



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, August 03, 2021 at 6:00 PM

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

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

## AGENDA

### 1. 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 COMMISSION RECOMMENDATIONS

**4.1.** Approval of CU21050003 for Summer Day Camp on 4.13 & 2.43 acres - Applicant/Owners: Kevin & Shelley Shelnett - 5889 Center Hill Church Rd-Map/Parcel C0110108 & 336 Brook Hollow Lane-Map/Parcel N011F018 - District 2 (tabled 7/6/2021)

**4.2.** Approval with Conditions CU21050017 for a telecommunications tower on 19.86 acres - Applicant: Verizon Wireless/Owner: Geiger Farms LLC - Property located at 3670 Anglin Rd-Map/Parcel C0520065 - District 3

*Condition - Commercial driveway apron be installed*

**4.3.** Approval with Conditions Z21060003 - Rezone 7.145 acres from A1 to B2 for mini storage units with conditional use for outside storage - Applicant: Louie E Crowe/Owner: Louie E Crowe Sr. (Deceased) - Property located at 4019 Center Hill Church Rd/Hwy 81/Map/Parcel C0510112 - District 3

*Conditions - Commercial driveway with proper accel/decel lanes, center turn lane on proposed Center Hill Church Rd ingress and egress location, screening fence, no storage of semi-trucks*

**4.4.** Approval with Conditions Z21060005 - Rezone 4.71 acres from B2 to B3 for major automotive repair & motor vehicle sales - Applicant: Roger Dieujuste/Owners: Gregory & Teresa Thompson - Property located at 2032 Hwy 138-Map/Parcel C0760036A00 – District 4

*Conditions - Automotive repair and automotive sales only, all to be contained within fenced area as shown on site plan*

**5. PLANNING & DEVELOPMENT**

**5.1.** Amendment - OA21040011 Walton County Land Development Ordinance per Errata Sheet #4 dated 5/3/2021 (tabled 7/6/2021)

**5.2.** Ordinance - Third Party Inspections

**5.3.** Proposed Amended Fee Schedule - Planning and Development

**5.4.** Proposed Road Name Change - Mt. Ena Church Road to Mt. Enon Church Road

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

**6.1.** Approval of July 6, 2021 Meeting Minutes

**6.2.** Contracts & Budgeted Purchases of \$5000 or Greater

**6.3.** Declaration of Surplus Property

**6.4.** Engagement Letter - Holland and Knight

**6.5.** Contract Renewal - Correct Health Inmate Medical

**6.6.** Contract Renewal - Walton Co. School District - School Resource Program

**6.7.** Agreement - Condrey and Associates - Review and Update Compensation/Classification System

**6.8.** Engagement Letter - Mauldin & Jenkins - FY2021 Audit

**6.9.** Contract - Purchase of VFW Building

**6.10.** Agreement - Carter Watkins Associates - Extension Office Building

**6.11.** IGA - Loganville Election 2021

**6.12.** Proposal - Precision Planning - Additional Design Services

**7. RESOLUTIONS**

**7.1.** Resolution - Adoption of 2021 Millage Rates for Walton County

**7.2.** Resolution - Adoption of Walton County Board of Education 2021 Millage Rate

**7.3.** Resolution - Adopting Project Length Budget - Extension Office Bldg.

**7.4.** Resolution - Adopting Project Length Budget - Resurfacing and LMIG Striping

[7.5.](#) Resolution - FY22 Budget Amendments

**8. DISCUSSION**

**8.1.** Davenport & Company, LLC

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

**10. ANNOUNCEMENTS**

**11. EXECUTIVE SESSION**

**12. ADJOURNMENT**

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

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

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

For more information, please contact Rhonda Hawk.

## Conditional Use CU21050003 Staff Analysis

Commission District: 2 - Banks

Planning Commission Hearing Date: 06-03-2021

Board of Commissioners Hearing Date: 07-06-2021

**Parcel ID: Map C0110108 & N011F018**

**Acreage: 4.13 acres & 2.43 acres**

---

**Applicants/Owners:**

**Kevin & Shelley Shelnett**

5889 Center Hill Church Road  
Loganville, Georgia 30052

**Property Location:** 5889 Center Hill Church Road & 336 Brook Hollow Lane

**Current Character Area:** Suburban

**Current Zoning:** A1 & R1

**Request:** Conditional Use for summer day camp.

**Site Analysis:** The 4.13 acre tract of land is located on 5889 Center Hill Church Road and the 2.43 acre tract of land is located on 336 Brook Hollow Lane. The surrounding properties are zoned R1 and A1.

**Zoning History:** No History

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

**Comments and Recommendations from various Agencies:**



**Public Works:** Public Works has no issue with approval.

**Sheriffs' Department:** This will not impact the WCSO. Arrangements for traffic control can be made if needed through WCSO.

**Water Authority:** This area is served by a 8" water main along Center Hill Ch. Rd. (static pressure: 85 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No issues.

**Fire Code Specialist:** None

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

**Development Inspector:** No comment received.

**DOT Comments:** Will not require GDOT coordination.

**Archaeological Information:** No comment received.

### **PC ACTION 6/3/2021:**

1. Conditional Use – CU21050003– Conditional Use for summer day camp on 4.13 acres – Applicants/Owners: Kevin & Shelley Shelnett – Property located on 5889 Center Hill Church Rd-Map/Parcel C0110108 – District 2.

**Presentation** Shelley Shelnett represented the case. She is requesting a conditional use for Country Kids day camp and also wants to add 336 Brook Hollow Lane to the case as well. Mrs. Shelnett stated that Country Kids camp provides summer refuge from screen time while developing social & sensory skills, motor skills and team work all while sharing God's love. The camp is open to all children. She stated that 80% of her staff is certified in CPR and first aid and the staff is made up of ICU nurse, life guards, teachers and nurses. The staff to camper ratio is 4:1. The camp is exempt from the Bright from the Start program with the State of Georgia. Mrs. Shelnett also stated that they are a 501C3 business and hold

fundraisers to help the community during hard times. A lot of times the schools calls on Country Kids when a student in the community is in need and they step in and help out.

Chris Alexander a neighbor and HOA president of Sandy Creek Cove subdivision stated that he has not had any complaints from any neighbor in the subdivision and feels like this is a great idea for the community.

Chairman Tim Hinton stated that 336 Brook Hollow Lane will be included and the BOC will hear it next month. He also stated that this is a request for something that has been in operation in the past years but just not in compliance.

Pete Myers verified that the adding of the lot on Brook Hollow Lane will be advertised before the BOC meeting next month.

**Speaking:** None

**Recommendation** Pete Myers made a motion to recommend Approval of 20 activity days in the summer and 10 activity days in the fall and to add 336 Brook Hollow Lane to the application with a second by John Pringle. The motion carried unanimously.

**BOC ACTION 7/6/2021: Case was tabled until the next Board of Commissioners Meeting on 8/3/2021.**

# Conditional Use Application # CU 21050003

Planning Comm. Meeting Date 06-03-21 at 6:00PM held at WC Board of Comm. Meeting Room - 3rd Floor - Hammond Drive

Board of Comm Meeting Date 07-06-21 at 6:00PM held at WC Historical Court House - 2nd Floor Broad Street

**You or a representative must be present at both meetings**

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

**Map/Parcel** C0110108

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Kevin and Shelley Shelnett</u>	<u>Kevin Shelnett</u>
<u>5889 Centerhill Church Rd</u>	<u>5889 Centerhill Ch. Rd</u>
<u>Loganville, GA 30052</u>	<u>Loganville, GA 30052</u>
<small>(If more than one owner, attach Exhibit 'A')</small>	
Phone # <u>678 794 0397</u>	Phone # <u>678 794 0399</u>
Location <u>5889 Centerhill Church Rd. Loganville</u>	Present Zoning <u>AG-1</u> Acreage <u>4.13</u>
<u>336 Brook Hollow Lane, Loganville</u>	Existing Use of Property: <u>Residential / Country Kids Camp</u>
Existing Structures: <u>house, pole barn</u>	
Property is serviced by:	
Public Water: _____ Provider: _____	Well: <input checked="" type="checkbox"/>
Public Sewer: _____ Provider: _____	Septic Tank: <input checked="" type="checkbox"/>
The purpose of this conditional use is: <u>To offer a summer day camp for 15 days. Country Kids Camp provides children in our community an opportunity to learn about nature, team build, explore outdoors.</u>	
<small>The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.</small>	
Signature <u>Shelley Shelnett</u>	Date <u>4-31-20</u> Fee Paid <u>\$ 250.00</u> <input checked="" type="checkbox"/>
<b>Public Notice sign will be placed and removed by P&amp;D Office</b>	
<small>Signs will not be removed until after Board of Commissioners meeting</small>	
<b>Office Use Only:</b>	
Existing Zoning <u>A1</u>	Surrounding Zoning: North <u>R1</u> South <u>A1</u>
	East <u>A1</u> West <u>A1</u>
Comprehensive Land Use: <u>Suburban</u>	
Commission District: <u>2-Banks</u>	Watershed: <u>Big Haynes-Walton W-P1</u>

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

**Standard Review Questions:**

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

**Conditional Use Permit Criteria**

- 1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. *Property is surrounded by a fence. Noise level (singing, kids playing) would not be heard by neighbors. We are a fair distance from others. Its a day camp so no after hours noise*
- 2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. *Walton County Sherrifs office has a deputy present at drop off to slow traffic as parents pull in.*
- 3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use. *There is no parking. Parents use a horse-shoe driveway. They drop off and leave*
- 4. Public facilities and utilities are capable of adequately serving the proposed use. *Camp rents 4 porta potties that Atha Rental checks, cleans, + empties.*
- 5. The proposed use will not adversely affect the level of property values or general character of the area. *Camp does not affect property value. It simply is a place where kids can be a kid.*

**Letter of Intent:**

The intent of the Conditional Use Application is so that Country Kids Camp can continue to provide 15 days a year of camp for children in our community. Country Kids Camp is a 501C3 that supports Walton County children throughout the year. Camp is located at 5889 Centerhill Church Rd Loganville GA and is offered Tuesdays, Wednesdays and Thursday of June.

I appreciate the support of the Walton County Sheriff's office as they have work traffic control for many years.

Country Kids Camp Purpose:

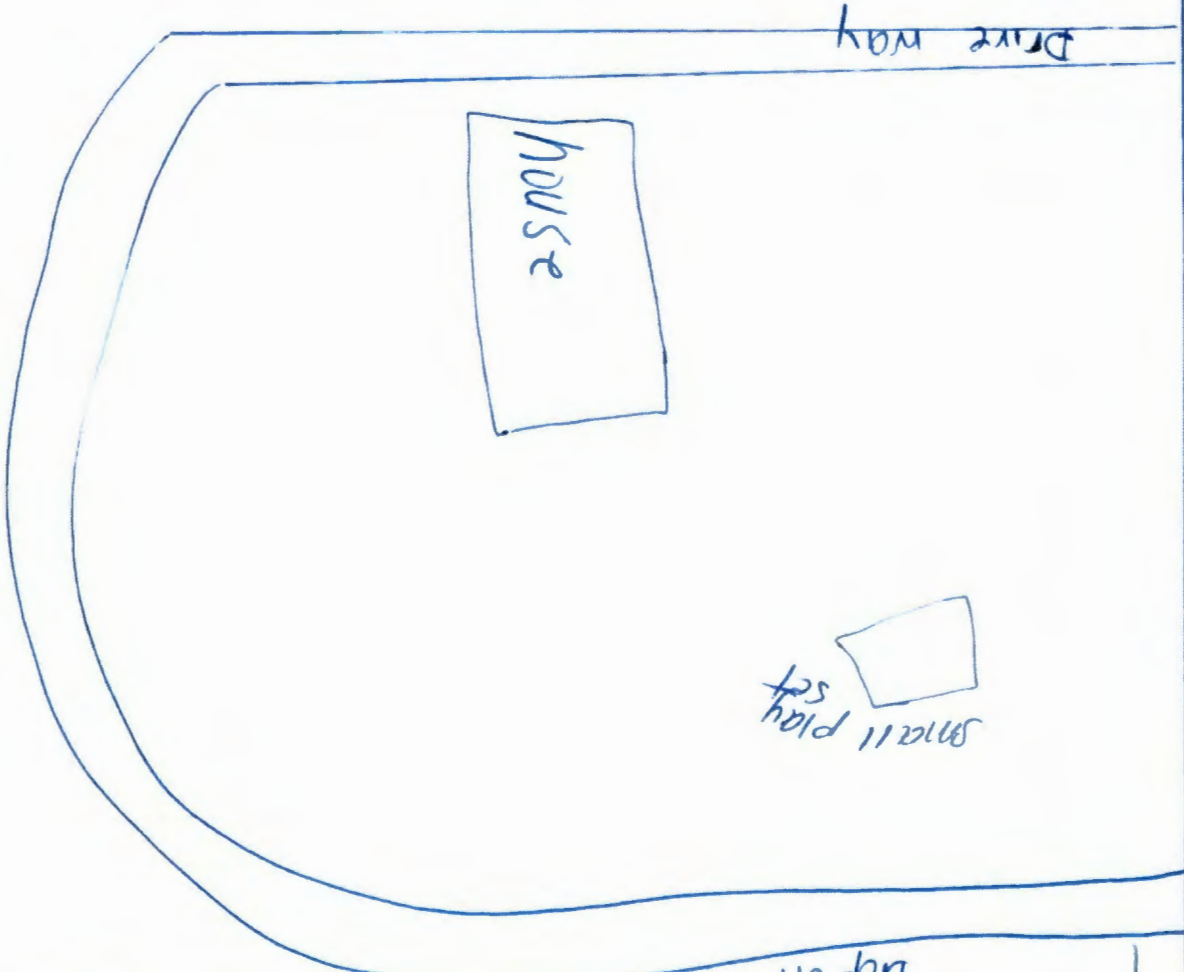
Country Kids Camp teaches children what it means to be a Good Samaritan. Each year at Christmas, the CKC families sponsor over 900 Walton County needy children. Each week at camp, children donate to our “Dunk for a Dollar” childhood cancer fundraiser. All proceeds are donated to children in Walton County that have childhood cancer.

**CKC MISSION STATEMENT AND PHILOSOPHY**

TO PROVIDE A SAFE SUMMER DAY CAMP EXPERIENCE.  
TO INSTILL THE VALUE OF OUTDOOR PLAY IN CHILDREN  
OF VARIOUS AGES, INTERESTS AND BACKGROUNDS AT A  
PLACE WHERE “BATTERIES ARE NOT INCLUDED”!  
CKC BUILDS AND ENHANCES OUR CAMPERS’  
COMPETENCY AND CONFIDENCE. OUR CAMP  
COMMUNITY IS SUPPORTIVE AND WELCOMING-CHILDREN  
THRIVE AND GROW STRONGER IN SO MANY WAYS. ALL  
OF OUR BOYS AND GIRLS ARE EXPOSED TO AND  
ENCOURAGED TO TRY NEW THINGS. WE HELP CAMPERS  
DEVELOP LASTING FRIENDSHIPS, WORK WELL IN  
GROUPS, AND WORK TOWARD ATTAINABLE GOALS.



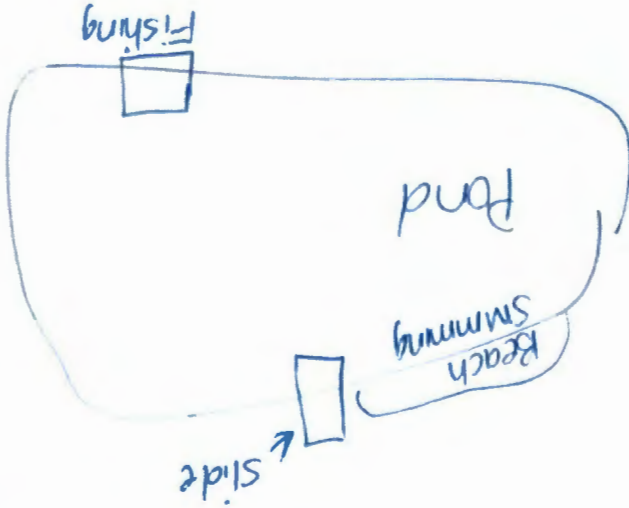
Fence



LENTHILL CHURCH ROAD



Drop off



fence



Chicken house

Jumpy house

**SANDRA J DICKSON, CPA, PC  
7728 HAMPTON PLACE  
LOGANVILLE, GA 30052  
770-466-3040**

August 5, 2020

Country Kids Camp  
5889 Center Hill Church Road  
Loganville, GA 30052

To Whom It May Concern;

Country Kids Camp is a nonprofit 501(c)(3) organization. The federal identification number for the organization is 46-2683816. The application for the letter from the Internal Revenue Service is in the process of being submitted and approved. This generally takes approximately 6 months to be approved. I will send you a copy of the letter as soon as we receive it. In the mean time, any contributions made to Country Kids Camp are fully deductible.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

  
Sandra Dickson, CPA



CU21050003 -- 5889 Center Hill Church Road



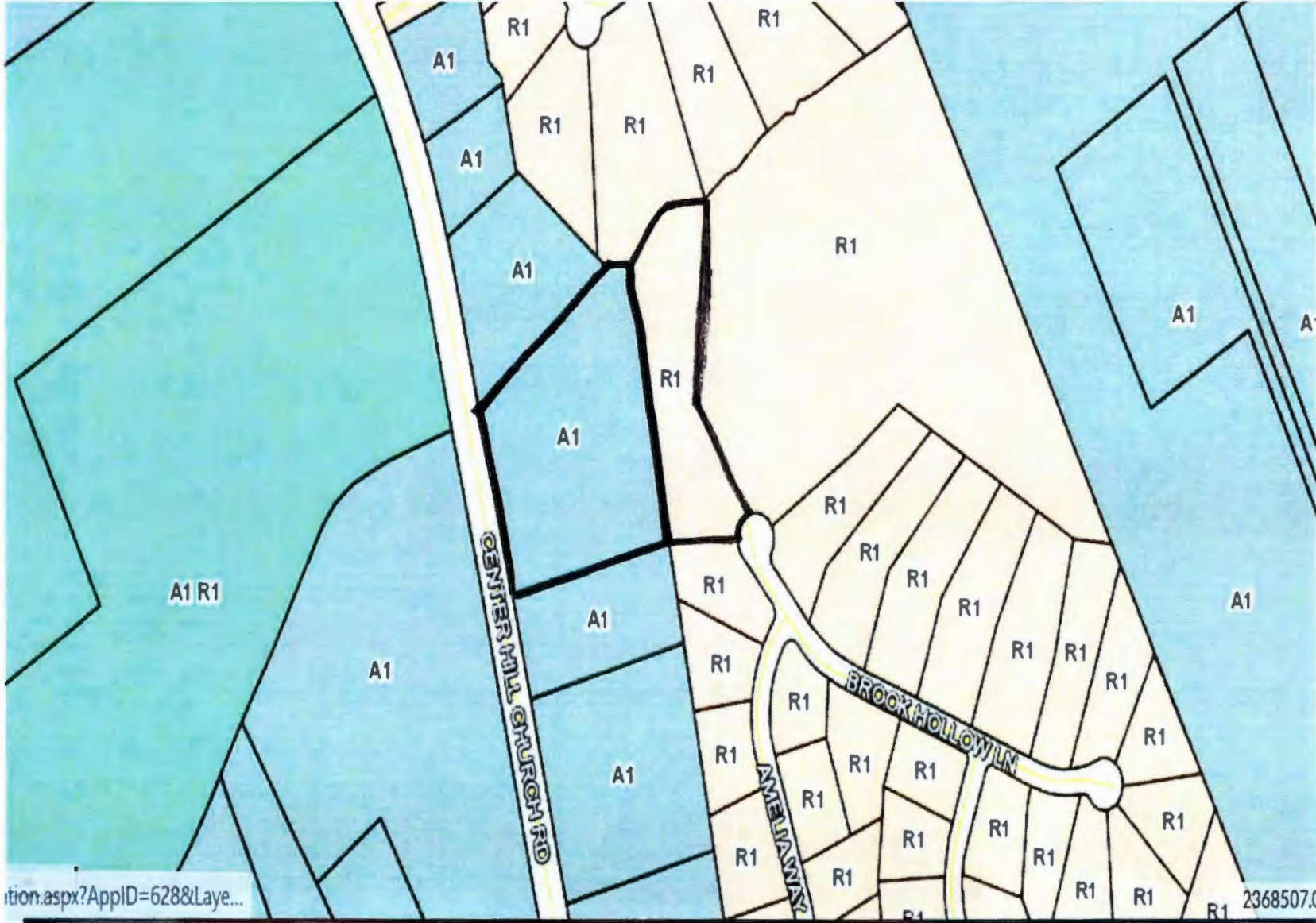


CU21050003 – 5889 Center Hill Church Road





CU21050003 – 5889 Center Hill Church Road





CU21050003 – 5889 Center Hill Church Road





6. Conditional Use – CU21050003– Conditional Use for summer day camp on 4.13 acres – Applicants/Owners: Kevin & Shelley Shelnutt – Property located on 5889 Center Hill Church Rd-Map/Parcel C0110108 – District 2.

**\*\*And 336 Brook Hollow Lane – 2.43 acres**



Parcel ID - N011F018  
 Alt Id - 19440  
 Address - 336 BROOK HOLLOW LN  
 Owner - SHELNUTT KEVIN D & SHELNUTT SHELLEY S  
 Acres - 2.43  
[View: Reports | Field Definitions | Google Maps opens in a new tab](#)

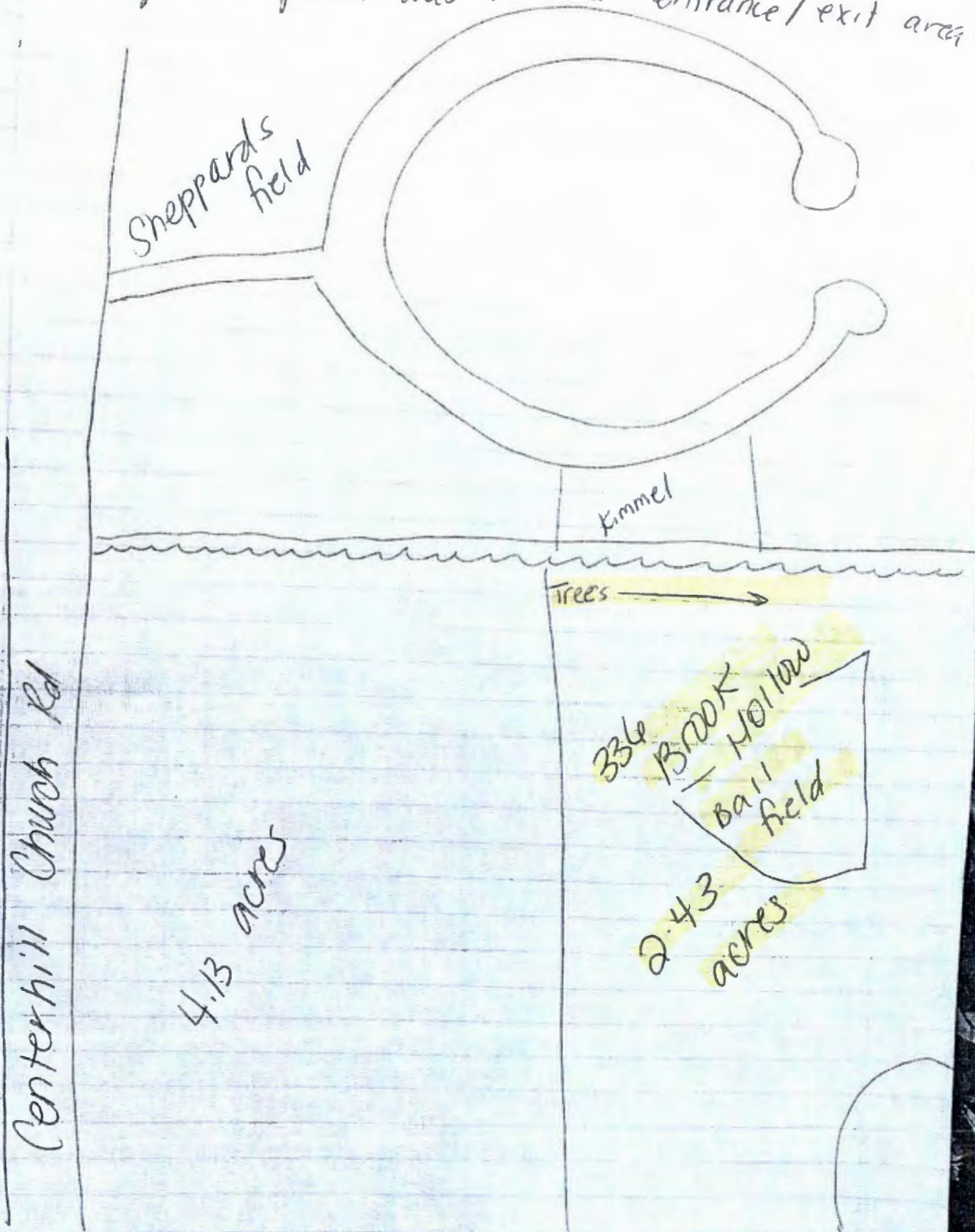
Parcel ID N011F018  
 Class Code Residential  
 Taxing District Walton County  
 Acres 2.43

Owner SHELNUTT KEVIN D & SHELNUTT SHELLEY S  
 P O BOX 610  
 LOGANVILLE, GA 30052  
 Physical Address 336 BROOK HOLLOW LN  
 Appraised Value Value \$34900

Last 2 Sales			
Date	Price	Reason	Qual
4/28/2014	\$20000	LM	Q
4/30/2003	0	UK	U

(Note: Not to be used on legal documents)

I would like to add the 2.43 lot to the permit. When beginning the process, I thought the permit was for the entrance/exit area



To whom it may concern,

I am writing this letter on behalf of Country Kids Camp and all the children that have been to this camp or are excited to go for their first time. Every year for the past 13 years in our Community of Walton County and surrounding areas children have come with smiles on their faces whether it be catching a fish for the first time, riding a horse, playing in the dirt, going down the slip-n-slide just being outdoors and enjoying nature it's an experience they remember forever. My personal experience with my own children this is a camp that made them think, explore and appreciate their natural surroundings as an endless playground full of wonder and endless possibilities. It's more hands on fun outdoor activities; letting the kids be kids Old fashion fun! Playing in the mud, catching a fish, singing songs, making new friends and riding a horse are probably some of their favorite times at Country Kids Camp. And let us not forget always giving back to the community with the famous dunk tank. The children have the opportunity to bring money for the dunk tank which is then donated to a family in need that particular year. This shows how important it is to help others but having fun at the same time. No matter what the age every child always wants to come back year after year. Country Kids Camp has a powerful positive impact not only with the children that they work with directly but also on the larger community as a whole.

“Never miss an opportunity to put a smile on someone else's face”

Thank for your time,

Tiffany Nicholson  
678-614-7317

5/3/2021

To Whom It May Concern:

This letter is in regards to the outstanding service provided to our community by Shelley Shelnutt and the staff at Country Kids Camp. I have three children that have attended Country Kids Camp for the past 10 years. They now return each year as volunteers and group leaders. This camp has provided them with the opportunity to make wonderful, life long memories and friendships. As young campers, they would cry on the last day of camp each summer because they did not want it to end. Even now as teenagers, it is one of their favorite things to do. They talk about memories from camp all year long and start looking forward to the following summer on the last day of camp each year.

They have had opportunities to participate in things that they would otherwise never have the opportunity to do. There is not another camp anywhere close to our community that gives kids the chance to learn and play outdoors each day like Country Kids Camp. Shelley and her staff are absolutely wonderful with the children. They teach them about kindness and compassion through modeling that behavior on a daily basis. The love they have and show for the children shines through in all they do.

As a parent, I am eternally grateful to Shelly and her staff for all they have done and continue to do for my children and the children in our community. It is truly remarkable that we have such a wonderful experience so close to home that children can be a part of.

Sincerely,

*Katie Allen*



May 3, 2021

To Whom It May Concern,

Thank you in advance for taking the time to read this information. Country Kids Camp /nonprofit is an unbelievable organization. This organization not only focuses on sharing real life things our children need but it gives our children a support system. In any time throughout history, more importantly today, our children need support. They need people they can trust. Shelley and Kevin Shelnut are that for anyone they meet. Over the years they have built an extraordinary camp. They have taught children how to help others. It gives children somewhere to go and BE OUTSIDE. It gives children an opportunity to learn about others, to be with all types of children, learn together as ONE.

This has not only been for their camp attendees but for even our baseball group. Our players gathered items at Christmas in order to just participate in sponsoring a few of the 900+ children she organizes to have Christmas!! These are children in need IN OUR COMMUNITY!! These are families under our noses, these may be our neighbors!!! We need people like Shelley and Kevin to host this nonprofit to help others.

Please I ask that you review all information and help Country Kids Camp nonprofit organization and help us as a community. Also, visit their Facebook page yourselves, look at these children that benefit. This is a vital part of keeping our community what it is, community.

Thank you again. Thank you for your time an investment as well.

Sincerely,

Michelle Gilley

To Whom it May Concern:

Country Kids Camp, locally known as CKC, is a fundamental part of the community in Walton County that allows children to have an experience with an outdoor setting. I have gotten to be part of the camp as a parent and as a volunteer, and I believe that CKC should be allowed to continue its current practices and should even be used as a model for other summer day camps.

As a parent of a child who has attended CKC for the last three years, I cannot say enough positive things about the program. I have a child who has severe ADHD impulse issues. At CKC, he doesn't need his medication to function, and it gives him a chance to truly be himself and explore his creativity, proprioceptive awareness, leadership abilities, and so much more. The staff at Country Kids Camp are plentiful but quality, and every one of them have a heart for loving the kids and demonstrating great behavior. They understand my son, and keep my child constantly engaged and entertained by moving through many different activities. Every day after CKC, he is fully tired and satisfied, something that is hard to do with a child whose brain is normally nonstop. He invites all of his friends to CKC and stretches his social skills by making new friends each week at CKC, which can be tough for a child who has severe ADHD. He opens himself up to others, which is a skill he was taught by his camp counselors, and not something I could replicate on my own. It is a beautiful thing to see him grow through his experiences at Country Kids Camp.

As a volunteer staff member, I see the love and dedication that the Shelnutts have for everyone involved. She truly wants the best staff, and I have seen her make the hard decision to only choose the best volunteers and paid positions so that the children are the first priority. Safety is key at CKC, and every staff member, paid or unpaid, goes through a safety training that teaches them how to prevent accidents and injuries, but also how to handle them if things were to ever go wrong. Shelley employs registered nurses, certified and trained lifeguards, and many certified Georgia educators, myself included. Most of the staff are first aid and CPR trained. Last year, the ratio of campers to counselors in most groups was 3:1. Every aspect of camp from carline to lunch, to each of the activities has been thoroughly thought out and made as safe as it possibly can be.

Country Kids Camp is a part of the community, and people bond over their experiences there. Children are coming back every year and can't wait until school is out so they can go to camp. Many of the counselors were once campers, and the camp made such an impact on them, they felt the desire to pass that sense of belonging on to the next generation. This is a huge testament to how wonderful and impactful the camp is. I would recommend it for the highest honors as both a volunteer and mother of a camper.

Thank you,



Megan Caylor

5/3/2021

Fwd: Country Kids Camp Community Letter - tracie.malcom@co.walton.ga.us

**Subject: Fwd: Country Kids Camp Community Letter****Michelle Gilley** <mgilley09@gmail.com>  
to Charna Parker

3:39 PM (48 minutes ago)

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

And yet another :)

----- Forwarded message -----

From: **Shelley Shelnut** <wwf2006@bellsouth.net>  
Date: Mon, May 3, 2021, 3:28 PM  
Subject: Fwd: Country Kids Camp Community Letter  
To: Michelle Croley Gilley <mgilley09@gmail.com>

Sent from my iPhone

Begin forwarded message:

**From:** Jessica Shirah <jessica.shirah@gmail.com>  
**Date:** May 3, 2021 at 3:24:41 PM EDT  
**To:** [wwf2006@bellsouth.net](mailto:wwf2006@bellsouth.net)  
**Subject:** Country Kids Camp Community Letter

Hi. My name is Jessica Shirah. I live in Walton County with my husband and 3 young children. I have been a teacher for 5 years, volunteering with young children at church and my husband is active in coaching multiple sports across multiple ages in this community. Therefore, we have been lucky enough to observe and learn how children learn best and avenues that benefit their emotional well being. That being said, I have never witnessed a space where children benefit as much as they do both socially, physically, emotionally and cognitively as they do at Country Kids Camp. What a mighty blessing it is to have this (along with the charitable Country Kids Christmas Round-Up) in this community. What better evidence of the MASSIVE support this camp has than the number of people wanting to sign their children up. The fact that it books up with one month of openings (3-4 months) before summer is the overwhelming evidence that other parents and people in the community see the benefit of this camp for children as well. I am overwhelmed with joy to have a space where by boys can be boys and play outside. In a time where such limited options for outdoor sensory play is available to small children; something every trained child care giver knows is vital, we are privileged to have this within our community. Shelly Shellnut is one of the most caring, passionate, hard working and driven individuals I have had the pleasure to meet and know. There is no one better to provide a safe and enriching space for children. I know what a detriment it would be for not just my children, but the children in this community and beyond to lose this amazing opportunity. I pray that children will continue for many years to come say "That was the best summer ever!" as they do now and to look back at the Country Kids Camp in Walton county shaping them into the wonderful men and women to lead our community and beyond.

Sincerely,

Jessica Shirah

[jessica.shirah@gmail.com](mailto:jessica.shirah@gmail.com)

To whom it may concern:

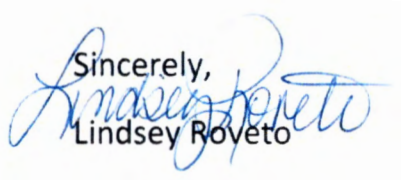
I am writing on behalf of Country Kids Camp. CKC has been a part of our lives for many years. Both of my children attend each summer and I am the Registered Nurse at camp. Camp has touched the lives of many children and has provided so many children with life long memories. Screen time has changed the way our children develop and play. Camp teaches children that they do not have to have video games in order to have fun.

The laughter alone is contagious at camp. Walton County is a better place because of Country Kids Camp. Families drive for miles and miles to be able to attend camp.

The day is started out with prayer, and then it's a rotation of activities that the campers love. Fishing, swimming, team building, art and music are just a few of the many things that our kids get to enjoy. Back to the basics is so important for sensory skills and social skills.

Country Kids Camp is much more than an outdoor experience for children in our community. This camp teaches our children to be Good Samaritans. The Christmas Round Up provides over 900 kids in our community with Christmas, and we always raise money for a sick child in our community.

Children in Walton County would be devastated not to have camp. My kids look forward to it all year. They have made lifelong friends. I ask you to please consider this as a plea for CKC.

Sincerely,  
  
Lindsey Roveto

To whom it may concern,

We recently received a letter stating that a conditional permit has been applied for by the homeowners at 5889 Centerhill Church Road to open a camp. We would like to take the opportunity to express our concerns:

- Can a camp open June 1 without a conditional permit but has requested one or do they have to wait for a final ruling? Camp in fact opened yesterday June 1, 2021 (as well as today?)
- Can a camp operate on a property address that is different from the address that they are requesting to operate a camp. Yes they own two both properties but are only permitting one of them. These ARE separate addresses.
- Is the property that is used as the PE field which is on **336 Brook Hollow Ln, Loganville Ga.** included in the CKC permit application, Fire Inspection, Exempt number and most of all insurance policy of a camp at **5889 Centerhill church road**? If a child was injured on the Brook Hollow lane property would that child be covered under the camps insurance? The section used of this property is only seen / accessed from the back of 5889 Centerhill Church Road.
- If CKC continues to use the backside of 336 Brook Hollow for camp use, how do we keep them from using the rest of the property which is in the Sandy Creek neighborhood. At this time they are using the back third of the lot.
- Can they use the creek / stream area, build slides, concrete stairs and swings, have 150+ kids play in it and stay clear of any environmental concerns?
- Noise- Yes, the camp can be heard in the surrounding neighborhoods and using property not included in the permit request increases the size of camp and the use of a megaphone more and more each year. Yes, this can negatively affect property value to residential property alongside the camp. 4 wheelers towing a train, runs all day can be heard as well as megaphones which can be heard outside as well as inside our house. It is simply not true that camp can not be heard by surrounding neighbors.
- Since fencing is NOT in place in areas noted on the permit, how can we get this rectified. Campers can easily enter other properties via the stream or accidentally falling off the backside of 336 Brook Hollow Lane as well as simply walking up stream.
- CKC has in the **past had** overnight dates listed on their registration form. Can this happen again in the future and what is to prevent this from happening?
- A Friday Night Fright Fest was held last October 2020 at CKC by Kayla Shelnut - This was in addition to the 15 days last year.
- A one day camp was held in October 2020 at CKC by Kayla Shelnut - This was in addition to the 15 days last year.
- The application states 15 days only. This seems to be a "grey" area. How is this monitored or should these dates be on the application as well? Is there a consequence for adding days in the future by CKC or other family members?

We all know that there has been a social media campaign and petition in support of the camp. Our concerns have never been about a camper's experiences and happiness but safety and legalities. It is easy to see that campers are having a wonderful time at camp. The camp opened June 1, 2021 WITHOUT a permit in hand, we have been told by the zoning department this is not allowed.

Many of our friends (from facebook) were contacted by a very close family friend / member to the Shelnut family to strongly urge them to ask us refrain from stating our concerns about the camp. These calls were **aggressive in nature and borderline threatening** and accusing, I have started to receive calls telling me to NOT show up at the June 3rd meeting. I can't imagine this is how CKC owners want their camp represented and hope that cyberbullying and harassment is NOT something CKC stands for. I did reach out to the directly to the women contacting my friends and offer my phone number for her to call me personally. She declined.

Again, our concerns are about liability, environmental and children's safety and a permit application that actually contains both property addresses used for camp but not included in the application.

Between the threats, harassment and hundreds of people who plan to show up Thursday, we do see a path to voice to express our concerns in person.

Via facebook, Kevin Shelnut states that they "we just want to continue to have camp the way they always have for over a decade". Exactly to our point, many of those ways the camp has been run are not consistent with the Exempt regulations they have from the Georgia Department of Early Care and Learning and lacked proper permitting for over 12 years and offers many areas of concern.

Please let us know if we need to do anything further to ensure that the town is aware of all of our concerns.

Kindest Regards,

Karl & Diana Kimmel  
917- 589-8457

# Conditional Use CU21050017

## Staff Analysis

Commission District: 3- Shelnut

Planning Commission Hearing Date: 07-01-2021

Board of Commissioners Hearing Date: 08-03-2021

**Parcel ID: Map C0520065**

**Acreage: 19.86 acres**

**Applicant:**

**Verizon Wireless**  
**10300 Old Alabama Road**  
**Alpharetta, Georgia 30092**

**Owner:**

**Geiger Farms LLC**  
**1037 Woodall Cres**  
**Tignall, Georgia 30668-4222**

**Property Location:** 3670 Anglin Road

**Current Character Area:** Rural Residential

**Current Zoning:** A1

**Request:** Conditional Use for a cell tower.

Article 5 Permitted Uses  
 Part 1 Permitted and Conditional Uses  
 Section 100 Table of Permitted and Conditional Uses

A. The Permitted and Conditional Uses listed in the table below shall be permitted in Walton County zoning districts and no structure shall be erected, structurally altered or enlarged unless the use is permitted as:

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
513322	Cellular & Other Wireless Telecommunications	Yes	C	C	C							C	C	C	C	P	P

**Site Analysis:** The 19.86 acre tract of land is located on 3670 Anglin Road. The surrounding properties are zoned A1 and R1.

**Zoning History:** No History

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

**Comments and Recommendations from various Agencies:**

**Public Works:** Public Works recommends a commercial driveway apron be installed.

**Sheriffs' Department:** No impact to the Walton County Sheriff's Office.

**Water Authority:** This area is served by an existing 10" water main along Youth-Jersey Road (static pressure: 75 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No concerns

**Fire Code Specialist:** No comment

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

**Development Inspector:** No comment received

**DOT Comments:** Will require GDOT coordination.

**Archaeological Information:** No comment received



**PC ACTION 7/1/2021:**

- 1. Conditional Use – CU21050017– Conditional Use for a telecommunications tower on 19.86 acres – Applicant: Verizon Wireless/Owner: Geiger Farms LLC – Property located on 3670 Anglin Rd-Map/Parcel C0520065 – District 3.**

**Presentation:** Shamaury Myrick with Verizon Wireless represented the case. Verizon Wireless wants to install a 195' tower that has a 4' lightning rod. It would be an 80X80 SQFT leased compound. It would support local 911 and EMS services and the coverage gap on Youth Jersey Road. There were no questions from the board.

**Speaking:** None

**Recommendation:** John Pringle made a motion to recommend approval with conditions that a Commercial Driveway Apron be installed with a second by Josh Ferguson. The motion carried unanimously.

# Conditional Use Application # CU21050017

Planning Comm. Meeting Date 7-1-2021 at 6:00PM held at WC Board of Comm. Meeting Room - 3rd Floor  
 Board of Comm Meeting Date 8-3-2021 at 6:00PM held at WC Historical Court House - 2nd Floor  
 You or a representative must be present at both meetings

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

**Map/Parcel** C0520065

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Verizon Wireless</u>	<u>Geiger Farms LLC</u>
<u>10300 Old Alabama Rd</u>	<u>1037 Woodall Cres</u>
<u>Alpharetta, GA 30092</u>	<u>Tignall, GA 30668 -4222</u>
	<small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>678-277-3502</u>	Phone # _____

Location 3670 Anglin Rd Loganville, GA Present Zoning AI Acreage 19.86

Existing Use of Property: Vacant/Farm Land

Existing Structures: NA

Property is serviced by:

Public Water: \_\_\_\_\_ Provider: \_\_\_\_\_ Well: \_\_\_\_\_

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

The purpose of this conditional use is: To construct a 199' monopole telecommunications tower and 60' x 60' compound.

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 Shamary Myrick Date 5/18/2021 Fee Paid \$250.00

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

Office Use Only:

Existing Zoning AI Surrounding Zoning: North AI South AI  
 East AI West RI

Comprehensive Land Use Rural Residential

Commission District: 3-Shelnett Watershed: Cornish Creek

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

### Standard Review Questions:

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

#### Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.
  - a. The proposed site is designed to adhere to all the provisions of the code and to minimize possible adverse influences on adjacent properties.
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.
  - a. The proposed site will have minimal impact on the vehicular traffic in the area. The site, under normal conditions, will require maintenance quarterly, with one vehicle servicing the site.
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use
  - a. There will not be any parking needed for the site.
4. Public facilities and utilities are capable of adequately serving the proposed use.
  - a. The proposed site will not need public facilities. The utilities in the area are sufficient for the proposed use.
5. The proposed use will not adversely affect the level of property values or general character of the area.
  - a. The proposed use should not have an adverse affect on the value or general character of the area.

**AUTHORIZATION  
BY PROPERTY OWNER**

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Wilcox 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: Verizon Wireless  
Address: 10300 Old Alabama Rd. Alpharetta, GA 30092  
Telephone: 678-277-3502  
Location of Property: 3670 Anglin Rd Loganville GA

Map/Parcel Number: CO520065

Current Zoning: A1 Requested Zoning: A1

[Signature]  
Property Owner Signature

Property Owner Signature

Print Name: GEIGER FARMS, LLC  
Address: 1037 Woodhall Cres. Tignall, GA 30668  
Phone #: (404) 219-8899

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

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

[Signature] 4.19.21  
Notary Public Date





## YOUTH JERSEY ROAD: CO-LOCATION STATEMENT

### VERIZON YOUTH JERSEY ROAD CO-LOCATION STATEMENT: NO SUITABLE OR AVAILABLE STRUCTURES

This collocation statement is submitted in support of Verizon Wireless' application to construct a new cell tower in Walton County, GA, at 3670 Anglin Road, Loganville, GA (Coordinates Latitude 33.766315 and Longitude -83.835106. The collocation statement a) Explains Verizon's guidelines and standards for selecting the site, and b) Demonstrates that Verizon's site selection process is not incongruous but in harmony with the collocation requirements of Walton County Comprehensive Land Development Ordinance and specifically its Telecommunications Antennas and Towers provisions.

Three (3) guiding principles are used in our consideration of existing towers and tall structures for collocation when we search for a new tower site. They are as follows:

**First**, Verizon requires that the search for their new cell sites must first consider and exhaust all potential existing towers, existing tall structures, and any known proposed new towers before constructing a new cell tower. The building of a new cell tower is very expensive. It is time consuming. And it has a long drawn out and often complex Federal, state, and local government approval processes. Furthermore, Verizon is in the business of providing wireless telecommunications services to its customers, and satisfying its FCC license obligations in the county, and not the business of building, owning, and managing cell towers. Therefore, when



## YOUTH JERSEY ROAD: CO-LOCATION STATEMENT

Verizon is building a new cell tower, there are no collocation opportunities available to address their coverage objectives.

**Second**, Verizon's site selection strategy and its priority to seek out collocation opportunities first is consistent with of Walton County's Telecommunications Antennas and Towers provision the stated purpose as follows: To Maximize use of any new and existing telecommunications towers through co-location so as to minimize the need to construct new towers and minimize the total number of towers throughout the County (Art.6. §100.E.(251).

Therefore, pursuant to Art.6. §130.D.8.(256), to provide information to justify why co-location on an existing tower is not being proposed, the Applicant states and provides the following information:

Tower Engineering Professionals (TEP) between October 15, 2019 and September 30, 2020, a period of approximately eleven months, conducted documents search and field review of a three (3) mile radius and of the proposed cell tower site for collocation opportunities and found no existing cell towers or alternative tall structures on which Verizon Wireless could co-locate to address its critical coverage problem in the area target by its Radio frequency engineers. A follow up review was further conducted between September 2020 and March 24, 2021 and the situation remained the same. No existing cell towers or tall structures were found that achieve Verizon's coverage objectives in the area. A map showing the 3-mile radius searched along with

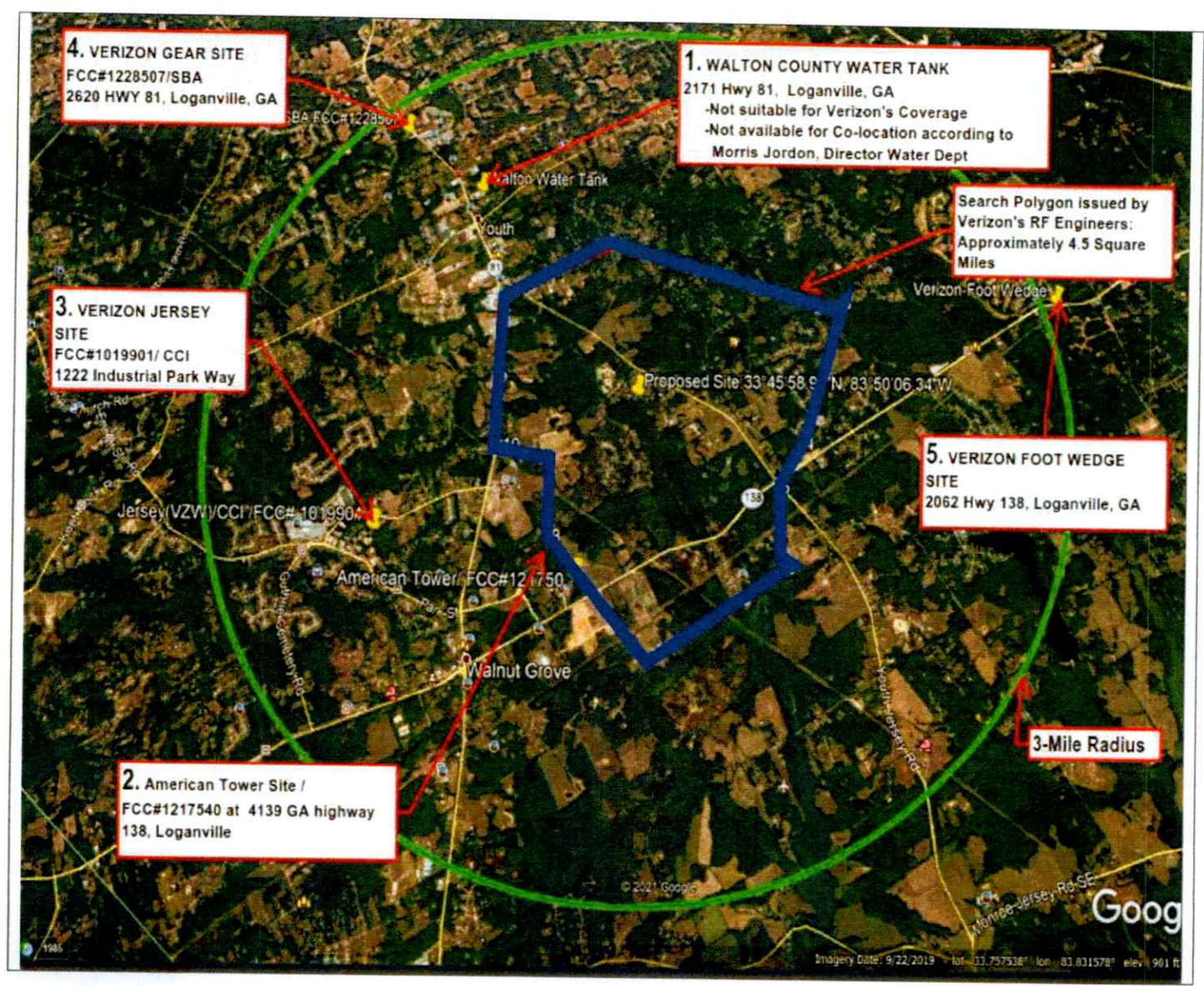


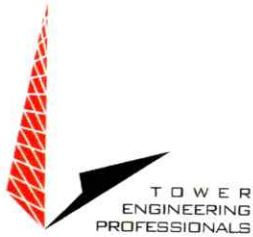


### YOUTH JERSEY ROAD: CO-LOCATION STATEMENT

a highlighted polygon illustrating the area outlined by Verizon's Engineers in which the cell site must be collocated is provided below as Image 1.

IMAGE 1.: Verizon's engineer's search polygon and 3-mile radius area searched for collocation opportunities.





## YOUTH JERSEY ROAD: CO-LOCATION STATEMENT

One (1) existing tall structure, a Walton County owned water tank, and four (4) existing cell towers were identified within the three (3) mile radius search area. None was found to be suitable to serve the targeted coverage area identified by Verizon. A description of the structure examined, and existing towers considered and the justification for their rejection by Verizon's Engineers are provided below:

### 1. Walton County Water Tank at 2171 Hwy 81, Loganville, GA 30052

Walton County Water Department Water tank located at 2171 Hwy 81 was examined by Tower Engineering Professionals and was rejected for two critical reasons.

First, Morris Jordon, Director of Walton County Water Department, was contacted with a proposal in November 2019, for the Water Tank to be evaluated for collocation. The proposal was rejected by Walton County Water Department. On November 26, 2019 Morris Jordon advised as follows: Our 911 and County Communication system already use this tank for their antenna with communication equipment on the ground so we would not want to lease any additional space on this tank. On November 26, 2019 Morris Jordon advised as follows: Our 911 and County Communication system already use this tank for their antenna with communication





### YOUTH JERSEY ROAD: CO-LOCATION STATEMENT

equipment on the ground so we would not want to lease any additional space on this tank. A copy of rejection message received from the county is provided below, as Image 2.

IMAGE 2.: Copy of Message from Morris Jordan, Walton County, Water Department

from: **Morris Jordan** <[morris.jordan@co.walton.ga.us](mailto:morris.jordan@co.walton.ga.us)>  
 to: **Lloyd McCarthy** <[ldmccarthy@tepgroup.net](mailto:ldmccarthy@tepgroup.net)>  
 cc: **Kevin Little** <[klittle@co.walton.ga.us](mailto:klittle@co.walton.ga.us)>  
 date: **Nov 26, 2019, 9:25 AM**  
 subject: **RE: Verizon Wireless. Youth Jersey Rd. Parcel # C0510161, Water Tank located at 2171 Hwy 81, Loganville, GA 30052**

mailed-by: [co.walton.ga.us](mailto:co.walton.ga.us)

Our 911 and County Communication system already use this tank for their antenna with communication equipment on the ground so we would not want to lease any additional space on this tank.

**Morris Jordan**  
 Director  
 Walton County Water  
[morris.jordan@co.walton.ga.us](mailto:morris.jordan@co.walton.ga.us)  
 770.267.1409 / Fax 770.554.6753

Second, Verizon’s Engineers determined that the county’s water tank was unsuitable to achieve their coverage objectives because it is almost two (2) miles NE and therefore too far away to provide coverage for the area from the area target for coverage. A map depicting the location of the water tank and its proximity to the area targeted for coverage and its proximity to the proposed cell site is shown at Image 2 (above).



## YOUTH JERSEY ROAD: CO-LOCATION STATEMENT

### 2. American Tower Site / FCC#121754: 4139 GA highway 138, Loganville, GA

American Tower Site / FCC#1217540 located at 4139 GA highway 138, Loganville, GA (N33.749250°, W -83.841611°) was in the collocation review process and was rejected by Verizon's Radio Frequency Engineers. The Engineers advised that the existing tower was too close to an existing Verizon site called Jersey(CCI /FCC# 1019901) located West at 1222 Industrial Park Way, Loganville. The map at **Image 1.** above shows the American Tower owned existing cell tower and its proximity to the proposed cell site.

### 3. Verizon-Jersey--Crown Castle Tower/ FCC# 1019901: 1222 Industrial Park Way, Loganville

During the collocation review process, the Crown Castle International owned existing cell tower located at **1222 Industrial Park Way, Loganville** was examined. It was approximately 1.8 miles West of the proposed cell site. Verizon's radio frequency engineers confirmed that Verizon is already collocating on the tower and unsuitable to achieve Verizon's coverage objectives for the target area. The location of the existing tower and its proximity to the proposed cell site is illustrated at **Image 1.**



## YOUTH JERSEY ROAD: CO-LOCATION STATEMENT

### 4. Verizon-Gear: SBA Communications Tower/FCC#1228507 at 2620 HWY 81, Loganville, GA

The existing SBA tower located approximately 2.8 Miles NW, at 2620 HWY 81, Loganville, was examined and rejected by Verizon's Radio Frequency Engineers. The Engineers advised that is the location of Verizon's existing site called Gear. It was too far North and unable to provide coverage for the area with the coverage problem. The Verizon site Gear is shown in **Image 1**.

### 5. Verizon Site Foot Wedge Loganville, GA (N33.77671, W-83.783) at 2066 HWY 138

An existing tower located approximately 3.2 miles East of the proposed cell site at 2066 Hwy 138, Loganville. Evaluations for collocation found that the tower was tower far East and that Verizon was already collocating on that tower. Verizon's Radio Frequency Engineers confirmed that it was Verizon's site called Foot Wedge. Consequently, it was rejected as a candidate for collocation. See Image 1. above for the existing tower's location and its proximity to the proposed tower site.

**TO CONCLUDE**, Tower Engineering Professionals collocation evaluation, conducted over the period October 2019 to March 24, , found no existing cell towers or tall structures suitable to address Verizon's coverage objectives for the proposed cell tower site. All existing towers and tall structure within a 3 mile radius of the proposed cell tower site were examined and rejected as unsuitable to address Verizon's coverage objectives for the proposed cell tower site.



## YOUTH JERSEY ROAD: CO-LOCATION STATEMENT

Respectfully Submitted,

---

Lloyd McCarthy, BCP, MA  
Site Acquisition Specialist  
Tower Engineering Professionals  
326 Tryon Road  
Raleigh, NC 27603  
Phone: (919) 539-4338  
Email:ldmccarthy@tepgroup.net



# RF Justification with propagation maps Youth\_Jersey\_Rd

19 Mar 2021

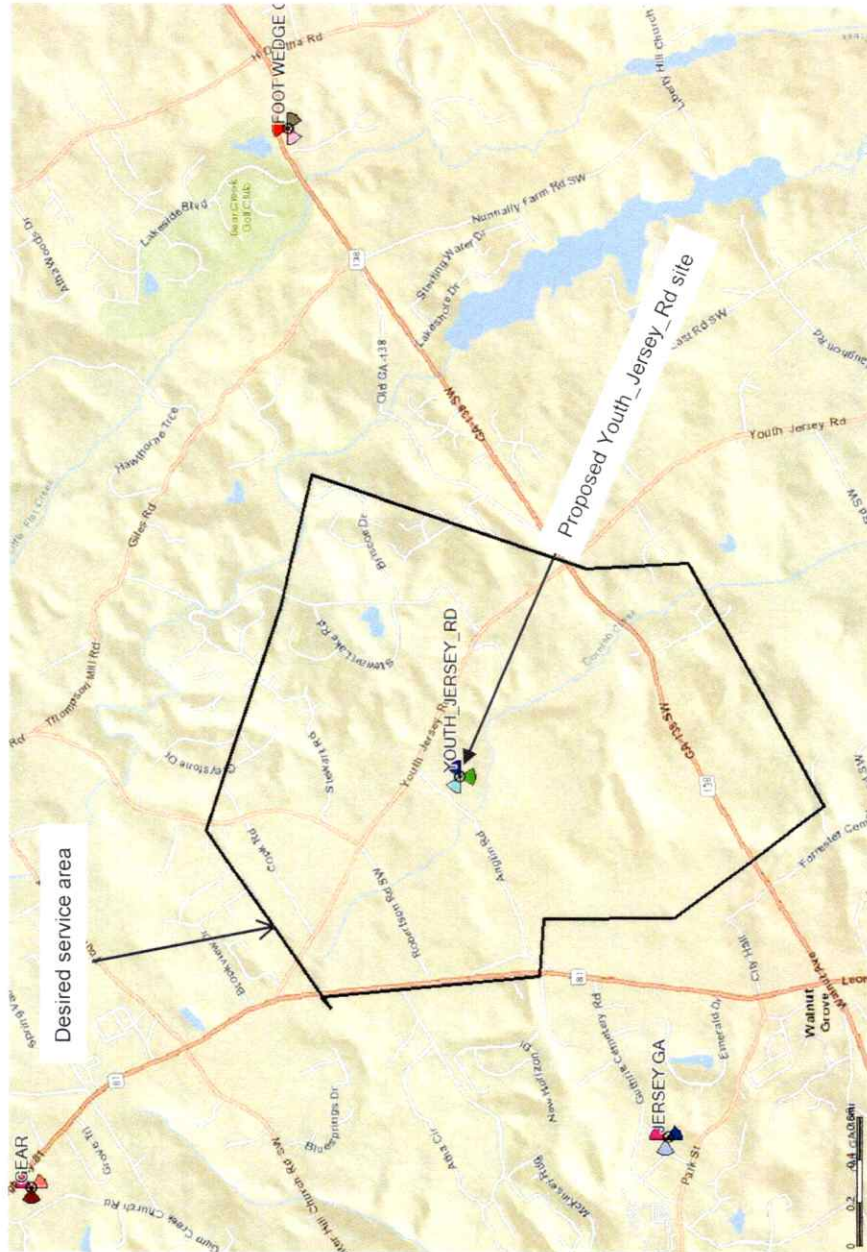
**SRIHARI NIMMAGADDA**  
Radio Frequency Engineer  
**Verizon Wireless**

Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.





# Service Area



- Youth\_Jersey\_Rd proposed location is located near 3670 Anglin Road, Loganville, GA 30052 in Walton County
- Location Coordinates  
33°45'58.97"N, 83°50'06.34"W
- Service improvements targeted on the area enclosed in black polygon as shown to the left. Objective is to improve In-building, In-Car & Street level coverage to residences, businesses, vehicles traveling along approximately 2.2 mile stretch of Youth\_Jersey\_Rd within the desired service area (black polygon shown), and other streets GA-138, GA-81, Robertson Rd, Broadnax Mill Rd, Residences along Cook Rd, Steward Rd, Stewart Lake Ct, Biscoe Dr, Magnolia Way, Meridian Lake DR, and other small roads with in the desired service area.



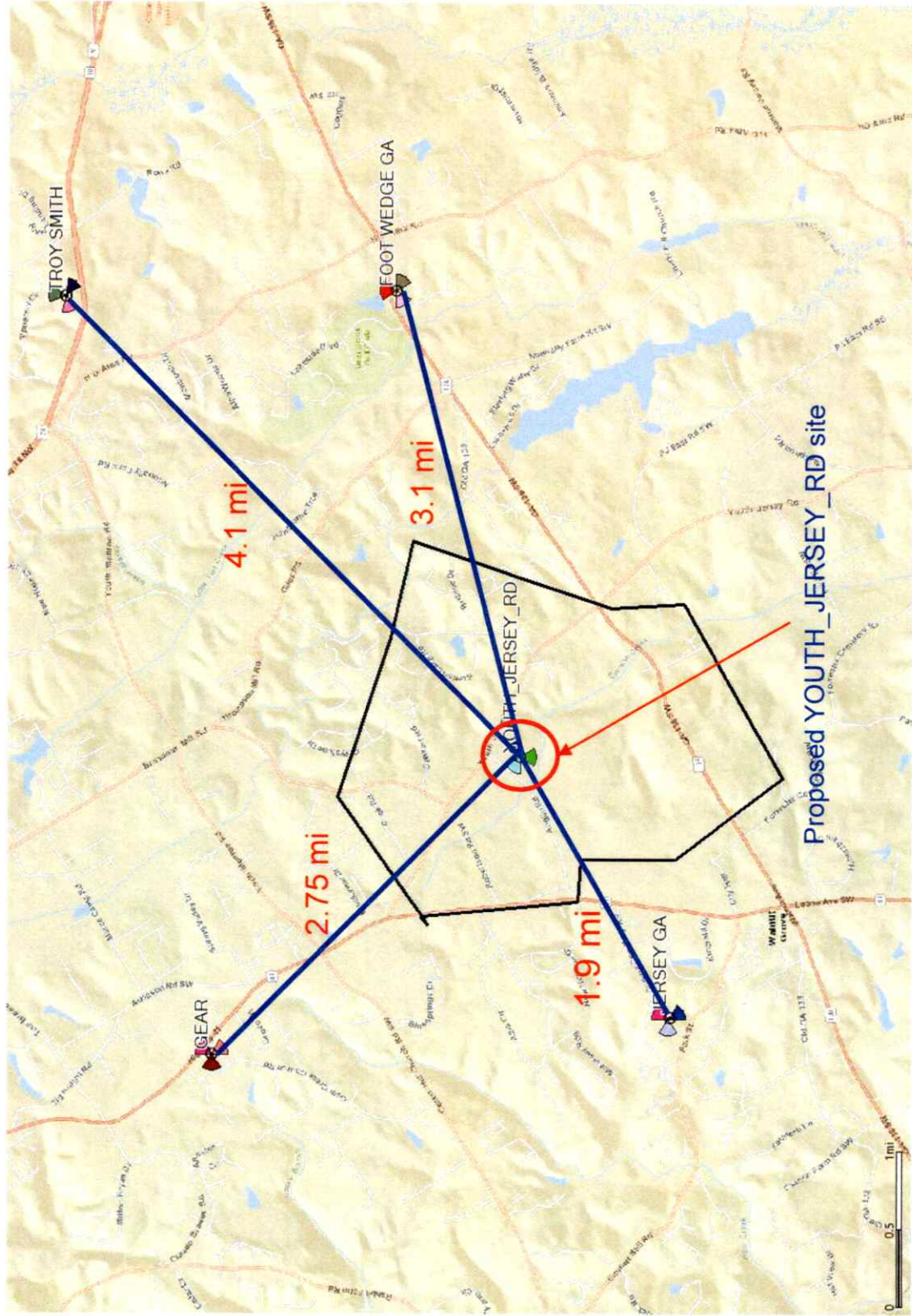
# Existing Verizon sites list around proposed site Youth\_Jersey\_Rd

Site Friendly Name	Latitude	Longitude	Street Address	State	City	County	Zip Code
JERSEY	33.753167	-83.864349	1222 Industrial Pkwy	GA	Loganville	Walton	30052
GEAR	33.79586111	-83.86697222	2630 Hwy 81	GA	Loganville	Walton	30052
TROY SMITH	33.807381	-83.782456	1781 Highway 78	GA	Monroe	Walton	30655
FOOT WEDGE	33.77671	-83.78301	2062 GA HWY 138	GA	Monroe	Walton	30655





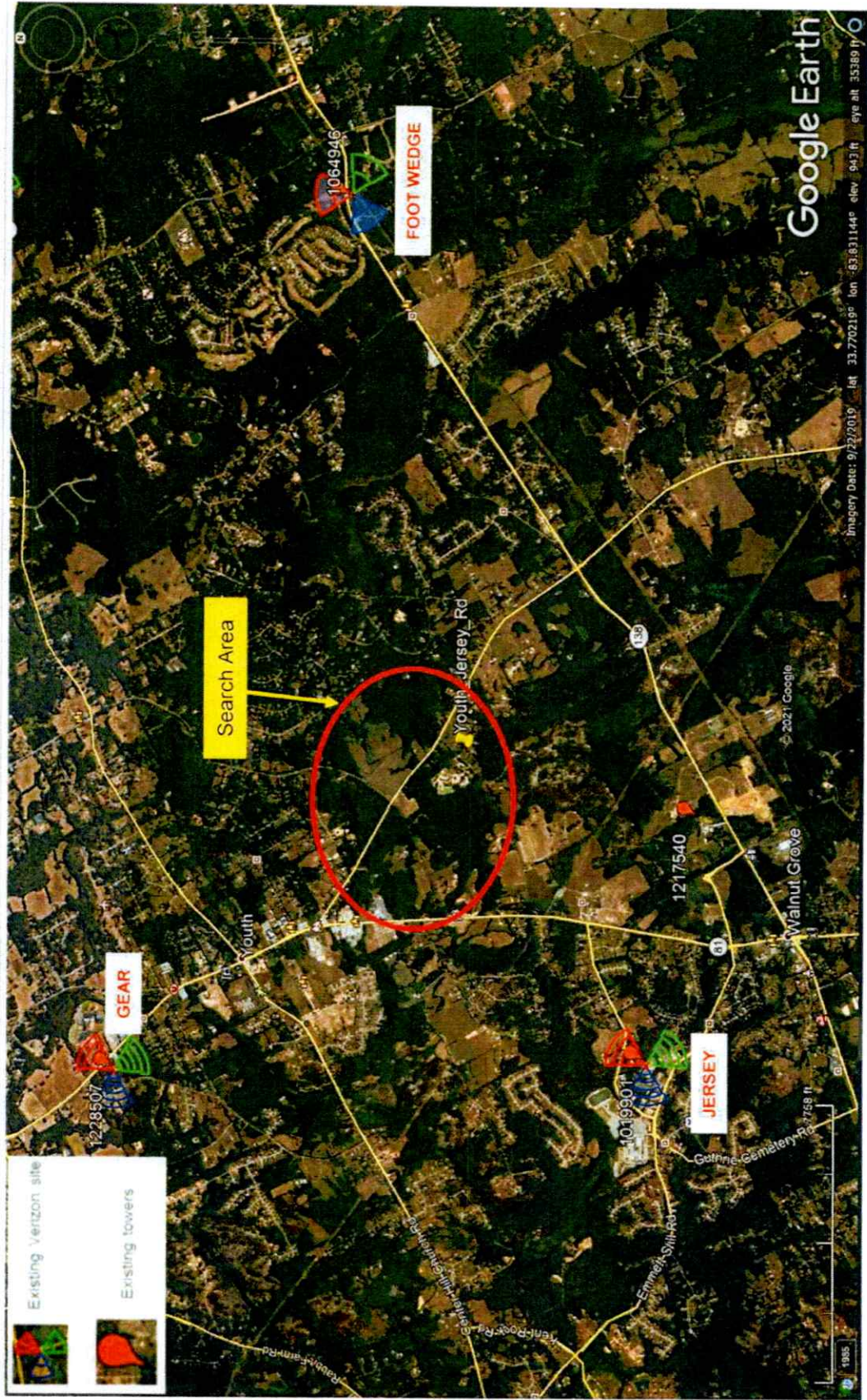
# Distance of proposed site to the existing VZW sites







# Inventory of existing towers around the Youth\_Jersey\_Rd search area – Google earth map







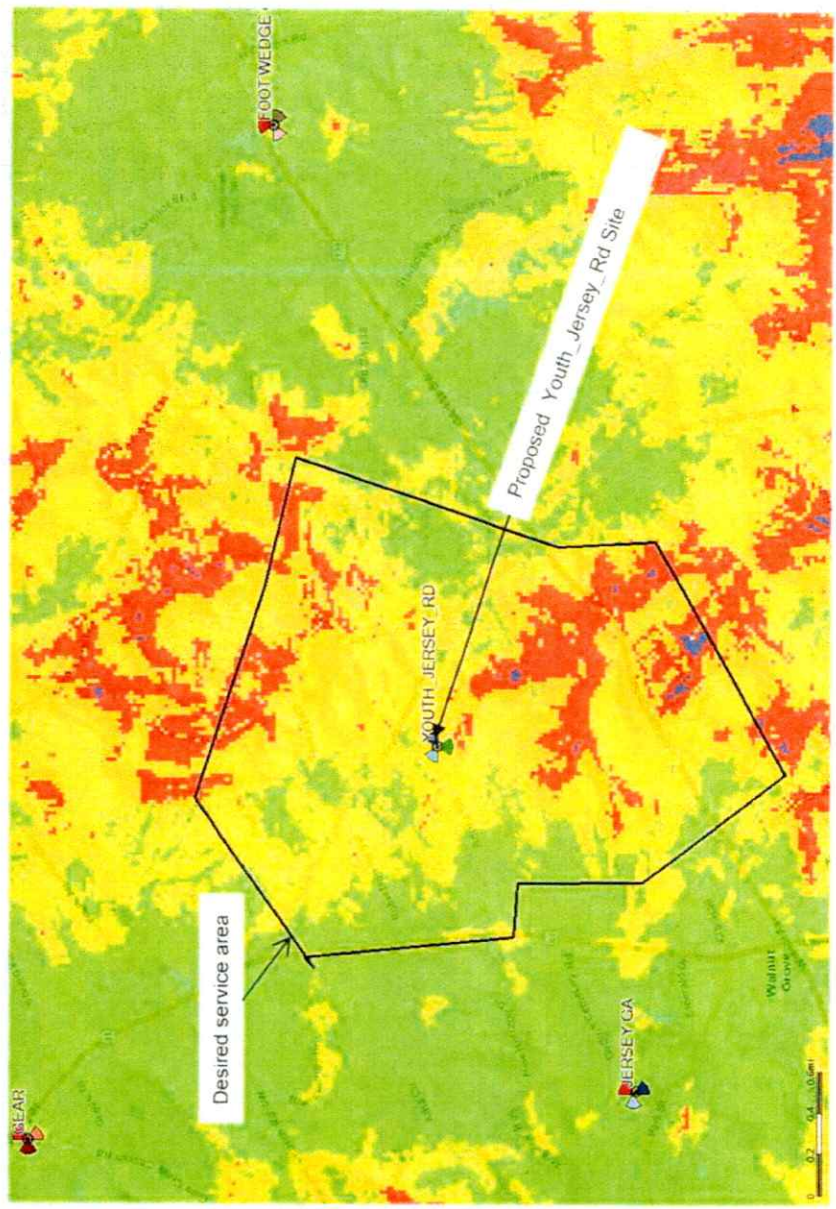
# Inventory of existing towers around the Youth\_Jersey\_Rd search area - Table

Owner Name	Registration Number	Latitude	Longitude	Structure City/State	Structure Height (ft)	Structure Type	Comments
SBA Towers III LLC	1228507	33.79586	-83.86697	Loganville, GA	250	Lattice Tower	Verizon existing site(GEAR)
Crown Castle South LLC	1019901	33.75317	-83.86436	Loganville, GA	201	Lattice Tower	Verizon existing site(Jersey)
American Towers LLC	1064946	33.77672	-83.78303	Monroe, GA	251	Lattice Tower	Verizon existing site(Foot Wedge)
American Towers LLC	1217540	33.74925	-83.84161	Monroe, GA	262	Lattice Tower	Too close(1.3 miles) to existing Verizon site Jersey.

The closest existing tower which is not an Verizon colocation is American Towers LLC (1217540) which is 1.25 miles from proposed location for Youth\_Jersey\_Rd. However, as shown in slide # 9, this is not improving the coverage that well in the desired service area and is also too close (only 1.3 miles) from existing Verizon site, Jersey which will have too much overlapping coverage between both which is an inefficient way of adding a new site and could also cause poor service to customers in the area due to interference.



# Existing LTE Coverage



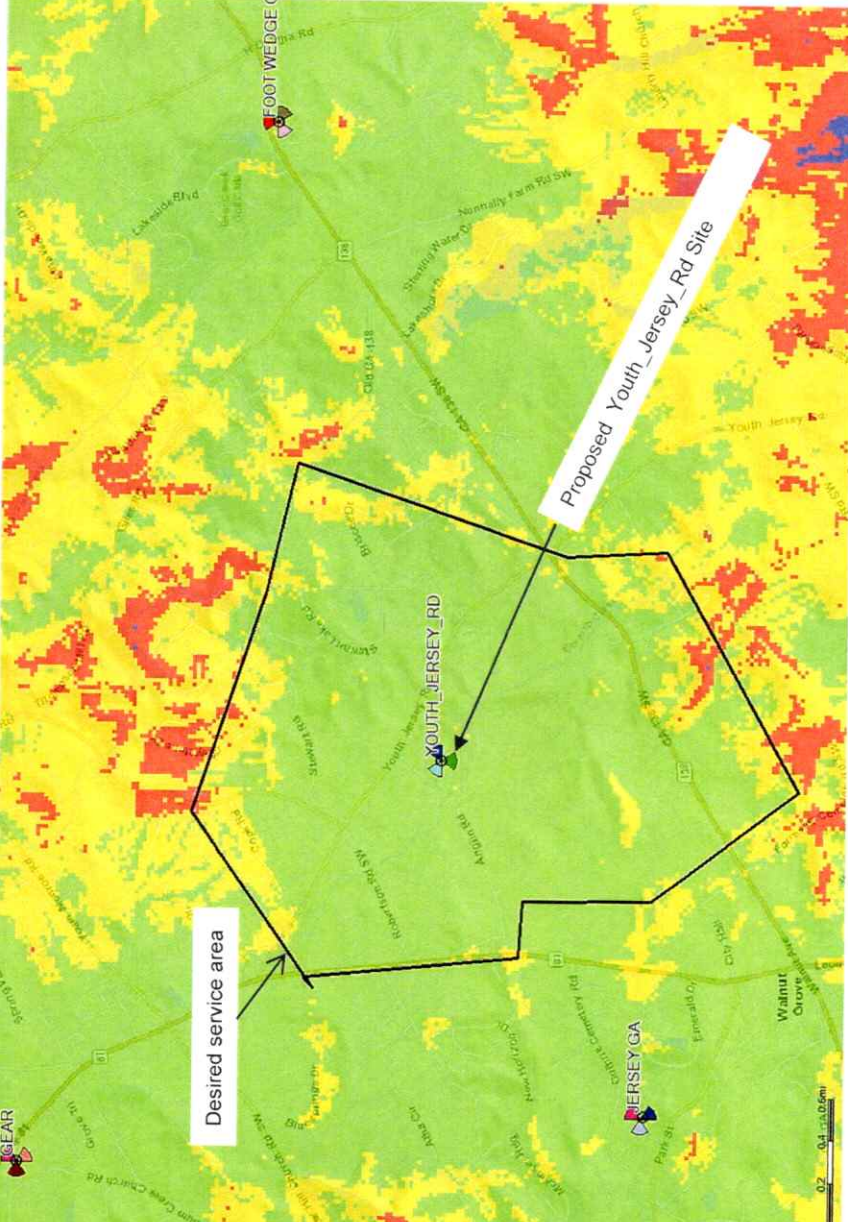
- As shown, there is no adequate In-building & In Car coverage in residential areas East and SW of Youth Jersey Rd and also in the areas on both sides of GA 138 SW and in farm houses along Robertson Rd SW & Anglin Rd.
- In general majority of the area inside the polygon is lacking in building coverage.





# Proposed LTE Coverage with Youth\_Jersey\_Rd Site – 190 feet Rad. Center

- Inbuilding Coverage
- In Car Coverage
- On Street Coverage
- Poor Coverage



As shown, there is a good improvement in In-building, In-Car & Street level coverage to residences, businesses, vehicles travelling along approximately 2.2 mile stretch of Youth\_Jersey\_Rd within the desired service area (black polygon shown), and other streets GA-138, GA-81, Robertson Rd, Broadnax Mill Rd, Residences along Cook Rd, Steward Rd, Stewart Lake Ct, Biscoe Dr, Magnolia Way, Meridian Lake DR, and other small roads with in the desired service area.

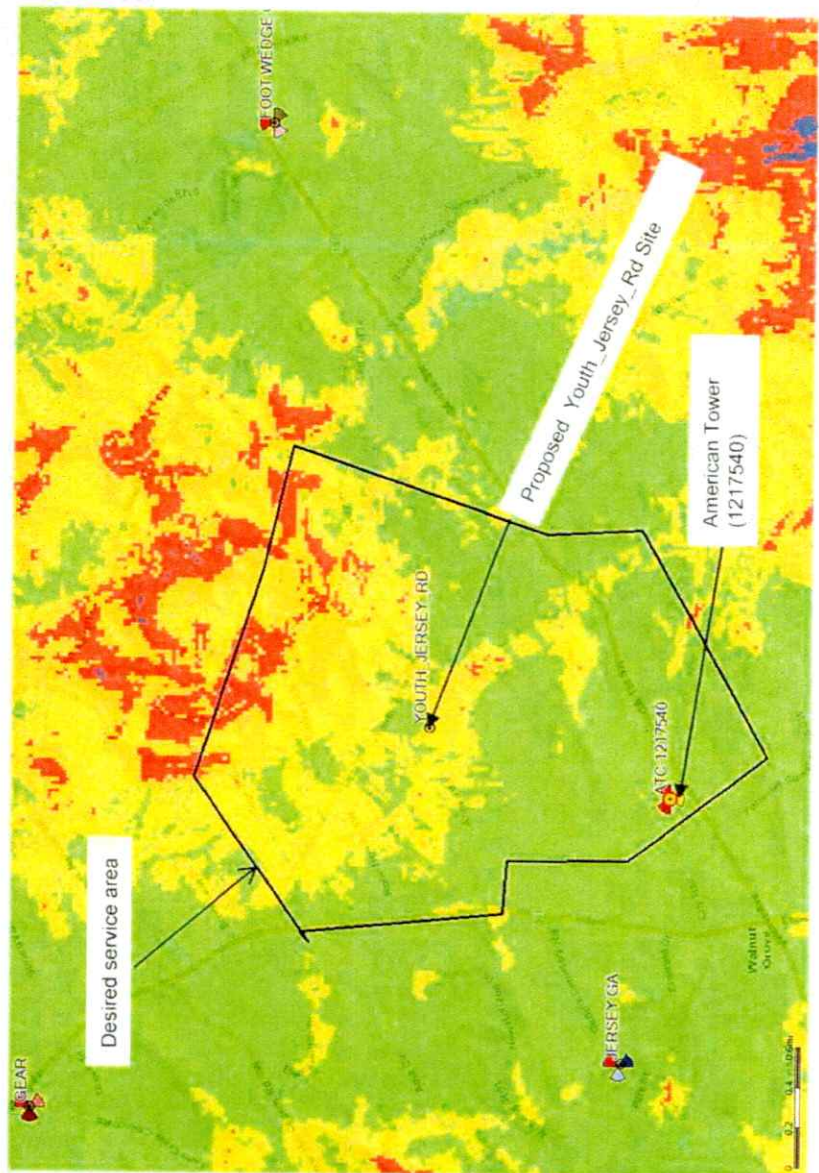
As such proposed Youth\_Jersey\_Rd site location will help improve In building, In car and On street coverages within the desired service area.





# Proposed LTE Coverage with American Towers LLC (1217540) – 190 feet Rad. Center

- Inbuilding Coverage
- In Car Coverage
- On Street Coverage
- Poor Coverage



- As shown, coverage from ATC tower (1217540) is not improving in building and in car coverage in residential areas to the North East and West of Youth Jersey Rd which is one of the major objectives of proposed new site. In general there is no improvement in in building coverage in approximately 40% of desired service area.

- 2<sup>nd</sup> reason why ATC 1217540 is not a viable candidate is due to it's close proximity (only 1.3 miles) from existing Verizon site Jersey which will have too much overlapping coverage between both sites which is an inefficient way of adding a new site and could also cause poor service to customers in the area due to interference.

- As such American Tower LLC location is not a good location to improve coverage within the desired service area.







# Youth Jersey Rd

Local Site Map



Legend

Site

Item 4.2.



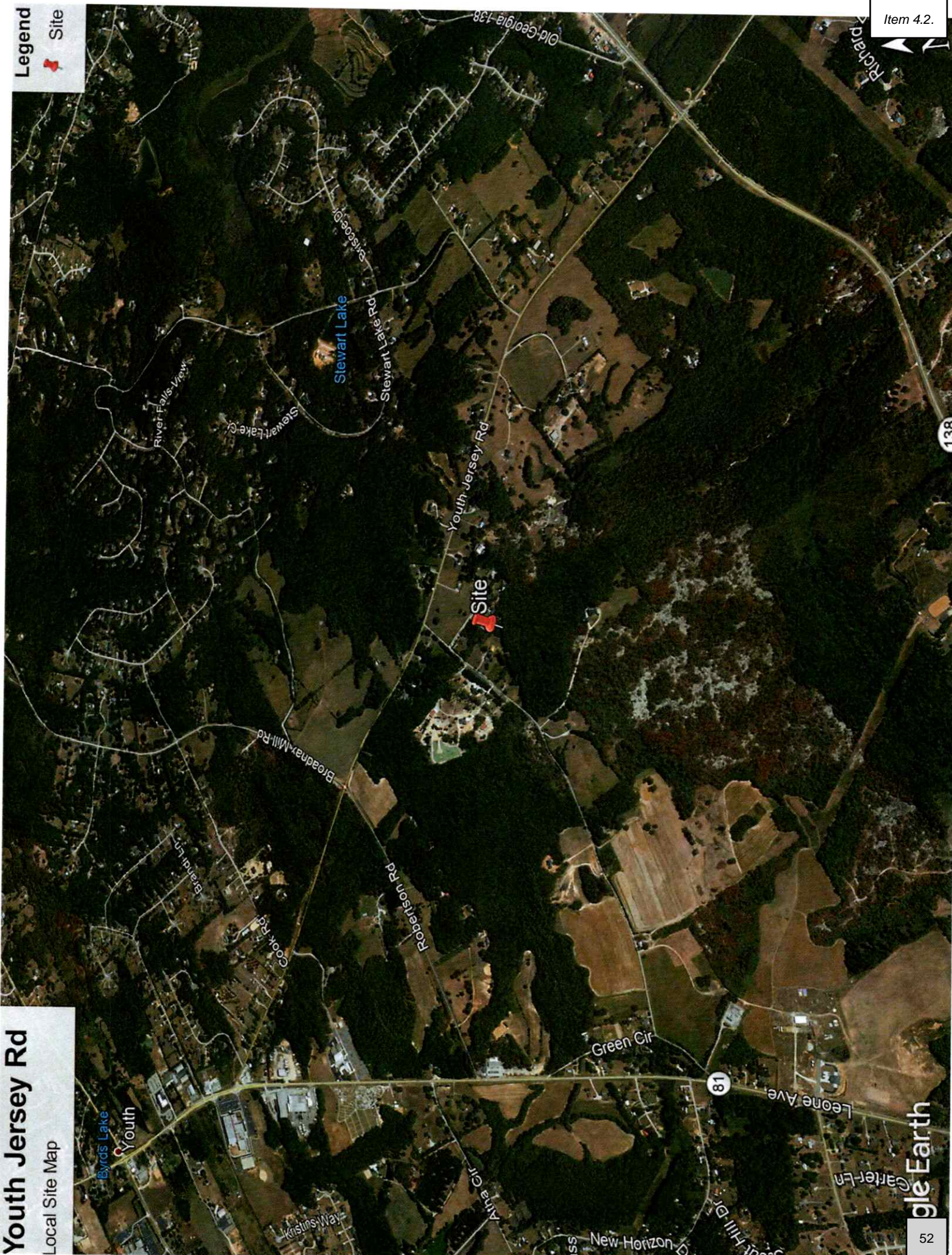
# Youth Jersey Rd

Local Site Map

Legend

Site

Item 4.2.



Google Earth



**STATE OF GEORGIA**  
**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**ANNUAL REGISTRATION**

**\*Electronically Filed\***  
**Secretary of State**  
**Filing Date: 2/22/2021 11:08:07 AM**

**CONTROL NUMBER** 10054158  
**BUSINESS NAME** GEIGER FARMS, LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 02/22/2021  
**ANNUAL REGISTRATION PERIOD** 2021, 2022

**ADDRESS** 1037 Woodall Crescent, Tignall, GA, 30668, USA

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
Powell, Anthony O. L.	10 Lumpkin Street, Lawrenceville, GA, 30046, USA	Gwinnett

**AUTHORIZER SIGNATURE** Vince T Geiger  
**AUTHORIZER TITLE** Member



## Tower Procurement Package for Monopole Tower

Youth Jersey Rd  
TEP No. 145469.511925  
March 23, 2021  
Page 1 of 8

- Site Name:** Youth Jersey Rd  
**Site Number:** 504719  
**Site Address:** Anglin Rd  
 Loganville, GA 30052  
 (Walton County)  
**Latitude:** N 33° 45' 58.97"±  
**Longitude:** W 83° 50' 06.34"±
- Structure Type:** Proposed 195-ft Monopole
- Contact Information:** Do **NOT** contact the owner with questions regarding the content of this Document. All questions or concerns shall be directed via email to: Matthew G. Young, P.E. (myoung@tepgroup.net)
- Design Capacity:** The tower shall be designed so that, once installed with all loading as shown in Table 2 – Design Antenna/Coax Loading, the tower superstructure and substructure shall **NOT exceed 100% of its capacity**. If, upon evaluation the design computes to be at a greater stress level than specified the bid will not be accepted. All bidders must provide design calculations verifying that this Design Capacity Requirement is met; see "Deliverables" for details.
- Materials:** Monopoles shall be tapered steel sections of polygonal or round cross-sections. No other materials or shapes shall be given consideration. However, straight sections with a flange connection are allowed to extend existing monopoles.
- Design Fall Radius:**  No Fall Radius Required  
 Fall Radius Required from Centerline of Tower: 100 -ft
- Standard:** As a minimum, all towers shall be designed to the requirements of ANSI/TIA-222-H, including released addendums.
- Design Wind Speed:**  108 mph (Ultimate 3-Second Gust Wind Speed) in accordance with the 2018 International Building Code to be used with the ANSI/TIA-222-H Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures.
- Structure Class:**  Structure Class I – Low Hazard  
 Structure Class II – Substantial Hazard  
 Structure Class III – High Hazard (Essential Communications)
- Topographic Cat.:**  Category I – No abrupt changes in general topography  
 Category II – Structures located at or near the crest of an escarpment  
 Category III – Structures located in the upper half of a hill  
 Category IV – Structures located in the upper half of a ridge  
 Category V – Wind speed up criteria based on a site-specific investigation
- Exposure Category:**  Exposure B – Urban and suburban areas  
 Exposure C – Open terrain with scattered obstructions  
 Exposure D – Flat, unobstructed shorelines
- Design Ice Loading:**  Not required  
 Ice loading per the TIA Standard (1.5-in with 30 mph 3-Second Gust Wind Speed)
- Seismic:**  Not required (Site Specific  $S_s = 0.184$ )  
 Seismic loads shall be evaluated in accordance with the Standard



## Tower Procurement Package for Monopole Tower

Youth Jersey Rd  
TEP No. 145469.511925  
March 23, 2021  
Page 2 of 8

- Tower Finish:**
- Galvanized
  - Painted per FAA Advisory Circular AC 70/7460-1K
  - Painted per Local Requirements
- All structural steel products shall be hot-dip galvanized in accordance with ASTM A123 specifications. Tower manufacturer shall produce documentation verifying the appropriate galvanizing process what utilized. All steel hardware shall be galvanized in accordance with ASTM A153 or ASTM B695 specifications.
- Tower Lights:**
- Not required
  - Provide obstruction lights per FAA Advisory Circular AC 70/7460-1K
  - Tower lighting system with E1 (white strobes by day, and red lights at night). Beacons and Obstruction lights shall be all LED and Dual Red/White medium intensity and shall meet the requirements of FAA Advisory Circular AC 70/7460-1K. Ice shields shall be installed above sidelights to prevent damage to lenses from falling objects.
- Grounding:**
- Not required
- Climbing Facilities:**
- Not required
  - Provide Climbing Facilities with safety climb
- All structures, excluding stealth, shall be equipped with at least one safety fall protection system incorporating a 3/8" diameter corrosion resistant cable meeting OSHA/ANSI specifications. The device shall be installed to span the full height of the structure.
- Ice Bridge:**
- Not required; carrier to provide
  - Provide an option for Ice Bridge
- Transmission Ladder:**
- Not required; carrier to provide
  - Provide an option for Transmission Ladder. Provide "per foot" pricing.
- Foundation:**
- Provide Reactions; A Geotechnical Report will be provided at a later date for the foundation design
  - Design with Normal Soils per the TIA Standard
  - Design with Geotechnical Report provided, see Appendix E. In accordance with ANSI/TIA-222-G, Annex A, Section A.9.0, the tower manufacturer shall ensure the proper development of anchor rods and anchorage materials. Please provide two foundation design options:
    - 1) Deep Foundation – Caisson
    - 2) Shallow Foundation – Pad and Pier
- Antenna Mounts:**
- Not required; Antenna Mounts provided by carrier
  - Provide an option for mounts per Table 2 – Design Antenna/Coax Loading



## Tower Procurement Package for Monopole Tower

Youth Jersey Rd  
TEP No. 145469.511925  
March 23, 2021  
Page 3 of 8

### Additional Design Requirements

#### Minimum Sizes:

Monopole is to have a top diameter of 21" or greater. For poles with 4 or more carrier levels, minimum top diameter is to be 30". Monopoles must have sufficient diameter to allow installation of all required feed lines inside the pole such that the pole interior cross-sectional area is at least 4 times the total area of feed lines.

#### Base Plate Design:

Monopole base plates must be designed with a thickness derived using industry accepted methods of analysis with due consideration to the problems associated with the generation of fatigue cracks in the heat affected zone of the shaft to base plate welded connection. In addition, the base plate design must be acceptable when analyzed by TEP.

#### Linear Appurtenances:

All feed lines shall be run on the inside of monopoles. Portholes shall be designed accordingly.

#### Discrete Appurtenances:

Effective Projected Area (EPA)<sub>A</sub> for antennas shall be determined according to TIA-222-H, Section 2.6.11.2, Design Wind Force on Appurtenances. If antenna or mount areas are specified, the provided values shall be used in lieu of calculated values. If height, width, and depth dimensions are provided by the antenna manufacturer, the panel shall be treated as a flat rectangular panel. Force coefficients shall be determined based on antenna aspect ratios and multiplied by the projected areas to calculate front and side EPAs.

Wind tunnel test results shall NOT be used unless the results have been provided to TEP and proposed effective areas have been approved. Back calculating wind areas from published antenna manufacturer's wind loads is prohibited.

For all mounts see Table 1 – Minimum Antenna Mount EPA Requirements for projected areas for quotation purposes. Note that in general, mounts are not purchased with the tower. However, larger mount areas may be used if the RFQ states that mounts are to be purchased with the tower. Mounting pipe areas shall be considered for each antenna as per TIA-222-H requirement.

#### Deliverables:

A PDF softcopy of all deliverables shall be sent to TEP for record purposes. All tower designs shall be complete with the following:

- General Notes
- Profile drawing (with tower reactions, design parameters, materials grades and referenced codes and standards shall be clearly shown)
- Foundation design drawings
- Supporting design calculations
- Bill of Materials

#### Note:

To facilitate the review process, connection information (such as edge distances, gage lines, etc.) for a rigorous structural analysis may be requested by TEP.





Table 1 – Minimum Antenna Mount EPA Requirements

Mount Description	(EPA) <sub>A</sub> – ft <sup>2</sup>					
	No Ice	1/4" Ice	1/2" Ice	3/4" Ice	1" Ice	1-1/4" Ice
Low Profile Platform	26	28.5	31	33.5	36	38.5
Full Platform w/ Handrails	35	40	45	50	55	60
(3) Sector Frames	35	40	45	50	55	60
(3) 12-ft T-Arms	15	17.5	20	22.5	25	27.5
Sidearm Mount	10	11.5	13	14.5	16	17.5
Pipe Mount	4	4.5	5	5.5	6	6.5
Dish Mount	4	4.5	5	5.5	6	6.5

<sup>1</sup> – The areas shown include shielding factors (K<sub>s</sub>)

<sup>2</sup> – Linear interpolation may be used for other ice thicknesses

<sup>3</sup> – Mounting pipe and antenna areas are not included

Table 2 - Design Antenna/Coax Loading

Height (ft)	Mount	Entry Port	Exit Port	Description / Model	Coax	Coax Location
190	Full Platform w/ Handrails	☒	☒	(6) Commscope NHH-65C-R2B (3) Ericsson 4408 (3) Ericsson RRUS 4449 (3) Ericsson RRUS 8843 (2) Raycap RVZDC-6627-PF-48	(2) 1-5/8"	Inside Pole



**Tower Procurement Package for Monopole Tower**

Youth Jersey Rd

TEP No. 145469.511925

March 23, 2021

Page 5 of 8

**Appendix A**

**Verification of Wind Speed**



**Tower Procurement Package for Monopole Tower**

Youth Jersey Rd  
TEP No. 145469.511925  
March 23, 2021  
Page 7 of 8

**Appendix C**

**Antenna and TMA Specifications**



# Radio Description

## Radio 4449



Description

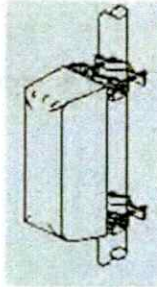


**ERICSSON 4408**

Application Section

US Name

SI Name



Type

Generic      Height       in

Flat Panel      Width       in

Triagonal [LPD]      Depth       in

Cylindrical [Omni]      Weight       K

Mount

2" Pipe
  2 1/2" Pipe
  3" Pipe
  3 1/2" Pipe

Length       in

		No Ice	1/2" Ice	1" Ice	2" Ice	4" Ice
Weight	K	<input type="text" value="0.01"/>	<input type="text" value="0.016614"/>	<input type="text" value="0.023704"/>	<input type="text" value="0.043386"/>	<input type="text" value="0.110204"/>
CaAa [Front]	ft^2	<input type="text" value="0.645167"/>	<input type="text" value="0.755136"/>	<input type="text" value="0.873747"/>	<input type="text" value="1.136895"/>	<input type="text" value="1.766895"/>
CaAa [Side]	ft^2	<input type="text" value="0.408333"/>	<input type="text" value="0.499506"/>	<input type="text" value="0.599321"/>	<input type="text" value="0.824877"/>	<input type="text" value="1.379691"/>



# Radio Description

## Radio 8843



Description



### 3 Technical Data

Table 1 Radio 4449 Technical Data

Description	Value
Maximum nominal output power <sup>(1) (2)</sup>	B5: 4×40 W, B13: 4×40 W B5: 2×60 W, B13: 2×60 W (License key is required for total output power over 2×10 W.)
Number of carriers per branch	B5: Up to three carriers B13: Up to one carrier
Number of carriers per radio	Up to 16 carriers
Frequency <sup>(3)</sup>	824–849 MHz uplink 869–894 MHz downlink B5 for LTE 777–787 MHz uplink 746–756 MHz downlink B13 for LTE
<b>Dimensions</b>	
Height	455 mm
Width	335 mm
Depth	240 mm
<b>Weight</b>	
Radio 4449	32 kg
<b>Color</b>	
Body	NCS S 1002-B
Front	NCS S 6502-B

(1) Detailed information about LTE licences can be found in License Management or Manage Licenses.

(2) Detailed information about output power can be found in applicable Output Power User Guide.

(3) Information about Instantaneous Bandwidth (IBW) can be found in RBS Configurations.





(3) Information about Instantaneous Bandwidth (IBW) can be found in RBS Configurations.

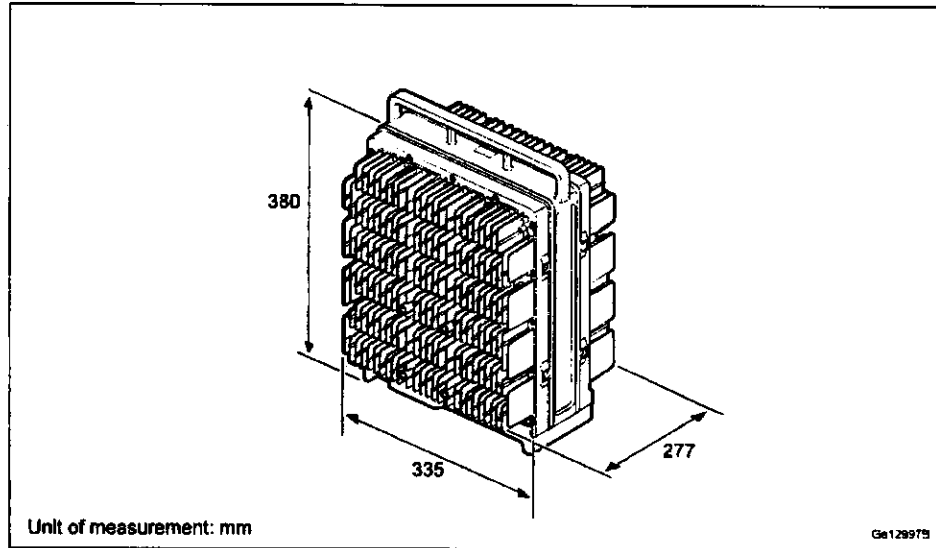


Figure 2 Radio 8843 Height, Width, and Depth

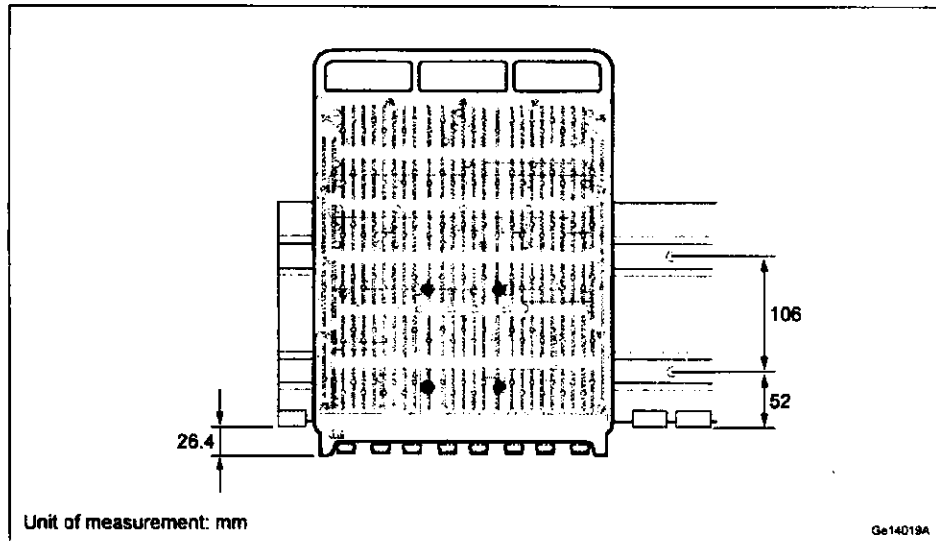


Figure 3 Radio 8843 to Rail Measurement

### 3.1 Installation Recommendations

To achieve reliable operation, and maximum performance, an appropriate installation location must be chosen.



# Radio Description

## Radio 8843

---

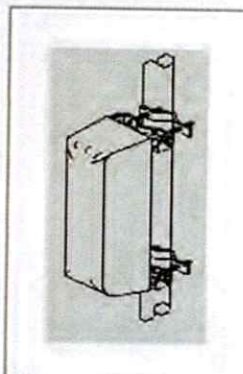
### Description

### RAYCAP RVZDC-6627-PF-48

Appearance Section

**US Name**

**SI Name**



- Type**
- Generic
  - Flat Panel
  - Triagonal (LPD)
  - Cylindrical (Omni)

**Height**  in  
**Width**  in  
**Depth**  in  
**Weight**  K

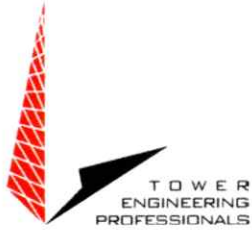
**Mount**

- 2" Pipe
- 2 1/2" Pipe
- 3" Pipe
- 3 1/2" Pipe

**Length**  in

		No Ice	1/2" Ice	1" Ice	2" Ice	4" Ice
<b>Weight</b>	K	<input type="text" value="0.03"/>	<input type="text" value="0.063483"/>	<input type="text" value="0.098724"/>	<input type="text" value="0.181255"/>	<input type="text" value="0.39996"/>
<b>CaAa [Front]</b>	ft^2	<input type="text" value="4.424281"/>	<input type="text" value="4.718065"/>	<input type="text" value="5.020491"/>	<input type="text" value="5.651269"/>	<input type="text" value="7.016528"/>
<b>CaAa [Side]</b>	ft^2	<input type="text" value="2.899831"/>	<input type="text" value="3.158485"/>	<input type="text" value="3.425781"/>	<input type="text" value="3.9863"/>	<input type="text" value="5.211041"/>





**Tower Procurement Package for Monopole Tower**

Youth Jersey Rd  
TEP No. 145469.511925  
March 23, 2021  
Page 8 of 8

**Appendix D**

**Civil Site Design Drawings**

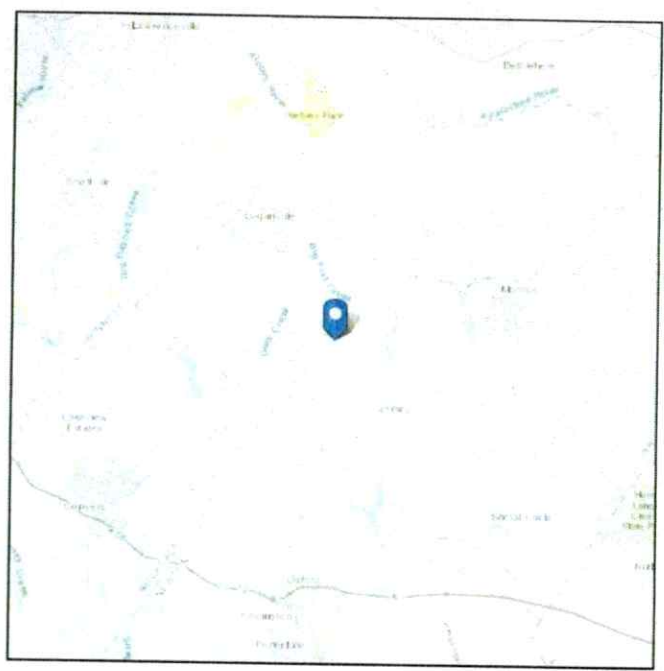
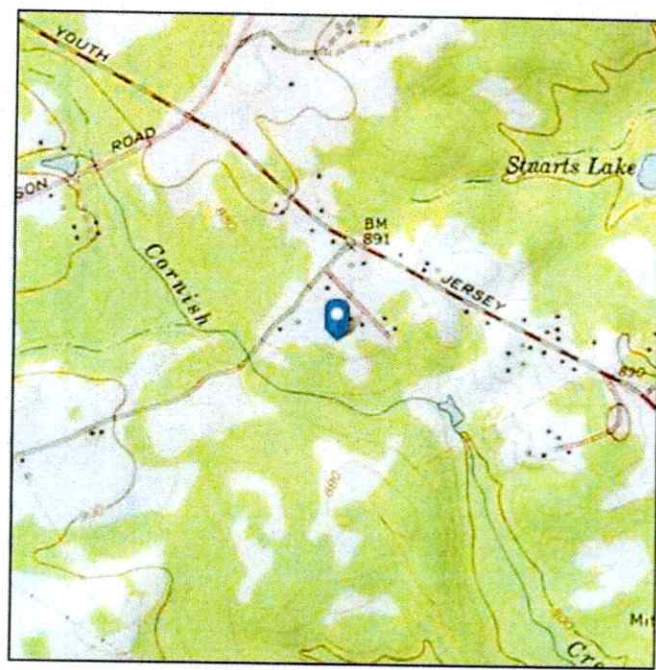


# ASCE 7 Hazards Report

**Address:**  
No Address at This Location

**Standard:** ASCE/SEI 7-16  
**Risk Category:** II  
**Soil Class:** D - Default (see Section 11.4.3)

**Elevation:** 884.34 ft (NAVD 88)  
**Latitude:** 33.766381  
**Longitude:** -83.835094



## Wind

### Results:

Wind Speed:	108 Vmph
10-year MRI	73 Vmph
25-year MRI	79 Vmph
50-year MRI	85 Vmph
100-year MRI	91 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2  
Date Accessed: Mon Mar 22 2021

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.



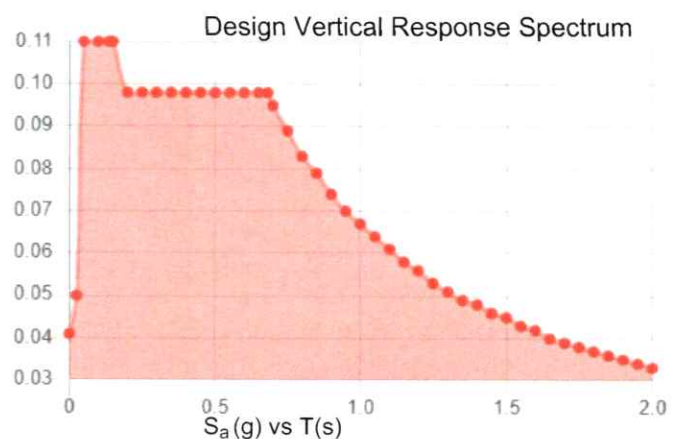
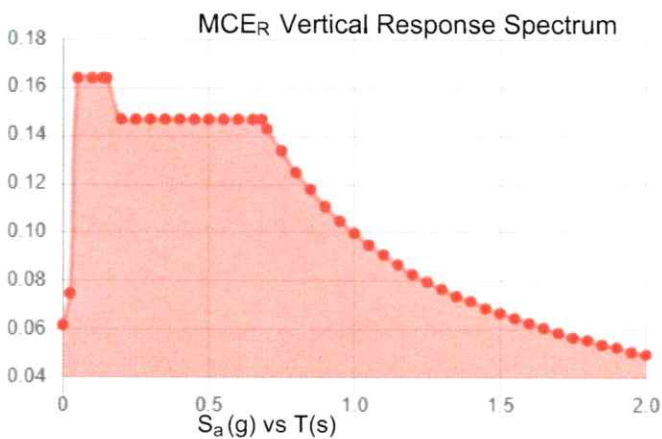
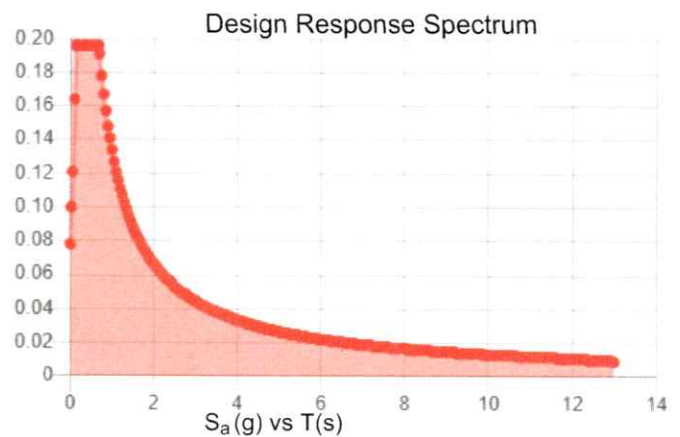
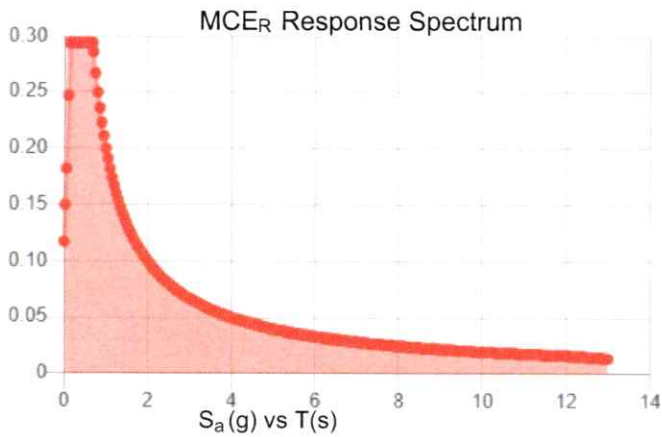
# Seismic

**Site Soil Class:** D - Default (see Section 11.4.3)

**Results:**

$S_S$ :	0.184	$S_{D1}$ :	0.134
$S_1$ :	0.083	$T_L$ :	12
$F_a$ :	1.6	PGA :	0.092
$F_v$ :	2.4	PGA <sub>M</sub> :	0.147
$S_{MS}$ :	0.294	$F_{PGA}$ :	1.6
$S_{M1}$ :	0.2	$I_e$ :	1
$S_{DS}$ :	0.196	$C_v$ :	0.7

**Seismic Design Category** C



**Data Accessed:**

Mon Mar 22 2021

**Date Source:**

USGS Seismic Design Maps based on ASCE/SEI 7-16 and ASCE/SEI 7-16 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-16 Ch. 21 are available from USGS.





# Ice

**Results:**

Ice Thickness: 1.50 in.  
 Concurrent Temperature: 15 F  
 Gust Speed: 30 mph

**Data Source:** Standard ASCE/SEI 7-16, Figs. 10-2 through 10-8

**Date Accessed:** Mon Mar 22 2021

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 500-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain. Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.



**Tower Procurement Package for Monopole Tower**

Youth Jersey Rd

TEP No. 145469.511925

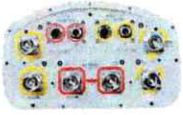
March 23, 2021

Page 6 of 8

**Appendix B**

**Site Vicinity and Location Map**

## NHH-65C-R2B



6-port sector antenna, 2x 698–896 and 4x 1695–2360 MHz, 65° HPBW, 2x RET. Both high bands share the same electrical tilt.

- Interleaved dipole technology providing for attractive, low wind load mechanical package
- Internal SBT on low and high band allow remote RET control from the radio over the RF jumper cable
- Separate RS-485 RET input/output for low and high band
- One RET for low band and one RET for both high bands to ensure same tilt level for 4x Rx or 4x MIMO

### General Specifications

<b>Antenna Type</b>	Sector
<b>Band</b>	Multiband
<b>Color</b>	Light gray
<b>Effective Projective Area (EPA), frontal</b>	0.37 m <sup>2</sup>   3.983 ft <sup>2</sup>
<b>Effective Projective Area (EPA), lateral</b>	0.31 m <sup>2</sup>   3.337 ft <sup>2</sup>
<b>Grounding Type</b>	RF connector body grounded to reflector and mounting bracket
<b>Performance Note</b>	Outdoor usage   Wind loading figures are validated by wind tunnel measurements described in white paper WP-112534-EN
<b>Radome Material</b>	Fiberglass, UV resistant
<b>Radiator Material</b>	Copper   Low loss circuit board
<b>Reflector Material</b>	Aluminum
<b>RF Connector Interface</b>	7-16 DIN Female
<b>RF Connector Location</b>	Bottom
<b>RF Connector Quantity, high band</b>	4
<b>RF Connector Quantity, low band</b>	2
<b>RF Connector Quantity, total</b>	6

### Remote Electrical Tilt (RET) Information, General

<b>RET Interface</b>	8-pin DIN Female   8-pin DIN Male
<b>RET Interface, quantity</b>	2 female   2 male

### Dimensions

<b>Width</b>	301 mm   11.85 in
<b>Depth</b>	180 mm   7.087 in

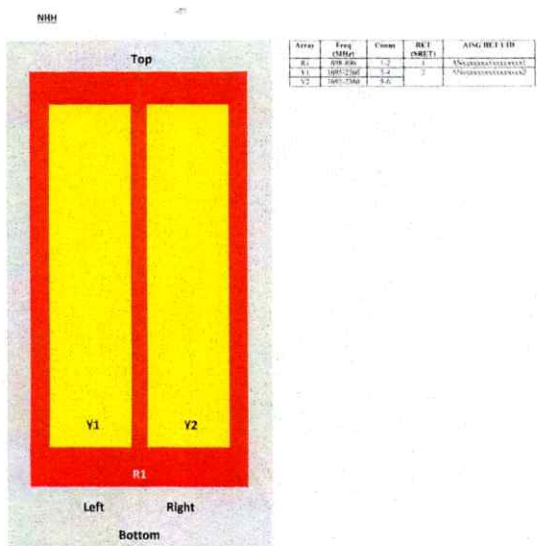
Page 1 of 4



# NHH-65C-R2B

**Length** 2438 mm | 95.984 in

## Array Layout



View from the front of the antenna  
(Sizes of colored boxes are not true depictions of array sizes)

## Electrical Specifications

- Impedance** 50 ohm
- Operating Frequency Band** 1695 – 2360 MHz | 698 – 896 MHz
- Polarization** ±45°
- Total Input Power, maximum** 900 W @ 50 °C

## Remote Electrical Tilt (RET) Information, Electrical

- Protocol** 3GPP/AISG 2.0 (Single RET)
- Power Consumption, idle state, maximum** 2 W



# NHH-65C-R2B

<b>Power Consumption, normal conditions, maximum</b>	13 W
<b>Input Voltage</b>	10-30 Vdc
<b>Internal Bias Tee</b>	Port 1   Port 3
<b>Internal RET</b>	High band (1)   Low band (1)

## Electrical Specifications

Frequency Band, MHz	698-806	806-896	1695-1880	1850-1990	1920-2200	2300-2360
<b>Gain, dBi</b>	16	16.1	17.3	17.7	18.3	18.2
<b>Beamwidth, Horizontal, degrees</b>	65	62	74	66	62	59
<b>Beamwidth, Vertical, degrees</b>	9	7.9	5.6	5.2	4.9	4.5
<b>Beam Tilt, degrees</b>	0-11	0-11	0-7	0-7	0-7	0-7
<b>USLS (First Lobe), dB</b>	21	18	19	20	22	18
<b>Front-to-Back Ratio at 180°, dB</b>	35	31	33	29	29	30
<b>Isolation, Cross Polarization, dB</b>	25	25	25	25	25	25
<b>Isolation, Inter-band, dB</b>	30	30	30	30	30	30
<b>VSWR   Return loss, dB</b>	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0
<b>PIM, 3rd Order, 2 x 20 W, dBc</b>	-153	-153	-153	-153	-153	-153
<b>Input Power per Port, maximum, watts</b>	400	400	350	350	350	300

## Electrical Specifications, BASTA

Frequency Band, MHz	698-806	806-896	1695-1880	1850-1990	1920-2200	2300-2360
<b>Gain by all Beam Tilts, average, dBi</b>	15.8	15.9	16.9	17.5	18	17.9
<b>Gain by all Beam Tilts Tolerance, dB</b>	±0.4	±0.4	±0.4	±0.3	±0.6	±0.4
<b>Gain by Beam Tilt, average, dBi</b>	0* 15.9 5* 15.9 11* 15.5	0* 15.8 5* 16.0 11* 15.7	0* 16.9 4* 17.0 7* 16.9	0* 17.4 4* 17.5 7* 17.4	0* 17.9 4* 18.0 7* 18.0	0* 17.8 4* 17.9 7* 17.9
<b>Beamwidth, Horizontal Tolerance, degrees</b>	±1.2	±1.6	±5.3	±3.4	±6	±3.1
<b>Beamwidth, Vertical Tolerance, degrees</b>	±0.6	±0.4	±0.3	±0.2	±0.2	±0.2
<b>USLS, beampeak to 20° above beampeak, dB</b>	15	14	17	16	17	15
<b>Front-to-Back Total Power at</b>	25.6	23.8	28	25	25	24

# NHH-65C-R2B

180° ± 30°, dB						
CPR at Boresight, dB	18	26	20	25	20	17
CPR at Sector, dB	15	9	11	10	8	2

## Mechanical Specifications

Wind Loading at Velocity, frontal	393.0 N @ 150 km/h   88.8 lbf @ 150 km/h
Wind Loading at Velocity, lateral	330.0 N @ 150 km/h   74.2 lbf @ 150 km/h
Wind Loading at Velocity, maximum	170.2 lbf @ 150 km/h   757.0 N @ 150 km/h
Wind Loading at Velocity, rear	398.0 N @ 150 km/h   89.5 lbf @ 150 km/h
Wind Speed, maximum	241 km/h   149.75 mph

## Packaging and Weights

Width, packed	409 mm   16.102 in
Depth, packed	299 mm   11.772 in
Length, packed	2561 mm   100.827 in
Net Weight, without mounting kit	23.4 kg   51.588 lb
Weight, gross	36.1 kg   79.587 lb

## Regulatory Compliance/Certifications

Agency	Classification
CHINA-ROHS	Above maximum concentration value
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system
REACH-SVHC	Compliant as per SVHC revision on <a href="http://www.commscope.com/ProductCompliance">www.commscope.com/ProductCompliance</a>
ROHS	Compliant/Exempted



## Included Products

- BSAMNT-3 – Wide Profile Antenna Downtilt Mounting Kit for 2.4 - 4.5 in (60 - 115 mm) OD round members. Kit contains one scissor top bracket set and one bottom bracket set.

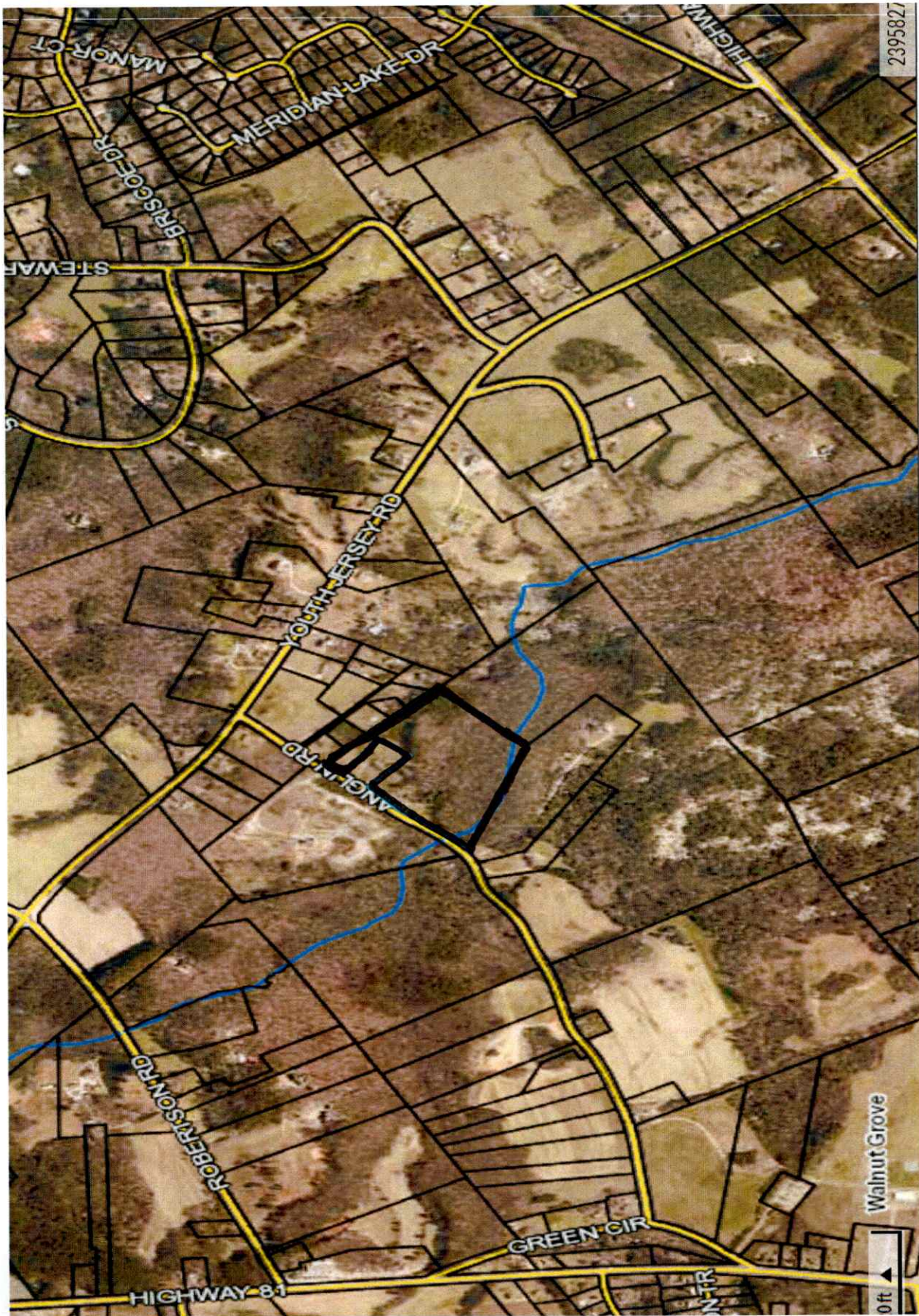
## \* Footnotes

**Performance Note** Severe environmental conditions may degrade optimum performance

©2021 CommScope, Inc. All rights reserved. All trademarks identified by ® or ™ are registered trademarks, respectively, of CommScope. All specifications are subject to change without notice. See [www.commscope.com](http://www.commscope.com) for the most current information. Revised: December 16, 2020



CU21050017 – 3670 Anglin Road



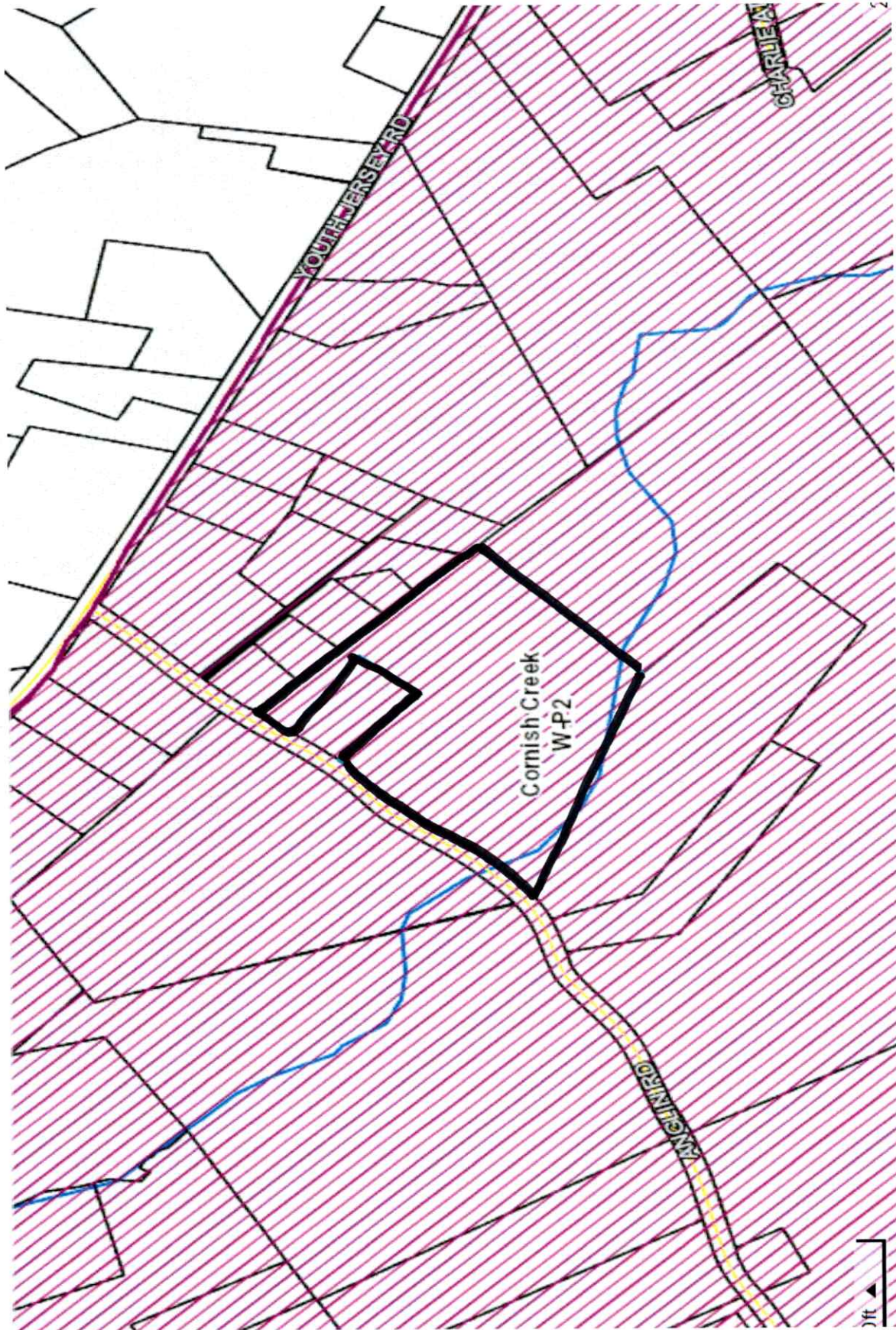


CU210500017 – 3670 Anglin Road



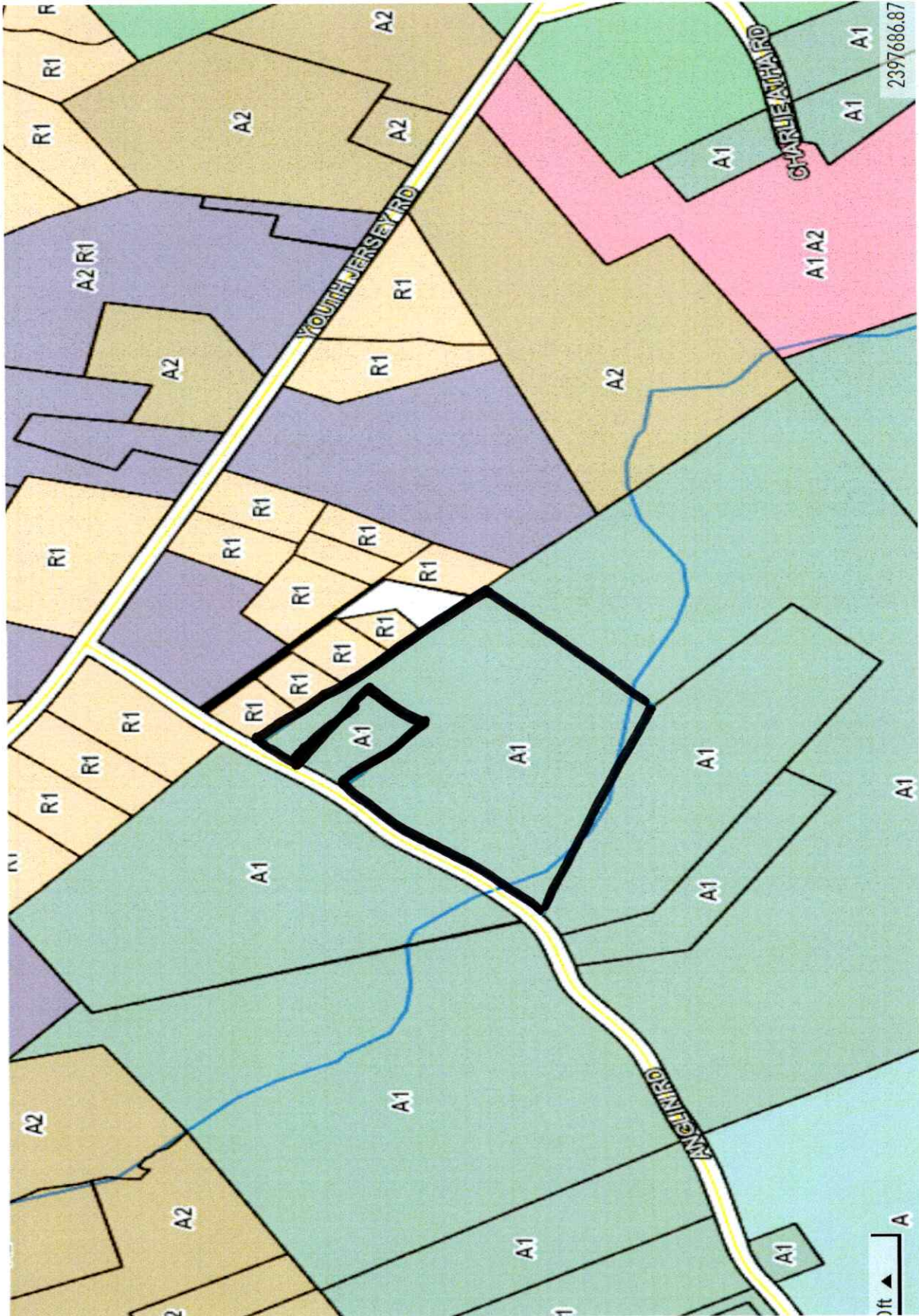


CU21050017 – 3670 Anglin Road





CU21050017 – 3670 Anglin Road





## Rezone Z21060003 Staff Analysis

Commission District: 3 - Shelnut

Planning Commission Hearing Date: 07-01-2021

Board of Commissioners Hearing Date: 08-03-2021

**Parcel ID: Map C0510112**

**Acreage: 7.145**

**Applicant:**

**Louie E Crowe  
P.O. Box 219  
Sapphire, North Carolina 28774**

**Owner:**

**Louie E Crowe Sr. (Deceased)  
4019 Center Hill Church Road  
Loganville, Georgia 30052**

**Property Location:** 4019 Center Hill Church Road/Highway 81

**Current Character Area:** Neighborhood Residential

**Current Zoning:** A1

**Request:** Rezone 7.145 acres from A1 to B2 for mini storage units with a conditional use for outside storage. Will be using the entrance off of Center Hill Church Road.

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
493110	Mini-warehouses and Self-Storage Units											P				P	P

**Outside storage is permitted by conditional use only and must be completely enclosed with a screening fence or buffer.**

**Staff Comments/Concerns:**

**Site Analysis:** The 7.145 acre tract is portion of 27.14 acres located on 4019 Center Hill Church Road/Highway 81. The surrounding properties are zoned A1 and B2.

**Zoning History:**

Z00787	Jeff Crowe	A-1 to B-2	.407 acres for Garage	C051-112 Center Hill Church Road	Approved
CU01009 01020007	American Tower Corp	Tower	.23 acres for tower	C051-112 Center Hill Church Rd	Approved
LU05100025	Jeff Crowe	2 acres	High Density residential to Commercial	C051-112 2 acres Center Hill Church	Approved w/condition that the property contiguous to this will be properly advertised and brought back to the Planning Commission for a comprehensive land use map change.
Z05100026	Jeff Crowe	2 acres	A-1 to B-2 Day Care Facility	C051-112 spl Center Hill Church	Approved rezone and reducing the transitional buffer from 50 ft. to 25 ft.
LU06010019	Walton County	29 + acres	High Density to Commercial	C051-112 Center Hill	Approved

			Land Use	Church	
AZ06010020	County Crossing Child Care	2 acres	B-2 to Alteration Zoning Conditions	C051-112A *part of parent parcel C051-112 Center Hill Church	Approved – Remove requirements for a transitional buffer

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

**Comments and Recommendations from various Agencies:**

**Public Works:** Public Works recommends a commercial driveway with a proper a-cell and deceleration lanes and a center turn lane on the proposed Centerhill Church Road ingress and egress location. Application could change entrance to GA Hwy 81.

**Sheriffs' Department:** This will not impact the Walton County Sheriff's Office.

**Water Authority:** This area is served by a 8" water main along Center Hill Church Rd. (static pressure: 65 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No concerns

**Fire Code Specialist:** A fire hydrant shall be located within 500 ft. of any building or storage.

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

**Development Inspector:** No comment received



**DOT Comments:** Will require GDOT coordination.

**Archaeological Information:** No comment received

**PC ACTION 7/1/2021:**

1. **Rezone – Z21060003– Rezone 7.145 acres from A1 to B2 for mini storage units with conditional use for outside storage – Applicant: Louie E Crowe/Owner: Louie E Crowe Sr. (Deceased) – Property located on 4019 Center Hill Church Rd/Hwy 81/Map/Parcel C0510112 – District 3.**

**Presentation:** Louie Crowe represented the rezone. He has 7.00 acres between the store and the daycare center in Youth that he wants to put mini warehouses with outside boat and camper storage on it. Mr. Crowe stated that there would be no big trucks stored on property. Timothy Kemp asked how many boats and campers would there be? Mr. Crowe stated about 60 total. He would put up a fence and Leyland cypress as a screen. John Pringle asked where the entrance is. Mr. Crowe said the driveway will be off of Center Hill Church Road. No additional questions from the board.

**Speaking:** OJ Soto of 4069 Center Hill Church Road spoke and represented the neighborhood in opposition to the rezone. He mentioned strengths and weaknesses of how the rezone would affect the area. Some of the strengths: Would provide needed use to the community, jobs and taxes. The weaknesses is it would change the landscape of the neighborhood, affect the wildlife in the area, change property values in the vicinity and open a gateway for rezoning for other parts of the road.

Tim Hinton asked what the distance for the Highway corridor is. Charna Parker with Planning and Development stated 1200 feet. Tim Hinton asked Mr. Soto how far away was he from the property being rezoned. Mr. Soto stated 400 yards.

Robert McIntosh who lives in Stillwater Creek spoke in opposition. He has concerns about traffic and safety for the kids at the school and daycare. The traffic is already bad in the area with the school and this would be adding more. He hasn't heard anything about safeguards for the children at the school or daycare.

**Mr. Crowe came back for rebuttal. He has had mini warehouses in Loganville and traffic is minimal. There will probably only be 5-10 cars a day accessing the facility and most of that will be on Saturdays and Sundays. During this time the school and daycare will be closed. Tim Hinton asked about the entry requirements. Mike Patterson with Sauls Storage Group in Carrollton Ga works as an advisory service for self-storage. His company did a market study about 6 to 8 months ago for this site for a 3 mile radius. There are 1500 people in the area and not one self-storage that is climate controlled. There is a demand for climate controlled self-storage for people to have storage close by. The area would be 55,000 to 60,000 sq. ft. with 40,000 sq. ft. climate control and 15,000 sq. ft. parking for boats, RV, and service trucks there, and there will be no tractor trailer or heavy trucks permitted. It will be gated access from 7 am to 10 pm. From 8 am to 5:30 p.m. the office will be manned on site. The site will have paved parking area and driveways. Mr. Patterson stated this will be a strong asset to the community and not an imposition on anyone. There were no additional questions from the board.**

**Recommendation: John Pringle made a motion to recommend approval with condition per the Public Works comments of a Commercial Driveway with Proper A-cell and Deceleration Lanes and a Center Turn Lane on the Proposed Center Hill Church Road Ingress and Egress Location, a screening Fence and no storage of semi-trucks with a second by Wesley Sisk. Timothy Kemp voted against.**

# Rezone Application # Z21060003 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 7-1-21 at 6:00PM held at WC Board of Comm. Meeting Room - 303 S. Hammond Dr - 3rd Floor  
Board of Comm Meeting Date 8-3-21 at 6:00PM held at WC Historical Court House - 1115 Broad St - 2nd Floor

You or your agent must be present at both meetings

Map/Parcel C 0510112

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Lowie E. Crowe  
P.O. Box 219 Sapphire, NC 28774  
770-598-2648

Lowie E. Crowe SR. deceased  
4019 Centerhill Church Rd.  
Loganville, Ga. 30052

E-mail address: Lowie.CroweJR@synovus.com

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

Phone # 770-598-2648

Phone # \_\_\_\_\_

Location: 4019 Centerhill Church Rd. Loganville, GA 30052 Requested Zoning B2 Acreage 7.145

Existing Use of Property: Residential

Existing Structures: ~~House~~ VACANT LAND

The purpose of this rezone is To build mini warehouses.  
With conditional use for outside storage.

Property is serviced by the following:

Public Water:  Provider: Walton Co. Water Auth. 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 Lowie Crowe Date 8-24-2021 Fee Paid \$ 500.00

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

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North A1 South A1  
East A1 West B2

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

Commission District: 3-Shelburne 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: Louie E. Crowe

Address: P.O. Box 219 Sapphire, NC 28774

Telephone: 770-598-2648

Location of Property: 4019 Centerhill Church Rd.

Loganville, GA. 30052

Map/Parcel Number: C0510112

Current Zoning: A-1 Requested Zoning: B-2

Louie E. Crowe  
Property Owner Signature

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

Print Name: Louie E Crowe

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

Address: P.O. Box 219 Sapphire NC

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

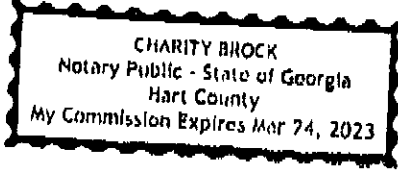
Phone #: 770-598-2648 28774

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.

Charity Brock  
Notary Public

5/26/21  
Date



CERTIFIED COPY  
IN FULL FORCE AND EFFECT  
THIS 9 DAY OF April, 2018  
*Bruce E. Wright*  
JUDGE/CLERK  
PROBATE COURT  
WALTON COUNTY, GEORGIA



STATE OF GEORGIA  
COUNTY OF WALTON

**LETTERS TESTAMENTARY**

By Bruce E. Wright, Judge of the Probate Court of Walton County:

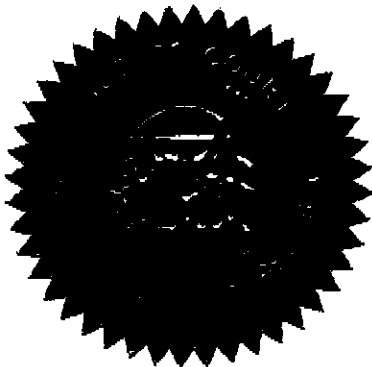
KNOW ALL WHOM IT MAY CONCERN:

At regular term of the Probate Court, the Last Will and Testament dated AUGUST 10, 2006, of

**LOUIE ELBERT CROWE, SR,  
aka LOUIE CROWE, SR.,**

Deceased, at the time of his or her death, a resident of the above County, was legally proven in solemn form and was admitted to record by order, and it was further ordered that, **LOUIE E. CROWE, JR.**, named as Executor in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor. NOW, therefore, the said, **LOUIE E. CROWE, JR.**, having taken the oath of office and complied with all the necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of Executor under the Will of said deceased, according to the Will and the law.

Given under my hand and official seal, this 9<sup>th</sup> day of April, 2018.



*Bruce E. Wright*  
\_\_\_\_\_  
BRUCE E. WRIGHT, JUDGE  
WALTON COUNTY PROBATE COURT

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;

Convenient Store A-1 B-2 & B-3

---



---



---

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

NONE

---



---



---

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

NONE

---



---



---

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

Providing a Service to the Community

---



---



---



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

Very suitable similar business's  
Adjacent to property.

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

Land has been vacant For 20 years  
it was not for sale.

Letter of Intent

May 24, 2021

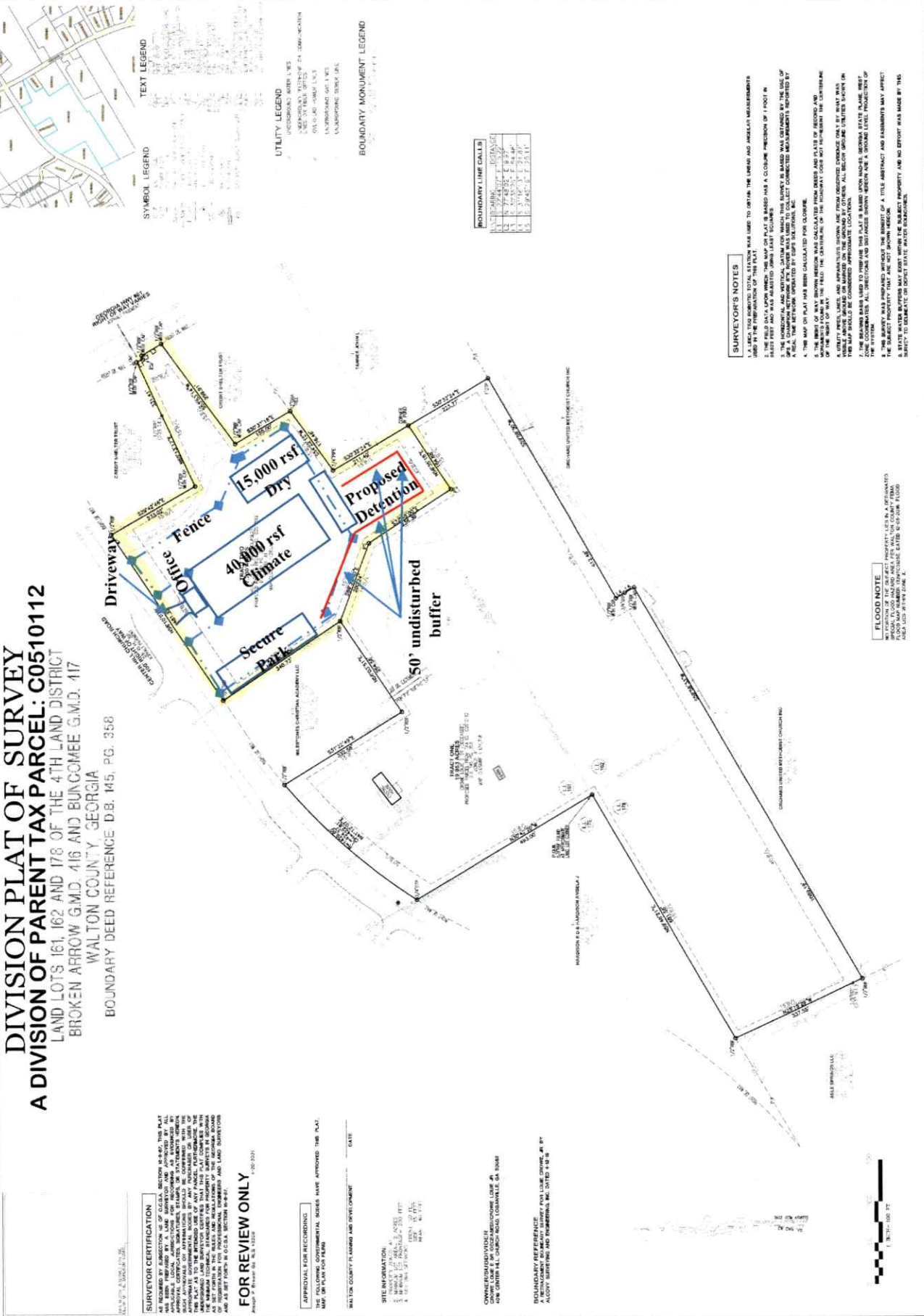
I Am selling the Remainder of my  
Father's property. We have someone looking  
at the 7.145 Acres to build mini Warehouses.

In order for them to buy the property it  
has to be zoned from A-1 to B-2 To  
build miniwarehouse's. With Commercial buildings  
Adjacent it seems very suitable.

Louie Crowe

Louie Crowe

**DIVISION PLAT OF SURVEY**  
**A DIVISION OF PARENT TAX PARCEL: C0510112**  
 LAND LOTS 161, 162 AND 178 OF THE 4TH LAND DISTRICT  
 BROKEN ARROW G.M.D. 416 AND BUNGOMEE G.M.D. 417  
 WALTON COUNTY, GEORGIA  
 BOUNDARY DEED REFERENCE D.B. 145, PG. 358



**SURVEYOR CERTIFICATION**  
 I, LOUIE CROWE, JR., A LICENSED SURVEYOR IN THE STATE OF GEORGIA, SECTION 4-4-01, HAVE SURVEYED THE ABOVE DESCRIBED LAND AND HAVE FOUND THAT THE SAME IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF WHICH I HAVE KNOWLEDGE. I HAVE ALSO FOUND THAT THE SAME IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF WHICH I HAVE KNOWLEDGE. I HAVE ALSO FOUND THAT THE SAME IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF WHICH I HAVE KNOWLEDGE. I HAVE ALSO FOUND THAT THE SAME IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF WHICH I HAVE KNOWLEDGE.

**FOR REVIEW ONLY**  
 APPROVAL FOR RECORDING  
 THE FOLLOWING GOVERNMENTAL AGENCIES HAVE APPROVED THIS PLAT:  
 WALTON COUNTY TRAINING AND RECREATION CENTER

**APPROVAL FOR RECORDING**  
 DATE: \_\_\_\_\_

**SITE INFORMATION**  
 1. AREA: 1.23 ACRES  
 2. TOTAL AREA: 1.23 ACRES  
 3. TOTAL AREA: 1.23 ACRES  
 4. TOTAL AREA: 1.23 ACRES

**OWNER INFORMATION**  
 OWNER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_

**BOUNDARY REFERENCE**  
 ADJACENT PROPERTY OWNERS: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**ADJACENT PROPERTY OWNERS**  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_

**ADJACENT PROPERTY OWNERS**  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_

**ADJACENT PROPERTY OWNERS**  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_

**ADJACENT PROPERTY OWNERS**  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_

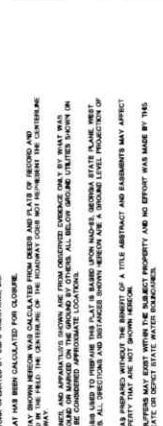
**ADJACENT PROPERTY OWNERS**  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_

**ADJACENT PROPERTY OWNERS**  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



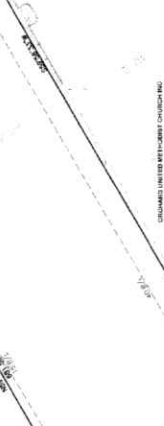
**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



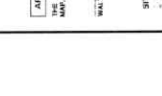
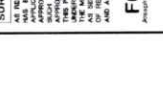
**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



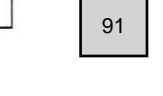
**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 79° 48' 30" E	125.00
3	S 79° 48' 30" E	125.00
4	S 79° 48' 30" E	125.00
5	S 79° 48' 30" E	125.00
6	S 79° 48' 30" E	125.00
7	S 79° 48' 30" E	125.00
8	S 79° 48' 30" E	125.00
9	S 79° 48' 30" E	125.00
10	S 79° 48' 30" E	125.00



**BOUNDARY LINE CALLS**

LINE NUMBER	BEARING	DISTANCE
1	N 79° 48' 30" E	125.00
2	S 7	



Z21060003 – 4019 Center Hill Church Road/Highway 81



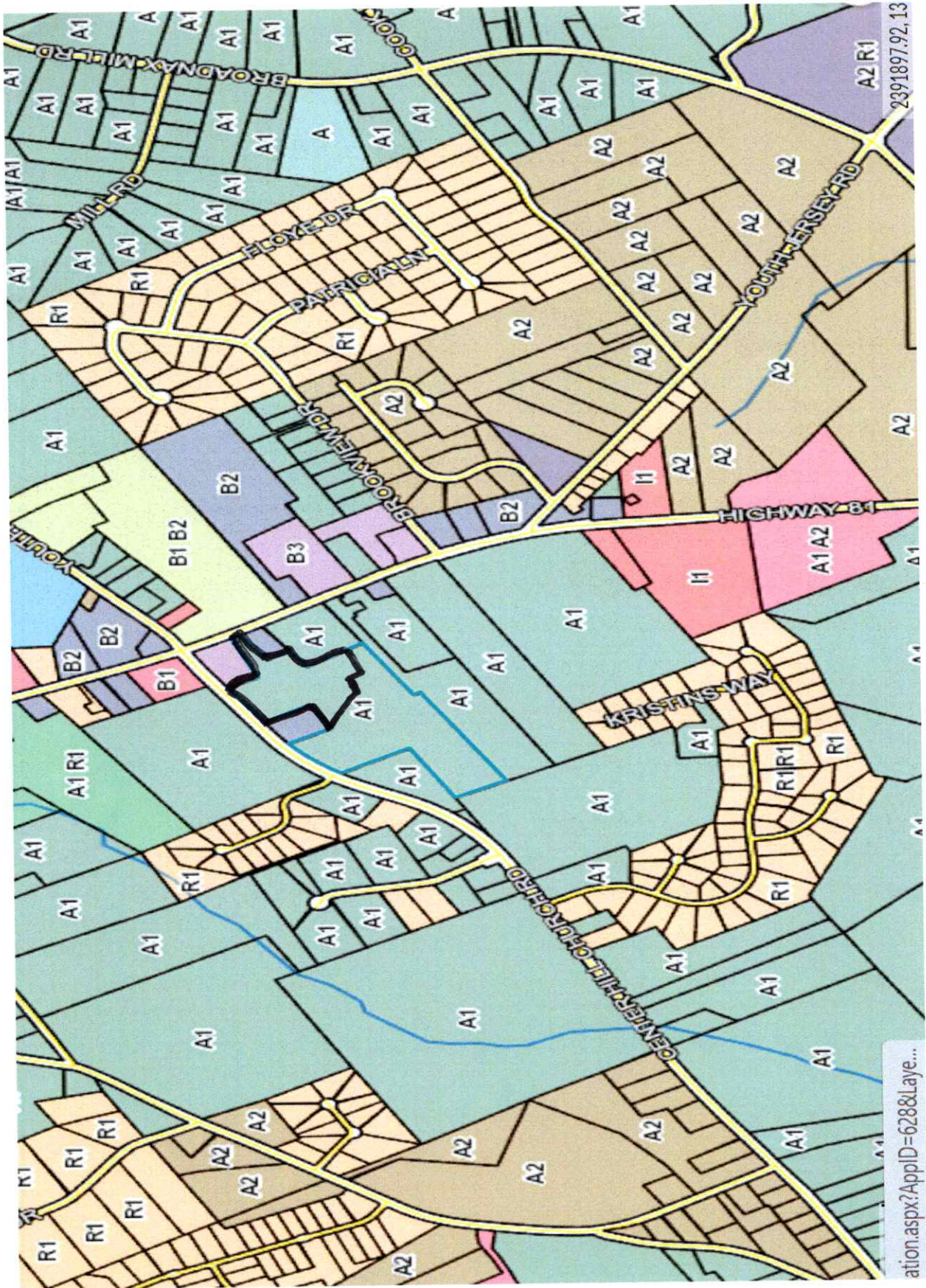


Z21060003 – 4019 Center Hill Church Road/Highway 81





Z21060003 – 4019 Center Hill Church Road/Highway 81





# Rezone Z21060005 Staff Analysis

Commission District: 4-Bradford

Planning Commission Hearing Date: 07-01-2021

Board of Commissioners Hearing Date: 08-03-2021

**Parcel ID: Map C0760036A00**

**Acreage: 4.71**

**Applicant:**  
**Roger Dieujuste**  
**2432 Indian Bluffs Drive**  
**Dacula, Georgia 30019**

**Owner:**  
**Gregory & Teresa Thompson**  
**P.O. Box 317**  
**Good Hope, Georgia 30641**

**Property Location:** 2032 Highway 138

**Current Character Area:** Highway Corridor

**Current Zoning:** B2

**Request:** Rezone from B2 to B3 to allow major automotive repair and motor vehicle sales and waive requirement that use shall not be established on any lot which is either adjacent to or directly across from any residentially zoned district.

## **Automotive, Major Repair and Maintenance (20)**

- A. The use shall not be established on any lot which is either adjacent to or directly across from any residentially zoned district.
- B. The use shall not be within one hundred feet of a residential district.
- C. All repair and maintenance activities shall be carried on entirely within an enclosed building.

D. Outdoor storage is limited to twenty-five (25%) percent of the total lot and shall comply with the outdoor storage regulation in this ordinance.

### Motor Vehicle Sales (8)

All vehicle sale lots or vehicle lots that are increasing in acreage must comply with the following. Within the districts permitting vehicle sale lots, the following requirements shall apply:

- A. Exterior lighting shall be arranged so that it is deflected away from adjacent properties.
- B. Parking areas shall be hard surfaces with concrete or asphalt and grass must be maintained on the remainder of the lot.
- C. Each vehicle parking space shall be no less than 180 sq. ft., excluding area for egress and ingress and maneuverability of vehicles.
- D. Vehicle sales and storage activity is not permitted on public rights of way or in any parking area that is needed to satisfy the off-street parking requirements of this ordinance.

**Staff Comments/Concerns:** Any outside storage of vehicles for repair would require vehicles to be screened by a solid fence at least eight (8) feet high.

**Site Analysis:** The 4.71 tract of land is located on 2032 Highway 138. The surrounding properties are zoned R1, B2 and A1.

**Zoning History:**

Z00894	Greg/Teresa Thompson	R-1 to B-2	C076-36spl Hwy 138	
--------	----------------------	------------	--------------------	--

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

**Staff Comments/Concerns:**

**Comments and Recommendations from various Agencies:**

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

**Sheriffs' Department:** The Walton County Sheriff's Office conducts business checks on main thoroughfares in the County. These checks are conducted twice per night shift where access is granted to the property.

**Water Authority:** The area is served by a 10" water main along Highway 138. (static pressure: 150 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Department:** No concerns

**Fire Code Specialist:** A fire hydrant shall be located within 500 ft. of the building and the building shall meet building and fire code requirements.

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

**Development Inspector:** No comment received

**DOT Comments:** Will require GDOT coordination.

**Archaeological Information:** No comment received

**PC ACTION 7/1/2021:**

1. Rezone- Z21060005– Rezone 4.71 acres from B2 to B3 for major automotive repair & motor vehicle sales– Applicant: Roger Dieujuste/Owners: Gregory & Teresa Thompson – Property located on 2032 Hwy 138-Map/Parcel C0760036A00 – District 4.



**Presentation:** Roger Dieujuste represented the rezone. He owns a small auto repair shop in a location that he is leasing. He wants to rezone this property to have his repair shop and auto sales lot on Highway 138. Brad Bettis asked if he would be working on or selling over the road trucks. Mr. Dieujuste stated no autos only. Brad Bettis asked if all activity was take place inside fenced area. Mr. Dieujuste stated the car sales would be between the gas line and building. Tim Hinton questioned whether there would be adequate space for the car lot to be on the font of the property due to the pipeline easement. Mr. Dieujuste stated there would be. Brad Bettis asked if he would just have 11 cars for sale in the parking spaces shown in front of the building. Mr. Dieujuste said he wouldn't have many cars for sale. Brad Bettis asked if he had a problem parking the cars for sale & repair in the fenced in area. Mr. Dieujuste said that was fine. There were no additional questions from the board.

**Speaking:** None.

**Recommendation:** Brad Bettis made a motion to recommend approval with conditions for automotive repair and automotive sales only, all to be contained within fenced area as shown on site plan with a second by Timothy Kemp. The motion carried unanimously.

# Rezone Application # 221060005 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 07-01-2021 at 6:00PM held at **WC Board of Comm. Meeting Room** - 3rd floor Gov. Building  
Board of Comm Meeting Date 08-03-2021 at 6:00PM held at **WC Historical Court House** - 2nd floor 111 S. Broad Street

You or your agent must be present at both meetings

Map/Parcel C0760036A00

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>ROGER DIEGJUSTE</u>	<u>Gregory A. J. Teresa A. Thompson</u>
<u>2432 Indian Bluffs Drive</u>	<u>P.O. Box 317 / 3560 Hwy 186</u>
<u>Dacula Georgia 30019</u>	<u>Good Hope GA. 30641</u>
E-mail address: <u>rogbiujes@aoh.com</u>	(If more than one owner, attach Exhibit "A")
Phone # <u>954 297-4656</u>	Phone # <u>770/207-6321</u>

Location: 2032 Hwy 138 Requested Zoning B3 Acreage 4.71

Existing Use of Property: VACANT ZONED B-2

Existing Structures: NONE

The purpose of this rezone is TO REZONE TO B-3 TO BUILD AN AUTO BODY SHOP. I have motor vehicle sales  
and waive requirement that use shall not be established on any lot which is either adjacent to or directly across from any residentially zoned district

Property is serviced by the following:  
Public Water:  Provider: WALTON COUNTY WATER 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 05/25/2021 Fee Paid \$ 400.00

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

**Office Use Only:**

Existing Zoning B2 Surrounding Zoning: North R1 South B2/R1  
East B2/A1 West A1

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

Commission District: 4 - Bradford Watershed:                      TMP \_\_\_\_\_

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

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

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

- 1. Existing uses and zoning of nearby property;

PROPERTY EAST A-1 WITH HOMES ON PROPERTY, SOUTH R-1 WITH HOUSES IN SUBDIVISION, WEST A1 & B2 WITH HOME & CELL TOWERS & VACANT OFFICE BLDG. NORTH HWY 138 AND LOT B-2 ACROSS ROAD.

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

NO PROPERTY VALUES WOULD NOT DIMINISH WITH POSSIBLE INCREASE.

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

NEW PROPERTY OWNER WITH HAVE TREE BUFFER ON EAST & WEST SIDE OF BLDG, AND WILL NOT AFFECT ANY ISSUES.

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

LOCATION OF NEW SHOP WOULD BENIFIT PUBLIC DUE TO LESS TRAFFIC OF A SHOPING CENTER LOCATION



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

AUTO BODY SHOP WOULD HAVE LESS TRAFFIC  
ACCESS AS A CONVIENCE STORE.

\_\_\_\_\_  
\_\_\_\_\_

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

20 YRS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: ROGER DIEJUSTE  
Address: 2432 INDIAN BUFF DR. DACULA, GA. 30019  
Telephone: 954 297-4656  
Location of Property: 2032 HWY 138 MONROE, GA. 30655

Map/Parcel Number: C0760036A00  
Current Zoning: B2 Requested Zoning: B3

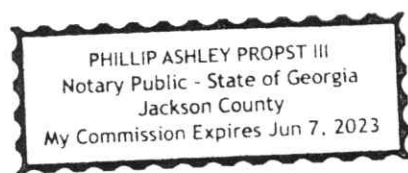
Property Owner Signature \_\_\_\_\_  
Print Name: GREG THOMPSON  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

*[Signature]*  
Property Owner Signature  
Print Name: TERESA THOMPSON  
Address: 7445 MOCKINGBIRD LN. FLOWERY BRANCH,  
Phone #: 770 316-2844  
GA  
30542

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

*[Signature]*  
Notary Public

05-19-2021  
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: ROGER DIEUJUSTE

Address: 2432 INDIAN BLUFF DR. DACULA, GA. 30019

Telephone: 954 297-4656

Location of Property: 2032 HWY 138 MONROE, GA. 30655

Map/Parcel Number: C0760036A00

Current Zoning: B2 Requested Zoning: B3

[Signature]  
Property Owner Signature

[Signature]  
Property Owner Signature

Print Name: GREG THOMPSON

Print Name: TERESA THOMPSON

Address: 3560 HWY 186 GOOD HOPE GA 30641

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

Phone #: 770 207-6321

Phone #: \_\_\_\_\_

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

[Signature]  
Notary Public

5/19/21  
Date

Tammy K Jackson  
NOTARY PUBLIC  
Clarke County, GEORGIA  
My Comm. Expires 12/11/2021



June 7th, 2021

Dieujuste Automotive LLC

780 Harry McCarthy Rd, Bethlehem, GA, 30620

Phone Number: 954-297-4656

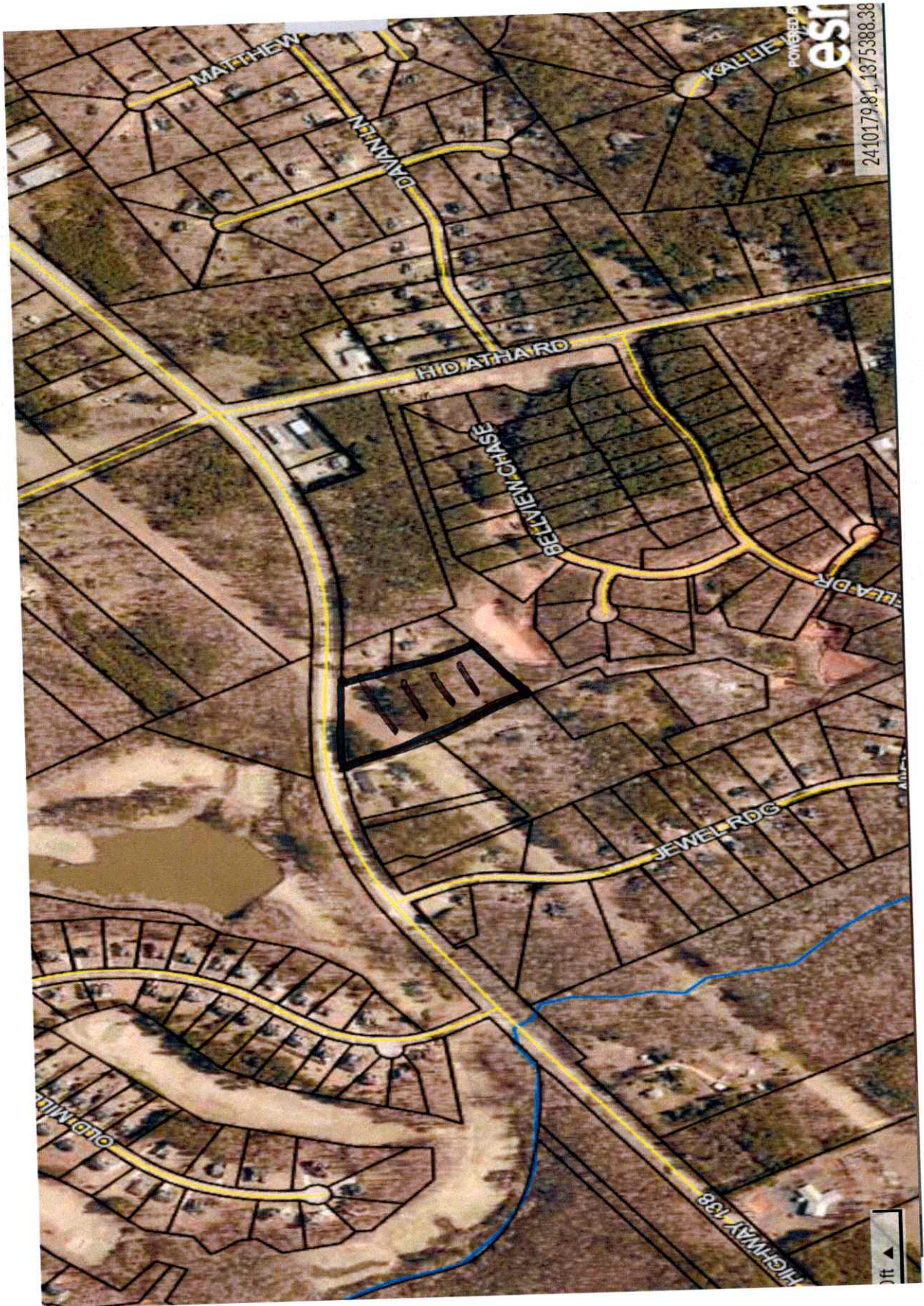
To whom it may concern,

I intend to bring my business to this location 2032 Hwy 138, Monroe, GA, therefore it requires rezoning B3. I intend to build an auto body shop and that could be a great place for an automotive complex. Since it's 4.71 acres I would like to put my dealer lot in the front portion of the property facing the mid highway because that would be a great location for a small dealership.

I look forward to bringing my business into the great county of Walton. I do hope the Board of Rezoning allows my business to be established in such a wonderful community. Dieujuste Automotive looks forward to being one of Walton County's businesses. Thank you, hear from you soon!

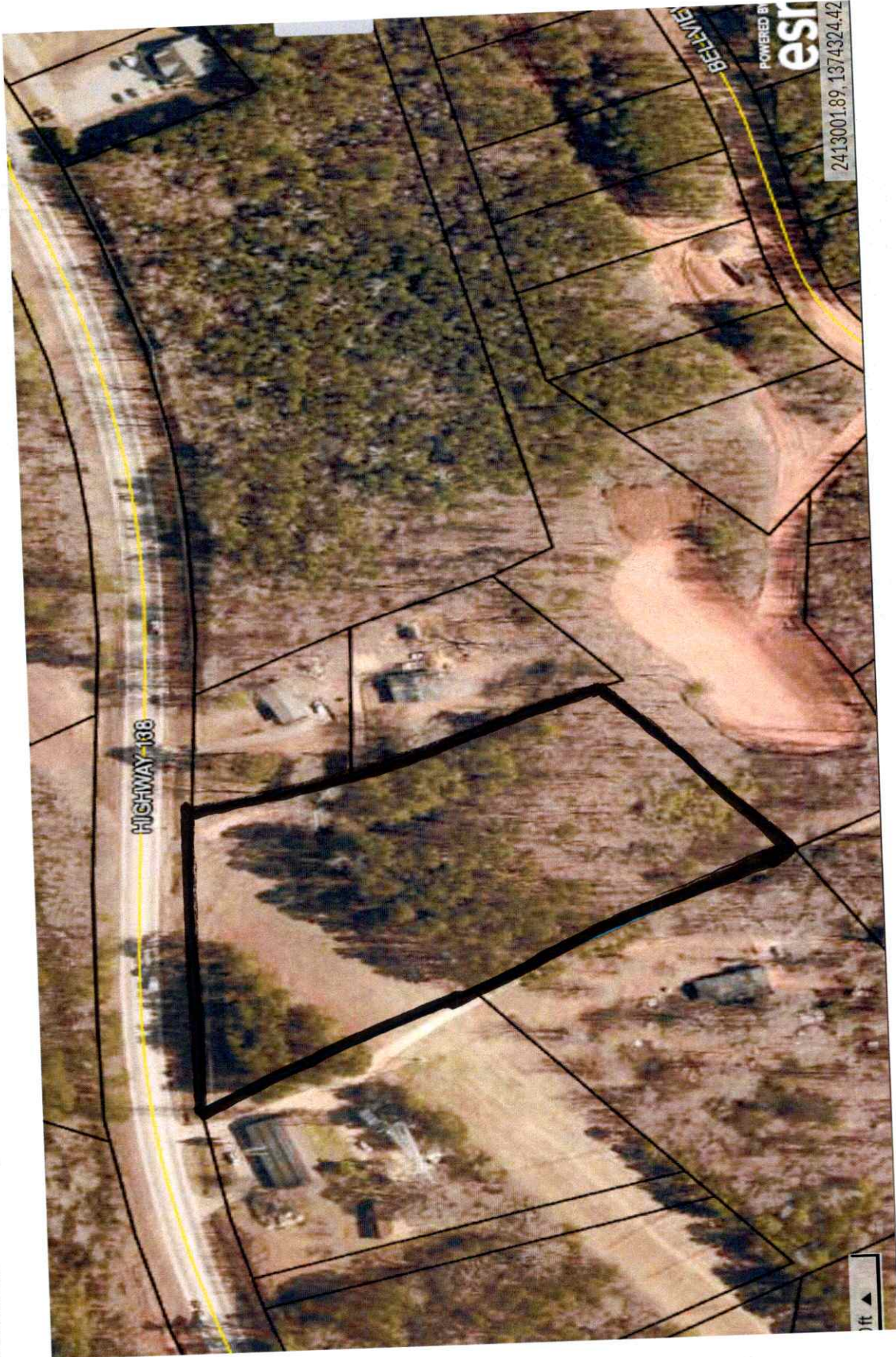


Z21060005 – 2032 Highway 138



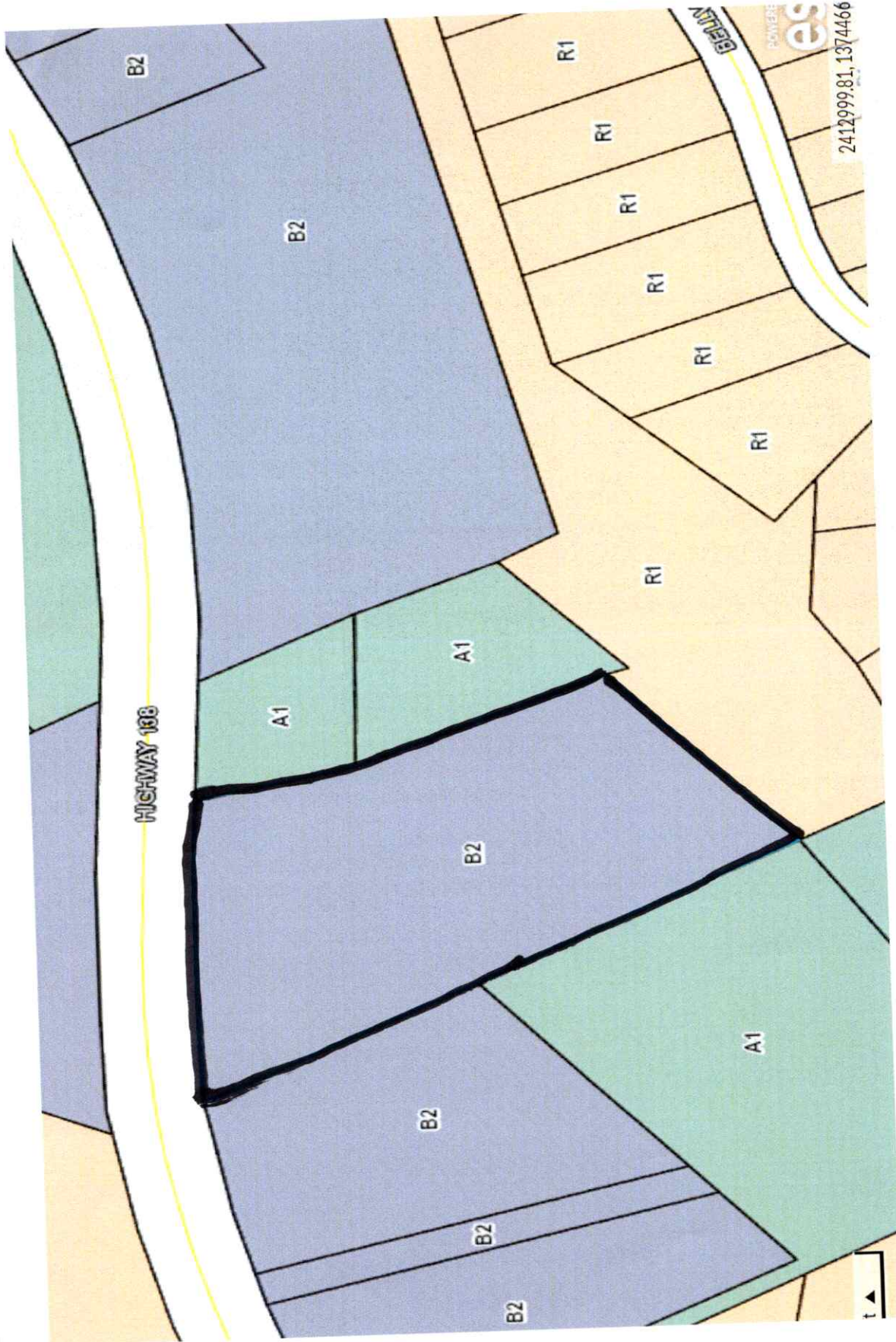


Z21060005 – 2032 Highway 138





Z21060005 – 2032 Highway 138



**Errata # 4 Amend RND guidelines to change density to 2 dwelling units per acre, increase house size from 1600 to 2000 and remove approval process for subdivision development.**

**Section 140 Residential Neighborhood Development Overlay District (RND)** 9-11-18

A. Purpose and Intent

The purpose and intent of the Board of Commissioners in establishing the RND Residential Neighborhood Development Overlay District is to establish a zoning district classification which promotes the public health, safety, and general welfare by permitting greater flexibility in site planning and building arrangements under a unified plan of development rather than lot-by-lot regulation, consistent with the policies and intent of the Walton County Comprehensive Plan and Land Development Ordinance and Subdivision Regulations. The RND Overlay District shall be permitted within the R1 zoning districts that are served by public water and sewer. The Residential Neighborhood Development Overlay District is intended to encourage:

1. A quality residential environment in close proximity to a major employment center;
2. More diversity in residential patterns;
3. Creativeness and innovation in land planning;
4. Quality development of attractive and cohesive design;
5. Respect for natural resources and environmental constraints,
6. Conservation of open space,
7. Provision of adequate public facilities and services; and
8. Amenities to serve the recreational, educational, and social needs of residents in order to create a more self-sufficient community.

B. Principle Uses and Structures-

Principal uses and structures shall be allowed in the RND Residential Neighborhood Development Overlay District in accordance with Article 5 of this Ordinance.



### C. Accessory Uses and Structures

Accessory uses and structures customary in single-family residential zoning districts shall be permitted in the Residential Neighborhood Development Overlay District in conformity with the table in Article 5, Part 2 of this Ordinance.

### D. Conditional Uses

1. Conditional uses shall be permitted in conformity with the table in Article 5, Part 1.
2. Certain authorized, accessory or conditional uses must meet certain standards peculiar to the use as provided in Article 6 of this Ordinance.
3. Conditional uses shall be approved in accordance with Article 4, Part 4 of this Ordinance.

### E. General Requirements

The Residential Neighborhood Development Overlay district shall satisfy the following requirements:

1. Permitted flexibility and variation in design, a development that has a greater net benefit to the County than that resulting from conventional development. One or more of the following factors may demonstrate net benefit to the County:
  - a. Inclusion of a variety of residential uses.
  - b. Creation of a community of compact scale and design, which encourages pedestrian circulation.
  - c. Creation of a design featuring amenities and accessory uses that increases the energy efficiency and self-sufficiency of the neighborhood with respect to its use of single-occupant automobiles without undermining the basic residential character of the neighborhood. Community facilities and accessory commercial uses are so located as to be readily accessible to residents of the community.
  - d. Interconnected usable open space.
  - e. Recreation facilities.
  - f. Other public facilities.
  - g. Aesthetic features and harmonious design.

- h. The proposed use would not substantially alter or adversely affect nearby property values.
  - i. The site plan for the proposed use provides for adequate ingress and egress of vehicular traffic and would not create safety, health or unreasonable traffic problems in the area.
  - a. There are adequate provisions for community facilities such as water, sewer, recreation, and open space.
  - b. The Residential Neighborhood Development Overlay district results in fewer burdens on present and projected public services and utilities than would result from conventional subdivision development.
2. Program for Unified Control. Each applicant for the Residential Neighborhood Development overlay classification shall provide evidence of the unified control of the entire parcel. During the development process more than one builder may participate in the development of the approved plan so long as each parcel of land remains subject to all of the terms and conditions of the plan approved by the Board of Commissioners for the property as a whole.

#### F. Property Development Standards

The following standards shall apply to each application for the Residential Neighborhood Development Overlay District classification:

- 1. Minimum Size Tract: All applications for the Residential Neighborhood Development Overlay District designation shall be for a tract of land having a gross area of not less than 30 acres.
- 2. Density: Developments in a Residential Neighborhood Development Overlay District may not exceed a density of ~~3~~2 dwelling units per gross acre of land.
- 3. Street Trees shall be prohibited within any rights-of-way to be dedicated to Walton County. (10-2-18)

#### G. Open Space/Green Space Conservation

- 1. No less than twenty (20%) percent of the Residential Neighborhood Development Overlay District shall consist of open space, greenways, trails and outdoor recreation areas.
- 2. To the extent possible, lands containing streams, lakes, 100-year floodplains, wetlands, slopes over fifteen (15%) percent, and exposed rock shall remain undisturbed and included in open space.

3. To the extent possible, open space areas shall form an interconnected and continuous network to facilitate connections for habitat and provisions for greenways, paths, and trails throughout the development.
4. No more than ten (10%) percent of open space areas may be constructed with impervious areas.
5. Maintenance and protection of open space held in common: (5-3-05)

Each applicant shall present a legal mechanism under which all land to be held in common are used for open space purposes shall be protected in perpetuity. Such legal mechanism may include deed restrictions or homeowners associations, which shall be approved by the Department as assuring each of the following mandatory requirements:

- a. That all land held in common shall remain undivided and shall not be subdivided or developed in perpetuity;
  - b. That all subsequent property owners in perpetuity within said Residential Neighborhood Development Overlay District are placed on notice of this development restriction through the deed records of Walton County Superior Court;
  - c. That all land held in common will be properly maintained and insured with no liability or maintenance responsibilities accruing to the County,
  - d. That a legal mechanism exists for notice of deficiencies in maintenance of the land held in common, correction of these deficiencies, properties for the cost of the correction of these deficiencies by a third party or the County,
  - e. That the legal mechanism be created and implemented prior to the sale of any individual properties within the Residential Neighborhood Development Overlay District; and
  - f. That all requirements of the legal mechanism chosen by the applicant and approved by the Department shall be specified on the final plan and recorded with the Clerk of Superior Court of Walton County.
6. Homeowners Association shall provide all of the following:
    - a. Mandatory and automatic membership in the homeowners association as a requirement of dwelling unit ownership;
    - b. All owners shall have equal access and right of use to all common and shared facilities,



- c. A fair and uniform method of assessment for dues, maintenance and related costs,
- d. Where appropriate, party wall maintenance and restoration in the event of damage or destruction,
- e. Perpetual and continued maintenance of land held in common and liability through the use of liens or other means in the case of default; and
- f. That all required covenants, declarations and restrictions shall be filed with the Clerk of the Superior Court of Walton County.

#### H. Streets and Sidewalks

1. All streets serving the overlay district must be suitable in design and adequate in capacity to carry the anticipated traffic within and through the overlay district.
2. Streets in a Residential Neighborhood Development Overlay District may be public or private.
3. Private streets shall be constructed to meet Walton County regulations for public streets of the same type.
4. Alleys - Alleys are permitted as private streets providing secondary or service access. Alleys serving four or more occupied structures shall provide a continuous connection between two public streets and shall meet the following standards:
  - a. Alleys shall be paved to a width of not less than ten (10) feet and constructed to the same paving standards as the connecting streets.
  - b. No alleys shall be longer than 500 feet.
  - c. No alley shall have a slope greater than seven (7) percent.
5. Buildings shall be set back at least ten feet from the edge of pavement of an alley.
6. Sidewalks - ~~A five-foot wide sidewalk with a five-foot wide landscape strip between the sidewalk and curb shall be provided~~ Sidewalks shall be installed in accordance with Article 9 Section 180 on each street within the Residential Neighborhood Development Overlay District.
7. Off-Street Parking Requirements - Off-street parking requirements for uses and structures authorized and permitted in the Residential Neighborhood Development Overlay District are required as follows:

- a. There shall be a minimum of two (2) off-street parking spaces and a two (2) car garage provided for each single family attached or detached dwelling unit.
  - b. All other uses shall provide off-street parking as required elsewhere in the Comprehensive Land Development Ordinance and Subdivision Regulations of Walton County.
8. Minimum yard requirements for buildings within a Residential Neighborhood Development Overlay District:
- a. Front yard: 22 feet
  - b. Side Yard: 7.5 feet
  - c. Rear yard: 20 feet.
9. Minimum spacing between buildings containing attached single-family residences and multi-family dwellings:
- a. The front or rear face of a dwelling unit shall be not less than fifty (50) feet from the front or rear face of another dwelling unit. The unattached side face of a single-family attached building shall be not less than twenty (20) feet from the side face of another such building and not less than forty (40) feet from the front or rear face of another such building or unit.
  - b. No dwelling unit shall be situated so as to face the rear of another dwelling unit closer than fifty (50) feet away unless terrain differences or screening will provide effective visual separation.
10. Maximum Height of Buildings: The maximum height of buildings shall be thirty-five (35) feet.
11. Maximum Lot Coverage: Lot coverage for individual lots within a Residential Neighborhood Development Overlay District shall not exceed 60 percent.
12. Minimum Dwelling Unit Size Requirements: The minimum size of any dwelling unit in a Residential Neighborhood Development Overlay District shall be as follows:
- a. Single-family attached or detached dwelling: Minimum of ~~1,600~~ two thousand (2,000) square foot ranch; twenty-four hundred (2,400) square foot 2-story ~~-square feet~~ of heated area.
13. Phasing of Projects
- a. Development within the Residential Neighborhood Development Overlay District may be phased.



- b. In all cases where a project is to be phased, each phase of the project shall contain the required parking spaces, recreation space, landscaping, and utilities required for that phase.
- c. When developed in phases, all open space shall be shown in Phase 1.

The underlying portion will be deleted as it is redundant, all subdivision plans follow the same review and approval process:

~~I. Review and Approval Procedures~~

- ~~1. Each application for the Residential Neighborhood Development Overlay District classification shall be filed with the Department and shall be reviewed for compliance with Article 4, Part 4 of this Ordinance.~~
- ~~2. The application for concept plan approval for a Residential Neighborhood Development Overlay District shall include, at a minimum, the following information:~~
  - ~~a. A complete application for overlay approval in a manner consistent with a rezoning application as provided in Article 4, Part 4 of this Ordinance.~~
  - ~~b. A narrative addressing the proposed development explaining how it meets the purpose, intent, and standards of this Ordinance. The narrative shall include a tabulation of the approximate number of acres in each land use, the approximate number of dwelling units by type, the approximate gross residential density, the approximate open space acreage, the anticipated number, type and size of recreational facilities and other amenities, creative or innovative features of the development, the relationship of the proposed development to surrounding natural features and existing development, and other distinctive features of the plan.~~
  - ~~c. A statement from the Water supplier and the Environmental Health Department that the water supply and wastewater treatment methods and systems proposed for the development are appropriate and adequate.~~
  - ~~d. All applications shall be accompanied by two (2) copies of a plan drawn to a designated scale of not less than one inch equals one hundred feet (1" = 100'), certified by a professional engineer or land surveyor licensed by the State of Georgia, presented on a sheet having a maximum size of 24" x 36", and one 8½" x 11" reduction of the plan. If presented on more than one (1) sheet, match lines shall clearly indicate where the several sheets join. Such plat shall contain the following information:~~



- ~~(1) Boundaries of the entire property proposed to be included in the Residential Neighborhood Development Overlay District, with bearings and distances of the perimeter property lines and indication of boundaries of each phase of development, if applicable.~~
  - ~~(2) Total area of the property in acres.~~
  - ~~(3) Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat and on all supporting graphics.~~
  - ~~(4) Existing topography with a maximum contour interval of five (5) feet and a statement indicating whether it is an air survey or field run.~~
  - ~~(5) Approximate delineation of any floodplain designated by the Federal Emergency Management Agency, United States Geological Survey, or Walton County; the delineation of any jurisdictional wetlands as defined by Section 404 of the Federal Clean Water Act.~~
  - ~~(6) Approximate delineation of any significant historic or archaeological feature, grave, object or structure marking a place of burial if known, and a statement indicating how the proposed development will impact it.~~
  - ~~(7) A delineation of all existing structures and whether they will be retained or demolished.~~
  - ~~(8) General location of proposed housing unit types.~~
  - ~~(9) Approximate development density and lot sizes for each dwelling unit type.~~
  - ~~(10) Identification of site access points and layout, width of right-of-way and paved sections of all internal streets.~~
  - ~~(11) Boundaries of all contiguous land under control or ownership of the applicant, and the current location, size, ownership, and use of each parcel adjoining the proposed development.~~
- ~~e. At any time following approval of the conceptual plan, the applicant may file for preliminary plan approval for the Residential Neighborhood Development Overlay District. The preliminary plan application shall include, at a minimum, the following information:~~
- ~~(1) A narrative describing changes and refinements in the proposed preliminary plat, compared to the approved concept plan.~~

- ~~(2) Six (6) copies of a preliminary plan drawn to a designated scale of not less than one inch equals one hundred feet (1" = 100'), certified by a professional engineer or land surveyor licensed by the State of Georgia, presented on a sheet having a maximum size of 24" x 36", and one 8½" x 11" reduction of the plan. If presented on more than one (1) sheet, match lines shall clearly indicate where the several sheets join. Such plan shall contain the following information:~~
- ~~(3) Boundaries of the property being proposed for preliminary plan approval within the Residential Neighborhood Development Overlay district, with bearings and distances of the perimeter property lines and indication of boundaries of each phase of development, if applicable. The property can consist of all or a portion of the approved Residential Neighborhood Development Overlay District.~~
- ~~—— (4) Total area of the property in acres.~~
- ~~(5) Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat and on all supporting graphics.~~
- ~~(6) Existing topography with a maximum contour interval of five (5) feet and a statement indicating whether it is an air survey or field run.~~
- ~~(7) Delineation of any floodplain designated by the Federal Emergency Management Agency, United States Geological Survey, or Walton County; the delineation of any jurisdictional wetlands as defined by Section 404 of the Federal Clean Water Act.~~
- ~~(8) Delineation of any significant historic or archaeological feature, grave, object or structure marking a place of burial if known, and a statement indicating how the proposed development will impact it.~~
- ~~(9) Delineation of all existing structures and whether they will be retained or demolished.~~
- ~~—— (10) Location and lot layout of proposed housing units.~~
- ~~—— (11) Development density and lot sizes for each dwelling unit type.~~
- ~~(12) Identification of site access points and layout, width of right-of-way and paved sections of all internal streets.~~
- ~~(13) Preliminary drainage plan with approximate location and size of proposed storm water management facilities and a statement as to the type of facility proposed.~~



~~(14) Designation of minimum lot areas and yards that will be provided on lots adjacent to the external site boundaries of the subdivision.~~

~~—— (15) Areas to be held in joint ownership, common ownership or control.~~

~~(16) Location of proposed trails, recreation areas, parks, schools, libraries, churches, and other public or community uses, facilities, or structures on the site.~~

~~—— (17) Location of sidewalks and bicycle facilities.~~

~~(18) Indication that the property is served by public water and sewer with conceptual layout of utilities and location of all existing or proposed utility easements having a width of twenty-five (25) feet or more.~~

~~—— (19) Seal and signature of professional preparing the plat.~~

#### J. ~~Approval Process~~

- ~~1. Following receipt of a complete application and fee, the Department shall prepare the proper advertisement and notice for a public hearing of the Planning Commission and Board of Commissioners to consider whether to approve the proposed Residential Neighborhood Development Overlay District development. The approval process shall comply with the provisions of Article 4, Part 4 of this Ordinance.~~
- ~~2. The Director shall approve the preliminary plat as provided in Article 8 of this Ordinance following submission and staff review and approval of other plans and studies required for preliminary plat approval and certification.~~
- ~~4. Final Site Plan and Plat – Prior to issuance of any building permit within any Residential Neighborhood Development Overlay District, a final plat shall be submitted to and reviewed by the Director for consistency with the preliminary plat as provided in Article 8 of this Ordinance.~~
- ~~5. Variances and Conditions of Rezoning for Residential Neighborhood Development Overlay District Approval – In enacting an ordinance designating a parcel of land as a Residential Neighborhood Development Overlay District, the Board of Commissioners may enact a plan which provides for variances and conditions of rezoning for a Residential Neighborhood Development approval generally applicable in this district. After approval of any such Residential Neighborhood Development Overlay by the Board of Commissioners, no action is required by the Board of Appeals with respect to such variances or conditions of rezoning approved by the Board of Commissioners.~~
- ~~6. Recording of Final Plat by Director – After final approval of a final plat for a development in the Residential Neighborhood Development Overlay District by~~



~~the Department, said plat should be recorded with the Office of the Clerk of Superior Court of Walton County.~~

~~K. Modification of Residential Neighborhood Development Overlay Plan~~

~~1. Minor modifications to a preliminary plan for a development within the Residential Neighborhood Development Overlay District may include, but are not limited to minor shifting of the location of streets, public or private ways, utility easements, parks, or other public open spaces, or other incidental features of the plan, provided that such changes meet all of the following:~~

~~a. Do not increase densities,~~

~~b. Do not change the outside boundaries of the development tract,~~

~~c. Do not affect the form of ownership, control or maintenance of common areas.~~

~~2. Major Modification~~

~~a. Any modification of an approved preliminary plan for a Residential Neighborhood Development Overlay requested by an applicant that does not qualify as a minor modification shall be a major modification.~~

~~b. Major modifications in an application for a development within the Residential Neighborhood Development Overlay District shall constitute a new application and shall require re-advertisement of public hearing dates and re-hearing, if applicable. If substantial additional effort and re-study are required, the Department shall require the applicant to pay an additional fee commensurate with a new application. Major modifications requested by the applicant/developer after approval of the Board of Commissioners require that the application or approved plan shall be treated as amendments to the Ordinance.~~

## **PC ACTION 6/3/2021:**

**Errata #4 – Amend RND guidelines to change density to 2 dwelling units per acre, increase house size from 1600 to 2000 and remove approval process for subdivision development.**

**This amendment to the RND is changing the overall density on a development from 3 lots per acre to 2; it is changing the house size from 1,600 to 2,000 sq. ft. ranch and 2,400 sq. ft. for 2-story. The amendment is also deleting the review and approval process that is redundant. This will be approved and reviewed the same way as any other residential development.**

**Tim Hinton stated that in his 24 year career in real estate he feels we should maintain the density and keep house size at 1,600 sq. ft. With the lumber up 400% it would be a burden on builder development cost for materials. Having to pay 40 to 50 thousand per acre the numbers will not work out. The Cities offer a higher density and it would lessen comp market with the Cities. He would recommend keeping the density and house sizes the same.**

**Recommendation: Tim Hinton made a motion to recommend denial of the changes with a second by John Pringle. Pete Myers Opposed.**

**WALTON COUNTY, GEORGIA  
ORDINANCE NUMBER \_\_\_\_\_**

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF WALTON COUNTY, GEORGIA TO PROVIDE REQUIREMENTS FOR PREQUALIFICATION OF PRIVATE PERMITTING REVIEW AND INSPECTION; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

**WHEREAS**, Article IX, Section II, Paragraph I of the Constitution of the State of Georgia grants the governing authority of each county the legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the constitution or any local law applicable thereto;

**WHEREAS**, pursuant to O.C.G.A. § 8-2-26 (g) (hereinafter the “State Act”), Walton County is authorized to prequalify any private professionals prior to such professionals completing plan review and inspection services for permit applicants who have selected a third party provider;

**WHEREAS**, Walton County wishes to adopt regulations regarding the prequalification of third party inspectors and third party plan reviewers pursuant to the State Act.

**NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AS FOLLOWS:**

1.

Chapter 14 of the Code of Walton County, Georgia is hereby amended by repealing Section 14-51(b) of Article II entitled, “Inspection service” in its entirety and replacing it with a new Section 14-51(b) of Chapter 14, Article II as follows:

(b) *Inspection service.* The building official may make, or cause to be made, the inspections required by this section. The building official may accept reports of approved third party inspectors and plans reviewers pursuant to the requirements of Chapter 14, Article IV of this Code.



2.

Chapter 14 of the Code of Walton County, Georgia is hereby amended to add a new Article IV entitled, "Third Party Inspection," as follows:

Reserved Sections 14-111 through 14-130.

ARTICLE IV. - THIRD PARTY INSPECTION

Sec. 14-131. - Definitions.

- (a) For purposes of this third party inspection ordinance, the following definitions shall apply unless the context clearly indicates otherwise:

*Approved third party inspectors and plans reviewer list.* A list maintained by the department comprised of the names of approved third party inspectors and plans reviewers that have complied with the application and renewal requirements of the Walton County Third Party Inspection and Plans Review Program and have been approved to perform third party inspections and plans review pursuant to this article of the Walton County Code in unincorporated Walton County.

*Approved third party inspector.* A registered professional engineer or registered professional architect that has complied with the application and renewal requirements of the Walton County Third Party Inspection and Plans Review Program and has been approved to perform third party inspections pursuant to this article of the Walton County Code in unincorporated Walton County. An approved third party inspector is intended to constitute a "private professional provider" for the purposes of performing inspections as described in the State Act.

*Approved third party plans reviewer.* A registered professional engineer or registered professional architect that has complied with the application and renewal requirements of the Walton County Third Party Inspection and Plans Review Program and has been approved to perform third party plans review pursuant to this article of the Walton County Code in unincorporated Walton County. An approved third party plans reviewer is intended to constitute a "private professional provider" for the purpose of reviewing building construction plans as described in the State Act.

*Convenience fees.* Fees established by the department to be paid to the county upon the election by an applicant to use a third party inspector or third party plans reviewer or despite the department otherwise being able to provide inspection and plan review services within the time frames required by the State Act. Such fees shall be the same as any regulatory fees assessed by the department for inspections and plan review services performed by the department.

*County.* Walton County, Georgia.

*Department.* The Walton County Planning and Development Department, or such other department as may be assigned by the Walton County Board of Commissioners the responsibility of performing inspections and overseeing the third party inspection and plans review system described herein.

*Inspection.* The observance of work and the performance of test for certain components and elements to establish conformance with Walton County approved construction documents,

building codes and ordinances adopted by Walton County, and the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs.

*Inspection certification.* A written statement signed by an approved third party inspector or his/her approved technician, which shall indicate that the item(s) being inspected, in the approved third party inspector's professional opinion and to the best of their knowledge, complies with Walton County approved construction documents, building codes and ordinances adopted by Walton County, the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs, and any other applicable inspections that are typically performed by inspectors employed by Walton County.

*Inspection field report.* A written report prepared by an approved third party inspector or a technician working under the direct supervision of an approved third party inspector describing the work conducted and findings of an inspection.

*Plans review affidavit.* A written affidavit on a form adopted by the department of community affairs that is completed and signed under oath by an approved third party plans reviewer, which shall indicate the plans which have been reviewed for the purpose of a building permit for the application in question, in the approved third party plans reviewer's professional opinion and to the best of their knowledge, complies with the regulatory requirements as designated by Walton County, including the Georgia State Minimum Standard Codes most recently adopted by the department of community affairs and any locally adopted ordinances and amendments to such codes, applicable zoning ordinances and conditions, design standards, and any other applicable laws and regulations that would otherwise be required of staff employed by the Walton County Planning and Community Development Department.

*Registered professional architect.* An individual that holds a certificate of registration issued under O.C.G.A. Title 43, Chapter 4.

*Registered professional engineer.* An individual that holds a certificate of registration issued under O.C.G.A. Title 43, Chapter 15.

*Regulatory fees.* All fees established by the department to be paid to the department for any regulatory action, inspection services, or plan review services as provided by the State Act and this article.

*State Act.* O.C.G.A. § 8-2-26.

*Technician.* An individual that performs inspections under the direct supervision of an approved third party inspector.

*Third party inspection.* Inspection performed in conformance with this program by approved third party inspectors.

*Third party inspection and plans review program.* The rules and procedures described in this third party inspection and plans review ordinance.

*Third party plans review.* Building construction plans review performed in conformance with this program by approved third party plans reviewers.

Sec. 14-132. - Third party inspection and plans review program.

- (a) The department will establish and maintain an approved third party inspectors and plans reviewers list from whom the department will accept third party inspections and third party plans reviews in accordance with this third party inspection and plans review ordinance.
- (b) In full compliance with the requirements of the State Act, Walton County shall allow owners, developers, and contractors to submit inspection certifications by approved third party inspectors and plans review affidavits by approved third party plans reviewers in order to satisfy certain inspection and plans review requirements.
- (c) The department will only consider inspection certifications and plans review affidavits from individuals listed on the approved third party inspector and plans reviewer list. Walton County makes no representation concerning the approved third party inspectors and approved third party plans reviewers other than that they have submitted evidence showing that they have met the minimum criteria necessary to qualify for the third party inspection and plans review program described herein.
- (d) In order for an inspection certification or plans review affidavit to be accepted by the department for a particular project, an approved third party inspector or approved third party plans reviewer must be independent of, and must not be an employee of or otherwise affiliated with or financially interested in the person, firm or corporation engaged in the construction project to be inspected.
- (e) The person, firm or corporation retaining an approved third party inspector or approved third party plans reviewer to conduct an inspection or plans review shall be required to pay to the county the same regulatory fees and charges which would have been required had the inspection or plans review been conducted by a county inspector or county plan reviewer. Should the department determine that it cannot conduct a particular inspection or plans review in a time as determined by the State Act, the applicable regulatory fees shall be reduced by 50 percent. Should the department determine that it can conduct a particular inspection or plans review in a time as determined by the State Act, a convenience fee shall be paid to the county. Upon paying in full of the convenience fees associated with the complete application, the applicant may nevertheless choose to retain, at its own expense, an approved third party inspector or approved third party plans reviewer to provide the required inspection or plan review, subject to the requirements set forth in this article. Any regulatory fees or convenience fees paid to the county are nonrefundable.
- (f) All other fees and costs related to the performance of the third party inspections or third party plans review are matters solely between the approved third party inspector or approved third party plans reviewer and the person, firm, or corporation engaging the approved third party inspector or approved third party plans reviewer.
- (g) Notwithstanding the submission of an inspection certification or plans review affidavit, the department retains the authority to make all code interpretations and to monitor the quality of all third party inspections and third party plans reviews and nothing in this article shall be construed as authorizing any approved third party inspector or approved third party plans reviewer to issue a certificate of occupancy.
- (h) The department will continue to provide full support to customers that choose not to utilize the services of approved third party inspectors or approved third party plans reviewers.



- (i) The department will follow all applicable procedures set forth in the State Act for all inspections and plans reviews. For purposes of processing applications in compliance with the State Act, an application submitted to the department shall not be considered complete until all applicable fees have been paid, and all applicable county departments have previously received the application and provided any required approvals.

Sec. 14-133. - Inspections types.

- (a) The department will, at a minimum, accept third party inspections in compliance with the State Act for any construction inspections required by the Walton County Construction Code. A comprehensive list of the various inspections types, their allowed timing and other related details are established by department policy. This document is available from the department and is published on the department's website.
- (b) Approved third party inspectors shall be authorized to conduct any inspection required by the county necessary or required to determine compliance with all regulatory requirements and for the issuance of a building permit or certificate of occupancy, provided that the inspection being performed is within the scope of the approved third party inspector's area of competency. However, nothing in this article shall be construed as authorizing third party inspections for compliance with state or local fire safety standards or erosion control standards.

Sec. 14-134. - Approved third party inspector qualifications.

- (a) Individuals wishing to be placed on the approved third party inspectors and plans reviewer list as an approved third party inspector must submit an initial application along with an application fee as established by the Walton County Board of Commissioners to the department.
- (b) In order to qualify as an approved third party inspector, an individual must:
  - (1) Be, or be a partner in or employed by, an engineering or architect firm, in full compliance with chapter 18 of the Walton County, Georgia Code of Ordinances, including timely payment of the occupational tax and registration required thereunder.
  - (2) Be a registered professional engineer or a registered professional architect as defined in this article.
  - (3) Otherwise be in good standing with all pertinent certification and professional accreditation boards.
  - (4) Possess and maintain minimum insurance as described herein.
  - (5) Demonstrate relevant experience of at least three years.
- (c) An individual shall not be qualified to be placed on the approved third party inspectors and plans reviewer list if he/she has had his/her authority to issue third party inspection certifications in any other jurisdictions revoked. If an individual previously qualified to be on the approved third party inspectors and plans reviewer list and subsequently has his/her

authority to issue third party inspection certifications revoked, the individual shall be removed from the approved third party inspectors and plans reviewer list.

- (d) An approved third party inspector may not submit an inspection certification if the approved third party inspector is an officer or employee of the owner, developer, contractor or other party or if the approved third party inspector is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor or other party on whose behalf the inspection certification is submitted.
- (e) Technicians may perform inspections under the supervision of an approved third party inspector provided that the technician has satisfied any specific requirements as may be designated by the building official.
- (f) Technicians performing inspections under the supervision of an approved third party inspector shall possess ICC certifications relevant to the types of inspections performed. For building inspections, technicians shall provide documentation demonstrating three years previous experience and/or training that includes general building construction, construction trades, and code enforcement/interpretation, or any equivalent combination of education, training, and experience to be determined in the discretion of the building official.
- (g) Approved third party inspectors shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the department with the initial application:
  - (1) Comprehensive general liability insurance for liability and property damage in an amount of not less than \$1,000,000.00 per occurrence.
  - (2) Professional liability insurance for errors and omissions in an amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate coverage for any project with a construction cost of \$5,000,000.00 or less. For any project with a construction cost of more than \$5,000,000.00, the amount of professional liability insurance for errors and omissions shall not be less than \$2,000,000.00 per claim and \$2,000,000.00 in aggregate coverage.
  - (3) Such insurance may be a practice policy, or may be project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the private professional provider. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the final certificate of occupancy or certification of completion for the project.
  - (4) The cancellation provision shall provide for 30 days' notice of cancellation.
  - (5) Walton County, Georgia, its officers, officials, employees and representatives shall be named as additional insureds on the required insurance policies.
  - (6) The required insurance coverages shall be provided by an insurance company licensed to do business by and in good standing with the Georgia Department of Insurance at all times.
  - (7) Approved third party inspectors shall maintain the minimum insurance coverage as required above at all times during which they are listed as approved third party inspectors. Approved third party inspectors shall provide the department with evidence of minimum insurance coverages and provisions on an annual basis prior to the

expiration of any policy or coverage and upon request by the department. Should any insurance coverage or information change, the approved third party inspector shall provide written notice of any such change to the county within ten business days. If at any time an approved third party inspector fails to maintain the required insurance coverage, the department may remove them from the approved third party inspectors and plans reviewer list.

(h) Suspension of technicians and approved third party inspectors:

(1) An individual who performs inspections under this article, whether a Technician or an individual approved third party inspector, shall be subject to suspension from the approved third party inspector and plans reviewer list, and from submitting inspection field reports and inspection certifications for the following infractions:

- a. Providing inspections without appropriate license or certification.
- b. Providing inspection services prior to issuance of a valid building permit.
- c. Failing to identify any noncompliance with any applicable code, as amended, governing individual and public safety and welfare (including, but not limited to, sections 308, 310-312, 314, and 315 of the 2012 edition of the International Residential Code, Section 607 of the 2012 edition of the International Plumbing Code, Sections 406, 502, and 503 of the 2012 edition of the International Fuel Gas Code, and Sections 210, 240, and 250 of the 2017 National Electric Code, etc.) as determined in the sole good faith discretion of the Chief Building Official of the County. However, it is the express intent of the County not to impose sanctions on an individual under this Article for failing to identify multiple instances of noncompliance in one inspection such as that each such failure constitutes an individual and separate infraction. Rather, multiple failures contained in a single inspection under this paragraph shall be treated as a single infraction.
- d. Authorizing any deviation from the approved permit.
- e. Falsifying reports.
- f. Unauthorized employee performing inspections.
- g. Performing unauthorized types of inspections.
- h. Inspections passed with hold on project or under stop work.
- i. Failure to identify noncompliance with any applicable code not captured in subsection (c) above, upon identification of such failure by the county on multiple occasions, as determined in the sole good faith discretion of the chief building official of the county.

(2) Suspension for submitting inspection field reports and inspection certifications for infractions by a technician or individual approved third party inspector shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within a 12-month period, the following actions and suspensions against a technician or individual approved third party inspector shall be assessed:



First infraction:	Warning letter
Second infraction:	7-Day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications
Third infraction:	30-day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications
Fourth infraction:	90-day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications
Fifth infraction:	1-year suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications

(3) An approved third party inspector shall be subject to progressive action based on the number of infractions in the previous 24-month period by individuals performing inspections, including the individual approved third party inspector or any one or more technicians acting under the supervision of the approved third party inspector (which shall include technicians serving as employees, independent contractors, agents, etc.). Violations under this paragraph shall accrue upon every third infraction by an individual contemplated in paragraph (2) above, and shall subject approved third party inspectors to the following actions and suspensions for any combination of infractions within a 24-month period:

First violation (upon third individual infraction):	Written letter of reprimand from the Walton County Planning and Development Director
Second violation (upon sixth individual infraction):	Seven-day suspension from approved third party inspector and plans reviewer list
Third violation (upon ninth individual infraction):	30-day suspension from approved third party inspector and plans reviewer list
Fourth violation (upon 12th individual infraction):	90-day suspension from approved third party inspector and plans reviewer list
Fifth violation (upon 15th individual infraction):	Two-year suspension from approved third party inspector

individual infraction):	and plans reviewer list
-------------------------	-------------------------

The county shall send written notice to the approved third party inspector for each infraction as contemplated in paragraph (2) above, the purpose of which shall be to inform the approved third party inspector of the number of infractions accruing under paragraph (2), to put the approved third party inspector on notice of possible violations under this paragraph (3), and so the approved third party inspector has the opportunity to take any remedial action necessary to prevent future infractions and/or violations.

- (4) Notwithstanding any other provision of this article, in the event a technician or individual approved third party inspector is found to have violated subsection (h)(1)e. - falsifying reports, the progressive actions and suspensions of this article may, in the discretion of the county, be bypassed with an immediate suspension and/or disqualification imposed.
- (5) The appeal of a suspension and/or disqualification shall be processed through the zoning board of appeals at its next scheduled meeting as an appeal of an administrative decision.

Sec. 14-135. - Procedures for conducting third party inspections.

All procedures for third party inspections are outlined the Walton County Third Party Inspection and Plans Review Program and have been approved by the Walton County Board of Commissioners.

Sec. 14-136. - Approved third party plans reviewer qualifications.

- (a) Individuals wishing to be placed on the approved third party inspectors and plans reviewer list as an approved plans reviewer must submit an initial application along with an application fee as established by the Walton County Board of Commissioners to the department.
- (b) In order to qualify as an approved third party plans reviewer, an individual must:
  - (1) Be, or be a partner in or employed by, an engineering or architect firm, in full compliance with chapter 22 of the Walton County, Georgia Code of Ordinances, including timely payment of the occupational tax and registration required thereunder.
  - (2) Be a registered professional engineer or registered professional architect as defined in this article.
  - (3) Otherwise be in good standing with all pertinent certification and professional accreditation boards.

- (4) Possess and maintain minimum insurance as described herein.
  - (5) Demonstrate relevant experience of at least one year.
- (c) An individual shall not be qualified to be placed on the approved third party inspectors and plans reviewer list if he/she has had his/her authority to issue third party plans review affidavits in any other jurisdictions revoked. If an individual previously qualified to be on the approved third party inspectors and plans reviewer list and subsequently has his/her authority to issue third party plans review affidavits revoked, the individual shall be removed from the approved third party inspectors and plans reviewer list.
- (d) An approved third party plans reviewer may not submit a plans review affidavit if the approved third party plans reviewer is an officer or employee of the owner, developer, contractor or other party or if the approved third party plans reviewer is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor or other party on whose behalf the plans review affidavit is submitted.
- (e) Approved third party plans reviewers shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the department with the initial application:
- (1) Comprehensive general liability insurance for liability and property damage in an amount of not less than \$1,000,000.00 per occurrence.
  - (2) Professional liability insurance for errors and omissions in an amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate coverage for any project with a construction cost of \$5,000,000.00 or less. For any project with a construction cost of more than \$5,000,000.00, the amount of professional liability insurance for errors and omissions shall not be less than \$2,000,000.00 per claim and \$2,000,000.00 in aggregate coverage.
  - (3) Such insurance may be a practice policy, or may be project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the private professional provider. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the final certificate of occupancy or certification of completion for the project.
  - (4) The cancellation provision shall provide for 30 days' notice of cancellation.
  - (5) Walton County, Georgia, its officers, officials, employees and representatives shall be named as additional insureds on the required insurance policies.
  - (6) The required insurance coverages shall be provided by an insurance company licensed to do business by and in good standing with the Georgia Department of Insurance at all times.
  - (7) Approved third party plans reviewers shall maintain the minimum insurance coverage as required above at all times during which they are listed as approved third party plans reviewers. Approved third party plans reviewers shall provide the department with evidence of minimum insurance coverages and provisions on an annual basis prior to the expiration of any policy or coverage and upon request by the department. Should any insurance coverage or information change, the approved third party plans reviewer shall provide written notice of any such change to the county within ten business days.



If at any time an approved third party plans reviewer fails to maintain the required insurance coverage, the department may remove them from the approved third party inspectors and plans reviewer list.

(f) Suspension of approved third party plans reviewers:

- (1) An individual who performs plans review under this article shall be subject to suspension from the approved third party inspector and plans reviewer list, and from submitting plans review affidavits for the following infractions:
  - a. Providing plans reviews without appropriate license or certification.
  - b. Failing to identify any noncompliance with any applicable code, as amended, governing individual and public safety and welfare (including, but not limited to, Sections 308, 310—312, 314, and 315 of the 2012 edition of the International Residential Code, Section 607 of the 2012 edition of the International Plumbing Code, Sections 406, 502, and 503 of the 2012 edition of the International Fuel Gas Code, and Sections 210, 240, and 250 of the 2017 National Electric Code, etc.) as determined in the sole good faith discretion of the chief building official of the county. However, it is the express intent of the county not to impose sanctions on an individual under this article for failing to identify multiple instances of noncompliance in one inspection such as that each such failure constitutes an individual and separate infraction. Rather, multiple failures contained in a single inspection under this paragraph shall be treated as a single infraction.
  - c. Falsifying plans review affidavits.
  - d. Performing unauthorized types of plan reviews.
- (2) Suspension for submitting plans review affidavits for infractions by an approved third party plans reviewer shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within a 12-month period, the following actions and suspensions against an approved third party plans reviewer shall be assessed:

First infraction:	Written letter of reprimand from the Walton County Planning and Development Director
Second infraction:	Seven-day suspension from approved third party inspector and plans reviewer list
Third infraction:	30-day suspension from approved third party inspector and plans reviewer list
Fourth infraction:	90-day suspension from approved third party inspector and plans reviewer list
Fifth infraction:	One-year suspension from approved third party inspector and plans reviewer list

- (3) The county shall send written notice to the approved third party plans reviewer for each infraction as contemplated in paragraph (2) above, the purpose of which shall be to inform the approved third party plans reviewer of the number of infractions accruing under paragraph (2) and so the approved third party plans reviewer has the opportunity to take any corrective action necessary to prevent future infractions.
- (4) Notwithstanding any other provision of this article, in the event an approved third party plans reviewer is found to have violated subsection (f)(1)c. - falsifying plans review affidavits, the progressive actions and suspensions of this article may, in the discretion of the county, be bypassed with an immediate suspension and/or disqualification imposed.
- (5) The appeal of a suspension and/or disqualification shall be processed through the zoning board of appeals at its next scheduled meeting as an appeal of an administrative decision.

Sec. 14-137. - Procedures for conducting third party plan reviews.

- (a) Any plan review conducted by an approved third party plans reviewer shall be no less extensive than plan reviews conducted by county personnel.
- (b) The following procedures shall apply to all third party plans review:
  - (1) To ensure quality control of the third party inspection program, a copy of all plans review affidavits shall be provided to the department within five business days of its completion.
  - (2) All plans review affidavits shall certify that:
    - a. The plans were reviewed by the affiant who is duly authorized to perform plan review pursuant to the third party inspection and plans review program;
    - b. The plans comply with all applicable regulatory requirements; and
    - c. The plans submitted for plan review are in conformity with plans previously submitted to obtain county approvals required in the plan submittal process and do not make a change to the project reviewed for such approvals.

3.

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

4.

It is the express intent of the Walton County Board of Commissioners that this Ordinance be consistent with both federal and state law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such

invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

5.

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

6.

This Ordinance shall become effective upon the expiration of Georgia Executive Order 03.20.20.02 and Georgia Executive Order 03.30.20.02 at the conclusion of the Georgia Public Health State of Emergency.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
David G. Thompson, Chairman  
Walton County Board of Commissioners

Attest: \_\_\_\_\_  
County Clerk  
Walton County, Georgia  
[COUNTY SEAL]



# Walton County Third Party Inspection and Plan Review Program

The following procedures shall apply to all third party inspections:

- A. All construction inspections in unincorporated Walton County are to be performed in compliance with the Walton County Construction Code which contains the titles and editions of all building codes that Walton County enforces; the applicable sections of the Walton County Land Development Ordinance and the Inspection Handout. All approved "Third Party Engineer Inspectors" will be required to have copies of the above-mentioned documents.
  - (1) To ensure quality control of the third party inspection and plan review program, a copy of all inspection field reports shall be provided to the department within two business days from the date the inspection is performed.
  - (2) All inspection field reports shall note the type of inspection and any deficiencies observed.
  - (3) Final inspections will not be scheduled until all outstanding re-inspection fees have been paid and all required documentation have been submitted; however a Certificate of Occupancy/Certificate of Completion will not be issued until a final inspection as has been performed by Walton County Inspectors.
  
- B. Engineers may do work in their "scope of expertise" with ICC certification that matches his or her area of expertise.
  
- C. Walton County will authorize and accept Third Party Engineer Inspections for the following **ONLY**. *Prior approval is required for each:*
  - (1) 1 & 2 Family Residential: footings, foundations, garage and carport slabs, and basement floor slabs in accordance with Walton County regulations;
  - (2) Foundation/Retaining wall inspection and footings;
  - (3) Design work as required during field inspection of 1 & 2 Family construction which has not been stamped by a Georgia licensed architect or engineer.
  
- D. The following inspections **will be accepted only upon special approval**. This will occur when Walton County is two or more days behind in making inspections. At present time, Third Party Inspectors have not been approved for the following:
  - (1) 1 & 2 Family Residential: rough electrical;
  - (2) 1 & 2 Family Residential: rough plumbing;
  - (3) 1 & 2 Family Residential: rough mechanical;

- (4) 1 & 2 Family Residential: rough framing;
- E. Final Inspections- Certificate of Occupancy/Certificate of Compliance will be issued upon final inspection by a county inspector only.
- F. Third Party Engineers are not authorized to perform any inspections, previously “Failed by another Third Party Inspector firm or County Inspector.

**PROCEDURES FOR CONDUCTING A THIRD PARTY ENGINEER INSPECTION**

- A. Builders may request concrete inspections at their discretion. At the present time, Third Party Inspectors have not been approved for any rough or final inspections.
- B. The builder/developer will contact you directly to request an inspection within unincorporated Walton County.
- C. Before conducting the footing/foundation inspection, you **MUST CONTACT** the Walton County Planning and Development office at **770-267-1485 option 0** between **8:00 a.m.** and **3:00 p.m.** to determine the following:

You Shall NOT make an inspection on a project when one or more of the following conditions exist:

- 1. If a building permit has NOT been issued or posted at jobsite;
- 2. Erosion control measures are not in place;
- 3. Has a “Hold” on it from any governmental agency;
- 4. Has been issued a “Hold all inspections” by a Walton County Inspector; and
- 5. Has not passed all other prior required inspections.

- D. Once you have determined there are no "HOLDS" or "RED TAGS" on the project you may visit the site to perform the inspection. You must verify the following at the job site before conducting the inspection:

- 1. The building permit card is posted;
- 2. Erosion control measures are in place per the Soil Erosion and Sediment Control Ordinance. Including, but not limited to, minimum exit pad, properly installed silt fence
- 3. Building Set backs and stream buffer requirements are in compliance with the County Ordinances and State Law requirements.

- E. **After the inspection has been completed, you shall:**
  - 1. On the day of inspection, immediately sign and date the building permit card in the appropriate block to indicate approval or denial
  - 2. Sign the **SETBACK SECTION** of the permit card. **You are required to verify that all Building SETBACKS have been met.**



- 3. If you find discrepancies, you are to convey your findings to the builder and Walton County in writing using the inspection form provided. Documentation and photograph of discrepancies must accompany inspection report. Once discrepancies have been corrected, documentation and photographs are required.
- 4. Complete the attached "Inspection Report" form and submit to Walton County within **(2) two business days** from the time the inspection is performed indicating whether the inspection passed or failed. To avoid unnecessary delays for the builder, it is crucial these reports be received promptly. These reports may be hand delivered to Walton County Planning and Development or mailed to 303 S Hammond Drive Suite 98, Monroe GA 30655 or email to [inspections@co.walton.ga.us](mailto:inspections@co.walton.ga.us) or fax to 770-267-1407. All reports shall be signed by the on-site inspector and approving Engineer.

F. **“AFTER THE FACT” INSPECTION REQUIREMENTS**

When a builder starts construction prior to inspection, the Third Party Engineer Inspector or employee of such shall not inspect or approve the work until the following conditions exist. A written request, **USE AFTER THE FACT FORM ATTACHED**, submitted to Walton County Planning and Development stating that said contractor has requested that your firm conduct an “**After the Fact**” inspection. Walton County will respond within two (2) business days to the request. After approval by Walton County to conduct the “**After the Fact**” inspection the Engineer/Inspector shall follow the normal guidelines set forth for inspections. If the request is denied, the General Contractor and Walton County shall be notified of discrepancies in writing.

- G. If procedural or technical problems exist at any time, please contact the appropriate inspection personnel at (770) 267-1485 option **0** between the hours of **8:00 a.m.** and **3:00 p.m.** Monday through Friday.

ALL REQUIREMENTS AND PROCEDURES FOR THIRD PARY PLANS REVIEWERS CAN BE FOUND IN THE CODE OF ORDINANCES OF WALTON COUNTY, GEORGIA -REQUIREMENTS FOR PREQUALIFICATION OF PRIVATE PERMITTING REVIEW AND INSPECTION

<b>Walton County Fee Schedule</b>			
<b>Minimum fee of \$50.00 will apply to all permits</b>			
<b><u>PROPOSED 2021</u></b>			
<b>Building Permit Fees</b>			
	Permit Fee		Estimated Value
Evaluation Permit	\$50.00		
Re-Roof	\$50.00		
<b>PRES-RESIDENTIAL</b> SBCCI Group Residential: Single Family/Multi Family Condos, townhouses and additions to living area (sunroom)	\$0.25		\$50 psf heated
<b>PENGCP</b> Attached enclosed garage, carport or enclosed porch	\$0.10		\$40 psf heated
<b>POP</b> Open porch w/roof/floor	\$0.10		\$6 psf
<b>POD</b> Open Deck	\$0.10		\$5 psf
<b>PREM</b> Remodel, salvage/moved	\$0.20		\$45 psf heated
<b>PMH</b> Manufactured Home	\$0.15		\$50 psf heated
<b>PRMH</b> Roof addition to manufactured home	\$0.10		\$6 psf
<b>PACS</b> Accessory buildings 500 square feet or smaller	\$50.00 flat fee		No Inspections Required
<b>PACL</b> Accessory buildings larger than 500 square feet	\$0.10		\$5 psf
<b>PDEMO</b>	\$50.00		
<b>PCOMM</b> Commercial ICC Group Assembly, Business, Educational, Factory, Industrial, Hazardous, Institutional, Mercantile, Storage	.003 = \$3.00 per \$1000 of Value		ICC Building Valuation Data as amended
<b>PPOOL</b> Swimming Pool	\$100.00		
<b>PREPERM</b> Repermit (expired permit)	\$100.00		
<b>PELEC</b> Electrical Permit	\$50.00		

<b>PPLUM</b> Plumbing Permit		\$50.00	
<b>PMEC</b> Mechanical Permit		\$50.00	
<b>PGAS</b> Permit	Gas	\$50.00	
<b>PTEMP</b> Temporary Structures such as tents, exhibits, sheds or reviewing stands, the fee shall be \$25 for a 30 day permit: a one time renewal permit can be purchased at \$25		\$25.00	<u>\$50.00</u>
<b>ZBV2</b> <b>Building Review Fee</b>			
Building Valuation \$250,000	\$0	\$250.00	
Building Valuation \$250,001 - \$500,000		\$1.25 per \$1000	
Building Valuation \$500,001 - \$5,000,000		\$.80 per \$1000	
Building Valuation \$5,000,001 - and more		\$.055 per \$1000	
Fire Inspection		\$100.00	
Fire CO		\$100.00	
<b>PREI</b> Reinspection Fee		\$25.00 each	
<b>PREI3</b> and subsequent reinspection fee	3rd	\$50.00	
<b>POCC</b> Occupancy Change		\$50.00	<u>\$50.00</u>
<b>PSIGN2</b> signs	All	Minimum \$50 or \$1.00 per sq ft over 50 ft.	
<b>PSPADP</b> Special Administrative Permit		\$100.00	<u>\$150.00</u>
<b>PDRW</b> Driveway Permit		\$50.00	<u>\$75.00</u>
<b>PFIRE</b> assesment permit	Fire	No charge	<u>\$100.00</u>
<b>Zoning Fees</b>			
<b>ZVARI</b> Administrative Variance		\$100.00	<u>\$150.00</u>
<b>ZVARB</b> Board of Appeals Variance		\$150.00	<u>\$200.00</u>
<b>ZRZRES</b>			
Residential Rezone 0-5 acres		\$250.00	<u>\$300.00</u>



Residential Rezone 5-10 acres	\$250.00	<u>\$300.00</u>	
Residential Rezone 10-20 acres	\$300.00	<u>\$350.00</u>	
Residential Rezone 20-50 acres	\$400.00	<u>\$450.00</u>	
Residential Rezone 50-100	\$500.00	<u>\$550.00</u>	
Residential Rezone 100+ acres	\$600.00	<u>\$650.00</u>	
<b>ZRZMF</b>			
Rezone Multi Family 10-20 acres	\$450.00	<u>\$500.00</u>	
Rezone Multi Family 20-50 acres	\$550.00	<u>\$600.00</u>	
Rezone Multi Family 50-100 acres	\$650.00	<u>\$700.00</u>	
Rezone Multi Family      100+ acres	\$750.00	<u>\$800.00</u>	
<b>ZRZCOM</b>			
Rezone Commercial 0-5 acres	\$400.00	<u>\$450.00</u>	
Rezone Commercial 5-10 acres	\$500.00	<u>\$550.00</u>	
Rezone Commercial	\$600.00	<u>\$650.00</u>	
Rezone Commercial      20- 50 acres	\$700.00	<u>\$750.00</u>	
Rezone Commercial      50- 100 acres	\$800.00	<u>\$850.00</u>	
Rezone Commercial 100+ acres	\$900.00	<u>\$950.00</u>	
<b>ZCON</b>			
Conditional Use-Residential or Multi Family	\$250.00	<u>\$300.00</u>	
<b>ZCONCOM</b>			
Conditional Use Commercial	\$300.00	<u>\$350.00</u>	
<b>ZLU</b>			
Use Revision      Land	\$200.00	<u>\$250.00</u>	
<b>ZRZALT</b>			
Alteration of zoning conditions	\$200.00	<u>\$250.00</u>	
<b>ZLETT</b>			
Zoning Certification Letter	\$25.00		
<b>ZAPP</b>			
Appeal (Bd of Appeals)	\$150.00	<u>\$200.00</u>	
<b>ZMAP</b>			
Zoning Maps	\$100.00		
<b>Development Permit Fees</b>			

<b>ZLD</b> Land Disturbance	\$100.00		
<b>ZSUB</b> Subdivision Development	\$90.00 per lot		
<b>ZPLR</b> Site Plan Review	\$700.00		
<b>ZPLA</b> Plat Review (minor developments)	\$45.00	<b>Over 3 lots \$90 per lot</b>	
<b>Miscellaneous Fees</b>			
<b>MCARD</b> Re- issue permit card	\$3.00	<b><u>\$5.00</u></b>	
<b>MCOPY</b> Copy	\$.25 per copy		
<b>MBOOK</b> Ordinance Book	\$40.00		
<b>MDISK</b> Ordinance on Disk	\$20.00		
<b>MRETCHK</b> Returned Check Fee	\$25.00 or 5%		
<b>Occupational Tax Certificate</b>			
Administrative Fee	\$75.00		
\$. Per full time employee	\$10.00		
\$. Per part time employee	\$5.00		
<b>Alcohol Beverage License</b>			
Administrative Fee	\$200.00	<b><u>\$250.00</u></b> (\$50 fingerprint fee)	
Beer only	\$500.00		
Wine only	\$500.00		
Beer and Wine	\$1,000.00		
Temp Event \$25 per day	\$25.00		
Supplemental License	per use		



July 6, 2021

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, July 6, 2021 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren (via telephone), Mark Banks, Timmy Shelnett (via telephone), Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, HR Director Melissia Rusk and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

**PRESENTATIONS**

Stacy Brown gave a presentation on the Azalea Regional Library System. Ray Martinez announced candidacy for House District 114.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:05 p.m. and led the Pledge of Allegiance. Commissioner Dixon gave the invocation.

**ADOPTION OF AGENDA**

*Motion: Commissioner Banks made a motion to adopt the agenda. Commissioner Adams seconded the motion and all voted in favor.*

**PLANNING COMMISSION RECOMMENDATIONS**

Denial of Z21040002– Rezone 10.467 acres from A1 to B2 for small concert hall/outdoor event center/Applicant: Angela McDowell/Owner: Superior Teleservice Group - 376 Highway 11- Map/Parcel C1400021 – District 4 (originally brought before the Board on 6/1/2021)

Chairman Thompson opened the public hearing on the matter. Applicant Angela McDowell spoke in favor of the rezone. She addressed neighborhood concerns over traffic and noise. She further stated she would lower outdoor productions from 20 to 10 per year. Larry Carnes and Tommy Knight 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 and deny the rezone. Commissioner Banks seconded the motion; voted and carried unanimously.*

Approval of CU21040008 - Conditional Use for Guest House on 1.00 acre - Applicant: Donna W Flaugher/Owners: John & Donna Flaugher - 5415 McCullers Lane-Map/Parcel N028A006 – District 2



Chairman Thompson opened the public hearing on the matter. Applicant John Floucher spoke in favor of the conditional use. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Banks made a motion, seconded by Commissioner Bradford to approve the conditional use per the Planning Commission recommendation. All voted in favor.*

Approval of CU21040012 - Conditional Use for taxidermy business as a home based business - Applicant Chad Foster/Owners: Chad & Angela Foster -1953 Piney Grove Rd-Map/Parcel C0600013E00 - District 1

Chairman Thompson opened the public hearing on the matter. Applicant Chad Foster spoke in favor of the conditional use for taxidermy in his home. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Warren made a motion to approve the conditional use. Commissioner Banks seconded the motion and all voted in favor.*

Approval of CU21050002 - Conditional Use for Guest House on 2.45 acres - Applicants/Owners: Jason & Christine Rivera - 3705 McCullers Rd-Map/Parcel C0100015C00 – District 2

Chairman Thompson opened the public hearing on the matter. Applicant Christine Rivera spoke in favor of the conditional use. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Banks made a motion to accept the Planning Commission recommendation and approve the conditional use. Commissioner Adams seconded the motion; voted and carried unanimously.*

Approval with Conditions Z21050001 - Rezone 1.29 acres from R1 to B3 to be combined with the existing use of adjacent property - Applicant: Stacey Britt/Owner: ML Hauling & Recovery LLC - 2710 Lowry Rd-Map/Parcel C0610163L00 - District 1

Chairman Thompson opened the public hearing on the matter. Applicant Stacey Britt spoke in favor of the rezone and asked that he be allowed discretion on placement of the fence line due to the natural buffer of trees. There was no opposition present.

**Motion:** *Commissioner Warren made a motion, seconded by Commissioner Banks to approve the rezone allowing discretion on the placement of the fence. All voted in favor.*

Approval of Z21050004 - Rezone 7.90 acres from A1 to B2 for mini storage units and reduce buffer - Applicant: Scott Stiffler/Owner: Alan Bentley - 5645 Hwy 20-Map/Parcel C0070006 – District 2

Chairman Thompson opened the public hearing on the matter. Applicant Scott Stiffler spoke in favor of the rezone and the request to reduce the buffer from 50 ft. to 25 ft. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Banks made a motion to approve the rezone and reduce the buffer. Commissioner Warren seconded the motion and all voted in favor.*

Approval of CU21050003 for Summer Day Camp on 4.13 & 2.43 acres - Applicants/Owners: Kevin & Shelley Shelnutt - 5889 Center Hill Church Rd-Map/Parcel C0110108 & 336 Brook Hollow Lane-Map/Parcel N011F018 - District 2

Chairman Thompson opened the public hearing on the matter. There was no one present to speak in favor nor opposition. Chairman Thompson closed the public hearing on the matter.

**Motion:** *Commissioner Banks made a motion, seconded by Commissioner Bradford to table the matter until the August 3, 2021 meeting. All voted in favor.*

Amendment - OA21040011 Walton County Land Development Ordinance

**Motion:** *Commissioner Adams made a motion to approve the Ordinance changes per the Planning Commission recommendation. After some discussion concerning Errata #4, Commissioner Adams amended his motion to approve with the exception of Errata #4 and to table that portion until the next meeting for further discussion. Commissioner Dixon seconded the amended motion and all voted in favor.*

**PLANNING & DEVELOPMENT**

Update to Comprehensive Plan for Walton County and Cities

Planning Director Charna Parker held a required public hearing for the development of the Update to the Comprehensive Plan for Walton County, Between, Good Hope, Jersey, Loganville, Monroe, Social Circle and Walnut Grove. The purpose of the hearing was to brief the community on the planning process and opportunities for public participation. No one spoke during the public hearing.

**ORDINANCE**

Proposed Noise Ordinance

Commissioner Banks discussed changing the morning hour from 7:00 a.m. to 6:00 a.m. for powered equipment due to golf courses and seasonal heat issues.

**Motion:** *Commissioner Bradford made a motion to approve the noise ordinance changing the proposed hour of 7:00 a.m. to 6:00 a.m. Commissioner Banks seconded the motion; voted and carried unanimously.*

**ADMINISTRATIVE CONSENT AGENDA**

1. Approval of June 1, 2021 Meeting Minutes
2. Contracts & Budgeted Purchases of \$5000 or Greater
3. Declaration of Surplus Property
4. PI 0017112 GDOT - Agreement - Resolution - Water Facilities Jack's Creek Road
5. Contract - Alcovy Leadership & Character Development Program - Juvenile Ct.
6. Walton Co. Water - Charge Offs 2020-2021
7. Contract - Carter Watkins Associates - Annex 1 Renovations
8. Mauldin & Jenkins - Operational Assessment Addendum
9. Temporary Construction Easement - Town of Between - Pickleball Courts
10. Ratification of actions taken by WCWSA on 5/11/2021
11. Approval of Film Permit Application and Fee Schedule

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

## **RESOLUTIONS**

### Resolution - Project Length Budget - Annex 1 Renovation and FY22 Budget Amendment

***Motion:** Commissioner Dixon made a motion to adopt the Project Length Budget and Resolution for the Annex I Renovation. Commissioner Adams seconded the motion; voted and carried unanimously.*

### FY22 Budget Amendment

***Motion:** Commissioner Bradford made a motion to adopt the FY22 Budget Amendment necessary for salary adjustments. Commissioner Adams seconded the motion. All voted in favor.*

### Resolution - American Rescue Plan

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

## **HUMAN RESOURCES**

### Amendment and Resolution - Section 300 - Holiday Hours of Work - Walton County Civil Service Personnel Rules and Regulations

***Motion:** Commissioner Bradford made a motion, seconded by Commissioner Shelnut, to adopt the Amendment and Resolution. All voted in favor.*

## **CONTRACTS**

### Land Purchase and Donation Agreement - East Church Street Investment Property, LLC

**Motion:** Commissioner Warren made a motion to approve the Land Purchase and Donation Agreement for the Walton County Public Safety Complex in the amount of \$500,000 with East Church Street Investment Property, LLC. Commissioner Banks seconded the motion; voted and carried unanimously.

#### IGA - Walnut Grove Sewerage Billing

**Motion:** Commissioner Shelnett made a motion to approve the IGA to allow Walton County Water Department to collect sewerage service fees within the Walnut Grove service area for the City of Walnut Grove. Commissioner Bradford seconded the motion. All voted in favor.

### **ACCEPTANCE OF BIDS/PROPOSALS**

#### Acceptance of Engineering Proposals - Center Hill Church Road Water Transmission Main, North Loop Transmission Main Phase 1

**Motion:** Commissioner Adams made a motion to accept the proposal from Precision Planning, Inc. in the amount of \$267,170 for the two projects. Commissioner Dixon seconded the motion; voted and carried unanimously.

#### Acceptance of Engineering Proposal - Walton Grove Athletic Complex

**Motion:** Commissioner Shelnett made a motion to accept the proposal from Precision Planning, Inc. in the amount of \$134,840.00. Commissioner Banks seconded the motion. All voted in favor.

#### Acceptance of Engineering Proposal - Youth-Monroe Road @ Broadnax Mill Road Roundabout

**Motion:** Commissioner Warren made a motion, seconded by Commissioner Shelnett to accept the proposal from Precision Planning, Inc. in the amount of \$126,930.00; voted and carried unanimously.

### **APPOINTMENTS**

#### Appointment - Advantage Behavioral Health Systems

**Motion:** Commissioner Adams made a motion to appoint Penny Shirley to the Advantage Behavioral Health Systems Board of Directors. Commissioner Banks seconded the motion. All voted in favor.

### **DISCUSSION**

Chairman Thompson discussed making application to the Federal Government for \$364 million in infrastructure projects. These would include a water treatment plant, jail/administration facility, roads for public works, water lines and system wide water improvements. He has hired a consultant from Atlanta to help with the application process but would like to be able to



continue to hire needed professionals to help in the process without having to call the Board each time.

***Motion:** Commissioner Bradford made a motion, seconded by Commissioner Dixon, to give the Chairman the authority to spend up to \$50,000 to hire professionals needed for the application process. All voted in favor.*

**EXECUTIVE SESSION**

***Motion:** At 7:20 p.m., Commissioner Adams made a motion, seconded by Commissioner Dixon to enter into executive session to discuss a real estate matter. Commissioners Warren, Banks, Shelnut, Bradford, Adams and Dixon voted in favor.*

***Motion:** At 7:28 p.m. Commissioner Adams made a motion, seconded by Commissioner Adams to return to regular session. Commissioners Banks, Bradford, Adams and Dixon voted in favor. Commissioners Shelnut and Warren ended their telephone conference.*

There was no public action to report.

**ADJOURNMENT**

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Dixon, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:29 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

August 3, 2021

Department	Fund	Description	Payee	Amount
<b>Various</b>				
	Various	Replenish Funds In Worker's Comp Trust - For the Record	Walton Co. Workers Comp Trust Fund	\$9,145.00
	100	Postage Ascom #44005 - For the Record	Postmaster	\$25,000.00
	250	Part of Salary on DA's Grant -Jan 2021-March 2021-For the Record	Newton County Board of Commissioners	\$7,869.88
<b>Debt Service</b>				
	8000 400	E-911 Cap Lease - Loan# 991000339600002-For the Record	BB&T Governmental Finance	\$633,075.00
<b>Finance Administration</b>				
	1510 100	Digital Budget Book Renewal - 7/1/21-6/30/22	Clear Gov Inc	\$9,500.00
<b>Data Processing/MIS</b>				
	1535 100	Maintenance	Service Express	\$6,547.90
<b>Tax Commissioner</b>				
	1545 100	2021 Prop Tax CONV.	Governmental Systems, Inc	\$11,336.50
<b>Tax Assessors</b>				
	1552 100	Annual Web Hosting qPublic.net	Schneider Geospatial, LLC	\$10,620.00
<b>General Gov Buildings</b>				
	1565 100	AG Center-Arena Concrete	Atlanta's Best Concrete, Inc	\$48,541.50
<b>Clerk of Superior Court</b>				
	2180 100	Jury Fees	Cler, Walton Superior Court	\$25,000.00
<b>Juvenile Court</b>				
	2600 100	Indigent Defense	Indigent Defense	\$13,476.75
<b>Sheriff</b>				
	3300 100	9MM Guns (210) and Ammo	Precision Delta Corporation	\$30,085.95
	100	Bullet Proof Vests	Public Safety Uniform	\$7,350.00
<b>Jail</b>				
	3325 100	Inmate Medical - September 2021	Correct Health	\$101,175.81
	100	Inmate Medical - August 2021	Correct Health	\$101,175.81
	100	Annual Read Only/Print Live Scan - Connection Support	Eagle Advantage Solutions	\$5,546.25
	100	Inmate Meals - June 2021	Kimble's Food By Design, Inc.	\$51,369.36
	100	Inmate Meals - June 2021	Kimble's Food By Design, Inc.	\$5,903.54
	100	Monitoring and Activation Fees	Joe Ray Bonding	\$5,194.50
	100	Housed Out Inmates - May and June 2021	Oglethorpe County BOC	\$11,375.00
	100	Repair Chiller	Trane	\$10,050.78
	100	Inmate Meals - July 2021	Kimble's Food by Design, Inc	\$5,903.54
<b>Fire Fighting</b>				
	3520.27 270	Lump Sum Cancer Benefit & Long Term Disability 7/1/21-12/31/21	ACCG-IRMA-BB&T Trust Dept	\$9,238.54
<b>EMS</b>				
	3610 531	Ambulance Box Mounted on Chassis (2)	ETR	\$222,822.00
	531	2022 Dodge Chassis (2)	Ginn Motor Co.	\$96,000.00
	531	Ambulance Billing - June 2021	Emergency Billing, LLC	\$19,828.46

	531		Performance Load for Med Box (2)	Stryker Medical	\$10,605.02
<b>Emergency Management</b>					
	3920	100	Mass Notification Fee	Civic Plus	\$20,509.36
<b>Public Works</b>					
	4220	100	Stock-Washed 57's	Hanson Aggregates	\$10,250.00
		100	Stock-Gab Crusher Run- Driveways & Mailboxes	Hanson Aggregates	\$28,500.00
		100	Stock - Surge Stone Rip Rap	Hanson Aggregates	\$10,875.00
		100	Misc Concrete Demo/Repair for various Driveways & Sidewalks	MD Residential, LLC	\$20,711.00
		100	Asphalt Patching-Variou County Roads	Pittman Construction Co.	\$26,250.00
		100	Polymer Pipe and Band (1)		
		100	Tires (60)	Bestdrive, LLC	\$6,972.60
		100	Asphalt Patching-Variou County Roads	E.R. Snell Contractor, Inc	\$84,700.00
<b>Unpaved Streets</b>					
	4222	100	Hanson Gab Crusher Run - Various County Roads	Hanson Aggregates	\$28,500.00
		100	Liquid Calcium Chloride - Dust Controlfor Various County Roads	Southeastern Road Treatment	\$50,000.00
<b>Hard Labor Creek</b>					
	4405	508	Professional Services through June 30, 2021 - For the Record	Precision Planning	\$5,350.22
		508	Operation & Maintenance - For the Record	Precision Planning	\$898.83
		508	Operation & Maintenance - For the Record	Precision Planning	\$3,867.50
		508	Professional Services - Apalachee River Intake 07/01/2020-06/30/2021- For the Record	CH2M Hill, Inc	\$4,887.30
		508	Professional Services through May 31, 2021 - For the Record	Atkinson Ferguson, LLC	\$532.50
		508	Professional Services through June 30, 2021 - For the Record	Atkinson Ferguson, LLC	\$2,388.00
<b>Water Operations Admin</b>					
	4415	507	Annual Service and Support	Black Mountain Software	\$16,533.00
<b>Water</b>					
	4446	507	Ultrasonic Meter (72) , Water Meter with E-Coder (6) and Dual Check Valve (72)	Delta Municipal Supply	\$21,990.00
		507	Water & Sewer - Monroe - June 2021	City of Monroe	\$85,317.36
		507	Water & Sewer - Newton - June 2021	Cornish Creek Water Fund	\$245,102.00
		507	Hydrant Repairs	Georgia Hydrant	\$15,000.00
		507	Blanket for Meters - Scheduled Replacement Program	Delta Municipal Supply	\$25,000.00
		507	Water used from Oconee County - June 2021	Oconee County Water Resources	\$13,008.75
		507	Outsourcing and Postage - June 2021	Arista Information Systems, Inc	\$8,478.00
		507	Tank & Well	Utility Service Co, Inc	\$10,303.23
		507	Drinking Water Fee	Drinking Water Fees	\$9,200.00
<b>Solid Waste</b>					
	4530	540	Leaf Green Poly Trash Bags	All American Poly	\$8,130.00
		540	Tipping Fees - June 2021	City of Monroe Public Works	\$20,359.91
<b>Fleet Maintenance</b>					
	4910	100	Polartek Dual A/C Machine	Snap-On Tool	\$19,600.00
<b>Recreation Programs</b>					
	6130	100	Football Helmets - All Parks (125)	Xenith, LLC	\$16,125.00
<b>Judicial BLDG SPLOST 2019</b>					
	1565.19	323	Remodel - Roof Replacement	Dusty Greer Roofing, Inc	\$37,669.50
<b>RDS &amp; Bridges-Splost 2019</b>					
	4220.19	323	Providence Club - phase 2 Resurfacing	E.R. Snell Contracting	\$62,940.00

323	Asphalt Patching - Various County Roads	Allied Paving Contractors, Inc	\$399,750.00
323	Asphalt	E.R. Snell Contracting	\$154,155.00
323	Asphalt	E.R. Snell Contracting	\$68,260.00
323	Asphalt	E.R. Snell Contracting	\$57,363.60
323	Asphalt	E.R. Snell Contracting	\$29,646.00
323	Asphalt	Garrett Paving	\$5,265.00
323	Tack	Garrett Paving	\$5,378.75
		<b>Total</b>	<b>\$3,133,504.50</b>

Item 6.2.





# Holland & Knight

800 17th Street N.W., Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Rich Gold  
+1 202-457-7143  
[rich.gold@hklaw.com](mailto:rich.gold@hklaw.com)

Marci Rubensohn  
+1 404-817-8552  
[marci.rubensohn@hklaw.com](mailto:marci.rubensohn@hklaw.com)

July 12, 2021

Via E-Mail [[davidg.thompson@co.walton.ga.us](mailto:davidg.thompson@co.walton.ga.us)]

David Thompson  
Chairman  
Walton County Commission  
111 South Broad Street  
Monroe, GA 30655

Re: Federal and State Lobbying Engagement Letter

Dear Chairman Thompson:

Thank you for engaging Holland & Knight LLP (“H&K”) to provide Walton County, Georgia with lobbying services relating to federal and state appropriations and grant funding.

The purpose of this letter is to confirm our engagement and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's terms of engagement. Please review these and let me know if you have any questions concerning our policies.

The period of this engagement will be July 15, 2021 through July 15, 2022. Our fee for this matter will be a flat rate of \$17,500 per month. This amount is inclusive of routine expenses, such as overnight mail, messenger, photocopying and the like. Any costs for travel requested by Walton County, Georgia will be billed in addition to the monthly retainer. Either party has the right to terminate this engagement with 30 days written notice to the other party. In the event of termination, H&K’s fees will be prorated for the month then ended.

Please be aware that the services for which you have engaged H&K are "law-related services" and *not* "legal services." H&K will not be acting as your lawyers in this matter, but rather in a lobbying capacity including the use of nonlawyer personnel. As such, the protections which accompany an attorney-client relationship do not apply. For example, while the firm will keep your information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, the firm's lawyers who are not involved in this retention would

David Thompson  
Walton County, Georgia  
July 12, 2021  
Page 2

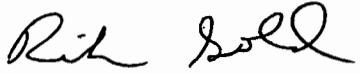
not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to you. The firm will establish the appropriate administrative barriers to protect the confidential matters communicated to the firm with respect to this retention from being disclosed to any adverse clients in unrelated legal matters. While conflict of interest rules applicable to lawyers would not apply, we, of course, would not undertake lobbying services for another client adverse to the matter on which you have engaged our services.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

We look forward to working with you.

Sincerely yours,

HOLLAND & KNIGHT LLP



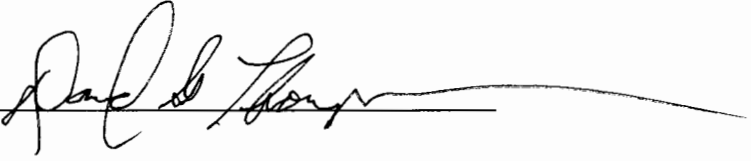
Rich Gold



Marci Rubensohn

Approved this 13 day of July, 2021

WALTON COUNTY, GEORGIA

By: 

David Thompson  
Walton County, Georgia  
July 12, 2021  
Page 3

## TERMS OF ENGAGEMENT

We appreciate your decision to engage Holland & Knight LLP (“H&K”), a national law firm, for the consulting services described in the accompanying letter. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our engagement as described in the letter must be approved in writing.

We will provide consulting services only. You have acknowledged in the accompanying letter that you do not expect to receive, and we will not provide any legal services as part of this engagement. Consequently, no attorney-client relationship will result from this engagement and you will not become entitled to any of the benefits of an attorney-client relationship, such as an attorney’s ethical duty of confidentiality or the attorney-client privilege against compelled disclosure.

You will provide us with the factual information and materials we require to perform the services identified in the letter, and you (solely or together with other advisers) will make such business, legal or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, legal or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

*Fees and Billing.* We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.



David Thompson  
Walton County, Georgia  
July 12, 2021  
Page 4

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we previously have developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable companies for similar consulting services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed engagement. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the engagement, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the consultant or consultants who perform the services. To facilitate this determination, we internally assign to each consultant an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering consulting services, other economic factors, and the augmentation of a particular consultant's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual consultant's activities on a matter in a single day is three-tenths of an hour.

*Out-of-Pocket Expenses.* In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the company may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include such items as travel and expedited delivery charges. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

*Billing.* We bill periodically through-out the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which consulting services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply

David Thompson  
Walton County, Georgia  
July 12, 2021  
Page 5

to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

*Questions About Our Bills.* We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

*Confidentiality.* Although not mandated by attorney professional conduct regulations (given that our relationship is not of attorney and client), this is to confirm to you that H&K and its principals and employees agree to maintain in strict confidence all information and materials furnished to us in confidence by you and your representatives and to make disclosure thereof only in accordance with your directions or consent or pursuant to law, judicial order or decree.

*Termination.* Upon completion of the matter to which this engagement applies, or upon earlier termination of our relationship, our consulting relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The engagement is terminable at will by either of us. The termination of the engagement will not terminate your obligation to pay fees and expenses incurred prior to the termination.

\* \* \* \* \*

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

## Walton County Department Agenda Request

---

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

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **8/3/21**

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

If so, When? **2020**

TOPIC: **Contract renewal with Correct Health Inmate Medical**

Wording For Agenda: **Contract renewal with Correct Health**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of contract renewal**

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:

---

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



3384 Peachtree Road, NE, Suite 700 • Atlanta, GA • 30326

Phone 770-692-4750 • Fax 770 692 4754 • [www.CorrectHealth.org](http://www.CorrectHealth.org)

Stacy M. Scott, Esq.  
Chief Legal Officer • CorrectHealth Companies  
Direct Dial: 770.692.4758 • Legal Fax: 770.692.9379  
[stacy.scott@correcthealth.org](mailto:stacy.scott@correcthealth.org)

July 13, 2021

VIA EMAIL

Tammy Kirk, Finance Officer  
Walton County Sheriff's Office  
1425 Madison Avenue  
Monroe, GA 30655  
Email: [tkirk@co.walton.ga.us](mailto:tkirk@co.walton.ga.us)

RE: Health Services Agreement - Renewal (07/01/21 - 06/30/22)

Dear Tammy,

Thank you for the opportunity to continue to serve the Walton County Jail. As you may know, our Health Services Agreement is due for renewal on July 1, 2021. In order to effectuate our Renewal, I have attached an Amendment, which will renew our contract from July 1, 2021 through June 30, 2022.

Effective July 1, 2021, our fees will remain flat, as follows:

		\$1,214,109.70	\$101,175.81
			\$2.89

If the Amendment meets with your approval, please have it executed and return an electronic copy for my files (via email).

Again, it continues to be our pleasure to serve you and the Walton County Jail. Thank you for your continued confidence in the work we do.

Sincerely,

DocuSigned by:

Stacy M. Scott, Esq.  
Chief Legal Officer  
CorrectHealth Walton, LLC



AMENDMENT  
HEALTH SERVICES AGREEMENT

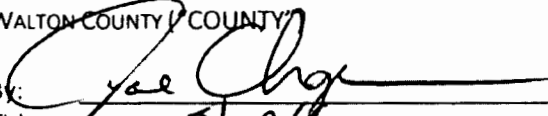
The HEALTH SERVICES AGREEMENT between Walton County, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY") and CorrectHealth Walton, LLC (hereinafter referred to as "COMPANY") f/k/a Georgia Correctional Health, LLC, originally entered into on July 1, 2004, as subsequently amended, is hereby amended effective July 1, 2021. The compensation paid and other terms of the contract are modified as referenced herein. All other contract provisions, as set forth in the Original Health Services Agreement and prior Amendments, will remain the same.

ARTICLE VII: TERM AND TERMINATION OF AGREEMENT

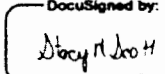
7.1 Contract Term. This Agreement will be effective as of **July 1, 2021 through June 30, 2022** for a term of one (1) year. This Agreement is renewable under like terms subject to negotiation of service component and compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

WALTON COUNTY / COUNTY

By:   
Title: Sheriff  
Print Name: Joe Chapman  
Date: 7/20/21

CORRECTHEALTH WALTON, LLC ("COMPANY")

DocuSigned by:  
  
By: AD27A71D1EBA44B  
Title: Chief Legal Officer  
Print Name: Stacy M. Scott  
Date: 7/13/2021

**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 3rd day of August 2021 (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"): Youth Middle School, Carver Middle School, Loganville Middle School and Walnut Grove High School. The WCSO shall also assign (4) full-time Deputy Sheriffs to serve as a School Resource Officer ("SRO") for the following elementary schools: Atha Road Elementary School, Harmony Elementary School, Loganville Elementary School, Monroe Elementary School, Sharon Elementary School, Walnut Grove Elementary School, Walker Park Elementary School and Youth Elementary 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 WCSD 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 WCSD.

3.4 Employment Status. Program Officers shall be and remain employees of the WCSO and shall not be WCSD 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 WCSD 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 **\$ 440,000.00** 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 WCSO 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.

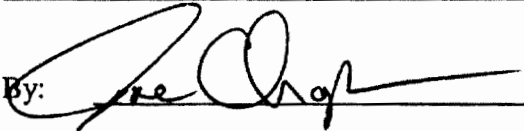
**Section 10. Modifications.** Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in writing and signed by both parties.

**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:  (Seal)

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

**WALTON COUNTY SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[BOE SEAL]



**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.

;

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2021, by and between the Walton County Board of Commissioners, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

**WITNESSETH**, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR or its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

**Section I**

Condrey and Associates will:

- a. Carry on the cooperative service onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

**Section II**

COOPERATOR will pay Condrey and Associates a fixed fee of \$37,500 upon receipt of invoices. This amount will be paid in two (2) equal installments, within twenty (20) days of receipt of billing. The invoices should be directed to Ms. Melissia Rusk, Human Resources Director, Walton County Board of Commissioners, 303 S. Hammond Drive, Suite 331, Monroe, GA 30655; telephone number (770) 267-1329. The billings shall occur on August 10, 2021 and September 15 , 2021.

**Section III**

The term of this agreement shall be from August 1, 2021 through September 30, 2021. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

**Section IV**

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by both parties.

**Section V**

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

**IN WITNESS WHEREOF**, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

FOR THE WALTON COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Stephen E. Condrey  
President

\_\_\_\_\_

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

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

\_\_\_\_\_  
Jan H. Hansford  
Vice President

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

Corporate Seal



**APPENDIX A**

**Contract for Technical Assistance to Walton County: Proposal for Reviewing and Updating the County’s Compensation and Classification System**

The administration of Walton County has determined the need for a review and updating of the job classification system and pay plan for its employees covered under its personnel system.

**Objectives**

Condrey and Associates proposes the following schedule of activities to accomplish three objectives:

- 1. Review and revise the current personnel classification system and pay plan for all employees covered under this agreement;
- 2. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and
- 3. Train designated personnel in each step of classification and pay plan development to help insure the implementation and maintenance of the system.

**Phase I – Developing a Work Plan and Schedule of Activities**

- 1.1 Condrey and Associates, in cooperation with appropriate officials, will generate a work plan of activities and target dates for completion.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification system and pay plan will be made available to Condrey and Associates for review and analysis.

**Phase II – Job Analysis Survey**

- 2.1 Condrey and Associates staff will interview county department heads and elected officials concerning employee duties and responsibilities.
- 2.2 Condrey and Associates will review specifically identified positions and make recommendations for placement on the current plan and assist with a general audit to determine if any other positions warrant review.
- 2.3 Condrey and Associates staff will make recommendations for revision of the position classification system based on 2.1 and 2.2 above.

**Phase III -- Job Evaluation**

- 3.1 Condrey and Associates staff will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.
- 3.2 Condrey and Associates staff and appropriate county officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

**Phase IV -- Developing a Compensation Structure**

Condrey and Associates will:

- 4.1 Condrey and Associates will conduct a salary survey of organizations specifically for this project. The survey will include up to 25 organizations and 45 benchmark positions.
- 4.2 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.
- 4.3 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.4 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

**Phase V – Developing a Pay Plan**

Condrey and Associates will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV).
- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data and the jurisdiction's financial condition and compensation policy.

**Phase VI – Implementing and Administering the Program**

Condrey and Associates will:

- 6.1 Recommend a series of career ladders and lattices as appropriate.

- 6.2 Determine the proper FLSA designation of each position.
- 6.3 Present alternative plans to ameliorate salary compression.
- 6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

### **Cost and Duration**

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of 37,500. Considering the scope of the project, we anticipate a two (2) month work plan beginning August 1, 2021, with final reports submitted on or before September 30, 2021. Follow-up technical assistance will be provided through September 30, 2022 at no additional cost to the County (with the exception of travel-related costs). Formal involvement would terminate September 30, 2021.

Walton County  
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
August 2021	<ul style="list-style-type: none"> <li>o Distribute current job descriptions for department head review</li> <li>o Revised job descriptions returned to Condrey and Associates</li> <li>o Conduct department head interviews</li> <li>o Begin salary survey</li> </ul>
September 2021	<ul style="list-style-type: none"> <li>o Continue salary survey</li> <li>o Develop preliminary cost estimate</li> <li>o Present preliminary classification and pay report</li> <li>o Publish final report</li> </ul>
October 2021 – September 2022	<ul style="list-style-type: none"> <li>o Provide follow-up technical assistance in pay plan implementation.</li> </ul>

Project Directors: Dr. Stephen E. Condrey, President  
 Ms. Jan Hansford, Vice President  
 Condrey and Associates, Inc.  
 PO Box 7907  
 Athens, GA 30604-7907  
 (706) 380-7107 (Phone)  
 (586) 816-4067 (FAX)  
[steve@condrey-consulting.com](mailto:steve@condrey-consulting.com)  
[jan@condrey-consulting.com](mailto:jan@condrey-consulting.com)  
[www.condrey-consulting.com](http://www.condrey-consulting.com)





July 22, 2021

Board of Commissioners  
Walton County, Georgia  
303 South Hammond Drive, Suite 333  
Monroe, Georgia 30655

Attention: Milton Cronheim, Chief Financial Officer

We are pleased to confirm our understanding of the services we are to provide Walton County, Georgia (the County) for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Walton County, Georgia as of and for the year then ended. We will obtain and place reliance on the report of other auditors for the Walton County Health Department, a discretely presented component unit of the County. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the County's Net Pension Liability and Related Ratios.
3. Schedule of County Contributions – Pension Plan.
4. Schedule of Changes in the County's Net OPEB Liability and Related Ratios.
5. Schedule of County Contributions – OPEB Plan.
6. Budgetary comparisons for the General Fund and Major Special Revenue Funds.

Walton County, Georgia - 2021 Engagement Letter

July 22, 2021

Page 2

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, we have no responsibility for determining whether such other information is properly stated, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section
2. Statistical section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states

Walton County, Georgia - 2021 Engagement Letter

July 22, 2021

Page 3

that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the County Commission for Walton County, Georgia. We will make reference to other auditor's report on the Walton County Health Department in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts,

Walton County, Georgia - 2021 Engagement Letter

July 22, 2021

Page 4

books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. You are also responsible for coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component units which may include discussions with component unit management and their auditors.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us



Walton County, Georgia - 2021 Engagement Letter

July 22, 2021

Page 5

any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Walton County, Georgia - 2021 Engagement Letter

July 22, 2021

Page 6

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We plan to obtain and place reliance on the report of other auditors for the Walton County Health Department, a discretely presented component unit of the County, assuming that our communications with the other auditors and review of their audit report and the financial statements of the Walton County Health Department provide sufficient and appropriate audit evidence on which to base our overall opinion on the aggregate discretely presented component units.

Walton County, Georgia - 2021 Engagement Letter

July 22, 2021

Page 7

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Walton County, Georgia's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Walton County's major programs. The purpose of these procedures will be to express an opinion on Walton County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will

Walton County, Georgia - 2021 Engagement Letter

July 22, 2021

Page 8

not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Walton County, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 7, 2021 and to issue our reports no later than December 31, 2021. Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$84,000 for the year ended June 30, 2020. This fee includes \$15,000 for our preparation of the County's draft financial statements. This fee includes the provision for the performance of a Single Audit for one major program. If additional major



Walton County, Georgia - 2021 Engagement Letter

July 22, 2021

Page 9

programs are required, additional fees will apply. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to Walton County, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of Walton County, Georgia.

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

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

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **WALTON COUNTY VETERANS ASSOCIATION, INC.**, a Georgia nonprofit corporation ("Seller") and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser").

**STATEMENT OF PURPOSE**

Seller is the owner of that certain real property located at 204 S. Midland Avenue, Monroe, Georgia 30655, consisting of an approximately 10,890 square foot office building situated on approximately 0.25 acres and having a tax parcel identification number of M0140152, and which is more particularly described below. Purchaser desires to purchase from Seller, and Seller desires to sell and convey to Purchaser such real property and improvements pursuant and subject to the terms and provisions of this Agreement.

**ARTICLE 1.**  
**DEFINITIONS AND MEANINGS**

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

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

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

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

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

"Earnest Money" means \$1,000.00 to be deposited by Purchaser with Escrow Agent as Earnest Money as provided in Section 3.1.

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

"Escrow Agent" shall mean Atkinson Ferguson, LLC, Attn: Chris H. Atkinson, Esq., 118 Court Street, Monroe, Georgia 30655.

"Existing Survey" means that certain ALTA/ACSM Land Title Survey prepared by \_\_\_\_\_, Inc., certified by \_\_\_\_\_, Ga. R.L.S. No. \_\_\_\_\_, dated \_\_\_\_\_.

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

"Improvements" means all improvements located on the Land, including the office building and related amenities and facilities.

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

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

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

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

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

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

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

"Third Party Reports" means any appraisal, any permitted engineering or environmental study, survey and/or title report which Purchaser is entitled to obtain at its

sole cost and expense in accordance of the terms of this Agreement.

"Title Company" shall mean Calloway Title and Escrow, LLC, Attn: S. Marcus Calloway, Esq., 4170 Ashford-Dunwoody Road, Suite 525, Atlanta, Georgia 30319.

"Title Policy" shall mean Seller's Owner's Policy of Title Insurance issued by \_\_\_\_\_ Title Insurance Company under Policy No. \_\_\_\_\_.

**ARTICLE 2.**  
**GENERAL PROVISION**

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

**ARTICLE 3.**  
**EARNEST MONEY**

3.1 Deposit of Earnest Money. Within fifteen (15) days following the Effective Date, Purchaser shall deposit with Escrow Agent the sum of One Thousand and No/100 Dollars (\$1,000.00) by wire transfer of immediately available funds as Earnest Money (the "Earnest Money"). The Earnest Money plus any interest accrued thereon shall together constitute the Earnest Money. The Earnest Money shall be applied to the Purchase Price at Closing. The Earnest Money shall be held and disbursed by the Escrow Agent pursuant to the terms of this Agreement.

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

**ARTICLE 4.**  
**PURCHASE PRICE**

4.1 Amount of Purchase Price. The total purchase price to be paid by Purchaser for the Property is Two Hundred Fifty Two and No/100 Dollars (\$252,000.00) ("Purchase Price").

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



## ARTICLE 5. INSPECTIONS

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

5.2 Confidentiality. The Property Information and all other information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees and agents as confidential, and except as required by law will not be disclosed to anyone other than on a need-to-know basis. The confidentiality provisions of this Section 5.2 shall not apply to any disclosures made by Purchaser as required by law, by court order, or in connection with any subpoena served upon Purchaser. The confidentiality provisions of this Section 5.2 shall survive the Closing or the earlier termination of this Agreement.

5.3 Inspections in General. So long as this Agreement remains in force, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making inspections at Purchaser's sole risk, cost and expense. All of such entries upon the Property shall be at reasonable times during normal business hours and after 24 hours' prior telephone, email or facsimile notice to Seller, and Seller or its agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. Purchaser (i) shall coordinate each such inspection through Seller, and (ii) shall not interfere with Seller's operations. Purchaser shall keep the results of any inspections or tests confidential except for necessary disclosures to Purchaser's lender and its attorneys and to Purchaser's attorneys, affiliates, employees and accountants or as required by law. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser relating to such inspection and its other due diligence shall be at the sole cost and expense of Purchaser. If any inspection or test disturbs the Property, Purchaser will restore the Property to the substantially the same condition as existed before the inspection or test. Purchaser shall defend and indemnify the Seller and hold Seller and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Purchaser's inspection of the Property as allowed herein (expressly excluding any matters which are merely discovered by reason of Purchaser's inspections). The provisions of this Section shall survive the Closing or the earlier termination of this Agreement.

5.4 Termination During Due Diligence Period. If Purchaser determines, prior to expiration of the Due Diligence Period, not to proceed with the purchase of the Property for any reason or no reason in its sole discretion, then Purchaser shall have the right to terminate this Agreement by delivering to Seller written notice of termination before the expiration of the Due Diligence Period, and: (a) the Earnest Money shall be refunded to Purchaser promptly following the delivery of such notice of termination, and (b) subject to

any provisions of this Agreement which expressly survive the termination of this Agreement, all further rights and obligations of the parties under this Agreement shall terminate. If Purchaser fails to provide written notice to the Seller of Purchaser's termination of this Agreement prior to expiration of the Due Diligence Period then, upon expiration of the Due Diligence Period, (i) Purchaser shall be deemed to have waived its rights to terminate this Agreement under the provisions of this Section 5.4, and (ii) the Earnest Money shall be deemed nonrefundable except for Seller default under this Agreement, or as expressly provided in this Agreement.

**ARTICLE 6.**  
**TITLE AND SURVEY**

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

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

6.2 Title Review and Cure.

(a) Purchaser shall order at its own expense, an updated title commitment for an owner's policy of title insurance (the "Commitment") from the Title Company. Purchaser shall furnish (or direct the Title Company to furnish) the Commitment, together with copies of all underlying exception documents, to Seller. Purchaser may obtain, at Purchaser's sole cost and expense, a survey of the Property or an update to the Existing Survey. On or prior to expiration of the Due Diligence Period, (the "Objection Period"), Purchaser or Purchaser's attorneys shall deliver to the Seller and/or Seller's attorneys, written notice of Purchaser's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Commitment which do not constitute Permitted Encumbrances. If Purchaser or Purchaser's attorneys do not deliver any such objection notice within the Objection Period, Purchaser shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or any and all matters that would be disclosed by a survey of the Property (and the same shall not constitute Title Objections and shall be deemed Permitted Encumbrances); provided, however, Purchaser shall have the right to object by delivery of written notice to the Seller and Seller's attorneys, on or prior to the earlier of (i) five (5) days after receipt of notice of a new exception or encumbrance (which is not a Permitted Encumbrance, and which was not revealed by the initial Commitment), and (ii) five (5) days prior to Closing, to any items that become of record after the date of the Commitment and which would not otherwise be a Permitted Encumbrance. Notwithstanding the foregoing, it is acknowledged that Purchaser is hereby deemed to have objected to any monetary liens revealed by the Commitment.

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

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

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

## **ARTICLE 7.** **OPERATIONS AND RISK OF LOSS**

7.1 Ongoing Operations. So long as this Agreement remains in force, Seller shall carry on its business and activities relating to the Property, including management and normal maintenance and repair and capital repairs of the Property, substantially in the same manner as it did before the Effective Date. Seller further agrees to reasonably cooperate with Purchaser after the Closing in transitioning operations at the Property, including as to accounting matters.

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

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

7.4 Termination of Service Contracts. Purchaser shall assume the Service Contracts at Closing. Seller shall pay any transfer or assignment charges due in connection

with Purchaser's assumption of the Service Contracts. In the event a particular Service Contract cannot or will not be assumed by Purchaser, notice of termination for such Service Contract not to be assumed by Purchaser shall be given by Seller not later than the Closing Date and any charges associated with the termination of any such Service Contract due thereunder shall be paid by Seller. Seller shall terminate any management agreement relating to the Property as of the Closing Date at Seller's sole cost and expense.

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

7.6 Fixtures and Equipment. Seller shall not remove or permit the removal from the Property any fixtures, mechanical equipment or any other items included in the Property except when replaced with items of equal or greater quality and except for the use and consumption of inventory, office and other supplies and spare parts, and the replacement of worn out, obsolete or defective, tools, equipment, appliances, in the ordinary course of business.

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

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



**ARTICLE 8.**  
**CLOSING**

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Bill of Sale. A Bill of Sale in the form of Exhibit "8.3(b)" attached hereto (the "Bill of Sale").

(c) Assignment and Assumptions of Service Contracts. An assignment and assumption executed by Seller of the Service Contracts in the form of Exhibit "8.3(c)" attached hereto.

(d) General Assignment. A general assignment in the form of Exhibit "8.3(d)" attached hereto.

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

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

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

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

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

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

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

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

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

8.7 Post-Closing Deliveries. Promptly after the Closing, the Seller shall make available to Purchaser at the Property: originals of all Service Contracts (or copies if no originals are available) and receipts for deposits; all keys, if any, used in the operation of the Property. The provisions of this Section shall survive the Closing.

8.8 Costs. Each party shall pay the following costs:

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

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

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

## **ARTICLE 9.** **PRORATIONS, CONTRACTS, DEPOSITS, AND COMMISSIONS**

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

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

and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the amount of the 2020 tax bill.

(b) Reserved.

(c) Utilities. Utilities, including water, sewer, electric, and gas, based upon the last reading of meters prior to the Closing shall be prorated. Seller shall endeavor to obtain meter readings on the day before the Closing Date, and if such readings are obtained, there shall be no proration of such items. Seller shall pay the bills therefore for the period to the day preceding the Closing, and Purchaser shall pay the bills therefore for the period subsequent thereto. If the utility company will not issue separate bills, Purchaser will receive a credit against the Purchase Price for Seller's portion and will pay the entire bill prior to delinquency after Closing. If Seller has paid any utilities no more than thirty (30) days in advance in the ordinary course of business, then Purchaser shall be charged its portion of such payment at Closing.

(d) Fees and Charges under Service Contracts. Fees and charges under such of the Service Contracts and as are being assigned to and assumed by Purchaser at the Closing, on the basis of the periods to which such Service Contracts relate shall be prorated.

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

9.3 Service Contracts. Purchaser will assume the obligations arising from and after the Closing Date under the Service Contracts.

9.4 Reserved.

9.5 Utility Deposits. Purchaser shall be responsible for making any deposits, required with utility companies. All deposits made by Seller shall be returned to Seller by the utility companies.

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

**ARTICLE 10.**  
**REPRESENTATIONS AND WARRANTIES**

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

(a) Authority. Seller has the right, power and authority to enter into this Agreement and to consummate the sale in accordance with the terms and conditions hereof, each signatory of Seller is of majority age and competent to execute, deliver and perform this Agreement, and shall give such evidence thereof as may be reasonably required by Escrow Agent.

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

(c) Service Contracts. To the best of Seller's knowledge, the list and copies of Service Contracts delivered or to be delivered to Purchaser pursuant to this Agreement is or will be true, correct, and complete as of the date of its delivery. Neither Seller nor, to Seller's knowledge, any other party is in material default under any Service Contract.

(d) Books and Records. All books, records and other information prepared by Seller or its property manager and provided to Purchaser by Seller were prepared by or for Seller in the ordinary course of its business and are the same books, records and other information used and relied upon by Seller in its operation of the Property.

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

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

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



of the Property or the presence of Hazardous Substances, solid wastes, or any other pollutants or contamination the Property.

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

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

#### **ARTICLE 11.** **DEFAULT AND DAMAGES**

11.1 Purchaser's Default. If the transaction contemplated herein is not consummated because of a default of Purchaser under the terms of this Agreement, Seller shall be entitled to the Earnest Money as liquidated damages and in full settlement of any claims or damages. It is hereby agreed that, without resale, Seller's damages may be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

11.2 Seller's Default. If the transaction contemplated herein is not consummated because of a default on the part of Seller, the Earnest Money shall be refunded to Purchaser by Escrow Agent upon demand, without prejudice to any other rights or remedies of Purchaser at law or in equity, including without limitation, the right to seek specific performance of this Agreement. The provisions of this Section 11.2 shall survive the termination hereof.

#### **ARTICLE 12.** **EARNEST MONEY PROVISIONS**

The parties hereto agree that Escrow Agent shall hold the Earnest Money in escrow in accordance with the terms hereof; provided, however, that Escrow Agent shall not be liable in any way to Seller or Purchaser for any action taken in good faith pursuant to the terms hereof, and further provided that Seller and Purchaser shall hold Escrow Agent harmless from and against all costs, penalties, expenses, liabilities and charges, including reasonable attorney's fees incurred by Escrow Agent or imposed upon him in connection with any proceeding in which he may become a party, or in which he may become involved by reason of his holding the Earnest Money except in such cases in which Escrow Agent is found by a court or law to have been guilty of bad faith in executing the terms hereof,

and provided further that in the event of controversy concerning the delivery of the Earnest Money pursuant to this Agreement, Escrow Agent shall be entitled to turn over the Earnest Money to the Superior Court of Walton County and Escrow Agent shall thereafter be discharged from all responsibilities as Escrow Agent under this Agreement. Notwithstanding its duties as escrow agent, Escrow Agent named herein shall have the right to represent Purchaser in connection with this Agreement, including, without limitation, the right to represent Purchaser in any litigation arising in connection herewith.

**ARTICLE 13.**  
**MISCELLANEOUS**

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

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

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

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

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

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



SELLER: Walton County Veterans Association, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

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

13.12 Date of Performance. The expiration of any period of time prescribed in this Agreement shall occur at 6:00 p.m. EST of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 6:00 p.m. EST of the next full business day.

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

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

13.15 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY

LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.16 1031 Exchange. Seller and/or Purchaser may effect a tax-free exchange (each, an "Exchange") in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, which Exchange will involve an exchange of another property or properties, and the Property so long as same does not postpone the Closing Date. Seller and Purchaser agree to accommodate the other party by participating in the Exchange provided that (a) neither Purchaser nor Seller shall incur any cost, expense of liability in connection with the other party's Exchange, (b) Seller shall indemnify, defend and hold Purchaser harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with Seller's Exchange, (c) Purchaser shall indemnify, defend and hold Seller harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with Purchaser's Exchange, and (d) every Exchange is carried out in accordance with all applicable laws and all documentation concerning the Exchange shall be reasonably satisfactory in all respects to the other party and its respective attorneys, (e) the Exchange does not adversely affect the other party in any material respect, regarding the terms and conditions of the transaction, and (f) the Exchange does not have an adverse effect on title set forth in this Agreement.

13.17 Special Stipulations. The sale of the Property as provided in this Agreement shall be contingent upon Seller's successful purchase of other real property from the Development Authority of Walton County.

[SIGNATURES BEGIN ON FOLLOWING PAGE]



SELLER SIGNATURE PAGE TO  
PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN  
WALTON COUNTY VETERANS ASSOCIATION, INC.  
AND  
WALTON COUNTY, GEORGIA

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

**SELLER:**

**WALTON COUNTY VETERANS ASSOCIATION, INC.**, a Georgia nonprofit corporation

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

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

[CORPORATE SEAL]

Date: \_\_\_\_\_, 2021

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

PURCHASER SIGNATURE PAGE TO  
PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN  
WALTON COUNTY VETERANS ASSOCIATION, INC.  
AND  
WALTON COUNTY, GEORGIA

**PURCHASER:**

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

By: *David Thompson*  
David Thompson  
Chairman

Attest: *Rhonda Hawk*  
Rhonda Hawk  
County Clerk

[COUNTY SEAL]



Date: August 3<sup>rd</sup>, 2021

**Exhibit "A"**

**Legal Description of Land**

ALL THAT TRACT AND PARCEL OF LAND lying and being in the City of Monroe, Walton County, Georgia, known as the old Frances S. Colley residence lot, located between Court and Pearl Streets, beginning at an iron stake at the corner of Court and Railroad Streets, running South along Railroad Street one hundred and nine feet to an iron stake; thence West parallel with Court Street fifty feet to an iron stake; thence North parallel with Railroad Street one hundred and nine feet to Court Street; thence East along Court Street fifty feet to the beginning iron stake.

ALSO, that certain lot in the City of Monroe, Walton County, Georgia, adjoining the above-described lot and known as the old Frances S. Colley residence lot, located between Court Street and Pearl Street, beginning at an iron stake on Court Street; thence East along Court Street fifty feet to an iron stake; thence South parallel with Railroad Street one hundred and nine feet to an iron stake; thence West parallel with Court Street fifty feet to an iron stake; thence North parallel with Railroad Street one hundred and nine feet to the beginning iron stake.

This is the same property conveyed by Warranty Deed from Laverne Fambrough Cowsert to Monroe Outreach Ministry, Inc., dated January 25, 1980, and recorded in Deed Book 159, pages 175-176, Walton County, Georgia records.

**Exhibit "B"**

**Tangible Personal Property**

**Exhibit 5.1****Property Information**

- (a) The Title Policy;
- (b) The Existing Survey;
- (c) The Service Contracts;
- (d) Environmental Reports on the Property in Seller's possession;
- (e) Soil Reports/Geotechnical reports;
- (f) As-built plans and permits; and
- (g) Original certificates of occupancy;



**Exhibit 8.3(a)**

---

(Above Reserved for Recording)

**After recording, please return to:**  
Chris Atkinson, Esq.  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655

STATE OF GEORGIA  
COUNTY OF WALTON

**LIMITED WARRANTY DEED**

THIS INDENTURE is made effective on the \_\_\_\_ day of \_\_\_\_\_, 2021, by **WALTON COUNTY VETERANS ASSOCIATION, INC.**, a Georgia nonprofit corporation ("Grantor"), and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Grantee").

**WITNESSETH:**

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

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

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

Signed sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

**SELLER:**

**WALTON COUNTY VETERANS  
ASSOCIATION, INC.,** a Georgia nonprofit  
corporation

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

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

[CORPORATE SEAL]

Date: \_\_\_\_\_, 2021

**Exhibit 8.3(b)**

**BILL OF SALE**

Pursuant to this Bill of Sale (this "Bill of Sale"), WALTON COUNTY VETERANS ASSOCIATION, INC ("Seller"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Seller by WALTON COUNTY GEORGIA, political subdivision of the State of Georgia ("Purchaser"), the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser all fixtures, furniture, furnishings, equipment, machinery, supplies, inventory, appliances and other articles of tangible personal property owned by Seller and which are located at and used or usable in connection with that real property located at 204 S. Midland Avenue, Monroe, Georgia 30655, listed on Exhibit B attached hereto and incorporated herein (collectively, the "Personal Property"), *but excluding* personal property not listed in Exhibit B (collectively, the "Excluded Property").

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

Seller hereby warrants that it is the owner of the Personal Property; that the Personal Property is free and clear of liens, encumbrances and adverse claims arising by, through or under Seller; that Seller has all power to execute this Bill of Sale and to transfer the Personal Property as provided herein; and that it has taken all action to authorize the execution and delivery of this Bill of Sale and the transfer of the Personal Property to Purchaser as provided herein.

Purchaser hereby acknowledges and agrees that the Personal Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS". THE PERSONAL PROPERTY IS IN A USED CONDITION, AND SELLER IS NEITHER A MANUFACTURER NOR DISTRIBUTOR, NOR DEALER OR MERCHANT IN, SAID PERSONAL PROPERTY. SELLER MAKES NO WARRANTY OF MERCHANTABILITY IN RESPECT TO SAID PERSONAL PROPERTY, AND SAID PROPERTY IS SOLD IN AN "AS IS, WHERE IS," CONDITION, "WITH ALL FAULTS."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

**SELLER:**

WALTON COUNTY VETERANS  
ASSOCIATION, INC

**Exhibit 8.3(c)**

**ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS**

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS (this "Assignment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between WALTON COUNTY VETERANS ASSOCIATION, INC., a Georgia nonprofit corporation ("Seller"), and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Purchaser").

**BACKGROUND:**

Seller is this date conveying to Purchaser that certain real property located at 204 S. Midland Avenue, Monroe, Georgia 30655 (the "Property"). Seller wishes to assign to Purchaser the following contracts described below, provided that Purchaser assumes all of Seller's obligations under those contracts arising from and after the date of this Assignment:

(a) The written service contracts, advertising contracts, and other contracts identified on Schedule B attached hereto relating to the management and operation of the Property (the "Service Contracts").

**AGREEMENT:**

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller hereby assigns to Purchaser all of Seller's right, title and interest in, to and under the Service Contracts.
2. Purchaser hereby assumes all of Seller's obligations under the Service Contracts from and after Closing.
3. Purchaser hereby agrees to indemnify and hold harmless Seller from and against any and all claims, demands, damages and liabilities arising out of or related to the obligations assumed by Purchaser in this Assignment, to the extent that such obligations arise from and after the date of this Assignment. Seller hereby agrees to indemnify and hold harmless Purchaser from and against any and all claims, demands, damages and liabilities arising out of or related to the obligations assumed by Purchaser in this Assignment, to the extent that such obligations arise prior to the date of this Assignment.
5. This Assignment is made by Seller without recourse and without any expressed or implied representation or warranty whatsoever, except as otherwise provided herein.
6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be governed by the laws of Georgia. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original.



THIS ASSIGNMENT IS EXECUTED between the parties hereto as of the date set forth above.

**SELLER:**

**WALTON COUNTY VETERANS ASSOCIATION, INC.,** a Georgia nonprofit corporation

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

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

[CORPORATE SEAL]

Date: \_\_\_\_\_, 2021

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

**PURCHASER:**

**WALTON COUNTY, GEORGIA**, a political  
subdivision of the state of Georgia

By: \_\_\_\_\_  
David Thompson  
Chairman

Attest: \_\_\_\_\_  
Rhonda Hawk  
County Clerk

[COUNTY SEAL]

**Exhibit 8.3(d)**

**GENERAL ASSIGNMENT**

**THIS GENERAL ASSIGNMENT**, hereinafter called this "**General Assignment**", is made and delivered as of the \_\_\_ day of \_\_\_\_\_, 2021, by **WALTON COUNTY VETERANS ASSOCIATION, INC.**, a Georgia nonprofit corporation ("**Assignor**"), in favor of **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**Assignee**"). The words "Assignor" and "Assignee" include the neuter, masculine and feminine genders, and the singular and plural.

**WITNESSETH:**

**WHEREAS**, Assignor has on the date hereof conveyed unto Assignee certain real property more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference, hereinafter called the "**Property**"; and

**WHEREAS**, in connection with the conveyance of the Property, Assignor and Assignee intend that certain related assets be assigned and transferred by Assignor to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**1. Incorporation of Recitals; Capitalized Terms.** The foregoing recitals are true and correct and are hereby incorporated into the body of this General Assignment as if fully set forth herein. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

**2. Plans.** Assignor does hereby transfer, assign, convey and set over unto Assignee all, if any, of the right, title and interest of Assignor in, to and under any architectural plans for any improvements located on the Property.

**3. Intangible Property; Books and Records.** Assignor does hereby transfer, assign, convey and set over until Assignee:

**(a)** all of the right, title and interest of Assignor in all licenses, guaranties, warranties, permits, authorizations, certificates of occupancy and governmental approvals issued or granted in connection with the Property;

**(b)** all of the right, title and interest of Assignor in all contract rights, surveys, tax assessment records, engineering plans and specifications, as-built drawings, development plans, site plans, books, records and correspondence pertaining solely to the construction, repair, ownership, management or operation of the Property;

**4. Indemnification.** Assignor shall, and does hereby, indemnify, defend and forever hold Assignee harmless from, against and in respect of any and all liabilities,

damages, losses, costs and expenses (including attorneys' fees and disbursements) suffered, incurred, or sustained by Assignee as a result of or by reason of any matter arising under the foregoing, and pertaining to events occurring prior to the date hereof.

5. **Successors and Assigns.** This General Assignment shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives and assigns.

6. **Governing Law.** This General Assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

7. **Counterparts.** This General Assignment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

*[Remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the parties hereto have caused this General Assignment to be executed under seal as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

**SELLER:**

**WALTON COUNTY VETERANS ASSOCIATION, INC.,** a Georgia nonprofit corporation

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

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

[CORPORATE SEAL]

Date: \_\_\_\_\_, 2021

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



**ASSIGNEE:**

**WALTON COUNTY, GEORGIA**, a political  
subdivision of the state of Georgia

By: \_\_\_\_\_  
David Thompson  
Chairman

Attest: \_\_\_\_\_  
Rhonda Hawk  
County Clerk

[COUNTY SEAL]

[END OF SIGNATURES]



# AIA<sup>®</sup> Document B105<sup>™</sup> – 2017

## *Standard Short Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the 4thth day of August in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Walton County Board of Commissioners  
111 South Broad Street - Historic Courthouse  
Monroe, Georgia 30655  
Telephone Number: 770-267-1301  
Fax Number: 770-267-1400

and the Architect:  
(Name, legal status, address and other information)

Carter Watkins Architects Associates Inc  
137 East Washington Street  
Post Office Box 1004  
Monroe, GA 30655  
770-267-7799.

for the following Project:  
(Name, location and detailed description)

Walton County Extension Building - approx. 4,200 square feet  
Monroe, Georgia  
Architectural, Mechanical, Electrical, Plumbing, Structure Engineering for the  
renovations.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

**AIA Document B105<sup>™</sup> – 2017.** Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:01:10 ET on 04/23/2021 under Order No.0741741310 which expires on 06/24/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents<sup>®</sup> Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
**User Notes:**

(1650804558)

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

All Mechanical, Electrical, Plumbing Engineering and all Architectural Services required for a complete project.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. To the extent allow by law, the Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, if the Architect becomes aware of hazardous or toxic materials at the project site, he shall immediately notify the Owner of said information.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

6% of the Fair Market Value of the Construction.

The Owner shall pay the Architect an initial payment of zero (\$ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

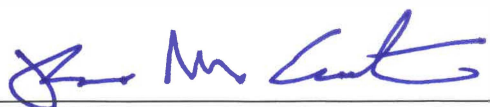
*(Paragraph deleted)*

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest from the date payment is due at the rate of six percent per annum percent ( 6 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve ( 12 ) months of the date of this Agreement through no fault of the Architect.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*  
The Honorable David G. Thompson, Chairman  
WALTON COUNTY BOARD OF  
COMMISSIONERS  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
Mr. Ben M. Carter, President  
CARTER WATKINS ASSOCIATES  
ARCHITECTS, INC.  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

STATE OF GEORGIA

COUNTY OF WALTON

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this \_\_\_ day of August, 2021, by and between the CITY OF LOGANVILLE, GEORGIA, a municipal corporation acting through its Mayor and Council (“City”), and WALTON COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (“County”), and the WALTON COUNTY BOARD OF ELECTIONS AND REGISTRATION, as successor to the Walton County Election Superintendent (“Board”);

WHEREAS, per O.C.G.A. § 21-2-45(c) the City of Loganville has requested that Walton County, though the Board, perform all duties as superintendent of all City elections specified under Title 21, Chapter 2 of the Official Code of Georgia, Annotated, except those duties expressly reserved to the City as set forth below in Paragraph 1; and

WHEREAS, per O.C.G.A. § 21-2-45 (c) the City of Loganville has authorized Walton County, though the Board, to conduct all municipal elections held pursuant to Title 21, Chapter 2 of the Official Code of Georgia Annotated;

WHEREAS, per O.C.G.A. § 21-2-45(c) with reference to any municipal election so conducted by Walton County, City of Loganville shall pay to the County the costs the Board incurs in performing functions of superintendent of elections for the City as specifically set forth below;

WHEREAS, pursuant to 2007 GA Laws 3602 at § 10, the Board is empowered “to contract with any municipality or governmental authority located within Walton County for the holding by the board of any primary or election to be conducted within such municipality or governmental authority”; and

WHEREAS, governmental entities are empowered to enter into multi-year contracts with other governmental entities pursuant to GA Constitution of 1983, Art. IX § 3 ¶ 1 as long as they do not exceed fifty (50) years:

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and benefits contained herein, the parties agree as follows:

1. The Board shall be the superintendent of elections for the City. The Board through its Supervisor of Elections shall conduct all municipal elections for the City and perform all functions required of the Superintendent of Elections, except running the qualifying fees notice in the legal organ, advertising the notice and/or call for the election and qualification of municipal candidates for elections. Qualification of candidates shall take place at City Hall, 4303 Lawrenceville Road, Loganville, GA 30052. The City shall be entitled to keep all qualifying fees it so collects. Board shall provide all other services required to conduct, manage, and supervise all municipal



- elections for the City in accordance with all applicable state and local laws, including conducting Advanced Voting on behalf of the City in the matter set forth in O.C.G.A. § 21-2-385, as the same may be amended from time to time. All elections for the City will be held at the Rock Gym 135 Main Street, Loganville, GA 30052. The Board's services shall consist without limitation of all of the duties set forth in O.C.G.A. § 21-2-70, with the exception of the statutory duties codified in the following paragraphs of the statute, which shall be retained by the City. To avoid any confusion concerning the respective duties of the parties to this Agreement, the City expressly reserves and retains the following duties codified in O.C.G.A. § 21-2-70: to prepare and publish, in the manner provided by this chapter, all notices and advertisements, in connection with the qualification of municipal candidates for election, which may be required by law.
2. Notwithstanding the foregoing, all elections, including but not limited to advance voting, called by the City shall be held in the Rock Gym voting precinct located at 135 Main Street, Loganville, GA 30052. The date of such election shall be set as provided by law, the polls shall open at 7:00am and close at 7:00pm. The election shall be held in accordance with the election laws of the State of Georgia, and the Board shall count the votes of said election in the manner required by law.
  3. The County may utilize the Rock Gym voting precinct located at 135 Main Street, Loganville, GA 30052, as the County's polling precinct on election day only for all County elections.
  4. The City shall pay the following costs incurred in performing the functions required above: (a) costs of preparing and printing ballots for use in the Loganville municipal elections; (b) costs of hiring poll workers for Loganville municipal elections; (c) costs of preparing and publishing legal ads required for Loganville municipal elections; (d) any other costs incurred by the County in conducting and supervising Loganville municipal elections upon presentation to the City of a bill for such costs from the Supervisor of Elections for the County; and (e) any and all costs incurred by the County, including, but not limited to attorneys' fees resulting from litigation, third party complaints filed with the Secretary of State or The U.S. Department of Justice, or otherwise, regarding Loganville municipal elections. The Board will invoice the City for such costs and expenses, and the City shall pay all such invoices within 30 days of receipt thereof.
  5. This agreement shall continue on a year-to-year year basis unless earlier terminated by any party upon ninety (90) days prior written notice, provided that if any party elects to terminate this agreement during a calendar year in which there is a scheduled election, the parties agree that said termination shall not be effective until three (3) weeks after the conclusion of the last City election conducted during that election cycle, in order to prevent disruption and confusion during an election cycle.

6. If any provision of this agreement is unenforceable, such provision shall be fully severable. The agreement shall be enforced as if such unenforceable provision had never comprised a part hereof. Time is and shall be of the essence of this agreement. This agreement supersedes all prior discussions and agreements between the parties and, along with the resolutions enacted by the City, the County and the Board in furtherance of this contract, contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such rights or actions. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand strict compliance with the terms of this agreement. This agreement shall be construed without regard to the identity of the person who drafted it. Each provision of this agreement shall be construed as through all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not be applicable.

Given under the hands and seals of the parties hereto, this \_\_\_ day of August, 2021.

(SIGNATURES ON FOLLOWING PAGE)

WALTON COUNTY BOARD OF COMMISSIONERS

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

Attest: \_\_\_\_\_  
County Clerk

(COUNTY SEAL)

BORAD OF ELECTIONS AND REGISTRATION OF WALTON COUNTY

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

Attest: \_\_\_\_\_  
Elections Supervisor

CITY OF LOGANILLE, GEORGIA

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

Attest: \_\_\_\_\_  
City Manager

(CITY SEAL)



July 29, 2021

The Honorable David G. Thompson, Chairman  
Walton County Board of Commissioners  
111 South Broad Street  
Monroe, Georgia 30655  
[davidg.thompson@co.walton.ga.us](mailto:davidg.thompson@co.walton.ga.us)

**Re: Walton County Jail Master Planning | PPI Project No. A21-061  
Proposal for Additional Design Services #2**

Dear Chairman Thompson:

Per your request, Precision Planning, Inc. (PPI) is pleased to offer the Walton County Board of Commissioners (Client) this proposal for additional design services related to the above referenced project. All conditions and rates associated with the original agreement shall apply.

**Background**

On July 16, 2021, PPI completed and submitted a final Walton County Jail Master Plan report for property identified at Church Street and Hammond Drive. On July 28, 2021, PPI received direction to review an alternative site along Baker Street adjacent to the Walton County Courthouse. This property is approximately 64 acres and should be planned to accommodate future development associated with the Jail, Sheriff’s Office, EMS Station, as well as other future government facilities. PPI agrees to provide the following services outside the scope of the original agreement:

1. Prepare and submit a preliminary site master plan to include drives, parking, buildings and other proposed site improvements for review and comment by the Client. Note: Building footprints will be indicated, but detailed space programming and building design is not included in this scope of services.
2. Prepare and submit a final rendered site master plan in hard copy and electronic media.

**Additional Compensation**

PPI agrees to perform items 1-2 listed above for Additional Fees Not to Exceed (N.T.E.) \$14,800.00, plus reimbursable expenses (printing and mileage) NTE \$200.00.

Thank you for the opportunity to propose these additional services to Walton County.

Sincerely,

Elizabeth A. Hudson, RA, NCARB  
Senior Vice President, LEED® AP

LH/kb

g:\document\21\21-061 walton county jail\contract\additional services\walton county jail revision #2.doc

Authorization given this \_\_\_\_\_ day of

\_\_\_\_\_, 2021

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

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

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

A RESOLUTION ADOPTING THE 2021 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 1, 2021 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 2021:

- (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 3.036 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 01.335 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 3rd DAY OF August, 2021:**

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

**ATTEST:**

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



303 S. Hammond Drive  
Suite 333  
Monroe, Georgia 30655



(770) 266-1964  
(770) 266-1522 FAX  
milton.cronheim@co.walton.ga.us

## Summary of Walton County Property Taxes - 2021

- Under GA State Law the County-wide millage is required to be advertised. GA State Law does not require the fire services millage rate to be advertised.
- To balance the FY 2022 budget the 2021 millage rate for both incorporated and unincorporated areas will be the calculated rollback millage rate.
  - The proposed 2021 county-wide millage rate will be 10.413.
  - The fire service millage remains at 1.335 mills.
- A \$100,000 house for a property with no exemptions County Wide:
  - 2020 taxes =  $\$100,000 \times 40\% \times .010677 = \$427.08$
  - 2021 taxes =  $\$100,000 \times 40\% \times .010413 = \$416.52$
- A \$100,000 house for a property with no exemptions in Fire Tax District which includes unincorporated County and the Cities of Jersey, Walnut Grove, Good Hope, and Between:
  - 2020 taxes =  $\$100,000 \times 40\% \times (.010677 + .001335) = \$480.48$
  - 2021 taxes =  $\$100,000 \times 40\% \times (.010413 + .001335) = \$469.92$
- Under GA State law the proposed 2021 millage does not constitute an increase in taxes.
- The type and quantity of exemptions impact the taxable value of the property. A property with several exemptions would pay less than a comparable property without the same exemptions. Changes in exemptions cause changes to the amount of taxes levied. Each property should be looked at individually.
- There are two types of value increases made to a county tax digest: increases due to inflation, and increases due to new or improved properties. The total digest is the combination of the two types of property value changes County-wide and do not necessarily reflect changes to specific properties.
  - Inflation is mitigated by the rollback calculation required by GA law to keep the digest revenue neutral.
  - New or improved properties increase the taxable value of the digest. For example,

when someone adds a mother-in-law building to their property the value of their property increases and the county will collect more tax dollars for the property. This allows counties to be able to pay for the additional services required when growth occurs.

- Each year the County calculates, as required by the State of GA, the rollback rate. If the County adopts the rollback rate, which it did this year, the State does not consider the County to be increasing property taxes. If the County adopts a millage rate higher than the rollback rate, which it did not, the State considers this to be a tax increase and the County is required to advertise this tax increase. The advertised increase is the difference between the proposed millage rate and the calculated rollback rate.

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

**A RESOLUTION ADOPTING THE 2021 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 2021:

- (1) A millage rate of 18.593 for the maintenance and operation of the county school system; and
- (2) A millage rate of 2.239 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 2021:

- (1) A millage rate of 18.593 for the maintenance and operation of the county school system; and
- (2) A millage rate of 2.239 for the debt service of the county school system.

**ADOPTED THIS 3rd DAY OF AUGUST, 2021:**

\_\_\_\_\_  
**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 EXTENSION OFFICE BUILDING AND TO AMEND THE FISCAL YEAR 2022 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 2022 on June 1, 2021; 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 2022.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budget for the Extension Office Building which is attached hereto as a schedule and incorporated herein by reference, are adopted; and

**THEREFORE, BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that the budget for Fiscal Year 2022 be amended to incorporate fiscal year 2022 for the Extension Office Building project.

**SO RESOLVED THIS 3rd DAY OF AUGUST, 2021:**

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

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

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

[COUNTY SEAL]

PROJECT BUDGET

DATE: July 22, 2021  
 PROJECT: Extension Office  
 FUNDING: 1565.19

Description	Unit Meas.	Unit Price	Unit Cost	Totals
New Construction	4,225 sf.	\$157.00		\$663,325
<b>Total New Construction Cost: (TNC)</b>				<b>\$663,325</b>
<b>Site Development/Improvements Costs</b>				
Utility Relocate EMC				\$3,000
Site work by Public works				\$18,000.
<b>Total Site Dev. Costs: (TSD)</b>				<b>\$21,000</b>
<b>Total New Construction / Total Site Dev. Costs:</b>				<b>\$684,325</b>
<b>Professional/Technical Cost</b>				
Professional Design Fee	6%	(TNC +TSD)		\$41,059.50
Survey & Soil				
Soil Borings				
Phase 1 Environmental & Hazard Screen				
Testing				\$1,000
Contingency				
<b>Total Professional/Technical Cost</b>				<b>\$42,059.50</b>
<b>Subtotal</b>				<b>\$726,384.50</b>
Project Contingency	10%			\$72,638.45
<b>Total Project Contingency Costs:</b>				<b>\$72,638.45</b>
<b>TOTAL PROJECT BUDGET</b>				<b>\$799,022.95</b>



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGETS FOR THE RESURFACING AND LMIG STRIPING PROJECTS, AND TO AMEND THE FISCAL YEAR 2022 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 2022 on June 1, 2021; 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 2022.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budgets for the Resurfacing and LMIG Striping Projects which are attached hereto as a schedule and incorporated herein by reference, are adopted; and

**THEREFORE, BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that the budget for Fiscal Year 2022 be amended to incorporate fiscal year 2022 for the Resurfacing and LMIG Striping Projects.

**SO RESOLVED THIS 3rd DAY OF AUGUST, 2021:**

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

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

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

[COUNTY SEAL]

### WALTON COUNTY PUBLIC WORKS RESURFACING PROJECT BUDGET

DATE: 7/26/2021

PROJECT: SPLOST IV VARIOUS RESURFACING PROJECTS

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

Description	Unit Measure	Totals
Dial Road	0.75 miles	\$112,500
Roy Malcom Road	0.6 miles	\$ 90,000
Ivie Road	0.6 miles	\$ 90,000
N. Crosslane Rd	1.10 miles	\$165,000
<b>Total Resurfacing Cost:</b>		<b>\$457,500</b>

**Modifications**

Total Modification Cost: \_\_\_\_\_

**Renovations**

Total Renovations Costs: \_\_\_\_\_

**Site Development/Improvements Costs**

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

Total Site Dev. Costs: \_\_\_\_\_

**Project Contingency**

Total Project Contingency Costs: \_\_\_\_\_

**TOTAL PROJECT BUDGET \$457,500**

### WALTON COUNTY PUBLIC WORKS STRIPING PROJECT BUDGET

DATE: 7/26/2021

PROJECT: 2021 LMIG Safety Action Plan Projects – SPLOST IV

SPLOST IV to cover 30% + required match.

2021 LMIG SAP Grant in the amount of \$145,000 grant with required 30% match.

Description	Unit Measure	Totals
Broadnax Mill Rd including Roundabout	5.32 miles	\$ 50,008
Monroe Jersey Road	6.3 miles	\$ 59,200
Jersey Social Circle Road	5.0 miles	\$ 47,000
Robertson Road	0.7 miles	\$ 6,580
Youth Jersey Road	2.5 miles	\$ 23,500
New Hope Church Road	2.3 miles	\$ 21,620

Total Resurfacing Cost: \$207,908

**Modifications**

Total Modification Cost: \_\_\_\_\_

**Renovations**

Total Renovations Costs: \_\_\_\_\_

**Site Development/Improvements Costs**

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

Total Site Dev. Costs: \_\_\_\_\_

**Project Contingency**

Total Project Contingency Costs: \_\_\_\_\_

**TOTAL PROJECT BUDGET** **\$207,908**

**RESOLUTION**

**WHEREAS**, the budgets of Walton County for Fiscal Year 2022 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 1, 2021, and

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

**THEREFORE, BE IT RESOLVED BY THE** Board of Commissioners of Walton County, amends the Fiscal Year 2022 budget to make changes to the Fiscal Year 2022 budget as presented in the attached summary schedule.

Adopted this 3rd day of August, 2021

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

Attest:

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

**AMENDMENT SUMMARY**  
**August 2021 Agenda**

1. **EMS 3610:** FY 2022 Budget amendment to increase Revenue by \$7091.37 from the Trauma Commission donation (33.4150) and to increase Expenditures for small equipment (53.1600) by the same amount. This has no effect on fund balance.
2. **Government Building 1565:** FY 2022 Budget amendment to provide a concrete floor for the Ag Center. This \$48,542 Expenditure (54.1300) would result in a decrease in fund balance.
3. **Planning and Development 7210:** FY 2022 Budget amendment to increase Expenditures (51.1100) by \$6000 for the supplemental bi weekly payments (\$250 per beginning August 5, 2021) due to additional duties by Planning and Development engineer. This would result in a decrease in fund balance.
4. **EMS 3610:** FY 2022 Budget amendment to increase Expenditures by \$96,000 (\$48,000 x 2) for two 2022 Dodge Ambulance chassis' (54.2200). This would result in a decrease in fund balance.
5. **EMS 3610:** FY 2022 Budget amendment to increase Expenditures (54.2200) by \$222,822 (\$111,411 x 2) for the purchase of two Ambulance boxes to be mounted on the two Dodge chassis'. This would result in a decrease in fund balance.