INTERGOVERNMENTAL AGREEMENT CONCERNING THE FUNDING AND BUILDING OF A NEW AZALEA REGIONAL LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with any county, municipality or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to O.C.G.A. § 20-5-49, the Library System is authorized to make and enter into such contracts or agreements as are deemed necessary and desirable; and,

WHEREAS, the Parties desire to enter into this Agreement in accordance with the terms, conditions, and obligations contained herein for the purpose of constructing a new library building in the City of Loganville (the "New Library"); and,

WHEREAS, the Library System obtained and reviewed a feasibility study in November, 2021, (the "Feasibility Study") (included herewith and attached as Exhibit "A") which specifies the current condition of its current library and the improvements needed for it to continue operations; and,

WHEREAS, the current existing library located at 363 Conyers Road, Loganville, Walton County, Georgia 30655 (the "Old Library") would require substantial renovations and repair to continue its operations in the long term; and,

WHEREAS, on or about January 10, 2022, the Georgia Department of Transportation ("GDOT") held a meeting with the City and the Library System to discuss potential changes to the intersection of SR 20 and Hwy. 78 (this intersection is located at the Northeast corner of the Old Library location) (a copy of GDOT's meeting minutes from said meeting are attached hereto as Exhibit "B"); and,

WHEREAS, the proposed redesign of said intersection would likely negatively impact the ingress and egress to the Old Library and potentially detract from the Old Library's attendance; and,

WHEREAS, the Parties agree that a new location for the City's library would promote the safety, efficiency, and flow of traffic within the City and to and from the New Library by users of the New Library; and,

WHEREAS, on or about June 6, 1990, the Old Library was fully constructed and dedicated to the memory of Ms. Willie D. O'Kelly Dubois ("Ms. O'Kelly"), who, by all accounts was a pillar of kindness and generosity to the Loganville community; and,

WHEREAS, Ms. O'Kelly's legacy is worth remembering (a short publication included herewith and attached hereto as Exhibit "C" provides an overview of said legacy); and,

WHEREAS, the Parties agree that the New Library will maintain the same name, to wit: the O'Kelly Memorial Library; and,

WHEREAS, the City is the owner of those certain properties commonly known as 190 Covington Street, Loganville, Walton County, Georgia and 210 Main Street, Loganville, Walton County, Georgia 30052, (collectively the "Property") (see, Exhibits "D" and "D1" for legal descriptions of the Property); and,

WHEREAS, the Parties agree that the New Library would benefit the health, safety, and welfare of the community; and,

WHEREAS, the Parties agree that the Property contains enough acreage to build the New Library; and,

WHEREAS, the Property contains approximately 3.57 acres, more or less; and,

WHEREAS, the City desires to grant the Library System use of up to 1.75 acres of the Property for the purpose of building and operating the New Library; and,

WHEREAS, the City has obtained a preliminary conceptual location depiction for the New Library on the Property (see Exhibit "E" attached); and,

WHEREAS, the New Library will help with the revitalization of the downtown City core; and,

WHEREAS, the New Library location will benefit from the City's continued efforts to revitalize its core downtown business district; and,

WHEREAS, the Library System has chosen an architectural firm to design the New Library, to wit: McMillan, Pazdan, Smith, Architecture.

WHEREAS, a construction committee consisting of Stacy L. Brown, Executive Director, Azalea Regional Library System, Lisa Luttrell, Chairwoman of the O'Kelly Memorial Library Board, Danny Roberts, Loganville City Manager, Branden Whitfield, Loganville City Council

Member and Chairman of the City's Economic Development Committee, and Nate Rall, Executive Director of Planning and Programs for the Georgia Public Library Service, has recently been established to aid and assist with the construction planning for the New Library; and,

WHEREAS, the Parties agree that the Property is a reasonable and mutually beneficial location for the New Library; and,

WHEREAS, the Parties agree that libraries are an essential attribute to communities; and,

WHEREAS, the Parties agree to contribute funds for the purpose of constructing and operating the New Library as stated herein; and,

WHEREAS, on June 16, 2022, the City approved the utilization of funds received by the City from the American Rescue Plan Act to contribute towards the cost of construction of the New Library in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (see, City of Loganville June 16, 2022, meeting minutes included herewith and attached as Exhibit "F"); and,

WHEREAS, the Library System has obtained a grant from the Board of Regents of the University System of Georgia in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) to partially fund the construction of the New Library (see, Commitment Letter dated July 12, 2023, included herewith and attached as Exhibit "G"); and,

WHEREAS, the County has approved funding for the New Library in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), to contribute towards the cost of constructing the New Library (a copy of the County's June 7, 2022 Board of Commissioner's Meeting Minutes are included herewith and attached as Exhibit "H"); and,

WHEREAS, the New Library will be sized and designed to accommodate the committed funding with the ability to expand or enhance finishes if additional funds are raised; and

WHEREAS, the Parties agree that it is in the best interests of the citizens to coordinate their efforts so as to build and design the New Library and that the square footage will ultimately be determined by available funding and project costs; and,

WHEREAS, the Parties agree that the location of the New Library is expected to provide a positive impact on the overall community and in the downtown area of the City; and,

WHEREAS, the importance of libraries may best be understood from a quote attributed to the late Carl T. Rowan, journalist, author, and U.S. Ambassador, who reportedly said "the library is the temple of learning, and learning has liberated more people than all the wars in history".

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the City, the County, and the Library System do hereby agree as follows:

- 1. The Property. The City agrees to provide and grant the use of up to 1.75 acres of the Property to the Library System for the purpose of building, constructing, and operating the New Library. The City further agrees to lease up to 1.75 acres of the Property to the Library System with a minimum term of twenty (20) years. As stated in Paragraph 4 of this Section, the Library System shall be responsible for the construction of the New Library. The City shall at all times retain full ownership rights to the Property, and shall own the New Library real property.
- 2. New Library Funding. The New Library will be funded by a combination of state and local funds.
 - **<u>a.</u>** The committed funding sources are as follows:
 - i. The City agrees to provide construction funding in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) from its American Rescue Plan Act funds.
 - ii. The Library agrees to provide construction funding in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) of grant funds from the Board of Regents of the University System of Georgia.
 - iii. The County agrees to provide construction funding in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00).
 - **<u>b.</u>** The additional funding sources being pursued are:
 - i. The Library System agrees to pursue an additional Two Million and 00/100 Dollars (\$2,000,000.00) of construction funding by raising said funds through charitable donations and private fundraising or other funding sources.
 - **c.** All parties agree that the New Library will be sized and finishes determined based on committed funding with the opportunity for expansion and enhancements in the future. Further, all parties also agree that construction can proceed based on the committed funding sources listed above.
- 3. <u>Library Design</u>. On or before June 30, 2024, the City and the Library System agree to enter into an additional agreement containing substantially all matters relating to the design of the New Library including but not limited to the following:
 - <u>a.</u> The exact location of the New Library on the Property (to be determined upon the completion of a full site plan);
 - **b.** Total acreage of the site of the New Library;
 - c. Total square footage of the interior usable space for the New Library;
 - **d.** The interior and exterior aesthetic design and architecture of the New Library;
 - **<u>e.</u>** Total number of shared parking spaces to be constructed on the Property and the delineation of the use of parking spaces, i.e., parking dedicated for employee

use and parking dedicated to public use with parking available for other City needs; and

- **<u>f.</u>** The landscaping and exterior aesthetics of the New Library and the Property.
- **4.** <u>Library Construction</u>. On or before November 30, 2024, the City and the Library System agree to enter into an additional agreement containing substantially all matters relating to the construction of the New Library including but not limited to the following:
 - **a.** Selection of the general contracting company that will be responsible for building the New Library;
 - **<u>b.</u>** The approval process regarding the construction draw schedule and payments made to the general contractor;
 - **<u>c.</u>** The timing of funding by the City and the County with their financial commitments to construction costs;
 - **d.** The starting date for the construction of the New Library; and
 - e. The expected completion date of the New Library.
- 5. <u>Library Operation</u>. On or before November 30, 2024, the City, the County, and the Library System agree to enter into an additional agreement containing substantially all matters relating to the operation of the New Library including but not limited to the following:
 - <u>a.</u> Annual budget allocations from the City and County to fund personnel, materials, and operations and maintenance expenses; and
 - **<u>b.</u>** The materials and services provided by the Library System along with its funding obligations including but not limited to the Manager and staff of the New Library, books, computers, security, PINES library system, database access, internet, and access to additional grants for repairs and other necessities.
- 6. <u>Current Obligations</u>. The Parties are obligated to make all reasonable and diligent efforts to consummate the overall and specific intent of this Agreement. The Parties agree that the obligations stated in Paragraphs 1-5 of this Agreement are covenants to perform binding the Parties to the terms and obligations of this Agreement and are not mere recitals of intent. The Parties agree to apprise each other on an ongoing basis regarding the efforts and actions being taken to accomplish the obligations of this Agreement.
- 7. <u>Assignment</u>. This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.
- **8.** <u>Modification</u>. This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.
- 9. <u>Notices</u>. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:
 - a. If to the City:

Danny Roberts, City Manager

City of Loganville 4303 Lawrenceville Road Loganville, Georgia 30052

With a copy to:

Paul L. Rosenthal, City Attorney Preston & Malcom, P.C. 110 Court Street Monroe, Georgia 30655

b. If to the County:

David G. Thompson, Chairman of the Board of Commissioners 303 S. Hammond Drive, Suite 330 Monroe, Georgia 30655

With a copy to:

Chip Ferguson, County Attorney Atkinson Ferguson, LLC 118 Court Street Monroe, Georgia 30655

c. If to the Library System:

Stacy L. Brown, Executive Director Azalea Regional Library System 1121 East Avenue Madison, Georgia 30650

With a copy to:

Andrea P. Gray, Esq. 300 E. Church Street Monroe, Georgia 30655

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused or undeliverable, the date of receipt shall be the date of the official United States postmark.

- 10. Consent of Parties. Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement or his duly appointed successor or by one of the persons authorized by law or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the City requires a vote by the City Council, the City will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting. Where approval on the part of the County requires a vote by the Board of Commissioners, the County will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of the Library System requires a vote by the Board of Trustees, the Library System will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Trustees at its regularly scheduled meeting. In the event that a decision is considered an emergency and must be made prior to either party's regularly scheduled meeting, the Parties agree to call an emergency meeting to decide such matter as may be necessary.
- 11. Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia in case of an inconsistency between the terms of this Agreement and any applicable general or special law said general or special law shall govern.
- 12. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 13. <u>Illegality of Terms</u>. It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.
- **14.** No Waiver. No consent or waiver, express or implied, by either party, to any breach of any covenant, condition or duty of the other shall be construed as a consent to, waiver of, any other breach of the same, or any other covenant, condition or duty.
- 15. Time of Essence. Time is of the essence under this Agreement.

16. Entire Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the leasing or development of the project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written as a sealed instrument.

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By: Ash, Deputy Clerk

CITY OF LOGANVILLE

kip Baliles, Mayor

ATTEST:

Rhonda Hawk, Clerk

WALTON COUNTY, GEORGIA

David Thompson, County Commissioner

ATTEST:

AZALEA REGIONAL LIBRARY SYSTEM

Ву

Stacy Brown, Executive Director

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Feasibility Study

O'KELLY MEMORIAL LIBRARY

November 2021





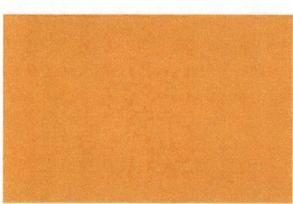
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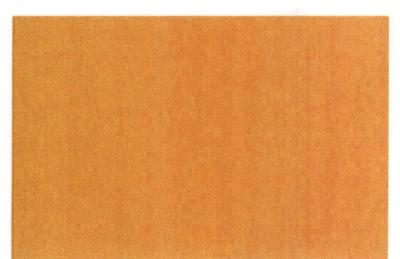
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O'Kelly Memorial Library - Existing Overview

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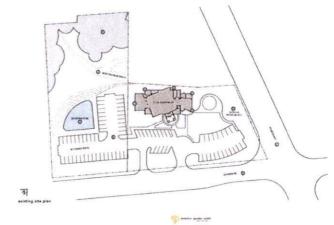
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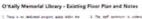








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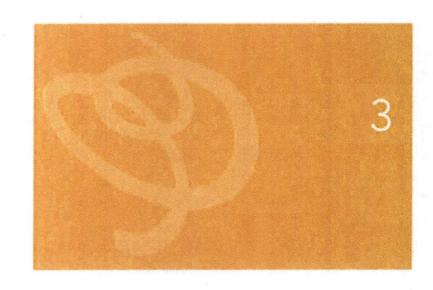




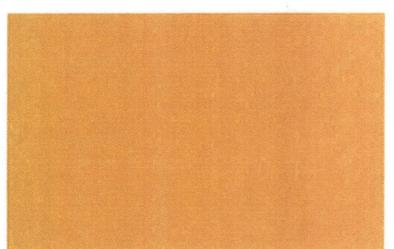








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O'Kelly Memorial Library Proposed Summary

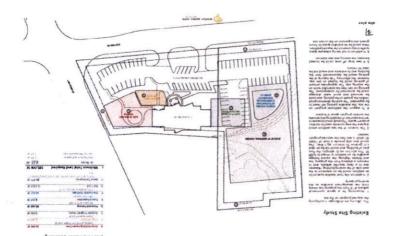
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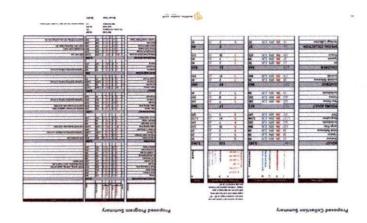
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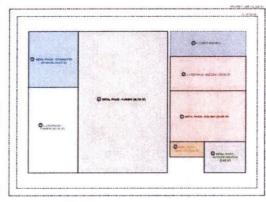
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Reduced Proposed Collection Summary

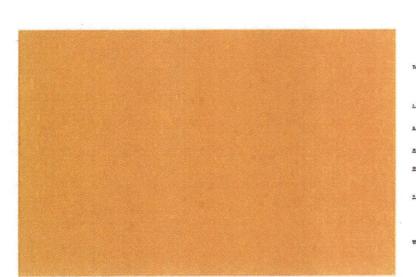
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Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree Street, NW Atlanta, GA 30308 (404) 631-1000 Main Office

MEETING MINUTES

MEETING NAME:

O'Kelly Memorial Library Potential Parking Impact Meeting

DATE:

January 10, 2022

3:00 PM

LOCATION:

Microsoft Teams

HOST:

TIME:

GDOT

PROJECT NO.

PI 0016387

ATTENDEES:

Jonathan DiGioia – PM – GDOT Office of Program Delivery

Keisha Jackson - NEPA Lead - GDOT Environmental Services

Danny Roberts - City Manager - City of Loganville

Bill Duvall - Councilman - City of Loganville

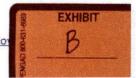
Stacy Brown – Executive Director – Azalea Libraries Andrew Farmer – Design PM – Gresham Smith Joel Jones – Lead Designer – Gresham Smith

BACKGROUND:

- The September 2021 virtual public information open house (PIOH) for GDOT PI 0016387 (SR 20 FM 0.19 MI S OF CR 118/TUCK RD TO CS 507/COVINGTON ST) received comments regarding future access to O'Kelly Memorial Library from SR 20 northbound as well as comments regarding the ability to turn left from Tommy Lee Fuller Drive onto SR 20 southbound.
- GDOT is considering revising the proposed project design at the intersection of SR 20 and US 78 to accommodate northbound U-turns to address some of the concerns raised during the PIOH.
- The meeting was set up by GDOT to obtain feedback from the City of Loganville
 and the library management about additional potential impacts to the library parking
 lot as a result of providing U-turn accommodation to improve library access.

DISCUSSION:

- The City of Loganville owns the library property, but and the Azalea Regional Library System operates the library.
- It was estimated that the project could impact 64 to 80 parking spaces, four of
 which are handicapped. It was clarified that the alternatives presented were
 potential design options that could be considered and were provided only to
 facilitate the discussion.
- Stacy Brown said her biggest concern is the inability to turn left out of the library parking lot onto SR 20 northbound after the project is built regardless of whether a U-turn is provided due to the proposed median on SR 20. She also expressed



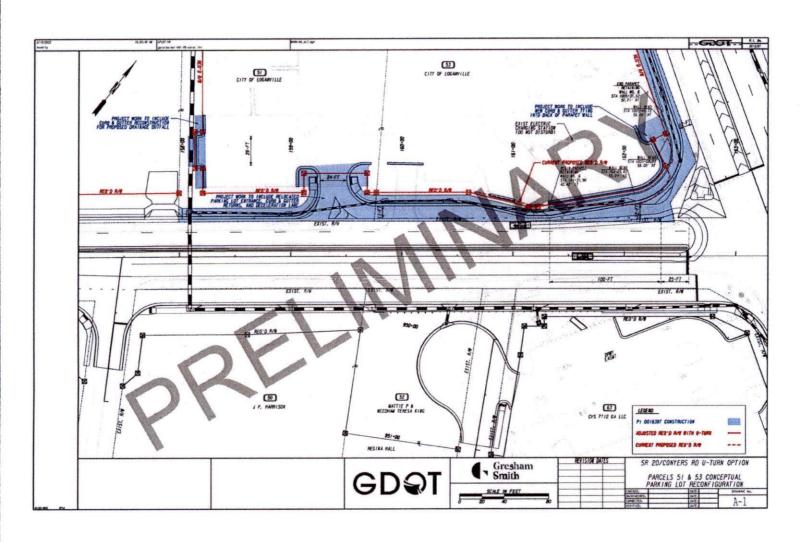
PI 0016387 O'Kelly Memorial Library Potential Parking Impact Meeting January 10, 2022 Page | 2

concern that the proposed right in/right out driveway configuration would discourage visitors.

- Jonathan DiGioia said that part of the need and purpose of the project is providing
 positive separation between the northbound and southbound vehicles on SR 20
 and reducing conflict points.
- In response to a question about design vehicles accessing the library, Stacy Brown said the delivery vehicles accessing the library could be box trucks but are typically cargo vans.
- Concern was expressed about the splitter island at SR 20 and Highway 78 and the
 ability for emergency response vehicles to make a U-Turn. In response, a
 mountable curb was proposed but the County prefers that mounting the curb be
 avoided because vehicle damage can still occur.
- The City of Loganville said their main concern was understanding what the City would be responsible for financially.
- Jonathan said that GDOT would build any part of the project within the proposed right-of-way (ROW). A cost to cure study would be completed at a later date during the ROW process. The property owner would have the option to use the cost to cure plan and compensation provided by GDOT to make modifications on the library property or to utilize a different plan that better suits their needs. Jonathan clarified that GDOT is unable to provide cost estimates at this time.
- See attached for an illustration of what GDOT proposes to build within the proposed ROW as part of the project (still preliminary, as the design process is still ongoing).

Action Items:

- 1. Provide layouts to the City for the Council to consider.
- Jonathan Digiola to clarify which activities related to reconstruction of the library parking would be handled by GDOT.



LOGANVILLE'S GREAT

Story by Robbie Schwartz



7 hile Hoke D. O'Kelly is a name many have come to note in the pages of local history — a a philanthropist, former mayor, Purple Heart recipient as well as veteran of World War I and II, in addition to several failed attempts to win the governorship
— serving as another testament to the family name was
Willie D. O'Kelly Dubois.

Willie D. O'Kelfy Dubots.

"Willie D." — as she was affectionately known — was born on Feb. 12, 1893, in an area near Loganville known at the time as Waterport. She was one of seven children who all attended public school in Loganville and all of whom went on to attend college, despite the family having lost much of its standing during the Civil War save a little bit of land. Dubois attended Bessie Tift College and later Southern College in LaGrange, where she earned a bachelor's degree in 1913. She then went on to Columbia University, where from 1920 to 1924 she earned a second bachelor's degree as well as a master's degree, found time to study violin and on occasion perform at Loganville Methodist Church.

to study vious and on occasion perform at Logarvine Methodist Church.

While she taught children of all ages during her lifetime. Dubois had her own thirst for knowledge that included working on her doctorate in history at the University of Wisconsin from 1927 to 1939. A family emergency forced her return to Logarwille and while at home, a fire destroyed among a number of things including her dissertation research. She never completed her doctorate.

Miss O'Kelly, as she was also known for marry years in the community, taught at grammar and high schools in the area in addition to a distinguished teaching career at the college level — from teaching political science at Georgia State Teacher's College for Women to serving as the head of the history department at Whitworth College in Brookhaven, Miss., and later at Queens College in Charlotte, N.C.

The most important thing in my life are the boys and

"The most important thing in my life are the boys and



aken from the archives or the common owing Willie D. O'Kelly Dubois surrounded serve as the nucleus of Snellville's first lil

girls I have taught. I have students who live all over the United States and in foreign countries. The list includes students in agriculture, music, government, art, psychi-atry, a Rhodes Scholar and two graduates from West Point, "Dubois said in a published account." I have no children except these wonderful ones."

children except these wonderful ones.

She loved to travel, spending the summer of 1926 studying abroad in Europe researching 'the living conditions among the so-called middle classes' as well as contemporary government. While her own personal history included many accolades, perhaps the most memorable was being selected to do research overseas for the Georgia Bicentennial Celebration Committee in 1932. For four townstreads wild seasons in the Mource of Lord I. Brown the Committee in 1932. For four countries the did seasons in the Mource of Lord I. Brown the Committee in 1932. For four countries the did seasons in the Mource of Lord I. Brown the Committee in 1932. months she did research in the House of Lords Library and Public Records Office as well as the British Museum

Library on the Georgia's history, her findings later pre-sented in The Atlanta Constitution.

Dubois did classified work in the Pentagon for the War
Department during World War II and eventually returned home to care for her dying mother. Local historian Julian Sellers noted that she did this "unselfishly and at personal sacrifice, twice having to cancel marriage plans" to care for a family member. In addition, while her brother was in Europe fighting during World War II and spent two years in hospitals due to injuries suffered during the

two years in hospitals due to injuries suffered during the war, Dubois stepped in to help run her brother's farm—doing everything from gathering seeds to driving large equipment to Atlanta for repairs.

Sellers went on to say that while in Washington, D.C., Dubois reportedly befriended a young artist by the name of Norman Rockwell and during her time in New Jersey visited the laboratory of Thomas Edison. She was fortunate enough to have an audience with a none and fortunate enough to have an audience with a pope and became acquainted with former president Jimmy Carter when he and her brother ran against Lester Maddox for governor. Dubois was also on hand when Eleanor



A photo from the May 17, 1984 edition of the Gwinnett Daily News showing Willie D. O'Kelly Dubois with the Purple Heart Award given posthumously to her brother, Hoke O'Kelly, More than a decade after his death, Dubois spent two years working on finding and filing the correct paperwork to honor her brother's service and sacrifice to his country in World War II.

Roosevelt dedicated the Rock Gym in Loganville.

It wasn't until she was 80 years old that Dubois mar-ried, falling in love with a Canadian transplant who she met through a mutual friend.

"It was big news all across town one Sunday morning that she had eloped," recalled Anne Jones, whose mother was a dear friend of Dubois. "She was 86 years old and

was a dear ment of Dubois. So was so years on any practically blind, and he was certifiably deaf. But they made the perfect couple."

They lived in Loganville for years, where Dubois donated money and land for the O'Kelly Memorial Library. She would die in 1988, two years before the library was dedicated in his her house. dedicated in her honor.

"You've heard about people who march to a different drum. Well, she didn't. She just marched — to whatever she wanted to march to," the Rev. Bob Willis said in a June 6, 1990 article of The Walton Tribune on the library's dedication ceremony. "She was different and I appreciate that so much about her. She would not compromise her

beliefs for anything.
"She dedicated her life to serving others and making things better for humanity. I think that everyone who met her was a little bit richer for having crossed her path." L

> - Special thanks to local historian Kent Henderson whose research was the basis for this story

page 50

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loganville jusider



After Recording Return To: McMichael & Gray, P.C. 574 Conyers Road, Suite 100 Loganville, GA 30052

Order No.: LOG-170168-PUR

Doc: VVD Reo#: 261445 Deed Recorded 03/21/2017 12:43PM Georgia Transfer Tax Paid: \$170.00

KATHY K. TROST

Clark Superior Court, WALTON County, GA

Bk 04045 Pg 0317

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 17th day of March, 2017, between

E.W. Pope

of the County of Walton, State of Georgia, as party or parties of the first part, hereinafter called Grantor,

CITY OF LOGANVILLE, GEORGIA, a political subdivision of the State of Georgia

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, City of Loganville, and in Buncombe GMD, containing 17468 sq. ft., as shown by a survey made by Gregg & Assoc., certified by William J. Gregg, Sr., Registered Land Surveyor No. 1438, dated December 11, 1987, recorded in Plat Book 43, page 108, Clerk's Office, Walton Superior Court, reference to said survey and the record thereof being hereby made for a more complete description.

SUBJECT to all zoning ordinances, easements and restrictions of record affecting said premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the sald Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

delivered in the presence of:

official Witness

(Seal)

Notary Public

My Commission Expires: 10-19-1

O TOBER OF COUNTY

SEAL AFFIXED



After Recording Return To: McMichael & Gray, P.C. 574 Conyers Road, Suite 100 Loganville, GA 30052

Order No.: LOG-160021-PUR

Rep# 248518 Doc: WD Recorded 03/01/2016 03:49PM Georgia Transfer Tax Paid: \$235.00

KATHY K. TROST

Gierk Superior Court, WALTON County, GA

Bk 03979 Pg 0106

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 26th day of February, 2016, between

The Lark's Nest, LLC

of the County of Walton, State of Georgia, as party or parties of the first part, hereinafter called Grantor,

CITY OF LOGANVILLE, GEORGIA, a political subdivision of the State of Georgia

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, allen, convey and confirm unto the said

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, City of Loganville, containing 23,411.76 square feet as shown by a survey entitled "Survey for Raymond L. & William J. Gregg, Sr., Registered Land Surveyor No. 1438, dated July 1, 1975, recorded in Plat Book 20, Page 321, Clerk's Office Walton Superior Court, reference to said survey and the record thereof being hereby made for a more complete dexcription.

Parcel ID# LG5-55

SUBJECT to restrictive covenants and general utility easements of record.

CHURCA

SEAL AFFIXED

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

and delivered in the presence of:

Notary Public

My Commission Expires:

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SEAL)



After Recording Return To: McMichael & Gray, P.C. 574 Conyers Road, Suite 100 Loganville, GA 30052

Reoff: 247348 Doc: WD Deed Order No.: LOG-150626-PURECOIDED 01/22/2016 12:50PM Georgia Transfer Tax Paid : \$0.00 KATHY K. TROST

> Clerk Superior Court, WALTON County, GA Bk 03866 Pe 0061-0062

Deed Doc: WD Reof: 246704 Recorded 01/04/2016 11:48AM Reo#: 240704 Georgia Transfer Tax Paid KATHY K. TROST Clerk Superior Court, WALTON County, GA Bh 08858 Pg 0372-0373

cross reference:

Deed BOOK 3858,

3866

Record Last Please re-record to correct Exhibit "A"

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 28th day of December, 2015, between

Brian Perdue and Doug Minton

of the County of Walton, State of Georgia, as party or parties of the first part, hereinafter called Grantor,

CITY OF LOGANVILLE, GEORGIA, a political subdivision of the State of Georgia

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, allened, conveyed and confirmed, and by these presents does grant, bargain, sell, allen, convey and confirm unto the said

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

SUBJECT to restrictive covenants and general utility easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the sald Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the sald Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this de

Signed, sealed and delivered in the presence of:

Notary Public

My Commission Expires:

SEAL

page 372, waitan County, GA records

SEAL AFFIXED

PUBLI COUNTRIE

anning property

Exhibit "A" Legal Description

All that tract or parcel of land lying and being in the City of Loganville, Buncombe GMD, Walton County, Georgia containing 0.504 acres according to survey by Sims Surveying Company dated June 2, 1976 and recorded in Plat Book 20, Page 567, of Walton County Records and being more particularly described as follows: Beginning at a point on the North side of Covington Street, 88 feet east along Right of Way from centerline of Main Street, thence North 56 degrees 00 minutes East 214.05 feet to an Iron pin, thence South 30 degrees 00 minute East 65 feet to an Iron pin, thence South 30 degrees 05 minutes West 191.3 feet to an Iron pin, thence North 43 degrees 03 minutes West 100 feet back to the Point of Beginning.

Being known as: 178 Covington Street, Loganville, GA 30052

AND ALSO:

All that tract or parcel of land lying and being in the County of Walton, State of Georgia and Town of Loganville, beginning at a rock corner on Main Street near the Robertson Place, running thence one hundred thirty two (132) feet to a rock corner along the line of the Old Robertson Place; thence West sixty seven and one half (67 %) feet; thence South one hundred fifty- two (152) feet to the Baptist Church Street; thence East along sald street one hundred seventy-four (174) feet to J.R. Stevens line; thence along sald line to Main Street; thence West along Main Street one hundred twenty-eight (128), feet to beginning corner. The above lot contains one and one (1 1/4) acres, more or less, and which is situated a resident known as the C.S. Floyd residence.

Being known as: 135 Lucy Street, Loganville, GA 30052

AND ALSO:

All that tract or parcel of land lying and being in State of Georgia, County of Walton, Buncombe District and more particularly described as follows: known as J. R. Stephens Home Place, containing 1 % acre more or less and bounded as follows: on the North by Main Street; on the East by Church, formerly Hammond Street; on South by Lucy Street and on the West by lands of Frank Hanson;

Being known as: 100 Main Street, Loganville, GA 30052

AND ALSO:

All that tract or parcel of land lying and being in Land Lots 154 and 186 of the 4th Land District, Walton County, Georgia, containing 0.367 acres as shown on a Survey for Samuel C. Henson prepared by Danny H. Godwin, Georgia Registered Land Surveyor No. 2222, dated November 15, 1999, and being more particularly described as follows: Beginning at a point marked by an iron pin found on the Southeasterly right-of-way line of Main St./SR 20 (having a 60-foot right-of-way) located 309.0 feet Northeasterly as measured along said right-of-way line from its point of intersection with the East right-of-way line of Covington Street (60-foot right-of-way); run thence along the Southeasterly right-of-way line of Main Street/SR.120 North 57 degrees 51 minutes 12 seconds East 49.78 feet to a point; continue thence along said right-of-way line North 60 degrees 13 minutes 42 seconds East 70.22 feet to a point marked by an iron pin set; thence leaving said right-of-way, run South 23 degrees 44 minutes 27 seconds East 133.10 feet to a point marked by an Iron pin set; trun thence South 489 degrees 49 minutes 02 seconds West 120.00 feet to a point marked by an Iron pin found; run thence North 23 degrees 46 minutes 42 seconds West 133.99 feet to a point marked by an Iron pin found on the Southeasterly right-of-way line of Main St./SR 20, which is the true place or Point of Beginning.

Being known as: 198 Main Street, Loganville, GA 30052







CALLED COUNCIL MEETING MINUTES

Thursday, June 16, 2022 at 6:30 PM Council Chambers

1. CALL TO ORDER

Mayor Skip Baliles called the meeting to order at 6:30pm.

PRESENT

Mayor Skip Baliles

Council Member Jay Boland

Council Member Linda Dodd

Council Member Bill DuVall

Council Member Anne Huntsinger

Council Member Melanie Long

Council Member Branden Whitfield

2. FINANCE / HUMAN RESOURCES COMMITTEE REPORT

A. Walton County Comprehensive Plan Resolution

Motion made by Council Member Huntsinger to approve the Walton County Comprehensive Plan and Resolution as presented, Seconded by Council Member Whitfield.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

3. FINANCE / HUMAN RESOURCES COMMITTEE REPORT

A. Library Plan Update

Chairwoman Huntsinger explained the current status of the Library Board and their efforts regarding their application for grants funds for the construction of a new facility. The Library Board has worked to develop a plan for a new library and it's funding. The estimated cost if \$7,743,950 per feasibility study based on a 15,000 square foot facility. The Library System would like to apply for a matching grant for an amount ranging between \$2-\$3M. Walton County has pledged between \$500,000 to \$750,000. She further explained that the City has capped their donation toward this project at \$1.5 million and land for the project. They believe they will be able to raise the balance of the funding needed for this project.

It was explained that the Library is asking for the City's support of the project in order to apply for the grant which is due into the State by July 1st. City Manager Danny Roberts explained that should be Library Board be awarded this grant there would be an IGA drawn up between the City and the Library that lays out any concerns of the Council.

After much discussion, motion made by Council Member Huntsinger to approve the donation of \$1.5M towards the application of a state grant to build a new library in the City of Loganville and that the donation would be contingent upon negotiation of an acceptable IGA with the Azalea Regional Library System and the dedication of a piece of property in the Downtown Area for the new Library. Seconded by Council Member Boland.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Whitfield
Voting Nay: Council Member Long
Metion remaid 5.1

Motion carried 5-1.

4. ADJOURNMENT

Motion made by Council Member Huntsinger to adjourn. Seconded by Council Member Dodd. Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield Motion carried 6-0.

Meeting adjourned at 7:24pm

Skip Baliles

Mayor

Kristi Ash

Deputy Clerk

DocuSign Envelope ID: CAED0848-C45C-4972-A486-B06FBBE1F076



GEORGIA STATE FINANCING AND INVESTMENT COMMISSION

Construction Division 270 Washington Street, S.W. Atlanta, Georgia 30334-9007

MARTY W. SMITH DIRECTOR (404) 463-5600

July 12, 2023

Ms. Sandra Lynn Neuse Vice Chancellor for Real Estate and Facilities Board of Regents of the University System of Georgia 270 Washington Street, S. W. Atlanta, Georgia 30334-1450

RE:

Project No. GPL133, Provide \$3,000,000 in 20-year bonds to construct the new O'Kelly Memorial Library, Azalea Regional Library System, Loganville, Walton County., Commitment Letter

Dear Ms. Neuse:

The Construction Division, Georgia State Financing and Investment Commission (Commission), offers this commitment to reimburse Public Libraries (while under Regents) (Using Agency) for Unspecified Services for the above referenced Project as follows:

Additional Bond Fund Source Series 2023A3 Maximum Amount of Additional Funding \$3,000,000 Expiration Date of Additional Funding June 30, 2028

These funds will be available for disbursement upon receipt of an executed copy of this Commitment Letter and submission of asset tracking information through eBonds.

Please refer to the Project Number and Name referenced above on all future correspondence.

As the Public Libraries (while under Regents) will administer this project including the procurement and execution of all contracts and purchase orders, it is important all applicable policies, guidelines, and regulations of the Commission and State of Georgia are followed. Copies of these policies are available on our website gsfic.georgia.gov under Financing & Investment Division, Forms/Publications/Policies.

- a. The Commission's General Obligation Bond Proceeds Expenditure Policy
- The Attorney General's Office memorandum concerning the use of General Obligation Bond Proceeds dated November 20, 2000
- c. The Commission's Public Private Partnership Policy
- d. The Commission's <u>Requests for Reimbursement from General Obligation Bond Proceeds</u> <u>Policy</u>, updated July 1, 2011



- The State Accounting Office policy <u>GSFIC Reimbursements for Bond Funded Construction</u> <u>Projects</u>, updated November 1, 2017
- f. The State Accounting Office policy <u>GSFIC Reimbursements for Bond Funded Information</u>
 <u>Technology Projects</u>, updated November 1, 2017
- g. The State Accounting Office policy <u>Agency Managed General Obligation (G.O.) Bond Projects</u>, updated July 1, 2017

In regards to item "d" above, the Commission is statutorily charged with responsibility for ensuring application of bond proceeds for their authorized purpose, ensuring bond proceeds are invested in public property of the State, and ensuring the tax exempt status of general obligation bonds is not compromised while the bonds are outstanding. This policy advises:

- a) State Departments, Agencies, and Authorities will not receive bond proceeds to reimburse expenditures made prior to bond issuance or appropriation unless they have received a Notice of Declaration of Intent to Reimburse (DOIR) issued by the Director of the Financing and Investment Division authorizing such reimbursements, and have otherwise complied with the requirements of this policy.
- b) State Departments, Agencies, and Authorities managing their own projects must pay vendors directly and then request reimbursement from bond funds from the Commission.

The Commission's General Obligation Bond Proceeds Expenditure Policy provides monitoring guidelines to determine whether projects funded by general obligation bonds are in compliance with the Internal Revenue Service Code. The IRS Code establishes critical spend down milestones, in most cases, six months, three years, and five years from the bond issuance date. Other critical milestones exist under the Federal Tax Code, and may be applicable as determined by the Director of the Financing and Investment Division, GSFIC. The Policy also provides guidelines regarding the disposition of funds available from completed or inactive projects.

Further, the Public Libraries (while under Regents) shall assume full responsibility for the performance of the work ensuring compliance with all applicable codes and good workmanship. The State Construction Manual with associated forms and guidelines will be of benefit in preparing contracts and administering the work.

Please submit monthly payment requests as the work progresses to the GSFIC Construction Division Accounting Department using the GSFIC "Request for Reimbursement" form or by a request for reimbursement on Agency letterhead. Requests for reimbursement should contain sufficient back-up documentation, copies of invoices, and other information to support the payment request. A Certificate on the agency's letterhead shall be included with each monthly payment request and contain the following language:

"To the best of my knowledge and belief, I hereby certify that all items, units, quantities, prices of work and material shown on this Payment Request [Identify by number/date] are correct; all work has been performed and materials supplied in full accordance with the terms and conditions of the applicable contract(s); the work has been accepted by Public Libraries (while under Regents); and all invoices for which we are requesting payment herein have been paid. I further certify, to the best of my knowledge and belief, the payment(s) herein requested is a proper expenditure of General Obligation Bond proceeds."

Final Reimbursement Payment, or request for final payment for each of several separate contracts within this authorization, should include a Certificate on the agency's letterhead with the following language:

"This is to certify that the Public Libraries (while under Regents) has found and determined that all accounts for labor, materials, and services for the construction of Project No. GPL133, Provide \$3,000,000 in 20-year bonds to construct the new O'Kelly Memorial Library, Azalea Regional Library System, Loganville, Walton County. have been paid in full and there are no claims for any nature outstanding either liquid or disputed."

Additionally, in the case of a capital building project, a copy of the Design Professional's final certificate is also requested.

Operational expenditures/expenses not reimbursable

Operational expenditures/expenses are items used in an organization's continuing, day-to-day business, such as personal services of organization employees and supplies and materials ordinarily needed to operate an organization. Operational expenditures/expenses should <u>not</u> be reimbursed from general obligation bond proceeds. All of the examples listed below are considered to be operational expenditures/expenses and are <u>not</u> eligible for reimbursement from general obligation bond funds.

Examples of non-reimbursable operation expenditures/expenses include but are not limited to:

- Depletable/disposable items: replacement light bulbs, projector bulbs, paper for copiers, file folders, sports drinks, water, masks, gloves, cleaning agents, etc.
- Moving costs (including moving boxes and tape)
- Decorating items: wall art, floor lamps, office plants, items for bookcases, etc.
- Repair and maintenance items: hammers, drills and drill bits, wrenches, step ladders, etc.
- Office supplies (including adding machines, staplers, desk organizers, etc.)
- Pallets
- GEMA supply kits
- Fuel or oil
- Annual fire inspections
- Maintenance agreements for copiers and computers
- Termite inspections
- Drug tests for employees
- Lease Payments
- Personal Expenses

If you are uncertain as to whether an expenditure/expense would qualify for funding from general obligation bond proceeds, please confer with personnel at GSFIC prior to purchase.

Please execute this Commitment Letter by signing and returning it to the Commission. We will not be able to apply these funds to this project until the executed Commitment Letter is received. We look forward to the successful completion of this project.

Acceptance by Using Agency

The Public Libraries (while under Regents) accepts the offer as set forth to provide financing for Project GPL133.

- DocuSigned by:

Sandra Lynn News

95F4C3...

Ms. Sandra Lynn Neusc

Date:

July 12, 2023

Sincerely,

Marty W. Smith, Director Construction Division

audillation

DocuSign Envelope ID: CAED0848-C45C-4972-A486-B06FBBE1F076

Mr. Samson Oyegunle, Assistant Vice Chancellor for Design & Construction Ms. Teresa Higgins, Director of Contracts &

Ms. Diana Pope, Director, Financing and Investment Division, GSFIC Ms. Nikki Marshall, Accounting Director, Construction Division, GSFIC

Enclosure: Request for Reimbursement Form

GSFIC-AD-142 (6-23-2022)

DocuSign Envelope ID: CAED0848-C45C-4972-A488-B06FBBE1F076

Georgia State Financing and Investment Commission Construction Division Agency Managed Projects Request for Reimbursement

Reimbursements from GSFIC Managed Projects should be submitted in E-Builder

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The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, June 7, 2022 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnutt, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

PRESENTATIONS

The Board recognized the Walton Co. 4-H Shotgun team for winning the 2022 State Championship. Mike Davis, Walton Co. 4-H Program Director presented the team.

MEETING OPENING

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

ADOPTION OF AGENDA

Motion: Commissioner Shelnutt made a motion to adopt the agenda with the addition of a request from the Azalea Regional Library System to apply for state aid and funding. Commissioner Banks seconded the motion. The motion carried unanimously.

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Approval with conditions - Z22020018 - Rezone 8.68 acres from A1 to B2 with conditional use for outside storage - Applicant: Jason Atha/Owners: Don Moon & David Samples - Property located at Ga. Hwy. 11 and Mahlon Smith Rd - Map/Parcel C1400090 - District 4 (tabled 4/5/22)

Chairman Thompson opened the public hearing on the matter. Chester Clegg and Jacob Calloway spoke in favor of the rezone requesting the addition of cutoff lighting with a 100' buffer. There was no one present in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Bradford made a motion to approve the rezone as per the Planning Commission recommendations with the addition of a 100' buffer on Mr. Clegg's property and site lighting as requested. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

Approval of Z22030027 - Rezone 5.00 acres from A to A1 - Applicant/Owner: Alisha Bowen - Property located at 5748 Kent Rock Rd. - Map/Parcel N029E010 - District 3



Chairman Thompson opened the public hearing on the matter. Planning Director Charna Parker presented the application. There was no one present to speak in favor or opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Shelnutt made a motion to approve the rezone. Commissioner Warren seconded the motion. All voted in favor.

Approval with conditions - Z22030028 - Rezone 5.28 acres from A1/R1 to A to grow & sell plants with customer contact - Applicant: Cosmin Bactan/Owners: Cosmin & Aurica Bactan - Property located at 1630 New Hope Church Rd. - Map/Parcel C0610090 - District 3

Chairman Thompson opened the public hearing on the matter. Applicant Cosmin Bactan spoke in favor. Robert Warnock from St. Marten's subdivision voiced concerns over traffic and property resale values due to the commercial business and livestock. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Shelnutt made a motion to approve the rezone per the Planning Commission recommendation and that farm animals be allowed as specified in the Land Development Ordinance. Commissioner Bradford seconded the motion. Commissioners Banks, Shelnutt, Bradford, Adams and Dixon voted in favor. Commissioner Warren opposed the motion. The motion carried.

Approval of Z22040001 - Rezone 12.79 acres from B2 to B3 for car storage and shipping - Applicant: Kofi Kumi/Owners: Norma Billingsley, James & Elaine Bailey - Property located at Hwy. 20 - Map/Parcel C0070007 - District 2

Chairman Thompson opened the public hearing on the matter. Jon Davis, Land Planner for the site 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, seconded by Commissioner Shelnutt to approve the rezone as presented. All voted in favor.

Approval with conditions - Z22040004 - Rezone 11.56 acres from A2 & B2 to B3 for office warehouse and outside storage - Applicant: Danny Cagle/Owners: Graham & Glenda Smith & David Cooper - Property located at Lowry Rd., Ho Hum Hollow Rd. & Hwy. 78 - Map/Parcels C0610156, 0157A00 & 0158 - District 1

Chairman Thompson opened the public hearing on the matter. Chad Johnson, a partner of applicant Danny Cagle spoke in favor of the rezone. David Foil who lives on adjacent property requested that Leyland Cypress trees be an option to create sufficient green screening from the property. Rey Pelis voiced his concerns over the entrance and the buffer. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Warren made a motion to approve the rezone with the following

conditions: 1) a minimum 8' high fence shall be installed along the property frontage on Lowry Rd., 2) the fence shall be kept in good repair at all times, 3) on the Lowry Rd. side of the fence, the applicant shall install a single row of large evergreen trees similar to Japanese Cryptomeria or Thuga Green Giant 25' on center or Leyland Cypress 10' on center, trees must be a minimum 8' tall at time of installation and access off Lowry Road be prohibited. Commissioner Banks seconded the motion; voted and carried unanimously.

Approval with condition - Z22040007 - Rezone 2.00 acres from R1 to B2 to expand miniwarehouses and outside storage with Variances - Applicant: John S Hemphill - Property located at 2250 Hwy. 81-Map/Parcel C0510149 - District 2

Chairman Thompson opened the public hearing on the matter. Applicant John Hemphill spoke in favor of the rezone and asked for a variance to reduce the buffer to 25' and to allow the distance of 20' between the buildings. The main entrance would remain at 26'. There was no one present in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Banks made a motion approve the rezone with a reduced buffer of 25' and to allow the distance of 20' between the buildings with the entrance remaining 26'. Commissioner Warren seconded the motion. All voted in favor.

PLANNING & DEVELOPMENT

Public Hearing - Capital Improvements Element 2022 Annual Update and Adoption Resolution

Chairman Thompson opened the public hearing on the matter. There were no comments from the public. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Adams made a motion to approve the Capital Improvements Element 2022 Annual Update and adopt the Resolution. Commissioner Banks seconded the motion and all voted in favor.

Adoption/Resolution - Walton County Comprehensive Plan Update

Chairman Thompson opened the public hearing on the matter. There were no comments from the public. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Warren made a motion seconded by Commissioner Dixon to adopt the Walton County Comprehensive Plan Update. All voted in favor.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of May 3, 2022 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Declaration of Surplus Property
- 4. Walton County Water 2022 Water Charge Offs
- 5. Agreement Extension State Properties DFACS
- 6. DebtBook Software Agreement
- 7. Contract Family Connection Partnership Renewal FY23

8. Elections - Request to apply for Precinct Card Postage Grant

ACCEPTANCE OF BIDS/PROPOSALS

Proposal - WCPSC Component GMP #1 McCarthy + Barnsley

Megan Kocikowski with CPS presented a recommendation to award the CGMP#1 to McCarthy Barnsley for Design Assist services and materials procurement.

Motion: Chairman Thompson made a motion to approve the recommendation as presented. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelmutt and Adams voted in favor. Commissioners Bradford and Dixon opposed the motion. The motion carried 5-2.

Proposal - Sunbelt Builders GMP - Courtrooms

Motion: Commissioner Bradford made a motion to approve amendment #1 establishing GMP and extending the project completion deadline. Commissioner Shelmutt seconded the motion. All voted in favor.

Bid - Agricultural Extension Office Bldg.

Facilities Director Hank Shirley explained that after bidding the project twice, the project was still over budget. His recommendation was to accept the negotiated low bid of \$875,892 from Bon Building Services.

Motion: Commissioner Warren made a motion to accept the negotiated bid from Bon Building Services in the amount of \$875,892. Commissioner Banks seconded the motion; voted and carried unanimously.

RESOLUTIONS

Finance Director Milton Cronheim presented FY22 Budget Resolutions.

Resolution - Authorizing Chairman to amend the FY22 Budget as part of the fiscal year closing process

Motion: Commissioner Shelnutt made a motion, seconded by Commissioner Dixon to adopt the Resolution. All voted in favor with the Chairman abstaining.

Resolution - FY22 Budget Amendments

Motion: Commissioner Bradford made a motion, seconded by Commissioner Shelnutt to adopt the FY22 Budget Amendments; voted and carried unanimously.

Resolution - Adoption of FY23 Budget

Chairman Thompson presented the proposed FY23 Budget for adoption

Motion: Commissioner Shelnutt made a motion to adopt the FY23 Budget. Commissioner Warren seconded the motion. Commissioners Warren, Banks, Shelnutt, Adams and Dixon voted in favor. Commissioner Bradford opposed the motion.

DISCUSSION

The Board discussed the addition to the agenda. Chairman Thompson presented a request from the Azalea Regional Library System to apply for state aid and funding for a new library for the City of Loganville. The County will make a monetary commitment at a later date. Commissioner Warren made a motion to approve the request, seconded by Commissioners Banks. All voted in favor.

ANNOUNCEMENTS

Chairman Thompson presented a water needs analysis to the Board. County Manager John Ward commended new recruits from the Fire Department for completing training and made other community announcements concerning the Fire Station at Good Hope and a new ambulance.

EXECUTIVE SESSION

Motion: At 7:24 p.m., Commissioner Banks made a motion, seconded by Commissioner Shelnutt to enter into Executive Session to discuss real estate matters. All voted in favor.

Motion: At 7:59 p.m., Commissioner Banks made a motion, seconded by Commissioner Adams to re-enter regular session.

Motion: Chairman Thompson made a motion to advertise and lease a portion of the Anglin Road property for agriculture use only through December 31, 2023. Commissioner Warren seconded the motion; voted and carried unanimously.

Motion: Chairman Thompson made a motion to purchase the Carter Watkins property located at 137 E. Washington Street which will be fully furnished, in the amount of \$550,000 and to give him the authority to sign all related documents. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnutt, Adams and Dixon voted in favor. Commissioner Bradford opposed the motion.

ADJOURNMENT

Motion: Commissioner Warren made a motion, seconded by Commissioner Shelnutt, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:01 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