

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

Tuesday, December 03, 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

**1.1.** Retirement Recognition - Commissioner Mark Banks, Sheriff Joe Chapman, Judge Joseph Rhymer, Marlene Batchelor, John Minton, Dwayne Grayer, Dwight Dunham

#### 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. EXECUTIVE SESSION
- 5. DISCUSSION
  - **5.1.** County Manager's Report/Update

The Grove Park Update and Rock Estimation

#### 6. PLANNING COMMISSION RECOMMENDATIONS

6.1. Approval of Z24100003 with conditions - Rezone 14.00 acres from A1/A2 to B3 for commercial parking - Applicant/Owner: Dennis McMillan - Property located at 1203 Old Monroe Madison Hwy (Hwy. 11 Bypass) - Map/Parcel C1670104B00 - District 4

Conditions: Entrance to be off the bypass and follow recent guidelines that have been approved for outdoor storage of commercial vehicles.

6.2. Approval of LU24100004 and Z24100005 with conditions - Land Use Change from Suburban to Highway Corridor and Rezone 7.63 acres from A2 to B2 for office and baseball facility - Applicant: James White/Owner: James & Glenda White - Property located at 2680 Hwy. 81 & Gum Creek Church Rd/Map/Parcel C0490024 - District 2 Conditions: The recommendations from Public Works to be followed which are: a traffic study be completed to evaluate the need for a possible center-turn lane due to volume and entrance location related to site distance and safety concerns on Gum Creek Church Road and a DeCell Lane and a A-cell taper to be installed.

6.3. Denial of Z24100006 with stipulations - Rezone 2.40 acres from A2 to B2 for industrial building to lease - Applicant: Rich Wade/Owner: Wade Nation, LLC - Property located on 2384 Hwy. 278 - Map/Parcel C1580022 - District 4

Stipulations: A new application cannot be made until all citations have been paid and all code violations are addressed. The Board of Commissioners can waive applying for a new application once the property is cleaned up. Property owner has one month to have the property cleaned up.

#### 7. PLANNING & DEVELOPMENT

- 7.1. Ordinance Amendment Occupation Tax
- 7.2. Annexation Request City of Social Circle Amber Stapp Studdard Road
- **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 November 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 November 19, 2024
  - **8.5.** Proposed 2025 Meeting Calendar
  - **8.6.** Proposed Budget Calendar FY26
  - 8.7. IGA Construction of New Azalea Regional Library City of Loganville
  - **8.8.** Agreement Southeast Corrections Probation Services Probate Court
  - **8.9.** Agreement Southeast Corrections Probation Services Magistrate Court

#### 9. RESOLUTIONS

**9.1.** Resolution of the Board of Commissioners of Walton County to approve a local supplement to the salary of the incoming Walton County Sheriff and providing for longevity and cost of living adjustments with respect thereto.

9.2. Georgia First Responder PTSD Program - ACCG-IRMA Application/Agreement/Resolution/Coverage Proposal

#### 10. CONTRACTS

- **10.1.** The Grove Park Change Proposal #3 Monument Sign Scope Removal
- **10.2.** The Grove Park Change Proposal #5 Building C PVC Soda Line (Credit)
- **10.3.** The Grove Park Change Proposal #9 Building J VE Permit Change
- 10.4. The Grove Park Change Proposal #12 Building Exterior Waterproofing Membrane Rev. 2
- 10.5. The Grove Park Change Proposal #16 Building J Storage Room/Tools Closet Framing Change
- **10.6.** The Grove Park Change Proposal #19 CCTV and AV Allowance Coverage

#### 11. ACCEPTANCE OF BIDS/PROPOSALS

- 11.1. Roof Replacement Nowell Gymnasium
- **12. PUBLIC COMMENT** | 3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.

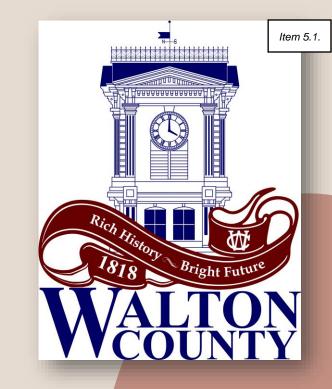
#### 13. ANNOUNCEMENTS

#### 14. ADJOURNMENT

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

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

For more information, please contact Rhonda Hawk.



# THE GROVE

A Walton County Parks & Recreation Facility NOVEMBER 2024 CONSTRUCTION UPDATE





REEVES 🛊 YOUNG

# Overall Site Plan















# Project Progress Photos



### Project Progress

### Work Accomplished in Nov. 2024

- Building C Metal Roof Installation
- Building C Kitchen Hood Installation
- Building C Installing MEP Rough-in
- Building C Parking Lot Soil Cement Complete
- Building C Parking Lot Topping and Binder Installation
- Building F Amphitheater Pad Complete
- Building H Medium Pavilion Concrete Slabs Complete
- Building G Concrete Slab Complete
- Building G Exterior CMU Installation
- Building G Installing MEP Rough-in
- Building G Pavilion Footings Poured
- Building L Steel Beams Complete
- Building L Joist Repair Installation
- Building J Interior Framing Complete
- Building J Installing MEP Rough-in
- Building J Drywall Installation
- Softball Field Perimeter Fence Installation
- Softball Field Turf Drainage Installation
- Storm and Sewer Installation
- Rock Rippability Testing & Quantifying Encountered Rock
- Blasting of Encountered Rock

### Work Projected in Dec. 2024

- Building C Complete Metal Roof Installation
- Building C Continue MEP Rough-in
- Building C Complete Parking Lot Topping and Binder
- Building F Concrete Footings & Walls Installation
- Building J Complete Drywall Installation
- Building J Continue MEP Rough-in
- Building J Overhead Roll-up Door Installation
- Building L Complete Steel Joist Installation
- Building L Parking Lot Begin Rough Grading
- Building G Complete Exterior CMU Walls
- Building G Complete Pavilion Concrete Slab
- Storm and Sewer Installation
- Begin Main Road and Roundabout Rough Grade
- Start Softball Field Ribbon Curb Installation
- Continue Blasting Encountered Rock
- Continue Turf Field Underdrainage System Installation

Proi	ect:	The	Grove	Park.	Walton	County

Structure/Line Segment: Refer to the Table below for the various structures and manholes

Pipeline Length: \_\_\_\_\_See table below \_\_\_\_

Pipeline Diameter: \_\_\_\_\_See table below No. of Manholes and sizes: 48 Inches

X: Trench width: The greater of 42 inch or 24 inch plus pipe diameter

Y: Additional depth of excavation per specifications: 6 Inches

S: Spacing between borings: 25 - 50 Feet Refer to Design Drawings and Details

Over-drilling below design elevations: 3-4 Feet

#### **Rock Volume Claculations Based on Blast Drilling Information Provided by the Contractor**

						Pipe						Unrippable		
Boring			Depth to Rock	Total Depth		Diameter		Depth To				depth per test		<b>Rock Volume</b>
Number	Location	Pipeline	(Overburden)		Linear Feet	(in)	Trench Width (ft)	Invert + y	<b>Rock Elevation</b>	<b>Current Elevation</b>	<b>Invert Elevation</b>		<b>Rock Thickness</b>	(cu.yd.)
	D1	·	-	6	5	<u> </u>	5	2.00	-	895.32	892.82	893.60	0.78	0.72
	D1-D2	D1-D2	-	9	57	30	4.5	2.00	-	899.39	896.89			-
	D2		-	10	5		5.0	6.09	-	900.73	894.14	899.84	5.70	5.28
	D2-D3	D2-D3	5	10	82	30	4.5	6.09	898.57	903.57	896.98	899.84	2.85	38.95
	D3		-	10	5		5.0	6.68	-	906.73	899.55			-
	D3-D4	D3-D4	-	10	72	30	4.5	6.68	-	910.12	902.94			-
	D4		-	13	5		5.0	9.35	-	912.32	902.47			-
	D4-D5	D4-D5	-	13	160	30	4.5	9.35	-	913.56	903.71			-
	D4-D5		-	13			3.5	9.35	-	914.09	904.24			-
10		4 DE DC	-	13 13	5 106	0.4	5.0	9.46 9.46	-	913.38	903.42	000.74	4.00	- 70.70
11 12		4 D5-D6	-	15	5	24	4.0 5.0	10.63	-	913.78 915.11	903.82 903.98	908.71	4.89	76.79
	D6-D7	D6-D7	<u> </u>	16	131	24	4.0	10.63	-	914.80	903.98			-
	D6-D7 D6-D7	D0-D7		16	131	24	4.0	10.63	<u> </u>	915.61	903.67			-
15			 14	19	5		5.0	9.83	900.99	914.99	904.66			
	D7-D8	D7-D8	12	17	232	24	4.0	9.83	902.52	914.52	904.19	906.23	2.04	70.12
	D7-D8 RED		13	22	202		3.5	9.83	904.88	917.88	907.55	000.20	2.04	-
	D7-D8 RED		13	20			3.5	9.83	906.25	919.25	908.92			-
	D8 REDO	<u> </u>	9	17	25		3.5	13	911.00	920.00	906.50	911.19	4.69	15.20
	D8-D13	D8-D13	11	14	60	15	3.5	13.00	909.46	920.46	906.96	912.90	5.94	46.20
	D8-D13		11	14	60		3.5	13.00	909.61	920.61	907.11	912.07	4.96	38.58
	D13		12	14	5		5.0	11.84	908.37	920.37	908.03	911.24	3.21	2.97
23	D13-D14	D13-D14	11	16	54	15	3.5	11.84	908.99	919.99	907.65	911.40	3.75	26.23
24	D13-D14		8	14	53		3.5	11.84	910.90	918.90	906.56	911.55	4.99	34.31
25	D14		7	14	5		5.0	9.18	910.95	917.95	908.27	911.71	3.44	3.19
26	D9	D8-D9	8	14	71	24	4.0	12.18	911.36	919.36	906.68	916.35	9.67	101.75
27	D9-D10	D9-D10	8	14	80	15	3.5	12.18	911.50	919.50	906.82	913.54	6.71	69.64
28	D10		11	14	5		5.0	10.43	908.08	919.08	908.15	910.72	2.57	2.38
29	D10-D11	D10-D11	9	14	50	15	3.5	10.00	909.60	918.60	908.10	913.80	5.70	36.94
30	D10-D11		7	14	50		3.5	10.00	910.75	917.75	907.25	913.80	6.55	42.45
31	D11		6	14	5		5.0	7.53	910.70	916.70	908.67	912.26	3.59	3.32
32	D11-D12	D11-D12	6	10	71	15	3.5	7.00	910.70	916.70	909.20	912.26		-

33 <mark>D11-D12</mark>		4	10	70		3.5	7.00	914.46	918.46	910.96	912.26		-
34 D12		7	10	5		5.0	5.99	913.77	920.77	914.28			-
35 B10	B10-B11	2	14	47	36	5.0	9.10	916.62	918.62	909.02	916.26	7.60	66.15
36 B11		4	16	5		5.0	12.00	917.40	921.40	908.90	915.95	8.50	7.87
37 B11-B12	B11-B12	10	18	119	36	5.0	12.00	914.84	924.84	912.34	916.67	2.50	55.09
38 B12		10	18	5	36	5.0	14.88	915.78	925.78	910.40	917.30	5.38	4.98
39 B12-B13	B12-B13	9	18	103	36	5.0	14.88	916.90	925.90	910.52	917.75	6.38	121.69
40 B13		9	18	5		5.0	14.40	917.20	926.20	911.30	918.20	5.90	5.46
41 B26	B26-B26.1	8	9	25	18	3.5	3.92	913.43	921.43	917.01		-3.58	-
42 B26.1		4	8	5		5.0	2.59	916.91	920.91	917.82		-0.91	-
43 B27	B26-B27	-	8	93	18	3.5	4.73	-	925.63	920.40		0.00	-
44 E1		13	18	5		5.0	8.24	909.17	922.17	913.43	910.86	-4.26	-
45 E1-E2 REDO	E1-E2	10	24	86	36	5.0	16.20	917.50	927.50	910.80	911.06	6.70	106.70
46 E2		10	14	5		5.0	7.83	908.33	918.33	910.00	911.26	-1.67	-
47 E2-E18	E2-E18	9	14	121	30	3.5	5.00	908.40	917.40	911.90		-3.50	-
48 E2-E18		9	14			3.5	5.08	908.39	917.39	911.81		-3.42	-
49 E18		9	10	5		5.0	5.08	908.95	917.95	912.37		-3.42	-
50 E18.1	E18-E18.1	9	10	18	8	3.5	4.64	908.77	917.77	912.63		-3.86	-
51 E19	E18-E19	9	10	25	30	4.5	4.77	909.26	918.26	912.99		-3.73	-
52 E19-E20	E19-E20	9	11	152	30	4.5	7.00	910.03	919.03	911.53		-1.50	-
53 E19-E20		-	11			3.5	7.00	-	920.20	912.70		0.00	-
54 E19-E20		9	11			3.5	7.68	912.42	921.42	913.24		-0.82	-
55 E20		5	11	5		5.0	7.68	916.32	921.32	913.14	916.63	3.18	2.94
56 E20-E21	E20-E21	4	14	65	30	4.5	9.00	917.98	921.98	912.48	916.01	5.50	59.58
57 E21	E21-E22	5	11	30	24	4.0	7.28	916.84	921.84	914.06	915.39	2.78	12.36
58 E22		5	11	5		5.0	6.43	916.65	921.65	914.72	914.77	1.93	1.79
59 E22-E23	E22-E23	5	10	52	24	4.0	6.00	916.34	921.34	914.84	916.56	1.50	11.56
60 E23		2	10	5		5.0	5.75	919.47	921.47	915.22	918.35	4.25	3.94
61 E23-E24	E23-E24	2	10	50	24	4.0	5.00	919.90	921.90	916.40	920.50	3.50	25.93
62 E23-E24		1	10	45		3.5	5.00	921.36	922.36	916.86	922.65	4.50	26.25
63 E24		1	6	5		5.0	5.88	922.27	923.27	916.89	924.80	5.38	4.98
64 E24-E25	E24-E25	2	11	45	24	4.0	6.00	922.37	924.37	917.87	924.98	4.50	30.00
65 E24-E25		2	14	35		3.5	10.00	923.92	925.92	915.42	925.15	8.50	38.56
66 E24-E25		1	14	35		3.5	10.00	925.55	926.55	916.05	925.33	9.50	43.10
67 E25		4	14	5		5.0	10.50	924.06	928.06	917.06	925.50	7.00	6.48
68 E25-E44	E25-E44	4	11	38	12	3.5	7.00	925.44	929.44	921.94	-	3.50	
69 E25-E44		3	11	38		3.5	7.00	927.08	930.08	922.58	-	4.50	
70 E44		5	11	5		5.0	7.07	925.70	930.70	923.13	-	2.57	
71 E44-E45	E44-E45	6	12	37	12	3.5	8.00	925.61	931.61	923.11	-	2.50	
72 E44-E45		8	12	35		3.5	8.00	923.93	931.93	923.43	-	0.50	
73 E44-E45		6	12	35		3.5	8.00	925.54	931.54	923.04	-	2.50	
74 E44-E45		7	12	35		3.5	8.00	923.84	930.84	922.34	-	1.50	
75 E45		7	12	5		5.0	9.00	923.60	930.60	921.10	-	2.50	
76 E23-E23.1	E23-E23.1	3	5	67	15	3.5	2.00	918.40	921.40	918.90		-0.50	

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77 E23-E23.1		2	5			3.5	2.00	920.45	922.45	919.95	-	0.50	
78 E23.1		2	5	5		5.0	2.00	921.28	923.28	920.78	-	0.50	
	E22-E22.1	5	10	43	12	3.5	6.00	916.85	921.85	915.35	-	1.50	
80 E22.1		5	11	5		5.0	5.05	917.40	922.40	916.85	-	0.55	
81 E19-E19.1	E19-E19.1	8	10	72	15	3.5	5.20	910.70	918.70	913.00		-2.30	-
82 E19-E19.1		7	13			3.5	5.20	912.70	919.70	914.00		-1.30	-
83 E19.1		10	12	5		5.0	6.74	910.50	920.50	913.26		-2.76	-
84 E19.1-E19.2	E19.1-E19.2	9	12	53	12	3.5	4.00	912.27	921.27	916.77		-4.50	-
85 E19.1-E19.2		-	8			3.5	4.00	-	921.80	917.30		0.00	-
86 E19.2		-	8	5		5.0	4.50	-	922.58	917.58		0.00	-
87 E45-E46	E45-E46	-	8		12	3.5	4.50	-	930.20	925.20		0.00	-
88 E46		5	10	51		3.5	3.36	924.91	929.91	926.05		-1.14	-
89 E46-E47	E46-E47	5	10	56	12	3.5	5.00	925.14	930.14	924.64	-	0.50	
90 E47		4	11	5		5.0	11.37	927.15	931.15	919.28	-	7.87	
91 E25-E28	E25-E28	8	14	91	24	4.0	9.00	923.62	931.62	922.12	929.79	1.50	20.22
92 E25-E28		7	18	91		4.0	9.00	925.60	932.60	923.10	927.73	2.50	33.70
93 E28		9	20	5		5.0	15.43	922.64	931.64	915.71	925.66	6.93	6.42
94 E28-E29	E28-E29	7	20	85	24	4.0	14.00	924.54	931.54	917.04	926.40	7.50	94.44
95 E29		2	20	5		5.0	13.58	928.31	930.31	916.23	927.13	12.08	11.19
96 E29-E30	E29-E30	2	14	85	18	3.5	9.00	926.36	928.36	918.86	926.08	7.50	82.64
97 E30		2	10	5		5.0	7.18	925.34	927.34	919.66	925.03	5.68	5.26
98 E30-E31	E30-E31	4	10	91	18	3.5	6.00	922.80	926.80	920.30		2.50	29.49
99 E31		3	5	5		5.0	1.58	920.49	923.49	921.41		-0.92	-
100 E31-E32	E31-E32	4	10	110	18	3.5	5.00	922.35	926.35	920.85	-	1.50	
101 E32	E32-E33	-	8	52	18	3.5	4.41	-	927.54	922.63		0.00	-
102 E33		-	9	5		5.0	5.76	-	929.35	923.09		0.00	-
103 E33-E34	E33-E34	-	10	88	18	3.5	6.00	-	930.19	923.69		0.00	-
104 E34		-	14	5		5.0	5.53	-	930.58	924.55		0.00	-
105 E16	E16-E17	-	10	92	18	3.5	5.00	-	931.28	925.78	921.33	0.00	-
106 E15	E15-E16	4	10	41	18	3.5	5.00	927.74	931.74	926.24	927.76	1.50	7.97
107 E14	E14-E15	4	11	42	18	3.5	6.00	928.95	932.95	926.45	926.53	2.50	13.61
	E13-E14	8	14	43	18	3.5	8.60	925.32	933.32	924.22	926.18	1.10	6.13
	E14-E14.1	8	11	47	12	3.5	4.45	923.52	931.52	926.57		-3.05	-
110 E17		-	8	5		5.0	2.00	-	928.80	926.30		0.00	-
	E12-E13	8	14	57	18	3.5	9.00	925.67	933.67	924.17	924.35	1.50	11.08
	E12-E12.1	9	14	59	12	3.5	9.00	924.83	933.83	924.33	924.35	0.50	3.82
113 E12.1		11	14	5		3.5	9.00	925.51	936.51	927.01		-1.50	-
	E11-E12	9	14	50	18	3.5	13.00	924.58	933.58	920.08	926.59	4.50	29.17
	E10-E11	9	17	79	18	3.5	13.00	924.54	933.54	920.04	923.46	4.50	46.08
	E9-E10	12	17	17	24	3.5	13.00	920.85	932.85	919.35	920.41	1.50	3.31
117 E9		14	17	5		5.0	12.20	918.42	932.42	919.72	920.34	-1.30	-
	E8-E9	10	16	99	24	4.0	11.00	920.78	930.78	919.28	920.28	1.50	22.00
119 E8-E9		9	14	99		4.0	11.00	920.49	929.49	917.99	920.21	2.50	36.67
120 E8		8	14	5		5.0	10.10	921.04	929.04	918.44	920.14	2.60	2.41
120 L0		U	17	0		0.0	10.10	021.04	020.04	310.44	520.1 <del>1</del>	2.00	۷٠٦١

121 E7-E8	E7-E8	10	15	99	24	4.0	10.00	918.52	928.52	918.02	920.07	0.50	7.33
122 E7		12	14	5		5.0	9.89	916.20	928.20	917.81		-1.61	-
123 E6-E7	E6-E7	12	14	87	24	4.0	9.50	915.35	927.35	917.35		-2.00	-
124 E6		9	14	5		5.0	7.74	917.47	926.47	918.23		-0.76	-
125 E6-E5	E6-E5	10	14	32	24	4.0	8.00	916.30	926.30	917.80		-1.50	-
126 E5		10	14	5		5.0	7.99	916.30	926.30	917.81		-1.51	-
127 E4-E5	E4-E5	-	12	101	24	4.0	9.00	-	926.43	916.93		0.00	-
128 E4		-	14	5		5		5.5	925.87	925.37		0.00	-
129 E3-E4	E3-E4	-	14	223	30	4.5	9.00	-	924.83	915.33		0.00	-
130 E3-E4		-	14			3.5	9.00	-	924.04	914.54		0.00	-
131 E3-E4		12	14			3.5	9.00	910.40	922.40	912.90		-2.50	-
132 E3		-	10	5		5	6.84	-	920.94	913.60		0.00	-
133 E4-E35	E4-E35	-	12	60	12	3.5	8.00	-	926.34	917.84		0.00	-
134 E35		-	12	5		5	6.17	-	926.69	920.02		0.00	-
135 E35-E36	E35-E36	-	11	84	12	3.5	5.14	-	926.94	921.30		0.00	-
136 E36		-	11	5		5	6.00	-	957.14	950.64		0.00	-
137 E36-E37	E36-E37	-	11	141	12	3.5	6.00	-	927.15	920.65		0.00	-
138 E37		-	11	5		5	6.00	-	927.80	921.30		0.00	-
139 E37-E38	E37-E38	-	11	51	12	3.5	6.00	-	928.43	921.93		0.00	_
140 E38		8	9	5		5	4.35	920.74	928.74	923.89		-3.15	-
141 E38-E39	E38-E39	8	10	56	12	3.5	5.00	921.15	929.15	923.65		-2.50	-
142 E39		9	10	5		5	5.68	920.38	929.38	923.20		-2.82	-
143 E10-E40	E10-E40	12	18	42	18	3.5	13.00	922.15	934.15	920.65	_	1.50	
144 E40	E40-E41	16	23	34	18	3.5	14.66	917.41	933.41	918.25		-0.84	_
145 E41	E41-E41.1	11	17	51	18	3.5	11.22	921.92	932.92	921.20	_	0.72	
146 E41.1	E41.1-E41.2	-	12	25	18	3.5	7.27	-	932.36	924.59		0.00	_
147 E41.2		10	15	5		5.0	10.86	922.90	932.90	921.54	_	1.36	
148 E41-E42	E41-E42	9	18	88	18	3.5	13.00	924.93	933.93	920.43	929.74	4.50	51.33
149 E41-E42		5	14	88		3.5	11.00	927.89	932.89	921.39	927.47	6.50	74.15
150 E42	E42-E42.1	3	14	25	18	3.5	9.21	929.28	932.28	922.57	928.36	6.71	21.75
151 E42.1	212 21212	2	12	5		5	6.81	929.12	931.12	923.81	926.82	5.31	4.92
152 E42-E43	E42-E43	5	14	86	15	3.5	9.00	927.00	932.00	922.50	925.29	4.50	50.17
153 E43	L42 L40	10	12	5	10	5	6.65	920.97	930.97	923.82	923.75	-2.85	-
154 E3-E3.1	E3-E3.1	-	10	154	15	3.5	6.00	-	921.72	915.22	020.70	0.00	_
155 E3-E3.1	20 20.1	-	10	104		3.5	6.00	-	922.64	916.14		0.00	-
156 E3.1		-	5	5		5	5.15	-	924.95	919.30		0.00	-
157 E3.1-E3.2	E3.1-E3.2	-	5	103	15	3.5	2.00	-	924.26	921.76		0.00	
157 E3.1-E3.2	20.1 20.2		4	5	10	5	0.83	<u> </u>	925.03	923.70		0.00	<u> </u>
159 B13-B14	B13-B14	5	18	80	36	5.0	14.00	921.18	926.18	911.68	921.90	9.50	140.74
160 B13-B14	010-014	6	20	80	30	5.0	15.00	921.18	926.77	911.08	921.40	9.50	140.74
160 B13-B14		6	20	5		5.0	17.93			911.27		12.43	
	D1/ D1// 1				10			921.18	927.18		920.90		11.51
162 B14-B14.1	B14-B14.1	6	14	61	18	3.5	9.00	920.51	926.51	917.01	919.60	3.50	27.68
163 B14.1	0 D444 D440	11	14	5	10	5	8.00	915.25	926.25	917.75	918.30	-2.50	<u> </u>
164 B14.1-B14.	2 B14.1-B14.2	-	10	66	18	3.5	8.00	-	926.00	917.50		0.00	-

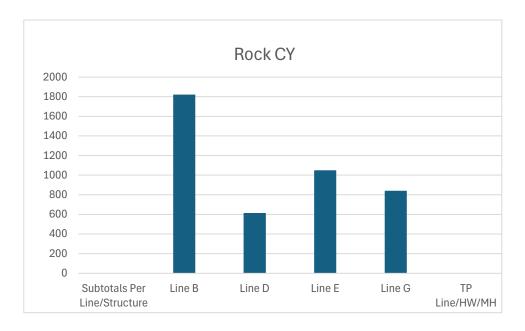
165 B14.2		-	12	5		5	7.34	-	925.93	918.09		0.00	-
166 B14.3 B1	l4.2-B14.3	-	11	25	18	3.5	6.57	-	926.03	918.96		0.00	-
167 B15 B1	L4-B15	6	20	35	30	4.5	14.75	921.26	927.26	912.01	921.84	9.25	53.96
168 B15.1 B1	l5-B15.1	4	16	20	18	3.5	8.70	921.70	925.70	916.50	921.84	5.20	13.48
169 B15.1-B28 B1	L5.1-B28	7	12	116	18	3.5	8.00	917.46	924.46	915.96	921.84	1.50	22.56
170 B28		-	10	5		5	6.92	-	925.22	917.80		0.00	-
171 B28-B30 B2	28-B30	-	11	116	15	3.5	10.00	-	929.13	918.63		0.00	-
172 B30		-	10	5		5	6.38	-	928.83	921.95		0.00	-
173 B28-B29 B2	28-B29	-	14	149	15	3.5	6.38	-	927.95	921.07		0.00	-
174 B28-B29		-	10			3.5	6.38	-	927.50	920.62		0.00	-
175 B28-B29		-	7			3.5	6.38	-	923.68	916.80		0.00	-
176 B29		-	7	5		5	3.40	-	923.75	919.85		0.00	-
177 B29-B29.1 B2	29-B29.1	-	9	80	12	3.5	4.00	-	923.72	919.22		0.00	-
178 B29.1		-	9	5		5	0.20	-	924.68	923.98		0.00	-
179 B15-B16 B1	L5-B16	12	20	55	30	4.5	12.2	915.97	927.97	915.27	922.01	0.70	6.42
180 B15-B16		4	14	50		3.5	12.20	922.92	926.92	914.22	922.01	8.70	56.39
181 B15-B16		3	18	50		3.5	12.20	924.45	927.45	914.75	926.25	9.70	62.87
182 B16		3	14	5		5	11.51	924.23	927.23	915.22	923.52	9.01	8.34
183 B16-B17 B1	l6-B17	5	14	64	30	5.5	13.00	922.97	927.97	914.47	923.14	8.50	110.81
184 B17 B1	l7-B18	3	14	62	30	5.5	12.60	924.82	927.82	914.72	922.75	10.10	127.56
185 B18 E1	8-E18.1	2	14	67	12	3.5	10.92	925.67	927.67	916.25	924.00	9.42	81.81
186 B18.1		8	19	5		5	4.16	918.94	926.94	922.28	925.12	-3.34	-
187 B19 E1	l8-E19	5	20	59	30	5.0	16.00	927.04	932.04	915.54	924.52	11.50	125.65
188 B19-B20 B1	L9-B20	6	19	97	30	4.5	16.00	927.05	933.05	916.55	923.91	10.50	169.75
189 B20		8	20	5		5	15.45	926.47	934.47	918.52	923.24	7.95	7.36
190 B20-B21 B2	20-B21	9	21	90	30	4.5	18.00	926.24	935.24	916.74	924.04	9.50	142.50
191 B21		11	21	5		5	16.72	925.38	936.38	919.16	924.84	6.22	5.76
192 B21-B22 B2	21-B22	8	19	39	18	3.5	15.00	926.50	934.50	919.00	928.39	7.50	37.92
193 B21-B22		7	18	39		3.5	15.00	926.96	933.96	918.46	927.28	8.50	42.97
194 B22 B2	22-B22.1	9	18	25	18	3.5	13.30	925.46	934.46	920.66	926.17	4.80	15.56
195 B22.1 B2	22.1-B22.2	10	18	30	15	3.5	13.61	924.85	934.85	920.74	927.02	4.11	15.98
196 B22.2		8	17	5		5	13.21	926.81	934.81	921.10	926.32	5.71	5.29
197 B22.2-B22.3 B2	22.2-B22.3	6	14	46	12	3.5	13.00	928.23	934.23	920.73	925.52	7.50	44.72
198 B22.3		10	14	5		5	10.77	923.51	933.51	922.24	924.72	1.27	1.18
199 B31.2 B3	31-B31.2	11	14	33	15	3.5	9.89	921.47	932.47	922.08		-0.61	-
200 B31		11	18	5		5	5	920.90	931.90	926.40		-5.50	-
201 B31-B32 B3	31-B32	-	14	96	15	3.5	12.00	-	931.73	919.23		0.00	-
202 B31-B32		11	14	50		3.5	11.00	920.26	931.26	919.76	-	0.50	
203 B32		11	17	5		5	11.45	920.41	931.41	919.46	-	0.95	
204 B31-B31.1 B3	31-B31.1	10	14	75	12	3.5	11.00	921.90	931.90	920.40	-	1.50	
205 B31-B31.1		10	14	74		3.5	11.00	921.97	931.97	920.47	-	1.50	
206 B31.1		4	9	5		5	4.19	922.36	926.36	921.67	-	0.69	
207 BP1/BP2.1 BP	P1-BP2	3	14	63	24	4.0	3.64	917.91	920.91	916.77	-	1.14	
208 BP2/BP2.2 BP	P2.1-BP2.2	2	10	63	24	4.0	2.00	917.19	919.19	916.69	-	0.50	

209 G6 G6	-G7 2	2 8	25	36	5.0	4.40	918.04	920.04	915.14	916.25	2.90	13.43
210 G7	2	2 10	5		5.0	6.50	920.32	922.32	915.32	916.36	5.00	4.63
211 G6-G5 G6	-G5 2	2 10	56	36	5.0	6.00	918.69	920.69	914.19	916.46	4.50	46.67
212 G5	4	12	5		5.0	5.00	916.24	920.24	914.74	916.57	1.50	1.39
213 G5-G4 G5-	-G4 4	12	85	36	5.0	7.00	915.08	919.08	911.58	915.40	3.50	55.09
214 G5-G4	2	2 10	85		5.0	7.00	917.01	919.01	911.51	916.32	5.50	86.57
215 G5-G4	2	2 10	88		5.0	7.00	917.10	919.10	911.60	916.60	5.50	89.63
216 G4	1	. 12	5		5.0	6.30	917.91	918.91	912.11	916.88	5.80	5.37
217 G4-G3 G4	-G3 1	. 12	70	36	5.0	8.00	917.49	918.49	909.99	917.27	7.50	97.22
218 G4-G3	(	) 11	70		5.0	8.00	918.41	918.41	909.91	917.66	8.50	110.19
219 G4-G3	(	) 11	70		5.0	8.00	917.80	917.80	909.30	915.38	8.50	110.19
220 G4-G3	1	. 11	70		5.0	7.00	916.40	917.40	909.90	914.22	6.50	84.26
221 G4-G3	1	. 11	66		5.0	7.00	916.25	917.25	909.75	913.06	6.50	79.44
222 G3	5	5 12	5		5.0	6.49	912.54	917.54	910.55	911.90	1.99	1.84
223 G3-G2 G3-	-G2 6	3 12	100	36	5.0	7.00	911.10	917.10	909.60	911.08	1.50	27.78
224 G2	1	0 12	5		5.0	7.41	907.19	917.19	909.28		-2.09	-
	-G8 -	4.4		36	5.0	8.75	-	919.44	910.19		0.00	-
226 G9 G8	-G9 -	12	21	36	5.0	8.86	-	919.67	910.31		0.00	-
227 G10 G9	-G10 -	12	24	36	5.0	7.27	-	918.77	911.00		0.00	-
228 G2-G1 G2-	-G1 7			36	5.0	8.00	910.30	917.30	908.80	911.62	1.50	26.39
229 G1	6	5 12	5		5.0	7.14	911.14	917.14	909.50	911.62	1.64	1.52
230 G10-G10.1 G1	0-G10.1 -	14	325	18	3.5	14.00	-	922.83	908.33		0.00	-
231 G10-G10.1	-	19			3.5	14.00	-	925.51	911.01		0.00	-
232 G10-G10.1	-	20			3.5	15.00	-	928.22	912.72		0.00	-
233 G10-G10.1	-	20			3.5	17.00	-	929.38	911.88		0.00	-
234 G10-G10.1	-	19			3.5	15.00	-	927.60	912.10		0.00	-
235 G10.1	-	14			3.5	10.61	-	926.51	915.40		0.00	-
236 G10.1-G10.2 G1	0.1-G10.2 -	14	130	18	3.5	12.00	-	927.22	914.72		0.00	-
237 G10.2	-	14			3.5	9.06	-	928.76	919.20		0.00	-
238 G10.2-G10.3 G1	0.2-G10.3 -	14	168	18	3.5	9.00	-	928.45	918.95		0.00	-
239 G10.2-G10.3		14			3.5	9.00	-	927.81	918.31		0.00	-
240 G3A G3	-G3A -	10	26	36	5.0	7.23	-	918.34	910.61		0.00	-
241 G3.1 G3.	A-G3.1 -	11		36	5.0	8.11	-	918.15	909.54		0.00	-
242 G3.1-G3.2 G3	.1-G3.2 -	11	130	24	4.0	7.00	-	918.00	910.50		0.00	-
243 G3.1-G3.2	-	11			3.5	7.00	-	918.23	910.73		0.00	-
244 G3.2					5.0	6.11	914.29	918.29	911.68	-	2.61	
	.2-G3.3			18	3.5	6.00	914.37	918.37	911.87	-	2.50	
246 G3.2-G3.3					3.5	6.00	914.60	918.60	912.10	-	2.50	
247 G3.3	3				5.0	5.80	915.97	918.97	912.67	-	3.30	
	-G4.1 3			36	5.0	5.70	916.48	919.48	913.28	_	3.20	
	.1-G4.2			24	4.0	5.50	916.03	919.03	913.03	-	3.00	
	.2-G4.3				4.0	5.30	916.03	919.03	913.23	-	2.80	
251 G4.3	2				5.5	5.19	915.89	919.89	914.20	-	1.69	
	.3-G4.4 5			24	4.0	5.00	914.33	919.33	913.83		0.50	
202 04.0 04.4 04	0	, 10	00	∠+	7.0	0.00	014.00	010.00	010.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0.00	

253 G4.4		-	8	5		5.0	4.97	-	919.67	914.20		0.00	-
254 TP2	TP1-TP2	5	10	34	24	3.5	5.69	910.69	915.69	909.50	-	1.19	
255 TP1		2	8	8		8.0	2.53	909.35	911.35	908.32	-	1.03	
256 TP2		2		5		5.0	5.69	-2.00		-6.19	-	4.19	
256 B22-B23	B22-B23	9	14	80	18	3.5	12.00	926.15	935.15	922.65	928.66	3.50	36.30
257 B23-B23.1	B23-B23.1	9	14	56	12	3.5	11.00	925.73	934.73	923.23	928.66	2.50	18.15
258 B23		5	14	5		5	11.00	930.55	935.55	924.05	928.66	6.50	6.02
259 B23.1		9	14	5		5	9.00	924.92	933.92	924.42	928.34	0.50	0.46
260 B22.1A	B22.1A	7	14	39	12	3.5	10.44	928.84	935.84	924.90	928.01	3.94	19.92
261 B23-B24	B23-B24	7	12	141	18	3.5	5.00	923.22	930.22	924.72		-1.50	-
262 B24		9	14	5		5	1.40	917.40	926.40	924.50		-7.10	-
								-	To	tal Rock Volume	(CY)		4,327.6
								-			#VALUE!		

<sup>\*</sup> Pipelines that included multiple borings were divided segments to obtain a more accurate rock volumes

Subtotals Per	Line/Structure
Line B	1821.59
Line D	615.01
Line E	1049.43
Line G	841.60
TP Line/HW/MH	0.00
Total	4,327.6



<sup>\*</sup> Rock excavation for manholes were taken at 5.0 feet x 5.0 feet

<sup>\*</sup> Some structures, such as mahnoles, may have not been included in the table



## Planning and Development Department Case Information

Case Number: Z24100003

Meeting Dates: Planning Commission 11-07-2024

Board of Commissioners 12-03-2024

Applicant/Owner:
Dennis L McMillan
465 Pleasant Valley Road
Monroe, Georgia 30655

Current Zoning: A1/A2

Request: Rezone 14.00 acres from A1/A2 to B3 for commercial parking-(Site plan shows

14.36 acres)

Address: 1203 Old Monroe Madison Highway, Monroe, Georgia 30655

Map Number/Site Area: C1670104B00

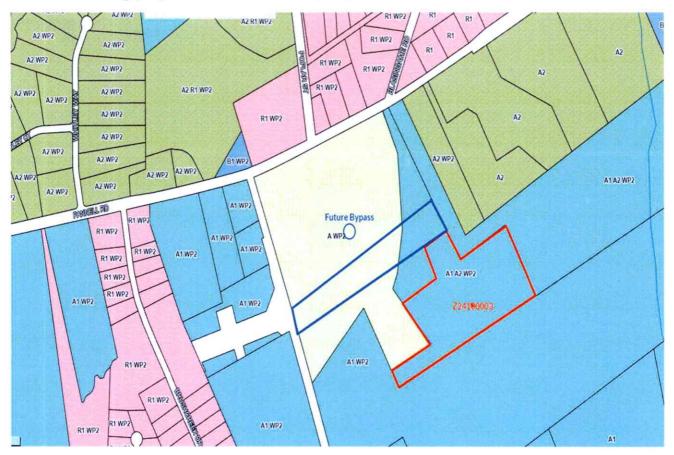
Character Area: Employment Center

District 4 Commissioner-Lee Bradford Planning Commission-Michelle Trammel

<u>Existing Site Conditions:</u> Property consists of 20.00 acres with a house. The house will be split off of this property so only 14.00 acres is being requested to be rezoned to B3.



#### The surrounding properties are zoned R1, A1, A2 and A.



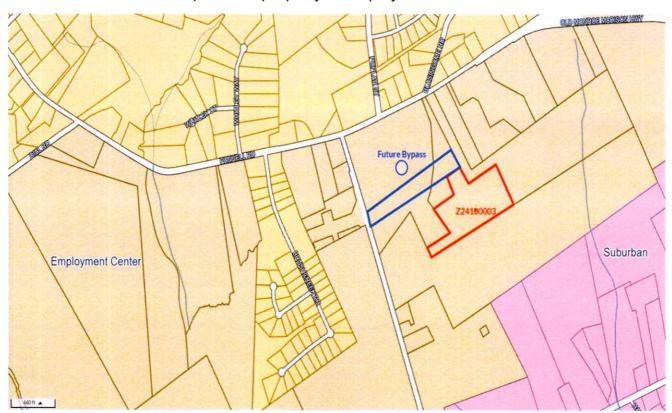
#### Subdivisions surrounding property:



The front part of the property at Old Monroe Madison Highway is in Hard Labor Creek Watershed.



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



**History:** No History

#### Staff Comments/Concerns:

#### Comments and Recommendations from various Agencies:

<u>Public Works:</u> Public Works has no issue with approval if the new by-pass roadway is maintained by GDOT.

<u>Sheriffs' Department:</u> The increased residential population in the county as a whole will cause increased response times across the board for calls for service. Increased manpower will have to be added to the Uniform Patrol division soon to address this problem. Increased response times for calls for service will result in county wide citizen complaints.

Water Authority: This parcel is not currently served by Walton County.

<u>Fire Marshal Review:</u> 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 hydrants shall be located within 500'ft. Provide fire apparatus access road.

<u>Fire Department Review:</u> Added fire risk with large combustible materials.

**Board of Education:** Will not impact the Walton County School System.

<u>DOT Comments:</u> Will require coordination with Georgia DOT. Please have applicant coordinate with <u>CHash@dot.ga.gov</u>, <u>JDestin@dot.ga.gov</u>, <u>AAlvarez@dot.ga.us</u>

<u>City of Monroe:</u> From Logan Propes: Our only comment would be to ensure that the truck bypass isn't overloaded with new curb cuts which will eventually clog up the bypass with slowed traffic in the long term. Existing access points/curb cuts are appropriate.

#### PC Action 11/7/2024:

1. Z24100003-Rezone 14.00 acres from A1/A2 to B3 for commercial parking-Applicant/Owner: Dennis McMillan-Property located on 1203 Old Monroe Madison Hwy (Hwy 11 Bypass)/Map/Parcel C1670104B00-District 4.

Presentation: David Elder who lives at 123 Bear Creek Lane in Bogart, Georgia represented the case. He is a Land Planner and is working with Dennis McMillan. He stated that 12 years ago Dennis McMillan purchased 95 acres which has a pasture on it, but it has been impacted due to the bypass going through it and it is a hindrance for him using his property. Since the bypass has come in, they have created a parcel proposing to use it for outdoor storage trailer parking and utilize it for all trucks that may be using the bypass. There is a residence and an old cemetery, and they have designed it where this will be buffered, and the cemetery protected. They have curved out 1.69 acre for the residence. The site plan that was presented was a conceptual plan in nature. Property has a good buffer of vegetative and trees on the rear side, stream buffer on the right side provided additional screening.

Speaking: Randy Jenkins who lives at 1198 Old Monroe Madison Highway spoke. He is okay with the house and the pasture not being disturbed.

Tim Hinton stated that Georgia DOT will require applicant to implement requirements, and this property would now be Highway Corridor and Ms. Parker advised him that this property is characterized as Employment Center, and this allows for commercial. There will be fencing perimeters which would be an opaque fence or screening fence. Mr. Hinton asked about security and the hours of operation and was advised that they would have security, and the hours of operation will be 7:00 a.m. to 8 or 9:00 p.m. Mr. Elder stated that the facility will be gated, and the people will need to register for a space and be given a gate code and this can be utilized by using the internet, but Mr. Elder said that they have not explored lighting yet. Tim Hinton advised that down lighting is appropriate.

Timothy Kemp asked about parking tractor trailers and is it for different size trailers and haulers. They would be stored overnight but would someone be staying in their truck overnight and Mr. Elder answered no.

Mr. Elder stated that he worked with the Caterpillar Plant in Athens and vehicles can come in 7 to 9 times at various times and some may get stacked up.

Timothy Kemp said that this will not accommodate any parking outside the gate.

It was discussed that the customer would go online and select a spot and select payment within the time frames.

Michelle Trammel asked if this would primarily be for big trucks and Mr. Elder stated he wouldn't say that because some could be for small travel trailers. On the site plan there are different size parking spaces. He went on to say that some homeowners association will not allow motor homes etc. in someone's yard so this will be a great place that someone can put them.

Tim Hinton asked whether this would be for some short term and some long term and Mr. Elder stated that it was correct.

Recommendation: Michelle Trammel made a motion to recommend approval with conditions that the entrance be off the bypass and follow recent guidelines that have been approved for outdoor storage for commercial vehicles with a second by Timothy Kemp. The motion carried unanimously.

# Rezone Application # Z24100003 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 11-7-2024 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2 <sup>nd</sup> Floor)	
Board of Comm Meeting Date 12-3-2024 at 6:00PM held at WC Historical Court House	
You or your agent must be present at both meetings	
Map/Parcel (1670-00000 - 104 - Box	
Applicant Name/Address/Phone # Property Owner Name/Address/Phone	
DENNIS L. MCMILIAN DENNIS L. MCMILIAN	
465 Pleasant Valley RD. # 1203 OID MONROE MADISON HWY MONROE, GA 30655	
770-480-4420 770-480-4420	
E-mail address: ryan + ree Servi Ce (If more than one owner, attach Exhibit "A")	
Phone #	
Phone # 170-480-4420 Phone # 170 480 4420  Location: 1203 old Monrae Madisa Requested Zoning Commercial Acreage 14.0 Acres or Hwy.  Desirent of People Property 18.0 Acres	nly
Existing Use of Property: Residential Real Property 18.0 Acres Site Plan	14.30
Existing Structures: NONE	200
The purpose of this rezone is COMMERCIAL PARKING	
Property is serviced by the following:	
Public Water: <u>NA</u> Provider: <u>NONE</u> Well: <u>NA</u>	
Public Sewer: None Septic Tank: V	
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.	
1/26/2024 \$ 650.00	
Signature Date Fee Paid  Public Notice sign will be placed and removed by P&D Office	
Signs will not be removed until after Board of Commissioners meeting	
Office Use Only:	
Existing Zoning Al /A2 Surrounding Zoning: North R South A West A	
Comprehensive Land Use: Employment Center DRI Required? YN	
Commission District: 4-Lee Bradford Watershed: Hard Labor TMP	
Creek L frontit	-11
I hereby withdraw the above applicationDate	

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

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

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The suitability of the subject property for the zoned purposes; and
very suitable
The targeth of time the property has been vacant as zoned, considered
The length of time the property has been vacant as zoned, considered
The length of time the property has been vacant as zoned, considered the context of land development in the area in the vicinity of the proper table land 60+ 4cars

Den

David Elder Red Rock Design P.O. Box 1122 Jefferson, GA 30549

October 03, 2024

Charna Parker
Walton County Planning Department
126 Court St. Annex I
Monroe, GA 30655

To Whom It May Concern:

Mr. Dennis McMillan would like to request a Rezoning for an 14.36 acre tract he owns in Walton County to B3. The tract is Tax Parcel C1670104B00. The subject property is located on the southern side of the new S.R. 83 Bypass and is described as 1203 Old Monroe Madison Highway in Walton County, GA. Mr. McMillan intends to develop a commerical outside parking facility on this tract of land. This parcel is not part of a recorded subdivision and is currently Zoned A1 A2. Our firm has been working with Mr. McMillan to develop the conceptual layout which is included with this request. The proposed development will feature graveled drive aisles and parking areas. Per the Walton County code, the project will be buffered from the surrounding residential land uses, largely by existing vegetation. The vegetation will be augmented with additional plantings or fences as necessary. The large size of the land allows for the project to have multiple phases, with demand ultimately dictating construction. The project is not proposed to be served by public water at this time, as no office is proposed initially. No on-site septic systems is proposed for this property.

Based on their intended use, Red Rock Design is making application and a formal request for a Rezone from A1 A2 to B3 on the aforementioned parcel. If approved, this will permit commercial development of this parcel as an outdoor parking facility. We are making this request on behalf of Mr. Dennis McMillan.

Thank you very much for your consideration of this matter, David Elder

(1) (1)

Land Planner 678.227.4545



Valantservices2020 at gmalcom

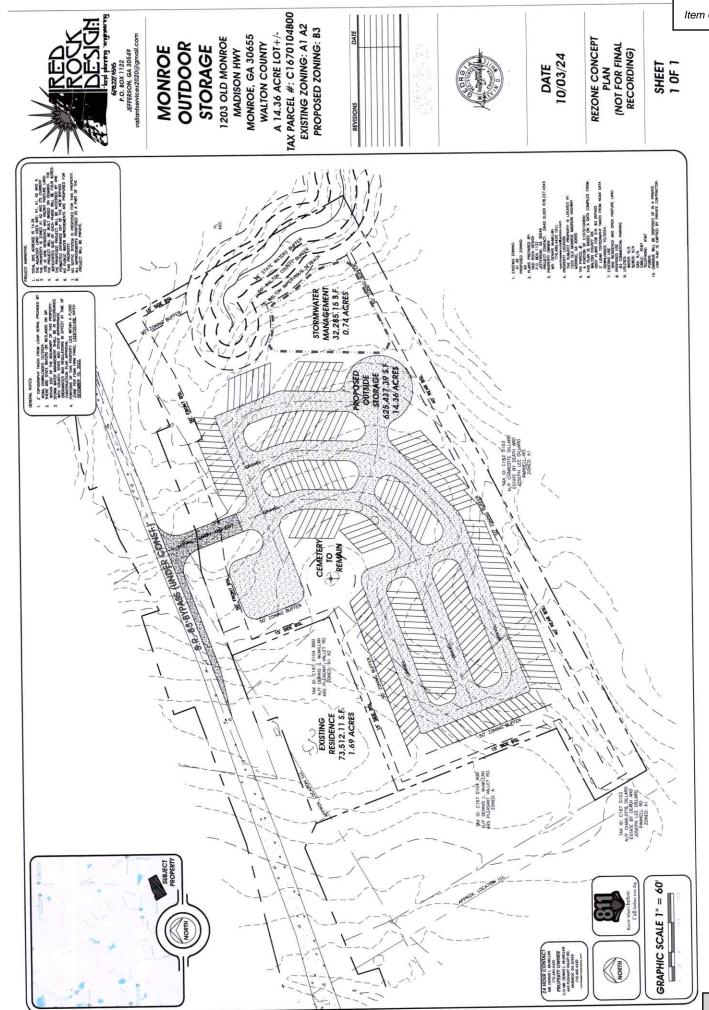
Item 6.1.

SHEET 1 OF 1

REZONE CONCEPT
PLAN
(NOT FOR FINAL
RECORDING)

10/03/24

DATE



**MADISON HWY** 



## Planning and Development Department Case Information

Case Number: LU24100004 and Z24100005

Meeting Dates: Planning Commission 11-07-2024

Board of Commissioners 12-03-2024

Applicant: Owners:

James White James & Glenda White 3645 Anglin Road 2680 Highway 81

Loganville, Georgia 30052 Loganville, Georgia 30052

Current Zoning: A2

Request: Land Use Change from Suburban to Highway Corridor and Rezone 7.63 acres

from A2 to B2 for office and baseball facility

Address: 2681 Highway 81 & Gum Creek Church Road, Loganville, Georgia 30052

Map Number: C0490024

Site Area: 7.63 acres

Character Area: Suburban

District 2: Commissioner–Mark Banks Planning Commission – Vacant

Existing Site Conditions: Property consists of a total of 7.63 acres.



The surrounding properties are zoned A1, A2 and R1.



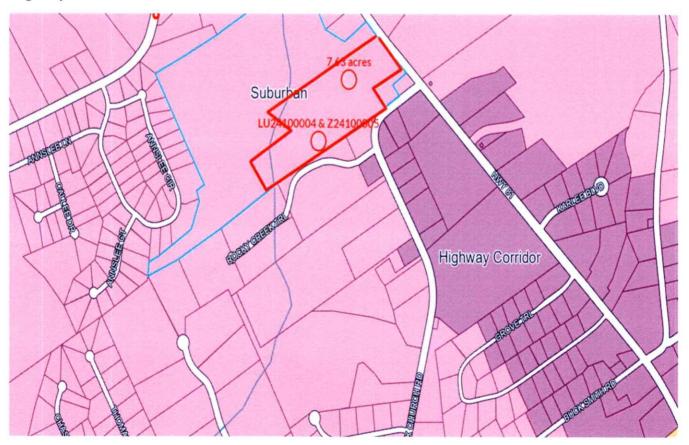
#### Subdivisions surrounding property:



This property is in the Big Haynes Watershed.



The Future Land Use Map for this property is Suburban. The applicant is requesting this be changed to Highway Corridor.



**History:** No History

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

#### Comments and Recommendations from various Agencies:

<u>Public Works:</u> Public Works recommends that a Traffic Study be conducted to evaluate the need for a possible center-turn lane due to volume and entrance location related to sight distance and safety concerns on Gum Creek Church Road, and a Decel Lane and A-cell taper be installed.

**Sheriffs' Department:** Minimal impact is expected.

Water Authority: This area is served by an existing 12" diameter water main along Highway 81 and an existing 6" diameter water main on Gum Creek Church Road. (static pressure: 50 psi, Estimated fire flow available: 1,300 gpm@20 psi). A new 8" water main will be required to distribute water within the development. 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 hydrants shall be located within 500'ft of all areas of the building. Provide fire apparatus access road. Assembly Occupancies may be required to add fire sprinkler systems based on occupancy load.

Fire Department Review: Increased EMS response with athletic injuries.

Board of Education: No issues with the Walton County School System.

<u>DOT Comments:</u> Will require coordination with Georgia DOT. Please have applicant coordinate with CHash@dot.ga.gov, JDestin@dot.ga.gov, AAlvarez@dot.ga.gov

#### PC Action 11/7/2024:

1. LU24100004 and Z24100005-Land Use Change from Suburban to Highway Corridor and Rezone 7.63 acres from A2 to B2 for office and baseball facility-Applicant: James White/Owner: James & Glenda White-Property located on 2680 Hwy 81 & Gum Creek Rd/Map/Parcel C0490024-District 2.

<u>Presentation:</u> James White whose address is 2680 Highway 81, represented the case as well as his son n law, Niles Davis. Mr. Davis is the assistant principal at Loganville High School, and he wants a positive place for kids. Mr. White would like to build an indoor baseball facility and future retail space.

Tim Hinton asked the size of the indoor baseball facility and would the batting cages and turf field be inside and Mr. Davis stated that would be correct.

Niles Davis spoke and stated that this facility will be great because there is a shortage of indoor training facilities. There are competitive kids and Walton County is growing. Most athletes are going to Gwinnett or Oconee County to training facilities. This will be something positive.

Tim Hinton asked whether this would be 7 days a week and Mr. Davis said it would be 2:00 p.m. to 9:00 p.m. or 10:00 p.m. for weekdays and 9:00 a.m. to 9:00 p.m. on the weekends.

Speaking: John McKee who lives at 540 Harold Gower Lane spoke about Gum Creek Church Road. He is representing himself and the neighbors at Windward Estate. Mr. Hinton asked if he had something signed by the neighbors and Mr. McKee stated he did not, but he was the president of the homeowner's association. Mr. Hinton said that he would be representing himself. Mr. McKee stated that he is not opposed to the training facility and retail space but is concerned about safety and congestion off Gum Creek Road is a concern. At the entrance gate on Gum Church Road there is a 90 degree turn and the traffic backs up and there is traffic coming both ways. There are 95 parking spaces with 60 participants and there will be a lot of cars.

Tim Hinton asked how many homes there are in Windward Estates and Mr. McKee said 12. He also verified that the entrance off Highway 81 will go all the way through to Gum Creek Church Road.

Tim Hinton asked about the retail space and Mr. White said it would be for White's Pools and the hours of operation would be Monday through Saturday 10:00 a.m. to 5:00 p.m.

Timothy Kemp asked about the fee for baseball training and would there be a package for families and Mr. Davis stated that they haven't discussed the fees. He stated that some athletes may come 3 to 4 times a week. The maximum number at any given hour would be 60 to 80 but it is all depending on the need.

Tim Hinton asked if the training facility was going to be for softball and baseball and for teams to come when there is bad weather, and Mr. Davis stated that was correct.

John Pringle asked where the people who would be entering the baseball facility would be from Gum Creek Church Road and was advised that the baseball training facility would enter from Gum Creek Church Road and for the retail space, they would be entering off of 81 with a decel lane. John Pringle stated that public works asked that a traffic study be done. As far as the site distances, Public Works recognizes this issue.

Kevin Meyers who is Mr. McKee's neighbor spoke and stated that he lives at 550 Harold Gower Lane and has lived there for 25 years and he is in agreement with what Mr. McKee has said but he has no objection to the facility, his concern is about the entrance off of Gum Creek Church Road. He stated that even if they put up a traffic light, he doesn't feel that would help. He said that there is a dangerous curve there and the traffic is his main concern.

Susan Boyette who lives at 2488 smith Drive spoke and she lives in the neighborhood behind Falls at Rocky Branch which has 170 homes. She went on to say how can there already be an entrance there before the rezone sign went up. Tim Hinton stated they can have an entrance to the property.

Helen Pulaski who lives at 2251 Gum Creek Church Road, spoke and has lived there for 55 years. She doesn't mind the baseball facility, but she is concerned about traffic. There are 55 houses and 3 subdivisions. One subdivision has 170 houses, another one 12 houses and another one about 12 houses. She stated that it is already a congested area, and she is hoping they will consider coming off Highway 81.

It was brought up that with Loganville Christian Academy being there and there is a real traffic nightmare.

Timothy Kemp stated that there has been growth in the last 45 years. He stated that Loganville was a small county, and change is going to occur. He stated that having a facility there will be good for 60 to 80 kids. He stated that athletes try to be responsible.

Tim Hinton stated most schools practice on site, but this would be a good place if the weather is bad or during Christmas holidays or wintertime.

Daniel Leahr who lives at 4007 Rocky Creek Trail, spoke. He stated that he was the first of 4 homes in his neighborhood. He stated that the baseball facility will have 60 to 80 cars and there will be teenagers there until 7 or 8 at night and he has concerns something will go wrong, and this will be a nuisance.

Tim Hinton asked Timothy Kemp how many students drive to school, and he stated about 3 to 400 students.

Applicant came back for rebuttal. Mr. White stated that there is a gate on Gum Creek Church Road there now and this entrance will be converted for the entry to the training facility.

It was asked how long someone will be at the facility and Mr. Davis stated for an individual lesson it may be 1 hour and routine practice 2 hours and for a team maybe 2 hours.

Tim Hinton stated that on Highway 81 the county has no control over that. He stated that the county will do a traffic study. He went on to say that 236 home sites were created and if you add 2 drivers not including kids that we ourselves created and the average home has 3 people then that comes to 700 people that has already been created. He went on to say that people have a vision for the county and the opportunity is being seized.

Tim Hinton said that he certainly understands that. He asked how many homes there are in the neighborhood, and he said 12 and he wondered why there is no red light there. He said in the drawing you can see the curve.

Recommendation: John Pringle made a motion to recommend approval of the Land Use Change and the Rezone with conditions and that the recommendations of Public Works be followed which are a traffic study be completed to evaluate the need for a possible center-turn lane due to volume and entrance location related to site distance and safety concerns on Gum Creek Church Road and a DeCell Lane and A-cell taper be installed with a second by Tim Hinton. The motion carried unanimously.

### Character Area Map Amendment

### Application \* LU24100004

Planning Comm. Meeting Date 11-7-2024 at 6:1	OPM held at WC Board of Comm. Meeting Room
Board of Comm. Meeting Date 12-3-2014 at 6:0	00PM held at WC Historical Court House
You or your agent mus	t be present at both meetings

••	*Please Type or Print Legibly***
	Map/Parcel <u>C 049 24</u>
١	Applicant Name/Address/Phone # Property Owner Name/Address/Phone
	James White James & Glenda White
١.	3645 Anglined 2680 Hwy 81
	Logan ville be 3002 Lagenville be 30002 (If more than one owner, attach Exhibit 'A')
	Phone # 678-898-9539 Phone # 678-898-9539
١	E-mail Address: James pod man 1 days .com
l	Location: 2680 Huy 81 Logenrite Ga Acreage 7.65
	Existing Character Area: 71, 26 Acres - Suburban
١	Proposed Character Area: Lot A 2,94 aures Lot C 4.69 Acres - Highway
	Is this a Major or Minor amendment to the plan?
	Is the property located within a watershed protection overlay district?
	Proposed Development:Single-familyMulti-familyCommercialIndustrial
	Proposed Zoning: Number of Lots: Minimum Lot Size:
	Public Sewer Provider: Septic Tank:
	The above statements and accompanying meterials 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.    16-2-24   \$250.00

# Rezone Application # Z 24 | 00005 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 11 FX027 at 6:00PM held at WC Historical Court House, 111 S.  Broad St, Monroe, Ga (2 <sup>nd</sup> Floor)					
Board of Comm Meeting Date 12-3-204 at 6:00PM held at WC Historical Court House					
You or your agent must be present at both meetings					
Map/Parcel <u>Coy 90024</u> Applicant Name/Address/Phone # Property Owner Name/Address/Phone					
James White James & Glerok White					
3645 anglin Rd 3645 anglin Rd					
E-mail address: games podman lod con (If more than one owner, attach Exhibit "A")					
Phone # 1.78 - 898 - 9539 Phone # 1.74 - 898 - 9539					
Location: 2680 Hwy81 / Gum Creek Church Rd. Requested Zoning B2 Acreage 2.94+ 4.69					
Existing Use of Property: agriculture = 7.63					
Existing Structures: None					
Building Fur White's Pools Inc + Baseboll Facility					
Property is serviced by the following:					
Public Water: YES Provider: WCWD Well:					
Public Sewer: No Provider: Septic Tank: VES					
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.  Signature  Date  Signature  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.  Date  Fee Paid					
Public Notice sign will be placed and removed by P&D Office					
Signs will not be removed until after Board of Commissioners meeting  Office Use Only:					
Existing Zoning A2 Surrounding Zoning: North A2 South A1 R1 A2 West R1					
Comprehensive Land Use: 5 wow ban DRI Required? YN/					
Commission District: 2- Mark Banks Watershed: Big Hayre WPI TMP					
I hereby withdraw the above application Date					

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

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

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## Walton County Planning and Development:

- 1. Existing uses and zoning and nearby property:
  The property includes single family homes, small businesses, gas stations, and a private school.
- 2. The extent to which property values are diminished by the particular zoning restrictions: Property value is predicted to increase due to higher volumes of people coming to Walton County to utilize a recreational center to develop young people. It is also going to be a new retail location for White's Pools, which is a small business that heavily invests in the community. White's Pools is a member of the Walton County Chamber of Commerce and gives to local schools' clubs and sports teams.
  - 3. The extent to which the destruction of property values of the plaintiffs promoted the health, safety, morals or general welfare of the public:

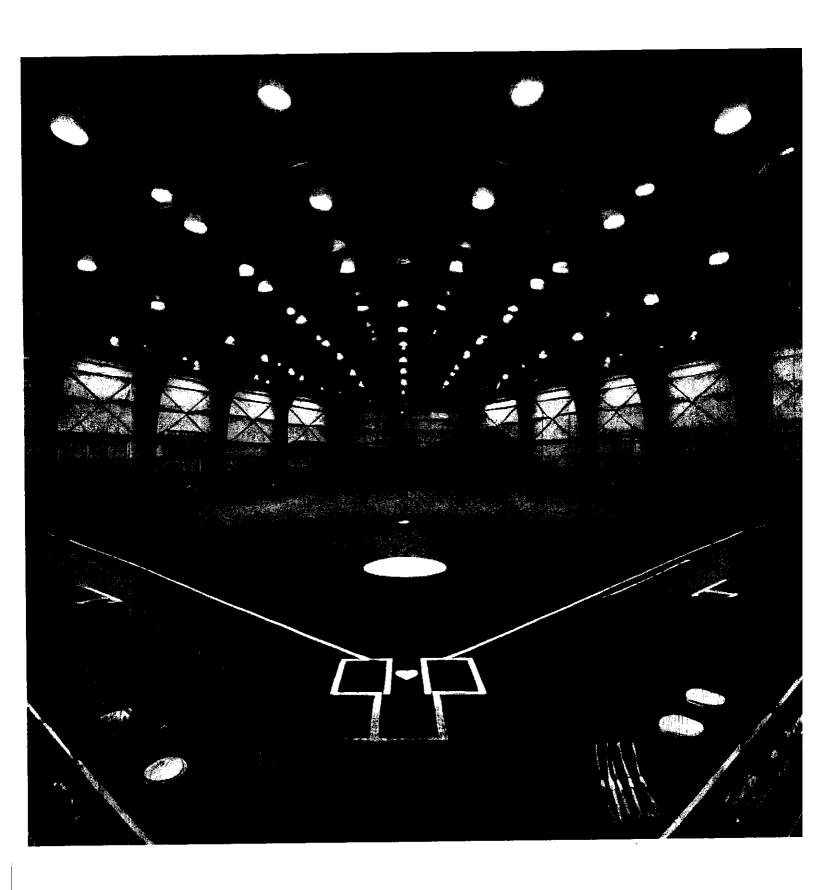
The land will provide space for the recreational center and other local businesses to benefit the community.

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

The recreational center will allow young people to grow physically and mentally as well as prepare for their respective sports. White's Pools new retail space will provide a newer building for community members to test their water, which keeps their pool safe for swimming and eventually the ability to build lasting memories with family and friends.

- 5. The suitability of the subject property for the zoned purposes, and:
  The property will have vehicles coming and going at least six days per week, however, it will not cause loud noise for surrounding residents. This will be controlled in that individuals and teams will have to reserve field and cage space. There will be no loitering allowed, which will keep the facility and property safe for customers and the community.
  - 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property:

The land was previously used for agriculture as the owner kept livestock on the property.



#### **Letter of Intent**

White's Pools 1000 Karlee Blvd. Loganville, GA 30052 (770) 466-2376 Jamespoolman1@aol.com September 30, 2024

Planning and Development Department Walton County 303 S Hammond Dr., #98 Monroe, GA 30655

**Subject:** Letter of Intent for Rezoning Agricultural Property (A2) to Commercial Property (B2) for White's Pools, a reputable business specializing in the construction, maintenance, and serving of pools in Loganville in Walton County. Additionally, the Field, a baseball facility, will also be constructed on the property. We are submitting this Letter of Intent as part of our request to rezone the property located at 2680 Hwy 81, Loganville, GA 30052 from its current agricultural zoning classification to commercial zoning.

The proposed rezoning is necessary to support the growth and operation of White's Pools labeled by Lot A in the site plan. Lot A is 2.94 acres and will serve as a convenience center. It will be 7,200 square ft (60' x 120') including 36 parking spaces. There will be a decel lane off Hwy 81 that will serve as an entrance to the property. This decel lane will lead to the driveway that enters the property. We intend to use the property for the development of a new commercial office space and showroom. This rezoning will allow us to better serve capacity and provide a location for our customers to visit and consult with us.

The rezoning is also necessary to support the vision for the Field, a local baseball training facility for the youth of Walton and surrounding counties labeled by Lot C in the site plan. Lot C is 4.69 acres including 20,000 square ft (100' x 200') and 91 parking spaces. There will also be an entrance to the Field from Gum Creek Church Rd.

#### Justification for rezoning:

1. **Economic Benefits:** Rezoning the property will contribute to local economic growth by creating jobs and increasing business activity. Our expansion will generate employment opportunities and stimulate local commerce through partnerships with young athletes, schools, as well as suppliers and contractors.

- 2. Community Demand: There is an increasing demand for field space for local sports teams, especially when weather does not permit outdoor practice. There is also an increasing demand for residential and commercial pool services in the area. The Field aims to meet the demand of field space in Walton County by providing young athletes a place to train and grow. White's Pools aims to meet this demand by expanding our operations. Our services have been well-received by the community, and we believe this development will benefit local homeowners and businesses.
- 3. Compatible Use: The property in question is adjacent to existing commercial developments, making it a suitable candidate for rezoning. The intended use aligns with the area's development trends, and our operation will not negatively impact neighboring properties.
- **4. Site Suitability:** The location of the property is ideal for commercial use due to its proximity to major roads and easy accessibility for both our customers and suppliers. We plan to develop the site in accordance with all local zoning and environmental requirements, ensuring minimal disruption to the surrounding area.

We are committed to working closely with the city planning staff and local officials to address any concerns and ensure that this rezoning request complies with all relevant regulations and planning policies. We believe this project will have a positive impact on the community, and we look forward to collaborating with you throughout the rezoning process.

Thank you for your consideration of this request. We are available to provide additional information or attend any meetings necessary to support our application.

Sincerely,

104 1 21 945 11

James White

Glenda White

Owner

Owner

White's Pools

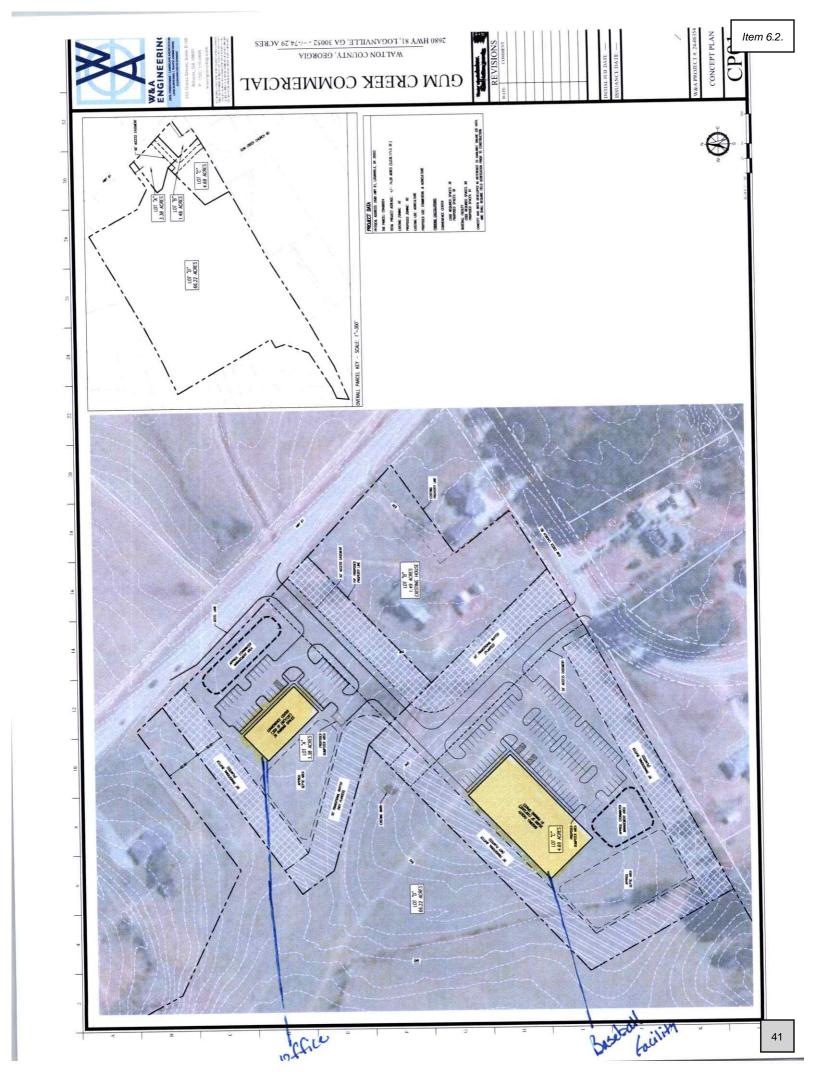
White's Pools

(678) 898-9539

(770) 616-0796

Jamespoolman1@aol.com

gwhite5045@aol.com





## Planning and Development Department Case Information

Case Number: Z24100006

Meeting Dates: Planning Commission 11-07-2024

Board of Commissioners 12-03-2024

Applicant:
Rich Wade

3846 West Deer Mtn Drive Riverton, Utah 84065

Current Zoning: A2

Owner:

Wade Nation LLC 3846 West Deer Mtn Drive Riverton, Utah 84065

Request: Rezone 2.40 acres from A2 to B2 for an industrial building to lease

Address: 2384 Highway 278, Social Circle, Georgia 30025

Map Number/Site Area: C1580022

Character Area: Employment Center

District 4 Commissioner-Lee Bradford Planning Commission-Michelle Trammel

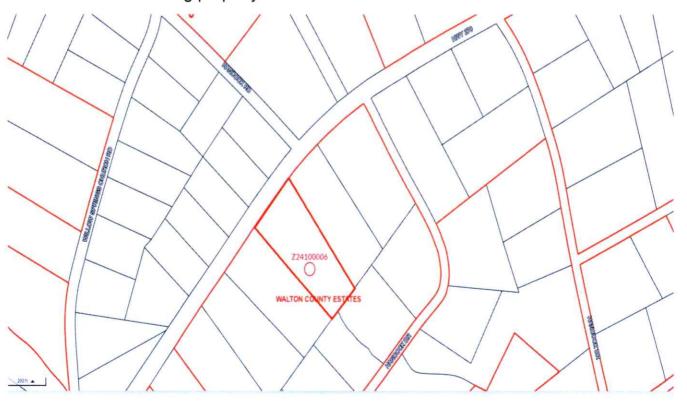
<u>Existing Site Conditions:</u> Property consists of 2.40 acres and has a mobile home on the property.



## The surrounding properties are zoned B2 and A2.



## Subdivisions surrounding property:



The property is not located in a Watershed.

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



### History:

Z23100006	Richard Wade	A-2 to B3 for truck	C15800022	Denied
		parking laydown lot and outside storage	2384 Hwy 278	

# <u>Staff Comments/Concerns:</u> Walton County Code Enforcement has a case on this property. (See attached)

## **Comments and Recommendations from various Agencies:**

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

Sheriffs' Department: Minimal impact is expected.

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

<u>Fire Marshal Review:</u> 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 hydrants shall be located within 500'ft. of all areas of the building.

Fire Department Review: Added fire risk with large combustible materials.

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

<u>DOT Comments:</u> Will require coordination with Georgia DOT. Please have applicant coordinate with <u>CHash@dot.ga.gov</u>; <u>JDestin@dot.ga.gov</u>; <u>AAlvarez@dot.ga.gov</u>

#### PC Action 11/7/2024:

1. Z24100006-Rezone 2.40 acres from A2 to B2 for industrial building to lease-Applicant: Rich Wade/Owner: Wade Nation LLC-Property located on 2384 Hwy 278/Map/Parcel C1580022-District 4.

<u>Presentation:</u> Cole Inman represented the case in Rich Wade's place. Mr. Inman lives in Covington, Georgia but has been working with the Applicant. Mr. Inman stated that there will be a steel building put on the property for industrial use and maybe some outdoor storage and the building will be used for an office space, maybe for a heating and air company or a grading company. He said it is a speck building, but it is not for any specific company.

Tim Hinton asked so this will be built for lease space and Mr. Inman stated that it was correct.

Ms. Parker, Director of Walton County Planning & Development, stated that the Applicant did not request conditional use for outdoor storage and if this is being requested the case will need to be advertised correctly.

Michelle Trammel asked about the plans for fencing and Mr. Inman stated that they would put up a black chain link or vinyl fencing.

Tim Hinton asked what parking in the back would be like and Mr. Inman stated it would be for tenants for that building and strictly for that company so this will not be a laydown lot so this will not be outdoor storage.

Michelle Trammel asked if he was aware that there was a Code Enforcement case.

Mr. Inman stated that the property has not been touched since Mr. Wade purchased it.

Mr. Hinton asked Charna Parker, Director of Walton County Planning & Development, about the code violations and Ms. Parker stated that it was for litter, excessive trash and debris and they sent citations asking that the property be cleaned up.

Mr. Hinton asked how long-ago Mr. Wade purchased the property and it was stated he purchased the property on December 1, 2023.

Mr. Inman stated that putting an industrial building there will 100 percent enhance the property because right now there is an old, dilapidated house there.

Speaking: John Dooley who lives at 2412 Hancock Drive spoke and stated that he bought his property in February 2024 and his property backs up to this property. He feels that this will hurt his quality of life and he has a 4 year old niece that stays there and he is concerned based on what is going in there. He stated he would like a privacy fence and Mr. Hinton stated that it is in the county code for this, and the lighting is also in the code.

Recommendation: Tim Hinton made a motion to recommend denial with the following conditions that a new application cannot be made until all citations have been paid and all code violations are addressed. The Board of Commissioners can waive applying for a new application once the property is cleaned up. Mr. Hinton stated that he is giving Applicant a month to have the property cleaned up with a second by Michelle Trammel. The motion carried unanimously

# Rezone Application # 224100006 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 11-7-2029 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2 <sup>nd</sup> Floor)				
Board of Comm Meeting Date 12-3-2024 at 6:00PM held at WC Historical Court House				
You or your agent must be present at both meetings				
Map/Parcel_c158002Z Applicant Name/Address/Phone # Property Owner Name/Address/Phone				
WADENATION, do RIGHLADE (Same)				
3846 Id. Dage MOUNTAIN DR.				
E-mail address: richwadez   egnail.con (If more than one owner, attach Exhibit "A")				
Phone #_ 801 . 755. 8080 Phone #				
Location: 2384 Huy 278 Requested Zoning B2 Acreage 2.4				
Existing Use of Property: PUR				
Existing Structures: MH				
The purpose of this rezone is To BUILD AN INDUSTRIAL BUILDING & LENSE				
It OUT - HELPING FUFILL DEMAND FOR THIS NEED IN THE AREA				
Property is serviced by the following:				
Public Water: X Provider: Whow County Water Aut, Well:				
Public Sewer: Provider: Septic Tank:				
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land				
Development ordinance 10-1.24 \$ 450.00				
Signature Date Fee Paid  Public Notice sign will be placed and removed by P&D Office				
Signs will not be removed until after Board of Commissioners meeting				
Office Use Only:				
Existing Zoning				
Comprehensive Land Use: Employment Center DRI Required? YN				
Commission District: 4- Lee Brad-ford Watershed:TMP				
I hereby withdraw the above applicationDate				

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

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

	Street.
The exter	nt to which property values are diminished by the par strictions;
PROPE	MY VAUS WILL INCREMSE
	nt to which the destruction of property values of the pl the health, safety, morals or general welfare of the public
•	no nor N/A
•	nd Not N/A
IT W	ve gain to the public, as compared to the hardship in
The relati	

	•	COMMERCIAL & INDUSTRIAL REDNING
I DO JOROTH Of time the property has been V2C2DI AS ZODGO, CODSK	-	The length of time the property has been vacant as zoned, consid
		he context of land development in the area in the vicinity of the p

### 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:	Plan wa	HDE
Address:	3846 W. C	DEER MOUNTIN DRIPTON, LIT 84065
Telephone:	801. 755. BC	8080
Location of Property:	2384 HW	y 278, Social Circle, GA
Map/Parcel Number:	c 1580622	2
Current Zoning:		Requested Zoning: B2
Property Owner Signa	ture	Property Owner Signature
Print Name: Plut	WADE	Print Name:
Address: 3846 W.	DOOR MIN DR	Address:
Phone #: 801.755		Phone #:
Personally appeared be that the information co is true and correct to the	ontained in this au	uthorization
Notary Public Public	<i>'</i>	10-1-2024 Date
Notary Pi Com My Com	BRIGHAM AGUILAR ubitc - State of Utah im. No. 720508 Imission Expires on Sep 14, 2025	



Item 6.3.



Wednesday, October 2, 2024

To:

**Walton County Planning Department** 

From:

Wade Nation LLC, Rich Wade

3846 W Deer Mountain Dr, Riverton, UT

**Subject: Letter of Intent** 

We intent to develop our property into a Class A Industrial Building. Presently there is a mobile home and if approved, it will be demoed, and the property will be developed.

We look forward to adding a prize new construction property to Walton County and encourage all development in the area.

Thank you,

c. 801.755.8080

Item 6.3.



## Reporting System

#### **Codes Violated**

Category: Land Development Ordinance

Law/Reason: Section Article 11 Part 6: Sub-Section: Section 120 Litter, Burning

Offense: It shall be unlawful for any person or persons, whether the owner of such property or not, to dump, deposit, throw, or leave or to cause or permit the dumping, depositing, placing, throwing, burning or leaving of litter on any public or private property in Walton County or any waters in Walton County

Penalty:

Resolve by date:

Closed date:

Conditions Observed/Corrective Action Required: Excessive trash litter debris,

All trash and litter needs to be removed and properly disposed of properly

Multiple notices posted to property



## Reporting System

## Inspections

Inspection #	Inspection Type	Status	Date	Inspection Notes	Inspector
24-0030	Code Enforcement Inspection	Failed	April 8, 2024		Josh Prophett
R24-0030-01	Code Enforcement Inspection	Failed	May 14, 2024	Some minor cleanup, property still in non compliance with trash litter and debris	Josh Prophett
R24-0030-02	Code Enforcement Inspection	Failed	May 30, 2024	Some minor cleanup, property still in non compliance with trash litter and debris	Josh Prophett
R24-0030-03	Code Enforcement Inspection	Failed	July 10, 2024	Some minor cleanup, property still in non compliance with trash litter and debris, property is for sale, property owner not in state	Josh Prophett
R24-0030-04	Code Enforcement Inspection	Failed	July 1, 2024	Some minor cleanup, property still in non compliance with trash litter and debris, property is for sale, property owner not in state	Josh Prophett
324-0030-05	Code Enforcement Inspection	Failed	September 5, 2024	Some minor cleanup, property still in non compliance with trash litter and debris, property is for sale, property owner not in state	Josh Prophett

#### VIOLATION COURT PACKET

September 6, 2024

Violation Number : 24-0019		Original Complaint Number:		
Parcel Number: C1580022		Original Failed Inspection Number:		
Owner Name: RAMAGE RONALD E		Required Resolve By Date: August 31, 2024		
Occupant Name:		Violation Status: Violation Notice Sent Violation Type: Code Enforcement		
Parcel Address: 2384	HWY 278 - Unit ID:	Violation Date: April 8, 202	4 Violation Time: 02:40PM	
List of all Inspection c	onducted :			
24-0030	April 8, 2024 03:45PM	Code Enforcement Inspection	Fail	
R24-0030-01	May 14, 2024 11:00AM	Code Enforcement Inspection	Fail	
R24-0030-02	May 30, 2024 11:05AM	Code Enforcement Inspection	Fail	
R24-0030-03	July 10, 2024 09:20AM	Code Enforcement Inspection	Fail	
R24-0030-04	July 1, 2024 01:25PM	Code Enforcement Inspection	Fail	
R24-0030-05	September 5, 2024 12:00PM	Code Enforcement Inspection	Fail	

Violation Description: Trash litter debris, notice to previous tenant

Code Book: Land Development Ordinance - Code Title: Section Article 11 Part 6: Sub-Section: Section 120 Litter, Burning - Code

Section: Article 11 Part 6

**Ordinance:** It shall be unlawful for any person or persons, whether the owner of such property or not, to dump, deposit, throw, or leave or to cause or permit the dumping, depositing, placing, throwing, burning or leaving of litter on any public or private property in Walton County or any waters in Walton County

Conditions Found and Corrective Action Required: Excessive trash litter debris,

All trash and litter needs to be removed and properly disposed of properly

Multiple notices posted to property

Listing of All Actions Related to Violation Number: 24-0019 December 20, 2023 07:50AM Case Created in Old system

February 27, 2024 07:50AM **Certified mail** multiple attempts to reach property owner via c

multiple attempts to reach property owner via certified mail 01/17/2024 and 02/27/2024 both returned un successful

April 8, 2024 07:50AM Notice of Violation Issued

Issued notice to previous resident who was on site removing some material from site and stated he would clean up property

April 8, 2024 02:37PM **Violation Created** Violation Created For Parcel #C1580022

April 8, 2024 02:47PM **Inspection #24-0030 Result - Fail** Inspection #24-0030 has been scheduled for this violation.

May 13, 2024 07:46AM **Inspection #R24-0030-01 - Scheduled** Inspection #R24-0030-01 has been scheduled for this violation.

May 14, 2024 10:08AM **Inspection #R24-0030-01 Result - Fail** Inspection #R24-0030-01 was marked as failed for this violation.

May 14, 2024 10:08AM **Inspection #R24-0030-02 - Scheduled** Inspection #R24-0030-02 has been scheduled for this violation.

May 30, 2024 11:19AM Inspection #R24-0030-02 Result - Fail

May 30, 2024 11:19AM **Inspection #R24-0030-03 - Scheduled** Inspection #R24-0030-03 has been scheduled for this violation.

#### May 30, 2024 12:30PM Notes

The property is for sale, the current property owner lives in Utah and i have been unable to contact him. Certified Mail has not been delivered. i have re posted property in two locations with Notice of violations.

The previous tenant/resident/occupant does not reside at property. i was able to talk with him once on the property and issue him also a Notice as he stated he felt obligated to clean up property even though he didn't own the property There has been some very minor cleanup, the previous tenant does not live in Walton County.

July 10, 2024 08:58AM **Inspection #R24-0030-03 Result - Fail** Inspection #R24-0030-03 was marked as failed for this violation.

July 10, 2024 08:58AM **Inspection #R24-0030-04 - Scheduled** Inspection #R24-0030-04 has been scheduled for this violation.

August 1, 2024 01:27PM **Inspection #R24-0030-04 Result - Fail** Inspection #R24-0030-04 was marked as failed for this violation.

August 1, 2024 01:28PM **Inspection #R24-0030-05 - Scheduled** Inspection #R24-0030-05 has been scheduled for this violation.

#### September 5, 2024 09:53AM Court Ticket #24-0019

Excessive Trash and Litter. Property is unoccupied and after multiple notices posted to property, property has not come into compliance.

September 5, 2024 11:00AM Inspection #R24-0030-05 Result - Fail Inspection #R24-0030-05 was marked as failed for this violation.

Listing of All Tickets Issued:

Court Date: November 5, 2024 09:00AM Ticket #24-0019

Court: Magistrate Court

Judge:

**Notes:** Excessive Trash and Litter. Property is unoccupied and after multiple notices posted to property, property has not come into compliance.

Listing of All Images on File Relating to Case:

Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: 24-0030 Date: April 8, 2024 02:47PM



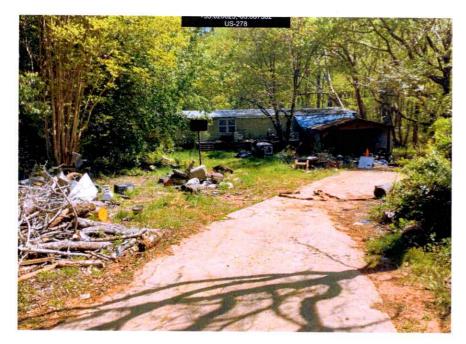
Inspection #: 24-0030 Date: April 8, 2024 02:47PM



Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: 24-0030 Date: April 8, 2024 02:47PM



Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: 24-0030 Date: April 8, 2024 02:47PM





**Tax Parcel #:** C1580022 **Address:** 2384 HWY 278 **Inspection #:** R24-0030-01 **Date:** May 14, 2024 10:06AM





Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-01 Date: May 14, 2024 10:06AM





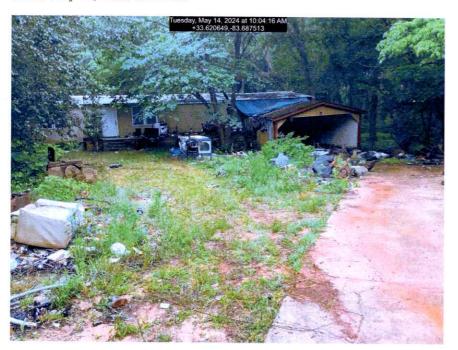
Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-01 Date: May 14, 2024 10:06AM





**Tax Parcel #:** C1580022 **Address:** 2384 HWY 278 **Inspection #:** R24-0030-01 **Date:** May 14, 2024 10:07AM





Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-01 Date: May 14, 2024 10:07AM





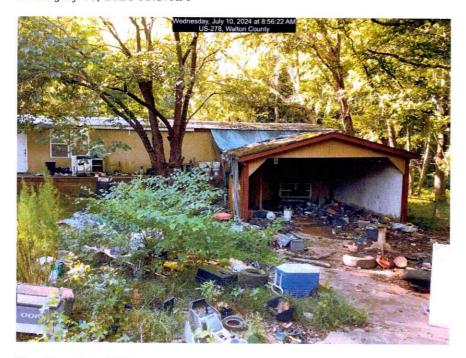
Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-02 Date: May 30, 2024 11:18AM





**Tax Parcel #:** C1580022 **Address:** 2384 HWY 278 **Inspection #:** R24-0030-03 **Date:** July 10, 2024 08:57AM





**Tax Parcel #:** C1580022 **Address:** 2384 HWY 278 **Inspection #:** R24-0030-03 **Date:** July 10, 2024 08:57AM





Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-04 Date: August 1, 2024 01:27PM



Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-04 Date: August 1, 2024 01:27PM



Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-04 Date: August 1, 2024 01:27PM



Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-05 Date: September 6, 2024 08:16AM



**Tax Parcel #:** C1580022 **Address:** 2384 HWY 278 **Inspection #:** R24-0030-05 **Date:** September 6, 2024 08:16AM



Tax Parcel #: C1580022



Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-05 Date: September 6, 2024 08:16AM



Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-05 Date: September 6, 2024 08:16AM



Tax Parcel #: C1580022 Address: 2384 HWY 278 Inspection #: R24-0030-05 Date: September 6, 2024 08:16AM

Item 6.3.



Signature of Person Preparing Packet Date



## Reporting System

#### **Violation Information**

**Violation Number** 

24-0019

Location

2384 HWY 278

Tax Parcel #

C1580022

Inspector

Josh Prophett

**Owner Name** 

RAMAGE RONALD E

**Email** 

**Owner Address** 

, WARNER ROBINS, GA 310886521

Phone

Na

Safety Issue

Reason

Description

Trash litter debris, notice to previous tenant Code Enforcement

Status

Citation Issued

**Violation Type Ticket Number** 

24-0019

**Hearing Date** 

November 5, 2024 09:00AM

Court

Magistrate Court

Judge

N/A

## WALTON COUNTY, GEORGIA ORDINANCE NUMBER

#### AN ORDINANCE BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY

An Ordinance to amend the Code of Walton County, Georgia, Chapter 18 regarding Businesses, so as to amend the deadline for filing returns; to amend the due date for the payment of occupation taxes; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

**WHEREAS**, O.C.G.A. § 48-13-1 <u>et seq.</u> authorizes the governing authority of each county to provide by local ordinance or resolution for the levy, assessment, and collection of an occupation tax on those businesses and practitioners of professions and occupations with one or more locations or offices in the unincorporated part of the county;

**WHEREAS**, pursuant to O.C.G.A. § 48-13-1 et seq., Walton County has provided by local ordinance for the levy, assessment, and collection of an occupation tax; and

**WHEREAS**, Walton County desires to amend said ordinance for the purpose of protecting and preserving the public health, safety, and welfare.

## NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA as follows:

1.

The Code of Walton County, Georgia is hereby amended by repealing Sec. 18-33(d) in its entirety.

2.

The Code of Walton County, Georgia is hereby amended by repealing Sec. 18-37(a) in its entirety and inserting the following Sec. 18-37(a) in lieu thereof:

(a) On or before the anniversary of the business commencement date of each year, a business or practitioner subject to this occupation tax shall file with the Department, on a form approved by and available from the Department, a signed return attesting to the number of current employees of such business or practitioner.

3.

The Code of Walton County, Georgia is hereby amended by repealing Sec. 18-38(a) in its entirety and inserting the following Sec. 18-38(a) in lieu thereof:

(a) Any occupation tax due pursuant to this article shall be due and payable 30 days after the business commencement date and annually thereafter.

4.

Except as specified hereinabove, all remaining portions of the Code of Walton County, Georgia shall continue in full force and effect, and shall remain unaffected by this amendment.

5.

It is the express intent of the Walton County Board of Commissioners that this Ordinance be consistent with both federal and state law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

6.

All Ordinances and provisions of the Code of Walton County, Georgia which conflict with any part of this Ordinance are hereby repealed.

7.

This Ordinance shall become effective immediately upon passage.

<b>20 0</b>	KDAINED U	nis	aay or _	 	, 2024.

David G. Thompson, Chairman Walton County Board of Commissioners

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

Rhonda Hawk, County Clerk

[COUNTY SEAL]



## Walton County Planning and Development Department

126 Court Street – Monroe, GA 30655 Office: (770) 267-1485, Fax: (770) 267-1401

November 18, 2024

To: Chairman Thompson

From: Charna Parker

Director, Planning and Development

RE: City of Social Circle

**Annexation Request** 

Property Owner: ZMS, LLC

274.37 acres located off Amber Stapp Studdard Rd

And Partee Trail

Parcels: C1520001, C1720027B and C1720041

The proposed annexation request is a 100% annexation in accordance with O.C.G.A. §36-36-6 and § 36-36-9.

The current county zoning designation is A1 WP2. The comprehensive land use map designation is conservation.

The proposed zoning classification is light industrial with a special use to establish an industrial campus focused on data center facilities and public utilities, including electric, water, and sewer services along with accessory uses.

\*\*Upon review by the department and county attorney, a recommendation that the City's resolution approving the annexation reflects that the City will be responsible for the maintenance to the center line of the section of Amber Stapp Studdard Road that fronts the subject property. Also, the City has been advised that the subject property is located within a Watershed Protection area within the County's zoning and that we trust the City will ensure through zoning conditions that the environmentally sensitive areas of the property are appropriately protected and buffered.

Anthony O.L. Powell, P.C. John James Crowley, P.C.

208 Brook Stone Place Social Circle, Georgia 30025 (770) 962.0100 Mailing Address P.O. Box 1390 Lawrenceville, GA 30046

November 7, 2024

#### **VIA FEDERAL EXPRESS OVERNIGHT MAIL**

Chairman David Thompson Commissioner Bo Warren Commissioner Mark Banks Chairman Kirklyn Dixon Commissioner Timmy Shelnut Commissioner Lee Bradford Commissioner Jeremy Adams

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

Dear Chairman & Commissioners:

Please be advised that the City of Social Circle, Georgia, by the authority vested in the Mayor and the Council of the City of Social Circle, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described in Exhibit "A" ("Property") by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by overnight mail within five (5) business days of acceptance of an application for annexation by the City of Social Circle, Georgia, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A. § 36-36-111. The Property owner's annexation application is attached hereto as Exhibit "B." The Property owner's rezoning application is attached as Exhibit "C." The Property owner's special use permit application is attached as Exhibit "D."

The Property owners have requested the zoning of parcels currently zoned Agriculture (AG) in Walton County to a zoning of Light Industrial (LI) within Social Circle. In addition, the Property owner has requested a special use permit as outlined in Exhibit "D."

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the Mayor and Council of the City of Social Circle, Georgia, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. § 36-36-4 a public hearing before Planning Commission will be held on the annexation, rezoning, and special use permit of the Property will be held on December 19, 2024, at 6:00 PM and will take place in the Social Circle Community Room, located at 138 East Hightower Trail, Social Circle, Georgia, 30025. A public hearing before the Mayor and Council

will be held on the annexation, rezoning, and special use permit of the Property will be held on January 21, 2025, at 6:30 PM and will take place in the Social Circle Community Room, located at 138 East Hightower Trail, Social Circle, Georgia, 30025. If the county has an objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify Ashley Davis, Planning Administrator for the City of Social Circle, within thirty (30) calendar days of receipt of this notice.

Sincerely,

John J. Crowley

City Attorney for the City of Social Circle

Cc: Via Federal Express and Email

Chip Ferguson 118 Court St Monroe, GA 30655

cferguson@atkinsonferguson.com

# EXHIBIT "A"

#### Exhibit "A" - Legal description

#### TRACT 1:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Social Circle, located in Land Lot 69 of the 1st Land District, 418th G.M.D., being designated as "Parcel A-2", containing 22.25 acres, more or less, according to a survey entitled, "Plat for SCRE Holdings, LLC," dated April 7, 1995, prepared by Cranston, Robertson & Whitehurst, P.C., certified by John Thomas Attaway, Georgia Registered Land Surveyor No. 2612. Reference to said survey is hereby made and the same is incorporated herein and attached hereto as Exhibit "A-1" for a more complete description of the property conveyed.

#### TRACT 2:

ALL THAT TRACT or parcel of land lying and being in Land Lots 47 and 48, 1st Land District, Walton County, Georgia (also being located in Social Circle District, G.M.D. 418) containing 172.556 acres, and more particularly described according to said plat as follows:

TO LOCATE THE TRUE PLACE OR POINT OF BEGINNING, begin at a point in the center of Amber Stapp Studdard Road, a/k/a Old Rutledge Road, (having a 70-foot right of way) located 480 feet northeast as measured along the centerline of said road from its intersection with the centerline of Georgia Railroad; run thence North 31 degrees 16 minutes 00 seconds West 35 feet, more or less, to a point marked by a 1/2" iron pipe set on the northwest line of Amber Stapp Studdard Road, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING; from said beginning point as thus established, run thence North 29 degrees 46 minutes 00 seconds West a distance of 1604.10 feet to a point marked by a 1/2" pipe found; run thence North 59 degrees 45 minutes 00 seconds East 3315.48 feet to a point marked by a 1/2" pipe set; run thence South 30 degrees 23 minutes 45 seconds East 1217.15 feet to a point marked by a 1/2" pipe found; run thence South 59 degrees 78 minutes 70 seconds West 1427.98 feet to a point marked by a 1-1/2" bar found; run thence South 12 degrees 31 minutes 40 seconds East 2455.52 feet to a point marked by a 1/2" pipe set on the northwest right of way line of Amber Stapp Studdard Road; run thence along said right of way line South 72 degrees 26 minutes 30 seconds West 233.71 feet to a point, South 69 degrees 20 minutes 27 seconds West 516.43 feet to a point, and South 69 degrees 58 minutes 00 seconds West 389.70 feet to a point marked by a 1/2" iron pipe set, which is the place or point of beginning.

-Continued-



BK:5180 PG:223

#### Exhibit "A" - Legal description (Continued)

TRACT 8:

All that tract or purcel of land lying and being in Land Lot 47 of the First Land District, Social Circle G.M.D., No. 418, Walton County, Georgia, being designated as Lot 10 of Hard Labor Creek Farms Division, containing 4.26 acres, more or less, as more particularly shown on plat of survey dated July 15, 1976, certified by W.T. Dunahoo, Ga. R.L.S. No. 1577, which is recorded at Plat Book 19, page 91, Walton County Records. Said plat of survey and the record thereof are incorporated herein by reference for a more complete description of the subject property.

ALL THAT TRACT or percel of land lying and being in Land Lots 39, 47 and 48, 1st Land District, Social Circle G.M.D. 418, Walton County, Georgia, containing 145,020 acres according to a Plat of Survey by Kenneth C. Sims, Georgia Registered Land Surveyor No. 1763, dated November 7, 1996, and more particularly described as follows:

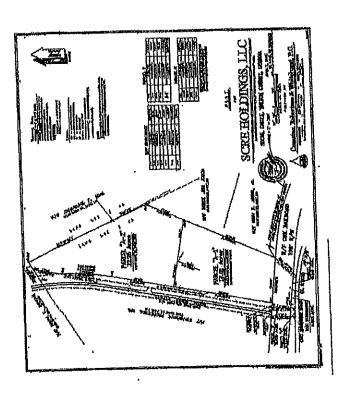
BEGINNING at a point marked by an iron pin found at the original corner common to Land Lots 39, 40, 47 and 48 of the 1st Land District, Walton County, Georgia; run thence along the line of property now or formerly owned by Hard Labor Creek Farms South 20 degrees 47 minutes 00 seconds West 2309.20 feet to a point on the northeast right of way line of Amber Stapp Studdard Road (70-foot right of way); run thence along said right of way line North 47 degrees 27 minutes 00 seconds West 281.17 feet to a point, North 64 degrees 36 minutes 48 seconds West 106.48 feet to a point, North 86 degrees 12 minutes 30 seconds West 97.58 feet to a point, and South 77 degrees 14 minutes 45 seconds West 184.14 feet to an Iron pin set; thence leaving said right of way line, run North 12 degrees 31 minutes 40 seconds West 2455.52 feet to a point marked by an Iron pin found; run thence North 59 degrees 18 minutes 10 seconds East 1427,98 feet to a point marked by an Iron pin found; run thence North 30 degrees 23 minutes 45 seconds West 1217.15 feet to a point; run thence North 30 degrees 23 minutes 45 seconds West 318.00 feet to a point; run thence North 00 degrees 34 minutes 48 seconds East 81,90 feet, more or less, to a point; thence North 00 degrees 34 minutes 48 seconds East 57,00 feet, more or less, to a point located in the center line of a creek (said point being herein designated Point "A"); thence in a northeasterly, southeasterly, easterly and northeasterly direction along the centerline of said creek a distance of 1789.8 feet, more or less to a point (said point being herein designated Point "B") (the distance between Point A and Point B being described for survey purposes only by a traverse line having a point of beginning located North 00 degrees 30 minutes West 39.9 feet from Point A and having the following courses and distances: North 57 degrees 33 minutes 10 seconds East 236,00 feet to a point; North 87 degrees 50 minutes 00 seconds East 288.00 feet to a point; South 75 degrees 41 minutes 00 seconds East 185.00 feet to a point; South 51 degrees 24 minutes 00 seconds East 150.00 feet to a point; South 72 degrees 51 minutes 00 seconds East 124,00 feet to a point; South 60 degrees 40 minutes 00 seconds East 564,00 feet to a point; South 30 degrees 01 minutes 00 seconds East 154.20 feet to a point; due East 100.00 feet to a point, and North 65 degrees 00 minutes 00 seconds East 70,00 feet to a point in the center of a branch; run thence along the center line of said branch 1209,90 feet, more or less (said distance being described for survey purposes by a 1209,90 foot chord bearing South 13 degrees 30 minutes 00 seconds East and having as its end point an iron pin set South 20 degrees 47 minutes West 10,00 feet from the centerline of said brench; run thance South 20 degrees 47 minutes 00 seconds West 1122,00 feet to a point marked by an Iron pin found at the original corner common to Land Lots 39, 40, 47 and 48, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING.

-Continued-



#### BK:5180 PG:224

Exhibit "A-1"





## EXHIBIT "B"

## APPLICATION FOR ANNEXATION CITY OF SOCIAL CIRCLE Community Planning & Development

#### Social Circle, GA

#### APPLICATION FOR ANNEXATION

Tax Map Numbers: C15200000001000, C172000000041000, C172000000027B00

Date:

Anticipated Date Annexation will become effective and official:

01/01/2025

Address of subject property:

1705 AMBER STAPP STUDDARD RD

1599 AMBER STAPP STUDDARD RD

0 PARTEE TRL

Owner of Property: ZMS, LLC

Owner's Address: 2145 Duluth Hwy, Ste A Duluth Georgia,

30097

Telephone Number: 678 665 8928

Housing

Other

Units: none to be proposed

Buildings: existing structures to be removed

Population: na

- A. If the owner and the applicant are not the same, please complete Attachment I. (included)
- B. Site Plan Showing the location of existing buildings and other improvements. (included)
- C. Property Description A legal description and plat. (included)
- D. Meeting Dates and Processing of Applications (Provided by city staff)
- E. Fee No fee required.
- F. Authorization to Inspect Premises I hereby authorize the Social Circle City Commission, the Planning Commission and their staff to inspect the premises which is the subject of this annexation application.
- G. Petition Requesting Annexation Owners must complete Attachment 3.

Signature

Authorized Applicant

Sailfish Investors Acquisitions LLC Ryan Hughes Managing Partner

## 100 PERCENT METHOD OF ANNEXATION PETITION REQUESTING ANNEXATION

11/4/2024

To the Mayor and Council of the City of Social Circle, Georgia.

- I. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Mayor and Council of the City of Social Circle, Georgia annex this territory to the City of Social Circle, Georgia, and extend the city boundaries to include the same.
- 2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of Social Circle, Georgia, and the description of such territory is as follows:

#### LEGAL DESCRIPTION (not surveyed)

All that tract or parcel of land lying and being in Land Lots 39, 47 and 48, 1st District, Walton County, Georgia and being more particularly described as follows:

Beginning at a point of intersection of the centerline of Amber Stapp Studdard Road and the centerline of Georgia Railroad; THENCE northeasterly along said centerline of Amber Stapp Studdard Road 480 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 31 degrees 16 minutes 00 seconds West a distance of 704.79 feet leaving said centerline to a point;

THENCE along a curve to the le6 for an arc length of 3024.82 feet, having a radius of 10561.93 feet, being subtended by a chord bearing North 04 degrees 40 minutes 12 seconds West a distance of 3014.49 feet to a point;

THENCE North 59 degrees 45 minutes 00 seconds East a distance of 2005.57 feet to a point;

THENCE North 30 degrees 24 minutes 14 seconds West a distance of 322.05 feet to a point located at the centerline of a creek;

THENCE North 00 degrees 25 minutes 00 seconds East a distance of 132.14 feet to a point;

THENCE North 61 degrees 23 minutes 00 seconds East a distance of 204.80 feet to a point;

THENCE North 87 degrees 45 minutes 00 seconds East a distance of 286.00 feet to a point;

THENCE North 85 degrees 25 minutes 45 seconds East a distance of 121.78 feet to a point;

THENCE South 61 degrees 29 minutes 00 seconds East a distance of 150.00 feet to a point;

THENCE South 72 degrees 56 minutes 00 seconds East a distance of 124.00 feet to a point;

THENCE South 60 degrees 45 minutes 00 seconds East a distance of 564.00 feet to a point;

THENCE South 50 degrees 06 minutes 00 seconds East a distance of 154.20 feet to a point;

THENCE North 89 degrees 55 minutes 00 seconds East a distance of 100.00 feet to a point;

THENCE South 65 degrees 05 minutes 00 seconds East a distance of 70.00 feet to a point;

THENCE South 13 degrees 35 minutes 00 seconds East a distance of 1209.90 feet leaving said creek centerline to a point;

THENCE South 20 degrees 42 minutes 00 seconds West a distance of 1122.00 feet to a point; THENCE South 20 degrees 42 minutes 00 seconds West a distance of 997.30 feet to a point; THENCE South 69 degrees 18 minutes 00 seconds East a distance of 64.50 feet to a point;

THENCE along a curve to the le6 for an arc length of 99.41 feet, having a radius of 50.00 feet, being subtended by a chord bearing South 35 degrees 42 minutes 34 seconds East a distance of 83.83 feet to a point;

THENCE South 40 degrees 40 minutes 00 seconds East a distance of 262.50 feet to a point;

THENCE South 41 degrees 52 minutes 00 seconds West a distance of 685.00 feet to a point;

THENCE North 41 degrees 40 minutes 00 seconds West a distance of 132.50 feet to a point;

THENCE South 20 degrees 42 minutes 00 seconds West a distance of 611.00 feet to a point;

THENCE North 48 degrees 33 minutes 00 seconds West a distance of 257.10 feet to a point;

THENCE North 59 degrees 36 minutes 00 seconds West a distance of 100.00 feet to a point;

THENCE North 73 degrees 27 minutes 00 seconds West a distance of 100.00 feet to a point;

THENCE South 75 degrees 54 minutes 00 seconds West a distance of 200.00 feet to a point;

THENCE South 68 degrees 41 minutes 00 seconds West a distance of 273.30 feet to a point;

THENCE South 69 degrees 12 minutes 00 seconds West a distance of 857.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

The above-described tract contains an area of 279.43 acres.

Parcel ID	Owner's	Address	Signature	Date
	Name			
C15200000001000	ZMS, LLC	2145 Duluth Hwy, Ste A Duluth Georgia, 30097	Ariz Ohanani Nov 1, 2024 13:49 EDT)	11/1/24
C172000000041000	ZMS, LLC	2145 Duluth Hwy, Ste A Duluth Georgia, 30097	Aziz Dhanani (Nov 1, 2024 13:49 EDT)	11/1/24
C172000000027B00	ZMS, LLC	2145 Duluth Hwy, Ste A Duluth Georgia, 30097	Aziz Dhanani (Nov.1, 2024 13:49 EDT)	11/1/24

## 100 PERCENT METHOD OF ANNEXATION

Final Audit Report

2024-11-01

Created:

2024-11-01

By:

Ryan Hughes (ryan@sailfishinvestors.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAARz\_XuBTHmagZbHjhGjCgx6TZiM9qXlbj

### "100 PERCENT METHOD OF ANNEXATION" History

- Document created by Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-01 5:10:34 PM GMT
- Document emailed to Aziz Dhanani (aziz@premierpetroleum.com) for signature 2024-11-01 5:10:38 PM GMT
- Email viewed by Aziz Dhanani (aziz@premierpetroleum.com) 2024-11-01 5:48:33 PM GMT
- Document e-signed by Aziz Dhanani (aziz@premierpetroleum.com)
  Signature Date: 2024-11-01 5:49:58 PM GMT Time Source: server
- Agreement completed. 2024-11-01 - 5:49:58 PM GMT

#### CITY OF SOCIAL CIRCLE ANNEXATION INFORMATION APPLICATION FOR ANNEXATION

TO THE MAYOR AND COUNCIL OF THE CITY OF SOCIAL CIRCLE:

NOW COMES ZMS, LLC BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, CONTIGUOUS TO PRESENT CITY LIMITS:

All that tracts or parcels of land situate, lying and being in Land Lots 39, 47, and 48 of the 1st Land District of Walton County, Georgia, and being more particularly described as containing 4.26, 145.37, and 173.771 acres, as shown on a plat of survey prepared by W. T. Dunahoo, and Pecan Grove Inc Associates, Georgia Registered Land Surveyors, dated 8/10/1976, 11/29/73, and 5/3/1971, and recorded in Plat Book 19, Page 91, Plat Book 17, Page 194 and Plat Book 16, Page 31 Clerk's Office, Walton Superior Court. Said plats and the recorded copies thereof are hereby made a part of this description by reference for all purposes.

ADDRESS: 1705 Amber Stapp Studdard Rd, 1599 Amber Stapp Studdard Rd, 0 Partee Trl

THIS APPLICATION IS MADE UNDER THE PROVISIONS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED Section 3 6-36-20 ET SEQ, AND IS MADE FOR THE PURPOSE OF ANNEXING THE ABOVE DESCRIBED LANDS SO THAT THEY MAY, BY ORDINANCE, BE INCLUDED WITHIN THE CORPORATE LIMITS OF SAID MUNICIPALITY AND MADE A PART THEREOF.

SUBMITTED HEREWITH IS A COMPLETE SURVEY BY A COMPETENT SURVEYOR SHOWING THE LOCATION OF SAID PROPERTY WITH REGARD TO THE EXISTING CITY LIMITS AS WELL AS AN ATTORNEY'S CERTIFICATE OF TITLE SHOWING THE UNDERSIGNED TO BE SOLE OWNER(S) OF SAID PROPERTY.

THIS THE 1 DAY OF November , 20 24.

HAVE YOU MADE CAMPAIGN CONTRIBUTIONS OR GIVEN ANY GIFTS TO THE MAYOR, ANY MEMBER OF THE CITY COUNCIL, OR ANY MEMBER OF THE PLANNING AND ZONING COMMISSION IN THE AGGREGATE AMOUNT OF \$250.00 OR MORE WITHIN THE PAST TWO (2) YEARS?

By: A	
As Its: Member	
Ву:	
As Its:	-

## CITY OF SOCIAL CIRCLE ANNEXATION INFORMATION APPLICATION FOR ANNEXATION

Final Audit Report 2024-11-01

Created:

2024-11-01

By:

Ryan Hughes (ryan@sailfishinvestors.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAJiN8aZAcLbvd5aY6IELFBqakvWv8-6Ug

## "CITY OF SOCIAL CIRCLE ANNEXATION INFORMATION APP LICATION FOR ANNEXATION" History

- Document created by Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-01 5:12:59 PM GMT
- Document emailed to Aziz Dhanani (aziz@premierpetroleum.com) for signature 2024-11-01 5:13:02 PM GMT
- Email viewed by Aziz Dhanani (aziz@premierpetroleum.com)
- Document e-signed by Aziz Dhanani (aziz@premierpetroleum.com)
  Signature Date: 2024-11-01 5:36:22 PM GMT Time Source: server
- Agreement completed. 2024-11-01 - 5:36:22 PM GMT

#### PETITION REQUESTING ANNEXATION CITY OF SOCIAL CIRCLE, GEORGIA

Date:

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SOCIAL CIRCLE, GEORGIA

- 1. The undersigned, attractive where of all real property of the territory described herein, respectfully requests that the City Commission annex this territory to the City of Social Circle, Georgia, and extend the City boundaries to include the same.
- 2. The territory to be annexed abuts the existing boundary of Social Circle, Georgia, and the description of such territory area is as follows:

Address/Location of Property:

1705 Amber Stapp Studdard Rd, 1599 Amber Stapp Studdard Rd, 0 Partee Trl Tax Map Numbers: C152000000001000, C172000000041000, C172000000027B00

See description attached.

3. It is requested that this territory to be annexed shall be zoned: Light Industrial with a special use. For the following reasons: to establish an industrial campus focused on data center facilities and associated public utilities, including electric, water, and sewer services, along with accessory uses.

WHEREFORE, the Petitioners pray that the City Commission of the City of Social Circle, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Social Circle, Georgia.

Respectfully Submitted,

Applicant/Authorized Agent Sailfish Investors Acquisitions LLC

Managing Partner

November, 2024

#### LETTER OF OWNERSHIP GRANTING AUTHORIZATION TO ACT

The undersigned, Aziz Dhanani, being the authorized signatory of ZMS, LLC, owner of premises known as Parcel Numbers C15200000001000, C172000000041000, C17200000027B00, C15200010DP, and SC220009A00 of the County of Walton, State of Georgia, hereby authorize Sailfish Investors Acquisitions, LLC to proceed with rezoning, future land use map amendment application, annexation, and special use application of aforesaid premises.

This of the second seco	11/01/24
Signature	Date
Member	
Address	
Sworn to before me this day of November :	2024

## Authorization Letter\_ZMS LLC

Final Audit Report 2024-11-01

Created:

2024-11-01

By:

Ryan Hughes (ryan@sailfishinvestors.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAASRdJTidLgoyp5RzKIFCBWR7ZIPwfRq3Y

## "Authorization Letter\_ZMS LLC" History

- Document created by Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-01 5:11:36 PM GMT
- Document emailed to Aziz Dhanani (aziz@premierpetroleum.com) for signature 2024-11-01 5:11:39 PM GMT
- Email viewed by Aziz Dhanani (aziz@premierpetroleum.com) 2024-11-01 5:45:26 PM GMT
- Document e-signed by Aziz Dhanani (aziz@premierpetroleum.com)
  Signature Date: 2024-11-01 5:47:23 PM GMT Time Source: server
- Agreement completed. 2024-11-01 - 5:47:23 PM GMT

BK:5180 PG:221-224

Filed and Recorded
Jul-22-2022 12:00 AM
DOC# 2022 - 011457
Real Estate Transfer Tax
Paid: \$ 0.00
1472022003644
KAREN P. DAVID
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA
Participant ID: 1433177263

Walton County Tax Parcel No.: (i) SC220-00000-009-A00;

(ii) C1520-00000-001-00; (iii) C1520-00000-001-0DP; (iv) C1720-00000-027-B00; and (v) C1720-00000-041-000.

STATE OF GEORGIA COUNTY OF GWINNETT Please Return to:

Mills & Hoopes, LLC 1550 North Brown Rd, Ste. 130 Lawrenceville, Georgia 30043

#### · LIMITED WARRANTY DEED

THIS INDENTURE is made effective the 30th day of June, 2022, by and between CUMMING INVESTMENTS INC., a Georgia corporation (hereinafter referred to as the "Grantor"), and ZMS, LLC, a Georgia limited liability company (hereinafter referred to as the "Grantee").

#### WITNESSETH:

THAT Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise and convey to Grantee, its successors and assigns, all the right, title, interest, claim, or demand which Grantor has or may have had in and to the 344.24 +/- acres located at 1599, 1677, and 1705 Amber Stapp Studdard Road, Social Circle, Georgia 30025 (the "Property"), being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property together with all singular rights, members and appurtenances thereof, unto the Grantee, its successors and assigns, IN FEE SIMPLE, and Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons by, through or under Grantor.

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

Signed, sealed and delivered

in the presence of:

Notary Public

GRANTOR:

CUMMING INVESTMENTS INC.

By: Aziz Dhanani

Its: CEO-

(Corporate Seal)

#### Exhibit "A" -- Legal description

#### TRACT 1:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Social Circle, located in Land Lot 69 of the 1st Land District, 418th G.M.D., being designated as "Parcel A-2", containing 22.25 acres, more or less, according to a survey entitled, "Plat for SCRE Holdings, LLC," dated April 7, 1995, prepared by Cranston, Robertson & Whitehurst, P.C., certified by John Thomas Attaway, Georgia Registered Land Surveyor No. 2612. Reference to said survey is hereby made and the same is incorporated herein and attached hereto as Exhibit "A-1" for a more complete description of the property conveyed.

#### TRACT 2:

ALL THAT TRACT or parcel of land lying and being in Land Lots 47 and 48, 1st Land District, Walton County, Georgia (also being located in Social Circle District, G.M.D. 418) containing 172.556 acres, and more particularly described according to said plat as follows:

TO LOCATE THE TRUE PLACE OR POINT OF BEGINNING, begin at a point in the center of Amber Stapp Studdard Road, a/k/a Old Rutledge Road, (having a 70-foot right of way) located 480 feet northeast as measured along the centerline of said road from its intersection with the centerline of Georgia Railroad; run thence North 31 degrees 16 minutes 00 seconds West 35 feet, more or less, to a point marked by a 1/2" iron pipe set on the northwest line of Amber Stapp Studdard Road, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING; from said beginning point as thus established, run thence North 29 degrees 46 minutes 00 seconds West a distance of 1604.10 feet to a point marked by a 1/2" pipe found; run thence North 59 degrees 45 minutes 00 seconds East 3315.48 feet to a point marked by a 1/2" pipe set; run thence South 30 degrees 23 minutes 45 seconds East 1217.15 feet to a point marked by a 1/2" pipe found; run thence South 59 degrees 78 minutes 70 seconds West 1427.98 feet to a point marked by a 1-1/2" bar found; run thence South 12 degrees 31 minutes 40 seconds East 2455,52 feet to a point marked by a 1/2" pipe set on the northwest right of way line of Amber Stapp Studdard Road; run thence along said right of way line South 72 degrees 26 minutes 30 seconds West 233.71 feet to a point, South 69 degrees 20 minutes 27 seconds West 516.43 feet to a point, and South 69 degrees 58 minutes 00 seconds West 389.70 feet to a point marked by a 1/2" iron pipe set, which is the place or point of beginning.

-Continued-



BK:5180 PG:223

#### Exhibit "A" - Legal description (Continued)

TRACT 8;

All that tract or parcel of land lying and being in Land Lot 47 of the First Land District, Social Circle G.M.D., No. 418, Walton County, Georgia, being designated as Lot 10 of Hard Labor Creek Farms Division, containing 4.26 acres, more or less, as more particularly shown on plat of survey dated July 15, 1976, certified by W.T. Dunahoo, Ga. R.L.S. No. 1577, which is recorded at Plat Book 19, page 91, Walton County Records. Said plat of survey and the record thereof are incorporated herein by reference for a more complete description of the subject property.

TRACT 4:

ALL THAT TRACT or parcel of land lying and being in Land Lots 39, 47 and 48, 1st Land District, Social Circle G.M.D. 418, Walton County, Georgia, containing 145,020 acres according to a Plat of Survey by Kenneth C. Sims, Georgia Registered Land Surveyor No. 1763, dated November 7, 1996, and more particularly described as follows:

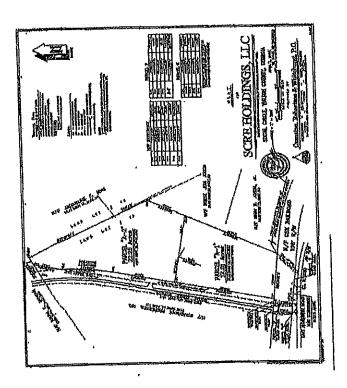
BEGINNING at a point marked by an Iron pin found at the original corner common to Land Lots 39, 40, 47 and 48 of the 1st Land District, Walton County, Georgia; run thence along the line of property now or formerly owned by Hard Labor Creek Farms South 20 degrees 47 minutes 00 seconds West 2309.20 feet to a point on the northeast right of way line of Amber Stapp Studdard Road (70-foot right of way); run thence along said right of way line North 47 degrees 27 minutes 00 seconds West 281.17 feet to a point, North 64 degrees 36 minutes 48 seconds West 106.48 feet to a point, North 86 degrees 12 minutes 30 seconds West 97.58 feet to a point, and South 77 degrees 14 minutes 45 seconds West 184,14 feet to an Iron pin set; thence leaving said right of way line, run North 12 degrees 31 minutes 40 seconds West 2455.52 feet to a point marked by an Iron pin found; run thence North 59 degrees 18 minutes 10 seconds East 1427,98 feet to a point marked by an Iron pin found; run thence North 30 degrees 23 minutes 45 seconds West 1217.15 feet to a point; run thence North 30 degrees 23 minutes 45 seconds West 318.00 feet to a point; run thence North 00 degrees 34 minutes 48 seconds East 81.90 feet, more or less, to a point; thence North 00 degrees 34 minutes 48 seconds East 57.00 feet, more or less, to a point located in the center line of a creek (said point being herein designated Point "A"); thence in a northeasterly, southeasterly, easterly and northeasterly direction along the centerline of said creek a distance of 1789.8 feet, more or less to a point (said point being herein designated Point "B") (the distance between Point A and Point B being described for survey purposes only by a traverse line having a point of beginning located North 00 degrees 30 minutes West 39.9 feet from Point A and having the following courses and distances: North 57 degrees 33 minutes 10 seconds East 236,00 feet to a point; North 87 degrees 50 minutes 00 seconds East 288.00 feet to a point; South 75 degrees 41 minutes 00 seconds East 135.00 feet to a point; South 51 degrees 24 minutes 00 seconds East 150.00 feet to a point; South 72 degrees 51 minutes 00 seconds East 124,00 feet to a point; South 60 degrees 40 minutes 00 seconds East 564.00 feet to a point; South 30 degrees 01 minutes 00 seconds East 154.20 feet to a point; due East 100.00 feet to a point, and North 65 degrees 00 minutes 00 seconds East 70,00 feet to a point in the center of a branch; run thence along the center line of said branch 1209,90 feet, more or less (said distance being described for survey purposes by a 1209,90 foot chord bearing South 13 degrees 30 minutes 00 seconds East and having as its end point an iron pin set South 20 degrees 47 minutes West 10.00 feet from the centerline of said branch; run thance South 20 degrees 47 minutes 00 seconds West 1122,00 feet to a point marked by an Iron pin found at the original corner common to Land Lots 39, 40, 47 and 48, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING.

-Continued-

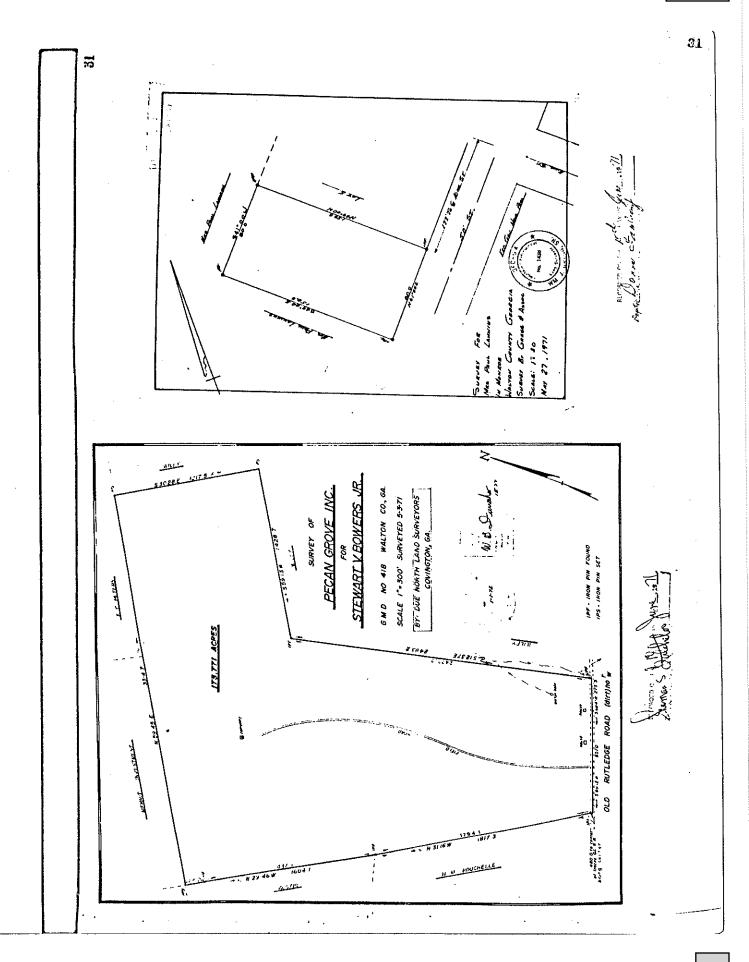


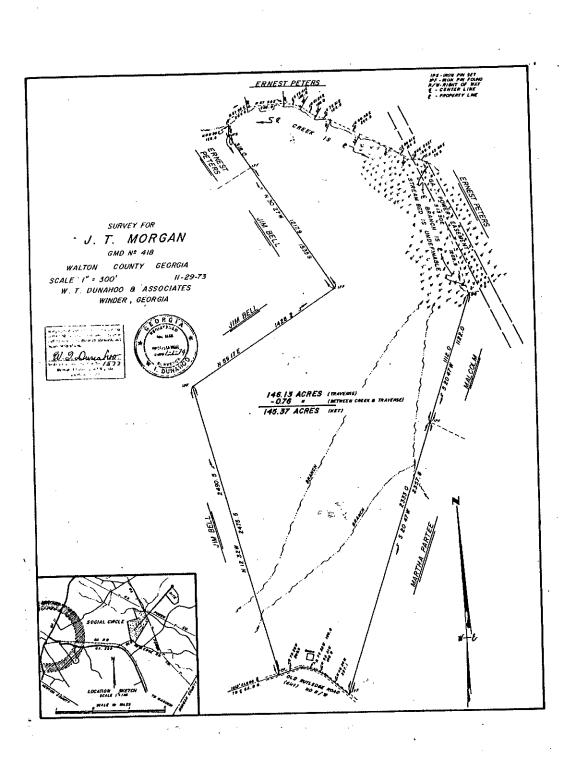
#### BK:5180 PG:224

Exhibit "A-1"









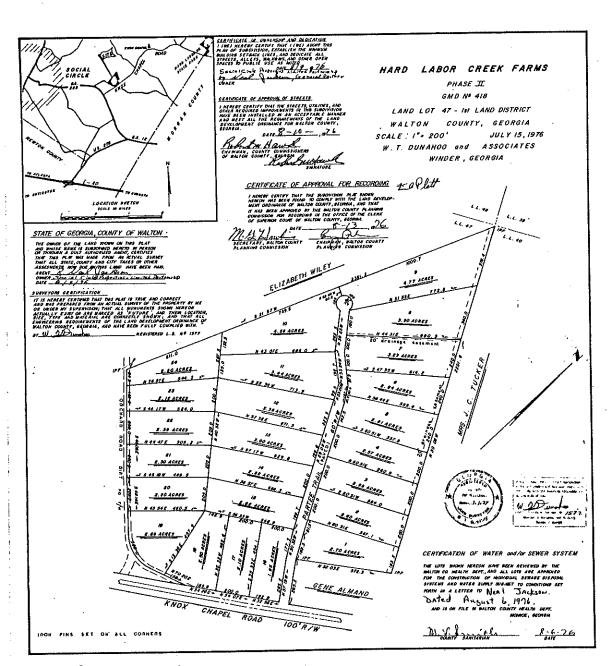
194

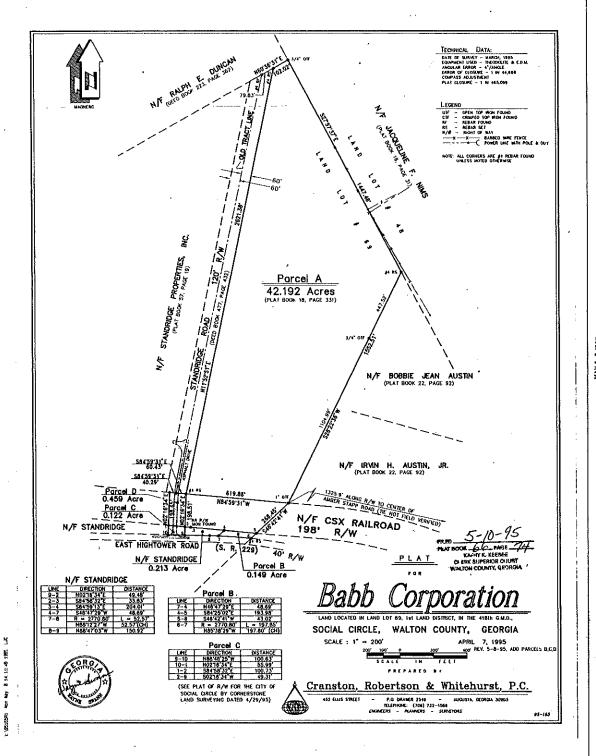
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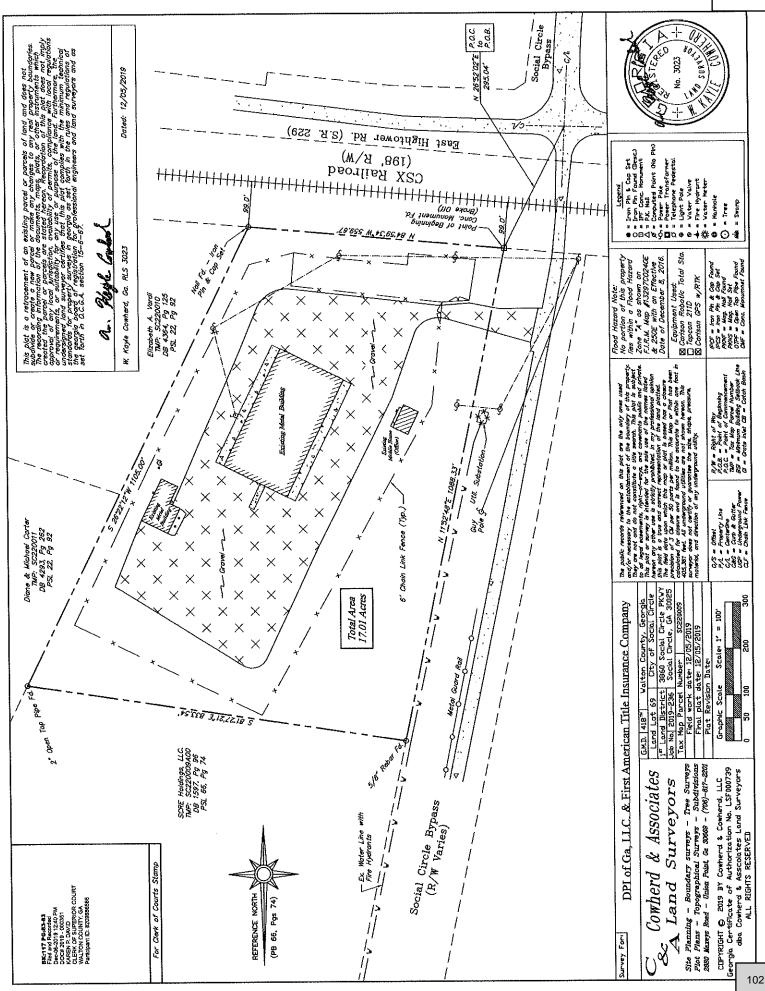
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TOP





101



#### Summary

Parcel Number

C1520001

Location Address

1705 AMBER STAPP STUDDARD RD

Legal Description 125.09AC

Class

(Note: Not to be used on legal documents) A5-Agricultural

(Note: This is for tax purposes only. Not to be used for zoning.)

Zoning

A1 WP2 Walton County (District 04)

Tax District Millage Rate

33.44

125.09

Neighborhood

Homestead Exemption

RURAL AREA 4-04000 (04000)

Landlot/District

No (S0) 48/1

View Map



#### Owner

ZMS LLC 2145 DULUTH HWY 120

SUITE A

**DULUTH, GA 30097** 

Skip to main content Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Open	Rural	1	2
Walton	COMPLY, GA	Rural	2	17.36
RUR	Woodland	Rural	5	34.38
RUR	Woodland	Rural	7	29.14
RUR	Open	Rural	4	2.53
RUR	Open	Rural	5	16.06
RUR	Open	Rural	6	14.94
RUR	Open	Rural	8	8.68

#### **Residential Improvement Information**

Style

Single Family

Heated Square Feet

3928 Stone

Exterior Walls Foundation

Masonry

**Basement Square Feet** 

1058 Unfinished

Year Built

1974

Roof Type

Composite Shingle Central Heat/AC

**Heating Type** 

Number Of Full Bathrooms **Number Of Half Bathrooms** 

\$184,300

Fireplaces\Appliances

Standard Fireplace 3

House Address

1705 AMBER STAPP STUDDARD RD

#### **Accessory Information**

Description	Year Built	Dimensions/Units	<b>Identical Units</b>	Value
Barn-Economy	2003	70×100/0	1	\$28,400
Shed	2003	25x100/0	1	\$5,800
SV/BLDG	1900	1x900/0	1	\$190
SV/BLDG	1900	1x1370/0	1	\$290

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	016 031	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	016 031	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
6/3/2005	2218 014	016 031	\$0	Unqualified - Improved	WILLIAMS MICHAEL D	BRITT DARRON P
12/6/1996	701 494	016 031	\$0	Fair Market - Improved	NIMS JACQUELINE F	WILLIAMS MICHAEL D
	217 553	016 031	\$0	Unqualified Sale		NIMS JACQUELINE F

103

#### **Valuation**

		2024	2023	2022	2021	2020
	Previous Value	\$1,153,380	\$1,021,180	\$825,980	\$932,880	\$879,080
	Land Value	\$988,400	\$939,200	\$878,600	\$683,400	\$592,700
+	Improvement Value	\$184,300	\$179,500	\$107,900	\$107,900	\$305,500
	Accessory Value	\$34,680	\$34,680	\$34,680	\$34,680	\$34,680
	Current Value	\$1,207,380	\$1,153,380	\$1,021,180	\$825,980	\$932,880
	10 Year Land Covenant (Agreement Year / Value)				2018/\$112,005	2018/\$108,818

#### **Photos**





**Sketches** 

#### Walton County, GA

#### Summary

Parcel Number **Location Address** Legal Description C1720027B00 PARTEE TRL 4.26AC

(Note: Not to be used on legal documents)

Class

R3-Residential

Zoning

(Note: This is for tax purposes only. Not to be used for zoning.) A1WP2

Tax District

Walton County (District 04)

Millage Rate

33.44 4.26

Acres Neighborhood

RURAL AREA 4-04000 (04000)

Homestead Exemption Landlot/District

No (S0)

#### View Map

#### Owner

ZMS LLC 2145 DULUTH HWY 120

**SUITE A** 

**DULUTH, GA 30097** 

#### **Rural Land**

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Rural Sm Tract	Rural	1	4.26

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	019091	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	019 091	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
12/16/1998	914 443	019 091	\$25,000	Land Market - Vacant	HAMES CLAUDE D JR ETAL	BRITT DARRON P

#### Valuation

	2024	2023	2022	2021	2020
Previous Value	\$92,800	\$83,200	\$64,700	\$56,100	\$52,100
Land Value	\$97,900	\$92,800	\$83,200	\$64,700	\$56,100
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$97,900	\$92,800	\$83,200	\$64,700	\$56,100

No data available for the following modules: 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

| User Privacy Policy | GDPR Privacy Notice Last Data Upload: 10/21/2024, 3:54:10 AM

Contact Us



Skip to main content

#### Summary

Walter punt (17204)
Recation Address Unit (172004)
Recation Address Unit (172004)

Legal Description

145.02AC

(Note: Not to be used on legal documents)

Class

Zoning

A5-Agricultural (Note: This is for tax purposes only. Not to be used for zoning.)

Tax District

A1WP2

Millage Rate

Walton County (District 04) 33.44

145.02

Neighborhood

RURAL AREA 4-04000 (04000)

Homestead Exemption Landlot/District

No (SO) 48/1

#### View Map

#### Owner

**ZMS LLC** 

2145 DULUTH HWY 120

**SUITE A** 

**DULUTH, GA 30097** 

#### **Rural Land**

Туре	Description	Calculation Method	Soil Productivity	Acres
RUR	Open	Rural	2	9.2
RUR	Open	Rural	4	7.44
RUR	Open	Rural	6	11.36
RUR	Woodland	Rural	2	28.52
RUR	Woodland	Rural	5	30.84
RUR	Woodland	Rural	7	57.66

#### **Accessory Information**

Description	Year Built	Dimensions/Units	Identical Units	Value
Utility Building	1995	10x12/0	1	\$390

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	017 194	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	017 194	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
7/9/1997	752 398	017 194	\$105,894	Land Market - Vacant	GRAYMONT CORPORATION	BRITT DARRON P
11/11/1996	698 300	017 194	\$261,036	Land Market - Vacant	FAIN JOHN M &	GRAYMONT CORPORATION
12/13/1994	563 054	017 194	\$0	Unqualified - Vacant		FAIN JOHN M &

#### Valuation

Year / Value)

		2024	2023	2022	2021	2020
	Previous Value	\$1,129,490	\$1,056,690	\$821,990	\$712,990	\$661,890
	Land Value	\$1,189,700	\$1,129,100	\$1,056,300	\$821,600	\$712,600
+	Improvement Value	\$0	\$0	\$0	\$0	\$0
+	Accessory Value	\$390	\$390	\$390	\$390	\$390
=	Current Value	\$1,190,090	\$1,129,490	\$1,056,690	\$821,990	\$712,990
	10 Year Land Covenant (Agreement				2018/\$117,070	2018/\$113,721

No data available for the following modules: Land, Residential Improvement Information, Commercial Improvement Information, Manufactured Homes, 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: 10/21/2024, 3:54:10 AM

Contact Us







# **EXHIBIT**

"C"



166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

#### REZONE APPLICATION

Evidence of a Pre-Application Meeting Schedule a Pre-Application Meeting.



Signed Pre-Application Meeting Notes

Property Owner Authorization



Property Owner Authorization Letter

Site Plan, if applicable.



Site Plan

Letter of Intent



Letter of Intent

Typed Legal Metes and Bounds or Recorded Deed



Typed Legal Metes and Bounds / Recorded Deed

Existing Site Resources Map, showing changes in elevation, topographical conditions, and existing structures upon the tract or Recorded Plat



Existing Site Resources Map / Recorded Plat

Traffic Study. Only for projects with an estimated ADT of 1,000 or more trips as estimated by the area dedicated to each land use.



Traffic Study

Community Meeting Report, submitted at least 7 days prior to the first scheduled public hearing and shall include a copy of any mailers sent to the community, if any of the following apply:

- a. Request is for a more intensive use and/or zoning district;
- b. Request impacts 16 or more single-family residential;
- c. Request impacts more than five (5) acres; or
- d. As determined necessary by the Community Development Director



166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

#### APPLICANT INFORMATION

Name: Sailfish Investors Acquisitions LLC
Address: 13280 Machiavelli Way
Phone Number: 6172403700 Email: ryan@sailfishinvestors.com
Applicant is the O Owner's Agent O Property Owner Owner Contract Purchaser
O Other:
PROPERTY OWNER INFORMATION (if different than the applicant)
Name:
Address: 2145 Duluth Hwy, Ste A, Duluth, GA 30097
Phone Number: 6786658928 Email: aziz@premierpetroleum.com
Who will be the main point of contact for this application?
• Applicant



166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

#### SUBJECT PROPERTY INFORMATION

Location / Address of the Subject Property:

C152000000001000, C172000000041000, C172000000027B00, and C15200010DP consisting of approximately 322 acres, (collectively, the "Property")
Tax Parcel ID: Sewage Disposal: O Septic Public Sewer
Council District 2
Current Zoning District: AG - Agricultural District
Proposed Zoning District: LI - Light Industrial
Proposed Overlay (if applicable): No Additional Overlay
Current Future Land Use Character Area: Industrial Character Area
Is the request consistent with the Future Land Use Character Area? • Yes O No
If no, state the proposed Future Land Use Map Character Area:
Briefly describe the request:
The Applicant and Owner seek to rezone the Property located off Social Circle Bypass and Amber Stapp Studdard Road, from Agricultural (Ag") to Light Industrial ("LI"). The aim is to

establish an industrial campus focused on data center facilities and associated public utilities, including electric, water, and sewer services, along with accessory uses.



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#### REVIEW STANDARDS (SECTION 13.5.8 OF THE UNIFIED

#### **DEVELOPMENT CODE)**

Please answer the following questions to the best of your ability.

#### A. Suitability and Community Need

1. Is the range of uses permitted by the proposed zoning district more suitable than the range of uses that is permitted by the current zoning district?

Yes. The current zoning does not support the proposed land use of data center. The future land use code for City of Social Circle is "industrial character area" aligns with the rezoning request to Light Industrial.

2. Does the proposed zoning district address a specific need in the County or City?

Yes, it provides an additional diverse revenue stream for the city tax base.

#### B. Compatibility

- 1. Does the proposed zoning adversely affect the existing us or usability of adjacent or nearby properties?
  - No.
- 2. Is the proposed use compatible with the present zoning pattern and conforming uses of nearby property and the character of the surrounding area?

Yes. The future land use code for this area within the City of Social Circle is "industrial character area" which aligns with the rezoning request to Light Industrial.



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3. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

The property has remained vacant for nearly 50 years. The development of a modern data center will provide a high tax base for the city while keeping traffic and school board growth low. Data centers also offer high wage positions for the local job force.

C. Consistency

1. Is the zoning proposal in conformity with the policy and intent of the Comprehensive Plan and other adopted plans, such as a redevelopment plan or small area plan?

Yes. The property to be rezoned will be located in the industrial character area according to the Social Circle Comprehensive Plan.

#### D. Reasonable Use

1. Does the property to be affected by the zoning proposal have a reasonable use as currently zoned?

One of the parcels is zoned Light Industrial, while the rest are Agricultural. A reasonable use of the property under light industrial zoning is the special use of data center. The current zoning could not support reasonable uses in accordance with the future land use plan of City of Social Circle.

**E. Adequate Public Services** 

1. Are there adequate school, public safety and emergency facilities, road, ingress and egress, parks, wastewater treatment, water supply, and stormwater drainage facilities available for the uses and densities that are permitted within the zoning district?

Data centers do not require significant public service needs outside of electric service which will be provided by either Walton EMC or Georgia Power. It is our understanding that the City is making investments to upgrade water and wastewater infrastructure in this area which could be utilized to provide additional capacity to these parcels.



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#### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

This application filed for action by the Planning Commission and Mayor and Council for zoning action requiring a public hearing on property address:

Parcel Numbers C152000000001000, C172000000041000, C172000000027B00, C15200010DP, and SC220009A00 of the County of Walton, State of Georgia

The applicant has complied with O.C.G.A. Section 36-67A-1, et. Seq., Conflict of Interest in Zoning Actions, and has been submitted the required information on this form as provided.

All individuals, business entities, or other organizations\* having a property or other interest in said property subject of this application are as follows:

Sailfish Investors Acquisitions LLC (Applicant); ZMS LLC (Owner)

Have you as the applicant, agent for applicant, or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the City of Social Circle Mayor and Council or the City of Social Circle Planning Commission? O Yes 

No

If YES, please complete the following section (attach additional sheets if necessary):

Contributions (List all	Date of Contribution
which aggregate to \$250	(within last 2 years)
or more)	
	which aggregate to \$250

<sup>\*</sup> Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust. While other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church foundation, club, charitable organization, or educational organization.



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I do hereby certify that the information provided herein is both complete and accurate to the best of my knowledge. I agree to electronically sign this application.

Ryan Hughes (Nov 4, 2024 12:00 EST)	Nov 4, 2024		
Applicant Signature	Date		

#### **OFFICE USE ONLY**

Case Number: REZ-2024-009 Date of Application Review: 11/4/2024

Date of Planning Commission Meeting: 12/19/2024

Date of Mayor and Council Meeting: 01/21/2025

C.E.



166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

## PRE-APPLICATION MEETING NOTES ZONING APPLICATION

Date of Meeting:
Applicant Name: Scott Greene
Applicant E-mail: greene.s@tandh.com
Subject Property Address: 0 Social Circle Pkwy
Future Land Use Character Area: Industrial Character Area
Current Zoning: AG - Agricultural District
Will a Special Use be needed? ✓ Yes ☐ No
Will a Future Land Use Map Amendment be needed? ✓ Yes □ No
If yes, what is the Character Area needed to meet this request? Industrial Character Area
Will a Variance be needed? ☐ Yes ☑ No
If yes, which Code Section will the applicant need a Variance from?
Briefly describe the request: The applicant would like to annex in the property and rezone for a data center.
Staff Notes: Recommended rezoning to light industrial with a special use for the data center, and a future land use map amendment because of the annexation. The special use application is separate from the rezone application. THIS WILL SERVE AS THE PRE-APP MEETING NOTES FOR ALL APPLICATIONS.
The undersigned have attended the Pre-Application Meeting to discuss next steps and procedures regarding a zoning application. This signed document shall be included with the zoning application.  Scott Greene  Applicant Signature: Scott Greene (Oct 31, 2024 13:26 EDT)  Date: Oct 31, 2024
Staff Signature: Date: Oct 31, 2024
Community Development Director

"Georgia's Greatest Little Town" Pre-Application Meeting Notes – Zoning Application

# Pre-Application Meeting Notes - Zoning Application

Final Audit Report

2024-10-31

Created:

2024-10-31

Ву:

Ashley Davis (adavis@socialcirclega.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAA5U6OTz8XPKPQiYeolfgShAX4IDwsl1La

#### "Pre-Application Meeting Notes - Zoning Application" History

- Document created by Ashley Davis (adavis@socialcirclega.gov) 2024-10-31 5:15:14 PM GMT
- Document emailed to greene.s@tandh.com for signature 2024-10-31 5:16:47 PM GMT
- Email viewed by greene.s@tandh.com 2024-10-31 5:17:12 PM GMT
- Signer greene.s@tandh.com entered name at signing as Scott Greene 2024-10-31 5:26:19 PM GMT
- Document e-signed by Scott Greene (greene.s@tandh.com) Signature Date: 2024-10-31 - 5:26:21 PM GMT - Time Source: server
- Document emailed to Ashley Davis (adavis@socialcirclega.gov) for signature 2024-10-31 5:26:23 PM GMT
- Email viewed by Ashley Davis (adavis@socialcirclega.gov) 2024-10-31 5:29:55 PM GMT
- Document e-signed by Ashley Davis (adavis@socialcirclega.gov)
  Signature Date: 2024-10-31 5:30:06 PM GMT Time Source: server
- Agreement completed. 2024-10-31 - 5:30:06 PM GMT



November, 2024

#### LETTER OF OWNERSHIP GRANTING AUTHORIZATION TO ACT

The undersigned, Aziz Dhanani, being the authorized signatory of ZMS, LLC, owner of premises known as Parcel Numbers C15200000001000, C172000000041000, C17200000027B00, C15200010DP, and SC220009A00 of the County of Walton, State of Georgia, hereby authorize Sailfish Investors Acquisitions, LLC to proceed with rezoning, future land use map amendment application, annexation, and special use application of aforesaid premises.

	11/01/24
Signature	Date
Member	
Address	
Sworn to before me this 1 day of November 2	2024

## Authorization Letter\_ZMS LLC

Final Audit Report

2024-11-01

Created:

2024-11-01

By:

Ryan Hughes (ryan@sailfishinvestors.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAASRdJTidLgoyp5RzKIFCBWR7ZIPwfRq3Y

#### "Authorization Letter\_ZMS LLC" History

- Document created by Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-01 5:11:36 PM GMT
- Document emailed to Aziz Dhanani (aziz@premierpetroleum.com) for signature 2024-11-01 5:11:39 PM GMT
- Email viewed by Aziz Dhanani (aziz@premierpetroleum.com) 2024-11-01 5:45:26 PM GMT
- Document e-signed by Aziz Dhanani (aziz@premierpetroleum.com)
  Signature Date: 2024-11-01 5:47:23 PM GMT Time Source: server
- Agreement completed. 2024-11-01 - 5:47:23 PM GMT



#### **REZONING LETTER OF INTENT**

Owner:

ZMS, LLC

2145 Duluth Hwy, Ste A Duluth Georgia, 30097

678 665 8928

Applicant:

Sailfish Investors Acquistions, LLC

13280 Machiavelli Way, Palm Beach Gardens, Florida, 33418

617 240 3700

Ryan@Sailfishinvestors.com

Project Name:

Project Sailfish

Property:

Walton County Tax Parcels C15200000001000, C172000000041000,

C172000000027B00, and C15200010DP consisting of approximately 322

acres, (collectively, the "Property")

Rezoning Request:

Rezoning from Agricultural ("Ag") to Light Industrial ("LI")

Date:

November 4, 2024

The Applicant and Owner have a joint proposal to rezone the Property located off Social Circle Bypass and Amber Stapp Studdard Road, from Agricultural (Ag") to Light Industrial ("LI"). The aim is to establish an industrial campus focused on data center facilities and associated public utilities, including electric, water, and sewer services, along with accessory uses.

Specifically, the envisioned Project encompasses the development of a data center and its related infrastructure, such as electric substations, transmission lines, and distribution facilities. The plan also includes public water and sewer utilities, as well as accessory structures. The projected data center space is approximately 4 million square feet, as outlined in the Site Plan.

The Property will be allocated solely for data center and Electric Utility Uses, along with accessory structures essential for their operations. These accessories encompass various components like air handlers, power generators, water cooling, storage facilities, and water storage tanks, among others, necessary to support the primary functions.

The Project is anticipated to create new technical skilled jobs and is expected to have minimal effects on existing infrastructure like schools and parks.

The Applicant will collaborate with wither Georgia Power or Walton EMC to develop of an electrical substation and associated equipment within the parcel. The electrical substation and the

associated equipment will be built on approximately 10 acres with plans to enclose these facilities with security fencing and will not add additional access points nor traffic to the site.

The Property currently comprises open farm fields with natural features like wetlands and two ponds located near the northern and southern property boundaries. The Project design aims to preserve the natural topography and vegetation to minimize adverse environmental impacts. Wetlands impacts remain under the nationwide limits established by the Army Corp of Engineers.

It is anticipated that an application for impervious surface ratio variance will be submitted after rezoning approval has been achieved. The current impervious surface ratio maximum is 25%. An impervious surface ratio closer to 30% may be required to support the current site plan.

Access to the site will primarily be from Social Circle Bypass, with a secondary emergency access point located off Amber Stapp Studdard Road. Primary Site access to Social Circle Bypass will be coordinated and permitted through GDOT. Emergency access point driveway at Amber Stapp Studdard Road will be coordinated and permitted through Walton County. The Project's development will involve extending water and sewer services, following guidance received from City of Social Circle Water Authority.

Construction of the Project is expected to occur in phases over several years, with an emphasis on local hiring and collaboration with city and county authorities to address environmental and traffic concerns.

In summary, the proposed Project seeks to transform the Property into a modern data center campus while adhering to zoning regulations and minimizing impacts on the surrounding community and environment.

BK:5180 PG:221-224

Filed and Recorded
Jul-22-2022 12:00 AM
DOC# 2022 - 011457
Real Estate Transfer Tax
Paid: \$ 0.00
1472022003644
KAREN P. DAVID
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA
Participant ID: 1433177263

Walton County Tax Parcel No.: (i) SC220-00000-009-A00;

(ii) C1520-00000-001-00; (iii) C1520-00000-001-0DP; (iv) C1720-00000-027-B00; and (v) C1720-00000-041-000.

STATE OF GEORGIA COUNTY OF GWINNETT Please Return to:

Mills & Hoopes, LLC 1550 North Brown Rd, Ste. 130 Lawrenceville, Georgia 30043

#### LIMITED WARRANTY DEED

THIS INDENTURE is made effective the 30th day of June, 2022, by and between CUMMING INVESTMENTS INC., a Georgia corporation (hereinafter referred to as the "Grantor"), and ZMS, LLC, a Georgia limited liability company (hereinafter referred to as the "Grantee").

#### WITNESSETH:

THAT Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise and convey to Grantee, its successors and assigns, all the right, title, interest, claim, or demand which Grantor has or may have had in and to the 344.24 +/- acres located at 1599, 1677, and 1705 Amber Stapp Studdard Road, Social Circle, Georgia 30025 (the "Property"), being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property together with all singular rights, members and appurtenances thereof, unto the Grantee, its successors and assigns, IN FEE SIMPLE, and Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons by, through or under Grantor.

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

Signed, sealed and delivered

in the presence of:

Notary Public

GRANTOR:

CUMMING INVESTMENTS INC.

By: Aziz Dhanani

Its: CEO

(Corporate Seal)

#### Exhibit "A" - Legal description

#### TRACT 1:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Social Circle, located in Land Lot 69 of the 1st Land District, 418th G.M.D., being designated as "Parcel A-2", containing 22.25 acres, more or less, according to a survey entitled, "Plat for SCRE Holdings, LLC," dated April 7, 1995, prepared by Cranston, Robertson & Whitehurst, P.C., certified by John Thomas Attaway, Georgia Registered Land Surveyor No. 2612. Reference to sald survey is hereby made and the same is incorporated herein and attached hereto as Exhibit "A-1" for a more complete description of the property conveyed.

#### TRACT 2:

ALL THAT TRACT or parcel of land lying and being in Land Lots 47 and 48, 1st Land District, Walton County, Georgia (also being located in Social Circle District, G.M.D. 418) containing 172.556 acres, and more particularly described according to said plat as follows:

TO LOCATE THE TRUE PLACE OR POINT OF BEGINNING, begin at a point in the center of Amber Stapp Studdard Road, a/k/a Old Rutledge Road, (having a 70-foot right of way) located 480 feet northeast as measured along the centerline of said road from its intersection with the centerline of Georgia Railroad; run thence North 31 degrees 16 minutes 00 seconds West 35 feet, more or less, to a point marked by a 1/2" iron pipe set on the northwest line of Amber Stapp Studdard Road, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING; from said beginning point as thus established, run thence North 29 degrees 46 minutes 00 seconds West a distance of 1604.10 feet to a point marked by a 1/2" pipe found; run thence North 59 degrees 48 minutes 00 seconds East 3315.48 feet to a point marked by a 1/2" pipe set; run thence South 30 degrees 23 minutes 45 seconds East 1217.15 feet to a point marked by a 1/2" pipe found; run thence South 59 degrees 78 minutes 70 seconds West 1427.98 feet to a point marked by a 1-1/2" bar found; run thence South 12 degrees 31 minutes 40 seconds East 2455.52 feet to a point marked by a 1/2" pipe set on the northwest right of way line of Amber Stapp Studdard Road; run thence along said right of way line South 72 degrees 26 minutes 30 seconds West 233.71 feet to a point, South 69 degrees 20 minutes 27 seconds West 516.43 feet to a point, and South 69 degrees 58 minutes 00 seconds West 389.70 feet to a point marked by a 1/2" iron pipe set, which is the place or point of beginning.

-Continued-



BK:5180 PG:223

#### Exhibit "A" - Legal description (Continued)

TRACT 3:

All that tract or parcel of land lying and being in Land Lot 47 of the First Land District, Social Circle G.M.D., No. 418, Walton County, Georgia, being designated as Lot 10 of Hard Labor Creek Farms Division, containing 4.26 acres, more or less, as more particularly shown on plat of survey dated July 15, 1976, certified by W.T. Dunahoo, Ga. R.L.S. No. 1577, which is recorded at Plat Book 19, page 91, Walton County Records. Said plat of survey and the record thereof are incorporated herein by reference for a more complete description of the subject property.

TRACT 4:

ALL THAT TRACT or percei of land lying and being in Land Lots 39, 47 and 48, 1st Land District, Social Circle G.M.D. 418, Walton County, Georgia, containing 145,020 acres according to a Plat of Survey by Kenneth C. Sims, Georgia Registered Land Surveyor No. 1763, dated November 7, 1996, and more particularly described as follows:

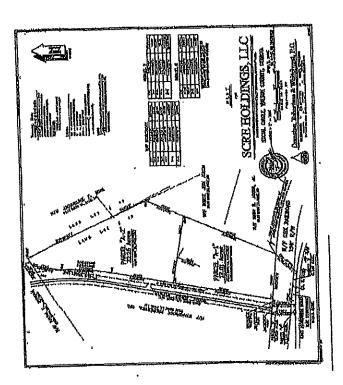
BEGINNING at a point marked by an iron pin found at the original corner common to Land Lots 39, 40, 47 and 48 of the 1st Land District, Walton County, Georgia; run thence along the line of properly now or formerly owned by Hard Labor Creek Farms South 20 degrees 47 minutes 00 seconds West 2309.20 feet to a point on the northeast right of way line of Amber Stapp Studdard Road (70-foot right of way); run thence along said right of way line North 47 degrees 27 minutes 00 seconds West 281.17 feet to a point, North 64 degrees 36 minutes 48 seconds West 106.48 feet to a point, North 86 degrees 12 minutes 30 seconds West 97.58 feet to a point, and South 77 degrees 14 minutes 45 seconds West 184,14 feet to an Iron pln set; thence leaving said right of way line, run North 12 degrees 31 minutes 40 seconds West 2455.52 feet to a point marked by an Iron pin found; run thence North 59 degrees 18 minutes 10 seconds East 1427.98 feet to a point marked by an Iron pin found; run thence North 30 degrees 23 minutes 45 seconds West 1217.15 feet to a point; run thence North 30 degrees 23 minutes 45 seconds West 318,00 feet to a point; run thence North 00 degrees 34 minutes 48 seconds East 81.90 feet, more or less, to a point; thence North 00 degrees 34 minutes 48 seconds East 57.00 feet, more or less, to a point located in the center line of a creek (said point being herein designated Point "A"); thence in a northeasterly, southeasterly, easterly and northeasterly direction along the centerline of said creek a distance of 1789.8 feet, more or less to a point (said point being herein designated Point "B") (the distance between Point A and Point B being described for survey purposes only by a traverse line having a point of beginning located North 00 degrees 30 minutes West 39.9 feet from Point A and having the following courses and distances: North 57 degrees 33 minutes 10 seconds East 236,00 feet to a point; North 87 degrees 50 minutes 00 seconds East 288,00 feet to a point; South 75 degrees 41 minutes 00 seconds East 135,00 feet to a point; South 51 degrees 24 minutes 00 seconds East 150.00 feet to a point; South 72 degrees 51 minutes 00 seconds East 124,00 feet to a point; South 60 degrees 40 minutes 00 seconds East 564.00 feet to a point; South 30 degrees 01 minutes 00 seconds East 154.20 feet to a point; due East 100.00 feet to a point, and North 65 degrees Q0 minutes 00 seconds East 70,00 feet to a point in the center of a branch; run thence along the center line of said branch 1209,90 feet, more or less (said distance being described for survey purposes by a 1209,90 foot chord bearing South 13 degrees 30 minutes 00 seconds East and having as its end point an iron pin set South 20 degrees 47 minutes West 10.00 feet from the centerline of said branch; run thence South 20 degrees 47 minutes 00 seconds West 1122,00 feet to a point marked by an Iron pin found at the original corner common to Land Lots 39, 40, 47 and 48, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING.

-Continued-

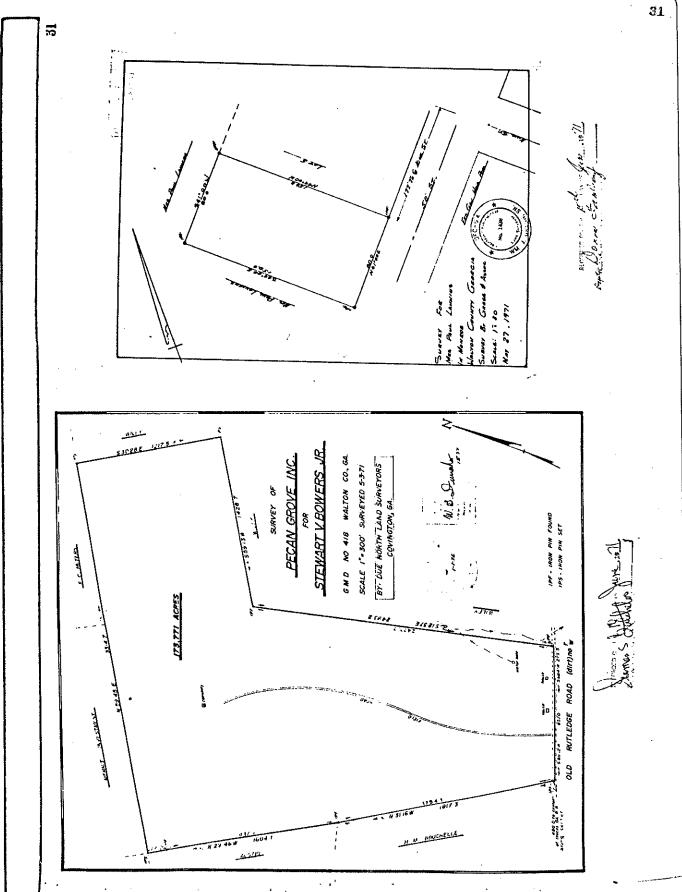


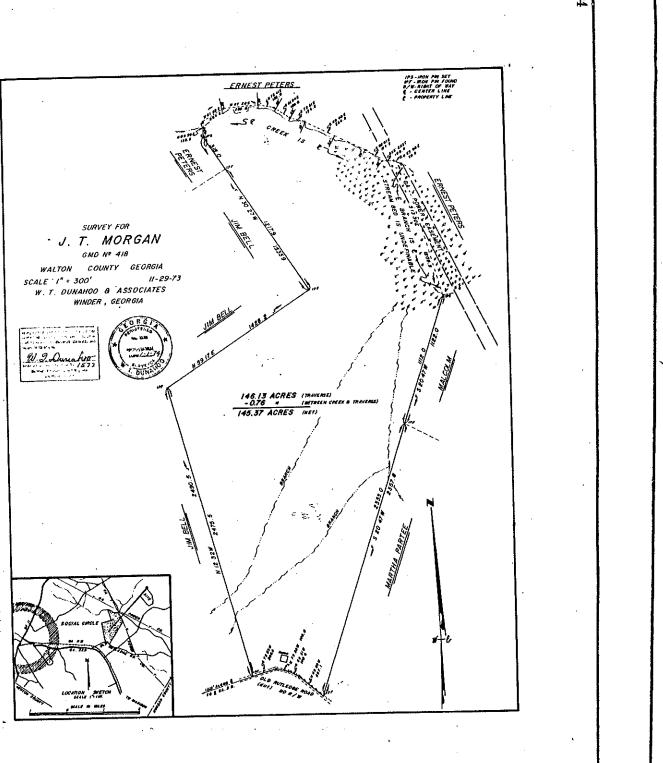
#### BK:5180 PG:224

Exhibit "A-1"









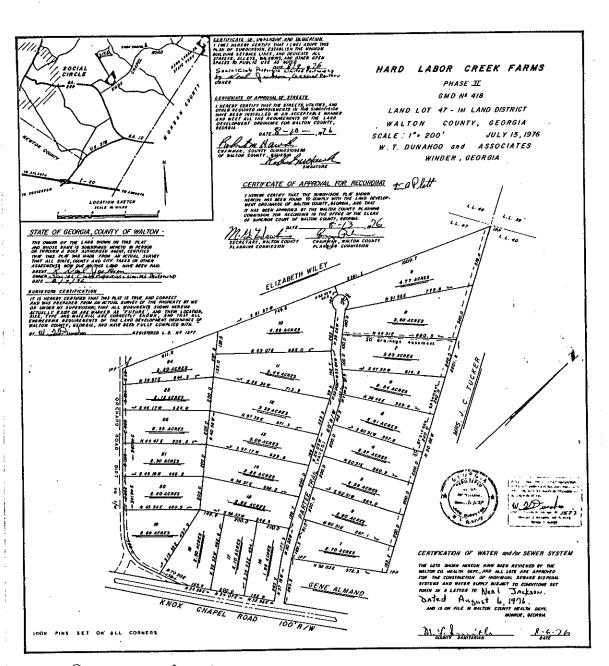
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#### Summary

Parcel Number

C1520001

**Location Address** 

1705 AMBER STAPP STUDDARD RD

**Legal Description** 

125.09AC

(Note: Not to be used on legal documents)

Class

A5-Agricultural

Zoning

(Note: This is for tax purposes only. Not to be used for zoning.)

Tax District

A1 WP2

Millage Rate

Walton County (District 04)

Acres

33.44

Neighborhood

125.09

**Homestead Exemption** 

RURAL AREA 4-04000 (04000) No (S0)

Landlot/District

48/1

View Map



#### Owner

ZMS LLC 2145 DULUTH HWY 120

**SUITE A** 

**DULUTH, GA 30097** 

Skip to main content Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Open	Rural	1	2
Walton	COMPLY, GA	Rural	2	17.36
RUR	Woodland	Rural	5	34.38
RUR	Woodland	Rural	7	29.14
RUR	Open	Rural	4	2.53
RUR	Open	Rural	5	16.06
RUR	Open	Rural	6	14.94
RUR	Open	Rural	8	8.68

#### **Residential Improvement Information**

Style **Heated Square Feet**  Single Family

Exterior Walls

3928 Stone

Foundation

Masonry

Basement Square Feet

1058 Unfinished

Year Built

1974

Roof Type

Composite Shingle

Heating Type Number Of Full Bathrooms

Central Heat/AC

Number Of Half Bathrooms

\$184,300

Value Fireplaces\Appliances

Standard Fireplace 3

**House Address** 

1705 AMBER STAPP STUDDARD RD

#### **Accessory Information**

Description Year Built Dimensions/Units		Year Built Dimensions/Units Identical Units		Value	
Barn-Economy	2003	70x100/0	1	\$28,400	
Shed	2003	25x100/0	1	\$5,800	
SV/BLDG	1900	1x900/0	1	\$190	
SV/BLDG	1900	1x1370/0	1	\$290	

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	016 031	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	016 031	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
6/3/2005	2218 014	016 031	\$0	Unqualified - Improved	WILLIAMS MICHAEL D	BRITT DARRON P
12/6/1996	701 494	016 031	\$0	Fair Market - Improved	NIMS JACQUELINE F	WILLIAMS MICHAEL D
	217 553	016 031	\$0	Unqualified Sale		NIMS JACQUELINE F

#### Valuation

	2024	2023	2022	2021	2020
Previous Value	\$1,153,380	\$1,021,180	\$825,980	\$932,880	\$879,080
Land Value	\$988,400	\$939,200	\$878,600	\$683,400	\$592,700
+ Improvement Value	\$184,300	\$179,500	\$107,900	\$107,900	\$305,500
+ Accessory Value	\$34,680	\$34,680	\$34,680	\$34,680	\$34,680
= Current Value	\$1,207,380	\$1,153,380	\$1,021,180	\$825,980	\$932,880
10 Year Land Covenant (Agreement Year / Value)				2018/\$112,005	2018/\$108,818

#### **Photos**





**Sketches** 

#### Walton County, GA

#### Summary

Parcel Number C1720027B00 **Location Address** Legal Description

PARTEE TRL 4.26AC

(Note: Not to be used on legal documents)

Class

R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)

Zoning

Tax District

Walton County (District 04)

Millage Rate Acres

33.44 4.26

Neighborhood

RURAL AREA 4-04000 (04000) No (S0)

Homestead Exemption Landlot/District

#### View Map

#### Owner

ZMS LLC 2145 DULUTH HWY 120

**SUITE A** 

**DULUTH, GA 30097** 

#### **Rural Land**

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Rural Sm Tract	Rural	1	4.26

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	019 091	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	019 091	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
12/16/1998	914 443	019 091	\$25,000	Land Market - Vacant	HAMES CLAUDE D JR ETAL	BRITT DARRON P

#### Valuation

	2024	2023	2022	2021	2020
Previous Value	\$92,800	\$83,200	\$64,700	\$56,100	\$52,100
Land Value	\$97,900	\$92,800	\$83,200	\$64,700	\$56,100
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$97,900	\$92,800	\$83,200	\$64,700	\$56,100

No data available for the following modules: 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.

Contact Us

Developed by SCHNEIDER

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Skip to main content

#### Summary

Western House Ount 17204

Legal Description

145.02AC

(Note: Not to be used on legal documents)

A5-Agricultural

(Note: This is for tax purposes only. Not to be used for zoning.)

Zoning

A1WP2 Walton County (District 04)

**Tax District** 

Millage Rate Acres

33.44

Neighborhood

145.02

Homestead Exemption

RURAL AREA 4-04000 (04000)

Landlot/District

No (SO) 48/1

View Map

#### Owner

**ZMS LLC** 

2145 DULUTH HWY 120 **SUITE A DULUTH, GA 30097** 

#### **Rural Land**

Description	Calculation Method	Soil Productivity	Acres
i	Rural	2	9.2
	Rural	4	7.44
		6	11.36
		2	28.52
		5	30.84
		7	57.66
	Description Open Open Open Woodland Woodland Woodland	Open Rural Open Rural Open Rural Woodland Rural Woodland Rural	Open         Rural         2           Open         Rural         4           Open         Rural         6           Woodland         Rural         2           Woodland         Rural         5           Woodland         Rural         5

#### **Accessory Information**

Description	Year Built	Dimensions/Units	Identical Units	Value
Utility Building	1995	10x12/0	1	\$390

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	017 194	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	017 194	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
7/9/1997	752 398	017 194	\$105,894	Land Market - Vacant	GRAYMONT CORPORATION	BRITT DARRON P
11/11/1996	698 300	017 194	\$261,036	Land Market - Vacant	FAIN JOHN M &	GRAYMONT CORPORATION
12/13/1994	563 054	017 194	\$0	Unqualified - Vacant		FAIN JOHN M &

#### Valuation

Year / Value)

		2024	2023	2022	2021	2020
	Previous Value	\$1,129,490	\$1,056,690	\$821,990	\$712,990	\$661,890
_	Land Value	\$1,189,700	\$1,129,100	\$1,056,300	\$821,600	\$712,600
+	Improvement Value	\$0	\$0	\$0	\$0	\$0
+	Accessory Value	\$390	\$390	\$390	\$390	\$390
_	Current Value	\$1,190,090	\$1,129,490	\$1,056,690	\$821,990	\$712,990
	10 Year Land Covenant (Agreement		84		2018/\$117,070	2018/\$113,721

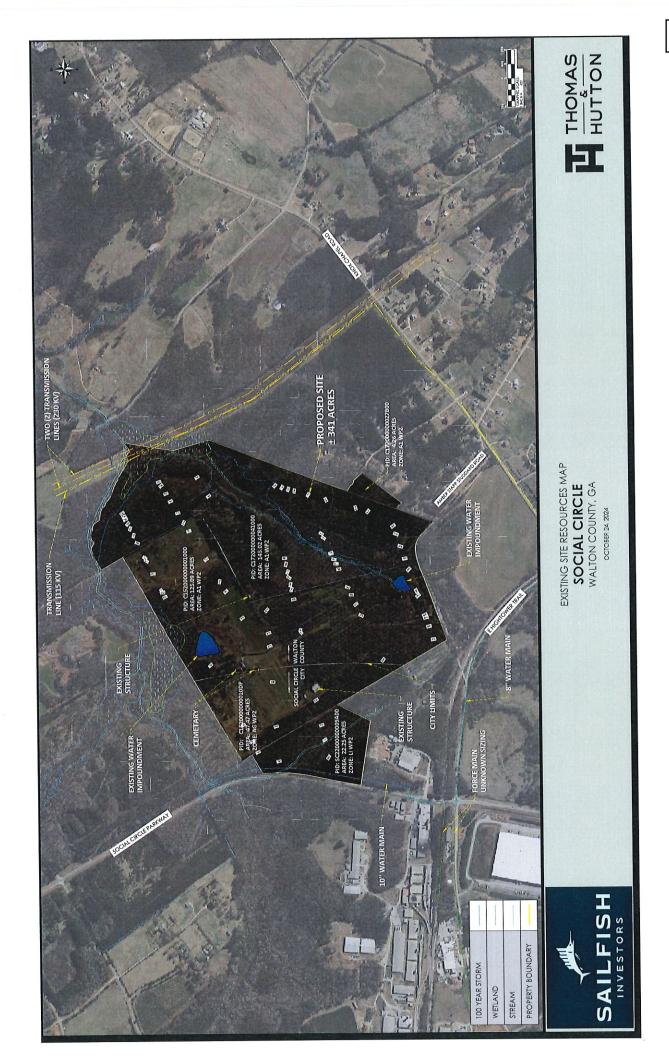
No data available for the following modules: Land, Residential Improvement Information, Commercial Improvement Information, Manufactured Homes, Prebill Mobile Homes, Permits, Photos, Sketches.

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: 10/21/2024, 3:54:10 AM

Contact Us





# A&R Engineering, Inc.

#### Memorandum

To:

Scott Greene, PE.

Thomas & Hutton.

From:

Abdul Amer, PE

Date:

November 1, 2024

Subject:

Trip Generation Memorandum for proposed Data Center on Social Circle Parkway, City

of Social Circle, Georgia | A&R 24-218

The purpose of this memorandum is to estimate the trip generation that will result from the proposed Data Center development on SR 11 (Social Circle Parkway), in the City of Social Circle, Georgia. The proposed development will consist of four data center buildings with a combined total of 1,786,832 SF. The proposed development will have one full access driveway on Social Circle Parkway and a secondary access driveway on Amber Strapp Studdard road. The planned location of the development is shown below.





#### **METHODOLOGY**

Trip generation estimates for the project were based on the rates and equations published in the 11<sup>th</sup> edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation referenced is based on the ITE land use category *160 – Data Center*.

<u>Land Use: 160 – Data Center:</u> A data center is a free-standing warehouse type of facility that is primarily used for off-site storage of computer systems and associated components including applications and secure data. Some data centers may include maintenance areas and a small office. Data centers may be occupied by single or multiple tenants. Data centers typically have a small number of employees and visitors.

#### TRIP GENERATION

The projected ITE site-generated volumes for the proposed development are shown in Table 1 below.

TABLE	1 - TRIP GE	NERATIO	ON FOR	PROPO	SED DE	VELOPA	MENT	
		AM Peak Hour		PM Peak Hour		24 Hour		
Land Use	Size	Enter	Exit	Total	Enter	Exit	Total	Two-Way
ITE 160 – Data Center		125	102	227	57	134	191	1,769
Total Trips	1,786,832 SF	125	102	227	57	134	191	1,769

Based on the trip generation rates published in the Institute of Transportation Engineers Trip Generation Manual, 11<sup>th</sup> edition, the proposed data center development will generate 227 new external two-way trips in the AM peak hour, 191 new external two-way trips in the PM peak hour, and 1,769 new external two-way trips in a 24-hour duration.

### **Rezone Application**

Final Audit Report

2024-11-04

Created:

2024-11-04

By:

Ashley Davis (adavis@socialcirclega.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAADwZUKrn4OMT-jLsFmObLdv\_oFerK52XU

#### "Rezone Application" History

Web Form created by Ashley Davis (adavis@socialcirclega.gov) 2023-07-21 - 12:25:25 PM GMT

- Ryan Hughes (ryan@sailfishinvestors.com) uploaded the following supporting documents:
  - Signed Pre-Application Meeting Notes
  - Property Owner Authorization Letter
  - Site Plan
  - Letter of Intent
  - Typed Legal Metes and Bounds / Recorded Deed
  - Existing Site Resources Map / Recorded Plat
  - Traffic Study

2024-11-04 - 5:00:28 PM GMT

- Web Form filled in by Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-04 5:00:28 PM GMT
- Email verification link emailed to Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-04 5:00:29 PM GMT
- Email viewed by Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-04 5:00:48 PM GMT
- E-signature verified by Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-04 5:00:49 PM GMT
- Document emailed to adavis@scoialcirclega.gov for filling 2024-11-04 5:00:51 PM GMT
- Email sent to adavis@scoialcirclega.gov bounced and could not be delivered 2024-11-04 5:00:51 PM GMT



Ashley Davis (adavis@socialcirclega.gov) replaced form filler adavis@scoialcirclega.gov with Cody Ellis (cellis@socialcirclega.gov)

2024-11-04 - 5:10:38 PM GMT

Document emailed to Cody Ellis (cellis@socialcirclega.gov) for filling 2024-11-04 - 5:10:38 PM GMT

Email viewed by Cody Ellis (cellis@socialcirclega.gov) 2024-11-04 - 5:11:08 PM GMT

Email sent to adavis@scoialcirclega.gov bounced and could not be delivered 2024-11-04 - 5:11:42 PM GMT

Form filled by Cody Ellis (cellis@socialcirclega.gov)
Form filling Date: 2024-11-04 - 5:32:17 PM GMT - Time Source: server

Agreement completed. 2024-11-04 - 5:32:17 PM GMT



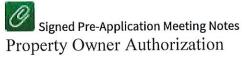
# EXHIBIT "D"



166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

#### SPECIAL USE APPLICATION

Evidence of a Pre-Application Meeting Schedule a pre-application meeting.







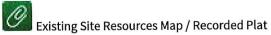
Letter of Intent



Typed Legal Metes and Bounds or Recorded Deed



Existing Site Resources Map, showing changes in elevation, topographical conditions, and existing structures upon the tract or Recorded Plat



Traffic Study. Only for projects with an estimated ADT of 1,000 or more trips as estimated by the area dedicated to each land use.



Community Meeting Report, submitted at least 7 days prior to the first scheduled public hearing and shall include a copy of any mailers sent to the community, if any of the following apply:

- a. Request is for a more intensive use and/or zoning district;
- b. Request impacts 16 or more single-family residential;
- c. Request impacts more than five (5) acres; or
- d. As determined necessary by the Community Development Director

Special Use Application "Georgia's Greatest Little Town"



166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

#### APPLICANT INFORMATION

Name: Sailfish Investors Acquisitions LLC (Applicant)
Address: 13280 Machiavelli Way, Palm Beach Gardens, FL 33418
Phone Number: 6172403700 Email: ryan@sailfishinvestors.com
Applicant is the Owner's Agent O Property Owner Owner Contract Purchaser
Other:
PROPERTY OWNER INFORMATION (if different than the applicant)
Name: ZMS, LLC
Name: ZMS, LLC  Address: 2145 Duluth Highway, Suite A, Duluth, GA 30097  Phone Number: 6786658928 Email: aziz@premierpetroleum.com
Address: 2145 Duluth Highway, Suite A, Duluth, GA 30097
Address: 2145 Duluth Highway, Suite A, Duluth, GA 30097  Phone Number: 6786658928 Email: aziz@premierpetroleum.com



166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

#### SUBJECT PROPERTY INFORMATION

Location / Address of the Subject Property:

Walton County Tax Parcels C15200000001000, C172000000041000, C172000000027B00, C15200010DP, and SC22000000009A00 consisting or approximately 344 acres
Tax Parcel ID: Sewage Disposal: O Septic Public Sewer
Council District: District 2
Current Zoning District: AG - Agricultural District
Current Future Land Use Character Area: Industrial Character Area
Briefly describe the request:

The Applicant and Owner have a joint proposal to develop the Property located off Social Circle Bypass and Amber Stapp Studdard Road under Light Industrial ("LI") zoning into an applicable special use. The aim is to establish an industrial campus focused on data center facilities and associated public utilities, including electric, water, and sewer services, along with accessory uses.



166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

#### REVIEW STANDARDS (SECTION 13.7.7 OF THE UNIFIED

#### **DEVELOPMENT CODE)**

Please answer the following questions to the best of your ability.

#### A. Compatibility

- 1. Is the subject property adequate in shape and size to accommodate the Special Use?
  - Yes, but a variance on impervious surface ratio is anticipated.
- 2. Are there adequate public facilities available to serve the proposed use, including, but not limited to: water; sanitary sewer; stormwater or drainage facilities; public safety and emergency facilities; roadway capacity; vehicular ingress and egress; or, that the applicant will provide adequately for such services and for placement in an appropriate location?

Data centers do not require significant public service needs outside of electric service which will be provided by either Walton EMC or Georgia Power. It is our understanding that the City is making investments to upgrade water and wastewater infrastructure in this area which could be utilized to provide additional capacity to these parcels.

- 3. Can the specific use standards for the requested Special Use, if any, as provided in Article 3, Use Standards within the Unified Development Code be achieved?

  Not applicable.
- 4. Will the requested Special Use result in the destruction, loss, or damage of any feature determined to be natural, cultural, scenic or historic importance?

No.

Special Use Application "Georgia's Greatest Little Town"



# The City Of SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

### B. Consistency

- 1. Is the requested Special Use consistent with the intent, goals, strategies, policies, guiding principles and programs of the Comprehensive Plan and other adopted plans?

  Yes, a data center is an industrial use. This aligns with the future land use plan because the property is situated in the industrial character area.
- 2. Is the requested Special Use detrimental to the public interest, health, safety, welfare, function, and appearance of the adjacent uses or general vicinity by reason of any one or more of the following: the number, area, location, height, orientation, intensity (such as traffic, noise, odor, hours of operation), or relation to the neighborhood or adjacent uses?

No.



# The City Of SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

This application filed for action by the Planning Commission and Mayor and Council for zoning action requiring a public hearing on property address:

Walton County Tax Parcels C152000000001000, C172000000041000, C172000000027B00, C15200010DP, and SC2200000009A00

The applicant has complied with O.C.G.A. Section 36-67A-1, et. Seq., Conflict of Interest in Zoning Actions, and has been submitted the required information on this form as provided.

All individuals, business entities, or other organizations\* having a property or other interest in said property subject of this application are as follows:

Sailfish Investors Acquisitions LLC ("Applicant"); ZMS, LLC ("Owner")

Have you as the applicant, agent for applicant, or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the City of Social Circle Mayor and Council or the City of Social Circle Planning Commission? O Yes No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government	Contributions (List all which aggregate to \$250	Date of Contribution (within last 2 years)
Official	or more)	
a a		

<sup>\*</sup> Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust. While other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church foundation, club, charitable organization, or educational organization.

Special Use Application "Georgia's Greatest Little Town"



# The City Of SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

I do hereby certify that the information provided herein is both complete and accurate to the best of my knowledge. I agree to electronically sign this application.

Ryan Hughes Ryan Hughes (Nov 4, 2024 12:06 EST)	Nov 4, 2024	
Applicant Signature	Date	
4		
OI	FFICE USE ONLY	
Case Number: SU-2024-001	_ Date of Application Review: 11/4/2024	
Date of Planning Commission M	eeting: 12/19/2024	9
Date of Mayor and Council Mee	ting: 01/21/2025	
		C.E.

Special Use Application "Georgia's Greatest Little Town"



# The City Of SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025 Office: 770-464-2380 · Fax: 770-464-2113

## PRE-APPLICATION MEETING NOTES ZONING APPLICATION

Date of Meeting: 10/31/2024	
Applicant Name: Scott Greene	
Applicant E-mail: greene.s@tandh.com	
Subject Property Address: 0 Social Circle Pkwy	
Future Land Use Character Area: Industrial Character Are	a
Current Zoning: AG - Agricultural District	·
Will a Special Use be needed?   ✓ Yes   No	
Will a Future Land Use Map Amendment be needed?	
If yes, what is the Character Area needed to meet this rec	uest? Industrial Character Area
Will a Variance be needed? ☐ Yes ☐ No	
If yes, which Code Section will the applicant need a Var	iance from?
Briefly describe the request: The applicant would like to annex in the property and I	rezone for a data center.
Staff Notes: Recommended rezoning to light industrial with a speciuse map amendment because of the annexation. The strezone application. THIS WILL SERVE AS THE PRE-APP	pecial use application is separate from the
The undersigned have attended the Pre-Application Mee procedures regarding a zoning application. This signed zoning application.	ting to discuss next steps and document shall be included with the
Applicant Signature: Scott Greene (Oct 31, 2024 13:26 EDT)	Date: Oct 31, 2024
Staff Signature:	Date: Oct 31, 2024
Community Development Director	

"Georgia's Greatest Little Town" Pre-Application Meeting Notes – Zoning Application

# Pre-Application Meeting Notes - Zoning Application

Final Audit Report

2024-10-31

Created:

2024-10-31

By:

Ashley Davis (adavis@socialcirclega.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAA5U6OTz8XPKPQiYeolfgShAX4IDwsl1La

### "Pre-Application Meeting Notes - Zoning Application" History

- Document created by Ashley Davis (adavis@socialcirclega.gov) 2024-10-31 5:15:14 PM GMT
- Document emailed to greene.s@tandh.com for signature 2024-10-31 5:16:47 PM GMT
- Email viewed by greene.s@tandh.com 2024-10-31 5:17:12 PM GMT
- Signer greene.s@tandh.com entered name at signing as Scott Greene 2024-10-31 5:26:19 PM GMT
- Document e-signed by Scott Greene (greene.s@tandh.com)
  Signature Date: 2024-10-31 5:26:21 PM GMT Time Source: server
- Document emailed to Ashley Davis (adavis@socialcirclega.gov) for signature 2024-10-31 5:26:23 PM GMT
- Email viewed by Ashley Davis (adavis@socialcirclega.gov) 2024-10-31 5:29:55 PM GMT
- Document e-signed by Ashley Davis (adavis@socialcirclega.gov)
  Signature Date: 2024-10-31 5:30:06 PM GMT Time Source: server
- Agreement completed. 2024-10-31 - 5:30:06 PM GMT



November, 2024

### LETTER OF OWNERSHIP GRANTING AUTHORIZATION TO ACT

The undersigned, Aziz Dhanani, being the authorized signatory of ZMS, LLC, owner of premises known as Parcel Numbers C15200000001000, C172000000041000, C172000000027B00, C15200010DP, and SC220009A00 of the County of Walton, State of Georgia, hereby authorize Sailfish Investors Acquisitions, LLC to proceed with rezoning, future land use map amendment application, annexation, and special use application of aforesaid premises.

Ajyo	11/01/24	
Signature	Date	
Member Address		
Address		
Sworn to before me this 1 day of Nove	ember 2024	

## Authorization Letter\_ZMS LLC

Final Audit Report

2024-11-01

Created:

2024-11-01

By:

Ryan Hughes (ryan@sailfishinvestors.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAASRdJTidLgoyp5RzKIFCBWR7ZIPwfRq3Y

### "Authorization Letter\_ZMS LLC" History

- Document created by Ryan Hughes (ryan@sailfishinvestors.com) 2024-11-01 5:11:36 PM GMT
- Document emailed to Aziz Dhanani (aziz@premierpetroleum.com) for signature 2024-11-01 5:11:39 PM GMT
- Email viewed by Aziz Dhanani (aziz@premierpetroleum.com) 2024-11-01 5:45:26 PM GMT
- Document e-signed by Aziz Dhanani (aziz@premierpetroleum.com)
  Signature Date: 2024-11-01 5:47:23 PM GMT Time Source: server
- Agreement completed.
   2024-11-01 5:47:23 PM GMT



#### **SPECIAL USE LETTER OF INTENT**

Owner:

ZMS, LLC

2145 Duluth Hwy, Ste A Duluth Georgia, 30097

678 665 8928

Applicant:

Sailfish Investors Acquistions, LLC

13280 Machiavelli Way, Palm Beach Gardens, Florida, 33418

617 240 3700

Ryan@Sailfishinvestors.com

Project Name:

**Project Sailfish** 

Property:

Walton County Tax Parcels C15200000001000, C172000000041000,

C172000000027B00, C15200010DP, and SC2200000009A00 consisting of

approximately 344 acres, (collectively, the "Property")

Special Use Request: Data Center - Light Industrial Zone

Date:

November 4, 2024

The Applicant and Owner have a joint proposal to develop the Property located off Social Circle Bypass and Amber Stapp Studdard Road under Light Industrial ("LI") zoning into an applicable special use. The aim is to establish an industrial campus focused on data center facilities and associated public utilities, including electric, water, and sewer services, along with accessory uses.

Specifically, the envisioned Project encompasses the development of a data center and its related infrastructure, such as electric substations, transmission lines, and distribution facilities. The plan also includes public water and sewer utilities, as well as accessory structures. The projected data center space is approximately 4 million square feet, as outlined in the Site Plan.

The Property will be allocated solely for data center and Electric Utility Uses, along with accessory structures essential for their operations. These accessories encompass various components like air handlers, power generators, water cooling, storage facilities, and water storage tanks, among others, necessary to support the primary functions.

The Project is anticipated to create new technical skilled jobs and is expected to have minimal effects on existing infrastructure like schools and parks.

The Applicant will collaborate with wither Georgia Power or Walton EMC to develop of an electrical substation and associated equipment within the parcel. The electrical substation and the associated equipment will be built on approximately 10 acres with plans to enclose these facilities with security fencing and will not add additional access points nor traffic to the site.

The Property currently comprises open farm fields with natural features like wetlands and two ponds located near the northern and southern property boundaries. The Project design aims to preserve the natural topography and vegetation to minimize adverse environmental impacts. Wetlands impacts remain under the nationwide limits established by the Army Corp of Engineers.

It is anticipated that an application for impervious surface ratio variance will be submitted after rezoning approval has been achieved. The current impervious surface ratio maximum is 25%. An impervious surface ratio closer to 30% may be required to support the current site plan.

Access to the site will primarily be from Social Circle Bypass, with a secondary emergency access point located off Amber Stapp Studdard Road. Primary Site access to Social Circle Bypass will be coordinated and permitted through GDOT. Emergency access point driveway at Amber Stapp Studdard Road will be coordinated and permitted through Walton County. The Project's development will involve extending water and sewer services, following guidance received from City of Social Circle Water Authority.

Construction of the Project is expected to occur in phases over several years, with an emphasis on local hiring and collaboration with city and county authorities to address environmental and traffic concerns.

In summary, the proposed Project seeks to transform the Property into a modern data center campus while adhering to zoning regulations and minimizing impacts on the surrounding community and environment.

BK:5180 PG:221-224

Filed and Recorded
Jul-22-2022 12:00 AM
DOC# 2022 - 011457
Real Estate Transfer Tax
Paid: \$ 0.00
1472022003644
KAREN P. DAVID
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA
Participant ID: 1433177263

Walton County Tax Parcel No.: (i) SC220-00000-009-A00;

(ii) C1520-00000-001-00; (iii) C1520-00000-001-0DP; (iv) C1720-00000-027-B00; and (v) C1720-00000-041-000.

STATE OF GEORGIA COUNTY OF GWINNETT Please Return to:

Mills & Hoopes, LLC

1550 North Brown Rd, Ste. 130 Lawrenceville, Georgia 30043

#### LIMITED WARRANTY DEED

THIS INDENTURE is made effective the 30th day of June, 2022, by and between CUMMING INVESTMENTS INC., a Georgia corporation (hereinafter referred to as the "Grantor"), and ZMS, LLC, a Georgia limited liability company (hereinafter referred to as the "Grantee").

#### WITNESSETH:

THAT Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise and convey to Grantee, its successors and assigns, all the right, title, interest, claim, or demand which Grantor has or may have had in and to the 344.24 +/- acres located at 1599, 1677, and 1705 Amber Stapp Studdard Road, Social Circle, Georgia 30025 (the "Property"), being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property together with all singular rights, members and appurtenances thereof, unto the Grantee, its successors and assigns, IN FEE SIMPLE, and Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons by, through or under Grantor.

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

Signed, sealed and delivered

in the presence of:

The same of the sa

Notary Public

GRANTOR:

CUMMING INVESTMENTS INC.

By: Azik Dhanani

Its: CEO-

(Corporate Seal)

#### Exhibit "A" - Legal description

#### TRACT 1:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Social Circle, located in Land Lot 69 of the 1st Land District, 418th G.M.D., being designated as "Parcel A-2", containing 22.25 acres, more or less, according to a survey entitled, "Plat for SCRE Holdings, LLC," dated April 7, 1995, prepared by Cranston, Robertson & Whitehurst, P.C., certified by John Thomas Attaway, Georgia Registered Land Surveyor No. 2612. Reference to sald survey is hereby made and the same is incorporated herein and attached hereto as Exhibit "A-1" for a more complete description of the property conveyed.

#### TRACT 2:

ALL THAT TRACT or parcel of land lying and being in Land Lots 47 and 48, 1st Land District, Walton County, Georgia (also being located in Social Circle District, G.M.D. 418) containing 172.556 acres, and more particularly described according to said plat as follows:

TO LOCATE THE TRUE PLACE OR POINT OF BEGINNING, begin at a point in the center of Amber Stapp Studdard Road, a/k/a Old Rutledge Road, (having a 70-foot right of way) located 480 feet northeast as measured along the centerline of said road from its intersection with the centerline of Georgia Railroad; run thence North 31 degrees 16 minutes 00 seconds West 35 feet, more or less, to a point marked by a 1/2" iron pipe set on the northwest line of Amber Stapp Studdard Road, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING; from said beginning point as thus established, run thence North 29 degrees 46 minutes 00 seconds West a distance of 1604.10 feet to a point marked by a 1/2" pipe found; run thence North 59 degrees 45 minutes 00 seconds East 3315.48 feet to a point marked by a 1/2" pipe set; run thence South 30 degrees 23 minutes 45 seconds East 1217.15 feet to a point marked by a 1/2" pipe found; run thence South 59 degrees 78 minutes 70 seconds West 1427.98 feet to a point marked by a 1-1/2" bar found; run thence South 12 degrees 31 minutes 40 seconds East 2455.52 feet to a point marked by a 1/2" pipe set on the northwest right of way line of Amber Stapp Studdard Road; run thence along said right of way line South 72 degrees 26 minutes 30 seconds West 233.71 feet to a point, South 69 degrees 20 minutes 27 seconds West 516.43 feet to a point, and South 69 degrees 58 minutes 00 seconds West 389.70 feet to a point marked by a 1/2" Iron pipe set, which is the place or point of beginning.

-Continued-



#### Exhibit "A" - Legal description (Continued)

TRACT 8:

All that tract or parcel of land lying and being in Land Lot 47 of the First Land District, Social Circle G.M.D., No. 418, Walton County, Georgia, being designated as Lot 10 of Hard Labor Creek Farms Division, containing 4.26 acres, more or less, as more particularly shown on plat of survey dated July 15, 1976, certified by W.T. Dunahoo, Ga. R.L.S. No. 1577, which is recorded at Plat Book 19, page 91, Walton County Records. Said plat of survey and the record thereof are incorporated herein by reference for a more complete description of the subject property.

TRACT 4:

ALL THAT TRACT or parcel of land lying and being in Land Lots 39, 47 and 48, 1st Land District, Social Circle G.M.D. 418, Walton County, Georgia, containing 145.020 acres according to a Plat of Survey by Kenneth C. Sims, Georgia Registered Land Surveyor No. 1763, dated November 7, 1996, and more particularly described as follows:

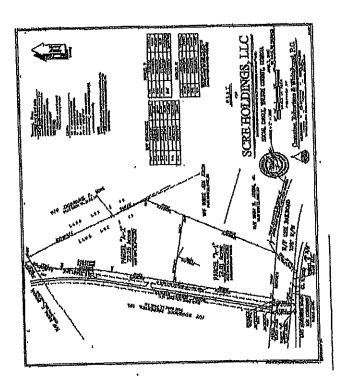
BEGINNING at a point marked by an Iron pin found at the original corner common to Land Lots 39, 40, 47 and 48 of the 1st Land District, Walton County, Georgia; run thence along the line of property now or formerly owned by Hard Labor Creek Farms South 20 degrees 47 minutes 00 seconds West 2309.20 feet to a point on the northeast right of way line of Amber Stapp Studdard Road (70-foot right of way); run thence along said right of way line North 47 degrees 27 minutes 00 seconds West 281.17 feet to a point, North 64 degrees 36 minutes 48 seconds West 106.48 feet to a point, North 86 degrees 12 minutes 90 seconds West 97.58 feet to a point, and South 77 degrees 14 minutes 45 seconds West 184.14 feet to an Iron pln set; thence leaving said right of way line, run North 12 degrees 31 minutes 40 seconds West 2455.52 feet to a point marked by an Iron pin found; run thence North 59 degrees 18 minutes 10 seconds East 1427,98 feet to a point marked by an Iron pin found; run thence North 30 degrees 23 minutes 45 seconds West 1217.15 feet to a point; run thence North 30 degrees 23 minutes 45 seconds West 318.00 feet to a point; run thence North 00 degrees 34 minutes 48 seconds East 81.90 feet, more or less, to a point; thence North 00 degrees 34 minutes 48 seconds East 57.00 feet, more or less, to a point located in the center line of a creek (said point being herein designated Point "A"); thence in a northeasterly, southeasterly, easterly and northeasterly direction along the centerline of said creek a distance of 1789.8 feet, more or less to a point (said point being herein designated Point "B") (the distance between Point A and Point B being described for survey purposes only by a traverse line having a point of beginning located North 00 degrees 30 minutes West 39.9 feet from Point A and having the following courses and distances: North 57 degrees 33 minutes 10 seconds East 236,00 feet to a point; North 87 degrees 50 minutes 00 seconds East 288,00 feet to a point; South 75 degrees 41 minutes 00 seconds East 135,00 feet to a point; South 51 degrees 24 minutes 00 seconds East 150.00 feet to a point; South 72 degrees 51 minutes 00 seconds East 124,00 feet to a point; South 60 degrees 40 minutes 00 seconds East 564,00 feet to a point; South 30 degrees 01 minutes 00 seconds East 154.20 feet to a point; due East 100.00 feet to a point, and North 65 degrees 00 minutes 00 seconds East 70.00 feet to a point in the center of a branch; run thence along the center line of said branch 1209,90 feet, more or less (said distance being described for survey purposes by a 1209,90 foot chord bearing South 13 degrees 30 minutes 00 seconds East and having as its end point an Iron pin set South 20 degrees 47 minutes West 10.00 feet from the centerline of said branch; run thence South 20 degrees 47 minutes 00 seconds West 1122,00 feet to a point marked by an Iron pin found at the original corner common to Land Lots 39, 40, 47 and 48, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING.

-Continued-

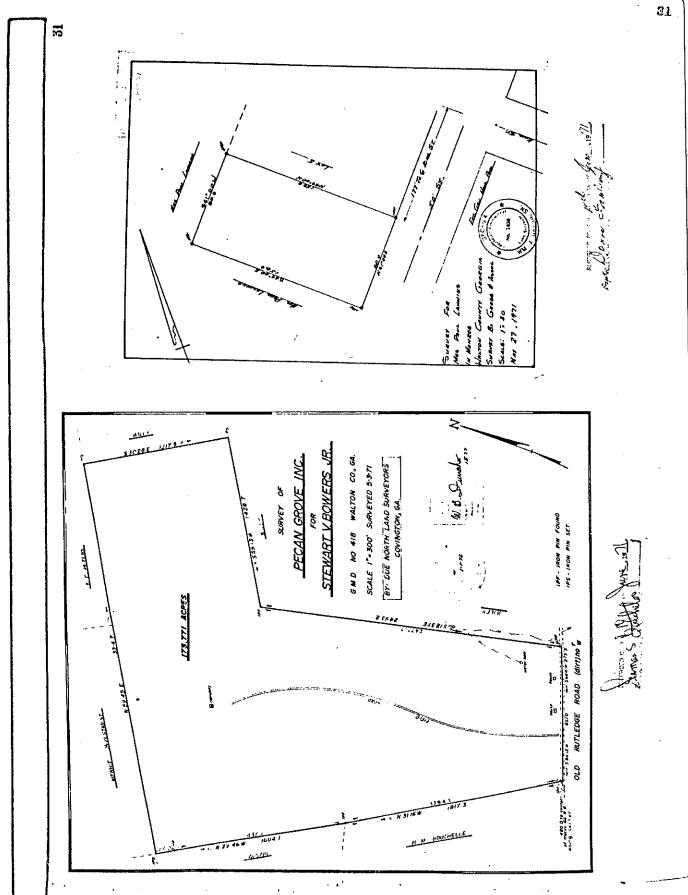


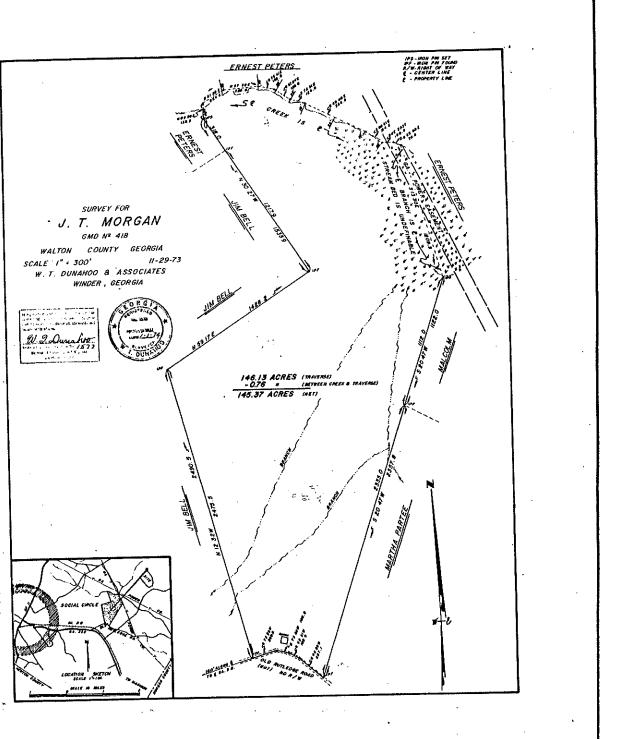
#### BK:5180 PG:224

Exhibit "A-1"







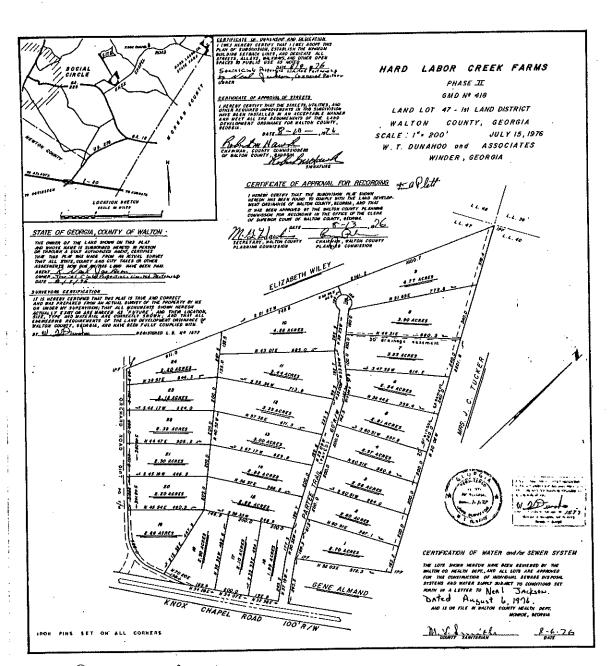


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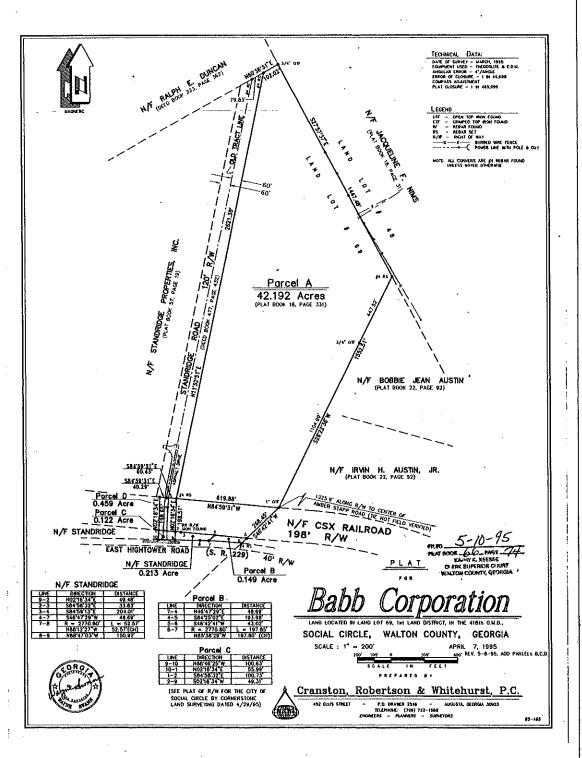
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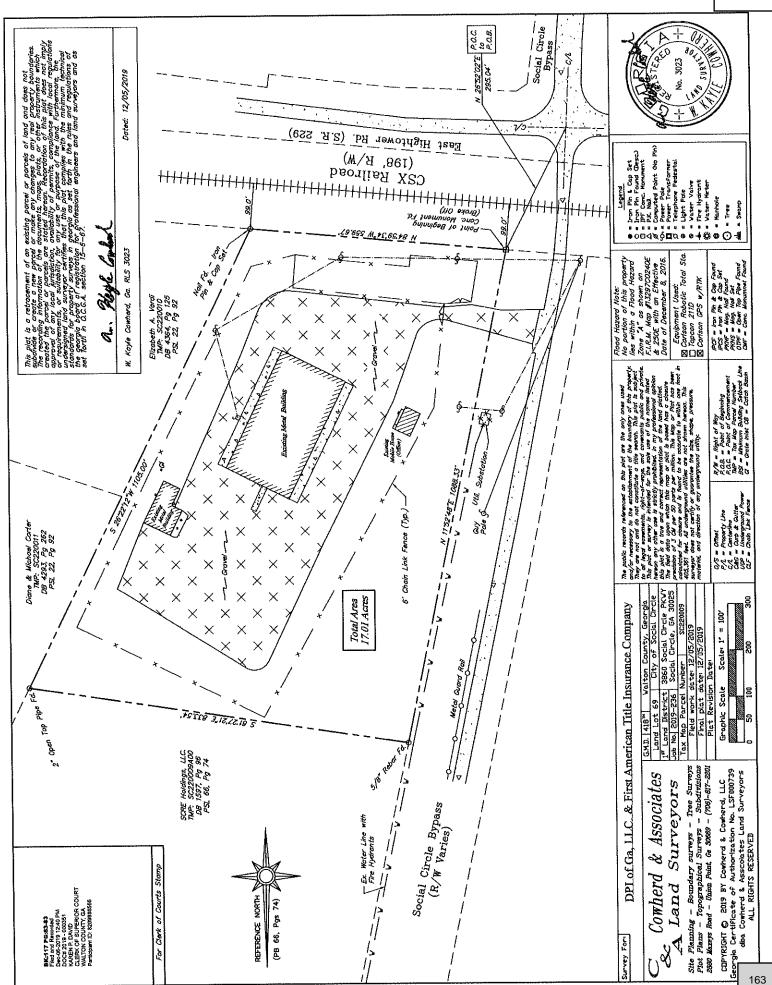
PHENDER ON THE HEAT OF LLUY 1976

91



201 2661 St. 111 Pt. 8 year new 1953(25) 31

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#### Summary

Parcel Number

C1520001

**Location Address** 

1705 AMBER STAPP STUDDARD RD

125.09AC

**Legal Description** 

(Note: Not to be used on legal documents)

Class

A5-Agricultural

Zoning

(Note: This is for tax purposes only. Not to be used for zoning.) A1WP2

**Tax District** Millage Rate Walton County (District 04)

Acres

33.44 125.09

Neighborhood

RURAL AREA 4-04000 (04000)

Homestead Exemption Landlot/District

No (S0) 48/1

View Map



#### Owner

**ZMS LLC** 

2145 DULUTH HWY 120

**SUITE A** 

**DULUTH, GA 30097** 

Skip to main content Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Open	Rural	1	2
Walton	County, GA	Rural	2	17.36
RUR	Woodland	Rural	5	34.38
RUR	Woodland	Rural	7	29.14
RUR	Open	Rural	4	2.53
RUR	Open	Rural	5	16.06
RUR	Open	Rural	6	14.94
RUR	Open	Rural	8	8.68

#### **Residential Improvement Information**

Style

Single Family 3928

**Heated Square Feet Exterior Walls** 

Stone

Foundation

Masonry

Basement Square Feet

1058 Unfinished

Year Built

1974

Roof Type

Composite Shingle

**Heating Type** Number Of Full Bathrooms Central Heat/AC

Number Of Half Bathrooms

Value

\$184,300

Fireplaces\Appliances

Standard Fireplace 3

**House Address** 

1705 AMBER STAPP STUDDARD RD

#### **Accessory Information**

Description	Year Built	Dimensions/Units	Identical Units	Value
Barn-Economy	2003	70×100/0	1	\$28,400
Shed	2003	25x100/0	1	\$5,800
SV/BLDG	1900	1x900/0	1	\$190
SV/BLDG	1900	1x1370/0	1	\$290

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	016 031	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	016 031	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
6/3/2005	2218 014	016 031	\$0	Unqualified - Improved	WILLIAMS MICHAEL D	BRITT DARRON P
12/6/1996	701 494	016 031	\$0	Fair Market - Improved	NIMS JACQUELINE F	WILLIAMS MICHAEL D
	217 553	016 031	\$0	Unqualified Sale		NIMS JACQUELINE F

#### **Valuation**

	2024	2023	2022	2021	2020
Previous Value	\$1,153,380	\$1,021,180	\$825,980	\$932,880	\$879,080
Land Value	\$988,400	\$939,200	\$878,600	\$683,400	\$592,700
+ Improvement Value	\$184,300	\$179,500	\$107,900	\$107,900	\$305,500
+ Accessory Value	\$34,680	\$34,680	\$34,680	\$34,680	\$34,680
= Current Value	\$1,207,380	\$1,153,380	\$1,021,180	\$825,980	\$932,880
10 Year Land Covenant (Agreement				2018/\$112,005	2018/\$108,818
Year / Value)					

#### **Photos**





**Sketches** 

### Walton County, GA

#### Summary

Parcel Number C1720027B00 Location Address PARTEE TRL **Legal Description** 

4.26AC

(Note: Not to be used on legal documents)

Class

R3-Residential

(Note: This is for tax purposes only. Not to be used for zoning.)

Zoning

A1 WP2 Walton County (District 04)

Tax District Millage Rate

33.44

4.26 Neighborhood

RURAL AREA 4-04000 (04000)

**Homestead Exemption** No (S0) Landlot/District

View Map

#### Owner

**ZMS LLC** 

2145 DULUTH HWY 120

**SUITE A** 

**DULUTH, GA 30097** 

#### **Rural Land**

Туре	Description	Calculation Method	Soil Productivity	Acres
RUR	Rural Sm Tract	Rural	1	4.26

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	019 091	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	019 091	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
12/16/1998	914 443	019091	\$25,000	Land Market - Vacant	HAMES CLAUDE D JR ETAL	BRITT DARRON P

#### Valuation

	2024	2023	2022	2021	2020
Previous Value	\$92,800	\$83,200	\$64,700	\$56,100	\$52,100
Land Value	\$97,900	\$92,800	\$83,200	\$64,700	\$56,100
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$97,900	\$92,800	\$83,200	\$64,700	\$56,100

No data available for the following modules: 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: 10/21/2024, 3:54:10 AM

Contact Us



Skip to main content

#### Summary

Weiter Humber ount \$172094

**Legal Description** 

145.02AC

(Note: Not to be used on legal documents)

Class

A5-Agricultural

(Note: This is for tax purposes only. Not to be used for zoning.)

Zoning Tax District A1 WP2

Walton County (District 04)

Millage Rate

33.44 145.02

Acres

Neighborhood

**Homestead Exemption** 

RURAL AREA 4-04000 (04000)

Landlot/District

No (S0) 48/1

#### View Map

#### Owner

ZMS LLC

2145 DULUTH HWY 120

SUITE A

**DULUTH, GA 30097** 

#### **Rural Land**

Туре	Description	Calculation Method	Soil Productivity	Acres
RUR	Open	Rural	2	9.2
RUR	Open	Rural	4	7.44
RUR	Open	Rural	6	11.36
RUR	Woodland	Rural	2	28.52
RUR	Woodland	Rural	5	30.84
RUR	Woodland	Rural	7	57.66

#### **Accessory Information**

Description	Year Built	Dimensions/Units	Identical Units	Value
Utility Building	1995	10x12/0	1	\$390

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/30/2022	5180 221	017 194	\$0	Related Indiv/Corps	CUMMING INVESTMENTS INC	ZMS LLC
6/30/2022	5180 216	017 194	\$13,000,000	Multi-Parcel Sale	BRITT DARRON P	CUMMING INVESTMENTS INC
7/9/1997	752 398	017 194	\$105,894	Land Market - Vacant	GRAYMONT CORPORATION	BRITT DARRON P
11/11/1996	698 300	017 194	\$261,036	Land Market - Vacant	FAIN JOHN M &	GRAYMONT CORPORATION
12/13/1994	563 054	017 194	\$0	Unqualified - Vacant		FAIN JOHN M &

#### Valuation

Year / Value)

2024	2023	2022	2021	2020
\$1,129,490	\$1,056,690	\$821,990	\$712,990	\$661,890
\$1,189,700	\$1,129,100	\$1,056,300	\$821,600	\$712,600
\$0	\$0	\$0	\$0	\$0
\$390	\$390	\$390	\$390	\$390
\$1,190,090	\$1,129,490	\$1,056,690	\$821,990	\$712,990
			2018/\$117,070	2018/\$113,721
	\$1,129,490 \$1,189,700 \$0 \$390	\$1,129,490 \$1,056,690 \$1,189,700 \$1,129,100 \$0 \$0 \$390 \$390	\$1,129,490 \$1,056,690 \$821,990 \$1,189,700 \$1,129,100 \$1,056,300 \$0 \$0 \$0 \$390 \$390 \$390	\$1,129,490 \$1,056,690 \$821,990 \$712,990 \$1,189,700 \$1,129,100 \$1,056,300 \$821,600 \$0 \$0 \$0 \$0 \$390 \$390 \$390 \$390 \$1,190,090 \$1,129,490 \$1,056,690 \$821,990

No data available for the following modules: Land, Residential Improvement Information, Commercial Improvement Information, Manufactured Homes, Prebill Mobile Homes,

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: 10/21/2024, 3:54:10 AM

Contact Us





# A&R Engineering, Inc.

#### Memorandum

To:

Scott Greene, PE.

Thomas & Hutton.

From:

Abdul Amer, PE

Date:

November 1, 2024

Subject:

Trip Generation Memorandum for proposed Data Center on Social Circle Parkway, City

of Social Circle, Georgia | A&R 24-218

The purpose of this memorandum is to estimate the trip generation that will result from the proposed Data Center development on SR 11 (Social Circle Parkway), in the City of Social Circle, Georgia. The proposed development will consist of four data center buildings with a combined total of 1,786,832 SF. The proposed development will have one full access driveway on Social Circle Parkway and a secondary access driveway on Amber Strapp Studdard road. The planned location of the development is shown below.



#### **METHODOLOGY**

Trip generation estimates for the project were based on the rates and equations published in the 11<sup>th</sup> edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation referenced is based on the ITE land use category *160 – Data Center*.

<u>Land Use: 160 – Data Center:</u> A data center is a free-standing warehouse type of facility that is primarily used for off-site storage of computer systems and associated components including applications and secure data. Some data centers may include maintenance areas and a small office. Data centers may be occupied by single or multiple tenants. Data centers typically have a small number of employees and visitors.

#### TRIP GENERATION

The projected ITE site-generated volumes for the proposed development are shown in Table 1 below.

Table 1 — Trip Generation for Proposed Development								
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
ITE 160 – Data Center	1 706 022 55	125	102	227	57	134	191	1,769
Total Trips	1,786,832 SF	125	102	227	57	134	191	1,769

Based on the trip generation rates published in the Institute of Transportation Engineers Trip Generation Manual, 11<sup>th</sup> edition, the proposed data center development will generate 227 new external two-way trips in the AM peak hour, 191 new external two-way trips in the PM peak hour, and 1,769 new external two-way trips in a 24-hour duration.

### **Special Use Application**

Final Audit Report

2024-11-04

Created:

2024-11-04

By:

Ashley Davis (adavis@socialcirclega.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAeNUe8u4cbGpEZj\_gSNarslSPA6vQ0Zsk

### "Special Use Application" History

Web Form created by Ashley Davis (adavis@socialcirclega.gov)

2023-07-24 - 12:55:26 PM GMT

- Ryan Hughes (ryan@sailfishinvestors.com) uploaded the following supporting documents:
  - Signed Pre-Application Meeting Notes
  - Property Owner Authorization Letter
  - Site Plan
  - Letter of Intent
  - Legal Metes and Bounds / Recorded Deed
  - Existing Site Resources Map / Recorded Plat
  - Traffic Study

2024-11-04 - 5:06:59 PM GMT

1 Web Form filled in by Ryan Hughes (ryan@sailfishinvestors.com)

2024-11-04 - 5:06:59 PM GMT

Email verification link emailed to Ryan Hughes (ryan@sailfishinvestors.com)

2024-11-04 - 5:07:00 PM GMT

Email viewed by Ryan Hughes (ryan@sailfishinvestors.com)

2024-11-04 - 5:07:23 PM GMT

6 E-signature verified by Ryan Hughes (ryan@sailfishinvestors.com)

2024-11-04 - 5:07:24 PM GMT

Document emailed to adavis@scoialcirclega.gov for filling

2024-11-04 - 5:07:26 PM GMT

Email sent to adavis@scoialcirclega.gov bounced and could not be delivered

2024-11-04 - 5:07:31 PM GMT



Ashley Davis (adavis@socialcirclega.gov) replaced form filler adavis@scoialcirclega.gov with Cody Ellis (cellis@socialcirclega.gov)

2024-11-04 - 5:11:21 PM GMT

- Document emailed to Cody Ellis (cellis@socialcirclega.gov) for filling 2024-11-04 5:11:21 PM GMT
- Email sent to adavis@scoialcirclega.gov bounced and could not be delivered 2024-11-04 5:11:27 PM GMT
- Email viewed by Cody Ellis (cellis@socialcirclega.gov) 2024-11-04 5:33:55 PM GMT
- Form filled by Cody Ellis (cellis@socialcirclega.gov)
  Form filling Date: 2024-11-04 5:42:31 PM GMT Time Source: server
- Agreement completed. 2024-11-04 - 5:42:31 PM GMT



#### November 5, 2024

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, November 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 Shelnutt, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Charna Parker and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

#### **PRESENTATIONS**

Parks & Recreation Director Jody Johnson and Coach Andrew Cooper presented the GRPA State Cross Country Team and recognized them for their achievements.

County Manager John Ward recognized the retirement of Dennis GamaDamis from the Planning & Development Department.

#### **MEETING OPENING**

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

#### ADOPTION OF AGENDA

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

#### **DISCUSSION**

#### County Manager's Report/Update

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

#### Equipment/Personnel - New Jail

County Manager John Ward presented an initial personnel and equipment request for the new jail. This also includes updating tasers to a lease program and the service agreement cost for the tasers. The funding is being requested beginning January, 2025. The total cost for personnel in this initial phase is \$947,415.33 with small equipment, radios, tasers and service agreements making the total request in the amount of \$2,013,951.22.

**Motion:** Commissioner Adams made a motion, seconded by Commissioner Shelnutt to approve the funding. All voted in favor.

#### **PROCLAMATIONS**

Poppy Day - November 11, 2024

Chairman Thompson proclaimed November 11th, 2024 as Poppy Day.

#### PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

OA24060019-1 - Approval with changes: Amendment #1 Section 9-1-100, Street Classification and Right-of-Way Requirement

Planning Commission Recommended Change - regarding emergency situations.

OA24060019-2 - Approval with changes: Amendment #2 Section 1-1-170, Relationship to Comprehensive Plan

Planning Commission Recommended Changes - Land Use Amendments will not be required if the zoning district does not match the land use map.

Work Session Recommended Changes - Leave requirement for land use amendments if the zoning district does not match the land use map.

OA24060019-3 - Approval of Amendment #3 Section 4-2-120, Open Space Conservation Development Overlay District (OSC)

OA24060019-4 - Approval with changes: Amendment #4 Section 4-2-120, Open Space Conservation Development Overlay District (OSC), General Design Standards

Planning Commission Recommended Changes: Amenities if 100 or more lot subdivision.

Work Session Recommended Changes - Amenities on 75 or more lot subdivision. Developers are encouraged to provide an open space strip of at least 20' along the perimeter of the development.

OA24060019-5 - Approval with changes: Amendment #5 Section 11-6-110, Definitions Litter Control - Approved

Planning Commission Recommended Changes: Add the words "or demolished".

Work Session Recommended Changes - Delete the words "sand and gravel" from the definition of litter.

OA24060019-6 - Approval of Amendment #6 Section 2-1-100, Residential Care Facility

OA24060019-7 - Forwarded this Amendment to the Board of Commissioners with no recommendations - Amendment #7 Section 2-1-100, Agricultural Resource Reclamation

Work Session Recommended Changes - Add Department of Agriculture as a compliance authority and add ''no soil amendments may be applied within 100 feet of a water source or an adjoining property line.

OA24060019-8 - Approval of Amendment #8 Section 2-1-100, Definitions Automotive, Major Repair and Maintenance

OA24060019-9 - Approval of Amendment #9 Section 6-1-610, Outdoor Storage of Commercial Vehicles (20)

Work Session Recommended Changes - Change requirement for "paved" parking area to "all storage areas shall have and maintain 5 inches of #57 stone with 3 inches of crusher run and provide a commercial driveway 50' in length." Added "No vehicles shall be allowed to sit and run idle from 7 pm to 7 am, unless located in an industrial park and not within 1000 feet of a single-family residence."

Conditions: Changed requirements for idling vehicles to add that this does not apply to refrigerant modules.

OA24060019-10 - Approval of Amendment #10 Section 7-1-100, General Requirements Off-Street Automobile Parking

OA24060019-11 - Approval with changes: Amendment #11 Section 6-1-110, Airstrip, Private (9)

Planning Commission Recommended Changes: Add helipad with helipad to be 5 acres or more and airstrips to be 50 acres or more.

Work Session Recommended Changes - Amend length of runway "fixed-wing aircraft shall be at least 1,200 feet long". Remove "No more than a maximum of three aircraft are stationed, located, parked or operated at, to or from the location at any given time. Amend required acreage to read: The airstrip facility shall be located on a minimum lot size of 20 acres and a helipad on a minimum 5 acres. Add "All existing landing strip and helipads currently in operation shall apply for a license to be reviewed and considered by the Planning and Development Department to be approved as Legal Non-Conforming uses. This registration for licensing must be submitted prior to January 1, 2025. A license fee of \$75 per year will be required. Renewal notices will be sent out each year.

OA24060019-12 - Approval of Amendment #12 Section 170, Zoning Classification of De-Annexed Property

OA24060019-13 - Approval with changes: Amendment #13 Section 6-1- Golf Courses

Planning Commission Recommended Changes: Approve with comments added by the Director and that a site plan be submitted with request.

OA24060019-14 - Approval of Amendment #14 Section 6-1- Fences and Retaining Walls

OA24060019-15 - Approval of Amendment #15 Section 10-2-120, Public Water Systems

OA24060019-16 - Approval Amendment #16 Section 6-1-360, Flag Lot

OA24060019-17 - Approval of Amendment #17 Section 8-1-120, Developments of Regional Impact

OA24060019-18 - Approval of Amendment #18 Section 6-1-120, Amphitheater/Stadium/Concert Hall (18)

OA24060019-19 - Approval of Amendment #19 Section 2-1-100, Definition of Abandoned "Junk" Vehicle and Section 7-2-150, Guidelines Regarding Abandoned or "Junk" Vehicles

Planning Commission Recommended Changes: Add guidelines to enforce removal of junk vehicles in the right of way more than 7 days.

OA24060019-20 - Approval of Amendment #20 Section 4-2-110, 2400 Residential Overlay District

OA24060019-21 - Approval of Amendment #21 Section 6-1-520, Manufactured Home (2)

Chairman Thompson opened a public hearing on the amendments that had no changes from the Work Session, those Amendments being #1, #3, #6, #8, #10, #12, #13, #14, #15, #16, #17, #18, #19, #20 and #21. There was no one present to speak in favor or opposition to the Amendments. Chairman Thompson closed the public hearing on the matter.

*Motion:* Commissioner Adams made a motion to approve the Amendments with no changes from the Work Session; Amendments #1, #3, #6, #8, #10, #12, #13, #14, #15, #16, #17, #18, #19, #20 and #21. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

Chairman Thompson opened a public hearing on Amendment #2. There was no one present to speak in favor or opposition to the Amendment. Chairman Thompson closed the public hearing on the matter.

*Motion:* Commissioner Dixon made a motion to approve the Work Session recommended changes for Amendment #2. Commissioner Dixon seconded the motion and all voted in favor.

Chairman Thompson opened a public hearing on Amendment #4. There was no one present to speak in favor or opposition to the Amendment. Chairman Thompson closed the public hearing on the matter.

*Motion*: Commissioner Adams made a motion to approve the Work Session recommended changes for Amendment #4. Commissioner Shelnutt seconded the motion and all voted in favor.

Chairman Thompson opened a public hearing on Amendment #5. There was no one present to speak in favor or opposition to the Amendment. Chairman Thompson closed the public hearing on the matter.

**Motion:** Commissioner Banks made a motion, seconded by Commissioner Warren to approve the Work Session recommended changes for Amendment #5. All Voted in favor.

Chairman Thompson opened a public hearing on Amendment #7. Tony Smith spoke in opposition with concerns over traffic and the transporting of gas from the site. Chairman Thompson closed the public hearing on the matter.

**Motion:** Commissioner Bradford made a motion to deny Amendment #7. Commissioner Adams seconded the motion; voted and carried unanimously.

Chairman Thompson opened a public hearing on Amendment #9. Dan Moore and Tony Smith voiced their concerns. Chairman Thompson closed the public hearing on the matter.

**Motion:** Chairman Thompson made a motion to approve with the recommended Work Session changes, a 50 ft. commercial entrance, 100 ft. residential buffer and no idling with the exception of refrigerated compressors. Commissioner Adams seconded the motion and all voted in favor.

Chairman Thompson opened a public hearing on Amendment #11. There was no one present to speak in favor or opposition to the Amendment. Chairman Thompson closed the public hearing on the matter.

**Motion**: Commissioner Adams made a motion, seconded by Commissioner Shelnutt to approve with the Work Session recommended changes and adding that after a year of non-use, the "legal non-conforming" status goes away. All voted in favor.

Approval with conditions - Z24080001 - Rezone 3.66 acres from A2 to B2 with conditional use for outside storage for landscape company - Applicants/Owners: Michael & Stephanie

Holbrook - Property located at 720 & 740 Cannon Farm Rd./Map/Parcels C0300204 & 203 - District 3

Conditions: Fencing and landscaping as discussed by applicant.

Chairman Thompson opened a public hearing on the matter. Applicant Michael Holbrook spoke in favor of the rezone/conditional use. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Shelnutt made a motion to approve per the Planning Commission recommendation. Commissioner Banks seconded the motion; voted and carried unanimously.

<u>Approval with conditions - CU24090002 - Conditional use on 29.51 acres for outdoor storage - Applicant/Owner: John McGaha - Property located at 1841 Hwy. 11 & John Deere Rd. - Map/Parcel C0880029 - District 6</u>

Conditions: Fence the area where storage is to be located and if the area expands in the future, the entire perimeter must be fenced and explore secondary entry point and no entry off John Deere Rd. Applicant must ensure compliance with GDOT. Commercial storage of vehicles must adhere to the guidelines of the new amendment to Section 6-1-610.

Chairman Thompson opened a public hearing on the matter. Applicant John McGaha and Billy Mitchell spoke in favor. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Dixon made a motion to approve the conditional use contingent upon recommendations from GDOT and the Planning Commission. Commissioner Adams seconded the motion. After further discussion, Commissioner Dixon amended his motion adding that the applicant abides by the new guidelines approved at tonight's meeting. Commissioner Adams seconded the amended motion and all voted in favor.

#### PLANNING & DEVELOPMENT

#### Deannexation Request - City of Monroe - Hwy. 78

**Motion:** Commissioner Bradford made a motion, seconded by Commissioner Dixon to approve the deannexation request. All voted in favor.

#### ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of October 1, 2024 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25,000 or Greater
- **3.** GDOT LMIG Application FY2025
- 4. Collection Services Agreement Credit Bureau Associates EMS
- **5.** Amendment to Build Agreement Windstream State Local Fiscal Recovery Fund (SLFRF)

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

#### **FINANCE**

#### Vacation Buy Back Request

*Motion:* Commissioner Adams made a motion to approve and fund the vacation buy back request. Commissioner Banks seconded the motion; voted and carried unanimously.

#### Resolution - FY25 Budget Amendment

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

#### **APPOINTMENTS**

#### W. H. Stanton Memorial Library - Board of Trustees

Motion: Commissioner Bradford made a motion to appoint Carrie Booher to the W. H. Stanton Memorial Library Board of Trustees. Commissioner Adams seconded the motion; voted and carried unanimously.

#### <u>Planning Commission - District 2</u>

**Motion:** Commissioner Banks made a motion to appoint Chris Alexander Lake to the Walton County Planning Commission, for District 2. Commissioner Warren seconded the motion. All voted in favor.

#### **EXECUTIVE SESSION**

**Motion:** At 7:13 p.m., Commissioner Adams made a motion to enter into Executive Session. Commissioner Dixon seconded the motion and all voted in favor.

**Motion:** At 7:27 p.m., Commissioner Adams made a motion, seconded by Commissioner Dixon to return to regular session. All voted in favor. There were no votes taken in Executive Session.

#### **ADJOURNMENT**

**Motion:** Commissioner Adams made a motion, seconded by Commissioner Dixon, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:27 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

Meeting			December 3, 2024				
Department	Fund		Description	Payee		Amount	
Budget Year FY 25							
		100	Premium for December 2024-For the Record	One America	\$	36,561.20	
		Various	Insurance-GA First Responders PTSD	Accg-Irma PTSD Insurance	\$	26,812.00	
		Various	Replenish Funds in Health Benefits-For the Record	Walton Co. Health Benefits Trust	\$	500,000.00	
		Various	Replenish Funds In Workers Comp-For the Record	Walton Co BOC	\$	66,315.00	
Elections							
	1401	100	Temp Payroll	Chase Professionals	\$	72,321.37	
	1401	100	Temp Payroll	Chase Professionals	\$	27,350.78	
.aw							
	1530	100	General Legal Fees-For the Record	Atkinson Feruson LLC	\$	26,253.86	
т							
	1535	100	M365 Apps	SHI International Corp	\$	79,631.20	
Sheriff's Dept							
	3300	100	Flock Safety Falcon (50 each @3,000)	Flock Group Inc.	\$	150,000.00	
	3300	100	Flock Safety Advanced Search (102 each @ 49.02)	Flock Group Inc.	\$	5,000.00	
ail							
	3325	100	Housed Out Inmates-October 2024	Barrow Co Board of Commissioners	\$	55,514.00	
	3325	100	Housed Out Inmates-October 2024	Washington Co Board of Commissioners	\$	66,880.00	
	3325	100	Inmate Medical Specialty Care	Correct Health	\$	31,710.37	
	3325	100	Inmate Medical-January 2024	Correct Health	\$	184,305.01	
	3325	100	Inmate Meals-September 2024	Kimble's Food By Design	\$	75,257.02	
	3325	100	Inmate Meals-October 2024	Kimble's Food By Design	\$	80,344.44	
Splost 2013							
	3325.13	322	Jail Access Road- For the Record	Precision Planning Inc	\$	6,229.47	
	3325.13	322	Public Safety Complex-For the Record	Precision Planning Inc	\$	60,946.58	

Department Fund		Fund	Description	Payee		Amount
	3325.13	322	Public Safety Complex-For the Record	Precision Planning Inc	\$	49,870.43
	3325.13	322	Public Safety Complex-For the Record	Precision Planning Inc	\$	71,086.30
	3325.13	322	Temp Construction Road-For the Record	ER Snell Contractor Inc.	\$	83,294.70
Jail Bond 2021						
	3325.22	315	Construction Cost-For the Record	Comprehensive Program Services	\$	60,000.00
	3325.22	315	Engineering Services September-For the Record	McCarthy Barnsley II	\$	5,550,651.48
Water						
	4446	507	Water and Testing - For the Record	Cornish Creek Water Fund	\$	228,245.00
The Grove 2023	6220.23	338	Professional Engineering Services-For the Record	Matrix Engineering Group Inc	\$	24,765.00
HLC Water Treatment Fa	cility					
		504	Professional Engineering - For the Record	Archer Western Construction	\$	37,586.00
		504	Professional Engineering-For the Record	Engineering Strategies Inc	\$	21,304.00
		504	Professional Engineering - For the Record	Jacob's Engineering	\$	84,408.02
		504	HLC Management-For the Record	Precision Planning	\$	30,463.47
Hard Labor Creek						
	4405	508	Daily monitoring of traps & removal of animals-For the Record	Alan D Barton	\$	2,250.00
	4405	508	Environmental Services HLC O&M-For the Record	Nelson Environmental, Inc	\$	5,822.50
	4405	508	HLC O&M Fees-For the Record	Precision Planning Inc	\$	2,588.54
		508	Professional Services 8/24/24-10/18/24-For the Record	CH2M Hill Engineers, Inc	\$	1,157.00
		508	HLC Management-For the Record	Precision Planning Inc	\$	4,491.34

\$7,809,416.08

# Walton County Department Agenda Request

Department Name: Facilities/Risk Mgmt. Department Head/Representative: Hank Shirley Meeting Date Request: December 3rd, 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:

Item 8.3.

# Walton County Miscellaneous Surplus

Items released as County Surplus Property on the <u>3rd</u> of <u>December</u>, 2024.

QTY	Dept. or ID#	Description (make/model/year if Applicable)	Serial / V.I.N.
		•	Part # WC50
1	Public Works	Stihl BG55 Hand Held Blower	Part # WC73
1 Public Works		Husqvarna 125B Hand Held Blower	Fait # WC/3
1	District Attorney	Stand Up Work Station	
1	District Attorney	Desk Floor Mat	
1	EMS	2014 Chevy 3500	1GB3CZC87FF506283
1	EMS	2015 Chevy 3500	1GB3CZC88GF109182

# Summary of Actions Taken at November 19, 2024 Meeting of the Walton County Water and Sewerage Authority

- Consider Adoption of Meeting Agenda APPROVED
- WCWSA Review/Approval of June 26, 2024 Meeting Minutes APPROVED
- Consider approval of Final Guaranteed Maximum Price (GMP) submitted by Archer-Western for construction of the Hard Labor Creek Water Treatment Facility in an amount not to exceed \$122,026,840. – APPROVED
- Consider approval of proposal from Jacobs Engineering for permitting, bidding, and construction services on the Apalachee River Intake in an amount not to exceed \$209,539; subject to final legal review of final contract terms and conditions. — APPROVED
- Consider approval of Schnabel Engineering Services Proposal for Post-Construction Dam Monitoring through June 2026; and design of necessary dam repairs noted in GaEPD Safe Dams Inspection Report in an amount not to exceed \$136,000. – APPROVED
- Consider approval of proposal from Nelson Environmental for the required 2025 HLC Annual Downstream Morphology and Habitat Survey of Hard Labor Creek in an amount not to exceed \$35,332.19. **APPROVED**
- Consider approval proposal from Zile Technology, Inc. to design and install an upgrade of the existing reservoir downstream monitoring station to replace outdated and failing equipment and allow remote communication of monitoring data in an amount not to exceed \$27,672.00. – APPROVED



# **Walton County Board of Commissioners**

# **Proposed 2025 Meeting Calendar**

# **MEETING DATE**

Tuesday, January 7th

Tuesday, February 11th, \*(2nd Tuesday, Clerks Conference)

Tuesday, March 4th

Tuesday, April 1st

Tuesday, May 6<sup>th</sup>

Tuesday, June 3<sup>rd</sup>

Tuesday, July 8<sup>th</sup>, \*(2<sup>nd</sup> Tuesday, Holiday Week) Tuesday, August 5<sup>th</sup>

Tuesday, September 2<sup>nd</sup>

Tuesday, October 7<sup>th</sup>

Tuesday, November 4<sup>th</sup>

Tuesday, December 2<sup>nd</sup>

Walton County, Georgia								
Proposed Budget Calendar								
Fiscal Year 2026								
Date	Day	Time	Place	Activity				
12/3/2024	Tuesday	6:00	Historic Courthouse	Adoption of Budget Calendar by the BOC				
1/3/2025	Friday	Noon	N/A	Budget Packets to Departments				
1/3/2025	Friday	Noon	N/A	Budget Packets sent to Agencies				
1/21/2025	Tuesday	Noon	N/A	Personnel Budget Requests due to Finance and HR Director				
2/3/2025	Monday	Noon	N/A	Budget Requests due to Finance, IT and Facilities				
3/10/2025	Monday	9:00-4:00	Judicial Building	Department Budget Presentations				
3/11/2025	Tuesday	9:00-4:00	Judicial Building	Department Budget Presentations				
3/13/2025	Thursday	TBA	TBA	Budget Work Session (if needed)	*			
3/18/2025	Tuesday	5:00	Historic Courthouse	Presentation of Budget to Commissioner				
3/20/2025	Thursday	TBA	TBA	Budget Work Session (if needed)				
3/24/2025	Monday	TBA	TBA	Budget Work Session (if needed)				
3/25/2025	Tuesday	TBA	TBA	Budget Work Session (if needed)				
4/22/2025	Tuesday	Noon	N/A	Proposed Budget and Budget Highlights to County Clerk for agenda				
4/27/2025	N/A	N/A	N/A	Advertisement notice of budget access to public, 1st notice of public hearing and adoption in Walton Tribune	;			
5/6/2025	Tuesday	4:30	Historic Courthouse	Copies of Summary Budgets Available in County Clerks office Historic Courthouse				
5/6/2025	Tuesday	6:00	Historic Courthouse					
5/11/2025	N/A	N/A	N/A	Advertisement 2nd notice of public hearing and adoption in Walton Tribune				
5/20/2025	Tuesday	5:00	Historic Courthouse	Public Hearing on Budget				
6/3/2025	Tuesday	6:00	Historic Courthouse	Adoption of FY 2026 Budget by BOC at Regular Meeting				

# INTERGOVERNMENTAL AGREEMENT CONCERNING THE CONSTRUCTION OF A NEW AZALEA REGIONAL LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE

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

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

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

WHEREAS, the Parties desire to enter into this Agreement in accordance with the terms, conditions, and obligations contained herein for the purpose of agreeing to the construction process for a new library building to be located on Main Street in the downtown area of the City of Loganville (the "New Library") (from time to time the overall process of designing and building the New Library may be referred to as the "Project"); and,

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville dated November 7, 2023 (the "Concept IGA") memorializing the overall project scope and agreed upon funding mechanisms to pay for the New Library and to agree to the process of designing and building and funding and operating the New Library; and,

WHEREAS, the Parties previously entered into that certain Amendment #1 To That Certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville Dated November 7, 2023 dated June 27, 2024 (the "Concept IGA Amendment 1") memorializing a change in delivery dates for completing additional expected agreements concerning the New Library; and,

WHEREAS, the Concept IGA confirms that the committed funding sources for the New Library are \$1.5 million in ARPA funds from the City, \$1.2 million from the County, and \$3 million in state grant funds from the Library System (the "Funding Sources"); and

WHEREAS, the Concept IGA confirms that the Library will pursue additional funding through fundraising efforts but that the construction may proceed based on the committed funding sources; and

WHEREAS, as a condition of the \$3 million state grant, the New Library must be used as a library for at least 20 years; and

WHEREAS, the City and Library System previously entered into that certain Intergovernmental Agreement Concerning The Design of a New Azalea Regional Library Inside the City Limits of Loganville dated September 23, 2024 (the "Design IGA") memorializing the location, size, design, and certain shared infrastructure associated with the New Library; and,

WHEREAS, the Library System has previously chosen the architectural firm of McMillan, Pazdan, Smith, Architecture to design the New Library (the "Architects"); and,

WHEREAS, a construction committee consisting of Stacy L. Brown, Executive Director, Azalea Regional Library System, Lisa Luttrell, Chairwoman of the O'Kelly Memorial Library Board, Danny Roberts, Loganville City Manager, Branden Whitfield, Loganville City Council Member and Chairman of the City's Economic Development Committee, and Nate Rall, Executive Director of Planning and Programs for the Georgia Public Library Service, ("New Library Planning Committee" or "NLPC") was created and has regularly met with the Architects to help develop the overall design of the New Library; and,

WHEREAS, the New Library will be located on 1.852 acres owned by the City and adjacent to the Town Green (the "Property") (see Exhibit A); and,

WHEREAS, the Parties anticipate beginning construction of Phase 1 of the New Library in the first half of calendar year 2025; and,

WHEREAS, the Parties anticipate that Phase 2 of the New Library will be built at a later date, upon agreement of the Parties and as funding sources for Phase 2 are properly secured; and,

WHEREAS, the Parties agree that on or before March 31, 2025 the parties will work to enter into an additional agreement containing substantially all matters relating to the future operations of the New Library including essential lease terms relating to the Library Tract (the "Operations IGA");

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, County and the Library System do hereby agree as follows:

- 1. <u>Use of Funding Sources.</u> The committed Funding Sources identified in the Concept IGA shall be utilized and exhausted in the below sequential order as Phase 1 of the Project is developed:
  - a. First, \$3 million from the State Grant, then
  - **b.** \$1.5 million from the City of Loganville, then
  - **c.** \$1.2 million from Walton County.

The Library System has commenced drawing on the \$3 million State Grant to pay for architect fees and geotechnical testing totaling approximately \$405,000.

- Reimbursement Basis. The funds shall be payable to the Library System on a reimbursement basis. The Library System shall provide supporting documentation demonstrating payment for project expenses as part of its draw requests as further detailed below.
- 3. <u>Draw Requests</u>. Draw requests shall be approved by the NLPC and signed by Stacy Brown prior to submission to the appropriate payor (State, City or County). Draw requests to the City shall be submitted to Danny Roberts. Draw requests to the County shall be submitted to John Ward. Said request shall be in writing and accompanied by copies of the contractor's invoices and progress update (percentage complete), and documentation evidencing the Library System's payment of the contractor's invoices. A sample draw request form is attached hereto as Exhibit "B". The Library System shall maintain records of all draw requests which shall be available to any Party upon request.
- 4. <u>Payment.</u> Payments to the Library System shall be made by Automatic Clearing House ("ACH") payment within 14-days of the draw request. Approval and payment of the draw request shall not be withheld so long as the proper documentation accompanies the request, the request is in an amount which is available from the requested funding source, the amount is within the project budget, and other funding sources have been exhausted based on the order established herein.
- 5. <u>Selection of Contractor to Build Project.</u> In accordance with the Design IGA, the Library System previously bid the Project out in accordance with OCGA 36-91-1, et seq based on the Construction Documents seeking a qualified contractor to construct the New Library. The Bid Opening Process occurred on November 20, 2024. At its meeting on November 23, 2024,he Library System accepted the bid from Garland & Associates Contractors, Inc. in the amount of \$5,230,000.00.
- 6. <u>Budget Shortfall</u>. Because the bid that was awarded for the construction of the Project in addition to the cost for engineering, landscaping and FF&E exceeds the New Library Funding resources of \$5,700,000, the Parties agree that this shortfall shall be addressed as follows:
  - a. The NLPC as defined in the Concept IGA will meet and confer and determine if it is in the best interest of the Parties collectively to reduce the scope of the Project to allow completion of Phase 1. If the NLPC determines that a reduction in the

scope of Phase 1 of the Project is in the best interest of the Parties, then said scope reduction shall be implemented so as to allow the Project to be completed timely to allow for Library operations to commence at the New Library.

- b. If the NLPC cannot agree to a reduction in the scope of Phase 1 of the Project or they determine that it is not in the best interest of the Parties to reduce the scope of Phase 1 of the Project, then the Library System shall seek additional funding to cover the shortfall between the original New Library Funding Sources and the bid price awarded for the construction of the Project.
- 7. <u>Project Changes.</u> Project Changes shall be governed by Paragraph Nine (9) of the Design IGA.
- 8. <u>Stormwater Detention System</u>. The Parties acknowledge that the terms of Paragraph Seven (7) of the Design IGA concerning off-site stormwater management control and the costs concerning the same shall be shared as outlined therein. Construction and completion of this Off-Site Stormwater Detention System shall be completed during construction of Phase 1 of the Project.
- **9.** <u>Construction Progress.</u> The NLPC shall oversee construction progress and provide updates to the Parties upon request.
- 10. Construction Completion Date. The Parties anticipate that substantial completion of Phase 1 of the Project will be achieved on or before December 2025. Once substantial completion is achieved then the Parties expect library operations to commence in the New Library within ninety (90) days of a receipt of a certificate of occupancy.
- **11.** <u>Assignment</u>. This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.
- **12.** <u>Modification</u>. This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.
- 13. <u>Notices</u>. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:
  - **a.** If to the City:

Danny Roberts, City Manager City of Loganville 4303 Lawrenceville Road Loganville, Georgia 30052

With a copy to:

Paul L. Rosenthal, City Attorney Rosenthal Wright 110 Court Street Monroe, Georgia 30655

# **b.** If to the County:

David G. Thompson, Chairman of the Board of Commissioners 303 S. Hammond Drive, Suite 330 Monroe, Georgia 30655

With a copy to:

Chip Ferguson, County Attorney Atkinson Ferguson, LLC 118 Court Street Monroe, Georgia 30655

**c.** If to the Library System:

Stacy L. Brown, Executive Director Azalea Regional Library System 1121 East Avenue Madison, Georgia 30650

With a copy to:

Andrea P. Gray, Esq. 300 E. Church Street Monroe, Georgia 30655

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused or undeliverable, the date of receipt shall be the date of the official United States postmark.

**14.** Consent of Parties. Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be withheld unreasonably or arbitrarily. It is

further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement or his duly appointed successor or by one of the persons authorized by law or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the City requires a vote by the City Council, the City will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting. Where approval on the part of the Library System requires a vote by the Board of Trustees, the Library System will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Trustees at its regularly scheduled meeting. In the event that a decision is considered an emergency and must be made prior to either party's regularly scheduled meeting, the Parties agree to call an emergency meeting to decide such matter as may be necessary.

- **15.** Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia in case of an inconsistency between the terms of this Agreement and any applicable general or special law said general or special law shall govern.
- **16.** <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 17. <u>Illegality of Terms</u>. It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.
- **18.** <u>No Waiver</u>. No consent or waiver, express or implied, by either party, to any breach of any covenant, condition or duty of the other shall be construed as a consent to, waiver of, any other breach of the same, or any other covenant, condition or duty.
- 19. Time of Essence. Time is of the essence under this Agreement.
- **20.** Entire Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the design of the project.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE.]

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

ATTEST:	CITY OF LOGANVILLE
By:	By:
Krisi Ash, Deputy Clerk	Skip Baliles, Mayor
ATTEST:	WALTON COUNTY, GEORGIA
By:	Ву:
Rhonda Hawk, Clerk	David Thompson, Chairman of the
	Walton County Board of Commissioners
ATTEST:	AZALEA REGIONAL LIBRARY SYSTEM
By:	By:
	Stacy Brown, Executive Director



# Agreement for Provision of Probation Services for the Probate Court of Walton County, Georgia

This AGREEMENT is made by and between <u>Southeast Corrections, LLC</u> organized under the laws of the State of <u>Georgia</u> with its principal place of business at <u>1960 Satellite Boulevard</u>, <u>Suite 3000</u>, <u>Duluth</u>, <u>Georgia 30097</u> hereinafter "Contractor" and <u>Walton County</u>, <u>Georgia</u>, a member of ACCG, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as "County" with the express written consent of the Chief Judge of the Probate Court of Walton County, Georgia. This Agreement is governed by *O.C.G.A.* §§ 42-8-100 et. seq. and the parties enter the agreement under the specific authority granted therein.

#### WITNESSETH:

WHEREAS, County wishes to contract with Contractor to provide probation services for the Probate Court of Walton County, Georgia, hereinafter referred to as "Court"; and

WHEREAS, Contractor is a company with the requisite professional staff, expertise, knowledge, and professional registrations or certifications and is licensed to provide said services; and

WHEREAS, Contractor has a Fee Schedule (which is attached hereto as Exhibit A and is incorporated herein by this reference) for the services to be provided and the costs of said services to be paid by those placed on probation by a Judge of the Court; and

Now, therefore, the County and Contractor, in consideration of the mutual covenants and promises contained herein do agree as set forth below:

#### Section 1: Contractor's Services

The Contractor shall provide probation services including but not limited to:

- 1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings.
- 2. The Contractor shall maintain for the life of the Agreement a probation office within Walton County.
- 3. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.
- 4. The Contractor shall meet with each probationer placed on probation under the supervision of the Selected Contractor at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Court order may be required to meet with their supervisor more than one (1) time every month. At the discretion of the Court, the Contractor shall provide intensive probation services that may include the requirement(s) for weekly reporting, home visits, telephone contacts, or a combination of any or all these requirements. For probationers placed on intensive probation, the Contractor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements are in effect.



- 5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.
- 6. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
- 7. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
  - a. Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on no less than a monthly basis. All funds and payments shall be accompanied with reporting and accounting through integration with the Court's computer software system in a format as determined by the Court.
  - b. The Contractor shall collect fines, fees, restitution, and court costs assessed to the probationer by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrears only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each probationer. The Contractor will further provide a written receipt of all moneys paid to the Contractor by a probationer each time he or she makes a payment.
  - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
  - d. The Contractor shall assess a \$75 warrant fee per occurrence when a warrant is requested due to a probation violation and later signed by the Court. The Contractor will remit all warrant fees collected from probationers to the Court as a part of the records reconciliation and payment reimbursement process as prescribed in item number .25. The Contractor shall retain no portion of warrant fees ordered and/or collected.
- 8. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest-bearing account without benefit or profit from said accounts.
- 9. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees collected be retained by the Contractor.



- 10. A nine dollar (\$9.00) per month surcharge shall be collected from each probationer placed on probation by the Contractor, unless the probationer is exempted by the Court, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13 (f).
- 11. Contractor shall adhere to O.C.G.A. §42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
- 12. Contractor shall adhere to O.C.G.A. §42-8-103.1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

Further, When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

- 13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the County limits of Walton County, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
- 14. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing and shall pay those costs pursuant to the Fee Schedule provided.
- 15. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Any electronic monitoring shall be in accordance with the attached <a href="Exhibit B">Exhibit B</a>. Probationers shall assume the cost of electronic monitoring and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.
- 16. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.



- 17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.
- 18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant.
- 19. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
- 20. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur, and the amounts and dates of all monies collected.
- 21. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records, and papers of whatever kind relative to the supervision of probationers and shall make the same available only to authorized employees of the Contractor and authorized personnel of the County of Walton, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
- 22. In accordance with Georgia Department of Corrections Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the County and shall make the same available only to the Court, Walton County officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of Walton County, Georgia.

The Contractor may retain confidential copies for its files if so desired.

Where not specifically defined above, the Contractor shall adhere to O.C.G.A. §42-8-108, O.C.G.A. §42-3-3, O.C.G.A. §42-8-106.1 and O.C.G.A. §42-8-109.2 as they relate to record keeping and reports required by Georgia State law.

23. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.



- 24. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Contractor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.
- 25. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
- 26. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents, or representatives, engage in any employment, business, or activity that interferes with or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Contractor nor any of its employees, agents, or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents, or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
- 27. The Contractor shall supervise all persons assigned to probation by the Court with an average ratio of probationers to staff of no greater than three hundred (300) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by Department of Community Supervision's Adult Misdemeanor Probation Oversight Unit.
- 28. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
  - a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-107;
  - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8-107;
  - c) Has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-107; and
  - d) Has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Contractor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-107.
  - e) Where not specifically defined above, Contractor shall adhere to Georgia Department of Community Supervision Rules 105-2.09 and 105-2.12 related to employee qualifications, initial training, and continuing education.
  - f) Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.10 and O.C.G.A. §35-3-34 related to criminal background checks.



- 29. Under no circumstances shall costs or charges be incurred by the Court or the County from the Contractor for services rendered to the Court or the County. Under no circumstances shall the Court or the County be invoiced, receive a statement, or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.
- 30. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.
- 31. Within thirty (30) calendar days of Agreement termination with the County, the Contractor shall return/turn over to the County all files, documents, correspondence, papers and databases applicable to the County's Agreement and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the County.
- 32. Conflicts of Interest: The Contractor shall deliver to the County Clerk an affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that in rendering services to the County that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents, or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, the Contractor shall disclose immediately to the County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor's County's, officers, employees, agents or anyone providing services under this Contract. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Contractor's failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the County to pursue damages or other remedies.

The Contractor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing, or as may be required by law.

33. Follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the activities and services provided under this Contract.

# Section 2: Contractor's Reporting and Data Requirements

The following performance measures are the minimum data and reporting that the County requires tracking progress of the services provided. This information is a minimum and other measures may be requested to be tracked during the term of this Contract.



# § 42-8-108. Quarterly report to judge and council; records to be open for inspection

- (a) Any private corporation, private enterprise, or private agency contracting to provide probation services or any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall provide to the judge who consented to such contract or agreement and DCS a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as DCS may require. Information reported pursuant to this subsection shall be annually submitted to the governing authority that entered into such contract and thereafter be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50. Local governments are encouraged to post electronic copies of the annual report on the local government's website, if such website exists.
- (b) All records of any private corporation, private enterprise, or private agency contracting to provide services or of any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.

Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.13.

# Section 3: County's Responsibilities

The County's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items as might be required and are mutually agreed upon in writing.

### **Section 4: Period of Service**

Unless earlier terminated as provided herein, this Agreement shall commence on January 1, 2025, and shall continue in full force and effect until December 31, 2025. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the County, in consultation with the Chief Judge, and by the Chief Judge, with the approval of the County, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon ninety (90) days' prior written notice to the County and Chief Judge. Additionally, the Chief Judge may terminate this Agreement immediately for cause, including without limitation: material breach of this Agreement; insolvency of Contractor; or filing a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, Contractor shall peaceably surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received, less supervision fees validly collected and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.



#### **Section 5: General Conditions**

#### **Insurance**

The Contractor shall at all times during this Agreement maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force with the County of Walton named as an additional insured. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the County of Walton."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

Subject to the approval of the County and to the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance.

# 5.2 Successors and Assigns

The Contractor and County each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Contractor nor the County will assign or transfer any interest in the Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Contractor and the County.



#### 5.3 Modification

This Agreement constitutes the entire understanding between the County and Contractor and may be modified only by a written instrument duly executed by the parties hereto. This Agreement supersedes and replaces in full all previous or current Agreements between the County and the Contractor.

# 5.4 Compliance with Law

The Contractor shall comply with all requirements and conditions set forth by the Chief Judge of the Court and shall at all times comply with any rules, regulations and statutes of the State of Georgia, whether currently existing or enacted after the execution of this Contract.

### 5.5 Miscellaneous

This Agreement is governed by the laws of the State of Georgia.

#### 5.6 Indemnification

Contractor shall indemnify and hold harmless the County and the Court from and against all liability (including cost of defense, settlement, judgment, and reasonable attorneys' fees) resulting from breach by Contractor or resulting from the negligence, willful or tortious acts, omissions, or misconduct of Contractor and its employees, agents, or representatives in the provision of services under this Contract. This indemnification provision shall survive the expiration or termination of this Contract.

#### Section 6: Standard of Care

In performing its professional services, the Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

#### **Section 7: Venue**

Disputes arising out of this Agreement shall be heard in the State or Superior Court of Walton County, Georgia. The County and Contractor agree that jurisdiction and venue are proper in Walton County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.

# **Section 8: Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.

# Section 9: Compliance with Georgia Law

This Agreement is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13-10-91. The County is in compliance with O.G.C.A. § 13-10-91.

Contractor hereby states that it has complied with the requirements of O.C.G.A. § 13- 10-9l, will attest its compliance by completing any necessary affidavits. Contractor acknowledges that it generally and typically



will not utilize subcontractors or sub-subcontractors. However, if a sub-Agreement or subcontractor is utilized by Contractor, Contractor shall obtain the employee number category and eligibility verification from all subcontractors and sub- subcontractors and submit the affidavits required by Georgia Law. Contractor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

### **Section 10: Notice and Service Thereof**

All notices, demands, requests, instructions, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to Mr. John Prescott, Southeast Corrections, LLC 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 or if deposited in the United States Mail in a sealed, postage, prepaid envelope.

All papers required to be delivered to the Court/County shall, unless otherwise specified in writing to the Contractor, be delivered to the County, at the office of the County Clerk, 111 South Broad Street, Monroe Georgia 30655. Any notice to or demand upon the Court/County shall be sufficiently given if delivered to the office of the County Clerk or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the County Clerk or to such other representative of the Court/County or to such other address as the Court/County may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, as the case may be.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

# **Probate Court of Walton County**

BY:	
	David Thompson
	Chairman, Board of Commissioners
BY:	
21.	Bruce E. Wright
	Chief Judge, Walton County Probate Cour
Contra	ctor: Southeast Corrections, LLC
R <sub>v</sub> .	Seal
By:	John C. Prescott, Jr., President
	John C. 1 rescott, 31., 1 resident
Signed	and Sealed in the presence of
C	1
By:	
	Notary Public
	My commission expires:



# EXHIBIT A DETAILED FEES/SERVICES

FEE SCHEDULE ALL AT NO COST TO THE PROBATE COURT OF WALTON COUNTY							
Service	Period/Unit	Probationer Paid	Cost to Court				
Supervision Fee	Monthly (minimum)	\$42.00	\$0.00				
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00				
Intensive Supervision Fee	Monthly	\$45.00	\$0.00				
Pre-Trial Diversion Supervision	Monthly	\$42.00	\$0.00				
Drug Testing - 6 Panel - Lab analysis	Per Test	\$25.00	\$0.00				
Drug Testing – 7 Panel – Lab analysis	Per Test	\$30.00	\$0.00				
Drug Testing – 12 Panel (Includes ETG) On-Site	Per Test	\$25.00	\$0.00				
GC/MS Confirmation	Per Panel	\$25.00	\$0.00				
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00				
Electronic Monitoring (mobile) Alcohol only	Per Day	\$10.00	\$0.00				
One-time hook-up fee for all EM	One time	\$50.00 once	\$0.00				
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00				
In-State Transfer Fee	If applicable	No charge	\$0.00				
Digital Processing Fee	One time	\$2.00	\$0.00				



#### **EXHIBIT B**

#### **ELECTRONIC MONITORING**

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement, if any.

# SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

Monitoring Services. Southeast Corrections will provide the following monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

Southeast Corrections will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

Southeast Corrections will maintain twenty-four (24) hours, seven (7) days per week management of Probationer data enrolled hereunder.

Southeast Corrections will provide notification of Alert conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section (Standard Monitoring Program Level) herein or as agreed upon in writing by the Court and Southeast Corrections.

Alert Condition and Equipment status information for each Probationer will be documented and maintained by Southeast Corrections.

Notification Options.

Standard Monitoring Program Level. The Standard Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases. At this level of monitoring, the Court determines that the next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

Other Notification Levels. Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may desire more immediate notification; Southeast Corrections will increase the level of notification provided appropriate Court personnel can be made available for response. In the absence of written notification procedures to the contrary, the Standard Monitoring Level will apply.

Maintenance. Southeast Corrections shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by the Probationer's negligence or the damage or destruction of the Equipment by parties other than Southeast Corrections. The Court will assist Southeast Corrections in enforcement of this policy.

EQUIPMENT. Southeast Corrections shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.



#### MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet, PTU, and a central computer system. The Units communicate with the host computer system through the Probationer's standard telephone service or internal cellular phone capability as needed.

System Maintenance. The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The Court will be notified in advance of any such situation.

SOUTHEAST CORRECTIONS expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.

THE COURT'S OBLIGATIONS. The Court shall have the responsibility to: Refer appropriate cases to Southeast Corrections for supervision.

Identify authorized personnel to which Southeast Corrections may report violations.

Provide to Southeast Corrections required Probationer case and curfew information and Court Order.

Identify and make available the Court's staff and/or Equipment (fax, pager) for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.



#### **Exhibit C**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RODUCER

The Whitlock Group, Inc.

Peter J Moon

PHONE

MARK: Peter J Moon

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The Whitlock Group, Inc.					PHONE (A/C, No, Ext): (678) 906-2008 (A/C, No, Ext): (855) 906-2012								
2915 Premiere Pkwy Suite 120					(A/C, No, Ext): (670) 900-2000 (A/C, No): (655) 900-2012  E-MAIL ADDRESS: pmoon@twgins.net								
						INSURER(S) AFFORDING COVERAGE				NAIC #			
Duluth					GA 30097 INS			INSURER A: Kinsale Insurance Company				38920	
INSU	RED							INSURER B: Selective Insurance Co. of South Carolina					19259
		Southeast	Cor	rections, LLC				INSURER C: EMPLOYERS Preferred Insurance Company					10346
		1960 Sate	llite	Blvd, Ste 3000				INSURE	RD: Underwri	iters at Lloyds,	London		
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ACORD 25 (2016/03)

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# Agreement for Provision of Probation Services for the Magistrate Court of Walton County, Georgia

This AGREEMENT is made by and between <u>Southeast Corrections, LLC</u> organized under the laws of the State of <u>Georgia</u> with its principal place of business at <u>1960 Satellite Boulevard</u>, <u>Suite 3000</u>, <u>Duluth</u>, <u>Georgia 30097</u> hereinafter "Contractor" and <u>Walton County</u>, <u>Georgia</u>, a member of ACCG, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as "County" with the express written consent of the Chief Judge of the Magistrate Court of Walton County, Georgia. This Agreement is governed by *O.C.G.A.* §§ 42-8-100 et. seq. and the parties enter the agreement under the specific authority granted therein.

#### WITNESSETH:

WHEREAS, County wishes to contract with Contractor to provide probation services for the Magistrate Court of Walton County, Georgia, hereinafter referred to as "Court"; and

WHEREAS, Contractor is a company with the requisite professional staff, expertise, knowledge, and professional registrations or certifications and is licensed to provide said services; and

WHEREAS, Contractor has a Fee Schedule (which is attached hereto as Exhibit A and is incorporated herein by this reference) for the services to be provided and the costs of said services to be paid by those placed on probation by a Judge of the Court; and

Now, therefore, the County and Contractor, in consideration of the mutual covenants and promises contained herein do agree as set forth below:

#### Section 1: Contractor's Services

The Contractor shall provide probation services including but not limited to:

- 1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings.
- 2. The Contractor shall maintain for the life of the Agreement a probation office within Walton County.
- 3. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.
- 4. The Contractor shall meet with each probationer placed on probation under the supervision of the Selected Contractor at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Court order may be required to meet with their supervisor more than one (1) time every month. At the discretion of the Court, the Contractor shall provide intensive probation services that may include the requirement(s) for weekly reporting, home visits, telephone contacts, or a combination of any or all these requirements. For probationers placed on intensive probation, the Contractor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive



probation requirements are in effect.

- 5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.
- 6. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
- 7. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
  - a. Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on no less than a monthly basis. All funds and payments shall be accompanied with reporting and accounting through integration with the Court's computer software system in a format as determined by the Court.
  - b. The Contractor shall collect fines, fees, restitution, and court costs assessed to the probationer by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrears only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each probationer. The Contractor will further provide a written receipt of all moneys paid to the Contractor by a probationer each time he or she makes a payment.
  - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
  - d. The Contractor shall assess a \$75 warrant fee per occurrence when a warrant is requested due to a probation violation and later signed by the Court. The Contractor will remit all warrant fees collected from probationers to the Court as a part of the records reconciliation and payment reimbursement process as prescribed in item number .25. The Contractor shall retain no portion of warrant fees ordered and/or collected.
- 8. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest-bearing account without benefit or profit from said accounts.
- 9. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees



collected be retained by the Contractor.

- 10. A nine dollar (\$9.00) per month surcharge shall be collected from each probationer placed on probation by the Contractor, unless the probationer is exempted by the Court, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13 (f).
- 11. Contractor shall adhere to O.C.G.A. §42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
- 12. Contractor shall adhere to O.C.G.A. §42-8-103.1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

Further, When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

- 13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the County limits of Walton County, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
- 14. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing and shall pay those costs pursuant to the Fee Schedule provided.
- 15. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Any electronic monitoring shall be in accordance with the attached <u>Exhibit B</u>. Probationers shall assume the cost of electronic monitoring and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.
- 16. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive



or who desire employment assistance or other forms of counseling.

- 17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.
- 18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant.
- 19. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
- 20. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur, and the amounts and dates of all monies collected.
- 21. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records, and papers of whatever kind relative to the supervision of probationers and shall make the same available only to authorized employees of the Contractor and authorized personnel of the County of Walton, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
- 22. In accordance with Georgia Department of Corrections Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the County and shall make the same available only to the Court, Walton County officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of Walton County, Georgia.

The Contractor may retain confidential copies for its files if so desired.

Where not specifically defined above, the Contractor shall adhere to O.C.G.A. §42-8-108, O.C.G.A. §42-3-3, O.C.G.A. §42-8-106.1 and O.C.G.A. §42-8-109.2 as they relate to record keeping and reports required by Georgia State law.

23. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.



- 24. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Contractor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.
- 25. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
- 26. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents, or representatives, engage in any employment, business, or activity that interferes with or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Contractor nor any of its employees, agents, or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents, or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
- 27. The Contractor shall supervise all persons assigned to probation by the Court with an average ratio of probationers to staff of no greater than three hundred (300) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by Department of Community Supervision's Adult Misdemeanor Probation Oversight Unit.
- 28. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
  - a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-107;
  - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8-107;
  - c) Has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-107; and
  - d) Has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Contractor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-107.
  - e) Where not specifically defined above, Contractor shall adhere to Georgia Department of Community Supervision Rules 105-2.09 and 105-2.12 related to employee qualifications, initial training, and continuing education.
  - f) Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.10 and O.C.G.A. §35-3-34 related to criminal background checks.



- 29. Under no circumstances shall costs or charges be incurred by the Court or the County from the Contractor for services rendered to the Court or the County. Under no circumstances shall the Court or the County be invoiced, receive a statement, or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.
- 30. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.
- 31. Within thirty (30) calendar days of Agreement termination with the County, the Contractor shall return/turn over to the County all files, documents, correspondence, papers and databases applicable to the County's Agreement and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the County.
- 32. Conflicts of Interest: The Contractor shall deliver to the County Clerk an affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that in rendering services to the County that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents, or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, the Contractor shall disclose immediately to the County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor's County's, officers, employees, agents or anyone providing services under this Contract. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Contractor's failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the County to pursue damages or other remedies.

The Contractor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing, or as may be required by law.

33. Follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the activities and services provided under this Contract.

# Section 2: Contractor's Reporting and Data Requirements

The following performance measures are the minimum data and reporting that the County requires tracking progress of the services provided. This information is a minimum and other measures may be requested to



be tracked during the term of this Contract.

# § 42-8-108. Quarterly report to judge and council; records to be open for inspection

(a) Any private corporation, private enterprise, or private agency contracting to provide probation services or any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall provide to the judge who consented to such contract or agreement and DCS a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as DCS may require. Information reported pursuant to this subsection shall be annually submitted to the governing authority that entered into such contract and thereafter be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50. Local governments are encouraged to post electronic copies of the annual report on the local government's website, if such website exists.

(b) All records of any private corporation, private enterprise, or private agency contracting to provide services or of any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.

Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.13.

# Section 3: County's Responsibilities

The County's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items as might be required and are mutually agreed upon in writing.

#### **Section 4: Period of Service**

Unless earlier terminated as provided herein, this Agreement shall commence on January 1, 2025, and shall continue in full force and effect until December 31, 2025. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the County, in consultation with the Chief Judge, and by the Chief Judge, with the approval of the County, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon ninety (90) days' prior written notice to the County and Chief Judge. Additionally, the Chief Judge may terminate this Agreement immediately for cause, including without limitation: material breach of this Agreement; insolvency of Contractor; or filing a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, Contractor shall peaceably surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received, less supervision fees validly collected and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.



#### **Section 5: General Conditions**

#### Insurance

The Contractor shall at all times during this Agreement maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force with the County of Walton named as an additional insured. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the County of Walton."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

Subject to the approval of the County and to the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance.

# 5.2 Successors and Assigns

The Contractor and County each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Contractor nor the County will assign or transfer any interest in the Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Contractor and the County.



## 5.3 Modification

This Agreement constitutes the entire understanding between the County and Contractor and may be modified only by a written instrument duly executed by the parties hereto. This Agreement supersedes and replaces in full all previous or current Agreements between the County and the Contractor.

## 5.4 Compliance with Law

The Contractor shall comply with all requirements and conditions set forth by the Chief Judge of the Court and shall at all times comply with any rules, regulations and statutes of the State of Georgia, whether currently existing or enacted after the execution of this Contract.

## 5.5 Miscellaneous

This Agreement is governed by the laws of the State of Georgia.

## 5.6 Indemnification

Contractor shall indemnify and hold harmless the County and the Court from and against all liability (including cost of defense, settlement, judgment, and reasonable attorneys' fees) resulting from breach by Contractor or resulting from the negligence, willful or tortious acts, omissions, or misconduct of Contractor and its employees, agents, or representatives in the provision of services under this Contract. This indemnification provision shall survive the expiration or termination of this Contract.

## Section 6: Standard of Care

In performing its professional services, the Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

## **Section 7: Venue**

Disputes arising out of this Agreement shall be heard in the State or Superior Court of Walton County, Georgia. The County and Contractor agree that jurisdiction and venue are proper in Walton County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.

## **Section 8: Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.

## **Section 9: Compliance with Georgia Law**

This Agreement is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13-10-91. The County is in compliance with O.G.C.A. § 13-10-91.

Contractor hereby states that it has complied with the requirements of O.C.G.A. § 13-10-9l, will attest its



compliance by completing any necessary affidavits. Contractor acknowledges that it generally and typically will not utilize subcontractors or sub-subcontractors. However, if a sub-Agreement or subcontractor is utilized by Contractor, Contractor shall obtain the employee number category and eligibility verification from all subcontractors and sub- subcontractors and submit the affidavits required by Georgia Law. Contractor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

## Section 10: Notice and Service Thereof

All notices, demands, requests, instructions, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to Mr. John Prescott, Southeast Corrections, LLC 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 or if deposited in the United States Mail in a sealed, postage, prepaid envelope.

All papers required to be delivered to the Court/County shall, unless otherwise specified in writing to the Contractor, be delivered to the County, at the office of the County Clerk, 111 South Broad Street, Monroe Georgia 30655. Any notice to or demand upon the Court/County shall be sufficiently given if delivered to the office of the County Clerk or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the County Clerk or to such other representative of the Court/County or to such other address as the Court/County may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, as the case may be.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

## **Magistrate Court of Walton County**

BY:	
	David Thompson
	Chairman, Board of Commissioners
BY:	
ы.	Mike Burke
	Chief Judge, Walton County Magistrate Court
	emer vadge, water county magnetiate court
Contra	ctor: Southeast Corrections, LLC
D	0.1
By:	Seal
	John C. Prescott, Jr., President
Signed	and Sealed in the presence of
	r
By:	
	Notary Public
	My commission expires:



## EXHIBIT A DETAILED FEES/SERVICES

FEE SCHEDULE ALL AT NO COST TO THE MAGISTRATE COURT OF WALTON COUNTY							
Service	Period/Unit	Probationer Paid	Cost to Court				
Supervision Fee	Monthly (minimum)	\$42.00	\$0.00				
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00				
Intensive Supervision Fee	Monthly	\$45.00	\$0.00				
Pre-Trial Diversion Supervision	Monthly	\$42.00	\$0.00				
Drug Testing - 6 Panel - Lab analysis	Per Test	\$25.00	\$0.00				
Drug Testing – 7 Panel – Lab analysis	Per Test	\$30.00	\$0.00				
Drug Testing -12-Panel (Includes ETG) On-Site	Per Test	\$25.00	\$0.00				
GC/MS Confirmation	Per Panel	\$25.00	\$0.00				
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00				
Electronic Monitoring (mobile) Alcohol only	Per Day	\$10.00	\$0.00				
One-time hook-up fee for all EM	One time	\$50.00 once	\$0.00				
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00				
In-State Transfer Fee	If applicable	No charge	\$0.00				
Digital Processing Fee	One time	\$2.00	\$0.00				



## **EXHIBIT B**

## **ELECTRONIC MONITORING**

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement, if any.

## SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

Monitoring Services. Southeast Corrections will provide the following monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

Southeast Corrections will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

Southeast Corrections will maintain twenty-four (24) hour, seven (7) days per week management of Probationer data enrolled hereunder.

Southeast Corrections will provide notification of Alert conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section (Standard Monitoring Program Level) herein or as agreed upon in writing by the Court and Southeast Corrections.

Alert Condition and Equipment status information for each Probationer will be documented and maintained by Southeast Corrections.

Notification Options.

Standard Monitoring Program Level. The Standard Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases. At this level of monitoring, the Court determines that the next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

Other Notification Levels. Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may desire more immediate notification; Southeast Corrections will increase the level of notification provided appropriate Court personnel can be made available for response. In the absence of written notification procedures to the contrary, the Standard Monitoring Level will apply.

Maintenance. Southeast Corrections shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by the Probationer's negligence or the damage or destruction of the Equipment by parties other than Southeast Corrections. The Court will assist Southeast Corrections in enforcement of this policy.

EQUIPMENT. Southeast Corrections shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.



## MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet, PTU, and a central computer system. The Units communicate with the host computer system through the Probationer's standard telephone service or internal cellular phone capability as needed.

System Maintenance. The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The Court will be notified in advance of any such situation.

SOUTHEAST CORRECTIONS expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.

THE COURT'S OBLIGATIONS. The Court shall have the responsibility to: Refer appropriate cases to Southeast Corrections for supervision.

Identify authorized personnel to which Southeast Corrections may report violations.

Provide to Southeast Corrections required Probationer case and curfew information and Court Order.

Identify and make available the Court's staff and/or Equipment (fax, pager) for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.



## **Exhibit C**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Peter J Moon

								NAME:			FAV		
		lock Group, Inc.						PHONE (A/C, No E-MAIL	o, Ext): (678) 90		FAX (A/C,	No): (855) 9	906-2012
291	5 Pre	emiere Pkwy Suit	e 12	D				E-MAIL ADDRES	ss: pmoon@t	wgins.net			
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		Southeas	t Cor	rections, LLC				INSURE	RC: EMPLOY	ERS Preferre	d Insurance Company		10346
		1960 Sate	ellite	Blvd, Ste 3000				INSURE	RD: Underwr	iters at Lloyds,	London		
								INSURE	RE: Travelers	s Casualty & S	urety Company of Ameri	ca	31194
		Duluth					GA 30097	INSURE	RF: StarSton	e Specialty Ins	urance Co		44776
CO	/ER	AGES		CER'	TIFIC.	ATE I	NUMBER: CL247205459				REVISION NUMBER:		
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Court Services, Records and Consulting Office													
(See attached Comments/Remarks page for coverage details)													
1													

## RESOLUTION

2024-

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO PROVIDE A LOCAL SUPPLEMENT FOR THE SHERIFF OF WALTON COUNTY AND TO PROVIDE FOR LONGEVITY AND COST OF LIVING ADJUSTMENTS WITH RESPECT THERETO, AND TO PROVIDE FOR RELATED MATTERS.

**WHEREAS**, O.C.G.A. § 15-16-20(a)(3) provides that a local governing authority may supplement the minimum annual salary of the sheriff in such amount as it may fix from time to time.

**WHEREAS,** the Board of Commissioners of Walton County has determined to supplement the minimum annual salary of the Walton County Sheriff taking office on January 1, 2025 in the amount of \$3,837.72 pursuant to O.C.G.A. § 15-16-20(a)(3), with said supplement to be subject to subsequent cost of living adjustments and longevity.

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

- 1. The Walton County Sheriff shall be paid, in addition to all other compensation to which he is entitled, an annual local supplement in the amount of \$3,837.72.
- 2. Said local supplement shall take effect on January 1, 2025 and shall remain in effect for so long as the sheriff taking office on January 1, 2025 remains in office, including any subsequent terms of office held by said sheriff, after which time said supplement shall be terminated. Said local supplement shall not remain in effect with respect to any sheriff taking office after the departure from office of the sheriff taking office on January 1, 2025.
- 3. The local supplement provided for in Paragraph 1 hereof shall be increased by multiplying the amount thereof by the percentage which equals 5 percent times the number of completed four year terms of office served by the sheriff receiving the same, to be effective on the first day of January following the completion of each four year term of service.
- 4. Whenever the state employees subject to compensation plans authorized and approved in accordance with O.C.G.A. § 45-20-4 receive a cost-of-living increase or a general performance based increase of a certain percentage, the local supplement provided for in Paragraph 1 hereof, as increased through the application of longevity pursuant to

Paragraph 3 hereof, shall be increased by the same percentage applicable to such state employees. If the cost-of-living increase or general performance based increase is in different percentages as to certain categories of state employees, the amount of the local supplement provided for in Paragraph 1 hereof, as increased through the application of longevity increases pursuant to Paragraph 3 hereof, shall be increased by a percentage not to exceed the average percentage of the general increase in salary granted to such state employees, as calculated by the state Office of Planning and Budget. The increase to the local supplement provided for in this paragraph shall become effective on the first day of January following the date that the cost-of-living or general performance based increases received by state employees become effective; provided, however, that if the cost-of-living increases or general performance based increases received by state employees become effective on January 1, the increase to the local supplement provided for in this Paragraph shall also become effective on January 1.

SO RESOLVED thisday	y of December, 2024.
	BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA
	By:Chairman, David G. Thompson
	Attest:County Clerk, Rhonda Hawk
	[COUNTY SEAL]

## ACCG - INTERLOCAL RISK MANAGEMENT (ACCG-IRMA) FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT

Employers eligible to participate in ACCG-IRMA (hereinafter a "Participating Employer" or "Employer") shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the ACCG-IRMA First Responder PTSD Fund Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by ACCG-IRMA's Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the "First Responder PTSD Policy") and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to their First Responders.

## Who Does What?

- ACCG-IRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which
  provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages
  together are designed to meet the requirements of the Ashley Wilson Act (the "Act"), effective January
  1, 2025.
- Association County Commissioners of Georgia ("ACCG") is the Program Administrator for ACCG-IRMA. ACCG uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers' Application and Participation Agreements.
- Participating Employers are responsible for providing census data to ACCG-IRMA's broker that
  identifies all First Responders (as defined below) performing first responder services for them,
  classifying the First Responders by statutory definition and as employed or volunteer, and identifying
  those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying
  premiums to ACCG-IRMA, communicating with First Responders about the coverages the Employer
  provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders,
  and providing all requested information and documentation requested by ACCG-IRMA's broker to
  ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff
  to receive inquiries from MetLife related to work requirements or work status for disability claims and
  provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, ACCG and ACCG-IRMA's broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits under the Act.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither ACCG-IRMA nor ACCG have any role in claim determination or payment.

**Definition of First Responder.** A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

## **Employer Obligations:**

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel.
- Employer shall submit initial First Responder census data to the ACCG-IRMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or ACCG, Employer shall provide MetLife or ACCG the information requested.

## **Benefits Exempt from Income Tax:**

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal
  income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts
  from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so
  MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS.
  MetLife will remind benefit recipients that the benefits may offset other benefits received by the
  recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to ACCG-IRMA has advised ACCG-IRMA of the following:
  - o The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
  - Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a

- workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

## **Information Privacy and Security:**

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information
  privacy and security law that applies to group health plans (HIPAA). However, ACCG, the ACCGIRMA broker, and MetLife protect individually identifiable information and use and share it only in
  accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy
  laws.
- Participating Employers will provide census data to ACCG-IRMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

he <u>First Responder PTSD</u> Replacement) Benefit unless
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effective date, based on then be terminated in accordance CCG-IRMA Fund.
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## **Privacy Notice for Georgia First Responders PTSD Program**

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association ("GMA") and Association County Commissioners of Georgia ("ACCG") provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that "could reasonably be used to identify individuals making claims or who have made claims or who have received benefits." These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as "sensitive mental health information" and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder's express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: <u>Program Administrators</u> do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the <u>Program Administrator(s)</u>. MetLife is prohibited from sharing individually identifiable information about claims and benefits with the <u>Program Administrators</u> without an express written authorization from the First Responder. However, <u>Program Administrators may learn</u> about claims or benefits from a First Responder or someone acting on behalf of the First Responder. <u>Program Administrators</u> may share this information with other <u>Program Administrators</u> and MetLife as they deem appropriate for the operation of the <u>Program</u>.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

## PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on <a href="https://www.gfrptsdinsurance.com/">https://www.gfrptsdinsurance.com/</a>.

# RESOLUTION AUTHORIZING PARTICIPATION IN THE ACCG - INTERLOCAL RISK MANAGEMENT AGENCY SUPPLEMENTAL MEDICAL, ACCIDENT, AND DISABILITY FUND: FIRST RESPONDER PTSD PROGRAM

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes counties and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes counties to execute intergovernmental contracts to form, and become members of, an interlocal risk management agency for the purpose of sharing the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combination of such risks with those of other counties; and,

WHEREAS, counties within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceed the ability of a county to pay; and,

WHEREAS, counties in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia counties do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, through the Association County Commissioners of Georgia, Georgia counties have created an intergovernmental risk management agency so that the Georgia counties may insure and/or self-insure their risks; and,

WHEREAS, the County of \_\_\_\_\_\_\_ is an existing member of the Association County Commissioners of Georgia – Interlocal Risk Management Agency (hereafter referred to as ACCG–IRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated, and previously has entered into an intergovernmental contract for the purpose of joining ACCG-IRMA and participating in the ACCG-IRMA Property and Liability Fund and/or the first Supplemental Medical,

Accident and Disability Fund known as the Firefighters' Cancer Benefit Program (the "Fund(s)"); and,

WHEREAS, ACCG-IRMA has also established a second Supplemental Medical, Accident, and Disability Fund known as the First Responder PTSD Program for the purpose of protecting against certain other liabilities imposed upon Georgia counties by state law; and,

WHEREAS, the governing authority of the County of <u>Walton</u> finds that it is in the best interest of its citizens to participate in this second ACCG-IRMA Supplemental Medical, Accident, and Disability Fund (the First Responder PTSD Program),

NOW THEREFORE, BE IT RESOLVED by the governing authority of the County of Walton, Georgia:

## **SECTION 1**

The governing authority of the County of <u>Walton</u> hereby authorizes the County to become a participant in the ACCG-IRMA Supplemental Medical, Accident, and Disability Fund known as the First Responder PTSD Program for the purpose of providing coverage for those risks imposed upon the County by state law and for which the Supplemental Medical, Accident, and Disability Fund has been established. The County's continuing participation in the ACCG-IRMA Fund(s) in which the County is currently enrolled is hereby confirmed.

## SECTION 2

The		Chairman	of the County
	(Ins	sert Title of Chief Executive Officer)	·
of	Walton	is authorized to execute on behalf of the	County any and
all doci	uments nec	essary and proper to become a participant i	in the
ACCG-	IRMA Supp	lemental Medical, Accident, and Disability I	Fund known as
the Fir	st Respond	er PTSD Program.	

### SECTION 3

The powers of ACCG-IRMA, unless the intergovernmental contract and ACCG-IRMA bylaws are amended, shall be limited to those authorized by Chapter 85

of Title 36 of the Official Code of Georgia Annotated, and the related Rules and Regulations of the Commissioner of Insurance of the State of Georgia.

## **SECTION 4**

The continuing operations of ACCG-IRMA and the obligation of the County to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and ACCG-IRMA bylaws.

SECTION 5				
The	Chairman	is des	signated as the	County's
	rt Title of Designated Pe			4.4: 1
_		e County may cha	inge its represe	entative by
informing ACCG	3-IRMA of the char	nge in writing.		
SECTION 6				
This resolution	shall be effective u	ıpon its passage a	nd approval.	
Adopted this	3rd	day of	December	_20 _24
•				
		Chairman or S	ole Commissio	ner
		County of	Walton	
ATTEST:				
	-			
Clerk of the Cou	ınty of	Walton		
(Imprint County	Seal)			



## ACCG – IRMA Georgia First Responder PTSD Program Proposal for Coverage

Effective Date: January 1, 2025 Anniversary Date: January 1

Member: Walton County Member Number: 6400

Insurer: Metropolitan Life Insurance Company (MetLife)

Estimated Annual Premium for Components 1 & 2:

**Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit** 

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit

2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The ACCG-IRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a county is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the county. While the premiums below are estimated annual amounts, the county will be billed on a semiannual basis in an amount that reflects the county's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Bene All First Responders		
Lifetime Benefit per first responder:	(Mandated Limit)	
Lump Sum PTSD Diagnosis Benefit - Estimated Annu All First Responders:	ual Premium for	\$16,788.00

Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	\$5,000	
<b>Estimated Annual Premium for Employed First Resp</b>	oonders:	\$36,836.00
Volunteer First Responders		
Monthly Benefit per first responder:	\$1,500	
<b>Estimated Annual Premium for Volunteer First Resp</b>	oonders:	\$0.00
PTSD Disability Limit - Estimated Annual Premium	for All First Responders:	\$36,836.00

\$53,624.00

# Walton County The Grove

# Change Proposal #3 – Monument Sign Scope Removal

## **General Contractor:**

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



November 12, 2024

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

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

## Change Proposal #3 – Monument Sign Scope Removal

The below change proposal is for the material credit for the monument sign that was removed from RY's SOW. Please see the breakdown and supporting documentation for your reference.

Description	Qty	Unit	Unit Price	Total
CONCRETE & REBAR - MATERIAL	1	EA	(\$753.75)	(\$753.75)
CONCRETE & REBAR - LABOR	1	EA	(\$995.00)	(\$995.00)
CAST STONE COL. CAP - MATERIAL	2	EA	(\$178.00)	(\$356.00)
MASONRY - LABOR	1	EA	(\$660.00)	(\$660.00)
LED + HDU SIGNAGE – MATERIAL AND LABOR	1	EA	(\$43,758.30)	(\$43,758.30)
STEEL – MATERIAL AND LABOR	1	EA	(\$7,064)	(\$7,064)
TOTAL CREDIT				(\$53,587.05)

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at <a href="mailto:iarnold@reevesyoung.com">iarnold@reevesyoung.com</a>.

Sincerely,

Reeves Young, LLC

Isaiah Arnold

**Project Manager** 

doubt and

Дp	pro	val

Lose Design (Architect of Record)	Signature:	Q\$\V	Date:	11/14/2024
Ascension PM (Capital Project Manager)	Signature:	Thomas J. Prine	Date:	11.14.2024
Walton County	Signature:		Date:	



JOB NO.: 23-0085

**CHANGE ORDER PROPOSAL #03** 

SUBMITTED TO: Reeves Young ATTENTION: Isaiah Arnold DATE: 9/20/2024

LOCATION: Loganville, GA

**PORTER STEEL, INC. proposes to,** Furnish and install entrance sign steel.

## **INCLUDED IN SCOPE:**

- \*HSS6x6x3/8" posts with PL3/4"-12x12 baseplates
- \*HSS8x6x3/8 beam rolled to 50'R capped each end
- \*C4x7.2 Sign support channel
- \*HSS3x3x1/4 Support base with epoxy anchors
- \*Detail approval drawings

## **FURNISH ONLY:**

\*8 EA - 3/4x16" Anchor Bolts - Installed by others

## NOTE:

All steel furnished with 1 coat shop primer

## **EXCLUDED:**

Any work not listed above Concrete cutting / coring Specialty coatings AESS

Material & Fabrication: \$5,646.00

Install: \$1,418.00

TOTAL COST: \$7,064.00

\*Price good for 15 days

\*\*NOTE: Acceptance must be received by Porter Steel, Inc prior to proceeding with work.

SIGNATURE BELOW SIGNIFI	ES THE ACCEPTANCE O	OF THIS PROPOSAL IN ITS ENTIRETY.	
Porter Steel, Inc.	Accepted for:		
NAME Chris Doncer	SIGNATURE		
EMAIL cdoncer@portersteel.com	NAME -		
TITLE Director of Project Management	TITLE		
DATE September 20, 2024	DATE		

PAGE ONE OF ONE

114 Arcado Rd. ● Lilburn, GA 30047 ● Phone (770) 564-0837 ● Fax (770) 925-4058



795 Holcomb Bridge Road #D Roswell, GA 30076 (770) 998-9126



The way to grow your business Signarama Roswell Signarama Roswell

Payment Terms: 50% down/Balance at Comp

**DESCRIPTION:** The Grove, Loganville - Monument Signage

**Bill To:** Reeves Young

45 Peachtree Industrial Blvd Sugar Hill, GA 30058

US

Installed: Reeves Young
The Grove

1089 Hwy 81

Loganville, GA 30052 US

Requested By: Isaiah Arnold Salesperson: Erin Little

Email: IArnold@reevesyoung.com Email: erin@signarama-roswell.com

Work Phone: (770) 271-1159 Cell Phone: (470) 725-0022

NO.	Product Summary	QIY	UNII PRICE	AMOUNI
1	Monument Signage	1	\$43,758.30	\$43,758.30

## **MONUMENT SIGNAGE:**

## **LED SIGNAGE:**

Includes (2) 3ft x 7ft Watchfire LED Displays, overall cabinet size at 3'5"h x 7'3"w x 5"d, 10mm LED RGB display, Includes Web Based software and training with 4G wireless and Watchfire Cellular Data Plan, Front ventilation

Includes Installation onto both sides of customer provided structure

## **HDU SIGNAGE:**

Includes (2) 4'h x 10'w x 2" Deep single sided Recessed Carved HDU panels, assumes 1 custom color match and white painted graphics

Includes Installation sandwiched together over customer provided posts and mechanically fastened

## **INCLUDES MONUMENT SIGN PERMIT:**

\*Price assumes no engineered stamped drawings will be required, or additional costs may apply

\*Customer is responsible for Monument Structure

*Price is subject to change based on final signage design and artwork		
	Subtotal:	\$43,758.30
50% deposit due with order. Balance due at time of job completion. Sign	Taxes:	\$3,148.31
remains property of Signarama until balance is paid in full.	Grand Total:	\$46,906.61
The pricing in this quote shall remain valid for 90 days. If an order is not placed	Deposit Required:	\$23,453.31
within that time, prices are subject to change.		
Get this for as little as \$1674.57 per month. Ask t	ıs for details.	

\*Customer is responsible for providing electrical to the sign area and any electrical permits required

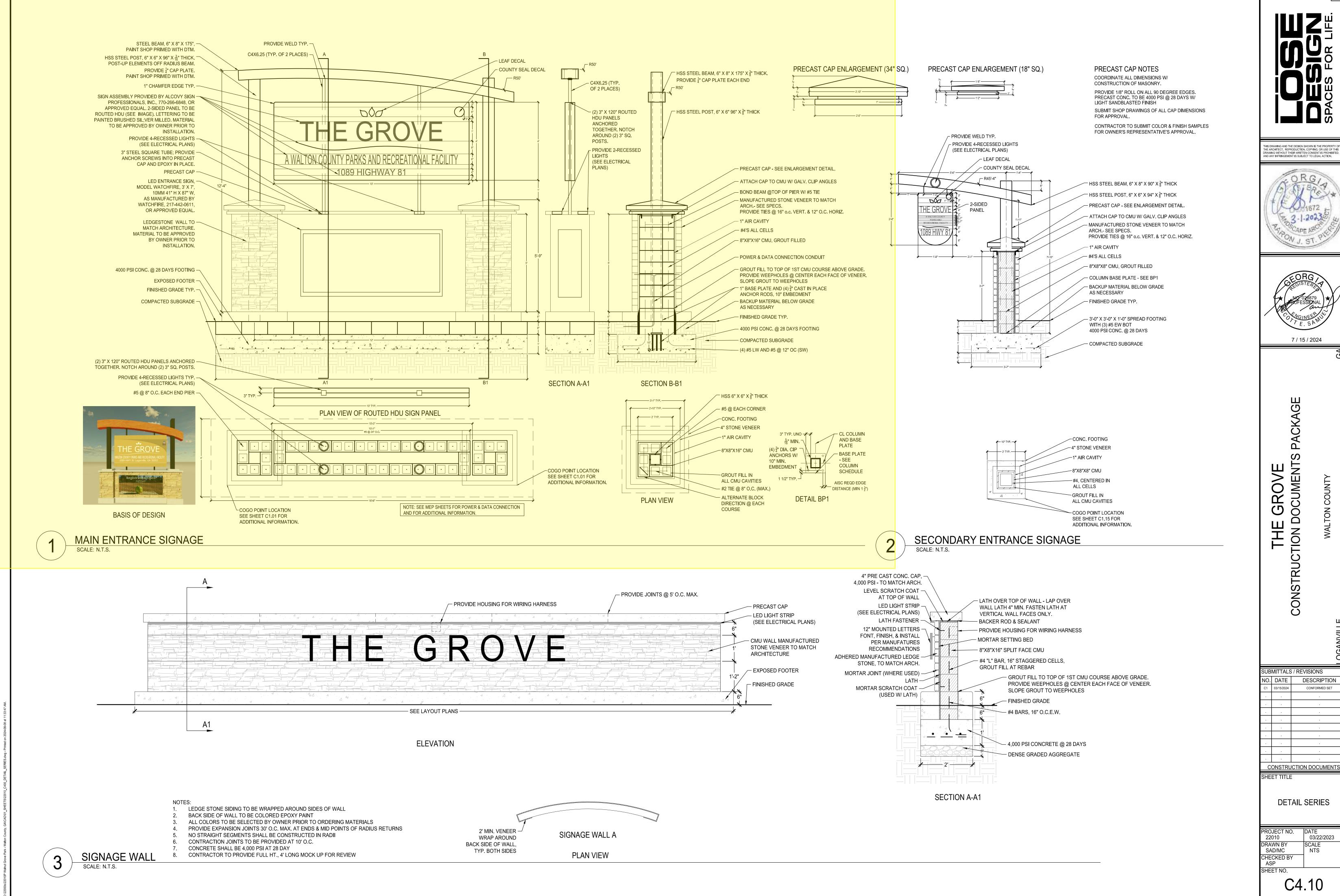
Signature:	Date:

Please contact us with any questions.



		CHANGE ORDER REQ	UEST				
TO	REEVE	S YOUNG					
FROM:	MONTA	ALVO COMPANY, INC.					
	1546 LA	AKE KOINONIA DR.			PHONE:	404	4-664-6266
	WOOD	STOCK, GA 30189			FAX:	770	0-517-1157
PROJECT	THE G	ROVE - WALTON CO.			TICKET#		3
	1089 H	WY 81			DATE:	9	0/24/2024
	LOGAN	IVILLE, GA 30052					
DESCRIPTION:	REMO	VE CONCRETE & MASONRY AT ENTRY SI	GN				
	* MAS	ONRY MATERIALS HAVE ALREADY BEEN	PURCH	ASED *			
QUANTITY	UNIT	DESCRIPTION		UNIT PR	ICE	]	TOTALS
1.00	EA	CONCRETE & REBAR - MATERIAL	\$	(753.75)	EA	\$	(753.75)
1.00	EA	CONCRETE & REBAR - LABOR	\$	(995.00)	EA	\$	(995.00)
2.00	EA	CAST STONE COL. CAP - MATERIAL	\$	(178.00)	EA	\$	(356.00)
1.00	EA	MASONRY - LABOR	\$	(660.00)	EA	\$	(660.00)
			T	OTAL AMO	UNT =	\$	(2,764.75)

TICKET 3	
PRESENTED BY:	ACCEPTED BY:
CHUCK RUTHERFOORD	<del></del>
MONTALVO COMPANY, INC.	





Item 10.1.



## Walton County The Grove

# Change Proposal #5 – Building C PVC Soda Line Credit

## **General Contractor:**

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



November 12, 2024

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

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

## Change Proposal #5 - Building C PVC Soda Line Credit

The below change proposal is for the material credit for the 8" PVC soda line that was removed at building C (Softball Concessions) per RFI #18 Response. Please see the breakdown and supporting documentation for your reference.

Description	Qty	Unit	Unit Price	Total
8" PVC Credit	1	LS	(\$465.28)	(\$465.28)
TOTAL CREDIT				(\$465.28)

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at <a href="mailto:iarnold@reevesyoung.com">iarnold@reevesyoung.com</a>.

Sincerely,

Reeves Young, LLC

Isaiah Arnold

**Project Manager** 

doubt and

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

770.271.1159 reevesyoung.com

<b>Approval</b>
-----------------

Ascension PM (Capital Project Manager) Signature: Thomas J. Prine Date: 11.14.2024

Walton County Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Isaiah Arnold**

From: Michael Meehan <michael@meehanmechanicalinc.com>

Sent: Tuesday, September 24, 2024 7:57 PM

To: Isaiah Arnold

**Subject:** The Grove - Softball Concessions - 8" PVC credit

Report This Email

## Isaiah,

Below you will find the credit amount for the 8" soda line that was removed.

Item	Unit Price	Qty	Extended
8PS4 8 PVC-DWV ST 45 ELL	\$51.86	2	103.72
8P4 8 PVC-DWV 45 ELL	\$47.78	2	95.56
8PVCPE20 8"" PVC SCH 40 P/E 20'	\$6.65/ft	40	266.00
TOTAL			465.28

## Thanks,

## Michael T. Meehan

Conditioned Air—CN210414 | Master Plumber—MP210322

(C) 770-231-9719 (O) 770-586-5482

(E) <u>michael@meehanmechanicalinc.com</u>



Item 10.2.

# REEVES

## Request for Information

Detailed with Comments and Links

24104 - Walton County The Grove (24104-)

1089 Highway 81 Loganville, GA 30052

018 - Building "C" - Elimination Of (1) 8" Drink Machine Sleeve

Subject **Status** 

Building "C" - Elimination Of (1) 8" Drink Machine Sleeve

Closed Location

Discipline

**Importance** High

Building C - Softball Complex

Plumbing **Created On** 

**Due Date** 

**Date Resolved** 

7/18/2024

7/29/2024

7/18/2024

**Author** Jose Valerio

Resolved By Aaron St Pierre

Reeves Young, LLC

Lose Design

QUESTION Jose Valerio on 7/18/2024 08:23 AM

Design Professional,

It has been coordinated that only (1) 8" sleeve for the drink machines are needed instead of the (2) 8" sleeves shown on the drawings P-1.1C. Per email correspondence this has been approved to eliminate the (1) 8" sleeve (see attached).

Please confirm direction.

ADDED LINKS Jose Valerio on 7/18/2024 08:25 AM



Building C - Elim... Jose Valerio

ADDED LINKS Jose Valerio on 8/23/2024 03:11 PM



Drawing P-1.1C Jose Valerio

## ANSWER Aaron St Pierre on 7/18/2024 09:13 AM

We have no exceptions taken to the elimination of the identified 8" sleeve. Submit proposed change order reflecting credit for reduction of scope for review and approval by owner's representative prior to implementation of the coordinated change.

Item 10.2.

24104 - Walton County The Grove (24104-)

1089 Highway 81 Loganville, GA 30052

018 - Building "C" - Elimination Of (1) 8" Drink Machine Sleeve

## **ASSIGNMENTS**

Aaron St Pierre (Lose Design) Due On 7/29/2024 Macon Chapman (Lose Design) Due On 7/29/2024 FW: Drink Sleeves BLDG "C"

## Isaiah Arnold <IArnold@reevesyoung.com>

Thu 7/18/2024 9:01 AM

To:Jose Valerio <jvalerio@reevesyoung.com> Cc:Marco Donjuan < MDonjuan@reevesyoung.com>

Please put in the RFI for the removal of one (1) 8" sleeve line at building C.

Thank you,

### Isaiah Arnold

Project Manager

iarnold@reevesyoung.com | reevesyoung.com

T 770.271.1159 I M 470.725.0022

45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518



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From: Barbara Canuto <br/> bcanuto@lose.design>

Sent: Wednesday, July 17, 2024 9:41 AM

To: Isaiah Arnold <IArnold@reevesyoung.com>; Aaron StPierre <astpierre@lose.design>

Cc: Macon Chapman < mchapman@lose.design>; Marco Donjuan < MDonjuan@reevesyoung.com>; Brantley Williams < bwilliams@reevesyoung.com>; Jose Valerio 

Subject: Re: Drink Sleeves BLDG "C"

## Good morning, Isaiah

Plumbing showed those two 8" sleeve lines for reference. If the vendor only needs one sleeve, we don't have any issues or concerns with removing the other sleeve.

Thanks, Barbara



Barbara Canuto

Intern Architect

Lose Design

p: 865-409-1424 d: 865-507-6627

**OUR KNOXVILLE OFFICE HAS MOVED!** 

a: 18 Emory Place, Suite 300

Knoxville, TN 37917

w: www.lose.design e: bcanuto@lose.design

PRIVILEGED AND CONFIDENTIAL: This electronic message and any attachments are confidential property of Lose Design. The information is intended only for the person to whom it is addressed. Any other interception, copying, accessing, or disclosure of this message is prohibited. If you have received this message in error, please immediately

notify Lose Design and purge the message received. Do not forward this message without permission.

From: Isaiah Arnold < <a href="mailto:IArnold@reevesyoung.com">!Arnold@reevesyoung.com</a>>

**Sent:** Tuesday, July 16, 2024 4:24 PM

To: Aaron StPierre <astpierre@lose.design>; Barbara Canuto <br/>bcanuto@lose.design>

Cc: Macon Chapman <a href="mailto:mchapman@lose.design">mchapman@lose.design</a>; Marco Donjuan <a href="mailto:mchapman@reevesyoung.com">MDonjuan@reevesyoung.com</a>; Brantley Williams <a href="mailto:bwilliams@reevesyoung.com">bwilliams@reevesyoung.com</a>; Jose Valerio

<jwalerio@reevesyoung.com>; Jay McClellan <JMcClellan@reevesyoung.com>; jprine ascension-pm.com <jprine@ascension-pm.com>

Subject: FW: Drink Sleeves BLDG "C"

Aaron / Barbara,

Looping you in on the email below from Brantley.

Let us know if you have any issues/additional comments to this sleeving for building C. I will put this in as a for record RFI to document the removal of the not needed 8" sleeve.

Item 10.2.

Thanks.

## Isaiah Arnold

Project Manager

iarnold@reevesyoung.com | reevesyoung.com T 770.271.1159 | M 470.725.0022 45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

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From: Brantley Williams < bwilliams@reevesyoung.com >

**Sent:** Tuesday, July 16, 2024 1:57 PM

To: Jody Johnson < jejohnson@co.walton.ga.us>

Cc: jprine@ascension-pm.com; Isaiah Arnold@reevesyoung.com>; Jacob Pulliam <jpulliam@reevesyoung.com>; Marco Donjuan <<u>MDonjuan@reevesyoung.com</u>>

Subject: Drink Sleeves BLDG "C"

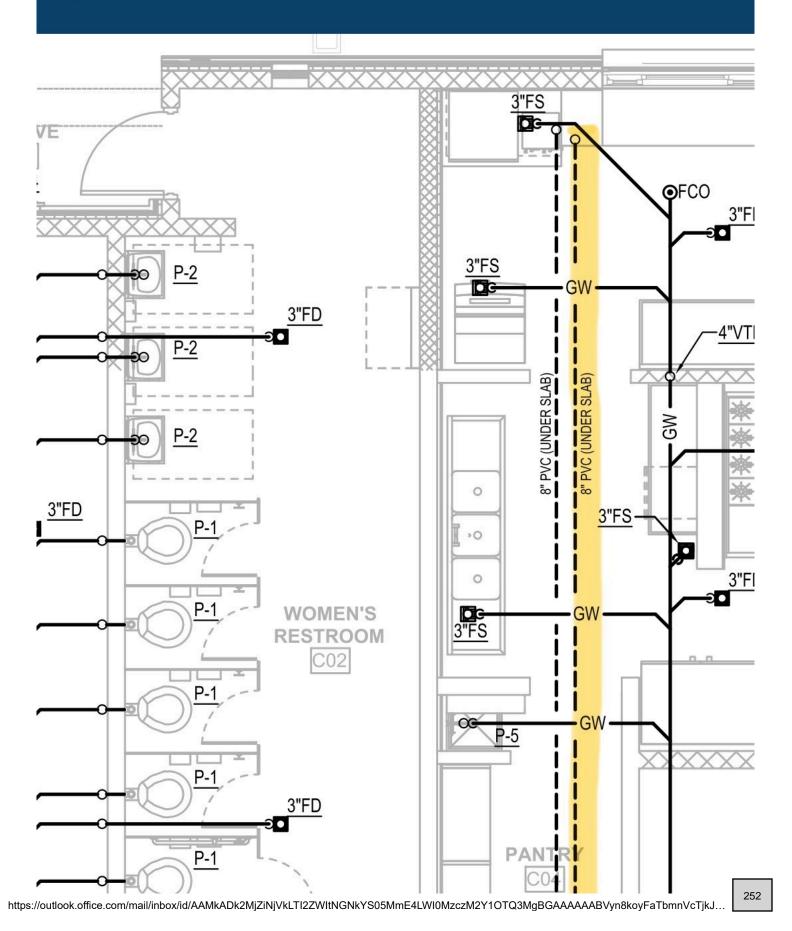
Jody,

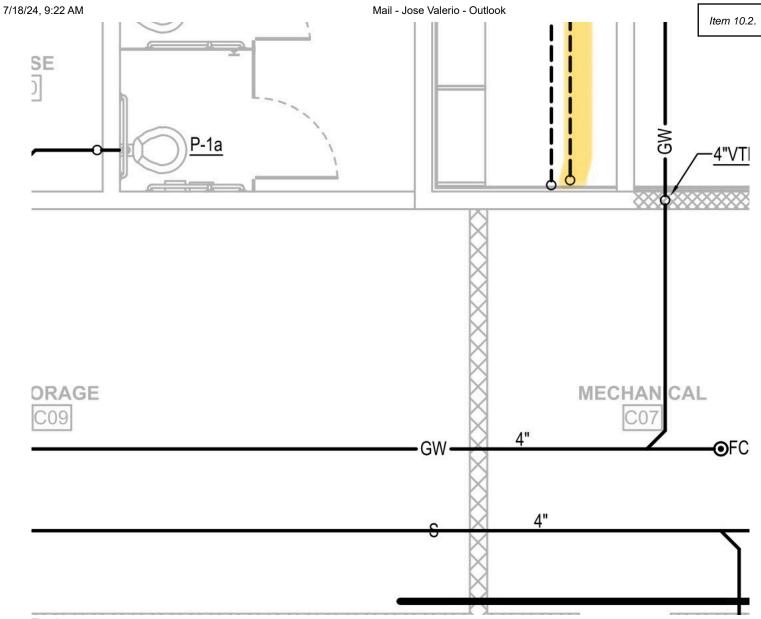
Thanks for taking my call today to coordinate the exact location of the underground drink machine sleeves. As discussed we will only need to install one (1) 8"sleeve instead of the 2 shown. The sleeve will daylight up at the base cabinet to the right of the machine as discussed. Please see the one (1) highlighted sleeve in the picture below, the sleeve on the left is not needed.

1:49 PM Tue Jul 16



## P-1.1C FLOOR PLANS - PLUMBING





Thanks,

#### **Brantley Williams**

Assistant Superintendent

#### bwilliams@reevesyoung.com | reevesyoung.com

T 770.271.1159 M 678.495.7031

45 Peachtree Industrial Boulevard N.W., Suite 200, Sugar Hill, GA 30518

#### Brantley Williams

Superintendent

bwilliams@reevesyoung.com I reevesyoung.com

T 770.271.1159 I M 678-495-7031

45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

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# Walton County The Grove

# Change Proposal #9 Building J VE Permit Changes Rev I

### **General Contractor:**

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



November 22, 2024

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

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

#### Change Proposal #9 - Building J (Maintenance) VE Permit Revisions Rev 1

The below change proposal is for the cost associated with the design changes incorporated in the VE permit set for building J. These changes include additional HM openings, eyewash station, water heater, and storefront frame added. Please see below for further supporting documentation.

**UPDATE**: Per conversations with Jeff Prine of APM on 11.22.24, only one HM Opening will be added to the Maintenance building in lieu of what is shown on the permitted VE set. The pricing update is reflected below.

Description	Qty	Unit	Unit Price	Total
Lighting Changes	1	LS	\$12,651.72	\$12,651.72
Plumbing (Eyewash Station & WH-3)	1	LS	\$3,503.00	\$3,503.00
Added HM Frames and Doors	1	LS	\$3,790.00	\$3,790.00
Added ALM Frame	1	LS	Void	Void
Total Subcontractor Cost	1	LS		\$19,944.72
Payment & Performance Bond	0.597	%	\$119.07	\$119.07
General Liability Insurance	0.811%	%	\$161.75	\$161.75
Builders Risk Insurance	0.174%	%	\$34.70	\$34.70
RY Overhead and Profit	10	%	\$1,994.47	\$1,994.47
TOTAL				\$22,254.72

If you have any questions or require any additional information, pleasus at (470) 725-0022 or via email at <a href="mailto:iarnold@reevesyoung.com">iarnold@reevesyoung.com</a> .	ase do not hesitate to contact
Sincerely, Reeves Young, LLC	
Isaiah Arnold dsulih and	
Project Manager	
45 Peachtree Industrial Blvd, Suite 200 770.271.1159 Sugar Hill, GA 30518 reevesyoung.com	
<u>Approval</u>	
Lose Design (Architect of Record) Signature:	Date:
Ascension PM (Capital Project Manager) Signature: Thomas J. Prine	Date: 11.25.2024

Walton County

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

# REEVES YOUNG

November 12, 2024

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

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

#### Change Proposal #9 - Building J (Maintenance) VE Permit Revisions/

The below change proposal is for the cost associated with the design changes incorporated in the VE permit set for building J. These changes include additional HM openings, eyewash station, water heater, and storefront frame added. Please see below for further supporting documentation.

Description	Qty	Unit	Unit Price	Total
Lighting Changes	1	LS	\$12,651.72	\$12,651.72
Plumbing (Eyewash Station & WH-3)	1	LS	\$3,503.00	\$3,503.00
Added HM Frames and Doors	1	LS	\$7,580.00	\$7,580.00
Added ALM Frame	1	LS	\$1,749.00	\$1,749.00
Total Subcontractor Cost	1	LS		\$25,483.72
Payment & Performance Bond	0.597	%	\$152.14	\$152.14
General Liability Insurance	0.811%	%	\$206.67	\$206.67
Builders Risk Insurance	0.174%	%	\$44.34	\$44.34
RY Overhead and Profit	10	%	\$2,548.37	\$2,548.37
TOTAL				\$28,435.24

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at <a href="mailto:iarnold@reevesyoung.com">iarnold@reevesyoung.com</a>.

Sincerely,

Reeves Young, LLC

Isaiah Arnold

**Project Manager** 

doubt and

<b>Approval</b>		

Lose Design (Architect of Record)	Signature:	Date:
Ascension PM (Capital Project Manage	r) Signature:	Date.
Walton County	Signature:	Date:

#### ES&C GA, Inc.

1861 Trinity Creek Drive Dacula, GA 30019 US +13055278862 Jonathan@escofga.com

#### **Estimate**

ADDRESS ESTIMATE 1053
Reeves Young DATE 09/25/2024

45 Peachtree Industrial Blvd, Sugar Hill, GA 30518, United States of America

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Change Order	This change order pertains to the electrical changes made to Building J. Drawings dated 09.19.2024.	1	0.00	0.00
	Material	Misc. Material:	1	583.09	583.09
	Material	Lighting Fixtures:  ~ EM (15)  ~ EM1 (2)  ~ Exit Signs (2)  ~ D (3)  ~ OS (1)	1	2,150.37	2,150.37
	Labor	Below is a cost breakout for Labor associated with the scope of work being performed.  3 electricians x 1 week each	150	57.46	8,619.00
	Tax	Tax Rate @ 6%	0.06	2,733.46	164.01
	Overhead/Profit	Overhead/Profit @ 10%	0.10	11,352.46	1,135.25

THIS IS AN ESTIMATE ONLY. TOTAL \$12,651.72

In order to proceed with this scope of work, ES&C GA. Inc. stipulates that our invoice must be signed alongside a change order directive signed by either the client or the general contractor.

Accepted By

Accepted Date



#### Michael T. Meehan

michael@meehanmechanicalinc.com

#### **GA Registrations:**

Class II Conditioned Air (non-restricted) CN210414 Class II Master Plumber (non-restricted) MP210322

Date: 10/2/2024

Isaiah Arnold Project Manager

Project: The Grove - Building J

Change Order Request: Conformed Set Changes - Building J

Scope Of Work: Addition of Eye Wash and WH-3

qty	Materials		
1	Eye Wash	Guardian G1814P	397.00
1	WH-3	Chronomite R-75L/208	540.00
1	Piping	Copper/PVC Fittings (1 lot)	225.00
1	*Mixing Valve	Guardian G6020 - ASSE 1071 Thermostatic mixing Valve	884.00
8 hrs	Labor	2 men, 4hrs @ \$125	1000.00
	Subtotal		3046.00
	OH&P	15%	457.00
	TOTAL		3503.00

<sup>\*</sup>The ASSE 1071 Mixing Valve offered above is required by code for emergency eyewashes. Unlike the standard ASSE 1070 mixing valves used for lavatories, the 1071 for tepid water emergency plumbing fixtures fails to cold to prevent scalding.

Labor and materials listed above include slab work already in place.

Let me know if you have any questions.

Respectfully Submitted, Michael Meehan Performance Construction Services, LLC 499 Tuggle Greer Drive Buford, GA 30518 O. 770-217-7545 F. 770-217-7357

#### **CHANGE ORDER REQUEST #5**

Date:	October 2, 2024
Job Name:	The Grove Park
Job Location:	1089 Highway 81, GA 30052
We propose the following c	hanges in scope of work:
<ul> <li>Additional Doors, Frame</li> <li>Building J – HM 140</li> <li>J08A</li> <li>J10C</li> <li>10% Mark-up</li> </ul>	es, & Hardware:  A Galvanized Frame & Door w/ Finish Hardware  WC To pay for one additional HM opening. WC to clarify which opening is to remain.
	nges in the scope of work of the added sum of:
Seven Thousand Five Hundre	ed Eighty Dollars and No Cents (\$7,580.00).
Payment as follows: ACCEPTANCE OF CHANGE	ORDER
Date Of Acceptance	
PO #	

#### Change Order



Clearvue Glass and Mirror Co. Printed: Oct 9, 2024 1900 W Oak Cir Ste B, Marietta, GA 30062-2248 Phone: 404-524-5616 Owner Info Isaiah Arnold 45 Peachtree Industrial Blvd Sugar Hill, GA 30518 Cell: +14707250022 27-24 The Grove Job Info 1089 HWY 81 Loganville, GA 30052 Change Order ID 27-24-CC-0001 COID Created / Approved Price 27-24-CC-0001 Oct 9, 2024 \$1,749.00 Created: Description Added Aluminum Frame at Building J

Items	Cost Types	Description		Qty / Unit	Unit Price	Price
Added Frame Building J 1010 - Aluminum Systems			/	1	\$1,749.00	\$ 1,749.00
Status		Signature		Date	*	
Approved by:	<u> </u>					

Approval Comments

Please Note: A signature of Approval OR Electronic Acceptance is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$1,749.00

CONFORMED SET

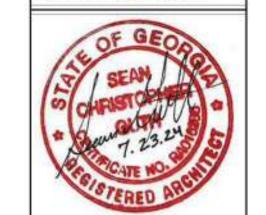
# THE GROVE - BUILDING "J" MAINTENANCE FACILITY

WALTON CO, GA

PREPARED FOR: WALTON COUNTY PARKS AND RECREATION DEPARTMENT

# DESIGN SPACES FOR LIFE.

THIS DRAWING AND THE DESIGN SHOWN IS THE PROPERTY OF THE ARCHITECT. REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS PROHIBITED, AND ANY INFRINSEMENT IS SUBJECT TO LEGAL ACTION.



## **VICINITY MAP**



# **OWNER**

# WALTON COUNTY PARKS & RECREATION DEPT

111 SOUTH BROAD ST
MONROE, GA 30655
PHONE: (770) 266-1680
CONTACT: JODY JOHNSON
EMAIL: JEJOHNSON@CO.WALTON.GA.US

## ASCENSION PROGRAM MANAGEMENT

2990 SUMMIT LANE MONROE, GA 30655 PHONE: (404) 992-5050 CONTACT: JEFF PRINE EMAIL: JPRINE@ASCENSION-PM.COM



# PLANS PREPARED BY

# ARCHITECT

LOSE DESIGN, LLC.
220 W. CROGAN STREET
SUITE 100

LAWRENCEVILLE, GEORGIA 30046
PHONE: 770-338-0017
CONTACT: NELSON RUIZ
EMAIL: NRUIZ@LOSE.DESIGN

# LANDSCAPE ARCHITECT/CIVIL

LOSE DESIGN, LLC.
220 W. CROGAN STREET
SUITE 100

LAWRENCEVILLE, GEORGIA 30046
PHONE: 770-338-0017
CONTACT: AARON ST. PIERRE

## CONSULTANTS

STRUCTURAL ENGINEER
WILLIAM J PELTIER & ASSOCIATES, INC.
270 LANGLY DR
LAWRENCEVILLE, GA 30046
P:770-963-0654
CONTACT: WILLIAM PELTIER, P.E., S.E.

EMAIL: WJP@WILLIAMJPELTIER.COM

## MECHANICAL ENGINEER

SAVANT ENGINEERING, LLC 5064 ROSWELL ROAD SUITE D-301 SANDY SPRINGS, GA 30342 P: 678-548-1739 CONTACT: RYAN ROBERTSON

# **ELECTRICAL ENGINEER**

SAVANT ENGINEERING, LLC
5064 ROSWELL ROAD SUITE D-301
SANDY SPRINGS, GA 30342
P: 678-548-1739
CONTACT: SLADE HOLLADAY

### PLUMBING ENGINEER

SAVANT ENGINEERING, LLC
5064 ROSWELL ROAD SUITE D-301
SANDY SPRINGS, GA 30342
P: 678-548-1739
CONTACT: BRIAN WARD
EMAIL: BWARD@SAVANTENG.COM

22010
DRAWN BY
STAFF
CHECKED BY
NR
SHEET NO.

A0.00J

SUBMITTALS / REVISIONS

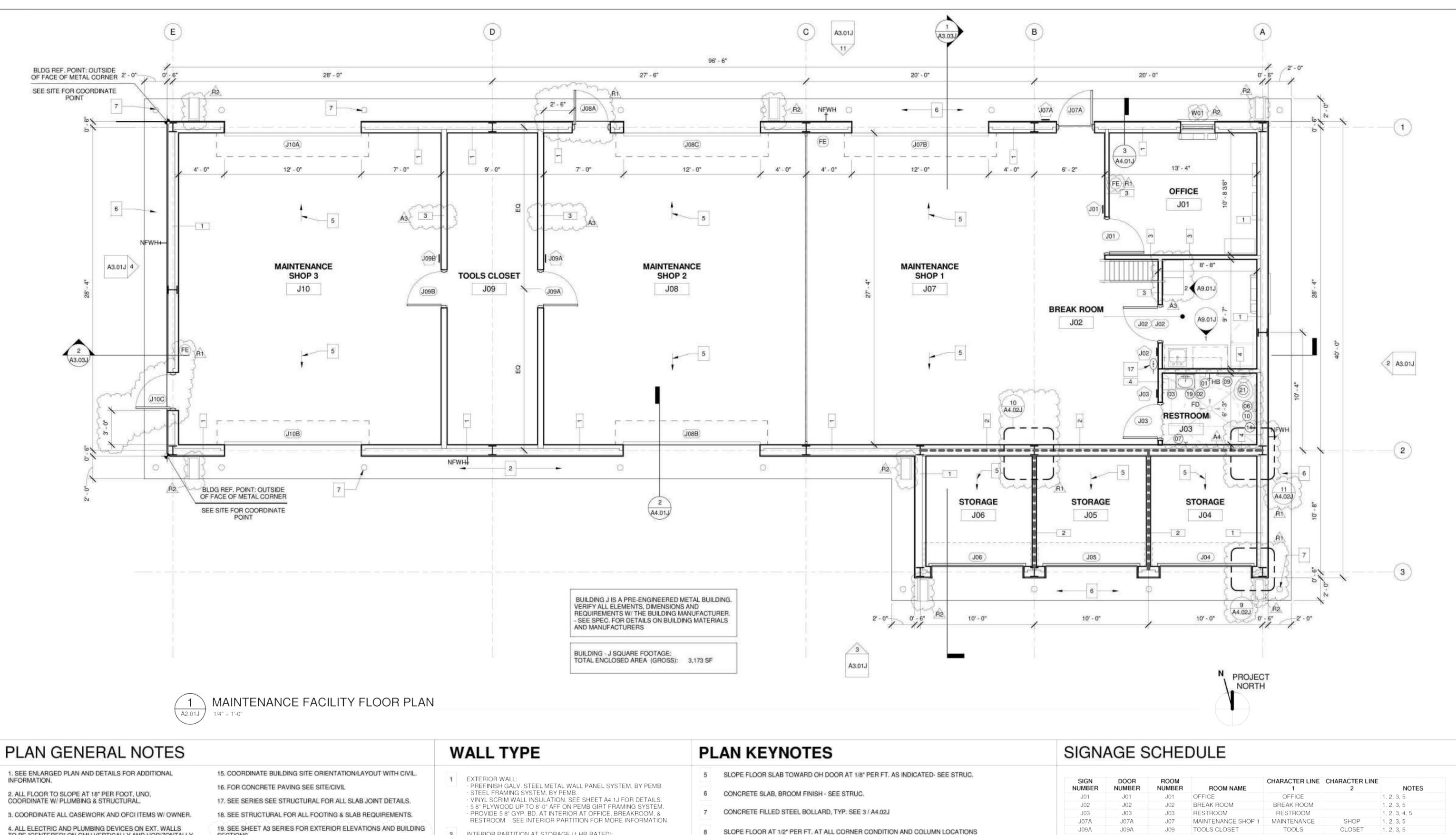
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CONFORMED SET

COVER

DATE 09/19/24 SCALE

263



TO BE "CENTERED" ON CMU VERTICALLY AND HORIZONTALLY (W.P. OUTLETS, HOSE BIBBS, ETC).

5. SEAL ALL PENETRATIONS OF CONDUIT, MECHANICAL DUCT WORK, PIPING, IN ALL SUBSTRATES, INTERIOR AND EXTERIOR WALLS, CEILINGS FLOORS

6. ARCHITECTURAL BUILDING FFE. LISTED AS 0'-0", COORDINATE ACTUAL W/ CIVIL.

7. RUN ALL DOWN SPOUTS TO UNDERGROUND, COORDINATE W/ CIVIL, U.N.O.

8. ALL EXPOSED STEEL TO BE SHOP PRIMED AND FIELD PAINTED.

NOT USED

10. INSTALL NECESSARY BLOCKING BEHIND DESIGNATED LOCATION OF SIGNAGE.

11. HOSE-BIBB WITH LOCKABLE BOX, PROVIDE FREEZE-PROOF TYPE FOR EXTERIOR LOCATION, SEE PLUMBING.

12. CAULK ALL DOOR & WINDOW FRAMES AT THE JOINT BETWEEN THE FRAME & THE ADJACENT SUBSTRATE.

FIXTURES, & BACKSLASH TO WALL TRANSITION JOINT.

13. CAULK ALL JOINTS BETWEEN FIXED CASEWORK, PLUMBING

14. COORDINATE ANY EXPANSION/CONTROL/CONSTRUCTION JOINTS WITH EXISTING CONSTRUCTION, VERIFY W/ ARCH, AND STRUC. FOR ANY DISCREPANCIES THAT OCCUR DURING THE CONSTRUCTION PHASE.

20. SEE SHEET A4 SERIES FOR WALL SECTIONS & DETAILS.

21. SEE SHEET A6 SERIES FOR RCP.

22. SEE SHEET A7 SERIES FOR ROOF PLANS.

23. SEE SHEET AS SERIES FOR DOOR SCHEDULE & DETAILS.

24. SEE SHEET AS SERIES FOR WINDOW SCHEDULE & DETAILS. 25. SEE SHEET A9 SERIES FOR ARCHITECTURAL WOODWORK, ROOM

FINISH SCHEDULE AND FINISH LEGEND 26. AS REQUIRED PROVIDE AND INSTALL KNOXBOX AT BUILDING

ENTRANCE PER LOCAL CODE OFFICIAL DIRECTIONS AND REQUIREMENTS, MODEL OF KNOXBOX, TO BE APPROVED BY LOCAL CODE OFFICIALS. KNOXBOX TO BE MODEL 3200 - 10 KEY CAPACITY - COLOR BLACK. VERIFY INSTALLATION LOCATION W/ ARCH, RECESSED MOUNTED ON BUILDING WITH FLASHING TO DRAIN. - PROVIDE BLOCKING BEHIND KNOXBOX AS REQUIRED FOR MOUNTING PER MANUFACTURER.

27. MAIN DISCONNECT, SEE ELECTRICAL

28. KWH METER, SEE ELECTRICAL

LEGEND. SEE PLUMBING FOR FIXTURE SPEC.

29. ELECTRICAL PANEL, SEE ELECTRICAL 31. SEE A0.02J FOR RESTROOM ACCESSORIES & PLUMBING FIXTURES INTERIOR PARTITION AT STORAGE (1 HR RATED): · 2x4 WOOD FRAMING AT 16" OC

· 5/8" P.T. PLYWOOD PANEL OVER 5/8" TYPE X GYP BD. AT EACH SIDES · WALL TO EXTEND TO BOTT. OF ROOF STRUC. · PROVIDE 3/4" DEFLECTION AT PARTITION HEAD · SEE A4.01J / A4.02J FOR DETAILS.

INTERIOR PARTITION: · 2x4 WOOD FRAMING AT 16" OC · W/ 5 8" GYP. BD. AT EXPOSED SIDES

· WALL TO EXTEND 8'-0" AFF · SEE A4.01J / A4.02J FOR DETAILS

INTERIOR PARTITION AT WET AREA: · 2x4 WOOD FRAMING AT 16" OC · W/ 5 8" MOISTURE RESISTANT GYP. BD. PANEL AT EXPOSED SIDES · PROVIDE SOUND BATT INSULATION AROUND RESTROOM. · WALL TO EXTEND 8'-0" AFF · SEE A4.01J / A4.02J FOR DETAILS.

\* WRAP CERAMIC TILE AROUND RESTROOM UP TO 6'-0"\*

1 HR U.L. WALL ASSEMBLY NO. U305, SEE SHEET A0.09J

9 WALL LOUVER FOR MECHANICAL SYSTEM - SEE MECH.

10 THRU-WALL PTAC SYSTEM, SEE MECH.

11 THRU-WALL EXHAUST FAN, SEE MECH.

12 CONC. PAVING, TYP. - SEE SITE / CIVIL

13 SUSPENDED UNIT HEATER, TYP. - SEE MECH.

14 HOSE-BIBB WITH LOCKABLE BOX, PROVIDE FREEZE-PROOF TYPE - SEE PLUMBING

15 2" W X 1/2" H WITH MARBLE ADA TRANSITION THRESHOLD AT DOOR W/ 1/4" BEVELED EDGE

16 ROOF EDGE, TYP. - SEE ROOF PLAN

17 EMERGENCY EYE-WASH STATION - SEE PLUMB.

18 BASE CABINET W/ PLAS. LAM. FIN. & SINK - SEE A9.01J

19 TANKLESS WATER HEATER UNIT. PLACE ON A STAND. SEE MECH / PLUMB.

20 REDUCED PRESSURE BACKFLOW PREVENTION UNIT - SEE PLUMBING

21 ELECTRICAL PANELS, TERMINAL BOARDS AND CONTROLS - SEE ELECT.

SIGN NUMBER	DOOR NUMBER	ROOM NUMBER	ROOM NAME	CHARACTER LINE 1	CHARACTER LINE 2	NOTES
J01	J01	J01	OFFICE	OFFICE		1, 2, 3, 5
J02	J02	J02	BREAK ROOM	BREAK ROOM		1, 2, 3, 5
J03	J03	J03	RESTROOM	RESTROOM		1, 2, 3, 4, 5
J07A	J07A	J07	MAINTENANCE SHOP 1	MAINTENANCE	SHOP	1, 2, 3, 5
J09A	J09A	J09	TOOLS CLOSET	TOOLS	CLOSET	1, 2, 3, 5

#### NOTES:

PROVIDE SOLID BLOCKING BEHIND DESIGNATED LOCATION OF SIGNAGE

INSTALL SIGNAGE AT WALL BESIDE DOOR AT LATCH SIDE FOR SINGLE DOOR, INSTALL SIGNAGE AT SECONDARY DOOR LEAF FOR DOUBLE DOOR.

SIGNAGE MUST COMPLY WITH ALL ADA REGULATIONS INCLUDING BUT NOT LIMITED TO: 3.1. HEIGHT ABOVE FINISH FLOOR (SEE DOOR SCHEDULE SHEET)

3.2. CHARACTERS 3.3. PICTOGRAMS 3.4. BRAILLE

> 3.5. FINISH PROVIDE UNIVERSAL PICTOGRAM FIGURES FOR RESTROOM

> 4.1. MAN FIGURE AT MEN'S RESTROOMS

4.2. WOMAN FIGURE AT WOMEN'S RESTROOMS

4.3. MAN AND WOMAN FIGURE AT FAMILY / UNISEX RESTROOMS

4.4. WHEELCHAIR / HANDICAP FIGURE AT ALL RESTROOMS

4.5. SHOWER SYMBOL AT ALL RESTROOMS WITH SHOWER PROVIDE ALL MANUFACTURER DRAWINGS FOR APPROVAL PRIOR TO INSTALL.

J00

SIGNAGE SYMBOL



DING

 $\exists$ 

SUBMITTALS / REVISIONS 06/13/2023 Permit Revisions

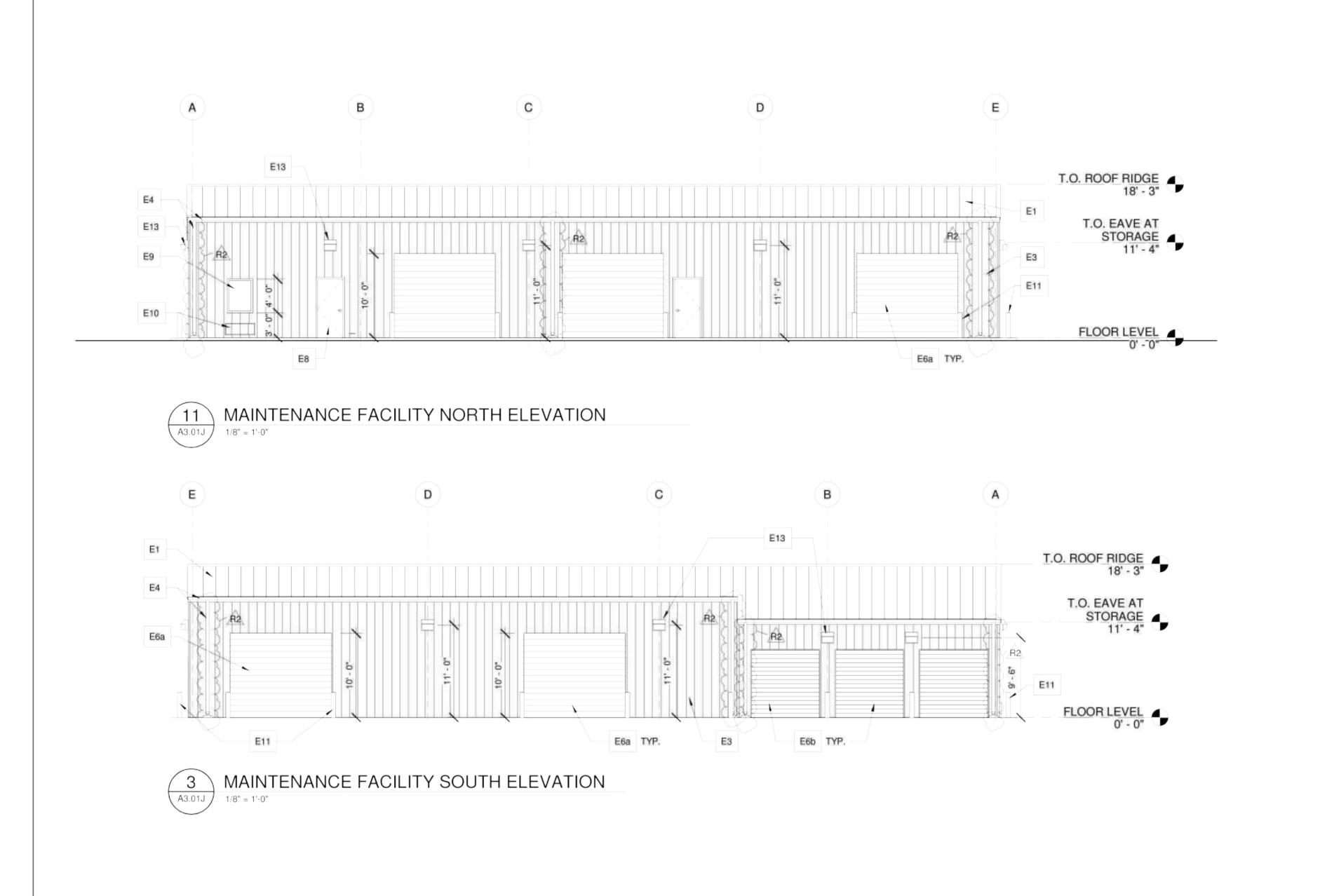
NO DATE DESCRIPTION 3 04/21/2023 Addendum 3 04/28/2023 Addendum 4 7/15/2024 VE Changes

CONFORMED SET

MAINTENANCE FACILITY FLOOR PLAN

PROJECT NO. 09/19/24 22010 DRAWN BY SCALE STAFF 1/4" = 1'-0" CHECKED BY

SHEET NO.



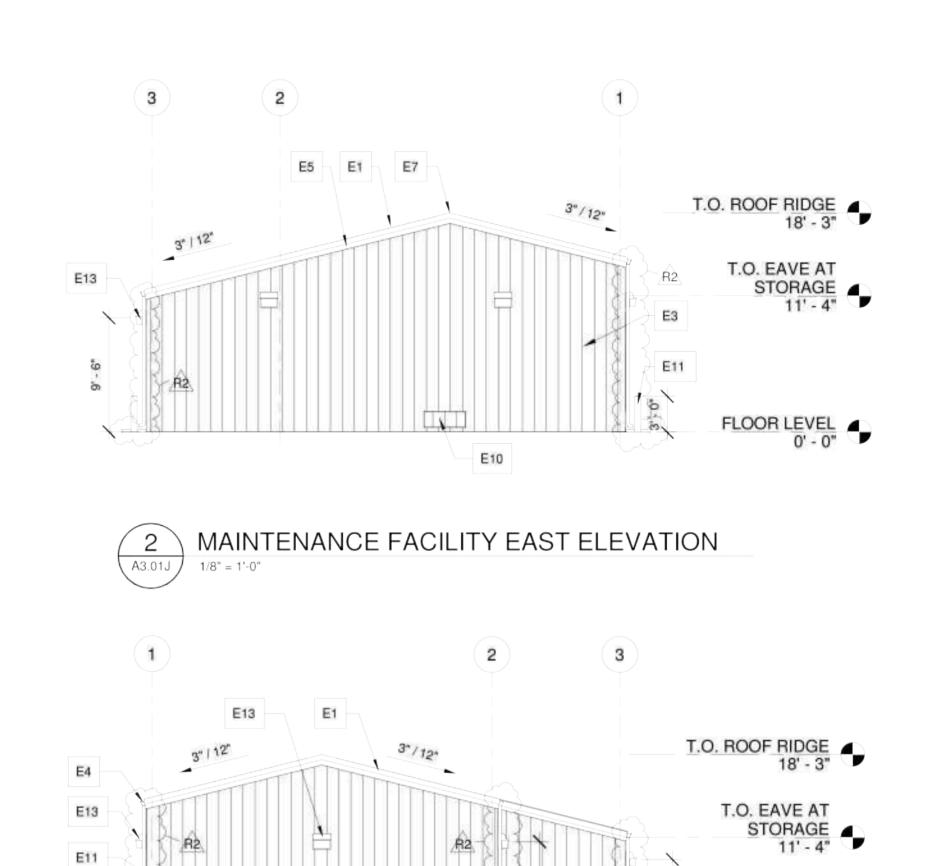
E7 PRE-FINISHED GRAVITY VENTILATOR AT ROOF, TYP. - SEE MECH

HOLLOW METAL DOOR AND FRAME, PAINTED. TYP. - SEE DOOR

WINDOW & HOLLOW METAL WINDOW FRAME PAINTED. TYP. - SEE

SEE SHEET A9 SERIES FOR ARCHITECTURAL WOODWORK

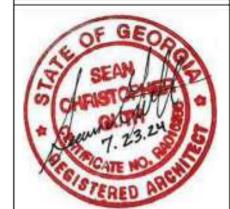
AND FINISH LEGEND.





**GENERAL NOTES ELEVATION KEYNOTES FINISH NOTES EXTERIOR FINISH SCHEDULE** MATERIAL FINISH ARCHITECTURAL BUILDING FFE. LISTED AS 0'-0". THRU WALL PTAC UNIT. COORDINATE WITH MECH FOR OPENING NUMBER DENOTES COLOR E10 E1 PEMB. PRE-FINISHED GALV. METAL ROOFING, 3/12 SLOPE, TYP. COORDINATE ACTUAL W/ CIVIL BEAMS & COLUMNS STEEL PRE-FINISHED, TO MATCH PNT - TBD "E" DENOTES EPOXY BOLLARDS **GROUTED STEEL** PNT-6 PRE-FINISHED ALUMINUM DRAINABLE LOUVER W/ INSECT SCREEN. ELEVATION MARKS TO BE VERIFIED IN FIELD WITH MATERIAL E11 STEEL BOLLARD, CONCRETE FILLED, PAINTED. TYP. - SEE 3 / A4.02J DOORS & DOOR FRAMES HOLLOW METAL PNT-6 AND ASSEMBLY DIMENSIONS. "X" DENOTES EXTERIOR MTL-1 **GUTTER SYSTEM** PRE-FINISHED METAL STEEL COLUMN AND BEAM FRAME, PAINTED, PROVIDE ZINC RICH EPOXY COAT W/ ACRYLIC URETHANE TOP COAT, TYP. SEE SPECS FOR PRIMER AND FINISH STYLES OVERHEAD DOORS STEEL PRE-FINSHED, ARCH TO SELECT DIMENSIONS ARE FROM FINISH FLOOR. (U.N.O.) E3 PEMB. PRE-FINISHED GALV. METAL WALL PANELS, TYP. ROOF, RIDGE VENT, CAPS PRE-FINISHED METAL MTL-1 SEE STRUCTURE FOR ALL FOOTING & SLAB REQUIREMENTS: SEE FINISH LEGEND MTL-1 PRE-FINISHED METAL E4 5X5 PRE-FIN. ALUM GUTTER & 4X4 DOWNSPOUT SYSTEM, TYP. E13 EXTERIOR WALL MOUNTED LIGHT FIXT, TYP. - SEE ELEC. PRE-FINISHED METAL MTL-2 WALL PANELS : EXTERIOR METAL + 2X4 + 1/2" PLYWOOD SEE SHEET A4 SERIES FOR WALL SECTIONS & DETAILS. ALUMMINUM PRE-FINISHED, CLEAR ANODIZED BUILDING IDENTIFICATION SIGN. VERIFY LOCATION WITH OWNER. E5 PRE-FINISHED METAL RAKE TRIM. TYP. SEE SHEET A6 SERIES FOR RCP. IMAGE / VERBIAGE TO BE PROVIDED BY OWNER COLOR SCHEDULE NOTES SEE SHEET A7 SERIES FOR ROOF PLANS. PRE-FINISHED GALV. STEEL OVERHEAD COILING SERVICE DOOR. SEE DOOR SCHEDULE SEE SHEET AS SERIES FOR DOOR SCHEDULE & DETAILS. PRE-FINISHED GALV. STEEL SECTIONAL SERVICE DOOR. - SEE DOOR SCHEDULE SUBMIT SPECIFIED COLORS FOR REVIEW. SEE SHEET A8 SERIES FOR WINDOW SCHEDULE & DETAILS.

SUBMIT MANUFACTURER'S STANDARD COLORS FOR REVIEW AND SELECTION FOR METAL APPLICATIONS.



3 04/21/2023 Addendum 3 2 7/15/2024 VE Changes

SUBMITTALS / REVISIONS NO DATE DESCRIPTION

DING

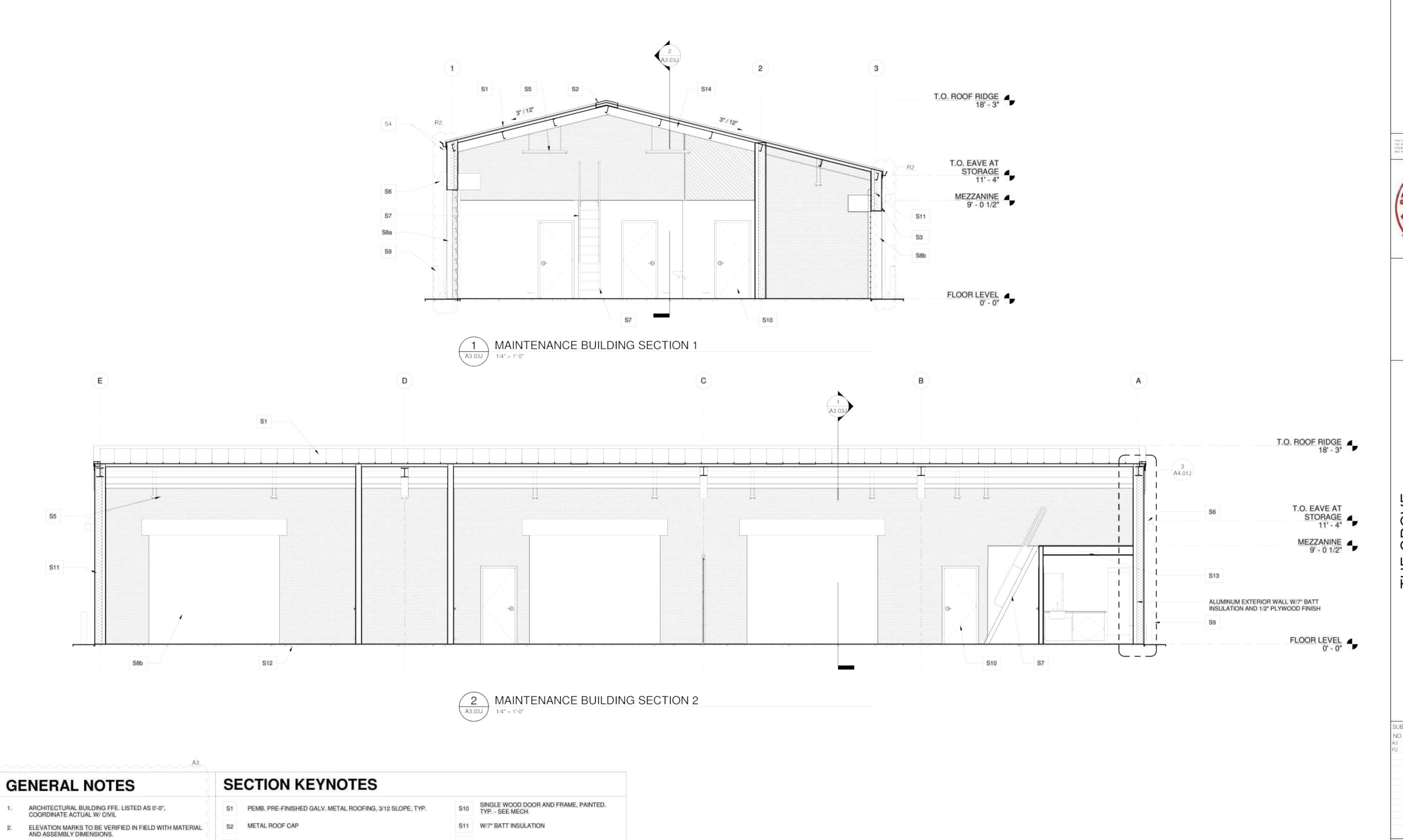
BUIL

CONFORMED SET EET TITLE

MAINTENANCE FACILITY EXTERIOR **ELEVATIONS** 

PROJECT NO. DATE 09/19/24 DRAWN BY SCALE STAFF CHECKED BY As indicated SHEET NO.

A3.01J

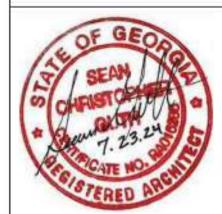


#### S12 CONCRETE SLAB, BROOM FINISH - SEE STRUC DIMENSIONS ARE FROM FINISH FLOOR. (U.N.O.) S3 PEMB. PRE-FINISHED GALV. METAL WALL PANELS, TYP. SEE STRUCTURE FOR ALL FOOTING & SLAB REQUIREMENTS. S4 5X5 PRE-FIN. ALUM GUTTER & 4X4 DOWNSPOUT SYSTEM, TYP. R2 S13 RECESSED LIGHT - SEE ELEC. SEE SHEET A4 SERIES FOR WALL SECTIONS & DETAILS. STEEL COLUMN AND BEAM FRAME, PAINTED. PROVIDE ZINC RICH EPOXY COAT W/ ACRYLIC URETHANE TOP COAT. TYP. S5 LINEAR HANGING LIGHTS, TYP. SEE SHEET A6 SERIES FOR RCP. SEE SHEET A7 SERIES FOR ROOF PLANS. S6 EXTERIOR WALL PACK LIGHT - SEE ELECT. SEE SHEET AS SERIES FOR DOOR SCHEDULE & DETAILS. S7 METAL SHIP LADDER SEE SHEET A8 SERIES FOR WINDOW SCHEDULE & DETAILS. PRE-FINISHED GALV, STEEL OVERHEAD COILING SERVICE DOOR. - SEE DOOR SCHEDULE 10. SEE SHEET A9 SERIES FOR ARCHITECTURAL WOODWORK AND FINISH LEGEND. PRE-FINISHED GALV. STEEL SECTIONAL SERVICE DOOR. - SEE DOOR SCHEDULE

S9 STEEL BOLLARD, CONCRETE FILLED, PAINTED. TYP. - SEE 3/A4.02J

DESIGN SPACES FOR LIFE.

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TERED ARCHIE

AINTENANCE FACILITY
OGANVILLE, GA 30052
PARED FOR:

BUILDING "."

SUBMITTALS / REVISIONS

NO DATE DESCRIPTION

A3 04/21/2023 Addendum 3

R2 7/15/2024 VE Changes

CONFORMED SET

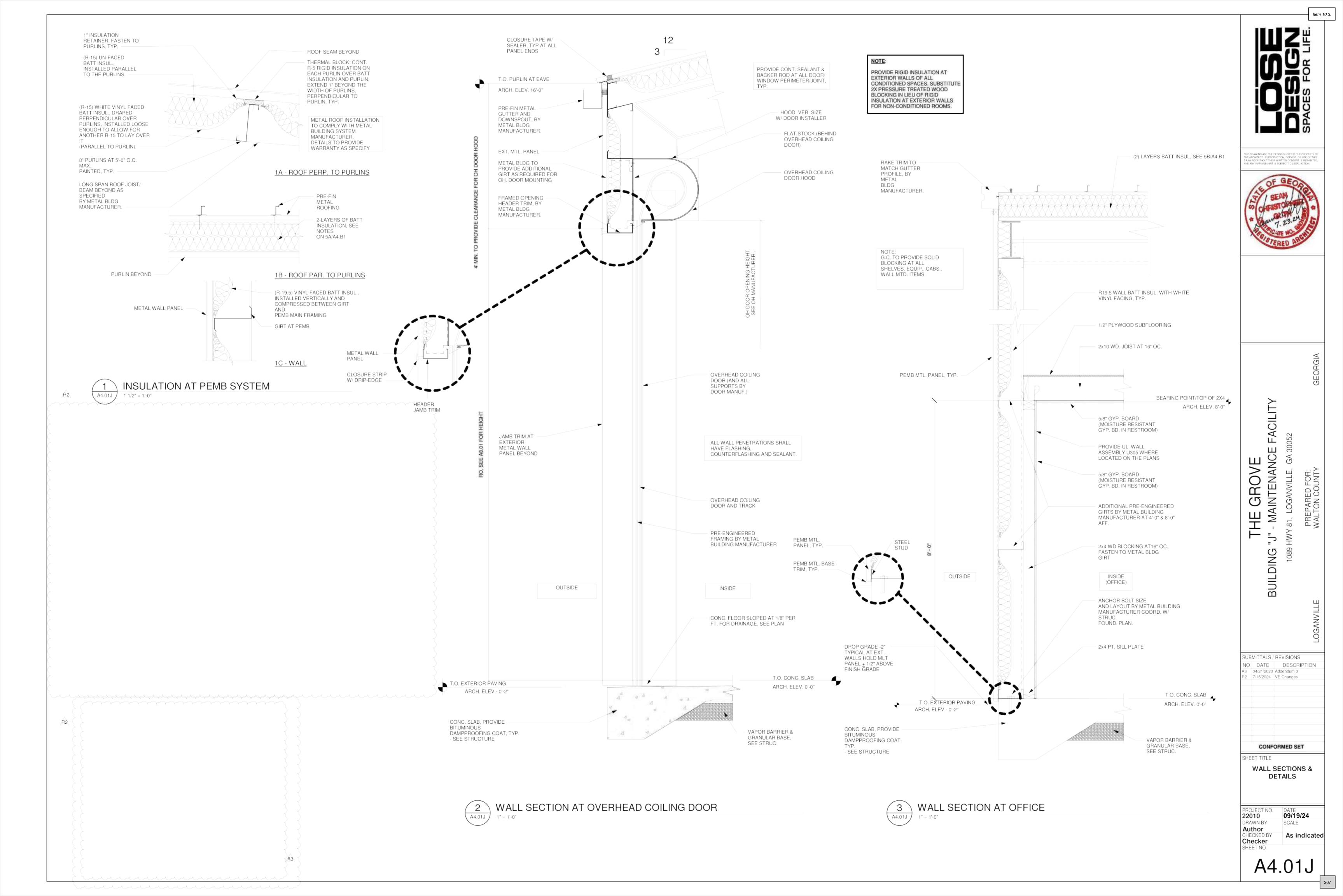
MAINTENANCE BUILDING SECTIONS

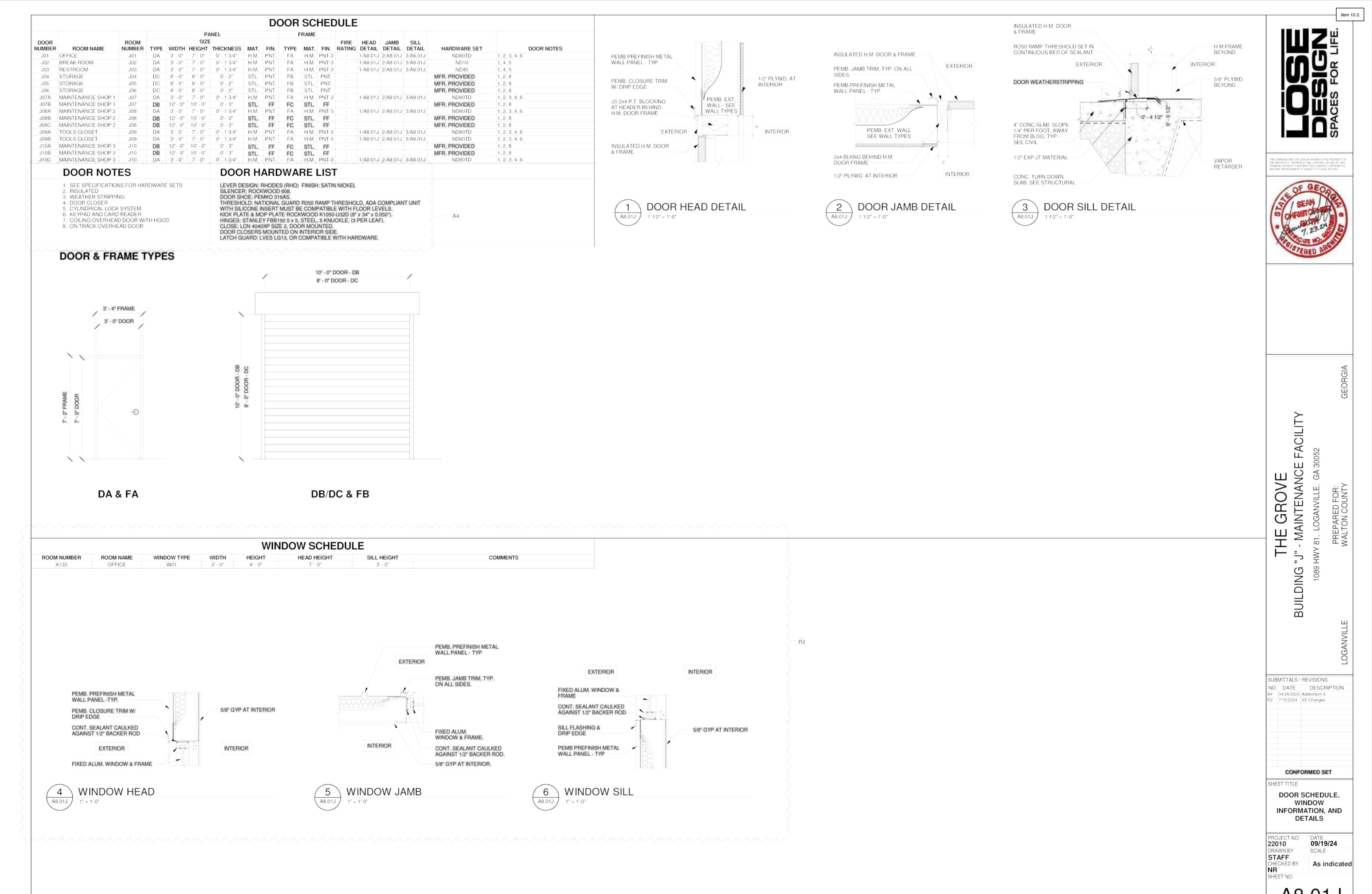
PROJECT NO. DATE 09/19/24

DRAWN BY SCALE STAFF
CHECKED BY As indicated NR

SHEET NO.

J3J <sub>|</sub>





	Branch Panel: J  Location: OFFICE J01 Supply From: Mounting: SURFACE Enclosure: NEMA 1		T			Volts: Phases: Wires:		3 Wye				A.I.C. Rating: 22,000 Mains Type: MLO Mains Rating: 400.00	A	
CKT	Circuit Description	Trip	Poles		Α		В		С	Poles	Trip	Circuit D	escription	СКТ
1	LIGHTING	20 A	1	732	720					1	20 A	RCPT - RF	R/STORAGE	2
3	R2 RCPT - MAINT, SHOP 1 +	20 A	1			540	540			1	20 A	RCPT -	OFFICE	4
5	RCPT - MAINT. SHOP 2 +	20 A	1					360	180	1	20 A	BREAKR	OOM TV + R2	6
7	RCPT - MAINT. SHOP 3 +	20 A	1	360	540					1	20 A	RCPT - BF	REAKROOM	8
9	EXTERIOR RECPTS	20 A	1			900	1500			1	20 A	AUTOMATIC F	LUSH VALVES	10
11				J.,				167	0	1	20 A	SP	ARE	12
13	AIR COMPRESSOR	30 A	3	167	2450					2	20 A	DTI	HP-1	14
15						167	2450				20 A	F 11	11-1	16
17	AIR COMPRESSOR	20 A	2					750	2450	2	20 A	DTI	HP-2	18
19	AIR GOINI REGOOR	207		750	2450						20 /	1 11	11 -2	20
21	30A RECPT	30 A	2			2250	750			2	20 A	AIR COM	PRESSOR	22
23	30A REGIT	30 A	-					2250	750		20 /	AIR COM	T NEGOOK	24
25	AIR COMPRESSOR	20 A	2	750	750					2	20 A	AIR COM	PRESSOR	26
27	AIR GOINI REGOOR	20 A				750	750				20 /	AIR COM	T INEGGOIN	28
29	R2 COUNTER RECEPTACLE +	20 A	1					540	540	1	20 A		ECEPTACLE +	30
31	COUNTER RECPTACLE +	20 A	1	540	540					1	20 A		ECEPTACLE + R2	32
33	STORAGE RECEPTACLE	20 A	1			540	540			1	20 A	STORAGE	RECPTALE	34
35	30A RECEPT	30 A	2					2250	2250	2	30 A	30A F	RECPT	36
37	OOKKEGELT	0071	-	2250	2250						0071	00/11		38
39	30A RECPT	30 A	2			2250	2250			2	30 A	30A F	RECPT	40
41	SOA REST 1	307	2					2250	2250		00 A	30/(1	(LOI I	42
43	AIR COMPRESSOR	20 A	2	750	750		SHEETING			2	20 A	AIR COM	PRESSOR	44
45		2071	2			750	750				207	7111 00111	I NEGOOK	46
47	EF-5	20 A	1					23	100	1	20 A	E	F-2	48
49	EF-6	20 A	1	23	100	5				1	20 A	Е	F-3	50
51	EF-7	20 A	1			23	100	10000-0	2000	1	20 A	Е	F-4	52
53	UH-5	20 A	1					100	100	1	20 A		H-4	54
55	UH-1	20 A	1	100	100					1	20 A		H-2	56
57	UH-3	20 A	1			100	100			1	20 A	U	H-6	58
59	UH-7	25 A	1	Lance Control				100	1800	2	40 A	W	H-1	60
61	WH-2	100 A	2	7800	1800						407			62
63		10071	-			7800	329			1	20 A	EXTERIOR	RLIGHTING	64
65	SPARE	20 A	1					0	250	2	20 A	AIR COM	PRESSOR	66
67	SPARE	20 A	1	0	250									68
69	SPARE	20 A	1			0	180			1	20 A		ONE RACK	70
71	SPARE	20 A	1					0	0	1	20 A		ARE	72
73	SPARE	20 A	1	0	0					1	20 A		ARE	74
75	SPARE	20 A	1			0	0		-	1	20 A		ARE	76
77	SPARE	20 A	1		17.74			0	0	1	20 A		ARE	78
79	SPARE	20 A	1	0	0					1	20 A		ARE	80
81	SPARE	20 A	1			0	0			1	20 A		ARE	82
83	SPARE	20 A	1					0	0	1	20 A	SP.	ARE	84
		Tot	al Load:	2692	21 VA	2630	08 VA	194	59 VA					
		Tota	al Amps:	233	.12 A	228	3.02 A	162	.16 A					
Load Cla	assification	Cor	nnected l	oad	De	mand Fa	actor	Estin	nated De	emand		Panel	Totals	
LIGHTIN	G		1038 VA			125.00%	6		1298 V			Total Conn. Load:		
RECEPT	ACLE		7560 VA			100.00%	6		7560 V	4		Total Est. Demand:		
HVAC			9799 VA			100.00%			9799 V	4		Total Conn. Current:		
HEATING	G		0 VA			0.00%			0 VA		Tot	al Est. Demand Current:	202.49 A	
KITCHE	N		0 VA			0.00%			0 VA		Non-	Coinc. Heat/AC Current:	27.20 A	
	ST MOTOR		0 VA			0.00%			0 VA			st. Demand Current-NC:		
MOTOR			19992 VA			100.009			19992 V		Tota	I Est. Demand Load-NC	72949 VA	
MISCELI	LANEOUS		34300 VA	4		100.00%	<b>/</b> o		34300 V	Α				

+ DENOTES PROVIDE GFCI CIRCUIT BREAKER

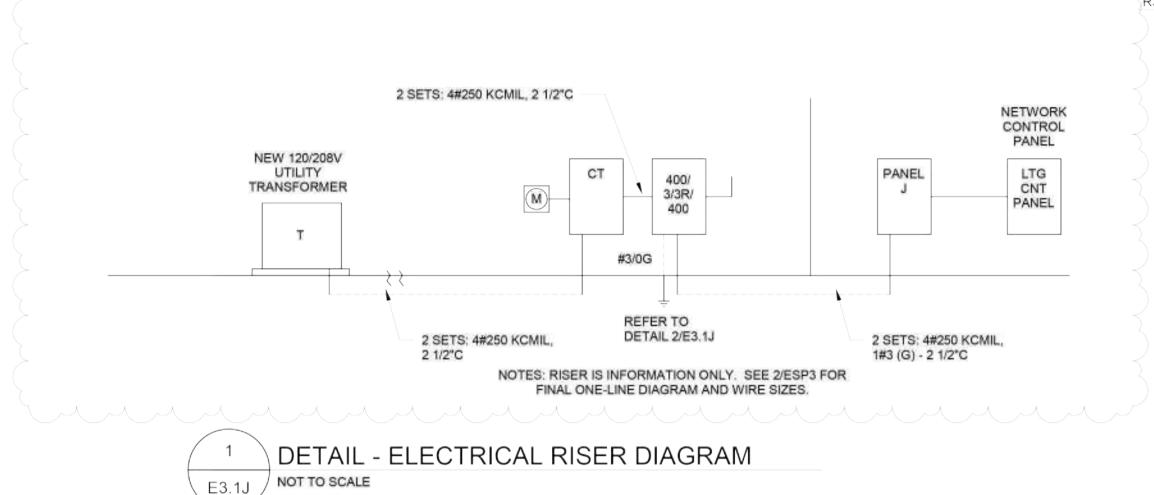
	MECHAN	NICAL EQ	UIPME	NT CONNE	CTION SC	HEDULE	=
UNIT TYPE MARK	UNIT INDENTIFIER	PANEL NAME	CIRCUIT NUMBER	FEEDER SIZE	DISCONNECTING MEANS	LOAD	NOTES
EF	1	J	1	2#12,1#12(G),1/2"C.	MRS	23.00 W	1, 3
EF	2	J	48	2#12,1#12(G),1/2"C.	MRS	100W	1
EF	3	J	50	2#12,1#12(G),1/2"C.	MRS	100W	1
EF	4	J	52	2#12,1#12(G),1/2"C.	MRS	100W	1
EF	5	J	47	2#12,1#12(G),1/2"C.	MRS	23.00 W	1, 3
EF	6	J	49	2#12,1#12(G),1/2"C.	MRS	23.00 W	1, 3
EF	7	J	51	2#12,1#12(G),1/2"C.	MRS	23.00 W	1, 3
PTHP	1	J	14,16	2#12,1#12(G),1/2"C.	MRS	2828 KW	1
PTHP	2	J	18,20	2#12,1#12(G),1/2"C.	MRS	2828 KW	1
UH	1	J	55	2#12,1#12(G),1/2"C.	MRS	100W	1
UH	2	J	56	2#12,1#12(G),1/2"C.	MRS	100W	1
UH	3	J	57	2#12,1#12(G),1/2"C.	MRS	100W	1
UH	4	J	54	2#12,1#12(G),1/2"C.	MRS	100W	1
UH	5	J	53	2#12,1#12(G),1/2"C.	MRS	100W	1
UH	6	J	58	2#12,1#12(G),1/2"C.	MRS	100W	1
UH	7	J	59	2#10,1#10(G),3/4"C.	30/2/1/NF	2 KW	1
WH	1	J	60,62	2#8,1#10(G),3/4"C.	60/2/1/NF	6.2 KW	1
WH	2	J	61,63	2#3,1#8(G),1"C.	100/2/1/NF	15.6 KW	1

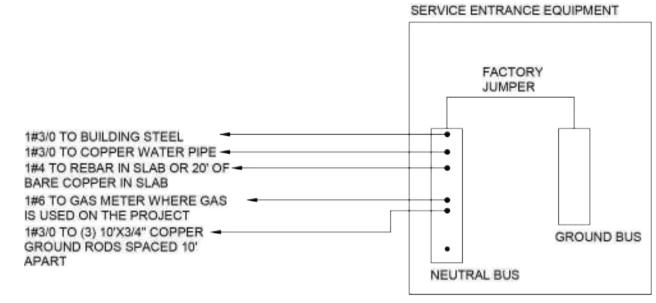
#### NOTES:

THER CONTINUOUS

\* DENOTES PROVIDE LOCK-ON CIRCUIT BREAKER

- PROVIDE OVERCURRENT PROTECTION AND BRANCH CIRCUITS PER UL LISTED REQUIREMENTS FOR EQUIPMENT SERVED. REFER TO MANUFACTURER DATA AND EQUIPMENT CUT-SHEETS FOR ROUGHIN LOCATIONS OF ELECTRICAL CONNECTIONS AND INTERCONNECTIONS FOR ALL EQUIPMENT. COORDINATE EXACT NAMEPLATE DATA OF EQUIPMENT BEING INSTALLED WITH MECHANICAL CONTRACTOR. THIS MEANS FOR THE ELECTRICAL CONTRACTOR TO MEET WITH THE MECHANICAL CONTRACTOR AND ACQUIRE A COPY OF THE SHOP DRAWINGS FOR THE EXACT PIECES OF EQUIPMENT THAT WILL BE INSTALLED. THE ELECTRICAL CONTRACTOR SHALL COMPARE THE MANUFACTURER'S DATA SHEETS FOR THE ACTUAL EQUIPMENT THAT IS BEING USED WITH THE ELECTRICAL PLANS PRIOR TO ORDERING THE ELECTRICAL GEAR. IF THERE ARE ANY DIFFERENCES BETWEEN WHAT THE MECHANICAL CONTRACTOR IS PLANNING TO USE AND WHAT THE ELECTRICAL PLANS INDICATE, THE ELECTRICAL CONTRACTOR SHALL BRING THE DISCREPANCIES TO THE ATTENTION OF THE GENERAL CONTRACTOR AND THE CONTRACTORS SHALL WORK OUT ANY ADDITIONAL MONIES REQUIRED WITHOUT ANY COST TO THE OWNER. IF THIS ON SITE COORDINATION DOES NOT HAPPEN, IT WILL BE ASSUMED THAT THE ELECTRICAL CONTRACTOR SHALL ABSORB ANY AND ALL COSTS THAT MAY BE ASSOCIATED WITH THE MECHANICAL CONTRACTOR'S EQUIPMENT. NOTE THAT THE MECHANICAL CONTRACTOR MAY USE DIFFERENT MANUFACTURERS THAN THE DESIGN INTENT PLANS INDICATE AND THESE DIFFERENT MANUFACTURERS MAY HAVE DIFFERENT ELECTRICAL REQUIREMENTS.
- DUCT SMOKE DETECTORS SHALL BE FURNISHED BY MECHANICAL CONTRACTOR, INSTALLED BY ELECTRICAL CONTRACTOR AND CONNECTED BY ELECTRICAL CONTRACTOR. EC SHALL FURNISH AND INSTALL REMOTE ANNUNCIATORS VISIBLE IN THE CEILING BELOW FOR THE SMOKE DUCT DETECTORS IN THIS EQUIPMENT.
- 3. EXTEND AND CONNECT EXHAUST FAN TO LOCAL LIGHTING CIRCUIT WITHIN THIS ROOM. FAN SHALL BE CONTROLLED BY LOCAL LIGHT SWITCH AND SWITCHED WITH THE LIGHTS.
- 4. INDOOR UNIT POWERED FROM OUTDOOR UNIT. PROVIDE WITH MRS ON INDOOR UNIT IN ORDER TO COMPLY WITH CODE.





1. PROVIDE TEST WELL FOR EACH GROUND ROD. 2. ALL CONNECTORS SHALL BE UL LISTED NON-REVERSIBLE TYPE OR CADWELDS. 3. PROVIDE (3) ADDITIONAL DRILLED HOLES IN BUS BAR FOR FUTURE USE. 4. ALL ISOLATED GROUND CONDUCTORS SHALL TERMINATE ON THE GROUND BUS. 5. PROVIDE #6 JUMPER ACROSS ANY WATER METER

DETAIL - SERVICE ENTRANCE GROUNDING

LIGHTING CONTROL SCHEDULE			
CIRCUITS CONTROLLED	TYPE OF LIGHTING	SCHEDULE	
J-64	BUILDING MOUNTED	RELAYS	
HP2-1,3,5,7	STREET POLES	RELAYS	
HP2-2	SIGNAGE	RELAYS	
HP2-4,6	SEASONAL RECPTS	RELAYS	

NOTES:

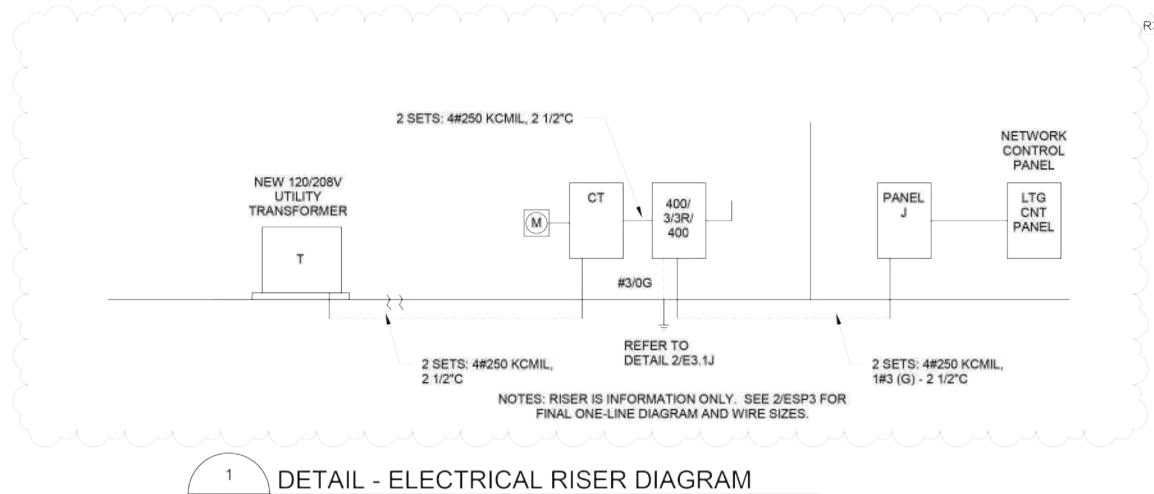
1. ALL CIRCUITS ARE ROUTED THRU RELAYS IN LIGHTING CONTROL PANEL.

	LIGHTING FIXTURE SCHEDULE					
FIXTURE MARK	MANUFACTURER	MODEL	VOLTAGE	LAMP	DESCRIPTION	
B1	ELITE LIGHTING	24-OVHP-LED-4000L-DIM10-MVOLT-40K-85	120 V	37W LED	ARCHITECTURAL RECESSED LED 2X4. PROVIDE GRID/FLANGE MOUNT KIT WHERE APPLICABLE.	
D	ELITE LIGHTING	4-OC1-LED-3000L-DIM10-MVOLT-35K-85	120 V	25W LED	4' LED STRIP LIGHT	
D1	ELITE LIGHTING	2-OC1-LED-3000L-DIM10-MVOLT-35K-85	120 V	23W LED	2' LED STRIP LIGHT	
EM	ELITE LIGHTING	ELM-LED-803	120 V	INCLUDED	STANDARD EMERGENCY LIGHT	
EM1	HE WILLIAMS	EMER/DECO-DBR-LT-D	120 V	5W LED	EXTERIOR EMERGENCY LIGHT TO BE NORMALLY OFF	
OC	ORACLE	OWP-FC-211-LED-7500L-DIM10-MVOLT-40K-BZ	120 V	56W LED	LED WALL PACK TO BE ON AT NIGHT	
X	ELITE LIGHTING	ELX-627	120 V	INCLUDED	EXIT/EMERGENCY COMBO, MOUNT AND ADD FACES AND ARROWS AS SHOWN	

E3.1J

# DENOTES PROVIDE AFCI CIRCUIT BREAKER

COORDINATE FINISHES WITH ARCHITECT.



OR WATER FILTER.

CONFORMED SET **DETAILS & SCHEDULES** - ELECTRICAL

DING

BUIL

SUBMITTALS / REVISIONS NO DATE DESCRIPTION 06/13/23 PERMIT REVISIONS

09/19/24 VE Conformed Set

Engineering, LLC 5064 Roswell Road, Suite D-301 Sandy Springs GA 30342 770.319.7400 Project 22140 ©2022 COA#: PEF004211

EXPIRES: 6/30/2024

PROJECT NO. 22010 DRAWN BY SSH
CHECKED BY
As indicated SWL SHEET NO. SHEET \_\_\_OF\_40

09/19/24

SCALE

PLUMBING FIXTURE

WATER HEATER DETAIL

TO FAUCET

WITH CO PLUG

SCALE: NONE

			ELECT	RIC WATER HEA	ATER SCHEDULE				
	TAG	TANK SIZE	KW	VOLT/PHASE	RECOVERY	SET POINT	BASIS OF DESIGN	LOCATION	NOTES
	<u>WH-1</u>		6.2	208/1		110F	CHRONOMITE M-30-L	TOILET ROOM(S)	
R3	<u>WH-2</u>		15.6	208/1		110F	CHRONOMITE R-75L/208	BREAK ROOM J02	
	<u>WH-3</u>		15.6	208/1		110F	CHRONOMITE R-75L/208	MAINT. SHOP1 J07	

ELECTRIC INSTANTANEUS WATER HEATER.

WALL MOUNTED -

STAINLESS STEEL CLAMP -

P-0.1F

SCALE: NONE

PIPE BOOT BY PORTALS PLUS

SCALE: NONE

VENT THRU ROOF DETAIL

ROOF

NO	TE TO GENER	EAL CONTRAC	TOR (GC) ANI	D SUB-CONT	RACTORS: M	ECHANICAL, PLU	JMBIN(
ANI	D ELEVATOR	SUBMITTALS:	SHALL HAVE	AN APPROVA	L SIGNATUR	RE FROM THE	
ELE	CTRICAL SU	BCONTRACTO	RINDICATING	3 THAT THE E	ELECTRICAL	CONTRACTOR H	AS
RE\	VIEWED THE	SUBMITTALS A	AND HAS COM	MPARED THE	ELECTRICAL	LREQUIREMENT	SOF
THE	E SUBMITTED	<b>EQUIPMENT</b>	WITH THE PL	ANS AND HAS	MADE ANY	REQUIRED	
AD.	JUSTMENTS	TO THE ELECT	RICAL GEAR.	ANY MECHA	ANICAL OR P	LUMBING SUBM	TTAL
THA	AT HAS A PO	VER REQUIRE	MENT THAT I	S SUBMITTE	TUOHTIW C	THE SIGNATURE	
API	PROVAL OF T	HE ELECTRIC	AL CONTRAC	TOR WILL BE	RETURNED	WITHOUT COMM	MENT.

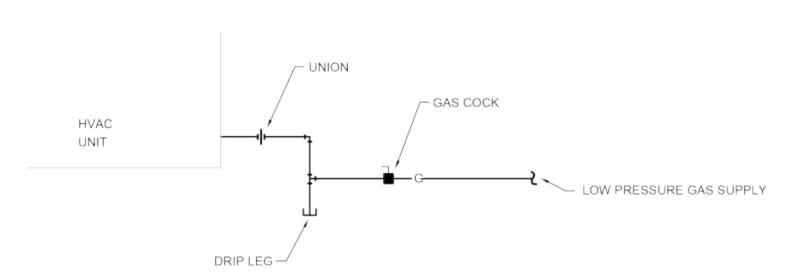
PLUMBING LEGEND SANITARY LINE COLD WATER HOT WATER HOT WATER RETURN VENT PIPE - - - - -STORM LINE BALL VALVE  $\bowtie$ GATE VALVE FLOOR CLEANOUT FLOOR CLEANOUT FCO VTR VENT THRU ROOF PIPE UP  $\circ$ PIPE DOWN ම <sub>RD</sub> **ROOF DRAIN** 

#### PLUMBING NOTES

- 1. PLUMBING SHALL BE IN ACCORDANCE WITH 2018 INTERNATIONAL PLUMBING CODE AND APPLICABLE LOCAL CODES.
- FURNISH APPROPRIATE ADAPTERS FOR CONNECTION OF DISSIMILAR PIPING
- 4. ALL EXTERIOR GAS PIPE SHALL BE PAINTED W/ BLACK RUST INHIBITIVE PAINT.

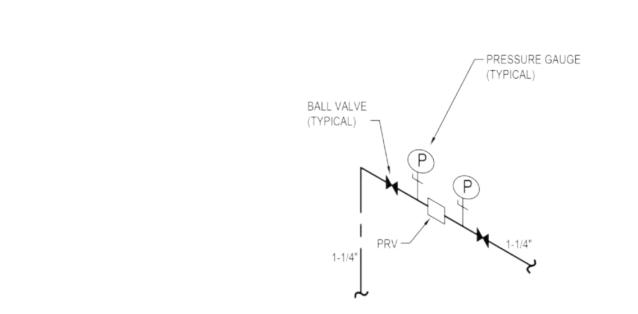
3. FLOOR CLEANOUT EQUAL TO JAY R. SMITH MODEL 4020.

- WATER PIPE SHALL BE TYPE "L" HARD DRAWN COPPER WITH 95-5 LEAD FREE SOLDER JOINTS,
- CPVC OR PEX PIPE.
- 6. PIPE HANGERS FOR WATER PIPE SHALL BE EQUAL TO PHD 155 WITH INSULATION SHIELD. 7. TEST WATER PIPING AT A HYDROSTATIC PRESSURE OF 125 PSI AND HOLD FOR TWENTY-FOUR
- 8. ALL DOMESTIC COLD WATER, HOT WATER RETURN, & HOT WATER PIPE SMALLER THAN 1-1/2" SHALL BE INSULATED WITH 1" THICK FIBERGLASS PIPE INSULATION WITH ALL SERVICE JACKET. HOT WATER & HOT WATER RETURN PIPE 1-1/2" AND GREATER SHALL SHALL HAVE 1-1/2" THICK FIBERGLASS PIPE INSULATION AS DESCRIBED.
- 9. DOMESTIC WATER SHUT-OFF VALVES SHALL BE WATTS SERIES FBV-4 FOR HOT & COLD WATER PIPE, ACCEPTABLE MANUFACTURES ARE WATTS, NIBCO AND CRANE OR APPROVED EQUAL.
- 10. WATER HAMMER ARRESTOR (WHA) TO BE EQUAL WATTS 15M2 & SHALL BE LOCATED ACCESSIBLE ABOVE A CEILING & OUT OF WALL.
- 11. SANITARY AND VENT PIPE BELOW SLAB SHALL BE SCHEDULE 40 DWV PVC, OR HUB & SPIGOT CAST IRON.
- 12. SANITARY AND VENT PIPE ABOVE SLAB SHALL BE SCHEDULE 40 DWV PVC, DWV COPPER, OR HUBLESS CAST IRON. PVC NOT ALLOWED IN PLENUM.
- ↑ 13. TEST DRAINAGE AND VENT PIPING AT TEN FEET OF WATER COLUMN.
- 14. FLOOR DRAIN, 3" FD, SHALL BE EQUAL TO JAY R. SMITH MODEL 2010C-P050-NB. PROVIDE W/ ZURN Z1021 TRAP PRIMER BELOW SINK.
- 15. NON-FREEZE HOSE BIBB (NFWH) SHALL BE ANTI-SIPHON, VACUUM BREAKER PROTECTED EQUAL TO WOODFORD MODEL 67. HOSE BIBB (HB) EQUAL TO WOODFORD MODEL 24.
- 16. CONTRACTOR SHALL SUBMIT (MINIMUM 3) SETS OF SHOP DRAWINGS AND EQUIPMENT CUT SHEETS TO THE ARCHITECT FOR APPROVAL PRIOR TO STARTING ANY WORK. ANY EQUIPMENT REQUIRING AN ELECTRICAL CONNECTION SHALL FIRST BE REVIEWED AND APPROVED BY THE ELECTRICAL CONTRACTOR VERIFYING THAT THE ELECTRICAL CONTRACTOR HAS COMPARED THE ELECTRICAL REQUIREMENTS OF THE SUBMITTED EQUIPMENT WITH THE PLANS AND HAS MADE ANY REQUIRED ADJUSTMENTS TO THE ELECTRICAL GEAR. ANY SHOP DRAWING THAT IS SUBMITTED WITHOUT THE SIGNATURE APPROVAL OF THE ELECTRICAL CONTRACTOR WILL BE RETURNED WITHOUT COMMENT.
- 17. PLUMBING CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING WATER, VENT, & SANITARY PIPE PRIOR TO START OF WORK, CONTRACTOR TO NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF SAID WORK.
- 18. THE PLUMBING PLANS ARE INTENDED TO BE DIAGRAMMATIC AND ARE BASED ON ONE MANUFACTURER'S EQUIPMENT. THEY RE NOT INTENDED TO SHOW EVERY ITEM IN ITS EXACT LOCATION, EXACT DIMENSIONS, OR ALL OF THE DETAILS OF THE EQUIPMENT. THE CONTRACTOR SHALL OBTAIN MANUFACTURER'S DATA ON ALL EQUIPMENT TO VERIFY THE ACTUAL DIMENSIONS CHARACTERISTICS, ENTRY LOCATIONS, ETC., AND TO INSURE MINIMUM CLEARANCES ARE



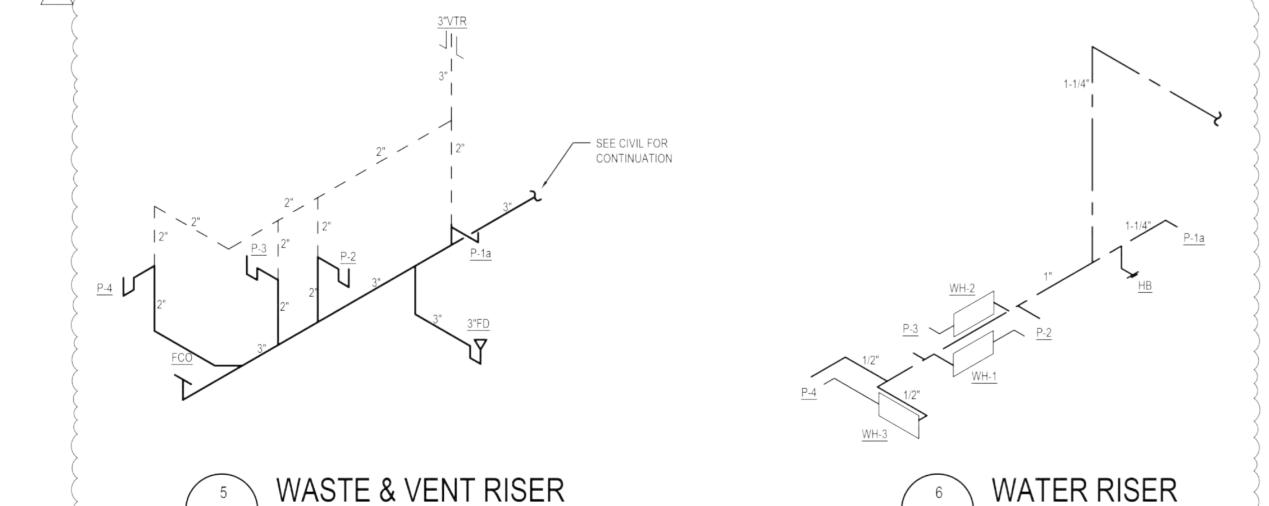
FLEXIBLE CONNECTORS ARE NOT ALLOWED







VALVE ASSEMBLY DETAIL SCALE: NONE



TO FAUCET -

INTEGRAL 3/8"

FITTINGS (TYP) -

SCALE: NONE

COMPRESSION

P-0.1F



SAVANT Engineering, LLC 5064 Roswell Road, Suite D-301 Sandy Springs GA 30342 770.319.7400 Project 22140 COA#: PEF004211 EXPIRES: 6/30/2024

HE GROVE - MAINTENANC

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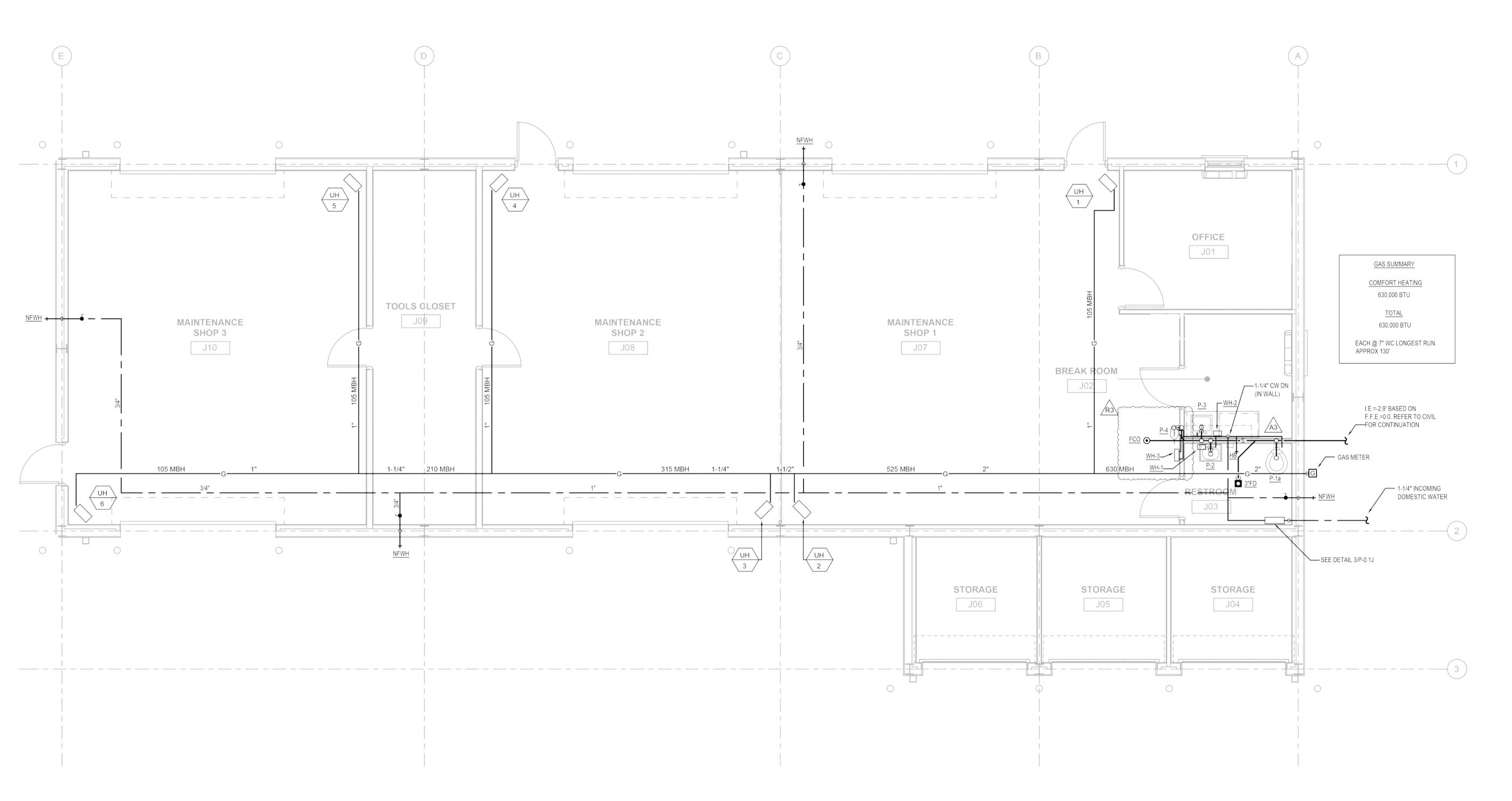
PREPARED FO WALTON COUN

SUBMITTALS / REVISIONS NO DATE DESCRIPTION
A3 4/21/23 ADDENDUM 3 R3 09/19/24 VE Conformed Set

CONFORMED SET

SCHEDULES, NOTES & DETAILS **PLUMBING** 

DATE 09/19/24 SCALE **22010**DRAWN BY CHECKED BY AS NOTED
TAN
SHEET NO. SHEET \_\_\_OF\_40\_







SPACES FOR LIFE 10.3.

THIS DRAWING AND THE DESIGN SHOWN IS THE PROPERTY OF THE ARCHITECT. REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS PROHIBITED, AND ANY INFRINGEMENT IS SUBJECT TO LEGAL ACTION.



CILITY

THE GROVE

3 "J" - MAINTENANCE F,

9 HWY 81, LOGANVILLE, GA 3005,

PREPARED FOR:
WALTON COUNTY

OGANVILLE

SUBMITTALS / REVISIONS

NO DATE DESCRIPTION

A3 4/21/23 ADDENDUM 3

R3 09/19/24 VE Conformed Set

CONFORMED SET

BUILDING

FLOOR PLAN -PLUMBING

PROJECT NO. DATE
22010 09/19/24

DRAWN BY SCALE
BBW
CHECKED BY 1/4"=1'-0"
TAN
SHEET NO. SHEET \_\_\_OF\_\_40\_\_

P-1.1 1.271

HA-1,3,5 ADJACENT TO ARROW INDICATES HOMERUN OF CIRCUIT 1,3,5 TO PANEL HA. SLASH MARKS INDICATE THE NUMBER OF #12 CONDUCTORS. EQUIPMENT GROUNDING CONDUCTORS ARE REQUIRED BUT ARE NOT SHOWN. NO MARKS INDICATE TWO #12 CONDUCTORS AND ONE #12 GROUND. NUMBER(S) AND LOWER CASE LETTER(S) INDICATE CIRCUIT AND SWITCH LEG B a DESIGNATION, RESPECTIVELY, CAPITAL LETTERS DESIGNATE FIXTURE TYPE.

1. ALL MOUNTING HEIGHTS ARE TO CENTERLINE OF DEVICES UNO, AND SHALL BE THE MOUNTING HEIGHT USED, UNLESS

SPECIFICALLY INDICATED OTHERWISE ON THE DRAWINGS. 2. ALL SYMBOLS INDICATED IN THIS LEGEND MAY NOT NECESSARILY BE USED ON THE PLANS.

REFER TO SPECIFICATIONS FOR DEVICE AND EQUIPMENT SPECIFICATIONS. 4. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATION OF LIGHTING FIXTURES.

5. MOUNTING HEIGHTS FOR LIGHT SWITCHES, RECEPTACLE, FIRE ALARM DEVICES, AND ETC., COMPLY WITH A.D.A. DO NOT VARY

THESE DIMENSIONS. REFER TO ARCHITECTURAL PLANS FOR EXACT DEVICE LOCATIONS AND DIMENSIONS.

RECESSED OR SURFACE MOUNTED FIXTURE, SHADING INDICATES EMERGENCY FIXTURE

STRIP FIXTURE - MOUNTING AS INDICATED, SHADING INDICATES EMERGENCY FIXTURE RECESSED OR SURFACE MOUNTED DOWNLIGHT, SHADING INDICATES EMERGENCY FIXTURE

→ WALL MOUNTED FIXTURE, SHADING INDICATES EMERGENCY FIXTURE

 SURFACE OR RECESSED DIRECTIONAL FIXTURE IN- CEILING OR WALL MOUNTED EXIT SIGN, ARROWS DENOTE DIRECTION OF EGRESS, DARKENED QUADRANT

INDICATES FACE TRACK LIGHTING, TRACK LENGTH AS INDICATED

WALL MOUNTED EMERGENCY LIGHTING UNIT AND LIGHT HEADS

⊕ ⊕ LANDSCAPE OR DIRECTIONAL LANDSCAPE FIXTURE

CEILING OR WALL MOUNTED JUNCTION BOX, HEIGHT AS INDICATED

FLUSH FLOOR MOUNTED JUNCTION BOX CEILING MOUNTED OCCUPANCY OR VACANCY SENSOR

SINGLE POLE TOGGLE SWITCH - 48" AFF

S<sub>3</sub> THREE-WAY TOGGLE SWITCH - 48" AFF

S4 FOUR-WAY TOGGLE SWITCH - 48" AFF

SD SINGLE POLE DIMMER SWITCH - 48" AFF S<sub>3D</sub> THREE-WAY DIMMER SWITCH - 48" AFF

S<sub>4D</sub> FOUR-WAY DIMMER SWITCH - 48" AFF

SK KEY OPERATED SWITCH - 48" AFF ST TIMER OPERATED SWITCH - 48" AFF

SP SINGLE POLE TOGGLE SWITCH WITH PILOT LIGHT IN TOGGLE MOUNT 48" AFF

Sos Sys occupancy or vacancy sensor wall-mounted 48" AFF

SVS/D VACANCY SENSOR DIMMER SWITCH WALL-MOUNTED 48" AFF

(TV)+ CABLE BOX-MOUNTING HEIGHT AS INDICATED. PROVIDE 1"C FROM BOX TO ABOVE ACCESSIBLE CEILING.

DUPLEX RECEPTACLE - 18" AFF OR AT HEIGHT INDICATED, NEMA 5-20R FLUSH CEILING BOX WITH DUPLEX RECEPTACLE, NEMA 5-20R

FLUSH CEILING BOX WITH QUAD RECEPTACLE, NEMA 5-20R

DOUBLE DUPLEX RECEPTACLE - 18" AFF OR AT HEIGHT INDICATED, NEMA 5-20R

DUPLEX GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE - 18" AFF OR AT HEIGHT INDICATED, NEMA 5-20R WP ● WEATHERPROOF DUPLEX GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE - 36" AFF UNLESS NOTED, NEMA 5-20R

PROVIDE HEAVY DUTY WEATHER RESISTANT IN-USE RECEPTACLE COVERS AT ALL EXTERIOR ELECTRICAL WALL OUTLETS.

➡ DUPLEX RECEPTACLE - ISOLATED GROUND - 18\* AFF UNLESS NOTED, NEMA 5-20R

DUPLEX RECEPTACLE, TOP RECEPTACLE SWITCHED - 18" AFF UNLESS NOTED, NEMA 5-20R

➡ DOUBLE DUPLEX RECEPTACLE - ISOLATED GROUND - 18" AFF UNLESS NOTED, NEMA 5-20R

■ DOUBLE DUPLEX RECEPTACLE, TOP RECEPTACLE SWITCHED - 18" AFF UNLESS NOTED, NEMA 5-20R

→ SINGLE RECEPTACLE STRAIGHT BLADE - TYPE AND MOUNTING AS INDICATED ○H SPECIAL PURPOSE RECEPTACLE - TYPE AND MOUNTING AS INDICATED

SURFACE MOUNTED MULTI-OUTLET RACEWAY SYSTEM FOR CONDUCTORS AND DEVICES AS SPECIFIED.

LENGTH AS INDICATED

POWER AND TELEPHONE POLE FLUSH FLOOR BOX WITH DOUBLE DUPLEX RECEPTACLE, NEMA 5-20R

FLUSH FLOOR BOX WITH DUPLEX RECEPTACLE, NEMA 5-20R

FLUSH FLOOR BOX WITH COMBINATION TELEPHONE/DATA OUTLET CONDUIT INSTALLED CONCEALED IN WALLS AND/OR ABOVE CEILING

CONDUIT INSTALLED CONCEALED IN/OR BELOW FLOOR SLAB OR BELOW GRADE

 CONDUIT INSTALLED EXPOSED ISOLATED GROUND CONDUCTOR

FLEXIBLE METALLIC CONDUIT 6' MAXIMUM LENGTH

SYSTEMS GROUND

—∘/→ CONDUIT TURNING UP/CONDUIT TURNING DOWN CONDUIT TERMINATION, STUB-OUT WITH THREADED OR SET SCREW CAP

\_\_\_\_ GROUND BUS BAR

EQUIPMENT BACKBOARD - 3/4" X 4' X 8' PLYWOOD, UNLESS NOTED

PANELBOARD - SURFACE OR FLUSH MOUNTED

→ NON-FUSED DISCONNECT SWITCH - RATING/POLES/ENCLOSURE AS INDICATED (e.g. 30/3/3R/NF)

── FUSED DISCONNECT SWITCH - RATING/POLES/ENCLOSURE/FUSE AS INDICATED (e.g. 60/3/3R/F40)

MOTOR, HORSEPOWER AS INDICATED, 'F' INDICATES FRACTIONAL HORSEPOWER

S<sub>M</sub> MOTOR RATED SWITCH WITH THERMAL OVERLOAD PROTECTION

SPD SURGE PROTECTIVE DEVICE - REFER TO SPECIFICATIONS

TRANSFORMER - VOLTAGE/PHASE/KVA AS INDICATED OR SCHEDULED

#### ABBREVIATIONS:

A ACT FIGURE A ACT AND	AMPERE ABOVE ACCESSIBLE CEILING ABOVE COUNTER TOP ABOVE FINISHED FLOOR AVAILABLE INTERRUPTING CURRENT ALUMINUM AUTOMATIC TRANSFER SWITCH AMERICAN WIRE GAGE BACK OF HOUSE CONDUIT CENTERLINE COMPRESSOR CONDENSER COPPER OR CONDENSING UNIT DOWN ELECTRICAL CONTRACTOR ELECTRIC DRINKING FOUNTAIN EXHAUST FAN EMERGENCY ELECTRICALLY OPERATED, MECHANICALLY HELD EQUAL EQUIPMENT EXISTING TO BE DEMOLISHED EXISTING TO BE RELOCATED EXISTING TO BE RELOCATED EXISTING TO REMAIN FUSED FIRE ALARM ANNUNCIATOR PANEL FILL LOAD AMPERES FLOORBOX FUTURE GROUND GENERATOR ANNUNCIATOR PANEL GENERATOR GROUND FAULT CIRCUIT INTERRUPTER HORSEPOWER OR HEAT PUMP ISOLATED GROUND	KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA KEFCA	THOUSAND CIRCULAR MILS KITCHEN EXHAUST FAN KITCHEN FAN CONTROL CENTER KILOVOLT AMPERES KILOWATTS LIGHTING CONTACTOR LIFE SAFETY LIGHTING LOW VOLTAGE MINIMUM CIRCUIT AMPACITY MAIN CIRCUIT BREAKER MANUFACTURER MAIN LUGS ONLY MAXIMUM OVERCURRENT PROTECTION MOTOR-RATED SWITCH MAIN SWITCHBOARD MANUAL TRANSFER SWITCH NEW NONFUSIBLE NOT IN CONTRACT NIGHT LIGHT; UNSWITCHED, "ON" 24/7 POLE PHASE PANEL POWER OVER ETHERNET POINT OF SALE RECEPTACLE REFRIGERATOR ROOF TOP UNIT SERVICE ENTRANCE RATED SURGE PROTECTIVE DEVICE SWITCHBOARD TIMECLOCK TAMPER RESISTANT TYPICAL UNIT HEATER UNLESS NOTED OTHERWISE USB RECEPTACLE - HUBBELL USB15A5XX VOLTS VOLT-AMPERES WATTS WIRELESS ACCESS POINT WATER HEATER WEATHER PROOF TRANSFORMER
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## **ELECTRICAL GENERAL NOTES**

GENERAL CONTRACTOR TO PROVIDE COMBINED RE-BAR / CONDUIT / PLUMBING PIPE LAYOUT SUBMITTAL FOR COORDINATION PRIOT TO INSTALLATION OF ANY OF THESE ITEMS.

PER SPEC SECTION 260533 THE FOLLOWING CONDUITS ARE ALLOWED GRC, ARC, IMC, PVC, EMT, FLEX, ENT, RNC, AND LFNC MC AND ROMEX ARE NOT ALLOWED.

CONFORMED SET

O NA

DING

SUBMITTALS / REVISIONS

04/21/23 ADDENDUM 3 09/19/24 VE Conformed Set

NO DATE DESCRIPTION

LEGENDS -ELECTRICAL

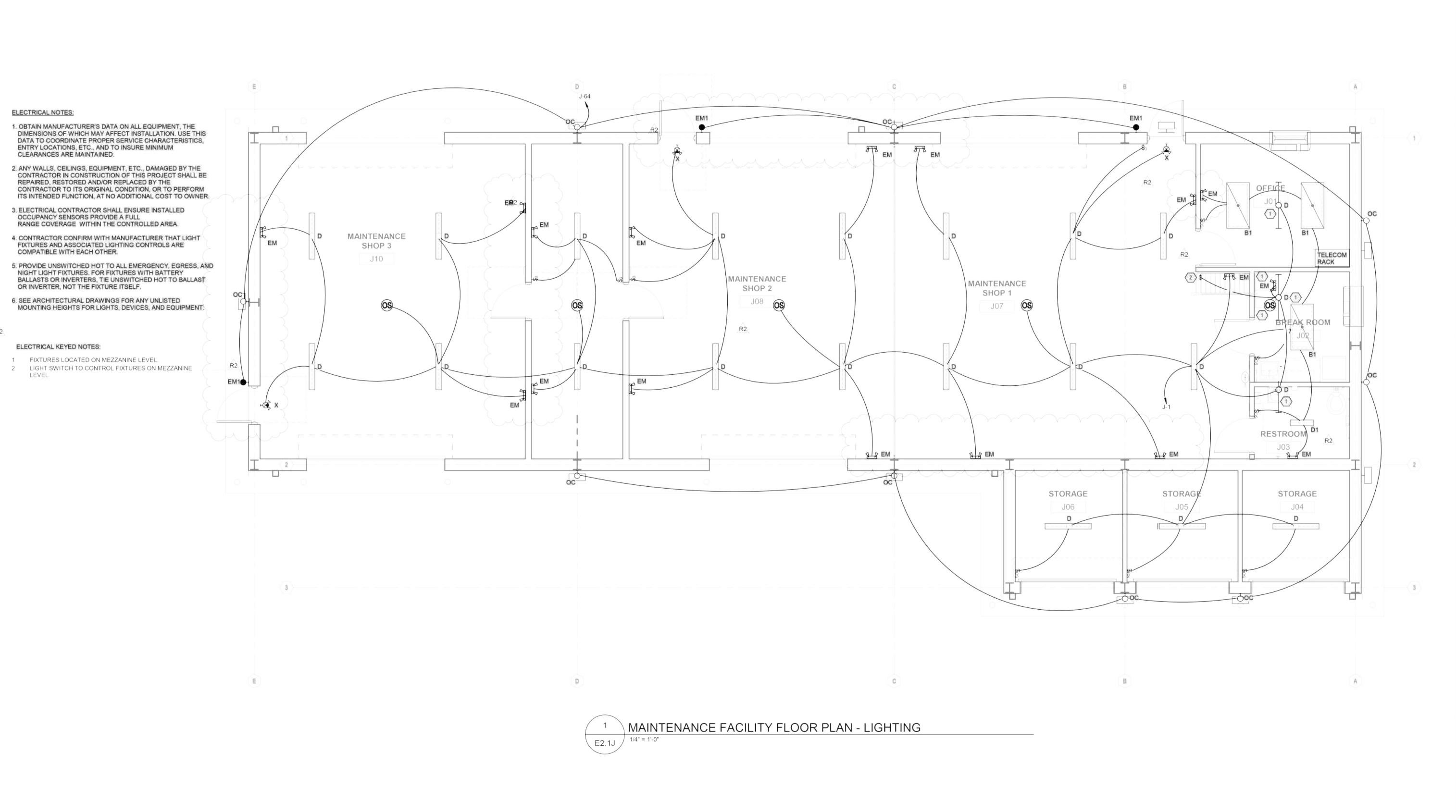
PROJECT NO.

22010 09/19/24 SAVANT DRAWN BY SCALE SSH Engineering, LLC CHECKED BY 12" = 1'-0" SWL SHEET NO. SHEET \_\_\_OF\_40 5064 Roswell Road, Suite D-301 Sandy Springs GA 30342 770.319.7400

Project 22140

COA#: PEF004211 EXPIRES: 6/30/2024

©2022





SUBMITTALS / REVISIONS NO DATE DESCRIPTION
R2 06/13/23 PERMIT REVISIONS

BUILDING

CONFORMED SET

3 09/19/24 VE Conformed Set

MAINTENANCE FACILTY FLOOR PLAN -LIGHTING

PROJECT NO. DATE
22010 09/19/24

DRAWN BY SCALE

SSH
CHECKED BY 1/4" = 1'-0"

SWL
SHEET NO. SHEET \_\_\_OF\_40

# Walton County The Grove

# Change Proposal #12 RFI #52- Building Exterior Waterproofing Membrane Rev #2

### **General Contractor:**

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



November 22, 2024

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

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

#### Change Proposal #12 – RFI #52 Exterior Skin Detail Revisions Rev 2

The below change proposal is for only the revisions made within RFI #52 to the exterior waterproofing membrane specifications for buildings C, E, F, G, and L to a self-sealing product. The below contains the product data from the waterproofing subcontractor. DP, please confirm this is acceptable.

Description	Qty	Unit	Unit Price	Total
Waterproofing	1	LS	\$31,800.00	\$31,800.00
Total Subcontractor Cost	1	LS		\$31,800.00
Payment & Performance Bond	0.597	%	\$189.95	\$189.95
General Liability Insurance	0.811%	%	\$257.90	\$257.90
Builders Risk Insurance	0.174%	%	\$55.33	\$55.33
RY Overhead and Profit	10	%	\$3,180.00	\$3,180.00
TOTAL				\$35,483.08

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at iarnold@reevesyoung.com

Sincerely,

Reeves Young, LLC

Isaiah Arnold

**Project Manager** 

doubt and

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

<b>Approval</b>	

Lose Design (Architect of Record)	Signature:	Date:
Ascension PM (Capital Project Manager	r) Signature: Thomas J. Prine	Date: 11.25.2024
Walton County	Signature:	Date:
Reeves Young	Signature:	Date:



October 23, 2024

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

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

#### Change Proposal #12 - RFI #52 Exterior Skin Detail Revisions Rev 1

The below change proposal is for the revisions made to the exterior skin details for buildings C, E, F, G, and L to correct the conflicting details for a uniform waterproof skin detail. The original design documents showed conflicting details regarding sheathing and furring penetrating air barrier at fiber cement siding and stone veneer locations. Please see below for further information.

#### **REVISION:**

The change proposal has been updated to reflect the additional cost incurred by the waterproofing sub. This cost reflects the additional catalking at the added Z channels and relief angles.

Description	Qty	Unit	Unit Price	Total
Z-Channel / PT Plywood	1	LS	\$68,175.95	\$68,175.95
Waterproofing	1	LS	\$47,050.00	\$47,050.00
Total Subcontractor Cost	1	LS		\$115,225.95
Payment & Performance Bond	0.597	%	\$687.90	\$687.90
General Liability Insurance	0.811%	%	\$934.48	\$934.48
Builders Risk Insurance	0.174%	%	\$200.49	\$200.49
RY Overhead and Profit	10	%	\$11,522.60	\$11,522.60
TOTAL				\$128,571.42

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at <u>iarnold@reevesyoung.com</u>.

doubt and		
Project Manager		
45 Peachtree Industrial Blvd, Sui Sugar Hill, GA 30518	WO 01/0 01/01/0 01 0 0 0 0 0	
Approval  Lose Design (Architect of Record)	Signature:	Date:
Ascension PM (Capital Project Manager)	Signature:	Date:
Walton County	Signature:	Date:
Reeves Young	Signature:	Date:

Sincerely, Reeves Young, LLC

Isaiah Arnold



October 14, 2024

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

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

#### Change Proposal #12 - RFI #52 Exterior Skin Detail Revisions

The below change proposal is for the revisions made to the exterior skin details for buildings C, E, F, G, and L to correct the conflicting details for a uniform waterproof skin detail. The original design documents showed conflicting details regarding sheathing and furring penetrating air barrier at fiber cement siding and stone veneer locations. Please see below for further information.

Description	Qty	Unit	Unit Price	Total
Z-Channel / PT Plywood	1	LS	\$68,175.95	\$68,175.95
Total Subcontractor Cost	1	LS		\$68,175.95
Payment & Performance Bond	0.597	%	\$407.01	\$407.01
General Liability Insurance	0.811%	%	\$552.91	\$552.91
Builders Risk Insurance	0.174%	%	\$118.63	\$118.63
RY Overhead and Profit	10	%	\$6,817.60	\$6,817.60
TOTAL				\$76,072.09

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at <a href="mailto:iarnold@reevesyoung.com">iarnold@reevesyoung.com</a>.

Sincerely,

Reeves Young, LLC

Isaiah Arnold

**Project Manager** 

doubt and

<u>Approval</u>	

Lose Design (Architect of Record)	Signature:	Date:
Ascension PM (Capital Project Manag	er) Signature:	Date:
Walton County	Signature:	
Reeves Young	Signature:	/ Date:



#### METRO WATERPROOFING, INC.

2935 Alcove Drive Scottdale, GA 30079 | Phone: 404-292-8013 www.metrowaterproofing.com



#### CHANGE PROPOSAL

Walton County Park – The Grove Loganville, GA Architect: Lose Design Plan Date: 05/17/2024

November 11, 2024

Reeves Young 45 Peachtree Industrial Blvd. NW Sugar Hill, GA 30518

Attn: Marco Donjuan jdonjuan@reevesyoung.com Ph: 404-430-1151

Re: Air Barrier upgrade

After review of the above stated project, Metro Waterproofing will supply all labor, equipment, and materials to perform the following:

#### Building C (Softball Concession)

Section 072726 Fluid Applied Membrane Air Barrier
---------------------------------------------------

Furnish and install Exo-Air 230 with Exo-Air 110 AT as flexible membrane flashing at rough openings:

Exterior cavity wall behind masonry/siding veneer. (2,115 SF)
 9,500.00

#### Building E (Restroom Building)

#### Section 072726 Fluid Applied Membrane Air Barrier

Furnish and install Exo-Air 230 with Exo-Air 110 AT as flexible membrane flashing at rough openings:

Exterior cavity wall behind masonry/siding veneer. (1,250 SF)
 Dampproofing Credit. (1,250 SF)
 Deduct
 5,650.00
 2,100.00>

Contract Add: \$ 3,550.00

#### Building F (Amphitheater)

#### Section 072726 Fluid Applied Membrane Air Barrier

Furnish and install Exo-Air 230 with Exo-Air 110 AT as flexible membrane flashing at rough openings:

Exterior cavity wall behind masonry/siding veneer. (2,690 SF)
 Dampproofing Credit. (2,690 SF)
 Deduct
 4,400.00>

. Dampproofing Credit. (2,690 SF) 

Contract Add: \$ 7,650.00

#### **Building G (Large Pavilion)**

#### Section 072726 Fluid Applied Membrane Air Barrier

Furnish and install Exo-Air 230 with Exo-Air 110 AT as flexible membrane flashing at rough openings:

Exterior cavity wall behind masonry/siding veneer. (2,300 SF)
 \$ 10,300.00

#### **Building L (Community Center)**

#### Section 072726 Fluid Applied Membrane Air Barrie

Furnish and install Exo-Air 230 with Exo-Air 110 AT as flexible membrane flashing at rough openings:

1. Exterior cavity wall behind masonry/siding veneer. (11,188 SF) \$ 50,250.00

2. Dampproofing Credit. (11,188 SF)

<Deduct \$ 18,450.00>
Contract Add: \$ 31,800.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written authorization and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workmen are fully covered by Workmen's Compensation Insurance.

METRO WATERPROOFING, INC.

Matthew Jewett
Project Manager

Acceptance of Proposal Date:

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#### **EXOAIR® 230**

#### Fluid-Applied, Synthetic Air and Vapor Permeable Membrane

#### **Product Description**

EXOAIR® 230 Fluid-Applied Synthetic Permeable Air Barrier Membrane is a monolithic, elastomeric membrane designed to be rolled or sprayed onto exterior above-grade wall assemblies to mitigate air infiltration/exfiltration and water penetration while remaining permeable to the passage of water vapor. It may also be used as a liquid-applied flashing, enabling the contractor to address both the membrane and flashing needs with a single material.

#### **Basic Uses**

EXOAIR® 230 is typically applied to exterior sheathing panels, concrete block, poured concrete or wood substrates as an air and vapor barrier material. EXOAIR® 230 can be used with EXOAIR 110, EXOAIR 110AT, EXOAIR 111, EXOAIR 230 (and mesh) or Dymonic 100 as liquid applied flashing to detail into the rough opening.

#### **Features and Benefits**

- EXOAIR 230 is a UV stable, seamless, monolithic membrane that creates a fully adhered air barrier when properly installed.
- The ability to roller or spray apply the material affords the contractor the ability to accelerate installation times compared to traditional selfadhered membrane systems.
- The high performance properties of the EXOAIR 230 membrane retard the migration of air and bulk water but allow water vapor to pass through the membrane. As a result, vapor permeable systems like EXOAIR 230 allow for more flexibility in the placement of the air barrier membrane in the wall design.
- EXOAIR 230 is formulated for UV resistance providing the flexibility to install rainscreen systems with open joints or to allow the membrane to be exposed longer during the construction process.
- EXOAIR 230 can be custom colored to meet all of your design needs.
- EXOAIR 230 is specifically formulated for design options requiring assemblies that have been evaluated for NFPA 285.

#### **Availability**

EXOAIR® 230 is immediately available from your local Tremco Sales Representative or Distributor. For Distributor locations, visit www.tremcosealants.com

#### **Coverage Rates**

Exterior Sheathing: Minimum 48 wet mils (25 dry mils); 33 ft $^2$ /gal (3.07 M $^2$ /US gal)

Porous Substrates: Minimum 70 wet mils (35 dry mils); 23 ft²/gal (2.13 M²/US gal)

#### **Packaging**

5-gal (19-L) pails 52-gal (197-L) drums

#### **Colors**

Standard color: Limestone; Custom colors available upon request.

#### **Storage**

Store EXOAIR® 230 in original, undamaged packages in a clean, dry, protected location with temperatures 40 to 100 °F (5 to 37 °C).

#### **Shelf Life**

1 year when stored in accordance with storage instructions

#### **Applicable Standards**

EXOAIR® 230 has been tested to the following industry standards for air barriers:

- AATCC 127-2008 Water Resistance: Hydrostatic Pressure Test
- ASTM C1305 Standard Test Method for Crack Bridging Ability of Liquid-Applied Waterproofing Membrane
- ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension
- ASTM D1970 Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
- ASTM D4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
- ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials
- ASTM E331 Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
- ASTM E2178 Standard Test Method for Air Permeance of Building Materials
- ASTM E2357 Standard Test Methods for Determining Air Leakage of Air Barrier Assemblies
- NFPA 285 Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Non-Load-Bearing Wall Assemblies Containing Combustible Components

#### **Fire Rated Systems**

EXOAIR® 230 has been tested in assemblies according to NFPA 285 Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Non-Load-Bearing Wall Assemblies Containing Combustible Components. All of the NFPA 285 UL listed assemblies using Tremco materials can be found using the technical bulletin: ASHRA 90.1 & NFPA 285: Defining & Specifying to Meet IECC & IBC or utilizing the following link: http://database.ul.com/cqi-

bin/XYV/template/LISEXT/1FRAME/showpage.html?name=FWFX.R27656 &ccnshorttitle=Exterior+Wall+System+Components&objid=1082999775&cf gid=1073741824&version=versionless&parent\_id=1082761881&sequence =1

For NFPA 285 engineering judgment requests please go to www.tremcosealants.com/NFPA 285 Engineering Judgment Request, or contact Tremco Technical Service at 866-209-2404.

#### Limitations

- No more than 12 months of UV exposure before façade installation. If membrane is exposed for a period exceeding 12 months, contact Tremco Technical Service for additional recommendations at 866-209-2404, or visit the Technical Resources area of our website at www.tremcosealants.com and "Ask the Expert."
- Do not apply to damp, contaminated or frost-covered surfaces.
- Not to be used as a permanently exposed surface. Contact your local Tremco Sales Representative for project specific requirements.
- · Membrane shall be protected from rain and washout prior to drying.

#### **EXOAIR® 230**

Fluid-Applied, Synthetic Air and Vapor Permeable Membrane

- When applying to surfaces below 40 °F (5 °C), please refer to the Technical Bulletin- Cold Temperature Recommendations for Air Barrier Applications at www.tremcosealants.com or contact Tremco Technical Service at 886-209-2404.
- EXOAIR® 230 is not to be applied directly to fireproofing materials.
   Contact Tremco Technical Service at www.tremcosealants.com for alternative recommendations.
- Keep product from freezing prior to being applied to the substrate. It is best to store EXOAIR® 230 off the floor at an ambient temperature above 50 °F (10 °C).

#### **Warranty**

Tremco warrants its Products to be free of defects in materials but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied, including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE with respect to Tremco Products. Tremco's sole obligation shall be, at its option, to replace or to refund the purchase price of the quantity of Tremco Products proven to be defective, and Tremco shall not be liable for any loss or damage.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.

TYPICAL PHYSICAL PROPERTIES											
PROPERTY	DESCRIPTION										
Туре	Synthetic Acrylic										
Color	Limestone; Custom colors available upon request										
Solids	0.53										
Application	Spray/Roller										
Thickness	Exterior Sheathing: Minimum 48 mils (wet), 25 mils (dry); Porous Substrates: Minimum 70 mils (wet), 35 mils (dry)										
Storage Temperature	40 to 100 °F (5 to 37 °C)										
Cure Time	16 to 24 hr at 75 °F (24 °C), 50% RH										
Application Temperature	Above 40 °F (5 °C) and rising. If installing below 40 Bulletin or contact Tremco Technical Service at 860	0 °F (5 °C), please refer to Cold Weather Air Barrier Installation Technical 6-209-2404.									
Service Temperature	Intermittent Exposure up to 240 °F (115 °C)										
PROPERTY	TEST METHOD	TYPICAL VALUES									
Maximum V.O.C.	Method 310	35 g/L									
Hydrostatic Head	AATCC – 127	Pass (5 hours)									
Crack Bridging	ASTM C1305	Pass									
Elongation	ASTM D412 Die C	900%									
Tensile Strength	ASTM D412 DIE C	121 psi									
Water Immersion	ASTM D870	Pass									
Pliability, 180°, 1" (25 mm) mandrel (Low Temperature Flex)	ASTM D1970 – Section 7.6	Pass									
Nail Sealability	ASTM D1970 – Section 7.9	Pass									
Adhesion	ASTM D4541	Concrete: 38 psi Exterior Sheathing: 20 psi									
Antifungal	ASTM D5590	Pass									
Flame Spread	E84	10									
Smoke Development	L0 <del>1</del>	25									
Water Vapor Permeance	ASTM E96 Dry Cup ASTM E96 Wet Cup	1.44 US Perms 11.71 US Perms									
Water Penetration	ASTM E331	Passed at 15 lb/ft² (718 Pa); Passed at 6.27 lb/ft² (300 Pa) for 2 hours									
Air Leakage of material	ASTM E2178; Free Film Method @ 75 Pa ASTM E2178; Free Film Method @ 300 Pa	0.00158 cfm/ft² (0.00805 L/(s•m²)) 0.00435 cfm/ft² (0.02211 L/(s•m²))									
Air Leakage of assembly	ASTM E2357	(0.003 cfm/ft² @ 1.56 lb/ft² (0.013 L/(s•m²) @ (75 Pa))									
Fire Resistance of Assembly	NFPA 285	Pass									

<sup>\*</sup>All product testing performed at 35 dry mils.

#### 0617/EXOA230DS-AB



Tremco Commercial Sealants & Waterproofing										
3735 Green Rd	1451 Jacobson Ave	220 Wicksteed Ave	1445 Rue de Coulomb							
Beachwood OH 44122	Ashland OH 44805	Toronto ON M4H1G7	Boucherville QC J4B 7L8							
216.292.5000 / 800.321.7906	419.289.2050 / 800.321.6357	416.421.3300 / 800.363.3213	514.521.9555							



#### **CERTIFICATION LETTER**

We certify that ExoAir 230 has been tested against the following ASTM Standards and does conform to the specification requirements.

#### TYPICAL PHYSICAL PROPERTIES

Property	Description

Type UV Resistant acrylic

Color Limestone Solids 50%

Application Roller

Tack Free Time 30-60 minutes (at 77°F (25°C) at 50% RH)

Cure Time 18 hours (at 77°F (25°C) at 50% RH)

Thickness Minimum 70 mils (wet)

Minimum 35 mils (dry)

Coverage 23 sqft/gal

Antifungal Contains an antifungal additive

Property	Test Method	Typical Values					
Water Vapor Permeance	ASTM E96, Wet Cup	11.71 perms					
Air Leakage of Air Barrier Assemblies	ASTM E2357	Pass					
Flame Spread	ASTM E84	10					
Smoke Develop	ASTM E84	25					
Elongation	ASTM D412	630%					
Nail Sealability	ASTM D1970, Section 7.9	Passed					
V.O.C. Content	EPA Method 310	37 grams/liter					
Low Temperature Flexibility &	ASTM C836	Pass @ -20°F (-29°C)					
Crack Bridging							
Water Immersion	ASTM D870	Pass					
UV Resistance	QUV-B	Passes 168 daily cycles UV &					
		water spray with no observable deterioration					



Sustainable Building Solutions

Rev. 03/09/11

Item 10.4.

# REEVES YOUNG

#### Request for Information

Detailed with Comments and Links

052

24104 - Walton County The Grove (24104-)

1089 Highway 81 Loganville, GA 30052

052 - Mockup - Exterior Envelope

Subject Status

Mockup - Exterior Envelope

Open 🛑

Discipline Importance
Architectural Normal

Location

Created On

**Due Date**9/19/2024

Date Resolved
11/21/2024

9/12/2024

11/21/2024

AuthorResolved ByJose ValerioBarbara CanutoReeves Young, LLCLose Design

QUESTION Jose Valerio on 9/13/2024 09:04 AM

Design Professional,

During the OAC meeting on 9/11, Aaron conducted an inspection of the mockup. RY raised concerns to Aaron about the exterior envelope system not being watertight due to penetrations through the waterproofing membrane and into the CMU block (current design shown on the drawings). Additionally, the specified 1/2" OSB sheathing is not pressure-treated, and a water resistant material should be required. For Building L, the plans call for Z-clips with insulation in between and 1/2" OSB sheathing on top. RY recommends that Z-clips be installed from the top of the wall to the bottom, where the stone veneer is located, and a pressure-treated sheathing or a waterproofing application for the sheathing with insulation in between to be used. This approach would create a more watertight system and could be used at all buildings.

Please share your thoughts and comments on this recommendation or if you believe there is an alternative approach

COMMENT Barbara Canuto on 9/16/2024 08:54 AM

Jose,

Thank you for the feedback from the OAC meeting. After reviewing RY's recommendations and the current design, I agree with the suggested approach to improve the waterproofing and thermal performance of the exterior envelope system. As outlined in the plans for Building L, I approve using 1/2" exterior wall sheathing over metal Z-clips with 1 1/2" rigid insulation. This solution will provide the necessary support and water resistance for the envelope system. As recommended by RY, the Z-clips must be installed from the top of the wall to the bottom where the stone veneer is located. Additionally, we need to ensure that the penetrations through the waterproofing membrane are properly sealed to maintain a watertight system. The waterproofing application to the sheathing is the most practical and cost-effective solution and that should address all concerns related to watertightness and insulation, ensuring long-term durability for Building L and other buildings.

Please proceed with these changes and let me know if there are any further questions or details to review.

Thanks,		
Barbara	 	

 ProjectSight
 Printed on: 11/25/2024
 Page 1 of 6

24104 - Walton County The Grove (24104-)

1089 Highway 81 Loganville, GA 30052

052 - Mockup - Exterior Envelope

COMMENT Jose Valerio on 9/17/2024 10:10 AM

Barbara,

Could you please provide an updated detail that includes the horizontal spacing of the Z-clips, waterproofing over the CMU and sheathing, as well as necessary flashing? This will allow us to share with our subcontractors and avoid any misunderstandings.

Thank you,

COMMENT Isaiah Arnold on 9/18/2024 12:13 PM

Barbara,

To add to Jose's request and clarify from RY's perspective: RY presented the constructed mockup as detailed in the contract documents and noted that this would not be feasible from a water intrusion perspective. 1. Because the OSB board shown behind the stone veneer did not show waterproofing, this would likely result in the OSB warping over time. 2. The 1x4 furring at building C for the hardie siding will present an issue with regards to waterproofing. The waterproofing currently shown is not self sealing and will present an issue when the furring strips are fastened as the air barrier will not self seal.

RY recommendations are a suggestion based on past experience for the design team to consider when revising their design. We need a revised detail to proceed.

Thank you,

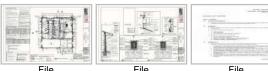
COMMENT Barbara Canuto on 9/19/2024 01:05 PM

Isaiah and Jose,

Please find attached the wall section detail for Building C's exterior envelope system. We must have the 1/2" sheathing over the 1 1/2" rigid insulation and metal Z-clips as shown for the Building L system. As indicated in specification 061600, the sheathing must be pressure-treated for long-term durability for Building L and other buildings.

Please let me know if any other clarifications are necessary.

#### Thanks, Barbara



010\_WALNUT-GRO\ 010\_WALNUT-GRO\ 2010\_061600\_Shea.
Barbara Canuto Barbara Canuto Barbara Canuto

COMMENT Isaiah Arnold on 9/23/2024 08:17 AM

Barbara,

As discussed, please update the revised detail to clarify the material behind the stone veneer. Currently, the detail clarifies the material behind the hardie skin but not for the stone veneer.

Thank yo	ou,														
		 	 	 	 	 	 	:	 						

 ProjectSight
 Printed on: 11/25/2024
 Page 2 of 6

24104 - Walton County The Grove (24104-)

1089 Highway 81 Loganville, GA 30052

052 - Mockup - Exterior Envelope

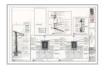
COMMENT Barbara Canuto on 9/23/2024 10:44 AM

Isaiah,

Please find the attached drawings. The material behind the stone veneer should include the metal lath and fasteners, along with 1/2" exterior wall sheathing over 1 1/2" rigid insulation and metal Z-clips, as detailed on sheets A4.01C and A4.02C.

Let me know if you need anything else.

Thank you, Barbara



010\_WALNUT-GRO\ Barbara Canuto

Item 10.4.

24104 - Walton County The Grove (24104-)

1089 Highway 81 Loganville, GA 30052

#### 052 - Mockup - Exterior Envelope

COMMENT Isaiah Arnold on 10/2/2024 02:29 PM

Design Professional,

Please update the exterior skin details for the following buildings to match the skin details described/updated above.

#### Building C:

- Detail 1/A4.20C shows fiber cement over batten on existing wall sheathing over rigid.

#### Building L:

Detail 1/4.20L shows fiber cement and battens.

Detail 1&2/A5.01L shows battens as well as z-clips.

Detail 2&3/A5.02L calls for battens over rigid insulation.

Details 1,2, &3/A5.03L calls for fiber cement over 1/2" exterior sheathing over 1-1/2" insulation.

Detail 1/A5.04L still calls for battens when we have z-clips and sheathing.

Detail 2/A5.04L shows 1/2" exterior wall sheathing over 1x4 vertical furring, fiber cement boards and batten panels

Detail 3/A5.04L calls for battens when sheathing over z-clips is shown.

Detail 1A5.05L calls for battens

#### Building E:

- All details show fiber cement and batten panels. Additionally, for stone veneer, it is shown as CMU with air barrier, metal lath and fasteners, then stone veneer. Would this not present the same issue of penetrating the air barrier resulting in the need for adding z-clips and sheathing for the metal lath to adhere to? If this is needed, would the cast stone need to be revised? Please advise.

#### Building F:

- Numerous details still show fiber cement and battens or show fiber cement and battens over sheathing. Please revise sheets per previous response.

#### Building G:

- Numerous details still show fiber cement and battens and z-clips are not shown behind sheathing at stone veneer. Please revise per previous response.

Thank you,			
Building F:	 	 	 

 ProjectSight
 Printed on: 11/25/2024
 Page 4 of 6

1089 Highway 81 Loganville, GA 30052

#### 052 - Mockup - Exterior Envelope

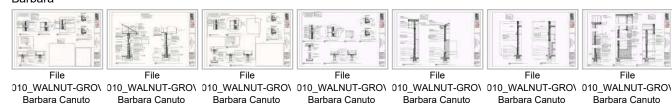
#### COMMENT Barbara Canuto on 10/7/2024 03:24 PM

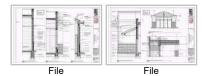
Isaiah,

Please see attached revised wall sections and details for the Buildings C, L, and E. I'll send the revised plans for Buildings F and G tomorrow.

Let me know if you have any questions.

#### Thank you, Barbara





010\_WALNUT-GRO\ 010\_WALNUT-GRO\ Barbara Canuto Barbara Canuto

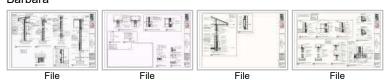
#### COMMENT Barbara Canuto on 10/8/2024 11:47 AM

Isaiah,

Please see the attached revised wall sections and details for Buildings F and G.

Let me know if you have any questions.

#### Thank you, Barbara



D10\_WALNUT-GRO\ D10\_WALNUT-GRO\ D10\_WALNUT-GRO\ D10\_WALNUT-GRO\ Barbara Canuto Barbara Canuto Barbara Canuto

#### ADDED LINKS Landon Parks on 10/11/2024 08:39 AM



Drawing A5.01L

1089 Highway 81 Loganville, GA 30052

052 - Mockup - Exterior Envelope

COMMENT Barbara Canuto on 11/11/2024 01:12 PM (Edited by Isaiah Arnold on 11/25/2024 03:21 PM)

Isaiah,

Please see attached RFI document with my response and revised Membrane Air Barrier specifications.

#### Thank you,

#### Barbara



RFI 052 - Mockup ... 22010\_072726\_Flui..
Barbara Canuto Barbara Canuto

ANSWER Barbara Canuto on 11/21/2024 04:30 PM (Promoted by Isaiah Arnold on 11/25/2024 03:21 PM)

Isaiah,

As requested, please see attached typical wall section detail for the Buildings' Exterior Wall Assembly for the Grove. Revised spec section was sent in the previous attachment.

#### Thank you, Barbara



File
010\_WALNUT-GRO\
Barbara Canuto

#### **ASSIGNMENTS**

Aaron St Pierre (Lose Design) Due On 9/19/2024

Barbara Canuto (Lose Design) Due On 9/19/2024

Macon Chapman (Lose Design) Due On 9/19/2024

#### SHEATHING – SECTION 06 16 00 Page 1 of 1

#### **SECTION 06 16 00 - SHEATHING**

#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY:

- A. Scope: Provide all the labor, materials, equipment, and services required to furnish and install the sheathing.
- B. This Section includes the following:
  - 1. Wall sheathing.
  - 2. Roof sheathing.
  - 3. Sheathing joint-and-penetration treatment.
- C. Related Sections include the following:
  - 1. Division 06 Section "General Carpentry".
  - 2. Division 06 Section "Millwork".
  - 3. Division 07 Section "Standing Seam Metal Roof Panels".
  - 4. Division 07 Section "Sheet Metal Flashing and Trim".
  - 5. Division 09 Section "Gypsum Board".

#### 1.3 SUBMITTALS:

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
  - 3. For fire-retardant treatments specified to be High-Temperature (HT) type, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516.
  - 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
  - Include copies of warranties from chemical treatment manufacturers for each type of treatment.

#### SHEATHING – SECTION 06 16 00 Page 2 of 2

- 6. For building wrap, include data on air-/moisture-infiltration protection based on testing according to referenced standards.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
  - 1. Preservative-treated plywood.
  - 2. Fire-retardant-treated plywood.
  - 3. Foam-plastic sheathing.
  - 4. Building wrap.

#### 1.4 QUALITY ASSURANCE:

A. Testing Agency Qualifications: For testing agency providing classification marking for fireretardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

#### 1.5 DELIVERY, STORAGE, AND HANDLING:

A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

#### **PART 2 - PRODUCTS**

#### 2.1 WOOD PANEL PRODUCTS, GENERAL:

- A. Plywood: DOC PS 1
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated in drawings.
- C. Factory mark panels to indicate compliance with applicable standard.
- D. Identify each panel with appropriate grade APA trademark and shall meet the requirements of the latest edition of US Product Standard PSI or one of the APA's performance standards.
- E. All plywood which has an edge or surface permanently exposed to the weather shall be classed Exterior.

#### 2.2 PRESERVATIVE-TREATED PLYWOOD:

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
  - Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

#### SHEATHING – SECTION 06 16 00 Page 3 of 3

- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Plywood in contact with earth, masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

#### 2.3 WALL SHEATHING:

- A. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. CertainTeed Corporation; GlasRoc.
    - b. G-P Gypsum Corporation; Dens-Glass Gold.
    - c. Temple-Inland Inc.; GreenGlass
    - d. United States Gypsum Co.; Securock.
  - 2. Type and Thickness: Regular, 1/2 inch thick.
  - 3. Size: [48 by 96 inches] [48 by 108 inches] [48 by 120 inches] for vertical installation.

#### 5.1 WALL AND CEILING PANELS:

- A. APA rated A-C EXT
  - 1. "A" face exposed for painting or staining.
  - 2. Thickness: as indicated in drawings.
- B. Fiber Cement Board Sheathing: See Division 07 Section "Mineral Fiber Cement Board".

#### 5.2 SOFFIT PANELS:

- A. APA rated, exterior, southern yellow pine, plywood soffit panels
  - 1. Type: T1-11 with groove spacing 4-inch O.C. (Basis of Design: Plytanium plywood exterior panels as manufactured by Georgia-Pacific Wood Products).
  - 2. Thickness: As indicated in drawings.
  - 3. Finish: Rough Sawn for stain (as selected by architect from manufacture's full range of colors).
- B. Fiber Cement Board Sheathing: See Division 07 Section "Mineral Fiber Cement Board".

#### 5.3 ROOF SHEATHING:

- A. Plywood Roof Sheathing: Exposure 1 sheathing, APA rated
  - 1. Span Rating: Not less than 24/0.
  - 2. APA rated sheathing EXP 1 or 2 as indicated in drawings.
  - 3. Nominal Thickness: As indicated in drawings.

#### SHEATHING – SECTION 06 16 00 Page 4 of 4

#### 5.4 FASTENERS:

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  - Where roof sheathing is exposed to weather or in ground contact, of Type 304 stainless steel.
  - 2. For wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.
  - For wall and roof sheathing panels, provide screws with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening Wood Structural Panels to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing board to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
  - For steel framing less than 0.0329-inch thick, attach sheathing to comply with ASTM C 1002.
  - 2. For steel framing from 0.033 to 0.112-inch thick, attach sheathing to comply with ASTM C 954.
- G. Screws for Fastening Oriented-Strand-Board-Surfaced, Polyisocyanurate-Foam Sheathing to Metal Roof Deck: Steel drill screws, in type and length recommended by sheathing manufacturer for thickness of sheathing board to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117. Provide washers or plates if recommended by sheathing manufacturer.

#### 5.5 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS:

A. Sheathing Tape for Glass-Mat Gypsum Sheathing Board: Self-adhering glass-fiber tape, minimum 2 inches wide, 10 by 10 or 10 by 20 threads/inch of type recommended by sheathing and tape manufacturers for use with silicone emulsion sealant in sealing joints in glass-mat gypsum sheathing board and with a history of successful in-service use.

#### 5.6 MISCELLANEOUS MATERIALS:

A. Adhesives for Field Gluing Panels to Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

#### SHEATHING – SECTION 06 16 00 Page 5 of 5

1. Use adhesives that have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

#### **PART 6 - EXECUTION**

#### 6.1 INSTALLATION, GENERAL:

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
  - 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's "Uniform Building Code."
  - 4. Table 2305.2, "Fastening Schedule," in BOCA's "BOCA National Building Code."
  - 5. Table 2306.1, "Fastening Schedule," in SBCCI's "Standard Building Code."
  - 6. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2),
  - 7. "Alternate Attachments," in ICC's "International Residential Code for One and Two-Family Dwellings."
  - 8. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's "International One and Two-Family Dwelling Code."
- D. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

#### 6.2 WOOD STRUCTURAL PANEL INSTALLATION:

- A. General: Comply with applicable recommendations in APA Form No. E30S, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Wall Sheathing:

#### SHEATHING – SECTION 06 16 00 Page 6 of 6

- a. Nail to wood framing.
- b. Screw to cold-formed metal framing.
- c. Space panels 1/8-inch apart at edges and ends.
- 2. Roof Sheathing:
  - a. As indicated in Structural Drawings.

#### 6.3 PROTECTION:

A. Paper-Surfaced Gypsum Sheathing: Protect sheathing by covering exposed exterior surface of sheathing with weather-resistant sheathing paper securely fastened to framing. Apply covering immediately after sheathing is installed.

**END OF SECTION 06 16 00** 

### FLUID APPLIED MEMBRANE AIR BARRIERS – SECTION 07 27 26 Page 1 of 8

#### SECTION 07 27 26 - FLUID APPLIED MEMBRANE AIR BARRIERS

#### **PART 1 - GENERAL**

#### 1.01. GENERAL REQUIREMENTS:

- A. The General Conditions, Supplementary Conditions, Instructions to Bidders, and Division 01-General Requirements shall be read in conjunction with and govern this section.
- B. Read this Specification as a whole by all parties concerned. Each Section may contain more or less than the complete Work of any trade. The Contractor is solely responsible to make clear to the installing Subcontractor the extent of their Work.

#### 1.02. SUMMARY:

- A. This Section includes requirements for supplying labor, materials, tools, and equipment to complete the Work as shown on the Drawings Architectural Division as specified herein including, but not limited to, the following:
  - 1. Fluid Applied Vapor Permeable Air Barrier
  - 2. Flashings
  - 3. Flashing Primer
  - 4. Sealant
  - 5. Thru-wall Flashing

#### 1.03. RELATED REQUIREMENTS:

- A. DIVISION 04 Masonry Section 04 20 00 Unit Masonry
- B. DIVISION 06 Wood, Plastics, and Composites Section 06 16 00 Sheathing
- C. DIVISION 07 Thermal and Moisture Protection Section 07 21 00 Thermal Insulation
- D. DIVISION 07 Thermal and Moisture Protection Section 07 62 00 Sheet Metal
- E. Flashing and Trim
- F. DIVISION 07 Thermal and Moisture Protection Section 07 92 00 Joint Sealants
- G. DIVISION 08 Openings Section 08 41 13 Aluminum Entrances & Storefronts

#### 1.04. REFERENCES:

#### FLUID APPLIED MEMBRANE AIR BARRIERS – SECTION 07 27 26 Page 2 of 8

- A. American Society for Testing and Materials (ASTM):
  - ASTM D412, Standard Test Method for Vulcanized Rubber and Thermoplastic Elastomers - Tension
  - 2. ASTM D2243, Standard Test Method for Freeze-Thaw Resistance of Water-Borne Coatings
  - ASTM E84, Standard Test Method for Surface Burning Characteristics of Building Materials
  - 4. ASTM E96, Standard Test Methods for Water Vapor Transmission of Materials
  - ASTM E2112, Standard Practice for Installation of Exterior Windows, Doors and Skylights
  - 6. ASTM E2178, Standard Test Method for Air Permeance of Building Materials
  - ASTM E2357, Standard Test Method for Determining Air Leakage of Air Barrier Assemblies
- B. National Fire and Protection Agency (NFPA):
  - NFPA 285, Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Non-Load-Bearing Wall Assemblies Containing Combustible Components

#### 1.05. ADMINISTRATIVE REQUIREMENTS:

- A. Pre-installation meetings:
  - 1. When required, and with prior notice, an Air Barrier Manufacturer representative will meet with the necessary parties at the jobsite to review and discuss project conditions as it relates to the integrity of the assembly.

#### 1.06. SUBMITTALS:

- A. Submittals:
  - 1. Product Data:
    - a. Air Barrier Manufacturer's guide specification
    - b. Air Barrier Manufacturer's technical data sheets
    - c. Air Barrier Manufacturer's details
  - Certificates:
    - a. Product certification that the assembly components are supplied and warranted by single source Air Barrier Manufacturer Tests and Evaluation Reports:
    - b. NFPA 285 wall assembly compliance:
      - Air Barrier Manufacturer statement that anticipated wall assembly complies with NFPA 285
  - Sample warranty as specified.

#### FLUID APPLIED MEMBRANE AIR BARRIERS – SECTION 07 27 26 Page 3 of 8

#### 1.07. QUALITY ASSURANCE:

#### A. Single Source Responsibility:

- 1. Obtain air barrier, flashings, sealants, and primers from a single Air Barrier Manufacturer regularly engaged in the manufacturing and supply of the specified products.
- 2. Verify product compliance with federal, state, and local regulations.

#### B. Manufacturer Qualifications:

1. Air Barrier Manufacturer must not issue warranties for terms longer than they have been manufacturing and supplying specified products for similar scope of Work.

#### C. Installer Qualifications:

- Perform Work in accordance with Air Barrier Manufacturer published literature and as specified in this section.
- 2. Maintain one (1) copy of Air Barrier Manufacturer's installation instructions on site.
- 3. Allow the Air Barrier Manufacturer representative site access during installation.
- Contact the Air Barrier Manufacturer a minimum of two weeks prior to scheduling a meeting.

#### 1.08. MOCK-UPS:

#### A. Mock-ups:

1. Where directed by architect, construct mock-ups to verify selections made under submittals and to set quality standards for materials and execution in accordance with project specifications.

#### 1.9. DELIVERY, STORAGE, AND HANDLING:

#### A. Delivery of Materials:

 Deliver materials to the jobsite in undamaged and clearly marked containers and/or wrapping indicating the name of the Air Barrier Manufacturer and product.

#### B. Storage of Materials:

- Store materials as recommended by the Air Barrier Manufacturer and conform to applicable safety regulatory agencies. Refer to all applicable data including, but not limited to, Safety Data Sheets, Product Data sheets, product labels, and specific instructions for personal protection.
- 2. Keep solvents away from open flame or excessive heat.
- 3. Store rolled materials on end.

#### C. Handling:

#### FLUID APPLIED MEMBRANE AIR BARRIERS – SECTION 07 27 26 Page 4 of 8

Product requirements may vary. Refer to product specific Safety Data Sheet.

#### 1.10. SITE CONDITIONS:

- A. Environmental Requirements:
  - 1. Do not perform Work during rain.
  - Do not perform Work on frost covered or wet substrates; can be applied to damp surfaces.
  - 3. Product requirements may vary. Refer to product specific Technical Data Sheet.

#### B. Protection:

- 1. It is the responsibility of the installing Subcontractor to protect all surfaces not included in scope of Work from damage.
- 2. Protect top and backside of substrate walls against bulk water during and after application of air barrier.
- C. Complete preparation Work prior to installing the air barrier assembly.
- D. Ground electrical equipment during operations.

#### 1.11. WARRANTY:

- A. Manufacturer Material Warranty:
  - 1. Provide Air Barrier Manufacturer's standard 10-year material warranty.

#### **PART 2: PRODUCTS**

#### 2.01. MANUFACTURER:

- A. Basis of Design:
  - 1. W.R. Meadows 40-mil Self-Healing Spray Membrane (for self-sealing spray-applied air and water barrier applications)
- B. Acceptable Manufacturers:
  - 1. **Prosoco R-Guard Spray Wrap MVP** (self-sealing, spray-applied air and water barrier)
  - 2. Carlisle Barritech VP (fluid-applied, vapor-permeable air and water barrier)
  - 3. Henry Air Bloc All Weather STPE
  - 4. Dow Dowsil Defend Air 200
  - 5. GE Elemax 2600

#### 2.02. MATERIALS:

A. Fluid Applied Vapor Permeable Air Barrier (Basis of Design):

#### FLUID APPLIED MEMBRANE AIR BARRIERS – SECTION 07 27 26 Page 5 of 8

- 1. High-performance vapor-permeable air barrier, designed to provide continuous air and water resistance across wall assemblies, with a 40-mil self-healing film that re-seals around fasteners for enhanced durability and protection.
- 2. Basis of design: W.R. Meadows 40-mil Self-Healing Spray Membrane
  - a. Color: Black
  - b. Application Compatibility: Can be applied to damp surfaces for consistent adhesion.
  - c. Recommended Film Thickness: 40 mils WFT/DFT for robust, long-lasting protection
  - d. Solids Content: >98%
  - e. Application Temperature: 10 °F to 122 °F (-12 °C to +50 °C)
  - f. Service Temperature: -40 °F to +300 °F (-40 °C to +149 °C)
  - g. Rain ready within 30 minutes
  - h. Water Vapor Permeance: ASTM E96 Method B, with a rating of 19 perms at 40 mils.
  - i. Air Permeance:

Material (ASTM E2178): 0.003 cfm/ft2 (0.0147 L/s.m.2)

Air Leakage – Assembly (ASTM E2357): Pass

- k. Elongation (ASTM D412): 350%
- I. Tensile Strength (ASTM D412): 100 psi
- m. Nail Sealability (AAMA 711-07 (ASTM D1970 modified): Pass for reliable self-sealing performance.
- n. Water Resistance (AATCC TM127): Pass
- o. Surface Burning Characteristics (ASTM E84):
  - 1. Flame Spread Index: 20, Class A
  - 2. Smoke developed: 10, Class A
- p. Fire Testing (NFPA 285): Complies in various assemblies.
- q. UV Resistance:
  - 1. Accelerated Weathering (ASTM G154): >5000 hours.
  - 2. UV resistance during construction: 12 months
  - 3. Permanent UV exposure under open joint cladding
- r. VOC Content, max (EPA Method 24): 25g/L Method 24
- B. Auxiliary Materials
  - 1. Flashings:
    - a. Self-Adhered flashing:
      - 1. Non-vapor permeable, self-adhered water resistive air and vapor barrier consisting of an SBS rubberized asphalt compound:
        - a. Basis of Design Product: 40 Mil Air-Shield Thru-Wall Flashing
  - Sealants:
    - a. Moisture cure, medium modulus polymer modified sealing compound, having the following typical properties:

#### FLUID APPLIED MEMBRANE AIR BARRIERS – SECTION 07 27 26 Page 6 of 8

- 1. Basis of Design Product: Henry 925 BES Sealant
- 2. Complies with Fed. Spec. TT-S-00230C, Type II, Class A.
- 3. Complies with ASTM C920, Type S, Grade NS, Class 35.

#### 3. Thru-Wall Flashing:

- a. Non-vapor permeable, self-adhered water resistive air and vapor barrier consisting of an SBS rubberized asphalt compound:
- 1. Basis of Design Product: 40 Mil Air-Shield Thru-Wall Flashing

#### **PART 3: EXECUTION**

#### 3.01. EXAMINATION:

- A. It is the installing Subcontractor's responsibility to verify the substrate is in accordance with Air Barrier Manufacturer requirements and as specified in this Section prior to installation of air barrier. Commencement of the Work or any parts thereof, indicates installer acceptance of the substrate.
  - 1. Acceptable substrates include exterior-grade gypsum sheathing, plywood, OSB, precast or cast-in-place concrete, CMU, primed steel, aluminum mill finish, anodized aluminum, and galvanized metal.
  - Verify surfaces are sound, clean and free of frost, oil, grease, dirt, excess mortar or other contaminants.
  - 3. Provide a continuous and secure substrate.
  - 4. Drill fasteners into solid backing and set fastener penetrations flush with sheathing.
  - 5. Strike CMU mortar joints full and flush with block surface. Allow fresh CMU mortar joints to cure for a minimum of thirty-six (36) hours.
  - 6. Fill form tie holes/voids in poured concrete to be flush and smooth. Allow new concrete to cure a minimum of thirty-six (36) hours after forms are removed.
  - 7. Protect top and backside of substrate walls against bulk water during and after application of air barrier.
- B. Notify contractor in writing of any conditions that are not acceptable.
- C. Do not apply air barrier assembly components until substrate and environmental conditions are in accordance with Air Barrier Manufacturer's published literature.

#### 3.02. PREPARATION:

- A. Verify surfaces are in accordance with the product specific technical data sheet and as stated in this specification.
- B. Protection:
  - 1. Protect top and backside of substrate walls against bulk water during and after application of air barrier.

#### FLUID APPLIED MEMBRANE AIR BARRIERS – SECTION 07 27 26 Page 7 of 8

#### 3.03. INSTALLATION:

- A. Environmental Requirements:
  - 1. Do not perform Work during rain or inclement weather.
  - Do not perform Work on frost covered or wet substrates; can be applied to damp surfaces.
  - 3. Do not perform Work when ambient (air) and substrate temperatures are below 10 °F (12°C).
- B. Refer to Air Barrier Manufacturer detail drawings for installation procedures including, but not limited to, the following:
  - 1. Changes in substrate
  - 2. Control joints
  - 3. Crack treatment
  - 4. Inside corners
  - 5. Outside corners
  - 6. Penetrations
  - 7. Rough openings
  - 8. Sheathing Joints
- C. Moving Joints:
  - Contact Air Barrier Manufacturer.
- D. Contact Air Barrier Manufacturer to coordinate transition of air barrier to adjacent areas including, but not limited to, the following:
  - Roofing
  - 2. Waterproofing
  - 3. Fastener penetrations
- E. Thru-Wall Flashing:
  - 1. Coordinate with Section [project specific].
- F. Primary Air Barrier
  - Install air barrier assembly in accordance with Air Barrier Manufacturer product specific TDS, details, guide specification, and technical bulletins to create a monolithic air and watertight application without sags, runs or voids.
  - 2. Lap air barrier onto flashing (1) inch (2.5 cm) minimum.
  - Application Rate:
    - a. Wet film thickness (WFT): 40 mils
    - b. Dry film thickness (DFT): 40 mils

#### 3.04. FIELD QUALITY CONTROL:

A. Final Observation and Verification:

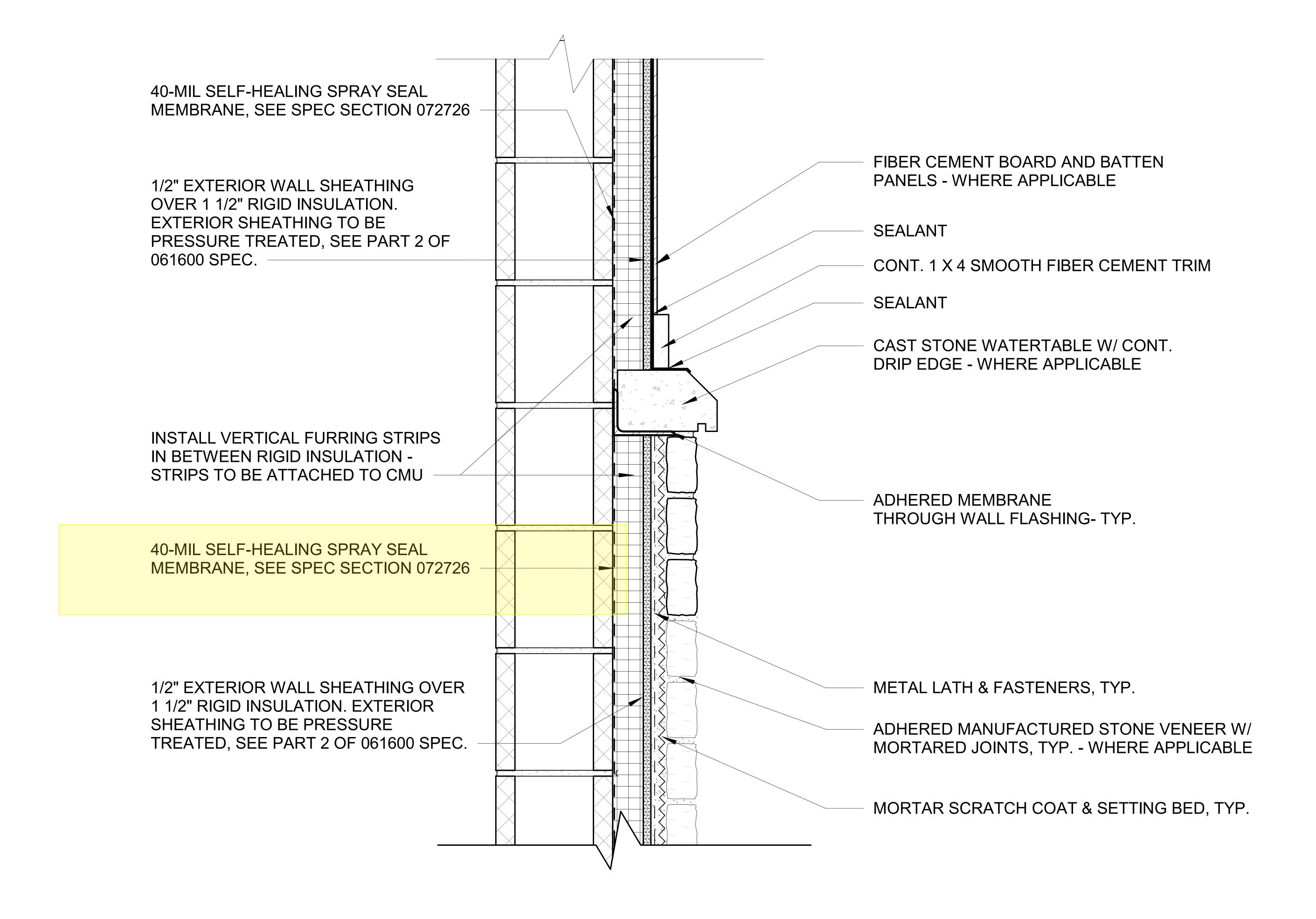
# FLUID APPLIED MEMBRANE AIR BARRIERS – SECTION 07 27 26 Page 8 of 8

1. Architect and Air Barrier Manufacturer to complete final observation of air barrier assembly as required by warranty.

#### 3.05. CLEANING:

- A. As the Work proceeds, and upon completion, promptly clean up and remove from the premises all rubbish and surplus materials resulting from the foregoing Work.
- B. Clean soiled surfaces, spatters, and damage to adjacent areas caused by Work of this Section.
- C. Check area to ensure cleanliness and remove debris, equipment, and excess material from the site.

**END OF SECTION 07 27 26** 



# Walton County The Grove

# Change Proposal #16 – Building J – Storage Room and Tools Closet Framing Change

## **General Contractor:**

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



November 13, 2024

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

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

Change Proposal #16 - Storage Room and Tools Closet Framing Change

The below change proposal is for the material no cost change proposal to replace the wood framing to CF metal framing for the interior walls at the Storage Rooms (J06, J05, & J04) and Tools Closet room (J09). Please see the breakdown and supporting documentation for your reference.

Description	Qty	Unit	Unit Price	Total
DELETE WOOD FRAMING	1	LS	(\$0)	(\$0)
ADD CF METAL FRAMING	1	LS	(\$0)	(\$0)
TOTAL CREDIT				(\$0)

If you have any questions or require any additional information, please do not hesitate to contact us at (470) 725-0022 or via email at <a href="mailto:iarnold@reevesyoung.com">iarnold@reevesyoung.com</a>.

Sincerely,

Reeves Young, LLC

Isaiah Arnold

**Project Manager** 

doubt and

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

770.271.1159 reevesyoung.com

Approval
----------

Ascension PM (Capital Project Manager) Signature: Thomas J. Prine Date: 11.14.2024

Walton County Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Item 10.5.

# REEVES YOUNG

#### Request for Information

Detailed with Comments and Links

24104 - Walton County The Grove (24104-)

1089 Highway 81 Loganville, GA 30052

114 - Building J - Storage Room and Tools Closet Room Framing Material Change

**Subject** Status

Building J - Storage Room and Tools Closet Room Framing Material Change

Open |

**Date Resolved** 

Discipline **Importance** Location

Architectural Normal Building J - Maintenance Facility **Due Date** 

11/7/2024 11/14/2024

**Author** Resolved By

Jose Valerio

**Created On** 

Reeves Young, LLC

QUESTION Jose Valerio on 11/7/2024 04:21 PM

Design Professional,

During the last OAC meeting on 10/23/24. RY discussed with Lose and Ascension if it was acceptable at Building J. to replace the wood framing to CF metal framing for the interior walls at the Storage Rooms (J06, J05, & J04) and Tools Closet room (J09). The material framing change would not implement any cost impacts and would allow us to completely enclose the structural beams above without having to box them out. Lose and Ascension had no exceptions to the change.

Please confirm this is acceptable. See the attached document for reference.



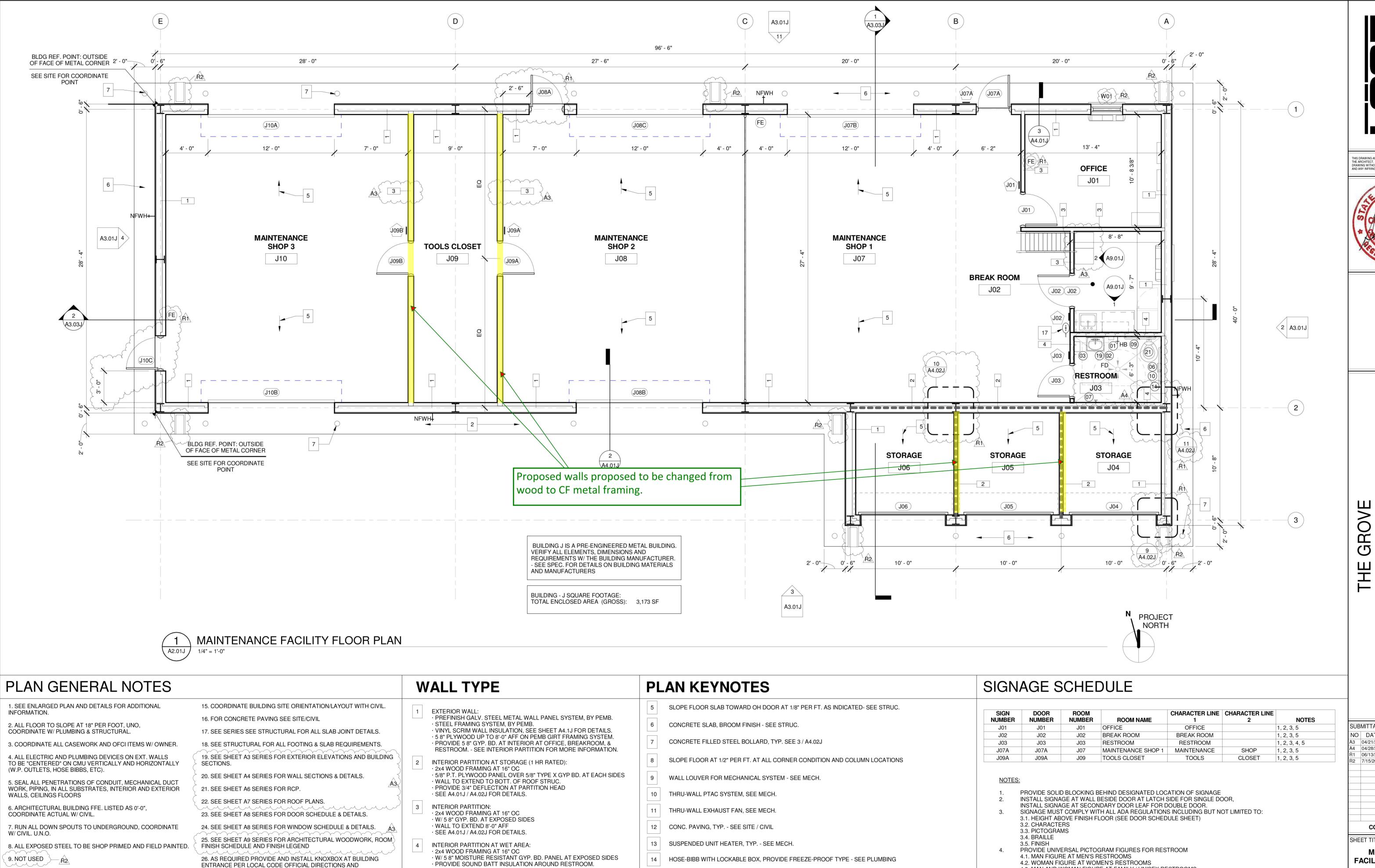
#### **ASSIGNMENTS**

Aaron St Pierre (Lose Design) Due On 11/14/2024

Barbara Canuto (Lose Design) Due On 11/14/2024

Macon Chapman (Lose Design) Due On 11/14/2024

Lose Design and Ascension agree to switch the fire-rated walls to metal stud framing instead of 2x4 wood, as this change would allow for complete enclosure of the structural beams above without requiring additional boxing. This change is approved as long as it does not result in any additional cost.



15 2" W X 1/2" H WITH MARBLE ADA TRANSITION THRESHOLD AT DOOR W/ 1/4" BEVELED EDGE

16 ROOF EDGE, TYP. - SEE ROOF PLAN

17 EMERGENCY EYE-WASH STATION - SEE PLUMB.

18 BASE CABINET W/ PLAS. LAM. FIN. & SINK - SEE A9.01J

19 TANKLESS WATER HEATER UNIT. PLACE ON A STAND. SEE MECH / PLUMB.

20 REDUCED PRESSURE BACKFLOW PREVENTION UNIT - SEE PLUMBING

21 ELECTRICAL PANELS, TERMINAL BOARDS AND CONTROLS - SEE ELECT.

· WALL TO EXTEND 8'-0" AFF

· SEE A4.01J / A4.02J FOR DETAILS.

\* WRAP CERAMIC TILE AROUND RESTROOM UP TO 6'-0"\*

1 HR U.L. WALL ASSEMBLY NO. U305, SEE SHEET A0.09J

REQUIREMENTS. MODEL OF KNOXBOX. TO BE APPROVED BY

LOCAL CODE OFFICIALS. KNOXBOX TO BE MODEL 3200 - 10 KEY

CAPACITY - COLOR BLACK. VERIFY INSTALLATION LOCATION W/

ARCH, RECESSED MOUNTED ON BUILDING WITH FLASHING TO

DRAIN. - PROVIDE BLOCKING BEHIND KNOXBOX AS REQUIRED

31. SEE A0.02J FOR RESTROOM ACCESSORIES & PLUMBING FIXTURES

FOR MOUNTING PER MANUFACTURER.

27. MAIN DISCONNECT, SEE ELECTRICAL

29. ELECTRICAL PANEL, SEE ELECTRICAL

LEGEND. SEE PLUMBING FOR FIXTURE SPEC.

28. KWH METER, SEE ELECTRICAL

10. INSTALL NECESSARY BLOCKING BEHIND DESIGNATED

12. CAULK ALL DOOR & WINDOW FRAMES AT THE JOINT

BETWEEN THE FRAME & THE ADJACENT SUBSTRATE.

FIXTURES, & BACKSLASH TO WALL TRANSITION JOINT.

TYPE FOR EXTERIOR LOCATION, SEE PLUMBING.

11. HOSE-BIBB WITH LOCKABLE BOX, PROVIDE FREEZE-PROOF

13. CAULK ALL JOINTS BETWEEN FIXED CASEWORK, PLUMBING

14. COORDINATE ANY EXPANSION/CONTROL/CONSTRUCTION

STRUC. FOR ANY DISCREPANCIES THAT OCCUR DURING THE

JOINTS WITH EXISTING CONSTRUCTION. VERIFY W/ ARCH. AND

LOCATION OF SIGNAGE.

CONSTRUCTION PHASE.

SUBMITTALS / REVISIONS

NO DATE DESCRIPTION

A3 04/21/2023 Addendum 3

A4 04/28/2023 Addendum 4

R1 06/13/2023 Permit Revisions

R2 7/15/2024 VE Changes

CONFORMED SET

SHEET TITLE

MAINTENANCE
FACILITY FLOOR PLAN

PROJECT NO. 22010

DRAWN BY SCALE

1/4" = 1'-0"

STAFF

CHECKED BY

SHEET NO.

4.3. MAN AND WOMAN FIGURE AT FAMILY / UNISEX RESTROOMS

PROVIDE ALL MANUFACTURER DRAWINGS FOR APPROVAL PRIOR TO INSTALL.

4.4. WHEELCHAIR / HANDICAP FIGURE AT ALL RESTROOMS

4.5. SHOWER SYMBOL AT ALL RESTROOMS WITH SHOWER

(J00)

SIGNAGE

SYMBOL

DING

 $\exists$ 

#### **Landon Parks**

From: Isaiah Arnold

Sent: Wednesday, November 13, 2024 2:02 PM

To: Landon Parks

**Cc:** Marco Donjuan; Jose Valerio **Subject:** FW: Building J Fire Rated walls

Landon,

Please draft Change Proposal #16 – Storage Room and Tools Closet Framing Change. This is a zero dollar change order to the owner.

Use RFI #114 and Aaron's email below as supporting documentation.

Thank you,

#### Isaiah Arnold

Project Manager

#### iarnold@reevesyoung.com | reevesyoung.com

T 770.271.1159 I M 470.725.0022

45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518



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From: Aaron StPierre <astpierre@lose.design> Sent: Wednesday, November 6, 2024 1:14 PM

To: Brantley Williams <a href="mailto:bwilliams@reevesyoung.com">bwilliams@reevesyoung.com</a>; Barbara Canuto <a href="mailto:bcanuto@lose.design">bcanuto@lose.design</a>

Cc: Isaiah Arnold <IArnold@reevesyoung.com>; Jacob Pulliam <jpulliam@reevesyoung.com>; Jose Valerio

<jvalerio@reevesyoung.com>; Marco Donjuan <MDonjuan@reevesyoung.com>

Subject: Re: Building J Fire Rated walls

Brantley,

I concur with that understanding.

Thanks, Aaron



Aaron St. Pierre, RLA, ASLA, CID

Vice President

#### Lose Design

We've Moved! Check out our new address-

p: 770-338-0017 m: 504-210-5667

a: 3237 Satellite Blvd., Suite 450

Duluth, GA 30096

w: www.lose.design e: astpierre@lose.design

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From: Brantley Williams < bwilliams@reevesyoung.com>

Sent: Monday, November 4, 2024 9:32 AM

To: Aaron StPierre <astpierre@lose.design>; Barbara Canuto <bcanuto@lose.design>

Cc: Isaiah Arnold <|Arnold@reevesyoung.com>; Jacob Pulliam @reevesyoung.com>; Jose Valerio

<jvalerio@reevesyoung.com>; Marco Donjuan < MDonjuan@reevesyoung.com>

Subject: Building J Fire Rated walls

Aaron.

As discussed on site at our last OAC during our site walk, we would like to switch the fire rated walls to Metal stud framing instead of 2x4 wood. This would allow us to completely enclose the structural beams above without boxing them out. The switch from wood to metal would be a no cost change and would allow a better finish/ application. Please let me know if this is acceptable. If I recall correctly Lose and Ascension had no exceptions to the change to metal as long as it was at no cost.

Thanks,

**Brantley Williams**Superintendent

bwilliams@reevesyoung.com | reevesyoung.com

T 770.271.1159 M 678.495.7031

45 Peachtree Industrial Boulevard N.W., Suite 200, Sugar Hill, GA 30518





#### **Brantley Williams**

Superintendent

bwilliams@reevesyoung.com | reevesyoung.com

T 770.271.1159 I M 678-495-7031

45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

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November 25, 2024

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

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

#### Change Proposal #19 - CCTV and AV Allowance Overage

The below change proposal, per spec 012100, contains the difference between material installation costs for the AV/CCTV systems shown in the contract documents and the contractual AV and CCTV allowances. This pricing also includes the additional material and scope changes regarding Access controls, WAP's, CCTV poles, etc. per Walton County's request. Please see below for further breakdown.

THIS PRICING DOES NOT INCLUDE MATERIALS OR LABOR NOTED DCR MEDIA QUOTE SENT BY ASCENSION. Walton County is to provide direction if work within the above mentioned quote is to be added to Reeves Young's scope.

Description	Qty	Unit	Unit Price	Total
AV and CCTV Pricing	1	LS	\$899,727.56	\$899,727.56
CCTV Allowance	1	LS	(\$487,500.00)	(\$487,500.00)
AV Allowance	1	LS	(\$300,000.00)	(\$300,000.00)
Allowance Overage				\$112,227.56
Payment & Performance Bond	0.597	%	\$670.00	\$670.00
General Liability Insurance	0.811%	%	\$910.17	\$910.17
Builders Risk Insurance	0.174%	%	\$195.28	\$195.28
RY Overhead and Profit	10	%	\$11,222.76	\$11,222.76
TOTAL				\$125,225.76

If you have any questions or require any additional information, please do not hesitate to	contact
us at (470) 725-0022 or via email at <u>iarnold@reevesyoung.com.</u>	

Sincerely, Reeves Young, LLC

Isaiah Arnold

Project Manager

doubt and

45 Peachtree Industrial Blvd Suite 200 Sugar Hill. GA 30518

770 271.1159 reevesyoung.com

A	gc	r٥١	/al	

Lose Design (Architect of Record)	Signature:	Date:
Ascension PM (Capital Project Manager	Signature: Thomas J. Prine	Date:11.25.2024
Walton County	Signature:	Date:

Item 11.1.



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

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

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: November 21, 2024

RE: Roof Replacement for Nowell Gymnasium

Ms. Hawk,

In accordance with the Walton Country Purchasing Policy, we have advertised a Request for Proposal to provide Roof Replacement for Nowell Gymnasium located at 201 W. Spring Street.

This proposal is to furnish and install a new TPO roofing system on the back gym, installing a new TPO roofing system on the front offices and replacing the shingle roof façade at the front entrance on the Nowell Gym.

We received six proposals. The Facilities Department has reviewed all the acceptable proposals and has determined that the proposal provided by Dusty Greer Roofing, Inc best meets the RFP requirements. The Facilities Department has verified Dusty Greer Roofing, Inc's experience and qualifications to our satisfaction.

It is my recommendation that the Board of Commissioners accept the proposal by Dusty Greer Roofing, Inc in the amount of \$110,948.00

Hank Shirley, Director Facilities/Risk Mgmt. Dept.