



CITY OF WALNUT GROVE
February 13, 2025 – 10:00 a.m.
Municipal Building – 1021 Park Street
Council Meeting & Public Hearing
AGENDA

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. PUBLIC HEARING:**

- 1. The City of Walnut Grove & HB 581

The Mayor and Council of the City of Walnut Grove intends to opt out of the statewide adjusted base year ad valorem exemption for the City of Walnut Grove.

The first Public Hearing was held on January 30, 2025 and the subsequent meetings will be held on February 13, 2025, at 10:00 a.m. & 6:00 p.m. respectively. All Public Hearing will be held at the City of Walnut Grove Municipal Building, 1021 Park Street, Loganville, GA 30052.

- A) Citizens who would like to speak against the action
- B) Citizens who would like to speak in favor of the action

Adjourn Hearing

- VI. Adjourn Meeting**



CITY OF WALNUT GROVE
February 13, 2025 – 6:00 p.m.
Municipal Building – 1021 Park Street
Council Meeting & Public Hearing
AGENDA

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. PUBLIC HEARING:**

1. The City of Walnut Grove & HB 581

The Mayor and Council of the City of Walnut Grove intends to opt out of the statewide adjusted base year ad valorem exemption for the City of Walnut Grove.

The first Public Hearing was held on January 30, 2025 and the subsequent meetings will be held on February 13, 2025, at 10:00 a.m. & 6:00 p.m. respectively. All Public Hearing will be held at the City of Walnut Grove Municipal Building, 1021 Park Street, Loganville, GA 30052.

- A) Citizens who would like to speak against the action
- B) Citizens who would like to speak in favor of the action

Adjourn Hearing

REGULAR MEETING

- VI. Agenda Approval**
- VII. Consent Agenda**

1. Minutes
 - A) January 16, 2025
 - B) January 30, 2025
- 2.) Financials
 - A) July 1, 2024 – January 31, 2025
- 3.) Invoices Over \$5,000
 - A) Georgia Municipal Association Worker's Compensation self-insurance Fund. 2025 estimated annual premium. - \$8,232.00

VIII. Committee Reports

1. DDA – Rachel Davis

IX. Planning & Zoning Commission – Joe Walter, Precision Planning

X. Library Report – Dana Segar

XI. Public Comment

XII. Old Business

1. Vote: Purchase of Public Works John Deere Z930MZTrak Lawn Mower with Tweel Turf Tires, 60 inch mulch on demand mower deck and fully adjustable suspension seat with armrests (dealer warranty included) Recommendation is to purchase from the John Deere in Conyers, GA with Rep Jesse Roach.
2. Vote: Magnolia Drive Culvert & Storm Repair
3. Vote: Resolution HB581

XIII. New Business

1. Vote: Readopt Chapter 31 of the CODE OF ORDINANCES (General Offenses) of Walnut Grove, Georgia to amend certain code enforcement provisions; to provide for severability; to repeal conflicting ordinance; to provide an effective date and for other purposes.
2. Election of Mayor Pro Tem

XIV. Reports

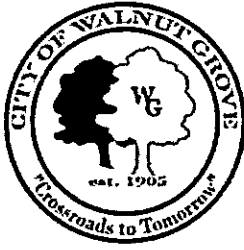
1. Public Works
2. City Clerk
3. Mayor

XV. Town Hall

XVI. Council Comments

XVII. Executive Session – Personnel, Litigation, Real Estate and/or Cybersecurity

XVIII. Adjourn



CITY OF WALNUT GROVE
JANUARY 16, 2025 6:00 PM
1021 PARK STREET MUNICIPAL BUILDING
COUNCIL MINUTES

- I. CALL TO ORDER** – Mayor Moncrief called the meeting to order at 6:01 pm
- II. INVOCATION** – Given by City Attorney Tony Powell
- III. PLEDGE OF ALLEGIANCE** – The pledge was said by all in attendance
- IV. ROLL CALL** – Present: Mayor Stephanie Moncrief, Mayor Pro Tem Erica Miles, Council Member Maxine McClanahan, Council Member Linda Pilgrim, Council Member Rachel Davis, Attorney Tony Powell, City Clerk, Lynn Heard
- V. AGENDA APPROVAL** – Council Member McClanahan motioned to approve the agenda. Council Member Miles seconded. Before a vote was made on the motion, during discussion, Mayor Moncrief added an agenda item to Old Business, Letter “C”, re: amending the moratorium on zoning action in the downtown overlay. Council Member McClanahan amended her motion to approve the agenda with adding the additional agenda item, Council Member Miles seconded. Motion carried unanimously
- VI. APPOINTMENTS** – Council Member Davis motioned to approve the city appointments of Municipal Court Clerk/Deputy Clerk, City Attorney, Powell & Crowley, LLC, and Municipal Court Judge, the Honorable Sam Barth. Council Member Miles seconded the motion. Motion carried unanimously.
 - A. Municipal Court Clerk/Deputy Clerk – Sonya Cox**
 - B. City Attorney – Powell & Crowley, LLC**
 - C. Municipal Court Judge – Honorable Sam Barth**
- VII. CONSENT AGENDA** – Council Member Davis motioned to approve. Council Member McClanahan seconded. During Discussion, Council Member Pilgrim asked Mayor Moncrief to clarify the funds in line item: 31.9000. Mayor Moncrief clarified that those funds belong in line item 31.1000 and will be moved as soon as possible. Motion carried unanimously.
 - A. MINUTES**
 - 1. December 12, 2024**
 - B. FINANCIALS**
 - 1. McNair, McLemore, Middlebrooks & Co., LLC**

2. LNCO Planning Engineering Construction

VIII. PUBLIC PRESENTATION

- A. **City of Walnut Grove 2023 Financial Audit Presentation – Kurt Hardison**
with McNair, McLemore, Middlebrooks & Co., LLC The City of Walnut Grove
Annual Audit is complete and turned into the State as mandated.

- IX. **PLANNING & ZONING ADMINISTRATOR REPORT** – Joe Walter was not asked to be
at the meeting. Mayor Moncrief read the Zoning Administrator's Report.

- X. **LIBRARY REPORT** – Dana Seger

- XI. **PUBLIC COMMENT** – No Comment

XII. OLD BUSINESS

- A. **HB 581 Public Hearing Calendar** – Public Hearing Dates were announced.

- B. **Sewer Expansion Bid Calendar Update** – the first date on the calendar was changed to
1/8/25 all other dates remain the same.

- C. ***Amendment to moratorium on zoning actions in downtown overlay*** – Motion was made
by Council Member Davis to amend the moratorium on zoning actions in the downtown
overlay, extending the moratorium for a period of 6 months, to end on July 16, 2025 @ 6:00
p.m., Council Member McClanahan seconded the motion. Motion carried unanimously.

- XIII. **NEW BUSINESS** – No new business

XIV. REPORTS

- A. **Public Works**

- B. **City Clerk**

- C. **Code Enforcement**

- D. **Mayor** – Announced that the lights at the ballpark are now working. City employee
evaluations have been completed. The Stormwater issue in Magnolia Springs is being
resolved. Envision Walnut Grove Kickoff/Meeting is scheduled for Tuesday, January 21,
2025 at 6:00 pm at Church of the Grove. Jim Thompson of the Walton Tribune was
welcomed and will be doing some reporting on the events in the City of Walnut Grove.

- XV. **TOWN HALL** – Librarian, Dana Segar praised Public Works Department for treating the
library sidewalks during the winter storm and for their hard work when needed at any given
time.

XVI. COUNCIL COMMENTS - Council Member Miles thanked Council Member Davis for helping in all areas when needed. Council Member Davis encouraged everyone to attend the Envision Meeting at Church at the Grove, January 21, 2025, at 6:00 pm

XVII. EXECUTIVE SESSION – N/A

XVIII. ADJOURN – Council Member Davis made a motion to adjourn the meeting. Council Member Miles seconded. Motion carried unanimously.

Lynn Heard, City Clerk **Date**

Stephanie Moncrief, Mayor **Date**

COUNCIL MEMBERS:

Erica Miles, Pro Tem **Date**

Linda Pilgrim **Date**

Rachel Davis **Date**

Maxine McClanahan **Date**



CITY OF WALNUT GROVE
January 30, 2024 – 6:00 p.m.
Municipal Building – 1021 Park Street
Work Session & Public Hearing

- I. Call to Order** – Mayor Moncrief called the meeting to order at 6:03pm
- II. Invocation** – Given by Tony Powell
- III. Pledge of Allegiance** - The pledge was said by all in attendance
- IV. Roll Call** – Present: Mayor Stephanie Moncrief, Mayor Pro Tem Erica Miles, Council Member Maxine McClanahan, Council Member Linda Pilgrim, Council Member Rachel Davis, Attorney Tony Powell, City Clerk Lynn Heard
- V. PUBLIC HEARING:**

A. The City of Walnut Grove & HB 581

The Mayor and Council of the City of Walnut Grove intends to opt out of the statewide adjusted base year ad valorem exemption for the City of Walnut Grove.

Additional Public Hearings will be held on Thursday, February 13, 2025, at 10:00 a.m. & 6:00 p.m. respectively. All Public Hearing will be held at the City of Walnut Grove Municipal Building, 1021 Park Street, Loganville, GA 30052.

- 1) Citizens who would like to speak against the action – No-one spoke against the action
- 2) Citizens who would like to speak in favor of the action – No-one spoke for the action

Adjourn Hearing – Mayor Moncrief adjourned hearing at 6:06pm

REGULAR MEETING

- VI. Approval of Agenda** – Mayor Moncrief amended the agenda. IX was changed to purchase of Public Works lawn mower. Modification request was added to XI. XII was changed to Magnolia Drive culvert stormwater repair. XIII was changed to adjourn. Council Member Erica Miles motioned to approve these changes on the agenda. Council Member Rachel Davis seconded. Motion was carried unanimously.
- VII. Discussion Item:** Updated Fee Schedule – Council Members were given the most recent fee schedule for review. It will be a topic at the next work session.

- VIII. **Discussion Item:** Stage 1 – Public Works Building facelift/repairs – Repair details were discussed. Council Member Miles will spearhead the project.
- IX. **Discussion Item:** Purchase of lawnmower for Public Works – 6 quotes were presented. Public Works Manager recommended the 60” deck. Vote will be taken at next meeting.
- X. **Information:** Georgia Southern Student Practicum Project – Student will be helping with the update of the City’s employee handbook
- XI. **Information:** Phase II LAS Sewer Plant Expansion Status – City is on schedule. Bid process in motion. Request for extended work day presented. Ad was properly advertised.
- XII. **Information:** Magnolia Drive culvert stormwater repair – February 11, 2025 for formal vote.
- XIII. **Adjourn** – Mayor Moncrief asked for a motion to adjourn. Council Member Rachel Davis motioned to approve. Council Member Maxine McClanahan seconded.

 Lynn Heard, City Clerk Date

 Stephanie Moncrief, Mayor Date

COUNCIL MEMBERS:

 Erica Miles, Pro Tem Date

 Linda Pilgrim Date

 Rachel Davis Date

 Maxine McClanahan Date



Workers Compensation Self-Insurance Fund

INVOICE

City of Walnut Grove

Lynn Heard

2581 Leone Ave

Loganville, GA 30052-4560

INVOICE DATE: 11/26/2024

DUE DATE: 1/1/2025

CUSTOMER: 511

INVOICE #	BILLING DESCRIPTION	AMOUNT
355825	2025-Estimated Annual Premium	\$8,232.00

SJM
11/29/25

To Remit Via ACH:

Bank: Truist

Routing Number: 021052053

Account Number: 87132870

Please Include City Name and Invoice Number in Memo

If you have any questions about your payment please call Joel Levy at (678) 686-6233. For general questions about your coverage, please contact us at workerscomp@gacities.com or (678) 686-6221.

PLEASE MAIL PAYMENT AND REMITTANCE FORM TO:

GMA Workers' Compensation Self Insurance Fund

Attention: Finance

P.O. Box 105377

Atlanta, Georgia 30348

Quote Summary

Prepared For:
Walnut Grove
GA
Home: 678-218-8151

Prepared By:
Roach Jesse
Ag-Pro
1377 Dogwood Drive Sw
Conyers, GA 30012
Phone: 770-760-0010
jroach@agproco.com

Quote Id: 32265917
Created On: 28 January 2025
Last Modified On: 28 January 2025
Expiration Date: 31 January 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 13,570.33	X 1 =	\$ 13,570.33

Equipment Total **\$ 13,570.33**

Quote Summary

Equipment Total	\$ 13,570.33
Dealer services	\$ 0.00
SubTotal	\$ 13,570.33
Est. Service Agreement Tax	\$ 0.00
Total	\$ 13,570.33
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,570.33

Salesperson : X _____

Accepted By : X _____



Quote Id: 32265917

JOHN DEERE Z930M ZTrak

Hours:

Stock Number:

Code	Description	Qty
216ETC	Z930M ZTrak	1

Standard Options - Per Unit

001A	United States/Canada	1
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1
1505	60 In. Mulch On Demand Mower Deck	1
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1

Other Charges

Freight	1
EnviroCrate	1
Setup	1

Quote Summary

Prepared For:

Walnut Grove
GA
Home: 678-218-8151

Prepared By:

Roach Jesse
Ag-Pro
1377 Dogwood Drive Sw
Conyers, GA 30012
Phone: 770-760-0010
jroach@agproco.com

Quote Id: 32265917
Created On: 28 January 2025
Last Modified On: 28 January 2025
Expiration Date: 31 January 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 12,462.83 X	1 =	\$ 12,462.83
Equipment Total			\$ 12,462.83

Quote Summary

Equipment Total	\$ 12,462.83
Dealer services	\$ 0.00
SubTotal	\$ 12,462.83
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,462.83
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,462.83

Salesperson : X _____

Accepted By : X _____



Quote Id: 32265917

JOHN DEERE Z930M ZTrak

Hours:

Stock Number:

Code	Description	Qty
216ETC	Z930M ZTrak	1
Standard Options - Per Unit		
001A	United States/Canada	1
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1
1502	54 In. Side Discharge Mower Deck	1
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1
Other Charges		
	Freight	1
	EnviroCrate	1
	Setup	1

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
 2950 Atlanta Highway
 Athens, GA 30606
 706-354-0037
 WAthensGM@agproco.com

Quote Summary

Prepared For:

CITY OF WALNUT GROVE
 2580 LEONE AVE
 LOGANVILLE, GA 30052
 Business: 770-787-0046

Delivering Dealer:

Ag-Pro
 Williams James
 2950 Atlanta Highway
 Athens, GA 30606
 Phone: 706-354-0037
 jameswilliams@agproco.com

Quote ID: 32266155
Created On: 28 January 2025
Last Modified On: 28 January 2025
Expiration Date: 27 February 2025

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE Z930M ZTrak - 1TC930MVERR130305	\$ 12,287.34	X 1	=	\$ 12,287.34
**AG-PRO PROTECTION + 2 YEARS COMMERCIAL Z 7 thru 9 SERIES	\$ 630.37	X 1	=	\$ 630.37
Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22)				
Price Effective Date:				
Sub Total				\$ 12,917.71
JOHN DEERE Z930M ZTrak - 1TC930MCHRS141830	\$ 12,832.56	X 1	=	\$ 12,832.56
**AG-PRO PROTECTION + 2 YEARS COMMERCIAL Z 7 thru 9 SERIES	\$ 630.37	X 1	=	\$ 630.37
Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22)				
Price Effective Date:				
Sub Total				\$ 13,462.93
Equipment Total				\$ 26,380.64

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 26,380.64

Trade In

Salesperson : X _____

Accepted By : X _____



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
2950 Atlanta Highway
Athens, GA 30606
706-354-0037
WAthensGM@agproco.com

SubTotal	\$ 26,380.64
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 26,380.64
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 26,380.64

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 32266155 **Customer Name:** CITY OF WALNUT GROVE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
2950 Atlanta Highway
Athens, GA 30606
706-354-0037
WAthensGM@agproco.com

JOHN DEERE Z930M ZTrak - 1TC930MVERR130305

Hours: 1

Stock Number: 53001556

Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22)

Selling Price *
\$ 12,287.34

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216CTC	JOHN DEERE Z930M GAS MOWER	1	\$ 14,409.00	22.00	\$ 3,169.98	\$ 11,239.02	\$ 11,239.02
Standard Options - Per Unit							
001A	COUNTRY CODES - US/ CANADA	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	54-60"DK TWEEL TIRE	1	\$ 1,149.00	22.00	\$ 252.78	\$ 896.22	\$ 896.22
1502	54" DECK	1	\$ -400.00	22.00	\$ -88.00	\$ -312.00	\$ -312.00
2093	SUSP SEAT	1	\$ 595.00	22.00	\$ 130.90	\$ 464.10	\$ 464.10
Standard Options Total			\$ 1,344.00		\$ 295.68	\$ 1,048.32	\$ 1,048.32
Value Added Services							
	**AG-PRO PROTECTION + 2 YEARS COMMERCIAL Z 7 thru 9 SERIES	1	\$ 630.37			\$ 630.37	\$ 630.37
Value Added Services Total			\$ 630.37			\$ 630.37	\$ 630.37
Total Selling Price			\$ 15,753.00		\$ 3,465.66	\$ 12,287.34	\$ 12,917.71

JOHN DEERE Z930M ZTrak - 1TC930MCHRS141830

Equipment Notes:

Hours: 1

Stock Number: 03034687

Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22)

Selling Price *
\$ 12,832.56

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Selling Equipment

Quote Id: 32266155 **Customer Name:** CITY OF WALNUT GROVE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Ag-Pro
 2950 Atlanta Highway
 Athens, GA 30606
 706-354-0037
 WAthensGM@agproco.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216ETC	JOHN DEERE Z930M GAS MOWER	1	\$ 14,409.00	22.00	\$ 3,169.98	\$ 11,239.02	\$ 11,239.02
Standard Options - Per Unit							
001A	COUNTRY CODES - US/CANADA	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	54-60"DK TWEEL TIRE	1	\$ 1,448.00	22.00	\$ 318.56	\$ 1,129.44	\$ 1,129.44
1504	60" DECK	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	SUSP SEAT	1	\$ 595.00	22.00	\$ 130.90	\$ 464.10	\$ 464.10
Standard Options Total			\$ 2,043.00		\$ 449.46	\$ 1,593.54	\$ 1,593.54
Value Added Services							
	**AG-PRO PROTECTION + 2 YEARS COMMERCIAL Z 7 thru 9 SERIES	1	\$ 630.37			\$ 630.37	\$ 630.37
Value Added Services Total			\$ 630.37			\$ 630.37	\$ 630.37
Total Selling Price			\$ 16,452.00		\$ 3,619.44	\$ 12,832.56	\$ 13,462.93



Quote Summary

Prepared For:

Walnut Grove
GA
Home: 678-218-8151

Prepared By:

Nichols Caleb
Ag-Pro
4395 Stone Mountain Highway
Lilburn, GA 30047
Phone: 770-979-2201
cnichols@agproco.com

Quote Id: 32266170
Created On: 28 January 2025
Last Modified On: 28 January 2025
Expiration Date: 04 February 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 12,462.83 X	1 =	\$ 12,462.83
Equipment Total			\$ 12,462.83

Quote Summary

Equipment Total	\$ 12,462.83
Dealer services	\$ 0.00
SubTotal	\$ 12,462.83
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,462.83
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,462.83

Salesperson : X _____

Accepted By : X _____



Quote Id: 32266170

JOHN DEERE Z930M ZTrak

Hours:

Stock Number:

				Selling Price
				\$ 12,462.83
Code	Description	Qty	Unit	Extended
216ETC	Z930M ZTrak	1	\$ 14,409.00	\$ 14,409.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,448.00	\$ 1,448.00
1502	54 In. Side Discharge Mower Deck	1	\$ -400.00	\$ -400.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 595.00	\$ 595.00
Standard Options Total				\$ 1,643.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 400.00	\$ 400.00
	EnviroCrate	1	\$ 65.00	\$ 65.00
	Setup	1	\$ 85.00	\$ 85.00
Other Charges Total				\$ 550.00
Suggested Price				\$ 16,602.00
Customer Discounts				
Customer Discounts Total			\$ -4,139.17	\$ -4,139.17
Total Selling Price				\$ 12,462.83

Quote Summary

Prepared For:

Walnut Grove
 GA
 Home: 678-218-8151

Prepared By:

Nichols Caleb
 Ag-Pro
 4395 Stone Mountain Highway
 Lilburn, GA 30047
 Phone: 770-979-2201
 cnichols@agproco.com

Quote Id: 32266170
Created On: 28 January 2025
Last Modified On: 28 January 2025
Expiration Date: 04 February 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 13,570.33 X	1 =	\$ 13,570.33
Equipment Total			\$ 13,570.33

Quote Summary

Equipment Total	\$ 13,570.33
Dealer services	\$ 0.00
SubTotal	\$ 13,570.33
Est. Service Agreement Tax	\$ 0.00
Total	\$ 13,570.33
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,570.33

Salesperson : X _____

Accepted By : X _____



Quote Id: 32266170

JOHN DEERE Z930M ZTrak

Hours:

Stock Number:

				Selling Price
				\$ 13,570.33
Code	Description	Qty	Unit	Extended
216ETC	Z930M ZTrak	1	\$ 14,409.00	\$ 14,409.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,448.00	\$ 1,448.00
1505	60 In. Mulch On Demand Mower Deck	1	\$ 1,100.00	\$ 1,100.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 595.00	\$ 595.00
Standard Options Total				\$ 3,143.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 400.00	\$ 400.00
	EnviroCrate	1	\$ 65.00	\$ 65.00
	Setup	1	\$ 85.00	\$ 85.00
Other Charges Total				\$ 550.00
Suggested Price				\$ 18,102.00
Customer Discounts				
Customer Discounts Total			\$ -4,531.67	\$ -4,531.67
Total Selling Price				\$ 13,570.33



City of Walnut Grove
2581 Emerald Drive
Loganville, GA 30052

Peach State Construction Co.
P.O. Box 87
Covington, GA 30014

January 24, 2025

To Whom It May Concern,

The City of Walnut Grove financial software does not allow for us to create a Purchase Order number. In lieu of a P.O. #, on behalf of the City of Walnut Grove, as Mayor, and in consideration of the urgency of the completion of this project, I submit this letter to commit to the cost of the Magnolia Drive Culvert Replacement project as outlined in the Peach State Construction Co. proposal dated November 13, 2024, in the amount of \$99,886.00 (appendix A).

If you have any questions, or need further information, please do not hesitate to contact me at Ph. #770-787-0046.

Thank you,

Stephanie Moncrief, Mayor

City Clerk

From: Aaron Wadley <aaron.wadley@lncopcopec.com>
Sent: Wednesday, February 5, 2025 2:31 PM
To: Stephanie Moncrief
Subject: Magnolia Dr Pricing for City of Walton Grove

See the estimate from Southeastern Culvert below.

Aaron Wadley, PE
LNCO Planning Engineering Construction
Madison, Georgia
404-326-4522

Begin forwarded message:

From: Kathy Hinton <kat@southeastculvert.com>
To: aaron.wadley@lncopcopec.com
Subject: Pricing for City of Walton Grove

Good afternoon Aaron,
Pricing for City of Walton Grove as per your request:

6 pcs 48" x 20ft (120ft total) @ \$65.42 =	\$7850.40
2 ea 60" Headwalls for 48" HDPE @ \$1500.00 ea. =	3000.00
Total	\$10,850.40

Freight included to Walton County
Availability – 3-4 days ARO

Feel free to reach back out to us if you have any further questions.
Thank you,

Kat
Southeast Culvert, Inc.
P.O. Box 999
Auburn, Ga. 30011
770-868-5599
770-868-5735 fax

CEDAR HILL INCORPORATED
 2803 FEARS RD
 MADISON, GA 30650
 7068181512
 alan.ward@att.net

Estimate

ADDRESS

SHIP TO

City of Walnut Grove

ESTIMATE #

1013

DATE

09/03/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	PIPE	CULVERT PIPE REPLACEMENT PROJECT ON 625 MAGNOLIA DRIVE WALNUT GROVE GA.	1	106,700.00	106,700.00
		ESTAMATE INCLUDES SIGNAGE FOR ROAD UTILITY LOCATE AND WORKING AROUND AND UNDER ALL UTILITIES TREE REMOVAL TREE TRASH REMOVAL CONCRETRE CRUB AND SIDE WALK REMOVAL CONCRETE HAUL OFF CONCRETE CURB AND SIDE WALK REPLACEMENT CONCRETE PATCH IN ROAD COLVERT PIPE REMOVALE NEW COLVERT INSTALL 57 STONE AROUND NEW COLVERT HEADHWALL REMOVAL NEW HEAD WALL INSTALL CONCRETE AND PIPE HAUL OFF AND DISPOSAL REPARING YARD AND LAYING SOD			
		TOTAL			\$106,700.00

Accepted By

Accepted Date

Quote # QUO-733503-M3K5X6					
Date	12/4/2024	Account Name	LNCO Planning Engineering Construction	Reply-To	
Quote #	QUO-733503-M3K5X6	Contact Name	Aaron Wadley	Contech Rep.	Jesse Dalfonso
		Phone	(404) 326-4522	Address	Conyers, GA, 30012
Quote Name	SESWA Chattanooga	Fax		Phone	678-371-7105
		Email	aaron.wadley@lncpecc.com	Fax	
Project City/State	Loganville, GA			Email	Jesse.Dalfonso@ContechES.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	DUROMAXX 10.8psi BXS 48" - Diameter : 48", Joint Type : Bell and Spigot 10.8 psi Watertight, Length : 24	5.00	120.00	\$142.01	FT	\$17,041.20
	CSP BD 12"FLAT AL T2 18ga 48" 1PC - Notes for Quote : Quantities TBD	1.00	1.00	\$90.50	EA	\$90.50
	BAND ACC FLAT GASKET 48" 12"WIDE - Notes for Quote : Quantities TBD	1.00	1.00	\$38.50	EA	\$38.50
					Total	\$17,170.20
					(Tax not included) Net Total	\$17,170.20

Standard Notes
1.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.
2.Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
3.Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.
4.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
5.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
6.This quotation expires 30 days from the date shown. Prices are firm for shipment within 60 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Quote # QUO-733503-M3K5X6

Scope Of Work

DuroMaxx Pipe

Standard Scope of Work for DuroMaxx Steel Reinforced HDPE Pipe and underground Tanks

Material Quote

Material pricing includes required Contech generated contract drawings and all pipe and components as detailed in the body of the quote.

DuroMaxx Pipe Lengths and Fabricated Fittings

DuroMaxx pipe is available in standard (detailed below) and custom lengths. Fabricated fittings and custom lengths of pipe are not returnable. At the discretion of Contech standard lengths of pipe may be returnable if returned in clean, resaleable condition and may include a restocking fee in addition to freight charges.

Standard Lengths:

- 30"-96" – 14' and 24' lengths
- 108" & 120" – 20' lengths

Requirements for Buried Tanks

DuroMaxx buried tanks are designed and quoted per the parameters provided. Contech will not accept a buried tank order unless all required information has been provided. Changes to any parameters may result in changes to the prices quoted.

DuroMaxx Jointing Options

DuroMaxx is available with several jointing options. Please refer to product literature or your local Sales Engineer for complete details. DuroMaxx bell and spigot and welded coupler joints are designed to meet the requirements of ASTM D-3212. Unless otherwise detailed the definition of 'Leak Free', 'Water Tight', etc. is determined to mean that a properly installed system will allow for infiltration or exfiltration of a water like liquid at a rate not to exceed 200 gallons per inch of diameter per mile of pipe per day.

Welded Coupler Joints

The material pricing for welded coupler joints includes the HDPE coupler, the steel external alignment band, and the required hardware for attachment of the alignment band. Welded couplers require post installation welding service which is not included in the material price and may be quoted by Contech separately or by a 3rd party.

If quoted by Contech the following standard scope of work for Contech provided Welded Coupler field welding services apply

1. Contech provided materials and services

Welding services to be completed by Contech or 3rd party technicians under contract to Contech. The welding crew will be responsible for final joint preparation, coupler placement and field welding process. Unless otherwise detailed the following will be provided;

- a. One Lead welder, one laborer, and one confined space spotter.
- b. Placement and field welding of internal coupler of DuroMaxx pipe and supply of associated HDPE consumables and components.
- c. Welding equipment and related supplies
- d. Generator
- e. Personal Confined Space entry equipment

2. Contractor/Customer provided materials and work

The customer will complete the excavation for the system, place the pipe in the proper alignment and orientation, secure the pipe with flat steel coupling bands provided by CONTECH, and commence backfilling. In order to expedite the welding process, the customer needs to install the pipe such that the joints are clean, dry, straight, and with longitudinal gaps no greater than one inch wide. The pipe interior at the joints must be clean and dry before welding can begin. Adjacent pipe sections should be aligned such that the differential offset is no more than ¼ inch. This may require internal bracing prior to banding and backfilling. Pipe backfilling shall follow pipe placement so temperature conditioning can begin, and backfilling must be completed before the welding service work begins. Prior to arrival of the welding crew the contractor will ensure the following.

- a. Necessary manhole access to the pipe and fittings to be welded
- b. A level ground surface outside the manholes for tripod placement
- c. A safe and productive jobsite for Contech's welding crew including appropriate jobsite access for Contech personnel, equipment, and service vehicles
- d. The groundwater table is presumed to be no higher than the bottom of the pipe at the systems lowest location. If it is found to be higher, notify Contech immediately
- e. Cleaning supplies including water, reciprocating saw or angle grinder, equipment for confined space OSHA requirements (forced ventilation, retrieval life lines & harness, oxygen monitor, tripods, ladder).
- f. Leakage testing, if required, is to be performed by a third party and is not included in Contech's estimated pricing. Conditioning of the pipe, once full of water, is necessary prior to testing.
- g. Field welding estimates are based on proper conditions as detailed above. Any conditions which increase the time required may result in increases charges to the customer.

Contech On-Site Field Consulting Services

As a service to assist in the proper installation of DuroMaxx Contech supplied field consulting services are available at an additional cost. Please consult with your Sales Engineer for additional information and costs.

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PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES.

Acceptance		Contech Engineered Solutions LLC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Jesse Dalfonso
Company		(O)	678-371-7105
By		(F)	
Title		(Cell)	
Date		Title	

Quote # QUO-733503-M3K5X6

Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15



City of Walnut Grove

Budget vs. Actuals: FY25 Budget by Department - FY25 P&L Classes

July 2024 - January 2025

	ACTUAL	TOTAL		
		BUDGET	OVER BUDGET	% OF BUDGET
Income				
31.1000 General Property Taxes (25)	60,815.63	365,000.00	-304,184.37	16.66 %
31.1310 Motor Vehicle (25)	-4,687.89	1,500.00	-6,187.89	-312.53 %
31.1315 Motor Vehicle Ad Valorem Tax Fee (TAVT) (25)	40,682.38	50,000.00	-9,317.62	81.36 %
31.1340 Intangible Tax (Recording) (25)	3,015.64	3,600.00	-584.36	83.77 %
31.1600 Real Estate Transfer Tax	1,190.40		1,190.40	
31.1700 Franchise Taxes				
31.1710 Franchise Tax - Electric (25)		82,000.00	-82,000.00	
31.1730 Franchise Tax - Gas (25)	3,993.04	4,300.00	-306.96	92.86 %
31.1750 Franchise Tax - Cable (25)	4,493.78	8,600.00	-4,106.22	52.25 %
31.1760 Franchise Tax - Telephone (25)	315.92	400.00	-84.08	78.98 %
Total 31.1700 Franchise Taxes	8,802.74	95,300.00	-86,497.26	9.24 %
31.3100 Local Option Sales and Use Taxes (LOST) (25)	76,086.97	275,000.00	-198,913.03	27.67 %
31.4200 Beer/Wine Alcoholic Beverage Excise Tax (25)	42,701.85	77,000.00	-34,298.15	55.46 %
31.6200 Insurance Premium Taxes (25)	126,224.54	120,000.00	6,224.54	105.19 %
31.9000 Penalties & Interest on Delinquent Taxes (25)	287,018.75	1,500.00	285,518.75	19,134.58 %
32.1115 Alcohol Licenses - Beer & Wine Licenses (25)	2,228.96	750.00	1,478.96	297.19 %
32.1125 Alcohol Licenses - Wine Retail Sales (25)		750.00	-750.00	
32.1135 Alcohol Licenses - Liquor Retail Sales (25)	10,000.00	1,700.00	8,300.00	588.24 %
32.1200 General Business License (25)	3,575.00	11,000.00	-7,425.00	32.50 %
32.2000 Non-Business Licenses and Permits				
32.2200 Permits Building and Signs (25)	36,005.66	15,000.00	21,005.66	240.04 %
Total 32.2000 Non-Business Licenses and Permits	36,005.66	15,000.00	21,005.66	240.04 %
32.2990 Other Permits (25)	25.00	1,200.00	-1,175.00	2.08 %
32.4000 Late Fees-Permits & License (25)	50.00		50.00	
33.4000 State Government Grants (25)		25,000.00	-25,000.00	
34.7000 Cultural & Recreation Income (25)	1,580.00	3,000.00	-1,420.00	52.67 %
34.9999 Other Charges	1,300.00	1,000.00	300.00	130.00 %
35.1000 Fines and Forfeitures (25)	28,575.00	52,000.00	-23,425.00	54.95 %
37.1000 Contribution	250.00		250.00	
38.9000 Other Miscellaneous Revenue (25)	620,016.14	1,000.00	619,016.14	62,001.61 %
39.2000 Proceeds of Sales of product Income		1,100.00	-1,100.00	
Sales of Product Income	125.00		125.00	
Total Income	\$1,345,581.77	\$1,102,400.00	\$243,181.77	122.06 %
Cost of Goods Sold				
Cost of Goods Sold	0.00		0.00	
Total Cost of Goods Sold	\$0.00	\$0.00	\$0.00	0.00%



City of Walnut Grove

Budget vs. Actuals: FY25 Budget by Department - FY25 P&L Classes

July 2024 - January 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
GROSS PROFIT	\$1,345,581.77	\$1,102,400.00	\$243,181.77	122.06 %
Expenses				
51.1100 Regular Employees-Salaries & Wages (25)	131,591.39	299,500.00	-167,908.61	43.94 %
51.1100 Salaries and Wages	-112.00		-112.00	
51.1110 Council-Salaries & Wages (25)	10,200.00	20,400.00	-10,200.00	50.00 %
51.1200 Temporary Employees - Wages (25)	3,372.00	9,000.00	-5,628.00	37.47 %
51.1300 Overtime- Salaries & Wages (25)		10,000.00	-10,000.00	
51.2110 Medical Benefit - People Keep	0.00		0.00	
51.2110 Medical Benefit - People Keep (25)	3,847.61	21,000.00	-17,152.39	18.32 %
51.2200 Payroll Taxes - Social Security - (FICA) Contributions	-68.55		-68.55	
51.2200 Payroll Taxes - Social Security - (FICA) Contributions (25)	12,241.97	21,050.00	-8,808.03	58.16 %
51.2210 Payroll Taxes - Medicare		0.00	0.00	
51.2300 Payroll Taxes- Medicare (25)		4,950.00	-4,950.00	
51.2400 Retirement Benefits (25)		15,000.00	-15,000.00	
51.2600 Unemployment Insurance (25)		1,000.00	-1,000.00	
51.2700 Worker's Compensation (25)		9,500.00	-9,500.00	
52.1210 Municipal Court Judge (25)	6,100.00	15,000.00	-8,900.00	40.67 %
52.1220 Municipal Court Solicitor (25)	4,500.00	9,000.00	-4,500.00	50.00 %
52.1230 Code Enforcement (25)		26,000.00	-26,000.00	
52.1240 Engineering - City (25)	4,601.94	25,000.00	-20,398.06	18.41 %
52.1242 Engineering - Storm Water (25)		10,000.00	-10,000.00	
52.1245 Zoning Administrator (25)		30,000.00	-30,000.00	
52.1246 Inspections (25)	9,245.00	1,200.00	8,045.00	770.42 %
52.1260 Accounting - Bookkeeping (25)	8,190.00	18,000.00	-9,810.00	45.50 %
52.1265 Accounting - Auditor (25)	43,000.00	15,000.00	28,000.00	286.67 %
52.1270 Legal - City Attorney (25)	15,516.60	25,000.00	-9,483.40	62.07 %
52.1275 Professional & Legal Services - Other (25)	5,633.00	6,000.00	-367.00	93.88 %
52.1280 Security (25)	480.00	2,000.00	-1,520.00	24.00 %
52.1310 IT Service (25)	8,436.00	13,000.00	-4,564.00	64.89 %
52.1315 IT Service - Website (25)	200.00	2,000.00	-1,800.00	10.00 %
52.1320 Court Software (25)	1,220.72	4,200.00	-2,979.28	29.06 %
52.1330 Office Software (25)	2,768.00	4,000.00	-1,232.00	69.20 %
52.1340 Other Software (25)		1,500.00	-1,500.00	
52.1390 IT-Other (25)	4,840.32	2,000.00	2,840.32	242.02 %
52.2100 Cleaning Services (25)	1,336.00	5,000.00	-3,664.00	26.72 %
52.2110 Disposal (i.e. Garbage Pickup) (25)	60,592.00	120,000.00	-59,408.00	50.49 %
52.2200 Repairs and Maintenance-NON-Employee Services (25)	2,854.36	15,000.00	-12,145.64	19.03 %
52.2210 Repairs and Maintenance - Vehicles-NON Employee Services (25)	5,859.63	3,500.00	2,359.63	167.42 %
52.2220 Repairs & Maintenance-Streets, Roads &Bridges-NON-Employee Services((25)	698.10	12,000.00	-11,301.90	5.82 %

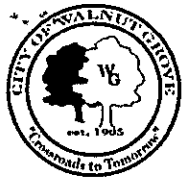


City of Walnut Grove

Budget vs. Actuals: FY25 Budget by Department - FY25 P&L Classes

July 2024 - January 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
52.2241 Professional Services - Engineering				
52.2241 - Code Enforcement	340.00		340.00	
52.2241 - Engineering Services	16,885.00		16,885.00	
52.2241 - Zoning Administration	2,545.00		2,545.00	
Total 52.2241 Professional Services - Engineering	19,770.00		19,770.00	
52.2242 Professional Services - Accounting	4,977.49		4,977.49	
52.2243 Professional Services - Legal	1,000.00		1,000.00	
52.2244 Professional Services - Security	141.29		141.29	
52.2250 Facility & Grounds Maintenance-NON-Employee Services (25)	60,932.30	10,000.00	50,932.30	609.32 %
52.2260 Liability Insurance	1,000.00		1,000.00	
52.3100 Insurance, Other than employee benefits (25)		32,000.00	-32,000.00	
52.3200 Communications (25)	2,417.83		2,417.83	
52.3200 Communications - Wireless Telephone	219.77		219.77	
52.3210 Telephone		11,000.00	-11,000.00	
52.3230 Postage (25)	293.06	2,500.00	-2,206.94	11.72 %
52.3300 Advertising (25)	810.99	2,500.00	-1,689.01	32.44 %
52.3400 Printing & Binding (25)	265.00	3,000.00	-2,735.00	8.83 %
52.3500 Travel (25)	200.00	7,000.00	-6,800.00	2.86 %
52.3510 Mileage reimbursement (25)	1,740.83	3,000.00	-1,259.17	58.03 %
52.3520 Per Diem or Meals (25)	365.00	2,000.00	-1,635.00	18.25 %
52.3530 Hotel & Parking (25)	4,071.17	15,000.00	-10,928.83	27.14 %
52.3540 Other Travel (25)		3,400.00	-3,400.00	
52.3600 Dues and fees (25)	4,247.73	7,000.00	-2,752.27	60.68 %
52.3610 Bank Charges (25)	457.49	500.00	-42.51	91.50 %
52.3620 Membership Dues (25)	244.97	1,100.00	-855.03	22.27 %
52.3700 Training and Education (25)	750.00	4,000.00	-3,250.00	18.75 %
52.3710 Conference Fees (25)		6,500.00	-6,500.00	
52.3850 Contract Labor (25)	725.00	1,000.00	-275.00	72.50 %
52.3900 Contract Services - Other	150.00		150.00	
53.1105 Cleaning Supplies (25)		1,000.00	-1,000.00	
53.1110 Office Supplies (25)	3,984.48	10,000.00	-6,015.52	39.84 %
53.1115 Pavilion Rental Expenses (25)		500.00	-500.00	
53.1125 Facility & Grounds Supplies (25)	3,184.67	20,000.00	-16,815.33	15.92 %
53.1130 OTHER - General Supplies (25)		10,000.00	-10,000.00	
53.1135 Employee Uniforms (25)	586.59	1,000.00	-413.41	58.66 %
53.1140 Community Events (25)	8,166.15	7,500.00	666.15	108.88 %
53.1210 Water/Sewerage - ENERGY (25)	784.82	2,500.00	-1,715.18	31.39 %
53.1220 Natural Gas - ENERGY (25)	354.57	1,000.00	-645.43	35.46 %
53.1230 Electricity - ENERGY (25)	18,195.41	45,000.00	-26,804.59	40.43 %
53.1235 Cable - ENERGY (25)		8,000.00	-8,000.00	



City of Walnut Grove

Budget vs. Actuals: FY25 Budget by Department - FY25 P&L Classes

July 2024 - January 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
53.1270 Gasoline - ENERGY (25)	3,949.43	7,000.00	-3,050.57	56.42 %
53.1300 Food (25)	81.00	3,500.00	-3,419.00	2.31 %
53.1600 Small Equipment (25)		3,000.00	-3,000.00	
53.1700 Other Supplies (25)	42.78	500.00	-457.22	8.56 %
53.9999 Miscellaneous Expenditures (25)	45.00	1,500.00	-1,455.00	3.00 %
54.2100 Machinery (25)		5,000.00	-5,000.00	
54.2300 Furniture and Fixtures (25)		2,000.00	-2,000.00	
57.1000 Intergovernmental (25)		500.00	-500.00	
57.1100 Walton County Board of Commissioners (25)	9,294.68	13,000.00	-3,705.32	71.50 %
57.3100 Library (25)		70,000.00	-70,000.00	
57.3300 Peace Officer Annuity/Benefit Fund (25)	1,090.34	4,000.00	-2,909.66	27.26 %
57.3320 Crime Lab Fees (25)		50.00	-50.00	
57.3340 Drivers Ed/Training Fund (25)		50.00	-50.00	
57.3370 Drug Abuse Treatment and Education (25)		1,000.00	-1,000.00	
57.3375 County Jail Fund (25)	824.44	1,500.00	-675.56	54.96 %
57.3380 Peace Officer - Prosecutor's Fund (25)		1,500.00	-1,500.00	
57.3385 Local Victim Assist. Fund (25)	680.52	2,000.00	-1,319.48	34.03 %
57.3390 GA Crime Victims Assist. Program (25)		500.00	-500.00	
57.3391 Peace Officer - Prosecution Indigent Fund (25)		500.00	-500.00	
57.3392 Sheriff's Retirement Fund of GA (25)	194.00	600.00	-406.00	32.33 %
57.3393 GSCCCA Payouts (25)	3,770.10	12,000.00	-8,229.90	31.42 %
58.1000 Debt Service - Principal (25)	17,967.66	33,200.00	-15,232.34	54.12 %
58.2000 Debt Service - Interest (25)		2,800.00	-2,800.00	
Payroll Expenses	50.00		50.00	
Wages	9,753.86		9,753.86	
Total Payroll Expenses	9,803.86		9,803.86	
Payroll Taxes - Social Security	1,924.58		1,924.58	
Reimbursements	2,353.60		2,353.60	
Total Expenses	\$539,202.69	\$1,159,500.00	\$ -	46.50 %
			620,297.31	
NET OPERATING INCOME	\$806,379.08	\$ -57,100.00	\$863,479.08	-1,412.22 %
NET INCOME	\$806,379.08	\$ -57,100.00	\$863,479.08	-1,412.22 %

STATE OF GEORGIA

CITY OF WALNUT GROVE

ORDINANCE NO. _____

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE
CITY OF WALNUT GROVE, GEORGIA**

TO AMEND CHAPTER 31 OF THE CODE OF ORDINANCES (GENERAL OFFENSES) OF WALNUT GROVE, GEORGIA TO AMEND CERTAIN CODE ENFORCEMENT PROVISIONS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Walnut Grove, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Walnut, Georgia desires to amend its code of ordinances to clarify property maintenance violations; and

WHEREAS, the health, safety, and welfare of the citizens of Walnut Grove, Georgia, will be positively impacted by the adoption of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Walnut Grove, Georgia, and it is hereby ordained by authority of same, as follows:

SECTION 1. That Section 31-108, Chapter 31 of Code of Ordinances of Walnut Grove, Georgia be hereby deleted in its entirety and replaced with the following:

“Sec. 31-108. – Open or Outdoor storage.

(a) The open or outdoor storage of appliances, building material or debris, equipment, garbage, glass, material, merchandise, rubbish, trash or similar items shall not be permitted, maintained or stored on any premises. When household items are placed outside structures inside the City pursuant to a lawful dispossessory/eviction process, the property owner shall remove all of said items from the property within three working days following the execution of the dispossessory/eviction.

(b) Exceptions to this section include:

- (1) Property where outdoor storage is authorized by the zoning ordinance or action;
- (2) Cut wood which is neatly stacked in lengths not to exceed three feet for the personal use of the owner or occupant and which is stored in a side or rear yard;
- (3) Rubbish, garbage, trash or other similar items placed outside for collection by an authorized waste hauler not more than 24 hours prior to the designated collection date for that property.”

(c) Notice to Remove. It shall be the duty of the Code Enforcement Officer to notify in writing, via personal hand delivery or delivery via certified mail or statutory overnight delivery, the owner or occupant of any premises upon which junk is permitted to accumulate in violation of the provisions of this Section that such material must be removed within ten (10) days from the date of such notice. If notice by mail is utilized, it shall be addressed to the said owner or occupant at their last known address.

(d) Action Upon Non-compliance. Upon the failure, neglect, or refusal of any owner or occupant so notified to remove such junk within the designated time period, the City Clerk or City Marshal shall issue a citation accordingly. This Code section shall be subject to punishment as provided for in Chapter 1, Section 1-108.

SECTION 2. That Section 31-127, Chapter 31 of Code of Ordinances of Walnut Grove, Georgia be hereby deleted in its entirety and replaced with the following:

“Sec. 31-127. Junk Vehicles.

(a) *Junk vehicle* means any vehicle, automobile, truck, van, trailer of any kind or type, or contrivance or part thereof which is wrecked, dismantled, partially dismantled, stripped, partially stripped, inoperative, abandoned, discarded, or kept parked, stored or maintained on any premises or public right-of-way without a current license plate and/or decal displayed on the vehicle.

(b) Junk vehicles shall not be kept, permitted, parked, stored or maintained on any premises or public right-of-way.

(c) Exceptions to this section include:

(1) Junk vehicles, which are kept within a fully enclosed building on property in residential zoning districts, provided the owner or occupant of the property is in the process of reconditioning the junk vehicle for personal use;

(2) Junk vehicles which are kept on property in zoning districts authorized by the zoning resolution for repairing, reconditioning or remodeling junk vehicles, and provided that such junk vehicles are not stored for the purpose of salvage of parts but are in the continual process of repair, reconditioning or remodeling;

(3) Junk vehicles which are kept on property in zoning districts as authorized by the zoning resolution for a junk or salvage yard.”

SECTION 3. That Section 31-136, Chapter 31 of Code of Ordinances of Walnut Grove, Georgia be hereby deleted in its entirety and replaced with the following:

“Sec. 31-136. – Grass, weeds and uncultivated vegetation.

(a) Premises and exterior property shall be maintained free from grass, weeds, or uncultivated vegetation in excess of 12 inches in height.

(b) Exceptions to this section include:

(1) Any parcel zoned AG (agriculture district) that is greater than three acres in size.

(c) Property owners abutting a right-of-way shall not allow yard trimmings to accumulate on a public street or sidewalk.

(d) The unpaved areas of front yards shall be maintained with grass, ground cover or other type of landscaping to such an extent that the soil is not subject to erosion.”

SECTION 4. That Section 31-143, Chapter 31 of Code of Ordinances of Walnut Grove, Georgia be hereby added with the following:

“Sec. 31-143. – Property Maintenance.

(a) A certain document, three copies of which are on file in the office of the City Clerk of the City of Walnut Grove, being marked and designated as the International Property Maintenance Code, 2012 edition, and the Georgia State Amendments thereto as revised January 1, 2015, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Walnut Grove, in the State of Georgia for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of the City of Walnut Grove are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in this Section.

(b) The following sections are hereby revised:

Section 101.1. Insert: City of Walnut Grove

Section 103.5. Insert: Fee Schedules of the City of Walnut Grove

Section 111. Insert: Appeals shall go to the Municipal Court of the City of Walnut Grove

Section 111.2. Delete this Section in its entirety

Section 111.7. Clarification: The Court referenced is the Municipal Court of the City of Walnut Grove

(c) In addition to the incorporated ordinances, the following shall apply:

a. Exterior surface treatment.

i. All exterior surfaces, including, but not limited to doors, door and window frames, cornices, porches, and trim shall be maintained in good repair. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. All siding and masonry joints shall be maintained weather-resistant and watertight.

b. Roofs.

i. Roofs of buildings shall be maintained so that they are structurally sound and in a safe condition and have no defects which might admit rain or cause dampness in the interior portions of a building. All portions, additions, or sections of a roof, including, but not limited to, the fascia, eave, soffit, sheathing, rafter tail, barge rafter, vent screening, gutter, downspouts, roof jack, and metal flashing, shall be complete with all trim strips, moldings, brackets, braces and supports attached or fastened in accordance with common building practices. Gutters must be free of vegetation and in good repair. Roof drainage shall be adequate to prevent rainwater from causing dampness or deterioration in the walls or interior portion of the building.

c. Exterior Stairways, decks, porches, and balconies.

i. Exterior stairways, decks, porches and balconies, and all appurtenances attached thereto, of buildings shall be maintained so that they are structurally sound and in good repair, with proper anchorage and capable of supporting the imposed loads.

d. Garage doors.

i. Garage doors shall be capable of being closed plumb, properly attached, and the exterior surface of garage doors shall be maintained weatherproof to prevent deterioration.”

ii.

SECTION 5. Sec. 43-107. – Potentially hazardous trees; Tree stumps; Tree Debris

(a) Dead trees – Dead trees shall not be allowed to exist or to be maintained on any premises which are hazardous to person on adjacent property or to adjacent property. A finding by a registered forester, or certified arborist shall constitute prima facie evidence that a tree is in danger of falling upon adjacent lots or public streets due to the death of the tree.

(b) Tree Stumps.

- (i) Tree stumps greater than twelve inches in height above ground level shall not be permitted or maintained on any premises for more than 14 days after the tree has been cut.
 - (ii) Exceptions to this subsection include:
 - (1) Property covered by a valid land disturbing permit;
 - (2) Property zoned AG (agriculture district).
- (c) Tree debris.
- (i) Felled trees, slash, or removed tree limbs shall not be permitted or maintained on the ground of any premises for more than 14 days.
 - (ii) Exceptions to this subsection include:
 - (1) Property covered by a valid land disturbing permit;
 - (2) Cut wood which is neatly stacked in lengths not to exceed three feet, and which is stored in a side or rear yard;
 - (3) Property zoned AG (agriculture district);
 - (4) Composting activities which comply with state law.

SECTION 6. Pursuant to the Section 3.14 of the City Charter, authority is hereby delegated to the City Clerk to cause this Ordinance to be numbered and codified in the City Code of Walnut Grove, Georgia, in such a way as to place this Ordinance in the Code in an organized and orderly sequence to maximize the organization of the Code. The City Clerk is authorized to designate to the City Attorney or to such other Mayor and Council approved contractors to assist in the effort to codify this provision provided the decision of the City Clerk is final as to the placement of this Ordinance within the Comprehensive Land Development Plan of Walnut Grove, Georgia. The goal of this authorization is to codify and number this Ordinance in the Plan in such a way as to be clear and orderly.

SECTION 7. This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Walnut Grove, Georgia.

SECTION 8. It is hereby declared that if any phrase, sentence, or paragraph hereof shall be found or declared unconstitutional or invalid by a court of competent jurisdiction, the remaining phrases, sentences and paragraphs hereof shall remain in full force and effect as if enacted without the phrase, sentence, or paragraph declared unconstitutional or invalid.

It is so ordained on this 13th day of January, 2025.

City of Walnut Grove, Georgia

Stephanie Moncrief, Mayor

ATTEST:

Sonya Cox, Acting City Clerk

APPROVED AS TO FORM:

**John J. Crowley, City Attorney
Powell & Edwards, P.C.**