



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, October 03, 2023 at 6:00 PM

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

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

AGENDA

1. **PRESENTATIONS**
2. **MEETING OPENING**
 - 2.1. Pledge of Allegiance & Invocation
 - 2.2. Call to Order
 - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
 - 3.1. Additions/Deletions
4. **PROCLAMATIONS**
 - [4.1.](#) Georgia Military Veterans' Hall of Fame, Inc. Day
 - [4.2.](#) Manufacturing Appreciation Week
5. **PLANNING COMMISSION RECOMMENDATIONS**
 - [5.1.](#) Denial of CU23080005 - 241.64 acres for an event venue & variance to regulation that venue be on an arterial or collector road - Applicant: Danielly Farm at Kent Rock LLC - Owner: Julian H Danielly/Julie Danielly Brideau, Trustee - Property located at 5555 Kent Rock Rd. - Map/Parcel C0290022B00 - District 3
 - [5.2.](#) Denial of Z23080001 - 61.44 acres from A1 to A for short term rental and Denial of CU23080004 for an event venue with variance to regulation that venue be allowed on an arterial or collector road - Applicant: Sekhar Thadiparthi - Owner: Bobby Butler II & Bob Butler Trustee/Triple BBB Family Trust - Property located at 1540 Lipscomb Rd. - Map/Parcel C1700047 & 47E00 - District 4 - (**Applicant has submitted request for withdrawal of the rezone**)
 - [5.3.](#) Approval of Z23070021 - 7.91 acres from A1 to B2 with conditional use for outside storage for a landscaping business - Applicant: Advanced Landscape Services, Inc. - Owner: Shelby GT Properties LLC - Property located at 4930 Hwy. 20 - Map/Parcel C0060041 - District 2
 - [5.4.](#) Denial of Z23070022 - 18.25 acres from A2/R1 to B2 with conditional use for outside storage of boats & RV's - Applicant: Red Rock Design - Owner: Dennis McMillan -

Property located at Pannell Rd. & Poplar St. - Parcel C1670009 - District 6 - **(Owner has submitted request for withdrawal)**

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 September 13, 2023 Meeting Minutes

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

6.3. Declaration of Surplus

6.4. Ratification - Resolution of Property Damage Claims Due to Road Projects - Creek Crossing and Old Zion Cemetery Road

6.5. Software Service Agreement - Assurance - Nitorco, Inc. - Tax Commissioner

6.6. Suburban Consulting Engineering - Contract Amendment - GIS (Water Dept.)

7. RESOLUTIONS

7.1. Project Length Budget for Pavement Sealant Project and FY24 Budget Amendment

8. ACCEPTANCE OF BIDS/PROPOSALS

8.1. Access Road - Clearing and Grubbing - WCPSC - *Subject to land acquisition*

8.2. Sewer Relocation - WCPSC

9. DISCUSSION

9.1. County Manager's Report/Update

9.2. Support of Atlanta's Public Safety Training Center

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

11. ANNOUNCEMENTS

12. EXECUTIVE SESSION

13. ADJOURNMENT

If you are an individual with a disability and require special assistance at this meeting, please contact our office 48 hours prior to the meeting 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 4:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form.

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

For more information, please contact Rhonda Hawk.

Proclamation
Georgia Military Veterans' Hall of Fame, Inc. Day

WHEREAS, since the founding of Georgia in 1733, over 1,000,000 of its finest citizens have served in the military, to include active duty, reserves and National Guard; and

WHEREAS, the patriotic men and women of Walton County have always served to ensure that Walton County, Georgia and America are defended and protected; and

WHEREAS, Georgia currently has 678,304 living veterans of former service to America's military branches; and

WHEREAS, in 2013, the Georgia Military Veterans' Hall of Fame, Inc. was established to honor and induct annually fifteen Georgians into the nation's premiere military veterans' hall of fame; and

WHEREAS, through 2023, 177 Georgians have been inducted, to include two from Walton County; and

WHEREAS, since establishing an annual "ROTC Scholarship Program" in 2020, the Georgia Military Veterans' Hall of Fame, Inc. has awarded thirty-nine \$4000 scholarships to Georgia's top thirty-nine senior high school JROTC Cadets, who are enrolled in the ROTC Program at a Georgia four-year university; and

WHEREAS, we commend the Georgia Military Veterans' Hall of Fame and the 177 inductees and encourage all citizens to educate themselves concerning this effort and get involved in nominating worth veterans;

NOW THEREFORE, be it resolved that the Walton County Board of Commissioners, to further recognize and honor this endeavor and inductees, do hereby proclaim Saturday, November 4, 2023 as the Georgia Military Veterans' Hall of Fame Day.

So proclaimed this the 3rd day of October, 2023.

David G. Thompson, Chairman
Walton County Board of Commissioners

*A PROCLAMATION
MANUFACTURING APPRECIATION WEEK*

WHEREAS: Manufacturing adds value to raw materials through the application of and investment in tools, technology, and talent; and

WHEREAS: Manufacturing facilities located in Walton County provide 3,131 jobs and generate more than \$243 million in wages for our citizens and their families; and

WHEREAS: Manufacturing represents one of the largest business segments of Walton County’s private sector and contributes more than \$580 million to our economy annually; and

WHEREAS: Walton County's manufacturing operations include a wide variety of product families, such as pharmaceuticals, automotive parts, plastics, bedding products, building materials, commercial and industrial equipment, steel, doors and windows, printing, and wood products; and

WHEREAS: Manufacturing Appreciation Week promotes industry and manufacturing in Georgia through education and increased public awareness that celebrate the achievements of manufacturers in our community, acknowledging their critical and fundamental importance to the prosperity of our economy;

NOW THEREFORE: be it resolved that the Walton County Board of Commissioners, do hereby proclaim October 6 – 12, 2023, as MANUFACTURING APPRECIATION WEEK in Walton County, Georgia.

So proclaimed this the 3rd day of October, 2023.

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



Planning and Development Department Case Information

Case Number: CU23080005

Meeting Dates: Planning Commission 09-07-2023
Board of Commissioners 10-03-2023

Current Zoning: A1

Request: Conditional Use for an event venue and Variance to regulation that an event venue must have direct access to an arterial or collector road.

Address: 5555 Kent Rock Road, Loganville, Georgia 30052

Map Number: C0290022B00

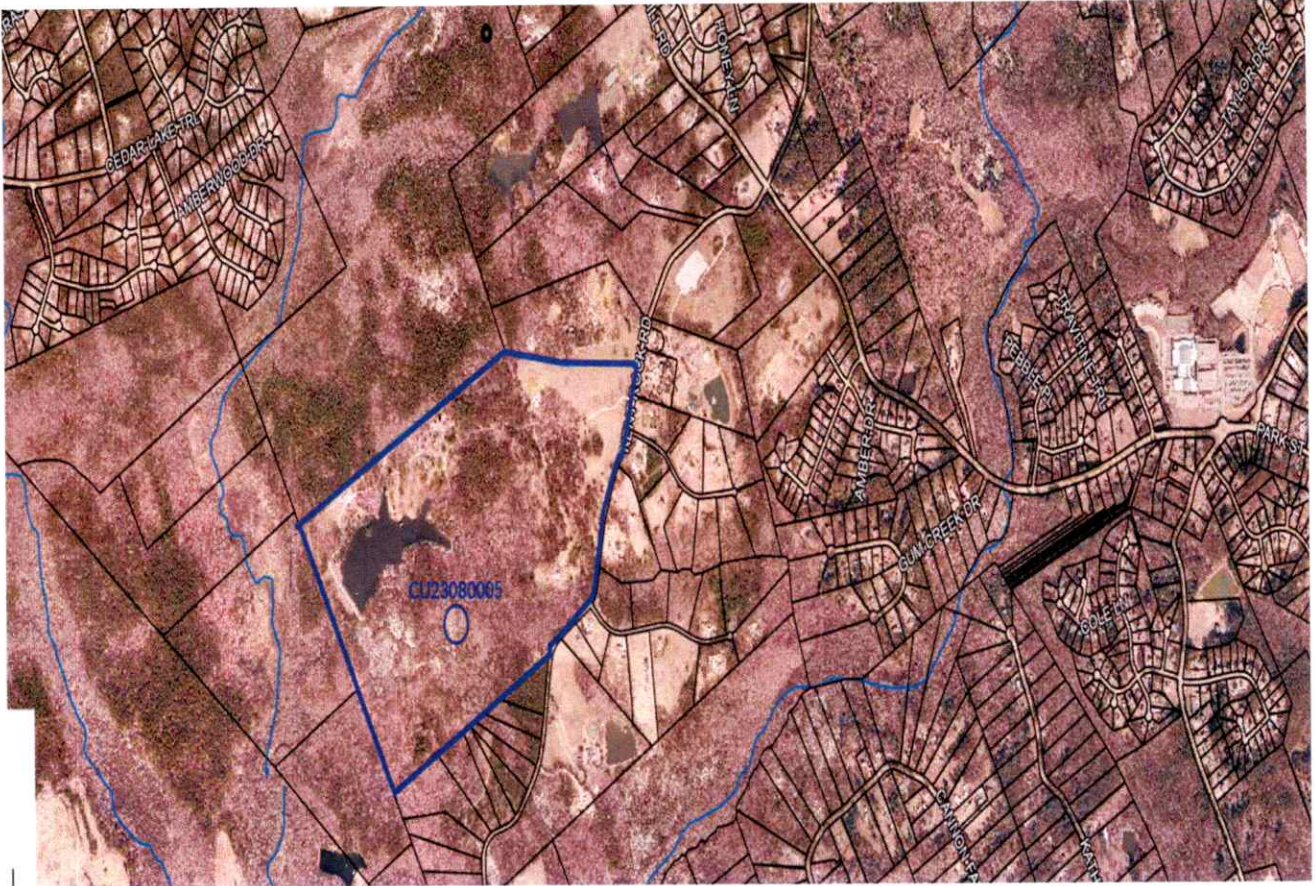
Site Area: 241.64 acres

Character Area: Suburban

District 3: Commissioner – Timmy Shelnett Planning Commission – John Pringle

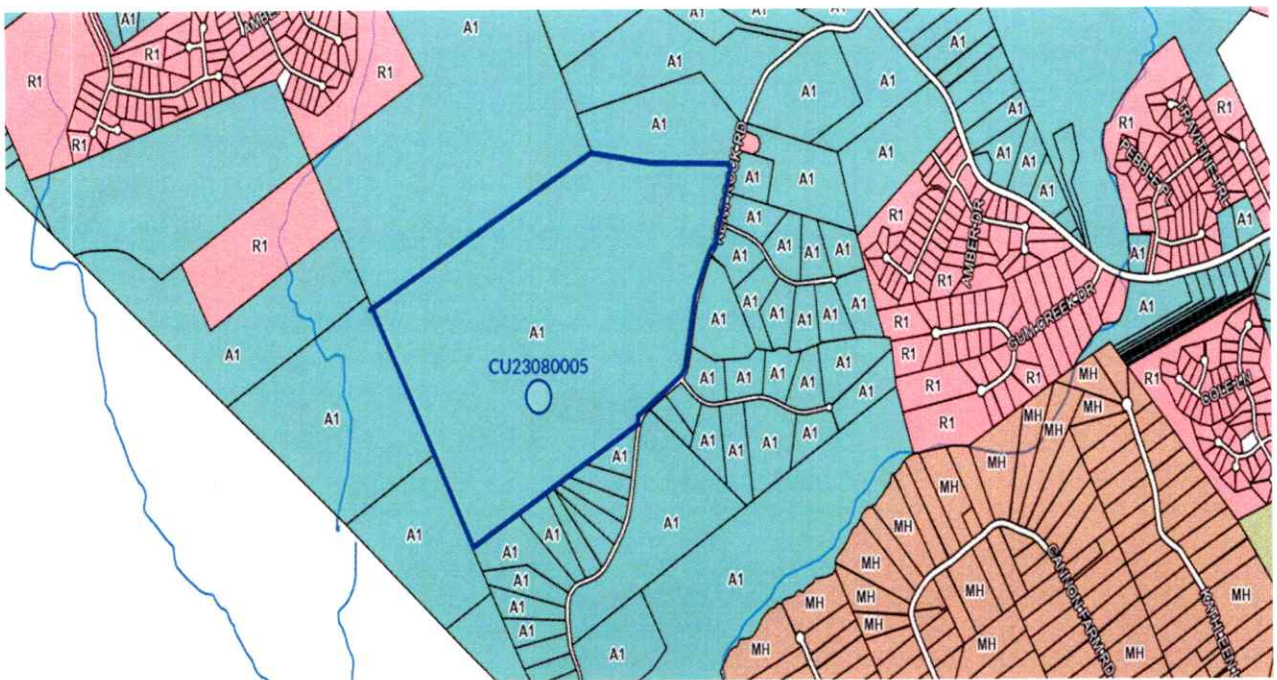
Applicant:
Danielly Farm at Kent Rock LLC
305 Terrell Drive
Cartersville, Georgia 30120

Owner:
Julian H Danielly
Julie Danielly Brideau, Trustee
5555 Kent Rock Road
Loganville, Georgia 30052

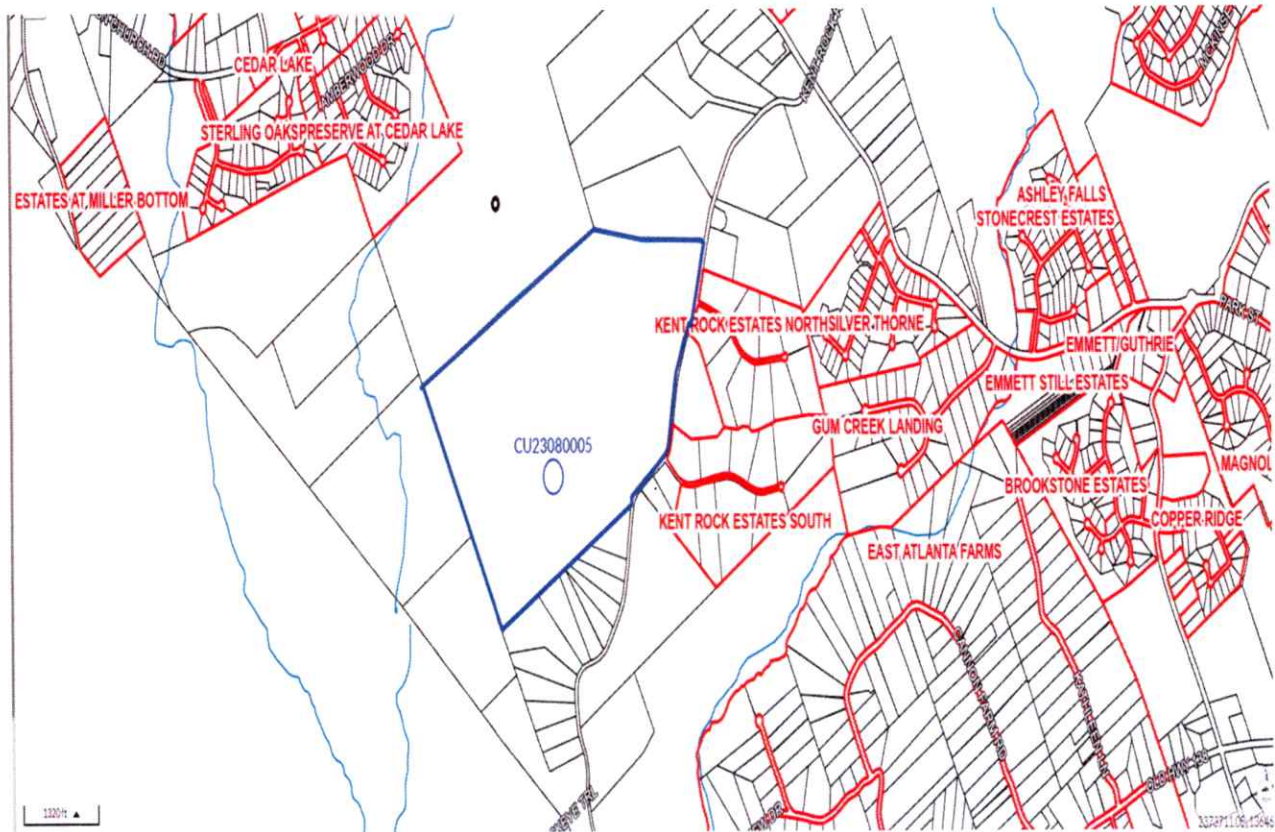


Existing Site Conditions: Property contains 241.64 acres.

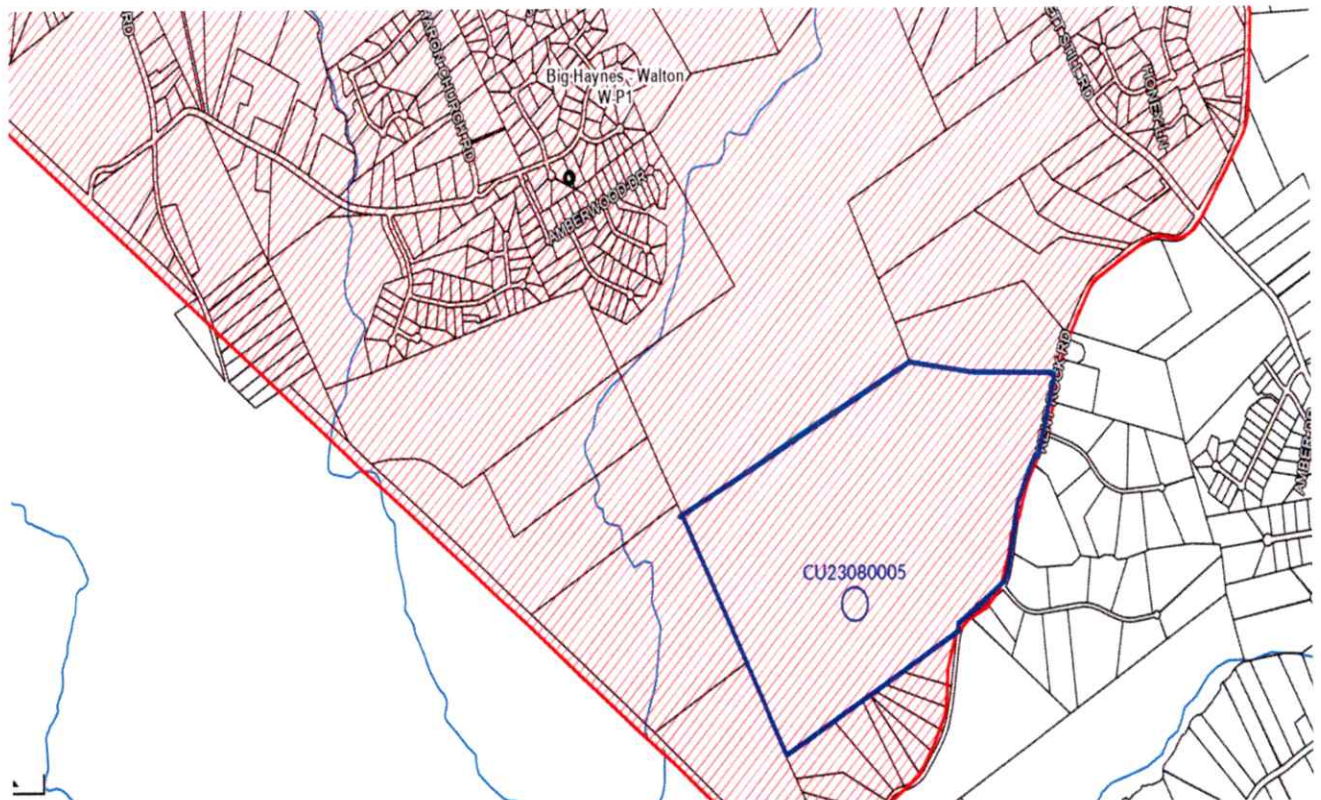
The surrounding properties are zoned A1.



Subdivisions surrounding property:



Property is in the following Watershed (Big Haynes):



Staff Comments/Concerns:

Article 6 Regulations

Outdoor Recreation Facilities (Private) (18)

1-7-2020

Outdoor Recreation Facilities are allowed by conditional use in the A, A1, A2, R1, R2 R3, MHP, and by right in the B1, B2, B3, TC and MUBP zoning. The uses allowed include wedding venues, event venues, fishing lakes, swimming pools, and golf courses or driving ranges, or other recreational developments. A detailed site plan must be approved by the Department.

- A. Only accessory services and parking related exclusively to the recreational operations shall be allowed.
- B. Total floor area of all buildings shall be a maximum of 5,000 square feet. The building[s] shall be located at least 50 feet from all residentially zoned property.
- C. The site shall be at least two (2) acres in size.
- D. The site must have direct access to a collector or arterial road.
- E. All activities shall take place at least 50 feet from any property line adjacent to a residential zone or use.
- F. Outdoor activity areas shall be sufficiently screened and insulated so as to protect adjacent property from noise and other disturbances.
- G. No outdoor storage shall be allowed.
- H. The outdoor use of the site adjacent to residentially zoned property after 10:00 p.m. shall be prohibited with the exception of special holidays as determined by the Planning and Development director.

History: No History

Comments and Recommendations from various Agencies:

There is an existing event venue across from this property on Kent Rock Road that was approved prior to the requirements that these type venues be located off of an existing or arterial road.

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

Sheriffs' Department: Requesting Conditional Use for an event venue and a variance to regulation that an event venue must have direct access to an arterial or collector road; this alone will not impact the Walton County Sheriff's Office. However, the use of the properties as an Airbnb or VRBO has directly impacted the Walton County Sheriff's

Office by generating calls for service. Specifically, when operating outside the guidelines set forth by Planning and Zoning Department.

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

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. If overnight guests are allowed this would be classified as a Lodging and Rooming House and shall comply with Chapter 26 in the Life Safety Code. This can include but not be limited to an automatic fire sprinkler system throughout the facility. With an occupant load 300 people or 100 with Alcohol, the facility would be required to have an automatic fire sprinkler system. Fire hydrant shall be installed a minimum of 500' from any structure built on the property. Shall install a fire access road to the facility.

Fire Department Review: Due to wood frame construction life safety is a concern should any fire occur. Driveway is extended and no fire hydrant present within 500', water supply for suppression activities would be delayed at best utilizing a tanker truck for suppression.

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

DOT Comments: Will not need to coordinate with Georgia DOT.

PC ACTION 9/7/2023:

CU23080005-Conditional Use on 241.64 acres for an event venue & Variance to regulation that venue be on an arterial or collector road-Applicant: Danielly Farm at Kent Rock LLC-Owner: Julian H Danielly/Julie Danielly Brideau, Trustee-Property located at 5555 Kent Rock Rd-Map/Parcel C0290022B00-District 3.

Presentation: Doug Sherrill, Land Development Specialist, represented the case. The property is 241 acres and is currently owned by a Trust. A family member would like to purchase the property because this could be a viable business on the site. The interior road is paved and there is a 6,000-7,000 sq. ft. timber framed residence. This property would be used for upscale weddings and family reunions and other gatherings. There is also an existing lake on the property. They are planning to be more than 50 ft from the property lines. They will keep the remaining vegetative buffer and will maintain that. They would like to put in a dry well on the lake for fire protection and a hydrant to protect the facility. He also stated that the Fire Department recommended that the

driveway be extended, and a fire hydrant be put on the property, and they have no problem with that. Public Works also recommended that a commercial driveway be installed, and they have no problem with that. Keith Prather asked how many structures were on the property and Mr. Sherrill stated that there is another home on a 15-acre parcel, but it has been surveyed out. Mr. Sherrill also stated that other structures are barns. There is a 6,000 sq. ft house and another house on the property.

Speaking: No one

Recommendation: John Pringle made a motion to recommend denial due to the venue not being on an arterial or collector road with a second by Pete Myers. The motion carried unanimously.

Conditional Use Application # CU 23080005

Planning Comm. Meeting Date 9-7-2023 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 10-3-2023 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 C0290022B00

Applicant Name/Address/Phone #

Danielly Farm at Kent Rock, LLC
305 Terrell Drive
Cartersville, GA 30120
 E-mail: kbrideau@bellsouth.net
 Phone # 404-435-4507

Property Owner Name/Address/Phone

Julian H. Danielly
Julie Danielly Bricdeau, Trustee
5555 Kent Rock Road
Loganville, GA 30052
 (If more than one owner, attach Exhibit "A")
 Phone # 404-435-4507

Location 5555 Kent Rock Road Present Zoning A1 Acreage 241.64

Existing Use of Property: Residential

Existing Structures: 3 houses + Barn + Lean-to Shed

Property is serviced by:

Public Water: _____ Provider: _____ Well:

Public Sewer: _____ Provider: _____ Septic Tank:

The purpose of this conditional use is: _____

Proposing a 5,000 sq.ft. event center on a 241.64 acre private estate.

We are requesting a variance since Kent Rock Road is not a collector or arterial road.

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.

Julie Danielly Bricdeau 8/1/23 \$350.00
 Signature Date Fee Paid
Trustee

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: 3-Timmy Shelsett Watershed: Big Haynes - Walton W-P1

I hereby withdraw the above application _____ Date: _____

**AUTHORIZATION
BY PROPERTY OWNER**

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

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

Name of Applicant: DANIELLY FARM AT KENT ROCK, LLC
Address: 305 TERRELL DR, CARTERSVILLE, GA
30120
Telephone: (404) 435-4507
Location of Property: 5555 KENT ROCK ROAD
LOGANVILLE, GA 30052
Map Parcel Number: C0290022B00

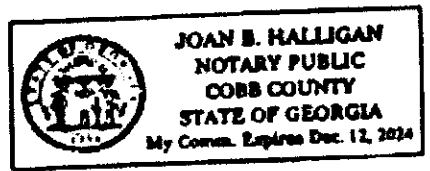
Current Zoning: A1 Requested Zoning: A1

Julie Danielly Bidaux Trustee
Property Owner Signature Property Owner Signature

Print Name: JULIE DANIELLY BRIDEAU, TRUSTEE, JULIAN H. DANIELLY
MARITAL TRUST
Address: 305 TERRELL DR Address: CARTERSVILLE, GA 30120
Phone #: (404) 435-4507 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

Joan B Halligan 7/30/2023
Notary Public Date



Standard Review Questions:

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

Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.

The proposed venue will be located more than 100 ft. from any property line with the exception of some parking located within 75 ft. of adjoining property lines. The property will have a 50 ft. undisturbed vegetative buffer from all property lines. This site consist of over 240 acres.

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

The proposed venue will utilize existing roads within the parcel and no traffic will be stored on any public streets adjacent to the property.

3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.

The existing entrance is adequate for commercial use and there will be no off street parking along public rights of way.

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

Utilities will be privately maintained and consist of a well and septic system. Electric sulpply already exist on the property.

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

The proposed use will be consistant with the surrounding properties. The proposed location within the 246 acre tract will not be visible from any adjoining property. This location will serve the community best as an event center.

Letter of Intent

RE: Danielly Farm at Kent Rock, LLC
Event Facility

The intent of the proposed facility is to offer an upscale event venue for weddings, corporate and charitable events, holiday parties, family reunions, and other similar events. The proposed facility will host up to 300 people for indoor or outdoor events. The existing 3 bedroom 2 bath cabin and 5 bedroom 3 bath home will be offered as additional accessories to booked events (e.g., bridal party overnight accommodations the night before wedding or out of town wedding guests).

For indoor events, we propose to build a heated and airconditioned venue with a prep kitchen for caterer use (caterers will prepare food in their facilities and transport to the site, so no stove will be required), adequate restroom facilities for 300, and an upstairs bunk room and bridal suite with a restroom. The facility will be accessible via the existing paved drive coming off Kent Rock Road and will be approximately 0.75 miles back into the property.

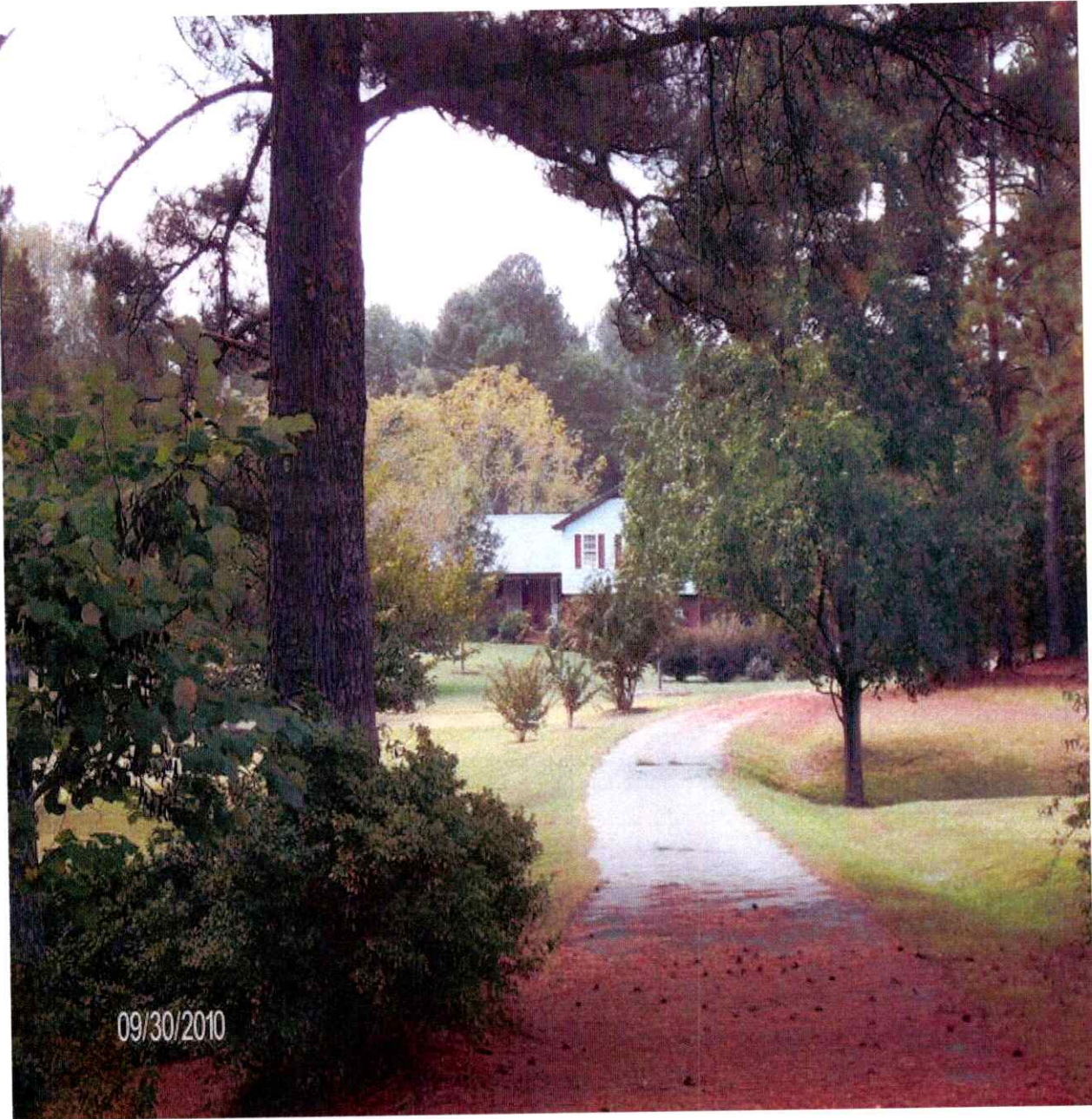
Outdoor event space can be open or tented in the backyard of the main house. If needed, portable restroom facilities will be rented for outdoor events.

Most events are expected to fall on weekends, but other weekdays will be offered. Friday and Saturday events will be completed no later than 12 AM and Sunday through Thursday events will be completed by 10 PM. All outside noise will end by 10:00pm for any booked event.

Thank you,
Julie Danielly Brideau
Danielly Farm at Kent Rock, LLC









Planning and Development Department Case Information

Case Number: Z23080001 and CU23080004

Meeting Dates: Planning Commission 09-07-2023
Board of Commissioners 10-03-2023

Current Zoning: A1

Request: Rezone 61.44 acres from A1 to A for short term rental with a conditional use for an event venue and Variance to regulation that an event venue must have direct access to an arterial or collector road.

Address: 1540 Lipscomb Road, Social Circle, Georgia 30025

Map Number: C1700047

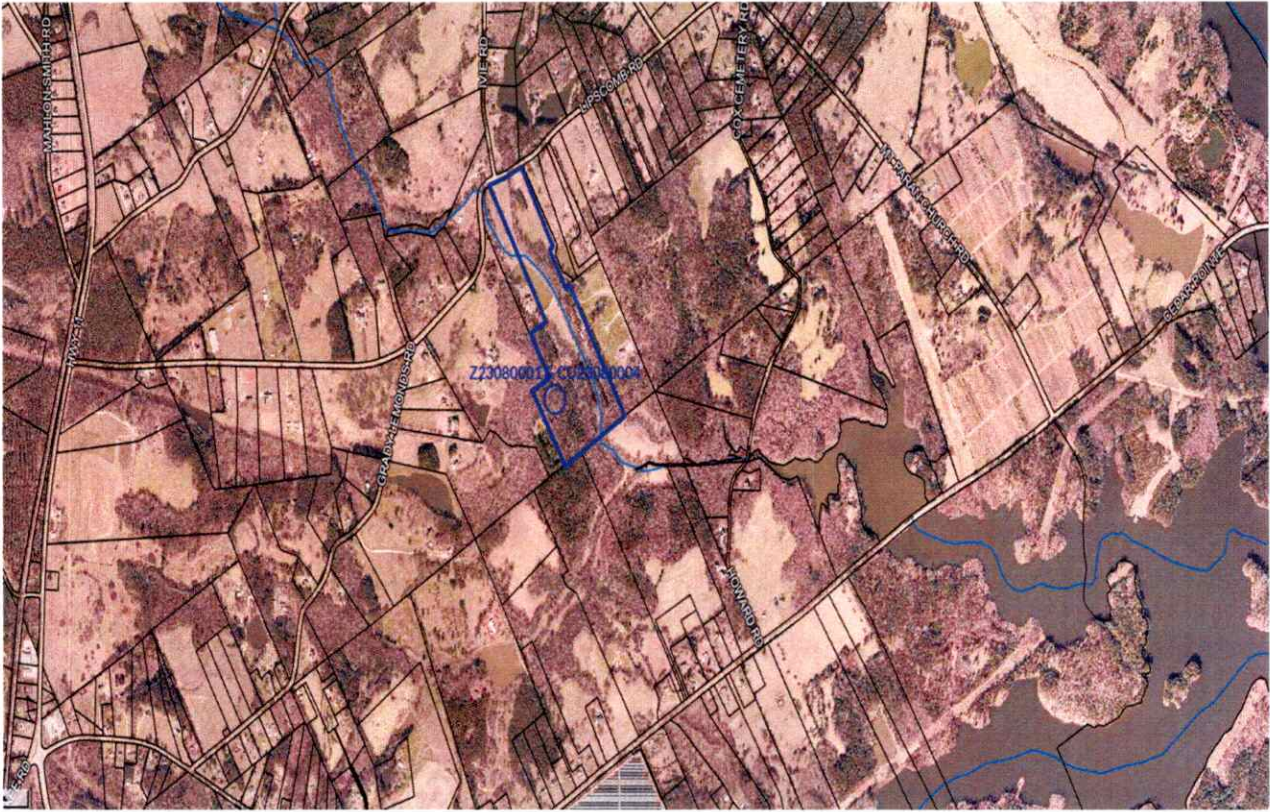
Site Area: 61.44 acres

Character Area: Conservation

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

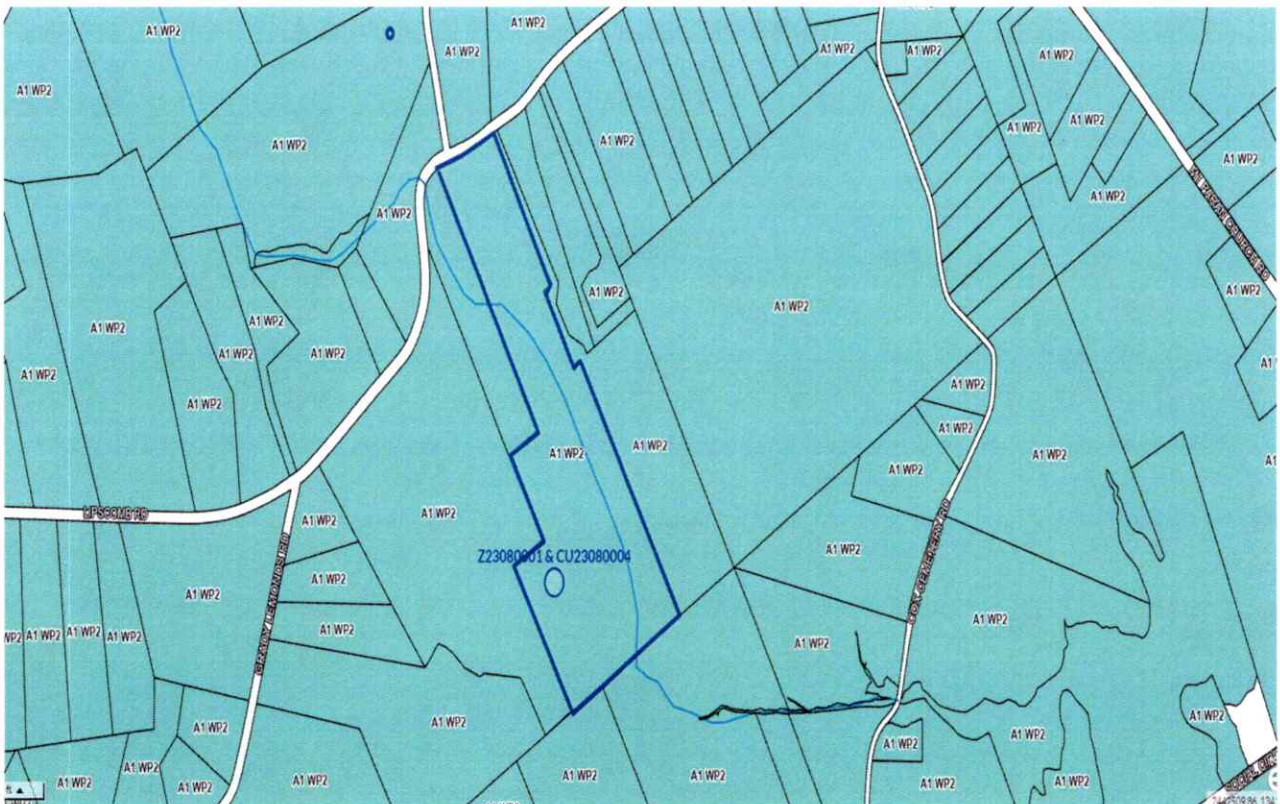
Applicant:
Sekhar Thadiparthi
3050 Waterstone Drive
Cumming, Georgia 30041

Owner:
Bobby Butler
1540 Lipscomb Road
Social Circle, Georgia 30025

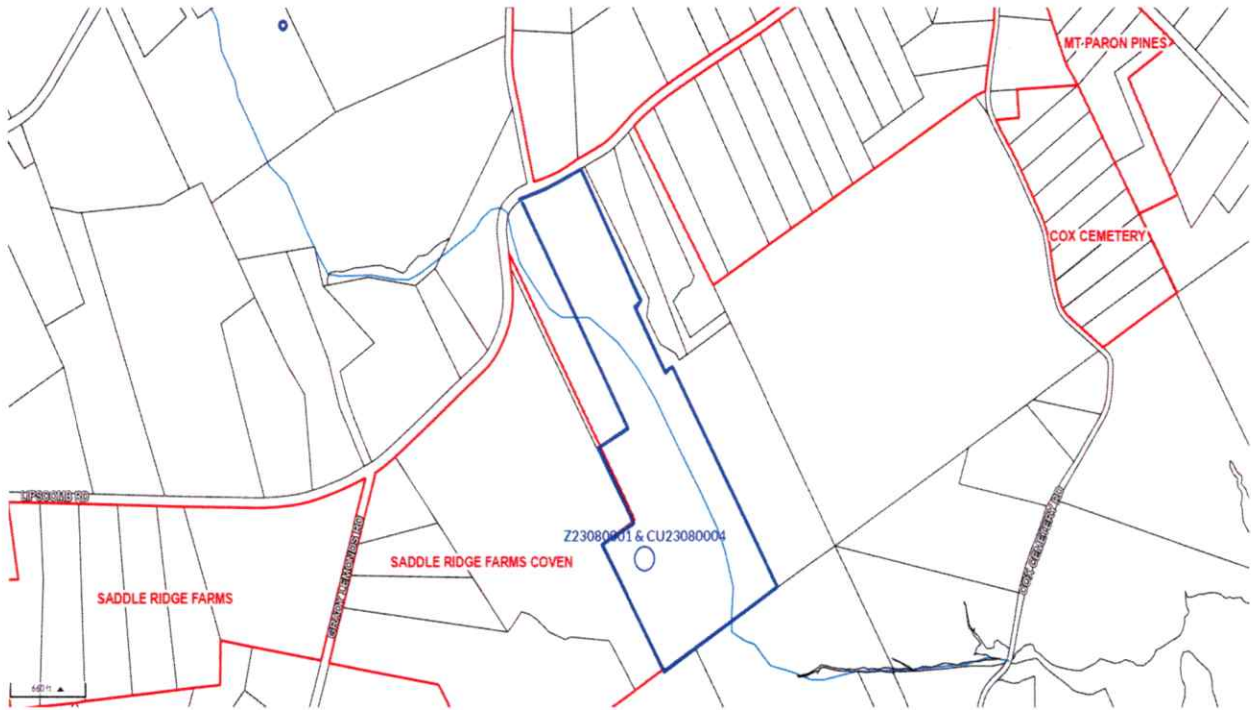


Existing Site Conditions: Property consists of 61.44 acres.

The surrounding properties are zoned A1.



Subdivisions surrounding property:



Property is in the following Watershed (Hard Labor Creek):



Staff Comments/Concerns:

Article 6 Regulations:

Outdoor Recreation Facilities (Private) (18)

1-7-2020

Outdoor Recreation Facilities are allowed by conditional use in the A, A1, A2, R1, R2 R3, MHP, and by right in the B1, B2, B3, TC and MUBP zoning. The uses allowed include wedding venues, event venues, fishing lakes, swimming pools, and golf courses or driving ranges, or other recreational developments. A detailed site plan must be approved by the Department.

- A. Only accessory services and parking related exclusively to the recreational operations shall be allowed.
- B. Total floor area of all buildings shall be a maximum of 5,000 square feet. The building[s] shall be located at least 50 feet from all residentially zoned property.
- C. The site shall be at least two (2) acres in size.
- D. The site must have direct access to a collector or arterial road.
- E. All activities shall take place at least 50 feet from any property line adjacent to a residential zone or use.
- F. Outdoor activity areas shall be sufficiently screened and insulated so as to protect adjacent property from noise and other disturbances.
- G. No outdoor storage shall be allowed.
- H. The outdoor use of the site adjacent to residentially zoned property after 10:00 p.m. shall be prohibited with the exception of special holidays as determined by the Planning and Development director.

History:

V13090012	Kevin Wall	200' to 180' Lot width 2 lots 16.6	C0170-47spt 1540 Lipscomb Road	Approved
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Comments and Recommendations from various Agencies:

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

Sheriffs' Department: Requesting Conditional Use for an event venue and a variance to regulation that an event venue must have direct access to an arterial or collector road; this alone will not impact the Walton County Sheriff's Office. However, the use of the properties as an Airbnb or VRBO has directly impacted the Walton County Sheriff's Office by generating calls for service. Specifically, when operating outside the guidelines set forth by Planning and Zoning Department.

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

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. If overnight guests are allowed, this would be classified as lodging or rooming house and shall comply with Chapter 26 in the Life Safety Code. This can include but not be limited to an automatic sprinkler system throughout the facility. Shall install fire access road to facility.

Fire Department Review: Due to wood frame construction, life safety is a concern should any fire occur. Driveway is extended and no fire hydrant present within 500', Water supply for suppression activities would be delayed a best utilizing a tanker truck for suppression.

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

DOT Comments: Will not need to coordinate with Georgia DOT.

PC ACTION 9/7/2023:

Z23080001-Rezone 61.44 acres from A1 to A for short term rental, ConditionalUse CU23080004 for an event venue and Variance to regulation that venue be on an arterial or collector road-Applicant: Sekhar Thadiparthi-Owner: Bobby Butler-Property located at 1540 Lipscomb Rd-Map/Parcel C1700047-District 4.

Presentation: Sekhar Thadiparthi and Horatious Harris represented the case. Mr. Harris presented the Board with a copy of his presentation and a copy of a site plan. Mr. Harris stated that 1540 Lipscomb Road is a nice parcel of property. They would like to rezone the property to A for short term rental, conditional use for event venue and Variance on request for property not being on an arterial or collector road. They do not want to do anything different as far as adding any more buildings. The primary goal is

to bring something to the community where people can have meditation retreats, weddings, funerals, graduation parties and birthday parties. They would use tender loving care of the property and will be putting \$200,000.00 into the property to bring it up to speed and make sure it is useable. The late Bobby Butler had community functions prior to his death and asked the community to come and the community had no problem with that. They will still allow this. There is a parcel with a lake on it. There are 3 entrances to this property, and they would keep the value in line with the community. This property has its own well water. They would be respectful of the current peaceful and serene environment. They would like to do whatever is the overall wellbeing of the community. Right now, the property is in conservation and the property will be released and they will pay full tax. They will have a spiritual life and emotional courtyard in the back. There will be a committed hostess on site, and they will have officers there to protect the citizens and avoid any disturbance to the neighborhood. They will work on entrances and the flow of traffic along Lipscomb Road. There will be ample parking on the parcel. Any uses will be in the main home and there will be sufficient sound barriers. They want to make the environment friendly and echo sensible. He is asking that the zonings and Variance be approved. He went on to state that this is one parcel of 61.44 acres and what they are asking for will not impact streams or lakes and have no impact on sewers. The tax conservation will bring the county approximately \$35,000.00 of full taxation and will increase with the types of services being offered. This will benefit the whole community and they will offer discounted rates to those in the county and in summary he believes this will bring a lot to the county. Josh Ferguson asked were they proposing any additional residential structures on the property, and he stated no. Mr. Harris stated that there are 4 bedrooms in the house which will hold up to 16 individuals. Keith Prather asked about the potential cost to rent, and Mr. Harris advised that they don't have the numbers yet. Mr. Prather also asked will it be advertised as short-term rental, VRBO and Airbnb and Mr. Harris stated that was correct. Josh Ferguson asked if this was not just for events but for Airbnb uses too and Mr. Harris stated that was right.

Speaking: Giraldo Rivero spoke and stated that he has lived here since 1983 before anything was developed there. He is concerned about traffic and noise.

Stacy Philippus spoke and stated that he lives a couple of houses up. When he saw the rezoning sign, he first called the Planning & Development Office to get information about the rezone sign. He then started knocking on doors and spoke to all the people around there except the ones that had a gated fence and the ones with big dogs. Not one person was in favor. He presented a 4-page petition to Tracie Malcom of Walton County Planning & Development for her to provide to the Planning Commission. He stated that the names on the petition are everyone that lives around the property, that these are not people that live in Loganville or other towns that these are all residents that live there. He knows that there is a 6,000 sq. ft. house and a Guest House on the property. They can gather up to 200 people and there will be noise and traffic as a result of what can happen there, and alcohol is also a concern to them. He stated a lot

of residents came from Rockdale, Newton and Gwinnett to get away from town life and they don't want the noise, and nobody came here for an event venue to be slap dab in the middle of this quiet neighborhood where there are horses, people running and walking, and people riding their golf carts. They made a very significant investment when they bought homes there. Right now, there are 2 or 3 homes, new homes and some under construction on Cox Cemetery Road. The new residents would be devastated if there was an event venue in the neighborhood. The County Ordinance states that an event venue has to be on an arterial or collector road and Lipscomb Road is not that and can't handle the traffic. Even though the buyer or owner will monitor it, most of us will still have the effects of the event venue. If this is allowed what does that mean as far as a house party that people can't monitor it. This will be rented out to people not from Social Circle. Lastly there are 3 event venues around this part of the county, two of which are Southern Charm and Fairweather Farms. The event venue will affect all of us in the neighborhood. He stated that Rivian already is going to rock their world. This type of venue should be in Atlanta or Gwinnett. Lipscomb Road is a place where we raise our children and grandchildren. He then asked the people on the Planning Commission what they would do if this was near their home.

Ryan Boosness said that he lives on Lipscomb Road about a half mile down the road. He is concerned about noise pollution. He stated that even if they follow the Noise Ordinance and stop by 10:00 p.m. they will still be able to hear the noise all evening.

Ray Johnson spoke and states that he lives at 2840 Ivey Road which is 4 houses straight up west from this location right up Ivey Road. If they utilize one of those driveways, it is right there in front of Ivey Road. With that being said we discussed a lot of things in here already and I am not going to beat the horse with them. The local ordinance for local streets requires the definition of 250 cars or less per day and they meet that. They probably don't have 50 to 75 cars per day. The road doesn't classify as a major arterial or collector road no matter what and that is a fact. Our recommendation is to deny the rezone based on that fact it doesn't meet the requirements of the ordinance on each side or event status that they are requesting to have. It is our neighborhood, and we want to keep it that way. If we need to do a traffic study, then we would ask the board to have a traffic study count be done to suffice those numbers. He has been involved in government for a while and whatever amount they have 40 cars 40 parking spaces, the county code department is not going to be able to enforce anything after hours at any given time and the Walton County Sheriff's Office is not going to be able to enforce the numbers that exceed that at any given time and that is a fact too. You can research it all you want to from the prior history of all these events. We are requesting the board to deny this request due to not meeting the requirements of the code.

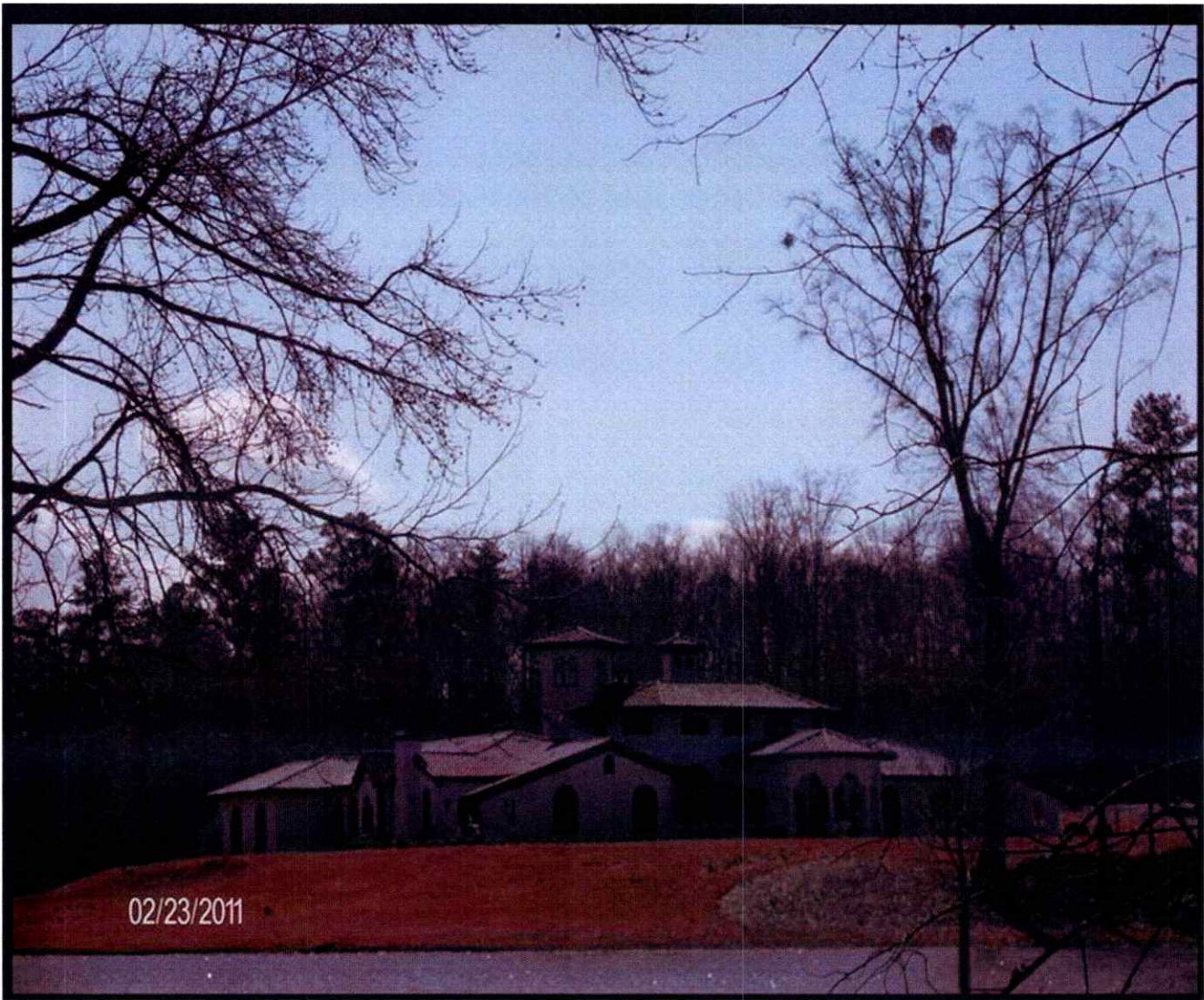
Kelly Fanelli spoke and stated that her mother lived in the home at 1540 Lipscomb Road. Her son planted trees and built a bridge. They moved from California and for 20

years she took care of her mother. There is no gateway but a couple of fences. They do not want the event venue because they know the people that surrounds this property, and they would like to keep it like it is. When you get a large group of people together there is going to be alcohol and drugs and the people that come to the event venue can move on to other people's property. She stated let us raise children in the community without this event venue.

Mr. Harris and the Applicant came back for rebuttal. He appreciates everyone's concern but ultimately their goal is to be good stewards of the property and people in the community. These will be responsible people and not ones that would be harmful to the community, but you can't stop everything. They do have capable people, and this will be supervised by local authorities. They want the community to be safe. When things were held at this place before, he was sure that the people in the community would come, and it was fine then. He stated their goal is beautifying the property and making the value of the land go higher.

Sekar Thadiparthi, who is the Applicant, spoke and stated that he is in real estate. We follow rules and don't break rules. He stated that they are not here to disturb the community and that this will prosper the community. The event venue will be used for graduation parties, birthday parties. They will beautify the place and will respect the neighbors and he will be putting our community before other people to use the venue. If they have anything over 100 people, then they will hire the police. This property needs some tender loving care, and this will bring more to the community. They will not be disturbing the community. They will be using the same blueprint of the property and will not be adding anything to it.

Recommendation: Keith Prather made a motion to deny due to the fact the property is not on an arterial or collector road with a second by John Pringle. The motion carried unanimously.



Rezone Application # 22 308 000 1
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 9-7-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 10-3-2023 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C1700047

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Sekhar Thadiparthi</u>	<u>Bobby Butler</u>
<u>3050 Waterstone Dr</u>	<u>1540 Lipscomb Rd</u>
<u>Cumming, GA, 30041</u>	<u>Social Circle, GA, 30025</u>
E-mail address: <u>sthadiparthi@gmail.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>404-808-9978</u>	Phone # <u>727-735-5667</u>
Location: <u>1540 Lipscomb Rd, Social Circle, GA</u> Requested Zoning <u>A</u> Acreage <u>61.44 Acres</u>	
Existing Use of Property: <u>Primary Residence</u>	
Existing Structures: <u>2 homes & storage shed</u>	
The purpose of this rezone is _____	
Property is serviced by the following:	
Public Water: _____ Provider: _____	Well: <input checked="" type="checkbox"/>
Public Sewer: _____ Provider: _____	Septic Tank: <input checked="" type="checkbox"/>
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.	
Signature <u>Sekhar Thadiparthi</u>	Date <u>08/01/2023</u> Fee Paid <u>\$ 250.00</u> <input checked="" type="checkbox"/>

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

Office Use Only:

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

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

Commission District: 4-Lee Bradford Watershed: Hard Labor Creek TMP
WP-2

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;

The existing uses of nearby properties (adjacent to the subject property) are all Zoned A1 and residential use. One adja property class is A5 - Agricultural and remaining are V5-Conservation land uses. All neighboring lots are owned and occupied.

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

We do not see or anticipate any reduction in the property values. On the contrary, we believe the property values will appreciate due to several reasons, listed below are a few of those reasons:

A) Increased demand: By approving our rezoning request, there is a high possibility for this area to allow outside visitors, from neighboring counties and cities, the influx of tourists and potential new residents can lead to increased demand for housing. This heightened demand will highly likely drive up property values and create a more competitive real estate market, benefiting existing homeowners.

B) Economic growth: Outside visitors can bring economic growth to the area through tourism and local spending. The resulting boost in the local economy can improve infrastructure, amenities, and services, which can positively influence property values.

C) Neighborhood revitalization: Increased interest from outside visitors often prompts property owners to invest in renovations and improvements to attract renters or buyers. As the neighborhood improves aesthetically and functionally, the values of existing homes may appreciate as well.

- 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 rezoning of the property will ensure promotion of health, safety, morals and general welfare of the public. For example, as mentioned in the attached Letter of Intent along with this application, one of the envisaged uses of this property is for meditation retreats which promote peace, tranquility and happiness to the general public with absolute! no disturbance to the current safety or morals of the greater public. As a result, we only see appreciation in property values in future.

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

There will be absolutely no hardships imposed upon any neighboring property owner. As elaborated in the letter of intent attached with this application, the overall use intended for this property is by taking into considerations all applicable local, county regulations and ensuring that there is harmony and peace maintained in the neighborhood. Also, the intended use of the subject property is completely aligned with the Goals and Policies of the county as mentioned in the Comprehensive Plan, dated June 7, 2022. Increased sense of community and encourage healthy living. We plan to cater to this goal by ensuring that the subject property is used in the ways congenial to the public and also provide a good source of retreat locally for residents.

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

The subject property is exceptionally well-suited for its zoned purpose, boasting a myriad of features and characteristics that make it an ideal choice. Here are some reasons to speak highly of its suitability:

A) Location: The property is strategically located in an area that aligns perfectly with its proposed use/purpose. Its proximity to key amenities, transportation hubs, and major thoroughfares ensures convenient accessibility for both residents and visitors alike.

B) Ample Space and Layout: The property offers a generous amount of space, around 61 acres, providing ample room for the intended purpose. Its thoughtfully designed layout maximizes functionality, making it easy to accommodate the intended activities efficiently and seamlessly. Existing home and guest house on the property complement this point significantly.

C) Natural Beauty and Surroundings: The subject property is graced with picturesque surroundings, showcasing natural beauty that complements its zoned purpose. Whether it's serene landscapes, scenic vistas, or lush greenery, these elements create an inviting and captivating atmosphere.

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

The property is currently occupied by the current owner.

Conditional Use Application # CU 23080004

Planning Comm. Meeting Date 9-7-2023 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 10-3-2023 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 C1700047

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Sekhar Thadiparthi</u>	<u>Bobby Butler</u>
<u>3050 Waterstone Dr</u>	<u>1540 Lipscomb Rd,</u>
<u>Cumming, GA, 30041</u>	<u>Social Circle, GA, 30025</u>
	<small>(If more than one owner, attach Exhibit 'A')</small>
E-mail: <u>sthadiparthi@gmail.com</u>	
Phone # <u>404-808-9978</u>	Phone # <u>727-735-5667</u>
Location <u>1540 Lipscomb Rd, Social Circle, GA</u>	Present Zoning <u>A1</u> Acreage <u>61.44</u> acres
Existing Use of Property: <u>Primary Residence</u>	
Existing Structures: <u>2 Homes</u>	
Property is serviced by:	
Public Water: _____ Provider: _____	Well: <input checked="" type="checkbox"/>
Public Sewer: _____ Provider: _____	Septic Tank: <input checked="" type="checkbox"/>
The purpose of this conditional use is: <u>Short term rentals such as AirBnb,</u>	
<u>Weekend retreats, Special events such as Birthday parties, Graduation parties</u>	
<u>Family gatherings, Christmas party, Wedding Anniversary, Wedding ceremony etc..</u>	
<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>Sekhar Thadiparthi</u>	<u>07/28/2023</u> \$ <u>350.00</u> <input checked="" type="checkbox"/>
Signature	Date Fee Paid
Public Notice sign will be placed and removed by P&D Office	
Signs will not be removed until after Board of Commissioners meeting	
Office Use Only:	
Existing Zoning <u>A1</u>	Surrounding Zoning: North <u>A1</u> South <u>A1</u>
	East <u>A1</u> West <u>A1</u>
Comprehensive Land Use: <u>Conservation</u>	
Commission District: <u>4-Lee Bradford</u> Watershed: <u>Hard Labor Creek W-P-2</u>	

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.

All the County guidelines provided for outdoor recreational facilities & short term rentals shall be implemented upon obtaining the zoning changes/variances.

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

Since the property is over 60 acres, Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.

3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.

Since the property is over 60 acres, Off-street parking is not needed.

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

All the County guidelines shall be followed to ensure the facility and utilities are capable of adequately serving the proposed use.

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

We will ensure that, the proposed use will not adversely affect the level of property values or general character of the area.

**AUTHORIZATION
BY PROPERTY OWNER**

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

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

Name of Applicant: SEKHAR THADIPARTHI
Address: 3050 WATERSTONE DR, CUMMING, GA
Telephone: 404-808-9978
Location of Property: 1540 LIPSCOMB RD, SOCIAL CIRCLE, GA, 30025

Map/Parcel Number: AC1700047
Current Zoning: A1 Requested Zoning: A

Bobby Butler
Property Owner Signature

Property Owner Signature

Print Name: BOBBY BUTLER

Print Name: SEKHAR THADIPARTHI

Address: 1540 LIPSCOMB RD, SOCIAL CIRCLE, GA 30025

Address: 3050 WATERSTONE DR, CUMMING, GA

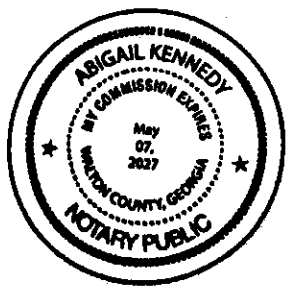
Phone #: 727-735-5667

Phone #: 404-808-9978

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.

Abigail Kennedy
Notary Public

7/27/23
Date



From

Sekhar Thadiparthi

(Potential Purchaser of the property at 1540 Lipscomb Rd, Social Circle, GA, 30035),
Phone Number: 404-808-9978

Email: sthadiparthi@gmail.com

07/28/2023

To

The Planning Commission Board,
Walton County,
126 Court St, Monroe, GA, 30655

Subject: Letter of Intent - Request for Variance from Agricultural A1 to A Rezoning

Dear Sir/Madam,

I am writing to formally submit an application with authorization from the current owner of the property located at 1540 Lipscomb Road, Social Circle, GA 30025 (Parcel #C1700047) to represent as an applicant (Notarized copy of the Authorization form attached with the application) for a Variance from Agricultural A1 to A rezoning in Walton County and also for Variance to use approximately 6256 square feet main house and approximately 2000 square feet guest house existing on the property. I am planning to buy this property and I believe that rezoning the land from Agricultural A1 to A with Special Events will better align with the community's development vision and utilize the property in a manner that benefits both the neighborhood and the Walton County.

The purpose of this rezoning request is to allow for the establishment of a venue for special events such as meditation retreats, family reunions, birthday parties, anniversary celebrations, and engagements, marriages and also short-term rentals like Air B&B, VRBO and other short-term rentals allowed by the county. These events are intended to be small-scale, private gatherings that promote community well-being, celebrate life's milestones, and foster connections among individuals and families.

I have carefully reviewed the current zoning regulations and the requirements for the A zone, and I am committed to ensuring that any developments on the property will adhere to these guidelines, promoting responsible land use and respectful integration with the surrounding area.

The proposed use of the property as a venue for special events will provide a unique and valuable service to the community, offering a peaceful and serene setting for people to come together, celebrate, and cultivate a sense of harmony. The events hosted on the property will be managed to maintain the tranquility of the surroundings and minimize disruptions to the neighboring properties. All applicable setback requirements and any other county regulations like noise pollution will be complied to at all times.

While there are three entry and exit paths from Lipscomb Road to this property, it will be ensured that the main entry/exit to the property will be the farthest point from the bend in Lipscomb Road (Adjacent to 1476 Lipscomb Rd), as identified in the survey/map attached to the application. This approach is aimed at maximizing safety for vehicles entering and exiting the property and minimizing any potential impact on traffic flow along Lipscomb Road. Also, there is ample amount of space within the available 61+ acres to have additional parking facilities as needed without any impact to the applicable setback requirements from lake, neighboring property lines and any other county regulation. Any usage of the facility will be in the main home and associated lawns area thereby giving sufficient buffer for ensuring a calm and peaceful utilization of the space.

I have conducted thorough research and consulted with relevant experts to ensure that the proposed rezoning aligns with the long-term goals of the county's comprehensive plan and development vision. The intended use of the property aligns with the county's objectives of fostering community engagement, supporting cultural activities, and promoting the overall well-being of its residents with a good value addition to the county from economic perspective.

Furthermore, I am aware of the importance of preserving the natural beauty and ecological balance of the region. Therefore, I plan to implement sustainable and environmentally friendly practices in any development undertaken on the property, minimizing the impact on the surrounding environment and ensuring its continued health and vitality.

I kindly request the opportunity to present my proposal before the Zoning Board to discuss the merits of the rezoning and address any concerns or questions you may have. I am more than willing to provide additional information, detailed plans, and evidence of community interest to support my application.

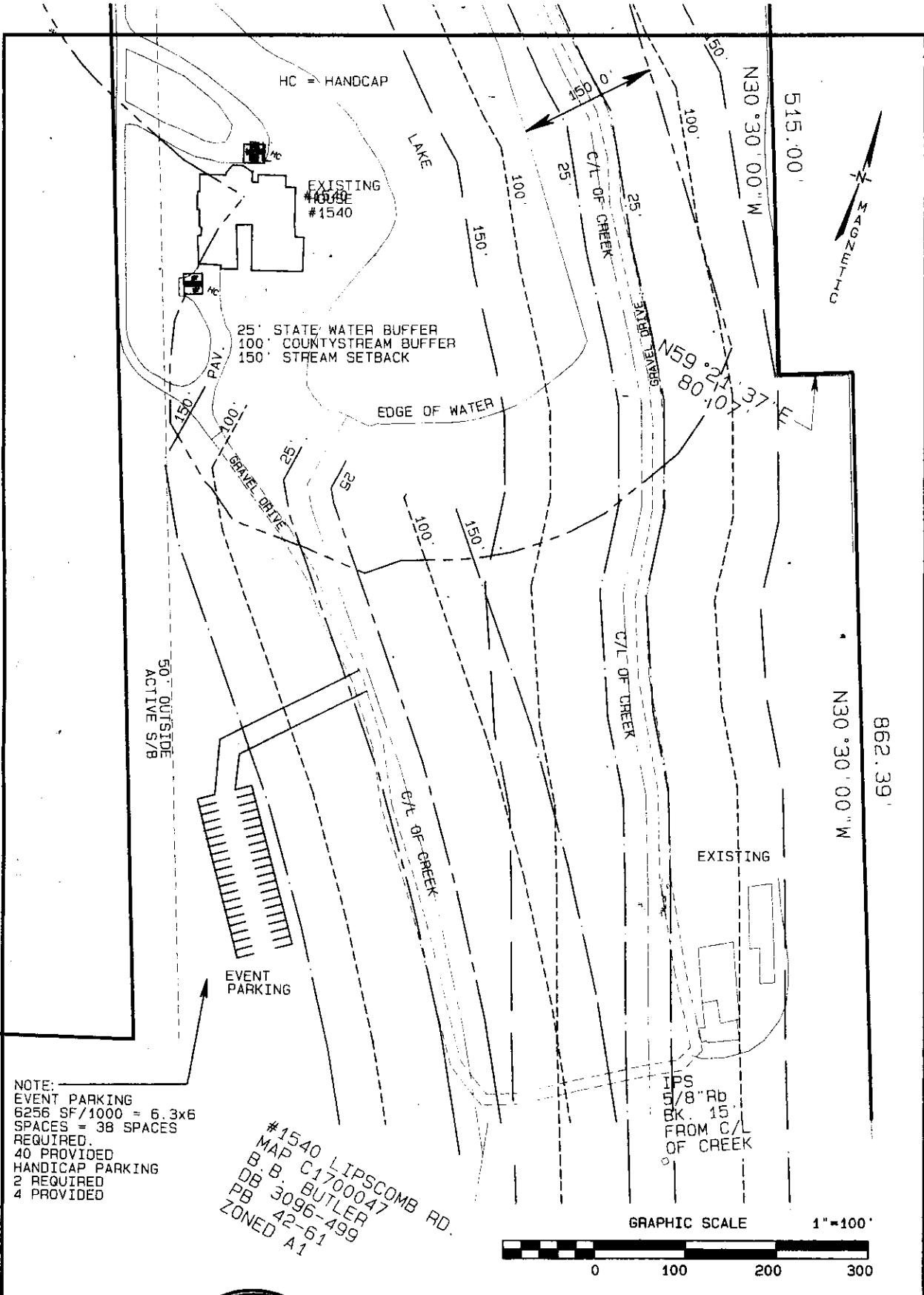
In conclusion, I am enthusiastic about the potential of this rezoning and its positive impact on the county. I am committed to complying with all regulations, contributing to the community's growth, and promoting sustainable development.

Thank you for considering my application. I am available at your convenience to discuss the proposal further or answer any questions you may have. Please find attached all the necessary documents and materials required for the application process.

Sincerely,

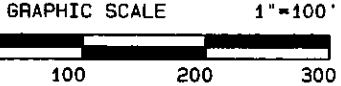
Sekhar Thadiparthi

Ph: 404-808-9978

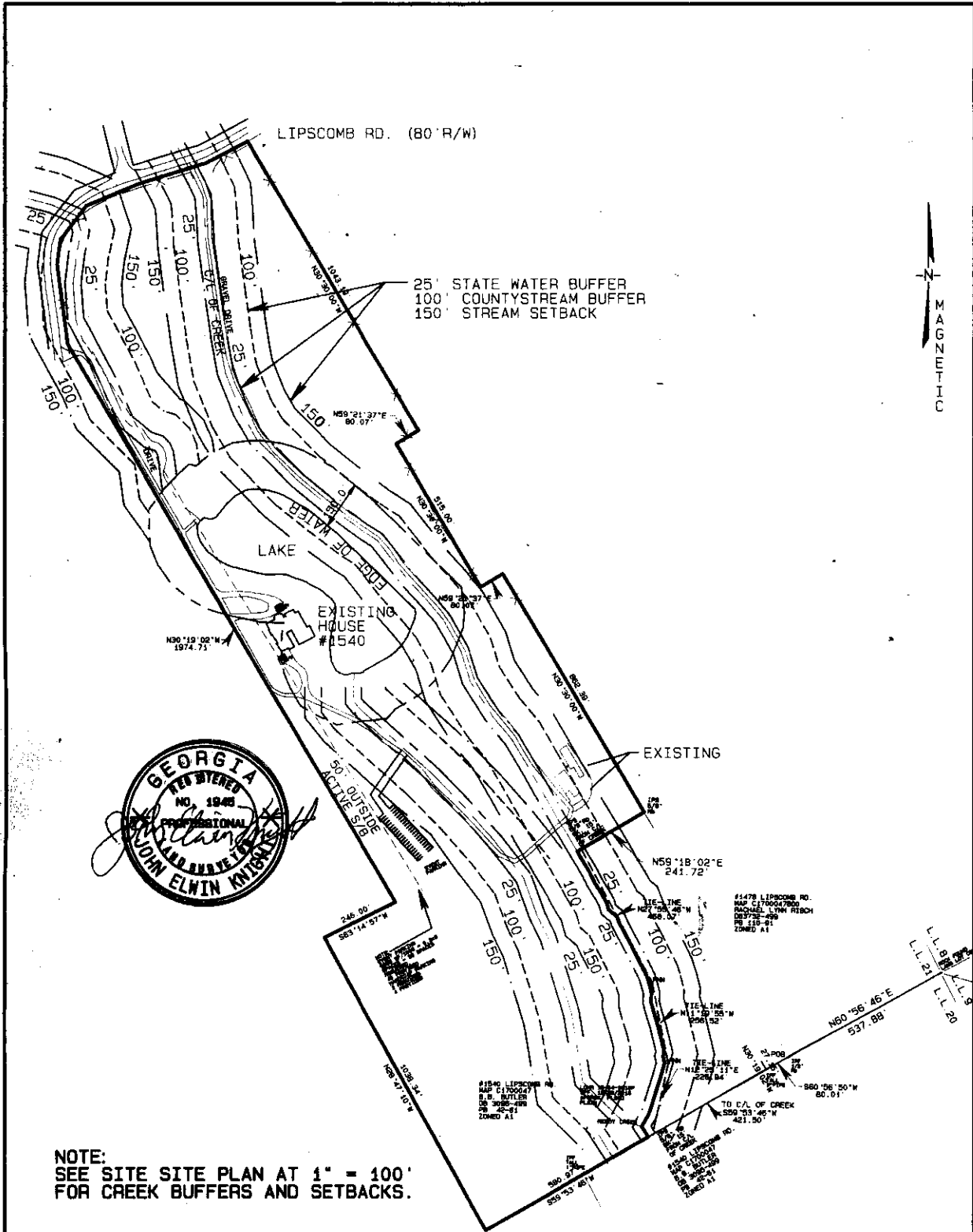


NOTE:
 EVENT PARKING
 6256 SF/1000 = 6.3x6
 SPACES = 38 SPACES
 REQUIRED.
 40 PROVIDED
 HANDICAP PARKING
 2 REQUIRED
 4 PROVIDED

#1540 LIPSCOMB RD.
 MAP C1700047
 B.B. BUTLER
 DB 3096-499
 PB 42-61
 ZONED A1



SITE PLAN FOR REZONE FROM A1 TO A & SPECIAL EVENTS - SHORT TERM RENTALS FOR: BOBBY BUTLER OWNER		SHEET 2 OF 2
Scale: 1"=100	LAND DISTRICT 1 LAND LOT 21	
Date: 7/31/2023	WALTON COUNTY, GEORGIA	
Revised:	Drawn By: B.R.W.	
Job:	Surveyor: JOHN ELWIN KNIGHT GA. R.L.S. #1945	



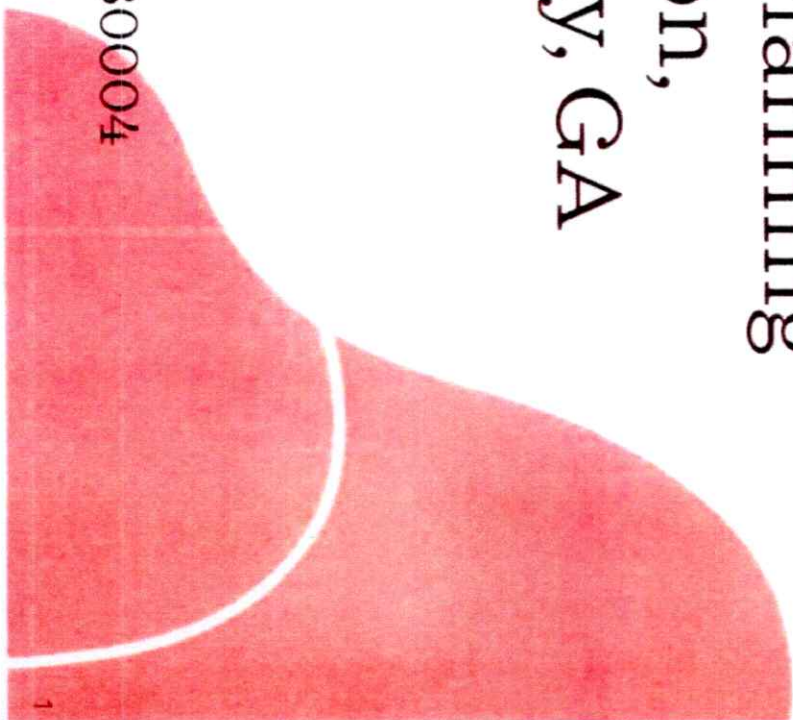
SITE PLAN FOR REZONE FROM A1 TO A & SPECIAL EVENTS - SHORT TERM RENTALS FOR: BOBBY BUTLER OWNER		SHEET 1 OF 2
Scale: 1"=300	LAND DISTRICT 1 LAND LOT 21	
Date: 7/31/2023	WALTON COUNTY, GEORGIA	
Revised:	Drawn By: B.R.W.	
Job:	Surveyor: JOHN ELWIN KNIGHT GA. R.L.S. #1945	

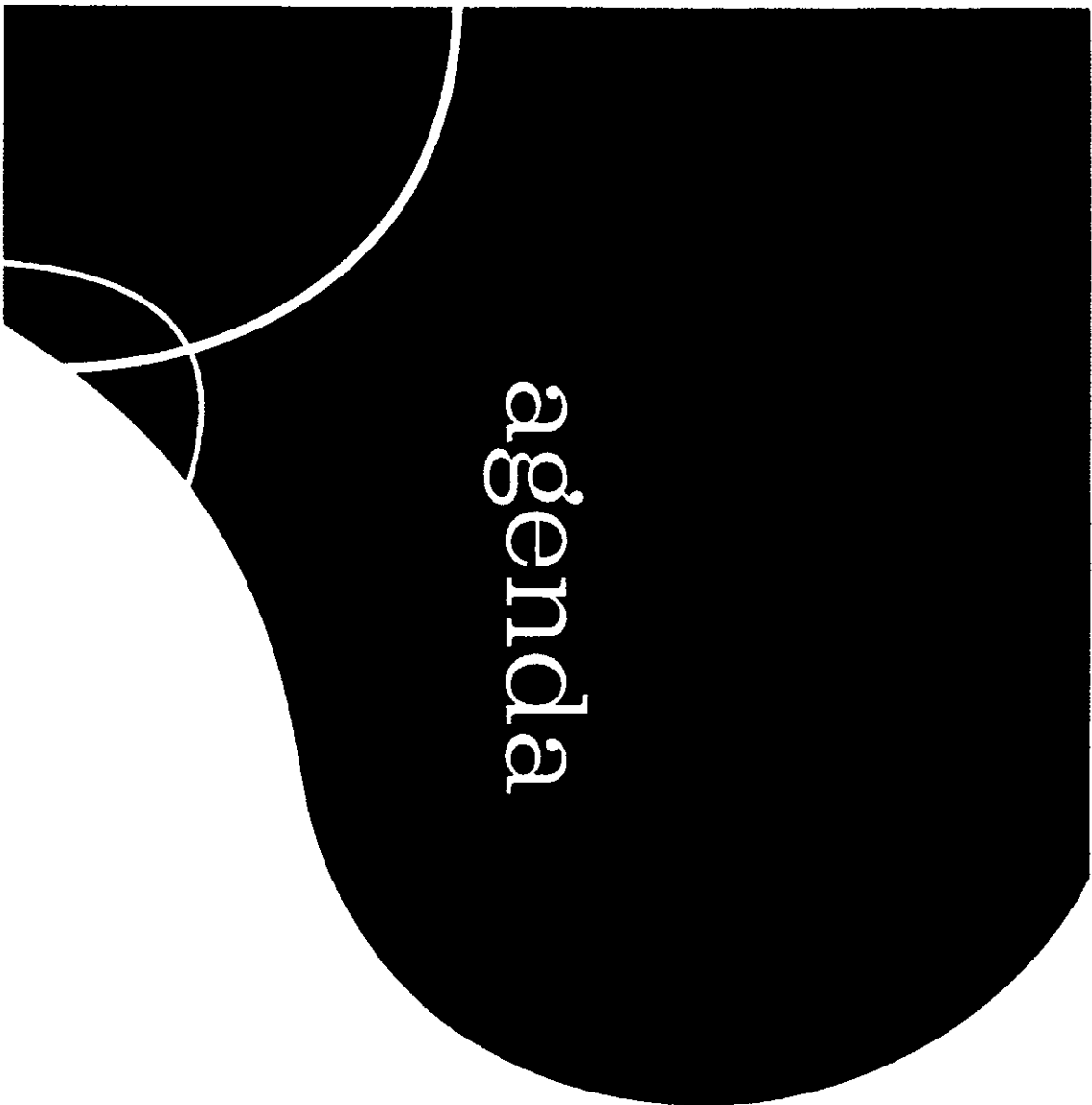
Walton County Planning Commission, Walton County, GA

September 7, 2023

Z23080001 & CU23080004

Ready Creek Farms Llc





Introduction
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Primary goal
4

Overview of Property
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Value Proposition
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Our commitment
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Summary
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Introduction

Z23080001 - Rezone 61.44 acres from A1 to A for short term rental, Conditional use CU23080004 for an event venue and variance to regulation that venue be on an arterial road

Address: 1540 Lipscomb Rd, Social Circle, GA 30025



primary goal

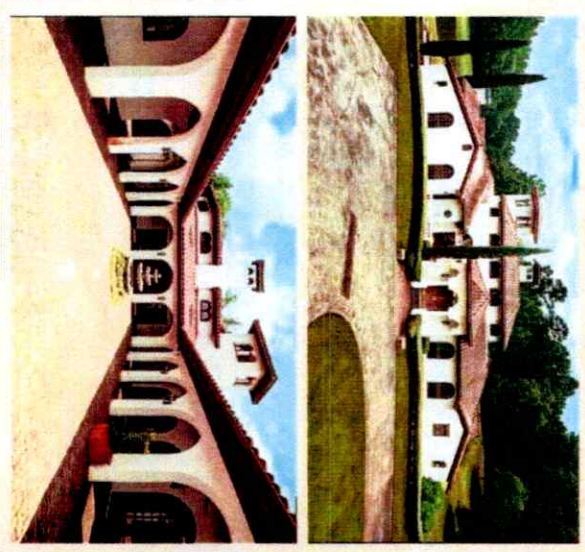
Ready Creek Farms LLC, a Georgia based partnership company is primarily started with goal of identifying, acquiring and improving properties with the sole aim of providing a unique and valuable service to the community. We want to offer serene setting for people to come together and celebrate, and cultivate a sense of a peace & harmony.

We intend to achieve this goal by preserving the natural beauty and ecological balance of the region and surroundings by employing sustainable and environmentally friendly practices in any development undertaken on the property. Our goal is to minimize the impact on the surrounding environment and ensure its continued health and vitality. Currently, this property needs a lot TLC, which could cost over \$200,000 to bring it up to speed.

Value Proposition

- Alignment with the community's development vision and utilization of the property in a manner that benefits both the **neighborhood and Walton County**
- Responsible land use and **respectful integration** with the surrounding area
- Unique and valuable service to the community, offering a **peaceful and serene** setting for people to come **together, celebrate, and cultivate a sense of harmony**
- Fostering community engagement, supporting cultural activities, and promoting the **overall well-being** of its residents with a good value addition to the county from an economic perspective

Overview of Property - 1540 Lipscomb rd, Social Circle, GA 30025



- 6256 Sq ft home
- 2000+ guest hou
- 61+ acres
- Lake
- 3 entrances from Lipscomb rd

Some proposed uses of the property



Meditation Retreat



Family Reunion




Celebration of Life Events



Engagement ceremony



Wedding Ceremony



Our Focus is on community growth and sustainable development, not only with respect to the local economy, but also as a means of leading a more fulfilling **intellectual, emotional, moral and spiritual life.**

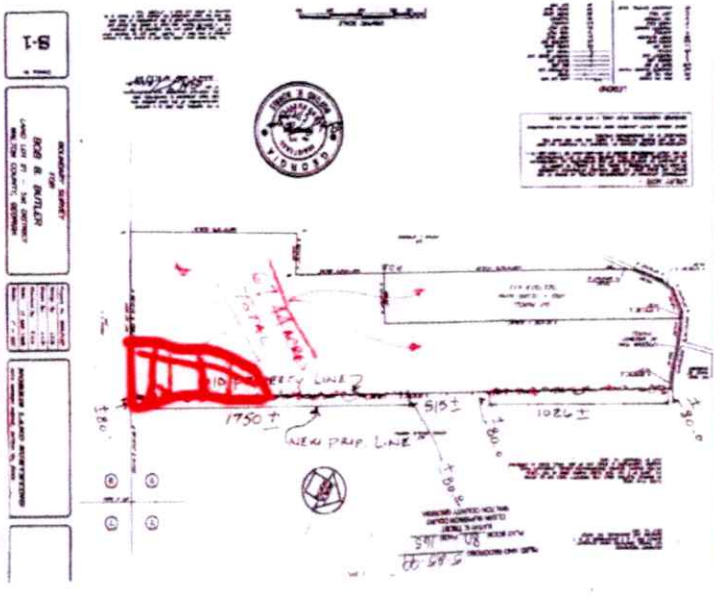
Our commitment

- Events hosted on the property will be managed to maintain the tranquility of the surroundings and avoid disruptions to the neighboring properties
- All applicable setback requirements and any other county regulations such as noise pollution will be complied to at all times
- Maximize safety for vehicles entering and exiting the property and minimize any potential impact on traffic flow along Lipscomb Road
- Parking facilities as needed without any impact to the applicable setback requirements from lake, neighboring property lines and any other county regulation

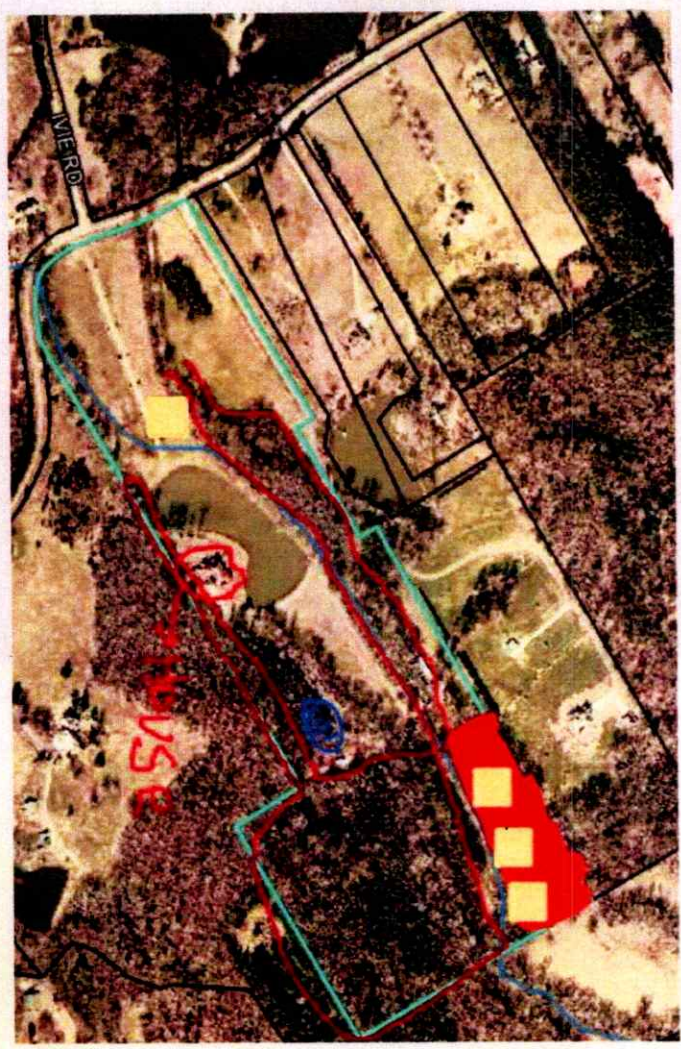
Our commitment (continued)

- Any usage of the facility will be in the main home and associated lawn areas thereby giving a sufficient buffer for ensuring a calm and peaceful utilization of the space without any impact to neighbors
- Implement sustainable and environmentally friendly practices in any development undertaken on the property, minimizing the impact on the surrounding environment and ensuring its continued health and vitality

Copy of Survey



Arial view



- Adequate Tree line coverage acts as buffer from Neighboring properties
- Potential parking spaces identified (in blue color)
- Provides adequate setback from neighboring properties

Leap of faith

1. Our proposal is not changing any foot-print of the property and rather we are trying beautify it. If someone were to purchase this in as-is condition, it could become a distressed sale, and a proposal for a high-density subdivision is highly likely, which could have a negative impact to the neighborhood in multiple aspects.
2. Currently, this property is under tax conservation with around \$3500 annual taxes. We intend to break it, which would result in full taxes. This would increase county revenue.
3. Our proposal would positively impact the local businesses such catering, hospitality & service industries
4. We believe this project will benefit the whole community. We are committed to the residents of social circle and would like to extend a discounted rates for any of their family events, if it is permissible by the county regulations.

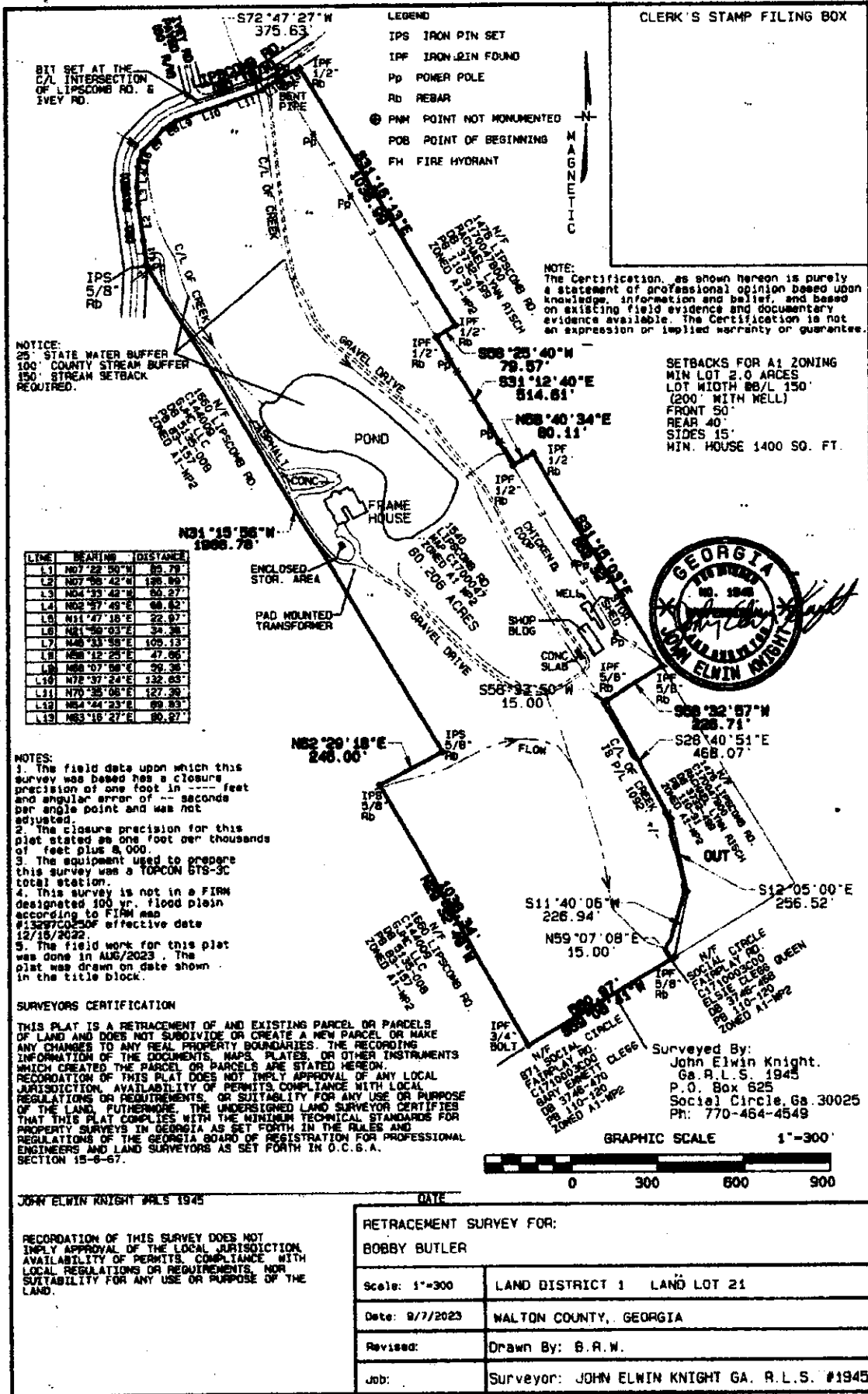
Summary

We are enthusiastic about the potential of this rezoning and its positive impact on the county and the neighborhood. We are committed to complying with all applicable regulations, contributing to the community's growth, and promoting sustainable development and intend to use this property for stated purposes in a peaceful and harmonious manner.



Thank You

Ready Creek Farms LLC,
Sekhar Thadiparthi
404-808-9978





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

Petition for Case #Z23080001

1 message

Tracie Malcom <tracie.malcom@co.walton.ga.us> Wed, Sep 6, 2023 at 1:28 PM
To: John Pringle <jahombspringle@msn.com>, Wesley Sisk <wesley@brownoilcompany.com>, Tim Hinton <hintontim01@gmail.com>, Tim Kemp <TJKemp59@gmail.com>, Keith Prather <keith_prather@yahoo.com>, Pete Myers <pete@georgiahydrantservices.com>, Josh Ferguson <jdawgs15@gmail.com>, charna parker <cparker@co.walton.ga.us>

Mr. Stacy Philippus brought by a Petition of signatures for the 2nd case on the agenda tomorrow night - Z23080001 - 1540 Lipscomb Road.

He wanted you to have this before the meeting tomorrow night.

--

Tracie Malcom

Zoning Coordinator
Walton County Planning & Development
126 Court Street
Monroe, GA 30655
770/267-1319
Fax#770/267-1407
tracie.malcom@co.walton.ga.us
www.waltoncountyga.gov

Petition of Signatures on Z23080001.pdf
1220K

93 Signatures

Social Circle Residents

Z 23080001

Petition against Walton County Rezoning Application #Z23080001 - 1540 Lipscomb Road, Social Circle, GA 30025 from A1 to A for a short term rental with a conditional use for an event venue.

Name	Address	Signature	Date
Stacy C. Philippus	1004 Brady Lamonds Rd.	Stacy Philippus	8-15-23
Vicki L. Philippus	1004 Brady Lamonds Rd.	Vicki Philippus	8-15-23
Rachael Risch	1476 Lipscomb Rd	Rachael Risch	8/15/23
Daniel Risch	" "	Daniel Risch	8/15/23
Kelly Tranelly	1446 Lipscomb Rd	Kelly Tranelly	8/15/23
Bond Amy	1411 Lipscomb Rd	Bond Amy	8/15/23
Margaret Anderson	1321 Lipscomb Rd	Margaret Anderson	8/15/23
Merry Anderson	1321 Lipscomb Rd	Merry Anderson	8-15-23
Jeff Anderson	1321 Lipscomb Rd.	Jeff Anderson	8/15/2023
Nimberly Kalston	1260 Lipscomb rd	Nimberly Kalston	8/15/23
Jenatman Kalston	1260 Lipscomb rd	Jenatman Kalston	8/15/23
Dan Johnson	1300 Lipscomb Rd	Dan Johnson	8-15
Penny Johnson	1300 Lipscomb Rd	Penny Johnson	8-15
Annal Ashley	1400 Lipscomb Rd	Annal Ashley	8-15-23
KEITH MORRIS	1691 Lipscomb Rd	Keith Morris	8/17/23
Catherine Morris	1691 Lipscomb Rd	Catherine Morris	8/17/23
Joakim & Rana	1190 Lipscomb Rd	Joakim & Rana	8/17/2023
Erin & Rana	1190 Lipscomb Rd	Erin & Rana	8/17/2023
Cindy S. Munos	1301 Lipscomb Road	Cindy S. Munos	8/17/23
Clay Tottle	1301 Lipscomb Road	Clay Tottle	8/17/23
Linda Barton	1551 Lipscomb Rd	Linda Barton	8/20/23
Johnny Barton	1551 Lipscomb Rd	Johnny Barton	8/20/23
JEFF SCHLENDER	1130 Lipscomb Rd	Jeff Schlander	8/20/23
VICKIE SCHLENDER	1130 Lipscomb Rd	Vickie Schlander	8/20/23
Jean B. Roten	1131 Lipscomb Rd	Jean B. Roten	8/20/23
Jean H. Roten	1131 Lipscomb Rd.	Jean H. Roten	8/20/23
Hunter Bilbey	1320 Lipscomb Rd	Hunter Bilbey	8/20/23
Latie Busenitz	1975 Lipscomb Rd.	Latie Busenitz	8-22-23
Karna Busenitz	1975 Lipscomb Rd	Karna Busenitz	8-22-23
Michele Levan	1371 Lipscomb Rd	Michele Levan	8/22/23
SARA L LEVAN	1371 Lipscomb Rd	Sara L Levan	8/22/23
Crystal Benton	1280 Lipscomb Rd	Crystal Benton	8/22/23
Robin Hill	1155 Lipscomb Rd	Robin Hill	8/22/23
Richard McKeown	1240 Lipscomb Rd	Richard McKeown	8-22-23
Angeh Barnhart	1160 Lipscomb Rd	Angeh Barnhart	8-22-23
Michele Ryan	1750 Lipscomb Rd	Michele Ryan	8-22-23
Robert Ryan	1750 Lipscomb Rd	Robert Ryan	8-22-23
Gus Arenas	1840 Lipscomb Rd	Gus Arenas	8-22-23
Jeanne Arenas	1840 Lipscomb Rd	Jeanne Arenas	8-22-23
Glenn L. Smart	2011 Lipscomb Rd	Glenn L. Smart	8-22-23
Rachel Barlow	2120 Lipscomb Rd	Rachel Barlow	8-23-23
Kristin Willis	2071 Lipscomb Rd	Kristin Willis	8-23-23
Richard Cider	1995 Lipscomb Rd	Richard Cider	8-24-23

93 signatures

CU 23080004

From

Reedy Creek Retreat LLC

(Potential Purchaser of the property at 1540 Lipscomb Rd, Social Circle, GA, 30035),

09/14/2023

To

The Planning Commission Board,

[Walton County]

126 Court St, Monroe, GA, 30655

Subject: Letter of Intent - Request to obtain the variance to regulations for the size of the building and that an event venue must have direct access to an arterial or collector road and conditional use permit for special events.

Dear Sir/Madam,

We intend to purchase the property located at 1540 Lipscomb Road, Social Circle, GA 30025. After listening the concerns from the neighbors during the 1st hearing meeting, scheduled on September 7th, 2023, we have decided to withdraw the Z2308001 application submitted for rezoning of the property from A1 to A to allow for the short rentals or Airbnb and wish to continue with CU23080004 application to obtain the variance to regulations to use approximately 6256 sqft of the main building (5000 sqft size limit) and approximately 2000 square of the guest house for hosting special events. We believe that special events would better align with the community development vision and utilize the property in a manner that benefits both the neighborhood and the County.

The intent of the proposed facility is to allow for the establishment of a venue for special events such as meditation retreats, charity events, family reunions, holiday parties, birthday parties, anniversary celebrations, engagements and weddings. These events are intended to be small-scale, private gatherings that promote community well-being, celebrate life's milestones, and foster connections among individuals and families.

We are committed to ensuring that any developments on the property will adhere to the county guidelines, promoting responsible land use and respectful integration with the surrounding area. The proposed use of the property as a venue for special events will provide a unique and valuable service to the community, offering a peaceful and serene setting for people to come together, celebrate, and cultivate a sense of harmony. The events hosted on the property will be managed to maintain the tranquility of the surroundings and minimize disruptions to the neighboring properties. All applicable setback requirements and any other county regulations like noise pollution will be complied at all times.

While there are three entry and exit paths from Lipscomb Road to this property, it will be ensured that the main entry/exit to the property will be the farthest point from the bend in

Lipscomb Road (Adjacent to 1476 Lipscomb Rd), as identified in the survey/map attached to the application. This approach is aimed at maximizing safety for vehicles entering and exiting the property and minimizing any potential impact on traffic flow along Lipscomb Road. Also, there is ample amount of space within the available 61+ acres to have additional parking facilities as needed without any impact to the applicable setback requirements from lake, neighboring property lines and any other county regulation. Any usage of the facility will be in the main home and associated lawns area thereby giving sufficient buffer for ensuring a calm and peaceful utilization of the space. Furthermore, we are aware of the importance of preserving the natural beauty and ecological balance of the region. Therefore, we plan to implement sustainable and environmentally friendly practices in any development undertaken on the property, minimizing the impact on the surrounding environment and ensuring its continued health and vitality.

In conclusion, we are enthusiastic about the potential of this permit and its positive impact on the county. We kindly request the opportunity to present our proposal before the Zoning Board to discuss the merits of the conditional use and address any concerns or questions you may have. Thank you for considering our application.

Sincerely,

Sekhar Thadiparthi,

Managing Member,

Reedy Creek Retreat LLC

Ph: 404-808-9978



Planning and Development Department Case Information

Case Number: Z23070021

Meeting Dates: Planning Commission 09-07-2023
Board of Commissioners 10-03-2023

Current Zoning: A1

Request: Rezone 7.91 acres from A1 to B2 with conditional use for outside storage for a landscaping business

Address: 4930 Highway 20, Loganville, Georgia 30052

Map Number: C0060041

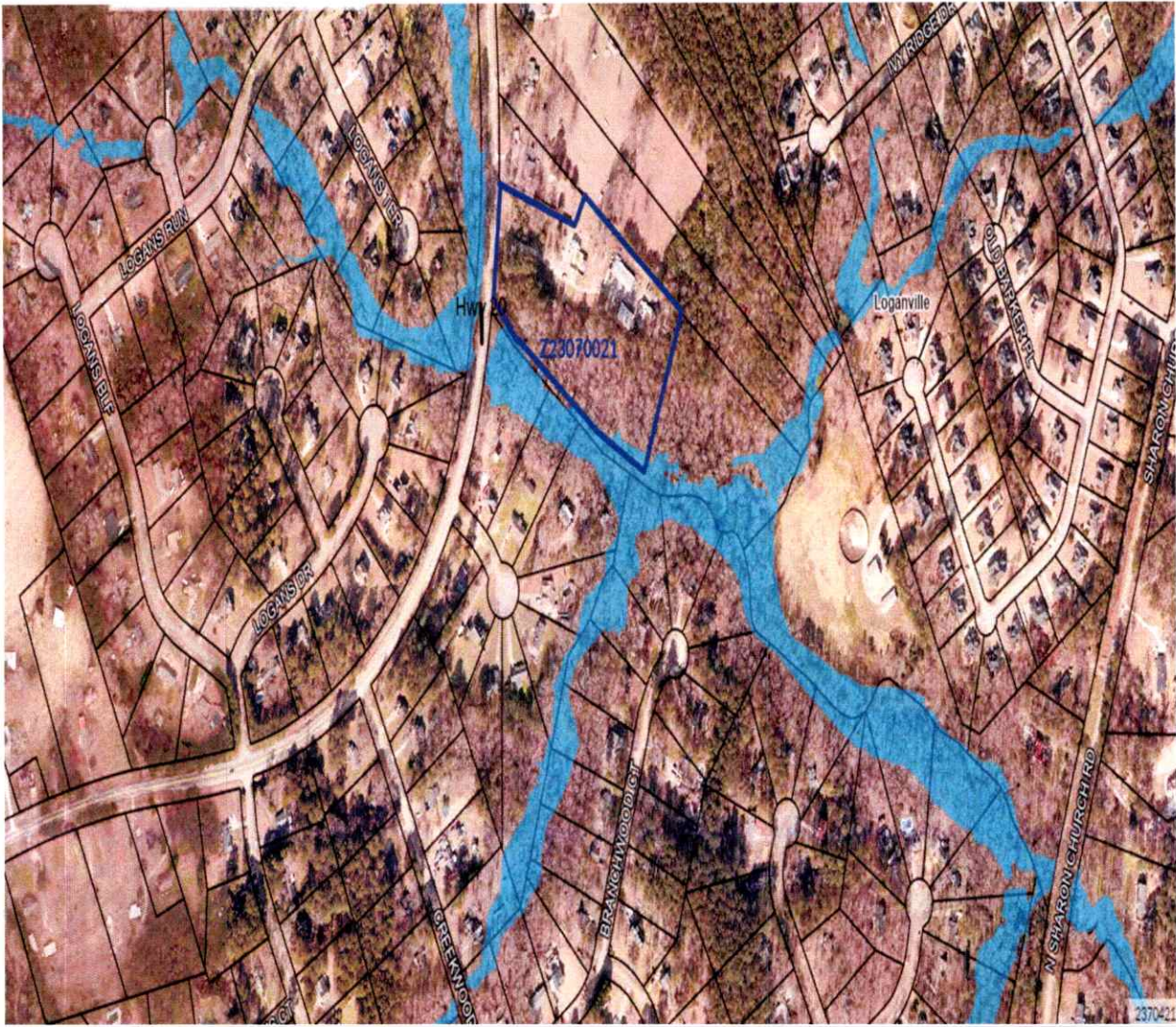
Site Area: 7.91 acres

Character Area: Neighborhood Residential

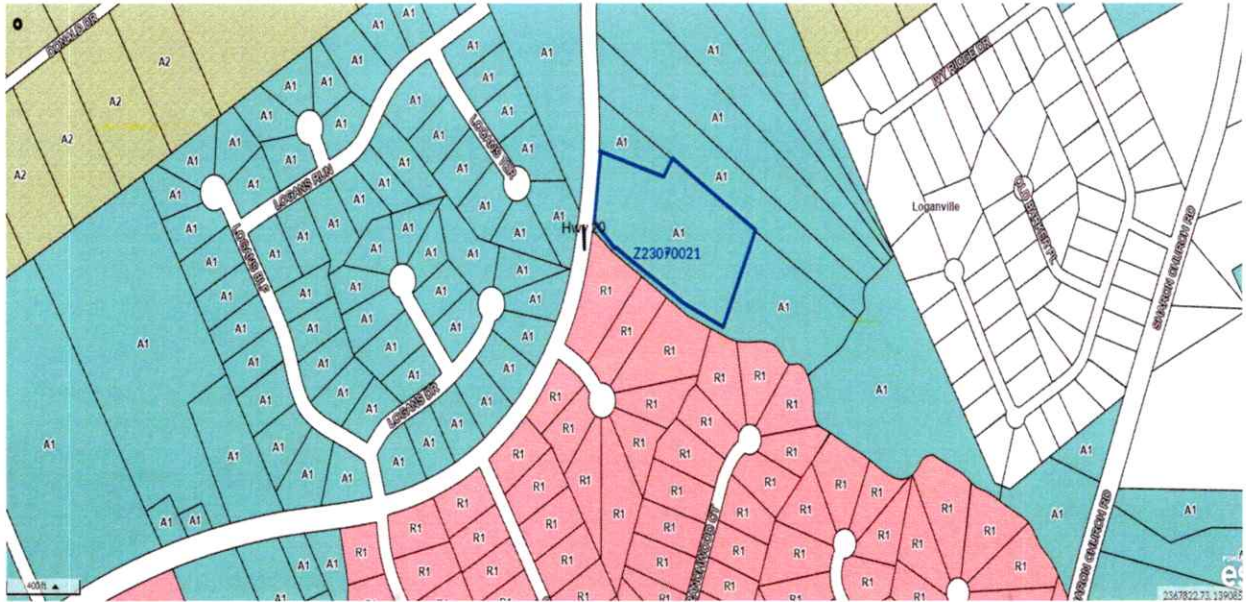
District 2: Commissioner –Mark Banks Planning Commission – Pete Myers

Applicant:
Advanced Landscape Services Inc
(Rick Sullivan)
76 Bay Creek Road, Suite P
Loganville, Georgia 30052

Owner:
Shelby GT Properties, LLC
(Dale Young)
2423 Thurleston Lane
Duluth, Georgia 30097



Existing Site Conditions: Property consists of 7.91 acres.

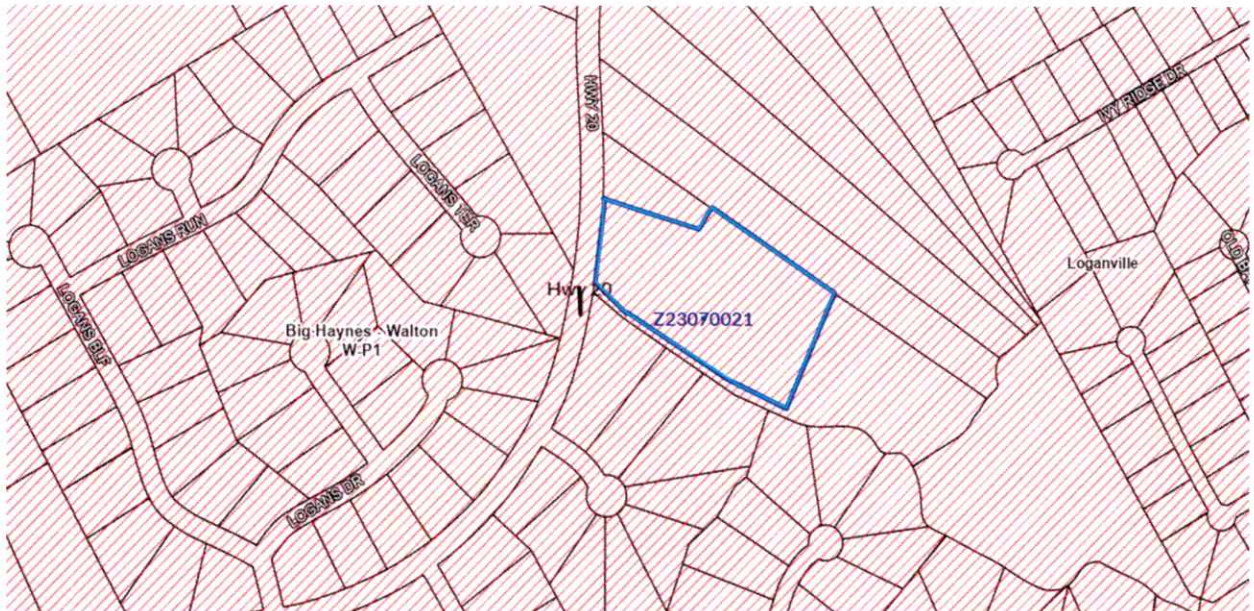


The surrounding properties are zoned A1 and R1.

Subdivisions surrounding property:



Property is in the following Watershed (Big Haynes):



Staff Comments/Concerns:

History:

V03070023	William Stark	Flag lot to give 2 acres to son	C0060041A 4970 Hwy 20	Denied
Z03110007	William Stark	A1 to B2 for minor auto repair & Maint	C0060041A 4970 Hwy 20	Denied
V13100001	Mark & Rochelle Harrison	Red min lot width from 150' to 25' to create a buildable lot	C0060041A 4970 Hwy 20	Approved

Comments and Recommendations from various Agencies:

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

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

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

Fire Marshal Review: Shall comply with current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Structures to be used as business shall be compliant on all fire codes. (I.e...Emergency lighting, fire extinguishers, ADA, and other applicable codes). Commercial fire access road shall be installed.

Fire Department Review: Little access with no commercial fire access road.

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

DOT Comments: Will need to coordinate with Georgia DOT.

City of Loganville: No comment received.

PC ACTION 9/7/2023:

Z23070021-Rezone 7.91 acres from A1 to B2 with conditional use for outside Storage for a landscaping business-Applicant: Advanced Landscape Services Inc-Owner: Shelby GT Properties LLC-Property located at 4930 Hwy 20-Map/Parcel C0060041-District 2.

Presentation: Rick Sullivan represented the case. He said that his family has been in the landscape business for 32 years. He had a place in Gwinnett County for 5 years but the real estate in Walton County is cheaper. He stated that the property at 4930 Hwy 20 is ideal for what he wants to do and there will be no impact on the traffic. Mr. Sullivan stated that there is a well and a septic tank on the property. He also advised that there are 3 buildings on the property, and he is not going to add any more. He will use the property as it sits. Mr. Sullivan stated that he had trailers and bigger equipment, and he needs somewhere to park them.

Speaking: No one

Recommendation: Pete Myers made a motion to recommend approval with a second by Josh Ferguson. The motion carried unanimously.

Rezone Application # Z23070021 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 9-7-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 10-3-2023 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0060041

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Advanced Landscape Services, Inc.

Shelby GT Properties, LLC / Dale Young

76 Bay Creek Road, Suite P

2423 Thurleston Lane

Loganville, Ga 30052

Duluth, GA. 30097

E-mail address: rick.sullivan1@comcast.net

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

Phone # 404-406-5239

Phone # 678-793-9986

Location: 4930 Ga. Hwy 20, Loganville, GA. Requested Zoning B2/Conditional Use for Outdoor Storage Acreage 7.91

Existing Use of Property: Appears to be no activity. If any personal/friend's ^{Auto} repair work.

Existing Structures: Metal Building = 2,700 SF (30X90); Metal Building = 400 SF (20X20); 1,200 SF (30X40) Red Iron/Metal Canopy/Covered Storage Area.

The purpose of this rezone is A rezoned would be needed to allow for my landscaping business to operate out of this location. The current improvements on the property, land size, and location make this a perfect setup to operate my landscaping business.

Property is serviced by the following:

Public Water: Y Provider: Walton County Well: N

Public Sewer: N Provider: N/A Septic Tank: Y

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] (Rick Sullivan) Date: 07-27-2023 Fee Paid: \$ 550.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

Comprehensive Land Use: Neighborhood Residential **DRI Required?** Y N

Commission District: 2-Mark Banks Watershed: Big Haynes-Walton WP-1

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: Advanced Landscape Services, LLC

Address: 76 Bay Creek Road, Suite P, Loganville, GA 30052

Telephone: 404-406-5239

Location of Property: 4930 Georgia Highway 20, Loganville, GA. 30052

Map/Parcel Number: C0060041

Current Zoning: A-1 Requested Zoning: B2 With conditional Use for Outdoor Storage for a landscaping company

Dale Young
Property Owner Signature

Property Owner Signature

Print Name: Dale Young

Print Name: _____

Address: 2423 Thurleston Lane, Duluth, GA. 30097

Address: _____

Phone #: 678-793-9986

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.

Christina I. Gonzalez-Tablada 7/26/2023
Notary Public Date



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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

The premise currently has a 2,700+/- SF, 400+/- SF & 1,200+/- SF buildings on site. There is not a residential structure on the premise. The site appears to have been used as a custom car facility. Currently all immediate and adjoining property is zoned R1 or A1.

**Please note, 9 parcels to the north is a spot zone of B3 for a septic tank company.

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

By maintaining the A-1 Zoning of the property, the value is diminished as it is unattractive for residential or agricultural use for which A-1 zoning is intended. There is not a residential structure on the premise however there are 3 buildings currently on site that have been used in the past as auto related buildings.

- 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 Current zoning on the property constitutes a significant destruction of property values, which destruction is not in furtherance of the promotion of the health, safety, morals or general welfare of the public. The current zoning would only promote continued property vacancy and aesthetic blight while the proposed zoning will result in a new and aesthetically pleasing business development of the property for my

landscaping business. I plan to beautify the property to showcase my company's landscaping ability.

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

As a landscaping company we will be beautifying the property which is much more aesthetically pleasing to the surrounding public than the overgrown vacancy currently. Additionally, the property is being used as a car restoration location for privately owned antique cars. I will be cleaning the property up and allowing a private business to operate and employing locals. The public will benefit by increased tax revenue from the zoning change which will increase payment to the school system without the addition of anymore cars or residents on the roadway, since our business currently operates two miles from this location. By not rezoning the property, this will be a hardship imposed on the current individual property owner as it is not being used for it's intended use. My goal is to rezone the property, beautify the property and utilize the current building(s) for my business.

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

Currently the property is not suitable for redevelopment as agriculture or residential as required by the current zoning. In contrast the property is suitable for commercial use as proposed by Applicant because of the structures currently located on site and the Ga. Hwy 20 commercial corridor road frontage.

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

It appears the property has been vacant for some time and in a state of disinvestment with no apparent prospects willing to re-invest in this property without first rezoning the property for their intended use. Commercial development to the North & South of the subject property along with the widening of Ga. Hwy 20 make the residential or agriculture zoning unattractive. Maintaining the current zoning would only perpetuates vacancy and blight. Approval of the proposed zoning will allow for beautification, additional jobs, and tax base.

July 28, 2023
Walton County Planning & Development
126 Court Street
Walton County Annex 1
Monroe, GA. 30655

RE: Letter of Intent for Rezone

Dear Mrs. Charna Parker,

Please find attached the submittal documents for consideration for the rezoning of 7.91+/- acres located at 4930 Ga. Highway 20, Loganville, GA. 30052 (Parcel # C0060041).

My company, Advanced Landscape Services, Inc. is a local family-owned landscaping business of 32 years and we have been in the Loganville community for the last 5 years.

A typical day starts at 7:30 AM when my 6 employees arrive, receive their assignments then leave around 7:45 – 8:00 AM each day. While most crews return around 4:15 PM daily, typically there is no one on-site during the day unless we are making repairs to equipment or resupplying our trucks.

It appears the current buildings have been used for auto-related businesses in the past. These buildings are currently setup perfectly for the storage and repair of our personal landscaping equipment. Additionally, we would be storing landscaping material such as pine straw (inside a conex trailer currently on-site), mulch, etc. along with our landscaping trucks/trailers. Currently there is no need for additional structures to be built on-site as we will use the property AS, IS aside from our plan to landscape the property to showcase our work/ability. This will also be aesthetically pleasing to the traveling public and neighbors.

We will be a great corporate neighbor while beautifying the surrounding area.

Please don't hesitate to reach out with any questions.

Sincerely,

Rick Sullivan



Planning and Development Department Case Information

Case Number: Z23070022

Meeting Dates: Planning Commission 09-07-2023
Board of Commissioners 10-03-2023

Current Zoning: A2/R1

Request: Rezone 18.25 acres from A2/R1 to B2 with conditional use for outside storage for boats & RVs

Address: Pannell Road & Poplar Street, Monroe, Georgia 30655

Map Number: C1670009

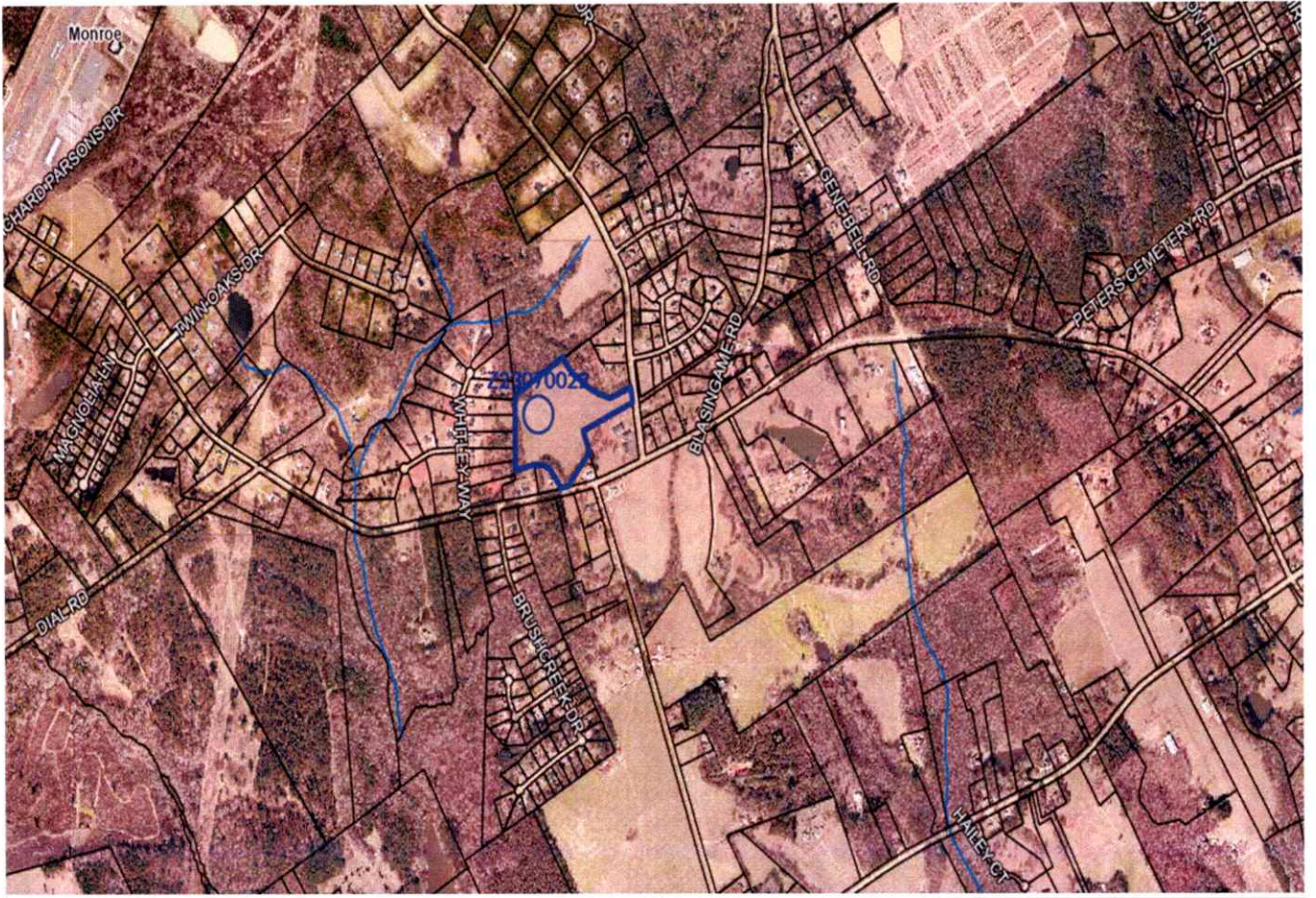
Site Area: 18.25 acres

Character Area: Neighborhood Residential

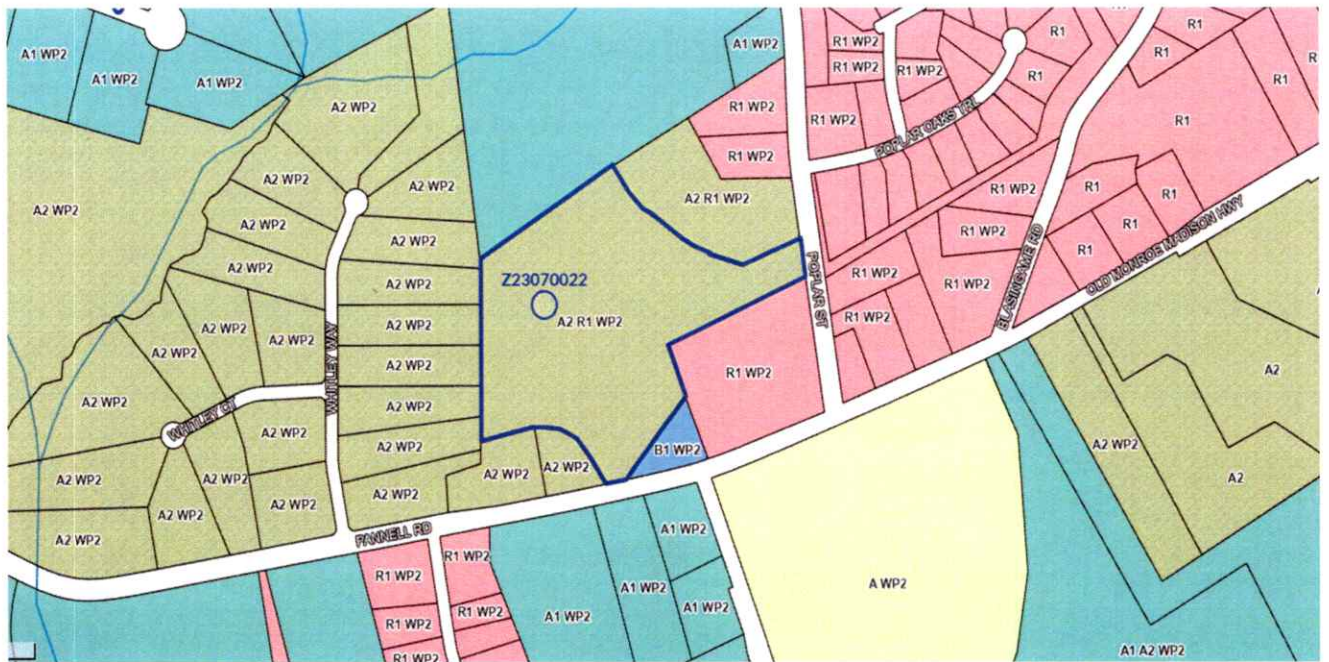
District 6: Commissioner –Kirklyn Dixon Planning Commission – Timothy J Kemp

Applicant:
Red Rock Design
(David Elder)
P.O. Box 50
Bogart, Georgia 30622

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

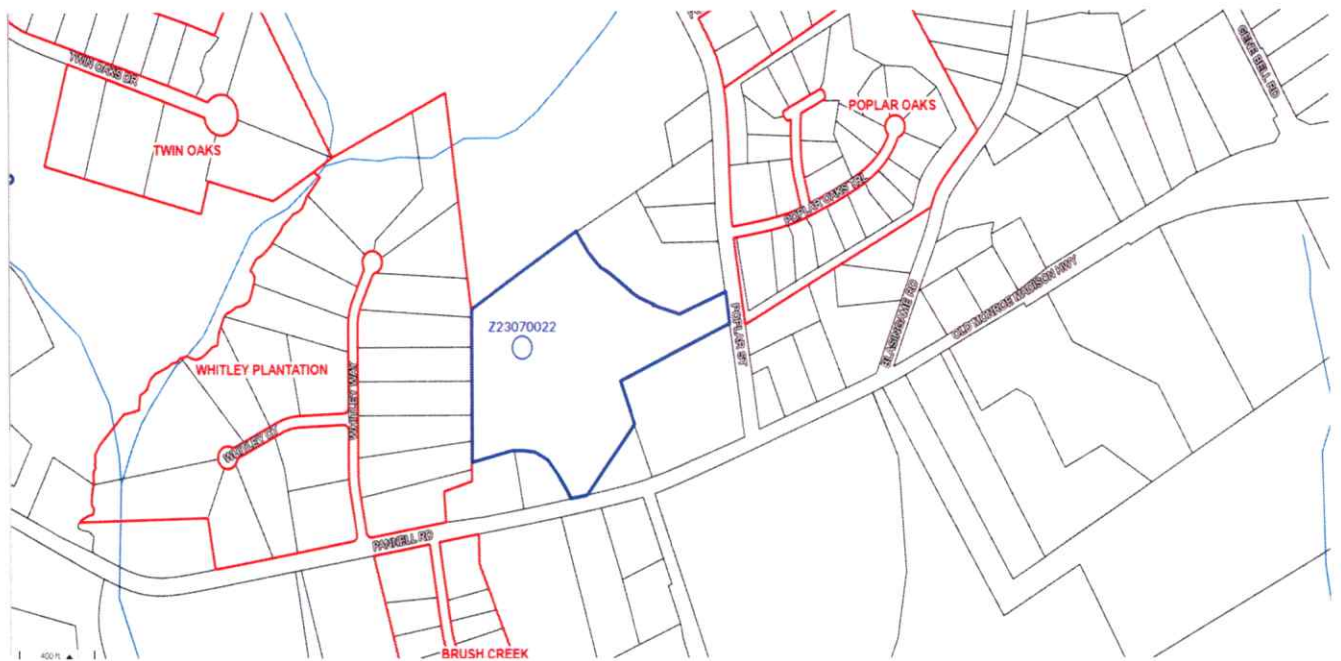


Existing Site Conditions: Property consists of 18.25 acres.

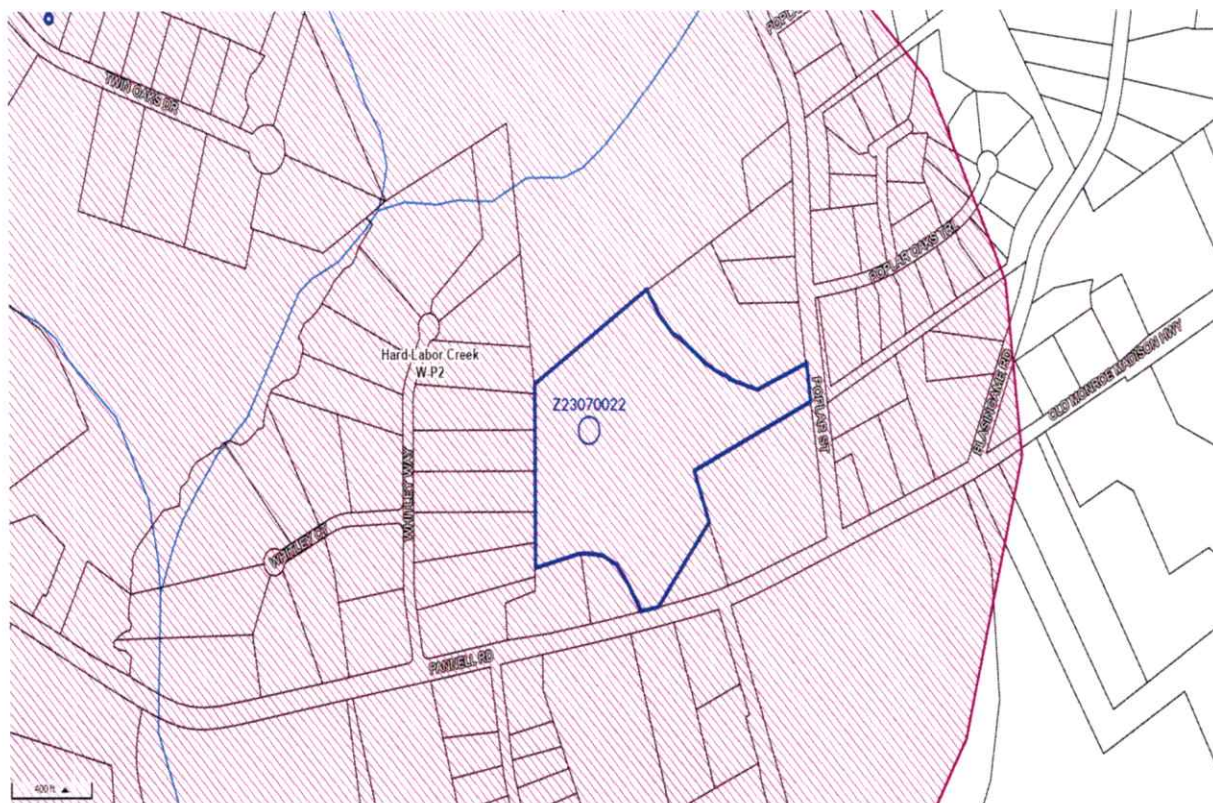


The surrounding properties are zoned R1, B1, A2 and A1.

Subdivisions surrounding property:



Property is in the following Watershed (Hard Labor Creek):



Staff Comments/Concerns:

Article 6 Regulations:

Outdoor Storage of Commercial Vehicles (20)

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

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

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends that a sight distance study be conducted for the Pannell Road entrance location and that if approved, both driveway locations may need to have a center turn lane and proper decel lanes for safety reasons to access locations. Public Works also recommends to install commercial driveways at both locations if approved.

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

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

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire hydrant shall be located within 500 ft. of property due to large amounts of vehicles stored with no 24 hr. surveillance property has a high hazard of combustible materials.

Fire Department Review: Possible heavy fire risk with the number of vehicles planning on being on the property. Fire spread with combustibles on sight will occur rapidly.

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

DOT Comments: Will not need to coordinate with Georgia DOT.

City of Monroe: Per Logan Propes - Monroe doesn't really have a direct interest per se but the requested rezoning does not appear to comport to the 2020 Character Area map, noting it as residential neighborhood. Traffic would likely not be a huge issue and impactful to the nearby bypass and that would be our main concern: keeping the truck bypass traffic flowing well. However, once the land is zoned B2 that all could change in the future as other commercial-type operations beyond RV/boat storage could be permitted on the property.

PC ACTION 9/7/2023:

Z23070022-Rezone 18.25 acres from A2/R1 to B2 with conditional use for Outside storage of boats & RVs-Owner: Red Rock Design-Owner: Dennis McMillan-Property located at Pannell Rd & Poplar St-Parcel C1670009-District 6.

Presentation: David Elder represented the case. He has been working with the owner, Dennis McMillan, who has owned the property for 10 years. He stated that it is all pasture and some trees on the perimeter. The land was cleared for a pasture and has been used in the same fashion for a long time. Mr. McMillan also owns property south behind the nursery across the road. Mr. Elder stated that they considered both properties but this one was the best suited because it is tucked back from the road frontage because this type of use for the property will not need road frontage. Mr. Elder explained that there are residential uses, a convenience store and a couple of churches in the vicinity. They have tried to adhere to everything in the code that adheres to buffers. There is already a 50 ft. required buffer around the existing residential and where there is no buffer, they will add a vegetative buffer. He stated that this is important to consider this with the HOA and the stipulations that they put on property owners like not allowing campers or RVs to park on their property. The community is increasing with more roof tops and the HOA does tell homeowners that they can't have things like this on their property. This request for outdoor storage will consolidate that need because property owners need some place to put things that can't be put on their property. Please consider passing this request because some HOA says you can't park things in your driveway, side yard or anywhere on their property then this will be a great place for people to store their stuff and this is a good solution for this. Speaking from someone who has served on their HOA for a long-time people don't like you telling them that they can't store things on their own property that this is an excellent location due to the minimal grading and it doesn't occupy a visible road frontage and would be a great place for this. Timothy Kemp stated you mentioned about HOA and storing in the yard and so forth, but do you think it is feasible to have storage next to someone else's house? Mr. Elder responded by saying it is difficult never to be next to someone else's house as you can see in the other presentations tonight. Mr. Elder advised that on Qpublic there are homes on Whitley Way that are 450 ft. behind the homes to the rear property line and then there is a 50 ft. buffer and that gives you 500 ft. from these homes to this property. He stated that the concerns are valid, but it is hard to find a piece of property that does not have any impact on homes around it. Timothy Kemp asked were the churches not opposed to this and Mr. Elder stated that as far as he knew they were not.

Speaking: Brad Jordan spoke and stated that he and his wife Susan live at 1401 Poplar Oaks Trail. He stated that 4 years ago they bought the house they are in after living in DeKalb for 30 years. Increased crime in DeKalb County drove them out of the home that they loved. They did their due diligence on the zoning and researched the property around the home they are living in now. He stated that if the outdoor storage is approved then it is out of character. He stated that they are asking for a 200+-space lot. There are plenty of commercial areas for this. This will be an eyesore and eventually they would probably allow tractor trailers to park there. He stated there would be lots of trash and they would still be able to see it even with an 8 ft. fence. He stated that he has seen a drive by storage with only 50 units and it is an eyesore. He is concerned about pollution, vandalism and crime. He provided a petition with signatures of 36 people that do not want this outdoor storage. They do not want the

junk. They would not be opposed to Mr. McMillan building nice homes there but not an RV storage lot.

Brian Shein spoke and stated that he has been in real estate for 20 years and he doesn't think this type of use should be on that property. There are 2 entrances, which are Poplar Street and Pannell Road. There are no businesses on Poplar Street and the only businesses on Pannell Road is Cowpens which is a small convenience store and when you go over the hill there it is very little site distance, and this could be dangerous and there could be fatalities and his concern if this is approved then eventually there will be tractor trailers parked there. He is concerned about leaking oil and gas or diesel into the drinking water.

Kenneth Braswell stated that he has lived in Walton County all his life except for about 8 years, and he owns the farm to the northwest corner. This farm has been in his family for 100 years and he does not want outside storage there. He stated that there is not enough buffer to put there so that when he goes out on his walk that he wouldn't be able to see them. He stated that this would be an eyesore and there would be crime. He stated that the church is not against it because Mr. McMillian donated a whole bunch of land to them.

Brian Atwell who lives at 2143 Whitley Way spoke in favor of the request stating that they bought in Walton County because there was a lot of country and they fell in love with the neighborhood. He stated that he is 5 miles from a beer and a taco. He stated that they have a boat, and he understands about Walton County's growth, and he can see what is being done with expansion. He stated that he takes pride in his house and doesn't want 350 houses in his back yard or even 16 to 20 houses in the back yard. He would rather have something there like this than keep more houses being built behind him. Pannell Road is already a high traffic road. They would have to put in a passing lane. There are water issues and does not feel that this is the place for it. Ask for a survey and get it checked out. There are 2 neighbors that are at Panama City Beach that are against it. They would like a 150 ft. buffer with cedars because nobody wants to see an RV, but this would be the lesser of evils.

The applicant came back for rebuttal and stated that he appreciates all the concerns, and he knows there are people for it and against it. They looked and this would be an easy development site. They could go to single family or multi-family or higher commercial. He stated that whatever is put there will need to abide by the county rules. This is far less intensive. They will follow the staff recommendations. They will pay attention to the traffic, buffers, storm water detention pond. They will have to follow many rules and regulations because there will be many agencies involved. They will go through the process to assess and will do the checks and balances. This has been well thought out. He knows that there are concerns about traffic and stormwater and they will take all of this into consideration. They want to be good neighbors. This type of

business is a place where people can put their toys. The community is going to continue to grow. The owner's family has 110 acres, and it was an economic decision to have outside storage on this land. As development occurs this will be a great place for people to store their items. He hopes that people can see both sides of the coin and vote for this.

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

Rezone Application # 223070022 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 9-7-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 10-3-2023 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C1670009

Applicant Name/Address/Phone # RED ROCK DESIGN - DAVID ELDER P.O. BOX 50 BOGART, GA E-mail address: <u>david@redrockga.com</u> Phone # <u>678.227.4545</u> Location: <u>0 PANNELL RD.</u> ^{Poplar Street} Requested Zoning B2 Acreage <u>18.25</u>	Property Owner Name/Address/Phone MR. DENNIS McMILLAN 465 PLEASANT VALLEY RD. MONROE, GA 30655 (If more than one owner attach Exhibit "A") Phone # <u>770.480.4420</u>
--	---

Existing Use of Property: **VACANT PASTURE LAND**

Existing Structures: **NONE**

The purpose of this rezone is **TO ACHEIVE B2 ZONING WITH
CONDITIONAL USE FOR AN OUTSIDE
STORAGE FACILITY.**

Property is serviced by the following:
Public Water: _____ Provider: **NONE PROPOSED** Well: _____
Public Sewer: _____ Provider: **NONE PROPOSED** 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: 07/31/23 Fee Paid: \$ 650.00

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

Office Use Only:

Existing Zoning A2/R1 Surrounding Zoning: North R1 South A2
East R1, B1 West A1

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

Commission District: 6-Kirklyn Dixon Watershed: Hard Labor Creek W-P2 TMP ✓

I hereby withdraw the above application _____ Date _____

**AUTHORIZATION
BY PROPERTY OWNER**

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

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

Name of Applicant: **RED ROCK DESIGN C/O DAVID ELDER**

Address: **P.O. BOX 50 STATHAM, GA 30666**

Telephone: **678.227.4545**

Location of Property: **PANNELL ROAD AT POPLAR STREET
MONROE, GA 30655**

Map/Parcel Number: **C1670009**

Current Zoning: **A2 R1 WP2** Requested Zoning: **B2**

[Signature]
Property Owner Signature

Property Owner Signature

Print Name: **MR. DENNIS McMILLAN**
465 PLEASANT VALLEY RD.

Print Name: _____
Address: _____

Address: **MONROE, GA 30655**
Phone #: **770.480.4420**

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.

[Signature] **7/31/2023**
Notary Public Date



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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

The adjacent land uses are: A1 WP2 TO THE NORTH, A2 R1 WP2 TO THE EAST, R1 WP2 AND B1 WP2 TO THE SOUTH, AND A2 WP2 TO THE SOUTH AND WEST.

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

The current zoning of the property does not allow for its highest and best use. The property is located in an area of growth and expansion, but it is limited by its zoning.

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 land is less valuable as agricultural and residential land than as commercial land because its use is limited. The proximity to a growth corridor increases its value in concert with the proposed zoning.

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

The rezoning of this property will increase the burden on existing facilities, but the development will also add economic viability to the area to offset the increased use.

5. The suitability of the subject property for the zoned purposes; and
The proposed zoning of the land allows for an outdoor storage facility with conditional use, permitting development as proposed. The land is well suited for the proposed development given the gentle topography, and location.

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property
The land has been vacant as zoned dating back to the 1955 as verified by aerial photos, and likely longer. The surrounding tracts began to develop as early as the 1980s.

David Elder
 Red Rock Design
 P.O. Box 50
 Statham, GA 30666

July 31, 2023

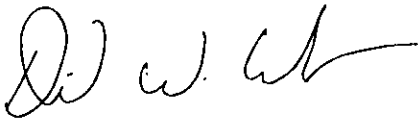
Charma Parker
 Walton County Planning Department
 126 Court St. Annex I
 Monroe, GA 30655

To Whom It May Concern:

Mr. Dennis McMillan would like to request a Rezoning for an 18.25 acre tract he owns in Walton County. The tract is Tax Parcel C1670009. The subject property is located on the northern side of Pannell Rd. near the intersection with Poplar St. in Walton County, GA. Mr. McMillan intends to develop an outside storage facility for Boats and RVs on this tract of land. This parcel is not part of a recorded subdivision and is currently Zoned A2 R1 WP2. Our firm has been working with Mr. McMillan to develop the conceptual layout which is included with this request. The proposed development will feature graveled drive aisles and parking areas. Per the Walton County code, the project will be buffered from the surrounding residential land uses, largely by existing vegetation. The vegetation will be augmented with additional plantings or fences as necessary. The large size of the land allows for the project to have multiple phases, with demand ultimately dictating construction. The project is not proposed to be served by public water at this time, as no office is proposed initially. No on-site septic systems is proposed for this property.

Based on their intended use, Red Rock Design is making application and a formal request for a Rezone from A2 R1 WP2 to B2 on the aforementioned parcel. If approved, this will permit commercial development of this parcel as an outdoor storage facility. We are making this request on behalf of Mr. Dennis McMillan.

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



Land Planner
 678.227.4545





This petition has collected
23 signatures
using the online tools at www.ipetitions.com

Printed on 2023-09-07

15 online
21 Hand Copy

36 TOTAL

Pannell-Poplar - NO to Rezone

About this petition

RE: Rezone Case Z23070022 - Petition to deny request to change current zoning from A2/R1 to B2 (Conditional Use-RV and Boat Storage). Property located on corner of Old Madison-Monroe Highway and Poplar Street, Monroe, GA behind Bible Baptist Church

The Single-Family Residential/Agriculture (R1/A2) zoning matters to this community. We moved here for the limited commercial, agricultural and residential nature of this immediate area. We request this property remain as originally zoned.

RV and Boat storage does not serve our immediate community (jobs, etc.), brings potential for increased property crime, will add to light pollution from the needed security lighting and will make the property a potential eyesore from individuals outside our immediate community storing RV's and Boats they don't want to look at on their own property.

This will potentially decrease our property values and reduce the enjoyment of our homes that we bought with the expectation that the immediate surrounding properties would be utilized as zoned. We have no opposition to the property being used as zoned with the construction of nice single-family homes.

We respectfully request the Walton County, GA Planning Commission and Board of Commissioners decline this rezone request.

Names and contact information will ONLY be used for this petition and will not be shared with any other entities or persons other than the Planning Commission and BOC. Please only sign this electronic petition if you have NOT already signed the written petition. THANKS!

Please plan on attending the September 7, 2023 Planning Commission meeting at 6pm to help support this opposition. Attendance matters to get the commission's attention!

111 S. Broad Street/Monroe, GA (Historic Courthouse Building)

Signatures

1. Name: Brad Jordan on 2023-08-18 14:54:39
 Comments:
 Address: 1401 Poplar Oaks Trail
 Monroe, GA
 Zip Code: 30655
 Phone::

2. Name: Susan Jordan on 2023-08-18 15:05:12
 Comments: We want peace and quiet/rural. Big part of why we moved out here.
 Address: 1401 Poplar Oaks Trl
 Monroe, GA
 Zip Code: 30655
 Phone:: 4045094173

3. Name: John Hausenfluck on 2023-08-18 15:44:15
 Comments: Don't destroy the ambience of our neighborhood!
 Address: 1605 Glen Cove Ct
 Monroe, Ga
 Zip Code: 30655
 Phone::

X Hand
SIG



4. Name: Mark Waters on 2023-08-21 11:14:16
 Comments:
 Address: 1400 Poplar Oaks Trl
 Monroe, GA
 Zip Code: 30655
 Phone:: 7705006056

5. Name: Mabel Kiser on 2023-08-24 22:17:11
 Comments:
 Address: 803 Stone Creek Dr
 Monroe GA
 Zip Code: 30655
 Phone::

6. Name: Mark T Lewis on 2023-08-25 19:40:08
 Comments: Don't need this right behind a church.
 Address: 1417 Poplar Oaks Trl
 Zip Code: 30655
 Phone:: 16787587484

7. Name: Kim Banks on 2023-08-25 21:13:15
 Comments:
 Address: 1417 Poplar Oaks Trail

Monroe, GA
 Zip Code: 30655
 Phone:: 678-618-6712

-
8. Name: Angel Shinn on 2023-08-26 15:29:39
 Comments:
 Address: 1621 Glen Cove Ct
 Monroe, GA
 Zip Code: 30655
 Phone::
-
9. Name: Grace Austin on 2023-08-27 00:35:48
 Comments:
 Address: 640 Poplar Street
 Zip Code: 30655
 Phone:: 6788738517
-
10. Name: Christine Halbfoerster on 2023-08-27 18:50:44
 Comments: Please stop the rezoning
 Address: 2131 Whitley Way
 Zip Code: 30655
 Phone:: 9206323720
-
11. Name: Joseph Halbfoerster on 2023-08-27 18:52:18 
 Comments:
 Address: 2131 Whitley Way
 Zip Code: 30655
 Phone::
-
12. Name: Adam Heffernan on 2023-08-28 19:58:21
 Comments:
 Address: 1425 Poplar Oaks Trail
 Zip Code: 30655
 Phone:: 4049338416
-
13. Name: Angela Heffernan on 2023-08-28 23:26:55 
 Comments:
 Address: 1425 Poplar Oaks Trail
 Monroe
 Zip Code: 30655
 Phone:: 4049338370
-
14. Name: Joe Tanner on 2023-08-30 20:45:52
 Comments: This is a residential community and this rezoning is not appropriate for a residential community. As a new homeowner I strongly object to this proposal.
 Address: 1030 Poplar Street

Zip Code: 30655
Phone:: (404)358-6735

-
15. Name: Billy Knight on 2023-08-31 20:26:19
Comments: THis is not commerciall property!
Address: 1433 Poplar Oaks Trail
Zip Code: 30655
Phone:: 7065403975
-
16. Name: Wendy Weaver on 2023-09-03 23:42:15
Comments:
Address: 2119 Whitley Way
Zip Code: 30655
Phone::
-
17. Name: Victoria Bower on 2023-09-04 00:44:47
Comments:
Address: 2137 Whitley Way
Monroe, Ga
Zip Code: 30655
Phone:: 423-316-5893
-
18. Name: Mike Bower on 2023-09-04 00:56:25
Comments: If the property owner wants to profit from this land, in keeping with the nature of the community, he could either develop 1 1/2 to 2 acre custom homes or sell it to a developer who would. If this property is rezoned to commercial status for RV and boats, it will eventually bring in 18 wheelers causing heavy, dangerous, & congested traffic in this agricultural/residential area, including resulting in decreased home & property values. We built in this community to get away from a business district. There is plenty of commercial property available near the Walmart Distribution Center and other businesses on Hwy 78.
Address: 2137 Whitley Way
Monroe, GA
Zip Code: 30655
Phone::
-
19. Name: Harrison Shinn on 2023-09-04 22:21:05
Comments:
Address: 1621 Glen Cove Ct
Monroe, GA
Zip Code: 30655
Phone::
-
20. Name: Keith on 2023-09-05 00:13:15
Comments: No
Address: 2131 Whitley
Zip Code: 30655

> |

Dupe of #8

Dupe of #11

Phone::

21. Name: Lisa dubock on 2023-09-05 22:16:38
Comments:
Address: 1608 glen cove court
Monroe
Zip Code: 30655
Phone::

22. Name: Paul dubock on 2023-09-05 22:19:58
Comments:
Address: 1608 glen cove court
Zip Code: 30655
Phone::

23. Name: Dennis Nix on 2023-09-06 13:46:46
Comments: We are not in favor of the rezoning request. The current zoning of agriculture/residential fits the community and our adjacent residential subdivision. The owner and developer of the property are the only ones that will benefit. We moved to the area due to the rural/residential nature of the area. If we had wanted to live in a commercial neighborhood, we would have chosen that type of area to move to.
Address: 2313 Whitley Court
Monroe, GA
Zip Code: 30655
Phone::



Case Z23070022

September 19, 2023

I spoke with Dennis McMillan earlier today and it is his desire to withdraw the rezoning application that we had put before the Planning Commission earlier this month. Due to the opposition we received at the meeting, and the Planning Commission's recommendation of denial of the request, we feel that it is best to pursue a different use of this property.

Again, this is a formal request to withdraw our rezoning action Z23070022.

Is there anything beyond this formal request that we need to do?

Thank you,
David Elder
678.227.4545

September 12, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, September 12, 2023 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, Planning Director Charna Parker, Finance Director Milton Cronheim, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Approval with conditions LU23060022 and Z23060021 - Land Use Change from Village Center to Highway Corridor and Rezone 2.79 acres from B2 to B3 for major auto repair and Variance to allow facility to be adjacent to a residential district - Applicant: Mitchell Construction Inc. Owner: Robert & Katherine Von Itter - Property located at 3837 Malachi Way & Hwy. 81 & Youth Jersey Rd. - Map/Parcel N051D002 - District 3

Chairman Thompson opened the public hearing on the matter. Attorney Andrea Gray spoke in favor on behalf of Mitchell Construction. She stated that the site plan had changed because they were unable to get approval from DOT for an entrance from Hwy. 81. The entrance has been relocated on the site plan to Youth Jersey Road and the applicant is willing to abide by all other conditions from the Planning Commission. The Planning Commission conditions were as follows: 1) provide a 50 ft. heavily wooded buffer, a 6 ft. wooden privacy fence and another 50 ft. of grassed area between the fence and paved areas along with a 200 ft. buffer along Malachi Way, 2) the entrance to be off Hwy. 81, 3) all automotive repair work to be conducted inside of the building, 4) all cars being repaired to be inside the building when the business is closed, 5) electric tools to be used instead of air tools to the greatest extent possible and 6) hours of operation to be limited to 8 a.m. to 5 p.m., Monday through Friday. John Sauers spoke in opposition with concerns of the entrance being next to their subdivision and that the property could be subdivided once the zoning was changed. Chairman Thompson closed the public hearing.

Motion: Commissioner Shelnett made a motion to approve as stipulated by the Planning

Commission but to allow the entrance off of Youth Jersey Road. Commissioner Warren seconded the motion. After some discussion with the County Attorney, Commissioner Shelnuttt amended his motion to include that the rezone be for this use only and that the property may not be subdivided. Commissioner Warren seconded the amended motion. Commissioners Shelnuttt, Warren, Bradford, Adams and Dixon voted in favor with Commissioner Banks opposing the motion. Chairman Thompson abstained. The motion carried.

Approval of LU23060026 and Z23060025 - Land Use Change from Village Center to Highway Corridor and Rezone 0.23 of each driveway on Parcels C0080008 & 9 to B2 to allow access to Parcel C0080008A00 - Applicant: Kingdom Storage GA, LLC - Owner: Linda Linkous - Property located at 5348 & 5358 Hwy. 20 - Map/Parcel C0080008 & 9 - District 2

Chairman Thompson opened the public hearing on the matter. Brian Linkous spoke in favor of the land use change and rezone. There was no one to speak in opposition. Chairman Thompson closed the public hearing.

Motion: *Commissioner Banks made a motion seconded by Commissioner Shelnuttt to approve the land use change and the rezone. All voted in favor.*

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of August 1, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Declaration of Surplus
- 4. Proposed 2024 Holiday Schedule
- 5. Acceptance of Grant - ACCG Health Promotion & Wellbeing
- 6. Keep Walton Beautiful - Application for GEPD Funding - Scrap Tire Amnesty

Motion: *Commissioner Adams made a motion to approve the Administrative Consent Agenda. Commissioner Dixon seconded the motion; voted and carried unanimously.*

RESOLUTIONS

Resolution - Project Length Budget and FY24 Budget Amendment - Resurfacing Projects - SPLOST

Motion: *Commissioner Dixon made a motion, seconded by Commissioner Adams to adopt the Project Length Budget and FY24 Budget Amendment for Resurfacing/SPLOST. All voted in favor.*

Resolution - FY24 Budget Amendments

Motion: *Commissioner Adams made a motion, seconded by Commissioner Warren, to adopt the FY24 Budget Amendments. All voted in favor.*

ACCEPTANCE OF BIDS/PROPOSALS

Rejection of Bid - Center Hill Church Rd Line Replacement (over budget)

Chairman Thompson recommended that the Board reject the bid due to it being over budget and only receiving one bid.

***Motion:** Chairman Thompson made a motion to reject the bid and rebid once we are able to qualify more bidders in January. Commissioner Adams seconded the motion and all voted in favor.*

HUMAN RESOURCES

Reinstatement of Vacation Buy-back

***Motion:** Chairman Thompson made a motion, seconded by Commissioner Adams to reinstate the vacation buy-back program. All voted in favor.*

APPOINTMENTS

Appointments - Walton County Hospital Authority

Motion: Chairman Thompson made a motion to re-appoint Angela Yarman and Alan Duval and to appoint Dr. Richard Jacob as a replacement to Dr. Stephen Baynham who no longer resides in Walton County. They will serve 5-year terms expiring on 9/30/28. Commissioner Dixon seconded the motion; voted and carried unanimously.

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board. In addition, he recognized Jennifer Wall for being promoted to Assistant Finance Director and Walton County Public Works for winning the Project of the Year Award at the American Public Works Conference.

EMS Ambulance Surplus - Donation Agreement - F.I.S.H

County Manager John Ward recommended approval of the EMS Ambulance Surplus and Donation Agreement with F.I.S.H.

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

Subdivisions Needing Final Asphalt Topping

County Manager John Ward presented a list of subdivisions and streets that were in need of having a final topping of asphalt and recommended approval to add the final topping. The estimated cost is \$933,786.00.

***Motion:** Chairman Thompson made a motion, seconded by Commissioner Adams to approve the recommendation. All voted in favor.*

ANNOUNCEMENTS

Chairman Thompson announced that he had requested Public Works to move the deep patching of Camp Lane Road to the top of the schedule.

ADJOURNMENT

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Bradford, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:15 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
Budget Year FY 23 & FY 24				
	100	Premium for October 2023 - <i>For the Record</i>	One America	\$35,266.62
	100	Premium for October 2023 - <i>For the Record</i>	Anthem Blue Cross	\$8,727.72
Law				
	1530 100	General Legal Fees-August 2023- <i>For the Record</i>	Atkinson Ferguson	\$25,044.09
Data Processing/MIS				
	1535 100	Finance Plus 5.2 Cloud FY24- <i>For the Record</i>	Central Square Technologies, LLC	\$46,244.53
	1535 100	Core Network Switch	SHI International Corp	\$92,672.08
	1535 100	Flex Spillman Software, Cad Service, Flex Touch	Motorola Solutions, Inc	\$36,415.68
Jail				
	3325 100	Medical For Inmates - November 2023	Correct Health	\$179,741.16
	3325 100	Clean and Maintenance on HVAC	HVH Mechanical Partners	\$25,372.31
	3325 100	Housed Out Inmates-August 2023	Barrow County BOC	\$42,405.00
	3325 100	Inmate Meals-August 2023	Kimble's Food By Design,INC.	\$76,137.99
Public Works				
	100	36in, 48in, 60in Plastic Storm Pipe	Advanced Drainage Systems, Inc	\$74,628.00
Water				
	4446 507	Water and Testing -August 2023 - <i>For the Record</i>	Cornish Creek Water Fund	\$247,738.00
SPLOST 2013				
	3325.13 322	Design & Construction- <i>For the Record</i>	Comprehensive Program Services	\$40,000.00
SPLOST 2019				
	4220.19 323	Pavement Preservation Sealant	Wildcat Striping and Sealing	\$47,103.00
	4220.19 323	Asphalt-Stewart Lake Rd	E.R. Snell Contractor, Inc	\$83,554.50
	4220.19 323	Asphalt-Beagle Run	E.R. Snell Contractor, Inc	\$46,587.00
American Rescue Fund				
	4446.21 257	Engineering Services- <i>For the Record</i>	Precision Planning Inc.	\$2,610.53
	4446.21 257	North Loop- <i>For the Record</i>	Mid-South Builders, Inc	\$119,060.13
	4446.21 257	North Loop- <i>For the Record</i>	Mid-South Builders, Inc	\$357,180.00

Department	Fund	Description	Payee	Amount	
Public Safety Complex					
	3325.22	315	Permit Fee-For the Record	City of Monroe Combined Utilities	\$102,565.00
	3325.22	315	Engineering, Materials, & Mfg Labor- For the Record	McCarthy Barnsley, A Joint Venture	\$1,282,866.14
	3325.22	315	Engineering Services-For the Record	Precision Planning Inc.	\$30,504.29
HLC Water Treatment Facility					
	504		Professional Services - For the Record	Archer Western Construction	\$263,220.00
	504		Professional Engineering Services - For the Record	Jacobs Engineering	\$163,612.50
	504		Professional Engineering Services - For the Record	Jacobs Engineering	\$3,002.98
	504		Professional Services-August 2023-For the Record	Precision Planning, Inc	\$18,804.46
Hard Labor Creek					
	508		Monthly Legal Fees-August 2023-For the Record	Atkinson Ferguson	\$1,225.00
	508		Engineering Services-For the Record	Precision Planning, Inc	\$888.12
					<u>\$3,453,176.83</u>

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **October 3rd, 2023**

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

If so, When?

TOPIC: **Surplus**

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

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

MASTER SAAS AGREEMENT

THIS AGREEMENT is entered into as of [REDACTED], ("Effective Date"), by and between Nitorco, Inc., a Georgia corporation with its principal office located at 95 Midway Church Road, Carrollton GA, 30116 Telephone: (678) 951-8300, Facsimile: (678) 951-8303 ("Nitorco"), and the Walton County Tax Commissioner ("Customer").

WHEREAS, Nitorco has the right to grant rights to access and use the Services (defined below); and

WHEREAS, Customer desires to access and use the Services, all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "Services" means the hosted, SaaS services generated by Nitorco's proprietary Assurance software and related Nitorco Technology (defined below) as more particularly described in the SaaS Services Description and Subscription Fee Statement attached as Exhibit A, including (i) technical support services generally provided to all customers, and (ii) any updates or upgrades to such Services which may be generally released by Nitorco to all customers from time to time.

1.2 "Professional Services" means technical services to be provided by Nitorco regarding the implementation and customization of the of the Nitorco Technology for Customer, such professional services to be provided pursuant to Work Orders.

1.3 "Nitorco Technology" means the software and intangible computer code necessary to deploy and serve the Services via the Site.

1.4 "Site" means the Internet Data Center (defined below) designated by Nitorco for hosting the Assurance Software for purposes of generating and providing the Services.

1.5 "Internet Data Centers." Any of the facilities used by Nitorco to provide the Services. These facilities house the Nitorco Technology used for the provision of Services.

1.6 "Customer Data." Customer's information or other data processed, stored or transmitted by, in or through the Services.

1.7 "Work Order." A document indicating that it is an "Work Order" for Professional Services which incorporates the terms of this Agreement in written form if mutually agreed upon and duly executed by the parties. In order to be binding, a Work Order must comply with the above requirements. Work Order No. 1 is attached as Exhibit B.

1.8 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under

law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.9 "Affiliate." With respect to Nitorco, any parent or subsidiary corporation, and any corporation, limited liability company or other business entity controlling, controlled by or under common control with Nitorco, which agrees in writing to be bound by all the obligations of Nitorco.

2. Provision of Services. Subject to the terms and conditions hereof, during the term hereof, Nitorco hereby grants to Customer (i) only to the extent of Customer's employees, subcontractors, and other Customer personnel who require access for the performance of their Customer responsibilities, and (ii) solely for Customer's internal business purposes, a non-exclusive non-transferable, worldwide right and license to access the Site and use the Services. All rights not expressly granted to Customer herein are expressly reserved by Nitorco.

3. Use Restrictions. Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Nitorco Technology; or (iv) to access, alter, or destroy any information of any customer of Nitorco by any fraudulent means or device, or attempt to do so.

4. Security.

4.1 Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet.

4.2 As part of the Services, Nitorco shall implement generally recognized industry standard procedures to protect Customer Data from unauthorized access.

5. Installation of Services. Nitorco shall implement the Services in accordance with Work Order No. 1 attached as Exhibit B.

6. Outsourcing Internet Data Center Operations. Nitorco may outsource its Internet Data Center operations to subcontractors; provided, however, that Nitorco shall be responsible for the performance of such subcontractors, and Nitorco shall be liable for any action or inaction by such subcontractors as if performed by Nitorco.

7. Monitoring of Customer's Use. Nitorco reserves the right, but not the obligation, to internally monitor Customer's usage of the Site and Services.

8. No Commingling of Customer Data. The Services shall be operated in an environment where (i) all Customer Data shall be stored on files totally separate from those of other customers of Nitorco, or (ii) all files containing Customer Data are partitioned sufficient to protect the security and privacy of Customer Data.

9. **Subscription Fees.** Customer shall pay to Nitorco subscription fees for the Services provided hereunder in accordance with the SaaS Services Description and Subscription Fee Statement attached as Exhibit A.

10. **Purchase of Professional Services.**

10.1 Customer may elect to purchase Professional Services including without limitation technical, consultation, or training services by entering into Work Order(s). Such additional purchases shall be governed by the terms of this Agreement and the applicable Work Order.

10.2 In the event of a conflict or inconsistency between the terms and conditions of this Agreement and any Work Order, the terms and conditions of this Agreement shall control and supersede those of the Work Order.

10.3 **Professional Services Warranty.** Nitorco will perform all Professional Services in a professional and workmanlike manner in accordance with generally recognized industry standards and practices for similar services with personnel that possess the requisite skill, experience, and qualifications, and shall devote adequate resources to meet its obligations under this Agreement.

11. **Taxes.** All fees are exclusive of taxes or duties. If Nitorco is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Nitorco's net income, then such taxes and/or duties shall be billed to and paid by Customer immediately upon receipt of Nitorco's invoice and supporting documentation for the taxes or duties charged.

12. **Proprietary Rights Ownership.** Ownership of the Proprietary Rights embodied in the Site, Services, and Nitorco Technology shall remain exclusively vested in and be the sole and exclusive property of Nitorco and its licensors. In addition, Customer hereby transfers and assigns to Nitorco any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer personnel relating to the Services. The nitorco.com domain name, product names and logos associated with the Services are trademarks of Nitorco or third parties, and no right or license is granted to use them, except as may be authorized under a separate agreement. Notwithstanding anything contained herein, Nitorco acknowledges that, as between the parties, Customer owns all right, title and interest, including all intellectual property rights, in and to the Customer Data and is the property of the Walton County Government. During the Term hereof, Customer hereby grants to Nitorco, a limited, non-exclusive, royalty-free, license to reproduce, distribute, use, and display the Customer Data to the extent necessary for Nitorco to provide the Services to Customer.

13. **Mutual Exchange of Confidential Information.** The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

13.1 **Definition of Confidential Information.** For purposes hereof, "Confidential Information" means, (i) non-public aspects of Nitorco's Site and the operation thereof, Nitorco Technology, including the Services provided by Nitorco, and non-public aspects of Nitorco's business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information

which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.

13.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

13.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

14. Nitorco Representations and Warranties. Nitorco represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between Nitorco and any third parties.

15. Limited Warranty. Nitorco represents and warrants that the Services will: (i) conform to all material operational features as described in documentation provided by Nitorco, (ii) be free of errors and defects that materially affect the performance of such features, and (iii) be at the time of Go Live, free of viruses, malicious code, trojan horse, backdoor, or any other software or hardware devices the effect of which is to permit unauthorized access to any of Customer's systems or the Services ("Limited Warranty"), provided that Customer notifies Nitorco of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at Nitorco's expense; provided however, if the Services Warranty is breached more than three times in any twelvemonth period, Customer may terminate this Agreement with immediate effect and without any continuing obligation to Nitorco.

16. Service Level Agreement. The service level agreement set forth in Exhibit C ("Service Level Agreement") states Customer's sole and exclusive remedy for any performance failure of the Services in terms of levels of service.

17. Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE AND THOSE PROVIDED IN THE CUSTOMER'S STANDARD ADDENDUM attached hereto, NEITHER NITORCO NOR ANY OF

ITS SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND NITORCO SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. NITORCO DOES NOT WARRANT THAT THE SERVICE OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICE OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE.

18. **Disclaimer of Actions of Third Parties.** Nitorco does not and cannot control the flow of data to or from Nitorco's Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although Nitorco will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Nitorco cannot guarantee that such events will not occur. NITORCO DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT NITORCO'S SUBCONTRACTORS.

19. **Intellectual Property Indemnity.** Nitorco will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the Nitorco Technology or Services infringe on any Proprietary Right of a third party; provided, however, that Nitorco is notified in writing of such claim promptly after such claim is made upon Customer. Nitorco shall have the right to control any defense of the claim but the Customer may meaningfully participate in such defense at Customer's expense. In no event shall Customer settle any such claim without Nitorco's prior written approval. Nitorco shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Nitorco Technology or Services other than by Nitorco, (ii) any combination of the Nitorco Technology or Services by Customer with other programs or data not furnished by Nitorco, or (iii) any use by Customer of the Nitorco Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Nitorco Technology or Services are intended.

20. **Options for Infringement Claims.** If any party is enjoined from using the Nitorco Technology, or if Nitorco believes that the Nitorco Technology may become the subject of a claim of intellectual property infringement, Nitorco, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the Nitorco Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided herein and the applicable Work Order; or (iii) terminate this Agreement, in which case Nitorco shall refund to Customer any and all subscription fees paid in advance by Customer for those Services not provided by Nitorco and provide, at Customer's request and free of charge, the Customer Data in the current SQL server backup format. This Section and the preceding Section sets forth the entire liability of Nitorco to Customer for any infringement by the Nitorco Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this Section does not apply to third party software including without limitation open-source software.

21. **Exclusion for Incidental and Consequential Damages.**

21.1 Incidental and Consequential Damages Exclusion. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.2 Data Entry Errors. Nitorco shall not be held responsible for data entry errors caused by Customer personnel.

22. Term of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of 3 years. The initial term hereof shall automatically renew for successive one (1) year terms, unless either party terminates this Agreement with written notice to the non-terminating party at least 90 days prior to the expiration of the then-current term. Notwithstanding the foregoing, customer shall have the right to terminate the Agreement at the end of any contract year with at least 90 days written notice.

23. Return of Materials. Within 30 days of the expiration or termination of this Agreement, Customer shall return to Nitorco any and all materials provided by Nitorco, and Nitorco shall return Customer Data in a standard data format.

24. Transition Services Upon Expiration or Termination of this Agreement. Incident to the expiration or termination of this Agreement, Nitorco shall provide to Customer its Customer Data in the current SQL server format readily available to Nitorco at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to Nitorco a reasonable fee for technical services as determined by Nitorco.

25. Governing Law. This Agreement is entered into in the State of Georgia, which is the place of performance and where payment becomes due. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Georgia (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods.

26. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof, in the Addendum attached hereto, or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

27. Assignment. Neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the non-

assigning party's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

28. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Nitorco hereunder.

29. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any electronic signature or any transmission of any signature of a party shall be deemed an original and shall bind such party.

30. Miscellaneous. This Agreement shall be construed under the laws of the State of Georgia, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

IN WITNESS WHEREOF, the parties duly execute below under seal.

Customer: _____

Nitorco, Inc.

By _____
(Signature)

By _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SAAS SERVICES DESCRIPTION AND SUBSCRIPTION FEE STATEMENT

DESCRIPTION: THE ASSURANCE SOFTWARE SUITE

SAAS SERVICES FOR HOSTED ASSURANCE SOFTWARE SUITE

1. Nitorco shall provide the Services which shall be accessible through the Site and by Customer via an executable interface provided by Nitorco.
2. Customer shall be solely responsible at its expense to provide: (i) Customer's connection to the Internet and necessary WiFi service, and (ii) commercially available Web browsers (in accordance with specifications to be provided by Nitorco).
3. Nitorco shall back up Customer Data each business day with Microsoft's, Amazon Web Services', or Google's back-up platform.

TECHNICAL SUPPORT SERVICES INCLUDED IN SAAS SERVICES

1. Definitions.
 - 1.1 "Error" means a programming error, logic error, or defect within the Services which causes it to operate incorrectly or otherwise not in conformity with the associated documentation and that is reproducible by Nitorco.
 - 1.2 "Priority A Error" means an Error which renders the Services inoperative or causes the Services to substantially fail.
 - 1.3 "Priority B Error" means an Error which substantially degrades the performance of the Services or materially restricts use of the Services.
 - 1.4 "Priority C Error" means an Error which causes only a minor impact on the use of the Services.
 - 1.5 "Workaround" means a change in the procedures followed or data supplied by a Completed Software user to avoid an Error without substantially impairing use of the Services.
2. Error Correction. Nitorco shall provide to Customer error correction services as described below, provided that Customer provides written documentation of the Error sufficient for Nitorco to reproduce same with Nitorco's master copy of the Services.
 - 2.1 Priority A Errors. Within twenty-four (24) hours of receipt of notice from Customer during Nitorco's normal business hours of any Priority A Error, Nitorco shall assign appropriate personnel to diagnose and begin correcting the Error. Nitorco shall undertake efforts to provide Customer with a temporary solution, and shall provide Customer with a Workaround or fix within fifteen (15) business days of receipt of such notice.

2.2 Priority B Errors. Within two (2) business days of receipt of notice from Customer of a Priority B Error, Nitorco shall assign appropriate personnel to correct the Error; provide Customer with periodic reports on the status of the corrections; and initiate work to provide Customer with a Workaround or fix. Nitorco shall undertake efforts to provide Customer with a temporary solution. Nitorco shall use commercially reasonable efforts to include the fix for the Error in the next regular maintenance release for the Services.

2.3 Priority C Errors. Nitorco shall use commercially reasonable efforts to include the fix for the Error in the next major release of the Services.

3. Technical Contacts. Customer shall designate one of its employees as its principal contact for communicating with Nitorco regarding technical support issues hereunder. Customer may change its technical contact from time to time by written notice to Nitorco.

SUBSCRIPTION FEES PAYABLE FOR SAAS SERVICES

Commencing with Go-Live for the Services in accordance with Work Order No. 1 attached as Exhibit B, Customer shall pay to Nitorco a subscription fee in the amount of \$1,900 payable monthly in advance upon receipt of invoice typically sent on or about the 5th day of each calendar month during the term of this Agreement. Customer shall also pay Nitorco a Cloud Hosting fee of \$5,700 payable annually during the term of this Agreement.

EXHIBIT B
WORK ORDER NO. 1
For Professional Services: Software Installation and Implementation for Hosting

This Work Order No. 1 shall be governed by the terms and conditions of a certain Master SaaS Agreement by and between the parties dated [REDACTED], 2023.

Capitalized terms used in this Work Order and not otherwise defined shall have the same meaning as set forth in the body of the Master SaaS Agreement.

1. Description of Work.
 - 1.1 Assurance – installation and implementation of the Software on Customer’s premises.
 - 1.2 Training. Nitorco will provide 6 days of on-site employee software training at no additional costs. If additional training days are requested by County, County will incur a charge of the current training rate at the time of request.

2. Installation Fee And Payment Terms. The one-time Installation Fee payable to Nitorco for Professional Services pursuant to this Work Order No. 1 shall be a fixed fee in the total amount of \$45,000 to be paid per the payment schedule below.

3. Best Efforts. Nitorco shall undertake its best efforts to complete the services for this Work Order timely in accordance with (i) the completion Due Date specified in the payment schedule below.

4. Cooperation. Customer acknowledges (i) that certain Services and/or deliverables necessary for the Services to be provided by Nitorco may be dependent on Customer providing certain data, information, or assistance (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of Services and/or the timely delivery of deliverables by Nitorco. The parties agree that any delay or failure by Nitorco to provide Services hereunder which is caused by Customer's failure to provide timely Cooperation reasonably requested by Nitorco shall not be deemed to be a breach of Nitorco's performance obligations under this Work Order No. 1.

Payment Schedule

MILESTONE	DUE DATE	PAYMENT OBLIGATION
Assurance Software is installed in its hosted environment and Customer is given access to the Services	Completion of installation and access projected for February 1, 2024	\$45,000 Payable as follows: <ul style="list-style-type: none"> • 50% upon Installation of the Software and Customer is given access to the Software • The remaining 50% upon Go-Live (meaning actual use in a production environment)
Go-Live of the Services	Projected March 1, 2024	The remaining 50% upon Go-Live

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Customer: _____

Nitorco, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. **Service Level Commitment.** In the event that Customer experiences service performance issues as a result of Nitorco's failure to provide Services under this Agreement, Nitorco will, upon Customer's request in accordance with Section 4 (below), credit Customer's account as described below (the "Service Level Commitment").

2. **Definitions.** For purposes of this Agreement, the following definitions shall apply.
 - 2.1 "Downtime" shall mean network unavailability within Nitorco's network for forty-five (45) consecutive minutes resulting in the failure of Nitorco to provide Services for such period. Downtime shall not include any network/Services unavailability during Nitorco's scheduled maintenance of Nitorco's Internet data center(s), network, and/or Services.

 - 2.2 "Service Credit" shall mean an amount equal to the pro-rata recurring subscription fees for one (1) day of the Services.

3. **Downtime Periods.** In the event Customer experiences Downtime, Customer shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Customer be entitled to more than two (2) Service Credits for any given calendar day.

4. **Customer Must Request Service Credit.** Upon receipt of a written request from Customer for a prior calendar month requesting information regarding a specific instance of Downtime, Nitorco will provide Customer with a related incident report from which Customer may determine the nature of any Downtime. In order to receive a Service Credit in connection with a particular instance of Downtime, Customer must notify Nitorco within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit for the applicable instance of Downtime.

5. **Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by Nitorco to Customer for any and all Downtime that occurs in a single calendar month shall not exceed thirty (30) Service Credits. Any Service Credits owed shall be issued in the form of a refund check for the dollar value of the Service Credit which will be mailed to Customer at the end of each contract year.

6. **Termination Option for Chronic Problems.** Customer may terminate this Agreement and without liability or penalty to Nitorco by notifying Nitorco within ten (10) days following the occurrence of either of the following: (i) Customer experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Customer experiences more than eight (8) consecutive business hours of Downtime due to any single instance. Such termination will be effective ten (10) days after receipt of such notice by Nitorco.



September 22, 2023
Contract Amendment

Via Electronic Mail (morris.jordan@co.walton.ga.us)

Walton County Water Department
2171 Hwy 81
Loganville, GA 30052

Attn.: Morris Jordan
Director of Walton County Water

Re: City of Monroe, County of Walton, State of Georgia
Professional GIS Services
Water Utility GPS Locating – Additional Assets
Our File No.: Proposal SCE-P12939.011 Contract Amendment# 1

Dear Mr. Jordan:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following Contract Amendment to Walton County Water Department to continue our approved data collection of the Water Departments' assets.

Scope of Services

Phase 100 - Field Data Collection

- *Increase of project asset counts*

During our meeting held in Walton County on September 19, 2023, it was estimated that the County had a total of 20,196 water assets. To date SCE has surpassed the total amount of estimated assets by 4,248 to a total of 24,444 current assets.

SCE and Walton County estimate that there are approximately 2,664 additional assets to locate within the County limits and service territory, for a total asset count of 26,836.



Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will remain in accordance with our current contract.

Original Authorization

Phase	Number of Assets	Cost per Asset	Fee
100	20,196	\$12.75	\$257,499
200			\$11,550
EXP			\$5,000
Total			\$274,049

Contract Amendment #1

Phase	Number of Assets	Cost per Asset	Fee
100	6,912*	\$12.75	\$88,128

*4,248 Assets collected to date

*2,664 Remaining Assets to be collected

New Total Authorization

Phase	Number of Assets	Cost per Asset	Fee
100	27,108	\$12.75	\$345,627
200			\$11,550
EXP			\$5,000
Total			\$362,177

* Final Estimated amount subject to modification based on total number of assets at \$12.75 per asset.

It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the County prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.

General Conditions of Services

All additional services will be provided in accordance with our prevailing contract and terms and conditions set forth in the Original Agreement and Original General Conditions of Service between SCE and the Client for this project.

If this contract amendment meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our



formal authorization to proceed. Please note that the fees stated in this contract amendment are valid for thirty (30) days from the date of this correspondence. Please note that all terms, conditions, billing schedule, and fee structures will remain in accordance with our current contract to date. If you have any questions regarding this contract amendment, please do not hesitate to contact our office.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: Reyna M. Burger
Reyna M. Burger, President

Accepted this _____ Day of _____ 20_____

By: _____

_____ (Printed Name & Title)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE PAVEMENT SEALANT PROJECT, AND TO AMEND THE FISCAL YEAR 2024 BUDGET

WHEREAS, on November 6, 2018, the Walton County, Georgia SPLOST 2019 (“SPLOST IV”) was approved by voter referendum; and

WHEREAS, 911 radio communication project, transportation projects, parks and recreation projects, construction of new fire station and fire station improvements, building projects, water and sewer system improvements, and vehicle and major equipment acquisition are designated SPLOST IV projects; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2024 on June 6, 2023; and

WHEREAS, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2024.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budget for the Pavement Sealant Project which is attached hereto as a schedule and incorporated herein by reference, is adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2024 be amended to incorporate fiscal year 2024 for the Pavement Sealant Project.

SO RESOLVED THIS 3rd DAY OF October 2023:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

WALTON COUNTY PUBLIC WORKS PAVEMENT SEALANT PROJECT BUDGET

DATE: 9/26/2023

PROJECT: SPLOST IV PAVEMENT PRESERVATION SEALANT PROJECT

SPLOST IV Resurfacing projects to include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping.

Description	Unit Measure	Totals
Providence Club	16 Roads	\$ 47,103

Total Project Cost: \$47,103

Modifications

Total Modification Cost:

Renovations

Total Renovations Costs:

Site Development/Improvements Costs

Description	Unit Meas.	Unit Cost	Totals
-------------	------------	-----------	--------

Total Site Dev. Costs:

Project Contingency

Total Project Contingency Costs:

TOTAL PROJECT BUDGET \$47,103

Budget Line Item

4220.19-52.3850 – Contract Labor



October 2, 2023

Ms. Rhonda Hawk, Purchasing Director
Walton County
111 South Broad Street
Monroe, GA 30655

**Re: Walton County Public Safety Complex Access Road Clearing and Grubbing Phase, RFB 2024-01
Recommendation of Award
Bid Date October 2, 2023**


Dear Ms. Hawk:

On Monday, October 2, 2023 the Walton County Board of Commissioners received one (1) bid for the Walton County Public Safety Complex Access Road Clearing and Grubbing Phase, RFB 2024-01 project. The project includes clearing and grubbing only, from Baker Street to SR 10/US 78 at Cherry Hill Rd. The work shall include, and is limited to, clearing and grubbing, and erosion control. Roadway construction will be bid under a separate procurement.

Precision Planning, Inc.'s preliminary cost projection for clearing and grubbing was \$318,000. A copy of the complete Bid Tabulation is attached for your review. The low bid was submitted by AKA Tree Service, LLC from Oakwood, GA 30566 in the amount of \$247,465.70. PPI conducted a review of contractor references and bid package which included all mandatory documents and a cashier's check in the amount of \$12,373.29.

Although only one bid was received, the apparent low bidder appears qualified and the bid amount is within the projected budget. **Therefore, the Board of Commissioners may consider award of a contract for the Walton County Public Safety Complex Access Road Clearing and Grubbing, RFB 2024-01 project to AKA Tree Service, LLC in the amount of \$247,465.70.**

Please feel free to call or email me with any questions regarding our review of the bids received.

Sincerely,

Jimmy Parker, P.E.
Executive Vice President

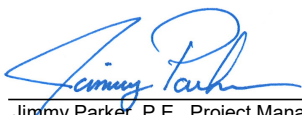
G:\DOCUMENT\03\03-170PSC Public Safety Complex Access Rd\Bid Phase\Recommendation Letter.doc

cc: Chairman Thompson, Walton County Board of Commissioners
File

Walton County Public Safety Complex Access Road Clearing and Grubbing Phase, RFB 2024-01 for Walton County Board of Commissioners

BID TABULATION				AKA Tree Service Oakwood, GA 30566 Nathaniel Wilson	
ITEM #	Description	Units	Est. # of Units	Unit Price Quote	Total for Item
1	Traffic Control	LS	1	\$7,500.00	\$7,500.00
2	Temporary Grassing	AC	9.21	\$1,500.00	\$13,815.00
3	Mulch	TN	145	\$50.00	\$7,250.00
4	Construct and Remove Construction Exits	EA	1	\$2,100.00	\$2,100.00
5	Construction Exit Tire Cleaning Station (Per Day)	EA	1	\$2,500.00	\$2,500.00
6	Construct and Remove Silt Control Gate, TP 3	EA	1	\$1,050.00	\$1,050.00
7	Construct and Remove Temporary Sediment Barrier or Baled Straw Check Dam	LF	286	\$10.00	\$2,860.00
8	Construct and Remove Rock Filter Dam	EA	1	\$1,200.00	\$1,200.00
9	Maintenance of Temporary Silt Fence, TP A	LF	7,931	\$0.05	\$396.55
10	Maintenance of Temporary Silt Fence, TP C	LF	3,363	\$0.05	\$168.15
11	Maintenance of Check Dams - All Types	LF	143	\$5.00	\$715.00
12	Maintenance of Construction Exit	EA	1	\$100.00	\$100.00
13	Maintenance of Rock Filter Dam	EA	1	\$50.00	\$50.00
14	Maintenance of Construction Exit Tire Wash Area (Per Each)	EA	1	\$150.00	\$150.00
15	Water Quality Monitoring and Sampling	EA	4.0	\$150.00	\$600.00
16	Water Quality Inspections	MO	1.0	\$50.00	\$50.00
17	Temporary Silt Fence, Type A	LF	7,931	\$1.50	\$11,896.50
18	Temporary Silt Fence, Type C	LF	3,363	\$3.00	\$10,089.00
19	Clearing and Grubbing	LS	1	\$174,052.00	\$174,052.00
20	Storm Drain Pipe, 30 IN, Storm Drain	LF	40	\$100.00	\$4,000.00
21	Flared End Section, 30 IN, H 1-10	EA	2	\$1,850.00	\$3,700.00
22	Stn Dumped Rip Rap, TP 1, 24 IN	SY	15	\$120.00	\$1,800.00
23	Plastic Filter Fabric	SY	15	\$5.00	\$75.00
24	Barrier Fence (Orange), 4 FT	LF	715	\$1.50	\$1,072.50
25	Fertilizer Mixed Grade	TN	1.84	\$150.00	\$276.00
BID AMOUNT				\$247,465.70	

Engineer's Statement: I hereby state that to the best of my knowledge and belief, the above quote amounts are correct and reflect the amounts presented to the Walton County Board of Commissioners on Monday, October 2, 2023 at 10:00 AM.
PRECISION PLANNING, INC.



 Jimmy Parker, P.E., Project Manager



October 2, 2023

Ms. Rhonda Hawk, Purchasing Manager
Walton County
111 South Broad Street
Monroe, GA 30655

**Re: Walton County Public Safety Complex Sanitary Sewer Relocation, RFB 2024-02
Recommendation of Award
Bid Date October 2, 2023**

Dear Ms. Hawk:

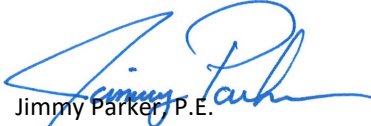
On Monday, October 2, 2023 the Walton County Board of Commissioners received two (2) bids for the Walton County Public Safety Complex Sanitary Sewer Relocation project. The project consists of the relocation of approximately 772 linear feet of 15-inch PVC sanitary sewer, manholes and related appurtenances on the Walton County Public Safety Complex site (Walton County Tax Parcel M0230023A00); located adjacent to 600 Baker Street, Monroe, Georgia, 30655. The sewer relocation must be completed under live flow conditions utilizing bypass pumping. All pipe material shall be 15-inch SDR 26 PVC. The work shall include bypass pumping, sanitary sewer installation, backfill and compaction, cleanup and grassing, erosion and sediment control, abandonment of existing manholes, and all other items incidental to the work.

Precision Planning, Inc.'s estimated project cost of \$386,000.00. A copy of the complete Bid Tabulation is attached for your review. The apparent low bid was submitted by Mid-South Builders, Inc. of Lithonia, Georgia in the amount of \$398,469.00.

Based on our review of the remaining bids, contractor references, and relevant experience; it appears that the lowest "responsive and responsible bid" is that of Mid-South Builders, Inc., **therefore, we recommend award of a contract for the Walton County Public Safety Complex Sanitary Relocation, RFB 2024-02 project to Mid-South Builders, Inc. in the amount of \$398,469.00.**

Please feel free to call or email me with any questions regarding our review of the bids received.

Sincerely,


Jimmy Parker, P.E.
Senior Vice President

F:\DOCUMENT\03\170L\Walton County Jail Sewer Relocation\Bid Phase\Recommendation Letter.doc

cc: Chairman Thompson, Walton County Board of Commissioners
File


Walton County Public Safety Complex Sanitary Sewer Relcoation, RFB 2024-02 for Walton County Board of Commissioners

BID TABULATION				Mid-South Builders, Inc. Lithonia, GA 30058 Ben Weaver		Site Engineering, Inc. Atlanta, GA 30340 Tamara Isbell	
ITEM #	Description	Units	Est. # of Units	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item
1	Sanitary Sewer Bypass Pumping-Complete	LS	1	\$12,000.00	\$12,000.00	\$90,000.00	\$90,000.00
2	Sanitary Sewer Piping, 15" SDR 26 PVC	LF	772	\$427.00	\$329,644.00	\$300.00	\$231,600.00
3	Standard Manhole Base, 4' Dia., 48" tall, with cores and inverts	EA	3	\$3,500.00	\$10,500.00	\$2,500.00	\$7,500.00
4	Doghouse Manhole Base, 4' Dia., 48" tall, including invert construction	EA	2	\$7,500.00	\$15,000.00	\$3,500.00	\$7,000.00
5	Standard Manhole Base, 4' Dia., including eccentric cone top section	VF	40	\$350.00	\$13,825.00	\$500.00	\$19,750.00
6	Manhole Frame and Cover per City of Monroe Standards	EA	5	\$1,200.00	\$6,000.00	\$4,000.00	\$20,000.00
7	Erosion and Sediment Control	LS	1	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
8	Temporary and Permanent Grassing	LS	1	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00
9	Abandon Existing Manhole	EA	3.0	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00
BID AMOUNT					\$398,469.00	\$414,850.00	

Figures in red show amounts different from originally-submitted Bid Tabulation.

Engineer's Statement: I hereby state that to the best of my knowledge and belief, the above quote amounts are correct and reflect the amounts presented to the Walton County Board of Commissioners on Monday, October 2, 2023 at 10:30 AM.

PRECISION PLANNING, INC.



Jimmy Parker, P.E., Project Manager

For Immediate Release

Friday, September 22, 2023

Gov. Kemp's Leadership Committee Calls on Elected Leaders to Voice Support for Atlanta's Public Safety Training Center

ATLANTA - Today, on the heels of Governor Kemp's public statement expressing his full support for Atlanta's Public Safety Training Center, Georgians First Leadership Committee is calling on elected officials from both parties to fully support the training center.

"Providing effective training for our law enforcement, firefighters, paramedics, and all first responders to better serve their communities should not be controversial," **said Cody Hall, senior advisor to GFLC.** "Georgians deserve to know where their elected officials stand in protecting their families, and the question for vulnerable Georgia Democrats is simple: do you support funding and properly training our police officers and first responders, or not?"

The Atlanta Public Safety Training Center will enhance public safety for every Georgian by providing police officers, firefighters, and first responders the best training available to keep both themselves and the communities they serve safe. GFLC will continue supporting Governor Kemp's agenda to build a safer, stronger Georgia and will not waiver in holding elected officials who refuse to keep Georgia families safe accountable.