



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, August 01, 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. **PLANNING & DEVELOPMENT**
  - 4.1. Proposed Settlement of Z20110015 - Rezone 85.48 acres from A1 to R1 with conditions for a residential subdivision - Applicant: Lexes Homes, Inc./Owner: Snows Mill Road, LLC - Property located on Snows Mill Rd. - Map/Parcel C1790044 & 44A - District 4
5. **PLANNING COMMISSION RECOMMENDATIONS**
  - 5.1. Approval of Z23050019 - 19.28 acres from A2 to B3 for a business park - Applicant/Owner: John Mark Mazzawi - Property located at Jacks Creek Rd. & Hwy 78, Map/Parcel C1780033 - District 4
  - 5.2. Approval of Z23060001 - 69.87 acres from R1 to R1OSC for a residential 64 lot subdivision- Applicant: Carter Engineering Consultants, Inc./Owner: Natalie Caswell Smith - Properties located at 942 & 946 Navaho Trail, Maps/Parcels C1810002B00 & C1810002 - District 6
  - 5.3. Approval of Rezone Z23060002 - 85.30 acres from A1 to R1OSC for a residential 72 lot subdivision - Applicant: Feeman Berrong Properties, LLC/Owner: JMJMS Properties, LLC - Property located on Pleasant Valley Rd., Map/Parcel C1810021 - District 6
6. **ACCEPTANCE OF BIDS/PROPOSALS**
  - 6.1. Walton Co. Public Safety Complex - Award GMP
7. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*

- [7.1.](#) Approval of July 11, 2023 Meeting Minutes
- [7.2.](#) Contracts & Budgeted Purchases of \$25,000 or Greater
- [7.3.](#) Agreement Renewal - School Resource Officers - Walton Co. School District
- [7.4.](#) Agreement - MCCI - Laserfiche - Finance
- [7.5.](#) Ratification of Actions taken by WCWSA on August 1, 2023

## 8. RESOLUTIONS

- [8.1.](#) Resolution - Adoption of 2023 Millage Rates for Walton County
- [8.2.](#) Resolution - Adoption of Walton Co. Board of Education 2023 Millage Rate
- [8.3.](#) Resolution - Project Length Budget - EMS Classroom & Election Storage
- [8.4.](#) Resolution - Project Length Budget - Additional Parking at Gov't Building
- [8.5.](#) Resolution - Project Length Budget - Public Defender Office Renovations

## 9. DISCUSSION

- 9.1. County Manager's Report/Update

## 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 at 770-267-1301 at least 24 hours in advance 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.

R. Matthew Reeves  
Email: [mreeves@atclawfirm.com](mailto:mreeves@atclawfirm.com)

Telephone: 770.822.0900  
Direct Dial: 770.236.9768  
Direct Fax: 770.236.9778

July 11, 2023

**Via Email and Hand Delivery**

Walton County, Georgia  
The Hon. David Thompson, Board of Commissioners Chair  
and the Board of Commissioners  
c/o Chip Ferguson, Esq., County Attorney  
111 S. Broad Street  
Monroe, GA 30655  
[davidg.thompson@co.walton.ga.us](mailto:davidg.thompson@co.walton.ga.us)

Ms. Charna Parker, Zoning Director  
c/o Chip Ferguson, Esq., County Attorney  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, GA 30622  
[cferguson@atkinsonferguson.com](mailto:cferguson@atkinsonferguson.com)

**Re: Settlement of Z20110015, 85.48 acres from A1 to R1 with Conditions  
*Lexes Homes and Snows Mill Road v. Walton County*  
Case No. SUCV2021000367**

Dear Chairman Thompson, Commission Members, Ms. Parker, Mr. Ferguson  
and To Whom it May Concern:

This letter is written on behalf of Lexes Homes and Snows Mill Road in support of Agenda Item 5.3. Enclosed are renderings showing renderings of high-quality custom homes and the neighborhood entrance which formed the basis of the following zoning conditions which exceed County standards and will produce a high-quality home product that will be beneficial to the property values of all considered. This will lead to a better result than the current zoning.

**PROPOSED REZONING CONDITIONS  
LEXES HOMES, INC.  
WALTON COUNTY REZONE APPLICATION NO.: Z20110015**

- 1. Neighborhood to be controlled by a mandatory Homeowner's Association with design and building covenants and restrictions.**
  
- 2. Minimum Square Footage:**
  - a. Ranch 2200**
  - b. Two Story 2400**

3. Country Asphalt Road sixty foot right of way; twenty-four foot asphalt; eighteen foot shoulder with ditches on each side of the asphalt road. There shall be no curb, gutter, or catch basins required. Water shall drain away from the homes and into the stormwater ditches. There shall be a one hundred foot entrance right of way with a landscaped island in the center with a thirty inch concrete curb around the island.

4. Lots shall be graded for water to flow away from the homes to the stormwater ditches.

5. Minimum lot size to be 1 acre with a maximum of 64 lots.

6. Minimum Yard Size:

- a. Front 40'
- b. Rear 40'
- c. Side 15'

7. All homes shall comply with Walton County Specific Regulations for Single Family Dwellings in A, A-1, A-2, R-1, R-2 & R-3 Zoning Categories.

8. The minimum requirement is brick up to the water table on front and sides of the home.

9. Front porches shall have masonry face and pavers preferred but not required.

10. The masonry stoops and steps on front and side of home, minimum width shall be 5'.

11. Roofs shall have a pitch of:

- a. 10/12 minimum on main body front to back
- b. 9/12 minimum on ranch style homes
- c. 12/12 minimum on pitch on accent gables unless approved by ARC

12. All dwelling facades shall be constructed of wood, siding, cement fiber siding, brick, stone, stucco, or other masonry type products. Vinyl and aluminum siding is prohibited.

13. Front and side chimneys shall be masonry; chimney's that penetrate the roof may be stucco, synthetic stone or shakes.

14. All garage doors must be side facing except on lots that are less than 30' from the property line to the garage door.

15. All yards shall be sodded.

**16. All shingles shall be architectural shingles.**

**17. All homes shall obtain the approval of the ARC prior to beginning construction of the home. The Declaration shall provide design standards for not only the home, but the yard, fences, and retaining walls and a specific list of restrictions for the development.**

Also enclosed is a new 64-lot site plan which my clients plan to develop in substantial conformity therewith, but object to a site-plan specific rezoning.

Thank you for your consideration of this rezoning request which would settle a lawsuit. My clients reserve all rights and respectfully present constitutional objections to any rezoning of the property other than the requested zoning and conditions outlined above.

Sincerely,

ANDERSEN, TATE & CARR, P.C.

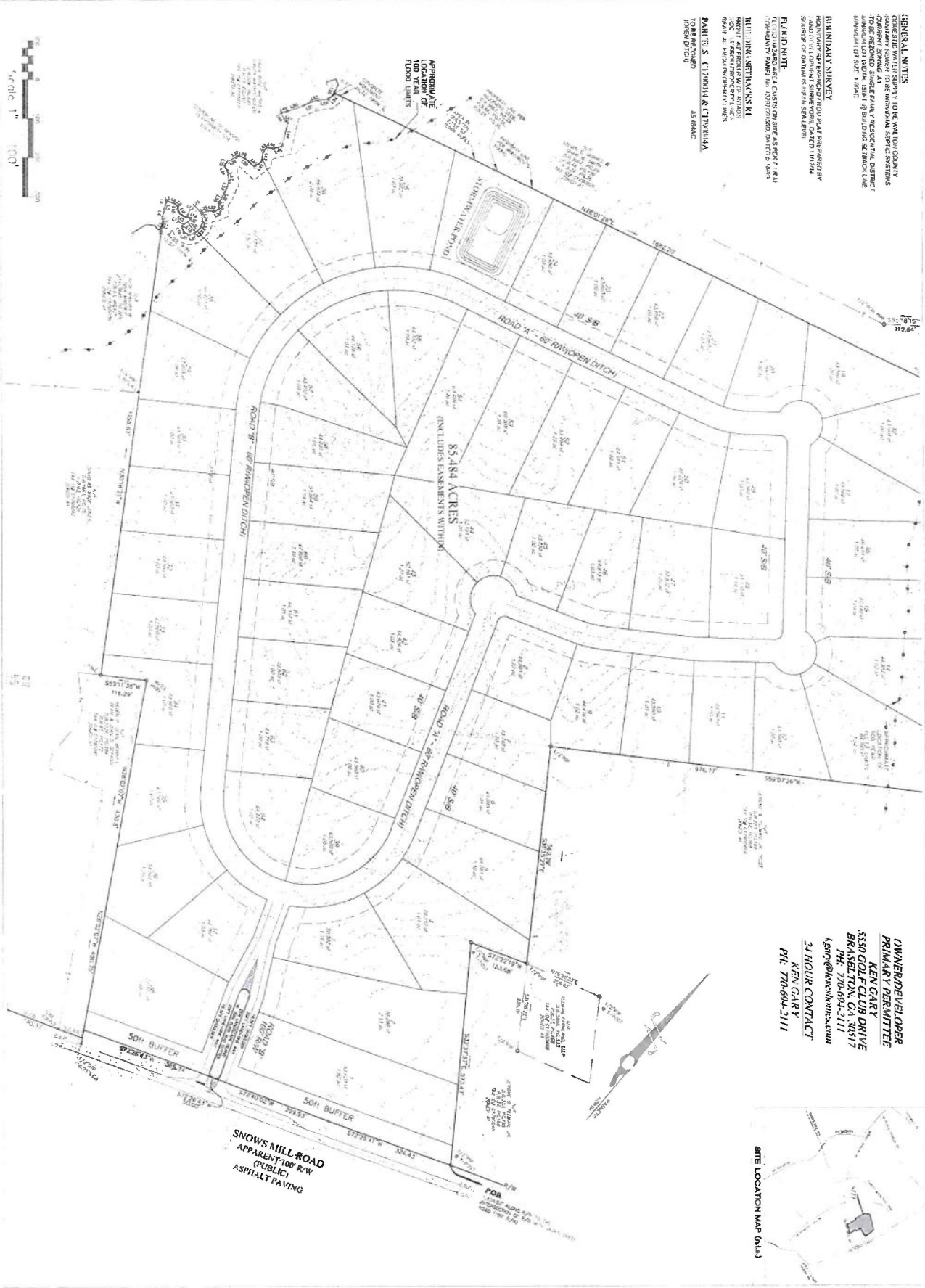
*/s/ Matt Reeves*

R. Matthew Reeves

RMR:tfb

Enclosure

cc: Mr. Ken Gary, Lexes Homes and Snows Mill Road  
Paul Rosenthal, Esq.



**GENERAL NOTES:**  
 1. GENERAL WATER SUPPLY TO BE MAINTAINED COUNTY  
 2. ALL UTILITIES TO BE MAINTAINED BY THE COUNTY  
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**BOUNDARY SURVEY:**  
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**FIELD NOTES:**  
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 10. FIELD NOTES OF THE SURVEY

**OWNER/DEVELOPER:**  
 PRIMA/1 PERMITTES  
 KEN GARY  
 5580 OULF CLUB DRIVE  
 BRANSON, MO, 64617  
 kgary@branson.com  
 24 HOUR CONTACT  
 KEN GARY  
 PH: 770-694-2111

**SITE LOCATION MAP (G14)**

REC'D BY PLAT FOR

**SNOWS MILL ROAD**

WALTON COUNTY, GEORGIA  
 219 & 220 MOUNTAIN DIST.  
 24322 - 2 0175004 & 0175004A

**Sullins Engineering, LLC**  
 300 WEST HAY STREET  
 WOODER, GA, 30680  
 PHONE: (678) 687-6219  
 CONTACT: MATTHEW SULLINS  
 CIVIL ENGINEERS - LAND PLANNERS

06/23/2021  
 SHEET 1

Jan 2011

# HEDGEROWS

*Let us Custom Build your Dream Home!*



*We have many House Plans to chose from  
or we can build your own Floor Plan*

*Select your own Lot*

*All information is believed to be accurate, but not warranted. These offers are subject to errors, omissions, prior sale and withdrawal without notice.*



**G&O**  
**CLASSIC HOMES**  
27 CITY SQUARE, ROSCHTON, GA 30548  
PHONE (706) 654-9000, FAX (706) 658-2988  
WWW.GOCLASSICHOMES.COM

FOR MORE INFORMATION CALL  
**678 300 7106**  
**KEN GARY**

Jan 2011

# HEDGEROWS

## The Castleford



### *Distinguished Floor Plan Features*

- Four Bedrooms and Three Full Bathrooms
- Oversized Owner's Suite on Main Floor with a vaulted Ceiling
- Owner's Bath with His/Her Vanities, Garden Tub, and Huge Walk-in Closet
- One additional Bedroom on Main Floor
- Two Car Garage
- Two-story Foyer
- Oak Staircase and Iron baluster
- Dining Room, & Great Room with Fireplace
- Laundry Room on First Floor
- Second Floor Guest Bedrooms with Private Baths and Walk-in Closets
- Large loft area on second floor with overlook to family room
- Optional Bonus room
- Custom built Kitchen with Island
- Large Breakfast Room
- Vaulted Family room

*All information is believed to be accurate, but not warranted. These offers are subject to errors, omissions, prior sale and withdrawal without notice.*



**G&O**  
**CLASSIC HOMES**

27 CITY SQUARE, HOUGHTON, GA 30548  
 PHONE: (706) 654-9000, FAX: (706) 658-2968  
 WWW.GOCLASSICHOMES.COM

FOR MORE INFORMATION CALL  
**678 300 7106**





Jan 2011

# HEDGEROWS

## The Neyland



### Distinguished Floor Plan Features

- Five Bedrooms and Four Full Bathrooms
- Three Car Garage
- Two-story Foyer with an Oak Staircase and Iron Baluster, Cat-walk upstairs
- Formal Living Room and a Dining Room
- Great Room with Fireplace
- Custom built Kitchen with Island, Family Walk-in Pantry
- Large Breakfast Room
- Office / Bedroom on Main Floor with Closet and Full Bath
- Oversized Owner's Suite on Second Floor with a Double Tray Ceiling and Sitting Area
- Owner's Bath with His/Her Vanities, Garden Tub, and Huge Walk-in Closet
- Laundry Room on Second Floor
- Second Floor Guest Bedroom with Private Bath and Walk-in Closet
- Second Floor Jack and Jill Bedrooms with a Shared Bath

All information is believed to be accurate, but not warranted. These offers are subject to errors, omissions, prior sale and withdrawal without notice.



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FOR MORE INFORMATION CALL  
678 300 7106





OWNER/DEVELOPER  
 PRIMARY PERMITTEE  
**KEN GARY**  
 5580 GOLF CLUB DRIVE  
 BRASHELTOWN, GA 30517  
 kgary@kenshomes.com  
 24 HOUR CONTACT  
**KEN GARY**  
 PH: 770-694-2111



COLORDED VIEW FOR  
**SNOWS MILL ROAD**

WALTON COUNTY, GEORGIA  
 L.L. 219 & 220 / MOUNTAIN DIST.  
 PARCEL # C1790044 & C1790044A

**Sullins Engineering, LLC**  
 302 WEST MAY STREET  
 MONROE, GA 30680  
 PHONE: (678) 687-6219  
 CONTACT: MATTHEW SULLINS  
 CIVIL ENGINEERS ~ LAND PLANNERS

ALL NATIONAL, CONTRACTOR, AND WORKSHOP ON THE PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE APPLICABLE LOCAL SPECIFICATIONS AND REQUIREMENTS AND SHALL BE REFERENCED AS A REQUIREMENT.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDEGROUND UTILITIES AND OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES AND TO THE CONTRACTOR.  
 THE DESIGNER SHALL BE RESPONSIBLE FOR DESIGN CHANGES MADE BY OTHERS.  
 THE CONTRACTOR SHALL CALL THE UTILITY PROFESSION CENTER NUMBER 800-848-5878 BEFORE DIGGING, BY NINE (9) A.M. DATE, MAY/2010, THROUGHOUT GEORGIA. 800/280-1991

DATE	REVISION



# Planning and Development Department Case Information

Case Number: Z23050019

Meeting Dates: Planning Commission 07-06-2023

Board of Commissioners 08-01-2023

Current Zoning: A2

Request: Rezone 19.28 from A2 to B3 for a business park with entrance off Jacks Creek Road

Address: Jacks Creek Road and Highway 78, Monroe, Georgia 30655

Map Number: C1780033

Site Area: 19.28 acres

Character Area: Highway Corridor

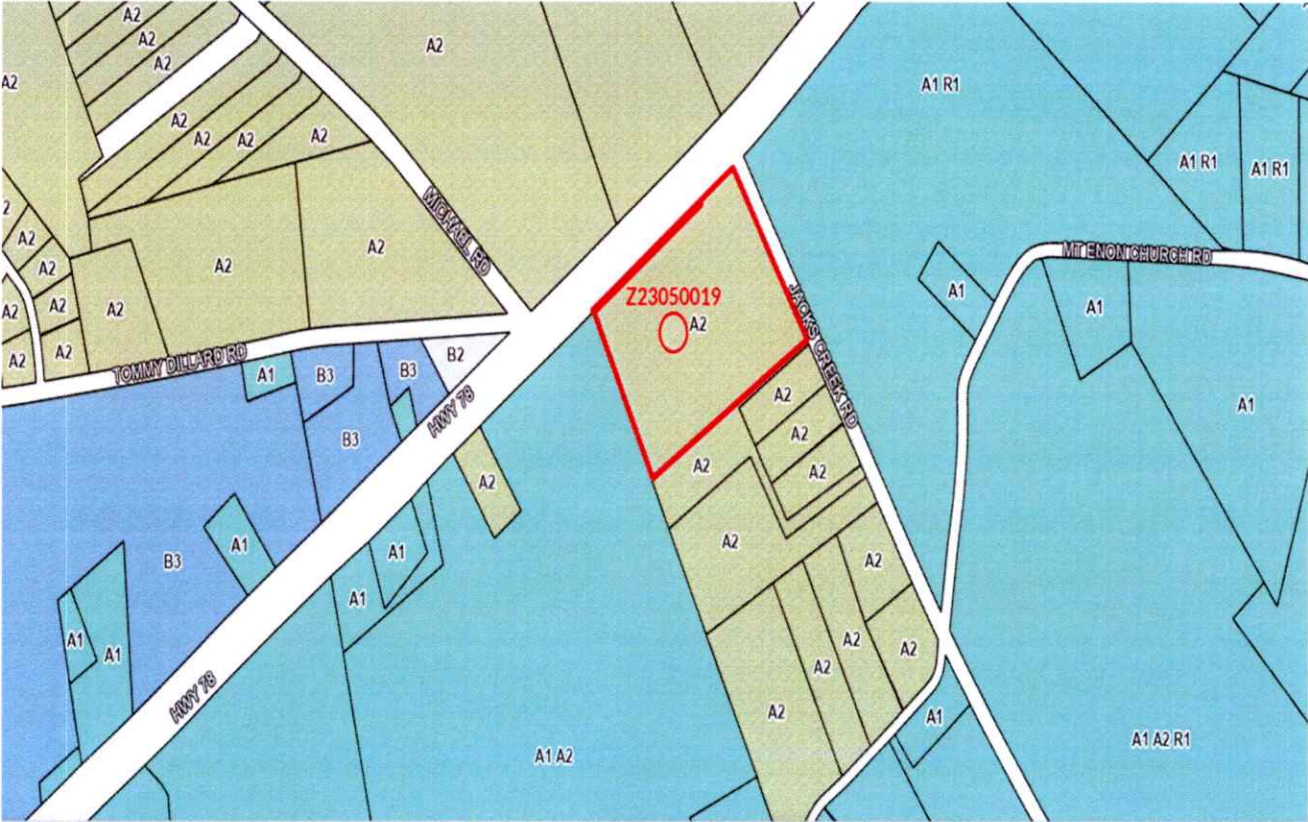
District 4: Commissioner – Lee Bradford Planning Commission – Brad Bettis

Applicant/Owner:

John Mark Mazzawi  
1281 Hebron Church Road  
Statham, Georgia 30666



Existing Site Conditions: Property consists of 19.28 acres.



The surrounding properties are zoned A2, A1 and R1.

**Staff Comments/Concerns:** All surrounding properties are zoned A1 or A2. Approximately 600' up Highway 78 from the proposed site there are several B3 properties.

**History:** No History

**Comments and Recommendations from various Agencies:**

**Public Works:** Public Works Recommends that a Commercial Driveway and Commercial/Industrial Road Street be Installed per the Letter of Intent Proposed for the Site with Proper Deceleration Lane and Tapers.

**Sheriffs' Department:** The Walton County Sheriff's Office conducts regular business checks on main thoroughfares twice per night shift depending on the calls for service volume. This business park would increase on average 730 checks per year.

**Water Authority:** This area is served by an existing 12" water main along Hwy 78 (static pressure: 115 psi, Estimated fire flow available: 900 gpm @ 20 psi). A new 12" water main will be required from Hwy 78 to the business park entrance and a new 8" water main will be required to distribute water within the development. Please coordinate with WCWD.

**Per Morris Jordan with Water Authority:** Z23050019 - No water is available on that section of Jack's Creek Road. A twelve inch main is located on the opposite side of Hwy 78. The project will require the developer to extend the main underneath Hwy 78 and down Jack's Creek Road to get water to the development. A water allocation request and fire flow study will have to be completed and approved before full plans are submitted for review.

**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 Department Review:** No added issues

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

**Development Inspector:** No comment received.

**DOT Comments:** Will need to coordinate with GDOT.

**PC ACTION 7/6/2023:**

1. Rezone Z23050019 – Rezone 19.28 acres from A2 to B3 for a business park- Applicant/Owner: John Mark Mazzawi - Property located at Jacks Creek Rd & Hwy 78, Map/Parcel C1780033 – District 4.

**Presentation:** John Mark Mazzawi represented the case. Mr. Mazzawi purchased this property in 2001 and would like to develop an office park. This would be for electricians, dentists etc.

He would like to do this to serve local business owners that can't afford to have their own property for a business. There will be roll up buildings for electrical supply companies.

Kathleen Woodruff, a civil engineer, also represented the case. Her client would like to develop a small business park for landscape and storage. There is some flood on the property. She stated that there should be no negative impact on the flood plan and no additional traffic. Ms. Woodruff stated that there is water available, and it is served by a 12' water main. They know that they would need to get a Land Disturbance Permit and follow all the guidelines from the Department of Transportation. The Walton County Ordinance requires a buffer around the property, and this will help the older residences in the area.

Mr. Mazzawi stated that the office park will be a brick façade with roll-up doors in the rear.

Timothy Kemp asked about small commercial businesses or a small business park.

Mr. Mazzawi advised that it will be a small business park with 1 to 3 acre lots for plumbers, landscapers, etc. and all of this will be on septic because sewer is not available.

This office park will be like the Garmon office park on Highway 78. The office park will provide jobs and will have no impact on Highway 78. Mr. Mazzawi stated that the office park will look nice and will not be an eyesore.

**Speaking:** Terry Nash lives at 1149 Jacks Creek Road spoke in opposition. He owns a lake that joins this property. He is concerned about the drainage and runoff from these office buildings. He understands that change is coming, but this is not correct planning. If this happens it will be catastrophic and there are times when the water draining from the Highway already causes standing water in the flood plain. There are 2 concerns – the first one is the overflow to the pond and the change in waterflow. He feels that the Corp of engineers should do a study of the area. There is also another lake that will have massive runoff. The second concern is the entrance on Jacks Creek Road; that this is Highway Corridor and if this rezone is passed then it needs to be off Highway 78. He feels that the case should be tabled and allow entrance only on Highway 78.

Mark Pazol also spoke and stated that he was speaking on behalf of his in-laws; Billy & Margaret Williams own a 19-acre farm adjacent to this. He had questions about how far from Jacks Creek and from the Williams Farm this will be. How deep into the woods will develop go and what will the impact be flood wise to their property and he feels this will create an eyesore. It would be a shame to tear down the trees.

Kathleen Woodruff came back for rebuttal. She stated that she is a registered civil engineer, and she works with FEMA and the Corp of engineers on different projects. The natural buffer



will remain intact. The forest will remain, and it is not their intent to encroach in the flood plain. As for the current flood plain, it will remain undisturbed, and the building will be 1000 ft. in front of Jacks Creek. As to drainage there are 3 culverts that were put in by GDOT. They will the water and pipe it to the flood plain. Water flow must be reduced per State law, and this will improve water flow.

The DOT made improvements by the State which has caused some flooding.

Mr. Mazzawi stated that he drives by this property every day and does not want it to be an eyesore. He stated that if needed they would have a master detention pond and larger buffers. This property is on the Highway Corridor and people don't want to live off Highway 78, so this is the perfect place.

Kathleen Woodruff also stated that the water issues will be addressed during the Land Disturbance Permit.

Josh Ferguson asked other than the curb cut is there any reason why access isn't off Highway 78. Kathleen advised that access is determined by GDOT. GDOT will not allow based on traffic study. Mr. Ferguson asked if they had a letter to that effect and Ms. Woodruff stated that she did not.

Tim Hinton stated that we hear the concerns about drainage issues and traffic issues, however the duties of this Board are to look at the use of property and is it appropriate in the area. We have no control over drainage or traffic. There are laws and ordinances in effect to deal with those issues.

**Recommendation:** Wesley Sisk made a motion to recommend approval with a second by Josh Ferguson. The motion carried unanimously.

Mr. Hinton advised the people that this case will go to the Board of Commissioners Meeting next month – August 1<sup>st</sup> and if people wanted to come and voice their concerns there.

Rezone Application # Z23050019  
Application to Amend the Official Zoning Map of Walton County, Georgia

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

Board of Comm Meeting Date 8-1-2023 at 6:00PM held at WC Historical Court House *(Same as above)*

You or your agent must be present at both meetings

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Map/Parcel C178 0033

Applicant Name/Address/Phone # <u>JOHN MARK MAZZAWI</u> <u>1281 HEBRON CHURCH RD.</u> <u>STATHSN GA. 30666</u> E-mail address: <u>mark.mazzawi@yahoo.com</u> Phone # <u>770 605 2520</u>	Property Owner Name/Address/Phone <u>JOHN MARK MAZZAWI</u> <u>1281 HEBRON CHURCH RD.</u> <u>STATHSN GA. 30666</u> (If more than one owner, attach Exhibit "A") Phone # <u>770 605 2520</u>
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Location: JACKS CREEK RD / HWY 78 Requested Zoning R33 Acreage 19.28

Existing Use of Property: CONSERVATION, WOODED

Existing Structures: N/A

The purpose of this rezone is TO PROVIDE COMMERCIAL SERVICES ALONG THE HWY 78 CORRIDOR

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Property is serviced by the following:

Public Water:  Provider: WALTON CO. Well: \_\_\_\_\_

Public Sewer: N/A Provider: \_\_\_\_\_ Septic Tank:

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

Signature John Mark Mazzawi Date 5/15/2023 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

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Office Use Only:

Existing Zoning A2 Surrounding Zoning: North A2 South A2  
East A1R1 West A1A2

Comprehensive Land Use: Highway Corridor DRI Required? Y \_\_\_\_\_ N

Commission District: 4-Lee Bradford Watershed: - TMP

I hereby withdraw the above application \_\_\_\_\_ Date \_\_\_\_\_

### AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Location of Property: JACKS CREEK RD / HWY 78  
MOORE, GA 30

Map/Parcel Number: C 1780033

Current Zoning: A Requested Zoning: B3

[Signature]  
Property Owner Signature

NA  
Property Owner Signature

Print Name: JOHN MARTINI

Print Name: [Signature]

Address: 1281 WEBER CIRCLE RD  
STATION, MOORE, GA 30646

Address: [Signature]

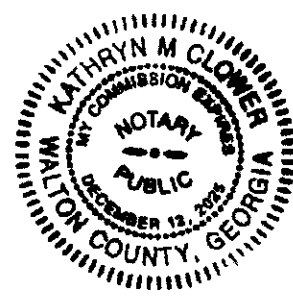
Phone #: 770 605 25 20

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.

Kathryn M Clower  
Notary Public

5/24/23  
Date



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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

A-1 & A-2 TO THE SOUTH & WEST.  
RESIDENTIAL HOMES ON LARGE LOTS

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

NO DEPRECIATION EXPECTED  
ADJACENT PROPERTIES ARE  
BUFFERED WITH MATURE WOODLANDS.

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

NO DESTRUCTION OF PROPERTY VALUES  
ANTICIPATED

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

FUTURE BUSINESSES WILL PROVIDE  
JOB OPPORTUNITIES AND SERVICES  
TO THE COMMUNITY.

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

THE PROPOSED DEVELOPMENT IS ALONG  
THE HUY 72 CORRIDOR AND WILL PROVIDE  
JOBS & SERVICES TO A RURAL AREA  
ALONG THE CORRIDOR

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 MATURE WOODLANDS,  
UNDEVELOPED & UNCULTIVATED FOR  
DECADERS

## LETTER OF INTENT

Jack's Creek Crossing

Parcel ID #C1780033

The general intent is to rezone the subject property to B3- General Business District and provide for the development of new businesses along a rural stretch of the Hwy. 78 corridor. The 19.28 acre tract will be custom subdivide for individual business to develop individually on this tract. Attached is a concept plan to illustrate the "potential" subdivision of the land.

We anticipate that the business along the Hwy. 78 frontage will be more commercial oriented due to the exposure along the highway. Each business/lot, three total, will be required to have inter-parcel connectivity and a single driveway access to Jack Creek Road. The inter-parcel driveway will be at the back of the lot, this placement allowing for an appropriate deceleration lane, and vehicle stacking on Jack Creek Road to the Hwy. 78 intersection.

The businesses off the highway and in the back of the development will be along a proposed industrial classified road as a second driveway access to Jacks Creek Road. We envision this portion of the development to be similar to the Garmon Park Ct. development in Loganville. Office/Warehouse/Service types of business with ranging in 10-50 employees.

The density of the development will be minimized due to fact that there isn't any public sewer system in the area. All the business will require septic sewer systems and the individual lots sizes dependent on the water use/septic drain field for each business. In addition, there is floodplain and soils unsuitable for septic use on the western side of the property. Water main service will have to be extended from the north side of Hwy. 78, across Hwy. 78 to the subject property.

It is our opinion that this proposed development will beneficial to the community by providing much needed commercial services, and job opportunities to the area. There will be a mature woodland buffer to screen and protect the A-1/A-2 zoned properties to the south and west. In addition to significant patches of green

space, septic field, areas throughout the development that will reduce the development impact on the property.

**Disclosure of Campaign Contributions**

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

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

X yes ~~no~~

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

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

DAVID THOMPSON COMMISSIONER \$500.00

RECEIVED  
FORWARDED

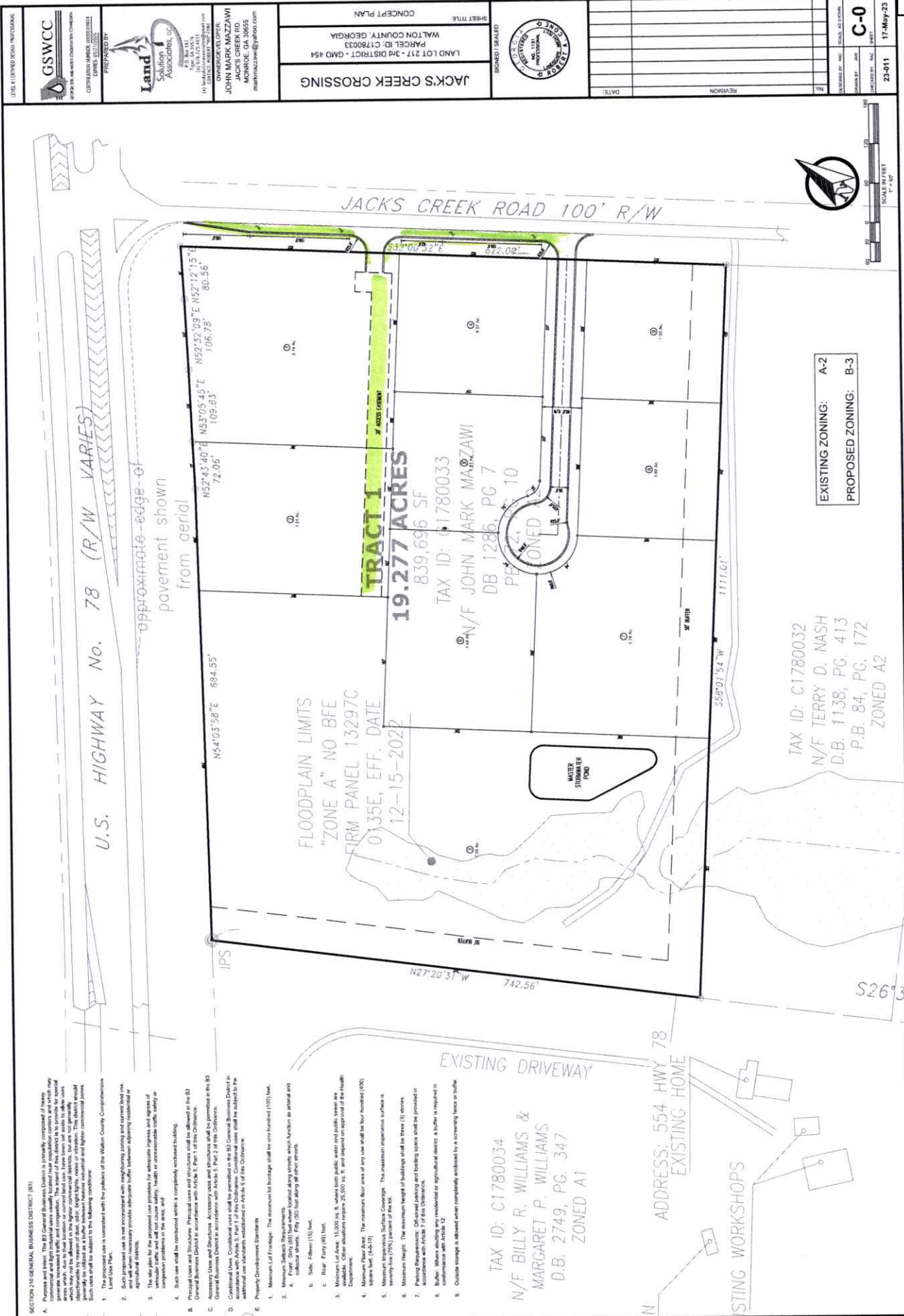
GIVEN 5/18/23

This disclosure must be filed when the application is submitted.

Jay - 5/15/2023  
Signature of Applicant/Date

Check one: Owner  Agent





SECTION 110 GENERAL BUSINESS DISTRICT (GB)

Purpose and Intent: The GB General Business District is primarily composed of heavy commercial uses, including retail, service, and office uses. The intent of this district is to provide for special uses which are not permitted in other districts. The intent of this district is to provide for special uses which are not permitted in other districts. The intent of this district is to provide for special uses which are not permitted in other districts.

1. The proposed use is consistent with the policies of the Multnomah County Comprehensive Land Use Plan.
  2. Such proposed use is not inconsistent with neighboring zoning and current land use, and will when necessary provide adequate buffer between adjoining residential or commercial uses.
  3. The proposed use will be provided for adequate ingress and egress of vehicular traffic and will not cause safety, health or environmental, safety or congestion problems in the area, and
  4. Such use shall be contained within a completely enclosed building.
- Principal Uses and Structures: Principal uses and structures shall be allowed in the GB General Business District in accordance with Article 5, Part 1 of this Ordinance.
- Accessory Uses and Structures: Accessory uses and structures shall be permitted in the GB General Business District in accordance with Article 5, Part 1 of this Ordinance.
- Conditional Uses: Conditional uses shall be permitted in the GB General Business District in accordance with Article 5, Part 1 of this Ordinance. Conditional uses shall be subject to the additional use standards established in Article 4 of this Ordinance.
- Property Development Standards
1. Minimum Lot Frontage: The minimum lot frontage shall be one hundred (100) feet.
  2. Maximum Building Height: The maximum building height shall be 35 feet.
  3. Minimum Lot Area: 15,000 sq. ft. where both public water and public sewer are available. Other structures employ 25,000 sq. ft. and are subject to approval of the Health Department.
  4. Maximum Floor Area: The maximum floor area of any use shall be four hundred (400) square feet (100 sq. ft.).
  5. Maximum Building Coverage: The maximum impervious surface is 50% of the lot area.
  6. Maximum Height: The maximum height of buildings shall be three (3) stories.
  7. Parking: Minimum parking spaces and loading spaces shall be provided in accordance with Article 4 of this Ordinance.
  8. Buffer: Buffering shall be provided or agricultural districts. Buffering is required in accordance with Article 4 of this Ordinance.
  9. Outside Storage is allowed when completely enclosed by a screening fence or buffer.
- TAX ID: C1780034  
N/E BILLY R. WILLIAMS & MARGARET P. WILLIAMS  
D.B. 2749, PG. 347  
ZONED A1
- ADDRESS: 554 HWY 78  
EXISTING HOME
- STING WORKSHOPS

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | LAND PLANNING | LAND SURVEYING | MUNICIPAL SERVICES  
 1010 COMMERCE DRIVE, BLD 100 | 800ART, GA 30622 | P: 770-725-1200 | F: 770-725-1204



LOCATION MAP  
SCALE: N.T.S.

PARCEL TABLE							
LOT #	AREA	LOT #	AREA	LOT #	AREA	LOT #	AREA
1	0.85 ACRES	17	0.60 ACRES	33	0.60 ACRES	49	0.60 ACRES
2	0.95 ACRES	18	0.60 ACRES	34	0.60 ACRES	50	0.60 ACRES
3	0.89 ACRES	19	0.60 ACRES	35	0.60 ACRES	51	0.60 ACRES
4	0.86 ACRES	20	0.60 ACRES	36	0.60 ACRES	52	0.60 ACRES
5	0.87 ACRES	21	0.60 ACRES	37	0.60 ACRES	53	0.60 ACRES
6	0.85 ACRES	22	0.60 ACRES	38	0.60 ACRES	54	0.60 ACRES
7	0.64 ACRES	23	0.60 ACRES	39	0.60 ACRES	55	0.60 ACRES
8	0.60 ACRES	24	0.60 ACRES	40	0.60 ACRES	56	0.60 ACRES
9	0.60 ACRES	25	0.60 ACRES	41	0.60 ACRES	57	0.60 ACRES
10	0.60 ACRES	26	0.60 ACRES	42	0.60 ACRES	58	0.60 ACRES
11	0.60 ACRES	27	0.60 ACRES	43	0.60 ACRES	59	0.60 ACRES
12	0.60 ACRES	28	0.60 ACRES	44	0.60 ACRES	60	0.82 ACRES
13	0.60 ACRES	29	0.60 ACRES	45	0.99 ACRES	61	0.90 ACRES
14	0.60 ACRES	30	0.60 ACRES	46	0.81 ACRES	62	0.94 ACRES
15	0.60 ACRES	31	0.60 ACRES	47	0.62 ACRES	63	0.98 ACRES
16	0.80 ACRES	32	0.60 ACRES	48	0.60 ACRES	64	0.68 ACRES



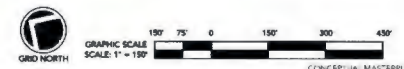
- A MAIL KIOSK AND PASSIVE RECREATIONAL AMENITY SPACE
- B MAIN CLUBHOUSE AND AMENITY SPACE WITH CONNECTION TO NATURE TRAILS
- C OAK MEADOWS TRAILHEAD, NATURE TRAILS THROUGHOUT CANOPY AND FLOODPLAIN
- D STORMWATER MANAGEMENT FACILITY

CONCEPTUAL MASTERPLAN  
**OAK MEADOWS SUBDIVISION**

946 NAVAHO TRAIL | MONROE, GA 30655

July 27, 2023

NOT FOR RECORDING



THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS.



# Planning and Development Department Case Information

Case Number: Z23060001

Meeting Dates: Planning Commission 07-06-2023  
 Board of Commissioners 08-01-2023

Current Zoning: R1

Request: Rezone 69.87 acres from R1 to R1OSC for a residential subdivision  
 With 64 lots

Address: 942 & 946 Navaho Trail, Monroe, Georgia 30655

Map Number: C1810002B00 & C1810002

Site Area: 942 Navaho Trail – 64.87 acres  
 946 Navaho Trail – 5.00 acres

Character Area: Suburban

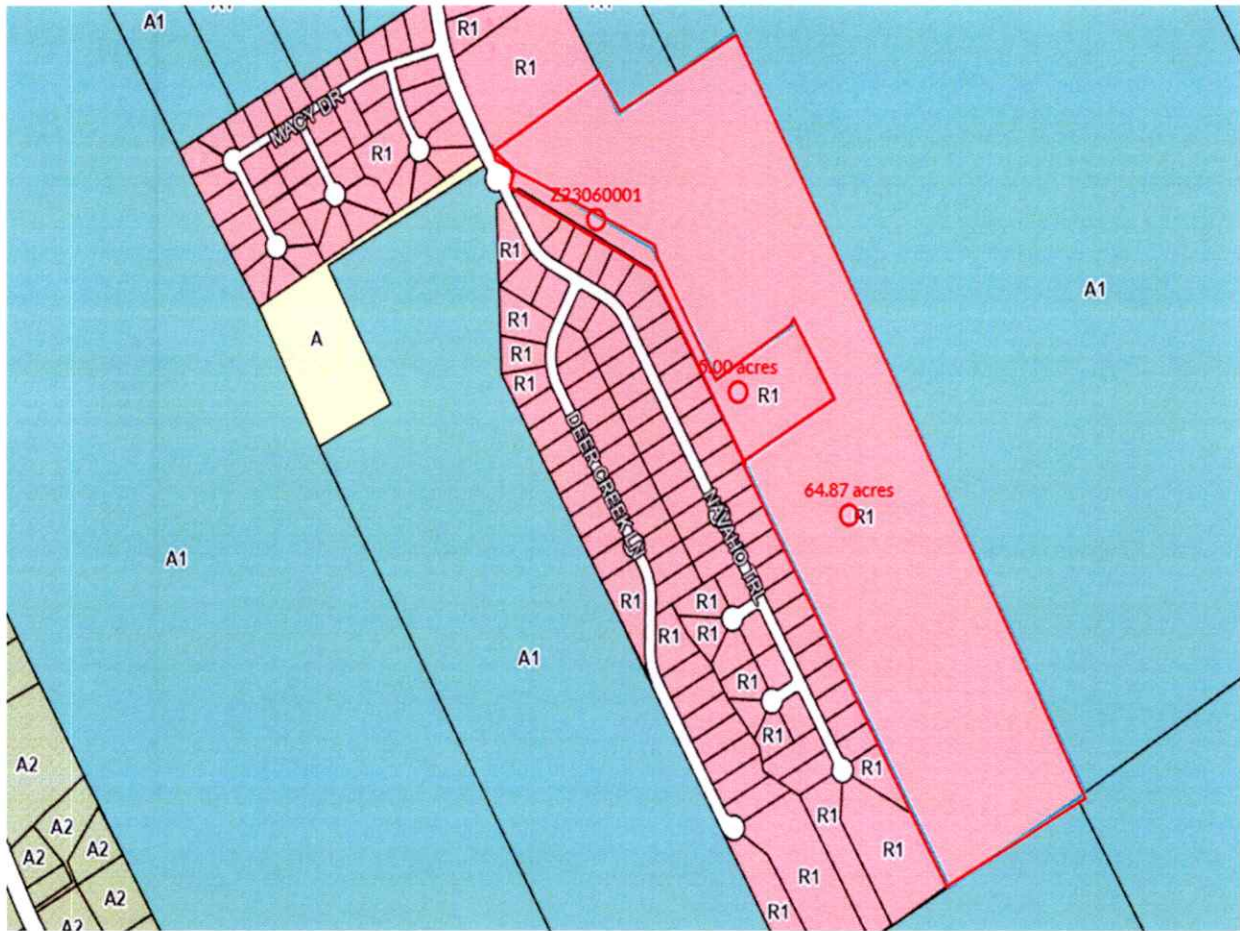
District 6: Commissioner – Kirklyn Dixon Planning Commission – Timothy J Kemp

Applicant:  
 Carter Engineering Consultants, Inc.  
 1010 Commerce Drive  
 Bogart, Georgia 30622

Owner:  
 Natalie Caswell Smith  
 6444 Highway 81  
 Loganville, Georgia 30052



Existing Site Conditions: Properties consist of 69.87 acres. (942 Navaho Trail has 64.87 acres and 946 Navaho Trail has 5.00 acres)



The surrounding properties are zoned R1 and A1.

**Staff Comments/Concerns:** The proposed road will tie into an existing cul-de-sac on Navaho Trail. We would recommend this tie-in to be as close to 90 degrees as possible. We would also recommend the cul-de-sac to be either turned into a round-a-bout with a raised median or completely re-work the intersection to form a true “T” intersection and remove the cul-de-sac altogether.

**History:**

Z00850	Wayne & Judy Scruggs	R-1 to A1 Farming/Livestock 64.87	C0181-2 946 Navaho Trail	Approved
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Z04060005	A. Fortner Const	A-1/R-1 to R-1 Res Sub 69.87	C181-2, 2B Navaho Trail	Approved Cond
-----------	---------------------	---------------------------------	----------------------------	---------------

**Conditions:** Approve the Rezone conditioned upon a modification to the plan to include traffic calming devices to slow traffic down, approval of one entrance and setting aside on acre for recreation.

**Comments and Recommendations from various Agencies:**

**Public Works:** Public Works Recommends that the Proposed New Street be Aligned at the Right Angle with the Center Of the Existing Cul-de-sac to Facilitate Ingress and Egress to the Development.

**Sheriffs' Department:** Walton County's population is currently estimated at 103,065 in 2023. The estimated number of households is 33,009. The Walton County Sheriff's recorded case numbers for the year 2022 was 41496. This is an average of 2.5 calls per residence. The average number of people per household is 2.9. The request for a 64 lot subdivision will increase the population by an average of 186 people which will increase the service demand of the Walton County Sheriff's Office and public safety.

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

**City of Monroe:** Per Logan Propes – We can serve with water but not sewer.

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

**Fire Department Review:** Increased fire and emergency response with the addition of homes in the area.

**Board of Education:** This will have an effect on the Walton County School District, creating the need for more classrooms, teachers and transportation.

**Development Inspector:** No comment received.

**DOT Comments:** Will need to coordinate with GDOT.

**PC ACTION 7/6/2023:**

1. **Rezone Z23060001 – Rezone 69.87 acres from R1 to R1OSC for a residential 64 lot subdivision- Applicant: Carter Engineering Consultants Inc/Owner: Natalie Caswell Smith - Properties located at 942 & 946 Navaho Trl, Maps/Parcels C1810002B00 & C1810002 – District 6.**

**Presentation:** Brian Kinsey who is an agent with Carter Engineering represented the developer who is CAT X. The property is currently zoned R1 and could be developed into 30 lots. They would like to rezone the property to R1OSC to increase the density to 64 lots. The total acreage is 70 acres, and they are providing 25% of that as green space. The back of the property is a flood plain. The adjacent subdivision is a .4-acre lot, but they are asking for .60. As to the cul-de-sac they are recommending that it become a T intersection. There is no sewer so the property will need to be septic and this request fits with the surrounding area. There will be required 50 ft buffers.

**Speaking:** Robert Smith who lives at 1040 Navaho Trail stated that the neighborhood is below ground level and their main concern is dealing with the issue of septic and runoff. There is a wedding venue, and these woods are his barrier against the noise from the venue. The water system is already failing and what will it be like in 10 to 15 years.

Becky Brewer who lives at 916 Navaho Trail lives on 5 ½ acres and has lived in the house since 1991 and since she has lived there, there has been 2 subdivisions developed and this area is country. She is concerned about the 64 lots. She is hearing rumors about the property that is #3 on the agenda.

Mr. Hinton advised her that the #3 case is next and she can ask questions when that case is heard.

Ms. Brewer stated her concerns are regarding water issues, more traffic, property values and the fact that there is only one way in and one way out.

Tim Hinton advised that right now the property is zoned R1 which allows 1 acre lots and that on the 70 acres they could possibly get 64 lots without the rezone. This rezone will require them to add 25% green space. He also stated that there will be buffers and requested clarification from Charna Parker, Director of Walton County Planning & Development. Ms. Parker advised that there will be a 50 ft. buffer but if the subdivision abuts another residential development that 50' transitional buffer is not required.

**Alyssa Brooks, lives at 964 Navaho Trail; she has concerns about the traffic. The biggest concern is safety. She has been t-boned going out of the subdivision. The people are making their roads a drag strip and she wants to know if her family is going to be safe. The speed limit there is 25 and there are no speed bumps. Some people go down their street at 65 miles an hour and this is unacceptable to children and family walking in the street. What can we do to keep families safe? Do they need to have sidewalks and speed bumps put in and more police.**

**Tim Hinton advised that we have no control over traffic but if she wants to voice her concerns then come to the Board of Commissioner Meeting next month.**

**Joseph Stancil lives at 965 Navaho Trail and stated that he has concerns of more density rather than more houses and traffic. He also stated that he has issues with all commercial trucks and construction entrances and heavy equipment coming up and down the road. He has concerns about the loop and how fire and police can service the community.**

**Bryan Trammel stated that the property is currently zoned R1 and why could the developer not leave it like it is and do 1 acre per house. If there are 70 acres, then he could do 1 house per acre.**

**Tim Hinton stated that the purpose of OSC zoning is to enhance and utilize more property. The developer is setting aside green space and that property will not be touched.**

**Mr. Trammel also has a concern about adding traffic coming out on 83 from adding more houses which will be 360 cars and only one road going in and one road going out. There is a danger now with the subdivisions across the street and this will increase the amount of traffic.**

**Bailee Greene spoke and stated that she lives on a dirt road off Pleasant Valley, and they only get gravel once a year. This is a historic road and they do not want to destroy that. This is a private road and all the people on the road own some part of the road. People go down this road to get to the elementary school.**

**Brian Kinsey came back for rebuttal and stated that there will be a buffer around the entire property. They will need to use septic and will meet State requirements. As to the water flow, they can't address that, and they can't control the traffic. He has**

**pictures of the houses, and they have garages and are very nice houses. Changing this intersection to a T intersection will slow traffic.**

**Timothy Kemp asked about speed bumps and Mr. Kinsey stated that they were not going to do them but could investigate doing that if it is required.**

**Tim Hinton advised that the roads will be under county DOT.**

**Recommendation: Timothy Kemp made a motion to recommend approval as submitted with a second by John Pringle. The motion carried unanimously.**



# Rezone Application # 223060001 Application to Amend the Official Zoning Map of Walton County, Georgia

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

Board of Comm Meeting Date 8-1-2023 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** C1810002B00, C1810002

**Applicant Name/Address/Phone #** Carter Engineering Consultants, Inc. **Property Owner Name/Address/Phone** Natalie Smith

1010 Commerce Drive 6444 Highway 81

Bogart, GA 30622 Loganville, GA 30052

E-mail address: jessica@carterengineering.com (If more than one owner, attach Exhibit "A")

Phone # 770-725-1200 Phone # 404-917-9003

Location: 64.87 acres / 5.00 acres 942, 946 Navaho Trail Requested Zoning OSC Acreage 69.87

Existing Use of Property: residential

Existing Structures: two (2) vacant single-family homes

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

Property is serviced by the following:

Public Water:  Provider: City of Monroe Well: \_\_\_\_\_

Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank:

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

J. Bruce King 05/31/2023 \$550.00  
Signature Date Fee Paid

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

Signs will not be removed until after Board of Commissioners meeting

**Office Use Only:**

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

Comprehensive Land Use: Suburban **DRI Required?** Y \_\_\_\_\_ N

Commission District: 6-Kirklyn Dixon Watershed: \_\_\_\_\_ TMP

I hereby withdraw the above application \_\_\_\_\_ Date \_\_\_\_\_

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

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

1. Existing uses and zoning of nearby property;
 

The properties are bordered by twenty-nine (29) 0.4-acre single-family residences to the west zoned R1, three (3) 5- to 6-acre single-family residences to the north zoned A1 and R1, and three (3) undeveloped parcels to the east and south zoned A1.
  
2. The extent to which property values are diminished by the particular zoning restrictions;
 

The current zoning R1, without the OSC Overlay District, does not allow the developer to achieve the required density. The OSC Overlay District allows for a minimum 0.6-acre lot, while the R1 zoning allows for a minimum 1-acre lot. The developer requires the additional density to justify the purchase of properties and development costs.
  
3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
 

The rezone to OSC Overlay District will create a new single-family residential subdivision that allows for the creation of 64 lots ranging from 0.6-acre to 1.3-acres. The subdivision will also create a new tax base for Walton County.
  
4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
 

As mentioned above, the public receives a new subdivision with the creation of 64 additional residences and the county receives additional tax base. Without the rezone, the developer would only be able to achieve half the proposed density, which would not justify the development.

5. The suitability of the subject property for the zoned purposes; and  
The property is already zoned R1, so the zoning currently allows for a subdivision; however, the zoning does not allow the developer to achieve the required density needed to justify the development. The subject and adjacent properties support a residential subdivision of the proposed density.

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property  
The property features two (2) existing homes that have been vacant for some time. The adjacent subdivision was constructed around 2008.

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### AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Carter Engineering Consultants, Inc.

Address: 3651 Mars Hill Road, Suite 2000, Watkinsville, GA 30677

Telephone: 770-725-1200

Location of Property: 942, 946 Navaho Trail

Map/Parcel Number: C1810002B00, C1810002

Current Zoning: R1 Requested Zoning: OSC

*[Handwritten Signature]*  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Print Name: Natalie Smith

Print Name: \_\_\_\_\_

Address: Youth Monroe Rd.

Address: \_\_\_\_\_

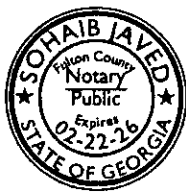
Phone #: 404-917-9003

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.

*[Handwritten Signature]*  
Notary Public

05/18/2023  
Date





Oak Meadows Subdivision  
Letter of Intent  
May 2023

**Letter of Intent**  
**For**  
**Oak Meadows Subdivision**  
Navaho Trail  
Monroe, GA 30655  
(Parcel No(s). C1810002 & C1810002B00)

Prepared By:  
Carter Engineering Consultants  
3651 Mars Hill Rd.  
Suite 2000  
Watkinsville, GA 30677  
May 2023





## Introduction

The property referenced as Tax Parcel No(s). C1810002 & C1810002B00 are currently owned by Natalie Smith. The current owner and the developer, CapEX, Inc., have a contract to purchase the two properties pending approval of this rezone request. The property is currently zoned R1, and the developer wishes to rezone to include the Open Space Community (OSC) Overlay to achieve the required density for a proposed subdivision. A new rezone request has been submitted for approval.

## Site

The site is located off Navaho Trail in Walton County, Georgia. The property is comprised of approximately 70.0-acres. The properties feature two (2) single-family residences that have been vacant for some time.

There are twenty-nine (29) 0.4-acre single family residences to the west of the property zoned R1, three (3) 5.0- to 6.0-acre single family residences to the north zoned R1 and A1, an undeveloped property, Tax Parcel No. C1800024 to the east zoned A1, and Tax Parcels C1810018 and C1810021 to the south zoned A1.

## Development

The developer proposes to construct a single-family residence subdivision that will include 64 single-family 0.6-acre minimum lots, green-space / amenity areas, and roads / infrastructure for the proposed subdivision.

## Access

The current access to the site is currently located off Navaho Trail. The proposed subdivision will feature a new 24-foot access drive off Navaho Trail that will service the 64 single-family lots.

## Setbacks

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



## Traffic

The proposed single-family residence subdivision will have a moderate affect of the traffic along Navaho Trail. The estimated average daily trips (ADT) is 6 trips per residence, and the estimate number of trips during peak hours is 4 trips.

## Water Supply

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

## Sewage Disposal

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

## Utilities

The utilities needed to serve the site are proposed to be underground. The proposed development will require electricity, water, and telephone / data lines. The adjacent subdivision, Deer Creek Subdivision, currently features water, sanitary sewer, underground electricity, and telephone / data. Each of these utilities can be tied into at the existing cul-de-sac along Navaho Trail that will serve as the proposed entrance to the subdivision.

## Solid Waste

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

## Type of Ownership

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

Subject: RE: Oak Meadows Subdivision | 942, 946 Navaho Trail, Monroe, GA 30655



Logan Propes <LPropes@monroega.gov>  
to Jessica Hood

You are viewing an attached message. WALTON COUNTY, GEORGIA Mail can't verify the authenticity of attached messages.

Correct. The city of Monroe will be able to a serve single-family residential development here with water services.

Logan Propes  
City Administrator  
City of Monroe



From: Jessica Hood <[jessica@carterengineering.com](mailto:jessica@carterengineering.com)>  
Sent: Wednesday, May 31, 2023 2:30 PM  
To: Logan Propes <LPropes@MonroeGA.gov>  
Subject: Oak Meadows Subdivision | 942, 946 Navaho Trail, Monroe, GA 30655

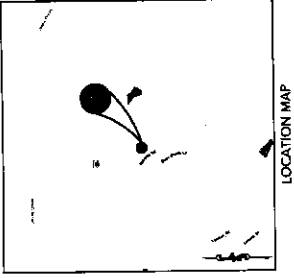
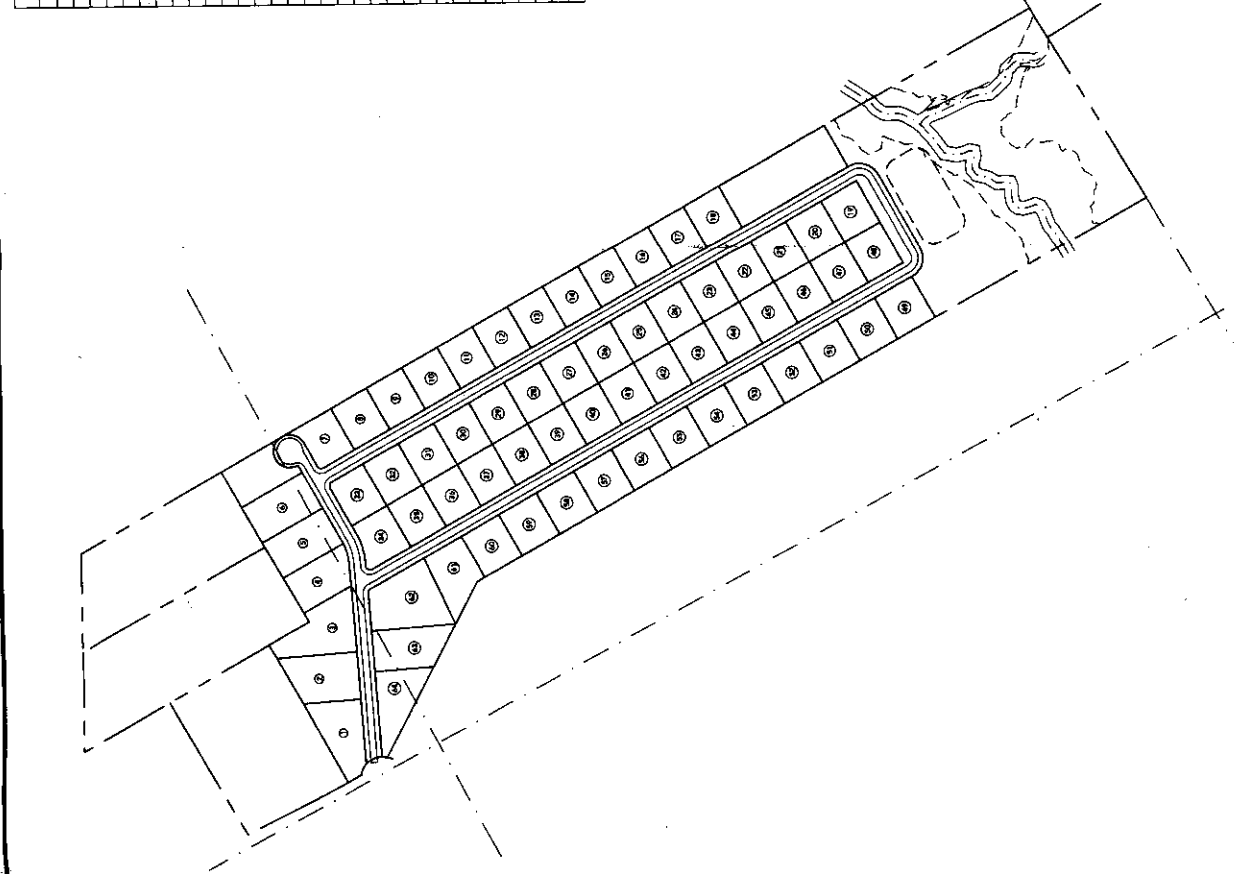
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CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | LAND SURVEYING | LAND DEVELOPMENT | SURVEYING | ENGINEERING SERVICES

PARCEL AREA TABLE	
LOT #	AREA (AC)
1	0.64
2	0.64
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5	0.64
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32	0.64

PARCEL AREA TABLE	
LOT #	AREA (AC)
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97	0.64
98	0.64
99	0.64
100	0.64



**PRELIMINARY**  
BIG CONCEPT ONLY

**CARTER ENGINEERING**  
1000 W. BERRY STREET, SUITE 200  
ATLANTA, GA 30335  
PH: 404.525.1234  
WWW.CARTERENGINEERING.COM

**OAK MEADOWS SUBDIVISION**  
946 NAWAHO TRAIL - MONROE, GA 30655

**SITE DEVELOPMENT PLANS**  
FOR  
OAK MEADOWS SUBDIVISION

**PROJECT NAME:** OAK MEADOWS SUBDIVISION  
**SHEET NUMBER:** C-3.0  
**PROJECT NUMBER:** 23001CCS  
**DATE:** 05/30/23

**NOT FOR RECORDING**

**GEORGIA 811**  
Utilities Division Center, Inc.  
www.georgia811.com  
Call before you dig

**GRAPHIC SCALE**  
SCALE 1" = 200'

**GRID NORTH**



**PRELIMINARY**  
BIG CONCEPT ONLY

**CARTER ENGINEERING**  
1000 W. BERRY STREET, SUITE 200  
ATLANTA, GA 30335  
PH: 404.525.1234  
WWW.CARTERENGINEERING.COM

**OAK MEADOWS SUBDIVISION**  
946 NAWAHO TRAIL - MONROE, GA 30655

**SITE DEVELOPMENT PLANS**  
FOR  
OAK MEADOWS SUBDIVISION

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**GRID NORTH**

**NOT FOR RECORDING**

**GEORGIA 811**  
Utilities Division Center, Inc.  
www.georgia811.com  
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**GRAPHIC SCALE**  
SCALE 1" = 200'

**GRID NORTH**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | LAND PLANNING | LAND SURVEILING | MUNICIPAL SERVICES

**PRELIMINARY**  
NOT FOR CONSTRUCTION

**CARTER ENGINEERING**

OAK MEADOWS SUBDIVISION  
FOR  
SITE DEVELOPMENT PLANS

946 NAVAHO TRAIL - MONROE, GA 30655

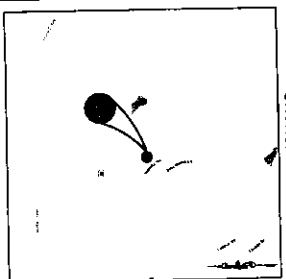
SHEET TITLE: SUBDIVISION LAYOUT  
INSET

PROJECT NAME: OAK MEADOWS SUBDIVISION

SHEET NUMBER: C-3.2

PROJECT NUMBER: 23001CCS

DATE: 05/30/23



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FOR MORE INFORMATION, CONTACT:  
CARTER ENGINEERING, INC.  
1000 W. MONROE AVENUE, SUITE 100  
MONROE, LA 70601  
PHONE: (504) 835-1100  
WWW.CARTERENGINEERING.COM

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**NOT FOR RECORDING**

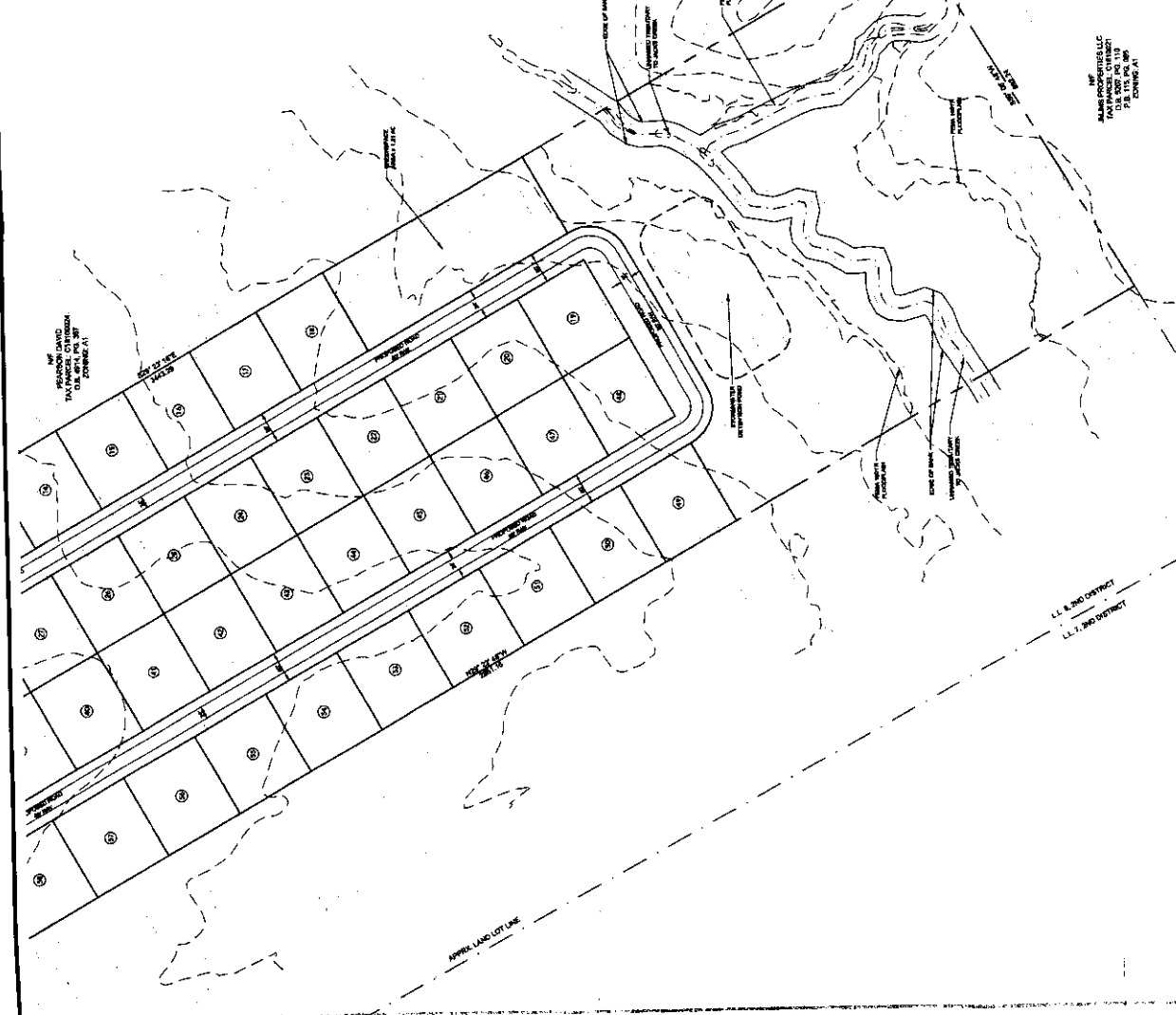
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**GEORGIA811**  
Know what's below  
Call before you dig

100' 0' 100' 200'

GRAPHIC SCALE  
SCALE 1" = 100'

PARCEL AREA TABLE	
LOT #	AREA (AC)
1	0.14
2	0.14
3	0.14
4	0.14
5	0.14
6	0.14
7	0.14
8	0.14
9	0.14
10	0.14
11	0.14
12	0.14
13	0.14
14	0.14
15	0.14
16	0.14
17	0.14
18	0.14
19	0.14
20	0.14
21	0.14
22	0.14
23	0.14
24	0.14
25	0.14
26	0.14
27	0.14
28	0.14
29	0.14
30	0.14
31	0.14
32	0.14



CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | LAND PLANNING | LAND SURVEYING | MUNICIPAL SERVICES

**PRELIMINARY**  
 PRELIMINARY DEVELOPMENT PLAN  
 FOR THE SUBDIVISION OF  
 OAK MEADOWS TRAIL - MONROE GA 30655

**CARTER ENGINEERING**  
 946 NAVAHO TRAIL - MONROE GA 30655  
 4782 W. STATE ST. SUITE 100  
 ATLANTA, GA 30348  
 PHONE: 770-773-1889  
 FAX: 770-773-1899  
 WWW.CARTERENGINEERING.COM

**SITE DEVELOPMENT PLANS**  
 FOR  
 OAK MEADOWS SUBDIVISION  
 946 NAVAHO TRAIL - MONROE GA 30655

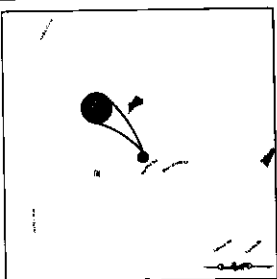
SHEET TITLE:  
 SUBDIVISION LAYOUT  
 INSET

PROJECT NAME:  
 OAK MEADOWS  
 SUBDIVISION

SHEET NUMBER:  
 C-3.1

PROJECT NUMBER:  
 23001CCS

DATE:  
 05/30/23



**NOT FOR RECORDING**

THIS PLAN IS PREPARED FOR THE CLIENT'S USE ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE RESULTS OF THE SERVICES PROVIDED HEREIN. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE RESULTS OF THE SERVICES PROVIDED HEREIN.

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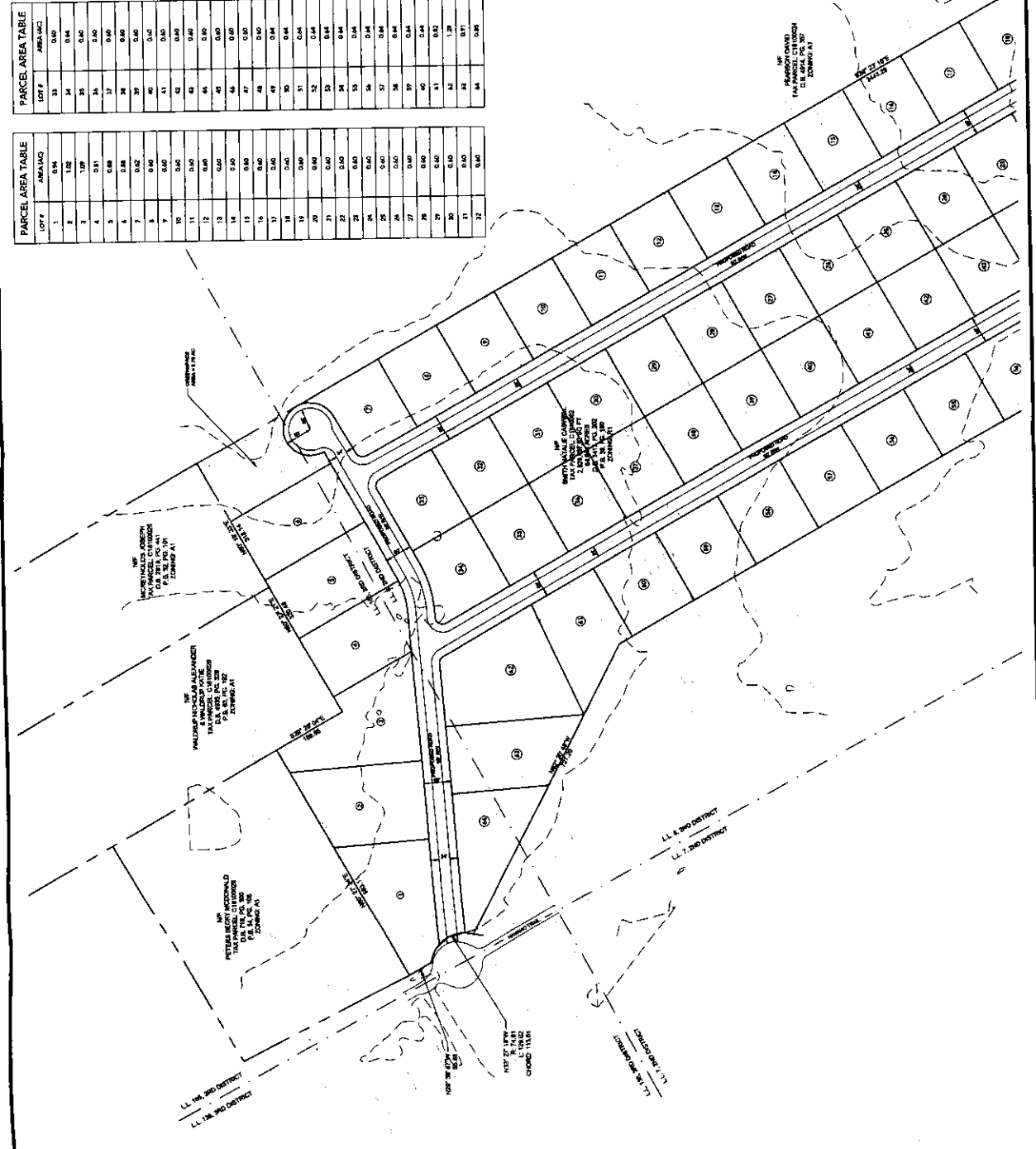
100' 0" 50' 0" 0' 50' 0" 100' 0"

GRAPHIC SCALE  
 SCALE: 1" = 100'

GRID NORTH

LOT #	AREA/AC
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2	1.02
3	1.09
4	0.91
5	0.88
6	0.98
7	0.92
8	0.95
9	0.90
10	0.90
11	0.90
12	0.90
13	0.90
14	0.90
15	0.90
16	0.90
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22	0.90
23	0.90
24	0.90
25	0.90
26	0.90
27	0.90
28	0.90
29	0.90
30	0.90
31	0.90
32	0.90

LOT #	AREA/AC
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34	0.94
35	0.90
36	0.90
37	0.90
38	0.90
39	0.90
40	0.90
41	0.90
42	0.90
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63	0.90
64	0.90
65	0.90





# Planning and Development Department Case Information

Case Number: Z23060002

Meeting Dates: Planning Commission 07-06-2023  
Board of Commissioners 08-01-2023

Current Zoning: A1

Request: Rezone 85.3 acres from A1 to R1OSC for a residential subdivision with 72 lots and Variance to reduce street width to 24' back of curb to back of curb

Address: Pleasant Valley Road, Monroe, Georgia 30655

Map Number: C1810021

Site Area: 85.30 acres

Character Area: Suburban

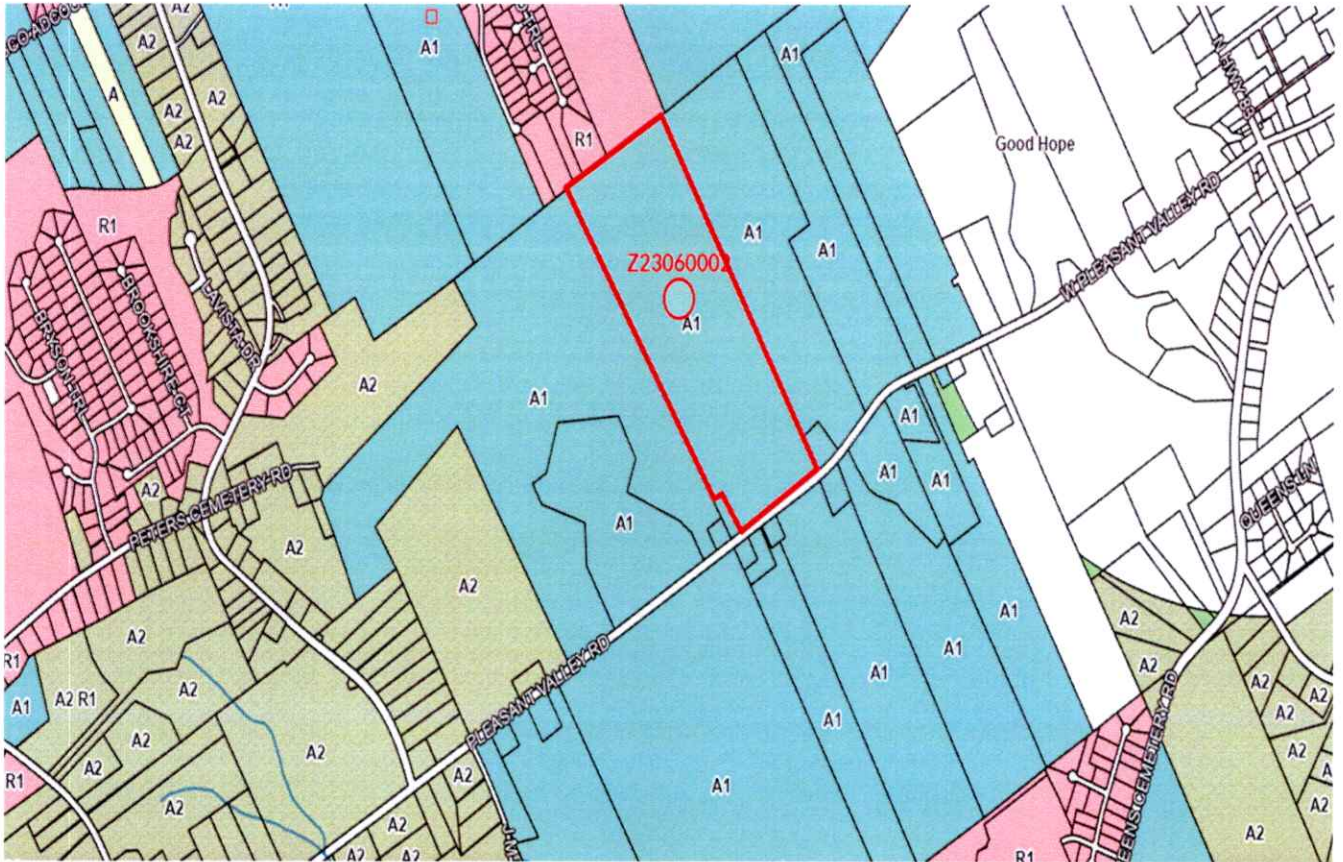
District 6: Commissioner – Kirklyn Dixon Planning Commission – Timothy J Kemp

Applicant:  
Freeman Berrong Properties, LLC  
2145 Creekstone Point Drive  
Cumming, Georgia 30041

Owner:  
JMJMS Properties LLC  
P.O. Box 287/137 Main Street  
Jersey, Georgia 30018



Existing Site Conditions: Property consists of 85.30 acres. The property backs up to Deer Creek Subdivision.



The surrounding properties are zoned R1 and A1.

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

**History:** No History

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

**Public Works:** Public Works Recommends that a Proper Deceleration Lane and Center Turn Lane Be Installed for Safe Ingress and Egress to the Development.

**Sheriffs' Department:** Walton County's population is currently estimated at 103,065 in 2023. The estimated number of households is 33,009. The Walton County Sheriff's

recorded case numbers for the year 2022 was 41496. This is an average of 2.5 calls per residence. The average number of people per household is 2.9. The request for a 70 lot subdivision will increase the population by an average of 203 people which will increase the service demand of the Walton County Sheriff's Office.

**Water Authority:** This area is currently served by a 8" water main along Pleasant Valley Road. (static pressure: 115 psi, Estimated fire flow available: 1,200 gpm @ 20 psi). A new 8" water main will be required to distribute water within the development. Please coordinate with WCWD.

**Per Morris Jordan:** - Z23060002 - Water is available on Pleasant Valley Road. A recent fire flow test at 383 Pleasant Valley Road has a flow of 1,450 gpm. A water allocation request will have to be completed and approved before the full development plans can be submitted for review.

**Fire Marshal Review:** Subdivision shall comply with current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire Hydrant shall be located a minimum of 500 ft. of each other.

**Fire Department Review:** Increased fire and emergency response with the addition of homes in the area.

**Board of Education:** Will have an effect on the Walton County School District, creating the need for more classrooms, teachers and transportation.

**Development Inspector:** No comment received.

**DOT Comments:** Will not effect GDOT.

**Walton EMC:** The request for Pleasant Valley Road - This will leave no room for utilities.

6/14/2023 – E-mail from Walton EMC: I think I was mistaken. Looks like the R/W is standard 50 ft.

**PC ACTION 7/6/2023:**

1. **Rezone Z23060002 – Rezone 85.30 acres from A1 to R1OSC for a residential 72 lot subdivision & Variance to reduce street width to 24' back of curb to back of curb- Applicant: Freeman Berrong Properties LLC, Owner: JMJMS Properties LLC – Property located at Pleasant Valley Rd, Map/Parcel C1810021 – District 6.**

**Before the case was presented – the Board was advised that the Variance part of the case was withdrawn.**

**Presentation: Gary Gettis of Freeman Berrong Properties LLC, advised there they are requesting to rezone the property from A1 to R1 OSC for a very attractive community. There are 85 acres, with 72 lots on .80 plus acres and 21.78 acres will be green space which exceeds what is required for green space. The houses in this zoning must be a minimum of 1,800 sq. ft. but the houses they are proposing will be at 2,200 sq. ft. for single story and two story will be 2,600 to 2,800 sq. ft. and will meet all the buffer requirements. This will be 250' off Pleasant Valley Road and will be tucked away. They are expecting families and active adults to live there.**

**Mr. Hinton advised that we have heard about traffic concerns from the last case and we realize there are the same concerns here so please keep your comments to issues other than traffic and be respectful and give amicable time to others that would like to speak.**

**Speaking: Gail Wilson spoke and was concerned about the time limits and feels that the board should stay here all night if need be because they pay the Planning Commission's salary.**

**David Mullins lives on Pleasant Valley Road; he spoke stating that he was a representative of several members in the City of Good Hope and outside the City of Good Hope. The major concern is the lot sizes. The density of property in the city of Good Hope is 2 acres and there are already too many houses. They are concerned about property values and the traffic flow of gravel trucks. How can they meet the demands of the future. They would like to see the acreage increased and the square footage of one-story homes go above 2,400 sq. ft.**

**Troy Porterfield owns adjoining property running the entire length of the proposed property spoke stating he has owned these 186 acres since 1994 and has improved the property. He stated that the developer is missing the boat. They do not want cheap houses. He lives in a 12,000 sq. ft. house. He wants to see a minimum of 2 acres and 4,000 sq. ft. minimum for a house. He noticed 3 houses going up and they have the hardy plank which he said is cheap. He would like the houses to be brick.**

**Diana Kelsey spoke and stated that she would like to go on the record stating that she moved here 35 years ago because it was the country and now she has subdivisions wrapped on 2 sides of this property. She has concerns about school, septic and traffic.**

**Kent Brown spoke and stated that he lives at 1532 Pleasant Valley Road, and he is speaking for his sister. This property will be up the road from their house. When it rains the water stands and comes from the hill behind the house and down the road and over the road and floods the pasture that is across the road. He stated that with new houses there is going to be a real problem with water. He wants to know what the plans are to fix the water problem with water flooding the roads.**

**Elena Leden stated that she moved into this area from Florida. She is concerned that if there are more people, then there are more problems. There will be problems with the schools and what do we do to hold them accountable. She said that she is a retired firefighter, and she is active in the community and so is her husband. She is concerned about emergency services being able to keep up with the increase in population. This will be an increase in population and will require an increase in infrastructure. She home schools her 4 children. She feels that approving this subdivision would not be good for schools and this would be disappointing and irresponsible.**

**Casey Livsey lives in Twin Oaks Drive which is lower density, and she has 5 acres with a pond. She has called over and over about water issues and her calls have fallen on deaf ears. More people will affect the septic system and the water table there is extremely high. She stated that the green space that they are proposing is in a flood plan. FEMA would be increased, and septic backups and it is a huge concern for herself and other county residents. This is snowballing the service area – the recharge area is shrinking. What is the county doing to help concerned property owners going forward. Before it goes to the Board of Commissioners, she would like to plead that something should be done because after a big rain shower there are water issues.**

**George Ledon spoke regarding Fire & EMS Services stating the area is serviced by a one man show.**

**Mr. Hinton verified with John Howard, County Manager, that all Fire & EMS stations are fully staffed with at least two people.**

**Andy Krech lives on Pleasant Valley Road. He has a concern about the acreage of the homes proposed. He would like them to uphold 2 acres minimum on the lots.**



The applicant came back for rebuttal and stated that he appreciates all and hears the concerns of the people. He stated that this property is outside of the City of Good Hope and they will comply with the guidelines for Walton County. He stated that Mr. Porterfield had been blessed. The houses that are being proposed will be high to low \$500,000 and something that the homeowner will be proud of.

Regarding water runoff, a detention pond will be designed to manage waterflow which will be contained and slowly released. This will be an improvement and good for those surrounding this property.

As far as the issues across the street that they can't do anything about that that he can only deal with his property. The lower density soils available – more undisturbed area and the 24.8 acres will be undisturbed and not touched. The subdivision will be managed by a homeowner's association. The smaller the lots then less streets and more open space.

**Recommendation:** Timothy Kemp stated that he hears and respects the comments, but this is a 2-fold decision. One is a rezone from A1 to R1 OSC and the other is 2 reduce street width which he was advised that the was removed from the request. Timothy Kemp made a motion to recommend approval with a second by Wesley Sisk. John Pringle also recommended approval. The motion to recommend approval carried 4 to 1 with Josh Ferguson voting against the motion.

Mr. Hinton advised if anyone has concerns to go to the Board of Commissioners Meeting on August 1, 2023.

# Rezone Application # 223060002 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 7-6-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**  
Board of Comm Meeting Date 8-1-2023 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

**Map/Parcel** C1810021

<b>Applicant Name/Address/Phone #</b> <u>FREEMAN BERRONG PROPERTIES LLC</u> <u>2145 CREEKSTONE POINT DR</u> <u>CUMMING GA 30041</u> E-mail address: <u>gary@freemanberrong.com</u> Phone # <u>(678) 648 1884</u>	<b>Property Owner Name/Address/Phone</b> <u>JMJMS PROPERTIES LLC</u> <u>PO BOX 287 137 MAIN STREET</u> <u>JERSEY GA 30018</u> (If more than one owner, attach Exhibit "A") Phone # <u>770 932 1900</u>
---	---

Location: PLEASANT VALLEY RD Requested Zoning R1/DSC OVERLAY Acreage 85.3  
Existing Use of Property: VACANT UNDEVELOPED  
Existing Structures: NO STRUCTURES  
The purpose of this rezone is TO CHANGE CURRENT ZONING TO R1/DSC OVERLAY TO A RESIDENTIAL COMMUNITY  
✓ Variance to reduce street width from 24' back of curb to back of curb.  
Property is serviced by the following:  
Public Water:  Provider: WALTON COUNTY Well: \_\_\_\_\_  
Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank: \_\_\_\_\_

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

Signature: [Signature] Date: 30 May 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 R1  
East A1 West A1

Comprehensive Land Use: Suburban **DRI Required?** Y \_\_\_\_\_ N

Commission District: 6 - Kirklyn Dixon Watershed: ✓ TMP ✓

I hereby withdraw the above application \_\_\_\_\_ Date \_\_\_\_\_

Walton County Board of Appeals Application

\*\*\*Please Type or Print Legibly\*\*\*

Variance/Special Exception/Appeal # \_\_\_\_\_

Board of Appeals Meeting Date \_\_\_\_\_ at 6:00PM held at the Walton County Historic Courthouse, 111 S Broad Street, Monroe, Georgia (2<sup>nd</sup> Floor)

DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Recorded Deed  Survey Plat  Site Plan  Proof of Paid Property Taxes \_\_\_\_\_  
\*\*Drawn by Design Professional

Map/Parcel C1810021 Zoning District: 6-Dixon Commission District: 4

Applicant Name/Address/Phone #

FREEMAN BERRONG PROPERTIES LLC  
2145 CREEKSTONE POINT DR  
CUMMING GA 30041

Phone # 678 648 1884

E-mail: gary@freemanberrong.com

Property Owner Name/Address/Phone

JMIMS PROPERTIES LLC  
137 MAIN STREET  
JERSEY GA 30018

Phone # 770 932 1900

Type Request:  VARIANCE  SPECIAL EXCEPTION  APPEAL

Property Location PLEASANT VALLEY ROAD Acreage 85.3

Describe Variance/Special Exception/Appeal: REDUCTION OF STREET WIDTH  
TO 24' BACK OF CURB TO BACK OF CURB

State Reason for request and how these reasons satisfy Article 14 Standards of Review:

AN INCREASE OF STREET WIDTH ENCLOSES INTO EACH  
LOT AND THEREBY REDUCES THE AREA FOR FIELD LINES  
TO SERVICE THE SEPTIC SYSTEM

Public Water:  Well:  Public Sewer:  Septic Tank:

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

Signature [Signature] Date 30 MAY 2023 Fee Paid: \$ \_\_\_\_\_

PUBLIC NOTICE SIGN WILL BE PLACED AND REMOVED BY P & D OFFICE

Administrative Variance granted per Article 14 Section 180

P & D Official: \_\_\_\_\_ Date: \_\_\_\_\_

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: FREEMAN & BERRONG PROPERTIES LLC

Address: \_\_\_\_\_

Telephone: 404-569-4221

Location of Property: PLEASANT VALLEY RD

Map/Parcel Number: 01810021

Current Zoning: A-1 Requested Zoning: OS

Property Owner Signature  
Print Name: Johnson  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Property Owner Signature  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Personally approved and signed by the property owner in the presence of the applicant and the applicant's attorney and the above information is true and correct.

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;

R1 S/D ADJOINING TO NW W/ A1  
CLASSIFICATION TO OTHER PROPERTIES

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

THE PROPOSED ZONING REQUEST SHOULD  
NOT HAVE ANY NEGATIVE OR DIMINISHING  
IMPACT TO ANY PROPERTIES IN THE  
AREA.

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

THE PROPOSED ZONING PROVIDES ADDITIONAL  
HOUSING FOR THE AREA. NO ANTICIPATED  
DESTRUCTION OF SURROUNDING PROPERTY  
VALUES IS EXPECTED

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

THE PUBLIC WILL BENEFIT THROUGH  
ADDITIONAL PROP TAXES GENERATED AS  
COMPARED TO THE CURRENT A1 USE/DESIGNATION

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

THE PROPOSED REQUEST FALLS WITHIN PARAMETERS  
PER LAND USE MAP, WITH COMPLIANCE TO  
THE SUBURBAN CHARACTER AREA.

---

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

THIS PROPERTY HAS NOT BEEN OCCUPIED  
BASED ON TAX RECORDS GOING BACK TO  
2012

---

30 May 2023

Mrs. Parker,

Freeman Berrong Properties LLC is requesting to rezone 85.3 acres, being parcel C1810021, located on Pleasant Valley Road in Good Hope GA. The applicant is requesting to rezone to R1/OSC designation for a residential community of approximately 70 Lots. The proposed homes will be minimum of 2200 sq ft for ranch style homes and 2600 sq ft for two story homes. I am happy to answer any additional questions you may have.

Additionally, the applicant is requesting a variance regarding the width of the subdivision streets to 24' back of curb to back of curb. The reason for the request is the hardship created by wider streets. Larger street widths increase the amount of R/W into each residential lot and thereby reducing the amount of area available for septic system field lines. At the time this project was started, the ordinances at that time were 24' street widths. Therefore, the applicant finds itself underway in design as changes to the design standards are being decided.

Thank you!!

Gary Gettis

Office: (678) 648-1884

[gary@freemanberrong.com](mailto:gary@freemanberrong.com)



**FREEMAN BERRONG**

**PROPOSED/EXISTING**

1. PROJECT NAME: PLEASANT VALLEY ROAD SUBDIVISION MONROE, GA 30655  
 2. PROJECT OWNER: BLUE LANTERNS, LLC  
 3. PROJECT ADDRESS: 3272 PLEASANT VALLEY ROAD, MONROE, GA 30655  
 4. PROJECT CONTACT: JEFFREY W. BERRONG, PROJECT MANAGER, BLUE LANTERNS, LLC, 4500 WOODHOLLOW DRIVE, SUITE 200, MONROE, GA 30655, TEL: (706) 398-4471  
 5. PROJECT TYPE: RESIDENTIAL, SINGLE-FAMILY  
 6. PROJECT PHASE: PRELIMINARY DEVELOPMENT  
 7. PROJECT STATUS: PRELIMINARY DEVELOPMENT  
 8. PROJECT DATE: 10/2019

**1. SUMMARY**

1.1. PROJECT LOCATION: THE PROJECT IS SITUATED IN THE SOUTH-WEST CORNER OF THE INTERSECTION OF PLEASANT VALLEY ROAD AND MONROE AVENUE. THE PROJECT AREA IS CURRENTLY UNDEVELOPED LAND.  
 1.2. PROJECT SIZE: THE PROJECT AREA IS APPROXIMATELY 1.5 ACRES.  
 1.3. PROJECT TYPE: RESIDENTIAL, SINGLE-FAMILY.  
 1.4. PROJECT PHASE: PRELIMINARY DEVELOPMENT.  
 1.5. PROJECT STATUS: PRELIMINARY DEVELOPMENT.  
 1.6. PROJECT DATE: 10/2019.

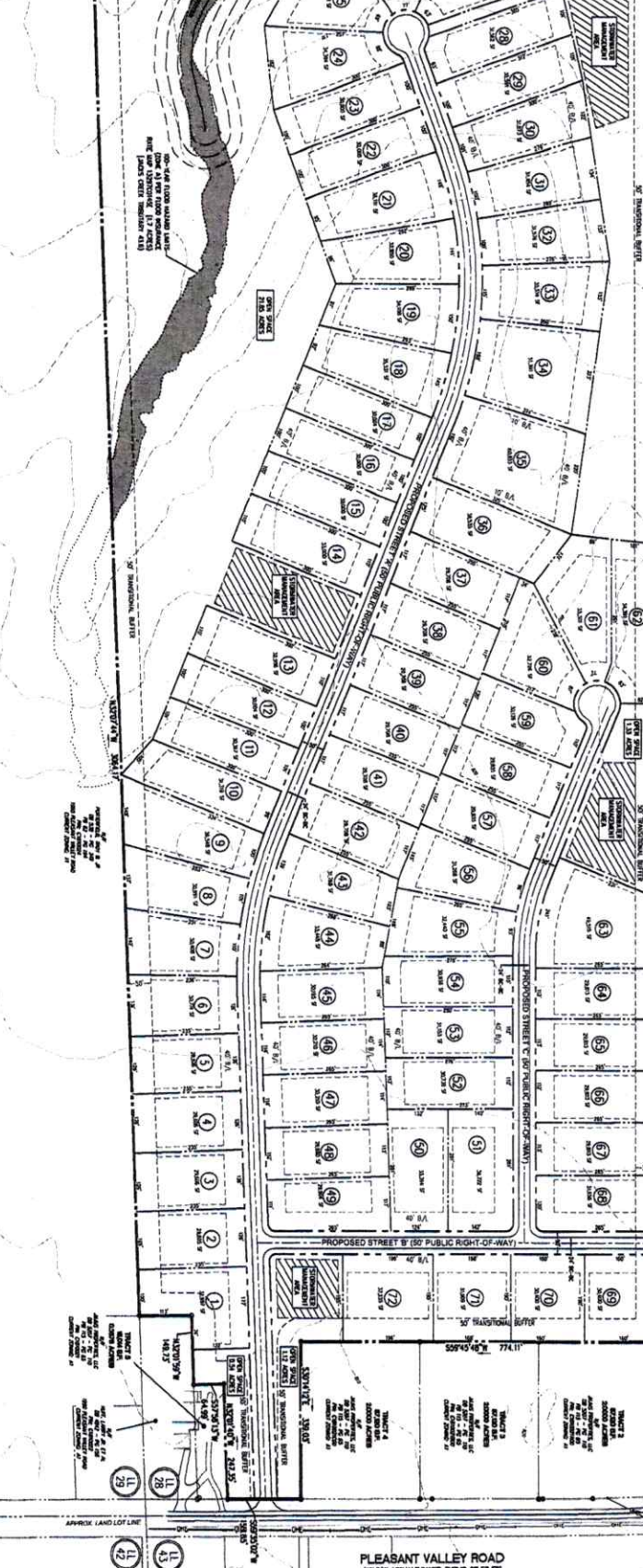
**2. DESCRIPTION**

2.1. PROJECT LOCATION: THE PROJECT IS SITUATED IN THE SOUTH-WEST CORNER OF THE INTERSECTION OF PLEASANT VALLEY ROAD AND MONROE AVENUE. THE PROJECT AREA IS CURRENTLY UNDEVELOPED LAND.  
 2.2. PROJECT SIZE: THE PROJECT AREA IS APPROXIMATELY 1.5 ACRES.  
 2.3. PROJECT TYPE: RESIDENTIAL, SINGLE-FAMILY.  
 2.4. PROJECT PHASE: PRELIMINARY DEVELOPMENT.  
 2.5. PROJECT STATUS: PRELIMINARY DEVELOPMENT.  
 2.6. PROJECT DATE: 10/2019.

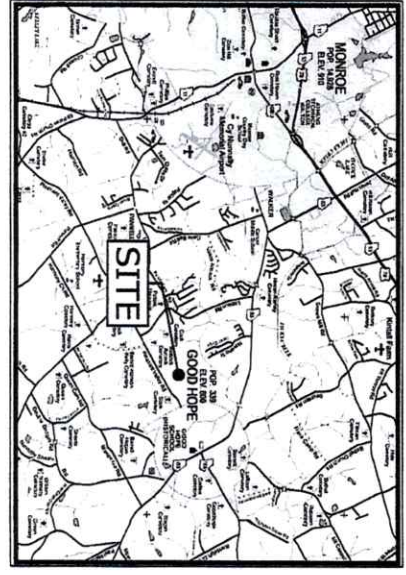
**3. REGULATIONS**

3.1. PROJECT LOCATION: THE PROJECT IS SITUATED IN THE SOUTH-WEST CORNER OF THE INTERSECTION OF PLEASANT VALLEY ROAD AND MONROE AVENUE. THE PROJECT AREA IS CURRENTLY UNDEVELOPED LAND.  
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 3.5. PROJECT STATUS: PRELIMINARY DEVELOPMENT.  
 3.6. PROJECT DATE: 10/2019.

**NOT FOR FINAL RECORDING**



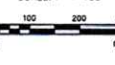
SYMBOL	DESCRIPTION
[Symbol]	EXISTING LOT
[Symbol]	PROPOSED LOT
[Symbol]	EXISTING ROAD
[Symbol]	PROPOSED ROAD
[Symbol]	EXISTING EASEMENT
[Symbol]	PROPOSED EASEMENT
[Symbol]	EXISTING SETBACK
[Symbol]	PROPOSED SETBACK
[Symbol]	EXISTING CURB
[Symbol]	PROPOSED CURB
[Symbol]	EXISTING UTILITY
[Symbol]	PROPOSED UTILITY
[Symbol]	EXISTING TREES
[Symbol]	PROPOSED TREES



VICINITY MAP  
SCALE: NIS

**PLEASANT VALLEY ROAD SUBDIVISION MONROE, GA 30655**

WALDO COUNTY PLANNING DEPARTMENT  
 3272 PLEASANT VALLEY ROAD  
 MONROE, GA 30655  
 PHONE: (706) 398-4471  
 FAX: (706) 398-4472  
 WWW: www.waldocountyga.gov



REZONING EXHIBIT  
 RZ-100



**BLUE LANTERNS LANDWORKS**  
 LANDSCAPE ARCHITECTS  
 4500 WOODHOLLOW DRIVE, SUITE 200  
 MONROE, GA 30655  
 TEL: (706) 398-4471  
 WWW: www.bluelanterns.com



LAW OFFICES  
**LIPSCOMB, JOHNSON, SLEISTER, DAILEY & SMITH, LLP**

112 NORTH MAIN STREET  
 CUMMING, GEORGIA 30040  
 TELEPHONE: 770-887-7761  
 FAX: 770-889-8123

MICHAEL R. SLEISTER  
*Of Counsel*

L. LEE DAILEY  
*(1939-2013)*

EMORY LIPSCOMB  
 COY R. JOHNSON, P.C.  
 PUTNAM CLARK SMITH, P.C.  
 CHRISTOPHER D. LIGHT  
 SEAN COURTNEY  
 ASHLEY B. MASHBURN  
 ANDERSON LIPSCOMB

**WRITTEN EVALUATION AND RESERVATION OF CONSTITUTIONAL RIGHTS  
 REGARDING REZONING APPLICATION FOR  
 FREEMAN BERRONG PROPERTIES, LLC  
 FOR 85.3 ACRES  
 WALTON COUNTY, GEORGIA**

This statement is intended to comply with application procedures established by Walton County, Georgia, and is intended to set forth a preliminary development plan for the subject property, to evaluate the proposed development and conditional use, based upon factors set forth by Walton County and is otherwise intended as a letter of intent for the Subject Property.

In order to be compliant with the Walton County Unified Development Code, more fully described in the Application, incorporated herein by this reference (collectively referred to as the "Applicant's Proposal"), **Freeman Berrong Properties, LLC** (the "Applicant") is seeking to rezone the subject property from A1 (Agricultural District) to R1OSC (Single Family Residential District).

The Applicant will submit plans detailing the use for approval by the Walton County Department of Planning and Development, the Walton County Department of Engineering, the Walton County Department of Water & Sewer, the Walton County Health Department, and any other appropriate governmental agencies, based on conformity with subdivision and zoning requirements, as well as other ordinances, statutes, and regulations.

Permanent access to the property will be from Pleasant Valley Road. Access and traffic should not be a problem.

The Applicant's proposal is of a residential use and located within a residential area therefore, there is no negative impact on the surroundings properties resulting from excessive noise.

Public utilities, water, gas, electricity, are available to the site.

The proposed use will have minimal impact on the county school system, it is believed many of the future residents will be empty nesters.

The Applicant believes the proposed use will enhance surrounding property values. The Applicant's Proposal is consistent with the developing trend in the area, which is of residential character.

Walton County's failure to approve the Applicant's Proposal, as requested by the Applicants, will impose a disproportionate hardship on the Applicants and owners of the Subject Property without benefiting any surrounding property owners. There is no resulting benefit to the public from not allowing the proposed use to be carried out.

The portions of the Walton County Unified Development Code that classify, or may classify, the Subject Property into any non-requested zoning classification or zoning classification that does not permit the proposed use as a matter of right, is, or will be, unconstitutional in that they will constitute a taking of the Applicant's and owners' property rights without first paying fair, adequate, and just compensation for such rights in violation of Art. I, Sec. III, Para. I of the Constitution of the State of Georgia and the Fifth and Fourteenth Amendments to the Constitution of the United States.

The Subject Property is presently suitable for the Applicant's Proposal, as requested by the Applicants. A denial of this Applicant's Proposal, as requested by the Applicants, will constitute an arbitrary and capricious act by the Walton County Board of Commissioners without any basis for such, and will constitute an abuse of discretion in violation of Art. I, Sec. I, Para. I of the Constitution of the State of Georgia and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the Walton County Board of Commissioners to approve the Applicant's Proposal, as requested by the Applicants, will prohibit the only viable economic use of the property, will be unconstitutional, and will discriminate in an arbitrary, capricious, and unreasonable manner between the Applicants and owners, and the owners of similarly situated property, in violation of Art. I, Sec. I, Para. II of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

The Applicant submits that the Board of Commissioners cannot lawfully impose more restrictive standards on the development of the Subject Property than presently exist. To do so not only will constitute a taking of the property as set forth above, but will also amount to an unlawful delegation of the Board's authority in response to neighborhood opposition, in violation of Art. IX, Sec. II, Para. IV of the Constitution of the State of Georgia.

The Applicant further asserts that the Walton County Unified Development Code was not adopted in compliance with the laws or constitutions of Georgia or of the United States, and a refusal to approve the Application based upon provisions illegally adopted would deprive the Applicants of due process of law.

By filing this Written Evaluation, the Applicants reserves all rights and remedies available to it under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity.

Accordingly, the Applicant and owners respectfully request that the Applicant's Proposal be granted, as requested by the Applicants. This Written Evaluation and Reservation of Constitutional Rights shall be included with the Application. The Applicant also reserves the right to amend this statement and the Application by supplementing further responses and documents.



July 26, 2023

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

Reference: Walton County Public Safety  
Award of Guaranteed Maximum Price (GMP) Recommendation

Dear Mr. Thompson:

Please accept our recommendation to award the Guaranteed Maximum Price (GMP) for the project. The scope of work is outline in the attached letter from McCarthy + Barnsley.

Summary of Authorization:

Previously Authorized Services <i>(Preconstruction, CGMP #1, &amp; CGMP #2)</i>	\$59,697,254
Increased Commitment Amount <i>(current authorization recommendation)</i>	\$69,878,427
Total Guaranteed Maximum Price	\$129,575,681

McCarthy + Barnsley has confirmed the budget numbers for these subcontractors are aligned with targets in the overall construction budget for the specific scopes of work being authorized.

In the early release package #2 (CGMP#2) CPS received authority from the County to issue a Notice to Proceed for construction; CPS will issue the Notice to Proceed for August 7, 2023.

The subcontractor selection process utilized to develop the Guaranteed Maximum Price was a competitive process advertised through multiple sources. The selection was made by McCarthy + Barnsley and in almost all cases the low bidders are the recommended subcontractors for award.

Regarding the structural steel scope of work, our recommendation is that McCarthy + Barnsley conducts further analysis and due diligence to award this scope of work to the lowest responsive, responsible bidder. Savings arriving from this analysis should be returned to the Owner.

Comprehensive Program Services, Inc. recommends authorization of GMP to McCarthy + Barnsley.

Sincerely,



Megan Kocikowski  
Vice President

Enclosure: McCarthy + Barnsley letter and GMP



July 21, 2023

Megan Kocikowski  
 Comprehensive Program Services  
 3368 Hardee Avenue  
 Atlanta, Georgia 30341

RE: Walton County Public Safety Complex  
 Exhibit I - fGMP Release

Dear Megan,

Please see the attached final Guaranteed Maximum Price (fGMP) Proposal to release noted trade packages and associated values. McCarthy Barnsley has evaluated subcontractor proposals in determination of the selected subcontractor for each critical trade package. Below you will find a summary of the RFP and evaluation as well as supporting documentation.

- Solicitation – Contact with subcontractors was provided as below:
  - Advertisement via Walton Tribune
  - Engagement and Solicitation via Building Connected solicitation software
  - Public outreach session
- Documents made available to subcontractors:
  - WCPSC – Design Drawings dated 04.26.23
  - WCPSC – Preliminary Schedule
  - WCPSC – Geotechnical Report
  - RFI Responses
- Evaluation of RFP Responses were based on the following:
  - Firm's Capabilities & Qualifications
  - Local Participation Plan
  - Lowest Qualified Bid
- Result of the RFP attached Trade Packages have established recommendations for award as listed in the attachment. These firms are recommended due to their capabilities and experience with similar jail projects.

Below are the listed packages with recommended subcontractor and next steps:

- Bid Package 1A Final Clean – Solicitation to occur at later date
- Bid Package 4A Masonry – C & M Masonry
- Bid Package 5A Structural Steel
- Bid Package 6A Millwork & Casework – Adams Group Cabinetry
- Bid Package 7A Joint Sealants & Waterproofing – TCM Waterproofing
- Bid Package 7B Roofing – Jail Support & Housing – Crabapple Roofing
- Bid Package 7B Roofing – Sheriff Administration, Coroner, Car Wash – Edge 2 Edge Roofing
- Bid Package 7C Metal Panels – Request release on package value for recommended subcontractor to be finalized later



- Bid Package 8A General Works (DFH & Specialties – McCarthy Building Companies
- Bid Package 8B Overhead Doors – Metro Garage Door
- Bid Package 8C Glass & Glazing – Jones Glass
- Bid Package 9A Drywall, Framing, & Ceilings – Mulkey
- Bid Package 9B Flooring – DCO
- Bid Package 9C Terrazzo – Doyle Dickerson Terrazzo
- Bid Package 9D Kitchen Resinous Flooring – Extreme IFC LLC
- Bid Package 9E Painting - Request release on package value for recommended subcontractor to be finalized later
- Bid Package 10B Signage – Flyin’ High Signs
- Bid Package 11C Food Service Equipment – Boelter
- Bid Package 11D Equipment Vehicle Lift - Request release on package value for recommended subcontractor to be finalized later
- Bid Package 11F Car Wash Equipment – Car Wash Chemical Solutions
- Bid Package 11G Evidence Lockers – Nycom
- Bid Package 11H Laundry Equipment – Southeastern Laundry Equipment
- Bid Package 12B Window Treatments – DCO
- Bid Package 12C Lab Casework – Nycom
- Bid Package 14C Elevators – Schindler
- Bid Package 21A Fire Protection – Advantage Fire
- Bid Package 22A Plumbing – Southern Mechanical
- Bid Package 23A HVAC – Ivey Mechanical
- Bid Package 27A ERRC – Motorola Solutions
- Bid Package 32B Paving & Accessories – Brother Georgia Wildcat Paving
- Bid Package 32G Synthetic Turf – CBA Sports
- Bid Package 32H Fences & Gates – Florida Detention
- Bid Package 32I Parking Gates & Arm Barriers – ASPIS Parking Solutions
- Bid Package 32J Landscape – Metro Contracting LLC

Please approve the release of the above packages by signature on this letter.

Sincerely,  
McCarthy Barnsley

Tyler Isgett  
Director of Preconstruction

\_\_\_\_\_  
REVIEW: (CPS)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
APPROVAL: (The Honorable David G. Thompson, Chairman Walton Co.)

\_\_\_\_\_  
Date:

Cc: Rob Schulten, Steve Langdon, Beau Barth, Griffin Hall Precision Planning



**fGMP Release Summary**

		fGMP Release Summary	
		Recommended Subcontractor	Total fGMP
BP#	ITEM OF WORK		TOTAL
1B	Final Clean	TBD	\$78,927
3A	Structural Concrete, Site Concrete, & C&G	McCarthy Building Companies	-\$62,335
4A	Masonry	C & M Masonry	\$6,359,471
5A	Structural Steel		\$4,490,349
6A	Millwork & Casework	Adams Group Cabinetry	\$554,726
7A	Joint Sealants & Waterproofing	TCM Waterproofing	\$973,130
7B	Roofing	Crabapple & Edge 2 Edge	\$2,698,632
7C	Metal Panels	TBD	\$804,225
8A	General Works - DFH & Specialties	McCarthy Building Companies	\$2,577,292
8B	Overhead Doors	Metro Garage Door	\$279,283
8C	Glass & Glazing	Jones Glass	\$1,183,375
9A	Drywall, Framing, & Ceilings	Mulkey	\$3,363,900
9B	Flooring	DCO	\$852,307
9C	Terrazzo	Doyle Dickerson Terrazzo	\$52,500
9D	Kitchen Resinous Flooring	Extreme IFC LLC	\$57,433
9E	Painting	TBD	\$1,115,693
10B	Signage	Flyin' High Signs	\$106,630
10F	Pre-Engineered Canopies	Peachtree Protective Covers	\$129,147
11C	Food Service Equipment	Boelter Company	\$1,038,207
11D	Equipment - Vehicle Lift	TBD	\$5,000
11E	Equipment - Coroner Cooler	BY OWNER	\$0
11F	Car Wash Equipment	Car Wash Chemical Solutions	\$69,202
11G	Evidence Lockers	Nycom	\$87,455
11H	Laundry Equipment	Southeastern Laundry Equipment	\$235,400
12A	Detention Equipment	Pauly Jail	\$156,788
12B	Window Treatments	DCO	\$44,835
12C	Lab Casework	Nycom	\$77,610
14C	Elevators	Schindler	\$99,600
21A	Fire Protection	Advantage Fire	\$1,262,600
22A	Plumbing	Southern Mechanical	\$9,635,747
23A	HVAC	Ivey Mechanical	\$11,365,920
26A	Electrical	West GA Electric	\$7,976,775
27A	ERRC	Motorola Solutions	\$134,904
27B	Communications		\$0
28A	Audio Visual		\$0
32B	Paving and Accessories	Brothers Georgia Wildcat Paving	\$1,408,984
32G	Synthetic Turf	CBA Sports	\$38,046
32H	Fences & Gates	Florida Detention	\$799,700
32I	Parking Gates & Arm Barriers	ASPIS Parking Solutions	\$32,921
32J	Landscape	Metro Contracting LLC	\$397,612
51	Program Reduction VM Items		-\$500,000
<b>Subtotal</b>			<b>\$ 59,981,991</b>





**fGMP Release Summary**

		fGMP Release Summary	
		Total fGMP	
BP#	ITEM OF WORK	Recommended Subcontractor	TOTAL
	Preconstruction Services		\$0
	General Conditions		\$3,185,398
	General Requirements		\$1,651,342
	Insurances		-\$22,598
	Bond		\$1,578
	Subguard		\$897,281
	Construction Contingency		\$1,592,853
	Fee (3.85%)	3.85%	\$2,590,582
	<b>Construction Total</b>		<b>\$ 69,878,427</b>



Walton County  
Public Safety Complex

Monroe, GA

July 20, 2023

## Project Executive Summary & Potential Cost Plan

<b>TOTAL PROJECT BUDGET</b>		<b>TOTALS</b>
Fire Marshall Set Pricing (w/ MEP Update) - 06.23.2023		\$ 133,749,967
<b>Total</b>		<b>\$ 133,749,967</b>
<b>1 ACCEPTED VE OPTIONS</b>		<b>TOTALS</b>
Accepted Value Engineering Options		\$ (3,674,286)
<b>Total with Accepted VE</b>		<b>\$ 130,075,681</b>
<b>2 PROGRAM VE (Rough Order of Magnitude)</b>		<b>TOTALS</b>
Defer Car Wash Building		\$ (250,000)
Shell 6 Medical Cells		\$ (250,000)
<b>Total if Program is Reduced per Above</b>		<b>\$ 129,575,681</b>
<b>3 REJECTED VE</b>		<b>TOTALS</b>
Rejected Value Engineering Options		\$ (1,480,710)
<b>4 PROJECT ALTERNATES</b>		<b>TOTALS</b>
Courthouse Public Drive & Parking		\$ 1,256,146
Courthouse Secure Access Drive		\$ 299,583
Downspout Piping		\$ 116,270
Dayroom Security Glazing		TBD
Staff Dining Equipment		\$ 220,827
Security Glass at Housing Mezzanine in lieu of Commercial		\$ 363,110
Contractor Provided Full Signage Package		\$ 45,000
Change Main Electrical Service from 1 to 3 Feeds		TBD
<b>TOTAL ALTERNATES</b>		<b>\$ 2,300,935</b>



cGMP Release Summary to Date

		cGMP Release Summary To Date					
BP#	ITEM OF WORK	Recommended Subcontractor	Preconstruction Release	CGMP No. 01 Design-Assist & Early Release	cGMP No. 02 Early Release Package	FGMP Release Package	
			TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
1A	Final Clean	TBD	\$0	\$0	\$0	\$78,927	\$78,927
3A	Structural Concrete, Site Concrete, & C&G	McCarthy Building Companies	\$0	\$0	\$7,905,844	-\$62,335	\$7,843,509
3B	Precast	Metromont	\$0	\$480,000	\$7,166,425	\$0	\$7,646,425
4A	Masonry	C & Masonry	\$0	\$0	\$0	\$6,359,471	\$6,359,471
5A	Structural Steel		\$0	\$0	\$0	\$4,490,349	\$4,490,349
6A	Millwork & Casework	Adams Group Cabinetry	\$0	\$0	\$0	\$554,726	\$554,726
7A	Joint Sealants & Waterproofing	TCM Waterproofing	\$0	\$0	\$0	\$973,130	\$973,130
7B	Roofing	Crabapple & Edge 2 Edge	\$0	\$0	\$0	\$2,698,632	\$2,698,632
7C	Metal Panels	TBD	\$0	\$0	\$0	\$804,225	\$804,225
8A	General Works (DFH & Specialties)	McCarthy Building Companies	\$0	\$0	\$0	\$2,577,292	\$2,577,292
8B	Overhead Doors	Metro Garage Door	\$0	\$0	\$0	\$279,283	\$279,283
8C	Glass & Glazing	Jones Glass	\$0	\$0	\$0	\$1,183,375	\$1,183,375
9A	Drywall, Framing, & Ceilings	Mulkey	\$0	\$0	\$0	\$3,363,900	\$3,363,900
9B	Flooring	DCO	\$0	\$0	\$0	\$852,307	\$852,307
9C	Terrazzo	Doyle Dickerson Terrazzo	\$0	\$0	\$0	\$52,500	\$52,500
9D	Kitchen Resinous Flooring	Extreme IFC LLC	\$0	\$0	\$0	\$57,433	\$57,433
9E	Painting	TBD	\$0	\$0	\$0	\$1,115,693	\$1,115,693
10B	Signage	Flyin' High Signs	\$0	\$0	\$0	\$106,630	\$106,630
10F	Pre-engineered Canopies	Peachtree Protective Covers	\$0	\$0	\$0	\$129,147	\$129,147
11C	Food Service Equipment	Boelter Company	\$0	\$0	\$0	\$1,038,207	\$1,038,207
11D	Equipment - Vehicle Lift	TBD	\$0	\$0	\$0	\$5,000	\$5,000
11E	Equipment - Coroner Cooler	NA	\$0	\$0	\$0	\$0	\$0
11F	Car Wash Equipment	Car Wash Chemical Solutions	\$0	\$0	\$0	\$69,202	\$69,202
11G	Evidence Lockers	Nycom	\$0	\$0	\$0	\$87,455	\$87,455
11H	Laundry Equipment	Southeastern Laundry Equipment	\$0	\$0	\$0	\$235,400	\$235,400
12A	Detention Equipment	Pauly Jail	\$0	\$83,000	\$22,940,400	\$156,788	\$23,180,188
12B	Window Treatments	DCO	\$0	\$0	\$0	\$44,835	\$44,835
12C	Lab Casework	Nycom	\$0	\$0	\$0	\$77,610	\$77,610
14C	Elevators	Schindler	\$0	\$0	\$0	\$99,600	\$99,600
21A	Fire Protection	Advantage Fire	\$0	\$0	\$0	\$1,262,600	\$1,262,600
22A	Plumbing	Southern Mechanical	\$0	\$0	\$0	\$9,635,747	\$9,635,747
23A	HVAC	Ivey Mechanical	\$0	\$0	\$0	\$11,365,920	\$11,365,920
26A	Electrical	West Georgia Electric	\$0	\$520,000	\$1,676,700	\$7,976,775	\$10,173,475
27A	ERRC	Motorola Solutions	\$0	\$0	\$0	\$134,904	\$134,904
27B	Communications		\$0	\$0	\$0	\$0	\$0
28A	Audio Visual		\$0	\$0	\$0	\$0	\$0
31A	Earthwork & Grading	Brent Scarbrough & Company	\$0	\$0	\$7,404,550	\$0	\$7,404,550
32B	Paving & Accessories	Brothers Georgia Wildcat Paving	\$0	\$0	\$0	\$1,408,984	\$1,408,984
32G	Synthetic Turf	CBA Sports	\$0	\$0	\$0	\$38,046	\$38,046
32H	Fences & Gates	Florida Detention	\$0	\$0	\$0	\$799,700	\$799,700
32I	Parking Gates & Arm Barriers	ASPIS Parking Solutions	\$0	\$0	\$0	\$32,921	\$32,921
32J	Landscape	Metro Contracting LLC	\$0	\$0	\$0	\$397,612	\$397,612
51	VM Program Changes		\$0	\$0	\$0	-\$500,000	-\$500,000
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 1,083,000</b>	<b>\$ 47,093,919</b>	<b>\$ 59,981,991</b>	<b>\$ 108,158,910</b>



cGMP Release Summary to Date

		cGMP Release Summary To Date					
BP#	ITEM OF WORK	Recommended Subcontractor	Preconstruction Release	CGMP No. 01 Design-Assist & Early Release	cGMP No. 02 Early Release Package	fGMP Release Package	
			TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	Preconstruction Services		\$496,640	\$0	\$118,052	\$0	\$614,692
	General Conditions		\$0	\$174,066	\$2,523,670	\$3,185,398	\$5,883,134
	General Requirements		\$0	\$0	\$1,027,088	\$1,651,342	\$2,678,430
	Insurances		\$0	\$16,870	\$1,755,000	-\$22,598	\$1,749,272
	Bond		\$0	\$7,754	\$713,700	\$1,578	\$723,032
	Subguard		\$0	\$18,694	\$706,409	\$897,281	\$1,622,384
	Construction Contingency		\$0	\$37,712	\$1,734,330	\$1,592,853	\$3,364,895
	Fee (3.85%)		\$0	\$51,517	\$2,138,833	\$2,590,582	\$4,780,932
	<b>Construction Total</b>		<b>\$ 496,640</b>	<b>\$ 1,389,613</b>	<b>\$ 57,811,001</b>	<b>\$ 69,878,427</b>	<b>\$ 129,575,681</b>



Walton County  
Public Safety Complex

Monroe, GA

July 21, 2023

Total GMP Recap

BP#	ITEM OF WORK	Potential Recommended Subcontractors	Total Cost of Trades Budget Update 07.21.2023
			TOTAL
1B	Final Clean	TBD	\$78,927
3A	Structural Concrete, Site Concrete, & C&G	McCarthy Building Companies	\$7,905,844
3B	Precast	Metromont	\$7,646,425
4A	Masonry	C & M Masonry	\$6,413,471
5A	Structural Steel		\$4,581,304
6A	Millwork & Casework	Adams Group Cabinetry	\$554,726
7A	Joint Sealants & Waterproofing	TCM Waterproofing	\$973,130
7B	Roofing	Crabapple & Edge 2 Edge	\$2,928,978
7C	Metal Panels	TBD	\$836,225
8A	General Works - DFH & Specialties	McCarthy Building Companies	\$2,717,040
8B	Overhead Doors	Metro Garage Door	\$279,283
8C	Glass & Glazing	Jones Glass, Inc	\$1,183,375
9A	Drywall, Framing, & Ceilings	Mulkey	\$3,409,400
9B	Flooring	DCO	\$892,208
9C	Terrazzo	Doyle Dickerson Terrazzo	\$82,800
9D	Kitchen Resinous Flooring	Extreme IFC LLC	\$57,433
9E	Painting	TBD	\$1,355,812
10B	Signage	Flyin' High Signs	\$106,630
10F	Pre-Engineered Canopies	Peachtree Protective Covers	\$129,147
11C	Food Service Equipment	Boelter Company	\$1,072,345
11D	Equipment - Vehicle Lift	TBD	\$5,000
11E	Equipment - Coroner Cooler	BY Owner	\$90,459
11F	Car Wash Equipment	Car Wash Chemical Solutions	\$69,202
11G	Evidence Lockers	Nycom	\$87,455
11H	Laundry Equipment	Southeastern Laundry Equipment	\$235,400
12A	Detention Equipment	Pauly Jail	\$23,106,400
12B	Window Treatments	DCO Inc	\$44,835
12C	Lab Casework	Nycom	\$77,610
14C	Elevators	Schindler	\$99,600
21A	Fire Protection	Advantage Fire	\$1,262,600
22A	Plumbing	Southern Mechanical	\$10,054,110
23A	HVAC	Ivey Mechanical	\$12,386,721
26A	Electrical	West GA Electric	\$11,017,850
27A	ERRC	Motorola Solutions	\$134,904
27B	Communications		\$0
28A	Audio Visual		\$0
31A	Earthwork & Grading	Brent Scarbrough & Company	\$7,404,550
32B	Paving and Accessories	Brothers Georgia Wildcat Paving	\$1,474,209
32G	Synthetic Turf	CBA Sports	\$38,046
32H	Fences & Gates	Florida Detention	\$837,420
32I	Parking Gates & Arm Barriers	ASPIS Parking Solutions	\$32,921
32J	Landscape	Metro Contracting LLC	\$397,612



Walton County  
Public Safety Complex

Monroe, GA

July 21, 2023

Total GMP Recap

		Potential Recommended Subcontractors	Total Cost of Trades Budget Update 07.21.2023
BP#	ITEM OF WORK		TOTAL
50	Value Management - Accepted Items		-\$3,402,497
51	VM - Program VE		-\$500,000
<b>Subtotal</b>			<b>\$ 108,158,910</b>
	Preconstruction Services		\$614,692
	General Conditions		\$5,883,134
	General Requirements		\$2,678,430
	Insurances		\$1,749,272
	Bond		\$723,032
	Subguard		\$1,622,384
	Escalation Allowance		\$0
	Construction Contingency		\$3,364,895
	Fee (3.85%)		\$4,780,932
<b>Construction Total</b>			<b>\$ 129,575,681</b>

July 11, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, July 11, 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, Facilities Director Hank Shirley, Parks & Recreation Director Jody Johnson, 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 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

## ADOPTION OF AGENDA

County Manager John Ward requested to add an appointment to the Board of Appeals. Chairman Thompson requested to move Item 5.1 Settlement of Z20110015 so that an interpreter could be present.

***Motion:** Commissioner Banks made a motion, seconded by Commissioner Shelnett to adopt the Agenda adding the appointment and moving Item 5.1 until the interpreter was present. All voted in favor.*

## PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Approval of CU23040038 - Conditional Use for outside storage - Applicant: Fast Cutting, LLC (Alexandra Karakos)/Owners: Todd & Teresa Hicks - Property located at 2955 Hwy. 81, Map/Parcel N047A003 - District 2

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

***Motion:** Commissioner Banks made a motion, seconded by Commissioner Shelnett to approve the Conditional Use. All voted in favor.*

Denial of Z23040021 - Rezone 8.74 acres from A1 to B3 for truck parking facility and Variance to reduce minimum building setback to 5 ft. on eastern side of property - Applicant: Grewal Ventures, LLC c/o Sonny Singh/Owner: Pinnacle Sports Academy LLC - Property located at 120 Hwy. 78, Map/Parcel C1890002 - District 4

Chairman Thompson opened the public hearing on the matter. John Brewer spoke on behalf of the applicant. Russell Bennett spoke in opposition. Chairman Thompson closed the public hearing on the matter.

***Motion:*** *Commissioner Bradford made a motion to accept the recommendation of the Planning Commission to deny the rezone and variance. Commissioner Dixon seconded the motion. Commissioners Warren, Shelnut, Bradford, Adams and Dixon voted in favor. Commissioner Banks opposed the motion. The motion carried 5-1.*

## **PLANNING & DEVELOPMENT**

AZ23060003 - Request to remove buffer on right side of driveway - Applicant/Owner: Walton Co. Veterans Assoc., Inc - Property located at 1700 Snows Mill Rd., Map/Parcel C1650002 - District 6

Chairman Thompson opened the public hearing on the matter. Sheriff Joe Chapman and Harold Palmer spoke in favor of the request to remove the 250 ft. conditioned buffer in order to be utilize the property. Due to the lay of the land they are not able to meet the 250 ft. buffer and would like the condition removed. Ryan Turgeon spoke in opposition. Planning Director Charna Parker advised that the ordinance would still require a 50 ft. buffer. Chairman Thompson closed the public hearing on the matter.

***Motion:*** *Commissioner Dixon made a motion to approve with the required 50 ft. buffer per the ordinance. Commissioner Bradford seconded the motion and all voted in favor.*

OA23030030 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 04/03/2023 (tabled 6/4/2023) Errata #3 – Amendment to Article 4, Part 1, Section 110 Agricultural District “A”

Chairman Thompson opened the public hearing on the matter. Planning Director Charna Parker stated that the amendment would change the “A” zoning from 5 acres to 2 acres for agriculture and commercial uses and recommended to also change the minimum house size to 1400 sq. ft. to be the same footage required in A1 and A2 zonings. No one spoke during the public hearing. Chairman Thompson closed the public hearing.

***Motion:*** *Commissioner Adams made a motion to approve the amendment with the recommended 1400 sq. ft. minimum. Commissioner Shelnut seconded the motion. All voted in favor.*

Settlement of Z20110015 - Rezone 85.48 acres from A1 to R1 with conditions for a residential subdivision - Applicant: Lexes Homes, Inc./Owner: Snows Mill Road, LLC - Property located on Snows Mill Rd. - Map/Parcel C1790044 & 44A - District 4

Chairman Thompson opened the public hearing on the matter. Planning Director Charna Parker presented the case. She explained that this matter was previously denied in February of 2021 and the owner was making an alternative proposal to settle the matter. The Planning & Development Office advertised the rezone but inadvertently did not post the sign and send notifications therefore,



no decision could be made on the matter tonight but would allow for the public hearing since it was advertised.

Chairman Thompson opened the public hearing on the matter. Attorney Matt Reeves representing Lexes Homes spoke in favor of the rezone. Candace Donahue, Tommy Nash and Mark Cain spoke in opposition. Bruce Verge and Josh Parker stated they were not for or against but would like for everyone to work together moving forward with a solution for all. Chairman Thompson closed the public hearing on the matter. No decision was made.

At 7:01 p.m., Commissioner Banks made a motion for a 5 minute break. Commissioner Shelnett seconded the motion and all voted in favor. At 7:07 p.m., Commissioner Warren made a motion, seconded by Commissioner Dixon to return to regular session. All voted in favor.

**ADMINISTRATIVE CONSENT AGENDA**

- 1. Approval of June 6, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Ratifications of Actions taken by WCWSA on June 27, 2023
- 4. Wex Health Payment Card Transaction Substantiation Waiver
- 5. Pharmacy Services Agreement Amendment – Veracity Benefits, LLC
- 6. Amendment to Inmate Medical Agreement – Correct Health
- 7. MOU – USDA Forest Service – Unmanned Aircraft System Flight Area Agreement
- 8. Walton Co. EMA – Emergency Operations Plan Update
- 9. Walton Co. EMA – Volunteer Coordination and Donations Management Plan
- 10. Acceptance of Resignation Walton Co. Planning Commission (Dist. 4)
- 11. Walton Co. Purchasing Ordinance Update

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

**RESOLUTIONS**

Walton County Consent Resolution - Walton Co. Water & Sewer Authority (Oconee-HLC), Series 2023

***Motion:** Commissioner Shelnett made a motion, seconded by Commissioner Adams to approve Resolution, voted and carried unanimously.*

**CONTRACTS**

Talitrix - Agreement for Inmate Monitoring

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Warren to approve the updated version of the agreement. All voted in favor.*

**PARKS & RECREATIONS**

Agreement - Forte Payment Systems - Parks & Recreation Credit Card Processing

Parks & Recreation Director Jody Johnson presented the agreement. The agreement will allow for online registration and other fees collected by Parks and Recreation.

**Motion:** *Commissioner Banks made a motion to approve the agreement. Commissioner Adams seconded the motion; voted and carried unanimously.*

**ACCEPTANCE OF BIDS/PROPOSALS**

Proposals - Metal Buildings - EMS/Storage and Modifications to existing building for Pickle Ball Courts

Facilities Director Hank Shirley presented the bids.

**Motion:** *Commissioner Dixon made a motion to accept the low bid from Drummond Construction for the EMS and Elections storage building in the amount of \$180,349.00 and the low bid from Bayne Development Group for building modifications at Criswell Road for pickleball courts and 4-H S.A.F.E programs in the amount of \$163,373.00. Commissioner Adams seconded the motion and all voted in favor.*

**APPOINTMENTS**

Appointment - NEGRC Council Private Sector Representative

**Motion:** *Commissioner Shelnutt made a motion to reappoint Shane Short to the NEGRC Council as Private Sector Representative. Commissioner Adams seconded the motion, all voted in favor.*

Appointment - Walton Co. Water & Sewerage Authority (Dist. 2)

**Motion:** *Commissioner Banks made a motion to appoint Matt Arp to the WCWSA until Wendell Geiger is able to return. Commissioner Bradford seconded the motion; voted and carried unanimously.*

Appointment - Walton Co. Planning Commission (Dist. 4)

Appointment – Walton Co. Board of Appeals (Dist. 4)

**Motion:** *Commissioner Bradford made a motion to remove Keith Prather from the Board of Appeals and appoint him to the Walton Co. Planning Commission and to appoint William Malcom to the Board of Appeals. Commissioner Warren seconded the motion. All voted in favor.*

**DISCUSSION**

County Manager's Report/Update

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

**EXECUTIVE SESSION**

***Motion:** At 7:22 p.m., Commissioner Adams made a motion, seconded by Commissioner Shelnutt to enter into Executive Session to discuss real estate matters. All voted in favor.*

***Motion:** At 7:40 p.m., Commissioner Adams made a motion, seconded by Commissioner Shelnutt to return to regular session. All voted in favor.*

The Chairman announced that he would like to make three motions.

***Motion:** Chairman Thompson made a motion to purchase the underlying fee simple interest of the 55.49 acres parcel owned by East Village Reserve, LLC between Hwy. 78 and Baker Street for \$92,441.00 which is \$1,684.11 per acre. Commissioner Shelnutt seconded the motion; voted and carried unanimously.*

***Motion:** Chairman Thompson made a motion to condemn the Atlantic Coast Conservancy’s interest in the 55.49 acres parcel owned by East Village Reserve, LLC for an access road from Hwy. 78 to the current and future Government Building Complex based upon an appraised value of \$110,000 which is approximately \$2,000.00 per acre. Commissioner Adams seconded the motion and all voted in favor.*

***Motion:** Chairman Thompson made a motion to condemn the Atlantic Coast Conservancy’s interest in the remaining 116.806 acres formerly owned by Jack’s Creek Reserve, LLC which is adjacent to the new Public Safety Complex for road right of way and future government buildings and purposes based upon appraised value of \$221,984.00 which is approximately \$1,900.00 per acre. Commissioner Shelnutt seconded the motion and all voted in favor.*

**ADJOURNMENT**

***Motion:** Commissioner Shelnutt made a motion, seconded by Chairman Thompson, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:43 p.m.*

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

\_\_\_\_\_  
DAVID G. THOMPSON, CHAIRMAN

\_\_\_\_\_  
RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners  
Purchases \$25,000.00

Item 7.2.

Meeting

August 1, 2023

Department	Fund	Description	Payee	Amount
<b>Budget Year FY 23 &amp; FY 24</b>				
	<b>100</b>	Premium for August 2023 - <b>For the Record</b>	One America	<b>\$34,812.98</b>
<b>Various</b>	<b>Various</b>	Replenish Funds in W. Comp Trust June 2023 <b>For the Record</b>	Walton County BOC-Workers Comp Trust Fund	<b>\$46,255.00</b>
<b>Law</b>				
	1530	<b>100</b> General Legal Fees June 2023 - <b>For the Record</b>	Atkinson Ferguson	<b>\$28,127.60</b>
	1530	<b>100</b> Legal Fees Inv #7026 to 7027 - <b>For the Record</b>	Atkinson Ferguson	<b>\$5,798.00</b>
<b>Data Processing/MIS</b>				
	1535	<b>100</b> GETAC F110 Tablets w/ chargers & hand strap	SHI International Corp	<b>\$34,663.44</b>
<b>Superior Court</b>				
	2180	<b>100</b> Jury Fees	Clerk, Walton Superior Court	<b>\$25,000.00</b>
<b>Sheriff's Office</b>				
	3300	<b>100</b> DSR 2x Radar with remote (10)	Applied Concepts, Inc	<b>\$33,770.00</b>
	3300	<b>100</b> APX 4500 Enhanced Radio (11)	Motorola Soutions, Inc	<b>\$53,823.33</b>
	3300	<b>100</b> Slicktop (2) 2023 Charger	West Chatham Warning Devices, Inc	<b>\$53,317.69</b>
	3300	<b>100</b> Roof Mount (8) 2023 Charger	West Chatham Warning Devices, Inc	<b>\$200,433.84</b>
<b>Jail</b>				
	3325	<b>100</b> Medical For Inmates - September 2023	Correct Health	<b>\$179,741.16</b>
	3325	<b>100</b> Housed Out Inmates-June 2023	Barrow County BOC	<b>\$45,815.00</b>
	3325	<b>100</b> Inmate Meals-5/29 to 5/31 & June 2023	Kimble's Food By Design,INC.	<b>\$56,988.55</b>
<b>EMS</b>				
	3610	<b>531</b> 2023 Ram 3500 Chassis	Ginn Crysler Jeep Dodge, LLC	<b>\$62,895.00</b>
<b>Public Works</b>				
	4220	<b>100</b> Bradley Gin @ US 78/Youth Jersey @ Broadnax Mill	Precision Planning, Inc.	<b>\$26,638.77</b>
	4220	<b>100</b> Sidewalk & Concrete Repair-Various Locations	Black Oak, Inc.	<b>\$42,000.00</b>
	4220	<b>100</b> GAB Crusher Run - Driveways & Mailbox	Hanson Aggregates Southeast, LLC	<b>\$38,500.00</b>
	4220	<b>100</b> Cold Patch & Asphalt 9.5 mm Various Roads	ER Snell Contractor, Inc	<b>\$109,700.00</b>
	4220	<b>100</b> APX 900 7/800 MHZ Model 2 Portable Radio	Motorola Solutions, Inc	<b>\$45,884.20</b>

Department	Fund	Description	Payee	Amount	
<b>Unpaved Streets</b>					
	4222	100	GAB Crusher Run - Various County Roads	Hanson Aggregates Southeast, LLC	\$38,500.00
	4222	100	Liquid Calcium Chloride - Various County Roads	Southeastern Road Treatment	\$50,000.00
<b>Debt Service</b>					
	8000	400	Principal & Interest pymt E-911 Cap Equip	Truist Governmental Finance	\$250,600.01
<b>Water</b>					
	4446	507	Water and Testing June 2023 - <i>For the Record</i>	Cornish Creek Water Fund	\$244,114.00
<b>Solid Waste</b>					
	4530	540	Self Contained Compactor 35CY	Fleetgenius of NC, Inc	\$32,576.00
<b>Recyclables Operations</b>					
	4550	540	Good Hope Recycling Center Fence	Dans Fence Co.	\$25,700.00
<b>Parks &amp; Recreation</b>					
	6130	100	Baseballs, Softballs, and T-Balls	TSC Team Sports	\$34,335.00
<b>SPLOST 2013</b>					
	3325.13	322	Design & Field Survey - Jail	Precision Planning, Inc.	\$19,788.32
<b>SPLOST 2019</b>					
	1565.19	323	AG Center Pickle Ball Court Fence	Dans Fence Co.	\$25,460.00
	3520.19	323	Fire Engine ( Replacment Station #7)	Fireline, Inc.	482,288.00
	4220.19	323	Asphalt 9.5 mm - Cedar Trail	ER Snell Contractor, Inc	\$28,534.25
	4270.19	323	New paved roads - Striping	Peek Pavement Marking	\$36,142.80
<b>American Rescue Fund</b>					
	4446.21	257	Center Hill Ch Rd & N. Loop Water Trans Main	Precision Planning, Inc.	\$1,349.00
<b>HLC Water Treatment Facility</b>					
		504	Engineering Support/Water Treatment Plant <i>For the Record</i>	Jacobs Engineering	\$20,065.64
		504	Professional Engineering Services <i>For the Record</i>	Jacobs Engineering	\$306,988.59
		504	Professional Services - June 2023 <i>For the Record</i>	Precision Planning	\$19,315.00
<b>Hard Labor Creek</b>					
	4405	508	Hard Labor Creek O&M - <i>For the Record</i>	Lead Foot Mulching & Grading	\$10,000.00
	4405	508	Hard Labor Creek O&M - <i>For the Record</i>	Nelson Environmental Inc	\$652.50
	4405	508	Professional Engineering Services <i>For the Record</i>	Precision Planning, Inc	\$2,239.31
	4405	508	Hard Labor Creek O&M - <i>For the Record</i>	Precision Planning, Inc	\$4,173.56
					<b>\$2,756,986.54</b>

# Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **8/01/23**

Has this topic been discussed at past meetings? **yes**

If so, When? **2022**

TOPIC: **Renewal of School Resource Officers with Walton County Schools**

Wording For Agenda: **Renewal of agreement**

This Request: **Informational Purposes Only** Needs Action by Commissioners\* **yes**

\*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation: **Same agreemnet as last year no changes**

Additional Documentation Attached? **Copy of agreement**

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? **no**

Date forwarded to County Attorney:

Has the County Attorney review been completed?

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**AGREEMENT BETWEEN THE WALTON COUNTY SHERIFF'S OFFICE**

**and**

**THE WALTON COUNTY SCHOOL DISTRICT**

**for**

**THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, **2023** (the "Effective Date"), by and between the WALTON COUNTY SHERIFF'S OFFICE (the "WCSO"), and the WALTON COUNTY SCHOOL DISTRICT (the "WCSD").

**WITNESSETH**

WHEREAS, it is the intent and desire of the WCSO and the WCSD to provide for law enforcement and related services as set forth herein;

WHEREAS, the WCSO and the WCSD recognize the benefits of a School Resource Officer Program ("Program") to the citizens of Walton County, and particularly to the faculty and students of Walton County Public Schools;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the WCSO and the WCSD hereby agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to increase the security and safety of WCSD through the funding necessary to permit, *inter alia*, the assignment of Deputy Sheriffs to serve WCSD on a full-time basis during the regular school year.

**Section 2. Term of Agreement.** The term of this Agreement shall be for one (1) year from the Effective Date; provided, however, that the Agreement shall be automatically renewed unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the term. The WCSO and the WCSD agree to negotiate the program costs annually for any subsequent term in accordance with Section 6 below.

**Section 3. Program Staffing.** The Program shall be staffed in accordance with the following:

3.1 **Program Officers.** During the regular school year for WCSD, the WCSO shall provide School Resource Officers, a School Investigation Officer, Supervising Officers, and Drug Education Program Officers (collectively, "Program Officers") to serve WCSD in accordance with the following:

3.1.1. School Resource Officers. The WCSO shall assign one (1) full-time Deputy Sheriff to each of the following schools to serve as a School Resource Officer ("SRO"): Atha Road Elementary School, Harmony Elementary School, Loganville Elementary School, Monroe Elementary School, Sharon Elementary School, Walnut Grove Elementary School, Walker Park Elementary School, Youth Elementary School, Carver Middle School, Loganville Middle School, Youth Middle School and Walnut Grove High School. The duties of an SRO shall include the following:

(a) *Instruction*. An SRO shall act as an instructor for specialized, short-term programs about Georgia criminal and juvenile laws when requested to do so by the Principal or a faculty member of the school to which the SRO is assigned.

(b) *Investigations*. An SRO may assist with non-campus investigations related to juveniles who attend the school to which the SRO is assigned.

(c) *Law Enforcement*. An SRO may take emergency law enforcement action when required by law; provided, however, that the Principal of the school shall be notified of such action as soon as practicable.

(d) *Traffic Control*. An SRO shall assist in traffic control during the arrival and departure of students.

3.1.2. School Investigation Officer. The WCSO shall assign one (1) full-time Deputy Sheriff to the position of School Investigation Officer, whose primary duty shall be to respond to and assist with serious incidents occurring at Walton County Public School, in accordance with the following:

(a) *Schools without an SRO*. The School Investigation Officer shall respond to and assist with serious incidents at the schools where an SRO is not available.

(b) *Schools with an SRO*. The School Investigation Officer shall be the primary back up to assist the SRO with serious incidents occurring at schools where an SRO is available.

(c) *Special Projects and Investigations*. The School Investigation Officer shall assist SROs with special projects and school-related criminal investigations that may require follow up of leads or contacts off campus.

(d) *Extended Absence of an SRO*. The School Investigation Officer, when available, shall fill in (at the direction of the Sheriff) for extended absences of the SRO.



3.1.3. Supervising Officers. The WCSO shall assign two (2) full-time supervisors to oversee the School Resource officer Program and serve as a liaison with WCSD, whose duties shall include the following:

(a) *School Visits.* The Supervising Officers shall perform scheduled and non-scheduled visits to middle and high schools within WCSD.

(b) *Program Administration.* The Supervising Officers shall approve Program reports; provide leadership, training and direction for the Program; conduct Program evaluations; analyze campus statistics and problem areas for WCSD; establish rapport with WCSD administrators; oversee school traffic issues; submit monthly reports to the Superintendent; oversee major school functions in which an SRO or School Investigation Officer is participating; coordinate with the Walton County Juvenile Court regarding school-related criminal cases; keep accurate crime reports for WCSD; and maintain time cards and keep up with overtime and comp time for the Program.

(c) *Investigations.* The Supervising Officers shall be available for investigation of crime-related incidents involving a WCSD employee that have a student as the complainant or victim.

3.1.4. Drug Education Program Officers. The WCSO shall assign two (2) full-time Deputy Sheriffs to present drug education programs (i.e., C.H.A.M.P.S., D.A.R.E., G.R.E.A.T. and S.M.A.R.T.) at the public elementary and middle schools with the WCSD system.

3.2 Application and Appointment Process. The WCSO Youth Investigation Division Commander ("Division Commander") shall recruit, interview and evaluate potential candidates for the positions identified in Section 3.1 above. The names of any applicants receiving a favorable recommendation from the Division Commander shall be forwarded to the Sheriff, who shall make the appointments necessary to staff said positions. Applicants must meet the following requirements:

1. An applicant must have a desire to serve in the position for which he or she is applying.
2. An applicant must be certified and sworn peace officers with a minimum of three (3) years law enforcement experience.
3. An applicant must have successfully completed the School Resource Officers 40-hour training course.

3.3 Scheduling. Program Officers shall be scheduled in accordance with the following:

3.3.1. Working Hours. Program Officers shall serve WCSO on a full-time basis, i.e., from one-half (1/2) hour prior to the start of classes until one-half (1/2) hour after classes are dismissed, although a Program Officer's working hours may be adjusted on a situational basis, with the prior consent of the Division Commander, in order to cover campus-related activities which require the presence of a law enforcement officer. Notwithstanding the foregoing, Program Officers may periodically be required by WCSO to perform other tasks during school hours, including, but not limited to mandatory training.

3.3.2. Temporary Reassignment. The WCSO may temporarily reassign Program Officers when school is not in session and during periods of law enforcement emergency.

3.3.3 Overtime. Program Officers may not work overtime hours without the prior approval of the WCSO. Overtime work will be paid in accordance with WCSO policies. Program Officers shall neither expect nor accept any additional compensation for overtime work directly from the WCSO.

3.4 Employment Status. Program Officers shall be and remain employees of the WCSO and shall not be WCSO employees. Program Officers shall remain responsive to the supervision and chain of command of the WCSO. The WCSO shall remain solely responsible for the Program Officers' hiring, firing, training, discipline and/or dismissal. The WCSO agrees to pay the salary and employment benefits of the Program Officers in accordance with the applicable salary schedules and employment practices of the WCSO, including but not limited to: sick leave, annual leave, retirement compensation, workers compensation, unemployment compensation, life insurance, medical and dental insurance. The Program Officers shall be subject to all other personnel policies of the WCSO.

3.5 Removal and Replacement Process. Program Officers may be removed and replaced in accordance with the following:

3.5.1. Removal for Cause. If the Principal, in consultation with the Assistant Superintendent, requests that an SRO be removed from the school (1) because the SRO is not effectively performing the duties of the SRO or (2) because the SRO has engaged in unprofessional conduct, WCSO will replace the SRO in accordance with 3.5.3.

3.5.2. Discretionary Removal. The WCSO reserves the right to dismiss or reassign a Program Officer when it is deemed to be in the best interests of either the WCSO or the WCSO.

3.5.3. Replacement. In the event of a resignation, dismissal, reassignment, removal, or long-term absence of a Program Officer, the WCSO shall provide a temporary replacement for the Program Officer as soon as possible, but not more than fifteen (15) school days after receiving notice of such absence, dismissal, resignation,

removal or reassignment. As soon as practicable, the WCSO shall provide a permanent replacement for the position.

**Section 4. Duties and Responsibilities of Program Officers.** In addition to those duties and responsibilities specifically provided for in Section 3.1 above, Program Officers shall have the following duties and responsibilities:

1. Program Officers shall enforce federal, state and local laws and, at the request of the school administration, assist WCSO officials with the enforcement of WCSO policies and regulations regarding student conduct.
2. Program Officers shall investigate criminal activity committed on or adjacent to WCSO property.
3. Program Officers shall assist school administrators in developing plans and strategies to prevent and minimize dangerous situations that may occur on campus or during school-sponsored events.
4. Program Officers shall maintain a detailed weekly report of duties performed.

Notwithstanding the foregoing, Program Officers shall not be used by WCSO as school disciplinarians; provided, however, that a Program Officer may be contacted regarding incidents believed to be in violation of the law, and the Program Officer shall then determine whether law enforcement action is appropriate. Program Officers shall also not be used for regularly-assigned monitoring duties, including but not limited to lunchroom, hallway, carpool, or bus monitoring duties.

**Section 5. WCSO Employee Fingerprinting.** The WCSO Youth Investigations Division shall fingerprint WCSO employees as directed by the WCSO.

**Section 6. Compensation.** The WCSO shall be compensated by the WCSO in the total amount of \$ 802,769.52 annually for the services to be performed under this Agreement. Not less than sixty (60) days prior to the expiration of this Agreement, the WCSO shall inform the WCSO of any additional compensation it is requesting for the subsequent term. Compensation owed to the WCSO by the WCSO shall be paid in accordance with the Payment Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 7. Termination.** Either party may terminate this Agreement for any reason whatsoever with sixty (60) days prior written notice to the other party. In the event of such termination by the WCSO, the Program Officers will be immediately reassigned by the WCSO and, if the termination is not for cause, the WCSO shall immediately pay any remaining funds due to the WCSO for the remainder of the school year. In the event of termination by the

WCSO, the WCSD shall compensate the WCSO for all services provided up to the date of termination.

**Section 8. Assignability.** This Agreement may not be delegated or assigned by either party and any purported delegation or assignment of this Agreement (or rights hereunder) is void unless prior written consent of the other party has been obtained.

**Section 9. Entire Agreement.** This Agreement incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their Agreement.

**Section 10. Modifications.** Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in writing and signed by both parties.

**Section 11. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

**Section 12. Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

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

**WALTON COUNTY SHERIFF'S OFFICE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**WALTON COUNTY SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

**EXHIBIT "A"**

The WCSD shall pay in full the amount set forth in Section 6 of the Agreement in a lump sum payment at a time mutually agreeable to the parties. Notwithstanding the foregoing, said payment must be made prior to the end of the applicable school year.

## **MASTER SERVICES AGREEMENT NO. 20847**

This Master Services Agreement No. 20847 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "**MCCi**" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

### **1. Scope of Service**

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

### **2. Fees**

Client shall pay to MCCi the fees and other compensation set forth in each Order. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

### **3. Invoicing and Payment**

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes. Client represents, and MCCi relies on such representation, that Client is exempt from the payment of sales taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has:

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

#### **4. Term, Termination, and Cancellation**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred

through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

#### **5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

#### **6. MCCi Personnel**

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

#### 7. **Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

#### 8. **Confidential Information**

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder or as required by law. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of

disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

#### 9. **Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other



materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

#### **10. Data Privacy**

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

#### **11. Warranty**

##### **(a) Services Warranty.**

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable

for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION, PURSUANT TO THE LIMITATION ON WARRANTY ABOVE AND HEREIN, THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

##### **(b) General Warranty.**

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws

prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees. MCCi shall execute an affidavit attesting to its compliance with applicable E-verify requirements.

## **12. Indemnification and Limitation of Liability**

To the extent allowed by law, each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

### **(a) MCCi Indemnification.**

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

### **(b) Client Indemnification.**

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to the extent allowed by law to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client, to the extent allowed by law, will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access to the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

### **(c) Indemnification Procedure.**

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

### **(d) Limitation of Liability.**

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED \$1,000,000, FURTHER LIMITED TO THE EXTENT TO WHICH INDEMNITOR'S INSURANCE RESPONDS.

(ii) MCCI'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$1,000,000, FURTHER LIMITED TO THE EXTENT TO WHICH INDEMNITOR'S INSURANCE RESPONDS.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

**13. Insurance**

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided. MCCi shall, upon execution of this Agreement, provide Clients with certificates of insurance reflecting said coverages. Said certificates shall provide that the insurance provided shall not be cancelled or reduced without thirty (30) days prior written notice having been provided to Client.

**14. Notices**

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	Walton County
3717 Apalachee Parkway	303 S Hammond Drive, Suite
Suite 201	330
Tallahassee, FL 32311	Monroe, GA 30655
Attn: Legal Department	Attn:
Email: <a href="mailto:legal@mccinnovations.com">legal@mccinnovations.com</a>	Email:

**15. Miscellaneous**

**(a) Third-Party EULA Provisions.**

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

**(b) Use of Open-Source Code.**

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source

code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

**(c) Client Software Customizations.**

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

**(d) MCCi Software Configuration Services.**

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

**(e) Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

**(f) Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

**(g) Excluded Parties List.**

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**(h) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**(i) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

**(j) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**(k) Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(l) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(m) Dispute Resolution.**

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**(n) Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete

negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(o) Publicity.**

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

**(p) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(q) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**(r) Governing Law.**

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

**(s) No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**(t) Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

*(Remainder of Page Intentionally Left Blank; Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**MCCI, LLC**

**WALTON COUNTY ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

303 S HAMMOND DRIVE, SUITE 330  
MONROE, GA 30655

**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20847**

**SCANNING ORDER**

Pursuant to Master Services Agreement No. 20847 ("**Agreement**"):

This Scanning Order, designated as Addendum No. 1 is entered into as of \_\_\_\_\_, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control except as otherwise provided herein. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

**MCCi, LLC**

**WALTON COUNTY GOVERNMENT ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PROJECT SCOPE

### GENERAL DESCRIPTION-FINANCE DOCUMENTS

DOCUMENT SIZE	Regular up to 11" x 17"
DEPARTMENT	Finance
DOCUMENT TYPES	AP Files
DOCUMENT/ROLL/FICHE COUNT	1600
IMAGE COUNT	40,000
IMAGES PER DOCUMENT/ROLL/FICHE	25

### DOCUMENT PREPARATION

CURRENT STORAGE METHOD	File Cabinets
CONDITIONS OF DOCUMENTS	Good

### IMAGE PROCESSING & INDEXING

DPI & COLOR	300 DPI, Black & White
NUMBER OF INDEX FIELDS	Up to 3 Fields
DOCUMENT NAMING CONVENTION	Name
FIELDS TO BE INDEXED	Name, Department, Date
OPTICAL CHARACTER RECOGNITION	Included

### IMAGE OUTPUT

DELIVERY METHOD	Secure FTP Transfer
OUTPUT TYPE	Laserfiche Briefcase

### MATERIAL HANDLING

SHIPPING LOGISTICS	MCCi Pickup
SHIPPING & DELIVERY TERMS	Up to 1 shipment
PHYSICAL DOCUMENTS	Secure Destruction

*All estimates below have been provided and/or confirmed by Client. Both Parties agree that the Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.*

# MILESTONES, TASKS & DELIVERABLES

MILESTONE	TASKS / DELIVERABLES
<p><b>#1: Project Kickoff</b></p>	<p><b>Tasks:</b>                      Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client.</p> <p><b>Assumptions:</b>                      MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc.                      MCCi may not conduct Client kickoff for continuations of existing project(s).</p>
<p><b>#2: Sample Sign-Off</b></p>	<p><b>Tasks:</b>                      Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible.</p> <p>MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project.</p> <p><b>Assumptions:</b>                      Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together.                      Client will review sample scans within two (2) business days of receiving them from MCCi.</p>
<p><b>#3: Scheduled Finished Product Delivery</b></p>	<p><b>Deliverable:</b>                      At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period.</p> <p><b>Assumptions:</b>                      Billing will occur upon completion of this milestone.                      These documents will have gone through MCCi prepping, scanning, and quality control processes.                      The delivery schedule will vary based on the size and scope of project.</p>
<p><b>#4 Physical Document Return</b></p>	<p><b>Tasks:</b>                      Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession.</p> <p>Client should review all returned documents to ensure all originals are back in their possession.                      If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.</p>



# PRICING



3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
850.701.0725  
850.564.7496 fax

**Bill /Ship to:** Milton Cronheim  
[milton.cronheim@co.walton.ga.us](mailto:milton.cronheim@co.walton.ga.us)

**Client Name:** Walton County  
**Client Address:** 303 S Hammond Drive, Suite 330, Monroe,  
GA 30655  
**Quote Number:** 27591  
**Order Type:** Scanning

**Quote Date:** July 17, 2023

<i>Scanning Services Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
<b>MCCi SCANNING SERVICES</b>				
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 100,000) Doc Prep Per Image	40000	\$0.077	\$0.0732	\$2,928.00
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 100,000) Scanning Per Image	40000	\$0.118	\$0.1121	\$4,484.00
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" OCR Per Image	40000	\$0.013	\$0.0124	\$496.00
<input checked="" type="checkbox"/> Indexing Fields Per Index (< 10,000)	4800	\$0.350	\$0.3325	\$1,596.00
<input checked="" type="checkbox"/> Pick Up, Base Fee	1	\$200.000	\$190.0000	\$190.00
<input checked="" type="checkbox"/> Pickup, Per Box (<50) *\$300 Minimum Charge	16	\$19.200	\$18.2400	\$300.00
<input checked="" type="checkbox"/> Secure Destruction (Regular Images, Per 2,500 Images)	16	\$10.000	\$9.5000	\$152.00
<input checked="" type="checkbox"/> Laserfiche Import Assistance	1	\$287.500	\$273.1250	\$273.13
<b>Scanning Services Subtotal</b>				<b>\$10,419.13</b>

**GRAND TOTAL - SCANNING SERVICES** **\$10,419.13**

**One-time Scanning Discount** (\$1,744.19)  
*The discount, 16.7% of the Grand Total, is based on 100% of project completion. The discount billed will be a reflection of the volume scanned at that time. Discount Expires in 30 Days*

**TOTAL SCANNING PROJECT COST** **\$8,674.94**

*All Quotes Expire in 30 Days*

**This is NOT an invoice. Please use this confirmation to initiate your purchasing process.**

OMNIA - NCPA Pricing - The pricing and terms in this statement of work ("SOW") are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates listed may be applied to additional projects that haven't been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

## **BILLING SCHEDULE**

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

## **SALES TAX**

Sales tax will be invoiced where applicable and is not included in the fee quote above.

## SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

### DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
  - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
  - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
  - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

### GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.

### DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.

- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

## **DOCUMENT & DATA STORAGE**

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

## **LASERFICHE**

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

## **LIMITED LIABILITY**

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

**AGENDA**

**WALTON COUNTY WATER AND SEWERAGE AUTHORITY  
CALLED MEETING  
WALTON COUNTY HISTORIC COURTHOUSE  
111 SOUTH BROAD STREET, MONROE, GEORGIA  
AUGUST 1, 2023  
4:00 P.M.**

- I. Call to Order.**
- II. Adoption of Supplemental Bond Resolution to approve the final terms for the Walton County Water and Sewerage Authority Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2023 and other related items.**
- III. Adjournment.**

**RESOLUTION \_\_\_\_\_**

A RESOLUTION ADOPTING THE 2023 AD VALOREM TAX MILLAGE RATES FOR WALTON COUNTY

**WHEREAS**, the budgets of Walton County for the County General Fund and other funds were adopted on June 6, 2023 and amended as deemed necessary;

**WHEREAS**, it is necessary to levy taxes for the goods and services used by Walton County and for its debts and other legal purposes; and

**WHEREAS**, the Walton County Board of Commissioners has complied with the publication requirements set forth in O.C.G.A. § 48-5-32 and the advertising and public meeting requirements set forth in O.C.G.A. § 48-5-32.1;

**NOW THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the following ad valorem tax millage rates are hereby adopted for 2023:

- (1) A county-wide millage rate of 10.413 for all unincorporated and incorporated areas of Walton County, those incorporated areas being the Cities of Monroe, Loganville, Social Circle, Jersey, Walnut Grove, Good Hope, and Between, said millage rate having been reduced by a millage rate of 3.038 to account for local option sales tax proceeds in accordance with O.C.G.A. § 48-8-91; and
- (2) A special fire district millage rate of 01.835 for all unincorporated areas of Walton County and the incorporated areas of the Cities of Jersey, Walnut Grove, Good Hope, and Between (collectively, the "Special Fire District"), wherein Walton County provides fire protection services.

**BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that, in accordance with O.C.G.A. § 33-8-8.3, all proceeds of insurance premium taxes shall be used to help pay the cost of providing fire protection services in the unincorporated areas of Walton County.

**ADOPTED THIS 1st DAY OF August, 2023:**

\_\_\_\_\_  
**David G. Thompson, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Rhonda Hawk, County Clerk**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION ADOPTING THE 2023 AD VALOREM TAX MILLAGE RATES FOR  
WALTON COUNTY SCHOOLS**

**WHEREAS**, it is necessary to levy taxes for educational purposes, including the maintenance and operation of the county school system and the debt service of the county school bonds;

**WHEREAS**, the Walton County Board of Education has recommended the imposition of the following millage rates for educational purposes for 2023:

- (1) A millage rate of 16.693 for the maintenance and operation of the county school system; and
- (2) A millage rate of 1.390 for the debt service of the county school system;

**WHEREAS**, the Walton County Board of Education complied with the publication requirements set forth in O.C.G.A. § 48-5-32 and the advertising and public meeting requirements set forth in O.C.G.A. § 48-5-32.1 prior to making it recommendation.

**WHEREAS**, the Walton County Board of Commissioners, as the levying authority, has determined to adopt and impose the millage rates recommended by the Walton County Board of Education for educational purposes; and

**WHEREAS**, the Walton County Board of Commissioners has complied with the publication requirements set forth in O.C.G.A. § 48-5-32 and the advertising and public meeting requirements set forth in O.C.G.A. § 48-5-32.1;

**NOW THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners, that the following millage rates recommended by the Walton County Board of Education for educational purposes are hereby adopted for 2022:

- (1) A millage rate of 16.693 for the maintenance and operation of the county school system; and
- (2) A millage rate of 1.390 for the debt service of the county school system.

**ADOPTED THIS 1st DAY OF AUGUST, 2023:**

\_\_\_\_\_  
**David G. Thompson, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Rhonda Hawk, County Clerk**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE EMS CLASSROOM & ELECTIONS STORAGE 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 EMS Classroom & Elections Storage 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 project-length revenues and expenditures shown on the EMS Classroom & Elections Storage Project.

**SO RESOLVED THIS 1st DAY OF August 2023:**

**BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]



# WALTON COUNTY EMS CLASSROOM & ELECTIONS STORAGE PROJECT BUDGET

DATE: July 26, 2023  
PROJECT: EMS Classroom & Elections Metal Building  
FUNDING: 1565.19 SPLOST

## New Construction

Description	Unit Meas.	Unit Cost	Totals
Metal Building	3800 sq. ft.	\$47.00	\$180,349
Total New Construction Cost:			<b>\$180,349</b>

## Renovations.

Description	Unit Meas.	Unit Cost	Totals
<u>Classroom</u> Construction	1200 sq. ft.	\$23	\$28,651
Total Renovations Costs:			<b>\$28,651</b>

Project Contingency	.05%		\$11,000
Total Project Contingency Costs:			

**TOTAL PROJECT BUDGET** **\$220,000**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE ADDITIONAL PARKING AT THE GOVERNMENT BUILDING PROJECT LENGTH BUDGET AND TO AMEND THE FISCAL YEAR 2024 BUDGET**

**WHEREAS**, on November 8, 2011, the Walton County, Georgia SPLOST 2011 (“SPLOST III”) was approved by voter referendum; and

**WHEREAS**, Government Building Upgrades are a designated SPLOST III project; 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 Additional Parking at the Government Building (“Additional Parking at Government Building Project Length Budget”), which is attached hereto as Schedule 1 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 project-length revenues and expenditures shown on the Additional Parking at Government Building Project Length Budget.

**SO RESOLVED THIS 1ST DAY OF AUGUST, 2023:**

**BOARD OF COMMISSIONERS OF  
WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

# WALTON COUNTY COURTHOUSE ADDITIONAL EMPLOYEE & HANDICAP PARKING PROJECT BUDGET

DATE: July 26, 2023  
PROJECT: Additional Parking at Government Building  
FUNDING: 1565.13 SPLOST

New Construction

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Description	Unit Meas.	Unit Cost	Totals
<u>COURTHOUSE</u>			
<u>EMPLOYEE</u>	4,800 sq. ft.	\$2	\$9,600
<u>PARKING</u>			
<u>Total New Construction Cost:</u>			<b>\$9,600</b>

Renovations.

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Description	Unit Meas.	Unit Cost	Totals
<u>Total Renovations Costs:</u>			

Project Contingency 0%

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<u>Total Project Contingency Costs:</u>			
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<b>TOTAL PROJECT BUDGET</b>	<b>\$9,600</b>
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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE PUBLIC DEFENDER OFFICE RENOVATIONS 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 Public Defender Office Renovations 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 project-length revenues and expenditures shown on the Public Defender Renovations Project.

**SO RESOLVED THIS 1st DAY OF August 2023:**

**BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

# WALTON COUNTY PUBLIC DEFENDER OFFICE RENOVATIONS PROJECT BUDGET

DATE: July 26, 2023  
PROJECT: Public Defender Renovations  
FUNDING: 1565.19 SPLOST

## New Construction

Description	Unit Meas.	Unit Cost	Totals
<b>Total New Construction Cost:</b>			

## Renovations.

Description	Unit Meas.	Unit Cost	Totals
Office Renovations	1850 sq. ft.	\$22.62	\$40,000
<b>Total Renovations Costs:</b>			<b>\$40,000</b>

Project Contingency	12.5%		\$5,000
<b>Total Project Contingency Costs:</b>			<b>\$5,000</b>

**TOTAL PROJECT BUDGET **\$45,000****