



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, December 05, 2023 at 6:00 PM

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

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

AGENDA

1. **PRESENTATIONS**
2. **MEETING OPENING**
 - 2.1. Pledge of Allegiance & Invocation
 - 2.2. Call to Order
 - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
 - 3.1. Additions/Deletions
4. **PLANNING COMMISSION RECOMMENDATIONS**
 - 4.1. Withdrawal of Z23100001 - Rezone 6.20 acres from A2 to B3 for truck parking/laydown lot & outside storage - Applicant: Richard Wade - Owner: Algin Properties LLC - property located at 2334 Hwy 278, 2422 & 2432 Hancock Dr. - Map/Parcel C1580024, 25 & 26 - District 4
5. **PLANNING & DEVELOPMENT**
 - 5.1. AZ23100011 - Alteration to Zoning - remove conditions from Rezone Z00890 - Applicant: William Coleman - Owner: HC3 Properties - property located on Hwy. 138 - Map/Parcel C0760048E00 - District 5
6. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*
 - 6.1. Approval of November 7, 2023 Meeting Minutes
 - 6.2. Contracts & Budgeted Purchases of \$25,000 or Greater
 - 6.3. Declaration of Surplus
 - 6.4. Ratifications of Actions taken by WCWSA on August 1, 2023 and October 19, 2023
 - 6.5. Proposed 2024 Meeting Calendar

[6.6.](#) Proposed FY25 Budget Calendar

[6.7.](#) Acceptance of Forfeited Vehicle - Sheriff's Office

[6.8.](#) Agreement - Southeast Corrections Probation Services - Probate Court

[6.9.](#) Agreement - Southeast Corrections Probation Services - Magistrate Court

7. RESOLUTIONS

[7.1.](#) FY 2024 Budget Amendment

[7.2.](#) Project Length Budget - 2024 LMIG and SPLOST Resurfacing Projects and Budget Amendment

8. APPOINTMENTS

[8.1.](#) Walton County Board of Tax Assessors

[8.2.](#) Walton Co. Board of Health

9. DISCUSSION

9.1. County Manager's Report/Update

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

11. ANNOUNCEMENTS

12. EXECUTIVE SESSION

13. ADJOURNMENT

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

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below and return it to the County Clerk no later than 5:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form.

<http://www.waltoncountyga.gov/Clerk/Public%20Comment%20Form.pdf>

For more information, please contact Rhonda Hawk.



Planning and Development Department Case Information

Case Number: Z23100001

Meeting Dates: Planning Commission 11-02-2023
Board of Commissioners 12-05-2023

Applicant:
Richard Wade (Wade Nation LLC)
3046 W Deer Mountain Drive
Riverton, UT 84065

Owner:
Algin Properties LLC
224 Alcovy Street
Monroe, Georgia 30655

Current Zoning: A2

Request: Rezone 6.20 acres from A2 to B3 for truck parking lot, laydown lot and outdoor storage.

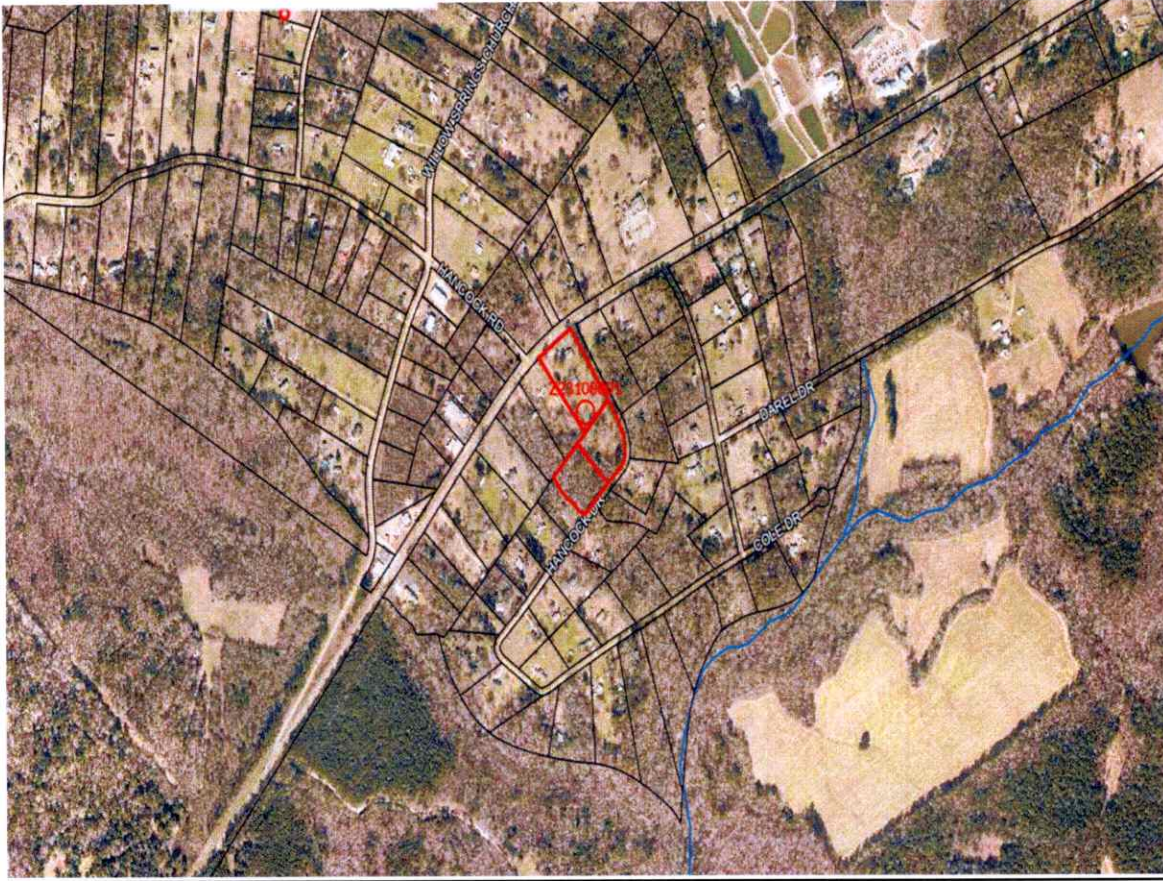
Address: 2334 Highway 278, Social Circle, Georgia 30025
2422 Hancock Drive, Social Circle, Georgia 30025
2432 Hancock Drive, Social Circle, Georgia 30025

Map Number: C1580024 2.60 acres
C1580025 1.70 acres
C1580026 1.90 acres

Site Area: 6.20 acres

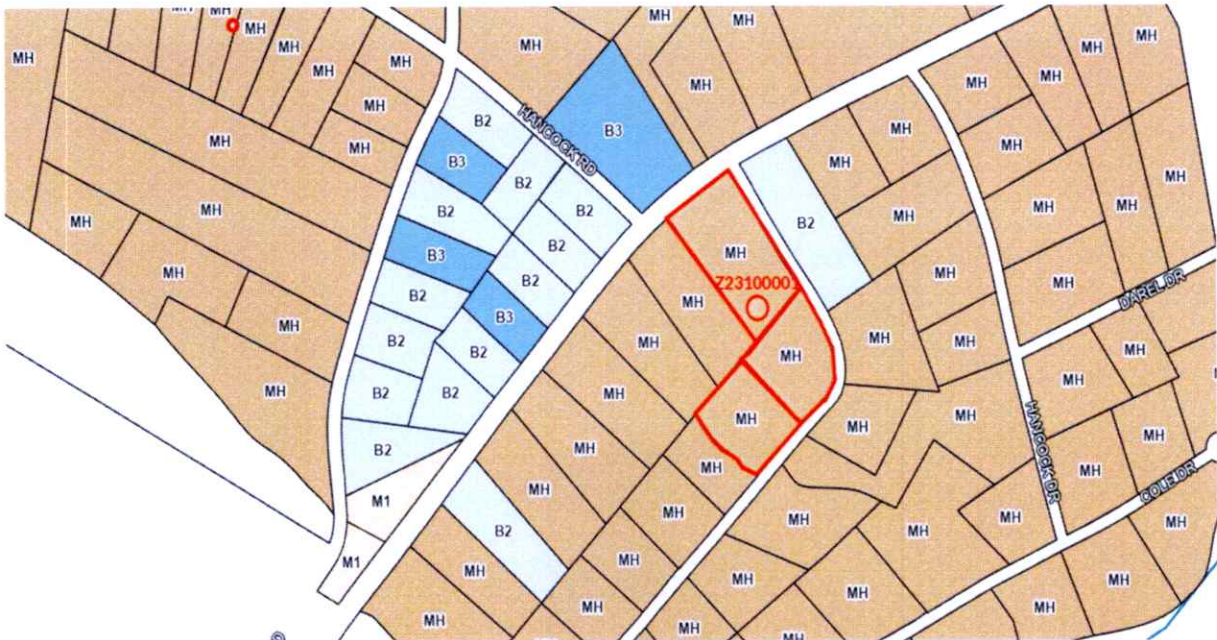
Character Area: Employment Center

District 4: Commissioner –Lee Bradford Planning Commission – Keith Prather



Existing Site Conditions: Property consists of 6.20 acres.

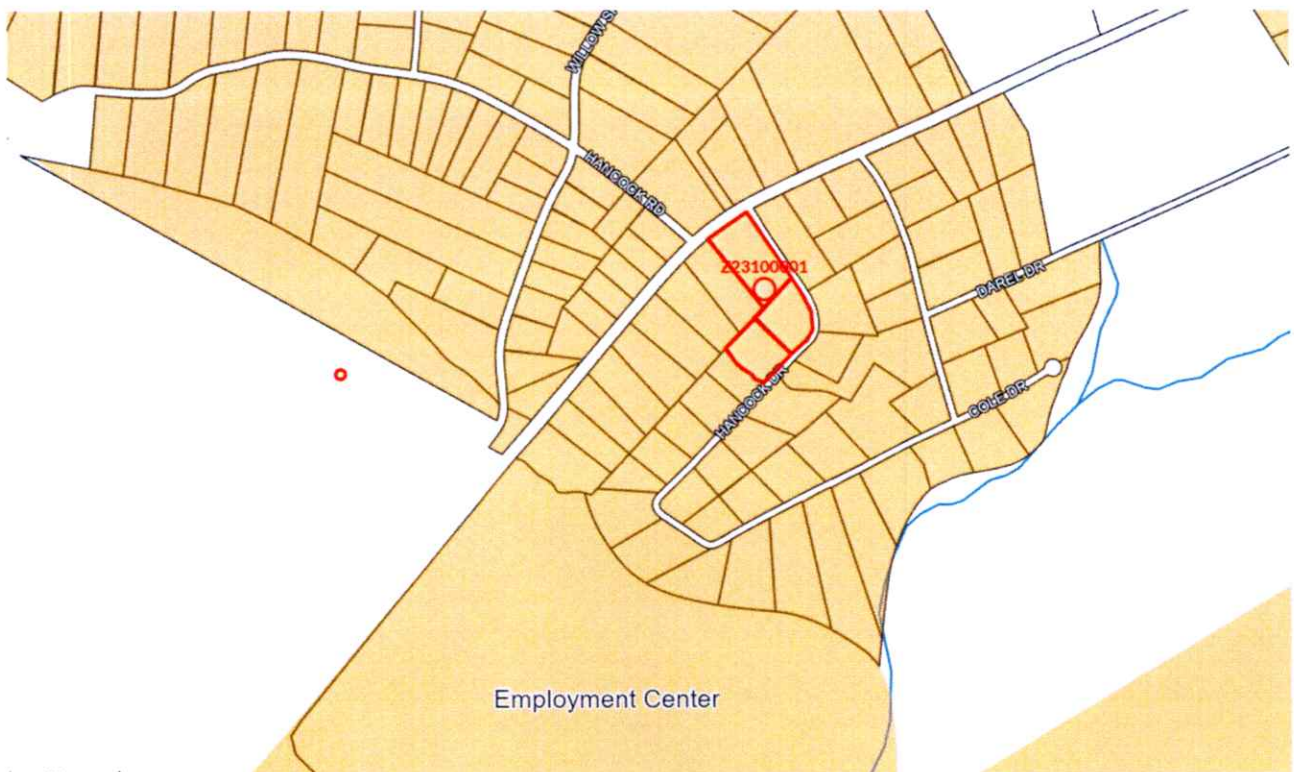
The surrounding properties are zoned B3, B2 and A2.



Subdivisions surrounding property:



The Future Land Use Map for this property is Employment Center.



History: No History

Staff Comments/Concerns:

Should the Board favor approval of the rezone, the department would suggest in lieu of approval to B3 that property be rezoned to B2 Conditional Use with the following conditions:

- 1- Entire area must be completely screened with an opaque fence.
- 2- Parking area must be paved or concrete.
- 3- Entrance to be off Hwy 278-No access on Hancock.
- 4- Must provide minimum 7-gallon evergreen planting 8 ft. on center 6 ft. off the property for the entire perimeter

As well as complying with Article 6 Outdoor Storage of Commercial Vehicles

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends that Access should be off State Hwy 278 for commercial vehicles.

Sheriffs' Department: This will have no impact on the Walton County Sheriff's Office.

Water Authority: This property is located within the City of Social Circle service area.

Water Department – City of Social Circle: No comment received.

Fire Marshal Review: Fire Hydrant shall be added if not currently in place within 500'. Hydrant at 278 and Hancock Road may be sufficient.

Fire Department Review: Risk of major fire loss associated with truck park facility.

Board of Education: Will have no effect on the Walton County School District.

DOT Comments: Will require coordination with GDOT.

PC ACTION 11/2/2023:

4.1 Z23100001-Rezone 6.20 acres from A2 to B3 for truck parking/laydown lot & outside storage-Applicant: Richard Wade-Owner: Algin Properties LLC-located on 2334 Hwy 278, 2422 & 2432 Hancock Dr-Map/Parcel C1580024, 25 &26-District 4.

Presentation: Ginny VanOstrom Willett with Align Properties represented the case. She has owned this property for 10 years and has not been able to do anything with the property. She has paid 10 years of taxes on 3 of the properties. The property is under contract. The people purchasing the property are going to use it as parking. She understands that they are helping to build Rivian and wants a place to park their trucks and vehicles there. She believes that this is the highest and best use for the property. She said that this is not a truck stop but helping people working in the area that has a commercial truck to park there. She said that there are approximately 14 different lots down 278 that have commercial trucks. Wesley Sisk asked was the truck parking for 156 spaces and the property owner stated that she is not aware of that and has not met the Applicant.

Speaking: John Hardman who lives at 2364 Highway 278 directly across from Hancock Drive spoke. He stated that these properties wrap around his property. He is disabled and is at his home all the time. He doesn't want truck parking there.

Marshall Taylor who lives on Darrell Drive said that there is no way that large trucks can pull in and out of the property safely. There is a sight distance hazard. If you put a parking lot and entrance is off of Hancock Road that there will be no room. He stated that he already has to stop when big trucks come down the road. If large trucks come down that road, then they would have to get on someone else's property where they live to turn around. If Rivian needs a place to park the vehicles, then the State can find them a place for them to park.

Matthew Bray spoke and stated that coming down Hancock is unsafe and there is no sight distance even with a turning lane. It is bad enough with 75 plus semi tractor trailers coming on there. He said that there will be lights and back up alarms and some of his neighbors sleep during the day and these are people that have lived here day in and day out. What happened to property rights and Liberty and Justice for all. What

level of respect are you offering and what level of life would that be. He said that the Applicant couldn't even show up for the meeting.

Joellen Artz spoke and stated that she has called people at Rivian, and this has nothing to do with Rivian and Rivian does not need his plans. She stated that even though the Applicants letters stated that this was for Rivian.

James Evans spoke and stated that he lives in Social Circle, and he stated that there are already 18 wheelers going and coming in the area the traffic and turns are already bad for 18 wheelers. There are sharp turns around 2 hills and they cannot stop, and it is a safety issue.

Christina Wertz spoke. She lives on Darrell Drive. The Walton County Sheriff's Office is aware of the neighborhood. She stated that if this is allowed then there is fire potential due to toxic chemicals and waste and also there could be potential for crime and increased trash all over the street. She stated that residences have families and pets, and she recommends a no vote.

Thomas Pate spoke, and he lives at Willow Springs Church Road. There is already a 4 way stop that people can't read. There has already been a death and it was his neighbor. He stated that they don't stop. He has called Walton County, and he doesn't know what they are going to do about this.

Jeff Powell who lives at Lot 66 Hancock Drive spoke and stated that there is a branch on the property and with the trucks being parked there where is the water going to run off to. He stated that years ago this property was considered in the flood zone.

Kathryn Miles who lives at 2325 Highway 278 stated that she lives there with her 4 children and these homes along Highway 278 are residential homes and if truck parking is allowed then that would affect property values.

Mr. Kemp allowed Ms. Artz to come up and she stated that she forgot to say something. She talked to a semi-truck driver about the truck parking and laydown lot. She said that if the trucks are idling then the exhaust will make the citizens ill. If parking is gravel, then the oil goes in the gravel and when it rains the oil will be going into the water. She said that the truck driver stated that the trucks would need 76 ft in front of them to back in and if another truck is sitting there then they will only have 30 ft. She stated that this cannot be used as a truck parking lot.

Ms. Ginny VanOstrom Willett who is the owner of the property came back for rebuttal and stated that she wants to withdraw the application because she didn't know about the 156 lots for parking and was unaware of the intent of the Applicant for the property.

Charna Parker, Director of Walton County, stated that since Ms. Ginny is the owner of the property that she has a right to withdraw the application.

Recommendation: Pete Myers made a motion to accept the withdrawal with a second by John Pringle. The motion carried unanimously.

Rezone Application # 223100001 Application to Amend the Official Zoning Map of Walton County, Georgia

11-2-2023
Planning Comm. Meeting Date NOV. 2ND at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)

12-5-2023
Board of Comm Meeting Date DEC 5TH at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C1580024, C1580025, C1580026
Applicant Name/Address/Phone # RICHARD WADE (WADE NATIONAL LLC) Property Owner Name/Address/Phone ALGIN PROPERTIES, VIRGINIA ~~VA~~ VAN OOSTROM

3046 W. DEER MOUNTAIN DR, RIVERTON, UT 84065 224 ALCOVY ST. MONROE, GA 30655
E-mail address: richwade21@gmail.com (If more than one owner, attach Exhibit "A")

Phone # 801.755.8080 Phone # 770.616.4460

Location: 2334 Hwy 278 of Hancock 2422+2432 Ave - SC 30025 Requested Zoning B3 Acreage 6.2 TOTAL

Existing Use of Property: RESIDENTIAL

Existing Structures: SINGLE FAMILY HOME & MOBILE HOMES

The purpose of this rezone is TRUCK PARKING LOT / LAYDOWN LOT / OUTSIDE STORAGE

Property is serviced by the following:

Public Water: X Provider: WALTON COUNTY WATER AUTHORITY Well: X
Public Sewer: _____ Provider: _____ Septic Tank: X

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

Signature [Signature] Date 9.29.23 Fee Paid \$ 550.00

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 B3-A2 South A2
East B2 West A2
Comprehensive Land Use: Employment Ctr **DRI Required?** Y _____ N ✓
Commission District: 4-Lee Bradford Watershed: ✓ TMP ✓

I hereby withdraw the above application _____ Date _____

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: WADE NATION LLC, RICH WADE

Address: 3846 W. DEER MOUNTAIN DR, RIVINGTON, VT 05405

Telephone: 801.755.8000

Location of Property: 2334 Hwy 270, 2432 HANCOCK, 2422 HANCOCK,
SOCIAL CIRCLE, GA 30025

Map/Parcel Number: C1580024, C1580025, C1580026

Current Zoning: RESIDENTIAL Requested Zoning: B3

Ginny VanOstrom for Arign Properties LLC
Property Owner Signature _____ Property Owner Signature _____

Print Name: _____ Print Name: _____

Address: 224 ALCOVY STREET Address: _____
MONROE GA 30655

Phone #: (770) 616 4460 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.

Laura Webster 9/29/23
Notary Public 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;

B3 ACROSS STREET ON HWY 278
B2 ACROSS STREET ON HANCOCK

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

PROPERTY VALUES WONT BE DIMINISHED

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

IT WOULD NOT - N/A

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

IT WOULD BENEFIT EVERYONE AROUND

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

IT IS SUITABLE & WILL FIT IN WITH THE COMMERCIAL
ZONING

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

SEPTEMBER 29th, 2023

LETTER OF INTENT

TO: WALTON COUNTY PLANNING DEPARTMENT
126 COURT ST.
MONTPE, GA

FROM: WADE NATIAL LLC
RICH WADE
3846 W. DEER MOUNTAIN DR,
RIVERTON, UT 84065
801.755.8080

MY INTENDED USE IS FOR A LAYDOWN LOT & TRUCK PARKING
LOT ON THE ENTIRETY OF THE PROPERTY. COMPANIES
WORKING WITH RIVIAN WILL NEED THIS.

BEST REGARDS,



RICHARD WADE



Planning and Development Department Case Information

Case Number: AZ23100011

Meeting Dates: Board of Commissioners: 12-05-2023

Applicant:
William Coleman
P.O. Box 1165
Monroe, Georgia 30655

Owner:
HC3 Properties LLC
P.O. Box 1165
Monroe, Georgia 30655

Current Zoning: B2

Request: Rezone Z00890 was approved on this property on November 7, 2000, with the following conditions:

1. 25 ft. undisturbed buffer on the backside of the privacy fence. (along rear property line)
2. 50 ft. planted buffer between the residence of the property of the left. (would not apply to lots 1 and 2)
3. Comply with tree ordinance, planting 15 units per acre exclusive of all planted buffers.

The Applicant is requesting that the 50' buffer be removed and remove the vegetation within 50' buffers in back for septic drain line installation.

Address: Highway 138

Map Number: C0760048E00

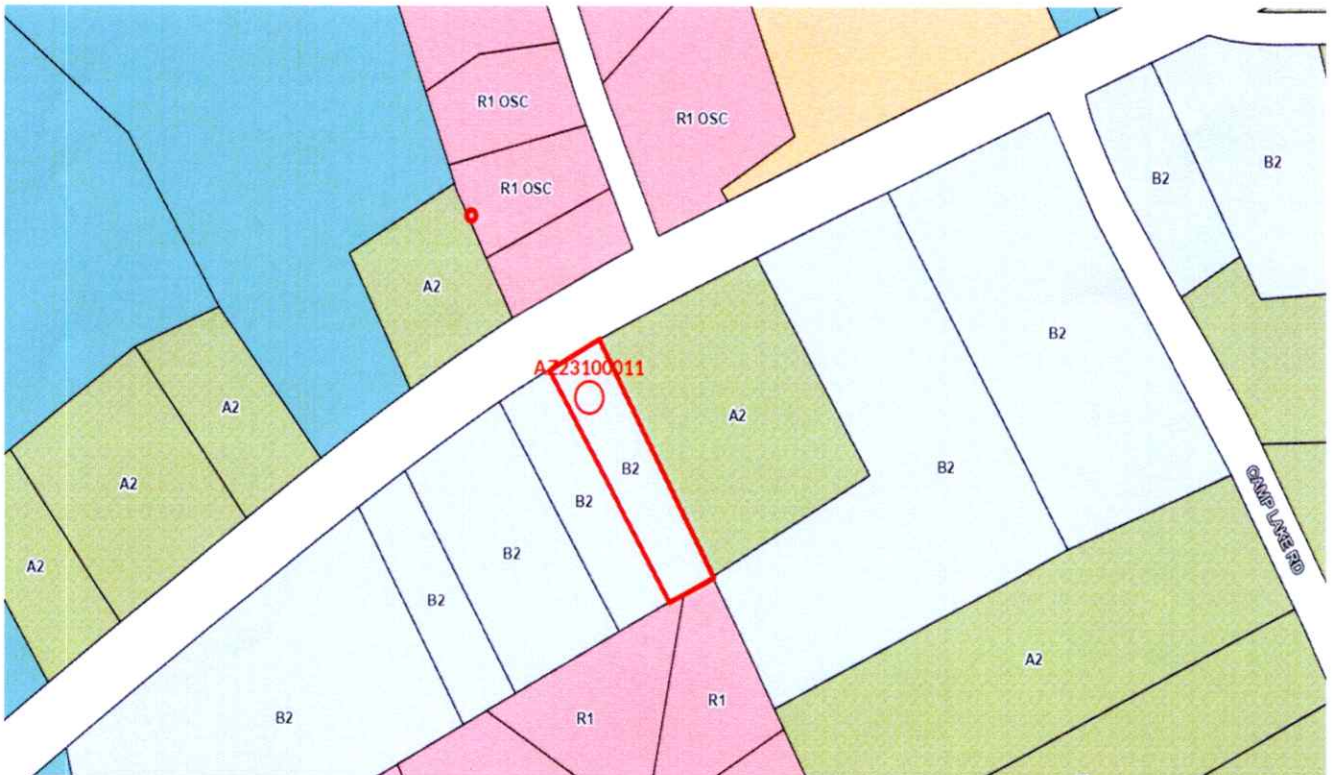
Site Area: 0.99 acres

Character Area: Neighborhood Residential

District 5: Commissioner – Jeremy Adams Planning Commission – Tim Hinton



Existing Site Conditions: Property consists of 0.99 acres.



The surrounding properties are zoned R1 OSC, R1, A2 and B2.

History:

Z99756	Rob Harrington	A-1 to B-1	C076-48	Approved Day care only
Z00890	Harrington Homes	B-1 to B-2 Office space building	C076-48 Hwy 138	Approved
AZ03100001	Harrington Homes Inc.	Alteration Zoning Conditions Z00890 4.0	C076-48A Hwy 138	Denied Civil Action #04-0267-2
AZ09110006	Brett Kellun	Remove Cond and Z99756 Variance 5.81	C076-48 Ga Hwy 138	Approved
Z18040016	David Francis	Rezone B1 to B3 Outside sale & truck Storage/major auto repair	C0760048 1806 Georgia Hwy 138	Withdrawn
Z22120002	Crossing Center Investment LLC	Warehouse & Variance to waive transitional buffer on west side	C0760048 1806 Highway 138	Withdrawn

Public Works:

Alteration To Zoning Conditions Application # AZ23100011 Application to Amend the Official Zoning Map of Walton County, Georgia

Board of Comm Meeting Date 12-5-2023 at 6:00PM held at **WC Historical Court House**
You or your agent must attend the meeting

Map/Parcel C0760048E00 (0.99 acres)
Applicant Name/Address/Phone # William Coleman
P.O. Box 1165 Monroe, GA 30655
678/300/5052
Property Owner Name/Address/Phone HC3 Properties LLC
P.O. Box 1165
Monroe, Ga. 30655

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

Phone # 678/300/5052 Phone # 678/300-5052 0.99 acres + 1.01 acres

Location: Hwy 138, Monroe, GA. Zoning B2 Acreage 2.00

Existing Use of Property: N/A

Existing Structures: N/A

List requested conditions to be removed or changed Remove previous conditions of 50' buffer. Variance to remove vegetation within 50' buffer in back in 200890 rezone for septic drain line installation.

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 _____ Date 10/19/2023 Fee Paid \$ 250.00

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 Surrounding Zoning: North R1D5C South R1
East A2 West B2
Comprehensive Land Use: Neighborhood Residential
Commission District: 5-Jeremy Adams Watershed: _____ TMP _____

I hereby withdraw the above application _____ Date _____

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 an Alteration To Zoning Application.

Name of Applicant: William Coleman
Address: P.O. Box 1165 Marietta, GA 30065
Telephone: 678/300/5052
Location of Property: HWY 138 Next to Dollar General

Map/Parcel Number: L C0760048E00

Zoning: S3 B2

Property Owner Signature
Print Name: William Coleman
Address: P.O. Box 1165
Phone #: 770 761 8377

Property Owner Signature
Print Name: _____
Address: _____
Phone #: _____

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

[Signature]
Notary Public
Date 10/19/23



The Board considered a Planning Commission recommendation to approve, with conditions, a rezone request from B-1 to B-2 for Harrington Homes, Inc. The effected property, owned by the applicant, is located on Ga. Hwy. 138 and is further identified on WC Tax Map C76, Parcel 48. The purpose of the rezone is to rezone 5.00 acres for office space/ office building for contractors.

Matt Benson, representing Harrington Homes, came before the Board in support of the rezone. Mr. Benson presented the Board an amendment to the rezone application regarding Harrington's constitutional rights. Mr. Benson stated that the purpose of the rezone request is to allow a stand alone building in which several offices would be incorporated where contractors would lease space. He stated that there would be no substantial change in the zoning in and along that area along Hwy. 138 and there will be a minimal effect on the neighbors. Mr. Benson stated that they had gained approval from the Planning Commission with the condition that a privacy fence be put along the back side of the tract. He stated that they had no problem with the condition.

Commissioner Bone asked if there is a buffer on the back of the property. Mr. Benson stated there will be a 25 ft. buffer on the back and that is where the privacy fence would go. Commissioner Roberts stated that he has a real problem with what has been done with the property. He stated that the Board rezoned the property originally for a day care center with the provision that it only be used for a day care center. He stated that they went in there and desecrated what was a pretty nice piece of property. He stated that it looks horrible. He stated that a big sign was put on the property and the place looks like a trash pile right now. Chairman Krieger exited the meeting briefly at 6:15 p.m., and returned at 6:17 p.m. Mr. Harrington stated that originally the Board approved 10 acres and now they are only asking for five. He stated that he did not disturb the trees around the house that is on their property. He added that the Code Office did not want them to disturb any more of the soil until they decided what they were going to do. There was no one present in opposition to the rezone. After further discussion, Commissioner Roberts made a motion to approve the rezone based on the restrictions of a ~~25 ft. undisturbed buffer on the back side of the privacy fence, a 50 ft. planted buffer between the residence and the property on the left, compliance with the tree ordinance, planting 15 trees per acre on the left, and a fully planted buffer~~

~~25 ft. undisturbed buffer on the back side of the privacy fence, a 50 ft. planted buffer between the residence and the property on the left, compliance with the tree ordinance, planting 15 trees per acre on the left, and a fully planted buffer~~ ~~around.~~ Commissioner Atha seconded the motion. Mike Martin stated that the tree ordinance is 15 units per acre, not 15 trees per acre, so if we are going to do it in accordance with the tree ordinance, he thinks what Commissioner Roberts was saying is that the tree ordinance will be applicable in this, as it is all commercial development, and the ~~50 ft. planted buffer is in addition to the tree ordinance requirements.~~ Commissioner Roberts stated that in ~~accordance~~ ~~with~~ ~~the~~ ~~tree~~ ~~ordinance~~ ~~requirements.~~ Commissioner Roberts stated that in ~~accordance~~ ~~with~~ ~~the~~ ~~tree~~ ~~ordinance~~ ~~requirements.~~

All voted in favor.

Nov. 7, 2000
Z 00890

to be planted
at time of
development

COURTHOUSE ANNEX I
126 COURT ST.
MONROE, GA 30655



(770) 267-1485
(770) 267-1407 FAX

WALTON COUNTY PLANNING AND DEVELOPMENT

January 17, 2003

Butler Properties, Inc.
2727 Paces Ferry Road
Suite 1-255
Atlanta GA 30339

Re: Zoning Verification
Land located on GA State Hwy 138, Tracts 1 & 2 (see attached plat)
Map C76 Parcel 48A spl

To Whom It May Concern:

This is to advise that the property, tracts 1 & 2 as shown on the attached map are a part of Z00890, an approximate 5.00 acre tract of land located on GA Hwy 138 that was rezoned to B-2 on 11-7-2000 with the following conditions:

- 1) 25 ft undisturbed buffer on the backside of the privacy fence. (along rear property line)
- 2) 50 ft planted buffer between the residence and the property on the left. (would not apply to lots 1 and 2)
- 3) Comply with tree ordinance, planting 15 units per acre exclusive of all planted buffers.

Retail Establishments and other uses are allowed as a permitted use in this zoning district as listed in Article 5, table of Permitted Uses within the Walton County Land Development Ordinance.

If you need any additional assistance, please don't hesitate to call.

Sincerely,

Charna Parker
Zoning Administrator

1 attachment

Dear Commissioners,

This letter is in regard to the two commercial lots off of Highway 138, next to Dollar General. These two lots are now being conjoined as one piece of land totaling 2 acres even. First, I am asking for the Board to remove conditions from previous rezone on November 7th, 2007 and reduce the 50' buffer to 0, with privacy fence on the left, right, and rear of the property. Second, I am asking for a variance to remove vegetation because our septic system needs to be in the rear of the property which would be inside the current 50' buffer. DOT has requested we put our driveway on the left side of the property, so our driveway is not directly next to Dollar General's entrance. As shown in our site plan the Driveway and septic system are both inside of the transitional buffer. Our request is to have the previous conditions removed and a variance to remove vegetation to allow us to construct as our site plan shows.

Regards,

William Coleman

UTILITY NOTE:
PATRICK & ASSOCIATES, INC. NOR THE LICENSED PROFESSIONAL ASSUME ANY LIABILITY FOR THE EXISTENCE, LOCATION, MATERIAL OR SIZE OF ANY UNDERGROUND UTILITY SHOWN ON THIS SURVEY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, EXACT LOCATION, MATERIAL AND SIZE OF ANY UNDERGROUND UTILITY BEFORE BIDDING OR EXCAVATING ON THIS PROJECT.

All or a portion of this survey was performed by GPS. Approximately 95% of this survey was GPS (Equipment: LEICA GS18) and 5% was robotic total station (Equipment: Trimble S6). Type of GPS was Real Time Kinematic (RTK). The field data upon which this plat is based is a positional tolerance of 0.04' based on redundant measurements and has not been adjusted. The horizontal datum for this survey was NAD83, Georgia West Zone. All distances shown on this plat are surface distances. This plat has been calculated for closure and was found to be accurate within one foot in 437,550 feet.

Note: The surveyor herein has made no investigative or independent search for encumbrances of record. Encumbrances restrictive covenants, ownership title evidence or any other facts that a current title search may disclose.

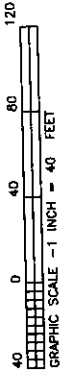
Note: This plat was prepared for the exclusive use of the person, persons or entity named herein. This plat does not extend to any person, persons or entity without the express recertification of the surveyor naming such person, persons or entity.

This property is in zone "X" a Federal Flood Area as indicated by F.I.A. Official Hazard Maps. Flood Map No. 13297C0125E, Dated: 12/06/2016.

THE PURPOSE OF THIS SURVEY IS TO COMBINE PARCELS C076004E000 AND C076004E000 INTO ONE PARCEL.

COMBINATION SURVEY FOR:
HC3 PROPERTIES LLC
LAND LOT 47 - 4TH DISTRICT
TRACTS III & IV HARRINGTON HOMES
WALTON COUNTY, GEORGIA

DATE OF FIELD WORK: 7-7-2023
DATE OF PLAT PREPARATION: 10-20-2023
EQUIPMENT USED: TRIMBLE S6

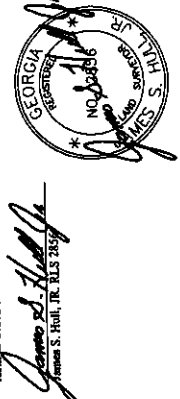


PATRICK & ASSOCIATES, INC.
SURVEYING & ENGINEERING
828 BLACKLAWN ROAD
CONYERS, GEORGIA 30094
PHONE: 770-483-9745

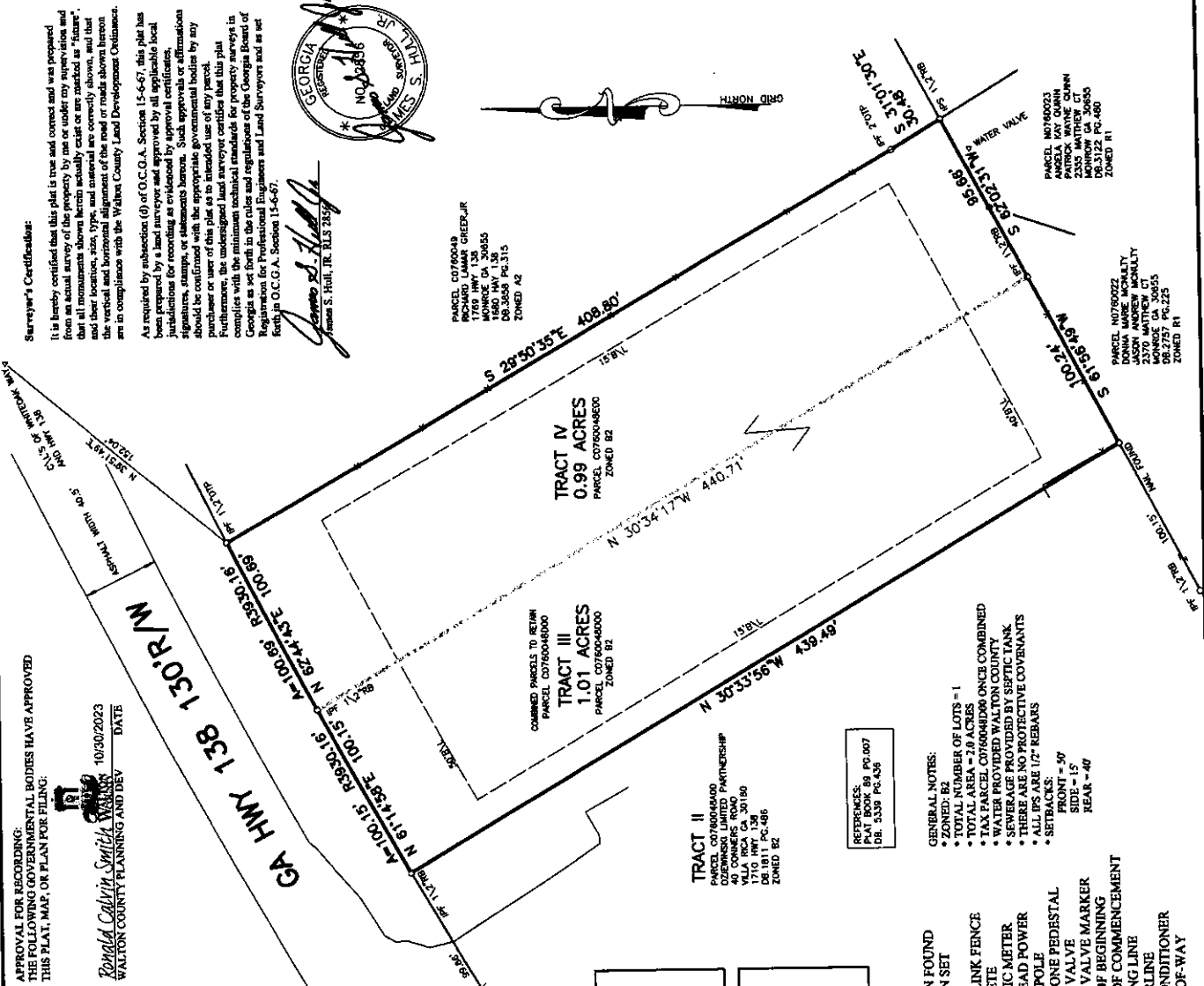
MASTER DWG 36183
JOB NO. 23-372
DWG. NO. 36361

Surveyor's Certification:
It is hereby certified that this plat is true and correct and was prepared from a true and correct survey of the property by me or under my supervision and that all measurements shown herein actually exist or are marked as "lines", and their location, size, type, and material are correctly shown, and that the vertical and horizontal alignment of the road or roads shown herein are in compliance with the Walton County Land Development Ordinance.

As required by subsection (b) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidence of approval. The signatures, stamps, or statements herein. Such approval shall not be construed as a warranty or endorsement of the surveyor's services or the accuracy of the survey. The 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.



PARCEL C076004B
RICHARD LUMAS CREEKUR
1680 HWY 138
MONROE GA 30655
DB-3608 PG-315
ZONED A2



APPROVAL FOR RECORDING:
THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS PLAT, MAP, OR PLAN FOR FILING:

Walton County Planning and Dev
10/30/2023
DATE

RECORDING INFORMATION
BOOK 68 PG 007
DB 5339 PG 436

OWNER:
PARCEL C076004E000
HC3 PROPERTIES LLC
P.O. BOX 1165
MONROE GA 30655
DB-5339 PG-436

OWNER:
PARCEL C076004E000
HC3 PROPERTIES LLC
P.O. BOX 1165
MONROE GA 30655
DB-5339 PG-436

TRACT II
PARCEL C076004A000
OZEMINSKI LIMITED PARTNERSHIP
40 CONYERS ROAD
WALTON COUNTY, GA 30150
1710 HWY 138
MONROE GA 30655
DB-1811 PG-486
ZONED B2

TRACT III
COMBINED PARCELS TO BE NEW
PARCEL C076004B000
TRACT III
1.01 ACRES
PARCEL C076004E000
ZONED B2

TRACT IV
0.99 ACRES
PARCEL C076004E000
ZONED B2

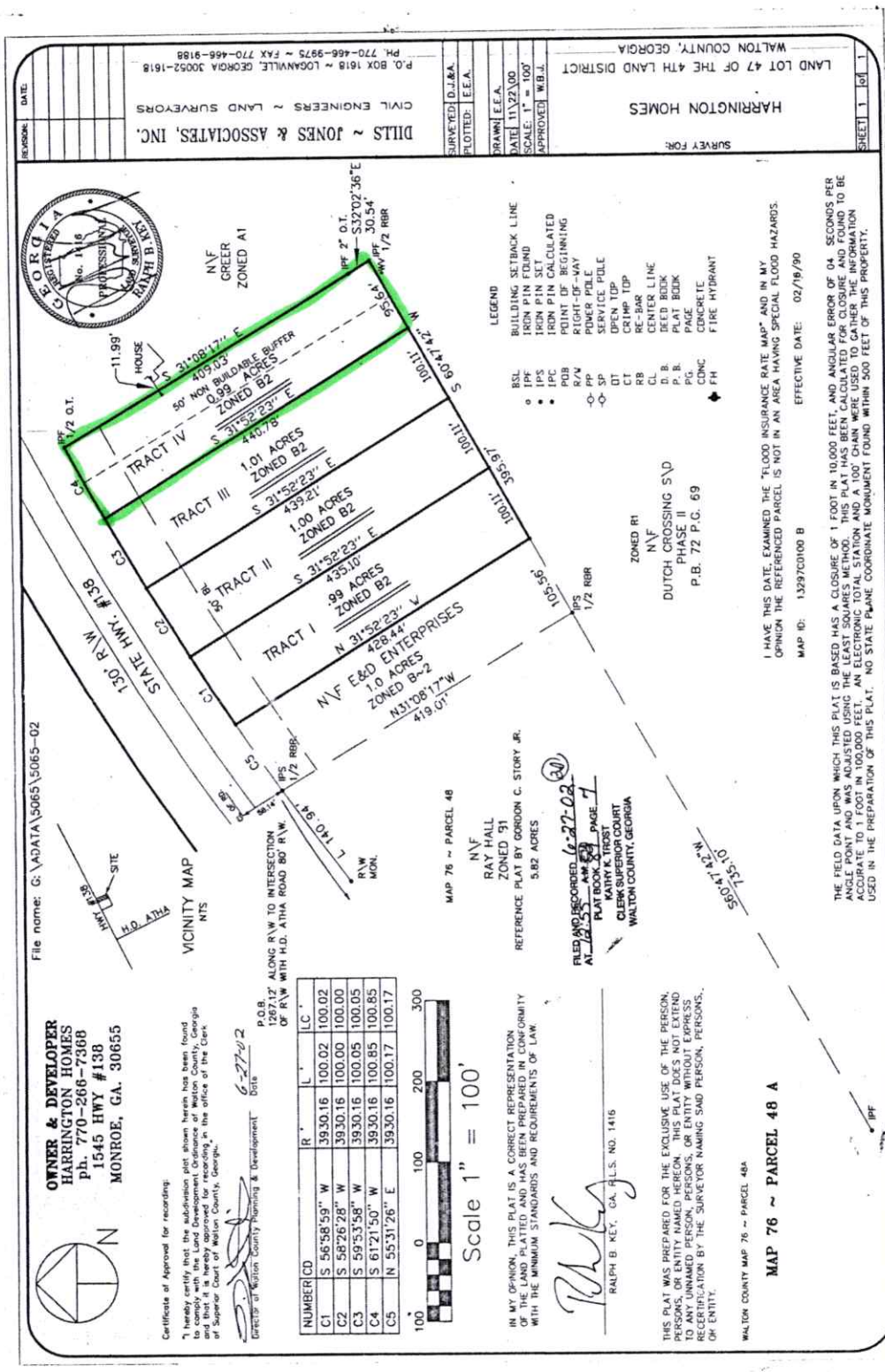
TRACT I
PARCEL C076004C000
ANGELA KAY QUINN
2335 MATTHEW CT
MONROE GA 30655
DB-3122 PG-480
ZONED R1

TRACT I
PARCEL C076002Z
DONNA MAURE INCORPORATED
2370 MATTHEW CT
MONROE GA 30655
DB-75 PG-225
ZONED R1

REFERENCES:
BOOK 68 PG 007
DB 5339 PG 436

- GENERAL NOTES:**
- * ZONED: B2
 - * TOTAL NUMBER OF LOTS = 1
 - * TOTAL AREA = 2.99 ACRES
 - * TAX PARCEL C076004B000 ONCE COMBINED
 - * WATER PROVIDED BY WALTON COUNTY
 - * THERE ARE NO PROTECTIVE COVENANTS
 - * ALL IPS ARE 1/2" REBARS
 - * SETBACKS:
FRONT = 5'
SIDE = 15'
REAR = 40'

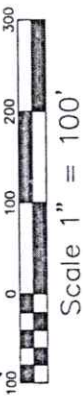
- TEXT LEGEND**
- IF IRON PIN FOUND
 - IP IRON PIN SET
 - RB REBAR
 - CLF CHAIN LINK FENCE
 - CONC CONCRETE
 - EM ELECTRIC METER
 - P OVERHEAD POWER
 - PP POWER POLE
 - TEL TELEPHONE PEDESTAL
 - WV WATER VALVE
 - WVM WATER VALVE MARKER
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - B/L BUILDING LINE
 - C/L CENTERLINE
 - AC AIR CONDITIONER
 - R/W RIGHT-OF-WAY



OWNER & DEVELOPER
HARRINGTON HOMES
 P.O. 770-266-7360
 1545 HWY #138
 MONROE, GA. 30655

Certificate of Approval for recording:
 I hereby certify that the subdivision plat shown herein has been found to comply with the Land Development Ordinance of Walton County, Georgia, and that the same is in full compliance with the rules and regulations of the Superior Court of Walton County, Georgia.
 Director of Walton County Planning & Development
 6-27-02

NUMBER/CD	R	L	L	LC
C1	S 56°58'59" W	39.30.16	100.02	100.02
C2	S 58°26'28" W	39.30.16	100.00	100.00
C3	S 59°53'58" W	39.30.16	100.05	100.05
C4	S 61°21'50" W	39.30.16	100.85	100.85
C5	N 55°31'26" E	39.30.16	100.17	100.17



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

Ralph B. Ketchum
 RALPH B. KETCHUM, CLU, FLS. NO. 1416
 CLERK SUPERIOR COURT
 WALTON COUNTY, GEORGIA

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECALLATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY.

WALTON COUNTY MAP 76 - PARCEL 48A

MAP 76 ~ PARCEL 48 A

File name: G:\ADATA\5065\5065-02



DILLS & JONES & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 P.O. BOX 1618 ~ LOSAVILLE, GEORGIA 30052-1618
 PH. 770-466-9975 ~ FAX 770-466-9188

SURVEYED BY: D.J. & A.
 PLOTTED: E.E.A.
 DRAWN: E.E.A.
 DATE: 11/22/00
 SCALE: 1" = 100'
 APPROVED: W.B.J.

HARRINGTON HOMES
 LAND LOT 47 OF THE 4TH LAND DISTRICT
 WALTON COUNTY, GEORGIA

- LEGEND
- BSL BUILDING SETBACK LINE
 - IPF IRON PIN FOUND
 - IPCS IRON PIN CALCULATED
 - R/W RIGHT-OF-WAY
 - PP PUDER POLE
 - OP OPEN POLE
 - CT CRIMP TOP
 - RE-BAR RE-BAR
 - CL CENTER LINE
 - D.B. DEED BOOK
 - P.B. PLAT BOOK
 - PG. PAGE SET
 - CONC. CONCRETE
 - CH FIRE HYDRANT

ZONED R1
 N/V
 DUTCH CROSSING S/D
 PHASE II
 P.B. 72 P.C. 69

I HAVE THIS DATE, EXAMINED THE "FLOOD INSURANCE RATE MAP" AND IN MY OPINION THE REFERENCED PARCEL IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
 MAP ID: 1329703100 B
 EFFECTIVE DATE: 02/19/90

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 10,000 FEET, AND AN ANGULAR ERROR OF 04 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED AND ADJUSTED TO BE ACCURATE TO 1 FOOT IN 100,000 FEET, AN ELECTRONIC TOTAL STATION AND AN ELECTRONIC DISTANCE MEASUREMENT FOUND WITHIN 500 FEET OF THIS PROPERTY. USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE COORDINATE MEASUREMENT FOUND WITHIN 500 FEET OF THIS PROPERTY.

November 7, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, November 7, 2023 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Planning Director Charna Parker, Facilities Director Hank Shirley, Public Works Director John Allman, County Manager John Ward 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.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:09 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 Dixon to adopt the Agenda. All voted in favor.

PROCLAMATIONS

National Adoption Month

Retired Educators Day

Poppy Day

Chairman Thompson proclaimed November as National Adoption Month, November 5th as Retired Educators Day and November 11th as Poppy Day in Walton County.

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Denial of CU23070023 - Conditional Use for church fellowship hall & AZ23080017 to change entrance to Escoe Dr. - Applicant: Southern Elite Contracting, Inc. - Owner: Knanaya Catholic Association of GA, Inc. - Property located at 6493 Escoe Dr. & Rosebud Rd. - Map/Parcel C0020007 - District 2

Chairman Thompson opened the public hearing on the matter. Members of the Knanaya Catholic Association of Georgia presented their requests. Frederick Green, a member of the community, spoke in favor stating they had been there for 10 years with no problems. William Daniel, Wayne Cannon and Jack Johnson spoke in opposition citing noise and traffic concerns. Chairman Thompson closed the public hearing.

Motion: Commissioner Banks made a motion to approve the conditional use as presented. Commissioner Shelnutt seconded the motion. Commissioner Banks stated they had been in the community a long time and that the church should have the right to worship and fellowship. No other church fellowship halls have restrictions and he would not put any on this one. Commissioners Banks, Shelnutt, Bradford, Adams and Dixon voted in favor. Commissioner Warren opposed the motion. The motion carried.

Approval of CU23080024 with conditions - Conditional Use for an event venue - Applicant: Marcklin Almonord - Owners: Marckline Almonord & Wilner Almonord - Property located at 5241 Guthrie Cemetery Rd. & Hwy. 138 - Map/Parcel C0530034 - District 3

Chairman Thompson opened the public hearing on the matter. Olivia Price spoke in favor of the conditional use. There was no opposition present. Chairman Thompson closed the public hearing.

Motion: Commissioner Shelnutt made a motion to approve per the Planning Commission recommendations but provide a turn lane at Hwy. 138. Commissioner Adams seconded the motion; voted and carried unanimously.

Approval of LU23080015 and Z23080016 - Land Use Change from Neighborhood Residential to Suburban and Rezone 2.70 acres from B2 to A1 for residential - Applicant: Zhenrong Zhang - Owners: Chungang Guo & Zhenrong Zhang - Property located on Hwy. 138 - Map/Parcel C0760018A00 - District 3

Chairman Thompson opened the public hearing on the matter. Zhenrong Zhang spoke in favor of the land use change and rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

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

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of October 3, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Declaration of Surplus
- 4. Acceptance of Bullet Proof Vest Grant – Sheriff’s Office
- 5. VOCA Grant Renewal – District Attorney’s Office - \$89,964.00
- 6. Government Window – Credit Card Services – Water Dept.
- 7. 2024 Qualifying Fees
- 8. CivicPlus Community Development Software – Planning & Development
- 9. Numi Financial Agreement – Prepaid Mastercards - Jail

Motion: Commissioner Dixon made a motion to approve the Administrative Consent Agenda. Commissioner Adams seconded the motion; voted and carried unanimously.

RESOLUTIONS

Reform and Improve Mental Health Services for the Citizens of Georgia

Co. Manager John Ward presented a request from ACCG to adopt a resolution concerning reform and improvement of mental health services in Georgia.

Motion: *Commissioner Adams made a motion to adopt the resolution, seconded by Commissioner Bradford. All voted in favor.*

Project Length Budget and FY24 Budget Amendment - Pickleball Courts

Facilities Director Hank Shirley presented a resolution to adopt a project length budget and budget amendment for design fees for Pickleball Courts.

Motion: *Commissioner Adams made a motion, seconded by Commissioner Banks to adopt the resolution. All voted in favor.*

Project Length Budget and FY24 Budget Amendment - Annex III Renovations

Facilities Director Hank Shirley presented a resolution to adopt a project length budget and budget amendment for renovating Annex III. The renovations will be to house Finance and possibly Human Resources.

Motion: *Commissioner Warren made a motion to adopt the resolution. Commissioner Banks seconded the motion; voted and carried unanimously.*

Project Length Budget and FY24 Budget Amendment - SPLOST IV Resurfacing

Public Works Director John Allman presented a resolution and budget amendment for resurfacing roads in the City of Jersey as part of SPLOST IV.

Motion: *Commissioner Bradford made a motion to approve the resolution. Commissioner Shelnett seconded the motion and all voted in favor.*

Project Length Budget and FY24 Budget Amendment - Resurfacing Subdivision Streets

Public Works Director John Allman presented a resolution and budget amendment for the resurfacing of 21 roads in subdivisions needing a final asphalt topping.

Motion: *Commissioner Adams made a motion, seconded by Commissioner Bradford to adopt the resolution. All voted in favor.*

HUMAN RESOURCES

Proposed 5% COLA

Motion: *Chairman Thompson made a motion to give a 5% across the board COLA to all county*

employees. The annual cost would be \$2,492,270.80. The raise would take effect the first full pay period in December and the cost for this budget year would be approximately 1.2 million. Commissioner Adams seconded the motion. The motion passed unanimously.

CONTRACTS

Intergovernmental Agreement - Funding and Building of a New Azalea Regional Library inside the City Limits of Loganville

Motion: Commissioner Banks made a motion to approve the Intergovernmental Agreement for funding the new library in the city limits of Loganville. Commissioner Shelnuttt seconded the motion. All voted in favor. Commissioner Warren recognized State Representative Ray Martinez for the state’s leadership in granting \$3,000,000 toward the funding.

ACCEPTANCE OF BIDS/PROPOSALS

Resurfacing of Subdivision Streets - Sunbelt Asphalt - \$753,750 (for the record)

Motion: Commissioner Warren made a motion, seconded by Commissioner Dixon to accept the bid; voted and carried unanimously.

APPOINTMENTS

Walton Co. DFACS Board

Motion: Commissioner Dixon made a motion to appoint Tracy Hanson to the Walton County DFACS Board. Commissioner Adams seconded the motion and 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. He also recognized the Finance Department for being awarded GFOA’s Certificate of Achievement for Excellence in Financial Reporting.

Naming of the Walton County Public Safety Complex

Motion: Commissioner Banks stated that Franklin Thornton had served as Sheriff from 1969 until his death in 1996 for 28 years and that Joe Chapman will have served as Sheriff for 20 years at the end of this term. Commissioner Banks then made a motion to name the Walton County Public Safety Complex the Joe Chapman, Franklin Thornton Public Safety Complex. Commissioner Shelnuttt seconded the motion. Chairman Thompson, Commissioners Banks, Shelnuttt, Warren, Adams and Bradford voted in favor. Commissioner Dixon abstained. The motion carried 6-1.

Defined Benefits

Chairman Thompson read the following statement for the record:

“In conducting a review of the Actuarial Report for the Walton County Defined Benefit Plan, I have observed that there are significant unfunded liabilities that we need to start addressing; now and in our future annual budgets. This situation resulted from a Board decision to adopt a plan change to the Defined Benefit Plan on November 6, 2018. This plan change effective 1/1/2019, resulted in a significant increase to the County’s unfunded liability as well as their annual payment. This was two years before I took office. This plan guarantees a 7% return on invested assets including unfunded liabilities. It’s now my fiscal duty to announce this to the public and how we plan to address it. Our recommended payment this year is \$3,032,789. We plan to add \$2,667,211 for an additional unfunded liability payment. The total will be \$5,700,000. Then, we will budget additional unfunded liability payments, above the recommended payments, in the future until these unfunded liability balances become manageable. I am still looking into the details of this plan change. I’m deeply concerned that the Board of Commissioners appeared not to be fully informed as to the financial impact of this action. There will be more to come.”

Commissioner Banks said he’d like to voice his opinion and stated that the Board members are part-time and depend on the Chairman, Department Heads and Co. Manager to give them information that they vote on. He said he was shocked and hurt that the Administration and Department Heads that he had confidence in, would flagrantly mislead the Board. He is embarrassed, disappointed and mad and everybody on the Board should be. He would like for the County Manager to start an investigation into this tomorrow and if there is criminal intent, let them serve time. Commissioner Adams said he agreed with Commissioner Banks’ statement. Commissioner Warren said he would never have supported this had he known it was going to put the County in this financial situation. Commissioner Banks said ACCG, which was supposed to be representing us had two representatives on the front row when this was presented. He further stated that Commissioner Dixon had asked how much it was going to cost and they said 200,000-400,000 and now it is way over that amount and ACCG sat there and kept their mouth shut. Chairman Thompson asked Commissioner Banks if he was making a motion. Commissioner Banks made a motion to direct Co. Manager John Ward to involve whatever authorities he needs to investigate. Commissioner Adams seconded the motion. The Chairman and all Commissioners voted in favor.

ANNOUNCEMENTS

Chairman Thompson announced that the old bank building would be auctioned on the front steps of the Historic Courthouse at 11:00 a.m. on November 15th.

EXECUTIVE SESSION

***Motion:** At 7:36 p.m., Commissioner Dixon made a motion, seconded by Commissioner Shelnett to enter into Executive Session to discuss real estate matters. All voted in favor.*

***Motion:** At 7:54 p.m. Commissioner Dixon made a motion, seconded by Commissioner Adams to return to regular session. All voted in favor.*

Chairman Thompson stated that he was going to make a motion to replace a motion from a previous meeting.

***Motion:** Chairman Thompson made a motion to acquire in lieu of condemnation, the Atlantic Coast Conservancy’s Conservation Easement in the remaining 112.3+ acres previously owned by Jack’s Creek Reserve, LLC which is adjacent to the new Public Safety Complex for road right of way and future government buildings and purposes based upon an appraised value of \$1,575,000, which is \$14,025 per acre. Commissioner Shelnett seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnett, Bradford and Adams voting in favor with Commissioner Dixon abstaining. The motion carried.*

ADJOURNMENT

***Motion:** Commissioner Bradford made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:57 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 5, 2023

Item 6.2.

Department	Fund	Description	Payee	Amount
------------	------	-------------	-------	--------

Budget Year FY 24

	100	Premium for December 2023 - For the Record	One America	\$ 35,210.75
	Various	Walton County Defined Benefit Plan Contribution for FY23- For the Record	ACCG Pension Trust	\$ 5,700,000.00
	Various	Replenish Funds in Health Benefits Trust- For the Record	Walton Co. Health Benefits Trust	\$ 500,000.00
Law				
	1530 100	General Legal Fees and Additional Expenses - October 2023- For the Record	Atkinson/Ferguson	\$ 25,060.92
Clerk of Superior Court				
	2180 100	Jury Fees	Clerk, Walton Superior Court	\$ 25,000.00
Jail				
	3325 100	Medical For Inmates - January 2024	Correct Health	\$ 179,741.16
	3325 100	Housed Out Inmates-October 2023	Barrow County BOC	\$ 49,995.00
	3325 100	Housed Out Inmates-October 2023	Washington BOC	\$ 37,785.00
	3325 100	Inmate Meals-October 2023	Kimble's Food By Design,INC.	\$ 72,204.66
	3325 100	Specialized Care for Inmates	Correct Health	\$ 111,549.37
Water				
	4446 507	Water and Testing -October 2023 - For the Record	Cornish Creek Water Fund	\$ 196,642.00

Department	Fund	Description	Payee	Amount
------------	------	-------------	-------	--------

Recyclables Operations

4550	540	Clark S25, 5000LB Pneumatic, LP/Dual Fuel/Diesel Fork Lift	Material Handling Inc	\$ 36,081.09
------	-----	--	-----------------------	--------------

Parks & Recreation

6220	100	2023 Ford T250 XL Van	Akins Ford Corporation	\$ 48,160.00
------	-----	-----------------------	------------------------	--------------

Public Safety Complex

3325.22	315	Construction Management Services-For the Record	Comprehensive Program Services	\$ 45,000.00
3325.22	315	Engineering Services-For the Record	McCarthy Barnsley, A Joint Venture	\$ 1,164,272.45
3325.22	315	Engineering Services-For the Record	NOVA Engineering & Environmental LLC	\$ 23,094.00
3325.22	315	Engineering Services-For the Record	Precision Planning Inc.	\$ 117,732.52
3325.22	315	Engineering Services-For the Record	Precision Planning Inc.	\$ 80,854.85
3325.22	315	Special Inspections & Materials Testing	NOVA Engineering & Environmental LLC	\$ 573,440.00

HLC Water Treatment Facility

4430	504	Professional Services - For the Record	Regions Bank	\$ 2,330.00
	504	Environmental Services - For the Record	Nelson Environmental Inc	\$ 4,777.50
	504	Environmental Services - For the Record	Nelson Environmental Inc	\$ 4,237.50
	504	Professional Engineering Services - For the Record	Jacobs Engineering	\$ 4,170.16
	504	Public Notice 11/05 & 11/08-For the Record	Walton Tribune	\$ 45.00

Hard Labor Creek

	508	Professional Services -For the Record	Atkinson/Ferguson	\$ 227.50
--	-----	---------------------------------------	-------------------	-----------

\$9,037,611.43

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **December 5th, 2023**

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:

Summary of Actions Taken at August 1, 2023 and October 19, 2023
Meeting of the Walton County Water and Sewerage Authority

- Consider Adoption of Meeting Agenda – **APPROVED**
- WCWSA Review/Approval of June 27, 2023 Meeting Minutes – **APPROVED**
- WCWSA Review/Approval of August 1, 2023 Meeting Minutes – **APPROVED**
- Approval of Bond Resolution for the issuance of the Walton County Water and Sewerage Authority Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2023 and other related items. – **APPROVED**
- Approval of Third Modification of Promissory Note and Loan Agreement for GEFA Loans WS12L20WR and WS12L21WR – **APPROVED**
- Water Treatment and Transmission System Facilities: Consider approval of proposal from R.S. Webb & Associates for the completion of an Archeological and Historic Resources Survey of the Water Treatment Facility site at a cost not to exceed \$16,506.00. – **APPROVED**
- Water Treatment and Transmission System Facilities: Consider approval of Walton EMC Letter of Agreement for Electrical Service to the Water Treatment Facility. – **APPROVED**
- Authorize PPI to issue a Request for Qualifications for Water Treatment Facility Operations and Pre-Construction Services. – **APPROVED**
- Consider Executive Committee Recommendation to revise design capacity to 12 MGD due to budgetary concerns. – **APPROVED**

Dam and Reservoir Management:

- Consider approval of proposal from Nelson Environmental for the required 2024 HLC Annual Downstream Geomorphology and Habitat Survey of Hard Labor Creek in an amount not to exceed \$34,470.43. – **APPROVED**

Walton County Board of Commissioners

2024 Meeting Calendar

MEETING DATE

AGENDA DEADLINE (12:00 p.m.)

Wednesday, January 10
Wednesday, February 7
Tuesday, March 5
Tuesday, April 2
Tuesday, May 7
Tuesday, June 4
Tuesday, July 9
Tuesday, August 6
Tuesday, September 10
Tuesday, October 1
Tuesday, November 5
Tuesday, December 3

Wednesday, January 3
Wednesday, January 31
Tuesday, February 27
Tuesday, March 26
Tuesday, April 30
Tuesday, May 28
Tuesday, July 2
Tuesday, July 30
Tuesday, September 3
Tuesday, September 24
Tuesday, October 29
Thursday, November 21

**Walton County, Georgia
Proposed Budget Calendar
Fiscal Year 2025**

Date	Day	Time	Place	Activity
12/5/2023	Tuesday	6:00	Historic Courthouse	Adoption of Budget Calendar by the BOC
1/5/2024	Friday	Noon	N/A	Budget Packets to Departments
1/5/2024	Friday	Noon	N/A	Budget Packets sent to Agencies
2/5/2024	Monday	Noon	N/A	Budget Requests due to Finance, HR, IT and Facilities
3/11/2024	Monday	9:00-4:00	Judicial Building	Department Budget Presentations
3/12/2024	Tuesday	9:00-11:00	Judicial Building	Department Budget Presentations (if needed)
3/19/2024	Tuesday	TBA	TBA	Budget Work Session (if needed)
3/26/2024	Tuesday	TBA	TBA	Budget Work Session (if needed)
4/2/2024	Tuesday	TBA	TBA	Budget Work Session (if needed)
4/23/2024	Tuesday	Noon	N/A	Proposed Budget and Budget Highlights to County Clerk for agenda
4/28/2024	N/A	N/A	N/A	Advertisement notice of budget access to public, 1st notice of public hearing and adoption in Walton Tribune
5/7/2024	Tuesday	4:30	Historic Courthouse	Copies of Summary Budgets Available in County Clerks office Historic Courthouse
5/7/2024	Tuesday	6:00	Historic Courthouse	Chairman Presents Proposed Budget to BOC at Regular Meeting
5/12/2024	N/A	N/A	N/A	Advertisement 2nd notice of public hearing and adoption in Walton Tribune
5/21/2024	Tuesday	5:00	Historic Courthouse	Public Hearing on Budget
6/4/2024	Tuesday	6:00	Historic Courthouse	Adoption of FY 2025 Budget by BOC at Regular Meeting

Walton County Department Agenda Request

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

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **12/05/23**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Accept Forfieted Vehicle**

Wording For Agenda: **Acceptance of Forieted Vehicle**

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 Court order**

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

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

Date forwarded to County Attorney:

Has the County Attorney review been completed?

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

FILED IN OFFICE
CLERK OF SUPERIOR COURT
WALTON COUNTY, GEORGIA
SUCV2023001314
LAYLA H. ZON
OCT 23, 2023 11:24 AM

IN THE SUPERIOR COURT OF WALTON COUNTY
STATE OF GEORGIA

Karen P David
Karen P David, Clerk
Walton County, Georgia

STATE OF GEORGIA, *ex rel*,
Randy McGinley, District Attorney
Plaintiff,

-vs-

ONE (1) 2013 BMW X5,
VIN:5UXZV4C54DL994078,
Defendant(s) in rem, and

OWNER & INTEREST HOLDER:
RANDALL LEWIS SCHOFIELD,
Claimant.

CIVIL ACTION No. *23-1314-3*

CERTIFIED COPY
This *21th* day of *October*, 20*23*
Heather Park
DEPUTY CLERK WALTON SUPERIOR COURT

ORDER OF DISTRIBUTION

Under the application of the Randy McGinley, District Attorney for the Alcovy Judicial Circuit, or his lawfully appointed assistant, for an Order of Distribution of the forfeited property pursuant to the provisions of O.C.G.A. § 9-16-19, the Court orders as follows:

1.

That the defendant property seized in Walton County, Georgia, on July 5, 2023, having been forfeited by operation of law pursuant to O.C.G.A. § 9-16-11(c)(4) to the State of Georgia. The ONE (1) 2013 BMW X5, VIN:5UXZV4C54DL994078, shall either be sold by any commercially feasible means or kept by the Walton County Sheriff's Office (hereinafter 'WCSO') as an in-kind distribution and used for official law enforcement purposes. The WCSO previously assessed the fair market value of the aforementioned property as \$5,110.00 and in accordance with O.C.G.A. § 9-16-19(f)(2), the fair market value of \$5,110.00 shall hereinafter be referred to as "the pool" for distribution.

2.

That the pool shall be distributed in the following manner in accordance with O.C.G.A. § 9-16-19(f):

- a. Eighty Dollars (\$80.00) for court costs due to the Clerk of Superior Court of Walton County shall be paid by the WCSO pursuant to O.C.G.A. § 9-16-19(f)(3)(A);
- b. From the balance remaining in the pool, ten percent (10%) thereof shall be paid to the Walton County District Attorney ('WCDA') by the WCSO to be used for official

11-23 Debit "WCSO for F. State"

\$ 511.00

<i>ck#</i>	<i>\$ 511.00</i>	<i>10% on value</i>
<i>ck#</i>	<i>\$ 80.00</i>	<i>court cost</i>

prosecutorial purposes pursuant to O.C.G.A. § 9-16-19(f)(3)(B);

- c. The balance of the pool shall be distributed to the WCSO be used for official law enforcement purposes pursuant to the provisions of O.C.G.A. § 9-16-19(f)(3)(C).

SO ORDERED this 20 day of October, 2023.

[Handwritten Signature]

Judge, Superior Courts
Alcovy Judicial Circuit

Order Prepared by:

/s/ Jacqueline P. Fletcher
Jacqueline P. Fletcher
Georgia Bar No. 336680
Senior Assistant District Attorney
Alcovy Judicial Circuit



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, home visits, telephone contacts, 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, 2024, and shall continue in full force and effect until December 31, 2024. 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)	\$42.00	\$0.00
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00
Intensive Supervision Fee	Monthly	\$45.00	\$0.00
Pre-Trial Diversion Supervision	Monthly	\$42.00	\$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 (6-panel) On-Site	Per Test	\$25.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
ETG Testing	Per Test	\$50.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00
Electronic Monitoring (mobile) Alcohol only	Per Day	\$10.00	\$0.00
One-time hook-up fee for all EM	One time	\$50.00 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.



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, home visits, telephone contacts, 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, 2024, and shall continue in full force and effect until December 31, 2024. 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)	\$42.00	\$0.00
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00
Intensive Supervision Fee	Monthly	\$45.00	\$0.00
Pre-Trial Diversion Supervision	Monthly	\$42.00	\$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 (6-panel) On-Site	Per Test	\$25.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
ETG Testing	Per Test	\$50.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00
Electronic Monitoring (mobile) Alcohol only	Per Day	\$10.00	\$0.00
One-time hook-up fee for all EM	One time	\$50.00 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)
07/10/2023

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 E-MAIL ADDRESS: pmoon@twgins.net FAX (A/C, No): (855) 906-2012															
INSURED Southeast Corrections, LLC 1960 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: Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER B: Selective Insurance Co. of South Carolina</td> <td>19259</td> </tr> <tr> <td>INSURER C: Employers Preferred Insurance Company</td> <td>10346</td> </tr> <tr> <td>INSURER D: Underwriters at Lloyds, London</td> <td>44776</td> </tr> <tr> <td>INSURER E: StarStone Specialty Insurance Co</td> <td>31194</td> </tr> <tr> <td>INSURER F: Travelers Casualty & Surety Company of America</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Kinsale Insurance Company	38920	INSURER B: Selective Insurance Co. of South Carolina	19259	INSURER C: Employers Preferred Insurance Company	10346	INSURER D: Underwriters at Lloyds, London	44776	INSURER E: StarStone Specialty Insurance Co	31194	INSURER F: Travelers Casualty & Surety Company of America	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Kinsale Insurance Company	38920																
INSURER B: Selective Insurance Co. of South Carolina	19259																
INSURER C: Employers Preferred Insurance Company	10346																
INSURER D: Underwriters at Lloyds, London	44776																
INSURER E: StarStone Specialty Insurance Co	31194																
INSURER F: Travelers Casualty & Surety Company of America																	

COVERAGES CERTIFICATE NUMBER: CL2371004783 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:			0100247100-0	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$												
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2402665	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			0100247201-0	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$												
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG529308600	07/01/2023	07/01/2024	<table border="1"> <thead> <tr> <th></th> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> </tr> </tbody> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT			E.L. DISEASE - EA EMPLOYEE			E.L. DISEASE - POLICY LIMIT		
	PER STATUTE	OTH-ER																	
E.L. EACH ACCIDENT																			
E.L. DISEASE - EA EMPLOYEE																			
E.L. DISEASE - POLICY LIMIT																			
D	Professional Liability - Claims Made Retroactive Date: 9/1/05			SCP2022015963	07/01/2023	07/01/2024	Each Claim \$1,000,000 Aggregate \$1,000,000												

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

Court Services, Records and Consulting Office

*Blanket Additional Insured status is provided for those entities requiring it by written contract with the named insured on a primary and non-contributory basis.
 *Personal and Advertising Injury Coverage is included in Professional Liability Coverage.
 *Umbrella/Excess Liability is "following form" policy.

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 
--	--

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2024 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 6, 2023, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81-3, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2024 budget to make changes to the Fiscal Year 2024 budget as presented in the attached summary schedule.

Adopted this 5th day of December 2023

Chairman, David G. Thompson

Attest:

County Clerk, Rhonda R. Hawk

**AMENDMENT SUMMARY
December 2023 Agenda**

1. **SPLOST IV 4220.19 Public Works**: FY 2024 Proposed amendment to increase budgeted expenditures (52.3850) by \$159,000. This relates to the Resurfacing Project Length Budget approved at the September Board meeting. The amendment would result in a decrease in overall fund balance.
2. **SPLOST IV 4220.19 Public Works** : FY 2024 Proposed amendment to increase budgeted expenditures (52.3850) by \$47,103. This relates to the Pavement Sealant Project Length Budget approved at the October Board meeting. The amendment would result in a decrease in overall fund balance.
3. **SPLOST IV 6220.19 Parks and Rec**: FY 2024 Proposed amendment to increase budgeted expenditures (52.3850) by \$10,000. This relates to the Between Pickleball Project Length Budget approved at the November Board meeting. The amendment would result in a decrease in overall fund balance.
4. **SPLOST IV 4220.19 Public Works**: FY 2024 Proposed amendment to increase budgeted expenditures (52.3850) by \$771,103. This relates to the Resurfacing Subdivision Streets Project Length Budget approved at the November Board meeting. The amendment would result in a decrease in overall fund balance.
5. **SPLOST IV 4220.19 Public Works**: FY 2024 Proposed amendment to increase budgeted expenditures (52.3850) by \$55,878. This relates to the Resurfacing City of Jersey Project Length Budget approved at the November Board meeting. The amendment would result in a decrease in overall fund balance.
6. **Government Buildings 1565 Facilities**: FY 2024 Proposed amendment to increase budgeted expenditures (54.1300 Buildings) by \$864,750. This relates to the Annex III Renovations Project Length Budget approved at the November Board meeting. The amendment would result in a decrease in overall fund balance.
7. **Public Works 4220**: FY 2024 Proposed budget transfer/amendment to decrease budgeted expenditures for Vehicles (54.2200) by \$34,800 and transfer that amount to Equipment (54.2500). This would cover a price increase on a needed Asphalt Distributor. The budget transfer would produce neither an increase or decrease in total fund balance.
8. **Public Defender 2800**: FY 2024 Proposed budget transfer/amendment to a) move money from a vacant assistant public defender position to cover a step increase for two employees ..plus move the remainder to contract labor in order to address an anticipated need to hire private attorneys for temporary assistance.. and b) to reinstate an assistant public defender position previously unfunded. The budget transfer would produce neither an increase or decrease in total fund balance.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE 2024 LMIG and SPLOST RESURFACING PROJECTS, AND TO AMEND THE FISCAL YEAR 2024 BUDGET

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

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

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2024 on June 6, 2023; and

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

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2024.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budget for the 2024 LMIG and SPLOST Resurfacing Projects which is attached hereto as a schedule and incorporated herein by reference, is adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2024 be amended to incorporate fiscal year 2024 for the 2024 LMIG and SPLOST Resurfacing Projects.

SO RESOLVED THIS 5th DAY OF December 2023:

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

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

WALTON COUNTY PUBLIC WORKS RESURFACING PROJECT LENGTH BUDGET

DATE: 11/6/2023

PROJECT: 2024 LMIG & SPLOST RESURFACING PROJECTS

SPLOST IV Resurfacing projects to include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping. LMIG required 30% match to be paid from SPLOST IV funds.

Description	Unit Measure	Totals
Camp Lane	0.40 miles	\$ 60,000
Ho Hum Hollow	0.50 miles	\$ 75,000
Mitchell Road	1.10 miles	\$165,000
Mt. Vernon Road	2.00 miles	\$300,000
Nunnally Farm Road	1.10 miles	\$165,000
Pleasant Valley Road	2.40 miles	\$360,000
Powers Road	0.80 miles	\$120,000
Roscoe Davis Road	3.20 miles	\$480,000
Sunny Hill Drive	0.70 miles	\$105,000

Total Cost of Projects: \$1,830,000

Modifications

Total Modification Cost: _____

Renovations

Total Renovations Costs: _____

Site Development/Improvements Costs

Description	Unit Meas.	Unit Cost	Totals
-------------	------------	-----------	--------

Total Site Dev. Costs: _____

Project Contingency

Total Project Contingency Costs: _____

TOTAL PROJECT BUDGET \$1,830,000



DATE: November 6, 2023

TO: Walton County Board of Commissioners
David Thompson, Chairman

FROM: Tommy Knight, Chief Appraiser
Walton County Board of Assessors

RE: Reappointment of BOA Member, Rickey Dillard

Rickey Dillard has served on the Board of Assessors for more than 20 years. He also served as the Chief Appraiser for Walton County from 1991 until his retirement in 2010.

His current term as a Board of Assessor member is set to expire on December 31, 2023. I recommend the BOC re-appoint Mr. Dillard to a new Six-Year term of January 1, 2024 – December 31, 2029.

His knowledge and experience continues to be a valuable asset to this office.



WALTON COUNTY HEALTH DEPARTMENT

1404 South Madison Avenue Monroe, GA 30655
(706)389-6847

November 28, 2023

Walton County Board of Commissioners
Suite 330
303 South Hammond Drive
Monroe, Georgia 30655

Dear Walton County Board of Commissioners,

As set out in Georgia's public health statute, the Walton County Board of Commissioners appoints the following positions to the Walton County Board of Health:

1. A Physician in the county; if none available, or willing, a dentist or nurse in the county.
2. A Public Health Consumer representing the needy or elderly in the county.
3. A Consumer or Advocate representing mental health/mental retardation/substance abuse.

Dr. Joe Gaskins is serving presently as the physician.

Ms. Mary Britton is serving presently as the consumer representing the needy or elderly.

Ms. Nancy Burgess is serving presently as the consumer or advocate representing mental health/mental retardation/substance abuse.

The terms for these three Board of Health members end December 31, 2023. All three of these individuals have been enthusiastic Board participants and have made valuable contributions to the work of the Board. They are all willing to continue their service. We respectfully request that the Commission consider reappointing them to the Walton County Board of Health for terms running January 1, 2024 through December 31, 2029.

Thank you for your consideration.

Sincerely,

DocuSigned by:
A handwritten signature in black ink, appearing to read 'D. Stephen Goggans', enclosed in a rectangular box.

07758AF92B4043D...

D. Stephen Goggans, MD, MPH, FACP
District Health Director
Northeast Health District