



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, February 01, 2022 at 6:00 PM

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

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

AGENDA

1. **PUBLIC COMMENT/PRESENTATIONS** | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*
 - 1.1. Presentation - Mauldin & Jenkins - Operational Assessments
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 CU21120003 - Conditional Use for Event Facility - Applicant/Owner: Bruce W. Verge Jr. - Property located at 4750 Snows Mill Rd & Mt Carmel Church Rd - Map/Parcel C1900022 - District 4
 - 4.2. Approval of Z21120002 - Rezone 1.00 acres from B1 to M1 for stone fabrication - Applicants/Owners: Xhevdet & Linda Islami - Property located at Nathan Blvd. - Map/Parcel C0440013L00 -District 1
 - 4.3. Approval with Conditions - Z21120005 & Z21120006 - Rezone 1.56 acres on each lot from A2 to R1 to create buildable lots - Applicant: Reliant Homes GA LLC/Owner: TMFT Lot Investments LLC - Property located at 4500 Bay Creek Rd - Map/Parcel C0160018B00 & 4520 Bay Creek Rd - Map/Parcel C0160018A00 - District 2

Conditions: 1) Minimum heated square footage of homes to be 2400 sq. ft., 2) Minimum roof pitch 8:12, 3) Front and side yards to be sodded, 4) Concrete driveways, 5) Side entry garages, 6) Plant 5 2' caliber trees per lot prior to CO, 7) 30 year architectural shingles, 8) Provide water table at height of bottom of windows on the front of the house with 18" minimum, water table to be installed on the front
 - 4.4. Approval of Z21120007 - Rezone 2.26 acres from A1 to B3 for pest control company & outside storage - Applicants: Ben & Kylie Myers/Owners: Howard & Brenda Bodkin -

Property located at 587 Hwy. 78 & Tommy Dillard Rd - Map/Parcel C1780050 & 48A - District 4

- 4.5.** Approval with Conditions - Z21120008 - Rezone 18.00+ from A1 to M1 for steel fabrication & outside storage - Applicant: Henderson Fab LLC/Owners: James D., Holly S. & Norma B. Billingsley - Property located at Green Ave. & Ga. Hwy. 20 -Map/Parcel C0090003A00 & 29B00 - District 2

Condition: 100 ft. buffer around perimeter

5. PLANNING & DEVELOPMENT

- 5.1.** Amendment - OA21120009 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 12/03/2021
- 5.2.** Annexation - Town of Between - GA10/US78 at Rosewood Circle - 19.04 Acres/Parcels C06101330DP & C0610133 - Rosewood Development, LLC

6. ORDINANCE

- 6.1.** Walton County Speed Zone Ordinance Update

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

- 7.1.** Approval of January 4, 2022 Meeting Minutes
- 7.2.** Contracts & Budgeted Purchases of \$5000 or Greater
- 7.3.** Declaration of Surplus Property
- 7.4.** Fiscal Agent Designation/Acceptance Agreement - Partnership for Families, Children and Youth
- 7.5.** Proclamation - Radon Action Month
- 7.6.** Contract Renewal - Walton Co. Chamber of Commerce
- 7.7.** Contracts - Southeast Corrections - Probation Services - Magistrate Court and Probate Court
- 7.8.** Inmate Housing Agreement - Washington County

8. RESOLUTIONS

- 8.1.** Resolution - FY22 Budget Amendments

- [8.2.](#) Resolution - Project Length Budget and Amendment to FY22 Budget - Resurfacing and LMIG Projects

9. ACCEPTANCE OF BIDS/PROPOSALS

- [9.1.](#) Proposal - Ross and Associates - Annual Update - Capital Improvements Element (Impact Fee)
- [9.2.](#) Construction Manager at Risk Services - Walton Co. Public Safety Complex
- [9.3.](#) Design Build - Walton Co. Government Building Courtroom Renovations
- [9.4.](#) Walton Co. Courthouse Annex 1 Renovations
- [9.5.](#) Walton Co. Water System Improvements - Pre-Qualifications

10. APPOINTMENTS

- 10.1.** Walton County Board of Appeals - District 4 and District 5

11. DISCUSSION

- [11.1.](#) Discussion and possible decision on position of County Administrator
- 11.2.** Discussion and possible recommendation to establish Public Facilities Authority
- 11.3.** Discussion and possible decision on Administrative Covid Pay

12. ANNOUNCEMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

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

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

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

For more information, please contact Rhonda Hawk.

Conditional Use CU21120003 Staff Analysis

Commission District: 4 - Bradford

Planning Commission Hearing Date: 01-06-2022

Board of Commissioners Hearing Date: 02-01-2022

Parcel ID: Map C1900022

Acreage: 15.00

Applicant/Owner:

Bruce W Verge Jr.

4795 Snows Mill Road

Monroe, Georgia 30655

Property Location: 4750 Snows Mill Road & Mt Carmel Church Road

Current Character Area: Rural Residential

Current Zoning: A1

Request: Conditional Use for event facility.

Site Analysis: The 15.00 acre tract of land is located on 4750 Snows Mill Road & Mt Carmel Church Road. The surrounding properties are zoned A1.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

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

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

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

Fire Department: No issues

Fire Code Specialist: No comments received

Board of Education: No comment received

Development Inspector: No comment received

DOT Comments: No comment

Archaeological Information: No comments received

City of Monroe: No issues from the City of Monroe.

PC ACTION 1/6/2022:

1. Conditional Use – CU21120003 –Conditional Use for Event Facility– Applicant/Owner: Bruce W Verge Jr – Property located on 4750 Snows Mill Rd & Mt Carmel Church Rd- Map/Parcel C1900022 – District 4.

Presentation: Bruce Verge, Jr. represented the case. He stated that he owns this piece of property and his initial use when he built on this property was for selling cows and storing cars. He stated that this event facility evolved when his son was having a birthday party and he would like to use this land for weddings, birthday parties and things like that. Mr. Verge stated that as of today there has been no complaints. He stated that he knows of 50 or more people that would speak for this event facility but he did not know

whether to ask them to come. Mr. Verge stated that he lives across the street. He stated that this piece of property is in a rural area with lots of trees.

Speaking: None

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

Conditional Use Application # CU21120003

Item 4.1.

Planning Comm. Meeting Date 7/6/2022 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm Meeting Date 2/1/2022 at 6:00PM held at **WC Historical Court House**
You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel C1900022

Applicant Name/Address/Phone #

BRUCE W VERGE JR
4795 SNOWS MILL RD
MONROE GA 30655

Phone # 770-480-1268

Location 4750 Snows Mill Rd - 1
Mt. Carmel Church Rd.

Existing Use of Property: WEDDINGS, TRAINING, GATHERINGS

Existing Structures: 80X100 BUTLER BUILDING Well House.

Property is serviced by:

Public Water: _____ Provider: _____ Well: X

Public Sewer: _____ Provider: _____ Septic Tank: X

The purpose of this conditional use is: WEDDINGS, TRAINING, GATHERINGS.

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 12/2/21 Fee Paid \$300.00 ✓

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 A1

Comprehensive Land Use: Rural Residential

Commission District: 4-Bradford Watershed: —

I hereby withdraw the above application _____ Date: _____

Standard Review Questions:

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

Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. *YES TREES AND GIANT GREEN CYPRUSS AS BUFFERS.*
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. *HAVE TWO ENTRANCES ONE ON SNOWS MILL RD AND MOUNT CARMEL CH. RD.*
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. *HAS A GRAVEL PARKING AREA AND PARKING AREA IN REAR.*
4. Public facilities and utilities are capable of adequately serving the proposed use.
YES
5. The proposed use will not adversely affect the level of property values or general character of the area.
NO I BELIEVE WHAT I HAVE DONE IN THIS AREA HAS INCREASE PROPERTY VALUES. AND THE ASTHETICS OF AREA.

TO WHOM IT MAY CONCERN:

I WOULD LIKE TO USE BUILDING TO CONDUCT LEADERSHIP TRAINING FOR my BUSINESS, GATHERINGS SUCH AS WEDDINGS, BIRTHDAYS, MEETINGS, AND COMPANY HOLIDAY GATHERINGS.

THANK YOU.
BRUCE VERGE



Tracie S. Malcom
12/2/2021



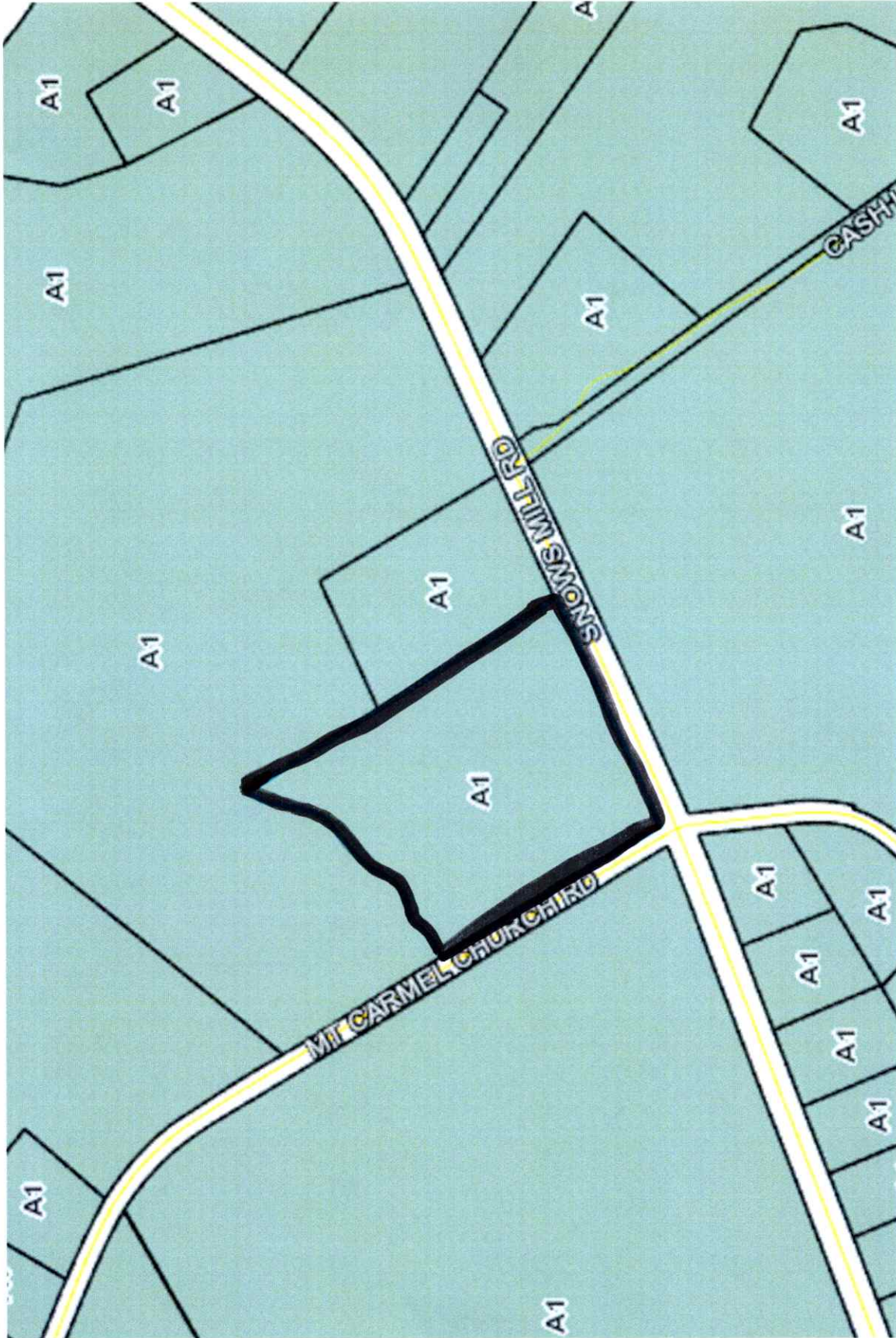
CU21120003 – 4750 Snows Mill Rd



CU21120003 – 4750 Snows Mill Rd



CU21120003 – 4750 Snows Mill Rd



Rezone Z21120002 Staff Analysis

Commission District: 1 - Warren

Planning Commission Hearing Date: 01-06-2022

Board of Commissioners Hearing Date: 02-01-2022

Parcel ID: Map C0440013L00

Acreage: 1.00

Applicants/Owners:
Xhevdet & Linda Islami
36 Shadowhill Lane
Loganville, Georgia 30052

Property Location: Nathan Boulevard

Current Character Area: Highway Corridor

Current Zoning: B1

Request: Rezone 1.00 acre from B1 to M1 for stone fabrication for countertops.

Staff Comments/Concerns:

Site Analysis: The 1.00 acre tract is located on Nathan Boulevard. The surrounding properties are zoned A1, R1, M1 and B3.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: The Walton County Sheriff's Office routinely checks business two times per night shift where access is granted.

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

Fire Department: No issues

Fire Code Specialist: No comment received

Board of Education: No comment received

Development Inspector: No comment received

DOT Comments: No comment

Archaeological Information: No comment received

PC ACTION 1/6/2022:

1. Rezone – Z21120002 – Rezone 1.00 acres from B1 to M1 for stone fabrication– Applicants/Owners: Xhevdet & Linda Islami – Property located on Nathan Blvd- Map/Parcel C0440013L00 – District 1.

Presentation: Xhevdet Islami represented the case. He stated that he bought this land on Nathan Boulevard. He owns a fabrication shop and they do granite counter tops. He would like to have his business in Loganville because he feels it is a good area.

Speaking: None

Recommendation: Pete Myers made a motion to recommend approval for the stone fabrication for countertops with a second by Wesley Sisk. The motion carried unanimously.

Rezone Application # 2 2112 0002

Planning Comm. Meeting Date 01-06-2023 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 02-01-2023 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C044/13L
C0440013L00

Applicant Name/Address/Phone #
LINDA Islami and Xhevdet
36 Shadowhill Lane
Loganville, GA 30052
404 483 4748
Phone # lindaXheti@hotmail.com

Property Owner Name/Address/Phone
Linda and Xhevdet Islami
0 Nathan Blvd Loganville, GA 30052
404 483 4748
(If more than one owner, attach Exhibit "A")
Phone # _____

Location: Nathan Blvd. Requested Zoning M1 Acreage 1

Existing Use of Property: Vacant

Existing Structures: None

The purpose of this rezone is to be used for stone fabrication /
kitchen and bath labor.

Property is serviced by the following:
Public Water: L Provider: _____ Well: _____
Public Sewer: _____ Provider: _____ Septic Tank: L

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 12/1/2021 Fee Paid \$ 450.00

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

Office Use Only:
Existing Zoning B1 Surrounding Zoning: North A1 R1 South B3
East M1 West B3
Comprehensive Land Use: Highway Corridor DRI Required? Y _____ N ✓
Commission District: 1- Warren Watershed: Alcovy W-P1 TMP _____

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

Commercial/Industrial

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

N/A

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

N/A

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

Yes, relative gain to the community and public would be more employment opportunities for people and faster and more quality work for our customers.

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

Its suitable

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

Since 2004

*NOTE: FOR THE SCALE TO BE CORRECT SHEET MUST BE PRINTED ON 11" x 17"

NOTES:

SITE PLAN

ADDRESS:
0 NATHAN BLVD,
LOGANVILLE, GA 30052,

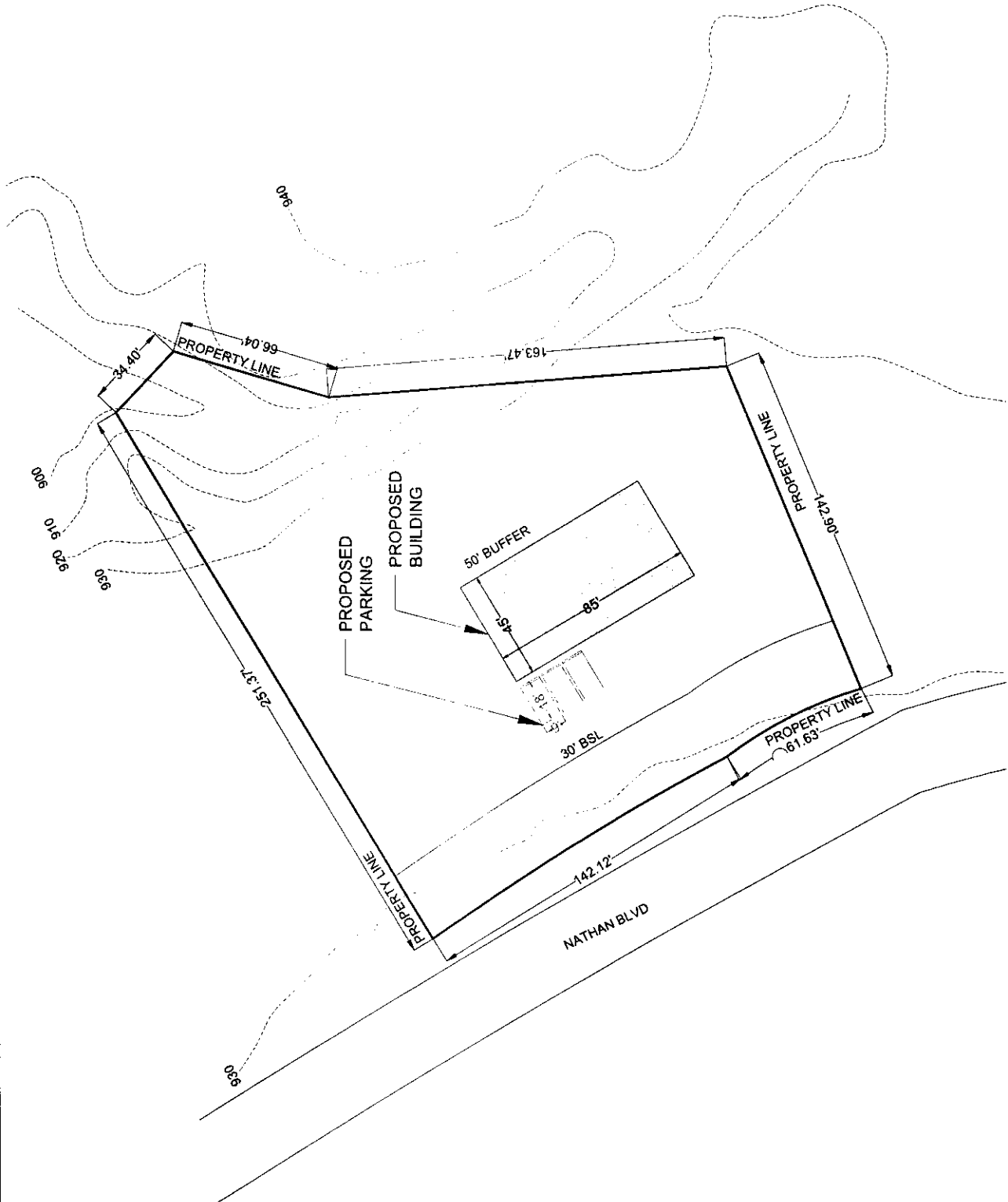
PARCEL ID: C0440013L00

LOT AREA: 1 ACRES

PLOT SIZE: 11" X 17"

DRAWING DATE: 12/27/2021

DRAWING SCALE: 1"=40'





Parcel ID: 604400101000

Building Size < 4000 sqft
 Small Parking Space
 Some Slab sheets in the
 back

Xherdet Islami
 Linda Islami

404 784 7065
 404 483 4748

Xherdet Islami

Linda

Commercial Land Letter of Intent

The plan for our commercial property is to be used for fabricating countertops and serving the community with countertop fabrication and installations. Our intent is to build a parking lot and a building for our company to become functional and operatable. Our company is called Atlanta Granite Pros, LLC and has been registered as a Limited Liability Company since May 2021. The owner has been a sub-contractor fabricating and installing countertops for different companies and is excited and grateful he has found a lot in which he wishes to open his own shop and work there and serve residents in Georgia. It was not until we called the city hall that we were acknowledged our commercial lot is B1, which we were told we need to rezone. We are asking for the opportunity to rezone our lot and complete all applicable laws by asking for your assistance in this matter.

Commercial Lot

Parcel Number: C0440013L00

Owners: Linda Islami and Xhevdet Islami

Linda Islami 404 483 4748

Xhevdet Islami 404 784 7065

Commercial Lot Address as of Now: 0 Nathan Blvd. Loganville, Georgia 30052 (Walton County)

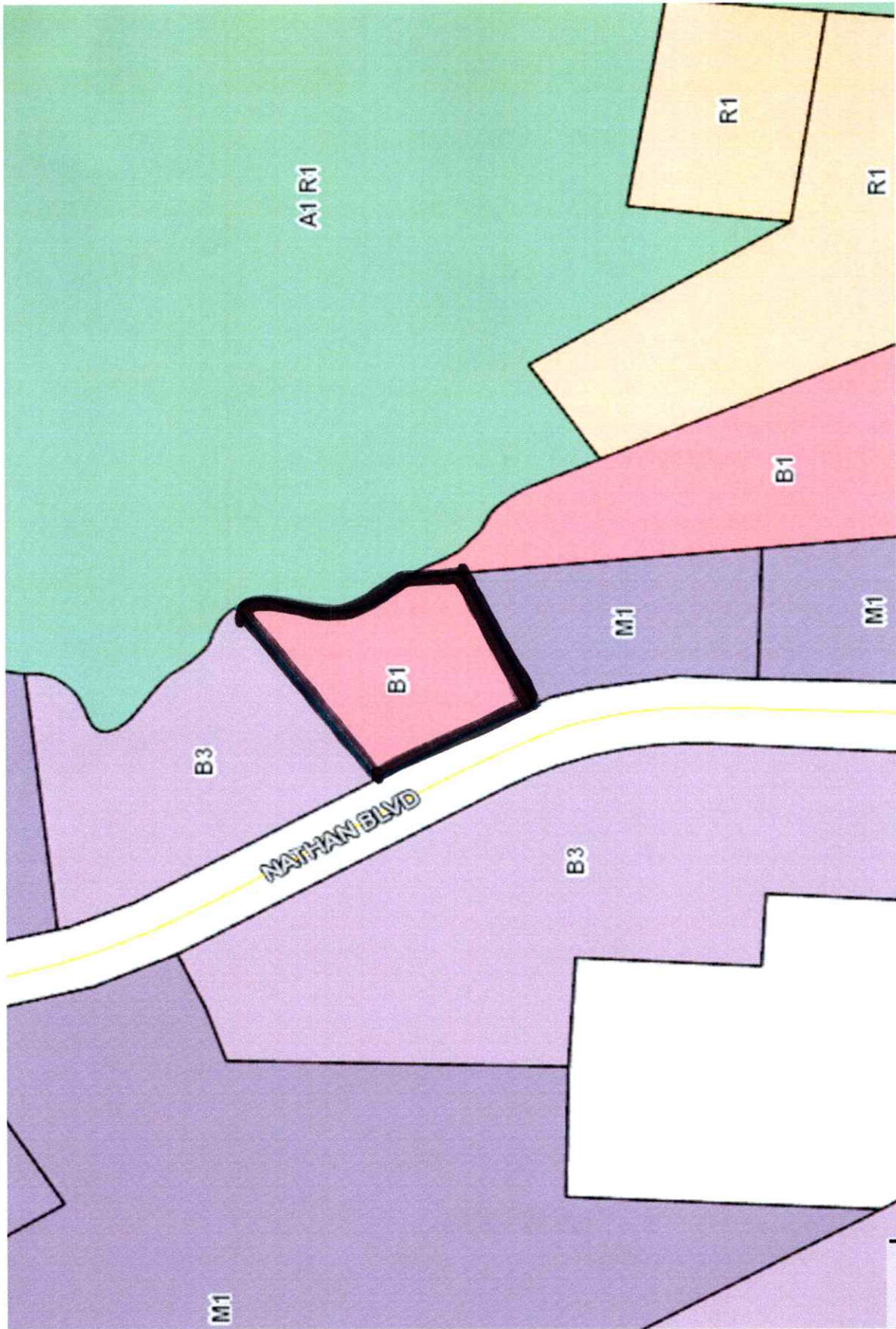
Z21120002 – 0 Nathan Blvd.



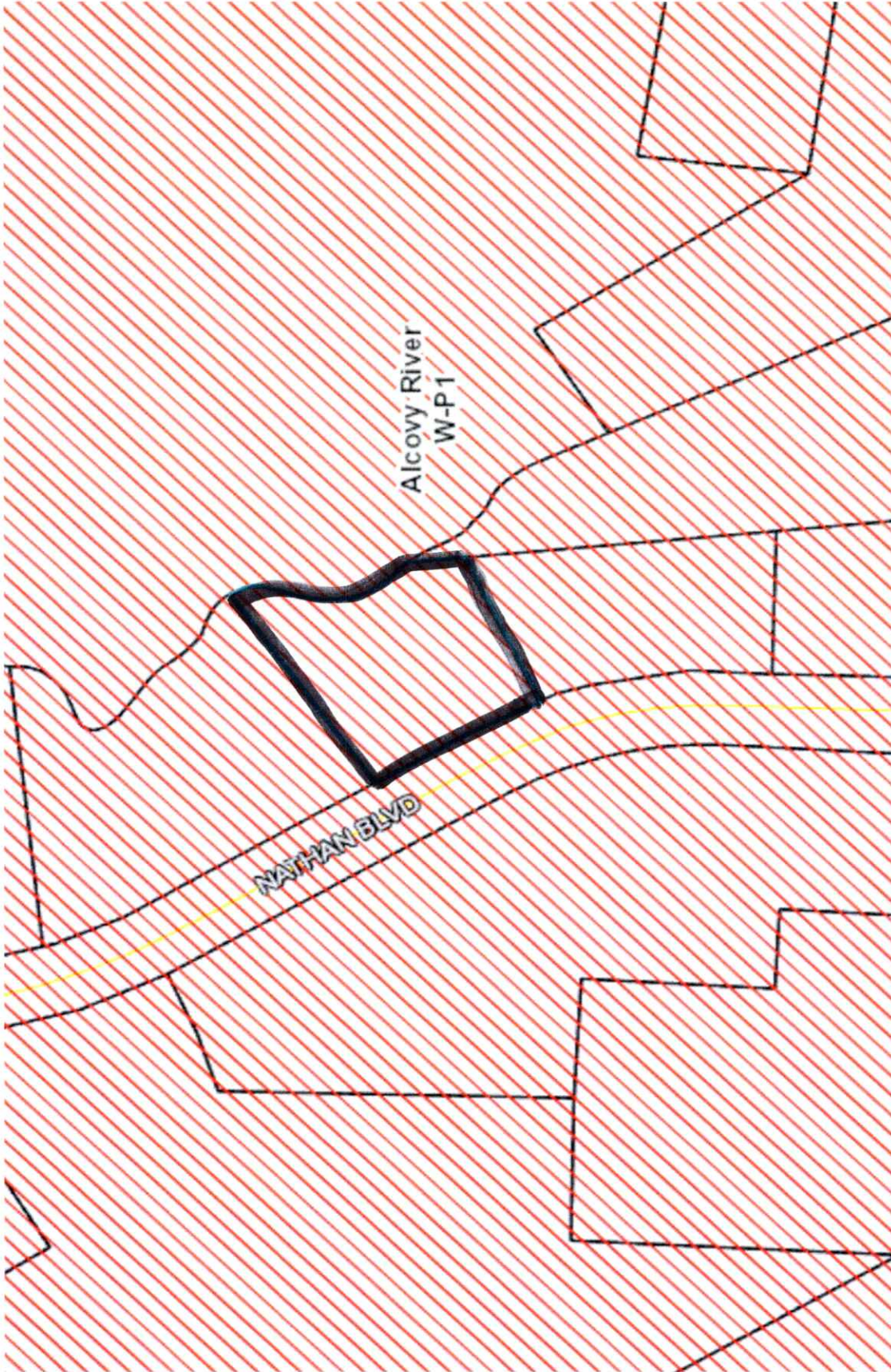
Z21120002 – 0 Nathan Blvd.



Z21120002 – 0 Nathan Blvd.



Z21120002 – 0 Nathan Blvd.



Rezone Z21120005 Staff Analysis

Commission District: **2 - Banks**

Planning Commission Hearing Date: **01-06-2022**

Board of Commissioners Hearing Date: **02-01-2022**

Parcel ID: Map C0160018B00

Acreage: 1.56 acres

Applicant:
Reliant Homes GA LLC
P.O. Box 2655
Loganville, GA 30052

Owner:
TMFT Lot Investments LLC
P.O. Box 2655
Loganville, GA 30052

Property Location: 4500 Bay Creek Road

Current Character Area: Neighborhood Residential

Current Zoning: A2

Request: Rezone 1.56 acres from A2 to R1 to create buildable lots. Conditions are:

1. Minimum heated square footage of the home to be 2,400.
2. Minimum roof pitch to be 8:12.
3. Front and side yards to be sodded.
4. Driveways to be constructed on concrete.
5. Garage to be side entry.
6. Plant 5 – 2’ caliber trees on each lot prior to CO.
7. 30 year architectural shingles to be installed.
8. Provide a water table to a height to the bottom of the windows on the front on the house to be a minimum of 18”. Water table to be installed on the front.

Staff Comments/Concerns:

Site Analysis: The 1.56 acre tract is located on 4500 Bay Creek Road. The surrounding properties are zoned City of Loganville and A2.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: The rezone of this parcel will create more buildable lots. Any increase in population will increase the service demand of the Walton County Sheriff's Office and public safety as a whole.

Water Authority: This area is currently served by a 6" water main along Bay Creek Road. (static pressure: 75 psi, Estimated fire flow available: 1,650 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues

Fire Code Specialist: No comment received

Board of Education: No comment received

Development Inspector: No comment received

DOT Comments: No comment

Archaeological Information: No comment received**City of Loganville: No comment received.****PC ACTION 1/6/2022:**

1. Rezone – Z21120005 – Rezone 1.56 acres from A2 to R1 to create buildable lots–
Applicant: Reliant Homes GA LLC/Owner: TMFT Lot Investments LLC – Property
located on 4500 Bay Creek Rd-Map/Parcel C0160018B00 – District 2.

Presentation: Ned Butler with Reliant Homes represented Rezone Z21120005 and Z21120006 together since the parcels of land are beside each other. Vice Chairman Timothy Kemp stated that it would be good to do these two Rezones together. Ned Butler stated that they would like to rezone each of the parcels that are 1.56 each from A2 to R1 to have three buildable lots. Mr. Butler stated that the restrictions of the houses will be 2,400 sq. ft. with 8:12 roof pitch, front & side yards to be sodded, driveways to be constructed on concrete, garage to be side entry, plant 5-2' caliber trees on each lot prior to CO, 30 year architectural shingles to be installed; and provide a water table to be at a height to the bottom of the windows on the front of the house to be a minimum of 18". Water table to be installed on the front. Mr. Butler stated that there is 1 acre across the street that is A2. Mr. Butler stated the code was different back then but these houses will blend nicely with the community.

Speaking: Kathy Hoosher stated that she is concerned about her property and wants fencing abutting her property. Ms. Hoosher stated that she has been in the housing business for years and if a fence is not put in then there will be nothing but homeowner complaints.

Darryl Collins lives next door. Mr. Collins wanted to know how tall the houses would be and would they be two story buildings that would overlook his yard. He stated that he plans on farming with a few goats and sheep and they have already built a subdivision behind him. He stated that if they are putting in 200 homes then he feels like he is being closed in and is worried about storm drainage.

Timothy Kemp advised that it would only be three houses. Pete Myers also stated that from what he can tell the Rezone is from A2 to R1 for three buildable lots.

Ned Butler came back for rebuttal and stated that he had talked to Ms. Hoosher about a 6 ft. privacy fence and Reliant has offered to pay for half of the fence. He stated that the 1-acre lot beside this is commercial. Mr. Butler stated that he would prefer no fence with all the conditions that they are offering on the houses.

Kathy Hoosher again stated that she has concerns and she does not want trouble with homeowners.

Recommendation: Pete Myers made a motion to recommend approval with conditions as stated by Mr. Butler with a second by Wesley Sisk. The motion carried unanimously.

Rezone Application # 221120005

Planning Comm. Meeting Date 1-6-2022 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 2-1-2022 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0160018B00

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Reliant Homes GA, LLC</u>	<u>TMFT Lot Investments, LLC</u>
<u>PO Box 2655</u>	<u>PO Box 2655</u>
<u>Loganville, GA 30052</u>	<u>Loganville, GA 30052</u>
	<small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>770-715-2800</u>	Phone # <u>770-715-2800</u>
Location: <u>Bay Creek Road</u>	Requested Zoning <u>R1</u> Acreage <u>3.12 1.56</u>
Existing Use of Property: <u>Vacant Land</u>	
Existing Structures: <u>none</u>	
The purpose of this rezone is <u>The rezone request is to allow the land to be subdivided into no more than 3 lots. This request also includes a variance request for lots to be less than the required width at the building setback line.</u>	
Property is serviced by:	
Public Water: <u>Yes</u> Provider: <u>Walton County Water Department</u> Well: _____	
Public Sewer: _____ Provider: _____ Septic Tank: <u>Yes</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>[Signature]</u>	Date <u>11-26-2021</u> Fee Paid <u>\$ 300.00</u>
Public Notice sign will be placed and removed by P&D Office Signs will not be removed until after Board of Commissioners meeting	
Office Use Only:	
Existing Zoning <u>A2</u>	Surrounding Zoning: North <u>Loganville</u> South <u>A2</u> East <u>A2</u> West <u>A2</u>
Comprehensive Land Use: <u>Neighborhood Residential</u>	NAICS Code: <u>✓</u>
Commission District: <u>2-Banks</u>	Watershed: <u>✓</u>

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: Reliant Homes GA, LLC

Address: PO Box 2655 Loganville, GA 30052

Telephone: 770-715-2800

Location of Property: HD Atha Road Monroe GA 30655

Map/Parcel Number: C0160018

Current Zoning: A2

Requested Zoning: R1

[Signature]
Property Owner Signature

[Signature]
Property Owner Signature

Print Name: Ned Butler

Print Name: _____

Address: PO Box 2655
Loganville GA 30052

Address: _____

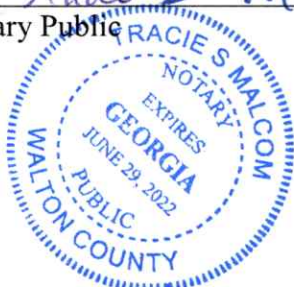
Phone #: 678-3730536

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

12/2/2021
Date



Article 4, Part 2, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;
Residential and vacant land zoned A2.
2. The extent to which property values are diminished by the particular zoning restrictions;
NA
3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
NA
4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
Increased value to tax digest.
5. The suitability of the subject property for the zoned purposes; and
Proposed zoning will allow for three homes.
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
Well over 10 years.

November 26, 2021

Walton County Planning Department
Attention: Charna Parker
303 S. Hammond Drive
Monroe, GA 30655

Mrs. Parker,

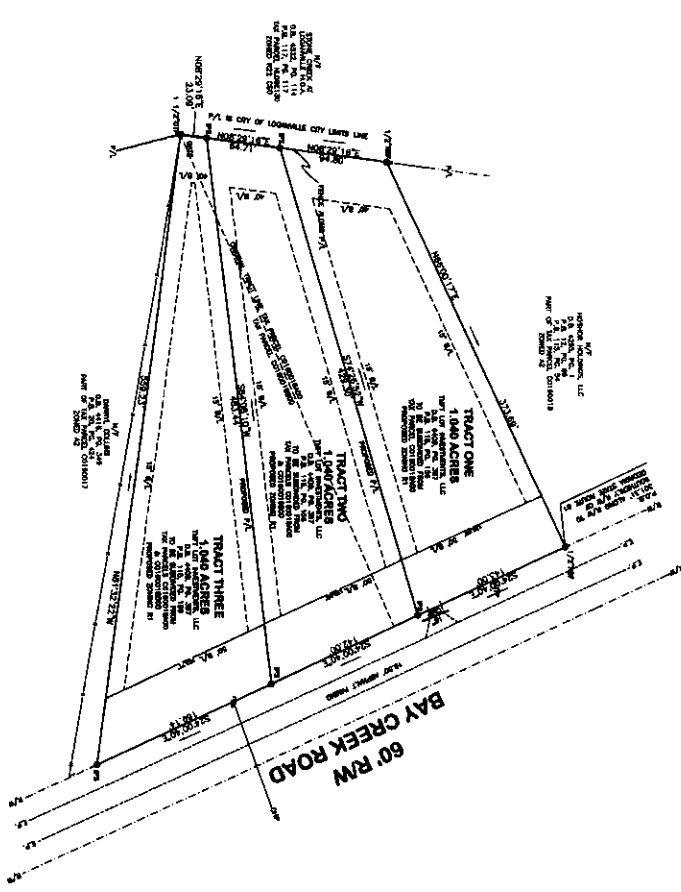
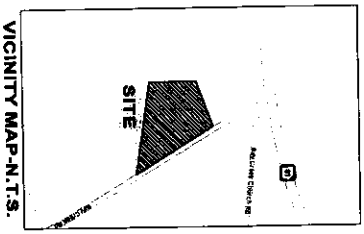
TMFT Lot Investments, LLC is requesting a rezone of parcel numbers C00160018A00 and C00160018B00 located on Bay Creek Road in Loganville, GA Walton County. The request is to zone the two 1.560 acre parcels to R1 from its current A2 zoning. We are presenting the zoning with the following conditions.

1. Parcels C0160018A00 and C0160018B00 totaling 3.12 acres shall be zoned R1.
2. Minimum heated square footage of the home to be 2,400.
3. Minimum roof pitch to be 8/12.
4. Front and side yards to be sodded.
5. Driveways to be constructed on concrete.
6. Garage to be side entry
7. Plant 5 2' caliber trees on each lot prior to CO.
8. 30 year architectural shingles to be installed
9. Provide a water table to at a height to the bottom of the windows on the front of the house to be a minimum of 18". Water table to be installed on the front.

Kind Regards,

A handwritten signature in black ink, appearing to read 'Ned Butler', with the initials 'VP' written below it.

Ned Butler
Vice President
TMFT Lot Investments, LLC



NO.	DESCRIPTION	DATE
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- NOTES:
- 1) NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED HISTORIC DISTRICT.
 - 2) THE SUBJECT PROPERTY IS CURRENTLY ZONED AS PROPOSED ZONING IS R-1.
 - 3) THE MINIMUM SETBACK REQUIREMENTS ARE FRONT-SET, SIDE-15', REAR-40'.
 - 4) THE MINIMUM HOUSE SIZE IS 1000 S.F.
 - 5) THE MAXIMUM BUILDING HEIGHT IS 35'.
 - 6) THE PARCEL TAX PARCELS ARE CONTIGUOUS & CONTIGUOUS.
 - 7) THIS SUBDIVISION IS PROPOSED UNDER WILKINSON COUNTY CLD. 1-1-140.

NOT FOR FINAL RECORDING

OWNER
TMT LOT INVESTMENTS, LLC
PO BOX 888
LOOMVILLE GA 30056

DEVELOPER
RELIANT HOMES GA, LLC
PO BOX 288
LOOMVILLE GA 30056

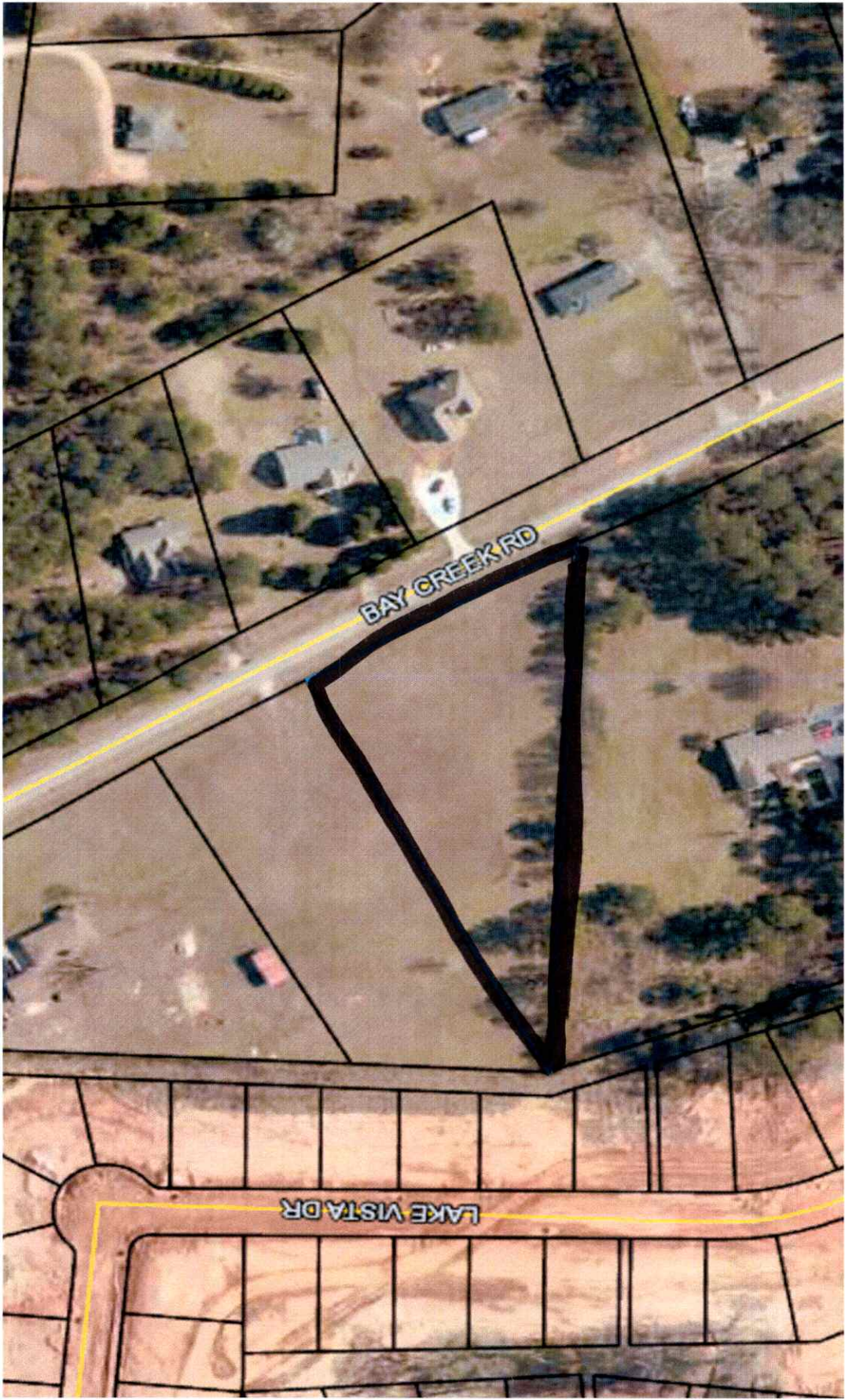
RELIANT HOMES GA, LLC

NORTHEAST LAND SURVEYING, LLC
1100 W. BERRY STREET
SUITE 100
MARIETTA, GA 30067
(770) 575-2444

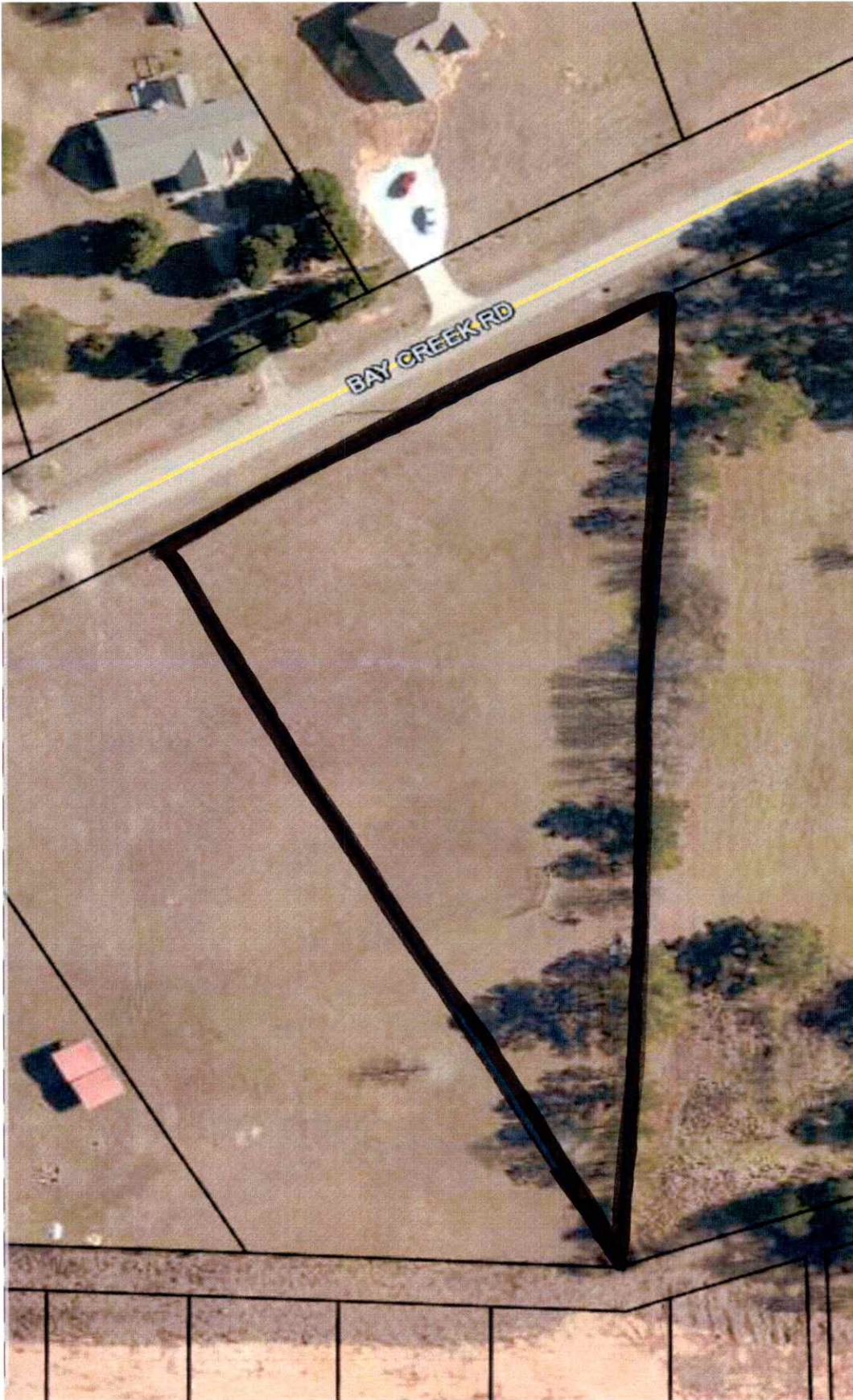
NORTHEAST LAND SURVEYING, LLC
1100 W. BERRY STREET
SUITE 100
MARIETTA, GA 30067
(770) 575-2444

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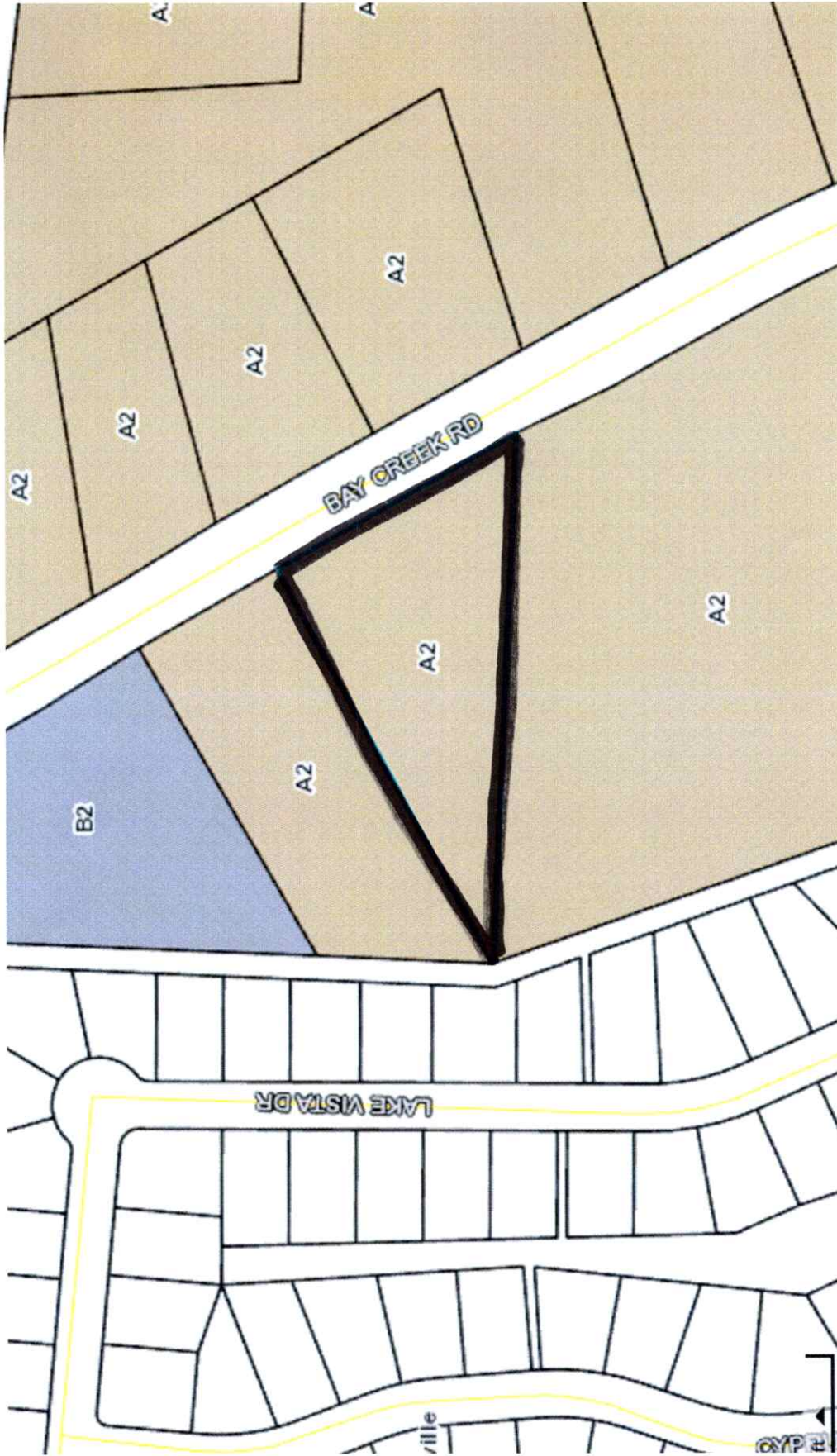
Z21120005 – 4500 Bay Creek Rd



Z21120005 – 4500 Bay Creek Rd



Z21120005 – 4500 Bay Creek Rd



Rezone Z21120006

Staff Analysis

Commission District: 2 - Banks

Planning Commission Hearing Date: 01-06-2022

Board of Commissioners Hearing Date: 02-01-2022

Parcel ID: Map C0160018A00

Acreage: 1.56 acres

Applicant:
Reliant Homes GA LLC
P.O. Box 2655
Loganville, GA 30052

Owner:
TMFT Lot Investments LLC
P.O. Box 2655
Loganville, GA 30052

Property Location: 4520 Bay Creek Road

Current Character Area: Neighborhood Residential

Current Zoning: A2

Request: Rezone 1.56 acres from A2 to R1 to create buildable lots. Conditions are:

1. Minimum heated square footage of the home to be 2,400.
2. Minimum roof pitch to be 8:12.
3. Front and side yards to be sodded.
4. Driveways to be constructed on concrete.
5. Garage to be side entry.
6. Plant 5 – 2’ caliber trees on each lot prior to CO.
7. 30 year architectural shingles to be installed.
8. Provide a water table to a height to the bottom of the windows on the front on the house to be a minimum of 18”. Water table to be installed on the front.

Staff Comments/Concerns:

Site Analysis: The 1.56 acre tract is located on 4520 Bay Creek Road. The surrounding properties are zoned City of Loganville, B2 and A2.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: The rezone of this parcel will create more buildable lots. Any increase in population will increase the service demand of the Walton County Sheriff's Office and public safety as a whole.

Water Authority: This area is currently served by a 6" water main along Bay Creek Road. (static pressure: 75 psi, Estimated fire flow available: 1,650 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues

Fire Code Specialist: No comment received

Board of Education: No comment received

Development Inspector: No comment received

DOT Comments: No comment received

Archaeological Information: No comment received

City of Loganville: No comment received.

PC ACTION 1/6/2022:

1. Rezone – Z21120006 – Rezone 1.56 acres from A2 to R1 to create buildable lots–
Applicant: Reliant Homes GA LLC/Owner: TMFT Lot Investments LLC – Property
located on 4520 Bay Creek Rd-Map/Parcel C0160018A00 – District 2.

Presentation: Ned Butler with Reliant Homes represented Rezone Z21120005 and Z21120006 together since the parcels of land are beside each other. Vice Chairman Timothy Kemp stated that it would be good to do these two Rezones together. Ned Butler stated that they would like to rezone each of the parcels that are 1.56 each from A2 to R1 to have three buildable lots. Mr. Butler stated that the restrictions of the houses will be 2,400 sq. ft. with 8:12 roof pitch, front & side yards to be sodded, driveways to be constructed on concrete, garage to be side entry, plant 5-2' caliber trees on each lot prior to CO, 30 year architectural shingles to be installed; and provide a water table to be at a height to the bottom of the windows on the front of the house to be a minimum of 18". Water table to be installed on the front. Mr. Butler stated that there is 1 acre across the street that is A2. Mr. Butler stated the code was different back then but these houses will blend nicely with the community.

Speaking: Kathy Hoosher stated that she is concerned about her property and wants fencing abutting her property. Ms. Hoosher stated that she has been in the housing business for years and if a fence is not put in then there will be nothing but homeowner complaints.

Darryl Collins lives next door. Mr. Collins wanted to know how tall the houses would be and would they be two story buildings that would overlook his yard. He stated that he plans on farming with a few goats and sheep and they have already built a subdivision behind him. He stated that if they are putting in 200 homes then he feels like he is being closed in and is worried about storm drainage.

Timothy Kemp advised that it would only be three houses. Pete Myers also stated that from what he can tell the Rezone is from A2 to R1 for three buildable lots.

Ned Butler came back for rebuttal and stated that he had talked to Ms. Hoosher about a 6 ft. privacy fence and Reliant has offered to pay for half of the fence. He stated that the 1-acre lot beside this is commercial. Mr. Butler stated that he would prefer no fence with all the conditions that they are offering on the houses.

Kathy Hoosher again stated that she has concerns and she does not want trouble with homeowners.

Recommendation: Pete Myers made a motion to recommend approval with conditions as stated by Mr. Butler with a second by Wesley Sisk. The motion carried unanimously.

Rezone Application # Z21120006

Planning Comm. Meeting Date 1-6-2022 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 2-1-2022 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0160018A00

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Reliant Homes GA, LLC</u>	<u>TMFT Lot Investments, LLC</u>
<u>PO Box 2655</u>	<u>PO Box 2655</u>
<u>Loganville, GA 30052</u>	<u>Loganville, GA 30052</u>
	<small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>770-715-2800</u>	Phone # <u>770-715-2800</u>
Location: <u>Bay Creek Road</u>	Requested Zoning <u>R1</u> Acreage <u>3.12 1.56</u> <u>Tract 1</u>
Existing Use of Property: <u>Vacant Land</u>	
Existing Structures: <u>none</u>	
The purpose of this rezone is <u>The rezone request is to allow the land to be</u> <u>subdivided into no more than 3 lots. This request also includes a variance</u> <u>request for lots to be less than the required width at the building setback line.</u>	
Property is serviced by:	
Public Water: <u>Yes</u> Provider: <u>Walton County Water Department</u> Well: _____	
Public Sewer: _____ Provider: _____ Septic Tank: <u>Yes</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>[Signature]</u>	Date <u>11-26-2021</u> Fee Paid <u>\$ 300.00</u>
Public Notice sign will be placed and removed by P&D Office Signs will not be removed until after Board of Commissioners meeting	
Office Use Only:	
Existing Zoning <u>A2</u>	Surrounding Zoning: North <u>Loganville</u> South <u>A3</u> East <u>A3</u> West <u>A3</u>
Comprehensive Land Use: <u>/</u>	NAICS Code: <u>/</u>
Commission District: <u>2-Banks</u>	Watershed: _____

I hereby withdraw the above application _____ Date _____

**AUTHORIZATION
BY PROPERTY OWNER**

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

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

Name of Applicant: Reliant Homes GA, LLC

Address: PO Box 2655 Loganville, GA 30052

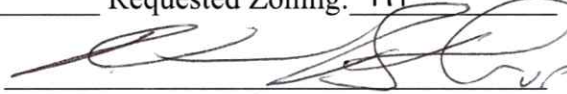
Telephone: 770-715-2800

Location of Property: HD Atha Road Monroe GA 30655

Map/Parcel Number: C0160018

Current Zoning: A2

Requested Zoning: R1



Property Owner Signature

Property Owner Signature

Print Name: Ned Butler

Print Name: _____

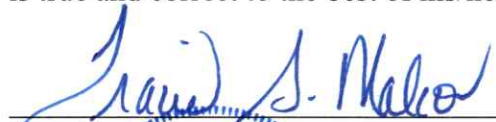
Address: PO Box 2655
Loganville GA 30052

Address: _____

Phone #: 678-3730536

Phone #: _____

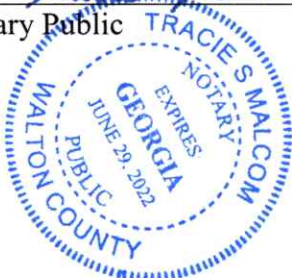
Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.



1/22/2021

Notary Public

Date



Article 4, Part 2, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;
Residential and vacant land zoned A2.
2. The extent to which property values are diminished by the particular zoning restrictions;
NA
3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
NA
4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
Increased value to tax digest.
5. The suitability of the subject property for the zoned purposes; and
Proposed zoning will allow for three homes.
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
Well over 10 years.

November 26, 2021

Walton County Planning Department
Attention: Charna Parker
303 S. Hammond Drive
Monroe, GA 30655

Mrs. Parker,

TMFT Lot Investments, LLC is requesting a rezone of parcel numbers C00160018A00 and C00160018B00 located on Bay Creek Road in Loganville, GA Walton County. The request is to zone the two 1.560 acre parcels to R1 from its current A2 zoning. We are presenting the zoning with the following conditions.

1. Parcels C0160018A00 and C0160018B00 totaling 3.12 acres shall be zoned R1.
2. Minimum heated square footage of the home to be 2,400.
3. Minimum roof pitch to be 8/12.
4. Front and side yards to be sodded.
5. Driveways to be constructed on concrete.
6. Garage to be side entry
7. Plant 5 2' caliber trees on each lot prior to CO.
8. 30 year architectural shingles to be installed
9. Provide a water table to at a height to the bottom of the windows on the front of the house to be a minimum of 18". Water table to be installed on the front.

Kind Regards,



Ned Butler
Vice President
TMFT Lot Investments, LLC

LEGEND

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93. 1.00 ACRES	94. 1.00 ACRES	95. 1.00 ACRES	96. 1.00 ACRES
97. 1.00 ACRES	98. 1.00 ACRES	99. 1.00 ACRES	100. 1.00 ACRES



OWNER
TMFT LOT INVESTMENTS, LLC
 PO BOX 2898
 LOGANVILLE GA 30058

DEVELOPER
RELIANT HOMES GA, LLC
 PO BOX 2898
 LOGANVILLE GA 30058

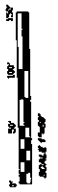
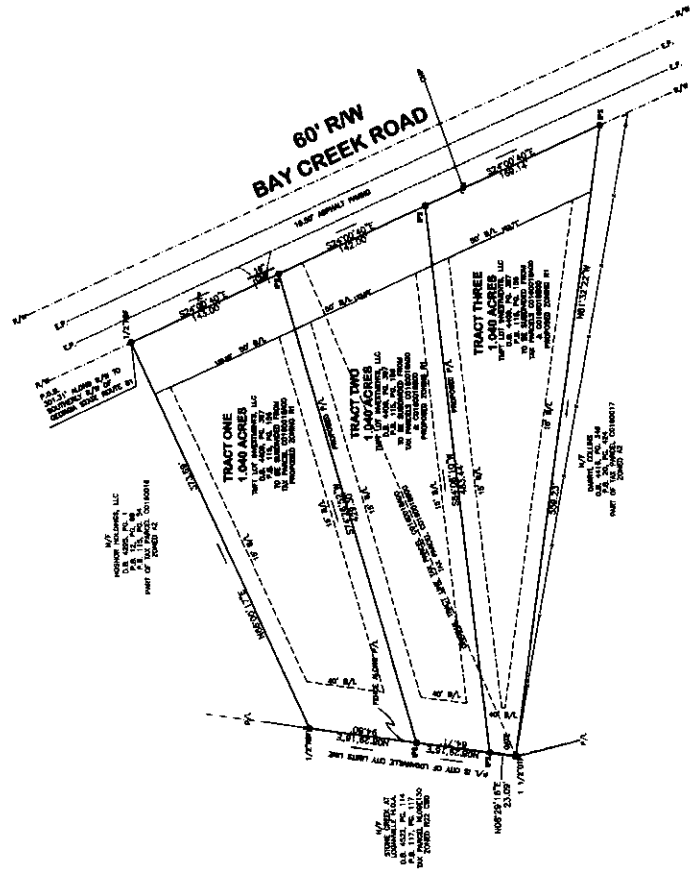
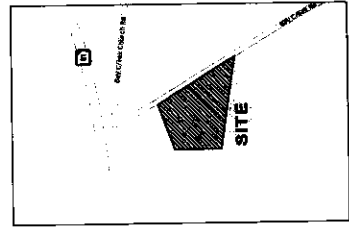
NOT FOR FINAL RECORDING

- NOTES:**
- 1) NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA, PER FEDERAL FLOOD INSURANCE PROGRAM, DATED 12/20/01, THE SUBJECT PROPERTY LIES WITHIN A ZONE "X".
 - 2) THE SUBJECT PROPERTY IS CURRENTLY ZONED AS PROPOSED ZONING IS R1.
 - 3) THE SUBJECT PROPERTY IS CURRENTLY ZONED AS PROPOSED ZONING IS R1.
 - 4) THE UNIMPAVED SIDEWALK AND DRIVEWAY ARE FRONT-50', SIDE-15', REAR-40'.
 - 5) THE UNIMPAVED SIDEWALK AND DRIVEWAY ARE FRONT-50', SIDE-15', REAR-40'.
 - 6) THE UNIMPAVED SIDEWALK AND DRIVEWAY ARE FRONT-50', SIDE-15', REAR-40'.
 - 7) THIS SUBDIVISION IS PROPOSED UNDER WALTON COUNTY U.L.D. 4-1-110.

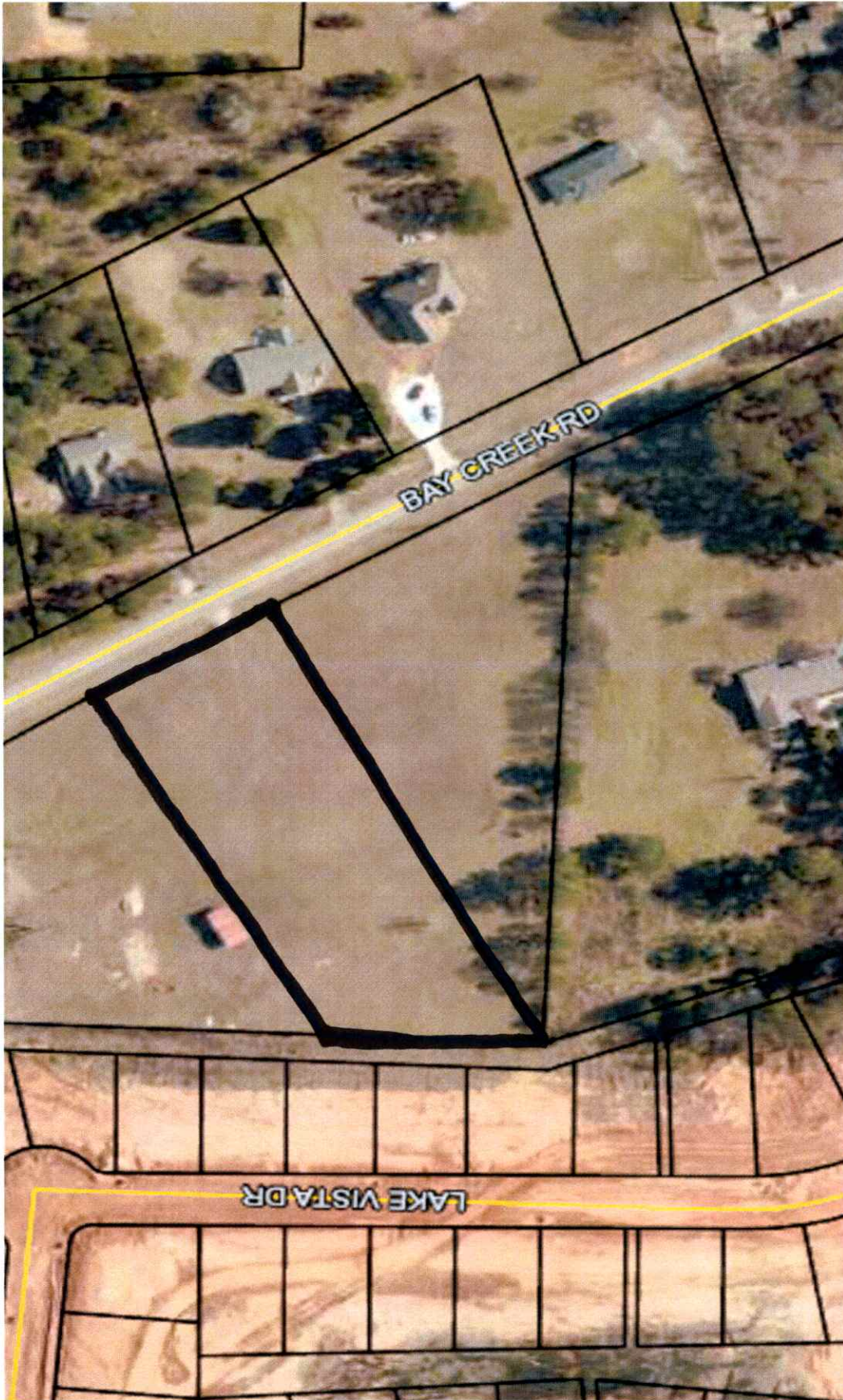
RELIANT HOMES GA, LLC
 CONTRACT NO. 1001
 LOGANVILLE GA 30058
 8178 378-8288

NORTHEAST LAND SURVEYING, LLC
 A Georgia Land Surveying Firm #1518
 P.O. Box 284
 Springdale, Georgia 30137
 Phone: (770) 778-7404

DATE	1/1/2017
BY	10/1
SCALE	2124



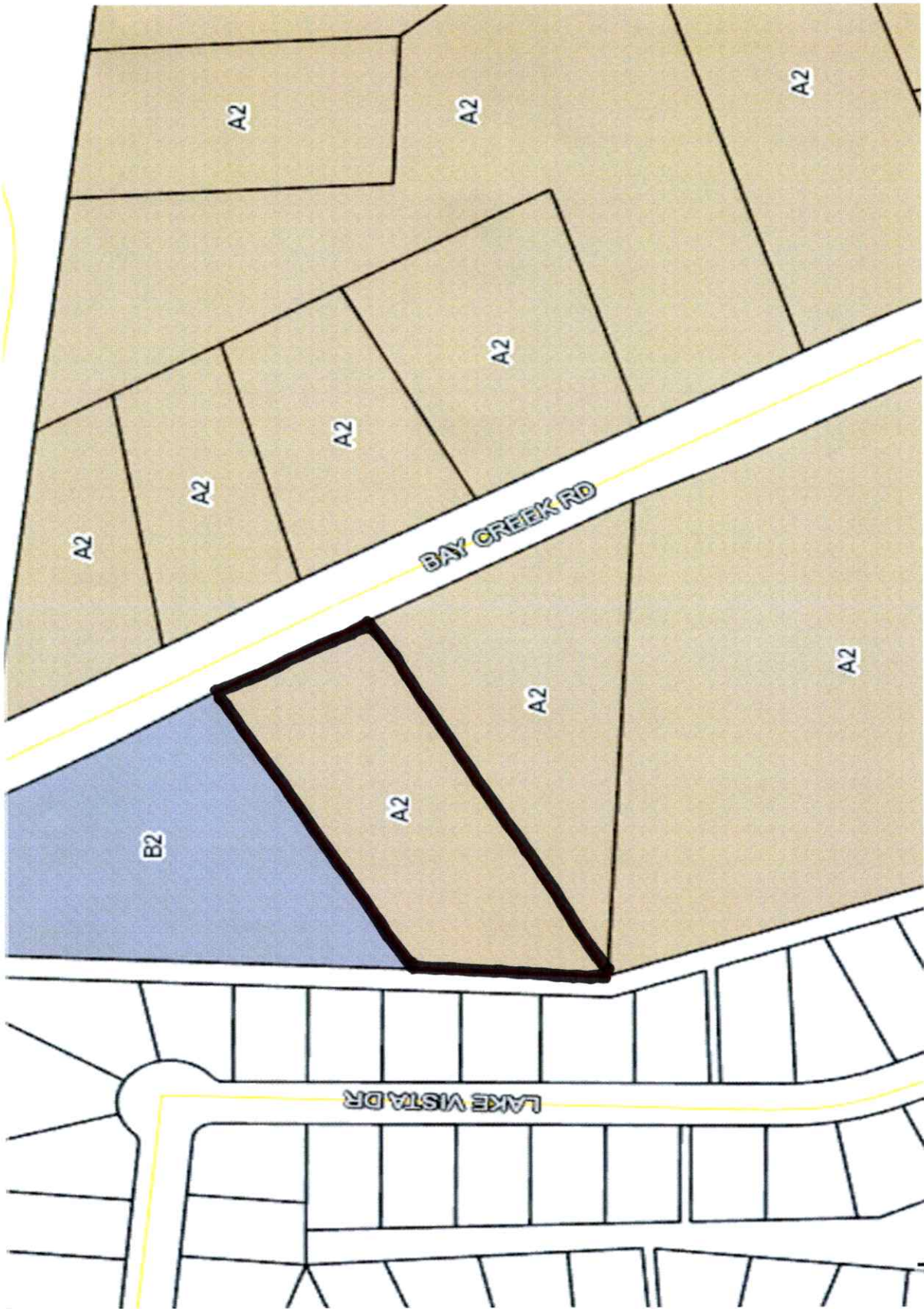
Z21120006 – 4520 Bay Creek Rd





Z21120006 – 4520 Bay Creek Rd

Z21120006 – 4520 Bay Creek Rd



Staff Comments/Concerns:

Any outside storage should be within a fenced/screen area.

Site Analysis: The 2.26 acre tracts are located on 587 Highway 78 and Tommy Dillard Road. The surrounding properties are zoned A1, A2, B2 and B3.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends if possible a Commercial Driveway be installed from the GDOT Right of Way of Highway 78, and or the Existing Driveway off Tommy Dillard be Completely removed and upgrade the storm drain pipe and install a Commercial Driveway.

Sheriffs' Department: The Walton County Sheriff's Office routinely checks businesses on main thoroughfares two times per night shift. This will be an additional 730 business checks per year.

Water Authority: This area is currently served by a 12" water main along Hwy 78. (static pressure: 100 psi, Estimated fire flow available: 940 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues

Fire Code Specialist: No comment received

Board of Education: No comment received

Development Inspector: No comment received

DOT Comments: Will require coordination/permitting with GDOT.

Archaeological Information: No comment received

PC ACTION 1/6/2022:

1. Rezone – Z21120007 – Rezone 2.26 acres from A1 to B3 for pest Control Company & outside storage– Applicants: Ben & Kylie Myers/Owners: Howard & Brenda Bodkin– Property located on 587 Hwy 78 & Tommy Dillard Rd-Map/Parcel C1780050 & 48A – District 4.

Presentation: Ben Myers represented the case. He stated that he owns a small business called Pest Force and he would like to rezone this property to put his business there. He stated that there are two entrances to this land. One is on Highway 78 and the other one is on Tommy Dillard Road. He stated that they are going to use the rear entry off Tommy Dillard Road in lieu of Highway 78. Mr. Myers states that he would like to clear the back lot, put up fencing, and put ground cover milling for parking. There is a garage on the property that they would be working for and the house they will use for an office. Mr. Kemp asked if they had to get verification from GDOT and it was stated that since they will be using the Tommy Dillard Road entrance then they would not need to do that.

Speaking: None

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

21120007

Rezone Application # 21120007

Planning Comm. Meeting Date 01-06-2022 at 6:00PM held at WC Board of Comm. Meeting Room - 3rd Floor Gov. Building
Board of Comm Meeting Date 02-01-2022 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 C1780-050 + C1780-048A0-0
C1780050 C1780048A00

Applicant Name/Address/Phone # Bent & Kylie Myers
Property Owner Name/Address/Phone Howard + Brenda Bodkin

1523 Roscoe Davis Rd Monroe, GA PO Box 2895
30656 678-227-1031 Loganville, GA 30052
(If more than one owner, attach Exhibit "A")

Phone # 678-618-3062 Phone # 770-554-8057
587 Hwy 78 Monroe

Location: Tommy Dillard Rd Requested Zoning B3 Acreage 2.2 acres

Existing Use of Property: rental property, residential

Existing Structures: 1 Small 2 bedroom house + metal building

The purpose of this rezone is to be able to use as a pest control office and ability to have outside storage.

We do not plan to build additional structure/s and ingress and egress would be off Tommy Dillard Rd not Hwy 78.
Property is serviced by the following:

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

Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature Kylie Myers Date 12/3/21 Fee Paid \$ 450.00

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/A2 South A2
East B3 West B2

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

Commission District: 4-Bradford Watershed: _____ TMP

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Ben and Kylie Myers

Address: 1523 Roscoe Davis Road, Monroe, Ga 30656

Telephone: 678 227-1031

Location of Property: 587 Highway 78, and Tommy Dillard Road
Monroe, GA 30655

Map/Parcel Number: C1780-050 and C1780-048A0-0

Current Zoning: A1 Requested Zoning: B3 outside storage

Howard U. Bodkin
Property Owner Signature

Brenda D. Bodkin
Property Owner Signature

Print Name: Howard U. Bodkin

Print Name: Brenda D. Bodkin

Address: PO Box 2895, Loganville, Ga 30052 Address: PO Box 2895, Loganville, GA 30052

Phone #: 770-554-8057

Phone #: 770 554-8057

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.

Marsha Harrell
Notary Public

11-29-2021
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;

There are 3 parcels that touch the 2 landlots we'd like to rezone. One is b2 and they sell outbuildings and the second is B3 and is used for outside storage. The last parcel is A1 and I believe it's a rental property.

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

We do not believe property values will be diminished given the neighboring properties are zoned according to a similar scope of work.

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

We do not believe this rezoning will cause a destruction of property values but will improve aesthetics by renovating current structures and by maintaining the lands.

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

Public gain we believe to be a properly maintained structure & improved aesthetics from Hwy 78. Additionally, we believe having a small local company who is and plans to be highly invested in the county's general welfare is a gain as well.

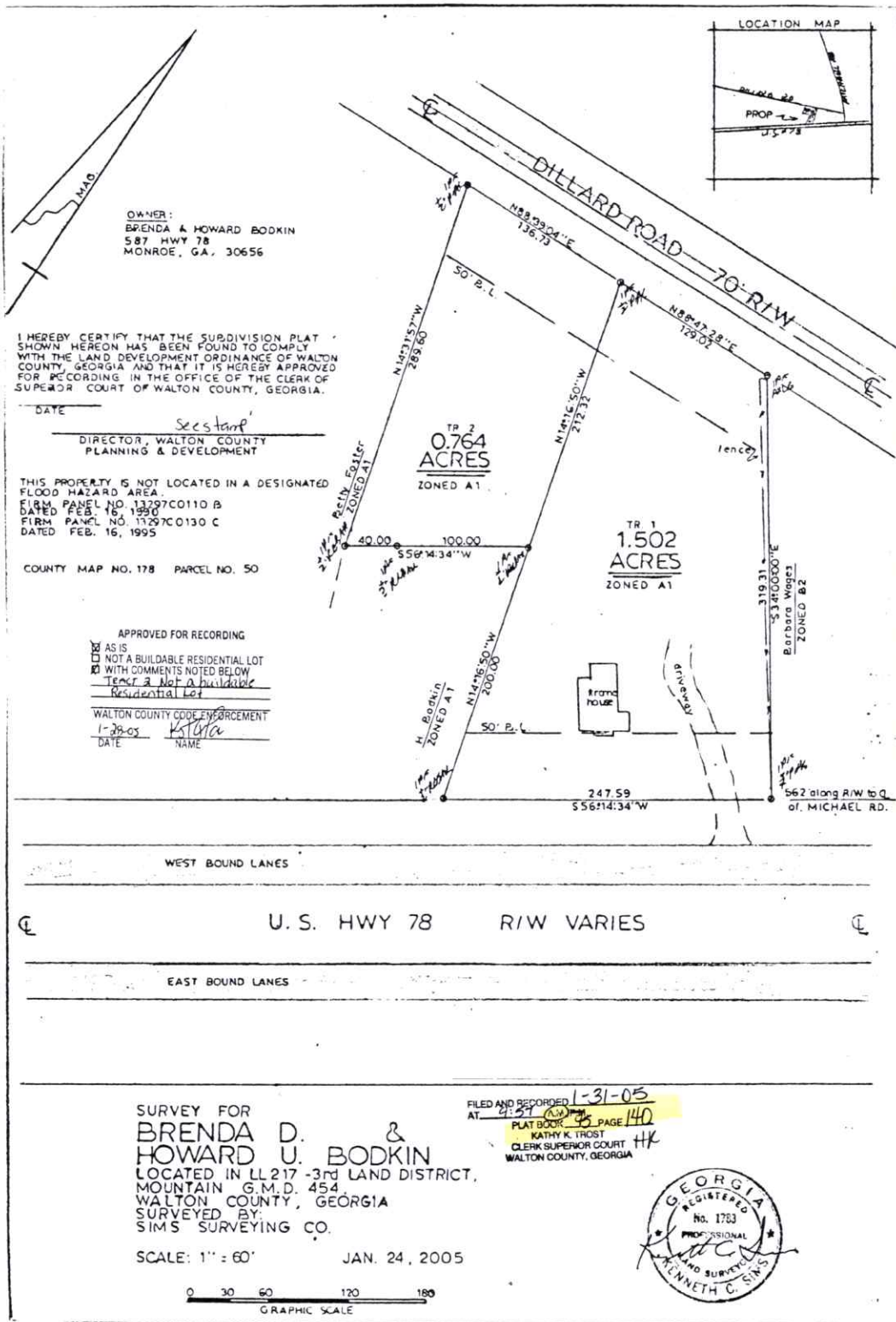
5. The suitability of the subject property for the zoned purposes; and

The double access rd frontage from Hwy 78 + Tommy Dillard provide easy access without affecting flow of traffic on Hwy 78. The property has a structure that we would renovate to become our main pest control office. The land is flat and will allow for outside storage. For these reasons we

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

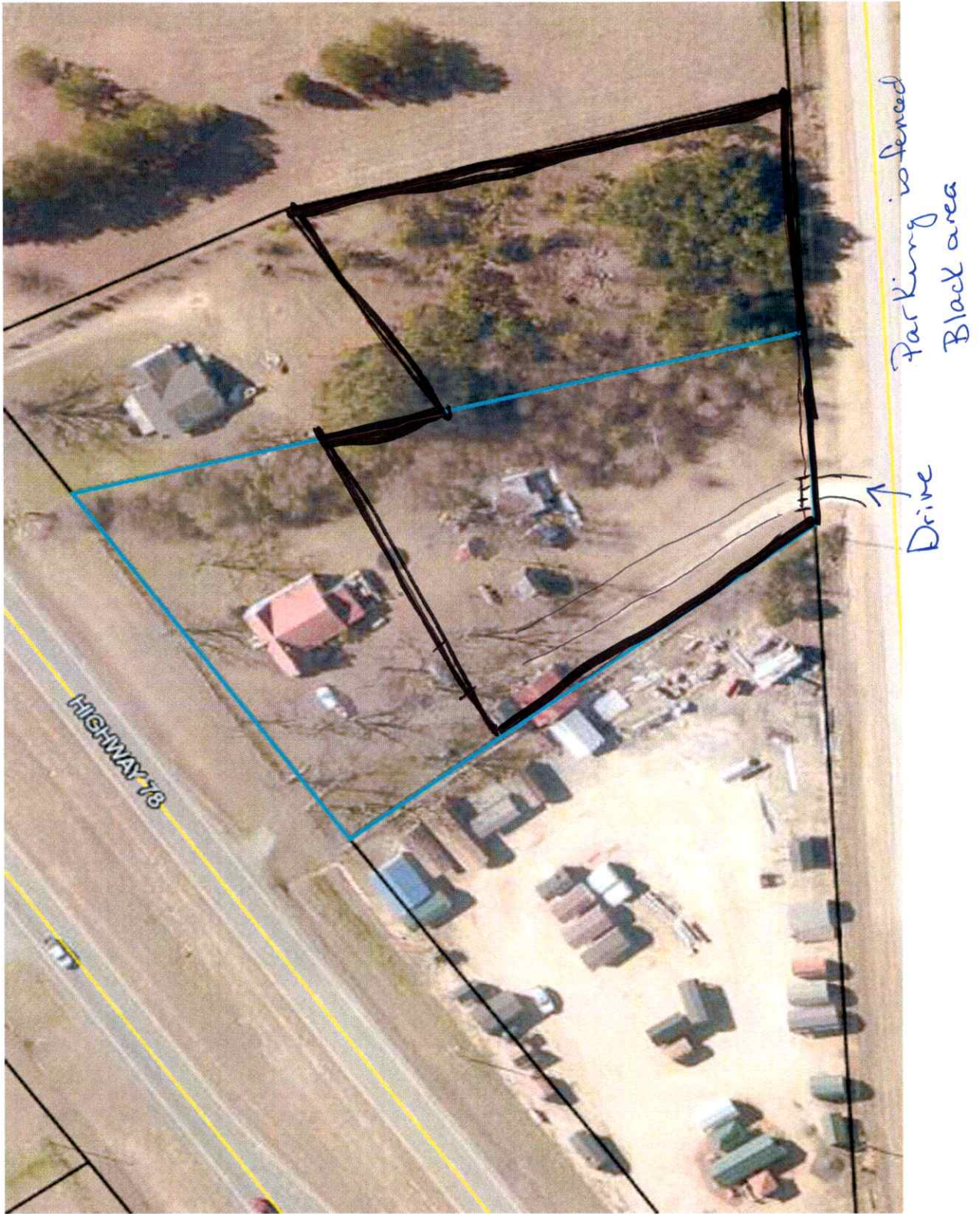
The main structure was built in 1945 and the metal outbuilding in 2006. Since then no additional structures have been built on either plot.

5. com'd believe the suitability for zoned purposes is excellent.



Site Plan

We do not intend to build any additional structures.



November 30, 2021
Letter of intent

Dear Walton County Planning Commission,

Thank you for consideration of our rezoning application for 587 Hwy 78 and the adjacent lot off of Tommy Dillard Rd in Monroe. Our intent for this 2.2 acre property is to rezone the property to be B-3. We would like renovate the current residential structure and use it as our primary office for our small pest & termite control company, Pest Force. The tentative plan for that renovation would be approximately 5 years before significant renovations occurred and we would follow guidance from the county office regarding regulations in this conversion. In the immediate future we would like to use the back of 587 Hwy 78 and adjacent lot off of Tommy Dillard Rd for outside storage.

According to qpublic the neighboring parcels on left & right are zoned B2 & B3 and are currently being used to sell products such as outbuildings & outside storage.

For both uses of property the ingress & egress access would not be off Hwy 78 but off of Tommy Dillard Rd.

Thank you for your consideration,

Ben & Kylie Myers

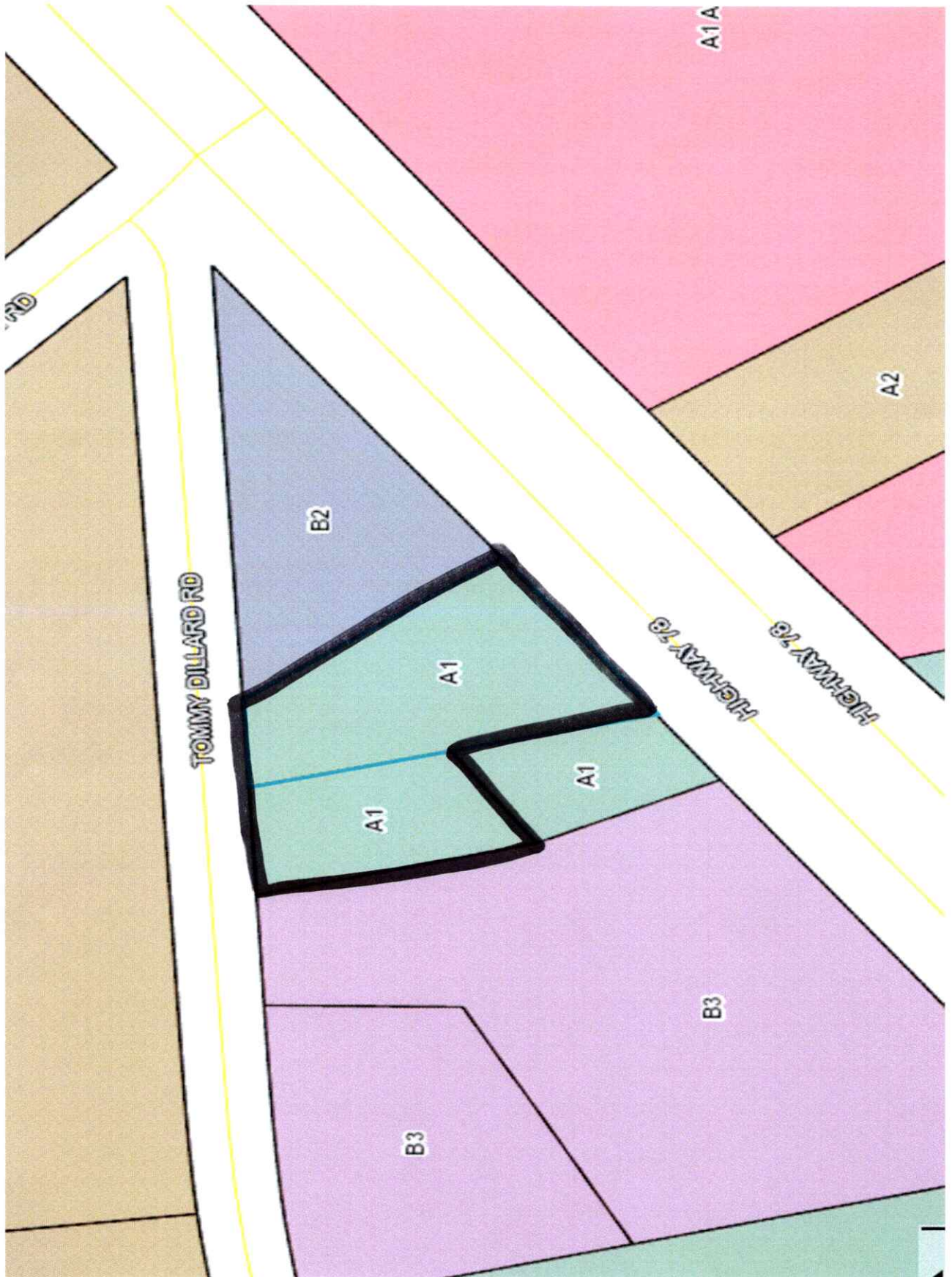
Z21120007 - 0 Tommy Dillard & 587 Hwy 78



Z21120007 - 0 Tommy Dillard & 587 Hwy 78



Z21120007 - 0 Tommy Dillard & 587 Hwy 78



Rezone Z21120008 Staff Analysis

Commission District: **2 - Banks**

Planning Commission Hearing Date: **01-06-2022**

Board of Commissioners Hearing Date: **02-01-2022**

Parcel ID: Map C0090003A00

Acreage: 7.00

Parcel ID: Map C0090029B00

Acreage: Appx. 11.383

Applicants:
Henderson Fab LLC
c/o Johnny Henderson
2624 Ivory Road
Loganville, Georgia 30052

Owner of C0090003A00:
James D & Holly S Billingsley
2834 County Line Road
Loganville, Georgia 30052

Owner of C0090029B00:
Norma B Billingsley
4030 Bailey Circle
Loganville, Georgia 30052

Property Location: Green Avenue (11 acres will be divided out of C0090029B00 but does not touch Green Avenue) & Ga Hwy 20 (a small portion touches Bailey Circle)

Current Character Area: Highway Corridor

Current Zoning: A1

Request: Rezone 18.00 acres from A1 to M1 for outdoor storage of steel beams and in the future construct a building for steel fabrication.

NAICS Code	Principal Uses	Suppl. Reg	A	A1	A2	R1	R2	R3	MHP	OI	B1	B2	B3	TC	MUBP	M1	M2
332	Fabricated Metal Product Manufacturing															P	P

Staff Comments/Concerns: If approved, there should be no access to Green Avenue and Bailey Circle.

Site Analysis: The 18.00 + acre tracts are located on Green Avenue & Georgia Hwy 20. The surrounding properties are zoned A1, R1, B2, B3 and M2.

Zoning History: No History

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

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a Commercial Driveway Access Only From GDOT Right of Way of GA Hwy 20 and No Commercial Access from Bailey Circle or Green Avenue.

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

Water Authority: This area is currently served by a 8" water main along Hwy 20 (static pressure: 50 psi, Estimated fire flow available: 1,100 gpm @ 20 psi). and 6" water main along Green Avenue. (static pressure: 90 psi, Estimated fire flow available: 470 gpm @ 20 psi). No system impacts anticipated.

Fire Department: No issues

Fire Code Specialist: No comment received

Board of Education: No comment received

Development Inspector: No comment received

DOT Comments: Will require coordination/permitting with GDOT.

Archaeological Information: No comment received

PC ACTION 1/6/2022:

1. Rezone – Z21120008 – Rezone 18.00+ from A1 to M1 for steel fabrication & outside storage– Applicant: Henderson Fab LLC/Owners: James D, Holly S & Norma B Billingsley– Property located on Green Ave & Ga Hwy 20-Map/Parcel C0090003A00 & 29B00 – District 2.

Presentation: Johnny Henderson represented the case. He stated that he owns the property across the street and he just wants to use the property he is asking to be rezoned for steel storage. Pete Myers verified that they would be putting up an 8 ft. privacy fence and would it be the same as what is across the street and Mr. Henderson stated that they were. Mr. Myers also asked about how many times a day would they be going in and out and Mr. Henderson stated maybe 3 or 4 times a day. Timothy Kemp verified that the entrance would be off Highway 20 and they would follow the GDOT guidelines and Mr. Henderson stated that they would.

Speaking: Ken Archer who has 17 acres on Green Avenue stated that he has lived there for 26 years. He stated that his land is agriculture and he has horses. He and his neighbors have concerns that the property around there is residential/agriculture and this rezone will affect the property values greatly and his property is worth a lot of money and with him having a horse farm that the rezone will bring the value down.

Trent Pippin lives in Bailey Circle off Highway 20. His property fronts Bailey Circle and Green Avenue. He feels that this rezone is a disregard to the surrounding property owners and he feels that the rezoning is unnecessary. He stated that there are dozens of properties that they can do steel fabrication and outside storage on and that all this area is

residential He feels that the owners are trying to line their pockets. He stated that nobody would want steel in their back yard and he would like the Commission to vote no.

Floyd Harris who lives on Green Avenue stated that property values will be destroyed and that Bailey Circle is strictly residential. He has concerns about noise and traffic and the safety of kids.

Sidney Gordon who lives on Bailey Circle stated that he understands Highway Corridor but he moved here to retire and he is going to be retired this year. He has concerns about the traffic because is already so bad on Highway 20 and he has concerns about the water flow because Sandy Creek starts here.

Ronnie Nagimesi stated that he lives on Green Avenue right at the bottom of Green Avenue. He stated that this house is on a well. He is concerned about pollution and that more traffic going up and down the road at 60 miles an hour. He stated that the people are in a hurry trying to get in an out and this will cause a big danger. He also has concerns about construction and drainage.

Charna Parker, Director of Walton County Planning & Development, showed the plat that was turned in to the adjacent property owners and explained that she thinks the confusion is that the adjacent property owners feel that this will touch Green Avenue.

Mr. Henderson came back for rebuttal and stated that he would be coming off Highway 20 and that he is only going to be storing steel right now and he will be putting up a privacy fence.

James Billingsley stated that 7 acres is on Highway 20 and that there will be 11 acres taken out of the property on Green Avenue but the 11 acres that are being divided does not touch Green Avenue. Mr. Billingsley stated that this was originally a 25-acre piece of land. In 1981, his grandfather had this land and that Bailey Circle is named after his mother. He stated that the property next to this was zoned M2 about 6 months ago. He stated that there would be no access to Green Avenue or Bailey Circle. He stated that this mother lives across the street.

The Applicant stated they understand why a sign was put on Green Avenue. There is a 42-acre tract of land on Green Avenue of which 11 acres are to be divided off, but the 11

acres does not touch Green Avenue. Since this is the parent parcel, a sign needed to be posted.

Recommendation: Pete Myers made a motion to recommend approval with condition that there be a requirement for a 100 ft. buffer around the perimeter with a second by Wesley Sisk. The motion carried unanimously.

Rezone Application # Z21R0008

Planning Comm. Meeting Date 1/6/2022 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 2/1/2022 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel ~~C0090-029B0-0~~

C0090003 ADD

Applicant Name/Address/Phone #

Henderson Fab, Johnny Henderson, Pres

2624 Ivory Rd.

Loganville, GA 30052

Phone # 770-922-1678

Property Owner Name/Address/Phone

James D. and Holly S. Billingsley

2834 County Line Rd

Covington, GA 30014

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

Phone # 770-364-3000

Location: GA Hwy 20 South of Loganville Requested Zoning M1 Acreage 7.0

Existing Use of Property: Vacant Land, zoned A-1

Existing Structures: None

The purpose of this rezone is To allow for outdoor storage of steel beams.

The company, at a later date, may erect a building for steel fabrication.

Property is serviced by the following:

Public Water: Yes Provider: Walton County, WSA Well: No

Public Sewer: No Provider: _____ Septic Tank: Not yet

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

Signature _____ Date 12/21 Fee Paid \$ 650

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 B3
East A1 West M2

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

Commission District: 2-Banks Watershed: Big Hammes W-P1 TMP /

I hereby withdraw the above application _____ Date _____

Rezone Application # 221120008

Planning Comm. Meeting Date 1/6/2022 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 2/1/2022 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0090-029B0-0

Applicant Name/Address/Phone #

Henderson Fab, Johnny Henderson, Pres

2624 Ivory Rd.

Loganville, GA 30052

Phone # 770-922-1678

Location: GA Hwy 20 South of Loganville

Existing Use of Property: Vacant Land, zoned A-1

Existing Structures: None

The purpose of this rezone is To allow for outdoor storage of steel beams.

The company, at a later date, may erect a building for steel fabrication.

Property is serviced by the following:

Public Water: Yes Provider: Walton County, WSA Well: No

Public Sewer: No Provider: _____ Septic Tank: Not yet

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

Signature

Date

12/21

Fee Paid

\$ No additional fee

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 B2 B3 South A1 R1
East A1 M2 West A1

Comprehensive Land Use: _____

DR1 Required?

Y _____ N /

Commission District: 2 - Banks

Watershed: Big Haynes

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: Henderson Fab - Johnny Henderson, Pres.

Address: 2624 Ivory Rd, Loganville, GA 30052

Telephone: 770-922-1678

Location of Property: GA Hwy 20, South of Loganville

Loganville, GA 30052

Map/Parcel Number: C0090-003A-0 and C0090-029B0-0

Current Zoning: A-1 and A-1 Requested Zoning: M-1

Holly S. Billingsley
Property Owner Signature

Norma B. Billingsley
Property Owner Signature

Print Name: James D. and Holly S. Billingsley

Print Name: Norma B. Billingsley

Address: 2834 County Line Rd, Covington, GA 30014 Address: 4030 Bailey Circle, Loganville, GA 30052

Phone #: 770-364-3000

Phone #: 404-309-0639

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.

Melanie J. Sears
Notary Public

12-2-2021
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;
 - M-2 Proposed manufacturing of wooden floor trusses
 - A-1 Agricultural / Residential / Churches
 - M-1 Steel Fabrication
 - B-3 Outdoor Storage - automobiles / steel beams
 - B-2 Tree Service

- 2. The extent to which property values are diminished by the particular zoning restrictions;
 - Property values should not be diminished.
 - There will be plenty of wooded buffer between this property and residential properties.

- 3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
 - This change in zoning will increase the value of this property and provide jobs and increased tax revenue.
 - This should help improve general welfare of the county without hurting the health or safety of the community.

- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
 - Use of this land by Henderson Fab shall allow the company to grow and add good paying jobs for the community, in addition to increasing property tax revenue.

5. The suitability of the subject property for the zoned purposes; and
The property is located conveniently close to our steel fabrication facility. It has direct access to a state highway.

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property_
It has been vacant for more than 50 years, possibly as long as as 100 years. There are no high density residential developments nearby. Adjacent properties on the highway and across GA Hwy 20 have been developed for commercial use.

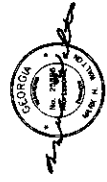
"NOT FOR FINAL RECORDING"

PROPOSED ZONING: M-1
 PROPOSED USE: OUTDOOR STORAGE OF STEEL
 & FUTURE FABRICATION BUILDING

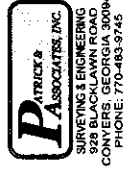
Note: Any and all State waters located on this property are subject to State and county buffers.

OWNER:
 PARCELL COMMUNITY & DEVELOPMENT
 JAMES DANIEL BILKINSLEY & HOLLY S. BILKINSLEY
 P.O. BOX 128
 WILSON, GA 30095
 (770) 433-1077 & (800) 370-2626
 BR 143, PG 31

APPLICANT:
 JOHN HENDERSON
 4702 BRIDGEVIEW ROAD, NE
 ATLANTA, GA 30341
 PH: 770-422-4463



ZONING CONCEPT PLAN FOR
JOHNNY HENDERSON
 LAND LOT 248 - 4TH DISTRICT
 WALTON COUNTY, GEORGIA
 DATE OF FIELD WORK: 12-14-2021
 DATE OF PLAN PREPARATION: 12-15-2021
 EQUIPMENT USED: TRIMBLE 56
 100 0 100 200 300
 GRAPHIC SCALE - 1 INCH = 100 FEET



GSB NO. 71-995
 DMC. NO. 35602

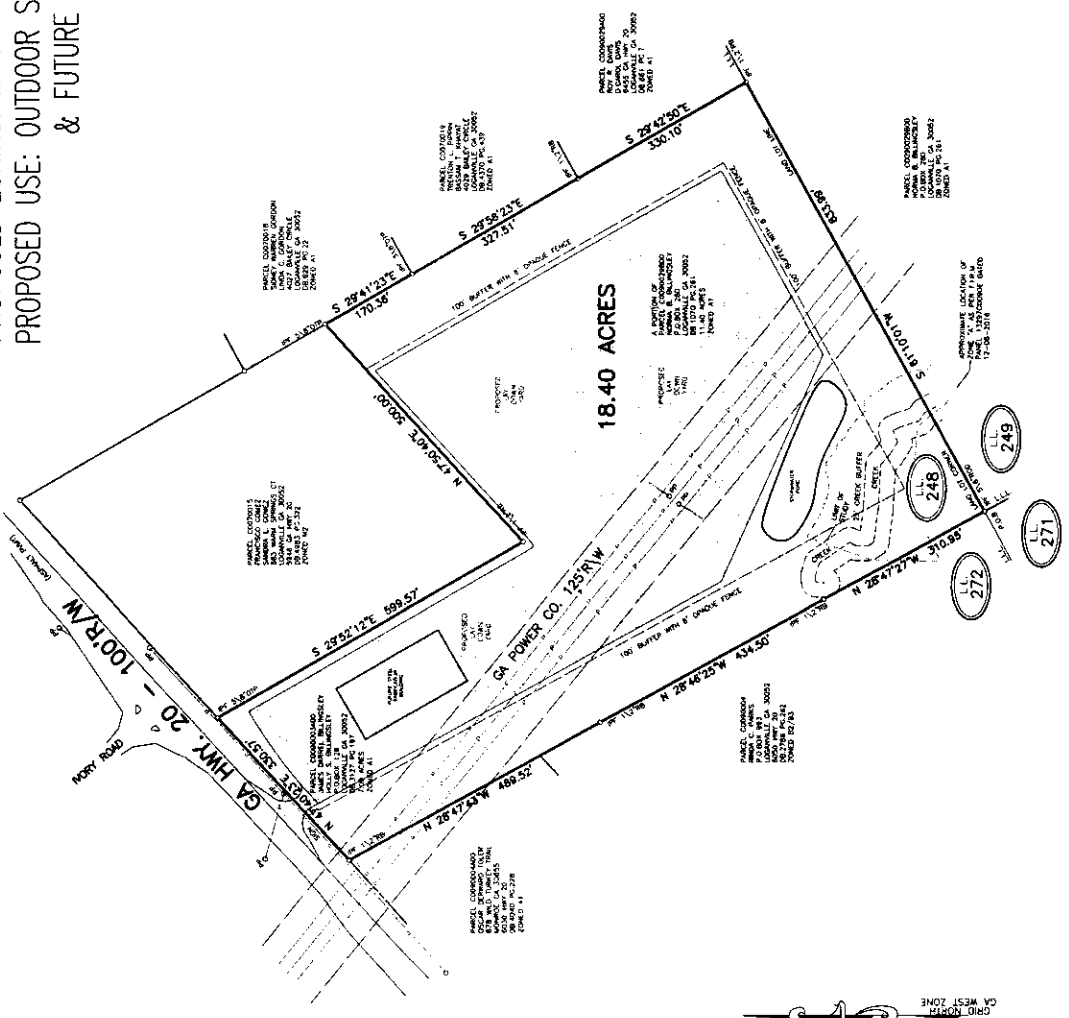


LOCATION MAP

This property is in a ZONE A Federal Flood Area as indicated by the Flood Map No. 13297-G-0000E, Dated 1-26-2016.

- GENERAL NOTES:**
- ALL DIMENSIONS IN FEET AND DECIMALS THEREOF.
 - TOTAL NUMBER OF LOTS = 1
 - WATER PROVIDED BY WALTON COUNTY.
 - ZONING: M-1 (GENERAL MANUFACTURING, SETBACK, FENCE).
 - BEYOND ALL NEIGHBORHOOD AND ZONING.
 - DRAWN BY: JH
 - SHEET # OF 1

- TEXT LEGEND:**
- IRON PIN FOUND
 - OPEN TOP PIPE
 - REBAR
 - CONCRETE
 - GAS VALVE
 - OVERHEAD POWER
 - POWER POLE
 - UTILITY
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - BUILDING LINE
 - CENTRAL LINE
 - RIGHT-OF-WAY



18.40 ACRES



O-DENOTES IRON PIN SET



2624 IVORY ROAD LOGANVILLE, GA 30052
(770) 922-1678, Ext 1006 FAX: (770) 918-8329

December 3rd 2021

Henderson Fab, LLC
2624 Ivory Rd
Loganville, GA 30052

To whom it may concern,

This letter is to state that we intend and plan to use the land to store steel beams and tubing.

Sincerely,

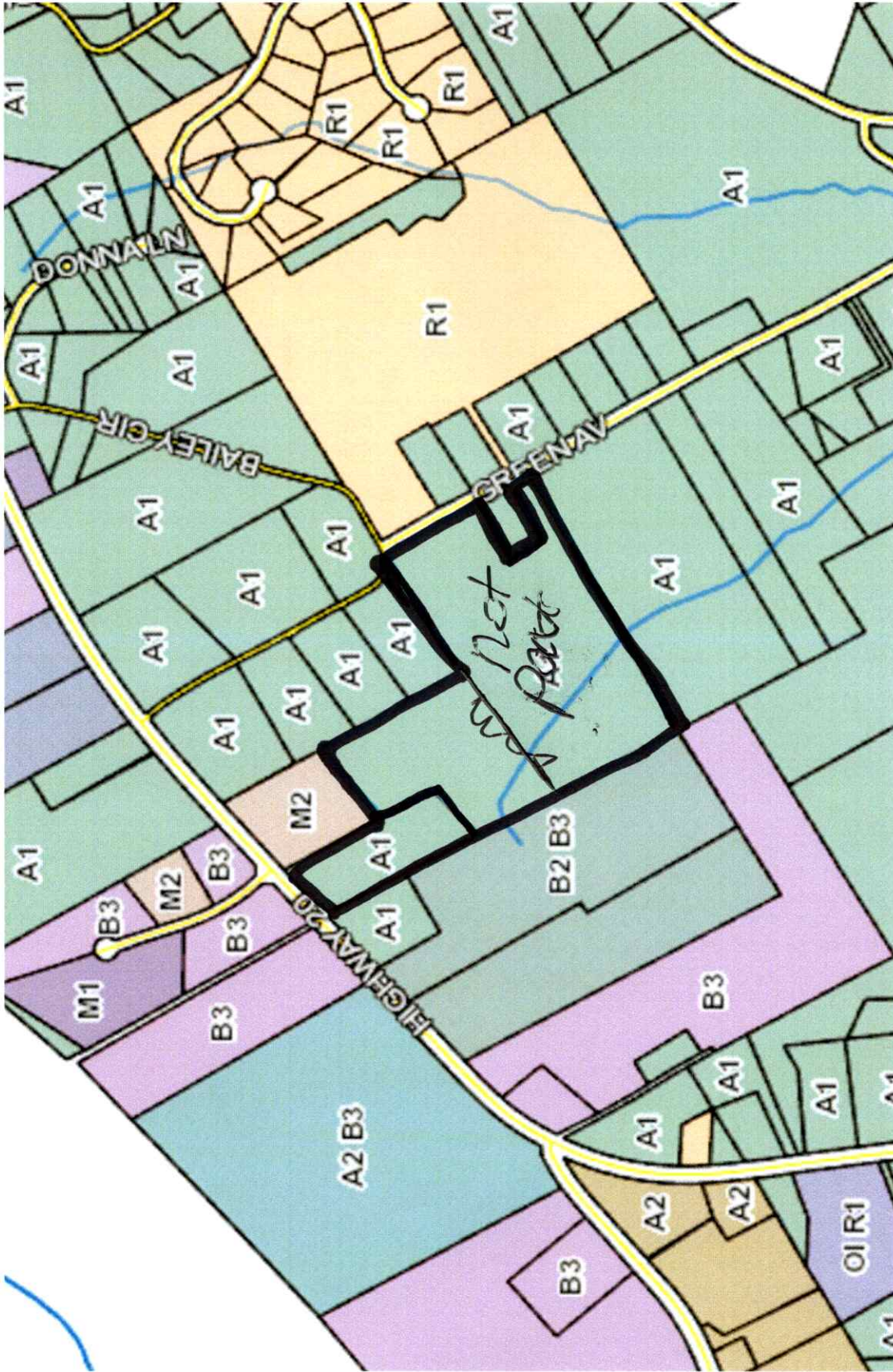
Johnny Henderson

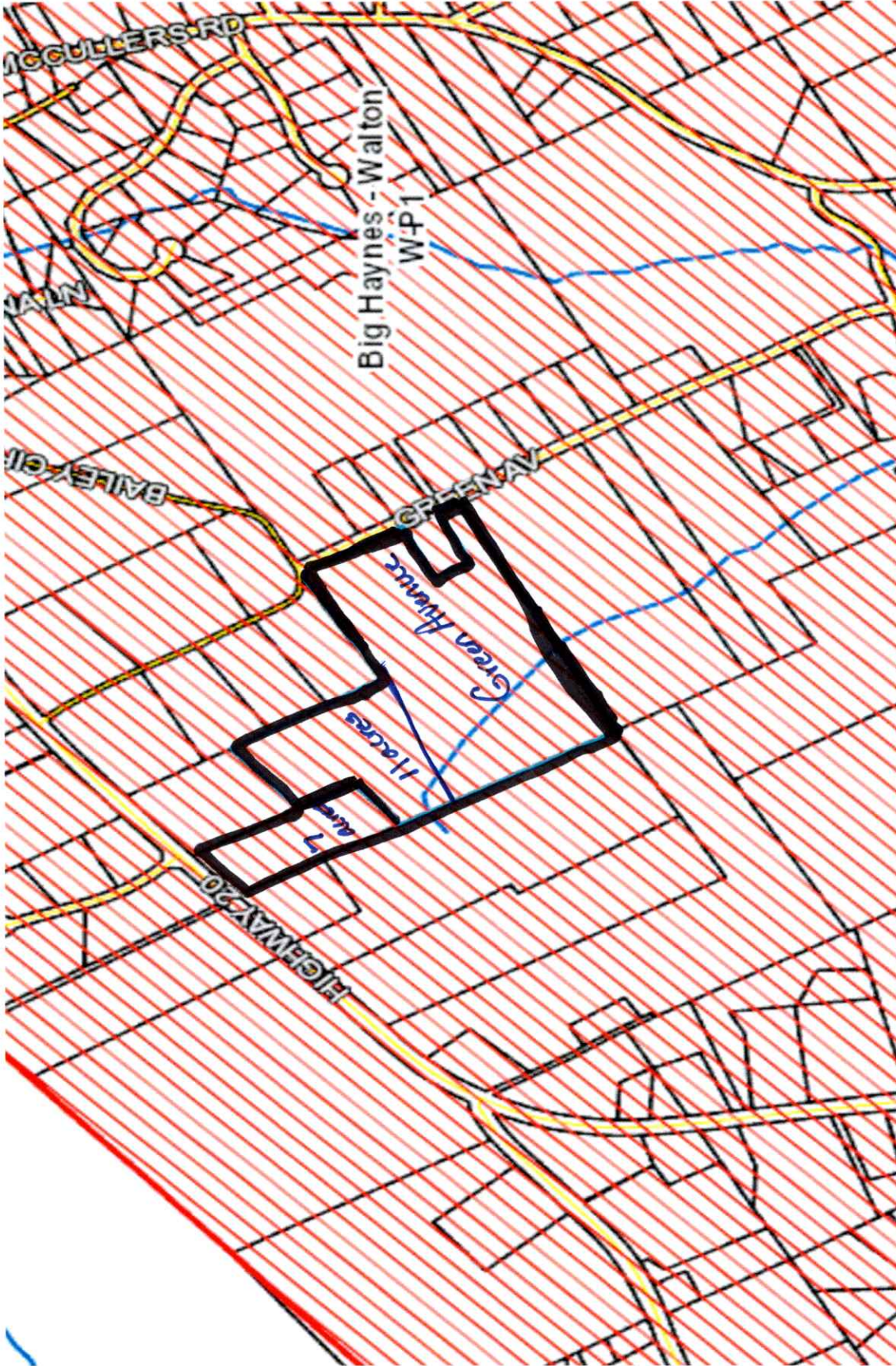
A handwritten signature in black ink, appearing to read "Johnny Henderson", written in a cursive style.

Owner

Henderson Fab, LLC

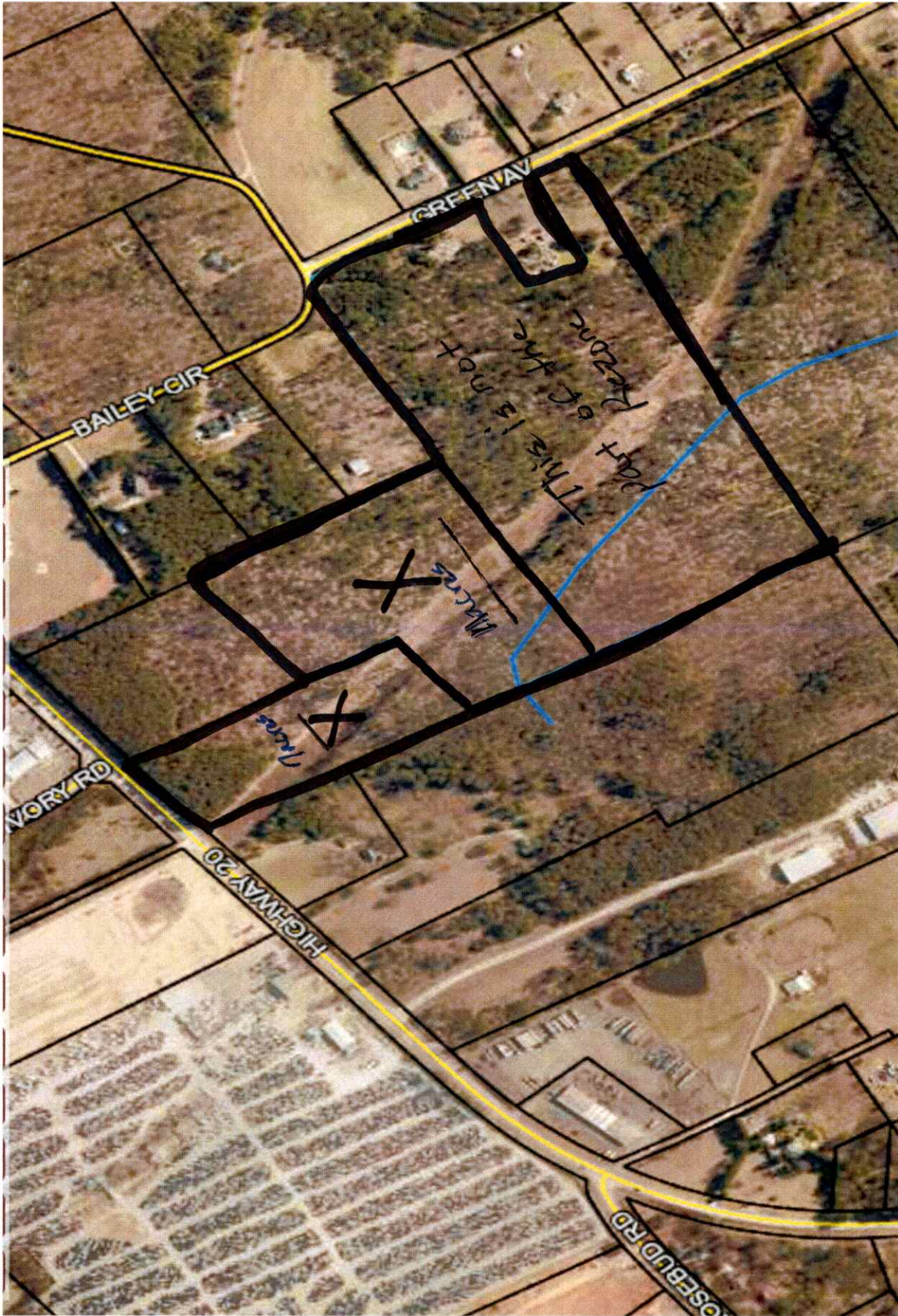
Z21120008 – 0 Green Ave & 0 Hwy 20





Z21120008 - 0 Green Ave & 0 Hwy 20

Z21120008 - 0 Green Ave & 0 Hwy 20



Z21120008 – 0 Green Ave & 0 Hwy 20





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

Bailey Cir ReZoning

1 message

Sonya Pippin <juniorpippinrucking@gmail.com>
To: tracie.malcom@co.walton.ga.us

Tue, Jan 4, 2022 at 8:59 AM

Planning and Zoning Committee of Walton County,

This is a letter of concern regarding the rezoning of Green Ave and Hwy 20. My name is Trent Pippin and I reside with my family at [4029 Bailey Circle Loganville GA](#). I have very serious concerns when it comes to this rezoning. I understand the rezoning for the portion of the property that fronts Hwy 20 to M2, this portion however, despite the name, doesn't front Hwy 20 at all. This lot fronts Bailey Circle and Green Ave. both streets are solely residential properties. this rezoning is a blatant disregard for all the surrounding residential properties and is an attempt by Mrs. Billingsley to line her own pockets at everyone else's expense. Being she is asking 4x what the property is worth she has decided the only way to get that absurd asking price is to rezone her neighborhood industrial. The problem with that is its going to greatly devalue the surrounding residential properties. No one would want to buy a home next to a steel yard. I stand to lose six figures of equity in my home alone. This track of land should be reserved as residential to uphold the integrity of the value of the residential properties that surrounds that property on three sides. There are several industrial properties within 5 miles of that steel manufacturing company they could acquire. This is an unnecessary and very damaging rezoning request and should be rejected by the board. When you are voting for this disgrace of a proposal ask yourself how you would vote if you lived on Bailey Circle or Green Ave and vote accordingly.

Trent Pippin

770-241-4992

--

Trent Pippin Trucking LLC
[213 Camden Industrial Pkwy Nw](#)
[Conyers Ga 30012](#)

AN ORDINANCE OF WALTON COUNTY, GEORGIA OA21120009

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 12/03/2021

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 08/03/2021

Errata #1 – Amendment to Article 4, Part 3 Section 160 – Add guidelines for 5 acre lots in A, A1, A2, and R1 with minimum 40’ frontage.

Errata #2 – Amendment to Article 6 to better define campgrounds and RV Parks/Vacation Camps (19)

Errata #3 – Amendment to Article 4, part 2 Section 120 - Open Space Conservation Development Overlay District (OSC) to add minimum lot size

Errata #4 – Amendment to Article 4, Part 2 Section 140 RND guidelines-amendment to Require minimum lot width of 100 ft, minimum lot size of 15,000 sq. ft. And minimum distance between buildings from 20’ to 30’

Adopted by the Walton County Board of Commissioners this February 1, 2022.

David G Thompson, Chairman
Walton County Board of Commissioners
Walton County, Georgia

Attest:

Rhonda Hawk, County Clerk
Board of Commissioners
Walton County, Georgia

Chris Atkinson
County Attorney
Walton County, Georgia

PC ACTION 1/6/2022

1. Amendment: OA21120009 – Amendment to Walton County Land Development Ordinance per Errata Sheet dated 12/03/2021.

Errata #1 – Amendment to Article 4, Part 3 Section 160 – Add guidelines for 5 acre lots in A, A1, A2, and R1 with minimum 40’ frontage.

Errata #2 – Amendment to Article 6 to better define campgrounds and RV Parks/Vacation Camps (19)

Errata #3 – Amendment to Article 4, part 2 Section 120 - Open Space Conservation Development Overlay District (OSC) to add minimum lot size

Errata #4 – Amendment to Article 4, Part 2 Section 140 RND guidelines-amendment To require minimum lot width of 100 ft, minimum lot size of 15,000 sq. ft. And minimum distance between buildings from 20’ to 30’

Speaking: Charna Parker, Director, Walton County Planning & Development, read the seven Errata’s and there were no objections. The Planning Commission recommends approval.

Proposed Amendments to Walton County Land Development Ordinance adopted 05-03-2016				
Errata Sheet dated 12-03-2021				
No.	Article	Part	Section	Change
1	4	3	160	Add guidelines for 5 acre lots in A, A1, A2 and R1 with minimum 40' frontage
2	6			Amend Article 6 to better define campgrounds and RV Parks/Vacation Camps
3	4	2	120	Amendment to Section 120 - Open Space Conservation Development Overlay District (OSC) to add minimum lot size
4	4	2	140	Amend RND guidelines to - Amendment to require minimum lot width of 100 ft., minimum lot size of 15,000 sq ft and minimum distance between buildings from 20' to 30'

Errata #1 Amend Article 4 part 3 Section 160

Section 160 Minimum Lot Size and Maximum Lot Coverage

1. Facility - Public Sewer and Public Water

Land Development District and Type of Dwelling	Minimum Lot Area (Square Feet)*	Minimum Lot Size per Dwelling Unit (Square Feet)**	Minimum Lot Width (Feet)***	Maximum Impervious Surface (%)
A Agricultural	5 ac	5 ac	300	15
A1 Single-Family	43,560 (1 ac)	43,560 (1 ac)	100	15
A2 Single-Family	32,670 (3/4 ac)	32,670 (3/4 ac)	100	15
R1 Single-Family	21,780	21,780 (7-6-04)	100	40
R2 Two-Family	30,000	15,000	100	40
R3 Multi-Family	10 ac.	1/6 acre	150	40
MHP Per Unit	20 ac.	17,000.	100	25
O-I	15,000	NA	100	75
B1	15,000	NA	100	75
B2	15,000	NA	100	75
B3	15,000	NA	100	75
M1	15,000	NA	100	75
M2	15,000	NA	100	75

2. Facility - Public Sewer and Well

Land Development District and Type of Dwelling	Minimum Lot Area (Square Feet)*	Minimum Lot Size per Dwelling Unit (Square Feet)**	Minimum Lot Width (Feet)***	Maximum Impervious Surface (%)
A Agricultural	5 ac	5 ac	300	15
A1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	150	15
A2 Single-Family	87,120 (2 ac)	87,120 (2 ac)	150	15
R1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	150	40
R2 Two-Family	87,120 (2 ac)	43,560 (1 ac)	150	40
R3 Multi-Family	NA	NA	NA	NA
MHP	87,120 (2 ac)	87,120 (2 ac)	100	25
O-I	25,500	NA	100	75
B1	25,500	NA	100	75
B2	25,500	NA	100	75
B3	25,500	NA	100	75
M1	25,500	NA	100	75
M2	25,500	NA	100	75

**See district for restrictions on subdivisions.

*** The minimum lot width shall be measured at the minimum required front setback. For lots located on cul-de-sacs or eyebrows, the minimum lot width at the minimum required front setback line shall not be not less than fifty (50) feet. The minimum road frontage for all lots shall be forty (40) feet. (5-2-06)

***Lots 5 acres or larger shall be allowed in the A, A1, A2 and R1 zoning districts with a minimum 40' frontage on an existing county road. The required front, side and rear yard setbacks will be measured at the point where the lot widens into the buildable area,**

3. Facility – Septic Tank and Public Water

Item 5.1.

Land Development District and Type of Dwelling	Minimum Lot Area (Square Feet)*	Minimum Lot Size per Dwelling Unit (Square Feet)**	Minimum Lot Width (Feet)***	Maximum Impervious Surface (%)
A Agricultural	5 ac	5 ac	300	15
A1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	150	15
A2 Single-Family	65,340 (1.5 ac)	65,340 (1.5 ac)	150	15
R1 Single-Family	43,560 (1 ac)	43,560 (1 ac)	150	40
R2 Two-Family	43,560 (1 ac)	21,780 (0.5)	150	40
R3 Multi-Family	NA	NA	NA	NA
MHP	43,560 (1 ac)	43,560 (1 ac)	150	25
O-I	25,500	25,500	100	75
B1	25,500	25,500	100	75
B2	25,500	25,500	100	75
B3	25,500	25,500	100	75
M1	25,500	25,500	100	75
M2	25,500	25,500	100	75

4. Facility - Septic Tank and Well

Land Development District and Type of Dwelling	Minimum Lot Area (Square Feet)*	Minimum Lot Size per Dwelling Unit (Square Feet)**	Minimum Lot Width (Feet)***	Maximum Impervious Surface (%)
A Agricultural	5 ac	5 ac	300	15
A1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	200	15
A2 Single-Family	87,120 (2 ac)	87,120 (2 ac)	200	15
R1 Single-Family	87,120 (2 ac)	87,120 (2 ac)	200	40
R2 Two-Family	87,120 (2 ac)	43,560 (1 ac)	200	40
R3 Multi-Family	NA	NA	NA	NA
MHP	87,120 (2 ac)	87,120 (2 ac)	200	25
O-I	25,500	25,500	100	75
B1	25,500	25,500	100	75
B2	25,500	25,500	100	75
B3	25,500	25,500	100	75
M1	25,500	25,500	100	75
M2	25,500	25,500	100	75

**See district for restrictions on subdivisions.

*** The minimum lot width shall be measured at the minimum required front setback. For lots located on cul-de-sacs or eyebrows, the minimum lot width at the minimum required front setback line shall not be not less than fifty (50) feet. The minimum road frontage for all lots shall be forty (40) feet. (5-2-06)

***Lots 5 acres or larger shall be allowed in the A, A1, A2 and R1 zoning districts with a minimum 40' frontage on an existing county road. The required front, side and rear yard setbacks will be measured at the point where the lot widens into the buildable area.**

Errata #2 Amend Article 6 to better define campgrounds and RV parks/Vacation Camps

Recreational ~~Vehicle~~—Parks and Vacation Camps Campgrounds, Private (19)

NAICS 721214 Recreational and vacation camps comprises establishments primarily engaged in operating overnight recreational camps, such as children's camps, family vacation camps, hunting and fishing camps, and outdoor adventure retreats, that offer trail riding, white water rafting, hiking, and similar activities. These establishments provide accommodation facilities, such as cabins and fixed campsites, and other amenities, such as food services, recreational facilities and equipment, and organized recreational activities.

- A. The number and location of access drives shall be controlled for traffic safety and protection of surrounding properties; no camping or trailer space shall be designed for direct access to a street outside the boundaries of the park, and the principal interior access drives shall be at least 30 feet in width, dust free or treated to reduce dust.
- B. The minimum area for a trailer or camping site shall be maintained in accordance with the approved plan and with corners of each site visibly marked and numbered by a permanent marker.
- C. The park or campground shall be surrounded by a landscaped strip of open space 100 feet wide along the street frontage and 50 feet wide along all lot lines.

- D. Proper provision shall be made for storage and refuse collection. Water and sanitary facilities, if provided, shall be subject to approval by the Walton County Health Department.
- E. No camp patron shall be allowed to maintain and/or use the camping site or facilities of any camp permitted under this Section for a period longer than 90 days in any one calendar year.

Recreational Vehicle Park and Campgrounds(19)

NAICS 721211 Recreational Vehicle Parks and Campgrounds comprises establishments primarily engaged in operating sites to accommodate campers and their equipment, including tents, tent trailers, travel trailers, and RVs (recreational vehicles). These establishments may provide access to facilities, such as washrooms, laundry rooms, recreation halls, playgrounds, stores, and snack bars. Example of uses Campgrounds, campsites, RV and travel trailer campsites.

- A. Recreational Vehicle Parks. In any district where recreational vehicle parks are permitted, the applicant shall submit a layout of the park subject to the following conditions:
1. No recreational vehicle park shall be located except with direct access to a county, state or federal highway, with a minimum lot width of not less than fifty feet for portion used for entrance and exit. No entrance or exit shall be through a residential district, or shall require movement of traffic from the park through a residential district.
 2. The minimum lot area per park shall be five (5) acres.

3. The park shall be surrounded by a landscaped strip of open space 100 feet wide along the street frontage and 50 feet wide along all lot lines

4. Spaces in recreational vehicle parks may be used by recreational vehicles provided they meet any additional laws and ordinances of the County and shall be rented by the day or week only, and a recreational vehicle occupying the same space shall remain in the same park for a period of not more than **thirty** days.

B. Management headquarters, recreational facilities, toilets, showers, laundry facilities and other uses and structures customarily incidental to operation of a park are permitted as accessory uses in any district in which parks are allowed, provided:

1. Such establishments and the parking area primarily related to their operations shall not occupy more than ten (10) percent of the area of the park.
2. Such establishments shall be restricted in their use to occupants of the park.
3. Such establishments shall present no visible evidence of their commercial character that would attract customers other than occupants of the park.

F. No space shall be so located that any part intended for occupancy for sleeping purposes shall be within eighty (80)

feet of the right-of-way line of any county, state or federal road.

G. In addition to meeting the above requirements, the recreational vehicle park site plan shall be accompanied by a certificate of approval of the Walton County Health Department.

Errata # 3 - Section 120 Open Space Conservation Development Overlay District (OSC)

A. Types of OSC Developments

The following types of Open Space Conservation (OSC) Developments are authorized as overlay districts in A1, A2 or R1 districts only by these regulations. They shall contain no less than five (5) lots with minimum land area for the district as follows:

1. Without shopping facilities: Ten (10) acres.
2. With shopping facilities: One hundred (100) acres.

B. General Design Standards

1. The streets shall be designed and located in such a manner as to maintain and preserve natural topography to minimum cut and fill. The Director shall approve street grade.
2. The development shall maintain or create a buffer of natural vegetation of at least fifty (50) feet in width adjacent to perennial streams, surface waters and wetlands.
3. A one hundred (100) foot non-buildable buffer is required along the road frontage of existing streets to screen homes from the existing public road. A fifty (50) foot transitional buffer is required around the perimeter except where property abuts a residential subdivision. (10-4-05) If the buffer is provided within the required setback it shall not be included in the required open space.

4. Density:

For lots serviced by septic:

- a. In A1 districts the density shall not exceed one (1) unit per 2 acres. The minimum lot size shall be 25,500 sq. ft. and depend upon approval of the Health Department.
- b. In A2 districts the density shall not exceed one (1) unit per 1.5 acres. The minimum lot size shall be 25,500 sq. ft. and depend upon approval of the Health Department.
- c. In R1 districts the density shall not exceed one (1) unit per 1.0 acre. The minimum lot size shall be 25,500 sq. ft. and depend upon approval of the Health Department.

For lots serviced by Sewer:

- a. In A1 districts the density shall not exceed one (1) unit per 1 acre. The minimum lot size shall be 15,000 sq. ft.
- b. In A2 districts the density shall not exceed one (1) unit per ¾ acre. The minimum lot size shall be 15, 000 sq.ft.

c. In R1 districts the density shall not exceed one (1) unit per $\frac{1}{2}$ acre. The minimum lot size shall be 15,000 sq .ft.

Errata #4 Article 4 Section 140 RND guidelines-amendment to require minimum lot width of 100 ft., minimum lot size and minimum distance between buildings from 20' to 30'

Section 140 Residential Neighborhood Development Overlay District (RND)

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:

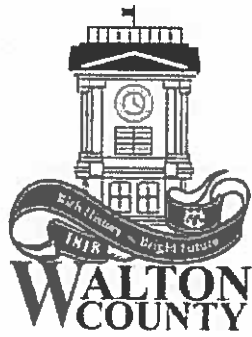
- 1. A quality residential environment in close proximity to a major employment center.
 - 2. More diversity in residential patterns;
 - 3. Creativeness and innovation in land planning;
 - 4. Quality development of attractive and cohesive design;
 - 5. Respect for natural resources and environmental 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
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.
 - d. Minimum lot width 100'**

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)~~ thirty (30) 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 two thousand (2,000) square foot ranch; twenty-four hundred (2,400) square foot 2-story 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.

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 2 dwelling units per gross acre of land. Minimum lot size shall be 15,000 square feet.
3. Street Trees shall be prohibited within any rights-of-way to be dedicated to Walton County. (10-2-18)



Walton County Planning and Development Department

303 S. Hammond Drive, Suite 98 – Monroe, GA 30655
Office: (770) 267-1485, Fax: (770) 267-1407

January 11, 2022

To: Chairman Thompson

From: Charna Parker 
Director, Planning and Development

Re: Town of Between
Annexation Request dated 1-04-2022

Parcel C06101330DP & C0610133 19.04 +/- acres
Applicant: Rosewood Development Company LLC
Property Owner: Rosewood Development Company LLC

Property located at GA10/ US 78 at Rosewood Circle
Proposed Annexation request is in accordance with O.C.G.A. § 36-36-6, O.C.G.A. § 36-36-9, and O.C.G.A. § 36-36-111.



TOWN OF BETWEEN GEORGIA

1926 New Hope Church Road

PO Box 46

Monroe Georgia 30655

townofbetweenga.com

January 4, 2022

Walton County Board of Commissioners

111 South Broad Street

Monroe, Georgia 30655

Re: #A2022-001

Parcel C06101330DP & C0610133 (19.04 acres)

GA10 / US78 at Rosewood Circle

Monroe, Georgia 30655

Dear Commissioners:

Please be advised that the Mayor and Council of the Town of Between, Georgia, by authority vested in the Mayor and Council of the Town of Between, Georgia by Article 2 of Chapter 36, Title 36, O.C.G.A., has accepted applications to annex the property hereinafter described.

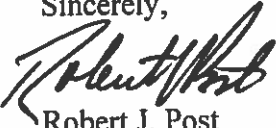
This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the Town of Between, in accordance with O.C.G.A. 36-36-6, O.C.G.A. §36-36-9, and O.C.G.A. §36-36-111.

Enclosed is a copy of Annexation Application (A2022-001) for approximately 19.04 acres, Map & Parcel C06101330DP & C0610133 located at GA10 / US 78 and Rosewood Circle by Kris Rosendahl (Rosewood Development Company, LLC). The property owner is Kris Rosendahl. The current zoning is B2.

Pursuant to O.C.G.A. §36-36-7 and O.C.G.A. §36-36-9, you must notify the governing authority of the Town of Between, in writing and by certified mail or statutory overnight delivery, return receipt requested, of any county facilities or property located within the boundaries of the area to be annexed, within five (5) business days of receipt of this letter. Further, pursuant to O.C.G.A. § 36-36-113 you must notify the governing authority of the Town of Between, in writing and by certified mail or statutory overnight delivery, return receipt requested of any objection to the

annexation. Said objection must be received by the governing authority of the Town of Between not later than the end of the thirtieth calendar day following receipt of this notice.

Sincerely,



Robert J. Post

Mayor

Town of Between

Enclosures

RJP



TOWN OF BETWEEN GEORGIA

1926 New Hope Church Road

PO Box 46

Monroe Georgia 30655

townofbetweenga.com

REQUEST FOR ANNEXATION

A PETITION TO ANNEX PROPERTY INTO THE TOWN OF BETWEEN, GEORGIA

APPLICANT INFORMATION

NAME: Rosewood Development Company, LLC
 ADDRESS: 513 Plantation Park Dr
 CITY: Loganville,
 STATE: Ga ZIP CODE: 30052
 PHONE: 678-665-5736 EMAIL: Kr@rwdonline.com

PROPERTY OWNER INFORMATION*

*(Attach additional pages if necessary to list all owners)

NAME: Rosewood Development Company, LLC
 ADDRESS: 513 Plantation Park Dr
 CITY: Loganville
 STATE: Ga ZIP CODE: 30052
 PHONE: 678-665-5736 EMAIL: Kr@rwdonline.com

Applicant is: Property Owner Contract Purchaser Agent Attorney

CONTACT PERSON: Kris Rosendahl PHONE: 404-392-0390
 EMAIL: Kr@rwdonline.com FAX: na

Application # A 2022-001

APPLICANT'S CERTIFICATION

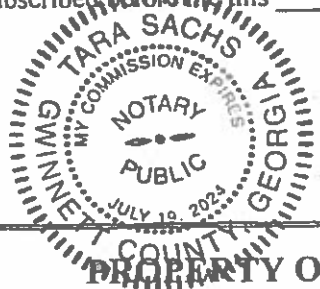
The undersigned hereby certifies that they are authorized by the property owner(s) to make application and that all information contained herein is complete and accurate, to the best of their knowledge.

[Signature]
Applicant's Signature Date
Kris Rosendahl - owner 12/1/21

Print Name and Title

Sworn to and subscribed before me this 1st day of December, 2021.

(Seal)



Tara Sachs
Signature of Notary Public

PROPERTY OWNER'S CERTIFICATION

(Complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that applies)

- A. the owner of record of property contained in this application, and/or
- B. the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

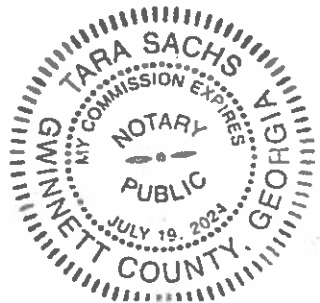
that all information contained in this application is complete and accurate to the best of their knowledge.

[Signature]
Owner's Signature Date
Kris Rosendahl 12/1/21

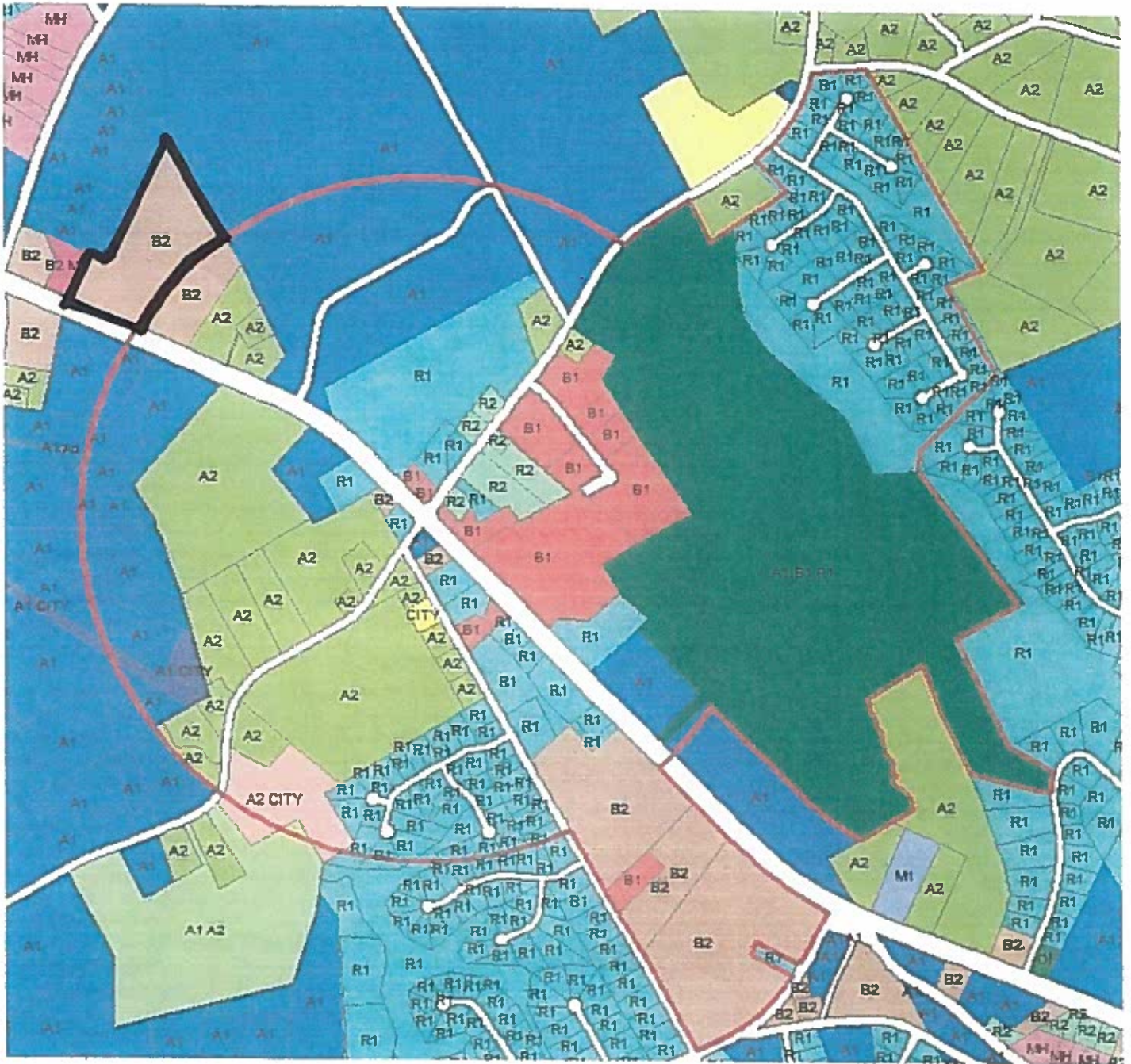
Print Name and Title

Sworn to and subscribed before me this 1st day of December, 2021.

(Seal)



Tara Sachs
Signature of Notary Public



Walton County is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
WALTON COUNTY

ON-SYSTEM ROADWAYS

ALL ON SYSTEM ROUTES HAVE BEEN VERIFIED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 10	Loganville	Gwinnett County Line	00.00	300' east of State Route 81	01.83	01.83	45
SR 10	Loganville	300' east of State Route 81	01.83	56' east of Tom Brewer Road (East Loganville City Limits)	02.62	00.79	55
SR 10		56' east of Tom Brewer Road (East Loganville City Limits)	02.62	1003' east of Lee Peters Road (West Between City Limits)	05.74	03.12	55
SR 10	Between	1003' east of Lee Peters Road (West Between City Limits)	05.74	1742' west of Youth Monroe Road (East Between City Limits)	06.76	01.02	50
SR 10		1742' west of Youth Monroe Road (East Between City Limits)	06.76	1373' east of Smith Road (West Monroe City Limits)	08.80	02.04	55
SR 10	Monroe	1373' east of Smith Road (West Monroe City Limits)	08.80	370' east of Cherry Hill Road (East Monroe City Limits)	13.59	04.79	55
SR 10		370' east of Cherry Hill Road (East Monroe City Limits)	13.59	Oconee County Line	21.15	07.56	55
SR 10 Business	Monroe	State Route 10	00.00	2077' west of State Route 138	00.44	00.44	45
SR 10 Business	Monroe	2077' west of State Route 138	00.44	100' east of Jackson Street	02.56	02.12	35
SR 10 Business * SCHOOL ZONE * **ATESD**	Monroe George Walton Academy School Days Only	575' west of George Walton Academy Drive	00.99	530' east of George Walton Academy Drive	01.20	00.21	30
SR 10 Business	Monroe	100' east of Jackson Street	02.56	67' west of Milledge Avenue	02.80	00.24	30
SR 10 Business	Monroe	67' west of Milledge Avenue	02.80	168' east of Hammond Drive	03.55	00.75	35
SR 10 Business	Monroe	168' east of Hammond Drive	03.55	State Route 10	04.10	00.55	45

LIST NUMBER 0297-01-2022

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 11	Social Circle	Newton County Line	00.00	489' south of McGarity Road (North Social Circle City Limits)	05.10	05.10	55
SR 11		489' south of McGarity Road (North Social Circle City Limits)	05.10	260' north of South Madison Avenue (South Monroe City Limits)	11.35	06.25	55
SR 11	Monroe	260' north of South Madison Avenue (South Monroe City Limits)	11.35	417' north of South Madison Avenue	11.38	00.03	55
SR 11	Monroe	417' north of South Madison Avenue	11.38	542' south of Walker Drive	11.84	00.46	45
SR 11	Monroe	542' south of Walker Drive	11.84	157' south of Mears Street	12.48	00.64	35
SR 11	Monroe	157' south of Mears Street	12.48	Alcovy Street	12.86	00.38	30
SR 11	Monroe	Alcovy Street	12.86	Walton Street	13.35	00.49	25
SR 11	Monroe	Walton Street	13.35	150' north of Marable Street	13.58	00.23	30
SR 11	Monroe	150' north of Marable Street	13.58	Mayfield Drive	14.05	00.47	35
SR 11	Monroe	Mayfield Drive	14.05	213' north of Charlotte Rowell Blvd (North Monroe City Limits)	15.02	00.97	45
SR 11		213' north of Charlotte Rowell Blvd (North Monroe City Limits)	15.02	1337' north of Alton Green Road	16.77	01.75	45
SR 11		1337' north of Alton Green Road	16.77	881' north of Mountain Creek Church Road (South End)	17.35	00.58	50
SR 11		881' north of Mountain Creek Church Road (South End)	17.35	Barrow County Line	20.91	03.56	55
SR 12/US 278		Newton County Line	00.00	4957' west of East Hightower Trial (West Social Circle City Limits)	00.65	00.65	55
SR 12/US 278	Social Circle	4957' west of East Hightower Trial (West Social Circle City Limits)	00.65	2833' west of East Hightower Road (West Social Circle City Limits)	01.05	00.40	55
SR 12/US 278		2833' west of East Hightower Road (West Social Circle City Limits)	01.05	Morgan County Line	02.11	01.06	55
SR 20	Loganville	Gwinnett County Line	00.00	State Route 81	00.35	00.35	45
SR 20	Loganville	State Route 81	00.35	State Route 81	00.58	00.23	35
SR 20	Loganville	State Route 81	00.58	State Route 10	01.01	00.43	25
SR 20	Loganville	State Route 10	01.01	304' west of Huntington Drive	01.31	00.30	35

LIST NUMBER 0297-01-2022

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 20	Loganville	304' west of Huntington Drive	01.31	1186' east of N. Sharon Church Road (East Loganville City Limits)	02.05	00.74	45
SR 20		1186' east of N. Sharon Church Road (East Loganville City Limits)	02.05	661' west of Thompson Road	03.26	01.21	45
SR 20		661' west of Thompson Road	03.26	912' west of Center Hill Church Road	05.67	02.41	55
SR 20		912' west of Center Hill Church Road	05.67	1889' west of Irvin Drive	06.70	01.03	45
SR 20		1889' west of Irvin Drive	06.70	Rockdale County Line	07.14	00.44	55
SR 81		Newton County Line	00.00	1214' north of Malcolm Lane (South Walnut Grove City Limits)	02.15	02.15	55
SR 81 * SCHOOL ZONE *	Walnut Grove Walnut Grove Elementary School School Days Only	845' north of Cannon Farm Road	01.51	317' south of Malcolm Lane	01.87	00.36	45
SR 81	Walnut Grove	1214' north of Malcolm Lane (South Walnut Grove City Limits)	02.15	149' south of Habersham Circle	02.40	00.25	45
SR 81	Walnut Grove	149' south of Habersham Circle	02.40	54' south of Park Street	02.95	00.55	35
SR 81	Walnut Grove	54' south of Park Street	02.95	268' south of Michelle Court (North Walnut Grove City Limits)	03.40	00.45	45
SR 81		268' south of Michelle Court (North Walnut Grove City Limits)	03.40	1181' south of Youth-Jersey Road	04.98	01.58	55
SR 81		1181' south of Youth-Jersey Road	04.98	73' north of Atkinson Road	06.17	01.19	45
SR 81 * SCHOOL ZONE *	Youth Middle School School Days Only	774' south of Youth-Jersey Road	05.06	1192' north of Youth-Jersey Road	05.44	00.38	35
SR 81		73' north of Atkinson Road	06.17	750' south of Tig Knight Road	07.83	01.66	55
SR 81		750' south of Tig Knight Road	07.83	230' south of Tig Knight Road (South Loganville City Limits)	07.97	00.14	45
SR 81	Loganville	230' south of Tig Knight Road (South Loganville City Limits)	07.97	State Route 10	09.38	01.41	45
SR 81	Loganville	<i>This segment of roadway runs common with State Route 10 from MP 09.38 to MP 09.77 for a total of 00.39 miles</i>					
SR 81	Loganville	State Route 10	09.77	State Route 20	10.44	00.67	35

LIST NUMBER 0297-01-2022

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 81 * SCHOOL ZONE *	Loganville Bay Creek Elementary School Days Only	310' north of State Route 10	09.83	307' north of Covington Street	10.08	00.25	30
SR 81	Loganville	<i>This segment of roadway runs common with State Route 20 from MP 10.44 to MP 10.68 for a total of 00.24 miles</i>					
SR 81	Loganville	State Route 20	10.68	715' north of Shannon Road	11.76	01.08	45
SR 81	Loganville	715' north of Shannon Road	11.76	964' south of Bay Creek Church Road (North Loganville City Limits)	12.23	00.47	55
SR 81		964' south of Bay Creek Church Road (North Loganville City Limits)	12.23	934' south of Bold Springs Church Road	17.83	05.60	55
SR 81		934' south of Bold Springs Church Road	17.83	1578' south of June Ivey Road	18.77	00.94	45
SR 81		1578' south of June Ivey Road	18.77	Barrow County Line	19.86	01.09	55
SR 83		Morgan County Line	00.00	53' north of Nunnally Shoals Road (South Good Hope City Limits)	03.23	03.23	55
SR 83	Good Hope	53' north of Nunnally Shoals Road (South Good Hope City Limits)	03.23	2382' south of State Route 186	03.49	00.26	55
SR 83	Good Hope	2382' south of State Route 186	03.49	300' north of Jacks Creek Road	04.18	00.69	45
SR 83	Good Hope	300' north of Jacks Creek Road	04.18	754' north of Bearden Road (North Good Hope City Limits)	04.56	00.38	55
SR 83		754' north of Bearden Road (North Good Hope City Limits)	04.56	1390' south of Piedmont Parkway (South Monroe City Limits)	08.19	03.63	55
SR 83	Monroe	1390' south of Piedmont Parkway (South Monroe City Limits)	08.19	1291' south of Piedmont Parkway	08.21	00.02	55
SR 83	Monroe	1291' south of Piedmont Parkway	08.21	State Route 10	08.99	00.78	45
SR 138		Newton County Line	00.00	64' east of Cannon Farm Road	00.82	00.82	45
SR 138		64' east of Cannon Farm Road	00.82	2064' east of Guthrie Cemetery Road (West Walnut Grove City Limits)	01.75	00.93	55

LIST NUMBER 0297-01-2022

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 138	Walnut Grove	2064' east of Guthrie Cemetery Road (West Walnut Grove City Limits)	01.75	1320' west of State Route 81	02.07	00.32	45
SR 138	Walnut Grove	1320' west of State Route 81	02.07	1426' east of State Route 81	02.59	00.52	35
SR 138	Walnut Grove	1426' east of State Route 81	02.59	773' east of Forrester Cemetery Road	02.98	00.39	45
SR 138	Walnut Grove	773' east of Forrester Cemetery Road	02.98	3063' east of Forrester Cemetery Road (East Walnut Grove City Limits)	03.41	00.43	55
SR 138		3063' east of Forrester Cemetery Road (East Walnut Grove City Limits)	03.41	1246' west of Michael Ethison Road	09.26	05.85	55
SR 138		1246' west of Michael Ethison Road	09.26	1025' west of Michael Etchison Road (West Monroe City Limits)	09.30	00.04	45
SR 138	Monroe	1025' west of Michael Etchison Road (West Monroe City Limits)	09.30	State Route 10 westbound on/off ramp	10.44	01.14	45
SR 186	Good Hope	State Route 83	00.00	1290' east of State Route 83	00.25	00.25	45
SR 186	Good Hope	1290' east of State Route 83	00.25	898' west of Jim Edmondson Road (East Good Hope City Limits)	00.70	00.45	55
SR 186		898' west of Jim Edmondson Road (East Good Hope City Limits)	00.70	1056' west of Jones Road	05.94	05.24	55
SR 186		1056' west of Jones Road	05.94	Oconee County Line	06.82	00.88	45
SR 402 I-20	Social Circle	Newton County Line	101.39	Morgan County Line	102.87	01.48	70

OFF-SYSTEM ROADWAYS

ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
AD Farmer Road		Moina Michael Road	Ashe Road	00.60	35
Albert Clark Road		Cornish Mtn Ch Rd	Newton County Line	00.13	25
Alton Green Road		SR 11	Walker Park Drive	00.28	25
Anglin Road		Green Circle	Youth Jersey Road	01.05	35
Ashland Farm Road		Cannon Farm Road	Newton County Line	00.81	25
Atha Circle		SR 81	Atha Circle	02.13	25
Adcock Road		Hester Town Road	Old Monroe Highway	01.15	50
Alcova Drive		South City Limits	Laurel Lane	01.40	45
Alcova Drive	Social Circle	Laurel Lane	W Hightower Trail	00.60	35
Alcova Drive * SCHOOL ZONE *	Social Circle Social Circle Middle-Highschool SCHOOL DAYS ONLY	Laurel Lane	W Hightower Trail	00.60	25
Alcovy Mountain Road		Dean Hill Road	Whitney Road	00.50	50
Alcovy Mountain Road		Whitney Road	State Route 11	01.14	45
Alcovy Station Road		Newton County Line	1320' from Jersey City Limits	02.94	55
Alcovy Station Road		1320' from Jersey City Limits	Jersey City Limits	00.25	50
Alcovy Station Road	Jersey	Social Circle/Jersey Road	City Limits	00.29	45
Alcovy Station Road		Jersey City Limits	Jersey-Social Circle Road	00.30	40
Amber Stapp Studdard Road		Hawkins Academy Road	Knox Chapel Road	01.54	45
Amber Stapp Studdard Road		Knox Chapel Road	East Hightower Trail	00.77	35
Ammons Bridge Road		H.D. Atha Road	Ammons Bridge	02.05	45
Ammons Bridge Road		Culvert	Monroe-Jersey Road	01.34	35
Anne P. Henderson/ Fairplay Drive	Social Circle	Oak Street	900' north of Inglis Street	00.41	25
Anne P. Henderson/ Fairplay Drive	Social Circle	900' north of Inglis Street	600' north of Ronthor Drive	00.37	35
Anne P. Henderson/ Fairplay Drive	Social Circle	600' north of Ronthor Drive	City Limits	00.82	45
Arnold Dairy Farm Road		Whitney Road	Lemons Road	00.50	45
Arnold Dairy Farm Road		Lemons Road	Jersey-Social Circle Road	02.68	55
Ash Road		State Route 83	Brindle Farmer Road	01.40	45
Atkinson Road		State Route 81	Tom Brewer Road	01.43	35

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Bay Creek Church Road		SR 10	SR 81	02.80	50
Bay Creek Road		Lee Byrd Road	Bay Creek Church Road	01.44	35
Bearden Road		Snows Mill Road	Thompson Drive	00.29	35
Bearden Road		Thompson Drive	SR 83	01.93	45
Bethany Church Road		Snows Mill Road	Harry Arnold Road	00.86	45
Bethany Church Road		Harry Arnold Road	The Culvert	00.44	35
Bethany Church Road		The Culvert	Jacks Creek Road	02.38	45
Blasingame Road		Old Monroe/Madison Hwy	Gene Bell Road	00.72	35
Bentley Road		SR 81	Bold Springs Road	00.74	25
Bethel Church Road		Snows Mill road	Jacks Creek Road	01.40	35
Bold Springs Road		Gwinnett County Line	Loth Wages road	00.93	50
Bold Springs Road		Loth Wages road	SR 81	00.44	40
Bold Springs Road		SR 81	Roscoe Davis Road	05.95	50
Bold Springs Road		Roscoe Davis Road	Alton Green Road	00.37	45
Bold Springs Road		Alton Green Road	SR 11	00.44	35
Bradley Gin Road		State Route 10	Sims Bridge Road	03.81	50
Bradley Gin Road		Mt. Vernon Road	Sims Bridge Road	00.80	45
Braswell Church Road		Preston Road	State Route 83	01.84	45
Brindle Farmer Road		Ash Road	Chandler Road	01.12	45
Broach Road		Dry Pond Road	Shoal Creek Road	01.19	50
Broach Spur		Shoal Creek Road	Broach Road	01.11	35
Broadnax Mill Road		Old Broadnax Mill Road	Youth-Monroe Road	02.87	55
Broadnax Mill Road		Youth-Monroe Road	Youth-Jersey Road	01.95	45
Brown Hill Church Road		Mt. Paron Church Road	Pannell Road	01.62	35
Browning Shoals Road		Knox Chapel Road	Social Circle-Fairplay Road	02.22	40
Buck Smith Road		Gum Creek Church Road	State Route 81	00.62	35
Bullock Bridge Road		State Route 81	Bullock Trail	00.60	35
Bullock Bridge Road		Bullock Trail	Piney Grove Road	00.64	45
Bullock Bridge Road		Alcovy River Bridge	Double Springs Road	00.83	35
Bunk Tillman Road		Old Athens Highway	Michael Road	01.14	35
Camp Lake Road		SR 138	Cul-de-sac	00.43	25
Cannon Farm Road		State Route 138	Hill View Drive	01.46	25
Cannon Farm Road		State Route 81	State Route 138	01.84	35
Carl Davis Road		Bold Springs Road	County Road 341	00.78	55
Carl Moon Road		Michael Road	Bradley Gin Road	00.79	35
Cedar Ridge Road		State Route 10	Double Springs Church Road	01.80	35
Center Hill Church Road		State Route 81	Guthrie Road	04.14	55

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Center Hill Church Road * SCHOOL ZONE *	Youth Elementary School SCHOOL DAYS ONLY	345' west of State Route 81	1085' east of Bomac Court	00.25	35
Center Hill Church Road		Guthrie Road	The Culvert	01.22	45
Center Hill Church Road		The Culvert	State Route 20	01.63	55
Centerville Rosebud Road		Gwinnett County Line	State Route 20	00.75	45
Chandler Road		State Route 83	Old Monroe-Madison Highway	02.83	45
Chandler Haulk Road		Johnson Road	Loganville City Limits	00.23	35
Cheek Road		State Route 10	Lockland Road	01.73	50
Chicks Bridge Road		Pannell Road	Mt. Paron Church Road	02.10	35
Church Street	Walnut Grove	State Route 81	Park Street	00.30	25
Clarence Odum Road		Shoal Creek Road	John Stowe Road	01.70	40
Claude Brewer Road		State Route 81	Rabbit Farm Road	01.47	40
Claude Brewer Road		Rabbit Farm Road	Loganville City Limits	01.88	50
Clegg Farm Road		Jersey-Social Circle Road	Social Circle City Limits	00.99	30
Coggins Road		SR 138	SR 138	00.64	25
Cornish Mountain Church Road		Lower Jersey Road	Jersey-Covington Road	01.71	45
Cook Road		Broadnax Mill Road	Youth Jersey Road	00.63	25
County Line Road		Alcovy Station Road	Social Circle City Limits	02.30	45
Cown Road		SR 10/US 78	Piney Grove Road	01.41	35
Criswell Road		State Route 11	Monroe-Jersey Road	01.75	50
Dally Road		Jersey-Social Circle Road	Alcovy Station Road	01.75	35
Daniel Cemetery Road		John Stowe Road	Shoal Creek Road	00.80	45
Darel Drive		Hancock Drive	Davis Academy Road	01.11	45
Davis Academy Road		Morgan County Line	State Route 12	00.54	45
Dean Hill Road		Monroe-Jersey Road	Alcovy Mountain Road	01.50	35
Dial Road		State Route 11	Pannell Road	00.75	55
Double Bridges Road		Old Monroe Madison Hwy	Sheets Cemetery Road	00.60	35
Double Springs Church Road		State Route 11	Friendship Church Road	01.17	45
Double Springs Church Road		Friendship Church Road	New Hope Church Road	03.10	35
Double Springs Road		State Route 81	1500' east of New Hope Church Road	03.60	50
Double Springs Road		1500' east of New Hope Church Road	2290' west of Dewey Hogan Road	01.04	40
Double Springs Road		2290' west of Dewey Hogan Road	Bold Springs Road	01.72	50
Dry Pond Road		Shoal Creek Road	Broach Road	01.68	35

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Dry Pond Road		Broach Road	Mt. Vernon Road	01.33	50
East Hightower Trail		State Route 12	Amber Stapp Studdard Road	02.00	55
Ebenezer Church Road		Pannell Road	Social Circle-Fairplay Road	00.71	45
Edmondson Road		SR 10 / US 78	Old Athens Hwy	01.10	35
Eliza Doster Road		State Route 11	Emmett Doster Road	00.66	35
Emmett Doster Road		Shoal Creek Road	The Culvert	01.07	45
Emmett Doster Road		The Culvert	State Route 11	00.82	55
Emmett Still Road		Center Hill Church Road	Guthrie Cemetery Road	02.05	45
Etchinson Road		Piney Grove Road	Lee Peters Road	01.88	45
Fannie Thompson Road		Nicholson Road	Carl Davis Road	01.95	45
Forrester Cemetery Road		Jersey-Walnut Grove Road	State Route 138	02.64	35
Friendship Church Road		Double Springs Church Road	State Route 11	01.25	45
Gauntt Road		Lower Jersey Road	Cornish Mtn. Church Road	01.53	25
Gene Bell Road		Old Monroe-Madison Highway	Good Hope Road (Old 83)	01.88	50
Gene Bell Road * SCHOOL ZONE *	Carver Middle School SCHOOL DAYS ONLY	1750' from Good Hope Road	250' from Good Hope Road	00.28	40
George Williams Road		Carl Davis Road	SR 11	01.92	35
Giles Road		Thompson Mill Road	Nunnally Farm Road	00.78	35
Good Hope/Pleasant Valley Road	Good Hope	State Route 83	1320' from State Route 83	00.25	35
Good Hope/Pleasant Valley Road	Good Hope	1320' from State Route 83	West City Limits	00.52	45
Good Hope Road (Old 83)		State Route 83	Monroe City Limits	00.76	55
Good Hope Road (Old 83) * SCHOOL ZONE *	Carver Middle School SCHOOL DAYS ONLY	750' W from Gene Bell Road	750' E from Gene Bell Road	00.30	30
Gordon Reynolds Road		Cornish Mtn church Road	Jersey Covington Road	00.48	35
Grady Lemonds Road		Lipscomb Road	Social Circle-Fairplay Road	01.22	35
Grady Smith Road		Bay Creek Church Road	Bos Circle	02.08	35
Gratis Road		Monroe City Limits	Gratis Community House Road	04.93	55
Gratis Road		Gratis Community House Road	Shoal Creek Road	00.37	45
Greenhill Way	Walnut Grove	Park Street	Church Street	00.50	25

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Greenhill Way	Walnut Grove	Park Street	Church Street	00.50	25
Green Road		N. Sharon Church Road	Center Hill Church Road	01.49	35
Gum Creek Church Road		Center Hill Church Road	State Route 81	01.80	35
Gum Creek Spur		Center Hill Church Road	Gum Creek Church Road	00.42	40
Guthrie Cemetery Road		State Route 138	State Route 81	02.44	35
Guthrie Road		Center Hill Church Road	Green Road	00.53	35
Habersham Circle	Walnut Grove	State Route 81	Dead End	00.30	30
Hancock Rd		SR 12 /US 278	Social Circle City Limits	01.34	35
Harmony Church Road		Pannell Road	Old Monroe-Madison Highway	01.40	55
Harris Rockmore Loop		Jersey Walnut Grove Rd	Harris Rockmore Rd	01.00	35
Harris Rockmore Road		Lower Jersey Road	Jersey-Walnut Grove Road	01.00	35
Harrison Shoals Rd		Miller Bottom Rd	Rockdale County Line	01.15	35
Harry Arnold Rd		Bethany Ch Rd	Jim Daws Rd	00.65	35
Hawkins Academy		Morgan County Line	Knox Chapel Road	01.61	50
Hawkins Academy		Knox Chapel Road	1320' from the bridge	00.95	35
Hawkins Academy		1320' from the bridge	Social Circle-Fairplay Road	00.54	45
H.D. Atha Road		Youth-Monroe Road	Sardis Church Road	00.40	35
H.D. Atha Road		Sardis Church Road	Monroe-Jersey Rd	04.91	45
H.D. Atha Road		Monroe-Jersey Rd	Social Circle-Jersey Road	02.98	55
H.D. Atha Road		Social Circle-Jersey Road	County Line Road	02.37	45
H.D. Atha Road * SCHOOL ZONE *	H.D. Atha Road Elementary SCHOOL DAYS ONLY	Woodlake Boulevard	Dutch Mill Drive	00.33	35
Hearn Road		Mt. Vernon Road	Michael Road	00.67	35
Hester Town Road		Pannell Road	Adcock Road	00.48	45
Hester Town Road		Adcock Road	Morgan County Line	03.37	55
H.H. Chandler Road		Chandler Road	Nunnally Shoals Road	00.93	45
Hickory Grove Church Road		Bold Springs Road	Double Springs Road	02.10	35
Hightower Trail		Newton County Line	State Route 81	00.75	45
Hightower Trail	Social Circle	State Route 11	700' west of County Road 202	00.99	30
Hightower Trail	Social Circle	700' west of County Road 202	1320' east of County Road 202	00.38	40
Hightower Trail	Social Circle	1320' east of County Road 202	East City Limits	00.76	50
Hill View Drive		Old Highway 138	Cul-de-sac	01.00	25
Hodges Rd		Broadnax Mill Rd	Tom Brewer Rd	00.88	35

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Ho-Hum Hollow Road		State Route 10	Youth-Monroe Road	01.40	30
Horseshoe Road		Broadnax Mill Road	Old Broadnax Mill Road	01.03	25
Ike Stone Road		Michael Road	Gratis Road	03.59	55
Ivie Road		Simmons Road	Lipscomb Road	00.68	45
Jack Glass Road		Perry Smith Road	Tom C. Camp Road	00.94	55
Jack Glass Road		Tom C. Camp Road	Barrow County Line	00.99	45
Jack Pittman Road		State Route 81	Loth Wages Road	01.17	35
Jacks Creek Road	Good Hope	State Route 83	1500' from State Route 83	00.28	35
Jacks Creek Road	Good Hope	1500' from State Route 83	Good Hope City Limits	00.45	45
Jacks Creek Road		Good Hope City Limits	State Route 10	04.38	55
James Huff Road		State Route 10	Gratis Road	01.49	55
James Powers Road		Dewey Hogan Road	Bold Springs Road	01.40	35
Jersey-Covington Road		Newton County Line	Alcovy Station Road	01.79	55
Jersey-Social Circle Road		Monroe-Jersey Road	High School Road	00.66	30
Jersey-Social Circle Road		High School Road	Jersey City Limits	00.38	35
Jersey-Social Circle Road		Jersey City Limits	Greendale Road	00.29	45
Jersey-Social Circle Road		Greendale Road	Social Circle City Limits	03.64	55
Jersey-Walnut Grove Road		State Route 81	Jersey City Limits	02.80	55
Jersey-Walnut Grove Road		Jersey City Limits	Monroe-Jersey Road	00.30	45
Jim Daws Road		Snows Mill Road	Old Athens Highway	02.14	55
Jim Daws Road		Old Athens Highway	Mountain Creek Church Road	00.44	25
John W Breedlove Road		Mt. Vernon Road	Ike Stone Road	01.77	40
John Deere Road		State Route 11	Walton Road	00.88	45
John Stowe Road		Shoal Creek Road	Clarence Odum Road	01.10	45
John Stowe Road		Clarence Odum Road	Gratis Road	00.79	55
Jones Woods Road		Snows Mill Road	State Route 186	04.13	45
Johnson Rd		McCullers Rd	N Sharon Ch Rd	01.38	35
Jug Rd		Sims Bridge Rd	Bradley Gin Rd	00.77	35
June Ivey Road		State Route 81	Mitchell Road	00.65	50
June Ivey Road		Mitchell Road	Gwinnett County Line	00.75	40
Kirk Rd		Shoal Creek Rd	Emmett Doster Rd	00.64	35
Knights Cemetery Rd		Hestertown Rd	Pannell Rd	00.96	45
Knox Chapel Road		East Hightower Trail	Morgan County Line	03.64	55
Laboon Road		State Route 83	Vasco Adcock Road	00.43	55
Laboon Road		Vasco Adcock Road	Peters Cemetery Road	01.00	45
Laboon Road		Peters Cemetery Road	Pleasant Valley Road	00.64	55

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Lee Peters Road		New Hope Church Road	State Route 10	02.34	45
Lemons Rd		Arnold Dairy Farm Rd	Mahlon Smith Rd	00.63	45
Liberty Hill Church Rd		H.D. Atha Rd	Cul-de-sac	01.12	35
Lipscomb Road		Mt. Paron Church Road	Ivey Road	00.85	45
Lipscomb Road		Ivey Road	Grady Lemonds Road	00.50	35
Lipscomb Road		Grady Lemonds Road	1320' from Grady Lemonds Road	00.25	45
Lipscomb Road		1320' from Grady Lemonds Road	State Route 11	00.79	55
Lockland Road		Mt. Carmel Church Road	State Route 10	01.86	45
Loth Wages Rd		Bold Springs Rd	Dead End	01.58	45
Lower Jersey Road		Newton County Line	1320' from Jersey City Limits	02.02	55
Lower Jersey Road		1320' feet from Jersey City Limits	Jersey City Limits	00.25	45
Lower Jersey Road		Jersey City Limits	Jersey-Social Circle Road	00.38	35
Luther Adams Rd		Perry Smith Rd	Sims Bridge Rd	00.85	25
Macedonia Church Road		John Stowe Road	Mountain Creek Church Road	01.31	35
Mahlon Smith Road		State Route 11	State Route 11	00.86	45
Marce Camp Road		Broadnax Mill Road	Atkinson Road	01.26	45
Maughon Road		P.J. East Road	Youth-Jersey Road	00.92	35
McCullers Road		State Route 20	Center Hill Church road	01.62	45
McGarity Road		State Route 11	Arnold Dairy Farm Road	01.82	45
Michael Etchison Road		Ammons Bridge Road	State Route 138	02.03	35
Michael Road		Mt. Vernon Road	State Route 10	02.83	55
Miller Bottom Road		State Route 20	Rockdale County Line	02.83	45
Mitchell Road		June Ivey Road	Bold Springs Road	01.08	40
Moina Michael Road		State Route 83	State Route 186	02.19	50
Monroe/Jersey Road		Monroe City Limits	Criswell Road	00.21	35
Monroe/Jersey Road		Criswell Road	00.25 mile southwest of H.D. Atha Road	02.81	45
Monroe/Jersey Road		00.25 mile southwest of H.D. Atha Road	00.25-mile northeast of H.D. Atha Road	00.50	35
Monroe/Jersey Road		00.25-mile northeast of H.D. Atha Road	Jersey City Limits	02.07	45
Monroe/Jersey Road	Jersey	Jersey City Limits	Jersey Walnut Grove Road	00.49	45
Monroe/Jersey Road	Jersey	Jersey Walnut Grove Road	School House Road	00.23	35
Moon Road		State Route 20	Miller Bottom Road	00.82	35
Mountain Creek Church Road		Bold Springs Road	Gratis Road	02.65	45
Mountain Creek Church Road		Gratis Road	Mt. Vernon Road	02.70	55
Mt Carmel Church Rd		Jacks Creek Road	Thurston Snow Rd	00.25	30

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Mt Carmel Church Rd		Thurston Snow Rd	Jones Woods Rd	01.20	40
Mt Carmel Church Rd		Lockland Rd	Oconee County Line	00.53	35
Mt. Ena Church Road		Locklin Cemetery Road	Jacks Creek Road	01.09	30
Mt. Paron Church Road		State Route 11	Pleasant Valley Road	01.27	45
Mt. Paron Church Road		Pleasant Valley Road	Social Circle-FairPlay Road	04.35	55
Mt. Vernon Road		Gratis Road	Tommy Dillard Road	03.34	55
Mt. Vernon Road		Tommy Dillard Road	Bethany Church Road	00.91	45
Mt. Vernon Road		Bethany Church Road	Snows Mill Road	01.56	55
N Sharon Church Road		Center Hill Church Rd	Sharon Church Loop	01.97	55
N Sharon Church Road		Sharon Church Loop	SR 20	01.89	45
N Crosslane Road		Bold Springs Rd	Field Stone Way	01.16	35
New Hope Church Road		Ho-Hum Hollow Road	State Route 10	00.98	35
New Hope Church Road		State Route 10	Double Springs Road	02.31	45
Nicholsville Road		Bold Springs Rd	State Route 11	01.36	55
Nunnally Farm Road		Giles Road	Dirt Rd	01.97	35
Nunnally Shoals Road		Old Monroe-Madison Highway	H.H. Chandler Road	01.39	35
Nunnally Shoals Road		H.H. Chandler Road	State Route 83	01.46	55
Old Athens Highway		Jack's Creek Bridge	James Huff Road	00.63	45
Old Athens Highway		James Huff Road	Mountain Creek Road	01.33	35
Old Athens Highway		Mountain Creek Church Road	Tommy Dillard Road	02.08	45
Old Broadnax Mill Road		State Route 10	Broadnax Mill Road	00.95	45
Old Highway 138		State Route 138	State Route 138	01.73	45
Old Highway 138		State Route 138	Hill View Drive	02.05	35
Old Highway 138		Hill View Drive	Newton County Line	00.57	25
Old Highway 138	Walnut Grove	State Route 138	City Limits	00.30	35
Old Highway 81		Newton County Line	State Route 81	01.53	35
Old Monroe-Madison Highway		Pannell Road	Blasingame Road	00.25	45
Old Monroe-Madison Highway		Blasingame Road	Morgan County Line	06.51	55
Old Zion Cemetery Road		Bay Creek Church Road	Lee Byrd Road	01.66	45
Ozora Church Road		SR 81	Gwinnett County Line	00.69	50
Pannell Road		Vine Street	Dial Road	00.47	35
Pannell Road		Dial Road	Old Monroe-Madison Highway	00.87	45
Pannell Road		Old Monroe-Madison Highway	Morgan County Line	06.97	55

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Park Street	Walnut Grove	Guthrie Cemetery Road	350' west of Walnut Court	00.57	25
Park Street	Walnut Grove	350' west of Walnut Court	State Route 81	00.45	25
Partain Road		Barrow County Line	Shoal Creek Road	01.66	45
Paul Smith Road		Forrester Cemetery Road	Jersey-Walnut Grove Road	01.16	35
Paul Verner Road		Ike Stone Road	Dry Pond Road	00.72	45
Penland Road		Monroe Jersey Road	H.D. Atha Rd.	00.81	35
Perry Smith Road		Barrow County Line	Shoal Creek Road	01.67	50
Peters Cemetery Road		Old Monroe/Madison Hwy.	Laboon Road	00.69	50
Pilot Road		Youth-Jersey Road	Forrester Cemetery Road	00.98	45
Piney Grove Road		Bullock Bridge Road	Etchinson Road	01.62	40
Piney Grove Road		Etchinson Road	Bay Creek Church Road	01.42	45
P.J. East Road		Monroe-Jersey Road	Youth-Jersey Road	02.66	55
Pleasant Valley Road		State Route 11	Good Hope City Limits	05.65	55
Pleasant Valley Road		Good Hope City Limits	State Route 83	00.77	45
Pointer Road		N Sharon Church Rd	McCullers Rd	01.30	35
Ponderosa Trail		Perry Smith Road	Jack Glass Rd	00.91	35
Poplar Street		Old Monroe-Madison Highway	Monroe City Limits	01.32	45
Powers Road		Snows Mill Road	Mt. Vernon Road	00.78	35
Preston Road		State Route 186	Braswell Church Road	01.57	45
Queens Cemetery Road		Old Monroe-Madison Highway	State Route 83	01.11	50
Rabbit Farm Road		Center Hill Church Road	Claude Brewer Road	02.60	45
Robertson Road		State Route 81	Youth-Jersey Road	00.71	45
Roscoe Davis Road		Bold Springs Rd	Friendship Church Rd	03.25	40
Rosebud Road		State Route 20	Gwinnett County Line	00.98	45
Rowe Road		State Route 138	State Route 10	01.74	35
Roy Malcom Rd		Social Circle Fairplay Rd.	Social Circle City Limits	00.60	45
S. Crosslane Road		Bold Springs Road	Dirt Road	00.69	35
Sandy Creek Road		Miller Bottom Road	Center Hill Church Road	02.26	35
Sardis Church Road		Youth Monroe Rd	SR 10/US 78	00.66	35
Sharon Church Road		Center Hill Church Road	Sharon Church Loop	01.97	55
Sharon Church Road		Sharon Church Loop	State Route 20	01.89	45
Sharon Church Road		Center Hill Church Road	Miller Bottom Road	02.26	35
Sheets Cemetery Road		Queens Cemetery Road	Double Bridges Road	00.63	35
Shiloh Road		Bay Creek Church Road	State Route 81	01.69	45
Shoal Creek Road		State Route 11	Bradley Gin Road	04.17	45
Simmons Road		State Route 11	Whitney Road	01.55	40
Simms Bridge Road		Bradley Gin Road	Oconee County Line	01.45	45
Snip Dillard Road		Bradley Gin Road	State Route 10	00.66	35

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Snook Thompson Road		SR 81	Old SR 81	00.35	25
Snows Mill Road		Oconee County Line	Jacks Creek Culvert	06.65	55
Snows Mill Road		Jacks Creek Culvert	State Route 83	00.65	45
Social Circle By-Pass	Social Circle	State Route 11	East Hightower Trail	02.25	55
Social Circle/Fairplay Road		Pannell Road	Grady Lemonds Road	06.19	55
Social Circle/Jersey Road	Jersey	Monroe-Jersey Road	City Limits	00.30	35
S. Sharon Church Road		Miller Bottom Road	Center Hill Church Road	02.26	35
South Smith Road		Broadnax Mill Road	Marce Camp Road	00.48	25
Stewart Road		Youth-Jersey Road	Thompson Mill Road	01.50	35
Stewart Road		Thompson Mill Road	Broadnax Mill Road	01.45	25
Stock Gap Road		Double Springs Church Road	Bold Springs Church Road	01.84	25
Stock Road		Hickory Grove Church Road	Double Springs Church Road	01.44	25
Tanners Bridge Road		Bold Springs Road	Dirt Road	01.44	35
Thompson Mill Road		Broadnax Mill Road	Giles Road	00.94	35
Thompson Mill Road		Giles Road	Broadnax Mill Road	00.93	35
Thurman Baccus Road		Willow Springs Church Road	East Hightower Trail	01.88	35
Tig Knight Road		Atkinson Road	State Route 81	01.10	35
Tom Brewer Road		State Route 10	State Route 81	02.22	45
Tom C. Camp Road		Jack Glass Road	Partain Road	00.50	45
Tommy Dillard Road		Michael Road	Mt. Vernon Road	01.98	45
Troy Smith Road		State Route 10	New Hope Church Road	02.16	45
Turkey Mountain Trail		Jacks Creek Road	Snows Mill Road	01.51	35
Walker Bennett Road		Center Hill Church Road	McCullers Road	00.62	25
Walker Park Drive		Bold Springs Road	SR 11	00.25	25
Wall Road		Mountain Creek Church Road	Jim Daws Road	00.91	45
Wall Road		Jim Daws Road	Edmondson Road	00.72	35
Walton Road		Mountain Creek Church Road	John Deere Road	00.46	45
Walton Road		John Deere Road	1320' from Monroe City Limits	00.97	55
Walton Road		1320' from Monroe City Limits	Monroe City Limits	00.25	45
Wayne Meadows Road		Nunnally Shoals Road	Queens Cemetery Road	00.52	45
West Hightower/Social Circle/Jersey Road	Social Circle	State Route 11	150' west of Forest Avenue	00.25	25
West Hightower/Social Circle/Jersey Road	Social Circle	150' west of Forest Avenue	1700' west of Clegg Farm Road	01.03	35
West Hightower/Social Circle/Jersey Road	Social Circle	1700' west of Clegg Farm Road	City Limits	00.88	45

LIST NUMBER 0297-01-2022

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMITS
Whitehead Road		Cannon Farm Road	Hightower Trail	00.48	45
Whitney Road		Alcovy Mountain Road	Lipscomb Road	03.35	50
Willow Springs Church Road		Newton County Line	East Hightower Trail	01.69	40
Youth-Jersey Road		State Route 81	Monroe-Jersey Road	05.21	55
Youth-Monroe Road		State Route 10	State Route 81	03.96	50

SCHOOL ZONE HOURS ARE EFFECTIVE

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time –

SCHOOL DAYS ONLY

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time –

SCHOOL DAYS ONLY

**** ATESD HOURS ARE EFFECTIVE****

One hour before instructional classes begin until one hour after such instructional classes have concluded for the dismissal of school–

SCHOOL DAYS ONLY.

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

Chairman, Board of Commissioners

Board of Commisioners

Sworn and Subscribed before me
This _____ day of _____, _____.

NOTARY PUBLIC

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENTAL CORRESPONDENCE

FILE OFFICE Gainesville
Date January 19, 2022

FROM: Jason Dykes P.E., District Traffic Engineer

TO: Alan Davis, P.E., State Traffic Engineer

SUBJECT LOR 0297-01-2022, Walton County

Attached above is a copy of the updated LOR for Walton County. The update reflects the following changes to the previously approved 297-07-2020 LOR that was approved on 08/04/2020:

- *School Zone Speed Limit changed from 35mph to 45mph for Walnut Grove Elem School Zone on SR 81 in Walnut Grove from MP 1.51 to MP 1.87 per ETI dated 7/27/21.*
- *Termination of 45mph segment changed from 521' south of Lee Byrd Rd (MP 11.34) to 715' north of Shannon Rd (MP 11.76) on SR 81 in Loganville. Beginning of adjacent 55mph section changed in kind per ETI dated 04-02-2020.*
- *Mile Point at 964' south of Bay Creek Church Rd (North Loganville City Limits) changed from 11.42 to 12.23 to match the location description. Length of segments adjusted in kind per ETI dated 04-02-2020.*
- *ATESD added to On System, SR 10 Bus for George Walton Academy, per ATESD permit # SZ-297-03000-1 approved on 12-10-2021.*
- *Change the speed limit on Alcova Drive from Laurel Lane to W Hightower Trail from 45mph to 35 mph per City of Social Circle Resolution 2020-RES-10 signed 4/21/2020.*
- *Extend the School Zone for Social Circle Middle-High School and reduce the school zone speed from 35mph to 25mph per City of Social Circle Resolution 2020-RES-10 signed 4/21/2020.*
 - *Previously: From 1735' N of St Andrews Subdivision to 310' W Hightower Tr.*
 - *Now: From Laurel Lane to W Hightower Tr.*

Please save a copy of the attachment for your records and forward the correspondence to the Department of Public Safety.

Should you have any questions or comments, please contact Jonathan Peevy at 770-533-8276.


JD\jp\pn\py
Attachment

January 4, 2022

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, January 4, 2022 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, Human Resources 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.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:21 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Approval of Z21090019 - Rezone 7.57 acres from A1 to R1 to create 4 buildable lots Applicant: Kevin Boekman/Owner: Essie Mae Johnson - Property located at 2073 Laurel Gate Lane & HD Atha Rd/Map/Parcel C0770064 - District 4 (Tabled 12/7/21)

Motion: Commissioner Bradford made a motion to accept the withdrawal of the rezone from Mr. Boekman. Commissioner Dixon seconded the motion and all voted in favor.

Approval of Z21100013 - Rezone 1.175 acres from A2/B1 to R1 to create a buildable lot - Applicant/Owner: James W Draper III - Property located at 3352 Bold Springs Rd - Map/Parcel C0720084 - District 5

Chairman Thompson opened the public hearing on the matter. James Draper, III spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

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

Approval of Z21100014 - Rezone 12.40 acres from A1 to A to grow and sell vegetables & eggs at market - Applicant: Vicky Fry/Owners: Vicky & Steve Fry - Property located at 590 N Cross Lane Rd-Map/Parcel C0700034 – District 5

Chairman Thompson opened the public hearing on the matter. Vicky Fry spoke in favor of the rezone to grow and sell vegetables and eggs. There was no opposition present. Chairman Thompson closed the public hearing.

Motion: *Commissioner Adams made a motion to approve the rezone as submitted. Commissioner Bradford seconded the motion. All voted in favor.*

Approval with conditions Z21100020 - Rezone 5.00 acres from A2 to B2 and 4.92 acres from A1 to B2 for retail stores and restaurants - Applicant: Terry L. Mitchell/Owners: Hannah Mitchell, Jeffrey Mitchell & Jennifer Mitchell - Property located at 6230 Centerville Rosebud Rd and 6200 Hwy 20 - Map/Parcels C0010015 and C0090008 - District 2

Chairman Thompson opened the public hearing on the matter. Terry Mitchell and Susan Mayer spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Banks made a motion to approve per the Planning Commission recommendation for no outside storage and an evergreen landscape buffer abutting R1 and A1 property. Commissioner Shelnut seconded the motion and all voted in favor.*

Approval of LU21110001/Z21110002– LU Amendment from Highway Corridor to Neighborhood Residential and Rezone 44.56 acres from A1 to R1OSC for a residential subdivision - Applicant: Ridgecliff LLC/Owner: April Browning - Property located at 845 Cedar Ridge Rd - Map/Parcels C0910002 - District 5

Chairman Thompson opened the public hearing on the matter. David Browning spoke in favor. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to approve per the Planning Commission recommendation. Commissioner Shelnut seconded the motion. All voted in favor.*

Denial of Z21110004 - Rezone 125.51 acres from A1 to R1OSC to create a subdivision including Variances - Applicant: David Pearson Communities/James Matthew Mazzawi & John Mark Mazzawi as Trustees of Will of Hugh Mazzawi-Property located at Hwy. 20 & Pointer Rd - Map/Parcel C0080010 - District 2

Chairman Thompson opened the public hearing on the matter. The applicant was not present to speak but requested he be allowed to re-design and send back to the Planning Commission. Robin Dill, Terry Parsons, William Daniel and Marcella Higginbotham spoke in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Banks made a motion, seconded by Chairman Thompson, to refer back to the Planning Commission. All voted in favor.*

Approval of Z21110005 - Rezone 2.25 acres from A1 to R1 to create a buildable lot - Applicant: Amber Spitzer/Owners: Carl & Pamela Bishop - Property located at 1950 Bold Springs Rd - Map/Parcel C0860098 - District 5

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

Motion: *Commissioner Adams made a motion to approve the rezone as presented. Commissioner Dixon seconded the motion; voted and carried unanimously.*

PLANNING & DEVELOPMENT

Amendment - OA21110006 - Walton County Land Development Ordinance per Errata Sheet dated 11/01/2021

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

ADMINISTRATIVE CONSENT AGENDA

- 6.1. Approval of December 7, 2021 Meeting Minutes
- 6.2. Approval of December 17, 2021 Meeting Minutes
- 6.3. Contracts & Budgeted Purchases of \$5000 or Greater
- 6.4. Declaration of Surplus Property
- 6.5. Board of Elections - 2022 Qualifying Fees
- 6.6. Acceptance of Forfeited Vehicles - Sheriff's Office - Jeep Cherokee and V.W. Passat
- 6.7. Amendment to existing Inmate Medical Contract

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

FINANCE

Finance Director Milton Cronheim introduced Ryan Jones of Mauldin & Jenkins.

Presentation of FY 2021 Audit - Ryan Jones, Sr. Manager - Mauldin & Jenkins

Motion: *Commissioner Adams made a motion, seconded by Commissioner Dixon to accept the FY 2021 Audit. All voted in favor.*

RESOLUTIONS

Finance Director Milton Cronheim presented FY22 Budget Amendments and the Judicial Branch American Rescue Grant.

Resolution - FY22 Budget Amendment and Acceptance of Judicial Branch American Rescue Grant

Motion: *Commissioner Adams made a motion, seconded by Commissioner Banks to adopt the Resolution for FY22 Budget Amendments and accept the Judicial Branch American Rescue Grant. All voted in favor.*

Resolution - Setting time, dates & location of the regular monthly meetings of the Board of Commissioners for 2022

Motion: *Commissioner Dixon made a motion to adopt the Resolution. Commissioner Adams seconded the motion; voted and carried unanimously.*

Resolution - Adoption of Amended and Restated ACCG 401(a) Defined Contribution Plan for Walton Co. Employees

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

Resolution - Amending the Walton Co. Service Delivery Strategy to address Stanton Springs and Stanton Springs North and to limit Monroe's sewer service area at Monroe's request and to limit Loganville's sewer service area at Loganville's request

Motion: *Chairman Thompson made a motion to adopt the Resolution as presented. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Banks, Shelnett, Bradford and Adams voted in favor. Commissioner Dixon opposed the motion. The motion carried 5-1.*

Resolution - Approving Local Redistricting Maps

Motion: *Commissioner Banks made a motion, seconded by Commissioner Dixon, to adopt the Resolution approving the local redistricting maps. All voted in favor.*

Resolution - Consenting to Deannexation of a portion of the Development Authority's property on Snows Mill Road - (Tabled 12/17/21)

Motion: *Commissioner Dixon made a motion to adopt the Resolution, seconded by Commissioner Bradford; voted and carried unanimously.*

HUMAN RESOURCES

Human Resources Director Melissia Rusk presented staffing requests.

Staffing Request - Magistrate Court - Associate Judge and Supplement

Motion: Commissioner Adams made a motion, seconded by Commissioner Bradford to approve the staffing request for Magistrate Court. All voted in favor.

Staffing Request - Sheriff - Two Full Time Deputies - Two Temporary Deputies

Motion: Commissioner Banks made a motion, seconded by Commissioner Adams to approve the staffing request for the Sheriff's Office. All voted in favor.

APPOINTMENTS

County Clerk

Motion: Commissioner Dixon made a motion, seconded by Commissioner Adams to re-appoint Rhonda Hawk as County Clerk. All voted in favor.

Assistant County Clerk

Motion: Commissioner Shelnett made a motion, seconded by Commissioner Bradford to re-appoint Patrice Broughton as Assistant County Clerk; voted and carried unanimously.

County Attorney

Motion: Commissioner Adams made a motion to re-appoint the firm of Atkinson Ferguson, LLC and renew the legal services agreement. Commissioner Dixon seconded the motion. All voted in favor.

Vice Chairman

Motion: Commissioner Dixon made a motion to re-appoint Commissioner Shelnett as Vice Chairman. Commissioner Adams seconded the motion; voted and carried unanimously.

Walton County Board of Appeals

Chairman Thompson thanked Penny Keener for her service on the Board of Appeals and stated he would like to appoint Billy Mitchell as his appointee. Chairman Thompson stated that Commissioner Warren had affirmed James Kwater. Commissioner Banks affirmed Mariellen Barnes, Commissioner Shelnett affirmed Henry Kines, Commissioner Bradford affirmed Steve Merka, Commissioner Adams affirmed Todd White and Commissioner Dixon affirmed Harold Moon.

Motion: Chairman Thompson made a motion to remove Commissioner Bradford's appointee, Steve Merka, from the Board of Appeals. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Banks and Shelnett voted in favor. Commissioners Bradford and Dixon voted in opposition with Commissioner Adams abstaining. The motion failed.

Motion: Commissioner Adams made a motion, seconded by Commissioner Shelnett to reappoint all members with the exception of Penny Keener, replacing her with Billy Mitchell. All voted in favor.

Walton County Water & Sewerage Authority

Motion: Commissioner Bradford made a motion to reappoint all current members of the Walton County Water & Sewerage Authority. Commissioner Adams seconded the motion. All voted in favor.

EXECUTIVE SESSION

Motion: At 8:00 p.m., Commissioner Bradford made a motion, seconded by Commissioner Adams to enter into Executive Session to discuss a personnel matter. All voted in favor.

No votes were taken in Executive Session.

Motion: At 8:09 p.m., Commissioner Adams made a motion, seconded by Commissioner Dixon to return to regular session. All voted in favor.

Motion: Commissioner Dixon made a motion to abolish the Administrative Secretary position at the Georgia Forestry Commission. Commissioner Banks seconded the motion; voted and carried unanimously.

ADJOURNMENT

Motion: Commissioner Dixon made a motion, seconded by Commissioner Banks, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:10 p.m.

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners
Purchases \$5,000.00
Meeting FY22

February 1, 2022

Item 7.2.

Department	Fund	Description	Payee	Amount
Budget Year FY 22				

Various

Various		Replenish Funds In Worker's Comp Trust - For the Record	Walton Co. Workers Comp Trust Fund	\$17,628.00
100		Premium for Suppl Life Ins. - February 2021 - For the Record	One America	\$30,305.78

Other Finance

9610	610	Replenish Funds in Health Benefits Trust - For the Record	Walton County Health Benefits Trust	\$500,000.00
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Board of Commissioners

1110	100	Lobbying Services - For the Record	Holland & Knight LLP	\$17,500.00
	100	Lobbying Services - For the Record	Holland & Knight LLP	\$17,500.00
	100	CivicPlus Software	CivicPlus, LLC	\$7,852.17

Financial Administration

1510	100	GASB 75 Report Prep for OPEB Plan FY2021	CBIZ Retirement Plan Services	\$5,000.00
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Law

1530	100	Legal Fees - December 2021- For the Record	Atkinson & Ferguson	\$25,252.78
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Data Processing/MIS

1535	100	Synology Hard Drive Hats, Rackstation NAS Server Chassis, Network Adapter, Rack Mount Rail Kit	SHI	\$9,830.78
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Human Resources

1540	100	AFLAC Premium - December 2021 - For the Record	AFLAC	\$10,881.05
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Tax Commissioner

1545	100	Tag Renewals and Postage	Datamatx	\$5,618.51
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Gen Gov BLDGS

1565	100	AG Center - Fencing	Dan's Fence Company	\$10,868.00
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District Attorney

2200	100	2022 Ford Explorer	Wade Ford, Inc	\$35,009.40
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Probate Court	2450	100	Live Scan Charges - 1.25.22	Georgia Bureau of Investigation	\$8,044.50
Jail	3325	100	Inmate Medical - March 2022	Correct Health	\$101,175.81
		100	Specialty Care Expense - Overage	Correct Health	\$32,045.87
		100	Inmate Meals - November 2021	Kimble's Food By Design, Inc.	\$66,530.26
		100	Activation and Monitoring Fee - October 2021	Joe Ray Bonding	\$14,344.75
		100	Taser Bundle and Cartridge (45)	Axon Enterprises	\$119,945.43
JAIL-SPLOST	3325.13	322	Program Management - Public Safety complex	Comprehensive Program Services	\$55,000.00
Fire Fighting	3520	270	SCBA Flot Test, Maintenance Replacement, Repair parts & Labor for SCBA's	Municipal Emergency Services, Inc	\$11,570.00
EMS	3610	531	Ambulance Billing - December 2021	Emergency Billing	\$17,801.15
Emergency Management	3920	100	Cell Foam Insulation	Social Circle Home Center	\$7,565.00
Roadways & Walkways	4220	100	Paver	Tractor & Equipment Company	\$97,500.00
		100	2002 Ford F-450	Akins Ford Corporation	\$72,454.00
		100	2022 Dodge Ram 2500	Akins Ford Corporation	\$62,920.00
Traffic Op - SPLOST 2019	4270.19	100	Striping for Mt Carmel Rd	Peek	\$5,491.00
Hard Labor Creek	4405	508	Professional Services - December 2021 - For the Record	Precision Planning	\$1,028.78
		508	HLC Water Quality Assessment - For the Record	Jacobs Engineering	\$11,290.55
		508	HLC Water Quality Assessment - For the Record	Jacobs Engineering	\$2,329.34
		508	Annual Fee/Revenue Bonds Series 2008 - HLC Reservoir - For the Record	Regions Bank	\$1,075.00
		508	Hard Labor Creek O&M - For the Record	Precision Planning	\$706.74
		508	Professional Services - November 2021- For the Record	Atkinson/Ferguson	\$52.50

Water

4446	507	Gasoline - Diesel	Stephens Oil Company, Inc	\$5,022.21
	507	Meter Install and Repairs	Delta Municipal Supply Co	\$29,477.50
	507	Various Locations	Utility Service Co.	\$10,303.23
	507	Outsourcing/Postage for Bills	Arista Information Systems, Inc	\$9,273.87
	507	Water Purchased from Newton County	Cornish Creek	\$177,324.00

Solid Waste

4530	540	Tipping Fees -December 2021	City of Monroe Public Works	\$15,084.48
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Recreation Programs

6130	100	Football Helmets (100)	Xenith, LLC	\$12,000.00
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Parks & Rec, SPLOST 2013

6220.13	322	Pickleball Court Resurfacing	Southeastern Tennis Courts, Inc	\$9,300.00
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Parks & Rec, SPLOST 2019

6220.19	323	South Walton Camera Equipment	CDW Computer Government	\$6,387.54
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Debt Service

8000	400	E-911 Motorola Lease Payment - FY22	Truist Finance	\$19,507.50
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\$1,675,797.48

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **February 1, 2022**

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

If so, When?

TOPIC: **Surplus**

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

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

*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value.**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Miscellaneous Surplus

Items released as County Surplus Property on __21st__ day of __January_____, 2022

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
1	S.O.	2016 Dodge Charger	2C3DXA786H188294
1	S.O.	2014 Dodge Charger	2C3DXAT0EH164035
1	P.W.-Veh Warehouse	Jack Repair Kit	
1	P.W.-Veh Warehouse	Light Take Down	
3	P.W.-Veh Warehouse	Ambulance Halogen Bulb-Snap In	
1	P.W.-Veh Warehouse	Whelen-Stopsn 12-Halogen Bulb	
1	P.W.-Veh Warehouse	Coner Tube	020363332000c
1	P.W.-Veh Warehouse	Halogen Lamp Reflector	
4	P.W.-Veh Warehouse	08 Charger Antenna Mast Roof	
6	P.W.-Veh Warehouse	Bottom Seal	
4	P.W.-Veh Warehouse	3x8x6 Disc Cross Shaft	
1	P.W.-Veh Warehouse	Door Latch	#544
1	P.W.-Veh Warehouse	Hyd Cap	
1	P.W.-Veh Warehouse	Bushing Pinion	4578085aac
1	P.W.-Veh Warehouse	08 Charger Bushing Pinion	
4	P.W.-Veh Warehouse	Bush Hog Blade	#200
1	P.W.-Veh Warehouse	Bush Hog Hydraulic Cylinder Seal Kit	
3	P.W.-Veh Warehouse	Castle Nut	50053025c
1	P.W.-Veh Warehouse	2010 Dodge Charger-Map Sensor	
6	P.W.-Veh Warehouse	08 Charger Seat Belt Button	
1	P.W.-Veh Warehouse	Motor Mounts Left & Right	
1	P.W.-Veh Warehouse	2008-10 Charger 5.7-Water Pump	
1	P.W.-Veh Warehouse	2011 Durango Right Fender Molding Outer	
1	P.W.-Veh Warehouse	Durango Left Front Wheel Well Molding	
20	P.W.-Veh Warehouse	2008 Charger Wheel Stud	

Walton County Miscellaneous Surplus

Items released as County Surplus Property on __21st__ day of __January__, 2022

31	P.W.-Veh Warehouse	2008 Charger-Lug Nut 08 (No Cover)	
14	P.W.-Veh Warehouse	2010 Charger-Lug Nut 09	
10	P.W.-Veh Warehouse	Wheel Bolt Tail	
1	P.W.-Veh Warehouse	Ambulance Patient Side Door-Closre Assembly	
10	P.W.-Veh Warehouse	2010 Charger-Wheel Stud	
1	P.W.-Veh Warehouse	02 F-450 Driver-Door Latch	
2	P.W.-Veh Warehouse	Rear Wheel	
1	P.W.-Veh Warehouse	Bearing Flange	
2	P.W.-Veh Warehouse	Front Wheel	
8	P.W.-Veh Warehouse	2012 Dodge Caravan-Lug Nut	
8	P.W.-Veh Warehouse	Bobcat AC Filter	
1	P.W.-Veh Warehouse	P/S Pump Cap	
1	P.W.-Veh Warehouse	Fuel Filter	86801
1	P.W.-Veh Warehouse	Scene Light Gradient Opti	
1	P.W.-Veh Warehouse	Red 900 Series LED Lighthouse	
2	P.W.-Veh Warehouse	2008 Charger-Air Filter	
1	P.W.-Veh Warehouse	F450 Mass Air Flow Sensor	
2	P.W.-Veh Warehouse	Brake Caliper Hardware Kit	
1	P.W.-Veh Warehouse	Hose Rad #152	
1	P.W.-Veh Warehouse	01 F450 Dome Lamp Lens	
1	P.W.-Veh Warehouse	F250 or F450 7.3 Drain Valve Pit Cock	
1	P.W.-Veh Warehouse	00 Windstar Gear Shifter Pin	
1	P.W.-Veh Warehouse	Ford F&E Models Transmission Filter	
2	P.W.-Veh Warehouse	Bearing #544	
1	P.W.-Veh Warehouse	00 Taurus Drive Belt	
1	P.W.-Veh Warehouse	Light & Siren Box	

Fiscal Agent Designation and Acceptance Agreement**COUNTY: Walton**

The Walton County Board of Commissioners agrees to serve as the Fiscal Agent for the The Partnership for Families, Children and Youth for the period of July 1, 2022 through June 30, 2023.

The Fiscal Agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made and 5) agree the local Family Connection collaborative governing body is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the Fiscal Agent's own policies and procedures.

**Family Connection Collaborative
Chairperson:**_____
Signature2

Print Name: Danny Curry

Date2**Fiscal Agent:**Fiscal Agent's fiscal year end date (month and day):
June 30_____
Signature1

Print Name: David Thompson

Title: Fiscal Agent Signatory

Date1**Family Connection Coordinator:**_____
Signature3

Print Name: Dena Huff

Date3

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Walton County Board of Commissioners

2 Business name/disregarded entity name, if different from above
The Partnership for Families, Children and Youth

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Other (see instructions) ► **Local Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
303 South Hammond Drive Sulte 333

6 City, state, and ZIP code
Monroe, GA 30655

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number								
5	8		-	6	0	0	0	9 0 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► _____ Date ► _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

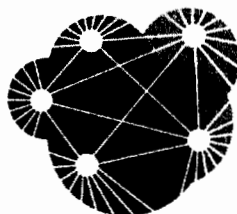
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GEORGIA
family connection
 PARTNERSHIP

Fiscal Agent Roles and Responsibilities

Introduction

There are two fiscal agents responsible for the management of the appropriation the Georgia legislature has made annually for Georgia Family Connection counties:

- The Department of Human Services (DHS), which is the fiscal agent for all of the legislative appropriation for Family Connection collaboratives, and
- The entity chosen by the local Family Connection collaborative to serve on its behalf as the fiscal agent for the Family Connection state allocation.

This document covers the roles and responsibilities of the local entity chosen to serve as the fiscal agent on behalf of the county's Family Connection collaborative.

Family Connection collaboratives have many partners. The Family Connection collaborative's fiscal agent is one of those partners in collaboration. Collaborative partners bring much to the table. Some collaborative partners have expertise in providing direct services; others advocate for children and families; some bring to the table experiences of families receiving direct services; and others reflect the skills of business and industry.

The fiscal agent may have expertise in one or more of these areas, but in addition, they contribute to the collaborative by providing ongoing financial oversight and advice and by helping the local Family Connection collaborative manage its Family Connection state allocation.

Requirements of A Family Connection Collaborative Fiscal Agent

The entity the Family Connection collaborative chooses as its fiscal agent enters into a contract with DHS to receive the state Family Connection state allocation. As part of this contract the fiscal agent certifies they:

- "understand this is a 12 month commitment"
 The collaborative may not change fiscal agents during the course of the contract (unless there are extraordinary circumstances).
- "understand expenses are reimbursable on a quarterly basis"
 This means the fiscal agent agrees to pay all expenses for the collaborative in advance each quarter. This usually amounts to approximately one-fourth of the Family Connection state allocation. At the end of each quarter (a 3-month period) the collaborative fiscal agent submits its reimbursement request report.

- “agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit”

The fiscal agent must not only receive and respond to correspondence, but it must also be able to document they conduct an annual audit. In addition, it must allow the state and federal government and DHS full and complete access to all consumer/customer/client records of all kinds (including such documents as email correspondence, papers, books, memoranda, and management reports). It must retain all records for seven years—or longer if there is an audit, litigation, or other issue.
- “have appropriate accounting and financial systems to document costs incurred and claims made”

The fiscal agent must be able to verify it uses commonly accepted accounting practices, keeps appropriate records, and has an acceptable annual audit.
- “agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent’s own policies and procedures”

The Family Connection collaborative board makes decisions about how local Family Connection collaborative funds are expended in compliance with the policies and procedures of the fiscal agency. These decisions are reflected in the budget proposal the collaborative submits with its annual plan. This budget proposal becomes “*Annex A Part 4, Budget Proposal*” of the contract between the fiscal agent and DHS.

In return, the fiscal agent is responsible for advising the local collaborative about its own policies and procedures for allowable expenditure of funds, and for managing the money in accord with the Budget Proposal (and any revisions).

Other Responsibilities of a Fiscal Agent

The local Family Connection fiscal agent fulfills many responsibilities that are key to the success of the collaborative. Fiscal agents are expected to:

- Participate in the development of the proposed annual budget and any necessary budget revisions for a local Family Connection collaborative, including but not limited to, the Family Connection state allocation.
- Maintain written procedures for compensation and benefits, purchasing, contracting and reimbursement of travel and other expenses and share fiscal procedures with collaborative.
- Pay invoices approved by the local Family Connection collaborative for payment and in accord with collaborative’s Budget Proposal (Annex A, Part 4 of the DHS Contract) and all subsequent revisions – following the fiscal agent’s own rules and regulations.

- Prepare and submit completed reports required to receive the Family Connection state allocation:
 - *Quarterly Expenditure Report FYXX*(Annex B Part 1)
 - *Quarterly Subcontractor Report FYXX* (Annex B Part 2)
 - *Detailed Inventory for Equipment—DHS Form 5111*
 - *Quarterly Narrative Report FYXX* (Annex C Part 1), which is prepared in coordination with the collaborative
 - Budget revisions, if required during the year
- Prepare and maintain accurate financial records of local Family Connection collaborative funding activity for the funds the fiscal agent is managing on behalf of the collaborative.
- Assist collaborative through ongoing financial oversight of the Family Connection state allocation on behalf of the collaborative.
- Present written monthly financial reports on the Family Connection state allocation to the collaborative board.
- Maintain an official file of the collaborative contracts managed by fiscal agent.
- Maintain a file of interagency financial agreements/memoranda of understanding (MOUs and MOAs) pertaining to the Family Connection state allocation on behalf of the local Family Connection collaborative.
- Attend fiscal agent training offered by Georgia Family Connection Partnership when possible.
- Ensure audit reports meet state standards.

Considerations in Choosing A Fiscal Agent

A strong fiscal agent will already have systems in place covering everything from finance to administration. The following is a list of key considerations for choosing the entity to manage the Family Connection state allocation:

- Sufficient operating funds to pay for the costs of the local Family Connection collaborative for four months or more.

The fiscal agent must have a sufficiently large operating fund to cover the costs of such items as coordinator salary or contract, office supplies, travel, computers, copier contracts and other budgeted expenditures for three months or more—until the reimbursement request is approved and paid by DHS. In addition, it must be able to financially maintain this commitment for 12 months.
- Cost of an audit.

Government agencies, whether they are local, state, or federal, are audited annually, and the cost of this is already included in their budgets. Many local Family Connection collaboratives that are incorporated and serve as their own fiscal agent pay between \$2,000 to \$5,000 for the annual audit required to enter into the contract with DHS. Those Family Connection collaboratives with few cash resources outside the Family Connection state allocation pay these costs from their Family Connection state allocation, diminishing the amount of money they can allocate for their chief functions of planning, coordination and collaboration.

- **Cost of daily bookkeeping/CPA.**

Entities such as government agencies and the larger nonprofits have already included the costs of accounting within their own budgets. The Family Connection state allocation is a small portion of their overall workload. Those local Family Connection collaboratives that are incorporated and serve as their own fiscal agent must pay for the services of a bookkeeper and a CPA to ensure they meet reporting and other financial requirements. As with the audit, this funding is often taken from their state Family Connection state allocation. NOTE: for local Family Connection collaboratives who have incorporated and have no other revenue, the cost of bookkeeping and the audit can consume nearly one-fourth of the Family Connection state allocation.
- **Appropriate accounting and financial systems to document costs incurred and claims made.**

Established agencies, such as state and local governments, already have accounting and financial systems in place.
- **Policies and procedures to meet the requirements of DHS and those of Family Connection.**

Established agencies, such as state and local governments, are familiar with meeting state and federal laws, rules and regulations governing such areas as non-discrimination in employment and service practices; in complying with the applicable provisions of the Americans with Disabilities Act; complying with the Drug-Free Workplace Act of 1988; in meeting the publicity requirements of the DHS contract, as well as those provisions governing inventions, patents, copyrights and publications and the certifications relating to lobbying. Incorporated collaboratives that choose to serve as their own fiscal agent will need to develop their own policies and procedures to ensure they meet these requirements.
- **Management and retention of all required records.**

The fiscal agent must have sufficient staff and space to retain all records for the required seven years or more.
- **Policies and procedures related to the management of employees and to the management of contractors engaged to provide planning, facilitation, and coordination services to the collaborative.**

Entities such as government agencies and established corporate entities are already familiar with the tax and workplace requirements for employees and contractors. Local Family Connection collaboratives that are incorporated and serve as their own fiscal agents must ensure they have sufficient cash flow to pay the required federal tax payments associated with employees, and ensure they meet all work place requirements including the posting of required appropriate workplace notices. In addition, they must develop written policies and procedures for staff. If, however, planning, facilitation, and coordination services are provided by a contractor, the fiscal agent must ensure they adhere to all the necessary requirements related to managing an independent contractor as opposed to an employee.

RADON ACTION MONTH

WHEREAS: Radon is a colorless, odorless, naturally occurring radioactive gas that threatens the health of Walton County citizens; and

WHEREAS: The U.S. Surgeon General has warned that radon is the nation’s second-leading cause of lung cancer. According to the U.S. Environmental Protection Agency (EPA), radon exposure is the top cause of lung cancer among non-smokers; and

WHEREAS: One in 15 homes in the U.S. is estimated to display an elevated radon level. Any home in Walton County may have an elevated radon level, even if other homes in the same neighborhood do not present such risks; and


WHEREAS: Testing for radon is simple and inexpensive, and provides an effective method for identifying and addressing issues that may easily be fixed; and

WHEREAS: Radon Action Month provides an opportunity to increase awareness of the health risks associated with in-home radon exposure and the importance of radon testing in recognizing such harmful gases; and

WHEREAS: The University of Georgia’s College of Family and Consumer Sciences, the Georgia Department of Community Affairs, and the EPA are among the entities that encourage Georgia citizens to test places of residence for elevated levels of radon and to build new homes with radon-resistant materials and features; now

THEREFORE: I, David G. Thompson, Chairman of the Walton County Board of Commissioners in the State of Georgia, do hereby proclaim January 2022 as RADON ACTION MONTH in Walton County, Georgia.

In witness thereof, I have hereunto set my hand and caused the Seal of Walton County to be affixed this 18th day of January in the year of our Lord, Two Thousand and Twenty-Two.


David G. Thompson, Chairman

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS, that Walton County, Georgia, hereinafter called “County” and the Walton County Chamber of Commerce, a non-profit corporation, hereinafter called “Chamber” on this 1st day of February, 2022, have contracted and agreed as follows:

This agreement shall be in effect for a period of one (1) year from the first day of July, 2022, through the last day of June, 2023. At the end of this contract, it may be renewed by mutual agreement between the parties.

Notwithstanding any of the provisions of this agreement, it is agreed that the County has no financial interest in the business of the Chamber, and shall not be liable for any debts or obligations incurred by Chamber, nor shall County be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time or times use the name or credit of the County in purchasing or attempting to purchase equipment, supplies, or other thing or things whatsoever.

Chamber in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the County but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the County from time-to-time request to indicate that it is an independent contractor. The County does not and will not assume any responsibility for the means by which or manner in which services by the Chamber, provided for herein, are performed, but on the contrary, Chamber shall be wholly responsible therefor.

Chamber shall not transfer or assign this agreement or the license or any of the rights or privileges granted herein without the prior written consent of the County.

Chamber hereby agrees to comply strictly with all ordinances of Walton County, Georgia, and the laws of the State of Georgia while performing the terms of this agreement.

Chamber agrees that upon violation of any of the covenants or agreements herein contained, on account of any act of omission or commission of Chamber, the County may, at its option, terminate and cancel this agreement.

The County agrees to pay to the Chamber annually for a term of one (1) year \$50,000.00, to be paid quarterly at \$12,500. The Chamber agrees in consideration therefore to provide the County the following services:

Item 7.6.

- (1) Provide a full time professionally qualified director and an office manager to carry on the functions of the Chamber toward economic and community improvement and expansion of the area's economy to benefit all citizens.
- (2) Maintain a professional office location in order to make a great impression, which is often the first impression, for newcomers and new businesses in the county.
- (3) Assist the Development Authority as needed in seeking to attract and promote new and expanding industry with Walton County, to create new jobs and employment for the benefit and economic improvement and expansion for the citizens of the County.
- (4) Gather, keep updated, research and distribute information on the county as it pertains to newcomers and new businesses, including an up-to-date web-site promoting the community.
- (5) Develop and secure tools of the trade such as maps, brochures, magazines, reports, etc., as are necessary and required to adequately promote Walton County. Provide Walton County with a half page ad in the annual magazine.
- (6) For the mutual and economic wellbeing of the County, to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as the Georgia Chamber of Commerce; state utilities and departments, local, area and regional planning and development agencies; and, other groups, organizations, agencies and individuals.
- (7) Keep knowledgeable of local, state, regional and national trends in community development and work closely with local and area technical sources such as universities, colleges, authorities, and vocational technical institutions, and any and all other sources and aid to create more and better jobs for the benefit of the County and its citizens.

- (8) Continue with the Walton Proud initiative promoting excellent education options in Walton County and continue training adult and youth leaders through the Leadership Walton and Youth Leadership programs.

In addition, and for said consideration, Chamber further agrees to the following services:

- (1) Receive, study, and respond to all mail and phone inquiries which are directly or otherwise sent to the County, by potential visitors, business and professional people, school children from all over the U.S. and the world, research and survey agencies and myriad of outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, military establishments, state and federal agencies, schools and education institutions, housing, job opportunities, legal professions, hospitals and paramedical services, churches, climatic conditions (geographical, business, social), laws, regulations and statutes, courts, local community and governmental services, taxes and licenses to the extent authorized by law.
- (2) Serve as the principal public relations and information agency for the County and for all people who are referred by the County and who come into the Chamber offices but who would otherwise have to call upon the County for the services and information enumerated in this contract, and to serve or give directions to visitors in the County.
- (3) Welcome individuals and groups deemed by the County to be important to the County at their point of arrival and assist and help in coordinating the ground breakings, openings, civic presentations, and other activities involving the County and its officials.
- (4) Counsel, assist and promote potential new and expanding business, agencies and institutions moving into the area.
- (5) Through the management and staff of the Chamber, as well as volunteers from local leadership, to do everything possible to foster and promote Walton County, and to create and maintain its good name and good will.
- (6) To promote tourist business in Walton County by maintaining contact, information exchange and association with travel, visitor and tourist promotion agencies and organizations, and keep

abreast of current methods, trends, ideas, programs and procedures in the tourist industry, including the coordination of such programs with appropriate regional, state and national agencies.

- (7) The professional staff of the Chamber will endeavor to increase and broaden their management and promotional skills and techniques by participating in seminars, workshops and short courses.
- (8) Initiate, assist and coordinate activities and programs, which will retain and enlarge retail sales in Walton County and insure viable downtowns.

“Compliance with O.C.G.A. § 13-10-91 and Rule and Regulation of the State of Georgia #300-10-1-.02 are conditions of this contract. The Chamber has less than 100 employees.

In the event that the Chamber employs or contracts with any subcontractor(s) in connection with this contract, the Chamber agrees that it will secure from the subcontractor(s) such subcontractor(s’) indication of the employee-number category applicable to the subcontractor and will secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule and Regulation of the State of Georgia #300-10-1-.02 by the subcontractor’s execution of a subcontractor affidavit, if applicable, in the form set forth in Rule and Regulation of the State of Georgia #300-10-1-.08 or a substantially similar subcontractor affidavit, and that it will maintain records of such attestation for inspection by the Board of Commissioners of Walton County at any time. Such subcontractor affidavit shall become a part of the contract between the Chamber and the subcontractor.”

WITNESS our hands and seals this first day of 1st day of February, 2022

Item 7.6.

WALTON COUNTY CHAMBER OF COMMERCE

BY _____
Ammie Elliott, Chairman of the Board

(AFFIX SEAL)
ATTEST:

Teri H. Smiley
President

WALTON COUNTY

By _____
David Thompson, Chairman

(AFFIX SEAL)
ATTEST:

County Clerk



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

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

WITNESSETH:

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

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

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

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

Section 1: Contractor’s Services

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

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

probation requirements are in effect.

5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.
6. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
7. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
 - a. Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be tendered to the Court on no less than a monthly basis and no later than the tenth (10th) day of the following month. All funds and payments shall be accompanied with reporting and accounting through integration with the Court's CourtWare Solutions, Inc. (CSI) Computer software system in a format as determined by the Court.
 - b. The Contractor shall collect fines, fees, restitution and court costs assessed to the probationer by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrears only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each probationer. The Contractor will further provide a written receipt of all moneys paid to the Contractor by a probationer each time he or she makes a payment.
 - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
 - d. The Contractor shall assess a \$75 warrant fee per occurrence when a warrant is requested due to a probation violation and later signed by the Court. The Contractor will remit all warrant fees collected from probationers to the Court as a part of the records reconciliation and payment reimbursement process as prescribed in item number 25. The Contractor shall retain no portion of warrant fees ordered and/or collected.
8. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest bearing account without benefit or profit from said accounts.

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

Further, When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.
13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the County limits of Walton County, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
14. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing, and shall pay those costs pursuant to the Fee Schedule provided.
15. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Any electronic monitoring shall be in accordance with the attached Exhibit B. Probationers shall assume the cost of electronic monitoring, and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.

16. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.
17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.
18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant and shall provide the Court a report of any active warrants due to expire in the next 30 days at the time of any modification/revocation hearing.
19. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
20. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur and the amounts and dates of all monies collected.
21. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records and papers of whatever kind relative to the supervision of probationers, and shall make the same available only to authorized employees of the Contractor and authorized personnel of the County of Walton, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
22. In accordance with Georgia Department of Corrections Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records and papers in a centralized location convenient to the County and shall make the same available only to the Court, Walton County officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of Walton County, Georgia.

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

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

23. The Contractor shall provide the Court with the ability to access real-time reporting that provides the status of probationers supervised by the Contractor, the status of probationers for whom supervision or rehabilitation has been terminated, and the reason for the termination. The reports shall incorporate as

much detail as the Court may require. In addition, the Contractor shall provide access at any time to the Contractor's Case Management System to any authorized personnel of the Court. All information is declared to be confidential and shall be available only to those entities permitted by law and authorized by the Court. The reporting of system access and modification should also be made available to the Court, upon request.

24. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.
25. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Contractor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.
26. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
27. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Contractor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
28. The Contractor shall supervise all persons assigned to probation by the Court with an average ratio of probationers to staff of no greater than three hundred (300) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by Department of Community Supervision's Adult Misdemeanor Probation Oversight Unit.
29. The Contractor shall require that at least one (1) of its probation staff assigned to the Court speak, understand, read, and write fluently the Spanish language. That probation staff person shall be available to attend each calendar of the Court unless it appears to the Court that the officer's language abilities and skills shall not be necessary for any particular Court calendar.
30. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
 - a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-107;
 - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8-107;

- c) Has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-107; and
- d) Has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Contractor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-107.
- e) Where not specifically defined above, Contractor shall adhere to Georgia Department of Community Supervision Rules 105-2.09 and 105-2.12 related to employee qualifications, initial training and continuing education.
- f) Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.10 and O.C.G.A. §35-3-34 related to criminal background checks.

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

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

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

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

Section 2: Contractor's Reporting and Data Requirements

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

O.C.G.A. § 42-8-108

GEORGIA CODE
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*** Current through the 2016 Regular Session ***

TITLE 42. PENAL INSTITUTIONS
CHAPTER 8. PROBATION
ARTICLE 6. COUNTY AND MUNICIPAL PROBATION

O.C.G.A. § 42-8-108 (2016)

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

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

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

Section 3: County's Responsibilities

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

4: Period of Service

This Agreement shall be binding on the parties hereto for a period of one year commencing on January 1, 2022 and shall expire on December 31, 2022. The Agreement will remain in full force and effect unless and until the County elects to terminate this agreement pursuant to O.C.G.A. § 42-8-101 (a) (1). As provided in this subsection, termination may be initiated by the Chief Judge of the court which is subject to such contract and shall be subject to approval by the governing authority of the county which entered into the contract and in accordance with the agreed upon, written provisions of such contract. Termination of this agreement may be with or without cause by giving Southeast Corrections written notice of the same upon thirty (30) days written notice. Southeast Corrections shall relinquish all files, materials and records related to the supervision of probationers for the Magistrate Court of Walton County, Georgia in a manner agreeable to the County and the Magistrate Court of Walton County, Georgia.

Section 5: General Conditions

Insurance

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

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

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

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

Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
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Automobile Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 each occurrence
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Excess Umbrella Liability	\$3,000,000 each occurrence
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Subject to the approval of the County and to the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance.

5.2 Successors and Assigns

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

5.3 Modification

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

5.4 Compliance with Law

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

5.5 Miscellaneous

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

5.6 Indemnification

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

Section 6: Standard of Care

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

Section 7: Venue

Disputes arising out of this Agreement shall be heard in the State or Superior Court of Walton County,

Georgia. The County and Contractor agree that jurisdiction and venue are proper in Walton County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.

Section 8: Severability

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

Section 9: Compliance with Georgia Law

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

Contractor hereby states that it has complied with the requirements of O.C.G.A. § 13- 10-91, will attest its compliance by completing any necessary affidavits. Contractor acknowledges that it generally and typically will not utilize subcontractors or sub-subcontractors. However, if a sub Agreement or subcontractor is utilized by Contractor, Contractor shall obtain the employee number category and eligibility verification from all subcontractors and sub- subcontractors and submit the affidavits required by Georgia Law. Contractor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

Section 10: Notice and Service Thereof

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

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

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

[Signature Page Follows]



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

Magistrate Court of Walton County

BY: _____
David Thompson
Chairman, Board of Walton County Commission

BY: _____
Mike Burke
Chief Judge, Walton County Magistrate Court

Attest: _____

[Corporate Seal]

Contractor: Southeast Corrections, LLC

By: _____ Seal
John C. Prescott, Jr., President

Attest: _____

Name _____

Title: _____

Signed and Sealed in the presence of

By: _____
Notary Public

My commission expires: _____

**EXHIBIT A
DETAILED FEES/SERVICES**

FEE SCHEDULE ALL AT NO COST TO THE MAGISTRATE COURT OF WALTON COUNTY			
Service	Period/Unit	Probationer Paid	Cost to Court
Supervision Fee	Monthly (minimum)	\$40.00	\$0.00
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00
Payment only Cases	Monthly Three-month cap on fees	\$40.00	\$0.00
Intensive Supervision Fee	Monthly	\$45.00	\$0.00
Pre-Trial Diversion Supervision	Monthly	\$40.00	\$0.00
Drug Testing- 6 Panel - Lab analysis	Per Test	\$25.00	\$0.00
Drug Testing 7 Panel – Lab analysis	Per Test	\$30.00	\$0.00
Drug Testing (6-panel) On-Site	Per Test	\$25.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00
Voice Verification (Curfew monitoring)	Per Day	\$5.00	\$0.00
Electronic Monitoring (mobile) Alcohol only	Per Day	\$10.00	\$0.00
Electronic Monitoring (mobile) Alcohol and GPS	Per Day	\$15.00	\$0.00
Random Alcohol Breath Testing	Per Test	\$5.00/test	\$0.00
One-time hook-up fee for all EM	One time	\$50.00 once	\$0.00
Standard Cognitive Program – MRT Chronic multiple offenders	12 steps 26 modules	\$22.00/session + \$25 workbook	\$0.00
Thinking Outside the Box First time offenders - shoplifting, poor decisions	One day	\$100.00 (includes workbook)	
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00
In-State Transfer Fee	If applicable	No charge	\$0.00
Digital Processing Fee	One time	\$2.00	\$0.00

EXHIBIT B

ELECTRONIC MONITORING

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

SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

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

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

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

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

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

Notification Options.

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

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

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

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



MONITORING SYSTEM

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

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

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

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

Identify authorized personnel to which Southeast Corrections may report violations.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2021

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

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

PRODUCER The Whitlock Group Inc 3300 Breckinridge Blvd Ste 200 Duluth GA 30096	CONTACT NAME: Peter J Moon PHONE (A/C, No, Ext): (678) 906-2008 FAX (A/C, No): (855) 906-2012 E-MAIL ADDRESS: pmoon@twgins.net
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Southeast Corrections, LLC 1980 Satellite Blvd, Ste 3000 Duluth GA 30097	INSURER A : Nautilus Insurance Company 17370 INSURER B : Selective Insurance Co. of South Carolina 19259 INSURER C : Normandy Insurance Company 13012 INSURER D : Underwriters at Lloyds, London INSURER E : StarStone Specialty Insurance Co 44776 INSURER F : Travelers Casualty & Surety Company of America 31194

COVERAGES **CERTIFICATE NUMBER:** CL217803578 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1285648	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Excluded \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S 2402665	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A/E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			AN1242810 / 89519F210ALI	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NHGA0122412021	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability - Claims Made Retroactive Date: 9/1/05			B1636P210010	07/01/2021	07/01/2022	Each Claim \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Court Services, Records and Consulting Office

*Blanket Additional Insured status is provided for those entities requiring it by written contract with the named insured on a primary and non-contributory basis.
 *Personal and Advertising Injury Coverage is included in Professional Liability Coverage.
 *Umbrella/Excess Liability is "following form" policy.

CERTIFICATE HOLDER Walton County Magistrate 303 South Hammond Dr, Ste 116 Monroe GA 30655	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Agreement for Provision of Probation Services for the Probate Court of Walton County, Georgia

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

WITNESSETH:

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

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

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

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

Section 1: Contractor’s Services

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

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



"PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.

6. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
7. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
 - a. Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be tendered to the Court on no less than a monthly basis and no later than the tenth (10th) day of the following month. All funds and payments shall be accompanied with reporting and accounting through integration with the Court's CourtWare Solutions, Inc. (CSI) Computer software system in a format as determined by the Court.
 - b. The Contractor shall collect fines, fees, restitution and court costs assessed to the probationer by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrear only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each probationer. The Contractor will further provide a written receipt of all moneys paid to the Contractor by a probationer each time he or she makes a payment.
 - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
 - d. The Contractor shall assess a \$75 warrant fee per occurrence when a warrant is requested due to a probation violation and later signed by the Court. The Contractor will remit all warrant fees collected from probationers to the Court as a part of the records reconciliation and payment reimbursement process as prescribed in item number .25. The Contractor shall retain no portion of warrant fees ordered and/or collected.
8. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest bearing account without benefit or profit from said accounts.
9. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees collected be retained by the Contractor.



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

Further, When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.
13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the County limits of Walton County, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
14. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing, and shall pay those costs pursuant to the Fee Schedule provided.
15. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Any electronic monitoring shall be in accordance with the attached Exhibit B. Probationers shall assume the cost of electronic monitoring, and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.
16. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.



17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.
18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant and shall provide the Court a report of any active warrants due to expire in the next 30 days at the time of any modification/revocation hearing.
19. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
20. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur and the amounts and dates of all monies collected.
21. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records and papers of whatever kind relative to the supervision of probationers, and shall make the same available only to authorized employees of the Contractor and authorized personnel of the County of Walton, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
22. In accordance with Georgia Department of Corrections Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records and papers in a centralized location convenient to the County and shall make the same available only to the Court, Walton County officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of Walton County, Georgia.

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

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

23. The Contractor shall provide the Court with the ability to access real-time reporting that provides the status of probationers supervised by the Contractor, the status of probationers for whom supervision or rehabilitation has been terminated, and the reason for the termination. The reports shall incorporate as much detail as the Court may require. In addition, the Contractor shall provide access at any time to the Contractor's Case Management System to any authorized personnel of the Court. All information is declared to be confidential and shall be available only to those entities permitted by law and authorized by the Court. The reporting of system access and modification should also be made available to the Court, upon request.



24. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.
25. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Contractor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.
26. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
27. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Contractor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
28. The Contractor shall supervise all persons assigned to probation by the Court with an average ratio of probationers to staff of no greater than three hundred (300) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by Department of Community Supervision's Adult Misdemeanor Probation Oversight Unit.
29. The Contractor shall require that at least one (1) of its probation staff assigned to the Court speak, understand, read, and write fluently the Spanish language. That probation staff person shall be available to attend each calendar of the Court unless it appears to the Court that the officer's language abilities and skills shall not be necessary for any particular Court calendar.
30. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
 - a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-107;
 - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8- 107;
 - c) Has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of



- July 1, 1996 pursuant to O.C.G.A. §42-8-107; and
- d) Has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Contractor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-107.
 - e) Where not specifically defined above, Contractor shall adhere to Georgia Department of Community Supervision Rules 105-2.09 and 105-2.12 related to employee qualifications, initial training and continuing education.
 - f) Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.10 and O.C.G.A. §35-3-34 related to criminal background checks.
31. Under no circumstances shall costs or charges be incurred by the Court or the County from the Contractor for services rendered to the Court or the County. Under no circumstances shall the Court or the County be invoiced, receive a statement or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.
 32. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.
 33. Within thirty (30) calendar days of Agreement termination with the County, the Contractor shall return/turn over to the County all files, documents, correspondence, papers and databases applicable to the County's Agreement and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the County.
 34. Conflicts of Interest: The Contractor shall deliver to the County Clerk an affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that in rendering services to the County that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the County.

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

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

35. Follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards,



commissions or similar bodies that govern the activities and services provided under this Contract.

Section 2: Contractor's Reporting and Data Requirements

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

O.C.G.A. § 42-8-108

GEORGIA CODE
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*** Current through the 2016 Regular Session ***

TITLE 42. PENAL INSTITUTIONS
CHAPTER 8. PROBATION
ARTICLE 6. COUNTY AND MUNICIPAL PROBATION

O.C.G.A. § 42-8-108 (2016)

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

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

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

Section 3: County's Responsibilities

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

Section 4: Period of Service

This Agreement shall be binding on the parties hereto for a period of one year commencing on January 1, 2022 and shall expire on December 31, 2022. The Agreement will remain in full force and effect unless and until the



County elects to terminate this agreement pursuant to O.C.G.A. § 42-8-101 (a) (1). As provided in this subsection, termination may be initiated by the Chief Judge of the court which is subject to such contract and shall be subject to approval by the governing authority of the county which entered into the contract and in accordance with the agreed upon, written provisions of such contract. Termination of this agreement may be with or without cause by giving Southeast Corrections written notice of the same upon thirty (30) days written notice. Southeast Corrections shall relinquish all files, materials and records related to the supervision of probationers for the Probate Court of Walton County, Georgia in a manner agreeable to the County and the Probate Court of Walton County, Georgia.

Section 5: General Conditions

Insurance

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

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

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

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

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

5.2 Successors and Assigns



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

5.3 Modification

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

5.4 Compliance with Law

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

5.5 Miscellaneous

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

5.6 Indemnification

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

Section 6: Standard of Care

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

Section 7: Venue

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

Section 8: Severability

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

Section 9: Compliance with Georgia Law



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

Contractor hereby states that it has complied with the requirements of O.C.G.A. § 13-10-91, will attest its compliance by completing any necessary affidavits. Contractor acknowledges that it generally and typically will not utilize subcontractors or sub-subcontractors. However, if a sub Agreement or subcontractor is utilized by Contractor, Contractor shall obtain the employee number category and eligibility verification from all subcontractors and sub-subcontractors and submit the affidavits required by Georgia Law. Contractor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

Section 10: Notice and Service Thereof

All notices, demands, requests, instructions, approvals, and claims shall be in writing.

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

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

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

[Signature Page Follows]



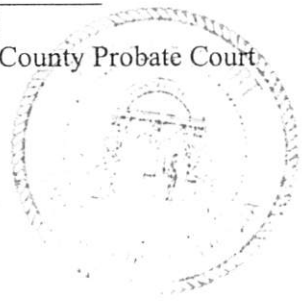
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

Probate Court of Walton County

BY: *David Thompson*
David Thompson
Chairman, Board of Commissioners

BY: *Bruce E. Wright*
Bruce E. Wright
Chief Judge, Walton County Probate Court

Attest: _____



[Corporate Seal]

Contractor: **Southeast Corrections, LLC**

By: *John C. Prescott, Jr.* Seal
John C. Prescott, Jr., President

Attest: _____

Name _____

Title: _____

Signed and Sealed in the presence of

By: *Brittany Smith*
Notary Public

My commission expires: 6/4/2025





**EXHIBIT A
DETAILED FEES/SERVICES**

FEE SCHEDULE			
ALL AT NO COST TO THE PROBATE COURT OF WALTON COUNTY			
Supervision Fee	Monthly (minimum)	\$40.00	\$0.00
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00
Payment only Cases	Monthly Three-month cap on fees	\$40.00	\$0.00
Intensive Supervision Fee	Monthly	\$45.00	\$0.00
Pre-Trial Diversion Supervision	Monthly	\$40.00	\$0.00
Drug Testing - 6 Panel - Lab analysis	Per Test	\$25.00	\$0.00
Drug Testing - 7 Panel - Lab analysis	Per Test	\$30.00	\$0.00
Drug Testing (6-panel) On-Site	Per Test	\$25.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00
Voice Verification (Curfew monitoring)	Per Day	\$5.00	\$0.00
Electronic Monitoring (mobile) Alcohol only	Per Day	\$10.00	\$0.00
Electronic Monitoring (mobile) Alcohol and GPS	Per Day	\$15.00	\$0.00
Random Alcohol Breath Testing	Per Test	\$5.00/test	\$0.00
One-time hook-up fee for all EM	One time	\$50.00 once	\$0.00
Standard Cognitive Program - MRT Chronic multiple offenders	12 steps 26 modules	\$22.00/session + \$25 workbook	\$0.00
Thinking Outside the Box First time offenders - shoplifting, poor decisions	One day	\$100.00 (includes workbook)	
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00
In-State Transfer Fee	If applicable	No charge	\$0.00
Digital Processing Fee	One time	\$2.00	\$0.00



EXHIBIT B

ELECTRONIC MONITORING

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

SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

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

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

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

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

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

Notification Options.

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

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

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

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



MONITORING SYSTEM

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

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

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

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

Identify authorized personnel to which Southeast Corrections may report violations.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2021

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

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

PRODUCER The Whitlock Group Inc 3300 Breckinridge Blvd Ste 200 Duluth GA 30098		CONTACT NAME: Peter J Moon PHONE (A/C, No, Ext): (878) 906-2008 FAX (A/C, No): (855) 906-2012 E-MAIL ADDRESS: pmoon@twgins.net	
INSURED Southeast Corrections, LLC 1900 Satellite Blvd, Ste 3000 Duluth GA 30097		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nautilus Insurance Company	NAIC # 17370
		INSURER B: Selective Insurance Co. of South Carolina	19259
		INSURER C: Normandy Insurance Company	13012
		INSURER D: Underwriters at Lloyds, London	
		INSURER E: StarStone Specialty Insurance Co	44776
		INSURER F: Travelers Casualty & Surety Company of America	31194

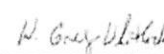
COVERAGES CERTIFICATE NUMBER: CL217803578 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NN1285648	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2402665	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A/E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ 0			AN1242810 / 89519F210AL	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NHGA0122412021	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability - Claims Made Retroactive Date: 9/1/05			B1838P210010	07/01/2021	07/01/2022	Each Claim \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Court Services, Records and Consulting Office

*Blanket Additional Insured status is provided for those entities requiring it by written contract with the named insured on a primary and non-contributory basis.
 *Personal and Advertising Injury Coverage is included in Professional Liability Coverage.
 *Umbrella/Excess Liability is "following form" policy.

CERTIFICATE HOLDER Walton County Probate Court 303 South Hammond Dr, Ste 116 Monroe GA 30655	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Walton County Department Agenda Request

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

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **02/01/22**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Inmate Housing agreement with Washington County**

Wording For Agenda: **Agreement for Inmate Housing with Washington County**

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 agreement**

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

If so, has a copy of the documentation been forwarded to County Attorney? **no**

Date forwarded to County Attorney:

Has the County Attorney review been completed?

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

INMATE HOUSING AND JAIL REIMBURSEMENT CONTRACT

THIS AGREEMENT is made and entered into this 10th day of January 2022 between Washington County, a political subdivision of the State of Georgia and its Sheriff, and **Walton County** Georgia, a political subdivision of the State of Georgia, and its Sheriff.

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

HOUSING

At the discretion of the Washington County Sheriff, Chief Jailer, or their designee, Washington will make its jail facility available to Providing County to house its prisoners to the extent that space and resources allow. In addition, Washington County will provide regular maintenance services for all Providing County prisoners housed in the County's jail facility.

Ordinary prisoner’s maintenance services shall be defined as those ordinary and relatively routine human needs common to all prisoners as defined by the Washington County Sheriff or Chief Jailer.

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

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

TRANSPORTATION AND DELIVERY OF PRISONERS

Providing County will be responsible for all transportation of housed inmates.

PER DIEM FEE

Providing County shall pay fifty-five (\$55.00) dollars per day for the cost of offering routine maintenance services to each of its prisoners housed in the Washington County Jail. In addition, if a Providing County inmate is booked into the Washington County Jail and released within a twenty-four (24) hour period, a per diem fee will be accrued for one (1) day.

MEDICAL SERVICES

Providing County shall reimburse Washington County for all medical services and medication provided by Washington County to any Providing County inmate. Any medical treatment other than emergency medical care (including, but not limited to, prescription medications, treatment of specific conditions and illness) shall require prior notice to and approval by Providing County. Providing County may authorize treatment for the inmate or return the prisoner to its custody for appropriate evaluation and treatment. In the event of a medical emergency involving a Providing County inmate, prior notice and approval for treatment may

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

INVOICES

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

PAYMENT

The per diem and reimbursement of expenses are due and payable to Washington County thirty (30) days after Washington County's invoice. Suppose the Providing County fails to make payment within thirty (30) days after the due date. In that case, all Providing County inmates housed by Washington County will be returned to the Providing County facility.

NOTICES

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

RECORDS AND AUDITS

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

MODIFICATION

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

TERMINATION

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

TERM

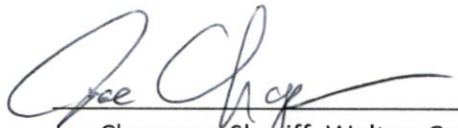
The term of this Agreement shall be One (1) year, effective immediately, and shall automatically renew annually for a maximum of four (4) consecutive one (1) year terms unless terminated per this Agreement. After the fourth annual renewal, there shall be no further automatic renewals unless a new agreement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

Joel Cochran, Sheriff, Washington County, Georgia

Date

Chairman Horace Daniel, Washington County BOC

Date



Joe Chapman, Sheriff, Walton County, Georgia

1/24/22
Date

Chairman, Walton County BOC

Date

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 1st day of February, 2022

Chairman, David G. Thompson

Attest:

County Clerk, Rhonda R. Hawk

AMENDMENT SUMMARY
February 2022 Agenda

1. **Public Works 4220:** FY 2022 Proposed amendment to increase budgeted expenditures (54.2200 Vehicles) by \$2230. The department had budgeted for two pickup trucks and they were approved in this year's budget, but since approval the price has materially increased. Public Works would like to transfer budgeted but unused funds from account 54.2500 (Equipment). This would result in no effect on overall fund balance.

2. **Probate Court 2450:** FY 2022 Proposed amendment to increase budgeted revenue by \$11,348 and to increase budgeted expenditures by the same amount. This request is a correction of the Cycle 1 application and approval from the State for the *Judicial Branch American Rescue Grant*. The Alcovy Circuit had been awarded \$311,515 (approved by BOC at January 2022 meeting) to cover reimbursement for the salaries of two Investigators (one for Walton Co and one for Newton Co) and two Investigative Assistants (one for Walton Co and one for Newton Co), as well as funds for the Senior Judge plus administrative costs. After the original award an additional amount was included for a Walton County Associate Probate Judge. This would be an annual allowance paid to the current Senior Clerk. The result would be no effect on fund balance for FY 2022. This is a three year grant that is applied for annually.

3. **Sheriff 3300:** FY 2022 Proposed amendment/budget transfer to cover a deficit in budgeted expenditures (52.3850 Contract Labor) of \$20,201. The department would like to transfer budgeted but unused funds from department 3340 account 51.1100 (Regular Employees) to cover the shortfall. This would result in no effect on overall fund balance.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGETS FOR THE RESURFACING AND LMIG PATCHING 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 Patching 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 1st DAY OF February, 2022:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

Walton County Board of Commissioners

2022 Local Maintenance and Improvement Grant (LMIG) Program Priority List

20-Oct-21

Project	Description	Length (miles)	Schedule	Estimated Costs
2022 Patching and Resurfacing Program			March-Sept 2022	
1	Gratis Road-from Monroe City Limits to Ike Stone Rd	2.16		\$319,500.00
2	Ammons Bridge Rd-from Michael Etchison Rd to Monroe City Limits	0.93		\$139,500.00
3	North Cross Lane Rd-from Bold Springs Rd to Pavement End	1.82		\$273,000.00
4	Hightower Trail-from GA Hwy 81 to Newton County Line	0.82		\$123,000.00
5	Sandy Creek Rd-from Miller Bottom Rd to Centerhill Church Rd	1.09		\$163,000.00
6	Azelea Drive-from Rosewood Way to Rosewood Way	0.90		\$135,000.00
7	Sandy Creek Court-from Sandy Creek Rd to Cul-de-sac	0.20		\$32,000.00
8	Paddock Rd-from Social Circle Jersey Rd to Cul-de-sac	0.90		\$180,000.00
9	Milling and Deep Patching- Various Roads for SPLOST Road Projects to be resurfaced by SPLOST Funds	3000 tons		\$450,000.00

Total LMIG Program Costs	\$1,815,000.00
2021 LMIG Allocation	\$1,205,854.11
30% Required Local Match (SPLOST)	\$361,756.23
Additional Local SPLOST Funds	\$247,389.66
Total Program Funding	\$1,815,000.00

January 4, 2022

Charna Parker, Director
Walton County Planning & Development
303 S Hammond Drive Ste 98
Monroe GA 30655

Ms. Parker,

Thank you for the opportunity to propose consulting services to Walton County regarding the annual update report for the County's impact fee program. This proposal will accomplish the DCA-required task—the preparation of a 2022 Capital Improvements Element (CIE) annual update.

The results of our services will be the preparation of the CIE annual update report for the County meeting all legal and administrative requirements.

Our assistance will include the following items:

1. Preparation of a CIE annual update report acceptable to the Georgia Dept. of Community Affairs (DCA) under their *Development Impact Fee Compliance Requirements*, including a public hearing as required by DCA. The annual update will contain the following:
 - a. A financial report, detailing impact fee collections, expenditures, funds on hand, and interest accrued, for the last completed fiscal year, reflecting data supplied by the County from the last completed annual audit.
 - b. An updated five-year Short Term Work Program based on staff input on the current status of impact fee projects.
2. A wrap-up conference call with staff to review and fine tune the draft annual update.
3. Assistance in preparation of a transmittal resolution and suggested public notice language.
4. Participation in the Board of Commissioners' public hearing, to transmit the annual update to the Northeast Georgia Regional Commission and DCA.
5. Delivery of the CIE draft annual update report in electronic format for the County to transmit to the Regional Commission.
6. Response to any and all comments received during the review of the annual update by the Regional Commission and DCA.
7. Preparation of an adoption resolution following review by the Regional Commission and DCA.
8. Attendance at the Board of Commissioners' meeting at which the CIE annual update is to be adopted.
9. Delivery of the final CIE annual update following its adoption in electronic format, for transmittal to the Regional Commission by the County.

We anticipate that County staff will handle scheduling and notice of the transmittal public hearing, forwarding the Draft CIE Annual Update to the Regional Commission, scheduling the adoption by the Board of Commissioners, and transmitting the final adopted report and adoption resolution to the Regional Commission.

Our compensation will be billed on a lump sum basis for all items above, at a total not to exceed \$5,548. Additional services requested by the County, if any, will be invoiced on an hourly basis for professional and travel time plus reimbursement for the direct cost of normal and related expenditures at our standard hourly rates, as mutually agreeable between us. As an alternative, additional services may be negotiated on a lump sum basis at the County’s option when appropriate to the work to be performed.

Invoices will be submitted no more often than once each month, and will be payable within thirty days of receipt. Each invoice will be based on the percent of the work completed during the preceding month and, if additional services were performed at the County’s request, will be accompanied by an itemized report on time expended and reimbursable expenses (or percent complete for lump sum services).

You may terminate this agreement in writing at any time, or we may mutually agree to amend it depending on the requirements of the project. In any event, the terms of our agreement will lapse one year from the date of this letter unless extended by our mutual consent.

I look forward to continuing to work with you and the County Staff on the impact fee program, and adoption of the annual update in a timely manner.

Sincerely,



William F. Ross

If this proposal is acceptable to the County, please sign one copy and return it to us at the address below.

By:

Date: _____, 2022

ATTEST:

By:

Memorandum

TO: Charna Parker, Director, Planning & Development

FROM: Bill Ross

DATE: January 4, 2022

RE: Schedule – Annual CIE Update Report for 2022

Here’s a suggested schedule for the 2022 Annual Update Report. We will update all of the project tables to the latest CIE, as well as in the 5-year Community Work Program.

January 17	Finance Director forwards data to Consultant to update Financial Table (FY 2021).
January 31	Consultant forwards mockup of Community Work Program to delete 2021 and add 2026.
February 11	Staff returns CWP with mark-ups.
February 14	Staff and Consultant discuss updates to CWP (by phone if needed).
February 21	Initial draft of CIE Annual Update report forwarded to staff for review.
March 4	Wrap-up meeting with staff to finalize CIE Annual Update (or by phone).
March 11	Final draft of CIE Annual Update forwarded to staff.
March 14	Consultant forwards draft public notice language and Transmittal Resolution to staff.
March 15	Staff places public notice for public hearing (publication week of April 19).
April 5	County Commission Public Hearing; transmittal resolution adopted.
April 6	Staff forwards copy of draft CIE Annual Update document and transmittal Resolution to NEGRC.
April 13	Staff confirms SWGRC’s certification that submittal is complete.
April - June	Staff/Consultant responds to questions from NEGRC or DCA, if any, during 60-day review.
June 16	Chairman receives approval letters from NEGRC and DCA.
June 17	Consultant forwards draft of Adoption Resolution.
July 5	County Commission adopts 2021 CIE Annual Update.
July 6	Staff forwards copy of adopted CIE Annual Update document and Adoption Resolution to NEGRC.

cc: Kristi Parr, Assistant Director, Planning & Development



January 25, 2022

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

Reference: Walton County Public Safety
Construction Management at Risk Selection Recommendation

Dear Mr. Thompson:

The selection process for a Construction- Manager at Risk on the Walton County Public Safety Complex has been concluded. The recommended award is to McCarthy + Barnsley, a joint venture proposer.

The selection process utilized was a competitive, publicly advertised qualifications-based process. The selection was made by a Selection & Evaluation Group consisting of elected officials and employees of the Walton County Board of Commissioners, Walton County government, and the Walton County Sheriff's Office.

Three proposals were received following the public advertisement. Through review of the qualifications, proposed project team, and experience of each of the proposers, as well as reference checks from the proposers' clients and business partners, McCarthy + Barnsley was determined by the Selection & Evaluation Group to be the most qualified proposer to provide Construction Management At-Risk services on the Public Safety Complex project.

Comprehensive Program Services, Inc. (CPS) oversaw the selection process and negotiated with the apparent proposer on behalf of the Walton County Board of Commissioners. **CPS recommends award be made to McCarthy + Barnsley and the attached negotiated proposal be accepted, pending contract review by the Walton County Attorney.**

Sincerely,

Megan Kocikowski
Vice President

Enclosure: EXHIBIT F - CM At-Risk's General Conditions and Fee Proposal Dated January 11, 2022

EXHIBIT F

CM AT-RISK'S GENERAL CONDITIONS AND FEE PROPOSAL

CM AT-RISK'S PRE-CONSTRUCTION SUM		
LABOR	\$	481,640.00
OVERHEAD COSTS AND EXPENSES	\$	15,000.00
FEE (IF Any)	\$	-
PRE-CONSTRUCTION SUM	\$	496,640.00
CM AT-RISK'S CONSTRUCTION PHASE GENERAL CONDITIONS COSTS		
LABOR	\$	4,891,445.12
OVERHEAD COSTS AND EXPENSES	\$	2,260,339.00
TOTAL	\$	7,151,784.12
CM AT-RISK'S FEE		
CONSTRUCTION PHASE FEE PERCENTAGE		3.85%
CONSTRUCTION PHASE FEE AMOUNT	\$	3,874,221.82
<small>The Construction Phase Fee Amount is calculated by multiplying the Construction Phase Fee Percentage by the result obtained when the Preconstruction Sum is subtracted from the Construction Cost Limitation and the result is divided by the sum of 1 plus the Construction Phase Fee Percentage. $CPFee = CPFee\% \times [(CCL - PreCon\ Sum)/(1 + CPFee\%)]$</small>		
TOTALS		
CONSTRUCTION COST LIMITATION	\$	105,000,000.00
TOTAL PRE-CONSTRUCTION PHASE SUM, CONSTRUCTION PHASE GENERAL CONDITIONS COSTS, AND CM/GC's FEE	\$	11,522,645.94
PERCENTAGE OF PROJECT		10.97%

Proposers must attach a detailed itemization of the proposed General Conditions Costs in the format attached hereto.

Project Number:
 Project Name: Walton County Public Safety Complex

Proposer (Company): McCarthy Barnsley
 Name: Rob Schulten

Date: January 11, 2022

PRE-CONSTRUCTION PHASE LABOR COSTS						
	Job Title	Hourly Rate	Est. Hours	Total	Notes	
1	Preconstruction Director	\$165.00	1,040.00	\$ 171,600.00		
2	Preconstruction Senior Manager	\$131.00	1,040.00	\$ 136,240.00		
3	Estimator	\$75.00	1,040.00	\$ 78,000.00		
4	Estimator	\$75.00	1,040.00	\$ 78,000.00		
5	VDC Engineer	\$88.00	100.00	\$ 8,800.00		
6	Scheduling	\$90.00	100.00	\$ 9,000.00		
7				\$ -		
8				\$ -		
PRE-CONSTRUCTION PHASE LABOR COSTS TOTAL				\$ 481,640.00		
PRE-CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES						
	Description	Number of Units	Unit (Lump Sum, Day, Month, etc.)	Cost per Unit	Total	Notes
1	Office Supplies	1.00	Lump Sum	\$ 2,500.00	\$ 2,500.00	
2	Postage & Shopping	1.00	Lump Sum	\$ 2,500.00	\$ 2,500.00	
3	Blue Prints/Copies	1.00	Lump Sum	\$ 4,000.00	\$ 4,000.00	
4	Phone Charges				\$ -	
5	Courier Service	1.00	Lump Sum	\$ 1,000.00	\$ 1,000.00	
6	Travel Expenses	1.00	Lump Sum	\$ 5,000.00	\$ 5,000.00	
7					\$ -	
8					\$ -	
9					\$ -	
10					\$ -	
11					\$ -	
PRE-CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES TOTAL				\$ 15,000.00		
PRE-CONSTRUCTION PHASE GENERAL CONDITIONS TOTAL				\$ 496,640.00		
FEE, IF ANY (IN DOLLARS)				\$ -		
TOTAL PRE-CONSTRUCTION PHASE SUM				\$ 496,640.00		

CONSTRUCTION PHASE LABOR COSTS*							
	Job Title	Hourly Rate**	Est. % on Project	Monthly Rate**	Duration (months)***	Total****	Notes
1	Project Executive	\$ 200.00	40%	\$ 34,640.00	27	\$ 374,112.00	
2	Senior Project Manager	\$ 140.00	60%	\$ 24,248.00	27	\$ 392,817.60	
3	Project Manager	\$ 127.00	100%	\$ 21,996.40	26	\$ 571,906.40	
4	Senior Superintendent	\$ 172.00	100%	\$ 29,790.40	26	\$ 774,550.40	
5	Superintendent - Structure	\$ 127.00	100%	\$ 21,996.40	16	\$ 351,942.40	
6	Superintendent - Detention	\$ 127.00	100%	\$ 21,996.40	16	\$ 351,942.40	
7	Assistant Superintendent	\$ 97.00	100%	\$ 16,800.40	20	\$ 336,008.00	
8	Senior Project Engineer	\$ 77.00	100%	\$ 13,336.40	20	\$ 266,728.00	
9	Project Engineer	\$ 73.00	100%	\$ 12,643.60	27	\$ 341,377.20	
10	Project Engineer	\$ 73.00	100%	\$ 12,643.60	22	\$ 278,159.20	
11	Project Accountant (Field Office Processor)	\$ 61.00	100%	\$ 10,565.20	22	\$ 232,434.40	
12	Safety Coordinator	\$ 95.00	100%	\$ 16,454.00	24	\$ 394,896.00	
13	VDC Engineer	\$ 88.00	60%	\$ 15,241.60	22	\$ 201,189.12	
14	Scheduling	\$ 90.00	25%	\$ 15,588.00	6	\$ 23,382.00	
15						\$ -	
16						\$ -	
17						\$ -	
18				\$ -		\$ -	
CONSTRUCTION PHASE LABOR COSTS TOTAL						\$ 4,891,445.12	

* All CM At-Risk's employees performing Basic Services shall be listed in Labor Costs.

** CM At-Risk shall attach a detailed itemization of the components of the labor burden

***A Project Manager or Superintendent must be present to supervise completion of all Punchlist Items. Proposer should include Labor Costs for this supervision which is required after Substantial Completion.

****Total calculates as Est. % on Project multiplied by Monthly Rate multiplied by Duration.

CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES						
	Description	Number of Units	Unit (Lump Sum, Day, Month, etc.)	Cost per Unit	Total	Notes
1	Field Office Trailer	24.00	Months	\$ 3,000.00	\$ 72,000.00	Quad Wide Trailer
2	Field Office Set-Up	1.00	Lump Sum	\$ 25,000.00	\$ 25,000.00	Mob and Demob
3	Owner Trailer (if applicable)				\$ -	
4	Owner Trailer Set-Up (if applicable)				\$ -	
5	Temp Toilet/Holding Tank for Trailer(s)	24.00	Months	\$ 600.00	\$ 14,400.00	
6	Temp Power for Trailer(s)	24.00	Months	\$ 2,200.00	\$ 52,800.00	
7	Temp Power Installation for Trailer(s)	1.00	Lump Sum	\$ 6,000.00	\$ 6,000.00	
8	Temp Water for Trailer(s)	24.00	Months	\$ 450.00	\$ 10,800.00	
9	Temp Water Installation for Trailer(s)	1.00	Lump Sum	\$ 6,000.00	\$ 6,000.00	
10	Telephone for Trailer(s)				\$ -	
11	Telephone Installation for Trailer(s)				\$ -	
12	Internet for Trailer(s)	24.00	Months	\$ 1,000.00	\$ 24,000.00	
13	Internet Installation for Trailer(s)	1.00	Lump Sum	\$ 6,000.00	\$ 6,000.00	
14	Cleaning for Trailer(s)	24.00	Months	\$ 400.00	\$ 9,600.00	
15	Furniture for Trailer(s)	1.00	Lump Sum	\$ 5,000.00	\$ 5,000.00	
16	Machines & Equipment for Trailer(s)	24.00	Months	\$ 2,500.00	\$ 60,000.00	
17	Supplies for Trailer(s)	1.00	Lump Sum	\$ 5,000.00	\$ 5,000.00	
18	Water for Consumption for Trailer(s)	24.00	Months	\$ 300.00	\$ 7,200.00	
19	Postage & Shipping	24.00	Months	\$ 350.00	\$ 8,400.00	
20	Reproduction of Plans & Specs	1.00	Lump Sum	\$ 5,000.00	\$ 5,000.00	
21	Progress Photos	1.00	Lump Sum	\$ 75,000.00	\$ 75,000.00	Multivista or Similar
22	Owner Project Identification Signs	3.00	Lump Sum	\$ 2,500.00	\$ 7,500.00	
23	Mobile Phones				\$ -	included
24	Project Vehicles				\$ -	included
25	Fuel for Project Vehicles				\$ -	included
26	Travel/Lodging				\$ -	included
27	Computers				\$ -	included
28	Payment & Performance Bond	1.00	Lump Sum	\$ 585,953.00	\$ 585,953.00	
29	Builder's Risk Insurance	1.00	Lump Sum	\$ 119,686.00	\$ 119,686.00	
30	Liability Insurance	1.00	Lump Sum	#####	\$ 1,155,000.00	
31					\$ -	
32					\$ -	

CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES (continued)						
	Description	Number of Units	Unit (Lump Sum, Day, Month, etc.)	Cost per Unit	Total	Notes
33					\$ -	
34					\$ -	
35					\$ -	
36					\$ -	
37					\$ -	
38					\$ -	
39					\$ -	
40					\$ -	
41					\$ -	
42					\$ -	
43					\$ -	
44					\$ -	
45					\$ -	
46					\$ -	
47					\$ -	
48					\$ -	
49					\$ -	
50					\$ -	
51					\$ -	
52					\$ -	
53					\$ -	
54					\$ -	
55					\$ -	
56					\$ -	
57					\$ -	
CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES TOTAL					\$ 2,260,339.00	
CONSTRUCTION PHASE GENERAL CONDITIONS TOTAL					\$ 7,151,784.12	

**REQUEST FOR PROPOSAL #2022-03 FOR Design-Build – South Hammond Drive Courthouse - Courtrooms @ 303 South Hammond Drive, Monroe, Georgia 30655
WALTON COUNTY BOARD OF COMMISSIONERS**

TO: Chairman Thompson and Board of Commissioners
FROM: Thomas J. “Jeff” Prine, CCM, LEED AP – Ascension Program Management, LLC
Capital Project Manager
DATE: January 24, 2022
SUBJECT: **Walton County Request for Proposals – Design-Build services for South Hammond Drive Courthouse – Courtrooms – Rankings and Recommendations.**

On **January 12, 2022**, Proposals were received from the following Design-Build Construction Management Firms (Teams):

- 1. Sunbelt Builders, Inc.
- 2. Hogan Construction
- 3. Albion

An evaluation committee made up of Judge Ott, Judge Foster, Hank Shirley, and Jeff Prine met on January 21, 2022, to review said proposals and determine a specific ranking and recommendation for the BOC.

The evaluation followed precisely the format that had been included within the RFP. Maximum points that could have been achieved was 1,200 points. Each committee member reviewed each of the Proposals on their technical qualifications and those scores were tallied. At the end of that step the rankings were as follows:

- 1. Sunbelt Builders, Inc.
- 2. Hogan Construction
- 3. Albion

Next, we opened and read aloud their Fees which included Pre-Construction and Design Phase services as follows:

- 1. Sunbelt Builders, Inc. \$42,500.00 and a CM Construction Mgmt. Fee % of 5 ½%
- 2. Hogan Construction \$66,250.00 and a CM Construction Mgmt. Fee % of 9%
- 3. Albion \$81,958.00 and a CM Construction Mgmt. Fee % of 6%

Taking into consideration, both the technical qualifications and the proposed Fees, the committee members completed their evaluations, and the final ranking is as follows:

- 1. Sunbelt Builders, Inc. 1,178 points
- 2. Hogan Construction 1,117 points
- 3. Albion 1,055 points

Therefore, it is the recommendation of the evaluation committee that the Board of Commissioners award a Design-Build Construction Management Contract for Pre-Construction / Design Services to **Sunbelt Builders, Inc.** for the total amount of **\$42,500.00.**

Respectfully,

A handwritten signature in blue ink, appearing to read "Tom J. Prine". The signature is stylized and cursive.

Thomas J. "Jeff" Prine, CCM, LEED AP
Ascension Program Management, LLC
Capital Project Manager

WALTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: February 1, 2022

SUBJECT: **Renovations to Courthouse Annex 1**

RECEIVED FROM: Hank Shirley, Rhonda Hawk

New Business Old Business

ITEM SUMMARY: The attached bids were considered for Renovations to Courthouse Annex 1

ADMINISTRATIVE COMMENTS:

Please see attached Bid Summary including base bids and alternates. The bid from Ketom Construction was declared non-responsive as they did not acknowledge addendum 3 or 4.

ADMINISTRATIVE RECOMMENDATION:

Please accept the low bid from Hogan Construction giving Chairman Thompson the authority to execute a contract.

WALTON COUNTY COURTHOUSE ANNEX I RENOVATION JANUARY 18, 2022 Bids Due 9:30 A.M. Bid Tabulation Sheet

BIDDER	Bid	E.	Add	Add	Add	Add	Base Bid	Alternates						Remarks
	Bond	Ver.	1	2	3	4		1	2	3	4	5	6	
COMPANY NAME	y/n	y/n	y/n	y/n	y/n	y/n								
AMO Construction LLC	Yes	Yes	Yes	Yes	Yes	Yes	919,865.00	-24,500	-1,7500	-8,800	-670	-1,950	-12,500	
Diversified Const. of GA	Yes	Yes	Yes	Yes	Yes	Yes	1,175,000.00	-37,090	-1,200	-1,500	-3,000	-2,614	-16,282	
Garland Const.	Yes	Yes	Yes	Yes	Yes	Yes	1,128,722.00	-40,000	-454	-2,519	-300	-2,858	-25,424	
Hogan Const. Group	Yes	Yes	Yes	Yes	Yes	Yes	789,000.00	-21,000	-0	+6,800	-0	-2,500	-14,000	
Ketam Const.	Yes	Yes	Yes	Yes	Not Acknowledged		786,787.00							
Multiplex	Yes	Yes	Yes	Yes	Yes	Yes	1,050,000.00	-20,000	0	0	0	-2,500	-4,000	
Oconee Const. Servs LLC	Yes	Yes	Yes	Yes	Yes	Yes	924,489.00	-0	-1,925	-99,36	-180	-4,900	0	
Smith + CO.	Yes	Yes	Yes	Yes	Yes	Yes	957,724.00	-37,868	-2,000	-1,100	+2,604	-2,100	-3,000	

Witnessed By: *Rhonda Hambl*
Date: *1/18/22*

Witnessed By: *John Jeffcoat*
Date: *1/18/22*

Rhonda Hawk

From: Morris Jordan <morris.jordan@co.walton.ga.us> on behalf of Morris Jordan
Sent: Tuesday, January 25, 2022 11:53 AM
To: Rhonda Hawk
Subject: Pre-Qualifications

Pre-Qualification packages were requested from contractors interested in bidding on the Center Hill Church Line Upgrade and the North Loop Phase 1 Line Upgrade. Packages were received from: Anderson Grading, Legacy Water Group, Ronny Jones Enterprises, Mid-South Builders, Fortis Engineering and Reynolds Contractors. Fortis Engineering failed to complete the last project we had with them on time and we received a number of complaints concerning the dress up and way the project was handled so they should be disqualified. Reynolds won the bid to install a new line and pump station for the City of Loganville that connects with our line on Tom Brewer for a second connection point. Even though this project was for the City of Loganville we received a number of complaints concerning dress ups and the project has not been completed in the time set out in the contract. The project is still not complete.

Our recommendation is to approve Anderson Grading, Legacy Water Group, Ronny Jones Enterprises and Mid-South Builders as approved contractors to bid on the projects.

--

Morris Jordan
Director
Walton County Water
770 466 4887
morris.jordan@co.walton.ga.us



Position: County Administrator

Department: Chairman and Board of Commissioners

CA/1

FLSA: E

JOB SUMMARY

This position serves as the executive administrative officer responsible for managing day-to-day county government operations including overseeing the personnel, budgeting, purchasing, and grants functions of the government.

NOTE: This position is non-Civil Service; it is annually appointed by and serves at the pleasure of the Walton County Chairman and Board of Commissioners.

MAJOR DUTIES

- Manages the daily operations of the county, to include departmental reviews to ensure efficient and effective provision of services in accordance with expected standards and deadlines.
- Acts as liaison between the commissioners and the public by responding to inquiries and resolving conflicts.
- Prepares and monitors the use of economic development grant applications; monitors the execution of grants.
- Develops and implements operating policies and procedures for the county in conjunction with the commissioners.
- Oversees the operation of employee benefits programs, including pension plan, risk management, and workers' compensation.
- Coordinates with Public Information Officer to provide reports and information to the media and civic organizations as requested.
- Coordinates with the Chairman on a daily basis to ensure tasks, goals, and strategy is "on track" and fully understood. Also liaisons with Commissioners upon their availability and request to affirm objectives, policy compliance and track progress.
- Establish and maintains credibility and unity throughout the organization as an effective developer of solutions; provide strategic input and leadership on decision making issues, consulting with the Chairman and Board of Commissioners, department heads, elected officials and other relevant individuals regarding operations/activities, problem review/resolution, and

overall direction for the county consistent with goals, strategies, and mission.

- Coordinates multiple department projects by serving as lead executor, moderator, and guide by integrating missions and leading the necessary collaboration to affect solutions and successful outcomes.
- Establish, set common goals, and direct relationship between departments to work in concert for the mutual benefit of all Walton County staff.
- Assists the Chairman with preparation of the annual county budget for Board of Commissioners consideration and revisions. Monitor budget compliance throughout the fiscal year.
- Provides support to the Chairman and Board of Commissioners; prepare correspondence; including agenda items, supporting documentation, presentation materials; attend all Commission meetings; proactively respond to inquiries; provide information and make recommendations on the status of county operations and projects; implement decisions of the Commission.
- Oversees SPLOST projects, capital improvement and special projects, including the planning, design, funding, implementation, and administrative support for successful completion.
- Performs public relations and liaison duties to include meetings and presentations with local/state/federal officials, attorneys, consultants, vendors, business leaders, civic groups, and the general public to coordinate activities, exchange information, resolve problems, and develop solutions for county programs, plans, and policies.
- Assists in the development of the county comprehensive and strategic plans.
- Performs related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of local government operations and related local, state, and federal regulations, grant program requirements, standards, policies, and procedures.
- Knowledge of the demographic and economic profile of the county, including its industrial base.
- Knowledge of community and economic development practices.
- Knowledge of budgetary principles and public financial management.
- Knowledge of supervisory principles and practices of public personnel administration, including unemployment, wage and hour, EEOC, taxes, workers' compensation, pensions, and risk management.
- Knowledge of computers and job related software programs.

- Knowledge of the principles and practices of effective public relations.
- Skill in planning, organizing, directing and coordinating the work of personnel.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Chairman and Board of Commissioners assigns work in terms of overall county goals and objectives. The employee must use much judgment in deciding how to accomplish goals. The work is reviewed through conferences, reports, and observation of county government operations.

GUIDELINES

Guidelines include: county codes and ordinances; applicable state and federal laws; county policies and procedures; and directives from the Chairman and Board of Commissioners. These guidelines require judgment, selection and interpretation in application. This position develops overall county guidelines.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management, administrative, and supervisory duties. The variety of county operations contributes to the complexity of the position.
- The purpose of this position is to manage the overall operations of the county government. Successful performance in this position facilitates the work of all county departments, ensures that county services are delivered, ensures that county records are properly maintained, and enhances the image of the county.

CONTACTS

- Contacts are typically with department heads, other county employees, elected and appointed officials, representatives of business and civic organizations, government agency officials, news media representatives, and members of the general public.
- Contacts are typically to: provide services; give or exchange information;

resolve problems; motivate or influence persons; or justify, defend, settle, or negotiate matters.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

- This position has direct supervision over non-elected department heads as assigned by the Chairman and Board of Commissioners.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a master's degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- Ability to be bonded.

PREFERRED QUALIFICATIONS

- Experience with intergovernmental departments at federal and state levels.
- Experience with emergency operations planning, possessing an understanding of security requirements associated with public safety.
- Experience in reviewing engineering plans and diagrams.
- Experience in vulnerability assessment related to government/public performance and overall safety.