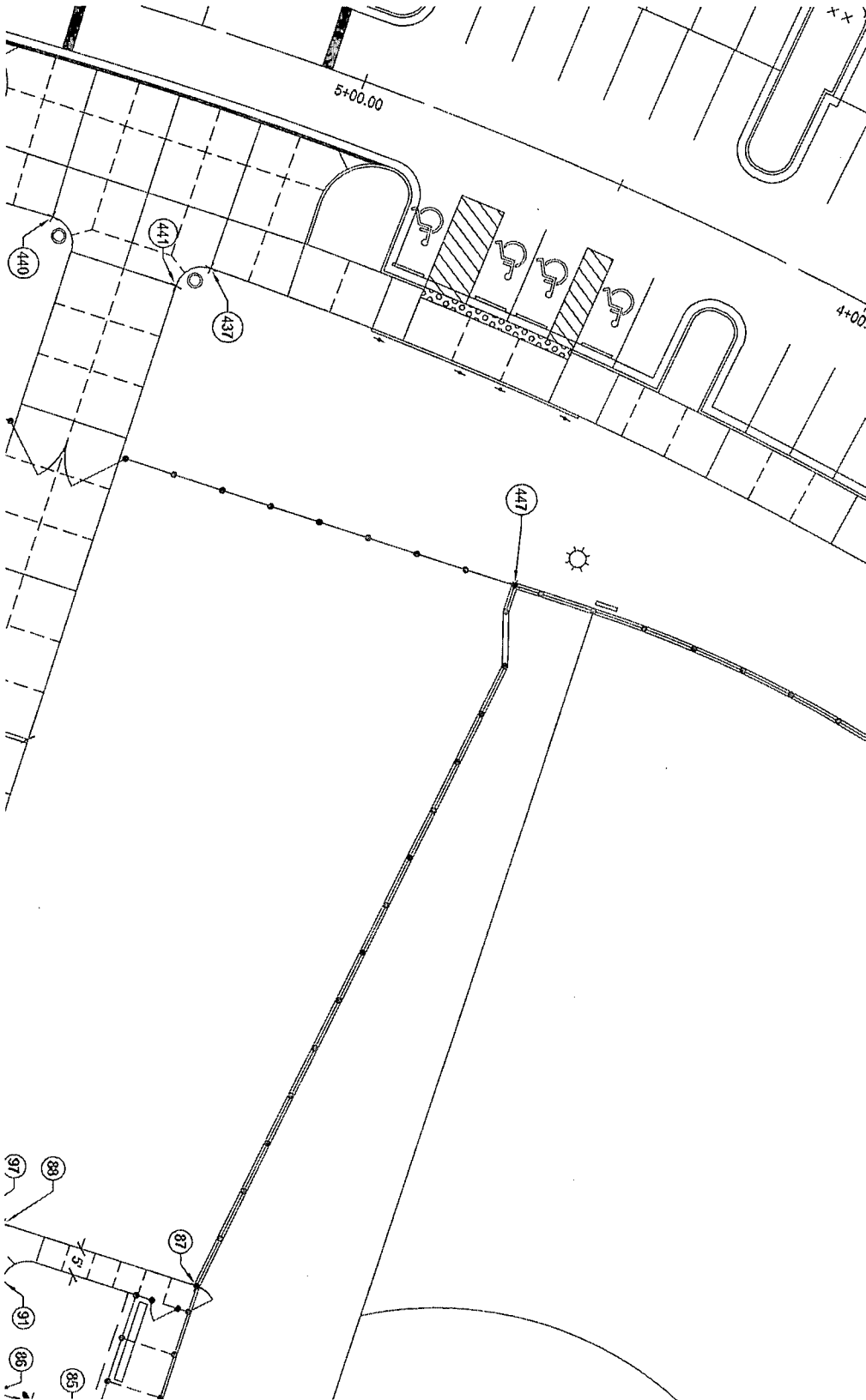
Jose Valerio

Project Engineer

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

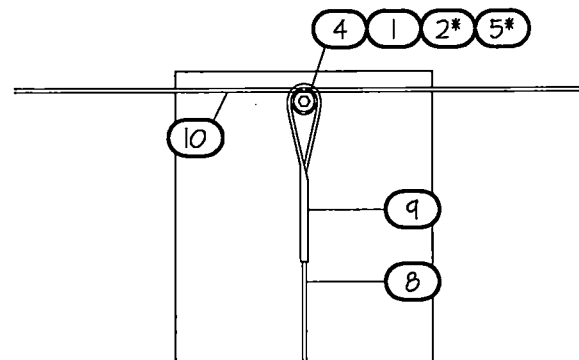
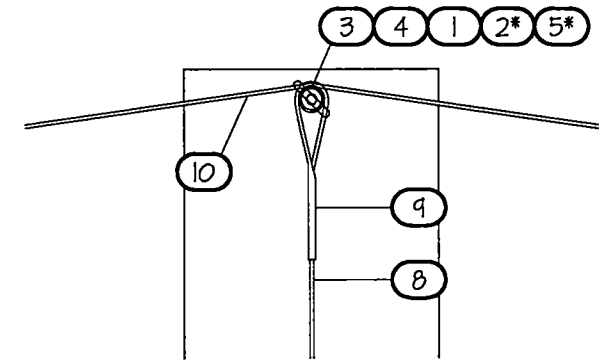
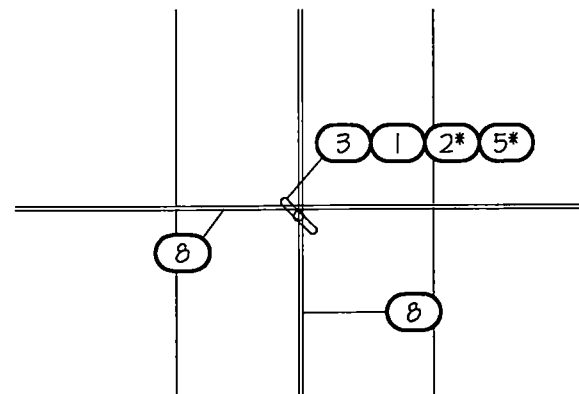
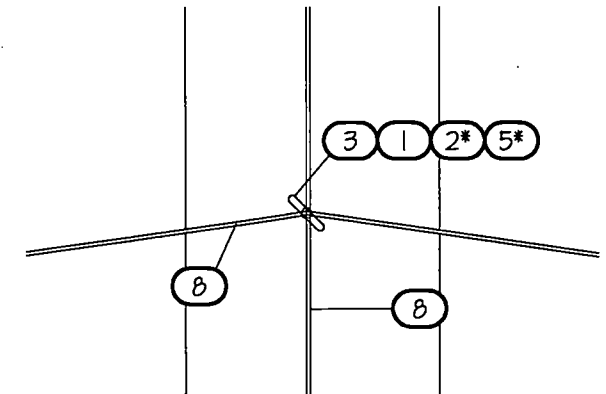
Approval

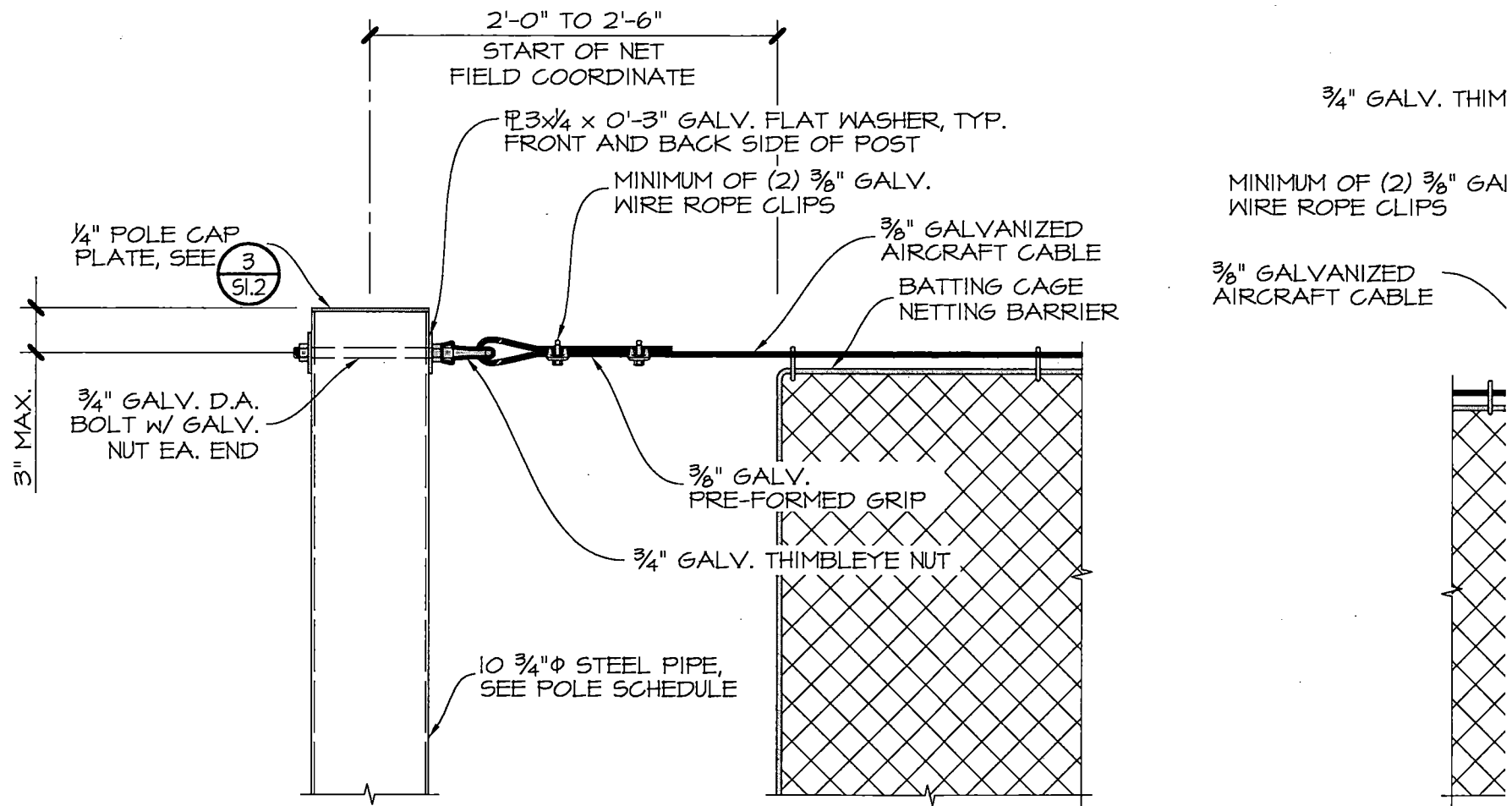
Lose Design (Architect of Record)	Signature: 	Date: <u>4/23/25</u>
Ascension PM (Capital Project Manager)	Signature: <u>Thomas J. Prine</u>	Date: <u>04.23.2025</u>
Walton County	Signature: 	Date: <u>4/28/2025</u>
Reeves Young	Signature: _____	Date: <u>4/21/25</u>



PART SCHEDULE (EQUAL OR EXCEED)

- | | | |
|---|--|--------------------------------|
| (1) $\frac{3}{4}$ " GALV. D.A. BOLT W/ NUT | (4) GALV. DOWN GUY ATTACHMENT | (7) $\frac{5}{16}$ " GALV. PF |
| (2) $\frac{1}{2}$ 3x $\frac{1}{4}$ x 0'-3" GALV. CURVE WASHER | (5) $\frac{3}{4}$ " GALV. SPRING WASHER | (8) $\frac{5}{16}$ " GALV. E.I |
| (3) $\frac{3}{4}$ " GALV. THIMBLEYE NUT | (6) $\frac{5}{16}$ " GALV. E.H.S. STRAND | (9) $\frac{5}{16}$ " GALV. PF |

DETAIL ATOP LINE POLETOP ANGLE POLE**DETAIL B**INTERMEDIATE LINE POLEINTERMEDIATE ANGLE POLE



Walton County The Grove

Change Proposal #13 – Building G Lighting Permit Revisions

General Contractor:

**Reeves Young
45 Peachtree Industrial Boulevard N.W.
Sugar Hill, GA 30518
770-271-1159**



April 4, 2025

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

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

Change Proposal #13 – Building G Permit Lighting Revisions

The following no cost change proposal below is for the lighting revisions made to Building G. Originally, additional light fixtures and emergency lighting were added in the permit revisions, which were expected to have cost implications. However, Lose Design consulted with the Walton County Inspector to explore alternatives that would minimize expenses. As a result, Lose Design issued Revision R6 – Lighting Revisions for Building G, which the electrical contractor confirmed the electrical revisions would not incur any additional costs. See the documentation below for further reference.

Description	Qty	Unit	Unit Price	Total
Building G Revision 6 - Lighting Revisions (Labor & Material – No Cost)	1	LS	\$0.00	\$0.00
Total Subcontractor Cost	1	LS		\$0.00
TOTAL				\$0.00

If you have any questions or require any additional information, please do not hesitate to contact us at (404) 503-5719 or via email at jvalerio@reevesyoung.com

Sincerely,
Reeves Young, LLC
Jose Valerio
Project Engineer

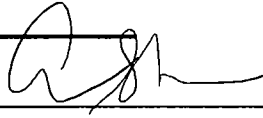
45 Peachtree Industrial Blvd, Suite 200
Sugar Hill, GA 30518

770.271.1159
reevesyoung.com

Approval

Lose Design (Architect of Record)

Signature:



Date:

4/8/25

Ascension PM (Capital Project Manager)

Signature:

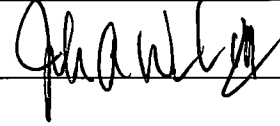
Thomas J. Prine

Date:

04.08.2025

Walton County

Signature:



Date:

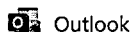
4/28/2025

Reeves Young

Signature:

Date:

04/04/2025



Re: Building G - VE Set Lighting

From Aaron StPierre <astpierre@lose.design>
 Date Mon 3/31/2025 4:28 PM
 To Jose Valerio <jvalerio@reevesyoung.com>; jprine ascension-pm.com <jprine@ascension-pm.com>
 Cc Brantley Williams <bwilliams@reevesyoung.com>; Marco Donjuan <MDonjuan@reevesyoung.com>

1 attachment (411 KB)

E2.1G_updated.pdf;

[Report This Email](#)

Jose,

See attached and let me know if this aligns with what we had previously coordinated. If good then I will issue formally.

Thanks,
 Aaron



Aaron St. Pierre, RLA, ASLA, CID
 Vice President
 Lose Design
 p: 770-338-0017 m: 504-210-5667
 a: 3237 Satellite Blvd., Suite 450
 Duluth, GA 30096
 w: www.lose.design e: astpierre@lose.design

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From: Jose Valerio <jvalerio@reevesyoung.com>
 Sent: Monday, March 24, 2025 5:15 PM
 To: Aaron StPierre <astpierre@lose.design>; jprine ascension-pm.com <jprine@ascension-pm.com>
 Cc: Brantley Williams <bwilliams@reevesyoung.com>; Marco Donjuan <MDonjuan@reevesyoung.com>
 Subject: Fw: Building G - VE Set Lighting

Aaron,

See the emails below between you and Isaiah regarding the Building G Emergency Lighting subject. I believe we need the electrical lighting floor plan (E2.1G) revised to reflect the fixtures being removed and the ones that are staying per code enforcement.

After that, we can proceed with finalizing any costs pertaining to this subject and that will address the open change order #13.

Let me know if you have any questions.

Thank you,

Jose Valerio
 Project Engineer

jvalerio@reevesyoung.com | reevesyoung.com
 T 770.271.1159 | M 404.503.5719
 45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518



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Jose Valerio
Project Engineer

jvalerio@reevesyoung.com | reevesyoung.com
T 770.271.1159 | M 404.503.5719
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

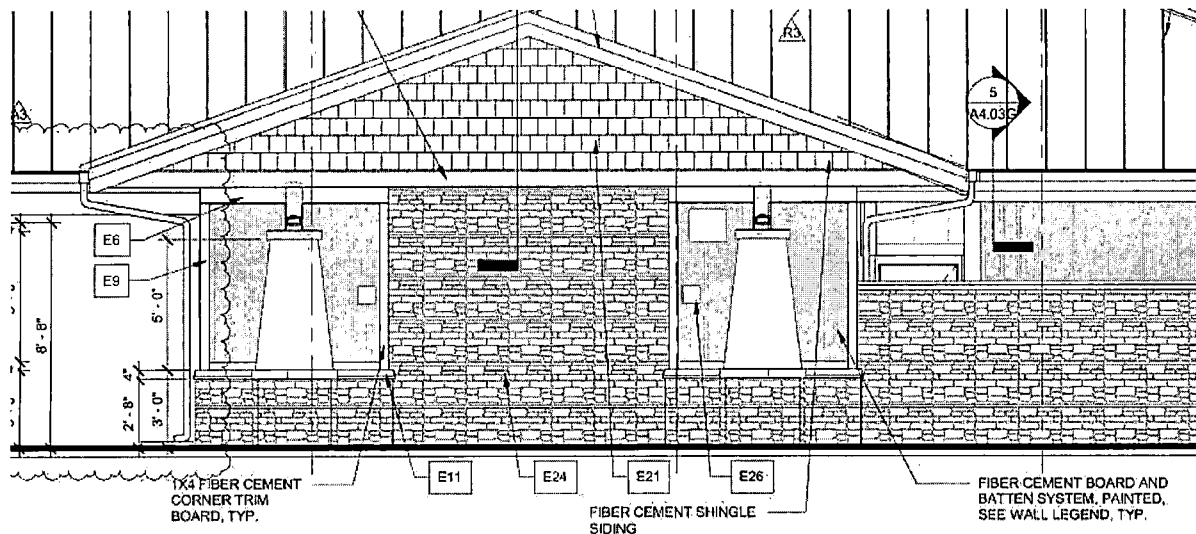


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From: Isaiah Arnold
Sent: Thursday, December 19, 2024 12:36 PM
To: Aaron StPierre <astpierre@lose.design>; jprine ascension-pm.com <jprine@ascension-pm.com>
Cc: Marco Donjuan <MDonjuan@reevesyoung.com>; Brantley Williams <bwilliams@reevesyoung.com>; Jose Valerio <jvalerio@reevesyoung.com>; Landon Parks <lparks@reevesyoung.com>
Subject: RE: Building G - VE Set Lighting

Aaron,

Thanks for taking my call. As discussed, the type of fixture change from OH to OC makes sense looking at architectural condition but I think there is a conflict between structural and the architectural column wrap. The depiction on 1/A3.01G shows what appears to match OC type mounting to a column above the column wrap but structural does not show these members. Without the column members, the wrap doesn't seem necessary. We are looking into this for a formal RFI, but it looks like the best option might be to remove the column wraps/bump out.



ON NORTH ELEVATION



Thomas J. (Jeff) Prine, CCM, LEED AP
 CEO/President
 2990 Summit Lane
 Monroe, Georgia 30655
 Mobile: 404-992-5050
 Email: jprine@ascension-pm.com
 Website: www.ascension-pm.com



From: Aaron StPierre <astpierre@lose.design>
Sent: Wednesday, December 18, 2024 5:03 PM
To: Isaiah Arnold <IArnold@reevesyoung.com>; jprine [ascension-pm.com](mailto:jprine@ascension-pm.com) <jprine@ascension-pm.com>
Cc: Marco Donjuan <MDonjuan@reevesyoung.com>; Brantley Williams <bwilliams@reevesyoung.com>; Jose Valerio <jvalerio@reevesyoung.com>; Landon Parks <lparks@reevesyoung.com>
Subject: Re: Building G - VE Set Lighting

Received. Thank you for pointing this out. Forwarding to electrical engineer and architect to determine why these changes were made.



Aaron St. Pierre, RLA, ASLA, CID
 Vice President
 Lose Design
 We've Moved! Check out our new address-
 p: 770-338-0017 m: 504-210-5667
 a: 3237 Satellite Blvd., Suite 450
 Duluth, GA 30096
 w: www.lose.design e: astpierre@lose.design

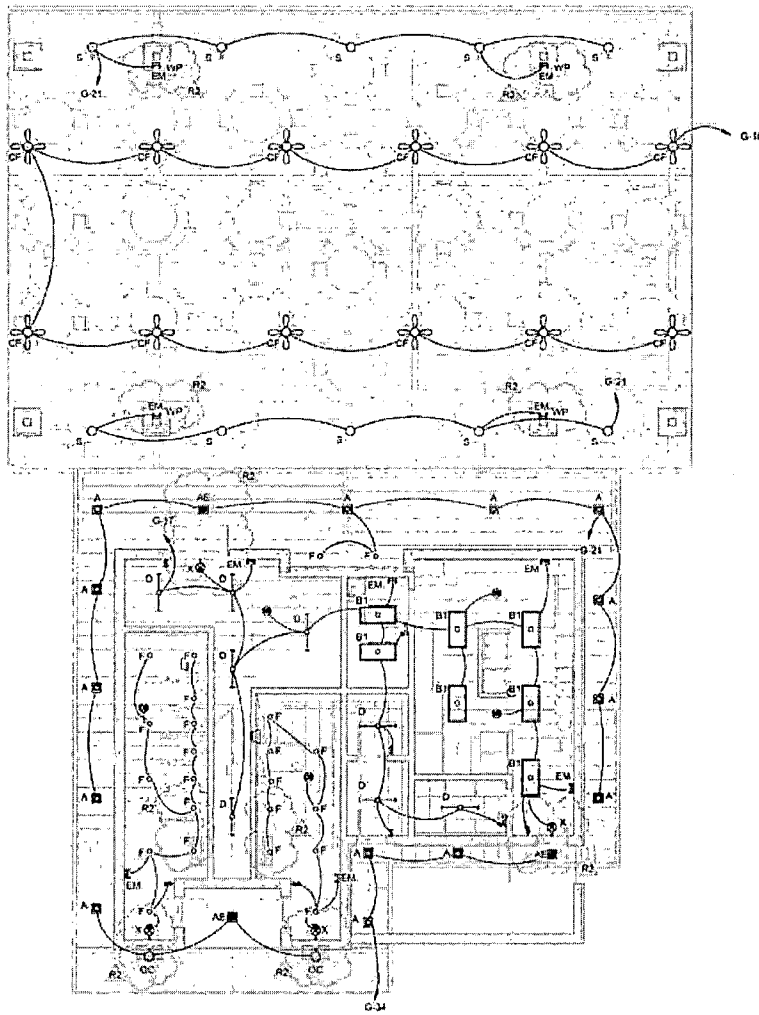
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From: Isaiah Arnold <IArnold@reevesyoung.com>
Sent: Wednesday, December 18, 2024 2:19 PM
To: Aaron StPierre <astpierre@lose.design>; jprine [ascension-pm.com](mailto:jprine@ascension-pm.com) <jprine@ascension-pm.com>
Cc: Marco Donjuan <MDonjuan@reevesyoung.com>; Brantley Williams <bwilliams@reevesyoung.com>; Jose Valerio <jvalerio@reevesyoung.com>; Landon Parks <lparks@reevesyoung.com>
Subject: Building G - VE Set Lighting

Aaron / Jeff,

The VE conformed set for building G and as we confirmed at the last OAC, the bug eyes will remain and needed to be priced. However, I want to point out this set also added type F and X type fixtures in the gang restrooms, swapped some A fixtures for AE fixtures, and swapped OH fixtures for OC type.

I have my sub pricing all this but let me know ASAP if you are going to want to change the lighting due cost impacts.



Isaiah Arnold
Project Manager

iarnold@reevesyoung.com | reevesyoung.com

T 770.271.1159 | M 470.725.0022

45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

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REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made this _____ day of _____, 2025 (the "Effective Date") by and between the **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser") and **DAB PROPERTIES, LLC**, a Georgia limited liability company ("Seller").

Background:

As part of certain right-of-way improvements at Sardis Church Road and H.D. Atha Road (collectively, the "ROW Project") being performed by the County, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the following described tract or parcel of land. In connection therewith, the parties desire to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for the mutual covenants, promises and agreement contained herein and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

Section 1. Purchase Price. In accordance with the terms and conditions of this Agreement, Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Purchaser, the Property and Easements (hereinafter defined). The purchase price for said Property and Easements shall be Thirteen Thousand Two Hundred Ninety-Six and 00/100ths Dollars (\$13,296.00) (the "Purchase Price"). On the Closing Date (as hereinafter defined), Purchaser will pay the Purchase Price to the Seller in cash or other immediately available funds.

Section 2. Earnest Money. Within five (5) days of the Effective Date, Purchaser shall deposit in escrow with Charles M. Ferguson, Jr., Esq., Atkinson Ferguson, LLC, 118 Court Street, Monroe, Georgia 30655 (the "Escrow Agent") the sum of One Hundred and No/100 Dollars (\$100.00) (the "Earnest Money"). All Earnest Money shall be applied against the Purchase Price to be paid at the Closing. If the transaction contemplated herein is not closed, Escrow Agent shall refund the Earnest Money to Purchaser less the sum of \$10.00 paid to Seller in consideration of Seller's execution of this Agreement.

Section 3. Property. At Closing (hereinafter defined), Seller shall grant, bargain, sell and convey unto Purchaser in fee simple the following described tracts of land situated in Walton County, Georgia, together with all easements, rights of way, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of such land, including, without limitation, all right and title (if any) to all land underlying roadways adjacent to such land, and all mineral and other subsurface rights (herein collectively referred to as the "Property") to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 43, 4th Land District, Walton County, Georgia and being shown as "R/W Dedication (Variable Width)", containing 0.209 acres (9,093 sq. ft.) on that certain plat of survey prepared for Walton County by Precision Planning, Inc., dated 11/27/2024, which plat is attached hereto as Exhibit "A" and incorporated herein by reference for a more complete description of the Property.

Section 4. Easements. At Closing (hereinafter defined), Seller shall grant, bargain, sell and convey unto Purchaser the following easements (all such easements described in this Section 4, collectively, the "Easements") over the following described tracts of land situated in Walton County, Georgia.

4.1 Drainage Easement.

4.1.1 *Drainage Easement Land.* At Closing (hereinafter defined), Seller shall grant, bargain, sell and convey unto Purchaser a permanent and perpetual easement for the purposes and uses hereinafter set forth (the "Drainage Easement"), over, under, through and across the following described tracts of land situated in Walton County, Georgia (herein collectively referred to as the "Drainage Easement Land") to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 43, 4th Land District, Walton County, Georgia and being shown as "20' Drainage Easement", containing 0.014 acres (605 sq. ft.) on that certain plat of survey prepared for Walton County by Precision Planning, Inc., dated 11/27/2024, which plat is attached hereto as Exhibit "A" and incorporated herein by reference for a more complete description of the Drainage Easement Land.

4.1.2 *Purposes and Uses on Drainage Easement Land.* The Drainage Easement over, under, through and across the Drainage Easement Land is granted to Purchaser for drainage, flow and discharge of surface and stormwater from the rights-of-way of Sardis Church Road and H.D. Atha Road.

4.2 Temporary Construction Easement.

4.2.1 *Temporary Easement Land.* At Closing (hereinafter defined), Seller shall grant, bargain, sell and convey unto Purchaser a temporary easement for the purposes and uses hereinafter set forth (the "Temporary Construction Easement"), over, under, through and across the following described tracts of land situated in Walton County, Georgia (herein collectively referred to as the "Temporary Easement Land") to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 43, 4th Land District, Walton County, Georgia and being shown as "Temporary Construction Easement (Variable Width)", containing 0.250 acres (10,896 sq. ft.) on that certain plat of survey prepared for Walton County by Precision Planning, Inc., dated 11/27/2024, which plat is attached hereto as Exhibit "A" and incorporated herein by reference for a more complete description of the Temporary Easement Land.

4.2.2 *Purposes and Uses on Temporary Easement Land.* The Temporary Construction Easement over, under, through and across the Temporary Easement Land is granted to Purchaser for the construction and installation of right-of-way and drainage improvements and slopes and swales in connection with the ROW Project. The Temporary Construction Easement shall terminate without further action by Seller or Purchaser on that date which is the earlier of: (i) completion of construction and installation of the ROW Project, or (ii) three (3) years following the date hereof.

4.3 *General Easement Provisions.* The Drainage Easement Land and Temporary Easement Land may herein be collectively referred to as the "Easement Land". The Easements shall be specifically referenced in all further conveyances of the Easement Land. The foregoing grant and conveyance of the Easements shall include, without limitation, the right of Purchaser to access the Easement Land and make reasonable inspections of the Easement Land.

Section 5. Survey. Purchaser has obtained, at Purchaser's expense, an accurate survey of the Property and Easements by a surveyor registered under the laws of the State of Georgia, which survey shows the number of acres contained in the Property and the Easements to the nearest one thousandth (1/1000th) of an acre (such survey, the "Survey"). The Survey is referenced in the descriptions of the Property and Easements in Sections 3 and 4 above, and such Survey is attached hereto as Exhibit "A" and incorporated herein by reference. The legal description of the Property and Easements appearing in the Warranty Deed and easement instrument used to consummate this sale shall be drawn in conformity with the Survey.

Section 6. Title and Seller Cooperation.

6.1 Title. Purchaser shall have until Closing (hereinafter defined) to examine title to the Property and Easement Land and to furnish Seller with a written statement of objections ("Objection"), if any, other than (i) liens for ad valorem taxes not yet due and payable; and (ii) such other matters as are approved by Purchaser (collectively the "Permitted Exceptions"). Should Purchaser fail to notify Seller of any such Objection to title to the Property and Easement Land prior to Closing, Purchaser shall be deemed to have waived such omitted Objections to title to the Property and Easement Land, existing as of the date for such notification. Seller shall make a good faith effort to attempt to cure any defects and objections so specified by Purchaser as provided above, and if such defects and objections are not satisfied by the Closing Date, then Purchaser shall have the following options: if such defects or objections shall arise for any reason, (1) Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller, whereupon Seller shall immediately return to Purchaser the Earnest Money and this Agreement shall terminate, and except as expressly provided to the contrary in this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement, or (2) Purchaser shall have the right to accept title to the Property and Easement Land subject to such defect or obligation with no reduction in the Purchase Price; or (3) Purchaser shall have the right to cure or cause to be removed such Objection and any sum spent in satisfaction thereof shall be offset against the Purchase Price.

6.2 Seller Cooperation. Within ten (10) days after the Effective Date Seller shall furnish to Purchaser photocopies of all title policies, surveys and title exceptions applicable to the Property and Easement Land, together with copies of all documents, instruments, plats, surveys and/or reports relative to the Property and Easement Land, within Seller's possession. Further, if the Property and Easement Land are subject to a deed to secure debt or mortgage, Seller shall use its best efforts in communicating and timely obtaining (and facilitating Purchaser's communication and timely obtaining) from Seller's lender (or any other person and entity having a security deed or monetary lien against the Property or Easement Land) of the payoff amounts and releases in order to assure the Property and Easements are conveyed to Purchaser free and clear of such deeds to secure debt, mortgages and liens. It is expressly acknowledged and agreed that such payoff amounts and releases are a condition precedent to Closing (hereinafter defined), and Purchaser shall have the option of (i) extending the applicable Closing Date (hereinafter defined) in order to obtain such payoff amounts and releases, or (ii) terminating this Agreement and receiving a refund if the Earnest Money.

Section 7. Access and Inspection. Purchaser shall have the right and privilege of going upon the Property and Easement Land during normal business hours with Purchaser's agents, representatives, or designees to inspect, examine, survey, and make test borings, soil bearing tests, and any other soil or engineering tests or surveys which Purchaser may deem necessary. Purchaser shall hold Seller harmless from and against any and all liens which arise as a result of Purchaser's activities on the Property and Easement Land and against any and all claims for damage to properties arising out of or as a result of the activities of Purchaser or of Purchaser's agents, representatives, or designees pursuant to the provisions of this Section.

Section 8. Closing. The purchase and sale of the Property and grant of Easements (the "Closing") shall be at the offices of Purchaser's counsel, 118 Court Street, Monroe, Georgia 30655, on or before that date which is ninety (90) days following the Effective Date (the "Closing Date"). Notwithstanding the foregoing, Purchaser shall be entitled to three (3) thirty (30) day extensions of the Closing Date, if necessary to accommodate clearing matters of title or other issues related to the Property, by notification to that effect to Seller.

8.1 Closing Procedure. On the Closing Date, the Closing shall occur as follows, subject to satisfaction of all terms and conditions of this Agreement:

8.1.1 Purchaser's Closing Deliveries. On or before the Closing Date, Purchaser shall execute, deliver and provide to Purchaser's counsel the following:

(a) *Purchase Price.* The Purchase Price (payable to Seller as set forth in Section 1 hereof), less a credit for the Earnest Money.

(b) *Additional Documents.* Any additional documents as may be reasonably required by Purchaser's counsel to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement.

8.1.2 Seller's Closing Deliveries. On or before the Closing Date, Seller shall execute, deliver and provide to Purchaser's counsel the following:

(a) *Warranty Deed.* A general warranty deed executed and acknowledged by Seller conveying Seller's title to the Property, subject only to the Permitted Exceptions.

(b) *Easement Agreement.* An easement agreement executed and acknowledged by Seller granting the Easements, in such form as reasonably approved by Purchaser.

(c) *Additional Documents.* Any additional documents as may be reasonably required by Purchaser's counsel to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement, owner's affidavit, 1099 form, non-foreign status affidavit, reaffirmation of Seller representations and warranties, affidavit of residency, indebtedness cancellations/releases, and, if applicable, such corporate resolutions or consents to validly consummate the sale herein contemplated.

(d) *Possession.* Seller shall deliver exclusive possession of the Property to Purchaser free and clear of the rights or claims of possession of all parties, and subject only to the Permitted Exceptions.

8.2 Closing Costs. Seller shall pay all costs of Seller's attorney's fees (if any). Purchaser shall pay all costs of: (i) title examination and related charges, (ii) Survey, (iii) all recording charges, (iv) Purchaser's attorney's fees, and (iv) all other closing costs incurred by Purchaser.

8.3 Taxes and Prorations. All ad valorem property taxes affecting the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller, as of the Closing Date. In the event that the bill for ad valorem taxes is not available at the time of the Closing, the proration shall be based upon the tax bill for the immediately preceding year. In the event that upon the availability of tax information for the calendar year of the Closing this proration has resulted in a malapportionment of ad valorem taxes, Seller and Purchaser agree to reprorate on a fair and equitable basis following receipt of the ad valorem tax bill for the year of Closing, with any deficiency being paid following written notice from the claiming party to the other. Seller shall be obligated to pay, at Closing (to be deducted from the Purchase Price), any past due or delinquent taxes applicable to the Property for any periods prior to the year of Closing.

Section 9. Notice. Unless otherwise provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth next to each party's signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by e-mail, with written confirmation by a nationally recognized overnight courier sent no later than the two (2) business days following the email, in which case notice shall be deemed delivered upon the date of the email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by e-mail or personal delivery and delivered after 5:00 p.m. central time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or e-mail address shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Any notice to any party may be given by such party's counsel.

Section 10. Casualty, Condemnation and Hazardous Waste. If prior to the Closing, any material portion of the Property or Easement Land is (i) damaged or destroyed by fire or other casualty, (ii) subject to a bona fide threat of condemnation, or (iii) affected by any hazardous substance, Purchaser shall have the right, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and all Earnest Money shall be returned to Purchaser; or (ii) close the sale contemplated herein Seller shall, at the Closing, assign, transfer and set over unto Purchaser all of Seller's right, title and interest in and to any insurance proceeds or any awards paid or payable for such damage, destruction or taking.

Section 11. Covenants and Warranties of Seller. Seller covenants, represents and warrants to Purchaser as following:

11.1 At Closing, Seller shall have good, marketable and insurable title to the Property and Easement Land subject only to the Permitted Exceptions, and Seller agrees to convey the Property and Easements as provided herein. The Property and Easement Land are not subject to any leases nor to the claims of any tenants in possession.

11.2 Seller has the right, power and authority to enter into this Agreement and to consummate the sale in accordance with the terms and conditions hereof, each signatory of Seller is of majority age and competent to execute, deliver and perform this Agreement, and shall give such evidence thereof as may be reasonably required by Purchaser's counsel.

11.3 At the time of Closing, the Property and Easement Land will be free of any liens, security interests, encumbrances or other restrictions except for the Permitted Exceptions.

11.4 From the Effective Date through the Closing Date, Seller shall not subsequently sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property or Easement Land (or any part thereof or any interest or estate therein), or consent to any of the foregoing, or enter into, apply for or consent to any zoning, land use, or development restriction relating to the Property and Easement Land or any part thereof except as approved in writing by Purchaser, such approval to be granted or withheld in Purchaser's sole and absolute discretion.

11.5 Seller has complied with all applicable environmental laws regulating hazardous, radioactive, toxic, carcinogenic and other undesirable materials. No areas on the Property and Easement Land exist where hazardous substances or waste have been generated, disposed of, released or found and Seller has no knowledge of the existence of any areas for the storage or disposal of any hazardous substance or waste on the Property and Easement Land. There are no storage tanks located on the Property and Easement Land, either above or below ground, and the Property and Easement Land previously has not been used as a landfill or as a dump for garbage or refuse.

11.6 No person, firm or entity, except as set forth herein, has any rights in or to acquire the Property or Easement Land or any part thereof (including, without limitation, timber rights), and, with the exception of this Agreement, there is no agreement of any kind or nature affecting the Property and Easement Land. Seller shall not remove, nor permit the removal, of any timber from the Property and Easement Land.

11.7 Seller covenants and agrees that Seller will not cause any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date.

Section 12. Assignment. Neither party shall be permitted to assign this Agreement without the other party's prior written consent.

Section 13. Brokerage. Purchaser and Seller represent to each other that neither party has engaged or used a real estate broker in connection with this transaction. Seller shall indemnify and hold Purchaser harmless against all liability, loss, cost, damage and expense (including, without limitation, attorney's fees and costs of litigation) Purchaser shall suffer or incur because of any claim of any broker or agent, whether or not meritorious, for any fee, commission or other compensation with respect to the Closing contemplated herein. This provision shall survive the Closing or any termination of this Agreement.

Section 14. Default.

14.1 *Purchaser's Default.* If the transaction contemplated herein is not consummated because of a default of Purchaser under the terms of this Agreement, Seller shall be entitled to the Earnest Money as liquidated damages and in full settlement of any claims or damages. It is hereby agreed that, without resale, Seller's damages may be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

14.2 *Seller's Default.* If the transaction contemplated herein is not consummated because of a default on the part of Seller, the Earnest Money shall be refunded to Purchaser by Escrow Agent upon demand, without prejudice to any other rights or remedies of Purchaser at law or in equity, including without limitation, the right to seek specific performance of this Agreement.

Section 15. General Provisions.

15.1 *Time of Essence.* Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. eastern of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. eastern of the next full business day. All periods of time shall be based on calendar days.

15.2 *Governing Law.* This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

15.3 *Entire Agreement; Modification.* This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and Easements and contains the sole and entire understanding between Seller and Purchaser with respect to the Property and Easements. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement.

15.4 *Captions.* All captions, headings, Section, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

15.5 *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15.6 *Post-Closing.* Seller hereby acknowledges and agrees that, following Closing, Purchaser shall use or make disposition of all real property or easements acquired from Seller in any manner Purchaser deems to be the best advantage to Purchaser as determined in Purchaser's sole and absolute discretion. This Section shall survive Closing.

15.7 *Survival of Provisions.* All covenants, warranties and agreements set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

15.8 *Severability.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 16. Escrow Agent. The parties hereto agree that Escrow Agent shall hold the Earnest Money in escrow in accordance with the terms hereof; provided, however, that Escrow Agent shall not be liable in any way to Seller or Purchaser for any action taken in good faith pursuant to the terms hereof, and further provided that Seller and Purchaser shall hold Escrow Agent harmless from and against all costs, penalties, expenses, liabilities and charges, including reasonable attorney's fees incurred by Escrow Agent or imposed upon him in connection with any proceeding in which he may become a party, or in which he may become involved by reason of his holding the Earnest Money except in such cases in which Escrow Agent is found by a court or law to have been guilty of bad faith in executing the terms hereof, and provided further that in the event of controversy concerning the delivery of the Earnest Money pursuant to this Agreement, Escrow Agent shall be entitled to turn over the Earnest Money to the Superior Court of Walton County and Escrow Agent shall thereafter be discharged from all responsibilities as Escrow Agent under this Agreement. Notwithstanding its duties as escrow agent, Escrow Agent named herein shall have the right to represent Purchaser in connection with this Agreement, including, without limitation, the right to represent Purchaser in any litigation arising in connection herewith.

Section 17. Offer; BOC Approval. This Agreement shall constitute an offer by Purchaser to Seller open for acceptance by Seller until 5:00 P.M. EST on the ____ day of _____, 2025, by which time two (2) unaltered PDF counterparts of this Agreement duly executed by Seller, must have been actually received by Purchaser. If such written acceptance is not so received, this Agreement, unless the period for acceptance is extended in writing by Purchaser, shall be deemed withdrawn and of no further force and effect. Further, Purchaser's obligations under this Agreement are expressly subject to and conditioned upon formal approval of this Agreement by the Board of Commissioners of Walton County, Georgia at a duly called meeting.

Section 18. Special Stipulations.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement as of the Effective Date.

Address of Seller for notices:

DAB Properties, LLC

550 Mountain Trail
Monroe, GA 30655
 Email: buddyjohnson@att.net

SELLER:

DAB PROPERTIES, LLC, a Georgia limited liability company

By: Buddy Johnson (Seal)

Name: Buddy R. Johnson

Title: President/owner

Date: April 01, 2025

Address of Purchaser for notices:

Walton County, Georgia

Attn: County Manager

111 S. Broad Street

Monroe, Georgia 30655

Email: john.ward@co.walton.ga.us

PURCHASER:

WATLON COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Board of Commissioners of Walton County, Georgia

By: _____
 David Thompson
 Chairman

Attest: _____
 Rhonda Hawk
 County Clerk

With a copy to:

Charles M. Ferguson, Jr., Esq.

Atkinson Ferguson, LLC

118 Court Street

Monroe, Georgia 30655

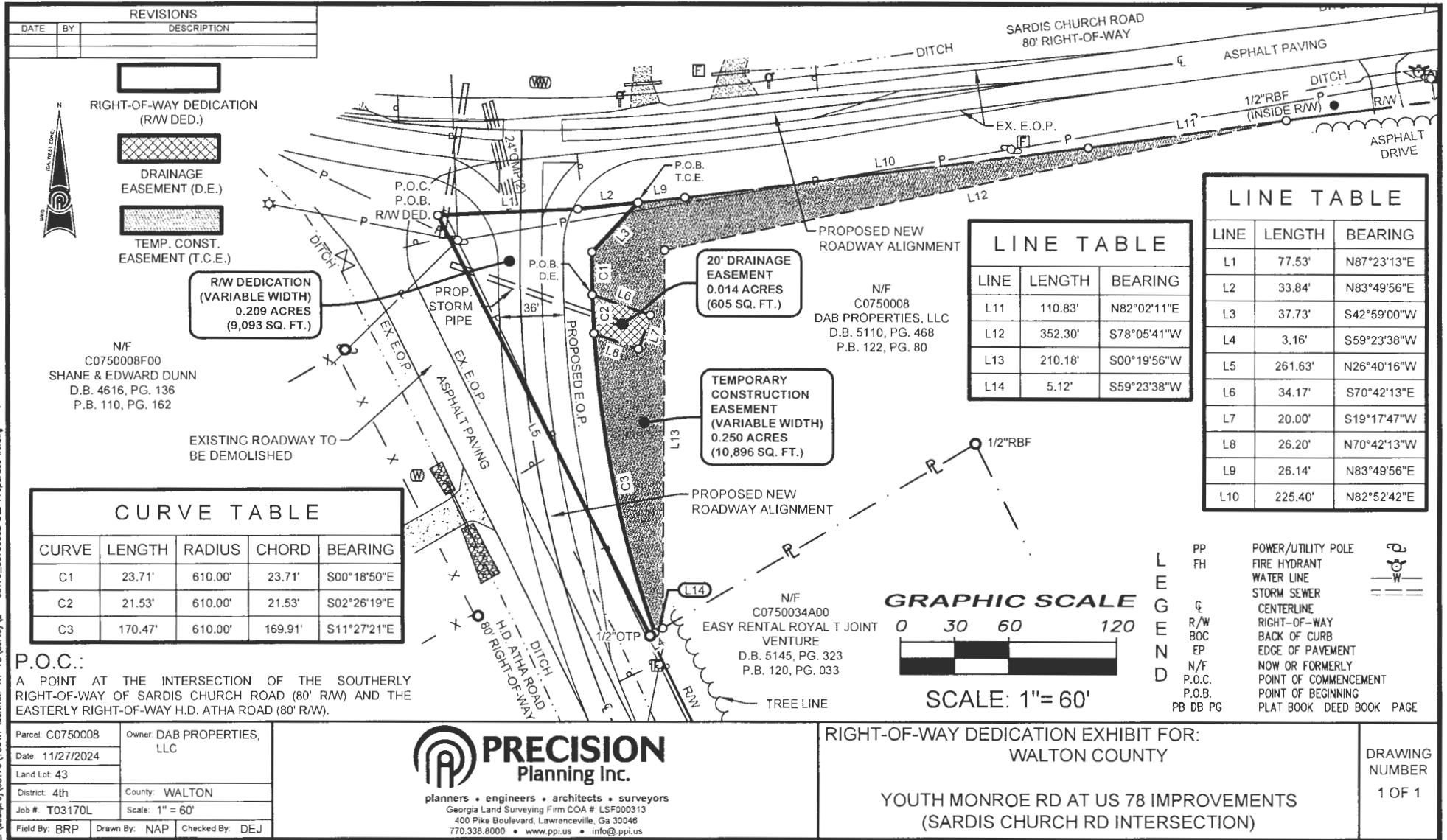
Email: cferguson@atkinsonferguson.com

[COUNTY SEAL]

Date: _____, 2025

Exhibit "A"

[Survey attached]



STATE OF GEORGIA

WALTON COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF WEST WALTON PARK

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of this ____ 6th day of May by and between WALTON COUNTY, GEORGIA, (the "County") and the CITY OF LOGANVILLE, GEORGIA, (the "City"), both political subdivisions of the state of Georgia, provides as follows:

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County and the City to contract for a period not to exceed 50 years; and

WHEREAS, the City wishes to hold its Independence Celebration at the West Walton Park on June 28, 2025; and

WHEREAS, the County agrees to let the City hold its Independence Celebration ("the event") at the West Walton Park on June 28, 2025, subject to terms and conditions described herein.

NOW THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the value and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

ARTICLE 1.
USE OF PROPERTY

1.

The County gives permission to the City to use the West Walton Park for the event on June 28, 2025.

2.

The County gives permission to the City to use the West Walton Park parking lot for launching of fireworks by Pyrotecnico for the event. The County agrees that the City may close the entrance to West Walton Park on Twin Lakes Drive in order to facilitate the launching of fireworks at the event.

3.

The County gives the City permission to set up inflatable(s) on the lower football fields of West Walton Park ("the fields") for the event.

4.

The County gives permission for attendees of the event to set up blankets and chairs on the fields during the event.

5.

The County agrees that the City shall have control of the lights on the fields before, during, and after the event.

6.

The City agrees to clean up any debris from the fireworks and/or trash in the areas used during the event by 2:00 pm on Monday, June 30, 2025.

ARTICLE 2.

COUNTY LOGO

7.

The County logo will be included on all City-produced promotional material for the event.

8.

The City will provide a limited amount of parking passes to the County for the event.

ARTICLE 3.

INSURANCE

9.

The City previously provided to the County proof of insurance held by Pyrotecnico which provides coverage to the parties for Pyrotecnico's launching of fireworks during the event.

10.

The City maintains event insurance which may provide coverage for the event. Proof of this insurance is available upon request.

ARTICLE 4.

GOVERNING LAW

11.

This Intergovernmental Agreement is being made in Georgia and shall be construed and enforced in accordance with the laws of that State.

ARTICLES.

ENTIRE AGREEMENT

12.

This Intergovernmental Agreement constitutes the entire agreement among the parties as to the subject matter hereof and may not be modified, altered or amended except by mutual consent of the parties in writing.

ARTICLE 6.

NOTICES

13.

All notices hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as follows:

(a) If to the County:

(b) If to the City:

City of Loganville
4303 Lawrenceville Road
Loganville, Georgia 30052
Attention: City Manager,
Danny Roberts
with a copy to:

Rosenthal Wright
110 Court Street
PO Box 926
Monroe, GA 30655
Attn: Paul Rosenthal

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

ARTICLE 7.**WAIVER OF BREACH**

14.

The waiver of a breach of any provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach.

ARTICLE 8.**ASSIGNMENT**

15.

This Intergovernmental Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Intergovernmental Agreement may not be assigned except by mutual consent of the parties in writing.

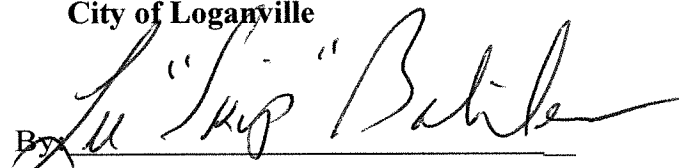
ARTICLE 9.**SEVERABILITY**

16.

Should any provision of this Intergovernmental Agreement be unlawful, invalid or void, the remainder of this Intergovernmental Agreement shall remain effective and be enforced to the greatest extent permitted by law to accomplish the purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers and their seals to be affixed, all as of the date first above written.

City of Loganville

By 
Mayor

ATTEST: _____

City Manager

[Intergovernmental Agreement Signature Page of the City]

WALTON COUNTY

By: _____
Chairperson

ATTEST: _____
Secretary

[Intergovernmental Agreement Signature Page of the County]



SHERIFF KEITH BROOKS
WALTON COUNTY SHERIFF'S OFFICE
1425 South Madison Avenue, Monroe, Georgia 30655
Office (770) 267-6557
Fax (770) 267-1500



April 28, 2025

To: John Ward and Rhonda Hawk

Reference: Budget Amendment Request for New Facility Personnel, Uniforms and Equipment

Please see the attached documents to support the cost of requesting 25 additional Detention Officer Positions for the new jail for the current FY25 budget.

This includes the following:

- | | |
|----------------------------------|-----------------|
| • Loaded Labor Rate for salaries | \$ 2,013,176.00 |
| • Uniforms/Stab vests | \$ 58,200.00 |
| • Small Equipment | \$ 17,862.50 |

Totals	\$ 2,089,238.50
---------------	------------------------

A handwritten signature in blue ink, appearing to be "KB", written over a horizontal line.

Sheriff Keith Brooks

Loaded Labor Rate - 2184 Annual Working Hours

Walton County Sheriff's Office - Jail

Job Title : Detention Officer

Pay Grade: 14, Step: 1

Description	Cost
Salary	\$48,707.12
FICA	3,019.84
MEDICARE (1.45% of Salary)	706.25
Work Comp (3.60% of Salary)	1,753.46
Unemployment Insurance (.17% of Salary)	82.80
Insurance (Family)	22,361.00
NEW 401-A Retirement (5% of Salary)	2,435.36
NEW 401-A Retirement (3% Additional Match)	1,461.21
Total	\$80,527.04

Requesting x 25 =	\$2,013,176.00	
(53.1700 - Uniform and Stab Vest) x 25 =	\$58,200.00	(see attached)
(53.1600 - Small Equipment) x 25 =	\$17,862.50	(see attached)

Total Requesting : \$2,089,238.50

** The above calculations are estimates only and may not represent actual final totals.

Correction Officer Uniform quote- for 1 employee - 53.1706

ITEM	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
F5341	Propper ICE polo w/ left chest Emb -short sleeve	3	\$4.00	\$162.00
F5315	Propper ICE polo w/ left chest Emb -long sleeve	3	\$7.00	\$171.00
F52944	Khaki Kinetic BDU pant	3	\$53.00	\$159.00
S185	Gerber softshell Brown with 3 patches	1	\$130.00	\$130.00
TR960Z	Belleville Boot	1	\$139.00	\$139.00
Name Tag	Name Tag w/ Velcro	1	\$12.00	\$12.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub Total				\$773.00
SALES TAX	IF NOT EXEMPT		0.00	0%
SUB TOTAL				\$773.00
SHIPPING	IF SHIPPING COST REQUESTED			\$25.00
GRAND TOTAL				\$798.00

Survival Armor quote

VEST - 53,1700

ITEM	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
BII2S-2 & Raid 7 Molle	BII2S-2, 1 carrier, 5x8 STP, Raid7 MOLLE, with ID flaps, no pockets	1	1,500.00	\$1,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub Total				\$1,500.00
SALES TAX	IF NOT EXEMPT		0.00	\$0.00
SUB TOTAL				\$1,500.00
SHIPPING	IF SHIPPING COST REQUESTED			\$30.00
GRAND TOTAL				\$1,530.00

Correction Officer Equipment quote- for 1 employee - 53.1600

- 53.1600

ITEM	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
Z9 Radio Holder	Basket Weave belt or molle	1	60.00	\$60.00
5999BW	Inner Belt	1	29.00	\$29.00
8004BW	Duty Belt	1	73.50	\$73.50
190H-4HS	HC Pouch BW	2	50.00	\$100.00
38-48HS	OC BW pouch	1	37.00	\$37.00
KC-B	Key Holder	1	7.00	\$7.00
62-4-4HS	Belt Keeper 4pk.	1	24.00	\$24.00
33-4V	Glove Pouch	1	29.00	\$29.00
831-L-BW	Open Strion Holder - BW	1	22.00	\$22.00
PC4710	Peerless Chain cuffs	1	36.00	\$36.00
PC-4801C	Peerless Hinged cuff	1	53.00	\$53.00
5200300-C	MK 4 OC cone	1	24.00	\$24.00
PTHCK-12C	HC Key	1	7.00	\$7.00
74304	Strion LED w/ DC	1	152.00	\$152.00
NAR30-0001	Tourniquet	1	36.00	\$36.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub Total				\$689.50
SALES TAX	IF NOT EXEMPT		0.00	0%
SUB TOTAL				\$689.50
SHIPPING	IF SHIPPING COST REQUESTED			\$25.00
GRAND TOTAL				\$714.50



SHERIFF KEITH BROOKS
WALTON COUNTY SHERIFF'S OFFICE
1425 South Madison Avenue, Monroe, Georgia 30655
Office (770) 267-6557
Fax (770) 267-1500



April 28, 2025

To: John Ward and Rhonda Hawk

Reference: Budget Amendment Request for New Vehicles

Please see the attached documents to support the cost of requesting 2 additional vehicles on the current FY25 budget by transferring \$77,000.00 in Equipment account (54.2500) to the Vehicles account (54.2200).

A handwritten signature in blue ink, appearing to be "KB", written over a horizontal line.

Sheriff Keith Brooks



Date: **04/25/2025 10:36 AM**
 Salesperson: **David Gunter**
 Manager: **David Gunter**

FOR INTERNAL USE ONLY

BUSINESS NAME WALTON COUNTY BD OF COMMISSIONERS **Home Phone:** _____
CONTACT _____
Address: 303 S HAMMOND DR STE 330
MONROE, GA 30655 **Work Phone:** (770) 267-1434
WALTON
E-Mail: SCOTT.WHISNANT@CO.WALTON.GA.US **Cell Phone:** _____

VEHICLE

Stock #: SGA91292 **New / Used:** New **VIN:** 1FMUK7DH5SGA91292 **Mileage:** 1
Vehicle: 2025 Ford Explorer **Color:** Black Metallic
Type: Active 4dr 4x2 K7D

TRADE IN

Payoff: _____ **VIN:** _____ **Mileage:** _____
Vehicle: _____ **Color:** _____
Type: _____

Selling Price	38,604.00
Discount	1,611.00
Adjusted Price	36,993.00
Total Purchase	36,993.00
Trade Allowance	
Trade Difference	
Trade Payoff	
Cash Deposit	
Balance	36,993.00

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Date: **04/25/2025 10:38 AM**
 Salesperson: **David Gunter**
 Manager: **David Gunter**

FOR INTERNAL USE ONLY

BUSINESS NAME WALTON COUNTY BD OF COMMISSIONERS **Home Phone:** _____
CONTACT _____
Address : 303 S HAMMOND DR STE 330
MONROE, GA 30655 **Work Phone:** (770) 267-1434
WALTON
E-Mail : SCOTT.WHISNANT@CO.WALTON.GA.US **Cell Phone:** _____

VEHICLE

Stock # : SGB11563 **New / Used :** New **VIN :** 1FMUK7DH2SGB11563 **Mileage :** 1
Vehicle : 2025 Ford Explorer **Color :** Black Metallic
Type : Active 4dr 4x2 **K7D**

TRADE IN

Payoff : _____ **VIN :** _____ **Mileage :** _____
Vehicle : _____ **Color :** _____
Type : _____

Selling Price	41,620.00
Discount	1,613.00
Adjusted Price	40,007.00
Total Purchase	40,007.00
Trade Allowance	
Trade Difference	
Trade Payoff	
Cash Deposit	
Balance	40,007.00

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

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, 2025, and ending June 30, 2026, 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 April 17, 2025; 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, 2025, and ending June 30, 2026, is approved.

ADOPTED THIS 6th DAY OF May, 2025:

David G. Thompson, Chairman

ATTEST:

Rhonda R. Hawk, County Clerk

Benefits Renewal Recommendations

Item 9.1.

	Current	Recommendations
Health Plan	Anthem/Veracity/Anthem	Anthem/Veracity/Anthem
Total County Net Annual Spend	\$12,220,794	\$12,285,793
Dental (Preventive Services to no longer apply to Annual Max)	Anthem	Anthem
Total County Net Annual Spend	\$443,444	\$372,407
Vision (Contact and Frame Allowances to increase from \$130 to \$150)	Anthem	Anthem
Total County Net Annual Spend	\$30,064	\$32,517
Basic Life and AD&D	Anthem	Anthem
Total County Annual Spend	\$67,944	\$67,944
Grand Total County Annual Spend	\$12,762,247	\$12,758,661
\$ Difference	N/A	-\$3,586
% Difference	N/A	-0.03%

- Above is not inclusive of VeracityRx Pharmacy Rebates passed along to the County (\$121K paid in July-March 2025)

WALTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: May 6, 2025

SUBJECT: Proposals for Annual Maintenance of the WCPSC

RECEIVED FROM: Rhonda Hawk, Co. Clerk/Purchasing

☒ New Business ☐ Old Business

ADMINISTRATIVE COMMENTS:

Proposals were accepted for annual maintenance of the WCPSC. Two qualified proposals were received.

ADMINISTRATIVE RECOMMENDATION:

Please accept the proposal from **TKC Management Services in the amount of \$762,533.00.** (See recommendation from the Sheriff's Office attached)



SHERIFF KEITH BROOKS
WALTON COUNTY SHERIFF'S OFFICE
1425 South Madison Avenue, Monroe, Georgia 30655
Office (770) 267-6557
Fax (770) 267-1500



May 1, 2025

To: The Honorable Walton County Board of Commissioners

303 S Hammond Dr # 330

Monroe, GA 30655

Reference: Facility Maintenance Proposal

Dear Commissioners,

On May 1, 2025, a selection committee was formed to evaluate and select a maintenance vendor for the new public safety complex. After reviewing the proposals submitted, TKC Management Services was selected as the most qualified bidder. It is requested that the Board move forward with the proposed budget request to implement this service effective July 1, 2025.

Respectfully,

A handwritten signature in blue ink, appearing to read "Scott Whisnant".

Major Scott Whisnant

cc: Sheriff Brooks



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

Item 11.1.

April 4, 2025

Mr. Morris Jordan
Director
Walton County Water Department
2171 Highway 81 SW
P.O. Box 880
Loganville, Georgia 30052

Subject: **Project No. N/A, Walton County**
P.I. No. 0014082
Contract Item Agreement Undated – Water Facilities

Dear Mr. Jordan:

In accordance with your request, the adjustment of Water facilities belonging to Walton County is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which Walton County will reimburse the Department for this work. As outlined in Article 8, the non-binding post-let estimate not including betterment for this work is **\$1,007,480.00** of which the Department will bear **0% or \$0.00** and Walton County will bear **100% or \$1,007,480.00 (payable in two installments with the first Installment of 50% or \$503,740.00 due on June 2025, and the second installment of 50% or \$503,740.00 due January/February 2026)**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Walton County and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of Walton County is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide Walton County's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

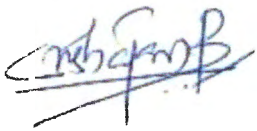
Mr. Morris Jordan
Project No. N/A, Walton County
P.I. No. 0014082
Contract Item Agreement Undated – Water Facilities
April 4, 2025; Page 2 of 2

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Walton County in writing the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

The Department will refund any overpayment or request in writing that Walton County pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish underneath.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)

cc: Jason Dykes, P.E., District 1 Engineer
Terri Holbrook, District 1 Utilities Manager
Kesha Wynn, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulahid Munshi, Utility Coordinator

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: **N/A, Walton County**

G.D.O.T. P.I. No.: **0014082**

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and **Walton County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to improve operations at the intersection of State Route 81 and State Route 138 in Walton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water facilities** in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water facilities**, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the COMPANY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding post-let estimate, not including betterment, is **\$1,007,480.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00 or 0% and the LOCAL AGENCY shall bear \$1,007,480.00 or 100%.**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT **the LOCAL AGENCY'S total share in two (2) installments (Installment 1, 50% due June 2025; Installment 2, 50% due January/February 2026).**

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

WALTON COUNTY

BY: _____
CHAIRMAN

Signed on behalf of Walton County pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST.SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: Walton
G.D.O.T. P.I. NO.: 0014082
DATE: April 4, 2025 DB

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

WALTON COUNTY

BE IT RESOLVED by the CHAIRMAN and BOARD OF COMMISSIONERS of WALTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, P.I. No. 0014082 to improve operations at the intersection of State Route 81 and State Route 138 in Walton County, and that Mr. David Thompson as Chairman of the Board and _____, as County Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN and BOARD OF COMMISSIONERS of WALTON COUNTY.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

WALTON COUNTY

I, _____, as County Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairman and Board of Commissioners of Walton County.

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
COUNTY CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	WALTON COUNTY
Solicitation/Contract No. / Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0014082, WALTON COUNTY; TO IMPROVE OPERATIONS AT THE INTERSECTION OF STATE ROUTE 81 AND STATE ROUTE 138.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

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

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

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

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

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

P.I. 0014082 Walton County, SR 81 @ SR 138 Roundabout - Walton County Water Department - Water Main Relocation

ITEM NO	Description (Item Number)	Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment est Total Qty	Actual Bid Costs					Final QTY	Final Cost						
				Orig Plan Total Qty	Orig Est Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost								
			UNITS		\$	-		\$	-													
500-3101	CLASS A CONCRETE(500-3101)	BLOCKING	CY	20	\$ 1,803.84	\$ 36,076.80		\$	-	20	\$ 450.00	\$ 9,000.00	\$ 13,000.00	\$ -	\$ -							
600-0001	FLOWABLE FILL(600-0001)		CY	62	\$ 315.90	\$ 21,585.80		\$	-	62	\$ 350.00	\$ 21,700.00	\$ 21,700.00	\$ -	\$ -							
670-1060	WATER MAIN, 6 IN(670-1060)	TIE-INS	LF	53	\$ 176.06	\$ 9,331.18		\$	-	53	\$ 73.00	\$ 3,913.00	\$ 3,913.00	\$ -	\$ -							
670-1080	WATER MAIN, 8 IN(670-1080)	DIP	LF	974.17	\$ 168.95	\$ 164,586.02		\$	-	975	\$ 93.89	\$ 92,675.00	\$ 92,675.00	\$ -	\$ -							
670-1080	WATER MAIN, 8 IN(670-1080)	DIP RESTRAINED JOINT	LF	395	\$ 168.95	\$ 66,735.22		\$	-	395	\$ 93.89	\$ 37,525.00	\$ 37,525.00	\$ -	\$ -							
670-1100	WATER MAIN, 10 IN(670-1100)	DIP	LF	2672.5	\$ 220.00	\$ 587,950.00		\$	-	2673	\$ 185.00	\$ 284,645.00	\$ 284,645.00	\$ -	\$ -							
670-1100	WATER MAIN, 10 IN(670-1100)	DIP RESTRAINED JOINT	LF	140	\$ 220.00	\$ 30,800.00		\$	-	140	\$ 185.00	\$ 25,900.00	\$ 25,900.00	\$ -	\$ -							
670-1600	CUT & PLUG EXISTING WATER MAIN(670-1600)	DIP & PVC	EA	7	\$ 2,868.96	\$ 20,082.72		\$	-	7	\$ 650.00	\$ 4,550.00	\$ 4,550.00	\$ -	\$ -							
670-2060	GATE VALVE, 6 IN(670-2060)		EA	1	\$ 2,836.02	\$ 2,836.02		\$	-	1	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ -	\$ -							
670-2080	GATE VALVE, 8 IN(670-2080)		EA	3	\$ 5,140.68	\$ 15,422.04		\$	-	3	\$ 4,200.00	\$ 12,600.00	\$ 12,600.00	\$ -	\$ -							
670-2100	GATE VALVE, 10 IN(670-2100)		EA	6	\$ 5,725.00	\$ 34,350.00		\$	-	6	\$ 3,800.00	\$ 22,800.00	\$ 22,800.00	\$ -	\$ -							
670-2100	ABANDONMENT OF WATER VALVES(670-2100)		EA	11	\$ 973.00	\$ 9,663.00		\$	-	11	\$ 850.00	\$ 9,450.00	\$ 9,450.00	\$ -	\$ -							
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN(670-3066)		EA	1	\$ 8,424.43	\$ 8,424.43		\$	-	1	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -							
670-3107	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 8 IN(670-3107)		EA	1	\$ 15,850.00	\$ 15,850.00		\$	-	1	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -							
670-4000	FIRE HYDRANT(670-4000)		EA	13	\$ 8,252.62	\$ 107,284.06		\$	-	13	\$ 8,500.00	\$ 110,500.00	\$ 110,500.00	\$ -	\$ -							
670-5620	WATER SERVICE LINE, 3/4 IN(670-5620)	COPPER	LF	1739.87	\$ 74.76	\$ 130,072.88		\$	-	1740	\$ 75.00	\$ 130,500.00	\$ 130,500.00	\$ -	\$ -							
670-5610	WATER SERVICE LINE, 1 IN(670-5610)	COPPER	LF	13.85	\$ 67.11	\$ 929.47		\$	-	14	\$ 30.00	\$ 420.00	\$ 420.00	\$ -	\$ -							
670-5020	WATER SERVICE LINE, 2 IN(670-5020)	PVC	LF	17.41	\$ 58.00	\$ 974.96		\$	-	17	\$ 60.00	\$ 1,020.00	\$ 1,020.00	\$ -	\$ -							
615-1000	JACK OR BORE PIPE, 48 IN(615-1000)	18 IN	LF	435	\$ 397.43	\$ 172,882.05		\$	-	435	\$ 450.00	\$ 195,750.00	\$ 195,750.00	\$ -	\$ -							
615-2540	JACK OR BORE PIPE, 18 IN(615-2540)		LF	140	\$ 410.00	\$ 57,400.00		\$	-	140	\$ 350.00	\$ 49,000.00	\$ 49,000.00	\$ -	\$ -							
670-9730	RELOCATE EXIST WATER METER, INCL BOX(670-9730)		EA	25	\$ 1,975.29	\$ 49,382.25		\$	-	25	\$ 1,350.00	\$ 33,750.00	\$ 33,750.00	\$ -	\$ -							
670-9741	RELOCATE EXISTING BACKFLOW PREVENTION ASSEMBLY, 1 IN(670-9741)	REIMBURSIBLE	EA	1	\$ 6,000.00	\$ 6,000.00		\$	-	1	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -							
670-9905	REMOVE EXIST AIR RELEASE VALVE ASSEMBLY(670-9905)		EA	1	\$ 2,810.00	\$ 2,810.00		\$	-	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ -	\$ -							
670-9900	REMOVE EXIST WATER METER, INCL BOX(670-9900)		EA	1	\$ 937.16	\$ 937.16		\$	-	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ -	\$ -							
670-9920	REMOVE EXISTING FIRE HYDRANT(670-9920)		EA	4	\$ 2,000.15	\$ 8,000.60		\$	-	4	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -							
					\$	-		\$	-													
GDOT SHARE 0.00%				TOTAL EST In-Kind			TOTAL Betterment EST			TOTAL Actual Bid Cost				TOTAL Actual In-Kind Bid Cost		TOTAL Actual Betterment Bid Cost		TOTAL		\$		-
				\$			1,570,767.38			\$		1,007,480.00			\$		-					
UTILITY OWNER SHARE 100.00%				NON-REIMBURSIBLE / FACILITY OWNER SHARE			TOTAL ESTIMATE IN-KIND & BETTERMENT			TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER SHARE				TOTAL BID COST IN-KIND & BETTERMENT		CHECK RECEIVED		\$		-		
				\$			1,570,767.38			\$		1,007,480.00			\$		1,007,480.00					
				REIMBURSIBLE / GDOT SHARE			TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE & BETTERMENT			TOTAL BID COST (REIMBURSIBLE) GDOT SHARE				TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE & BETTERMENT		AMOUNT DUE FROM UTILITY OWNER		\$		-		
				\$			-		\$		1,570,767.38			\$		1,007,480.00						
NOTE: Item 600-0001 Flowable fill, was changed from 600-0020 lightweight flowable fill, on the Amendment Summary of Quantities. Item code 615-1000 Jack or Bore Pipe 18" was changed from 670-9255 on the Amendment Summary of Quantities. Item code 615-2540 Jack or Bore Pipe 18" was changed from 670-9260 on the Amendment Summary of Quantities. Quantities were separated for Items 670-1080 8 inch DIP and 670-1080 8 inch PVC and changed from 974.17 LF to 975 LF on the Tabulation of Bids and Amendment Summary of Quantities. Quantities were combined for Items 670-1100 10 inch watermain and 670-1100 10 inch watermain on Tabulation of Bids 2673LF + 140 LF= total of 2813 LF.																						

Rhonda Hawk

From: Sheridan, Anna <anna.sheridan@dph.ga.gov> on behalf of Sheridan, Anna
Sent: Monday, March 10, 2025 3:03 PM
To: rhonda.hawk@co.walton.ga.us
Subject: Regional EMS Council
Attachments: Upcoming Term Template 2025 - S. Durocher.pdf

Hello,

My name is Anna Sheridan and I am the Region 10 Director with the Ga. State Office of EMS and Trauma. I am reaching out to you regarding your County's appointed seat on the Region 10 EMS Council, currently held by Dr. Steven Durocher. This term will expire on 6/30/2025. I have attached the county's appointment selection form. Will you please have this addressed by and returned to me no later than June 1, 2025.

If you have questions regarding the council or this form, please don't hesitate to reach out. My contact information is listed below.

Thank you!

Anna Sheridan
 MSML, NRP, RN, FP-C
Regional Director– Region 10
 Office of EMS and Trauma
 CELL 404-670-0118
anna.sheridan@dph.ga.gov



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