



CITY COUNCIL WORK SESSION AGENDA

Monday, January 05, 2026 at 6:30 PM

Council Chambers

1. CALL TO ORDER

- A. Roll Call
- B. Committee Discussion
- C. Approval of Agenda

2. PLANNING & DEVELOPMENT COMMITTEE REPORT

3. FINANCE / HUMAN RESOURCES COMMITTEE REPORT

4. PUBLIC SAFETY COMMITTEE REPORT

- [A.](#) Appointment of Solicitor - Larry Steele

5. PUBLIC UTILITIES / TRANSPORTATION COMMITTEE REPORT

6. PUBLIC WORKS / FACILITIES COMMITTEE REPORT

- [A.](#) Comfort System Proposal - Water Source Heat Pump Replacement - \$33,866 (100-1565-522204)
- [B.](#) Fiber Conduit Installation to Main Street Properties - \$22,527 (100-1565-522204)

7. ECONOMIC DEVELOPMENT COMMITTEE REPORT

8. CITY MANAGER'S REPORT

9. CITY ATTORNEY'S UPDATES / REPORTS

- [A.](#) Gwinnett -Water & Sewer IGA
- [B.](#) Discussion / Approval - City Charter Updates

10. PUBLIC COMMENT

Public Comments are limited to five minutes per speaker unless additional time is given by the Mayor. Each speaker should approach the podium and state their name and address for the record. All public comments are to be directed to the Mayor and Council and not the audience. Public Comments should follow general rules of appropriate decorum.

11. EXECUTIVE SESSION

12. ITEMS FOR THURSDAY NIGHT

- [A.](#) Last Month's Minutes
- B. Last Month's Financial Report

13. ADJOURNMENT

*Denotes Non-Budgeted Items subject to Reserve Funds

The Mayor and Council may choose to go into executive session as needed in compliance with Georgia Law.

The City of Loganville reserves the right to make changes to the agenda as necessary. Any additions and/or corrections to the agenda will be posted immediately at City Hall.



Loganville Municipal Court

605 Tom Brewer Road
Loganville, Ga. 30052
PH. (770)466-8087
FAX (470)805-5291

Kimberly Pickens

Court Services Director/Chief Clerk

STAFF REPORT

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Kimberly Pickens, Court Services Director/Chief Clerk

Date: January 05, 2026

Subject: Prosecuting Attorney of Municipal Court

RECOMMENDATION:

Staff recommends the City Council appoint Larry J. Steele to the office of prosecuting attorney for the City of Loganville Municipal Court.

FISCAL IMPLICATION:

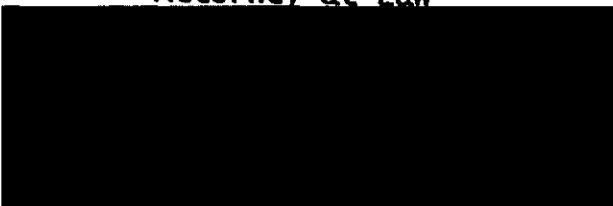
None

BACKGROUND:

The Charter for the City of Loganville provides that the prosecuting attorney for the municipal court shall serve a term of office for one year.

November 18, 2025

LARRY J. STEELE
Attorney at Law



Mr. Danny Roberts
Ms. Kimberly Pickens
City of Loganville
Loganville, Georgia

Re: Application for Re-Appointment as Solicitor of Municipal Court of Loganville

Dear Mr. Roberts and Ms. Pickens,

Please consider this correspondence as my request for consideration for my re-appointment as the Solicitor for the Municipal Court of Loganville for the 2026 calendar year. Should anything further be needed of me in this regard, please let me know.

Very truly yours,



Larry J. Steele

Staff Report

To: Mayor and City Council

Through: Danny Roberts, City Manager

From: Dustin McAlpin, Facilities Director

Date: January 8, 2026

Subject: Comfort Systems proposal # P18788

RECOMMENDATION:

Staff recommends that the City Council approve Comfort Systems' proposal to replace the two water-source heat pumps (WSHP) serving City Hall. The total project cost is \$33,866, which includes a 5% contingency.

FISCAL IMPLICATION:

This is a budgeted expense under line item 100-1565-522204.

BACKGROUND:

The existing WSHP units provide heating and cooling to City Hall offices and are essential to daily operations. Both units are more than 18 years old and have become increasingly unreliable and costly to maintain. They have recurring freon leaks, failing evaporator coils, and other age-related issues that make continued repairs impractical and not cost-effective. Replacement is necessary to ensure consistent and efficient climate control for staff and visitors.



City of Loganville

COL 204 & 112 WSHP Replacement Project

Proposed Project Agreement

Proposal Number:

P18788

Proposal Date:

12/29/2025

Prepared For:

City of Loganville
4303 Lawrenceville Hwy
Loganville, GA 30052
USA

Prepared By:

Michael Brownlee
Project Development Manager
404-807-9809
michael.brownlee@comfortsystemsusa.com

Contractor License No:

GA 209385

PROJECT PROPOSAL

Company

Comfort Systems USA (Southeast), Inc.
1965 Vaughn Rd
Kennesaw, GA 30144
Ph: 404-807-9809

Proposal Date: 12/29/2025

Proposal Number: P18788

Bill To Identity

City of Loganville
4303 Lawrenceville Hwy
Loganville, GA 30052
USA

Agreement Location

City of Loganville
4303 Lawrenceville Hwy
Loganville, GA 30052
USA

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Project: Replace two (2) 3.5-Ton WSHP 204 & 112

Existing Unit 204: Carrier 50RHC042BCC60140 SN: 5005V23802, 460/3/60 (R22)

Existing Unit 112 (Fire Chiefs Office): Carrier 50RHC042ECC60140 SN: 5005V23831, 460/3/60 (R22)

Scope of work:

1. All work is to be executed during normal working hours M-F.
2. Verify configuration of equipment prior to ordering equipment.
3. Lock out / Tag Out Unit.
4. Remove drop ceiling.
5. Isolate condenser water (assumes isolation valves hold).
6. Remove existing system and dispose of per EPA regulations.
7. Furnish and install two (2) new Climate Master 3.5-Ton WSHP R454b Model: SCP042FC40C0PS with new hose kit.
8. Remove the existing emergency drain pan. Furnish and install a new emergency drain pan. The existing unit is shorter than the new unit.
9. Disconnect/reconnect existing supply ductwork. Modify where necessary.
10. Disconnect/reconnect existing electrical and reuse existing disconnect.
11. Disconnect/reconnect existing condensate line.
12. Disconnect/reconnect existing Controls. All controls in use at this facility are the iNTREO Building Automation Controllers. CCI shall disconnect the controls for the existing WSHP-112 prior to removal and replacement of the WSHP. After the new WSHP has been installed, CCI shall reconnect existing controllers and ensure proper operation of the unit.
13. Start the system and verify proper operation.
14. Re-install drop ceiling.
15. Clean up the work site & check out with the customer.

Comfort Systems USA (Southeast), Inc. will perform this work for \$29,774.00

Current Equipment Lead Time: 11-12 week Manufacture Lead time + shipping and scheduling. It is possible that the OEM has items in stock (depending on configuration of the units – this will be verified by CSUSA technician prior to ordering the equipment).

Equipment Warranty: 1-year labor, 5-year compressor parts warranty.

ADD \$2,480.00 to have CCI to disconnect/reconnect/verify Operations. This can be combined billing through CSUSA Southeast or City of Loganville can be invoiced directly from CCI. Please identify how you would like to proceed.

Invoice Schedule / Mobilization:

30% to be invoiced upon acceptance.
Remaining to be progressed billed.

Notes/General Provisions:

1. All work will be performed during normal working hours unless otherwise noted.
2. A one-year parts and labor warranty are included which will begin at the completion of this project unless noted otherwise. Parts warranty may be limited by vendor/manufacturer’s warranty.
3. Prices contained herein are for a complete job including labor, material, and sales tax as applicable unless otherwise noted.
4. Does not include any associated roofing work.
5. Excludes permits.
6. Does not include removal of any piping (sprinkler, electrical, water piping, etc.) if necessary unless specified.
7. Draining the entire condenser water loop is not included in this proposal.
8. Remove and reuse existing ceiling grid. CSUSA cannot guarantee the grid will not be damaged during the project. Customer to supply additional ceiling grids if necessary.
9. CSUSA assumes electrical is sized properly for new units.
10. Payment terms are "Net 30 Days" unless otherwise noted herein.
11. This proposal is valid for 30 days unless validated in writing by Comfort Systems USA Southeast.
12. This proposal is subject to the progressive invoice schedule as outlined in the Invoice Schedule above.
13. This Agreement sets forth all the terms and conditions binding upon the parties and no person has the authority to make any claim, representation, promise, or condition on behalf of the Contractor, which is not expressed herein.
14. Any alteration or deviation from the above proposal involving the extra cost of material or labor will become an extra charge over the sum stated above.
15. The contents of this document are proprietary, including scope and pricing, and are intended for use by individuals within the above-listed company. Any distribution of this document or its contents to any person or company outside the addressed without express written consent of the original creator is strictly prohibited.
16. ***In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution through no fault of Comfort Systems USA Southeast, the proposal amount may be modified to reflect those increases. A change in price of material or equipment shall be considered significant when the price of an item increases >3% percent between the date of this proposal and the date of execution. Such price adjustments may be due to cost increases related to materials, components, labor, freight, regulatory compliance, or other events outside of Comfort Systems USA Southeast’s control.***

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor		Customer	
Signature (Authorized Representative)		Signature (Authorized Representative)	
Michael Brownlee		Name (Print/ Type)	
Name (Print/ Type)		Title	
404-807-9809			
		Date	
Phone		PO#	
12/29/2025			
		Date	
P18788		PO#	
Date		PO#	
Proposal #			

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.

5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive,

indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities

losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Proof of full SARS-CoV-2/COVID vaccination for Comfort Systems USA Southeast workers have not been included in cost, schedule or staffing requirements. Should Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the contract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Owner is hereby notified that contractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but contractor does not guarantee that all workers required to complete contractor's work will be vaccinated

14. In the event of significant delay or price increase of material or equipment, including any price increase due to tariffs, occurring between the date of this proposal and the date of execution of the Subcontract through no fault of Comfort Systems USA Southeast, the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the Subcontract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >5% percent between the date of this proposal and the date of execution of the Subcontract. Similar language covering further material/equipment escalation (including escalations due to tariffs) or schedule impacts due to supply chain issues is to be incorporated into subcontract language.

15. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

16. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

17. If paying with credit card a 3% surcharge will be added to total project price.



Technology Department • Kyle MacKenzie • Director
4303 Lawrenceville Highway • Loganville, GA 30052 • 770-466-0015 • www.loganville-ga.gov

Staff Report

To: Mayor and City Council

Through: Danny Roberts, City Manager

From: Kyle MacKenzie, IT Department Director

Date: January 8, 2026

Subject: Fiber conduit installation to Main Street properties

RECOMMENDATION:

Staff recommends the City Council to approve the installation of the fiber optic conduit to connect the Rock Gym, Ag Building and new Library to the City Hall fiber network. The project cost is \$22,527.00 (20% contingency for rock)

FISCAL IMPLICATION:

The project is budgeted and will come from 100-1565-522204.

BACKGROUND:

Currently, the Ag Building, Rock Gym and Town Green are connected to city hall with semi-reliable antennas that are outdated. The Ag Building, Rock Gym and the new Library have or will have internet-based devices that require quality connectivity. The Town Green will be connected to the same line on Main Street at a later date. The new conduit will allow for fiber optic lines to be installed to support the needed network connectivity.

DATE: 12/16/2025

TO City of Loganville
4303 Lawrenceville Rd
Loganville, GA 30052
770-466-1165

SALESPERSON	JOB
Kyle Mackenzie	City of Loganville

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1,320'	Furnish and Install 1 ¼ pipe & locate wire	\$11.00	\$14,520.00
3	Furnish and Install 17x30 Handholes	\$1,100.00	\$3,300.00
1,320'	Install fiber only	\$.75	\$990.00
	*Rock adder is priced at \$10.00 per foot if required.		
SUBTOTAL			\$18,810.00

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Staff Report

To: Mayor and City Council

From: Danny Roberts, City Manager

Date: January 8, 2026

Subject: Approval of Intergovernmental Agreement

RECOMMENDATION:

Staff recommends that the City Council authorize the Intergovernmental Agreement (IGA) with Gwinnett County and the Gwinnett County Water and Sewer Authority, allowing the City of Loganville to provide water and sewer services for two developments within the city limits: the 41.16-acre Tuck Farm project and the development located at 520 Brand Road.

FISCAL IMPLICATION:

There are no fiscal implications.

BACKGROUND:

On October 10, 2024, and November 14, 2024, the City Council approved rezoning requests for two developments. Both projects faced challenges related to public utility service delivery (water and sewer). According to the 2020 Service Delivery Strategy (SDS) map, Gwinnett County is designated to provide water service to both the Tuck Farm and Brand Road developments, and sewer service to the Brand Road parcels only. During the rezoning process, these issues were addressed through discussions with the Gwinnett County Manager, who confirmed that an IGA would be drafted to resolve the service delivery conflicts. The proposed IGA formalizes the agreement and authorizes the City of Loganville to serve as the sole provider of water and sewer services for both developments: the 41.16-acre Tuck Farm project and the Brand Road parcels (R5160 059, R5160 057, and R5160 175).

**INTERGOVERNMENTAL AGREEMENT AMONG GWINNETT COUNTY,
GEORGIA, GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, AND
THE CITY OF LOGANVILLE**

THIS INTERGOVERNMENTAL AGREEMENT, (the "Agreement") is made this ____ day of _____, 2026, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, "Gwinnett County"), the GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, the "WSA"), and the CITY OF LOGANVILLE, a municipal corporation chartered under the laws of the State of Georgia (hereinafter, "Loganville").

RECITALS

WHEREAS, Loganville has annexed property located at 520, 530, and 540 Brand Road (further identified by parcel IDs R5160 059, R5160 057, and R5160 175, collectively the “Brand Road Properties”) and an additional property known as “Tuck Farm” located partially within Gwinnett County and partially within Walton County, the entire parcel being 198.08 acres and the Gwinnett County portion being approximately 41.16 acres and more particularly identified by the legal description and survey attached hereto as Exhibit “A;” and,

WHEREAS, pursuant to the Gwinnett County Service Delivery Strategy, as updated in 2020 (the “2020 SDS”), Gwinnett County has been assigned responsibility for providing water service to the geographic area that includes the Brand Road properties and Tuck Farm; and

WHEREAS, pursuant to the 2020 SDS, Gwinnett County has been assigned responsibility for providing sewer to the geographic area that includes only Tuck Farm; and

WHEREAS, Loganville is desirous to provide both water and sewer service to the Brand Road Properties and to Tuck Farm; and

WHEREAS, Gwinnett County and the Water and Sewerage Authority do not currently have water or sewer infrastructure readily available to the Tuck Farm property; and

WHEREAS, Gwinnett County and the Water and Sewerage Authority do not currently have sewer infrastructure readily available to the Brand Road Properties; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the residents of Loganville and Gwinnett County, the parties hereto desire to enter into this Agreement to address water and sewer utility service for these properties.

NOW THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the foregoing recitals and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals

The above Recitals are true, correct and form a material part of this Agreement.

2. Water and Sewer Services

- (a) Gwinnett County and the WSA hereby consent to Loganville providing water service for the Brand Road Properties and for the Tuck Farm property.
- (b) Gwinnett County and WSA hereby consent to Loganville providing sewer service for the Tuck Farm property.
- (c) Loganville agrees to fulfill all responsibilities for the provision of water service, including providing all necessary infrastructure, for the Brand Road Properties and for the Tuck Farm property.
- (d) Loganville agrees to fulfill all responsibilities for the provision of sewer service, including providing all necessary infrastructure, for the Tuck Farm property.

3. Term

- (a) The term of this Agreement shall begin immediately upon execution of this Agreement and shall continue in force for a period of fifty (50) years or until its terms are incorporated into or superseded by a subsequent agreement between the parties.

4. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

5. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

6. No Third-Party Beneficiaries

Nothing in this IGA shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against either party.

7. Attorneys' Fees

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement.

8. Indemnification

The parties acknowledge that Gwinnett County and the Water and Sewerage Authority do not currently have water or sewer infrastructure readily available to the Tuck Farm property or sewer infrastructure readily available to the Brand Road Properties and that the construction of the necessary infrastructure to provide those respective services would involve significant costs and expenditures. The parties further acknowledge that Gwinnett County and the Water and Sewerage Authority would seek to recover from the property owners as a condition of extending these services into the respective areas. As a result, Loganville agrees to defend and indemnify Gwinnett County and the WSA against any claim by a third party seeking to compel Gwinnett County or the WSA to extend water or sewer infrastructure to the Tuck Farm property or sewer infrastructures to the Brand Road Properties, or seeking damages as a result of Gwinnett County or the WSA failing to extend the respective services to the Tuck Farm property or the Brand Road properties.

9. Controlling Law, Venue

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

10. Further Assurances

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

11. Construction

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be construed for or against either party.

12. Legal Advice

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

13. Amendment of Agreement

No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in a writing signed by each of the Parties hereto.

14. Authority

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

15. Headings

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

16. Notice

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- | | |
|------------------------|--|
| If to Gwinnett County: | Gwinnett County, Georgia
Attention: County Administrator
75 Langley Drive
Lawrenceville, Georgia 30045-6935 |
| If to the WSA: | Gwinnett County Water and Sewerage Authority
Attention: Director, Department of Water Resources
684 Winder Highway
Lawrenceville, Georgia 30045 |
| If to Loganville: | City of Loganville
Attention: City Manager
4303 Lawrenceville RD
Loganville, GA 30052 |

17. Originals

This Agreement may be executed (and delivered via facsimile) in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, sealed and delivered by the Chairwoman of Gwinnett County, Georgia Board of Commissioners, the Chairman of the Gwinnett County Water and Sewerage Authority, and the Mayor of the City of

Loganville, each thereunto duly authorized in accordance with the laws of the State of Georgia as of the day and year first above written.

(SIGNATURES BELOW ON SEPARATE PAGES)

Signed, sealed and delivered in the presence of:

WINNETT COUNTY, GEORGIA

Unofficial Witness

By: _____
Printed Name: Nicole L. Hendrickson
Chairwoman

Notary Public

Attest: _____
Printed Name: Tina King
County Clerk

My commission expires:

[NOTARY SEAL]

Approved as to form:

Sr. Asst. County Attorney

Signed, sealed and delivered in the presence of:

GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY

Unofficial Witness

By: _____
Printed Name:
Chairman

Notary Public

Attest: _____
Printed Name:
Secretary

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF LOGANVILLE

Unofficial Witness

Printed Name:
Branden Whitfield, Mayor

Notary Public

By: _____
Printed Name:
Ansley, Pope City Clerk

My commission expires:

[NOTARY SEAL]

Approved as to form:

Paul L. Rosenthal, City Attorney



4303 Lawrenceville Highway • Loganville, GA 30052 • 770-466-1165 • www.loganville-ga.gov

Staff Report

To: Mayor and City Council

From: Danny Roberts, City Manager

Date: January 8, 2026

Subject: City Charter updates

RECOMMENDATION:

Staff recommends that the City Council approve the City Charter updates as presented by the City Attorney.

FISCAL IMPLICATION:

There are no fiscal implications.

BACKGROUND:

The City Charter requires updates to align with current State of Georgia requirements. These updates must be approved at the January 8, 2026, and February 12, 2026, City Council meetings.

AN ORDINANCE TO AMEND THE CITY OF LOGANVILLE’S CHARTER, PART I – CHARTER AND RELATED LAWS, SUBPART A – CHARTER, ARTICLE II. – GOVERNMENT STRUCTURE, SECTIONS 2.11 AND 2.12.

THE MAYOR AND COUNCIL OF THE CITY OF LOGANVILLE HEREBY ORDAIN AS FOLLOWS:

ARTICLE I.

The City’s Charter of the City of Loganville, Georgia, is hereby amended in Subpart A – Charter, Part I – Charter and Related Laws, Article II. – Government Structure, Section 2.11. – Mayor and City Council Terms and Qualifications for Office, and 2.12. – Vacancy; Filling of Vacancies, by implementing the below text amendment as follows:

SEE “**EXHIBIT A**” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR THE COMPLETE TEXT AMENDMENT TO THE CITY CHARTER OF THE CITY OF LOGANVILLE, GEORGIA.

Note: Text that is stricken shall be deleted, and text that is underlined shall be added to the City’s Charter.

ARTICLE II.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ARTICLE III.

This ordinance shall take effect from and after its adoption by the Mayor and Council of the City of Loganville, Georgia.

FIRST READING, READ AND ADOPTED, this 8th day of January, 2026.

SECOND READING, READ AND ADOPTED, this 12th day of February, 2026.

CITY OF LOGANVILLE, GEORGIA

By: _____(SEAL)

Branden Whitfield, Mayor

Attest: _____(SEAL)

Ansley Pope, Deputy Clerk

EXHIBIT A

PART I – Charter and Related Laws

Subpart A – Charter

Article II – Government Structure

Sec. 2.11. – Mayor and city council terms and qualification for office.

The mayor and city councilmembers shall serve for terms of four years and until their respective successors are elected and qualified. No person shall be eligible to serve as mayor or councilmember unless he or she is a qualified municipal voter. No person shall be eligible to serve as councilmember unless he or she is at least 18 years of age and has been a resident of the city for at least ~~two~~ one years immediately prior to the date of his or her election. No person shall be eligible to serve as mayor unless he or she is at least 21 years of age and has been a resident of the city for at least ~~two~~ one years immediately prior to his or her election. The mayor and each councilmember shall continue to reside in the city during their period of service.

Sec. 2.12. – Vacancy; filling of vacancies.

(a) The office of mayor or council member shall become vacant upon the incumbent's death, resignation, forfeiture of office, or removal from office in any manner authorized by this Charter or by the Constitution or general laws of the State of Georgia.

(b) A vacancy in the office of mayor or council member shall be filled for the remainder of the unexpired term as provided for in Article ~~V~~ VI.



COMBINED WORK SESSION AND CITY COUNCIL MEETING MINUTES

Thursday, December 11, 2025 at 6:30 PM

Council Chambers

1. OATH OF OFFICE - Effective for January 1, 2026

A. Mayor Branden Whitfield

Probate Judge Douglas Kidd gave the oath of office to Mayor Branden Whitfield.

B. Council Members - Keith Colquitt, Wesley Johnson, Melanie Long

Probate Judge Douglas Kidd gave the oath of office to Council Members Keith Colquitt, Wesley Johnson and Melanie Long.

2. CALL TO ORDER

A. Invocation and Pledge to the Flag

Chiefs Tim Johnson and Dick Lowry led the pledge to the flag. Calvin Map and Brent Ross gave the invocation.

B. Roll Call

PRESENT

Mayor Skip Baliles

Council Member Anne Huntsinger

Council Member Melanie Long

Council Member Lisa Newberry

Council Member Branden Whitfield

Council Member Patti Wolfe

ABSENT

Council Member Bill DuVall

C. Adoption of Agenda – Amended to add Wal-Mart drone presentation

Motion made by Council Member Huntsinger to approve the agenda as presented. Seconded by Council Member Wolfe.

Voting Yea: Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe

Motion carried 5-0.

Catherine Lovett with the Wings drone delivery service was present to give a presentation on the new Walmart drone delivery service being offered in Loganville.

3. MAYOR & COUNCIL ITEMS

Motion made by Council Member Huntsinger to approve the consent agenda as follows:

- A. Last Month's Minutes
- B. Last Month's Financial Report

Seconded by Council Member Wolfe.

Voting Yea: Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe

Motion carried 5-0.

4. PLANNING & DEVELOPMENT COMMITTEE REPORT

- A. Discussion / Approval - Fuller Station Final Revised Plat Approval
Council Member Newberry presented to the Council three items for consideration on Fuller Station. Those items are as follows: 4A. Fuller Station Revised Final Plat, 4B. Development Agreement for Fuller Station Townhomes, and 4C. Abandonment of Portion of the Right of Way. Director Robbie Schwartz was present to give the staff's recommendation and to answer any questions.

Motion made by Council Member Newberry to approve the Fuller Station Final Plat. Seconded by Council Member Whitfield.

Voting Yea: Council Member Huntsinger, Council Member Whitfield, Council Member Wolfe
Voting Nay: Council Member Long, Council Member Newberry

Motion Carried 3-2.

- B. Discussion / Approval - Development Agreement for Fuller Station Townhomes
Motion made by Council Member Newberry to approve the Development Agreement for the Fuller Station Townhomes. Seconded by Council Member Huntsinger.

Voting Yea: Council Member Huntsinger, Council Member Whitfield, Council Member Wolfe
Voting Nay: Council Member Long, Council Member Newberry

Motion Carried 3-2.

- C. Discussion / Approval - Abandonment of Portion of Right of Way
Motion made by Council Member Newberry for the abandonment of the portion of right of way at Fuller Station. Seconded by Council Member Whitfield.

Voting Yea: Council Member Huntsinger, Council Member Whitfield, Council Member Wolfe
Voting Nay: Council Member Long, Council Member Newberry

Motion Carried 3-2.

- D. 2027 Walton County Comprehensive Land Use Plan Update
- Council Member Newberry introduced to the Council the contract to do the five- year update of the Walton County Comprehensive Land Use Plan. Director Robbie Schwartz explained the update process to the Council.
- Motion made by Council Member Newberry to sign the letter of engagement with the Northeast Georgia Regional Commission. Seconded by Council Member Whitfield.

Voting Yea: Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe.

Motion carried 5-0.

Director Robbie Schwartz gave an update on the kick-off with the TPUDC contract. TPUDC is requesting each Council Member’s recommendation for their selected citizen to the steering committee. Director Robbie Schwartz will need these no later than 01/05/2026.

5. **FINANCE / HUMAN RESOURCES COMMITTEE REPORT**

- A. Selection of Appeal Panel for HR Related Appeal per HR Policy 3-907 and City Ord 2-198
- Council Member Huntsinger presented to the Council the need to select a panel from the Ethics Committee for a hearing case of an employee. Five names were drawn, with two to serve as alternates. The three names drawn for the panel were Brian Hobbs, Kay Griffin, and Debbie Bradford. The two alternate names drawn were Danny Ford and Joyce Bryson-Davis.
- B. Audit Required Budget Amendment Fiscal Year 2025 - \$802,449 (100-1565-541000)
- Motion made by Council Member Huntsinger to approve the audit-required budget amendment .Seconded by Council Member Newberry.

Voting Yea: Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe.

Motion carried 5-0.

6. **PUBLIC SAFETY COMMITTEE REPORT**

- A. Purchase of two new LUCAS Devices - \$39,608.40 (100-3500-542100)
- Motion made by Council Member Long to approve the purchase of the two LUCAS devices from the Walton Healthcare Foundation grant. Seconded by Council Member Huntsinger.

Voting Yea: Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe.

Motion carried 5-0.

7. **PUBLIC UTILITIES / TRANSPORTATION COMMITTEE REPORT**

8. PUBLIC WORKS / FACILITIES COMMITTEE REPORT

9. ECONOMIC DEVELOPMENT COMMITTEE REPORT

- A. Discussion - 254 Main Street - DDA/IGA
- Motion made by Council Member Whitfield to approve the 254 Main Street - DDA /IGA. Seconded by Council Member Huntsinger.
- Voting Yea: Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe.

Motion carried 5-0.

10. CITY MANAGER'S REPORT

City Manager Danny Roberts presented to the Council the recommended combined City Council meetings for 2026. They are as follows: July, September, November and December 2026. Council gave the approval to combine the meetings.

City Manager Danny Roberts recognized employee Kristi Ash for 28 years of service before her retirement at the end of the year. He also presented Council Member Anne Huntsinger and Mayor Skip Baliles with a plaque for their service to the City Council.

11. CITY ATTORNEY'S UPDATES / REPORTS

12. EXECUTIVE SESSION

13. ADJOURNMENT

- Motion made by Council Member Huntsinger to adjourn. Seconded by Council Member Wolfe.
- Voting Yea: Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe.

Motion carried 5-0.

Meeting Adjourned at 8:02pm.

Skip Baliles
Mayor

Ansley Pope
Deputy Clerk

DEVELOPMENT AND MAINTENANCE SURETY AGREEMENT

GEORGIA, WALTON COUNTY

THIS DEVELOPMENT AND MAINTENANCE SURETY AGREEMENT (“Agreement”) is made and entered into on the 11 day of December, 2025, by and between the **CITY OF LOGANVILLE, GEORGIA**, a Municipal Corporation chartered under the laws of the State of Georgia (hereinafter the “City”) and **SDH ATLANTA LLC**, a Georgia limited liability company (hereinafter the “Developer”) (hereinafter, collectively, the “Parties”).

PREAMBLE:

WHEREAS, Developer is the record owner of a portion of that certain previously developed real property located in the City of Loganville, Walton County, Georgia, and being generally known as FULLER STATION TOWNHOMES SUBDIVISION, MAP/PARCEL NO. LG060129B00, Walton County, Georgia (together with all improvements now or hereafter located thereon, the “Property”) (a detailed legal description of the same is attached hereto and incorporated herein by reference as Exhibit “A”) consisting of Lots 12, 13, 14, 15, 16, 17, 128, 129, 130, and 131 together with all open space and the remainder of the Lots located on the Property are owned by Developer’s affiliated entity, TPG AG EHC III (SDH) MULTI STATE 2, LLC, a Delaware limited liability company (“TPG”), with which Developer has entered into an option to purchase agreement under which Developer has the unrestricted option to purchase such Lots; and

WHEREAS, Developer desires to complete development of the Property by constructing not more than 131 townhome units; and

WHEREAS, Developer has installed all roads in accordance with City code and desires to locate or relocate all previously installed public utilities on the Property in accordance with City code, this Agreement, and other City requirements (the roads and public utilities are hereinafter referred to as the “Public Improvements”); and

WHEREAS, the Property and the Public Improvements are currently subject to a previous Development and Maintenance Surety Agreement dated on or about January 29, 2025 (the “Previous Development and Maintenance Surety Agreement”) that is binding upon the Parties; and

WHEREAS, certain circumstances have arisen that require the Parties to enter into this Agreement; and

WHEREAS, those circumstances include but are not limited to the (i) the City’s abandonment of certain portions of the Property previously conveyed to City by Developer, (ii) Developer’s granting of a general utility easement over, under, and through the property to be abandoned by the City in accordance with this Agreement, and (iii) the City allowing Developer to install sewer and waterline laterals under the driveways of not more than twenty percent (20%) of the units located on the Property, together with other additional requirements as stated herein; and

WHEREAS, Developer desires that the City approve the Developer’s Revised Final Plat For: Fuller Station Townhomes dated November 11, 2025, the same being attached hereto as Exhibit “B” (the “Development”); and

WHEREAS, the City desires to approve said Final Plat upon the full execution of this Agreement; and

WHEREAS, this Agreement will become effective upon the execution by all Parties and shall be complied with in accordance with its terms.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated and for the sum of one dollar in hand paid, and for other good and valuable consideration received by the undersigned, the receipt and adequacy being hereby acknowledged, the Parties agree as follows:

AGREEMENT**1.****Development Requirements**

- A) **Requirements Generally.** Developer shall complete any and all specific conditions of this Agreement, as well as comply with all applicable rules, regulations, and conditions of the current City Ordinances, Development Regulations, Utility Department Specifications, and the City of Loganville Roadway Design and Construction Specifications for the City (collectively, the “Development Standards”), except as where specifically excepted herein, in completing development of the Property. In addition to said Development Standards, the conditions contained in this Agreement shall apply. If there is a conflict between the Development Standards and this Agreement, the terms of this Agreement shall control.
- B) **Specific Conditions.** The following conditions shall also apply:
- (1) Pursuant to O.C.G.A. § 32-7-4, City shall abandon certain property back to Developer and TPG which consists of approximately eighteen feet (18’) on each side of Alameda Street, Flinders Drive, and Moynihan Trail, located on the Property and shown by Exhibit “B”, and being more specifically described by Exhibit “C” attached hereto.
 - (2) As part of said abandonment, City shall retain a nonexclusive perpetual general utility easement over, under, across, and through the property described by Exhibit “C” for the purpose of allowing the City to install, maintain, and access the City’s utilities infrastructure, including but not limited to water service utilities, sanitary sewer utilities, electrical utilities, telecommunication utilities, and streetlight utilities.
 - (3) City shall continue to retain ownership of the approximate twenty-four-foot (24’) right-of-way on Alameda Street, Flinders Drive, and Moynihan Trail, together with any

and all areas generally shown as a cul-de-sac located on the Property, said twenty-four (24') right-of-way being shown on Exhibit "B".

(4) Notwithstanding Section 333000 – Sanitary Sewer System, Section 3.4 Sewer Lateral Lines Installation, and Section 333110 – Water System, Section 3.4 Service Connection and Tubing Installation of the City's Utility Department Specifications, to the contrary, Developer shall be permitted to install sewer and waterline laterals underneath the driveways of not more than twenty-six (26) units located on the Property. Those units are identified on Exhibit "B" and are as follows: Units 3, 10, 12, 16, 17, 24, 26, 27, 36, 43, 51, 54, 59, 61, 63, 64, 65, 72, 80, 81, 83, 84, 88, 93, 103, and 121 (the "Identified Units").

(5) Pursuant to Section 333000 – Sanitary Sewer System, Section 3.4 Sewer Lateral Lines Installation, Subsection B, Developer shall be permitted to install sanitary sewer line cleanouts in the driveways of the Identified Units, utilizing traffic-rated materials approved by the City.

(6) Pursuant to Section 333110 – Water System, Section 3.4 Service Connection and Tubing Installation of the City's Utility Department Specifications, Developer shall **not** be permitted to install water meters on or under the driveways of any unit situated on the Property, including the Identified Units.

(7) Developer acknowledges and agrees that all terms and conditions contained in the Previous Development and Maintenance Surety Agreement, shall remain in full force and effect. Specifically, Developer shall maintain and **not** cancel or otherwise alter the Maintenance Bond required by said Development and Maintenance Surety Agreement.

2.

Date of Effectiveness of this Agreement

This Agreement shall be effective between the Parties, their successors and assigns, immediately upon the execution of this Agreement by all Parties.

3.

Previous Written and Oral Statements

All previous written or transcribed plans, documents, letters, electronic correspondence, notes, minutes and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreement between the Parties. The Parties agree that time shall be of the essence of this Agreement. This Agreement may be executed in counterparts and each such counterpart, and all counterparts together, shall constitute the original Agreement.

4.

Amendment and Modification of Agreement

This Agreement represents the entire understanding of the Parties hereto, and any amendments, changes, additions or deletions shall be made in writing upon the mutual agreement of the Parties, executed by the City and the Developer.

5.

Binding Effect

This Agreement shall be binding upon the undersigned and their agents, heirs, administrators, executors, successors and assigns. The promises and covenants contained within this Agreement shall run with the land. The Parties expressly stipulate that there are no third-party beneficiaries to this Agreement.

6.

Future Changes in Development Specifications

To the extent any items constituting Public Improvements have not yet been developed and accepted by the City, or are not subject to this Agreement, the same shall be developed to the standards

established by the development regulations, ordinances, guidelines, standards, rules and conditions of the City (the "Development Standards") in effect as of the date of this Agreement and any future amendments to the Development Standards which are in effect at the time of the commencement of development of the particular aspect of the Public Improvements to which the amendments apply.

7.

Captions and Definitions

Captions, the description headings of the separate articles, sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

"Developer" includes the above-named party responsible for performing the specific conditions of this Agreement, as well as complying with all applicable rules, regulations and conditions of the current City Ordinances, Development Regulations, Utility Department Specifications, and the City of Loganville Roadway Design and Construction Specifications for the City, except as where specifically excepted herein, in the development of the Public Improvements. "Developer" also includes any assignee or successor in interest of Developer under this Agreement.

All terms used in this Agreement which are not otherwise defined herein shall be defined in the manner prescribed by the City Ordinances, as applicable.

8.

Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The Parties also

agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

9.

Applicable Law

The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.

10.

Enforcement

In the event that Developer, its successors, or its assignees fail to comply with all the aforementioned terms of this Agreement, the City Ordinances or the Development Regulations for the City, the City shall be authorized to refuse certificates of occupancy, construction permits, development permits, and to terminate construction and development on all parcels located on the Property. If, prior to completion of Developer's obligations outlined in Section 1(A) and Section 1(B) herein, any individual or entity that is not a party to this Agreement brings an action against the City relating to Developer's obligations as outlined in Section 1(A) and Section 1(B) herein, or if it becomes necessary for the City to bring an action under this Agreement against Developer or anyone performing work for Developer under the terms of this Agreement, Developer, its successors, or its assignees shall be responsible for reimbursing the City for all costs and expenses, including attorneys fees, incurred in connection with such a proceeding, so long as the City prevails in such an action. This agreement may be enforced by the Superior Court of Walton County or any other court having jurisdiction over the same.

11.

Indemnification

Developer for itself and all entities performing work under the terms of this Agreement at Developer's request, hereby specifically promises and warrants to fully indemnify and hold harmless the

City, its agents, assigns and/or representatives against any and all claims, causes of action, actions, liens, demands, rights to causes of action, damages and claims of damages sustained, or claimed to have been sustained, on account of any known and unknown personal injuries, deaths and/or property damage occurring during the performance of the work involved in Section 1(A) and Section 1(B) and arising out of or in any way related to the performance of such work.

If, prior to the completion of all of the obligations of Developer contained within Section 1(A) and Section 1(B) of this Agreement, a claim is asserted or an action is brought against the City, its agents, assigns and/or representatives arising out of or in any way related to the obligations of Developer as outlined within each particular Section, Developer will indemnify, save and hold harmless and make good any damage award that may be entered against the City, its agents, assigns and/or representatives including any and all costs of defense, attorneys' fees and all expenses.

The provisions of this section are contractual and are not merely recitals.

12.

Insurance

From the date of execution of this Agreement up and until the completion of all obligations of Developer contained within Section 1(A) and Section 1(B) of this Agreement, Developer shall carry public liability insurance naming the City as an additional insured in a minimum amount of One Million Dollars (\$1,000,000.00) in respect to the aggregate claims arising out of a single occurrence and One Million Dollars (\$1,000,000.00) in property damage. A copy of the policy or a certificate of insurance shall be delivered to the City contemporaneously with the execution of this Agreement and Developer shall supply the City with a renewal policy or certificate prior to the expiration of each renewal or succeeding policy or certificate as requested by the City. Such insurance policy shall provide that the insurer shall not cancel such policy unless such insurer shall deliver to the City notice of such cancellation no later than thirty (30) days prior to the date of such cancellation.

13.

Rights Cumulative

All rights, powers and privileges conferred hereunder upon Parties hereto shall be cumulative but not restrictive to those given by law. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

14.

Stipulation and Waiver

Developer knowingly and voluntarily waives any right to seek monetary relief in a court of competent jurisdiction, including but not limited to damages, costs, sanctions, or fees, from the City in connection with this Agreement, the development of the Public Improvements or the conditions contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals
the day and year first above written.

Signed, sealed and delivered
in the presence of:

SDH ATLANTA, LLC

Unofficial Witness

By: _____ (SEAL)
Its: _____

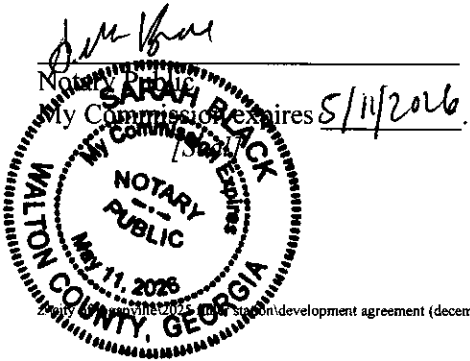
Notary Public
My Commission expires _____.
[Seal]

Signed, sealed and delivered
in the presence of:

CITY OF LOGANVILLE, GEORGIA

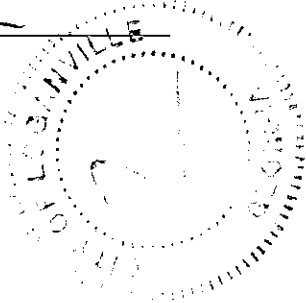
Unofficial Witness

Lee "Skip" Baliles (SEAL)
Skip Baliles, Mayor

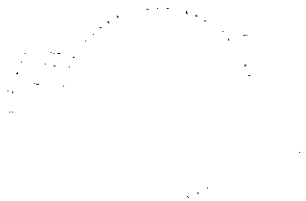


Attest: *Kristi Ash*
Kristi Ash, Deputy Clerk

(CITY SEAL)



\\cityofloganville\shared\development agreement (december 2025)\drafts\2025.11.18. development agreement re fuller station.doc



A RESOLUTION TO ABANDON A PORTION OF THE RIGHT-OF-WAYS OF THE CITY ROADS COMMONLY KNOWN AS ALAMEDA STREET, FLINDERS DRIVE, AND MOYNIHAN TRAIL, LOCATED IN THE FULLER STATION TOWNHOMES SUBDIVISION

A Resolution of the Mayor and Council of the City of Loganville, Georgia, to abandon a portion of the right-of-ways of the City Roads commonly known as Alameda Street, Flinders Drive, and Moynihan Trail, located in the Fuller Station Townhomes Subdivision (the “City Roads”).

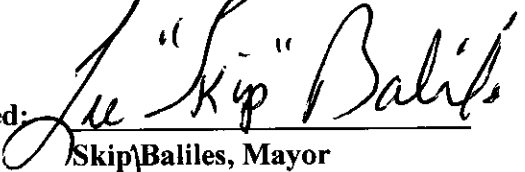
BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LOGANVILLE, GEORGIA, after adequate notice having been provided to the adjacent property owner, that a portion of the right-of-ways of the City Roads, as described more particularly in Exhibit “A” (the “ROW”) attached hereto (also being shown by Exhibit “B” attached hereto) and incorporated herein by reference, is hereby abandoned pursuant to O.C.G.A. § 32-7-3, by the City of Loganville due to the ROW being no longer needed because of a change in conditions and that no substantial public purpose is served by its existence in the City’s road system. Consequently, the City of Loganville is hereby permitted to dispose of said ROW pursuant to O.C.G.A. § 32-7-4 and O.C.G.A. § 36-37-4.

The ROW, based on its minimal size and the City of Loganville’s department estimate, has a fair market value not exceeding \$75,000.00. Therefore, pursuant to O.C.G.A. § 32-7-4(a)(2)(B) and O.C.G.A. § 36-37-6(g), the Mayor and City Council are granted the necessary authority to negotiate and convey the ROW to the adjoining landowners, SDH ATLANTA, LLC, and TPG AG EHC III (SDH) MULTI STATE 2, LLC.

Upon successful negotiation of the ROW with the adjoining landowners, SDH ATLANTA, LLC, and TPG AG EHC III (SDH) MULTI STATE 2, LLC, the Mayor is authorized to convey title of said ROW by quitclaim deed pursuant to O.C.G.A. § 32-7-4(c), reserving for the benefit of the City a general utility easement over, under, through, and across the property described in Exhibit “A” attached hereto.

SO RESOLVED this 11th day of December, 2025.

CITY OF LOGANVILLE, GEORGIA

Approved: 
Skip Baliles, Mayor

Attest: 
Kristi Ash, Deputy Clerk

EXHIBIT "A"**Fuller Station Right-of-Way Abandonment Legal Description (Interior Right-of-way of Alameda Street & Flinders Drive & Entirety of Moynihan Trail)**

All that tract or parcel of land lying and being in Land Lot 185 of the 4th Land District, City of Loganville, Walton County, Georgia, being more particularly described as follows:

Beginning at a point at the intersection of the existing northerly right-of-way of Alameda Street (having a 60 foot right-of-way) and the existing easterly right-of-way of Flinders Drive (having a 60 foot right-of-way), said point being THE TRUE POINT OF BEGINNING;

THENCE along a curve to the right having a radius of 15.00 feet, an arc length of 23.56 feet, being subtended by a chord bearing of North 74 degrees 22 minutes 29 seconds West for a distance of 21.21 feet to a point;

THENCE North 29 degrees 22 minutes 29 seconds West for a distance of 216.41 feet to a point;

THENCE along a curve to the left having a radius of 70.14 feet, an arc length of 3.66 feet, being subtended by a chord bearing of North 29 degrees 22 minutes 29 seconds West for a distance of 3.66 feet to a point;

THENCE with a reverse curve to the right having a radius of 72.50 feet, an arc length of 22.63 feet, being subtended by a chord bearing of North 16 degrees 53 minutes 00 seconds West for a distance of 22.53 feet to a point;

THENCE along a curve to the right having a radius of 70.00 feet, an arc length of 57.03 feet, being subtended by a chord bearing of North 15 degrees 28 minutes 22 seconds East for a distance of 55.47 feet to a point;

THENCE North 38 degrees 48 minutes 48 seconds East for a distance of 88.33 feet to a point;

THENCE along a curve to the right having a radius of 70.00 feet, an arc length of 61.11 feet, being subtended by a chord bearing of North 63 degrees 49 minutes 16 seconds East for a distance of 59.18 feet to a point;

THENCE North 88 degrees 49 minutes 44 seconds East for a distance of 190.70 feet to a point;

THENCE along a curve to the right having a radius of 15.00 feet, an arc length of 25.65 feet, being subtended by a chord bearing of South 42 degrees 11 minutes 07 seconds East for a distance of 22.64 feet to a point;

THENCE along a curve to the right having a radius of 90.00 feet, an arc length of 85.01 feet, being subtended by a chord bearing of South 33 degrees 51 minutes 41 seconds West for a distance of 81.89 feet to a point;

THENCE South 60 degrees 55 minutes 20 seconds West for a distance of 44.57 feet to a point;

THENCE along a curve to the right having a radius of 12.17 feet, an arc length of 2.77 feet, being subtended by a chord bearing of South 66 degrees 50 minutes 10 seconds West for a distance of 2.77 feet to a point;

THENCE along a curve to the right having a radius of 14.94 feet, an arc length of 16.99 feet, being subtended by a chord bearing of North 76 degrees 06 minutes 19 seconds West for a distance of 16.09 feet to a point;

THENCE with a reverse curve to the left having a radius of 60.00 feet, an arc length of 183.04 feet, being subtended by a chord bearing of South 49 degrees 03 minutes 19 seconds West for a distance of 119.88 feet to a point;

THENCE North 60 degrees 55 minutes 20 seconds East for a distance of 14.98 feet to a point;

THENCE along a curve to the left having a radius of 4.50 feet, an arc length of 7.55 feet, being subtended by a chord bearing of North 12 degrees 50 minutes 06 seconds East for a distance of 6.70 feet to a point;

THENCE with a reverse curve to the right having a radius of 40.00 feet, an arc length of 130.70 feet, being subtended by a chord bearing of North 58 degrees 21 minutes 21 seconds East for a distance of 79.84 feet to a point;

THENCE with a reverse curve to the left having a radius of 15.00 feet, an arc length of 23.85 feet, being subtended by a chord bearing of South 73 degrees 35 minutes 28 seconds East for a distance of 21.42 feet to a point;

THENCE North 60 degrees 55 minutes 18 seconds East for a distance of 62.45 feet to a point;

THENCE along a curve to the left having a radius of 108.00 feet, an arc length of 113.92 feet, being subtended by a chord bearing of North 30 degrees 42 minutes 15 seconds East for a distance of 108.71 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 39.99 feet, being subtended by a chord bearing of North 45 degrees 20 minutes 34 seconds West for a distance of 35.86 feet to a point;

THENCE South 88 degrees 49 minutes 42 seconds West for a distance of 199.39 feet to a point;

THENCE along a curve to the left having a radius of 88.00 feet, an arc length of 72.17 feet, being subtended by a chord bearing of South 65 degrees 19 minutes 57 seconds West for a distance of 70.17 feet to a point;

THENCE along a curve to the left having a radius of 88.00 feet, an arc length of 4.64 feet, being subtended by a chord bearing of South 40 degrees 19 minutes 29 seconds West for a distance of 4.64 feet to a point;

THENCE South 38 degrees 48 minutes 46 seconds West for a distance of 88.33 feet to a point;

THENCE along a curve to the left having a radius of 88.00 feet, an arc length of 104.73 feet, being subtended by a chord bearing of South 04 degrees 43 minutes 07 seconds West for a distance of 98.66 feet to a point;

THENCE South 29 degrees 22 minutes 31 seconds East for a distance of 224.42 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 39.07 feet, being subtended by a chord bearing of South 74 degrees 09 minutes 35 seconds East for a distance of 35.21 feet to a point;

THENCE North 60 degrees 37 minutes 30 seconds East for a distance of 328.23 feet to a point;

THENCE along a curve to the left having a radius of 488.00 feet, an arc length of 56.94 feet, being subtended by a chord bearing of North 57 degrees 16 minutes 55 seconds East for a distance of 56.91 feet to a point;

THENCE North 53 degrees 56 minutes 20 seconds East for a distance of 211.63 feet to a point;

THENCE along a curve to the left having a radius of 24.99 feet, an arc length of 9.88 feet, being subtended by a chord bearing of North 42 degrees 37 minutes 07 seconds East for a distance of 9.81 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 16.40 feet, being subtended by a chord bearing of North 12 degrees 30 minutes 08 seconds East for a distance of 16.11 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 11.53 feet, being subtended by a chord bearing of North 19 degrees 30 minutes 15 seconds West for a distance of 11.43 feet to a point;

THENCE along a curve to the left having a radius of 138.00 feet, an arc length of 140.80 feet, being subtended by a chord bearing of North 61 degrees 56 minutes 36 seconds West for a distance of 134.77 feet to a point;

THENCE South 88 degrees 49 minutes 42 seconds West for a distance of 132.77 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 38.89 feet, being subtended by a chord bearing of South 44 degrees 16 minutes 00 seconds West for a distance of 35.08 feet to a point;

THENCE with a reverse curve to the right having a radius of 132.00 feet, an arc length of 141.03 feet, being subtended by a chord bearing of South 30 degrees 18 minutes 48 seconds West for a distance of 134.42 feet to a point;

THENCE South 60 degrees 55 minutes 18 seconds West for a distance of 32.86 feet to a point;

THENCE along a curve to the left having a radius of 4.50 feet, an arc length of 7.07 feet, being subtended by a chord bearing of South 15 degrees 55 minutes 20 seconds West for a distance of 6.36 feet to a point;

THENCE South 29 degrees 04 minutes 40 seconds East for a distance of 11.76 feet to a point;

THENCE North 60 degrees 55 minutes 20 seconds East for a distance of 37.25 feet to a point;

THENCE along a curve to the left having a radius of 150.00 feet, an arc length of 153.10 feet, being subtended by a chord bearing of North 31 degrees 40 minutes 58 seconds East for a distance of 146.54 feet to a point;

THENCE with a reverse curve to the right having a radius of 15.00 feet, an arc length of 22.62 feet, being subtended by a chord bearing of North 45 degrees 38 minutes 10 seconds East for a distance of 20.53 feet to a point;

THENCE North 88 degrees 49 minutes 44 seconds East for a distance of 125.08 feet to a point;

THENCE along a curve to the right having a radius of 120.00 feet, an arc length of 113.82 feet, being subtended by a chord bearing of South 63 degrees 59 minutes 56 seconds East for a distance of 109.60 feet to a point;

THENCE along a curve to the right having a radius of 15.00 feet, an arc length of 23.76 feet, being subtended by a chord bearing of South 08 degrees 33 minutes 23 seconds West for a distance of 21.35 feet to a point;

THENCE South 53 degrees 56 minutes 22 seconds West for a distance of 203.82 feet to a point;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 12.21 feet, being subtended by a chord bearing of South 54 degrees 41 minutes 02 seconds West for a distance of 12.21 feet to a point;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 42.63 feet, being subtended by a chord bearing of South 58 degrees 01 minutes 37 seconds West for a distance of 42.62 feet to a point;

THENCE South 60 degrees 37 minutes 31 seconds West for a distance of 320.03 feet to THE TRUE POINT OF BEGINNING.

Said area contains 0.907 acres and represents the area of the interior portion of the former 60 foot Right-of-Way and the Revised 24 foot Right-of-way of Alameda Street and Flinders Drive, and the entire former 60 foot Right-of-Way and the Revised 24 foot Right-of-Way of Moynihan Trail.

TOGETHER WITH

Fuller Station Right-of-Way Abandonment Legal Description (Exterior Right-of-way of Alameda Street & Flinders Drive)

All that tract or parcel of land lying and being in Land Lot 185 of the 4th Land District, City of Loganville, Walton County, Georgia, being more particularly described as follows:

Beginning at a point on the northeasterly right-of-way of Tommy Lee Fuller Road (having a 100 foot right-of-way), said point being 2,046.82 feet as measured along said right-of-way from its intersection with the northerly right-of-way of Baker Carter Drive (having an 80 foot right-of-way), said point being THE TRUE POINT OF BEGINNING;

THENCE along said right-of-way North 30 degrees 25 minutes 49 seconds West for a distance of 28.33 feet to a point;

THENCE along a curve to the right having a radius of 38.00 feet, an arc length of 12.68 feet, being subtended by a chord bearing of North 50 degrees 46 minutes 10 seconds East for a distance of 12.62 feet to a point;

THENCE North 59 degrees 34 minutes 35 seconds East for a distance of 340.93 feet to a point;

THENCE along a curve to the right having a radius of 1486.24 feet, an arc length of 27.21 feet, being subtended by a chord bearing of North 60 degrees 06 minutes 03 seconds East for a distance of 27.21 feet to a point;

THENCE North 60 degrees 37 minutes 31 seconds East for a distance of 491.28 feet to a point;

THENCE along a curve to the left having a radius of 523.87 feet, an arc length of 59.93 feet, being subtended by a chord bearing of North 57 degrees 19 minutes 29 seconds East for a distance of 59.90 feet to a point;

THENCE North 53 degrees 56 minutes 01 seconds East for a distance of 403.27 feet to a point;

THENCE North 53 degrees 56 minutes 14 seconds East for a distance of 23.44 feet to a point;

THENCE along a curve to the left having a radius of 40.00 feet, an arc length of 189.22 feet, being subtended by a chord bearing of North 81 degrees 34 minutes 55 seconds West for a distance of 56.05 feet to a point;

THENCE with a reverse curve to the right having a radius of 15.00 feet, an arc length of 11.92 feet, being subtended by a chord bearing of South 14 degrees 20 minutes 33 seconds East for a distance of 11.61 feet to a point;

THENCE along a curve to the right having a radius of 15.00 feet, an arc length of 11.92 feet, being subtended by a chord bearing of South 31 degrees 10 minutes 42 seconds West for a distance of 11.61 feet to a point;

THENCE South 53 degrees 57 minutes 08 seconds West for a distance of 86.79 feet to a point;

THENCE along a curve to the right having a radius of 25.00 feet, an arc length of 38.27 feet, being subtended by a chord bearing of North 79 degrees 54 minutes 54 seconds West for a distance of 34.64 feet to a point;

THENCE North 36 degrees 03 minutes 40 seconds West for a distance of 6.60 feet to a point;

THENCE along a curve to the left having a radius of 162.00 feet, an arc length of 155.82 feet, being subtended by a chord bearing of North 63 degrees 36 minutes 59 seconds West for a distance of 149.88 feet to a point;

THENCE South 88 degrees 49 minutes 42 seconds West for a distance of 406.17 feet to a point;

THENCE along a curve to the left having a radius of 112.00 feet, an arc length of 97.77 feet, being subtended by a chord bearing of South 63 degrees 49 minutes 14 seconds West for a distance of 94.69 feet to a point;

THENCE South 38 degrees 48 minutes 46 seconds West for a distance of 88.33 feet to a point;

THENCE along a curve to the left having a radius of 112.01 feet, an arc length of 133.29 feet, being subtended by a chord bearing of South 04 degrees 43 minutes 07 seconds West for a distance of 125.56 feet to a point;

THENCE South 29 degrees 22 minutes 31 seconds East for a distance of 224.42 feet to a point;

THENCE along a curve to the right having a radius of 25.00 feet, an arc length of 39.26 feet, being subtended by a chord bearing of South 15 degrees 38 minutes 22 seconds West for a distance of 35.35 feet to a point;

THENCE South 60 degrees 37 minutes 29 seconds West for a distance of 89.27 feet to a point;

THENCE along a curve to the left having a radius of 719.62 feet, an arc length of 13.17 feet, being subtended by a chord bearing of South 60 degrees 06 minutes 01 seconds West for a distance of 13.17 feet to a point;

Thence with a reverse curve to the right having a radius of 792.38 feet, an arc length of 14.51 feet, being subtended by a chord bearing of South 60 degrees 06 minutes 01 seconds West for a distance of 14.51 feet to a point;

THENCE South 59 degrees 34 minutes 33 seconds West for a distance of 341.41 feet to a point;

THENCE along a curve to the right having a radius of 38.00 feet, an arc length of 12.45 feet, being subtended by a chord bearing of South 68 degrees 57 minutes 32 seconds West for a distance of 12.39 feet to a point;

THENCE North 30 degrees 28 minutes 04 seconds West for a distance of 32.74 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, being subtended by a chord bearing of South 75 degrees 25 minutes 25 seconds East for a distance of 21.21 feet to a point;

THENCE North 59 degrees 34 minutes 35 seconds East for a distance of 338.43 feet to a point;

THENCE along a curve to the right having a radius of 1530.00 feet, an arc length of 28.01 feet, being subtended by a chord bearing of North 60 degrees 06 minutes 03 seconds East for a distance of 28.01 feet to a point;

THENCE North 60 degrees 37 minutes 31 seconds East for a distance of 81.27 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, being subtended by a chord bearing of North 15 degrees 37 minutes 31 seconds East for a distance of 21.21 feet to a point;

THENCE North 29 degrees 22 minutes 29 seconds West for a distance of 216.41 feet to a point;

THENCE along a curve to the right having a radius of 130.00 feet, an arc length of 154.71 feet, being subtended by a chord bearing of North 04 degrees 43 minutes 09 seconds East for a distance of 145.74 feet to a point;

THENCE North 38 degrees 48 minutes 48 seconds East for a distance of 88.33 feet to a point;

THENCE along a curve to the right having a radius of 130.00 feet, an arc length of 113.48 feet, being subtended by a chord bearing of North 63 degrees 49 minutes 16 seconds East for a distance of 109.91 feet to a point;

THENCE North 88 degrees 49 minutes 44 seconds East for a distance of 406.17 feet to a point;

THENCE along a curve to the right having a radius of 180.02 feet, an arc length of 171.73 feet, being subtended by a chord bearing of South 63 degrees 50 minutes 28 seconds East for a distance of 165.29 feet to a point;

THENCE with a reverse curve to the left having a radius of 15.29 feet, an arc length of 11.77 feet, being subtended by a chord bearing of South 58 degrees 33 minutes 38 seconds East for a distance of 11.48 feet to a point;

THENCE along a curve to the left having a radius of 14.72 feet, an arc length of 11.79 feet, being subtended by a chord bearing of North 76 degrees 26 minutes 22 seconds East for a distance of 11.48 feet to a point;

THENCE North 53 degrees 56 minutes 22 seconds East for a distance of 60.23 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 19.77 feet, being subtended by a chord bearing of North 16 degrees 10 minutes 53 seconds East for a distance of 18.37 feet to a point;

THENCE with a reverse curve to the right having a radius of 60.00 feet, an arc length of 286.65 feet, being subtended by a chord bearing of South 64 degrees 42 minutes 39 seconds East for a distance of 82.05 feet to a point;

THENCE with a reverse curve to the left having a radius of 15.00 feet, an arc length of 2.55 feet, being subtended by a chord bearing of South 67 degrees 16 minutes 44 seconds West for a distance of 2.55 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 2.22 feet, being subtended by a chord bearing of South 58 degrees 10 minutes 17 seconds West for a distance of 2.21 feet to a point;

THENCE South 53 degrees 56 minutes 22 seconds West for a distance of 403.22 feet to a point;

THENCE along a curve to the right having a radius of 528.28 feet, an arc length of 61.85 feet, being subtended by a chord bearing of South 57 degrees 16 minutes 57 seconds West for a distance of 61.81 feet to a point;

THENCE South 60 degrees 37 minutes 31 seconds West for a distance of 491.31 feet to a point;

THENCE along a curve to the left having a radius of 1470.00 feet, an arc length of 26.91 feet, being subtended by a chord bearing of South 60 degrees 06 minutes 03 seconds West for a distance of 26.91 feet to a point;

THENCE South 59 degrees 34 minutes 35 seconds West for a distance of 338.43 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, being subtended by a chord bearing of South 14 degrees 34 minutes 35 seconds West for a distance of 21.21 feet to a point to THE TRUE POINT OF BEGINNING.

Said area contains 1.398 acres and represents the area of the exterior portion of the former 60 foot Right-of-Way and the Revised 24 foot Right-of-way of Alameda Street and Flinders Drive.

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF WALTON

THIS INDENTURE, made the ____ day of **December, 2025**, between **CITY OF LOGANVILLE, GEORGIA, a Georgia Municipal Corporation**, as party or parties of the first part, hereinafter called Grantor, and **SDH ATLANTA, LLC, a Georgia limited liability company** and **TPG AG EHC III (SDH) MULTI STATE 2, LLC, a Delaware limited liability company**, as party or parties of the second part, collectively 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 one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY CONVEYED HEREIN.

Grantor reserves unto itself a perpetual nonexclusive General Utility Easement, on, under, through, and across the property described by Exhibit "A", which includes, but is in no way limited to, the installation and maintenance of sanitary sewer infrastructure, water delivery infrastructure, electrical infrastructure, and the like.

This Quitclaim Deed is being conveyed pursuant to that Resolution of Abandonment approved by the Mayor and Council of the City of Loganville at their regular meeting held on December 11, 2025.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

[Signature]
(Unofficial witness)
[Signature]
(Notary Public)



CITY OF LOGANVILLE, GEORGIA

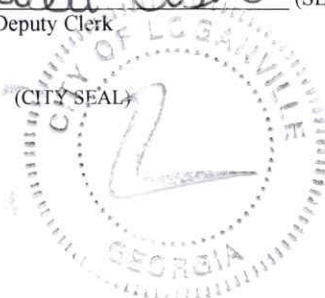
By: *[Signature: Skip Baliles]* (SEAL)
Skip Baliles, Mayor

Signed, sealed and delivered in the presence of:

[Signature]
(Unofficial witness)
[Signature]
(Notary Public)



By: *[Signature: Kristi Ash]* (SEAL)
Kristi Ash, Deputy Clerk



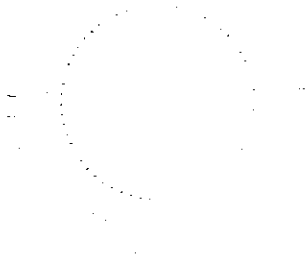


EXHIBIT "A"**Fuller Station Right-of-Way Abandonment Legal Description (Interior Right-of-way of Alameda Street & Flinders Drive & Entirety of Moynihan Trail)**

All that tract or parcel of land lying and being in Land Lot 185 of the 4th Land District, City of Loganville, Walton County, Georgia, being more particularly described as follows:

Beginning at a point at the intersection of the existing northerly right-of-way of Alameda Street (having a 60 foot right-of-way) and the existing easterly right-of-way of Flinders Drive (having a 60 foot right-of-way), said point being THE TRUE POINT OF BEGINNING;

THENCE along a curve to the right having a radius of 15.00 feet, an arc length of 23.56 feet, being subtended by a chord bearing of North 74 degrees 22 minutes 29 seconds West for a distance of 21.21 feet to a point;

THENCE North 29 degrees 22 minutes 29 seconds West for a distance of 216.41 feet to a point;

THENCE along a curve to the left having a radius of 70.14 feet, an arc length of 3.66 feet, being subtended by a chord bearing of North 29 degrees 22 minutes 29 seconds West for a distance of 3.66 feet to a point;

THENCE with a reverse curve to the right having a radius of 72.50 feet, an arc length of 22.63 feet, being subtended by a chord bearing of North 16 degrees 53 minutes 00 seconds West for a distance of 22.53 feet to a point;

THENCE along a curve to the right having a radius of 70.00 feet, an arc length of 57.03 feet, being subtended by a chord bearing of North 15 degrees 28 minutes 22 seconds East for a distance of 55.47 feet to a point;

THENCE North 38 degrees 48 minutes 48 seconds East for a distance of 88.33 feet to a point;

THENCE along a curve to the right having a radius of 70.00 feet, an arc length of 61.11 feet, being subtended by a chord bearing of North 63 degrees 49 minutes 16 seconds East for a distance of 59.18 feet to a point;

THENCE North 88 degrees 49 minutes 44 seconds East for a distance of 190.70 feet to a point;

THENCE along a curve to the right having a radius of 15.00 feet, an arc length of 25.65 feet, being subtended by a chord bearing of South 42 degrees 11 minutes 07 seconds East for a distance of 22.64 feet to a point;

THENCE along a curve to the right having a radius of 90.00 feet, an arc length of 85.01 feet, being subtended by a chord bearing of South 33 degrees 51 minutes 41 seconds West for a distance of 81.89 feet to a point;

THENCE South 60 degrees 55 minutes 20 seconds West for a distance of 44.57 feet to a point;

THENCE along a curve to the right having a radius of 12.17 feet, an arc length of 2.77 feet, being subtended by a chord bearing of South 66 degrees 50 minutes 10 seconds West for a distance of 2.77 feet to a point;

THENCE along a curve to the right having a radius of 14.94 feet, an arc length of 16.99 feet, being subtended by a chord bearing of North 76 degrees 06 minutes 19 seconds West for a distance of 16.09 feet to a point;

THENCE with a reverse curve to the left having a radius of 60.00 feet, an arc length of 183.04 feet, being subtended by a chord bearing of South 49 degrees 03 minutes 19 seconds West for a distance of 119.88 feet to a point;

THENCE North 60 degrees 55 minutes 20 seconds East for a distance of 14.98 feet to a point;

THENCE along a curve to the left having a radius of 4.50 feet, an arc length of 7.55 feet, being subtended by a chord bearing of North 12 degrees 50 minutes 06 seconds East for a distance of 6.70 feet to a point;

THENCE with a reverse curve to the right having a radius of 40.00 feet, an arc length of 130.70 feet, being subtended by a chord bearing of North 58 degrees 21 minutes 21 seconds East for a distance of 79.84 feet to a point;

THENCE with a reverse curve to the left having a radius of 15.00 feet, an arc length of 23.85 feet, being subtended by a chord bearing of South 73 degrees 35 minutes 28 seconds East for a distance of 21.42 feet to a point;

THENCE North 60 degrees 55 minutes 18 seconds East for a distance of 62.45 feet to a point;

THENCE along a curve to the left having a radius of 108.00 feet, an arc length of 113.92 feet, being subtended by a chord bearing of North 30 degrees 42 minutes 15 seconds East for a distance of 108.71 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 39.99 feet, being subtended by a chord bearing of North 45 degrees 20 minutes 34 seconds West for a distance of 35.86 feet to a point;

THENCE South 88 degrees 49 minutes 42 seconds West for a distance of 199.39 feet to a point;

THENCE along a curve to the left having a radius of 88.00 feet, an arc length of 72.17 feet, being subtended by a chord bearing of South 65 degrees 19 minutes 57 seconds West for a distance of 70.17 feet to a point;

THENCE along a curve to the left having a radius of 88.00 feet, an arc length of 4.64 feet, being subtended by a chord bearing of South 40 degrees 19 minutes 29 seconds West for a distance of 4.64 feet to a point;

THENCE South 38 degrees 48 minutes 46 seconds West for a distance of 88.33 feet to a point;

THENCE along a curve to the left having a radius of 88.00 feet, an arc length of 104.73 feet, being subtended by a chord bearing of South 04 degrees 43 minutes 07 seconds West for a distance of 98.66 feet to a point;

THENCE South 29 degrees 22 minutes 31 seconds East for a distance of 224.42 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 39.07 feet, being subtended by a chord bearing of South 74 degrees 09 minutes 35 seconds East for a distance of 35.21 feet to a point;

THENCE North 60 degrees 37 minutes 30 seconds East for a distance of 328.23 feet to a point;

THENCE along a curve to the left having a radius of 488.00 feet, an arc length of 56.94 feet, being subtended by a chord bearing of North 57 degrees 16 minutes 55 seconds East for a distance of 56.91 feet to a point;

THENCE North 53 degrees 56 minutes 20 seconds East for a distance of 211.63 feet to a point;

THENCE along a curve to the left having a radius of 24.99 feet, an arc length of 9.88 feet, being subtended by a chord bearing of North 42 degrees 37 minutes 07 seconds East for a distance of 9.81 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 16.40 feet, being subtended by a chord bearing of North 12 degrees 30 minutes 08 seconds East for a distance of 16.11 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 11.53 feet, being subtended by a chord bearing of North 19 degrees 30 minutes 15 seconds West for a distance of 11.43 feet to a point;

THENCE along a curve to the left having a radius of 138.00 feet, an arc length of 140.80 feet, being subtended by a chord bearing of North 61 degrees 56 minutes 36 seconds West for a distance of 134.77 feet to a point;

THENCE South 88 degrees 49 minutes 42 seconds West for a distance of 132.77 feet to a point;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 38.89 feet, being subtended by a chord bearing of South 44 degrees 16 minutes 00 seconds West for a distance of 35.08 feet to a point;

THENCE with a reverse curve to the right having a radius of 132.00 feet, an arc length of 141.03 feet, being subtended by a chord bearing of South 30 degrees 18 minutes 48 seconds West for a distance of 134.42 feet to a point;

THENCE South 60 degrees 55 minutes 18 seconds West for a distance of 32.86 feet to a point;

THENCE along a curve to the left having a radius of 4.50 feet, an arc length of 7.07 feet, being subtended by a chord bearing of South 15 degrees 55 minutes 20 seconds West for a distance of 6.36 feet to a point;

THENCE South 29 degrees 04 minutes 40 seconds East for a distance of 11.76 feet to a point;

THENCE North 60 degrees 55 minutes 20 seconds East for a distance of 37.25 feet to a point;

THENCE along a curve to the left having a radius of 150.00 feet, an arc length of 153.10 feet, being subtended by a chord bearing of North 31 degrees 40 minutes 58 seconds East for a distance of 146.54 feet to a point;

THENCE with a reverse curve to the right having a radius of 15.00 feet, an arc length of 22.62 feet, being subtended by a chord bearing of North 45 degrees 38 minutes 10 seconds East for a distance of 20.53 feet to a point;

THENCE North 88 degrees 49 minutes 44 seconds East for a distance of 125.08 feet to a point;

THENCE along a curve to the right having a radius of 120.00 feet, an arc length of 113.82 feet, being subtended by a chord bearing of South 63 degrees 59 minutes 56 seconds East for a distance of 109.60 feet to a point;

THENCE along a curve to the right having a radius of 15.00 feet, an arc length of 23.76 feet, being subtended by a chord bearing of South 08 degrees 33 minutes 23 seconds West for a distance of 21.35 feet to a point;

THENCE South 53 degrees 56 minutes 22 seconds West for a distance of 203.82 feet to a point;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 12.21 feet, being subtended by a chord bearing of South 54 degrees 41 minutes 02 seconds West for a distance of 12.21 feet to a point;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 42.63 feet, being subtended by a chord bearing of South 58 degrees 01 minutes 37 seconds West for a distance of 42.62 feet to a point;

THENCE South 60 degrees 37 minutes 31 seconds West for a distance of 320.03 feet to THE TRUE POINT OF BEGINNING.

Said area contains 0.907 acres and represents the area of the interior portion of the former 60 foot Right-of-Way and the Revised 24 foot Right-of-way of Alameda Street and Flinders Drive, and the entire former 60 foot Right-of-Way and the Revised 24 foot Right-of-Way of Moynihan Trail.

TOGETHER WITH**Fuller Station Right-of-Way Abandonment Legal Description (Exterior Right-of-way of Alameda Street & Flinders Drive)**

All that tract or parcel of land lying and being in Land Lot 185 of the 4th Land District, City of Loganville, Walton County, Georgia, being more particularly described as follows:

Beginning at a point on the northeasterly right-of-way of Tommy Lee Fuller Road (having a 100 foot right-of-way), said point being 2,046.82 feet as measured along said right-of-way from its intersection with the northerly right-of-way of Baker Carter Drive (having an 80 foot right-of-way), said point being THE TRUE POINT OF BEGINNING;

THENCE along said right-of-way North 30 degrees 25 minutes 49 seconds West for a distance of 28.33 feet to a point;

THENCE along a curve to the right having a radius of 38.00 feet, an arc length of 12.68 feet, being subtended by a chord bearing of North 50 degrees 46 minutes 10 seconds East for a distance of 12.62 feet to a point;

THENCE North 59 degrees 34 minutes 35 seconds East for a distance of 340.93 feet to a point;

THENCE along a curve to the right having a radius of 1486.24 feet, an arc length of 27.21 feet, being subtended by a chord bearing of North 60 degrees 06 minutes 03 seconds East for a distance of 27.21 feet to a point;

THENCE North 60 degrees 37 minutes 31 seconds East for a distance of 491.28 feet to a point;

THENCE along a curve to the left having a radius of 523.87 feet, an arc length of 59.93 feet, being subtended by a chord bearing of North 57 degrees 19 minutes 29 seconds East for a distance of 59.90 feet to a point;

THENCE North 53 degrees 56 minutes 01 seconds East for a distance of 403.27 feet to a point;

THENCE North 53 degrees 56 minutes 14 seconds East for a distance of 23.44 feet to a point;

THENCE along a curve to the left having a radius of 40.00 feet, an arc length of 189.22 feet, being subtended by a chord bearing of North 81 degrees 34 minutes 55 seconds West for a distance of 56.05 feet to a point;

THENCE with a reverse curve to the right having a radius of 15.00 feet, an arc length of 11.92 feet, being subtended by a chord bearing of South 14 degrees 20 minutes 33 seconds East for a distance of 11.61 feet to a point;

THENCE along a curve to the right having a radius of 15.00 feet, an arc length of 11.92 feet, being subtended by a chord bearing of South 31 degrees 10 minutes 42 seconds West for a distance of 11.61 feet to a point;

THENCE South 53 degrees 57 minutes 08 seconds West for a distance of 86.79 feet to a point;

THENCE along a curve to the right having a radius of 25.00 feet, an arc length of 38.27 feet, being subtended by a chord bearing of North 79 degrees 54 minutes 54 seconds West for a distance of 34.64 feet to a point;

THENCE North 36 degrees 03 minutes 40 seconds West for a distance of 6.60 feet to a point;

THENCE along a curve to the left having a radius of 162.00 feet, an arc length of 155.82 feet, being subtended by a chord bearing of North 63 degrees 36 minutes 59 seconds West for a distance of 149.88 feet to a point;

THENCE South 88 degrees 49 minutes 42 seconds West for a distance of 406.17 feet to a point;

THENCE along a curve to the left having a radius of 112.00 feet, an arc length of 97.77 feet, being subtended by a chord bearing of South 63 degrees 49 minutes 14 seconds West for a distance of 94.69 feet to a point;

THENCE South 38 degrees 48 minutes 46 seconds West for a distance of 88.33 feet to a point;

THENCE along a curve to the left having a radius of 112.01 feet, an arc length of 133.29 feet, being subtended by a chord bearing of South 04 degrees 43 minutes 07 seconds West for a distance of 125.56 feet to a point;

THENCE South 29 degrees 22 minutes 31 seconds East for a distance of 224.42 feet to a point;

THENCE along a curve to the right having a radius of 25.00 feet, an arc length of 39.26 feet, being subtended by a chord bearing of South 15 degrees 38 minutes 22 seconds West for a distance of 35.35 feet to a point;

THENCE South 60 degrees 37 minutes 29 seconds West for a distance of 89.27 feet to a point;

THENCE along a curve to the left having a radius of 719.62 feet, an arc length of 13.17 feet, being subtended by a chord bearing of South 60 degrees 06 minutes 01 seconds West for a distance of 13.17 feet to a point;

Thence with a reverse curve to the right having a radius of 792.38 feet, an arc length of 14.51 feet, being subtended by a chord bearing of South 60 degrees 06 minutes 01 seconds West for a distance of 14.51 feet to a point;

THENCE South 59 degrees 34 minutes 33 seconds West for a distance of 341.41 feet to a point;

THENCE along a curve to the right having a radius of 38.00 feet, an arc length of 12.45 feet, being subtended by a chord bearing of South 68 degrees 57 minutes 32 seconds West for a distance of 12.39 feet to a point;

THENCE North 30 degrees 28 minutes 04 seconds West for a distance of 32.74 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, being subtended by a chord bearing of South 75 degrees 25 minutes 25 seconds East for a distance of 21.21 feet to a point;

THENCE North 59 degrees 34 minutes 35 seconds East for a distance of 338.43 feet to a point;

THENCE along a curve to the right having a radius of 1530.00 feet, an arc length of 28.01 feet, being subtended by a chord bearing of North 60 degrees 06 minutes 03 seconds East for a distance of 28.01 feet to a point;

THENCE North 60 degrees 37 minutes 31 seconds East for a distance of 81.27 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, being subtended by a chord bearing of North 15 degrees 37 minutes 31 seconds East for a distance of 21.21 feet to a point;

THENCE North 29 degrees 22 minutes 29 seconds West for a distance of 216.41 feet to a point;

THENCE along a curve to the right having a radius of 130.00 feet, an arc length of 154.71 feet, being subtended by a chord bearing of North 04 degrees 43 minutes 09 seconds East for a distance of 145.74 feet to a point;

THENCE North 38 degrees 48 minutes 48 seconds East for a distance of 88.33 feet to a point;

THENCE along a curve to the right having a radius of 130.00 feet, an arc length of 113.48 feet, being subtended by a chord bearing of North 63 degrees 49 minutes 16 seconds East for a distance of 109.91 feet to a point;

THENCE North 88 degrees 49 minutes 44 seconds East for a distance of 406.17 feet to a point;

THENCE along a curve to the right having a radius of 180.02 feet, an arc length of 171.73 feet, being subtended by a chord bearing of South 63 degrees 50 minutes 28 seconds East for a distance of 165.29 feet to a point;

THENCE with a reverse curve to the left having a radius of 15.29 feet, an arc length of 11.77 feet, being subtended by a chord bearing of South 58 degrees 33 minutes 38 seconds East for a distance of 11.48 feet to a point;

THENCE along a curve to the left having a radius of 14.72 feet, an arc length of 11.79 feet, being subtended by a chord bearing of North 76 degrees 26 minutes 22 seconds East for a distance of 11.48 feet to a point;

THENCE North 53 degrees 56 minutes 22 seconds East for a distance of 60.23 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 19.77 feet, being subtended by a chord bearing of North 16 degrees 10 minutes 53 seconds East for a distance of 18.37 feet to a point;

THENCE with a reverse curve to the right having a radius of 60.00 feet, an arc length of 286.65 feet, being subtended by a chord bearing of South 64 degrees 42 minutes 39 seconds East for a distance of 82.05 feet to a point;

THENCE with a reverse curve to the left having a radius of 15.00 feet, an arc length of 2.55 feet, being subtended by a chord bearing of South 67 degrees 16 minutes 44 seconds West for a distance of 2.55 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 2.22 feet, being subtended by a chord bearing of South 58 degrees 10 minutes 17 seconds West for a distance of 2.21 feet to a point;

THENCE South 53 degrees 56 minutes 22 seconds West for a distance of 403.22 feet to a point;

THENCE along a curve to the right having a radius of 528.28 feet, an arc length of 61.85 feet, being subtended by a chord bearing of South 57 degrees 16 minutes 57 seconds West for a distance of 61.81 feet to a point;

THENCE South 60 degrees 37 minutes 31 seconds West for a distance of 491.31 feet to a point;

THENCE along a curve to the left having a radius of 1470.00 feet, an arc length of 26.91 feet, being subtended by a chord bearing of South 60 degrees 06 minutes 03 seconds West for a distance of 26.91 feet to a point;

THENCE South 59 degrees 34 minutes 35 seconds West for a distance of 338.43 feet to a point;

THENCE along a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, being subtended by a chord bearing of South 14 degrees 34 minutes 35 seconds West for a distance of 21.21 feet to a point to THE TRUE POINT OF BEGINNING.

Said area contains 1.398 acres and represents the area of the exterior portion of the former 60 foot Right-of-Way and the Revised 24 foot Right-of-way of Alameda Street and Flinders Drive.



4303 Lawrenceville Highway • Loganville, GA 30052 • 770-466-1165 • www.loganville-ga.gov

December 11, 2025

Ms. Eva Kennedy, Executive Director
Northeast Georgia Regional Commission
305 Research Drive
Athens, GA 30605-2795

RE: Update of Local Comprehensive Plan

Dear Ms. Kennedy,

I am writing to request the assistance of the Northeast Georgia Regional Commission with the update of the local comprehensive plan for the City of Loganville. We would like to nominate Councilwoman Lisa Newberry, Assistant City Manager Jeff Smith, and Planning Director Robbie Schwartz to serve on the steering committee on our behalf.

The primary contact for this project is Director Schwartz, who may be reached at rschwartz@loganville-ga.gov or 770-466-2633. Thank you for your time and attention in this request and we look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads 'Lee "Skip" Baliles'. The signature is written in a cursive, flowing style.

Lee "Skip" Baliles,
Mayor, City of Loganville

Northeast Georgia Regional Commission
305 Research Drive
Athens, GA 30605



Scope of Work to Perform Consulting Services for Walton County, Town of Between, Town of Jersey, and the Cities of Good Hope, Loganville, Social Circle, and Walnut Grove

Date	Services Performed By:	Services Performed For:
10/28/2025	Northeast Georgia Regional Commission 305 Research Drive Athens, GA 30605	Walton County, Town of Between, Town of Jersey, and the Cities of Good Hope, Loganville, Social Circle, and Walnut Grove

This Statement of Work (SOW) is issued by request of the Walton County Planning Department (“Client”) and Northeast Georgia Regional Commission (“Contractor”). A formal agreement will be made available following local review and formal request by the chief elected officials of each jurisdiction.

Period of Performance

The services provided are proposed to commence on May 1, 2026, and shall continue through December 31, 2027.

Scope of Work

Contractor shall provide the services and deliverable(s) as follows:

- NEGRC will lead, facilitate, and write the 2027 comprehensive plan for Walton County and all associated municipalities. Each jurisdiction will its own individual comprehensive plan document. Responsibilities of the NEGRC include the following:
- NEGRC will lead and facilitate the update process, including public engagement (1 online public survey and 4-7 public open houses) and analysis of special topic areas (land use, transportation, etc). A summary of information and raw data from the analyses will be provided to local governments with the final deliverable.
 - NEGRC will lead and facilitate 2 public hearings and _____ steering committee (i.e. project advisory committee) meetings.
 - NEGRC will produce all final content (maps, images, writing, etc.) for the final plan document.

Deliverable Materials

The final deliverable will include the following: (1) Individual Comprehensive Plans for each jurisdiction (2) any public engagement material gathered during the study, (3) all associated data collected during the study.

Jurisdictional Plan Type and Fee Schedule

Municipality	Requested plan type	Local Fee
Walton County	Basic Plan – Two Additional Elements	\$6,000
Town of Between	Basic Plan – Two Additional Elements	\$3,000
City of Good Hope	Basic Plan – One Additional Elements	\$1,500
Town of Jersey	Basic Plan – One Additional Elements	\$1,500
City of Loganville	Basic Plan – Two Additional Elements	\$6,000
City of Social Circle	Basic Plan – Two Additional Elements	\$6,000
Town of Walnut Grove	Basic Plan – Two Additional Elements	\$6,000
Total:		\$30,000

The total value for the services pursuant to this SOW is estimated to not exceed \$30,000 unless otherwise agreed to by both parties via a project change request. A revised MOA will be issued specifying the amended value. This figure is based on an estimate of providing the above-mentioned deliverables and all associated costs.

Additional Fees: Any additional elements, analyses, or meetings outside of the scope of the requested plan type will have an associated fee applied in addition to the quoted services by jurisdictional request.

Invoice Procedures

Client (Walton County) will be invoiced annually or at the discretion of the NEGRC for consulting services and travel expenses. Invoices are due within 30 days of receipt.

Client will be invoiced all additional costs requested that are associated with the above-mentioned deliverables. Any additional costs will align with the NEGRC’s Local Fee Schedule for Comprehensive Plans per jurisdiction.

Northeast Georgia Regional Commission
305 Research Drive
Athens, GA 30605



Scope of Work to Perform Consulting Services for Walton County, Town of Between, Town of Jersey, and the Cities of Good Hope, Loganville, Social Circle, and Walnut Grove

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- NEGRC will produce all final content (maps, images, writing, etc.) for the final plan document.

Northeast Georgia Regional Commission

305 Research Drive
Athens, GA 30605



Scope of Work to Perform Consulting Services for Walton County, Town of Between, Town of Jersey, and the Cities of Good Hope, Loganville, Social Circle, and Walnut Grove

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- NEGRC will lead and facilitate the update process, including public engagement (1 online public survey and 4-7 public open houses) and analysis of special topic areas (land use, transportation, etc). A summary of information and raw data from the analyses will be provided to local governments with the final deliverable.
- NEGRC will lead and facilitate 2 public hearings and _____ steering committee (i.e. project advisory committee) meetings.
- NEGRC will produce all final content (maps, images, writing, etc.) for the final plan document.

Schedule of Work

The following project implementation schedule is provided as a general guide and are subject to change if needed. Tasks will be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required elsewhere in this Statement of Work. All deliverables are intended to be completed in a manner that allows the local government(s) to adopt the required comprehensive plan update by the due date of June 30, 2027.

Activity	Timeframe
NEGRC hosts preliminary planning meeting	October 28, 2025
LOCAL GOVERNMENT(S) coordinate availability, assemble steering committee, and confirm associated subcontractor(s)	November 2025 – March 2026
NEGRC performs kickoff public hearing	May 2026
Public Engagement Process (30-day online survey and public open houses)	May – August 2026
NEGRC performs jurisdictional analysis of existing data	June – August 2026
NEGRC facilitates steering committee meetings	September – December 2026
NEGRC finalizes draft	February 2027
LOCAL GOVERNMENT(S) perform review and request any necessary revisions	February – April 2027
NEGRC hosts second public hearing and LOCAL GOVERNMENT transmits plan for regional and state review	April 2027
LOCAL GOVERNMENT(S) adopt plan	June 2027
Deliverable assembly and project closeout	July 2027



Note: This document is intended as a guide for the Northeast Georgia Regional Commission Planning & Government Services Division regarding local fees for comprehensive plan updates. Fees are subject to change depending on project conditions and local needs. Prior to beginning all projects that require a local fee, a Memorandum of Agreement will be executed between the two parties.

Contacts

Mark Beatty | Director of Planning & Government Services

(706) 369-5650

mbeatty@negrc.org

Joyce Okoth | Program Assistant

(706) 369-5650

joysassisi@negrc.org

Comprehensive Plan Local Fee Schedule

Basic Plan – Base Required Elements Only

Cost: No local fee

Elements:

- | | |
|-------------------------|--|
| Community Goals | Public Input: |
| Needs and Opportunities | Two public hearings |
| Broadband Services | Online public survey |
| Community Work Program | One local government work session (in-person or virtual) |

Basic Plan – One Additional Element

Cost: \$1,500 for areas of population under 1,000
\$3,000 for areas of population above 1,000

Addition of one of the following elements:

- | | |
|------------------|-----------------------|
| -Future Land Use | -Housing |
| -Transportation | -Economic Development |

Basic Plan – Two Additional Elements

Cost: \$3,000 for areas of population under 1,000
\$6,000 for areas of population above 1,000

Addition of two of the following elements:

- | | |
|------------------|-----------------------|
| -Future Land Use | -Housing |
| -Transportation | -Economic Development |

Advanced Plan

Cost: \$10,000 for areas of population under 1,000
\$20,000 for areas of population above 1,000

Includes:

- All required elements
- Any additional elements
- In-depth local analysis of each element
- Two public hearings, four public engagement events, and an online survey

Additional Options

Extensive Local Analysis

Cost: \$5,000 for more in-depth analysis of local conditions and needs

Increased Public Involvement

Cost: \$1,000 per additional work session
\$1,000 per additional public input outlet

Additional Element

Cost: \$1,500 for areas of population under 1,000
\$3,000 for areas of population above 1,000

Optional Elements include, but are not limited to:

- Housing
- Transportation
- Economic Development
- Sustainability / Resiliency

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE
TRANSFER AND SALE OF 254 MAIN STREET AND 4436 PECAN STREET,
LOGANVILLE, GEORGIA**

This Intergovernmental Agreement is made and entered into this 11 day of December, 2025, by and between the City of Loganville, Georgia, a duly incorporated municipality organized and operating under the laws of the State of Georgia (the “City”) and the Downtown Development Authority of the City of Loganville (the “DDA”) (the “Agreement”) (with both the City and DDA being referred to herein collectively as the “Parties”).

RECITALS

WHEREAS, the City acquired the property commonly known as 254 Main Street, Loganville, Georgia 30655 by virtue of that certain Warranty Deed dated January 5, 1989, and recorded in Deed Book 285, pages 192-193, Walton County, Georgia records, said deed being attached hereto as Exhibit “A” for a more complete description of the Property; and,

WHEREAS, the City acquired the property commonly known as 4436 Pecan Street, Loganville, Georgia 30655 by virtue of that certain Warranty Deed dated February 2, 2016, and recorded in Deed Book 3872, pages 71-72, Walton County, Georgia records, said deed being attached hereto as Exhibit “B” for a more complete description of the Property (collectively, 254 Main Street and 4436 Pecan Street, Loganville, Georgia 30655, being hereinafter referred to as the “Property”); and,

WHEREAS, the City currently holds title to the Property, free and clear of any and all known encumbrances; and,

WHEREAS, the City is desirous of entering into this Agreement concerning the Property with the DDA for the purpose of allowing the DDA to market and sell the Property for the general benefit and wellbeing of the public and to promote economic development and revitalization within the City; and,

WHEREAS, the DDA is desirous of marketing and selling the Property for the general benefit and wellbeing of the public and to promote economic development and revitalization within the City, particularly the downtown core; and,

WHEREAS, the City and DDA desire to support the economic wellbeing of the City and its citizens, particularly by encouraging economic growth and development within the Commercial Central Business District of Downtown Loganville, where the Property is located; and,

WHEREAS, the City at its November 13, 2025, meeting adopted its “254 Main Street Redevelopment Vision Synopsis” attached hereto as Exhibit “C” (the “254 Vision”), for the purpose of clarifying the objectives and goals of the City for the Property; and,

WHEREAS, pursuant to O.C.G.A. § 36-42-2, the DDA is responsible for the revitalization and redevelopment of the downtown area of the City under its purview by promoting public good, general welfare, commerce, industry, and employment opportunities of the City and State; and,

WHEREAS, pursuant to O.C.G.A. § 36-42-8, the DDA may acquire and dispose of real property of every kind and character, or any interest therein, in furtherance of the public purpose of the DDA.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS OF AGREEMENT

1. The DDA Responsibilities:

The DDA shall, in accordance with the 254 Vision, as well as the purpose and intent of this Agreement, conduct a public Request For Proposal Process (“RFP”) seeking qualified developers and buyers for the Property; and,

The RFP terms and conditions shall be developed by the DDA in its sole discretion; and,
The DDA shall review any submissions received from the RFP; and,

Upon receipt of any proposals derived for the RFP, the DDA shall take into consideration (a) any and all effects the proposals may have upon the revitalization and redevelopment of the Commercial Central Business District (“CBD”) of the City, (b) any and all effects the proposals may have upon the development and promotion of the general welfare of the public, the CBD, and the City, (c) any and all effects the proposals may have upon existing and surrounding industries, trades, commerce, and employment opportunities for the general welfare of the public, the CBD,

and the City, and (d) any and all relative economic impacts that may be associated with the proposals; and,

The DDA shall meet with prospective developers, buyers, or agents for the purpose of inspecting and walking the Property; and,

The DDA shall, in its sole discretion, after reviewing all proposals received from the RFP, select the applicant and proposal that best meets the criteria of the RFP; and,

The DDA shall, subject to the approval and consent of the City Council, enter into a purchase and sale agreement with the selected applicant; and,

The DDA shall sell the Property subject to the terms and conditions of this Agreement, all in keeping with the terms of the 254 Vision and the RFP.

2. **The City**: On the Closing Date, as defined by the contemplated Purchase and Sale Agreement, the City shall transfer any and all right, title, interest, and equity the City has in and to the Property by Limited Warranty Deed (the “Deed”) to the DDA. The consideration for such transfer is agreed to be the obligation of the Parties under this Agreement.

3. **Term**: The initial term of this Agreement shall commence on January 1, 2026, and end on December 31, 2026, unless terminated earlier in writing by mutual agreement by the Parties. Thereafter, the term of this Agreement shall automatically renew for successive six (6) month terms until the Property is sold, unless otherwise agreed to in writing by the Parties.

4. **Proceeds of Sale**: Upon the sale of the Property, the proceeds from the sale shall be divided between the Parties as follows:

- a. The City shall receive ninety percent (90%) of the proceeds from the sale of the Property after any and all fees and costs of closing have been paid associated therewith. The City shall deposit the sales proceeds into the General Fund for the City.
- b. The DDA shall receive ten percent (10%) of the proceeds from the sale of the Property after any and all fees and costs of closing have been paid associated therewith. The DDA shall deposit and utilize its portion of the sales proceeds in a manner that is commensurate with the general purpose of the DDA.

5. **Entire Agreement**: This Agreement incorporates all prior negotiations, interpretations and understandings between the Parties and is the full and complete expression of their agreement. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings between the Parties with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings shall have no further force or effect, and the Parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

6. **Modification**: Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both Parties.

7. **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

CITY OF LOGANVILLE, GEORGIA

By: *Skip Baliles*
Skip Baliles
Mayor

Attest: *Ansley M. Pope*
Name: *Ansley M. Pope*
Title: *HR Director*



DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF LOGANVILLE

By: _____
Tara Argo
Chairperson

Attest: _____
Name: _____
Title: _____

[SEAL]

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MAIL TO:

WARRANTY DEED

LAW OFFICES

GARNER AND STILL

STATE OF GEORGIA

P.O. BOX 672

COUNTY OF WALTON

LAWRENCEVILLE, GA. 30246

THIS INDENTURE, Made the 5th day of January, in the year
 one thousand nine hundred eighty-eight, between
 BANK OF LOGANVILLE, A GEORGIA BANKING CORPORATION

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

CITY OF LOGANVILLE, A GEORGIA POLITICAL SUBDIVISION

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 One Dollar and
 Other Good and Valuable Considerations—(1.00—) DOLLARS
 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 Grantee,

SEE ATTACHED EXHIBIT "A"

In addition to the property conveyed herein Grantor conveys to
 Grantee all its right, title and interest in and to an easement
 from Timothy S. Kirby and Carolyn Kirby to Grantor dated December
 22, 1972 recorded in Deed Book 109, Page 78, as well as an
 easement from J. W. Higgins to Grantor dated October 3, 1972
 recorded in Deed Book 87, page 776.

RECORDED
 BOOK PG
 NAT'L. ARCHIVE
 CLERK OF SUPERIOR COURT
 WALTON COUNTY, GA.

BOOK PG
 89 JAN 20 PM 3:26
 NAT'L. ARCHIVE
 CLERK OF SUPERIOR COURT
 WALTON COUNTY, GA.

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 whomsoever.

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

Signed, sealed and delivered in presence of: BANK OF LOGANVILLE, A GEORGIA BANKING CORP.

Barbara Thrasher
 UNOFFICIAL WITNESS

BY: Charles D. Kellin (Seal)

Charles D. Kellin
 Notary Public, Walton County, Georgia

TITLE: Chairman (Seal)

Commission Expires July 14, 1985

ATTEST: John H. H. H. (Seal)

NOTARY PUBLIC

Pres. & Secretary (Seal)

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EXHIBIT ATRACT I

All that tract or parcel of land lying and being in City of Loganville, County of Walton, State of Georgia, with improvements thereon situated on the South Side of Main Street fronting thirty-eight (38) feet on Main Street and running back a uniform width ninety-four (94) feet. Said lot is bounded on the North by Main Street; on the East and South by other property of Charles S. Floyd; on the West by Mill Street. On said lot is located a building known as the Farmers and Merchants Bank Building. This deed conveys only one-half undivided interest in the East wall of the said Farmers and Merchants Bank Building, the other one-half interest being retained by Charles S. Floyd.

TRACT II

All that tract or parcel of land lying and being in the City of Loganville, Walton County, Georgia and being a part of the vacant lot deeded to Johnny W. Higgins by Ernest Atkinson January 10, 1961. Being more particularly described as follows:
Beginning at a point on the southeast side of Main Street one (1) foot northeast of the wall of the building now known as Higgins Barber Shop Building and running north 50 degrees east for fourteen (14) feet; thence running south 39 degrees 8 minutes east along line of property of C. C. Moreland for one hundred nine (109) feet; thence running south 51 degrees west along line of Hoke S. O'Kelley Property for eighty-three (83) feet; thence running north 39 degrees 53 minutes along Pecan Street for eighteen (18) feet to the present bank property line; thence north 51 degrees east along bank of Loganville Property for thirty (30) feet; thence north 39 degrees 53 minutes west along the northeast wall of the present Bank of Loganville Building for fifty-six feet nine inches (56.9) to the within two (2) feet of the rear of Higgins Barber Shop Building; thence running along line of Johnny W. Higgins property north 50 degrees east for thirty-eight (38) feet; thence running north 50 degrees east one (1) foot from wall of Higgins Barber Shop Building and along line of J. W. Higgins property for thirty-five feet one inch (35.1) to the point of beginning. This land being bounded as follows: on the north by Moreland Property, east by O'Kelley property, south by Bank of Loganville and Pecan Street, west by J. W. Higgins Property and Main Street.

TRACT III

All that tract or parcel of land lying and being in the State of Georgia, County of Walton and City of Loganville, Georgia, a strip of land unimproved beginning at iron pin corner of now existing Bank of Loganville parking lot, thence running South 53 degrees 12 minutes west 18.0 feet to an iron pin corner running South 36 degrees 56 minutes East 64 feet to iron pin stake; thence South 36 degrees 56 minutes east 64.2 feet to iron pin stake and corner; thence North 53 degrees 56 minutes East 12.8 feet to iron pin stake and corner; thence North 38 degrees 36 minutes West 104.7 feet to iron pin stake; thence North 62 degrees 58 minutes West 26.8 feet to iron pin stake and the beginning point, according to survey and plat made by W. T. Dunahoo Surveyor and Associates Reg. No. 1577 June 9, 1972 for Bank of Loganville, Loganville, Georgia, recorded in Plat Book 16, Page 287 in Clerk of Superior Court, Walton, County, and said plat and recording thereof reference is hereby made for a full and complete description of the subject land conveyed by this deed. Said land bounded on the North by now existing parking lot of said Bank of Loganville, East by other lands of Timothy S. Kirby and Carolyn Kirby; South by Robert Wood and Inez Henderson; West by Property of Bank of Loganville now existing parking area and Clack.

TRACT IV

All that tract or parcel of land lying and being in the City of Loganville, County of Walton, State of Georgia and bounded and described as follows:
Commencing on Pecan Street (Formerly Mill Street) at the land line now Bank of Loganville, thence running South along Pecan Street (Formerly Mill Street) Sixty-four (64) feet to stake at corner with land of Mrs. J. P. Clack; thence East fifty-eight (58) feet to line of Thomas Garrett; thence North sixty-four (64) feet to Bank of Loganville line; thence along Bank of Loganville line fifty-eight (58) feet to beginning corner. This is the same property as described in the first part of a Deed by Mrs. Geneva O'Kelley McDaniel Administratrix of the Estate of P. O'Kelley and recorded in Deed Book 30, Pages 167-168, November 30, 1946, Walton County Clerk of Superior Court Records.

Deed Doc: WD Rec#: 247873
 Recorded 02/08/2016 02:46PM
 Georgia Transfer Tax Paid : \$150.00
 KATHY K. TROST
 Clerk Superior Court, WALTON County, GA
 Bk 03872 Pg 0071-0072

Return Recorded Document to:
 C. ROBIN WYATT, P.C.
 2194 NORTH ROAD
 SNELLVILLE, GEORGIA 30078

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

File #: 16-031

This Indenture made this 2nd day of February, 2016 between DOLLIE HENDERSON, of the County of Walton, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and CITY OF LOGANVILLE, 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 00/100'S (\$10.00) Dollars 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 Grantee,

SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE THERETO.

This Deed is given subject to all easements and restrictions of record, if any.

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 whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

William J. ...
 Witness

Andrea B. Aldrich
 Notary Public



SEAL AFFIXED

Dollie Henderson (Seal)
 DOLLIE HENDERSON

____ (Seal)

____ (Seal)

____ (Seal)

EXHIBIT "A"**LEGAL DESCRIPTION**

All that tract of land lying and being in Walton County, State of Georgia, City of Loganville, containing one-half acre of land, more or less, and situated on the East side of Pecan Street (formally Mill Street) and on the North side of Mill Street (formally Magnolia Street) and more particularly described as follows: Beginning at the corner of Pecan and Mill Streets going Easterly 161 feet to the corner of lot of Morgan Hodges, thence in a Northerly direction 153 feet to the intersection with the lot of Gary Myers, thence in a Westerly direction 70 feet, then in a Northerly direction 223 feet along the property lines of Gary Myers and Mark Nash to the property line of Harold Clack, thence in a Westerly direction 82 feet to the east side of Pecan Street, thence in a Southerly direction 349 feet to the beginning point. Said property is a corner lot bounded on the West by Pecan Street, on the South by Mill Street, on the East by Morgan Hodges, Gary Myers and Mark Nash and on the South by Harold Clack. Said property was conveyed to G.I. Henderson by Mrs. Mary (J.M.) Harrison by Warranty Deed dated May 24, 1955, recorded in Deed Book 43 Page 63 Walton County Records. The property is known as 4436 Pecan Street, Loganville, Georgia, Map LG050, Parcel 47, Legal H)PP)BDG/LOT 651/045, Tax District 3.



254 Main Street Redevelopment Vision Synopsis

The City of Loganville's primary objective in the redevelopment of 254 Main Street is to achieve a thoughtfully designed infill redevelopment project on the property that injects excitement in our downtown core and promotes prosperity for generations to come at 254 Main Street. We envision a site plan and building design that is cohesive, incorporates quality building materials, and reflects the "small town feel" of the surrounding downtown district. Ultimately, we aspire to create a development that feels timeless, seamlessly integrates with the surrounding area, and stands the test of time.

The City Council and the Downtown Development Authority of the City of Loganville are supportive of increasing the number of Main Street business fronts on the Main Street-frontage of the lot, and are particularly enthusiastic about the prospect of adding restaurant space with outdoor seating to our downtown core. The City also wants to prioritize public parking accessibility for those visiting Main Street. While housing components are not currently a priority, the council is open to innovative designs that enhance the viability of Main Street businesses through the incorporation of lofts, business spaces above retail, or detached housing, such as larger homes with ADU components or cottage homes consistent with the style of other historic residential properties in the area. Preserving some of the old-growth pecan trees within the site plan is an additional benefit for the community that the City wishes to accomplish if feasible.

The City welcomes design proposals for the lot at 254 Main Street and is receptive to incorporating the lot at 4436 Pecan Street into the project as well if the overall vision and plan meets with the long term goals and vision of the revitalization of the downtown core of the City of Loganville.