



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, June 01, 2021 at 6:00 PM

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

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

AGENDA

1. **PUBLIC COMMENT** | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*
2. **MEETING OPENING**
 - 2.1. Pledge of Allegiance & Invocation
 - 2.2. Call to Order
 - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
 - 3.1. Additions/Deletions
4. **PLANNING COMMISSION RECOMMENDATIONS**
 - [4.1.](#) Approval of Z21010020 - Rezone 87.85 acres from R1 to R1OSC for a residential subdivision - Applicant: Psachya Futterman/Owner: Scenic Hill Estates Inc - Dry Pond Rd-Map/Parcel C1200083 - District 6 - **Tabled 5/4/21**
 - [4.2.](#) Approval of CU21030011 - Conditional Use for existing Guest House on 7.05 acres - Applicant: Wesley Brown Sisk/Owners: Wesley & Maghan Sisk - Property located at 1810 Alcovy Mtn. Rd-Map/Parcel C1390010 - District 4
 - [4.3.](#) Approval of CU21040001 - Conditional Use for Guest House - Applicants/Owners: Terrell & Diane Peters - Property located at 2190 Jug Rd-Map/Parcel C1610038 - District 4
 - [4.4.](#) Approval of Z21030019 - Rezone 1 acre from A to R1 and 4+ acres from A to A1 for residential use - Applicant/Owner: Atlanta's Best Construction Inc - Property located at 1630 Hew Hope Church Rd-Map/Parcel C0610090 - District 1
 - [4.5.](#) Approval of Z21030021- Rezone 1.20 acres from B1 to B3 to park tractor trailers - Applicant: Alic Scrinic/Owners: Donna Shave & Roland Lanctot Trustees - Property located at Nathan Blvd-Map/Parcel C0440013K00 - District 1.
 - [4.6.](#) Approval of Z21030022 - Rezone 5.70 acres from R1 to A1 for animals - Applicant: Michael Brandenburg/Owners: Michael & Leigh Ann Brandenburg - Property located at 2710 Hester Town Rd-Map/Parcel C1680054A00 - District 4.

- [4.7.](#) Denial of Z21040002 - Rezone 10.467 acres from A1 to B2 for small concert hall/outdoor event center/Applicant: Angela McDowell/Owner: Superior Teleservice Group - Property located at 376 Highway 11-Map/Parcel C1400021 – District 4

5. PLANNING & DEVELOPMENT

- [5.1.](#) Reconsideration of Zoning Conditions - Z221010019

- [5.2.](#) Request to change name of Mt. Ena Church Road to Mt. Enon Church Road

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

- [6.1.](#) Approval of May 4, 2021 Meeting Minutes

- [6.2.](#) Contracts & Budgeted of \$5,000 or Greater

- [6.3.](#) Declaration of Surplus Property

- [6.4.](#) Inconvenience Fee Agreement - Check the Gate Productions, LLC

- [6.5.](#) Acceptance of Grant - GRGPA in the amount of \$1750

- [6.6.](#) IGA - City of Loganville Independence Celebration at West Walton Park

- [6.7.](#) Contract Renewal - Oglethorpe Co. - Inmate Housing

- [6.8.](#) Lease Agreement - State of Georgia - Department of Driver Services

7. FINANCE

- [7.1.](#) Presentation - Mauldin & Jenkins - Operational Assessments

- [7.2.](#) Acceptance of American Rescue Plan Act - First 1/2 Allocation in the amount of \$9,186,790.50

- [7.3.](#) Agreement - Paychex - For InVision Iris Time Clock

8. RESOLUTIONS

- [8.1.](#) FY2021 Budget Amendments

- [8.2.](#) Authorizing Chairman to amend the FY2021 Budget as part of the fiscal year closing process

- [8.3.](#) Adoption of FY 2022 Budget

- [8.4.](#) Capital Improvements Element Annual Update

- 8.5.** Development Authority of Walton County -To provide for Chairman of the Walton County Board of Commissioners to be Ex Officio Member and to clarify process for appointment of Mayors

9. HUMAN RESOURCES

- 9.1.** Proposed Amendment to Civil Service Personnel Rules and Regulations - Promotions/Reclassifications and Resolution

- 9.2.** Requested Change in Holiday Policy - E-911 and EMS

10. APPOINTMENTS

- 10.1.** Appointment - Monroe-Walton County Library Board of Trustees

- 10.2.** Appointment - NEGRC Council Private Representative

- 10.3.** Appointment - DFACS Board - Request to reappoint Gina Meadows and Charlotte George

11. DISCUSSION

- 11.1.** Employee Benefits and Compensation

12. ANNOUNCEMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

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

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below and return it to the County Clerk no later than 5:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form.

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

For more information, please contact Rhonda Hawk.

Rezone Z21010020 Staff Analysis

Commission District: 6 Dixon

Planning Commission Hearing Date: 03-04-2021 – Tabled to 04-01-2021

Board of Commissioners Hearing Date: 05-04-2021

Parcel ID: Map C1200083

Acreage: 87.85

Applicant:

Psachya Futterman

1830D Independence Square NE

Atlanta, Georgia 30338

Owner:

Scenic Hill Estates Inc.

c/o Leonard Habif

1830D Independence Square NE

Atlanta, Georgia 30338

Property Location: Dry Pond Road

Current Character Area: Suburban

Current Zoning: R1

Request: Rezone from R1 to R1 OSC for an open space residential subdivision.

Staff Comments/Concerns: The tract of land is 92.81 – Only 87.85 is being requested to be rezoned to R1 OSC.

Site Analysis:

Zoning History:

4-3-86	Scenic Hills Inc	A1 to R1 S.D	W27-80	Approved 4-15-86
4-7-88	Scenic Hills Est	R1 to A2 92.182 ac	W27-80 Dry Pond Rd	Denied 5-17-98

Character Area: The character area for this property is Suburban.

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends that the Entrance Ingress/Egress proposed location be changed/modified to the location on the opposite North East Corner of Dry Pond Road to access preferably between Lots 44 & 45 on the plan design. The proposed location submitted is not a suitable location with the existing road design with limited sight distance and alignment concerns to facilitate the traffic concerns with construction and associated residential traffic for 78 lots. (APPLICANT REVISED PLAN AS REQUESTED).

Sheriffs' Department: Based on the number of lots requested, the population would increase approximately 218 people and calls for service would increase about 97 per year.

Water Authority: This area is served by an existing 8" diameter water main along Dry Pond Rd. (static pressure: 110 psi, Estimated fire flow available: 950 gpm @ 20 psi). A new 8" water main will be required to distribute water within the development. Please coordinate with WCWD.

Fire Department: If approved, the additional housing and population contained therein would affect Walton County Fire Rescue with adding to the potential for fires (House, Brush, etc.), and an increase in the number of medical related calls we would potentially respond to. This parcel is located in Walton County Fire Rescue Station # 9's first due territory. Station #9 has only one firefighter assigned on-duty every 24-hour shift. The next closest fire station is located 5.51 miles away at Station # 14. This distance from the second arriving engine company along with the low number of on duty personnel at the primary station,

could increase the property damage sustained from a fire, as well as added time it would require to respond additional skilled medical personnel in the event of a life threatening emergency medical call.

Fire Code Specialist: No comment

Board of Education: Will have considerable effect on the Walton County School District. Could create a need for class rooms and teachers.

Development Inspector: No comment received.

DOT Comments: Will not require DOT coordination.

Archaeological Information: No comment received.

PC ACTION 3/4/2021:

1. Rezone – Z21010020– Rezone 87.85 acres from R1 to R1OSC for a residential subdivision – Applicant: Psachya Futterman/Owner: Scenic Hill Estates Inc – Property located on Dry Pond Rd-Map/Parcel C1200083 – District 6.

Presentation: Chairman Tim Hinton stated that the applicant and neighborhood are all in agreement that the case be tabled until next month to allow them time to get together to work out their differences.

Speaking: None

Recommendation: Wesley Sisk made a motion to table with a second by Pete Myers. The motion carried unanimously.

PC Action 4-1-2021

Presentation Tip Huynh with Alcovy Consulting Engineering & Associates represented the rezone. Mr. Huynh stated that this case was tabled from last month due to opposition. His client has reached out to concerned neighbors to

meet and address concerns. At this point both parties have not come to an agreement. Some items they are willing to meet but they are not able to commit to all concerns. They have revised the layout and reduced the number of lots from 79 to 72 due to bad soils and have provided more open space. The required open space is 21 acres; they are providing 35 acres hoping it would be more appealing to the neighbors. Mr. Huynh also stated that the layout is way under the allowable density. They ask that the planning commission seriously recommend approval of this rezone. Timothy Kemp verified they reduced the lots from 79 to 72 which is 1 lot per acre density. Tip Huynh said that was correct. He advised a lot of the requirements they cannot meet such as bigger house size. Chairman Tim Hinton stated that they can develop as a R1 subdivision now with 1600 sq. ft. homes on 1 acre lots. The layout they have provided shows 1800sqft homes and 1.5 to 2.0 acres per lot.

Lenny Hammoth with Scenic Hill Estates stated that they have owned the property for 35 years and the zoning has been R1 for the past 35 years. Mr. Hammoth stated that the neighbors just don't want a subdivision development on the property. They have tried to meet with the neighbors and a lot of the conditions they want is so it will enhance their own property. The neighbors want 50% of the homes to be 2200sqft and 50% to be 1800 sqft, and for us to provide a 50' buffer. They wanted a HOA and a management company which they are willing to do. The neighbors want Hardy plank on all sides of house. The code allows vinyl but they are willing to use stone, brick and a new product from cedar impressions. Mr. Hammoth stated that he feels like this is a good plan and a quality home. Timothy Kemp asked would you live in one of the homes and do you live in Walton County. Mr. Hammoth said yes he would and he does not live in Walton County.

Speaking: Tim Coker lives close to this property and has concerns with the development and as a community they are looking to protect what they have. They did agree to table from last month. Mr. Coker stated that meeting with the developer seemed like a threat that they said they will go and develop as R1 if they did not agree with the R1 OSC rezone. Mr. Coker said that the developer would not commit to anything, when asked who the builder would be they could not tell them.

Sarah & Jerry Smith adjacent property owner on two sides of the property spoke in opposition to the rezone. They had concerns with traffic and decreased property values. They would rather them develop the property as an R1 subdivision with 1 acre lot sizes and 1600 sqft homes as long as they were quality homes.

Larry Webb lives 1000 feet to the back of the S/D. He moved last summer and enjoyed the peace and quiet and wants to know what the time frame would be for building out the development.

Lenny Hammoth came back for rebuttal. He provided an email to the board of the requests the neighbors had asked for and his responses (see attached). He felt like the Open Space development was better for a quality community. He is not against better quality but in the market he just cannot commit to some things right now.

Mr. Huynh's response to Mr. Webb they would have two phases to minimize the development. Chairman Hinton stated that he was glad that they were able to meet. Charna Parker Director of Planning and Development stated the 50' buffer cannot be built in and it is required by code.

Timothy Kemp stated growth has been here since 1982, this side slower than other parts of Walton County. We need better homes & quality of homes. With that he made a motion.

Recommendation: Timothy Kemp made a motion to recommend approval with conditions with the comment from public works regarding placement of entrance with a second by Josh Ferguson. The motion carried unanimously.

Rezone Application # Z21010020

Planning Comm. Meeting Date 3/4/2021 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm Meeting Date 4/6/2021 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C1200083

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Psachya Futterman</u>	<u>Scenic Hill Estates Inc % Leonard Habif</u>
<u>1830D Independence Square NE</u>	<u>1830D Independence Square NE</u>
<u>Atlanta, GA 30338</u>	<u>Atlanta, GA 30338</u>
	<small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>404-797-3430</u>	Phone # <u>404-797-3430</u>
Location: <u>Dry Pond Road</u> Requested Zoning <u>R1OSC</u> Acreage <u>87.85</u>	
Existing Use of Property: <u>Vacant</u>	
Existing Structures: <u>None</u>	
The purpose of this rezone is <u>to construct an open space residential subdivision.</u>	
Property is serviced by:	
Public Water: <u>X</u> Provider: <u>Walton County</u> Well: _____	
Public Sewer: _____ Provider: _____ Septic Tank: _____	
<small>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.</small>	
<u>[Signature]</u>	Date <u>1/27/21</u> Fee Paid <u>\$ 500</u> ✓

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

Office Use Only:

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

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

Commission District: 6-Dixon Watershed: ✓

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Psachya Futterman

Address: 1830D Independence Square NE Atlanta, GA 30338

Telephone: 404-797-3430

Location of Property: Dry Pond Road
Monroe, GA

Map/Parcel Number: C1200083

Current Zoning: R1 Requested Zoning: R1OSC

Robere Habib
Property Owner Signature

Property Owner Signature

Print Name: ROBERE HABIB
SECRETARY

Address: 4004 SUMMIT BLVD.
ATLANTA, GA 30319

Phone #: 404-835-1903

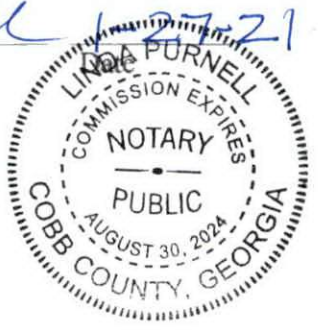
Print Name: _____

Address: _____

Phone #: _____

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

Synda Purnell
Notary Public



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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

The existing uses of nearby property are predominantly A1, A2 & R1. The property immediately east of the project is currently zoned A2. Further to the northeast, there is Bellewoode S/D, which is zoned R1-OSC. And directly to the west of the project there is The Ridge at Dry Pond S/D, which is also zoned R1-OSC.

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

Due to the presence of existing stream & flood plain on the site, it would be difficult & cost-prohibitive to develop the property in the manner in which it is currently zoned.

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

The proposed land use change represents a fair balance request. This area is emerging as a medium density residential area. There are already several surrounding tracts zoned R1, and most have been developed using the R1-Open Space Conservation approach.

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

If rezoned, the property will be developed in accordance to the R1-OSC zoning standard, which will promote growth of this region, and better meet the demand for residential housing of this region. The property cannot reasonably be used as a rural estate due to increasing land prices.

5. The suitability of the subject property for the zoned purposes; and
The proposed zoning is consistent with the trend of nearby property. If approved,
this property will provide 78 residential lots to this area, which is consistent with
existing residential developments to the northeast & west of the property.

6. The length of time the property has been vacant as zoned, considered in
the context of land development in the area in the vicinity of the property
The property has been vacant to this day with many residential subdivisions
being added in the last 20 years.

TO: Walton County Planning and Development
303 S Hammond Drive, Suite 98
Monroe, Georgia 30655

January 26, 2021

SUBJECT: Letter of Intent, Dry Pond Road Rezoning,
Tax Parcel No. C1200083

To Whom It May Concern,

A rezone of 87.85 acres is requested for the subject project, for the purpose of constructing an Open Space Conservation Residential Subdivision. The property currently lies with Walton County R-1 zoning district. The proposed rezoning request will change the zoning classification from R1 to R1-OSC.

The proposed use of the property is to construct a 78 Lot Open Space Conservation Residential Subdivision, per the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County.

We look forward to developing this project in Walton County, as we feel it fits with the current development patterns in the area and will complement the needs of both Walton County and our proposed residential development.

For questions or further information please contact me at 404-797-3430.

Sincerely,



Psachya Futterman

Revised Plan #2

- NOTES:**
- BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY NORTHEAST LAND SURVEYING, LLC DATED 03/01/2021.
 - THERE ARE NWI WETLAND ON THE SITE. LIMIT SHOWN.
 - SHOAL CREEK IS RUNNING ALONG THE SOUTH PROPERTY LINE.
 - A PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.L.R.M. PANEL 13297C01350, 13297C00450 DATED MAY 18, 2009 AND 13297C0130C DATED DEC. 08, 2016. LIMIT SHOWN.
 - THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER.
 - THE PROJECT WILL BE SERVED BY A SEPTIC SYSTEM.

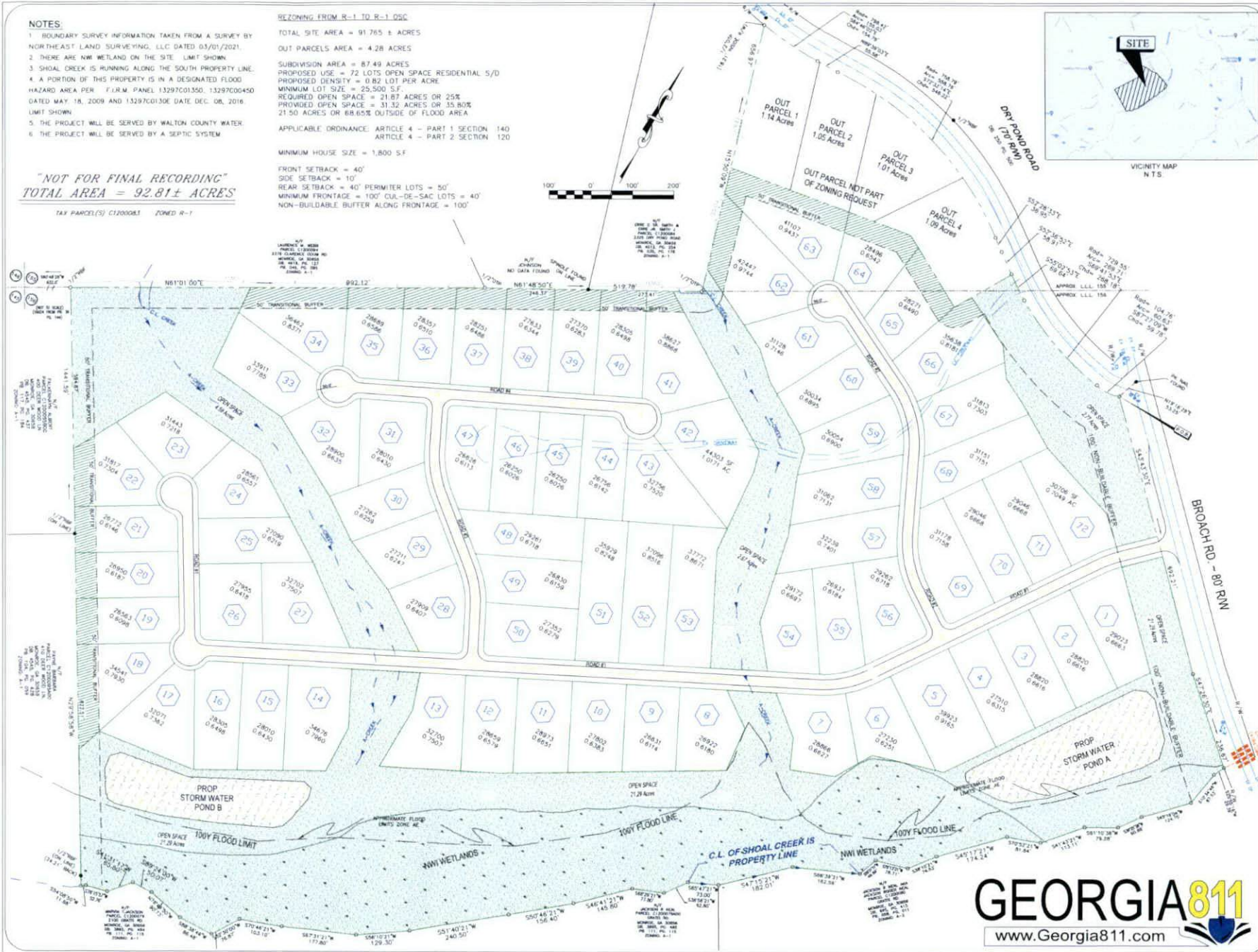
REZONING FROM R-1 TO R-1 OSC
 TOTAL SITE AREA = 91.765 ± ACRES
 OUT PARCELS AREA = 4.28 ACRES
 SUBDIVISION AREA = 87.49 ACRES
 PROPOSED USE = 72 LOTS OPEN SPACE RESIDENTIAL S/D
 PROPOSED DENSITY = 0.82 LOT PER ACRE
 MINIMUM LOT SIZE = 25,500 S.F.
 REQUIRED OPEN SPACE = 21.87 ACRES OR 25%
 PROVIDED OPEN SPACE = 31.32 ACRES OR 35.80%
 21.50 ACRES OR 88.65% OUTSIDE OF FLOOD AREA

APPLICABLE ORDINANCE: ARTICLE 4 - PART 1 SECTION 140
 ARTICLE 4 - PART 2 SECTION 120

MINIMUM HOUSE SIZE = 1,800 S.F.
 FRONT SETBACK = 40'
 SIDE SETBACK = 10'
 REAR SETBACK = 40' PERIMETER LOTS = 50'
 MINIMUM FRONTAGE = 100' CUL-DE-SAC LOTS = 40'
 NON-BUILDABLE BUFFER ALONG FRONTAGE = 100'

"NOT FOR FINAL RECORDING"
TOTAL AREA = 92.81 ± ACRES

TAX PARCEL(S) C1200083 ZONED R-1



ALCOVY
 SURVEYING & ENGINEERING, INC.
 P.O. BOX 100
 2206 Highway 81 South
 Loganville, Georgia 30052
 Phone: 770-468-4002
 Fax: 770-468-4286
 info@alcovy.com
 © 2021



PRELIMINARY PLAT

PROPOSED SCENIC HILL ESTATES OPEN SPACE CONSERVATION S/D

PARCEL PART OF C1200083
 LAND LOT 155 & 156
 DISTRICT 3RD
 DRY POND RD.
 CITY OF MONROE, GA

DATE: 3/22/2021
 SCALE: 1" = 100'

OWNER / DEVELOPER

SCENIC HILLS ESTATES, INC.
 LEONARD HABIB
 1830 INDEPENDENCE SQ NE
 ATLANTA, GA 30338

24 HOUR - EMERGENCY CONTACT
 SAKI FUTTETMAN
 404-797-3430
 futtermar@gmail.com

REVISIONS

NO.	DATE	DESCRIPTION

JOB NO. # 21.001
 C-1

GEORGIA811
 www.Georgia811.com

Revised Site Plan # 1

Item 4.1.

- NOTES:**
- BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY KENNETH SIMS DATED 11/6/1985
 - THERE ARE NW WETLAND ON THE SITE LIMIT SHOWN
 - SHOAL CREEK IS RUNNING ALONG THE SOUTH PROPERTY LINE
 - A PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13297C01350, 13297C0450 DATED MAY 18, 2009 AND 13297C0150E DATE DEC 08, 2016 LIMIT SHOWN
 - THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER & THE PROJECT WILL BE SERVED BY A SEPTIC SYSTEM

"NOT FOR FINAL RECORDING"
TOTAL AREA = 92.81± ACRES

TAX PARCEL(S) C1200081 ZONED R-1

REZONING FROM R-1 TO R-1 DSC

TOTAL SITE AREA = 87.85 ± ACRES
 PROPOSED USE = 79 LOTS OPEN SPACE RESIDENTIAL S/D
 PROPOSED DENSITY = 0.90 LOT PER ACRE
 MINIMUM LOT SIZE = 25,500 S.F.
 REQUIRED OPEN SPACE = 21.96 ACRES OR 25%
 PROVIDED OPEN SPACE = 22.81 ACRES OR 25.96%
 APPLICABLE ORDINANCE: ARTICLE 4 - PART 1 SECTION 140
 ARTICLE 4 - PART 2 SECTION 120
 MINIMUM HOUSE SIZE = 1,800 S.F.
 FRONT SETBACK = 40'
 SIDE SETBACK = 10'
 REAR SETBACK = 40' PERIMETER LOTS = 50'
 MINIMUM FRONTAGE = 100' CUL-DE-SAC LOTS = 40'
 NON-BUILDABLE BUFFER ALONG FRONTAGE = 100'

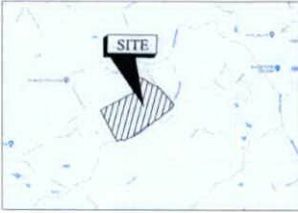
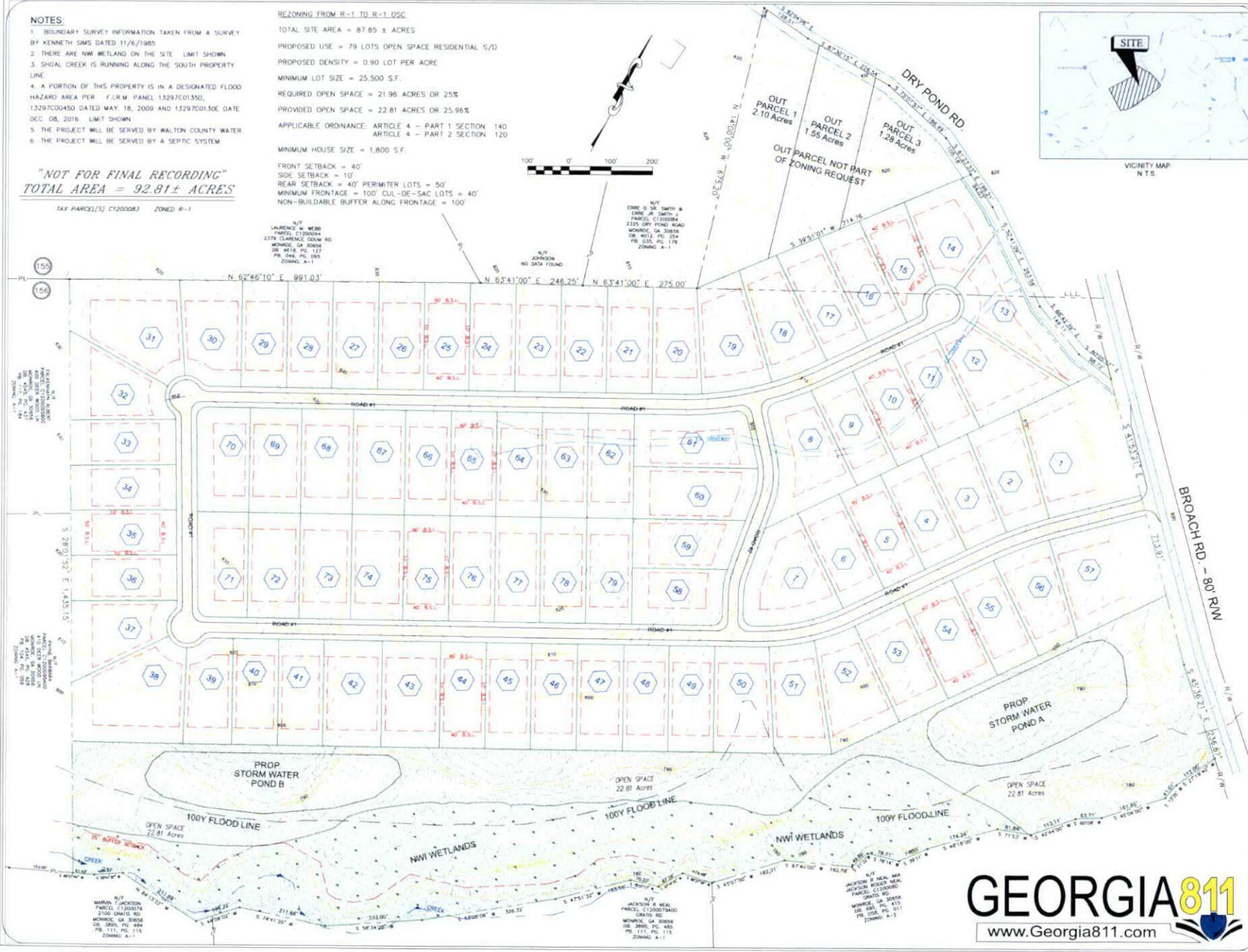


N/T LAURIE M. WELB
 PARCEL C1200094
 2378 CLARENCE OGDEN RD
 MONROE, GA 30656
 DR. 4674, PC. 127
 PB. 049, PC. 083
 ZONING: A-1

N/T ERNE D. SMITH &
 ERNE J. SMITH, II
 PARCEL C1200084
 2325 DRY POND ROAD
 MONROE, GA 30656
 DR. 4674, PC. 127
 PB. 049, PC. 083
 ZONING: A-1

N/T JOHNSON
 NO DATA FOUND

N/T JACOBSON & NEAL
 PARCEL C1200278
 2800 SHELBY RD
 MONROE, GA 30656
 DR. 4674, PC. 127
 PB. 049, PC. 083
 ZONING: A-1



ALCOVY
 SURVEYING & ENGINEERING, INC.
 P.O. C. TIRILYAN, P.E.
 2308 Highway 91 South
 Loganville, Georgia 30052
 Phone: 770-466-4002
 Fax: 770-466-4296
 tp@alcovy.com

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SITE PLAN

PROPOSED SCENIC HILL ESTATES OPEN SPACE CONSERVATION S/D

PARCEL: PART OF C1200083
 LAND LOT: 155 & 156
 DISTRICT: 3RD
 DRY POND RD.
 CITY OF MONROE, GA

DATE: 1/22/2021
 SCALE: 1" = 100'

OWNER / DEVELOPER

SCENIC HILLS ESTATES, INC.
 LEONARD HARB
 18300 INDEPENDENCE SQ NE
 ATLANTA, GA 30338

24 HOUR - EMERGENCY CONTACT
 SAKI FUTTEMAN
 404-767-3430
 futtemanp@gmail.com

REVISIONS

NO.	DATE	DESCRIPTION

JOB NO # 21-031
 C-1

GEORGIA811
 www.Georgia811.com

Original Plan

Item 4.1.

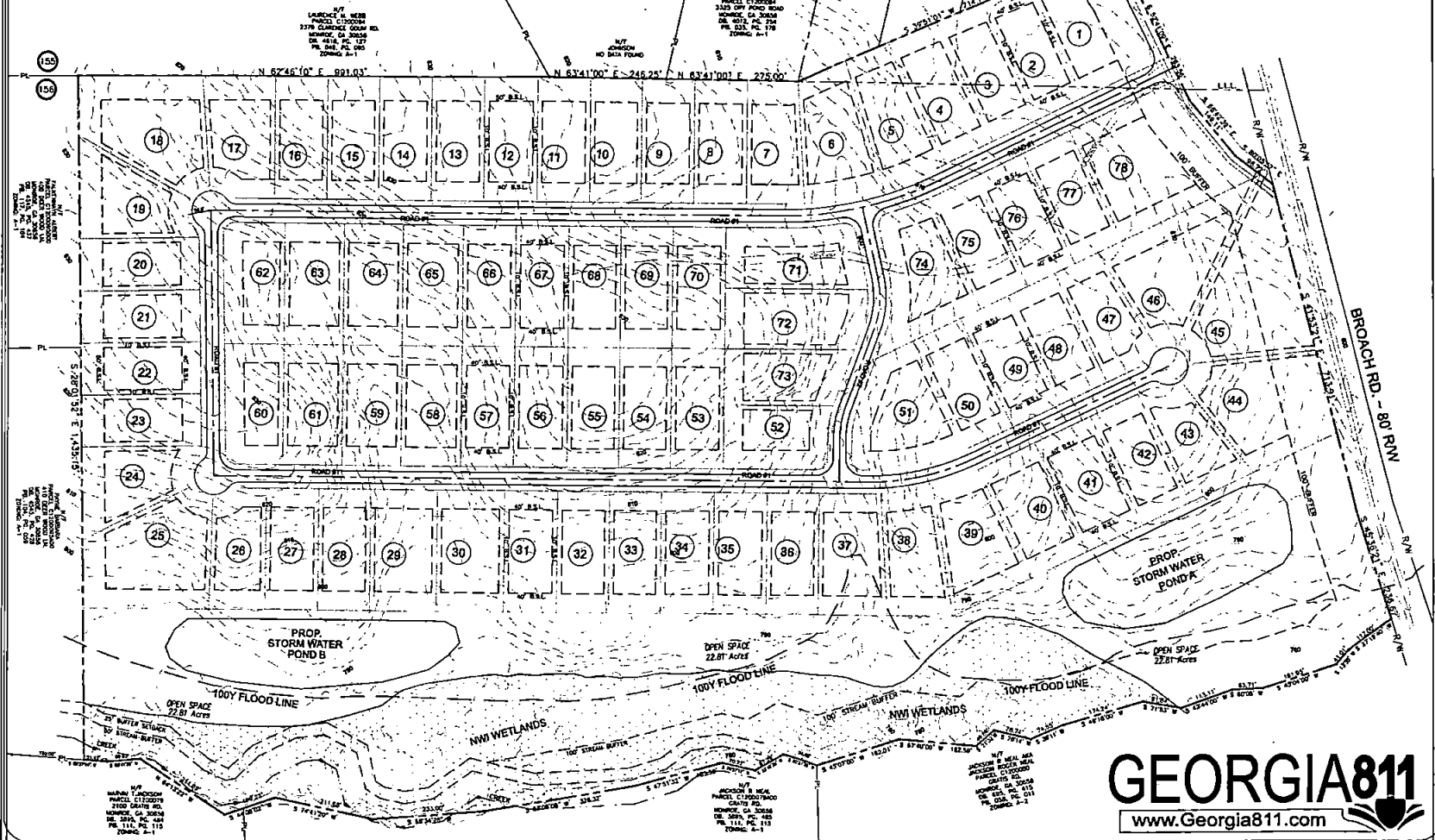
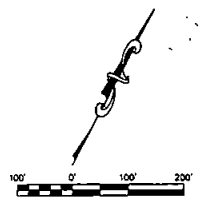
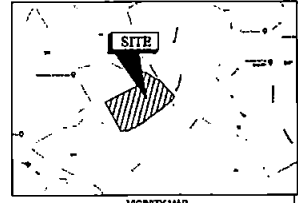
NOTES:

- BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY KENNETH SMS DATED 11/6/1983
- THERE ARE NWI WETLAND ON THE SITE. LIMIT SHOWN.
- SHOAL CREEK IS RUNNING ALONG THE SOUTH PROPERTY LINE.
- A PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13297C01350, 13297C00450 DATED MAY 18, 2006 AND 13297C01350 DATE DEC. 08, 2016. LIMIT SHOWN.
- THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER.
- THE PROJECT WILL BE SERVED BY A SEPTIC SYSTEM.

REZONING FROM R-1 TO R-1.05C
 TOTAL SITE AREA = 87.85 ± ACRES
 PROPOSED USE = 78 LOTS OPEN SPACE RESIDENTIAL S/D
 PROPOSED DENSITY = 0.89 LOT PER ACRE
 MINIMUM LOT SIZE = 25,500 S.F.
 REQUIRED OPEN SPACE = 21.95 ACRES OR 25%
 PROVIDED OPEN SPACE = 22.81 ACRES OR 25.96%
 APPLICABLE ORDINANCE: ARTICLE 4 - PART 1 SECTION 140
 ARTICLE 4 - PART 2 SECTION 120
 MINIMUM HOUSE SIZE = 1,800 S.F.
 FRONT SETBACK = 40'
 SIDE SETBACK = 10'
 REAR SETBACK = 40' PERIMETER LOTS = 50'
 MINIMUM FRONTAGE = 100' CUL-DE-SAC LOTS = 40'
 NON-BUILDABLE BUFFER ALONG FRONTAGE = 100'

"NOT FOR FINAL RECORDING"
TOTAL AREA = 92.81± ACRES

TAX PARCEL(S) C1200083 ZONED R-1



ALCO
 SURVEYING & ENGINEERING, INC.
 9142 172 RD SW
 LAWRENCEVILLE, GEORGIA 30042
 PHONE: 770-968-4022
 FAX: 770-968-4298
 info@alco-survey.com



SITE PLAN

PROPOSED SCENIC HILL ESTATES OPEN SPACE CONSERVATION S/D

PARCEL: PART OF C1200083
 LAND LOT: 155 & 156
 DISTRICT: 3RD
 DRY POND RD.
 CITY OF MONROE, GA

DATE: 1/22/2021
 SCALE: 1" = 100'

OWNER / DEVELOPER
 SCENIC HILLS ESTATES, INC.
 LEONARD HABIF
 18300 INDEPENDENCE SQ NE
 ATLANTA, GA 30338

24 HOUR - EMERGENCY CONTACT
 2400 FUITTELMAN
 404-797-3430
 info@scenic.com

REVISIONS

NO.	DATE	DESCRIPTION

JOB No. # 21-001
C-1

GEORGIA811
 www.Georgia811.com

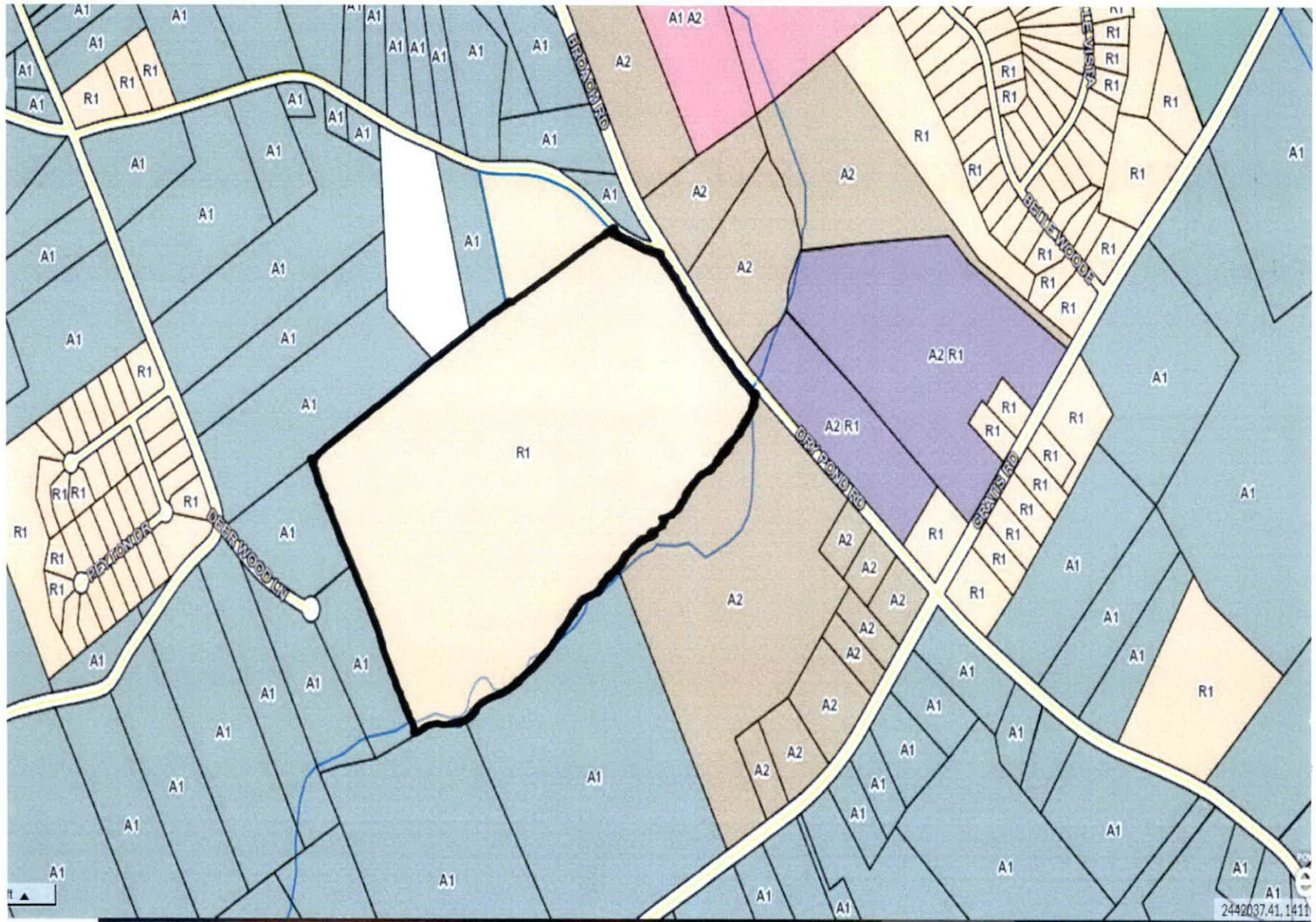
Z21010020 – Dry Pond Road



Z21010020 – Dry Pond Road



Z21010020 – Dry Pond Road



Conditional Use CU21030011

Staff Analysis

Commission District: 4- Bradford

Planning Commission Hearing Date: 05-06-2021

Board of Commissioners Hearing Date: 06-01-2021

Parcel ID: Map C1390010

Acreage: 7.05 acres

Applicant:

Wesley Brown Sisk
150 Pinecrest Drive
Monroe, Georgia 30655

Owners:

**Wesley Brown Sisk &
Maghan McWhorter Sisk**
150 Pinecrest Drive
Monroe, Georgia 30655

Property Location: 1810 Alcovy Mountain Road

Current Character Area: Rural Residential

Current Zoning: A1

Request: Conditional Use for existing Guest House approximately 900 sq ft.

Site Analysis: The 7.05 acre tract of land is located on 1810 Alcovy Mountain Road. The surrounding properties are zoned R1 and A1. The guest house is already existing on the property and the Applicant requests to live there while his primary house is being built.

Zoning History: No History

Character Area: The character area for this property is Rural Residential.

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval.

Sheriffs' Department: Will not impact the Walton County Sheriff's Office.

Water Authority: This area is served by an existing 8" diameter water main along Alcovy Mountain Rd. (static pressure: 100 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues

Fire Code Specialist: No comment

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

Development Inspector: No comment received

DOT Comments: No coordination needed.

Archaeological Information: No comment received

PC ACTION 05/06/2021:

1. Conditional Use – CU21030011– Conditional Use for existing Guest House on 7.05 acres – Applicant: Wesley Brown Sisk/Owners: Wesley & Maghan Sisk – Property located on 1810 Alcovy Mtn Rd-Map/Parcel C1390010 – District 4.

Presentation: Chase Sisk represented the case on behalf of Wesley Sisk. They are asking for a Conditional Use for an existing Guest House for friends and family events. They are wanting to build on the front of the property at a later date.

Speaking: None

Recommendation: Brad Bettis made a motion to recommend approval as submitted with a second by Pete Myers. The motion carried unanimously.

Standard Review Questions:

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

Conditional Use Permit Criteria

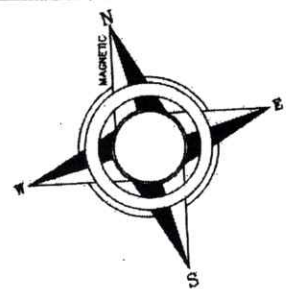
1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. *No Impact*
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. *This will create 2 extra cars per day on Alway Htn. Road, which would be myself and my wife.*
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use. *No Impact*
4. Public facilities and utilities are capable of adequately serving the proposed use. *Utilities are already on the property*
5. The proposed use will not adversely affect the level of property values or general character of the area. *No Impact / Building a like size and quality of construction home as the others in the area*

Plat Doc: PLAT
Recorded 06/01/2018
01:31PM

KATHY K. TROST
Clerk Superior Court,
WALTON County, Ga.
Bk 00114 Pg 0124
Participants: 9566767899

I HAVE CONSULTED THE FLOOD INSURANCE RATE MAPS AND DETERMINED THAT, IN MY OPINION, THE AREA AS SHOWN ON THIS SURVEY DOES NOT LAY WITHIN A DESIGNATED FLOOD HAZARD AREA, COMMUNITY PANEL NO. 13297C0250E EFFECTIVE DATE: 12/8/2016

THE CERTIFICATION, AS SHOWN HEREDON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

[Signature] 6/1/18
WALTON COUNTY DATE

THE APPROVAL SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

THIS SURVEY DOES NOT INTEND TO REPRESENT A DIVISION OF AN EXISTING TAX PARCEL.

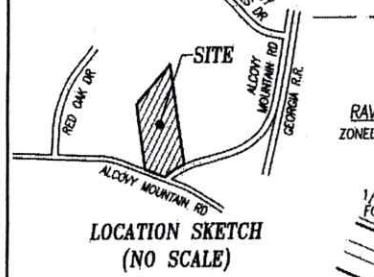
EXCEPT AS SPECIFICALLY SHOWN OR STATED THIS SURVEY DOES NOT PURPORT TO REFLECT ANY FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THIS PLAT SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, BUFFERS AND COVENANTS SHOWN OR NOT SHOWN ON THIS SURVEY

NO EXISTING NATIONAL GEODETIC SURVEY MONUMENT WAS FOUND TO BE WITHIN 500' OF SUBJECT PROPERTY.

- REFERENCES:
- PLAT BOOK 33 PAGE 31
 - PLAT BOOK 94 PAGE 31
 - PLAT BOOK 70 PAGE 191

OWNER OF RECORD:
WESLEY B. SISK
& MARK W. SISK
116 PINE CIRCLE
MONROE, GA 30655

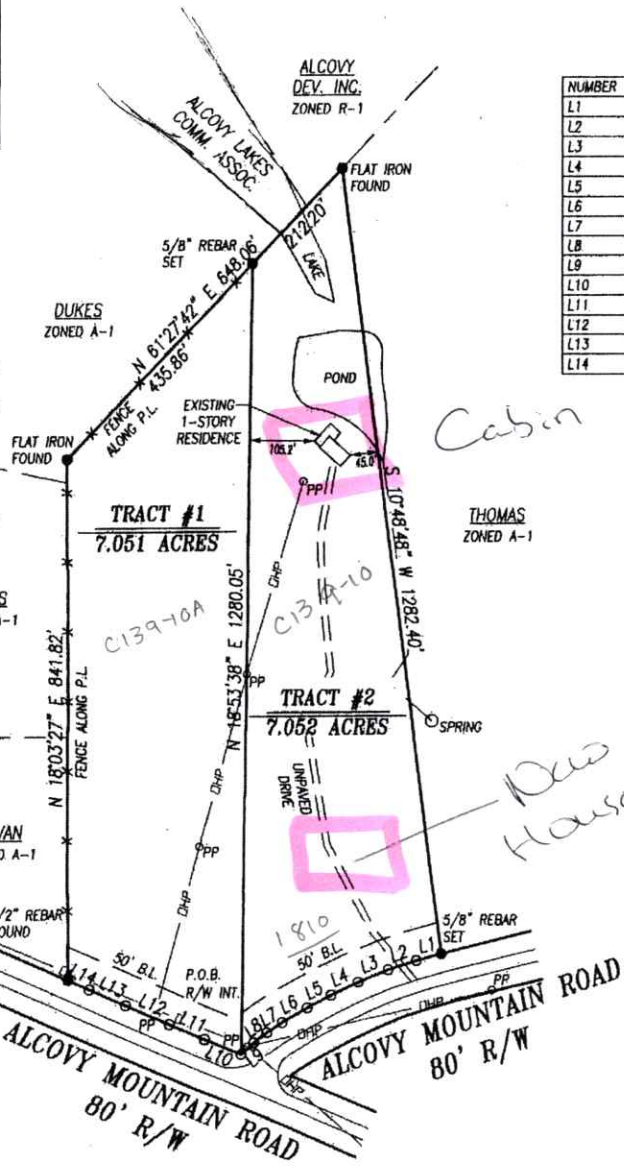


THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67 AS AMENDED BY HB1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

SURVEYORS CERTIFICATION:

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREDON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

[Signature] 5/30/18
JOHN F. BREWER, III RLS#2905 DATE



NUMBER	DIRECTION	DISTANCE
L1	N 87°16'57\"	41.87'
L2	N 89°43'26\"	48.13'
L3	S 86°08'37\"	53.21'
L4	S 82°56'48\"	48.55'
L5	S 80°25'40\"	44.12'
L6	S 78°12'13\"	47.01'
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L10	N 49°08'44\"	64.20'
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L12	N 48°21'06\"	76.79'
L13	N 48°14'05\"	84.91'
L14	N 48°28'12\"	37.93'



- LEGEND:
- INT. - INTERSECTION
 - BC - BACK OF CURB
 - S.E. - SANITARY SEWER EASEMENT
 - H.W. - HEAD WALL
 - C.B. - CATCH BASIN
 - R/W - RIGHT OF WAY
 - D.E. - DRAINAGE EASEMENT
 - B.L. - BUILDING LINE
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 - R.C.P. - REINFORCED CONCRETE PIPE
 - C.M.P. - CORRUGATED METAL PIPE
 - L.L. - LAND LOT
 - L.L.L. - LAND LOT LINE
 - C.L. - CENTER LINE
 - SSMH - SANITARY SEWER MANHOLE
 - ☉ - FIRE HYDRANT
 - ⊕ - WATER VALVE
 - B.M.P. - EROSION CONTROL DEVICE
 - Le83 - SOIL TYPE

BEING A DIVISION OF TAX PARCEL C139010 ZONED A-1
TOTAL AREA = 14.103 ACRES

200 0 200 400



Scale: 1" = 200'

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SURVEY FOR
WESLEY B. SISK

STATE OF GEORGIA
WALTON COUNTY
LAND LOT 31
1ST DISTRICT
DATE OF SURVEY 3/18/2018
DATE OF PLAT 5/30/2018
SCALE 1"=200'
JOB #18022-SISK
REVISIONS

JOHN F. BREWER
&
ASSOCIATES

LAND SURVEYING
LAND PLANNING
DEVELOPMENT SUPERVISION
1002 S. BROAD STREET
MONROE, GEORGIA 30655
TEL. (770) 287-4703
EMAIL INFO@GASURVEYING.COM

SURVEYORS CERTIFICATE

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 38,574 FEET AND AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT.
2. THE DATA SHOWN HEREDON HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 480,735 FEET AND WAS ADJUSTED BY USING THE COMPASS RULE.
3. ANGULAR AND LINEAR MEASUREMENTS OBTAINED BY USING A TOPCON GPT 3005..

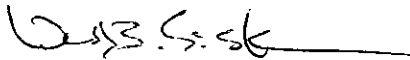
LETTER OF INTENT

March 09, 2021

To whom it may concern,

I, Wesley Brown Sisk, am requesting a conditional use permit be granted for the property located at 1810 Alcovy Mountain Road, Monroe, GA 30655. This is a 7.05 acre tract of land that currently has a small cabin located on the very back Northeast corner of the property. The existing structure is aprx 900 square feet and is primarily used as a guest house, party barn, etc several weekends throughout the year. This structure was built in the 1970's and was existing on the property when I purchased it back in 2017. I intent to build a new home on the South end of the property closest to the Alcovy Mountain road frontage for myself and family. In order to do this, I am requesting this conditional use to leave the cabin on the property as a guest house.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wesley Brown Sisk', followed by a horizontal line extending to the right.

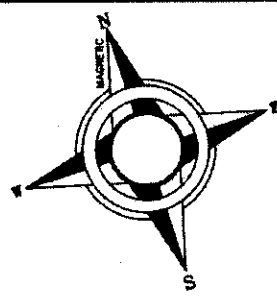
Wesley Brown Sisk

Plat Doc: PLAT
Recorded 06/01/2018
01:31PM

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Clerk Superior Court,
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BK 00114 Pg 0124
Participants: 9566767899

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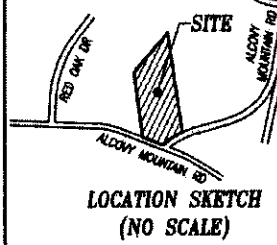
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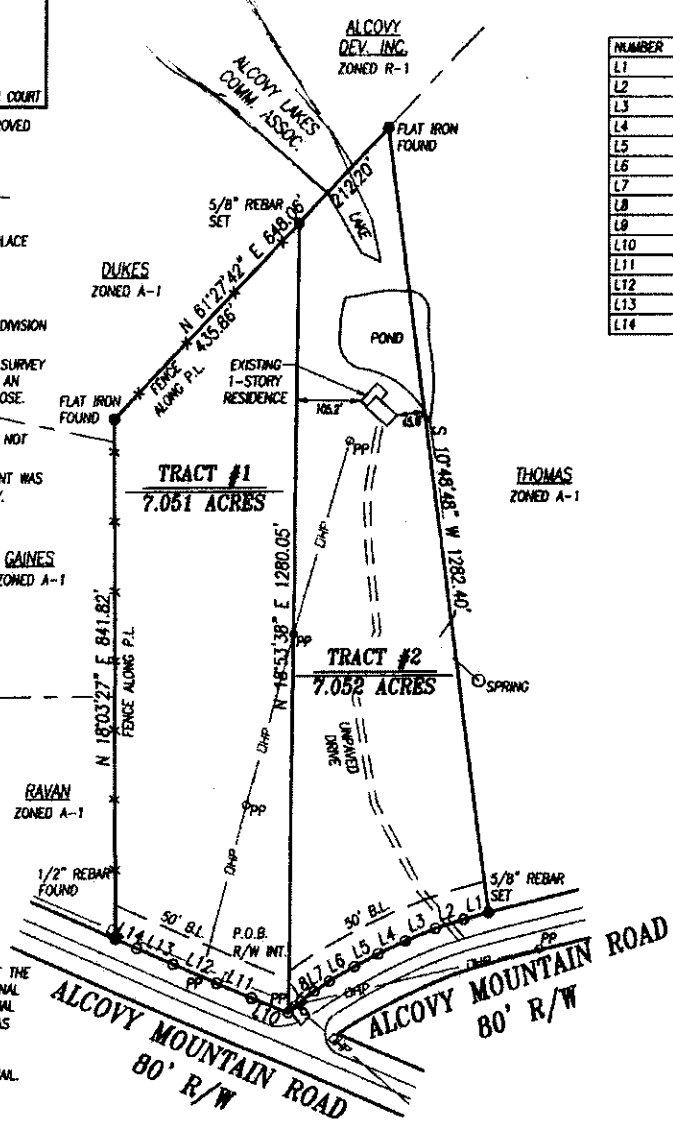
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[Signature]
JOHN F. BREWER, RL5/2905

5/30/18
DATE



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BEING A DIVISION OF TAX PARCEL C1390010 ZONED A-1
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- ANGULAR AND LINEAR MEASUREMENTS OBTAINED BY USING A TOPCON OPT 300S.

SURVEY FOR
WESLEY B. SISK

STATE OF GEORGIA
WALTON COUNTY
LAND LOT 31
1ST DISTRICT
DATE OF SURVEY 3/18/2018
DATE OF PLAT 5/30/2018
SCALE 1"=200'
JOB #18022-SISK
REVISIONS

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&
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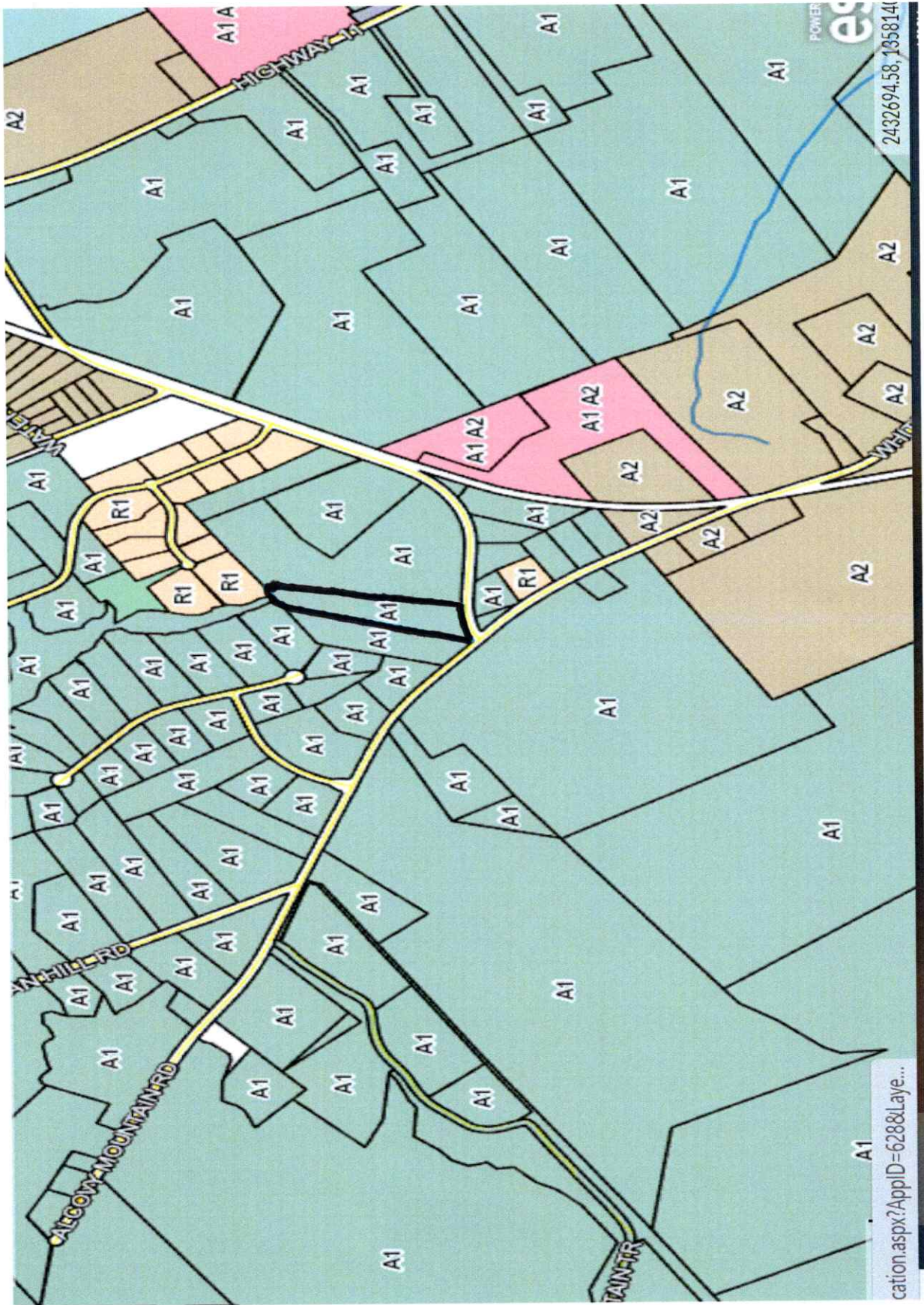
CU21030011 – 1810 Alcovy Mountain Road



CU21030011 – 1810 Alcovy Mountain Road



CU21030011 – 1810 Alcovy Mountain Road



Conditional Use CU21040001 Staff Analysis

Commission District: 4- Bradford

Planning Commission Hearing Date: 05-06-2021

Board of Commissioners Hearing Date: 06-01-2021

Parcel ID: Map C1610038

Acreeage: 4.21 acres

Applicants/Owners:

Terrell & Diane Peters

2190 Jug Road

Monroe, Georgia 30656

Property Location: 2190 Jug Road

Current Character Area: Suburban

Current Zoning: A1

Request: Conditional Use for a Guest House for elderly parent.

Site Analysis: The 4.21 acre tract of land is located on 2190 Jug Road. The surrounding properties are zoned A1.

Zoning History: No History

Character Area: The character area for this property is Suburban.

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends if a new driveway is to be installed for this request/location that it meets all Permitting Requirements with a paved apron.

Sheriffs' Department: Will have no impact on the Walton County Sheriff's Office,

Water Authority: This property is not currently served by the WCWD.

Fire Department: No issues

Fire Code Specialist: No comment

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

Development Inspector: No comment received

DOT Comments: Will not require DOT coordination.

Archaeological Information: No comment received

PC ACTION 5/6/2021:

1. **Conditional Use – CU21040001– Conditional Use for Guest House – Applicants/Owners: Terrell & Diane Peters – Property located on 2190 Jug Rd-Map/Parcel C1610038 – District 4.**

Presentation: Terrell Peters represented the case. He wants to build an 800sqft Guest House for his 84 year old mother.

Speaking: None

Recommendation: Brad Bettis made a motion to recommend approval as submitted with a second by John Pringle. The motion carried unanimously.

GUEST HOUSE REGULATIONS

ARTICLE 5

GUEST HOUSE: An attached or detached accessory building that: provides living quarters for guests, may or may not contain a kitchen or cooking facility. Guesthouse shall never be used for rental or lease.

NAICS Code	Principal Uses	Suppl. Reg	A	A-1	A-2	R-1	R-2	R-3	MHP	OI	B-1	B-2	B-3	TC	MUB P	M-1	M-2	
	Guest House, and Caretaker/Employee Dwelling	Yes				C 1 acre plus												
			P	C	C	C						C	C	P	C	C	C	C

Guest House, Caretaker House (2)

Guest and Caretaker Houses are allowed by right in the A zoning, and as a conditional use in the A-1, A-2, B-2, B-3, TC, MUBP, M-1 and M-2 zonings and in R-1 properties that are one-acre in size or larger.

- A. The use must maintain a residential appearance and shall produce no impacts in appearance, noise, light, and traffic that are detrimental to adjacent properties.
- B. The size of the guesthouse, tenant house or caretaker house can be no more than 800 square feet.
- C. The rental, lease, of a guesthouse, or the use of a guesthouse as a primary residence shall be prohibited.

D. Specific Regulations for Residential Units: Units shall have the following additional requirements:

- a. A minimum width in excess of twenty-four (24 feet).
- b. A minimum roof pitch of 5:12, which means having a pitch equal to at least five (5) inches of vertical height for every twelve (12) inches of horizontal run. Any dwelling unit for which a building permit was obtained prior to the adoption of this Ordinance may be extended, enlarged or repaired as otherwise provided by this Ordinance with the same roof pitch as that allowed by the previous building permit.
- c. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (non-corrugated tin or steel), clay tiles, slate, or similar materials approved by the Director.
- d. Exterior materials shall consist of brick, masonry, or stone, or siding consisting of wood, hardboard, aluminum or vinyl, covered or painted, but in no case exceeding the reflectivity of gloss white paint.
- e. The dwelling shall be placed on a permanent foundation, which meets the requirement of the IRC Building Code.
- f. All residential structures shall have a minimum 4 ft. by 4 ft. front porch, patio or deck and a minimum 6 ft. by 8 ft. rear porch. The structure shall meet the requirements of the IRC Building Code.

I hereby acknowledge receipt of the regulations for a Guest House. If my application is approved I will abide by all regulations.

SIGNED: *Arnold Puts* **DATE:** 4-5-21

Conditional Use Application # CU21040001

Item 4.3.

Planning Comm. Meeting Date 5/6/2021 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 6/1/2021 at 6:00PM held at **WC Historical Court House**
You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel C1610038

Applicant Name/Address/Phone #
Terrell Peters
770-317-8104
Diane Peters 770-317-7840

Property Owner Name/Address/Phone
Terrell + Diane Peters
2190 Jug Rd. Monroe
30656 770-317-8104
(If more than one owner, attach Exhibit "A")

Phone # 770-317-8104

Phone # 770-317-8104

Location 2190 Jug Rd Present Zoning A1 Acreage 4.205

Existing Use of Property: Residential

Existing Structures: House, Barn, Car shed

Property is serviced by:

Public Water: _____ Provider: _____ Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: _____

The purpose of this conditional use is: Guest House for Mother

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.

Terrell Peters 4-5-21 \$ 250 Fee Paid
Signature Date

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

Comprehensive Land Use: Suburban

Commission District: 4-Bradford Watershed: _____

I hereby withdraw the above application _____ Date: _____

Standard Review Questions:

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

Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. *yes*
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. *Will not effect*
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use. *yes*
4. Public facilities and utilities are capable of adequately serving the proposed use. *yes*
5. The proposed use will not adversely affect the level of property values or general character of the area. *No*



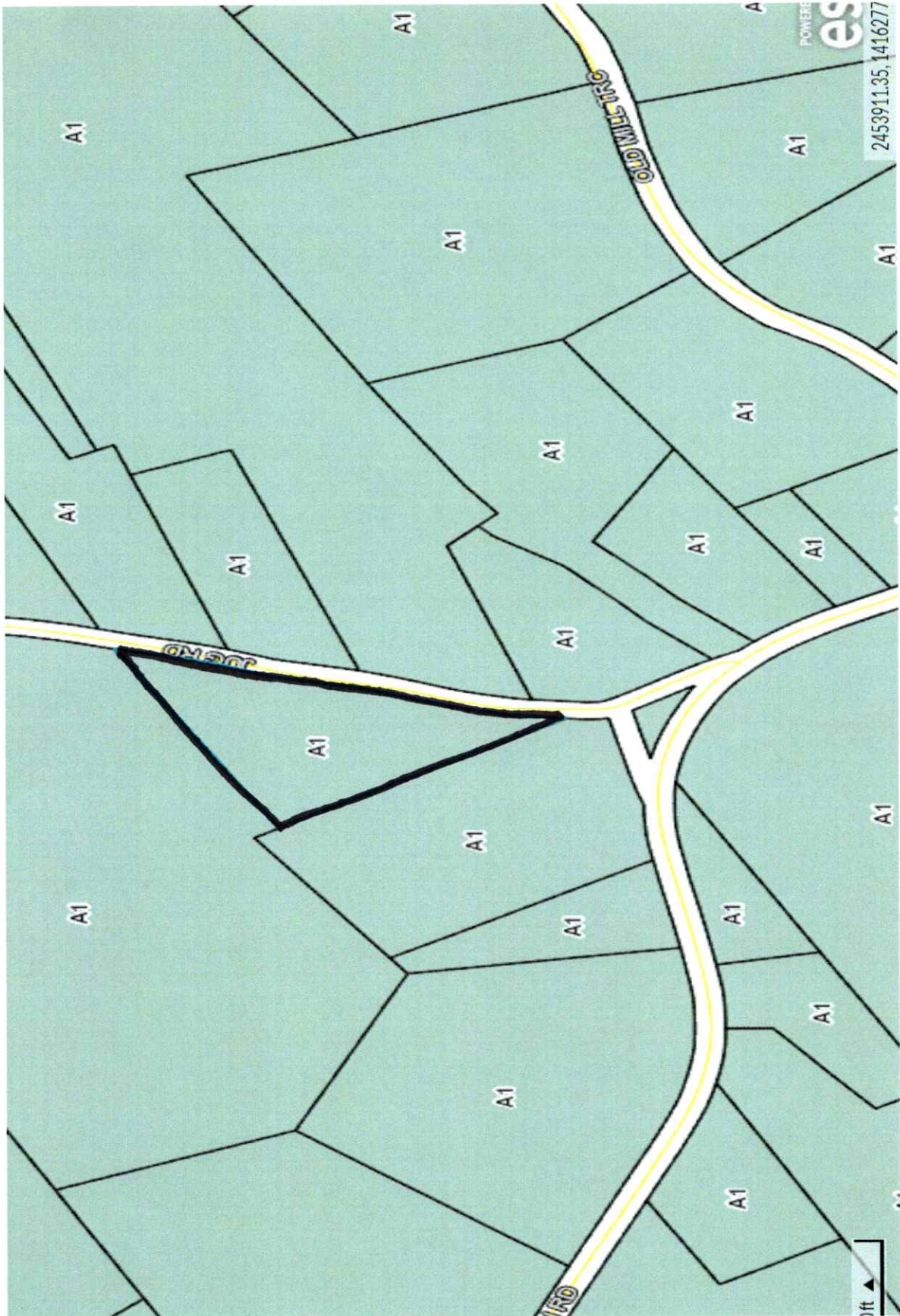
CU21040001 - 2190 Jug Road



CU21040001 - 2190 Jug Road



CU21040001 – 2190 Jug Road



Rezone Z21030019 Staff Analysis

Commission District: 1 Warren

Planning Commission Hearing Date: 05-06-2021

Board of Commissioners Hearing Date: 06-01-2021

Parcel ID: Map C0610090

Acreage: 5.26

Applicant:
Atlanta's Best Construction Inc.
1630 New Hope Church Road
Monroe, Georgia 30656

Owner:
Atlanta's Best Construction Inc.
3135 Double Springs Road
Monroe, Georgia 30656

Property Location: 1630 New Hope Church Road

Current Character Area: Neighborhood Residential

Current Zoning: A

Request: Rezone 1 acre from A to R1 and 4+ acres from A to A1.

Staff Comments/Concerns:

Site Analysis: The 5.26 acre tract is located on 1630 New Hope Church Road. The surrounding properties are zoned A1 and City of Between.

Zoning History:

220120019	Atlanta's Best Construction Inc.	Rezone from A2 to A to grow & sell plants	C0610019 1630 New Hope Church Road	Approved w/conditions
-----------	----------------------------------	---	---------------------------------------	-----------------------

Conditions were:

1. LIMITED TO THE USE OF A WHOLESALE PLANT NURSERY. NO OTHER USES ALLOWED IN THE A ZONING DISTRICT SHALL BE ALLOWED ON THE PROPERTY.
2. RETAIL SALES SHALL BE PROHIBITED.
3. EQUIPMENT OR VEHICLES PARKED OR STORED ON THE PROPERTY SHALL BE LIMITED TO THOSE NECESSARY FOR THE OPERATION OF A WHOLESALERS PLANT NURSERY. NO EQUIPMENT OR VEHICLES ASSOCIATED WITH ANY OTHER BUSINESS TYPE, INCLUDING BUT NOT LIMITED TO CONCRETE INSTALLATION OR FINISHING OR A CONTRACTOR'S OFFICE, SHALL BE PARKED OR STORED ON THE PROPERTY.
4. A 30' UNDISTURBED BUFFER SHALL BE REQUIRED ADJACENT TO THE ST MARTIN ESTATES SUBDIVISION. THE BUFFER SHALL BE PLANTED WITH EVERGREEN SCREENING TREES WHERE SPARSELY VEGETATED. IF THERE ARE ANY BUILDING ENCROACHMENTS CURRENTLY EXISTING IN THE REQUIRED BUFFER THEY SHALL BE ALLOWED TO REMAIN BUT MAY NOT BE EXPANDED.
5. DRIVEWAYS SHALL BE REVIEWED FOR COMPLIANCE BY PLANNING AND DEVELOPMENT AND/OR WALTON COUNTY TRANSPORTATION.

Character Area: The character area for this property is Neighborhood Residential.

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval.

Sheriffs' Department: Will not impact the Walton County Sheriff's Office.

Water Authority: This area is served by an existing 6" diameter water main along New Hope Church Rd. (static pressure: 85 psi, Estimated fire flow available: 2,000 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues

Fire Code Specialist: No comment

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

Development Inspector: No comment received

DOT Comments: Will not require DOT coordination.

Archaeological Information: No comment received

PC ACTION 5/6/2021:

1. Rezone – Z21030019– Rezone 1 acre from A to R1 and 4+ acres from A to A1 for residential use – Applicant/Owner: Atlanta’s Best Construction Inc – Property located on 1630 Hew Hope Church Rd-Map/Parcel C0610090 – District 1.

Presentation: Chris Sands represented the case. He wants to rezone 1 acre to R1 and the remaining 4 plus acres to A1. Pete Myers asked if he wanted to sell the R1 property and build a home on the A1 property. Chris Sands stated that was correct.

Speaking: Brian Rueben VP of St Martin Estates HOA represented the community. He stated concerns that the community has and feels like the board should deny the rezone. He gave a recap of the rezone request from February of 2021 that was approved with conditions. Mr. Rueben said that the conditions haven’t been addressed and it’s negatively affecting the neighbors. He said Mr. Sands has removed many trees and dumped gravel on the property and its causing runoff that was not previously there. It’s also affecting their privacy and causing expense for landscape repairs. Mr. Adams backyard flooded due to the land topo changing. The change in topo has also affected Sweetwater Trail and St Martin Way. It also will affect property values.

Tim Hinton stated that this application was a change of zoning and the previous conditions would not apply. He verified if there had been any complaints to Code Office. Charna Parker stated yes only after this past week's rain. He also verified no permits were required for cutting trees or adding gravel. Charna Parker stated that was correct.

Mr. Sands came back for rebuttal. He stated that there were no issues with water until the Adams' changed their fence. He said the old fence had a dirt berm they removed causing increased water flows.

Recommendation: Pete Myers made a motion to recommend approval as submitted with a second by Timothy Kemp. John Pringle opposed.

Rezone Application # Z 21030019

Planning Comm. Meeting Date 5-6-21 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 6-1-21 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel 0616090

Applicant Name/Address/Phone #

Atlanta Best Construction inc
1630 New Hope Church Rd
Morrow, GA 30656

Property Owner Name/Address/Phone

Atlanta Best Construction inc
3135 Dunwoody Rd
1630 New Hope Church Rd
Morrow, GA 30656

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

Phone # 404-597-6549

Phone # SAME

Location: 1630 New Hope Church Rd. Requested Zoning A2A1R1 Acreage 5.26

Existing Use of Property: Zone A

Existing Structures: 3 bedroom home

The purpose of this rezone is to split property to Rezone to Residential

Property is serviced by the following:

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

Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature [Signature] Date 3/16/21 Fee Paid \$ 250.00

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

Office Use Only:

Existing Zoning A Surrounding Zoning: North A1/Between South Between
East Between West Between

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

Commission District: 1-Warren Watershed: Alcovy River TMP _____

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

A-2

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

no

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

no

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

split to 2 Residential properties
A1 & R1

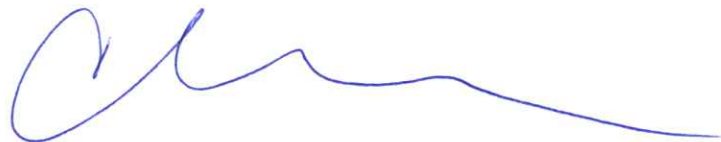
5. The suitability of the subject property for the zoned purposes; and

Chart

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

N/A

I'm returning to A1/R1 because
I want it to be Residential
Only. I'm selling R1 property
and plan to build my home on
A1

A handwritten signature in blue ink, consisting of a large, stylized initial 'C' followed by a long, horizontal, wavy line that tapers to the right.

Z21030019 – 1630 New Hope Church Road



Z21030019 – 1630 New Hope Church Road



Z21030019 – 1630 New Hope Church Road



Z21030019 – 1630 New Hope Church Road





Tracie Malcom <tracie.malcom@co.walton.ga.us>

Re: Rezone Z21030019 - 1630 New Hope Church Road

1 message

Between Mayor <betweengamayor@gmail.com>
To: Tracie Malcom <tracie.malcom@co.walton.ga.us>

Thu, Apr 15, 2021 at 2:15 PM

I have turned this over to the Saint Martin Estates Homeowners Association. I do not have time to deal with this non-town limit rezoning at this time. I will say that I don't think there is any issue with the A to R1 rezoning for the one acre. There is a problem with the rezoning from A to A1. It Board of Commissioner rejected this when the applicant tried this last time. It appears that this is being done again to try to bypass the restrictive conditions the Planning Commission place on the property when he wanted to rezone it from A1 to A. This is my personal opinion but I will let the HOA Board deal with this. Thanks for making me aware of this issue. I will pass this on to the HOA.

On Thu, Apr 15, 2021 at 10:53 AM Tracie Malcom <tracie.malcom@co.walton.ga.us> wrote:

Mayor Post: I am sending you this Rezone to see if you had any comments that you wanted me to add to the case.

Attached is the Rezone. Mr. Sands wants to rezone 1 acre from A to R1 - He wants to sell this. He also wants to rezone 4+ acres from A to A1 for residential use.

-

Tracie Malcom
Zoning Coordinator
Walton County Planning & Development
303 S Hammond Drive, Suite 98
Monroe, GA 30655
770/267-1319
Fax#770/267-1407
tracie.malcom@co.walton.ga.us
www.waltoncountyga.gov

**Rezone Z21030021
Staff Analysis**

Commission District: 1 Warren

Planning Commission Hearing Date: 05-06-2021

Board of Commissioners Hearing Date: 06-01-2021

Parcel ID: Map C0440013K00

Acreage: 1.20

Applicant:

**Alic Scrinic
6365 Highway 81
Loganville, Georgia 30052**

Owner:

**Donna Shave & Roland Lanctot Trustees
1767 Sunset Ridge Drive
The Villages, Florida 32162**

Property Location: Nathan Boulevard

Current Character Area: Highway Corridor

Current Zoning: B1

Request: Rezone 1.20 from B1 to B3 to park tractor trailers.

Staff Comments/Concerns:

Article 6 - Outdoor Storage (20)

A. Outdoor storage yards shall be set back at least 15 feet from any side or rear property lines.

B. Use shall be screened by a solid fence at least eight (8) feet high.

- C. The setback distance shall be appropriately landscaped to provide a vegetative screen.
- D. Outdoor storage shall not be located in any required front yard building setback area.

Site Analysis: The 1.20 acre tract is located on Nathan Boulevard. The surrounding properties are zoned A1, M1, B1 and B3.

Zoning History:

96461 NATHAN CASWELL W19/118 A-1/R-1 TO B-1 APPROVED

Character Area: The character area for this property is Highway Corridor.

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends that a commercial driveway be installed if approved.

Sheriffs' Department: Will have no impact on the Walton County Sheriff's Office.

Water Authority: This area is served by an existing 8" diameter water main along on Nathan Blvd. (static pressure: 60 psi, Estimated fire flow available: 1,300 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues

Fire Code Specialist: Provide a fire hydrant within 500 ft. of the building.

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

Development Inspector: No comment received

DOT Comments: May require GDOT coordination.

Archaeological Information: No comment received

PC ACTION 5/6/2021:

1. Rezone – Z21030021– Rezone 1.20 acres from B1 to B3 to park tractor trailers – Applicant: Alic Scrinic/Owners: Donna Shave & Roland Lanctot Trustees – Property located on Nathan Blvd-Map/Parcel C0440013K00 – District 1.

Presentation: Alic Scrinic represented the case. He is buying the property and wants to park tractor trailers for his business and plans to build small warehouse in the future.

Pete Myers asked if he understood the restrictions for outdoor storage. Alic Scrinic stated that he understood.

Speaking: None.

Recommendation: Pete Myers made a motion to recommend approval as submitted with a second by John Pringle. The motion carried unanimously.

Rezone Application # Z21030021

Planning Comm. Meeting Date 5/6/2021 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 6/1/2021 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0440013 K00

Applicant Name/Address/Phone #

Alic Serinic
6365 HWY 81
Loganville GA 30052

Property Owner Name/Address/Phone

Donna SHAVE
Roland Lanctot
1767 sunset Ridge DR
THE Villages 32162
(If more than one owner, attach Exhibit "A")

Phone # 678-717-8668

Phone # 352-391-1063

Location: NATHA BLVD Requested Zoning B3 Acreage 1.20

Existing Use of Property: VACANT

Existing Structures: VACANT

The purpose of this rezone is Rezone from B1 to B3 FOR
outside storage (parking of tractor trailers)
building WHAREHOUSE in the future

Property is serviced by the following:

Public Water: Provider: _____ Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: _____

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

Signature [Signature] Date 03-26-21 Fee Paid \$ 400.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only

Existing Zoning B1 Surrounding Zoning: North AIR1 South MIB3
East B1 West M1

Comprehensive Land Use: Highway Corridor **DRI Required?** Y _____ N

Commission District: 1-Warren Watershed: Alcovy River ^{W-P1} TMP

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

Business

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

will add value

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

n/a

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

Gain to the public

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

It's suitable because business
is all around

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

Since 2004

**AUTHORIZATION
BY PROPERTY OWNER**

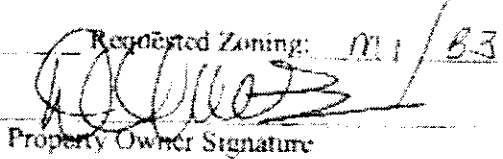
I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia

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

Name of Applicant: ALIC SCRINIE
Address: 6365 HWY 81 Loganville GA 30052
Telephone: 678-717-8668
Location of Property: LOT 19 NATURAL BLVD
LOGANVILLE, GA 30054
Map/Parcel Number: C044013400

Current Zoning: B1


Property Owner Signature

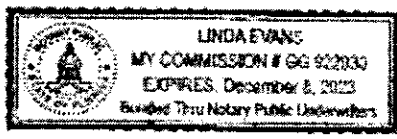
Requested Zoning: M1/B3

Property Owner Signature

Print Name: ROLANDA LOWDER
Address: 1767 SUNSET RIDGE DR
32162
Phone #: 352-391-1063

Print Name: DONNA SHAVE
Address: 1767 SUNSET RIDGE DR
32162
Phone #: 352-391-1063

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


Notary Public 3-24-21
Date



by means of
 physical presence or
 online notarization

A.C.E.
ACCLOY CONSULTING ENGINEERING AND ASSOCIATES, LLC.
 1100 Peachtree Street, N.E.
 Atlanta, Georgia 30324
 Phone: 404.525.1100
 Fax: 404.525.1101
 www.ace-engineering.com

6-2021

The owner and any applicable jurisdictions, agencies, departments, and authorities, are hereby notified that the information shown on this plan was prepared by the engineer and is based on the information provided by the owner and any applicable jurisdictions, agencies, departments, and authorities.



CONCEPTUAL PLAN

PROPOSED SCRINIC'S WAREHOUSE

PARCEL: 09-44013000
 LAND LOT: 76 & 77
 DISTRICT: 4TH
 NATHAN BOULEVARD
 WILKINSON COUNTY, GA

DATE: 2/12/2021
 SCALE: 1" = 20'

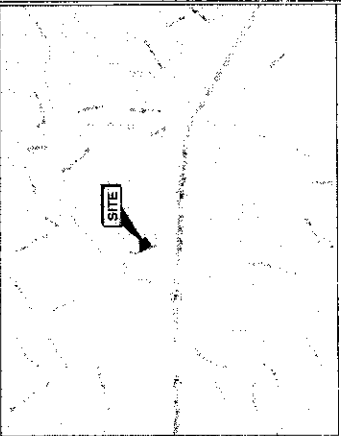
OWNER / DEVELOPER

DOWNIE SHAVE &
 ROLAND J LUNCYOT
 70 SUNSET RIDGE DR
 THE HILLOCKS FL 32112

24-HOUR EMERGENCY CONTACT
 ALIC SCRINIC
 678-217-4868
 alic@scrinics.com

NO.	DATE	DESCRIPTION

JOB NO. & 15-111
 C-1



VICINITY MAP NOTES

SITE ANALYSIS

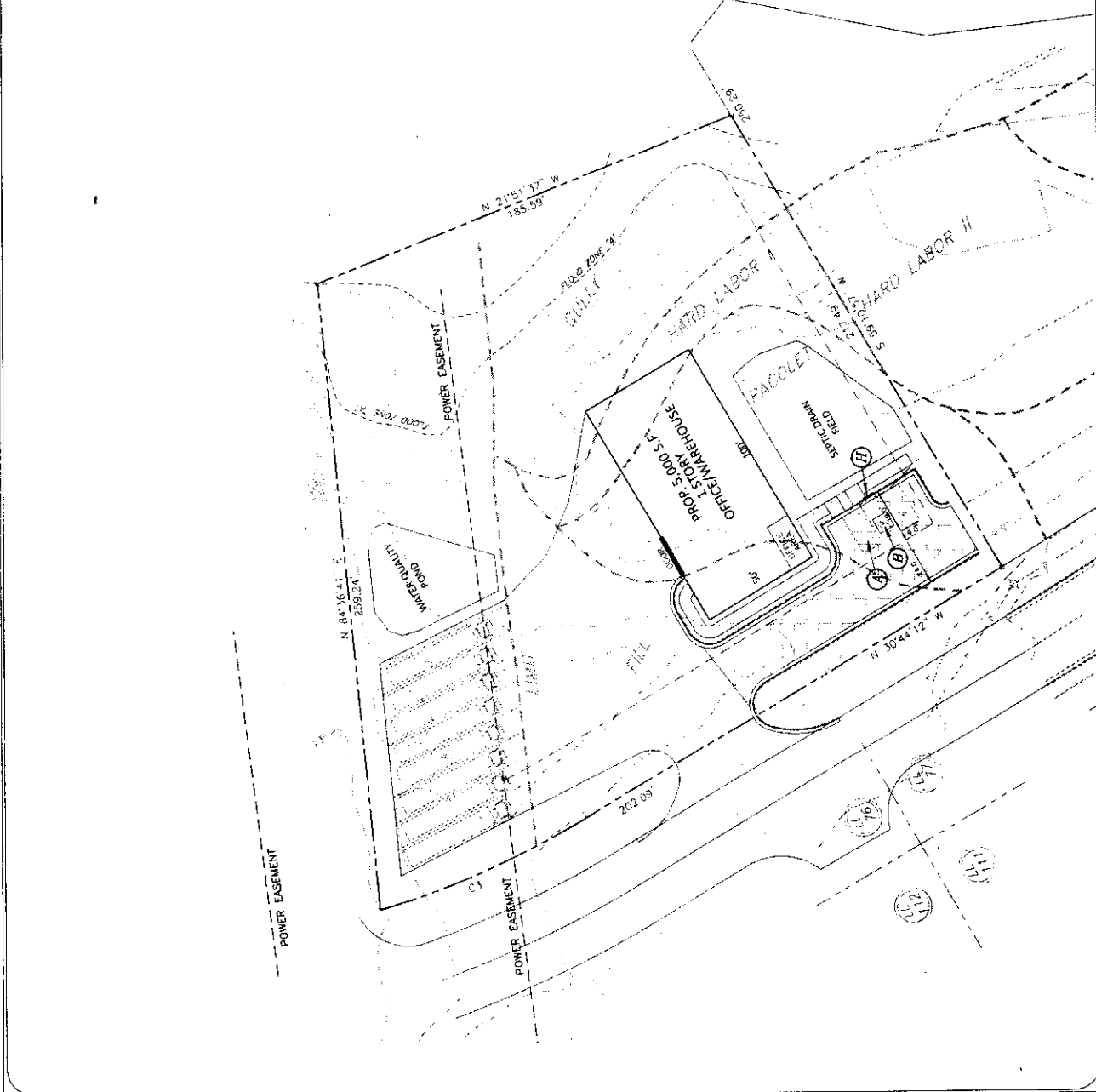
PROP. OFFICE/WAREHOUSE	5,000 S.F.
OFFICE	200 S.F.
WAREHOUSE	4,800 S.F.
TOTAL AREA ZONED	1.20 AC.
	B-1, WP-1.

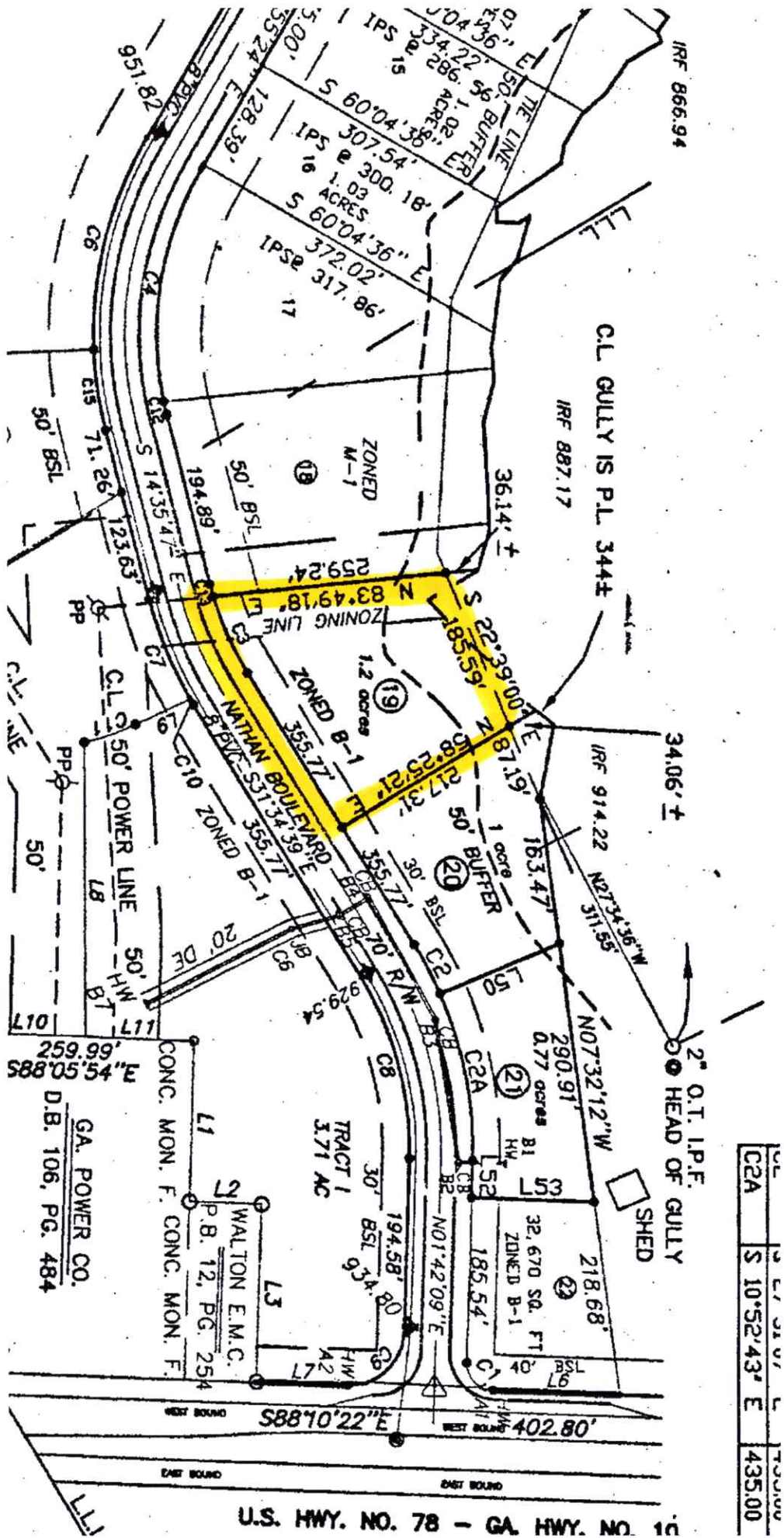
REQUIRED	1 SPACES
1.0 SP./200 S.F. OFFICE	5 SPACES
1.0 SP./1,000 S.F. WAREHOUSE	6 SPACES
TOTAL REQUIRED	12 SPACES
TOTAL PROVIDED	12 SPACES
H.C. SPACES REQ.	1 SPACES
H.C. SPACES PROVIDED	1 SPACES

PAVEMENT LEGEND

- CONCRETE PAVEMENT
- PERMEABLE PAVEMENT

GEORGIA811
 www.Georgia811.com





C2A	S 10°52'43" E	435.00
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U.S. HWY. NO. 78 - GA. HWY. NO. 10

I need a space to park my trucks and trailer (outside storage) and planning to build a warehouse in the future to expand my business.

Alic Scrinic



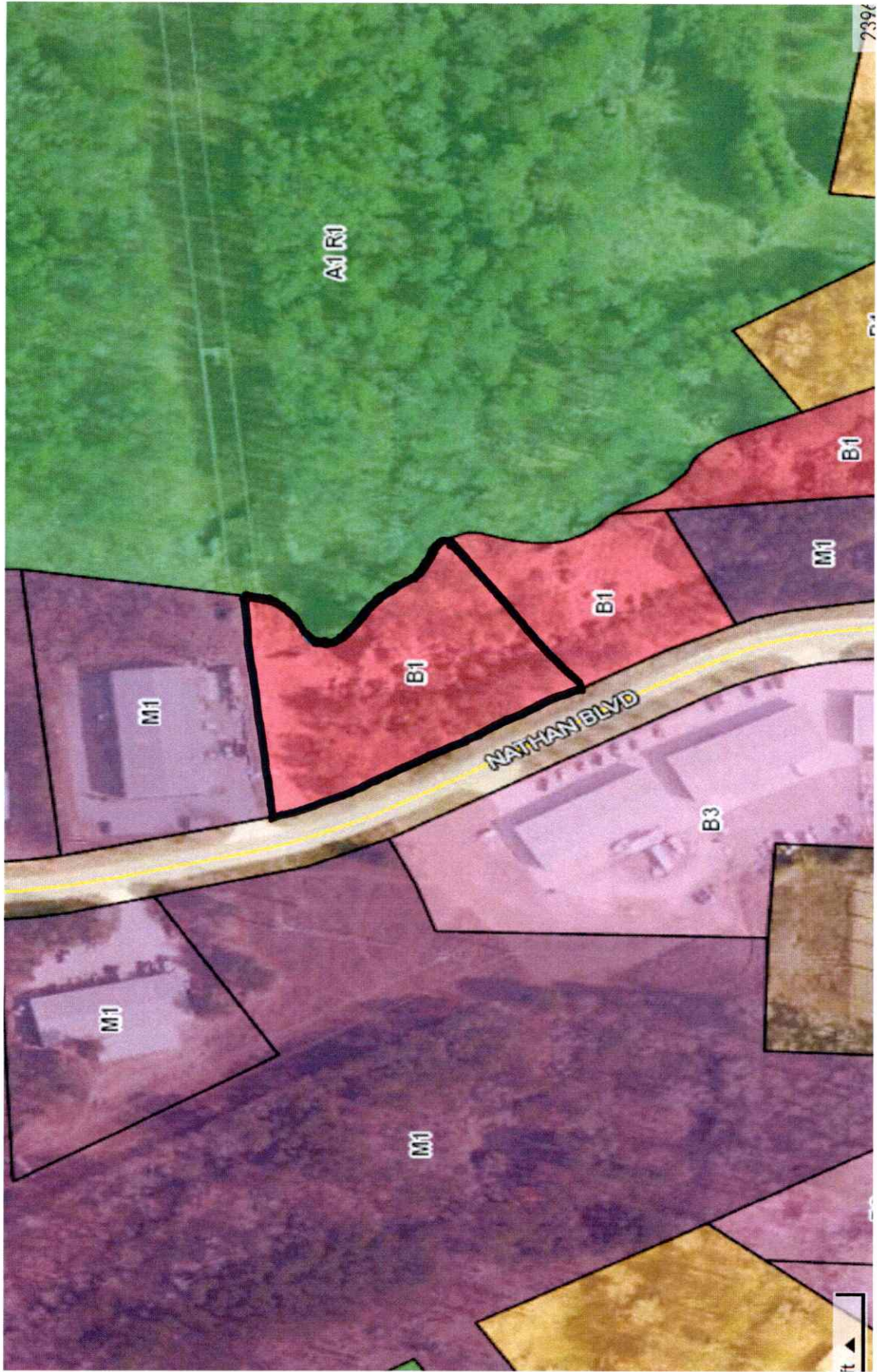
Z21030021 – Nathan Boulevard



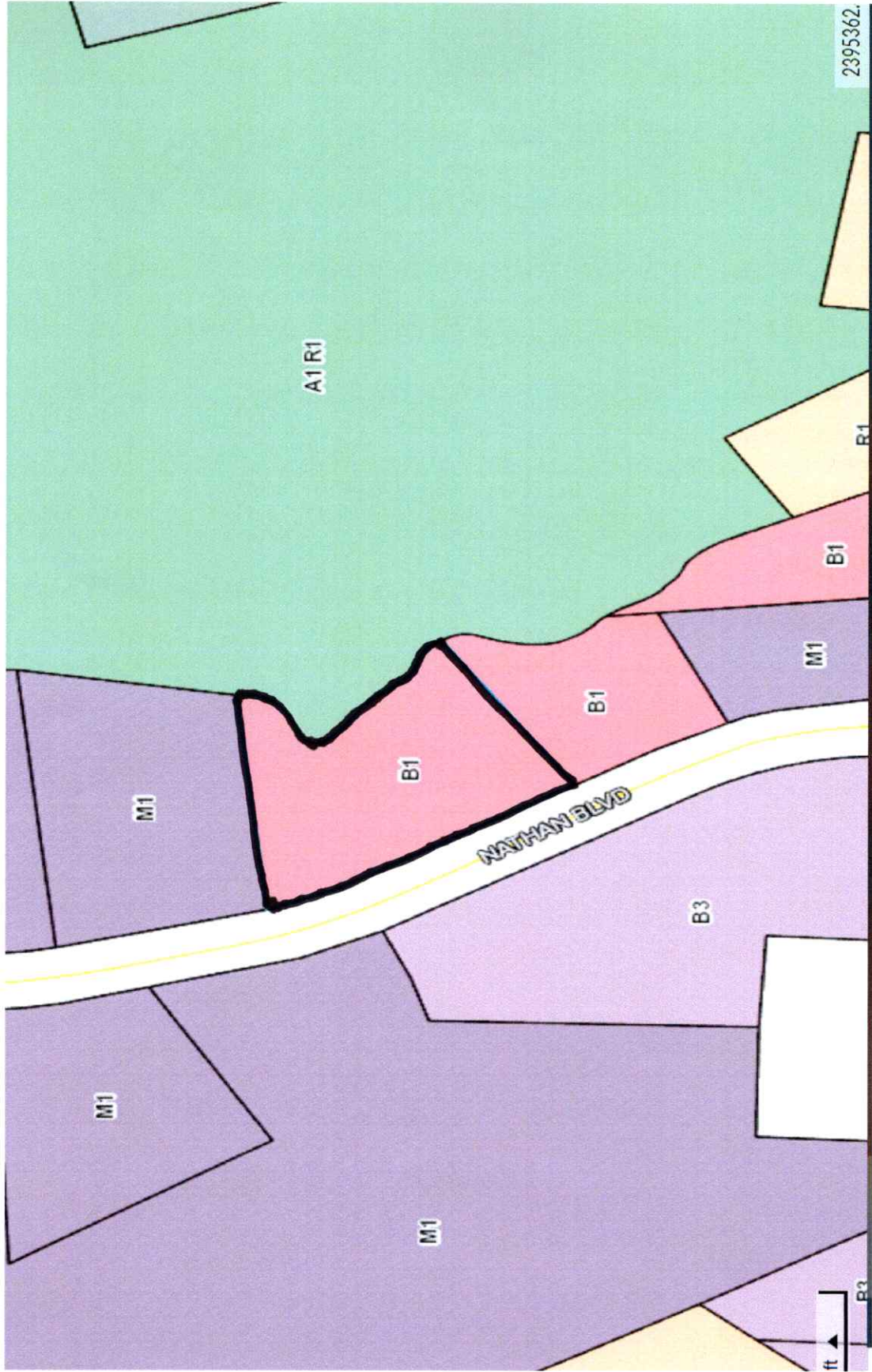
Z21030021 – Nathan Boulevard



Z21030021 – Nathan Boulevard



Z21030021 – Nathan Boulevard



Z21030021 – Nathan Boulevard



Rezone Z21030022 Staff Analysis

Commission District: 4 - Bradford

Planning Commission Hearing Date: 05-06-2021

Board of Commissioners Hearing Date: 06-01-2021

Parcel ID: Map C1680054A00

Acreage: 5.70

Applicant:

**Michael Brandenburg
2710 Hester Town Road
Monroe, Georgia 30655**

Owner:

**Michael & Leigh Ann Brandenburg
2710 Hester Town Road
Monroe, Georgia 30655**

Property Location: 2710 Hester Town Road

Current Character Area: Suburban

Current Zoning: R1

Request: Rezone 5.70 acres from R1 to A1 to have animals (2 miniature donkeys).

Staff Comments/Concerns:

Site Analysis: The 5.70 acre tract is located on 2710 Hester Town Road. The surrounding properties are zoned R1, A1 and A2.

Livestock, Quarters and Enclosures (1)

- A. No animal quarters are to be located closer than 50 feet to any property line.
- B. Adequate off-street parking shall be provided for livestock trailers, recreation vehicles, etc. associated with the proposed use in addition to the minimum requirements of this Ordinance.
- C. When such a use is located in zoning districts other than the Agricultural A District, the maximum number of large, hooved livestock, including but not limited to cows, hogs, horses and llamas, shall be equal to two (2) animals per fenced acre. In the A-Agricultural District, the maximum number of large hooved livestock shall be equal to (5) animals per fenced acre.
- D. When such a use is located in zoning districts other than the Agricultural A District, the maximum number of small hooved livestock shall be equal to four (4) animals per fenced acre. (10-2-07)
- E. No free-range poultry shall be permitted within any platted subdivision. (2013)
(See Poultry)

Zoning History: No History

Character Area: The character area for this property is Suburban.

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval.

Sheriffs' Department: Will not have an impact on the Walton County Sheriff's Office.

Water Authority: This property is not currently served by the WCWD.

Fire Department: No issues

Fire Code Specialist: No comment

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

Development Inspector: No comment received

DOT Comments: Will not require GDOT coordination.

Archaeological Information: No comment received

PC ACTION 5/6/2021:

1. Rezone – Z21030022– Rezone 5.70 acres from R1 to A1 for animals – Applicant: Michael Brandenburg/Owners: Michael & Leigh Ann Brandenburg – Property located on 2710 Hester Town Rd-Map/Parcel C1680054A00 – District 4.

Presentation Michael and Leigh Brandenburg represented the case. They want to rezone the property from R1 to A1 in order to have 2 miniature donkeys. They stated that the entire property is fenced.

Speaking: None

Recommendation: Brad Bettis made a motion to recommend approval for 4 miniature donkeys with a second by John Pringle. The motion carried unanimously.

Rezone Application # 221030022 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 5/6/2021 at 6:00PM held at WC Board of Comm. Meeting Room
Board of Comm Meeting Date 6/1/2021 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C1680 054 A00

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Michael Brandenburg
2710 Hester Town Rd.

Michael + Leigh Ann Brandenburg
2710 Hester Town Rd.

Monroe Ga. 30055

Monroe Ga. 30055

E-mail address: mikeandlab@bellsouth.net

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

Phone # 678-878-0026

Phone # 404-277-4847

Location: 2710 Hester Town Requested Zoning A1 Acreage 5.70

Existing Use of Property: Home - House - Garage

Existing Structures: House - small barn

The purpose of this rezone is We would like to get
2 miniature Donkey's

Property is serviced by the following:

Public Water: _____ Provider: _____ Well:

Public Sewer: _____ Provider: _____ Septic Tank:

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

Michael E. Brandenburg
Signature

3-26-2021
Date

\$ 250.00
Fee Paid

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning R1

Surrounding Zoning: North R1A1 South A1A2
East A1 West R1

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

Commission District: 4-Bradford Watershed: TMP

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

Residential + Agricultural

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

In no way - Property is
well kept + maintained
Fencing around all 5.70 acres.

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

In no way

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

no gain + no hardship

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

Small Barn + Donkey corral

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

0

March 26, 2021

Walton County Planning and Development,

We have 5.70 acres on Hester Town Rd. Monroe Ga. 30655.

We built a house and separate Garage in 2017. I would like to get 2 miniature

Donkey's to enjoy on our property. We have a nice wooded property

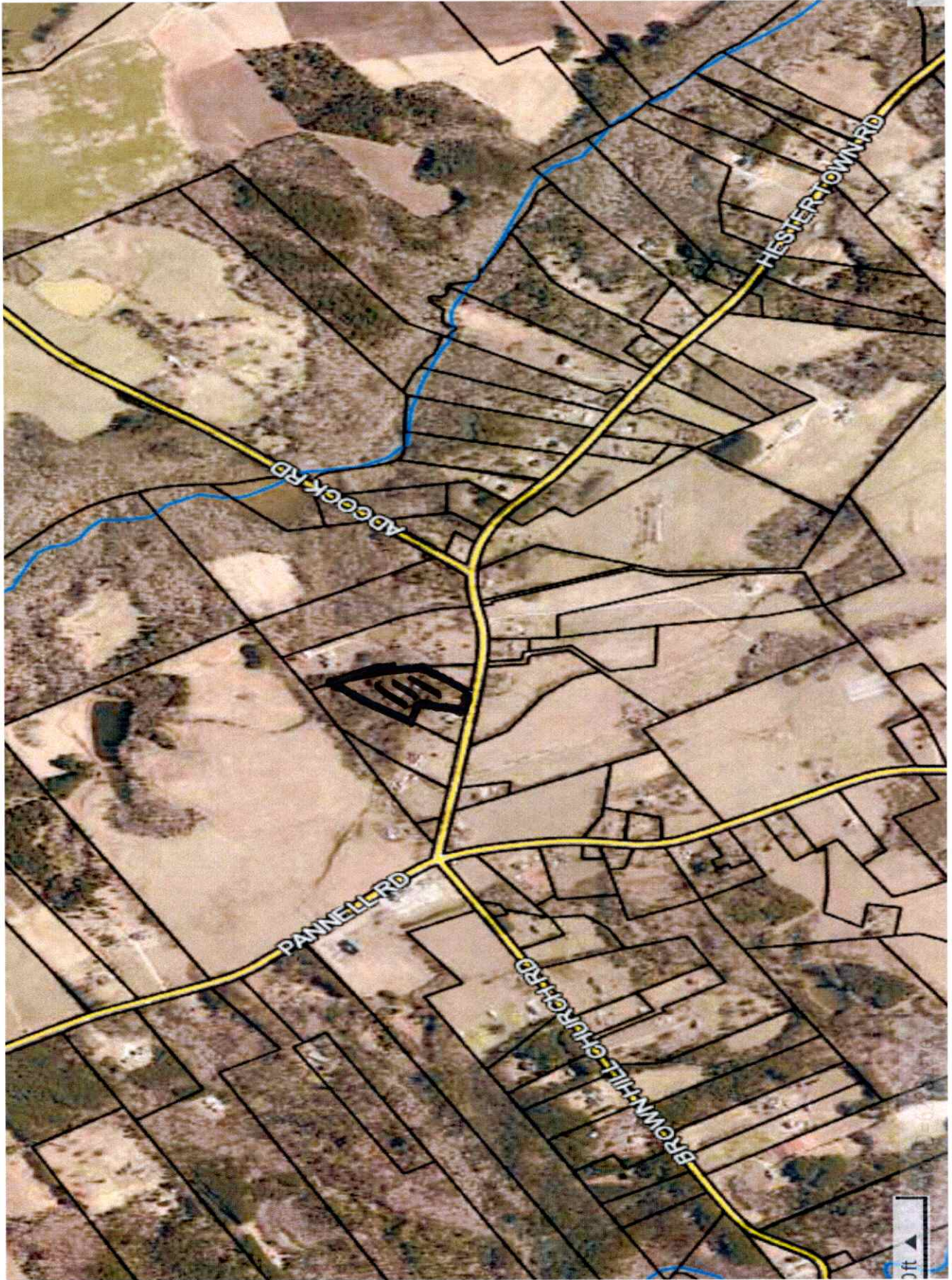
That is completely fenced. With a nice Barn and Corral for the Donkey's.

Thank you for your consideration,

Michael Brandenburg

A handwritten signature in black ink that reads "Michael E. Brandenburg". The signature is written in a cursive style with a large, sweeping flourish at the end.

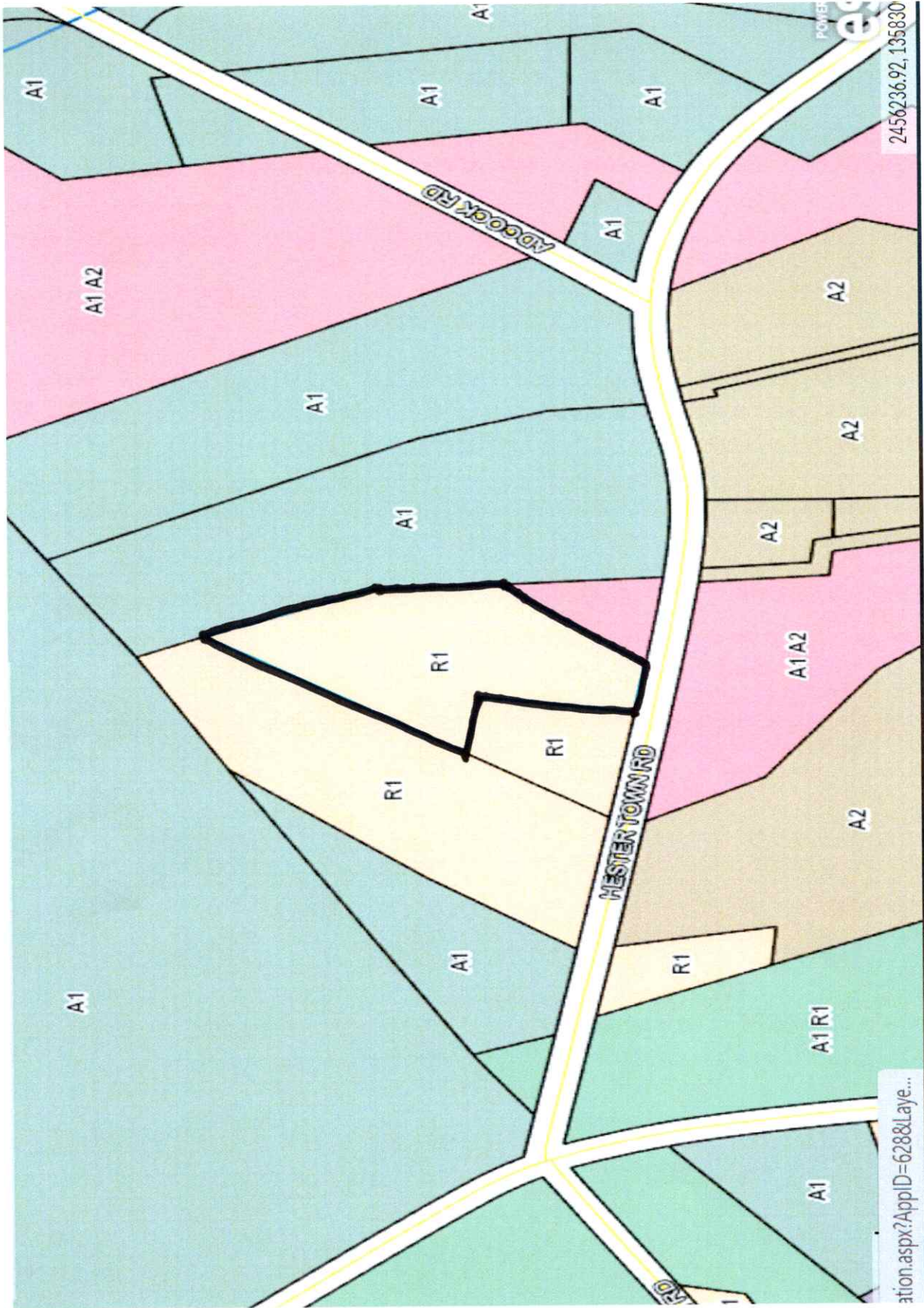
Z21030022 – 2710 Hester Town Road



Z21030022 – 2710 Hester Town Road



Z21030022 – 2710 Hester Town Road



Rezone Z21040002 Staff Analysis

Commission District: 4 - Bradford

Planning Commission Hearing Date: 05-06-2021

Board of Commissioners Hearing Date: 06-01-2021

Parcel ID: Map C1400021

Acreage: 10.467 acres

Applicant:

Angela McDowell

4492 Beacon Hill Drive, SW
Lilburn, Georgia 30047

Owner:

Superior Teleservice Group

191 East Hightower Trail
Social Circle, Georgia 30025

Property Location: 376 Highway 11

Current Character Area: Neighborhood Residential

Current Zoning: A1

Request: Rezone 10.467 acres from A1 to B2 for outdoor event center (weddings, community festivals, and small theatrical & musical productions.)

Amphitheater/Stadium/Concert Hall (18)

- A. Walton County Board of Education schools are exempted from these use standards.
- A. A traffic study and Development of Regional Impact review application shall be completed as required in Appendix D and Article 8, Section 120 of this Ordinance. (Attractions and Recreational Facility with 1,600+ parking spaces or 6,000 seats.)
- C. All structures shall be located and all activities shall take place at least 100 feet from any property line adjacent to a residential zone or use.

D. A minimum buffer shall be required adjacent to any residential use or zone as required in Article 12.

Site Analysis: The 10.467 acre tract of land is located on 376 Highway 11 SW. The surrounding properties are zoned A1, A1 and B1.

Zoning History:

CU-01100007	Mao Lo	A-1 Church	C0140-21 pt Hwy 11 1,600 ft N Whitney Road	Approved
Z02050010	M.C.R. Properties	A-1 to R-1 Greenspace P.U.D. Res Sub 63.48	C0140-21 376 Highway 11S	Withdrawn 6/11/2002
CU04030016	Fellowship Baptist Church	Cond Use Church 12.949	C0140-21 spl Highway 11	Approved

Character Area: The character area for this property is Neighborhood Residential.

Staff Comments: All structures shall be located and all activities shall take place at least 100 feet from any property line adjacent to a residential zone or use.

Site plan shows 29 (12'x12') pergolas (4,176 sq ft); 100 (10'x6') pads (10,000 sq ft). Based on the total square footage of 14,176 sq ft., 660 parking spaces will be required.

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval.

Sheriffs' Department: This proposal will not impact the Walton County Sheriff's Office, however the use of Walton County Sheriff's Deputies for parking will be in an off duty status. The Walton County Sheriff's Office will respond to any calls for services. Highway 11 South is a state route depending on the amount of traffic may require assistance to leave the property safely.

Water Authority: This area is served by an existing 10" diameter water main along Highway 11. (static pressure: 85 psi, Estimated fire flow available: 900 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No comment received.

Fire Code Specialist: A fire hydrant shall be located within 500 ft. of any buildings and all buildings shall be constructed in compliance with state and local building and fire codes.

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

Development Inspector: No comment

DOT Comments: Will require GDOT coordination.

Archaeological Information: No comment received.

PC ACTION 5/6/2021:

1. Rezone – Z21040002– Rezone 10.467 acres from A1 to B2 for small concert hall/outdoor event center (weddings, community festivals, and small theatrical & musical productions) Applicant: Angela McDowell/Owner: Superior Teleservice Group – Property located on 376 Highway 11-Map/Parcel C1400021 – District 4.

Presentation Angela McDowell represented the case. She wants to open an upscale outdoor event center. It would operate 3 days a week 9 months out of the year. There would be max 20 Theatrical & Musical concerts during the year. The rest of the time it would be used for Weddings and other outdoor events such as festivals. She stated that this is not a concert hall. The Theatrical area will not be seen and she has spoken with sound engineers to localize the sound so it does not disturb the neighborhood. She is aware of the concerns with the neighbors across the street with the entrance of the event center and having problems with traffic. She will always have an officer at all events to direct traffic. Ms. McDowell stated she has no intentions of bringing anything bad to the

area. Any concerts will be 3.5 hour long and on weekends only. She also stated that there will only be 300 cars max.

Timothy Kemp asked will all activities be outdoors. He stated that ½ mile away from him continental pipeline/production and the noise bothers him. He can understand why people are here with concerns. There is no ordinance for sound in our County.

Brad Bettis commented that the site plan says there will be 300 spaces for parking but the staff analyses shows 600 parking spaces required. Ms. McDowell stated she would limit the number of people for 300 parking spaces only.

Ms. McDowell stated that if you have been to Chastain Park you can barely hear the music until you are down in the park because of noise restriction developments. Brad Bettis asked about lighting. Ms. McDowell stated that the lighting will be down cased and not toward the street. Tim Hinton asked about the lighting for the parking area as well and Ms. McDowell stated yes it would be downward. Tim Hinton stated that the letter of intent does not state the hours of operation. Ms. McDowell said that there will be no sound after 10pm for all events. She stated that the County had regulations for time frame and Tim Hinton stated no the County does not have a noise ordinance that would regulate any events.

Michael Hornsby seller of the property who also still owns 65 acres of raw land beside this property spoke. He stated with the issue of sound its 1200' to the closest house. The traffic would increase but she will hire police to direct traffic. Mr. Hornsby stated that if the property was developed as a subdivision there could be 400 to 500 vehicles. He appreciates Ms. McDowell's dream.

Speaking: Larry Carnes who lives at 1077 Mill Run spoke in opposition to the rezone. He is 400-500ft off of Highway 11. He went up and down his subdivision and the subdivision beside him and down Whitney Road, no one is in favor of this rezone. He said that the sound will echo and travel through the woods. If its max 300 cars it could be 600-1200 people at any given time. He has concerns with everything being outside and with cars parked there that oil or trash would end up in Rocky Creek which dumps into the reservoir. He also has concerns with traffic and if they miss the entrance to the event center they will try to turn around in their private drive road which the County does not maintain. He asked the board to deny the rezone.

Peggy Malcom who lives on Wildwood Way asked if the parking area would be paved or dirt? Would there be any restrooms? She also stated that there is a historic cemetery down toward the creek which is a Slave Cemetery which she feels like would be destroyed if this was to be approved.

Jackie Cain who lives on Wildwood Lane had concerns about traffic issues and property values decreasing.

Angela McDowell came back for rebuttal to address the concerns. She stated hiring officers is just for safety. The 20 events are for concerts & Theatrical only

the other events will be weddings or festivals. The parking area will be paved and there will be restrooms on site. She is limiting it to 500 people and plans to add a building at a later date. There will be no trash left. She will have a company to help clean up the area. The cars will be parked on the paved area on side and will not be close to the creek.

Recommendation Brad Bettis made a motion to recommend denial as submitted with a second by John Pringle. The motion carried unanimously.

Rezone Application # 221040002

Planning Comm. Meeting Date 5-6-2021 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 6-1-2021 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C140002

Applicant Name/Address/Phone #

Angela McDowell
4492 Beacon Hill Dr. SW
Lilburn, Ga. 30047

Phone # (404) 493-4828

Property Owner Name/Address/Phone

Superior Teleservice Group
191 East Hightower Trail
Social Circle, Ga. 30025

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

Phone # _____

Location: 376 Highway 11 Requested Zoning B2 Acreage 10.467

Existing Use of Property: Vacant

Existing Structures: No existing structures.

The purpose of this rezone is To utilize the property for an outdoor event center, which will be used to host weddings, (April-Sept) small theatrical, musicals productions (Apr-Oct) and some holidays. The business will be closed, otherwise (Dec-Mar)
Property is serviced by the following:

Public Water: Provider: Walton County Water Dept. Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: _____

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

Signature Angela McDowell Date 4-5-2021 Fee Paid \$ 250.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North A2 South A1 A2 J B1
East A1 West A1

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

Commission District: 4-Bradford Watershed: Hard Labor Creek TMP _____

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

A1, A2 and B1.

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

This facility will increase the property value. The rezoning will not affect the zoning of nearby properties. There is currently a few properties already zoned B1 which is in relation to the rezoning of B2, which I'm requesting.

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

✓ There will be no destruction of property values of any said plaintiffs. There will also be no health or safety issues placed upon any plaintiffs, their morals and general welfare

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

If would be a gain. No hardship will be imposed upon the individual property owners.

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

The property grounds are currently suitable for the proposed rezoning, and will be further developed and enhanced once the rezoning is approved.

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.

10 years.

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: Angela McDowell

Address: 4492 Beacon Hill Drive, SW
Lilburn, GA 30047

Telephone: 404-493-4828

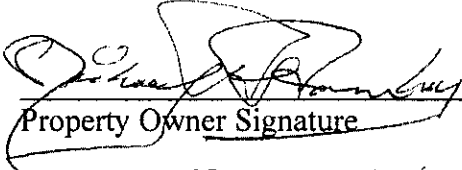
Location of Property: 376 Highway 11 South
Monroe, GA 30655

Map/Parcel Number: C1400021

Change zoning to B-2 AM MH

Current Zoning: A1

Requested Zoning: ~~No change in zoning. Requesting~~
~~Conditional Use Permit.~~


Property Owner Signature

Property Owner Signature

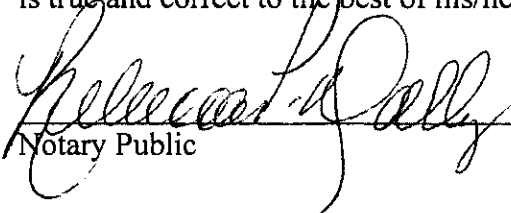
Print Name: MICHAEL H. HORNSBY*
191 East Hightower Trail
Address: Social Circle, GA 30025

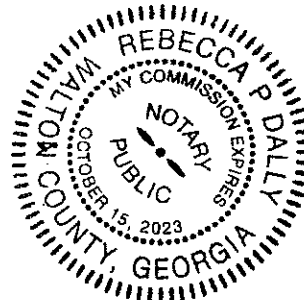
Print Name: _____
Address: _____

Phone #: 863-660-0553

Phone #: _____

* AS PRESIDENT OF
SUPERIOR TELESERVICE CORP,
Personally appeared before me and who swears
that the information contained in this authorization
is true and correct to the best of his/her knowledge.


Notary Public 3/1/21
Date



LETTER OF INTENT

March 1, 2021

Re: Letter of Intent

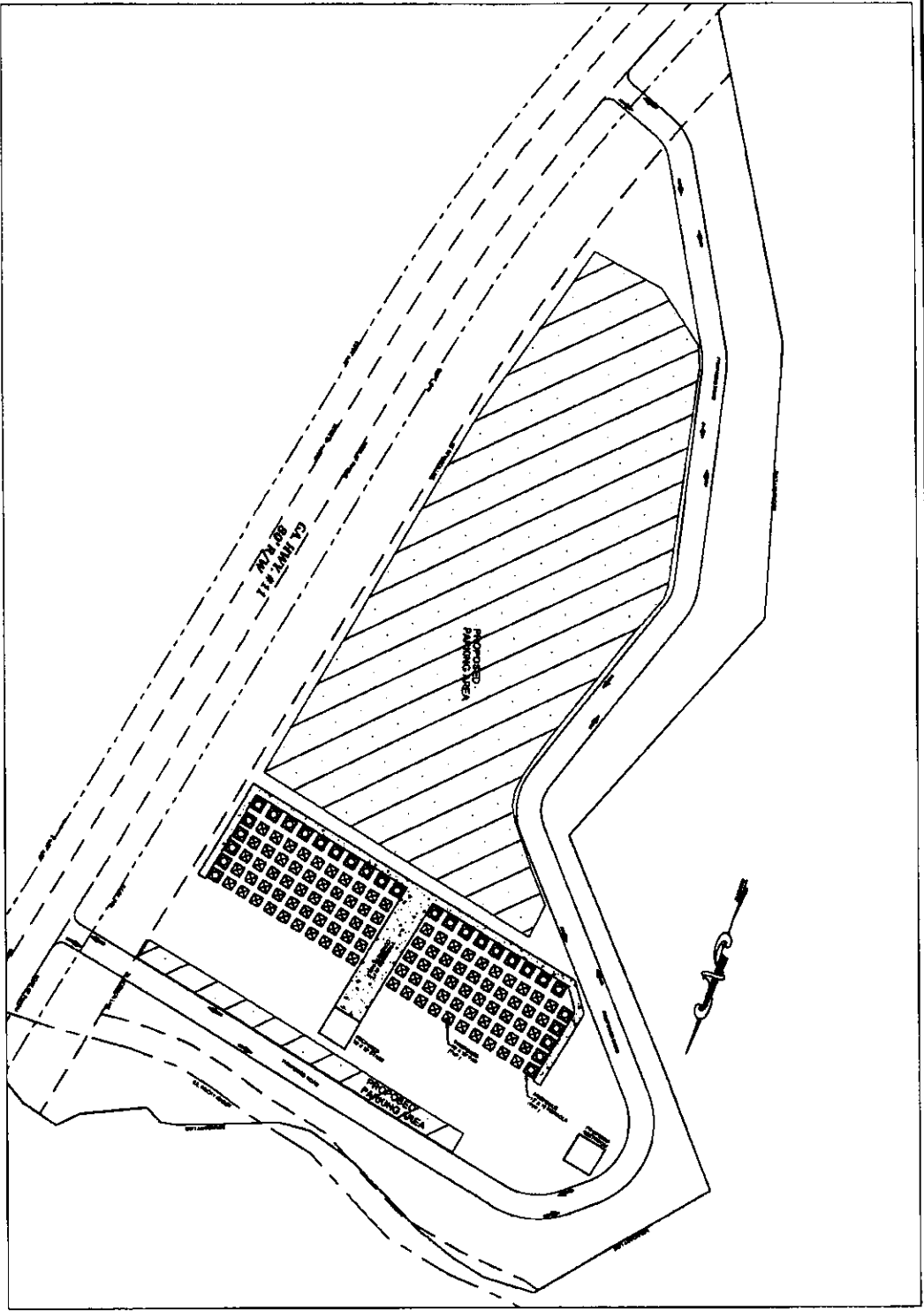
Dear Sir/Madam,

The purpose of the property at 376 Highway 11 South, Monroe, GA 30655 is to provide an upscale outdoor event center that will host elegant events, such as: weddings (April through September only), community festivals, (August through October only), and two to three small concerts/theatrical productions per designated months (May through October only). There will not be events held during November through February, with the exception of specific holidays. Also please note the following:

- **There will never be any events that will interfere with church services** in relation to noise levels and/or traffic being held on Sundays from the hours of 7:00 am to 1:00pm.
- Traffic will always be at a minimum, as there will only be 300 parking spaces at the venue.
- There will never be any interference or blockage of Wildwood Road, (twenty-two residence) located nearby, across the road from the event center. Though, their property do not touch the property of the proposed event center, I still want to be respectful of the homeowners.
- **There will always be a local sheriff or police officer on duty to conduct traffic during all events.**
- There will always be open lines of communication with the nearby neighborhoods and community to assure that the proposed event center, if approved for rezoning, is living up to the standards and/or rules and regulations for which it was approved for.

Please let me know if you need any additional details or information.

Regards,
Angela McDowell



LEGEND	
	PROPERTY LINE
	EDGE OF PAVING
	CONTOUR LINE
	RIGHT OF WAY LINE
	SOIL TYPE LINE
	DRAINAGE IN ONLY
	TREE
	IF X 1/2" DIA
	IF X 1/2" PERIOD

GENERAL NOTES

- PROPERTY LINES SHOWN BY THIS ACUTE.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

FUNDING - PRIVATE

SHEET 1 OF 1	376 HWY. #11			REV	DATE	DESCRIPTION
	SITE PLAN			1	FORWARD	FINAL DESIGN COMPLETE
WATON COUNTY			DRAWING NO: BASEMAP.DWG			
DATE: 02/26/2021		PARCEL: 0C1400021	SCALE: 1" = 50'			

ANGELA MCDOWELL
404-493-4828

LEGEND

- P.E. - PERMANENT EASEMENT
- C.E. - CONSTRUCTION EASEMENT
- E.E. - EASEMENT EVIDENCE
- M.B. - MOUND BENCH
- C.B. - CATCH BASIN
- R/W - RIGHT OF WAY
- D.E. - DRAINAGE EVIDENCE
- E.L. - ELEVATION LINE
- G. - GAGE
- R.C.P. - REINFORCED CONCRETE PIPE
- C.M.P. - CORRUGATED METAL PIPE
- L. - LAND LOT
- L.L. - LAND LOT LINE
- C.L. - CENTER LINE
- M. - MOUND
- P. - PILE POINT
- W. - WATER VALVE
- C.C.D. - CROSSING CONTROL DEVICE
- N.B.S. - SIGN TYPE


EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH WOULD DISCLOSE.

THIS PLAN SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS AND BUFFERS SHOWN OR NOT SHOWN ON THIS SURVEY.

NO EXISTING NATIONAL GEODETIC SURVEY MONUMENT HAS FOUND TO BE WITHIN 500' OF SUBJECT PROPERTY.

REF. PLAN BY WOLF MEYER & WHEELER FOR FRANCES WHITSON DATED 2/11/2001.

REF. PLAN BY US FOR MR. JACKSON DATED 8/21/2001.



NUMBER	CHORD DIRECTION	CHORD LENGTH	ARC LENGTH	BACKSIGHT
CURVE 1	S 18°17'27" W	442.47	442.57	1943.73

LOCATION SKETCH
NTS

SITE

PLATING RECORDED 5-22-04
AT 5145 RECORD PAGE 106
PLAT BOOK 66
WALTON COUNTY
WALTON COUNTY GEORGIA

ASST. MARY BAPTIST CHURCH
COJ 140 PARCEL 20
ZONING A-1

DANIEL T. JACKSON
COJ 140 PARCEL 8
ZONING A-1

RONALD H. WARD
MINORITY TRUST
COJ 140 PARCEL 21
ZONING A-1

RONALD H. WARD
MINORITY TRUST
COJ 140 PARCEL 21
ZONING A-1

10.467 ACRES

GA. HWY. #11
80' R/W

APPROVED FOR RECORDING

IS A
 NOT A BLENDABLE RESIDENTIAL LOT
 WITH COMMENTS NOTED BELOW

WALTON COUNTY CLERK OF SUPERIOR COURT
DATE: 5/11/04
BY: [Signature]

NUMBER	DIRECTION	DISTANCE
11	N 87°26'25" E	33.04
12	S 77°22'27" E	36.82
13	S 20°54'19" E	41.73
14	S 63°27'29" E	36.78
15	S 63°28'27" E	43.81
16	S 74°09'30" E	31.84
17	N 85°17'37" E	31.52
18	N 88°44'21" E	43.73
19	N 68°12'18" E	36.91
20	N 79°30'23" E	18.82
21	S 61°44'21" E	18.82
22	N 68°12'18" E	36.90
23	N 61°12'50" E	28.82
24	S 24°36'48" E	59.43
25	S 58°25'32" E	5.49
26	N 61°30'31" W	172.73

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SURVEY/PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF WALTON COUNTY, GEORGIA.

5/4/04
DIRECTOR OF WALTON COUNTY PLANNING DEPARTMENT

Scale: 1" = 200'

BEING A PORTION OF COJ 140 PARCEL 21...

BEING A PORTION OF COJ 140 PARCEL 21 ZONING A-1.

JOB # 04132 FILE #

RONALD H. WARD
Brewer & Dudley, L.L.C.
Civil Engineering, Land Surveying
Lead Planning, and Construction Management

100 South Tower
2000 South Tower
Way, Marietta, Georgia
30067
Phone: (770) 271-1700
Fax: (770) 271-1479

- Part of
C1400021

Z21040002 – 376 Highway 11

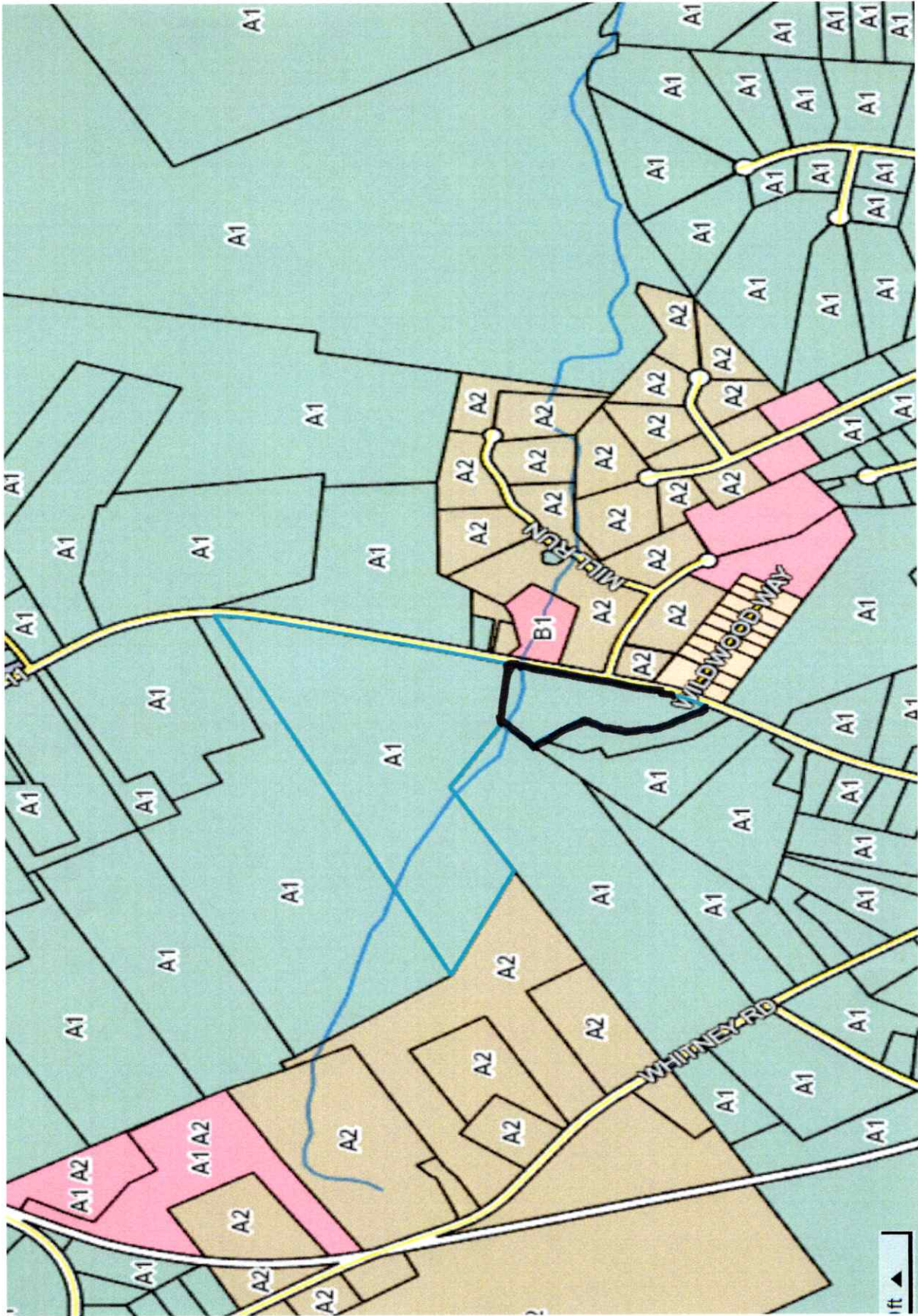


ation.aspx?AppID=628&Laye...

Z21040002 - 376 Highway 11



Z21040002 – 376 Highway 11



Letter Of Intent – 5/6/2021

Z21040602

Inbox



Angela McDowell
to me

5:07 PM (0 minutes ago)

Dear Sir/Madam,

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There will never be any interference or blockage of Wildwood Road, (twenty-two residence) located nearby, across the road from the event center. Though, their property do not touch the property of the proposed event center, I still want to be respectful of the homeowners.

There will always be a local sheriff or police officer on duty to conduct traffic during all events.

There will always be open lines of communication with the nearby neighborhoods and community to assure that

the proposed event center, if approved for rezoning, is living up to the standards and/or rules and regulations for which it was approved for.

- The event center will only be open for 9mo. / year.
- There will only be a maximum of twenty (20) concerts & ten (10) theatrical productions each year. Therefore, out of 365 days. The event center main purpose will not just serve as a concert hall, it will be an upscale place of business, that will host elegant events three (3) days a week maximum, for 9mo., out of each year.

Please let me know if you need any additional details or information.

Regards,
Angela McDowell

STATE OF GEORGIA
COUNTY OF WALTON

CASE NO. Z21010019

Rezone – Z21010019– Rezone 8.00 acres from B1 R1 to B2 for mini storage units, car lot, and conditional use for outside storage – Applicant: Devin Smith/Owner: Belshe Industries Inc. – Property located on 325 Highway 78/Bradley Gin Road/Parcel C1770035 – District 4.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF WALTON COUNTY, GEORGIA

WHEREAS, the Walton County Planning Commission held a duly advertised public hearing and filed a formal recommendation with the Board of Commissioners of Walton County upon an Application to Amend the Official Zoning Map of Walton County from B1 R1 to B2 by DEVIN SMITH for the proposed use of MINI STORAGE UNITS, CAR LOT, AND CONDITIONAL USE FOR OUTSIDE STORAGE on a tract of land containing 8.00 acres located at 325 HIGHWAY 78/BRADLEY GIN ROAD, Map/Parcel ID C1770035; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map of Walton County has been duly published in The Walton Tribune, the Official News Organ of Walton County; and

WHEREAS, a public hearing was held by the Board of Commissioners of Walton County on 05-04-2021 and objections were not filed.

NOW, THEREFORE, the Board of Commissioners of Walton County, Georgia, hereby ordains that the aforesaid Application to Amend the Official Zoning Map of Walton County from B1 R1 to B2 in Case No. Z21010019 is hereby APPROVED with the following enumerated conditions:

1. As per new site plan
2. No entry or exit on Brady Gin Road
3. No tractor trailers
4. 15 ft landscape strip between the property line and the security fence
5. The security fence to be opaque or black vinyl chain link with slats
6. Landscape as shown on site plan along entire westerly property to include:
 - a. Muskogee Crepe Myrtle or equivalent per 18 ft
 - b. 3- Tea Olive to be centered between the Crepe Myrtles 4 ft apart
 - c. 3- August Beauty Gardenia in front of the Crepe Myrtles spaced 3 ft apart
 - d. 3 – Rose Creek Abelia in front of the Tea Olives spaced 3 ft apart.

The Board of Commissioners of Walton County, Georgia further directs the County Clerk to enter upon the minutes of the meeting at which this ordinance is adopted the following: “On the 4TH day of MAY, 2021, by official action of the Board of Commissioners of Walton County, the following changes were made to the Official Zoning Map of Walton County: The zoning classification of Walton County Parcel ID# C1770035, also known as 325 HIGHWAY 78/BRADLEY GIN ROAD was changed from B1 R1 to B2 (with the following enumerated conditions:

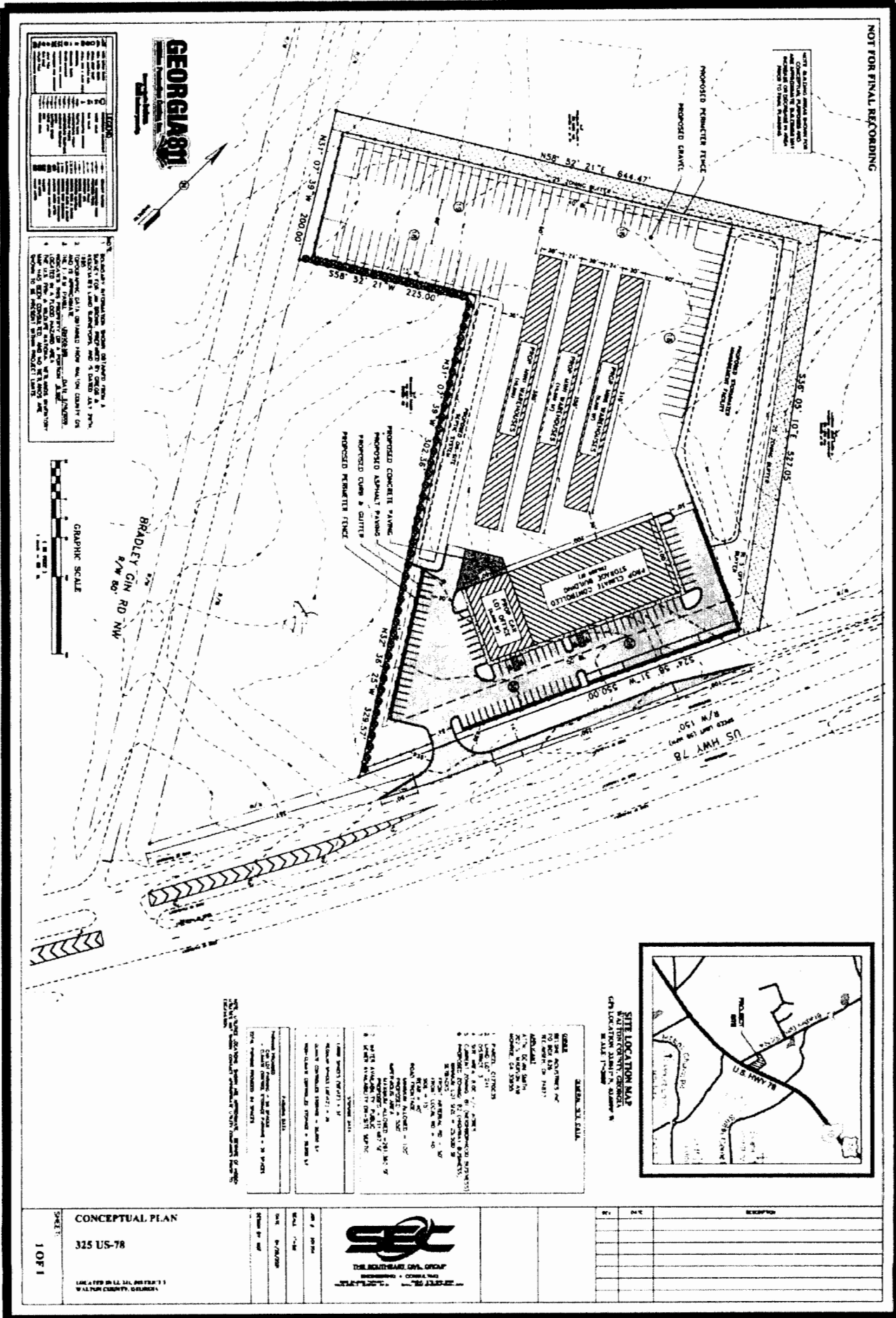
- 1. As per new site plan
- 2. No entry or exit on Brady Gin Road
- 3. No tractor trailers
- 4. 15 ft landscape strip between the property line and the security fence
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- 6. Landscape as shown on site plan along entire westerly property to include:
 - A. Muskogee Crepe Myrtle or equivalent per 18 ft
 - B. 3- Tea Olive to be centered between the Crepe Myrtles 4 ft apart
 - C. 3- August Beauty Gardenia in front of the Crepe Myrtles spaced 3 ft apart
 - D. 3 – Rose Creek Abelia in front of the Tea Olives spaced 3 ft apart.

SO ORDAINED, this 4TH day of MAY, 2021.

Board of Commissioners of Walton County

By: _____
David G Thompson, Chairman

Attest: _____
Rhonda Hawk, County Clerk



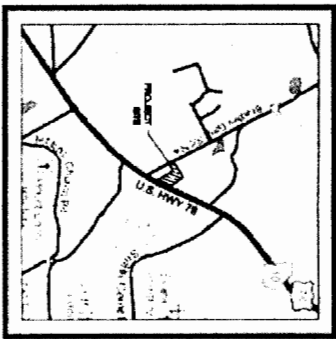
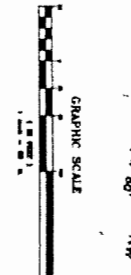
NOT FOR FINAL RECORDING

VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING AND PROPOSED UTILITIES PRIOR TO CONSTRUCTION.

LEGEND

Proposed Building	Proposed Concrete Paving	Proposed Asphalt Paving
Proposed Perimeter Fence	Proposed Storm Drain	Proposed Utility
Proposed Parking	Proposed Retention Wall	Proposed Erosion Control
Proposed Access	Proposed Utility	Proposed Utility

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

CONCEPTUAL PLAN

325 US-78

DATE: 10/15/08

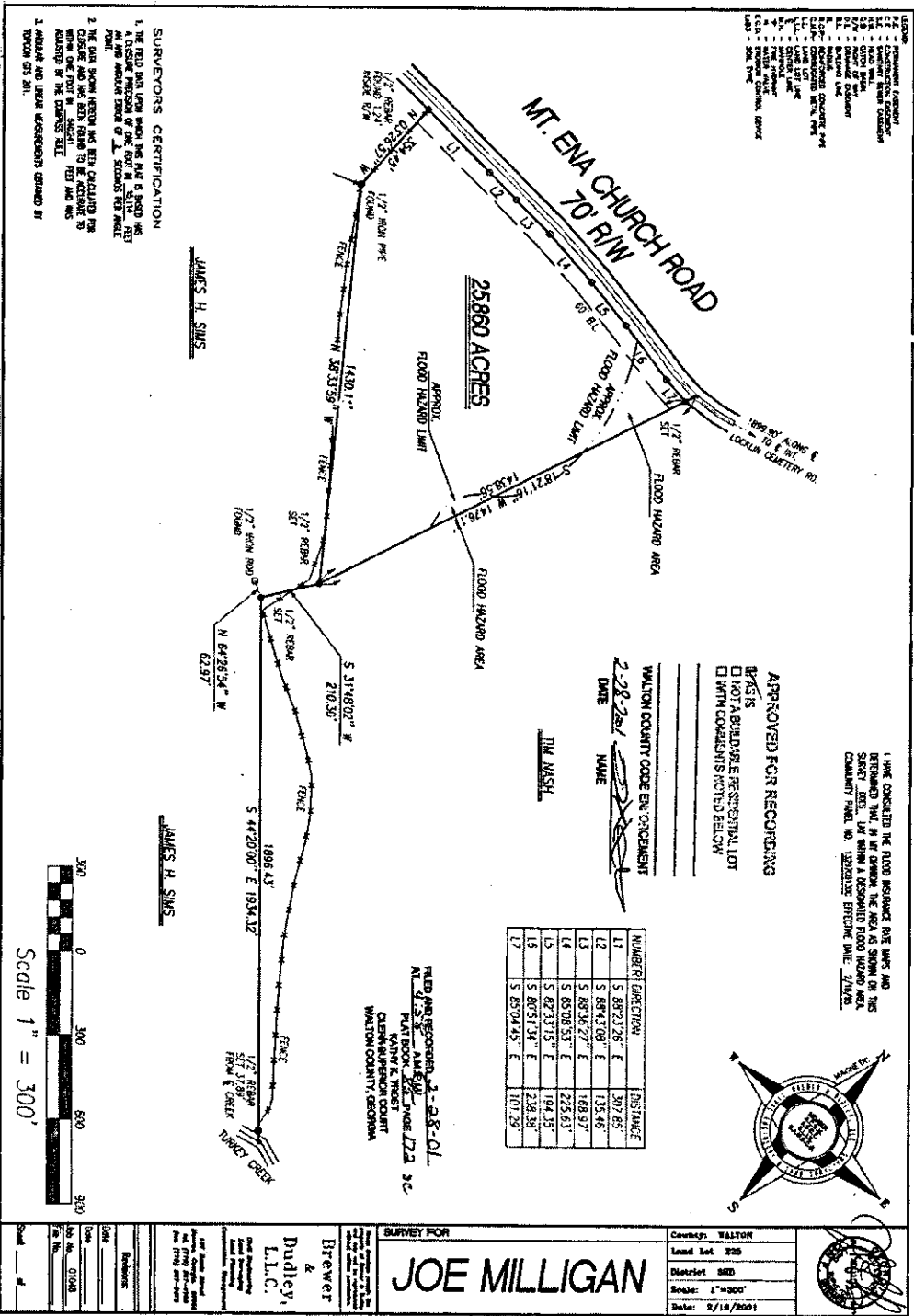
SCALE: AS SHOWN

PROJECT: 325 US-78

SHEET: 1 OF 1



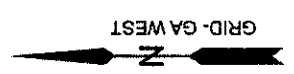
NO.	DATE	DESCRIPTION



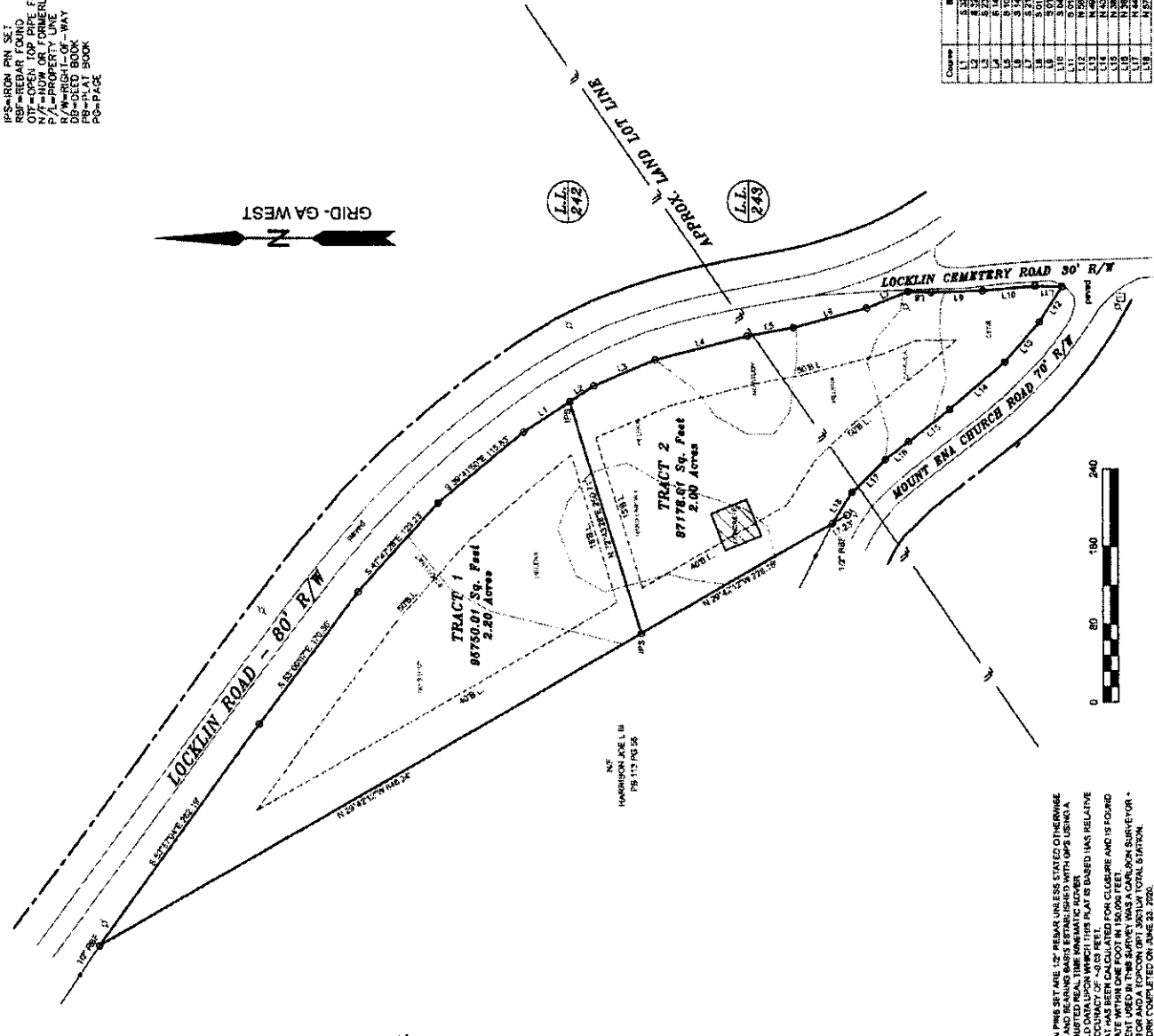
LEGEND

IPS=IRON PIN SET
RBF=REBAR FOUND
OTY=OPEN TOP PIPE FOUND
T=TRIP
P/A=PROPERTY LINE
R/W=RIGHT-OF-WAY
DB=DEED BOOK
PB=PLAT BOOK
P/PAGE=PAGE

○=POWER POLE
○=FIRE HYDRANT
○=WATER METER
T=TELEPHONE BOX



Course	Bearing	Distance
L1	S 23° 24' 30" E	57.37
L2	S 87° 00' 00" E	69.72
L3	S 61° 18' 30" E	98.36
L4	S 14° 18' 30" E	68.36
L5	S 107° 18' 30" E	44.49
L6	S 87° 00' 00" E	44.49
L7	S 17° 18' 30" E	44.49
L8	S 01° 18' 30" E	21.96
L9	S 01° 18' 30" E	41.67
L10	S 01° 18' 30" E	41.67
L11	N 06° 31' 30" W	43.52
L12	N 06° 31' 30" W	43.52
L13	N 06° 31' 30" W	43.52
L14	N 06° 31' 30" W	43.52
L15	N 06° 31' 30" W	43.52
L16	N 06° 31' 30" W	43.52
L17	N 06° 31' 30" W	43.52
L18	N 06° 31' 30" W	43.52
L19	N 06° 31' 30" W	43.52
L20	N 06° 31' 30" W	43.52
L21	N 06° 31' 30" W	43.52
L22	N 06° 31' 30" W	43.52
L23	N 06° 31' 30" W	43.52
L24	N 06° 31' 30" W	43.52
L25	N 06° 31' 30" W	43.52
L26	N 06° 31' 30" W	43.52
L27	N 06° 31' 30" W	43.52
L28	N 06° 31' 30" W	43.52
L29	N 06° 31' 30" W	43.52
L30	N 06° 31' 30" W	43.52
L31	N 06° 31' 30" W	43.52
L32	N 06° 31' 30" W	43.52
L33	N 06° 31' 30" W	43.52
L34	N 06° 31' 30" W	43.52
L35	N 06° 31' 30" W	43.52
L36	N 06° 31' 30" W	43.52
L37	N 06° 31' 30" W	43.52
L38	N 06° 31' 30" W	43.52
L39	N 06° 31' 30" W	43.52
L40	N 06° 31' 30" W	43.52
L41	N 06° 31' 30" W	43.52
L42	N 06° 31' 30" W	43.52
L43	N 06° 31' 30" W	43.52
L44	N 06° 31' 30" W	43.52
L45	N 06° 31' 30" W	43.52
L46	N 06° 31' 30" W	43.52
L47	N 06° 31' 30" W	43.52
L48	N 06° 31' 30" W	43.52
L49	N 06° 31' 30" W	43.52
L50	N 06° 31' 30" W	43.52
L51	N 06° 31' 30" W	43.52
L52	N 06° 31' 30" W	43.52
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L57	N 06° 31' 30" W	43.52
L58	N 06° 31' 30" W	43.52
L59	N 06° 31' 30" W	43.52
L60	N 06° 31' 30" W	43.52
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L98	N 06° 31' 30" W	43.52
L99	N 06° 31' 30" W	43.52
L100	N 06° 31' 30" W	43.52



865118 045112-117
Filed and Received
June 30, 2020 07:48 PM
WALTON COUNTY, GEORGIA
KAREN P. DAVID
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA
Participant ID: 604074567

THIS BLOCK RECEIVED FOR THE
CLERK OF THE SUPERIOR COURT.

FLOOD STATEMENT:
A PORTION OF THIS PROPERTY LIES
WITHIN A FEDERAL FLOOD HAZARD AREA.
PANEL NO. 13287C0155D
DATED: 5/18/2018

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS PLAT,
MAP OR PLAN FOR FILING:
K. Taylor 6/21/20 DATE

WALTON COUNTY PLANNING AND DEVELOPMENT

C1780013A00
LOCKLIN ROAD
MONROE GA, 30655
ZONING A-1

As required by subdivision (b) of O.C.G.A. Section 15-6-67, the following information is provided for recording as required by applicable local ordinances, regulations, or ordinances of the State of Georgia. Such requirements or information should be consistent with the purpose and intent of the applicable laws. Furthermore, the undersigned hereby certifies that this plat complies with the requirements of the Georgia Surveying and Mapping Act of 1980 and that the survey and map were prepared by a Registered Professional Engineer in the State of Georgia and was filed with the Georgia Board of Professional Engineers in the State of Georgia on June 23, 2020.

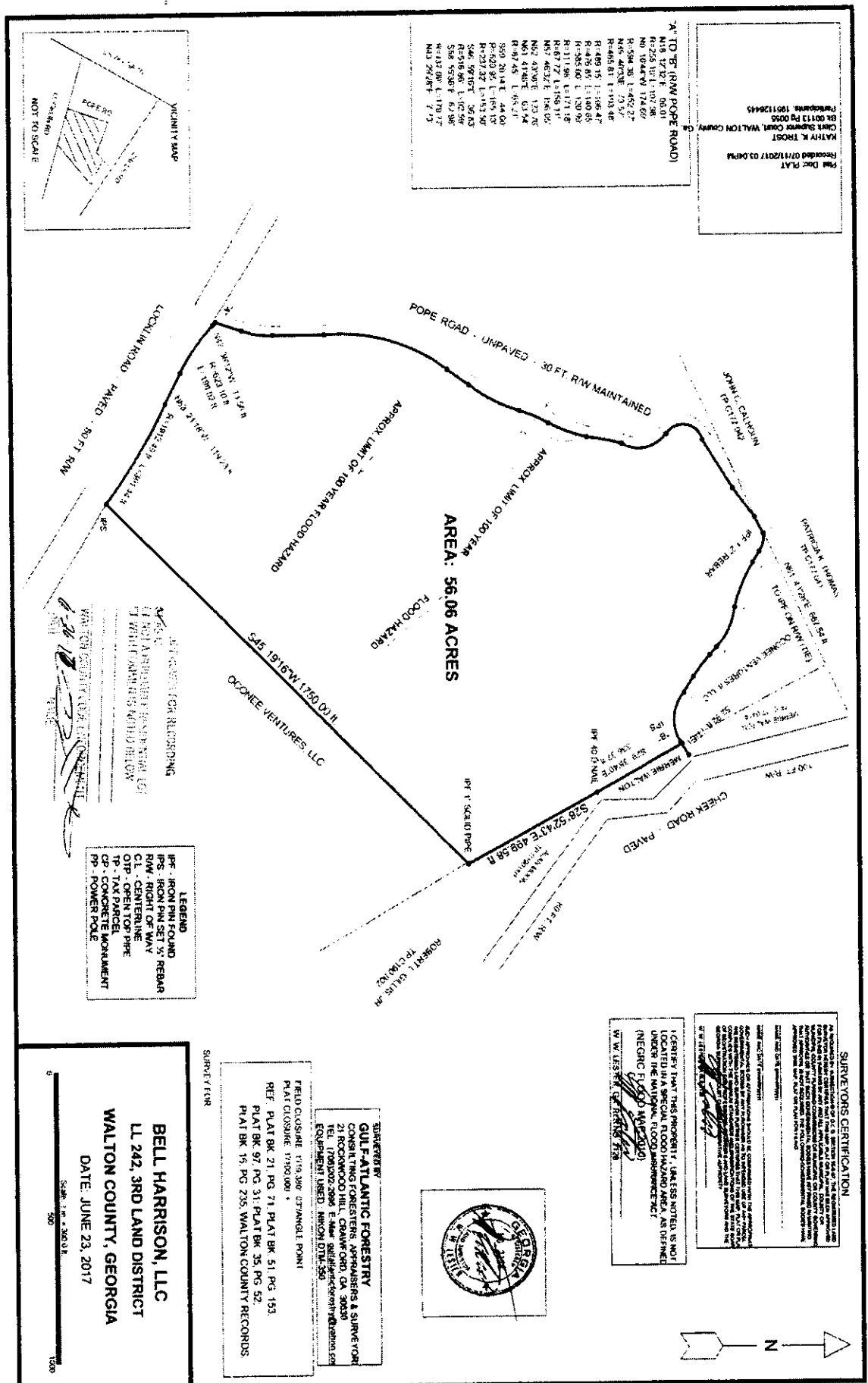
CLAYTON BROOKS
1920 National Street, Station C-1016
Monroe, Georgia 30655
Phone: 706-726-7582
Fax: 706-726-7583
Email: info@claytonbrooks.com
Website: www.claytonbrooks.com

- NOTES**
- ALL IRON PINS SET ARE 12" BEARS UNLESS STATED OTHERWISE.
 - SURVEY AND BEARING BASIS ESTABLISHED WITH GPS USING A NETWORK-ADJUSTED REAL TIME KINEMATIC RECEIVER.
 - ALL DISTANCES AND BEARINGS ON THIS PLAT ARE BASED ON RELATIVE POSITIONS WITH AN ACCURACY OF ±0.03 FEET.
 - THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 150,000 FEET.
 - THIS PLAT WAS PREPARED USING THE SURVEYING SOFTWARE: DATA COLLECTOR AND A TOPCON GTS-3030 TOTAL STATION.
 - FIELD WORK COMPLETED ON JUNE 23, 2020.
 - SETBACKS ARE SHOWN FROM COUNTY CODE INFORMATION.
 - CLAYTON BROOKS SURVEYING, LLC IS NOT LIABLE FOR ANY DISCREPANCIES.

SURVEY FOR:

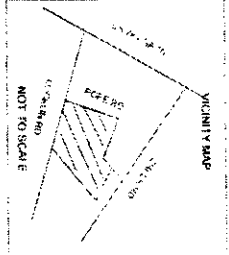
LAND LOT:	DATE:	SCALE:	JOB NO.:
2482443	6/29/2020	1"=80'	2080-129
DISTRICT:	SECTION:	COUNTY:	
		WALTON	

CLAYTON BROOKS
GARMON
LAND SURVEYING
1920 National Street, Station C-1016
Monroe, Georgia 30655
Phone: 706-726-7582
Fax: 706-726-7583
Email: info@claytonbrooks.com
Website: www.claytonbrooks.com



Plat Doc: PLAT
 Recorded 07/11/2017 03:04PM
 KATHY K. TROST
 Clerk Superior Court, WALTON COUNTY, GA
 BR 00113 Pg 0055
 Performers: 1801128445

N 1° 18' 18\"/>



FOR RECORDING
 I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF GEORGIA, HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE ORIGINAL SURVEY RECORDS AND THE FIELD NOTES OF THE ABOVE ENTITLED SURVEY AND AM SATISFIED THAT THE SAME ACCURATELY REPRESENT THE ACTUAL SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF GEORGIA, CHAPTER 137, AS AMENDED.

LEGEND
 RP - IRON PIN FOUND
 RWS - IRON PIN SET w/ REBAR
 CLP - CENTERLINE
 OP - OPEN TIE PIPE
 CP - CONCRETE PIER
 PP - POWER POLE

SURVEYORS CERTIFICATION
 I CERTIFY THAT THIS PROPERTY, UNLESS NOTED, IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA, AS DEFINED UNDER THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) MAPS (FIRM NO. 13080024000) AND THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) MAPS (FIRM NO. 13080024000) AND THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) MAPS (FIRM NO. 13080024000).



SURVEYED BY:
 GULF ATLANTIC FORESTRY
 CONSULTING FORESTERS, APPRAISERS & SURVEYORS
 21 ROCKWOOD HILL, CRAWFORD, GA 30639
 TEL: (770) 802-2866 FAX: (770) 802-2867
 E-MAIL: GULF@GULFATLANTICFORESTRY.COM
 EQUIPMENT USED: TRIMBLE 5700 GPS

FIELD CLOSURE: 1719.260' STANGEL POINT
 PLAT CLOSURE: 1719.000' +
 REF: PLAT BK 21 PG 71; PLAT BK 51 PG 153
 PLAT BK 97 PG 31; PLAT BK 35 PG 52
 PLAT BK 15 PG 235 WALTON COUNTY RECORDS

BELL HARRISON, LLC
 LL 242, 3RD LAND DISTRICT
 WALTON COUNTY, GEORGIA
 DATE: JUNE 23, 2017

SCALE: 1" = 200.00'

MT. ENON BAPTIST CHURCH

SURVEY FOR

G.M.D. NO. 454

LAND LOT(S) 226

3rd DISTRICT

WALTON COUNTY, GEORGIA

SCALE: 1" = 100'

DATE: 9-7-90

VON LITTE & ASSOCIATES

Land Surveying Company

1829 South Jersey Road
Logansville, Georgia 30249
704-865-4002

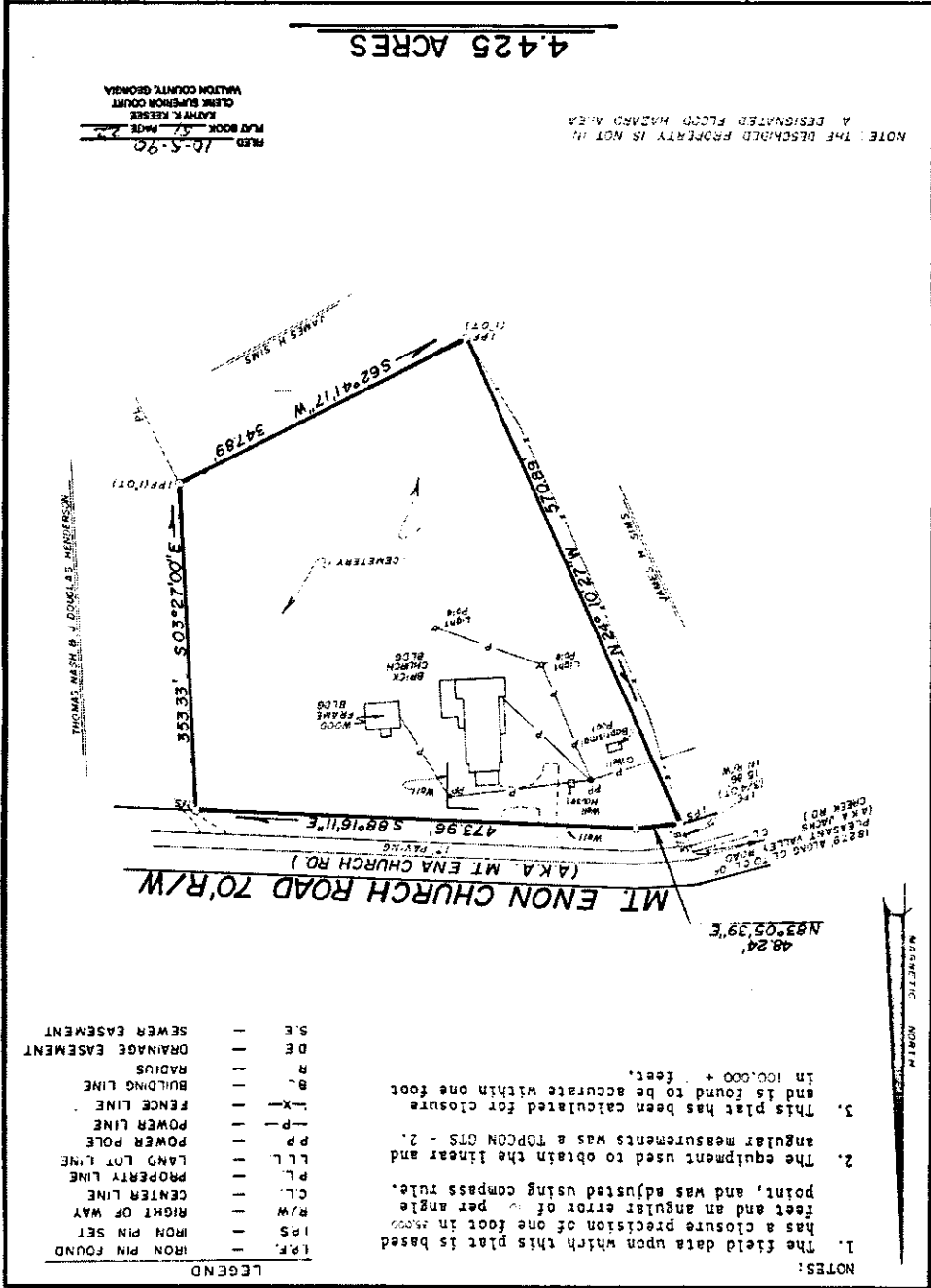


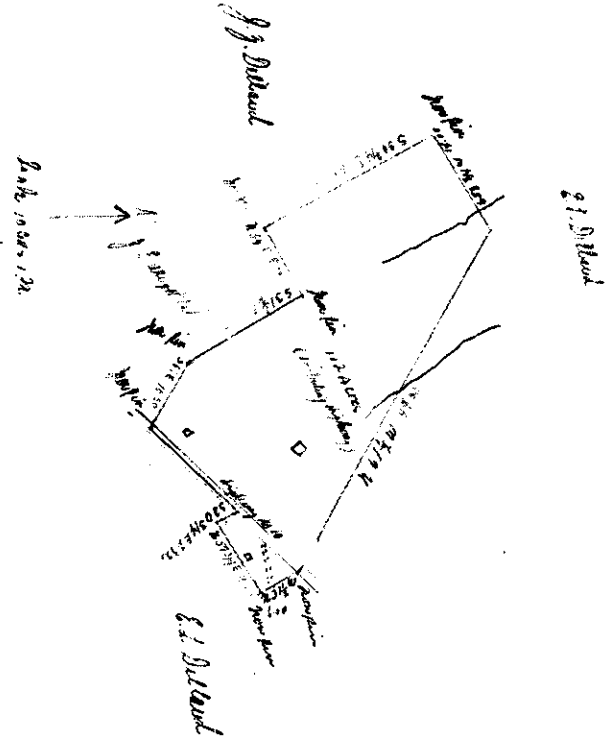
4.425 ACRES

FILED 10-5-90
KATHY K. KEESEE, CLERK
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA

NOTE: THE DESIGNATED FLOOD HAZARD AREA
A DESIGNATED FLOOD HAZARD AREA

REPORTED: OCT 9 1990
 KATHY K. KEESEE, CLERK





J.G. DeWard

Part of original plan Exhibit 1
 to B. DeWard's Subd. plan was
 shown. Located in DeWard's 1914
 plat map, see

Jan 2, 1951
 J.G. DeWard

Resubd. plat map 1951
 J.G. DeWard
 1951

May 4, 2021

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, May 4, 2021 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, Asst. HR Director Melissia Rusk 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

Jeff Neufeld, Gary Hobbs and Lee Garrett gave a presentation asking for support of the YMCA.

Shane Short with the Joint Development Authority presented a check in the amount of \$2,606,250.00 and a letter thanking the Board for their support of the Development Authority of Walton County.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:15 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Shelnett made a motion to adopt the agenda deleting item 5 Animal Control. Commissioner Bradford seconded the motion. All voted in favor.

PLANNING COMMISSION RECOMMENDATIONS

Approval with Conditions Z21010019 - Rezone 8.00 acres from B1 & R1 to B2 for mini storage units with conditional use for outside storage & a car lot - Applicant: Devin Smith/Owner: Belshe Industries Inc - 325 Hwy 78 & Bradley Gin Rd Map/Parcel C1770035 - District 4 (tabled 4/6/21)

Chairman Thompson opened the public hearing on the matter. Applicant Devin Smith presented a new site plan with entrance from Hwy. 78. Adam Kirk questioned if there was a commitment from DOT for a decal lane. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Bradford made a motion to approve with the following conditions with the new site plan: no entry or exit on Bradley Gin Road, no tractor trailers, 15 ft. landscape strip between the property line and the security fence, the security fence be opaque or black vinyl chain link with slats, landscape to include Muskogee Crepe Myrtles (or equivalent) per 18ft, (3)

Tea Olives to be centered between the Crepe Myrtles 4 ft. apart, (3) August Beauty Gardenias in front of the Crepe Myrtles spaced 3 ft. apart and (3) Rose Creek Abelias in front of the Tea Olives spaced 3 ft. apart. Commissioner Shelnut seconded the motion. Commissioners Warren, Shelnut, Bradford, Adams and Dixon voted in favor. Commissioner Banks opposed the motion. The motion carried.

Approval of CU21020013 - Conditional Use for Guest House on 12.00 acres - Applicants/Owners: Jonathan & Alyson Luzetsky - 1999 Broadnax Mill Rd-Map/Parcel C0620056 - District 1

Chairman Thompson opened the public hearing on the matter. Applicant Jay Luzetsky spoke in favor. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Warren made a motion to approve the conditional use. Commissioner Banks seconded the motion; voted and carried unanimously.*

Approval with Conditions - CU21030004 - Conditional Use for event venue for educational purposes, camps, parties and photography - Applicant: Tammy Moore/Owners: Stephen & Tammy Moore - 2511 Shockley Rd-Map/Parcel C1190065A00 - District 5

Chairman Thompson opened the public hearing on the matter. Donnie Houston, representing applicant Tammy Moore, spoke in favor of the conditional use. He stated that the venue would be mostly children attending educational events with some parents and requested that the recommended restriction on the number of people be raised. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to approve the conditional use with no restrictions. Commissioner Warren seconded the motion and all voted in favor.*

Approval of Z21010020 - Rezone 87.85 acres from R1 to R1OSC for a residential subdivision - Applicant: Psachya Futterman/Owner: Scenic Hill Estates Inc - Dry Pond Rd-Map/Parcel C1200083 - District 6

Chairman Thompson opened the public hearing on the matter. Tip Huynh with Alcovy Engineering spoke in favor stating they had reached out to the opposition and reduced the lots to 72 in order to provide as much open space as possible. Lenny Hammoth with Scenic Hills Estates stated he had owned the property for 35 years. He would not allow aluminum siding and he would provide two trees per lot. Tim Coker spoke in opposition stating his concerns. He would like to see Hardy Plank siding used and the homes be made comparable to others in the area. Steve Merka stated his concerns with storm drainage flooding his pasture and asked that the rezone be denied. Candace Donahue shared her concerns for quality of life due to water contamination from septic tanks. In rebuttal, Tip Huynh stated they would have to follow the

Georgia Storm Water Manual and stated their goal was to preserve the quality of life. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Dixon made a motion to table until the 6/1/2021 meeting in order to provide time to meet and mediate the conditions. Commissioner Adams seconded the motion; voted and carried unanimously.*

Approval of Z21020010 - Rezone 16.31 acres from A1 to A to raise cattle, sell fruits & vegetables - Applicant/Owner: Laurence M Webb - 2379 Clarence Odum Rd-Map/Parcel C1200094 - District 6

Chairman Thompson opened the public hearing on the matter. Applicant Larry Webb spoke in favor of the rezone. He stated they would like to farm, raise cattle, sell fruits and vegetables and would like to have some chickens so they could sell eggs. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Dixon made a motion to approve the rezone with the purpose stated including up to 100 chickens. Commissioner Warren seconded the motion. All voted in favor.*

Approval of Z21020012 - Rezone 2.100 acres from A2 to R1 to create 2 buildable lots at 1 acre each - Applicant: Kim Crowe/Owner: Snoopy Properties LLC - Gum Creek Church Rd-Map/Parcel C0510137B - District 3

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

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

Forwarded with No Recommendation Z21020016 - Rezone 9.08 acres from A1 to A2 to create 6 buildable lots at 1.50+ acres each - Applicant: Ryan Whitelaw/Owner: CP Investments LLC - Michael Rd-Map/Parcel C1620013 - District 4

Planning Director Charna Parker stated she had received a request to withdraw the rezone.

Motion: *Commissioner Bradford made a motion to accept the withdrawal. Commissioner Dixon seconded the motion; voted and carried unanimously.*

Approval of Z21030001 - Rezone 2.00 acres from A1 to B3 for outside storage—Applicant/Owner: New London Land LTD - Property located on 3379 Tommy Dillard Rd-Map/Parcel C1780048B00 - District 4

Chairman Thompson opened the public hearing on the matter. Darron Britt spoke in favor of the rezone and said they had no problem with adding a buffer. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Bradford made a motion to approve the rezone waiving the buffer. Commissioner Shelnuttt seconded the motion and all voted in favor.

Approval of Z21030003 - Rezone 11.98 acres from A1 to B3 for RV sales and service - Applicant: Scott Smith/Owner: Alan Bentley - Property located on GA Hwy 20-Map/Parcel C0070006 - District 2

Chairman Thompson opened the public hearing on the matter. Applicant Scott Smith spoke in favor of the rezone. He stated that the requested rezone would be for RV sales and maintenance. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Banks made a motion approve the rezone with 8' screen fencing excluding the sales area of the lot. Commissioner Shelnuttt seconded the motion. The motion carried unanimously.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of March 2, 2021 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5,000.00 or Greater
- 3. Declaration of Surplus Property
- 4. Agreement - Dept. of the Navy - Night Vision Equipment - Sheriff's Office (renewal)
- 5. Agreement - Government Window - Animal Control/Shelter Payments
- 6. IGA - Aerial Measurement Services
- 7. Agreement - NEGRC - Comprehensive Plan

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

RESOLUTIONS

Capital Improvements Element Transmittal - Impact Fee Program

Planning Director Charna Parker presented a Resolution for the CIP Transmittal for the Impact Fee Program. Chairman Thompson opened the public hearing on the matter. There being no one present for the public hearing, Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Adams made a motion, seconded by Commissioner Shelnuttt to adopt the Resolution for the Capital Improvements Element Transmittal. All voted in favor.

FY 21 Budget Amendments

Motion: Commissioner Dixon made a motion to adopt the Resolution for FY21 Budget Amendments. Commissioner Shelnett seconded the motion; voted and carried unanimously.

FY 21 SPLOST IV Project Length Budgets - Various Roads

Motion: Commissioner Banks made a motion to adopt the FY21 SPLOST IV Project Length Budgets for Various Roads. Commissioner Adams seconded the motion and all voted in favor.

Resolution/Contract - GDOT ROW Acquisition for US 78 Eastbound Onramp

Motion: Commissioner Bradford made a motion seconded by Commissioner Dixon to approve the Resolution and Contract for GDOT Right of Way Acquisition for the US 78 Eastbound Onramp. All voted in favor.

Presentation of Proposed FY22 Budget

Finance Director Milton Cronheim presented the proposed FY22 Budget. The first public hearing for the FY22 budget will be May 18th at 5:00 p.m. No action was taken.

PARKS AND RECREATION

Proposed Updated Fee Schedule and Rental - Between Splash Park

Motion: Commissioner Bradford made a motion to approve the updated fee schedule and rental for the Between Splash Park. The updated schedule will provide for a caretaker pass and differentiate between residents and non-residents. Commissioner Adams seconded the motion. All voted in favor.

ACCEPTANCE OF BIDS/PROPOSALS

Pre-Engineered Metal Building - Sheriff's Training Facility

Motion: Commissioner Bradford made a motion to accept the bid from Drummond Construction in the amount of \$68,740.00. Commissioner Banks seconded the motion and all voted in favor.

APPOINTMENTS

O'Kelly Memorial Library Board of Trustees

Motion: Commissioner Banks made a motion, seconded by Commissioner Shelnett to appoint Ruth Colquitt and Paul Smith to the O'Kelly Memorial Library Board of Trustees for a six year, two month term beginning May 1, 2021 and ending June 30, 2027. All voted in favor.

DEVELOPMENT AUTHORITY OF WALTON COUNTY

Transfer of Funds - For the purpose of developing trade, commerce, industry, and employment opportunities

***Motion:** Commissioner Dixon made a motion to give the Chairman the authority to transfer funds in the amount of \$1,000,000 to the Development Authority of Walton County for the purpose of developing trade, commerce, industry and employment opportunities. Commissioner Shelnett seconded the motion; voted and carried unanimously.*

EXECUTIVE SESSION

***Motion:** At 7:34 p.m., Commissioner Warren made a motion, seconded by Commissioner Adams to enter into Executive Session to discuss real estate and personnel. All voted in favor.*

***Motion:** At 7:51 p.m., Commissioner Bradford made a motion, seconded by Commissioner Banks to re-enter the regular session. All voted in favor. There were no votes taken in Executive Session.*

ADDITIONS

***Motion:** Commissioner Banks made a motion to authorize the Chairman to execute any and all documents for the purchase of 8/10 acre at Rabbit Farm Park in the amount of \$14,618.00. Commissioner Warren seconded the motion and all voted in favor.*

***Motion:** Commissioner Dixon made a motion to appoint Melissia Rusk as Director of Human Resources with a 6 month probationary period. Commissioner Banks seconded the motion; voted and carried unanimously.*

ADJOURNMENT

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Bradford, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:53 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

Department	Fund	Description	Payee	Amount
Various				
	100	AFLAC Premium Due Adjustments April - For the Record	AFLAC Group Insurance	\$8,631.24
	100	Premium for 06/01/2021-06/30/2021 Supplemental Employee - For the Record	OneAmerica	\$29,666.79
	100	Replenish Funds In Worker's Comp Trust - For the Record	Walton Co. Workers Comp Trust Fund	\$25,404.00
	100	LVAP April Per OCGA 15-21-132 HB 17- For the Record	Local Victims Assistance Fund	\$9,134.97
	100	Screed Parts - Inventory for Public Works	Yancey Brothers Co	\$8,481.99
	100	24" HDPE Pipe, Spiro Plastic (260)	Advanced Drainage Systems, Inc	\$6,908.20
Board of Commissioners				
	1110 100	Video Recording Equipment and Install for Board Room Meetings	DCR Media and Systems, Inc	\$7,427.25
	100	HP Pavilion Touchscreen Laptop with Ethernet Adapters (7)	Amazon	\$5,173.84
Chairman				
	1310 100	HP Pavilion Touchscreen Laptop with Ethernet Adapters (1)	Amazon	\$739.12
Data Processing/MIS				
	1535 100	VMWARE Upgrade	Shi International	\$15,940.36
	100	VMWARE Ongoing Support	Shi International	\$11,674.80
Tax Assessors				
	1552 100	2021 Assessment Notice	Governmental Systems, Inc	\$23,553.44
Risk Management				
	1555 100	Claim # 21-61 - SO Motor Vehicle Crash (Easley)	Walton Collision	\$6,295.52
General Government Bldgs				
	1565 100	Bermuda Sod for Heritage Parkway	Super Sod	\$17,090.00
	100	LED Hybrid Bulbs for Gov Bldgs (quantity of 2,000)	Allen Electric Wholesale Supply Inc	\$12,000.00
	100	Gate System for secured parking lot	Amano McGann, Inc	\$6,693.00
Juvenile Court				
	2600 100	Indigent Defense	Michael Berele, PC	\$7,219.50
Sheriff				
	3300 100	2021 Dodge Durango Pursuit Vehicles (5) - For The Record	Ginn Chrysler Jeep Dodge LLC	\$170,395.00
	100	Equipment for Dodge Durangos (4)	West Chatham Warning Devices, Inc	\$35,537.16
	100	Equipment for Dodge Durangos - Patrol (1)	West Chatham Warning Devices, Inc	\$8,079.30
	100	Equipment for 2021 Dodge Durangos (2)	West Chatham Warning Devices, Inc	\$14,223.82
Jail				
	3325 100	Inmate Medical - July 2021	Correct Health	\$101,175.81
	100	Specialty Care Expense Overage for Inmate Medical services	Correct Health	\$10,208.31
	100	Inmate Meals - April 2021	Kimble's Food By Design, Inc.	\$52,164.46
	100	Housed Out Inmates - March 2021	Oglethorpe County Board of Commissioners	\$13,615.00
EMS				
	3610 531	Misc small equipment- portable suction, O2 lift, combo scoop	Bound Tree Medical	\$8,150.00
	531	Misc/Assorted Medical Supplies	Boundtree Medical	\$7,000.00
	531	Ambulance Billing - April 2021	Emergency Billing, LLC	\$16,320.07
EMA				
	3920 100	Misc labor and equipment for vehicle/ambulance	West Chatham Warning Devices, Inc	\$7,548.80
Public Works				

	4220	100	Misc Engineering	Precision Planning, Inc	\$2,889.25
		100	Repair Estimate for vehicle - For the Record	W.W. Williams Co	\$42,638.33
		100	Professional Services Rendered - Comprehensive Transport Plan (CTP) -For the Record	Atlas Technical Consultants	\$38,663.77
		100	Flatbed bumper trailer	Rollin-S-Trailers Inc	\$11,450.00
	4222	100	Liquid Calcium Chloride Dust Control - Various Roads	Southeastern Road Treatment	\$25,000.00
	4251	100	Culvert located at June Ivey Road	Engineered Restorations, Inc	\$9,900.00
Traffic Engineering					
	4270	100	New Guardrails on Old Zion Cemetery Rd	Martin Robbins Fence Co, Inc	\$24,275.00
Hard Labor Creek					
	4405	508	Professional Services - April 2021 - For the Record	Atkinson Ferguson, LLC	\$1,154.85
		508	Year 5 Arbitrage Rebate Calculation - Series 2016A Bond - For the Record	Bingham ARS Inc	\$375.00
		508	Operation & Maintenance - For the Record	Precision Planning	\$2,794.76
Water					
	4446	507	Professional Services - March 2021	Precision Planning	\$5,789.29
		507	Scheduled Replacement Plan - Blanket contract for meter purchases	Delta Municipal Supply Co	\$25,000.00
		507	Utility Services - Forrest Ridge; HWY 78/Monroe; Sharon Church Rd; Youth, Bold Springs	Utility Service Co. Inc.	\$10,303.23
		507	Printing Bills/Postage for Bills	Arista Information Systems, Inc	\$8,413.45
		507	Water used from Oconee County - April 2021	Oconee County Water Resources	\$11,095.63
		507	AWIA Compliance Program - Risk Assessment (ERP)	Precision Planning	\$5,337.25
		507	Aurora Pumps Overhaul Kit (2)	BSI Mechanical	\$5,404.00
		507	Restock Supplies for meter repairs and installs	Delta Municipal Supply Co	\$41,756.80
Solid Waste					
	4530	540	40 Yard Open Top Container (2) - For the Record	Lewis Steel Works, Inc	\$14,570.00
		540	20 Yard Recycling Containers (2) - For the Record	Bakers Waste Equipment, Inc	\$20,218.00
		540	2021 Chevrolet Silverado Crew Cab 4wd - For the Record	Maxie Price Chevrolet Olds, Inc	\$41,000.00
		540	Tipping Fees - April 2021	City of Monroe Public Works	\$20,358.64
Partnership for Families					
	5550	250	3rd Qtr payment for FY21 - Family Connection Grant Exp Report- For the Record	The Partnership for Families, Children & Yout	\$11,952.92
RDS & Bridges-Splost 2019					
	4220.19	323	Project Striping - Broadnax Mill Rd, Jersey Walnut Grove Rd, Dewey Hogan Rd, Jacks Creek Rd	Peek Pavement Marking, LLC	\$54,300.00
	4270	100	Billed Services for Engineer - LMIG SAP Application	Precision Planning, Inc	\$647.50
Water - SPLOST					
	4446.19	507	SPLOST - Consulting Services March 2021	Precision Planning	\$1,998.75
Judicial BLDG - SPLOST					
	1565.13	332	Materials needed for installations - Elections;EMS	Johnstone Supply of Atlanta	\$7,835.86
Total					\$1,091,574.03

INCONVENIENCE FEE AGREEMENT

Date: 5/17, 2021

Production Company ("Producer"): CHECK THE GATE PRODUCTIONS, LLC

Premises Owner/Lessee ("Owner/Lessee"): BOARD OF COMMISSIONER.

Street Address owned or leased by Owner/Lessee ("Premises"): 111 S. BROAD STREET, MONROE, LA 70665

Owner/Lessee Telephone/Other Contact Information: (770) 267-1301

Program ("Program"): "A JAZZMAN'S BLUES"

1. **ACTIVITY.** This inconvenience fee agreement ("**Agreement**") relates to Producer's filming of the Program and the possibility that Producer's contemplated activities in connection with the Program ("**Producer's Activities**") may cause Owner/Lessee some inconvenience (e.g. because of unusual noise, traffic, lighting, parking or other conditions), including (without limitation):

Producer's Activities are schedule to commence on or about 5/17, 2021 and continue thereafter until completion, which is anticipated to be on or about 5/17, 2021 (subject to change on account of weather conditions and/or changes in production schedule).

2. **INCONVENIENCE FEE.** As full and complete consideration for any inconvenience caused to Owner/Lessee as a result of Producer's Activities, Producer shall pay the fee of Seven hundred fifty Dollars (\$ 750 .00) following Producer's receipt of this Inconvenience Fee Agreement signed by Owner/Lessee and all documentation requested by Producer to process payment of the fee hereunder.

3. **REPRESENTATIONS, WARRANTIES, AND RELEASE.** Owner/Lessee represents, warrants and agrees that Owner/Lessee has the full right, power and authority to grant Producer the rights granted to Producer hereunder, Owner/Lessee has the full right and authority to enter into this Agreement, Owner/Lessee is the owner or lessee of the Premises and the consent of no other party is necessary. Owner/Lessee hereby releases Producer from any and all duties and obligations, and from any and all claims, demands and/or causes of action of any kind or nature whatsoever which Owner/Lessee may have against Producer in connection with the Producer's Activities, the Program, the Premises, or anything whatsoever.

4. **CONFIDENTIALITY AND ENTIRE AGREEMENT.** Owner/Lessee hereby agrees and acknowledges that Owner/Lessee will keep this Agreement and its terms and any information about the Program in the strictest confidence and shall not disclose the same to any third parties. Third parties shall include, without limitation, individuals (including other participants or potential participants on the Series, spouses, significant others, friends, relatives, acquaintances, and strangers), newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in print or electronic media, including individuals working directly or indirectly for or on behalf of any such entities. For the purposes of clarity, Owner shall not at any time publish, reveal, disseminate, or disclose or cause to be published, revealed, disseminated or disclosed any Confidential Information (directly, indirectly, orally, in writing, or otherwise) to any third party, in any news story, magazine article, blog, online posting/thread comment, or social media post (e.g. Facebook, Instagram, Twitter, Tumblr, Flickr, YouTube, Pinterest, LinkedIn, IMDB, Myspace, and Google+) or other publicity concerning the Program, Producer, or Owner's services thereon, and shall not issue, authorize, confirm or in any way enable the issuance of any press information or Confidential Information or any activities on the set or at the location, and will not authorize Owner's agents, representatives, or employees to do so. Owner will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. This Agreement sets forth the entire agreement of the parties and shall replace

INCONVENIENCE FEE AGREEMENT

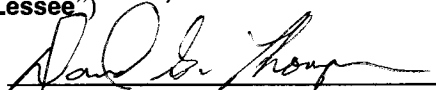
and supersede all prior arrangements, either oral or written, as to the subject matter hereof. Owner/Lessee acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. This Agreement may be executed and delivered via facsimile or via other electronic means (e.g., email, etc.) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

- 5. **APPLICABLE LAW; VENUE.** This Agreement shall be construed and interpreted under the laws of the State of Georgia governing agreements which are wholly executed and performed therein, without regard to its conflicts of law principles. Venue for any action under this Agreement shall be in Fulton County, Georgia.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date listed above,

ACCEPTED AND AGREED:

WATTON County Board of Commissioners
("Owner/Lessee")

Signature: 
Name: DAVID F. THOMPSON
Title: CHAIRMAN

CHECK THE GATE PRODUCTIONS, LLC. .
("Producer")

Signature: _____
Name: _____
Title: _____



GRPA in partnership with the Atlanta Hawks and the Hawks Foundation are offering GRPA member agencies funding, resources and opportunities across the state to help serve your communities through **Spring/Summer leagues, Camps, Clinics, Basketball Tournaments, Youth Fitness Programs, Virtual Classes, Special Needs and Adaptive Sports.** Each agency can apply for up to \$1,750 (4 agencies per district will be awarded) for needs based scholarships/supplies.

All GRPA affiliated youth basketball leagues are encouraged to register their respective organization as a Jr NBA affiliate. Membership is FREE and qualifies each organization for Jr NBA member benefits, Jr NBA resources, Jr NBA contests and awards programs.

<http://jrnbaleagueapps.com/registration>

Submit your completed form to: grpa@grpa.org or fax 770-760-1550. **DEADLINE TO SUBMIT IS FRIDAY April 2 by 5:00PM.** You will be notified by Friday April 16 if you received funding.

1. Agency name: Walton County Parks & Recreation Department

2. GRPA District: 6th

3. Agency contact information

- a. Contact Person: Jody Johnson
- b. Contact email: jejohnson@co.walton.ga.us
- c. Contact phone number: 770-266-1680 / 770-266-1681

d. Is your agency interested in receiving additional information from the Hawks organization including: Jr. Hawks uniform vendor program (all kids receive FREE Hawks tickets w/league uniform); info on fan experiences/group ticket offers: YES NO

4. Funding request (up to \$1,750): \$ 1,750

5. Current cost for requesting program: \$ 85

6. Will funds be used to lower overall registration fees (if so how much)? Will funds be used to completely "scholarship" children whose families are unable to pay (anticipated number affected):

The funds will be used to fund partial scholarships (half registration fee) as well as full scholarships depending on the needs of families who are unable to pay.

7. Scholarship/Special Needs justification/anticipated impact (250 words or less):

The impact of this grant will be seen in those families that would otherwise not sign their children up for the Summer Basketball program because they cannot afford it. The Summer Basketball program is one of the newest and most popular programs our department offers during the summer. This program is offered when kids are out of school and in need of a leisure activity that promotes health, sportsmanship and teamwork. During the last year many families have been affected by COVID-19 and have had to make tough decisions when it comes to participating and being able to afford certain leisure activities. The grant would take that burden off dozens of families who have already sacrificed and given up so much over the last year.

8. Is this a new offering for your community due in part of the Hawks funding opportunity? (Please explain)

The Summer Basketball program has been offered since the Summer of 2018. Unfortunately, due to COVID-19, the program did not take place last summer.

9. Provide 2021 participation numbers by September 3 (once information is received funding will be released). Data required to measure impact. To be filled out after awarded.

a. Male: _____

b. Female: _____

10. Is your basketball operation in-house or association based? In-House

11. How many volunteer coaches are associated with your proposed activity? ^{Approximately 100} _____

STATE OF GEORGIA
WALTON COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF WEST WALTON PARK

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of this 1 day of June 2021, by and between WALTON COUNTY, GEORGIA, (the "County") and the CITY OF LOGANVILLE, GEORGIA, (the "City"), both political subdivisions of the state of Georgia, provides as follows:

WITNESSETH:

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

WHEREAS, the City wishes to hold its Independence Celebration at the West Walton Park on June 26, 2021; and

WHEREAS, the County agrees to let the City hold its Independence Celebration ("the event") at the West Walton Park on June 26, 2021, subject to terms and conditions described herein.

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

ARTICLE 1.
USE OF PROPERTY

1.

The County gives permission to the City to use the West Walton Park for the event on June 26, 2021.

2.

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

3.

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

4.

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

5.

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

6.

The City agrees to clean up any debris from the fireworks and/or trash in the areas used during the event by 2:00 pm on Monday, June 28, 2021.

ARTICLE 2.

COUNTY LOGO

7.

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

8.

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

ARTICLE 3.

INSURANCE

9.

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

10.

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

ARTICLE 4.

GOVERNING LAW

11.

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

ARTICLES.

ENTIRE AGREEMENT

12.

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

ARTICLE 6.

NOTICES

13.

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

(a) If to the County:

(b) If to the City:

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

Hoffer & Webb, LLC
3190 Northeast Expressway
Suite 430
Chamblee, Georgia 30341
Attention: Robyn Oliver Webb

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

ARTICLE 7.

WAIVER OF BREACH

14.

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

ARTICLE 8.

ASSIGNMENT

15.

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

ARTICLE 9.

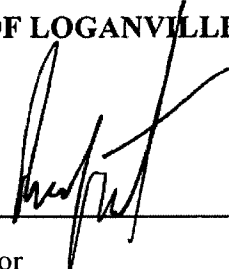
SEVERABILITY

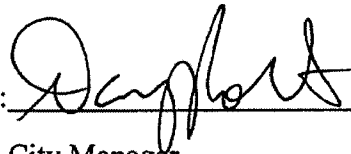
16.

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

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

CITY OF LOGANVILLE

By:  _____
Mayor

ATTEST:  _____
City Manager

[Intergovernmental Agreement Signature Page of the City]

WALTON COUNTY

By: _____
Chairperson

ATTEST: _____
Secretary

[Intergovernmental Agreement Signature Page of the County]

INMATE HOUSING AND JAIL REIMBURSEMENT CONTRACT

THIS AGREEMENT is made and entered into this 10th day of May, 2021 between **Oglethorpe County**, a political subdivision of the State of Georgia, and it’s Sheriff, and **Walton County** Georgia, a political subdivision of the State of Georgia, and it’s Sheriff.

WHEREAS Oglethorpe County and its Sheriff (collectively referred to from this point forward as “County”) and Walton County and its Sheriff (collectively referred to from this point forward as “Providing County”), mutually agree to the following terms:

HOUSING

At the discretion of the Oglethorpe County Sheriff, Chief Jailer, or their designee, Oglethorpe County will make its jail facility available to Providing County for the housing of its prisoners to the extent that space and resources allow. Oglethorpe County will provide normal maintenance services for all Providing County prisoners housed in the County’s jail facility. Normal prisoners’ maintenance services shall be defined as those ordinary and relatively routine human needs common to all prisoners as defined by the Oglethorpe County Sheriff or Chief Jailer.

The Providing County will provide an Arrest and Booking Report to the Oglethorpe County Chief Jailer or his/her designee (by mail, email, or fax) for each Providing County inmate before the scheduled pick up. Any medication or pertinent medical information will be made available as well. Additionally, all inmate property will be separated and labeled with the inmate’s name prior to transport to prevent lost or mixed property.

The Oglethorpe County Sheriff or Chief Jailer has the right to refuse any prisoner who, in judgment, exhibits disruptive or volatile behavior that may jeopardize the safety and security of the Oglethorpe County Jail. Behaviors may include, but are not limited to; self-harm, chronic non-compliance, aggressive acts towards staff and inmates, damage to facility and/or its property, or any potentially communicable illness that may reasonably place other inmates and staff at risk.

TRANSPORTATION AND DELIVERY OF PRISONERS

Oglethorpe County will make one (1) scheduled trip per week to the Providing County's facility to return housed inmates to Providing County, and pick up and transport approved inmates to Oglethorpe County. Inmates will be housed until they are transported to the State Prison System as directed by the Georgia Department of Corrections. Oglethorpe County further agrees to transport said inmates to the Georgia Diagnostic and Classification State Prison as directed by the Georgia Department of Corrections. Transports to any other facilities (including, but not limited to, PDC and RSAT facilities) will be made by Providing County unless otherwise negotiated on a case by case basis between the respective parties. Transportation to medical appointments will be executed by the Providing County.

Providing County agrees to transport inmates from Oglethorpe County back to Providing County for any court dates or events where the inmate's physical presence is requested. Only when notice is given in advance, the inmate may be returned to Providing County by Oglethorpe County on the scheduled weekly transport.

PER DIEM FEE

Providing County shall pay forty (\$40.00) dollars per day for the cost of providing normal maintenance services to each of its prisoners housed in the Oglethorpe County Jail. In the event that a Providing County inmate is booked into the Oglethorpe County Jail and released within a twenty-four (24) hour period, a per diem fee will be accrued for one (1) day.

MEDICAL SERVICES

Providing County shall reimburse Oglethorpe County for any and all medical services and medication provided by Oglethorpe County to any Providing County inmate. Any medical treatment other than emergency medical care (including, but not limited to, prescription medications, treatment of certain conditions and illness) shall require prior notice to and approval by Providing County. Providing County may authorize treatment for the inmate or return the prisoner to its own custody for appropriate evaluation and/or treatment. In the event of a medical emergency involving a Providing County inmate, prior notice and approval for treatment may not be feasible as these events are time sensitive. Oglethorpe County will, however, notify

Providing County of the medical emergency as soon as reasonably possible. The decision whether or not a medical condition requires emergency care shall be at the sole discretion of the Oglethorpe County’s medical provider. In the event that a Providing County inmate receiving emergency medical care is transported to the Emergency Room or admitted to the hospital, it shall be the responsibility of the Providing County to arrange for personnel to relieve the Oglethorpe County transport deputy and assume custody until the inmate is medically cleared to return to the Oglethorpe County Jail. Providing County’s reimbursement to Oglethorpe County for “emergency health care” and “follow-up care” (as those terms are defined in O.C.G.A. 42-4-12) shall be no more than the applicable Georgia Medicaid rate for such emergency health care and follow-up care.

INVOICES

Oglethorpe County shall keep an invoice including all Providing County inmates housed in the Oglethorpe County Jail. The invoice will be made available to Providing County on a monthly basis and detail all Providing County inmates housed at the Oglethorpe County Jail and the number of days each inmate was housed during the specified month.

PAYMENT

The per diem and reimbursement of expenses are due and payable to Oglethorpe County thirty (30) days after receipt of Oglethorpe County’s invoice. If the Providing County fails to make payment within thirty (30) days after the due date, all Providing County inmates housed by Oglethorpe County will be returned to the Providing County facility.

NOTICES

Official notices, payments, and correspondence to Oglethorpe County shall be delivered in person, transmitted by regular mail or by certified mail, postage prepared to the County Board of Commissioners, Oglethorpe County Lexington, Georgia.

RECORDS AND AUDITS

Oglethorpe County agrees, upon request, to furnish Providing County or its agents, all records pertaining to housing and maintenance of Providing County’s prisoners in the county jail facility. Providing County shall have the right to audit all financial data pertaining to the fees and expenses charged to Providing County for the housing and maintenance of prisoners, which right shall survive the term of this Agreement. The Oglethorpe County Sheriff or Chief Jailer shall maintain a record of each Providing County’s prisoner which shall include the duration of confinement.

MODIFICATION

This Agreement may be changed at any time during its term of operation. Changes, modifications, and deletions shall only be effective if made in writing and signed by the appropriate authorities of each party.

TERMINATION

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination. In addition, County may terminate this Agreement and refuse to accept Providing County’s prisoners if Providing County fails to remit all monies due in a timely manner.

TERM

The term of this Agreement shall be One (1) year, effective immediately, and shall automatically renew annually for a maximum of four (4) consecutive one (1) year terms unless terminated in accordance with this agreement. At the conclusion of the fourth annual renewal, there shall be no further automatic renewals unless a new agreement is executed between the parties.

INMATE HOUSING AND JAIL REIMBURSEMENT CONTRACT

David Gabriel, Sheriff, Oglethorpe County, Georgia (Or Representative)

Date

Chairman, Oglethorpe County BOC (Or Representative)

Date

Joe Chapman, Sheriff, Walton County Georgia (Or Representative)

Date

Chairman, Walton County BOC (Or Representative)

Date

Counterpart No. ____ of ____

Original Executed Counterparts
Counterpart of _____.

**STATE OF GEORGIA;
COUNTY OF FULTON:**

**LEASE BY AND BETWEEN
STATE OF GEORGIA
AND
WALTON COUNTY, GEORGIA**

THIS LEASE (hereinafter referred to as the "Lease") effective _____, 20____, by and between WALTON COUNTY, GEORGIA, a charter authority and political subdivision of the State of Georgia, (hereinafter referred to as "COUNTY" or "LESSOR"), and STATE OF GEORGIA, acting by and through the State Properties Commission, (hereinafter referred to as the "STATE" or "LESSEE") (sometimes individually referred to as a "Party" and collectively as the "Parties").

WITNESSETH THAT:

WHEREAS, the County is the owner of certain improved real property consisting of approximately _____ acres lying and being in Land Lots _____ of the _____ District of Walton County, Georgia, and as more particularly described on the Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, at its June 3, 2021 meeting, the Walton County Board of Commission approved the leasing of the Property from the County to the State; and

WHEREAS, at its June 6, 2021 meeting, the State Properties Commission approved the leasing of the Property from the County for the purposes of a Driver Services testing site; and

WHEREAS, the leased Property will be under the custody and control of the Department of Driver Services; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and the mutual public good to be derived by the Lease, the receipt and sufficiency of which is hereby acknowledged, upon the following terms and conditions to be paid and kept by the State, the County grants and leases to the State, and the State does hereby accept, take and lease from County, the Property.

**1.
USE OF PROPERTY**

1.1 The Property shall be used by the State solely for the establishment of a Driver Services testing site, storage facility, and motorcycle maintenance facility, including constructing, maintaining and operating the testing site, motorcycle maintenance facility, and storage facility and such purposes as are

incidental thereto, and for no other purposes without the prior written consent of the County, in its sole discretion.

1.2 Without limitation, the State shall not use the Property: (a) for any purpose not authorized by this Lease, (b) for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (c) commit, or suffer to be committed, any waste in or on the Property, nor shall it create or permit any nuisance in or on the Property.

2.
OCCUPANCY

The State shall occupy and operate the Property continuously throughout the Term (as hereinafter defined) of this Lease and shall not desert, surrender, abandon or cease using the Property during the Term.

3.
RENT

3.1 For and as rent for the Property, the State agrees to keep each and every term and condition of this Lease required to be kept by the State, each of which shall be deemed material and constitute rent for the Property.

3.2 Rent. Lessee shall pay in advance to Lessor the sum of TEN AND NO/100 DOLLARS (\$10.00) per year, payable in advance upon execution of this Lease.

4.
TERM AND TERMINATION

4.1 The term of this Lease shall be defined as the period commencing on _____, (hereinafter referred to as the "Commencement Date") and expiring at 11:59 PM on the day before the fiftieth (50th) anniversary of the Commencement Date (hereinafter referred to as the "Expiration Date") with the period between the commencement and expiration date hereinafter collectively referred to as the "Term". Lessee may terminate this Lease, with or without cause, by providing Lessor with one hundred and eighty (180) days written notice of such termination. This Lease shall automatically terminate upon the State's discontinuance of its use of the Between Customer Service Center, located at 1010 Heritage Parkway, Between, Georgia 30655 as a Department of Driver Services building pursuant to Section 1 of this Lease.

4.2 Upon expiration or earlier termination of this Lease, all rights and interests of the State (and all persons whomsoever claiming by, under or through the State) in and to the Property shall wholly cease and title to the Property shall vest in the County without further act or conveyance.

5.
HOLDING OVER

The State shall not use or remain in possession of the Property after the expiration or earlier termination of this Lease. Any holding over or continued use or occupancy of the Property by the State after the expiration or earlier termination of this Lease, without consent from the County, shall constitute a Tenancy-At-Will in the State and not a renewal of the Lease by operation of law, subject to the provisions of this Lease.

6.
INSPECTION AND TITLE

The State has fully inspected the Property and determined, in its sole discretion that the Property in its present condition is suitable for the State’s current and future intended use. The County represents and warrants to the State that it holds good and marketable title to the Property and has the requisite authority to enter into this Lease. Except as otherwise expressly provided herein, the County makes no representations or warranties of any kind, express or implied, regarding the Property, including the condition, habitability or suitability for any particular use or purpose of the Property.

7.
NO JOINT VENTURE

Nothing contained in this Lease shall make, or shall be construed to make, the State and the County partners or joint venturers with each other, nor shall anything contained in this Lease render, or shall be construed to render, either party liable to a third party for the debts or obligations of the other.

8.
IMPROVEMENTS

8.1 The State may construct, without written approval from the County, any reasonably desired or necessary improvements to the Property consistent with Section 1 of this Lease, at its sole cost and expense. All such improvements shall be performed and completed by the State in accordance with such approved plans, in a first-class and workmanlike manner, in conformity with all laws, ordinances, building codes, regulations, and legal requirements, and in full compliance with the terms of the Lease.

8.2 The State shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien or other encumbrance upon the Property, or any part thereof or upon the State’s interest under the Lease that arises from or is related to the making of any improvements to the Property or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of the State or by reason of any construction, repairs or materials made or provided by or at the direction of the State for all or any part of any improvements on the Property.

8.3 Title to any and all improvements, erections or additions constructed on the Property by the State subsequent to the State’s initial occupancy of the Property shall be at all times the property of the State during the Term of this Lease. Upon such expiration or termination, the County may accept or request that the State remove such improvements. Any such furniture, furnishings, movable fixtures, equipment or proprietary property that is not removed by the State upon the expiration or earlier termination of this Lease shall be deemed abandoned by the State and shall become the property of the County.

9.
INSURANCE

The State’s liability hereunder is created, determined and limited by the Georgia Tort Claims Act, O.C.G.A. §§ 50-21-1 *et seq.* The State represents that they are self-insured in accordance with the specifications established by the Department of Administrative Services to cover claims for damages to persons or property by reason of the State’s use or occupancy of the Property.

10.
UTILITIES

At its sole cost and expense, the State shall cause to be furnished and shall pay for all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for the State's use of the Property.

11.
TAXES AND ASSESSMENTS

11.1 The State agrees, during its use and occupancy of the Property, to pay or cause to be paid, to the public officer charged with collection thereof and before any of the same shall become delinquent the payment of (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions", which during the State's use and/or occupancy of the Property, may be assessed, levied, charged or imposed against or with respect to the State's interest in the Property, including, but not limited to, the building, fixtures, equipment and personal property, if any there be, located therein or thereon; and (b) any impositions assessed, levied, charged or imposed on or with respect to the conduct of the State's business in or on the Property.

11.2 Nothing herein shall obligate or require the payment of any imposition by the State, unless such obligation or requirement is provided by law. The State may contest the validity, legality or amount of any imposition in the manner provided by law after posting of security with (and acceptable to) the County in an amount equal to the amount of the imposition claimed to be due. Within ten (10) days after the payment by the State of any imposition, the State will furnish to the County a copy of said receipt evidencing such payment.

12.
CONDEMNATION, DESTRUCTION OF OR DAMAGE TO PROPERTY

If the Property or any improvements erected on the Property are condemned, totally or partially destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe during the Term of this Lease, then (a) the County or the State, by written mutual consent, may rebuild and restore the taken, damaged or destroyed portions of the Property as nearly as possible to the condition as existed immediately prior to such taking, damage or destruction or (b) the parties may by written mutual consent terminate this Lease.

13.
REPAIR

The State, at all times during this Lease, at its sole cost and expense, shall keep all portions of the Property in good order, condition and repair. The State's obligations hereunder include, without limitation, all necessary repairs and replacements of the Property, structural or otherwise, ordinary or extraordinary, including but not limited to the roof, foundation, structure, parking lot and driveways, exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, and lighting, heating, plumbing and sewage lines and facilities, and air conditioning equipment, and all other portions of the Property, excluding such repairs and replacements for damage or destruction of the Property as set forth in Section 12 above. The County shall not be required, unless damage is caused by the County, to make any repairs of any kind or nature, in, on or to the Property during the Term of this Lease. The State shall operate,

maintain and repair the Property and any other buildings it builds thereon in accordance with the existing rules, regulations, and policies of the State of Georgia and in accordance with the provisions of this Lease.

14.

HAZARDOUS SUBSTANCES

14.1 The State shall not bring, deposit, or allow to be brought or deposited, in or upon the Property, any pollutant or harmful substance, except for substances ordinarily used in the care and maintenance of the Property and in compliance with all other applicable provisions of this Lease.

14.2 The State represents that it will not allow any of the following to occur on the Property, regardless of cause: (A) any generation, treatment, recycling, storage or disposal of any hazardous substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of hazardous substances; (C) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyl (PCB) used in hydraulic oils, electric transformers or other equipment; or (F) any release or threatened release of hazardous substance to the environment in forms or quantity requiring remedial action under environmental laws. The State's obligation in no way extends to any environmental condition of the Property existing prior to the State's possession.

15.

INSPECTION

The State shall permit the County and its duly authorized representatives at reasonable times to enter in and on the Property to examine the Property and to ensure the Lease covenants in this Lease are being performed.

16.

NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT

In its occupancy and use of the Property, the State shall not discriminate against any person on the basis of race, color, national origin, age or disability. This covenant of the Lease may be enforced by termination of the Lease and any other remedy available at law.

The State shall, at the State's sole cost and expense, comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. The State hereby expressly assumes all responsibility for compliance with the ADA relating to the Property and the activities conducted by the State on the Property. Any alterations to the Property made by the State for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that the County consent to such alterations shall not constitute either the County's assumption, in whole or in part, of the State's responsibility for compliance with the ADA, or representation or confirmation by the County that such alterations comply with the provisions of the ADA.

17.

TRANSFER, ASSIGNMENT AND SUBLETTING

The State shall not transfer or assign (whether by instrument or operation of law or, if applicable, by withdrawal, sale, gift, exchange, change in partnership ownership or membership, change in stock ownership, merger, consolidation, dissolution or reorganization of any type) this Lease or any right or privilege of the State hereunder without the prior written consent, of the County, in its sole discretion. The State shall not sublet the Property or any building built thereon or part thereof, or any right or privilege appurtenant thereto, nor permit nor suffer any party other than the State to use or occupy the Property or

any portion thereof without the prior written consent of the County, in its sole discretion. Any transfer, assignment or subletting without the prior written consent of the County shall be void *ab initio* and shall at the option of the County terminate this Lease. The State may, with the prior written consent of the County, transfer or assign this Lease or any of its rights or duties hereunder to another agency, department, authority, or instrumentality of the State for the same use and purposes as set forth in this Lease. The County's consent to a transfer, assignment, subletting, or to any use or occupancy by a party other than the State, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer, assignment and subletting, and each subsequent use and occupancy by a party other than the State shall likewise be made only with the prior written consent of the County, in its sole discretion. Any assignee of State, at the option of the County, shall become directly liable to the County for the performance of all obligations of State hereunder, but no sublease or assignment by State shall relieve State of any liability hereunder.

18.

RETURN OF PROPERTY; REMOVAL OF FIXTURES.

18.1 Return of Property. At the expiration or earlier termination of this Lease, the State shall surrender the Property in better or the same condition as it was in upon delivery of possession to the State under this Lease (including any temporary or permanent improvements, expansions, erections, additions and alterations to the Property made during the Lease by the State), reasonable wear and tear excepted, and shall surrender to the County all keys to all buildings and improvements on the Property.

18.2 Removal of Fixtures. Any trade fixtures, signs, and personal property of the State not permanently affixed to the Property shall remain the property of the State, and, the State shall have the right to remove any and all such trade fixtures, signs, and personal property. The State shall, at its sole cost and expense, repair any damage occasioned to the Property by the removal of any such trade fixtures, signs, or personal property. The State agrees that all trade fixtures, signs and personal property installed in or attached to the Property by the State shall be in good condition when installed and shall be maintained so as to preserve the value of the Property. Any such trade fixtures, signs, furniture, furnishings, movable fixtures, equipment or proprietary property that is not removed by the State upon the expiration or earlier termination of this Lease shall be deemed abandoned by the State and shall become the property of the County.

19.

ESTATE IN LAND

This Lease shall create an estate for years between the parties hereto.

20.

NOTICES

All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS, or Federal Express), or personally delivered to the applicable party at the addresses set forth below. Notices shall be deemed given upon receipt, if delivered by overnight carrier or personally, or on the third business day after mailing, if delivered by United States certified mail.

To Walton County: Walton County Board of Commissioners
 111 S. Broad Street
 Monroe, Georgia 30655

To State: Georgia State Properties Commission
 Attention: Executive Director

270 Washington Street
Suite 2-129
Atlanta, Georgia 30334

With a Copy to: Georgia Department of Driver Services
Post Office Box 1456
Atlanta, Georgia 30371-1456

21.
TIME IS OF THE ESSENCE

All time limits stated herein are of the essence with respect to this Lease.

22.
NON-WAIVER

No failure of either party to exercise any right or power given under this Lease, or to insist upon strict compliance with the provisions of this Lease, and no custom or practice of the State or the County at variance with the terms and conditions of this Lease, shall constitute a waiver of the other party's right to demand exact and strict compliance with the terms and conditions of this Lease.

23.
DEFAULT/REMEDIES/RIGHTS CUMULATIVE

23.1 EVENTS OF DEFAULT. The following events shall constitute Events of Default (whether any such event shall be voluntary or involuntary, or come about or be effected by operation of law or pursuant to or in compliance with any order of any court or any statute, rule, regulation, or order of any governmental body):

- a) The State shall fail to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder, and such failure shall continue un-remedied for a period of thirty (30) days after the State has received notice hereof from the County; or
- b) Any representation or warranty made by the State herein shall at any time prove to have been incorrect in any material respect; or
- c) The State causes or permits an attachment or attachments or other lien or liens to be issued or entered against the Property and shall not be discharged or stayed within 60 days; or
- d) The State shall abandon or cease continuous use of the Property without proper termination of the Lease.

23.2 REMEDIES. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, the County may at its option declare this Lease to be in default; and at any time thereafter, so long as the State shall not have remedied all outstanding Events of Default, the County may terminate this Lease and/or do one or more of the following as the County in its sole discretion shall elect:

- a) pursue any remedies available at law; or

b) re-enter and take possession of the Property, dispossess the State or any other occupant of the Property, and remove the State's or such occupant's personal effects and property from the Property and store the same in a public warehouse or elsewhere at the cost of and for the account of the State.

Except as otherwise provided herein, the rights and remedies provided in this section are cumulative and are not exclusive of any rights or remedies otherwise available to the County at law.

23.3 RIGHT TO CURE DEFAULTS. the County may at its election and cost (but without any liability to do so) cure any default by the State under this Lease. the County may seek to recover any such cost in a court of competent jurisdiction.

24.
BINDING EFFECT

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of the State, and to the extent that the County has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of the State, and to any leasehold mortgagee and its successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

25.
INTERPRETATION

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.
GEORGIA AGREEMENT

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. It is agreed that any action brought to enforce or interpret this Lease shall be brought only in a court of competent jurisdiction located in Fulton County, Georgia.

27.
SECTION HEADINGS

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

28.
NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations indemnities or limitations of liability whatsoever in this Lease.

29.

WHEREAS PROVISIONS AND EXHIBITS

The “Whereas” clauses appearing at the beginning of this Lease and the Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Lease, the Exhibits shall control.

30.

SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

31.

COUNTERPARTS

This Lease may be executed in two (2) or more counterparts each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

32.

ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between the County and the State with respect to the Property and the State's use and occupancy thereof. No member, officer, employee or agent of the State or the County has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both the State and the County and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the County, acting by and through its duly authorized hereinafter named representatives, and the State, acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof

(Signatures begin on next page and remainder of page is intentionally blank)

WALTON COUNTY BOARD OF COMMISSIONERS

By: _____ L.S.

Attest: _____ L.S.

(Seal Affixed Here)

Signed, sealed and delivered,
as to Walton County, in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:

(Notary Public Seal Affixed here)

(Signatures continued on next page)

STATE OF GEORGIA,
Acting by and through its State Properties
Commission

By: _____(Seal)
GOVERNOR BRIAN P. KEMP
as Chairman of the State
Properties Commission

Attest: _____(Seal)
Marty W. Smith
Executive Director
State Properties Commission

(State Properties Commission
Seal Affixed Here)

(Seal of the State of Georgia
Affixed here)

Signed, sealed and delivered,
as to the State, in our presence:

Unofficial Witness

Official Witness, Notary Public

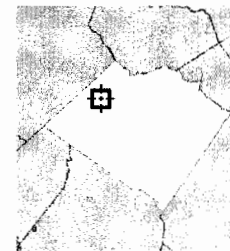
My Commission Expires:

(Notary Public Seal Affixed here)

**Exhibit A to
Lease Description of Property**



Overview



Legend

Parcels

Parcel ID C06101230DP
 Class Code Exempt
 Taxing District Between
 Acres 53

Owner WALTON COUNTY
 303 S HAMMOND DRIVE
 MONROE, GA 30655
 Physical Address 1000 HERITAGE PKWY
 Appraised Value Value \$2344200

Last 2 Sales			
Date	Price	Reason	Qual
8/7/2008	0	n/a	U
7/14/1999	0	n/a	U

(Note: Not to be used on legal documents)

Date created: 5/20/2021
 Last Data Uploaded: 5/20/2021 6:30:30 AM

Developed by  **Schneider**
 GEOSPATIAL

Counterpart No. ____ of ____

Original Executed Counterparts
Counterpart of _____.

**STATE OF GEORGIA;
COUNTY OF FULTON:**

**LEASE BY AND BETWEEN
STATE OF GEORGIA
AND
WALTON COUNTY, GEORGIA**

THIS LEASE (hereinafter referred to as the "Lease") effective _____, 20____, by and between WALTON COUNTY, GEORGIA, a charter authority and political subdivision of the State of Georgia, (hereinafter referred to as "COUNTY" or "LESSOR"), and STATE OF GEORGIA, acting by and through the State Properties Commission, (hereinafter referred to as the "STATE" or "LESSEE") (sometimes individually referred to as a "Party" and collectively as the "Parties").

WITNESSETH THAT:

WHEREAS, the County is the owner of certain improved real property consisting of approximately ____ acres lying and being in Land Lots _____ of the _____ District of Walton County, Georgia, and as more particularly described on the Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, at its ~~_____~~ June 3, 2021 meeting, the Walton County Board of Commission approved the leasing of the Property from the County to the State; and

WHEREAS, at its June 6, 2021 meeting, the State Properties Commission approved the leasing of the Property from the County for the purposes of a Driver Services testing site; and

WHEREAS, the leased Property will be under the custody and control of the Department of Driver Services; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and the mutual public good to be derived by the Lease, the receipt and sufficiency of which is hereby acknowledged, upon the following terms and conditions to be paid and kept by the State, the County grants and leases to the State, and the State does hereby accept, take and lease from County, the Property.

**I.
USE OF PROPERTY**

1.1 The Property shall be used by the State solely for the establishment of a Driver Services testing site, storage facility, and motorcycle maintenance facility, including constructing, maintaining and operating the testing site, motorcycle maintenance facility, and storage facility and such purposes as are



incidental thereto, and for no other purposes without the prior written consent of the County, in its sole discretion.

1.2 Without limitation, the State shall not use the Property: (a) for any purpose not authorized by this Lease, (b) for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (c) commit, or suffer to be committed, any waste in or on the Property, nor shall it create or permit any nuisance in or on the Property.

2.
OCCUPANCY

The State shall occupy and operate the Property continuously throughout the Term (as hereinafter defined) of this Lease and shall not desert, surrender, abandon or cease using the Property during the Term.

3.
RENT

3.1 For and as rent for the Property, the State agrees to keep each and every term and condition of this Lease required to be kept by the State, each of which shall be deemed material and constitute rent for the Property.

3.2 Rent. Lessee shall pay in advance to Lessor the sum of TEN AND NO/100 DOLLARS (\$10.00) per year, payable in advance upon execution of this Lease.

4.
TERM AND TERMINATION

4.1 The term of this Lease shall be defined as the period commencing on _____, (hereinafter referred to as the "Commencement Date") and expiring at 11:59 PM on the day before the fiftieth (50th) anniversary of the Commencement Date (hereinafter referred to as the "Expiration Date") with the period between the commencement and expiration date hereinafter collectively referred to as the "Term". Lessee may terminate this Lease, with or without cause, by providing Lessor with one hundred and eighty (180) days written notice of such termination. This Lease shall automatically terminate upon the State's discontinuance of its use of the Between Customer Service Center, located at 1010 Heritage Parkway, Between, Georgia 30655 as a Department of Driver Services building pursuant to Section 1 of this Lease.

4.2 Upon expiration or earlier termination of this Lease, all rights and interests of the State (and all persons whomsoever claiming by, under or through the State) in and to the Property shall wholly cease and title to the Property shall vest in the County without further act or conveyance.

5.
HOLDING OVER

The State shall not use or remain in possession of the Property after the expiration or earlier termination of this Lease. Any holding over or continued use or occupancy of the Property by the State after the expiration or earlier termination of this Lease, without consent from the County, shall constitute a Tenancy-At-Will in the State and not a renewal of the Lease by operation of law, subject to the provisions of this Lease.

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6.
INSPECTION AND TITLE

The State has fully inspected the Property and determined, in its sole discretion that the Property in its present condition is suitable for the State's current and future intended use. The County represents and warrants to the State that it holds good and marketable title to the Property and has the requisite authority to enter into this Lease. Except as otherwise expressly provided herein, the County makes no representations or warranties of any kind, express or implied, regarding the Property, including the condition, habitability or suitability for any particular use or purpose of the Property.

7.
NO JOINT VENTURE

Nothing contained in this Lease shall make, or shall be construed to make, the State and the County partners or joint venturers with each other, nor shall anything contained in this Lease render, or shall be construed to render, either party liable to a third party for the debts or obligations of the other.

8.
IMPROVEMENTS

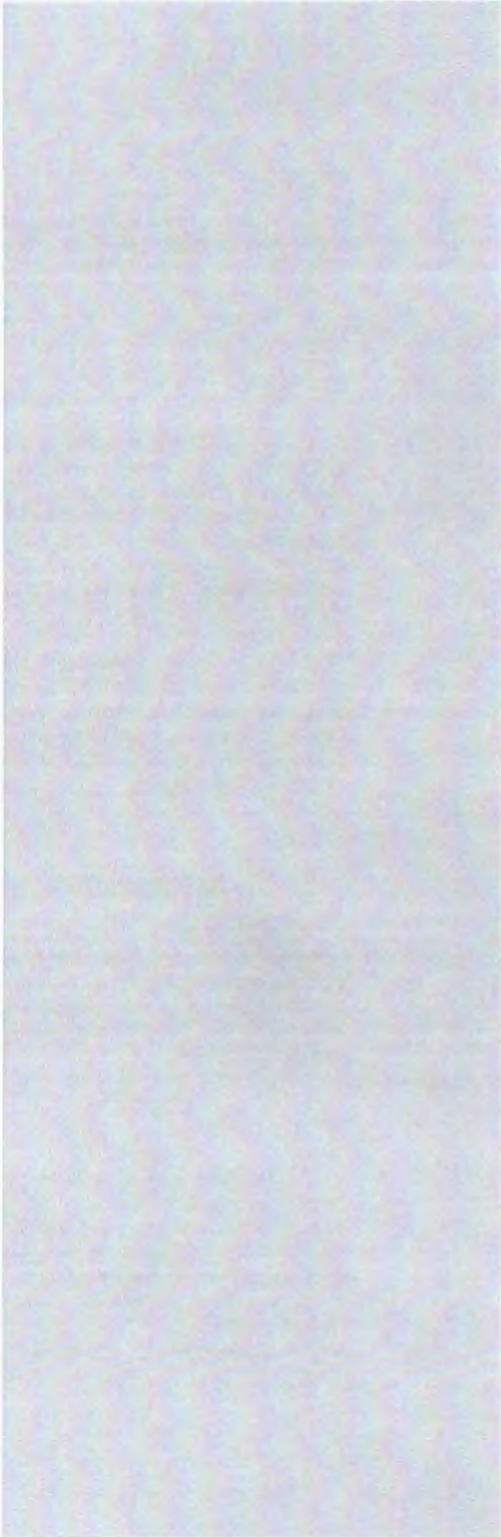
8.1 The State may construct, without written approval from the County, any reasonably desired or necessary improvements to the Property consistent with Section 1 of this Lease, at its sole cost and expense. All such improvements shall be performed and completed by the State in accordance with such approved plans, in a first-class and workmanlike manner, in conformity with all laws, ordinances, building codes, regulations, and legal requirements, and in full compliance with the terms of the Lease.

8.2 The State shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien or other encumbrance upon the Property, or any part thereof or upon the State's interest under the Lease that arises from or is related to the making of any improvements to the Property or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of the State or by reason of any construction, repairs or materials made or provided by or at the direction of the State for all or any part of any improvements on the Property.

8.3 Title to any and all improvements, erections or additions constructed on the Property by the State subsequent to the State's initial occupancy of the Property shall be at all times the property of the State during the Term of this Lease. Upon such expiration or termination, the County may accept or request that the State remove such improvements. Any such furniture, furnishings, movable fixtures, equipment or proprietary property that is not removed by the State upon the expiration or earlier termination of this Lease shall be deemed abandoned by the State and shall become the property of the County.

9.
INSURANCE

The State's liability hereunder is created, determined and limited by the Georgia Tort Claims Act, O.C.G.A. §§ 50-21-1 *et seq.* The State represents that they are self-insured in accordance with the specifications established by the Department of Administrative Services to cover claims for damages to persons or property by reason of the State's use or occupancy of the Property. -



10.
UTILITIES

At its sole cost and expense, the State shall cause to be furnished and shall pay for all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for the State's use of the Property.

11.
TAXES AND ASSESSMENTS

11.1 The State agrees, during its use and occupancy of the Property, to pay or cause to be paid, to the public officer charged with collection thereof and before any of the same shall become delinquent the payment of (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions", which during the State's use and/or occupancy of the Property, may be assessed, levied, charged or imposed against or with respect to the State's interest in the Property, including, but not limited to, the building, fixtures, equipment and personal property, if any there be, located therein or thereon; and (b) any impositions assessed, levied, charged or imposed on or with respect to the conduct of the State's business in or on the Property.

11.2 Nothing herein shall obligate or require the payment of any imposition by the State, unless such obligation or requirement is provided by law. The State may contest the validity, legality or amount of any imposition in the manner provided by law after posting of security with (and acceptable to) the County in an amount equal to the amount of the imposition claimed to be due. Within ten (10) days after the payment by the State of any imposition, the State will furnish to the County a copy of said receipt evidencing such payment.

12.
CONDEMNATION, DESTRUCTION OF OR DAMAGE TO PROPERTY

If the Property or any improvements erected on the Property are condemned, totally or partially destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe during the Term of this Lease, then (a) the County or the State, by written mutual consent, may rebuild and restore the taken, damaged or destroyed portions of the Property as nearly as possible to the condition as existed immediately prior to such taking, damage or destruction or (b) the parties may by written mutual consent terminate this Lease.

13.
REPAIR

The State, at all times during this Lease, at its sole cost and expense, shall keep all portions of the Property in good order, condition and repair. The State's obligations hereunder include, without limitation, all necessary repairs and replacements of the Property, structural or otherwise, ordinary or extraordinary, including but not limited to the roof, foundation, structure, parking lot and driveways, exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, and lighting, heating, plumbing and sewage lines and facilities, and air conditioning equipment, and all other portions of the Property, excluding such repairs and replacements for damage or destruction of the Property as set forth in Section 12 above. The County shall not be required, unless damage is caused by the County, to make any repairs of any kind or nature, in, on or to the Property during the Term of this Lease. The State shall operate,

maintain and repair the Property and any other buildings it builds thereon in accordance with the existing rules, regulations, and policies of the State of Georgia and in accordance with the provisions of this Lease.

14.
HAZARDOUS SUBSTANCES

14.1 The State shall not bring, deposit, or allow to be brought or deposited, in or upon the Property, any pollutant or harmful substance, except for substances ordinarily used in the care and maintenance of the Property and in compliance with all other applicable provisions of this Lease.

14.2 The State represents that it will not allow any of the following to occur on the Property, regardless of cause: (A) any generation, treatment, recycling, storage or disposal of any hazardous substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of hazardous substances; (C) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyl (PCB) used in hydraulic oils, electric transformers or other equipment; or (F) any release or threatened release of hazardous substance to the environment in forms or quantity requiring remedial action under environmental laws. The State's obligation in no way extends to any environmental condition of the Property existing prior to the State's possession.

15.
INSPECTION

The State shall permit the County and its duly authorized representatives at reasonable times to enter in and on the Property to examine the Property and to ensure the Lease covenants in this Lease are being performed.

16.
NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT

In its occupancy and use of the Property, the State shall not discriminate against any person on the basis of race, color, national origin, age or disability. This covenant of the Lease may be enforced by termination of the Lease and any other remedy available at law.

The State shall, at the State's sole cost and expense, comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. The State hereby expressly assumes all responsibility for compliance with the ADA relating to the Property and the activities conducted by the State on the Property. Any alterations to the Property made by the State for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that the County consent to such alterations shall not constitute either the County's assumption, in whole or in part, of the State's responsibility for compliance with the ADA, or representation or confirmation by the County that such alterations comply with the provisions of the ADA.

17.
TRANSFER, ASSIGNMENT AND SUBLETTING

The State shall not transfer or assign (whether by instrument or operation of law or, if applicable, by withdrawal, sale, gift, exchange, change in partnership ownership or membership, change in stock ownership, merger, consolidation, dissolution or reorganization of any type) this Lease or any right or privilege of the State hereunder without the prior written consent, of the County, in its sole discretion. The State shall not sublet the Property or any building built thereon or part thereof, or any right or privilege appurtenant thereto, nor permit nor suffer any party other than the State to use or occupy the Property or

any portion thereof without the prior written consent of the County, in its sole discretion. Any transfer, assignment or subletting without the prior written consent of the County shall be void *ab initio* and shall at the option of the County terminate this Lease. The State may, with the prior written consent of the County, transfer or assign this Lease or any of its rights or duties hereunder to another agency, department, authority, or instrumentality of the State for the same use and purposes as set forth in this Lease. The County's consent to a transfer, assignment, subletting, or to any use or occupancy by a party other than the State, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer, assignment and subletting, and each subsequent use and occupancy by a party other than the State shall likewise be made only with the prior written consent of the County, in its sole discretion. Any assignee of State, at the option of the County, shall become directly liable to the County for the performance of all obligations of State hereunder, but no sublease or assignment by State shall relieve State of any liability hereunder.

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 Monroe, Georgia 30655

To State: Georgia State Properties Commission
 Attention: Executive Director

270 Washington Street
Suite 2-129
Atlanta, Georgia 30334

With a Copy to: Georgia Department of Driver Services
Post Office Box 1456
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21.
TIME IS OF THE ESSENCE

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22.
NON-WAIVER

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- a) The State shall fail to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder, and such failure shall continue un-remedied for a period of thirty (30) days after the State has received notice hereof from the County; or
- b) Any representation or warranty made by the State herein shall at any time prove to have been incorrect in any material respect; or
- c) The State causes or permits an attachment or attachments or other lien or liens to be issued or entered against the Property and shall not be discharged or stayed within 60 days; or
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23.2 REMEDIES. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, the County may at its option declare this Lease to be in default; and at any time thereafter, so long as the State shall not have remedied all outstanding Events of Default, the County may terminate this Lease and/or do one or more of the following as the County in its sole discretion shall elect:

- a) pursue any remedies available at law; or

b) re-enter and take possession of the Property, dispossess the State or any other occupant of the Property, and remove the State's or such occupant's personal effects and property from the Property and store the same in a public warehouse or elsewhere at the cost of and for the account of the State.

Except as otherwise provided herein, the rights and remedies provided in this section are cumulative and are not exclusive of any rights or remedies otherwise available to the County at law.

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BINDING EFFECT

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Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

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28.
NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations indemnities or limitations of liability whatsoever in this Lease.

29.
WHEREAS PROVISIONS AND EXHIBITS

The "Whereas" clauses appearing at the beginning of this Lease and the Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Lease, the Exhibits shall control.

30.
SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

31.
COUNTERPARTS

This Lease may be executed in two (2) or more counterparts each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

32.
ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between the County and the State with respect to the Property and the State's use and occupancy thereof. No member, officer, employee or agent of the State or the County has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both the State and the County and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the County, acting by and through its duly authorized hereinafter named representatives, and the State, acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof

(Signatures begin on next page and remainder of page is intentionally blank)



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**WALTON COUNTY BOARD OF
~~COMMISSIONER~~COMMISSIONERS**

By: _____ L.S.

Attest: _____ L.S.

(Seal Affixed Here)

Signed, sealed and delivered,
as to Walton County, in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:
(Notary Public Seal Affixed here)

(Signatures continued on next page)

STATE OF GEORGIA,
Acting by and through its State Properties
Commission

By: _____ (Seal)
GOVERNOR BRIAN P. KEMP
as Chairman of the State
Properties Commission

Attest: _____ (Seal)
Marty W. Smith
Executive Director
State Properties Commission

(State Properties Commission
Seal Affixed Here)

(Seal of the State of Georgia
Affixed here)

Signed, sealed and delivered,
as to the State, in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:
(Notary Public Seal Affixed here)

**Exhibit A to
Lease Description of Property**



Overview



Legend

□ Parcels

Parcel ID C06101230DP
 Class Code Exempt
 Taxing District Between
 Acres 53

Owner WALTON COUNTY
 303 S HAMMOND DRIVE
 MONROE, GA 30655
 Physical Address 1000 HERITAGE PKWY
 Appraised Value Value \$2344200

Last 2 Sales			
Date	Price	Reason	Qual
8/7/2008	0	n/a	U
7/14/1999	0	n/a	U

(Note: Not to be used on legal documents)

Date created: 5/20/2021
 Last Data Uploaded: 5/20/2021 6:30:30 AM

Developed by Schneider
 GEOSPATIAL

From: slfrp@treasury.gov <slfrp@treasury.gov>

Date: Fri, May 21, 2021 at 12:48 PM

Subject: Submission Confirmation - American Rescue Plan Act of 2021 – Treasury’s Coronavirus State and Local Fiscal Recovery Funds

To: milton.cronheim@co.walton.ga.us <milton.cronheim@co.walton.ga.us>

Cc: CARESITFORMS@Treasury.gov <caresitforms@treasury.gov>

The review of your submission to the Treasury Submission Portal for Coronavirus State and Local Fiscal Recovery Funds on behalf of Walton County Board of Commissioners is finished and the information and documentation you submitted was determined to be complete and accurate.

Your payment is based on the relevant allocation methodology and any applicable tranching. Additional information is available on the Coronavirus State and Local Fiscal Recovery Funds website – www.treasury.gov/SLFRP. At this time the Department of Treasury has processed a payment in the amount of \$9,186,790.50. Please note, receipt timeline of this payment is subject to your financial institution’s usual processing times.

If you have questions about the application payment portal or for technical support, please email covidreliefitsupport@treasury.gov. If you have general questions about the American Rescue Plan Coronavirus State & Local Fiscal Recovery Funds (SLFRF) please email SLFRP@treasury.gov or call 844-529-9527.

U.S. Department of the Treasury

Coronavirus State and Local Fiscal Recovery Fund

SLFRP@treasury.gov

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Company Name Walton County Board of Commissioners
 Office/Client Number _____
 Federal ID Number 58-6000902

The parties hereby agree to amend the Paychex Service Agreement for Paychex Time and Attendance Services between Client and Paychex dated ___/___/___ (the "Agreement") as follows:

1. Section 6 of Part B of the Agreement is hereby amended to read in its entirety as follows:

"6. Client Default. In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare any or all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all past due Amounts Due, including advances or overpayments, made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of ~~Monroe~~Walton, State of ~~New York~~Georgia, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex."

2. Section 8 of Part B of the Agreement is hereby amended to read in its entirety as follows:

"8. Indemnification. To the extent permitted by Law, Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA Rules; (iv) Client's breach of any warranty set forth in the Agreement; and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party."

3. Section 13 of Part B of the Agreement is hereby amended to read in its entirety as follows:

"13. Governing Law and Arbitration. The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by ERISA, without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, related to, or in connection with, the Agreement or the Services, will be determined only by binding arbitration in (i) Rochester, New York if initiated by Client, or (ii) Client's location if initiated by Paychex, and in either case in accordance with the commercial rules of the American Arbitration Association. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement.** A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The Parties agree that the prevailing Party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either Party to the Agreement. The Parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each Party must only bring claims against each other in their individual capacity."

THIS ADDENDUM IS NOT INTENDED TO MODIFY OR REPLACE ANY PART OR PROVISION OF THE AGREEMENT OTHER THAN AS EXPRESSLY SET FORTH ABOVE.

Client Authorized Officer/Representative Name _____ **Title** _____
PLEASE PRINT

Client Authorized Officer/Representative's Signature _____ **Date** _____

Paychex Authorized Representative's Name _____ **Title** _____
PLEASE PRINT

Paychex Authorized Representative's Signature _____ **Date** _____

Investment Summary

Walton Co Board of Commissioners

Created Date: 04-01-2021
Quote Number: Q-106104

Prepared by:
Alex King
Sales Representative Level II - MMS
jaking@paychex.com
7705587034

Prepared for:
Walton Co Board of Commissioners
Milton Cronheim
milton.cronheim@co.walton.ga.us

Monthly Fees

Monthly Fees	Units	Rate / Unit	Total
Flex Time PEPM	125	\$2.31	\$288.75
Lease InVision Iris Time Clock	2	\$82.50	\$82.50
Total			\$371.25

One-Time Fees

One-Time Fees	Units	Rate / Unit	Total
Flex Time Setup Fee	1	\$1,100.00	\$1,100.00
Purchase InVision Iris Time Clock	1	\$1,320.00	\$1,320.00
Time Clock Delivery	1	\$25.00	\$25.00
Total			\$2,445.00

Please initial to indicate your understanding and agreement with this proposal: _____

① 1125.00 one time
 ② 453.75 /mo

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2021 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on August 4, 2020, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2021 budget to make changes to the Fiscal Year 2021 budget as presented in the attached summary schedule.

Adopted this 1st day of June, 2021

Chairman, David G. Thompson

Attest:

County Clerk, Rhonda R. Hawk

AMENDMENT SUMMARY
June 2021 Agenda

1. **Sheriff 3300:** Budget amendment to increase expenditures (54.2200 Vehicles) in the amount of \$170,395.00. This is being requested to fund the purchase of 5 - 2021 Dodge Durangos. The units were originally requested in the FY2022 budget but the Department was asked to move into the current year. This would result in a decrease in fund balance of \$170,395.00.
2. **Sheriff 3300:** Amendment to decrease expenditures in the amount of \$58,000.00 (51.1100 Regular Salaries) and to increase expenditures (53.1600 Small Equipment) for the same amount. This will fund equipping of the 5 Vehicles in Proposed Amendment #1 and has no effect on Fund Balance.
3. **Roadways & Walkways 4220:** Budget amendment to increase expenditures (52.2210 R&M Vehicles) by \$42,638.33 for repair of the 2017 Gradal engine. The effect on fund balance would be a decrease of \$42,638.33.
4. **Solid Waste 4530:** Budget amendment to increase expenditures by \$34,788.00 (54.2500 Equipment – two 40yd Open Top Containers and two Recycling Bins). The Top Containers and Recycling Bins were requested in the FY2022 budget but the Department was asked to move into the current year. This would result in a decrease in the fund balance of \$34,788.00.
5. **Roadways & Walkways 4220:** Budget amendment to increase expenditures by \$118,666 (52.1230 Consulting) and to increase revenue (38.9020 Reimburse Expenses) by \$94,932. This is for the Comprehensive Transportation Plan consulting services (fiscal) year to date costs. The \$300,000 contract was approved at the September 2020 BOC meeting. This 80/20 agreement results in a decrease in fund balance of \$23,734.
6. **Solid Waste 4530:** Budget amendment to increase expenditures by \$41,000 (54.2200 Vehicles). This unit (2021 Chevrolet Silverado) was originally included in the FY2022 budget request but the Department was asked to move into the current year. This would result in a decrease in fund balance of \$41,000.

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2021 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on August 4, 2020, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, to give the Chairman the authority to amend the Fiscal Year 2021 budgets as part of the fiscal year closing process, as actual figures for revenues and expenditures become available.

Adopted this 1st day of June, 2021

Chairman, David G. Thompson

Attest:

County Clerk Rhonda R. Hawk

RESOLUTION _____

WHEREAS, the Walton County Board of Commissioners Budget Committee has prepared and submitted to the Governing Authority budgets for the year beginning July 1, 2021 and ending June 30, 2022 for the General Fund, the Special Revenue Funds, Capital Projects and the Debt Service Fund; and

WHEREAS, the Board of Commissioners of Walton County has held meetings which were duly advertised and open to the public to discuss the proposed budgets; and

WHEREAS, the Board of Commissioners of Walton County advertised and held a Public Hearing on the proposed budgets on May 18, 2021; and

WHEREAS, the Board of Commissioners of Walton County has studied and revised the proposed budgets; it is considered in the best interest of Walton County to adopt these budgets.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, that the budget attached hereto and made a part of hereof for the year beginning July 1, 2021 and ending June 30, 2022, is approved.

ADOPTED THIS 1st DAY OF JUNE, 2021:

David G. Thompson, Chairman

ATTEST:

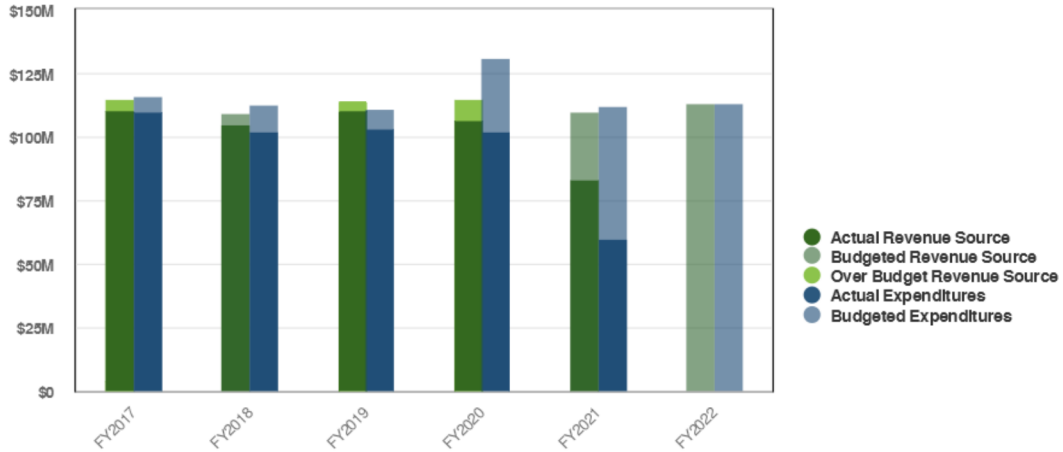
Rhonda R. Hawk, County Clerk



All Funds

Summary

Walton County is projecting \$113.16M of revenue in FY2022, which represents a 3% increase over the prior year. Budgeted expenditures are projected to increase by 0.8% or \$884.27K to \$113.16M in FY2022.

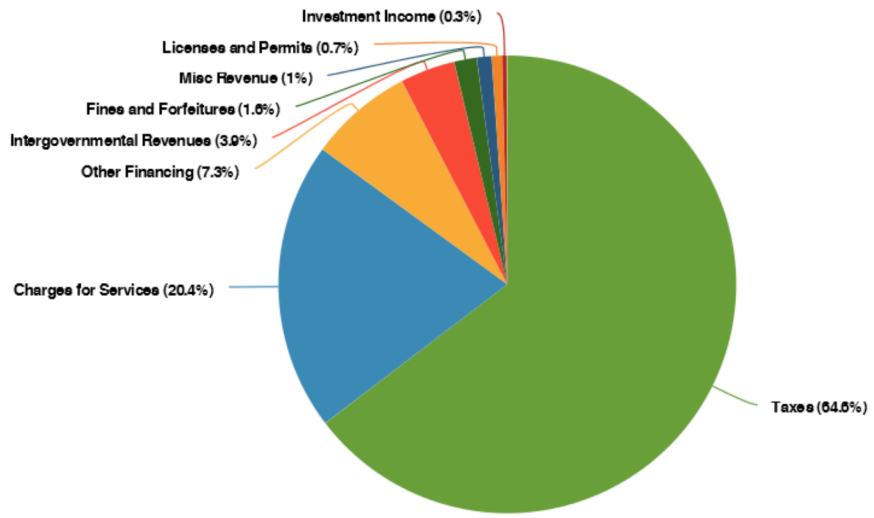


Revenue by Fund

Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
All Funds				
General Fund	\$57,368,784.91	\$56,549,617.00	\$60,665,335.00	\$4,115,718.00
Special Revenue Funds	\$10,461,550.25	\$12,677,581.32	\$13,484,563.00	\$806,981.68
Capital Funds	\$15,301,376.07	\$15,263,683.00	\$15,703,193.00	\$439,510.00
Debt Service Fund	\$1,107,769.93	\$866,586.00	\$652,583.00	-\$214,003.00
Enterprise Funds	\$21,574,176.81	\$24,378,934.39	\$22,650,706.00	-\$1,728,228.39
Internal Services	\$9,006,900.20	\$87,000.00		-\$87,000.00
Total All Funds:	\$114,820,558.17	\$109,823,401.71	\$113,156,380.00	\$3,332,978.29

Revenues by Source

Projected 2022 Revenues by Source



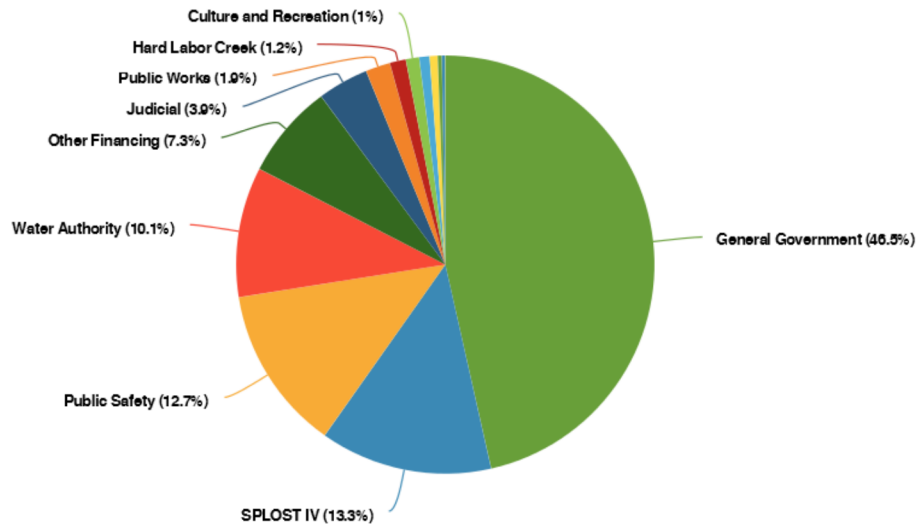
Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
Revenue Source				
Taxes				
General Government	\$47,041,871.86	\$45,622,236.00	\$49,394,976.00	\$3,772,740.00
Judicial	\$1,389,439.67	\$1,152,000.00	\$1,254,000.00	\$102,000.00
Public Safety	\$6,586,310.19	\$6,780,155.00	\$7,200,700.00	\$420,545.00
SPLOST IV	\$13,875,842.69	\$13,534,000.00	\$15,050,558.00	\$1,516,558.00
Housing and Development	\$187,108.38	\$250,000.00	\$250,000.00	\$0.00
Total Taxes:	\$69,080,572.79	\$67,338,391.00	\$73,150,234.00	\$5,811,843.00
Licenses and Permits				
Public Works	\$1,500.00	\$2,500.00	\$2,500.00	\$0.00
Water Authority	\$3,750.00	\$4,500.00	\$5,000.00	\$500.00
Housing and Development	\$458,853.79	\$513,100.00	\$513,100.00	\$0.00
General Government	\$60,217.11	\$70,200.00	\$75,200.00	\$5,000.00
Judicial	\$155,584.80	\$240,000.00	\$240,000.00	\$0.00
Total Licenses and Permits:	\$679,905.70	\$830,300.00	\$835,800.00	\$5,500.00
Intergovernmental Revenues				
General Government	\$25,613.82	\$35,354.00	\$31,004.00	-\$4,350.00
Judicial	\$234,011.00	\$185,780.00	\$185,780.00	\$0.00
Public Safety	\$572,230.44	\$1,099,471.00	\$1,007,028.00	-\$92,443.00

Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
Housing and Development	\$33,517.00	\$44,000.00	\$44,000.00	\$0.00
Public Works	\$1,451,605.30	\$1,327,000.00	\$1,327,000.00	\$0.00
Health and Welfare	\$50,000.00	\$47,000.00	\$94,000.00	\$47,000.00
Debt Service	\$464,271.00	\$389,555.00	\$354,092.00	-\$35,463.00
Water Authority	\$0.00	\$1,411,392.00	\$0.00	-\$1,411,392.00
Hard Labor Creek	\$83,478.28	\$1,215,588.00	\$1,347,902.00	\$132,314.00
Total Intergovernmental Revenues:	\$2,914,726.84	\$5,755,140.00	\$4,390,806.00	-\$1,364,334.00
Charges for Services				
General Government	\$2,364,817.87	\$2,444,807.00	\$2,644,971.00	\$200,164.00
Judicial	\$1,026,767.47	\$1,121,700.00	\$1,181,700.00	\$60,000.00
Public Safety	\$5,958,078.04	\$5,828,322.00	\$5,700,403.00	-\$127,919.00
Culture and Recreation	\$691,496.42	\$848,375.00	\$1,048,335.00	\$199,960.00
Housing and Development	\$45,538.04	\$86,400.00	\$84,500.00	-\$1,900.00
Water Authority	\$11,716,039.54	\$11,475,627.00	\$11,355,584.00	-\$120,043.00
Other Financing	\$8,986,419.59	\$0.00		\$0.00
Public Works	\$723,173.78	\$775,000.00	\$775,000.00	\$0.00
Solid Waste	\$274,010.48	\$254,120.00	\$269,120.00	\$15,000.00
Hard Labor Creek	\$45,084.17	\$20,000.00	\$21,385.00	\$1,385.00
Total Charges for Services:	\$31,831,425.40	\$22,854,351.00	\$23,080,998.00	\$226,647.00
Fines and Forfeitures				
Judicial	\$1,117,367.01	\$1,442,142.00	\$1,439,642.00	-\$2,500.00
Public Safety	\$90,229.85	\$297,848.00	\$227,125.00	-\$70,723.00
Health and Welfare	\$114,696.95	\$117,600.00	\$70,193.00	-\$47,407.00
Culture and Recreation	\$43,563.69	\$76,270.00	\$76,270.00	\$0.00
Housing and Development	\$83,988.00			\$0.00
Total Fines and Forfeitures:	\$1,449,845.50	\$1,933,860.00	\$1,813,230.00	-\$120,630.00
Investment Income				
General Government	\$262,071.28	\$310,850.00	\$268,559.00	-\$42,291.00
Judicial	\$294.58	\$840.00	\$665.00	-\$175.00
Public Safety	\$508.09	\$535.00	\$535.00	\$0.00
Water Authority	\$86,850.94	\$54,000.00	\$20,000.00	-\$34,000.00
Hard Labor Creek	\$44,287.73	\$37,000.00	\$31,057.00	-\$5,943.00
Solid Waste	\$19.32	\$20.00	\$20.00	\$0.00
Health and Welfare	\$473.81	\$520.00	\$470.00	-\$50.00
Culture and Recreation	\$499.80	\$1,380.00	\$1,380.00	\$0.00
Housing and Development	\$68.23	\$50.00	\$75.00	\$25.00
Other Financing	\$17,338.33	\$460.00	\$550.00	\$90.00
SPLOST III	\$326,617.79	\$450,000.00	\$30,000.00	-\$420,000.00
SPLOST IV	\$1,344.24	\$10,000.00	\$5,000.00	-\$5,000.00
Total Investment Income:	\$740,374.14	\$865,655.00	\$358,311.00	-\$507,344.00
Contributions and Donations From Private Sources				

Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
General Government	\$7,000.00	\$10,500.00	\$7,000.00	-\$3,500.00
Public Safety	\$175,067.12	\$253,889.71	\$34,857.00	-\$219,032.71
Culture and Recreation	\$2,400.00			\$0.00
Total Contributions and Donations From Private Sources:	\$184,467.12	\$264,389.71	\$41,857.00	-\$222,532.71
Misc Revenue				
General Government	\$385,401.85	\$127,103.00	\$153,927.00	\$26,824.00
Public Safety	\$175,238.28	\$163,348.00	\$209,854.00	\$46,506.00
Health and Welfare	\$580,250.04	\$588,250.00	\$541,250.00	-\$47,000.00
Culture and Recreation	\$25,535.00	\$63,000.00	\$45,000.00	-\$18,000.00
Water Authority	\$20,047.25	\$2,000.00	\$7,000.00	\$5,000.00
Judicial	\$57,446.46	\$172,000.00	\$159,025.00	-\$12,975.00
Public Works	\$65,990.01	\$57,500.00	\$57,500.00	\$0.00
Hard Labor Creek	\$7,104.33	\$0.00	\$0.00	\$0.00
Housing and Development	\$3,130.84	\$5,125.00	\$5,125.00	\$0.00
Total Misc Revenue:	\$1,320,144.06	\$1,178,326.00	\$1,178,681.00	\$355.00
Other Financing				
General Government	\$20,870.01	\$35,000.00	\$35,000.00	\$0.00
Public Safety		\$888,453.00		-\$888,453.00
Hard Labor Creek	\$762.88		\$0.00	\$0.00
Other Financing	\$6,030,818.48	\$6,979,536.00	\$8,271,463.00	\$1,291,927.00
SPLOST III	\$113,100.65			\$0.00
SPLOST IV	\$453,544.60	\$900,000.00		-\$900,000.00
Total Other Financing:	\$6,619,096.62	\$8,802,989.00	\$8,306,463.00	-\$496,526.00
Total Revenue Source:	\$114,820,558.17	\$109,823,401.71	\$113,156,380.00	\$3,332,978.29

Revenue by Department

Projected 2022 Revenue by Department



Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
Revenue				
General Government				
Intergovernmental Revenues				
INTERGOVT - SOCIAL CIRCL	\$341.80	\$200.00	\$200.00	\$0.00
INTERGOVT - LOGANVILLE	\$383,44	\$250.00	\$250.00	\$0.00
INTERGOVT -- BETWEEN	\$267.81	\$150.00	\$150.00	\$0.00
INTERGOVT - MONROE	\$2,146.70	\$2,000.00	\$2,000.00	\$0.00
INTERGOVTWALNUT GROVE	\$267.81	\$150.00	\$150.00	\$0.00
INTERGOVT- GOOD HOPE	\$267.81	\$150.00	\$150.00	\$0.00
INTERGOVT - JERSEY	\$237.81	\$150.00	\$150.00	\$0.00
INTERGOVT - LOGANVILLE	\$0.00	\$6,777.00	\$6,777.00	\$0.00
INTERGOVT - MONROE	\$0.00	\$6,777.00	\$6,777.00	\$0.00
FOREST LAND PROTECT ACT	\$21,700.64	\$18,750.00	\$14,400.00	-\$4,350.00
Total Intergovernmental Revenues:	\$25,613.82	\$35,354.00	\$31,004.00	-\$4,350.00
Misc Revenue				
Reimbursement- expenses	\$967.10			\$0.00
Reimbursement- expenses	\$1,950.00			\$0.00
Reimbursement- expenses	\$433.68			\$0.00
Reimbursement- expenses	\$54.54			\$0.00
Other	\$11,553.67	\$5,000.00	\$5,100.00	\$100.00

Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
Reimbursement- expenses	\$775.36			\$0.00
Reimbursement- expenses		\$2,000.00	\$2,000.00	\$0.00
Other	\$43.30	\$200.00	\$200.00	\$0.00
Other	\$0.01	\$0.00		\$0.00
Reimbursement- expenses	\$192.50			\$0.00
Reimbursemnt damaged pro	\$173,647.42	\$52,500.00	\$60,000.00	\$7,500.00
Reimbursement- expenses	\$101,679.00	\$3,953.00	\$4,000.00	\$47.00
Ag edu ctr room rental	\$6,675.00	\$10,000.00	\$10,000.00	\$0.00
USDA RENTS SUPPLEMENT	\$46,644.00	\$46,700.00	\$46,644.00	-\$56.00
COMMUNICATION TOWER LEAS	\$17,777.60	\$0.00		\$0.00
Reimbursement- expenses	\$19,483.24	\$250.00	\$19,483.00	\$19,233.00
Other	\$3,525.43	\$6,500.00	\$6,500.00	\$0.00
Total Misc Revenue:	\$385,401.85	\$127,103.00	\$153,927.00	\$26,824.00
Charges for Services				
Election qualifying fee	\$21,943.53	\$10,000.00	\$10,000.00	\$0.00
Election fees- cities	\$8,464.00	\$1,624.00	\$1,353.00	-\$271.00
Checking Fees		\$60.00	\$50.00	-\$10.00
MV tag collection fees	\$195,771.74	\$195,000.00	\$200,000.00	\$5,000.00
EXCESS FUNDS ADMIN FEE	\$250.00	\$0.00	\$1,000.00	\$1,000.00
DELINQUENT ADVERTISEMENT	\$5,034.00	\$7,500.00	\$7,500.00	\$0.00
Commission tax collect	\$1,449,893.35	\$1,525,000.00	\$1,550,000.00	\$25,000.00
MONROE TAX COLLECTION FE	\$82,325.19	\$84,795.00	\$88,484.00	\$3,689.00
WALNUT GROVE TAX COLLECT	\$5,087.80	\$5,000.00	\$5,628.00	\$628.00
RSA COMM TAX COLLECTED	\$20,683.64		\$73,643.00	\$73,643.00
Capital improvement	\$509,006.59	\$505,000.00	\$623,066.00	\$118,066.00
Checking Fees	\$1,655.00	\$2,000.00	\$2,000.00	\$0.00
Other fees	\$3,272.03	\$4,500.00	\$4,500.00	\$0.00
APPALACHIAN MTN FEES	\$27,887.20	\$45,000.00	\$45,000.00	\$0.00
Sale of maps/publication	\$4,255.50	\$0.00		\$0.00
Health Dept Utility Reim	\$10,602.11	\$11,000.00	\$11,000.00	\$0.00
Impact Fees	\$3,332.54	\$14,513.00	\$3,892.00	-\$10,621.00
Impact Fees	\$15,353.65	\$33,815.00	\$17,855.00	-\$15,960.00
Total Charges for Services:	\$2,364,817.87	\$2,444,807.00	\$2,644,971.00	\$200,164.00
Taxes				
Railroad equipment	\$12,322.53	\$11,000.00	\$12,000.00	\$1,000.00
Television cable	\$550,786.52	\$540,000.00	\$545,800.00	\$5,800.00
LOST local option sales	\$9,034,675.69	\$8,061,233.00	\$8,287,734.00	\$226,501.00
SPLOST-PRO RATA	\$2,944.26	\$1,200.00	\$1,360.00	\$160.00
Alcoholic bev excise tax	\$308,297.63	\$300,000.00	\$295,150.00	-\$4,850.00
Financial institution ta	\$110,398.15	\$110,000.00	\$111,200.00	\$1,200.00
Real property-current yr	\$29,451,325.91	\$30,628,778.00	\$33,028,778.00	\$2,400,000.00
CURRENT SHIRE REAL PROPT	\$146,107.29	\$266,025.00	\$391,540.00	\$125,515.00
CURRENT TAKEDA PERSONAL PROP			\$67,414.00	\$67,414.00

Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
Public utility	\$1,140,332.06	\$1,100,000.00	\$1,150,000.00	\$50,000.00
Timber	\$7,457.21	\$9,000.00	\$9,000.00	\$0.00
Real property-prior year	\$253,763.36	\$200,000.00	\$200,000.00	\$0.00
Motor vehicle	\$651,980.80	\$325,000.00	\$480,000.00	\$155,000.00
ALTERNATIVE AD VALOREM T	\$38,313.04	\$30,000.00	\$30,000.00	\$0.00
TAVT TITLE TAX	\$5,022,301.54	\$3,750,000.00	\$4,500,000.00	\$750,000.00
Mobile home	\$84,795.15	\$85,000.00	\$85,000.00	\$0.00
PRIOR YEAR MOBILE HOME	\$10,129.69	\$7,000.00	\$7,000.00	\$0.00
State FICA reimbursemnt	\$22,578.52	\$0.00		\$0.00
Real	\$121,571.29	\$110,000.00	\$110,000.00	\$0.00
Personal	\$44,124.94	\$55,000.00	\$50,000.00	-\$5,000.00
PENALTY & INTEREST MHOME	\$4,249.69	\$3,000.00	\$3,000.00	\$0.00
Fi Fa's	\$23,416.59	\$30,000.00	\$30,000.00	\$0.00
Total Taxes:	\$47,041,871.86	\$45,622,236.00	\$49,394,976.00	\$3,772,740.00
Licenses and Permits				
Other		\$200.00	\$200.00	\$0.00
Late tag penalty	\$60,217.11	\$70,000.00	\$75,000.00	\$5,000.00
Total Licenses and Permits:	\$60,217.11	\$70,200.00	\$75,200.00	\$5,000.00
Investment Income				
Interest- Other- GEN FUN	\$1,338.75	\$1,500.00	\$1,084.00	-\$416.00
Interest- Other- LGIP	\$252,278.88	\$300,000.00	\$257,325.00	-\$42,675.00
PAYROLL ACCOUNT INTEREST	\$159.24	\$350.00	\$150.00	-\$200.00
Interest- Tax Com	\$8,294.41	\$9,000.00	\$10,000.00	\$1,000.00
Total Investment Income:	\$262,071.28	\$310,850.00	\$268,559.00	-\$42,291.00
Other Financing				
Sale of general F/A	\$20,870.01	\$35,000.00	\$35,000.00	\$0.00
Total Other Financing:	\$20,870.01	\$35,000.00	\$35,000.00	\$0.00
Contributions and Donations From Private Sources				
DONATION-HEALTHCARE FOUN	\$7,000.00	\$10,500.00	\$7,000.00	-\$3,500.00
Total Contributions and Donations From Private Sources:	\$7,000.00	\$10,500.00	\$7,000.00	-\$3,500.00
Total General Government:	\$50,167,863.80	\$48,656,050.00	\$52,610,637.00	\$3,954,587.00
Judicial				
Misc Revenue				
Reimb Alt. Dispute Salar	\$6,671.00	\$11,500.00	\$10,000.00	-\$1,500.00
Reimbursement- expenses	\$150.00	\$250.00	\$250.00	\$0.00
Other		\$1,500.00	\$1,500.00	\$0.00
CLERK AUTHORITY REIMBURS	\$0.00	\$31,175.00	\$31,175.00	\$0.00
Reimbursement- expenses		\$100.00	\$100.00	\$0.00
Other	\$169.25	\$0.00	\$20,000.00	\$20,000.00

Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
Reimbursement- expenses		\$25.00	\$0.00	-\$25.00
Reimbursement- expenses	\$137.82	\$150.00	\$150.00	\$0.00
Other		\$300.00	\$200.00	-\$100.00
Misc rev- copies	\$32,700.30	\$51,000.00	\$51,000.00	\$0.00
Reimbursement- expenses	\$1,800.00	\$500.00	\$500.00	\$0.00
Other		\$500.00	\$500.00	\$0.00
Other	\$0.09	\$0.00		\$0.00
Other	\$15,818.00	\$75,000.00	\$43,650.00	-\$31,350.00
Total Misc Revenue:	\$57,446.46	\$172,000.00	\$159,025.00	-\$12,975.00
Taxes				
Intangibles-reg & record	\$1,121,626.84	\$898,000.00	\$1,000,000.00	\$102,000.00
RE transfer (intangible)	\$267,812.83	\$254,000.00	\$254,000.00	\$0.00
Total Taxes:	\$1,389,439.67	\$1,152,000.00	\$1,254,000.00	\$102,000.00
Charges for Services				
Court costs, fees, chrgs	\$95,123.67	\$135,000.00	\$135,000.00	\$0.00
PIDP	\$11,505.00	\$30,000.00	\$30,000.00	\$0.00
Other		\$100.00	\$100.00	\$0.00
INDIGENT DEFENSE APPL FE	\$12,364.29	\$13,500.00	\$13,500.00	\$0.00
Recording legal instrumt	\$358,548.03	\$320,000.00	\$460,000.00	\$140,000.00
Printing & duplicating	\$37,003.23	\$50,000.00	\$50,000.00	\$0.00
Sheriff Costs	\$29,580.00	\$55,000.00	\$55,000.00	\$0.00
Other	\$134,569.52	\$120,000.00	\$100,000.00	-\$20,000.00
Sheriff Costs	\$194,212.50	\$160,000.00	\$100,000.00	-\$60,000.00
Court costs, fees, chrgs	\$108,557.00	\$125,000.00	\$125,000.00	\$0.00
Other	\$14,019.48	\$20,000.00	\$20,000.00	\$0.00
Recording legal instrumt	\$19,642.50	\$25,000.00	\$25,000.00	\$0.00
Printing & duplicating		\$100.00	\$100.00	\$0.00
Sheriff Costs	\$9,176.00	\$17,000.00	\$17,000.00	\$0.00
BACKGROUND CHECK FEES	\$2,466.25	\$51,000.00	\$51,000.00	\$0.00
Total Charges for Services:	\$1,026,767.47	\$1,121,700.00	\$1,181,700.00	\$60,000.00
Fines and Forfeitures				
Superior	\$509,145.91	\$410,000.00	\$410,000.00	\$0.00
County jail	\$68,834.12	\$62,500.00	\$62,500.00	\$0.00
Victim assistance	\$83,584.90	\$84,000.00	\$84,000.00	\$0.00
FORFEITURE FEES	\$7,491.69	\$13,000.00	\$13,000.00	\$0.00
FORFEITURE FEES	\$0.00	\$2,242.00	\$2,242.00	\$0.00
Magistrate	\$1,826.50	\$10,000.00	\$8,000.00	-\$2,000.00
County jail	\$3,671.00	\$5,000.00	\$4,500.00	-\$500.00
Probate	\$408,614.20	\$770,000.00	\$770,000.00	\$0.00
County jail	\$33,296.37	\$85,000.00	\$85,000.00	\$0.00
Juvenile	\$789.23	\$300.00	\$300.00	\$0.00
County jail	\$113.09	\$100.00	\$100.00	\$0.00

Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
Total Fines and Forfeitures:	\$1,117,367.01	\$1,442,142.00	\$1,439,642.00	-\$2,500.00
Investment Income				
Interest- Clerk Sup Cour		\$185.00	\$185.00	\$0.00
Interest- Clerk Sup Cour	\$82.69	\$100.00	\$100.00	\$0.00
Interest- Other	\$13.42	\$0.00	\$0.00	\$0.00
INTEREST- FORFEITED DRUG		\$25.00	\$0.00	-\$25.00
Interest- Magistrate Ct	\$49.13	\$100.00	\$100.00	\$0.00
Interest- Probate Court	\$60.67	\$180.00	\$180.00	\$0.00
INTEREST	\$88.67	\$250.00	\$100.00	-\$150.00
Total Investment Income:	\$294.58	\$840.00	\$665.00	-\$175.00
Intergovernmental Revenues				
Direct - State	\$167,911.00	\$123,280.00	\$123,280.00	\$0.00
Direct - State	\$62,500.00	\$62,500.00	\$62,500.00	\$0.00
INTERGOVT - MONROE	\$3,600.00	\$0.00	\$0.00	\$0.00
Total Intergovernmental Revenues:	\$234,011.00	\$185,780.00	\$185,780.00	\$0.00
Licenses and Permits				
Marriage licenses	\$22,224.80	\$30,000.00	\$30,000.00	\$0.00
Pistol permit	\$133,360.00	\$210,000.00	\$210,000.00	\$0.00
Total Licenses and Permits:	\$155,584.80	\$240,000.00	\$240,000.00	\$0.00
Total Judicial:	\$3,980,910.99	\$4,314,462.00	\$4,460,812.00	\$146,350.00
Public Safety				
Intergovernmental Revenues				
Direct - Federal	\$20,528.36	\$8,900.00	\$8,900.00	\$0.00
Direct - State		\$10,000.00	\$8,000.00	-\$2,000.00
Direct	\$83,590.92	\$400,025.00	\$462,000.00	\$61,975.00
INTERGOVT REV - OCONEE	\$166,295.68	\$166,296.00	\$220,339.00	\$54,043.00
INTERGOVT REV - GREENE C	\$172,733.21	\$172,733.00	\$228,868.00	\$56,135.00
Direct - State	\$32,073.61	\$25,130.00	\$25,130.00	\$0.00
Direct - Federal	\$40,867.55			\$0.00
Direct - Federal	\$56,141.11	\$316,387.00	\$53,791.00	-\$262,596.00
Total Intergovernmental Revenues:	\$572,230.44	\$1,099,471.00	\$1,007,028.00	-\$92,443.00
Charges for Services				
Recording legal instrumt		\$300.00	\$0.00	-\$300.00
Printing & duplicating	\$5,649.40	\$4,500.00	\$4,500.00	\$0.00
PROCESS SERVER ID	\$30.00			\$0.00
Sheriff Costs	\$85,120.00	\$120,000.00	\$120,000.00	\$0.00
Fingerprinting fee	\$127.50	\$500.00	\$500.00	\$0.00
Inmate fees from Soc Sec	\$10,300.00	\$20,000.00	\$15,000.00	-\$5,000.00
WORK RELEASE INMATE FEES	\$34,489.00	\$50,000.00	\$5,000.00	-\$45,000.00
RECYCLING REGIST FEE	\$600.00	\$1,600.00	\$1,600.00	\$0.00

Name	FY2020 Actual	FY2021 Budgeted	FY2022 Budgeted	FY2021 Budgeted vs. FY2022 Budgeted (\$ Change)
FIREARMS TRAINING FEES		\$500.00	\$500.00	\$0.00
Impact Fees	\$28,822.34	\$15,999.00	\$36,390.00	\$20,391.00
Other	\$441,800.00	\$440,900.00	\$440,900.00	\$0.00
SEX OFFENDER ADV FEES	\$875.00	\$275.00	\$400.00	\$125.00
Inmate medical fee	\$2,043.73	\$4,000.00	\$2,000.00	-\$2,000.00
INMATE PERSCRIPTION FEES	\$855.04	\$500.00	\$500.00	\$0.00
Prisoner housing fee	\$8,155.00	\$30,000.00	\$60,000.00	\$30,000.00
Printing & duplicating	\$3,757.18	\$3,600.00	\$3,600.00	\$0.00
AMBULANCE FEES	\$3,022,712.63	\$2,900,000.00	\$2,900,000.00	\$0.00
EMS BAD DEBT RECOVERY	\$30,153.61	\$25,000.00	\$25,000.00	\$0.00
E-911 NON PREPAID CHARGE	\$1,491,723.67	\$1,477,000.00	\$1,125,000.00	-\$352,000.00
Telephone E-911 fees	\$32,016.95		\$0.00	\$0.00
E-911 PREPAID WIRELESS C	\$345,217.27	\$360,000.00	\$360,000.00	\$0.00
Impact Fees	\$30,709.16	\$38,209.00	\$38,676.00	\$467.00
ANIMAL CONTRL SHELTER FE	\$25,210.00	\$25,000.00	\$25,000.00	\$0.00
Impact Fees	\$5,149.82	\$30,950.00	\$6,487.00	-\$24,463.00
Impact Fees	\$2,921.68	\$18,072.00	\$3,708.00	-\$14,364.00
Impact Fees	\$124,210.41	\$62,790.00	\$156,742.00	\$93,952.00
INMATE PHONE USAGE FEES	\$149,905.81	\$46,700.00	\$178,900.00	\$132,200.00
Commissary	\$75,522.84	\$151,927.00	\$190,000.00	\$38,073.00
Total Charges for Services:	\$5,958,078.04	\$5,828,322.00	\$5,700,403.00	-\$127,919.00
Fines and Forfeitures				
County jail	\$56,790.17	\$130,000.00	\$130,000.00	\$0.00
Forfeitures	\$33,439.68	\$167,848.00	\$97,125.00	-\$70,723.00
Total Fines and Forfeitures:	\$90,229.85	\$297,848.00	\$227,125.00	-\$70,723.00
Contributions and Donations From Private Sources				
Contributions- Private		\$2,800.00	\$2,000.00	-\$800.00
Contributions - Other	\$1,712.00	\$2,000.00	\$2,000.00	\$0.00
Contributions - Other	\$169,074.12	\$185,215.39	\$0.00	-\$185,215.39
Contributions - Other	\$4,281.00	\$5,000.00	\$5,000.00	\$0.00
DONATION -HEALTHCARE FOUN		\$28,335.32	\$0.00	-\$28,335.32
CONTRIBUTION - GOLF TORN	\$0.00	\$26,913.00	\$22,231.00	-\$4,682.00
Contributions - Other		\$3,626.00	\$3,626.00	\$0.00
Total Contributions and Donations From Private Sources:	\$175,067.12	\$253,889.71	\$34,857.00	-\$219,032.71
Misc Revenue				
DOOR TO DOOR BADGE FEE	\$425.00	\$500.00	\$900.00	\$400.00
Reimbursement- expenses	\$41,077.63	\$15,000.00	\$15,000.00	\$0.00
Restitution	\$696.77	\$400.00	\$4,000.00	\$3,600.00
Other	\$2,591.76	\$9,000.00	\$9,000.00	\$0.00
Reimbursemnt damaged pro	\$363.48	\$700.00	\$700.00	\$0.00
Reimbursement- expenses	\$2,291.32	\$7,000.00	\$3,000.00	-\$4,000.00

Georgia, Walton County

Adoption Resolution
Capital Improvements Element Annual Update
Walton County, Georgia

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

WHEREAS, Walton County has prepared a 2021 Annual Update to the adopted Capital Improvements Element (including financial data for fiscal year 2020); and

WHEREAS, the Capital Improvements Element 2021 Annual Update was prepared, submitted and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989;

BE IT THEREFORE RESOLVED, that the Walton County Board of Commissioners does hereby adopt the Capital Improvements Element 2021 Annual Update, as per the requirements of the Development Impact Fee Compliance Requirements adopted pursuant to the Georgia Planning Act of 1989.

Adopted this the 1st day of June, 2021.

BY: _____

ATTEST: _____

Walton County, Georgia



Capital Improvements Element

2021 Annual Update: Financial Report & Short Term Work Program

June 1, 2021

Introduction

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

According to the Compliance Requirements, the Annual Update:

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

The Annual Update itself is based on the Walton County Capital Improvements Element, as adopted by the County on March 1, 2005, with the exception that the updated Schedule of Improvements is based on the

amended CIE that was adopted by the County on July 7, 2020.

Financial Report

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

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

The County’s fiscal year runs from July 1 to June 30. Thus, these financial reports are based on the audits prepared for FY 2020. The required financial information for each public facility appears in the main financial tables.

The Financial Report is based on the Walton County Capital Improvements Element, as adopted by the County on March 1, 2005.

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements-a community work program (CWP)- as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)),

which states that local governments that have a CIE must “upgrade their entire Short Term [i.e., Community] Work Program annually.”¹

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

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

All of this information appears in the Community Work Program portion of this document. The CWP is based on the amended Capital Improvements Element, as adopted by the County on July 7, 2020 in Fiscal Year 2021.

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

² Chapter 110-12-1-.03(3).

IMPACT FEES FINANCIAL REPORT – WALTON COUNTY, GA Fiscal Year 2020

WALTON COUNTY		Annual Impact Fee Financial Report - Fiscal Year 2020								
Public Facility	Libraries	Fire Protection	County Jail	Sheriff's Office	Emergency Communications	EMS	Parks & Recreation	CIE Prep*	Administration	TOTAL
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide			
Impact Fee Fund Balance July 1, 2019	\$12.80	\$3,369.07	\$23,166.71	\$154,576.05	\$16,640.79	\$28,427.47	\$282.35	\$12,894.96	\$71,356.21	\$310,726.41
Impact Fees Collected (July 1, 2019 through June 30, 2020)	\$85,987.21	\$124,210.41	\$30,709.16	\$28,822.34	\$2,921.68	\$5,149.82	\$247,354.04	\$3,332.54	\$15,353.65	\$543,840.85
Subtotal: Fee Accounts	\$86,000.01	\$127,579.48	\$53,875.87	\$183,398.39	\$19,562.47	\$33,577.29	\$247,636.39	\$16,227.50	\$86,709.86	\$854,567.26
Accrued Interest	\$49.74	\$73.79	\$31.16	\$106.08	\$11.32	\$19.42	\$143.24	\$9.39	\$50.15	\$494.30
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	\$0.00	\$0.00	(\$54,115.25)	\$0.00	\$0.00	(\$43,809.19)	(\$14,982.00)	(\$37,008.00)	(\$149,914.44)
Impact Fee Fund Balance June 30, 2020	\$86,049.75	\$127,653.27	\$53,907.03	\$129,389.22	\$19,573.79	\$33,596.71	\$203,970.44	\$1,254.89	\$49,752.01	\$705,147.12
Impact Fees Encumbered	\$86,049.75	\$127,653.27	\$53,907.03	\$129,389.22	\$19,573.79	\$33,596.71	\$203,970.44			\$654,140.22

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

Public Facility: Library										
Service Area: County-wide										
Project Description	Units	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Collection Materials	5,041	2006	2006	\$87,969.75	100%	\$87,969.75		\$87,969.75		
Collection Materials	9,545	2007	2007	\$136,700.43	100%	\$136,700.43		\$136,700.43		
Collection Materials	1,093	2008	2008	\$67,003.36	100%	\$67,003.36		\$67,003.36		
Collection Materials	1,687	2009	2009	\$49,057.96	100%	\$49,057.96		\$49,057.96		
Collection Materials	4,851	2010	2010	\$141,064.68	100%	\$141,064.68		\$59,339.45		
Collection Materials	6,027	2011	2011	\$175,256.97	100%	\$175,256.97		\$1,013.42	\$86,049.75	
Collection Materials	6,355	2012	2012	\$184,793.01	100%	\$184,793.01				
Collection Materials	6,706	2013	2013	\$195,016.33	100%	\$195,016.33				
Collection Materials	7,067	2014	2014	\$205,497.39	100%	\$205,497.39				
Collection Materials	7,457	2015	2015	\$216,837.54	100%	\$216,837.54				
Collection Materials	10,130	2016	2016	\$294,586.35	100%	\$294,586.35				
Collection Materials	10,845	2017	2017	\$315,376.63	100%	\$315,376.63				
Collection Materials	11,604	2018	2018	\$337,455.58	100%	\$337,455.58				
Collection Materials	12,423	2019	2019	\$361,252.72	100%	\$361,252.72				
Collection Materials	13,297	2020	2020	\$386,682.17	100%	\$386,682.17				
Collection Materials	14,231	2021	2021	\$413,829.81	100%	\$413,829.81				
Collection Materials	15,232	2022	2022	\$442,953.40	100%	\$442,953.40				
<i>Subtotal (materials)</i>	<i>143,590</i>									
Recoupment - Excess Square Footage	1,539	2005	--	\$253,948.24	100%	\$253,948.24				
Monroe-Walton expansion (square feet)	14,840	2015	2015	\$2,448,600.00	100%	\$2,448,600.00				
O'Kelly Memorial expansion (square feet)	14,840	2020	2020	\$2,448,600.00	100%	\$2,448,600.00				
W. H. Stanton Memorial expansion (square feet)	7,420	2022	2022	\$1,224,300.00	100%	\$1,224,300.00				
<i>Subtotal (square feet)</i>	<i>38,639</i>									
				\$10,386,782.32		\$10,386,782.32		\$401,084.37	\$86,049.75	

Public Facility: Fire Protection										
Service Area: Unincorporated County plus Between, Good Hope and Walnut Grove										
Project Description	Units	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Station 2 relocation (square feet)	2,800	2006	2006	\$1,750,000.00	3% (other funding 97% splosts)	\$57,092.26				Delayed from 2006
Station 5 (square feet)	8,500	2008	2008	\$1,487,500.00	100%	\$1,487,500.00			\$127,653.27	
Station 14 (square feet)	10,000	2009	2009	\$1,750,000.00	100%	\$1,750,000.00				
Station 15 (square feet)	8,500	2012	2012	\$1,487,500.00	100%	\$1,487,500.00				
Station 16 (square feet)	8,500	2014	2014	\$1,487,500.00	100%	\$1,487,500.00				Two fire stations built with SPLOST in 2016 & 2017
<i>Subtotal (square feet)</i>	<i>38,300</i>									
Heavy Vehicles	2	2005	2006	\$494,485.00	100%	\$494,485.00		\$494,485.00		Purchase delayed until FY 2007
Crimson Engine	1	2007	2007	\$39,088.00	100%	\$39,088.00		\$39,088.00		Total \$232,500 includes general fund expenditure
Heavy Vehicle	1	2013	2013	\$325,000.00	100%	\$325,000.00				
Heavy Vehicle	1	2014	2014	\$325,000.00	100%	\$325,000.00				
Heavy Vehicle	1	2015	2015	\$325,000.00	100%	\$325,000.00				
Heavy Vehicle	1	2016	2016	\$325,000.00	100%	\$325,000.00				Total \$699,990 for 2 fire trucks from GF
Heavy Vehicle	1	2018	2018	\$325,000.00	100%	\$325,000.00				
Heavy Vehicle	1	2020	2020	\$325,000.00	100%	\$325,000.00				
Heavy Vehicle	1	2022	2022	\$325,000.00	100%	\$325,000.00				
<i>Subtotal (vehicles)</i>	<i>10</i>									
				\$10,771,073.00		\$90,789,165.26		\$533,573.00	\$127,653.27	

Public Facility: County Jail										
Service Area: County-wide										
Project Description	Square Feet	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Expansion (square feet)	10,000	2012	2012	\$1,870,000.00	100%	\$1,870,000.00		\$146,410.15	\$53,907.03	Diversion Center Expanded
Expansion (square feet)	8,774	2019	2019	\$1,640,738.00	100%	\$1,640,738.00				
<i>Subtotal (square feet)</i>	<i>18,774</i>									
				\$3,510,738.00		\$3,510,738.00		\$146,410.15	\$53,907.03	

Public Facility: Sheriff's Office										
Service Area: County-wide excluding Loganville and Monroe										
Project Description	Square Feet	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Expansion (square feet)	7,000	2012	2012	\$1,225,000.00	100%	\$1,225,000.00				
Expansion (square feet)	6,076	2019	2019	\$1,063,300.00	100%	\$1,063,300.00	\$54,115.25		\$129,389.22	Good Hope Precinct
<i>Subtotal (square feet)</i>	<i>13,076</i>									
				\$2,288,300.00		\$2,288,300.00	\$54,115.25	\$0.00	\$129,389.22	

Public Facility: Emergency Communications										
Service Area: County-wide										
Project Description	Square Feet	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Expansion (square feet)	1,877	2014	2014	\$334,106.00	100%	\$334,106.00			\$19,573.79	
				\$334,106.00		\$334,106.00		\$0.00	\$19,573.79	

Public Facility: Emergency Medical Services										
Service Area: County-wide										
Project Description	Units	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Education/Storage Facility (square feet)	3,000	2012	2012	\$525,000.00	71% (other funding 29% splosts)	\$370,486.42				
<i>Subtotal (square feet)</i>	<i>3,000</i>									
Ambulance Box	1	2008	2008	\$70,000.00	100%	\$70,000.00			\$33,596.71	
Ambulance Box	1	2012	2012	\$70,000.00	100%	\$70,000.00				
Ambulance Box	1	2015	2015	\$70,000.00	100%	\$70,000.00				Purchased from donation from Healthtrust
Ambulance Box	1	2019	2019	\$70,000.00	100%	\$70,000.00				
<i>Subtotal (boxes)</i>	<i>4</i>									
				\$280,000.00		\$280,000.00		\$0.00	\$33,596.71	

Public Facility: Parks & Recreation										
Service Area: County-wide										
Project Description	Units	Project Start Date	Project End Date	Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended (this year)	Impact Fees Expended Previously	Impact Fees Encumbered	Status/Remarks
Future Park (acres)	37	2008	2008	\$494,485.00	100%	\$494,485.00		\$494,485.00		Land acquisition began in 2007
Jersey Park	n/a	2008	2009	\$2,690.00	100%	\$2,690.00		\$2,690.00		Engineering
Jerry Booth Park (acres)	12	2008	2008	\$112,484.53	100%	\$112,484.53		\$112,484.53		
Felker Park (acres)	61.5	2011	2011	\$0.00	100%	\$0.00				
Felker Park (acres)	37	2008	2008	\$434,510.59	100%	\$434,510.59		\$434,510.59		Walnut Grove area; 20 acres donated; 17 acres purchased
Future Park (acres)	37.3	2013	2013	\$1,575,000.00	100%	\$1,575,000.00		\$172,993.37	\$203,970.44	
Future Park (acres)	65.7	2015	2015	\$1,379,700.00	100%	\$1,379,700.00				
Future Park (acres)	75	2017	2017	\$1,575,000.00	100%	\$1,575,000.00				
Future Park (acres)	60	2019	2019	\$1,260,000.00	100%	\$1,260,000.00				
Future Park (acres)	75	2021	2021	\$1,575,000.00	100%	\$1,575,000.00				
<i>Subtotal (acres)</i>	<i>460.5</i>									
Ball Fields	4	n/a	n/a	\$1,364,000.00	100%	\$1,364,000.00	\$43,809.19	\$41,280.24		Batting Area West Walton
Football Fields	3	n/a	n/a	\$1,386,000.00	100%	\$1,386,000.00				Ongoing
Soccer Fields	11	n/a	n/a	\$5,005,000.00	100%	\$5,005,000.00				Ongoing
Tennis Courts	30	n/a	n/a	\$1,650,000.00	73% (other funding 27% splosts)	\$1,210,000.00				Ongoing
Gym	1	n/a	n/a	\$1,000,000.00	67% (other funding 33% splosts)	\$666,666.67		\$37,189.00		Equipment at Meridian
Gyms	2	n/a	n/a	\$2,000,000.00	67% (other funding 33% splosts)	\$1,340,000.00				Ongoing
Basketball Courts	20	n/a	n/a	\$840,000.00	65% (other funding 35% splosts)	\$546,000.00				Ongoing
Trails	3	n/a	n/a	\$2,443,148.69	100%	\$2,443,148.69		\$135,995.00		One trail
Playgrounds	4	n/a	n/a	\$640,000.00	100%	\$640,000.00		\$39,834.00		Three playgrounds
Pools	3	n/a	n/a	\$4,500,000.00	67% (other funding 33% splosts)	\$3,000,000.00				Ongoing
Volleyball Courts	2	n/a	n/a	\$68,408.16	100%	\$68,408.16				Ongoing
				\$29,305,426.97		\$26,078,093.64	\$43,809.19	\$1,471,461.73	\$203,970.44	

**COMMUNITY WORK PROGRAM – WALTON COUNTY, GA¹
2021 – 2025**

Category	Action/Item						Responsible Party	Cost Estimate	Funding Source*	Notes
Library Services	Collection Materials Purchase	✓					Monroe-Walton County Library System Board	\$67,102.05	91.4% impact fees (net), 8.6% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase		✓				Monroe-Walton County Library System Board	\$67,887.53	91.4% impact fees (net), 8.6% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase			✓			Monroe-Walton County Library System Board	\$68,448.58	91.4% impact fees (net), 8.6% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase				✓		Monroe-Walton County Library System Board	\$68,897.42	91.4% impact fees (net), 8.6% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase					✓	Monroe-Walton County Library System Board	\$68,897.42	91.4% impact fees (net), 8.6% Local Taxation Sources	On-going annual purchases
Library Services	O’Kelly Replacement				✓		Monroe-Walton County Library System Board	\$4,402,000	54.57% impact fees (net), 45.43% Local Taxation Sources	Cost includes \$2,000,000 State participation
Parks and Recreation	Between Park New Concession Building	✓	✓				Parks and Recreation Department	\$141,406	99.99% impact fees (net), 0.01% Local Taxation Sources	1,200 sf facility

¹ NOTE: Community Work Program based on the amended Capital Improvements Element that was adopted on July 7, 2020.

Category	Action/Item	Responsible Party					Cost Estimate	Funding Source*	Notes	
Parks and Recreation	Between Park New Restroom Building	✓	✓				Parks and Recreation Department	\$90,198	99.95% impact fees (net), 0.05% Local Taxation Sources	319 sf impact fee eligible
Parks and Recreation	Between Park New Picnic Pavilions (2)	✓	✓				Parks and Recreation Department	\$177,512	88.5% impact fees (net), 14.5% Local Taxation Sources	
Parks and Recreation	Between Park New Playground	✓	✓				Parks and Recreation Department	\$406,459	91.14% impact fees (net), 8.86% Local Taxation Sources	
Parks and Recreation	Between Park New Splash Pad	✓	✓				Parks and Recreation Department	\$1,396,480	35.43% impact fees (net), 64.57% Local Taxation Sources	
Parks and Recreation	Between Park New Parking Lot	✓	✓				Parks and Recreation Department	\$180,963	99.92% impact fees (net), .08% Local Taxation Sources	80 spaces
Parks and Recreation	South Walton New Recreation Center	✓	✓				Parks and Recreation Department	\$3,990,000	40.28% impact fees (net), 59.72% Local Taxation Sources	8,459 sf of 21,000 sf impact fee eligible
Parks and Recreation	South Walton New Batting Cage Building	✓	✓				Parks and Recreation Department	\$171,645	99.98% impact fees (net), 0.02% Local Taxation Sources	2,880 sf facility
Parks and Recreation	South Walton New Basketball Court		✓				Parks and Recreation Department	\$106,787	88.5% impact fees (net), 8.6% Local Taxation Sources	
Parks and Recreation	South Walton New Parking Lot	✓	✓				Parks and Recreation Department	\$180,963	99.92% impact fees (net), .08% Local Taxation Sources	80 spaces

Category	Action/Item	Responsible Party					Cost Estimate	Funding Source*	Notes	
Parks and Recreation	Walnut Grove New Community Center	✓	✓				Parks and Recreation Department	\$7,180,600	58.12% impact fees (net), 41.88% Local Taxation Sources	20,342 sf of 35,000 sf impact fee eligible
Parks and Recreation	Walnut Grove New Concession Building	✓	✓				Parks and Recreation Department	\$141,406	99.99% impact fees (net), 0.01% Local Taxation Sources	1,200 sf facility
Parks and Recreation	Walnut Grove New Maintenance Building	✓	✓				Parks and Recreation Department	\$30,328	99.97% impact fees (net), 0.03% Local Taxation Sources	1,100 sf facility
Parks and Recreation	Walnut Grove New Dugouts	✓	✓				Parks and Recreation Department	\$94,709	99.95% impact fees (net), 0.05% Local Taxation Sources	1,914 sf facility
Parks and Recreation	Walnut Grove New Basketball Court	✓	✓				Parks and Recreation Department	\$106,787	88.5% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Parking Lot	✓	✓				Parks and Recreation Department	\$565,510	99.92% impact fees (net), 0.08% Local Taxation Sources	250 spaces
Animal Control	New Animal Control Vehicle		✓				Animal Control Department	\$27,216	94.47% impact fees (net), 5.53% Local Taxation Sources	
Law Enforcement	New Jail – 84,900 square feet			✓	✓		Sheriff’s Office	\$21,689,403	56.38% impact fees, 43.62% Local Taxation Sources	40,158 sf impact fee eligible
Fire Protection	New Fire Station (81 N.)		✓	✓	✓		Fire Rescue Department	\$2,242,422	35.72% impact fees (net), 64.28% Local Taxation Sources	7,000 sf facility

Category	Action/Item	Responsible Party					Cost Estimate	Funding Source*	Notes
								Total eligible 27,504 sf of 77,000 proposed	
Fire Protection	New Fire Station (Oasis)				✓	Fire Rescue Department	\$2,242,422	35.72% impact fees (net), 64.28% Local Taxation Sources	7,000 sf facility
Fire Protection	New Support Vehicles (2)	✓				Fire Rescue Department	\$106,524	100% impact Fees	
Fire Protection	New Pumper Fire Trucks (2)	✓				Fire Rescue Department	\$970,968	100% impact Fees	
Fire Protection	New Platform or Ladder Fire Truck		✓	✓	✓	Fire Rescue Department	\$738,814	100% impact Fees	
Fire Protection	New Pumper Fire Truck			✓		Fire Rescue Department	\$485,484	100% impact Fees	
Fire Protection	New Support Vehicle				✓	Fire Rescue Department	\$53,262	100% impact Fees	
Emergency Medical Services	New Ambulance	✓				Emergency Medical Services Department	\$150,000	64.9% impact fees (net), 35.1% Local Taxation Sources	
Emergency Medical Services	New Ambulance		✓			Emergency Medical Services Department	\$150,000	64.9% impact fees (net), 35.1% Local Taxation Sources	
Emergency Medical Services	Loganville Office & 2 bays (3,500 sf)			✓		Emergency Medical Services Department	\$845,520	64.9% impact fees (net), 35.1% Local Taxation Sources	

Category	Action/Item	Responsible Party					Cost Estimate	Funding Source*	Notes
Emergency Medical Services	Response Vehicle			✓		Emergency Medical Services Department	\$41,000	64.9% impact fees (net), 35.1% Local Taxation Sources	
Emergency Medical Services	Education Facility (2,500 sf)		✓			Emergency Medical Services Department	\$646,800	64.9% impact fees (net), 35.1% Local Taxation Sources	

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AMENDING RESOLUTION NUMBER 2001-29 OF AUGUST 7, 2001 SO AS TO PROVIDE THAT THE CHAIRMAN OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY SHALL BE AN EX OFFICIO MEMBER OF THE BOARD OF DIRECTORS OF THE DEVELOPMENT AUTHORITY OF WALTON COUNTY AND TO CLARIFY THE PROCESS FOR THE APPOINTMENT OF THE MAYORS OF THE CITIES OF MONROE, SOCIAL CIRCLE, AND LOGANVILLE AS EX OFFICIO MEMBERS OF THE BOARD OF DIRECTORS OF THE DEVELOPMENT AUTHORITY OF WALTON COUNTY

WHEREAS, Resolution 2001-29 of the Board of Commissioners of Walton County (hereinafter "Board of Commissioners"), enacted on August 7, 2001 (hereinafter "2001 Resolution"), established the method for the appointment of the members of the Board of Directors of the Development Authority of Walton County (hereinafter "Board of Directors").

WHEREAS, on January 7, 2020, the Board of Commissioners enacted a resolution amending the 2001 Resolution so as to modify the method of appointment of members of the Board of Directors (hereinafter "2020 Resolution"); and

WHEREAS the Board of Commissioners desires to further amend the 2001 Resolution so as to provide that the Chairman of the Board of Commissioners of Walton County shall be an *ex officio* member of the Board of Directors and to clarify the *ex officio* membership on the Board of Directors of the mayors of the cities of Monroe, Social Circle and Loganville;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Commissioners of Walton County as follows:

1. **Paragraph "b" of 2001 Resolution Modified.** The 2001 Resolution is hereby amended so as to modify Paragraph "b" thereof to read as follows:

"The Board of Commissioners of Walton County shall appoint the mayors of the City of Monroe, the City of Social Circle, and the City of Loganville as *ex officio* members of the Board of Directors of the Development Authority of Walton County (hereinafter "Authority") during their terms in office; and if for any reason such a mayor shall be ineligible or shall decline to serve in such capacity, the Board of Commissioners may appoint a member of that city council to the Board of Directors in lieu of such mayor."

2. **Paragraph "d" of 2001 Resolution Modified.** The 2001 Resolution is hereby amended so as to modify Paragraph "d" thereof to read as follows:

"The Chairman of the Board of Commissioners of Walton County shall be appointed as an *ex officio* member of the Board of Directors of the Authority during his term in office. Should the Chairman of the Board of Commissioners be

ineligible or decline to serve in said position, the other members of the Board of Commissioners shall appoint one of the members of the Board of Commissioners to fill said position instead of the Chairman during the Chairman’s term of office.”

3. **Remaining Portions of 2001 Resolution, as modified by 2020 Resolution, to Remain in Effect.** All other portions of the 2001 Resolution, as modified by the 2020 Resolution, shall remain in full force and effect except to the extent that the same are inconsistent with the provisions of the instant Resolution.

SO RESOLVED this ____ day of _____, 2021.

BOARD OF COMMISSIONERS OF WALTON COUNTY

David Thompson, Chairman

ATTEST:

Rhonda Hawk, Walton County Clerk

**Amendment Approved by
BOC: 06-01-2021**

**WALTON COUNTY
PROMOTIONS/RECLASSIFICATIONS**

Amendment to Section 200 – Position Classification

7. Promotions/Reclassifications – Generally, when an employee is promoted to a position in a higher class, the employee’s salary shall be increased to the minimum rate for the higher classification in the new pay grade that will give the employee an increase of at least five (5) percent. When an employee is promoted to a higher classification that is more than two (2) pay grades higher than the employee’s current classification, the department head may recommend to the Appointing Authority that the employee’s salary be increased to the minimum rate for the higher classification in the new pay grade that will give the employee a salary increase of at least ten (10) percent. In no case shall an employee who is promoted to a position in a higher pay grade to be paid a salary less than that which the employee was receiving prior to the promotion nor shall the employee’s salary exceed the maximum salary of the pay grade. An employee whose position is reclassified to a higher classification shall have their salary increased in the same manner as if he or she were promoted to the new classification. All promotions and reclassifications are subject to the County’s budget and funding ability. Further, upon promotion to a position in a higher class, a promoted employee’s salary may be increased at advanced steps through Step 6 for the new position due to exceptional experience, education, qualification, or recruiting difficulties as documented by the Appointing Authority.

Amendment Approved by
BOC: 08-04-200906-01-2021

WALTON COUNTY
PROMOTIONS/RECLASSIFICATIONS

Amendment to Section 200 – Position Classification

7. Promotions/Reclassifications – ~~When~~Generally, when an employee is promoted to a position in a higher class, the employee's salary shall be increased to the minimum rate for the higher classification in the new pay grade that will give the employee an increase of at least five (5) percent, ~~whichever is higher.~~ When an employee is promoted to a higher classification that is more than two (2) pay grades higher than the employee's current classification, the department head may recommend to the Appointing Authority that the employee's salary be increased to the minimum rate for the higher classification in the new pay grade that will give the employee a salary increase of at least ten (10) percent, ~~whichever is higher.~~ In no case shall an employee who is promoted to a position in a higher pay grade to be paid a salary less than that which the employee was receiving prior to the promotion nor shall the employee's salary exceed the maximum salary of the pay grade. An employee whose position is reclassified to a higher classification shall have their salary increased in the same manner as if he or she were promoted to the new classification. All promotions and reclassifications are subject to the County's budget and funding ability. Further, upon promotion to a position in a higher class, a promoted employee's salary may be increased at advanced steps through Step 6 for the new position due to exceptional experience, education, qualification, or recruiting difficulties as documented by the Appointing Authority.

LAST REVISION 08/04/2009
(Revision: Page 9, Section 200, Article 7 in original Handbook)

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STATE OF GEORGIA

COUNTY OF WALTON

A RESOLUTION TO AMEND SECTION 200, PARAGRAPH 7 OF THE WALTON COUNTY CIVIL SERVICE PERSONNEL RULES AND REGULATIONS

WHEREAS, the Board of Commissioners of Walton County, Georgia desires to amend the Walton County Civil Service Personnel Rules and Regulations so as to allow current Walton County employees promoted to a position in a higher classification to have his or her salary increased at advanced steps up to Step 6 for the new position due to exceptional experience, education, qualification, or recruiting difficulties;

WHEREAS, the same benefit was already provided to new employees pursuant to Section 200, Paragraph 6 of the Walton County Civil Service Personnel Rules and Regulations;

WHEREAS, Section 100, Paragraph 5 of the Walton County Civil Service Personnel Rules and Regulations authorizes the Walton County Board of Commissioners to amend or change said rules and regulations by resolution, “so long as such amendments or changes do not adversely affect a property interest of the covered employees or modify the relationship between the governing authority and the other appointing authorities”; and

WHEREAS, the amendment to the Walton County Civil Service Personnel Rules and Regulations hereby adopted does not adversely affect a property interest of the covered employees or modify the relationship between the governing authority and the other appointing authorities,

NOW THEREFORE, it is hereby **RESOLVED** that:

Section 200, Paragraph 7 of the Walton County Civil Service Personnel Rules and Regulations is hereby amended to read:

“Generally, when an employee is promoted to a position in a higher class, the employee’s salary shall be increased to the minimum rate for the higher classification in the new pay grade that will give the employee an increase of at least five (5) percent. When an employee is promoted to a higher classification that is more than two (2) pay grades higher than the employee’s current classification, the department head may recommend to the Appointing Authority that the employee’s salary be increased to the minimum rate for the higher classification in the new pay grade that will give the employee a salary increase of at least ten (10) percent. In no case shall an employee who is promoted to a position in a higher pay grade to be paid a salary less than that which the employee was receiving prior to the promotion nor shall the employee’s salary exceed the maximum salary of the pay grade. An employee whose position is reclassified to a higher classification shall have their salary increased in the same manner as if he or she were promoted to the new classification. All promotions and reclassifications are subject to the County’s budget and funding ability. Further, upon promotion to a position in a higher class, a promoted employee’s salary may be increased at advanced steps through Step 6 for the new position due to exceptional experience, education, qualification, or recruiting difficulties as documented by the Appointing Authority.”

SO RESOLVED AND ADOPTED this _____ day of June, 2021.

[SEAL]

DAVID THOMPSON, Chairman
WALTON COUNTY BOARD OF COMMISSIONERS

ATTEST:

RHONDA HAWK
Walton County Clerk



Walton County Board of Commissioners Human Resources

303 S. Hammond Drive, Suite 331 - Monroe, GA 30655
Office: 770-267-1600 Fax: 770-267-1415 Email: melissia.rusk@co.walton.ga.us
Melissia Rusk, Human Resources Director

To: Walton County Chairman and Board of Commissioners

From: Melissia Rusk, Human Resources Director

Date: May 25, 2021

Re: E-911 and EMS Holiday Policy

E-911 and EMS Directors would like a change in their employees' holiday policy.

Upon suspending the vacation buy-back in July 2019, the vacation accruals for holidays never ceased as in times past. This results in employees maxing out on vacation.

They are requesting that you consider reauthorizing E-911 and EMS employees to receive holiday pay at the time holidays are observed instead of accruing additional annual leave throughout the year. If authorized this would eliminate employees maxing out vacation accruals and losing the hours accumulated over the carry-over annual maximum.



**2640 Whitney Rd.
Monroe, GA 30655**

**Phone: (770) 266-1608
Fax: (770) 464-1579**

Walton County 911

To: Walton County Board of Commissioners
From: Wendra Williams, 911 Director
Ref: Holiday Pay for Communications Officers
Date: May 21, 2021

I have been working with HR in reference to Holiday Pay for our Communications Officers. Previously, non-administrative staff were paid for the 12 hours of holiday pay at the time of the holiday. This was changed a couple of years ago and I was not aware of the change until I submitted the first payroll for the new year including holiday pay for our CO's Jennifer Wall called to advise the policy had changed and each CO would bank the holiday time at the rate of 5.08 hours per pay period with the hours going into the vacation bank. This causes an extreme hardship on a department as small as ours. Instead of paying 12 hours regular time for the holiday, we now must cover the shift with overtime when someone takes off the additional hours. This negatively affects our budget as well. While banking the holiday time into the vacation bank our CO's are maxing out their time. They are accruing more time than they can take off.

Another problem with the current method of banking holiday time; some people leave before the Thanksgiving and Christmas holidays and have already banked some of the hours for which they were paid before resigning or being terminated. In 2020, I hired a new CO the last week of October. Her schedule fell where she worked the Thanksgiving and Christmas Holidays. During this time, she only banked 20 hours of time. However she worked the majority of those hours. We also had one person resign the first week of December 2020. She had already received the banked time except for 10.16 hours. Therefore, she was paid for 19.84 hours of the Christmas holidays while longer employed with Walton County BOC. This was unfair to the new hire and costly for the county when the other CO resigned.

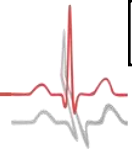
Our CO's are working additional shifts to cover when another is off. Having the regular days off is more beneficial than having the additional time off for holidays as we are always understaffed. Each time we fill all of our positions, it seems as if several people to leave. Some have changes in their personal lives that are not conducive to this line of work. Others leave due to the constant stresses of the job. It's the nature of 911 and this is a nationwide problem. I have spoken with Chairman Thompson about this matter. Karen Fraiser had advised me she would follow up with the Chairman. I spoke with Karen after her abrupt retirement and she said that she had not had the opportunity to discuss this matter. Therefore, I am requesting the Board of Commissioners to take this under consideration and reverse this change for the 911 center. This would not affect any other departments. Just as a reference, this matter is not addressed in the current Walton County Civil Service policy. Therefore, it would not require an amendment to County Policy under Section 300 section 5. Holidays.

Thank you all for your attention to this matter



WALTON COUNTY EMS

EMERGENCY MEDICAL SERVICES



Item 9.2.

Ronald E. Almand

Director

770-266-1573

May 25, 2021

Dear Commissioners,

I am asking you to approve at the June meeting our request to have holidays paid out as they occur for our Department. Currently these holidays are put into our vacation bank. It has become increasingly difficult especially in the past 14 months to allow everyone to use these as time off while still providing adequate coverage. There have been times where employees have forfeited holidays because their vacation time is maxed out. I don't believe this will adversely affect our budget. I am seeking other ways to remedy this issue. I believe this is the most appropriate action to take at this time.

I greatly appreciate your consideration. If I can answer any questions please give me a call.

Ronnie Almand

Main office 770-266-1690
1110 E. Spring St.
Suite 300
Monroe, GA 30655

AZALEA REGIONAL LIBRARY SYSTEM
1121 East Avenue, Madison, GA 30650

May 13, 2021

Walton County Board of Commissioners
Attn: Chairman David Thompson
303 South Hammond Drive
Suite 330
Monroe, GA 30655

Dear Mr. Thompson:

The Monroe-Walton County Library has a vacancy on the Board of Trustees. We request that **Ansley Holder** be appointed to fill this vacancy for a six year, one month term beginning June 1, 2021, and ending June 30, 2027.

Ms. Holder is a resident of Walton County and her current address is 1885 Alcovy Mountain Road, Monroe, GA 30655. We feel she would be a good addition to the Monroe-Walton County Library Board.

Thank you for your consideration of this item.

Sincerely,



Nancy Condon Bryan
Member Library Services Librarian
Azalea Regional Library System

cc: file

Rhonda Hawk

From: Donna Hawk <donna.hawk@co.walton.ga.us> on behalf of Donna Hawk
Sent: Friday, May 21, 2021 10:01 AM
To: Jball@negrc.org
Cc: David Thompson; Rhonda Hawk
Subject: Appointment of Shane Short to the NEGRC Board

Good Morning, Julie:

Just a follow up to our telephone conversation to appoint Shane Short to the NEGRC Board as a replacement to Joyce Chambers, who will be coming off the board. Mr. Short's appointment will be effective July 1, 2021.

This appointment will be placed on the Walton County Board of Commissioners June meeting calendar for approval by the Board of Commissioners.

If you should have any questions, or if I can be of further assistance, please do not hesitate to give me a call or drop me an email.

Thanks,
Donna M. Hawk
Executive Administrative Assistant
Walton County Board of Commissioners
770.267.1956

Rhonda Hawk

From: Murphy, Tina <tina.murphy@dhs.ga.gov> on behalf of Murphy, Tina
Sent: Tuesday, May 25, 2021 4:52 PM
To: rhonda.hawk@co.walton.ga.us
Cc: Murphy, Tina
Subject: Walton DFCS

Rhonda,

I am sorry for my delay, I got sidetracked today so I hope I am not too late.

The DFCS Board voted to reappoint Charlotte George and Gina Meadows for another 5 year term. Is this something that can be added to the next agenda?

Kindly

Tina Murphy



Tina Glass Murphy

Walton County Director

GEORGIA DIVISION OF FAMILY & CHILDREN SERVICES

300 Georgia Avenue, Suite 100, PO Box 927 | Monroe, GA
30655

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dfcs.ga.gov

