



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, April 02, 2024 at 6:00 PM

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

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

AGENDA

1. PRESENTATIONS

2. MEETING OPENING

2.1. Pledge of Allegiance & Invocation

2.2. Call to Order

2.3. Roll Call

3. ADOPTION OF AGENDA

3.1. Additions/Deletions

4. PROCLAMATIONS

4.1. Child Abuse Prevention Month

5. PLANNING COMMISSION RECOMMENDATIONS

5.1. Denial of CU24010022 - Conditional Use for place of worship - Applicant: Princess Arias/Owner: Karla Arias-Property located at 4965 Donald Dr./Map/Parcel C0040002 - District 2

5.2. Approval With Conditions - CU24010025 - Conditional Use for outside storage and Variance to reduce transitional buffer from 50' to 10'- Applicant: Mullins and Kellis LLC/Owner: LK EQ LCC - Property located on L & P Pkwy./Map/Parcel C1370032A00 - District 5

Recommended Condition - Reduce Transitional Buffer to 20' as is or 15' and plant trees per direction of Walton Co. Planning & Development

6. PLANNING & DEVELOPMENT

6.1. Capital Improvements Element Annual Update and Transmittal Resolution (Public Hearing)

6.2. Resolution - Consenting to Deannexation of Certain Real Property from the City of Monroe (Hwy. 78)

7. CONTRACTS

7.1. Service Contract Renewal - Walton County Development Authority

7.2. Lease Agreement - Walton County Development Authority

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

8.1. Approval of March 5, 2024 Meeting Minutes

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

8.3. Declaration of Surplus

8.4. Ratification of Actions taken by WCWSA on March 21, 2024

8.5. Agreement - Florida Legal Collections, P.A. - Collection Services - Probate Court

8.6. Ga. Southern University/Ga. Dept. of Public Health - MOU - Covid Mitigation Grant

8.7. Agreement - Matrix Engineering Group - Walnut Grove Park Materials Testing & Special Inspections (updated)

8.8. Ratification of Acquisition - .430 acres identified as tax parcel M0230013 for \$43,000 for the access road to the Public Safety Complex

9. ACCEPTANCE OF BIDS/PROPOSALS

9.1. Auditing Services

9.2. 2024 Milling and Deep Patching

9.3. Surveillance System - Felker Park

10. DISCUSSION

10.1. County Manager's Report/Update

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

12. ANNOUNCEMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

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

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

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

For more information, please contact Rhonda Hawk.

**BY THE WALTON COUNTY BOARD OF COMMISSIONERS OF GEORGIA
A PROCLAMATION
CHILD ABUSE PREVENTION MONTH**

WHEREAS: Children are our most valuable resource, and they are also our most vulnerable. All of Georgia’s children have a right to be safe and an opportunity to thrive, learn, and grow in **an environment that fosters healthy development; and**

WHEREAS: Child abuse and neglect can be prevented by supporting and strengthening Georgia’s families, thus preventing the far-reaching effects of maltreatment, and providing the opportunity for children to develop healthy, trusting family bonds, and consequently, building the foundations of communities; and

WHEREAS: Positive childhood experiences (PCES) — like loving caregivers and safe, stable, and nurturing relationships — can help mitigate trauma and the negative impact of adverse childhood experiences (ACES) to promote the social, emotional, and developmental well-being of children; and

WHEREAS: Effective child abuse prevention strategies succeed because of partnerships created within communities among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business sector, inspiring action from expected and unexpected partners in prevention; and

WHEREAS: By providing a safe, stable, and nurturing environment for our children, free of violence, abuse, and neglect, we can ensure that Georgia’s children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation; now

THEREFORE: I, DAVID THOMPSON, Chairman of Walton County Board of Commissioners in the State of Georgia, do hereby proclaim April 2024, as CHILD ABUSE PREVENTION MONTH in Walton County in the State of Georgia.

In witness thereof, I have hereunto set my hand and caused to be affixed the Great Seal of Walton County, Georgia this [] day of April 2024.

SEAL

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



Planning and Development Department Case Information

Case Number: CU24010022

Meeting Dates: Planning Commission 03-07-2024
Board of Commissioners 04-02-2024

Current Zoning: A2

Request: Conditional Use for a place of worship.

Address: 4965 Donald Drive, Loganville, Georgia 30052

Map Number: C0040002

Site Area: 6.61 acres

Character Area: Neighborhood Residential

District 2: Commissioner – Mark Banks Planning Commission – Pete Myers

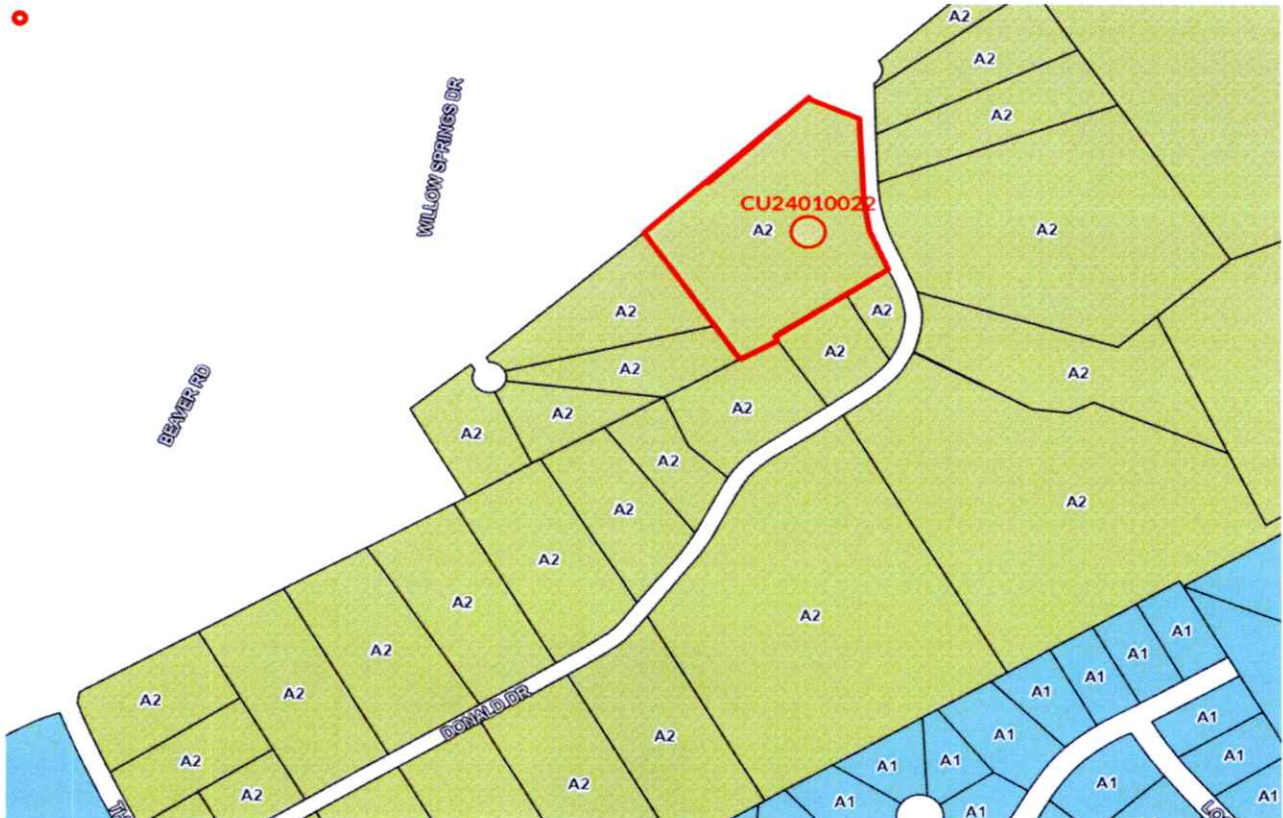
Applicant:
Princess Arias
1240 Eugenia Terrace
Lawrenceville, Georgia 30046

Owner:
Karla I Arias
1240 Eugenia Terrace
Lawrenceville, Georgia 30046



Existing Site Conditions: Property contains 6.61 acres. Property is vacant other than a couple of barns.

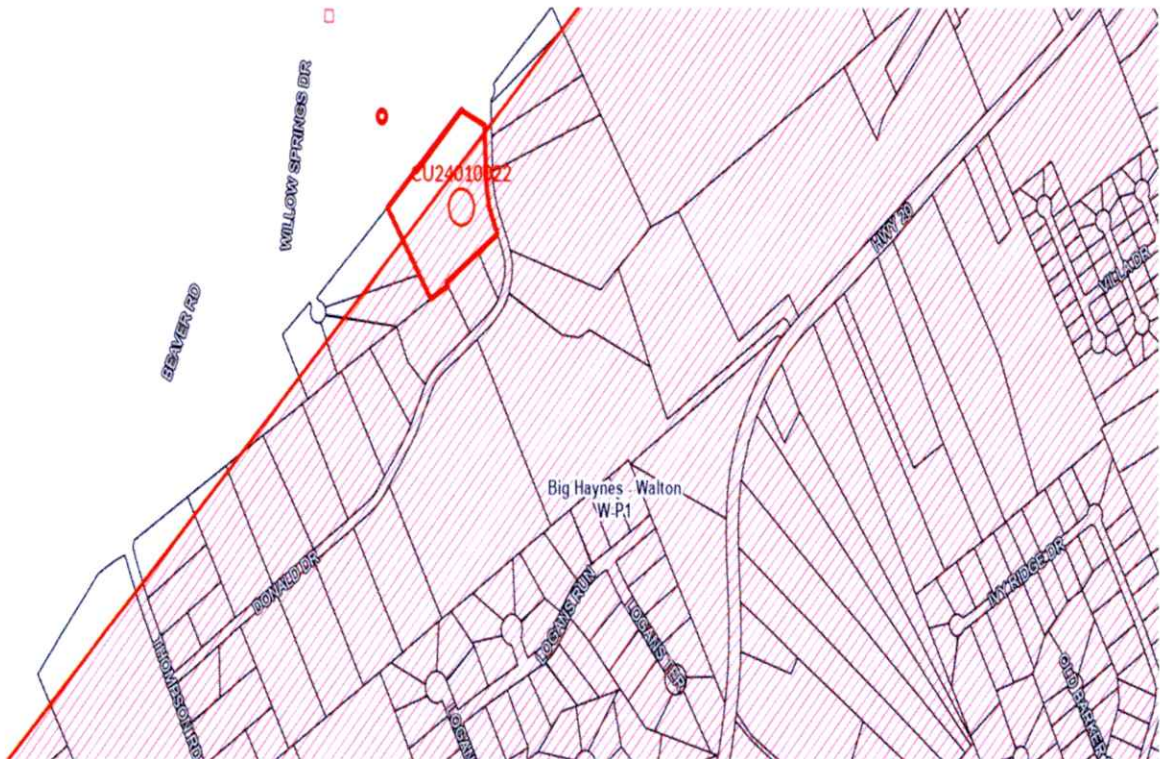
The surrounding properties are zoned A2 and Gwinnett County.



Subdivisions surrounding property:



A large amount of the property is in the Big Haynes Water Shed.



Staff Comments/Concerns:

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a commercial driveway.

Sheriffs' Department: If approved, this depending on the size of congregation and the number of vehicles could present a traffic congestion issue on Donald Drive.

Water Authority: This property area is served by an existing 2" diameter water main along Donald Drive, with an existing 6" diameter water main located closer to and along Thompson Road (static pressure: 65 psi, Estimated fire flow available: 550 gpm @ 20 psi). A 6" water main extension may be required to the extend to the property. Please coordinate with WCWD.

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, Georgia Accessibility Code and Walton County Ordinances. Fire Hydrant shall be located within 500 ft. Full Plan Review shall be performed. Proposed facility may require additional fire alarm and suppression systems as the assembly occupancy code states.

Fire Department Review: Enhanced emergency response due to the number of attendees during service. Long drive way to traverse with fire apparatus.

Board of Education: No comment received.

DOT Comments: Will not require coordination with Georgia DOT.

PC ACTION 3/7/2024:

CU24010022-Conditional Use for place of worship-Applicant: Princess Arias/Owner: Karla Arias-Property located on 4965 Donald Dr/Map/Parcel C0040002-District 2.

Presentation: Princess Arias represented the case. She would humbly request that the Board hear their mission. She stated that this is a house of prayer. They are incredibly blessed and are very grateful for things. She said about 11 years ago that they started small in a living room and had a vision. She stated that they then moved to a neighborhood clubhouse, but the congregation has grown. They are for restoration of the family and spreading God's love. She stated that on Fridays they gather and have counseling for youth and for families. On Sundays they offer bilingual messages. She said that they are a Christian Family Church and last year they purchased this property with the beauty and a lot of trees. They want to serve the community. She stated that many people have come and found a church home here. She stated that they do retreats and have a cabin in Cleveland, Georgia and they do retreats there. She stated that they want to build an extension to the 2 structures already on the property – about 7,000 sq. ft. more. They want to have rooms for counseling. She stated that they are aware of the concerns about the noise, and they are looking into sound barriers and putting in acoustic panels and insulation to avoid issues. They have Bible Study in homes and on Sundays they have church. She stated that a large number of the group is youth. She stated that they go and feed the homeless. She stated that they know there are homes around this property, but they want to bring the community together. They have Sunday worship and they all come together. The youth serve in sound and worship and the kids do outreach. She stated that they don't have family in Georgia, so this is their family. She also went on to say that the kids have dramas at different services they have. She stated that it is not a structure because it is not in 4 walls. She stated that it is the people, and they want to make people more responsible, and they need space to talk and rooms for counseling.

Speaking: Ernest Block who lives at 5030 Donald Drive spoke and stated that he has a brother Chris Block that lives at 5090 Donald Drive. Mr. Block stated that when he got the letter, he said that this is a residential road, and all are residential here. He stated that he lives one mile along the street that dead ends. He stated that he has pictures of what is going on there. He stated that half of the land is in Walton County and half is in Gwinnett County. He stated that there is no left lane or right lane and there is no line on the road and only 1 fire hydrant. He stated that there is only one way in and one way out. He stated that these are farm acres and not a place for a church. He stated that there is a stop work order at the house now. He knows that a couple of years ago someone wanted to do something in the neighborhood and was told that they couldn't

do it. The problem is that this is a residential street. He stated there is a 30-yard dumpster on the property all the time. He stated that they are pouring 100 yards of concrete between the two buildings with no permits.

Chris Diaz who lives at 4945 Donald Drive stated that they moved here in May 2023. He stated that he was in the military for 20 years. He stated that he acknowledges that Jesus Christ is his Savior, and his complaint is not about religion. He stated that he put a complaint out because of the loud music and that loud music affects Veterans. He stated that in Gwinnett County he worked in Code Enforcement and knows they cannot do this. He stated that there were a lot of people there and the music was so loud and there were some big speakers. He stated that he has PTSD, and this bothers him. He said why rezone the property? He stated that they want to reach out to the community, but they have never reached out to him. He stated that when you go to church that you get in your car, and you go to a church not a residential house. He stated that he is concerned about the standard review answers and the letter of intent. He stated that on July 4th they had an event with a lot of people there. The church owns property at 55 Pleasant Hill Road in Lilburn. He stated what he would like is them to have a church building in a different location. He said there is no government authority and whoever resists authority will get what is coming to them.

Charles Moseley who lives at 869 Spring Oak Court spoke and stated that he has a barn about 80 ft. from the property line and he stated that at the last summer events he could hear baptisms over the loudspeakers. He stated that he is retired, and he likes the peaceful and residential area. He does not want the noise & traffic.

David Drummond, who lives at 5105 Donald Drive spoke. He stated that they are already building without seeking approval from Gwinnett County and Gwinnett County has put a stop work order on the property. He stated that they had about 300 people there at one time and there was litter scattered everywhere.

Terry Cothran who lives at 4979 Donald Drive spoke and stated that his property butts up to this property. He stated there is an elderly lady that lives behind him that couldn't be here, but he is concerned about the noise and traffic. He stated that what happened recently was not a one-night deal but was a 3-day weekend event. and there was so much noise. He stated that he is a Christian and is all for worship. He stated that everybody on the street is in opposition. He said he can't understand how somebody can buy a house and turn it into a church.

Jose Lyal spoke and stated that he is a leader of the church. He stated that the weekend that people are referring to was an annual youth camp with about 60 youth

saved. He wants to change today's youth and put Jesus in their hearts. He stated that he is 19 years old and is from Venezuela and he knew how to party. When he came to this country, he met God and does not do drinking etc. He stated that this will change the community because there are drugs in the society. He stated that before they bought the property that they asked around and they went to the county and was told that the property was zoned A2. They had a July 4th celebration, and it was for the whole community to come together. He stated that right now he understands that this event wasn't the best for the neighbors. He stated that in the future they will have the proper insulation so that this will not happen, and they will be fully soundproof the building. He stated that they usually hold camp in Lithonia but not a whole week of camp, but this was just the weekend. He stated that they did not expect it to be this loud and he apologized for the noise. He promised that they will do everything they can that is available not to do this again. They will be working with sound engineers on how to soundproof the building. He stated that they have people in Lawrenceville, Duluth and some people in Winterville. He stated that they usually hold youth camp in Cleveland but planned wrongfully this year. He stated that the Pastor was not looking for property in Loganville but saw that the property was for sale and took this as a blessing. He is sorry for the noise complaint and stated that they would work on the sound issue and will try to work on the traffic with the issues on the small road. He asked if they would give them a chance.

Princess Arias came back for rebuttal and stated that they have 13 acres total. She stated that on July 4th that it was a celebration about the purchase of the property. She stated that they have the acreage of land and this gives cars extra space to park. In September they had a youth camp and there were about 60 youth and 40 to 50 leaders, and she apologized for the noise. She stated that on that Friday night they had speakers, and the police came. She stated that on Saturday they did acoustics. She stated that they have 2 structures right now. She stated that the structures are metal, and the sound was bouncing off of them. She stated that they did fire and acoustic but nothing else there since then. She said that they have talked with Gwinnett County about doing permits. She did say that they had a pool and they baptized in that. They built a deck and didn't know they needed a permit. She stated that they want to build a church and want to have two entrances and parking spaces. She stated that families will come on Sundays, and they can do nothing there except for Sunday for the future if need be.

Timothy Kemp asked where the people were coming from, and she stated that some come from Lawrenceville and Loganville. He asked if anybody from this community came, and she stated not from the community.

Keith Prather advised that parking on site does not cure the problem on the road as far as traffic on Donald Drive. He stated that nobody is opposed to worshipping Christ,

but this is a residential neighborhood not for a church and Donald Drive cannot handle the traffic.

Recommendation: John Pringle made a motion to deny the conditional use for a church with a second by Keith Prather. The motion carried unanimously.

Conditional Use Application # CU24010022

Planning Comm. Meeting Date 3-7-2024 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 4-2-2024 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 C0040002

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>PRINCESS ARIAS</u>	<u>KARLA ARIAS</u>
<u>1240 EUGENIA TER.</u>	<u>1240 EUGENIA TER.</u>
<u>LAWRENCEVILLE, GA 30046</u>	<u>LAWRENCEVILLE, GA 30046</u>
<u>6788342875</u>	<u>4049014053</u>

E-mail: PRINCESS821290@GMAIL.COM (If more than one owner, attach Exhibit "A")

Phone # 6788342875 Phone # _____

Location 4965 DONALD DR, LOGANVILLE, GA 30052 Present Zoning A2 Acreage 6.61AC

Existing Use of Property: agriculture, storage

Existing Structures: two existing structures

Property is serviced by:

Public Water: Provider: Walton County Water Department Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

The purpose of this conditional use is: to allow us to build a place of worship in our land.

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

Signature [Signature] Date 1/3/24 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 A2 Surrounding Zoning: North Gwinnett County South A2
East A2 West A2

Comprehensive Land Use: Neighborhood Residential

Commission District: 2-Mark Banks Watershed: Big Haynes-Walton W-P1

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: PRINCESS ARIAS

Address: 1240 EUGENIA TER, LAWRENCEVILLE, GA 30046

Telephone: 6788342875

Location of Property: 4969 DONALD DR, LOGANVILLE, GA 30052

Map/Parcel Number: C0040002

Current Zoning: A2 Requested Zoning: _____

Karla Arias
Property Owner Signature

Karla Arias
Property Owner Signature

Print Name: KARLA ARIAS

Print Name: KARLA ARIAS

Address: 1240 EUGENIA TER.
LAWRENCEVILLE, GA 30046

Address: 1240 EUGENIA TER.
LAWRENCEVILLE, GA 30046

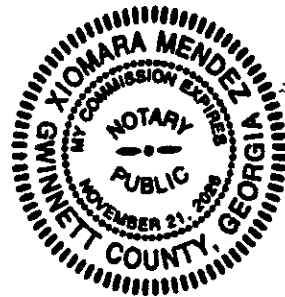
Phone #: 4049014053

Phone #: 4049014053

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

01/03/24
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.
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.
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.
4. Public facilities and utilities are capable of adequately serving the proposed use.
5. The proposed use will not adversely affect the level of property values or general character of the area.

See Attached Answers

STANDARD REVIEW QUESTIONS

When constructing our house of prayer, we prioritize the protection of adjacent properties from potential adverse influences and disturbances. To achieve this, we will implement soundproofing techniques within the building to minimize noise transmission. Specifically, we will use Mineral-fiber insulation, a dense type of insulation known for its effectiveness in soundproofing. This will ensure that worship sessions and preaching by the pastor do not disturb our neighbors or create unwanted noises.

In addition to soundproofing, we will also have proper waste management systems in place to prevent any unpleasant odors or disturbances for our neighbors. We will maintain cleanliness and organization on our property by utilizing a 30-yard dumpster rental. Our commitment to our community and the well-being of people drives us to minimize any negative impact on neighboring properties.

Furthermore, we have carefully considered the impact of our house of prayer on vehicular traffic and pedestrian movement in the surrounding area. To address this, we have designed efficient entrances and exits to minimize traffic congestion. Our parking space, which can accommodate 80 cars, is designed to cater to both our current population and new visitors. We believe that the flow of traffic on adjacent streets will not be significantly affected by our project, ensuring smooth movement for vehicles and pedestrians without causing disruptions or safety hazards.

Moreover, we have taken into account the availability of off-street parking and loading facilities, which are essential for our house of prayer. The parking space we have designed is more than sufficient for our needs and will not create congestion or safety concerns in the area.

Fortunately, our property already has existing public facilities and utilities that can adequately serve the proposed use. We have access to water from the city as well as a water well, ensuring a reliable water supply. The electricity provided is also sufficient for our proposed building and will not overload the existing systems.

The construction of our house of prayer will not have a negative impact on property values or the overall character of the area. We will design the house of prayer in a way that complements the surrounding environment. It is important to recognize the potential benefits that a church can bring to the community. Research suggests that the presence of a church can actually increase property values in certain cases. This is because churches often contribute to

the overall aesthetic appeal of an area, creating a sense of community and cultural significance. We are confident that our house of prayer will be well-maintained and will positively contribute to the appearance and upkeep of the neighborhood.

Additionally, a house of prayer can play a crucial role in fostering a sense of community and social cohesion. Our house of prayer will serve as a gathering place for various activities and events, including religious services, community outreach programs, and charitable initiatives. These activities bring people together, promoting unity and neighborly interaction. As a result, the presence of our house of prayer will enhance the overall quality of life in the residential area, creating a stronger sense of belonging and connectedness among residents.

Furthermore, our house of prayer will provide valuable resources and services to the community. We will offer counseling services and support groups that can benefit individuals and families in the area. We will also engage in charitable work, providing assistance to those in need and contributing to the welfare of the community as a whole. These services can have a positive impact on the well-being and development of the neighborhood.

We assure you that we will maintain effective communication and collaboration with the local community. We will be attentive to any potential concerns or issues related to traffic, noise, and parking, and we are committed to operating our house of prayer in harmony with its surroundings. We value open dialogue and will carefully consider any feedback or suggestions from the community.

In conclusion, the construction of our house of prayer will enhance the aesthetic appeal of the area, foster a sense of community, and provide valuable resources and services to residents. Through open communication and collaboration, we believe that the successful integration of our house of prayer will contribute positively to the overall well-being and development of the residential area.

January 25, 2024

Princess Arias
1240 Eugenia Terrace
Lawrenceville, GA 30046
princess821290@gmail.com
(678) 834-2875

FCG Church
4965 Donald Dr.
Loganville, GA, 30052

Subject: Letter of Intent - Construction of New House of Worship

To Whom It May Concern:

I hope this letter finds you in good health and high spirits. I am writing on behalf of FCG Church to express our sincere intention to build our new house of worship on the recently acquired land at 4965 Donald Dr. in Loganville, GA 30052.

Firstly, let me provide you with some background information about our church. FCG Church has been an integral part of the community for the past 11 years. Throughout this time, we have rented various locations to conduct our services and activities. However, in the year 2023, we were blessed by God with the acquisition of this land, which we believe is a divine opportunity to establish a permanent house of prayer.

Our house of prayer serves the entire community, with a particular focus on Hispanic families who form a significant part of our congregation. We are committed to providing spiritual guidance, support, and a sense of belonging to all individuals and families who seek solace and growth in their faith.

At FCG Church, we firmly believe in the importance of community service. We actively engage in helping families in need, organizing events, and hosting Bible studies to foster mental and spiritual growth. Our dedication to serving and reaching out to the community extends to all age groups, including children, teenagers, couples, families, elders, and widows. Our main church services take place on Sunday mornings and consist of a worship session, Sunday school for children, and a sermon delivered by our pastors. Additionally, we organize a small gathering

after the service to welcome and get to know new visitors, where we provide them with gifts as a token of our appreciation.

Furthermore, we hold leadership nights on Friday evenings to plan and organize our weekly Bible studies. Twice a month on Saturdays, we host family gatherings that involve various activities for children and youth. Occasionally, we may also conduct leadership conferences during the week, which are smaller events aimed at training our leaders to engage in outreach activities in the streets and neighborhoods.

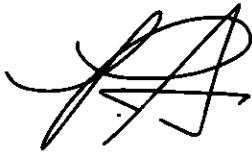
The construction of our new house of worship will not only provide a permanent space for our congregation but also enable us to expand our outreach programs and better serve the community. We envision a welcoming and inclusive environment where individuals can come together to worship, learn, and find support.

In light of the above, we kindly request your support and cooperation in our endeavor to build our new house of worship. We understand that there may be legal and administrative processes involved, and we are committed to fulfilling all necessary requirements and regulations.

We would greatly appreciate the opportunity to discuss this matter further and address any questions or concerns you may have. Please feel free to contact me at (678) 834-2875 or princess821290@gmail.com to arrange a meeting at your convenience.

Thank you for considering our letter of intent. We look forward to the possibility of working together to create a place of worship that will positively impact the lives of many.

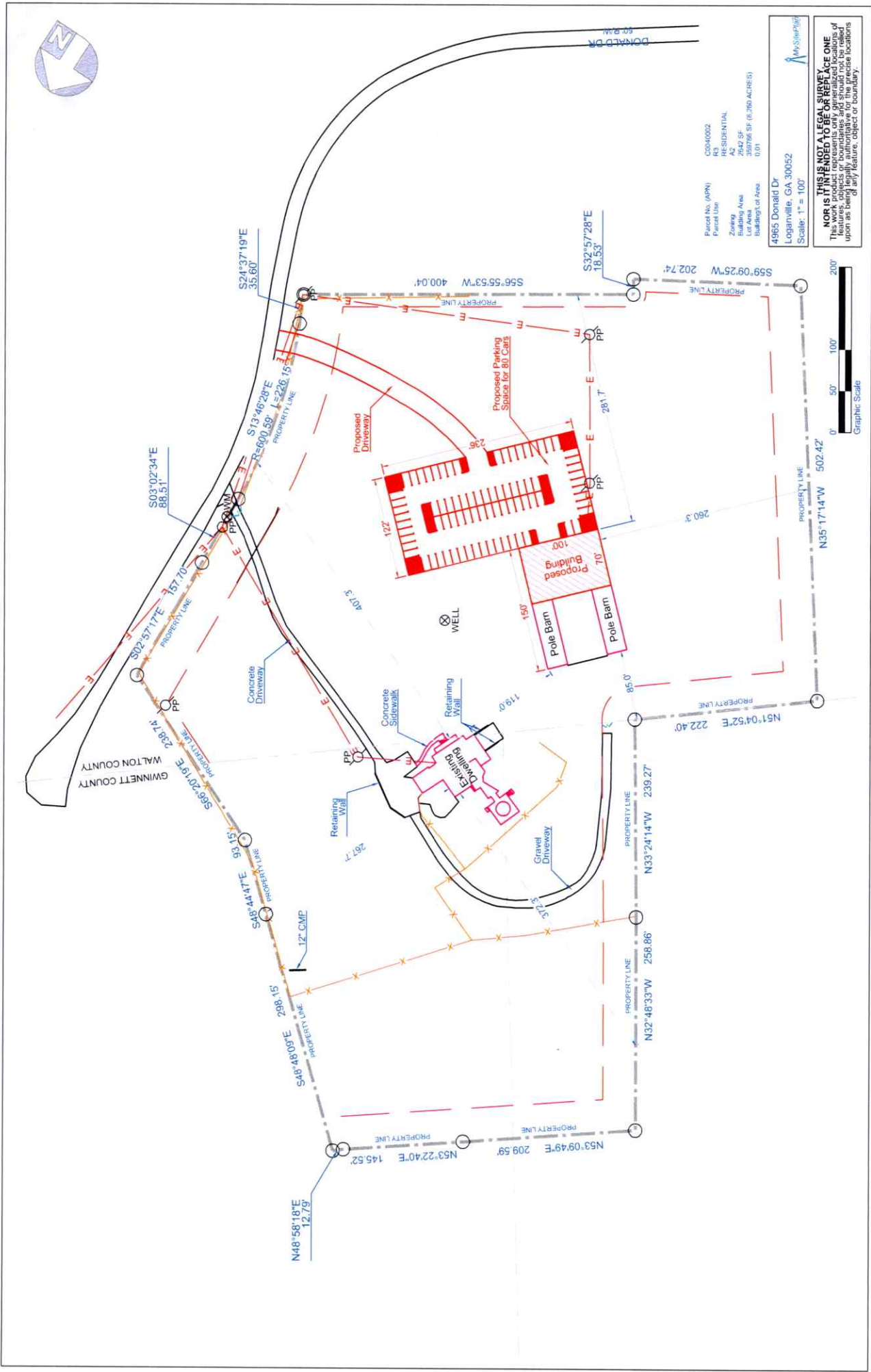
Yours faithfully,

A handwritten signature in black ink, appearing to be 'Princess Arias', written in a cursive style.

Princess Arias

Applicant/ Executive/Admin. Pastor

FCG Church



Walton County Conditional Use

CU24010022

There are 27 houses on Donald Drive and 24 have signed a petition to not commercialize our street. Over half of the street have been living here for 10+ years and some for 40 to 45 years. The surrounding streets in the area have also signed the petition because of congestion and the flow of traffic. A total of 52 signatures (98%) want to keep our community the way it is.

Donald Drive is one mile long with a dead end and only 1 fire hydrant on the street (½ mile down the street at 5030 Donald Drive), with no streetlights. Our street has enjoyed many years of quietness and our street, if bringing in a place of worship, event hall, and/or youth camp with an 80 car parking lot will only hurt our community and want to keep our street residential.

The property area is A2 property for agriculture. Agriculture is not an 80-car parking lot, a church, and over 200+ people with large gatherings on a dead end street.

Everyone I talked to on our street moved here due to our quiet and peaceful street where everyone has acreage. Their request says, "they want to serve the entire community but then also states that this is a particular focus on Hispanic families that form a significant part of their congregation." Our road and community does not support this and our road and community is not a part of their particular focus or congregation. The church also states there will be no large crowds but they also state that they will keep a 30 yard dumpster on site which will cause odor and wildlife; the only need for a 30 yard dumpster at all times is for large crowds.

With regards to Emergencies, a commercial building or a place of worship is not the place to be on a 1 mile dead end road with only one way in and one way out. On Sunday 3/3/2024 there was an emergency call at a house not far from this permit request. The emergency was a house call needed for an ambulance and a fire truck due to a heart attack. The fire truck took up most of the road and cars needing to go to or from their home had to drive in front yards and grass to get by. If this permit were to pass and a place of worship, event hall, or camp were to go in, this would make matters like today horrific and could potentially lead to an emergency vehicle not getting to someone in time.

3 years ago, 4985 Donald Drive was trying to open a photo op for weddings with no large crowds and Walton County rejected the permit request because of an A2 property zone on a dead-end road in case of an emergency. 250 houses are being built within one mile of Donald Drive and our side streets are going to be unbearable, let alone bringing on more traffic with this permit request.

On 2/29/2024 Gwinnett County posted a stop work order at 4969 Donald Drive, which is 6 acres. 4965 Donald Drive is 7 acres in Walton County and is the part of the land that the place of worship is trying to get conditional use. 4969 Donald Drive (same plot of land but in Gwinnett County) has already put in a pool and remodeled the house for a youth center without getting any permits. Now they are trying to get Walton County to approve an event center, a place of worship, and an 80 car parking lot. 4965 in Walton County has already poured 100 yards of concrete between the barns for their event center, without a permit. If Walton County was to approve the church, the Gwinnett County side would also be used without agreement.

In addition to our street, emergencies, the community, the issues, there are two lakes on Donald Drive which are filling full of run off silt and 4965 Donald Drive has no retention pond for run offs. Property values would also decrease on our street and no one will want to move on our street for loosing the quietness we have had for years.

OBJECTION PETITION

**WE OPPOSE & OBJECT TO THE REZONING OF 4965 DONALD DRIVE –
PLACE OF WORSHIP**

**THE UNDERSIGNED SHOWS SUPPORT FOR THE OPPOSITION & OBJECTION TO THE
REZONING OF 4965 DONALD DRIVE – PLAE OF WORSHIP**

NAME	SIGNATURE	PHONE	ADDRESS	YEARS ON DONALD DR
David Drummond	<i>[Signature]</i>	404-536-7754	5105 Donald Drive Loganville, Ga	11 years
Melissa Drummond	<i>[Signature]</i>	770-380-2479	5105 Donald Dr Loganville, Ga	11 years
Jennifer Block	<i>[Signature]</i>	678-758-4579	5030 Donald Dr Loganville	23 years
Robert Jordan	<i>[Signature]</i>	404 815 4610	4954 DONALD DR LOGANVILLE	14 years
Brandie Jordan	<i>[Signature]</i>	404. 825. 1142	4954 Donald Dr Loganville 30052	15 yrs
CHRIS DIAZ	<i>[Signature]</i>	225-329-5517	4945 DONALD DR LOGANVILLE GA 30052	6 months
EMILY DIAZ	<i>[Signature]</i>	225-329-5547	4945 DONALD DR LOGANVILLE GA 30052	6 months
LLOYD MURRAY	<i>[Signature]</i>	678 602 7372	4966 DONALD DR LOGANVILLE, GA	14 years
JANE MURRAY	<i>[Signature]</i>	770 605 9299	4966 DONALD DR LOGANVILLE GA	14 years
Terry Colbran	<i>[Signature]</i>	678-283-8795	4979 Donald Dr Loganville, Ga 30052	18 years
Charles Molloy	<i>[Signature]</i>	678-360-8350	869 Spring Oak Ct. Loganville, Ga 30052	6 yrs
Sherry Richards	<i>[Signature]</i>	770) 307-7753	869 Spring Oak Ct Loganville GA.	24 yrs
Lemnis Rogers	<i>[Signature]</i>	770 244 6784	868 Spring OAK LOGANVILLE GA	25 years
Matthew Sharpe	<i>[Signature]</i>	404-979-0845	4944 Donald DR	10 yrs
Thomas Shaw	<i>[Signature]</i>	404-314-3103	4985 Donald DR	35 yrs
Adam Block	<i>[Signature]</i>	678-758-4577	5090 Donald Drive Loganville GA	22 years
Hannah Block	<i>[Signature]</i>	404-630-7498	5090 Donald Drive	6 years
Frances Hodges	<i>[Signature]</i>	678-421-7060	5189 Donald Dr.	40 years
WALTER MASSOY	<i>[Signature]</i>	770-680-3351	5179 Donald Dr. 5209	45 years
Georgia Cox	<i>[Signature]</i>	404-542-4339	Donald DR	13 yrs.

OBJECTION PETITION

WE OPPOSE & OBJECT TO THE REZONING OF 4965 DONALD DRIVE -
PLACE OF WORSHIP

THE UNDERSIGNED SHOWS SUPPORT FOR THE OPPOSITION & OBJECTION TO THE
REZONING OF 4965 DONALD DRIVE - PLAE OF WORSHIP

NAME	SIGNATURE	PHONE	ADDRESS	YEARS ON DONALD DR
JEFF POWELL	<i>[Signature]</i>	770-842-2202	4369 Thompson Rd	23
ERNEST BLOK	<i>[Signature]</i>	770-940-2213	5030 DONALD (corner of Donald)	24
Brenda Powell	<i>[Signature]</i>	678-300-5572	4369 Thompson Rd	24
John Hairston	<i>[Signature]</i>	478-234-7218	4349 Thompson Rd	6
Michele Hairston	<i>[Signature]</i>	478-234-1716	4349 Thompson Rd	6
Donna Rodhouse	<i>[Signature]</i>	678-384-9006	5120 Donald Dr	14
Jay Rodhouse	<i>[Signature]</i>	678-391-4905	5120 Donald Dr.	42
Marshall Johnson	<i>[Signature]</i>	404-391-7961	5049 Donald Dr	6
Amanda Johnson	<i>[Signature]</i>	770-480-2339	5049 Donald Dr	6
Ernesto Torres	<i>[Signature]</i>	915-288-5228	5180 Donald Dr	1 year
Guadalupe O.	<i>[Signature]</i>	915-694-5103	5180 Donald Dr	1 year
Ron Rutledge	<i>[Signature]</i>	404-391-9500	5155 Donald Dr	17 years
Jennifer Trice	<i>[Signature]</i>	404-915-1059	4319 Beaver Road	40 years
MARK McCleskey	<i>[Signature]</i>	678-525-6315	4974 Donald Dr	28 yr
BILLY RAY ALLEN	<i>[Signature]</i>	770-206-0589	10800 Old Logansville Rd.	33 yrs
John Jones	<i>[Signature]</i>	678-637-4900	5210 Donald	20 yrs
DAVID ZORGER	<i>[Signature]</i>	770-843-5969	5125 Donald Drive	34 years
Cynthia Sauls	<i>[Signature]</i>	770-294-8779	5025 Donald Drive	5 years
Jeff Sauls	<i>[Signature]</i>	404-569-3293	5025 DONALD DRIVE	5 years
Anna Sauls	<i>[Signature]</i>	404-293-6199	5025 Donald Dr	5 years
Steve Cadden	<i>[Signature]</i>	770-595-2674	5049 Donald Dr	3 years

OBJECTION PETITION

WE OPPOSE & OBJECT TO THE REZONING OF 4965 DONALD DRIVE – PLACE OF WORSHIP

THE UNDERSIGNED SHOWS SUPPORT FOR THE OPPOSITION & OBJECTION TO THE REZONING OF 4965 DONALD DRIVE – PLAE OF WORSHIP

NAME	SIGNATURE	PHONE	ADDRESS	YEARS ON DONALD DR
Deedie Golden	Deedie V. Golden	770-480-3096	5049 Donald Dr	3
Joel Alvarado	Joel Alvarado	(313) 422-5021	4389 Thompson	2
Larry Bonds	Larry Bonds	770-466-1316	4419 Thompson	15
Steve Peters	Steve Peters	770-466-1316		12
Donald Benn		678-410-9870	5093 Le. 205W	70
Keith Clay	Keith Clay	770-601-2799	4209 Thompson	70
Debra Clay	Debra Clay	770-231-1805	4209 Thompson	7
Herbert G.		470-3993084	4899 Thompson D.L.	3
Sean Colborn		678-978-6284	4329 Thompson	1



Welcome to

**IDENTITY
AWAKE**
YOUTH CAMP





WALTON CO. 4965 DONALD DR.
CONCRETE ALREADY PAURED 100
YARDS FOR EVENT CENTER



5030 DONALD DR.
23 YEARS NO SILT
TILL PAST YEAR



5030 DONALD PR.

23 YEARS NO

SILT TO PAST YEAR



4969 DONALD DR.
GWINNETT CO.

POOL / DECK INSTALLED
NO PERMITS HOUSE
REMODELED FOR YOUTH CAMP



Gwinnett

STOP WORK ORDER

GWINNETT PLANNING & DEVELOPMENT

One Justice Square | 446 West Crogan Street, Lawrenceville, Georgia 30046
678.518.6000 | GwinnettCounty.com

FAILURE TO COMPLY WITH THE VIOLATIONS OR DISCREPANCIES LISTED BELOW COULD RESULT IN A \$1,000 FINE PER DAY, REVOCATION OF PERMIT, OR BOTH.

- ELECTRICAL
- PLUMBING
- HEATING & AIR
- EROSION CONTROL
- LAND DISTURBANCE
- STREAM BUFFER
- BUILDING OR STRUCTURE
- OTHER

Lot: _____ Block: _____ Project: _____
 Permit Number: Lot 2024-00057
 Address: 4969 DONALD DR LAWRENCEVILLE, GA 30052
 Comments: BUILDING A DUB AND A PAUL WITBANT. PERMITS
AND VIOLATIONS 106.2 PERMITS REQUIRED
MUST OBTAIN A BUILDING PERMIT
 County Official: MICHAEL HUDSON SEP 12-29-2024

WARNING
DO NOT REMOVE OR TAMPER WITH THIS NOTICE.
PUBLIC NOTICES ARE THE PROPERTY OF GWINNETT COUNTY.

4985 DONALD DR.



MARCH 3 at 12:09 pm
emergency vehicles in street
CARS had to go off
street to try + get around
only 1 way in and out

(DEADEND NO
EVIDENCE)

4984 DONALD JR.



CARS COULD NOT GET AROUND
emergency vehicles



Planning and Development Department Case Information

Case Number: CU24010025

Meeting Dates: Planning Commission 03-07-2024
Board of Commissioners 04-02-2024

Current Zoning: B2

Request: Conditional Use for outside storage and Variance to reduce transitional buffer from 50' to 10'.

Address: L & P Parkway, Monroe, Georgia 30655

Map Number: C1370032A00

Site Area: 1.68 acres

Character Area: Highway Corridor

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

Applicant:
Mullins and Kellis LLC
4041 Colham Ferry Road
Watkinsville, Georgia 30677

Owner:
LK EQ LLC (Diane Horne)
2050 Lakeview Drive #201
Clearwater, Florida 33763



SITE PLAN
MULLINS & KELLIS
OFFICE
WAREHOUSE

1.68 ACRES
 PARCEL ID: C1370032A00
 LAND LOT 1
 2ND LAND DISTRICT
 L&P PARKWAY
 WALTON COUNTY, GEORGIA

01-23-2024
 SCALE: 1" = 30'

OWNER
 LK EO LLC
 2050 LAKEVIEW DRIVE, #201
 CLEARWATER, FL 33763
 MONROE, GA 30655

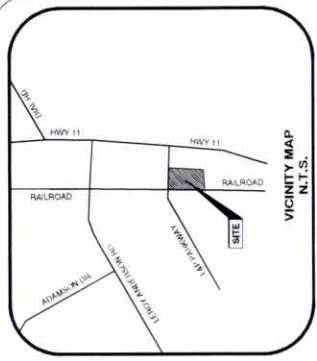
APPLICANT
 MULLINS AND KELLIS, LLC
 4041 COLHAM FERRY RD
 WATKINSVILLE, GA 30677

24 HOUR EMERGENCY CONTACT
 WAYNE KELLIS
 404-374-4085

REVISIONS

DATE	DESCRIPTION

JOB: MAK OFFICE WAREHOUSE
SHEET 2

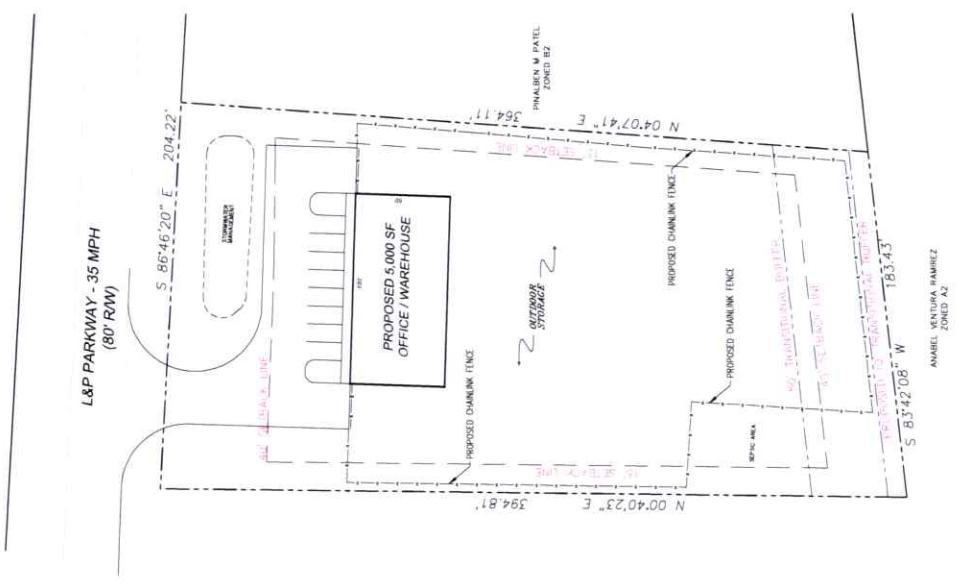


ZONED B-2
 TOTAL SITE AREA = 1.68 ± ACRES
 PROPOSED USE = OFFICE WAREHOUSE WITH OUTDOOR STORAGE
 MINIMUM LOT SIZE = 25,500 S.F.
 APPLICABLE ORDINANCE: ARTICLE 4 - PART 4 SECTION 200

MINIMUM DEVELOPMENT STANDARDS FOR B-2 COMMERCIAL DEVELOPMENTS:

SETBACKS:
 FRONT YARD SETBACK = 40 FEET (ALONG LOCAL STREET)
 50 FEET (ALONG ARTERIAL)
 SIDE YARD SETBACK = 15 FEET
 REAR YARD SETBACK = 40 FEET

PROPERTY DEVELOPMENT STANDARDS SHALL BE AS PERMITTED UNDER THE B-2 ZONING DISTRICT AS FOLLOWS:
 1. MIN LOT SIZE = 25,500 SQUARE FEET
 2. MIN FRONTAGE = 100 FEET
 3. MAX IMPERVIOUS COVERAGE = 75%



NOTE:
 NO PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13297C0139F DATED 12-15-2022.

"NOT FOR FINAL RECORDING"



Existing Site Conditions: Property contains 1.68 acres.



The surrounding properties are zoned I1 (M1) , B2 and A2.

Staff Comments/Concerns:

Outdoor Storage of Commercial Vehicles (20)

(Conditional use in B2, allowed by right in B3, M1 and M2) Open storage of Operational recreational vehicles and dry storage of pleasure boats of the type customarily maintained by private individuals for their personal use, truck and/or trailers, antique cars and other vehicles shall be permitted provided the following conditions are met. (5-3-22)

- (1) The area so designated shall be clearly delineated upon the site plan submitted for approval by the county.**
- (2) The storage area shall be entirely screened from view from adjacent residential properties and public streets by a building or by the installation of an eight-foot high opaque wall or fence.**
- (3) Vehicles shall not be stored within the area set aside for minimum building setbacks.**
- (4) No vehicle maintenance, washing, or repair shall be permitted on site. Pleasure boats stored on site shall be stored upon wheeled trailers. No dry stacking of boats shall be permitted on site.**
- (5) No vehicle shall be allowed to sit and run idle from 7:00pm to 7:00am unless located in an industrial park and not adjacent to any single family dwelling.**
- (6) Outdoor lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:**
 - a. Parking areas abutting residential uses shall only use cut-off luminaire fixtures mounted in such a manner that its cone of light does not cross any property line of the site.**
 - b. Only incandescent, florescent, metal halide, or color corrected high-pressure sodium may be used. The same type of lighting must be used for the same or similar types of lighting on any one site.**
 - c. Illumination shall be designed to restrict glare and shall be directed internally so as to minimize impact on adjoining properties.**

History:

Z02040005	Perry Glass	R-1 to B-2 Conv Store .83	C0137-32 742 Highway 11	Approved
-----------	-------------	------------------------------	----------------------------	----------

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a commercial driveway.

Sheriffs' Department: If approved this would not impact the Walton County Sheriff's Office.

Water Authority: This is located within the City of Monroe service area.

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

Fire Department Review: No comments.

Board of Education: No comment received.

DOT Comments: Will not require coordination with Georgia DOT.

City of Monroe: Case was sent to City of Monroe for comments – No comment received.

PC ACTION 3/7/2024:

CU24010025-Conditional Use for outside storage and Variance to reduce transitional buffer from 50' to 10'-Applicant: Mullins and Kellis LLC/Owner: LK EQ LCC-Property located on L & P Pkwy/Map/Parcel C1370032A00-District 5.

Presentation: Wayne Kellis represented the case. He said he is a partner in a landscaping business. They have been looking for a place to run their business. They have now purchased this property and they want to run a landscape business and run service out of here. They are asking for outside storage for trucks and trailers and some other equipment. They are also asking for a Variance to the buffer in the back from 50' to 10'. This property abuts a small slither of residential property, but they need to use all that they can of the property.

Tim Hinton asked if this property is before the railroad track and Mr. Kellis stated that it was. Mr. Kellis stated that this property backs up to a residential place and this is the only residential side.

Speaking: Peter Dean spoke and stated that he has been in America for 42 years. He lives on Mt Vernon Road, but he owns Propco Propellers which is across from Leggett & Platt. He wanted to know if they were going to park tractor trailers on the property and was it going to be for their business only. He stated that he is not opposed to the landscape business. Mr. Dean stated that he moved to the county in 1982 and he wants quality people to be there.

Mr. Kellis came back for rebuttal and stated that at the back property line there are various hardwoods from 1" to 15 ft. brush with 20 ft tops. He wants to put the office warehouse there for materials and work equipment.

Wesley Sisk, he knows this property and it is potential commercial and that the owner of this property is the same owner of the gas station.

Recommendation: Timothy Hinton made a motion to approve the Conditional use based on two conditions: Either to a 20' reduction on the rear and it be completely undisturbed or 15' with Planning & Development giving guidance as to what evergreen trees to plant there. He Also stated that the septic tank has to be in back corner 100% undisturbed with a second by Timothy Kemp. The motion carried unanimously.

Conditional Use Application # CU24010025 J Variance

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

Board of Comm Meeting Date 4-2-2024 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 C1370032A00

Applicant Name/Address/Phone #
MULLINS AND KELLIS, LLC
4041 COLHAM FERRY ROAD
WATKINSVILLE, GA30677

Property Owner Name/Address/Phone
LK EQ, LLC (DIANE HORNE)
2050 LAKEVIEW DRIVE, #201
CLEARWATER, FL 33763
(If more than one owner, attach Exhibit "A")

E-mail: wayne.kellis@opterrasolutions.com

Phone # 404-376-4085

Phone # 770-294-7350

Location TRACT B, L&P PARKWAY Present Zoning B2 Acreage 1.68

Existing Use of Property: VACANT

Existing Structures: NONE

Property is serviced by:

Public Water: YES Provider: CITYOF MONROE Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: YES

The purpose of this conditional use is: OUTDOOR STORAGE FOR MATERIALS AND EQUIPMENT AND A VARIANCE IN THE TRANSITIONAL BUFFER TO REDUCE IT FROM 50 FT TO 10 FEET

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.

Wayne C Kellis
Signature

1-27-24
Date

\$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 I1 South A2
East B2 West I1

Comprehensive Land Use: Highway Corridor

Commission District: 5-Jeremy Adams Watershed: /

I hereby withdraw the above application _____ 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.**

THE PROPOSED DEVELOPMENT WILL NOT AFFECT THE ADJACENT PROPERTIES. THE PROPERTY TO THE REAR IS ZONED RESIDENTIAL. AN UNDISTURBED BUFFER WILL REMAIN ON THE REAR OF THE PROPERTY AND A FENCE WILL ALSO BE INSTALLED ALONG THE REAR.

2. **Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.**

THIS PROJECT WILL NOT IMPACT THE VEHICULAR TRAFFIC OR PEDESTRAIN MOVEMENT ON ADJACENT STREETS IN ANY WAY. THE PROPERTY WILL BE ACCESSED FROM A COMMERCIAL DRIVEWAY BUILT TO WALTON COUNTY STANDARDS.

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.**

THE PROPOSED OFF STREET PARKING AND LOADING AND THE ENTRANCES AND EXITS TO THEM WILL BE ADEQUATE FOR THE PROPOSED DEVELOPMENT. THE PROPERTY WILL BE ACCESSED BY A COMMERCIAL DRIVEWAY PER WALTON COUNTY STANDARDS.

4. **Public facilities and utilities are capable of adequately serving the proposed use.**

ALL EXISTING PUBLIC FACILITIES AND UTILITIES WILL BE SUFFICIENT TO SERVE THE PROPOSED DEVELOPMENT.

5. **The proposed use will not adversely affect the level of property values or general character of the area.**

THE GENERAL CHARACTER OF THE AREA IS COMMERCIAL & INDUSTRIAL, WITH RESIDENTIAL TO THE SOUTH THAT IS ACCESSED FROM HWY 11. THERE WILL BE NO ADVERSE AFFECT TO PROPERTY VALUES OR GENERAL CHARACTER OF THE AREA.

**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: Mullins and Kellis LLC (Wayne Kellis)
Address: 4041 Colham Ferry Road Watkinsville, GA 30677
Telephone: 404-376-4085
Location of Property: Tract B Land P Parkway Monroe, GA.

Map/Parcel Number: C1370032A00

Current Zoning: B2 Requested Zoning: B2 with Conditional Use for outside store

Diane B. Horne
Property Owner Signature

Property Owner Signature

Print Name: Diane B. Horne

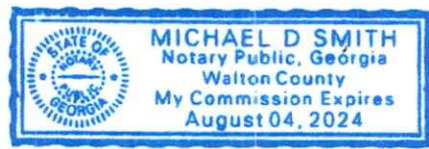
Print Name: _____

Address: 2050 Lakenew Dr. #201
Clearwater, FL 33763
Phone #: 770-294-1350

Address: _____
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.

Michael D. Smith Notary Public 1-23-2024 Date



January 29, 2024

Walton County Planning & Development
126 Court Street
Monroe, GA 30655
ATTN: Tracie Malcom, Zoning Coordinator

Dear Ms. Malcom-

Please find attached an application for a conditional use and variance to the transitional buffer for the 1.68-acre property on L&P Parkway. The proposed project includes the construction of a 5,000 square foot office warehouse building along with the necessary infrastructure to support that development as shown on the drawing included with the application.

The proposed conditional use will allow us to have outdoor storage behind the building, within a fenced area. We plan to park the trucks, trailers and other materials and equipment used by our company in the fenced area.

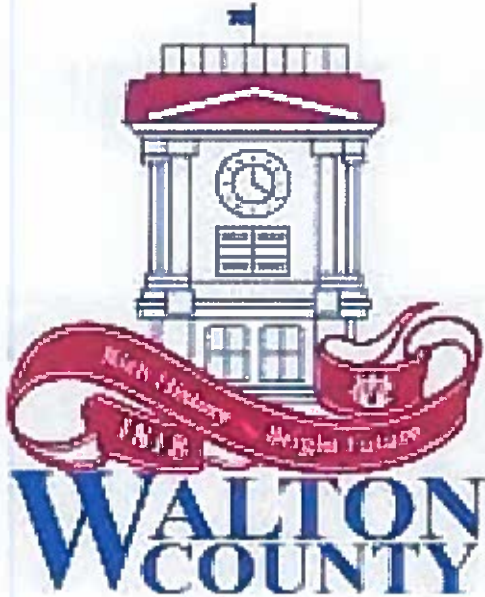
The variance request is to reduce the transitional buffer on the rear (southern) property line from 50 feet to 10 feet. This reduction in the transitional buffer will allow us to fully utilize the property without completely eliminating the buffer.

Please contact me at 404-376-4085 should you have any questions or concerns.

Sincerely,


Wayne Kellis

Walton County, Georgia



Capital Improvements Element

2024 Annual Update: Financial Report & Short Term Work Program

April 2, 2024, Draft

Introduction

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

According to the Compliance Requirements, the Annual Update:

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

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

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

Financial Report

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

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

The County's fiscal year runs from July 1 to June 30. Thus, these financial reports are based on the audits prepared for FY 2024. The required financial information for each public facility appears in the main financial tables.

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements-a community work program (CWP)- as specified in the Compliance

Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must "upgrade their entire Short Term [i.e., Community] Work Program annually."¹

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

Introduction

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

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

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

² Chapter 110-12-1-.03(3).

WALTON COUNTY Annual Impact Fee Financial Report - Fiscal Year 2023

Public Facility	Libraries	Fire Protection	County Jail	Sheriff's Office	Emergency Commun-ications	EMS	Parks & Recreation	CIE Prep*	Admin-istration	TOTAL
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide			
Impact Fee Fund Balance July 1, 2022	\$339,881.97	\$552,377.58	\$158,902.38	\$74,190.76	\$29,583.08	\$51,237.72	\$972,111.68	\$12,364.40	\$59,354.73	\$2,249,984.30
July Collections	\$10,955.10	\$20,521.34	\$5,081.85	\$4,773.53	\$481.62	\$848.79	\$29,805.08	\$471.81	\$2,173.59	\$75,092.71
August Collections	\$8,681.40	\$18,087.25	\$4,457.94	\$4,210.85	\$424.16	\$747.50	\$23,619.12	\$392.23	\$1,806.99	\$62,427.44
September Collections	\$9,508.20	\$16,709.10	\$4,123.62	\$3,884.66	\$392.34	\$691.48	\$25,868.52	\$398.42	\$1,835.50	\$63,411.84
October Collections	\$4,960.80	\$7,056.62	\$1,744.92	\$1,637.16	\$166.00	\$292.62	\$13,496.64	\$191.16	\$880.72	\$30,426.64
November Collections	\$8,061.30	\$16,310.71	\$4,020.91	\$3,796.40	\$382.58	\$674.24	\$21,932.04	\$359.34	\$1,655.46	\$57,192.98
December Collections	\$8,614.40	\$8,533.44	\$2,112.32	\$1,977.60	\$200.96	\$354.24	\$17,995.52	\$248.08	\$1,133.76	\$39,168.32
January Collections	\$5,787.60	\$8,527.28	\$2,107.83	\$1,979.13	\$200.54	\$353.47	\$15,746.06	\$225.99	\$1,041.15	\$35,969.05
February Collections	\$7,441.20	\$9,600.12	\$2,376.36	\$2,224.80	\$226.08	\$398.52	\$20,244.96	\$276.84	\$1,275.48	\$44,064.36
March Collections	\$13,848.90	\$17,866.89	\$4,422.67	\$4,140.60	\$420.76	\$741.69	\$37,678.12	\$516.23	\$2,373.81	\$82,008.67
April Collections	\$11,575.20	\$15,230.58	\$3,769.26	\$3,530.47	\$358.60	\$632.11	\$31,492.16	\$433.63	\$1,997.83	\$69,019.84
May Collections	\$18,809.70	\$24,668.30	\$6,105.13	\$5,717.92	\$580.83	\$1,023.84	\$51,174.76	\$703.82	\$3,242.71	\$112,027.01
June Collections	\$16,536.00	\$21,333.60	\$5,280.80	\$4,944.00	\$502.40	\$885.60	\$44,988.80	\$615.20	\$2,834.40	\$97,920.80
Subtotal: Fee Accounts	\$462,641.77	\$736,822.81	\$204,485.99	\$117,007.88	\$33,919.95	\$68,881.82	\$1,306,163.48	\$17,194.15	\$81,608.13	\$3,016,713.96
Accrued Interest	\$1,484.01	\$2,363.49	\$655.93	\$375.32	\$108.80	\$188.87	\$4,189.73	\$55.15	\$261.77	\$9,683.08
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
(July Expenditures)				(\$3,106.66)						(\$3,106.66)
(August Expenditures)				(\$398.70)					(\$278.00)	(\$676.70)
(Sept Expenditures)	(\$56,368.94)								(\$16,870.00)	(\$73,238.94)
(October Expenditures)										\$0.00
(November Expenditures)										\$0.00
(December Expenditures)										\$0.00
(January Expenditures)										\$0.00
(February Expenditures)										\$0.00
(March Expenditures)										\$0.00
(April Expenditures)										\$0.00
(May Expenditures)										\$0.00
(June Expenditures)		(\$482,288.00)								(\$482,288.00)
Subtotal Expenditures	(\$56,368.94)	(\$482,288.00)	\$0.00	(\$3,505.36)	\$0.00	\$0.00	\$0.00	\$0.00	(\$17,148.00)	(\$559,310.30)
Impact Fee Fund Balance June 30, 2023	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.84	\$34,028.75	\$59,070.69	\$1,310,343.19	\$17,249.30	\$64,719.90	\$2,469,086.74

SO Training Center
 Ross & Assoc \$278, Training Center
 Library Books, PZ Scanning Machine

 Fire Truck
 Balance at end of June 2023

WALTON COUNTY Annual Impact Fee Financial Report - Fiscal Year 2023

Public Facility	Libraries	Fire Protection	County Jail	Sheriff's Office	Emergency Commun-ications	EMS	Parks & Recreation	CIE Prep*	Admin-istration	TOTAL
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide			
Impact Fee Fund Balance July 1, 2022	\$339,861.97	\$552,377.58	\$158,902.38	\$74,190.76	\$29,583.08	\$51,237.72	\$972,111.68	\$12,364.40	\$59,354.73	\$2,249,984.30
Subtotal: Fee Accounts	\$462,641.77	\$736,822.81	\$204,485.99	\$117,007.88	\$33,919.95	\$58,881.82	\$1,306,153.46	\$17,194.15	\$81,606.13	\$3,018,713.96
Accrued Interest (Impact Fee Refunds)	\$1,484.01	\$2,363.49	\$655.93	\$375.32	\$108.80	\$188.87	\$4,189.73	\$55.15	\$261.77	\$9,683.08
Subtotal Expenditures	(\$56,368.94)	(\$482,288.00)	\$0.00	(\$3,505.36)	\$0.00	\$0.00	\$0.00	\$0.00	(\$17,148.00)	(\$559,310.30)
Impact Fee Fund Balance June 30, 2023	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.84	\$34,028.75	\$59,070.69	\$1,310,343.19	\$17,249.30	\$64,719.90	\$2,469,086.74

WALTON COUNTY Annual Impact Fee Financial Report - Fiscal Year 2023

Public Facility	Libraries	Fire Protection	County Jail	Sheriff's Office	Emergency Communications	EMS	Parks & Recreation	CIE Prep*	Administration	TOTAL
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide			
Impact Fee Fund Balance July 1, 2022	\$339,861.97	\$552,377.58	\$158,902.38	\$74,190.76	\$29,583.08	\$51,237.72	\$972,111.68	\$12,364.40	\$59,354.73	\$2,249,984.30
July Collections	\$10,955.10	\$20,521.34	\$5,061.85	\$4,773.53	\$481.62	\$848.79	\$29,805.08	\$471.81	\$2,173.59	\$75,092.71
August Collections	\$8,681.40	\$18,087.25	\$4,457.94	\$4,210.85	\$424.16	\$747.50	\$23,619.12	\$392.23	\$1,806.99	\$62,427.44
September Collections	\$9,508.20	\$16,709.10	\$4,123.62	\$3,884.66	\$392.34	\$691.48	\$25,868.52	\$398.42	\$1,835.50	\$63,411.84
October Collections	\$4,960.80	\$7,056.62	\$1,744.92	\$1,637.16	\$166.00	\$292.62	\$13,496.64	\$191.16	\$880.72	\$30,426.64
November Collections	\$8,061.30	\$16,310.71	\$4,020.91	\$3,796.40	\$382.58	\$674.24	\$21,932.04	\$359.34	\$1,655.46	\$57,192.98
December Collections	\$6,614.40	\$8,533.44	\$2,112.32	\$1,977.60	\$200.96	\$354.24	\$17,995.52	\$246.08	\$1,133.76	\$39,168.32
January Collections	\$5,787.60	\$8,527.28	\$2,107.83	\$1,979.13	\$200.54	\$353.47	\$15,746.06	\$225.99	\$1,041.15	\$35,969.05
February Collections	\$7,441.20	\$9,600.12	\$2,376.36	\$2,224.80	\$226.08	\$398.52	\$20,244.96	\$276.84	\$1,275.48	\$44,064.36
March Collections	\$13,848.90	\$17,866.89	\$4,422.67	\$4,140.60	\$420.76	\$741.69	\$37,678.12	\$515.23	\$2,373.81	\$82,008.67
April Collections	\$11,575.20	\$15,230.58	\$3,769.26	\$3,530.47	\$358.60	\$632.11	\$31,492.16	\$433.63	\$1,997.83	\$69,019.84
May Collections	\$18,809.70	\$24,668.30	\$6,105.13	\$5,717.92	\$580.83	\$1,023.84	\$51,174.76	\$703.82	\$3,242.71	\$112,027.01
June Collections	\$16,536.00	\$21,333.60	\$5,280.80	\$4,944.00	\$502.40	\$885.60	\$44,988.80	\$615.20	\$2,834.40	\$97,920.80
Subtotal: Fee Accounts	\$462,641.77	\$736,822.81	\$204,485.99	\$117,007.88	\$33,919.95	\$58,881.82	\$1,306,153.46	\$17,194.15	\$81,606.13	\$3,018,713.96
Accrued Interest	\$1,484.01	\$2,363.49	\$655.93	\$375.32	\$108.80	\$188.87	\$4,189.73	\$55.15	\$261.77	\$9,683.08
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(July Expenditures)				(\$3,106.66)						(\$3,106.66)
(August Expenditures)				(\$398.70)					(\$278.00)	(\$676.70)
(Sept Expenditures)	(\$56,368.94)								(\$16,870.00)	(\$73,238.94)
(October Expenditures)										\$0.00
(November Expenditures)										\$0.00
(December Expenditures)										\$0.00
(January Expenditures)										\$0.00
(February Expenditures)										\$0.00
(March Expenditures)										\$0.00
(April Expenditures)										\$0.00
(May Expenditures)										\$0.00
(June Expenditures)		(\$482,288.00)								(\$482,288.00)
Subtotal Expenditures	(\$56,368.94)	(\$482,288.00)	\$0.00	(\$3,505.36)	\$0.00	\$0.00	\$0.00	\$0.00	(\$17,148.00)	(\$559,310.30)
Impact Fee Fund Balance June 30, 2023	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.84	\$34,028.75	\$59,070.69	\$1,310,343.19	\$17,249.30	\$64,719.90	\$2,469,086.74

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

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

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

² CWP excludes Animal Services because no impact fee projects are anticipated between 2023 and 2027.

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

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

Emergency Medical Services	New Ambulances (5)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Emergency Medical Services Department	\$828,413	100% Impact Fees	One per year
Emergency Medical Services	Education Facility (2,500 sf)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				Emergency Medical Services Department	\$830,045	100% Impact Fees	

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

Georgia, Walton County

Transmittal Resolution
Capital Improvements Element Annual Update
Walton County, Georgia

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

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on April 2, 2024, at 6:00 P.M.

BE IT THEREFORE RESOLVED, that the Board of Commissioners of Walton County does hereby submit the Capital Improvements Element Annual Update to the Northeast Georgia Regional Development Center for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 2nd day of April 2024.

BY: _____

ATTEST: _____

**WALTON COUNTY, GEORGIA
RESOLUTION NUMBER ____**

**A RESOLUTION
BY THE BOARD OF COMMISSIONERS
OF WALTON COUNTY**

A Resolution Consenting to the Deannexation of
Certain Real Property from the City of Monroe, Georgia

WHEREAS, the owners of the property described and identified on Exhibit “A” attached hereto and by this reference made a part hereof, have requested that said property be deannexed from the City of Monroe, Georgia; and

WHEREAS, O.C.G.A. Section 36-36-22 provides the procedures for the deannexation of land from a municipality within the State of Georgia; and

WHEREAS, O.C.G.A. Section 36-36-22 requires that the governing authority of Walton County consent to this proposed deannexation of property; and

WHEREAS, the deannexation of this property is in the best interest of Walton County, Georgia.

WHEREAS, the Walton County Board of Commissioners has adopted zoning regulations pertaining to all properties lying within unincorporated Walton County;

NOW THEREFORE, BE IT RESOLVED that the Walton County Board of Commissioners does hereby consent to the deannexation of the property described and identified on Exhibit “A” attached hereto, from the City of Monroe, Georgia subject to a zoning classification being established.

Adopted this ____ day of April, 2024.

David G. Thompson, Chairman
Walton County Board of Commissioners

Attest: _____
Rhonda Hawk, County Clerk
Walton County, Georgia

[COUNTY SEAL]

Exhibit "A"

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lots 10 and 11 of the 4th District of Walton County, Georgia, being Tract#2 having 9.052 acres, more or less, as shown on a plat of survey entitled "Survey for: Equitable Partners II, LLC Fairfield Financial Services and Lawyers Title Insurance Corporation", dated October 5, 2005, prepared by Brewer & Dudley, LLC, certified by John F. Brewer, III, Georgia RLS No. 2905, filed at Plat Book 99, Page 33, of the Walton County, Georgia, Superior Court Records; said plat of survey and the record thereof being incorporated herein for a more metes and bounds description of the property conveyed.

This is the same property described in Warranty Deed from Alcovy River Station, LLC to True Life Ministries, Inc., dated September 12, 2013, recorded September 16, 2013, at Deed Book 3585, Page 443, Walton County, Georgia records.

Subject Property Address: 0 Highway 78, Monroe, GA 30655
Parcel ID: C0750160A00

DE-ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF Monroe TO DE-ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION

PLEASE LIST THE APPLICANT NAME REQUESTING DE-ANNEXATION

APPLICANT NAME: Jose A Lemus
 APPLICANT ADDRESS: 566 Hoke o Kelly Mill Rd SE 1
 CITY, STATE & ZIP: Loganville GA 30052
 TELEPHONE NUMBER: 678-977-7813

PROPOSED PROPERTY TO BE DE-ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE DE-ANNEXED: HWY 78 Monroe
 (2) SUBDIVISION OF THE PROPERTY TO BE DE-ANNEXED:
 (3) LOT(S) NUMBER OF THE PROPERTY TO BE DE-ANNEXED: 1
 (4) FUTURE INTENDED USE OF THE PROPERTY TO BE DE-ANNEXED: Construction Business/Landscaping

- PRESENT ZONING CLASSIFICATION Commercial Small tract
- PROPOSED AMOUNT OF ACREAGE TO BE DE-ANNEXED 8.919 Acres
- TAX MAP NUMBER/PARCEL NUMBER C0750160A00
- HOUSING UNITS

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF REGISTERED VOTERS NA
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1) NA
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD. NA
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD. NA
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF HOUSING UNITS. NA
- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX. NA CAUCASIAN NA LATINO
- NA AFRICAN AMERICAN NA OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH NA

[Signature]
 SIGNATURE OF APPLICANT

2-26-2024
 DATE

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached De-Annexation Application, which proposes to amend the Official Zoning Map of Walton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

8.919 Acres of HWY 78 MONROE CO 750160A00
Describe parcel or parcels and nature of interest and percentage of interest

Construction / Landscaping 100% of Property

I hereby appoint Jose A Lemus
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached de-annexation application.

[Signature]
(Owner's Name)

Sworn to and subscribed
Before me, this 1th day
of MARCH, 2024

[Signature]
Notary Public

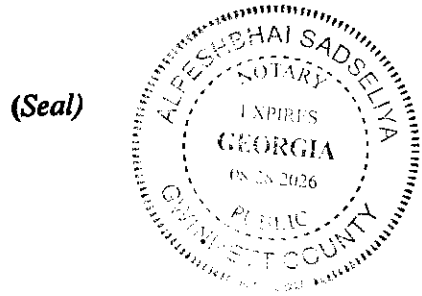


Exhibit "A"
Legal Description

All that tract or parcel of land lying and being in Land Lots 10 and 11 of the 4th District of Walton County, Georgia, being Tract #2 having 9.052 acres, more or less, as shown on a plat of survey entitled "Survey for: Equitable Partners II, LLC Fairfield Financial Services and Lawyers Title Insurance Corporation", dated October 5, 2005, prepared for Brewer & Dudley, LLC, certified by John F. Brewer, III, Georgia RLS No. 2905, filed at Plat Book 99, Page 33, of the Walton County, Georgia, Superior Court Records; said plat of survey and the record thereof being incorporated herein for a more metes and bounds description of the property conveyed.

This is the same property described in Warranty Deed from Alcovy River Station, LLC to True Life Ministries, Inc., dated September 12, 2013, recorded September 16, 2013, at Deed Book 3585, Page 443, Walton County, Georgia records.

Subject Property Address: 0 Highway 78, Monroe, GA 30655
Parcel ID: C0750160A00

DEED PREPARED BY:
Jason McCart
McCart Law Firm, LLC
2195 Pace Street, Suite E
Covington, GA 30014

BK:5289 PG:292-293
Filed and Recorded
Apr-03-2023 02:28 PM
DOC# 2023 - 003235
Real Estate Transfer Tax
Paid: \$ 225.00
1472023001271
KAREN P. DAVID
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA
Participant ID: 9246201397

AFTER RECORDING RETURN TO:
Jason McCart
McCart Law Firm, LLC
2195 Pace Street, Suite E
Covington, GA 30014

SUBJECT PROPERTY:
0 HWY 78
Monroe, GA 30655
Tax Parcel ID: C0750160A00

MLF File #: 2023-1135

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF NEWTON

This indenture made this 31st day of March, 2023 between True Life Ministries, Inc., as party or parties of the first part, hereinafter called Grantor, and Jose Alexander Lemus, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,


SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF BY REFERENCE

This Deed is given subject to all easements and restrictions of record, if any.


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

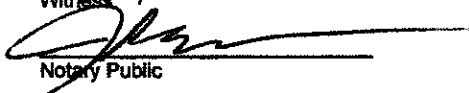
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee, its successors and assigns, against the claims of all persons owning, holding or claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

True Life Ministries, Inc. a Corporation
By  (SEAL)
Samuel Head, Jr., Chairman and CEO

Signed, sealed and delivered this 31st day of March, 2023 in the presence of:



Witness


Notary Public

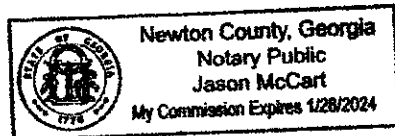


Exhibit "A"
Legal Description

All that tract or parcel of land lying and being in Land Lots 10 and 11 of the 4th District of Walton County, Georgia, being Tract #2 having 9.052 acres, more or less, as shown on a plat of survey entitled "Survey for: Equitable Partners II, LLC Fairfield Financial Services and Lawyers Title Insurance Corporation", dated October 5, 2005, prepared for Brewer & Dudley, LLC, certified by John F. Brewer, III, Georgia RLS No. 2905, filed at Plat Book 99, Page 33, of the Walton County, Georgia, Superior Court Records; said plat of survey and the record thereof being incorporated herein for a more metes and bounds description of the property conveyed.

This is the same property described in Warranty Deed from Alcovy River Station, LLC to True Life Ministries, Inc., dated September 12, 2013, recorded September 16, 2013, at Deed Book 3585, Page 443, Walton County, Georgia records.

Subject Property Address: 0 Highway 78, Monroe, GA 30655
Parcel ID: C0750160A00

2023 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

Item 6.2.

WALTON CO. TAX COMM.
303 S. HAMMOND DRIVE
SUITE 100
MONROE, GA. 30655

BILL NUMB. 2023 41843
ACCT NUMB. 627645 010
TAXPAYER TRUE LIFE MINISTRIES INC
MAP NUMBER C 75 160 A
LEGAL DESC TR#2 9.05AC
LOCATION HWY 78
CURRENT YEAR TAXES NO TAX DUE

PAYMENT DUE NO TAX DUE
ON OR BEFORE NOVEMBER 15, 2023

If paying by check or money order,
please include your tax bill number.

TRUE LIFE MINISTRIES INC 41843PT
P O BOX 482
SOCIAL CIRCLE GA 30025

WALTON CO. TAX COMM. 2023
303 S. HAMMOND DRIVE CO.PT.
SUITE 100 41843
MONROE, GA. 30655

Please return this portion of your bill with your payment

2023 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR	BILL NUM	ACCOUNT NUMBER	DI	LOCATION/DESCRIPTION	MAP/PARCEL		FAIR MARKET VALUE
2023	041843	627645 010	1	TR#2 9.05AC	C 75	160 A	456,100
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE	
COUNTY	182440		182440	.0104130	554.25	1,899.75	
SCHOOL	182440		182440	.0166930		3,045.47	
SCH BOND	182440		182440	.0013900		253.59	
MONROE	182440		182440	.0064670	807.11	1,179.84	
OTHR CHRGS						55.81	
TOTAL SCHOOL TAXES						3,299.06	
TOTAL COUNTY T						1,899.75	
TOTAL CITY T						1,179.84	
PAYMENTS						-6,434.46	

THIS YEAR TAX NO TAX DUE
TOTAL TAX DUE NO TAX DUE

TRUE LIFE MINISTRIES INC
P O BOX 482
SOCIAL CIRCLE GA 30025

PAYMENT MUST BE MADE ON OR BEFORE
NOVEMBER 15, 2023
YOUR CANCELLED CHECK IS YOUR RECEIPT

CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY
WALTON CO. TAX COMM.
303 S. HAMMOND DRIVE
SUITE 100
MONROE, GA. 30655

-----PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL-----

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2024 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770)267-1352. If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value not later than 4/01/2024 in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at 303 S. HAMMOND DRIVE and/or (770)267-1352

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer:

LOCAL TAX LEVY:	
Mill rate required to produce local budget	24.342
Reduction in mill rate due to rollback to taxpayers of sales tax proceeds this previous year	7.462
Actual mill rate set by local officials	16.880

Walton County, GA

Parcel Number C0750160A00
Location Address HWY 78
Legal Description TR#2 9.05AC
 (Note: Not to be used on legal documents)
Class C4-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning PCD
Tax District Monroe (District 01)
Millage Rate 39.382
Acres 9.05
Neighborhood 09094-HWY 78 MAJOR (09094)
Homestead Exemption No (\$0)
Landlot/District 10 / 4

[View Map](#)

Owner

LEMUS JOSE ALEXANDER
 567 HOKE OKELLEY MILL RD SE
 LOGANVILLE, GA 30052

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	09094-AC-HWY 78 MAJOR	Acres	394,218	0	0	9.05	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
3/31/2023	5289 292	099 033	\$225,000	Land Market - Vacant	TRUE LIFE MINISTRIES INC	LEMUS JOSE ALEXANDER
9/12/2013	3585 443	099 033	\$194,618	Land Market - Vacant	ALCOVY RIVER STATION LLC	TRUE LIFE MINISTRIES INC
9/27/2011	3295 329	099 033	\$30,300	NO USE PURCHASE FROM BANK (VACANT)	STATE BANK AND TRUST COMPANY	ALCOVY RIVER STATION LLC
3/30/2011	3283 192	018 075	\$0	Unqualified - Vacant	SECURITY BANK OF BIBB	STATE BANK AND TRUST COMPANY
12/4/2007	2839 499	018 075	\$0	Unqualified - Vacant	EQUITABLE PARTNERS II	SECURITY BANK OF BIBB
2/3/2006	2414 158	018 075	\$384,700	Land Market - Vacant	HUGHES LADYE ARNOLD &	EQUITABLE PARTNERS II
12/27/2004	2109 158	018 075	\$0	Unqualified - Vacant	ARNOLD JOHN R ESTATE	ARNOLD BETTE RUSSELL

Valuation

	2023	2022	2021	2020
Previous Value	\$456,100	\$244,300	\$244,300	\$244,300
Land Value	\$456,100	\$456,100	\$244,300	\$244,300
+ Improvement Value	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0
= Current Value	\$456,100	\$456,100	\$244,300	\$244,300

No data available for the following modules: Rural Land, Residential Improvement Information, Commercial Improvement Information, Manufactured Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

The Walton County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 3/1/2024, 9:15:30 AM

Contact Us



STATE OF GEORGIA

COUNTY OF WALTON

**DEVELOPMENT AUTHORITY OF WALTON COUNTY- WALTON COUNTY
SERVICE CONTRACT RENEWAL**

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, to be effective as of July 1, 2024, between WALTON COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "COUNTY", and the DEVELOPMENT AUTHORITY OF WALTON COUNTY, a public corporation duly crated under the Georgia Development Authorities Law (O.C.G.A. Tile 36, Chapter 62) acting by and through its Board of Directors, hereinafter referred to as "AUTHORITY";

WITNESSETH: WHEREAS, under the provisions of Article 9, Section 3, Paragraph 1 of the 1983 Constitution of the State of Georgia, the parties hereto are authorized to enter into an intergovernmental contract for a period not to exceed fifty (50) years; and

WHEREAS, under the provisions of the Georgia Development Authorities Law in O.C.G.A. Section 36-62-6(3) the parties are specifically authorized to enter into contracts to exercise the powers of the AUTHORITY; and

WHEREAS, among these powers granted to the AUTHORITY are those to appoint officers and retain agents, engineers, attorneys, fiscal agents, accountants and employees and to provide for their compensation and duties (O.C.G.A. Section 36-62-6(9)) and to expand for the promotion of industry, agriculture and trade within its area of operations (O.C.G.A. Section 36-62-6(16)); and

WHEREAS, the COUNTY is authorized to levy and collect taxes under O.C.G.A. Section 48-5-220(20) for the express public purpose of providing financial assistance to a county development authority for the purpose of trade, commerce, industry, and employment opportunities; and

WHEREAS, the General Assembly under O.C.G.A. Section 36-60-14 has confirmed the propriety of counties entering into similar contracts with certain nonprofit corporations to utilize such organizations to identify, attract, and locate new business and industry, agriculture and trade within Walton County, working with the other governments and nonprofit corporations established for like purposes in said County; and

WHEREAS, the COUNTY has determined that it is in the public interests and general welfare of the COUNTY and its citizens that it contract with and provide funding to the AUTHORITY for the express purposes of promoting commerce, employment, industry, agriculture and trade within Walton County, working with the other governments and nonprofit corporations established for like purposes in said County; and

WHEREAS. The AUTHORITY is willing to establish and maintain a staffed office to assist it in carrying out its duties and responsibilities under this Contract; and

WHEREAS, the COUNTY and AUTHORITY have heretofore entered into a similar Service Contract, dated April 5, 1994, covering the period of April 5, 1994, through June 30, 2001, and dated September 12, 2000, covering the period of July 1, 2000, through June 30, 2008, and dated June 3, 2008, covering the period of July 1, 2008, through June 30, 2015; and dated June 30, 2015, covering the period of July 1, 2015, through June 30, 2022;

WHEREAS, in order to provide assurance to the AUTHORITY of the continued financial support of the COUNTY following the expiration date the existing Service Contract to allow for long-range planning and administration of the AUTHORITY, the parties have determined to enter into a renewal of such existing Service Contract at this time; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, benefits, covenants and considerations herein expressed, pursuant to their authority and the law, and in furtherance of the public purposes herein contained, the parties de hereby agree as follows:

1. The term of the Contract shall be for a period of seven (7) years, commencing on July 1, 2024, and ending on June 30, 2031.
2. As consideration of the services provided by the AUTHORITY to the COUNTY as hereinafter set out, the COUNTY shall pay to the AUTHORITY during the entire term of this Contract an annual aggregate amount of no less than \$400,000.00, payable in quarterly installments of \$100,000.00 each on July 1, October 1, January 1, and April 1 of each year, beginning on July 1, 2024. (In any partial year under the Contract, only the applicable quarterly amounts shall be paid.)
3. In the performance of their respective duties and responsibilities under this Contract, the parties shall function and exist as independent public bodies, neither of whom having an agency, employee or other subservient relationship with the other; and, other than the requirement that both parties comply fully with the purposes of this Contract and the applicable laws, ordinances or regulations related thereto, neither party shall have the right to direct or control the manner or decisions of the other in compliance with the provisions hereof.
4. In consideration of the payments made hereunder by the COUNTY to the AUTHORITY, the AUTHORITY agrees to provide the following services for the benefit of the COUNTY:
 - a) In addition to fulfilling its other duties, powers, and responsibilities under the Georgia Development Authorities Law, the AUTHORITY shall utilize the sums paid to it under this Contract for the exclusive purpose of promoting industrial economic development within all areas of Walton County, Georgia suitable for such growth.
 - b) The AUTHORITY shall work with and coordinate its activities with all governments and public bodies located within Walton County, Georgia, other public authorities located therein, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, the Georgia Department of Economic Development, economic development departments of public and private utilities serving the area, area and regional planning and development bodies, and other agencies, boards, departments, and entities (public or private) which may be helpful or beneficial in carrying out the purposes of this Contract, and all utilities servicing the area, and other groups, organizations, or individuals with common interests herewith.
 - c) The AUTHORITY shall employ and maintain a full-time, professional, qualified and experienced individual to act as Executive Director of the AUTHORITY to oversee the promotion of commerce, employment, industry, agriculture and trade within Walton County, Georgia, upon such terms, benefits and conditions as may, from time to time, be established by the AUTHORITY, and the AUTHORITY shall employ such additional staff as it may deem necessary or appropriate to support its Executive Director and carry out its mission.
 - d) The AUTHORITY shall establish, equip, and maintain an office for the provision of its services.
 - e) The AUTHORITY shall gather, keep updated, research and develop information relating to Walton County for its promotion and distribution to prospective industries, enterprises, ventures, or other potential developmental entities.
 - f) The AUTHORITY shall develop and secure documentation and materials to illustrate information on Walton County for distribution to prospects, which may include maps, charts, photographs, topographical surveys, land surveys, brochures, reports, geological and environmental data, transportation and utilities data, population and economic statistics, and similar materials.
 - g) The AUTHORITY shall make its expertise available and exert its efforts to the further development and expansion of existing industrial enterprises in Walton County.

- h) The AUTHORITY shall work with other local interests in making contacts with and the solicitation of prospects, including attending events where such opportunities might exist.
 - i) The AUTHORITY shall itself sponsor, and work with other local interests in sponsoring, events and occasions that are for the express purpose of promoting industrial growth within Walton County.
 - j) The AUTHORITY may promote such purposes by advertising in the appropriate media.
 - k) The AUTHORITY shall annually make a report to the Board of Commissioners of Walton County in writing as to the activities and achievements of the AUTHORITY in furtherance of the purposes of this Contract, and the AUTHORITY shall account to the COUNTY detailing the expenditure of its funds, including those furnished under the provisions of this Contract, for the same periods in writing. The AUTHORITY shall also provide for an annual audit of its finances, and participate, as may be requested, in the COUNTY's annual audit.
5. It being understood that the AUTHORITY has continued to assume the responsibilities imposed by this Contract, in part, at the urging of the COUNTY, and that both bodies share the objectives contained herein, in the event that a dispute shall occur between the parties as to the conduct of the other in compliance and implementation of this Contract, each shall work in good faith with the other in the resolution thereof.
 6. This Contract may be executed in several counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute one and the same agreement.
 7. This Contract shall be construed and interpreted under the laws of the State of Georgia.
 8. Time is of the essence of this Contract.
 9. This Contract contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. The parties may amend the provisions of this Contract, but no such amendment shall be valid unless reduced to writing and executed under proper authority by the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the appropriate officials of the respective parties hereto, having been duly authorized to execute this Contract by adopted resolutions, do hereto affix their hands and seals in their corporate capacities, the day and year first above written.

Signed, sealed and delivered
In the presence of:

WALTON COUNTY, GEORGIA

By: _____ (SEAL)
David G. Thompson, Chairman

Notary Public

Attest: _____ (SEAL)
Rhonda Hawk, Clerk

Signed, sealed and delivered
In the presence of:

DEVELOPMENT AUTHORITY OF WALTON COUNTY

By: _____ (SEAL)
W. Morris Jordan, Chairman

Notary Public

Attest: _____ (SEAL)
Tom Carter, Secretary/Treasurer

LEASE

THIS LEASE (the "Lease") is made this ____ day of _____, 2024, by and between WALTON COUNTY, GEORGIA (hereinafter called "Landlord") and the DEVELOPMENT AUTHORITY OF WALTON COUNTY (hereinafter called "Tenant" and, together with Landlord, the "Parties").

WITNESSETH:

WHEREAS, Landlord is a political subdivision of the State of Georgia;

WHEREAS, Tenant is a development authority created pursuant to O.C.G.A. § 36-62-4 and duly activated by the action of Landlord's governing body in the manner prescribed by law;

WHEREAS, Landlord owns certain improved real property located at 132 E. Spring Street, Monroe, Georgia (hereinafter "Subject Property"); and

WHEREAS, the parties desire to enter into this Lease whereby Landlord will lease to Tenant the Subject Property on the terms prescribed herein.

NOW WHEREFORE, for good and valuable consideration as provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PROPERTY LEASED. The Landlord, for and in consideration of the payment of the rent provided for herein and the other terms hereof, by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the Subject Property, including all improvements thereon. The Subject Property is leased as is. Landlord acknowledges and agrees that Tenant has made significant leasehold improvements to the Subject Property in excess of \$_____, all at Tenant's expense and the Lease Term and rent hereinafter set forth are based in part upon such significant improvements made by Tenant.

2. TERM. The term of this Lease shall commence on _____ (hereinafter "Commencement Date") and shall end at midnight on the last day of the month that is three hundred (300) months after the Commencement Date, unless sooner terminated as hereinafter provided (the "Lease Term").

3. RENT. The Tenant agrees to pay to the Landlord promptly on the Commencement Date and thereafter on January 1 of each year during the term annual rent in the amount of one dollar (\$1.00) without proration and without demand. All rent to be paid hereunder may be prepaid by the Tenant at any time.

4. BILLS. Tenant shall pay for all water, sewer, gas, electricity, fuel, light, heat, and power bills, sprinkler system service charges (if any) and any and all other utilities and services serving the Subject Property or used by Tenant in connection therewith. If Tenant does not pay the same directly to the applicable utility company, Landlord may pay the same and such payment shall be reimbursed by Tenant.

5. RESPONSIBILITY FOR REPAIRS AND MAINTENANCE. Landlord shall be responsible for all maintenance and repairs of the Subject Property. Landlord shall also provide facility services with respect to the Subject Property including personnel set up for events at the Subject Property

and the repositioning and moving of furniture as needed by Tenant. However, housekeeping services such as routine cleaning and the emptying of trash shall be provided by Tenant.

6. RIGHT OF LANDLORD TO ENTER PREMISES. Landlord and its agents, employees and independent contractors shall have the right to enter the Subject Property and the structure thereon at such times as Landlord deems reasonably necessary or desirable for any one (1) or more of the following purposes: (i) to inspect and examine same and (ii) to make such repairs, additions, alterations, and improvements as Landlord desires to make to the Premises.

7. NO ESTATE IN LAND. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

8. NOTICES. All notices required or permitted by this Lease or applicable law shall be in writing and shall be delivered by United States mail or by email. The proper address to which notices, requests, or demands may be given or made by either party shall be the address set forth below or to such other address or to such other person as any party shall designate in writing. Such address may be changed by written notice to the other party in accordance with this Section.

Notices to Landlord:

Board of Commissioners of Walton County, Georgia
Attention: Chairman
111 S. Broad Street
Monroe, Georgia 30655
E-Mail: To be provided.

Notices to Tenant:

Development Authority of Walton County
Attention: Chairman
132 E. Spring Street
Monroe, Georgia 30655
E-Mail: To be provided.

9. SEVERABILITY AND INTERPRETATION. If any clause or provision of this Lease shall be deemed illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity, or unenforceability.

10. GEORGIA LAW. The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Lease.

11. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original. No modification or amendment of this Lease shall be binding upon the parties unless such modification or amendment is in writing and signed by Landlord and Tenant.

12. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto and no representation or warranty or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No modification, amendment or alterations of this Lease shall be effective unless same shall be in writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

LANDLORD

WALTON COUNTY, GEORGIA

By: _____

Name: David Thompson

Title: Chairman

Attest: _____

Rhonda Hawk, Walton County Clerk

[Seal]

TENANT

DEVELOPMENT AUTHORITY OF WALTON COUNTY

By: _____

Name: Morris Jordan

Title: Chairman

Attest: _____

Tom Carter, Secretary

[Seal]

March 5, 2024

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, March 5, 2024 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Facilities Director Hank Shirley, Public Works Director John Allman and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

PLANNING COMMISSION RECOMMENDATIONS

Withdrawal of Z23120012 - Rezone 9.66 acres from A1 to A to raise animals for commercial ag use, sell products & have tours - Applicant: Megan Kukla/Owners: Rosemary & Michael Kukla - Property located at 309 Riverbend Rd./Map/Parcel C0990008 - District 5

Motion: Commissioner Adams made a motion to accept the requested withdrawal. Commissioner Shelnett seconded the motion; voted and carried unanimously.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of February 13, 2024 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Declaration of Surplus Property
- 4. MOU Modification - US Forest Service
- 5. Government Window - Saas Agreement - Walton Co. 911

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

RESOLUTIONS

FY24 Budget Amendments

Motion: Commissioner Banks made a motion to adopt the Resolution. Commissioner Warren

seconded the motion; voted and carried unanimously.

Project Length Budget and FY24 Budget Amendment - Walton Co. Government Building Surveillance System

Motion: *Commissioner Shelnutt made a motion, seconded by Commissioner Adams to adopt the Resolution and budget amendment. All voted in favor.*

CONTRACTS

Reeves Young, LLC - The Grove - Walton Co. Parks & Recreation Facility

Motion: *Commissioner Shelnutt made a motion seconded by Commissioner Banks to approve the contract with Reeves Young, LLC in the amount of \$40,181,731.00. Chairman Thompson, Commissioners Warren, Banks, Shelnutt, Adams and Dixon voted in favor. Commissioner Bradford abstained.*

Ascension Program Management - Walnut Grove Park

Motion: *Commissioner Warren made a motion seconded Commissioner Banks to approve the contract with Ascension Program Management not to exceed \$140,400.00. Chairman Thompson, Commissioners Warren, Banks, Shelnutt, Adams and Dixon voted in favor. Commissioner Bradford abstained.*

PUBLIC WORKS

Proposed Solid Waste Fees - Walton County Recycling Center

Motion: *Commissioner Adams made a motion to increase the scale rates for solid waste at the Walton County Recycling Center from \$65.00 per ton to \$70.00 per ton with a minimum fee of \$5.00. Commissioner Shelnutt seconded the motion. All voted in favor.*

ACCEPTANCE OF BIDS/PROPOSALS

Walton County Government Building Surveillance System

Motion: *Commissioner Adams made a motion, seconded by Commissioner Shelnutt, to accept the proposal from Atlanta Access Control, LLC in the amount of \$229,104.63; voted and carried unanimously.*

APPOINTMENTS

Voting Delegate - Georgia Opioid Settlement Advisory Commission and Regional Advisory Council Slate Consideration

Motion: *Chairman Thompson made a motion to appoint County Manager, John Ward.*

Commissioner Adams seconded the motion, all voted in favor.

Commissioner Banks stated that he needed to make an appointment to the Planning Commission and motioned that he be allowed to make the addition. Chairman Thompson seconded the motion; the motion carried.

Walton County Planning Commission - District 2

Motion: Commissioner Banks made a motion to appoint Terry Eison to the Walton County Planning Commission for District 2. Commissioner Shelnuttt seconded the motion; voted and carried unanimously.

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters and informed the Board concerning ongoing projects. He also presented a financial report that included grants awarded, interest earned and money saved on various accounts and projects. The total for the additional grants and monies equal approximately \$150,306,185.36, the two largest being the HLC Water Facility grant and the savings achieved by bonding the new jail in 2021. Commissioner Banks commended the Chairman for being instrumental in acquiring the HLC grant for \$46,200,000.00 and for pushing the bonding of the new jail in 2021 which would cost an additional \$42,309,283.00 today.

Chairman Thompson reminded everyone to check the batteries in their smoke detectors as we have had three deaths from fires in the past 10 days.

ADJOURNMENT

Motion: Commissioner Banks made a motion, seconded by Chairman Thompson, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:32 p.m.

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

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

Item 8.2.

April 2, 2024

Department	Fund	Description	Payee	Amount
Budget Year FY 24				

	100	Premium for April 2024 - For the Record	One America	\$ 35,092.91
	Various	Replenish Funds in Workers Comp Trust- For the Record	Walton CO. Workers comp Trust	\$ 30,706.00
Board of Elections				
	1401	100	Temp/ Early Voting Payroll Week 2/25/2024	Chase Professionals \$ 25,914.58
	1401	100	Temp Payroll Week 3/3/2024	Chase Professionals \$ 25,419.71
Law				
	1530	100	General Legal Fee February 2024/ Lexus Legal Research- For the Record	Atkinson/ Ferguson \$ 26,358.94
Sheiff's				
	3300	100	Aimpoint Duty RDS Red Dot Sight, Blueforce Vickers Combat sling, Blueforce Heavy Duty Push Button Sling, Surefire Rear Cap Assembly, Surefire Weaponlight Scout, Bulldog Case Pit Bull Tactical Rifle Case	Amchar Wholesale \$ 25,395.90
	3300	100	FN15 Ria 5.56MM 10.5" BBL SRP G2 W/ Buis 30/ RD Mag Ar-15 Rifles	Amchar Wholesale \$ 31,513.50
Jail				
	3325	100	Specialty Care Expense Overage for Inmate Medical	Correct Health \$ 44,638.33
	3325	100	Inmate Medical May 2024	Correct Health \$ 179,741.16
	3325	100	Housed Out Inmates-February 2024	Barrow County BOC \$ 46,255.00
	3325	100	Inmate Meals- February 2024	Kimble's Food By Design,INC. \$ 72,154.29

Department	Fund	Description	Payee	Amount
------------	------	-------------	-------	--------

Fire

3520.270	270	Tacticl Mobile/ Metrohm Comprehensive Raman Library for Tacticl mobile	Metrohm Usa, Inc	\$ 31,937.80
----------	------------	--	------------------	--------------

Splost 2013

3325.13	322	Construction Cost- For the Record	Comprehensice Program Services	\$ 60,000.00
3325.13	322	Sewer Relocation- For the Record	Mid-South Builders Inc	\$ 24,785.25
1565.13	322	Historic Roof Repair	Detailed Roofing LLC	\$ 52,300.00

Water

4446	507	Water and Testing -February 2024 - For the Record	Cornish Creek Water Fund	\$ 161,772.00
4446	507	Restock Supplies for Meter Installs and Repairs	Delta Municipal Supply Co Inc	\$ 51,359.00

Public Safety Complex

3325.22	315	Engineering Services- For the Record	Precision Planning Inc.	\$ 63,917.94
3325.22	315	Engineering & Construction Services- For the Record	Nova Engineering & Environmental LLC	\$ 46,553.25
3325.22	315	Engineering Services- For the Record	McCarthy Barnsley, A Joint Venture	\$ 4,126,233.16
3325.22	315	Engineering Services- For the Record	Precision Planning Inc.	\$ 61,468.12
3325.22	315	Dissemination Fee - For the Record	Raymond James & Associates Inc	\$ 1,000.00

The Grove 2023

Department	Fund	Description	Payee	Amount	
	6220.23	338	Dissemination Fee- For the Record	Raymond James & Associates Inc	\$ 1,000.00
	6220.23	338	Custodian and Annual Fee's- For the Record	Regions Bank	\$ 2,500.00
	6220.23	338	Design Cost- For the Record	LOSE Design	\$ 5,667.25
HLC Water Treatment Facility					
	504	Professional Engineering - For the Record	Engineering Strategies Inc	\$ 32,657.00	
	504	Professional Engineering - For the Record	Archer Western Construction	\$ 91,320.00	
	504	Professional Engineering - For the Record	Jacob's Engineering	\$ 480,411.99	
Hard Labor Creek					
	508	Legal Fees- For the Record	Atkinson/ Ferguson	\$507.50	
	508	HLC Pub Notice- For the Record	Walton Tribune	\$45.00	
				\$5,838,625.58	

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **April 2nd, 2024**

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

If so, When?

TOPIC: **Surplus**

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

This Request: **Informational Purposes Only**

Needs Action by Commissioners* **Yes**

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

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Miscellaneous Surplus

Item 8.3.

Items released as County Surplus Property on the 2nd of April, 2024.

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
1	Facilities	1997 Ford F450-Bucket Truck	1FDLF47F1VEB42618
2	Animal Control	F250-Long Beds Only	
1	Fire Dept.	2007 Scott Breathing Air Compressor and SCBA Bottle Fill Station	AB10-2021-51
1	Facilities	2006 Ford F150	1FTRF122216NA92435
1	Sheriff's Office	2000 Chevrolet Tahoe	1GNEK13T5YJ201188
1	Facilities	2001 Ford F-150	1FTRX17W21NA20189
9	IT	HP Pro Desk	
7	IT	HP Pro Desk 600 64MT	
11	IT	HP 200 G2 MT	
7	IT	HP 280 G1 MT	
2	IT	HP LaserJet Pro 400	
1	IT	Samsung	MJ19A55B
1	IT	Acer	AL1706A
1	IT	Element	LC220EM1
1	IT	ViewSonic	VS11422
1	IT	Cannon	DR-C225 II
1	IT	ViewSonic	VS15453
2	IT	VS 15562	
1	IT	VS 16263	
1	IT	Epson	J381A
12	IT	APC	BE35067
3	IT	Gamber Johnson	7160-0029
2	SO-Civil	Table/Desktop File/Shelving Units	
4	Public Works	11R 22.5 Used Tires	
8	Public Works	11 R 24.5 Used Tires	

Summary of Actions Taken at March 21, 2024
Meeting of the Walton County Water and Sewerage Authority

- Consider Adoption of Meeting Agenda – **APPROVED**
- WCWSA Review/Approval of October 19, 2024 Meeting Minutes – **APPROVED**
- WCWSA Review/Approval of October 19, 2024 Meeting Minutes – **APPROVED**
- Authorization for the Executive Committee to review, approve and award dam mowing contract to the lowest qualified bidder – **APPROVED**
- Authorization for the Executive Committee to approve Precision Planning, Inc. to solicit quotes from qualified trappers for armadillo removal at the dam site for a period of 4 weeks – **APPROVED**

**AGREEMENT
BETWEEN**

**WALTON COUNTY, GEORGIA
AND
FLORIDA LEGAL COLLECTIONS, P.A.**

**FOR
PROFESSIONAL COLLECTION SERVICES**

THIS CONTRACT is made and entered into by and between the **Walton County, Georgia (hereinafter the "Client")**, and the law firm of **FLORIDA LEGAL COLLECTIONS, P.A. (hereinafter the "Firm")**.

I.

The Client hereby engages the Firm for non-exclusive professional collection services of the past-due fees, service charges, fines, or costs to which the CLIENT's Probate Court is entitled pursuant to the terms and conditions described in this contract.

- A. **Amendments:** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally. Amendments, supplements, changes, and waivers shall be deemed effective and binding only if accomplished by a written instrument signed by both parties hereto.
- B. **Assignment:** The Firm may assign this Agreement to a Florida law firm solely owned by Travis R. Walker ("Walker"), Esq.; if assigned to Walker, Walker shall be subject to the same obligations and duties hereunder as the Firm. Otherwise, no party may assign its duties or obligations under this Agreement, without written consent of the other party, to any person or entity, in whole or in part. In the event of an agreed-upon assignment, the parties understand that the Firm shall remain liable for the performance of the contractual provisions of this Agreement. Any activities conducted hereunder for which licensure as a Georgia attorney is required by law shall only be performed by individuals duly licensed as Georgia attorneys.
- C. **Relationship of Parties:** In the performance of this Agreement, the Firm will be acting in the capacity of an independent contractor, and will not act as agent, employee, partner, joint venture, or associate of the Client. The Firm shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Firm in the full performance of this Agreement. Neither Firm, nor any of its employees, officers, agents, or any other individual directed to act on behalf of the Firm for any act related to this Agreement, shall represent, act or purport to act, or be deemed to be an employee or attorney of the Client.

- D. Subcontractors: Firm shall not subcontract, in whole or in part, its duties or obligations under this Agreement without prior written consent of Client. In the event of an agreed-upon subcontract, the parties understand that Firm shall remain liable for performance of the contractual provisions of this Agreement.

II.

- A. The CLIENT agrees to refer delinquent accounts by electronic medium, in a format and frequency to be agreed upon by the parties. An account is considered delinquent and eligible for referral when not paid within ninety (90) days of the scheduled due date, or as otherwise allowed by applicable law. The CLIENT will provide the FIRM with copies of, or access to, information and documentation necessary to collect the fees, fines and costs that are the subject of this contract, and the FIRM will provide the CLIENT with access to account information as agreed upon by both parties. The FIRM shall use account information provided by the CLIENT for the purposes of collection only and shall keep all such information confidential from any third party without express written authority from the CLIENT. The FIRM will provide the CLIENT with account status reports in the frequency and manner agreed to by the parties hereto. Notwithstanding the foregoing, CLIENT shall not be obligated to refer any delinquent accounts to the FIRM, but may do so in its sole discretion. FIRM is not guaranteed to be referred any delinquent accounts from CLIENT. This Agreement shall be not exclusive such that CLIENT may utilize persons other than the FIRM for collection activities, in addition to the FIRM.
- B. Records Management: The Firm understands that the records pertaining to delinquent debtors, which Firm will receive from Client, may be public records, and will permit public access to same in accordance with the laws of Georgia. However, upon receipt of any request for such records or other information, Firm will immediately forward such request to Client for its review and will refrain from releasing any records or information if so directed by Client. Further, Firm represents that it neither asserts nor retains any proprietary or other interest in any such information received hereunder. Firm further understands that the Client remains the official custodian of these records and prohibits Firm's use of the debtor's name and address for commercial solicitation purposes. The Firm recognizes that the integrity of the records to which its employees, agents, and subcontractors will have access under this Agreement is of paramount importance. Accordingly, the Firm ensures that its employees, agents, and subcontractors will not do anything to destroy, alter or compromise the records transferred to it by the Client. The Firm shall maintain and retain all books, records, data in hard copy or in electronic files and other related and relevant documentation related to this Agreement and the services performed hereunder for a minimum of three (3) years after the expiration of this Agreement or any extension thereof, or longer if so required by applicable Georgia records retention schedules. Firm shall make such records available to Client during regular business hours for inspection and copying.

III.

The FIRM shall forward all payments and correspondence to the CLIENT as mutually agreed. Upon return or recall of any accounts forwarded to the FIRM for collection, neither party will have any obligation to the other party to this contract regarding such returned or recalled accounts. The placement hereunder of delinquent accounts by Client to Firm is a limited, conditional revocable placement. As such, the Client retains full authority to revoke any account placements at any time during the collections process in accordance with the conditions set forth in this Agreement.

- A. Revocation of Placement Without Cause – No Monies Yet Paid to Firm: On accounts for which no money has been paid to Firm, the Client may in his Sole discretion and without cause, revoke the placement of an account by providing written notice pursuant to the Paragraph of this Agreement titled “Notices” or as otherwise directed by the Client. Upon receipt by Firm of Client’s notice of revocation of account placement, Firm shall promptly:
- i. Cease all collection efforts on the revoked account,
 - ii. Not accept any subsequent payments on that account,
 - iii. Not charge or require the Client or debtor/defendant to pay any collection fee(s) on revoked account, and
 - iv. Return the account to the Client.
- B. Revocation of Placement for Cause – Erroneous Placement or Court Action. Any data transmitted by the Client may result in a revocation of an account placement at the Client’s discretion. In addition, if the Client acts on a citation resulting in dismissal of the charges, or if the court takes other action for which the Client deems account revocation becomes necessary, the placement will be revoked. Upon receipt by Firm of Client’s notice of revocation of account placement, Firm shall promptly:
- i. Cease all collection efforts on the revoked account,
 - ii. Not continue to accept any subsequent payments on that account,
 - iii. Return account to the Client, and
 - iv. Not charge or require the debtor to pay any collection fee(s) on the revoked account, and return to the payer all monies, if any, retained by Firm as its collection fee or any part thereof. However, Client shall be responsible for returning to the payer all monies, if any, transmitted to Client by Firm for payment of the court related financial obligations as appropriate.
- C. Direct Payment to Client: Once Firm has received an account, the Client shall direct defendant/debtor to Firm and no monies shall be collected by the Client unless and except at the Client’s sole discretion.

- D. **Compromise and Settlement:** Firm shall not compromise or settle any delinquent account for less than full amount owed or enter into installment payment plans with debtors, unless otherwise directed in writing by Client. If Firm receives only a portion of the debt due, it shall promptly remit such partial payment to Client in accordance with this Agreement.

IV.

Insurance Requirements: For all periods during which this Agreement is in effect, Firm shall maintain insurance coverage in the forms and minimum coverage amounts set forth below:

- A. **Errors and Omissions/Professional Liability:** Coverage must be afforded under an “occurrence” form policy or “claims made” form in limits not less than \$1,000,000. It is required that “Errors and Omissions/Professional Liability” Insurance coverage be provided for all acts and omissions that occur during the term of the Agreement. If this coverage is written on claims made form, proof of extended reporting period (minimum of 60 days) coverage is required.
- B. **Commercial General Liability:** Coverage must be afforded, under a per occurrence form policy, including Premise Operation, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement for limits not less than \$1,000,000/general aggregate. \$1,000,000/products – completed operations (aggregate) \$1,000,000 personal injury – advertising liability, \$1,000,000 each occurrence; \$25,000 fire damage legal; \$5,000 medical payment. Coverage at the herein-specified limits for tort claims shall include, but not be limited to, personal injury or property damage/loss related to libel, false arrest and slander.
- C. **Certificate of Insurance:** Certificates of all insurance required from the Firm shall be filed with the Client as the certificate holder before operations commence. The insurance indicated on the certificate shall be subject to approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability and expiration dates.
- D. The Firm shall provide the Client with a certificate of insurance, naming Client as additional named insured for Commercial General Liability. Said certificate shall provide that such coverage shall not be cancelled or reduced without thirty (30) days advanced written notice of cancellation having been provided to Client. The certificate should also indicate if coverage is provided under “claims made” or “per occurrence” form. If any coverage is provided under a claims made form, the certificate will show a retroactive date, which shall be the same date as this Agreement. If the initial insurance expires prior to the completion of the work, renewal certificates and/or required copies of policies shall be furnished by Firm to Client thirty (30) days prior to the date of coverage expiration.

V.

- A. Compensation to Firm. The Firm's sole compensation for the services provided pursuant to this contract shall be an amount equal to forty percent (40%) of the total fees, fines, and costs collected by the Firm on each account referred to the Firm for collection (hereinafter the "Fee Amount"). The Fee Amount shall not be paid by the Client or its Probate Court and shall not be deducted from any of the amounts collected on behalf of the Client. Rather, the Fee Amount shall be collected by Client from the Debtor in addition to the amounts owed by Debtor to Client and its Probate Court. The Fee Amount shall be the sole compensation which the Firm may receive hereunder. All amounts collected from a Debtor shall be allocated first to the debt owed by such Debtor to Client and its Probate Court, and then to the Fee Amount after all debts owed to Client and its Probate Court are satisfied. Client and its Probate Court are not responsible for payment of the Fee Amount and do not guarantee that Firm will be able to collect the Fee Amount from any particular Debtor.
- B. Expenses: Unless otherwise provided for in this Agreement, any expenses incurred by Firm, its employees, agents, and subcontractors, including air and other travel fare, automobile travel mileage, and food and lodging expense are the responsibility of Firm and are not subject to reimbursement by Client or its Probate Court and shall not be deducted from any amounts to which Client or its Probate Court are entitled.
- C. Permits, Laws and Regulations: The Firm shall obtain and pay for all necessary permits, permit application fees, licenses, taxes, and any fees required at no expense to Client or its Probate Court.

VI.

- A. This contract shall become effective upon the signature of both parties and shall be for an initial term of two years, with three additional one-year options. The parties further agree that any and all options to extend the contract shall be deemed to have been exercised, without further action by either party, unless the CLIENT or the FIRM provides written notification of the intention not to renew the contract sixty (60) days prior to the date such option takes effect.
- B. Upon the expiration of the term of this contract, including all options to renew, the contract shall continue on a month-to-month basis until such time as a new contract between the parties hereto is negotiated upon mutually agreeable terms, or the CLIENT enters into a new contract for the services described herein pursuant to other means, or the CLIENT terminates the contract.
- C. The Client shall have the right to terminate this contract prior to its expiration provided upon thirty (30) days written notice. The effect of any termination shall be no longer than ninety (90) days from the date the written notice of termination is received, said notice being deemed adequate for the purpose of Client finding an alternative

solution for the Client’s collection needs and for the Firm to complete any work in progress.

- D. The Client is entitled, but not required, to refer additional accounts to the Firm after notice of termination has been given. In any event, the Firm shall be entitled to attempt to recover the applicable Fee Amount(s) from the Debtors under said additional accounts as provided for herein. At the end of the winding down period, all accounts shall be immediately returned to the Client. The agreed upon duration of the winding down period shall be stated in the termination notice.
- E. Severability: If any provision of this Agreement or any other agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible.

VII.

The CLIENT and the FIRM agree that any Walton County entity, in addition to its Probate Court, may use this contract to procure the services of the FIRM pursuant to the terms and conditions contained herein.

VIII.

- A. Notices: All notices, requests and communications required under this Agreement shall be in writing and emailed to the following:

CLIENT: WALTON COUNTY, GA PROBATE COURT
 303 S Hammond Drive
 Suite 118
 Monroe, GA 30655
 Email: bwright@co.walton.ga.us

FIRM: FLORIDA LEGAL COLLECTIONS, P.A.
 1100 SE Federal Highway, Suite B
 Stuart, Florida 34994
 Email: leann@floridalegalcollectionspa.com
 ATT: Krystal Vasquez

Notices shall be effective upon receipt.

IX.

- A. **Governing Law:** This Agreement and all transactions contemplated by this Agreement and all Exhibits thereto, if any, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.
- B. **Venue:** Any action to enforce the terms of this Agreement shall be brought in the Superior Court of Walton County, Georgia.
- C. **No Legal Actions:** There is no demand, claim, suit, action, arbitration, or other proceeding pending or threatened (or for which any basis exists) that in any way questions or jeopardizes (or could question or jeopardize) the ability of either party to enter into this Agreement or perform any of said party's obligations hereunder.
- D. **No Waiver:** The failure or delay of either party at any time to require performance by the other of any provision of this Agreement, even if know, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by either party of such breach of any provision of this Agreement shall not be construed as a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement.
- E. **Performance:** The parties' execution and delivery of this Agreement and performance by each party of said party's respective obligation under this Agreement does not breach and will not result in a breach or violation of, any lien, agreement, security interest or understanding or obligation to which said party is a party or by which said party is bound.
- F. **Compliance with Law:** In providing services hereunder, Firm shall fully comply with all applicable laws.

X.

- A. This contract is executed on behalf of the parties hereto by its duly authorized representative. The parties have all necessary legal capacity, right, power and authority to enter into, execute, deliver, and be bound by the Agreement.
- B. This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed documents exchanged by email shall be binding and enforceable.

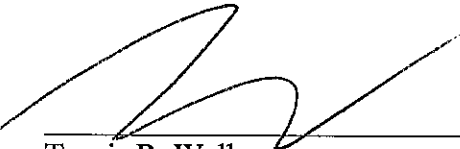
(Signatures appear on following page)

CLIENT

By: _____
David Thompson, Chair
Walton County Board of Commissioners
Walton County, Georgia

Date: _____

FLORIDA LEGAL COLLECTIONS, P.A.

By:  _____
Travis R. Walker
Founder
Florida Legal Collections, P.A.

Date: 3/12/2024



Amber Barts <amber.barts@co.walton.ga.us>

GSC Covid Mitigation Grant

1 message

Tammy Kirk <tkirk@co.walton.ga.us>
To: John Ward <john.ward@co.walton.ga.us>
Bcc: amber.barts@co.walton.ga.us

Thu, Mar 7, 2024 at 11:18 AM

Per our conversation this morning, I am sending you the basic information for the grant. We were requesting to go ahead and proceed and put it on the April agenda for the record, So we have time to complete the HVAC work and get the supplies before the budget ends in June

I attached the flyer with the basic information. We are going to apply for about \$200,00.00 which will be split into two projects. The grant is a reimbursement situation, we pay and then they will reimburse us up to \$150,000.00 per project.

First Project:
Two HVAC units that will be replaced are quoted at \$91,795.00
This will make it so that all HVAC units here at the Jail are new.

Second project:
Two all in one surface cleaners for the jail cells including disinfectant/cleaner.
also Mattresses, sheets towels wash cloths and blankets. Estimate \$76,817.58

The total amount for this reimbursement project is \$168,612.58

Thank you for your approval.



Tammy Kirk
Business Manager
Walton County Sheriff's Office

Phone: 770-267-6557
Email: tammy.kirk@co.walton.ga.us
1425 South Madison Avenue
Monroe, GA 30655
www.waltonsheriff.com

GSU Covid Mitigation Grant.pdf
651K

ATTACHMENT #6
Memorandum of Understanding
between
Georgia Southern University
and

Walton County Jail
(Confinement Facility)

This Memorandum of Understanding (MOU) is made and entered into between Georgia Southern University (hereafter referred to as "GS") and Walton County Jail (hereafter "Confinement Facility").

____ (Check here if party signing as "Confinement Facility" is an agency for more than one individual confinement facility. The number of facilities represented by the signing party is ____.)

Georgia Southern University has partnered with the Georgia Department of Public Health (GA DPH) to perform services related to outreach, enrollment, reporting, and monitoring of Georgia confinement facilities with respect to COVID-19 mitigation activities as part of the Epidemiology and Laboratory Capacity ("ELC") Detection and Mitigation of COVID-19 in Confinement Facilities Project (hereafter "Project").

The purpose of this Project is to reimburse confinement facilities for costs incurred during the execution of the GA DPH approved COVID-19 mitigation activities. This Project is supported by the Centers for Disease Control and Prevention of the United States Department of Health and Human Services (HHS) through the ELC Detection and Mitigation of COVID-19 in Confinement Facilities Grant Program as part of a financial assistance award to the Georgia Department of Public Health.

GS will act as the managing agent for these funds:

1. GS shall provide no fewer than two (2) people as points of contact to provide consultation and support the activities required of the Confinement Facility for the Project, including outreach, enrollment, reporting, and monitoring of Covid-19 mitigation activities. This support will also include answering questions, providing updates, and offering technical assistance for the completion of approved activities.
2. GS will provide an online tool to the Confinement Facility to support the enrollment of the Confinement Facility in the Project. The Confinement Facility acknowledges that GA DPH will have access to this tool.
3. GS will develop an online survey tool for the Confinement Facility to submit its proposed mitigation activities and be the primary contact for the reimbursement of

MOU No. _____

funds and ensure the timely distribution of funds in accordance with the payment schedule established by GA DPH.

4. GS will send out all communication related to reimbursement including welcome emails, ongoing updates, and any relevant updates that impact the Confinement Facility.
5. GS shall notify the Confinement Facility if the submitted activities are approved via a Project Proposal letter. If modifications are needed before approval can be granted, GS will provide feedback to the Confinement Facility within 10 business days of mitigation proposal receipt.
6. GS, in partnership with the GA DPH, shall determine if the expenses incurred by the Confinement Facility are appropriate for reimbursement under the criteria set forth in this MOU. If GS or GA DPH determines that any funds are used for purchases not in accordance with the guidelines, as set out in this MOU, the Confinement Facility will not receive reimbursement and shall be responsible for the full amount.
7. Confinement Facility acknowledges and agrees that GS is not obligated to reimburse the Confinement Facility for any mitigation activity or expense that is not explicitly approved as set forth above or occurs after the deadline.
8. GS shall reimburse the Confinement Facility for items associated with approved project expenditures based on a net 30 system upon receipt of complete and appropriate invoice submission(s) to GS from the Confinement Facility.
9. If reimbursement is to be paid to another entity on behalf of the Confinement Facility, such as a county government or state agency, the Confinement Facility shall so indicate below. If an alternative entity is indicated, an agent with signature authority for that entity must sign an acknowledgment of this MOU on the appropriate signature line.

Name of Alternative Entity:

Contact Person:

Walton County Board of Commissioners

Milton Cronheim

To receive reimbursement up to the eligible amount for qualified COVID-19 mitigation activities, the Confinement Facility shall perform the following tasks, responsibilities, and obligations:

1. The Confinement Facility must continue to meet the definition of confinement facilities as set forth in 28 CFR § 115.5.
2. The Confinement Facility shall only seek reimbursement for costs associated with COVID-19 mitigation in accordance with policies and procedures set forth below:
 - a. ELC Detection & Mitigation of COVID-19 in Confinement Facilities Guidance
 - b. Management of COVID-19 in Correctional and Detention Facilities
3. The Confinement Facility shall only seek funds for approved products and labor. For every product and labor purchased with funds, the Confinement Facility shall specify which proposed mitigation activity the invoice is related to in the designated system and include a receipt.

MOU No. _____

- a. Reimbursable purchase categories include, but are not limited to, the following:
 - i. Hardware and software necessary for reporting to public health and communication and coordination of follow up on any positive cases detected.
 - ii. Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19, that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).
 - iii. Software or systems to assist with quality management, biosafety, or training needs related to mitigation efforts.
 - iv. Expenses associated with meeting resident/detainee/inmate needs resulting from COVID-19-related limited/restricted mobility and/or access to the facility. This includes communication access to/by family, legal representation, and service providers, such as educators and mental health professionals (e.g., providing testing costs for visitors, having more room for providing appropriate distancing during visits, etc.).
 - v. Renovations, not new construction
 - b. Non-reimbursable purchases include, but are not limited to, the following:
 - i. Anything associated with the clinical treatment of COVID-19, including staff overtime costs associated with treatment
 - ii. Construction costs associated with new construction
 - iii. Direct financial incentives for those tested
 - iv. Any purchases made prior to the Project enrollment
4. All invoices and proof of payment submitted for reimbursement must match the GS-approved mitigation proposals submitted by the Confinement Facility and have been purchased, paid and/or completed before the project deadline. Partial payments will be issued for projects that cannot be completed by the project deadline due to circumstances beyond the Confinement Facility's control.
 5. All reimbursements for an approved project must be expended by the Confinement Facility by the date specified by GS in the award/approval documentation (or award letter). Therefore, the Confinement Facility will not receive reimbursement for and shall be responsible for costs incurred after the specified date (project deadline).
 6. **Non-Supplant Provision:** Funds made available under this Project shall be used to reimburse the facilities for costs associated with the COVID-19 mitigation activities, not to reimburse costs associated with normal operations. Funding provided in this Project shall supplement (increase the level of services, staff, or materials) and not supplant (take the place of) normal costs incurred during normal operations. The Confinement Facility agrees to maintain documentation that clearly demonstrates the supplementary nature of Project funds and only seek reimbursement for costs directly related to COVID-19 mitigation.

Confinement Facility Authorized Agent Initial: APB

Organization Liaisons

The parties will coordinate and conduct communications through their respective liaisons as identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective liaisons will be deemed communications and notices from the Confinement Facility.

Walton County Jail
Name of Confinement Facility

Georgia Southern University

Amber Barts, Admin Asst.
Primary Point of Contact, Title

Institute for Health Logistics and Analytics
Primary Point of Contact, Title

amber.barts@co.walton.ga.us
Email

ihla@georgiasouthern.edu
Email

770-267-1422
Phone

(912) 478-0917
Phone

Tammy Kirk
Secondary Point of Contact, Title

Jessica Schwind, Institute Director
Secondary Point of Contact, Title

tammy.kirk@co.walton.ga.us
Email

jschwind@georgiasouthern.edu
Email

770-267-1357
Phone

Miscellaneous

1. This MOU is effective upon the signature of both parties through and including March 31, 2024 provided that the Confinement Facility remains active in the Project. Neither party has any obligation to the other until this MOU is effective.
2. Each Party is responsible for its own acts and omissions in the performance of its enumerated duties in this MOU. Nothing in this MOU shall be interpreted or construed to transform the Confinement Facility or any of its agents or employees into an agent, employee or representative of GS or GA DPH.
3. This MOU contains the entire understanding between the parties and may be modified at any time with their mutual written consent.
4. The laws of the State of Georgia shall govern all matters arising out of or in connection with this MOU. The parties otherwise agree to comply with all applicable laws, rules, and regulations.

MOU No. _____

- 5. At all times during and after termination of this Agreement, the Confinement Facility agrees to indemnify, defend and hold harmless GS, the University System of Georgia, its regents, officers and employees and affiliates against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorney fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind whatsoever arising out of or in connection with this MOU. This provision shall not apply to any governmental subdivision or agency.
- 6. The Confinement Facility is the only intended beneficiary of the Project. Any other beneficiaries are merely incidental.
- 7. GS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE SUCCESS OR PARTICULAR RESULTS OF THE PROJECT, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT. GS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY CONFINEMENT FACILITY OR ANY OTHER PERSON RESULTING FROM THE PROJECT.

IN WITNESS WHEREOF, the undersigned duly authorized officers or agents of each party have hereunto affixed their signatures on the day and year indicated below.

<u>Walton County Jail</u> Name of Confinement Facility	<u>Georgia Southern University</u>
<u>Amber Barts</u> Signature	 Signature
<u>Amber Barts</u> Agent Printed Name	Christopher M. Curtis Printed Name
<u>Admin. Asst / Jail</u> Agent Title	Vice Provost of Research Title
<u>amber.barts@co.walton.ga.us</u> Agent Email Address	<u>research@georgiasouthern.edu</u> Email Address
<u>770.267.1422</u> Agent Phone Number	912-478-5465 Phone Number
<u>3/8/24</u> Date	 Date

ACKNOWLEDGED BY (to be signed if indicated above that an alternative entity will be accepting and processing funding on behalf of the Confinement Facility):

MOU No. _____

By signing below, I acknowledge that I have reviewed the terms of this MOU on behalf of the entity for which I am signing and agree to remit all received reimbursement to the Confinement Facility.

Walton County Board of Commissioners

Name of Alternative Entity

, QC —

Signature

Milton Cronheim

Agent Name

Finance Director

Agent Title

MOU No. _____



Amber Barts <amber.barts@co.walton.ga.us>

COVID-19 Mitigation Project Proposal Approval Letter - HVAC

2 messages

Kathryn Stewart <kstewart@georgiasouthern.edu>
 To: Amber Barts <amber.barts@co.walton.ga.us>
 Cc: Institute Health Logistics and Analytics <ihla@georgiasouthern.edu>

Tue, Mar 26, 2024 at 8:57 AM

Good morning

Congratulations on successfully submitting your COVID-19 Mitigation in Georgia Confinement Facilities HVAC Project Proposal. Please find the official approval letter attached to this email.

The Walton County Jail may now make purchases that fall under the approved mitigation proposal. Please submit your documents to ihla@georgiasouthern.edu. Georgia Southern will reimburse approved costs within a net 30 system. The complete package includes: (1) vendor invoices, (2). proof of purchase/payment, (3). signed completion of work document(s) received from vendor(s), and (4) executed Project Reimbursement Request with Confinement Facility Certificate of Completion or Partial Completion (attached).

Please feel free to send any questions you may have to ihla@georgiasouthern.edu.



Kathryn Stewart
 Business & Finance Coordinator
 Institute for Health Logistics & Analytics
 (912) 478-0917
 Savannah | Statesboro | Hinesville | Online

2 attachments

- Walton County Jail-Project Proposal Approval Letter HVAC.docx (1).pdf
108K
- Walton County Jail - PROJECT REIMBURSEMENT REQUEST.docx (1).pdf
103K

Kathryn Stewart <kstewart@georgiasouthern.edu>
 To: Amber Barts <amber.barts@co.walton.ga.us>
 Cc: Institute Health Logistics and Analytics <ihla@georgiasouthern.edu>

Tue, Mar 26, 2024 at 9:25 AM

Good morning,

Please note that we just wanted to let you know that bipolar ionization systems will not be funded in any way. When you have a moment, please respond that you understand that. Otherwise, we are good to go!

Thank you,
 Kat

March 7th, 2024

Mr. Jeff Prine, CCM, LEED AP
Senior Program | Construction Manager
C/O Walton County
2990 Summit Lane
Monroe, GA 30655



**Re: Proposal for Construction Materials Testing & Special Inspections Services
The Grove – 1089 Highway 81, Loganville, GA 30052
MEG Proposal #030724-1**

Dear Mr. Prine:

Pursuant to your request, we are pleased to submit our updated proposal for the provisions of Construction Materials Testing and Special Inspections services for the proposed *The Grove* project located at 1089 Highway 81 in Loganville, Georgia. Based on a review of the construction documents, Matrix Engineering Group, Inc. will perform the Construction Materials Testing and Special Inspections services for an estimated fee of **One Hundred and Twenty-Five Thousand and Seven Hundred Dollars (\$125,700), as outlined in Table 1, below.**

Matrix inspectors utilize a proprietary, cloud-based reporting, scheduling, and document management system {*Matrix | Sequence*}, that connects the construction team to the project’s Schedule of Special Inspections (SSI). This robust tool uniquely synchronizes the entire construction team on our findings including a dynamic open item record that gives a barometer of the status of the various inspections. Our staff also leverages *Filio*, a cutting edge, geospatial photo management software that captures and geo-tags photographs which document the inspected activities. Through machine learning and artificial intelligence, the photographs are searchable by date and type of activity or observation.

We appreciate the opportunity to submit this proposal and look forward to providing the testing services on this important and exciting project.

Sincerely,

MATRIX ENGINEERING GROUP, INC.

Naser Ackall, ICC
Chief Estimator
naser@matrixengineeringgroup.com

Sam Alyateem, PE
Principal
sam@matrixengineeringgroup.com

M:\1.0 MATRIX PROJECTS FOLDER\2.0 Matrix Proposals\1.0 CMT\The Grove\The Grove - CMT Proposal 3 7 24.doc

INTRODUCTION

This proposal is presented for the provisions of Construction Materials Testing & Special Inspections services for The Grove project encompassing soils testing, foundations inspections, steel reinforcement inspections, concrete testing, and wood construction inspections. Our proposal was prepared based on the construction documents and 18-month construction timeline that was emailed to Matrix. The following testing durations were estimated:

- Earthwork, Mass Grading & Site Utility Installation: approximately 6 months
- Foundations & Reinforcing Steel Inspections {Buildings A-L}: estimate 50 visits
- Concrete Testing {Building Footings and Slabs}: estimate 40 pours
- Wood Framing & Structural Steel: estimate 15 visits
- NPDES Inspections: 18 months

SCOPE OF SERVICES

Our scope of services was developed to meet the testing requirements, as defined by the project specifications and IBC2018 Chapter 17 guidelines. The following sections detail our scope of services. The most cost-effective services will be achieved through our strategic allocation of experienced manpower, our quality approach to providing the required services, and our competitive rates. Although it is our clear intention to perform the requisite testing, as directed by the Schedule of Special Inspections (SSI), our services are highly dependent on when the contractor schedules the respective inspections. It is assumed that the contractor and their representatives are intimately and sufficiently abreast of the items to be tested and basis of inspection (whether continuous versus periodic) as articulated in the SSI. This is critical in ensuring that Matrix is scheduled properly (i.e., 24 hours notices) in order to meet its SSI obligations as the project's special inspector. Matrix Engineering Group, Inc. proposes to provide the services listed below:

EARTHWORK

The earthwork quality control and testing will include the following:

- Proof-rolling of existing sub-grades and sub-bases in order to assess suitability
- Moisture Density Relationship Testing (Proctor Tests) in accordance with ASTM D698 in order to determine the soil's maximum dry density and optimum moisture content for use in the soil's compaction control and testing.
- Field in-place density testing in accordance with ASTM D2937 (Drive Cylinder Method), ASTM D1556 (Sand Cone), or ASTM D6938 (Nuclear Density Gage), as applicable.
- Foundation inspection, including in-place bearing capacity determination in accordance with ASTM STP 399.

- All areas to receive pavements will be inspected by proof-rolling to ensure that the subgrades are of adequate firmness to receive the Graded Aggregate Base course (GAB). Compacted GAB will be tested utilizing a Nuclear Density Gage in accordance with ASTM D6938 in order to ensure that the in-place density is meeting the required project specifications.

CAST-IN-PLACE CONCRETE & REINFORCING STEEL BLDGS A-L

The concrete sampling and testing will include the following:

- Prior to concrete placement, foundation dimensions and size, formwork installation (where applicable), steel reinforcement size, spacing, clearances will be inspected for compliance.
- Sampling of cast-in-place concrete will be performed in accordance with ASTM C172. Five (5) four-inch diameter cylinders per set will be molded by an ACI certified inspector in accordance with ASTM C31 at a frequency of one (1) set every 100 cubic yards, or a fraction thereof per day.
- Air content tests will be performed on air-entrained concrete in accordance with ASTM C173/231.
- Slump tests will be performed for every set of cylinders in accordance with ASTM C143.
- Ambient air and mix temperatures will be recorded in accordance with ASTM C1064.
- Compressive strength testing will be performed at our in-house, certified laboratory facility in accordance with ASTM C39. Results will be reported in writing to the construction team members.

WOOD FRAMING & STRUCTURAL STEEL INSPECTIONS

- Inspect floor diaphragms for required blocking and nailing patterns.
- Periodically inspect nailing, bolting and anchoring within the lateral-force-resisting system
- Verify temporary and permanent restraint/bracing are installed in accordance with approved truss submittal package for Metal-plate-connected wood trusses spanning 60 feet or greater
- All fabricator facilities are assumed to be Truss Plate Institute certified. Fabricator shop inspections are not included within this estimate.
- Bolted and welded connections along with decking inspection of structural steel elements

WEEKLY/STORM EROSION (NPDES) INSPECTIONS

The following lists the scope of services for the provisions of the NPDES Permit inspections, water sampling and turbidity testing:

- We will perform weekly and storm inspections of the site's structural control measures, materials storage areas, disturbed areas without final stabilization, and receiving water bodies.
- Matrix Engineering Group, Inc. will perform sampling of runoff water at the designated outlets within 24 hours of a qualifying storm event, per GAR100001 permit.

- Water samples will be tested at our laboratory facility for Turbidity after all qualifying rain events, as defined by the NPDES Permit GAR100001 requirements.

COMPENSATION

The following table provides a breakdown of the costs associated with the requested inspection and testing services. It is anticipated that inspections will be required on a daily basis. In developing the following budget, we have taken into consideration the overlapping nature of the construction activities. Any additional services that may be required will be based on the unit fees provided in the Schedule of Fees and upon your prior authorization. Matrix Engineering will perform the required testing services for a total of **One Hundred and Twenty Five Thousand and Seven Hundred Dollars (\$125,700), as outlined in Table 1, below.**

TABLE 1:
CONSTRUCTION MATERIALS TESTING SERVICES

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
<u>ITEM 1 – NPDES Inspections:</u> Perform weekly erosion inspections of installed BMP controlled measures and obtain samples for turbidity analysis. Services include water sampling, turbidity testing and reporting	18 months x \$750/month	\$13,500.00
<u>ITEM 2 –Earthwork – Mass Grading & Site Utility Installation: ICC/NICET Certified Engineering Technician:</u> Inspection of soil fill placement and in-place density testing in accordance with ASTM D2937 or D6938.	24 weeks x 40 hours/week x \$60/hr	\$57,600.00
<u>ITEM 3 – IBC Special Inspector (Reinforcing Steel):</u> Foundation inspections and bearing capacity verifications, sub-grade evaluation, dimension verification, reinforcement inspection	40 trips x 4 hrs/trip x \$90/hr	\$14,400.00
<u>ITEM 4 – Concrete – ACI Certified Engineering Technician:</u> Sampling and testing of concrete (includes visiting site for concrete pick-ups)	40 events x 5 hours/trip x \$60/hr 30 pick-ups x 2.5 hrs/trip x \$60/hr	\$12,000.00 \$4,500.00
<u>ITEM 5 – Wood Framing & Steel Inspections:</u> Inspection of lumber type, placement and connections	15 trips x 6 hrs/trip x \$90/hr	\$8,100.00
<u>ITEM 6 - Laboratory Testing</u> Concrete Cylinders: Compressive Strength Testing Soil – Standard Moisture Density Relationship Tests GAB – Modified Moisture Density Relationship Tests	50 sets x 5 cylinder/set x \$15/ea 10 samples x \$120/sample 1 Samples x \$150/Sample	\$3,750.00 \$1,200.00 \$150.00
<u>ITEM 7 – Principal Engineer:</u> Professional Registered Engineer for Engineering Consulting as requested by the Design Team	Estimate 50 hours x \$120/hr	\$6,000.00
<u>ITEM 8 - Travel Costs</u>	Estimate 150 trips x \$30/trip	\$4,500.00
Estimated Maximum Fee:		\$ 125,700.00

**The total does not include costs associated with re-testing of areas that fail to meet the project specifications upon initial inspection, nor any additional assignments that are requested by the owner that are beyond the scope of work provided herein. All testing services are assumed to occur during regular work hours. Services exceeding 40 hours per week and work on weekends will be billed at 1.5 times the hourly rates listed above. Ultrasonic Inspections & Shop Visits are not included in this estimate.*

PROPOSAL ACCEPTANCE:

If you find this proposal acceptable, please sign below and email a copy for our records as a Notice to Proceed.

Authorized Signature: _____

Name:_____

Date:_____

CLOSING STATEMENT

PURCHASER: WALTON COUNTY, GEORGIA

SELLER: LEE P. MALCOM, EUGENE KELLY, JR., WINDY WATSON VEREEN, and EARL KELLY WATSON

PURCHASE PRICE: \$43,000.00

DATE OF CLOSING: March ____, 2024

PROPERTY: 0.43 acres on Highway 78, Monroe, Georgia / Parcel Number M0230013, Walton County, Georgia Records

ESCROW AGENT: Atkinson Ferguson, LLC

I.	<u>STATEMENT FOR PURCHASER:</u>		
	A.	AMOUNT DUE FROM PURCHASER:	
	1.	Purchase Price	\$43,000.00
	B.	PLUS CLOSING COSTS	
	1.	Recording Fees for Limited Warranty Deed (to Walton County Superior Court Clerk)	\$25.00
		TOTAL COSTS:	\$25.00
	C.	LESS PURCHASER CREDITS	
	1.	Seller's share of 2024 property taxes (Note 1)	(\$60.00)
		TOTAL CREDITS:	(\$60.00)
		NET AMOUNT DUE FROM PURCHASER:	\$42,965.00
II.	<u>STATEMENT FOR SELLER:</u>		
	A.	GROSS AMOUNT DUE SELLER:	\$43,000.00
	1.	Reductions in Amount Due Seller:	
	(a)	Recording Fees for Executor's Deed (Payable by Windy Watson Vereen and Earl Kelly Watson Only) (to Walton County Superior Court Clerk)	(\$25.00)
	(b)	Seller's share of 2024 property taxes (Note 1)	(\$60.00)

TOTAL REDUCTIONS:		(\$85.00)
NET AMOUNT DUE SELLER:		\$42,915.00
III. <u>DISBURSEMENTS:</u>		
A. Seller		
1.	Lee P. Malcom ($\$43,000 \times 50\%$) – \$30 + \$200 =	\$21,670.00
2.	Eugene Kelly, Jr. ($\$43,000 \times 25\%$) – \$15 – \$100 =	\$10,635.00
3.	Windy Watson Vereen ($\$43,000 \times 12.5\%$) – \$12.50 – \$7.50 – \$50 =	\$5,305.00
4.	Earl Kelly Watson ($\$43,000 \times 12.5\%$) – \$12.50 – \$7.50 – \$50 =	\$5,305.00
TOTAL TO SELLER:		\$42,915.00
B.	Walton County Superior Court Clerk (Recording Costs)	\$50.00
TOTAL DISBURSEMENTS:		\$42,965.00
IV. <u>RECEIPTS / SOURCES:</u>		
A. Purchaser		
1.	Wire of Funds	\$42,965.00
TOTAL RECEIPTS:		\$42,965.00

NOTES:

1. The Property is that certain property of Seller identified in the tax maps of Walton County, Georgia as M0230013. There are no back taxes due. 2023 ad valorem taxes for the Property totaled \$251.73, which Seller has paid in full. The parties have, therefore, prorated Seller's share of taxes for 2024 in the estimated amount of \$60.00.
2. Disbursements to Seller have been adjusted to account for appraisal fees paid by Lee P. Malcom.
3. This Closing Statement may be executed in counterparts, each of which, when fully executed, shall be deemed to be an original, and all of which shall be deemed to be on Closing Statement. A counterpart transmitted by facsimile shall have the same force and effect as an original.
4. The understandings, agreements and covenants set forth herein shall survive Closing as herein provided.
5. Atkinson Ferguson, LLC represents Purchaser in this transaction, exclusively. All other parties acknowledge that no advice or representations were made to them by Atkinson Ferguson, LLC.
6. The parties have carefully reviewed this Closing Statement and to the best of their knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on their account in this transaction.

Having read, approved and agreed to the above disbursements, the undersigned parties hereby authorize the Escrow Agent to make the disbursements set forth above. The Notes are an integral part of this Closing Statement and by their signatures hereon the parties agree to the terms set forth herein.

SELLER:

_____(Seal)
LEE P. MALCOM

_____(Seal)
EUGENE KELLY, JR.

_____(Seal)
WINDY WATSON VEREEN

_____(Seal)
EARL KELLY WATSON

PURCHASER:

WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia

By: _____
David G. Thompson
Chairman

Attest: _____
Rhonda Hawk
County Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into as of the 03/01/24 day of _____, 2024, by and between LEE MALCOM, EUGENE KELLY, JR., WINIFRED W VEREEN, and EARL KELLY WATSON (collectively "Seller") and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Purchaser").

STATEMENT OF PURPOSE

Seller is the owner of that certain real property located in the City of Monroe, Walton County, Georgia containing 0.430 acres, identified as tax parcel number M0230013, and more particularly described in Exhibit A attached hereto. Purchaser desires to purchase from Seller, and Seller desires to sell and convey to Purchaser such real property pursuant and subject to the terms and provisions of this Agreement.

ARTICLE 1. DEFINITIONS AND MEANINGS

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement with an initial capital letter or initial capital letters, shall have the meaning ascribed thereto by this Article 1:

"Agreement" means this Purchase and Sale Agreement, together with all exhibits attached hereto.

"Closing" means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Article 8.

"Closing Date" means on or before that date which is thirty (30) days following expiration of the Due Diligence Period.

"Due Diligence Period" means the period commencing on the Effective Date and ending forty-five (45) days thereafter.

"Earnest Money" has the meaning provided in Section 3.1.

"Effective Date" means the latter of the dates of execution of this Agreement by the last of either Seller or Purchaser, such date being inserted below the signatures of Purchaser and Seller. Such date shall be inserted in the preamble on page 1 of this Agreement.

"Escrow Agent" shall mean Atkinson Ferguson, LLC, Attn: Charles M. Ferguson, Jr., 118 Court Street, Monroe, Georgia 30655.

"Existing Survey" means that Survey prepared by Sims Surveying Co., certified by Kenneth C. Sims, Ga. R.L.S. No. 1783, dated May 5, 2005.

"Hazardous Substances" means petroleum (including gasoline, crude oil or any crude oil fraction), waste, trash, garbage, industrial by-product, and chemical or hazardous substance of any nature, including, without limitation, radioactive materials, PCBs, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewerage, industrial process sludge and any other substance identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendment and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other federal, state or county legislation or ordinances applicable to the Property.

"Improvements" means all improvements located on the Land.

"Intangible Personal Property" means all intangible personal property owned by Seller and related to the Real Property, including, without limitation, the following: warranties, contract rights related to the construction, repair, operation, ownership or management of the Real Property, including, but not limited to: (a) the Permits, governmental approvals and licenses; and (b) to the extent assignable and transferable, all warranties of construction and materials relating to the Property.

"Land" means that tract or parcel of land more particularly described on Exhibit "A" attached hereto and all appurtenances thereto.

"Permits" means all legally transferable land use, environmental and other governmental permits pertaining to the ownership, repairs, maintenance and/or operation of the Property, to the extent the same are owned and held by the Seller and are legally assignable.

"Permitted Encumbrances" means the specific title exceptions described in Section 6.1 hereof.

"Property" means, collectively, the Real Property, the Tangible Personal Property and the Intangible Personal Property.

"Real Property" means, collectively, the Land and the Improvements.

"Tangible Personal Property" means all equipment, machinery, furniture, furnishings, supplies and other tangible personal property owned by the Seller, now or hereafter located in and used in connection with the operation, ownership or management of the Property, limited to the tangible personal property identified as "included" in Exhibit "B" attached hereto, and excluding any personal property not listed in Exhibit B hereto.

"Third Party Reports" means any appraisal, any permitted engineering or environmental study, survey and/or title report which Purchaser is entitled to obtain at its sole cost and expense in accordance of the terms of this Agreement.

ARTICLE 2.
GENERAL PROVISION

2.1 Property to be Purchased. Subject to the terms of this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller.

ARTICLE 3.
EARNEST MONEY

3.1 Deposit of Earnest Money. Earnest money shall not be required for this transaction.

3.2 Independent Consideration. Contemporaneous with Purchaser's execution and delivery of this Agreement, Purchaser has delivered to Seller and Seller hereby acknowledges the receipt of \$100.00 (the "Independent Consideration"), which amount the parties bargained for and agreed as consideration for Purchaser's right to inspect and purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement.

ARTICLE 4.
PURCHASE PRICE

4.1 Amount of Purchase Price. The total purchase price to be paid by Purchaser for the Property is Forty-Three Thousand and No/100 Dollars (\$43,000.00) ("Purchase Price").

4.2 How Purchase Price Paid. The Purchase Price shall be payable at Closing in immediately available funds.

ARTICLE 5.
INSPECTIONS

5.1 Property Information. Within five (5) days following the Effective Date, Seller will provide Purchaser with copies of the information specified on Exhibit 5.1 attached hereto and incorporated herein (hereinafter referred to as the "Property Information").

5.2 Confidentiality. The Property Information and all other information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees and agents as confidential, and except as required by law will not be disclosed to anyone other than on a need-to-know basis. The confidentiality provisions of this Section 5.2 shall not apply to

any disclosures made by Purchaser as required by law, by court order, or in connection with any subpoena served upon Purchaser. The confidentiality provisions of this Section 5.2 shall survive the Closing or the earlier termination of this Agreement.

5.3 Inspections in General. So long as this Agreement remains in force, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making inspections at Purchaser's sole risk, cost and expense. Purchaser shall keep the results of any inspections or tests confidential except for necessary disclosures to Purchaser's lender and its attorneys and to Purchaser's attorneys, affiliates, employees and accountants or as required by law. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser relating to such inspection and its other due diligence shall be at the sole cost and expense of Purchaser. If any inspection or test disturbs the Property, Purchaser will restore the Property to the substantially the same condition as existed before the inspection or test. Purchaser shall defend and indemnify the Seller and hold Seller and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Purchaser's inspection of the Property as allowed herein (expressly excluding any matters which are merely discovered by reason of Purchaser's inspections). The provisions of this Section shall survive the Closing or the earlier termination of this Agreement.

5.4 Termination During Due Diligence Period. If Purchaser determines, prior to expiration of the Due Diligence Period, not to proceed with the purchase of the Property for any reason or no reason in its sole discretion, then Purchaser shall have the right to terminate this Agreement by delivering to Seller written notice of termination before the expiration of the Due Diligence Period, and subject to any provisions of this Agreement which expressly survive the termination of this Agreement, all further rights and obligations of the parties under this Agreement shall terminate.

ARTICLE 6. TITLE AND SURVEY

6.1 Status of the Title. Subject to the terms and provisions of this Agreement, Purchaser shall accept the Property subject to the following (collectively, the "Permitted Encumbrances"):

- (a) Any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in this Article;
- (b) real property ad valorem taxes which are a lien but not yet due and payable; and

6.2 Title Review and Cure.

(a) Purchaser shall have the right to order at its own expense, an updated title commitment for an owner's policy of title insurance (the "Commitment"). Purchaser may obtain, at Purchaser's sole cost and expense, a survey of the Property or an update to the Existing Survey. On or prior to expiration of the Due Diligence Period, (the "Objection

Period"), Purchaser or Purchaser's attorneys shall deliver to the Seller and/or Seller's attorneys, written notice of Purchaser's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Commitment which do not constitute Permitted Encumbrances. If Purchaser or Purchaser's attorneys do not deliver any such objection notice within the Objection Period, Purchaser shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or any and all matters that would be disclosed by a survey of the Property (and the same shall not constitute Title Objections and shall be deemed Permitted Encumbrances); provided, however, Purchaser shall have the right to object by delivery of written notice to the Seller and Seller's attorneys, on or prior to the earlier of (i) five (5) days after receipt of notice of a new exception or encumbrance (which is not a Permitted Encumbrance, and which was not revealed by the initial Commitment), and (ii) five (5) days prior to Closing, to any items that become of record after the date of the Commitment and which would not otherwise be a Permitted Encumbrance. Notwithstanding the foregoing, it is acknowledged that Purchaser is hereby deemed to have objected to any monetary liens revealed by the Commitment.

(b) Except as set forth in Section 6.2(c) below, it is expressly understood that in no event shall any Seller be required to bring any action or institute any proceeding, or to otherwise incur any costs or expenses in order to attempt to eliminate any Title Objections or to otherwise cause title in the Property to be in accordance with the terms of this Agreement on the Closing Date. In the event Seller notifies Purchaser (within 5 days of receipt of Title Objections) that Seller is unable or unwilling to cure any of such Title Objections ("Seller's Response Notice"), then Purchaser shall notify Seller of its intention to either terminate this Agreement, or proceed to Closing and accept title to the Property subject to such Title Objections remaining uncured by Seller, without any reduction of the Purchase Price or any liability or obligation on the part of Seller by reason of such Title Objections. In the event Purchaser fails to notify Seller of its intention to either terminate or close over such Title Objections within five (5) days of receipt of Seller's Response Notice, then Purchaser shall be deemed to have elected to close the transactions contemplated hereunder, subject to such Title Objections (without any reduction of the Purchase Price).

(c) Notwithstanding the foregoing, Seller shall be obligated to remove or bond over to the satisfaction of the Title Company all security deeds, security interests or mortgages, mechanics' liens and all judgment liens affecting the Property, which were caused directly or indirectly or created by Seller (collectively, "Monetary Liens").

(d) In no event shall any lien, encumbrance or other exception arising as a result of any act or omission of Purchaser, or anyone acting on behalf of Purchaser, be deemed a Title Objection.

ARTICLE 7. OPERATIONS AND RISK OF LOSS

7.1 Ongoing Operations. So long as this Agreement remains in force, Seller shall carry on its business and activities relating to the Property, including management

and normal maintenance and repair and capital repairs of the Property, substantially in the same manner as it did before the Effective Date. Seller further agrees to reasonably cooperate with Purchaser after the Closing in transitioning operations at the Property, including as to accounting matters.

7.2 Performance under Service Contracts. So long as this Agreement remains in force, the Seller will perform all of its material obligations under the Service Contracts and other agreements that affect the Property.

7.3 New Contracts. After the Effective Date, Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing without the Purchaser's prior written consent, except contracts entered into in the ordinary course of business with independent third parties that are terminable without cause on 30-days' notice and without penalty or cancellation fee.

7.4 Termination of Service Contracts. Seller represents that there are no Service Contracts applicable to the Property.

7.5 Damage or Condemnation. Risk of any loss resulting from any condemnation or eminent domain proceeding which is commenced before the Closing, and risk of material loss to the Property due to fire, flood or any other cause before the Closing, shall remain with the Seller. If before the Closing the Property or any portion thereof shall be materially damaged, or if the Property or any portion thereof shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Purchaser may terminate this Agreement by written notice to Seller given within ten (10) days after Seller delivers written notice to Purchaser of the damage or taking, and, subject to the provisions of Section 13.5 of this Agreement, all further rights and obligations of the parties under this Agreement shall terminate and the Purchaser shall receive a refund of the Earnest Money. If the Closing Date is within the aforesaid ten (10) day period, then Closing shall be extended to the next business day following the end of said ten (10) day period. If no such election is made this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, and Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may have been or thereafter be made for such damage or destruction except for the rental loss or business interruption insurance proceeds applicable to the period prior to the Closing Date giving Purchaser a credit at Closing for any deductible under such policies and Seller shall provide its insurance company with written notice that Seller has assigned such proceeds to Purchaser pursuant to this Section 7.5 and cause said insurance company to acknowledge such assignment. For the purposes of this Section, the phrases "material damage" and "materially damaged" mean damage exceeding \$50,000.00 as reasonably determined by Seller and Purchaser acting in good faith.

7.6 Fixtures and Equipment. Seller shall not remove or permit the removal from the Property any fixtures, mechanical equipment or any other items included in the

Property except when replaced with items of equal or greater quality and except for the use and consumption of inventory, office and other supplies and spare parts, and the replacement of worn out, obsolete or defective, tools, equipment, appliances, in the ordinary course of business.

7.7 No Conveyances. During the term of this Agreement, Seller shall not transfer, convey, assign or encumber all or any portion of the Property.

7.8 Insurance. Throughout the term of this Agreement, Seller shall maintain all insurance policies relating to the Property as in effect as of the Effective Date.

ARTICLE 8. CLOSING

8.1 Closing. Closing shall take place on or before the Closing Date, or such other date on which Seller and Purchaser may mutually agree, via escrow funds and fully executed documents. The Closing shall occur through an escrow with the Escrow Agent on terms acceptable to the parties and customary for similar closings in the State of Georgia, it being understood that neither Purchaser nor Seller nor their respective counsel need be physically present at the Closing so long as (i) all documents described in Article 8 or elsewhere herein that are required to be delivered at Closing are fully executed, delivered in escrow and available on the date of Closing, (ii) any authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing, and (iii) all necessary Closing funds have been wire transferred to the Escrow Agent on or prior to Closing. Notwithstanding the foregoing, Seller agrees to close the transaction as soon as Purchaser desires, as long as reasonable notice is provided.

8.2 Conditions to the Parties' Obligations to Close. Notwithstanding any other provision of this Agreement to the contrary, the obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transaction contemplated hereunder is contingent upon the following:

(a) Purchaser's obligation to close the transactions hereunder shall be subject to the satisfaction of the following conditions precedent, provided that Purchaser, at its election, upon written notice delivered to Seller at or prior to the Closing, may waive all or any of such conditions:

(i) Seller shall have executed and delivered to Purchaser all of the documents required of Seller under this Agreement.

(ii) Seller shall have performed all of their material covenants, agreements and obligations under this Agreement.

(iii) All of Seller's representations and warranties set forth in Article 10 of this Agreement shall be true and correct in all material respects on the Closing Date.

(b) Seller's obligation to close the transaction hereunder shall be subject to the satisfaction of the following conditions precedent, provided that Seller, at its election, upon written notice delivered to Purchaser at or prior to the Closing, may waive all or any of such conditions:

(i) Purchaser shall have executed and delivered to Seller all of the documents required of Purchaser under this Agreement.

(ii) Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.

(iii) All of Purchaser's representations and warranties set forth in Article 10 of this Agreement shall be true and correct in all material respects on the Closing Date.

(iv) Escrow Agent shall hold the Purchase Price for distribution to Seller.

8.3 Seller's Deliveries in Escrow. On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

(a) Deed. A limited warranty deed (the "Deed") in the form of Exhibit "8.3(a)" attached hereto, executed and acknowledged by Seller, conveying Seller's fee simple title to the Land and Improvements, subject only to the Permitted Encumbrances.

(b) Warranties. A reaffirmation of Seller's representations and warranties set forth in Section 10.1 herein.

(c) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller, if required by law, and an affidavit of residence indicating that Seller is exempt from the withholding requirements of O.C.G.A. § 48-7-128.

(d) Additional Documents. Any additional documents that Escrow Agent may reasonably and customarily require, and in a form reasonably acceptable to Seller and its counsel, for the proper consummation of the transaction contemplated by this Agreement, including without limitation a Seller's affidavit.

8.4 Purchaser's Deliveries in Escrow. On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price. The Purchase Price (payable as set forth in Article 4 hereof) plus or minus applicable prorations, deposited by Purchaser with the Escrow Agent.

(b) Additional Documents. Any additional documents that Escrow Agent may reasonably and customarily require for the proper consummation of the

transaction contemplated by this Agreement, including without limitation an affidavit regarding brokerage executed by Purchaser.

8.5 Closing Statements. At the Closing, Seller and Purchaser shall deposit with the Escrow Agent executed closing statements consistent with this Agreement.

8.6 Possession. The Seller shall deliver possession of the Property to Purchaser at the Closing, subject to the rights of the other parties under the Permitted Encumbrances, and Service Contracts.

8.7 Post-Closing Deliveries. None.

8.8 Costs. Each party shall pay the following costs:

(a) Purchaser shall pay the following: (i) any update to Existing Survey, (ii) title policy and endorsements, (iii) appraisals, engineering and other due diligence charges incurred by Purchaser, (iv) Escrow Agent's closing fee, (v) recording charges for Deed, and (vi) Purchaser's attorney's fees.

(b) Seller shall pay the following: (i) endorsements necessary to insure over encumbrances placed on the Property by Seller following the Effective Date, (ii) recording charges for removing Seller encumbrances, (iii) costs of any wire disbursements made on Seller's behalf, (iv) Seller's attorney's fees, and (v) appraisal charges incurred by Seller.

(c) Other - All other costs shall be borne as set forth herein, and if not so set forth then according to local custom.

ARTICLE 9. PRORATIONS, CONTRACTS, DEPOSITS, AND COMMISSIONS

9.1 Prorations. The day of Closing shall belong to Purchaser and all prorations hereinafter provided to be made as of the Closing shall each be made as of the end of the day before the Closing Date. In each such proration set forth below, the portion thereof applicable to periods beginning as of Closing shall be credited or charged to Purchaser and the portion thereof applicable to periods ending as of Closing shall be credited or charged to Seller.

(a) Taxes and Assessments. General real estate taxes and assessments imposed by governmental authority and any assessments imposed by private covenant constituting a lien or charge on the Property for the then current calendar year or other current tax period (collectively, "Taxes") shall be prorated in accordance with normal practices. In prorating taxes, the maximum discount which may be achieved by paying the taxes as soon as possible after Closing shall be assumed. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the amount of the 2021 tax bill.

(b) Reserved.

(c) Reserved.

(d) Reserved.

9.2 Final Adjustment After Closing. In the event that final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 9.1 including Taxes, then Purchaser and Seller agrees to allocate such items on a fair and equitable basis as soon as invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice. Seller shall have reasonable access to, and the right to inspect and audit, Purchaser's books to confirm the final prorations. This Section 9.2 shall survive the Closing for 360 days.

9.3 Reserved.

9.4 Reserved.

9.5 Reserved.

9.6 Brokerage Commissions. Seller and Purchaser represent and warrant each to the other that it has not described this Agreement or the subject matter hereof and has not otherwise dealt with any real estate broker, sales person or finder in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. The provisions of this Section 9.6 shall survive Closing.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1 Seller's Representations and Warranties regarding Seller and Property. As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser that:

(a) Authority. 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 Escrow Agent.

(b) Conflicts and Pending Action. There is no agreement to which Seller is a party or to the best of Seller's knowledge binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against the Property, including condemnation

proceedings, or against the Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(c) Reserved.

(d) Reserved.

(e) Violations. To Seller's actual knowledge, the Property and its use are not in violation of any applicable law, rule or regulation affecting the Property, including any applicable environmental law or regulation, building or zoning code or ordinance.

(f) Leases. There is no lease agreement to which Seller is a party or which is known to Seller related to the property and extending beyond the Closing Date.

(g) Environmental. To the best of Seller's knowledge, Seller has not received any written notice that the Property is in violation of any Environmental Law (hereinafter defined). For the purposes of this Section 10.1(f), "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended; any other analogous state or federal statute; and common law arising from the environmental conditions of the Property or the presence of Hazardous Substances, solid wastes, or any other pollutants or contamination the Property.

(h) No Prohibited Persons. Neither Seller nor, if applicable, any of its officers, directors, partners, members, affiliates or shareholders is a person or entity: (i) that is listed in the Annex to, or is otherwise subject to provisions of, Executive Order 13224 issued on September 24, 2001 ("E013224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") the most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums, including, but not limited to the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>); (iii) who commits, threatens to commit or supports "terrorism" as that term is defined in E013224; or (iv) who is otherwise affiliated with any entity or person listed above.

All of the representations and warranties contained in Section 10.1 shall be true and correct in all material respects as of the Closing and shall survive the Closing for one hundred eighty (180) days following the Closing Date.

ARTICLE 11. DEFAULT AND DAMAGES

11.1 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, if any, 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, if any, constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

11.2 Seller's Default. If the transaction contemplated herein is not consummated because of a default on the part of Seller, the Earnest Money, if any, 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. The provisions of this Section 11.2 shall survive the termination hereof.

ARTICLE 12. EARNEST MONEY PROVISIONS

The parties hereto agree that Escrow Agent shall hold the Earnest Money, if any, 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, if any, pursuant to this Agreement, Escrow Agent shall be entitled to turn over the Earnest Money, if any, 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.

ARTICLE 13. MISCELLANEOUS

13.1 Parties Bound. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void; provided, however, that (i) Purchaser may assign its rights hereunder to an affiliate of Purchaser or to an entity in which Purchaser, an affiliate of Purchaser or a principal of Purchaser has a direct or indirect proprietary interest without Seller's consent and (ii) Seller may assign to a qualified intermediary (within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended) to the extent Seller effects an Exchange, as defined in Section 13.16 hereof. No assignment shall relieve the assigning party from any liability hereunder, whether arising before or after such assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

13.2 Headings. The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

13.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

13.4 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located.

13.5 Survival. Unless otherwise expressly stated in this Agreement, none of the covenants, obligations, representations and agreements contained in this Agreement shall survive the Closing and the execution and delivery of the Deed required hereunder.

13.6 No Third Party Beneficiary. Except as otherwise expressly provided herein, this Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise.

13.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

13.8 Time. Time is of the essence of this Agreement.

13.9 Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including actual attorneys' fees, expended or incurred in connection therewith.

13.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth 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 facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, (c) sent by email, with written confirmation by a nationally recognized overnight courier sent the same day as the email, in which case notice shall be deemed delivered upon the day the email was sent, or (d) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by email, facsimile or personal delivery and delivered after 6:00 p.m. eastern standard 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 facsimile number 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. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice to any party may be given by such party's counsel.

PURCHASER: Walton County, Georgia
111 S. Broad Street
Monroe, Georgia 30655
Attn: Chairman David Thompson
Telephone: (770) 267-1301
Facsimile: (770) 267-1400
Email: davidg.thompson@co.walton.ga.us

With a copy to: Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655
Attn: Charles M. Ferguson, Jr.
Telephone: (770) 267-3000
Email: cferguson@atkinsonferguson.com

SELLER: Authentisign
Kathryn Lee P Malcom 03/01/24
Kathryn Lee P Malcom
Telephone: _____
Facsimile: _____
Email: _____

Authentisign
Winifred W Vereen 03/01/24
Winifred W Vereen
Telephone: _____
Facsimile: _____
Email: _____

Authentisign
Earl Kelly Watson 03/01/24
Telephone: _____
Facsimile: _____
Email: _____

Authentisign
Eugene Kelly Jr 03/01/24

13.11 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

13.12 Date of Performance. The expiration of any period of time prescribed in this Agreement shall occur at 6:00 p.m. EST 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 6:00 p.m. EST of the next full business day.

13.13 Procedure for Indemnity. The following provisions govern actions for indemnity under this Agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof and the indemnitor shall have the right to participate in such proceeding and, if the indemnitor agrees in writing that it will be responsible for any costs, expenses, judgments, damages, and losses incurred by the indemnitee with respect to such claim, to assume the defense thereof, with counsel mutually satisfactory to the parties; provided, however, that an indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnitor, if the indemnitee reasonably believes that representation of such indemnitee by the counsel retained by the indemnitor would be inappropriate due to actual or potential differing interests between such indemnitee and any other party represented by such counsel in such proceeding. The failure of indemnitee to deliver written notice to the indemnitor within a reasonable time after indemnitee receives notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to its ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any other liability that it may have to any indemnitee. If an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent.

13.14 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

13.15 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.16 1031 Exchange. Seller and/or Purchaser may effect a tax-free exchange (each, an "Exchange") in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, which Exchange will involve an exchange of another property or properties, and the Property so long as same does not postpone the Closing Date. Seller

and Purchaser agree to accommodate the other party by participating in the Exchange provided that (a) neither Purchaser nor Seller shall incur any cost, expense of liability in connection with the other party's Exchange, (b) Seller shall indemnify, defend and hold Purchaser harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with Seller's Exchange, (c) Purchaser shall indemnify, defend and hold Seller harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with Purchaser's Exchange, and (d) every Exchange is carried out in accordance with all applicable laws and all documentation concerning the Exchange shall be reasonably satisfactory in all respects to the other party and its respective attorneys, (e) the Exchange does not adversely affect the other party in any material respect, regarding the terms and conditions of the transaction, and (f) the Exchange does not have an adverse effect on title set forth in this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

SELLER SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT
BY AND BETWEEN LEE MALCOM, EUGENE KELLY, JR.,
WINIFRED W VEREEN, AND EARL KELLY WATSON
AND
WALTON COUNTY, GEORGIA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
day and year written below.

SELLER:

Authentisign
Kathryn Lee P Malcom 03/01/24

LEE MALCOM

Authentisign
Eugene Kelly Jr 03/01/24

EUGENE KELLY, JR.

Authentisign
Winifred W Vereen 03/01/24

WINIFRED W VEREEN

Authentisign
Earl Kelly Watson 03/01/24

EARL KELLY WATSON

Date: 03/01/24, 2024

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

PURCHASER SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT
BY AND BETWEEN LEE MALCOM, EUGENE KELLY, JR.,
WINIFRED W VEREEN, AND EARL KELLY WATSON
AND
WALTON COUNTY, GEORGIA

PURCHASER:

WALTON COUNTY, GEORGIA, a political
subdivision of the State of Georgia

By: *David G. Thompson*
David G. Thompson
Chairman

Attest: *Rhonda Hawk*
Rhonda Hawk
County Clerk

[COUNTY SEAL]

Date: *March 26, 2024*



Exhibit "A"

Legal Description of Land

All that tract or parcel of land lying and being in Land Lot 101 of the 3rd Land District, G.M.D.419, City of Monroe, Walton County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Intersection formed by the Southerly Right-of-Way of U.S. Highway 78 (R/W Varies) and the Easterly Right-of-Way of Southview Drive (R/W Varies); THENCE leaving said intersection, South 24 degrees 53 minutes 23 seconds West for a distance of 139.88 feet to a ½" Open Top Pipe Found on the aforesaid Right-of-Way of Southview Drive, said Point being the **POINT OF BEGINNING**.

THENCE from said Point as thus established and leaving said Right-of-Way, South 28 degrees 35 minutes 11 seconds East for a distance of 86.83 feet to a ½" Open Top Pipe Found; THENCE South 50 degrees 27 minutes 39 seconds West for a distance of 149.77 feet to a Point; THENCE North 35 degrees 56 minutes 51 seconds West for a distance of 142.10 feet to a Point on the aforesaid Right-of-Way of Southview Drive; THENCE continuing along said Right-of-Way the following three (3) courses and distances, North 51 degrees 11 minutes 04 seconds East for a distance of 68.66 feet to a Concrete Monument Found; THENCE South 84 degrees 21 minutes 50 seconds East for a distance of 77.71 feet to a Concrete Monument Found; THENCE North 51 degrees 27 minutes 24 seconds East for a distance of 33.94 feet to a ½" Open Top Pipe Found, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.430 Acres (18,749 Square Feet) as shown as Right-of-Way Acquisition on the Right-of-Way Acquisition Exhibit for Walton County, prepared by Precision Planning, Inc. (Job# T03170PSC), and dated 11/14/2023.

Said property is the same property shown on the survey entitled "Survey for The Katherine S. Phillips & Estate of Sara R. Kelly" dated May 5, 2005, prepared by Sims Surveying Co., certified by Kenneth C. Sims, Georgia Registered Land Surveyor No. 1783, recorded in Plat Book 97, Page 29, Walton County, Georgia records.

Authentisign
KCM

Authentisign
WWW

Authentisign
EKW

Authentisign
EK

Exhibit "B"

Tangible Personal Property

None

Exhibit 5.1

Property Information

- (a) The Title Policy;
- (b) The Existing Survey;
- (c) Environmental Reports on the Property in Seller's possession;
- (d) Soil Reports/Geotechnical reports;

Exhibit 8.3(a)

(Above Reserved for Recording)

After recording, please return to:
Charles M. Ferguson, Jr.
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

STATE OF GEORGIA
COUNTY OF WALTON

LIMITED WARRANTY DEED

THIS INDENTURE is made effective on the ____ day of _____, 2021, by **LEE MALCOM, EUGENE KELLY, JR., WINIFRED W VEREEN, and EARL KELLY WATSON** (collectively "Grantor"), and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Grantee").

WITNESSETH:

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby transfer and convey unto Grantee, that certain real property lying in Walton County, Georgia being more fully described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, if any, together with all rights, members and appurtenances in any manner appertaining or belonging to said property (collectively the "Property");

TO HAVE AND TO HOLD the Property unto Grantee forever in fee simple; subject only to those matters described in Section 6.1 of the Purchase and Sale Agreement executed by the parties for the Property (hereinafter the "Permitted Encumbrances") and Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor but against none other. "Grantor", "Grantors" and "Grantee" shall include their respective heirs, successors and assigns;

IN WITNESS WHEREOF, Grantor has executed this deed under seal as of the day and year first set forth above.

GRANTOR:

Signed sealed and delivered
in the presence of:

LEE MALCOM (Seal)

Unofficial Witness

Notary Public

EUGENE KELLY, JR. (Seal)

My commission expires: _____

[NOTARIAL SEAL]

WINIFRED W VEREEN (Seal)

EARL KELLY WATSON (Seal)

Exhibit "A"

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lot 101 of the 3rd Land District, G.M.D.419, City of Monroe, Walton County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Intersection formed by the Southerly Right-of-Way of U.S. Highway 78 (R/W Varies) and the Easterly Right-of-Way of Southview Drive (R/W Varies); THENCE leaving said intersection, South 24 degrees 53 minutes 23 seconds West for a distance of 139.88 feet to a ½" Open Top Pipe Found on the aforesaid Right-of-Way of Southview Drive, said Point being the **POINT OF BEGINNING**.

THENCE from said Point as thus established and leaving said Right-of-Way, South 28 degrees 35 minutes 11 seconds East for a distance of 86.83 feet to a ½" Open Top Pipe Found; THENCE South 50 degrees 27 minutes 39 seconds West for a distance of 149.77 feet to a Point; THENCE North 35 degrees 56 minutes 51 seconds West for a distance of 142.10 feet to a Point on the aforesaid Right-of-Way of Southview Drive; THENCE continuing along said Right-of-Way the following three (3) courses and distances, North 51 degrees 11 minutes 04 seconds East for a distance of 68.66 feet to a Concrete Monument Found; THENCE South 84 degrees 21 minutes 50 seconds East for a distance of 77.71 feet to a Concrete Monument Found; THENCE North 51 degrees 27 minutes 24 seconds East for a distance of 33.94 feet to a ½" Open Top Pipe Found, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.430 Acres (18,749 Square Feet) as shown as Right-of-Way Acquisition on the Right-of-Way Acquisition Exhibit for Walton County, prepared by Precision Planning, Inc. (Job# T03170PSC), and dated 11/14/2023.

Said property is the same property shown on the survey entitled "Survey for The Katherine S. Phillips & Estate of Sara R. Kelly" dated May 5, 2005, prepared by Sims Surveying Co., certified by Kenneth C. Sims, Georgia Registered Land Surveyor No. 1783, recorded in Plat Book 97, Page 29, Walton County, Georgia records.

303 South Hammond Drive
Suite 333
Monroe, Georgia 30655



(770) 266-1964
(770) 266-1522 FAX

BOARD OF COMMISSIONERS

Department of Finance

March 27, 2024

Chairman David Thompson, Commissioner Tim Shelnett, Commissioner Bo Warren, Commissioner Mark Banks, Commissioner Lee Bradford, Commissioner Jeremy Adams, and Commissioner Kirklyn Dixon


RE: RFP 2024-07
Auditing Services

Gentlemen:

Our evaluation team has met and, based on the proposals submitted then taking all aspects into account, we concluded that Mauldin and Jenkins would be Walton County's best choice for auditing services for the next six fiscal years, beginning with the current year (FY 2024).

The above-referenced Request for Proposals made it clear that the matter can be reviewed annually by the Board of Commissioners to determine if expectations have been met. If they have not been met, termination is an option.

For the Finance Department and the Evaluation Team, I respectfully recommend Mauldin and Jenkins to be our auditors going forward and through FY 2029.


Milton Cronheim
Chief Financial Officer
Walton County Board of Commissioner

WALTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: March 27, 2024

SUBJECT: 2024 Milling and Deep Patching

RECEIVED FROM: Rhonda Hawk, Purchasing Director

New Business Old Business

ITEM SUMMARY:

The following bids were received for the 2024 Milling & Deep Patching. The project estimate is 3,000 tons.

Pittman Construction	\$ 204.15 per ton	\$ 612,450.00
Sunbelt Asphalt	235.00 per ton	705,000.00
Allied Paving	225.00 per ton	675,000.00
E. R. Snell	303.50 per ton	910,500.00
Vertical Earth	247.54 per ton	742,620.00
MHB Paving	233.35 per ton	700,050.00
Summit Construction	229.00 per ton	687,000.00

ADMINISTRATIVE RECOMMENDATION:

Recommendation from Public Works is attached.

Please accept the low bid from Pittman Construction in the amount of \$204.15 per ton for an estimate total of \$612,450.00.



Walton County Public Works

1407 South Madison Avenue
Monroe, Georgia 30655
Telephone (770) 267-1350
Fax (770) 267-1310

John Allman
Director of Public Works

Ray Johnson
Asst. Director of Public Works

March 27, 2024

To: Board of Commissioners
From: John Allman, Public Works Director
Re: Recommendation to Accept Bid

The Public Works Department recommends that Walton County Board of Commissioners accepts the low bidder, Pittman Construction, for the 2024 Milling & Deep Patching Contract in the amount of \$612,450.00.

Please feel free to contact me if you have any questions.

Thank you,

A handwritten signature in blue ink that reads "John Allman".

John Allman



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

Item 9.3.

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

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: March 27, 2024

RE: Felker Park Surveillance System

Ms. Hawk,

In accordance with the Walton Country Purchasing Policy, we have advertised a Request for Proposal to provide a video surveillance system at Felker Park.

This proposal is to furnish and install a complete stand-alone Hanwha Wisent Wave security camera system located at 725 S Madison Ave, Monroe, GA 30655.

The Facilities Department has reviewed the acceptable proposals and has determined that the proposal provided by Harcom Data Services LLC. best meets the RFP requirements. The Facilities Department has verified their experience and qualifications to our satisfaction.

It is my recommendation that the Board of Commissioners accept the proposal by **Harcom Data Services LLC. in the amount of \$57,196.00**

Hank Shirley, Director
Facilities/Risk Mgmt. Dept.