



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, December 06, 2022 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. FINANCE

4.1. Request for Joint Funding - Gang/Violent Crime Prosecutor

5. PLANNING COMMISSION RECOMMENDATIONS

5.1. Approval with conditions - Z22090001 - Rezone 92.012 acres from A1 to R1OSC -
Applicant/Owner: Reliant Homes GA LLC - Property located at Broadnax Mill Rd./Marce
Camp Rd. - Map/Parcel C0480050 & 0053–District 1 (tabled on 11/1/2022)

Recommended Conditions: 1) Developer to add a restriction into the Covenants that no more than 20% of the homes in the subdivision be rented at any one time, 2) landscape buffers to be added to the public right of way where there are no existing trees, 3) upon final determination of subdivision entrance, address possibility of additional screening, turn lane, etc.

Revised by Developer: landscape buffer to be outside of the right of way, revised site plan has entrance located across from the church

5.2. Approval of Z22100002 - 3.79 acres from A1 to R1 to create a 1.2 acre buildable lot -
Applicant/Owner: Mary Alexander - Property located at 2057 Bomac Ct. - Map/Parcel
C0510123 - District 2

6. PLANNING & DEVELOPMENT

6.1. Annexations - City of Loganville

1) Applicant Split Silk Properties, LLC 5.84 acres located at 4900 Hwy. 78, Loganville, 2) Applicant Mark Myers, 2.5+/- acres located at 4706 Hwy. 81, Loganville, 3) Applicant Mark Myers, 10.0+/- acres located at 4746 Hwy. 81, Loganville

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

7.1. Approval of November 1, 2022 and November 8, 2022 Meeting Minutes

7.2. Contracts & Budgeted Purchases of \$5000 or Greater

7.3. Declaration of Surplus Property

7.4. Acceptance of Funding - VOCA Grants

7.5. Proposed FY24 Budget Calendar

7.6. Acceptance of Donation - Barrelle Roofing - Community Night Out

7.7. Agreement - Southeast Corrections, LLC - Magistrate Court

7.8. Agreement - Southeast Corrections, LLC - Probate Court

7.9. Acceptance of Right of Way - Bearden Road and Frank Camp Road

8. HUMAN RESOURCES

8.1. Recommendation from Condrey & Associates

9. DISCUSSION

9.1. County Manager's Report/Update

9.2. Changing Enabling Legislation:

1) Changes to Part-time Chairman - Salary - Vehicle

2) Change Authority to Purchase/Contract to \$25,000 (currently \$5000)

9.3. Walton Co. Ethics Policy and Code of Conduct

9.4. Possible acceptance of LOST Agreement and Resolution

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 - Next Meeting - January 10, 2023

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 4:00 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.

RANDY MCGINLEY
DISTRICT ATTORNEY

CLIFF HOWARD
 CHIEF ASSISTANT DISTRICT ATTORNEY
 WALTON COUNTY

AMBER DALLY
 CHIEF ASSISTANT DISTRICT ATTORNEY
 NEWTON COUNTY



OFFICE OF THE DISTRICT ATTORNEY
ALCOVY JUDICIAL CIRCUIT

October 3, 2022

Re: Joint Funding for Gang/Violent Crime Prosecutor

To: Newton and Walton County Commission Chairmen
 Newton and Walton County Commissioners
 Newton and Walton County Managers
 City of Covington and Monroe Mayors
 City of Covington and Monroe Council Members
 City of Covington and Monroe Managers

At some point over the last year or so, every member of local government has been concerned with violent crime. Some of you have addressed this at your Commission or Council Meetings. I have spoken about the rise in violent crime with some of you as well. Our communities do not have the same level of violent crime that Atlanta has nor the level of gang activity. However, we are not strangers to either of those things.

I am asking that our communities jointly address this. Many of you may not know that the law enforcement agencies within the Alcovy Judicial Circuit (Newton and Walton) have been taking strides address gang and gun violence together. This includes recently obtaining almost \$100,000 in grant funding through GEMA to obtain software for ALL law enforcement agencies within the Circuit for the purpose of investigating and prosecuting gangs, gang members, and other organized crime. This software is used by local and state agencies across Georgia. To fully utilize this software and the joint efforts of law enforcement and the DA's office, it is important to have a one prosecutor who specializes in handling these cases and prosecutes cases in both counties.

Below, I lay out my proposal for Newton County, Walton County, the City of Covington, and the City of Monroe to jointly fund an additional prosecutor and what that prosecutor will need. But first, some reasons for this need. Sharing the costs is one benefit, but the main benefit is a prosecutor who is not bogged down by an additional large caseload. Courtroom prosecutors in my office have between 150 and 320 active cases at any given moment. Most are in the range of 150-200; however, there are still 2 courtrooms in Walton with only 1 prosecutor. Prosecutors not assigned a courtroom, which are 4 of my

Newton County District Attorney's Office
 1132 Usher Street
 Room 313
 Covington, GA 30014
 Phone: 770-784-2070
 Fax: 770-784-2069

Walton County District Attorney's Office
 303 South Hammond Drive
 Suite 334
 Monroe, GA 30655
 Phone: 770-267-1355
 Fax: 770-267-1364

more senior prosecutors, have a caseload between 50 and 80 cases. They typically handle the more serious violent and sex crimes, but also are responsible for training and supervising less experienced prosecutors as well as other duties.

These are only CASES, not defendants. One case typically has a single defendant, but we often have codefendant in violent crimes. As an example, in Walton County, we currently have a 9 codefendant case involving 85 total charges. We are assisting another county and the GBI in a larger gang investigation involving many of these defendants. A case like this can slow a prosecutor's ability to handle the 100s of other cases they must handle at the same time.

Regarding gangs, in August, 10 individuals who have been validated as gang members while in prison were paroled to Newton County and 6 were paroled to Walton County. This includes individuals who have committed violent crimes and/or have shown over and over again that they will stop committing crimes while on probation or parole. Robbery, False Imprisonment, Armed Robbery, Selling and Trafficking Methamphetamine, Residential Burglary, and Firearm Offenses are just some of the crimes that sent these individuals to prison. Going back the rest of his year, there are typically between 7 and 10 validated gang members paroled to addressing in Newton or Walton.

Some violent crime in each county is gang activity. Some of it is also groups of individuals who are not exactly organized into a gang, but are violent enough nonetheless. In Newton, just last week, we had an individual enter a guilty plea to violating the Street Gang Terrorism and Prevention Act (the Gang Act). He still has pending charges in a large scale RICO Indictment from Fulton County. This is the same case that has had a lot of media attention because it involves a well-known rapper, Yung Thug, and his alleged involvement in the YSL street gang, which is a hybrid Blood subset gang.

In Walton, the pending Death Penalty case is a double murder with numerous charges of gang activity. Additionally, there are currently members of a gang from Monroe that are wanted for a murder that occurred in DeKalb County.

Violent crime, including the number of shootings, has risen over the last 2 years. I have pointed this out with prior numbers to many of you. Even with the increase in violent crime cases in my office, my office's statistics do not yet account for the large number of outstanding warrants. Newton County alone had 2985 outstanding warrants as of late August; approximately 2000 of those are from 2019 through the present.

I am asking that the cities of Monroe and Covington each contribute 25% of the costs I outline below. This proposal is not unique in Georgia. The DA in the Coweta Judicial Circuit (Carroll, Coweta, Heard, Meriwether, and Troup counties) received funding from 3 of the cities as well as counties for a gang prosecutor.

The Proposal:

I intend on shifting one of my State paid ADAs to be a gang/gun crime prosecutor. This ADA will handle gang and violent gun crimes in both counties and will work closely with law enforcement in both counties. Due to the nature of the position, this individual will require a vehicle.

Because this ADA is currently in a courtroom in Newton County, I will need to replace that ADA with a new position. Therefore, I am requesting funding for a new ADA position in Newton County, under their Grade 24, Step 3 as the initial max salary. This option will be significantly cheaper than funding the gang/gun prosecutor directly because the necessary experience and skills required for that job will require a significantly high salary than someone placed at Step 3 or below.

Numbers:

Grade 24, Step 3 with Newton County has a salary of \$64,827 annually. Per the Newton County Finance Department, the overall cost to the county for someone in that position after all employment costs (insurance, etc) would be \$91,604 per year. I would aim to move the State ADA into this role November 1st and then be able to advertise to fill her position with the newly funded ADA. Because that newly funded position would be in Newton, that person would be a Newton employee, with the other entities paying Newton County their 25% of the cost.

I believe Newton, Walton, and Covington are on July 1 – June 30 fiscal years, so I will base this proposal on that.

Current year:

Vehicle Cost: \$50,000

Equipment/Supplies/Training: \$8,000

Employee Cost: November, 2022 through June, 2023 (8 months): \$61,069.33 ($\$91,604 \times 8/12$)

Total for FY23: 119,069.33

Proposal of \$120,000

Per County/City: \$30,000

Future years:

Training/Supplies: \$6000

Employee Cost: \$91,604

Total: \$97,604;

Per County/City: \$24,401; or \$25,000 per entity

****This position should still receive any approved step increases, COLAs, or other salary adjustments that other Newton County employees receive but that increase should be split 4 ways and added to the yearly cost of each entity****

Summary of costs for current fiscal year:

- Each entity (Newton County, Walton County, Covington, Monroe) contribute an additional \$30,000 to the DA's Office Budget in Newton County for the DA's FY23 Budget.
- This will fund the purchase of a vehicle, equipment and supplies, and 8 months worth of salary for the newly funded position.

Randy McGinley
District Attorney



Planning and Development Department Case Information

Case Number: Z22090001

Meeting Dates: Planning Commission 10-06-2022

Board of Commissioners 11-01-2022

Current Zoning: A1

Request: Rezone property from A1 to R1OSC

Address: Broadnax Mill Road/Marce Camp Road

Map Number: C0480050 & C0480053

Site Area: 92.012 acres

Character Area: Suburban

District 1: Commissioner – Bo Warren

Planning Commission –Josh Ferguson

Applicant/Owner:

Reliant Homes GA LLC

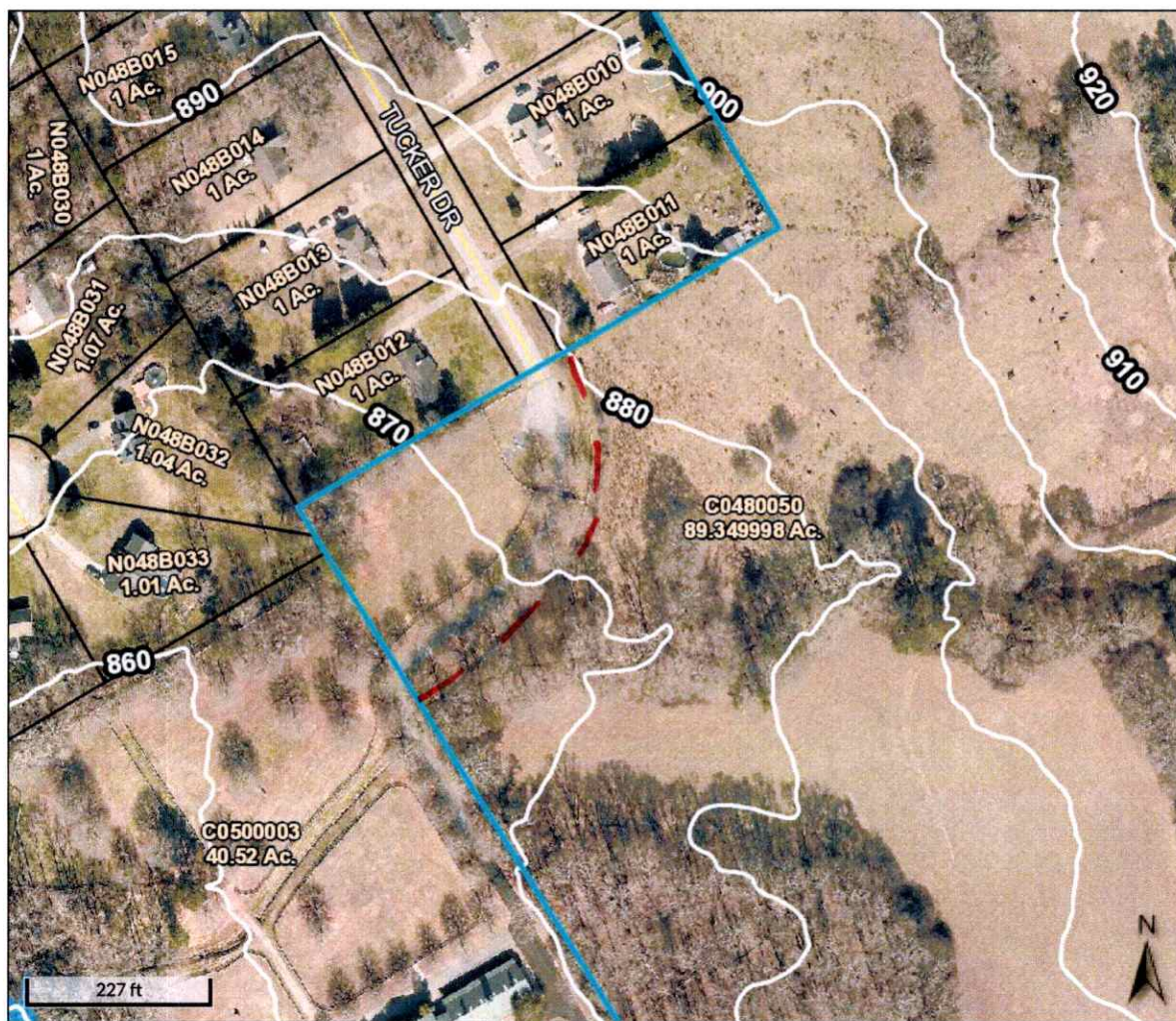
P.O. Box 2655

Loganville, Georgia 30052



Parcel 50
89.35 acres



Parcel 53
2.00 Acres



Overview



Legend

- Contour Lines 10Ft
-  Parcels
- Parcel Numbers + Acreage
-  Roads

Parcel ID C0480050
 Class Code Agricultural
 Taxing District Walton County
 Acres 89.35

Owner RELIANT HOMES GA LLC
 P O BOX 2655
 LOGANVILLE, GA 30052
 Physical Address 2460 BROADNAX MILL RD
 Appraised Value Value \$717620

Last 2 Sales			
Date	Price	Reason	Qual
3/15/2022	\$1357840	LM	Q
3/7/2022	0	DG	U

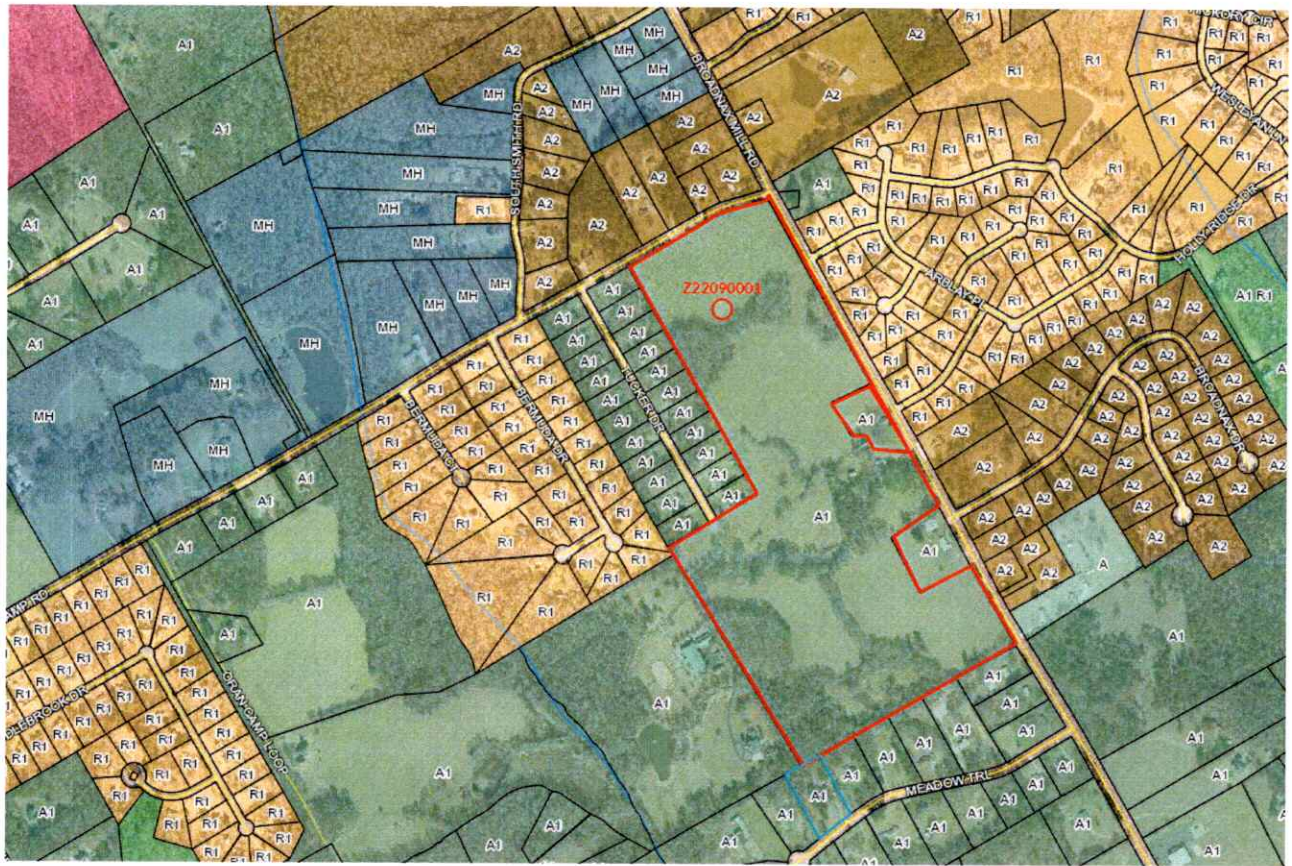
(Note: Not to be used on legal documents)

Date created: 9/8/2022
 Last Data Uploaded: 9/8/2022 6:38:15 AM

Developed by  **Schneider**
 GEOSPATIAL

Existing Site Conditions: This is 2 parcels. Parcel C0480050 contains 89.35 acres and Parcel C0480053 contains 2.00 acres.

The surrounding properties are zoned A1, A2 and R1.



Staff Comments/Concerns: The applicant has requested this 92 acres be rezoned with OSC overlay which allows 1 dwelling per 1 acre density. This development could be developed with 92 lots, however the applicant is requesting 68 lots which is a 26% decrease in total lots.

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a proper A-cell and D-cell lane to be installed.
 Note: May need to consider centerturn lane installed if the design lines up with development entrance across the street.

Sheriffs' Department: The current estimated population of Walton County is 99853. The Walton County Sheriff's Office issued 49336 case numbers from calls for service in 2021. This does not include business checks that are conducted every night. Walton County currently has about 34799 households with an average of 2.9 people per residence. Any increase of population the service demand of all public safety will be more.

Water Authority: This area is currently served by a 6" water main along Broadnax Mill Road. (static pressure: 60 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). **A new water main will be required to distribute water within the development, looping through development from Broadnax Mill to Marce Camp Road to improve water quality and flow availability. Please coordinate with WCWD.**

Fire Department: No comment received.

Fire Code Specialist: Fire Department access shall be 26' FOC-FOC, plans show 26' BOC-BOC. Fire hydrants shall be placed a minimum of 500' apart.

Board of Education: Will have an effect on the Walton County School System, creating a need for more classrooms, teachers, and transportation.

Development Inspector: No comment received.

DOT Comments: Will not require DOT coordination.

PC ACTION 10/6/2022:

- 1. Rezone – Z22090001 – Rezone 92.012 acres from A1 to R1OSC – Applicant/Owner: Reliant Homes GA LLC - Property located on Broadnax Mill Rd/Marce Camp Rd- Map/Parcel C0480050 & 0053 – District 1.**

Presentation: Ned Butler with Reliant Homes GA LLC represented the case. They would like to rezone the large parcel of 89.35 acres as well as a 2.00-acre tract that has a little white house on it to R1OSC. The property is 92 acres but they are only doing 68 lots and this subdivision would have home similar to the ones in Alcovy Mountain Subdivision. The houses will be 1,950 sq. ft. to 2,600 sq. ft. and the price will be in the

\$400,000 and up. The houses will have hardy siding on all sides and will have a brick water table in the front. He stated that he has met with some neighbors in Cevera Lakes Subdivision through the HOA. There will be no more than 20% of the houses rental and they would be a 12-month term lease. There will not allow Airbnb. There is a surveyor locating existing trees and determining where trees need to be added to the landscape. As far as the entrance, the surveyors are checking on sight distance and they will possibly be moving the entrance across from the church to address the issue brought up by homeowners in Cevera Lakes who had concerns about lights shining into their homes at night. He stated Public Works wants an A-cell and D-cell lane and a center turn lane if the street lines up with the entrance of Cevera Lakes. Brad Bettis asked about the 20% rental asking who will monitor that. Ned Butler stated that while they have control they turn it over to a Management Company and encourage the homeowners to leave it with a management company. The Management will receive and approve a lease. These rentals would be for hardship cases such as divorce, health problems, loss of job and this will be better than property going into foreclosure. Since the site plan was done, they would like to add some conditions due to meeting with some people in the community and they are:

1. Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or Rental properties shall be for a minimum 12-month term.
2. Landscape buffers will be added to the public right of ways where existing trees are not existing.
3. Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc.

Speaking: Sam Mosley spoke and stated that he lives at 1203 Lancelot Court. He has concerns about the entrance to the new subdivision and the amount of traffic. He stated with the 68 lots would be approximately 150 cars if 3 times a day would be another 1,000 trips on the road. There have been numerous subdivisions added to Broadnax Mill within the last 20 years and even though the speed limit says, 55 people top the hill at 60 to 65 miles per hour and it would be very beneficial to reduce the speed limit. He would like to see the entrance off Marce Camp Road.

Kim Mitchell who lives at 1200 Lancelot Court and she said that as far as the entrance as proposed on the site plant, that the car lights will be shining right into their bedroom. She also wanted to know how would they know or if it is going to come off Marce Camp Road. She sat and watched traffic this morning at 10:00 and it was awful. There has been a bike rider killed on the road. She would like to know the definite plans that they are going to do, are they going to continue to have it gated, and put some type of buffer along the roadway in the back of the home so they do not have to see the back of them.

Jeremy Woodard spoke and he lives at 2635 Tucker Drive and he stated that nobody from Reliant homes has talked to him. He stated that he has lived at this location for 8 years and it has been a cow pasture forever. He feels that 68 houses is too many to be put on 92 acres. He saw the people out there surveying and they are 80 ft. from the fence line. He is concerned about too many houses and looking at the backs of houses.

Jennifer Fields spoke in opposition. She lives at 2530 Tucker Drive in the Tucker Mills Subdivision and stated that she has lived there for 16 years and she has watched the farm equipment and tractors go by and she likes that. She stated that the new subdivision would be a strain on the schools and security. She stated that she enjoys the rural lifestyle. She stated that bicyclist ride on the road and she cannot see how 68 homes can be put on the property and that 20% of the homes being rental means that 13 ½ of the houses would be rental. She is also concerned about the traffic and the noise, she came to live in the farm country, and she does not want to see change.

Venise Lee spoke and she lives at 3609 Marce Camp Road and she has lived there for 49 years. She is concerned about traffic and speeders because she has a small granddaughter that she is raising. She is concerned about overcrowding of schools and this will be adding more to the schools. She would like to know how it would benefit the community to add these houses.

Carole Billue spoke, she lives at 3069 Marce Camp Road. She purchased her parents property in February. The property is the Dial homestead and her parents built the home. She feels that 68 homes is too many on this acreage. She can remember taking her daughter who is now 42 years old and she took her and now her six and 7-year-old granddaughters and nieces over to see the animals to teach them about God's creation and teaching them safety and it was a teaching experience. She knows that change is hard. She is concerned about crime and noise. She stated she wished she could buy the land but she cannot. She does not want an entrance on Marce Camp Road.

Ned Butler came back for rebuttal and stated that he did make a couple of contacts with people in Cevera Lakes. He also stated that there will a 100 ft. non-buildable buffer and a 50 ft. along the perimeter. He stated that there would be 68 lots on 92 acres. Each lot requires 25,500 per the requirements of Environmental Health. He stated that he would be glad to meet with the people on Tucker Drive. He stated that he would have the new site plan completed before the Board of Commissioners Meeting. Tim Hinton asked about the modified site plan and Mr. Butler stated that he hopes to have it completed with the new entrance later next week. Mr. Butler stated someone asked about the benefit to the community. He stated that this would be like Cevera Lakes Subdivision.

He stated that the community is growing from the outside and growing from the inside. He stated that he grew up on Tom Brewer Road and he is familiar with the traffic. He stated that this would be quality growth for our community. He stated that the benefit to the community would be to allow people to continue to live in the community.

Tim Hinton stated that he always appreciates citizens coming to the meetings and appreciates applicants getting with the neighbors. Mr. Hinton stated it was well stated about growth and growth is inevitable. As far as the entrance – The Board of Commissioners will make that decision that this Board is only to make recommendations.

Recommendation: Tim Hinton made a motion to approve with the following conditions

1. Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or Rental properties shall be for a minimum 12-month term.
2. Landscape buffers will be added to the public right of ways where existing trees are not existing.
3. Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc.

with a second by John Pringle. The motion carried unanimously.

Rezone Application # 222090001
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-06-2022 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 11-01-2022 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0480050 & C0480053

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Reliant Homes GA, LLC

Reliant Homes GA, LLC

PO Box 2655

PO Box 2655

Loganville, GA 30052

Loganville, GA 30052

E-mail address: nbutler@relianthomes.com

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

Phone # 770.715.2800

Phone # 770.715.2800

Location: Marce Camp Rd Requested Zoning R1-OSC Acreage 92.012

Existing Use of Property: vacant

Existing Structures: home to be razed

The purpose of this rezone is change zoning to R1 OSC for a
residential subdivision.

Property is serviced by the following:

Public Water: X Provider: WCWD Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: X

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

Signature [Signature] Date 9-1-2022 Fee Paid \$ 300.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North A1 South A1, R1
 East A2 West A1

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

Commission District: 1-Bo Warren Watershed: / TMP /

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

A1 subdivisions to the South and West, R1 and A2
subdivisions to the East, A1 subdivison to the
south and A2 property to the North.

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

Property values are not anticipated to be
diminished by the proposed zoning.

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

The proposed zoning will provide addtional
housing for the local area with no anticipated
destruction of surrounding property values.

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

The proposed zoning will provide addtional
housing and tax basis to the public.

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

The proposed use is for a residential use that
coincides with the surrounding uses. The proposed
use also follows along with the Land Use Map
of a suburban character.

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

The property has been owned by the owner and
vacant since 2022. The property has operated as
a farm for many years previously.

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Reliant Homes GA, LLC

Address: PO Box 2655 Loganville GA 30052

Telephone: 770.715.2800

Location of Property: 2460 & 2470 Broadnax Mill Road

Loagntville, GA 30052

Map/Parcel Number: C0480050 & C0480053

Current Zoning: A1 Requested Zoning: R1-OSC
Reliant Homes GA, LLC

Property Owner Signature

Property Owner Signature

Print Name: Ned Butler, VP

Print Name: _____

Address: PO Box 2655, Loganville Address: _____

Phone #: 678.373.0536 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.

Margaret M Hudson
Notary Public

9-01-22
Date





September 1, 2022

Walton County Planning Department
Attention: Charna Parker
303 S. Hammond Drive
Monroe, GA 30655

Mrs. Parker,

Reliant Homes GA, LLC is requesting a rezone of parcel numbers C0480050 and C0480053 located on Broadnax Mill Road in Loganville, GA Walton County. The request is to rezone the 92.012 acres to R1-OSC from A1 for development of a 68 lot subdivision.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'Ned Butler' with a 'VP' monogram at the end.

Ned Butler
Vice President
Reliant Homes GA, LLC

THIS BLOCK APPLICABLE FOR
THE CLERK OF THE SUPERIOR COURT

MARCE CAMP ROAD
(80° RW)
MAY 30 1981

Radius 635.44"
Area 100.57"
Width 24.29"
Chord 105.29"

N7 402' 08" E
200.76'

[illegible][illegible]

REFERENCES

1. DB 4443 PG 37
2. DB 1200 PG 30
3. PG 42 PG 9

AVERAGE DATA
 REACT 1 BRDTH ACT
 REACT 2 2.00E ACT
 BYTAS 02 C43 AD

VICINITY MAP (N.T.S.)

TUCKER DRIVE
(W. 70')

TRACT 1
90.011 ACRES

3,020,000 S.F.
WILLIAM KIRBY CO. LLC
P.O. 8111, PM. 200
P.O. 42, PM. 9
P.O. 66, PM. 127
P.O. 86, PM. 173
P.O. 121, PM. 208
THE PACIFIC OREGONIAN
FOUR A1

92.012 ACRES

BROADNAX MILL ROAD
(80' R/W)

TRACT 2
2.001 ACRES
87.143 SF.

RELAY HOUSES SA, LLC
D.B. 9112, PG. 91
P.E. 42, PG. 9
THE PARCEL (DASHES)
JUNE 41

The Following Governmental Studies Have Approved this Plat, Map, or Plan for Filing:



Digitally signed by Ron Smith
DN: c=us, o=State of Missouri, ou=Missouri, email=ron.smith@state.mo.us, cn=Ron Smith
Date: 2022.06.06 16:34:34 -0400

Wolcott County Planning and Development Date: 6/6/2022

- NOTES:
- 1) THE PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA PER BRUNSON COUNTY FIRM PANEL 1329/01/24E, DATED 12/28/76.
- 2) THE SUBJECT PROPERTY IS LOCATED AT 29400 HENNINGSON MILL RD, LOGANVILLE, GA
- 3) THE SUBJECT PROPERTY IS ZONED A1.
- 4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION PROVIDED TO OR OBTAINED FROM LAND SURVEYOR HISTORIES OF TITLE ARE DISCLOSED.
- 5) THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON GEORGIA STATE PLANE PROVIDED TO AND OBTAINED FROM GPS COORDINATES.
- 6) THE MINIMUM ELEVATIONS ARE FROUNT=50', SIDE=15', REAR=40'.
- 7) THE MINIMUM LOT SIZE IS 2.000 ACRES
- 8) WATER PROVIDED BY BRUNSON COUNTY.

[illegible][illegible]

GRAPHIC SCALE 1" = 100'

RELIANT HOMES, LLC
PO BOX 2655
LODGEVILLE, GA, 30026
CONTACT INFO:
MR. NED BUTLER
(770) 373-8836



**NORTHEAST
LAND SURVEYING**

**NORTHEAST LAND
SURVEYING, LLC**
A Georgia Land Surveying Firm: FLS00
P.O. Box 394
Dorchester, Georgia 30517
Phone: (678) 776-7494

First Name		XXXXXXXXXX XXX, JR	
First Address		Page 4 of 4 XXXXXXXXXX XXX, JR	
City and State	ZIP	County	State
City	County	State	State

TYPE	W-D	17-100
DATE	TYPE	1 OF 1
NO. & EXT.	NO. & EXT.	
TIME	NO. & EXT.	22-012

1 OF 1

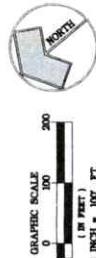
22-012



PURSUANT TO THE COMPREHENSIVE AND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA, ALL THE REQUIREMENTS OF OSC CONCEPT PLAN APPROVAL FOR THE DEVELOPMENT OF THE PROJECT DESCRIBED HEREIN SHALL BE MET. THE FINAL PLAN MUST BE RECEIVED ON A DEVELOPMENT PERMIT MUST BE ISSUED WITHIN 6 MONTHS OF THE APPROVAL OF THE OSC CONCEPT PLAN OR THE APPROVAL WILL EXPIRE AND BE NULL AND VOID.

DIRECTOR _____ DATE _____
WALTON COUNTY PLANNING & DEVELOPMENT

THIS PLAT IS NOT FOR FINAL RECORDING
 *ALL INDIVIDUAL LOTS ARE SUBJECT TO
 APPROVAL BY THE WALTON COUNTY HEALTH
 DEPARTMENT FOR SEPTIC SYSTEMS.*



ENGINEERING CONTACT:
DAY DESIGN GROUP, INC.
CINA M. DAY
(770) 271-4676
ddd@daydesigngroup.com

SURVEY CONTACT:
NORTHEAST LAND SURVEY
P.O. BOX 384
BRASELTON, GA 30517
KEVIN CANN
678-776-7494

OWNER/DEVELOPER
PRIMARY PERMITEE
RELIANT HOMES CA, LLC
PO BOX 2655
LOCANVILLE, CA 30052
(770) 715-2800
nbutler@relianthomes.com



WITHIN A
LIABILITY
POLICY,
EFFECTIVE DATE



PROPERTY IS LOCATED
FEMA FLOOD
ZONE OF WILTON
1.2297001256



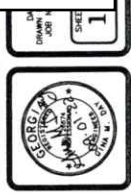
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MAP NT22-100S LOCATION OF CONSTRUCTION EROSION NORTH

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T.V. LINE
GROUND CABLE TV
PROPERTY LINE
LINE
GROUND TELEPHONE

Item 5.1.

[illegible]

REZONING CONCEPTUAL SUBDIVISION PLAN
FOR
SILOS AT GLENHURST
A RESIDENTIAL SUBDIVISION
LOCATED IN
G.M.D. 417 - PARCEL #C0480050
WALTON COUNTY, GEORGIA

SURVEY CONTACT
NORTHEAST LAND SURVEYING, INC.
P.O. BOX 384
BRASELTON, GA 30517

24 HOUR CONTACT
MR. NED BUTLER
(770) 715-2800

ER
HOMES GA, LLC
655
LLP, GA 30052

ING
ECTURE
G

71-4876 ph.
89-8568 fax
sup.com
up.com

**CIVIL ENGINEER
LANDSCAPE ARCHITECT
SITE PLANNER**

P.O. BOX 848
BUFFORD, GA 30515
email: ddp@daydel.com
web: www.daydel.com

20

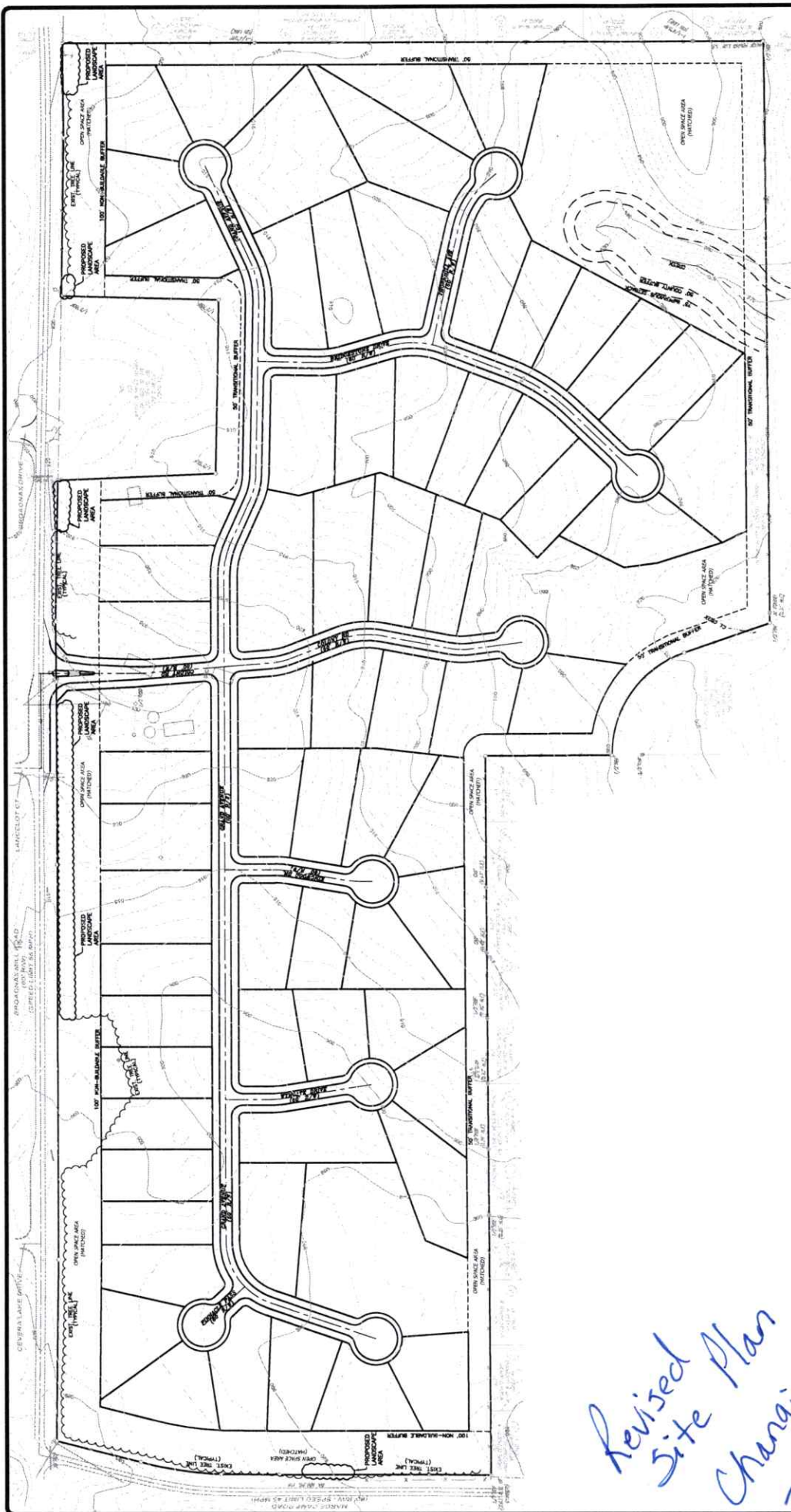
Revised Site Plan for Z22090001 10/25/2022
for Boc Mtg. 11/1/2022

Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or rental shall be for a minimum 12 month term.

Landscape buffers will be added to the public right of ways where existing trees are not existing. Clouded areas are shown on the revised site plan of the approximate locations of the landscape buffers. Final determination needed landscape buffers to be approved by the Planning Director.

Removing with the new location shown on revised site plan has entrance more across from the Church.

Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc...

DATE: 09/01/22
DRAWN BY: CMO/JAM

1	1
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Item 5.1.

[illegible]

REZONING CONCEPTUAL SUBDIVISION PLAN

OR
BY DIRECTOR

SILOS AT GLENHURST

DO HA GLENN
A RESIDENTIAL SUBDIVISION

M.D. 417 - PARCEL #C048005
LOCATED IN WINSTON COUNTY, GEORGIA

SURVEY CONTACT
NORTHEAST LAND SURVEYING, INC.

4 HOUR CONTACT
CR. NED BUTLER



RELIANT
HOMES

DEVELOPER
RELIANT HOMES OF ILL.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

P.O. BOX 848
ATLANTA, GA 30315
(770) 271-4878 ph.
(770) 383-8348 fax
email: ddg@daydesigngroup.com

**DAY
DESIGN
GROUP, Inc.**



REFERENCE: WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE, SECTION 1, ARTICLE 4, PART 1, SECTION 140 & ARTICLE 5, PART 2, DEVELOPMENT, ARTICLES 5, 9, 10, 11 & 12

GENERAL SITE NOTES:

1. THE SUBDIVISION LOCATED ON THE SUBDIVISION INTERSECTION OF MARSH CAMP RD. & HWY 140, SECTION 140 & ARTICLE 5, PART 2, DEVELOPMENT, ARTICLES 5, 9, 10, 11 & 12
2. TOTAL SITE AREA IS 1,831 AC.
3. THE SUBDIVISION IS A 68 LOT RESIDENTIAL SUBDIVISION.
4. TOTAL LOTS = 68
5. TOTAL LOTS = 68
6. TOTAL LOTS = 68
7. TOTAL LOTS = 68
8. TOTAL LOTS = 68
9. TOTAL LOTS = 68
10. TOTAL LOTS = 68
11. TOTAL LOTS = 68
12. TOTAL LOTS = 68
13. TOTAL LOTS = 68
14. TOTAL LOTS = 68
15. TOTAL LOTS = 68
16. TOTAL LOTS = 68



FLOOD MAP NTS
THE GPS LOCATION OF THE CONSTRUCTION EXIT IS: 33.8075 NORTH, -83.8394 WEST

VICINITY MAP NTS
THE GPS LOCATION OF THE CONSTRUCTION EXIT IS: 33.8075 NORTH, -83.8394 WEST

THIS PLAN IS NOT FOR FINAL RECORDING
*ALL INDIVIDUAL LOTS ARE SUBJECT TO APPROVAL BY THE WALTON COUNTY HEALTH DEPARTMENT FOR SEPTIC SYSTEMS

WALTON COUNTY PLANNING & DEVELOPMENT
DATE: 09/01/22
JOB NO: 22-15
SHEET 1 OF 1

DAY DESIGN GROUP, Inc.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SITE PLANNING
P.O. BOX 848515
DAYTONA BEACH, FL 32184-8515
www.daydesigngroup.com

RELIANT
24 HOUR CONTACT
MR. NED BUTLER
(770) 715-2800
P.O. BOX 9655
LOGANVILLE, GA 30052

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P.O. BOX 9655
LOGANVILLE, GA 30052



Planning and Development Department Case Information

Case Number: Z22090001

Meeting Dates: Planning Commission 10-06-2022

Board of Commissioners 11-01-2022

Current Zoning: A1

Request: Rezone property from A1 to R1OSC

Address: Broadnax Mill Road/Marce Camp Road

Map Number: C0480050 & C0480053

Site Area: 92.012 acres

Character Area: Suburban

District 1: Commissioner – Bo Warren

Planning Commission –Josh Ferguson

Applicant/Owner:

Reliant Homes GA LLC

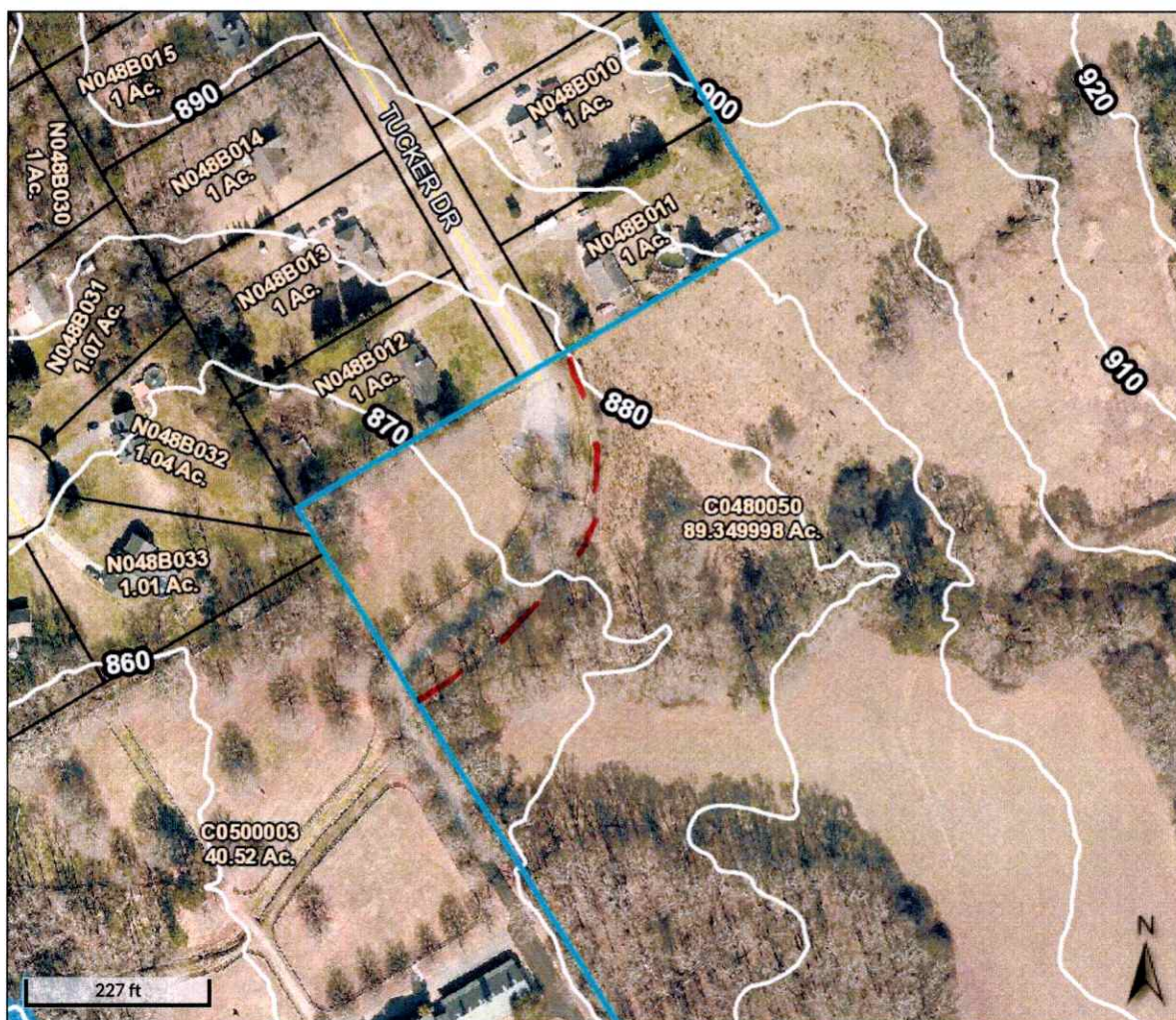
P.O. Box 2655

Loganville, Georgia 30052



Parcel 50
84.35 acres

Parcel 53
2.00 Acres



Overview



Legend

- Contour Lines 10Ft
- Parcels
- Parcel Numbers + Acreage
- Roads

Parcel ID C0480050
 Class Code Agricultural
 Taxing District Walton County
 Acres 89.35

Owner RELIANT HOMES GA LLC
 P O BOX 2655
 LOGANVILLE, GA 30052
 Physical Address 2460 BROADNAX MILL RD
 Appraised Value Value \$717620

Last 2 Sales			
Date	Price	Reason	Qual
3/15/2022	\$1357840	LM	Q
3/7/2022	0	DG	U

(Note: Not to be used on legal documents)

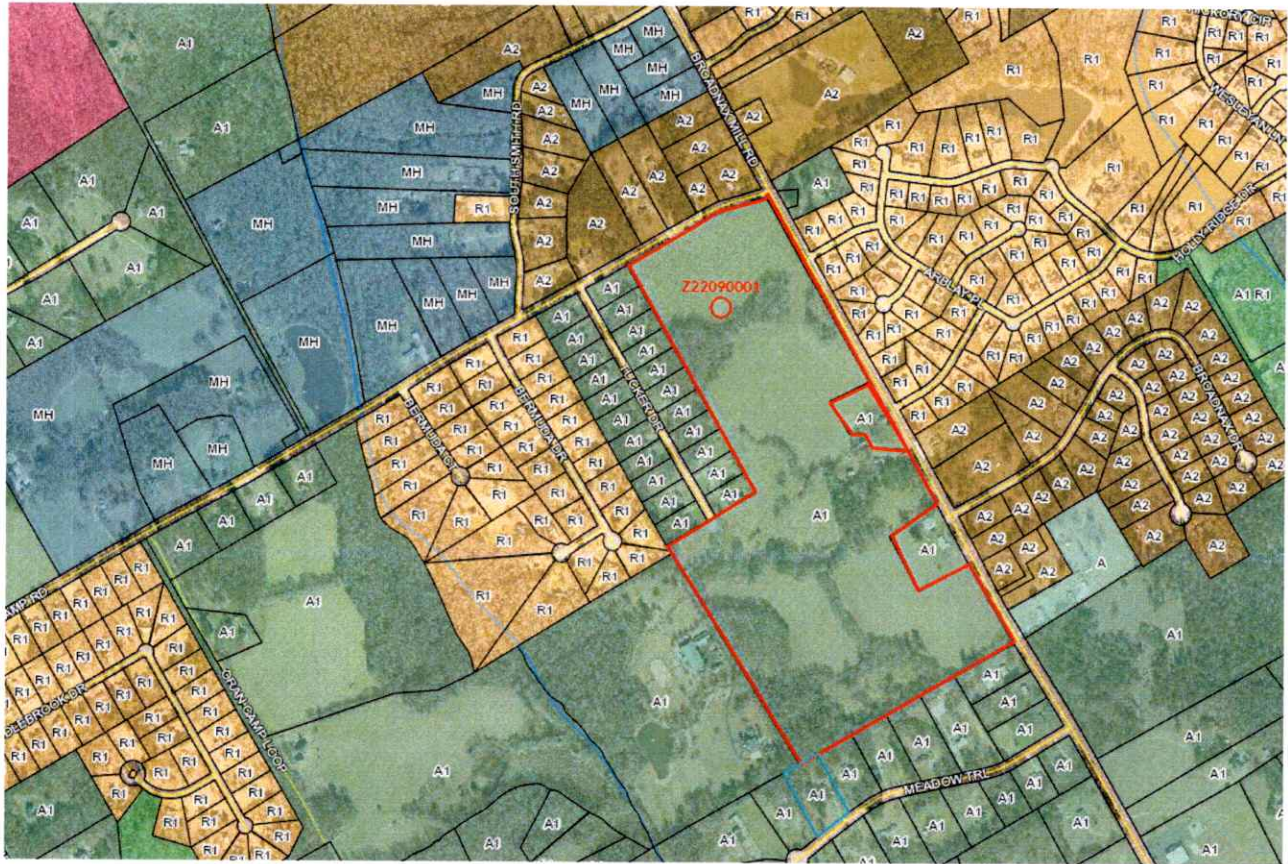
Date created: 9/8/2022

Last Data Uploaded: 9/8/2022 6:38:15 AM

Developed by  **Schneider**
 GEOSPATIAL

Existing Site Conditions: This is 2 parcels. Parcel C0480050 contains 89.35 acres and Parcel C0480053 contains 2.00 acres.

The surrounding properties are zoned A1, A2 and R1.



Staff Comments/Concerns: The applicant has requested this 92 acres be rezoned with OSC overlay which allows 1 dwelling per 1 acre density. This development could be developed with 92 lots, however the applicant is requesting 68 lots which is a 26% decrease in total lots.

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a proper A-cell and D-cell lane to be installed. Note: May need to consider centerturn lane installed if the design lines up with development entrance across the street.

Sheriffs' Department: The current estimated population of Walton County is 99853. The Walton County Sheriff's Office issued 49336 case numbers from calls for service in 2021. This does not include business checks that are conducted every night. Walton County currently has about 34799 households with an average of 2.9 people per residence. Any increase of population the service demand of all public safety will be more.

Water Authority: This area is currently served by a 6" water main along Broadnax Mill Road. (static pressure: 60 psi, Estimated fire flow available: 1,500 gpm @ 20 psi). **A new water main will be required to distribute water within the development, looping through development from Broadnax Mill to Marce Camp Road to improve water quality and flow availability. Please coordinate with WCWD.**

Fire Department: No comment received.

Fire Code Specialist: Fire Department access shall be 26' FOC-FOC, plans show 26' BOC-BOC. Fire hydrants shall be placed a minimum of 500' apart.

Board of Education: Will have an effect on the Walton County School System, creating a need for more classrooms, teachers, and transportation.

Development Inspector: No comment received.

DOT Comments: Will not require DOT coordination.

PC ACTION 10/6/2022:

- 1. Rezone – Z22090001 – Rezone 92.012 acres from A1 to R1OSC – Applicant/Owner: Reliant Homes GA LLC - Property located on Broadnax Mill Rd/Marce Camp Rd- Map/Parcel C0480050 & 0053 – District 1.**

Presentation: Ned Butler with Reliant Homes GA LLC represented the case. They would like to rezone the large parcel of 89.35 acres as well as a 2.00-acre tract that has a little white house on it to R1OSC. The property is 92 acres but they are only doing 68 lots and this subdivision would have home similar to the ones in Alcovy Mountain Subdivision. The houses will be 1,950 sq. ft. to 2,600 sq. ft. and the price will be in the

\$400,000 and up. The houses will have hardy siding on all sides and will have a brick water table in the front. He stated that he has met with some neighbors in Cevera Lakes Subdivision through the HOA. There will be no more than 20% of the houses rental and they would be a 12-month term lease. There will not allow Airbnb. There is a surveyor locating existing trees and determining where trees need to be added to the landscape. As far as the entrance, the surveyors are checking on sight distance and they will possibly be moving the entrance across from the church to address the issue brought up by homeowners in Cevera Lakes who had concerns about lights shining into their homes at night. He stated Public Works wants an A-cell and D-cell lane and a center turn lane if the street lines up with the entrance of Cevera Lakes. Brad Bettis asked about the 20% rental asking who will monitor that. Ned Butler stated that while they have control they turn it over to a Management Company and encourage the homeowners to leave it with a management company. The Management will receive and approve a lease. These rentals would be for hardship cases such as divorce, health problems, loss of job and this will be better than property going into foreclosure. Since the site plan was done, they would like to add some conditions due to meeting with some people in the community and they are:

1. Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or Rental properties shall be for a minimum 12-month term.
2. Landscape buffers will be added to the public right of ways where existing trees are not existing.
3. Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc.

Speaking: Sam Mosley spoke and stated that he lives at 1203 Lancelot Court. He has concerns about the entrance to the new subdivision and the amount of traffic. He stated with the 68 lots would be approximately 150 cars if 3 times a day would be another 1,000 trips on the road. There have been numerous subdivisions added to Broadnax Mill within the last 20 years and even though the speed limit says, 55 people top the hill at 60 to 65 miles per hour and it would be very beneficial to reduce the speed limit. He would like to see the entrance off Marce Camp Road.

Kim Mitchell who lives at 1200 Lancelot Court and she said that as far as the entrance as proposed on the site plant, that the car lights will be shining right into their bedroom. She also wanted to know how would they know or if it is going to come off Marce Camp Road. She sat and watched traffic this morning at 10:00 and it was awful. There has been a bike rider killed on the road. She would like to know the definite plans that they are going to do, are they going to continue to have it gated, and put some type of buffer along the roadway in the back of the home so they do not have to see the back of them.

Jeremy Woodard spoke and he lives at 2635 Tucker Drive and he stated that nobody from Reliant homes has talked to him. He stated that he has lived at this location for 8 years and it has been a cow pasture forever. He feels that 68 houses is too many to be put on 92 acres. He saw the people out there surveying and they are 80 ft. from the fence line. He is concerned about too many houses and looking at the backs of houses.

Jennifer Fields spoke in opposition. She lives at 2530 Tucker Drive in the Tucker Mills Subdivision and stated that she has lived there for 16 years and she has watched the farm equipment and tractors go by and she likes that. She stated that the new subdivision would be a strain on the schools and security. She stated that she enjoys the rural lifestyle. She stated that bicyclist ride on the road and she cannot see how 68 homes can be put on the property and that 20% of the homes being rental means that 13 ½ of the houses would be rental. She is also concerned about the traffic and the noise, she came to live in the farm country, and she does not want to see change.

Venise Lee spoke and she lives at 3609 Marce Camp Road and she has lived there for 49 years. She is concerned about traffic and speeders because she has a small granddaughter that she is raising. She is concerned about overcrowding of schools and this will be adding more to the schools. She would like to know how it would benefit the community to add these houses.

Carole Billue spoke, she lives at 3069 Marce Camp Road. She purchased her parents property in February. The property is the Dial homestead and her parents built the home. She feels that 68 homes is too many on this acreage. She can remember taking her daughter who is now 42 years old and she took her and now her six and 7-year-old granddaughters and nieces over to see the animals to teach them about God's creation and teaching them safety and it was a teaching experience. She knows that change is hard. She is concerned about crime and noise. She stated she wished she could buy the land but she cannot. She does not want an entrance on Marce Camp Road.

Ned Butler came back for rebuttal and stated that he did make a couple of contacts with people in Cevera Lakes. He also stated that there will a 100 ft. non-buildable buffer and a 50 ft. along the perimeter. He stated that there would be 68 lots on 92 acres. Each lot requires 25,500 per the requirements of Environmental Health. He stated that he would be glad to meet with the people on Tucker Drive. He stated that he would have the new site plan completed before the Board of Commissioners Meeting. Tim Hinton asked about the modified site plan and Mr. Butler stated that he hopes to have it completed with the new entrance later next week. Mr. Butler stated someone asked about the benefit to the community. He stated that this would be like Cevera Lakes Subdivision.

He stated that the community is growing from the outside and growing from the inside. He stated that he grew up on Tom Brewer Road and he is familiar with the traffic. He stated that this would be quality growth for our community. He stated that the benefit to the community would be to allow people to continue to live in the community.

Tim Hinton stated that he always appreciates citizens coming to the meetings and appreciates applicants getting with the neighbors. Mr. Hinton stated it was well stated about growth and growth is inevitable. As far as the entrance – The Board of Commissioners will make that decision that this Board is only to make recommendations.

Recommendation: Tim Hinton made a motion to approve with the following conditions

1. Developer to add a restriction into the Declaration of Covenants that no more than 20% of the homes in the subdivision can be rented at any one time. All leases or Rental properties shall be for a minimum 12-month term.
2. Landscape buffers will be added to the public right of ways where existing trees are not existing.
3. Upon final determination of the subdivision entrance we will address possibility of needed condition of additional screening, turn lane, etc.

with a second by John Pringle. The motion carried unanimously.

Rezone Application # 222090001

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

Planning Comm. Meeting Date 10-06-2022 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 11-01-2022 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0480050 & C0480053

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Reliant Homes GA, LLC

Reliant Homes GA, LLC

PO Box 2655

PO Box 2655

Loganville, GA 30052

Loganville, GA 30052

E-mail address: nbutler@relianthomes.com

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

Phone # 770.715.2800

Phone # 770.715.2800

Location: Marce Camp Rd Requested Zoning R1-OSC Acreage 92.012

Existing Use of Property: vacant

Existing Structures: home to be razed

The purpose of this rezone is change zoning to R1 OSC for a
residential subdivision.

Property is serviced by the following:

Public Water: X Provider: WCWD Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: X

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

Signature [Signature] Date 9-1-2022 Fee Paid \$ 300.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North A1 South A1, R1
East A2 West A1

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

Commission District: 1- Bow Warren Watershed: / TMP /

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

A1 subdivisions to the South and West, R1 and A2
subdivisions to the East, A1 subdivison to the
south and A2 property to the North.

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

Property values are not anticipcated to be
diminished by the proposed zoning.

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

The proposed zoning will provide addtional
housing for the local area with no anticipated
destruction of surrounding property values.

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

The proposed zoning will provide addtional
housing and tax basis to the public.

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

The proposed use is for a residential use that
coincides with the surrounding uses. The proposed
use also follows along with the Land Use Map
of a suburban character.

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

The property has been owned by the owner and
vacant since 2022. The property has operated as
a farm for many years previously.

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Reliant Homes GA, LLC

Address: PO Box 2655 Loganville GA 30052

Telephone: 770.715.2800

Location of Property: 2460 & 2470 Broadnax Mill Road

Loagntville, GA 30052

Map/Parcel Number: C0480050 & C0480053

Current Zoning: A1 Requested Zoning: R1-OSC
Reliant Homes GA, LLC

Property Owner Signature

Property Owner Signature

Print Name: Ned Butler, VP

Print Name: _____

Address: PO Box 2655, Loganville Address: _____

Phone #: 678.373.0536 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.

Margaret M Hudson
Notary Public

9-01-22
Date





September 1, 2022

Walton County Planning Department
Attention: Charna Parker
303 S. Hammond Drive
Monroe, GA 30655

Mrs. Parker,

Reliant Homes GA, LLC is requesting a rezone of parcel numbers C0480050 and C0480053 located on Broadnax Mill Road in Loganville, GA Walton County. The request is to rezone the 92.012 acres to R1-OSC from A1 for development of a 68 lot subdivision.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'Ned Butler' with a 'VP' monogram at the end.

Ned Butler
Vice President
Reliant Homes GA, LLC

THE ABOVE ANSWERS FOR
THE CLERK OF THE SUPERIOR COURT

NOTES

REFERENCES

1. - GB 8487 PG 37
2. - GB 1200 PG 24
3. - PG 48 PG 4

[illegible]

ACERAGE CHART
TRACT 1 87.000 ACRES
TRACT 2 1.000 ACRES
TOTAL 88.000 ACRES

[illegible]

VICINITY MAP (N.T.S.)

TUCKER DRIVE
(70. PMS)

TRACT 1
90.011 ACRES
3,920,886 S.F.
INDIAN HOMES CO. LLC
G.S. 2111, PG. 300
P.S. 42, PG. 9
P.S. 49, PG. 127
P.S. 56, PG. 173
P.S. 121, PG. 100

[illegible]

92.012 ACRES
AFTER COMBINATION

The Following Governmental Bodies Have Approved this Plot, Map, or Plan for Filing


 Digitally signed by Ron Smith
DN: cn=Ron Smith, o=Wilson County, ou=Planning and
Development, email=ron.smith@wilsoncountyttn.gov, c=US
Date: 2022.09.15.08:14:34 -0500

- 1) NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA PER MILWAUKEE COUNTY FIRM PANEL 132970210E, DATED 10/20/18.
- 2) THE PARCEL PARCELS IS LOCATED AT 2640 PROWSEMAN RD, LOGANVILLE, GA
- 3) THE SUBJECT PROPERTY IS ZONED A1.
- 4) THIS SURVEY WAS PROMOTED WITHOUT THE BENEFIT OF A TITLE EXAMINATION PROVIDED TO THE APPLICANTS LAND SURVEYOR MATHEWS OF TITLE AND ERECTED
- 5) THE ACQUISITION, DATUM FOR THIS SURVEY IS BASED ON OREGON STATE PLANE (WEST ZONE), WAD 83, DERIVED FROM GPS OBSERVATIONS.
- 6) THE NEARBY NEIGHBORS ARE FRONT-50', SIDE-15', REAR-40'.
- 7) THE NEARBY LOT SIZE IS 2.000 ACRES
- 8) WATER PROVIDED BY MILWAUKEE COUNTY

[illegible]

Information regarding the names, addresses, size, ownership and location of existing laboratories, units and structures, known or suspected, there is no assurance of the accuracy of the information and it shall be considered in the light of those areas still existing. The location and arrangement of laboratories, units and structures shown herein may be inaccurate and information and structures may herein may be discontinued or discontinued in the future. It is the responsibility of the user of the information concerning laboratories, units and structures shown herein, per general use, the information and structures shown herein may be called upon to the knowledge of any and all other customers within the area.

GRAPHIC SCALE 1" = 100'



A horizontal scale bar with alternating black and white segments. Above the bar, the text "GRAPHIC SCALE 1" = 100'" is printed. The bar is marked with numbers: 0, 50, 100, 150, 200, and 250, representing feet.

RECOMMENDATION PLAN FOR RELIANT HOMES, LLC PO BOX 3000 LOANANVILLE, GA, 30008 CONTACT INFO MR. MARK BUTLER (478) 373-0030	
	NORTHEAST LAND SURVEYING, LLC A Georgia Land Surveying Firm, F030 P O Box 304 Bradenton, Georgia 39107 Phone: (770) 776-1009
Project name easement over TRACT	Date 1-7-10
Project address 1000 E. 10th governmental jurisdiction	County DEKALB
Survey control 100 10th 1000 E. 10th 1000 E. 10th 1000 E. 10th	Survey 1000 E. 10th 1000 E. 10th 1000 E. 10th 1000 E. 10th
City TUCKER	State GA
County DEKALB COUNTY, GEORGIA	Section 22-012

[illegible]



Planning and Development Department Case Information

Case Number: Z22100002

Meeting Dates: Planning Commission 11-03-2022

Board of Commissioners 12-06-2022

Current Zoning: A1

Request: Rezone property from A1 to R1 to create a 1.2 acre buildable lot

Address: 2057 Bomac Court

Map Number: C0510123

Site Area: 3.79 acres

Character Area: Suburban

District 2: Commissioner – Mark Banks

Planning Commission –Pete Myers

Applicant/Owner:

Mary Alexander

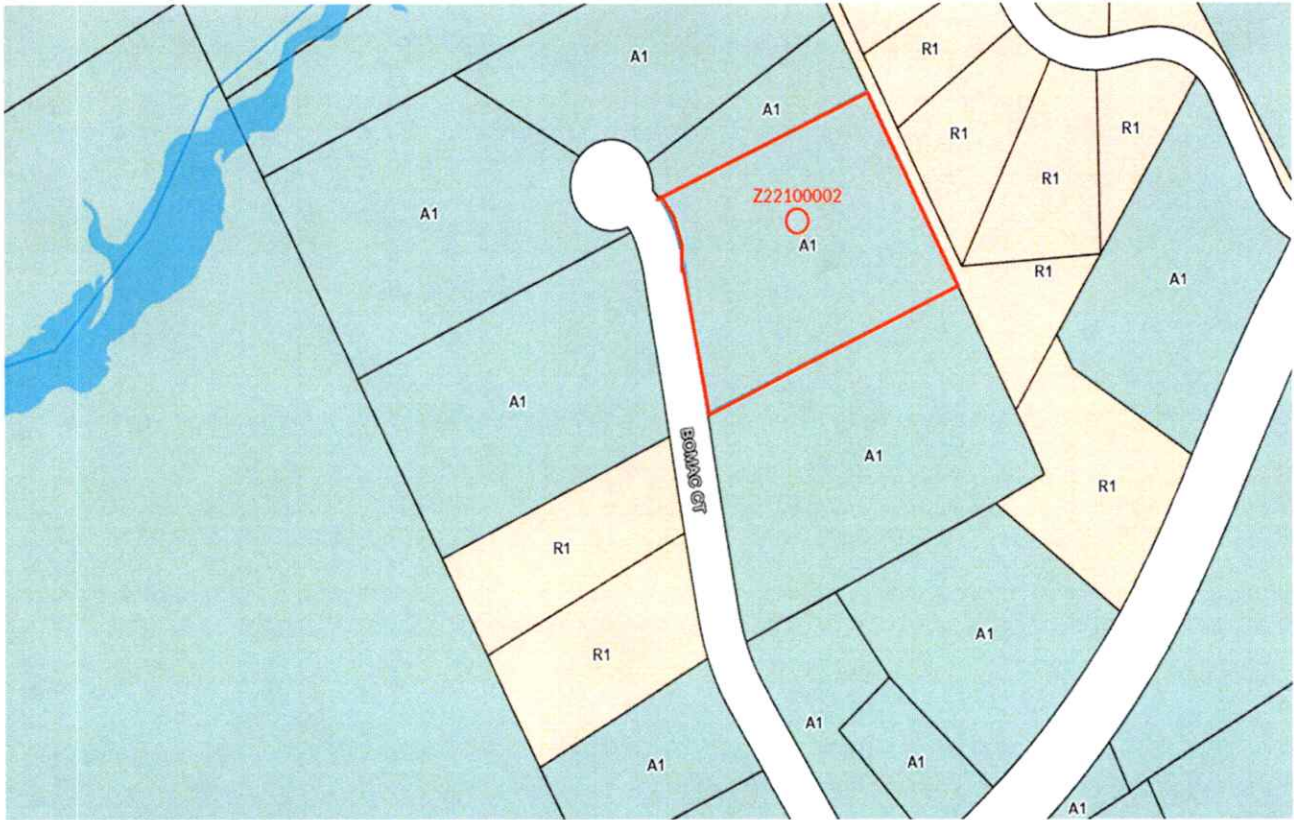
2057 Bomac Court

Loganville, Georgia 30052



Existing Site Conditions: This is a 3.79 acre property.

The surrounding properties are zoned A1 and R1.



Staff Comments/Concerns

History: **No History**

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: **Any increase in population or number of households will on average increase the service demand of all public safety.**

Water Authority: This area is currently served by a 6" water main along Bomac Court. (static pressure: 75 psi, Estimated fire flow available: 1,000 gpm @ 20 psi). No system impacts anticipated.

Fire Department/Fire Marshall: No concerns

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

Development Inspector: No comment received.

DOT Comments: Will not require GDOT coordination.

PC ACTION 11/3/2022:

1. **Rezone – Z22100002 – Rezone 3.79 acres from A1 to R1 to create a 1.2-acre buildable lot – Applicant/Owner Mary Alexander -Property located on 2057 Bomac Ct-Map/ Parcel C0510123 – District 2.**

Presentation: Mary Alexander's daughter, Michelle Alexander, represented the case due to her mother being out of town. They would like to divide the property to create a 1.2 acre buildable lot.

Speaking: Karen Pitts who lives at 2077 Bomac Court next door to 2057 stated she doesn't really object to this rezone but had some questions as to how far off the property line their house would be and what actually would they be putting on the property.

Charna Parker stated that the setbacks are 15 ft. Michelle Alexander stated that they would be building a house and Ms. Pitts said that she was okay with this.

Recommendation: Pete Myers made a motion to approve zoning from A1 to R1 with a 1.2-acre buildable lot with a second by Timothy Kemp. The motion carried unanimously.

Rezone Application # Z-22100002

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

Planning Comm. Meeting Date 3rd Nov 22 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 6th Dec 22 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0510123

Applicant Name/Address/Phone #

MARY ALEXANDER
2057 Bomac court
Loganville, GA

E-mail address: vd72742@gmail.com (If more than one owner, attach Exhibit "A")

Phone # 478-461-1407

Property Owner Name/Address/Phone

MARY ALEXANDER
2057 Bomac court
Loganville, GA

Phone # 478-461-1407

Location 2057 Bomac court Requested Zoning R1 Acreage 3.79
Loganville 30052 Loganville 30052

Existing Use of Property: For building house

Existing Structures: House

The purpose of this rezone is To build house - Rezone
to R1 to create a 1.2 acre
buildable lot.

Property is serviced by the following:

Public Water: ☒ Provider: Walton County 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 Mary Date 9/29/22 Fee Paid \$300.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

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

Commission District: 2-Banks Watershed: TMP

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;

It is all for residential purpose

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

NIL

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

NIL

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

NIL

5. The suitability of the subject property for the zoned purposes, and
for residential purpose
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

from 3-2-1983.

LETTER OF INTENT

30th Sept 2022

To

Walton county planning & Development
303 S. Hammond Drive, Suite 98
Monroe, GA 30655
770-267-1319.

Respected Sir/Madam

I Mrs. Mary Alexander

Owner of 2057 Bomac court Loganville
GA 30052 Want to give my son (Mark
Alexander) 1.200 acres to build his
house.

Thank you

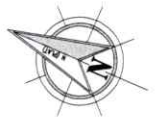
Mary

Mary Alexander

30th/9/2022

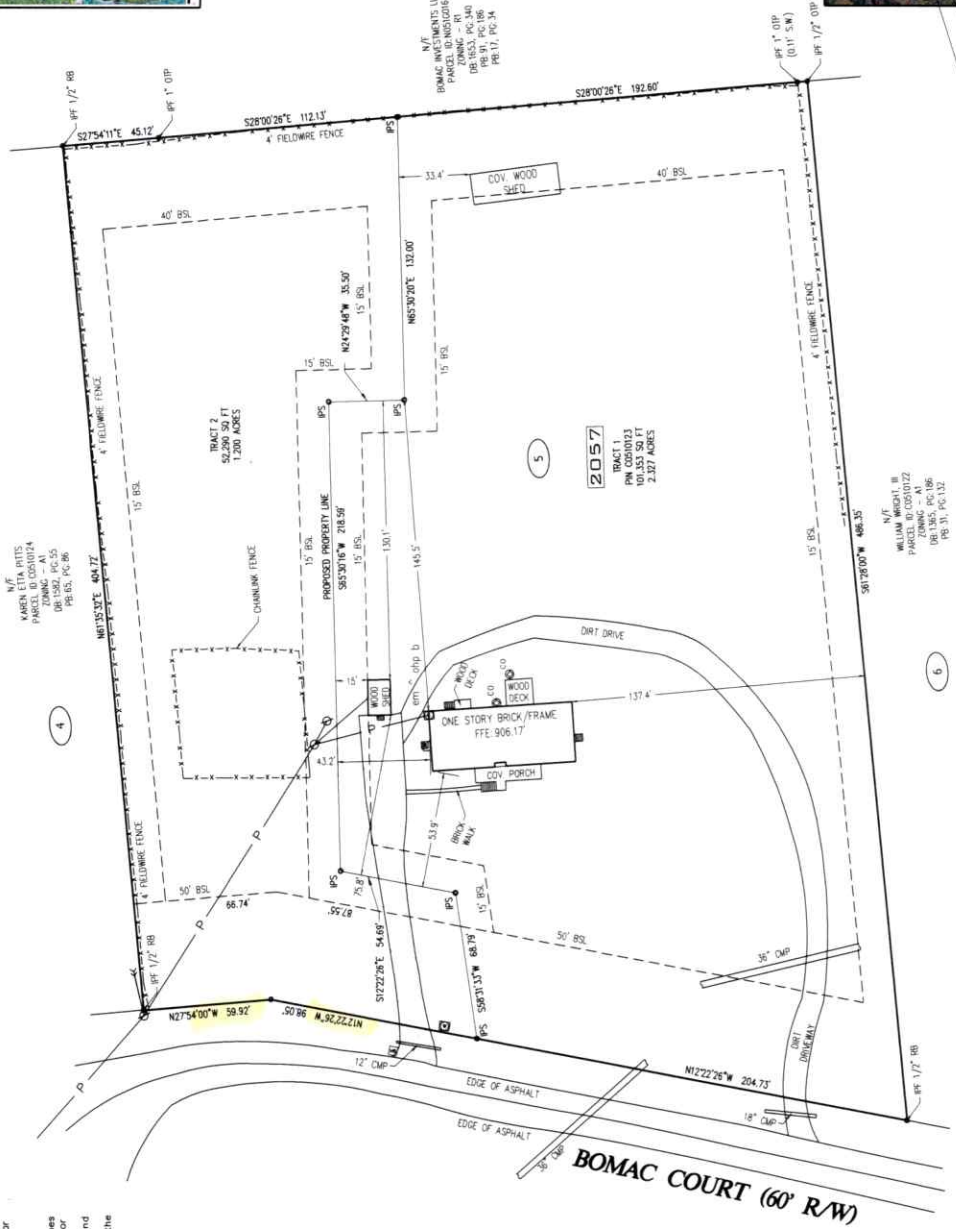


FLORIDA HAZARD NOTE: THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS DENIED BY FIRM MAP OF WALTON COUNTY, GEORGIA 132920025E EFFECTIVE DATE DECEMBER 8, 2016



LEGEND

- ESP EDGE OF PAVEMENT (CURB)
- PP POWER POLE
- R/W RIGHT OF WAY
- IPF IRON PIN (ROUND)
- IPF 1/2" REBAR SET
- SW SIDE WALK
- BNP BOLLARD
- OVH OVERHEAD POWER
- PH PRE HYDRANT
- CB CATCH BASIN
- WM WATER METER
- OV GAS VALVE
- DM GAS METER
- LP LIGHT POLE
- CONCRETE PAD
- TBX TELEPHONE MARKER
- AC AIR CONDITIONER UNIT
- MB MAIL BOX



2057 BOMAC COURT
LOGANVILLE, GEORGIA 30052

CLIENT	QUAY ALEXANDER
DATE	9/7/2022
JOB NUMBER	EXPT-1-567
FILE NAME	2057 BOMAC COURT EXEMPTION RT
SHEET NUMBER	1 of 1
DESIGNED BY	LAR
SCALE	1" = 40'
GRAPHIC SCALE - IN FEET	0 20 40 60 80 100 120
EXEMPTION PLAT FOR 2057 BOMAC COURT LOGANVILLE, GEORGIA 30052	
LAND LOT 179 - G.M.D. 417, WALTON COUNTY, GEORGIA	
REVIS (D N S)	
LAR	1
COMMENTS	2
3	
4	
5	

Copyright © 2021. These drawings and their reproductions are the property of KeyStone Land Surveying, Inc. and shall not be used in any way without the written permission of this surveyor.

KEYSTONE LAND SURVEYING, INC.
162 EAST OGDEN STREET - SUITE F
LOGANVILLE, GEORGIA 30046
770.545.8700
www.keystonelandsurveying.com

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements herein. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

SURVEYOR'S CERTIFICATION:
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

SIGNED: DATE: 09-07-2022
PRINT SURVEYOR'S NAME AND LICENSE NUMBER: PATRICK F. CAREY #8077

APPROVAL FOR RECORDING:
THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS PLAT, MAP, OR PLAN FOR FILING:
DATE: _____
WALTON COUNTY PLANNING AND DEVELOPMENT
DATE: _____

GENERAL NOTES:
1. This Plat has been prepared without consideration of any restrictions, easements or encumbrances that may exist on this plat. This plat is subject to any restrictions that may exist either written or unwritten.
2. The Surveyor does not take responsibility for absence or presence of any such utilities.
3. All easements and restrictions were found within 500 feet of this site.
4. This Plat has been prepared for the exclusive use of the person(s) or entities named herein.

WALTON COUNTY
ZONING: RT
FRONT SETBACK - 50'
SIDE SETBACK - 15'
REAR SETBACK - 40'

REZONING CASE NUMBER: Z22100022.0

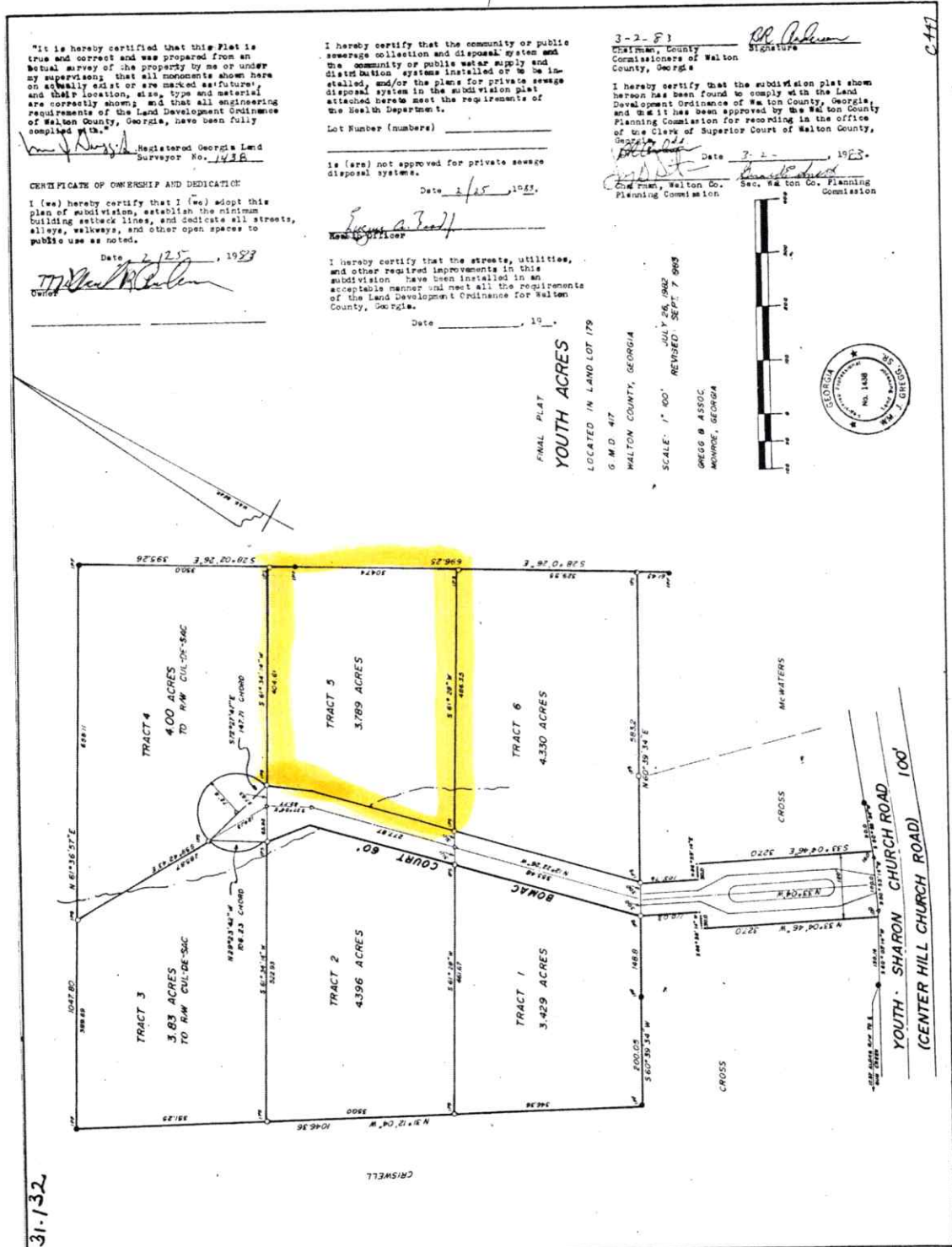
FIELD DATA:
DATE OF FIELD SURVEY: 8-4-22
THE CALCULATED POSITIONAL TOLERANCE BASED ON REDUNDANT LINEAR MEASUREMENTS OF THE SURVEYED POINTS WAS FOUND TO BE 0.06 FEET.

EQUIPMENT:
ELECTRONIC TOTAL STATION AND NETWORK GPS
SOLAR POWERED CHARTER ASSISTED GPS
SINUSOIDAL NETWORK - GPS/RTS

TOTAL AREA: 151,644 SQ. FT. 3,527 AC
AREA PER TAX RECORDS: 3,789 AC
TRACT 1: 101,353 SQ. FT. 2,327 AC
TRACT 2: 50,290 SQ. FT. 1,200 AC
CALCULATED PLAT CLOSURE: 1 FOOT IN 199,080 FEET
CALCULATED PLAT CLOSURE: 1 FOOT IN 194,798 FEET

SURVEY DATA:
SOURCE OF TITLE INFORMATION FOR SUBJECT PROPERTY: DB 1223 PG. 30
PROPERTY OWNER AT TIME OF SURVEY: MARY ALEXANDER
PARCEL NUMBER: C0301023

REFERENCE: PLAT BOOK 31 PG. 132
DEED BOOK 1223 PG. 397



COV DB 183/238
COV DB 188/78480

30th Sept 2022

To

Walton county Planning & Development
303 S Hammond Drive, Suite 98
Monroe, GA 30655
770/267/1319

Respected Sir / Madam

I Mrs Mary Alexander
Owner of Bomae court 2057 Loganville GA 30052.
Will not be able to be present for

Planning Comm. meeting date 3rd Nov 2022
and for Board of Comm Meeting Date 6th Dec 2022
at 6.00 p.m. It is OK with me if
my children attend/be present.

Thank You

Mary Alexander

30th Sept 2022



Walton County Planning and Development Department

303 S. Hammond Drive, Suite 98 – Monroe, GA 30655
Office: (770) 267-1485, Fax: (770) 267-1407

November 21, 2022

To: Chairman Thompson

From: Charna Parker
Director, Planning and Development

RE: City of Loganville

Annexation Request #1 dated 8-29-22
Applicant Split Silk Properties, LLC
5.84 acres located at Hwy 78
C0210016

Annexation Request #2 dated 7-29-22
Applicant Mark Myers
2.5 +/- acres located at 4746 Hwy 81
C0160006

Annexation #3 dated 7-29-22
Applicant Mark Myers
10.0 +/- acres located at 4746 Hwy 81
C0160006A

Proposed annexation requests are 100% Annexations, all in accordance with O.C.G.A. § 36-36-6 and § 36-36-9.



Planning & Development
 4303 Lawrenceville Road
 P.O. Box 39
 Loganville, GA 30052

Phone 770.466.2633

E-mail: tprater@loganville-ga.gov

Certified Mail # 7017 0660 0000 5999 9107

Date: 11.2.2022

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

Dear Commissioners:

Please be advised that the Planning and Development Department of the City of Loganville, Georgia, by the authority vested in the Mayor and the Council of the City of Loganville, Georgia by Article 2 of Chapter 36, Title 36, O.C.G.A., has accepted an application to annex the property hereinafter described.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Loganville, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9.

Enclosed is a copy of Annexation Case #A22-008 for approximately 5.84+/- acres Map & Parcel #C0210016 located at 4900 HWY 78 Loganville, GA 30052.

The Planning Commission will make a recommendation on Thursday, October 27th 2022 at 6:30 p.m. The City Council will discuss the case on Monday, December 5th 2022 at 6:30 p.m. and take action on Thursday, December 8th 2022 at 6:30 p.m.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Loganville, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Sincerely,

Tim Prater

Tim Prater, Director of Planning & Development



CITY OF LOGANVILLE
 Department of Planning & Development
 P.O. Box 39 • 4303 Lawrenceville Road
 Loganville, GA 30052
 770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: 8-29-22

Application # A22-008

REQUEST FOR ANNEXATION

A PETITION TO ANNEX PROPERTY INTO THE CITY OF LOGANVILLE, GEORGIA

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Split Silk Properties, LLC	NAME: Teresa King Needham
ADDRESS: P.O. Box 1725	ADDRESS: 4900 Hwy 78
CITY: Loganville	CITY: Loganville
STATE: GA Zip: 30052	STATE: GA Zip: 30052
PHONE: 678-439-1776	PHONE: _____
(*attach additional pages if necessary to list all owners)	
Applicant is: <input type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Attorney	
CONTACT PERSON: Jeff Timler PHONE: 678-439-1776	
EMAIL: splitsilkproperties@gmail.com FAX: _____	
PROPERTY INFORMATION	
MAP & PARCEL # <u>C0210016</u> PRESENT ZONING: <u>B2 & A2</u> (Separate rezoning request required)	
ADDRESS: <u>4900 Hwy 78 Loganville, GA 30052</u> COUNTY: <u>Walton</u> ACREAGE: <u>5.84</u>	
PROPOSED DEVELOPMENT: <u>Commercial/Retail Center</u>	

You must attach: ☐ Application Fee ☐ Legal Description ☐ Plat of Property ☐ Letter of Intent
☐ Names/Addresses of Abutting Property Owners

Pre-Application Conference Date: 8-29-22

Accepted by Planning & Development: [Signature] DATE: 8-29-22 FEE PAID: \$300.00

CHECK # _____ RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: _____ NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☒ Approve ☐ Approve w/conditions ☐ Deny ☐ No Recommendation

Commission Chairman: [Signature] DATE: 10/27/22

CITY COUNCIL ACTION: ☐ Approved ☐ Approved w/conditions ☐ Denied ☐ Tabled to _____
☐ Referred Back to Planning Commission ☐ Withdrawn

Mayor _____

City Clerk _____

Date _____

Application # A**Applicant's Certification**

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

[Signature]
Applicant's Signature

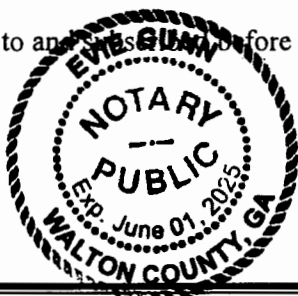
8/29/2022
Date

Jeff Timler, Owner-Split Silk Properties, LLC

Print Name and Title

Sworn to and subscribed before me this 29 day of August, 2022

(Seal)



[Signature]
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) X the owner of record of property contained in this application, and/or
b) X the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Teresa King Needham
Owner's Signature

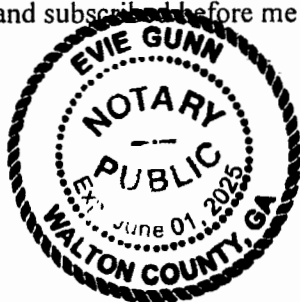
8-29-22
Date

Teresa King Needham

Print Name and Title

Sworn to and subscribed before me this 29 day of August, 2022.

(Seal)



[Signature]
Signature of Notary Public

CRICKET CURRENCY LLC
P O BOX 704
LOGANVILLE, GA 30052

HIGHWAY 81 LLC
P O BOX 2149
LOGANVILLE, GA 30052

FAHHAD INVESTMENTS LLC
5783 VANTAGE COURT
STONE MOUNTAIN, GA 30087

TRINITY PREP CAMPUS LLC
2213 COMMERCE DR
LOGANVILLE, GA 30052

RUSU ALEXANDRU
P O BOX 3433
LOGANVILLE, GA 30052

WENDELL GEIGER
P O BOX 324
LOGANVILLE, GA 30052

WALTON PLACE CONDOMINIUM
OWNERS ASSOCIATION
2900 BART JOHNSON RD
BUFORD, GA 30519

HUTTON LOGANVILLE GA ST LLC
C/O CARNETTS MANAGEMENT CO
1265 OAKBROOK DRIVE
NORCROSS, GA 30093

SPLIT SILK PROPERTIES, LLC.
P.O. BOX 1725
LOGANVILLE, GA 30052

August 29, 2022

Mr. Tim Prater
Department of Planning & Development
4303 Lawrenceville Road
Loganville, GA 30052

RE: Letter of Intent for rezoning and annexation, Tax Parcel C 0210016 (5.84 acres zoned B2 & A2)

Dear Mr. Prater:

The undersigned (the applicant) is representing Teresa and Danny Needham (the owners), who are seeking rezoning and annexation for the subject property. The property has been in the Needham family since the house was constructed in 1960. The intent of this application is to rezone & annex the 5.84 acres from the County designated zoning of B2 & A2 to the Loganville zoning of CH consistent with the properties that surround it.

The proposed annexation and zoning would allow the owners to market and sell the estimated \$10,000,000.00 project per the concept plan. As currently zoned, the property has little economic value and does not add to the aesthetics of the area. In terms of economic development, the City's tax base would benefit tremendously or a 1,600 percent increase from the current assessment of \$580,000.00. Since most of the infrastructure like water, sewer, roads are in place, there would be little if any additional impact upon city services. Traffic congestion is always a concern; however, most commercial businesses are built because of the existing market and existing traffic counts. This property having multiple (2-3) public road access points would also lessen any impact as customers would have multiple ingress and egress options that most properties in Loganville do not have. As you are aware, state law encourages the elimination of islands through annexation from a service delivery standpoint. Providing services to an unincorporated island can be problematic, especially for emergency services. Lastly, the 2017 Loganville Comprehensive Plan states, "Retail, office space, and highway-commercial uses, through small-scale neighborhood shops or offices may be desirable in certain spaces. Clearly this request is consistent with adjacent and nearby properties uses and meets the comprehensive plan intent. The plan goes on to state that "The vast majority of Loganville's workforce leaves the city for employment (94%), while 95% of jobs within the city belong to people commuting from elsewhere". Creating more jobs and services would increase more opportunities for existing residents and possibly require less trips outside the city for necessary retail and services.

SPLIT SILK PROPERTIES, LLC.
P.O. BOX 1725
LOGANVILLE, GA 30052

We feel that the proposed rezoning and annexation will be a great asset to the community and consistent with the corridor. Thank you for your time and consideration and please do not hesitate to contact me should you have any questions, comments, or concerns.

Sincerely,

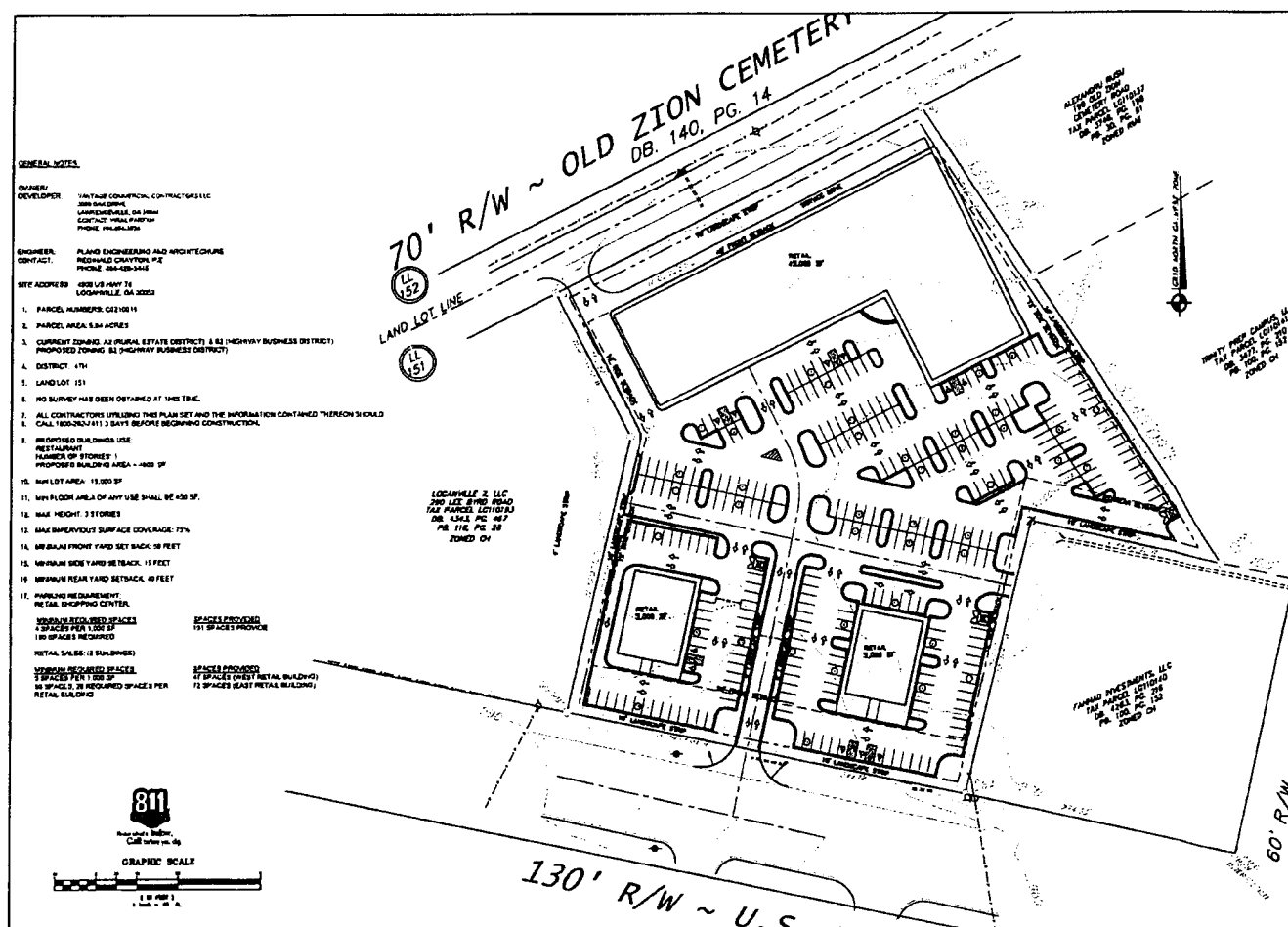
A handwritten signature in black ink, appearing to read 'Jeff Timler', with a stylized flourish at the end.

Jeff Timler

Split Silk Properties, LLC

PO Box 1725 Loganville, GA 30052

678-439-1776, splitsilkproperties@gmail.com



Legal Description:

All that 5.844 acres lying and being in Land Lot 151 of the 4th Land District of Walton County, Georgia, known as street number 4900 Highway 78 and being tax parcel C0210016 as shown on a Retracement Boundary Survey for Teresa King Needham, dated 9/5/2019, last revised 9/24/2020, prepared by Alcovy Surveying & Engineering, Inc. and being more particularly described as follows:

Commencing at the intersection of the westerly 60 foot right of way of Commerce Drive and the northerly 130 foot right of way of U. S. Highway 78 and running thence along the northerly 130 foot right of way of U. S. Highway 78 in a westerly direction 274.33 feet to a ½ inch rebar and the **Point of Beginning**, thence continuing along the northerly 130 foot right of way of U. S. Highway 78 North 78 degrees 17 minutes 09 seconds West a distance of 399.12 feet to a ½ inch rebar, thence leaving the aforesaid right of way, North 12 degrees 37 minutes 12 seconds East a distance of 277.62 feet to a ½ inch rebar, thence North 27 degrees 50 minutes 13 seconds West a distance of 159.47 feet to a ½ inch rebar on the southerly 70 foot right of way of Old Zion Cemetery Road, thence along the aforesaid right of way North 63 degrees 02 minutes 54 seconds East a distance of 401.10 feet to a ½ inch rebar, thence leaving the aforesaid right of way South 33 degrees 51 minutes 10 seconds East a distance of 200.00 feet to a 1 inch angle iron, thence South 33 degrees 45 minutes 09 seconds East a distance of 340.82 feet to a 1 inch open top pipe, thence North 77 degrees 24 minutes 31 seconds West a distance of 195.19 feet to a 4 inch square concrete monument, thence South 13 degrees 16 minutes 40 seconds West a distance of 275.19 feet to a ½ inch rebar on the northerly 130 foot right of way of U. S. Highway 78 and the **Point of Beginning**.



Planning & Development
 4303 Lawrenceville Road
 P.O. Box 39
 Loganville, GA 30052

Phone 770.466.2633

E-mail: tprater@loganville-ga.gov

Certified Mail # 7017 0660 0000 5999 9114

Date: 11.2.2022

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

Dear Commissioners:

Please be advised that the Planning and Development Department of the City of Loganville, Georgia, by the authority vested in the Mayor and the Council of the City of Loganville, Georgia by Article 2 of Chapter 36, Title 36, O.C.G.A., has accepted an application to annex the property hereinafter described.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Loganville, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9.

Enclosed is a copy of Annexation Case #A22-012 for approximately 2.5+/- acres Map & Parcel #C0160006 located at 4706 HWY 81 Loganville, GA 30052.

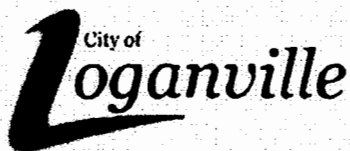
The Planning Commission will make a recommendation on Thursday, October 27th 2022 at 6:30 p.m. The City Council will discuss the case on Monday, December 5th 2022 at 6:30 p.m. and take action on Thursday, December 8th 2022 at 6:30 p.m.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Loganville, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Sincerely,

Tim Prater

Tim Prater, Director of Planning & Development



CITY OF LOGANVILLE
 Department of Planning & Development
 P.O. Box 39 • 4303 Lawrenceville Road
 Loganville, GA 30052
 770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: 07-29-2022

Application # A 22-012

REQUEST FOR ANNEXATION

A PETITION TO ANNEX PROPERTY INTO THE CITY OF LOGANVILLE, GEORGIA

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION*	
NAME:	Mark Myers	NAME:	Smith, Richard Byrd & Rodney Don
ADDRESS:	2130 Highway 81	ADDRESS:	(see attached)
CITY:	Loganville	CITY:	
STATE:	GA Zip: 30052	STATE:	Zip:
PHONE:	1-770-231-7444	PHONE:	
(*attach additional pages if necessary to list all owners)			
Applicant is: <input type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Attorney			
CONTACT PERSON: Mark Myers		PHONE: 1-770-231-7444	
EMAIL: mark.myers@myersteam.org		FAX: 1-770-554-6310	
PROPERTY INFORMATION			
PID: C0160006			
MAP & PARCEL #		PRESENT ZONING: <u>A2</u> (Separate rezoning request required)	
ADDRESS: 4706 HWY 81		COUNTY: <u>WALTON</u> ACREAGE: <u>2.54/-</u>	
PROPOSED DEVELOPMENT: <u>RETAIL SHOPS WITH ROAD ALIGNMENT AND OUTPARCELS</u>			

You must attach: ☒ Application Fee ☒ Legal Description ☒ Plat of Property ☒ Letter of Intent
☒ Names/Addresses of Abutting Property Owners

Pre-Application Conference Date: _____

Accepted by Planning & Development: _____ DATE: _____ FEE PAID: \$300.00

CHECK # _____ RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: _____ NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☐ Approve ☐ Approve w/conditions ☐ Deny ☐ No Recommendation

Commission Chairman: _____ DATE: _____

CITY COUNCIL ACTION: ☐ Approved ☐ Approved w/conditions ☐ Denied ☐ Tabled to _____
☐ Referred Back to Planning Commission ☐ Withdrawn

Mayor _____

City Clerk _____

Date _____

Application # A**Applicant's Certification**

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Mark Myers
Applicant's Signature

8-26-22
Date

Mark Myers Broker
Print Name and Title

Sworn to and subscribed before me this 26 day of Aug, 2022.

(Seal)



Marsha Harrell
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

✓ The undersigned hereby certifies that they are: (check all that apply)

- a) ☒ the owner of record of property contained in this application, and/or
b) ☐ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

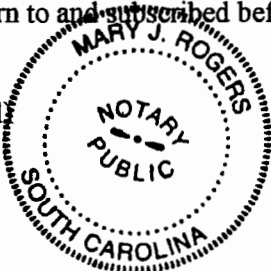
Paul K. Smith
Owner's Signature

8-22-22
Date

Richard B. Smith
Print Name and Title

Sworn to and subscribed before me this 22 day of August, 2022.

(Seal)



My Commission Expires
July 1, 2030
Mary J. Rogers

Mary J. Rogers
Signature of Notary Public

August 12, 2022

Mr. Tim Prater, Director Planning & Zoning
City of Loganville
City Hall
P.O. Box 39
Loganville, GA 30052

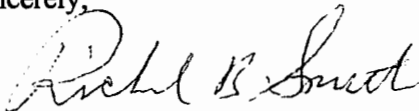
RE: Letter of Intent

Dear Mr. Prater,

It's my pleasure to announce my intention to have annexed into the City of Loganville the tract of land identified as Parcel #C0160006. This parcel, approximately 2.5 acres, is currently zoned A2 and is located on the north side of the city, near the intersections of Winder Road (State Highway 81)/Rock Road and Hwy 81/Lee Boyd Road.

Also, we intent to make application for rezoning of the parcel to be made from residential/agricultural land to CH commercial/highway usage

Sincerely,



Richard Byrd Smith
100 Christy Marie Lane
Piedmont, SC 29673

864 666-0803
747express@gmail.com

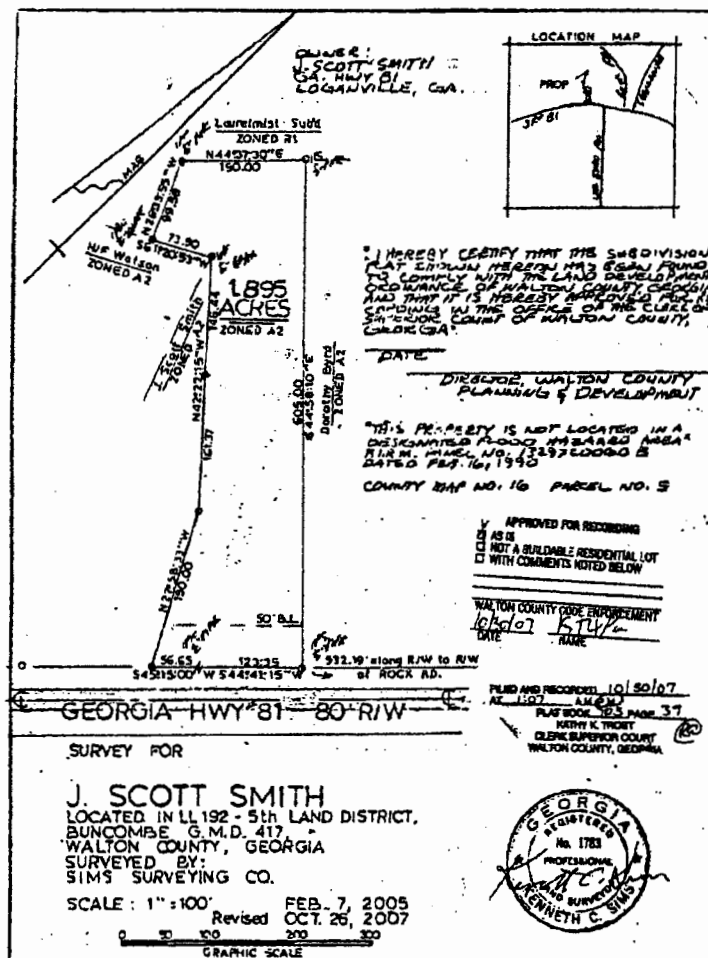
PROPERTY OWNERS FOR PARCEL ID" C0160006

Richard Byrd Smith
100 Christy Marie Lane
Piedmont, SC 29673

Phone:864 666-0803

Rodney Don Smith
113 Sherman Court
Piedmont, SC 29673

Phone:770 337-7639



Recorded 04/16/2018 02:49PM

Deed

KATHY K. TROST

Doc: WD

WALTON COUNTY CLERK OF COURT

Georgia Transfer Tax Paid : \$0.00

Bk 04216

Pg 0237-0238

LAW OFFICES OF THOMAS C. BRISSEY, ATTORNEY-AT-LAW, 1010 East North Street, Ste. C-3,
GREENVILLE, SOUTH CAROLINA 29601

STATE OF SOUTH CAROLINA) TITLE TO REAL ESTATE
COUNTY OF WALTON) NO TITLE EXAMINATION

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ANNIE BROWN, in the State aforesaid, with One (\$1.00) Dollar and no other consideration have granted, bargained, released, and by these presents do grant, bargain, sell and release unto J. SCOTT SMITH, his heirs and/or assigns forever all my right, title and interest in the following described property:

Grantees Address: 141 Knox Landing Drive
Seneca, South Carolina 29672

ALL that tract or parcel of land lying and being in Land Lot 192, 5th Land District, Buncombe G.M.D. 417 in Walton County, Georgia described in that plat or survey dated February 7, 2005, revised October 26, 2007 by Kenneth Sims, Registered Land Surveyor No. 1783 and recorded in Plat Book 103 at Page 39 in the deed records of Walton County, Georgia.

THIS being the same property conveyed to Annie Brown by deed of J. Scott Smith on November 6, 2007 and recorded in the Register of Deeds Office for Walton County, Georgia in Deed Book 03069 at Page 0410 on July 31, 2009.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the Grantee and Grantee's Heirs/Successors and Assigns forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto Grantee and Grantee's Heirs/Successors and Assigns against Grantor and Grantor's Heirs against every person whomsoever

Exhibit "A"

All the Estate's one-half (1/2) undivided right, title, interest and equity in and to the following:

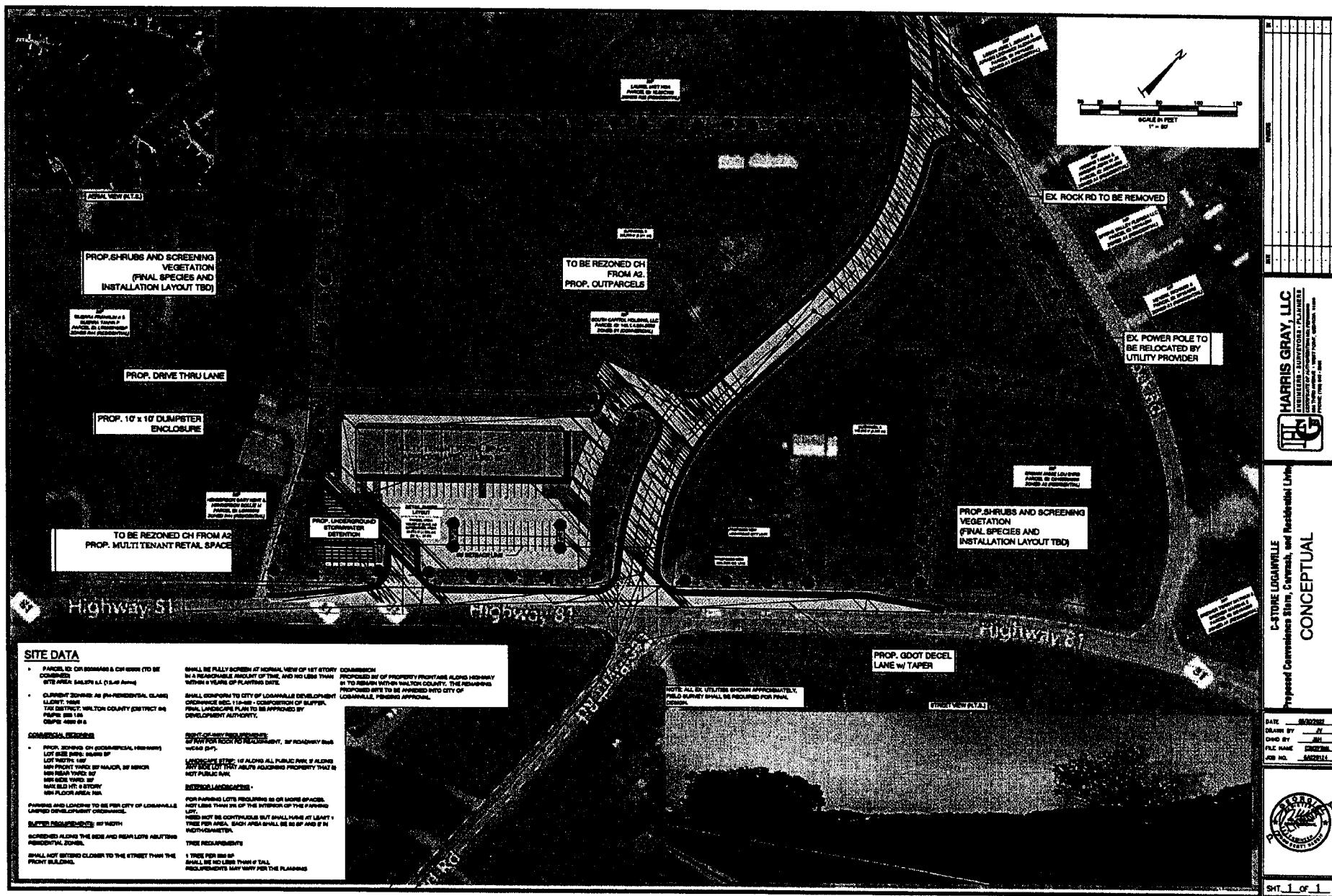
All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, Buncombe GMD 417, containing 10.595 acres, more or less, according to a plat of survey entitled "Survey for Dorothy Byrd", dated February 6, 2006, prepared by Sims Surveying Company, Certified by Kenneth C. Sims, Georgia Registered Land Surveyor No. 1783, recorded in Plat Book 98, page 138, Clerk's Office, Walton County Superior Court. Reference to said survey is hereby made and the same is incorporated herein for a more complete description of the property conveyed.

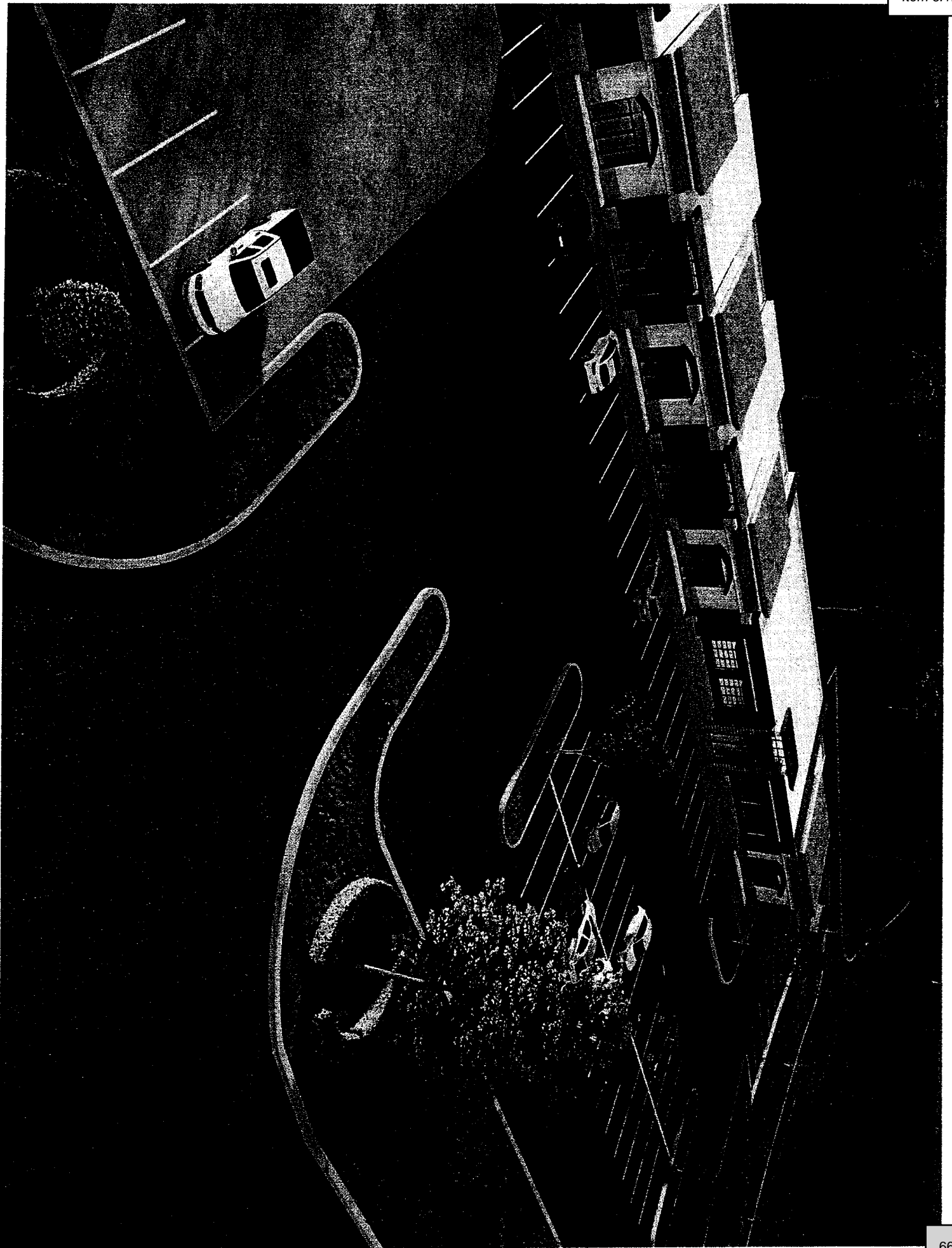
This being the real property commonly known as 4746 Hwy 81, according to the present system of numbering properties in Walton County, Georgia.

Tax Parcel ID No. C0160006A00

Being the same property conveyed to the grantor herein by Warranty Deed dated January 11, 2008, recorded in Deed Book 3301, page 481, Walton County, Georgia records.

R. M. B.





August 12, 2022

Mr. Tim Prater, Director Planning & Zoning
City of Loganville
City Hall
P.O. Box 39
Loganville, GA 30052

RE: Letter of Intent

Dear Mr. Prater,

It's my pleasure to announce my intention to have annexed into the City of Loganville the tract of land identified as Parcel #C0160006. This parcel, approximately 2.5 acres, is currently zoned A2 and is located on the north side of the city, near the intersections of Winder Road (State Highway 81)/Rock Road and Hwy 81/Lee Boyd Road.

Also, we intent to make application for rezoning of the parcel to be made from residential/agricultural land to CH commercial/highway usage

Sincerely,



8-16-22

Rodney Don Smith
113 Sherman Court
Piedmont, SC 29673

770 337-7639
smithbodi@gmail.com

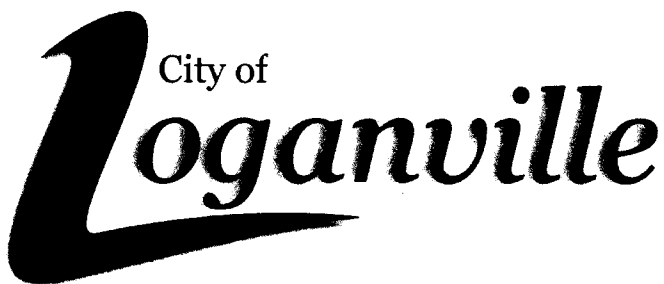
NL09C108
LAUREL MIST HOMEOWNERS
ASSOCIATION INC

C0160006A00
PEGGY BYRD
4255 EDDIE BYRD LANE
LOGANVILLE, GA 30052
DONALD MINSK
1801 PEACHTREE STREET
ATLANTA, GA 30309

LG090019
HENDERSON GARY KENT &
HENDERSON DOLLIE M
620 GEORGIA HIGHWAY 81
LOGANVILLE, GA 30052

LG090016
GUERRA FRANKLIN A &
GUERRA TANYA P
606 WINDER HIGHWAY
LOGANVILLE, GA 30052

GARCIA MARTIN JR
944 LEE BYRD RD
LOGANVILLE, GA 30052



Planning & Development
 4303 Lawrenceville Road
 P.O. Box 39
 Loganville, GA 30052

Phone 770.466.2633

E-mail: tprater@loganville-ga.gov

Certified Mail # 7017 0660 0000 5999 9121

Date: 11.2.2022

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

Dear Commissioners:

Please be advised that the Planning and Development Department of the City of Loganville, Georgia, by the authority vested in the Mayor and the Council of the City of Loganville, Georgia by Article 2 of Chapter 36, Title 36, O.C.G.A., has accepted an application to annex the property hereinafter described.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Loganville, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9.

Enclosed is a copy of Annexation Case #A22-014 for approximately 10.0+/- acres Map & Parcel #C0160006A00 located at 4746 HWY 81 Loganville, GA 30052.

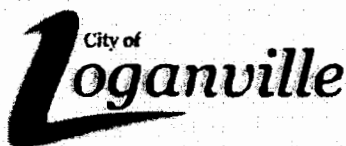
The Planning Commission will make a recommendation on Thursday, October 27th 2022 at 6:30 p.m. The City Council will discuss the case on Monday, December 5th 2022 at 6:30 p.m. and take action on Thursday, December 8th 2022 at 6:30 p.m.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Loganville, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Sincerely,

Tim Prater

Tim Prater, Director of Planning & Development



CITY OF LOGANVILLE
 Department of Planning & Development
 P.O. Box 39 • 4303 Lawrenceville Road
 Loganville, GA 30052
 770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: 07-29-2022

Application # A 22-014

REQUEST FOR ANNEXATION

A PETITION TO ANNEX PROPERTY INTO THE CITY OF LOGANVILLE, GEORGIA

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION*	
NAME:	Mark Myers	NAME:	Peggy Byrd and Donald Minsk
ADDRESS:	2130 Highway 81	ADDRESS:	(see attached)
CITY:	Loganville	CITY:	
STATE:	GA Zip: 30052	STATE:	Zip:
PHONE:	770-554-7230	PHONE:	
(*attach additional pages if necessary to list all owners)			
Applicant is: <input type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Attorney			
CONTACT PERSON: Mark Myers		PHONE: 770-554-7230	
EMAIL: <u>mark.myers@myersteam.org</u>		FAX: _____	
PROPERTY INFORMATION			
PID: C0160006A00			
MAP & PARCEL # _____		PRESENT ZONING: <u>A2</u> (Separate rezoning request required)	
ADDRESS: <u>4746 HWY 81</u>		COUNTY: <u>WALTON</u>	ACREAGE: <u>10.0 +/-</u>
PROPOSED DEVELOPMENT: <u>RETAIL SHOPS WITH ROAD ALIGNMENT AND OUTPARCELS</u>			

You must attach: ☒ Application Fee ☒ Legal Description ☒ Plat of Property ☒ Letter of Intent
☒ Names/Addresses of Abutting Property Owners

Pre-Application Conference Date: _____

Accepted by Planning & Development: _____ DATE: _____ FEE PAID: \$300.00

CHECK # _____ RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: _____ NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☐ Approve ☐ Approve w/conditions ☐ Deny ☐ No Recommendation

Commission Chairman: _____ DATE: _____

CITY COUNCIL ACTION: ☐ Approved ☐ Approved w/conditions ☐ Denied ☐ Tabled to _____
☐ Referred Back to Planning Commission ☐ Withdrawn

Mayor _____

City Clerk _____

Date _____

Application # A**Applicant's Certification**

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

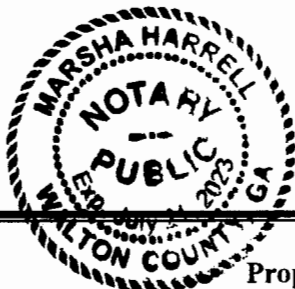
Mark Myers
Applicant's Signature

8-24-22
Date

Mark Myers - Broker
Print Name and Title

Sworn to and subscribed before me this 26 day of August, 2022.

(Seal)



Marsha Harrell
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) ☐ the owner of record of property contained in this application, and/or
 b) ☒ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

NULEY CONTRACTING Co Inc
Owner's Signature

AUG 11 2022
Date

Douglas Mince
Print Name and Title
PRESIDENT

Sworn to and subscribed before me this 11 day of August, 2022.

(Seal)



[Signature]
Signature of Notary Public

August 12, 2022

Mr. Tim Prater, Director Planning & Zoning
City of Loganville
City Hall
P.O. Box 39
Loganville, GA 30052

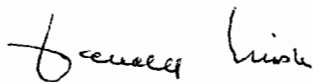
RE: Letter of Intent

Dear Mr. Prater,

It's my pleasure to announce my intention to have annexed into the City of Loganville the tract of land identified as Parcel #C0160006A00. This parcel, approximately 10.0 acres, is currently zoned A2 and is located on the north side of the city, near the intersections of Winder Road (State Highway 81)/Rock Road and Hwy 81/Lee Boyd Road.

Also, we intent to make application for rezoning of the parcel to be made from residential/agricultural land to CH commercial/highway usage

Sincerely,



Donald Minsk
1801 Peachtree Street
Atlanta, GA 30309

404 803-5205
dminsk@bmmcpa.com

PROPERTY OWNERS FOR PARCEL ID" C0160006A00

Peggy Byrd
4255 Eddie Byrd Lane
Loganville, GA 30052

Phone:770 466-4905 and 404 308-6057

Donald Minsk
1801 Peachtree Street
Atlanta, GA 30309

Phone:404 803-5205

Y THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN
LY WITH THE LAND DEVELOPMENT ORDINANCE OF WALTON
91A AND THAT IT IS HEREBY APPROVED FOR RECORDING IN
THE CLERK OF SUPERIOR COURT OF WALTON COUNTY, GEORGIA.

DIRECTOR, WALTON COUNTY
PLANNING & DEVELOPMENT

Y IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA
NO. 13297CO060 B DATED FEB. 16, 1990

U 16 PARCEL NO. 5

D
191
GEORGIA

APPROVED FOR RECORDING
AS IS
NOT A BUILDABLE RESIDENTIAL LOT
WITH COMMENTS NOTED BELOW

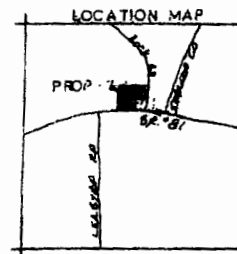
WALTON COUNTY CODE ENFORCEMENT

2/8/06
DATE NAME

N 44°37'30"E
697.98

10.595
ACRES
ZONED A2

FILED AND RECORDED 2/8/06
AT 9:53 A.M.
PLAT BOOK 98 PAGE 138
KATHY K. TROST
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA



barn



Rodney Don Smith
ZONED A2

1.5 ACRES

GEORGIA HWY 81 80' R/W

SURVEY FOR

DOROTHY BYRD
LOCATED HILLS 192 - 5th LAND DISTRICT,
BUNCOMBE G.M.D. 417
WALTON COUNTY, GEORGIA
SURVEYED BY:
SIMS SURVEYING CO.

SCALE: 1" = 100' FEB. 6, 2006

0 50 100 200 300
GRAPHIC SCALE



3-~~4~~
JM
WOW
*

Return to:
Preston & Malcom, P. C.
Attorneys At Law
110 Court Street
Post Office Box 984
Monroe, GA 30655
File No.: 82.2204

BK: 4680 PG: 18-20
Filed and Recorded
Sep-21-2020 02:59:26PM
DOC#: 02020-013372
Real Estate Transfer Tax \$0.00
1472020003465

Karen P. David
CLERK OF SUPERIOR COURT Walton County GA.

DEED OF ASSENT
NTC/RPP

STATE OF GEORGIA

COUNTY OF WALTON

WHEREAS, Neal Byrd a/k/a Eddie Neal Byrd died a resident of Walton County, Georgia, on the 23rd day of June, 2020, leaving a Last Will and Testament which has been probated in Solemn Form in said County at the July Term, 2020 of the Probate Court thereof; and

WHEREAS, under the terms of said Will the property described in Exhibit "A" was devised to Peggy McMichael Byrd herein; and

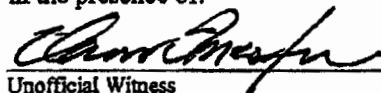
WHEREAS, the undersigned duly qualified as Executrix of the Estate of Neal Byrd a/k/a Eddie Neal Byrd, is now administering the estate under the term of said Will; and it has been determined that all debts and claims against the estate have been fully paid or ample funds remain on hand to pay the same.

NOW, THEREFORE, the undersigned as Executrix of the Will of the said Neal Byrd

a/k/a Eddie Neal Byrd, hereby assents to the devise of said property under the terms of said Will so that the title thereto is now vested in the said Peggy McMichael Byrd, as provided in said Will.

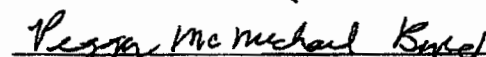
WITNESS her hand and seal, this the 15 day of September, 2020.

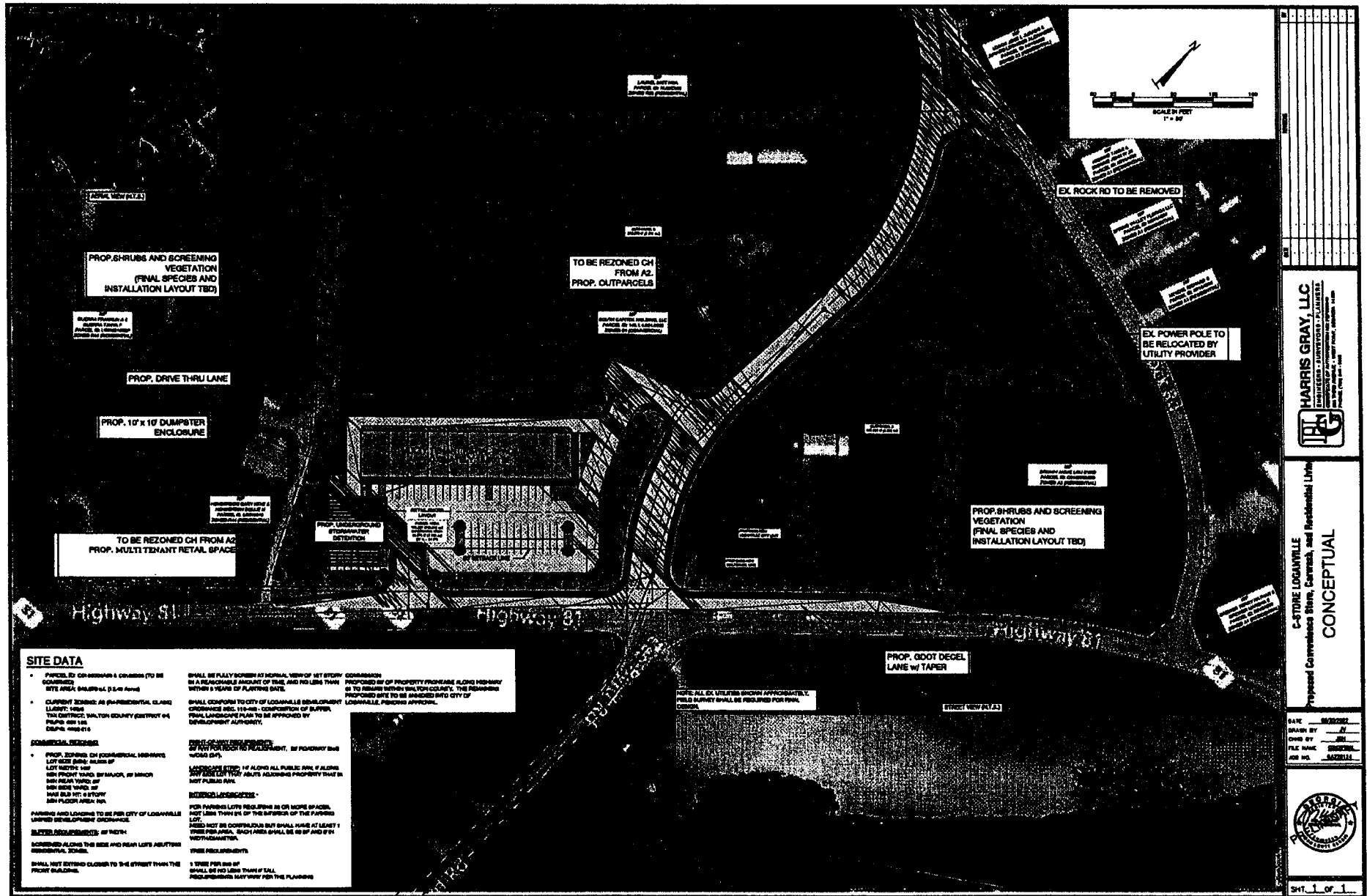
Signed, sealed and delivered
in the presence of:

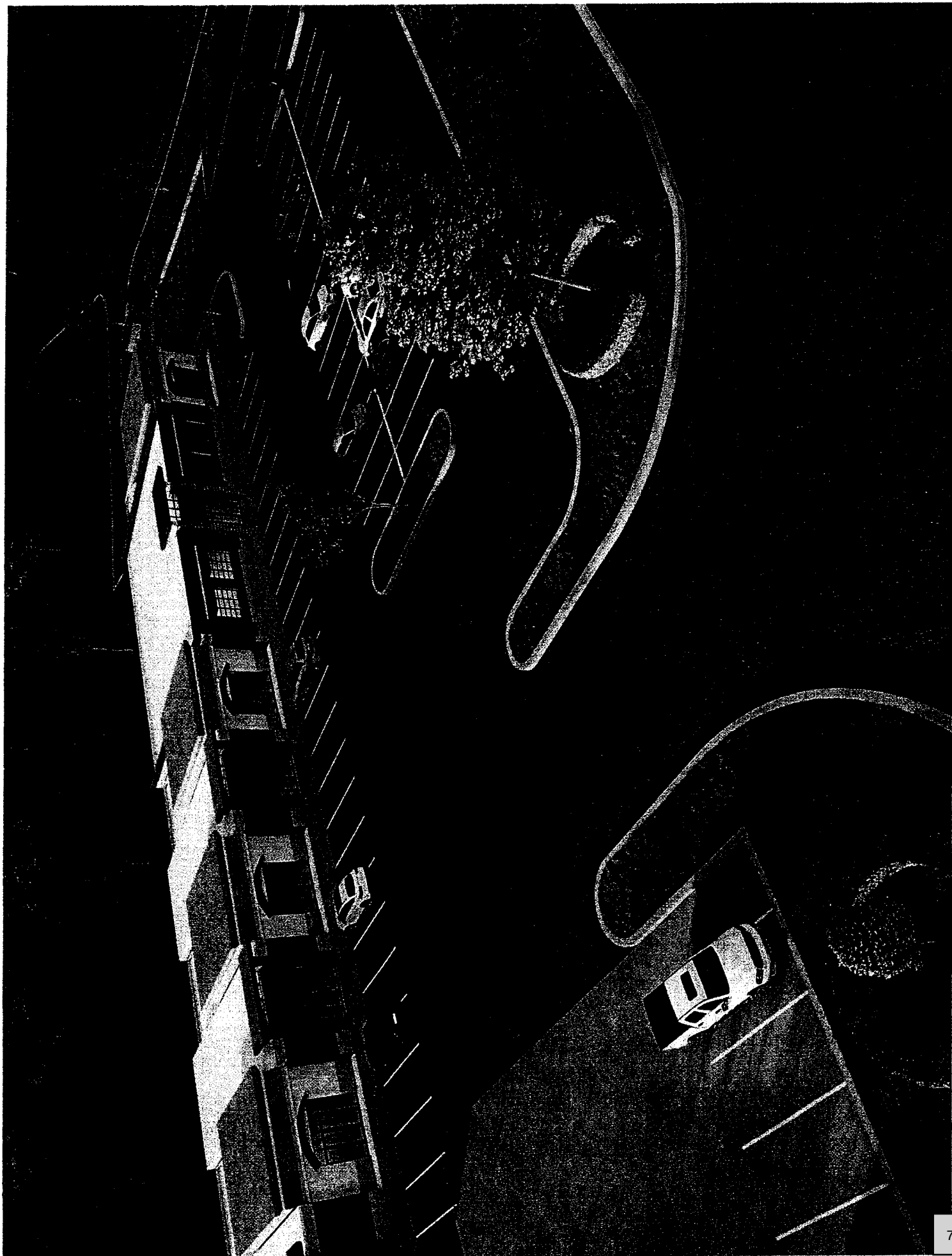

Unofficial Witness


Notary Public




PEGGY MCMICHAEL BYRD, as Executrix
Under the Last Will and Testament of Eddie Neal
Byrd, deceased, late of Walton County





NL09C108
LAUREL MIST HOMEOWNERS
ASSOCIATION INC

C0160006
SMITH SCOTT J
113 SHERMAN COURT
PIEDMONT, SC 29673

C0160005B00
SMITH RICHARD BYRD &
100 CHRISTY MARIE LANE
PIEDMONT, SC 29673
SMITH RODNEY DON
113 SHERMAN COURT
PIEDMONT, SC 29673

N016A005
MENDEL RICHARD S
3503 ROCK RD
LOGANVILLE, GA 30052-3748

N016A004
SPRING VALLEY FLORIDA, LLC
3825 MOUNT PARON CHURCH ROAD
SOCIAL CIRCLE, GA 30025

N016A003
HIGGINS TAMMI &
HIGGINS JOHN W JR
3523 ROCK RD
LOGANVILLE, GA 30052-2302

NL09B008
KASSIM KABIRU
408 ARMOR DRIVE
LOGANVILLE, GA 30052

NL09B007
REESE PATRICK A &
REESE JENNIFER BROOKS
410 ARMOR DR
LOGANVILLE, GA 30052

NL09B006
PROGRESS RESIDENTIAL BORROWER 3 LLC
5690 W CYPRESS ST #5690D
TAMPA, FL 336071744

C0160011

HUGHES CHARLES &
HUGHES MARTHA
4743 GEORGIA HIGHWAY 81
LOGANVILLE, GA 30052

November 1, 2022

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, November 1, 2022, 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, Assistant County Clerk Patrice Broughton, Assistant Human Resources Director Andrea Taylor, District Attorney Randy McGinley, Facilities Director Hank Shirley, Finance Director Milton Cronheim, Planning Director Charna Parker, 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.

PRESENTATIONS

DeDe Harris gave a presentation on Mental Health in Walton County. Randy McGinley also spoke about Mental Health in the judicial system. Both DeDe and Randy presented a resolution to form a mental health task force in Walton County.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:21 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

***Motion:** Commissioner Shelnett made a motion to adopt the agenda. Commissioner Banks seconded the motion. The motion carried unanimously.*

PROCLAMATIONS

The Board of Commissioners proclaimed November 6, 2022, as Retired Educators Day in Walton County.

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendation.

Approval of Z22080022 - Rezone 146.13 acres from R1OS to A1 - Applicant/Owner: Alcovy River LLC - Property located at 7059 Hwy. 81/Double Springs Rd. - Map/Parcel C0580027 - District 1

Chairman Thompson opened the public hearing on the matter. Larry Covington spoke in favor of the rezone. There was no one present to speak in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Warren made a motion to approve the rezone. Commissioner Bradford seconded the motion; voted, and carried unanimously.

Planning Director Charna Parker presented the Planning Commission recommendation.

Approval with conditions - Z22090001 - Rezone 92.012 acres from A1 to R1OSC - Applicant/Owner: Reliant Homes GA LLC - Property located at Broadnax Mill Rd./Marce Camp Rd. - Map/Parcel C0480050 & 0053–District 1

Recommended Conditions: 1) Developer to add a restriction into the Covenants that no more than 20% of the homes in the subdivision be rented at any one time, 2) landscape buffers to be added to the public right of way where there are no existing trees, 3) upon final determination of subdivision entrance, address possibility of additional screening, turn lane, etc.

Planning Director Charna Parker spoke on behalf of the applicant, Ned Butler, and asked to table the rezone until 12/06/22.

Chairman Thompson opened the public hearing on the matter. No one spoke in favor or against the rezone. Chairman Thompson closed the public hearing.

Motion: Commissioner Warren made a motion to table the rezone until 12/6/2022. Commissioner Banks seconded the motion. The Board voted and carried unanimously.

Planning Director Charna Parker presented the Walton County Land Development Ordinance amendment.

Approval of OA22080002 - Amendment to Walton County Land Development Ordinance per Errata Sheet dated 09/01/2022

Motion: Commissioner Dixon made a motion to approve the amendment of the Walton County Land Development Ordinance; Adams seconded, voted, and carried unanimously.

ORDINANCE

Amendments to Chapter 10 of the Code of Ordinances (Animal Control)

Motion: Commissioner Adams made a motion, seconded by Commissioner Bradford to adopt and approve the amendments to Chapter 10 of the Code of Ordinances. All voted in favor.

ADMINISTRATIVE CONSENT AGENDA

1. Approval of October 4, 2022, Meeting Minutes
2. Contracts & Budgeted Purchases of \$5000 or Greater
3. Declaration of Surplus Property
4. ACCG Group Health Benefits Program - Group Adoption Agreement
5. LOR 2022 #297-10-2022 Update Routes - City of Social Circle

6. Agreement - Offender Supervision Services - Georgia Probation Management
7. Engagement Letter - Bingham Arbitrage Rebate Services - WCWSA Revenue Bonds/HLC Reservoir Project Series 2016
8. VOCA Grant Renewal - District Attorney's Office
9. VOCA Grant Renewal - Victim Compensation Advocate - District Attorney's Office

Motion: Commissioner Adams made a motion to approve the Administrative Consent Agenda. Commissioner Shelnett seconded the motion, and all voted in favor.

RESOLUTIONS

Project Length Budget for 2023 Resurfacing Projects and Budget Amendment

Motion: Commissioner Banks made a motion, seconded by Commissioner Shelnett, to adopt and approve the Resolution for FY23 Budget Amendments. All voted in favor.

Mental Health Task Force

Motion: Commissioner Warren made a motion to approve and adopt the Resolution. Commissioner Dixon seconded the motion, and all voted in favor.

HUMAN RESOURCES

Agreement - One to One Health - Employee Health Clinic

Motion: Commissioner Bradford made a motion to approve the agreement. Commissioner Adams seconded. All voted in favor.

CONTRACTS

Donation of Right of Way - E. Spring and N. Lumpkin to City of Monroe/Streetscape Project

John Ward explained that the City of Monroe needed 40 sq. ft. of right-of-way for their sidewalk/streetscape project.

Motion: Commissioner Dixon made a motion, seconded by Commissioner Adams, to approve the contract. The motion carried five to one, with Commissioner Banks opposing.

ACCEPTANCE OF BIDS/PROPOSALS

Proposals - Generators and Installation

Motion: Commissioner Shelnett made a motion to accept the proposal for emergency generators. Commissioners Banks seconded. All voted in favor.

APPOINTMENTS

Walton County Board of Tax Assessors

Motion: *Commissioner Adams made a motion to appoint Bobby Garrison to the Walton Co. Board of Tax Assessors. Commissioner Bradford seconded the motion; voted, and carried unanimously.*

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update to the Board on the reconstruction of the Good Hope Fire Station, South Walton Walking Trails, Courthouse Annex I, Historic Courthouse Renovations, Ag Center Renovations, and the Employee Health Center.

Proposal to change January 3, 2023 meeting to January 10, 2023

Chairman Thompson asked the Board to consider changing the January meeting date because of the holidays.

Motion: *Commissioner Warren made a motion to change the January meeting date from January 3, 2023, to January 10, 2023. Commissioner Adams seconded. All voted in favor.*

ADJOURNMENT

Motion: *Commissioner Adams made a motion, seconded by Commissioner Shelnutt, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:52 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

PATRICE BROUGHTON, ASSISTANT COUNTY CLERK

November 8, 2022

The Walton County Board of Commissioners held a special called meeting on Tuesday, November 8, 2022 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, 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 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

DISCUSSION

Local Option Sales Tax Mediation Report and possible action

Chairman Thompson presented an update on the Local Option Sales Tax mediation with the Cities of Monroe, Loganville, Social Circle and Walnut Grove. The Chairman presented a review of the Local Option Sales Tax which must be renewed before December 31, 2022 or it will expire. After several meetings and mediation, the County has been unable to negotiate a fair and equitable distribution. The Chairman stated he was standing strong for Walton County because he took an oath to protect the welfare and best interest of the entire County and not just the Cities and that the County is following the criteria set forth by the General Assembly. He further stated, it is time to take a stand for the County. The following spoke on behalf of their city: City Manager Danny Roberts, City of Loganville, City Manager Eric Taylor, City of Social Circle, Mayor of Walnut Grove Mark Moore and City Councilman Bill Duvall, City of Loganville.

Motion: *Chairman Thompson made a motion to offer of a flat distribution, 72% County, 28% Cities or a progressive scale for years 1 and 2 – 69% County, 31% Cities, years 3 and 4 – 70% County, 30% Cities, years 5 and 6 – 72% County, 28% Cities and years 7 through 10 – 74% County, 26% Cities. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnett and Adams voted in favor. Commissioners Bradford and Dixon opposed the motion. The motion carried 5-2.*

Motion: *Commissioner Warren made a motion to give the Chairman the authority to sign the Georgia Department of Revenue form should the Cities agree. Commissioner Adams seconded the motion. All voted in favor.*

ADJOURNMENT

Motion: Commissioner Adams made a motion, seconded by Commissioner Dixon, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:51 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

December 6, 2022

Department	Fund	Description	Payee	Amount
Budget Year FY 23				

Various

	100	Supplemental Employee and Paid Voluntary Ins - 12/01/2022-12/31/2022 - For the Record	One America	\$32,076.98
Various		Replenish Funds in Worker's Comp Trust - October 2022 - For the Record	Walton County BOC	\$44,696.00
	100	January 2023 Monthly	Monroe Auto Supply, Inc	\$8,500.00
	100	225/60R18 Tires (100)	Bestdrive LLC	\$13,367.00
	100	Postage Ascom	Postmaster	\$30,000.00

Other Finance

9610	610	Replenish Funds in Health Benefits Trust - For the Record	Walton County BOC	\$500,000.00
	610	Monthly Guarantee Fee - November 2022 - For the Record	Veracity Benefits	\$6,936.00

Board of Commissioners

1110	100	Lobbying Services - October 2022	Holland & Knight, LLP	\$17,500.00
------	-----	----------------------------------	-----------------------	-------------

Elections

1401	100	Temp Payroll & Early Voting 10/30/2022 ; General Election 11/8/2022	Chase Staffing	\$26,471.26
	100	Absentee/Emergency/Provisional Ballots for General Election 11/8/2022	Tattnall Ballot Solutions	\$9,369.07
	100	Temp Payroll & Election Day 11/13/2022 ; General Election 11/8/2022	Chase Staffing	\$54,559.57
	100	Temp and Early Voting Payroll 11/6/2022	Chase Staffing	\$24,116.89
	100	Temp and Early Voting Payroll 10/6/2022	Chase Staffing	\$27,891.52

Finance Administration

1510	100	LOST Consulting - Hours , Mileage and Travel	Eaves Consulting Group LLC	\$2,004.86
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Data Processing/MIS

	1535	100	Google Workspace Email Enterprise	Shi International Corp	\$70,200.00
GIS					
	1537	100	Consulting and Parcel maintenance with CUVA/FLPA	GIS1, LLC	\$5,632.00
Human Resources					
	1540	100	Premium for December 2022 Coverage	Anthem Blue Cross	\$7,990.81
		100	Quarterly Invoice for Employee Assistance Program - January thru March 2022	CorpCare Associates, Inc	\$6,270.00
Gen Gov BLDGS					
	1565	100	Access Controls SSA 2022-2023 to Add/Upgrade System	Stanley Security	\$5,801.42
		100	Historic Courthouse - Service Plumbing-Repair & Labor	HVH Mechanical	\$7,870.78
Judicial BLDG - SPLOST 2019					
	1565.19	323	New Extension Office - Asphalt	E.R. Snell	\$15,000.00
		323	New Extension Office - Gab	Hanson Aggregates	\$7,000.00
RDC Fees					
	1595	100	Per Capita Assessment Dues/NACo Dues	ACCG	\$12,346.21
Clerk of Superior Court					
	2180	100	Jury Fees	Clerk, Walton Superior Court	\$25,000.00
Juvenile					
	2600	100	Indigent Defense	The Awe Law Firm, LLC	\$5,986.50
Jail					
	3325	100	Inmate Supplies - Mattress, Sandals, Tumblers, Jumpsuits, Blankets	Bob Barker Company, Inc	\$9,414.20
		100	Inmate Meals 10/2/2022 - 10/31/2022	Kimbles Food's	\$57,590.48
		100	Inmate Medical - January 2023	Correct Health	\$111,298.55
		100	Inmate Medical - December 2022	Correct Health	\$111,298.55
		100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$57,432.25
		100	Monitoring and Activation for Ankle Monitoring -October 2022	Joe Ray Bonding	\$16,305.00

Sheriff

3300	100	Trijicon RMR - For Civil Division (29)	Atlanta Rifleworks, LLC	\$13,039.56
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Fire Admin - SPLOST 2019

3510.19	323	2022 Chevrolet 1500 Silverado Crew Cab	Maxie Price Chevrolet	\$44,000.00
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Fire Fighting

3520.270	270	Gaskets, Oil Seal, Labor, Repair & Travel	Cummins Sales and Service	\$6,369.08
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	270	Gaskets, Cylinder Head, Labor & Repair	Cummins Sales and Service	\$25,508.22
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Fire Fighting - SPLOST 2019

3520.19	323	Chevy Silverado Crew Cab (6), Lights, (6), Labor, Wire and Installation	West Chatham Warning Devices	\$20,111.29
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	323	2022 Chevrolet 1500 Silverado (2)	Maxie Price Chevrolet	\$88,000.00
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EMS

3610	531	Ambulance Billing - October 2022	Emergency Billing, LLC	\$20,950.91
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	531	7/800 MHZ Model - Portable Radio (2)	Motorola Solutions	\$10,522.66
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EMS - SPLOST 2019

3610.19	323	Ambulance Box Mounted on EMS Chassis	ETR	\$336,000.00
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E-911

3800	215	CAD, Records Mgt, Jail Annual Maintenance	Motorola Solutions	\$135,199.97
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Roadways & Walkways

4220	100	Various County Roads Restriped	Peek Pavement Markings	\$69,699.08
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Hard Labor Creek

4405	508	Professional Services - October 1, 2022 through October 31, 2022 - For the Record	Atkinson Ferguson, LLC	\$560.00
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	508	Professional Services - O&M - For the Record	Precision Planning	\$951.36
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HLC Water Treatment Facility

4430	504	Professional Engineering Services - Bill thru October 31, 2022 - For the Record	Precision Planning, Inc	\$5,560.00
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Water

4446	507	70 Curb Stops, Meters, Dual Check Valves	Delta Municipal Supply Co	\$33,812.50
	507	Gasoline & Diesels Purchases	Stephens Oil Company, Oconee County Water Resources	\$7,117.71
	507	Water Purchased from Oconee County - October 2022		\$5,480.85
	507	Tank/Well Charges for Various County Roads	Utility Service Co Inc.	\$11,003.77
	507	Outsourcing and Postage for Bills	Arista Information Systems, Inc	\$9,779.12
	507	Pipe, Service Saddles, Pex Tubing and Supplies for Main and Service Repairs	Consolidated Pipe & Supply Co.	\$11,502.30
	507	Pipe, FH and Accessories for 1800ft - Hwy 83 Connector	Consolidated Pipe & Supply Co.	\$41,077.00
	507	Cold Patch	E.R. Snell	\$5,117.05
	507	Cold Patch	E.R. Snell	\$6,009.35
	507	Cold Patch	E.R. Snell	12,000.00
	507	Water, Testing	Cornish Creek Water Fund	182,307.00
Solid Waste				
4530	540	Tipping Fees - October 2022	City of Monroe Public Works	\$12,685.52
Solid Waste - SPLOST 2019				
4530.19	323	30yd Open Ezze Rolloff Container (3)	Lewis Steel Works, Inc.	\$15,585.00
Park Areas - SPLOST				
6220.19	323	Walnut Grove Park - Design Services	Ascension Program Management	\$103,400.00
	323	West Walton Park - LED Lighting Project - Equipment	Musco Sports Lighting	\$474,000.00
				\$3,037,275.20

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **December 6th , 2022**

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.**

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:

Item 7.3.

Item 7.3.

Item 7.3.

RANDY MCGINLEY
DISTRICT ATTORNEY

CLIFF HOWARD
 CHIEF ASSISTANT DISTRICT ATTORNEY
 WALTON COUNTY

AMBER DALLY
 CHIEF ASSISTANT DISTRICT ATTORNEY
 NEWTON COUNTY



OFFICE OF THE DISTRICT ATTORNEY
ALCOVY JUDICIAL CIRCUIT

November 29, 2022

To: Walton County Board of Commissioners

From: Kim Kelly, Victim Services Director

kkelly

Re: VOCA Grant Awards

I am seeking the Board of Commissioners approval to accept the VOCA Grant funds through two grants that the Walton County District Attorney's Office has been awarded for the grant year beginning October 01, 2022 through September 30, 2023. The two VOCA Grants were on the BOC agenda last month and approved by the commissioners for our office to continue to seek the Grant funding.

Please give me a call at 770 266 1793 if you have any questions regarding this request.

Newton County District Attorney's Office
 1132 Usher Street
 Room 313
 Covington, GA 30014
 Phone: 770-784-2070
 Fax: 770-784-2069

Walton County District Attorney's Office
 303 South Hammond Drive
 Suite 334
 Monroe, GA 30655
 Phone: 770-267-1355
 Fax: 770-267-1364

Walton County, Georgia				
Proposed Budget Calendar				
Fiscal Year 2024				
Date	Day	Time	Place	Activity
12/6/2022	Tuesday	6:00	Historic Courthouse	Adoption of Budget Calendar by the BOC
1/6/2023	Friday	Noon	N/A	Budget Packets to Departments
1/6/2023	Friday	Noon	N/A	Budget Packets sent to Agencies
2/6/2023	Monday	Noon	N/A	Budget Requests due to Finance, HR, IT and Facilities
3/13/2023	Monday	9:00-4:00	Judicial Building	Department Budget Presentations
3/14/2023	Tuesday	9:00-11:00	Judicial Building	Department Budget Presentations (if needed)
3/21/2023	Tuesday	TBA	TBA	Budget Work Session (if needed)
3/28/2023	Tuesday	TBA	TBA	Budget Work Session (if needed)
4/4/2023	Tuesday	TBA	TBA	Budget Work Session (if needed)
4/25/2023	Tuesday	Noon	N/A	Proposed Budget and Budget Highlights to County Clerk for agenda
4/30/2023	N/A	N/A	N/A	Advertisement notice of budget access to public, 1st notice of public hearing and adoption in Walton Tribune
5/2/2023	Tuesday	4:30	Historic Courthouse	Copies of Summary Budgets Available in County Clerks office Historic Courthouse
5/2/2023	Tuesday	6:00	Historic Courthouse	Chairman Presents Proposed Budget to BOC at Regular Meeting
5/7/2023	N/A	N/A	N/A	Advertisement 2nd notice of public hearing and adoption in Walton Tribune
5/16/2023	Tuesday	5:00	Historic Courthouse	Public Hearing on Budget
6/6/2023	Tuesday	6:00	Historic Courthouse	Adoption of FY 2024 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: **12/6/22**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Donation from Barrelle Roofing for CNO**

Wording For Agenda: **Accept donation fro Barrelle Roofing for CNO in the amount of \$250.00**

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 acheck**

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? **no**

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:

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 of 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.
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 and the Department of Community Supervision 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 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 of Walton 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.

GEORGIA CODE
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*** Current through the 2016 Regular Session ***

TITLE 42. PENAL INSTITUTIONS
 CHAPTER 8. PROBATION
 ARTICLE 6. COUNTY AND MUNICIPAL PROBATION

O.C.G.A. § 42-8-108 (2016)

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

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 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 Agreement 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.

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.

4: Period of Service

Unless earlier terminated as provided herein, this Agreement shall commence on January 1, 2023, and shall continue in full force and effect until December 31, 2023. 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 coverages 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 Walton County Commission

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

Attest: _____

[Corporate Seal]

Contractor: **Southeast Corrections, LLC**

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

Attest: _____

Name _____

Title: _____

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 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)
06/30/2022

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		CONTACT NAME: Peter J Moon	
The Whitlock Group, Inc.		PHONE (A/C No. Ext): (678) 906-2008	FAX (A/C No.): (855) 906-2012
3300 Breckinridge Blvd Ste 200		E-MAIL ADDRESS: pmoon@twgins.net	
Duluth	GA 30096	INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Nautilus Insurance Company	
		17370	
		INSURER B: Selective Insurance Co. of South Carolina	
		19259	
		INSURER C: Normandy Insurance Company	
		13012	
1960 Satellite Blvd, Ste 3000		INSURER D: Underwriters at Lloyds, London	
Duluth		GA 30097	
		INSURER E: StarStone Specialty Insurance Co	
		44776	
		INSURER F: Travelers Casualty & Surety Company of America	
		31194	

COVERAGES **CERTIFICATE NUMBER:** CL2263004220 **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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1425177	07/01/2022	07/01/2023	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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2402665	07/01/2022	07/01/2023	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"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AN1263497 / 89519F221ALI	07/01/2022	07/01/2023	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	Y / N	N / A	NHGA0122412022	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability - Claims Made Retroactive Date: 9/1/05			SCP2020006327	07/01/2022	07/01/2023	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

Walton County Magistrate 303 South Hammond Dr, Ste 116 Monroe GA 30655	CANCELLATION 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 
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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 of 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.
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 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.

O.C.G.A. § 42-8-108

GEORGIA CODE

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*** Current through the 2016 Regular Session ***

TITLE 42. PENAL INSTITUTIONS

CHAPTER 8. PROBATION

ARTICLE 6. COUNTY AND MUNICIPAL PROBATION

O.C.G.A. § 42-8-108 (2016)

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

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 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 Agreement 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.

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, 2023, and shall continue in full force and effect until December 31, 2023. 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 coverages 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

Attest: _____

[Corporate Seal]

Contractor: **Southeast Corrections, LLC**

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

Attest: _____

Name: _____

Title: _____

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 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)
06/30/2022

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. 3300 Breckinridge Blvd Ste 200 Duluth GA 30096		CONTACT NAME: Peter J Moon PHONE (A/C, No, Ext): (678) 906-2008 FAX (A/C, No): (855) 906-2012 E-MAIL ADDRESS: pmoon@twgins.net	
		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company NAIC # 17370	
		INSURER B: Selective Insurance Co. of South Carolina 19259	
		INSURER C: Normandy Insurance Company 13012	
		INSURER D: Underwriters at Lloyds, London	
		INSURER E: StarStone Specialty Insurance Co 44776	
		INSURER F: Travelers Casualty & Surety Company of America 31194	

COVERAGES **CERTIFICATE NUMBER:** CL2263004220 **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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1425177	07/01/2022	07/01/2023	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 type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			S 2402665	07/01/2022	07/01/2023	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"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AN1263497 / 89519F221ALI	07/01/2022	07/01/2023	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 Y / N <input type="checkbox"/> N / A		N / A	NHGA0122412022	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability - Claims Made Retroactive Date: 9/1/05			SCP2020006327	07/01/2022	07/01/2023	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

Walton County Probate Court
303 South Hammond Dr, Ste 116
Monroe GA 30655

CANCELLATION

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

W. Gray White

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Map Reference No. C1800006

(Above Reserved for Recording)

After recording, please return to:

Charles M. Ferguson, Jr.
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

STATE OF GEORGIA

COUNTY OF WALTON

RIGHT-OF-WAY DEED

THIS INDENTURE, made this the ____ day of December, 2022, between **COLLIS RD. LOT 1, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantor"), and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH, that Grantor, in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever transfer unto the said Grantee a thirty-five foot (35') Right-of-Way over the following described property:

See **Exhibit A** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described property to Grantee, subject to all matters and encumbrances of record, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises.

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

Signed, sealed and delivered in the
presence of:

Witness

Notary Public

My commission expires:_____

GRANTOR:

COLLIS RD. LOT 1, LLC,
a Georgia limited liability company

By:_____

Name:_____

Title:_____

[NOTARIAL SEAL]

Exhibit A

Legal Description

All that tract or parcel of land being in G.M.D. 10, 11, and 193, 3rd District, of Walton County, Georgia and being more particularly described as follows:

Beginning At A Point in the Centerline of Frank Camp Road; Thence following the Centerline N 59°36'00" E A Distance Of 283.58' To A Point; Thence N 60°22'05" E A Distance Of 448.87' To A Point; Thence N 59°54'40" E A Distance Of 452.64' To A Point; Thence N 59°13'50" E A Distance Of 150.98' To A Point; Thence N 54°47'25" E A Distance Of 102.38' To A Point; Thence N 57°55'25" E A Distance Of 86.72' To A Point; Thence N 59°29'05" E A Distance Of 116.06' To A Point; Thence N 63°28'40" E A Distance Of 157.72' To A Point; Thence N 64°56'55" E A Distance Of 201.51' To A Point; Thence N 62°02'05" E A Distance Of 132.27' To A Point; Thence leaving said Centerline S 37°21'00" E A Distance Of 35.47' To A Point; Thence following the proposed 35' Right-of-Way S 62°02'05" W A Distance Of 138.94' To A Point; Thence S 64°56'55" W A Distance Of 201.95' To A Point; Thence S 63°28'40" W A Distance Of 87.59' To A Point; Thence S 63°28'40" W A Distance Of 68.46' To A Point; Thence S 59°29'05" W A Distance Of 114.36' To A Point; Thence S 57°55'25" W A Distance Of 41.96' To A Point; Thence S 57°55'25" W A Distance Of 43.33' To A Point; Thence S 54°47'25" W A Distance Of 102.78' To A Point; Thence S 59°13'50" W A Distance Of 53.89' To A Point; Thence S 59°13'50" W A Distance Of 98.65' To A Point; Thence S 59°54'40" W A Distance Of 101.35' To A Point; Thence S 59°54'40" W A Distance Of 200.00' To A Point; Thence S 59°54'40" W A Distance Of 151.64' To A Point; Thence S 60°22'05" W A Distance Of 48.36' To A Point; Thence S 60°22'05" W A Distance Of 295.09' To A Point; Thence S 60°22'05" W A Distance Of 105.32' To A Point; Thence S 59°36'00" W A Distance Of 283.35' To A Point; Thence leaving the proposed 35' Right-of-Way N 30°23'16" W A Distance Of 35.00' To A Point; Which Is The Point Of Beginning.

Having An Area Of 74720.9 Square Feet, 1.7154 Acres

Map Reference No. C1800006

(Above Reserved for Recording)

After recording, please return to:

Charles M. Ferguson, Jr.
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

STATE OF GEORGIA

COUNTY OF WALTON

RIGHT-OF-WAY DEED

THIS INDENTURE, made this the ____ day of December, 2022, between **COLLIS RD. LOT 1, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantor"), and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH, that Grantor, in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever transfer unto the said Grantee a seventy foot (70') Right-of-Way over the following described property:

See **Exhibit A** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described property to Grantee, subject to all matters and encumbrances of record, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises.

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

Signed, sealed and delivered in the
presence of:

Witness

Notary Public

My commission expires:_____

GRANTOR:

COLLIS RD. LOT 1, LLC,
a Georgia limited liability company

By:_____

Name:_____

Title:_____

[NOTARIAL SEAL]

Exhibit A**Legal Description**

All that tract or parcel of land being in G.M.D 10, 11, and 193, 3rd District, of Walton County, Georgia and being more particularly described as follows:

Beginning At A Point at the intersection of the Right-of-Way of Bearden Road and Frank Camp Road; Thence following the Right-of-Way of Bearden Road S 30°16'40" E A Distance Of 345.06' To A Point; Thence S 29°30'13" E A Distance Of 208.50' To A Point; Thence S 59°32'46" W A Distance Of 35.00' To A Point along the Centerline of Bearden Road; Thence following the centerline of Bearden Road N 30°27'14" W A Distance Of 27.78' To A Point; Thence N 29°04'26" W A Distance Of 127.30' To A Point; Thence N 30°02'05" W A Distance Of 77.22' To A Point; Thence N 29°12'20" W A Distance Of 99.50' To A Point; Thence N 30°52'14" W A Distance Of 92.69' To A Point; Thence N 30°22'05" W A Distance Of 82.46' To A Point; Thence N 31°21'20" W A Distance Of 46.68' To A Point; Thence Leaving the Centerline N 59°35'59" E A Distance Of 35.00' To A Point; Which Is The Point Of Beginning,

Having An Area Of 19026.5 Square Feet, 0.4368 Acres



CONDREY &
ASSOCIATES, INC.

A Human Resources Consulting Company

November 21, 2022

Ms. Melissia Rusk
Human Resources Director
Walton County Board of Commissioners

Dear Melissia:

Since it has been over a year since we completed the study and your scale has not been increased, we would recommend a 6% general increase to all employees at this point. This general increase is in addition to merit increases of 1 or 2 steps. Applying both of these measures should reduce your rate of turnover. These increases would include all of your employees, as well as the department heads. If the Chairman believes department heads deserve additional merit increases, this would be the best way for him to address any pay concerns rather than conducting another study.

Sincerely,

Stephen E. Condrey, PH.D.
President

**Georgia Department of Community Affairs
2021 County Wage and Salary Survey**

Compensation for County Elected Officials

Jurisdiction	2020 Estimated Population	Amount of compensation	Supplement
County Commission Chairperson (Full-time)			
<u>Population Group D</u>			
Oglethorpe	15,383	70,263 Ann.	
Putnam	22,520	14,544 Ann.	
<u>Population Group E</u>			
Bacon	11,036	85,799 Ann.	
<u>Population Group F</u>			
Atkinson	8,393	36,000 Ann.	
Irwin	9,387	52,256 Ann.	3,000
Lincoln	8,031	83,423 Ann.	
Randolph	6,682	8,834 Ann.	
Wilkes	9,694	71,217 Ann.	

County Commission Chairperson (Part-time)

<u>Population Group A</u>			
Chatham	289,463	65,772 Ann.	
Columbia	160,377	14,097 Ann.	1,200
Forsyth	250,847	43,557 Ann.	
Henry	239,139	46,818 Ann.	2,500
Lowndes	118,268	28,394 Ann.	

Population Group B

Bulloch	80,839	29,745 Ann.	
Camden	55,388	18,483 Ann.	
Catoosa	67,996	20,123 Ann.	
Dougherty	86,477	7 Hrly	344
Effingham	65,765	26,591 Ann.	
Glynn	85,568	10,630 /Occur.	
Liberty	63,004	18,125 Ann.	21,600
Spalding	67,414	18,201 Ann.	

Population Group C

Butts	25,426	13,336 Ann.	
Colquitt	45,542	6,123 Ann.	
Dawson	27,113	13,776 Ann.	
Decatur	26,457	14,046 Ann.	

Jurisdiction	2020 Estimated Population	Amount of compensation	Supplement
County Commission Chairperson (Part-time)			
<u>Population Group C</u>			
Habersham	46,047	13,489 Ann.	1,200
Harris	36,080	11,551 Ann.	3,182
Hart	26,406	12,967 Ann.	
Lumpkin	34,186	20,497 Ann.	1,200
Monroe	28,042	15,500 Ann.	
Peach	27,950	15,632 Ann.	
Polk	42,840	8,419 Ann.	
Stephens	26,107	17,258 Ann.	
Thomas	44,372	8,036 Ann.	
Wayne	30,023	3,660 Ann.	
White	31,094	21,391 Ann.	

Population Group D

Ben Hill	16,614	10,984 Ann.	
Brantley	19,202	12,322 Ann.	
Crisp	22,034	22,128 Ann.	
Dodge	20,452	17,265 Ann.	
Elbert	19,335	11,130 Ann.	
Franklin	23,504	12,551 Ann.	
Grady	24,491	12,312 Ann.	
Greene	18,837	20,489 Ann.	
Jefferson	15,267	9,027 Ann.	4,200
Morgan	19,636	9,415 Ann.	
Pierce	19,522	25,103 Ann.	3,000
Telfair	15,781	12,000 Ann.	
Washington	20,150	11,076 Ann.	4,186

Population Group E

Candler	10,985	14,643 Ann.	
Charlton	13,430	14,311 Ann.	
Cusseta-Chattahoochee	10,551	7,000 Ann.	
Early	10,037	4,592 Ann.	

Population Group F

Jenkins	8,746	8,351 Ann.	
Montgomery	9,012	10,982 Ann.	

2022-_____

State of Georgia

County of Walton

AN ORDINANCE TO AMEND THE CODE OF WALTON COUNTY GEORGIA TO INCLUDE A CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS; TO REPEAL CONFLICTING PROVISIONS; AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, the Board of Commissioners of Walton County desires to enact an ordinance amending The Code of Walton County to include a Code of Ethics and Conduct for Elected and Appointed Officials, repealing conflicting provisions, and providing for related matters.

NOW WHEREFORE the Board of Commissioners of Walton County hereby ordains that:

1.

The Code of Walton County, Georgia, is hereby amended by adding a Section to be numbered 1-14, which section reads as follows:

“ Sec. 1-14 Code of Ethics and Conduct for Elected and Appointed Officials

(a) Policy Purpose. The Board of Commissioners of Walton County (hereinafter sometimes referred to as “County Commission,” “Commission,” or “Board”) adopts this Code of Ethics and Conduct to guarantee that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the County’s government.

(b) Ethics. The citizens of Walton County are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Uphold the Constitution of the United States and of the State of Georgia, and carry out all applicable laws according of the County, including the provisions of the Ordinances of the County in a fair and impartial basis;
- Conform his/her official acts to the highest standards of morality and discharge faithfully the duties of the office regardless of personal considerations, recognize that the public interest must be their primary concern;

- Be independent, impartial and responsible to the citizens, and not use the public office for personal gain;
- Conduct themselves in both official and private affairs above reproach;
- Represent loyalty to the interest of the citizens of the entire County. This accountability supersedes any conflicting loyalty, advocacy or special interest group, or any individual, or membership of (or affiliation with) any company or other private or public organization; and
- Conduct public deliberations and processes openly, except for specific exceptions as provided by the Open Meetings Act, in an atmosphere of respect and civility.

Therefore, members of the County Commission and all boards and commissions (hereinafter sometimes referred to as “members” or “Commissioners”) shall conduct themselves in accordance with the following ethical standards:

(1) Act in the Public Interest. Recognizing that stewardship of the community must be their primary concern, members will work for the common good of the citizens of Walton County and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.

(2) Comply with both the spirit and the letter of the Law and County Policy. Members shall comply with the laws of the nation, the State of Georgia and Walton County in the performance of their public duties. These laws include, but are not limited to the United States and Georgia Constitutions; State laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and County ordinances and policies.

(3) Conduct of Members. The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Commission, Boards and Commissions, the staff or public. Members shall also refrain from gross misconduct, including but not limited to, fighting, physical violence, threats of physical violence, or engaging in offensive conduct or language toward the public, supervisory personnel, or employees.

(4) Respect for Process. Members shall perform their duties in accordance with the processes and rules of order established by the County Commission.

(5) Conduct at Public Meetings. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the matters at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; attempting to monopolize the discussion; or otherwise interfering with the orderly conduct of meetings.

(6) Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. A member shall not participate in a vote on any matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible conflicts include, but are not limited to:

- A member having a fixed opinion prior to hearing the matter that is not susceptible to change;
- Undisclosed ex parte communications;
- A close familial, business or other associational relationship with an affected person; or
- A financial interest in the outcome of the matter.

(7) Communication. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body, which they may have received from sources outside of the public decision-making process.

(8) Conflict of Interest. Members are prohibited from voting or participating on a matter involving a business entity or real property in which the official has a substantial interest if an action on the matter will result in a special economic effect on the business that is distinguishable from the effect on the public, or in the case of a substantial interest in real property, it is reasonably foreseeable that the action will have a special economic effect on the value of the property, distinguishable from its effect on the public. A member who has such interest is required to file, before a vote or decision on any matter involving the business entity or real property, an affidavit with the County Clerk, stating the nature and extent of the interest. In addition, a member is required to abstain from further participation in the matter. However, a public official that is required to file an affidavit is not required to abstain from participating in the matter if a majority of the members of the governing body have a substantial interest and are required to file and do file affidavits reflecting similar interests on the same official matter.

(9) Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits, which might compromise their independence of judgment or action or give the appearance of being compromised.

(10) Confidential Information. Members must maintain the confidentiality of all written materials and verbal information provided to members, which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(11) Use of Public Resources. Members shall not use public resources, which are not available to the public in general (e.g., County staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

(12) Representation of Private Interests. In keeping with their role as stewards of the public interest, members of Commission shall not appear on behalf of the private interests of third parties before the Commission or any Board, Commission or proceeding of the County, nor shall members of Boards and Commissions appear before their own bodies or before the Commission on behalf of the private interests of third parties on matters related to the areas of service of their bodies, nor voluntarily participate on behalf of others in any litigation to which the County is, or might be, an adverse party.

(13) Advocacy. Members shall represent the official policies or positions of the County Commission, Board or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the County, nor will they allow the inference that they do.

(14) Policy Role of Members. Members shall respect and adhere to the Commission-Manager structure of County government as outlined in the Walton County Local Laws. In this structure, the County Commission determines the policies of the County with the advice, information and analysis provided by County staff, Boards and Commissions, and the public. Except as provided by the Walton County Local Laws and Code of Ordinances, Members shall not interfere with the administrative functions of the County or the professional duties of County staff; nor shall they impair the ability of staff to implement Commission policy decisions.

(15) Independence of Boards and Commissions. Because of the value of the independent advice of boards and commissions to the public decision-making process, Members of Commission shall refrain from using their position to unduly influence the deliberations or outcomes of the proceedings of such boards and commissions.

(16) Positive Workplace Environment. Members shall support the maintenance of a positive and constructive workplace environment for County employees and for citizens and businesses dealing with the County. Members shall recognize their special role in dealings with County employees to in no way create the perception of inappropriate direction to staff.

(c) Sanctions for Elected and Appointed Officials Violation of the Code of Ethics.

The Code of Ethics expresses standards of ethical conduct expected for members of the County Commission and boards and commissions, members themselves have the primary responsibility

to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Chairman and Commission have the additional responsibility to intervene when actions of members that appear to be in violation of this Code of Ethics and Conduct are brought to their attention.

Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Commission, be removed from committee assignments (both within the County or with inter - governmental agencies) by the Commission.

Members should point out to the offending member infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be placed on a Commission agenda in closed session, to the extent permissible under the Georgia Open Meetings law..

The affected member may request that the complaint be considered in a public meeting. The affected member shall be provided with a copy of the complaint in writing. At the County Commission meeting, the nature of the complaint and the possible violations of this Code of Ethics and Conduct shall be presented in detail.

The affected member shall have the right to a full and complete hearing before the County Commission with the opportunity to call witnesses and present evidence in such person's behalf.

The County Commission may reject the complaint and take no action or take action to formally reprimand or censure the offending member.

Sec. 1-14-1 Overview of Commission Member Roles and Responsibilities

Chairman

- Acts as the official head of the County for all ceremonial purposes.
- Chairs Board meetings.
- Leads the Board into an effective, cohesive working team.
- Signs documents on behalf of the County.
- Other duties as set forth by law or the County Ordinance.

Vice-Chairman

- Performs the duties of the Chairman if the Chairman is absent or disabled.
- Chairs Commission meetings at the request of the Chairman.
- Signs documents on behalf of the County, in absence of the Chairman.

- All duties as assigned by the Chairman.

All Commission Members

All members of the County Board of Commissioners, including those serving as Chairman and Vice Chairman, have equal votes. No Board member has more power than any other Board member, and all should be treated with equal respect. Therefore, no ranking or pecking order shall be established for predetermining the order of roll call votes or public introductions, except that the Chairman and Vice Chairman shall be introduced first at public meetings and events. All Board members should:

- Fully participate in County Board meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- Prepare in advance of Commission meetings and be familiar with issues on the agenda.
- Represent the County at ceremonial functions at the request of the Chairman.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in the County's government.
- Provide contact information to the County Manager in case an emergency or urgent situation arises while the Board member(s) are out of town.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review Board procedures, such as this Code of Conduct.

Meeting Chair

The Chairman will chair official meetings of the County Commission, unless the Vice Chairman or another Board member is designated as chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers.
- Keeps discussion and questions focused on the specific agenda item under consideration.
- Makes parliamentary rulings with advice, if requested, from the County Clerk who acts as advisory parliamentarian, and in his absence, the County Attorney shall act as advisory parliamentarian.

OPERATIONAL PROTOCOLS FOR COUNTY BOARD OF COMMISSIONERS AND COMMISSION APPOINTEES

It is the overriding objective of the Board of Commissioners and its appointees that the interests of the County be served faithfully and effectively at all times. To that end, the Board of Commissioners, individual Board members, and the Board's appointees will work together to foster a working environment that is characterized by mutual respect and professional courtesy, free of harassment and unnecessary interpersonal conflict, compliant with all applicable laws and consistently focused on a commitment to service. This protocol governs interactions among the Board members and its appointees and establishes the standards of behavior that all have agreed are best suited to achieving the appropriate working environment. These rules of engagement are not intended to take the place of any ethical guidelines, or other policies but, rather, supplement those guidelines, directives, and policies by facilitating the type of productive day-to-day interactions that are necessary for accomplishing the duties and responsibilities assigned to each individual or group.

Boards, Commissions and Authority's first duties are to:

- 1) create a strategic plan with concise goals;
- 2) implement a system to measure goal achievement on a regular basis;
- 3) speak with one voice once a majority decision has been rendered;
- 4) view responsibilities to the entire County as stakeholders and not to certain sections of the community.

The Board of Commissioners and individual Board Members shall at all times:

- Operate within the scope of authority provided in accordance with all applicable laws.
- Observe the requirements regarding properly noticed open meetings and refrain from meeting in numbers less than a quorum with the intent of avoiding open meetings requirements.
- Appoint a duly authorized delegate or subcommittee to attend to matters within the Commission's scope of authority that the Commission does not pursue as a body, requiring that delegate or subcommittee to report to the Commission to allow for an informed decision by the Commission as a whole.
- Designate the Chairman as spokesperson on policy decisions collectively reached at properly noticed meetings, and, once decisions are made, avoid the appearance that the Commission does not agree with regard to the direction taken.
- Follow the rules of debate as set forth in the Commission's recognized parliamentary authority during Commission meetings.

- Respect the delegation of authority and responsibility to appointees as provided for in the Charter.
- Avoid at all times inappropriately providing direction on administrative matters or other matters not within the scope of their authority.
- Direct all requests for information from County personnel to the appropriate appointee or County Manager direct report employee in order to avoid the appearance of any impropriety or undermining of the appointee's position and authority; and, when at all possible, contact the appointee, County Manager or a direct report of the Manager with questions about upcoming Board agenda items in order to provide the County Manager the opportunity to gather needed information and have appropriate staff present at the meeting to adequately address the questions.
- Seek clarification from the County Attorney, as necessary, regarding the scope of the Board's authority or responsibility, proper process, or other legal issues. Treat citizens, appointees and County employees in a courteous and fair manner at all times and avoid placing appointees in a position that could reasonably be perceived to create undue influence by any individual Board members.

Situations involving a Board member who is not following the Board's operational protocols shall be addressed through the following incremental steps: 1) the concerned Board member shall have a one-on-one conversation with the non-complying Board member; 2) the Chairman shall discuss the situation with said Board member; and 3) the Chairman shall appoint an ad hoc committee of the Board of Commissioners to address the situation.

Commission appointees shall:

- Report to and take direction from the Board of Commissioners as a whole and not from individual Board members, keeping the entire Commission informed of all matters that are appropriately within the Commission's scope of authority and ensuring that individual Board members are equally informed.
- Remain free from influence by individual Board members and third parties, ensuring objectivity in their actions and decision-making.
- Respond to requests for information from individual Board members as appropriate, but, when responding, provide the entire Commission and the other appointees both the requested information and a brief statement of the request, when made, and by whom.
- Keep other Commission appointees informed on a timely basis regarding issues within that other Commission appointee's area of responsibilities and avoid the appearance that one Commission appointee has ambushed or undermined another.

- Except in extraordinary circumstances or where there is an affirmative duty to report to the Commission, escalate matters involving another Commission appointee or a matter within another Commission appointee's area of responsibility to the Commission only after discussing the matter fully with the other Commission appointee in question, only after making all reasonable efforts under the circumstances to resolve the matter without Commission involvement, and only as necessary to protect the County's interests.
- Respect the authority of and decisions made by other Commission appointees, and express disagreement in an appropriate fashion and forum.
- Exercise sound professional judgment untainted by personal animosity or hidden agendas.
- Be open, honest, and forthright in their dealings with one another, with the Commission, and with individual Board members.
- Treat one another, citizens, other County employees, the Commission, and individual Board members with courtesy and respect at all times.
- Commission appointees may accomplish their responsibilities in any manner that is not imprudent, unethical or in violation of applicable codes of professional ethics and conduct.
- Commission appointees shall support the Vision Statement, Mission Statement and Values as developed by the County.

The Commission will appoint an appropriate party, either a delegate or a subcommittee, to which conflicts between or personnel issues involving Commission appointees (other than those for which there is an affirmative duty to report to the full Commission) may be addressed. That delegate or subcommittee shall be responsible for informing the Commission of any good faith belief that there has been misconduct on the part of an appointee and for conducting any investigation directed by the Commission. Only the entire Commission may authorize such investigations, and no investigation shall be conducted except as authorized by the entire Commission. The Commission, observing all required processes, shall make a determination as to whether any action should be taken as a result of the findings or report.

The Commission considers this protocol critical to the success of the organization and, accordingly, failure to adhere to the rules of engagement set forth above will result in appropriate action, which, for appointees, may include removal from his or her position. Board members and appointees shall have an affirmative duty to report to the full Commission and to the other appointees any situation, which they believe, in good faith, constitutes a violation of this protocol, whether intentional or unintentional.

The Commission will revisit this protocol semi-annually to ensure that it is achieving the goals it

was intended to achieve and to determine if any amendment or other action is necessary to establish and maintain effective professional relationships among the Commission and its appointees.

1-14-2 General Policies and Protocol

Ceremonial Events. Requests for a County representative at ceremonial events will be handled by the County Manager. The Chairman will serve as the designated County representative. If the Chairman is unavailable, then County staff will determine if event organizers would like another representative from the Commission. Invitations received at County offices are presumed to be for official County representation. Invitations addressed to Board members shall be shared with the County Manager's Office in order to assure posting for compliance with the Georgia Open Meetings Act and the Georgia Open Records Act, as applicable.

Travel expenses. The policies and procedures related to the reimbursement of travel expenses for official County business by Board members are outlined in the County's Travel Policy.

Rules of Order for Meetings. Unless otherwise expressly provided, the general rules of parliamentary procedure will be observed. If a rule is not followed and there is no objection, the rule will be considered as waived.

Non-agenda Items (Public Comments). During a designated period of the agenda, referred to as "public comments," citizens may bring forth issues or questions that are not on the meeting's agenda. Each citizen will be limited to three minutes. All remarks shall be addressed to the Commission as a body and not to individual members thereof.

State law does not require the County have an agenda item for "Public Comment." Citizen's comments may not be used as a forum to make personal attacks against individual citizens, County employees or Board members. Such remarks will result in the speaker being asked to step back from the podium and a forfeiture of the remaining time to speak.

Public hearings. Board members (Commission meetings) and board/commission members (board/commission meetings) will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by Officials are not appropriate until after the close of the public hearing. Officials should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Sec. 1-14-3 Officials' Conduct with One Another

Officials are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. All have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" about contentious issues.

(a) In Public Meetings

Use formal titles. Officials should refer to one another formally during public meetings, such as Chairman, Vice Chairman, Commissioner or Board member followed by the individual's last name.

Practice civility and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the Chair in maintaining order. It is the responsibility of the Chair to keep the comments of Officials on track during public meetings. Officials should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following applicable parliamentary procedure.

Avoid personal comments that could offend other Officials. If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a point of personal privilege that challenges the other member to justify or apologize for the language used. The Chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches. Officials have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the County or their board or commission unless specifically designated by the Commission or the board or commission to do so for a particular purpose. In public, however, all Officials shall represent the official policies or positions of their board or commission. Only the chair or his/her designee shall speak during a Commission public hearing on any item that has been addressed by the board or commission, and for which detailed minutes have been provided to the Commission. The chair shall represent the majority view of the board or commission, but shall report on any minority views as well. When an official board or commission position differs from staff's recommendation on a particular policy issue, then at the Chairman's discretion additional time may be provided to the chair of the board or commission (or his/her designee) to explain the position of the board/commission. If new information is brought to light during a public hearing that was not shared previously with the board or commission, the Chairman may allow the board or commission chair to respond. If the Commission deems the new

information sufficient to warrant additional study, then by majority vote Commission may refer the issue back to the board or commission for further study prior to taking other action itself.

Board members and board and commission members may express individual opinions and positions regarding items that have not come before the body to which they belong. When presenting their individual opinions and positions, Board Members and board/committee/commission members shall explicitly state they do not represent their body or the County, nor will they allow the inference that they do.

Although a board or commission, or its members, may disagree with the final decision the Commission makes, the board or commission shall not act in any manner' contrary to the established policy adopted by the Commission.

(b) In Private Encounters

Continue respectful behavior in private. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the insecurity of written notes, voicemail messages, and E-mail. Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speakerphone in a full office? What would happen if this E-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

Even private conversations can have a public presence. Elected and appointed officials are always on display - their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eaves-dropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted and may be subject to the Open Meetings Act.

Sec. 1-14-4 Conduct with County Staff

(a) Governance of a County relies on the cooperative efforts of elected officials, who set policy; appointed officials who advise the elected officials, and County staff, who implements and administers the Commission's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- (1) *Treat all staff as professionals.*** Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior, use of abusive or threatening language towards staff is not acceptable and discredits the County.

- (2) ***Do not disrupt County Staff from their jobs.*** Elected and appointed officials should not disrupt County staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend County staff meetings unless requested by staff since even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.
- (3) ***Never publicly criticize an individual employee.*** Elected and appointed officials should never express concerns about the performance of a County employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the County Manager through private correspondence or conversation.
- (4) ***Do not get involved in administrative functions.*** Elected and appointed officials must not attempt to influence County staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, the payment of claims against the County or granting of County licenses and permits.
- (5) ***Check with County staff on correspondence before taking action.*** Before sending correspondence, Commission members should check with County staff to see if an official County response has already been sent or is in progress. Board and commission members shall not send correspondence except as authorized under applicable County policies.
- (6) ***Limit requests for staff support.*** Routine secretarial support will be provided to all Board members. The County Manager (or designee) opens mail addressed to Chairman and other Board members and forwards information as appropriate, unless a Board member requests other arrangements.
- (7) ***Requests for additional staff support.*** Even in high priority or emergencies, request should be made to the County Manager who is responsible for allocating County resources in order to maintain a professional, well-run County government.
- (8) ***Do not solicit political support from staff.*** Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from County staff. County staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be done away from the workplace. The use of the County's email system for political purposes or communications is not allowed.

(b) **Member questions/inquiries to County staff.**

(1) **General.** Member communications with County staff should be limited to normal County business hours unless the circumstances warrant otherwise. Responses to Commission questions posed outside of normal business hours should be expected no earlier than the next business day.

(2) **Routine Requests for Information and Inquiries.** Officials may contact staff directly for information made readily available to the public on a regular basis (e.g., "What are the library's hours of operation?" Alternatively "How does one reserve a tee time at the golf course?"). Under these circumstances staff shall treat the member no differently than they would the general public, and the member shall not use their elected status to secure preferential treatment. The County Manager does not need to be advised of such contacts.

(3) **Non-Routine Requests for Readily Available Information.** Officials may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., "How many traffic lights are there in the County?" or "Under what circumstances does the County lower its flags to half-mast?")

(4) **Non-Routine Requests Requiring Special Effort.** Any member request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the County Manager, or to the County Attorney, as appropriate (e.g., "How many Study Issues completed over the past five years have required 500 or more hours of staff time?", or "What is the logic behind the County's sign ordinances affecting businesses along ABC Street?"). The County Manager shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Board members (if originating from a Board member), relevant board or commission members (if originating from a board or commission member), the County Manager, the County Attorney as appropriate and affected department directors.

(5) **Meeting Requests.** Any member request for a meeting with staff must be directed to the County Manager.

Sec. 1-14-5 Conduct with the Public

(a) **In Public Meetings**

(1) Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual

Officials toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(2) **Be welcoming to speakers and treat them with care and gentleness.**

(3) **Be fair and equitable in allocating public hearing time to individual speakers.**

The Chairman or Chair will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed time as allocated by the Chairman. If many speakers are anticipated, the Chairman or Chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers. If there is a group, a person can be designated to speak on behalf of the group and that speaker can be provided additional time. No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Chairman or Chair requests additional clarification later in the process.

(4) **Give the appearance of active listening.** It is disconcerting to speakers to have Officials not look at them when they are speaking. Be aware of facial expressions, especially those that could be interpreted as smirking, disbelief, anger or boredom.

(5) **Ask for clarification, but avoid debate and argument with the public.** Only the Chair- not individual Officials -can interrupt a speaker during a presentation. However, a member can ask the Chair for a point of order if the speaker is off topic or exhibiting behavior or language the member finds disturbing. If speakers become flustered or defensive by questions, it is the responsibility of the Chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Officials to the public should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Officials' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is adjourned.

(6) ***No personal attacks of any kind, under any circumstance.*** Officials should be aware that their body language and tone of voice, as well as the words they use, could appear to be intimidating or aggressive.

(7) ***Follow parliamentary procedure in conducting public meetings.*** Unless otherwise expressly provided, the general rules of parliamentary procedure will be observed. If a rule is not followed and there is no objection, the rule will be considered as waived. The County attorney may serve as the advisory parliamentarian for the Commission and County and is available to answer questions or interpret situations according to parliamentary procedures.

(b) In Unofficial Settings

- (1) ***Make no promises on behalf of the Commission, board/commission or County.*** Officials will frequently be asked to explain a Commission or board/commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of County policy and to refer to County staff for further information. It is inappropriate to overtly or implicitly promise Commission or board/commission action, or to promise County staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).
- (2) ***Make no personal comments about other Officials.*** It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Officials, and their opinions and actions.
- (3) ***Remember that :*** The community is constantly observing Officials every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the County. Honesty and respect for the dignity of each individual should reflect in every word and action taken by Officials, twenty-four hours a day, seven days a week. It is a serious and continuous responsibility.

Sec. 1-14-6 Commission Conduct with Other Public Agencies

- (a) ***Be clear about representing the County or personal interests.*** When representing the County, the Board member must support and advocate the official County position on an issue, not a personal viewpoint. Outside of official board or commission meetings, board and commission members are not authorized to represent the County or their board or commission unless specifically designated by the Commission or the board or commission to do so for a particular purpose and with staff's knowledge.

When representing another organization whose position is different from the County, the Board member should withdraw from voting on the issue if it significantly impacts or is detrimental to the County's interest. Board members should be clear about which organizations they represent and inform the Chairman and Commission of their involvement.

- (b) ***Be equally clear in correspondence about representation.*** County letterhead may be used when the Board member is representing the County and the County's official position. A copy of official correspondence should be given to the County Manager to be filed in the Commission Office as part of the permanent public record. County letterhead should not be used for non-County business or for correspondence representing a dissenting point of view from an official Commission position.

Sec. 1-14-7 Commission Conduct with Boards and Commissions

(a) The County has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the County Commission. They are a valuable resource to the County's leadership and should be treated with appreciation and respect.

(b) ***If attending a board or commission meeting, be careful about personal opinions.*** Board members may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation, especially if it is on behalf of an individual, business or developer, could be viewed as unfairly affecting the process. Any public comments by a Board member at a board or commission meeting should be clearly made as individual opinion and not as a representation of the feelings of the entire County Commission.

(c) ***Limit contact with board and commission members to questions of clarification.*** It is inappropriate for a Board member to contact a board or commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Board members to contact board or commission members in order to clarify a position taken by the board or commission.

(d) ***Remember that boards and commissions serve the community, not individual Board members.*** The County Commission appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Commission; but board and commission members do not report to individual Board members, nor should Board members feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

(e) ***Be respectful of diverse opinions.*** A primary role of boards and commissions is to represent many points of view in the community and to provide the Commission with advice based on a full spectrum of concerns and perspectives. Board members may have a closer working relationship with some individuals serving on boards and commissions but must be fair and respectful of all citizens serving on boards and commissions.

(f) ***Keep political support away from public forums.*** Board and commission members may offer political support to a Board member, but not in a public forum while conducting official duties. Conversely, Board members may support board and commission members who are running for office but not in an official forum in their capacity as a Board member.

Sec. 1-14-8 Conduct with the Media

- (a) Board and commission members are not authorized to represent the County outside of official board/commission meetings unless specifically authorized to do so. Board members are frequently contacted by the media for background and quotes.
- (b) ***The best advice for dealing with the media is to never go "off the record."*** Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. However, one bad experience can be catastrophic. Words that are not said cannot be quoted.
- (c) ***The Chairman is the official spokesperson for the County on County positions.*** The Chairman is the designated representative of the Commission to present and speak on the official County position. If the media contacts an individual Board member, the Board member should be clear about whether their comments represent the official County position or a personal viewpoint.
- (d) ***Choose words carefully and cautiously.*** Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Sec. 1-14-19 SANCTIONS

- (a) ***Public Disruption.*** Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further testimony at that meeting or removed from the Commission Chambers.
- (b) ***Inappropriate Staff Behavior.*** Board members should refer to the County Manager any County staff or to the Commission appointee any appointee's staff who do not follow proper conduct in their dealings with Board members, other County staff, or the public. These employees may be disciplined in accordance with standard County procedures for such action; if it is determined such action did occur. (Please refer to the section on Commission Conduct with County Staff for more details on interaction with Staff.)
- (c) ***Board members Behavior and Conduct.*** Compliance and Enforcement. This Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the County Commission, boards and commissions. Officials themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Chairman and Commission have the additional responsibility to intervene when actions of Officials that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

County Commission members and board and commission members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Commission, and be removed from committee assignments (both within the County and with inter-governmental agencies) by the Commission.

The other members of the Commission, board, or commission should point out to the offending member their infractions.

The affected member may request that the complaint be considered in a public meeting of the Board of Commissioners. A copy of the complaint in writing shall be provided to the affected Member. At such meeting, the County Attorney shall present in detail to the Board of Commissioners the nature of the complaint and the County Attorney's findings and conclusions as to a possible violation of this Code of Ethics and Conduct.

The affected member shall have the right to a full and complete hearing before the Board of Commissioners with the opportunity to call witnesses and present evidence in such person's behalf. The non-implicated County Commission members in attendance shall conduct a hearing in open session and review the complaint. The County Commission may reject the complaint and take no action or take action to formally reprimand or censure the offending member.

(d) ***Board and Commission Members Behavior and Conduct.*** Board and commission chairs (or their designee) may administer counseling and verbal reprimands to board and commission members failing to comply with County policy. These lower levels of sanctions shall be kept private to the degree allowed by law. The Chairman may administer verbal or written reprimands at the direction of the Commission. Copies of all written reprimands administered by the Chairman shall be distributed in memo format to the respective board or commission member, the board or commission chairperson, the County Clerk, the County Manager, and the County Commission. Written reprimands administered by the Chairman shall not be publicized except as required under the Georgia Open Records Law.

The County Commission may impose sanctions on board and commission members whose conduct does not comply with the County's policies, up to and including removal from office. Any form of discipline imposed by the County Commission shall be determined by a majority vote of at least a quorum of the Commission at a noticed public meeting and such action shall be preceded by a Report to Commission with supporting documentation. The Report to Commission shall be distributed in accordance with normal procedures. Any Report to Commission addressing alleged misconduct by a board or commission member shall be routed through the Office of the County Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Georgia Open Records Law.

When deemed warranted, the Commission may call for an investigation of board or commission

member conduct. Should the County Manager and/or the County Attorney, believe an investigation is warranted, they shall confer with the Commission. The Commission shall ask for an investigation of the allegation and a report of the findings.

The results of any investigation conducted by the County Manager and/or the County Attorney shall be reported to the full Commission in a closed session, to the extent allowed under the Georgia Open Meetings law. It may be reported in a verbal or written report. Any written report to Commission addressing the investigation of board and commission members shall be routed through the Office of the County Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests or any other exemption to disclosure under the Georgia Open Records Law. The affected member may request that the complaint be considered in a public meeting. The member shall be provided a copy of the complaint in writing. At such meeting, the County Attorney shall present a report to the County Commission describing in detail the nature of the complaint and the County Attorney's findings and conclusions as to a possible violation of this Code of Conduct. The affected member shall have the right to a full and complete hearing before the County Commission with the opportunity to call witnesses and present evidence in such person's behalf. The non-implicated County Board members in attendance shall conduct a hearing and review the complaint. The County Commission may reject the complaint or take action.

It shall be the Commission's responsibility to determine the next appropriate action. Any such action taken by Commission (with the exception of "take no further action") shall be conducted at a noticed meeting. These actions include, but are not limited to discussing and counseling the individual on the violations; placing the matter on a future public hearing agenda to consider sanctions; forming a Commission ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for Commission consideration.

A violation of this Code of Conduct, alone, shall not constitute a basis for challenging the validity of a Commission, board or commission decision.

Sec. 1-14-10 GLOSSARY OF TERMS

Confidential information means any information to which an official has access in such person's official capacity, which may not be disclosed to the public except pursuant to state and/or federal law and which is not otherwise a matter of public record or public knowledge. Confidential information includes the following information, however transmitted: (i) any information from a meeting closed to the public pursuant to the Georgia Open Meetings Law or other law regardless of whether disclosure violates the Georgia Open Meetings Law or Georgia Open Records Law; (ii) any information protected by attorney client, attorney work product, or other applicable legal privilege; and (iii) any information deemed confidential by law.

Gift means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions, which are regulated by federal, state, and/or local laws or ordinance.

Relative means any person related to an officer within the second degree by consanguinity or affinity. This relationship includes the spouse, parents, children, stepchildren, father and mother-in-law, or son and daughter-in-law, grandparents, grandchildren, sisters and brothers of the officer.

Substantial interest means (i) the ownership of ten (10) percent or more of the voting stock or shares of a business entity; (ii) the ownership of ten (10) percent or more, or fifteen thousand dollars (\$15,000.00) or more of the fair market value of a business entity; or (iii) funds received from the business entity exceed ten (10) percent of the personal gross income for the previous year, and action on the matter involving the business entity will have a special economic effect on the business entity that is distinguishable from the effect on the public. It is expressly provided herein that an investment or ownership in a publicly held company, in an amount less than fifteen thousand dollars (\$15,000.00) does not constitute a substantial interest. Substantial interest in real property means the person has an interest in the real property that is equitable or legal ownership with a fair market value of two thousand five hundred dollars (\$2,500.00) or more; and it is reasonably foreseeable that an action on a matter involving the real property will have a special economic effect on the value of the real property distinguishable from its effect on the public. (Ownership includes any partnership, joint or corporate ownership or any equitable or beneficial interest as a beneficiary of a trust.) A member is considered to have a substantial interest under this policy if a person related to the member in the second degree of consanguinity or affinity has a substantial interest under this Code of Conduct.

Sec. 1-14-11 IMPLEMENTATION

As an expression of the standards of conduct for Officials expected by the County, the Code of Conduct is intended to be self-enforcing. It therefore becomes most effective when Officials are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for County Commission, applicants to board and commissions, and newly elected and appointed officials. Officials entering office shall sign a statement affirming they have read and understand the County of Code of Conduct. In addition, the County Commission, boards and commissions shall periodically review the Code of Conduct, and the County Commission shall consider recommendations from boards and commissions and update it as necessary.”

2.

This ordinance shall become effective immediately upon its approval by the Board of Commissioners of Walton County, Georgia.

3.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed or replaced, as applicable.

SO ORDAINED this _____ day of December, 2022.

WALTON COUNTY BOARD OF COMMISSIONERS

David Thompson, Chair

[SEAL]

ATTEST _____
Rhonda Hawk, County Clerk

WALTON COUNTY, GEORGIA
RESOLUTION NO.

A RESOLUTION OF WALTON COUNTY, GEORGIA, TO AUTHORIZE WALTON COUNTY TO ENTER INTO AN AGREEMENT WITH THE MUNICIPALITIES OF MONROE, LOGANVILLE, SOCIAL CIRCLE AND WALNUT GROVE REGARDING THE DISTRIBUTION OF LOCAL OPTION SALES TAX (LOST) PROCEEDS.

WHEREAS Walton County is qualified to share in the distribution of the Local Option Sales Tax (LOST) levied in Walton County; and

WHEREAS Walton County has negotiated with the cities of Monroe, Loganville, Social Circle, and Walnut Grove regarding the distribution of the LOST revenues;

Let it here by be resolved that: the County is authorized to enter into a LOST distribution agreement with Monroe, Loganville, Social Circle and Walnut Grove, the qualified municipalities in Walton County, specifying that the County shall receive 70%, Monroe shall receive 14.82%, Loganville shall receive 8.97%, Social Circle shall receive 4.80% and Walnut Grove shall receive 1.41% of the LOST proceeds; and

That the Chairman of the Walton County Board of Commissioners is authorized to execute the attached Certificate of Distribution on behalf of the Walton County Board of Commissioners to be filed with the State Revenue Commissioner who will distribute the proceeds of the Walton County LOST as set forth in the Certificate beginning on January 1, 2023; and

That this resolution shall become effective upon its adoption.

This Resolution is adopted this _____ day of _____, 2022.

Walton County Board of Commissioners

David G. Thompson
Chairman, Walton County Board of
Commissioners

ATTEST:

Rhonda Hawk, County Clerk



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Walton County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>Monroe</u>	shall receive <u>14.82</u>	%
City of <u>Loganville</u>	shall receive <u>8.97</u>	%
City of <u>Social Circle</u>	shall receive <u>4.80</u>	%
City of <u>Walnut Grove</u>	shall receive <u>1.41</u>	%
City of _____	shall receive _____	%
City of _____	shall receive _____	%
County of <u>Walton</u>	shall receive <u>70.00</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 6th day of December 20 22.

[Signature]
MAYOR OF THE CITY OF Monroe

[Signature]
MAYOR OF THE CITY OF Loganville

[Signature]
MAYOR OF THE CITY OF Social Circle

[Signature]
MAYOR OF THE CITY OF Walnut Grove

MAYOR OF THE CITY OF _____

[Signature]
MAYOR OF THE CITY OF _____
CHAIRMAN BOARD OF COMMISSIONERS OF

Walton COUNTY