



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, December 02, 2025 at 6:00 PM

Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia

Phone: 770-267-1301 | Fax: 770-267-1400

AGENDA

1. PRESENTATIONS

- 1.1. Retirement Recognition - Keith Sargent, Planning & Development - Donna Butler-Youngblood, Tax Assessors - William Burt, Court Services - Charles Miller, Animal Control

2. MEETING OPENING

- 2.1. Pledge of Allegiance & Invocation
- 2.2. Call to Order
- 2.3. Roll Call

3. ADOPTION OF AGENDA

- 3.1. Additions/Deletions

4. DISCUSSION

- 4.1. County Manager's Report/Update
- 4.2. MOU with The City of Monroe - Funding for North Loop

5. OLD BUSINESS

- 5.1. OA25-0356 Amendment to Impact Fee Ordinance - 2nd Public Hearing - Final Adoption

6. PLANNING & DEVELOPMENT

- 6.1. CU25-0321 - Conditional Use on 1.47 acres for a place of worship for Buddha study & meditation - Applicant/Owner: Paula Kim Nguyen - property located at 3550 Bay Creek Church Road & Bay Creek Drive - Map/Parcel N044A032 - District 1

Planning Commission recommended denial.

- 6.2. Z25-0327 - Rezone 2.28 acres from A1 to R1 to create a buildable lot - Applicant/Owner: Kim Crowe - property located at 3707 Tom Brewer Road - Map/Parcel C0470010 - District 2

Planning Commission recommended approval as submitted.

- 6.3.** Z25-0332 - Rezone 1.00 acre from A2 to B3 to conform with future land use - Applicant/Owner: Bill Shea - property located at 782 Highway 11 - Map/Parcel C1350044 - District 5

Planning Commission recommended approval as submitted.

- 6.4.** Z25-0333 - Rezone and Conditional Use on 2.06 acres from A2 to B2 for parking of commercial vehicles and conditional use for outside storage - Applicant/Owner: Jose Alvarez Salazar - property located at 1125 Highway 81 & Guthrie Cemetery Road - Map/Parcel C0520075 - District 3

Planning Commission recommended denial.

- 6.5.** Z25-0334 - Rezone 13.13 acres from B2/A2 to B3 for commercial vehicle parking facility and Variance to permit use of the existing driveway as the access of Highway 78 - Applicant/Owner: E L K Holdings, LLC - property located at 3149 Highway 78 and Old Broadnax Mill Road - Map/Parcels C0440007A00 and C0460034D00 - District 1

Planning Commission recommended approval with the following conditions: 1) Approval of this application shall include approval of a variance to permit the use of the existing driveway as the access to Highway 78; 2) A security fence, 8 feet in height, shall be required around the entire perimeter of the project site. Fencing along the frontages of Old Broadnax Mill Road and Highway 78 shall provide an opaque screening, constructed of R-panel steel material colored grey or brown. The remainder of the fencing, along interior property lines, can match the exterior fencing or at the applicant's choosing, may be constructed of black vinyl-coated chain-link material, 8-feet in height. A digital automated access gate, as noted in the applicant's letter of intent shall be required and operational at all times; 3) Property frontage along Highway 78 shall be landscaped with evergreen trees such as Thuja 'Green Giant', Nelie R. Stevens Holly, Little Gem' Magnolia, or Cryptomeria Japonica. Trees shall be planted in a double staggered row, spaced appropriately for the species used. A minimum of 3 different species shall be used; 4) Overnight stay on property shall be strictly prohibited; 5) All parking spaces shall be clearly marked as shown on the amended site plan. Parking surfaces shall be maintained free of weeds or vegetation. Property shall be kept free of all trash and debris; 6) On-site washing and repair of vehicles shall be prohibited; 7) Junked, wrecked, salvaged, or inoperable vehicles shall not be stored on-site. Storage of vehicle parts or any other material shall be prohibited; 8) All lighting shall be directed inward to the site and shall be downward directional and full cut-off shielded. Any additional Walton County lighting requirements shall be met; 9) Berm installed adjacent to eastern property line of 2580 Highway 78. Opaque fencing and landscaping to continue from Highway 78 along this property line as well.

- 6.6.** OA25-0335 - Amendments to the Walton County Land Development Ordinance as per Amendment sheet dated 10/1/2025 (Special Fee Districts for Maintenance and Repair of Stormwater Retention/Detention Facilities)

- 6.7.** Annexation - City of Social Circle - Parcel C1710019 Hawkins Academy Road, Parcel C1710020 Roy Malcom Road

7. RESOLUTIONS

- 7.1.** Resolution to Amend Budget to Comply with H.B. 85 - Ken Wynne, Chief Judge - Alcovy Judicial Circuit

8. SHERIFF

- 8.1.** Current Sheriff's Office/Jail Employees

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

- 9.1.** Approval of November 4, 2025 Meeting Minutes
- 9.2.** Contracts & Budgeted Purchases of \$25,000 or Greater
- 9.3.** Declaration of Surplus
- 9.4.** Donation of 2008 Ford F-350 to Walton County Board of Education
- 9.5.** Ratification of Actions taken by WCWSA on November 13, 2025
- 9.6.** Acceptance of Right of Way and Slope Easement - Parcel C1200057A00 - Dry Pond Road
- 9.7.** Agreement - Southeast Corrections Probation Services - Probate Court
- 9.8.** Agreement - Southeast Corrections Probation Services - Magistrate Court
- 9.9.** Proposed 2026 Meeting Calendar
- 9.10.** Board of Elections - 2026 Qualifying Fees

10. CONTRACTS

- 10.1.** Agreement with LumenServe - E911 Towers
- 10.2.** Holland and Knight - Engagement Letter with County and City of Monroe - State Appropriations for Joint Transportation Project

11. ACCEPTANCE OF BIDS/PROPOSALS

- 11.1.** Acceptance of Bid - Dry Pond Road Culvert Replacement

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

13. ANNOUNCEMENTS

14. EXECUTIVE SESSION**15. ADJOURNMENT**

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

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

For more information, please contact Rhonda Hawk.

AN ORDINANCE OF WALTON COUNTY, GEORGIA OA25-0356

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 10/01/2025.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 04/01/2025.

First Public Hearing 11/4/2025– Amendment to Impact Fee Ordinance

Second Public Hearing 12/2/2025 – Final Adoption of Impact Fee Ordinance Amendment

Approved by the Walton County Board of Commissioners on this 2nd day of December, 2025.

David G Thompson, Chairman
Walton County Board of Commissioners
Walton County, Georgia

Attest:

Rhonda Hawk, County Clerk
Board of Commissioners
Walton County, Georgia

Charles Ferguson
County Attorney
Walton County, Georgia



Planning and Development Department Case Information

Case Number: CU25-0321

Meeting Dates: Planning Commission 11-06-2025

Board of Commissioners 12-02-2025

Applicant/Owner:

Paula Kim Nguyen
3550 Bay Creek Church Road
Loganville, Georgia 30052

Current Zoning: The current zoning is R1.

Request: Conditional Use for Place of Worship for Buddha Study and Meditation.

Address: 3550 Bay Creek Church Road & Bay Creek Drive, Loganville, Georgia 30052

Map Number/Site Area: N044A032 – 1.47 acres

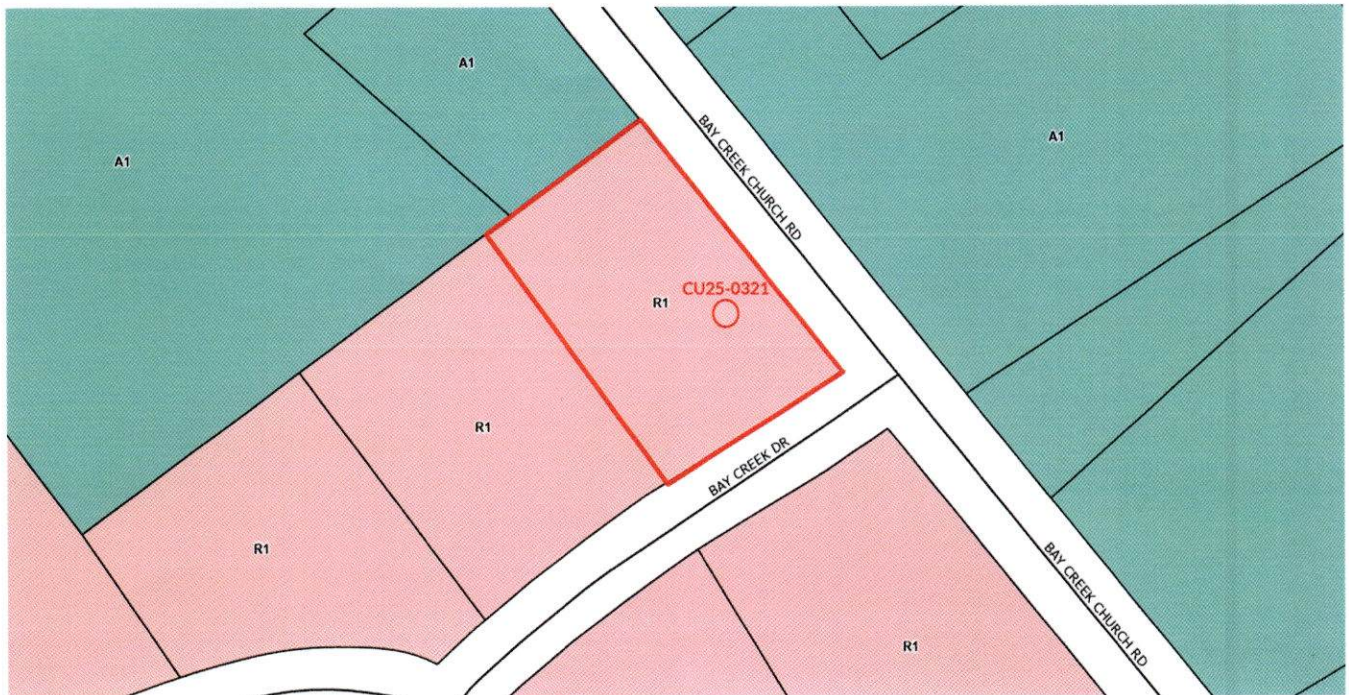
Character Area: Suburban

District 1 Commissioner- Amarie Warren Planning Commission–Josh Ferguson

Existing Site Conditions: Property N044A032 consists of a house and storage building.

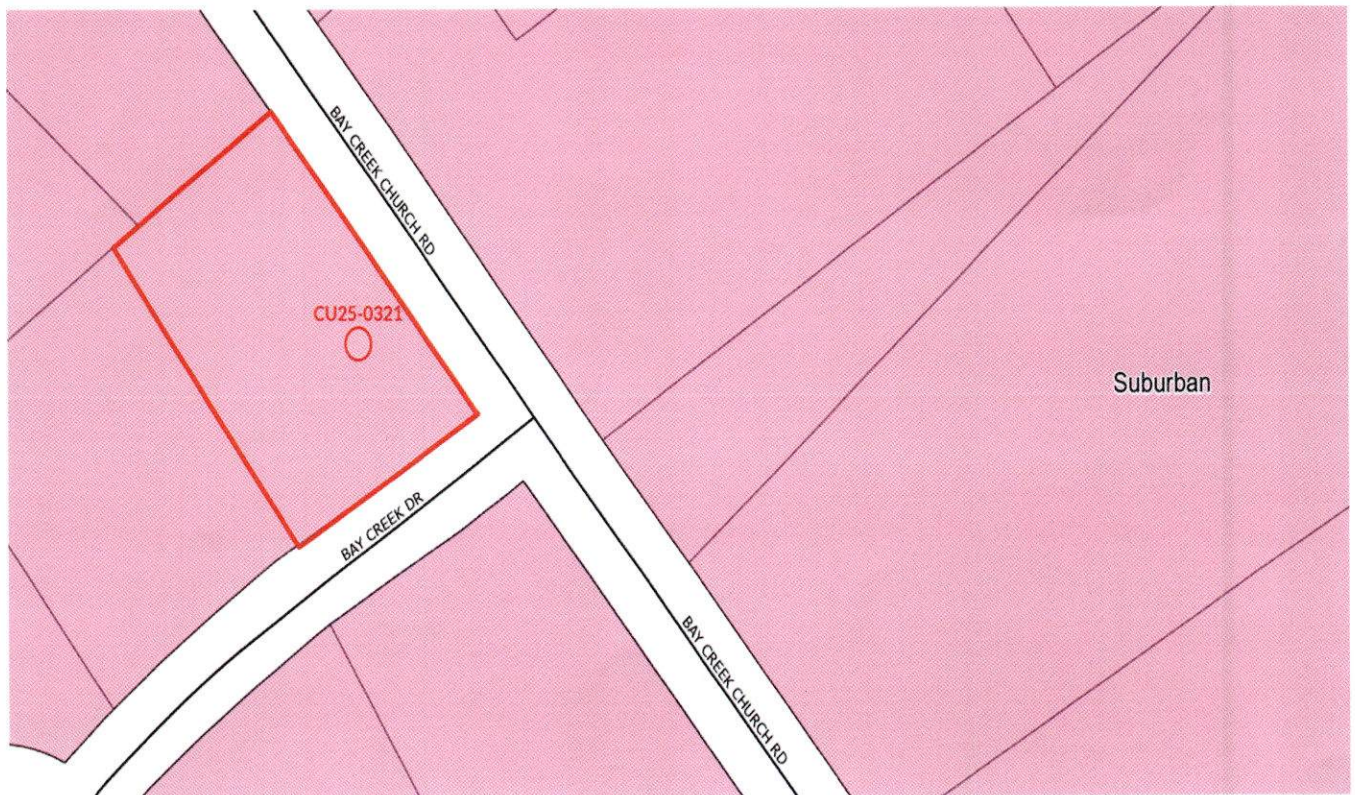


The surrounding properties are zoned A1 and R1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns: This Conditional Use is the result of a Code Enforcement case in which the owner was notified of the improper use of the property as a place of worship.

Comments and Recommendations from various Agencies:

CU25-0321 – Conditional Use on 1.47 acres for a place of worship for Buddha study & meditation – Applicant/Owner: Paula Kim Nguyen – property located at 3550 Bay Creek Church Road & Bay Creek Drive – Map/Parcel N044A032 - District 1

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

Sheriff's Department: No issues

Water Authority: This area is served by an existing 6" diameter water main along Bay Creek Church Road & Bay Creek Drive. (static pressure: 50 psi, Estimated fire flow available: 830 gpm @ 20 psi). No system impacts anticipated.

Per Jimmy Parker: Available fire flow below 1,000 GPM. Commercial uses may require the owner to install a private booster pump for fire suppression systems, if required by code. For this particular Conditional Use, State Fire Code requires a sprinkler system for any place of worship or assembly building with a seating capacity of 300 or more, or 12,000+ square feet. Not sure how big this planned facility is.

Fire Marshall Review: The business portion of this residential house shall become ADA compliant and Shall have life safety items in place. 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: This will add additional call volume for Fire and EMS Response as occupied as a business during worship times.

Board of Education: No issues.

GDOT: No comments, not fronting state R/W.

City of Monroe: No comment received.

PC Action 11/6/2025:

CU25-0321 – Conditional Use on 1.47 acres for a place of worship for Buddha study & meditation – Applicant/Owner: Paula Kim Nguyen – property located at 3550 Bay Creek Church Road & Bay Creek Drive – Map/Parcel N044A032 – District 1

Presentation: Paula Nguyen represented the case. She is asking permission to use her place for meditation and bible study which is very quiet on Sundays from 10:00 a.m. to 12:00 p.m. or 1:00 p.m. She stated that on Sunday people come to pray and do meditation there are approximately 5 to 10 people and the maximum would be 20 people. She said not many people know about meditation.

Public Comment: Brian Hammock who lives at 2700 Bay Ridge Drive stated he has concerns because this is Bay Creek Estates which is a residential subdivision. He is opposed to this and requests the Board to deny. He stated that this is not about religion but traffic. He stated that there are zoning principles and he is concerned about respect for public health and property values. He stated Walton County has a Land Use Map and rezoning and conditional use will not be correct.

Lisa & Darren Ashcraft who lives at 2799 Bay Creek Drive stated that their property borders their property. They have a 34 year old special needs daughter. They bought their property 23 years ago. She stated that their daughter has medical and behavioral issues and her bedroom is closest to this house. Their daughter does not like change. Ms. Ashcraft stated that her husband had to take early retirement to care for their daughter.

Rebuttal: Ms. Nguyen and her sister's husband, Kirk Pletcher came back for rebuttal. He stated that this is not a rezone but a conditional use. Mr. Pletcher stated he lives in Commerce, Georgia but comes here to meditate. He stated that this is not a rezoning but a conditional use and as far as traffic, this property is on the corner. The people don't come at one time and they have a meal and then the people leave. He understands the concern of the neighbor but they are not putting a sign and there is not going to be 200 people. He stated it would be like somebody coming for a dinner party. As far as people with disability, there is no noise, no chanting or beating of drums. The applicant has put money into the property to improve it and they have done planting and agriculture gardens.

Tim Hinton asked about covenants and if they had expired and someone stated that the covenants had been renewed.

Ms. Nguyen stated when she bought the property it was very quiet and they do meditation, no music and it is not a temple. It is for people to come for mediation. This is a nice peaceful place. They have room for parking and sometimes not all the people are there at the same time. This is no different than people having parties on Sundays and there is more noise there than hers.

Yum Nguyen who lives at 1936 Beach Wood Boulevard stated that as far as the next door neighbor it breaks her heart and she is respectful of the fact they are trying to maintain what they know and protecting their daughter who has special needs. She said that the neighbors think this is a hostile use but that is not true. This is just a house like family coming to visit. She has fixed the house up and has tried to add character and curb appeal. They have a garden and have planted a lot of trees. There is not much traffic and the people can park on the property and there is nobody parking on the street. This is only on Sundays where people get together to meditate and enjoy a meal together and she comes from Gainesville to enjoy the meal.

Recommendation: Motion by Josh Ferguson to recommend denial due to this property being in a single family residential neighborhood and the proposed use is not allowed but Walton County does not enforce covenants with a second by John Pringle. The motion carried unanimously.

Walton County Planning and Development

SUBMITTAL CHECKLIST
For
Conditional Use Application

- ☒ Application must be completely filled out.
- ☒ Name, address and phone number of all owners of the property.
(if more than one owner-attach as exhibit)
- ☒ Recorded Deed of property
- ☐ Recorded Plat of property
- ☒ Campaign contribution form
- ☐ Authorization to file if applicant is not the owner.
(must be notarized)
- ☒ Written documented, detailed analysis of the impact of the proposed zoning map amendment with respect to each of the standards and factors in Article 4, Part 4, Section 160 (B).
- ☒ 1 reduced copy of site plan (11X17) – Drawn by Design Professional
- ☒ Letter of intent with any conditions
- ☐ Proof of Property Taxes paid on property.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Conditional Use Application # CU25-0321

Item 6.1.

Planning Comm. Meeting Date 11-6-2025 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12-2-2025 at 6:00PM held at **WC Historical Court House**

You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel NO44A032

Applicant Name/Address/Phone #

PAULA KIM NGUYEN
3550 Bay Creek Ch.Rd.
Loganville, GA. 30052

Property Owner Name/Address/Phone

(Same)

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

E-mail: Choringotamp@gmail.com

Phone # 657-789-3122

Phone #

Location 3550 Bay Creek Ch.Rd. Bay Creek Drive Present Zoning R1 Acreage 1 1/2

Existing Use of Property: RESIDENTIAL

Existing Structures: RESIDENTIAL HOME

Property is serviced by:

Public Water: ☒ Provider: WALTON Well: ☐

Public Sewer: ☐ Provider: ☐ Septic Tank: ☒

The purpose of this conditional use is: RESIDENTIAL AND
BUDDHA STUDY - Meditation Inside the
House

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 Paula

Date

5/23/2025

\$300.00

Fee Paid 300.00

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 R1

Surrounding Zoning: North A1 South A1
East A1 West R1

Comprehensive Land Use: Suburban

Commission District: 1-Warren Watershed: /

I hereby withdraw the above application _____ Date: _____

Standard Review Questions:

Provide a written, documented, detailed analysis of the impact of the proposed zoning map amendment or conditional use with respect to each of the standards and factors specified in Section 160 listed below:

Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. *Small fence is in place but would be willing to put up a wood fence for privacy.*
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. *N/A*
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use. *No off street parking - Parking will be at the house. Estimate now is about 1 to 2 - Right now.*
4. Public facilities and utilities are capable of adequately serving the proposed use. *yes*
5. The proposed use will not adversely affect the level of property values or general character of the area. *Will not affect property values.*

Disclosure of Campaign Contributions

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


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

_____ yes ☒ no

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

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

This disclosure must be filed when the application is submitted.



Signature of Applicant/Date

Check one: Owner ☒ Agent _____

Letter of Intent

To Whom It May Concern,

I am writing to you regarding the house at 3550 Bay Creek Church Rd, Loganville, Georgia. It is my intention to use the house (in addition to living) to study Buddhism and meditation. I would like to host a "Dharma Study" (Bible study) group at the house every Sunday from 10am to 1pm. The average number of people attending would be between 5 to 10, with no more than 20.

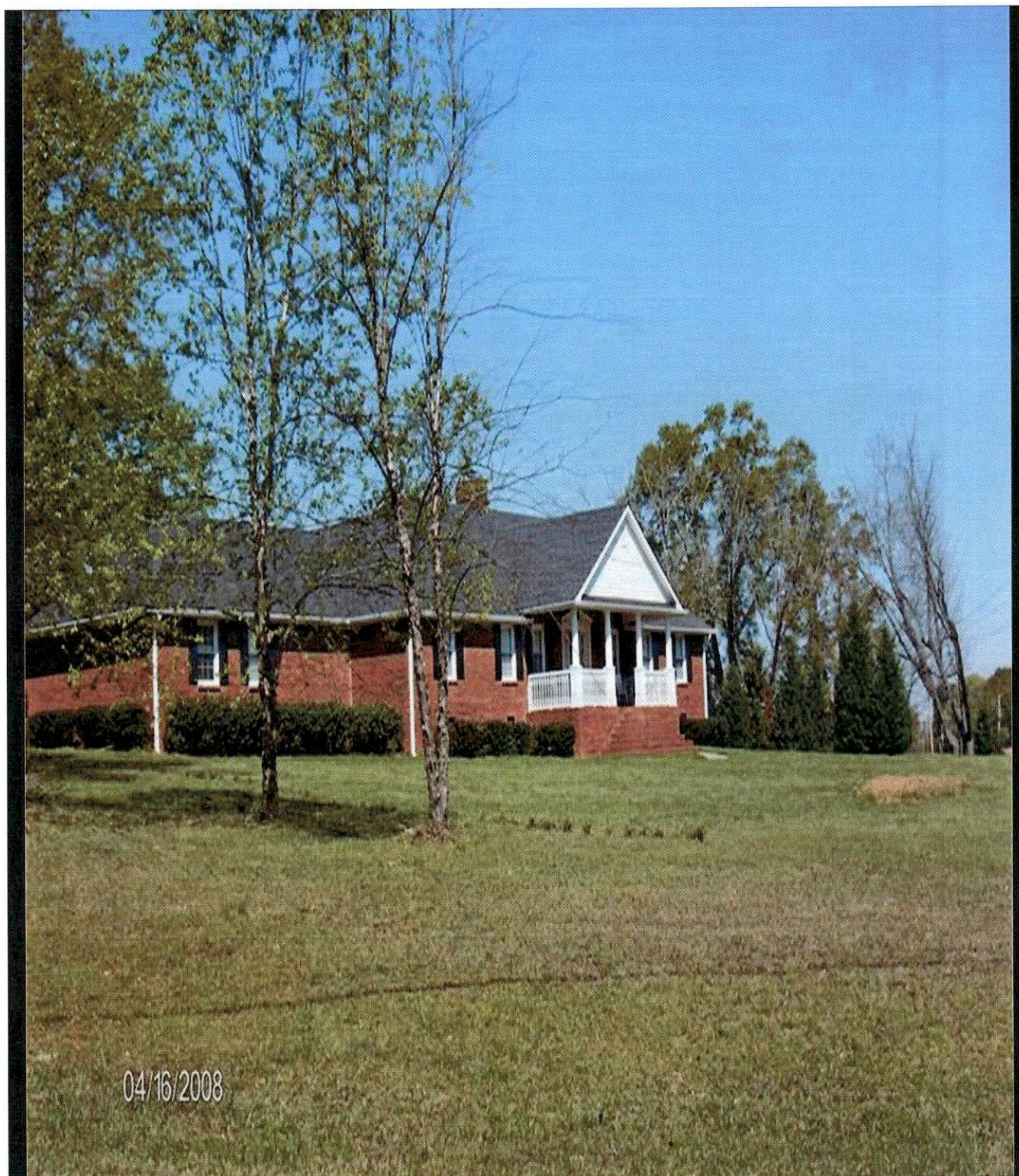
I do not intend to change "the look" of the front of the house, and my guests will not park on the street, as my property has sufficient space.

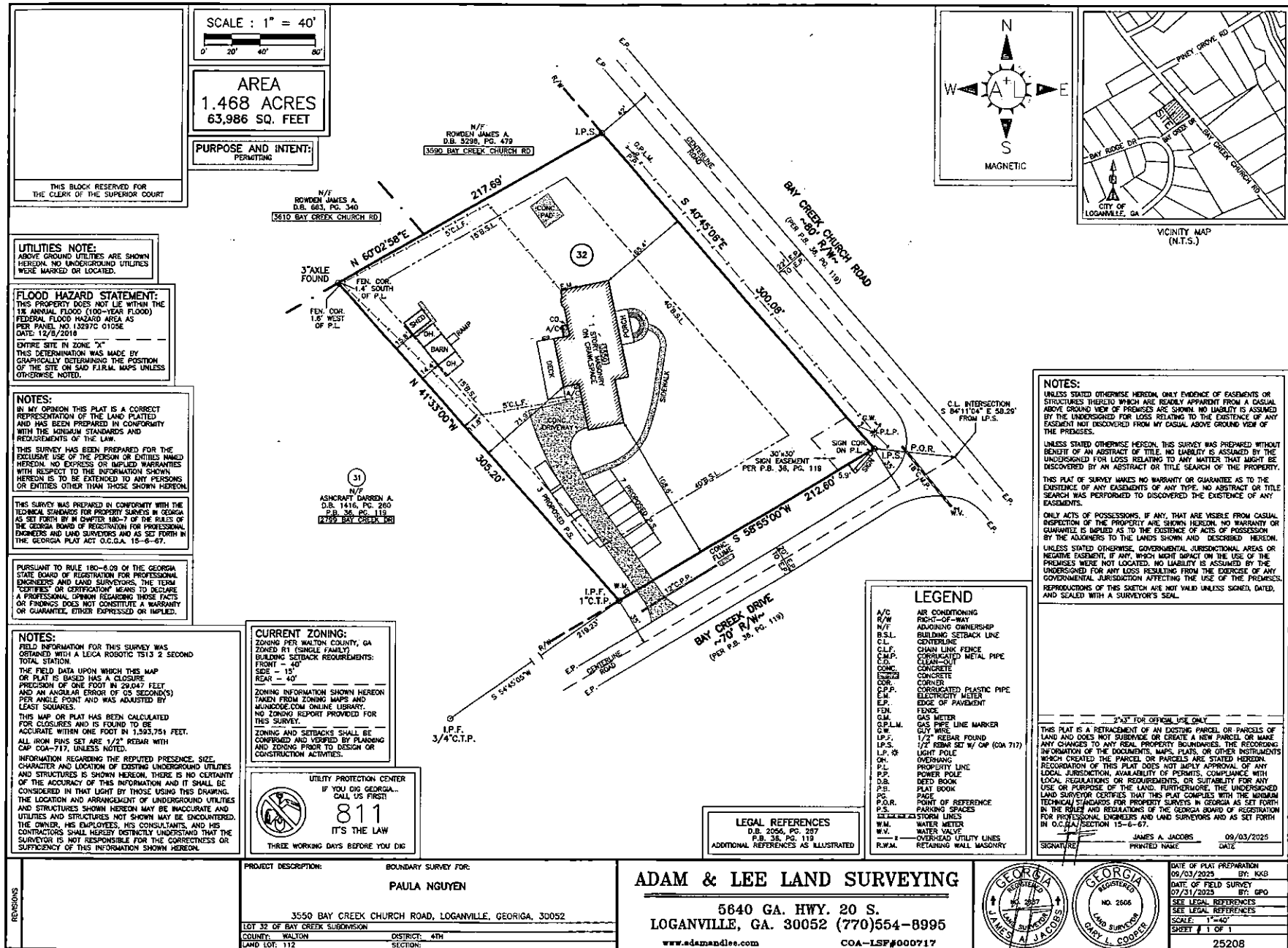
Buddhism and meditation are peaceful endeavors and are very quiet. This is why I chose this beautiful neighborhood. I do not wish to take away from this neighborhood only to add to it and make it better.

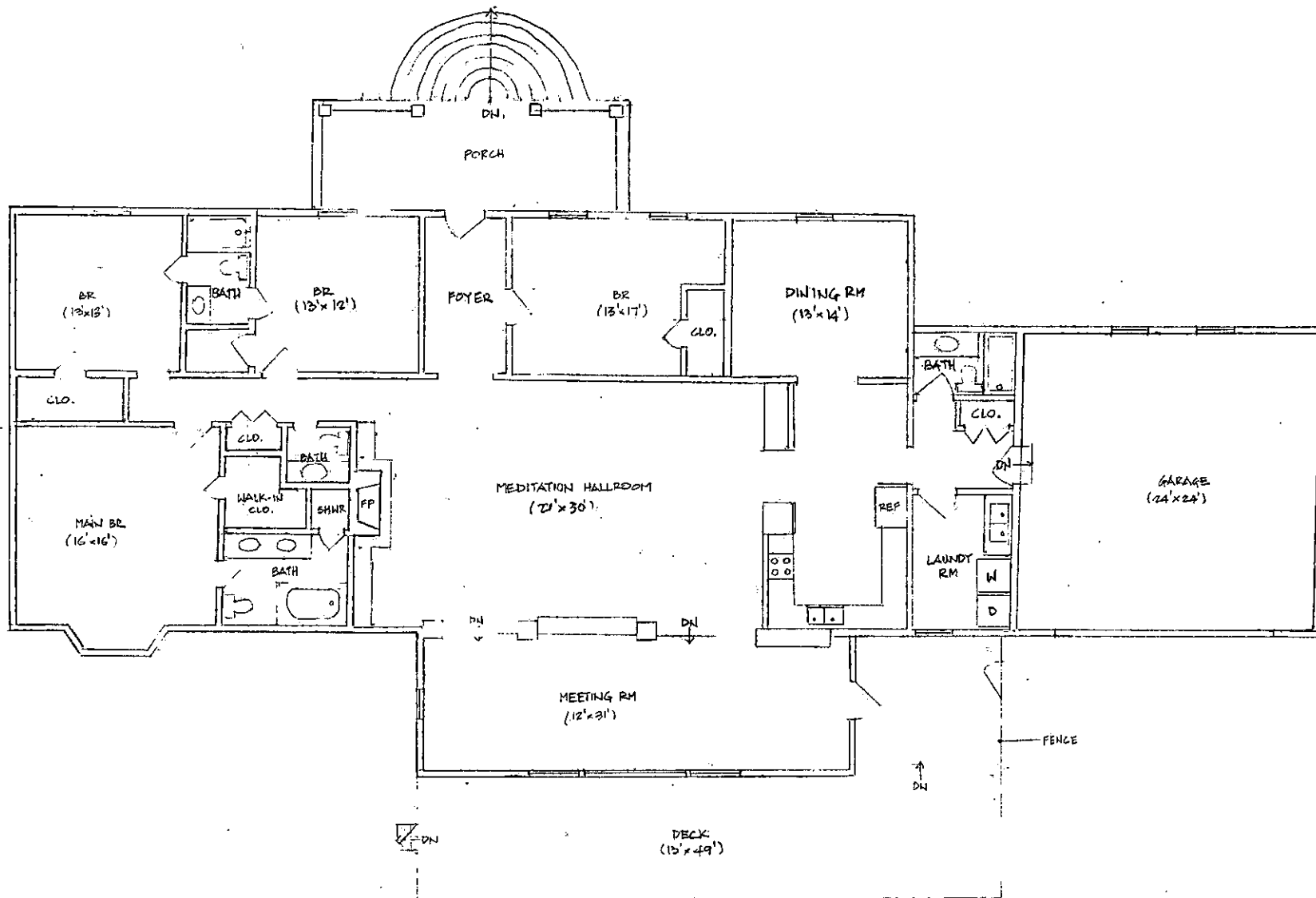
Sincerely,

Paula Kim Nguyen









SCALE: $\frac{1}{8}" = 1'-0"$
AREA: 3014 SF, 3014 SF, 3014 SF
DATE: DEC 15, 2025

PROPERTY: BAY CREEK LOT NO. 32 - WALTON COUNTY, GA
3550 BAY CREEK CHURCH ROAD
LOGANVILLE GA 30052
PARCEL NO.: N044A06000032000

OWNER: TAM CHAU ZEN MONASTERY CORP



Planning and Development Department Case Information

Case Number: Z25-0327

Meeting Dates: Planning Commission 11-06-2025

Board of Commissioners 12-02-2025

Applicant/Owner:

Kim Crowe
1490 Bradley Gin Road
Monroe, Georgia 30656

Current Zoning: The current zoning is A1.

Request: Rezone 2.28 acres from A1 to R1 to create a 1-acre buildable lot.

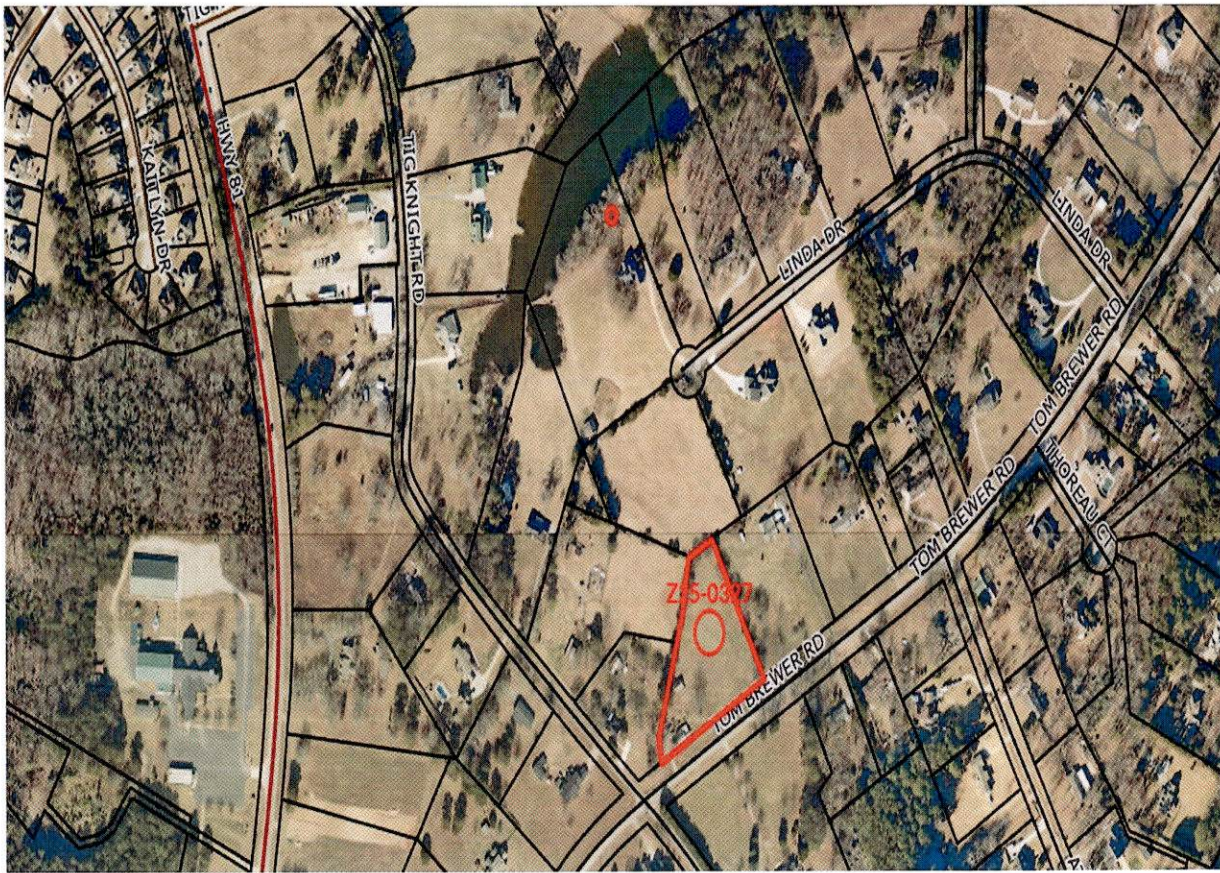
Address: 3707 Tom Brewer Road, Loganville, Georgia 30052

Map Number/Site Area: C0470010 – 2.28 acres

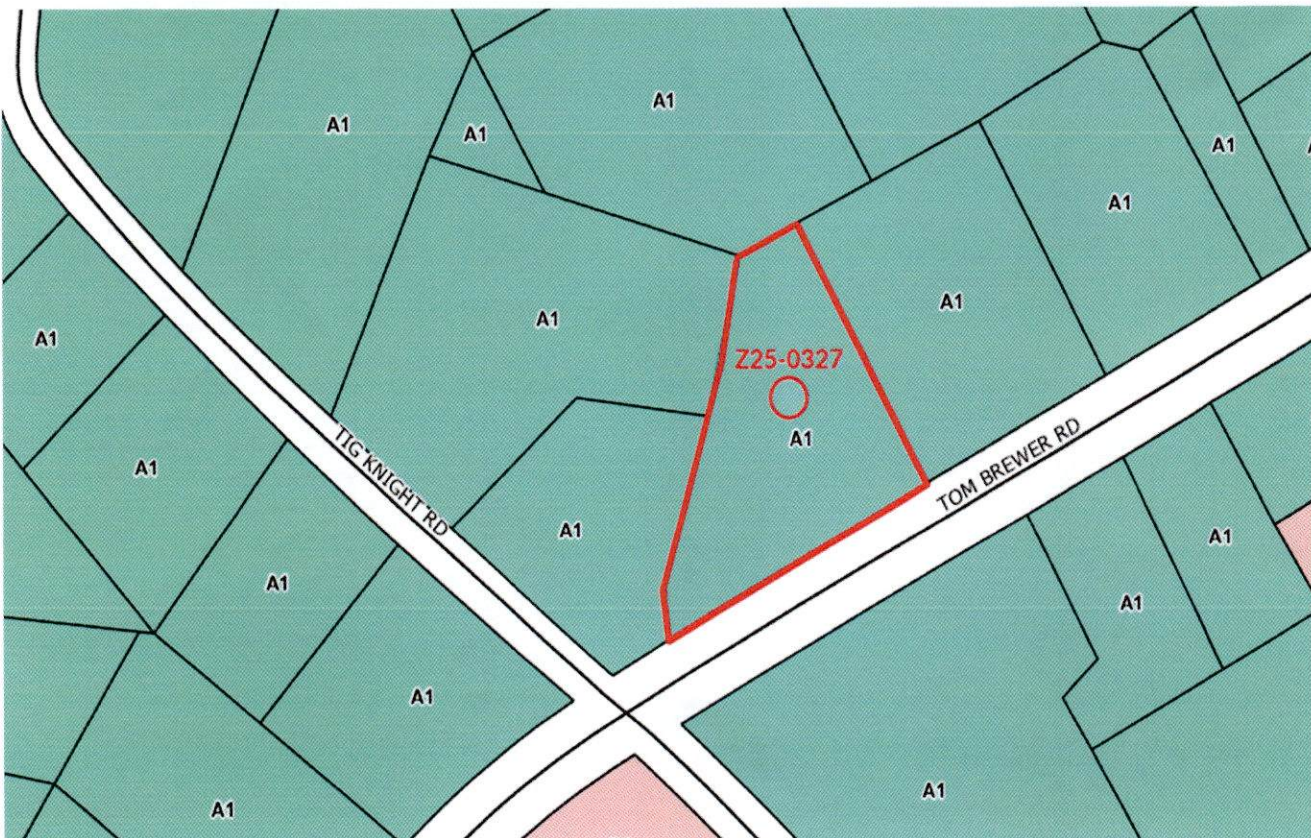
Character Area: Suburban

District 2 Commissioner- Pete Myers Planning Commission—Chris Alexander

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

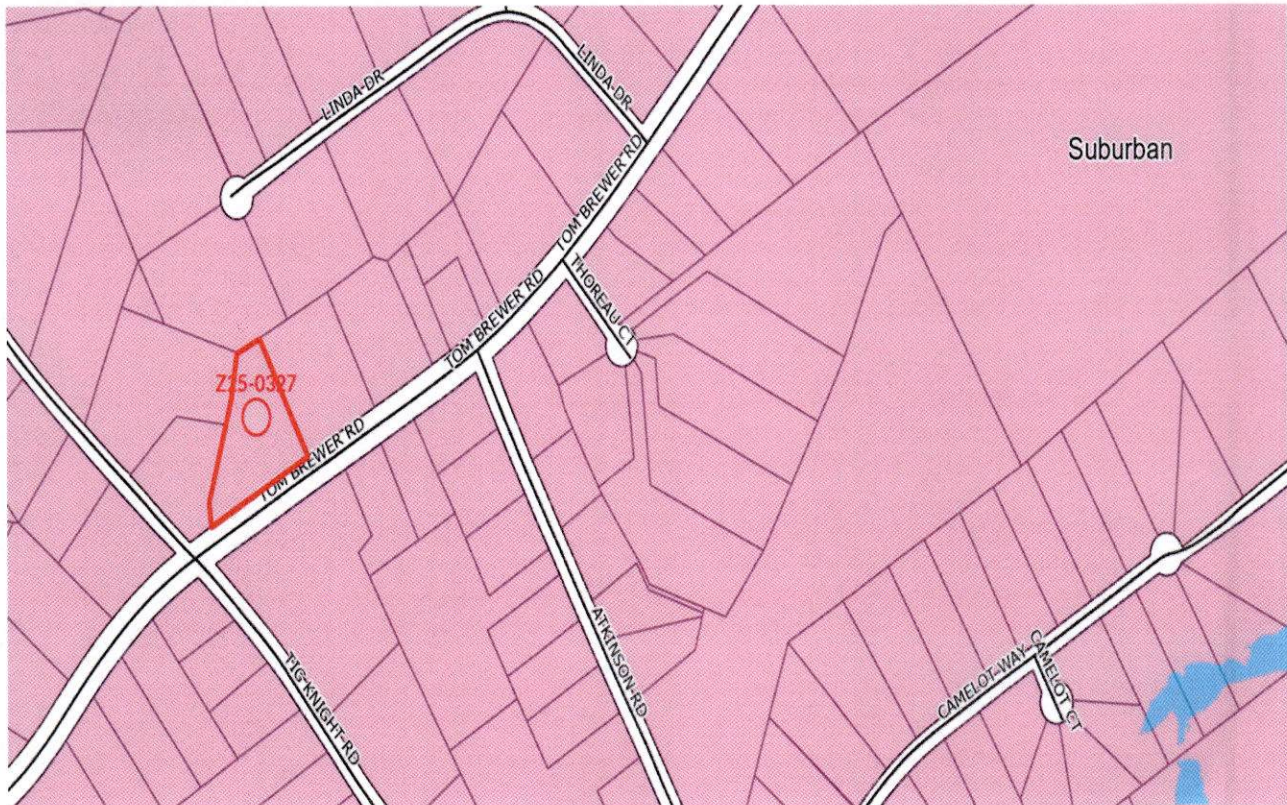


The surrounding properties are zoned A1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns:

Z25-0327 – Rezone 2.28 acres from A1 to R1 to create a buildable lot – Applicant/Owner: Kim Crowe – property located at 3707 Tom Brewer Road – Map/Parcel C0470010 - District 2

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

Sheriff's Department: No Issues

Water Authority: This area is served by an existing 6" & 10" diameter water mains along Tom Brewer Road. (static pressure: 50 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Marshall Review: No comments

Fire Department Review: No comments

Board of Education: No issues.

GDOT: No comments, not fronting state R/W.

City of Monroe: No comment received.

PC Action 11/6/2025:

Z25-0327- Rezone 2.28 acres from A1 to R1 to create a buildable lot – Applicant/Owner: Kim Crowe – property located at 3707 Tom Brewer Road – Map/Parcel C0470010 – District 2

Presentation: Kim Crowe represented the case and her address is 1490 Bradley Gin Road. She purchased this property and would like to split it into 2 lots. The house will be on 1 acre and she needs the zoning changed to R1 so she can build a house on the other 1.28 acres.

Public Comment: None

Recommendation: Motion by Chris Alexander to recommend approval as submitted with a second by John Pringle. The motion passed unanimously.

#400.00

Walton County Planning and Development

SUBMITTAL CHECKLIST for REZONING APPLICATION

- ☒ Application must be completely filled out.
- ☒ Name, address and phone number of all owners of the property.
(If more than one owner-attach as exhibit)
- ☒ Recorded Deed of property
- ☒ Recorded Plat of property
- ☒ Campaign contribution form
- ☒ Authorization to file if applicant is not the owner.
(Must be notarized)
- ☒ Article 4, Part 4, Section 160 (A) - Provide written documentation addressing statements 1-6 (attached)
- ☒ 1 reduced copy of site plan (11X17)
- ☐ Letter of intent with any conditions.
- ☐ Proof of property taxes paid on property

3707 Tom Brewer

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

NOTICE: Due to file size, not all application materials are attached.
Full documents are available for review upon request by contacting
the Walton County Planning Department,
126 Court Street, Monroe, GA 30655.

Rezone Application # Z25-0327
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 11-6-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12-2-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0470010

Applicant Name/Address/Phone #

Kim Crowe
1490 Bradley Gin Rd
Monroe, GA 30656
 E-mail address: _____

Property Owner Name/Address/Phone

Kim Crowe
1490 Bradley Gin Rd
Monroe
 (If more than one owner, attach Exhibit "A")

Phone # 404-788-1564

Phone # Same

Location: 3707 Tim Brewer Rd. Requested Zoning R-1 Acreage 2.28

Existing Use of Property: one acre has house / one acre vacant

Existing Structures: home + barn

The purpose of this rezone is splitting one acre to build new home

Property is serviced by the following:

Public Water: X Provider: Walton County Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: X

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

Signature Kim Crowe Date 9-29-25 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: Suburban **DRI Required?** Y _____ N ✓

Commission District: 2-Pete Myers Watershed: ✓ TMP ✓

I hereby withdraw the above application _____ Date _____

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;

All properties are residential

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

I want a 1 acre building lot

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

No effect to property values

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

No effects.

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

The one acre lot is suitable to
build a house.

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

The lot has been part of an existing
house lot. I want to divide
the property into 2 - one acre lots

Disclosure of Campaign Contributions

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

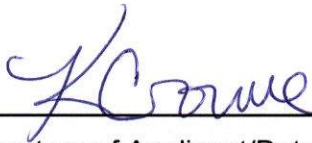
Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____yes ☒ no

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

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

This disclosure must be filed when the application is submitted.



Signature of Applicant/Date

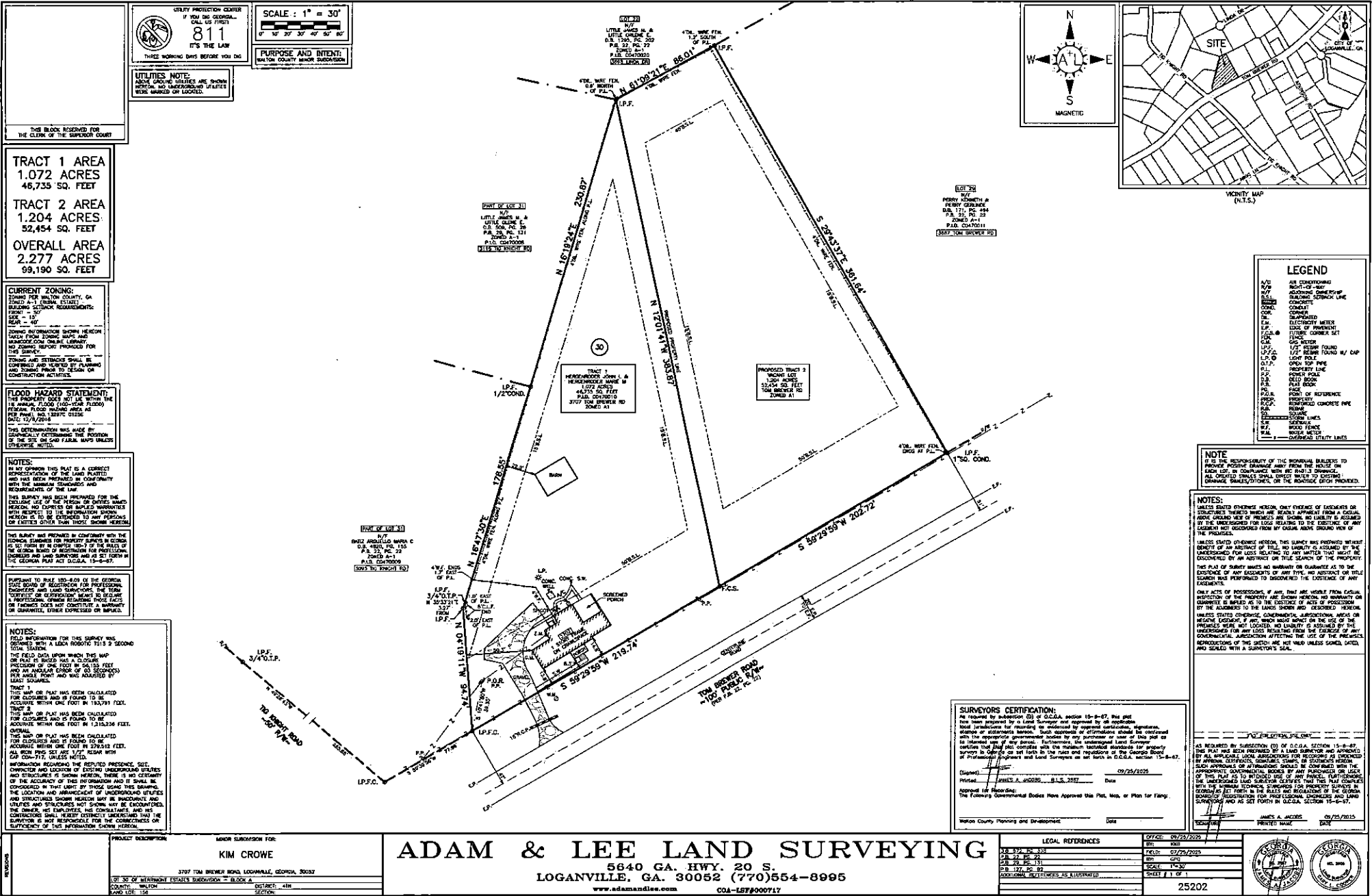
Check one: Owner ☒ Agent _____

September 29, 2025

The property is 2 acres with a home currently zoned A-1. I want to change the zoning to R-1 so I can divide the property into two one-acre tracts. I want to build a new home on the empty one acre tract. This is a wide piece of property so it can meet all specifications to dividing it into two tracts.

Thanks,

Kim Crowe
(404)788-1564





Planning and Development Department Case Information

Case Number: Z25-0332

Meeting Dates: Planning Commission 11-06-2025

Board of Commissioners 12-02-2025

Applicant/Owner:

Bill Shea
1370 Monroe Drive
Monroe, Georgia 30656

Current Zoning: The current zoning is A2.

Request: Rezone 1.00 acre from A2 to B3 to conform with future land use.

Address: 782 Highway 11, Monroe, Georgia 30656

Map Number/Site Area: C1350044 – 1.00 acre

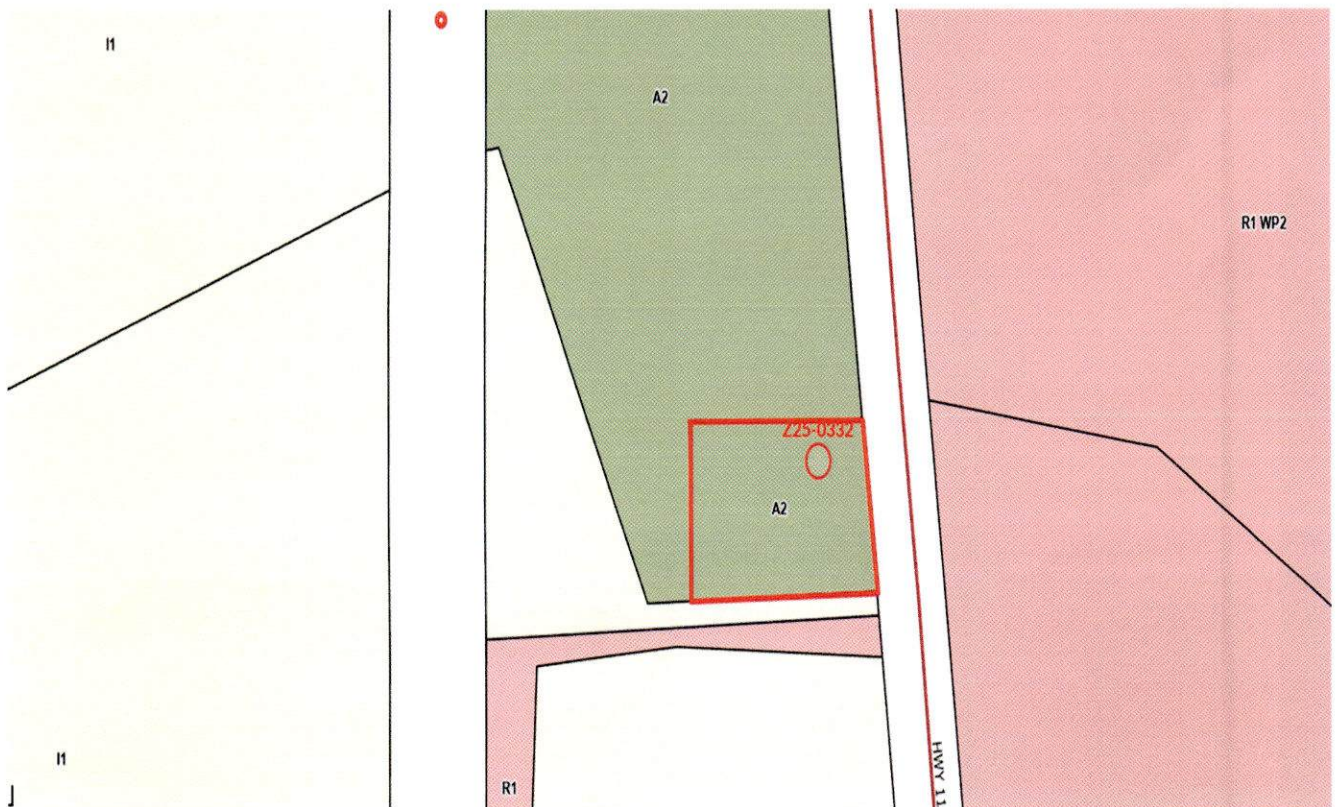
Character Area: Highway Corridor

District 5 Commissioner- Jeremy Adams Planning Commission –Tim Hinton

Existing Site Conditions: Property consists of a house.

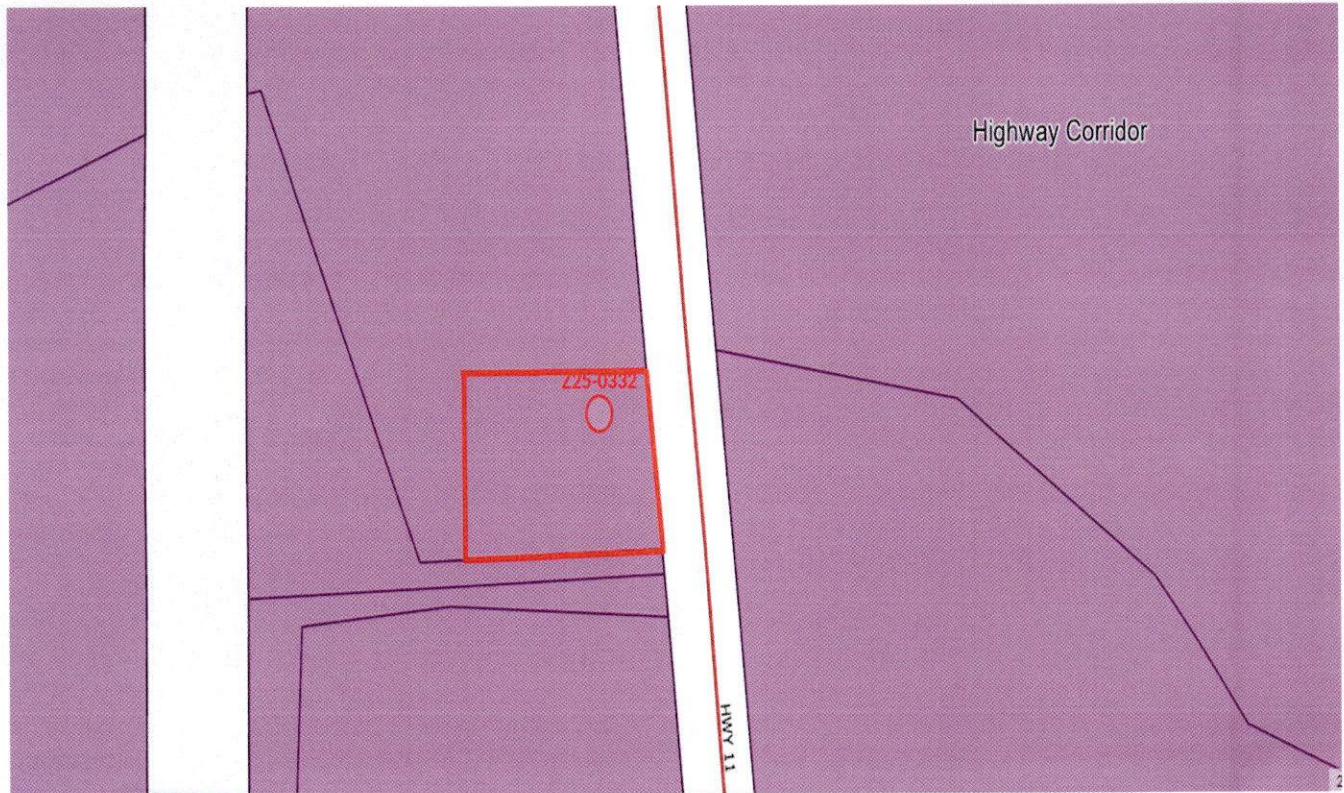


The surrounding properties are zoned A2, R1, and M1.



The property is not in a Watershed Protection Area.

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



History: No History

Staff Comments/Concerns:

**Z25-0332 – Rezone 1.00 acre from A2 to B3 to conform with future land use -
Applicant/Owner: Bill Shea – property located at 782 Highway 11 – Map/Parcel C1350044 -
District 5**

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

Sheriff's Department: No issues

Water Authority: This property is located within the City of Monroe Service Area.

Fire Marshall Review: No Comments while undeveloped: 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:

Board of Education: No issues.

GDOT: Will need to coordinate with GDOT for a commercial driveway access.

City of Monroe: No comment received.

PC Action 11/6/2025:

Z25-0332 – Rezone 1.00 acre from A2 to B3 to conform with future land use – Applicant/Owner: Bill Shea – property located at 782 Highway 11 – Map/Parcel C1350044 – District 5

Presentation: John Shea who lives at 808 McDaniel Street represented the case. He stated that Bill Shea is his father. He would like to rezone this property to highway business. This property abuts industrial and on the side is industrial and it is right below the new bypass. Josh Ferguson stated that he knows where this is and Tim Hinton stated that he rode out to look at the property. He also understands that the Applicant just wants to get the property zoned commercial for the future.

Public Comment: None

Recommendation: Motion by Tim Hinton to recommend approval as submitted with a second by John Pringle. The motion passed unanimously.

Rezone Application # 225-0332
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 11-6-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12-2-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1350-044 (C1350044)

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Bill Shea

Bill Shea

1370 Monroe Drive

1370 Monroe Drive

Monroe, Ga. 30656

Monroe, Ga. 30656

E-mail address: _____

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

Phone # 7/601-7217

Phone # 7/601-7217

Location: 782 Hwy 11 Requested Zoning B-3 Acreage 1

Existing Use of Property: Residential

Existing Structures: Home, workshop

The purpose of this rezone is Conform with future Land Use

Property is serviced by the following:

Public Water: ☒ Provider: _____ Well: _____

Public Sewer: _____ 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 [Signature]

Date 9-30-25

Fee Paid \$ 650.00 ☒

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 A2

Surrounding Zoning: North A2 South M1
East R1 West A2+M1

Comprehensive Land Use: Highway Corridor **DRI Required?** Y _____ N ☒

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

I hereby withdraw the above application _____ Date _____

Letter of Intent

I, Bill Shea, am looking to change the zoning on the subject property located at 782 HWY 11, Parcel #C1350-044, from the Agricultural Zoning of A-2, to a commercial Business zoning of B-3. The subject property fronts on HWY 11 South. This zoning will bring the subject property to conform with the Future Land Use Map which has this property in a Highway Business Use district. The subject property now is adjoined to a South Parcel and a West Parcel, which are currently zoned Industrial.

Thank You for your consideration on this zoning application.

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;

Attached

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

None

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

None

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

Conforms to Existing Land Use Map

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

Conforms

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

Not Vacant

Walton County Planning and Development

SUBMITTAL CHECKLIST for REZONING APPLICATION

- ☒ Application must be completely filled out.
- ☒ Name, address and phone number of all owners of the property.
(If more than one owner-attach as exhibit)
- ☒ Recorded Deed of property
- ☒ Recorded Plat of property
- ☒ Campaign contribution form
- ☒ Authorization to file if applicant is not the owner.
(Must be notarized)
- ☒ Article 4, Part 4, Section 160 (A) - Provide written documentation addressing statements 1-6 (attached)
- ☐ 1 reduced copy of site plan (11X17)
- ☐ Letter of intent with any conditions.
- ☒ Proof of property taxes paid on property

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

NOTICE: Due to file size, not all application materials are attached.
Full documents are available for review upon request by contacting
the Walton County Planning Department,
126 Court Street, Monroe, GA 30655.

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:

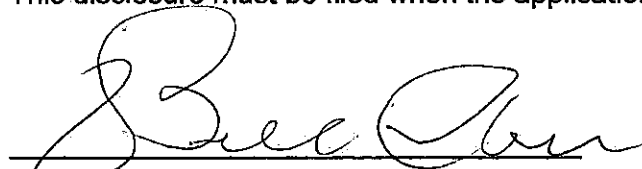
Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____ yes 7 no

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

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

This disclosure must be filed when the application is submitted.



Signature of Applicant/Date

Check one: Owner ✓ Agent _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: John Shea

Address: 808 Mc Daniel St. Monroe, Ga. 30655

Telephone: 678-372-1286

Location of Property: 782 Hwy 11
Monroe, Ga. 30655

Map/Parcel Number: C1350-044

Current Zoning: Residential Requested Zoning: B-3

N/A Property Owner Signature William P. Shea Property Owner Signature William P. Shea

Print Name: Bill Shea Print Name: Bill/William P. Shea

Address: 1370 Monroe, Dr. Address: _____
Monroe, Ga. 30655

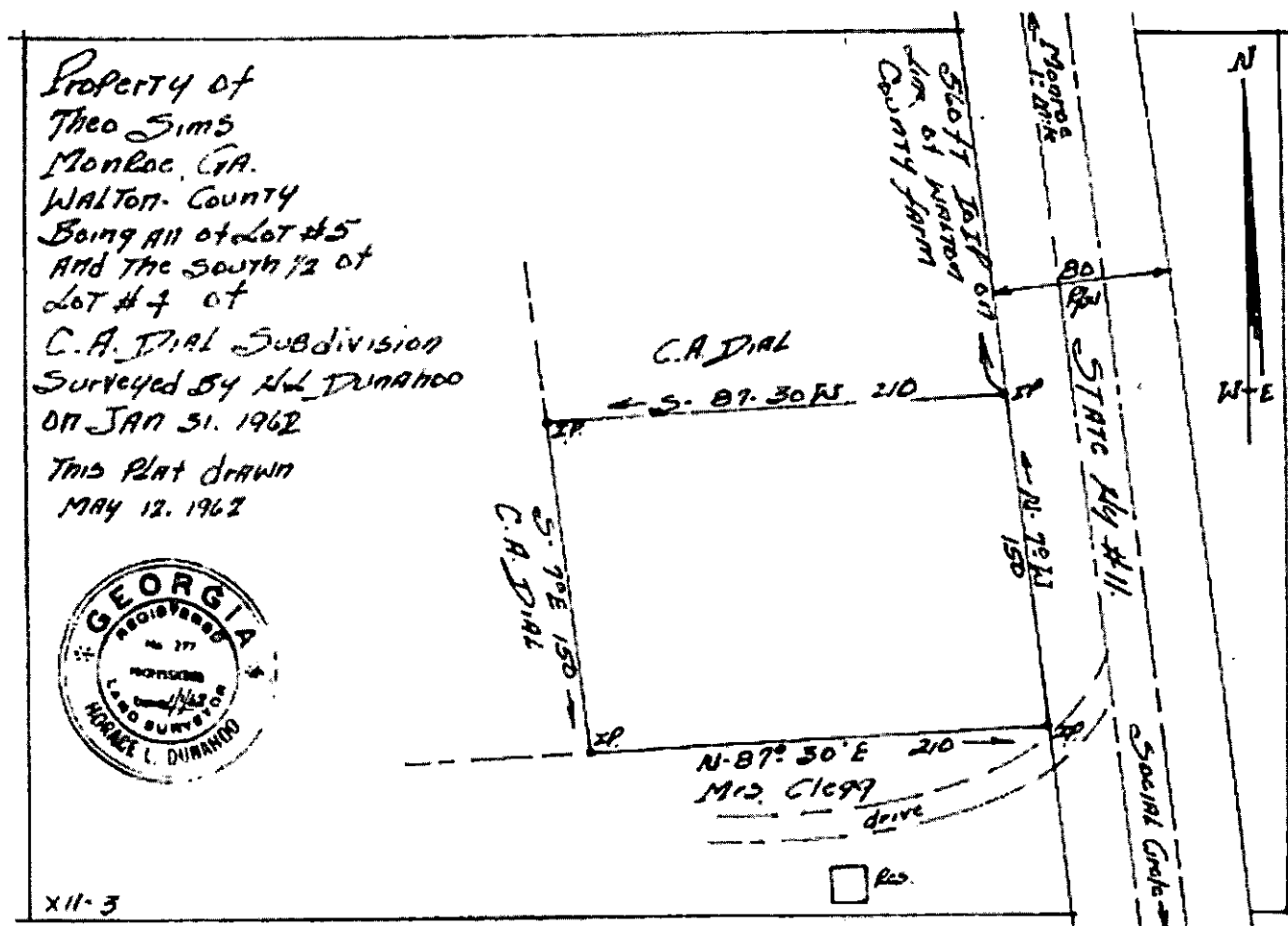
Phone #: 71601-7217 Phone #: _____

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.

[Signature]
Notary Public

9/30/2025
Date





Recorded May 30th 1962
Emma Lee Laster, Clerk



Planning and Development Department Case Information

Case Number: Z25-0333

Meeting Dates: Planning Commission 11-06-2025

Board of Commissioners 12-02-2025

Applicant/Owner:

Jose C Alvarez Salazar

1125 Highway 81

Loganville, Georgia 30052

Current Zoning: The current zoning is A2.

Request: Rezone 2.06 acres from A2 to B2 for parking of commercial vehicles and conditional use for outside storage.

Address: 1125 Highway 81 & Guthrie Cemetery Road, Loganville, Georgia 30052

Map Number/Site Area: C0520075 – 2.06 acres

Character Area: Neighborhood Residential

District 3 Commissioner- Timmy Shelnett Planning Commission –John Pringle

Existing Site Conditions: Property consists of a trailer.



The surrounding properties are zoned A, A2 and City of Walnut Grove.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Neighborhood 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 parking of commercial vehicles and outside storage.

Z25-0333 – Rezone and Conditional Use on 2.06 acres from A2 to B2 for parking of commercial vehicles and conditional use for outside storage – Applicant/Owner: Jose Alvarez Salazar – property located at 1125 Highway 81 & Guthrie Cemetery Road– Map/Parcel C0520075 – District 3

Public Works: Public Works recommends ingress/egress access to be off Hwy 81 to accommodate commercial vehicle traffic.

Sheriff's Department: Suggest that the type of commercial vehicle storage be limited. There is no proper access for large commercial tractor trailers to safely enter and exit this property.

Water Authority: This area is served by an existing 12" & 8" diameter water mains along Highway 81 & Guthrie Cemetery Road. (static pressure: 70 psi, Estimated fire flow available: 2,200 gpm @ 20 psi). No system impacts anticipated.

Fire Marshall Review: No comments while undeveloped: Project shall comply with All codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: No impacts

Board of Education: No issues.

GDOT: Will need to coordinate with GDOT for a commercial driveway access.

City of Monroe: No comment received.

PC ACTION 11/6/2025:

Z25-0333 – Rezone and Conditional Use on 2.06 acres from A2 to B2 for parking of commercial vehicles and conditional use for outside storage – Applicant/Owner: Jose Alvarez Salazar – property located at 1125 Highway 81 & Guthrie Cemetery Road – Map/Parcel C0520075 – District 3

Presentation: Jose Salazar who lives at 1231 Sunny Court is asking permission to rezone his property to commercial for his construction business and park his vehicles on the property.

John Pringle asked him how many vehicles and Mr. Salazar stated 3 trucks and parks them there 3 times a week. He state that he stores on lot 3 commercial trucks and a bobcat.

Tim Hinton asked if he was storing concrete or storing for anyone else and Mr. Salazar stated that he was not.

John Pringle asked what entrance was he going to use would it be the one on Guthrie Cemetery Road or Highway 81 and Mr. Salazar stated that he would use whatever entrance they tell him to.

Public Comment: Donald & Teresa Lindsey who live at 1102 Carter Drive which is on the corner of this property. They are speaking on behalf of the neighbors. They are not opposed of any person using their property for what they want to but this property is right across from the new park. He stated that if he put a car lot there then there will be police involvement and this is on the outside of the City of Walnut Grove. He stated that he had high hopes for this property but has seen little progress. It appears this is a violation issue and they are trying to rearrange the property but the violations will be an ongoing issue. This is a focal point for visitors. Walton County is a nice place and do you really want an eyesore across from the park,

Maxine McClendon spoke and stated she does not want trucks parked there.

Racheal Davis who is a Council Member for the Walnut Grove Downtown Authority spoke and stated that she took pictures at 3:00 p.m. today and handed those pictures out. She is opposed of this rezone due to the multi-million dollar park being across the street from this property. She stated that the county current has a future land use map

and she would like for them to deny the request because this is in conflict with the future land use map. There is a park close and it is a public enhancement and they really love it. She stated allowing outdoor storage will impact the safety and local businesses. The first impression matters and this is a gateway to our community. She said to turn away this eyesore.

Tim Hinton asked what is the number of residential homes on that state highway and Ms. Davis said she did not know. She stated that if approved you are pushing for commercial growth. She said something needs to be there to support the local park but not a gas station.

Rebuttal: Mr. Salazar came back for rebuttal and stated that his English is not that well but wanted them to know that he bought this property and it was full of trash and he has worked to clean it up and wants it make it look nice. He said he is not going to be here that long that he is going to retire in 2 more years and go back home. He stated he wants to landscape the front and make it look nice. He went on to say that he has taken 17 dumpsters of trash off of the property. He stated that he has been there and nobody complained until now. He stated that the neighbor next door and the neighbor in the back do not care if he parks things on this property. He stated again that he wants to make the place look nice but right now he is not doing it because he is waiting for a survey.

Kristi Parr with Walton County Planning and Development stated that this was a Code Enforcement case.

Recommendation: Motion by John Pringle to recommend denial with a second by Josh Ferguson. The motion passed unanimously.

Section 6-1-610 Outdoor Storage of Commercial Vehicles (20)

Conditional use in B2, allowed by right in B3, M1 and M2. Open storage of operational truck and/or trailers, antique cars and other vehicles shall be permitted provided the following conditions are met:

1. The site must have direct access to an arterial road.
2. All storage parking areas shall have and maintain a base with a minimum thickness of six (6) inches of #57 stone topped with three (3) inches of crusher run and shall provide a commercial driveway as required by GDOT that extends fifty (50) feet into the property in compliance with County Standard Design and Construction Details 3.15.
3. The area so designated shall be clearly delineated upon the site plan submitted for approval by the County.
4. The storage area shall be entirely screened from view from adjacent residential properties and public streets by a building or by the installation of an eight-foot-high opaque wall or fence.
5. Vehicles shall not be stored within the area set aside for minimum building setbacks.
6. No vehicle maintenance, washing, or repair shall be permitted on site. Pleasure boats stored on site shall be stored upon wheeled trailers. No dry stacking of boats shall be permitted on site.
7. No vehicle shall be allowed to sit and run idle from 7:00 p.m. to 7:00 a.m. unless located in an industrial park and not within one hundred (100) feet to any single-family dwelling. These regulations will not apply to the use of refrigerant compressors.
8. Outdoor lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:
 - a. Parking areas abutting residential uses shall only use cut-off luminaire fixtures mounted in such a manner that its cone of light does not cross any property line of the site.
 - b. Only incandescent, florescent, metal halide, or color corrected high-pressure sodium may be used. The same type of lighting must be used for the same or similar types of lighting on any one (1) site.
 - c. Illumination shall be designed to restrict glare and shall be directed internally so as to minimize impact on adjoining properties.

(5-3-2022; Ord. No. OA24060019-9, 11-5-2024)

Rezone Application # 225-0333

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

Planning Comm. Meeting Date 11-6-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12-2-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0520075

Applicant Name/Address/Phone #

Jose Salazar

1125 Hwy 81, Loganville

pyramidconcrete@gmail.com

E-mail address:

1125 Hwy 81 / Gothic Cemetery Rd

Property Owner Name/Address/Phone

Jose Salazar

1125 Hwy 81, Loganville

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

Phone # 770-670-3557

Phone # 770-670-3557

Location: C0520075 - 1125 Hwy 81

Requested Zoning

B2

Acreage 2.06

W/ Conditional use

Existing Use of Property: Storage

Existing Structures: trailer home

The purpose of this rezone is Commercial storage of commercial vehicles for pyramid concrete & conditional use for outside storage

Property is serviced by the following:

Public Water: ☒ Provider: Walton County Water Dept. Well: _____

Public Sewer: _____ 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 Jose Salazar Date 8/4/25 Fee Paid \$ 650.00

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 MH (A2)

Surrounding Zoning: North MH (A2) South A
East City of Walnut Grove West MH (A2)

Comprehensive Land Use: Neighborhood Residential DRI Required? Y ☒ N ☒

Commission District 3-Timmy Shelbourn

Watershed: _____

TMP _____

I hereby withdraw the above application _____ Date _____

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;

Storage Use

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

Residential area wanting it to be commercial to store belongings

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

No health issues or morals to public. Big Area so no one is impacted.

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

Bringing services to the public.

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

Perfect for Commercial Use
due to location and size.

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

I have been here 3 years. It
was vacant before me. Nearby
properties are commercial.

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.

Jose C. Abony
Signature of Applicant/Date

Check one: Owner ✓ Agent _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Jose C. Alvarez Salazar

Address: 1125 Hwy 81 Loganville GA 30052

Telephone: 770-527-4717

Location of Property: 1125 Hwy 81 Loganville
GA 30052

Map/Parcel Number: C 0520075

Current Zoning: R3 Requested Zoning: B2

Property Owner Signature

Property Owner Signature

Print Name: Jose C Alvarez Salazar Print Name: _____

Address: 1125 Hwy 81, Loganville GA 30052 Address: _____

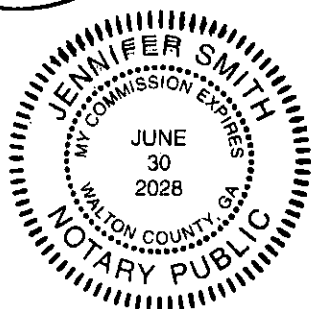
Phone #: 770-670-3557 Phone #: _____

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

Notary Public

Date

7/31/2025



10/1/2025

My name is Jose Salazar and I own the land at 1125 Hwy 81. I bought it in 2022.

I have my trucks on the property for my business.

There is a trailer on the property but nobody lives there.

I would like to keep my trucks on the property for my business Pyramid Concrete.

I also store things on the property and I am asking to have trucks and keep my things on the property.

OWNER:
SALAZAR, JOSE C ALVAREZ
1125 HWY 81
LOGANVILLE, GA 30052

[illegible]

Notes:

THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA, AS SET FORTH IN CHAPTER 38-27 OF THE OFFICIAL CODE OF GEORGIA. THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND IS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 38-4-42.

THIS SURVEY WAS NOT PREPARED WITH THE AID OF A TITLE SEARCH AND IS NOT A GUARANTEE OF THE ACCURACY OF THE EASEMENTS THAT MAY BE RECORDED.

THIS TRAVELER HAS BEEN CALCULATED FOR CLOSURES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN "TYPICAL" PLOT. EQUIPMENT USED: TOPCON CP105

FLOOD NOTE:
THIS PROPERTY IS FLOOD IN AN AREA HAVING SPECIAL FLOOD HAZARD AS PER COMMUNITY PANEL NO. 1200105F-1E. DATED DECEMBER 16, 2004. ZONE "B".

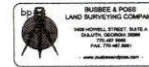
ROAD PAVEMENT WAS UNDER CONSTRUCTION AT THE TIME OF THE SURVEY.

RECORDING NO. 1 & 3 ARE IN ERROR.

REFERENCES:

1. DEED BOOK 5145, PAGE 288
2. PLAT BOOK 16, PAGE 153
3. PLAT BOOK 34, PAGE 165
4. PLAT BOOK 45, PAGE 138
5. PLAT BOOK 49, PAGE 169
6. PLAT BOOK 99, PAGE 111
7. PLAT BOOK 103, PAGE 88
8. PLAT BOOK 112, PAGE 40
9. PLAT BOOK 123, PAGE 143

REVISION NOTES



LOT 164, WAGON TRAIL, SEC. 2
BROKEN ARROW CMD (#416)
WALTON COUNTY, GEORGIA

79,832 ft² (1.833 ACRES)

JOSE C. ALVAREZ SALAZAR

BLUMBERG & POSE LAND SURVEYING CO., GA. L&P #100
MICKEY C. BLUMBERG, GA. PLS. #1207

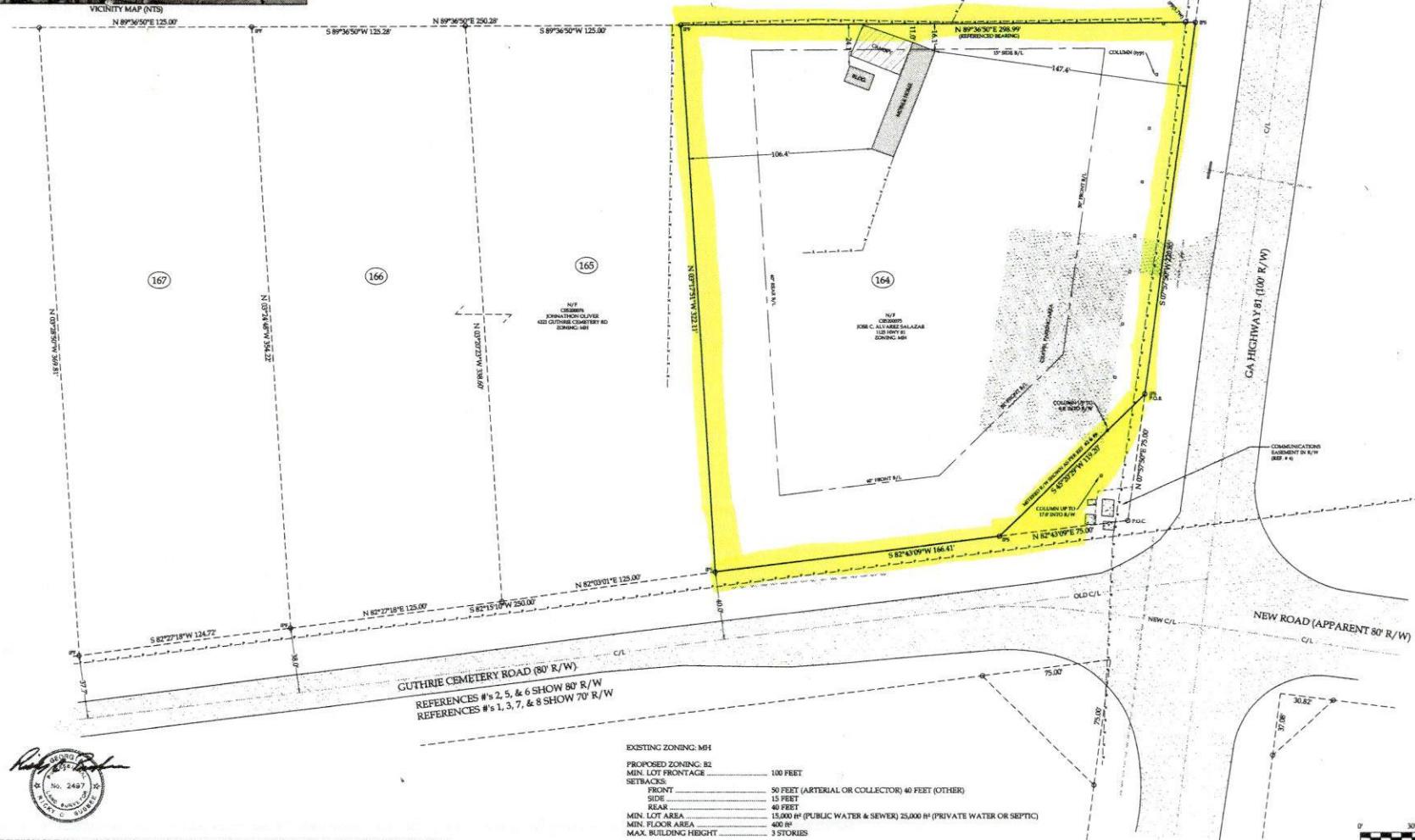
1125 HIGHWAY 81
LOGANVILLE, GA 3005

TITLE OF SURVEY			
REZONING SURVEY			
NAME OF APPLICANT	PLAT BOOK	SECTION	TOWNSHIP

1" = 30'	ON/12/2013	KB/ND	ON/12/2013
DRAWN BY	F.W. LARK		CHECKED BY
MP	BP16605		1

An aerial photograph showing a residential neighborhood. A road runs vertically through the center-right of the frame. To the left of the road, there are several rectangular plots, likely lots or fields, some of which appear to be covered in trees or dense vegetation. To the right of the road, there are several houses or buildings, some with visible roofs and walls. The overall image is in black and white, with a grainy texture.

VICINITY MAP (NTS)

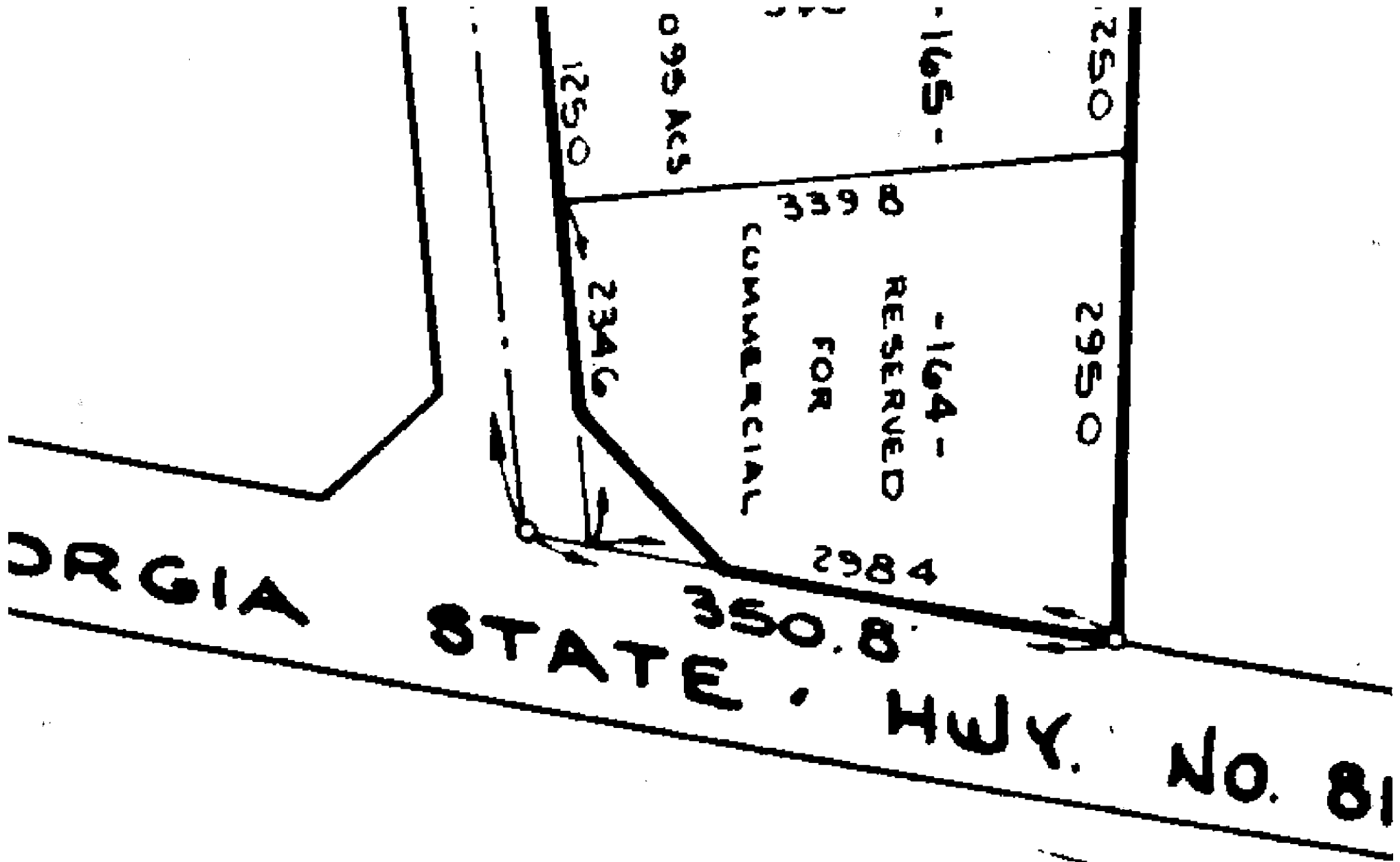


THE PURPOSE OF THIS PLAT IS TO SUPPORT A REZONING APPLICATION AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
A FINAL PLAT WILL NEED TO BE REVIEWED AND APPROVED BY THE LOCAL MUNICIPALITY PRIOR TO RECORDING.

EXISTING ZONING: M1	
PROPOSED ZONING: B2	
MIN. LOT FRONTAGE	100 FEET
SETBACKS:	
FRONT	50 FEET (ARTERIAL OR COLLECTOR) 40 FEET (OTHER)
SIDE	15 FEET
REAR	40 FEET
MIN. LOT AREA	15,000 sq ft (PUBLIC WATER & SEWER) 25,000 sq ft (PRIVATE WATER OR SEPTIC)
MIN. FLOOR AREA	400 sq ft
MAX. BUILDING HEIGHT	3 STORIES

0' 30' 60' 90'

GRAPHIC SCALE - FEET





Planning and Development Department Case Information

Amended Case Number: Z25-0334

Meeting Dates: Planning Commission 11-06-2025

Board of Commissioners 12-02-2025

Applicant/Owner:

E L K Holdings, LLC
2994 Old Broadnax Mill Road
Loganville, Georgia 30052

Current Zoning: The current zoning is B2 and A2.

Request: Rezone 2.00 acres of Parcel C0440007A00 and 11.13 acres of Parcel C0460034D00 from B2 and A2 to B3 for commercial vehicle parking facility with a Variance to permit use of existing driveway – currently used for truck traffic – as the access point to Highway 78.

Address: 3149 Highway 78 and Old Broadnax Mill Road, Loganville, Georgia 30052

Map Number/Site Area: C0440007A00 – 2.00 acres and C0460034D00 – 45.01 acres but will only be rezoning 11.13 acres of the parcel.

Character Area: Highway Corridor

District 1 Commissioner- Amarie Warren

Planning Commission –Josh Ferguson

Existing Site Conditions: Property on 3149 Highway 78 contains a farm market, ground cover store and Property at Old Broadnax Mill Road contains a barn.



Andrea P. Gray LLC

Attorney at Law

October 24, 2025

Charna Parker, Director
Walton County Planning Department
126 Court Street
Monroe, Georgia 30655

Re: Updated Site Plan
Applicant: E L K Holdings, LLC
Owners: E L K Holdings, LLC
Property: 3149 Hwy 78 and Old Broadnax Mill Road, Loganville GA 30052
Tax Parcel: C0440007A00 and a portion of C0460034D00
Request: Rezone property from B2/A2 to B3 for commercial vehicle parking

Dear Ms. Parker:

E L K Holdings, LLC ("Applicant"), filed a rezoning application for the above-referenced property on October 1, 2025 for a commercial vehicle parking facility. After further review of the plan, Applicant requests to replace the site plan originally submitted with the plan attached. The new plan shows a significantly smaller footprint. The total acreage to be rezoned is now 13.13 and the total parking spaces for commercial vehicles is 206. This reduced project will have a lesser impact on the surrounding property owners and will still help meet the demands for commercial vehicle parking in the community.

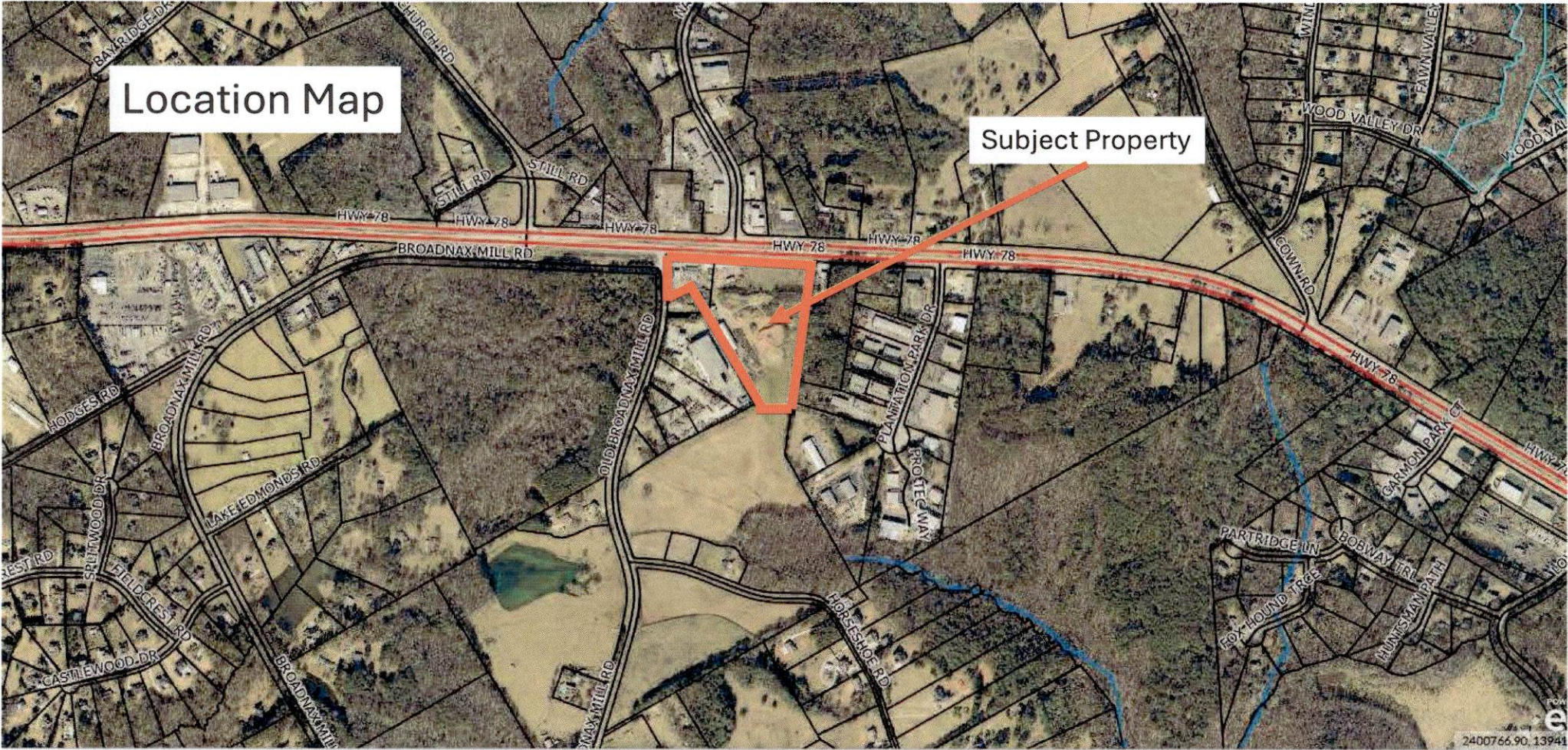
Attached hereto are an updated site plan and updated location, zoning, and future land use maps. Please let me know if any additional documentation is necessary to evidence this update in the application.

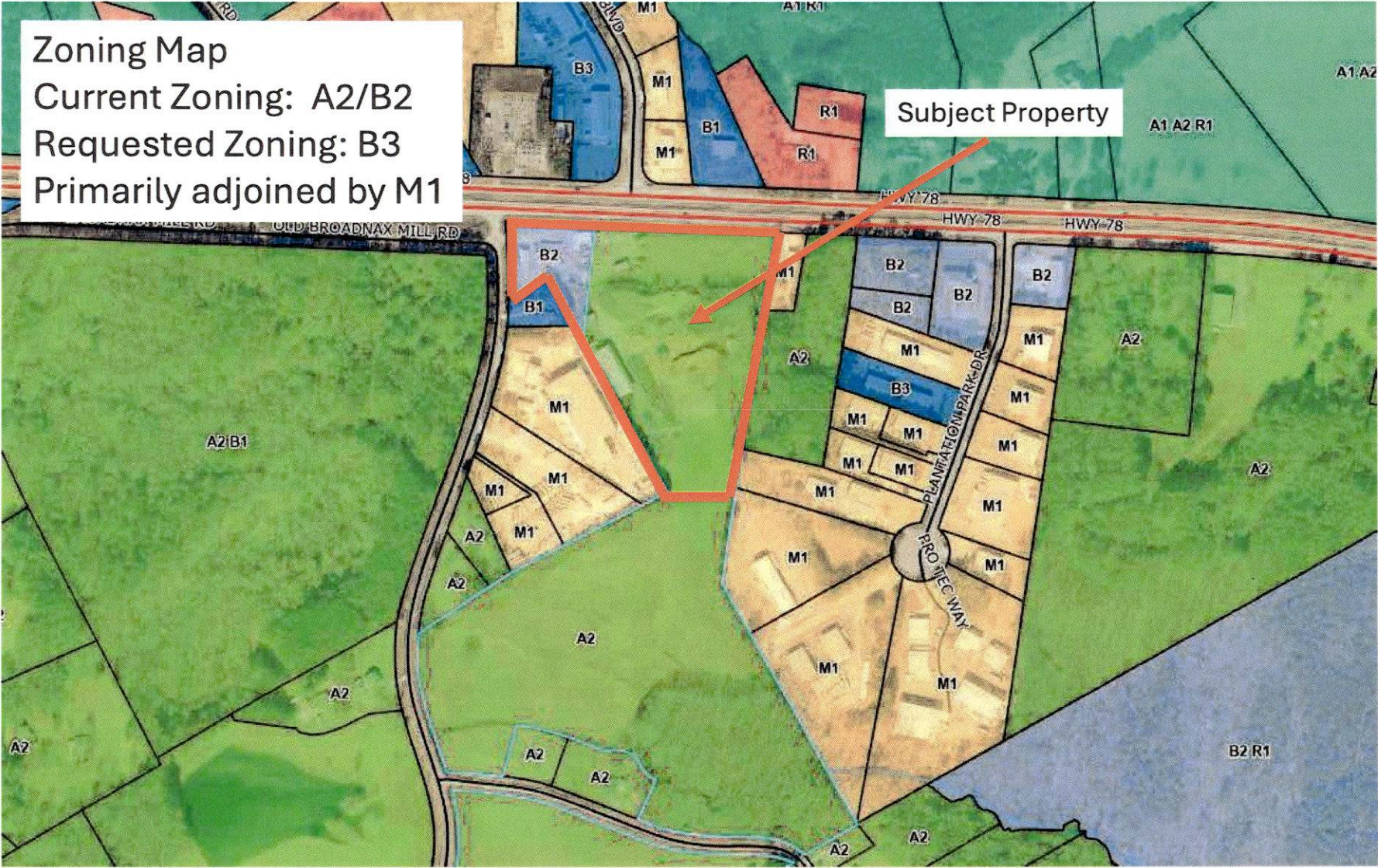
Sincerely,

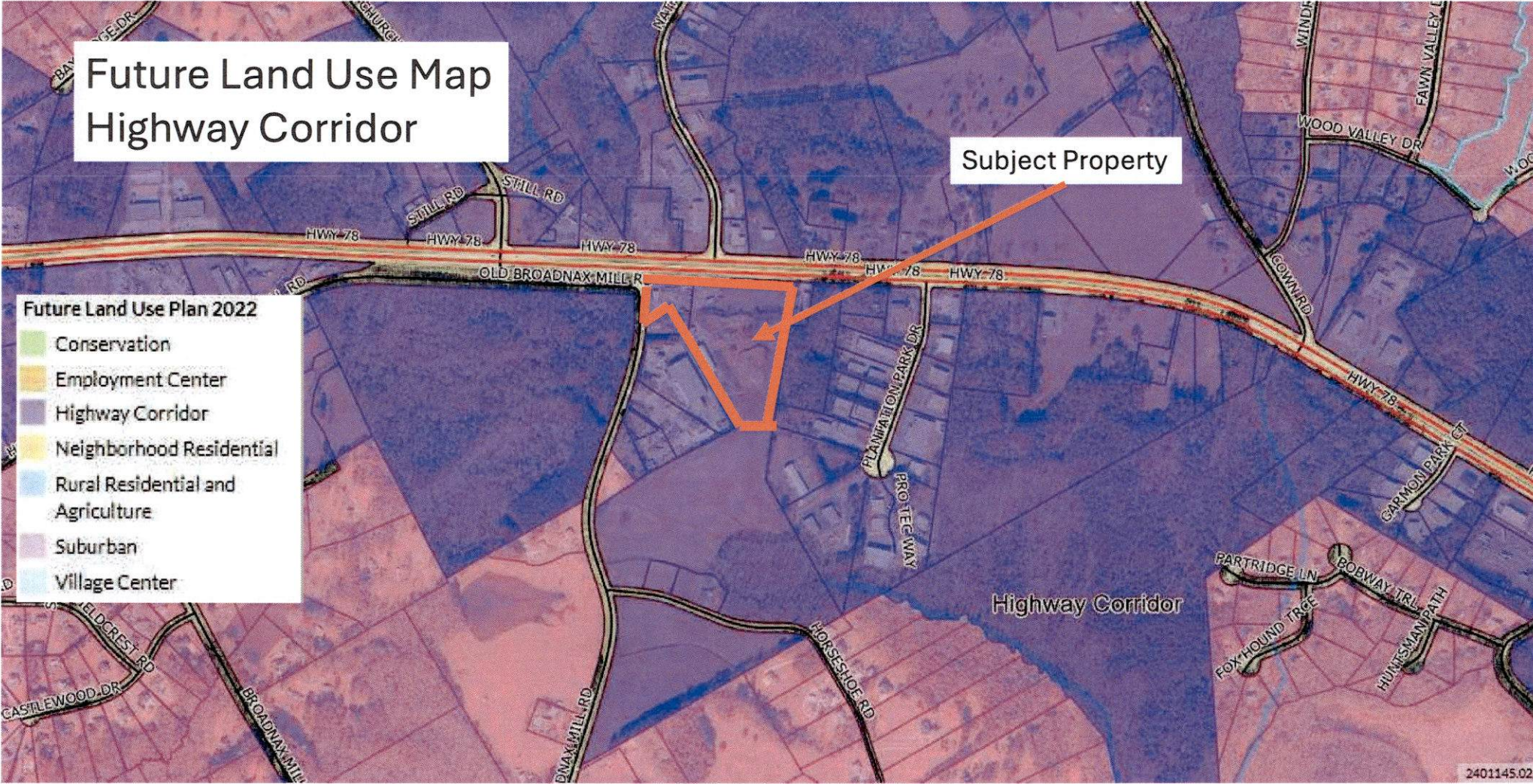
Andrea Gray
Applicant's Representative

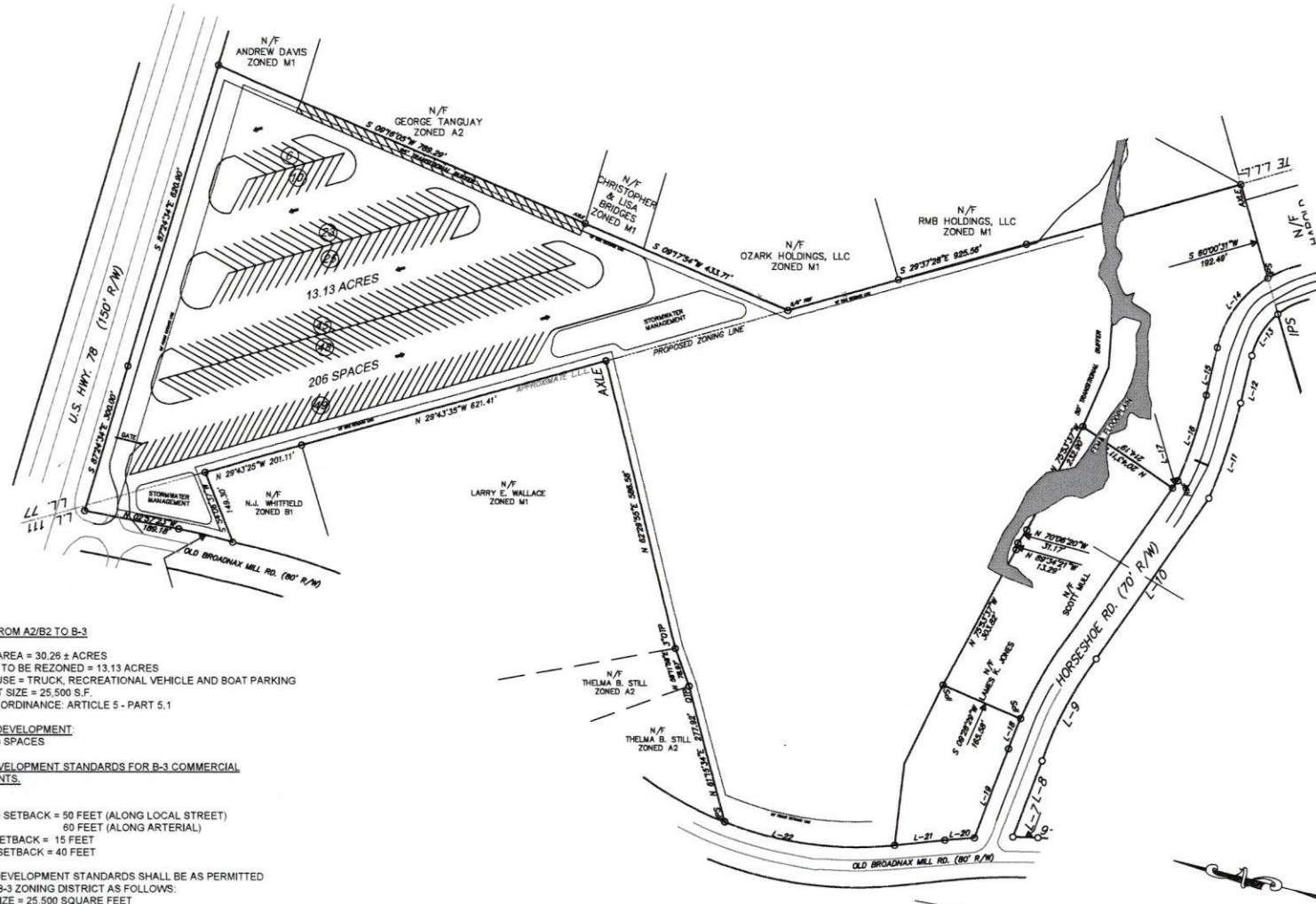


300 E Church Street, Monroe, GA 30655
(678) 364-2384 www.andreapgray.com









REZONING FROM A2/B2 TO B-3

TOTAL SITE AREA = 30.26 ± ACRES
 TOTAL AREA TO BE REZONED = 13.13 ACRES
 PROPOSED USE = TRUCK, RECREATIONAL VEHICLE AND BOAT PARKING
 MINIMUM LOT SIZE = 25,500 S.F.
 APPLICABLE ORDINANCE: ARTICLE 5 - PART 5.1

PROPOSED DEVELOPMENT

206 PARKING SPACES

MINIMUM DEVELOPMENT STANDARDS FOR B-3 COMMERCIAL DEVELOPMENTS

SETBACKS:
 FRONT YARD SETBACK = 50 FEET (ALONG LOCAL STREET)
 60 FEET (ALONG ARTERIAL)
 SIDE YARD SETBACK = 15 FEET
 REAR YARD SETBACK = 40 FEET

PROPERTY DEVELOPMENT STANDARDS SHALL BE AS PERMITTED UNDER THE B-3 ZONING DISTRICT AS FOLLOWS:
 1. MIN. LOT SIZE = 25,500 SQUARE FEET
 2. MIN. FRONTAGE = 100 FEET
 3. MAX. IMPERVIOUS COVERAGE = 75%

FENCING:
 ENTIRE PARKING AREA SHALL BE SCREENED WITH AN 8-FOOT TALL OPAQUE FENCE.

NOTE:
 NO PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13297C0105E DATED 12-8-2016.



2025 Broadnax Mill Rd
 Loganville, GA 30052
 Phone: 404-410-0200
 Email: atg@atgcivil.com

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



REZONE PLAN

E L K HOLDINGS, LLC
 2994 OLD BROADNAX MILL RD
 LOGANVILLE, GA 30052

30.26 ACRES (TOTAL)

PARCEL ID:
 CO440007A00 [2.0 AC]
 CO460034D00 - PART [28.26 AC]

LAND LOTS 77,78,111

HWY 78 & OLD BROADNAX
 MILL RD

LOGANVILLE, GEORGIA

10-23-2025

SCALE: 1" = 100'

OWNER

E L K HOLDINGS, LLC
 2994 OLD BROADNAX MILL RD
 LOGANVILLE, GA 30052

APPLICANT

E L K HOLDINGS, LLC
 2994 OLD BROADNAX MILL RD
 LOGANVILLE, GA 30052

24 HOUR - EMERGENCY CONTACT
 KEN JONES
 770-318-1962

REVISIONS

DATE	DESCRIPTION
1	
2	

JOB: HWY 78 COMMERCIAL

SHEET RZ



Planning and Development Department Case Information

Case Number: Z25-0334

Meeting Dates: Planning Commission 11-06-2025

Board of Commissioners 12-02-2025

Applicant/Owner:

E L K Holdings, LLC
2994 Old Broadnax Mill Road
Loganville, Georgia 30052

Current Zoning: The current zoning is B2 and A2.

Request: Rezone 2.00 acres of Parcel C0440007A00 and 28.26 acres of Parcel C0460034D00 from B2 and A2 to B3 for commercial vehicle parking facility with a Variance to permit use of existing driveway – currently used for truck traffic – as the access point to Highway 78.

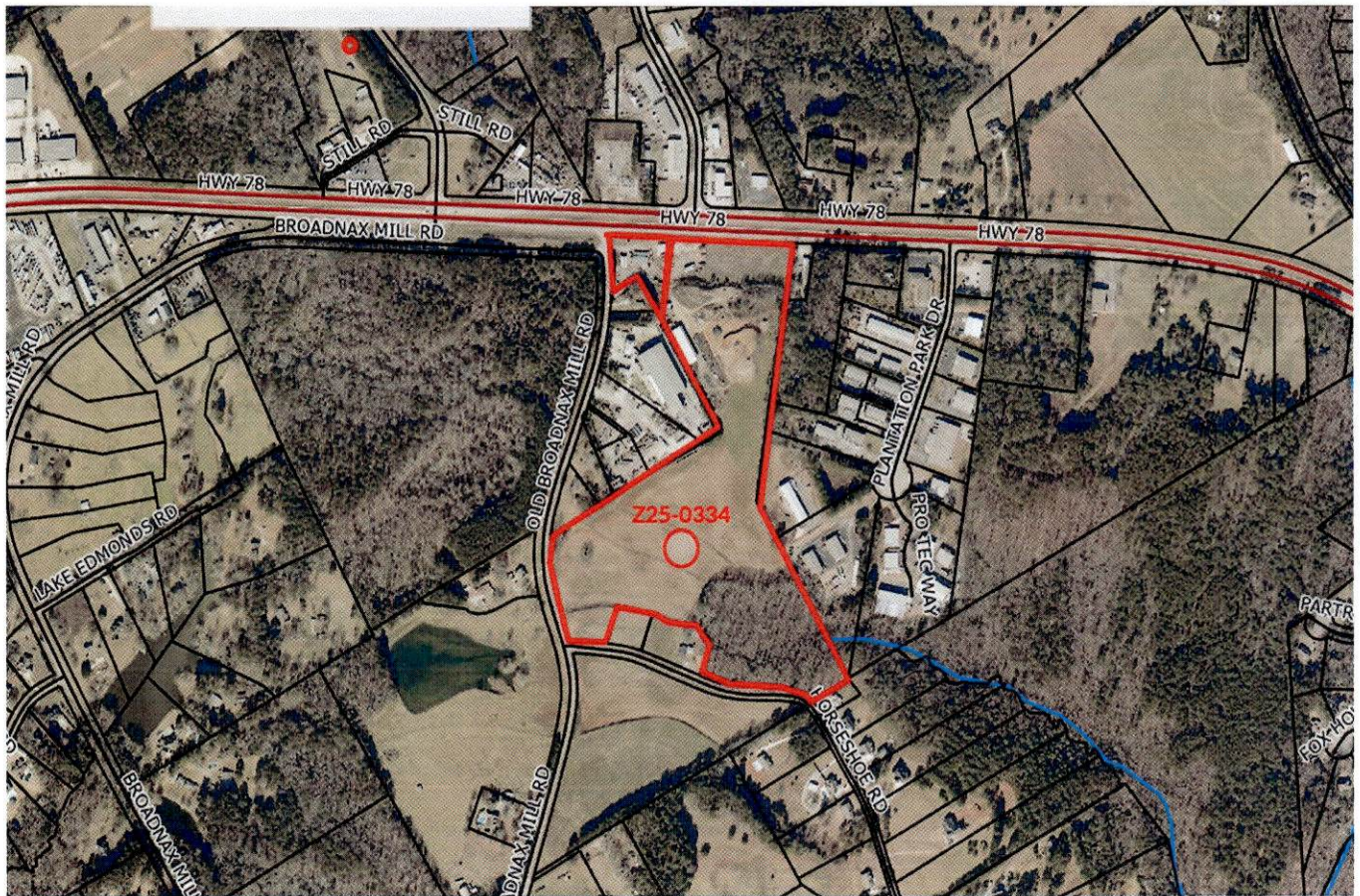
Address: 3149 Highway 78, Old Broadnax Mill Road and Horseshoe Road,
Loganville, Georgia 30052

Map Number/Site Area: C0440007A00 – 2.00 acres and C0460034D00 – 45.01 acres but will only be rezoning 28.26 acres of the parcel.

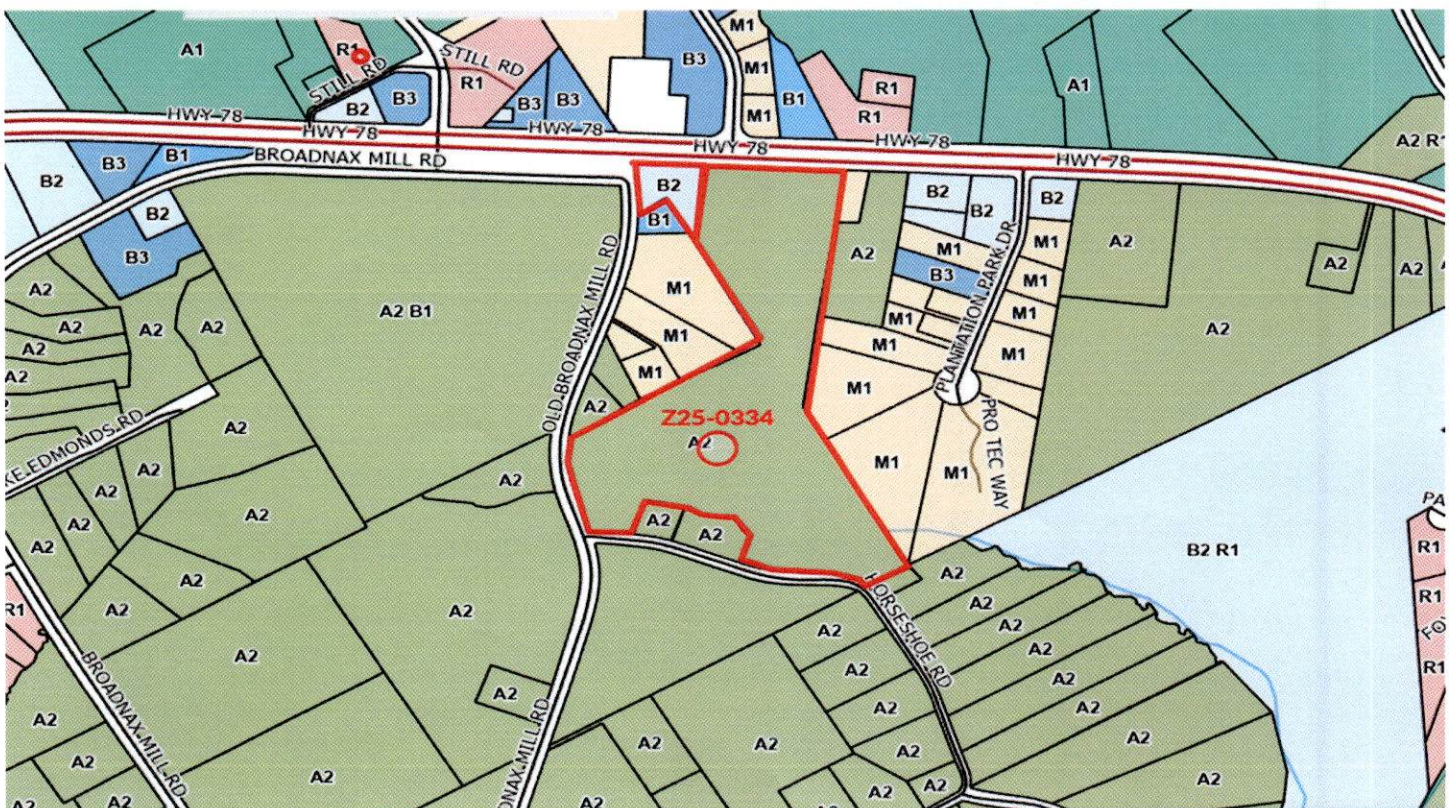
Character Area: Highway Corridor

District 1 Commissioner- Amarie Warren Planning Commission –Josh Ferguson

Existing Site Conditions: Property on 3149 Highway 78 contains a farm market, ground cover store and Property at Old Broadnax Mill Road contains a barn.

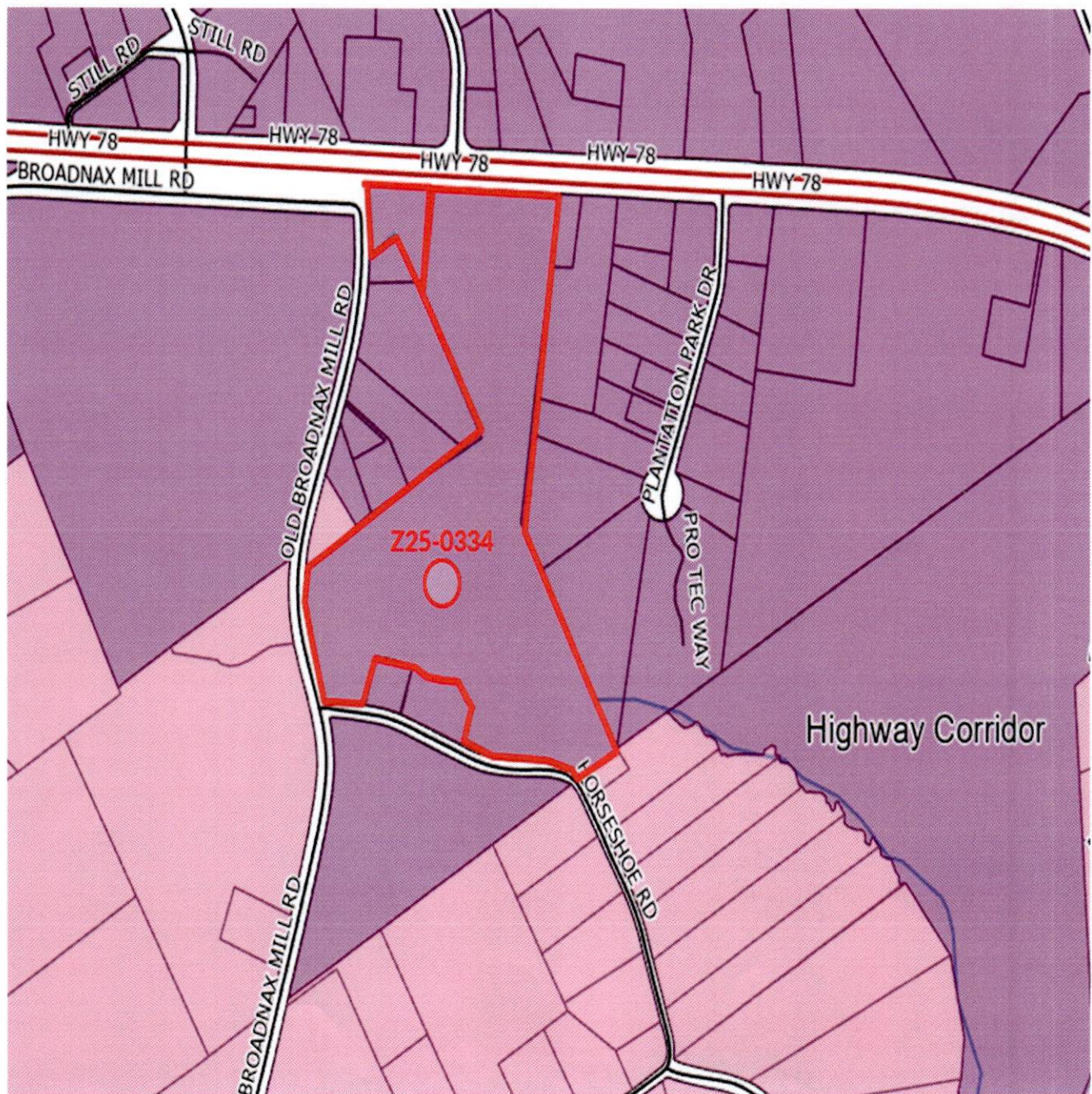


The surrounding properties are zoned A2, B1, and B3.



The property is not in a Watershed Protection Area.

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



History:

Z01100009	Kenneth Jones	A2 to B-2 Storage Yard Dirt, Rock, Sand, Mulch	C046-34 spl 78 Hwy at Old Broadnax Mill	Approved Cond.
-----------	---------------	--	---	----------------

Staff Comments/Concerns:

Z25-0334 – Rezone 30.26 acres from B2/A2 to B3 for commercial vehicle parking facility and Variance to permit use of the existing driveway as the access of Highway 78 – Applicant/Owner: E L K Holdings, LLC – property located at 3149 Highway 78, Old Broadnax Mill Road and Horseshoe Road – Map/Parcels C0440007A00 and C0460034D00 – District 1

Public Works: Public Works recommends ingress/egress to be off Highway 78 to accommodate commercial vehicle traffic.

Sheriff's Department: If approved it is recommended the traffic flow to the existing signal. Creating a direct entrance/exit on Highway 78 would cause significant traffic issues.

Water Authority: This area is served by an existing 10" & 8" diameter water main along Highway 78, Old Broadnax Mill Road and Horseshoe Road. (static pressure: 55 psi, Estimated fire flow available: 1,000 gpm @ 20 psi). No system impacts anticipated.

Fire Marshall Review: Owner shall add fire hydrants for fire suppression: 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: Increased fire risk and hazard and amount of parking and vehicles.

Board of Education: No issues.

GDOT: Will need to coordinate with GDOT for any grading or construction happening inside State R/W. Will need to maintain access off Old Broadnax Mill Road.

City of Monroe: No comment received.

PC ACTION 11/6/2025:

Z25-0334 – Rezone 13.13 acres from B2/A2 to B3 for commercial vehicle parking facility and Variance to permit use of the existing driveway as the access of Highway 78 – Applicant/Owner: E L K Holdings, LLC – property located at 3149 Highway 78 and Old Broadnax Mill Road – Map/Parcels C0440007A00 and C0460034D00 – District 1

Presentation: Andrea Gray, Attorney At Law, whose office is at 300 East Church Street, represented the case on behalf of E L K Holdings, LLC. The request is to rezone 13.13 acres from B2/A2 to B3 for commercial vehicle parking facility and Variance to permit use of existing driveway. The request started with 30.26 acres but Applicant downsized so as not to abut Horseshoe Road. This property is Highway Corridor. This request is consistent with the existing Future Land Use Map. She went on to say that the parking spaces will be 75 ft. long and 12 ft. wide and will be clearly marked for boats, RV's and trucks. The property will be fully fenced and there will be an automated gate code for access. She stated that the access point will realign with Broadnax Mill Road which will be a straight access and will go out at the traffic light. There will be no view of this from Horseshoe Road. She drove down Horseshoe Road and you can't see truck parking at all and this was quite a distance minimizing view from residential. They will be putting up an opaque fence and will be completely steel painted panels and will be durable and will last for decades. In the front on Highway 78 they will be planting trees. This is not a truck stop and there will be no auto repair, no sleeping in trucks and there will be a gated access and nice organized parking.. They will follow all requirements of the Walton County Ordinance.

Public Comment: John Jessup who lives at 2834 Horseshoe Road spoke and stated that we are not opposed to this project but they have concerns. Mr. Jessup handed out a print out and stated that their main concerns are increased traffic at the interchange of Highway 78 and Broadnax Mill Road traffic light especially during rush hour, school bus traffic, teenage drivers and this could create more congestion. They would like to keep this from becoming like another truck stop. They would request future upkeep to avoid the same eyesore as the one just west on Highway 78. They would like for this to be limited to the current request with no expansion in the future. Other concerns were to minimize the appearance, noise and light pollution of the existing property owners, the negative impact of heavy equipment to our county roads and safety concerns to the nearby property owners. They would like a complete traffic study of intersection,

including a signal and turn analysis; right only turn out of parking lot or restricted hours of when tractor trailers and other big trucks could use the traffic light at the intersection; address concerns raised by the Walton County School Board as it relates to traffic safety and other impacts; design the parking lot and/or add needed dirt berms and other landscape items such as evergreen trees, decorative shrubs and even a privacy or no-see through fence screens so that vehicles in parking lot cannot be seen from Horseshoe Road and Old Broadnax Mill Road; provide something in zoning or other legal agreement to not allow any other acreage to be rezoned as commercial or light industrial; no refrigerated trucks and no sleeping in trucks; and fix/improve the roads to handle current and increased heavy weight vehicles.

Tim Hinton asked if the county does traffic studies and Charna Parker with Walton County Planning and Development stated that we do not. Mr. Hinton stated that any state highway is out of our hands and we don't have any protocol for state highways.

Andrew Davis whose property is at 2580 Highway 78 stated that Ms. Gray mentioned business. He stated that he was there before all the businesses around. He has been at this location for 32 years. At his location the elevation is 5 ft. above the cornfield and any fence of any size you will be able to see. He talked to Ken Jones about a 15 ft. berm. He stated that all trees are fine and that he and Ken are friends. His request is berm, fence and plantings and stay off 5 ft.

Deborah Miller who lives at 2989 Horseshoe Road stated the she loves the neighborhood and she moved from Decatur for quiet. She has no problem with this but what will happen in the future because you don't know what they will do with the rest of the property.

Patricia Diaz who lives at 2941 Horseshoe Road stated that she has a problem and concern with the entrance on Old Broadnax Mill Road because this would be an entrance and exit. She stated that buses go out that road and if you are talking about big truck then she does not want that because she does have kid that ride the bus. She asked if hours of operation can be requested and also the roads will not be able to handle large trucks because right now the buses are having a problem. She stated trucks will not be able to make that turn.

Mike Russell who lives at 2606 Summit Court stated that he is concerned about traffic and noise and it is going to be a mess. He stated that in the morning it is so loud and so much noise and he knows you cannot control noise but you can the traffic.

Mike Cannizzaro who lives at 2831 Carter Lane stated he bought the property about 18 years ago because of the Little Flat Creek. He stated that his concern is environmental. He is worried about 200 trucks of diesel oil, antifreeze and gas leaking into the creek and what are you go to do about the water system because some people have wells.

Dale Davis who lives at 3099 Old Broadnax Mill Road stated that the fence will back up to his yard. He is concerned about the quality of life. He stated that the noise and dust and he is 61 years old and this is his first home and he does not want the noise.

Rebuttal: Andrea Gray came back for rebuttal and stated that she appreciated input from the neighbors and there are good folks in the area including her client. She stated that they are going to a really nice entrance and that there is not going to be 200 trucks coming or going every day. People think that this is a truck stop but it is not that. Traffic Wise there is not much traffic there. Trucks are already using this and she went out with John Allman who is in charge of the Road Department. Mr. Allman stated that trucks going to the right in and right out would be sufficient and he is happy that they are aligning of the entrance with the existing road but GDOT approves Highway 78. She stated that a traffic study is not warranted because this is a lower intense use. This is not on Bay Creek Road or Horseshoe Road and the entrance will be well marked and the county can police that. As far as Mr. Andrew Davis they are fine with the 15 ft. buffer and berm and are happy to work with his request. Ms. Gray stated that right now the balance of the property is A2 and if the Applicant decides to have other property rezoned then he would have to come back and do this same process. There will be an automated gate as well as a clearly marked entrance. As far as the noise there will no idling trucks and people cannot live or sleep in the trucks. As far as contamination the EPD regulates that and to also point out that this is an industrial area and not a residential area and you can do commercial on a State highway.

Recommendation: Motion by Josh Ferguson to recommend approval with the following conditions:

1) Approval of this application shall include approval of a variance to permit the use of the existing driveway as the access to Highway 78 2) A security fence, 8 feet in height, shall be required around the entire perimeter of the project site. Fencing along the frontages of Old Broadnax Mill Road and Highway 78 shall provide an opaque

screening, constructed of R-panel steel material colored grey or brown. The remainder of the fencing, along interior property lines, can match the exterior fencing or at the applicant's choosing, may be constructed of black vinyl-coated chain-link material, 8-feet in height. A digital automated access gate, as noted in the applicant's letter of intent shall be required and operational at all times 3) Property frontage along Highway 78 shall be landscaped with evergreen trees such as Thuja 'Green Giant', Nellie R. Stevens Holly, Little Gem' Magnolia, or Cryptomeria Japonica. Trees shall be planted in a double staggered row, spaced appropriately for the species used. A minimum of 3 different species shall be used 4) Overnight stay on property shall be strictly prohibited 5) All parking spaces shall be clearly marked as shown on the amended site plan. Parking surfaces shall be maintained free of weeds or vegetation. Property shall be kept free of all trash and debris 6) On-site washing and repair of vehicles shall be prohibited 7) Junked, wrecked, salvaged, or inoperable vehicles shall not be stored on-site. Storage of vehicle parts or any other material shall be prohibited 8) All lighting shall be directed inward to the site and shall be downward directional and full cut-off shielded. Any additional Walton County lighting requirements shall be met 9) Berm installed adjacent to Eastern property line of 2580 Highway 78. Opaque fencing and landscaping to continue from Highway 78 along this property line as well with a second by John Pringle. The motion passed unanimously.

Rezone Application # 225-0334
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 11-6-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 12-2-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0440007A00 and a portion of C0460034D00

Applicant Name/Address/Phone #

E L K Holdings, LLC

2994 Old Broadnax Mill Rd

Loganville, GA 30052

Property Owner Name/Address/Phone

E L K Holdings, LLC

2994 Old Broadnax Mill Rd

Loganville, GA 30052

E-mail address: kenjonesenterprises@outlook.com (If more than one owner, attach Exhibit "A")

Phone # 770-318-1962

Phone # 770-318-1962

Location: 3149 Hwy 78 & Old Broadnax Mill Rd Horseshoe Rd Requested Zoning B3 with variance Acreage 30.26 Existing

Use of Property: Farm market and ground cover store and hay pasture

Existing Structures: commercial building, shed and landscape materials bays

The purpose of this rezone is:

Construct a carefully planned and efficiently operated commercial vehicle parking facility strategically located in an established industrial district. The Applicant requests approval of the plan, including a variance to permit use of the existing driveway—currently used for truck traffic—as the access point to Hwy 78.

Property is serviced by the following

Public Water: X Provider: Walton Well: _____

Public Sewer: NA Provider: NA 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 [Signature] Date 10/1/25 Fee Paid \$ 1,400.00

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 B2/A2

Surrounding Zoning: North B3 South B1
East A2 West A2/B1

Comprehensive Land Use: Highway Corridor **DRI Required?** Y ☐ N ☒

Commission District: 1-Annie Warren Watershed: _____ TMP [initials]

I hereby withdraw the above application _____ Date _____

Supplemental Responses to Application

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

1. Existing uses and zoning of nearby property.

The Subject Property is primarily surrounded by commercial (B2/B3) and industrial uses (M1) as shown in the zoning map included in this application. The industrial properties include Panel Steel, Andrews Pest Control, and the Applicant's landscape supply business and Farm Market. To the east of the property is the Plantation Park Industrial Park. The majority of the abutting properties which are not commercial/industrial are either being marketed as potential commercial, owned by the Applicant, or already surrounded by other industrial uses. Applicant thoughtfully established the property boundary to add distance from Horseshoe Rd and use its existing driveway adjacent to Hwy 78 for commercial vehicle access. The entirety of the Subject Property is designated as within the Highway Corridor character area under the Walton County Comprehensive Plan which contemplates B3 uses.

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

The current A2 zoning allows for very limited development and is not consistent with the Highway Corridor designation in the Future Land Use Plan. The Subject Property is located on Hwy 78 which is better suited for commercial development rather than agriculture. The current zoning would not allow for the development of Applicant's commercial vehicle parking which is an allowable use under the requested B3 designation. The current zoning would not allow for the majority of uses contemplated in the Highway Corridor designation. The portion of the property zoned B2 would require conditional use approval to utilize it for commercial vehicle parking. Rather than splitting the parcel zoning, Applicant desires to combine both parcels under B3. The current zoning diminishes the Subject Property's value as compared to the commercial/industrial properties surrounding the Subject Property.

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

The Applicant's proposed commercial vehicle parking will be a consistent use with the surrounding industrial properties. The facility will be efficiently operated, well maintained, and secured to minimize impacts to surrounding properties. The facility provides a place for workers who use commercial vehicles for their business or their employer, including those who work in Walton County, to park their work vehicles in a safe and secure location versus in neighborhoods or other areas which are less secure and not subject to the regulations to which Applicant will be held as a part of this rezoning. This is not a truck stop and drivers will be prohibited from sleeping on premises. The flow of commercial vehicle traffic to and from the facility will be mitigated by having ample room (~160-feet) for staging trucks entering through the entry gate. The entry gate will be automated and controlled by a phone app each driver will use to open the gate once paid. Drivers will not have to get in and out of the truck to operate the gate which makes for a faster entry. The Subject Property will be fenced with an 8-foot opaque fence for safety and a visual barrier.

From a boarder community perspective, Walton County will gain new tax revenues from the Subject Property without the added burden of increased school enrollment. The project also fulfills the planned use for this area under the Comprehensive Plan as Highway Corridor.

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

The gain to the public is addressed in the response to question 3 above. If the requested B3 zoning is not approved, the Applicant will suffer a hardship for inability to use the Subject Property for uses allowed under the Highway Corridor designation and consistent with the existing industrial and commercial uses.

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

This Subject Property is of adequate size, layout, and location which makes it suitable for a B3 commercial use more so than its current agricultural designation due to its location on Hwy 78 and designation as Highway Corridor. It is also located adjacent to other industrial uses including Panel Steel, Andrews Pest Control, the Plantation Park industrial park, and Applicant's landscape supply business. It has an existing access road that Applicant and Panel Steel use to route

commercial vehicles to Hwy 78. Applicant has requested a variance to continue using this access point.

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

The Subject Property consists of two parcels. Tax Parcel C0460034D00 has been used for farming uses by Applicant and Tax Parcel C0440007A00 (zoned B2) has been used by Applicant as a landscape supply and farm store business called KJ 's Farm Market and Ground Cover.

Variance Request

As part of this application, the Applicant respectfully requests a variance from Code Section 6-1-610, which requires direct access to an arterial road. Both the Applicant and several adjoining neighbors operate businesses that rely on commercial vehicles, including trucks, as an integral part of their daily operations. For decades, these trucks have safely utilized an existing driveway connecting to Hwy 78 and the segment of Old Broadnax Mill Road between the Applicant's property and Bay Creek Church Road. This long-established access has historically allowed trucks to efficiently travel east or west on Hwy 78 without attempting hazardous U-turns further along the highway.

The combination of this existing access and the extended driveway on the Applicant's property—spanning ~160 feet from the roadway to the entry gate—substantially mitigates the risk of congestion and enhances public safety. Continued use of the existing driveway and access route is therefore demonstrably safer for both commercial vehicles and the general public.

Requiring a new entrance directly on Hwy 78 would impose an exceptional hardship on the Applicant's operations. Under such a configuration, vehicles would be restricted to a right-in, right-out entrance with no direct access to the traffic light at Bay Creek Church Road. This limitation would significantly reduce the functionality, safety, and accessibility of the site,

impairing the Applicant's ability to conduct operations effectively. In contrast, maintaining the established access preserves operational efficiency while prioritizing public safety.



Andrea P. Gray LLC

Attorney at Law

October 1, 2025

Charna Parker, Director
Walton County Planning Department
126 Court Street
Monroe, Georgia 30655

Re: Applicant: E L K Holdings, LLC
 Owners: E L K Holdings, LLC
 Property: 3149 Hwy 78 and Old Broadnax Mill Road, Loganville GA 30052
 Tax Parcel: C0440007A00 and a portion of C0460034D00
 Request: Rezone property from B2/A2 to B3 for commercial vehicle parking

Dear Ms. Parker:

E L K Holdings, LLC (“Applicant”), a Walton County business, proposes to construct a carefully planned and efficiently operated commercial vehicle parking facility strategically located in an established industrial district. The project site consists of two parcels totaling 30.26 acres, located at 3149 Hwy 78 and Old Broadnax Mill Road, Loganville, Georgia (the “Subject Property”). One parcel is currently zoned B2 and operated as KJ Farm Market and Ground Cover, and the second parcel is vacant and used for hay farming. The proposed facility will accommodate approximately 477 parking spaces for commercial vehicles.

The Subject Property is in an ideal location for a commercial vehicle parking facility. It fronts on Hwy 78 and is abutted by industrial uses zoned M1 including Panel Steel and the Plantation Park industrial park. It has an entrance off an access road connecting Old Broadnax Mill Rd and Hwy 78 which is already used for truck traffic from the existing industries adjoining the Subject Property. As part of this application, the Applicant is requesting a variance from Code Section 6-1-610, which requires direct access to an arterial road. Both the Applicant and several adjoining neighbors operate businesses that rely on commercial vehicles, including trucks, as an integral part of their daily operations. For decades, these trucks have safely utilized an existing driveway connecting to Hwy 78 and the segment of Old Broadnax Mill Road between the Applicant’s property and Bay Creek Church Road. This long-established access has historically allowed trucks to efficiently travel east or west on Hwy 78 without attempting hazardous U-turns further along the highway.



300 E Church Street, Monroe, GA 30655
(678) 364-2384 www.andreapgray.com

The combination of this existing access and the extended driveway on the Applicant's property—spanning ~160 feet from the roadway to the entry gate—substantially mitigates the risk of congestion and enhances public safety. Continued use of the existing driveway and access route is therefore demonstrably safer for both commercial vehicles and the general public.

Requiring a new entrance directly on Hwy 78 would impose an exceptional hardship on the Applicant's operations. Under such a configuration, vehicles would be restricted to a right-in, right-out entrance with no direct access to the traffic light at Bay Creek Church Road. This limitation would significantly reduce the functionality, safety, and accessibility of the site, impairing the Applicant's ability to conduct operations effectively. In contrast, maintaining the established access preserves operational efficiency while prioritizing public safety.

The facility will be operated efficiently and safely to minimize impacts to surrounding properties and roads. The facility will comply with all ordinances regarding its operations in addition to prohibiting any drivers from sleeping on premises or washing or repairing vehicles onsite. The facility is not a truck stop. Gate and reservation operations will promote efficient operations and prevent a backup of vehicles entering the site. The flow of commercial vehicle traffic to and from the facility will be mitigated by having ample room, 160-feet, for staging trucks entering through the entry gate. The entry gate will be automated and controlled by a phone app each driver will use to open the gate once paid. Drivers will not have to get in and out of the truck to operate the gate which makes for a faster entry.

The proposed parking facility will be designed in accordance with ordinance standards and to minimize impacts to nearby properties and roads. The entirety of the property will be surrounded with an 8-foot opaque fence and it will have a gated entry. Applicant will maintain the parking areas with a base with a minimum thickness of six (6) inches of #57 stone topped with three (3) inches of crusher run. Transitional buffers will be 50-feet and the buffer from Hwy 78 is 60-feet. All lighting will be downward facing in accordance with ordinance standards. Although Applicant owns both sides of Horseshoe Road, it intentionally moved the property boundary for this facility north of Horseshoe Road and north of the existing homes thereon to better buffer the residential area nearby.

From a boarder community perspective, Walton County will gain new tax revenues from the Subject Property without the added burden of increased school enrollment. The proposed facility is also well-aligned with the long-term vision for the Highway 78 corridor and the existing industrial uses surrounding the property. The Subject Property lies within the Highway Corridor area identified on the County's Future Land Use Map, making the proposed B3 zoning both appropriate and consistent.



Applicant respectfully requests that the Subject Property be rezoned from A2/B2 to B3 to allow for construction of a commercial vehicle parking facility and for a variance to use its existing driveway.

Please let me know if you have any questions.

Sincerely,



Andrea Gray
Applicant's Representative



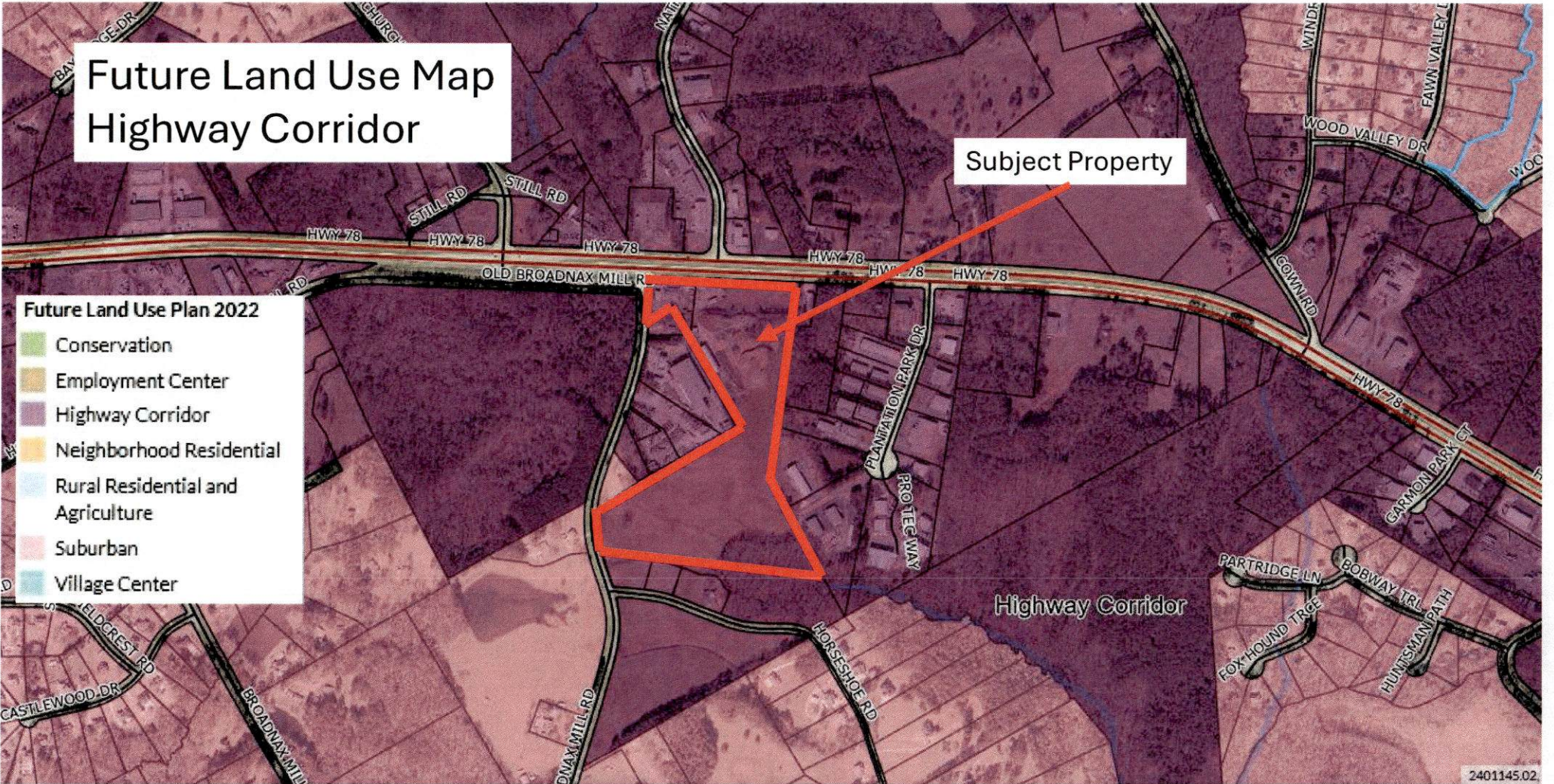


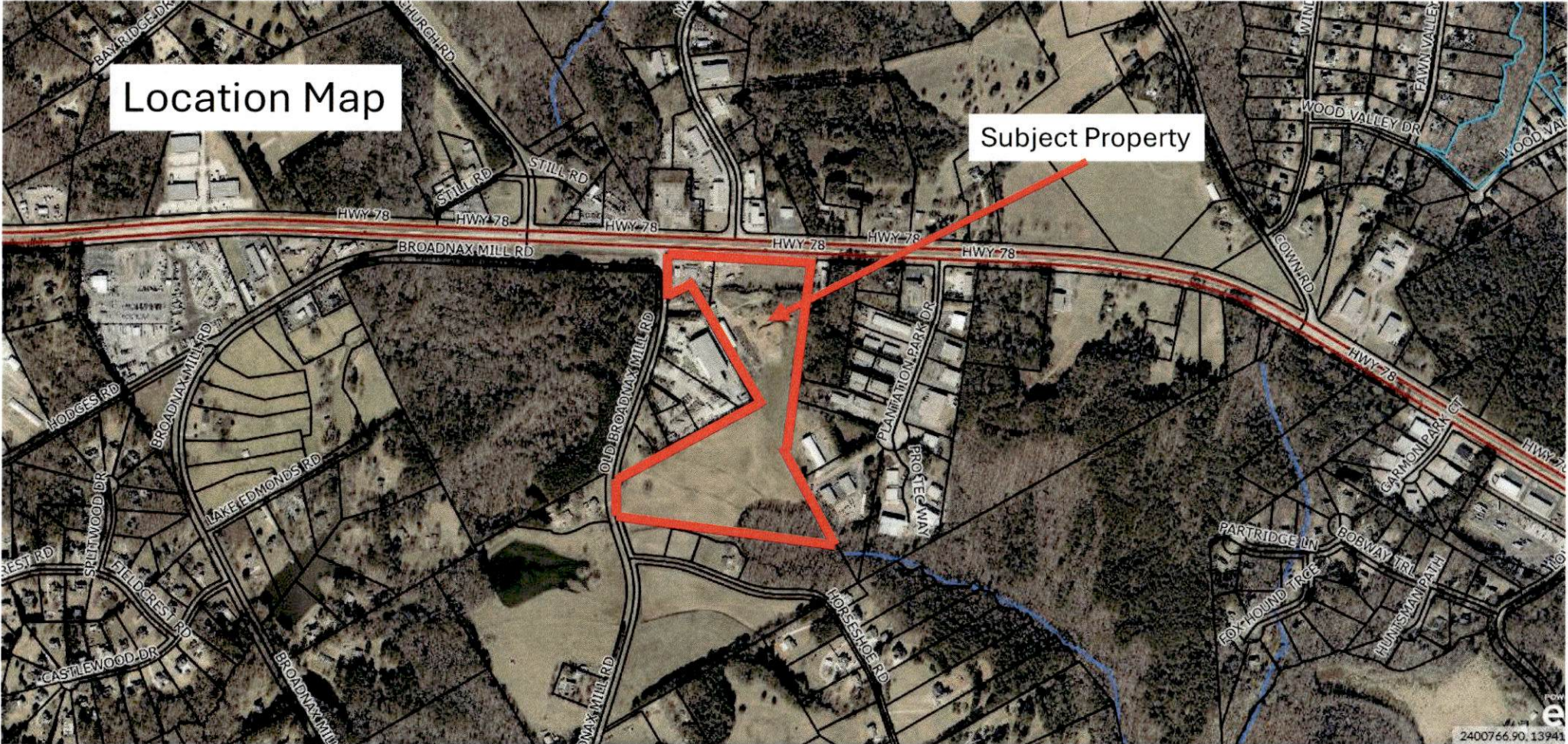
**Request for Rezoning 30.26 acres
from B2/A2 to B3 for a commercial vehicle
parking facility**

- Applicant/Owner: E L K Holdings, LLC
- 30.26 acres
- 3149 Hwy 78 and Old Broadnax Mill Road, Loganville GA 30052
- Tax Parcel C0440007A00 and a portion of C0460034D00
- Agent: Andrea P. Gray, LLC

October 1, 2025







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: E L K Holdings, LLC
 Address: 2994 Old Broadnax Mill Rd., Loganville, GA 30052
 Telephone: 770-318-1962
 Location of Property: 3149 Hwy 78 and Old Broadnax Mill Rd, Loganville, GA 30052

Map/Parcel Number: C0440007A00 and a portion of C0460034D00

Current Zoning: A2/B2 Requested Zoning: B3


 Property Owner Signature

Property Owner Signature

Print Name: same as applicant

Print Name: _____

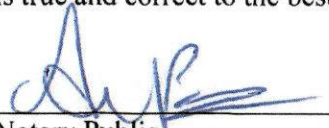
Address: _____

Address: _____

Phone #: _____

Phone #: _____

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


 Notary Public

10-1-25
 Date



AGENT AUTHORIZATION

Date: 10/1/25 Tax Map and Parcel Number(s): a portion of C0460034D00 and C0440007A00

PROPERTY ADDRESS: 3149 Hwy 78 and Old Broadnax Mill Road, Loganville GA 30052

PROPERTY OWNERS: E L K Holdings, LLC
2994 Old Broadnax Mill Rd
Loganville GA 30052

APPLICANT: E L K Holdings, LLC (same as owner)

ATTORNEY/AGENT: Andrea P. Gray, LLC
300 E Church Street
Monroe, GA 30655
(678) 364-2384

ACTION: Rezone property from A2/B2 to B3 to allow for commercial vehicle parking

The undersigned states under oath that it is the owner of the property and hereby authorizes Applicant through its Attorney/Agent to submit, execute and prepare any and all documents relating to the action or speak on its behalf at the Planning Commission, Board of Commissioners and any related meetings regarding the request for the rezoning or other land-use authorization related to the property referenced herein. The Attorney/Agent may also sign the necessary applications on behalf of Applicant.

ATTORNEY/AGENT

[Signature]

BY: Andrea P. Gray

Sworn to and subscribed before me this 1 Day of October 2025


[Signature]

NOTARY PUBLIC




[additional signatures on following page]

APPLICANT: E L K Holdings, LLC


BY: Ken Jones

Sworn to and subscribed before me this 1st Day of October 2025


NOTARY PUBLIC



[signature page for Agent Authorization]

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.

 10/11/25

Signature of Applicant/Date

Check one: Owner ☒ Agent ☐

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Date: 10/1/25 Tax Map and Parcel Number(s): a portion of C0460034D00 and C0440007A00

PROPERTY ADDRESS: Old Broadnax Mill Road, Loganville GA 30052

PROPERTY OWNERS: E L K Holdings, LLC
2994 Old Broadnax Mill Rd
Loganville GA 30052

Check one of the following:

☒ (A) The applicant here certifies, under oath, that he or she has not made any campaign contributions or gifts having an aggregate total value of \$250.00 or more to any local government official of Social Circle, Georgia, as defined by O.C.G.A. 36-67A-1(5).

☐ (B) The Applicant here certifies, under oath, that he or she has made the following campaign contributions or gifts having an aggregate total value of \$250.00 or more to a local government official of Social Circle, Georgia as defined by O.C.G.A.36-67A-1 (5).

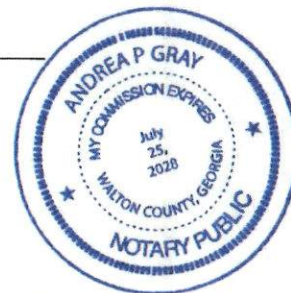
Please list total value of contribution(s) dates and names of the local Government Official:

Describe in detail any gifts listed above (example: quantity and nature, etc.):

E L K Holdings, LLC

Sworn to and subscribed before me this 1st Day of October 2025

NOTARY PUBLIC





Andrea P. Gray LLC

Attorney at Law

October 1, 2025

Notice of Preservation of Constitutional Objections

Re: Applicant: E L K Holdings, LLC
 Owners: E L K Holdings, LLC
 Property: 3149 Hwy 78 and Old Broadnax Mill Road, Loganville GA 30052
 Tax Parcel: C0440007A00 and a portion of C0460034D00
 Request: Rezone property from B2/A2 to B3 for commercial vehicle parking with a variance for the entry driveway location

Georgia law requires that Applicant include in its rezoning record a statement of constitutional objections to put the deciding board on notice of the Applicant's assertion of its constitutional and legal rights to the requested rezoning. In accordance with this requirement, Applicant asserts the below and hereby incorporates all of the information and documents contained in its complete zoning application and any materials later added to the application record.

The current zoning of the Property restricts said Property in an unreasonable manner, is unconstitutional, null and void in that the restriction to the current zoning classifications affords the Applicant no reasonable use of the Property and is the equivalent of a taking of the Applicant's property rights without payment of just and adequate compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendments to the Constitution of the United States, and Article I, Section I, Paragraph I, and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

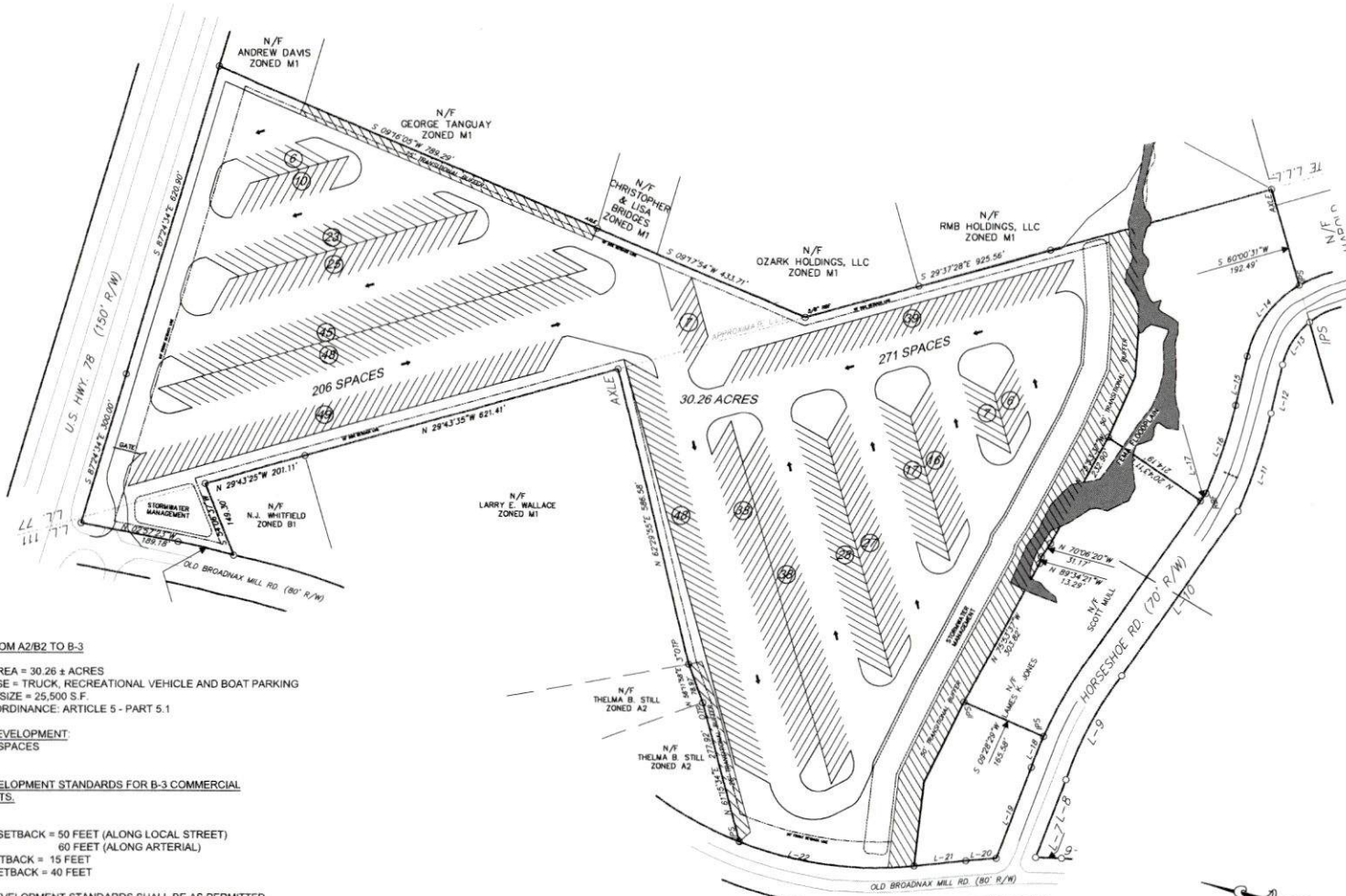
A refusal by the board to approve the rezoning requested by the Applicant to permit a reasonable economic return on the Applicant's investment and a reasonable use of the Property would therefore be unconstitutional, null and void and would be arbitrary, capricious and without a rational basis, thus constituting an abuse of discretion. Further, a refusal by the board would discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated properties in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States, and Article I, Section I, Paragraph II of the Georgia Constitution.

The continued application of the current zoning to the Property results in little or no gain to the public in general and fails to promote the health, safety, morals or general welfare of the public and does not bear a substantial relation to the objectives of the Walton County, Georgia Zoning Ordinance, and would constitute a substantial reduction of the property value of the Applicant and is therefore confiscatory and void.

By filing this Statement of Constitutional Rights, the Applicant reserves all rights and remedies available to them under the United States Constitution, the Georgia Constitution, all applicable federal state and local laws and ordinances, and in equity.



300 E Church Street, Monroe, GA 30655
 (678) 364-2384 www.andreapgray.com



REZONING FROM A2/B2 TO B-3

TOTAL SITE AREA = 30.26 ± ACRES
 PROPOSED USE = TRUCK, RECREATIONAL VEHICLE AND BOAT PARKING
 MINIMUM LOT SIZE = 25,500 S.F.
 APPLICABLE ORDINANCE: ARTICLE 5 - PART 5.1

PROPOSED DEVELOPMENT:
 477 PARKING SPACES

MINIMUM DEVELOPMENT STANDARDS FOR B-3 COMMERCIAL DEVELOPMENTS:

SETBACKS:
 FRONT YARD SETBACK = 50 FEET (ALONG LOCAL STREET)
 60 FEET (ALONG ARTERIAL)
 SIDE YARD SETBACK = 15 FEET
 REAR YARD SETBACK = 40 FEET

PROPERTY DEVELOPMENT STANDARDS SHALL BE AS PERMITTED UNDER THE B-3 ZONING DISTRICT AS FOLLOWS:
 1. MIN. LOT SIZE = 25,500 SQUARE FEET
 2. MIN. FRONTAGE = 100 FEET
 3. MAX. IMPERVIOUS COVERAGE = 75%

FENCING:
 ENTIRE PARKING AREA SHALL BE SCREENED WITH AN 8- FOOT TALL OPAQUE FENCE.

NOTE:
 NO PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13297C0105E DATED 12-8-2016.



2015 Broadnax Mill Rd
 Loganville, GA 30052
 2025
 This drawing and any permitted reproductions, in whole or in part, are the sole property of ATG Civil, LLC and shall not be reproduced or conveyed in any way without the written permission of ATG Civil, LLC.



REZONE PLAN

E L K HOLDINGS, LLC
 2994 OLD BROADNAX MILL RD
 LOGANVILLE, GA 30052
 30.26 ACRES (TOTAL)
 PARCEL IDS:
 CO440007A00 [2.0 AC]
 CO460034D00 - PART [28.26 AC]
 LAND LOTS 77,78,111
 HWY 78 & OLD BROADNAX
 MILL RD
 LOGANVILLE, GEORGIA

09-30-2025

SCALE: 1" = 100'

OWNER

E L K HOLDINGS, LLC
 2994 OLD BROADNAX MILL RD
 LOGANVILLE, GA 30052

APPLICANT

E L K HOLDINGS, LLC
 2994 OLD BROADNAX MILL RD
 LOGANVILLE, GA 30052

24 HOUR - EMERGENCY CONTACT
 KEN JONES
 770-318-1962

REVISIONS

DATE	DESCRIPTION
1	
2	

JOB: HWY 78 COMMERCIAL

SHEET RZ

AN ORDINANCE OF WALTON COUNTY, GEORGIA OA25-0335

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 10/01/2025.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 04/01/2025.

Amendment #1 – Section 270 Part II of Article 11 of the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County, Georgia. (Special Fee for Districts for Maintenance and Repair of Stormwater Retention and Detention Facilities).

Approved by the Walton County Board of Commissioners on this 2nd day of December, 2025.

David G Thompson, Chairman
Walton County Board of Commissioners
Walton County, Georgia

Attest:

Rhonda Hawk, County Clerk
Board of Commissioners
Walton County, Georgia

Charles Ferguson
County Attorney
Walton County, Georgia

PC Action 11/6/2025

OA25-0335 – Amendments to the Walton County Land Development Ordinance as per Amendment sheet dated 10/1/205.

Presentation: Kristi Parr with Walton County Planning and Development presented the amendment for storm water detention facilities. This is for detention ponds that are in default of not keeping maintenance. A notice is sent to the Homeowners Association to repair and if not then the county will repair it and a fee will be charged.

Josh Ferguson asked if there would be a time limit given to the Homeowners Association to fix the detention pond.

Public Comment: None

Recommendation: Motion by John Pringle to recommend approval with a second by Josh Ferguson. The motion passed unanimously.

Part II of Article 11 of the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County, Georgia is amended to include the following as Section 270 thereof:

"Section 270 Special Fee Districts for the Maintenance and Repair of Stormwater Retention and Detention Facilities.

Section 270.01

Intent

The intent of this ordinance is to protect public health, safety, morals, and general welfare of the residents of the unincorporated area of Walton County by establishing a protocol for the creation of special fee districts by which to fund the repair and maintenance by Walton County of storm water retention and detention facilities within such special fee districts by imposing fees for that purpose upon the properties located within such districts in circumstances where a mandatory homeowners associations for a residential subdivision development has failed to properly maintain and repair such facilities, and to provide for the use by Walton County of such funds to maintain and repair such facilities, either by its own forces or by its contractors or separate utility providers. This ordinance is intended to supplement the rights and remedies provided to Walton County in Section 180 of this Article and not to replace them.

Section 270.02

Creation of a Special Fee District

A. Notification and Investigation.

Upon the receipt of information, either by the Walton County Board of Commissioners, Walton County Public Works or by the Walton County Department of Planning and Development that a storm water detention or retention facility serving a residential subdivision development in unincorporated Walton County has been neglected or improperly or insufficiently maintained, or has not been kept in proper repair, by the homeowners association for the residential subdivision development served by such facility, or that such homeowners association has failed to comply with its obligations under Section 180 of this Article, the Board of Commissioners may by motion direct the Public Works Department to investigate such matter. Upon such direction, the Public Works Department shall investigate such matter and report its findings to the Board of Commissioners within sixty (60) days after such direction.

B. Report of Investigation.

The report of the Public Works Department shall identify needed maintenance and repairs for such storm water detention or retention facilities, the failure of the applicable homeowners association to provide the same, and the cost to remedy the same on an ongoing basis. The report

shall also specify, by way of a plat, the geographic area of the subdivision served by such facility. The report shall also identify the amount of fees, by dollar amount, required to be assessed and collected in said community to properly repair and to provide for the ongoing maintenance and repair of such facilities and the estimated time during which said fees would be required to be imposed for said purpose. The report shall also address the compliance of the homeowners association for such community with its obligations under Section 180 of this Article.

2

C. Notice of Intent.

Should the Board of Commissioners, upon its consideration of the report of the Public Works Department, determine that creation of a special fee district as provided by this Section appears to be in the best interest of the public, then the Board of Commissioners may adopt a resolution to commence the process for the creation of a special fee district as prescribed herein. Said resolution shall identify by plat or appropriate legal description the area under consideration for a special fee district, the tax parcel numbers of the tax parcels within said proposed special fee district, the purpose of such special fee district, the date on which the hearing prescribed by paragraph D of this subsection will be held, and the amount of the fee, or a key for the determination of the same, under consideration for the proposed special fee district, and the anticipated time period that such fee will remain in effect. Said resolution shall also specify the manner in which the funds collected by such fee will be utilized by the Walton County to provide to such special fee district the services for which said fee is imposed. Said resolution shall direct that notice of said hearing be given in the manner prescribed herein.

D. Hearing.

1.

The Board of Commissioners shall conduct a public hearing for the purpose of receiving public input on the creation of the special fee district under consideration and the imposition of a special district fee therein.

2.

Notice of such hearing shall be given by regular first class mail to the owner of record of each tax parcel within the boundaries of the proposed special fee district under consideration. Said notices shall be sent to the address of record of each such owner(s) and, if the address of record of the parcel owner is different than the street address of the parcel, such notice shall also be sent by regular first class mail to the street address of such parcel.

3.

Notice of such hearing shall also be sent by regular first class mail to the address of record of any homeowners association with jurisdiction over the area under consideration by

the Board of Commissioners for a special fee district, and to the registered agent for the same.

4. Notice of said hearing shall be published at least twice in the legal organ for Walton County, with said notices to each be published at least fifteen days, but not more than forty-five days, prior to the date of such hearing. Said notices shall not be published in the legal notices section of said legal organ and shall have a size of at least thirty (30) square inches.

5. Notice of such hearing shall also be posted in the proposed special fee district at least 15 days prior to the hearing.

6. Each of the hearing notices referenced herein shall identify the area under consideration for the special fee district with reasonable specificity, the amount of the fee to be imposed in the special fee district, the term and purpose of such fee, as well as the date, time, and location of the hearing.

3

E. Resolution Creating Special Fee District

1. Upon the conclusion of the hearing, and within sixty days thereafter, the Board of Commissioners shall vote on a resolution to create the special fee district and impose the fee therein. Said resolution shall contain a plat or other key to the boundaries of the special fee district thereby created, the tax parcels within the special fee district, the amount of the fee, the effective date and term of the fee, and the purpose for which such fee is imposed. Said resolution shall also specify the manner in which Walton County will provide the services for which the fee is imposed.

2.

Should the resolution creating the special fee district be adopted, notice of that fact shall be sent by United States regular first class mail to each of the record owners of the parcels of real property within the special fee district, along with a statement of the special fee to be imposed on such parcel. Notice of the creation of the special fee district shall also be sent by regular first class mail to the homeowners association for such community. Said notices shall be sent in the manner prescribed by subsections D(2) and D(3) of this Section 270.02.

3.

The creation of the special fee district shall be effective upon the adoption by the Board of Commissioners of the resolution creating the same.

4.

The creation of a special fee district and the imposition of a fee therein shall be within the sole discretion of the Walton County Board of Commissioners based upon its consideration of the best interests of the public.

Section 270.03

Implementation of the Special Fee

A. The special fee to be imposed in the special fee district shall be effective beginning on January 1 of the year immediately following the adoption of the resolution creating the special fee district and imposing the special fee therein, or at such other time established by resolution of the Board of Commissioners.

B.

Upon the adoption of a resolution creating a special fee district and imposing a special district fee therein, notice of the same shall be provided to the Walton County Tax Commissioner and the Walton County Board of Tax Assessors, who shall then adjust their records and processes accordingly so as to provide for the implementation and collection of said fee in said district.

C. The charges for the services to be provided by Walton County in each special fee district, in accordance with the resolution imposing the same, shall be paid as a special district fee. Such special district fee shall be billed to and collected with respect to each parcel in such special fee district by the Walton County Tax Commissioner concurrently with the ad valorem property tax billed to and collected with respect to each tax parcel within such special fee district.

D.

The fee collected in each special fee district shall be remitted by the Walton County Tax Commissioner to the Walton County Board of Commissioners in the same manner as other ad valorem property taxes collected by the Walton County Tax Commissioner.

4

Section 270.04

Disbursement of the Proceeds of the Special Fee and Provision of Storm Water Detention and Retention Services in Special Fee Districts

A. Walton County shall utilize the proceeds of such special district fees solely for the maintenance and repair of storm water detention and retention facilities in the district from which they are collected, and shall handle, disburse, report, and account for the proceeds of such fee in the manner required by law.

B. Walton County shall provide for the maintenance and repair of storm water detention and retention facilities, to include any necessary construction with respect thereto, in each special fee district in accordance with the resolution creating such special fee district and imposing such special district fee therein and applicable state law.

C. Walton County shall provide maintenance and repair services for storm water detention and retention facilities, including any necessary construction related thereto, in the special fee districts created pursuant to this ordinance using either its own forces, public or private utility providers, or by contracting with private vendors for labor, materials and other services. Walton County shall utilize the funds collected from the special fee imposed in a special fee district solely for the purpose of providing maintenance and repair services for storm water detention and retention facilities in such special fee district. Revenue from the special district fee shall be expended solely with respect to the special fee district from which it was collected.

D. In providing storm water detention and retention services as referenced herein from private vendors, Walton County shall comply with all applicable local and state procurement requirements.

E. To the extent that the acquisition of interests in real property are necessary to provide for the proper maintenance and repair of the storm water detention or retention facilities in a special fee district, proceeds from the special fee provided for herein collected in such special fee district may be used to acquire such interests in real property. Walton County may utilize its power of eminent domain, in accordance with the procedures prescribed by law, to acquire such property interests.

f.

For each special fee district created pursuant hereto, Walton County shall adopt an annual budget setting forth the expected expenses for maintenance and repair of storm water detention and retention facilities therein and expected revenues from such special fee district. Such budgets shall be adopted in the manner prescribed by applicable law. The annual assessment and fees for each such special fee district shall be established in the manner prescribed by applicable law.

G. The special district fee to be assessed in each special fee district shall be established on an annual basis by the Walton County Board of Commissioners in accordance with applicable state law.

Section 270.05

Termination of Special Fee District

5

The Walton County Board of Commissioners shall have the right at any time to terminate a special fee district created pursuant to this ordinance and the fee imposed therein. Upon such termination, Walton County shall have no obligation to provide any further maintenance or repair services with respect to the storm water detention and retention facilities located in the terminated district and shall no longer collect a special district fee therein.

Section 270.06

Annexation

Should any portion of a special fee district be annexed by a municipality, such portion shall be removed from such special fee district. To the extent that the area removed continues to be served by a storm water detention or retention facility for which Walton County provides maintenance or repair services pursuant to this ordinance, Walton County shall negotiate with the annexing municipality a rate of fair and equitable compensation to be paid by such municipality to Walton County for such services.

Section 270.07

Obligations of Homeowners Association

The establishment of a special fee district pursuant to this ordinance, or the imposition of a fee therein, shall not relieve the homeowners association having jurisdiction of the development upon which such special fee district is imposed from its obligations under Section 180 of this Article. Nothing herein shall modify the rights and remedies of Walton County under Section 180 of this Article.

Section 270.08

Compliance with State Law

A. The creation of the special fee districts provided for herein, the imposition, collection, and expenditure of the special district fees provided for herein, and the provision of maintenance and repair services for storm water detention or retention services in such districts shall be accomplished in a manner consistent with Georgia law.

B.

Should any provision of this ordinance, or any resolution adopted pursuant hereto conflict with state law, state law shall take precedence."

2.

Severability. Should any section of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof that is not specifically declared to be invalid or unconstitutional.

3.

Effectiveness. This ordinance shall take full force and effect upon approval by the Board of Commissioners.

6

4.

Repeal of conflicting ordinances. All ordinances, or provisions thereof, in conflict with the text of this ordinance are hereby repealed.





Walton County Planning and Development Department

126 Court Street – Monroe, GA 30655
Office: (770) 267-1485, Fax: (770) 267-1401

November 5, 2025

To: Chairman Thompson

From: Charna Parker
Director, Planning and Development

RE: City of Social Circle
Annexation Request
Property Owner:
C1710019 Jeremy Reece 5.00 acres located off Hawkins Academy Road
C1710020 Douglas Eugene Peters & Deborah Sue Peters 146.80 acres located
off Roy Malcom Road

The proposed annexation request is a 100% annexation in accordance with O.C.G.A. §36-36-6 and § 36-36-9.

The current county zoning designation is A1 WP2. The comprehensive land use map designation is conservation.

The proposed zoning classification is light industrial to align with the future land use map. (No specific use is proposed.)

****Subject property is located within a Watershed Protection area within the County's zoning, and we trust the City will ensure through zoning conditions that the environmentally sensitive areas of the property are appropriately protected and buffered.**



The City Of
SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025
Office: 770-464-2380 · Fax: 770-464-2113

SUBJECT PROJECT INFORMATION

Parcel Number: Parcels C1710019 & C1710020

Address of Subject Property: C1710019 - Hawkins Academy Rd & C1710020-Roy Malcom Road

Housing Units: 0 Buildings: 3

Population: White: Black: Other: N/A

Site Plan – Showing the location of existing buildings and other improvements.



Site Plan

Petition Requesting Annexation



Complete Petition for Annexation

[Click here for Petition Requesting Annexation Form](#)

Annexation Information Application



Complete Annexation Information Application

[Click here for Annexation Information Application](#)

100% Method Petition Requesting Annexation



Complete 100% Method Form

[Click here for 100% Method Petition Requesting Annexation](#)

I DO HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS BOTH COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I AGREE TO ELECTRONICALLY SIGN THIS APPLICATION.

Scott Greene

Scott Greene (Aug 11, 2025 15:39:35 EDT)

Signature

Date: Aug 11, 2025



The City Of
SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025
Office: 770-464-2380 · Fax: 770-464-2113

100% ANNEXATION METHOD APPLICATION

Evidence of a Pre-Application Meeting



Evidence of Pre-Application Meeting

APPLICANT INFORMATION

Applicant Name: Thomas & Hutton: Scott Greene

Applicant Address: 5552 Peachtree Road, Suite 175 Atlanta, GA 30340

Phone Number: 470-893-1664

E-Mail: greene.s@tandh.com

Applicant is the ☒ Owner's Agent ☐ Property Owner ☐ Contract Purchaser

☐ Other: _____

PROPERTY OWNER INFORMATION (if different than the applicant)

Owner of Property: _____

Owners Address: _____

Phone Number: _____ E-Mail: _____

Who will be the main point of contact for this application? Applicant Property Owner

Property Owner Authorization



Complete Property Owner Authorization

[Click here for Property Owner Authorization Form](#)



The City Of

SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025
Office: 770-464-2380 · Fax: 770-464-2113

PETITION REQUESTING ANNEXATION CITY OF SOCIAL CIRCLE, GEORGIA

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SOCIAL CIRCLE, GEORGIA

The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Social Circle, Georgia, and extend the City boundaries to include the same.

The territory to be annexed abuts the existing boundary of Social Circle, Georgia, and the description of such territory area is as follows:

Address / Location of Property: Corner of HAWKINS ACADEMY RD, SOCIAL CIRCLE, GA 30025 and ROY MALCOM RD, SOCIAL CIRCLE, GA 30025

It is requested that this territory to be annexed shall be zoned: Light Industrial (M1)

For the following reasons:

To align with the future land use map amendment: Industrial Character Area.

Authorization to Inspect Premises: I hereby authorize the City of Social Circle to inspect the premises which is the subject of the annexation application.

Owner Signature  

WHEREFORE, the Petitioners pray that the City Council of the City of Social Circle, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City limits of the City of Social Circle, Georgia.

Respectfully Submitted,

Owners(s)

DATE: Jun 09, 2025




"Georgia's Greatest Little Town"



The City Of
SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025
Office: 770-464-2380 · Fax: 770-464-2113

PRE-APPLICATION MEETING NOTES ZONING APPLICATION

Date of Meeting: 5/12/2025
Applicant Name: Scott Greene
Applicant E-mail: greene.s@tandh.com
Subject Property Address: Tax Parcels C1710019 & C1710020
Future Land Use Character Area: Agricultural and Estate Residential Character Area
Current Zoning: Option 2
Will a Special Use be needed? ☒ Yes ☐ No
Will a Future Land Use Map Amendment be needed? ☒ Yes ☐ No
If yes, what is the Character Area needed to meet this request? Industrial Character Area
Will a Variance be needed? ☐ Yes ☒ No
If yes, which Code Section will the applicant need a Variance from? _____

Briefly describe the request:

Petition to annex into the City, Future Land Use Map Amendment to Industrial Character Area, Rezone to Light Industrial, and a Special Use for a Data Center.

Staff Notes:

Will need to have a community meeting with mailed notices being postmarked at least two weeks prior to the date of meeting. Applicant is only responsible for notifying adjacent property owners within the city limits. Community meeting notes must be turned in a week prior to the Planning Commission date. The next deadline for applications submittals is June 9, 2025, to get on the July 22 Planning Commission agenda and the August 19 Mayor & Council agenda.

The undersigned have attended the Pre-Application Meeting to discuss next steps and procedures regarding a zoning application. This signed document shall be included with the zoning application.

Applicant Signature: Scott Greene Date: May 22, 2025
Scott Greene (May 22, 2025 14:31 EDT)

Staff Signature: Amy Dair Date: May 22, 2025

Community Development Director

"Georgia's Greatest Little Town"
Pre-Application Meeting Notes - Zoning Application



The City Of

SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025
Office: 770-464-2380 · Fax: 770-464-2113

CITY OF SOCIAL CIRCLE, GEORGIA ANNEXATION INFORMATION APPLICATION FOR ANNEXATION

TO THE MAYOR AND COUNCIL OF THE CITY OF SOCIAL CIRCLE:

NOW COMES DOUGLAS EUGENE PETERS, DEBORAH SUE PETERS, AND JEREMY REECE, BEING THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY, CONTIGUOUS TO PRESENT CITY LIMITS:

All that tract or parcel of land situate, lying and being in Land Lots 38 and 39 of the First Land District of Walton County, Georgia, and being more particularly described as containing 147.489 acres, as shown on a plat survey prepared by Travis N. Pruitt, Jr., Georgia Registered Land Surveyor, dated February ___, 2025, and described by metes and bounds in Exhibit A attached hereto. Said plat and the attached legal description are hereby made a part of his description by reference of all purposes.

ADDRESS/PARCEL: South of Roy Malcom Road and West of Hawkins Academy Road

THIS APPLICATION IS MADE UNDER THE PROVISIONS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED Section 3 6-36-20 ET SEQ, AND IS MADE FOR THE PURPOSE OF ANNEXING THE ABOVE-DESCRIBED LANDS SO THAT THEY MAY, BY ORDINANCE, BE INCLUDED WITHIN THE CORPORATE LIMITS OF SAID MUNICIPALITY AND MADE A PART THEREOF.

SUBMITTED HERewith IS A COMPLETE SURVEY BY COMPETENT SURVEYOR SHOWING THE LOCATION OF SAID PROPERTY WITH REFARD TO THE EXISTING CITY LIMITS AS WELL AS AN ATTORNEYS CERTIFICATOR OF TITLE SHOWING THE UNDERSIGNED TO BE SOLE OWNERS OF THE PROPERTY.

SURVEY

CERTIFICATE OF TITLE

"Georgia's Greatest Little Town"



The City Of

SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025
Office: 770-464-2380 · Fax: 770-464-2113

Have you as the applicant, agent for applicant, or anyone associated with this application or property, within the last two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the City of Social Circle Mayor or Council?

YES

NO

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (within last 2 years)
NONE	NONE	

*Business entity may be a corporation, partnership, limited partnership, firm, enterprise franchise, association, trade organization, or trust. While other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church foundation, club, charitable organization, or educational organization.

Owners:

Douglas Eugene Peters

Douglas Eugene Peters

Deborah Sue Peters Powers

Deborah Sue Peters Powers

"Georgia's Greatest Little Town"



The City Of

SOCIAL CIRCLE




166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025
Office: 770-464-2380 · Fax: 770-464-2113

100 PERCENT METHOD OF ANNEXATION PETITION REQUESTING ANNEXATION

(Date of Submission)

To the Mayor and City Council of the City of Social Circle, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Mayor and Council of the City of Social Circle, Georgia annex this territory to the City of Social Circle, Georgia, and extend the city boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-20) to the existing corporate limits of Social Circle, Georgia, and the description of such territory is as follows:

Parcel ID	Owner's Name	Address	Signature	Date
C171000000019000	Jeremy Reece	HAWKINS ACADEMY RD, SOCIAL CIRCLE, GA 30025		Jun 09, 2025
				Jun 09, 2025
C171000000020000	Douglas Eugene Peters & Deborah Sue Peters	ROY MALCOM RD, SOCIAL CIRCLE, GA 30025		Jun 09, 2025

"Georgia's Greatest Little Town"



The City Of

SOCIAL CIRCLE

166 North Cherokee Road · Post Office Box 310 · Social Circle, Georgia 30025
Office: 770-464-2380 · Fax: 770-464-2113

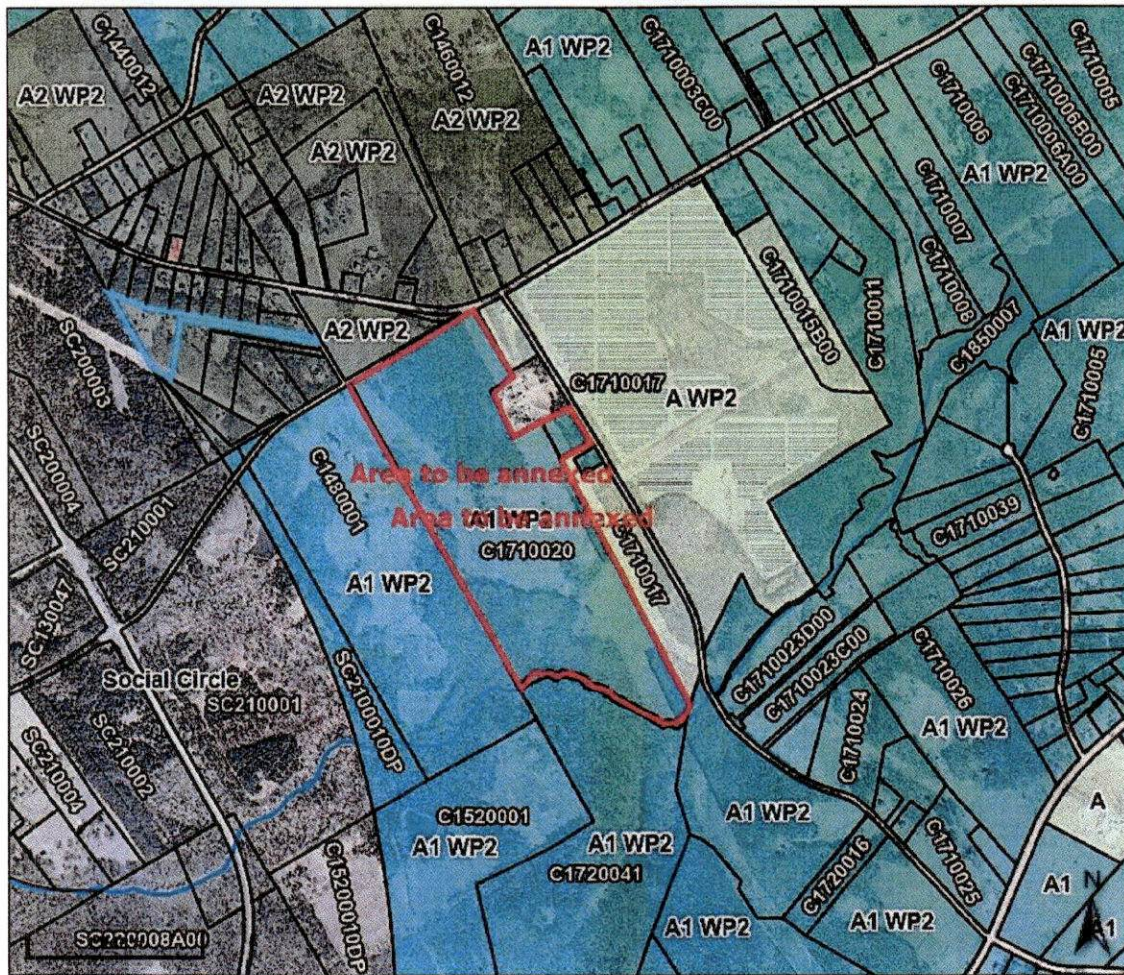


Jeremy Reece

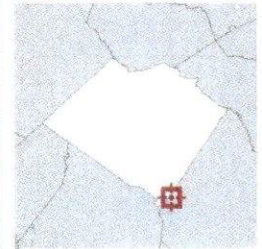
"Georgia's Greatest Little Town"

SOCIAL CIRCLE

Property Owner Authorization



Overview



Legend

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

Parcel ID C1460014G00
 Class Code Residential
 Taxing District Walton County
 Acres 9.51

Owner HAYES BRANDY
 3931 ROY MALCOM SPUR
 SOCIAL CIRCLE, GA 30025
 Physical Address 3931 ROY MALCOM SPUR
 Appraised Value Value \$155800

Last 2 Sales		Reason	Qual
Date	Price		
4/22/2022	\$250000	PP	U
3/26/2021	\$60000	FC	U

(Note: Not to be used on legal documents)

Date created: 9/9/2025
 Last Data Uploaded: 9/9/2025 4:09:08 AM

Developed by  **SCHNEIDER**
 GEOSPATIAL

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
WALTON COUNTY, GEORGIA, TO PROVIDE FOR LOCALITY
PAY AND RETIREMENT SUPPLEMENTS FOR SUPERIOR
COURT JUDGES OF THE ALCOVY JUDICIAL CIRCUIT, TO
REPEAL CONFLICTING RESOLUTIONS AND PORTIONS
THEREOF, AND TO PROVIDE FOR RELATED MATTERS**

WHEREAS, the compensation of superior court judges in Georgia has historically consisted of a state salary along with local supplements provided by the constituent counties of the respective judicial circuits in which the superior court judges served (hereinafter "Legacy Compensation");

WHEREAS, during its 2025-2026 regular session, the Georgia General Assembly enacted House Bill 85 ("H.B. 85"), the Superior Court Judicial Compensation Reform Act, which modified the protocol for the compensation of superior court judges, among other things;

WHEREAS, during its 2025-2026 regular session, the Georgia General Assembly enacted House Bill 86 ("H.B. 86") wherein it revised O.C.G.A. § 45-7-4(d) to generally provide that the state funded base salaries of Georgia's superior court judges shall be set by the Georgia General Assembly in the General Appropriations Act so as not to exceed 90 percent of the annual salary fixed for the judges of the United States District Court for the Northern District of Georgia;

WHEREAS, the base salary for superior judges established by the Georgia General Assembly pursuant to O.C.G.A. § 45-7-4(d) will be \$201,060.00 effective January 1, 2026;

WHEREAS, O.C.G.A. § 15-6-29.2, enacted as part of H.B. 85, generally provides that on and after July 1, 2025, the counties comprising a judicial circuit may provide the judges of such circuit locality pay, up to an aggregate maximum of the lesser of \$20,106.00 or 10 percent of the state annual base salary for superior court judges established pursuant to O.C.G.A. § 45-7-4(d), but that such locality pay shall be decreased to the extent that the base salary established pursuant to O.C.G.A. § 45-7-4 exceeds \$201,600.00, and that such locality pay shall be in lieu of county salary supplements;

WHEREAS, O.C.G.A. § 15-6-29(b), enacted as part of H.B. 85, provides *inter alia* that any superior court judge in office as of July 1, 2025 shall have the right to continue to receive Legacy Compensation but that any such superior court judge may, in the alternative, elect to receive the base salary provided for by O.C.G.A. § 45-7-4(d) and the locality pay provided for by O.C.G.A. § 15-6-29.2 (hereinafter collectively referred to as the "Revised Compensation Structure") in lieu of Legacy Compensation;

WHEREAS, O.C.G.A. § 47-23-106(a) provides that "[w]henver any county within a judicial circuit supplements the state salary paid to active superior court judges...of said circuit, the governing authority of such county shall be authorized, but not required, to supplement the [retirement] benefit being paid pursuant to [said] chapter to...any retired superior court judge...of

said circuit who is receiving [retirement] benefits pursuant to [said] chapter or to supplement the [retirement] benefit being paid pursuant to [said] chapter to any beneficiary of any deceased superior court judge....”

WHEREAS, O.C.G.A. § 15-6-29.2(g) provides that “[n]othing in [O.C.G.A. § 15-6-29.2] or in [O.C.G.A. § 15-6-29(b)] shall operate to alter, amend, contract, expand, extend, limit, modify or terminate retirement benefits or rights thereto in existence prior to July 1, 2025” and that, “[t]o the extent otherwise permitted by law, each county within a judicial circuit is authorized, but not required, to provide retirement benefits based upon the locality pay it provides pursuant to [O.C.G.A. § 15-6-29.2(a)].”

WHEREAS, Walton County and Newton County together constitute the Alcovy Judicial Circuit;

WHEREAS, all active superior court judges of the Alcovy Judicial Circuit who would have been eligible to continue to receive Legacy Compensation, have opted in to the Revised Compensation Structure in lieu of Legacy Compensation;

WHEREAS, the Walton County Board of Commissioners (“Board”) desires for the judges of the Alcovy Judicial Circuit to be paid the maximum locality pay allowed by law, with half of said amount to be paid by each of the two counties of the Alcovy Judicial Circuit, with the intention that the locality pay to which the judges of the Alcovy Judicial Circuit are paid will decrease over time as the base state salary for superior court judges increases over time in accordance with the Revised Compensation Structure; and

WHEREAS, Walton County currently provides a supplement with respect to the state retirement benefit paid to retired Alcovy Judicial Circuit superior court judges and their survivors and the Board desires for Walton County to continue to provide such a supplement as provided herein;

NOW BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY that:

1.

Effective January 1, 2026, Walton County shall pay locality pay to each superior court judge of the Alcovy Judicial Circuit who opts in to the Revised Compensation Structure in an amount equal to one half of the maximum locality pay allowed by law which may be paid to a superior court judge.

2.

The Board authorizes the payment of the locality pay provided for herein with the expectation that Newton County, the other county of the Alcovy Judicial Circuit, will also pay to each judge of the Alcovy Judicial Circuit opting in to the Revised Compensation Structure an amount equal to one half of the maximum locality pay allowed by law which may be paid to a superior court judge, such that each superior court judge of the Alcovy Judicial Circuit opting in

to the Revised Compensation Structure will receive collectively from the two counties of the Alcovy Judicial Circuit the maximum locality pay allowed by law.

3.

The Board authorizes the locality pay provided for herein with the expectation that the maximum amount of locality pay authorized by law, and Walton County's share of the same, will decrease over time pursuant to state law as the state funded base salary paid to superior court judges increases.

4.

Walton County shall supplement the state retirement benefit paid to retired judges of the Alcovy Judicial Circuit as follows:

- (a) For superior court judges retiring prior to January 1, 2021, the Walton County retirement supplement paid to each such judge shall bear the same ratio to such judge's state retirement benefit as the salary supplement paid by Walton County to an active Alcovy Judicial Circuit superior court judge bears to the state salary paid to such judges. However, in no event shall the ratio that the Walton County retirement supplement paid to a such a judge bears to the state retirement benefit paid to such a judge be less than the ratio that the Walton County salary supplement that was paid to such judge immediately prior to the time of his retirement bears to the state salary paid to him or her at such time. The supplement provided for herein shall be paid in equal monthly installments.
- (b) For superior court judges retiring on or after January 1, 2021, without having opted in to the Revised Compensation Structure, Walton County shall supplement the state retirement benefit paid to such judges in an amount equal to two-thirds of the salary supplement paid by Walton County to active judges of the Alcovy Judicial Circuit. The supplement provided for herein shall be paid in equal monthly installments.
- (c) For superior court judges retiring on or after January 1, 2026 who have opted in to the Revised Compensation Structure, or are subject to the Revised Compensation Structure by operation of law, Walton County shall supplement the state retirement benefit in an amount equal to two-thirds of the locality pay provided by Walton County to superior court judges of the Alcovy Judicial Circuit pursuant to O.C.G.A. § 15-6-29.2. The supplement provided for herein shall be paid in equal monthly installments.

5.

If any provision of this resolution is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this Resolution, which shall remain in full force and effect.

6.

Any resolutions or portions of resolutions of the Board which conflict with any of the provisions of this Resolution are hereby repealed.

7.

This resolution shall take effect upon its adoption.

SO RESOLVED and ADOPTED this ____ day of _____, 2025.

BOARD OF COMMISSIONERS OF WALTON COUNTY

David Thompson
Chair

Attest: _____
Rhonda Hawk
County Clerk

[COUNTY SEAL]

November 4, 2025

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, November 4, 2025 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, Planning Director Charna Parker, Assistant Planning Director Kristi Parr 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 Gene Hall, Helen Parker and Charna Parker on their retirement.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:03 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 Shelnett to adopt the agenda. All voted in favor.*

DISCUSSION

County Manager's Report/Update

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

PROCLAMATIONS

Chairman Thompson proclaimed November 11, 2025 as Poppy Day and asked that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy.

PLANNING & DEVELOPMENT

Assistant Planning Director Kristi Parr presented the Planning Commission recommendations.

Z25-0275 - Rezone 7.486 acres from A2 to B2 for a convenience store and warehouse buildings - Applicant/Owner: Blue Eagle Land Investments, LLC - property located at 5187 Highway 81 & Bay Creek Church Road - Map/Parcel C0390008 - District 1

Assistant Director Krist Parr stated that the applicant had requested withdrawal.

Motion: *Commissioner Warren made a motion to allow the applicant to withdraw the application. Commissioner Shelnutt seconded the motion; voted and carried unanimously.*

At 6:14 p.m., Chairman Thompson recused himself for the next item on the agenda and turned the meeting over to Vice Chairman Timmy Shelnutt. Chairman Thompson exited the meeting.

LU25-0310 and Z25-0309 - Rezone a 12.23 acre portion of Parcel C0850156 (47.42 acres) from A2 to B2 for commercial - property located at 2806 Highway 11 and Land Use change on remaining portion of C0850156 consisting of 35.19 acres from Highway Corridor to Suburban to be combined with an 83.08 acre portion of C0850149 to be rezoned from A2 and A1 to R1OSC for a total of 118.27 acres to be developed as an R1OSC Subdivision - property located on George Williams Road - Applicant: Baldpates General Contracting, LLC/Owner: Bison Estate, LLC - District 5

Planning Commission recommended approval with the following conditions: 1) Commercial property to have professional landscaping, 2) no lighting other than downward lighting, 3) no request in the future for conditional use for outside storage, 4) commercial building to have brick front façade aesthetically pleasing, 5) agricultural disclosure on every sales contract.

County Attorney Chip Ferguson opened the public hearing on the matter. Attorney Andrea Gray spoke on behalf of the applicants. She stated that the development would be 99 homes on 118.27 acres with commercial properties fronting the development with entrance from Hwy. 11. The main entrance will be behind the commercial property fronting on George Williams Road. The R1OSC is consistent with the Land Use Plan and meets all requirements. The density is lower than required in the ordinance and the applicants will comply with the Planning Commission recommendations. June Gossling and Ginny Vanoostrum spoke in opposition. If approved, they would like to request the zoning be B-1 instead of B-2 and that the same entrance be used at Hwy. 11 for the subdivision and not have an additional entrance on George Williams Road. Josh Parker spoke, stating he was pro-development but would also like to see the entrance from Hwy. 11. In rebuttal, Andrea Gray stated that they had no intention of having a gas station and purposely separated the commercial development to have a more desirable entrance to the subdivision. This will allow for keeping the spaces separate so as to blend with the rural character. She further asked that they not be treated differently than any other developments. Attorney Ferguson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to approve with the Planning Commission recommendations and with the exception that the B2 zoning be B-1, which is consistent with professional office buildings, no convenience stores, vape stores or tattoo parlors. Commissioner Myers seconded the motion. Commissioners Warren, Myers, Adams and Dixon voted in favor. Commissioner Bradford opposed the motion with Vice Chairman Shelnutt abstaining. The motion passed.*

At 6:41 Chairman Thompson returned to the meeting.

Z25-0311 - Rezone 48.84 acres from A1 to B3 for a technical training facility - Applicant: Dycom

Industries, Inc./Owners: Bobby Smith Chancey, Darin S Wasileski, John Mark Mazzawi, Jeffery Miles Mazzawi - property located at 1098 Highway 78 and Jim Daws Road - Map/Parcels C1640116 and C1640121 - District 6

Planning Commission recommended approval with conditional use for residential aspect for a manager to live there 24-7 and housing for people that come to train there for overnight stay.

County Attorney Chip Ferguson opened the public hearing on the matter. Andrea Gray spoke on behalf of Dycom Industries. Dycom is a publicly traded company and leader of providing specialty utility training across the United States. The area is consistent with adjoining properties. They are requesting approval with a conditional use to allow for a manager to live on site 24/7 and housing for trainees. Bernard Burns spoke in favor requesting they have training recruitment at the Walton Co. Schools. There was no opposition present. Attorney Ferguson closed the public hearing on the matter.

Motion: *Commissioner Dixon made a motion to approve per the Planning Commission recommendations, allowing the conditional use for the manager to live there and housing provided for trainees. He also asked that they do as much local recruitment as possible. Commissioner Bradford seconded the motion; voted and carried unanimously.*

AZ25-0328 - Alteration to zoning conditions on 8.74 acres to remove conditions and request to allow parking of boats and RV's - Applicant: Danny Cagle - Owner: Jeff VanDeMark (Pinnacle Sports Academy) - property located at 120 Highway 78 - Map/Parcel C1890002 - District 4

Attorney Chip Ferguson opened the public hearing on the matter. Chris Cagle spoke in favor asking they be allowed to have parking for RV's and boats, removing the condition of "this use only." Russell Bennett spoke in opposition stating his concerns of possible big truck parking and safety. He further stated he did not have a problem with RV's and boat parking. There was no further opposition. Attorney Ferguson closed the public hearing.

Motion: *Commissioner Bradford made a motion to amend the conditional use to allow for boat and RV parking. Commissioner Adams seconded the motion and all voted in favor.*

AZ25-0338 - Alteration to Zoning Conditions on 11.56 acres to remove part of condition #3 and request to allow planting of the trees to be on the site side of the fence - Applicant: Danny Cagle/Owner: Ho Hum, LLC - property located on Lowry Road, 2720 Ho Hum Hollow Road and Highway 78 - Map/Parcel C0610156 - District 1

Assistant Planning Director Kristi Parr stated that the applicant had withdrawn the application.

Motion: *Commissioner Warren made a motion to accept the withdrawal of the application. Commissioner Adams seconded the motion; voted and carried unanimously.*

OA25-0356 - Amendment to Impact Fee Ordinance

Kristi Parr stated that the purpose is to amend the verbiage, eliminating the need for a steering committee and increasing the impact fees.

Attorney Chip Ferguson opened a public hearing on the matter. There was no one present to speak at the public hearing. Attorney Ferguson closed the public hearing.

Motion: Commissioner Adams made a motion to approve the amendment, seconded by Commissioner Shelnutt. All voted in favor.

ADMINISTRATIVE CONSENT AGENDA

1. Approval of October 7, 2025 Meeting Minutes
2. Contracts & Budgeted Purchases of \$25,000 or Greater
3. Declaration of Surplus
4. Reeves Young Change Proposal #41 - Walnut Grove Park - Excavation of Unsatisfactory Material and Replacement \$0 (for the record)
5. GDOT TIME Taskforce Grant - \$17,715.00 – EMA
6. Change Order #19 - McCarthy Barnsley - \$211,213.47
7. MOA Financial Commitment - Dewey Hogan @ Beaverdam Creek - Former GDOT document stated Chickamauga Creek (for the record)

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

FINANCE

Finance Director Jennifer Wall presented the financial matters.

Resolution - FY 26 Budget Amendments

Motion: Commissioner Shelnutt made a motion, seconded by Chairman Thompson, to approve the FY 26 Budget Amendments as presented. All voted in favor.

Resolution - Project Length Budget for Deep Patching and Resurfacing Project - Public Works

Motion: Chairman Thompson made a motion to approve the FY26 LMIG and SPLOST IV Resurfacing Project. Commissioner Adams seconded the motion; voted and carried unanimously.

Vacation Buy Back

Motion: Commissioner Shelnutt made a motion, seconded by Commissioner Myers to approve the vacation buy back for December. All voted in favor.

Proposed Lease Financing Schedules - Ford Credit Municipal Finance - 32 units – WCSO

County Manager John Ward explained that this will convert the budgeted funds for FY26 into a lease with Ford Credit and the vehicles will come from Loganville Ford.

Motion: Commissioner Adams made a motion, seconded by Commissioner Dixon, to approve the financing schedules. All voted in favor.

SHERIFF

Colonel Scott Whisnant presented requests from the Sheriff's Office.

Addendum to Agreement - School Resource Officers - Walton Co. School District

Motion: Commissioner Myers made a motion to approve the addendum. Commissioner Shelnut seconded the motion and all voted in favor.

Agreement - Victory Baptist School - WCSO

Motion: Commissioner Adams made a motion seconded by Commissioner Bradford to approve the agreement for reserve deputies for Victory Baptist School. All voted in favor.

Agreement - Motorola Cameras - WCPSC

Motion: Commissioner Bradford made a motion to approve the agreement to outfit 32 vehicles and body cameras. Commissioner Dixon seconded the motion; voted and passed unanimously.

CONTRACTS

Budget Amendment - Change Order - Alcovy Judicial Circuit - A-V Costs

Motion: Commissioner Adams made a motion, seconded by Commissioner Bradford to approve the budget amendment and change order. All voted in favor.

Professional Services Agreement - Break the Cycle Counseling & Consulting, LLC - Life Skills Classes - Juvenile Court (subject to Co. Attorney review)

County Attorney Chip Ferguson stated that the review was complete and ready for execution.

Motion: Chairman Thompson made a motion to approve the agreement with Break the Cycle Counseling & Consulting, LLC for Life Skill Classes for Juvenile Court. Commissioner Warren seconded the motion and all voted in favor.

GDOT Request - Indication of Roundabout Support - SR 81 @ June Ivey Road/Bentley Road

Motion: Commissioner Adams made a motion to approve the Indication of Support for the roundabout at SR 81 @ June Ivey Road/Bentley Road. Commissioner Bradford seconded the motion; voted and carried unanimously.

APPOINTMENTS

Walton County Hospital Authority

Motion: Chairman Thompson made a motion to appoint Dr. Jeremy Adams, Tonya Parr and Sandy Haupt to the Walton County Hospital Authority. Commissioner Bradford seconded the motion and all voted in favor.

Board of Assessors

Motion: Commissioner Myers made a motion to reappoint Glenn Barton to the Board of Assessors. Commissioner Adams seconded the motion; voted and carried unanimously.

Azalea Regional Library - Board of Trustees

Motion: Commissioner Dixon made a motion to appoint Matt Remillard to fill a vacancy on the Azalea Regional Library Board with a term to expire June 30, 2032. Commissioner Adams seconded the motion. All voted in favor.

EXECUTIVE SESSION

Motion: At 7:25 p.m., Commissioner Shelnutt made a motion to enter into executive session to discuss land acquisition and economic development. Commissioner Adams seconded the motion and all voted in favor.

Motion: At 7:49 p.m., Commissioner Bradford made a motion to return to regular session. Commissioner Adams seconded the motion and all voted in favor. There were no votes taken in executive session.

ADJOURNMENT

Motion: Commissioner Adams made a motion, seconded by Commissioner Bradford, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:49 p.m.

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

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

December 2, 2025

Department	Fund	Description	Payee	Amount
Budget Year FY26				
	100	Premium for Dec 2025-For the Record	One America	\$ 44,195.53
Various		Defined Benefit Plan Contribution 2025	ACCG Pension Trust	\$ 2,854,276.00
Various		Replenish Funds In Workers Comp-For the Record	Walton Co BOC	\$ 110,176.00
Various		Replenish Funds in Health Benefits-For the Record	Walton Co Health Benefits Trust	\$ 750,000.00
Elections				
	1401 100	Election Day Payroll	Chase Staffing	\$ 29,679.00
Law				
	1530 100	General Legal Fees Oct 2025-For the Record	Atkinson Ferguson	\$ 26,257.06
Data Processing				
	1535 100	Core Datastore Enclosure	Shi International Corp.	\$ 96,866.20
Sheriff				
	3300 100	Flock Safety Falcon & Flock Safety Advanced Search	Flock Group, Inc.	\$ 155,000.00
Jail				
	3325 100	Specialty Care Overage for Inmate Medical	Correct Health	\$ 66,353.43
	3325 100	Specialty Care Overage for Inmate Medical	Correct Health	\$ 30,597.43
	3325 100	Medical 9/25-9/30	MedTrust LLC	\$ 74,718.12
	3325 100	Medical October	MedTrust LLC	\$ 436,354.92
	3325 100	Dec 25 Allocation: Complex Maintenance	TKC Management Services	\$ 56,839.00
	3325 100	Floor Cleaning Supplies/Lice & Body Shampoo	TKC Management Services	\$ 25,317.00
	3325 100	Body Armor	T&T Uniforms	\$ 37,942.00
Splost 2013				
	3325.13 322	Jail Access Road- For the Record	Precision Planning Inc	\$ 3,972.07
Jail Bond 2021				
	3325.22 315	Fiscal Agent Fees-For the Record	Regions Bank	\$ 2,430.00

Department	Fund	Description	Payee	Amount
Fire				
	3520.270	270	Uniforms for Entire Dept.	Uniforms Unlimited \$ 40,000.00
EMS				
	3610	531	Ambulance Billing-October	Emergency Billing, LLC \$ 27,983.55
Roadways and Walkways				
	4220	100	Partial Retainage Release/Baker St & 78/SR 10 Improvements-For the Record	Summit Construction & Development \$ 135,083.95
Water				
	4446	507	Water and Testing - For the Record	Cornish Creek Water Fund \$ 246,499.00
	4446	507	Resupply Inventory for meters & vavles	Delta Municipal Supply Co. Inc. \$ 38,095.82
Parks & Rec Splost 2019				
	6220.19	323	Professional Engineering-For the Record	Matrix Engineering Group Inc \$ 450.00
	6220.19	323	The Grove Park Construction Admin-For the Record	Precision Planning Inc. \$ 250.00
American Rescue Fund				
	257		Right of Way Appraisal Services-For the Record	BM&K Inc \$ 7,250.00
	257		Professional Engineer Oct-For the Record	Engineering Strategies Inc \$ 7,493.00
	257		HLC Management-For the Record	Precision Planning Inc. \$ 32,734.39
HLC Water Treatment Facility				
	504		Professional Engineering Oct 25	Archer Western Construction \$ 3,979,156.22
Hard Labor Creek				
	4405	508	Daily Monitoring of Traps & Removal of Animals Oct 25-For the Record	Alan D Barton \$ 2,362.50
	4405	508	HLC O&M-For the Record	Precision Planning Inc. \$ 2,252.94
	508		Arbitrage Rebate Calculation-For the Record	Bingham ARS, INC \$ 900.00
				\$9,321,485.13

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **December 2, 2025**

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:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

WALTON COUNTY MISCELLANEOUS SURPLUS

Items released as County Surplus Property on this 2nd day of December, 2025

QTY	Dept. or ID #	DESCRIPTION (make/model/year if Applicable)	SERIAL / V.I.N. (if applicable)
1	Finance	Calculator	
11	Superior Court	Chairs (4 broken)	
8	IT	Computer Keyboard	
2	IT	Computer Mouse	
6	IT	Surge Protectors	
1	IT	Wbox Technologies UPS	FAEGN2000106
4	IT	Computer Speakers	
4	IT	Computer Mics	
1	IT	JVC Super VHS ET	105E3199
1	IT	Shure microphone mixer	2429270
1	IT	Samsung VHS	6RBXB04046W
1	IT	AF CCD Camera	139747
1	IT	Intelix HD18S	
1	IT	AverMedia/AverKey Imicro	217430050
2	IT	APC UPS	4B1226P00173, 4B1445P4461
1	IT	Solo8 HoverCam	SL8P210409573E5FD
1	IT	Cisco Linksys WRT54GS2	CUQ01K134705
2	IT	HP LaserJet Pro 400 M401dne	JPGFH32430, JPGFH31625
1	IT	HP LaserJet Managed E40040	PHBCG45040
2	IT	HP Laser Jet 1320	CNFC554M0, CNDCS2K10J
2	IT	Canon DR-C225	GW387267, GW382124
1	IT	Espon DS-530	X2HJI=152178
1	IT	Durabrand Phone ph-3238	M6320820633
2	IT	Mitel 5320 IP Phone	SZFW18380PV, ISZFW18380PN
1	IT	HP E231i Monitor	3CQ5162F3T

WALTON COUNTY MISCELLANEOUS SURPLUS

Items released as County Surplus Property on this 2nd day of December, 2025

QTY		DESCRIPTION (make/model/year if Applicable)	SERIAL / V.I.N. (if applicable)
2	IT	Acer A11917 C Monitors	ETL730821674301CEE424D, ETL630C277811140B14079
1	IT	Dell ST220Lb Monitor	Mx-01XGM4-74262-163-158L
1	IT	ViewSonic VS14589	T1W144901470
1	IT	ViewSonic VA2456A-MHD	XVF2524A6960
5	IT	ViewSonic VS15451	TSP134201719, TSP134201727, TSP1507A5987, TSP140307305, TSP140307310
1	IT	ViewSonic VS15453	TST162121621
5	IT	ViewSonic VS11422	RBD102200349, RBD101700549, RBD10220122, RBD101700449, RBD101700559
1	IT	Dell Monitor 1909Wb	
1	IT	ViewSonic VS12512	R9R102900438
2	IT	ViewSonic VS14298	STB132340351, STB120520801
1	Fire	2000 Stephen HS-3520	1S9A3JLE6Y1003068
1	Public Works	Tarp 12x26 - Can't use and can't return	
1	Public Works	2012 Nissan UD3300	JNAK510L3CAH15157
1	Public Works	1999 Freightliner FL70	1FV6HFAA4CHA52084
1	Public Works	Air Dryer Kit 47502Z9026	
1	Public Works	Fuel Filter 5221478337	
1	Public Works	Fuel Filter 5221478340	
1	Public Works	PCV Filter 58221535312	
1	Public Works	Fuel Lid 5221607180	
1	Public Works	Oil Filter 5221861283	
1	Public Works	Fan Belt 1711297010	

WALTON COUNTY MISCELLANEOUS SURPLUS

Items released as County Surplus Property on this 2nd day of December, 2025

QTY	Dept. or ID #	DESCRIPTION (make/model/year if Applicable)	SERIAL / V.I.N. (if applicable)
1	Public Works Planning &	Hand Punch Timeclock	4000A
2	Development	Office Chairs	

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **December 2, 2025**

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

If so, When? **2/13/2024**

TOPIC: **Donation of previously surplussed vehicle to the BOE**

Wording For Agenda: **Donation of Surplussed Vehicle to the BOE**

This Request: **Informational Purposes Only**

Needs Action by Commissioners* Yes

***What action are you seeking from the Commissioners? Requesting permission to donate 2008 Ford F-350 that was originally surplussed at the 2/13/2024 Board meeting from Traffic Operations to the Walton County BOE. Please see the attached original surplus form**

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:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Board of Commissioners

Surplus Vehicle/Equipment Notice

Date: 10/31/2008Department: Traffic Ops Authorized By: Ashley Casan
(Department Head or Designee Signature)Year: 2008 Manufacturer: Ford Model: F-350VIN Number: 1FDNW36Y88EC84463 Vehicle/Equipment #: TD000643

Odometer Reading: _____ Odometer Working? YES NO

Vehicle Condition:

Interior: Excellent Good Fair Poor

Mechanical: Excellent Good Fair Poor

Comments: _____

Current Location of Vehicle: Public Works

WITH ALL OF THE INFORMATION ENTERED, FORWARD ORIGINAL FORM TO:

Public Works Designee: J.T. Little (ext. 1414)

Orange fuel key MUST be sent to Risk Mgmt., fuel cards MUST be sent to Finance with a copy of this form, and the tag MUST be sent to the Tax & Tag Office.

Completed form emailed or fax sent to:Finance Dept. Email: Jennifer.wall@co.walton.ga.us & mpeters@co.walton.ga.usRisk Management Email: gretchen.thurmond@co.walton.ga.usPublic Works Email: lauren.mitchell@co.walton.ga.us

Date Sent to All Depts. Above: _____

Board Action: _____ Date: _____

(If Required)

Above Information is Correct:

(Public Works Designee Signature)

(Printed Name)

(Date)

Public Works Keeps Original Form

ENTERED
 1-29-24
 Agenda

Summary of Actions Taken at November 13, 2025
Meeting of the Walton County Water and Sewerage Authority

- Consider Adoption of Meeting Agenda – **APPROVED**
- WCWSA Review/Approval of August 22, 2025 Meeting Minutes – **APPROVED**
- Discuss proposed costs submitted by Archer-Western and Jacobs Engineering to expand the Water Treatment Facility from 12 to 16 MGD, for a not to exceed cost of \$7,500,000. – **APPROVED**
PROCEEDING WITH EXPANSION SUBJECT TO FUNDING PROCUREMENT
- Consider the HLC Executive Committee’s recommendation to prequalify the following contractors for construction of the water transmission main projects. -- **APPROVED**
 - Cleary Construction, Inc. Tompkinsville, KY
 - Don Moorhead Construction, Inc. Anderson, SC
 - Garney Companies, Inc. Alpharetta, GA
 - JDS, Inc. Lawrenceville, GA
 - Legacy Water Group, LLC Covington, GA
 - Mid-South Builders, Inc. Lithonia, GA
 - Morgan Contracting, Inc. Knoxville, TN
 - RDJE, Inc. Newnan, GA
 - Reynolds Construction, LLC Fairburn, GA
 - Ruby Collins, Inc. Smyrna, GA
 - Southeast Connection, LLC Conyers, GA
 - Strack, Inc. Fairburn, GA
 - Strickland & Sons Pipeline, Inc. Gainesville, GA
- Consider proposal from GroundsMen LLC for dam site herbicide application to eliminate johnsongrass in the amount of \$9,720. – **APPROVED**

Please return to:
 WALTON COUNTY BOARD OF COMMISSIONERS
 111 South Broad Street
 Monroe, Georgia 30655

STATE OF GEORGIA
 COUNTY OF WALTON

RE: Parcel C1200057A00
 Dry Pond Road Culvert Replacement

RIGHT OF WAY AND PERMANENT SLOPE EASEMENT DEED

THIS CONVEYANCE made and executed this 11th day of November, 2025.

WITNESSETH THAT Mary F. Griffeth the undersigned, is/are the owner of a tract of land known as Parcel C1200057A00 in Walton County, Georgia, along Dry Pond Road.

NOW, THEREFORE, in consideration of \$1,000 in hand paid, I do hereby grant and convey to Walton County, Georgia, and its duly elected and serving Board of Commissioners, and their successors in office, permanent right-of-way of 0.009 acres (378 S.F.) and a permanent slope easement of 0.088 acres (3,836 S.F.). As further consideration, the site shall be graded, grassed and restored by Walton County.

Said right of way and permanent slope easement hereby conveyed are shown on the drawing of the property attached hereto as Exhibit "A" and made a part of this description.

To have and to hold the said right-of-way and permanent slope easement unto Walton County, its successors, and assigns;

I hereby warrant that I have the right to sell and convey said easement rights, and I bind myself, my heirs, executors, administrators, successors and assigns forever to defend said title by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) the day above written.

Signed, sealed and delivered
 this 11th day of November
 2025, in the presence of:

Mary F. Griffeth

By: Mary F. Griffeth
 Signature

Kuo P. H.
 Unofficial Witness

[Signature]
 Notary Public

NATALIE PIFER
NOTARY PUBLIC, ROCKDALE COUNTY, GEORGIA
MY COMMISSION EXPIRES
10/19/27

(Affix notary seal and commission expiration date.)

EQUIPMENT USED:

A TRIMBLE S6 ROBOTIC TOTAL STATION & A CARLSON BRX7 GNSS MULTI-FREQUENCY (L1,L2 & L5) RECEIVER, CONNECTED TO THE eGPS GNSS REAL TIME NETWORK WAS USED TO OBTAIN THE LINEAR & ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 33,456 FEET.

FIELD CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 28,338 & AN ANGULAR ERROR OF 1.0 SECONDS PER ANGLE POINT & WAS ADJUSTED USING LEAST SQUARES. THE FIELD SURVEY WAS COMPLETED ON 4/25/2025.

AREA SUMMARY CHART

MARY F. GRIFFETH

PARCEL # C1200057A00

RIGHT-OF-WAY DEDICATION

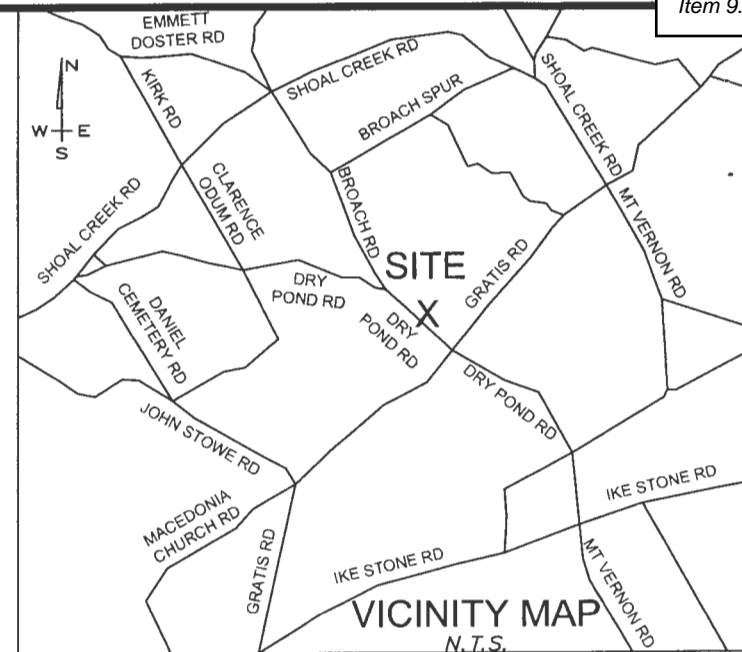
= 0.009 ACRES (378 S.F.)

PERMANENT SLOPE EASEMENT

= 0.088 ACRES (3,836 S.F.)

PAGE SUMMARY:

- 1.) COVER SHEET/NOTES/AREA SUMMARY
- 2.) EASEMENT PLAT & LINE TABLE

**NOTES:**

- 1.) ALL AREAS INCLUDES EASEMENTS WITHIN.
- 2.) THE TITLE RESEARCH PERFORMED IN THE PREPARATION OF THIS SURVEY IS LIMITED TO THE INFORMATION NECESSARY TO OUTLINE THE PROPERTY LINES OF THE SUBJECT PROPERTY AND THE ADJOINERS. THIS SURVEY DOES NOT CONSTITUTE A TITLE EXAMINATION, MATTERS OF RECORD WHICH AFFECT THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.
- 3.) UNIT OF MEASUREMENTS IS U.S. SURVEY FOOT, DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.

—THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

—INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

SURVEYOR CERTIFICATION

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Donald E. James

DONALD E. JAMES, GEORGIA PLS 003450

10/13/2025

DATE:



planners • engineers • architects • surveyors

Georgia Land Surveying Firm COA # LSF000313
400 Pike Boulevard, Lawrenceville, Ga 30046
770.338.8000 • www.ppi.us • info@ppi.us

EASEMENT PLAT FOR:

WALTON COUNTY BOARD OF
COMMISSIONERS

DRY POND ROAD CULVERT REPLACEMENT

DRAWING
NUMBER

1 OF 2

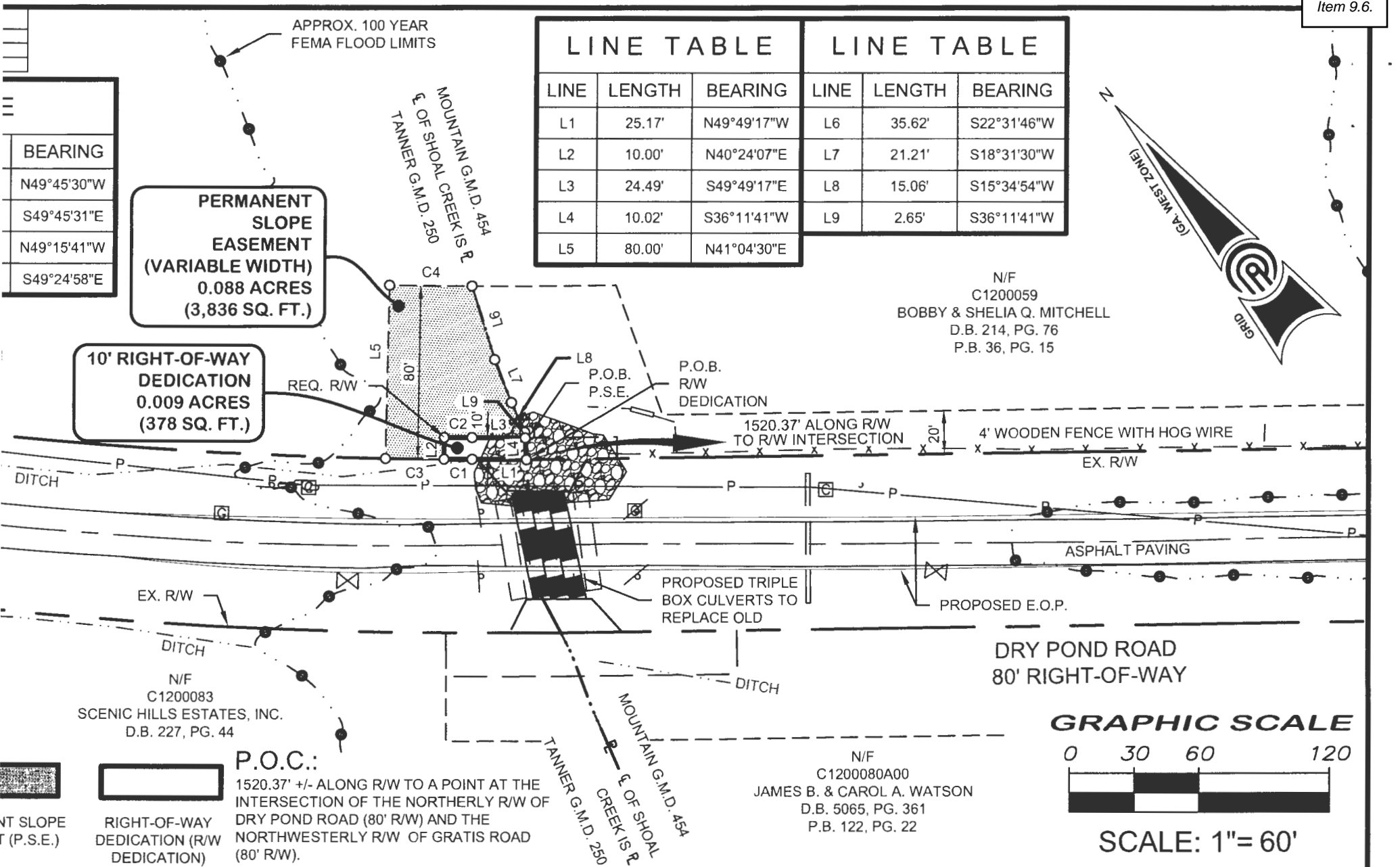
LAND DESCRIPTION
10' RIGHT-OF-WAY DEDICATION
Parcel # C1200057A00
MARY F. GRIFFETH

All that tract or parcel of land lying and being in Land Lot 175, of the 3rd District, Tanners G.M.D. 250, Walton County, Georgia and being more particularly described as follows;

To find **THE POINT OF BEGINNING**, commence at a Point at the intersection of the Westerly Right-of-Way of Gratis Road and the Northerly Right-of-Way of Dry Pond Road (80' R/W); THENCE continuing along said Right-of-Way of Dry Pond Road for a distance of 1520.37 feet to a Point in the centerline of Shoal Creek, said point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and leaving said centerline of Shoal Creek and continuing along said Right-of-Way of Dry Pond Road the following two (2) courses and distances, North 49 degrees 49 minutes 17 seconds West for a distance of 25.17 feet to a Point; THENCE along a curve to the right having a radius of 2320.91 feet and arc length of 13.00 feet being subtended by a chord of North 49 degrees 45 minutes 30 seconds West for a distance of 13.00 feet to a Point; THENCE leaving said Right-of-Way, North 40 degrees 24 minutes 07 seconds East for a distance of 10.00 feet to a Point; THENCE along a curve to the left having a radius of 2310.91 feet and arc length of 12.96 feet being subtended by a chord of South 49 degrees 45 minutes 31 seconds East for a distance of 12.96 feet to a Point; THENCE South 49 degrees 49 minutes 17 seconds East for a distance of 24.49 feet to a Point in the aforesaid centerline of Shoal Creek; THENCE continuing along said centerline of Shoal Creek, South 36 degrees 11 minutes 41 seconds West for a distance of 10.02 feet to a Point on the aforesaid Right-of-Way of Dry Pond Road, said point being the **TRUE POINT OF BEGINNING**.

Said property contains 0.009 Acres (378 Square Feet) as shown as a Right-of-Way Dedication on the Easement Plat for Walton County Board of Commissioners, prepared by Precision Planning, Inc. (Job# T03170M), and dated 10/13/2025.



NT SLOPE
R (P.S.E.)

RIGHT-OF-WAY
DEDICATION (R/W
DEDICATION)

PRECISION
Planning Inc.

planners • engineers • architects • surveyors

Georgia Land Surveying Firm COA # LSF000313
400 Pike Boulevard, Lawrenceville, Ga 30046
770.338.8000 • www.ppi.us • info@ppi.us

EASEMENT PLAT FOR:
WALTON COUNTY BOARD OF
COMMISSIONERS

DRY POND ROAD CULVERT REPLACEMENT

DRAWING
NUMBER
2 OF 2

**LAND DESCRIPTION
PERMANENT SLOPE EASEMENT
(VARIABLE WIDTH)
Parcel # C1200057A00
MARY F. GRIFFETH**

All that tract or parcel of land lying and being in Land Lot 175, of the 3rd District, Tanners G.M.D. 250, Walton County, Georgia and being more particularly described as follows;

To find **THE POINT OF BEGINNING**, commence at a Point at the intersection of the Westerly Right-of-Way of Gratis Road and the Northerly Right-of-Way of Dry Pond Road (80' R/W); THENCE continuing along said Right-of-Way of Dry Pond Road for a distance of 1520.37 feet to a Point in the centerline of Shoal Creek; THENCE leaving said Right-of-Way and continuing along said centerline of Shoal Creek, North 36 degrees 11 minutes 41 seconds East for a distance of 10.02 feet to a Point, said point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and leaving said centerline of Shoal Creek, North 49 degrees 49 minutes 17 seconds West for a distance of 24.49 feet to a Point; THENCE along a curve to the right having a radius of 2310.91 feet and arc length of 12.96 feet being subtended by a chord of North 49 degrees 45 minutes 31 seconds West for a distance of 12.96 feet to a Point; THENCE South 40 degrees 24 minutes 07 seconds West for a distance of 10.00 feet to a Point on the aforesaid Right-of-Way of Dry Pond Road; THENCE continuing along said Right-of-Way along a curve to the right having a radius of 2320.91 feet and arc length of 27.26 feet being subtended by a chord of North 49 degrees 15 minutes 41 seconds West for a distance of 27.26 feet to a Point; THENCE leaving said Right-of-Way, North 41 degrees 04 minutes 30 seconds East for a distance of 80.00 feet to a Point; THENCE along a curve to the left having a radius of 2240.91 feet and arc length of 38.40 feet being subtended by a chord of South 49 degrees 24 minutes 58 seconds East for a distance of 38.40 feet to a Point in the aforesaid centerline of Shoal Creek; THENCE continuing along said centerline of Shoal Creek the following four (4) courses and distances, South 22 degrees 31 minutes 46 seconds West for a distance of 35.62 feet to a Point; THENCE South 18 degrees 31 minutes 30 seconds West for a distance of 21.21 feet to a Point; THENCE South 15 degrees 34 minutes 54 seconds West for a distance of 15.06 feet to a Point; THENCE South 36 degrees 11 minutes 41 seconds West for a distance of 2.65 feet to a Point, said point being the **TRUE POINT OF BEGINNING**.

Said property contains 0.088 Acres (3,836 Square Feet) as shown as a Permanent Slope Easement on the Easement Plat for Walton County Board of Commissioners, prepared by Precision Planning, Inc. (Job# T03170M), and dated 10/13/2025.

Agreement for Provision of Probation Services for the Probate Court of Walton County, Georgia

This AGREEMENT is made by and between **Southeast Corrections, LLC** organized under the laws of the State of Georgia with its principal place of business at 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 hereinafter “Contractor” and **Walton County, Georgia**, a member of ACCG, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as “County” with the express written consent of the Chief Judge of the Probate Court of Walton County, Georgia. This Agreement is governed by *O.C.G.A. §§ 42-8-100 et. seq.* and the parties enter the agreement under the specific authority granted therein.

WITNESSETH:

WHEREAS, County wishes to contract with Contractor to provide probation services for the Probate Court of Walton County, Georgia, hereinafter referred to as “Court”; and

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

WHEREAS, Contractor has a Fee Schedule (which is attached hereto as Exhibit A and is incorporated herein by this reference) for the services to be provided and the costs of said services to be paid by those placed on probation by a Judge of the Court; and

Now, therefore, the County and Contractor, in consideration of the mutual covenants and promises contained herein do agree as set forth below:

Section 1: Contractor’s Services

The Contractor shall provide probation services including but not limited to:

1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings.
2. The Contractor shall maintain for the life of the Agreement a probation office within Walton County.
3. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.
4. The Contractor shall meet with each probationer placed on probation under the supervision of the Selected Contractor at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Court order may be required to meet with their supervisor more than one (1) time every month. At the discretion of the Court, the Contractor shall provide intensive probation services that may include the requirement(s) for weekly reporting, virtual visits, or a combination of any or all these requirements. For probationers placed on intensive probation, the Contractor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements are in effect.

5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.
6. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
7. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
 - a. Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on no less than a monthly basis. All funds and payments shall be accompanied with reporting and accounting through integration with the Court's computer software system in a format as determined by the Court.
 - b. The Contractor shall collect fines, fees, restitution, and court costs assessed to the probationer by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrears only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each probationer. The Contractor will further provide a written receipt of all moneys paid to the Contractor by a probationer each time he or she makes a payment.
 - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
 - d. The Contractor shall assess a \$75 warrant fee per occurrence when a warrant is requested due to a probation violation and later signed by the Court. The Contractor will remit all warrant fees collected from probationers to the Court as a part of the records reconciliation and payment reimbursement process as prescribed in item number .25. The Contractor shall retain no portion of warrant fees ordered and/or collected.
8. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest-bearing account without benefit or profit from said accounts.
9. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees collected be retained by the Contractor.

10. A nine dollar (\$9.00) per month surcharge shall be collected from each probationer placed on probation by the Contractor, unless the probationer is exempted by the Court, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13 (f).
11. Contractor shall adhere to O.C.G.A. §42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
12. Contractor shall adhere to O.C.G.A. §42-8-103.1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

Further, When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.
13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the County limits of Walton County, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
14. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing and shall pay those costs pursuant to the Fee Schedule provided.
15. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Any electronic monitoring shall be in accordance with the attached Exhibit B. Probationers shall assume the cost of electronic monitoring and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.
16. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.

17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.
18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant.
19. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
20. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur, and the amounts and dates of all monies collected.
21. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records, and papers of whatever kind relative to the supervision of probationers and shall make the same available only to authorized employees of the Contractor and authorized personnel of the County of Walton, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
22. In accordance with Georgia Department of Corrections Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the County and shall make the same available only to the Court, Walton County officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of Walton County, Georgia.

The Contractor may retain confidential copies for its files if so desired.

Where not specifically defined above, the Contractor shall adhere to O.C.G.A. §42-8-108, O.C.G.A. §42-3-3, O.C.G.A. §42-8-106.1 and O.C.G.A. §42-8-109.2 as they relate to record keeping and reports required by Georgia State law.

23. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.

24. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Contractor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.
25. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
26. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents, or representatives, engage in any employment, business, or activity that interferes with or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Contractor nor any of its employees, agents, or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents, or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
27. The Contractor shall supervise all persons assigned to probation by the Court with an average ratio of probationers to staff of no greater than three hundred (300) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by Department of Community Supervision's Adult Misdemeanor Probation Oversight Unit.
28. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
 - a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-107;
 - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8-107;
 - c) Has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-107; and
 - d) Has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Contractor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-107.
 - e) Where not specifically defined above, Contractor shall adhere to Georgia Department of Community Supervision Rules 105-2.09 and 105-2.12 related to employee qualifications, initial training, and continuing education.
 - f) Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.10 and O.C.G.A. §35-3-34 related to criminal background checks.

29. Under no circumstances shall costs or charges be incurred by the Court or the County from the Contractor for services rendered to the Court or the County. Under no circumstances shall the Court or the County be invoiced, receive a statement, or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.
30. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.
31. Within thirty (30) calendar days of Agreement termination with the County, the Contractor shall return/turn over to the County all files, documents, correspondence, papers and databases applicable to the County's Agreement and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the County.
32. Conflicts of Interest: The Contractor shall deliver to the County Clerk an affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that in rendering services to the County that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents, or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, the Contractor shall disclose immediately to the County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor's County's, officers, employees, agents or anyone providing services under this Contract. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Contractor's failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the County to pursue damages or other remedies.

The Contractor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing, or as may be required by law.

33. Follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the activities and services provided under this Contract.

Section 2: Contractor's Reporting and Data Requirements

The following performance measures are the minimum data and reporting that the County requires tracking progress of the services provided. This information is a minimum and other measures may be requested to be tracked during the term of this Contract.

§ 42-8-108. Quarterly report to judge and council; records to be open for inspection

(a) Any private corporation, private enterprise, or private agency contracting to provide probation services or any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall provide to the judge who consented to such contract or agreement and DCS a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as DCS may require. Information reported pursuant to this subsection shall be annually submitted to the governing authority that entered into such contract and thereafter be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50. Local governments are encouraged to post electronic copies of the annual report on the local government's website, if such website exists.

(b) All records of any private corporation, private enterprise, or private agency contracting to provide services or of any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.

Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.13.

Section 3: County's Responsibilities

The County's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items as might be required and are mutually agreed upon in writing.

Section 4: Period of Service

Unless earlier terminated as provided herein, this Agreement shall commence on January 1, 2026, and shall continue in full force and effect until December 31, 2026. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the County, in consultation with the Chief Judge, and by the Chief Judge, with the approval of the County, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon ninety (90) days' prior written notice to the County and Chief Judge. Additionally, the Chief Judge may terminate this Agreement immediately for cause, including without limitation: material breach of this Agreement; insolvency of Contractor; or filing a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, Contractor shall peaceably surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received, less supervision fees validly collected and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

Section 5: General Conditions

Insurance

The Contractor shall at all times during this Agreement maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force with the County of Walton named as an additional insured. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the County of Walton."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

Subject to the approval of the County and to the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance.

5.2 Successors and Assigns

The Contractor and County each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Contractor nor the County will assign or transfer any interest in the Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Contractor and the County.

5.3 Modification

This Agreement constitutes the entire understanding between the County and Contractor and may be modified only by a written instrument duly executed by the parties hereto. This Agreement supersedes and replaces in full all previous or current Agreements between the County and the Contractor.

5.4 Compliance with Law

The Contractor shall comply with all requirements and conditions set forth by the Chief Judge of the Court and shall at all times comply with any rules, regulations and statutes of the State of Georgia, whether currently existing or enacted after the execution of this Contract.

5.5 Miscellaneous

This Agreement is governed by the laws of the State of Georgia.

5.6 Indemnification

Contractor shall indemnify and hold harmless the County and the Court from and against all liability (including cost of defense, settlement, judgment, and reasonable attorneys' fees) resulting from breach by Contractor or resulting from the negligence, willful or tortious acts, omissions, or misconduct of Contractor and its employees, agents, or representatives in the provision of services under this Contract. This indemnification provision shall survive the expiration or termination of this Contract.

Section 6: Standard of Care

In performing its professional services, the Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

Section 7: Venue

Disputes arising out of this Agreement shall be heard in the State or Superior Court of Walton County, Georgia. The County and Contractor agree that jurisdiction and venue are proper in Walton County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.

Section 8: Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.

Section 9: Compliance with Georgia Law

This Agreement is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13- 10-91. The County is in compliance with O.G.C.A. § 13-10-91.

Contractor hereby states that it has complied with the requirements of O.C.G.A. § 13- 10-91, will attest its compliance by completing any necessary affidavits. Contractor acknowledges that it generally and typically

will not utilize subcontractors or sub-subcontractors. However, if a sub-Agreement or subcontractor is utilized by Contractor, Contractor shall obtain the employee number category and eligibility verification from all subcontractors and sub- subcontractors and submit the affidavits required by Georgia Law. Contractor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

Section 10: Notice and Service Thereof

All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to Mr. John Prescott, Southeast Corrections, LLC 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 or if deposited in the United States Mail in a sealed, postage, prepaid envelope.

All papers required to be delivered to the Court/County shall, unless otherwise specified in writing to the Contractor, be delivered to the County, at the office of the County Clerk, 111 South Broad Street, Monroe Georgia 30655. Any notice to or demand upon the Court/County shall be sufficiently given if delivered to the office of the County Clerk or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the County Clerk or to such other representative of the Court/County or to such other address as the Court/County may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, as the case may be.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

Probate Court of Walton County

BY: _____
David Thompson
Chairman, Board of Commissioners

BY: _____
Bruce E. Wright
Chief Judge, Walton County Probate Court

Contractor: **Southeast Corrections, LLC**

By: _____ Seal
John C. Prescott, Jr., President

Signed and Sealed in the presence of

By: _____
Notary Public

My commission expires: _____

**EXHIBIT A
DETAILED FEES/SERVICES**

FEE SCHEDULE ALL AT NO COST TO THE PROBATE COURT OF WALTON COUNTY			
Service	Period/Unit	Probationer Paid	Cost to Court
Supervision Fee	Monthly (minimum)	\$45.00	\$0.00
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00
Intensive Supervision Fee	Monthly	\$50.00	\$0.00
Pre-Trial Diversion Supervision	Monthly	\$45.00	\$0.00
Drug Testing - 6 Panel - Lab analysis	Per Test	\$25.00	\$0.00
Drug Testing – 7 Panel – Lab analysis	Per Test	\$30.00	\$0.00
Drug Testing – 12 Panel On-Site (Includes ETG)	Per Test	\$25.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00
Electronic Monitoring (Alcohol)	Per Day	\$10.00	\$0.00
One-time hook-up fee for all EM	One time	\$50.00 once	\$0.00
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00
In-State Transfer Fee	If applicable	No charge	\$0.00
Digital Processing Fee	One time	\$2.00	\$0.00

EXHIBIT B

ELECTRONIC MONITORING

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement, if any.

SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

Monitoring Services. Southeast Corrections will provide the following monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

Southeast Corrections will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

Southeast Corrections will maintain twenty-four (24) hours, seven (7) days per week management of Probationer data enrolled hereunder.

Southeast Corrections will provide notification of Alert conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section (Standard Monitoring Program Level) herein or as agreed upon in writing by the Court and Southeast Corrections.

Alert Condition and Equipment status information for each Probationer will be documented and maintained by Southeast Corrections.

Notification Options.

Standard Monitoring Program Level. The Standard Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases. At this level of monitoring, the Court determines that the next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

Other Notification Levels. Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may desire more immediate notification; Southeast Corrections will increase the level of notification provided appropriate Court personnel can be made available for response. In the absence of written notification procedures to the contrary, the Standard Monitoring Level will apply.

Maintenance. Southeast Corrections shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by the Probationer's negligence or the damage or destruction of the Equipment by parties other than Southeast Corrections. The Court will assist Southeast Corrections in enforcement of this policy.

EQUIPMENT. Southeast Corrections shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.

MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet, PTU, and a central computer system. The Units communicate with the host computer system through the Probationer's standard telephone service or internal cellular phone capability as needed.

System Maintenance. The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The Court will be notified in advance of any such situation.

SOUTHEAST CORRECTIONS expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.

THE COURT'S OBLIGATIONS. The Court shall have the responsibility to: Refer appropriate cases to Southeast Corrections for supervision.

Identify authorized personnel to which Southeast Corrections may report violations.

Provide to Southeast Corrections required Probationer case and curfew information and Court Order.

Identify and make available the Court's staff and/or Equipment (fax, pager) for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Whillock Group, Inc. 2915 Premiere Pkwy Suite 120 Duluth GA 30097		CONTACT NAME: Peter J Moon PHONE (A/C, No, Ext): (678) 906-2008 FAX (A/C, No): (855) 906-2012 E-MAIL ADDRESS: pmoon@twgins.net															
INSURED Southeast Corrections, LLC 1900 Satellite Blvd, Ste 3000 Duluth GA 30097		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Covington Specialty Insurance Company</td> <td>13027</td> </tr> <tr> <td>INSURER B: Selective Insurance Co. of South Carolina</td> <td>19269</td> </tr> <tr> <td>INSURER C: Richmond National Insurance Company</td> <td>17103</td> </tr> <tr> <td>INSURER D: EMPLOYERS Preferred Insurance Company</td> <td>10346</td> </tr> <tr> <td>INSURER E: Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER F: Travelers Casualty & Surety Company of America</td> <td>31194</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Covington Specialty Insurance Company	13027	INSURER B: Selective Insurance Co. of South Carolina	19269	INSURER C: Richmond National Insurance Company	17103	INSURER D: EMPLOYERS Preferred Insurance Company	10346	INSURER E: Kinsale Insurance Company	38920	INSURER F: Travelers Casualty & Surety Company of America	31194
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Covington Specialty Insurance Company	13027																
INSURER B: Selective Insurance Co. of South Carolina	19269																
INSURER C: Richmond National Insurance Company	17103																
INSURER D: EMPLOYERS Preferred Insurance Company	10346																
INSURER E: Kinsale Insurance Company	38920																
INSURER F: Travelers Casualty & Surety Company of America	31194																

COVERAGES

CERTIFICATE NUMBER: CL2571406130

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VBS178120	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ Excluded
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			S 2402665	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			RN-7-0512241	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG529308602	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Errors and Omissions - Claims Made			0100381697-0	07/01/2025	07/01/2026	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Court Services, Records and Consulting Office
(See attached Comments/Remarks page for coverage details)

CERTIFICATE HOLDER

CANCELLATION

Walton County Probate Court 303 South Hammond Dr, Ste 116 Monroe GA 30655	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Agreement for Provision of Probation Services for the Magistrate Court of Walton County, Georgia

This AGREEMENT is made by and between **Southeast Corrections, LLC** organized under the laws of the State of Georgia with its principal place of business at 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 hereinafter “Contractor” and **Walton County, Georgia**, a member of ACCG, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as “County” with the express written consent of the Chief Judge of the Magistrate Court of Walton County, Georgia. This Agreement is governed by *O.C.G.A. §§ 42-8-100 et. seq.* and the parties enter the agreement under the specific authority granted therein.

WITNESSETH:

WHEREAS, County wishes to contract with Contractor to provide probation services for the Magistrate Court of Walton County, Georgia, hereinafter referred to as “Court”; and

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

WHEREAS, Contractor has a Fee Schedule (which is attached hereto as Exhibit A and is incorporated herein by this reference) for the services to be provided and the costs of said services to be paid by those placed on probation by a Judge of the Court; and

Now, therefore, the County and Contractor, in consideration of the mutual covenants and promises contained herein do agree as set forth below:

Section 1: Contractor’s Services

The Contractor shall provide probation services including but not limited to:

1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings.
2. The Contractor shall maintain for the life of the Agreement a probation office within Walton County.
3. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.
4. The Contractor shall meet with each probationer placed on probation under the supervision of the Selected Contractor at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Court order may be required to meet with their supervisor more than one (1) time every month. At the discretion of the Court, the Contractor shall provide intensive probation services that may include the requirement(s) for weekly reporting, virtual visits, or a combination of any or all these requirements. For probationers placed on intensive probation, the Contractor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements are in effect.

5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.
6. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
7. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
 - a. Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on no less than a monthly basis. All funds and payments shall be accompanied with reporting and accounting through integration with the Court's computer software system in a format as determined by the Court.
 - b. The Contractor shall collect fines, fees, restitution, and court costs assessed to the probationer by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrears only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each probationer. The Contractor will further provide a written receipt of all moneys paid to the Contractor by a probationer each time he or she makes a payment.
 - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
 - d. The Contractor shall assess a \$75 warrant fee per occurrence when a warrant is requested due to a probation violation and later signed by the Court. The Contractor will remit all warrant fees collected from probationers to the Court as a part of the records reconciliation and payment reimbursement process as prescribed in item number .25. The Contractor shall retain no portion of warrant fees ordered and/or collected.
8. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest-bearing account without benefit or profit from said accounts.
9. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees collected be retained by the Contractor.

10. A nine dollar (\$9.00) per month surcharge shall be collected from each probationer placed on probation by the Contractor, unless the probationer is exempted by the Court, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13 (f).
11. Contractor shall adhere to O.C.G.A. §42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
12. Contractor shall adhere to O.C.G.A. §42-8-103.1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

Further, When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.
13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the County limits of Walton County, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
14. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing and shall pay those costs pursuant to the Fee Schedule provided.
15. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Any electronic monitoring shall be in accordance with the attached Exhibit B. Probationers shall assume the cost of electronic monitoring and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.
16. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.

17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.
18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant.
19. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
20. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur, and the amounts and dates of all monies collected.
21. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records, and papers of whatever kind relative to the supervision of probationers and shall make the same available only to authorized employees of the Contractor and authorized personnel of the County of Walton, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
22. In accordance with Georgia Department of Corrections Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the County and shall make the same available only to the Court, Walton County officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of Walton County, Georgia.

The Contractor may retain confidential copies for its files if so desired.

Where not specifically defined above, the Contractor shall adhere to O.C.G.A. §42-8-108, O.C.G.A. §42-3-3, O.C.G.A. §42-8-106.1 and O.C.G.A. §42-8-109.2 as they relate to record keeping and reports required by Georgia State law.

23. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.

24. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Contractor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.
25. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
26. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents, or representatives, engage in any employment, business, or activity that interferes with or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Contractor nor any of its employees, agents, or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents, or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
27. The Contractor shall supervise all persons assigned to probation by the Court with an average ratio of probationers to staff of no greater than three hundred (300) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by Department of Community Supervision's Adult Misdemeanor Probation Oversight Unit.
28. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
 - a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-107;
 - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8-107;
 - c) Has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-107; and
 - d) Has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Contractor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-107.
 - e) Where not specifically defined above, Contractor shall adhere to Georgia Department of Community Supervision Rules 105-2.09 and 105-2.12 related to employee qualifications, initial training, and continuing education.
 - f) Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.10 and O.C.G.A. §35-3-34 related to criminal background checks.

29. Under no circumstances shall costs or charges be incurred by the Court or the County from the Contractor for services rendered to the Court or the County. Under no circumstances shall the Court or the County be invoiced, receive a statement, or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.
30. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.
31. Within thirty (30) calendar days of Agreement termination with the County, the Contractor shall return/turn over to the County all files, documents, correspondence, papers and databases applicable to the County's Agreement and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the County.
32. Conflicts of Interest: The Contractor shall deliver to the County Clerk an affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that in rendering services to the County that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents, or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, the Contractor shall disclose immediately to the County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor's County's, officers, employees, agents or anyone providing services under this Contract. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Contractor's failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the County to pursue damages or other remedies.

The Contractor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing, or as may be required by law.

33. Follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the activities and services provided under this Contract.

Section 2: Contractor's Reporting and Data Requirements

The following performance measures are the minimum data and reporting that the County requires tracking progress of the services provided. This information is a minimum and other measures may be requested to be tracked during the term of this Contract.

§ 42-8-108. Quarterly report to judge and council; records to be open for inspection

(a) Any private corporation, private enterprise, or private agency contracting to provide probation services or any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall provide to the judge who consented to such contract or agreement and DCS a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as DCS may require. Information reported pursuant to this subsection shall be annually submitted to the governing authority that entered into such contract and thereafter be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50. Local governments are encouraged to post electronic copies of the annual report on the local government's website, if such website exists.

(b) All records of any private corporation, private enterprise, or private agency contracting to provide services or of any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.

Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.13.

Section 3: County's Responsibilities

The County's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items as might be required and are mutually agreed upon in writing.

Section 4: Period of Service

Unless earlier terminated as provided herein, this Agreement shall commence on January 1, 2026, and shall continue in full force and effect until December 31, 2026. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the County, in consultation with the Chief Judge, and by the Chief Judge, with the approval of the County, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon ninety (90) days' prior written notice to the County and Chief Judge. Additionally, the Chief Judge may terminate this Agreement immediately for cause, including without limitation: material breach of this Agreement; insolvency of Contractor; or filing a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, Contractor shall peaceably surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received, less supervision fees validly collected and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

Section 5: General Conditions

Insurance

The Contractor shall at all times during this Agreement maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force with the County of Walton named as an additional insured. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the County of Walton."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

Subject to the approval of the County and to the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance.

5.2 Successors and Assigns

The Contractor and County each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Contractor nor the County will assign or transfer any interest in the Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Contractor and the County.

5.3 Modification

This Agreement constitutes the entire understanding between the County and Contractor and may be modified only by a written instrument duly executed by the parties hereto. This Agreement supersedes and replaces in full all previous or current Agreements between the County and the Contractor.

5.4 Compliance with Law

The Contractor shall comply with all requirements and conditions set forth by the Chief Judge of the Court and shall at all times comply with any rules, regulations and statutes of the State of Georgia, whether currently existing or enacted after the execution of this Contract.

5.5 Miscellaneous

This Agreement is governed by the laws of the State of Georgia.

5.6 Indemnification

Contractor shall indemnify and hold harmless the County and the Court from and against all liability (including cost of defense, settlement, judgment, and reasonable attorneys' fees) resulting from breach by Contractor or resulting from the negligence, willful or tortious acts, omissions, or misconduct of Contractor and its employees, agents, or representatives in the provision of services under this Contract. This indemnification provision shall survive the expiration or termination of this Contract.

Section 6: Standard of Care

In performing its professional services, the Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

Section 7: Venue

Disputes arising out of this Agreement shall be heard in the State or Superior Court of Walton County, Georgia. The County and Contractor agree that jurisdiction and venue are proper in Walton County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.

Section 8: Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.

Section 9: Compliance with Georgia Law

This Agreement is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13- 10-91. The County is in compliance with O.G.C.A. § 13-10-91.

Contractor hereby states that it has complied with the requirements of O.C.G.A. § 13- 10-91, will attest its compliance by completing any necessary affidavits. Contractor acknowledges that it generally and typically

will not utilize subcontractors or sub-subcontractors. However, if a sub-Agreement or subcontractor is utilized by Contractor, Contractor shall obtain the employee number category and eligibility verification from all subcontractors and sub- subcontractors and submit the affidavits required by Georgia Law. Contractor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

Section 10: Notice and Service Thereof

All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to Mr. John Prescott, Southeast Corrections, LLC 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 or if deposited in the United States Mail in a sealed, postage, prepaid envelope.

All papers required to be delivered to the Court/County shall, unless otherwise specified in writing to the Contractor, be delivered to the County, at the office of the County Clerk, 111 South Broad Street, Monroe Georgia 30655. Any notice to or demand upon the Court/County shall be sufficiently given if delivered to the office of the County Clerk or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the County Clerk or to such other representative of the Court/County or to such other address as the Court/County may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, as the case may be.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

Magistrate Court of Walton County

BY: _____
David Thompson
Chairman, Board of Commissioners

BY: _____
Mike Burke
Chief Judge, Walton County Magistrate Court

Contractor: **Southeast Corrections, LLC**

By: _____ Seal
John C. Prescott, Jr., President

Signed and Sealed in the presence of

By: _____
Notary Public

My commission expires: _____

**EXHIBIT A
DETAILED FEES/SERVICES**

FEE SCHEDULE ALL AT NO COST TO THE MAGISTRATE COURT OF WALTON COUNTY			
Service	Period/Unit	Probationer Paid	Cost to Court
Supervision Fee	Monthly (minimum)	\$45.00	\$0.00
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00
Intensive Supervision Fee	Monthly	\$50.00	\$0.00
Pre-Trial Diversion Supervision	Monthly	\$45.00	\$0.00
Drug Testing - 6 Panel - Lab analysis	Per Test	\$25.00	\$0.00
Drug Testing – 7 Panel – Lab analysis	Per Test	\$30.00	\$0.00
Drug Testing -12-Panel On-Site (Includes ETG)	Per Test	\$25.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00
Electronic Monitoring (Alcohol)	Per Day	\$10.00	\$0.00
One-time hook-up fee for all EM	One time	\$50.00 once	\$0.00
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00
In-State Transfer Fee	If applicable	No charge	\$0.00
Digital Processing Fee	One time	\$2.00	\$0.00

EXHIBIT B

ELECTRONIC MONITORING

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement, if any.

SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

Monitoring Services. Southeast Corrections will provide the following monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

Southeast Corrections will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

Southeast Corrections will maintain twenty-four (24) hour, seven (7) days per week management of Probationer data enrolled hereunder.

Southeast Corrections will provide notification of Alert conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section (Standard Monitoring Program Level) herein or as agreed upon in writing by the Court and Southeast Corrections.

Alert Condition and Equipment status information for each Probationer will be documented and maintained by Southeast Corrections.

Notification Options.

Standard Monitoring Program Level. The Standard Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases. At this level of monitoring, the Court determines that the next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

Other Notification Levels. Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may desire more immediate notification; Southeast Corrections will increase the level of notification provided appropriate Court personnel can be made available for response. In the absence of written notification procedures to the contrary, the Standard Monitoring Level will apply.

Maintenance. Southeast Corrections shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by the Probationer's negligence or the damage or destruction of the Equipment by parties other than Southeast Corrections. The Court will assist Southeast Corrections in enforcement of this policy.

EQUIPMENT. Southeast Corrections shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.

MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet, PTU, and a central computer system. The Units communicate with the host computer system through the Probationer's standard telephone service or internal cellular phone capability as needed.

System Maintenance. The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The Court will be notified in advance of any such situation.

SOUTHEAST CORRECTIONS expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.

THE COURT'S OBLIGATIONS. The Court shall have the responsibility to: Refer appropriate cases to Southeast Corrections for supervision.

Identify authorized personnel to which Southeast Corrections may report violations.

Provide to Southeast Corrections required Probationer case and curfew information and Court Order.

Identify and make available the Court's staff and/or Equipment (fax, pager) for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Whitlock Group, Inc. 2915 Premiere Pkwy Suite 120 Duluth GA 30097		CONTACT NAME: Peter J Moon PHONE (A/C, No, Ext): (678) 906-2008 FAX (A/C, No): (855) 906-2012 E-MAIL ADDRESS: pmoon@twgins.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Covington Specialty Insurance Company	NAIC # 13027
		INSURER B: Selective Insurance Co. of South Carolina	NAIC # 19259
		INSURER C: Richmond National Insurance Company	NAIC # 17103
		INSURER D: EMPLOYERS Preferred Insurance Company	NAIC # 10346
		INSURER E: Kinsale Insurance Company	NAIC # 38920
		INSURER F: Travelers Casualty & Surety Company of America	NAIC # 31194

COVERAGES

CERTIFICATE NUMBER: CL2571406130

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			VBB178120	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/POP AGG \$ Excluded
B	AUTOMOBILE LIABILITY			S 2402665	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			RN-7-0512241	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 6,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG529308602	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Errors and Omissions - Claims Made			0100381697-0	07/01/2025	07/01/2026	Each Claim \$1,000,000
							Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Court Services, Records and Consulting Office
(See attached Comments/Remarks page for coverage details)

CERTIFICATE HOLDER

CANCELLATION

Walton County Magistrate 303 South Hammond Dr, Ste 116 Monroe GA 30655	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

WALTON COUNTY BOARD OF COMMISSIONERS

2026 MEETING CALENDAR/AGENDA DEADLINES

MEETING DATE**DEADLINE DATE**

Tuesday, January 6 th	Tuesday, December 30 th
Tuesday, February 10 th (2nd Tuesday)	Tuesday, February 3 rd
Tuesday, March 3 rd	Tuesday, February 24 th
Tuesday, April 14 th (2nd Tuesday)	Tuesday, April 7 th
Tuesday, May 5 th	Tuesday, April 28 th
Tuesday, June 2 nd	Tuesday, May 26 th
Tuesday, July 7 th	Tuesday, June 30 th
Tuesday, August 4 th	Tuesday, July 28 th
Tuesday, September 1 st	Tuesday, August 25 th
Tuesday, October 6 th	Tuesday, September 29 th
Tuesday, November 3 rd	Tuesday, October 27 th
Tuesday, December 1 st	Monday, November 23 rd

***February meeting change - 2nd Tuesday (Clerk's Training)**

***April meeting - 2nd Tuesday, (Spring break)**

***Please note the agenda deadline for November will be on Monday due to the Thanksgiving holidays.**

Walton County Board of Elections

Date: 10/6/25
To: Board of Commissioners
From: Jenni Phipps, Director of Elections
RE: 2026 Qualifying Fees

According to the total gross salary from the preceding year, the qualifying fees for the 2026 Election year submitted by the Board of Elections of Walton County to the Board of Commissioners for approval are listed below.

County Commissioner, District 1 -----	\$501.22
County Commissioner, District 4 -----	\$526.28
County Commissioner, District 5 -----	\$526.28
Board of Education, District 1 -----	\$133.93
Board of Education, District 2 -----	\$133.93
Board of Education, District 5 -----	\$133.93

Position	Term	Salary		3% of salary
County Commissioner Dist. 1	4 years	\$16,707.42	Actual 2025 base salary	\$501.22
County Commissioner Dist. 4	4 years	\$17,542.79	Actual 2025 base salary	\$526.28
County Commissioner Dist. 5	4 years	\$17,542.79	Actual 2025 base salary	\$526.28
Board of Education Dist. 1	4 years	\$4,464.34	Actual 2025 base salary	\$133.93
Board of Education Dist. 2	4 years	\$4,464.34	Actual 2025 base salary	\$133.93
Board of Education Dist. 5	4 years	\$4,464.34	Actual 2025 base salary	\$133.93

Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **12/02/2025**

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

If so, When?

TOPIC: **LumenServe Agreement to Replace Lighting on two (2) E911 towers to LED**

Wording For Agenda: **LumenServe Agreement to Replace/Update Tower Lighting**

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

*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Quote, Pricing Summary and Payment Terms**

Is review of this request or accompanying documentation by the County Attorney required? **Yes**

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

Date forwarded to County Attorney: **11/17/2025**

Has the County Attorney review been completed? **No, pending CA approval**

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

Approved in current budget? **Yes, purchase of lighting and 1st year of warranty, monitoring services and data plan.**

Years 2-5 warranty, monitoring and data plan would be budgeted in future budgets FY27-FY30.

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

LumenServeSM Quote

Customer:
Walton County, GA
2640 Whitney Road
Monroe, GA 30655

Attention:
Wendra Williams
Walton County, GA
(770) 266-1608
wwilliams@co.walton.ga.us

Check Selected Service Type:

- ☐ - Tower Lighting as a Service*
- ☐ - Tower Lighting as a Service* \$1 Buyout - Capital Lease See US below
- ☒ - Purchase and Installation of LED Lighting System + Services
- ☐ - Purchase of Equipment
- ☐ - Other

Special Notes:

Convert existing FAA Type A2 painted towers to
FAA Type E2 dual mode towers → "Never Paint
Your Tower Again".

Quote Date: 11/13/2025

Quote Expiration: 11/30/2025

Initial Term: 60 Months

www.hms@co.walton.ga.us

Tower Lighting as a Service*														
Site Name	ASR #	FAA Type	LED System		Assurance Warranty		Compliance & Monitoring Services		FAA Req'd On-site Inspections		Data Plan		Total	
			NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo
Social Circle, GA	1042958	A2 → E2	\$ 31,299.00	n/a	n/a	\$ 159.00	n/a	\$ 69.00	n/a	\$ 89.00	n/a	\$ 10.00	\$ 31,299.00	\$ 327.00
Loganville, GA	1042959	A2 → E2	\$ 31,299.00	n/a	n/a	\$ 159.00	n/a	\$ 69.00	n/a	\$ 89.00	n/a	\$ 10.00	\$ 31,299.00	\$ 327.00

NON-APPROPRIATION: Funds for payment are provided through the County Budget approved by the Commissioner's Court for this fiscal year only. State of Georgia statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, the resulting Agreement is a commitment of the Customer's current revenues only. It is understood and agreed that the Customer shall have the right to terminate the Agreement at the end of any Customer fiscal year if the Customer's governing body does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the Customer's budget for the fiscal year in question. The Customer may initiate such termination by giving Company a written notice of termination at the end of its then current fiscal year.

Sub-Total: \$ 62,598.00 \$ 654.00

Georgia Special Discount (10%): (\$6,260.00) (\$66.00)

TOTAL: \$ 56,338.00 \$ 588.00

Additional Terms (Check if Applicable):

n/a	(1) TLaaS* \$1 Buyout - Capital Lease - Customer may purchase LED Lighting System for \$1 at the end of the Initial Term, thereupon, the Lighting System asset will become the property of the Customer and other ancillary Services may be renewed annually thereafter at Customer's option.
n/a	(2) Lighting System purchase and/or Installation requires 50% payment upfront and the remaining balance upon shipment or installation completion as applicable.
n/a	(3) Shipping costs are not included above and will be Invoiced to Customer.
n/a	(4) Customer agrees to complete ACH Payment Form and make all payments using electronic ACH debit initiated monthly by LumenServe SM .

Our Guarantee:

LumenServeSM guarantees you up to five (5) years of flat rate pricing, plus full upfront transparency on the rates you will pay, for as long as you are a Customer.

Upon execution by Customer and LumenServeSM, this Quote, along with the Standard Terms and Conditions, serve as a Master Agreement ("Agreement") between the parties. Additional Services under this Agreement may be procured via supplemental Quotes executed by both parties. All defined terms are utilized pursuant to the Agreement. At the end of the Initial Term, or any subsequent Renewal Term, the Customer and LumenServeSM may mutually agree to extend the Agreement for a one-year Renewal Term at a rate equal to the previous year's rate plus 4%. Quote does not include any applicable sales taxes, which will be included on the invoice and be the responsibility of the Customer. Payments by credit card will incur an additional 4% fee.

Signature Below or Valid PO Indicates
Acceptance of Quote and Terms and Conditions.

By:

Name:

Date:

Office Use Only

LumenServeSM Approval

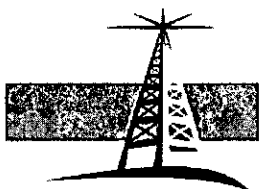
By:

Name:

Our Value System

Customer Service Obsession ♦ Honesty & Integrity ♦ We Get Things Done
Efficiency Focused ♦ Grateful For Our Successes

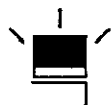
4818 East Ben White Boulevard, #107, Austin, Texas 78741 • P: 512.580.4600



LUMENSERVE™
We Give Tower Owners Peace of Mind

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order



LED Lighting Systems

LumenServe™ utilizes Dialight LED lighting systems across all tower types, unless otherwise noted in the Quote. Current specifications and data sheets are available at the links below:

LED Obstruction – Dual Red/White Medium Intensity – L-865/L-864 – Data Sheet

LED Obstruction – Red Medium / Low Intensity – L-864/L-810 – Data Sheet

LED Obstruction – High Intensity – L-856/L-864 – Data Sheet

LED Obstruction – Integrated Network, Embedded Monitoring (INEM) – Data Sheet

LED Obstruction – Accessories

Installation is performed using LumenServe™ Installation Guidelines and Methodology and is all inclusive of labor, mobilization, materials, expenses, and Equipment. There are no hidden costs in our Installation Services which includes the following:

- Engineering / FAA Filings
 - On-site walk
 - Lighting circular validation
 - Build package & diagram
 - FAA Form 7460 completion in coordination with Customer
- Decommission of Old Lighting System
 - Old Lighting Fixtures
 - Old Lighting Cable for Medium Intensity Systems
 - Old Lighting Equipment
- LED System (per specifications above)
 - Equipment – Controller, Beacons, L-810 Side Lights
 - Lighting cable
 - Mounts and brackets
 - Installation hardware and materials
 - Note that High Intensity LED systems assume reuse of Customer existing power cabling and conduit unless otherwise specified.
- Installation – Comprehensive installation on-ground and above-ground by OEM certified installers pursuant to LumenServe™ Safety Manual.
- Close Out Package
 - As-Built diagram
 - Photo documentation top-to-bottom



Assurance Warranty, Maintenance and Repair

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

The Assurance Warranty Service ("Assurance Warranty") is provided to the Customer at LumenServe's cost and includes ongoing maintenance and repair of the Lighting System and associated Equipment ("Maintenance and Repair") and all associated costs including, but not limited to, Equipment, materials, parts, tower climbing and other labor. This Assurance Warranty is incorporated into the Agreement, and all defined terms utilized are pursuant to the Agreement. The Assurance Warranty covers all required Maintenance and Repair resulting from outages caused by Lighting System failure, Equipment failure, weather related failures, lightening, and other causes of failure. The Assurance Warranty is not applicable to outages directly caused by the Customer, its contractors, or its tenants on the tower site that results in damage to the lighting system. Compliance & Monitoring Services, as detailed below, must be ordered by Customer, and provided by LumenServeSM, in parallel with the Assurance Warranty.

Workmanship/Safety – LumenServeSM will ensure that that all Service provided under this Assurance Warranty will be performed in accordance with workmanship standards prevalent in the industry, and all Equipment and parts thereof, utilized to provide such services, will meet all required industry and regulatory specifications. All labor pursuant to the current LumenServeSM Safety Manual.

During the Term of the Agreement, LumenServeSM, at its cost and expense, will (a) provide Customer the parts, materials and labor for the maintenance as specified herein; (b) ensure that the hardware and software operate substantially in accordance with the Equipment manufacturer's specifications and those required by governing Federal, state and local authority; (c) install all necessary field change orders to ensure proper Equipment operation; (d) provide the full range of Maintenance and Repairs including, but not limited to, the following:

- Repair/ Maintenance/Replacement of Lighting System
 - Beacon(s) and L-810 side markers
 - Controllers/Power supplies
 - Other lighting system equipment
 - Cable, brackets, hardware
 - Shipping costs
- System Software / Firmware Updates
- RMA Management
 - RMA tracking
 - Shipping costs
- Project Tracking and Electronic Logbook
 - Installation
 - Maintenance and Repair
 - Equipment replacement
- Customer Reporting Includes
 - Repair/Maintenance logbook
 - RMA logbook



Compliance & Monitoring

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

LumenServeSM requires that its Compliance & Monitoring Services be provided as part of all TLaaS[®] Agreements as it is an integral part of the Assurance Warranty Service ensuring proper visibility, status notifications, alerts, and remote diagnostics of the Lighting System to LumenServeSM. Compliance & Monitoring Service includes the following:

- Monitoring of Lighting System
 - Proactive Monitoring of Lighting System
 - Polling Every 5 Minutes
 - 24/7/365 Monitoring
 - Remote Diagnostics
 - Daily Logs, 2+ Years Storage
- FAA Compliance & Reporting
 - FAA NOTAM Reporting
 - NOTAM Tracking
 - NOTAM Resolution
 - Lighting Circular Validation
- Customer Reporting
 - NOTAM reporting to Customer
 - Quarterly Daily Logs Report, provided quarterly
 - Notification of FAA rules changes
 - Compliance events
- Installation/Repair/Maintenance of Monitoring System
 - For Customers with TLaaS[®], TLaaS[®] with \$1 Buyout, or Purchase & Installation of a Lighting System with Compliance & Monitoring Services, LumenServe will install the monitoring system Equipment. Repair and Maintenance of the Monitoring System is covered under the Assurance Warranty Service (detailed above) if included in the Services ordered by the Customer.



FAA Required On-site Inspections

LumenServeSM provides the full suite of the FAA required on-site inspection services. Services will be tailored for your specific FAA tower style and applicable FAA Circular revision for the subject site. Services include:

- Quarterly Lighting Inspections (QLI)
 - Quarterly Inspection

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

- Standards checklist
- System Health Test per OEM specifications including cycling between day, twilight and night mode as applicable
- QLI Report sent to Customer on a quarterly basis
- On-site Lighting System verification
- 7/8" Rule testing from ground
- Annual Paint Inspections
 - Annual Paint Test (Top Portion of Tower)
 - Documented in Log
- Biennial Lens Inspections
 - Biennial Lens Inspection by climb or drone
 - Biennial Lens Report with photo documentation



Data Plan

The LumenServeSM Data Plan is a Machine to Machine (M2M) platform with options to use the best available signal from the three major carrier networks – AT&T, Verizon, and T-Mobile. The Data Plan includes:

- M2M Data Bandwidth
- Transmission Equipment
- Transmission Equipment installation
- SIM Card
- SIM Provisioning Setup and Testing
- Ancillary Antenna (If necessary, to optimize)

Rev Mar 8, 2023

Standard Terms and Conditions

These Standard Terms and Conditions together with the Quote, and any subsequent or amended Quotes, taken together, constitute a MASTER AGREEMENT ("Agreement") made and entered into as of the date set forth on such Quote ("Effective Date") between the Customer, whose name and place of business is indicated on the Quote in the Customer section ("Customer"), and LumenServe, Inc., having a principal place of business at 4818 East Ben White Blvd, Suite 107, Austin, Texas 78741 ("Company").

Article 1 PRODUCTS AND SERVICES

- 1.1 **Products.** Tangible property, equipment, cabling, material, and software comprising one or more Lighting Systems installed by the Company and sold or leased to the Customer ("Products").
- 1.2 **Services.** Installation, assurance warranty, compliance, monitoring, and other services performed or provided by the Company for the Customer as described in Quote hereto ("Services").
- 1.3 **Lighting Systems and Sites.** The Quote provides a list of the installation sites and a description of the Lighting Systems ("Lighting Systems") and related Products and Services provided by the Company and the associated pricing and terms for each site.
- 1.4 **Ownership of Equipment.** Except for Products purchased by Customer as set forth in the Quote, (i) all Lighting Systems and associated Equipment (as defined in Section 4.2.1 below) will remain the sole property of the Company following installation, and the Customer will have no ownership interest in the Lighting Systems, (ii) the Company will be entitled to grant a security interest in the Lighting Systems and associated Equipment to any lender providing financing to the Company, and Customer will cooperate with the Company in perfecting any such security interest, and (iii) upon termination or expiration of this Agreement for any reason, the Company has the right to remove the Lighting Systems and associated Equipment from the tower sites.
- 1.5 **Power.** Unless otherwise provided in the Quote, the Customer is solely responsible for the provision of electric power to the tower site, and the Company is not responsible for any service outages resulting from an interruption in power supply.
- 1.6 **Damage and Repair.** The Company will repair any damage to any Lighting System leased to the Customer regardless of cause. The Customer will be responsible for any damage to the Lighting System caused by its actions or inactions and will promptly pay or reimburse the Company for any repairs necessitated by such damage. In the event of damage to the Lighting System by third parties, the Customer will cooperate with the Company in exercising any requests for reimbursement or legal remedies against such third parties if required.

Article 2 SERVICES TERM AND TERMINATION

- 2.1 **Services Term.** This Agreement will commence on the Effective Date and will remain in full force for the period identified in the Quote from the date of installation (the "Initial Term") or until terminated as provided herein. In the event that a Quote covers more than one site, the Initial Term will be measured from the date of the last site installation. The Initial Term and any Renewal Term(s) may be referred to herein collectively as the "Term".
- 2.2 **Services Renewal.**
 - 2.2.1 **Automatic Extension.** The Term of this Agreement will be automatically extended for successive one-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least forty-five (45) days prior to the scheduled expiration of this Agreement.
 - 2.2.2 **Agreement Extension.** The Term of this Agreement may be extended for a period of more than one year upon mutual agreement of the parties.
- 2.3 **Early Termination of this Agreement.**
 - 2.3.1 **By the Company.** The Company may terminate this Agreement during its Term for cause if Customer fails to substantially comply with the terms of this Agreement after thirty (30) days prior written notice to Customer that describes the reason for termination and that is not cured to the Company's reasonable satisfaction within such 30-day period. Notwithstanding the foregoing, the Company reserves the right to terminate this Agreement for Customer non-payment by the stated

invoice due date, if payment from for all outstanding balances is not received within ten (10) days of written notice of termination for non-payment.

- 2.3.2 **By the Customer.** The Customer may terminate this Agreement during its Term for cause if the Company fails to substantially provide the Services as warranted and such failure is not cured to the reasonable satisfaction of the Customer within 60 days after written notice to the Company that describes such failure in reasonable detail. Customer may terminate this Agreement as to all or a portion of the Lighting Systems without cause upon not less than 60 days prior written notice, subject to payment of early termination charges as described in Section 2.4 below.
- 2.4 **Early Termination Penalty.** In the event that, prior to the end of Term, the Company terminates this Agreement pursuant to Section 2.3.1 above, or the Customer terminates this Agreement without cause pursuant to Section 2.3.2 above, then Customer shall pay all reasonable expenses incurred by the Company in effecting termination of Services (including costs of removal of the affected Lighting Systems owned by the Company and any third-party termination charges) and shall also pay to the Company an early termination charge equal to the number of months remaining in the Term multiplied by the monthly Recurring Charges.
- 2.5 **Effects of Termination.** Upon any termination, the Company is expressly authorized to enter the premises of the Customer where any Lighting System or related Equipment owned by the Company is located and take possession of and remove such Lighting System and related Equipment. The Customer agrees to pay the Company the replacement value of such Lighting System or Equipment if Company is not permitted by Customer to recovered Equipment in accordance with this Section 2.5.
- 2.6 **Survival.** In the event of any termination or expiration of this Agreement, Articles 7, 8, and 9 hereof shall survive and continue in effect.

Article 3 FEES AND PAYMENT TERMS

- 3.1 **Payments.** All payments are in U.S. Dollars. The charges for the Products and/or Services under the Agreement are categorized as "Product Charges", "Recurring Charges" or "Non-Recurring Charges". The Company will invoice Customer monthly for Recurring Charges. The Company will invoice Customer for Non-Recurring Charges as they are incurred. Customer's first and last invoices may include prorated charges. For Services, the Company will invoice the Customer monthly in advance for Services being provided. Promotional pricing and terms or other pricing commitments contained in the Quote will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the Company's then-current standard pricing. For Products purchased by Customer, Customer agrees to pay an up-front Product Charge, if any, as stated in Quote and any remaining amounts as invoiced by the Company. Customer agrees to pay each invoice in full within 30 days of the invoice date.
- 3.2 **Late Payment Fees.** Any overdue payments will bear a "Late Payment Fee" of one and a half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower, from the original payment due date until paid in full. Customer is also responsible for all other costs and legal fees incurred in collecting unpaid amounts, unless otherwise ordered by a court in any action to collect those unpaid amounts. The Company reserves the right to assess a fee for any check returned for insufficient funds, which fee shall be the lesser of \$30 or the maximum rate allowed by law.
- 3.3 **Invoice Dispute.** To dispute the amount or accuracy of any invoice, Customer must notify the Company in writing no later than the due date of the invoice detailing the disputed charges. Notwithstanding any provision to the contrary herein contained, no payment due under the Agreement, whether disputed or undisputed, is subject to withholding, reduction, set-off or adjustment by any nature by the Customer.
- 3.4 **Taxes and Fees.** The pricing terms set forth in Quote may not include all applicable federal, state and local taxes or regulatory fees, assessments and surcharges ("Taxes and Fees"), all of which are the responsibility of the Customer. Taxes and Fees are subject to change without notice during the Term of the Agreement. If Customer fails to pay any such Taxes and Fees when due, the Company reserves the right to make such payments or like

Rev Mar 8, 2023

charges, together with all penalties and interest which may have been added because of Customer's delinquency or default, and Customer will promptly reimburse the Company for any amounts so paid.

- 3.5 **Additional Customer Responsibilities.** In addition to Customer's other responsibilities under the Agreement, Customer agrees that Customer and anyone using the Services will: (i) comply with all federal, state, and local laws, rules, regulations, tariffs, and orders of courts of competent jurisdiction that apply to the Products, Services or this Agreement ("Applicable Laws"); (ii) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to the computers, services or other equipment related to the Services; and (iii) authorize and identify to the Company in writing at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (including, all requests for moves, additions, deletions or changes to the Services).
- 3.6 **Lawful Payments.** It is understood and agreed that the payments to be made under this Agreement are payable only out of current designated and lawfully appropriated funds of the Customer.

Article 4

SERVICES TO BE PERFORMED BY THE COMPANY

- 4.1 **Service Period.** The Company will provide to Customer the Services identified in Quote during the Term or until such earlier date on which this Agreement is terminated in accordance with the termination provisions contained herein.
- 4.2 **Equipment.**
- 4.2.1 **Equipment.** "Equipment" means all the Lighting Systems, equipment, structures, enclosures, cabling, hardware and software owned by the Company to enable the provision of Services to the Customer.
- 4.2.2 **Technology.** To provide the Services, the Company reserves the right to select in its sole discretion the Equipment required to deliver the Services unless otherwise specified in the Quote. The Company also may change the manner in which the Services are provisioned at any time without notice, provided such change does not adversely affect the quality and/or functionality of the Services. The Company will replace at no charge to Customer any Equipment that does not perform to the specifications herein, unless the Company determines, in its sole discretion that the Equipment failure was a direct or indirect result from the Customer's acts or omissions.
- 4.2.3 **Use and Care.** Customer agrees to comply with all instructions and requirements regarding the use and/or care of the Equipment, and take reasonable measures to protect the Equipment at all times. Customer further agrees to pay the Company the replacement value of any Equipment that is lost, stolen or damaged as a result of the Customer's act or omission.
- 4.3 **License Grant.** Customer grants to the Company an exclusive, non-revocable license ("License") to use those parcels of real property at the Customer locations that the Company deems necessary to install, operate and maintain the Equipment in order to provide the Services. Equipment is limited to the equipment necessary to provide the Services to the Customer as specified in this Agreement and any Customer issued Purchase Orders. Notwithstanding any other provision of this Agreement, it is expressly understood that all rights granted to the Company under this License are continuous, ongoing and irrevocable for so long as Customer owns or leases such real property, but only to the extent permitted by law. The Company is authorized to use the Equipment and real property for any activity in connection with the provision of Services.
- 4.4 **Equipment Installation.** The Company may be required to install Equipment at the Customer's premises, which Equipment will remain the Company's sole property at all times and will not be considered Customer equipment except to the extent set forth in Quote or as otherwise agreed in writing between the parties. In the event any Equipment (or any portion thereof) is or becomes physically affixed or attached in any manner to real estate at the Customer premises, in no event will the Equipment be deemed to constitute a "fixture" of such real estate but rather will remain personal property at all times. At the request of the Company, the Customer will furnish a appropriate waiver with respect to the Equipment from any person claiming an interest in any personal or real property where the Equipment is located.
- 4.5 **Service Installation Date.** The "Service Installation Date" is the date that the Company first provides the Services to the Customer.
- 4.6 **Customer Acceptance.** The Customer acceptance date will be the Service Installation Date of the Services.
- 4.7 **Method of Performing Services.** The Company and its personnel will determine the method, details, and means of performing the work to be carried out for the Customer. The Customer shall have no right to, control the manner or determine the method of accomplishing such work. Customer may,

however, require Company personnel to observe the security and safety policies of Customer.

- 4.8 **Change Orders.** To initiate a change order, a revised Quote shall be signed by the Customer in order to modify, reduce, or increase the Products and/or Services to be provided.

Article 5

SERVICES CUSTOMER OBLIGATIONS

- 5.1 **Access to the Services.** Customer agrees to monitor the use of the Services to prevent inappropriate use, and to maintain and prevent unauthorized access to confidential information, including the confidentiality of any passwords and account information required for access to Services. Customer will promptly notify the Company of any unauthorized or inappropriate use of the Services or Equipment including breach of security, or other damage, loss or theft.
- 5.2 **Information Access.** Customer agrees to provide all information, access and support reasonably required for timely installation and proper use of the Services. Customer further agrees to assist the Company in securing all necessary licenses, permits, and consents for installation of Equipment as necessary to provide the Services. Customer is responsible for locating pre-existing facilities of other providers, such as utilities and underground facilities, including the cost for such location, in addition to those listed in the Quote.
- 5.3 **Lawful Use.** Customer agrees: (1) that Services may be used solely by those entities listed in the Quote as being eligible to participate with Customer in obtaining the Services; (2) not to use the Services for any purpose that is unlawful or that is not contemplated or prohibited by this Agreement; and (3) to abide by all applicable local, state, laws and regulations, tariffs and orders of courts of competent jurisdiction that apply to the services.
- 5.4 **Alterations, Additions or Improvements.** Customer will not make any alterations, additions or improvements to the Equipment or remove Equipment from a service location without the Company's prior written consent. Customer shall not engage in any activity or construct any new structure which may interfere mechanically, electrically or operationally with the Equipment.

Article 6

PRODUCT SALES

- 6.1 **Product Delivery.** For Products sold to the Customer, the Company will deliver to Customer the Products and quantities as listed in the Quote. Upon delivery of the described Products to the Customer's location(s), Customer will bear solely the risk of loss regardless of any breach by the Company of any provisions hereof.
- 6.2 **Product Installation.** As provided in the Quote, the Company may provide for the installation of Products as required and will determine the method, details and means of performing the work to be carried out for Customer. Customer shall have no right to control the manner or determine the method of accomplishing such work. Customer may, however, require the Company's personnel to observe the security and safety policies of Customer. The Company will coordinate with the Customer to establish a reasonable installation plan. Installations done outside normal company hours may result in additional costs for the Customer.
- 6.3 **Use of Subcontractors.** Customer acknowledges that the Company may install the Products using subcontractors, and that the Company reserves the right to substitute such subcontractors with others, in its sole discretion.
- 6.4 **Product Installation Customer Obligations.** For indoor installations, the Customer agrees to provide, at no cost to the Company, a clean, dry, and temperature-controlled place for installing the Products, all-electrical outlets and power hookups, and any related facilities as specified by the Company. The Customer also agrees to pay for all extra or additional work performed and additional materials furnished in accordance with a change order.
- 6.5 **Return of Products Sold.** Return of Products sold to Customer is only allowable in accordance with the Product manufacturer's warranty provisions.
- 6.6 **Removal of Products.** If the Customer has failed to pay the agreed purchase for any Product and such payment is past due for 30 days or more after written notice to the Customer, the Customer will grant full access to the Company to remove such Products and take possession of all or part of such Products, and Customer will hold the Company harmless for taking such actions. Customer will be liable for the all cost associated with removal of the Products. Removal of the Products does not relieve Customer of its obligations under this Agreement.

Article 7

WARRANTIES

- 7.1 **Product Warranties.** The Company represents and warrants Products sold to Customer solely in accordance with the Product manufacturer's warranty.

Rev Mar 8, 2023

7.2 Services Warranties. The Company represents and warrants that its Lighting Systems are engineered and installed, and the Company's operations procedures are designed and implemented, to provide the Services in accordance with prevailing industry standards for similar services, and that the Company will make commercially reasonable efforts to provide the Services in conformance with such standards. This warranty will apply solely to access to the Services, and will not apply to any outage, loss or damage (1) caused by factors outside of the Company's reasonable control; (2) resulting from any action or omission of the Customer or any third party; (3) resulting from scheduled maintenance or required repairs; or (4) resulting from equipment or any other item not provided by the Company. Any liability on the part of the Company for a breach of this warranty is strictly limited by Article 8.

7.3 Warranties Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2, THE COMPANY PROVIDES PRODUCTS AND/OR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE PRODUCTS AND SERVICES IS AT ITS OWN RISK. THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE CORRECTED. THE PARTIES AGREE THAT ALL LIABILITY FOR A BREACH OF WARRANTY BY THE COMPANY IS STRICTLY LIMITED TO THOSE DESCRIBED IN THE PRODUCT MANUFACTURERS WARRANTY AND SECTION 8 BELOW. THE COMPANY DOES NOT REPRESENT THAT PRODUCTS AND/OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES THESE CONTAIN.

7.4 Customer Warranties. Customer represents, covenants and warrants that (1) Customer is a fully constituted entity, agency, political subdivision, or public corporation of the state in which it is located; (2) this Agreement has been executed on behalf of Customer by persons who are duly authorized officers thereof; (3) this Agreement constitutes the legal, valid, and binding obligation of Customer enforceable in accordance with its terms; (4) Customer has complied with all public bidding, notice and hearing requirements where applicable, and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; (5) Customer reasonably believes that funds can be obtained sufficient to make all payments during the Term; (6) the officer of Customer responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide 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.

Article 8

LIMITATIONS

8.1 Limitations. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S LIABILITY TO THE CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE AFFECTED SERVICES OR EQUIPMENT FOR THE PERIOD DURING WHICH THE ERROR, OMISSION, INTERRUPTION OR DEFECT OCCURRED. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION. Some jurisdictions do not

allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the limitations listed in this Section fully apply only to the extent permitted by law. Except as expressly provided herein, in no event will the Company be liable for any consequential, punitive or other damages under the Agreement, it being agreed that the Company's liability will be limited to the amounts actually received by it under the Agreement.

Article 9

GENERAL PROVISIONS

9.1 Notices. Any notices or other communications required or permitted under this Agreement shall be in writing and deemed to have been duly given and delivered when delivered in person, by electronic communication as long as this communication provides the required documentation with written signature, three (3) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service to the recipient at the following address, or to such other address as to which the other party subsequently shall have been notified in writing by such recipient:

If to the Company:

LumenServe, Inc.
4818 East Ben White Blvd., Suite 107
Austin, Texas 78741

If to the Customer:

Customer Name and Address in Quote

9.2 No Discrimination. The Company agrees that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or natural origin in any manner prohibited by the laws of the United States.

9.3 Insurance. To the extent that Company personnel install Equipment at the Customer's premises, Customer shall maintain "all risk" property insurance to include Fire, Theft, Vandalism, Windstorm, Hurricane and Hail, as well as comprehensive general liability insurance, including broad form property damage. Property limits should be equivalent to the value of the Equipment or as otherwise requested. Any loss or damage of the tower site not caused by the Company will not affect the Customer's obligations under the Agreement.

9.4 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of the Services and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

9.5 Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

9.6 Binding Agreement. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties.

9.7 Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

9.8 Assignment. Except as expressly provided herein, the rights, obligations and duties of the parties hereunder may not be assigned or delegated without the other party's prior written consent, except that the Company may assign this Agreement to an affiliate or to a successor to its business.

9.9 Conflicting Terms. If there is a conflict among the terms in these Standard Terms and Conditions and Quote or any subsequent amended Quote, the terms of Quote or such subsequent amended Quote shall control.

9.10 Force Majeure. The Company shall not be liable to Customer for any failure or delay caused by events beyond the Company's control, including, without limitation, the Customer's failure to furnish necessary information, acts of God, sabotage, failures or delays in transportation or communication, failures

Rev Mar 8, 2023

or substitutions of Products, labor disputes, accidents, shortages of labor, fuel, raw materials or Products, or technical failures.

- 9.11 **Assumptions and Contingencies.** The Company is relieved of its obligation to provide the Products and/or Services if certain preconditions to installation which are outside the control of the Company do not occur. Examples of such preconditions include the issuance of all applicable permits and other regulatory approvals under terms and conditions acceptable to the Company, and the execution of any necessary contracts with third parties under terms and conditions acceptable to the Company. If such preconditions do not occur, the Company will either renegotiate in good faith with the Customer or offer to terminate this Agreement with no termination penalties for either party.
- 9.12 The Company's obligation to perform under this Agreement are based and contingent on the following pre-conditions list including, but not limited to:
- Obtaining the necessary permits and licenses.
 - Acquiring the necessary ground rights and land contracts.

- Obtaining required third party contracts.
- Signing of all required consents of all governmental entities
- Receipt of satisfactory credit check(s) regarding the Customer

- 9.13 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas.
- 9.14 **Use of Customers Name.** The Company may use Customer's name as a customer, including a general description of the services provided, in its proposals, quotes, client lists, case studies, and in other promotional information.
- 9.15 **Captions and Section Headings.** The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

Holland & Knight

1180 West Peachtree Street NW, Suite 1800 | Atlanta, GA 30309 | T 404.817.8500 | F 404.881.0470
Holland & Knight LLP | www.hklaw.com

Marci Rubensohn
+1 404-817-8552
Marci.Rubensohn@hklaw.com

November 18, 2025

Via U.S. Mail

John Ward
Walton County Manager
111 S. Broad Street
Monroe, GA 30655

Logan Propes
City Administrator
215 N. Broad Street
Monroe, GA 30655

Re: Holland & Knight Representation

Dear Mr. Ward and Mr. Propes:

Thank you for retaining Holland & Knight LLP to represent Walton County and the City of Monroe to procure state appropriations for the joint transportation project.

Also, as a necessary consequence of this joint representation, all information you share with H&K in this joint representation will be shared among each other. Thus, if we receive information from or about one of you that we believe the others should have in order to make decisions regarding the subject of the representation, we will give the others that information. In addition, in the unlikely event of a disagreement among you, the attorney-client privilege will not protect the information you share with us. Please note, that should a divergence of interests develop in this representation between you that cannot be amicably resolved among you, H&K may have to withdraw from the joint representation.

Scope of Engagement. H&K's engagement will involve the procurement of state funding for a transportation project. H&K's engagement begins upon the approval of the local authorities. The Firm looks forward to serving Walton County and the City of Monroe's needs in this matter and to establishing a mutually satisfactory relationship.

Terms of Engagement. This letter and the attached Terms of Engagement constitute the entire understanding between the Firm, Walton County and the City of Monroe concerning the Firm's representation of Walton County and the City of Monroe with respect to the matter described above. If Walton County and the City of Monroe seek the Firm's advice in any future matter and if the Firm agrees to undertake such representation the terms and conditions set forth in this letter and the attached Terms of Engagement will apply unless otherwise agreed to in writing by Walton County and the City of Monroe.

John Ward
Logan Propes
November 18, 2025
Page 2

Fees. H&K's fees for this engagement shall be \$8,500 per month for a 12 month term. Our invoices will be sent to Walton County, but all of you will be jointly and severally responsible for their payment.

The Firm has a policy of requiring an advance fee deposit which it will apply to the final invoice or, at the Firm's discretion, credit against its fees during the representation. Under the circumstances the Firm has determined to waive the requirement for an advance fee deposit in this matter.

Client Relationship. The Firm's attorney-client relationship is with Walton County and the City of Monroe only and not with Walton County's and the City of Monroe's individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with Walton County and the City of Monroe parent, subsidiaries, or other affiliates. Since the Firm represents Walton County and the City of Monroe only, Walton County and the City of Monroe agrees that there is no conflict of interest should the Firm represent persons or entities with respect to interests that are adverse to individual persons or entities other than Walton County and the City of Monroe, including those that have a relationship with Walton County and the City of Monroe (e.g., representation of the entity in this matter will not give rise to any conflict of interest in the event the Firm represents other clients that are adverse to the parent, subsidiaries or other affiliates of the entity).

Advance Waiver to Future Conflicts. H&K's agreement to represent Walton County and the City of Monroe is conditioned upon Walton County's and the City of Monroe's understanding and informed consent that the Firm has the right to represent or to undertake to represent existing or new clients in any future matter, including litigation, that is not substantially related to any former or current representation of Walton County and the City of Monroe, even if the interests of such other clients in those other matters are directly adverse to Walton County and the City of Monroe's interests. Please refer to this section in the attached Terms of Engagement for a further explanation regarding such advance waiver.

Considerations Relating to the Decision to Waive. Walton County and the City of Monroe should not sign this waiver if it has any unanswered or unaddressed reservations or concerns. H&K also recommends that Walton County and the City of Monroe discuss this waiver with an attorney of its choice.

Agreement to Arbitrate and Waive Jury Trial. Any dispute, controversy or claim arising out of or relating to this letter, including any claims against the Firm, its affiliates, or any of its personnel for legal malpractice, breach of contract, breach of fiduciary duty, and/or other claims relating to the provision of professional services, will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. By agreeing to submit such dispute, controversy or claim to binding arbitration, Walton County and the City of Monroe are waiving rights to a jury trial and limiting rights to appellate relief. The standards of evidence, procedures, and damages in an arbitration proceeding may differ from a trial. The Firm recommends that Walton County and the City of Monroe consult with another attorney of its choice with respect to whether to agree to arbitrate as provided in this provision. By signing this letter, Walton County and the City of Monroe are acknowledging consultation with an attorney or

John Ward
 Logan Propes
 November 18, 2025
 Page 3

an informed decision not to consult with an attorney despite the recommendation to do so. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in the jurisdiction where the primary work was performed. Please refer to this section in the attached Terms of Engagement for further explanation.

Based on your current alignment of interests, we concluded that H&K will be able to competently and diligently represent all of you in this matter. If the terms described above and in the attached Terms of Engagement are satisfactory, please indicate by signing and returning the enclosed copy of this letter which shall confirm our engagement agreement, together with the advanced fee deposit if applicable.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,

HOLLAND & KNIGHT LLP



Marci Rubensohn

Acknowledgement, Consent, and Joint Represent Conflict of Interest Waiver

Each of the undersigned acknowledges and agrees to the terms of engagement, consents to the joint representation, and waives any conflict of interest associated with the joint representation as described in the aforesaid circumstances.

 John Ward, Walton County

Dated: _____

 Logan Propes, City of Monroe

Dated: _____

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

Holland & Knight LLP appreciates Client's decision to retain Holland & Knight LLP ("H&K" or "the Firm") as Client's legal counsel. Unless modified in writing, these terms are an integral part of Client's engagement of H&K. Experience has shown that an understanding of these matters will contribute to a better relationship between H&K and Client, and that in turn makes H&K's efforts more productive.

H&K's engagement and the services that H&K will provide to Client are limited to the matter identified in the accompanying letter or in any scope letter subsequently sent by H&K to Client. Any changes in the scope of H&K's representation as described in the letter or in any scope letter must be approved in writing by H&K. We will provide services of a strictly legal nature related to the matters described in that letter. Client will provide H&K with the factual information and materials H&K requires to perform the services identified in the letter, and Client will make such business or technical decisions and determinations as are appropriate. Client will not rely on H&K for business, investment, or accounting decisions, or expect H&K to investigate the character or credit of persons or entities with whom Client may be dealing, unless otherwise expressly specified in the letter.

H&K cannot guarantee the outcome of any matter. During the course of the engagement H&K may express opinions or beliefs concerning Client's matter, alternative courses of action, the outcome of the matter, or the existence of events or circumstances that may affect anticipated results or impact the ultimate resolution of the Client's matter. Although H&K shall endeavor to provide diligent and conscientious services to the Client, all representations and expressions relative to the matter do not constitute guarantees due to the uncertainty of all legal matters. Any expression of H&K's professional judgment regarding Client's matter or the potential outcome is, of course, limited by H&K's knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond H&K's control. The payment of our fees and expenses is not contingent or dependent upon a particular result.

Confidentiality and Related Matters

The Firm is subject to, and complies with, the rules of professional conduct that impose upon lawyers and their employees a duty to preserve and protect confidential information. Likewise, to the extent that the Firm's internal business processes, personnel information, information technology and data security processes, or any other information about the administrative operations of the Firm ("Firm Confidential Information"), are shared with Client in connection with a representation or proposed representation, Firm Confidential Information will be maintained in confidence by Client, and will not be disclosed to any third party except to the Client's directors, officers, managers, employees, advisors, accountants, attorneys or agents ("Representatives") who need to know such information for purposes of the Firm's representation of Client (such Representatives having been informed of, and agreeing to comply with, these requirements and the confidential nature of the Firm Confidential Information) and (ii) will be protected with the same degree of care as Client normally uses in the protection of Client's own confidential and proprietary information, but in no case with any less degree than reasonable care. To the extent Client receives or has access to personal information about Firm personnel, Client will comply with the Firm's Third Party Code of Conduct, found at <https://www.hklaw.com/en/firm/legal> (under bullet entitled "Read Holland & Knight's Third Party Code of Conduct").

The Firm attempts to achieve efficiencies and savings for its clients by managing the Firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in an efficient manner, including outsourcing certain functions to third parties. Outsourcing in this manner may require the Firm to allow access by third parties to Client's confidential information, and in some cases, these third parties may be located outside the United States. Each third party with access to Client's confidential information is vetted as part of an Information Technology Standardized Information Gathering (SIG) process, as well as a Privacy Risk Assessment where appropriate. The Firm will follow applicable law and regulations with regard to such outsourcing and protection of confidential information.

Unless H&K has otherwise specifically agreed with Client, Client agrees that H&K may disclose that it represents Client, including in materials which the Firm uses to describe its practices to others.

In the event H&K is required to respond to a subpoena or other formal request from a third party or a governmental agency for H&K's records or other information relating to services H&K has performed for Client, or to testify by

deposition or otherwise concerning such services, H&K will first consult with Client as to whether Client wishes to supply the information demanded or assert Client's attorney-client privilege to the extent Client may properly do so. It is understood that Client will reimburse H&K for H&K's time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in document and data searches, photocopying costs, data storage costs, reviewing data and documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

Affiliated Firms

Because certain of the work for which H&K is engaged by Client may involve matters governed by, or otherwise related to, the laws of non-US jurisdictions, H&K may engage Holland & Knight Colombia SAS, Holland & Knight Mexico SC, and Holland & Knight (UK) LLP ("Affiliate Firm(s)") to the extent necessary or appropriate to obtain the services of attorneys, paralegals and other attorney support personnel in such jurisdictions to provide the relevant portion of the services, and Client hereby agrees to H&K's engagement of H&K's Affiliate Firm(s) in such circumstances. The services of the Affiliate Firm(s) shall be billed to Client in accordance with the provisions of, and together with the services provided by H&K under, the accompanying letter and these Terms of Engagement.

Client acknowledges and agrees that H&K may disclose Client's identity to H&K's Affiliated Firms for the purpose of undertaking a conflict of interest check. Client agrees that information and data relating to Client or on any matter handled by H&K for Client, including confidential information, may be disclosed by H&K to H&K's Affiliated Firms in the course of providing services to Client. Client also agrees that provision of services from one or more of H&K's Affiliated Firms does not grant Client third party rights in respect of such Affiliated Firms.

Client Affiliates

The Firm's attorney-client relationship is with Client only and not with Client's individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with Client's parent, subsidiaries, or other affiliates. Since the Firm represents Client only, Client agrees that there is no conflict of interest should the Firm represent persons or entities with respect to interests that are adverse to individual persons or entities other than Client, including those that have a relationship with Client (e.g., representation of the entity in this matter will not give rise to any conflict of interest in the event the Firm represents other clients that are adverse to the parent, subsidiaries or other affiliates of the entity).

Advance Waiver of Conflicts of Interest

H&K is a large, full-service law firm, and it may be (and often is) asked to represent a client with respect to interests that are adverse to those of another client that is represented by the Firm in connection with another matter. Accordingly, Client understands and agrees that the Firm has the right to represent or to undertake to represent existing or new clients in any future matter, including litigation, that is not substantially related to any former or current representation of Client, even if the interests of such other clients in those other matters are directly adverse to Client's interests.

H&K agrees that Client's prospective consent to conflicting representation will not apply in any instance in which, as a result of the Firm's representation of Client, H&K has obtained sensitive, proprietary, or otherwise confidential information that could be used to the Client's material disadvantage by the other potential client whose interests are adverse to Client's interests, unless the Firm can demonstrate to Client's reasonable satisfaction that any confidential information the Firm has obtained from Client will be sequestered from the lawyers working for that other potential client.

Outside of these limitations, the Firm is and will remain free to represent other clients adverse to Client. In other words, the Firm may represent other clients in negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other legal matters even if those matters are adverse to Client, except with respect to matters that are the same or substantially related to H&K's former or current representation of Client.

Although Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by the Firm prior to receipt of notice of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, Client must consent to the Firm's withdrawal from Client's matters if withdrawal is necessary for the Firm to continue representing other clients. If the Firm does withdraw from a matter, however, it will assist Client in transferring the matter to other counsel of Client's choice in accordance with applicable rules of professional conduct.

Client agrees Client will not assert the Firm's engagement in this matter as a basis for disqualifying the Firm from representing any other client in a different matter or as a basis to assert any claim of breach of duty, except the Firm agrees this waiver shall not include matters or disputes arising against Client that are the same or substantially related to the engagement in this matter or in a former representation.

Joint Representation Waiver of Conflicts of Interest

When the Firm represents more than one client in a matter, including affiliates, the Firm will disclose to all clients all relevant information received from any of the clients relating to the matter at issue. Therefore, if the Firm is representing multiple clients in a matter, each client, upon execution of the accompanying letter or other acknowledgement of consent, has waived the attorney-client privilege to the extent, but only to the extent, that the privilege might otherwise require the Firm to preserve in confidence information disclosed to it by one client from another client, either in the course of a representation or in connection with any subsequent legal proceeding brought by one client against another of the clients. Should material differences develop between multiple clients that cannot be amicably resolved by the joint clients, or that the Firm concludes cannot be resolved on terms compatible with the best interests of all clients, then the Firm, unless otherwise agreed to by the joint clients, shall at that time withdraw from the representation of all clients. If the Firm does withdraw, however, it will assist each of the clients in transferring the matter to other counsel of the clients' choice.

Electronic Communications and Information Storage

Unless instructed otherwise in writing, H&K will correspond with Client and third parties by e-mail or other electronic means. H&K will take reasonable precautions to prevent unauthorized access by third parties outside the Firm to Client's electronic information. H&K cannot, however, guarantee that information will be free from unauthorized access by third parties or that transmissions will be delivered or received in a timely manner or at all, reliably, securely, error free, virus free or free from interception. Client accepts these risks and hazards and agrees that H&K will have no liability for any loss or damage caused by the use of electronic communications and information storage. If Client has a requirement for a greater level of security, please discuss this with H&K.

Client consents to H&K's intercepting and monitoring communications between Client and individuals within the Firm, in order to ensure compliance with H&K's internal rules or with applicable legal requirements and to investigate matters brought to H&K's attention.

H&K stores information in electronic form which may be held in the Cloud, including in platforms owned by trusted third party suppliers such as Microsoft Azure and Amazon Web Services. H&K takes all appropriate technical and organisational measures to protect information supplied by Client.

Use of External Platforms

From time to time, Client and H&K may agree to the use of web-based e-signature platforms for the signing of documents (such as DocuSign and Adobe Sign). Client may also request H&K use certain third-party applications ("Apps") that are outside of H&K's control (such as Client's Microsoft Teams system or WhatsApp) for H&K's communications. Please note that these platforms and Apps are provided by third parties and H&K makes no express or implied representations or warranties about them, including without limitation:

- the security, confidentiality, accuracy, reliability, timeliness or completeness of information communicated via them; and
- any harm or damage that may be caused to Client's computer systems through their use.

When using these platforms and Apps, Client agrees to take responsibility for implementing security and virus checks to protect Client's computer systems and satisfy Client of the integrity and security of information passing through these platforms and Apps. Client acknowledges that H&K is not responsible for any confidentiality breaches in relation to information transmitted and processed through and by the platforms and Apps which arise from inherent security risks associated with them, except where such confidentiality breaches result from H&K's fault.

Client warrants that Client has the necessary licenses and has entered into agreements with the providers of the Apps to allow Client to use the Apps in the way proposed and to grant H&K access.

Client agrees that H&K will be granted sufficient access rights within the Apps to allow download of content, including any available audit trails of amendments made via the Apps.

Client agrees that any records that are saved and stored by H&K regarding any advice provided to Client via the Apps (by downloading, screenshots, or otherwise) will be accepted by both parties as an accurate record of the advice provided by H&K to Client.

H&K will make every effort to use the Apps for communications between H&K, but there may be circumstances in which H&K will need or prefer to communicate with Client using H&K's email systems. Such circumstances include:

- in cases of urgency or particular importance;
- where Client has instructed H&K to act on Client's behalf in the course of any proceedings that have been issued against Client;
- where the advice to be provided by H&K is of a particularly sensitive nature;
- where relevant members of H&K's team do not have access to the Apps and otherwise need to be involved or copied to correspondence;
- when a team member is responding or communicating with Client while traveling where access to the Apps may be limited; and
- where for technical reasons a document cannot be uploaded or shared via the Apps.

To ensure H&K provides Client with the best quality service and acts in accordance with H&K's regulatory obligations, Client and H&K agree to use the Apps in the most efficient and effective way, including by:

- where available, liberal use of the "@" function on communications Apps, to ensure relevant team members (including the lead partner) is alerted to Client's communication;
- use of separate channels and/or threads on communications Apps to provide clear channels of communication in relation to each relevant instruction;
- letting each other know when new members are added to the channel, so H&K and Client are aware who is part of the conversation; and
- view and edit access to documents is kept to the minimum number of individuals who need such access, to help the parties maintain document and version control.

Artificial Intelligence

In providing the legal services defined in this engagement, the Firm may use technological resources which have been licensed to or developed by the Firm. These resources, including artificial intelligence tools, ensure the confidentiality of any and all information received for the purpose of rendering legal services by the Firm. Client understands and accepts that these resources and tools will be used diligently by the Firm for the benefit of Client and as may be deemed necessary.

Fees and Costs

Clients frequently ask H&K to estimate the fees and other charges they are likely to incur in connection with a particular matter. H&K is pleased to respond to such requests whenever possible with an estimate based on H&K's professional judgment. Such an estimate is subject to the understanding that, unless H&K and Client agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost can vary from the estimated amount.

Hourly rates are subject to an annual adjustment by H&K unless an agreement stating otherwise is entered.

All costs and disbursements incurred by the Firm on behalf of Client are the responsibility of Client. In addition to legal fees, H&K's invoices will include expenses that H&K has advanced on Client's behalf and internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the Firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, court reporting, witness fees, postage and overnight courier charges, filing, recording, certification, and registration fees charged by governmental bodies. H&K's internal charges typically include, but are not limited to, such items as access to research databases and charges for data storage and photocopying materials sent to Client or third parties or required for H&K's use. A cost retainer may be requested at the onset of the engagement and periodically throughout to reimburse funds due to vendors or to the Firm directly. Where applicable, arrangements may be made for the vendor to invoice Client directly for services.

Independent Contractors

The Firm may engage resources who are not employed by the Firm, i.e., independent contractors. For these independent contractors, H&K will charge rates based upon those charged of Firm lawyers or paralegals with similar qualifications and experience. Client agrees that H&K may report and bill work performed by independent contractors in the same manner as Firm-employed timekeepers, and Client acknowledges that the amount H&K charges Client for this work is not the amount that will be paid to the independent contractor.

During the course of H&K's representation, it may be appropriate to hire third parties to provide services on Client's behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Client agrees to pay the costs of all such services directly to the third party or to reimburse H&K if H&K advances such costs.

Billings

H&K generally bills periodically throughout the engagement for a particular matter, and H&K's invoices are due upon receipt. In instances in which H&K represents more than one client with respect to a matter, unless otherwise agreed in writing, each client that H&K represents is jointly and severally liable for H&K's fees and expenses with respect to the representation.

Unless otherwise agreed in H&K's engagement letter or otherwise in writing, H&K's invoices are due upon receipt, and if any invoice is unpaid for ninety (90) days, H&K reserves the right to withdraw as Client's counsel and terminate H&K's representation, subject to applicable ethical rules. If an invoice remains unpaid for more than 30 days, the Firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the invoice until it is paid in full. Interest charges apply to specific monthly invoices on an individual invoice basis. Any payments made by the Client are applied first to the oldest outstanding invoice, with any payment overage applied to all other unpaid invoices.

H&K invites Client to discuss freely with H&K any questions that Client has concerning a fee charged for any matter. H&K wants H&K's clients to be satisfied with both the quality of H&K's services and the reasonableness of the fees that H&K charges for those services. H&K will attempt to provide as much billing information as Client requires and in such customary form that Client desires, and is willing to discuss with Client any of the various billing formats H&K has available that best suits Client's needs.

Where required, Client's invoice may include applicable international taxes such as VAT, GST, country-based business tax and consumption tax, etc., which need to be remitted to H&K along with the fees and costs.

All payments of H&K's invoices must be made free and clear of, and without any deduction or withholding for or on account of, any tax or charge unless Client is legally obliged to make such a deduction or withholding. If that is the case and provided legally permissible, the sum payable (in respect of which such deduction or withholding tax is required to be made) shall be increased to the extent necessary to ensure that H&K receives a sum net of any deduction or withholding tax or charge equal to the sum payable on H&K's invoice and as if no such deduction or withholding has been made or required to be made from H&K's invoice.

E-Billing Policies and Procedures

The Firm works with several ebilling vendors (the "Approved Vendors") which have demonstrated proficiency in the electronic management of billing and collection matters. If Client currently uses or is contemplating using an e-billing vendor, please contact H&K's e-billing team at BillingTeamE@hklaw.com to discuss whether Client's existing vendor meets the Firm's requirements for Approved Vendors.

The Firm expects all Approved Vendors to comply with the following policies and procedures, and H&K looks to Client to provide these policies and procedures to Client's e-billing vendor:

1. Vendor site must be a supported vendor within the system for management of e-billing matters used by the Firm.
2. The vendor site should allow access to the site not only by responsible attorneys, but also e-billing staff and other Firm personnel authorized to participate in the e-billing process.
3. Client's vendors must comply with the Firm's Third Party Code of Conduct, found at <https://www.hklaw.com/en/firm/legal> (under bullet entitled "Read Holland & Knight's Third Party Code of Conduct"), which applies to third parties that handle personal information of Firm personnel.
4. In any circumstance where the Firm is e-billing an insurance company for work performed on Client's behalf, the Firm's e-billing policies shall apply to any vendor utilized by such insurance company.

Further, if the Firm is providing a discount on its fees, any vendor charges which are imposed on the Firm will be included in the total amount subject to the discount. Moreover, no e-billing issues regarding rejected charges, delayed approvals, unreasonable delays in payment, failure of the vendor or Client to keep the Firm informed of approval and payment progress, failure of the vendor or Client to keep the Firm informed of corrective actions needed to assist with payment, or other invoicing issues, modify the Firm requirement for prompt payment of fees and expenses in accordance with the terms of this engagement letter.

Client Files

In the course of Client's representation, H&K will maintain a file, either in paper or electronic form containing correspondence with Client, pleadings, agreements, deposition transcripts, exhibits, physical evidence, expert reports, and other items H&K considers reasonably necessary to Client's representation ("Client File"). H&K may also retain for H&K's own use documents containing H&K's attorney work product, mental impressions or notes, and drafts of documents ("Work Product"). The Client File will not include the Work Product and H&K's internal communications, including emails and other materials not communicated to Client, which H&K does not consider necessary to Client's representation. Client is entitled upon written request to take possession of the Client File, subject to H&K's right to make copies of any files delivered to Client. Client agrees that the Work Product shall be and remain H&K's property. H&K may destroy the Client File ten (10) years after a matter is closed, or in line with the Firm's document retention policy or applicable regulatory, statutory or legal requirement.

Termination

The representation is terminable at will by either H&K or Client. The termination of the representation will not terminate Client's obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition of the matter or the Client File to new counsel.

Unless otherwise agreed, the attorney-client relationship between H&K and Client will be considered terminated upon H&K's completion of the specific services for which H&K has been retained. At H&K's election, H&K may consider the attorney-client relationship terminated six (6) months after the last date H&K furnishes any billable services to the Client and there is no ongoing or imminent matter being handled by H&K for the Client at the time of such termination.

H&K may inform the former Client from time to time of developments in the law which may be of interest, but such communication should not be understood as a revival of an attorney-client relationship. Moreover, H&K has no obligation to inform the former Client of such developments in the law unless H&K is engaged in writing to do so.

H&K also may (but is not obligated to) respond to an audit letter request after termination of the attorney-client relationship between H&K and Client, but such communication should not be understood as a revival of an attorney-client relationship.

In the event H&K's representation of Client is terminated and Client has not paid for all services rendered and/or other charges accrued on Client's behalf to the date of H&K's withdrawal, H&K may, to the extent permitted by law, assert a charging lien against any funds recovered by Client related to the terminated matter, and a retaining lien against any property, documents or files remaining in H&K's possession until such charges are paid.

Agreement to Arbitrate and Waive Jury Trial

Any dispute, controversy or claim arising out of or related to H&K's representation or subsequent scope letter or other writing, including any claims against the Firm, its affiliates, or any of its personnel for legal malpractice, breach of contract, breach of fiduciary duty, and/or other claims relating to the provision of professional services, will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"). If the amount in controversy does not exceed five million dollars (\$5,000,000), the arbitration will be conducted by a single neutral arbitrator from the JAMS panel of neutrals. If the parties encounter difficulty in agreeing on this arbitrator, they will seek the assistance of JAMS in the selection process. If the amount in controversy exceeds five million dollars (\$5,000,000), the arbitration will be conducted by an arbitration panel consisting of three neutral arbitrators from the JAMS panel of neutrals, with one arbitrator selected by one side of the dispute, with one arbitrator selected by the other side of the dispute, and a third arbitrator selected by the two other arbitrators. By agreeing to submit such dispute, controversy or claim to binding arbitration, Client is waiving Client's right to a jury trial, agreeing to have the matter decided by one or more individuals who are not sitting judges and who will be paid by the parties according to the Rules, and Client is significantly limiting both Client's right and need to respond to requests for appellate relief. The standards of evidence, procedures (including, for example, the scope and extent of discovery) and damages in an arbitration will also differ to at least some degree from a trial. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in the jurisdiction where the primary work was performed. Client and the Firm shall maintain the confidential nature of the arbitration proceeding and the Award (as defined in the Rules), including the Hearing (as defined in the Rules), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award (as defined in the Rules) or its enforcement, or unless otherwise required by law or judicial decision. By signing this agreement, Client also agrees that no provision of this agreement should be interpreted or construed as waiving or agreeing to vary the effect of any right or requirement which is expressly prohibited from being waived or varied under applicable law or the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, as applicable. Furthermore, wherever possible, each provision of this agreement shall be interpreted and construed in such manner as to be effective and valid under applicable law. If, however, any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement, which shall remain in full force and effect. The Firm recommends that Client consult with another attorney of Client's choice with respect to whether Client should agree to arbitrate all disputes as provided in this provision.

California

Notwithstanding this overall agreement to arbitrate, fee disputes may first be submitted to the California State Bar's program for arbitration of fee disputes pursuant to Business and Professions Code section 6200 *et seq.* or any successor statute. If a fee dispute arises, the Firm will provide Client with information about the State Bar program. If the Bar panel declines to hear a fee dispute, or if either party rejects the Bar panel's decision on any fee dispute, then instead of the right to trial mentioned in the statute, Client acknowledges and agrees that the fee dispute and any other dispute between H&K and Client will be resolved exclusively by confidential private arbitration, as set forth above. Both Client and the Firm further understand and waive to the fullest legal extent any applicability of the holding in *Alternative Systems, Inc. v. Carey*, 67 Cal. App.4th 1034 (1998), to the effect that an attorney and a client cannot agree to arbitrate fee disputes until a dispute has arisen. If the holding in *Alternative Systems* is applied by a court of competent jurisdiction, or by an arbitrator of competent jurisdiction, to any fee dispute under this agreement, Client and the Firm agree that the remainder of this arbitration agreement will remain in effect and must be enforced with respect to all other disputes or claims.

Connecticut

Any dispute over the Firm's fees and costs, or any request for a refund, shall be resolved by binding arbitration through the Lawyer-Client Fee Dispute Resolution Program of the Connecticut Bar Association ("CBA Program"); information about that program may be found at www.ctbar.org/public/lawyer-client-fee-dispute-resolution-program. Under the CBA Program, its administrators appoint a neutral arbitrator to hear from each side and issue a decision resolving the dispute. There is no cost to use the CBA Program at this time.

Should the CBA decline to accept the fee dispute or be unable for any reason to appoint an arbitrator within six (6) months of being requested by either party, then the fee dispute will be resolved by binding arbitration pursuant to Connecticut General Statutes Sections 52-407aa through 52-407ddd

before a single arbitrator agreed upon by the parties, or, absent such an agreement, as appointed by a judge of a Connecticut Superior Court pursuant to 52-407kk. An arbitrator selected pursuant to the statute will charge for their time which they may allocate to one party or the other.

There are advantages and disadvantages to arbitration. Arbitrations usually are quicker and less expensive than court proceedings, but they do not include the right to a trial by jury or court; an arbitrator may impose restrictions on what, if any, pre-hearing requests for discovery will be allowed; and the grounds by which the arbitrator's decision may be challenged are limited. Please note however that any claim by Client beyond a fee dispute asking for damages against H&K is not subject to this provision. In the event Client asserts such a claim, it must be resolved by a Connecticut court. Only if the Firm's engagement is for a commercial matter, Client and any guarantor acknowledge the Firm shall be entitled to recover its reasonable attorney fees and expenses to collect sums due in any court proceeding or arbitration.

Florida

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before Client signs this agreement Client should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, Client gives up (waives) Client's right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

New York

If a dispute develops about H&K's fees, Client may be entitled under Part 137 of the Rules of the Chief Administrator of the New York Courts to arbitration of that dispute if it involves more than \$1,000 and less than \$50,000.

North Carolina

Notwithstanding this overall agreement to arbitrate, the Firm will, in the event of a fee dispute, make reasonable efforts to inform Client of Client's right to make use of the North Carolina State Bar program of fee dispute resolution at least 30 days prior to initiating proceedings to collect a disputed fee and will, at Client's request, participate in that program in good faith.

Internal Law Firm Privilege

The Firm represents many clients and handles a great number of complex matters. As a result thereof, from time to time issues may arise that raise questions governed by attorneys' professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, H&K generally seeks the advice of an H&K professional responsibility partner or H&K's General Counsel. H&K considers such consultations to be protected from disclosure under the attorney-client privilege. While some courts have limited this privilege under certain circumstances, H&K believes that it is in the interests of both H&K's clients and the Firm that H&K receives expert analysis of H&K's obligations. Accordingly, as part of this agreement concerning H&K's representation of Client, Client agrees that if the Firm determines, in its own discretion, it is either necessary or appropriate to consult with its counsel (either the Firm's professional responsibility partners or General Counsel, their designees or, if it chooses, outside counsel), the Firm has Client's consent to do so and Client further agrees that the Firm's on-going representation of Client shall not result in a waiver of any attorney-client privilege that the Firm may have to protect the confidentiality of the Firm's communications with such counsel.

Data Privacy and Protection

In the course of H&K's representation, H&K may receive from Client or on Client's behalf, certain confidential information about individual persons that is protected under applicable law and regulations. Please review the Firm's Privacy Notice, which can be found at <https://www.hklaw.com/en/firm/legal/privacy>.

Transferring Data Outside Country of Origin

H&K's Affiliated Firms have offices in the United States, the United Kingdom, Mexico, Colombia and Algeria. H&K's personnel may access Client's data in any country in which H&K operates. To deliver services to Client, it is sometimes necessary for H&K to transfer and store data outside its country of origin as follows: (1) with H&K's Affiliated Firms; (2) with H&K's service providers located outside the data's country of origin; (3) if Client is based outside the data's country of origin; or (4) where there is an international aspect to the matter representation. Additionally, unless otherwise mutually agreed to between H&K and Client, all data transferred to the Firm will be received, stored and accessed on the Firm's servers in the United States.

Texas Disclosure

H&K is required by law to advise Client that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of the General Counsel of the State Bar of Texas will provide Client with information about how to file a complaint. For more information, Client may call 1-800-932-1900. It is a toll-free call.

* * * * *

Client's agreement to this engagement constitutes Client's acceptance of the foregoing terms and conditions. If any of them is unacceptable to Client, please advise H&K now so that the Firm can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.



November 21, 2025

Walton County Board of Commissioners
 Ms. Rhonda Hawk, Purchasing Director
 111 South Broad Street
 Monroe, GA 30655

Re: Dry Pond Road Culvert Replacement Project – Recommendation of Award
Bid Date November 20, 2025

Dear Ms. Hawk:

On Thursday, November 20, 2025 the Walton County Board of Commissioners received seven (7) bids for the Dry Pond Road Culvert Replacement project. The scope of work includes furnishing all materials, labor, tools, equipment, and any other miscellaneous items necessary for the completion of the Dry Pond Road Culvert Replacement Project; including but not limited to the installation of approximately 50 LF of 36" CMP, 50 LF of triple 8' x 8' cast-in-place box culvert, skewed reinforced concrete headwalls, water main relocation, and installation of approximately 1,800 square yards of base and asphalt pavement.

Based on our review of the bids received, it appears that the lowest bid is that of Wilson Construction Management, LLC in the total bid amount (Base Bid and Alternatives) of EIGHT HUNDRED ELEVEN THOUSAND, THREE HUNDRED FORTY-EIGHT AND 00/100 DOLLARS (\$811,348.00). A copy of the complete bid tabulation is attached for your review.

PPI has no past work history with Wilson Construction Management, but they did provide favorable reference letters from the City of Johns Creek, City of Woodstock, City of Milton, and Lowe Engineers. Please feel free to call or email me with any questions regarding our review of the quotes received.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jimmy Parker", is written over a light blue horizontal line.

Jimmy Parker, P.E.
 Senior Vice President

F:\DOCUMENT\03\170M\Dry Pond Road Culvert Replacement\Bid Phase\Bids Received\Recommendation Letter.doc

cc: Chairman David Thompson, Walton County Board of Commissioners
 File

Walton County Board of Commissioners
Dry Pond Road Culvert Replacement Project, RFB2025-13

BID TABULATION				Wilson Construction Management Norcross, GA 30093		R&B Developer, Inc. Suwanee, GA 30024		Georgia Bridge and Concrete, LLC Auburn, GA 30011		Bayne Development Group Watkinsville, GA 30677		ER Snell Contractor, Inc. Snellville, GA 30078		SH Creel Contracting, LLC Powder Springs, GA 30127		Matthews Development Corp Loganville, GA 30052	
ITEM #	Description	Units	Est. # of Units	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item
1	Demolition Complete	LS	1	\$22,186.00	\$22,186.00	\$225,350.00	\$225,350.00	\$65,000.00	\$65,000.00	\$196,816.50	\$196,816.50	\$34,700.00	\$34,700.00	\$86,878.00	\$86,878.00	\$62,563.00	\$62,563.00
2	Earthwork and Grading Complete	LS	1	\$267,973.00	\$267,973.00	\$253,481.00	\$253,481.00	\$315,000.00	\$315,000.00	\$395,502.00	\$395,502.00	\$360,000.00	\$360,000.00	\$346,652.00	\$346,652.00	\$382,848.00	\$382,848.00
3	Storm Drain Pipe, 36 In., H 1-10	LF	20	\$105.00	\$2,100.00	\$105.00	\$2,100.00	\$230.00	\$4,600.00	\$112.40	\$2,248.00	\$179.00	\$3,580.00	\$113.00	\$2,260.00	\$150.00	\$3,000.00
3a	Storm Drain Pipe, 18 In., H 1-10	LF	50	\$53.70	\$2,685.00	\$50.00	\$2,500.00	\$108.00	\$5,400.00	\$91.36	\$4,568.00	\$78.00	\$3,900.00	\$75.00	\$3,750.00	\$150.00	\$7,500.00
4	Stone Dumped Rip Rap, Tp1, 24 In.	SY	500	\$104.00	\$52,000.00	\$75.00	\$37,500.00	\$90.00	\$45,000.00	\$82.20	\$41,100.00	\$92.25	\$46,125.00	\$162.00	\$81,000.00	\$63.00	\$31,500.00
5	Plastic Filter Fabric	SY	500	\$3.50	\$1,750.00	\$3.00	\$1,500.00	\$9.00	\$4,500.00	\$6.00	\$3,000.00	\$6.05	\$3,025.00	\$8.00	\$4,000.00	\$4.00	\$2,000.00
6	Class AA Concrete	CY	211	\$878.00	\$185,258.00	\$920.00	\$194,120.00	\$930.00	\$196,230.00	\$650.00	\$137,150.00	\$1,290.00	\$272,190.00	\$1,170.00	\$246,870.00	\$3,100.00	\$654,100.00
7	Bar Reinforcing Steel	LB	21,000	\$1.20	\$25,200.00	\$1.50	\$31,500.00	\$1.70	\$35,700.00	\$5.00	\$105,000.00	\$1.85	\$38,850.00	\$2.00	\$42,000.00	\$2.00	\$42,000.00
8	Flared End Section, 36 In., Storm Drain	EA	2.0	\$1,349.00	\$2,698.00	\$1,950.00	\$3,900.00	\$2,800.00	\$5,600.00	\$1,000.00	\$2,000.00	\$3,160.00	\$6,320.00	\$2,795.00	\$5,590.00	\$1,900.00	\$3,800.00
8a	Flared End Section, 18 In., Storm Drain	EA	2	\$1,040.00	\$2,080.00	\$1,150.00	\$2,300.00	\$1,600.00	\$3,200.00	\$500.00	\$1,000.00	\$656.00	\$1,312.00	\$1,704.00	\$3,408.00	\$1,900.00	\$3,800.00
9	Sawed Joints in Existing Pavement	LF	58	\$6.00	\$348.00	\$6.00	\$348.00	\$65.00	\$3,770.00	\$10.25	\$594.50	\$4.60	\$266.80	\$7.00	\$406.00	\$10.00	\$580.00
10	Class B Concrete, Base or Pavement Widening	CY	5	\$600.00	\$3,000.00	\$150.00	\$750.00	\$760.00	\$3,800.00	\$300.00	\$1,500.00	\$385.00	\$1,925.00	\$465.00	\$2,325.00	\$300.00	\$1,500.00
11	Mill Asph Conc Pvmnt, 1 1/2 Depth	SY	245	\$34.00	\$8,330.00	\$36.00	\$8,820.00	\$45.00	\$11,025.00	\$40.00	\$9,800.00	\$29.25	\$7,166.25	\$31.00	\$7,595.00	\$95.00	\$23,275.00
12	Driveway Concrete, 4" Thick	SY	180.0	\$49.00	\$8,820.00	\$60.00	\$10,800.00	\$65.00	\$11,700.00	\$51.00	\$9,180.00	\$64.00	\$11,520.00	\$71.00	\$12,780.00	\$50.00	\$9,000.00
13	Foundation Backfill Matl, TP II	CY	150.0	\$109.00	\$16,350.00	\$95.00	\$14,250.00	\$115.00	\$17,250.00	\$120.00	\$18,000.00	\$110.00	\$16,500.00	\$115.00	\$17,250.00	\$105.00	\$15,750.00
14	Unclassified Excavation	CY	91.0	\$15.00	\$1,365.00	\$100.00	\$9,100.00	\$50.00	\$4,550.00	\$225.00	\$20,475.00	\$72.00	\$6,552.00	\$94.00	\$8,554.00	\$50.00	\$4,550.00
15	Solid Traf Stripe, 5 In., White	LF	1,500	\$1.00	\$1,500.00	\$2.00	\$3,000.00	\$1.00	\$1,500.00	\$3.00	\$4,500.00	\$1.05	\$1,575.00	\$1.25	\$1,875.00	\$3.00	\$4,500.00
16	Solid Traf Stripe, 5 In., Yellow	LF	1,500	\$1.00	\$1,500.00	\$2.00	\$3,000.00	\$1.00	\$1,500.00	\$3.00	\$4,500.00	\$1.05	\$1,575.00	\$1.25	\$1,875.00	\$3.00	\$4,500.00
17	Traffic Control	LS	1	\$19,030.00	\$19,030.00	\$15,650.00	\$15,650.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$20,400.00	\$20,400.00	\$38,318.00	\$38,318.00	\$22,500.00	\$22,500.00
18	Erosion Control, All Complete per plans and GDOT Specs	LS	1	\$18,445.00	\$18,445.00	\$2,500.00	\$2,500.00	\$80,000.00	\$80,000.00	\$40,198.00	\$40,198.00	\$76,300.00	\$76,300.00	\$232,967.00	\$232,967.00	\$66,500.00	\$66,500.00
19	Temporary Fence	LS	1	\$2,320.00	\$2,320.00	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00	\$7,000.00	\$7,000.00	\$20,700.00	\$20,700.00	\$26,268.00	\$26,268.00	\$12,500.00	\$12,500.00
20	Fence Removal and Replacement	LS	1	\$9,352.00	\$9,352.00	\$2,980.00	\$2,980.00	\$42,000.00	\$42,000.00	\$14,171.00	\$14,171.00	\$38,500.00	\$38,500.00	\$15,458.00	\$15,458.00	\$17,500.00	\$17,500.00
20	Water Main Relocation	LS	1	\$48,000.00	\$48,000.00	\$36,000.00	\$36,000.00	\$85,000.00	\$85,000.00	\$45,745.00	\$45,745.00	\$117,700.00	\$117,700.00	\$49,355.00	\$49,355.00	\$40,209.00	\$40,209.00
MANDATORY ALTERNATIVES																	
ALT 1	GR AGGR Base CRS, 8 In., Incl Matl	TN	855	\$50.00	\$42,750.00	\$36.00	\$30,780.00	\$54.00	\$46,170.00	\$60.56	\$51,778.80	\$58.00	\$49,590.00	\$46.00	\$39,330.00	\$55.00	\$47,025.00
ALT 2	Recycled Asph Conc 9.5 mm Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	TN	164	\$167.00	\$27,388.00	\$160.00	\$26,240.00	\$195.00	\$31,980.00	\$220.45	\$36,153.80	\$162.00	\$26,568.00	\$200.00	\$32,800.00	\$230.00	\$37,720.00
ALT 3	Recycled Asph Conc 19 mm Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	TN	200	\$182.00	\$36,400.00	\$142.00	\$28,400.00	\$165.00	\$33,000.00	\$197.00	\$39,400.00	\$145.00	\$29,000.00	\$185.00	\$37,000.00	\$210.00	\$42,000.00
ALT 4	Bituminous Tack Coat	GAL	180	\$14.00	\$2,520.00	\$5.00	\$900.00	\$9.00	\$1,620.00	\$7.57	\$1,362.60	\$3.90	\$702.00	\$6.00	\$1,080.00	\$8.00	\$1,440.00
BASE BID AMOUNT				\$702,290.00		\$862,449.00		\$989,325.00		\$1,089,048.00		\$1,090,682.05		\$1,237,434.00		\$1,415,975.00	
MANDATORY ALTERNATIVES				\$109,058.00		\$86,320.00		\$112,770.00		\$128,695.20		\$105,860.00		\$110,210.00		\$128,185.00	
TOTAL BID AMOUNT INCLUDING ADDITIONAL WORK				\$811,348.00		\$948,769.00		\$1,102,095.00		\$1,217,743.20		\$1,196,542.05		\$1,347,644.00		\$1,544,160.00	

Figures in red show amounts different from originally-submitted Bid Tabulation.
Engineer's Statement: I hereby state that to the best of my knowledge and belief, the above quote amounts are correct and reflect the amounts presented to the Walton County Board of Commissioners on Thursday, November 20, 2025 at 2:00 PM

PRECISION PLANNING, INC.



Jimmy Parker, P.E., Project Manager