BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, December 01, 2026 at 6:00 PM
Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia
Phone: 770-267-1301 | **Fax:** 770-267-1400

AGENDA

1. PRESENTATIONS

1.1. Proclamation - Piedmont Walton 2026 Industry of the Year

1.2. Retirement Recognition - William Boyd Jennings, EMS - Janiece B. Rowe, Juvenile Court - David Randy Starrett, Public Works

1.3. Ronnie Almand - EMS Save

2. MEETING OPENING

2.1. Pledge of Allegiance & Invocation

2.2. Call to Order

2.3. Roll Call

3. ADOPTION OF AGENDA

3.1. Additions/Deletions

4. DISCUSSION

4.1. County Manager's Report/Update

5. PLANNING & DEVELOPMENT

5.1. Z26-0072 - Rezone 2.00 acres from B2/M1 to B2 to allow motor vehicle sales and car rental - Applicant/Owner: Gloria Linton - property located at 2149 Highway 78 - Map/Parcel C0610133B00 - District 1

Planning Commission recommended approval with the following conditions: 1) The property owner obtain permits before any other work or occupied developments are done; 2) The GDOT be contacted to ascertain whether they will approve another entrance to the property.

5.2. Z26-0288 - Rezone 86.83 acres from A2OSC to R1OSC to create a 71-lot residential subdivision - Applicant: K and M Home Builders, LLC/Owner: Pleasant Valley Developers, LLC - Property located on Pleasant Valley Road - Map/Parcel C1810021 - District 6

Planning Commission recommended denial.

5.3. Z26-0289 - Rezone 5.00 acres from A1 to A2 to create 3 buildable lots with one lot already having a house - Applicant: Amy Wade Potgieter/Owner: Estate of Alfred Meeks - property located at 3110 Hearn Road - Map/Parcel C1620083 - District 5

Planning Commission recommended approval as submitted.

5.4. LU26-0290 and Z26-0291 - Land Use Change from Suburban to Neighborhood Residential and Rezone 1.00 acre from R1 to R2 to have a 6 resident personal care home - Applicant/Owner: Alix Julmis - property located at 2955 Atkinson Road - Map/Parcel C0470047 - District 1

Planning Commission recommended approval as submitted.

5.5. LU26-0297 and Z26-0298 - Land Use Change from Employment Center to Suburban and Rezone 188.42 acres of Parcel C0750131 from B2&R1 to R1OSC and Rezone 73.54 acres of Parcel C0750018 from A1 to R1OSC for a 179-lot residential subdivision - Applicant: Reliant Homes GA, LLC/Owner: MFT Land Investments, LLC - properties located on Hwy 78 and HD Atha Road - Map/Parcels C0750131 and C0750018 - District 3

Planning Commission recommended approval with the following condition: Access points on Highway 78 and HD Atha Road that is disturbed will have a landscape plan with an entrance monument, shrubs, bushes, sod and fencing.

5.6. Acceptance of Right of Way - River Trail Estates

6. CONTRACTS

6.1. OpenGov End User Licence Agreement

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

7.1. Approval of November 10, 2026 Meeting Minutes

7.2. Contracts & Budgeted Purchases of $25,000 or Greater

7.3. Agreement - Southeast Corrections Probation Services - Probate Court

7.4. Agreement - Southeast Corrections Probation Services - Magistrate Court

7.5. Agreement - InfraHub Software and Pavement Assessment Services - Public Works

7.6. 2027 LMIG Application

7.7. 2027 Board of Commissioners Meeting Calendar

7.8. Williams Pipeline - 911 Tower Site Agreement

8. FINANCE

8.1. Proposed FY2028 Budget Calendar

9. ACCEPTANCE OF BIDS/PROPOSALS

9.1. Meridian Park - Fine Grading, Base and Asphalt Paving for Pickleball Courts

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

11. ANNOUNCEMENTS

12. EXECUTIVE SESSION

13. ADJOURNMENT

If you are an individual with a disability and require special assistance at this meeting, please contact our office at 770-267-1301 at least 48 hours prior to the meeting and arrangements will be made.

People wanting to make a Public Comment before the Board of Commissioners must complete a Public Comment Form and return it to the County Clerk no later than 4:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form. The form may be found on our website at **www.waltoncountyga.gov**.

For more information, please contact Rhonda Hawk.

PROCLAMATION
PIEDMONT WALTON 2026 INDUSTRY OF THE YEAR

WHEREAS, Piedmont Walton plays a vital role in the health and well-being of Walton County residents and contributes to the strength and vitality of our community; and

WHEREAS, a skilled healthcare workforce is essential to meeting the needs of our growing county and ensuring access to quality care for generations to come; and

WHEREAS, Piedmont Walton has demonstrated an outstanding commitment to developing that workforce by investing in local students and creating opportunities for them to explore meaningful careers in healthcare; and

WHEREAS, Piedmont Walton welcomes interns from every Walton County School District high school, providing hands-on experience, exposure to healthcare professions, and opportunities to learn alongside dedicated healthcare professionals; and

WHEREAS, these experiences connect classroom learning with the workplace, help students make informed career decisions, and strengthen the pathway from education to employment within our community; and

WHEREAS, Piedmont Walton's partnership with our schools and Walton Works exemplifies the lasting impact employers can make by investing their time, expertise, and resources in the next generation of talent;

NOW, THEREFORE, BE IT PROCLAIMED, that the Walton County Board of Commissioners hereby recognizes **PIEDMONT WALTON AS THE 2026 INDUSTRY OF THE YEAR** and expresses its sincere appreciation for Piedmont Walton's exceptional investment in healthcare workforce development, its commitment to our students, and its continued service to the people of Walton County.
PROCLAIMED this 1st day of December, 2026.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of Walton County to be affixed this 1st day of December, 2026.

_____
David G. Thompson, Chairman
Walton County Board of Commissioners

Planning and Development Department
Case Information

Case Number: Z26-0072

Meeting Dates: Planning Commission 04-02-2026 – MEETING WAS TABLED TO 11-05-2026 TO GIVE APPLICANT TIME TO DECIDE HOW HE WOULD LIKE TO PROCEED ON THE PROPERTY.

Board of Commissioners 12-01-2026

Applicant/Owner:
Gloria Linton
5611 NW 43rd Way
Coconut Creek, Florida 33073

Current Zoning: The current zoning is B2 and M1.

Request: Rezone 2.00 acres from B2 and M1 to B2 to allow motor vehicle sales and car rental.

.

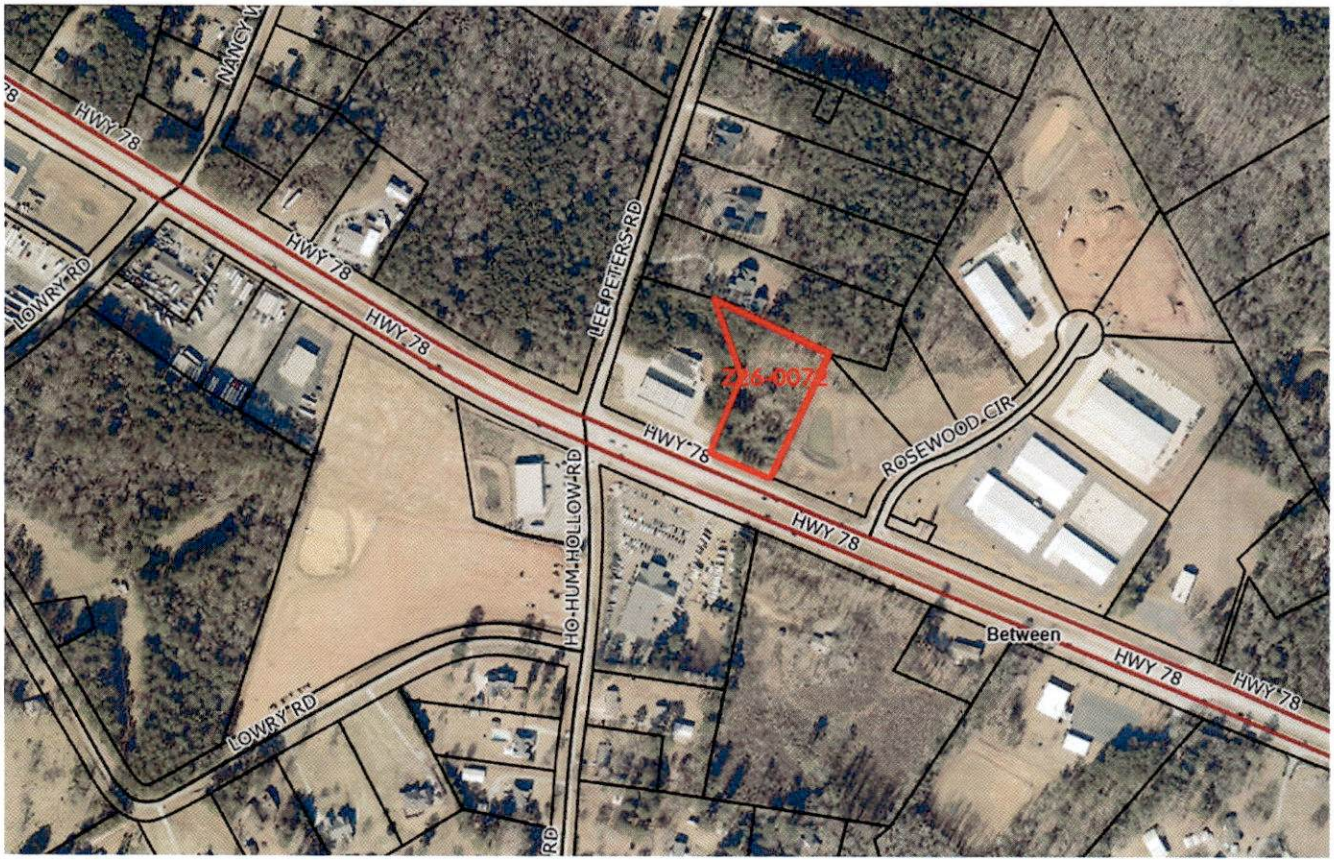
Address: 2149 Highway 78, Loganville, Georgia 30052

Map Number/Site Area: C0610133B00 – 2.00 acres

Character Area: Highway Corridor

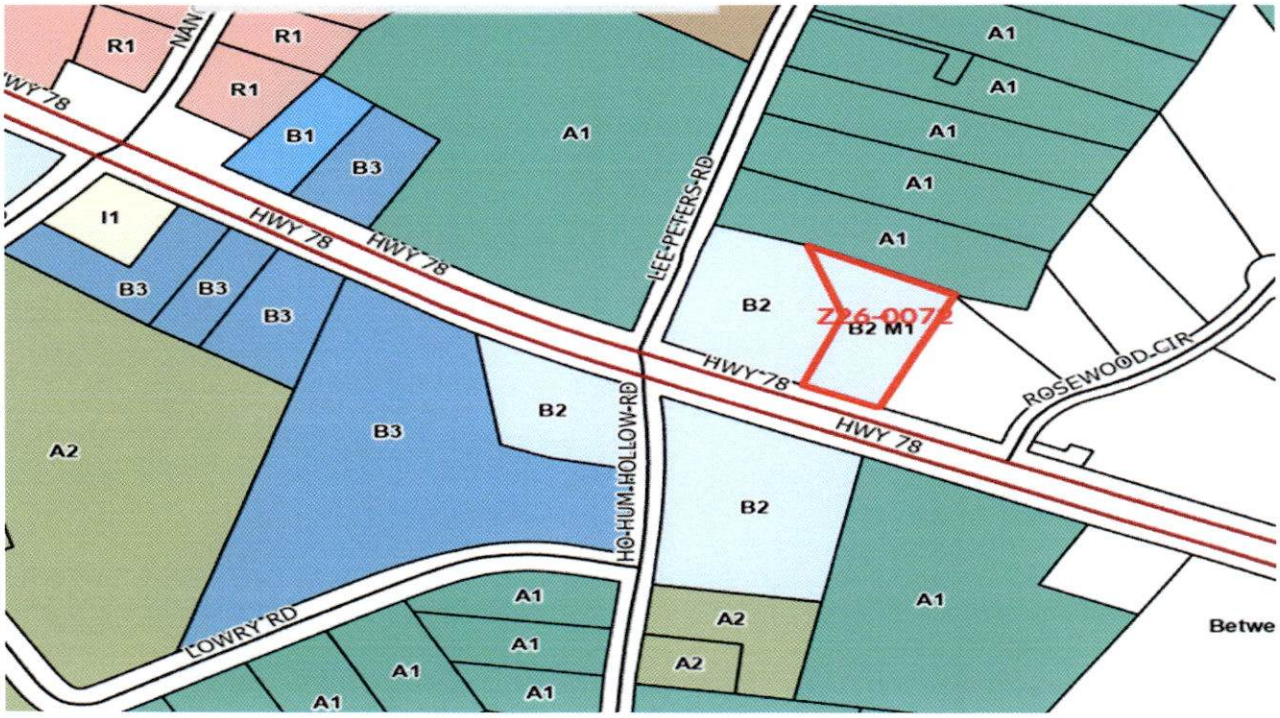
District 1 Commissioner- Amarie Warren Planning Commission–Josh Ferguson

Existing Site Conditions: Property is vacant.

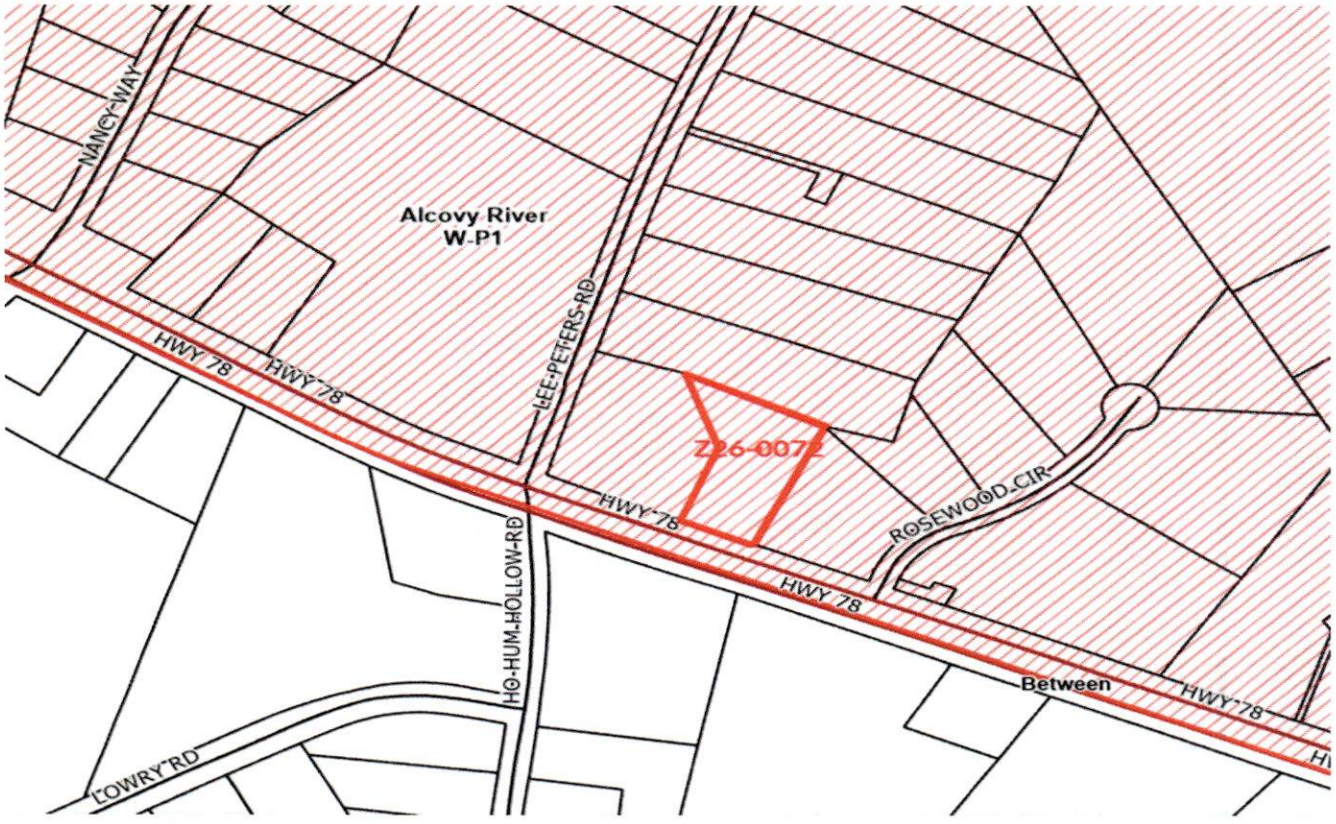

HWY 78
NANCY
LOWRY RD
LEE PETERS RD
226-0071
ROSEWOOD CIR
HO-HUM HOLLOW RD
Between


226-0071
LEE PETERS RD
HWY 78
HO HUM HOLLOW RD
Between

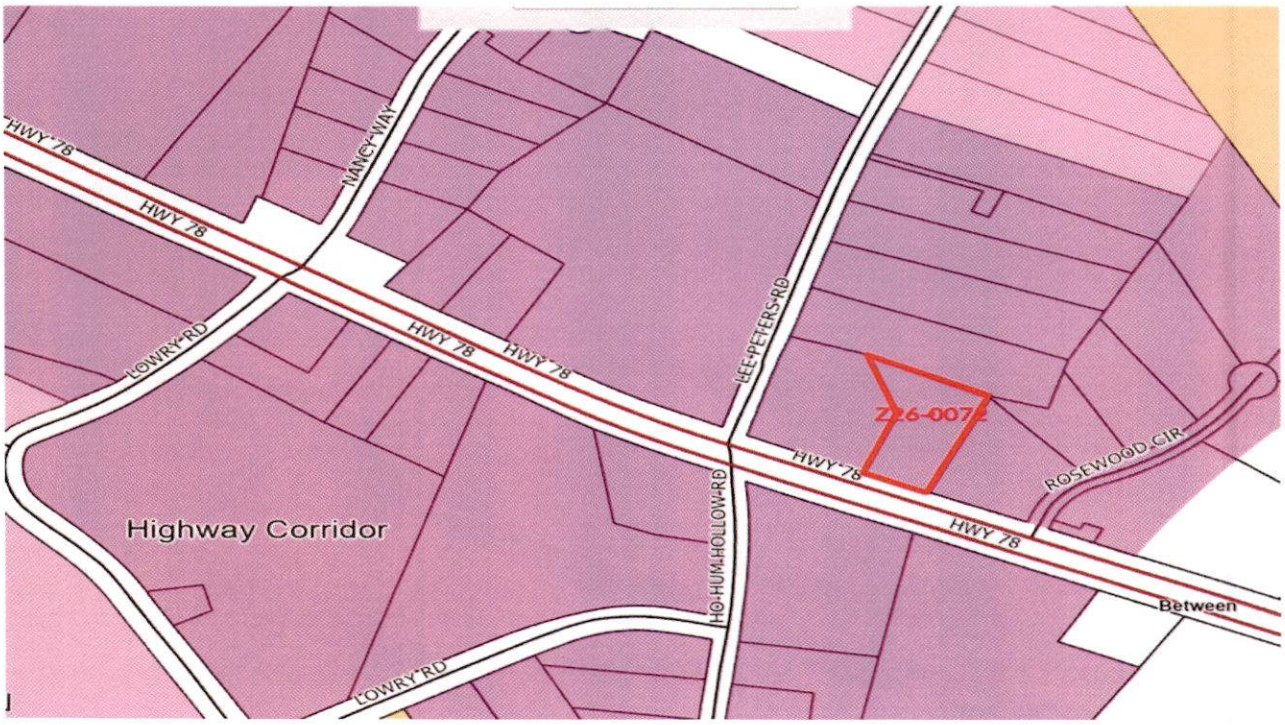
The surrounding properties are zoned A1, B2 and City of Between.



The property is in the Alcovy River Watershed Protection Area.



The Future Land Use Map for this property is Highway Corridor.



History: **No History**

Staff Comments/Concerns: **Case came before the Planning Commission on April 2, 2026 with Applicant requesting outside storage of personal commercial trucks. At the meeting the Applicant was indecisive of what he wanted to do with the property so the case was tabled until the Applicant could decide what his plans would be for the property.**

The below comments were made from the different agencies when the applicant was requesting to do outdoor storage of his personal commercial trucks.

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

Sheriff's Department: Commercial businesses of this type will cause increased public safety response and evening security patrols resulting in a tax on resources and ultimately drive the need for additional public safety staffing.

Water Authority: This area is served by an existing 10" diameter water mains along Highway 78 (static pressure: 50 psi, Estimated fire flow: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Marshall Review: **Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.**

Fire Department Review: **No impacts foreseen.**

Board of Education: **This will not affect Transportation.**

GDOT: **Will need to coordinate with GDOT. Need to coordinate if there is any grading or drainage work being proposed on GDOT R/W.**

City of Monroe: **No issues for the City of Monroe.**

PC Action 4/2/2026:

1. **Z26-0072 – Rezone 2.00 acres from B2/M1 to M1 for outside storage of commercial vehicles – Applicant/Owner: Gloria Linton – property located on 2149 Highway 78 – Map/Parcel C0610133B00 - District 1**

Presentation: **Tip with Alcovy Consulting Engineering and Reuben Thomas represented the case on behalf of the property owner Gloria Linton. Tip expressed they are wanting to rezone the property to M1 to be able to storage trucks with parking on the back of the property for his business and he will do the correct screening. Mr. Thomas knows he has 2 box trucks parked there now and would like to have space to store trucks based on the county regulations. This property is next to a B2 development and a gas station with a Dollar General and Coles Automotive across the street.**

Tim Hinton asked if this is for personal vehicles or in the future would he put a business on the property.

Mr. Thomas said that in the future he would like to build a structure on the property for truck sales and maintenance. He would like to be able to have customers parking trucks there as well as his personal trucks because he said that parking commercial trucks is expensive.

It was then stated that at his previous property 2232 Hwy 78, customers parked their trucks and code enforcement has come out. Mr. Thomas said that it was not him, but it was customers doing that on his property. Mr. Thomas stated that he wants to do things the right way.

Tim Hinton stated that maintenance is not allowed in an M1 zoning. He stated that we could condition it with no repair or maintenance on the property.

Tip stated it would be for parking only.

Tim asked if it was for commercial trucks or pickup trucks and Tip stated it would be for big trucks (commercial trucks). Mr. Hinton asked if this was the same as what Danny Cagle has behind the Dollar General and he advised that it was.

Speaking: Mayor of Good Hope, Robert Post, who lives at 3020 Sweetwater Trail stated he was opposed to this rezone. He stated that M1 is a no vehicle maintenance or washing of vehicles zoning. He said that the drawing shows 2,400 sq. ft. building to be placed on the property. He expressed that all surrounding properties are B2 and that it would be better for him to ask for B3 with a variance but went on to say that there about ½ dozen storage facilities up and down Highway 78.

Rebuttal: Mr. Thomas stated he has not operated in 2 years and that others do stuff on his property and make him look bad.

Tim Hinton asked if there were any code cases on this property and Mr. Thomas stated that there were not any on this property. He said from the first time when he came across Keith Sargent and Josh Prophett with Walton County Planning & Development that he has complied with everything that code enforcement has asked him to do. He went on to state that there are other businesses around him that are operating without a license.

Mark Banks said that we need to find out exactly what the Applicant is trying to do with the property.

Tip stated that Mr. Thomas is not trying to build a multi-storage building that he is only trying to store his own trucks and that they would like to speak with Kristi, the Director of Walton County Planning & Development and the Zoning Department about re-doing the application.

Recommendation: Tim Hinton made a motion to table the case until the Applicant can decide how he would like to proceed on the property and was seconded by Timothy Kemp. The Motion carried unanimously.

PC ACTION 11/5/2026:

1. **Z26-0072 – Rezone 2.00 acres from B2/M1 to B2 to allow motor vehicle sales and car rental – Applicant/Owner: Gloria Linton - property located at 2149 Highway 78 – Map/Parcel C0610133B00 - District 1**

Presentation: **Tip Huynh with Alcovy Consulting Engineering represented the case. When they previously presented, they were requesting a rezone, but it did not quite fit the surrounding area, so they went back and re-drew the plan. The owner is willing to change it to an auto dealer and a passenger car rental office. They are building 3200 sq ft building in the back with some smaller parking spaces in the front for car displays. The rezone would be going down in zoning. They are going down from B2 and M1 to B2 only so the property can be consistent with the B2 that is already there. He stated there is an auto dealer across the street as Coles Automotive, and they would like to be in the same category as well as doing a little car rental on the side.**

Robert Post asked if there was going to be any auto repair there since they were talking about used cars and rental cars and Rueben Thomas stated if he buys a car then he may do detail service on it and Mr. Huynh stated that there will be some minor maintenance inside the building.

Robert Post stated that in the Code it says auto motive vehicle sales in open areas other than right of way or public parking area are used for display sale or rental of new or used motor vehicles in operable condition and where no repair work is done.

Tim Hinton asked if the applicant said detail only and Mr. Thomas stated that it's just for cleaning and detail to prepare for sale.

Timothy Kemp asked as far as the rentals are concerned, are those new or used vehicles that you will be renting and Mr. Thomas stated that it is new and used vehicles.

Timothy Kemp asked how many vehicles they were looking at having and Mr. Mr. Thomas stated maybe 100.

Josh Ferguson verified he said 100 rentals.

Mr. Thomas stated that for the rental they would start off at maybe 30 vehicles.

Josh Ferguson asked if he was working with a brand, like a rental company and Mr. Thomas stated that he is creating his own brand.

Robert Post asked about access to the property that there is an entrance into the BP station's property and then cuts across to the right and Mr. Post has noticed in the last few weeks that the property owner has closed that entrance off with caution tape. He stated that the way the site plan is drawn does not show whether there is another entrance off of Highway 78 or a decel lane.

Mr. Huynh stated that they are going to have to approach GDOT. They are not sure if they will allow another curb cut. He stated that he believes that the original curb cut was

intended for the use of this property so they will have to reach out to GDOT to verify it.

Robert Post asked if they had talked to the owner of that property where the BP station is and Mr. Thomas stated that he has spoken to them, but he thinks they are interested in purchasing the property from him. He stated that they were talking about it and then they just came out and said they were blocking it off.

Robert Post stated that the way it looks on the map is that you are entering on the BP owner's property to turn right into your property.

Mr. Thomas stated that he just wants to do what's right and necessary and will get with GDOT.

Robert Post stated that it would need to be cleared with GDOT which may affect the parking lot in the front if you must go back into the property.

Josh Ferguson asked Tip Huynh if he knew if there was an access easement and Mr. Huynh stated that from what he understands there is not one. He stated he is not sure why and he guesses that the original developer, Mrs. Price, told him that the original road that they put out there was for them to share but she stated they purchased the driveway so if they can't work together then they have to work with the GDOT.

Tim Hinton stated that he has seen some things, especially on highways indicating that they want joint use driveways split basically at the property line. He asked Kristi Parr if she thought that was a proposal that was here and have we seen any of that with commercial at all and Kristi Parr stated that would be a possibility to be confirmed by GDOT, yes.

Tim Hinton stated that seems like what we were trying to do and Kristi Parr stated that yes, and they could possibly go back and look at the original plan for the store and there might be some approval for both properties to have the same access and our department would check on it.

Robert Post stated that he noticed in the last month or so there is a new for sale sign on that property and Mr. Thomas stated that he was planning on selling it but he's not getting offered what he wants for the property, so he decided he is going to come up with a different idea to do something on the property.

Robert Post asked if it were still on the market and Mr. Thomas stated that if he gets the right offer then he will go ahead and sell it and Mr. Post stated that all of this would be moot.

Mr. Thomas stated that he is trying to get it zoned because he does not have a confidential buyer but if a buyer comes when he is in too deep then it would not be available but if someone were to step up right now then he would maybe think about selling it.

Josh Ferguson asked if he has done work out there like any grading and Mr. Thomas stated no, just light cleaning.

Josh Ferguson asked if there were storage vehicles being stored out there currently and Mr. Thomas stated that yes, he has cars there which the property is zoned for.

Josh Ferguson stated that putting cars there is not approved for that because the property is not developed. He cannot use it to store vehicles and Mr. Thomas asked if he could store his own vehicles and Josh Ferguson stated no.

Mr. Thomas asked if he could park on the property and Josh Ferguson stated no.

Robert Post stated that there are also two truck bodies that have been out there for years and Mr. Thomas stated that he could try to give somebody those bodies but one of the boxes is a generator which is for temporary power, so, would he have to get rid of the box and all that stuff and Josh Ferguson stated that yes, you cannot use the property until it is developed.

Mr. Thomas asked if he was saying even though its not for the public and it's just personal use, he still can't use it.

Robert Post stated that there has been no development permit issued for that property so that means it's supposed to be vacant and Mr. Thomas stated that he has no issue getting the stuff off the property.

Speaking: Karim Hudda, who owns the BP Gas Station adjacent to this property, is opposed to the shared driveway, not the Rezone. He stated that he has not given them access to his property.

Tim Hinton stated that Mr. Hudda is stating that the access point is only for his property and not for Mr. Thomas. Mr. Hudda stated yes that his property and their property is no access. The rezoning is okay and he is not opposing that.

Tim Hinton stated that Kristi Parr, the Director has indicated that she plans to follow up on some of the background as to when his property was first approved and if joint access was given due to there being a curb cut there to go into the property and if not then they will potentially look at GDOT mandating a shared drive rather than a secondary cut which is a lot of what we see.

Mr. Hudda stated that he has spoken to GDOT, and they said that GDOT does not have to do anything between the two properties. Up to the road they give access but not between the properties. That is up to me.

Tim Hinton stated that if it is mandated by GDOT to be shared on the right of way, because the county owns the right of way, it would only be shared on the right of way and split at the property line so therefore they would not be infringing on his property but it would be joint use on the right of way.

Mr. Hudda stated that his objection is there is no joint access between the properties.

Recommendation: Robert Post made a motion to recommend approval with the following conditions:

1. **The property owner obtains permits before any other work or occupied developments are done.**
2. **The GDOT be contacted to ascertain whether they will approve another entrance into the property.**
3. **Planning and Development look at the previous maps and see if the GDOT had identified this as a joint entrance into this property.**

with a second, by Josh Ferguson. The Motion carried unanimously.

Allowed in: B2, B3, M1 & M2

MOTOR VEHICLE SALES: An open area, other than a right-of-way or public parking area, used for display, sale, or rental of new or used motor vehicles in operable condition and where no repair work is done.

Section 6-1-570 Motor Vehicle Sales (8)

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

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

Amended
Rezone Application # Z26-0072
Tabled from: 4/2/2026

Planning Comm. Meeting Date 11-5-2026 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm Meeting Date 12-1-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel *C0610133B00*

Applicant Name/Address/Phone #	**Property Owner Name/Address/Phone**
GLORIA LINTON	**SAME AS APPLICANT**
5611 NW 43RD WAY	
COCONUT CREEK, FL 33073	(If more than one owner, attach Exhibit "A")
Phone # **470-478-8873**	Phone #

Location: **2149 HWY 78** Requested Zoning **B-2** Acreage **2.00 ACRES**

Existing Use of Property: **VACANT**

Existing Structures: **NONE**

The purpose of this rezone is **Requesting a change of zoning from M-1 AND B-2 to B-2 to allow an auto dealership and a passenger car rental**

Property is serviced by:

Public Water: X Provider: **Walton County Water Department** Well:

Public Sewer: Provider: Septic Tank: X

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

Gloria Linton — Signature
9/9/2026 — Date
$ Paid $650.00 — Fee Paid

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning B2/M1 Surrounding Zoning: North A1 South B2
East City of Bonifay West B2

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

Commission District: 1- Amarie Warren Watershed: Alcovy River

I hereby withdraw the above application _____ Date _____

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made $250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____yes X_____ no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.

Gloria Linton

Signature of Applicant/Date

Check one: Owner_____X_ Agent_____

PROJECT: 2.0 ACRES AT 2149 HWY 78

ANALYSIS OF ZONING MAP AMENDMENT IMPACT

1. The existing uses and zoning of nearby property.

   The existing uses of nearby property are B-2 to the West, A-1 to the North and PBD to the East and B-2 to the south directly across from the site on Hwy 78.

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

   The owner cannot develop their land to meet their current business demand.

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

   The proposed facility on the property will be similar to existing business currently in operations along this stretch of Hwy 78.

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

   If rezoned, the property will be developed in accordance to the B-2 zoning standard, which will create additional jobs, promote growth of this region, and better meet the demand for commercial services of this region.

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

   The proposed zoning is consistent with the current usage of nearby properties.

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

   The property has been in its current state, which is commercial/light industrial, for the past 19 years.

TO: Walton County Planning and Development
Suite 98
126 Court St.
Monroe, GA 30655

September 9, 2026

SUBJECT: Letter of Intent, 2149 Hwy 78 Zoning Amendment

To Whom It May Concern,

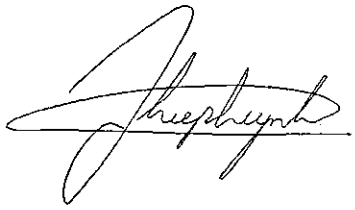
A rezone of 2.0 acres is requested for the subject project, currently shown as Parcels C0610133B00 on the Walton County Tax Records.

The property is currently zoned B-2 and M1. The proposed rezoning request is for B-2 to allow for an auto dealership and a passenger car rental office.

We look forward to developing this project in Walton County, as we feel it fits with the current development patterns in the area and will complement the needs of both Walton County and our proposed business.

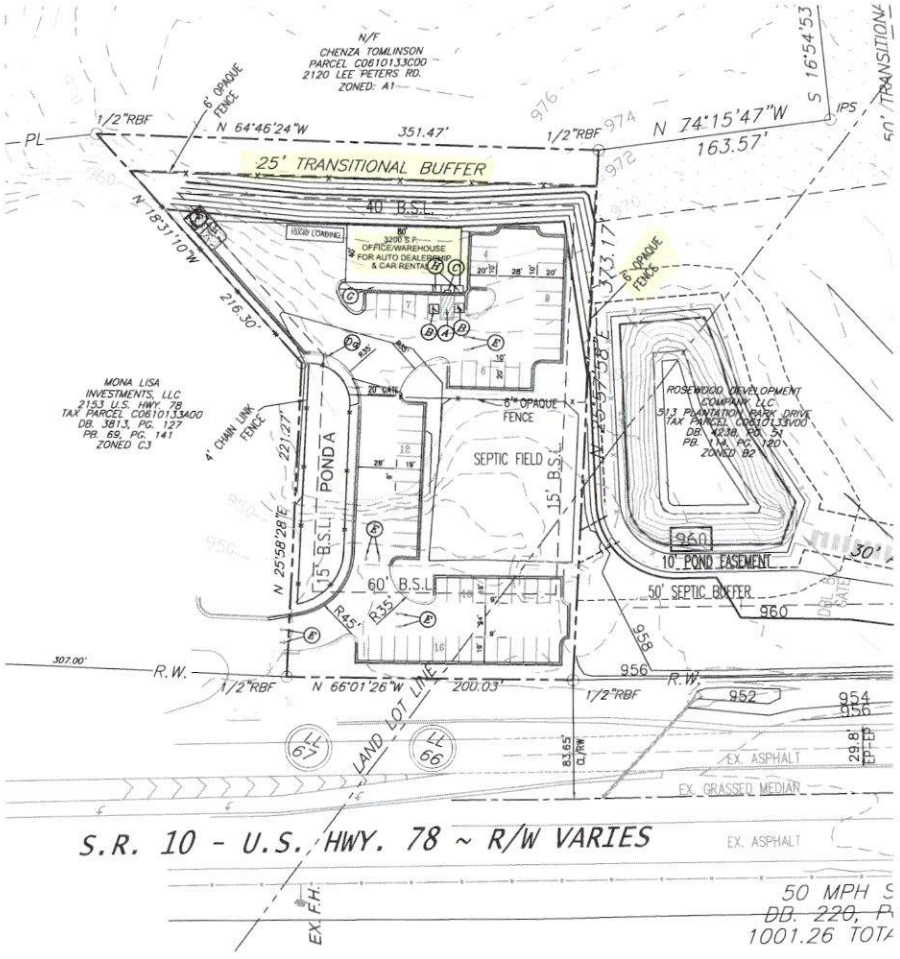
For questions or further information please contact me at 770-466-4002.

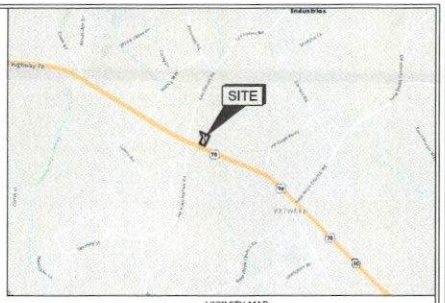
Sincerely,



Thiep Huynh, PE
Consultant

TOTAL SITE AREA = 2.00 ACRES
TOTAL DISTURBED AREA = ACRES
THERE ARE NO STATE WATERS ON THE SITE.
THERE ARE NO NWI WETLAND ON SITE. UPON A SITE VISIT, THERE WERE NO VEGETATION WHICH INDICATES WETLANDS ON SITE.





VICINITY MAP
N.T.S.

REZONE REQUEST: CURRENTLY ZONED B-2 AND M-1 REQUESTING B-2 ZONING DISTRICT.

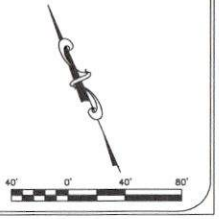
TOTAL SITE AREA = 2.0 ± ACRES

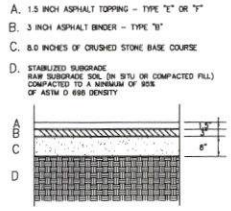
PROPOSED USE = AUTO DEALER AND PASSENGER CAR RENTAL

NOTES:
1. BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY DJ BAGGETT LAND SURVEYING, DATED 1/20/2003.
2. THERE NO NWI WETLAND ON THE SITE.
3. THERE ARE NO STATE WATER ON SITE.
4. NO PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13297C0125E DATED DEC. 8, 2016

SITE PLAN KEYED NOTES

(A) AREA STRIPED WITH SWSL/4"ACMP @ 45° AT 2'-0" O.C.
(B) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET.
(C) ACCESSIBLE RAMP.
(Dg) 24" CONCRETE CURB AND GUTTER (TYPE A) TYPICAL. SEE DETAIL SHEET.
(Db) 24" CONCRETE CURB AND GUTTER (TYPE B) TYPICAL. SEE DETAIL SHEET.
(E) PAINTED DIRECTIONAL ARROW (TYPICAL). SEE DETAIL SHEET.
(F) CONCRETE DUMPSTER PAD.
(G) 5' CONCRETE SIDEWALK
(H) HANDICAP SIGN. SEE DETAIL SHEET.
(I) CROSS WALK





TYPE I PAVEMENT
(FOR INTERIOR DRIVEWAY)
NO SCALE

GEORGIA811
www.Georgia811.com

A.C.E.
AL COVY CONSULTING ENGINEERING AND ASSOCIATES, LLC.
P.O.C. TIP HUYNH, P.E.
485 Edwards Rd.
Oxford, Georgia 30054

This drawing and any permitted reproductions, in whole or part, are the sole property of Alcovy Consulting Engineering and Associates LLC. and shall not be reproduced or conveyed in any way without the written permission of Alcovy Consulting Engineering and Associates LLC.

GEORGIA REGISTERED PROFESSIONAL ENGINEER T.P. VAN HUYNH

CONCEPTUAL PLAN

PROPOSED THOMAS' COMMERICAL

PARCEL: C0610133B00
LAND LOT: 66-67
DISTRICT: 4TH
2149 HWY 78
WALTON COUNTY, GA

DATE: 2/19/26
SCALE: 1"=40'

OWNER / PRIMARY PERMITTEE

GLORIA LINTON
5611 NW 43RD WAY
COCONUT CREEK, FL 33073
REUBEN THOMAS

24 HOUR - EMERGENCY CONTACT
REUBEN THOMAS

REVISIONS

NO.	DATE	DESCRIPTION

JOB No. 18-004THOMAS

C-1

Planning and Development Department
Case Information

Case Number: Z26-0288

Meeting Dates: Planning Commission 11-05-2026

Board of Commissioners 12-01-2026

Applicant:
K and M Home Builders, LLC
5072 Bristol Industrial Way, Suite A
Buford, Georgia 30518

Owner:
Pleasant Valley Developers, LLC
5072 Bristol Industrial Way, Suite A
Buford, Georgia 30518

Current Zoning: The current zoning is A2OSC.

Request: Rezone 86.83 acres from A2OSC to R1OSC to create a 71-lot residential subdivision. Property was rezoned in 2023 for a 56-lot subdivision. Applicant is requesting rezone to R1OSC to add 15 more lots.

Address: Pleasant Valley Road, Monroe, Georgia 30655

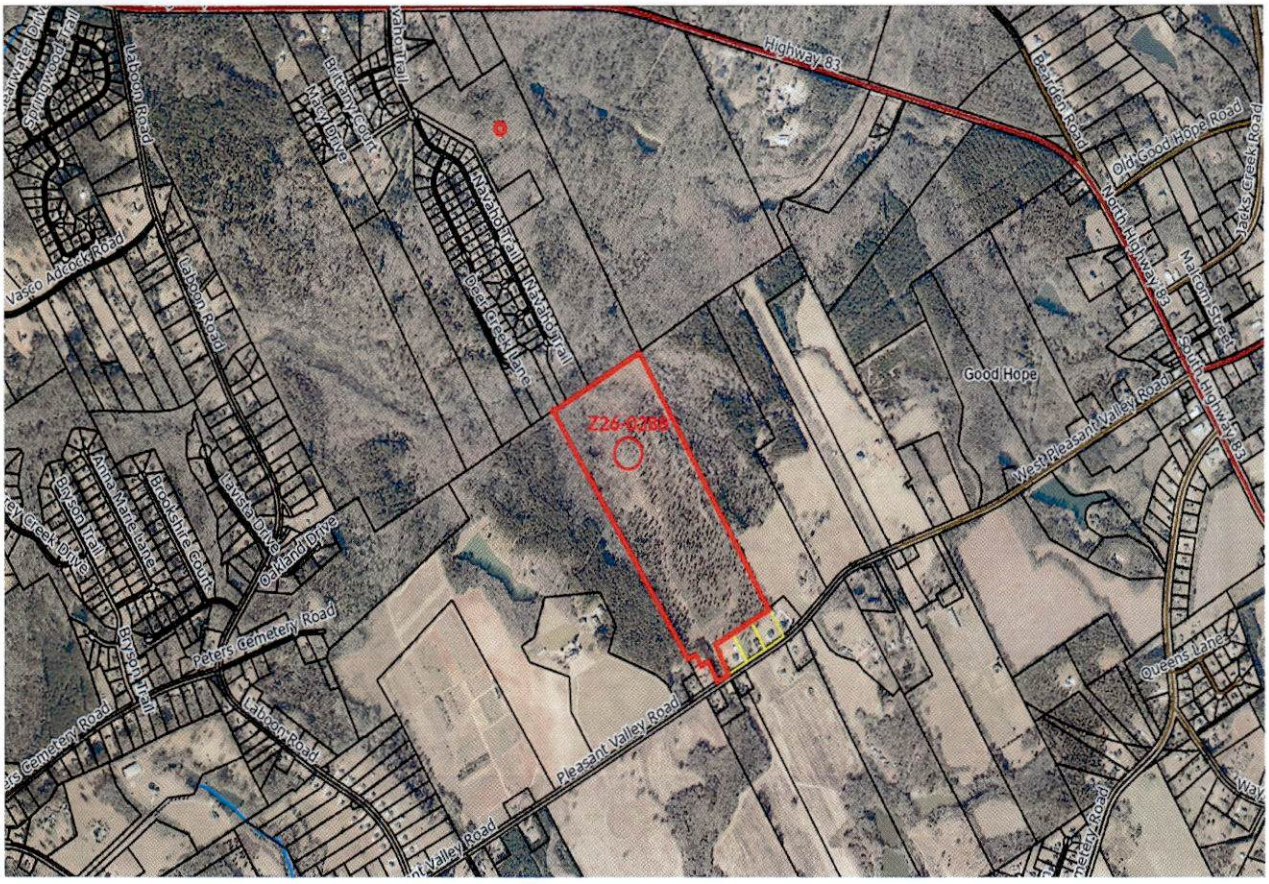
Map Number/Site Area: C1810021 – 86.83 acres

Character Area: Suburban

District 6 Commissioner- Kirklyn Dixon

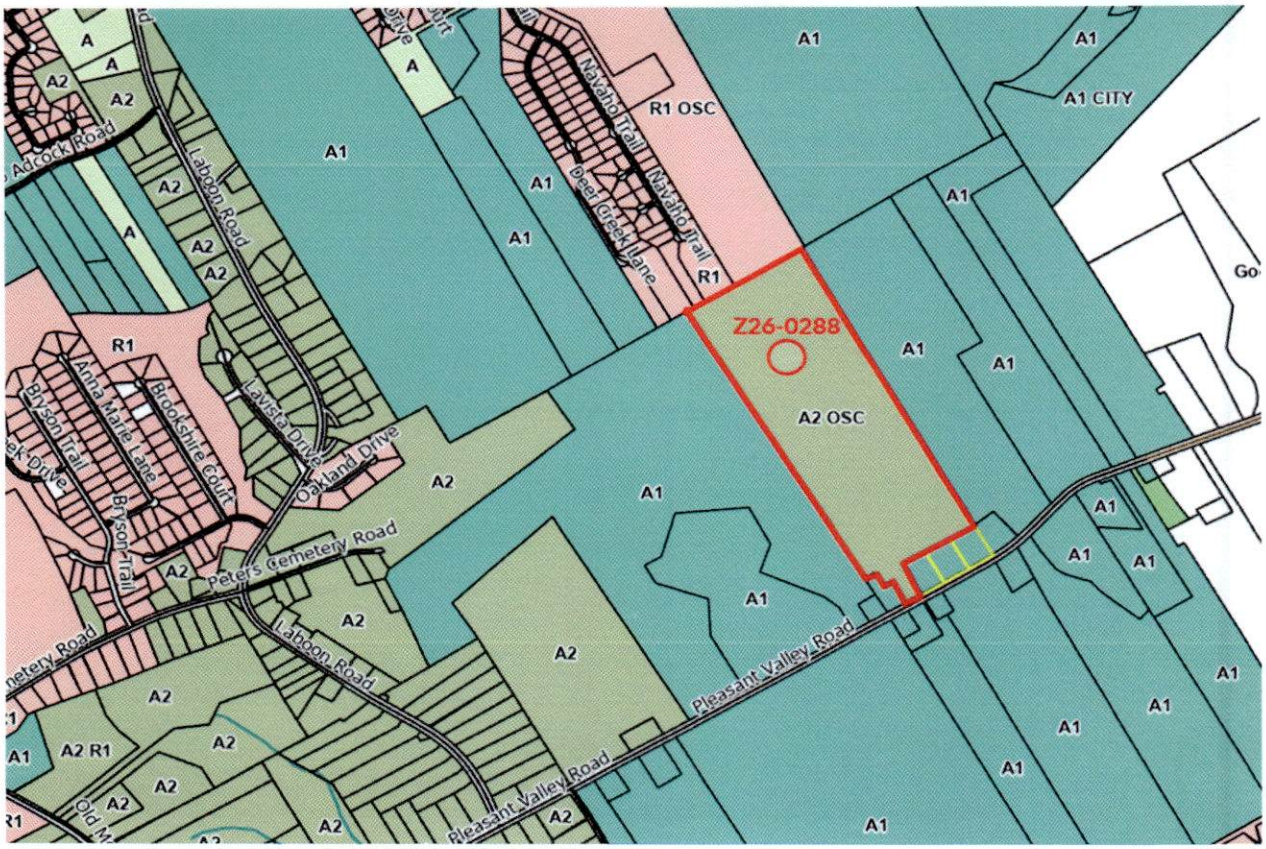
Planning Commission–Timothy J Kemp

Existing Site Conditions: Property is vacant.


Highway 83
Old Good Hope Road
North Highway 83
Malcolm Street
South Highway 83
Good Hope
West Pleasant Valley Road
Pleasant Valley Road
Queens Lane
Peters Cemetery Road
Laboon Road
Oakland Drive
Z26-0288

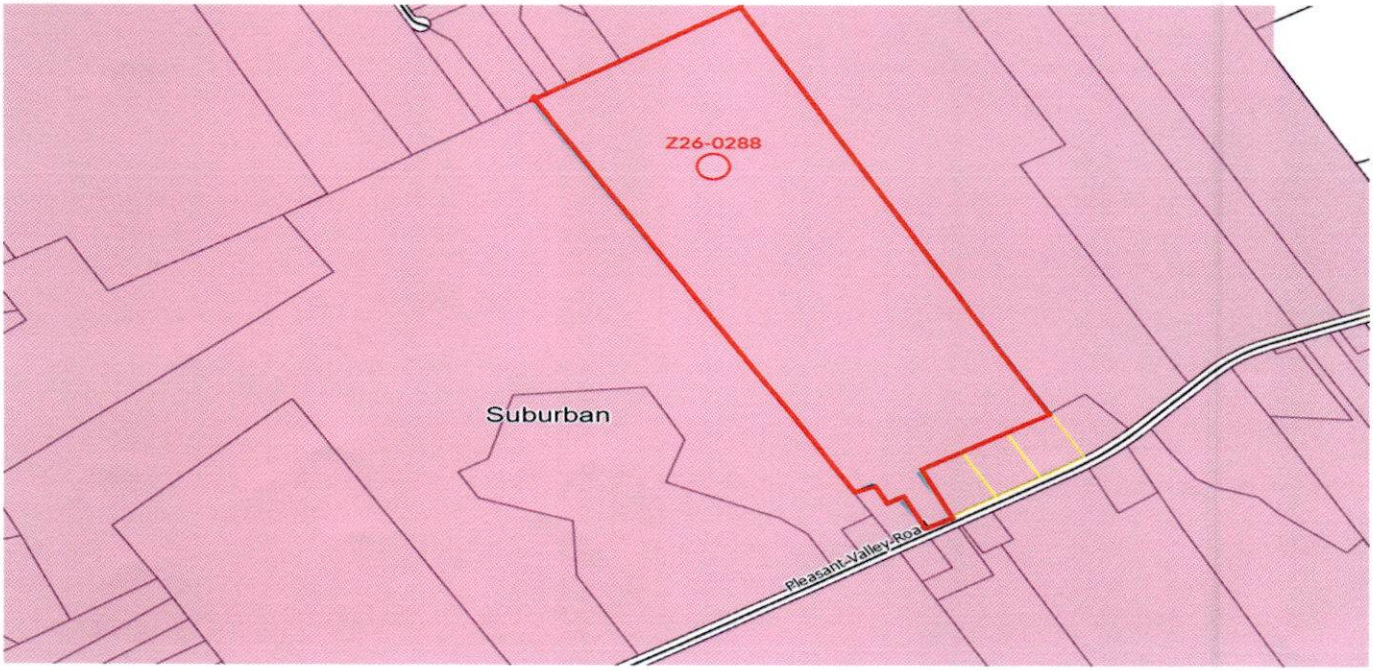

Z26-0288
Pleasant Valley Road

The surrounding properties are zoned A1, R1 and R1OSC.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History:

Z23060002	Freeman Berrong Properties, LLC	Residential Subdivision & Variance to reduce street width from 24' back to curb to back to curb	C1810021 Pleasant Valley Road	Approved w/conditions

Conditions: Approved the zoning of A2OSC so it says agriculture, with a maximum of 56 lots and density of 1.52 houses per acre which is 13 lots more than A1 but 16 lots less than the developer is asking for and with the conditions presented:
1. Minium sq. ft. on single story lots to be 2,300;
2. Minimum sq. ft. on two-story lots to be 2,800;
3. Roads will not be stubbed into adjoining properties;
4. Roads will be curb and gutter;
5. Facades to include cement siding with some combination of brick, stone, board and batten or shake accents;
6. Front yards to be sodded; and
7. Mandatory HOA with HOA managing the open space.

Staff Comments/Concerns:

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

Sheriff's Department: The addition of new homes will increase public safety calls for service and ultimately drive the need for additional public safety staffing.

Water Authority: This area is currently served by an 8" water main along Pleasant Valley Road. (static pressure: 110 psi, Estimated fire flow available: 1,200 gpm @ 20 psi). A new 8" water main will be required to distribute water within the development.
Please coordinate with Walton County Water Department.

Fire Marshall Review: Project shall comply with all codes and standards set forth by the Office of Commissioners of Insurance State Fire Marshal rules and Regulations, Walton County Minimum Ordinances and Standards, Life Safety Code and International Fire Code.

Roads shall be minimum of 24' Asphalt with 18" curb and gutter, Hydrant shall be a maximum of 500'.

Fire Department Review: Increased fire and medical responses.

Board of Education: **May increase the need for more school teachers, classrooms and transportation.**

GDOT: ***Recommend studying if any improvements need to be made at the Intersection of 83 in Good Hope, and the bypass.***

City of Loganville: **No comment received.**

City of Social Circle: **No comment received.**

City of Monroe: **No issues for the City of Monroe.**

PC ACTION 11/5/2026:

1. **Z26-0288 – Rezone 86.83 acres from A2OSC to R1OSC to create a 71-lot residential subdivision – Applicant: K and M Home Builders, LLC/Owner: Pleasant Valley Developers, LLC- Property located on Pleasant Valley Road – Map/Parcel C1810021 - District 6**

Presentation: **Gary Gettis, who lives at 2145 Creekstone Point Drive, represented the case. He stated that this property is currently zoned A2OSC with no more than 56 lots. The plan for K & M Home Builders is to go to an R1OSC zoning which is a classification that falls well within the unified development code, and the plan meets all the criteria associated with the code and meets all the requirements. Under the R1OSC they are proposing the maximum number of lots would not exceed 71. They are asking to increase the density by 15 lots. The gross density on this would be 1.22 acres per unit. Mr. Gettis stated that there is an existing neighborhood adjoining to the northwest of this property and it is also zoned R1OSC. The rear of their property and the rear of the other property join and meet one another. They are asking for a minimum square footage of 2200 square feet for a ranch style home and 2400 square feet for two-story homes. The development would have two pickleball courts and be managed with a mandatory HOA.**

Timothy Kemp asked if they had spoken to the community around this property regarding this?

Mr. Gettis stated that there were no residents that have reached out to him. He stated that he has not spoken to any and have not heard of anybody asking to speak with them.

Timothy Kemp asked what the entrance of this subdivision look like and Mr. Gettis stated that the entrance would be standard width and he believes that on the plans that presented shows that it would be a two-lane street and there would be a decel lane coming in to the community and then of course they would have full access to make an exit turning right or left.

Timothy Kemp asked if there was no plan for a left turning lane and Mr. Gettis stated that he does not think it meets the criteria for the GDOT and from a GDOT standpoint. Their engineers would have already researched that and spoken to the different GDOT departments and there was not any mention from the roads department as a comment to make a left turn lane on the road.

Timothy Kemp stated that there was a recommendation for any improvements to be made from the intersection from Highway 83 and from the bypass because that area is changing and Mr. Gettis stated that they have not got a study together yet but would have something available by the time the meeting for Board of Commissioners is here. He stated that it's only an addition of 15 lots, so it is doubtful that 15 additional lots are going to push them over a certain limit as far as the traffic count is concerned.

Timothy Kemp stated that he does have a concern of the density out there. He stated that he made a personal visit out there and he almost got hit twice just looking at that area.

Mr. Gettis stated that it is a lower density in R1OSC that's directly adjoining them and that property is on sewer.

Timothy Kemp asked if he was talking about the property that is on the back side that is on Highway 83 and Mr. Gettis stated yes. That property is zoned, completed, and already built out so there is precedence that's already set.

Mr. Gettis stated that it is on the backside of their property and he is not sure what road it comes off of.

Mitchell Trammel stated that it comes off Hwy 83. A state highway and Mr. Gettis stated that the development does not come off Highway 83.

Tim Hinton stated that for consideration purposes the property had earlier been zoned as A2OSC then that property would have carried a density greater because of lots size mandates. R1OSC is 1-acre minimum density and you guys are at 1.22 acres.

Mr. Gettis stated that yes 1.22 and under the 56 lots it would be 1.55 acres.

Timothy Kemp asked if there was an estimate on what these homes will cost and Mr. Gettis stated that their goal is to lower the price points. One of the things they are trying to do is provide attainable housing which is difficult with the rising cost to develop a site and construct homes. So, if they are able to add more lots to the development then that development cost is spread out over the entire project and therefore with more lots, they are able to get into the market or be lower in the market but they are still going to be well into the high 400 thousands and possibly crawling up into the 500 thousands. It is not an effort to put a low-quality product, but it is an effort to be able to do something and provide attainable housing. They feel like they can reduce development costs and lot cost by 25-$50,000. Therefore, they are able to offer a product at a lower price point and continue to move forward.

Timothy Kemp asked if he would want this in his neighborhood and Mr. Gettis stated that absolutely he would, he has no problem with it.

Timothy Kemp asked if Mr. Gettis lives in Cumming Ga and Mr. Gettis stated that yes, he lives in Cumming, but he and his wife raised their kids in Gwinnett County, and he moved to Cumming into an active adult community.

Tim Hinton stated that he sent an article to one of the U.S representative and it started that 25.2 million adults under 35 live with their parents. Most 25- to 34-year-olds are at home and working. Young people cannot afford housing now, so any strides that we can make will help. If we keep putting products out there that's 5,6 or 700,000 dollars then we are not doing anything to help first-time home buyers. He stated that he has sought every answer and cost of development and

cost of building materials and it almost makes it to where it can't be done.

Mr. Gettis stated that he appreciated where Mr. Hinton was coming from, but he has been in business for 26 years himself, so he understands what he is talking about. The builder and the developer are someone that lives and resides in Walton County. He has built over 100 homes plus or minus in the area so has a vested interest. Mr. Gettis stated that he is not the builder he is just representing and standing up there to converse with the board. He stated that he knows the character and integrity of that gentleman and that is what they are trying to do, is to help their position in the marketplace and pass savings along to residents. Neither the builder nor Mr. Gettis consider these to be an entry-level market. These homes are a move-up market. Even those are moving up are having difficulty these days with the additional amount of money that it takes for a downpayment, and the interest rates seem to have everyone locked up as well.
There will be 2 pickleball courts with mandatory HOA.

Robert Post asked what the plans were for the landscaping for the entrance way and Mr. Gettis stated that he is certain there will be landscape monuments. There will be 2 pickleball courts close to where the mail kiosk is. That is something that is currently not on the existing plan so these are things that want to be able to add and certainly they can afford the cost to construct those amenities with the additional lots.

Josh Ferguson stated that the previous rezoning had a variance included. Are you seeking that as well and Mr. Gettis asked what variance is specifically and Josh Ferguson stated that it was a variance to reduce the street width.

Mr. Gettis stated that no, they are not including that. They will be following the street width completely as it's outlined by the county. I think they would recommend being 24 ft in asphalt and then 18 inches back of curb on each side so they would be 27 ft wide streets.

Speaking: Herbert Malcom, who has lived for the last 27 years on Pleasant Valley Road spoke. He stated that members of his family have lived there since 1946. He stated that he and his family are against any subdivision on that road. There is currently no subdivision on that road end to end. Mr. Gettis stated that there is a development and yes, there are but they are single houses with individual entrance ways. He stated that he has a few key points, it is currently in the suburban area he guesses and the goal is 1 acre density and Mr. Gettis has described it as 1 acre density but by putting the road in at full width, by the time he puts the pickleball courts, the greenways that it is supposed to have. Mr. Malcom stated that last time they went through this with the Planning Commission and Board of Commissioners and at Kirklyn Dixon's recommendation, they lowered the lots to 54-56 houses. That was to keep within character. He stated that you can not tell in the picture, but this is a flag lot. It comes in narrow and then opens up behind existing homes. All this would be going on behind who have bought out there without knowledge of what was going to happen behind their house. This area is a very agriculture community. Mr. Troy Porterfield, who was sitting in the pews, has a lot of land over there that is all agricultural. They have cows, horses, farms, blueberry farms, you name it, they are all on that road. This area really is not a high-density residential area. He stated that he understands Highway 83, He understands below Good Hope but not on Pleasant Valley Road. They would like to keep their community just like it is. This property was testified in the board meeting last time as having a water issue on this property especially on the backside. According to the 2022 Zoning recommendation, there is supposed to be buffer's set up to protect those riparian areas, and he does not see that on this plan. This is a 55-mph road in front of this property and a 2-lane road not far past a curve. Mr. Malcom stated that he has concerns about the danger. He is thinking about school buses having to get in there and turn around, there are just a lot of issues there that he does not see being addressed at this point. He stated that he did a density study from the Good Hope Store all the way to Highway 11 and there is a grand total of 97 houses. The average acreage size is about 8

acres. He does not believe that this development is warranted, necessary, or meets the "character" of the road where they are asking to build the subdivision.

Frank Scott, who lives at 2094 Pleasant Valley Road state that his lot is right in front of this development. He stated that they just bought their property on October 8th without knowing that this subdivision was going in. He stated that he and his wife moved out there for a reason and to not be congested. He stated that he needs to know about the environmental studies. Mr. Gettis says 71 homes and that is about 2 cars per house which is easily 140 vehicles added daily. Morning and Evening, like most of us going to work, that is twice a day up and down that road. Mr. Scott stated that he stands with Mr. Malcom and what he said. He and his wife really don't want this there. He grew up in the country and that's what he was trying to get back to, they just came out of a subdivision and didn't want one right next to him.

Keith Prather, who lives at 370 Pleasant Valley Rd, stated that he has Herbert beat. His family has been there since 1891. He stated that he moved to the country to be in the country also, the comment was made that we're only wanting to increase from 56 to 71 houses but that is a 27% increase. This came before the commission 2-3 years ago and it was not desirable at that point any more than it is desirable now. It was approved to do 56 homes and there was a reason for that. It would be an injustice to increase by 27% by adding 15 more homes and making it even more congested.

Rebuttal: Mr. Gettis stated that the request that they are making is well within the unified development code. It is classified as a suburban character area and fits the zoning designation. It is not an illegal or improper request. As far as the density is concerned, 71 would be the max number of lots. There has been a full study as far as soils are concerned, but they'll have to be revisited. The restriction coming down from Department of Health, it's not likely that all the soil is going to work so there will be most likely a reduction in the number of houses that are built. With concerns over the stream buffers and open space, obviously we would be able to and would absolutely meet all the requirements from any of the buffers or if there are flood plains. Mr. Gettis stated that the quality of the community would be comparable to what was planned.

Recommendation: Timothy Kemp made a motion to recommend denial with a second by Mitchell Trammel. The Motion carried 5 to 2.

Rezone Application # Z26-0288

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

Planning Comm. Meeting Date 11/5/26 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12/1/26 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1B10021

Applicant Name/Address/Phone #

K and M Homebuilders LLC
5072 Bristol Industrial Way
Suite A
Buford GA 30518

Property Owner Name/Address/Phone

Pleasant Valley Developers LLC
5072 Bristol Industrial Way
Suite A
(If more than one owner, attach Exhibit "A")
Buford GA 30518

Location: Pleasant Valley Rd Requested Zoning R1 OSC Acreage 86.83

Existing Use of Property: Vacant Land Undeveloped

Existing Structures: None

The purpose of this rezone is Develop A Community of 71 R1 OSC Lots For Residential Use.

Property is serviced by the following:

Public Water: ✓ Provider: Walton County Water Well: N/A

Public Sewer: N/A Provider: _____ Septic Tank: Yes

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

Signature _____ Date 30 Sept 2026 Fee Paid $1200.00

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A2OSC Surrounding Zoning: North R1 South A1 East A1 West A1

Comprehensive Land Use: Suburban ***DRI Required?*** Y ____ N ✓

Commission District: 6-Kirklyn Dixon Watershed: ✓ TMP ✓

I hereby withdraw the above application _____ Date _____

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made $250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____yes ___X___ no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.



30 SEPT 2026

Signature of Applicant/Date

Check one: Owner___X___ Agent_____

AUTHORIZATION
BY PROPERTY OWNER

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

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

Name of Applicant: _Pleasant Valley Developers LLC_____

Address: _5072 Bristol Industrial Way, Suite A, Buford GA 30518_

Location of Property: __0 Pleasant Valley Rd_____

_____

Map/Parcel Number: _C1810021_____

Current Zoning: __A20SC_____ Requested Zoning: ___R10SC___

_____ _____
Property Owner Signature Property Owner Signature

Print Name:_Keith Boeckman_ Print Name:_____

Address:_5072 Bristol Ind Way, Buford GA 30518_
Address:_____

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

_____ 30 SEP 2026
Notary Public Date

ASHOK PAVAMANI NOTARY PUBLIC Hall County, GA My Commission Expires: May 21, 2028

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

C18100244 PARCEL TO SW ZONED A1
PARCEL TO NW ARE ZONED R1 AND R1 OSC
C18100018 PARCEL TO NE ZONED A1
ADJOINING 3 RES PARCELS TO SE ARE ZONED A1 (FRONT ON P. VALLEY

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

THE PROPOSED ZONING REQUEST SHOULD NOT HAVE ANY NEGATIVE OR DIMINISHING IMPACT TO ANY PROPERTIES IN THE AREA

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

THE PROPOSED ZONING PROVIDES ADDITIONAL RES HOUSING FOR THE AREA. THERE IS NO ANTICIPATED DESTRUCTION OF SURROUNDING PROPERTY VALUES EXPECTED

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

THE PUBLIC WILL BENEFIT THROUGH ADDITIONAL PROPERTY TAXES GENERATED AS COMPARED TO CURRENT ZONING OF A2OSC. ADDITIONALLY ADDITIONAL HOMESITES WILL ASSIST IN REDUCING PER LOT DEVELOPMENT COST.

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

THE PROPOSED REQUEST FALLS WITHIN PARAMETERS PER LAND USE MAP, WITH COMPLIANCE TO THE SUBURBAN CHARACTER AREA

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

THIS PROPERTY HAS NOT OCCUPIED AS ZONED SINCE AUGUST 2023.

Letter of Intent

September 30, 2026

Ms. Parr,

Pleasant Valley Developers LLC is requesting to rezone 86.83 acres being parcel C181000000021000, located on Pleasant Valley Road in Good Hope GA. The applicant is requesting to rezone to R1OSC designation for a residential community containing 71 Lots. The proposed homes will have a minimum of 2200 sq ft for ranch style homes and 2400 sq ft for two story homes. We propose a recreation area to include 2 pickle ball courts and the Mail Kiosk.

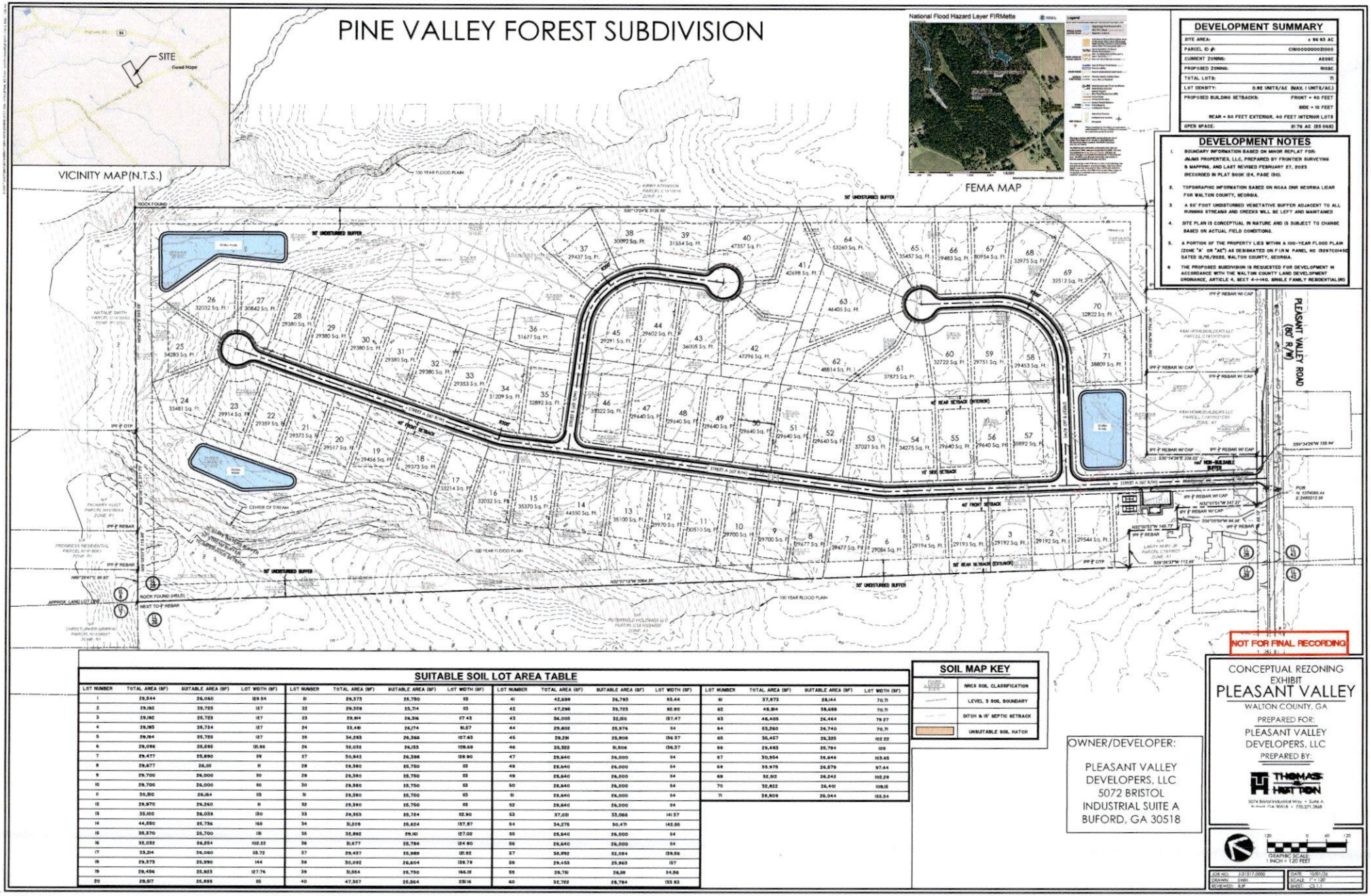
Roads are to have 60' of R/W with 28' width BOC and 24' width EOP.

Thank you!

Gary Gettis

404 569 4221

PINE VALLEY FOREST SUBDIVISION



DEVELOPMENT SUMMARY

SITE AREA:	± 94.93 AC
PARCEL ID #:	C1610000002000
CURRENT ZONING:	AR2SC
PROPOSED ZONING:	RHSC
TOTAL LOTS:	71
LOT DENSITY:	0.82 UNITS/AC (MAX. 1 UNITS/AC.)
PROPOSED BUILDING SETBACKS:	FRONT = 40 FEET SIDE = 10 FEET REAR = 50 FEET EXTERIOR, 40 FEET INTERIOR LOTS
OPEN SPACE:	31.76 AC (33.04%)

DEVELOPMENT NOTES

1. BOUNDARY INFORMATION BASED ON MINOR REPLAT FOR: JN-JMS PROPERTIES, LLC, PREPARED BY FRONTIER SURVEYING & MAPPING, AND LAST REVISED FEBRUARY 27, 2023 RECORDED IN PLAT BOOK 124, PAGE 130.
2. TOPOGRAPHIC INFORMATION BASED ON NOAA DNR GEORGIA LIDAR FOR WALTON COUNTY, GEORGIA.
3. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED
4. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
5. A PORTION OF THE PROPERTY LIES WITHIN A 100-YEAR FLOOD PLAIN (ZONE "A" OR "AE") AS DESIGNATED ON F.I.R.M. PANEL NO 13297C0145D DATED 12/16/2022, WALTON COUNTY, GEORGIA.
6. THE PROPOSED SUBDIVISION IS REQUESTED FOR DEVELOPMENT IN ACCORDANCE WITH THE WALTON COUNTY LAND DEVELOPMENT ORDINANCE, ARTICLE 4, SECT 4-1-140. SINGLE FAMILY RESIDENTIAL (RS)

SUITABLE SOIL LOT AREA TABLE

LOT NUMBER	TOTAL AREA (SF)	SUITABLE AREA (SF)	LOT WIDTH (SF)
1	29,544	26,060	129.54
2	29,192	25,725	127
3	29,192	25,725	127
4	29,193	26,724	127
5	29,194	25,725	127
6	29,086	25,595	131.66
7	29,477	25,890	89
8	29,677	26,08	8
9	29,700	26,000	90
10	29,700	26,000	90
11	30,510	26,164	115
12	29,970	26,260	8
13	35,100	26,038	130
14	44,550	25,736	166
15	35,370	25,700	131
16	32,032	26,254	102.22
17	33,214	26,060	115.72
18	29,373	25,990	144
19	29,456	25,923	127.76
20	29,517	25,895	115
21	29,373	25,750	115
22	29,359	25,714	115
23	29,914	26,316	117.43
24	33,481	26,174	91.67
25	34,283	26,366	107.63
26	32,032	26,133	109.69
27	30,842	26,395	128.90
28	29,380	25,750	115
29	29,380	25,750	115
30	29,380	25,750	115
31	29,380	25,750	115
32	29,380	25,750	115
33	29,353	25,724	112.90
34	31,209	25,624	137.57
35	32,892	29,161	127.02
36	31,677	25,784	124.80
37	29,437	25,989	121.92
38	30,092	26,604	139.78
39	31,584	25,750	144.01
40	47,357	25,264	231.16
41	42,698	26,793	83.44
42	47,296	39,723	92.80
43	36,005	32,150	157.47
44	29,602	25,976	114
45	29,291	25,908	134.37
46	38,522	31,506	134.37
47	29,640	26,000	114
48	29,640	26,000	114
49	29,640	26,000	114
50	29,640	26,000	114
51	29,640	26,000	114
52	29,640	26,000	114
53	37,021	33,066	141.37
54	34,275	30,471	142.56
55	29,640	26,000	114
56	29,640	26,000	114
57	36,992	32,054	139.56
58	29,453	25,963	117
59	29,751	26,38	94.86
60	32,722	28,784	133.83
61	37,873	28,144	70.71
62	48,814	38,688	70.71
63	46,405	26,464	79.27
64	53,260	26,740	70.71
65	35,457	26,325	102.22
66	29,483	25,784	109
67	30,954	26,646	103.65
68	33,975	26,579	97.44
69	32,512	26,242	102.29
70	32,822	26,401	109.15
71	38,809	26,044	155.54

SOIL MAP KEY

	NRCS SOIL CLASSIFICATION
	LEVEL 3 SOIL BOUNDARY
	DITCH & 15' SEPTIC SETBACK
	UNSUITABLE SOIL HATCH

OWNER/DEVELOPER:

PLEASANT VALLEY DEVELOPERS, LLC
5072 BRISTOL INDUSTRIAL SUITE A
BUFORD, GA 30518

CONCEPTUAL REZONING EXHIBIT
PLEASANT VALLEY
WALTON COUNTY, GA
PREPARED FOR:
PLEASANT VALLEY DEVELOPERS, LLC
PREPARED BY:
THOMAS & HUTTON
5074 Bristol Industrial Way • Suite A
Buford, GA 30518 • 770.271.3868

GRAPHIC SCALE: 1 INCH = 120 FEET

JOB NO.	3-31-317.0000
DRAWN:	SHH
REVIEWED:	BJP
DATE:	10/01/24
SCALE:	1" = 120'
SHEET:	C3.1.1

Planning and Development Department
Case Information

Case Number: Z26-0289

Meeting Dates: Planning Commission 11-05-2026

Board of Commissioners 12-01-2026

Applicant:
Amy Wade Potgieter
490 Gene Bell Road
Monroe, Georgia 30655

Owner:
Estate of Alfred Meeks
c/o John W Stell, Jr.
Attorney at Law
P.O. Box 644
Winder, Georgia 30680

Current Zoning: The current zoning is A1.

Request: Rezone 5.00 acres from A1 to A2 to create 3 buildable lots with 1 lot having a house already on the property.

Address: 3110 Hearn Road, Monroe, Georgia 30656

Map Number/Site Area: C1620083–5.00 acres

Character Area: Suburban

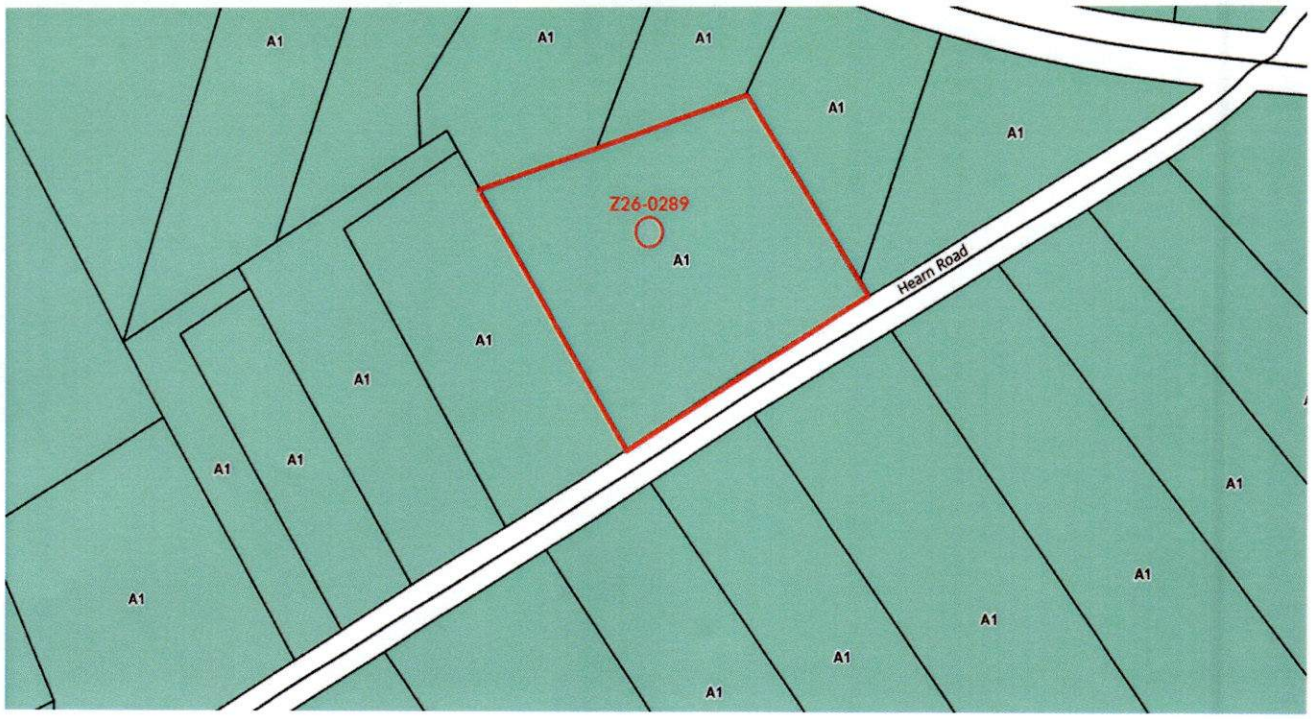
District 5 Commissioner- Jeremy Adams Planning Commission–Tim Hinton

Existing Site Conditions: Property has a house on it.


Michael Road
Hearn Road

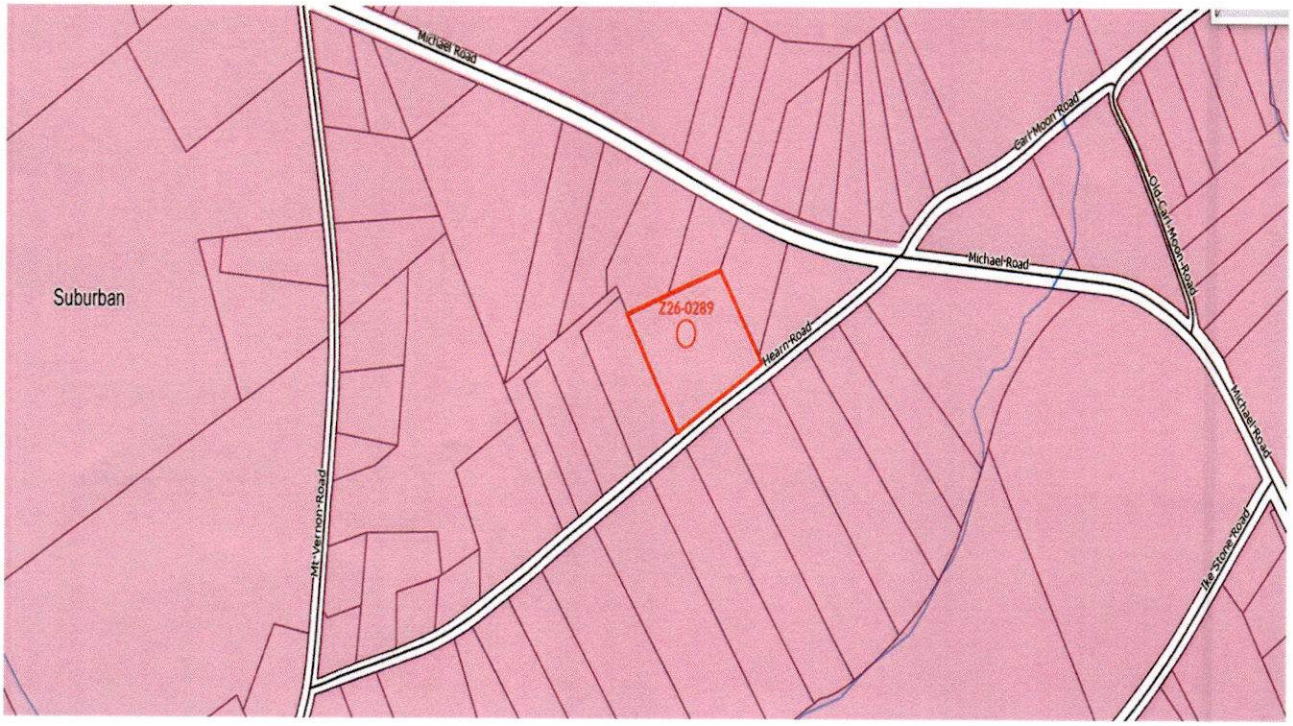

Carl Moon Road
Michael Road
Mt Vernon Road
Carl Moon Road
Old Carl Moon Road
Michael Road
Hearn Road
Michael Road
Mt Vernon Road

The surrounding properties are zoned A1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns:

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

Sheriff's Department: Sheriff's Department does not have a concern.

Water Authority: This area is served by an existing 8" diameter water main along Hearn Road (static pressure: 140 psi, Estimated fire flow: 1,050 gpm @ 20 psi). No system impacts anticipated.

Fire Marshall Review: Project shall comply with all codes and standards set forth by the Office of Commissioner of Insurance State Fire Marshal rules and Regulations, Walton County Minimum Ordinances and Standards, Life Safety Code and International Fire Code.

Hydrant shall be added to meet the minimum of 500' from all areas of the structure.

Fire Department Review: No impacts foreseen.

Board of Education: No impact on the School System.

GDOT: Will not require GDOT.

City of Loganville: No comment received.

City of Social Circle: No comment received.

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

PC ACTION 11/5/2026:

1. **Z26-0289 – Rezone 5.00 acres from A1 to A2 to create 3 buildable lots with one lot already having a house – Applicant: Amy Wade Potgieter/Owner: Estate of Alfred Meeks - property located at 3110 Hearn Road – Map/Parcel C1620083 - District 5**

Presentation: **Amy Wade, who lives at 1448 Finch Rd, presented the case. She stated that she is simply wanting to rezone this property from A1 to A2 on 5 acres to create three buildable lots, keeping one existing home in place.**

Tim Hinton stated that he has looked the site over and he has looked at Mrs. Wade's request and he certainly finds it to be well among others that they have allowed us to make similar improvements.

Speaking: No one

Recommendation: **Tim Hinton made a motion to recommend approval as submitted with a second by Josh Ferguson. The Motion carried unanimously.**

Rezone Application # Z26-0289

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

Planning Comm. Meeting Date 11-5-2026 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12-1-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C162 0083

Applicant Name/Address/Phone #

Amy Wade Potgieter
13 S. Center St
Winder, GA 30680
E-mail address
Phone # 678-859-4238

Property Owner Name/Address/Phone

John E Stell Jr. Administrator for Alfred Meeks
PO Box 644
Winder, GA 30680
(If more than one owner, attach Exhibit "A")
Phone # 770-867-7431 ext. 1

Location: 3110 Hearn Rd Requested Zoning A2 Acreage 5.00

Existing Use of Property: Vacant land with one house

Existing Structures: Yes - 1 house

The purpose of this rezone is Divide into 3 tracts - residential homes

Property is serviced by the following:

Public Water: X Provider: Walton County Well:

Public Sewer: Provider: Septic Tank: Y

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

Amy Wade Potgieter 9/23/26 $ 600.00
Signature Date Fee Paid

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

Comprehensive Land Use: Suburban ***DRI Required?*** Y ____ N /

Commission District: 5- Jeremy Adams Watershed: / TMP /

I hereby withdraw the above application ____ Date ____

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made $250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____yes ___✓___ no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.

_____

Signature of Applicant/Date

Check one: Owner_____ Agent___✓___

AUTHORIZATION
BY PROPERTY OWNER

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

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

Name of Applicant: Amy Wade Potgieter

Address: 13 S. Center St, Winder, GA 30680

Telephone: 678-859-4238

Location of Property: 3110 Harn Rd
Monroe, GA 30656

Map/Parcel Number: C162 0083

Current Zoning: A1 Requested Zoning: A2

Property Owner Signature

John E. Stell Jr

Print Name: Administrator of Alfred Meeks

Address: P.O. Box 644, Winder GA 30680

Phone #: 770-867-7431 ext. 1

Property Owner Signature

Print Name:

Address:

Phone #:

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

Notary Public

9-16-26
Date

DEDRA TURNER NOTARY PUBLIC BARROW COUNTY EXPIRES GEORGIA FEBRUARY 22, 2027

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

Nearby properties consist of land and lots of similar uses with newer homes being built as well as some older established homes in the area.

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

Under the current zoning the property would only yield one additional lot at best. We are asking to get two additional lots to maximize the potential use.

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

There will be no destruction of property value if the requested use is approved. We are asking to build single family homes on one plus acre lots which conform to the area

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

We are planning to build homes similar to what exists in the area and feel this is a gain to the adjoining property owners as well as the current owner of this property.

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

Our requested use is suitable to the area as it conforms with what exists there currently.

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

The property is occupied by one home which is currently lived in and is owned by an estate who wishes to sell. We are the contract buyer

Letter of Intent

Dear Members of the Planning Commission:

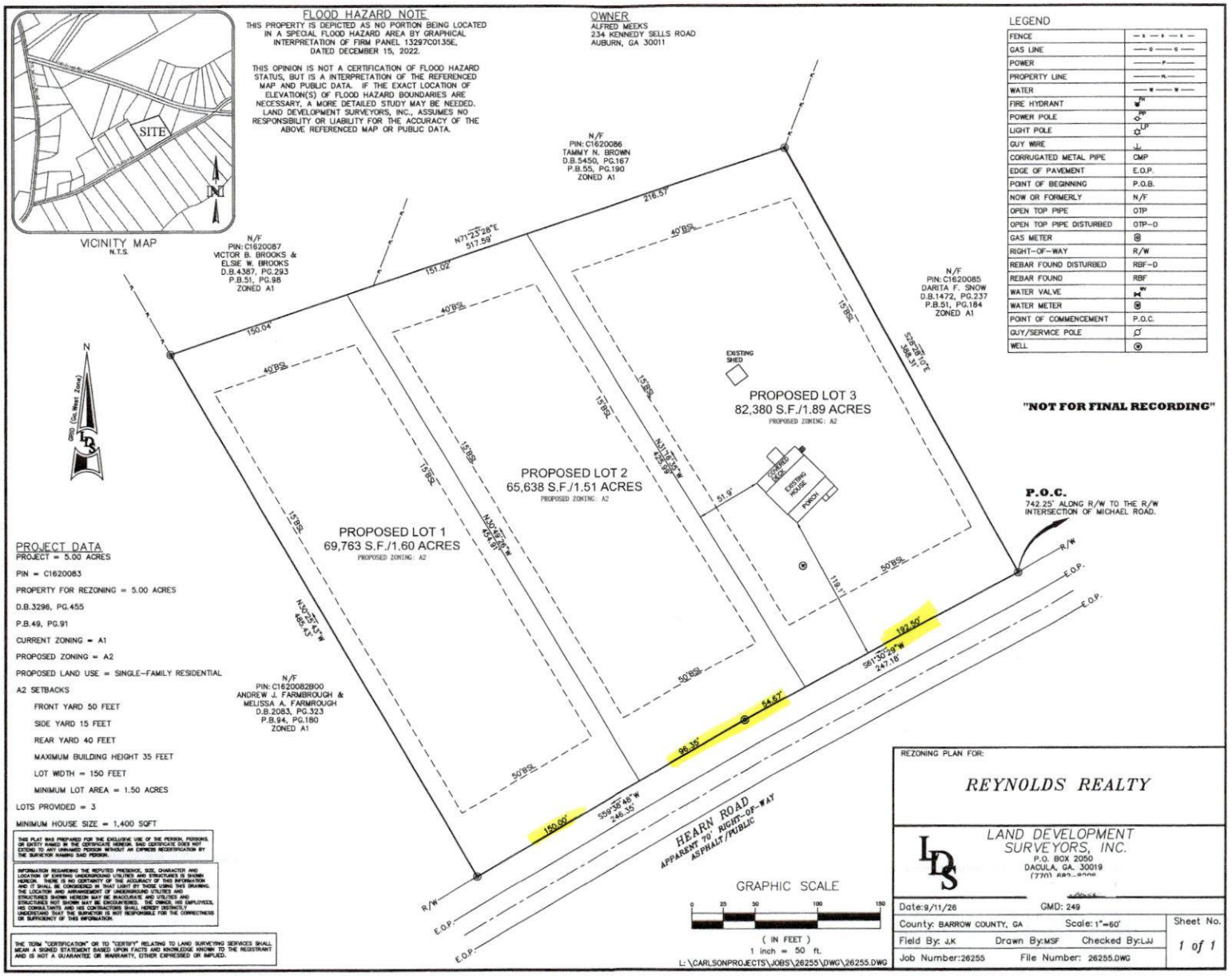
I am submitting this Letter of Intent in support of my request to rezone approximately 5 acres of property located in Walton County, Georgia, at 3110 Hearn Rd, Monroe, GA 30656 from A-1 to A-2.

The purpose of the requested rezoning is to allow the property to be divided into three residential lots, with each lot intended for the construction of a single-family home. The proposed development is intended to remain low-density and residential in character and is consistent with the rural/residential nature of the surrounding area.

Sincerely,



Amy Wade Potgieter


FLOOD HAZARD NOTE
THIS PROPERTY IS DEPICTED AS NO PORTION BEING LOCATED IN A SPECIAL FLOOD HAZARD AREA BY GRAPHICAL INTERPRETATION OF FIRM PANEL 13297C0135E, DATED DECEMBER 15, 2022.
THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS A INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. LAND DEVELOPMENT SURVEYORS, INC., ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.
OWNER
ALFRED MEEKS
234 KENNEDY SELLS ROAD
AUBURN, GA 30011
LEGEND
FENCE
GAS LINE
POWER
PROPERTY LINE
WATER
FIRE HYDRANT
POWER POLE
LIGHT POLE
GUY WIRE
CORRUGATED METAL PIPE
EDGE OF PAVEMENT
POINT OF BEGINNING
NOW OR FORMERLY
OPEN TOP PIPE
OPEN TOP PIPE DISTURBED
GAS METER
RIGHT-OF-WAY
REBAR FOUND DISTURBED
REBAR FOUND
WATER VALVE
WATER METER
POINT OF COMMENCEMENT
GUY/SERVICE POLE
WELL
SITE
VICINITY MAP
N.T.S.
N/F
PIN: C1620086
TAMMY N. BROWN
D.B.5450, PG.167
P.B.55, PG.190
ZONED A1
N/F
PIN: C1620087
VICTOR B. BROOKS &
ELSIE W. BROOKS
D.B.4387, PG.293
P.B.51, PG.98
ZONED A1
N/F
PIN: C1620085
DARITA F. SNOW
D.B.1472, PG.237
P.B.51, PG.184
ZONED A1
N/F
PIN: C1620082B00
ANDREW J. FARMBROUGH &
MELISSA A. FARMBROUGH
D.B.2083, PG.323
P.B.94, PG.180
ZONED A1
"NOT FOR FINAL RECORDING"
P.O.C.
742.25' ALONG R/W TO THE R/W INTERSECTION OF MICHAEL ROAD.
PROPOSED LOT 1
69,763 S.F./1.60 ACRES
PROPOSED ZONING: A2
PROPOSED LOT 2
65,638 S.F./1.51 ACRES
PROPOSED ZONING: A2
PROPOSED LOT 3
82,380 S.F./1.89 ACRES
PROPOSED ZONING: A2
EXISTING SHED
EXISTING HOUSE
PORCH
PROJECT DATA
PROJECT = 5.00 ACRES
PIN = C1620083
PROPERTY FOR REZONING = 5.00 ACRES
D.B.3296, PG.455
P.B.49, PG.91
CURRENT ZONING = A1
PROPOSED ZONING = A2
PROPOSED LAND USE = SINGLE-FAMILY RESIDENTIAL
A2 SETBACKS
FRONT YARD 50 FEET
SIDE YARD 15 FEET
REAR YARD 40 FEET
MAXIMUM BUILDING HEIGHT 35 FEET
LOT WIDTH = 150 FEET
MINIMUM LOT AREA = 1.50 ACRES
LOTS PROVIDED = 3
MINIMUM HOUSE SIZE = 1,400 SQFT
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.
THE TERM "CERTIFICATION" OR TO "CERTIFY" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
HEARN ROAD
APPARENT 70' RIGHT-OF-WAY
ASPHALT/PUBLIC
R/W
E.O.P.
GRAPHIC SCALE
0 25 50 100 150
(IN FEET)
1 inch = 50 ft.
L:\CARLSONPROJECTS\JOBS\26255\DWG\26255.DWG
REZONING PLAN FOR:
REYNOLDS REALTY
LAND DEVELOPMENT SURVEYORS, INC.
P.O. BOX 2050
DACULA, GA. 30019
Date: 9/11/26
GMD: 249
County: BARROW COUNTY, GA
Scale: 1"=60'
Sheet No.
Field By: J.K
Drawn By: MSF
Checked By: LJJ
1 of 1
Job Number: 26255
File Number: 26255.DWG

Planning and Development Department
Case Information

Case Number: LU26-0290 & Z26-0291

Meeting Dates: Planning Commission 11-05-2026

Board of Commissioners 12-01-2026

Applicant/Owner:
Alix P Julmis
403 Silvertop Drive
Grayson, Georgia 30017

Current Zoning: The current zoning is R1.

Request: Land Use Change from Suburban to Neighborhood Residential and Rezone 1.00 acre from R1 to R2 to have a 6 resident personal care home.

Address: 2955 Atkinson Road, Loganville, Georgia 30052

Map Number/Site Area: C0470047 – 1.00 acre

Character Area: Suburban

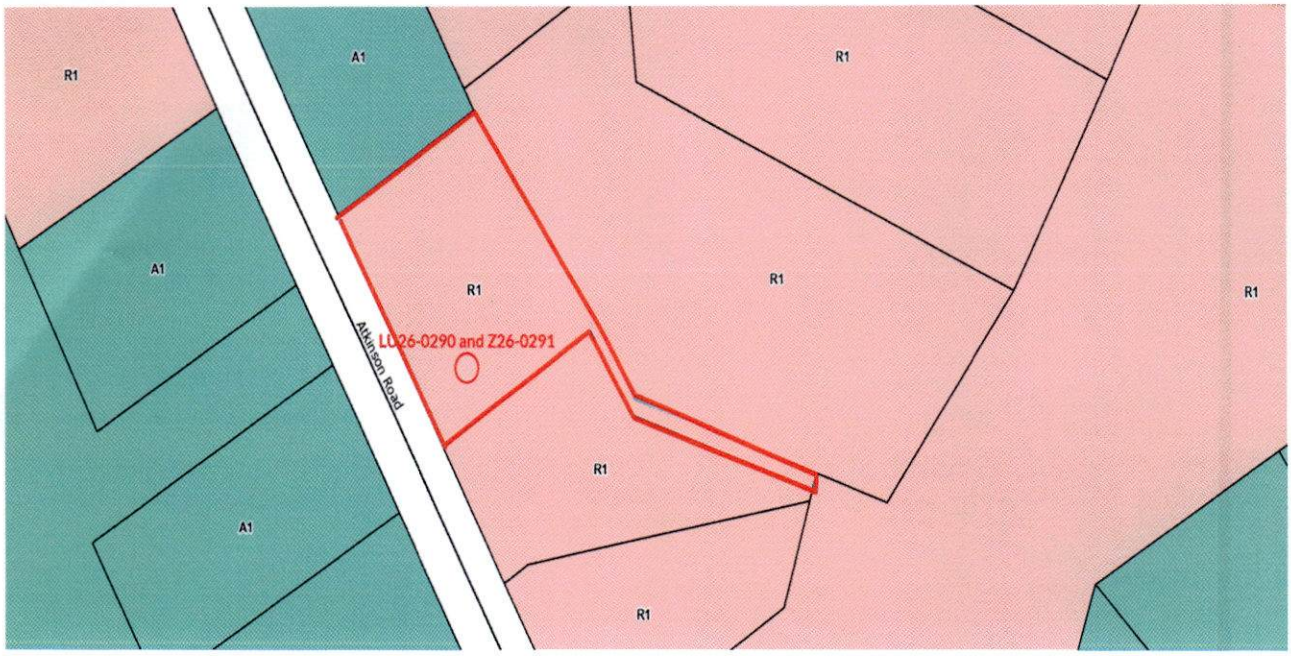
District 1 Commissioner- Amarie Warren Planning Commission – Josh Ferguson

Existing Site Conditions: The property contains a house and a storage building.


Highway 8
Tom Brewer Road
Tom Brewer Road
Tom Brewer Road
Tom Brewer Road
Linda Drive
Linda Drive
Linda Drive
Big Knight Road
Big Knight Road
Big Knight Road
Thoreau Court
Atkinson Road
Camelot Way
Camelot Way
Camelot Court
LU26-0290 and Z26-0291

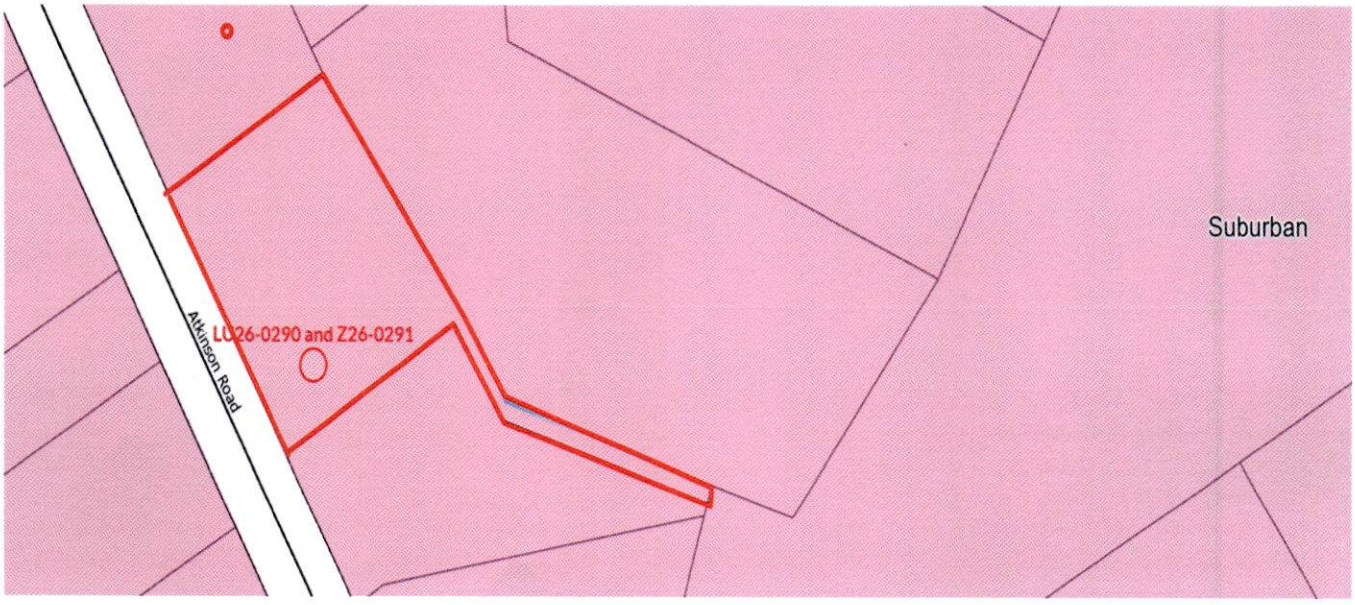

Atkinson Road
LU26-0290 and Z26-0291

The surrounding properties are zoned A1 and R1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History:

Z00865	Larry Garner	A-1 to R-1 Split 2 lots into 3 lots	C047-47,48,49 2955 & 2915 Atkinson Rd	Approved

Staff Comments/Concerns: **Applicant has a personal care home at this address for up to 3 residents. Environmental Health has approved the home for 6 residents due to the septic tank being sufficient to handle 6 residents.**

Applicant has a personal care home at 899 Pannell Road that was rezoned from R1 to R2 to be approved for 5 residents.

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

Sheriff's Department: **No concerns**

Water Authority: **This area is served by an existing 10" diameter water main along Atkinson Road (static pressure: 45 psi, Estimated fire flow: 2,500 gpm @ 20 psi). No system impacts anticipated.**

Fire Marshall Review: **Project shall comply with all codes and standards set forth by the Office of Commissioner of Insurance State Fire Marshal rules and Regulations, Walton County Minimum Ordinances and Standards, Life Safety Code and International Fire Code.**

Fire sprinkler system shall be completed and inspected before C.O. increase is considered.

Fire Department Review: **Increased fire and medical calls involving rescue of occupants.**

Board of Education: **No impact on the School System.**

GDOT: **Will have no affect on GDOT.**

City of Monroe: **No issues for the City of Monroe.**

City of Social Circle: **No comment received.**

City of Loganville: **No comment received.**

PC ACTION 11/5/2026:

1. **LU26-0290 and Z26-0291 – Land Use Change from Suburban to Neighborhood Residential and Rezone 1.00 acre from R1 to R2 to have a 6 resident personal care home – Applicant/Owner: Alix Julmis - property located at 2955 Atkinson Road – Map/Parcel C0470047 - District 1**

Presentation: Alex Julmis, who is the property owner of 2955 Atkinson Road, presented the case. Mr. Julmis stated that he is respectfully asking the board to approve his rezoning application and the associated area amendment to allow the property to operate as a personal care home serving up to six residents. He has been involved in residential care because he believes that adults who need assisted living deserve a safe, comfortable, and supportive place to call home. Families need an alternative for loved ones who can no longer live independently but do not necessarily require nursing home or hospital level care. His vision for 2955 Atkinson Road is to provide that type of environment. This property will remain a residential setting while residents will live in the home and receive assistance with daily activities, meals, medications management, personal care, supervision, and other support based on their individual needs. He stated that he wants to address an important concern, which is request infrastructure and safety. He has taken a step to ensure the property is appropriate for the requested compacity. Environmental Health has reviewed and approved the property for 6 residents. The required soil evaluation and drainage work have also been completed. This meaning the septic and environmental review has already been addressed for the 6 resident capacities. Mr. Julmis stated that he understands that approval of the rezone does not replace the other permits, inspections, and licensing requirement. He stated that he is committed to completing all applicable fire safety, building, health and state licensing requirement before operating to the approval capacity. Regarding neighborhood impact, this is not a retail business or a commercial facility that will generate continuous customer traffic. This is a residential care home. Traffic primarily consists of scheduled employe shifts, family visits, health care professionals, and occasional deliveries. The parking is managed on the property, the grounds are maintained, and the home remains a safe and attractive part of the neighborhood. His intention is to establish a responsible, sustainable operation that provides quality care and serves families in the community.

Josh Ferguson asked if Mr. Julmis was currently operating a personal care home at this location and Mr. Julmus stated that yes, this has been operating for 2 years already.

Josh Ferguson stated that there is a note regarding the sprinkler system and Mr. Julmus stated that yes, that has almost been completed for the 6 residents.

Robert Post stated that the permits from the Georgia Department of Community Health were just issued in September and the Occupational tax certificate from the county was issued in September also. So, you are going to go back and change all of that and Mr. Julmus stated yes that is correct.

Robert Post stated and of course also for the fire marshal's office because it was approved for maximum of three and Mr. Julmus stated that is correct.

Robert Post stated that in the drawing he presented it shows you have 6 residents plus the owner's room and bathroom. So, you have 5 bedrooms plus the owner's bedroom and Mr. Julmus stated yes.

Robert Post asked how he was going to have 6 residents and Mr. Julmus stated that there are 3 bedrooms and at the back there is one for the staff and then there is a bigger bedroom.

Robert Post asked if it was going to be like a bunk room and not individual rooms and Mr. Julmus stated yes.

Timothy Kemp asked if 6 would be the maximum and Mr. Julmus stated yes.

Chris Alexander asked if any of these residences are dementia patients or special needs patients that could possibly leave the property or escape the property and get out onto the street and Mr. Julmus stated that some are dementia patients.

Robert Post asked if there would be 1 caretaker there 24 hours and Mr. Julmus stated yes there are shifts. One comes 3 and half days and the other one comes 3 and half days.

Timothy Kemp asked what happens if there is an emergency and someone has to go with the patient to the hospital if it's only 1 staff and Mr. Julmus stated that when something like that happens and the resident has to go to the hospital, they call 911 and EMS comes and picks them up.

Tim Hinton stated that his mom was in a care facility and most of them have family members that will be helping them get there because they need the assistance so if they have to go to the hospital the first call is to the family and they would be taking their loved one to the hospital. The family goes, not a representative from your facility is that correct and Mr. Julmus stated that is correct.

Speaking: None

Rebuttal: No one

Recommendation: Josh Ferguson made a motion to approve and was seconded by Timothy Kemp. The Motion carried unanimously.

Character Area Map Amendment

Application # LU26-0290

Planning Comm. Meeting Date 11-5-2026 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm. Meeting Date 12-1-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0470047

Applicant Name/Address/Phone #	**Property Owner Name/Address/Phone**
Alix P. Julmis	Alix P. Julmis
403 Silvertop Dr	2955 Atkinson Rd
Grayson GA 30017	Loganville GA 30052
	(If more than one owner, attach Exhibit "A")
Phone # 516-303-6933	Phone # 678-261-7654

E-mail Address:

Location: 2955 Atkinson Rd Loganville GA Acreage 1.00

Existing Character Area: Suburban

Proposed Character Area: Neighborhood Residential

Is this a Major or Minor amendment to the plan? Major
Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA

Is the property located within a watershed protection overlay district?

Proposed Development: ____Single-family ____ Multi-family ____Commercial __yes__Industrial

Proposed Zoning:_____ Number of Lots: 1 Minimum Lot Size: 1.00 Acre

Public Sewer:_____ Provider:_____ Septic Tank: yes

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

Alix Julmis — Signature

10/05/2026 — Date

$ 300.00 — Fee Paid

Rezone Application # Z26-0291

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

Planning Comm. Meeting Date 11-5-2026 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12-1-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0470047

Applicant Name/Address/Phone #
Alix P. Julmis
403 Silvertop Dr. Grayson
516-303-6933

Property Owner Name/Address/Phone
Alix P. Julmis
403 Silvertop Dr. Grayson GA
516-303-6933
(If more than one owner, attach Exhibit "A")

Location: 2955 Atkinson Requested Zoning R-2 Acreage 1

Existing Use of Property: Single family Residential dwelling

Existing Structures: one single-family Residence and accessory structure shed garage

The purpose of this rezone is to allow the operation of a state-Licensed Personal care Home with a maximum of six (6) residents in Residential setting. The property will maintain its residential character and no major structural expansion is Proposed

Property is serviced by the following:

Public Water: ✓ Provider: _____ Well: _____

Public Sewer: ~~✓~~ Provider: Walton County Septic Tank: ✓

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

Signature _____ Date 10/5/2026 $ 400.00 Fee Paid

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

Comprehensive Land Use: Suburban ***DRI Required?*** Y _____ N ✓

Commission District: 1-Amarie Warren Watershed: ✓ TMP ✓

I hereby withdraw the above application _____ Date _____

Walton County
Planning and Development

126 Court Street, Annex 1, Monroe, Walton County, Georgia 30655
Phone: 7702671485

OCCUPATIONAL TAX CERTIFICATE

BUSINESS LICENSE NUMBER : 26-0237

Pursuant to the provisions of the Walton County Comprehensive Land Development Ordinance

CARING HANDS FAMILY LLC
2955 Atkinson Road, Loganville

Has been duly licensed by the County of Walton to engage in the business of:

Personal Care Home
3 RESIDENTS

Description, Limitations, Notes: Personal Care home - 3 residents

The Issuance of an Occupational Tax Certificate shall not be interpreted that such business is in compliance with State or Federal Statuses and Regulations or Deed Covenants.

*****POST THIS CERTIFICATE IN A CONSPICUOUS LOCATION*****
THIS LICENSE IS NOT TRANSFERABLE AND IS SUBJECT TO BE REVOKED IF ABUSED

Tracie Malcom
Tracie Malcom
Zoning Specialist

PLANNING & DEVELOPMENT
OCCUPATIONAL TAX CERTIFICATE
WALTON COUNTY, GA

EFFECTIVE DATE
September 10, 2026

EXPIRATION DATE
September 10, 2027

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

STATE OF GEORGIA
PERSONAL CARE HOME PERMIT

This is to certify that a permit is hereby granted to

Caring Hands Family LLC
(Name of Governing Body)

to maintain and operate a Personal Care Home with a capacity of 3 named as Caring Hands Family LLC
(Name of Facility)

Said facility and premises are located at 2955 Atkinson Road
(Street)

in Loganville (City or Town) 30052 (Zip Code), County of Walton, Georgia.

This permit is effective 9/2/2026, and remains in effect unless revoked or suspended.

"This permit is granted pursuant to the authority vested in the Department of Community Health pursuant to O.C.G.A. 31-7-3 and signifies that its facilities and operations comply with the Rules and Regulations of the Department of Community Health on the date this permit was issued."

THIS PERMIT IS NOT TRANSFERABLE

Permit No: PCH045528

In Witness Whereof, we have hereunto set our hand this 3 rd day of September, 2026.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

Anthony A. Moss

Anthony A. Moss, Executive Director

Application checklist:

Name of Home: Caring Hands Family PCH

Address: 2955 Atkinson Rd Loganville GA 30052

Manager of Facility: Alix P. Tulmis

24 hr. contact Name and Phone #: Alix Tulmis
516-303-6933

(Information must be kept current)

Number of Residents: 6

✓ 1. Provide copy of Proof of Ownership for the property or a copy of the Lease Agreement (notarized)

✓ 2. A scaled floor sketch (including labeling of the rooms, room measurements, location of all doors, windows and bed placement for residents, family and staff)

_____ 3. Written approval for water source and sewage disposal system

✓ 4. Electrical Service Inspection Report with no violations or hazards identified from a Georgia licensed electrician.

✓ 5. HVAC Inspection Report with no violations or hazards identified from a Georgia licensed HVAC Contractor.

_____ 6. Fire Alarm Installation Affidavit of Installation.

_____ 7. Fire Suppression System Affidavit of Installation.

All items listed above must be submitted to the department in order to obtain an Evaluation Permit.

The cost of the permit is $50.00. Applicant calls 770-267-1485 prior to 3:00pm to request a Fire Safety Inspection the next business day Monday - Thursday.

All Safety Code Requirements listed on page 3 must be completed prior to scheduling an inspection.

Prior to the issuance of an Occupational Tax Certificate (business license) the Fire Safety Inspection must be approved and a copy of the state license must be submitted.

Water and Septic Tank Report Form

Water and sewage systems must meet applicable federal, state and local standards or regulations. This report should be completed by the County Environmentalist from the County Public Health Department in which the residence is located. The form should be included in your application package submitted to HFR.

To be completed by applicant:

Home Name: Caring Hands Family LLC

Address: 2955 Atkinson Rd City: Loganville

County; Walton Telephone: 516-303-6933

To be completed by the County Environmentalist:

WATER (Check only one):

✓ The home's water supply is from an approved source.

_____ The home's well has been tested and the report is attached.

SEWAGE (Check only one):

_____ The home is connected to a public or county sewage disposal system.

✓ The home is served by an on-site sewage system adequate for proposed use for 1employee and 6 residents.
(Maximum number of residents)

County Environmentalist: Lem Raba

Print Name Signature: Walker Rabun Date: 1/29/26

Walton County Fire Rescue
Certificate of Occupancy

Occupancy Classification

Personal Care Home

Caring Hands Family

2955 Atkinson Rd
Loganville, GA 30052

Area of Building Covered

2400 Sq Ft.

Construction Type

VB

Ordinary

This certificate of occupancy certifies that the building hereon has met the minimum fire safety requirements set forth by Walton County Fire Marshal's office.

Maximum Occupant Load

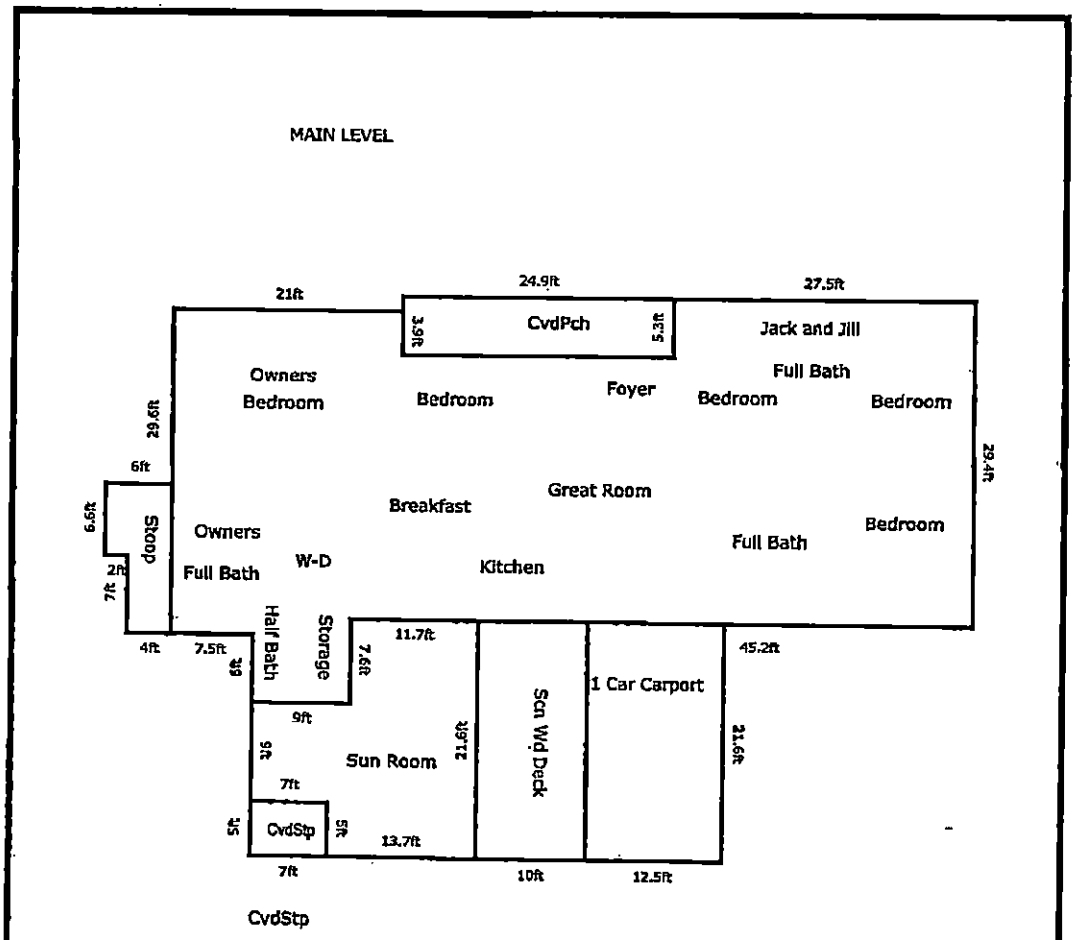
3 Residents
1 Staff

Issue Date
06/25/2026

Fire Marshal
Jonathan Fuqua
Jonathan Fuqua

Building Sketch

Borrower	Alix Julmis				
Property Address	2955 Atkinson Rd				
City	Loganville	County Walton	State GA	Zip Code 30052	
Lender/Client	United Wholesale Mortgage				



TOTAL Sketch by a la mode

Area Calculations Summary

		Calculation Details
Living Area		
First Floor	2077 Sq ft	29.4 × 27.5 = 808.5 24.1 × 24.9 = 600.1 21 × 28 = 588 7.6 × 9 = 68.4 1.6 × 7.5 = 12
Total Living Area (Rounded):	**2077 Sq ft**	
Non-Living Area		
Stoop	67.6 Sq ft	6 × 6.6 = 39.6 7 × 4 = 28
Sun Room	343.7 Sq ft	9 × 7 = 63 13.7 × 14 = 191.8 7.6 × 11.7 = 88.9
Covered porch	132 Sq ft	24.9 × 5.3 = 132
Screened Dock	216 Sq ft	10 × 21.6 = 216
1 Car Carport	270 Sq ft	12.5 × 21.6 = 270
Cvd Stoop	35 Sq ft	7 × 5 = 35

Character Area	Description of Character Area	Zoning Allowed	Appropriate Land Uses
Conservation	Undeveloped land to be limited from development pressures due to sensitive environmental conditions and natural resource protection	A, A1, A2, (OSC), (GS)	Agriculture, Forestry, Low-Density Residential, Conservation, Parks and Outdoor Recreation
Rural Residential and Agriculture	Undeveloped land likely to face development pressures for low-density residential land	A, A1, A2, MHP, (OSC), (GS)	Residential, Agriculture, Public, Outdoor Recreation
Suburban	Planned to accommodate the majority of new residential growth	A, A1, A2, R1, MHP, B1, (OSC), (GS)	Residential, Agriculture, Public, General Recreation (Rec. Sports and Outdoor Rec.), Mixed Use
Neighborhood Residential	Traditional residential development with neighborhood- scale businesses located throughout	A, (R1), (R2), (R3), O-I, (TC), B1, B2,	Residential, Commercial, Agriculture, Public, General Recreation (Rec. Sports and Outdoor Rec.), Mixed Use
Village Center	Focal point/activity center with retail, service, office, high-density housing, and public/open space.	R1, R2, R3, B1, O-I, TC	Mixed-use, Residential, Public, General Recreation, (Rec Sports and Outdoor Rec) Office, Commercial
Employment Center	Larger-scale commercial, including light industry, office, retail, and services	B1, B2, B3, OI, M1, M2, MUBP, SSBP	Commercial, Office, Industry
Highway Corridor	Accommodates commercial and industrial development; appropriate for major thoroughfares.	A, B1, B2, B3, O-I, M1, M2, MUBP,	Commercial, Office, Industry, Public, Agriculture

I pulled your Personal Care Home paperwork from Environmental Health and it shows 1 employee and 6 residents.

I contacted the Fire Marshal to let him know you were applying for a Rezone. The Fire Marshal said that the only remaining task was to finish the fire sprinkler work. You would need to get an evaluation for his CO changing from 3 to 6.

--

Tracie Malcom
Zoning Specialist
Walton County Planning & Development
126 Court Street, Annex 1
Monroe, GA 30655

Character Area Map Amendment Form.pdf
21K

Property at 899 Pannell Rd. now owned by: Alix Julmis (Personal Care Home)

RESOLUTION OF NOTICE FROM THE WALTON COUNTY BOARD OF COMMISSIONERS

WHEREAS, the petition filed with the Planning Commission/Board of Commissioners:

1. Rezone Z19110009– Rezone 2.00 acres from R1 to R2 to increase personal care home capacity to 5 residents – Applicant/Owner: Kathryn Reed – Property located on 899 Pannell Rd-Map/Parcel C1360019C00 – District 5.

Said case was duly advertised by publishing notice thereon in the Walton Tribune, a newspaper of local circulation 15 days prior to the holding of a public hearing as required, and

WHEREAS, by the terms of said publication the public has been notified that the Planning Commission/Board of Commissioners would proceed to hear and determine the petition filed with said Board, and

WHEREAS, the Planning Commission conducted a public hearing on said petition on **JANUARY 9, 2020.** The **Planning Commission** having listened to evidence both from those in favor of said rezone, and from those in opposition of said rezone hereby recommends **Approval.**

WHEREAS, the Board of Commissioners conducted a public hearing on said petition on **FEBRUARY 4, 2020.** The **Board of Commissioners** having listened to evidence both from those in favor of said rezone, and from those in opposition of said rezone hereby order that the application be **Approved.**

Under the provision of the Walton County Land Development Ordinance of 1973 as amended.

Approvals are subject to any citizen's right to appeal)

Article 4, Board of Commissioners, Part 4

THIS DECISION RENDERED THE **4TH DAY OF FEBRUARY, 2020** WALTON COUNTY BOARD OF COMMISSIONERS.

Attest: _____ Date: 3-10-2020
Assistant Director, WC Planning & Development

Walton County
Planning and Development

126 Court Street, Annex 1, Monroe, Walton County, Georgia 30655
Phone: 7702671485

OCCUPATIONAL TAX CERTIFICATE

BUSINESS LICENSE NUMBER : 63343

Pursuant to the provisions of the Walton County Comprehensive Land Development Ordinance

MAGE CARING HANDS LLC

899 PANNELL RD, MONROE

Has been duly licensed by the County of Walton to engage in the business of:

Personal Care Home

More than 3

Description, Limitations, Notes:

The Issuance of an Occupational Tax Certificate shall not be interpreted that such business is in compliance with State or Federal Statuses and Regulations or Deed Covenants.

*****POST THIS CERTIFICATE IN A CONSPICUOUS LOCATION*****

THIS LICENSE IS NOT TRANSFERABLE AND IS SUBJECT TO BE REVOKED IF ABUSED

Tracie Malcom
Zoning Coordinator

PLANNING & DEVELOPMENT
OCCUPATIONAL TAX CERTIFICATE
WALTON COUNTY GA

EFFECTIVE DATE
June 16, 2022

EXPIRATION DATE
December 31, 2025

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made $250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____yes ___✓___ no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.



3/2/26

Signature of Applicant/Date

Check one: Owner ✓ Agent_____

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

Surrounding properties consist primarily of single-family residential homes agricultural residential uses. The requested R-2 zoning is consistent with nearby residential zoning classifications

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

The current zoning does not allow the proposed residential care use. The requested rezoning will allow reasonable use of the property while maintaining residential character and protecting property values.

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

The proposal use promotes public welfare by providing needed residential care services within Walton County. The facility will comply will all state and local safety regulations including fire and life safety standards

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

Approval will provide community-based housing for elderly or disabled residents while imposing minimal impact on surrounding properties. Denial will limit reasonable residential use of the property.

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

The property is suitable for residential use due to its existing single-family structure adequate lot size and compatibility with surrounding residential properties.

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

If occupied the property is currently improved with a residential structure and is not vacant
If vacant the properties has remained residential and suitable for adaptive residential use.

Letter of Intent
Re: Rezoning Request to R-2
2955 Atkinson Rd, Loganville, GA 30052
Parcel No.: C0470047

To the Honorable Members of the Planning Commission and Board of Commissioners,

I respectfully submit this Letter of Intent in support of my request to rezone the property located at 2955 Atkinson Road, Loganville, Georgia, to R-2.

The purpose of this rezoning is to allow the operation of a small, state-licensed Personal Care Home limited to a maximum of six (6) residents. This type of residential care setting functions similarly to a single-family household and is intentionally designed to maintain the quiet, low-density character of the neighborhood.

The proposed home will:

- Operate within the existing residential structure
- Maintain the exterior appearance of a single-family residence
- Generate traffic comparable to a typical household
- Comply fully with Georgia state licensing requirements
- Meet all Walton County fire safety and building compliance standards

There will be no commercial signage, no structural expansion altering neighborhood character, and no increase in density beyond what is reasonable for residential use.

Walton County, like many communities, has a growing need for smaller, community-based residential care options that allow elderly and disabled residents to live in a safe, home-like environment rather than in larger institutional settings. This request supports that need while preserving surrounding property values and neighborhood integrity.

The property is well-suited for this use due to its residential layout, lot size, and compatibility with surrounding properties. The proposed rezoning represents a reasonable and balanced use of the land that benefits the public while maintaining the character of the area.

I respectfully request your favorable consideration of this application.

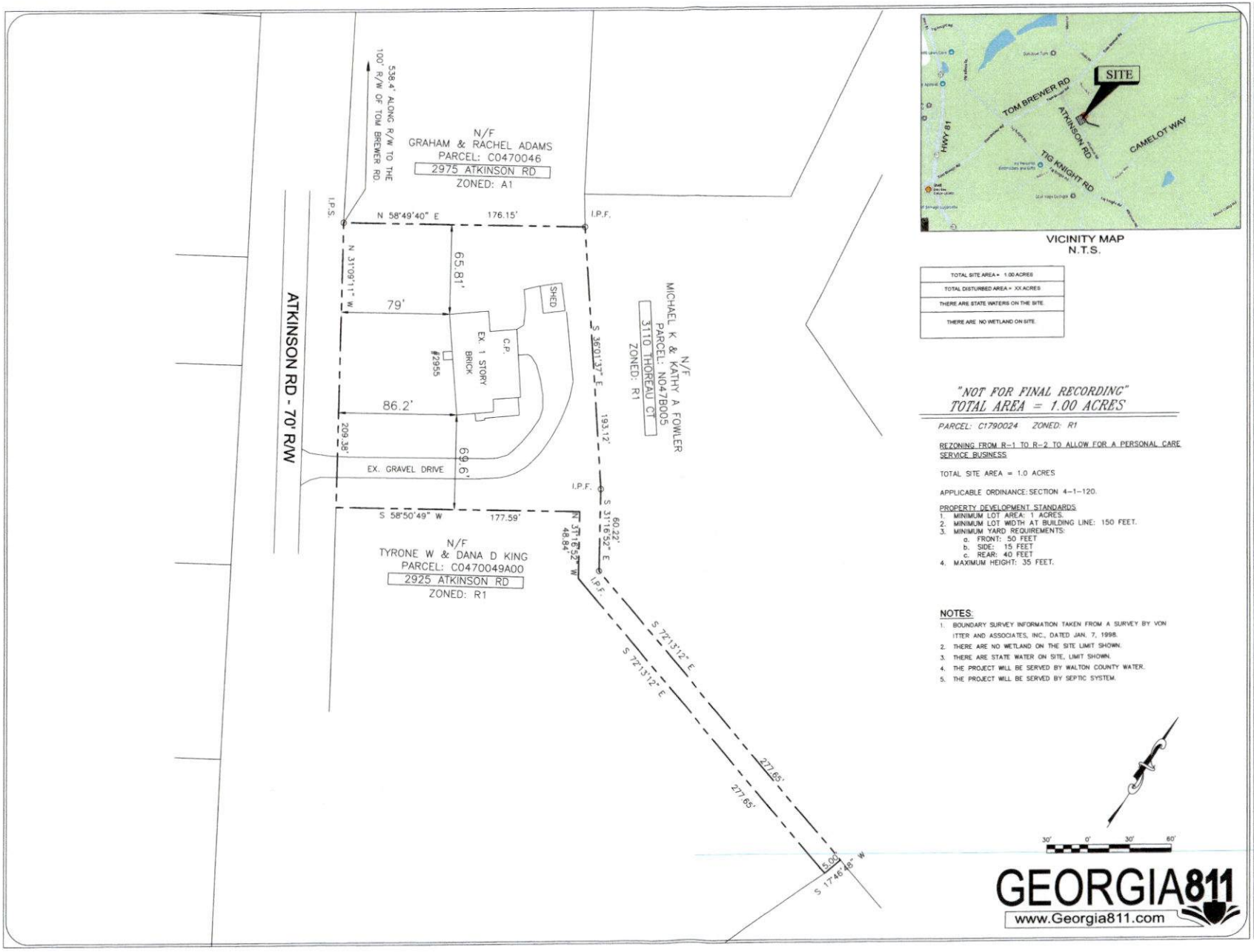
Thank you for your time and service to Walton County.

Sincerely,

Alix Julmis

516-303-6933

Date: 3/2/2026



VICINITY MAP
N.T.S.

TOTAL SITE AREA = 1.00 ACRES
TOTAL DISTURBED AREA = XX ACRES
THERE ARE STATE WATERS ON THE SITE.
THERE ARE NO WETLAND ON SITE.

"NOT FOR FINAL RECORDING"
TOTAL AREA = 1.00 ACRES

PARCEL: C1790024 ZONED: R1

REZONING FROM R-1 TO R-2 TO ALLOW FOR A PERSONAL CARE SERVICE BUSINESS

TOTAL SITE AREA = 1.0 ACRES

APPLICABLE ORDINANCE: SECTION 4-1-120.

PROPERTY DEVELOPMENT STANDARDS:
1. MINIMUM LOT AREA: 1 ACRES
2. MINIMUM LOT WIDTH AT BUILDING LINE: 150 FEET.
3. MINIMUM YARD REQUIREMENTS:
   a. FRONT: 50 FEET
   b. SIDE: 15 FEET
   c. REAR: 40 FEET
4. MAXIMUM HEIGHT: 35 FEET.

NOTES:
1. BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY VON ITTER AND ASSOCIATES, INC., DATED JAN. 7, 1998.
2. THERE ARE NO WETLAND ON THE SITE LIMIT SHOWN.
3. THERE ARE STATE WATER ON SITE, LIMIT SHOWN.
4. THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER.
5. THE PROJECT WILL BE SERVED BY SEPTIC SYSTEM.

30' 0' 30' 60'

GEORGIA811
www.Georgia811.com

A. C.
ALCOVY CONSULTING ENGINEERING AND ASSOCIATES, LLC.
P.O.C. TIP HUYNH, P.E.
485 Edwards Rd.
Oxford, Georgia 30054

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GEORGIA REGISTERED PROFESSIONAL ENGINEER TIP VAN HUYNH

SITE PLAN

PROPOSED CARING HANDS FAMILY

PARCEL: C0470047
LAND LOT: 148
DISTRICT: 4TH
2955 ATKINSON RD.
WALTON COUNTY, GA

DATE: 3/6/2026
SCALE: 1"=30'

OWNER / DEVELOPER/ PRIMARY PERMITTEE
ALIX P. JULMIS
2955 ATKINSON RD
LOGANVILLE, GA 30052

24 HOUR - EMERGENCY CONTACT
ALIX JULMIS

REVISIONS

NO.	DATE	DESCRIPTION

JOB No. # 26-020
RZ-1

Planning and Development Department
Case Information

Case Number: LU26-0297 & Z26-0298

Meeting Dates: Planning Commission 11-05-2026

Board of Commissioners 12-01-2026

Applicant:
Reliant Homes GA, LLC
P.O. Box 200
Monroe, Georgia 30655

Owner:
MFT Land Investments, LLC
P.O. Box 200
Monroe, Georgia 30655

Current Zoning: Parcel C0750131 is B2 & R1 and Parcel C0750018 is A1.

Request: Land Use Change from Employment Center to Suburban and Rezone on Parcel C0750131 from B2 & R1 to R1OSC and Rezone Parcel C0750018 from A1 to R1OSC for a 179-lot residential subdivision.

Address: C0750131 – Highway 78, Monroe, Georgia 30655

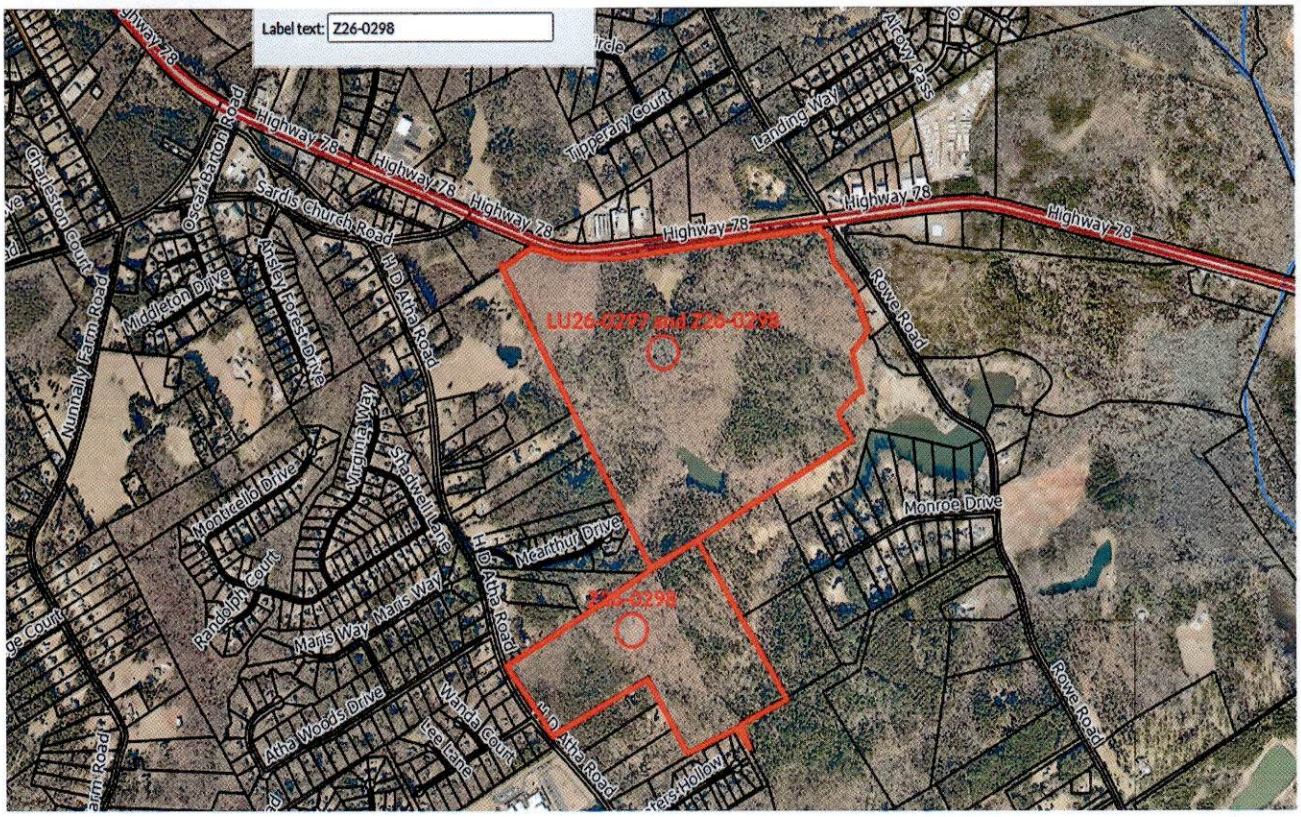
C0750018 – H D Atha Road, Monroe, Georgia 30655

Map Number/Site Area: C0750131 – 188.42 acres and C0750018 – 73.54 acres

Character Area - C0750131 is Employment Center and C0750018 is Suburban

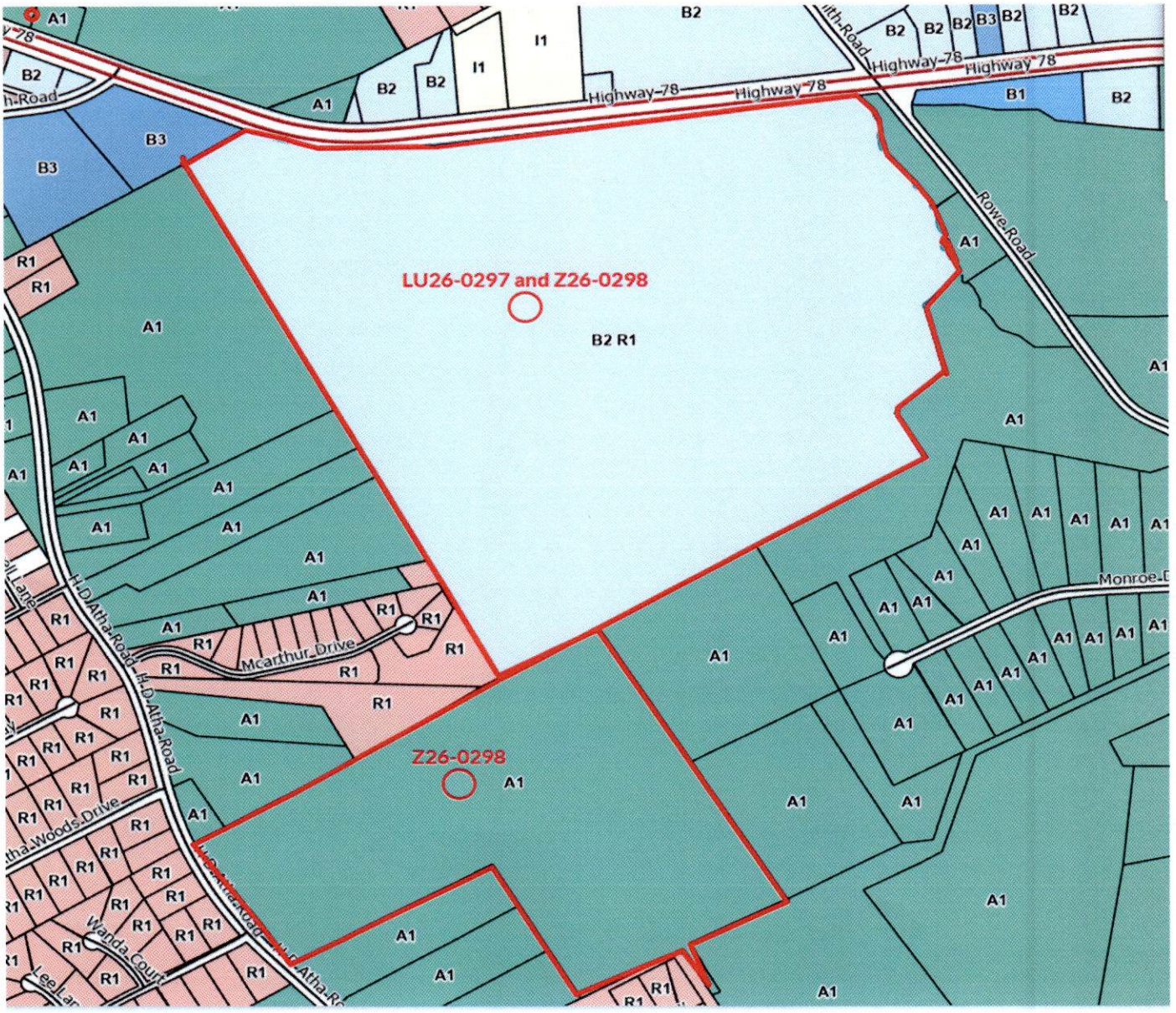
District 3 Commissioner- Timmy Shelnutt Planning Commission – Robert Post

Existing Site Conditions: The properties are vacant.


Label text: Z26-0298
Highway 78
Tipperary Court
Landing Way
Arrow Park
Sardis Church Road
Oscar Banton Road
Charleston Court
Nunnally Farm Road
Middleton Drive
Kinsley Forest Drive
H D Atha Road
Rowe Road
LU26-0297 and Z26-0298
Virginia Way
Shadowlawn Lane
Monticello Drive
Randolph Court
Mcarthur Drive
Monroe Drive
Maris Way
Atha Woods Drive
Wanda Court
Iceplant
Deer's Hollow

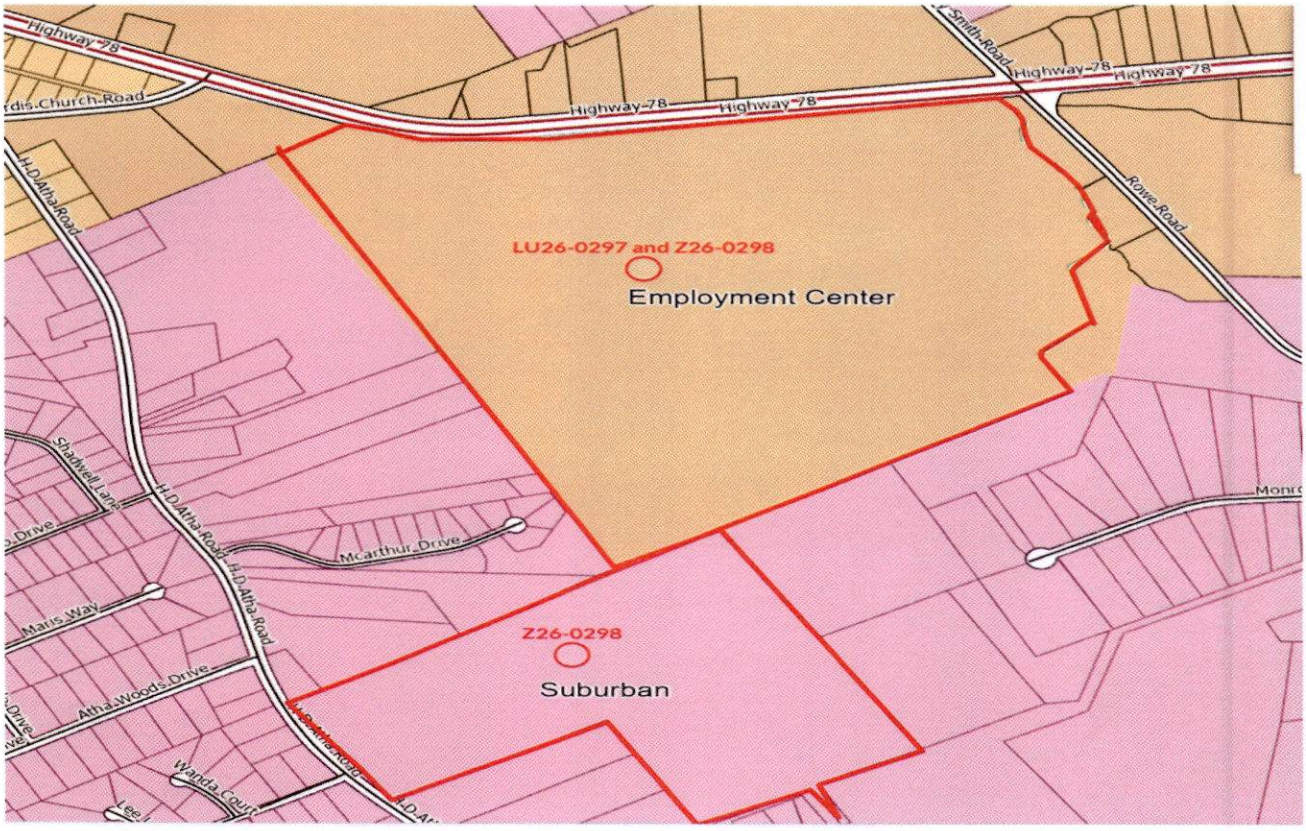

Highway 78
Rowe Road
LU26-0297 and Z26-0298
Mcarthur Drive
H D Atha Road
Z26-0298
Wanda Court
Hollow

The surrounding properties are zoned A1, R1, B2 and I1 (M1).



The property is not in a Watershed Protection Area.

The Future Land Use Map Parcel C0750131 is Employment Center and Parcel C0750018 is Suburban.



History:

Z02060015	Maxie Price & Scott Price	A-1 to B-2 48.7 R-1 PUD 146.14 Res. Pud & Comm	C075-131-140 US Highway 78	Approved w/Conditions

Conditions: The Rezone with B-2 lots 1, 2 & 3 providing a 100 ft. undisturbed buffer, glare shielding on the streetlights on those same lots, fencing the cemetery with a 20 ft. access, traffic circles at 1,000 ft. intervals, no access from the B-2 lots to the residential streets, B-2 lots 1, 2 & 3 to O & I only and only three cuts allowed on Hwy 78.

Staff Comments/Concerns:

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

Sheriff's Department: The addition to new homes will increase public safety calls for service and ultimately drive the need for additional public safety staffing.

Water Authority: This area is served by an existing 10" diameter water main along Highway 78 (static pressure: 75 psi, Estimated fire flow: 2,500 gpm @ 20 psi) and an existing 8" diameter water main along HD Atha Road (static pressure: 75 psi, Estimated fire flow: 2,500 gpm @ 20 psi). A new 8" water main will be required to distribute water within the development.

Fire Marshall Review: Project shall comply with all codes and standards set forth by the Office of Commissioner of Insurance State Fire Marshal rules and Regulations, Walton County Minimum Ordinances and Standards, Life Safety Code and International Fire Code.

Potential 79 homes to be blocked due to fire activities at the roundabout section of the entrance. Variance may be needed from The State Fire Marshal's office for approval of this design.

Fire Department Review: Increased fire and medical calls.

10/23/2026 Amended Comments from Fire Marshal and Fire Department:

LU26-0297 & Z26-0298

Fire Marshal Review

Project shall comply with all codes and standards set forth by the Office of Commissioner of Insurance State Fire Marshal rules and Regulations, Walton County Minimum Ordinances and Standards, Life Safety Code and International Fire Code.

***Fire Marshal to remove the verbiage below due to mistake in the entrances. ***

~~Potential for 79 homes to be blocked due to fire activities at the roundabout section of the entrance. Variance may be needed from The State Fire Marshal's office for approval of this design.~~

Fire Department Review

Increased fire and medical calls

Board of Education: May require an increase of more school teachers, classrooms and transportation.

GDOT: *Limited access on US78 here, no driveways will be allowed on US 78. Traffic Study will be required to determine impacts.*

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

City of Social Circle: No comment received.

City of Loganville: No comment received.

PC ACTION 11/5/2026:

1. **LU26-0297 and Z26-0298 – Land Use Change from Employment Center to Suburban and Rezone 188.42 acres of Parcel C0750131 from B2&R1 to R1OSC and Rezone 73.54 acres of Parcel C0750018 from A1 to R1OSC for a 179-lot residential subdivision – Applicant: Reliant Homes GA, LLC/Owner: MFT Land Investments, LLC - properties located on Hwy 78 and HD Atha Road – Map/Parcels C0750131 and C0750018 - District 3**

Presentation: Ned Butler, who lives at 200 Michael Edcheson Rd, represented both the applicant and landowner. Mr. Butler stated that they are requesting to rezone about 262 acres into a 179-lot subdivision which would be leaving 90 acres of open space with the density being 1 lot for every 1.46 acres. There is 188 acres that they are requesting change in the future land use map from Employment Center to Suburban so that it will fit in a R1OSC zoning. The future land use map is currently laid out as Employment Center meaning they could go anywhere from B1 to M2. They are requesting in essence a downgrade to a less dense character area map to go down to Suburban and allow for this subdivision. The 188 acres fronts highway 78. There will be 2 entrances on Highway 78. This is a 4-lane divided highway in this area. The entrances would be right in and right-out entrance access points. The 73 acres that is currently zoned agriculture fronts Highway 78 and they would connect a road through H D Atha which would have left and right turn access. He stated that he is aware of comments coming in from the community regarding traffic concerns and they would complete a full traffic study with intersection control evaluations which are required by Georgia Department of Transportation with the access points to Highway 78. They would be having that traffic study done during the school year, so they are capturing the traffic that flows down H D Atha Road during school pickup and drop off. That would then tell them what types of entries are required as far as decel lanes, which the county is going to require anyway and whether a left turn lane would be required here at H D Atha. They have shared a concept plan with GDOT, but they have not applied due to the pending rezone approval which would require the full traffic study anyway. The only comments they have gotten back from GDOT at this point are whether they will allow the 2 entrances they are proposing or whether they will reduce them down to one entry point. On the Highway 78 portion there is an amenity area proposed as you come into the subdivision on the left which will include pickleball, cabana, pool, playground, and various other amenities that will fit on this parcel. Mr.

Butler stated that he did a little bit of research on final plats on public record. Wood Lake, what he would find in final plats, not including the golf course, is 292 acres with 300 lots so just under one lot for every acre. Hunters Hollow on H D Atha is 19 lots per 19 acres which is one lot per acre. Emerald Points is 25 lots for 25 acres, again one lot per acre. The Oaks at Alcove, which was most recently developed, was on Highway 138. That was 41 lots on 42 acres. Avery Walk, almost across from The Oaks at Alcovy on H D Atha is 11 lots on 11.66 acres. Thompson Trace is 15 lots on 16 acres. Jefferson Plantation is 121 lots on 132 acres. Dutch Mill is 28 lots on 32 acres which was the lowest density of 1.16 acres. Just to remind you, we are presenting 179 lots on 262 acres so that's a proposed density of 1.46 acres. So, I think we fit within the character area of Suburban. They are asking for less density than the code allows, and they are proposing less density than the subdivisions of the surrounding areas.

Robert Post asked if with this size of complex, will they be building it all at once and Mr. Butler stated that this size project will be done in multiple phases. It won't be just two phases and to be honest, with the current pace of sales, it may take eight to ten years before we see 179 lots developed and sold.

Robert Post asked if all the roadways would be done at the same time and Mr. Butler stated that no, they would start on one side and work their way through. The one thing that would be required is once they go over 100 lots, the code requires two access points. If they start on Highway 78, they will go through H D Atha to get to those first 100 lots.

Robert Post asked if the amenities would be built for the first phase also and Mr. Butler stated that it depends on whether they come in on 78 or H D Atha

Robert Post asked so if it does not come in off H D Atha then when and Mr. Butler stated that it would be in phase 1 or phase 2. Also, one other thing to consider with the amenities is if they do a 50-lot phase vs a 100-lot phase the HOA would be having to pay for that amenity would be taken into consideration. We try to get to 100 lots before they put the expense of operating an amenity on an HOA.

Tim Hinton asked if he could tell us what their plans would be for any of the disturbed area along a county right of way or Highway 78 for the disturbed areas of the entries and what are the plans.

Mr. Butler stated that at the access points on Highway 78 and H D Atha they will do a landscape plan and entrance monuments. They will do shrubs, bushes, sod, and fencing just to dress it up and make it look nice. This area is wooded so all they will clear is what is required for the decel lanes and the entry points. There is a 100 ft non-disturbed buffer so the pine trees that are currently there will remain there with them being preserved as open space. There is also a 100 ft non-disturbed buffer on the H D Atha side. The only disturbance they will do is what is required for the entry points, and they will be landscaped back.

Timothy Kemp stated that he mentioned a traffic study is he going to be doing during school hours and did he consider the work hours also when people are going and coming to and from work and Mr. Butler stated that they will do a traffic study all day, he was just saying they will do it also during the school year.

Robert Post stated that regarding schools, he knows a lot of issues come about when you have that many houses and have, they thought about what the impact on the schools it's going to be and spoke with the board of education

Mr. Butler stated that yes, he pulled the enrollment numbers for the last 4 years from 2022 until 2026 and the Atha Road Elementary school enrollment has decreased from a high of 836 in 2022 and now 707 students. So, enrollment numbers have been going down at Atha Rd Elementary as well as Youth Middle which Atha Road would go to Youth Middle. The Walton County district has decreased enrollment numbers is down just over 344 students over the past 2 years.

Timothy Kemp asked if that included the foothills school also and Mr. Butler stated that no this is for Walton County public schools. He does not believe this includes private school enrollment.

Mark Banks asked which high school this would go to, and Mr. Butler stated that this would go to Walnut Grove High School.

Speaking: Jeffery Dobski who lives at 1408 Virginia Way in the Jefferson Plantation Subdivision spoke and stated that H D Atha has grown a considerable amount in the last several years. There is an issue with the road being grossly underdeveloped as it is. Anybody in the area knows that Sardis Church and H D Atha intersection configuration really needs to be redone and creates a lot of bottle necks when Sardis Church is going out to Highway 78. A couple months ago when he was coming up northbound on H D Atha during school hours, he had to stop and not move because the car in front of him was turning left into the school and there was no more room in the parking lot. As far as what Mr. Butler is saying about the school's density and how many people there are, he must sit there and wait until people are allowed to move throughout the parking lot. The area is developing quickly, and he thinks it will need a lot of impact studies. The biggest thing he is opposed to is the entrance being on H D Atha Road. If there are 2 cars per home that is 358 additional cars that would be coming onto that road. His wife told him that morning that she was turning northbound and it took her 8 minutes to safely turn out of there subdivision safely. There is also the issue of semi-trucks using it as a cut through even though it is a 100% residential road. From Youth Jersey all the way to Sardis Church Rd, all the new developments that they have out there, there is no left turn lanes anywhere into any of those subdivisions. There are only decel lanes. The road has become increasingly dangerous, even with the speed limit being lowered from 55 mph to 45 mph probably 15 years ago. He believes this is something that really needs to be reconsidered and if this does get approved at least look at not putting an entrance on H D Atha Rd.

Tim Hinton stated that regarding left turn lanes, which is totally up to Walton County GDOT and the second entrance on H D Atha in their paperwork, the fire is saying that they need that entrance to support this neighborhood of HD Atha. Those entrances are right turn only off of Hwy 78 because of the divided median so it would be a left only access out onto H D Atha. The Fire Department is saying they require the second entrance is a biggie for them since they are part of our departments that we look to in our packets for comments and we really try to make sure they support any recommendations, they come to them with.

Mr. Dobski stated that he understands that Fire Station 4 being right down the street he understands it would be extremely difficult for them to go all the way around and one other point he wanted to make was where the entrance is going to come out onto H D Atha Road it did not look like it was going to line up with Dutch Mill Subdivision.

Tim Hinton stated that regarding that, truly for them the use they are going to have for that property again the GDOT and Planning Department will review the plans and make those decisions based on what is submitted and the Board has no precedence over that.

Lori Wood and her brother Shannon came up speaking on behalf of their parents, Diane and Tommy Still, who live at 424 H D Atha Rd. Their property butts right up to this development. They are highly opposed to the request, but Mr. Wood is coming to the board to respectfully request a couple of things. 1 being that if this is going to be approved then they want to ask the builder to put up a 6 ft chain-link privacy fence that will run the length of the 1,600 ft and hopefully there will be a 50 ft buffer on the other side and the new community and new HOA would approve that and maintain that. Their parent's property has been in the family for about 84 years so it is in conservation, there is a pond on the property, and its family farmland so they would like to protect it if they can. Secondly, during construction they would appreciate a clear flagging before they start the grading process. They already had to deal with the Sardis Church side where they hired a 3rd party person, and they just mow over the buffer and take down the trees so they've already had that situation so they would really appreciate that. The pond is more for the safety of kids in this subdivision that could possibly sneak over and have to deal with trespassing. They have concerns of small children coming through the woods because the pond is not far from the property line so that is why they would like to request a 6 ft privacy fence being the whole length of the property of 1600 ft.

Rebuttal: Mr. Butler stated first he wanted to address the second entrance on H D Atha. With the fire code, the way that he understands the International Fire Code is they measure from corner to corner and the driveways must be so far apart based on the diagonal dimensions of your project. So even if they wanted to do the 2 entrances on HWY 78 the fire chief would not allow it. As far as the Still's property, there is a 50 ft buffer. They will have a 40 ft setback with 90 ft of trees between the two. His concern on putting a fence on the buffer would be having to get in there and clear trees to install a fence. If the fence is not completely encompassing, then there is nothing that is going to keep kids from walking around it. There is an existing pond on the property They are developing to offer to the residents for open space and use of the homeowners and residents of the property. Hopefully they will stay away from Mr. and Mrs. Still's property and pond. Mr. Butler stated that he has heard people lived there from the 40's and the 1800's, he is from the 70's so he is not from that far back, but he has lived in Walton County his entire life. He has watched this county change a great deal. Many of the neighborhoods along H D Atha and surrounding areas were pastures and timberland when he was growing up. Each of those subdivisions came before this commission once. The same neighbors who worried about traffic and schools have now made their home to families who have made Walton County a better place. Many of those families are here tonight and Mr. Butler is glad they came. He is glad they care enough about this community to show up. Mr. Butler would like to ask this commission and our neighbors to keep one thing in mind. The next family deserves the same chance to call Walton County home. Mr. Butler would also like

to ask everyone to remember again the choice tonight really isn't growth or no growth. They are requesting a lower density than what the future land use map would ask. The concerns everyone raised here were all real and we've listened. On the traffic they will build every required turn lane. They will do the full traffic study and make sure it is during the school year, so they are counting those cars. They will do the landscape entrance, so it looks presentable. As far as the schools and overcrowing of schools, they are seeing enrollments going down. Birth Rates are down and housing has gotten to an expense that young families have a hard time even affording to move to our community. They want this neighborhood to be one that the people in this room are proud of to live next to.

Chris Alexander asked what they will be selling these homes for and Mr. Butler stated that right now, based on the size of the lots and the type of neighborhood, these homes would be starting in the high 400 thousands and going into the 500 thousands with the cost of land, development, and cost of building the homes they cannot provide a product that they are proud to put out that cost any less than that. Mr. Butler stated that he can't tell you what's going to happen 2 years from now. The market and the economy and prices may go up or down again.

Robert Post asked about the fence that was requested by the neighboring property and Mr. Butler stated that he had said 1600 sq ft fence that someone could just walk around does not really serve the purpose of keeping trespassers off. They would have to fence their whole property and again if they put the fence there, they would have to do some clearing in the back of the area, where they are not planning on clearing close to their property, to put a fence in that most likely will not be maintained by homeowners' long term so he would ask not to.

Tim Hinton asked if most of that area was wooded and Mr. Butler stated that it is all wooded.

Recommendation: Robert Post made a motion to Approve with the following condition:

1) Access points on Hwy 78 and HD Atha Road where they disturb, they will do a landscape plan, they will do an entrance monument, they will do shrubs, bushes, sod, and fencing to dress it up and make it look nice.
   and was seconded by Josh Ferguson. The Motion carried 6 to 1.

Character Area Map Amendment

Application # CA26-0297

Planning Comm. Meeting Date 11-5-2026 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm. Meeting Date 12-1-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0750131

Applicant Name/Address/Phone #	**Property Owner Name/Address/Phone**
Reliant Homes GA, LLC	MFT Land Investments LLC
PO Box 200	PO Box 200
Monroe, GA 30655	Monroe, GA 30655
	(If more than one owner, attach Exhibit "A")
Phone # 678.373.0536	Phone # 678.373.0536

E-mail Address:

Location: Hwy 78 Monroe, GA (HD Alma Rd) Acreage 188.418

Existing Character Area: Employment Center

Proposed Character Area: Suburban

Is this a Major or Minor amendment to the plan? Minor
Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA

Is the property located within a watershed protection overlay district? No

Proposed Development: X Single-family ____ Multi-family ____ Commercial ____ Industrial

Proposed Zoning: R1 OSC Number of Lots: 129 Minimum Lot Size: 25,500

Public Sewer: _____ Provider: _____ Septic Tank: X

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

Signature _____ Date 10-5-2026 $ 300.00 Paid
Fee Paid

Rezone Application # Z26-0298

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

Planning Comm. Meeting Date 11-5-2026 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12-1-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0750018 / C0750131

Applicant Name/Address/Phone #

Reliant Homes GA, LLC

PO Box 200

Monroe, GA 30655

E-mail address:

Phone # 678.373.0536

Property Owner Name/Address/Phone

MFT Land Investments LLC

PO Box 200

Monroe, GA 30655

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

Phone # 678.373.0536

Location: HD Atha Rd & Hwy 78 A1 / B2 & R1 PUD & M1 Requested Zoning R1 OSC Acreage 73.54 / 188.418 total 261.958

Existing Use of Property: Raw Land

Existing Structures: None

The purpose of this rezone is To rezone these properties to develop a 179 lot residential subdivision.

Property is serviced by the following:

Public Water: X Provider: WCWD Well:

Public Sewer: Provider: Septic Tank: X

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

Signature | Date 10-5-2026 | $ 1,500.00 Fee Paid

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zonings A1, B2, R1 Surrounding Zoning: North A1, B2, M1 South A1

East A1, B2, R1 West A1, R1

C0750018 - Suburban

Comprehensive Land Use: C0750131 - Employment Center **DRI Required?** Y ____ N ✓

Commission District: 3 - Timmy Shelnutt Watershed: ✓ TMP ✓

I hereby withdraw the above application Date

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made $250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____yes __X__ no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.



Signature of Applicant/Date

Check one: Owner_____ Agent__X__

AUTHORIZATION
BY PROPERTY OWNER

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

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

Name of Applicant: Reliant Homes GA, LLC

Address: PO Box 200 Monroe, GA 30655

Telephone: 678.373.0536

Location of Property: HD Atha Road and State Hwy 78 Monroe, GA 30655

Map/Parcel Number: C0750018 / C0750131

Current Zoning: A1 / B2 & R1 Requested Zoning: R1 OSC

VP

Property Owner Signature
MFT Land Investments LLC
Print Name: Ned Butler
Address: PO Box 200 Monroe, GA 30655
Phone #: 678.373.0536

Property Owner Signature
Print Name:
Address:
Phone #:

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

Notary Public

10/5/26
Date

MELINDA LANDRUM NOTARY PUBLIC WALTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 10, 2028

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

To the west and south is a mixture of R1 and A1 properties, to the east is all A1 zoned property, and to the North is Hwy 78 with I1 and B2 zoned properites.

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

The R1 OSC zoning designation will allow for a subdivision layout more in line with the properties to the east of this property with more compact lots and allowing for preservation of more open space.

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

The proposed zoning will allow the applicant to provide additional housing options to the community as well as additonal connectivity with road connections between Hwy 78 and HD Atha Road.

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

This will provide residential housing to an area desirable for residential development. Increased connectivity between Hwy 78 and HD Atha Rd and preservation of open space in the development.

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

The property is suitable for R1 OSC zoning to allow for residential zoning for development in an efficient manner and preserving open space.

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

The properties have been vacant undeveloped tracts of land at least back to the 1990's.

October 5, 2026

Walton County Planning Department
Attention: Kristi Parr
126 Court St.
Monroe, GA 30655

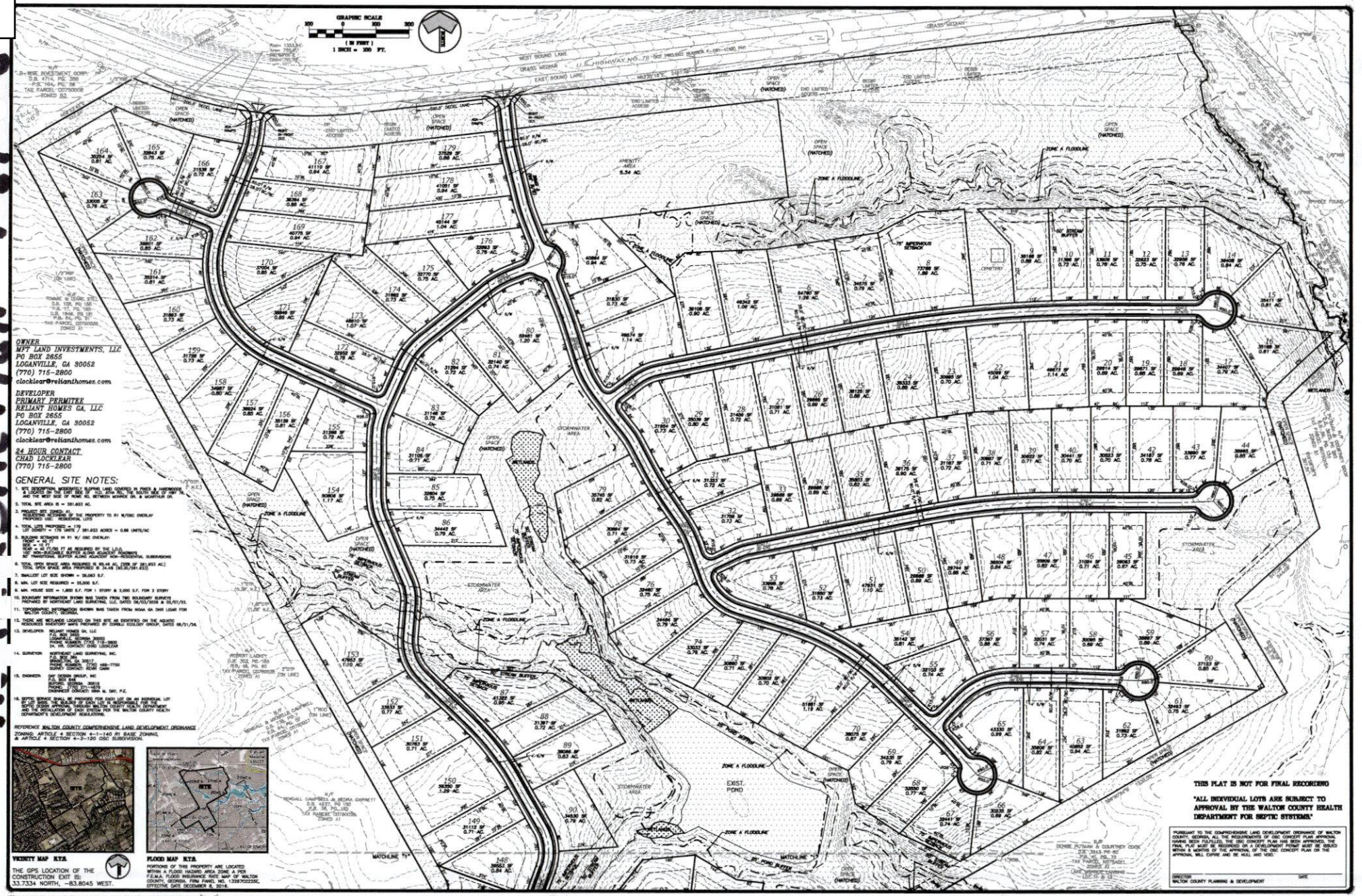
Mrs. Parr,

Reliant Homes GA, LLC is requesting a land use change and rezone of parcel number C0750131 located on Hwy 78 in Monroe, GA Walton County. The request is to rezone the 188.418 acres to R1-OSC from B2 & R1 PUD and also rezone the adjoining parcel C0750018 containing 73.54 acres on HD Atha Rd for development of a 179 lot subdivision. This would require a change in land use from Employment Center to Suburban on Parcel C0750131 which will match the land use of C0750018.

Kind Regards,

Ned Butler
Vice President
Reliant Homes GA, LLC

Revised Site Plan 10-1-26



DAY DESIGN GROUP, Inc.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SITE PLANNING
P.O. BOX 848, BUFORD, GA 30518
(770) 271-4676 ph.
(706) 386-8548 fax
email: day@daydesigngroup.com
web: www.daydesigngroup.com

DEVELOPER
RELIANT HOMES GA, LLC
PO BOX 2655
LOGANVILLE, GA 30052

24 HOUR CONTACT
MR. CHAD LOCKLEAR
(770) 715-2800
RELIANT HOMES

SURVEY CONTACT
NORTHEAST LAND SURVEYING, INC.
P.O. BOX 394
BRASELTON, GA 30517

CONCEPTUAL REZONING PLAN
FOR
THE GEORGIAN
A RESIDENTIAL SUBDIVISION
LOCATED IN
LAND LOTS 24, 25 & 45 - 4TH DISTRICT
WALTON COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
1	10/27/26	REVISED TOTAL SITE AREA

REVISIONS

GEORGIA REGISTERED LANDSCAPE ARCHITECT No. 000 ERIK N. DAY

DATE: 09/26/26
DRAWN BY: GMD/GNH
JOB NO.: 26-114

SHEET 1 OF 2

Revised Site Plan 10/28/2026



VICINITY MAP N.T.S.

THE GPS LOCATION OF THE CONSTRUCTION EXIT IS: 33.7334 NORTH, -83.8045 WEST.



FLOOD MAP N.T.S.

PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA: ZONE A PER F.E.M.A. FLOOD INSURANCE RATE MAP OF WALTON COUNTY, GEORGIA FIRM PANEL NO. 13297C0122K. EFFECTIVE DATE DECEMBER 8, 2016.

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 INCH = 100 FT.

THIS PLAT IS NOT FOR FINAL RECORDING

"ALL INDIVIDUAL LOTS ARE SUBJECT TO APPROVAL BY THE WALTON COUNTY HEALTH DEPARTMENT FOR SEPTIC SYSTEMS."

PURSUANT TO THE COMPREHENSIVE LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA, ALL THE REQUIREMENTS OF DSC CONCEPT PLAN APPROVAL HAVING BEEN FULFILLED, THE DRC CONCEPT PLAN HAS BEEN APPROVED. THE FINAL PLAT MUST BE RECORDED OR A DEVELOPMENT PERMIT MUST BE ISSUED WITHIN 6 MONTHS OF THE APPROVAL OF THE DSC CONCEPT PLAN OR THE APPROVAL WILL EXPIRE AND BE NULL AND VOID.

DIRECTOR, WALTON COUNTY PLANNING & DEVELOPMENT — DATE

OWNER
MFT LAND INVESTMENTS, LLC
PO BOX 2655
LOGANVILLE, GA 30052
(770) 715-2800
clocklear@relianthomes.com

DEVELOPER
PRIMARY PERMITTER
RELIANT HOMES GA, LLC
PO BOX 2655
LOGANVILLE, GA 30052
(770) 715-2800
clocklear@relianthomes.com

24 HOUR CONTACT
CHAD LOCKLEAR
(770) 715-2800

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SITE PLANNING
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email: day@daydesigngroup.com web: www.daydesigngroup.com

DEVELOPER
RELIANT HOMES GA, LLC
PO BOX 2655
LOGANVILLE, GA 30052

24 HOUR CONTACT
MR. CHAD LOCKLEAR
(770) 715-2800
RELIANT HOMES

SURVEY CONTACT
NORTHEAST LAND SURVEYING, INC.
P.O. BOX 354
BRASELTON, GA 30517

CONCEPTUAL REZONING PLAN
FOR
THE GEORGIAN
A RESIDENTIAL SUBDIVISION
LOCATED IN
LAND LOTS 24, 25 & 45 ~ 4TH DISTRICT
WALTON COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
1	10/27/26	REVISED TOTAL SITE AREA

REVISIONS

GEORGIA REGISTERED LANDSCAPE ARCHITECT 1087 BRIAN M. DAY

DATE: 09/29/26
DRAWN BY: DMD/JAW
JOB NO.: 26-114

SHEET 2 OF 2

Trip Generation Calculations & Entrance Evaluation

For

The Georgian Residential S/D
H.D. Atha Road at Hwy 78
Walton County, GA

PREPARED FOR:

Reliant Homes, LLC
PO Box 2655
Loganville, GA 30052

PREPARED BY:

ATG Civil, LLC
2070 Broadnax Mill Rd
Loganville, GA 30052

Oct 19, 2026

Table of Contents

Section 1 – Executive Summary

Section 2 – Background & Site Information

Section 3 – Conclusions

Section 4 – Exhibits

Section 1
Executive Summary

1.1 Executive Summary

This report analyzes the proposed 179-lot residential development located along Hwy 78 (SR 10) and HD Atha Road just west of Monroe, GA. in Walton County. The proposed development includes two proposed entrances along Hwy 78 and one on HD Atha. This analysis determines the total vehicle trips generated by the proposed development and whether auxiliary turn lanes are required along both Hwy 78 and/or HD Atha Road to support these added vehicle trips.

Hwy 78

The current traffic count along Hwy 78 is 25,500 vehicles per day. The posted speed limit along Hwy 78 in this area is 55 mph. The thresholds established by GDOT for auxiliary lanes for this segment of roadway are:

Requirements for right turn deceleration lane: 100 right turning vehicles
Requirements for center left turn lane: NA on divided highway

HD Atha Road

To be conservative, it is assumed that traffic along HD Atha Road is greater than 6,000 vehicles per day. The posted speed limit along HD Atha Road in this area is 45 mph. The thresholds established by GDOT for auxiliary lanes for this segment of roadway are:

Requirements for right turn deceleration lane: 75 right turning vehicles
Requirements for center left turn lane: 175 left turning vehicles

Trip Generation

Using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 12th Edition,* we have calculated the total trips to the proposed development. The total trips generated by the proposed development are:

1627 (Total), 814 (Entry), 814 (Exit)

The total trips for the proposed development will be split between the entrances on Hwy 78 and HD Atha Road. Based on the current traffic patterns, it is assumed that the traffic to the residential development will be split with 60% accessing the development from Hwy 78 and 40% accessing the development from HD Atha Road.

Hwy 78 Entrances

The development has two proposed right-in, right-out (RIRO) entrances along Hwy 78. The estimated total number of turns into the proposed development from Hwy 78 is 489. It is assumed these turns will be split evenly between the two entrances and will all be right turns. These turns can be separated into:

Hwy 78 Entrance 1 total right turns into development = 245
Hwy 78 Entrance 2 total right turns into development = 245

Since the estimated number of daily right turns exceeds 100, a right turn deceleration lane in the eastbound direction into the development's proposed Hwy 78 Entrance 1 is required. Since the estimated

number of daily right turns exceeds 100, a right turn deceleration lane in the eastbound direction into the development's proposed Hwy 78 Entrance 2 is required.

H.D. Atha Rd Entrance

The estimated total number of turns into the proposed development from H.D. Atha Rd is 326. These turns can be separated into:

Total Right Turns into development = 163
Total Left Turns into development = 163

Since the estimated number of daily right turns exceeds 75, a right turn deceleration lane in the northbound direction into the proposed development is required. Since the estimated number of daily left turns is less than 175, a center left turn lane in the southbound direction into the proposed development is not required.

Section 2
Background & Site Information

2.1 Purpose & Methodology

The purpose of this report is to analyze the entrances for the proposed development along Hwy 78 and H.D. Atha Road in Walton County, Georgia. This analysis is conducted by analyzing the existing road infrastructure, existing traffic patterns, the proposed development design, criteria from the Georgia Department of Transportation's [GDOT] Driveway Design Manual and Institute of Transportation Engineer's [ITE] *Trip Generation Manual, 12th Edition.*

2.2 Proposed Development

The proposed development includes approximately 262 acres that will be zoned R1 for the development of a 179-lot single-family residential subdivision. The proposed development will utilize three access points. Two access points are proposed along Hwy 78 at approximately milepost 8.14 and milepost 7.96. See attached Project Map, below.

2.3 Georgia Department of Transportation Criteria

The Georgia Department of Transportation [GDOT] sets forth criteria for analyzing proposed entrances and determining the need for auxiliary turn lanes to accommodate the vehicle trips that will be generated by a proposed development. The criteria for determining the need for turn lanes is based on existing traffic along the main roadway, number of lanes along the main roadway, posted speed limit along the main roadway and number of turns into the proposed development.

The subject development proposes utilizing three entrances. These entrances will be analyzed individually.

H.D. Atha Road is a Walton County maintained roadway, but the criteria in the GDOT Driveway Manual will be used to determine the need for turn lanes for the entrance along H.D. Atha Road. H.D. Atha Road is a two-lane road with a posted speed limit of 45 mph. It is assumed to have a current traffic count of greater than 6,000 vehicles per day. The thresholds for turn lanes for this roadway are shown in the tables below and highlighted in blue.

Highway 78 is a GDOT maintained roadway, so the criteria in the GDOT Driveway Manual will be used to determine the need for turn lanes for the entrance along Hwy 78. Hwy 78 is a four-lane highway with a posted speed limit of 55 mph. It has a current traffic count of 25,500 vehicles per day. The thresholds for turn lanes for this highway are shown in the tables below and highlighted in red.

Requirements for right turn deceleration lane:

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

Requirements for center left turn lane:

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

2.4 TE Trip Generation for Proposed Development

The Institute of Transportation Engineers [ITE] has published their *Trip Generation Manual, 12th Edition* for guidance to calculate the proposed number of vehicle trips that will be generated by developments. For this project, a single-family subdivision, the ITE land use code is 210. The proposed development will add 179 lots which will generate 1,627 total trips, 814 (Entry), 814 (Exit).

For the vehicles entering the development, assume 60% will use the Hwy 78 entrances and 40% will use the H.D. Atha Road entrance. This means that approximately 489 vehicles will be entering from Hwy 78 and 326 from H.D. Atha Road.

See attached Entrance Drawing with Turn Count. The tables below are from the ITE trip generation tool for this project.

Section 3
Conclusions

3.1 Conclusions

Hwy 78 Entrance

The estimated total number of turns into the proposed development from the Hwy 78 entrances is 489. These turns can be allocated to the two separate entrances as follows:

Hwy 78 Entrance 1 total right turns into development = 245
Hwy 78 Entrance 2 total right turns into development = 245

Since the estimated number of daily right turns exceeds 100, a right turn deceleration lane in the eastbound direction into the development's proposed Hwy 78 Entrance 1 is required. Since the estimated number of daily right turns exceeds 100, a right turn deceleration lane in the eastbound direction into the development's proposed Hwy 78 Entrance 2 is required.

H.D. Atha Rd Entrance

The estimated total number of turns into the proposed development from H.D. Atha Rd is 326. These turns can be separated into:

Total Right Turns into development = 163
Total Left Turns into development = 163

Since the estimated number of daily right turns exceeds 75, a right turn deceleration lane in the northbound direction into the proposed development is required. Since the estimated number of daily left turns is less than 175, a center left turn lane in the southbound direction into the proposed development is not required.

Section 4
Exhibits

ITE Data for Residential Development

DATA SOURCE: Trip Generation Manual, 12th Ed

SEARCH BY LAND USE CODE: 210

LAND USE GROUP: (200-299) Residential

LAND USE : 210 - Single-Family Detached Housin

LAND USE SUBCATEGORY: All Sites

SETTING/LOCATION: General Urban/Suburban

INDEPENDENT VARIABLE (IV): Dwelling Units

TIME PERIOD: Weekday

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 179 Calculate

DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) Click for Description and Data Plots

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
155

Avg. Num. of Dwelling Units:
261

Average Rate:
9.09

Range of Rates:
3.47 - 23.80

Standard Deviation:
2.29

Fitted Curve Equation:
T = 8.07(X) + 265.45

R^2:
0.94

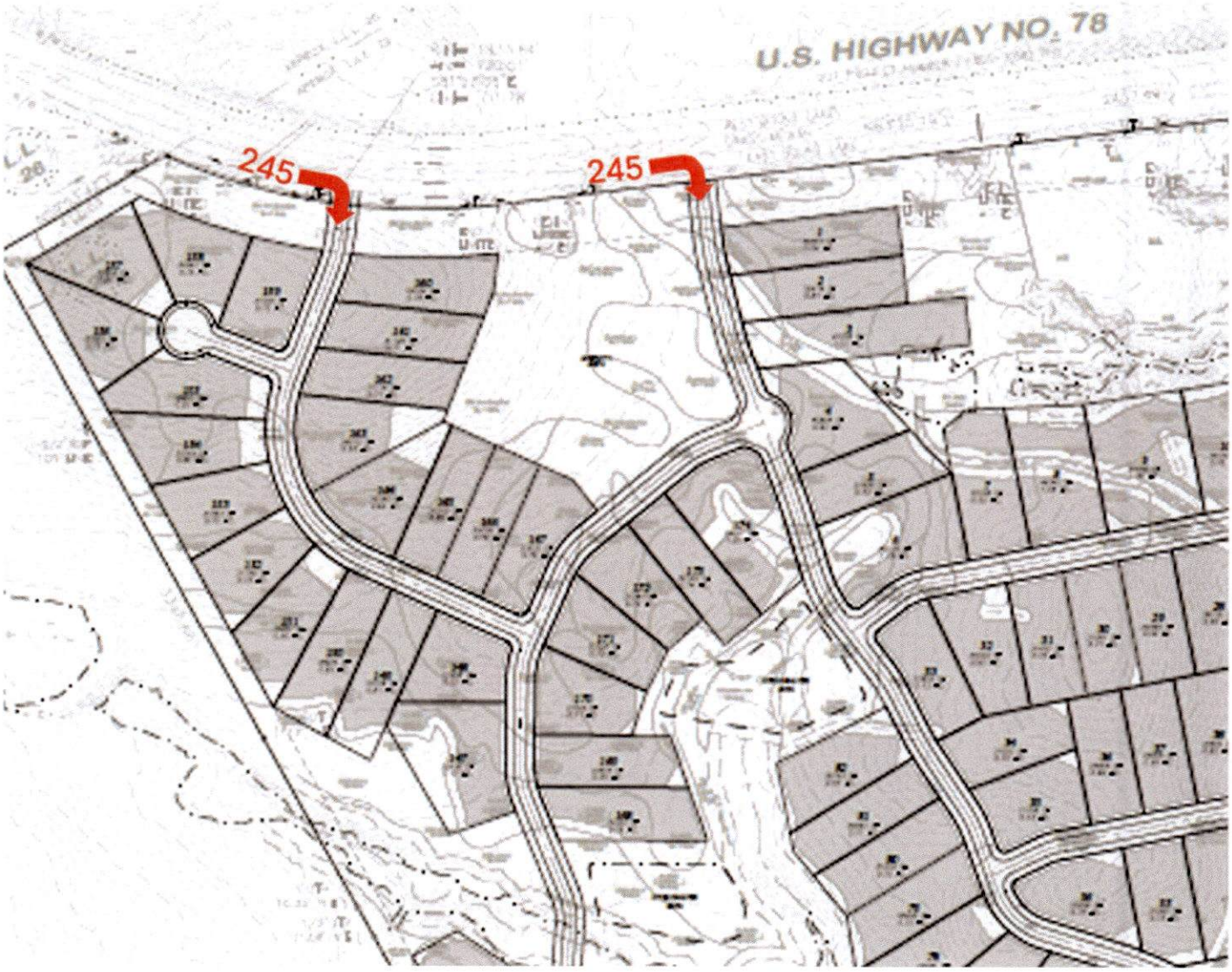
Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 1627 (Total), 814 (Entry), 813 (Exit)
Fitted Curve: 1710 (Total), 855 (Entry), 855 (Exit)

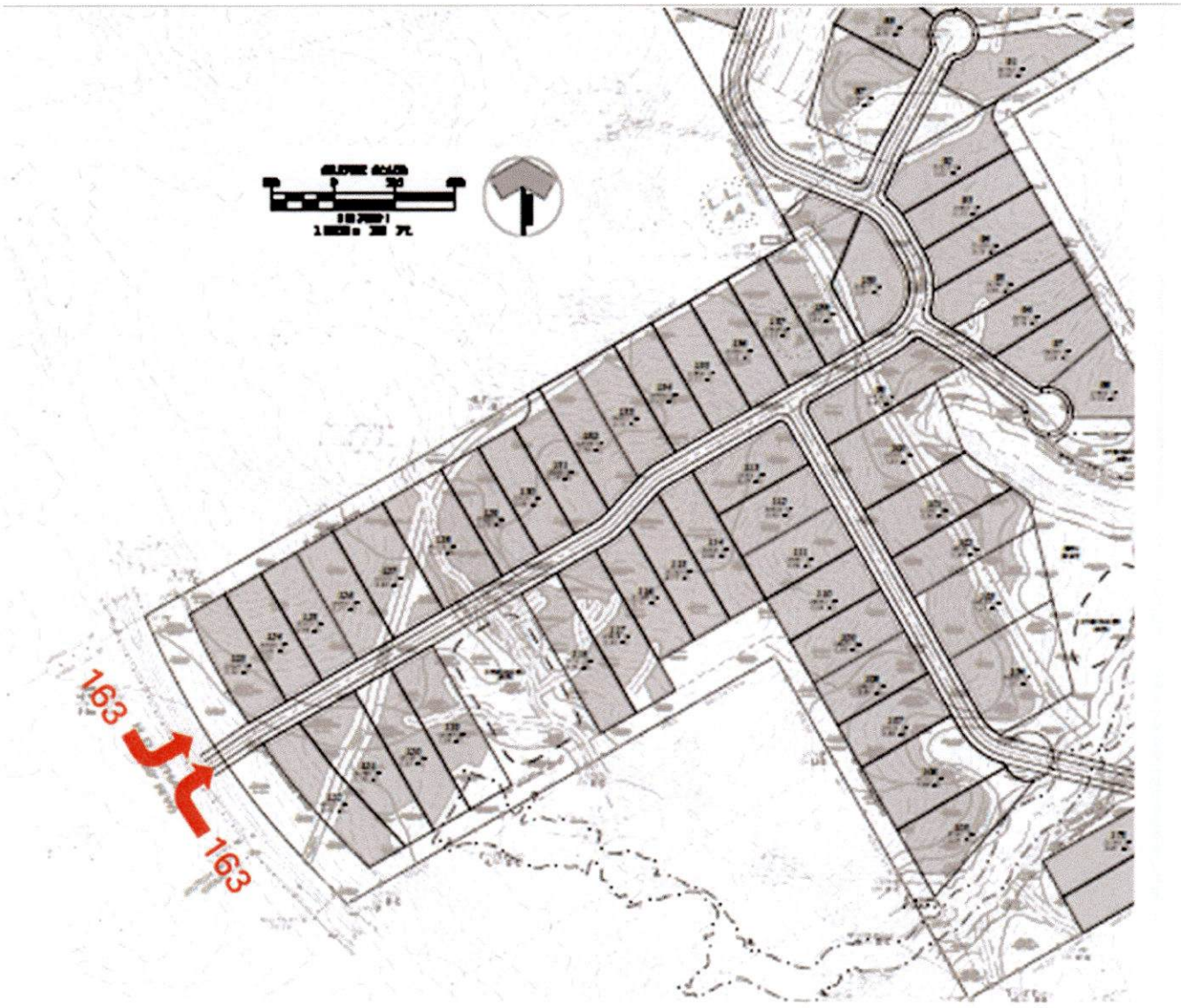
Overall Project Map



Entrance Drawing with turn counts – Hwy 78



Entrance Drawing with turn counts – HD Atha Road



R|H

THE GEORGIAN

Response to Community Concerns | HD Atha Rd & Hwy 78, Walton County

The Georgian proposes **one home per 1.46 acres** on septic, with **more than a third of the site kept as open space** — a less intensive use than the Comprehensive Plan already allows.

261.96 ACRES	179 HOMES	1.46 ac PER HOME	90.2 ac OPEN SPACE (34%)

PROJECT AT A GLANCE

Item	Proposed
Site area	261.96 acres (188.42-acre Hwy 78 tract + 73.54-acre HD Atha tract)
Homes	179 single-family lots
Gross density	0.68 homes/acre — one home per 1.46 acres
Lot sizes	25,500 SF minimum; most lots 0.7–1.2 acres
Open space	90.2 acres (34% of the site) — well above the 25% R1 OSC minimum
Water / sewer	Walton County Water (public water); individual septic — outside all Service Delivery Strategy sewer areas
Zoning requested	R1 OSC; Character Area: Employment Center → Suburban

A LESS INTENSIVE USE THAN THE COMP PLAN ALLOWS

Under its current Employment Center designation, the 188-acre Hwy 78 tract could be zoned anywhere from B1 to M2. That means retail, offices, warehousing, or industrial users — with truck traffic, extended operating hours, and far more pavement and impervious surface. The Suburban designation requested limits the tract to low-density single-family homes with permanent open space. The tract has sat vacant and undeveloped under commercial designations since at least the 1990s.

TRAFFIC: MOST TRIPS GO TO HWY 78

ATG Civil's Trip Generation & Entrance Evaluation (Oct 19, 2026, ITE 12th Ed.) estimates 1,627 daily trips at full buildout. The study estimates that 60% of those trips will use Hwy 78, a four-lane divided highway carrying 25,500 vehicles per day.

Entrance	Type	Daily Inbound Turns	Improvement Required (GDOT Criteria)
Hwy 78 — Entrance 1	Right-in / right-out	245	Eastbound right-turn deceleration lane
Hwy 78 — Entrance 2	Right-in / right-out	245	Eastbound right-turn deceleration lane
HD Atha Rd	Full access	326 (163 R / 163 L)	Northbound right-turn decel lane; left-turn lane not warranted (163 < 175)

The developer builds all required turn lanes. The HD Atha entrance is not an optional cut-through: Georgia fire code requires a second access point for any subdivision over 120 homes.

We anticipate GDOT will require a full traffic impact study, including Intersection Control Evaluation (ICE) tools. Reliant will complete that study while school is in session, so final access point requirements reflect school-year traffic patterns and volumes on HD Atha Road and Hwy 78.

SCHOOLS: ENROLLMENT IS FALLING

Atha Road Elementary has lost 129 students (15%) since September 2022, and Youth Middle has lost 128 (10%). District enrollment has declined two years in a row.

September Enrollment	2022	2023	2024	2025	2026	Change
Atha Road Elementary	836	799	777	743	707	−129 (−15%)
Youth Middle	1,239	1,213	1,187	1,167	1,111	−128 (−10%)
District total	14,538	14,671	14,812	14,726	14,468	−344 since 2024

At a typical planning rate of about 0.3 elementary students per new home (estimate), all 179 homes would add roughly 50–55 elementary students, phased in over several years — well under half the seats Atha Road has freed since 2022.

Source: Walton County Public Schools monthly enrollment reports (September), posted with Board of Education meeting agendas.

OPEN SPACE AND LOT SIZE

The plan keeps 90.2 acres (34% of the site) as permanent open space, including the Zone A floodplain, stream buffers, existing pond, wetlands, and the on-site cemetery. Clustering homes on the buildable ground is what lets those areas stay undisturbed. The property lies outside every sewer service area in the Walton County Service Delivery Strategy, so sewer — and the quarter-acre lots it would allow — is not available. Every lot must pass Walton County Health Department septic approval, which keeps lots large — no lot is smaller than 25,500 SF (0.59 acre).

OTHER QUESTIONS RAISED

- **Rentals.** Reliant does not sell to investors. Homes are sold to owner-occupants; a home becomes a rental only if a homeowner later sells it to an investor.
- **Consistent product.** Reliant offers a consistent, proven product. That consistency gives our homeowners confidence in what will be built throughout the subdivision, so they know what their neighborhood is going to look like.
- **"Stalled" subdivisions.** Development runs two-plus years from rezoning to completion, so Reliant develops lots ahead of demand. A finished development waiting for builders and agents to wrap up other communities is planned sequencing, not an abandoned project.
- **Approvals.** Reliant's requests are approved because they follow the code and generally follow the future land use map. This request goes further: it asks for a less intensive use than the Comp Plan already permits.

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

The Georgian Upcoming Rezone request

1 message

Ned Butler <nbutler@relianthomes.com> Fri, Oct 30, 2026 at 8:27 AM
To: Ned Butler <nbutler@relianthomes.com>
Cc: "kparr@co.walton.ga.us" <kparr@co.walton.ga.us>, "Ron Smith (ron.smith@co.walton.ga.us)" <ron.smith@co.walton.ga.us>, "tracie.malcom@co.walton.ga.us" <tracie.malcom@co.walton.ga.us>, John Ward <john.ward@co.walton.ga.us>, "jdawgs15@gmail.com" <jdawgs15@gmail.com>, "chrisalex1700@gmail.com" <chrisalex1700@gmail.com>, "rpost50@gmail.com" <rpost50@gmail.com>, "michelletrammel81@gmail.com" <michelletrammel81@gmail.com>, "TJKemp59@gmail.com" <TJKemp59@gmail.com>, "markbanks5689@yahoo.com" <markbanks5689@yahoo.com>, Timmy Shelnutt <timmy@andersongrading.com>, "amarie.warren@co.walton.ga.us" <amarie.warren@co.walton.ga.us>, "pete.myers@co.walton.ga.us" <pete.myers@co.walton.ga.us>, "lbradford@co.walton.ga.us" <lbradford@co.walton.ga.us>, "dradams@adamsclinicchiro.com" <dradams@adamsclinicchiro.com>, "kdixon@co.walton.ga.us" <kdixon@co.walton.ga.us>, David Thompson <davidg.thompson@co.walton.ga.us>

Good morning,

I wanted to reach out to you all as I know some of you have experienced high call volume on a rezone request we have pending to be heard before P&Z next week. The project is named the Georgian and is a R1OSC zoning request for a residential subdivision along with a Future Land use map amendment on 188 acres from Employment Center to Suburban. We have reviewed all the social media post made up to earlier this week and prepared the attached two-page response for your review prior to the meeting. We assume that many people may show up in opposition with many of the same concerns as discussed on social media, so we wanted to provide information/response regarding the concerns of the community expressed thus far.

I believe the biggest fear is seeing a request for 179 lots. I understand that but please remember this is on 261 +/- acres so that is one lot for every 1.46 acres which is not dense in my opinion at least. Also, a project of this size will take 8-10 years to develop and build through if approved.

Thank you for your time and service to our community. If I can answer any questions or provide any additional information, I am also available and happy to discuss and provide.

RELIANT HOMES
www.relianthomes.com

NED BUTLER
Vice President
678-373-0536
200 Michael Etchison Rd | Monroe, GA 30655
PO Box 200 Monroe GA 30655

CONFIDENTIALITY NOTICE: This e-mail is intended only for the addressee named above. It contains information tha privileged, confidential or otherwise protected from use and disclosure. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, or dissemination of this transmission, or taking of any action in reliance on its contents, or other use is strictly prohibited. If you have received this transmission in error, please reply to the sender listed above immediately and permanently delete this message from your inbox. Thank you for your cooperation.

The_Georgian_Community_Response.pdf
140K

Walton County Department Agenda Request

Department Name: **Planning and Development**

Department Head/Representative: **Kristi Parr**

Meeting Date Request: **December 1, 2026**

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

If so, When? **N/A**

TOPIC: **Right of Way Acceptance**

Wording For Agenda: **Right of Way Acceptance for the record for the Following Sudivision: River Trail Estates This will be a 60' Right of Way.**

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

*What action are you seeking from the Commissioners? **Board Approval**

Department Comments/Recommendation: **N/A**

Additional Documentation Attached? **Yes Plat Attached**

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

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

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

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

If this request involves the expenditure of county funds, please answer the following:
Approved in current budget?**N/A**
Budget information attached? **N/A**
Comments: **N/A**

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

BK: 128 PG: 759-764
Filed and Recorded
11-09-2026 10:10 AM
DOC# P2026-000273
Karen P. David
KAREN P. DAVID
CLERK OF SUPERIOR COURT
Walton COUNTY

FINAL PLAT
OF
RIVER TRAIL ESTATES
PARENT PARCEL ID C0770094C00
LAND LOTS 20 & 49 4th DISTRICT
WALTON COUNTY, GEORGIA
ZONED A1

PURPOSE STATEMENT
THIS REVISED FINAL PLAT SUPERCEDES THE PLAT RECORD IN PLAT BOOK 128, PAGE 753.
THE PURPOSE OF THIS REVISION IS TO CORRECT THE TAX PARCEL ID'S FOR ALL OF THE LOTS.

WALTON COUNTY REVISED PLAT SIGNATURE BLOCK
Revision No. 1 to the plat recorded at Book 128, Page 755.
The purpose of this revision is to correct the Tax Parcel ID's for all of the lots.
3576 — November 9, 2026
R.L.S. No. — Date
The purpose of this revision is to correct the Tax Parcel ID's for all of the lots.
This revised plat has been found to comply with the Land Development Ordinance of Walton County, Georgia, and is hereby approved for recording in the office of the Clerk of Superior Court of Walton County, Georgia.
11/09/2026 — Kristi Q Parr
Date — Director, Walton County Planning & Development Dept.
The lots shown have been reviewed by the Walton County Health Department as noted on each lot of the plat and plat legend. This review was performed based on information submitted by other professionals and any supplementary information provided therein. Each lot must be reviewed and approved for on-site sewage management system prior to the issuance of a construction permit.
Signing Authority: N/A Date: N/A
Title: N/A

ZONING NOTE
THE SUBJECT PROPERTY IS ZONED A1 (RURAL ESTATE DISTRICT)

NOTES:
1. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL BUILDERS TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE HOUSE ON EACH LOT, IN COMPLIANCE WITH IRC SWGU 1 DRAINAGE. ALL CREATED SWALES SHALL DIRECT WATER TO EXISTING DRAINAGE SWALES/DITCHES, OR THE ROADSIDE DITCH PROVIDED.
2. WATER SERVICE PROVIDED BY PRIVATE COMMUNITY SYSTEM, GEORGIA WELL AND WATER, 650 NEWTON BRIDGE ROAD ATHENS, GA. 30607, (706) 543-9353
3. SEWER SERVICE PROVIDED BY INDIVIDUAL SEPTIC SYSTEMS.
4. GAS SERVICE PROVIDED BY SOCIAL CIRCLE GAS.
5. 1/2" REBARS WITH CAP SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
6. TOTAL SITE AREA: 85.643 ACRES
7. TOTAL NUMBER OF LOTS: 30
8. 10' DRAINAGE EASEMENT ALONG ALL PROPERTY LINES.
9. 20' DRAINAGE EASEMENT ON ALL NATURAL SWALES AND DRAINAGE WAYS.
10. INDIVIDUAL BUILDERS ARE RESPONSIBLE FOR DIRECTING LOT RUN OFF TO THE DRAINAGE FACILITIES.
11. MINIMUM LOT AREA IS 2 ACRES.
12. MINIMUM FLOOR AREA IS 1,600 SQ.FT. RANCH & 2,000 SQ.FT. FOR 2-STORY.
13. SETBACKS: 50' FRONT, 15' SIDE, 40' REAR
14. MAXIMUM BUILDING HEIGHT IS 35 FEET.
15. THIS DEVELOPMENT IS IN RELATION TO ARTICLE 4, PART 1, SECTION 130 OF THE WALTON COUNTY LDO.
16. INSPECTIONS OF THE FUNCTIONALITY OF THE STORM WATER MANAGEMENT FACILITIES ARE THE RESPONSIBILITY OF THE HOMEOWNER'S/PROPERTY OWNER'S ASSOCIATION PER THE STORM WATER BMP MAINTENANCE AGREEMENT.
17. THE HOA WILL BE RESPONSIBLE FOR MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHT OF WAY.
18. TOTAL STREET LIGHTS: 2
19. UTILITY PROVIDERS:
ELECTRIC - WALTON EMC
20. TOTAL AREA OF RIGHT OF WAY TO BE DEDICATED TO WALTON COUNTY = 5.886 ACRES/256,455 SQ.FT.
21. NO EROSION LINES OF SPRINKLERS ARE ALLOWED IN THE RIGHT OF WAY.
22. NO PORTION OF THE SUBDIVISION LIES IN A GROUNDWATER RECHARGE AREA, PURSUANT TO THE RULES OF GEORGIA DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION, CHAPTER 391-3-16-01 (OR DEFINED AS LOW, MEDIUM, OR HIGH SUSCEPTIBILITY).
23. THERE ARE NO PERENNIAL STREAMS WITHIN OR IMPACTED BY THE PROJECT THAT ARE UPSTREAM OF A WATER SUPPLY RESERVOIR, PURSUANT TO THE RULES OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION, CHAPTER 391-3-16-02 FOR REQUIRED 150 FOOT BUFFER IS SHOWN 7 WITHIN 7 MILE RADIUS OR 75 FOOT BUFFER IF GREATER THAN 7 MILE RADIUS).

FLOOD NOTE
A PORTION OF THE PARENT TRACT DOES LIE WITHIN A FLOOD HAZARD AREA ZONE A, PER FIRM MAP NUMBER 13297C0025F & 13297C0150F, DATED DECEMBER 17, 2025. THE REMAINDER OF THE SUBJECT PROPERTIES LIES WITHIN A ZONE X, WHICH IS DEFINED AS AREAS OUTSIDE THE 500 YEAR FLOODPLAIN.

REFERENCES
1. MINOR SUBDIVISION SURVEY FOR WILLIAM P. JONES, JR. PREPARED BY WBA ENGINEERING DATED OCTOBER 1, 2024 AND RECORDED IN PLAT BOOK 127, PAGE 177 WALTON COUNTY RECORDS.

CLOSURE STATEMENT
FIELD INFORMATION UPON WHICH THIS SURVEY IS BASED, WAS PERFORMED USING CARLSON BRX7 GNSS RECEIVERS WITH REAL-TIME KINEMATIC MEASUREMENTS REFERENCED TO THE EGPS NETWORK. THE GNSS SURVEY INCLUDED REDUNDANT MEASUREMENTS WITH POSITIONAL ACCURACY BETTER THAN 0.07'.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN ____ 15,512 ____ FEET.

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These drawings and their reproduction are the property of the surveyor and may not be reproduced or used in any way without the written permission of the surveyor.
This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.

WALTON COUNTY HEALTH DEPARTMENT
The lots shown have been reviewed by the Walton County Health Department as noted on each lot of the plat and plat legend. This review was performed based on information submitted by other professionals and any supplementary information provided therein. Each lot must be reviewed and approved for on-site sewage management system placement prior to the issuance of a construction permit.
Signing Authority: _____ Date _____
Title: _____

HEALTH DEPARTMENT LEGEND
- (SM-2) SEPTIC SYSTEM LOCATION PLAN REQUIRED
- (ST) AEROBIC TREATMENT UNIT REQUIRED
- (SR) DEEP REPAIR SYSTEM MAY BE REQUIRED FOR THIS LOT.

ENVIRONMENTAL HEALTH NOTES:
1. THERE ARE WELL(S) ON THE PROPERTY OR WITHIN 100 FEET OF THE PROPERTY BOUNDARIES. LOCATION AND BUFFER SHOWN.
2. WATER SERVICE PROVIDED BY WALTON COUNTY WATER DEPARTMENT.
3. THIS SUBDIVISION IS RESERVED BASED ON THREE OR FOUR BEDROOM HOMES WITH AVERAGE APPURTENANCE AND A FOOTPRINT OF 2400 SQUARE FEET OR LESS (HEATED AND UNHEATED SPACE). IF THE HOME IS TO BE LARGER, OR IF EXCESSIVE GRADING OR FILLING IS REQUIRED TO FORM HOME FOUNDATION, ADDITIONAL INFORMATION WILL BE NEEDED AND A LARGE LOT SIZE MAY BE REQUIRED.
4. SLAB HOMES MAY REQUIRE ADDITIONAL INFORMATION AND/OR A LARGER LOT SIZE.

CERTIFICATE OF WALTON COUNTY FIRE DEPARTMENT
Non-Hydrant Subdivision, does not meet the Fire Protection Code. Emergency vehicle access and turn-around area is acceptable.
WALTON COUNTY FIRE DEPARTMENT — Date

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown herein has been found to comply with the Walton County Land Development Ordinance, and it is hereby approved for recording in the office of the Clerk of the Superior Court of Walton County, Georgia.
DIRECTOR OF WALTON COUNTY PLANNING AND DEVELOPMENT — Date

ENGINEER'S CERTIFICATION
It is hereby certified that this subdivision has been constructed according to the construction plans and specifications approved by Walton County, including the entire storm water drainage system (storm drain pipes and structures, detention facilities, ponds, dams, ditches, etc.).
_____ Date

OWNER/DEVELOPER
RIVER TRAIL HOLDINGS, LLC
315 PLANTATION PARK DRIVE
LOGANVILLE, GEORGIA 30052
CONTACT: KRIS RIVENDARK
(678) 635-1276
construction@rivenline.com

LAND SURVEYOR
TECHNICAL SURVEY SERVICES, INC.
1941 AUTUMN BOULEVARD, NE
CONYERS, GEORGIA 30012
(770) 922-8791
CONTACT: GARY HIBBS
gh@tss-ga.com

ENGINEER
ALCOVY CONSULTING ENGINEERING & ASSOCIATES, LLC
455 EDWARDS ROAD
DAPONE, GEORGIA 30094
(770) 466-4002
CONTACT: THEIP VAN HUYNH

OWNERS ACKNOWLEDGEMENT OF DEDICATION FOR PUBLIC STREETS
I, River Trail Holdings, LLC, the owner(s) of the land shown on the plat and whose name is subscribed hereto, acknowledge that this plat was made from an actual survey and that all county taxes or other assessments now due on this land have been paid. I (or We) hereby convey all streets and rights-of-way shown hereon in fee simple to Walton County and further adopt this plan of subdivision and establish the minimum building setbacks.
The maintenance of all storm water management and drainage facilities located outside of the dedicated rights-of-way will be the responsibility of the homeowner's association.
Covenants for this subdivision have been recorded in Deed Book XX, Page XX.
The open space and any other common areas of this subdivision will be owned and maintained by the homeowner's association.
Storm Water Maintenance Agreement recorded in Deed Book 5577, Page 635.
_____ _____ _____
Kris Rivendark, Principal — Date

SURVEYOR'S CERTIFICATION
It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision and that all monuments shown hereon actually exist or are marked as "future", and their location, size, type, and material are correctly shown, and that the vertical and horizontal alignment of the road or roads shown hereon are in compliance with the Walton County Land Development Ordinance.
(i) As Required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
_____ _____ July 31, 2026
Gary P. Hibbs Jr., R.L.S. #3578 — Date

TSS
1941 Autumn Blvd, NW
Conyers, Georgia 30012
(770) 922-8791 Office
info@tss-ga.com
www.tss-ga.com

No	Revision	Date
1	REVISED PER COMMENTS	10/28/2026
2	REVISED PER COMMENTS	11/03/2026
3	REVISED PER COMMENTS	11/06/2026
4	REVISED PER COMMENTS	11/09/2026

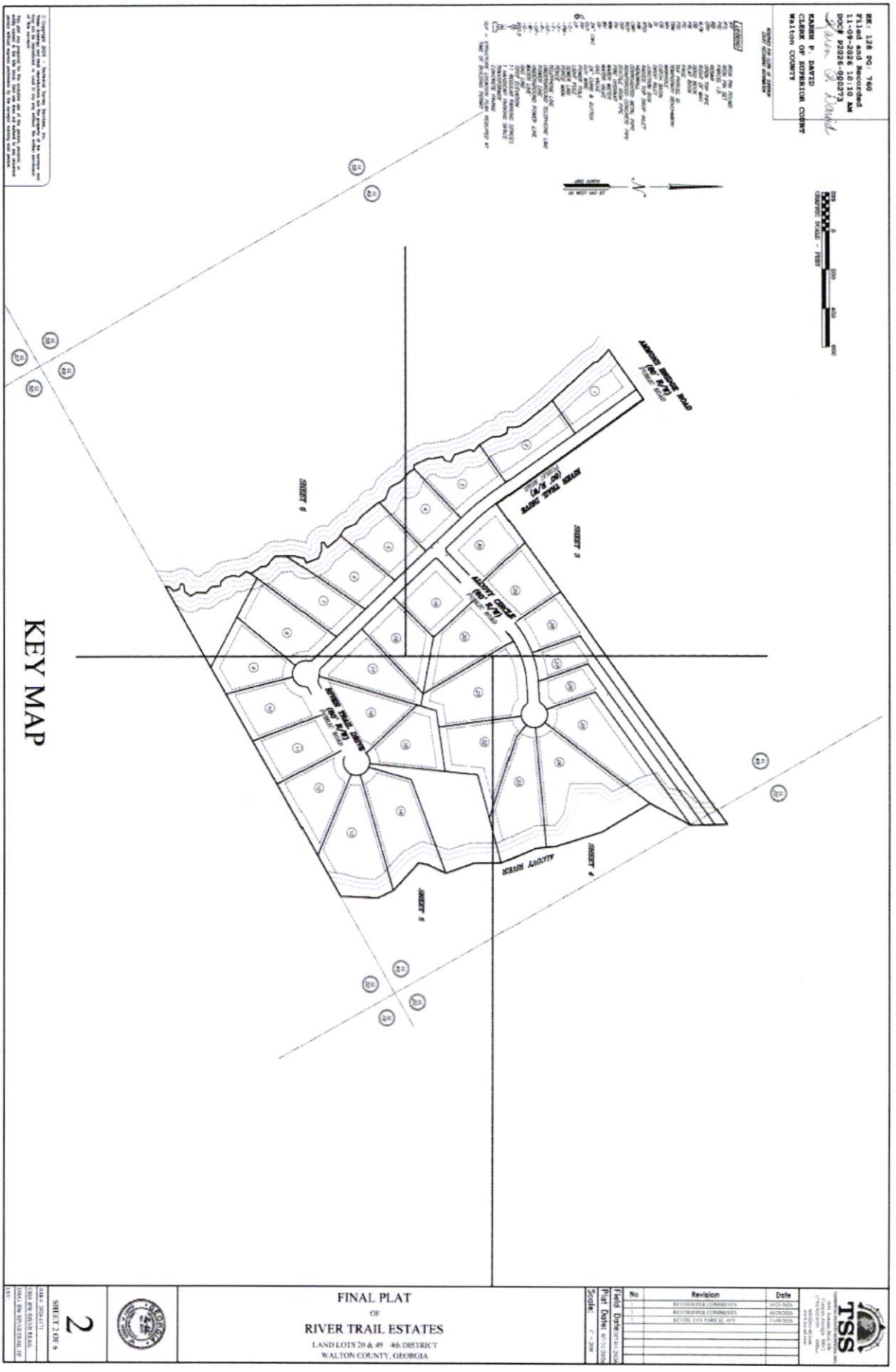
Field Date: 08/31/2026
Plat Date: 10/31/2026
Scale: N/A

FINAL PLAT
OF
RIVER TRAIL ESTATES
LAND LOTS 20 & 49 4th DISTRICT
WALTON COUNTY, GEORGIA

1
SHEET 1 OF 6

JOB #: 2024-1171
CAD: RW RIVER TRAIL
DWG: RW RIVERTRAIL FP
DRV:

https://efile.gsccca.org/filer_act.aspx


KEY MAP
FINAL PLAT
OF
RIVER TRAIL ESTATES
LAND LOTS 20 & 49 4th DISTRICT
WALTON COUNTY, GEORGIA
SHEET 2 OF 6
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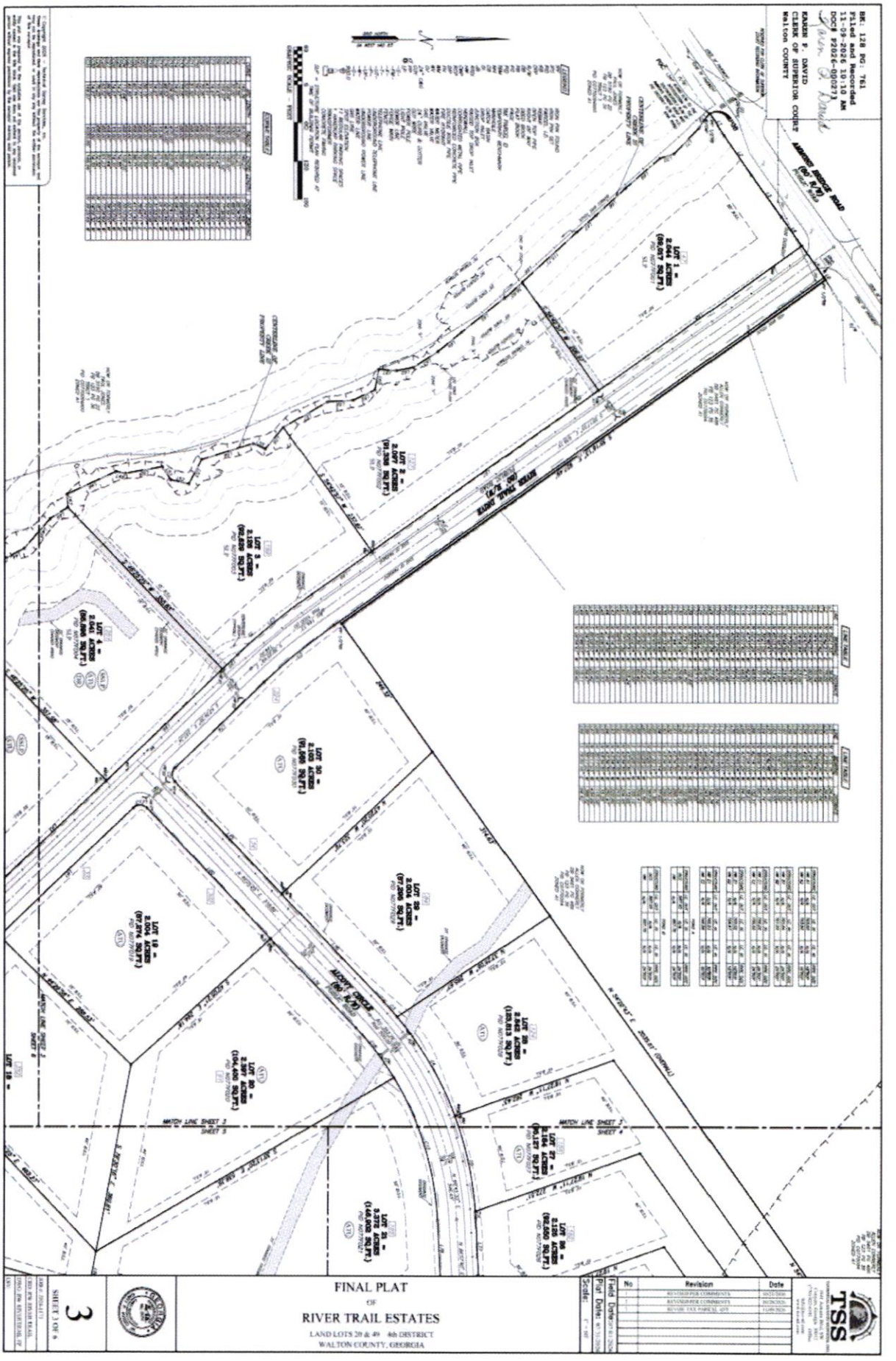
Filed and Recorded
11-09-2026 10:10 AM
DOC# P2026-000273
KAREN P. DAVID
CLERK OF SUPERIOR COURT
Walton COUNTY
ALCOVY RIVER
SHEET 3
SHEET 4
SHEET 5
SHEET 6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11-09-2026 10:10 AM
DOC# F2026-00037
KAREN F. DAVID
CLERK OF SUPERIOR COURT
Walton COUNTY
ANDREW BRIDGE ROAD
(80' R/W)
RIVER TRAIL DRIVE
(50' R/W)
MOUNT ZION ROAD
(80' R/W)
LOT 1 -
2.044 ACRES
(89,057 SQ.FT.)
LOT 2 -
2.077 ACRES
(90,508 SQ.FT.)
LOT 3 -
2.109 ACRES
(91,859 SQ.FT.)
LOT 4 -
2.041 ACRES
(88,896 SQ.FT.)
LOT 17 -
2.103 ACRES
(91,595 SQ.FT.)
LOT 18 -
2.004 ACRES
(87,274 SQ.FT.)
LOT 19 -
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LOT 20 -
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(102,243 SQ.FT.)
LOT 21 -
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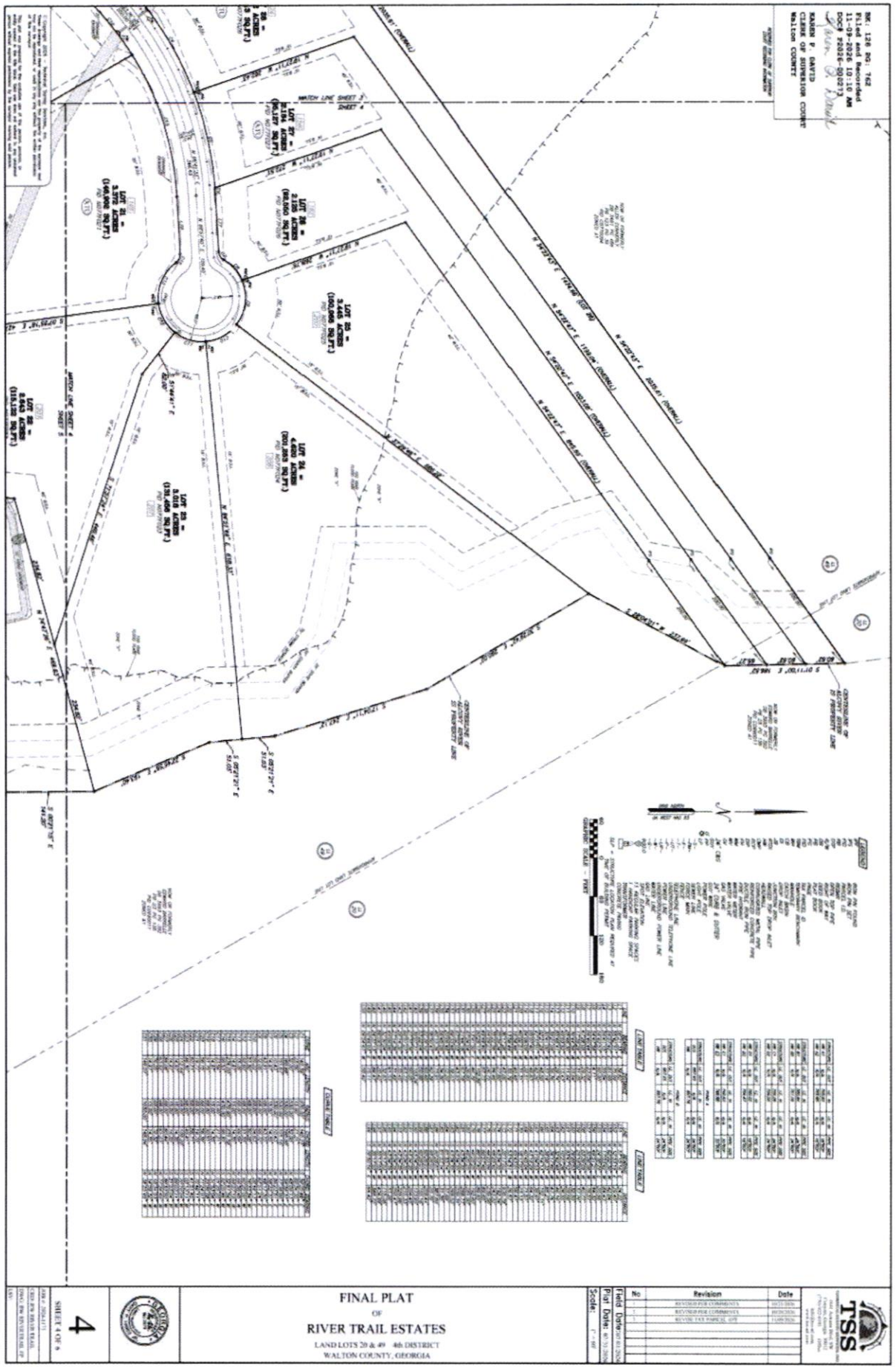
LOT 22 -
3.314 ACRES
(144,403 SQ.FT.)
LOT 23 -
2.943 ACRES
(128,213 SQ.FT.)
LOT 24 -
2.184 ACRES
(95,157 SQ.FT.)
LOT 25 -
2.128 ACRES
(92,690 SQ.FT.)
MATCH LINE SHEET 2
SHEET 3
MATCH LINE SHEET 3
SHEET 4
FINAL PLAT
OF
RIVER TRAIL ESTATES
LAND LOTS 20 & 49 4th DISTRICT
WALTON COUNTY, GEORGIA
SHEET 3 OF 6
No Revision Date
TSS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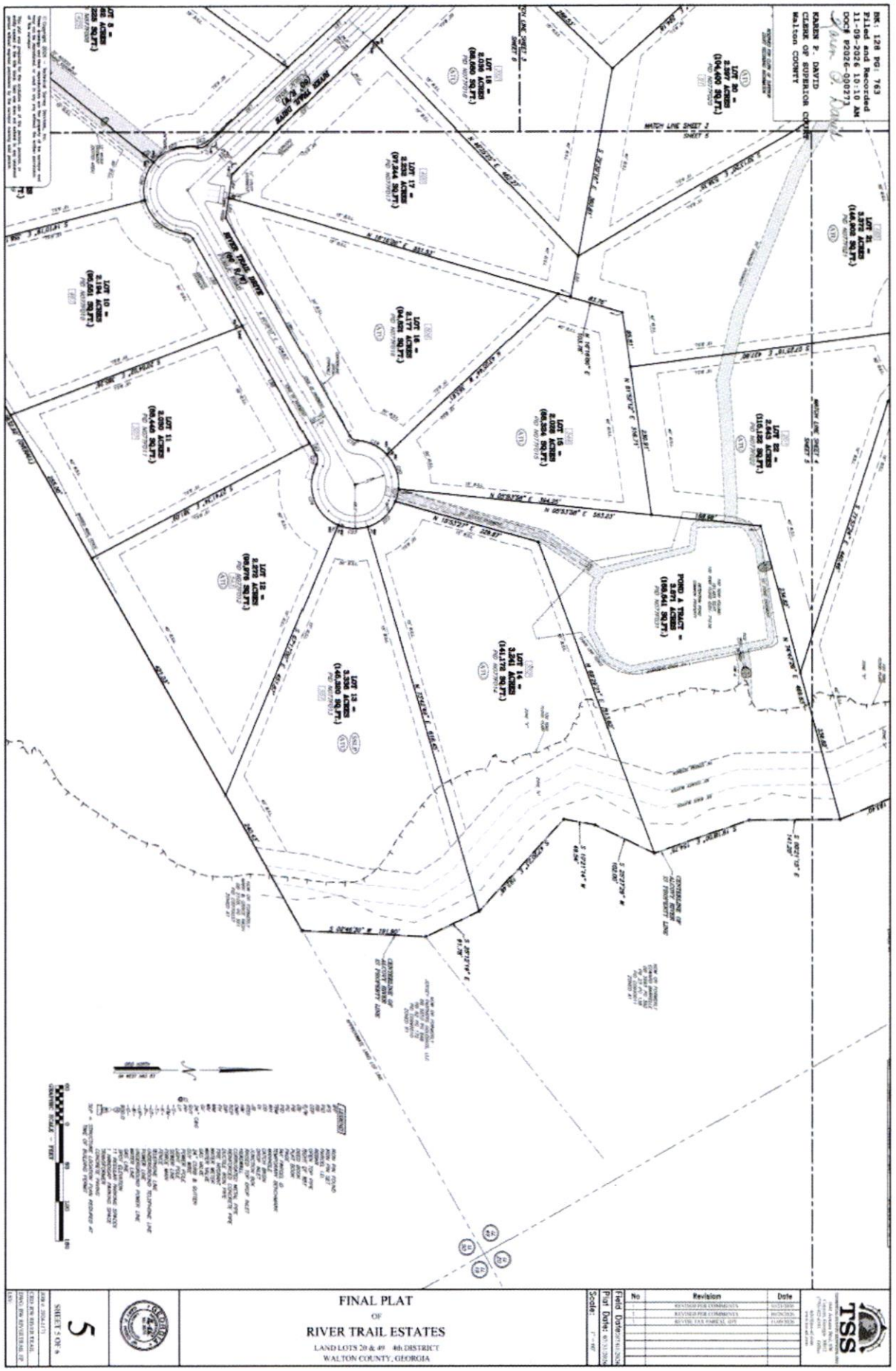
11-09-2026 10:10 AM
DOC# F2026-00273
KAREN F. DAVID
CLERK OF SUPERIOR COURT
Walton COUNTY
FINAL PLAT
OF
RIVER TRAIL ESTATES
LAND LOTS 20 & 49 4th DISTRICT
WALTON COUNTY, GEORGIA
SHEET 4 OF 6
4
Field Date:
Plat Date:
Scale:
No
Revision
Date
TSS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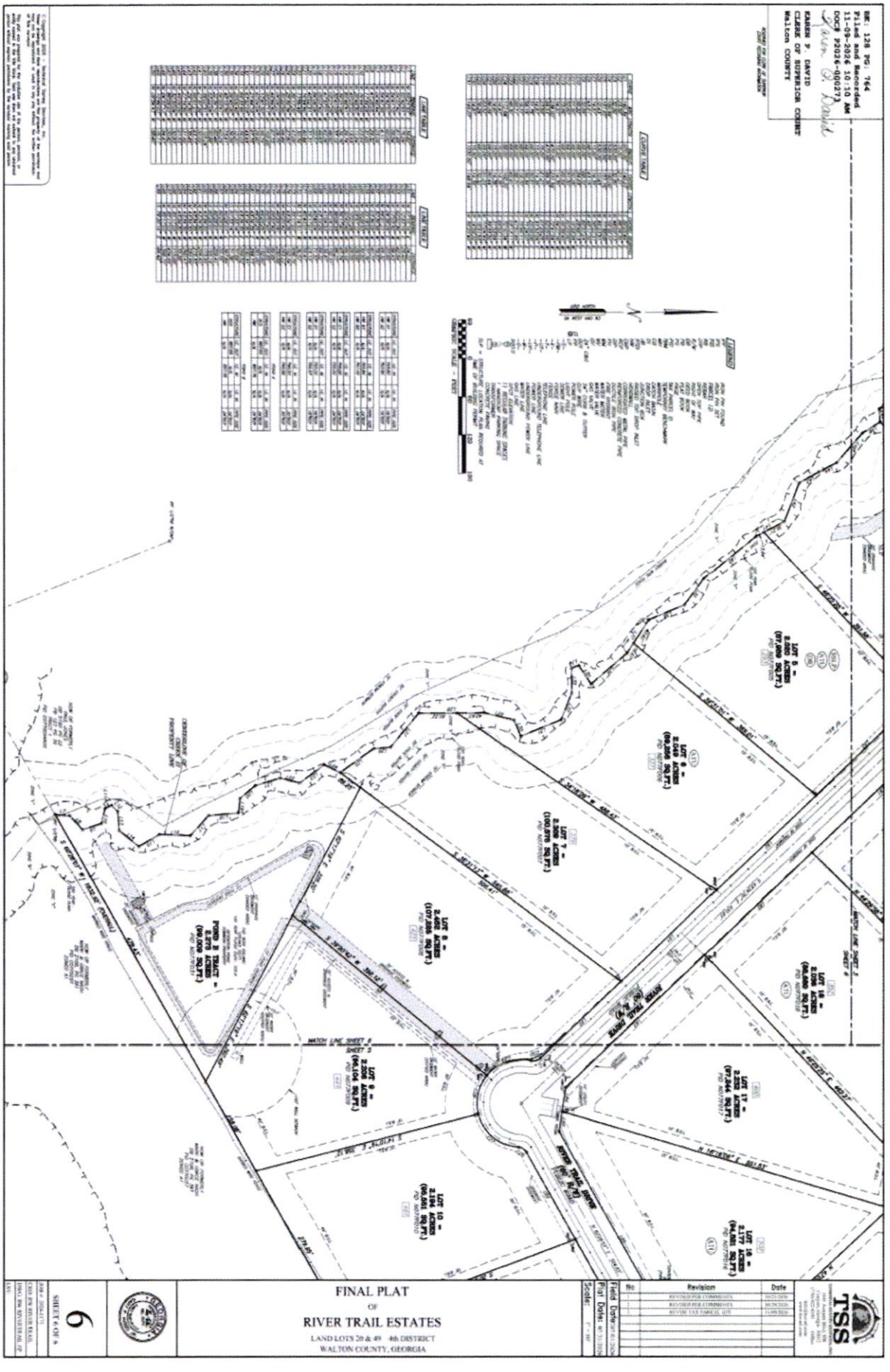
KAREN P. DAVID
CLERK OF SUPERIOR COURT
Walton COUNTY
RIVER TRAIL DRIVE
FINAL PLAT
OF
RIVER TRAIL ESTATES
LAND LOTS 20 & 49 4th DISTRICT
WALTON COUNTY, GEORGIA
SHEET 5 OF 6
TSS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11-09-2026 10:10 AM
DOC# P2026-40217
KAREN P. DAVID
CLERK OF SUPERIOR COURT
Walton COUNTY
FINAL PLAT
OF
RIVER TRAIL ESTATES
LAND LOTS 20 & 49 4th DISTRICT
WALTON COUNTY, GEORGIA
SHEET 6 OF 6
6
No
Revision
Date
Field Date(s)
Plat Date(s)
Scale:
TSS

OpenGov End User License Agreement

The parties to this End User License Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). Customer is purchasing OpenGov products and services through an authorized reseller ("Reseller"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms under which OpenGov will provide its products and services to Customer through the Reseller.

1. Definitions

1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record) including any data transmitted through the Software Services.

1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.

1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) used between the Reseller and the Customer to purchase the Software Services and Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.

1.5. "Party" (or "Parties") refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.

1.6. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at https://opengov.my.site.com/support/s/agreement-product-documentation, which is incorporated into this Agreement by reference.

1.7. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.

1.8. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.

1.9. "Statement of Work" or "SOW" means the document(s) separately executed by the Parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such

SOW(s) are incorporated into this Agreement by reference.

1.10. "Subscription Term" means the time period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

2.1. Software Services.

2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.

2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at https://opengov.com/service-sla, which is incorporated into this Agreement by reference.

2.2. Professional Services.

2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user

accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services not provided by OpenGov.

3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the Parties agree to comply with the terms of the Data Processing Addendum, located at https://opengov.com/data-processing-addendum, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.

4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Subscription Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.

4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat, and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.

4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.

4.5. Access to Customer Data. Customer may download Customer Data from the Software

Services at any time during the Subscription Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.

4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation, and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation, and Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.

5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving Party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving Party without restriction on disclosure before receipt from the disclosing Party; (e) is disclosed to the receiving Party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving Party without access to the disclosing Party's Confidential Information.

5.3. Each Party agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other Party in writing prior to

the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Subscription Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.

6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.

6.3. Termination for Cause. If either Party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party, the non-breaching Party may terminate this Agreement.

6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each Party shall, upon request of the other Party, return or delete any of the other Party's Confidential Information.

7. Payment of Fees

Fees for the Software Services and Professional Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services or Professional Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the

deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and Reseller will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO RESELLER FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS

PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either Party; (b) either Party's infringement of the other Party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither Party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the Party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither Party may assign, or otherwise transfer this Agreement without the other Party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither Party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The Parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each Party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

Customer:	_____	**OpenGov, Inc.**	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 11/20/2026, 3:26 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - County of Walton, GA

Contract: OMNIA Partners:159574

Quote #: Q-31352
Expires On: 12/31/2026

Ship To
County of Walton, GA
Ben Hammond
ben.hammond@co.walton.ga.us

Quote For:
Name:
Company: County of Walton, GA
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net30	Electronic	Check/ACH/CreditCard		

Overall POP Start Date: 1/1/2027
Overall POP End Date: 6/30/2030

Term 1 1/1/2027 - 6/30/2027

PART #	*DESCRIPTION*	*QTY*	*UNIT PRICE*	*EXTENDED*
OG-TWLD-B200300M-AR-3Y	Additional Human Capital Managment Bundle User License (500-1499 FTEs) - Between $200-300 Million - 3Y	1,005.00	$54.06	$54,330.30
OG-TWEC-B200300M-AR-3Y	Financials Expert Services: Optimize - Between $200-300 Million - 3Y	2.00	$13,116.76	$26,233.52
OG-TWFO-B200300M-AR-3Y	Grants Management - Funding Level Between $10 - 20 Million - Between $200-300 Million - 3Y	1.00	$11,731.80	$11,731.80
OG-TWLB-B200300M-AR-3Y	Human Capital Management Bundle Base Subscription (Up to 50 FTEs) - Between $200-300 Million - 3Y	1.00	$7,332.63	$7,332.63
OG-TWIM-B200300M-AR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $200-300 Million - 3Y	1.00	$22,034.14	$22,034.14

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWIS-B200300M-AR-3Y	OpenGov Financial Management and Budgeting - Between $200-300 Million - 3Y	1.00	$75,418.70	$75,418.70
OG-TWHR-B200300M- AR-3Y	Utility Billing Base Subscription - Between $200-300 Million - 3Y	1.00	$25,879.53	$25,879.53
OG-TWHS-B200300M- AR-3Y	Utility Billing: Additional Service Area - Water - Between $200-300 Million - 3Y	1.00	$20,552.99	$20,552.99
OG-PSBG-B200300M-OT-0Y	Professional Services Deployment - Prepaid - Between $200-300 Million - 0Y	799.00	$190.19	$151,961.81
OG-TWIY-B200300M-OT-0Y	Financial Management and Budgeting Implementation Services Package - Standard - Between $200-300 Million - 0Y	1.00	$187,193.70	$187,193.70
OG-TWOD-B200300M- OT-0Y	Grants Management Implementation Services Package - Standard - Between $200-300 Million - 0Y	1.00	$47,538.00	$47,538.00
OG-TWJB-B200300M-OT-0Y	Utility Billing Implementation Services Package - Standard - Between $200-300 Million - 0Y	1.00	$76,193.80	$76,193.80
OG-TWJL-B200300M-OT-0Y	Procurement Implementation Services Package - Advanced - Between $200-300 Million - 0Y	1.00	$58,710.95	$58,710.95
OG-TE	OPENMARKET Reimbursable Travel and Expenses	16,800.00	$1.00	$16,800.00
			Term 1 TOTAL:	$781,911.87

Term 2 7/1/2027 - 6/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWLD-B200300M-AR-3Y	Additional Human Capital Managment Bundle User License (500-1499 FTEs) - Between $200-300 Million - 3Y	1,005.00	$113.53	$114,097.65
OG-TWEC-B200300M-AR-3Y	Financials Expert Services: Optimize - Between $200-300 Million - 3Y	2.00	$27,545.20	$55,090.40
OG-TWFO-B200300M-AR-3Y	Grants Management - Funding Level Between $10 - 20 Million - Between $200-300 Million - 3Y	1.00	$24,636.77	$24,636.77
OG-TWLB-B200300M-AR-3Y	Human Capital Management Bundle Base Subscription (Up to 50 FTEs) - Between $200-300 Million - 3Y	1.00	$15,398.51	$15,398.51
OG-TWIM-B200300M-AR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $200-300 Million - 3Y	1.00	$46,271.70	$46,271.70
OG-TWIS-B200300M-AR-3Y	OpenGov Financial Management and Budgeting - Between $200-300 Million - 3Y	1.00	$158,379.27	$158,379.27
OG-TWHR-B200300M-AR-3Y	Utility Billing Base Subscription - Between $200-300 Million - 3Y	1.00	$54,347.02	$54,347.02
OG-TWHS-B200300M-AR-3Y	Utility Billing: Additional Service Area - Water - Between $200-300 Million - 3Y	1.00	$43,161.28	$43,161.28
			Term 2 TOTAL:	$511,382.60

Term 3 7/1/2028 - 6/30/2029

PART #	*DESCRIPTION*	*QTY*	*UNIT PRICE*	*EXTENDED*
OG-TWLD-B200300M-AR-3Y	Additional Human Capital Managment Bundle User License (500-1499 FTEs) - Between $200-300 Million - 3Y	1,005.00	$119.21	$119,806.05
OG-TWEC-B200300M-AR-3Y	Financials Expert Services: Optimize - Between $200-300 Million - 3Y	2.00	$28,922.45	$57,844.90
OG-TWFO-B200300M-AR-3Y	Grants Management - Funding Level Between $10 - 20 Million - Between $200-300 Million - 3Y	1.00	$25,868.61	$25,868.61
OG-TWLB-B200300M-AR-3Y	Human Capital Management Bundle Base Subscription (Up to 50 FTEs) - Between $200-300 Million - 3Y	1.00	$16,168.45	$16,168.45
OG-TWIM-B200300M-AR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $200-300 Million - 3Y	1.00	$48,585.31	$48,585.31
OG-TWIS-B200300M-AR-3Y	OpenGov Financial Management and Budgeting - Between $200-300 Million - 3Y	1.00	$166,298.23	$166,298.23
OG-TWHR-B200300M-AR-3Y	Utility Billing Base Subscription - Between $200-300 Million - 3Y	1.00	$57,064.37	$57,064.37
OG-TWHS-B200300M-AR-3Y	Utility Billing: Additional Service Area - Water - Between $200-300 Million - 3Y	1.00	$45,319.35	$45,319.35
			Term 3 TOTAL:	$536,955.27

Term 4 7/1/2029 - 6/30/2030

PART #	*DESCRIPTION*	*QTY*	*UNIT PRICE*	*EXTENDED*
OG-TWLD-B200300M-AR-3Y	Additional Human Capital Managment Bundle User License (500-1499 FTEs) - Between $200-300 Million - 3Y	1,005.00	$125.17	$125,795.85
OG-TWEC-B200300M-AR-3Y	Financials Expert Services: Optimize - Between $200-300 Million - 3Y	2.00	$30,368.58	$60,737.16
OG-TWFO-B200300M-AR-3Y	Grants Management - Funding Level Between $10 - 20 Million - Between $200-300 Million - 3Y	1.00	$27,162.04	$27,162.04
OG-TWLB-B200300M-AR-3Y	Human Capital Management Bundle Base Subscription (Up to 50 FTEs) - Between $200-300 Million - 3Y	1.00	$16,976.87	$16,976.87
OG-TWIM-B200300M-AR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $200-300 Million - 3Y	1.00	$51,014.57	$51,014.57
OG-TWIS-B200300M-AR-3Y	OpenGov Financial Management and Budgeting - Between $200-300 Million - 3Y	1.00	$174,613.13	$174,613.13
OG-TWHR-B200300M-AR-3Y	Utility Billing Base Subscription - Between $200-300 Million - 3Y	1.00	$59,917.59	$59,917.59
OG-TWHS-B200300M-AR-3Y	Utility Billing: Additional Service Area - Water - Between $200-300 Million - 3Y	1.00	$47,585.30	$47,585.30
			Term 4 TOTAL:	$563,802.51

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

Purchase Order Commitment: By issuing a purchase order against this quote, the customer agrees to the full term in this quote at the stated pricing. The customer may submit purchase orders referencing this quote annually, however, this does not reduce the total commitment under this quote.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

1. Project Summary

1.1 Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to County of Walton, GA ("Customer") under the applicable Order Form. Professional Services or technical requirements not explicitly listed in this SOW are considered out of scope. Any changes to scope will follow the Change Order procedures defined in Section 1.7 Modifications.

1.2 Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- Exhibit 1: Implementation Activities
- Exhibit 2: Technical Requirements

1.3 OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

1.4 Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of the project kick off meeting, and as requested throughout the project, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably

necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

As part of this project, the Customer is responsible for testing all applicable workflows, automations, integrations, and configurations as part of this Statement of Work.

1.5 Estimated Schedule

The estimated project duration by phase is provided in Exhibit 1: Implementation Activities. The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase.

Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer. Professional Services will be provided during regular business hours (8am to 6pm local Time) Monday through Friday (holidays excluded).

1.6 Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order as outlined in Section 1.7 Modifications.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

1.7 Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the

required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order") . Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

1.8 Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.



Statement of Work

Expert Services

County ofWalton, GA

Creation Date: 11/20/2026
SoW Expiration Date: 2/20/2027
Document Number: PS-13638.1
Created by: Emily Scheckel

Introduction

This Statement of Work (SOW) outlines the terms and scope of OpenGov Expert Services to be provided by OpenGov to County of Walton, GA (the "Customer") pursuant to the applicable Order Form. The objective of this SOW is to define the engagement framework and responsibilities of both parties to ensure the successful execution of the expert services.

1. Scope of Services

1. Service Overview:
   - 1.1. Expert services for the operation, monitoring, and optimization of OpenGov Financial Management.
   - 1.2. Access to OpenGov Professional Services resources for post-implementation activities (e.g.training, consulting, configuration, or staff augmentation).
   - 1.3. Optimize is the premium expert services level offering a more comprehensive volume of service packages.
   - 1.4. OpenGov will perform the work under this SOW remotely unless on-site activities are explicitly selected in the annual plan.
   - 1.5. If on-site activities are selected, the Customer is responsible for paying travel expenses as incurred on a quarterly basis. If applicable, the not to exceed amount for the quoted expenses will be included on the Project Charter.
   - 1.6. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained partners to support the delivery of services.
2. Key Activities:
   - 2.1. Annual planning session within the first 30 days of the contract year to define the activities to be completed that year and resources allocated to those activities.
   - 2.2. The Project Charter is defined as the annual plan of activities, tasks, assignments, timeline, and milestones to be performed by OpenGov and Customer within the contract year.
   - 2.3. Creation of a Project Charter between OpenGov and Customer outlining the agreed upon expert services for that year. Once the Project Charter timeline is mutually agreed upon, any changes will require a Change Order per Section 6.
3. Timeline
   - 3.1. Expert Services are delivered annually per the Order Form, with a contract year potentially shorter than twelve months if specified on the Order Form.
4. OpenGov Responsibilities
   - 4.1. Assign qualified personnel to perform the agreed upon activities.
   - 4.2. Ensure timely and professional execution of deliverables as outlined in the Project Charter.
   - 4.3. Maintain clear and regular communication with the Customer as needed for planning and execution of agreed upon activities.

4.4. In the event of requested changes to the Project Charter, a change order will be drafted and sent to Customer for signature.

5. Customer Responsibilities

5.1. Assist OpenGov in coordinating and attend the annual planning session within the first 30 days of a new subscription term.

5.2. Provide access to the relevant personnel, systems, and data per activities defined in the Project Charter.

5.3. Review and approve deliverables within a timely manner as outlined in the Project Charter.

5.4. Designate a point of contact for ongoing communication and decision-making.

5.5. Submit a change order request if changes to the Project Charter are needed.

6. Change Order Process

6.1. Any change to the scope as outlined in the Project Charter must be agreed to in writing by both Customer and OpenGov, and documented via a Change Order.

6.2. Verbal agreement is not binding on OpenGov or Customer.

6.3. A Change Order is defined as work that is added to or deleted from the original scope of this SOW.

November 10, 2026

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, November 10, 2026 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Amarie Warren, Pete Myers, Timmy Shelnutt, Lee Bradford, Jeremy Adams and Kirklyn Dixon, Asst. County Clerk Gretchen Thurmond, County Manager John Ward, Water Department Director Morris Jordan, EMS Director Ronnie Almand, Fire Chief Kevin Haney, District Attorney Amber Dally, and County Attorney Michael Malcom. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

PRESENTATIONS

County Manager John Ward recognized Anise Phillips for her retirement from EMS. EMS Director Ronnie Almand also spoke. Commissioner Bradford congratulated Anise.

Chairman Thompson proclaimed November 11, 2026 as Poppy Day.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:08 p.m. and led the Pledge of Allegiance. Commissioner Shelnutt gave the invocation.

ADOPTION OF AGENDA

Motion: *Commissioner Adams made a motion, seconded by Commissioner Warren, to adopt the agenda with a change to swap 4.1 and 4.2, to discuss 4.2 first. The motion passed 6-0 with all district commissioners voting in favor.*

OLD BUSINESS

Repurposing Administrative Portion of Old Jail for Department Expansions (Tabled 6/2, 7/7, 8/4)

Motion*: Commissioner Adams made a motion, seconded by Commissioner Warren, to not repurpose the Old Jail and end the discussion on it. To engage with the Development Authority to assess the value, take proposals on potential purchases and let us choose which proposal we like best. All district commissioners voted in favor.*

Precision Planning - Space Needs for Department Expansions - Hammond Drive

Liz Hudson presented the Board with the site concept and building concept plans for a proposed new Administrative Building on Hammond Drive to accommodate the County's growing departmental needs and provide additional office space. She explained that the proposed 50,000-square-foot building, which would include a full basement, is designed to accommodate current departmental expansions while allowing room for future growth. The preliminary estimated cost of the project is $39,987,000, before going out to bid and is expected to be much less. The

Administrative Building main floor would house Planning & Development, EMA, Fire Administration, EMS, Tax and Tag, Tax Assessors, and Human Resources, along with a shared common space. The basement would accommodate the Elections Department and its storage needs, with the remaining space available for additional storage or future departmental expansion.

The Commission discussed alternative options, including constructing multiple smaller buildings rather than one larger Administrative Building. Discussion included the advantages and disadvantages of each approach, as well as the associated costs. It was also explained that the proposed plan would free up the entire first floor of the Government Building, allowing it to mirror the second floor, as the new facility would be able to accommodate two additional departments beyond what could have been housed in the Old Jail. The possibility of offsetting a portion of the construction costs through the potential sale of the Old Jail was also discussed.

Motion: *Commissioner Adams made a motion, seconded by Commissioner Shelnutt, to move forward developing South Hammond and to schedule a Work Session to discuss all available options before putting out to bid. All district commissioners voted in favor.*

DISCUSSION

FLOST (Floating Local Optional Sales Tax)

County Manager John Ward presented the Board with documents regarding the proposed FLOST (Floating Local Option Sales Tax) and explained that Board approval was necessary to move the process forward if it was to be included on the ballot for the next Municipal Election.

Motion: *Commissioner Myers made a motion, seconded by Commissioner Dixon to move forward with the Cities and to bring it back in December. All district commissioners voted in favor.*

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board.

WATER DEPARTMENT

Shpigler Group – Water Rate Study

David Shpigler and Allie Berry presented the Board with the results of their financial review, including a breakdown of the department’s financials and five proposed rate increase scenarios. The presentation outlined the potential costs associated with each scenario and the revenue needed to support the department’s future operations and needs. Water Department Director Morris Jordan also addressed the increasing costs of operations and noted that water rates have not increased since 2021.

The Commission discussed the various scenarios, weighing the pros and cons of each option and asking questions regarding the potential impacts of the proposed rate increases.

Motion: *Commissioner Myers made a motion, seconded by Commissioner Warren to approve scenario #5, Long and Short Side Tap and Meter Fees to be: ¾" Meter/$4,500 - 1" Meter/$6,500 - 1-1 ½" Meter/$12,500 - 2" Meter/$17,500 - 3" Meter/$25000 - 4" Meter/$40,000 - 6" Meter/$80,000, 8" and above to be determined by Administration at the time of sale, Wholesale Fees to be $5.10, Tap & Commercial Fees will go into effect on December 1, 2026, Wholesale Fees will go into effect on January 1, 2027. Also noted for the record, as we continue to watch growth, revenue, meter repairs, system repairs, and tap fee adjustments in the future there could be an increase on the existing residential meter customers before the new water plant goes online in 2028 but there will be no increase to existing residential customers at this time. All district commissioners voted in favor.*

CONTRACTS

NEGRC - MOU for GIS Services - Water Department

Water Department Director Morris Jordan discussed the importance of the software in helping the department monitor work orders, meter changes, mapping, and additional services. He further explained that the County has the option to utilize the software through June 30, 2027, and may discontinue the service if it does not meet the County's expectations.

Motion: *Commissioner Myers made a motion, seconded by Commissioner Adams, to approve. All district commissioners voted in favor.*

Axon Premier Plus Software - District Attorney's Office

District Attorney Amber Dally addressed the Commission regarding the value of upgrading the department's current software. She explained that the upgrade includes real-time translation and AI-generated summaries, which have the potential to save employees hours of work and reduce the need for equipment to process and store evidence. She further stated that Walton County would share the costs equally with Newton County. The contract price would remain unchanged through December 31, 2030, and the County would have the option to revert to the previous service by September 1, 2027, if the upgraded software does not meet their expectations.

Motion*: Commissioner Bradford made a motion, seconded by Commissioner Dixon, to approve pending the approval of Newton County. All district commissioners voted in favor.*

ADMINISTRATIVE CONSENT AGENDA

1. Approval of October 6, 2026, Meeting Minutes
2. Contracts & Budgeted Purchases of $25,000 or Greater
3. Declaration of Surplus
4. Ratification of Actions taken by WCWSA on October 23, 2026
5. Acceptance of Governor's Office of Highway Safety (HEAT) Grant
6. Grant Request - Walton Co. Health Care Foundation, Inc. - Firefighter Agility Training Equipment
7. Acceptance of Bid - 2026 Milling & Deep Patching - MHB Paving, Low Bid $205.92 per ton (for the record)

8. Acceptance of VOCA Grant
9. Renewal of Farm Lease - Anglin Road
10. Renewal of Farm Lease - Baker Street

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

ADJOURNMENT

Motion: *Commissioner Bradford made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:48 p.m.*

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

_____
DAVID THOMPSON, CHAIRMAN

_____
GRETCHEN THURMOND, ASST. CO. CLERK

Walton County Board of Commissioners
Purchases $25,000.00
Meeting December 1, 2026

Department		Fund	Description	Payee	Amount
Budget Year FY27					
		100	Premium for December 2026-For the Record	One America	**$49,020.10**
		Various	Replenish Funds In Workers Comp-For the Record	Walton Co BOC Workers Comp Trust Fund	**$35,576.00**
		Various	Walton Co Defined Benefit Plan Contribution for 2026	ACCG-Pension Trust	**$3,102,222.00**
		Various	Replenish Funds In Health Benefits Trust-For the Record	Walton Co Health Benefits Trust	**$750,000.00**
Elections					
	1401	**100**	Temp/Advance payroll W/E 10/25/26	Chase Professionals	**$29,285.69**
	1401	**100**	Temp/Advance payroll W/E 11/1/26	Chase Professionals	**$27,076.93**
	1401	**100**	Election Day Payroll 11/3/26 General Election	Chase Professionals	**$51,835.81**
Law					
	1530	**100**	General Legal Fees-October 26-For the Record	Atkinson/Ferguson	**$26,373.71**
Sheriff's Office					
	3300	**100**	Renewal of Flock Safety Falcon and Advance Search	Flock Group Inc dba Flock Safety	**$155,000.00**
Jail					
	3325	**100**	Inmate Meals Weeks Ending: 10/9/26, 10/16/26, 10/23/26, and 10/30/26-For the Record	Summit Food Service, LLC	**$98,462.00**
	3325	**100**	Inmate Medical-October 2026-For the Record	MedTrust, LLC	**$505,314.48**
	3325	**100**	December 2026 Complex Maintenance	TKC Management Services	**$85,534.00**
	3325	**100**	Service Agreement Contract: Golde 11 month plan 8/12/26-6/30/27. Security/Security Cards	Accurate Controls, Inc.	**$61,762.37**
Fire					
	3520.270	**270**	17 each of: Lion Custom Turnout Coat, Turnout Pant and Fulcrum Escape Belt	Nafeco, Inc	**$80,648.00**

Department		Fund	Description	Payee	Amount
	3520.270	**270**	Sutphen -Lease payment 1 of 5-For the Record	Santander Bank, N.A.	**$489,055.68**
EMS					
	3610	**531**	Ambulance Billing for October 2026-For the Record	Emergency Billing, LLC	**$25,940.24**
Public Works					
	4220	**100**	CB10 Vibratory Asphalt Roller	Yancey Brothers Co	**$178,050.00**
	4220	**100**	2027 Ford F-750 Regular Cab Flatbed	Akins Ford	**$105,444.00**
	4220	**100**	Bush Hog 5110 RR1 Cutter	Bobcat of Athens	**$57,603.98**
Splost 2019					
	4270.19	**323**	New Paved Roads	Peek Pavement Marking	**$30,317.00**
	4270.19	**323**	New Paved Roads	Peek Pavement Marking	**$65,650.00**
Debt Service					
	8000	**400**	Lease Schedule-Ford Police Interceptor Utility w/Equipment-Acct# 5529012-For the Record	Ford Motor Credit Company	**$73,294.69**
	8000	**400**	Lease Schedule-Ford Police Interceptor Utility w/Equipment-Acct# 5529013-For the Record	Ford Motor Credit Company	**$82,557.87**
Water Operations Distribution					
	4446	**507**	Water Testing-For the Record	Cornish Creek Water Fund	**$202,386.00**
	4446	**507**	Water Use from Rosebud Rd-For the Record	Gwinnett Co Dept of Water Resources	**$52,231.55**
	4446	**507**	Water Use from Ozora Rd-For the Record	Gwinnett Co Dept of Water Resources	**$28,969.36**
HLC Water Treatment Facility					
		504	Professional Engineer Sept & Oct 2026-For the Record	Engineering Strategies Inc.	**$1,690.00**
		504	Water Transmission Main Phase 1 September 23rd to October 26th-For the Record	Mid-South Builders, Inc	**$453,023.70**
		504	Water Transmission Main Phase 2-October 2026 - For the Record	Legacy Water Group, LLC	**$138,996.78**

Department		Fund	Description	Payee	Amount
		504	HLC Management- Water Treatment- For the Record	Precision Planning INC	**$46,190.19**
		504	Water Transmission Facility Sept 2026 & Mains Sept 2026-For the Record	Atkinson Ferguson LLC	**$1,185.50**
		504	Water Transmission Facility Oct 2026 & Mains Oct 2026-For the Record	Atkinson Ferguson LLC	**$4,970.00**
		257	Professional Engineer Aug 29-Oct 2-For the Record	Jacobs Engineering	**$138,522.53**
Hard Labor Creek					
	4405	**508**	Daily Monitoring of Traps & Removal of Animals October 2026-For the Record	Alan D Barton	**$2,475.00**
		508	Professional Engineer August 29th to October 2nd-For the Record	Jacobs Engineering	**$2,409.46**
		508	October 2026 Apalachee River Intake Professional Services-For the Record	Reeves Young, LLC	**$447,307.50**
		508	Apalachee River Intake-For the Record	Precision Planning, Inc	**$8,551.62**
	4405	**508**	HLC O & M-For the Record	Precision Planning, Inc	**$920.00**
					$7,695,853.74

STATE OF GEORGIA
COUNTY OF WALTON

AGREEMENT FOR PROVISION OF PROBATION SERVICES FOR THE PROBATE COURT OF WALTON COUNTY, GEORGIA

THIS AGREEMENT FOR PROVISION OF PROBATION SERVICES FOR THE PROBATE COURT OF WALTON COUNTY (this "Agreement") is made as of January 1, 2027, by and between **Southeast Corrections, LLC**, a Georgia limited liability company (the "Contractor"), and **Walton County, Georgia**, a political subdivision of the State of Georgia (the "County") (each a "party", and collectively, the "parties"). The Chief Judge of the PROBATE Court of Walton County, Georgia joins in this Agreement for the purpose of consenting to the same.

W I T N E S S E T H:

WHEREAS, the County has been requested by the Chief Judge of the Probate Court of Walton County, Georgia to contract for the provision of probation and pretrial services for said Probate Court (the "Court"); and

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

WHEREAS, the Contractor desires to offer such services, and the County is willing to accept the same, on the terms and conditions set forth hereinbelow; and

WHEREAS, this Agreement was presented and approved at a meeting of the governing authority of the County pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 *et seq*.

NOW, THEREFORE, incorporating the foregoing recitals, and pursuant to O.C.G.A. § 42-8-101, the County and Contractor, in consideration of the mutual covenants and promises contained herein, do hereby agree as follows:

Section 1. Contractor's Services. During the term of this Agreement, the Contractor shall provide probation and pretrial services as ordered in the sole discretion of the Court, including but not limited to the following (collectively, the "services"):

1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, all first appearance hearings, and all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings and providing private pretrial supervision services for each defendant placed on a conditional bond during the hearings.

2. The Contractor shall maintain an office in Walton County, Georgia which shall be of such size and be open at such hours as is sufficient to satisfactorily perform the services.

3. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing, or as soon as is practicable thereafter, and each defendant at the time the Court imposes bond conditions on the defendant, or as soon as is practicable thereafter, for purposes

of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision or pretrial supervision.

4. The Contractor shall meet face-to-face or virtually with each probationer placed on probation under the supervision of the Selected Contractor, and with each defendant under bond conditions under the supervision of the Selected Contractor, at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Court order, and defendants that do not comply with bond conditions and the Court order, may be required to meet with their supervisor more than one (l) time every month. At the discretion of the Court, the Contractor shall provide intensive probation services or intensive pretrial supervision services that may include the requirement(s) for weekly reporting, virtual visits, drug testing, electronic monitoring, remote alcohol testing, or a combination of any or all these requirements. For probationers placed on intensive probation and defendants placed under intensive bond conditions, the Contractor shall charge the probationer or defendant no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements or intensive bond conditions are in effect.

5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.

6. The Court shall have the sole responsibility of and discretion in determining the appropriate programs, classes, or service(s) for each probationer and defendant, and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.

7. The Contractor shall collect from probationers and defendants under bond conditions, if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.

   (a) Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on no less than a monthly basis.

   (b) The Contractor shall collect fines, fees, restitution and court costs assessed to the offender by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8, not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, and probation fees currently due the Contractor; victims compensation fee (arrears only); fines; statutory surcharges; and other

Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each Offender. The Contractor will further provide a written receipt of all moneys paid to the Contractor by an Offender each time he or she makes a payment.

(c) The Contractor shall collect from probationers only those fees specifically ordered by the Court, in the Court's sole discretion, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer declared indigent by the Court any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.

8. The Contractor shall maintain fine, restitution or Court costs collected from the Probationers in a non-interest-bearing account without benefit or profit from said accounts.

9. Under no circumstances shall any portion or percentage of any fine monies, restitution, or court fees collected be retained by the Contractor.

10. A nine dollar ($9.00) per month surcharge shall be collected from each probationer placed on probation by the Contractor, unless the probationer is exempted by the Court, in the Court's sole discretion, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. § 17-15-13.

11. The Contractor shall adhere to O.C.G.A. § 42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three (3) months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the Court terminating the probated sentence within thirty (30) days of fulfillment of such conditions. The Court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.

12. The Contractor shall adhere to O.C.G.A. § 42-8-103.1. As provided in that statute, when a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the Court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until twelve (12) months after the sentence was entered and every four (4) months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

    Further, when a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after twelve (12) consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing,

evaluations, and rehabilitative treatment programs ordered by the Court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four (4) months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the Court to effectuate such purpose.

13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the County limits of Walton County, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting by Contractor of all community service work is required in a format satisfactory to the Court.

14. The Contractor shall administer drug and alcohol screens to probationers and defendants under bond conditions only as directed by the Court. Probationers or defendants shall assume the cost of random drug testing and shall pay those costs pursuant to the Fee Schedule provided.

15. The Contractor shall provide electronic monitoring of probationers and defendants under bond conditions only at the direction of the Court in accordance with Exhibit B, which is attached hereto and incorporated herein by reference. Probationers and defendants under bond conditions shall assume the cost of electronic monitoring and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting by Contractor of all electronic monitoring is required in a format satisfactory to the Court.

16. The Contractor shall prepare referrals for and lend assistance to probationers and defendants under bond conditions either ordered to receive or who desire employment assistance or other forms of counseling.

17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court-ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court-ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that court-ordered requirements are met.

18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant and shall provide the Court a report of any active warrants due to expire in the next thirty (30) days at the time of any modification/revocation hearing.

19. The Contractor shall provide notice as required by law and return to the Court any probationer and defendant under bond conditions that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation or bond, at which time the probation officer shall testify as to the circumstances of the case, giving the probationer or defendant full opportunity to refute any or all points. The probation officer shall comply with the Court's

ruling in reference to sentencing or possible revocation of probation or bond pursuant to the Court's procedures and Georgia law.

20. The Contractor shall maintain case files on each probationer and defendant under bond conditions to document compliance with the terms and conditions of probation or bond, reporting dates, and contacts as they occur and the amounts and dates of all monies collected.

21. The Contractor shall adhere to O.C.G.A. § 42-8-109.2 and maintain in a "confidential" manner all reports, files, records, and papers of whatever kind relative to the supervision of probationers and defendants, and shall make the same available only to authorized employees of the Contractor and authorized personnel of Walton County, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Act at all times.

22. In accordance with Georgia Department of Community Supervision Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the County and the Court and shall make the same available only to the Court, Walton County officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of Walton County, Georgia.

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

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

23. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; the number of defendants under bond conditions supervised by the Contractor; the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated; and the number of defendants under bond conditions whose bond has been revoked, in as much detail as may be required by law, rule or regulation.

24. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records may be made available to the Contractor, in the full discretion of the Clerk of Court, on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.

25. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.

26. The Contractor, including but not limited to its employees, agents, and representatives, shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers or defendants under bond conditions under its supervision for the payment of probation fees or fines or bond fees or amounts. Neither shall the Contractor, nor any of its employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this Agreement. Furthermore,

neither shall the Contractor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer or defendant may or shall attend. This paragraph shall not prohibit furnishing any probationer or defendant, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.

27. The Contractor shall supervise all persons assigned to probation or bond conditions by the Court with an average ratio of probationers and defendants to staff of no greater than two hundred seventy-five (275) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio of four hundred (400) to one (1).

28. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:

    (a) is at least twenty-one (21) years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. § 42-8-100;
    (b) has completed a standard two (2) year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six (6) months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. § 42-8- 102;
    (c) has received an initial forty (40) hours of orientation upon employment and has received twenty (20) hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty (40) hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six (6) months as of July l , 1996 pursuant to O.C.G.A. § 42-8-102;
    (d) has not been convicted of a felony;
    (e) where not specifically defined above, otherwise satisfies the requirements for employment provided by law, including, without limitation, Georgia Department of Community Supervision Rules 105-2-.09, 105-2-.10 and 105-2.-12 related to employee qualifications, initial training, and continuing education; and
    (f) otherwise complies with the uniform professional standards set forth in O.C.G.A. § 42-8-107 or in any rules and regulations promulgated by the Georgia Department of Community Supervision or its Board.

    In support of the foregoing, the Contractor shall conduct fingerprint supported background checks, as well as such other investigations (e.g. past employment and educational inquiries, etc.), as may be required by applicable law, including, without limitation, Georgia Department of Community Supervision Rule 105-2-.10, or which may otherwise be appropriate to ensure that the services are performed consistent with this Agreement.

29. Under no circumstances shall costs or charges be incurred by the Court or the County from the

Contractor for services rendered to the Court or the County. Under no circumstances shall the Contractor invoice, send a statement to, or otherwise bill the Court or the County for services rendered or for the reimbursement of expenses incurred during the rendering of services.

30. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, or any similar areas of interest related to this Agreement. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.

31. Within thirty (30) calendar days following termination of this Agreement, by any party and for whatever reason, the Contractor shall return/turn over to the County and the Court all files, documents, correspondence, papers and databases applicable to this Agreement, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the County and shall survive the termination of this Agreement.

32. During the term of this Agreement, the Contractor shall ensure that neither it nor its employees or contractors engage in any activity or relationship prohibited by applicable law, including, without limitation, O.C.G.A. § 42-8-109. Additionally, at the commencement of any calendar year under this Agreement, the Contractor shall deliver upon request to the County Administrator an affidavit certifying its compliance with said Code Section, as well as that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that in rendering services to the County that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the County.

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

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

34. Contactor shall follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the

activities and services provided under this Agreement.

Section 2. Contractor Compensation; Nature of Relationship.

In consideration of the satisfactory performance of the Contractor's obligations under this Agreement, the Contractor shall be authorized to collect those fees set forth in the Fee Schedule attached hereto as Exhibit A, which is incorporated herein by reference. Neither the County nor the Court shall in any event be responsible for any costs, expenses, or other charges incurred by the Contractor in the performance of this Agreement, and the Contractor shall bear sole responsibility and liability for the payment of any and all such costs, expenses, or other charges, without contribution or reimbursement of any kind from the County or the Court.

The parties intend that the Contractor will perform the services as an independent contractor only, and nothing herein shall be construed to be inconsistent with such status. The Contractor is not to be considered an agent or employee of the County for any purpose, and will have no authority to bind the County or otherwise incur liability on behalf of the County. Furthermore, notwithstanding anything in this Agreement to the contrary, neither the County nor the Court shall have any obligation to provide, and the Contractor shall not be entitled to receive, any benefits that the County or the Court may provide for their employees, including, but not limited to, pension and annuity benefits, medical insurance, and sick, holiday and vacation pay.

Section 3. Contractor's Reporting and Data Requirements. During the term of this Agreement, the Contractor shall, at a minimum, furnish to the Chief Judge and the Misdemeanor Probation Oversight Unit (MPOU) of the Department of Community Supervision a quarterly probation activity report in such detail as the Judge and the MPOU may require and which otherwise satisfies the requirements of applicable law, including, without limitation, O.C.G.A. § 42-8-108 and Georgia Department of Community Supervision Rule 105-2-.13. The Contractor shall also furnish such additional reports at such times and containing such data and information as the Chief Judge may reasonably request in order to monitor performance of the services by the Contractor.

Section 4. Court's Responsibilities. The Court's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items that are mutually agreed upon between County, Court, and Contractor in a writing signed by the parties.

Section 5. Term of Agreement; Termination. Unless earlier terminated as provided herein, this Agreement shall commence on January 1, 2027, and shall continue in full force and effect until December 31, 2027. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the County, in consultation with the Chief Judge, or by the Chief Judge, with the approval of the County, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon ninety (90) days' prior written notice to the County and Chief Judge. Additionally, the County or the Chief Judge may terminate this Agreement immediately for cause, including without limitation: material breach of this Agreement by Contractor; insolvency of Contractor; Contractor's Default under Section 11 hereinbelow; or the Contractor's filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days after termination, Contractor shall peaceably surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services hereunder and any equipment or supplies assigned to the Contractor by the Court. Within thirty (30) working days after termination, Contractor shall turn over to the Clerk of Court any moneys collected

or received, less supervision fees validly collected and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

Section 6. Miscellaneous Obligations. During the term of this Agreement, the following provisions shall apply:

1. Compliance with Law. The Contractor shall comply with all requirements and conditions set forth by the Chief Judge of the Court and shall at all times comply with any rules, regulations, statutes, and other laws of the State of Georgia, whether currently existing or enacted after the execution of this Agreement. Without limiting the foregoing, and to the fullest extent applicable to the services to be furnished hereunder, the Contractor specifically agrees that it shall fully comply with the provisions of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq. (and any related state and federal statutes, laws and regulations), and shall submit (and cause its agents, subcontractors, and consultants to submit) whatever affidavits, documents, and other evidence of compliance as may be required by said law(s) or otherwise reasonably requested by the County from time to time in connection with the services. It is not the intent of this paragraph to provide detailed information or legal advice concerning the Georgia Security and Immigration Compliance Act (or any related federal statute, law or regulation), and the Contractor shall be solely responsible for independently familiarizing itself with, and strictly observing, the requirements of thereof.

2. No Unlawful Discrimination. The Contractor will not discriminate against any employee, applicant for employment, probationer, or any other person in the performance of the services on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

Section 7. Representations of Contractor. In order to induce the County to enter into this Agreement, the Contractor warrants and represents (as well as covenants where indicated) to the County as follows, which shall be deemed independently material notwithstanding any prior knowledge or examination on the part of the County and its agents, officers, employees or representatives: (a) the Contractor has the required skill, experience, licenses, and qualifications to perform the services in accordance with this Agreement; (b) the Contractor is registered (and shall remain registered during the term of this Agreement) with the Department of Community Supervision as required by O.C.G.A. § 42-8-109.3; (c) there is no outstanding covenant, restriction, obligation, or other agreement binding upon the Contractor (or which purports to bind the Contractor) that is in conflict with any of the provisions of this Agreement or that would preclude the Contractor from entering into or performing this Agreement; (d) THE CONTRACTOR HAS HAD A FULL AND APPROPRIATE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL AS TO HIS RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT AND OF THE LEGAL EFFECT THEREOF; (e) THE CONTRACTOR HAS READ AND FULLY UNDERSTANDS THE CONTENTS OF THIS AGREEMENT, AND HAS VOLUNTARILY EXECUTED THIS AGREEMENT FREE FROM DURESS, IMPAIRMENT, OR UNDUE INFLUENCE OF ANY KIND; (f) if not a natural person, the Contractor is (i) duly formed, validly existing and in good standing under the laws of its state of organization, incorporation, or other formation, and (ii) possessed of all requisite power and authority to perform the terms of this Agreement; (g) the execution, delivery and performance of this Agreement by the Contractor (i) is within the power and authority of the Contractor; and (ii) has been authorized by all requisite organizational action of the Contractor (if not a natural person); (h) this Agreement constitutes the legal, valid and binding obligations of the Contractor, except as such

enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors' rights generally; (i) the Contractor's exact legal name is correctly set forth in this Agreement; and (j) there are no judicial, administrative or arbitral actions, suits, proceedings (public or private), claims, or governmental proceedings pending or, to the knowledge of the Contractor, threatened that are reasonably likely to prohibit or restrain the ability of the Contractor to enter into and perform this Agreement.

Section 8. Insurance. The Contractor shall at all times during this Agreement maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the County, and Contractor shall obtain such insurance before performance of the services hereunder. The Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force with Walton County, Georgia named as an additional insured. Each such policy shall provide that the policies may be canceled or materially altered or reduced in coverage by the insurer only after thirty (30) days' prior written notice to the County. For the purpose of this Agreement, the following types of insurance in at least the limits specified below shall be deemed acceptable by the County (provided that said limits shall be increased if applicable law now or at any time during the term hereof requires greater limits of coverage):

Coverages	Limits of Liability
Workers Compensation	Statutory
Employer's Liability	$1,000,000
General Liability - Bodily Injury and Property Damage	$1,000,000 each occurrence / $2,000,000 aggregate
Automobile Liability - Bodily Injury and Property Damage	$1,000,000 each accident
Excess Liability	$5,000,000 each occurrence / $5,000,000 aggregate
$1mil Excess Liability over $5mil Excess	$1,000,000 each occurrence / $1,000,000 aggregate
Professional E&O Liability	$1,000,000 each claim / $2,000,000 aggregate
Cyber Liability	$1,000,000 each claim / $1,000,000 aggregate
Management Liability (D&O / EPL)	$1,000,000 each claim / $1,000,000 aggregate

Subject to the approval of the County and to the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The Contractor shall additionally procure and maintain such other insurance and bonds as may be required by applicable law. The fact that the Contractor is either required to furnish and maintain liability insurance or that the Contractor furnishes and maintains the liability insurance as provided in this section shall not impair, limit, condition, or otherwise affect the obligation of the Contractor to indemnify and save the County and the Court harmless from and against those claims and damages set forth in Section 9 below.

Section 9. Indemnification. The Contractor will be entirely and solely responsible and liable for all acts and omissions on its part and those of its employees, agents, contractors, and representatives while engaged in the performance of the services. THE CONTRACTOR AGREES TO FULLY PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS THE COUNTY AND THE COURT, AND THEIR MEMBERS, JUDGES, OFFICIALS, REPRESENTATIVES, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, DAMAGES, DEMANDS, PENALTIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO LITIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES), LOSSES, AND OTHER LIABILITIES OF EVERY KIND AND NATURE, RELATING TO OR ARISING FROM, EITHER DIRECTLY OR INDIRECTLY: (I) ANY ACT, NEGLIGENCE, OR OMISSION OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN THE PERFORMANCE OF THE SERVICES; OR (II) ANY BREACH, VIOLATION, OR NONPERFORMANCE BY THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN RELATION TO THIS AGREEMENT OR ANY APPLICABLE LAWS. **If a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. Section 13-8-2, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. Section 13-8-2, but the remainder of this indemnification shall be unaffected. The obligations of the Contractor under this section shall survive the expiration or termination of this Agreement.**

Section 10. Standard of Care. In performing its professional services, the Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided, consistent with those uniform professional standards set forth in O.C.G.A. § 42-8-107 and in any rules and regulations promulgated by the Georgia Department of Community Supervision or its Board.

Section 11. Default and Remedies.

If, due to circumstances other than the County's failure to perform any term or condition of this Agreement, the Contractor fails, refuses, or is unable to timely perform any of its obligations under this Agreement, or if any warranty or representation made herein by the Contractor proves untrue (individually or collectively, and following notice and a period to cure as provided herein, a "Contractor's Default"), the County or the Court shall deliver to the Contractor written notice describing the Contractor's Default. The Contractor shall have seventy-two (72) hours from receipt of such notice within which to remedy any Contractor's Default.

If at the expiration of the curative period set forth in the immediately preceding paragraph the Contractor has not cured such Contractor's Default, the County shall be entitled to pursue any and all remedies available to the County at law or in equity, to include without limitation the right to obtain specific performance of this Agreement or other injunctive relief; it being understood and acknowledged that no remedy herein conferred upon or reserved to the County under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy so given or reserved or now or hereafter existing at law or in equity or by statute (unless otherwise provided in this Agreement).

If, following any Contractor's Default, the County should employ attorneys or other experts or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Contractor herein contained, the Contractor agrees that it shall on demand therefor pay to the

County the reasonable fees of such attorneys and other experts and such other expenses so incurred by the County. Any attorney's fees required to be paid by the Contractor under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

Section 12. Governing Law; Venue. THIS AGREEMENT HAS BEEN EXECUTED AND WILL BE PERFORMED IN THE STATE OF GEORGIA, COUNTY OF WALTON, AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. THE CONTRACTOR AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER MAY BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF WALTON, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA, AND THE CONTRACTOR AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE SAID COURTS.

Section 13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this Agreement shall be given full effect.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. The Contractor further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by the Contractor, and the Contractor acknowledges that he has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

Section 15. Notice. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement (collectively and individually each a "notice") shall be in writing, shall be signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being (a) deposited in the United States mail, postage prepaid, certified with return receipt requested, or (b) deposited with a national overnight courier service, or (c) hand delivery by other means, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Rejection of notice, or other refusal to accept notice, or inability to deliver notice because of changed address of which no notice has been received, shall also constitute receipt for purposes of this section. Any such notice, election, demand, request or response, shall be sent to the following address:

If to Contractor:

Southeast Corrections, LLC
Attn: Mr. John Prescott
1960 Satellite Boulevard, Ste. 3000
Duluth, Georgia 30097

If to County:

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



With a Copy to:

Probate Court of Walton County
Attn: Honorable Bruce E. Wright
Chief Judge, Probate Court of Walton County
303 South Hammond Drive, Suite 118
Monroe, Georgia 30655

Section 16. Waiver. No failure by the County to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and the County may not waive any of its rights, except by a written instrument executed by the County. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

Section 18. Electronic Execution. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages of this Agreement by facsimile or other electronic transmission (e.g. pdf by email, etc.), and the signature page of either party to any counterpart may be appended to any other counterpart. The parties further expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party.

Section 19. Successors and Assigns. The Contractor and County each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Contractor nor the County will assign or transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Contractor and the County.

Section 20. Adequacy of Disclaimer. To the fullest extent permitted by law, Contractor acknowledges and agrees that all disclaimers, limitations, conditions, indemnifications, releases, waivers, and similar provisions appearing in this Agreement for the County's protection are plainly and conspicuously stated and shall be binding upon the Contractor regardless of the size, location, spacing, or other differentiation of the text constituting the same.

Section 21. Modification. This Agreement may be modified only by a written instrument duly executed by the parties hereto and consented to by the Chief Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing their names to be hereunto subscribed by their duly authorized officer(s), under seal, all being done as of the day and year first above written.

COUNTY:

WALTON COUNTY, GEORGIA,
by and through its Board of Commissioners

(OFFICIAL SEAL)

By: _____
David Thompson, Chairman

Signed and Sealed in the presence of

By: _____
Rhonda Hawk, County Clerk

CONTRACTOR:

SOUTHEAST CORRECTIONS, LLC

(SEAL)

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

CONSENTED TO AND APPROVED BY:

_____
Honorable Bruce E. Wright, Chief Judge
Probate Court of Walton County, Georgia

[Exhibit(s) Attached]

EXHIBIT A

FEE SHEDULE
DETAILED FEES/SERVICES

FEE SCHEDULE **ALL AT NO COST TO WALTON COUNTY, GEORGIA OR THE PROBATE COURT OF WALTON COUNTY**			
Service	Period/Unit	Probationer Paid	Cost to Court
Supervision Fee	Monthly (minimum)	$45.00	$0.00
Restitution Collection - Disbursement	No Cost	$0.00	$0.00
Payment only Cases	Monthly Three-month cap on fees	$45.00	$0.00
Intensive Supervision Fee	Monthly	$50.00	$0.00
Pre-Trial Diversion Supervision	Monthly	$45.00	$0.00
Drug Testing - 6 Panel - Lab Analysis Drug Testing - 7 Panel – Lab Analysis Drug Testing (12-panel) On-Site GC/MS Confirmation	Per Test Per Test Per Test Per Panel	$25.00 $30.00 $25.00 $25.00	$0.00 $0.00 $0.00 $0.00
Electronic Monitoring (GPS)	Per Day	$10.00	$0.00
Electronic Monitoring (mobile) Alcohol only	Per Day	$10.00	$0.00
One-time hook-up fee for all EM	One time	$50.00	$0.00
Interstate Compact Transfer Fee	If applicable/once	$50.00	$0.00
In-State Transfer Fee	If applicable	No charge	$0.00
Digital Processing Fee *Not assessed on Pay-only Cases	One time	$2.00	$0.00

EXHIBIT B

ELECTRONIC MONITORING SERVICES CORRECTIONAL SERVICES AGREEMENT BETWEEN SOUTHEAST CORRECTIONS, LLC. (SOUTHEAST CORRECTIONS) AND THE PROBATE COURT OF WALTON COUNTY (THE COURT)

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

SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

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

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

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

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

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

Notification Options.

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

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

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

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

MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet and a central computer system. The Units communicate with the host computer system through the anklet's internal cellular phone.

The mobile alcohol monitoring system utilizes a remote breath alcohol device which communicates with the host computer system via a mobile application that is downloaded to the cell phone of the probationer, pre-trial diversion participant, or bond participant ordered to submit to random alcohol breath testing.

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

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

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

Identify authorized personnel to which Southeast Corrections may report violations.

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

Identify and make available contact information for the Court's staff for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.

STATE OF GEORGIA
COUNTY OF WALTON

AGREEMENT FOR PROVISION OF PROBATION SERVICES FOR THE MAGISTRATE COURT OF WALTON COUNTY, GEORGIA

THIS AGREEMENT FOR PROVISION OF PROBATION SERVICES FOR THE MAGISTRATE COURT OF WALTON COUNTY (this "Agreement") is made as of January 1, 2027, by and between **Southeast Corrections, LLC**, a Georgia limited liability company (the "Contractor"), and **Walton County, Georgia**, a political subdivision of the State of Georgia (the "County") (each a "party", and collectively, the "parties"). The Chief Judge of the MAGISTRATE Court of Walton County, Georgia joins in this Agreement for the purpose of consenting to the same.

W I T N E S S E T H:

WHEREAS, the County has been requested by the Chief Judge of the Magistrate Court of Walton County, Georgia to contract for the provision of probation and pretrial services for said Magistrate Court (the "Court"); and

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

WHEREAS, the Contractor desires to offer such services, and the County is willing to accept the same, on the terms and conditions set forth hereinbelow; and

WHEREAS, this Agreement was presented and approved at a meeting of the governing authority of the County pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 *et seq*.

NOW, THEREFORE, incorporating the foregoing recitals, and pursuant to O.C.G.A. § 42-8-101, the County and Contractor, in consideration of the mutual covenants and promises contained herein, do hereby agree as follows:

Section 1. Contractor's Services. During the term of this Agreement, the Contractor shall provide probation and pretrial services as ordered in the sole discretion of the Court, including but not limited to the following (collectively, the "services"):

1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, all first appearance hearings, and all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings and providing private pretrial supervision services for each defendant placed on a conditional bond during the hearings.

2. The Contractor shall maintain an office in Walton County, Georgia which shall be of such size and be open at such hours as is sufficient to satisfactorily perform the services.

3. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing, or as soon as is practicable thereafter, and each defendant at the time the Court imposes bond conditions on the defendant, or as soon as is practicable thereafter, for purposes

of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision or pretrial supervision.

4. The Contractor shall meet face-to-face or virtually with each probationer placed on probation under the supervision of the Selected Contractor, and with each defendant under bond conditions under the supervision of the Selected Contractor, at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Court order, and defendants that do not comply with bond conditions and the Court order, may be required to meet with their supervisor more than one (l) time every month. At the discretion of the Court, the Contractor shall provide intensive probation services or intensive pretrial supervision services that may include the requirement(s) for weekly reporting, virtual visits, drug testing, electronic monitoring, remote alcohol testing, or a combination of any or all these requirements. For probationers placed on intensive probation and defendants placed under intensive bond conditions, the Contractor shall charge the probationer or defendant no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements or intensive bond conditions are in effect.

5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.

6. The Court shall have the sole responsibility of and discretion in determining the appropriate programs, classes, or service(s) for each probationer and defendant, and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.

7. The Contractor shall collect from probationers and defendants under bond conditions, if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.

   (a) Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on no less than a monthly basis.

   (b) The Contractor shall collect fines, fees, restitution and court costs assessed to the offender by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8, not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, and probation fees currently due the Contractor; victims compensation fee (arrears only); fines; statutory surcharges; and other

Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each Offender. The Contractor will further provide a written receipt of all moneys paid to the Contractor by an Offender each time he or she makes a payment.

(c) The Contractor shall collect from probationers only those fees specifically ordered by the Court, in the Court's sole discretion, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer declared indigent by the Court any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.

8. The Contractor shall maintain fine, restitution or Court costs collected from the Probationers in a non-interest-bearing account without benefit or profit from said accounts.

9. Under no circumstances shall any portion or percentage of any fine monies, restitution, or court fees collected be retained by the Contractor.

10. A nine dollar ($9.00) per month surcharge shall be collected from each probationer placed on probation by the Contractor, unless the probationer is exempted by the Court, in the Court's sole discretion, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. § 17-15-13.

11. The Contractor shall adhere to O.C.G.A. § 42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three (3) months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the Court terminating the probated sentence within thirty (30) days of fulfillment of such conditions. The Court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.

12. The Contractor shall adhere to O.C.G.A. § 42-8-103.1. As provided in that statute, when a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the Court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until twelve (12) months after the sentence was entered and every four (4) months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

    Further, when a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after twelve (12) consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing,

evaluations, and rehabilitative treatment programs ordered by the Court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four (4) months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the Court to effectuate such purpose.

13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the County limits of Walton County, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting by Contractor of all community service work is required in a format satisfactory to the Court.

14. The Contractor shall administer drug and alcohol screens to probationers and defendants under bond conditions only as directed by the Court. Probationers or defendants shall assume the cost of random drug testing and shall pay those costs pursuant to the Fee Schedule provided.

15. The Contractor shall provide electronic monitoring of probationers and defendants under bond conditions only at the direction of the Court in accordance with Exhibit B, which is attached hereto and incorporated herein by reference. Probationers and defendants under bond conditions shall assume the cost of electronic monitoring and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting by Contractor of all electronic monitoring is required in a format satisfactory to the Court.

16. The Contractor shall prepare referrals for and lend assistance to probationers and defendants under bond conditions either ordered to receive or who desire employment assistance or other forms of counseling.

17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court-ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court-ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that court-ordered requirements are met.

18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant and shall provide the Court a report of any active warrants due to expire in the next thirty (30) days at the time of any modification/revocation hearing.

19. The Contractor shall provide notice as required by law and return to the Court any probationer and defendant under bond conditions that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation or bond, at which time the probation officer shall testify as to the circumstances of the case, giving the probationer or defendant full opportunity to refute any or all points. The probation officer shall comply with the Court's

ruling in reference to sentencing or possible revocation of probation or bond pursuant to the Court's procedures and Georgia law.

20. The Contractor shall maintain case files on each probationer and defendant under bond conditions to document compliance with the terms and conditions of probation or bond, reporting dates, and contacts as they occur and the amounts and dates of all monies collected.

21. The Contractor shall adhere to O.C.G.A. § 42-8-109.2 and maintain in a "confidential" manner all reports, files, records, and papers of whatever kind relative to the supervision of probationers and defendants, and shall make the same available only to authorized employees of the Contractor and authorized personnel of Walton County, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Act at all times.

22. In accordance with Georgia Department of Community Supervision Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the County and the Court and shall make the same available only to the Court, Walton County officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of Walton County, Georgia.

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

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

23. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; the number of defendants under bond conditions supervised by the Contractor; the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated; and the number of defendants under bond conditions whose bond has been revoked, in as much detail as may be required by law, rule or regulation.

24. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records may be made available to the Contractor, in the full discretion of the Clerk of Court, on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.

25. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.

26. The Contractor, including but not limited to its employees, agents, and representatives, shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers or defendants under bond conditions under its supervision for the payment of probation fees or fines or bond fees or amounts. Neither shall the Contractor, nor any of its employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this Agreement. Furthermore,

neither shall the Contractor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer or defendant may or shall attend. This paragraph shall not prohibit furnishing any probationer or defendant, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.

27. The Contractor shall supervise all persons assigned to probation or bond conditions by the Court with an average ratio of probationers and defendants to staff of no greater than two hundred seventy-five (275) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio of four hundred (400) to one (1).

28. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:

    (a) is at least twenty-one (21) years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. § 42-8-100;
    (b) has completed a standard two (2) year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six (6) months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. § 42-8- 102;
    (c) has received an initial forty (40) hours of orientation upon employment and has received twenty (20) hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty (40) hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six (6) months as of July l , 1996 pursuant to O.C.G.A. § 42-8-102;
    (d) has not been convicted of a felony;
    (e) where not specifically defined above, otherwise satisfies the requirements for employment provided by law, including, without limitation, Georgia Department of Community Supervision Rules 105-2-.09, 105-2-.10 and 105-2.-12 related to employee qualifications, initial training, and continuing education; and
    (f) otherwise complies with the uniform professional standards set forth in O.C.G.A. § 42-8-107 or in any rules and regulations promulgated by the Georgia Department of Community Supervision or its Board.

    In support of the foregoing, the Contractor shall conduct fingerprint supported background checks, as well as such other investigations (e.g. past employment and educational inquiries, etc.), as may be required by applicable law, including, without limitation, Georgia Department of Community Supervision Rule 105-2-.10, or which may otherwise be appropriate to ensure that the services are performed consistent with this Agreement.

29. Under no circumstances shall costs or charges be incurred by the Court or the County from the

Contractor for services rendered to the Court or the County. Under no circumstances shall the Contractor invoice, send a statement to, or otherwise bill the Court or the County for services rendered or for the reimbursement of expenses incurred during the rendering of services.

30. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, or any similar areas of interest related to this Agreement. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.

31. Within thirty (30) calendar days following termination of this Agreement, by any party and for whatever reason, the Contractor shall return/turn over to the County and the Court all files, documents, correspondence, papers and databases applicable to this Agreement, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the County and shall survive the termination of this Agreement.

32. During the term of this Agreement, the Contractor shall ensure that neither it nor its employees or contractors engage in any activity or relationship prohibited by applicable law, including, without limitation, O.C.G.A. § 42-8-109. Additionally, at the commencement of any calendar year under this Agreement, the Contractor shall deliver upon request to the County Administrator an affidavit certifying its compliance with said Code Section, as well as that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that in rendering services to the County that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the County.

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

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

34. Contactor shall follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the

activities and services provided under this Agreement.

Section 2. Contractor Compensation; Nature of Relationship.

In consideration of the satisfactory performance of the Contractor's obligations under this Agreement, the Contractor shall be authorized to collect those fees set forth in the Fee Schedule attached hereto as Exhibit A, which is incorporated herein by reference. Neither the County nor the Court shall in any event be responsible for any costs, expenses, or other charges incurred by the Contractor in the performance of this Agreement, and the Contractor shall bear sole responsibility and liability for the payment of any and all such costs, expenses, or other charges, without contribution or reimbursement of any kind from the County or the Court.

The parties intend that the Contractor will perform the services as an independent contractor only, and nothing herein shall be construed to be inconsistent with such status. The Contractor is not to be considered an agent or employee of the County for any purpose, and will have no authority to bind the County or otherwise incur liability on behalf of the County. Furthermore, notwithstanding anything in this Agreement to the contrary, neither the County nor the Court shall have any obligation to provide, and the Contractor shall not be entitled to receive, any benefits that the County or the Court may provide for their employees, including, but not limited to, pension and annuity benefits, medical insurance, and sick, holiday and vacation pay.

Section 3. Contractor's Reporting and Data Requirements. During the term of this Agreement, the Contractor shall, at a minimum, furnish to the Chief Judge and the Misdemeanor Probation Oversight Unit (MPOU) of the Department of Community Supervision a quarterly probation activity report in such detail as the Judge and the MPOU may require and which otherwise satisfies the requirements of applicable law, including, without limitation, O.C.G.A. § 42-8-108 and Georgia Department of Community Supervision Rule 105-2-.13. The Contractor shall also furnish such additional reports at such times and containing such data and information as the Chief Judge may reasonably request in order to monitor performance of the services by the Contractor.

Section 4. Court's Responsibilities. The Court's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items that are mutually agreed upon between County, Court, and Contractor in a writing signed by the parties.

Section 5. Term of Agreement; Termination. Unless earlier terminated as provided herein, this Agreement shall commence on January 1, 2027, and shall continue in full force and effect until December 31, 2027. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the County, in consultation with the Chief Judge, or by the Chief Judge, with the approval of the County, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon ninety (90) days' prior written notice to the County and Chief Judge. Additionally, the County or the Chief Judge may terminate this Agreement immediately for cause, including without limitation: material breach of this Agreement by Contractor; insolvency of Contractor; Contractor's Default under Section 11 hereinbelow; or the Contractor's filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days after termination, Contractor shall peaceably surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services hereunder and any equipment or supplies assigned to the Contractor by the Court. Within thirty (30) working days after termination, Contractor shall turn over to the Clerk of Court any moneys collected

or received, less supervision fees validly collected and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

Section 6. Miscellaneous Obligations. During the term of this Agreement, the following provisions shall apply:

1. Compliance with Law. The Contractor shall comply with all requirements and conditions set forth by the Chief Judge of the Court and shall at all times comply with any rules, regulations, statutes, and other laws of the State of Georgia, whether currently existing or enacted after the execution of this Agreement. Without limiting the foregoing, and to the fullest extent applicable to the services to be furnished hereunder, the Contractor specifically agrees that it shall fully comply with the provisions of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq. (and any related state and federal statutes, laws and regulations), and shall submit (and cause its agents, subcontractors, and consultants to submit) whatever affidavits, documents, and other evidence of compliance as may be required by said law(s) or otherwise reasonably requested by the County from time to time in connection with the services. It is not the intent of this paragraph to provide detailed information or legal advice concerning the Georgia Security and Immigration Compliance Act (or any related federal statute, law or regulation), and the Contractor shall be solely responsible for independently familiarizing itself with, and strictly observing, the requirements of thereof.

2. No Unlawful Discrimination. The Contractor will not discriminate against any employee, applicant for employment, probationer, or any other person in the performance of the services on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

Section 7. Representations of Contractor. In order to induce the County to enter into this Agreement, the Contractor warrants and represents (as well as covenants where indicated) to the County as follows, which shall be deemed independently material notwithstanding any prior knowledge or examination on the part of the County and its agents, officers, employees or representatives: (a) the Contractor has the required skill, experience, licenses, and qualifications to perform the services in accordance with this Agreement; (b) the Contractor is registered (and shall remain registered during the term of this Agreement) with the Department of Community Supervision as required by O.C.G.A. § 42-8-109.3; (c) there is no outstanding covenant, restriction, obligation, or other agreement binding upon the Contractor (or which purports to bind the Contractor) that is in conflict with any of the provisions of this Agreement or that would preclude the Contractor from entering into or performing this Agreement; (d) THE CONTRACTOR HAS HAD A FULL AND APPROPRIATE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL AS TO HIS RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT AND OF THE LEGAL EFFECT THEREOF; (e) THE CONTRACTOR HAS READ AND FULLY UNDERSTANDS THE CONTENTS OF THIS AGREEMENT, AND HAS VOLUNTARILY EXECUTED THIS AGREEMENT FREE FROM DURESS, IMPAIRMENT, OR UNDUE INFLUENCE OF ANY KIND; (f) if not a natural person, the Contractor is (i) duly formed, validly existing and in good standing under the laws of its state of organization, incorporation, or other formation, and (ii) possessed of all requisite power and authority to perform the terms of this Agreement; (g) the execution, delivery and performance of this Agreement by the Contractor (i) is within the power and authority of the Contractor; and (ii) has been authorized by all requisite organizational action of the Contractor (if not a natural person); (h) this Agreement constitutes the legal, valid and binding obligations of the Contractor, except as such

enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors' rights generally; (i) the Contractor's exact legal name is correctly set forth in this Agreement; and (j) there are no judicial, administrative or arbitral actions, suits, proceedings (public or private), claims, or governmental proceedings pending or, to the knowledge of the Contractor, threatened that are reasonably likely to prohibit or restrain the ability of the Contractor to enter into and perform this Agreement.

Section 8. Insurance. The Contractor shall at all times during this Agreement maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the County, and Contractor shall obtain such insurance before performance of the services hereunder. The Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force with Walton County, Georgia named as an additional insured. Each such policy shall provide that the policies may be canceled or materially altered or reduced in coverage by the insurer only after thirty (30) days' prior written notice to the County. For the purpose of this Agreement, the following types of insurance in at least the limits specified below shall be deemed acceptable by the County (provided that said limits shall be increased if applicable law now or at any time during the term hereof requires greater limits of coverage):

Coverages	Limits of Liability
Workers Compensation	Statutory
Employer's Liability	$1,000,000
General Liability - Bodily Injury and Property Damage	$1,000,000 each occurrence / $2,000,000 aggregate
Automobile Liability - Bodily Injury and Property Damage	$1,000,000 each accident
Excess Liability	$5,000,000 each occurrence / $5,000,000 aggregate
$1mil Excess Liability over $5mil Excess	$1,000,000 each occurrence / $1,000,000 aggregate
Professional E&O Liability	$1,000,000 each claim / $2,000,000 aggregate
Cyber Liability	$1,000,000 each claim / $1,000,000 aggregate
Management Liability (D&O / EPL)	$1,000,000 each claim / $1,000,000 aggregate

Subject to the approval of the County and to the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The Contractor shall additionally procure and maintain such other insurance and bonds as may be required by applicable law. The fact that the Contractor is either required to furnish and maintain liability insurance or that the Contractor furnishes and maintains the liability insurance as provided in this section shall not impair, limit, condition, or otherwise affect the obligation of the Contractor to indemnify and save the County and the Court harmless from and against those claims and damages set forth in Section 9 below.

Section 9. Indemnification. The Contractor will be entirely and solely responsible and liable for all acts and omissions on its part and those of its employees, agents, contractors, and representatives while engaged in the performance of the services. THE CONTRACTOR AGREES TO FULLY PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS THE COUNTY AND THE COURT, AND THEIR MEMBERS, JUDGES, OFFICIALS, REPRESENTATIVES, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, DAMAGES, DEMANDS, PENALTIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO LITIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES), LOSSES, AND OTHER LIABILITIES OF EVERY KIND AND NATURE, RELATING TO OR ARISING FROM, EITHER DIRECTLY OR INDIRECTLY: (I) ANY ACT, NEGLIGENCE, OR OMISSION OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN THE PERFORMANCE OF THE SERVICES; OR (II) ANY BREACH, VIOLATION, OR NONPERFORMANCE BY THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN RELATION TO THIS AGREEMENT OR ANY APPLICABLE LAWS. **If a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. Section 13-8-2, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. Section 13-8-2, but the remainder of this indemnification shall be unaffected. The obligations of the Contractor under this section shall survive the expiration or termination of this Agreement.**

Section 10. Standard of Care. In performing its professional services, the Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided, consistent with those uniform professional standards set forth in O.C.G.A. § 42-8-107 and in any rules and regulations promulgated by the Georgia Department of Community Supervision or its Board.

Section 11. Default and Remedies.

If, due to circumstances other than the County's failure to perform any term or condition of this Agreement, the Contractor fails, refuses, or is unable to timely perform any of its obligations under this Agreement, or if any warranty or representation made herein by the Contractor proves untrue (individually or collectively, and following notice and a period to cure as provided herein, a "Contractor's Default"), the County or the Court shall deliver to the Contractor written notice describing the Contractor's Default. The Contractor shall have seventy-two (72) hours from receipt of such notice within which to remedy any Contractor's Default.

If at the expiration of the curative period set forth in the immediately preceding paragraph the Contractor has not cured such Contractor's Default, the County shall be entitled to pursue any and all remedies available to the County at law or in equity, to include without limitation the right to obtain specific performance of this Agreement or other injunctive relief; it being understood and acknowledged that no remedy herein conferred upon or reserved to the County under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy so given or reserved or now or hereafter existing at law or in equity or by statute (unless otherwise provided in this Agreement).

If, following any Contractor's Default, the County should employ attorneys or other experts or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Contractor herein contained, the Contractor agrees that it shall on demand therefor pay to the

County the reasonable fees of such attorneys and other experts and such other expenses so incurred by the County. Any attorney's fees required to be paid by the Contractor under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

Section 12. Governing Law; Venue. THIS AGREEMENT HAS BEEN EXECUTED AND WILL BE PERFORMED IN THE STATE OF GEORGIA, COUNTY OF WALTON, AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. THE CONTRACTOR AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER MAY BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF WALTON, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA, AND THE CONTRACTOR AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE SAID COURTS.

Section 13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this Agreement shall be given full effect.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. The Contractor further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by the Contractor, and the Contractor acknowledges that he has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

Section 15. Notice. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement (collectively and individually each a "notice") shall be in writing, shall be signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being (a) deposited in the United States mail, postage prepaid, certified with return receipt requested, or (b) deposited with a national overnight courier service, or (c) hand delivery by other means, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Rejection of notice, or other refusal to accept notice, or inability to deliver notice because of changed address of which no notice has been received, shall also constitute receipt for purposes of this section. Any such notice, election, demand, request or response, shall be sent to the following address:

If to Contractor:

Southeast Corrections, LLC
Attn: Mr. John Prescott
1960 Satellite Boulevard, Ste. 3000
Duluth, Georgia 30097

If to County:

Walton County Board of Commissioners
Attn: David Thompson, Chairman
303 South Hammond Drive, Suite 116
Monroe, Georgia 30655

With a Copy to:

Magistrate Court of Walton County
Attn: Honorable Mike Burke
Chief Judge, Magistrate Court of Walton County
303 South Hammond Drive, Suite 118
Monroe, Georgia 30655

Section 16. Waiver. No failure by the County to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and the County may not waive any of its rights, except by a written instrument executed by the County. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

Section 18. Electronic Execution. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages of this Agreement by facsimile or other electronic transmission (e.g. pdf by email, etc.), and the signature page of either party to any counterpart may be appended to any other counterpart. The parties further expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party.

Section 19. Successors and Assigns. The Contractor and County each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Contractor nor the County will assign or transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Contractor and the County.

Section 20. Adequacy of Disclaimer. To the fullest extent permitted by law, Contractor acknowledges and agrees that all disclaimers, limitations, conditions, indemnifications, releases, waivers, and similar provisions appearing in this Agreement for the County's protection are plainly and conspicuously stated and shall be binding upon the Contractor regardless of the size, location, spacing, or other differentiation of the text constituting the same.

Section 21. Modification. This Agreement may be modified only by a written instrument duly executed by the parties hereto and consented to by the Chief Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing their names to be hereunto subscribed by their duly authorized officer(s), under seal, all being done as of the day and year first above written.

COUNTY:

WALTON COUNTY, GEORGIA,
by and through its Board of Commissioners

(OFFICIAL SEAL)

By: _____
David Thompson, Chairman

Signed and Sealed in the presence of

By: _____
Rhonda Hawk, County Clerk

CONTRACTOR:

SOUTHEAST CORRECTIONS, LLC

(SEAL)

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

CONSENTED TO AND APPROVED BY:

_____
Honorable Mike Burke, Chief Judge
Magistrate Court of Walton County, Georgia

[Exhibit(s) Attached]

EXHIBIT A

FEE SHEDULE
DETAILED FEES/SERVICES

FEE SCHEDULE **ALL AT NO COST TO WALTON COUNTY, GEORGIA OR THE MAGISTRATE COURT OF WALTON COUNTY**			
Service	Period/Unit	Probationer Paid	Cost to Court
Supervision Fee	Monthly (minimum)	$45.00	$0.00
Restitution Collection - Disbursement	No Cost	$0.00	$0.00
Payment only Cases	Monthly Three-month cap on fees	$45.00	$0.00
Intensive Supervision Fee	Monthly	$50.00	$0.00
Pre-Trial Diversion Supervision	Monthly	$45.00	$0.00
Drug Testing - 6 Panel - Lab Analysis Drug Testing - 7 Panel – Lab Analysis Drug Testing (12-panel) On-Site GC/MS Confirmation	Per Test Per Test Per Test Per Panel	$25.00 $30.00 $25.00 $25.00	$0.00 $0.00 $0.00 $0.00
Electronic Monitoring (GPS)	Per Day	$10.00	$0.00
Electronic Monitoring (mobile) Alcohol only	Per Day	$10.00	$0.00
One-time hook-up fee for all EM	One time	$50.00	$0.00
Interstate Compact Transfer Fee	If applicable/once	$50.00	$0.00
In-State Transfer Fee	If applicable	No charge	$0.00
Digital Processing Fee *Not assessed on Pay-only Cases	One time	$2.00	$0.00

EXHIBIT B

ELECTRONIC MONITORING SERVICES CORRECTIONAL SERVICES AGREEMENT BETWEEN SOUTHEAST CORRECTIONS, LLC. (SOUTHEAST CORRECTIONS) AND THE MAGISTRATE COURT OF WALTON COUNTY (THE COURT)

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

SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

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

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

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

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

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

Notification Options.

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

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

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

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

MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet and a central computer system. The Units communicate with the host computer system through the anklet's internal cellular phone.

The mobile alcohol monitoring system utilizes a remote breath alcohol device which communicates with the host computer system via a mobile application that is downloaded to the cell phone of the probationer, pre-trial diversion participant, or bond participant ordered to submit to random alcohol breath testing.

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

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

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

Identify authorized personnel to which Southeast Corrections may report violations.

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

Identify and make available contact information for the Court's staff for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.

Walton County Public Works

1407 South Madison Avenue
Monroe, Georgia 30655
Telephone (770) 267-1350
Fax (770) 267-1310

John Allman
Director of Public Works

Ray Johnson
Asst. Director of Public Works

November 19, 2026

TO: Walton County Board of Commissioners
FROM: John Allman, Public Works Director
RE: Infrahub Asset Management Program

The Public Works Department currently uses 'PubWorks,' an on-premise server software. Technical support for PubWorks ends on December 27, 2026, which will leave the system vulnerable and unstable. While Public Works already uses Infrahub's software for several tasks, fully migrating to Infrahub's cloud-based platform will significantly improve our daily operations, field accessibility, and overall workflow productivity.

Please let me know if you have any questions.

Sincerely,

John Allman
Public Works Director

MASTER TERMS AND CONDITIONS

SOFTWARE AND PAVEMENT ASSESSMENT SERVICES

AGREEMENT

These Master Terms and Conditions are made and entered into on this _____ day of _____, 2026 (the "Effective Date"), by and between InfraHub Inc., a Delaware corporation with its principal offices located at 156 2nd Street, Suite 201, San Francisco, CA 94105 ("InfraHub") and Walton County, Georgia, a political subdivision of the State of Georgia, with its principal office located at 111 South Broad Street, Monroe, GA 30655 ("Client"), (each, a "Party" and collectively, the "Parties"). These Master Terms and Conditions and the Order(s) and Exhibits attached hereto or referencing these Master Terms and Conditions are collectively referred to as the "Agreement."

1. DEFINITIONS.

1.1 "Application Platform" or "Platform" means InfraHub's proprietary web-based application platform, including the modules, features, and functionality made available to Client under the applicable Order, and all technology resources and infrastructure supporting the Services. The Application Platform includes the updates, releases, improvements, and corrections that InfraHub makes generally available to the modules, features, and functionality included in Client's Order.

1.2 "Centerline File" means the GIS centerline file or equivalent road-network data provided by Client identifying the roads maintained by Client that are to be assessed under an applicable Order.

1.3 "Client Data" means data, content, information, and materials provided to InfraHub by or on behalf of Client in connection with the Services, including the Centerline File, Client's work order, asset, fleet, and inventory records, and the Roadway Imagery. Client Data does not include Deliverables.

1.4 "Confidential Information" means any and all technical, business, client or proprietary information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), directly or indirectly, including, but not limited to, information regarding the Disclosing Party's business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists and information regarding the Disclosing Party's employees, clients, vendors, and consultants regardless of whether such information is marked "confidential" or some other proprietary designation, but which by its nature is information that would reasonably be considered to be confidential information of the Disclosing Party. In the case of InfraHub, Confidential Information includes the Application Platform source code. In the case of Client, Confidential Information includes all Client Data (other than Roadway Imagery, which is captured on public rights-of-way) and any information relating to Client's users.

1.5 "Deliverables" means the processed data sets, files, reports, and other materials identified in an Order for delivery by InfraHub to Client, including Pavement Condition Index ratings. Deliverables do not include the Application Platform or the Documentation.

1.6 "Documentation" means InfraHub's user guides and manuals relating to the Services and Application Platform, including on-line help, as updated and amended from time to time.

1.7 "include" and "including" mean including without limitation.

1.8 "Intellectual Property" means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software

code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

1.9 "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

1.10 "Order" means an order form, quote, or similar ordering document issued by InfraHub and executed or otherwise accepted by Client that references this Agreement, pursuant to which Client orders Services.

1.11 "Pavement Assessment Services" means the services described in Section 3.2 and the applicable Order, under which Client captures Roadway Imagery for its road network and InfraHub processes the Roadway Imagery and delivers the Deliverables, including an updated Pavement Condition Index.

1.12 "Pavement Condition Index" or "PCI" means a numerical rating of pavement surface condition generated using InfraHub's proprietary methodology.

1.13 "Platform Services" means the subscription services ordered by Client under an Order, including (i) access and use rights to the Application Platform and the modules identified in the Order, (ii) hosting services, and (iii) support services.

1.14 "Professional Services" means implementation, data migration, configuration, training, and similar services identified as Professional Services in an Order.

1.15 "Roadway Imagery" means the video, still images, GPS and location data, and related sensor data of Client's road network that Client captures and provides to InfraHub for the Pavement Assessment Services. Roadway Imagery is Client Data.

1.16 "Security Event" is an event where Client Data or Confidential Information of Client in InfraHub's or its subcontractors' possession or control is accessed, used, or disclosed by an individual or entity not authorized to do so, or where there is a reasonable basis to believe that such access, use, or disclosure may have occurred.

1.17 "Services" means, collectively, the Platform Services, the Pavement Assessment Services, and the Professional Services described in an Order.

Other terms are defined in the context in which they are used throughout the Agreement.

2. APPLICATION PLATFORM RIGHTS, OBLIGATIONS, AND LIMITATIONS.

2.1 Provision of Platform Services and Application Platform. Subject to the provisions of this Agreement, InfraHub will make available to Client and its end users on a non-exclusive and non-transferable basis the Platform Services, Application Platform, and Documentation in accordance with the applicable Order, Documentation, and other terms of this Agreement. Unless expressly provided otherwise, InfraHub will be responsible for: (i) hosting, operating, maintaining, and supporting the Application Platform; (ii) providing standard support at no additional charge (and/or specialized support if identified on

an Order); and (iii) making available upgrades, enhancements, and error corrections to the modules, features, and functionality included in Client's Order when InfraHub makes them generally available. InfraHub will provide, at its own expense, the hosting infrastructure, software, and personnel needed to operate and deliver the Application Platform and Platform Services. Client is responsible for the computers, mobile devices, browsers, and Internet connectivity that its users need to access the Application Platform.

2.2 Access and Use Rights. InfraHub may specify reasonable procedures in the Documentation according to which Client and end users may establish and obtain such access to and use of the features and functions of the Platform Services and Application Platform through the Internet, including, without limitation, provision of any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures. Subject to the terms of this Agreement, InfraHub hereby grants to Client the non-transferable (except as otherwise permitted by this Agreement), non-exclusive, non-sublicensable, limited right and license to use and access the Platform Services and Application Platform in accordance with the applicable Order(s), Documentation, and other provisions of this Agreement. Such rights and license include the right for Client's employees, elected and appointed officials, contractors, and agents to use and access the Application Platform on Client's behalf.

2.3 Orders. The initial Order is attached as Exhibit A (Order Form). Client may add modules, Services, or other items to its subscription by executing a new Order or a written amendment to an existing Order. Each Order is subject to and incorporates this Agreement.

2.4 Limitations on Use. Except as otherwise provided in this Agreement, Client will not: (i) sell, rent, lease, sublicense or otherwise transfer or distribute the Application Platform or Documentation or any copies of the Application Platform or Documentation; (ii) modify, translate, reverse engineer, decompile or disassemble the Application Platform; (iii) create or prepare derivative works based upon the Application Platform; (iv) create any copy of or "mirror" the Application Platform; (v) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Application Platform or Documentation; or (vi) use the Application Platform or Documentation to develop, or to train a model for, a product or service that competes with the Application Platform.

3. PAVEMENT ASSESSMENT SERVICES; DELIVERABLES; PROFESSIONAL SERVICES.

3.1 Centerline File. Before each pavement assessment under an Order, Client will provide InfraHub with a current Centerline File identifying the roads to be assessed. Client is responsible for the accuracy and completeness of the Centerline File, and InfraHub is entitled to rely on the Centerline File in performing the Services.

3.2 Pavement Assessment Services. Client will capture Roadway Imagery for the roads identified in the Centerline File at the frequency stated in the applicable Order, using Client's own camera equipment operated by Client's personnel in Client's vehicles on public rights-of-way, and following InfraHub's written collection instructions (covering matters such as camera mounting, driving speed, lighting, and upload). Client is responsible for its personnel and vehicles and for compliance with traffic laws during collection, and collection scheduling is subject to weather, road, and safety conditions. InfraHub will provide the collection instructions and upload tools and reasonable remote support during collection, and will process the Roadway Imagery into the Deliverables. InfraHub may ask Client to re-capture segments where the Roadway Imagery does not meet the collection instructions, and InfraHub is not responsible for gaps or delays in the Deliverables to the extent caused by Roadway Imagery that was not captured or does not meet the collection instructions. Each Party acknowledges that Roadway Imagery is gathered from public rights-of-way and may incidentally include images of persons, vehicles, or property, and each Party will handle such imagery in accordance with applicable law.

3.3 Deliverables. InfraHub will process the Roadway Imagery and deliver to Client the Deliverables identified in the applicable Order, in the formats specified in such Order. Deliverables are delivered when InfraHub makes them available to Client in the Application Platform and notifies Client. Client will have thirty (30) days after delivery to review the Deliverables and to notify InfraHub in writing of any material nonconformity with the applicable Order. InfraHub will correct any reported nonconformity and redeliver the affected Deliverables at no additional charge, and Client will have fifteen (15) days to review the corrected Deliverables. Deliverables that Client does not reject in writing within the applicable review period are accepted.

3.4 Professional Services. Client may obtain Professional Services from InfraHub under an Order. The Order will describe the Professional Services, the fees payable by Client, and any assumptions or dependencies relating to them. Any modification to the Services or to an Order will be effective only when agreed in writing by authorized representatives of both Parties.

4. AVAILABILITY AND SUPPORT.

4.1 Availability. InfraHub will make the Application Platform available at least 99.5% of the time in each calendar quarter, excluding scheduled maintenance (which InfraHub will perform outside 7:00 a.m. to 5:00 p.m. Eastern Time on business days where reasonably possible, with advance notice to Client) and events described in Section 14 (Excusable Delay). If availability in a calendar quarter is below 99.5%, Client will be entitled, on written request made within thirty (30) days after the end of that quarter, to a credit against its next invoice equal to the following percentage of the Platform Services fees for that quarter (one-quarter of the annual Platform Services fee): five percent (5%) if availability is at least 99.0%; ten percent (10%) if availability is at least 98.0% but less than 99.0%; and twenty-five percent (25%) if availability is less than 98.0%. Service credits are Client's sole monetary remedy for unavailability.

4.2 Support. InfraHub will provide support to Client's authorized users by email from 9:00 a.m. to 5:00 p.m. Eastern Time on business days, at no additional charge. InfraHub will provide a first response within two (2) business hours for Critical issues and within one (1) business day for all other issues. A "Critical" issue means the Application Platform is unavailable, or a core function such as creating or completing work orders does not work, and there is no reasonable workaround.

5. FEES.

5.1 Service Fees. Client will pay to InfraHub the charges set forth in the applicable Order for the provision of the Services (the "Service Charges"), subject to the other provisions of this Section 5 (Fees).

5.2 Professional Services Fees. Client will pay to InfraHub the charges set forth in the applicable Order for the Professional Services (the "Professional Services Charges"), subject to the other provisions of this Section 5.

5.3 Order Terms; Renewals. Each Order states its term (the "Order Term") and any renewal terms. InfraHub will provide renewal pricing reasonably in advance of the end of the Order Term.

5.4 Invoicing; Payment of Fees. InfraHub will invoice Client for Service Charges and other amounts as set forth in the applicable Order. All Service Charges, Professional Services Charges, and other amounts payable by Client under this Agreement (collectively, "Charges"), which are not disputed in good faith, are due and payable within thirty (30) days of Client's receipt of the applicable invoice. If an undisputed Charge is more than thirty (30) days past due, InfraHub may send Client a written past-due notice (a "Past-Due Notice"). If the Charge remains unpaid thirty (30) days after Client's receipt of the Past-Due Notice, InfraHub may charge interest on it at one percent (1.0%) per month, or the maximum rate permitted by applicable law if lower, from the due date until paid, and may suspend access under Section 5.7. If Client disputes any portion of an invoice in good faith, Client will notify InfraHub in writing within

thirty (30) days after receipt of the invoice, describing the basis for the dispute, and will pay the undisputed portion when due, and the Parties will work in good faith to resolve the dispute promptly.

5.5 Expenses. The Charges are inclusive of InfraHub's costs and expenses, and Client will not be responsible for reimbursing any expenses unless expressly set forth in an Order.

5.6 Taxes. Charges do not include taxes. Client represents that, as a political subdivision of the State of Georgia, it is exempt from Georgia sales and use tax, and Client will provide InfraHub with its exemption certificate on request. If any sales, use, or similar tax is nonetheless lawfully assessed on the Services provided to Client (other than taxes based on InfraHub's income, employment, or property), Client will pay that tax or reimburse InfraHub for it.

5.7 Suspension. If an undisputed Charge remains unpaid thirty (30) days after Client's receipt of a Past-Due Notice under Section 5.4, InfraHub may suspend Client's access to the Platform Services until it is paid. InfraHub will restore access promptly after payment, will not delete Client Data during a suspension, and will not suspend for Charges Client has disputed in good faith under Section 5.4. Suspension does not relieve Client of its obligation to pay Charges.

6. OWNERSHIP.

6.1 Ownership Rights. Except for the license and other rights granted to Client in this Agreement, InfraHub retains all right, title and interest in and to the Application Platform, the Documentation, InfraHub's Confidential Information, and the algorithms, models, methodologies, and know-how used to perform the Services, including all Intellectual Property Rights therein.

6.2 Client Data. As between the Parties, Client owns the Client Data, including the Roadway Imagery, and all Intellectual Property Rights in it. Client grants InfraHub a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable license to host, copy, process, display, and use the Client Data: (a) to perform the Services; (b) in de-identified or aggregated form that does not identify Client or any individual, to develop, train, and improve InfraHub's products and services, including machine learning and other analytical models; and (c) in the case of Roadway Imagery, which is captured on public rights-of-way, for any lawful purpose. InfraHub will not sell Client Data, will not disclose Client Data in a form that identifies Client or any individual except as this Agreement permits, and will not publicly attribute Roadway Imagery to Client without Client's consent. InfraHub may retain and use Roadway Imagery, de-identified or aggregated data, and improvements to its products and services after this Agreement ends.

6.3 Deliverables. Upon delivery and payment of the applicable Charges, Client owns the Deliverables, and Client's ownership of Deliverables delivered and paid for survives termination of this Agreement. InfraHub retains its rights under Section 6.1 (Ownership Rights) and a license to use the Deliverables on the same terms as Section 6.2(a) and (b).

6.4 Feedback. InfraHub may use any suggestions, comments, or other feedback that Client or its users provide about the Application Platform or Services without restriction or obligation to Client.

7. TERM OF AGREEMENT AND DEFAULT.

7.1 Term. The term of this Agreement begins on the Effective Date and ends when the last Order Term ends (for the initial Order, June 30, 2030), unless earlier terminated in accordance with this Agreement (the "Term").

7.2 Termination by InfraHub. InfraHub may, by written notice to Client, terminate this Agreement or the applicable Order if: (a) an undisputed Charge remains unpaid sixty (60) days after Client's receipt of a Past-Due Notice under Section 5.4; or (b) Client materially breaches this Agreement (including

any provision relating to InfraHub's Confidential Information or Intellectual Property or the restrictions on use of the Application Platform) and fails to cure such breach within thirty (30) days of receipt of written notice.

7.3 Termination by Client. Client may terminate this Agreement or any Order, by written notice to InfraHub, if InfraHub commits a material breach of this Agreement which remains uncured for a period of thirty (30) days after InfraHub's receipt of written notice thereof from Client. Client may terminate this Agreement or any Order for convenience at any time upon 120 days' written notice or upon 30 days' written notice prior to the end of any fiscal year.

7.4 Bankruptcy. Either Party will have the right to terminate this Agreement by providing written notice to the other Party upon the occurrence of any of the following events, but only to the extent such events are not dismissed within 120 days from the date such events first occurred: (i) a receiver is appointed for the other Party; (ii) the other Party makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (iii) the other Party commences or has commenced against it, proceedings under any bankruptcy law; or (iv) the other Party ceases to do business.

7.5 Pro-Rata Refund. If this Agreement or an Order is terminated by Client pursuant to Section 7.3, InfraHub will refund any pre-paid Charges for Services not yet performed, prorated on an equitable basis.

7.6 Data Export. At any time during the Term, and for sixty (60) days following expiration or termination of this Agreement, upon Client's written request, InfraHub will provide Client with a complete copy of the Client Data (other than Roadway Imagery, which Client captured and retains) and of any Deliverables previously delivered and paid for, in InfraHub's standard export formats, within ten (10) business days and at no additional charge.

7.7 Effect of Termination. Except as expressly set forth otherwise in this Agreement, upon expiration or termination of this Agreement: (i) the licenses and rights to the Application Platform granted hereunder will terminate and Client will cease using the Application Platform, the Documentation, and InfraHub's Confidential Information; (ii) the Application Platform (and associated hosting and support) will cease to be accessible to Client and its users; (iii) upon the Disclosing Party's written request, the Receiving Party will return or destroy the Disclosing Party's Confidential Information (subject to Section 7.6 (Data Export), and excluding copies retained in routine backup systems or as required by applicable law); and (iv) Client will pay all accrued but unpaid Charges within thirty (30) days of the applicable invoice. For clarity, expiration or termination of this Agreement does not affect Client's ownership of Deliverables delivered and paid for, as described in Section 6.3 (Deliverables).

8. CONFIDENTIALITY AND DATA SECURITY.

8.1 General. During the Term of this Agreement and thereafter, each Party will treat as confidential all Confidential Information of the other Party, will not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, will implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of the other Party's Confidential Information and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such Party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the Parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement, but in no event less than reasonable care. Except as expressly authorized in this Agreement, neither Party will copy Confidential Information of the other Party without the Disclosing Party's prior written consent.

8.2 Exclusions. Except as otherwise provided below, Confidential Information will not include, or will cease to include, as applicable, Confidential Information that the Receiving Party can document and prove: (a) is or becomes generally available to the public through no improper action or inaction by the Receiving Party; (b) was known by the Receiving Party or in the Receiving Party's possession prior to receipt of the Disclosing Party's Confidential Information as shown by the Receiving Party's business records kept in the ordinary course; (c) is disclosed with the prior written approval of the Disclosing Party; (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and provided that the Receiving Party can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development; or (e) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights. The exclusions in this section will not apply with respect to personal or private data that requires protection under applicable laws or regulations.

8.3 Court Order. The Receiving Party may disclose Confidential Information of the other Party only pursuant to the order or requirement of a court, administrative agency, or other governmental body and only provided that the Receiving Party provides prompt, advance written notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the Disclosing Party, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose. Confidential Information so disclosed will continue to be deemed Confidential Information as between the Parties hereto.

8.4 Remedies. If either Party breaches any of its obligations with respect to confidentiality or unauthorized use or disclosure of Confidential Information hereunder, the other Party is entitled to seek equitable and injunctive relief in addition to all other remedies that may be available to protect its interest.

8.5 Data Security. InfraHub will maintain a written information security program with commercially reasonable administrative, technical, and physical safeguards designed to protect Client Data and Client's Confidential Information in InfraHub's possession or control against unauthorized access, use, or disclosure, and will comply with applicable federal and state privacy and data security laws in performing the Services. InfraHub will host Client Data and the Application Platform in data centers located in the United States.

8.6 Security Events. If InfraHub discovers or otherwise becomes aware of a Security Event, InfraHub will notify Client without undue delay, will provide Client with reasonably available details regarding the Security Event, and will reasonably cooperate with Client to mitigate and remediate the impact of the Security Event as required by applicable law.

8.7 Public Records. InfraHub acknowledges that Client is a public agency and that this Agreement, Client Data, and Deliverables in Client's possession may be subject to disclosure under applicable public records laws. Notwithstanding anything to the contrary in this Section 8, Client may disclose information to the extent required by such laws, and such disclosure will not constitute a breach of this Agreement. To the extent permitted by law, Client will provide InfraHub with reasonable notice of any public records request implicating InfraHub's Confidential Information so that InfraHub may seek any available exemption from disclosure.

9. PUBLICITY. InfraHub may identify Client as a customer and, in a factual and non-disparaging manner, may use Client's name and logo and describe the Services it provides to Client and their results in customer lists, case studies, proposals, conference presentations, its website, and other marketing materials. Press releases and public announcements about this Agreement, statements attributed to Client or its personnel, and any use of Client's Confidential Information require Client's prior approval (email is sufficient). On

Client's written request, InfraHub will discontinue further use of any specific material. Client will not use InfraHub's name, trademarks, or logos in public announcements or marketing materials without InfraHub's prior approval.

10. INDEMNIFICATION.

10.1 Indemnification. InfraHub will defend, indemnify and hold Client and its officers, officials, and employees harmless from and against any and all losses, damages, costs, judgments, liabilities, and expenses (including reasonable attorneys' fees, court costs, and disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties) (collectively, "Losses") arising out of or relating to any third party claims, demands, or proceedings (a "Claim"): (i) for bodily injury, death, or damage to tangible property to the extent caused by the negligence or willful misconduct of InfraHub or its subcontractors in performing the Services; or (ii) asserting that the Application Platform, the Services, or the use thereof (as permitted under this Agreement) infringes or misappropriates any third party's Intellectual Property Rights.

10.2 Procedure. Client will give InfraHub prompt written notice of all Claims for which indemnity is sought hereunder and will provide InfraHub with: (a) all related documentation in Client's possession or control relating to such Claims; and (b) reasonable assistance to InfraHub in the defense of such Claims. InfraHub will control, at InfraHub's sole cost and expense, the defense or settlement of all such Claims and will keep Client apprised of the status of all such Claims. Client will have the right, but not the obligation, to participate in the defense of all such Claims with counsel of Client's choice at Client's sole cost and expense. If any settlement requires any action or admission by Client, then the settlement will require Client's prior written consent. Failure by Client to provide prompt notice of a claim or to provide such control, authority, information or assistance will not relieve InfraHub of its obligations under this section, except to the extent that InfraHub is materially prejudiced by such failure.

10.3 Limitations. InfraHub will not have any liability or indemnification obligations to Client under Section 10.1(ii) of this Agreement to the extent that any Losses arise directly as a result of: (a) use of the Application Platform or Services by Client or any third party in combination with equipment, materials, products or software not authorized by InfraHub where the Application Platform or Services alone would not be infringing; or (b) compliance with designs, plans, or instructions provided to InfraHub by Client.

10.4 License, Replacement or Refund. If the Application Platform or Services becomes the subject of a Claim as set forth in Section 10.1(ii) above or if InfraHub believes that the Application Platform or Services is likely to become the subject of a Claim, InfraHub may, at its sole discretion and expense: (i) obtain a license from such third party for the benefit of Client; (ii) replace or modify the Application Platform or Services ("Replacement") so it is no longer the subject of a Claim so long as such Replacement performs substantially the same functions as the Application Platform or Services at issue; or (iii) if neither of the foregoing is commercially feasible, terminate this Agreement and refund any pre-paid Service Charges or Professional Services Charges (as applicable) for Services not yet performed.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, INFRINGEMENT OR OTHER CONTRACT OR TORT CLAIMS) EXCEED THE TOTAL CHARGES PAID OR PAYABLE BY CLIENT TO INFRAHUB DURING THE MOST RECENT 24 MONTH PERIOD PRIOR TO THE LAST EVENT GIVING RISE TO LIABILITY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE.

11.3 THE PARTIES EACH ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 (LIMITATION OF LIABILITY) WILL NOT APPLY TO ANY LOSSES AS THE RESULT OF: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

12. REPRESENTATIONS AND WARRANTIES.

12.1 InfraHub represents and warrants to Client that:

(a) InfraHub is the owner of or licensee of all rights necessary and appropriate to perform the Services and grant the rights hereunder to the Application Platform and the Deliverables;

(b) InfraHub has the power and authority to enter into this Agreement;

(c) the Services will be performed in a timely, professional and workman-like manner in accordance with industry standards, and with a degree of care, skill and expertise as is required for the provision of services of a similar nature;

(d) the Application Platform and Platform Services will be provided and perform in all material respects the functions and features described in the then current Documentation and as otherwise required under the applicable Order; InfraHub will promptly repair or replace any non-conformity associated with the Application Platform or Platform Services so that each are in compliance with the Documentation and this Agreement;

(e) InfraHub will not violate any law or regulation or any agreements with any third party as a result of performing its obligations under this Agreement;

(f) prior to making available the Services or Application Platform (including any updates, upgrades, or enhancements) to Client, InfraHub will use commercially reasonable efforts to detect and screen out any Virus or malicious code through the use of one or more current virus and malware detection programs. For purposes of this Agreement, "Virus" means a set of computer instructions which are self-replicating or self-propagating and whose purpose or effect is to contaminate software, consume computer resources, or modify, destroy, record or transmit data or programming without the intent or permission of the user, including, without limitation, Trojan horses, worms or like destructive code; and

(g) the Documentation will be sufficient to allow a user qualified in the subject matter of the application to use the Application Platform or Services.

12.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION AND AS PERMITTED BY LAW, WARRANTIES AS TO SATISFACTORY QUALITY, MERCHANTABILITY, ACCURACY OF RESULTS, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. INFRAHUB DOES NOT WARRANT THAT THE APPLICATION PLATFORM OR THE SERVICES WILL BE COMPLETELY ERROR FREE OR THAT THE USE OF THE APPLICATION PLATFORM WILL BE UNINTERRUPTED OR PROBLEM OR ERROR-FREE.

12.3 Assessment Data. Client acknowledges and agrees that PCI scores, condition ratings, asset inventories, planning recommendations, responses generated by AI functionality, and other analytical outputs included in the Deliverables or the Application Platform (collectively, "Assessment Data") are generated using InfraHub's proprietary analysis methods and are estimates provided for planning, budgeting, and informational purposes only, and outputs generated by AI functionality may be incomplete or inaccurate. Assessment Data does not constitute professional engineering services or a substitute for engineering inspection or judgment. Client is responsible for independently verifying Assessment Data before relying on it for engineering, construction, or safety-related decisions. Client is solely responsible for decisions it makes using Assessment Data. InfraHub has no obligation to reprocess, update, or correct Assessment Data after delivery, except to correct a nonconformity under Section 3.3 (Deliverables) or Section 12.1. InfraHub will not be liable for any loss or damage arising from Client's reliance on Assessment Data, except to the extent caused by InfraHub's breach of Section 12.1 or its gross negligence or willful misconduct.

13. PLATFORM MODIFICATIONS. InfraHub may modify the Application Platform and Services from time to time, provided that such modifications will not materially reduce the core functionality of the Application Platform during a paid Order Term.

14. EXCUSABLE DELAY. Neither Party will be liable to the other for any loss, damage, delay or breach in performing any obligations hereunder (other than payment obligations) to the extent resulting from any cause or event beyond the reasonable control of the Party being released hereby, including acts of God, weather or road conditions that prevent or delay the safe or accurate capture of Roadway Imagery, telecommunication or power failures, and acts or omissions of civil or military authorities. The Party seeking to be released under this Section will as soon as practicable notify the other Party of the force majeure event and will use commercially reasonable efforts to mitigate its impact. If a force majeure event delays the capture of Roadway Imagery or the delivery of Deliverables, the Parties will reschedule the affected work and InfraHub will deliver the affected Deliverables as promptly as reasonably practicable.

15. INSURANCE. InfraHub will maintain, for the Term, the insurance described below.

15.1 InfraHub's Insurance. InfraHub must maintain at its sole cost and expense, the minimum valid, effective and collectible insurance of the following types and minimum coverage amounts:

(a) Workers' Compensation. Workers' compensation or qualified self-insurance in compliance with the requirements of each state in which the Services are to be performed.

(b) Employers' Liability. Employers' liability insurance with a limit of not less than $1 million for bodily injury by accident, $1 million for bodily injury by disease, and $1 million for policy limits.

(c) Commercial General Liability. Commercial general liability insurance providing coverage on an occurrence form basis and including coverage for bodily injury, property damage, blanket contractual liability (including coverage for InfraHub's indemnification obligations under this Agreement), products liability and completed operations. The insurance must have limits of not less than $1 million each occurrence for bodily injury and property damage and personal and advertising injury, $2 million annual general aggregate, and $1 million products and completed operations annual aggregate. InfraHub's Commercial General Liability policy or policies will provide that the insurance company has the duty to defend all insureds under the policy.

(d) Professional Liability. Professional Liability coverage with a limit of liability of not less than $1 million for financial loss due to error, omission, or negligence of InfraHub and its employees.

(e) Cyber Security. Cyber security and privacy liability coverage of at least $1 million or evidence of expanded coverage for actual or alleged privacy breaches, confidentiality breaches, security breaches, and on-line media activity (including any claim made for an alleged online media activity resulting in a media hazard) within InfraHub's general liability or professional liability policies.

Where applicable, Umbrella or Excess liability insurance policies may be used to provide the limits required under this Agreement. None of the foregoing requirements as to the type and limits of insurance to be maintained by InfraHub is intended to, and such requirements should not be construed to, limit in any manner InfraHub's obligations under this Agreement.

15.2 Insurance Requirements. All insurance policies must be issued by reputable insurers authorized to do business in the state where the Services are to be performed. InfraHub's insurance will be primary with respect to claims arising out of InfraHub's performance under this Agreement.

15.3 Certificates; Additional Insured. Upon Client's written request, InfraHub will furnish certificates of insurance evidencing the coverage required above and will name Client as an additional insured on the commercial general liability policy with respect to InfraHub's performance under this Agreement. InfraHub will provide Client with written notice within thirty (30) days of any cancellation or material reduction of the required coverage.

16. GENERAL.

16.1 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Except as this Agreement expressly provides otherwise, the rights and remedies of the Parties are cumulative.

16.2 Assignment. This Agreement will be binding on the Parties hereto and their respective successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent will not be unreasonably withheld), except that either Party may assign this Agreement, in whole, without consent to a successor in interest in connection with a merger, reorganization, or sale of all or substantially all of its assets or equity; provided that no assignment will relieve the assigning Party of its obligations under this Agreement. Any assignment in violation of this Section is void.

16.3 Subcontracting. InfraHub may subcontract portions of the Services, provided that InfraHub remains fully responsible for the performance, acts, and omissions of its subcontractors and for its subcontractors' compliance with the applicable terms of this Agreement, including those pertaining to confidentiality, security, and intellectual property.

16.4 Direction and Control. InfraHub's personnel, whether employees, independent contractors or subcontractors, performing Services will at all times be under InfraHub's exclusive direction and control and will not be deemed employees of Client. InfraHub will be responsible for payment of its independent contractors, subcontractors and its employees' entire compensation and benefits, as applicable, including employment taxes, workers' compensation, unemployment compensation and any similar taxes associated with employment or their relationship. Client and InfraHub agree that neither Party will be an employee, agent, partner or joint venturer of or with the other. InfraHub, in furnishing the Services, is acting as Client's independent contractor. InfraHub will be fully responsible for the acts and omissions of its employees, contractors, subcontractors, and other delegates as if they were performed by InfraHub. Neither Party has any authority to represent, contract, or commit the other in any matters, except as expressly authorized in this Agreement.

16.5 Governing Law. This Agreement is governed by and construed in all respects in accordance with the laws of the State of Georgia, without regard to conflicts of laws principles.

16.6 Dispute Resolution. Before initiating litigation arising out of or relating to this Agreement (other than an action for equitable or injunctive relief or to preserve rights during any applicable limitations period), the Parties will first attempt in good faith to resolve the dispute through negotiation between representatives of each Party with authority to settle the dispute, for a period of at least thirty (30) days following written notice of the dispute.

16.7 Venue. Any claim arising out of or relating to this Agreement or any Order not resolved pursuant to Section 16.6 (Dispute Resolution) will be brought only in the state or federal courts with jurisdiction over Walton County, Georgia, and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

16.8 Interpretation. If any provision of this Agreement is found to be unenforceable, such provision will be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable, and this Agreement will otherwise remain in full force and effect.

16.9 Notices. Except as provided in any express provision of this Agreement, any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given or made pursuant to this Agreement will be in writing (except where oral notice is specifically authorized in this Agreement) and will be deemed given upon actual receipt (or independent confirmation thereof) when delivered by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) a nationally recognized overnight courier, or (c) email (with confirmation of transmission), in each case addressed as follows:

If to Client:

Walton County Board of Commissioners, 111 South Broad Street, Monroe, GA 30655

Attn: John Allman, Public Works Director | Email: jallman@co.walton.ga.us

With a copy to:

Tyler Pannell, Stormwater Manager

Email: tyler.pannell@co.walton.ga.us

If to InfraHub:

InfraHub Inc., 156 2nd Street, Suite 201, San Francisco, CA 94105

Attn: Chief Executive Officer | Email: stefan@infrahub.ai

A Party may change its address or designee for notices by written notice to the other Party.

16.10 Orders. All Orders are subject to and incorporate this Agreement, including its Exhibits. If there is a conflict between (i) an Order and (ii) these Terms and Conditions, these Terms and Conditions take precedence, unless expressly provided otherwise.

16.11 Counterparts. This Agreement may be executed in counterparts, including execution by facsimile, pdf or other electronic transmission, which, when taken together, will be deemed to constitute one and the same Agreement.

16.12 Compliance with Laws and Regulations. InfraHub will perform its obligations in a manner that complies with applicable federal, state, and local laws, regulations, ordinances and codes, including laws prohibiting discrimination on the basis of race, color, religion, age, sex, ancestry, medical condition, marital status, sexual orientation, veteran status, disability, or national origin. If a charge occurs of

noncompliance by InfraHub with any such laws, regulations, ordinances or codes, InfraHub will promptly notify Client of such charge in writing.

16.13 Entire Agreement. This Agreement (including its Orders and Exhibits) constitutes the entire agreement between InfraHub and Client with respect to the subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both InfraHub and Client. No employee, agent, or other representative of either InfraHub or Client has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both InfraHub and Client. All purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.

16.14 Sovereign Immunity. Nothing in this Agreement will be construed as a waiver of any sovereign or governmental immunity available to Client under applicable law.

16.15 Cooperative Use. To the extent permitted by applicable law and its own procurement rules, any political subdivision, authority, or agency of the State of Georgia may purchase Services from InfraHub on the terms of this Agreement by entering into its own Order with InfraHub. Each such entity is solely responsible for its own obligations, Client has no obligation or liability under any such Order, and InfraHub is not required to accept any such Order.

IN WITNESS WHEREOF, the Parties have executed these Master Terms and Conditions as of the Effective Date.

WALTON COUNTY, GEORGIA	**INFRAHUB INC.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

ORDER FORM

Asset Management System and Pavement Assessment

This Order Form ("Order") is entered into under, and incorporates, the Master Terms and Conditions between InfraHub Inc. ("InfraHub") and Walton County, Georgia ("Client") (together, the "Agreement"). Capitalized terms not defined in this Order have the meanings given in the Agreement.

1. ORDER SUMMARY.

Client	Walton County, Georgia
Order Term	Go-Live Date through June 30, 2030 (four Contract Years; see Section 8.1)
Annual fee	$38,900 per Contract Year (Platform Services prorated in the first Contract Year), increasing three percent (3%) each July 1 beginning July 1, 2027 (see Section 7.4).
Historical data migration	Included at no charge

2. SERVICES AND FEES.

Service	**Quantity per Contract Year**	**Rate**	**Annual fee**
Asset Management System (Platform Services)	778 centerline miles	$25 per centerline mile	$19,450
Annual pavement assessment (Pavement Assessment Services and Deliverables)	Up to 389 centerline miles (50% of network)	$50 per centerline mile	$19,450
Historical work order data migration (Professional Services)	One time	Included at no charge ($7,500 value)	$0
Total			**$38,900**

Rates shown are for the first Contract Year. Fees for later Contract Years are set out in Section 7.4.

3. ASSET MANAGEMENT SYSTEM.

3.1 Included Modules. The Platform Services under this Order include access to the following modules of the Application Platform, together with the updates, improvements, and corrections to them that InfraHub makes generally available:

(a) the base Application Platform, including its asset map, pavement condition data, and street-level imagery viewer;

(b) Jobs;

(c) fleet management;

(d) inventory management;

(e) Planning, including the pavement planning optimizer; and

(f) AI Chat.

3.2 Users. Client may grant access to an unlimited number of named users who are employees, officials, or contractors of Client, including users in departments other than Public Works, at no additional charge.

3.3 Configuration and Training. InfraHub will:

(a) set up Client's catalog of labor, equipment, and materials in the Application Platform before Go-Live, using Client's historical work order data where available;

(b) set up Client's fleet and inventory catalogs as part of the migration under Section 4; and

(c) host a training session for each department Client designates.

4. HISTORICAL WORK ORDER DATA MIGRATION.

4.1 Scope. InfraHub will migrate Client's historical work order data from Client's current system (PubWorks) into the Application Platform as Professional Services, at no charge. The migration covers the following PubWorks records and their logged activity, mapped to work orders and inventory records in the Application Platform:

(a) requests;

(b) projects;

(c) fleet repair orders; and

(d) inventory.

4.2 Acceptance. When InfraHub notifies Client that the migration is complete:

(a) Client will have thirty (30) days to review the migrated data, including by spot-checking any records Client chooses, and to notify InfraHub in writing of any material errors;

(b) InfraHub will correct reported errors within a reasonable time, and Client will have fifteen (15) days to review the corrections; and

(c) if Client does not report material errors within the applicable review period, the migration is accepted.

4.3 Mapping Decisions. Mapping rules, assumptions, and exclusions will be agreed between the Parties in working sessions or in writing, and InfraHub will record each decision in writing (email is sufficient).

4.4 Client Responsibilities. Client will provide InfraHub with a copy of the source data and reasonable access to Client staff who can answer questions about it.

5. GO-LIVE.

5.1 Conditions. Go-Live occurs when both of the following are true:

(a) Client's users have active accounts in the Application Platform; and

(b) Client's catalog of labor, equipment, and materials has been loaded under Section 3.3(a), so that a Client user can create, assign, and close a work order using that catalog.

Fleet and inventory catalogs and the historical data migration under Section 4 are not conditions of Go-Live.

5.2 Confirmation. When InfraHub believes the conditions in Section 5.1 are met, it will walk Client's designated staff through the Application Platform and then notify Client in writing (email is sufficient). Client will have ten (10) business days after that notice to confirm Go-Live in writing or to report in writing a condition in Section 5.1 that is not met. If Client reports an unmet condition, InfraHub will resolve it and notify Client again, and a new ten (10) business day period begins. The "Go-Live Date" is the earlier of the date of Client's written confirmation and the end of a ten (10) business day period in which Client has not reported an unmet condition.

5.3 Timing. InfraHub will work with Client to achieve Go-Live as soon as practicable after the Effective Date, and the Go-Live Date will not be earlier than the Effective Date.

6. ANNUAL PAVEMENT ASSESSMENT.

6.1 Scope. In each Contract Year, Client will capture Roadway Imagery under Section 3.2 of the Agreement for up to 389 centerline miles (fifty percent (50%) of Client's 778 centerline mile network), and InfraHub will process it and deliver an updated Pavement Condition Index for those miles, so that the full network is reassessed on a two-year cycle. Client may add miles in any Contract Year by a written add-on Order at that Contract Year's per-mile rate in Section 7.4.

6.2 Schedule. In each Contract Year, Client will complete its capture and upload of Roadway Imagery by January 15, and InfraHub will deliver the Deliverables by March 1. If Client completes its upload after January 15, the delivery date is extended by the same number of days. For the first Contract Year, if the Effective Date is after November 1, 2026, both dates are extended by the same number of days.

6.3 Road Selection. Before capture begins in each Contract Year, Client will identify the roads to be assessed in its Centerline File or by other written notice to InfraHub, and InfraHub will provide Client with its current collection instructions.

6.4 Deliverables. The Deliverables for each Contract Year are updated Pavement Condition Index ratings and supporting condition data for the roads assessed in that Contract Year, made available in the Application Platform. Deliverables are delivered and accepted under Section 3.3 (Deliverables) of the Agreement and invoiced under Section 7.2.

7. INVOICING AND PAYMENT.

7.1 Asset Management System. InfraHub will invoice the first Contract Year's Platform Services fee on the Go-Live Date, prorated for the days from the Go-Live Date through June 30, 2027 ($19,450 multiplied by that number of days and divided by 365; for example, $11,296.99 for a December 1, 2026 Go-Live). InfraHub will invoice each later Contract Year's Platform Services fee on July 1 of that Contract Year, in the amount set out in Section 7.4.

7.2 Pavement Assessment. InfraHub will invoice the pavement assessment fee for each Contract Year set out in Section 7.4 upon delivery of that Contract Year's Deliverables.

7.3 Payment Terms. All invoices are payable as set out in Section 5.4 (Invoicing; Payment of Fees) of the Agreement.

7.4 Fee Schedule. Fees increase by three percent (3%) on July 1, 2027, July 1, 2028, and July 1, 2029, as follows. The pavement assessment fee for each Contract Year covers up to 389 centerline miles.

Contract Year	Platform Services	Pavement assessment rate	Pavement assessment (up to 389 miles)	Total
Year 1 (Go-Live Date to June 30, 2027)	$19,450, prorated (Section 7.1)	$50.00 per mile	$19,450.00	Prorated Platform Services fee plus $19,450.00
FY2028 (July 1, 2027 to June 30, 2028)	$20,033.50	$51.50 per mile	$20,033.50	$40,067.00
FY2029 (July 1, 2028 to June 30, 2029)	$20,634.51	$53.05 per mile	$20,636.45	$41,270.96
FY2030 (July 1, 2029 to June 30, 2030)	$21,253.55	$54.64 per mile	$21,254.96	$42,508.51

8. MULTI-YEAR TERM AND ANNUAL RENEWAL.

8.1 Contract Years. The Order Term consists of four contract years (each, a "Contract Year"): the first from the Go-Live Date through June 30, 2027 (prorated), then FY2028, FY2029, and FY2030, each running July 1 to June 30.

8.2 Pricing. The fees in this Order are as set out in Section 7.4 for the Order Term. Fees for any period after June 30, 2030 will be set at InfraHub's then-current pricing under a renewal Order agreed by the Parties in writing.

8.3 Annual Renewal. In accordance with O.C.G.A. § 36-60-13, this Order will terminate absolutely and without further obligation on the part of Client at the close of the fiscal year in which it is executed and at the close of each succeeding fiscal year for which it may be renewed, and it will renew automatically for each following fiscal year during the Order Term unless Client gives InfraHub written notice of non-renewal at least thirty (30) days before the end of the then-current fiscal year.

8.4 Total Obligation. For purposes of O.C.G.A. § 36-60-13, Client's total obligation under this Order is: for the fiscal year ending June 30, 2027, the prorated Platform Services fee under Section 7.1 plus $19,450.00, not to exceed $38,900.00; for the fiscal year ending June 30, 2028, $40,067.00; for the fiscal year ending June 30, 2029, $41,270.96; and for the fiscal year ending June 30, 2030, $42,508.51. Title to the Deliverables remains with InfraHub until they are paid for, as provided in Section 6.3 of the Agreement.

8.5 Precedence. For this Order, Sections 7 and 8 of this Order expressly take precedence over Sections 5.3 (Order Terms; Renewals) and 5.4 (Invoicing; Payment of Fees) of the Agreement to the extent they conflict.

ACCEPTED AND AGREED as of the Effective Date of the Agreement.

WALTON COUNTY, GEORGIA	**INFRAHUB INC.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Revised 7/1/2026

SIGNATURE PAGE INSTRUCTIONS

1. For a Fiscal Year **2027 LMIG Application,** please sign and attach the Signature Page on Page 2 below, that has Fiscal Year 2027 in the title. Also sign and attach page 3, titled "Certification of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation". Complete and include the "Previous Grant Completion Status" document on Page 4.

2. For a Fiscal Year **2026 LRA Application** (supplemental), please sign and attach the Signature Page on Page 5 below, that has Fiscal Year 2026 LRA in the title. Also sign and attach page 6, titled "Certification of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation". Complete and include the "Previous Grant Completion Status" document on Page 7.

Revised 7/1/2026

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2027 LMIG

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, David Thompson (Name), the Chairman (Title), on behalf of Walton County Board of Commissioners (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

_____ (Signature)

David G. Thompson (Print)

Mayor / Commission Chairperson

11/17/2026 (Date)

LOCAL GOVERNMENT SEAL (required):



47785

E-Verify Number

Sworn to and subscribed before me,

This 17th day of Nov., 2026.

In the presence of:

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC SEAL (required):



Revised 7/1/2026

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Rhonda Hawk
Signature of Authorized Officer or Agent

Rhonda HAWK
Printed Name of Authorized Officer or Agent

Co. Clerk
Title of Authorized Officer or Agent

11/17/2026
Date

Form Date - May 10, 2024

Walton County Board of Commissioners

2027 Local Maintenance and Improvement Grant (LMIG) Program Priority List

9-Nov-26

Project	Description	Length (miles)	Schedule	Estimated Costs
	2027 LMIG Resurfacing Projects		***March-Oct. 2027***	
1	**Blasingame Road**-from Old Madison Rd to Gene Bell Rd (No DP)	0.70		$119,000.00
2	**East Hightower Trail**- from Willow Spring Church Rd to Hwy 78 (DP)	1.00		$200,000.00
3	**Old Athens Hwy**-from Monroe City Limits to Mt Creek Church Road (No DP)	2.20		$374,000.00
4	**Old Broadnax Mill Road**-from Hwy 78 to Broadnax Mill Road (DP)	0.90		$180,000.00
5	**Ozora Church Road**-from Gwinnett County Line to GA Hwy 81 (DP)	0.60		$120,000.00
6	**P.J. East Road**-from Monroe Jersey Road to Youth Jersey Road (DP)	2.70		$540,000.00
7	**Shoal Creek Road**-from GA Hwy 11 to Gratis Road (No DP)	4.20		$714,000.00
8	**Thurman Baccus Road**-Willow Springs Church Rd to Social Circle By-pass (DP)	0.50		$100,000.00

(DP) - Deep Patching included in estimate
(No DP) - No Deep Patching is included in the estimate

Total LMIG Program Costs	**$2,347,000.00**
2025 LMIG Allocation	$1,709,143.65
30% Required Local Match (SPLOST)	$512,743.10
Additional Local SPLOST Funds	$125,113.25
Total Program Funding	$2,347,000.00

WALTON COUNTY BOARD OF COMMISSIONERS

2027 MEETING CALENDAR/AGENDA DEADLINES

MEETING DATE	DEADLINE DATE
Tuesday, January 5th	Tuesday, December 22nd
Tuesday, February 2nd	Tuesday, January 26th
Tuesday, March 2nd	Tuesday, February 23rd
Tuesday, April 13th **(2nd Tuesday)**	Tuesday, April 6th
Tuesday, May 4th	Tuesday, April 27th
Tuesday, June 1st	Tuesday, May 25th
Tuesday, July 6th	Tuesday, June 29th
Tuesday, August 3rd	Tuesday, July 27th
Tuesday, September 7th	Tuesday, August 31st
Tuesday, October 5th	Tuesday, September 28th
Tuesday, November 2nd	Tuesday, October 26th
Tuesday, December 7th	Tuesday, November 30th

***April meeting - 2nd Tuesday, (Spring break)**

Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **12/01/2026**

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

If so, When? **2008**

TOPIC: **Williams Pipeline Master & Site Agreements**

Wording For Agenda: **Williams Pipeline & Site Agreements Renewal for Record**

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

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

Department Comments/Recommendation: **Original agreements signed in 2008 and agreement has auto renewed every 5 years since. New renewal agreement needs to be in place to support current monthly payments.**

Additional Documentation Attached? **Master & Site License Agreements**

Is review of this request or accompanying documentation by the County Attorney required? **Yes**

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

Date forwarded to County Attorney: **11/18/2026**

Has the County Attorney review been completed? **No**

If this request involves the expenditure of county funds, please answer the following:
Approved in current budget?
Budget information attached?
Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2026, (the "Effective Date") by and between Williams Pipeline Services LLC ("Licensor") and the Board of Commissioners of Walton County Georgia ("Licensee") (collectively referred to as "the Parties").

RECITALS

Throughout the United States of America, Licensor has rights in certain structures owned or used by some of its affiliates, including interstate pipeline systems which transport energy resources. Licensee wishes to be granted a right of use by Licensor on a non-exclusive basis certain portions of the structures for the purposes and upon the terms and conditions specified below in this Agreement.

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

DEFINITIONS

"Affiliate" shall mean, with respect to any person or entity, any relative of any natural person and any entity which directly or indirectly controls, or is under common control with or controlled by, such person or entity (and "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies, whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Appurtenance" refers to any antenna, group of related antennae, or communications devices, including transmission or telecommunication lines, attached to a tower or structure, normally at the same specific height or altitude, which are used to provide a common communication service.

"Commencement Date" shall be stated on each SLA and shall be the commencement of the term of the License at that particular Site.

"Communications Facility" refers to all unmanned communications equipment and related communications facilities, peripherals, or ancillaries on the Premises, belonging to a single party, that are required, either directly or indirectly, for that entity's communications to occur.

"Effective Date" is the commencement of this Agreement as set forth above.

"Fixture" is an article, structure, or formation which has been so annexed to the realty that it is regarded as part of the real property or is not generally removable without injury to the Premises.

"Governmental Approval" are all governmental licenses, permits, approvals or other consents required for Licensor's use of the Premises.

"Past Due Interest Rate" is the maximum rate allowed under the law of the state where the Site is located.

"Premises" refers to the area, including the tower or communications structure, and related underlying real property right for which Licensee has secured a right of use. Premises does not include the building or structure housing the transmitters or other ground-level communications equipment.

"Site" is the specific, measurable space on a tower for which a right of use has been granted to place an appurtenance.

"Underlying real property right" refers to the original exclusive right, vested either through legal ownership, beneficial ownership, or private ownership, in real property by a person or entity that not only controls and dictates ownership and possession of the real property but also the right of use and enjoyment for lawful purposes.

"Upgrade" refers to any enhancement, reflecting increased effectiveness or efficiency, in communication capacity.

1. MASTER LICENSE AGREEMENT AND SITE LICENSE AGREEMENT

These agreements contain the basic terms and conditions upon which the Licensee is granted a right of use to each Site. When the Parties have agreed on the particular terms for that particular Site, the Parties will execute a completed Site License Agreement ("SLA"). Subject to the terms and conditions contained in this Agreement and the SLA, Licensor grants a right of use to Licensee and Licensee is granted a right of use by Licensor to the Site and Premises. The property, and any structure located on the property, owned, leased or licensed by Licensor will be described on each SLA. If applicable, the SLA for a particular Site will also describe any ground space granted for placement and operation of Licensee's equipment and facilities. Licensee's equipment and facilities will be mounted on or in any structure on the Site or on the ground near the structure as described in the SLA and in accordance with the terms of this Agreement.

The terms and conditions of the SLA will govern and control if there is a discrepancy or inconsistency between the terms and conditions of the SLA and this Master License Agreement. Licensee may record a memorandum of any SLA. Upon termination of a SLA for any reason, Licensee will record a notice of termination of the SLA if Licensee previously recorded a memorandum of the SLA.

2. USE

The Premises may be used by Licensee only for the installation, operation and maintenance of its Communications Facility. Each item of equipment installed, maintained, and operated as part of the Communications Facility at the Site must be described in complete detail in Exhibit 2 to each SLA.

Licensee agrees to comply, at its sole expense, with all laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies, including, but not limited to, the Federal Communications Commission ("FCC"). Licensee, at its sole expense, shall obtain all necessary licenses, permits or other governmental approvals needed for Licensee's use of the Premises.

Licensee agrees to operate the Communications Facility in a manner that does not interfere with the operations on the Premises of Licensor or any other prior existing users of the Premises. Licensee understands and agrees that it may be responsible for any costs and expenses related to any required installation of ice shields and other peripherals which may be required for Licensee's successful use of the Premises. The recommendation as to which peripherals are required shall be made on a Premises by Premises basis.

3. TERM

The primary term of this Agreement is for five (5) years with two (2) additional terms of five (5) years, renewals commencing on the Effective Date set forth above This Agreement may be renewed prior to the end of the initial term upon the written agreement of the Parties. The term of a SLA will commence on the Commencement Date stated on the SLA and will terminate on the termination date of this Agreement, unless otherwise terminated as provided in this Agreement.

Licensee may enter the Premises on one occasion, upon forty-eight (48) hours written notice, prior to the Commencement Date to the extent such entry is required for engineering surveys, inspections, or other reasonably necessary tests prior to construction and installation of the Communications Facility as agreed to in the SLA and as specified in Sections 7 and 8 of this Agreement for such pre-Commencement Date work. The Licensee may not begin operating the Communications Facilities on a continuous basis until tests have been completed to demonstrate that the operation of the Licensee's facilities will not cause objectionable interference to the operations of the current users of the Premises. The correction of any such interference will be Licensee's sole responsibility.

4. TERMINATION BY LICENSOR

4.1 For Default

4.1.1 Interference. It shall be the duty of the Licensee to immediately correct any interference caused by its Communications Facilities. Anything in this Agreement to the contrary notwithstanding, Licensor maintains the right to suspend indefinitely Licensee's use of the Premises if interference is not immediately removed. During the suspension of Licensee's operations, Licensee maintains a duty to pay all fees while remedying the interference.

In addition, Licensor has the right to permanently terminate a SLA upon ten (10) days prior written notice if any Communications Facilities placed on the Premises by Licensee unreasonably interfere with any other Communications Facilities located at the Premises and Licensee fails to resolve such interference problem immediately, whether these Communications Facilities belong to Licensor, its affiliates, or any other party. The extent to which the interference is or becomes unreasonable shall be determined by Licensor in connection with any Licensor affiliate which owns, operates, or uses the Premises, exercising reasonable business judgment.

4.1.2 Failure to Pay License Fee. If Licensee fails to pay any Fee or other sums payable by Licensee as prescribed in Section 5 for the applicable Site within ten (10) days of the date on which payment is due Licensor has the right to terminate this Agreement, any related SLAs, and all of Licensee's rights in the Site.

Breach. If Licensee fails to perform in accordance with any term of the applicable SLA or of this Agreement and such failure continues for more than ten (10) days after written notice from Licensor, Licensor has the right to terminate a SLA and all of Licensee's rights to the Premises granted on a Site.

4.1.3 Insolvency. If (i) any petition is filed by or against Licensee, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Licensee, such petition is not dismissed within thirty (30) days after filing), or Licensee is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof; or (ii) if a receiver, custodian, or trustee is appointed for Licensee or for any of the assets of Licensee and such appointment is not vacated within thirty (30) days of the date of the appointment; or (iii) if Licensee becomes insolvent or makes a fraudulent transfer, Licensor has the right to terminate this Agreement, any related SLAs, and all of Licensee's rights in the Site

4.1.4 Abandonment. If Licensee, before the expiration of any SLA, without the written consent of Licensor, vacates the Site or abandons possession, or uses the same for purposes other than those for which the Site is licensed, or ceases to use the Site for the purposes specified in this Agreement, Licensor has the right to terminate a SLA and all of Licensee's rights to the Premises granted on a Site. However, Licensee shall not be in default under this Agreement if

Licensee temporarily vacates or ceases to use the Premises during any period of repair, renovation, replacement or rebuilding of the Communications Facility or due to force majeure conditions as described in Section 21.8 of this Agreement so long as Licensee diligently and in good faith undertakes to cure the same.

For Reasons other than Default

4.1.5 Federal Energy Regulatory Commission ("FERC") Authority. Licensor has the right to terminate this Agreement or a SLA at any time upon any regulatory disallowance of the Agreement though which Licensor has secured its rights to use the facilities, including any disapproval of the cost allocation formula incorporated in such agreement between Licensor and any of its affiliates.

4.1.6 Changes in Underlying Real Property Rights. Licensor has the right to terminate a SLA, without any liability to Licensee upon any change in the Underlying Real Property Right that is beyond the control of Licensor and interferes with Licensee's use of the Premises and Licensor's rights to the Premises.

Remedies

In the event of default by Licensee as described above, in addition to termination of this Agreement or the SLA or both, Licensee will then become liable for damages equal to the total of:

4.1.7 the actual costs of recovering the Site;

4.1.8 the Fee earned as of the date of termination, plus interest at the Past Due Interest Rate from the date due until paid;

4.1.9 the amount by which the Fee and other benefits that Licensor would have received under the applicable SLA for the remainder of the term under the applicable SLA after the time of award exceeds the amount of the fair market rental value for the remainder of the term of the applicable SLA; and

4.1.10 all other sums of money and damages owing by Licensee to Licensor.

If at any time during this Agreement any of the events set forth in 17.1.1, 17.1.2, 17.1.3, 17.1.4, 17.1.5, or 17.1.6 have previously occurred with respect to 10% or more of the SLAs, Licensor, at its sole option, is entitled to terminate this Agreement and all SLA's otherwise in effect with respect to the Licensee upon thirty (30) days prior written notice to Licensee. Licensor may elect any one or more of the remedies described above with respect to any particular SLA.

TERMINATION BY LICENSEE

For Licensor Default:

4.1.11 If Licensor breaches of any representation, warranty or agreement set forth in this Agreement and such breach is not cured within thirty (30) days after written notice from Licensee to Licensor of such breach; or

4.1.12 if Licensor permits or suffers the installation and existence of any improvement (including, without limitation, transmission or reception devises) in or around the Premises which materially interferes with the proper transmission or reception by Licensee's Communications Facility or otherwise fails to perform or observe any other term of the applicable SLA, including terms and conditions in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensee;

then, Licensee may at Licensee's option upon written notice:

4.1.13 terminate the applicable SLA; or

4.1.14 incur any expense reasonably necessary to perform the obligation of Licensor specified in such notice and invoice Licensor for the actual expenses together with interest from the date named at the Past Due Interest Rate. Any invoice shall be accompanied by documentation detailing actual expenses.

Licensee may elect any one of the remedies described above with respect to any particular SLA. In no event shall Licensor be liable for any special, incidental exemplary or consequential damages, including but not limited to commercial loss of any kind which includes loss of business, profits, revenue or loss of data. This provision applies to all claims arising out of this Agreement whether based on breach of contract, negligence, strict liability in tort or any other legal theory and whether Licensor have been advised of the possibility of such damage or loss.

In addition to any other rights to terminate this Agreement or a SLA, Licensee has the right to terminate a SLA upon sixty (60) days prior written notice if:

4.1.15 any certificate, permit, license or approval affecting Licensee's ability to use the Premises in the manner originally intended by Licensee is rejected, but only if such rejection is not the result of Licensee's negligence or willful commission or omission of any act; or

4.1.16 if any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency, so long as such actions are not the result of the negligence or willful act or failure to act by the Licensee; or

4.2 Removal of Property

In the event of termination, Licensee shall be required to remove its property, equipment and improvements, that are not Fixtures, from the Premises in conformity with the provisions of Section 16.

5. FEES

5.1 Fee

The monthly fee (the "Fee") for the right of use of the Premises will be payable on or before the first day of each month, beginning with the first payment due on the first day of the month following the Commencement Date. The monthly fees are set forth in the applicable SLA. The Fee shall be payable to Licensor at:

Williams Pipeline Services Company
8701 Port Jackson Ave. NW
North Canton, OH 44720
Attn: Ashley DePalmo

or such other location as Licensor shall designate by written notice to Licensee.

5.2 Interest

Any Fee not paid within ten (10) days after it is due may, at Licensor's option, bear interest until paid at the lesser of:

5.2.1 the rate of interest per annum equal to the interest rate then being quoted by Citibank (or its successor) at its prime rate plus two (2) percentage points; or

5.2.2 the Past Due Interest Rate.

5.3 Late Fee

If Licensee fails to pay any Fee within ten (10) days after it is due, Licensor may require that Licensee pay to Licensor a late fee of $150 for each Site. The late fee is in addition to the interest Licensor may assess under Section 5.2 of this Agreement.

5.4 Other Amounts

Any sums due to Licensor under this Agreement which are not specifically defined as "Fees" are deemed additional Fees and are subject to the interest charges and late fees specified in Sections 5.2 and 5.3.

6. IMPROVEMENTS AND CONSTRUCTION

6.1 Approved Communications Facility

Licensee has the right at its sole cost and expense to erect, maintain, replace and operate at the Premises only those Communications Facilities Licensee will own and use as specified on the SLA. Prior to commencing any installation or material alteration of a Communications Facility, Licensee must obtain Licensor's approval of:

6.1.1 Licensee's plans for installation or alteration work;

6.1.2 the precise location of the Communications Facility on the Premises; and

6.1.3 the actual completed installation or alteration.

. Licensee must obtain Licensor's prior written approval if the replacement of equipment contemplated is not with equipment with identical specifications as set forth in the SLA. Licensee must also obtain Licensor's prior written approval if Licensee wishes to upgrade the Communications Facility. Licensor's approval must not be unreasonably withheld, conditioned or delayed. Licensee shall pay Licensor a fee of $1,000 upon submitting a request for approval of any installation or material alteration of a Communications Facility or request for approval of any modification or upgrade to a Communications Facility, in order to defray the cost to Licensor of processing and reviewing such request.

All of Licensee's installation and alteration work must be performed:

6.1.4 at Licensee's sole cost and expense;

6.1.5 in a good and professional manner, consistent with industry standards;

6.1.6 in accordance with applicable building uses and codes, with periodic professional inspections of the work in progress; and

6.1.7 so as not to adversely affect the structural integrity, maintenance or marketability of the Premises or any structure on the Premises in any way.

Any structural alterations to a structure on the Premises must be designed and inspected by a licensed structural engineer, experienced in tower design, at Licensee's sole cost and expense. All installation, maintenance, alteration, or improvement construction must be performed during regular business hours. Also, Licensee at its sole cost and expense must arrange for water, electric power generation, all waste removal, and any other peripheral necessity required during the installation, improvement, or alteration of Communications Facility. Licensee agrees to require all of Licensee contractors and subcontractors performing work on any Premises to comply with

all applicable terms and conditions of this Agreement and SLA including, without limitation, the insurance provisions of Section 11, the compliance provisions of Section 10, and the improvements and construction provisions of this Section 6.

The Licensee shall perform all Licensor-approved professional engineering studies, intermodulation and structural analyses, FCC frequency coordination, coordination with pipeline and communications personnel, and any other prudent and professional analyses or studies in order to make a preliminary determination that its Communications Facility will not interfere with any other Communications Facility on the Premises. As is customary in the communications industry, it is assumed that the most recent Communications Facility installed or repaired on the Premises are causing new interference if for some reason it becomes difficult to determine which Communications Facility are actually causing the interference.

All improvements or additions to the Premises that are Fixtures shall become the property of the Licensor and damages to the Premises or facilities on the Premises during construction of Licensee's Communication Facility must be repaired at the sole cost of the Licensee. Improvements to the Premises shall include all necessary and proper improvements to areas surrounding the Premises, but not to the extent of adversely affecting the Premises, including but not limited to roads and Premises security and compliance with all environmental rules and regulations, at the sole cost of the Licensee.

6.2 Liens

Licensee must keep the Premises free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Licensee.

If any lien is filed against the Premises as a result of the acts or omissions of Licensee or Licensee's employees, agents, or contractors, Licensee must discharge the lien or bond the lien off in a manner satisfactory to Licensor within twenty (20) days after Licensee receives written notice from any party that the lien has been filed.

If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, including the right to terminate this Agreement and any SLA, Licensor may, at its election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding.

Licensee must pay on demand any fees paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection with the defense or discharge.

6.3 Exercising Right of Access

By Licensee exercising rights of access and use of the Premises, Licensee shall be conclusively deemed to have:

6.3.1 accepted the Premises as suitable for the purposes for which they are granted;

6.3.2 accepted each Site and any structure on the Premises and every part and appurtenance of the Premises in an "AS IS" condition with all faults and no warranties of any kind; and

6.3.3 waived any claims against Licensor in respect of defects in the Site or Premises and its appurtenances, their habitability or suitability for any purposes, except:

6.3.3.1 if otherwise provided in this Agreement,

6.3.3.2 if resulting from the gross negligence or wrongful act or omission of Licensor, its employees, agents or contractors,

6.3.3.3 if resulting from a known claim by a third party not identified by Licensor in Licensor's representations, or

6.3.3.4 if known to Licensor and not disclosed to Licensee.

Licensee is deemed to exercise rights of access and use at the time Licensee commences construction or installation of its Communications Facility.

7. UTILITIES AND SERVICES

Licensee shall, at its sole cost and expense, provide for connection of and servicing the Site and any improvements it may use or construct on the Premises with electricity, telephone, or other utility services as may be required; and Licensee shall be responsible for all costs and charges resulting from these services, and shall pay the same promptly as such charges accrue to protect, fully indemnify and hold Licensor harmless from and against any and all liability for such costs or charges. Licensor and Licensee acknowledge that:

7.1 depending upon the underlying real property rights, the Premises should include such non-exclusive easement rights as necessary to enable Licensee to connect utilities and services to the Communications Facility; and

7.2 Licensee must seek the approval of the Licensor for the route(s) and the manner(s) of installation of such utilities and services. Such approval may not be unreasonably withheld, conditioned or delayed.

7.3 any conditions for sharing of utility services are specified in the SLA.

8. ACCESS

These rights will vary from Premises to Premises and individual Premises conditions shall be addressed in the SLA, if necessary.

Licensor grants to Licensee, its employees, agents and contractors, when required by Licensee, the access over, across and through the Premises as specified in the SLA.

8.1 the connection of telephone, electric, and gas lines, as approved by the appropriate utility companies and allowed by the underlying real property rights, to those installed at or upon the Premises;

8.2 the connection of streets and/or roads, if available and necessary, for vehicular traffic to roads immediately adjacent or near the Premises and space for parking of vehicles upon the Premises; and

8.3 the installation, construction, modification, maintenance and operation of the Communications Facility.

Licensor agrees that Licensee shall have the rights of ingress and egress in and to the Premises as specified in the SLA, however, Licensor shall not be responsible for any inaccessibility of the roads, for any reason, to and from the Premises.

As the primary purpose of the Premises is reserved for communications that support the efficient and reliable transportation of energy resources, Licensor and its pipeline affiliates, and their agents and assignees, shall at all times have priority access to the Premises even if such access results in extreme hardship or interruption of Licensee's installation, maintenance or repair of its Communications Facility.

Licensee shall at its sole cost and expense arrange for entry to the Premises, whether such entry only entails making a copy of the security gate key to the installation of a key lock, double key entry or card key/keyless security entry system to the Premises. Any such installation or modification will be agreed upon by both Parties and considered a Fixture for purposes of this Agreement.

Additional fees, if any, imposed upon Licensee for the ingress and egress referred to above shall be set forth in the SLA.

9. IMPROVEMENT FEES AND TAXES

Licensee shall pay all taxes, including but not limited to sales, use, and gross receipt taxes, and other fees or charges attributable to the Communications Facility and any increase in ad valorem taxes (both real and personal) attributable to the Communications Facility.

Except as provided above, each of the Parties shall be responsible for the payment of their respective taxes regarding any property, real or personal, owned by them, including, but not limited to, that Site used in connection with the Communications Facility and the Premises. Licensor and Licensee agree to hold each other harmless for the failure to pay taxes properly attributable to their own property, except as provided above.

10. COMPLIANCE WITH LAWS

Licensee shall use and occupy the Site in a careful, safe and proper manner and shall not commit or suffer any waste on or around the Site and Premises. Licensee exercise of such rights and/or privileges as may be extended under this Agreement shall at all times be in full compliance with all present and future applicable laws, ordinances, rules and regulations, including safety regulations, of the state in which the Site is located, the United States, the FCC and all other governmental authorities having jurisdiction. Furthermore, Licensee shall comply with rules and regulations relating to fire prevention, control, and suppression, and all safety rules and regulations promulgated by Licensor and its affiliates.

In the event the FCC, or any other governmental authority having appropriate jurisdiction, should fail to issue, or continue, such permits, licenses or consents as are necessary to enable the Licensee to implement and fulfill the terms and conditions of this Agreement, then the Licensee can exercise its rights under Section 4.2.

11. INSURANCE

11.1 Required Insurance of Licensee

The Licensee shall, at its sole expense, maintain insurance coverage throughout the entire term of this Agreement as described in paragraphs 11.1.1 through 11.1.4 with insurance companies acceptable to Licensor. The limits set forth are minimum limits and shall not be construed to limit Licensee's liability. All costs and deductible amounts shall be for the sole account of the Licensee. All policies required shall name the Licensor as an additional insured and waive subrogation rights in favor of Licensor, or any of Licensor's affiliates, and shall be designated as primary coverage to any similar coverage carried by the Licensor. The required coverage shall be:

11.1.1 Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon each Communications Facility on the Premises in an amount not less than full replacement cost of the Communications Facility;

11.1.2 Workers' Compensation Insurance complying with the laws of the State or States in which the services are to be performed, whether or not the Licensee is required by such laws to maintain such insurance, and Employer's Liability limits of $100,000 disease each employee, and $500,000 disease policy limit. If work is being performed in North Dakota, Ohio, West Virginia, Washington, or Wyoming, Licensee will participate in the appropriate state fund and provide stop gap endorsement;

11.1.3 Commercial General Liability Insurance on an occurrence form, insuring operations hazard, independent contractor hazard, contractual liability, and products completed operations liability, with a combined single limit of $5,000,000 each occurrence, $5,000,000 aggregate, for bodily injury, personal injury and property damage;

11.1.4 Automobile Liability Insurance for all owned, non-owned and hired vehicles with a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage;

Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any such insurance company carrying insurance for the Licensee, or failure of any such insurance company to pay claims occurring, shall not be held to waive any of the provisions hereof.

Non-renewal or cancellation of policies providing coverage hereunder, as it affects the interest of Licensor, shall be effective only after written notice is received by Licensor from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing work hereunder, Licensee shall deliver to Licensor, certificates of insurance evidencing the existence of insurance coverages provided for above.

11.2 Policies of Insurance

All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Sites are located. Licensee agrees that certificates of insurance will be delivered to the Licensor as soon as practicable after the placing of the required insurance, but not later than the Commencement Date of a particular SLA. All policies must contain an undertaking by the insurers to notify Licensor in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or termination of the insurance.

Licensor will each year review the limits for the insurance policies required by Licensee under this Agreement. Policy limits will be adjusted to proper and reasonable limits as circumstances warrant, but policy limits will not be reduced below those stated above and increases will only be effective upon sixty (60) days notice by Licensor.

11.3 No Limitation on Liability

The provision of insurance required in this Agreement and the respective limits of coverage designated in any policy of insurance shall not be construed to limit or otherwise affect the liability of Licensee to Licensor.

11.4 Compliance with Insurance Policies

Licensee will not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought to the Premises anything that:

11.4.1 is prohibited by any insurance policy carried by Licensor covering the Site, any improvements therewith, or the Premises; or

11.4.2 will increase the existing premiums for any such policy beyond that contemplated for the addition of the Communications Facility; or

11.4.3 is considered hazardous.

Licensor acknowledges and agrees that the installation of the Communications Facility upon the Site in accordance with the terms and conditions of this Agreement will be considered within the underwriting requirements of any of Licensor's insurers and that such premiums contemplate the addition of the Communications Facility.

12. INDEMNIFICATION

Licensor and its affiliates shall not be liable to Licensee, or to its employees, agents, or invitees, or to any other person for any injury to person or damage to property arising from, or in connection with Licensee's use and occupation of the Site, Communications Facility and any other improvements located on the Premises. Licensee agrees to defend (at Licensor's option), indemnify and hold Licensor and its affiliates harmless from any and all liabilities, obligations, damages, fines, penalties, losses, claims, demands, suits, proceedings, judgments, and expenses (including but not limited to reasonable attorneys fees) arising out of or resulting in any way from Licensee's use and/or occupancy of the Site, the installation or maintenance of improvements and facilities on the Premises, and any act or omission of Licensee.

Licensee shall also be responsible for compliance with all Hazardous Waste Laws (including for any required clean-up) pertaining to its operation on or around the Premises, and Licensee will defend, indemnify and hold harmless Licensor from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable attorneys fees, to the extent of Licensee's obligations to comply with, or breach of, this provision. This indemnity particularly includes reasonable costs and fees incurred by Licensor in connection with any investigation of property conditions or clean-up, removal or restoration of the property related to Hazardous Wastes of Licensee required by any governmental authority.

13. ASSIGNMENT

13.1 By Licensee

Licensee shall not assign its rights under this Agreement to any party without obtaining the prior written consent of Licensor.

13.2 By Licensor

Licensor may assign its rights and obligations under this Agreement or any part of it, without the consent of Licensee, and such assignment shall be binding upon Licensee.

14. REPAIRS AND EMERGENCY SELF HELP

14.1 Licensee's Obligation

Licensee shall, at all times during the term of any particular SLA, at its sole cost and expense, keep and maintain its Communications Facility located upon the Premises in a neat, structurally safe and sound condition and in good repair. Licensee further agrees to make modifications or repairs to all or any part of its Communications Facility if required, in Licensor's sole judgment, to ensure the structural integrity of the Communications Facility or its safe operation.

If Licensee does not make such repairs within thirty (30) days after receipt of notice from Licensor requesting such repairs, then Licensor may, at its option, make the repairs. Licensee shall pay Licensor on demand Licensor's actual costs in making the repairs, plus Licensors overhead, which is agreed for purposes of this provision to be 20%.

If Licensee commences to make repairs within thirty (30) days after any written notice from Licensor requiring such repairs and continuously and diligently pursues and completes such repair, then the thirty (30) day cure period will extend for an additional thirty (30) days to permit Licensee to complete such repairs.

Anything in this Agreement to the contrary notwithstanding, if emergency repairs are needed to protect persons, or property, or to allow Licensor, its affiliates, or other third parties, the use of the Premises, Licensee must immediately correct the safety or use problem, even if a full repair cannot be made at that time or, at Licensor's option, it may make such repairs at Licensees expense.

14.2 Licensor's Obligation

Licensor shall, at all times during the term of any SLA and at Licensor's sole cost and expense, keep and maintain the Premises and any improvements, not part of Licensees Communications Facility or installed or constructed by Licensee, in a structurally sound and safe condition.

14.3 Licensor's Right to Inspect and Self Help

Licensor shall at all times be permitted and allowed to enter the Premises and Licensee's Communication Facility to inspect and/or determine compliance with the terms of this Agreement and for any other purpose consistent with its use or its affiliates' use. Licensor has the right to use any and all self help remedies to prevent Licensee's interfering with (a) communications used in Licensor's or its affiliates' business, and (b) communications required for Licensor's employee safety, or to preserve the public health and/or safety.

15. PHYSICAL DAMAGE AND CONDEMNATION

15.1 Physical Damage

If there is physical damage caused by a force majeure event or condition (see Section 21.8) to any structure upon which a Communications Facility is located, which damage materially affects the operation of Licensee's facility, Licensor may within sixty (60) days elect to repair or restore the structure, but is not obligated to do so. If Licensor elects not to repair or restore the structure, Licensee, with the prior written approval of Licensor, may erect on the Premises or an unused portion of the Site, and solely at Licensee's expense, another Communications Facility, including any supporting structure. If Licensor elects to repair or restore the structure, it shall promptly notify Licensee and Licensee, with Licensor's prior approval, may immediately erect on the Premises, or an unused portion of the Site, a temporary Communications Facility, including any supporting structure, while Licensor makes repairs to the Premises. Upon completion of such repair or restoration, Licensee may reinstall Licensee's Communications Facility and shall remove its temporary Communications Facility, including any supporting structure.

In the event Licensor elects not to repair or restore the structure on which the Communications Facility is located, either party may elect to terminate the applicable SLA upon thirty (30) days written notice.

In no event shall Licensor be liable to Licensee for any damages, consequential or otherwise, suffered as a result of any casualty.

15.2 Condemnation

If the whole or a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority (the "Condemnor") for any public or quasi-public use or purpose, including sale under threat of such a taking (the "Condemnation"), then the SLA

for the condemned Premises shall terminate and all rentals shall become abated as of the date when title vests in such Condemnor. Licensee shall have no claim against Licensor and hereby agrees to make no claim against the Condemnor for any portion of the amount that may be awarded as damage as a result of such Condemnation or for the value of any unexpired term of the SLA or for loss of profits or moving expense or for any other claim or cause of action by reason of such Condemnation. All rights of Licensee to damages with respect to such Condemnation, if any, are hereby assigned by the Licensee to Licensor. Licensee shall be entitled to remove all of its equipment, property and improvements from the Premises in the event of a condemnation.

16. SURRENDER OF PREMISES; HOLDING OVER

Upon the expiration or other termination of a SLA for any cause whatsoever, Licensee must peacefully vacate the Premises in as good order and condition as at the Commencement Date, except for reasonable use, wear and tear excepted and shall remove all non-Fixtures associated with its Communications Facility. Licensee will repair or pay for the repair resulting from any damage caused during the removal of the Communications Facility.

If Licensee continues to hold over on the Premises after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over shall, unless otherwise agreed to by Licensor in writing, constitute and be construed as a month-to-month tenancy at a monthly fee equal to 200% of the monthly fee for such SLA and subject to all of the other terms set forth in this Agreement.

17. COVENANT OF QUIET ENJOYMENT

Licensor covenants that during the entire term of this Agreement and for so long as Licensee shall make timely payment of fees due under this Agreement, and applicable SLAs, and shall perform all covenants on its part to perform, Licensee shall and may peaceably and quietly have, hold and enjoy the Site.

18. COVENANTS AND WARRANTIES

18.1 Licensor

Licensor warrants with respect to each particular SLA that Licensor has the necessary rights, title, or interests in the property subject to this Agreement to make the representations and conveyances contained in this Agreement and the applicable SLAs.

18.2 Licensee

Licensee warrants that it is qualified to do business in any state in which the Premises and Sites are located.

18.3 Mutual

Each party represents and warrants to the other party that:

18.3.1 it has the right, power and authority to make this Agreement and to enter into the SLAs;

18.3.2 the making of this Agreement and its performance will not violate any laws, ordinance, restrictive covenants, or other agreements under which such party is bound;

18.3.3 that such party is a duly organized and existing corporation or limited partnership; or limited liability company; and

18.3.4 all persons signing on behalf of such party were authorized to do so by appropriate corporate or partnership action.

19. SUBORDINATION

19.1 Agreement

Licensee agrees that this Agreement and each SLA is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or in the future be placed on or against the Premises or against Licensor's interest or estate in the Premises, and any underlying ground lease or master lease all without the necessity of having further instruments executed by Licensee to effect such subordination, but with respect to any such liens or leases which arise following execution of this Agreement, only upon the condition that any such mortgagee, beneficiary, trustee or ground Licensor expressly agrees not to disturb the rights of Licensee under this Agreement and each SLA.

Each Communications Facility and related property located upon any Premises by Licensee pursuant to the terms of this Agreement and the applicable SLAs will at all times be and remain the property of Licensee and will not be subject to any lien or encumbrance created or suffered by Licensor. Licensor waives all Licensor's or landlord's lien on any property of Licensee (whether created by statute or otherwise). Notwithstanding the foregoing, in the event of termination or expiration of a SLA, if all of the Communications Facility located on the Premises is not removed within thirty (30) days after termination or expiration, such equipment remaining shall be deemed abandoned, and, at the election of Licensor, its waiver of lien shall thereafter be void and of no further force and effect.

19.2 SLA

Each SLA is subject to any restrictions or other terms and conditions contained in the underlying real property right. Licensee agrees not to commit any act or omission which would constitute a default under any grant or conveyance of the underlying real property right.

Licensor is not required to obtain any consent from the landlord under such underlying real property rights in order for Licensee to construct, operate, maintain or access the Communications Facility, unless expressly set forth in the applicable SLA.

Upon the expiration or termination of any underlying real property right, underlying lease or license with respect to a particular Site, the SLA relating to such Site automatically terminates. Licensee acknowledges that many of Licensor's underlying leases or licenses may grant to the property owner the right to terminate such underlying leases or licenses on the Site, and that in the event of such termination, the SLA with respect to such Site shall terminate concurrently.

Licensor agrees that Licensor will not breach the terms or conditions of any underlying real property right in a manner that materially and adversely affects Licensee's use of the Site.

20. GENERAL PROVISIONS

20.1 Entire Agreement

This Agreement and each SLA constitute the entire agreement and understanding between the Parties, and supersede all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. There are no representations or understandings of any kind not set forth in this Agreement or the applicable SLAs. Any amendments to this Agreement or any SLA must be in writing and executed by both Parties.

20.2 Severability

If any provision of this Agreement or any SLA is invalid or unenforceable with respect to any party or the application of such provision to persons other than those as is held invalid or unenforceable, the remainder of this Agreement and the applicable SLAs is not to be affected and each provision of this Agreement or the applicable SLA is valid and enforceable to the fullest extent permitted by law.

20.3 Binding Effect

This Agreement and each SLA will be binding on and inure to the benefit of the respective Parties= successors and permitted assignees.

20.4 Captions

The captions of this Agreement are inserted for convenience only and are not to be construed as part of this Agreement or the applicable SLA.

20.5 No Waiver

No provision of this Agreement or a SLA will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the Parties in the administration of the terms of this Agreement or any SLA is to be construed to waive or lessen any party's right to insist upon strict performance of the terms of this Agreement or any SLA. The rights granted in this Agreement and under each SLA is cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

The Parties acknowledge and agree that they have been represented by counsel and that each of the Parties has participated in drafting of this Agreement and each SLA. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement and each SLA are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this Agreement or each SLA.

20.6 Notice

Any notice or demand required to be given in this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier to the address of other Parties set forth below:

Licensor: Williams Pipeline Services Company
Attention: Ashley DePalmo
Address: 8701 Port Jackson Ave. NW
North Canton, OH 44720
Telephone: (405) 570-3624

Licensee: The Board of Commissioners of Walton County Georgia
Attention: _____
Address: _____
_____
Telephone: (___) _____

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier or three (3) business days following deposit in the United States mails addressed

as required above. Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

20.7 Governing Law

This Agreement and each SLA is governed by the laws of the state in which the Site is located.

20.8 Force Majeure

If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

20.9 Time is of the Essence

Time is of the essence with respect to each SLA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LICENSEE: The Board of Commissioners of Walton County Georgia

By: _____

Name: _____

Its: _____

LICENSOR: Williams Pipeline Services Company

By: _____

Name:

Its/Title:

SITE LICENSE AGREEMENT

This Site License Agreement ("SLA") is made in accordance with the Master License Agreement between Williams Pipeline Services, LLC ("Licensor") and the Board of Commissioners of Walton County Georgia. ("Licensee") (referred to collectively as ("the Parties") dated [redacted]. Capitalized terms used in the SLA have the same meaning as those in the Master License Agreement unless otherwise indicated.

1. The Parties to the SLA agree that the following defined Site will be licensed by Licensor to Licensee pursuant to the terms and conditions of the Site License Agreement which terms and conditions shall include all specific restrictions or limitations set forth in this SLA.

A. Site Name - Number: TGPL #125 Good Hope/ Jacks Creek, Walton County, GA

B. Site Address: On Mount Vernon Rd Jacks Creek Mountain Good Hope, GA

C. Site Legal Description (Attached as Exhibit 1 & 2)

This SLA shall include the following (Check the appropriate boxes):

- ☒ Real Property comprised of approximately ____ square feet of land
- ☐ Building interior space comprised of approximately ____ usable square feet
- ☐ Building exterior space for attachment of antennas
- ☐ Building exterior space for placement of equipment
- ☒ Tower antenna space
- ☐ Space required for cable runs to connect equipment and antennas
- ☒ Non-exclusive easements required to run utility lines, transmission and telecommunication lines, and cables
- ☒ Non-exclusive easement across Licensor's property for access
- ☐ Other

D. Site Latitude - Longitude: 33 49 26.7 N and 83 37 44.87 W

E. Commencement Date: [redacted]

F. Fees: $1,170.44 per month (5% annual escalation for each year thereafter)

G. _X_ The Site is owned by Licensor or affiliate.
____ The Site is licensed or leased to Licensor.

H. Licensor contact for emergencies: Ashley DePalmo 405-570-3624 or
If a time sensitive emergency (800) 440-8475

I. Licensee contact for emergencies:

J. Description of Communications Facility (see definition of a ("Communications Facility") in Site License Agreement) (Attached as Exhibit 2).

K. Special provisions or restrictions (including the sharing of utility services): Not applicable.

L. Date of survey or inspection of the Site by Licensee: Licensee to provide a 24-hour notice to Assistant District Manager at 770-4 74-7306 when performing all structural or installation work. Licensor also requires Licensee to perform all structural and
installation work during normal business hours 7:00 am to 3:30 pm ET.

M. Special conditions regarding access to Site: None.

2. The initial term shall be five (5) years commencing on the execution date of this SLA. This SLA may be renewed upon written agreement of the Parties for two (2) additional terms of five (5) years each, unless otherwise terminated as provided in this Agreement. Notwithstanding the foregoing, this SLA shall terminate upon the proper exercise by Licensor or Licensee of a right to terminate the Site License Agreement or this SLA as provided in the Site License Agreement.

3. In the event of a conflict between the terms and conditions of the Master License Agreement and the terms and conditions of this SLA, the terms and conditions of this SLA shall supersede.

LICENSOR:	LICENSEE:
By:	By
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

EXHIBIT 1

Site Legal Description

Situated in Walton County, Georgia:

COMMENCING at a point marked by stake set in the land line between Elizabeth Tillman and land formerly owned by Ed Dial, now by Baccus, said point being North *55* degrees 07 minutes East 1,438.9 feet along said line from an iron pin in said line, and also being South *55* degrees 07 minutes West 562.9 feet along said line from an iron stob in said line; thence South 28 degrees 39 minutes East 60 feet to the point of beginning, said point of beginning being North 28 degrees 39 minutes West 150 feet from an iron pin set in the top of Hog Mountain; thence from said point of beginning North 61 degrees 21 minutes East 150 feet to an iron pin for Northeast comer; thence South 28 degrees 39 minutes East 300 feet to an iron pin for Southeast comer; thence South 61 degrees 21 minutes West 300 feet to an iron pin for Southwest comer; thence North 28 degrees 39 minutes West 300 feet to an iron pin for the Northwest comer; thence North 61 degrees 21 minutes East 150 feet to the point of beginning; said parcel of land being more fully described by plat dated July 7, 1950, prepared by C. C. Hawken, Registered Surveyor, recorded in Plat Book 3, page 233, in the Office of the Clerk of the Superior Court of Walton County, Georgia, to which plat reference is hereby made.

EXHIBIT 2

Licensee Equipment

I each Cellwave PD 10017-7 Receive Omni 10D8 antenna at 400 feet with 7/8" Andrews Transmission line.

1 each tower mounted amplifier mounted at 390 feet with ½" transmission line.

I each Cellwave PD 10017-5 Transmit Omni IODB antenna mounted at 380 feet with 1-1/4" Andrews Transmission line.

1 each 6-foot Quickfire model microwave dish with Radom mounted at 200 feet with 2 each Cat.5
cables connecting to the equipment shelter.

1 each Old Castle manufactured 11 '8" x 16'6" concrete equipment shelter.

I each Generac S0KW diesel generator mounted on a 180-gallon sub-base fuel tank.

I each Con Vault 500-gallon above ground diesel fuel tank.

Walton County, Georgia

Budget Calendar

Fiscal Year 2028

Date	Day	Time	Place	Activity
12/1/2026	Tuesday	6:00	Historic Courthouse	Adoption of Budget Calendar by the BOC
12/7/2026	Monday	Noon	N/A	Personnel Budget Requests due to Finance and HR
12/31/2026	Thursday	Noon	N/A	Budget Packets to Departments
12/31/2026	Thursday	Noon	N/A	Budget Packets sent to Agencies
1/19/2027	Tuesday	Noon	N/A	Facilities Request Due to Hank Shirley / Hardware & Software Due to Shannon Parr
2/1/2027	Monday	Noon	N/A	Budget Requests due to Finance
3/8/2027	Monday	9:00-4:00	Judicial Building	Department Budget Presentations
3/9/2027	Tuesday	9:00-4:00	Judicial Building	Department Budget Presentations
3/11/2027	Thursday	9:00-4:00	Judicial Building	Budget Work Session
3/16/2027	Tuesday	9:00-4:00	Judicial Building	Budget Work Session (if needed)
3/18/2027	Thursday	TBA	TBA	Budget Work Session (if needed)
4/20/2027	Tuesday	Noon	N/A	Proposed Budget and Budget Highlights to County Clerk for agenda
4/25/2027	N/A	N/A	N/A	Advertisement notice of budget access to public, 1st notice of public hearing and adoption in Walton Tribune
5/4/2027	Tuesday	4:30	Historic Courthouse	Copies of Summary Budgets Available in County Clerks office Historic Courthouse
5/4/2027	Tuesday	6:00	Historic Courthouse	Chairman Presents Proposed Budget to BOC at Regular Meeting
5/9/2027	N/A	N/A	N/A	Advertisement 2nd notice of public hearing and adoption in Walton Tribune
5/18/2027	Tuesday	5:00	Historic Courthouse	Public Hearing on Budget
6/1/2027	Tuesday	6:00	Historic Courthouse	Adoption of FY 2028 Budget by BOC at Regular Meeting

PRECISION Planning Inc.

November 20, 2026

Walton County Board of Commissioners
Ms. Rhonda Hawk, Purchasing Manager
111 South Broad Street
Monroe, GA 30655

Re: Walton County Meridian Park Fine Grading, Base and Asphalt Paving for Pickleball Courts, 2026-04
Bid Date November 12, 2026

Dear Ms. Hawk:

On Thursday, November 12, 2026, the Walton County Board of Commissioners received four (4) bids for fine grading, aggregate base, and asphalt surface construction for the Meridian Park Pickleball Courts project. The apparent low bid was submitted by All About Asphalt, Inc., in the amount of $107,801.00. The second lowest bid was submitted by R&B Developer, Inc. in the amount $189,791.50.

Based on our initial review of the bids received, PPI did note a discrepancy in the lump sum bid for Item 2 – Fine Grading and Compaction of Court Subgrade in the bid submitted by the apparent low bidder, All About Asphalt, Inc. (AAAI). The entered value of $3,610.00 appeared much lower than other bidders. PPI contacted AAAI regarding this apparent discrepancy, and asked them to confirm the value of the unit price bid for item 2. AAAI responded that they incorrectly based their lump sum bid on square yards of court surface, rather than square feet. AAAI provided a revised bid form and bid bond reflecting the revised bid amount for item 2, in the amount of $32,480.00, reflecting the correction from SY to SF. The revised total bid amount submitted by AAAI was $136,671.00, which remains the apparent low bid.

Provided Walton County elects to accept the revised bid amount submitted, the lowest bid remains that of All About Asphalt, Inc., in the amount of ONE HUNDRED THIRTY-SIX THOUSAND, SIX HUNDRED SEVENTY-ONE DOLLARS AND 00/100 ($136,671.00). A copy of the complete revised bid tabulation, contractor explanation, revised bid form and bid bond are attached for your review.

Please feel free to call or email me with any questions regarding our review of the bids received.

Sincerely,

Jimmy Parker, P.E.
Executive Vice President

G:\DOCUMENT\26\C26-023 Walton County - Pickleball Courts at Meridian Park\Bid Phase\Bids Received\Recommendation Letter.doc
cc: Chairman David Thompson, Walton County Board of Commissioners; File

Walton County Board of Commissioners
Walton County Merdian Park Fine Grading, Base and Asphalt Paving for Pickleball Courts, 2026-04

BID TABULATION				All About Asphalt, Inc.		R&B Developer, Inc.		S.H. Creel Contracting, LLC		Summit Construction & Development, LLC	
ITEM #	Description	Units	Est. # of Units	Unit Price Bid	Total for Item	Unit Price Bid	Total for Item	Unit Price Bid	Total for Item	Unit Price Bid	Total for Item
1	Mobilization	LS	1	$5,115.00	$5,115.00	$8,500.00	$8,500.00	$73,221.00	$73,221.00	$22,749.70	$22,749.70
2	Fine Grading and Compaction of Court Subgrade	LS	1	$32,480.00	$32,480.00	$48,319.00	$48,319.00	$14,368.00	$14,368.00	$177,610.42	$177,610.42
3	Graded Aggregate Base Course (4 Inch)	SF	32,480	$1.10	$35,728.00	$1.25	$40,600.00	$2.00	$64,960.00	$1.32	$42,873.60
4	9.5mm Asphalt Court Surface (2 Inch)	SF	32,480	$1.80	$58,464.00	$2.75	$89,320.00	$3.00	$97,440.00	$2.23	$72,430.40
5	Asphalt Walking Trail	SF	1,110	$4.40	$4,884.00	$2.75	$3,052.50	$3.00	$3,330.00	$4.00	$4,440.00
BID AMOUNT					**$136,671.00**		**$189,791.50**		**$253,319.00**		**$320,104.12**

Engineer's Statement: I hereby state that to the best of my knowledge and belief, the above Bid amounts are correct and reflect the amounts presented to the Walton County Board of Commissioners on Thursday, November 12, 2026 at 2:00 PM.

PRECISION PLANNING, INC.

Jimmy Parker, P.E., Project Manager

Natalie Pifer

From: Jeff Mitchell <jeff@allaboutasphalt.net>
Sent: Tuesday, November 17, 2026 12:28 PM
To: Natalie Pifer
Subject: RE: Walton County Meridian Park Project

Hey Natalie,

I meant to use the unit price of $1.00/S.F. I had converted S.F. to S.Y. for my materials. If you could give me an additional $28,870.00 for this item, I believe my price for that item ($32,480.00) would be good to go. Note – The new price would now be $136,671.00.

Thanks,
Jeff Mitchell
Sales/Estimating
O-706-310-1555 C-(678) 642-1837
PO Box 182 Bogart,GA 30622
www.allaboutasphaltinc.com
jeff@allaboutasphalt.net

From: Natalie Pifer <861np@ppi.us>
Sent: Monday, November 16, 2026 9:07 AM
To: 'Jeff Mitchell' <jeff@allaboutasphalt.net>
Subject: Walton County Meridian Park Project

Good morning,

Following the recent bid opening for the Meridian Park project, we would like to request written confirmation that your company has reviewed the project plans and scope of work and is confident in the bid amount submitted.

Your submitted unit price bid for Item 2 – Fine Grading and Compaction of Court Subgrade, was notably lower than the other bids received. Walton County would like to confirm that all project requirements, materials, labor, equipment, and other anticipated costs have been adequately considered in your pricing.

Please confirm that your company has carefully reviewed the project requirements.

Thank you,

Natalie Pifer
Administration Professional
PRECISION Planning Inc.
Office: 770.338.8120
www.ppi.us

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This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This electronic data is the sole property of Precision Planning, Inc. By accepting delivery hereof, the recipient hereby agrees to indemnify and hold harmless Precision Planning, Inc. from any liability resulting from usage of this data. This information is subject to change and coordination for updates is the responsibility of the recipient. Precision Planning is not responsible to the recipient or any other users allowed to utilize the data by the recipient for updating the data or compatibility with the recipients hardware and/or software.
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THIS MESSAGE SHALL NOT BE CONSTRUED AS OFFICIAL PROJECT INFORMATION OR AS A DIRECTION EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT DOCUMENTS.

Visit us on the web at www.ppi.us

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BID FORM

Meridian Park Fine Grading, Base and Asphalt Paving for Pickleball Courts– RFB2026-04
for The Walton County Board of Commissioners

Due: Thursday, November 12, 2026 at 2:00 PM

Item #	Item Description	Unit	Est. Qty.	Unit Price	Unit Price Bid
1	Mobilization	LS	1	$5,115.00	$ 5,115.00
2	Fine Grading and Compaction of Court Subgrade	LS	1	$32,480.00	$ 32,480.00
3	Graded Aggregate Base Course (4 Inches)	SF	32,480	$ 1.10	$ 35,728.00
4	9.5mm Asphalt Court Surface (2 Inches)	SF	32,480	$ 1.80	$ 58,464.00
5	Asphalt Walking Trail	SF	1,110	$ 4.40	$ 4,884.00
				Total Bid Amount	$136,671.00

TOTAL BID AMOUNT for the completion of Scope of Work, in compliance with project specifications, in the amount of:

One Hundred Thirty Six Thousand Six Hundred Seventy One

and 00/100 ---------- Dollars ($ 136,671.00)

Bid received from: (Company) All About Asphalt, Inc.

(Address) P.O. Box 182

Bogart, Georgia 30622

(Phone) (706) 310-1555

Brian Gilley/President

Authorized Representative
(Print or type name and title)

Signature

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
All About Asphalt Inc

PO Box 182
Bogart, GA 30622

OWNER:
(Name, legal status and address)
Walton County Board of Commissioners

111 South Broad Street, Monroe, GA 30655

BOND AMOUNT: 5% of the $136,671

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company

6300 University Parkway
Sarasota, FL 34240-8424

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
Meridian Park Fine Grading, Base and Asphalt Paving for Pickleball Courts-

RFB2026-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of November, 2026

(Witness)	*(Principal)* *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
	Terri Celeste Franklin, Attorney-In-Fact
	(Title)

ALL ABOUT ASPHALT, INC CORPORATE SEAL 2000 GEORGIA

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

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FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

David H. Allen; Frank P. Powell; Jason Sullivan; Lisa Potter; Patty Snyder;
Terri Celeste Franklin; Yodi Suggs

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 18th day of November, 2026

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021