



## BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, February 10, 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

#### 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. OLD BUSINESS

4.1. Peyton Woods Subdivision - Detention Pond HOA Plan

#### 5. DISCUSSION

5.1. County Manager's Report/Update

#### 6. PLANNING COMMISSION RECOMMENDATIONS

6.1. Z25-0373 - Rezone 1.0 acre from a 25.05 acre tract from A1 to R1 to create a buildable lot - Applicant: Huston & Hunter Morris/Owner: Paschal Myers - Property located at 5100 Kent Rock Road & Center Hill Church Road - Map/Parcel C0290094 - District 3

*Planning Commission recommended approval as submitted.*

6.2. Z25-0374 - Rezone 4.78 acres from A1 to A for a commercial kennel with customer contact and Variance on the right side setback from the required 100 ft. from the property line to 88.25 ft. and also a Variance on less than the required 500 ft. from a residential district to 292.6 ft. on the right side and 375.7 ft. on the left side - Applicant: Raymond Spinelli/Owners: Raymond & Tammy Spinelli - Property located at 4350 Jacks Creek Road - Map/Parcel C1790024 - District 4

*Planning Commission recommended denial.*

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

- [7.1.](#) Approval of January 6, 2026 Meeting Minutes
- [7.2.](#) Contracts & Budgeted Purchases of \$25,000 or Greater
- [7.3.](#) Declaration of Surplus
- [7.4.](#) Agreement/Proposal - Novo Solutions - Public Works Software
- [7.5.](#) MOU - Partial Funding of the Northern Loop of Monroe Bypass
- [7.6.](#) Purchase and Sales Agreement - First, Second and Third Amendment - Anglin Road
- [7.7.](#) Ford Leasing Documents for Previously Approved SO Vehicle Leasing Program/Authorize Co. Manager to Sign Invoice and Delivery Documents as Required
- [7.8.](#) Fiscal Agent Designation - Partnership for Families, Children and Youth
- [7.9.](#) Settlement Agreement and Release, Change Orders Related to COP #15 and #22 - Lose Design - Walnut Grove Park

**8. FINANCE**

- [8.1.](#) Resolution - FY26 Budget Amendments
- [8.2.](#) Resolution - Project Length Budget - Meridian Pickleball Courts and FY26 Budget Amendment

**9. SHERIFF**

- [9.1.](#) Budget Amendment Request to Replace (2) Vehicles
- [9.2.](#) Agreement - Pinnacle Towers, LLC - Second Amendment to License Agreement (Whitney Rd)

**10. CONTRACTS**

- [10.1.](#) GDOT Traffic Signal - SR83 @ SR83 Connector (maintaining power to signal)

**11. PARKS & RECREATION**

- [11.1.](#) Additions/Updates to Parks and Recreation Fee Schedule

**12. APPOINTMENTS**

- 12.1.** Walton County Board of Appeals

**12.2.** Walton County Water & Sewer Authority**12.3.** Walton Co. DFCS Board**13. PUBLIC COMMENT** | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.***14. ANNOUNCEMENTS****15. EXECUTIVE SESSION****16. 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](http://www.waltoncountyga.gov)**.

For more information, please contact Rhonda Hawk.

## Walton County Department Agenda Request

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Department Name: **Walton County Public Works - Stormwater**

Department Head/Representative: **Tyler Pannell**

Meeting Date Request: **2/3/26**

Has this topic been discussed at past meetings? **Yes**

If so, When? **1/6/26**

TOPIC: **Peyton Woods Subdivision - Detention Pond**

Wording For Agenda: **Peyton Woods Detention Pond HOA Plan**

This Request:    Informational Purposes Only                      Needs Action by Commissioners\* **X**

\*What action are you seeking from the Commissioners? **Motion to accept HOA maintenance plan.**

Department Comments/Recommendation: **Recommend accepting the presented plan by the subdivision HOA to address the issues with their detention pond.**

Additional Documentation Attached? **Yes**

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

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

Date forwarded to County Attorney:

Has the County Attorney review been completed?

If this request involves the expenditure of county funds, please answer the following: **No Expenditure**

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:





## PEYTON WOODS SUBDIVISION

January 26, 2026

### **Plan for repairs to of detention/retention pond**

The subdivision has contracted with Precision Right of Way Contracting of Monroe to clean and repair the subdivision detention pond.

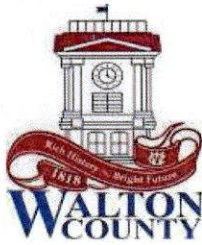
1. Phase 1 will be cleaning the pond area and removal of all brush, weeds and trees  
Approximately \$3,000 - beginning first week in February
2. Phase 2 will address all repairs that are necessary to ensure effective drainage per County Inspection Report and dispose of material not needed  
Approximately \$3,000 – beginning last week in February
3. Phase 3 will attend to any remaining issues incomplete from phases 1 & 2  
Balance due \$900 complete by mid-March
4. Phase 4 complete inspection of the surrounding fence (per County inspection report) including necessary repairs.  
Estimates to come by Mid-February
5. Phase 5 at a minimum, periodic maintenance plan of no less than twice a year (Spring - Summer and late Fall – Winter) depending on growth. for future control of growth and cleaning within the pond area.  
Approximately \$1500 per cut

Work is planned to begin early in February, dependent on weather and any significant rainfall which will impact the work. Each additional phase will begin as soon as funds have been secured, with an all-encompassing completion date of April 30<sup>th</sup>.

Thank you,

Sylvia Dibb

Peyton Woods HOA  
678-938-9291  
sjdibb@yahoo.com



## Planning and Development Department Case Information

Case Number: Z25-0373

Meeting Dates: Planning Commission 01-08/2026

Board of Commissioners 02-10-2026

Applicants:

Huston & Hunter Morris  
249 Covington Street  
Loganville, Georgia 30052

Owner:

Paschal Myers  
5100 Kent Rock Road  
Loganville, Georgia 30052

Current Zoning: The current zoning is A1.

Request: Rezone 1.00-acre from a 25.05-acre tract on Kent Rock Road from A1 to R1 to create a buildable lot .

Address: 5100 Kent Rock Road & Center Hill Church Road, Loganville, Georgia 30052

Map Number/Site Area: C0290094

Character Area: Suburban

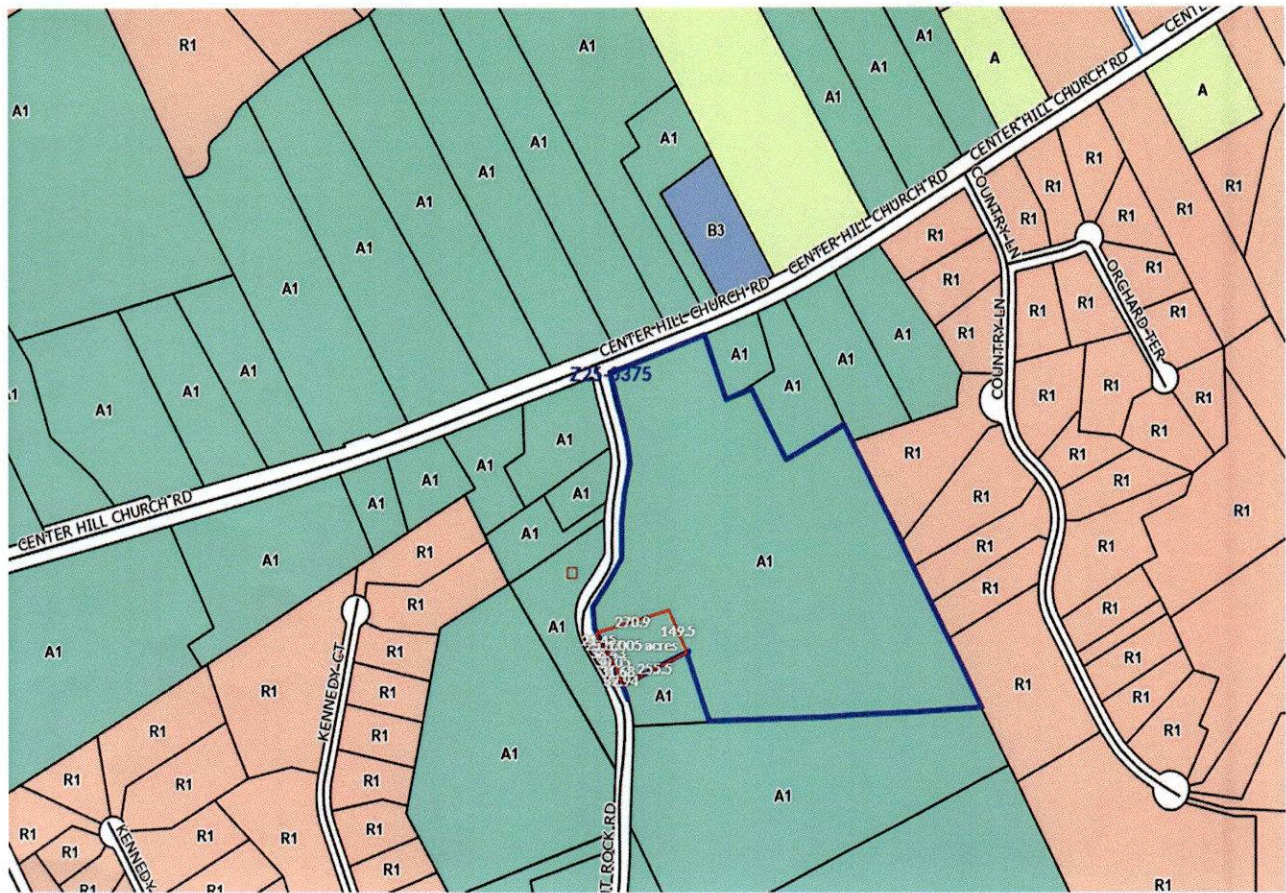
District 3 Commissioner-Timmy Shelnett      Planning Commission—John Pringle

Existing Site Conditions: Property consists of a house.



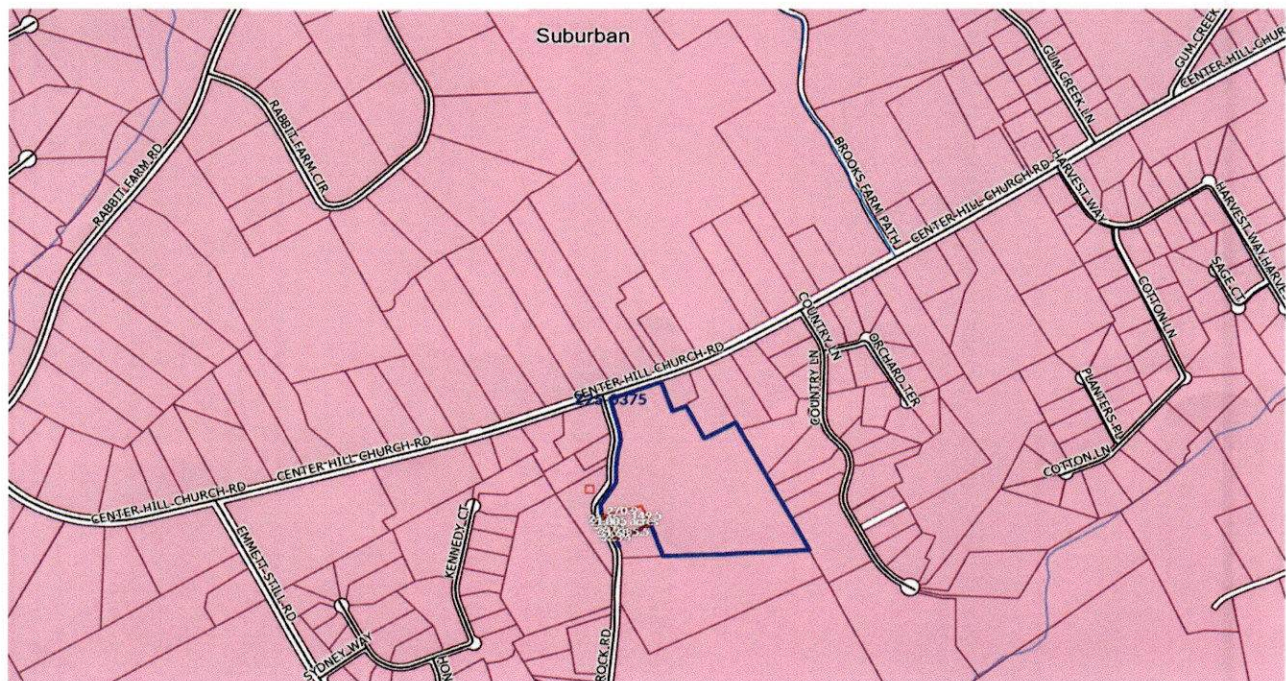


The surrounding properties are zoned A1 and R1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.





**History:**

V05100011	Pascal Myers	300' to 50' 150' to 120' Driveway Dist Minimum lot width	C029-94spl 5100 Kent Rock Road	Approved
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**Staff Comments/Concerns:****Comments and Recommendations from various Agencies:**

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

**Sheriffs' Department:** No comment received.

**Water Authority:** This area is served by an existing 2" diameter water main along Kent Rock Road, with the nearest hydrant located over 1000' feet away at the intersection of Center Hill Church Road (static pressure: 75 psi, Estimated fire flow available at the intersection of Kent Rock Road and Center Hill Church Road: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Marshal Review:** No comments

**Fire Department Review:** No comments

**Board of Education:** Will have no affect on the School System.

**GDOT:** No comment received.

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

**PC Action 1/8/2026:**

**Z25-0373 – Rezone 1.00 acre from a 25.05 acres tract from A1 to R1 to create a buildable lot- Applicant: Huston & Hunter Morris/Owner: Paschal Myers- property located at 5100 Kent Rock Road & Center Hill Church Road- Map/Parcel C0290094- District 3**

**Presentation:** Hunter Morris represented the case, requesting a zoning change from A1 to R1 for 1.00 acre of her grandfather's 25.05-acre property. The purpose of the request is to permit the construction of a single-family home.

**Public Comment:** None

**Recommendation:** Motion by John Pringle to recommend approval as submitted with a second by Josh Ferguson. The motion was carried by all.

**Rezone Application # Z25-0373**  
**Application to Amend the Official Zoning Map of Walton County, Georgia**

Planning Comm. Meeting Date 01/08/26 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**

Board of Comm Meeting Date 02/10/2026 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** CO290094

**Applicant Name/Address/Phone #**

Huston Morris

Hunter Morris

249 Covington St Loganville, GA 30052

**Property Owner Name/Address/Phone**

Paschal Myers

5100 Kent Rock rd

Loganville, GA. 30052

more than one owner. attach Exhibit "A")

Location: 5100 Kent rock rd Requested Zoning R1 Acreage 1.00

Existing Use of Property: Family land/no use (25.05 Total acreage)

Existing Structures: House on 25 acfe tract, none on proposed 1.00

The purpose of this rezone is To build a house on it after rezone and gifting land

Property is serviced by the following:

Public Water: yes Provider: Walton county Well: X

Public Sewer: no Provider: \_\_\_\_\_ Septic Tank: ✓

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

Signature Paschal Myers Date 11-23 Fee Paid \$ 400.00

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

**Signs will not be removed until after Board of Commissioners meeting**

**Office Use Only:**

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

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

Commission District: 3- Timmy Shelburt 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.

*Pascal Myre*  
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;  
no use for existing property, surrounding  
property is zoned R1, A1 and R2.  


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2. The extent to which property values are diminished by the particular zoning restrictions;  
They will not diminish, They will increase  


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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 some tree removal in order  
to build a house, but a walton county  
raised family will be building there.  


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4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;  
walton county grown family moves in.  


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

The property is suited well for a  
home build

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

53 years vacant 1 acre lot

# 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: Hunter Morris

Address: \_\_\_\_\_

Telephone: 770-865-6681

Location of Property: 5100 Kent Rock Rd

Loganville, Ga 30052

Map/Parcel Number: C0290094

Current Zoning: A1 Requested Zoning: R1

Hunter Morris  
Property Owner Signature

Pascal Myler  
Property Owner Signature

Print Name: Hunter Morris

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

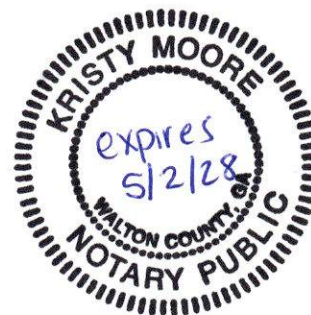
Phone #: 770-865-6681

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.

Kristy Moore  
Notary Public

11/24/25  
Date



# **\*\*LETTER OF INTENT**

Rezoning Request for 1 Acre for Construction of a Single-Family Home\*\*

Dear Planning Staff and Commissioners:

I am respectfully submitting this Letter of Intent as part of my application to rezone approximately **one (1) acre** of family-owned property from **A1** to **R1**. The purpose of this rezoning request is to allow the construction of a **single-family home** for my personal use.

The subject property is part of land that has been in my family for many years. The proposed one-acre parcel has been surveyed and subdivided from the parent tract in accordance with Walton County subdivision and zoning regulations. The new parcel will meet or exceed all minimum lot size, frontage, and setback requirements for the requested zoning district.

## **Proposed Use**

The intended use is the construction of a **single-family detached residence** that is consistent with surrounding rural residential development. No commercial activities are proposed. The home will be served by **public water** and **septic**, subject to approval by the appropriate agencies.

## **Compatibility and Community Impact**

The requested rezoning is compatible with the character of the surrounding area, which consists primarily of residential and agricultural properties. The proposed use will not generate significant traffic, noise, or environmental impact. The home will maintain the rural and family-oriented nature of the community and will not place undue burden on county services.

## **Reason for Request**

The purpose of this rezoning is to allow a family member to live on family land while continuing the long-standing tradition of keeping the property within our family. This use aligns with the intent of the zoning district and with Walton County's Comprehensive Land Use Plan for low-density residential development in this area.

## **Conclusion**

For these reasons, I respectfully request approval of the rezoning of one acre of the parent parcel to allow construction of a single-family home. I appreciate your consideration and am available to answer any questions or provide additional information as needed.

Thank you for your time and attention. – Hunter Morris

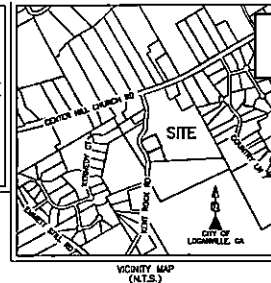
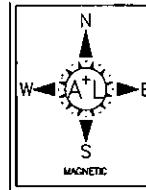
AREA  
1.000 ACRES  
43,560 SQ. FEET

PURPOSE AND INTENT:  
REZONING AND SUBDIVISION

SCALE: 1" = 30'

BOUNDARY CALL CHART		
Course	Bearing	Distance
L1	N 35°16'48" W	29.73'
L2	N 35°16'48" W	17.80'

BOUNDARY CURVE CALL CHART				
Curve	Radius	Length	Chord	Chord Bear.
C1	269.39'	44.75'	44.70'	N 32°54'17" W



Item 6.1.

THIS BLOCK RESERVED FOR  
THE CLERK OF THE SUPERIOR COURT



UTILITY PROTECTION CENTER  
IF YOU DIG GEORGIA...  
CALL US FIRST!

811  
IT'S THE LAW  
THREE WORKING DAYS BEFORE YOU DIG

UTILITIES NOTE:  
ABOVE GROUND UTILITIES ARE SHOWN  
HEREON. NO UNDERGROUND UTILITIES  
WERE MARKED OR LOCATED.

### LEGEND

R/W RIGHT-OF-WAY  
A.S.D. ADJOINING OWNERSHIP  
B.S.L. BUILDING SETBACK LINE  
C.M.P. CORRUGATED METAL PIPE  
C.O.M. TELECOMMUNICATIONS SERVICE  
C.P.V. CALCULATED POINT  
E.P. EDGE OF PAVEMENT  
F.C.S. FUTURE CORNER SET  
G.W. GUY WIRE  
L.P.F. 1/2" REBAR FOUND  
P.P. PROPERTY LINE  
P.P. POWER POLE  
D.B. DEED BOOK  
P.B. PLAT BOOK  
P.C. PLAT CORNER  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
P.O.R. POINT OF REFERENCE  
S.L. STORM LINES  
T.P. TELEPHONE PEDESTAL  
TYP. TYPICAL  
V.M. VALVE  
W.M. WATER METER  
O.U.L. OVERHEAD UTILITY LINES  
T.R. TREE

FLOOD HAZARD STATEMENT:  
THIS PROPERTY DOES NOT LIE WITHIN THE  
1% ANNUAL FLOOD (100-YEAR FLOOD)  
FEDERAL FLOOD HAZARD AREA AS  
PER PANEL NO. 13247C D005E  
DATE: 12/8/2018

ENTIRE SITE IN ZONE "X"  
THIS DETERMINATION WAS MADE BY  
GRAPHICALLY DETERMINING THE POSITION  
OF THE SITE ON SAID F.F.H.A. MAPS UNLESS  
OTHERWISE NOTED.

NOTES:  
IN MY OPINION THIS PLAT IS A CORRECT  
REPRESENTATION OF THE LAND PLATTED  
AND HAS BEEN PREPARED IN CONFORMITY  
WITH THE MINIMUM STANDARDS AND  
REQUIREMENTS OF THE LAW.

THIS SURVEY HAS BEEN PREPARED FOR THE  
EXCLUSIVE USE OF THE PERSON OR PERSONS NAMED  
HEREON. NO EXPRESS OR IMPLIED WARRANTIES  
WITH RESPECT TO THE INFORMATION SHOWN  
HEREON IS TO BE EXTENDED TO ANY PERSONS  
OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE  
TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA  
AS SET FORTH IN CHAPTER 150-2 OF THE RULES OF THE  
GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN  
THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

PURSUANT TO RULE 150-2-29 OF THE GEORGIA  
STATE BOARD OF REGISTRATION FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS, THE TERM  
"CERTIFIED" OR "CERTIFICATION" MEANS TO DECLARE  
A PROFESSIONAL OPINION REGARDING THOSE FACTS  
OR FINDINGS DOES NOT CONSTITUTE A WARRANTY  
OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

NOTES:  
FIELD INFORMATION FOR THIS SURVEY WAS  
OBTAINED WITH A LEICA ROBOTIC TS13 2 SECOND  
TOTAL STATION.

THE FIELD DATA UPON WHICH THIS MAP  
OR PLAT IS BASED WAS A CLOSURE  
PRECISION OF ONE FOOT IN 40,101 FEET  
AND AN ANGULAR ERROR OF 04 SECONDS  
PER ANGLE POINT AND WAS ADJUSTED BY  
LEAST SQUARES.

THIS MAP OR PLAT HAS BEEN CALCULATED  
FOR CLOSURES AND IS FOUND TO BE  
ACCURATE WITHIN ONE FOOT IN 87,523 FEET.  
ALL IRON PINS SET ARE 1/2" REBAR WITH  
CAP CAP-717, UNLESS NOTED.

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 DISTINGUISH THAT THE  
SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR  
SUFFICIENCY OF THIS INFORMATION SHOWN HEREON.

### NOTE

IT IS THE RESPONSIBILITY OF THE INDIVIDUAL BUILDERS TO  
PROVIDE POSITIVE DRAINAGE AWAY FROM THE HOUSE ON  
EACH LOT, IN COMPLIANCE WITH IRC RA01.3 DRAINAGE.  
ALL CREATED SWALES SHALL DIRECT WATER TO EXISTING  
DRAINAGE SWALES/DITCHES, OR THE ROADSIDE DITCH PROVIDED.

### SURVEYORS CERTIFICATION:

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 shall 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 Professional Engineers and Land Surveyors as set forth in O.C.G.A. section 15-6-67.

(Signed) \_\_\_\_\_ 10/20/2025  
Printed: JAMES A. JACOBS, R.L.S. 2957 Date  
Approved for Recording:  
The Following Governmental Bodies Have Approved this Plat, Map, or Plan for Filing:

Walton County Planning and Development

Date

ADAM & LEE LAND SURVEYING

5840 GA. HWY. 20 S.  
LOGANVILLE, GA. 30052 (770)554-8995

www.adamandleelandsurveying.com

OLA-LSF4000717

### LEGAL REFERENCES

O.C.G.A. 15-6-67  
O.C.G.A. 15-6-68  
O.C.G.A. 15-6-69  
O.C.G.A. 15-6-70  
O.C.G.A. 15-6-71  
O.C.G.A. 15-6-72  
O.C.G.A. 15-6-73  
O.C.G.A. 15-6-74  
O.C.G.A. 15-6-75  
O.C.G.A. 15-6-76  
O.C.G.A. 15-6-77  
O.C.G.A. 15-6-78  
O.C.G.A. 15-6-79  
O.C.G.A. 15-6-80  
O.C.G.A. 15-6-81  
O.C.G.A. 15-6-82  
O.C.G.A. 15-6-83  
O.C.G.A. 15-6-84  
O.C.G.A. 15-6-85  
O.C.G.A. 15-6-86  
O.C.G.A. 15-6-87  
O.C.G.A. 15-6-88  
O.C.G.A. 15-6-89  
O.C.G.A. 15-6-90  
O.C.G.A. 15-6-91  
O.C.G.A. 15-6-92  
O.C.G.A. 15-6-93  
O.C.G.A. 15-6-94  
O.C.G.A. 15-6-95  
O.C.G.A. 15-6-96  
O.C.G.A. 15-6-97  
O.C.G.A. 15-6-98  
O.C.G.A. 15-6-99  
O.C.G.A. 15-6-100

### OFFER:

10/20/2025  
25235







## Planning and Development Department Case Information

Case Number: Z25-0374

Meeting Dates: Planning Commission 01-08-2026

Board of Commissioners 02-10-2026

Applicant:

Raymond Spinelli  
4350 Jacks Creek Road  
Monroe, Georgia 30655

Owners:

Raymond & Tammy Spinelli  
4350 Jacks Creek Road  
Monroe, Georgia 30655

Current Zoning: The current zoning is A1.

Request: Rezone 4.78 acres from A1 to A for a commercial kennel with customer contact and Variance on right side setback from the required 100 ft. from the property line to 88.25 ft. and also a Variance on less than the required 500 ft. from a residential district to 292.6 ft. on the right side and 375.7 ft. on the left side.

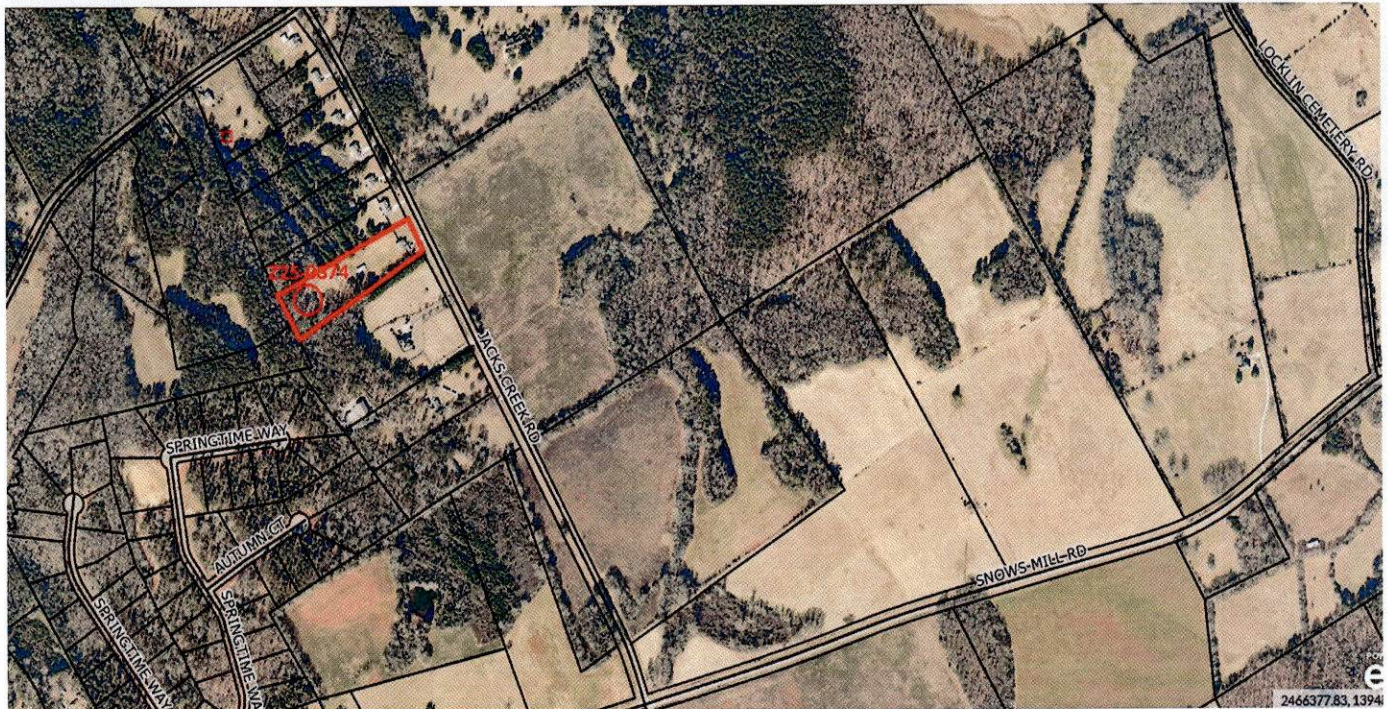
Address: 4350 Jacks Creek Road, Monroe, Georgia 30655

Map Number/Site Area: C1790024

Character Area: Rural Residential

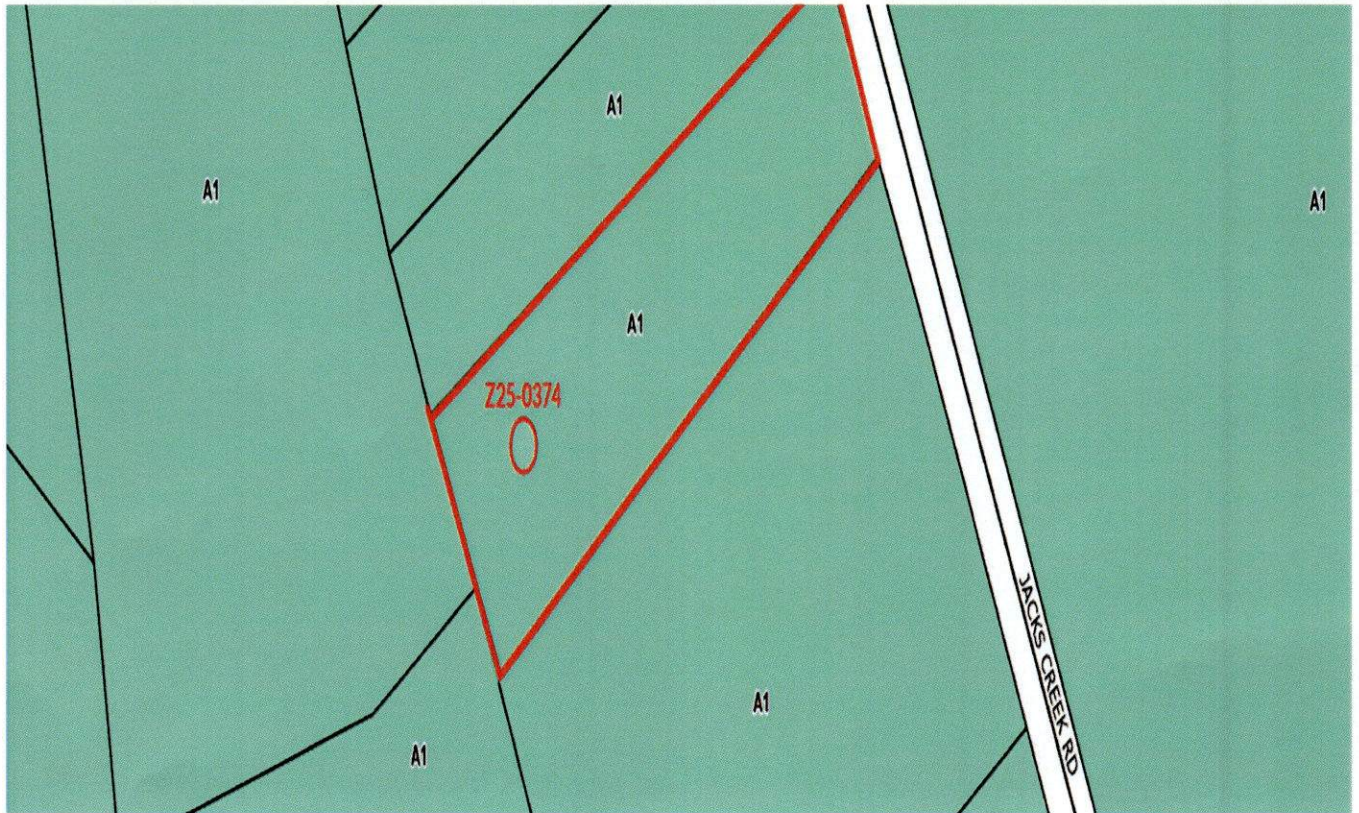
District 4 Commissioner-Lee Bradford      Planning Commission-Michelle Trammel

Existing Site Conditions: Property consists of a house and barns.



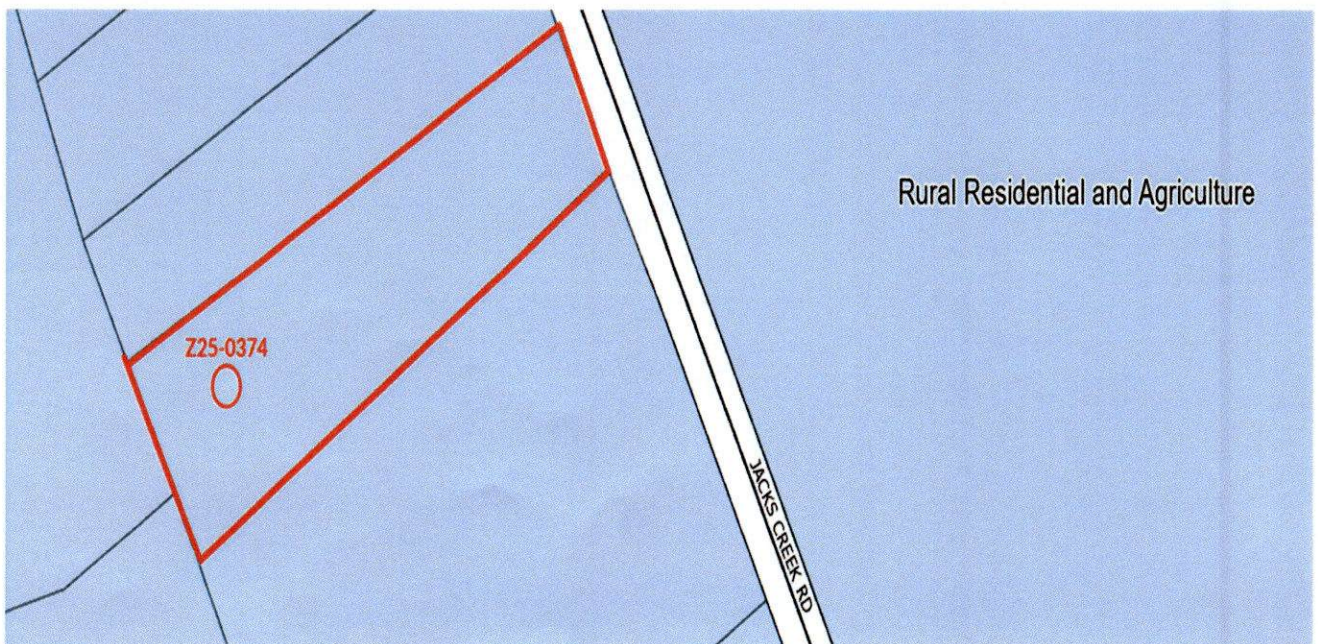


The surrounding properties are zoned A1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Rural Residential.





**History:**    No History

**Staff Comments/Concerns:**    This Rezone is the result of a code enforcement case in which the owner was notified of the improper use of the property as a dog kennel.

**If approved, Department would request for this use only and Applicant must provide Department of Agriculture Certification and a Walton County Business License.**

KENNEL, COMMERCIAL: An establishment for the breeding, raising, boarding, caring for and keeping of dogs or cats or other small domestic animals or combination thereof (except litters of animals of not more than six (6) months of age), for commercial purposes.

**Allowed in A, B1, B2 and B3**

**Section 6-1-470 Kennel, Commercial (20)**

- A.      The lot size shall be no less than two (2) acres.
- B.      Any building or enclosed structures for the housing of animals shall have minimum side and rear setbacks of at least one hundred (100) feet.
- C.      All areas maintaining animals outside shall be completely enclosed by walls or fences at least six (6) feet in height, and shall be located no closer than two hundred (200) feet from property lines or street right-of-way.
- D.      No commercial kennel shall be located within five hundred (500) feet of a residential district.

**Comments and Recommendations from various Agencies:**

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

**Sheriffs' Department:** No comment received.

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

**Fire Marshal Review:** Commercial Kennel shall meet the 2024 NFPA Life Safety Code requirements. 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 impact

**Board of Education:** Will have no affect on the School System.

**GDOT:** No comment received.

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

**PC ACTION 1/8/2026:**

**Z25-0374 – Rezone 4.78 acres from A1 to A for a commercial kennel with customer contact and Variances on side seatbacks- Applicant: Raymond Spinelli/Owners: Raymond & Tammy Spinelli- property located at 4350 Jacks Creek Road- Map/Parcel C1790024- District 4.**

**Presentation:** Raymond Spinelli presented the request for a rezone to allow a commercial dog kennel. Mr. Spinelli, who has been breeding dogs for decades to assist disabled individuals, currently resides at 4350 Jacks Creek Road. Josh Ferguson asked how long Spinelli had been living there, Spinelli stated he had lived there for 2 ½ years



while maintaining a small operation, only having one or fewer litters per year of French Massifs. He currently has four dogs on the property, and each litter typically consists of eight or more puppies.

**Public Comment:** Chris Folgman, who resides at 4306 Jacks Creek, is requesting the denial of the application, as his property is adjacent to the applicant's. He and his wife, Kristy Folgman, have lived in their home for 12 years. They sought a quiet place to build their forever home and would not have purchased and built on their property if they had known the kennel would be operating there.

Cheyenne Geary, an adjacent property owner residing at 4360 Jacks Creek, stated that she and her husband, Kevin Geary, have lived in their home for four years. She expressed concern about the applicant's dogs, claiming they have chased her young children. Ms. Geary further asserted that she has contacted animal control about this issue ten times in the past month.

**Rebuttal:** Timothy Kemp inquired whether the applicant had consulted with neighbors about the kennels. The applicant confirmed he had only done so when first moving in. Mr. Kemp then asked about fencing, and the applicant stated that fencing was in place and dogs were not allowed to run loose. However, the applicant acknowledged receiving citations from animal control for dogs at large.

Timothy Kemp asked if anyone representing Animal Control was present. There was no one. Code Enforcement Officer Mark Lewis then came forward to state that he had attempted to contact the applicant but found no working phone number. He did find the applicant's business online but noted that the applicant does not possess a business license. Mr. Lewis informed the Planning Commission that he had 15 citations from Animal Control regarding the dogs at the kennels.

**Recommendation:** Motion by Michelle Trammel to recommend Denial as submitted with a second by John Pringle. The motion passed unanimously.

**Rezone Application # 225-0374**  
**Application to Amend the Official Zoning Map of Walton County, Georgia**

Planning Comm. Meeting Date 01-08-2026 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**

Board of Comm Meeting Date 02-10-2026 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** C1790024

**Applicant Name/Address/Phone #**

Raymond Spinelli

4350 Jacks Creek Rd NW

Monroe Ga 30655

**Property Owner Name/Address/Phone**

same Raymond & Tammy Spinelli

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

Location: 4350 Jacks Creek Rd NW Requested Zoning A Acreage 4.78

Existing Use of Property: residential

Existing Structures: House, building for dogs, storage buildings

The purpose of this rezone is to allow myself to have a dog  
Kennel, requesting variances for set backs

Property is serviced by the following:

Public Water: \_\_\_\_\_ Provider: \_\_\_\_\_ Well: X

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 [Signature] Date 12/1/25 Fee Paid \$ 400.00

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

Signs will not be removed until after Board of Commissioners meeting

**Office Use Only:**

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

Comprehensive Land Use: Rural Residential **DRI Required?** Y \_\_\_\_\_ N /

Commission District: 4-Lee Bradford 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 \_\_\_\_\_

## 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;

residential

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

No

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

Yes increase property values

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

yes

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

yes

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

N/A

"NOT FOR FINAL RECORDING"  
TOTAL AREA = 4.78 ACRES

PARCEL: C1790024 ZONED: A-1

REZONING FROM A-1 TO A WITH SPECIAL USE PERMIT TO ALLOW FOR A DOG KENNEL BUSINESS

TOTAL SITE AREA = 4.78 ACRES

PROPOSED USE = DOG KENNEL BUSINESS

VARIANCE TO ALLOW FOR A DOG TRAINING BUSINESS WITH IN AGRICULTURAL DISTRICT AND VARIANCE FOR REQUIRE 200' DISTANCE REQUIREMENT FOR COMMERCIAL KENNEL.

APPLICABLE ORDINANCE: SECTION 4-1-110.

PROPERTY DEVELOPMENT STANDARDS

1. MINIMUM LOT AREA: 2 ACRES.
2. MINIMUM LOT WIDTH AT BUILDING LINE: 300 FEET.
3. MINIMUM YARD REQUIREMENTS:
  - a. FRONT: 50 FEET
  - b. SIDE: 20 FEET
  - c. REAR: 40 FEET
4. MAXIMUM HEIGHT: 35 FEET.

#### NOTES:

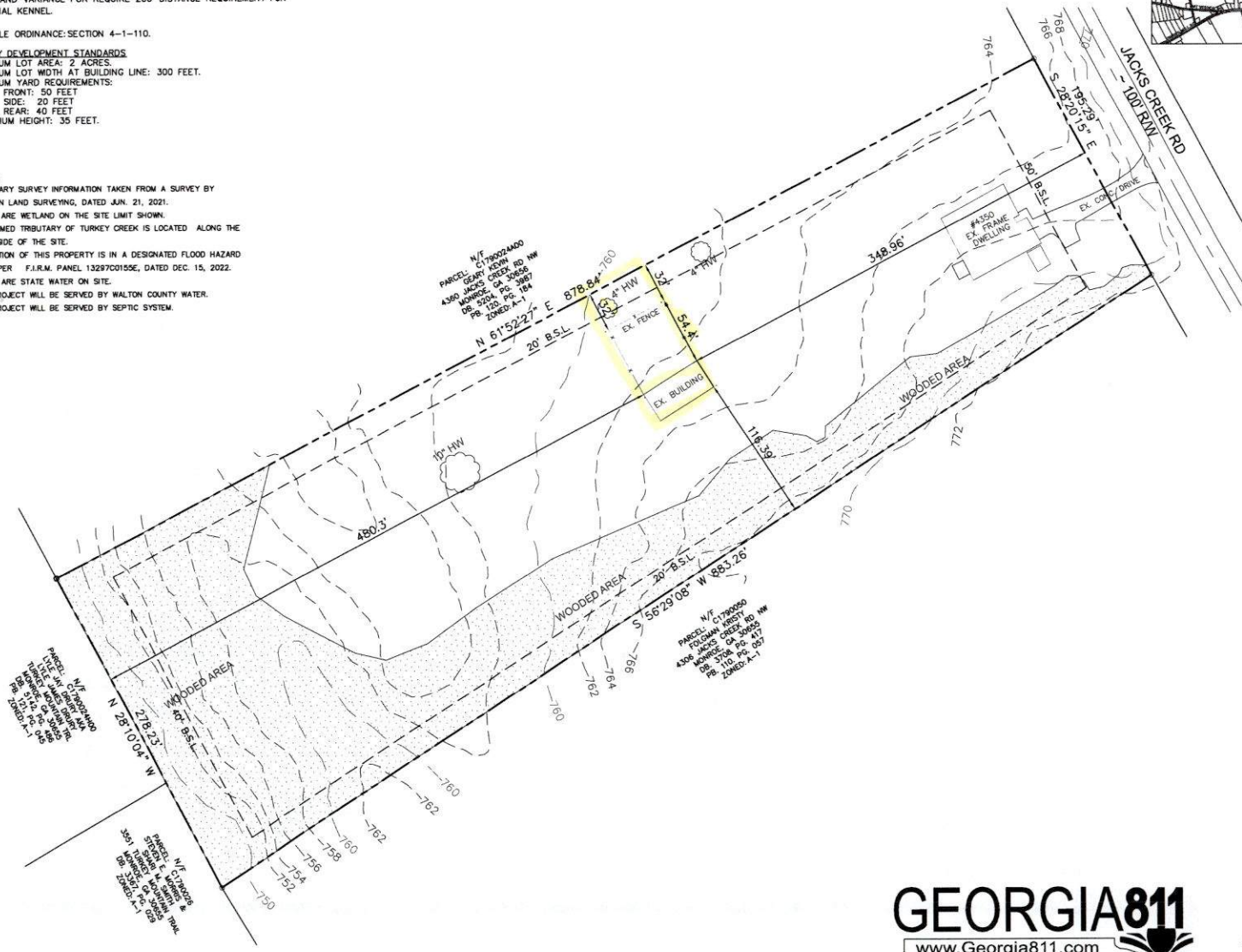
1. BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY GARMON LAND SURVEYING, DATED JUN. 21, 2021.
2. THERE ARE WETLAND ON THE SITE LIMIT SHOWN.
3. UN-NAMED TRIBUTARY OF TURKEY CREEK IS LOCATED ALONG THE WEST SIDE OF THE SITE.
4. A PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13297C0155E, DATED DEC. 15, 2022.
5. THERE ARE STATE WATER ON SITE.
6. THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER.
7. THE PROJECT WILL BE SERVED BY SEPTIC SYSTEM.

TOTAL SITE AREA = 4.78 ACRES  
TOTAL DISTURBED AREA = XX ACRES  
THERE ARE NO STATE WATERS ON THE SITE.  
THERE ARE NO WETLAND ON SITE.

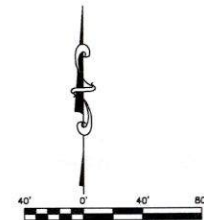
NOTE: A PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE F.I.R.M. NO. 13297C0155E, DATED 12/15/2022



VICINITY MAP  
N.T.S.



**GEORGIA811**  
www.Georgia811.com



**A.C.E.**  
ALCOY CONSULTING ENGINEERING  
AND ASSOCIATES, LLC.  
P.O. BOX 179 RIVINGTON, N.C.  
485 Edwards Rd.  
Oxford, Georgia 30054  
Phone: 770-466-4002  
lspacelli@gmail.com  
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#### CONCEPTUAL PLAN

#### PROPOSED MAGNIFICENT MASTIFFS OF ATLANTA

PARCEL: C1790024

LAND LOT: 219

DISTRICT: 3rd

4350 JACKS CREEK RD

WALTON COUNTY, GA

DATE: 11/26/2025

SCALE: 1"=40'

#### OWNER / DEVELOPER/ PRIMARY PERMITTEE

SPINELLI RAYMOND EARL &  
SPINELLI TAMMY SUE  
4350 JACKS CREEK RD  
MONROE, GA 30655  
RAYMOND SPINELLI  
PHONE: 678-895-1336  
raymondspinelli76@gmail.com

24 HOUR - EMERGENCY CONTACT  
RAYMOND SPINELLI  
PHONE: 678-895-1336  
raymondspinelli76@gmail.com

#### REVISIONS

NO.	DATE	DESCRIPTION

JOB No. # 25-066

C-1







## Letter of Intent

Item 6.2.

My purpose of this request is to bring opportunities to the area. It will attract consumers to the area, potentially and maybe eventually jobs to the community. This will allow me to follow the guidelines of the community as a home business and believe it will increase the property values surrounding me. I am a very passionate, well known for the quality of french mastiffs I produce. Many are shown within AKC + many go to people who need service ~~dogs~~ dogs. We are recognized by AKC as being H.E.A.R.T certified. This means my dogs follow strict testing guidelines by the AKC.



# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

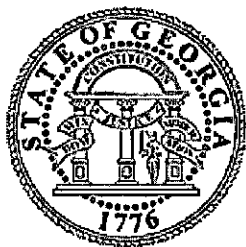
## CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Magnificent Mastiffs of Atlanta LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/13/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **11/20/2025**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**ARTICLES OF ORGANIZATION**

\*Electronically Filed\*

Secretary of State

Filing Date: 11/13/2025 1:40:59 PM

**BUSINESS INFORMATION**

**CONTROL NUMBER** 25225174  
**BUSINESS NAME** Magnificent Mastiffs of Atlanta LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 11/13/2025

**PRINCIPAL OFFICE ADDRESS**

**ADDRESS** 4350 Jacks Creek Road Northwest, MONROE, GA, 30655, USA

**REGISTERED AGENT**

NAME	ADDRESS	COUNTY
Raymond Spinelli	4350 Jacks Creek Road Northwest, MONROE, GA, 30655, USA	Walton

**ORGANIZER(S)**

NAME	TITLE	ADDRESS
Raymond Spinelli	ORGANIZER	4350 Jacks Creek Road Northwest, MONROE, GA, 30655, USA

**OPTIONAL PROVISIONS**

N/A

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** Raymond E Spinelli  
**AUTHORIZER TITLE** Organizer

**Walton County**

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

## Building Permit

### Permit #: **25-1523**

### Permit Type : Residential - Accessory < 500sf PACS

**Parcel:** C1790024

**Description of Work:** TR#1 / 4350 JACKS CREEK RD/ 12X40  
PACS FOR ANIMAL USE/ DOG KENNEL / APPLYING FOR  
VARIANCE & REZONE/ NO MECHANICS @ THIS TIME/ 480 SQFT

**Date Applied:** December 1, 2025**Permit Address:** 4350 JACKS CREEK RD

<b>Owner Info:</b> SPINELLI RAYMOND EARL & SPINELLI TAMMY SUE 4350 JACKS CREEK RD MONROE GA 30655	<b>Owner Phone:</b> 678-8951336 <b>Owner Email:</b> raymondspinelli76@gmail.com
<b>Applicant Info:</b> SPINELLI RAYMOND EARL & SPINELLI TAMMY SUE 4350 JACKS CREEK RD MONROE GA 30655	<b>Applicant Phone:</b> 678-8951336 <b>Applicant Email:</b> raymondspinelli76@gmail.com
<b>Contractor:</b> SPINELLI RAYMOND EARL & SPINELLI TAMMY SUE 4350 JACKS CREEK RD MONROE GA 30655	<b>Contractor Phone:</b> 678-8951336 <b>Contractor Email:</b> raymondspinelli76@gmail.com

**Associated Fees:**

Date	Description	Paid Date	Amount	Paid	Balance
December 1, 2025	Residential - PACS < 500sf		\$75.00		
	TOTAL: Permit Fees		\$75.00		\$75.00
	Credit/Debit Card 4181 Payment Successful	December 1, 2025		\$75.00	\$0.00

**CONNIE CHASTAIN**  
Permit Tech



**December 1, 2025**

**To whom it may concern:**

**We are writing this letter to convey what a wonderful experience we have had with Magnificent Mastiffs of Atlanta. We purchased a female Dogue de Bordeaux from them in late February and she has been a wonderful addition to our family. Mr. Spinelli has been constantly in contact with us, inquiring about her health and wellness and how she has integrated into our family. When we drove to Atlanta to pick our puppy up at eight weeks old, we toured his kennels and met all of his dogs. He has excellent facilities and all of his dogs were well behaved and got along with each other. They were all extremely healthy and energetic and friendly with us. We cannot recommend Magnificent Mastiffs of Atlanta enough. They are truly animal lovers and want to better the breed.**

**Sincerely;**

**Ronnie and Janice Pollard**

**Triple B Bulldogs**

**Skiatook, Oklahoma**

**918-230-8133 Sent from my iPhone**

----- Forwarded message -----

From: **Paul Raio** <praio@arista.com>  
 Date: Mon, Dec 1, 2025, 10:16  
 Subject: Re: LoR  
 To: Raymond Spinelli <ddbofatlanta@gmail.com>

Our family got 2 Dogues from Magnificent Mastiffs of Atlanta and have been very happy with them. These 2 family members are our 5th and 6th Bordeauxs that we have had and they have been great. Very healthy, good bone structure and solid checkups from our vet, who has worked with them all.

The breed is amazing. They are loyal, gentle and protective of the family at the same time. They are partners for life and I cant imagine not having them in ours.

On Mon, Dec 1, 2025 at 12:09 PM Raymond Spinelli <ddbofatlanta@gmail.com> wrote:  
 Can you change to Magnificent Mastiffs of Atlanta please

On Mon, Dec 1, 2025, 12:07 Paul Raio <praio@arista.com> wrote:

Our family got 2 Dogues from DDB of Atlanta and we have been very happy with them. These 2 family members are our 5th and 6th Bordeauxs that we have had and they have been great. Very healthy, good bone structure and solid checkups from our vet, who has worked with them all.

The breed is amazing. They are loyal, gentle and protective of the family at the same time. They are partners for life and I cant imagine not having them in ours.

--  
 --

**Paul Raio**  
**404.307.6686**

--  
 --  
**Paul Raio**  
**Regional Sales Manager**  
**404.307.6686**

**Arista - The World's Most Advanced Network Operating System.**

To Whom it May Concern,

Item 6.2.

I write this letter in reference to Ray Spinelli and Magnificent Mastiffs of Atlanta. Mr. Spinelli is the breeder our beautiful three-year-old girl, Callie, whose photo is attached.

Even before we brought Callie home Mr. Spinelli was there to answer every question, address any and all concerns, and thoroughly evaluate our home and our hearts to make certain we were worthy of that which he holds so dear.

Throughout the past three years, he continues to be there when we have questions or just to check on her health and well-being. Our Vet comments constantly on what a truly magnificent specimen she is and that is a direct reflection of the heart and soul Mr. Spinelli has put into this breed that he loves so much.

Lisa Freelove







## OFFICIAL NOTICE OF VIOLATION

Name: RAYMOND SPINELLIDate: 11-13-25Address: 4350 JACKS CORNEROfficer: LEWISMONROE LA. 70655Officer Phone: 770-266-1623

Contact Number: \_\_\_\_\_

Website: www.Waltoncountyga.gov

A Walton County Code Enforcement Officer inspected this property on this date and found violations of County Ordinances and /or State Laws as indicated below

**Environmental Protection**

- ☐ Erosion and Sediment Controls 11-3-140
- ☐ Buffer Violation 11-3-140(15)(a)
- ☐ Litter/Illegal Burning 11-6-120(a)
- ☐ Grass, Weeds, Uncultivated Vegetation 11-6-120(b)
- ☐ Egregious Litter 11-6-120(c)
- ☐ Vehicles Causing Litter 11-6-130
- ☐ Construction Site Litter 11-6-140
- ☐ Burned Structures 11-6-140.5
- ☐ Noises Prohibited 11-7
- ☐ Illicit Discharge Stormwater Ordinance 11-8
- ☐ General Construction Waste Management 11-9

**Parking and Loading Space**

- ☐ Commercial Vehicle 7-1-100(c)(1)(2)
- ☐ Living in RV/Vehicle 7-1-100(c)(4)
- ☐ Junk Vehicle 7-2-150

**Zoning**

- ☐ Right of Way Encroachment 9-1-100(d)
- ☒ Non-Permitted Use 5-1-100
- ☐ Home Occupation Residential 6-1-420
- ☐ Home Occupation Rural 6-1-430
- ☐ Fence and Wall Standards 6-1-350.5
- ☐ Short Term Rentals 6-1-840

**Construction**

- ☐ Permits Required 8-1-250
- ☐ Certificate of Occupancy 103.9.1
- ☐ Certificate of Completion 103.9.2
- ☐ Construction Hours Violation 11-7-100(b)(5)

**Sign Ordinance**

- ☐ Prohibited Sign Sec. 3
- ☐ Sign Standards Sec. 22
- ☐ Sign Permit Required Sec. 23

**Land Development**

- ☐ Buffer Land Disturbance 11-10-150
- ☐ Grading Per Approved Plans 11-10-170

**Occupational Tax Ordinance**

- ☒ Failure to Pay Occupational Tax Sec. 18-42

**Graffiti**

- ☐ Graffiti Sec. C (1)(2)

**Miscellaneous**

- ☐ \_\_\_\_\_

Details Of Violation: 5-1-100 PERMITTED USE - Dog BREEDING BUSINESS - Magnificent  
MASTIFFS OF ATLANTA IN IMPROPER ZONING - 18-42C - Failure To Pay Occupational  
Tax.  
MUST CEASE ALL BUSINESS ACTIVITIES AT LOCATION.  
CITATIONS WILL BE ISSUED.

Please bring this property into lawful compliance before 10:30 AM/PM on 11/20/25  
 Failure to bring the violations into compliance could result in citation(s) which hold fines up to \$1000 and/or imprisonment.

LEWIS

Officer Signature

Violator Signature

**Office Use Only:**

Method Delivered: In-person Door Garage Other

**Reinspection**

In Compliance

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Extension: \_\_\_\_ AM/PM on \_\_\_\_/\_\_\_\_/\_\_\_\_

White Copy- Officer

Yellow Copy - Violator

Walton County 10/9/2025











This was handed  
to the Planning Commission  
1/8/2026 by Chris  
Folgyman - 4306 Jacks  
Creek Rd.

# Walton County

## Planning Commission

January 8, 2026

District 1- Josh Ferguson

District 2- Chris Alexander

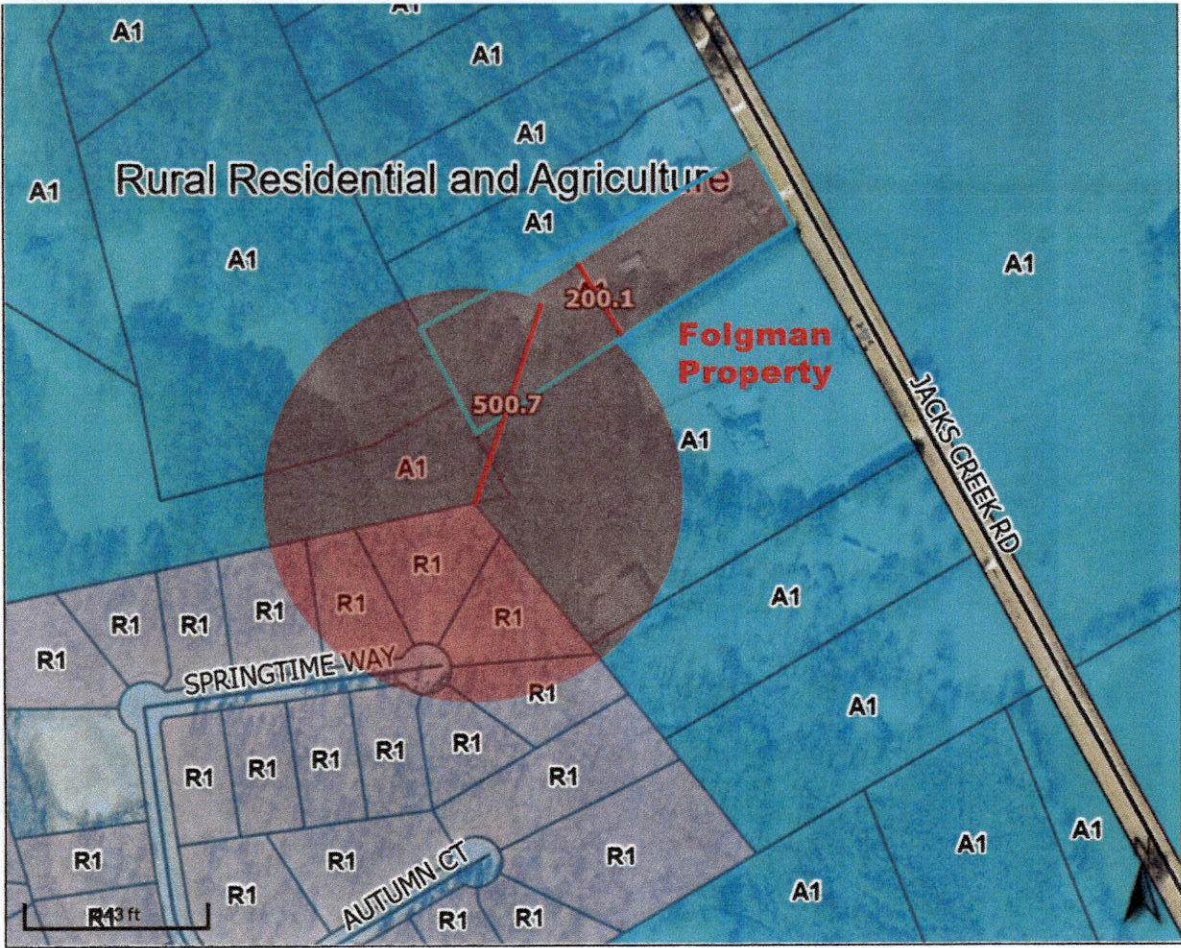
District 3- John Pringle

District 4- Michelle Trammel

District 5- Tim Hinton

District 6- Timothy J. Kemp





Legend

- Parcels
- Roads
  - BETWEEN
  - COUNTY
  - FDOT
  - GDOT
  - GOOD HOPE
  - WINNETT COUNTY
  - JERSEY
  - LOGANVILLE
  - MONROE
  - PRIVATE
  - SOCIAL CIRCLE
  - WALNUT GROVE
  - <all other values>

Future Land Use Plan 2022

- Conservation
- Employment Center
- Highway Corridor
- Neighborhood Residential
- Rural Residential and Agriculture
- Suburban
- Village Center

Parcel ID C1790024  
Class Code Residential  
Taxing District Walton County  
Acres 4.78

Owner SPINELLI RAYMOND EARL &  
SPINELLI TAMMY SUE  
4350 JACKS CREEK RD  
MONROE, GA 30655  
Physical Address 4350 JACKS CREEK RD  
Appraised Value Value \$450700

Last 2 Sales			
Date	Price	Reason	Qual
5/9/2023	\$419900	FM	Q
9/2/2021	\$700000	MP	U

(Note: Not to be used on legal documents)



Section 6-1-470 - Kennel, Commercial (20)

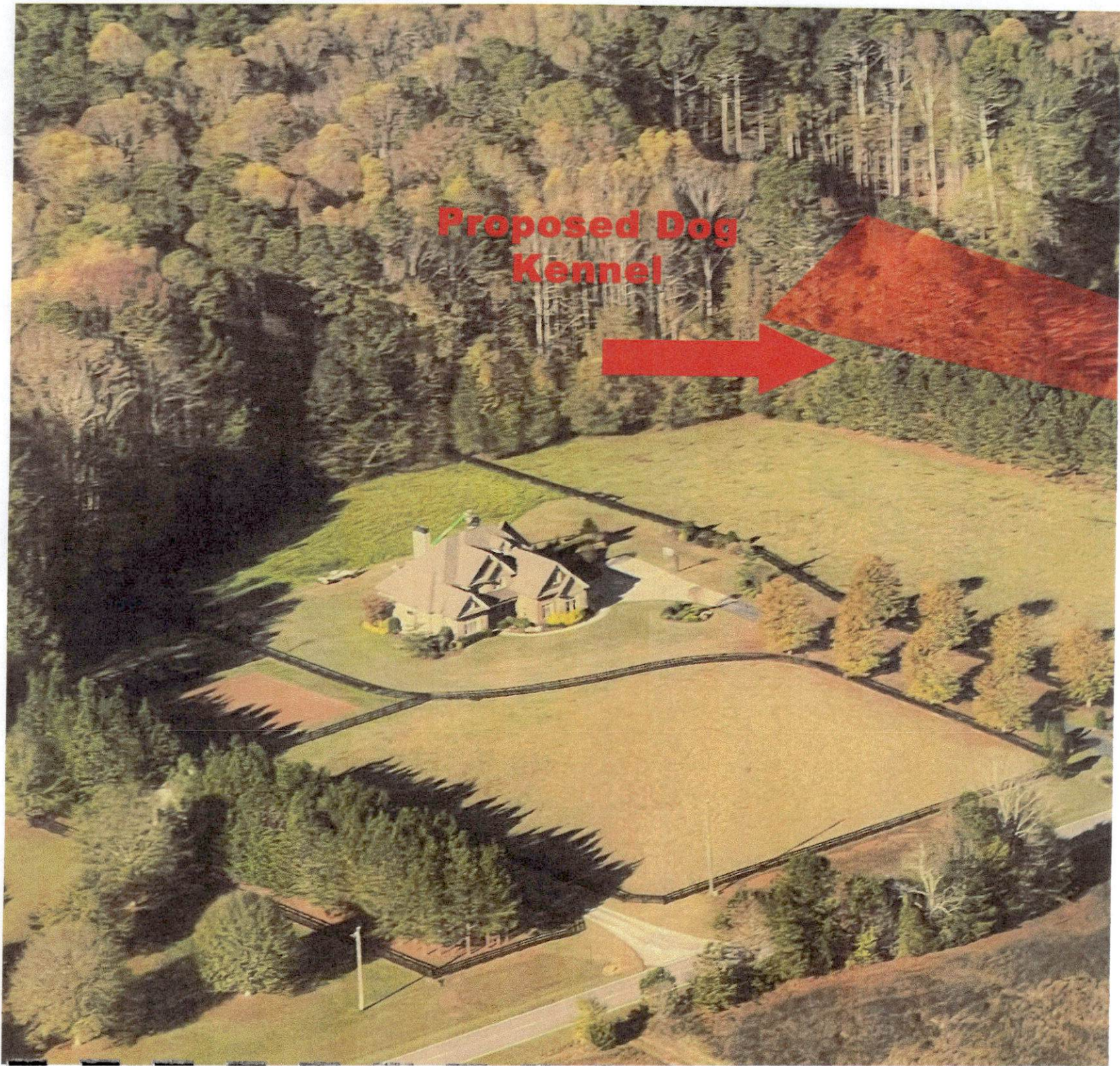
- A. The lot size shall be no less than two (2) acres.
- B. Any building or enclosed structures for the housing of animals shall have minimum side and rear setbacks of at least one hundred (100) feet.
- C. All areas maintaining animals outside shall be completely enclosed by walls or fences at least six (6) feet in height, and shall be located no closer than two hundred (200) feet from property lines or street right-of-way.
- D. No commercial kennel shall be located within five hundred (500) feet of a residential district.

Section 6-1-480 - Kennel, Hobby (2)

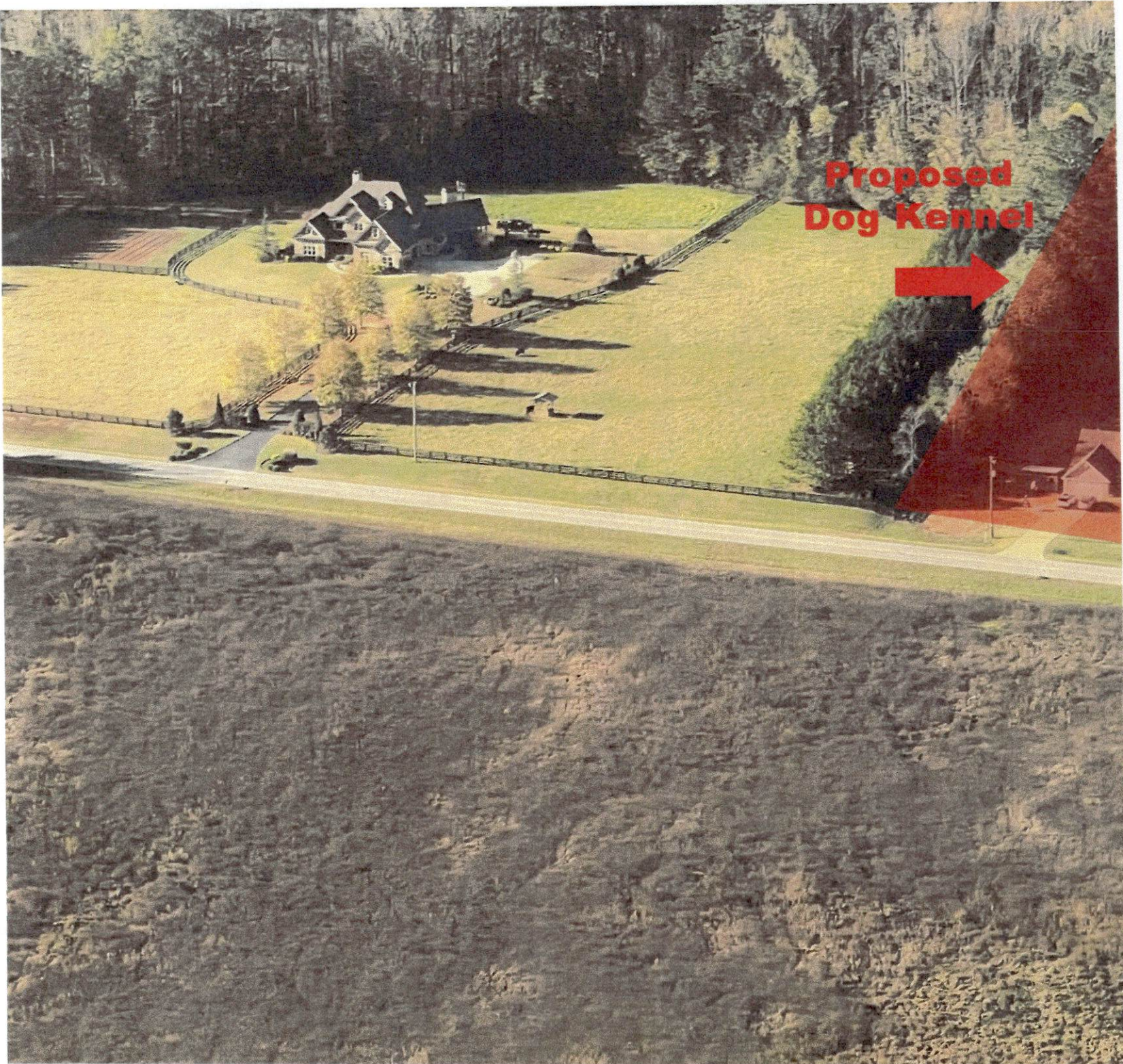
- A. All hobby kennels shall be located on a site of not less than five (5) acres.
- B. All buildings used for the animals shall be located at least two hundred (200) feet from any property line.
- C. All animals shall be fenced at least two hundred (200) feet from any property line.

(9-7-2004)

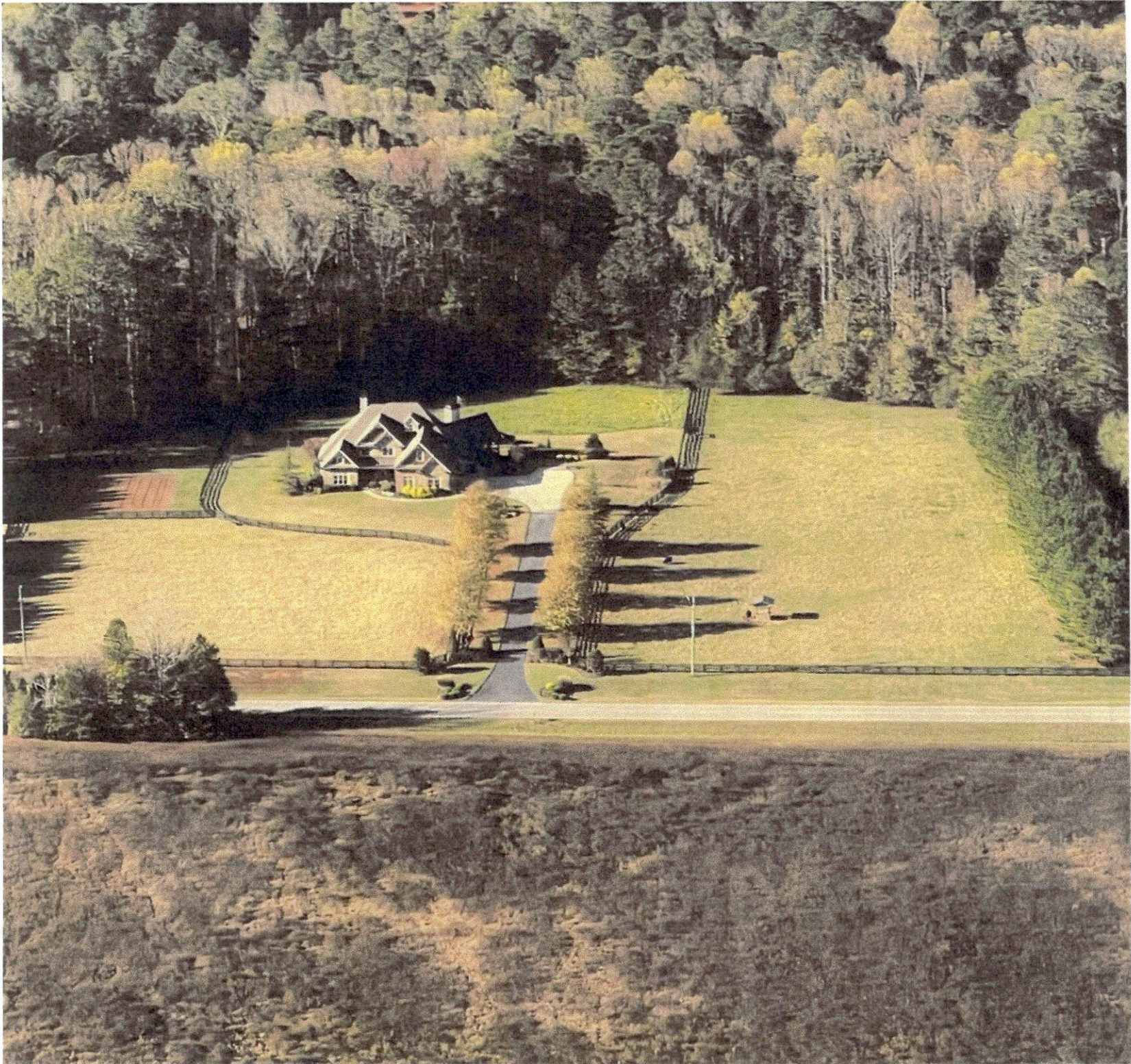




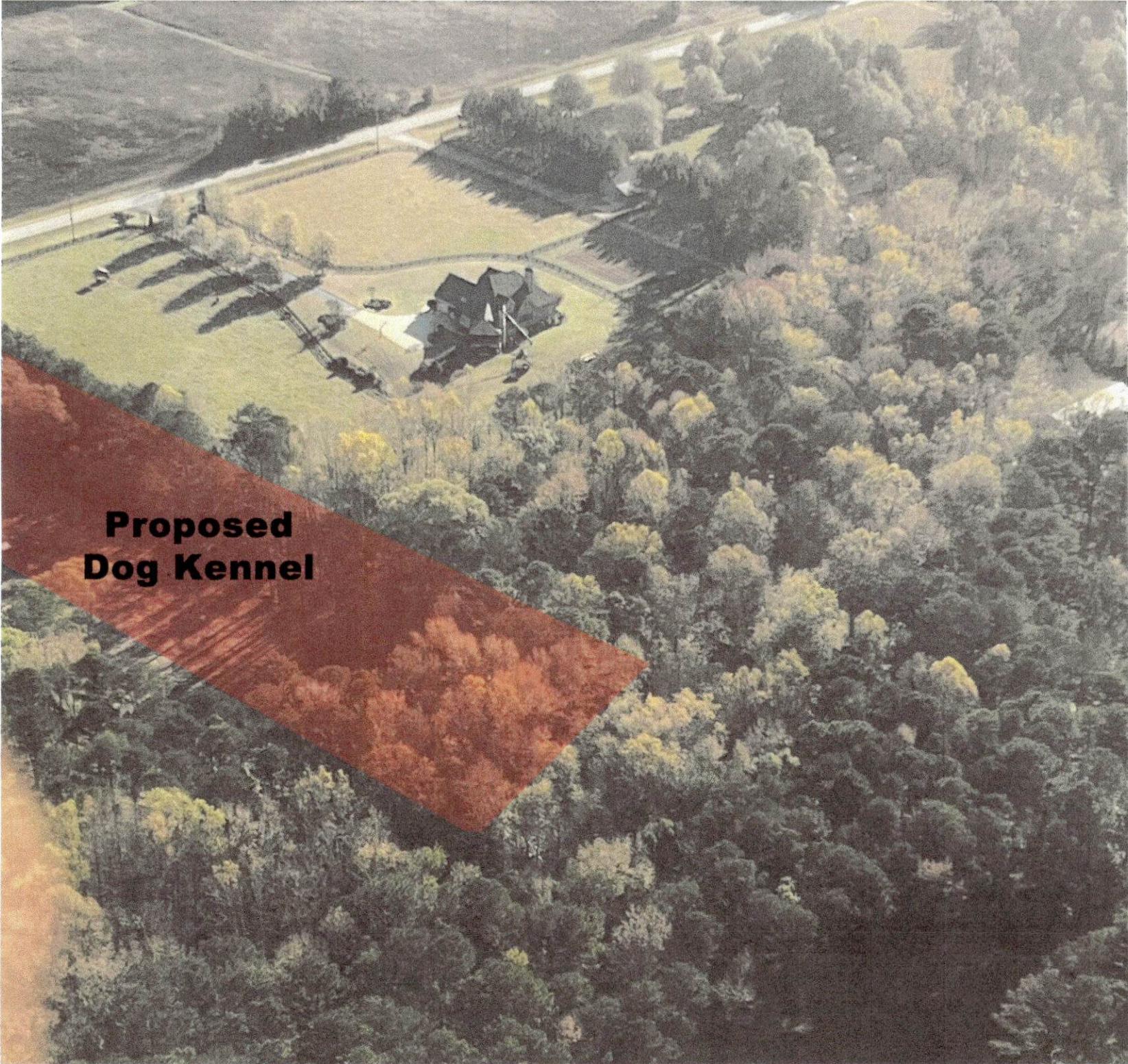




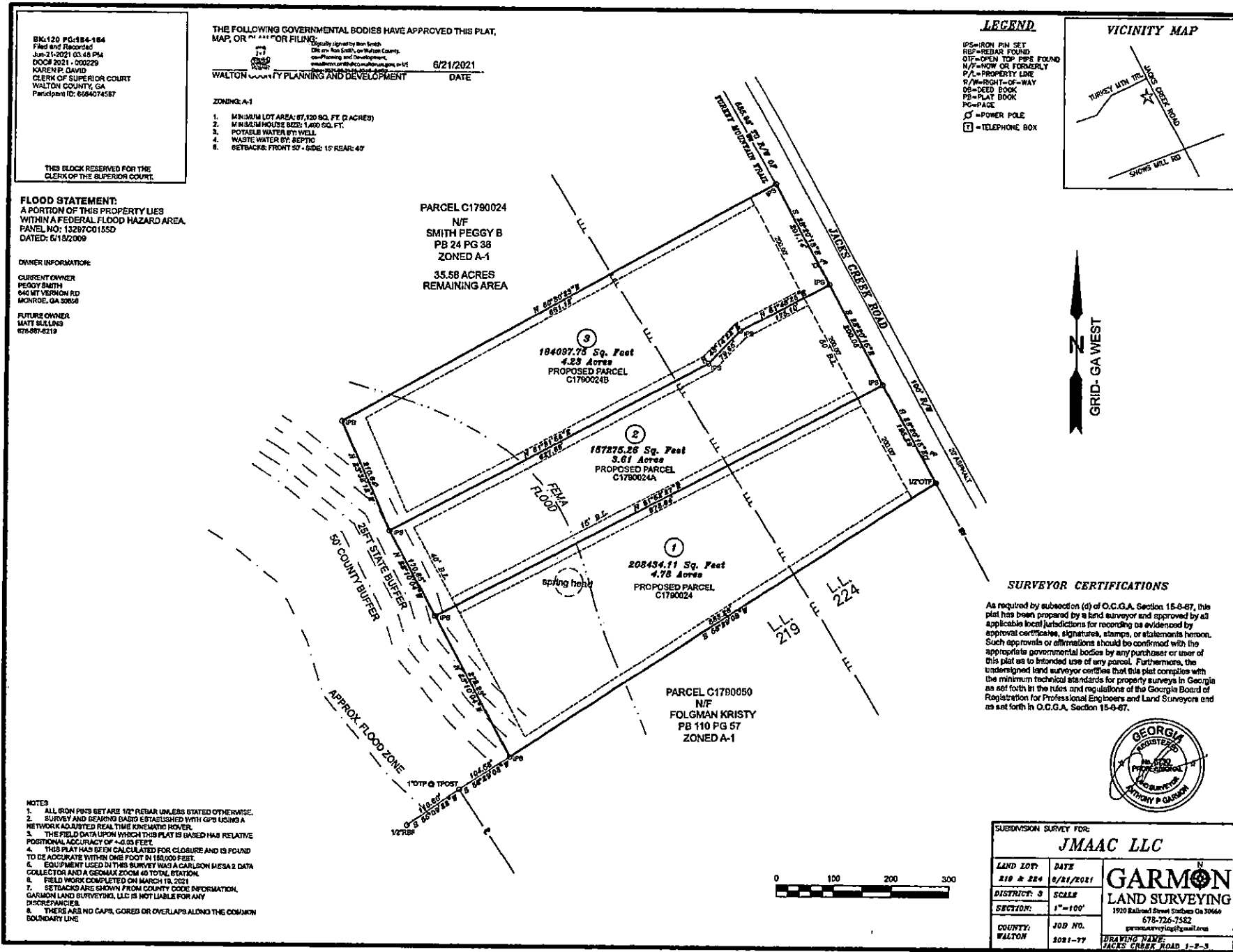




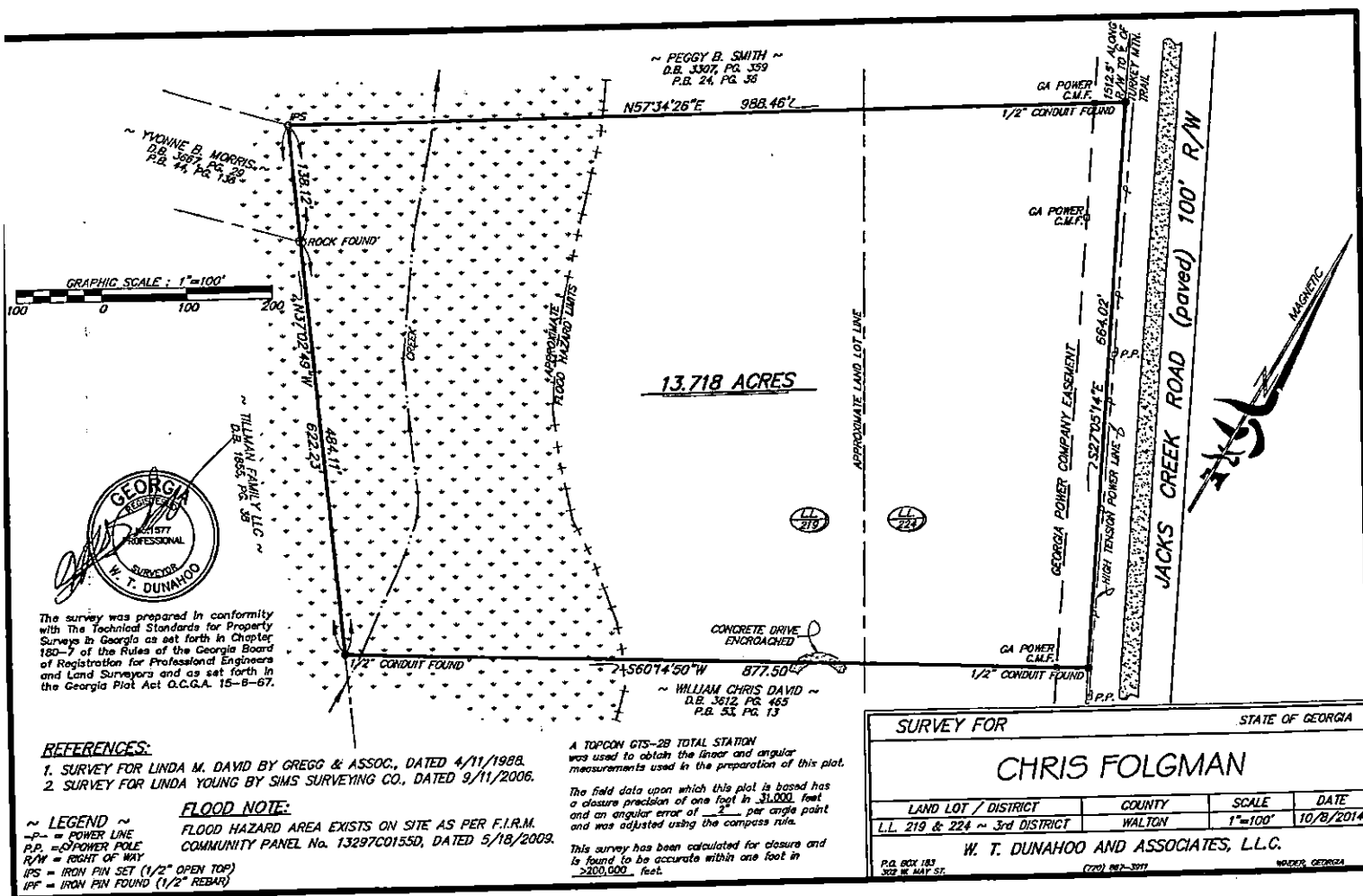


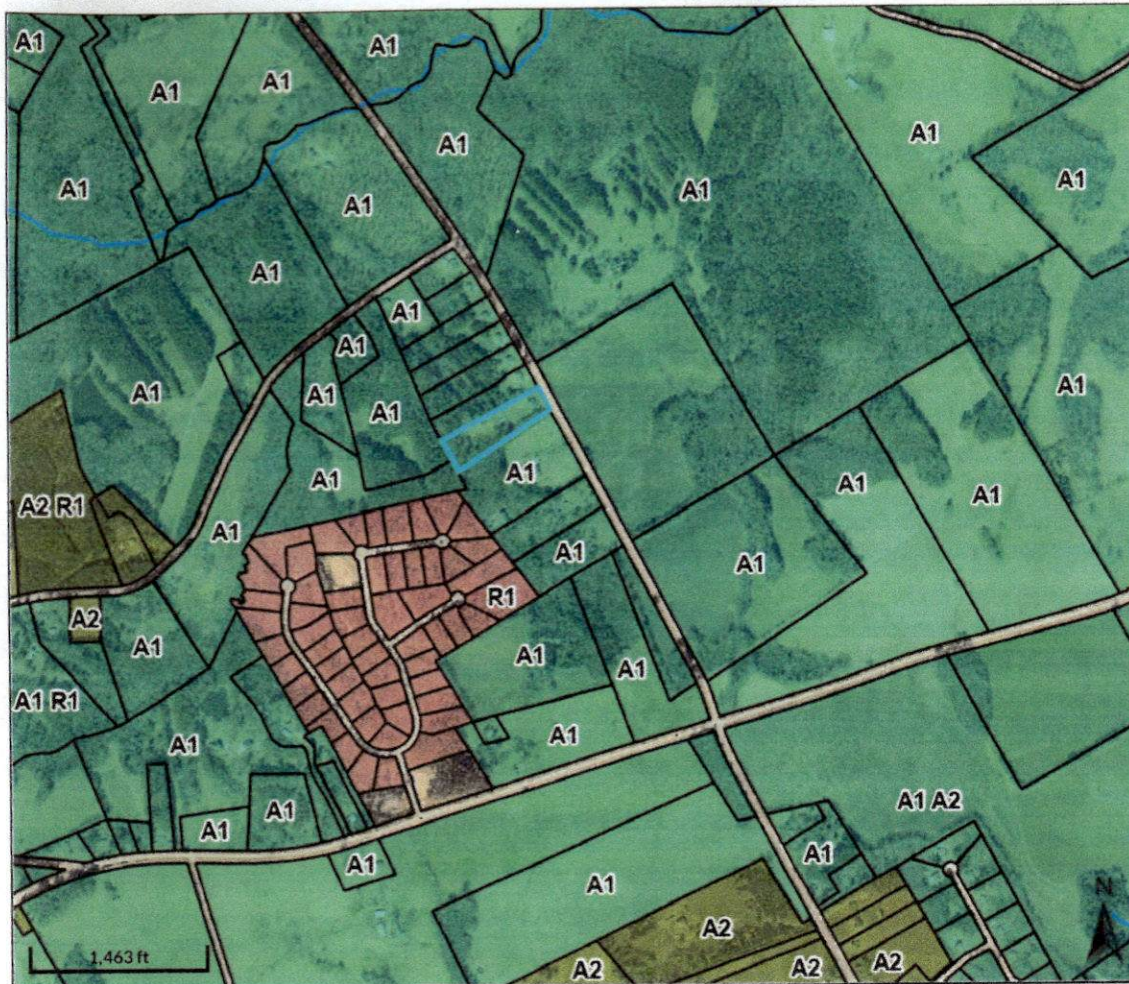












Overview



Legend

-  Parcels
- Roads**
  -  BETWEEN
  -  COUNTY
  -  FDOT
  -  GDOT
  -  GOOD HOPE
  -  GWINNETT COUNTY
  -  JERSEY
  -  LOGANVILLE
  -  MONROE
  -  PRIVATE
  -  SOCIAL CIRCLE
  -  WALNUT GROVE
  -  <all other values>

Parcel ID C1790024  
 Class Code Residential  
 Taxing District Walton County  
 Acres 4.78

Owner SPINELLI RAYMOND EARL &  
 SPINELLI TAMMY SUE  
 4350 JACKS CREEK RD  
 MONROE, GA 30655  
 Physical Address 4350 JACKS CREEK RD  
 Appraised Value Value \$450700

## Last 2 Sales

Date	Price	Reason	Qual
5/9/2023	\$419900	FM	Q
9/2/2021	\$700000	MP	U

(Note: Not to be used on legal documents)

Date created: 1/3/2026

Last Data Uploaded: 1/3/2026 4:09:52 AM

Developed by  **SCHNEIDER**  
 GEOSPATIAL



January 6, 2026

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, January 6, 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 Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Assistant Planning Director Kristi Parr, Finance Director Jennifer Wall, Stormwater Manager Tyler Pannell, Facilities Director Hank Shirley and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

## **PRESENTATIONS**

County Manager John Ward recognized William (Billy) Burt for his retirement from the Sheriff's Office.

## **MEETING OPENING**

Chairman Thompson called the meeting to order at 6:04 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

## **ADOPTION OF AGENDA**

**Motion:** *Commissioner Adams made a motion, seconded by Commissioner Bradford to adopt the agenda moving the Executive Session as the first item on the agenda. All district commissioners voted in favor.*

## **EXECUTIVE SESSION**

**Motion:** *At 6:05 p.m., Commissioner Adams made a motion, seconded by Commissioner Warren, to enter into Executive Session to discuss a personnel matter. All district commissioners voted in favor.*

**Motion:** *At 6:47 p.m., Commissioner Warren made a motion, seconded by Commissioner Bradford, to return to regular session. All district commissioners voted in favor. There were no votes taken in Executive Session.*

## **FINANCE**

Finance Director Jennifer Wall introduced Ryan Jones with Maulding & Jenkins who presented the FY25 Audit.

### Presentation of FY25 Audit - Mauldin & Jenkins

**Motion:** *Commissioner Adams made a motion to accept the FY25 Audit as presented.*

Commissioner Myers seconded the motion and all voted in favor.

## OLD BUSINESS

### Current Sheriff's Office/Jail Employees (tabled 12/2/25)

Sheriff Keith Brooks and Kim McCord came before the Board requesting that he be able to give merit increases to staff hired before the end of 2024 and requested a budget amendment in the amount of \$180,000 for FY26. The merit increase will be 2.5%, equal to a step increase.

**Motion:** Commissioner Warren made a motion to approve \$180,000 budget amendment to fund the first round of merit-based increases for the Sheriff's Office, to be considered as a pilot program and to be used more widespread after the effects are known. Commissioner Adams seconded the motion. Commissioner Dixon asked for clarification on revisiting the pilot program at budget time. Commissioner Warren stated they would review the effectiveness during budget season on an annual basis. County Manager John Ward added that staff take this as direction to further implement it across the rest of the departments at budget time. Commissioner Dixon asked if there was any reassurance beyond this budget year. Commissioner Warren stated that the increase would be for this budget year. All district commissioners voted in favor.

## DISCUSSION

### County Manager's Report/Update

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

### Flagpole for VFW

Chairman Thompson discussed donating the flagpole at the old jail to the VFW.

**Motion:** Commissioner Bradford made a motion, seconded by Commissioner Adams to donate the flagpole to the VFW. All district commissioners voted in favor.

## PLANNING & DEVELOPMENT

Planning Director Kristi Parr presented the Planning Commission recommendations.

Z25-0337 - Rezone 2.00 acres from A2 to A for commercial kennel with customer contact and Variance on side, back, and front setback lines - Applicant/Owner: David L Maughon - property located at 1343 Cornish Mountain Church Road - Map/Parcel C0670114B00 - District 4

Planning Commission recommended approval with the following conditions: 1) Approve the setbacks applied for which are 81 ft. on the left side, 113 ft. on the right side, 126 ft. on the rear and 95 ft. in the front in lieu of the required 200 ft. setback and also a Variance for the required 500 ft. setback from a residential district 2) allow a maximum of 4 breeding dogs.

County Attorney Chip Ferguson opened the public hearing on the matter. Donna Maughon



spoke in favor of the rezone and variance. She stated that the rezone for a commercial kennel was necessary to be in compliance with the Dept. of Agriculture. They are not a commercial kennel, but you must have that designation in order to breed more than two litters a year and are only breeding their lab. There was no opposition present. Attorney Ferguson closed the public hearing on the matter.

***Motion:*** Commissioner Bradford made a motion to approve. Commissioner Adams seconded the motion and all district commissioners voted in favor.

Z25-0343 - Rezone 2.72 acres from A1 to R1 to create a 1.15 acre buildable lot -  
Applicant/Owner: Brad Echols/Tuiley Homes, LLC - property located at 3600 Mary Lane &  
Linda Drive - Map/Parcel C0470030 - District 2

*Planning Commission recommended approval.*

County Attorney Chip Ferguson opened the public hearing on the matter. Brad Echols spoke in favor of the rezone to create a buildable lot. There was no opposition present. Attorney Ferguson closed the public hearing.

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

## **ADMINISTRATIVE CONSENT AGENDA**

1. Approval of December 2, 2025 Meeting Minutes
2. Contracts & Budgeted Purchases of \$25,000 or Greater
3. Declaration of Surplus
4. Ratification of Actions taken by WCWSA on January 5, 2026
5. Grant Application - Sheriff's Office - Governor's Office of Hwy. Safety - HEAT
6. Grant Application - Sheriff's Office - Bullet Proof Vest

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

## **RESOLUTIONS**

Resolution - Setting time, dates and location of the regular monthly meetings of the Board of Commissioners for 2026

***Motion:*** Commissioner Adams made a motion to adopt the resolution. Commissioner Dixon seconded the motion; all district commissioners voted in favor.

## **PUBLIC WORKS**

Peyton Woods Subdivision - Detention Pond

Stormwater Manager Tyler Pannell discussed the detention pond maintenance at Peyton Woods.

The detention pond is not being properly maintained. The HOA has been notified of the corrective action needed but failed to get 2/3rds of the homeowners to agree to the repair. The County will need to move forward with the process of repairing.

## CONTRACTS

### Agreement - UGA Extension Service - Master Gardener Volunteer Program

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

### IGA - City of Social Circle – Water

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

## ACCEPTANCE OF BIDS/PROPOSALS

### Proposal - EFIS, Gutter and Downspout Repairs - Walton Co. Government Building

### Proposal - Roof Replacement - Walton County Government Building

**Motion:** Commissioner Dixon made a motion to accept the proposal from Titan Commercial Painting, LLC in the amount of \$139,000 for EFIS, Gutter and Downspout Repairs and to accept the proposal from Dusty Greer Roofing, Inc. in the amount of \$89,100 for roof replacement at the Government Building. Commissioner Adams seconded the motion and all district commissioners voted in favor.

### Bid - Farm Lease - Anglin Road

### Bid - Farm Lease - Baker Property

**Motion:** Commissioner Shelnutt made a motion to accept the bid from Paul Jones (\$1500) on the Anglin Road property and the bid from Charlie Pittman (\$2155) on the Baker property. Commissioner Adams seconded the motion. All district commissioners voted in favor.

## APPOINTMENTS

### County Clerk

**Motion:** Commissioner Adams made a motion, seconded by Commissioner Myers, to reappoint Rhonda Hawk as County Clerk. All district commissioners voted in favor.

### Assistant County Clerk

**Motion:** Chairman Thompson made a motion to reappoint Gretchen Thurmond as Assistant



*County Clerk. Commissioner Shelnutt seconded the motion and all voted in favor.*

#### County Attorney

***Motion:*** *Chairman Thompson made a motion to reappoint Chip Ferguson and the firm of Atkinson-Ferguson, LLC as County Attorney. Commissioner Adams seconded the motion and all district commissioners voted in favor.*

#### Vice Chairman

***Motion:*** *Commissioner Adams made a motion, seconded by Commissioner Myers to reappoint Timmy Shelnutt as Vice Chairman. All district commissioners voted in favor.*

#### Walton County Planning Commission

***Motion:*** *Chairman Thompson made a motion to appoint Mark Banks to the Walton County Planning Commission due to the resignation of Wesley Sisk. Commissioner Shelnutt seconded the motion and all district commissioners voted in favor.*

#### Board of Assessors

***Motion:*** *Commissioner Dixon made a motion to reappoint Mark Peavy to the Board of Tax Assessors for a six-year term. Commissioner Warren seconded the motion. All district commissioners voted in favor.*

### **PUBLIC COMMENT**

Ron Sack, Cynthia Green and Gareth Fenley (Walton in Action) spoke during Public Comment.

### **ADJOURNMENT**

***Motion:*** *Commissioner Adams made a motion, seconded by Commissioner Dixon, 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.

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DAVID G. THOMPSON, CHAIRMAN

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RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners  
Purchases \$25,000.00  
Meeting

February 10, 2026

Department	Fund	Description	Payee	Amount
Budget Year FY26				
	100	Premium for Feb 2026-For the Record	One America	\$ 44,956.62
Various		Replenish Funds In Workers Comp-For the Record	Walton Co BOC	\$ 41,351.00
Various		Replenish Funds in Health Benefits Jan 26-For the Record	Walton Co Health Benefits Trust	\$ 750,000.00
Various		Replenish Funds in Health Benefits Feb 26-For the Record	Walton Co Health Benefits Trust	\$ 750,000.00
<b>Law</b>				
	1530 100	General Legal Fees Dec 2025-For the Record	Atkinson Ferguson	\$ 26,431.98
	1530 100	General Legal Fees Jan 2026-For the Record	Atkinson Ferguson	\$ 28,085.09
<b>IT Dept</b>				
	1535 100	Community Development Annual Agreement-For the Board	CivicPlus LLC	\$ 41,500.00
<b>Jail</b>				
	3325 100	Specialty Care for Inmates	Correct Health	\$ 37,169.18
	3325 100	Inmate Medical Dec 25	MedTrust LLC	\$ 443,747.04
	3325 100	Inmate Meals	Summit Food Service, LLC	\$ 39,346.23
	3325 100	Feb 26 Allocation: Complex Maintenance	TKC Management Services	\$ 81,339.00
<b>Jail Bond 2021</b>				
	3325.22 315	Arbitrage Rebate Calc, Excess Invest Yield Calc-For the Record	Bingham ARS, INC	\$ 1,000.00
	3325.22 315	Public Safety Complex Nov 25-For the Record	Precision Planning Inc	\$ 9,817.76
<b>WC Forfeited Federal Drug</b>				
	3335 214	2 ea Narcotics Canine W/ Equipment	Alabama Canine Law Enforcement Officers Training Center	\$ 29,138.00
<b>Fire Admin</b>				
	3510.75 355	E-One VM8 SM "LHB" Pumper L9 Engine Truck	Fireline Inc.	\$ 638,561.00
<b>Fire Fighting</b>				
	3520.270 270	E-One VM8 SM "LHB" Pumper L9 Engine Truck	Fireline Inc.	\$ 638,561.00
	3520.270 270	Medical Equipment	Zoll Medical Corporation	\$ 41,005.60



Department	Fund	Description	Payee	Amount
<b>Water</b>				
	4446 507	Concrete Work	Atlanta's Best Concrete, Inc.	\$ 25,000.00
	4446 507	Water and Testing - <b>For the Record</b>	Cornish Creek Water Fund	\$ 235,001.00
	4446 507	Supplies for Meter Installs & Repairs	Delta Municipal Supply Co Inc	\$ 66,462.30
	4446 507	Kubota U35 Mini Excavator	Gene & Matt Tractor Sales Inc	\$ 58,500.00
<b>Parks &amp; Rec</b>				
	6220 100	Kubota SVL97 Cab with Bucket	Lashley Kubota	\$ 83,636.00
	6220 100	2 Husler Mowers, 1 Stand Mower, 1 Zero turn Mower	Smith Equipment Repair, LLC	\$ 84,444.88
<b>Parks &amp; Rec Splost 2019</b>				
	6220.19 323	Construction Phase Jan 26- <b>For the Record</b>	Ascension Program Management, LLC	\$ 5,520.00
<b>American Rescue Fund</b>				
	257	Professional Engineer Nov 25- <b>For the Record</b>	Archer Western Contruction	\$ 3,309,346.94
	257	Water Treatment Facility Nov 25- <b>For the Record</b>	Atkinson Ferguson LLC	\$ 385.00
	257	Water Treatment Facility Dec 25- <b>For the Record</b>	Atkinson Ferguson LLC	\$ 420.00
	257	Professional Engineer Dec 25- <b>For the Record</b>	Engineering Strategies Inc	\$ 12,308.50
<b>HLC Water Treatment Facility</b>				
	504	Legal Ad- <b>For the Record</b>	Monroe Media Inc/Walton Tribune	\$ 45.00
	504	HLC Management WTF- <b>For the Record</b>	Precision Planning	\$ 32,511.89
<b>Hard Labor Creek</b>				
	4405 508	HLC O&M Nov 25- <b>For the Record</b>	Atkinson Ferguson LLC	\$ 52.50
	4405 508	HLC O&M Dec 25- <b>For the Record</b>	Atkinson Ferguson LLC	\$ 52.50
	4405 508	Daily Monitoring of Traps & Removal of Animals Dec 25- <b>For the Record</b>	Alan D Barton	\$ 2,362.50
	4405 508	HLC O&M- <b>For the Record</b>	Precision Planning Inc.	\$ 3,803.72
	4405 508	Fiscal Agent Fees- <b>For the Record</b>	Regions Bank	\$ 1,075.00
				\$7,562,937.23

## Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **February 10, 2026**

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

If so, When?

TOPIC: **Surplus**

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

This Request: **Informational Purposes Only**

Needs Action by Commissioners\* **Yes**

\*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value or if there is no value permission to discard of unusable/unsaleable items.**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



**WALTON COUNTY MISCELLANEOUS SURPLUS**Items released as County Surplus Property on 10th day of February, 2026

<b>QTY</b>	<b>Dept. or ID #</b>	<b>DESCRIPTION (make/model/year if Applicable)</b>	<b>SERIAL / V.I.N. (if applicable)</b>
1	Finance	Desk	
2	Finance	File Cabinet	
1	Fire	Grey Loveseat with Wood Bottom	
1	Fire	Grey Chair with Wood Bottom	
1	Fire	Burgandy Leather Office Chair	
14	IT	USB Computer Keyboards	
12	IT	USB Computer Mouses	
1	IT	USB Webcam	
7	IT	Computer Speakers	
2	IT	Microphones	
1	IT	UniFi Switch 8 60W	
1	IT	Netgear FS105 V3	3W514B5R03F5C
1	IT	HP LaserJet P2055d	CNB1B02613
1	IT	HP LaserJet P2015d	CNBJD03968
1	IT	HP LaserJet Pro M402n	PHBHL51468
1	IT	ByteSpeed Performance Q670M	162222024902072
2	IT	ByteSpeed Value H410M	162213014602109, 162213014602897
1	IT	Canon ImageFormula R40 Scanner	JY351297
2	IT	Fujitsu SP-1130Ne driver	CL0J007190, CL0J007193
1	IT	Lightscribe dvd drive	2B8030904078
1	IT	APC Battery Backup BE550R	3B0746X92936
1	IT	WBox Battery Backup	FAEGN2000169
1	IT	Dell DHM PC	9P9MG41
1	IT	Acer AL1916 C Monitor	ETL49083707520787E42CF
1	IT	ViewSonic VS12512	R9R094700178

# WALTON COUNTY MISCELLANEOUS SURPLUS

Items released as County Surplus Property on 10th day of February, 2026

[illegible]



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# Proposal for Walton County, GA

Proposal Number: 27541-819

Novo Solutions, Inc.  
516 S. Independence Blvd., Suite 205  
Virginia Beach, VA 23452

January 20, 2026

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January 20, 2026

Walton County, GA  
Tara Gutierrez & Tyler Pannell  
1811 South Broad drive  
Monroe, GA 30655

Dear Tara and Tyler,

Thank you for the time you have invested with me to learn more about Novo Solutions, as a potential alternative to your existing software. I'm very grateful. Based on our conversation and Web-Demonstration, I am convinced that we are an ideal fit to deliver the outcomes you are expecting with a new GIS Integrated Asset Management and Work Tracking software solution.

As you are aware, there is a wide spectrum of solutions in this market space. Following are the key "differentiators" that we consistently hear from our clients, and those who selected Novo over alternative solutions.

1. Pure Flexibility: Forms, fields, reports, list views, dropdown values, workflows and dashboards are all tailorable to Walton County. Further, if desired, select staff member can be self-empowered to make changes or create completely new (e.g. a new inspection form). There is no limit to the type or number of assets that can be tracked.
2. Easy GIS- Ability to add or view assets or work orders on a map. If utilizing ArcGIS, this can be a real-time push via Rest End Point URLs. For non-ArcGIS installations, data can simply be imported/exported.
2. Unique Combination of Ease of Use, Comprehensive Capabilities and Affordability: There is a wide spectrum of solutions. While some are easy to use and affordable, they lack necessary functionality in many cases. Conversely, other solutions are very comprehensive, but neither easy to use, nor affordable for many.
3. First Class Customer Experience: No complicated phone trees, AI Bots, outsourced support or multiple levels of support to deal with. When you need assistance, simply call or email, and either your designated Implementation Specialist will assist, or a member of our team, if they aren't available. We make it easy.
4. Offline Mobile Capabilities: Simply select the area of the county you will be doing work for the day, and it will "download" it to the app for viewing and updating. As a connection is re-established, the database will be synced.

As a next step, I will plan to follow-up with you late next week. In the meantime, please let me know if you have any questions or updates. Thank you again for everything. We are excited to begin work soon.

Respectfully,

Jerry Ketoff  
Novo Solutions  
757.687.6590, Ext. 113  
jketoff@novosolutions.com





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**Annual Fee**

**Total Annual Fee: \$20,450**

Item Description	Qty	Unit	Total
NovoGov ADD ON - Novo Kiosk INTERNAL EMPLOYEE PORTAL - ANNUAL FEE	1.00	\$500	\$500

Provides an Employee Portal (for internal use only) with an online form for submitting requests (i.e. for Fleet, Facilities, etc.)

SKU: novo-sn-ao-novokiosk-internal

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NovoGov OPERATIONS MANAGEMENT - ANNUAL SUBSCRIPTION - POPULATION BASED (20,000 - 24,999) - TIER 07 - UNLIMITED USERS - ANNUAL FEE	1.00	\$19,950	\$19,950
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Apps Included:

ORGANIZATION/VENDOR MANAGEMENT (Suppliers, Contractors, Agencies, ...)

CONTACT/EMPLOYEE MANAGEMENT (Employees, any contacts)

ASSET MANAGEMENT (Facilities, Fleet, Streets/Roads, Signs, Sidewalks, Water, Waste Water, Storm Water, IT, etc.. Includes Mapping/Geo Location of single point assets and map layers for linear assets. Unlimited number and types of Assets.

REQUEST/WORK ORDER MANAGEMENT (Citizen Requests, Work Orders, Code Enforcement Inspections, Insurance Claims, Accident Reports, etc.)

INVENTORY MANAGEMENT (Equipment Hours/Cost, Parts Cost tracking for Stocked Items stored in multiple locations and Non-Stocked Items (purchased as needed))

PREVENTATIVE/SCHEDULED MAINTENANCE (Time Based (i.e. weekly, monthly, every 3 months, annually, etc.) AND Meter Based (i.e. Vehicle Odometer, Water Pump Gallons, etc.))

LABOR HOURS (Provides the ability to track labor hours on Work Orders AND add Labor Hours separately - i.e. for Training, Meetings, etc.)

KNOWLEDGE BASE (Documentation - Policies, Job Procedures, Planning Documents, Ordinances, etc.)

CIP/PROJECT & TASK MANAGEMENT - Construction Projects and Forecasting Multi-year Capital Improvement Projects

MAIL CONNECT (Email In/Out) - ability to email into ShareNet to create a Request/Work Order, ability reply to emails from ShareNet to add notes

INCLUDES: Mobile application and GIS/Mapping

SKU: novo-sn-om-pop-tier07

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**One-Time** **Total One-Time: \$5,850**

Item Description	Qty	Unit	Total
DATA MIGRATION – ONE TIME FEE for PUBWORKS DATA	1.00	\$5,000	\$5,000

Import Work Orders, Assets and Inventory

Assumptions:

Data is provided to Novo Solutions in separate CSV format with words for pull down fields (i.e. Work Order Category = Facilities – HVAC and not a number or code)

-Work Orders – 1 CSV

-Work Order Time/Material (related to Work Orders) – 1 CSV

-Work Order Attachments – 1 CSV (with Work Order # and Attachment file name)

-Inventory – 1 CSV

-Assets – 1 CSV

-AssetToWorkOrder Relationship (if Work Orders can be related to more than one Asset) – with Asset # and Work Order #

-Asset Attachments – 1 CSV (with Work Order # and Attachment file name)

Work Order data has some sort of reference to the Assets and other data they are related to (if they are related to Assets) – i.e. Asset #  
If Work Orders and Assets have attachments (such as pictures, etc.), these attachments will be provided in zip format in a single folder level with unique filenames. There must be a reference in a CSV file for which files are related to which Assets or Work Orders.

Record counts of Work Orders and Assets are 100,000 or less. Higher volumes may require a re-quote.

NOTE: Without seeing the data in advance, it is very difficult to estimate the level of effort for this data migration. If the data is beyond the assumptions stated above, this may need to be re-quoted.

SKU: novo-ps-migration

DISCOUNT - ONE-TIME SETUP (WAIVING OF PUBWORKS DATA CONVERSION FEE)	1.00	-\$5,000	-\$5,000
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SKU: novo-disc-onetime

GIS LAYER INTEGRATION (ESRI SERVER or ArcGIS Online OR CONVERSION/IMPORT OF SHAPE FILES) - (PRICE PER LAYER) - ONE TIME SETUP FEE	7.00	\$300	\$2,100
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Identified Layers: Culverts, Catch Basins, Detention Ponds, Outfalls, Guardrails, Bridges, Road Centerlines

#### Assumptions:

- Each record in each layer has a unique value (i.e. FacilityId, etc.) and that this will remain consistent (i.e. Stormwater Pipe number swp10001 will always be swp10001).
- If integration, a dedicated ESRI Editor or View only user will be provided access GIS records.
- If using ArcGIS Online, the Feature Layer URL for the layer will need to be provided.
- If using ESRI Server versus ArcGIS Online, access will need to be made available for the ShareNet server to access the internal ESRI Web Service(s).

SKU: novo-ps-gis-1

REMOTE (NOT ONSITE) CONFIGURATION, IMPLEMENTATION, TRAINING - ONE TIME SETUP FEE (per hour)	25.00	\$150	\$3,750
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#### STATEMENT OF WORK:

- Adding Users and Configuring Permissions
- Configuration of Request/Work Order Fields, Forms (up to 5 forms with up to 30 fields each), List Views, and Work Flows (up to 10)
- Configuration of Asset Fields, Forms (up to 5 forms with up to 30 fields each), List Views and Work Flows (up to 10)
- Configuration of up to 5 Custom Reports and 3 Dashboards
- Provide remote, webinar style training

SKU: novo-ps-config-remote

**1st Year Total**

Plus taxes if applicable

**\$26,300**



## Insurance Coverage

Type	Coverage
Commercial General Liability	\$2,000,000 Per Occurrence \$4,000,000 Aggregate
Workers Compensation	\$1,000,000 Each Accident \$1,000,000 Policy Limit
Automobile Liability (Non-owned & Hired Autos)	\$2,000,000 Combined Single Limit
Umbrella Liability	\$2,000,000 Per Occurrence \$2,000,000 Aggregate
Errors & Omissions and Cyber & Privacy Security Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

## Novo Solutions Standard Service Level Agreement

### Services To Be Provided

- Web, Email and Phone technical support (for up to 3 key contacts at customer's location)
- Software Updates (updated functionality to the modules purchased), 1+ per year

### Hours Of Operation

- Support Hours: Monday - Friday 8:30am - 5:30pm EST (GMT-5) (USA) excluding national holidays
- In application Help and Tutorial Videos are available 24/7 for all users
- System outages can be reported 24/7 (after hours hotline from the number below).

### Service Access

- Support Web Site: <https://support.novosharenet.com/>
- Phone: (757) 687-6590 (USA), 020 7669 4008 (United Kingdom)
- Email: [support@novosolutions.com](mailto:support@novosolutions.com)

### Call Priorities And Response Times

<u>Priority Level</u>	<u>Descriptions</u>	<u>Response Time</u>
Critical	The system is down or severely impaired.	Within 2 hours (Please follow up critical support requests with a phone call immediately after submitting the issue via the NovoTech Support Site)
Non-Critical	System is working fine, but there are questions about how to do something	Within 24 hours (during normal business hours)

Note: Response Time refers to the length of time it may take to respond to an issue. Every effort is made to resolve issues as soon as possible. However, depending on the complexity of the issue, it may or may not be resolved during this timeframe.



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## Master Subscription Services Agreement

This Master Subscription Services Agreement is between Novo Solutions, Inc., a Virginia, USA Corporation (Novo), and the entity or individual agreeing to these terms (Customer). It is dated as of the date Novo signs below.

1. **Web-based Software as a service.** This agreement provides Customer access to a proprietary web and mobile based software service as specified in this proposal.

Novo will provide this functionality through a URL (to be provided by Novo) within a hosted server environment under the terms below (Service). This agreement contemplates one or more orders for the Services, which orders are governed by the terms of this agreement.

2. **USE OF SERVICES.**

- a. **Novo Responsibilities.** Novo must (i) use commercially reasonable efforts to make the Services available, and (ii) provide customer support for the Services under the terms of Novo Solutions Standard Service Level Agreement (referenced above), and is incorporated into this agreement for all purposes.
- b. **Customer Responsibilities.** Customer (i) is solely responsible for Customer Data and all activity in its account in the Service, (ii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Novo promptly of any such unauthorized access, and (iii) may use the Services only in accordance with the online documentation within the Service and applicable law.
- c. **Restrictions:** Customer may not (i) sell, resell, rent or lease the Services, (ii) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Services, (iv) attempt to gain unauthorized access to the Services or their related systems or networks, or (v) share login user names.

3. **Payment Terms.** Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, VAT and other similar taxes that may be applicable. Subscription fee will not increase by more than 3% annually.

4. **SERVICE LEVEL AGREEMENT/WARRANTY and REMEDY.**

- a. **Services Availability Warranty.** Novo warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Service with a minimum uptime of 99.5% (excluding scheduled outages, force majeure, and outages that result from any Customer technology issues), (ii) the functionality or features of the Services may change but will not materially decrease during a paid term, and (iii) that

the Standard Service Level Agreement may change but will not materially degrade during any paid term.

- b. **Limited Remedy and Disclaimer.** Customer's exclusive remedy and Novo's sole obligation for breach of the warranty in Section A above will be to provide a partial month credit in the amount of 3% of monthly fee for each hour of an outage below the minimum uptime; provided that Customer notifies Novo of such breach within 30 days of the end of that month. NOVO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). Novo's Confidential Information includes without limitation the Services, and Licensed Software and Documentation, and each of their parts and pricing (including without limitation the Service user interface design and layout), and Customer's Confidential Information includes without limitation the Customer Data.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information.
- d. **Disclosure Required by Law.** The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.
- e. **Survival.** Mutual Confidentiality will remain in effect for 5 years after termination of this agreement.

## 6. Proprietary Rights.



- 
- a. **Reservation of Rights by Novo.** The software, workflow processes, user interface, designs, know-how, Licensed Software and Documentation (defined below), and other technologies provided by Novo as part of the Services are the proprietary property of Novo and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Novo. Novo reserves all rights unless expressly granted in this agreement.
  - b. **Customer Restrictions.** Customer may not:
    - i. Reverse engineer the Services and Documentation;
    - ii. Remove or modify any proprietary marking or restrictive legends in the Service or Licensed Software and Documentation; or
    - iii. Access the Service or Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
  - c. **Customer Owned Data.** All data uploaded by Customer remains the sole property of Customer, as between Novo and Customer (Customer Data), subject to the other terms of this agreement. During the term of this agreement, Customer may export data using the built-in export functions in the Service. Bulk exports of all data and uploaded files are available for a \$300 fee.
  - d. **Licensed Software and Documentation.** All software provided by Novo as part of the Service, and the Services documentation, sample data, marketing materials, training material and other material provided through the Services or by Novo (Licensed Software and Documentation) are licensed to Customer as follows: Novo grants Customer a non-exclusive, license during the Term, to such Licensed Software and Documentation, for use solely with the Services.
  - e. **API Access.** If available in purchased edition, Novo grants Customer a non-exclusive terminable license to interact with the Novo application-programming interface (API) only in conjunction with its use of the Service. Customer may not reverse engineer the API, or excessively use or access the API. The API is provided on an AS IS and AS AVAILABLE basis. Novo may change the API from time to time as part of a scheduled update. Novo is not liable for any cost, loss or damage sustained by Customer as a result of any change of the API.

## 7. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- a. **Exclusion of Certain Damages.** NOVO IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICES).
- b. **Limitation of Liability.** EXCEPT FOR NOVO'S INDEMNITY OBLIGATIONS, AND FURTHER, EXCEPT FOR NOVO'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NOVO'S LIABILITY FOR ANY DIRECT DAMAGES ARISING OUT OF

OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY THE CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

#### 8. **TERM, TERMINATION, AND RETURN OF DATA.**

- a. **Term.** This agreement continues for the duration specified on the order and auto-renews for the duration as specified in the original order, unless cancelled by either party upon 60 day notice prior to the renewal date (Term) OR upon non-payment of the subscription renewal by the customer.
- b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
  - i. **Actions upon Termination.**
    1. (w) Upon any termination as provided in 8(b) above by Customer, Novo must refund any prepaid and unused fees covering the remainder of the Term.
    2. (x) Upon any termination as provided in 8(b) above by Novo, Customer must pay any unpaid fees covering the remainder of the Term. The Services will also be terminated.
- c. **Return of Customer Data.**
  - i. **Before termination,** Customer must export any data they wish to keep from the Service. Upon request Novo will supply the Core Data in bulk format for the fees specified in Section 6(c).
  - ii. **After termination,** Novo has no obligation to maintain the Customer Data and may destroy it.

#### 9. **Governing Law AND FORUM.**

- a. **For Customers Located In the United States.** This agreement is governed by and interpreted in accordance with the laws of the State of Georgia, without regard to conflict of law principles. Any dispute arising out of or related to this agreement must be determined by a court of competent jurisdiction.
- b. **For Customers Located Outside of the United States.** This agreement is governed by the laws of the State of New York, without regard to conflict of laws principles. Any dispute arising out of or related to this agreement must be determined by binding arbitration in New York City, NY (in English) under the then current commercial or international rules (as applicable) of the American Arbitration Association.
- c. **No Restriction on Injunctions, and Attorney's Fees.** Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any arbitration or litigation is entitled to recover its attorneys' fees and costs from the other party.

#### 10. **Indemnity - By Novo For Infringement.** If a third-party claims that Customer's use of the

Services (other than related to the Customer Data entered/uploaded by Customer or Customer's End Users/Residents) infringes that party's patent, copyright or other proprietary right, Novo will defend Customer against that claim at Novo's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Novo, provided that Customer:

- a. promptly notifies Novo in writing of the claim; and
- b. allows Novo to control, and cooperates with Novo in, the defense and any related settlement.

If such a claim is made, Novo could continue to enable Customer to use the Services or to modify it. If Novo determines that these alternatives are not reasonably available, Novo may terminate the Services (without any liability to Customer) upon notice to Customer and with the return of any prepaid and unused fees.

#### 11. MISCELLANEOUS OTHER TERMS.

- a. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- b. **Entire Agreement and Changes.** This agreement constitutes the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.
- c. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other.
- e. **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
- f. **No Additional Terms.** Novo rejects additional or conflicting terms of any Customer form-purchasing document.
- g. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- h. **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
- i. **CISG Not Apply.** The Convention on Contracts for the International Sale of Goods does not apply.



## Signatures

Walton County, GA

Novo Solutions, Inc.

_____	_____	J. Richard Hunter	CEO
Name (Printed)	Title	Name (Printed)	Title

_____	____/____/____	_____	January 20, 2026
Signature	Date	Signature	Date

_____	516 S. Independence Blvd. Suite 205
_____	Virginia Beach, VA 23452
Address	Address

## MEMORANDUM OF UNDERSTANDING FOR PARTIAL FUNDING OF THE NORTHERN LOOP OF MONROE BYPASS

This Memorandum of Understanding for Partial Funding of the Northern Loop of Monroe Bypass ("MOU") is entered into by and between Walton County, Georgia (hereinafter the "County") and the City of Monroe, Georgia (hereinafter the "City") and, along with the County, the "Parties") this 29 day of JANUARY, 2026.

WHEREAS, Walton County is a political subdivision of the State of Georgia;

WHEREAS, the City is a municipality chartered under the laws of the State of Georgia;

WHEREAS, the Georgia Department of Transportation ("GDOT") recently completed construction of a traffic bypass of the City which runs from Georgia State Route 11 south of the City, to a point on U.S. Route 78 east of the City;

WHEREAS, the Parties desire for GDOT to construct a northern loop extending said bypass from U.S. Route 78 to a point on Georgia State Route 11 north of the City (hereinafter "Northern Loop");

WHEREAS, the City and the County each are willing to contribute Five Million Dollars (\$5,000,000.00) to the cost of the Northern Loop project in the event that the GDOT undertakes said project; and

WHEREAS, the Parties desire to enter into this MOU setting forth their respective commitments to each contribute Five Million Dollars (\$5,000,000.00) to the cost of the Northern Loop project in the event that GDOT undertakes said project.

NOW WHEREFORE, the Parties agree as follows:

1. **Obligations of the Parties.** Should GDOT undertake the Northern Loop project, then:
  - (a) Monroe shall contribute Five Million Dollars (\$5,000,000.00) to the cost of the Northern Loop; and
  - (b) Walton County shall contribute Five Million Dollars (\$5,000,000.00) to the cost of the Northern Loop.
2. **Mutual Cooperation.** The Parties shall each provide such cooperation to each other and to the GDOT as is appropriate to support the construction of the Northern Loop and related activities.
3. **No Obligation Absent Project.** In the event that GDOT determines not to undertake the Northern Loop project, then neither Party shall have any obligation hereunder.

4. **Notices.** Notices hereunder may be given by personal delivery or overnight delivery and shall be effective upon receipt or refusal by the recipient. Addresses for notices hereunder shall be as follows:

**Notices to the City:**

City of Monroe, Georgia  
Attention: Mayor John Howard  
215 N. Broad Street  
Monroe, Georgia 30655

**Notices to the County:**

Board of Commissioners of Walton County, Georgia  
Attention: David Thompson, Chairman  
Historic Courthouse  
111 South Broad Street  
Monroe, Georgia 30655


5. **Captions.** Captions and headings herein are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this MOU or any of its provisions and in no way are to be construed to affect the meaning or construction of this MOU or any of its provisions.
6. **Counterparts.** This MOU may be signed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one in the same instrument.


(Signatures appear on following page)



IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the date(s) set forth below.

**WALTON COUNTY**

  
 By: David Thompson, Chairman  
 Board of Commissioners of Walton County  
 Date: 1-29-20

Attest:   
 Rhonda Hawk  
 Walton County Clerk

(seal)



**CITY OF MONROE**

By: John Howard, Mayor  
 City of Monroe, Georgia  
 Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
 Laura Powell  
 Monroe City Clerk

(seal)

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement"), is made and entered into this 12<sup>th</sup> day of May, 2025 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser") and **JERRY L. DAVIS** ("Seller").

### BACKGROUND:

Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the following described improved tract or parcel of land. In connection therewith, the parties desire to enter into this Agreement upon the terms and conditions hereinafter set forth.

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

**Section 1. The Property.** The property which is the subject of this Agreement is comprised of the following:

1.1 All that certain lot, tract or parcel of improved real property in Walton County, Georgia, containing approximately 1.02 acres and being Tax Parcel C0520068, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein together with all trees, shrubbery, and plants located thereon, together with all easements, rights of way, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of such land, including, without limitation, all right and title (if any) to all land underlying roadways adjacent to such land, and all mineral and other subsurface rights and all access, drainage, utility, signage, landscape and other easements inuring to the benefit of said land (collectively, the "Land");

1.2 All buildings, structures, and other improvements of any and every nature located on the Land (if any), and all fixtures attached or affixed thereto or other improvements, all refrigerating, heating, ventilating and air conditioning apparatus and equipment, pipes, wires and plumbing located on the Land (collectively, the "Improvements");

The Land and the Improvements are hereinafter collectively referred to as the "Property".

**Section 2. Purchase Price.** The purchase price for the Property shall be One Hundred Seventy-Six Thousand Three Hundred Ninety and No/100ths Dollars (\$176,390.00) (the "Purchase Price"). On the Closing Date (hereinafter defined), Purchaser shall pay the Purchase Price to the Seller in cash or other immediately available funds.

### **Section 3. Earnest Money.**

3.1 **Earnest Money.** Within five (5) business days of the Effective Date, Purchaser shall deposit in escrow with Atkinson Ferguson, LLC, 118 Court Street, Monroe, Georgia 30655 (the "Escrow Agent") the sum of One Thousand and No/100 Dollars (\$1,000.00), said sum, together with any interest earned thereon, shall herein be referred to as the "Earnest Money". Escrow Agent shall deposit the Earnest Money in a IOLTA/trust account and shall disburse or apply the Earnest Money as provided in this Agreement.

3.2 Independent Consideration. Contemporaneous with Purchaser's execution and delivery of this Agreement, Purchaser has delivered to Seller and Seller hereby acknowledges the receipt of \$10.00 (the "Independent Consideration"), which amount the parties bargained for and agreed as consideration for Purchaser's right to inspect and purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement.

**Section 4.** Survey. Purchaser may cause to be prepared and completed, at Purchaser's expense, a survey of the Property (the "Survey") by a surveyor registered under the laws of the State of Georgia, which Survey shall be prepared in accordance with the minimum requirements of the State of Georgia. Purchaser shall deliver a copy of such Survey and a legally sufficient description of the metes and bounds of the Property based upon such survey to Seller for Seller's information. Such Survey shall then become a part of this Agreement without necessity of any further action by either of the parties hereto and shall replace and supersede the description of the Land attached hereto as Exhibit "A". The legal description of the Property appearing in the Limited Warranty Deed used to consummate this sale shall be drawn in conformity with the Survey obtained by Purchaser pursuant to this Section.

**Section 5.** Title.

5.1 Title Objections. Promptly following the Effective Date, Purchaser may obtain, from a title insurance company selected by Purchaser, a current title commitment for an owner's title insurance policy with such endorsements as Purchaser may deem necessary (the "Title Commitment"). On or before expiration of the Inspection Period (such period herein referred to as the "Objection Period"), Purchaser or Purchaser's attorney shall deliver to Seller and/or Seller's attorney, written notice of Purchaser's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Title Commitment other than liens for ad valorem taxes not yet due and payable (collectively the "Permitted Exceptions"). If Purchaser does not deliver any such objection notice within the Objection Period, Purchaser shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or Survey (and the same shall not constitute Title Objections and shall be deemed Permitted Exceptions).

5.2 Seller's Response Notice. Seller shall have five (5) days from receipt of Purchaser's Title Objections to provide Purchaser with written notice ("Seller's Response Notice") setting forth what Title Objections, if any, Seller shall cure. In the event Seller's Response Notice notifies Purchaser that Seller is unable or unwilling to cure some or any of such Title Objections, then Purchaser shall have the following options: if such defects or objections shall arise for any reason, (1) Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller, whereupon Escrow Agent shall immediately return to Purchaser the Earnest Money and this Agreement shall terminate, and except as expressly provided to the contrary in this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement, or (2) Purchaser shall have the right to accept title to the Property subject to such Title Objection with no reduction in the Purchase Price. In the event Purchaser fails to notify Seller of Purchaser's elected option from the foregoing within five (5) days following receipt of Seller's Response Notice, then Purchaser shall be deemed to have elected to close the transaction contemplated hereunder, subject to such Title Objections without any reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall be obligated to remove or bond over to the satisfaction of the Title Company all security deeds, security interests or mortgages, mechanics' liens and all judgment liens affecting the Property, which were caused, directly or indirectly, or created by Seller.

**Section 6.** Inspection Period.



6.1 Inspection. Purchaser's obligations under this Agreement are expressly subject to and conditioned upon Purchaser's determination, in its sole discretion, on or before 5:00p.m. eastern on that date which is ninety (90) days following the Effective Date, that the Property, and its proposed acquisition, ownership, operation and use are satisfactory to Purchaser in its sole and absolute discretion (such period herein the "Inspection Period"). Such due diligence by Purchaser may include, without limitation, an appraisal, geotechnical and environmental inspections, surveys, title examinations and inspections of any Improvements.

6.2 Termination. In the event Purchaser determines in its sole and absolute discretion, prior to the Inspection Date, not to proceed with the purchase of the Property (for any reason or for no reason) then Purchaser shall have the right to terminate this Agreement by delivering to Seller written notice of termination and, subject to any provisions of this Agreement which expressly survive the termination of this Agreement, (i) all further rights and obligations of the parties under this Agreement shall terminate, and (ii) Escrow Agent shall immediately return the Earnest Money to Purchaser. If, prior to the Inspection Date, Purchaser fails to provide written notice to the Seller of Purchaser's termination of this Agreement, then upon expiration of the Inspection Period, the Earnest Money shall remain applicable to the Purchase Price and (a) the Earnest Money shall be nonrefundable but for Seller's default hereunder or as otherwise expressly set forth herein.

6.3 Submission of Reports. In order to aid Purchaser in its evaluation of the Property, within three (3) days following the Effective Date, Seller shall deliver to Purchaser, correct and complete copies of all documents in Seller's possession relating to the Property, including, without limitation, the following: all title policies, commitments and examinations, soils reports and hazardous materials reports, surveys of the Property, all utility bills for the 12 months preceding the Effective Date, and architectural and engineering reports and plans.

Section 7. Access. From and after the Effective Date and throughout the term of this Agreement, Purchaser shall have the right and privilege of going upon the Property during normal business hours with Purchaser's agents, representatives, or designees to inspect, examine, survey, and make test borings, soil bearing tests, pest inspections, roof inspections, and perform a Phase I Environmental Assessment and any other soil, engineering, or any other type of tests or surveys which Purchaser may deem necessary.

Section 8. Closing. The purchase and sale of the Property (the "Closing") shall be at the offices of Escrow Agent via escrowed funds and fully executed documents on or before that date which is thirty (30) days following the expiration of the Inspection Period (the "Closing Date").

8.1 Closing Procedure. The Closing shall occur through an escrow with the Escrow Agent on terms acceptable to the parties and customary for similar closings in the State of Georgia, it being understood that neither Purchaser nor Seller nor their respective counsel need be physically present at the Closing so long as (i) all documents described in Section 8 or elsewhere herein that are required to be delivered at Closing are fully executed, delivered in escrow and available on the date of Closing, (ii) any authorized signatory of the affected party is available either in person or by telephone and email at Closing, and (iii) all necessary Closing funds have been wire transferred to the Escrow Agent on or prior to Closing. On the Closing Date, the Closing shall occur as follows, subject to satisfaction of all terms and conditions of this Agreement:

- (a) *Purchaser's Closing Deliveries.* On or before the Closing Date, Purchaser shall execute, deliver and provide to Escrow Agent the following:

- (i) *Purchase Price.* The Purchase Price in immediately available funds, less a credit for any portion of the Earnest Money designated as applicable to the Purchase Price.
  - (ii) *Additional Documents.* Any additional documents as may be reasonably required by Escrow Agent to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement.
- (b) *Seller's Closing Deliveries.* On or before the Closing Date, Seller shall execute, deliver and provide to Escrow Agent the following:
- (i) *Limited Warranty Deed.* A limited warranty deed in recordable form executed and acknowledged by Seller conveying fee simple title to the Property, subject only to the Permitted Exceptions.
  - (ii) *Reserved.*
  - (iii) *Additional Documents.* Any additional documents as may be reasonably required by Purchaser's counsel to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement, quitclaim deed (if Seller's record title legal description varies from the Survey), owner's affidavit (as to matters of title in form acceptable to Purchaser and Escrow Agent), foreign investment in real property affidavit (FIRPTA), affidavit of residency, lien satisfactions/releases and such other instruments as Purchaser or Escrow Agent may reasonably require in order to properly vest good title in Purchaser as to the Property.
  - (iv) *Possession.* Seller shall deliver possession of the Property to Purchaser, subject only to those claiming by, through or under the Permitted Exceptions, together with all keys and combinations to the Property and Improvements thereon.

8.2 Closing Costs. Seller shall pay all costs of: (i) Seller's attorney's fees, if any, and (ii) all corrective and release instruments. Purchaser shall pay all costs of: (a) title examination and related charges, (b) Survey, (c) all costs for Purchaser's inspections, (d) Purchaser's attorney's fees, (e) recording costs, (f) Georgia transfer tax (if applicable), and (g) all other closing costs incurred by Purchaser.

8.3 Taxes. All ad valorem property taxes (real and personal) or any other assessments affecting the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller, as of the Closing Date, with Purchaser receiving a credit for Seller's share of such taxes and assessments. In the event that the bill for ad valorem taxes is not available at the time of the Closing, the proration shall be based upon the tax bill for the immediately preceding year. Seller shall be obligated to pay, at Closing, any past due or delinquent taxes applicable to the Property (real and personal) for any periods prior to the year of Closing.

**Section 9. Notice.** Unless otherwise provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth next to each party's signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally

recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by e-mail, with written confirmation by a nationally recognized overnight courier sent no later than the two (2) business days following the email, in which case notice shall be deemed delivered upon the date of the email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by e-mail or personal delivery and delivered after 5:00 p.m. central time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or e-mail address shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Any notice to any party may be given by such party's counsel.

**Section 10. Representations and Warranties of Seller.** Seller covenants, represents and warrants to Purchaser as follows:

10.1 As of the Effective Date and at Closing, Seller shall have good, marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions, and Seller agrees to convey the Property as provided herein.

10.2 Seller has the right, power and authority to enter into this Agreement and to consummate the sale in accordance with the terms and conditions hereof, Seller is of majority age and competent to execute, deliver and perform this Agreement, and shall give such evidence thereof as may be reasonably required by Escrow Agent.

10.3 The Property is not subject to any leases or claims of parties in possession. At the time of Closing, the Property will be free of any leases, tenants, occupants, liens, security interests, encumbrances or other restrictions except for the Permitted Exceptions.

10.4 Seller shall not subsequently sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any part thereof or any interest or estate therein), or consent to any of the foregoing, or enter into, apply for or consent to any zoning, land use, or development restriction relating to the Property or any part thereof except as approved in writing by Purchaser, such approval to be granted or withheld in Purchaser's sole and absolute discretion.

10.5 To the best of Seller's knowledge, no areas on the Property exist where hazardous substances or waste have been generated, disposed of, released or found, and Seller has no knowledge of the existence of any areas for the storage or disposal of any hazardous substance or waste on the Property. Seller has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no knowledge of any such violations. To the best of Seller's knowledge, there are no storage tanks located on the Property, either above or below ground, and the Property previously has not been used as a landfill or as a dump for garbage or refuse.

10.6 No person, firm or entity, except as set forth herein, has any rights in or to acquire the Property or any part thereof, and, with the exception of this Agreement, there is no agreement of any kind or nature affecting the Property. Seller shall not remove, nor permit the removal, of any timber from the Property.

10.7 Seller covenants and agrees that Seller will not cause any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date.



**Section 11. Operations, Casualty and Condemnation.**

11.1 **Ongoing Operations.** From the Effective Date through and including the Closing Date, Seller agrees to operate and maintain the Property in the normal course of business, and shall maintain the Improvements in good condition and repair, subject to ordinary wear and tear.

11.2 **Utilities.** Utilities, including water, sewer, electric, and gas, based upon the last reading of meters prior to the Closing shall be prorated. Seller shall pay at Closing the bills therefore for the Closing Date and the period to the day preceding the Closing, and Purchaser shall pay the bills therefore for the period subsequent thereto.

11.3 **New Contracts.** So long as this Agreement remains in force, Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing Date without the Purchaser's prior written consent (which may be withheld in Purchaser's sole and absolute discretion).

11.4 **Insurance.** So long as this Agreement remains in force, Seller shall maintain in full force and effect the liability and casualty insurance policies currently in effect with respect to the Property, or policies providing similar coverage, subject to customary exceptions at the time of renewal or issuance, and shall deliver to Purchaser, upon request, reasonable evidence of same, including certificate of said insurance.

11.5 **Casualty.** Risk of material loss to the Property due to fire, flood or any other cause before the Closing, shall remain with Seller. If before the Closing the Property or any portion thereof shall be materially damaged, then Purchaser may terminate this Agreement by written notice to Seller given within ten (10) days after Seller delivers written notice to Purchaser of the damage, and all further rights and obligations of the parties under this Agreement shall terminate. If the Closing Date is within the aforesaid ten (10) day period, then Closing shall be extended to the next business day following the end of said ten (10) day period. If no such election is made, and in any event if the damage is not material, this Agreement shall remain in full force and effect and the purchase contemplated herein shall be effected with no further adjustment, and upon the Closing, Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may thereafter be made for such damage or destruction giving Purchaser a credit at Closing for any deductible under such policies. For the purposes of this Section, the phrases "material damage" and "materially damaged" mean damage reasonably exceeding \$50,000.00.

11.6 **Notice of Casualty.** Seller shall notify Purchaser in writing immediately upon Seller's receiving written notice or obtaining actual knowledge of the occurrence or existence of any damage or destruction affecting the Property and provide to Purchaser any information as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided in Section 11.5 above.

**Section 12. Assignment.** Purchaser may not assign this Agreement without Seller's prior approval, not to be unreasonably withheld.

**Section 13. Brokerage.**

13.1 **No Brokers.** Purchaser and Seller represent to each other that neither party has engaged or used a real estate broker in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This provision shall survive the Closing or any termination of this Agreement.

## **Section 14.     Default.**

14.1            Purchaser's Default. If the transaction contemplated herein is not consummated because of a default of Purchaser under the terms of this Agreement, Seller shall be entitled to the Earnest Money as liquidated damages and in full settlement of any claims or damages. It is hereby agreed that, without resale, Seller's damages may be difficult to ascertain and that the applicable portion of the Earnest Money constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

14.2            Seller's Default. If the transaction contemplated herein is not consummated because of a default on the part of Seller, the Earnest Money shall be refunded to Purchaser by Escrow Agent upon demand, without prejudice to any other rights or remedies of Purchaser at law or in equity, including without limitation, the right to seek specific performance of this Agreement. The provisions of this Section 14.2 shall survive the termination hereof.

## **Section 15.     General Provisions.**

15.1            Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. eastern of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. eastern of the next full business day. All periods of time shall be based on calendar days.

15.2            Governing Law. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

15.3            Entire Agreement; Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement.

15.4            Captions. All captions, headings, Section, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

15.5            Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15.6            Survival of Provisions. Unless otherwise expressly set forth herein, all covenants, warranties and agreements set forth in this Agreement shall survive.

15.7            Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

**Section 16. Escrow Agent.** The parties hereto agree that Escrow Agent shall hold the Earnest Money in escrow in accordance with the terms hereof; provided, however, that Escrow Agent shall not be liable in any way to Seller or Purchaser for any action taken in good faith pursuant to the terms hereof, and further provided that Seller and Purchaser shall hold Escrow Agent harmless from and against all costs, penalties, expenses, liabilities and charges, including reasonable attorney's fees incurred by Escrow Agent or imposed upon him in connection with any proceeding in which he may become a party, or in which he may become involved by reason of his holding the Earnest Money except in such cases in which Escrow Agent is found by a court or law to have been guilty of bad faith in executing the terms hereof, and provided further that in the event of controversy concerning the delivery of the Earnest Money pursuant to this Agreement, Escrow Agent shall be entitled to turn over the Earnest Money to the Superior Court of Walton County, Georgia and Escrow Agent shall thereafter be discharged from all responsibilities as Escrow Agent under this Agreement. Notwithstanding its duties as escrow agent, Escrow Agent named herein shall have the right to represent the Purchaser in connection with this Agreement, including, without limitation, the right to represent the Purchaser in any litigation arising in connection herewith.

**Section 17. Reserved.**

**Section 18. Offer; BOC Approval.** This Agreement shall constitute an offer by Purchaser to Seller open for acceptance by Seller until 5:00 P.M. EST on the 30th day of May, 2025, by which time two (2) unaltered PDF counterparts of this Agreement duly executed by Seller, must have been actually received by Purchaser. If such written acceptance is not so received, this Agreement, unless the period for acceptance is extended in writing by Purchaser, shall be deemed withdrawn and of no further force and effect. Further, Purchaser's obligations under this Agreement are expressly subject to and conditioned upon formal approval of this Agreement by the Board of Commissioners of Walton County, Georgia at a duly called meeting.

**Section 19. Additional Matters.**

Reserved.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement.

Address of Purchaser for notices:

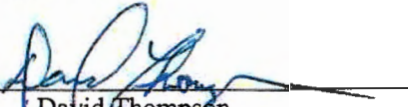
Walton County, Georgia  
Attn: County Manager  
111 S. Broad Street  
Monroe, Georgia 30655  
Email: [john.ward@co.walton.ga.us](mailto:john.ward@co.walton.ga.us)

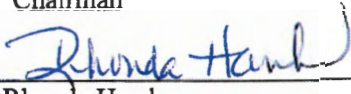
*With a copy to:*

Charles M. Ferguson, Jr., Esq.  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655  
Email: [cferguson@atkinsonferguson.com](mailto:cferguson@atkinsonferguson.com)

PURCHASER:

WATLON COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Board of Commissioners of Walton County, Georgia

By:   
David Thompson  
Chairman

Attest:   
Rhonda Hawk  
County Clerk



Date: May 6, 2025

Address of Seller for notices:

Jerry L. Davis  
3910 Anglin Road  
Loganville, Georgia 30052  
Email:

SELLER:

 (Seal)  
JERRY L. DAVIS

Date 5/12/2025 2025

**Exhibit "A"**

**Legal Description of Property**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF WALTON, AND IN MILITIA DISTRICT NO. 416, LOCATED ON THE SOUTHEAST SIDE OF COUNTY DIRT ROAD, CONTAINING 1.02 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO PLAT AND SURVEY BY W.T. DUNAHOO, SURVEYOR NO. 1577, DATED NOVEMBER 12, 1970 AND RECORDED IN PLAT BOOK 16, PAGE 18, CLERK'S OFFICE, WALTON SUPERIOR COURT, REFERENCE TO WHICH RECORD IS HEREBY MADE FOR MORE COMPLETE DESCRIPTION

BOUNDED ON THE NORTHWEST BY COUNTY ROAD AND ON ALL OTHER SIDE BY PROPERTY OF GREEN

BEING THE SAME PROPERTY CONVEYED BY STELLA H. GREEN, HOWARD T. GREEN, JR. AND HARRY P. GREEN TO LUCILLE M. COOK ON THE 15TH DAY OF MAY, 1971; AND, RECORDED IN THE DEED RECORDS OF THE CLERK OF SUPERIOR COURT OF WALTON COUNTY ON MAY 17, 1971 IN DEED BOOK 90, FOLIO 610.

**FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made and entered into as of the 12<sup>th</sup> day of December, 2025, by and between **JERRY L. DAVIS** ("Seller") and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser").

**WITNESSETH THAT:**

WHEREAS, Purchaser and Seller entered into that certain Purchase and Sale Agreement, having an Effective Date of May 12, 2025 (the "Agreement"), with respect to that certain improved real property in Walton County, Georgia, containing approximately 1.02 acres and being Tax Parcel C0520068, and being more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings respectively ascribed to them in the Agreement.

2. The Agreement is hereby amended in all respects as necessary to give full effect to the following:

(a) The first paragraph of Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

**"Section 8. Closing.** The purchase and sale of the Property (the "Closing") shall be at the offices of Escrow Agent via escrowed funds and fully executed documents on or before January 31, 2026 (the "Closing Date")."

3. Except as amended hereinabove, the Agreement is ratified and confirmed for all purposes and in all respects.


4. This Amendment may be executed in multiple, telecopied, or PDF counterparts, all of which shall constitute one and the same instrument.

[Signature pages follow]



IN WITNESS WHEREOF, Purchaser and Seller have executed this Amendment under seal as of the day and year first above written.

**SELLER:**

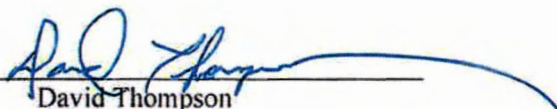
  
\_\_\_\_\_(Seal)  
JERRY L. DAVIS


**[Purchaser Signature Page Follows]**

[Purchaser Signature Page to First Amendment to Purchase and Sale Agreement]

**PURCHASER:**

WALTON COUNTY, GEORGIA, a political subdivision  
of the State of Georgia, acting by and through the Board of  
Commissioners of Walton County, Georgia

By:   
David Thompson  
Chairman

Attest:   
Rhonda Hawk  
County Clerk

[COUNTY SEAL]



[End of Signatures]

**SECOND AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of January, 2026, by and between **JERRY L. DAVIS** ("Seller") and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser").

**WITNESSETH THAT:**

WHEREAS, Purchaser and Seller entered into that certain Purchase and Sale Agreement, having an Effective Date of May 12, 2025 (as amended, the "Agreement"), with respect to that certain improved real property in Walton County, Georgia, containing approximately 1.02 acres and being Tax Parcel C0520068, and being more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings respectively ascribed to them in the Agreement.

2. The Agreement is hereby amended in all respects as necessary to give full effect to the following:

(a) The first paragraph of Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

**"Section 8. Closing.** The purchase and sale of the Property (the "Closing") shall be at the offices of Escrow Agent via escrowed funds and fully executed documents on or before February 6, 2026 (the "Closing Date")."

3. Except as amended hereinabove, the Agreement is ratified and confirmed for all purposes and in all respects.

4. This Amendment may be executed in multiple, telecopied, or PDF counterparts, all of which shall constitute one and the same instrument.

**[Signature pages follow]**



IN WITNESS WHEREOF, Purchaser and Seller have executed this Amendment under seal as of the day and year first above written.

**SELLER:**

 (Seal)  
JERRY L. DAVIS

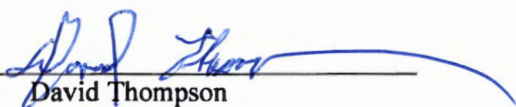
**[Purchaser Signature Page Follows]**

[Purchaser Signature Page to First Amendment to Purchase and Sale Agreement]

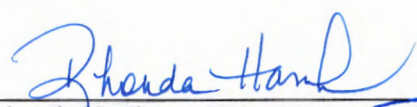
**PURCHASER:**

WALTON COUNTY, GEORGIA, a political subdivision  
of the State of Georgia, acting by and through the Board of  
Commissioners of Walton County, Georgia

By: \_\_\_\_\_

  
David Thompson  
Chairman

Attest: \_\_\_\_\_

  
Rhonda Hawk  
County Clerk

[COUNTY SEAL]



[End of Signatures]

**THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made and entered into as of the 5 day of February, 2026, by and between **JERRY L. DAVIS** ("Seller") and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser").

**WITNESSETH THAT:**

WHEREAS, Purchaser and Seller entered into that certain Purchase and Sale Agreement, having an Effective Date of May 12, 2025 (as amended, the "Agreement"), with respect to that certain improved real property in Walton County, Georgia, containing approximately 1.02 acres and being Tax Parcel C0520068, and being more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings respectively ascribed to them in the Agreement.

2. The Agreement is hereby amended in all respects as necessary to give full effect to the following:

(a) The first paragraph of Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

**"Section 8. Closing.** The purchase and sale of the Property (the "Closing") shall be at the offices of Escrow Agent via escrowed funds and fully executed documents on or before February 13, 2026 (the "Closing Date")."

3. Except as amended hereinabove, the Agreement is ratified and confirmed for all purposes and in all respects.

4. This Amendment may be executed in multiple, telecopied, or PDF counterparts, all of which shall constitute one and the same instrument.

**[Signature pages follow]**



IN WITNESS WHEREOF, Purchaser and Seller have executed this Amendment under seal as of the day and year first above written.

**SELLER:**

  
\_\_\_\_\_(Seal)  
**JERRY L. DAVIS**

**[Purchaser Signature Page Follows]**

[Purchaser Signature Page to Third Amendment to Purchase and Sale Agreement]

**PURCHASER:**

WALTON COUNTY, GEORGIA, a political subdivision  
of the State of Georgia, acting by and through the Board of  
Commissioners of Walton County, Georgia

By:   
David Thompson  
Chairman

Attest:   
Rhonda Hawk  
County Clerk

[COUNTY SEAL]



[End of Signatures]

**SCHEDULE 5529011 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT****AMENDMENT**

That certain Master Equipment Lease-Purchase Agreement, by and between Ford Motor Credit Company ("Lessor") and Walton County Board of Commissioners ("Lessee"), dated as of 2/16/2026 (the "Lease") is hereby amended as follows:

Bank Qualified Tax-Exempt Obligation

☒ (Check box for Bank Qualified designation)

Lessee hereby designates this Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

Electronic Signatures

Lessor and Lessee hereby agree that this Property Schedule and any other document or instrument entered into in connection herewith may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Property Schedule and such other documents or instruments to embody the entire agreement and the understanding between Lessor and Lessee. Lessee agrees not to raise as a defense to the enforcement of this Property Schedule or any other document or instrument that it was executed or authenticated by electronic or digital means or that Lessee used facsimile or other electronic means to transmit Lessee's signature thereon. To the extent that Lessor accepts, in its sole discretion, this Property Schedule bearing Lessee's electronic signature, Lessor shall have the sole right and discretion to mark a tangible counterpart hereof bearing Lessor's manual or electronic signature as the "Original" and, to the extent the Property Schedule constitutes chattel paper (as defined by the UCC), perfection of a security interest in this Property Schedule by possession can only be accomplished by possession of the counterpart marked "Original". To the extent that this Property Schedule has been authenticated by Lessor and Lessee in accordance with applicable law and exists as an electronic record that is controlled by Lessor (or any assignee of Lessor), such electronic record shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of this Property Schedule; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, then the "Paper Out" printed version of this Property Schedule as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole authoritative version.

Notwithstanding anything to the contrary herein, Lessor reserves the right to require Lessee to sign any document or instrument manually and to deliver to Lessor an original of this Property Schedule or other document or instrument. Lessee agrees to provide Lessor with such certificates of incumbency, certificates of completion, and metadata or other information from the electronic signature platform used by Lessee as Lessor shall request in order to confirm the due execution of this Property Schedule or other document or instrument, and shall cooperate with Lessor in obtaining any information or evidence from the provider of such electronic signature platform as Lessor may reasonably request.



Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of 2/16/2026.

Lessee: **Walton County Board of Commissioners**

Lessor: **Ford Motor Credit Company LLC**

By: 

DocuSigned by:  
*John Ward*  
91A26A45669244A...

**John A. Ward**

  
Title: **County Manager**

By: \_\_\_\_\_  
  
Title: **Representative, Ford Motor Credit Company**

In Process



Ford Motor Credit Company LLC  
1 American Road, MD 7500  
Dearborn, MI 48126

### DELIVERY AND ACCEPTANCE CERTIFICATE

Master Lease Date	Master Lease No.	Date of Schedule 5529011	Delivery Number
2/16/2026	5529011	2/16/2026	1

In accordance with Section 3 of the Master Equipment Lease-Purchase Agreement (the "Master Agreement") executed by Lessee and Lessor, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Master Agreement) described below has been delivered, installed and accepted on the date hereof.

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL & VIN)	CASH PRICE	SUPPLIER NAME
1	2025 Ford Explorer w/equipment, 1FMUK7DH5SGC80556	\$43,705.50	Loganville Ford
1	2025 Ford Explorer w/equipment, 1FMUK7DH3SGC81561	\$43,705.50	Loganville Ford
1	2025 Ford Explorer w/equipment, 1FMUK7DH0SGC84434	\$43,705.50	Loganville Ford
1	2025 Ford Explorer w/equipment, 1FMUK7DH6SGC80419	\$43,705.50	Loganville Ford

(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

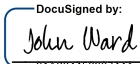
(3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default under any Lease (as those terms are defined in the Master Agreement) exists at the date hereof.

(5) We acknowledge that Lessor is neither the vendor (supplier) nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment. Nothing in this acknowledgement affects any rights Lessee may have against a manufacturer or supplier of the Equipment.

(6) The serial number for each item of Equipment that is set forth on the Equipment Description contained in the Schedule is correct.

**LESSEE: Walton County Board of Commissioners**

BY:   
DocuSigned by:  
91A26445B98744A...  
 walton County Manager  
 (Title)

DATE ACCEPTED: 02/03/2026

**ADDENDUM TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease No. 5529011

Item 7.7.

**Georgia - (Except School District)**

THIS ADDENDUM, which is entered into as of 2/16/2026 between Ford Motor Credit Company LLC ("Lessor") and Walton County Board of Commissioners ("Lessee") is incorporated in and hereby made a part of the Schedule identified above between Lessor and Lessee of even date herewith. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. It is the intention of Lessor and Lessee that the Schedule be subject in its entirety to the limitations in Ga. Code § 36-60-13, and, therefore, the Schedule is further amended as follows:

- (a) Notwithstanding any provision in the Master Agreement, the Lessor and Lessee agree the Schedule them shall terminate absolutely and without further obligation on the part of the Lessee at the close of the calendar year in which the Schedule is executed and at the close of each succeeding calendar year for which it may be renewed.
- (b) The Schedule shall be renewed automatically for each succeeding calendar year through and until the end of the Lease Term provided therein unless positive action is taken by the Lessee to terminate such Schedule. Positive action shall consist of written notice to Lessor from the Lessee at least thirty (30) days prior to January 1 of the next succeeding calendar year.
- (c) The total obligation of the Lessee under the Schedule for each calendar year is set forth on the attached Schedule.
- (d) Lessor acknowledges that Sections 16 & 21 of the Master Agreement apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688.

As modified hereby, the Schedule, and the terms and provisions of the Master Agreement, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties thereunder are not modified or affected in any way.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessee: **Walton County Board of Commissioners**Lessor: **Ford Motor Credit Company LLC**

By:   
\_\_\_\_\_  
John A. Ward  
Title: **County Manager**

By: \_\_\_\_\_  
Title: **Representative, Ford Motor Credit Company**

**In Process**



**INSURANCE FACT SHEET**

Lessee Name: Walton County Board of Commissioners

Lessee Schedule No.: 5529011

Address: Sheriff Office , 111 S. Broad St., Monroe, GA 30655

Telephone No.: 770-267-1434

**Equipment:**

2025 Ford Explorer w/equipment, 1FMUK7DH5SGC80556

2025 Ford Explorer w/equipment, 1FMUK7DH3SGC81561

2025 Ford Explorer w/equipment, 1FMUK7DH0SGC84434

2025 Ford Explorer w/equipment, 1FMUK7DH6SGC80419

**The Master Lease Agreement requires the Lessee to maintain, at all times, the following insurance coverage for the financed equipment as described in the Equipment Lease Purchase Agreement and above.**

- Automobile Liability that includes Bodily Injury and Property Damage with a minimum of \$1,000,000.00 per occurrence (this can be a combination of auto, umbrella or excess liability).
- Insurance against all risks of physical loss or damage to the equipment (including theft).
- Ford Motor Credit Company LLC, their successors and assigns named as Loss Payee and Additional Insured.

**1. If you are not self-insured, please complete the following insurance information:**Insurance Company: ACCG-IRMAAddress: 191 Peachtree St NE City: Atlanta State: GA Zip Code: 30303Telephone: 404-522-5022Agent Name: Glenda WilliamsPolicy No.: 6400Expiration Date: July 1, 2026Automobile Liability including Bodily Injury and Property Damage: \$ 2,000,000Auto Physical Damage (select one): ☒ Actual Cash Value☐ Stated Cash Value of \$ \_\_\_\_\_**2. If you are self-insured, please select one of the follow options:**☐ Self Retained Risk☐ Joint/State Fund – **PLEASE COMPLETE THE FOLLOWING**

Name of fund/pool: \_\_\_\_\_

Automobile Liability including Bodily Injury and Property Damage: \$ \_\_\_\_\_

Auto Physical Damage (select one): ☐ Actual Cash Value☐ Stated Cash Value of \$ \_\_\_\_\_

Expiration Date: \_\_\_\_\_ (if Applicable)

- Please also include your standard Self-Insured letter with the return of your document package to Ford Motor Credit Company (if a letter is available.)

Sign and date to acknowledge the provided insurance information to Ford is complete and accurate:

Signature: \_\_\_\_\_

DocuSigned by:

John Ward

2/3/2026

**John A. Ward, County Manager**



**FORD MOTOR CREDIT COMPANY LLC  
MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease No. 5529011

**Lessee: Walton County Board of Commissioners**  
111 S. Broad St.  
Monroe, GA 30655

**Lessor: Ford Motor Credit Company LLC**  
1 American Road  
Dearborn, MI 48126

The terms of this Master Equipment Lease Purchase Agreement (the "Master Agreement") are terms which will be incorporated into, and constitute a part of, one or more lease schedules executed from time to time by Lessor and Lessee (together with all attachments thereto, a "Schedule," or "Lease" or collectively, the "Schedules" or "Leases"), pursuant to which Lessee agrees to lease from Lessor, the equipment, including all additions, attachments, accessions, and substitutions thereto (the "Equipment"), described in each such Schedule. Each executed and delivered Schedule will constitute a separate, assignable obligation.

**1. TERM AND TERMINATION.** The lease term (the "Lease Term") for the Equipment listed in each Schedule will commence on the earlier of (i) the date on which the Equipment listed on the Schedule is accepted by Lessee by the execution of a Delivery and Acceptance Certificate as required under Section 3 below, or (ii) the date on which sufficient moneys to purchase such Equipment are deposited for that purpose with an escrow agent (the "Commencement Date"), and, unless earlier terminated as expressly provided for in Sections 6, 19 or 20 of this Master Agreement, will continue until the expiration date (the "Expiration Date") set forth in the applicable Schedule.

**2. LEASE PAYMENTS.** For the lease of the Equipment listed in each Schedule, Lessee shall pay to Lessor the lease payments and other charges (the "Lease Payments") set forth in the applicable Schedule. As set forth in the applicable Schedule, each Lease Payment includes a principal portion and an interest portion. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing) on the first Lease Payment Date and thereafter as set forth in the applicable Schedule. If any Lease Payment is received later than 10 days after the due date, Lessee will pay a late payment charge equal to 1.8% of the amount of the Lease Payment or the maximum amount permitted by law, whichever is less. Except as specifically provided in Section 6 hereof, the obligation of Lessee to make the Lease Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any abatement, setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that sufficient funds can be obtained to make all Lease Payments during the applicable Lease Term and hereby covenants that the official of Lessee responsible for budget preparation will do all things lawfully within his or her power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for Lease Payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his or her best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. The foregoing provisions shall not be construed to require Lessee's governing body or other governmental body charged with budgeted or appropriating funds for Lessee to budget or appropriate funds to make Lease Payments. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder and each Schedule hereto shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**3. CONDITIONS TO LESSOR'S PERFORMANCE UNDER SCHEDULES; DELIVERY AND ACCEPTANCE OF EQUIPMENT.** (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following: (i) if requested by Lessor, a certification satisfactory to Lessor of the Clerk or Secretary or other comparable officer of Lessee as to due authorization and approval, incumbency of officers and such other matters as Lessor may require; (ii) if requested by Lessor, an opinion of counsel to Lessee respecting such Schedule in substantially the form attached hereto as **Exhibit A** and otherwise satisfactory to Lessor; (iii) all documents, including an application for certificate of title with lien notice, as applicable, and other financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Sections 8 and 15; (iv) board minutes in a form acceptable to Lessor; (v) a copy of the executed Internal Revenue Services ("IRS") form 8038-G or 8038-GC, as appropriate, as filed, or to be filed, with the IRS, (vi) satisfactory proof of property and liability insurance coverage and (vii) such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor. This Master Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Master Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion, and no Lease will be binding or commence until accepted by Lessor. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(b) Lessor will cause the Equipment to be delivered to Lessee at the location specified in the applicable Schedule ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor within three days of delivery of the Equipment.

**4. WARRANTIES.** (a) Assignment of Warranties. So long as no Event of Default has occurred and is continuing, Lessor assigns to Lessee during the Lease Term of the Equipment all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee will resolve any claims under such warranties directly with the appropriate manufacturer or supplier of the Equipment. Lessee's sole remedy for the breach of any warranty shall be against the party providing the warranty, and not against Lessor. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer or supplier of the Equipment.

(b) DISCLAIMER OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT (1) THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, (2) LESSOR IS NOT A MANUFACTURER, DISTRIBUTOR, VENDOR OR SUPPLIER OF THE EQUIPMENT, (3) LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND (4) LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

**5. RETURN OF EQUIPMENT.** Unless Lessee shall have exercised its purchase option as provided in Section 20 hereof, upon the expiration or earlier termination of the Lease Term of the Equipment pursuant to the terms hereof, Lessee shall, at its sole expense but at Lessor's option, return the Equipment to Lessor in good working condition, packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location designated by Lessor.

**6. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Master Agreement or any Schedule to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are not otherwise made available in any fiscal period for all Lease Payments under a Lease, Lessee will immediately notify Lessor in writing of such occurrence and provide documentation evidencing such non-appropriation satisfactory to Lessor, and the Lease Term for the Equipment under that Lease shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Lessee, except as to Lessee's obligations and liabilities under any Lease relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment under that Lease to Lessor on the date of such termination in the manner set forth in Section 5 hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

**7. REPRESENTATIONS AND WARRANTIES.** Lessee represents and warrants as of the date hereof, and as of the date of each Schedule, that: (a) Lessee is a State or a fully constituted political subdivision of a State, and has a substantial amount of one or more of the following sovereign powers: (1) power to tax, (2) power of eminent domain, or (3) police power, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence; (b) Lessee is authorized under the constitution and laws of the State to enter into and agree to the terms of this Master Agreement and, as of the date of each Schedule, that Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder; (c) the execution, delivery and performance by the Lessee of this Master Agreement, and each Schedule incorporating the terms of this Master Agreement has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval, and will not result in contravention of any state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision or requirement, including, without limitation any applicable debt limitations; (d) each Schedule incorporating the terms of this Master Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) all required public bidding procedures, and the purchase of the Equipment covered by each Schedule have been followed by Lessee, and, as of the date of each Schedule, no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of that Schedule; (f) Lessee has made sufficient appropriations or other funds available to pay all Lease Payments and other amounts due hereunder for the current fiscal period; (g) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (h) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default hereunder or a default under any debt, revenue or purchase obligation which it has issued or to which it is a party exists, nor has it been in default under any such obligation at any time during the past five years; (i) no lease, rental agreement or contract for purchase to which Lessee has been a party at any time during the past five years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period; and (j) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Master Agreement or any Schedule incorporating the terms of this Master Agreement, or any other document, agreement or certificate that is used or contemplated for use in the consummation of the transactions contemplated by this Master Agreement or any Schedule.

**8. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee, title to the Equipment will vest in Lessee subject to Lessor's rights under the Schedule and the terms of this Master Agreement; provided, however, that title will immediately vest in Lessor without any action by Lessee and Lessee shall immediately surrender possession of

the Equipment to Lessor in accordance with Section 5 hereof, if Lessee terminates the Lease Term of the Equipment pursuant to Section 6, or upon the occurrence of an Event of Default, or if Lessee does not exercise the purchase option prior to the Expiration Date. It is the intent of the parties that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. In order to secure all of its obligations under each Lease, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment covered by that Lease including but not limited to computer programs and computer documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto whether now owned or hereafter acquired, and on any proceeds therefrom, (b) agrees that the applicable Lease may be filed as a financing statement evidencing such security interest, (c) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest, and (d) authorizes Lessor acting on behalf of Lessee to file any financing statements and to take any other action required to perfect and maintain Lessor's security interest in the Equipment.

**9. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

**10. ALTERATIONS.** Lessee will not make any modifications, alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such modifications, alterations, additions or improvements may be readily removed without damage to the Equipment.

**11. LOCATION; INSPECTION.** The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**12. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under any Schedule incorporating the terms of this Master Agreement. Lessee shall pay, when due, to the extent required by law, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor therefor on demand, with interest at the maximum rate permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.

**13. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under any Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, within 30 days of such determination, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair (with its own funds to the extent that sufficient insurance proceeds are not available for that purpose) and convey, to the extent permitted by law, a security interest in such replacement equipment to Lessor (at which time such equipment will become Equipment subject to the Lease), or (b) pay Lessor an amount equal to (1) the Concluding Payment for the immediately preceding Lease Payment Date as set forth in the applicable Schedule, (2) the accrued interest portion of the next Lease Payment through the date such amount is paid, and (3) all other amounts then due under any Schedule with respect to such Equipment. In the event that Lessee is obligated to make such payment pursuant to clause (b) above with respect to less than all of the Equipment under a Schedule, Lessor will provide Lessee with the pro rata amount of the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. The pro rata amount will be calculated on the basis of the Cash Price shown on the Schedule for the particular item of Equipment that has been lost, stolen, destroyed or damaged and the aggregate Cash Price of all items of Equipment under the same Schedule. Upon receipt of the Concluding Payment, Lessee shall be entitled to whatever interest Lessor has in such Equipment, in its then condition and location, without warranties of any kind.

**14. PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**15. INSURANCE.** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers satisfactory to Lessor, or may self-insure against any or all such risks under a self-insurance program satisfactory to Lessor. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment, as shown on the applicable Schedule. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies or self-insurance will be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment, on or before each insurance renewal date, and otherwise at Lessor's request, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto and shall permit Lessor to participate and cooperate with Lessee in making any claim for insurance in respect thereof. Should Lessee fail to obtain such insurance or to provide evidence thereof to Lessor, Lessor may, but shall not be



obligated to, obtain such insurance on Lessee's behalf and charge Lessee for all costs and expenses associated therewith. Without limiting the generality of the foregoing, Lessee specifically acknowledges and agrees that if Lessor obtains such insurance on Lessee's behalf, Lessee will be required to pay a monthly insurance charge. The insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine the Lease Payment amount payable by Lessee), billing and tracking fees, administrative expenses and other related fees.

**16. INDEMNIFICATION.** Since Lessor's sole responsibility in connection with this transaction is to provide an amount equal to the principal portion of the Lease Payments to pay costs of the acquisition and lease of the Equipment, the parties intend that Lessor incur no liability, cost or expense with respect to Lessee's possession, use, condition, storage, operation or return of the Equipment, or the loss of federal tax exemption of the interest on any Lease. Accordingly, Lessee agrees, to the extent permitted by law, to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, penalties, interest, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, installation, ownership, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification provided under this Section shall survive the full payment of all obligations under all Schedules or the termination of the Lease Term for a Schedule for any reason.

**17. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of any Schedule, or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the Lessee's consent, assign all or any portion or portions of its rights, title and interest in and to this Master Agreement, any Schedule, the Equipment or any documents executed with respect to this Master Agreement or any Schedule, and/or grant or assign a security interest in this Master Agreement, any Schedule and the Equipment, in whole or in part, and Lessee's rights will be subordinated thereto. Lessee consents and specifically authorizes Lessor to forward any documentation and information that Lessor now has or may hereafter acquire in connection with any transaction between Lessor and Lessee, to any potential investor, rating agency and any other party involved in the sale, transfer, assignment, securitization or participation transaction involving this Master Agreement, any Schedule or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment. Lessor's assignees shall have all of the rights of Lessor under any Lease with respect to the rights and interest assigned. Any such assignment to an assignee may provide that Lessor or the assignee shall act as a collection and paying agent for any assignee, or may provide that a third-party trustee or agent shall act as collection and paying agent for any assignee. Subject to the foregoing, the rights and obligations under any Lease inure to the benefit of and are binding upon the successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon any assignment by Lessor, unless Lessor provides Lessee written notice to the contrary, all Lease Payments shall continue to be directed to Ford Motor Credit Company LLC ("Ford Credit"), who agrees to accept such payments for the benefit of the assignee. Lessee hereby appoints Ford Credit, or its designee, to act as its registration agent, and Ford Credit shall maintain, or cause to be maintained, a book-entry record identifying the name, address and taxpayer identification number of the owner of payments due under each Schedule, and to keep or cause to be kept a complete and accurate record of all assignments, in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees to acknowledge in writing, any assignment(s) if so requested, and to make payments directly to the new owner (assignee) if and when so directed.

**18. EVENT OF DEFAULT; WAIVERS.** Any of the following events shall constitute an "Event of Default" under any Lease: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of that Lease, and any such failure continues for 10 days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it under that Lease, other than as referred to in clause (a) above; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in that Lease or in any writing ever delivered by Lessee pursuant thereto or in connection herewith was false, misleading, or erroneous in any material respect; (d) any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease; (e) Lessee becomes insolvent, or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or a petition for relief is filed by Lessee under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Lessee; (f) Lessee fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Lessor or an affiliate of Lessor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (g) an attachment, levy or execution is threatened or levied upon or against the Equipment under that Lease. **The waiver by Lessor of any breach by Lessee of any term, covenant or condition of a Lease shall not operate as a waiver of any subsequent breach thereof or of any other Lease.**

**19. REMEDIES.** Upon the occurrence of an Event of Default under any Lease, and as long as such Event of Default under any Lease is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under that Lease or all Leases, and all remaining Lease Payments due under that Lease or all Leases during the fiscal year of Lessee in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Lease Payments and other amounts payable by Lessee hereunder plus the then applicable Concluding Payment, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this

paragraph shall not exceed the Lease Payments and other amounts otherwise due hereunder, plus the remaining Lease Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; (c) terminate unfunded commitments under any escrow agreement; and (d) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease(s) or to recover damages for the breach of such Lease(s) or to rescind that Lease as to any or all of the Equipment under such Lease(s). In addition, Lessee will remain liable for all covenants and indemnities under the terms of this Master Agreement and any Schedule and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may be a purchaser at any sale of the Equipment pursuant to this Section 19. The proceeds of any sale, lease or sublease of the Equipment pursuant to this Section shall be applied as described in clause (b) above, with the balance, if any, being paid to Lessee.

**20. PURCHASE OPTION.** On the last day of the Lease Term, as well as at any time upon at least 30 days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, Lessee will have the right to purchase all (but not less than all) of Lessor's interest in the Equipment under any Schedule, at a purchase price equal to the sum of (a) the Concluding Payment for the immediately preceding Lease Payment Date, as set forth in the applicable Schedule, (b) the accrued interest portion of the next Lease Payment through the date the purchase price is paid, and (c) any other amounts then due under the Lease with respect to such Equipment (including the Lease Payment otherwise due, if the purchase date occurs on a Lease Payment Date). Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied.

**21. TAX COVENANTS; INDEMNITY.** (a) Tax Assumptions and Covenants. The parties assume that, and Lessor is entering into this Master Agreement and each Schedule with the expectation that, Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in each Schedule under the column captioned "Interest Portion." Lessee covenants that (a) Lessee will execute and file, or cause to be filed, with the Internal Revenue Service, the appropriate Form 8038-G or 8038-GC for each Schedule; (b) Lessee shall be the only entity or person (other than its employees within the scope of their employment) to own, use, manage or operate the Equipment during the Lease Term; (c) Lessee will not take any action which results, directly or indirectly, in any Lease being a "private activity bond" within the meaning of Section 141(a) of the Code; (d) Lessee will not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result; and (e) not take any action which results in any Lease becoming, and will take any reasonable action to prevent any Lease from becoming an arbitrage obligation within the meaning of section 148 of the Code or federally guaranteed within the meaning of section 149 of the Code. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to cooperate with Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

(b) Tax Indemnity. In the event that Lessor either (a) receives notice from the Internal Revenue Service, or (b) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and not reasonably objected to by Lessee within 10 days after notice from Lessor of the selection, that the interest portion of any of the Lease Payments set forth in a Schedule is includable in Lessor's gross income for Federal income tax purposes, then Lessee will pay Lessor within 30 days after receiving notice from Lessor of such determination, the amount which, with respect to such Lease Payments previously paid, will restore the after-tax yield (after taking into account all taxes, interest and penalties) on the transactions evidenced by that Schedule to that which would have been had such interest portion not been includable in Lessor's gross income for Federal income tax purposes, and pay as an additional Lease Payment on succeeding Lease Payment due dates such amount as will maintain such after-tax yield. Notwithstanding the earlier termination or expiration of the Lease Term of the Equipment, the obligations provided for in this Section 21 shall survive such earlier termination or expiration.

**22. MISCELLANEOUS.** (a) Notices. All notices to be given under this Master Agreement or any Schedule shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

(b) Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement or any Lease.

(c) Governing Law. This Master Agreement and any Schedule incorporating the terms of this Master Agreement, shall be construed in accordance with, and governed by, the laws of the state in which Lessee is located.

(d) Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by a Lease.

(e) Entire Agreement; Severability. This Master Agreement, any Schedule incorporating the terms of this Master Agreement, and the other documents or instruments executed by Lessee and Lessor in connection herewith, including, without limitation, the Delivery and Acceptance Certificates referred to in Section 3, constitutes the entire agreement between the parties with respect to the lease of the Equipment, and neither this Master Agreement nor any Schedule shall be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Master Agreement or any Schedule found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Agreement or the applicable Schedule. Notwithstanding the foregoing, Lessee authorizes Lessor to insert or correct missing information in this Master Agreement and on each Schedule and related documents, including Lessee's legal name, Equipment identifying information (e.g. VIN), Equipment location, and any other information describing the Equipment.

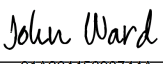
(f) Interest Rate Limitations. It is the intention of the parties hereto to comply with any applicable usury and other interest rate limitation laws; accordingly, notwithstanding any provisions to the contrary in this Master Agreement or any Schedule, in no

event shall this Master Agreement or any Schedule require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

(g) Financial Statements. Lessee shall annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Master Agreement and each Schedule incorporating the terms of this Master Agreement, as may be requested by Lessor.

(h) Counterparts; Chattel Paper; Electronic Transaction. This Master Agreement or any Schedule may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument and either of the parties hereto may execute this Master Agreement or any Schedule by signing any counterpart, except that, to the extent that any Schedule constitutes chattel paper, no security interest therein may be perfected through possession except by possession of Counterpart No. 1 of a Schedule, with respect to that Schedule. The parties agree that any Lease and related documents may be stored by electronic means.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of 2/16/2026.

Lessee:	Walton County Board of Commissioners	Lessor:	Ford Motor Credit Company LLC
By:	<div><div>DocuSigned by:</div><div> John A. Ward</div></div>	By:	
Title:	County Manager	Title:	Representative, Ford Motor Credit Company

In Process

**SCHEDULE NO. 5529011 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

Master Agreement No. 5529011 dated as of 2/16/2026

This Equipment Schedule dated as of 2/16/2026, is being executed by Ford Motor Credit Company LLC ("Lessor"), and Walton County Board of Commissioners ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL & VIN)	CASH PRICE	SUPPLIER NAME
1	2025 Ford Explorer w/equipment, 1FMUK7DH5SGC80556	\$43,705.50	Loganville Ford
1	2025 Ford Explorer w/equipment, 1FMUK7DH3SGC81561	\$43,705.50	Loganville Ford
1	2025 Ford Explorer w/equipment, 1FMUK7DH0SGC84434	\$43,705.50	Loganville Ford
1	2025 Ford Explorer w/equipment, 1FMUK7DH6SGC80419	\$43,705.50	Loganville Ford

<b>EQUIPMENT LOCATION:</b> Sheriff Office, 111 S. Broad St., Monroe, GA 30655	
<b>COMMENCEMENT DATE</b> (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): <b>2/16/2026</b>	<b>INITIAL TERM:</b> <b>24 Months</b>
	<b>LEASE PAYMENTS:</b> 8 Consecutive Quarterly in Advance Payments of \$23,360.58 each (including interest), due under this Schedule. See <b>Attachment 1</b> hereto.

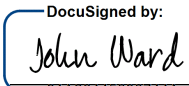
**Representations, Warranties and Covenants.** Lessee hereby represents warrants and covenants as follows:

- a) The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.
- b) The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

**EXECUTED** as of the date first herein set forth.

Lessee: **Walton County Board of Commissioners**

Lessor: **Ford Motor Credit Company LLC**

By:   
 Title: **County Manager**

By: \_\_\_\_\_  
 Title: **Representative, Ford Motor Credit Company**

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper; no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.




ATTACHMENT 1  
TO  
SCHEDULE NO. 5529011 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT  
LEASE PAYMENT SCHEDULE

Master Lease No.: 5529011

Interest Rate: 7.44%, Underwriting Fee: \$545.00  
Commencement Date of Schedule: 2/16/2026

<u>Lease Payment Number</u>	<u>Type</u>	<u>Lease Payment Date</u>	<u>Total Asset Costs</u>	<u>Underwriting Fee</u>	<u>Lease Payment</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Concluding Payment</u>
	Lease	2/16/2026	\$174,822.00			\$0.00	\$0.00	\$174,822.00
	Fee	2/16/2026		\$545.00		\$0.00	\$0.00	\$175,367.00
1	Payment	2/16/2026			\$23,360.58	\$0.00	\$23,360.58	\$152,006.42
2	Payment	5/16/2026			\$23,360.58	\$2,827.32	\$20,533.26	\$131,473.16
3	Payment	8/16/2026			\$23,360.58	\$2,445.40	\$20,915.18	\$110,557.98
4	Payment	11/16/2026			\$23,360.58	\$2,056.38	\$21,304.20	\$89,253.78
5	Payment	2/16/2027			\$23,360.58	\$1,660.12	\$21,700.46	\$67,553.32
6	Payment	5/16/2027			\$23,360.58	\$1,256.49	\$22,104.09	\$45,449.23
7	Payment	8/16/2027			\$23,360.58	\$845.36	\$22,515.22	\$22,934.01
8	Payment	11/16/2027			\$23,360.58	\$426.57	\$22,934.01	\$1.00

In Process

Certificate Of Completion		
Envelope Id: 98F91BE7-8B2F-4440-9F81-D46F0FC33C00		Status: Sent
Subject: Ford - Walton County Board of Commissioners 5529011		
eOriginal Transaction Vault ID:		
Municipality Name: Walton County Board of Commissioners		
Opportunity Number: 5529011		
Source Envelope:		
Document Pages: 13	Signatures: 6	Envelope Originator:
Certificate Pages: 9	Initials: 0	Maria Acevedo
AutoNav: Enabled		1 American Rd
Envelopeld Stamping: Enabled		Dearborn, MI 48126
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		
		IP Address: 19.12.76.183
Record Tracking		
Status: Original	Holder: Maria Acevedo	Location: DocuSign
2/3/2026 11:20:17 AM		
Security Appliance Status: Connected	Pool: Ford Security Pool-Active 2019 Servers	
Signer Events	Signature	Timestamp
John Ward	<div>DocuSigned by:</div> <div></div> <div>91A26445698744A...</div>	Sent: 2/3/2026 11:30:01 AM
Walton County Manager		Viewed: 2/3/2026 11:56:49 AM
Walton County		Signed: 2/3/2026 11:58:42 AM
Security Level: Email, Account Authentication (Optional), Access Code		
Signature Adoption: Pre-selected Style		
Using IP Address: 75.89.222.226		
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 2/3/2026 11:56:49 AM		
ID: b1d85881-456d-4637-8d71-b71741762a44		
Ford Credit Signers		Sent: 2/3/2026 11:58:44 AM
Ford Motor Company		
Signing Group: Ford Credit Signers		
Security Level: Email, Account Authentication (Optional)		
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/3/2026 11:30:01 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

By checking the 'I agree to use electronic records and signatures' box, you confirm and agree that:

- You can access and read this ELECTRONIC RECORD AND SIGNATURE DISCLOSURE document ("Consent Disclosure").
- You agree to electronically receive from Ford Motor Credit Company LLC, Ford Credit Canada Company, or Lincoln Automotive Financial Services (collectively, "Ford Credit"), and electronically execute as needed, one or more document(s), including required legal notices and disclosures, through your DocuSign, Inc. ("DocuSign") user account for the requested transaction ("Transaction").
- You have a valid email address and that your computer, mobile, tablet or similar device used to access this Consent Disclosure has internet access, a current browser, and computer software that are capable of receiving, accessing, displaying, and either printing or storing this Consent Disclosure and the Transaction. See hardware and software requirements below.
- You agree that your activity in electronic form constitutes your agreement and consent, including but not limited to touching or clicking an appropriately designated icon or applying the electronic signature that you create or adopt to sign the Transaction documents.
- You are able to download, save, and print the Transaction from the DocuSign user account for a period of 120 days after execution. Accordingly, you must download, save, or print a copy for your records of this Consent Disclosure and all documents for the Transaction.
- **For US Transactions subject to the Truth in Lending Act**, before you sign the Transaction, you are entitled to certain disclosures in a form that you may keep. You may always download, save, or print a copy of the document before signing it, by selecting the option when reviewing the document within DocuSign.
- If you are using a mobile device to complete the Transaction, you may need to rotate your phone to horizontal (i.e. landscape mode) for the document to fit to your device, and have any rotation lock or portrait-orientation lock settings are turned off.
- Until or unless you notify Ford Credit as described below, you consent to receive electronic communications for the notices, disclosures, and documents for the requested Transaction.



If you do not wish to execute the Transaction electronically or if you require corrections to the Transaction documents, simply click the 'Decline' option from the drop-down menu in DocuSign when accessing the documents. This will indicate to us that you do not consent to electronic communications regarding the Transaction, and you will no longer be able to use your DocuSign user account to access the Transaction. This may result in a longer time for us to process the requested transaction using paper. If you require corrections to the Transaction documents, please contact the person who sent them to you.

## Paper Copy of the Transaction

You can request a paper copy of the Transaction at no charge. Requests may be made as follows:

- In the US – by email to [fcogcsu@ford.com](mailto:fcogcsu@ford.com) or by mail to Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- In Canada – by [email](#) or by mail to Ford Credit Canada Company, Box 1800 RPO Lakeshore West, Oakville, ON L6K 0J8
- Municipal Finance – by email [fcmuni@ford.com](mailto:fcmuni@ford.com) or by mail to Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

In the body of such request you must state you are requesting a paper copy along with your full name, account number, and address. A request to receive a paper copy of the Transaction will be construed as a request to withdraw consent to receive further electronic communications for the Transaction.

### Updating Contact Information

After execution of the Transaction, you agree to update your contact information if your email address changes. You acknowledge and agree that if we send you an electronic communication about the Transaction, but you do not receive it because your contact information is incorrect or out of date, we will be deemed to have provided that communication to you.

To update your information, requests may be made as follows:

- In the US – by email to [fcogcsu@ford.com](mailto:fcogcsu@ford.com) or by mail to Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- In Canada – by [email](#) or by mail to Ford Credit Canada Company, Box 1800 RPO Lakeshore West, Oakville, ON L6K 0J8
- Municipal Finance – by email [fcmuni@ford.com](mailto:fcmuni@ford.com) or by mail to Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Please provide your old email address, your new email address, your full name, your account number, and your address in the body of the request.

### Withdrawing Consent

After execution of the Transaction, you may withdraw your consent to receive electronic communications for the Transaction. Please include your full name, your account number, and your address in the body of the request with a statement that you are withdrawing your consent to electronic communications. Requests may be made as follows:

- In the US – by email to [fcogcsu@ford.com](mailto:fcogcsu@ford.com) or by mail to Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- In Canada – by [email](#) or by mail to Ford Credit Canada Company, Box 1800 RPO Lakeshore West, Oakville, ON L6K 0J8
- Municipal Finance – by email [fcmuni@ford.com](mailto:fcmuni@ford.com) or by mail to Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Withdrawal of consent for the Transaction does not affect other consents for electronic communications that you have entered with Ford Credit.

### Required Hardware and Software\*\*

Browsers:	Latest stable release (except where noted) of Microsoft Edge, Firefox®, Safari™ (MAC OS only) 12+, Google Chrome®. Pre-release (e.g., beta) versions of operating systems and browsers are not supported
Mobile Devices (signers only):	Apple iOS® 11+; Android™ 5.0+
Mobile Signing:	Apple iPhone iOS® 13.0+, iPad® iOS 3.0+, iPod Touch® iOS 3.0+. Android™ 5.0+. Windows 8+, Windows Phone.
PDF Reader:	<ul style="list-style-type: none"> <li>• Acrobat Reader or similar software might be required to view and print PDF files</li> <li>• Your PDF reader must be able to open PDF 1.5+</li> </ul>
Email:	Access to a valid email account
Screen Resolution:	1024x768 minimum (for desktops and laptops)
Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings through a proxy connection</li> <li>• Firewall settings must allow access to the server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a>. DocuSign leverages Akamai as a content delivery service to enhance the application's performance</li> </ul>
Printer or Storage Space:	You will need access to a printer or sufficient storage space available to save the information

\*\*These minimum requirements are subject to change from time to time and it is the Subscriber's responsibility to comply with these requirements as they change. The most current system and

software requirements are available on [DocuSign's public website](https://support.docusign.com/guides/signer-guide-signing-system-requirements) and <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

## DIVULGATION RELATIVE AUX SIGNATURES ET AUX DOSSIERS ÉLECTRONIQUES

En cochant la case « J'accepte d'utiliser des signatures et des dossiers électroniques », vous confirmez et acceptez que :

- vous pouvez accéder et lire le présent document DIVULGATION RELATIVE AUX SIGNATURES ET AUX DOSSIERS ÉLECTRONIQUES (« Divulgence de consentement »).
- vous acceptez de recevoir de Ford Motor Credit Company LLC, Compagnie Crédit Ford du Canada, ou Services financiers Automobiles Lincoln (collectivement « Crédit Ford ») un ou plusieurs document(s) à signer sous un format électronique, y compris les avis et divulgations d'ordre juridique par l'entremise de votre compte d'utilisateur DocuSign, Inc. (« DocuSign ») pour la transaction requise (la « Transaction »).
- que vous disposez d'une adresse électronique valide et que votre ordinateur, votre téléphone portable, votre tablette ou tout autre appareil similaire utilisé pour accéder à la présente Divulgence de consentement, un navigateur à jour et un logiciel informatique capables de recevoir, d'accéder, d'afficher et d'imprimer ou de stocker la présente Déclaration de consentement et la Transaction. Voir la configuration matérielle et logicielle requise ci-dessous.
- vous acceptez que votre activité sous forme électronique constitue votre accord et votre consentement, y compris, mais sans s'y limiter, le fait de toucher ou de cliquer sur une icône désignée de manière appropriée ou d'appliquer la signature électronique que vous créez ou adoptez pour signer les documents de la Transaction.
- vous pouvez télécharger, sauvegarder et imprimer la Transaction à partir du compte utilisateur de DocuSign pendant une période de 120 jours après sa signature. Par conséquent, vous devez télécharger, sauvegarder ou imprimer une copie pour vos dossiers de la présente Déclaration de consentement et de tous les documents relatifs à la Transaction.
- **Pour les transactions américaines soumises à la *Loi sur la transparence en matière de prêts***, vous avez droit, avant de signer la transaction, à certaines informations sous une forme que vous pouvez conserver. Vous pouvez toujours télécharger, sauvegarder ou imprimer une copie du document avant de signer, en sélectionnant cette option lorsque vous consultez le document dans DocuSign.

- si vous utilisez un appareil mobile pour effectuer la Transaction, il se peut que vous deviez faire pivoter votre téléphone à l'horizontale (c'est-à-dire en mode paysage) pour que le document s'adapte à votre appareil, et que tout paramètre de verrouillage de la rotation ou de l'orientation en mode portrait soit désactivé.
- à moins d'informer Crédit Ford ou si vous informez Crédit Ford de la manière décrite ci-dessous, vous acceptez de recevoir des communications électroniques pour les avis, les divulgations et les documents relatifs à la Transaction demandée

Si vous ne souhaitez pas signer la Transaction par voie électronique ou si vous souhaitez apporter des corrections aux documents de la transaction, il vous suffit de cliquer sur l'option « Refuser de signer » dans le menu déroulant de DocuSign lorsque vous accédez aux documents. Cela nous indiquera que vous ne consentez pas aux communications électroniques concernant la Transaction et vous ne pourrez plus utiliser votre compte utilisateur DocuSign pour accéder à la Transaction. Cela peut entraîner un délai plus long pour le traitement de la transaction demandée sur papier. Si vous souhaitez que des corrections soient apportées aux documents de la Transaction, veuillez contacter la personne qui vous les a envoyés.

## Copie papier de la transaction

Vous pouvez demander une copie papier de la Transaction sans frais. Les demandes peuvent être soumises comme suit :

- Aux États-Unis – par courriel à [fcogcsu@ford.com](mailto:fcogcsu@ford.com) ou la poste à Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- Au Canada – par [courriel](#) ou par la poste à Compagnie Crédit Ford du Canada, Boîte 1800 COP Lakeshore West, Oakville (Ontario) L6K 0J8
- Financement municipal – par courriel au [fcmuni@ford.com](mailto:fcmuni@ford.com) ou par la poste à Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Dans le corps de cette demande, vous devez indiquer que vous demandez une copie papier ainsi que votre nom complet, votre numéro de compte et votre adresse. Une demande de réception d'une copie papier de la Transaction sera interprétée comme une demande de retrait du consentement à recevoir d'autres communications électroniques pour la Transaction.

### Mise à jour de vos coordonnées de contact

Après la signature de la Transaction, vous acceptez de mettre à jour vos coordonnées si votre adresse électronique change. Vous reconnaissez et acceptez que si nous vous envoyons une communication électronique concernant la Transaction, mais que vous ne la recevez pas parce que vos coordonnées sont erronées ou obsolètes, nous serons réputés vous avoir fourni cette communication.

Pour mettre à jour vos coordonnées de contact vous pouvez soumettre des demandes comme suit :



- Aux États-Unis – par courriel à [fcogcsu@ford.com](mailto:fcogcsu@ford.com) ou la poste à Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- Au Canada – par [courriel](#) ou par la poste à Compagnie Crédit Ford du Canada, Boîte 1800 COP Lakeshore West, Oakville (Ontario) L6K 0J8
- Financement municipal – par courriel au [fcmuni@ford.com](mailto:fcmuni@ford.com) ou par la poste à Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Veuillez fournir votre ancienne adresse de courriel, votre nouvelle adresse de courriel, votre nom au complet, votre numéro de compte et votre adresse dans le corps de la demande.

### Annulation du consentement

Après la signature de la Transaction, vous pouvez retirer votre consentement à recevoir des communications électroniques pour la Transaction. Veuillez inclure votre nom complet, votre numéro de compte et votre adresse dans le corps de la demande, en précisant que vous retirez votre consentement aux communications électroniques. Les demandes peuvent être soumises comme suit :

- Aux États-Unis – par courriel à [fcogcsu@ford.com](mailto:fcogcsu@ford.com) ou la poste à Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- Au Canada – par [courriel](#) ou par la poste à Compagnie Crédit Ford du Canada, Boîte 1800 COP Lakeshore West, Oakville (Ontario) L6K 0J8
- Financement municipal – par courriel au [fcmuni@ford.com](mailto:fcmuni@ford.com) ou par la poste à Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Le retrait du consentement pour la Transaction n'affecte pas les autres consentements pour les communications électroniques que vous avez conclues avec Crédit Ford.

### Matériel et logiciel requis\*\*

Navigateurs :	Dernière version stable (sauf indication contraire) de Microsoft Edge, Firefox®, Safari™ (MAC OS uniquement) 12+, Google Chrome®. Les versions préliminaires (par exemple, bêta) des systèmes d'exploitation et des navigateurs ne sont pas prises en charge.
Appareils mobiles (seulement pour les signataires) :	Apple iOS® 11+; Android™ 5.0+
Signature sur appareils mobiles :	Apple iPhone iOS® 13.0+, iPad® iOS 3.0+, iPod Touch® iOS 3.0+. Android™ 5.0+. Téléphones Windows 8+, Windows.
Lecteur PDF :	<ul style="list-style-type: none"> <li>• Acrobat Reader ou un logiciel similaire peut être nécessaire pour consulter et imprimer les fichiers PDF</li> <li>• Votre lecteur PDF doit être en mesure d'ouvrir les PDF 1.5+</li> </ul>
Courriel :	Accès à un courriel valide

Résolution d'écran :	1024X768 minimum (pour postes de travail et ordinateurs portables).
Paramètres de sécurité :	<ul style="list-style-type: none"> <li>• Permettre des témoins par session</li> <li>• Les utilisateurs accédant à Internet en passant par un serveur proxy doivent activer les paramètres HTTP 1.1 via une connexion proxy.</li> <li>• Les paramètres du pare-feu doivent permettre l'accès au serveur : <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a>. DocuSign exploite Akamai comme service de diffusion de contenu pour améliorer les performances de l'application.</li> </ul>
Imprimante ou espace de stockage :	Vous aurez besoin d'un accès à une imprimante ou de suffisamment d'espace de stockage pour sauvegarder l'information.

\*\* Ces exigences minimales sont susceptibles d'être modifiées de temps à autre et il incombe à l'abonné de se conformer à ces exigences au fur et à mesure de leur modification. Les exigences les plus récentes en matière de système et de logiciel sont disponibles le [site Web de DocuSign destiné au public](#) et à l'adresse <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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

The Walton County Board of Commissioners agrees to serve as the Fiscal Agent for the The Partnership for Families, Children and Youth for the period of July 1, 2026 through June 30, 2027.

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

**Family Connection Collaborative Chairperson:**

Signed by:



FEADB1E0B6A1A05...

Signature2

Print Name: Andrew Dykes

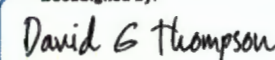
01/29/2026

Date2

**Fiscal Agent:**

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

DocuSigned by:



F90C063200F1A0F...

Signature1

Print Name: David G Thompson

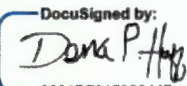
Title: Chairman

01/29/2026

Date1

**Family Connection Coordinator:**

DocuSigned by:



2001D7010523447...

Signature3

Print Name: Dena Huff

01/29/2026

Date3

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between **Walton County, Georgia** (hereinafter the “County”), and **Lose & Associates, Inc., doing business as Lose Design** (hereinafter “Lose Design”) (collectively, the “Parties”).

### RECITALS

WHEREAS, on or about March 1, 2022, the Parties entered into a Professional Services Agreement in connection with the construction of Walnut Grove Park (hereinafter “the Park”); and

WHEREAS, the Parties agree that Change Order Proposal Numbers 15 and 22 are necessary because of deficiencies in the design that Lose Design’s subconsultant Savant Engineering, LLC (“Savant”) prepared; and

WHEREAS, the Parties agree that it is appropriate for Lose Design to grant the County a credit of \$60,197.99 toward the Maximum Contract Price; and

WHEREAS, the Parties subsequently have agreed to forever and finally resolve and settle all matters between them concerning design issues directly resulting in Change Order Proposal Numbers 15 and 22 pursuant to the terms of this Settlement Agreement and Release.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein below, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Terms of the Settlement Agreement.** The Parties agree that Lose Design’s credit of \$60,197.99 toward the Maximum Contract Price will forever and fully satisfy any and all claims, demands, actions, damages, losses, and liabilities of any kind or character whatsoever between the Parties as to design issues directly resulting in Change Order Proposal Numbers 15 and 22.

- a) The Parties agree that this Settlement Agreement applies only to claims, demands, actions, damages, losses, and liabilities between the Parties as to design issues directly resulting in Change Order Proposal Numbers 15 and 22. The Parties further agree that this Settlement Agreement does not pertain to claims, demands, actions, damages, losses, and liabilities that may arise as to other aspects of the design or construction of the Park, including, but not limited to, any claims, demands, and actions that Lose Design may pursue against subconsultants, including, but not limited to, Savant.
- b) The County declares and represents for their respective agents, affiliates, successors, heirs, devisees, administrators, executors, assigns, grantees, transferees,



lessees, insurers and all other successors in interest, that it does hereby forever release, acquit and discharge Lose Design, and its respective heirs, officers, directors, agents, subconsultants, successors, insurers, and assigns from and against any and all claims, demands, actions, damages, losses, and liabilities of any kind or character whatsoever pertaining to design issues directly resulting in Change Order Proposal Numbers 15 and 22.

- c) The County declares and represents that this settlement and the consideration and credit referred to herein is not to be construed in any way whatsoever as an admission of liability on the part of Lose Design for the County's alleged damages and injuries, and said liability is expressly denied.
- d) The Parties agree not to seek from any of the other Parties to this Settlement Agreement their respective attorneys' fees, costs, expert witness fees, mediation fees and any and all other expenses incurred on said Party's behalf as a result of or in connection with this Settlement Agreement.
- e) All Parties agree this Settlement Agreement is supported by sufficient and adequate consideration.

2. **Enforceability.** Should any term or provision of this Settlement Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all of the other terms and provisions of this Settlement Agreement are valid and binding and shall have full force and effect as if the invalid portion had not been included.

3. **Amendment and Waiver.** This Settlement Agreement and any of its terms may be amended, modified, or waived only by the written consent of all of the Parties and/or their attorneys. The waiver of any breach of this Settlement Agreement shall not operate nor be construed as a waiver of any similar or prior or subsequent breach of this Settlement Agreement.

4. **Choice of Law.** This Settlement Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia in all respects, including matters of construction, validity, enforcement, and interpretation.

5. **Construction of Settlement Agreement.** This Settlement Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity in this Settlement Agreement shall not be interpreted or construed against either of the Parties.

6. **Contract.** Statements and representations contained in this Settlement Agreement are to be considered contractual in nature and not merely recitations of fact.

7. **Multiple Counterparts.** This Settlement Agreement may be executed in identical counterparts, each of which shall constitute collectively one agreement; but in making proof of this Settlement Agreement it shall not be necessary to produce or account for more than one such counterpart bearing the signature of the Party against whom enforcement is sought. This Settlement Agreement may be executed via facsimile and/or e-mail copies of the signatures.

8. **Representations.** The Parties represent and warrant that they (a) own the claims being released; (b) have not sold, assigned, or otherwise transferred to any other person or entity any interest in any claim, account, motion, demand, action, and/or cause of action they have, or may have, or may claim to have against the other Party; and (c) have entered into and executed this Settlement Agreement of their own choice and free will and in accordance with their judgment.

9. **Advice of Counsel.** The Parties acknowledge and agree they have given mature and careful thought to this Settlement Agreement and have been given the opportunity to review and discuss this Settlement Agreement independently with legal counsel.

10. **Denial of Liability.** By executing this Settlement Agreement, neither of the Parties admits the truth of any of the claims or allegations asserted against or by it by any other Party, and the Parties in fact expressly deny any liability to any other Party, and the execution of this Settlement Agreement shall not constitute nor ever be offered by any of the Parties as an admission of any fact or allegation asserted in any lawsuit or legal proceeding except in any proceeding initiated to enforce the terms of this Settlement Agreement.

11. **Entire Agreement and Inconsistent Provisions.** This Settlement Agreement embodies the complete agreement between the Parties regarding the subject matter hereof, nullifies any prior agreement concerning the subject matter hereof, and cannot be varied or terminated except by the written consent of all of the Parties and/or their attorneys.

12. **Tax Consequences.** The Parties make no representations regarding this Settlement Agreement's tax consequences, if any, and this Settlement Agreement is enforceable regardless of same. The Parties shall be solely responsible for any and all of their own taxes, interest, and/or penalties due and owing, if any, should any aspect of this Settlement Agreement be considered taxable to them.

13. **No Reliance.** In signing this Settlement Agreement, no Party has relied on or been induced to execute this Settlement Agreement by any statement, representations, agreements, or promises, whether oral or written, made by any other Party, her/its agents, employees, servants, or attorneys, or anyone else, other than the statements set forth in this Settlement Agreement.

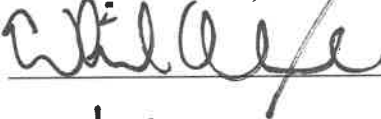
14. **No Third Party Beneficiaries.** The Parties expressly agree that they do not intend to benefit any third parties through this Agreement, that there are no third-party beneficiaries, and this Settlement Agreement is not intended to be enforceable by any third party.

15. **Paragraph Headings.** The paragraph headings utilized in this Settlement Agreement are for purposes of convenience of reference only, and shall not be used to construe, modify, alter or supplement the language following such headings.

16. **Effective Date.** By completing and signing this Settlement Agreement, the Parties agree to be bound by its terms on and forever after the date it is signed by each of the Parties hereto ("Effective Date"). If the Parties execute this Settlement Agreement on different dates, the Effective Date shall be the date of the last signature.

IN WITNESS WHEREOF, the Parties have carefully reviewed and read this Settlement Agreement and know the contents thereof and cause this instrument to be signed by their duly authorized representatives on their own free act and deed.

Lose & Associates, Inc. d/b/a Lose Design



Date: 2/2/26

Sworn to and subscribed before me  
this 2 day of February 2026



Notary Public

My Commission Expires

May 17, 2027



[Signatures continue on following page]

**Walton, County, Georgia**

\_\_\_\_\_

By: David G. Thompson, Chairman

Date: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires



## ***RESOLUTION***

**WHEREAS**, the budgets of Walton County for Fiscal Year 2026 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on May 6, 2025, and

**WHEREAS**, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81, it is necessary to amend said budgets, now

**THEREFORE, BE IT RESOLVED BY THE** Board of Commissioners of Walton County, amends the Fiscal Year 2026 budget to make changes to the Fiscal Year 2026 budget as presented in the attached summary schedule.

Adopted this 10<sup>th</sup> day of February, 2026

---

Chairman, David G. Thompson

Attest:

---

County Clerk Rhonda R. Hawk

## AMENDMENT SUMMARY

### February 2026 Agenda

1. **SPLOST IV 4220.19 Public Works**: Budget amendment to increase budgeted expenditures contract laborer (52.3850) by \$ 606,141.77. This relates to the Deep Patching and Resurfacing Project Length Budget approved at the November 5<sup>th</sup> Board meeting. The amendment would result in an overall decrease in fund balance in the SPLOST IV fund.
2. **Parks & Recreation 6220**: Budget amendment to increase both Revenue (37.1006 Donation by \$70,968.00) and Expenditures (53.1600 Small Equipment by \$70,968.00). Parks and Recreation received a Healthcare Donation for Exercise Equipment and this would have no effect on fund balance.

***RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON  
COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET  
FOR THE MERIDIAN PICKLEBALL COURTS PROJECT, AND TO AMEND  
THE FISCAL YEAR 2026 BUDGET***

**WHEREAS**, on November 6, 2018, the Walton County, Georgia SPLOST 2019 (“SPLOST IV”) was approved by voter referendum; and

**WHEREAS**, 911 radio communication project, transportation projects, parks and recreation projects, construction of new fire station and fire station improvements, building projects, water and sewer system improvements, and vehicle and major equipment acquisition are designated SPLOST IV projects; and

**WHEREAS**, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2026 on May 6, 2025; and

**WHEREAS**, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

**WHEREAS**, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2026.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budget for the Meridian Pickleball Courts Project which is attached hereto as a schedule and incorporated herein by reference, are adopted; and

**THEREFORE, BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that the budget for Fiscal Year 2026 be amended to incorporate fiscal year 2026 for the Meridian Pickleball Courts Project.

**SO RESOLVED THIS 10<sup>th</sup> DAY OF February, 2026:**

**BOARD OF COMMISSIONERS OF  
WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

# MERIDIAN PICKLEBALL COURTS PROJECT BUDGET

DATE: January 20, 2026  
PROJECT: Meridian Pickleball Courts  
FUNDING: 6220.19

Description	Unit Meas.	Unit Price	Unit Cost	Totals
<u>12 Concrete Pickleball Slabs &amp; Sidewalks</u>				<u>\$390,000</u>
<u>Court Surfacing and Equipment</u>				<u>\$84,600</u>
<u>Fencing</u>				<u>\$113,100</u>
<u>Shade Structures &amp; Park Amenities</u>				<u>\$44,850</u>
Total New Construction Cost:	(TNC)			<u>\$633,750</u>
Site Development/Improvements Costs				
<u>Utility and Lighting</u>				<u>\$54,600</u>
<u>Site work by Public Works</u>				<u>\$44,900</u>
Total Site Dev. Costs:	(TSD)			<u>\$99,450</u>
Total New Construction / Total Site Dev. Costs:				<u>\$733,200</u>
Professional/Technical Cost				
Professional Design Fee		(TNC)		\$30,000
Total Professional/Technical Cost				<u>\$30,000</u>
Subtotal				<u>\$763,200</u>
Project Contingency	5%			<u>\$38,200</u>
<b>TOTAL PROJECT BUDGET</b>				<b><u>\$801,360</u></b>





**SHERIFF KEITH BROOKS**  
**WALTON COUNTY SHERIFF'S OFFICE**  
350 Georgia Avenue, Monroe, Georgia 30655  
Office (770) 267-6557



January 27, 2026

To: John Ward

Reference: \$130,288.67 Budget Amendment Request from Reserves for New Vehicles

Please see the attached documents to support the cost of requesting two (2) additional vehicles and equipment to replace vehicles that have been totaled/damaged.

\$ 104,501.52 - (x2) 2026 Ford Explorers (54.2200)  
\$ 25,440.00 - (x2) Motorola Service Agreements/Cameras (52.2240)  
\$ 220.00 - (x2) Motorola Batteries (53.1100)  
\$ 49,060.64 - (x2) West Chatham – Small Equipment (53.1600)

---

\$ 179,222.16 - Total for two (2) Vehicles and Equipment

\$ - 48,933.49 - Insurance Reimbursement

---

**\$ 130,288.67** - Request from Reserves

A handwritten signature in blue ink, appearing to be "KB", written over a horizontal line.

Sheriff Keith Brooks

**Walton County  
Departmental Budget Amendment Request Form**

Walton County Sheriff's Office

Date: 01/27/2026

**Expenditure Budget**

Department:	Account Number	Description	Amendment Request Amount	Original Budget	Expenditures to Date	Current Balance
3300	54.2200	Vehicles	\$130,288.67	\$475,000.00	01/27/2026	\$448,302.21
3300	54.2200	Vehicles	\$48,933.49			
		(Balance in Vehicles is reserved for the Ford Lease Program – 1 <sup>st</sup> Installment TBD)				
		<b>Total Expenditure Budget</b>	<b>\$179,222.16</b>			

**Revenue Budget**

Department:	Account Number	Description	Amendment Request Amount	Original Budget	Expenditures to Date	Current Balance
1555	38.3000	Reimburse damaged property	\$48,933.49	\$ -	01/27/2026	\$ -
						\$ -
		<b>Total Revenue Budget</b>	<b>\$48,933.49</b>			

Explanation: Requesting funds to offset Budget Request to replace vehicles that have been totaled/destroyed

  
Approved by

01/27/2026

Date

BOC Approved

**LOGANVILLE FORD**

3460 ATLANTA HWY  
LOGANVILLE GA 30052  
770-554-9984

## RETAIL PURCHASE AGREEMENT

Dealership License #: N/A

Cust#: XHA86526

Deal #: 74247

Purchaser's Name(s): WALTON COUNTY BOARD OF COMM

Date: 12/09/2025

Address: 303 S HAMMOND DR STE 330 MONROE GA 30655-2904

County: **WALTON**

**Telephone (1): 770-267-8557**

**Telephone (2):**

**DOB:**

**E-mail:** [kjm.mccord@co.walton.ga.us](mailto:kjm.mccord@co.walton.ga.us)

D.L./State I.D.#:

**Issuing State:**

Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2025		MAKE FORD		MODEL EXPLORER		COLOR BLACK		STOCK NO.	
VIN/SERIAL NO.				ODOMETER READING <input type="checkbox"/> Not Accurate			SALESPERSON		
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL			<input type="checkbox"/> RENTAL		<input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>						CASH PRICE OF VEHICLE		49980.76	
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below, or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.</p> <p><b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La Información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La Información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.</p> <p><input type="checkbox"/> We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>						WRAP AND DECALS		1675.00	
						TINT		595.00	
						N/A		N/A	
						N/A		N/A	
						N/A		N/A	
						N/A		N/A	
						N/A		N/A	
						N/A		N/A	
<b>TRADE-IN VEHICLE INFORMATION</b>						TOTAL SELLING PRICE		52250.76	
Year:		Make:		Model:		Color:			
N/A		N/A		N/A		N/A			
VIN/Serial No.:				Odometer Reading:					
N/A				<input type="checkbox"/> Not Accurate		N/A			
Trade-In Allowance:				Balance Owed & Lienholder:					
N/A				N/A					
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>						TOTAL DUE		52250.76	
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION <input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT						LESS DEPOSIT/DOWN PAYMENT*		N/A	
						LESS REBATE		N/A	
<p>*The Deposit/Down Payment received from you is <u>not</u> refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will hold the Vehicle for <u>N/A</u> days.</p> <p>X _____</p>						N/A		N/A	
						LESS CASH DUE AT DELIVERY		N/A	
<input type="checkbox"/> If this box is marked, the Vehicle you are purchasing must pass an Emissions inspection. Please see the attached Certificate of Emission Inspection or Waiver.						AMOUNT TO BE FINANCED (See Paragraphs 11 and 14)		52250.76	

## Purchase

Accepted by Authorized Dealership Representative

N/A

**Purchaser**  
**DealerCAP**

53187\*1\*LOG-FI  
CATALOG #8853162

12/08/2025 11:37 am  
© 2015 CDK Global LLC Georgia (d



Preview Order W001 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 12/09/2025 11:20:58 Receipt: NA

Dealership Name: Loganville Ford

Sales Code: F21472

Dealer Rep.	David Gunter	Type	Fleet	Vehicle Line	Explorer	Order Code	W001
Customer Name	WALTON COUNTY	Priority Code	83	Model Year	2026	Price Level	615

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$48550	SPOT LAMP LED DUAL - WHEEL	\$880
119 INCH WHEELBASE	\$0	KEYED ALIKE - KEY CODE B	\$50
TOTAL BASE VEHICLE	\$48550	NOISE SUPPRESSION BOND STRAPS	\$100
AGATE BLACK METALLIC	\$0	POL WIRE HARNESS CONNECTOR KIT	\$200
CLOTH BUCKETS/VINYL REAR SEATS	\$0	POLICE WIRING KIT REAR	\$0
ONYX INTERIOR	\$0	POLICE WIRING KIT FRONT	\$0
EQUIPMENT GROUP 500A	\$0	REAR DR HNDL AND LOCKS INOPR	\$0
FIM STEREO	\$0	DEFLECTOR PLATE	\$340
3.0L ECOBOOST V6 ENGINE	\$2850	FRONT LICENSE PLATE BRACKET	\$0
10-SPEED AUTO TRANSMISSION	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
HID PLUNG W/R HNDL INOPERABLE	\$160	FUEL CHARGE	\$0
ULTIMATE WIRING KIT	\$640	PRICED DORA	\$0
REAR CONSOLE MOUNTING PLATE	\$0	ADVERTISING ASSESSMENT	\$0
50 STATE EMISSIONS	\$0	DESTINATION & DELIVERY	\$1695
TOTAL BASE AND OPTIONS			MSRP \$55465
DISCOUNTS			NA
TOTAL			\$55465

ORDERING FIN: QE908 END USER FIN: QE908

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*





QUOTE-3421996  
M500/V700 VaaS ELC

Billing Address:  
WALTON COUNTY BOARD OF  
COMM  
303 S HAMMOND DR STE 300  
MONROE, GA 30655  
US

Shipping Address:  
WALTON COUNTY DA OFFICE  
303 S HAMMOND DR STE 334  
MONROE, GA 30655  
US

Quote Date:12/09/2025  
Expiration Date:02/07/2026  
Quote Created By:  
Peter Picciolo  
Pete.Picciolo@  
motorolasolutions.com

End Customer:  
WALTON COUNTY BOARD OF COMM

Contract: 36874 - SOURCEWELL MOBILE  
VIDEO-101223-MOT  
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-3CAM-BWC	M500 3-CAMERA IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD- 5 YEARS VIDEO-AS-A-SERVICE	1	5 YEAR	\$12,480.00	\$12,480.00	
2	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	1		Included	Included	
3	WGB-0708A	M500 ICV SYSTEM W/ RCAM, V300 WIFI DOCK	1		Included	Included	
4	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	1	5 YEAR	Included	Included	
5	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	1		Included	Included	3 YEAR
6	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	1		Included	Included	
7	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	1	5 YEAR	\$240.00	\$240.00	
8	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	1		\$110.00	\$110.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-3421996  
M500/V700 VaaS ELC

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
9	WGC02003-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS*	1	5 YEAR	Included	Included	
10	WGW00502	M500 EXTENDED WARRANTY	1	5 YEAR	Included	Included	
11	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	1	5 YEAR	Included	Included	
12	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/CAMVR POST 2020+EXPL	1		Included	Included	
13	LSV07503512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	1	5 YEAR	Included	Included	

Subtotal \$16,037.50

Total Discount Amount \$3,207.50

Grand Total \$12,830.00(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800


**MOTOROLA SOLUTIONS**
**QUOTE-3421996**  
**M500/V700 VaaS ELC**

## Pricing Summary

		Payment Term	Upfront Sale Price	
<b>Upfront Costs*</b>				
				\$110.00
<b>Upfront Subscription Fee</b>				
	Video as a Service	Annually		\$2,544.00
<b>Sub Total:</b>				<b>\$2,654.00</b>
		Payment Term	Sale Price	Annual Sale Price
<b>Year 2 Subscription Fee</b>				
	Video as a Service	Annually	\$2,544.00	\$2,544.00
<b>Year 3 Subscription Fee</b>				
	Video as a Service	Annually	\$2,544.00	\$2,544.00
<b>Year 4 Subscription Fee</b>				
	Video as a Service	Annually	\$2,544.00	\$2,544.00
<b>Year 5 Subscription Fee</b>				
	Video as a Service	Annually	\$2,544.00	\$2,544.00
<b>Sub Total:</b>				<b>\$10,176.00</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>				<b>\$12,830.00</b>

\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

## Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be Invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

**WEST CHATHAM WARNING DEVICES**

2208 GAMBLE RD  
SAVANNAH, GA 31405

# Quote

PHONE (912) 234-2600  
FAX (912) 238-1369

Customer No.: WALTONCOSA

Quote No.: 2615

Quote To: WALTON COUNTY BOARD OF COMMISSIONERS Ship To: ALPHARETTA INSTALL

303 S HAMMOND DRIVE  
STE 333  
MONROE, GA 30655

FAX NUMBER: (770) 266-1500

Date	Ship Via	F.O.B.	Terms	
12/09/2025		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	KASSY DORSEY		01/08/2026	
Quantity	Item Number	Description	Unit Price	Amount

(1) 2026 FPIU PATROL  
VIN#

2	WHE-CEM16	Expansion Module Wecan X 16 output 4 Input	175.20	350.40
1	WHE-CHWLFE29	Chowler WCX One Speaker 20-25 Suv & mt bracket	453.60	453.60
1	WHE-CV2V	Vehicle To Vehicle Module, includes Internal Antenna	222.60	222.60
1	WHE-EB8EEEE	LEGACY WCX 48" BW/BW/BW/BW B/C FRONT; B/A REAR	2059.00	2059.00
1	WHE-MKAJ105	MKAJ105 ADJ STRAP 48-55" 20-25 INT SUV \$\$ INC ABOVE	0.00	0.00
1	WHE-C399	CENCOM CORE WecanX *C399K kit & CCTL are separate purchase *	975.00	975.00
1	WHE-CCTL6	CORE HEAD W/ROTARY KNOB	0.00	0.00
1	WHE-C399SP	SCANPORT for C399	0.00	0.00
2	WHE-SA315U	SA315U SPEAKER	177.16	354.32
2	WHE-SAK1	SA315 Mt Kit Universal	31.80	63.60
1	WHE-CEXAMP	Amplifier Wecan X	225.60	225.60
4	WHE-I2E	Duo ION Blue/White *TOP PB CHANNEL*	123.60	494.40
4	WHE-TLI2E	ION T-SERIES LINEAR DUO B/C (2) SIDE OF PB (2) FOG LIGHT AREA	119.40	477.60
1	WHE-TCRWX2-E	Tracer 2 LAMP WecanX DUO INC Duo Head Blue/Clear *front push bumper*	430.20	430.20

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.



**WEST CHATHAM WARNING DEVICES**

2208 GAMBLE RD  
SAVANNAH, GA 31405

# Quote

PHONE (912) 234-2600

FAX (912) 238-1369

Customer No.: WALTONCOSA

Quote No.: 2615

Quote To: **WALTON COUNTY BOARD OF COMMISSIONERS** Ship To: **ALPHARETTA INSTALL**

303 S HAMMOND DRIVE

STE 333

MONROE, GA 30655

FAX NUMBER: (770) 266-1500

Date	Ship Via	F.O.B.	Terms	
12/09/2025		Origin	NET 30	
Purchase Order Number		Sales Person	Quote Expires	
		KASSY DORSEY	01/08/2026	
Quantity	Item Number	Description	Unit Price	Amount
3	WHE-TCRLBKT	1 L' Bracket & Hardware * Sold Indiv	9.60	28.80
4	WHE-TLMI2E	MINI T-ION DUO BLUE/WHITE *one each quarter panel*	94.80	379.20
1	WHE-RPWD50	ION REAR PILLAR DUO 20-25 INT SUV (2) OEI2J; (4) OEI2E	1078.80	1078.80
2	WHE-3SRCCDCR	3" ROUND SPLIT RED/WHT COMPARTMENT LIGHT	62.40	124.80
2	WHE-TLI2J	ION T SERIES LINEAR DUO B/R *TAG MNT*	119.40	238.80
2	WHE-PSE02FCR	MEGA T-SERIES DUO FLASHER BLUE/WHITE *SIDE OF CARGO WINDOWS*	130.80	261.60
2	WHE-PSBKT90	PSBKT90 90 DEG MT KIT for Mega T-Series Lighthead	19.20	38.40
1	HAV-C-VS-0618-INUT	VS-0618-INUT 24"flat console 20-25 INT SUV	471.10	471.10
1	HAV-C-CUP2-1001	CUP2-1001 Cupholder 4" Self Adjust	51.10	51.10
1	HAV-C-AP-0325-1	C-AP-0325-1	38.50	38.50
1	HAV-C-USB-3	Dual USB-C & USB Type A Cgr	78.40	78.40
2	HAV-C-MCB	Console Mic Clip Bracket	14.70	29.40
2	MAGMIC	Magnetic Mic MMSU-1	39.95	79.90
1	HAV-C-ARM-108	Side Mounted Flip up armrest Armrest	215.60	215.60
1	HAV-C-EB40-CCS-1P	40-CCS-1P Equip Bkt for cctl6/canctl6 295ssa1	0.00	0.00
1	HAV-C-EB30-APR-1P	EB30-APR-1P 3"	0.00	0.00

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.

**WEST CHATHAM WARNING DEVICES**

2208 GAMBLE RD  
SAVANNAH, GA 31405

# Quote

PHONE (912) 234-2600

FAX (912) 238-1369

Customer No.: WALTONCOSA

Quote No.: 2615

Quote To: WALTON COUNTY BOARD OF COMMISSIONERS Ship To: ALPHARETTA INSTALL

303 S HAMMOND DRIVE  
STE 333  
MONROE, GA 30655

FAX NUMBER: (770) 266-1500

Date	Ship Via	F.O.B.	Terms	
12/09/2025		Origin	NET 30	
Purchase Order Number		Sales Person	Quote Expires	
		KASSY DORSEY	01/08/2026	
Quantity	Item Number	Description	Unit Price	Amount
		APX4500 REMOTE		
1		10" of FP Filler Plates	0.00	0.00
1	HAV-C-DMM-3028	HEAVY DUTY DASH MT PI SUV	413.70	413.70
1	HAV-DS-PAN-1215N	Docking Station for Panasoni TOUGHBOOK 33 & 33 w/ 5G Advanced Port Repl. & Havis Power Supply	1061.90	1061.90
1	HAV-PKG-KB-2002	PKG - USB RUGGED KEYBOARD w/ Mount (NO EMERG KEY) (Replaced PKG-KB-206)	521.50	521.50
1	HAV-PKG-MD-ARM-0603	Pkg - Swivel Arm & Side Pole Mnts W/6" Base, 3" Extension Extension - keyboard use only!!	256.20	256.20
1	HAV-PKG-TTPINUT12014	Premium fold-up raised cargo plate & equip tray fits 20-23 Inter SUV Combines C-TTP-INUT-1201 and C-TTP-INUT-4	1491.00	1491.00
1	HAV-PROKIT-2	Adaptt Kit for Progard TTP 20-25 Int Suv or Partition	25.20	25.20
1	HAV-SBX-1008	Large Mod Storage Drawer w/push-button Combo Lock *Lid/Mt Separate purchase*	1470.70	1470.70
1	HAV-SBX-3003	Open Storage Drawer Topper	198.10	198.10
1	PRG-S4702UINUT20OSB	Transport Seat & Rear Poly 20-24 Int Suv Partition w/p & OUTBOARD SB = (2 BOXES)	1617.00	1617.00
1	PRG-PRPSP4714UINUT20A	SPACE SAVER- CENTER SLIDE W/ 20-24 INT SUV EXP MET INS inc Rec Panel & Lower Ext	888.30	888.30

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**WEST CHATHAM WARNING DEVICES**

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12/09/2025		Origin	NET 30	
Purchase Order Number		Sales Person	Quote Expires	
		KASSY DORSEY	01/08/2026	
Quantity	Item Number	Description	Unit Price	Amount
1	PRG-GVPM****D-H	Dual Vert Tri Lock Gunrack **2026 FPIU**	509.60	509.60
1	WES-36-2125	PUSHBUMPER 20 - 25 INT SUV	1100.00	1100.00
1	WES-36-2125PB	PIT BAR 20 - 25 INT SUV \$\$ INC ABOVE	0.00	0.00
1	WES-36-2125W	WING WRAP FOR BUMPER 20 - 25 INT SUV \$\$ INC ABOVE	0.00	0.00
1	WES-36-6005W4	Westin Channel for 4 Ions Charger Suv Durango \$\$ INC ABOVE	0.00	0.00
1	STR-75812	STINGER DS LED W/DC CHARGER	151.60	151.60
1	WHE-60CREGCS	12V WHT/RED 6" Comp Light	154.80	154.80
1	SET-WB-S-INTSUV20	WINDOW BAR STEEL Vertical 20 -25 INT SUV WK0514ITU20	230.00	230.00
1	SHOPSUPPLY	SHOP SUPPLY FEE (WIRING, LOOM, ETC)	150.00	150.00
1		FREIGHT	375.00	375.00
1	LABOR	Labor to install above & c/s APX 4500 remote, antenna, cradle point & radar	3700.00	3700.00
1		CORE HARNESS KIT  AXON C/S CAMERA	745.00	745.00
1	LABOR	Labor to install C/S Axon Camera	250.00	250.00

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.

**WEST CHATHAM WARNING DEVICES**

2208 GAMBLE RD  
SAVANNAH, GA 31405

# Quote

PHONE (912) 234-2600  
FAX (912) 238-1369

Customer No.: WALTONCOSA  
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Quote To: **WALTON COUNTY BOARD OF COMMISSIONERS** Ship To: **ALPHARETTA INSTALL**  
303 S HAMMOND DRIVE  
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12/09/2025		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	KASSY DORSEY		01/08/2026	
Quantity	Item Number	Description	Unit Price	Amount

Quote subtotal 24530.32

Quote total 24530.32

Pricing subject to Manufacture price increases & tariffs.

Returns are subject to 25% restock fee + shipping. Special ordered items may not be cancelled/returned.



## Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **02/03/2026**

Has this topic been discussed at past meetings? **Yes**

If so, When? **2001**

TOPIC: **Pinnacle Towers LLC Agreement**

Wording For Agenda: **Approval of Pinnacle Towers LLC Agreement to lease space on Whitney Rd tower at the 911 center**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Yes-Second Amendment to License Agreement**

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: **October 25, 2025**

Has the County Attorney review been completed? **Yes**

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

## SECOND AMENDMENT TO LICENSE AGREEMENT

**THIS SECOND AMENDMENT TO LICENSE AGREEMENT** (the "**Amendment**") is made and entered into effective as of the last date of execution set forth below, by and between **BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**, a political subdivision of the state of Georgia (having a mailing address of 303 South Hammond Drive, Suite 333, Monroe, Georgia 30655) ("**Owner**"), and **PINNACLE TOWERS LLC**, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to a State of Delaware conversion (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) ("**Licensor**").

### **WITNESSETH:**

**WHEREAS**, Owner and Licensor entered into that certain License Agreement dated March 31, 2001 (the "**Original License**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, described in **Exhibit "A"** attached hereto (the "**Demised Premises**");

**WHEREAS**, the Original License was amended by that certain First Amendment to License Agreement dated August 7, 2018 (the "**First Amendment**" and together with the Original License, the "**License**"); and

**WHEREAS**, the License has an original term (including all extension terms) that will terminate on August 6, 2033 (the "**Original Term**") and the parties desire to amend the License to extend the Original Term and as otherwise set forth below.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The License is hereby amended as follows:

(a) **Additional Terms and Renewals**. Section 3(b) of the First Amendment is hereby deleted in its entirety and the following is substituted in lieu thereof:

Licensor shall have the right to extend this License for eight (8) additional terms of five (5) years each, provided Licensor gives Owner notice in writing at least six (6) months prior to the end of the then current term of the License.

If all such options to extend are exercised, then the final expiration of the License shall occur on August 6, 2063.

(b) **License Fee**. With respect to all additional terms added pursuant to Section 1(a) hereof, the License Fee shall continue to be payable as set forth in Section 3 of the Original License.

(c) **Right of First Refusal.** If Owner receives an offer from any person or entity to purchase fee title, an easement, a lease, a license, or any other interest in the Demised Premises, any or all of Owner's interest in the License including the rent or revenue derived therefrom, Owner shall provide written notice to Licensor of said offer, and Licensor shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Demised Premises. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Licensor does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If Licensor declines to exercise its right of first refusal, then the License shall continue in full force and effect and Licensor's right of first refusal shall survive any such conveyance. Licensor shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the License or as part of an assignment of the License. Such assignment may occur either prior to or after Licensor's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

(d) **Notice.** Licensor's notice address is hereby amended to be:

Licensor: Pinnacle Towers LLC  
General Counsel  
Attention: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

## 2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the License are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Owner and Licensor ratify, confirm and adopt the License as of the date hereof. Except as otherwise expressly amended herein, all the terms and conditions of the License shall remain and continue in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning for such term set forth in the License. In case of any inconsistency between the License and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Owner agrees to provide Licensor with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Licensor. In the event the Demised Premises is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide Licensor with a Change of Ownership Form as provided by Licensor and completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Licensor's request shall be considered a default and Licensor may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Survey.** Licensor reserves the right, at its discretion and at its sole cost, to obtain a survey (the "Survey") specifically describing the Demised Premises and any access, utility or guy wire easements associated therewith. Licensor shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Demised Premises, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties.** Owner represents and warrants that:

(i) Owner is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Owner's obligations under the License as amended hereby.

(ii) Licensor is not currently in default under the License, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensor under the License.

(iii) Owner agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the License as amended hereby, and ensure Licensor's continuous and uninterrupted use, possession and quiet enjoyment of the Demised Premises under the License as amended hereby.

(f) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(g) **Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(h) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.



(i) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to License Agreement effective as of the day and year first written above.

**OWNER:**

Signed, Sealed and  
Delivered in the Presence of:  
**GEORGIA,**

**BOARD OF COMMISSIONERS  
OF WALTON COUNTY,**

a political subdivision of the state of Georgia

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ATTEST:**

MY COMMISSION EXPIRES:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSOR:**

Signed, Sealed and  
Delivered in the Presence of:  
company

**PINNACLE TOWERS LLC,**  
a Delaware limited liability

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES

\_\_\_\_\_

**EXHIBIT "A"**

**Tower site facilities located at 2640 Whitney Road Monroe, Georgia East of Highway 11.  
Note: Licensor may, at Licensor option revise this Exhibit B to accurately reflect the description of the Demised Premises as may be determined by a survey, and/or an "as-built" construction drawing of the Demised Premises.**

Being a portion of the real property conveyed to owner pursuant to that certain deed recorded in Book 2299 Page 298, Parcel ID C1400054.



Do Not Write In This Space

Item 10.1.

Distribution:  
White – Applicant  
Yellow – State Traffic Engineer  
Pink – District Traffic Engineer

Application No. \_\_\_\_\_

Permit No. \_\_\_\_\_

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

### REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The Board of Commissioners in Walton County hereby request approval for the use of a traffic signal at the location described below:

#### LOCATION

Local Street names: Good Hope Rd at \_\_\_\_\_

State Route Numbers: 83 at 83 Conn

#### TYPE SIGNAL

☒ Stop and Go    ☐ Flashing Beacon    ☐ School Beacon    ☐ Other

#### CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

#### COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

#### INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

#### RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Clerk

<b><u>ADDITIONS TO PARKS &amp; RECREATION FEE SCHEDULE</u></b>		
The Grove CC - Activity Room	\$40/Half	\$80/Full
The Grove CC - Community Room	\$40/Half	\$80/Full
The Grove CC - Game Room	\$25/Hour	
The Grove CC - Kitchen	\$25/Hour	
The Grove - Playground Pavilion	\$100/Day/Pavilion	
The Grove - Amphitheater Pavilion	\$250 up to 4 hours	
The Grove - Amphitheater Pavilion	\$500 more than 4 hours	
The Grove - Amphitheater Concession/Kitchen	\$250/Day	
The Grove - Amphitheater Tables/Chairs	\$250/Day	
The Grove - Amphitheater Pavilion Deposit	\$250/Day	
Amphitheater Stage (includes Pavilion) Up to 500 People	\$750/Day	
Requires 2 staff members	\$25/Hour/Staff Member	
Refundable Deposit	\$500/Event	
Amphitheater Stage (includes Pavilion) Up to 1,000 People	\$1,250/Day	
Requires 4 staff members	\$25/Hour/Staff Member	
Refundable Deposit	\$500/Event	
Amphitheater Stage (includes Pavilion) More than 1,000 People	\$3,250/Day	
Requires minimum 6 staff members	\$25/Hour/Staff Member	
Refundable Deposit	\$500/Event	
<b><u>UPDATES TO PARKS &amp; RECREATION FEE SCHEDULE (Updates in yellow)</u></b>		
Staff Fee (One Staff Member per 4 Fields/Courts)	\$25/Hour	
Community Room (Meridian, Felker, South Walton)	prices remain same	
Kitchen (With Rental of Room...Meridian, Felker, South Walton)	prices remain same	
Gym (Meridian, South Walton, Felker)	prices remain same	
After Hours Staff Fee	\$25/Hour	
Deposit (Meridian, Felker, South Walton Activity/Community Room, BK Court, Splash Pad)	prices remain same	

BRIAN P. KEMP  
GOVERNOR



CANDICE L. BROCE  
DIRECTOR

January 28, 2026

Walton County Board of Commissioners  
Attention: Rhonda Hawk

RE: Initial appointment of DFCS Board Member

To Whom It May Concern:

This letter is being submitted to formally request the appointment of Jennifer Chatham. Ms. Chatham currently services as the assistant superintendent for the Social Circle City Schools. Ms. Chatham would replace Dr. Juanasha Watkins who resigned from our board effect December 31, 2025.

In discussion of an additional board member, board members felt it may be beneficial for a representative to remain from Social Circle City Schools.

The request would be for Ms. Chatham to be appointed to the Board for a 5-year term.

Thank you for your attention to this matter.

Sincerely,

*Kimberly B. Lafreniere*

Kimberly B. Lafreniere  
County Director for Walton County DFCS  
[Kimberly.lafreniere@dhs.ga.gov](mailto:Kimberly.lafreniere@dhs.ga.gov)