



CITY OF WALNUT GROVE
October 27, 2022 10:00 am
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL

Council Called Meeting Agenda

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. AGENDA APPROVAL**
- V. CONSENT AGENDA**
 - 1. Southeast Probation Services Agreement**
 - 2. Minutes**
 - A. August 11, 2022 Council Meeting Minutes
 - B. August 25, 2022 Council Work Session Minutes
 - C. September 8, 2022 Council Meeting Minutes
 - 3. Invoices over \$5000**
 - A. Walton County Board of Commissioners
 - B. Southern Sanitation
- VI. OLD BUSINESS**
 - A. City Island Properties
- VII. NEW BUSINESS**
 - A.
- VIII. EXECUTIVE SESSION**
 - A. Employee Matter
 - B. Contracted Services
- IX. ADJOURN**



Agreement for Provision of Probation Services for the Municipal Court of Walnut Grove, 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 the **City of Walnut Grove, Georgia**, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as “City” with the express written consent of the Chief Judge of the Municipal Court of Walnut Grove, Georgia. This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the agreement under the specific authority of Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated.

WITNESSETH:

WHEREAS, City wishes to contract with Contractor to provide probation services for the Municipal Court of Walnut Grove, 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;

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

Section 1: Contractor’s Services

The Selected 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 Walnut Grove Municipal 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 offender by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrear only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each Offender. The Contractor will further provide a written receipt of all moneys paid to the Contractor by an Offender each time he or she makes a payment.
 - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, 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 city limits of Walnut Grove, 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. 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 City of Walnut Grove, 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 City of Walnut Grove, Georgia, and shall make the same available only to the Court, Walnut Grove city 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 the City of Walnut Grove, 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 must have the ability to integrate the collection of data and payment information with the Court's Case Management System. Integration must be completed per the instructions of the Court and the City of Walnut Grove's Department of Information Technology. The Contractor must provide at its own expense any necessary software, hardware, equipment, and communication services in order to accomplish this transfer of data and daily court operations. The responsibility of data assurance, integrity, and security is the responsibility of the Contractor and must meet the standards established by best business practices and regulatory statutes.
27. 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.
28. The Contractor shall supervise all persons assigned to probation by the Walnut Grove Municipal 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.
29. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
 - a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-100;
 - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8- 102;
 - c) Has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-102; 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. §42-8-102.
 - 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.
30. Under no circumstances shall costs or charges be incurred by the Court or the City of Walnut Grove



from the Contractor for services rendered to the Court or the City. Under no circumstances shall the Court or the City be invoiced, receive a statement, or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.

31. 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.
32. Within thirty (30) calendar days of Agreement termination with the City, the Contractor shall return/turn over to the City of Walnut Grove all files, documents, correspondence, papers and databases applicable to the City'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 City.
33. Conflicts of Interest: The Contractor shall deliver to the City 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 City. The affidavit shall further state that in rendering services to the City 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 City.

During the course of performing services for the City, the Contractor shall disclose immediately to the City, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor's City'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 City 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 City may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the City to pursue damages or other remedies.

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

34. 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 City 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: City's Responsibilities

The City'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, 2027. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the City, in consultation with the Chief Judge, and by the Chief Judge, with the approval of the City, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon ninety (90) days' prior written notice to the City 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 City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force with the City of Walnut Grove 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 City of Walnut Grove."

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 City 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 City 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 City 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 City.

5.3 Modification

This Agreement constitutes the entire understanding between the City 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 City 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 Municipal 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 City 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 City 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 City of Walnut Grove 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 the affidavit attached as Exhibit 1. 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/City shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Walnut Grove, at the office of the City Clerk, 2581 Leone Avenue, Walnut Grove Georgia 30052. Any notice to or demand upon the Court/City shall be sufficiently given if delivered to the office of the City 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 City Clerk or to such other representative of the Court/City or to such other address as the Court/City 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.

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.



Municipal Court of the City of Walnut Grove

BY: _____
Mark Moore
Mayor

BY: _____
Samuel M. Barth
Chief Judge

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: _____

NOTE: If the CONTRACTOR is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed.



**EXHIBIT A
DETAILED FEES/SERVICES**

| FEE SCHEDULE | | | |
|---|--------------------|-------------------------|----------------------|
| ALL AT NO COST TO CITY OF WALNUT GROVE MUNICIPAL COURT | | | |
| 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 SERVICES CORRECTIONAL SERVICES AGREEMENT BETWEEN SOUTHEAST CORRECTIONS, LLC. (SOUTHEAST CORRECTIONS) AND THE MUNICIPAL COURT OF WALNUT GROVE

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.

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.



CITY OF WALNUT GROVE
September 8th, 2022 7:00 PM
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL

Council Meeting Minutes

ELECTED OFFICIALS PRESENT:

Mayor - Mark Moore
Mayor Pro Tem - Jon Dial
Council Members -
Linda Pilgrim
Stephanie Moncrief
Erica Miles

STAFF PRESENT:

Deputy City Clerk - Sonya Cox
City Attorney - Tony Powell
Assistant Attorney - Jay Crowley
P & Z Chairman - Don Cannon
Public Works - Brian Pilgrim

OTHERS PRESENT: Dana Seger, Chishe Thomas, Gina Cowart

- I. CALL TO ORDER** - Mayor Mark Moore
- II. INVOCATION** - Tony Powell
- III. PLEDGE OF ALLEGIANCE** - All Participated
- IV. AGENDA APPROVAL** - Council member Stephanie Moncrief made motion to approve. Council member Jon Dial seconded. Passed unanimously.
- V. CONSENT AGENDA** - Council member Stephanie Moncrief made motion to approve. Council member Jon Dial seconded. Passed unanimously.
 1. Financials
 2. Invoices over \$5000
 - a. Southern Sanitation
- VI. COMMITTEE REPORTS**
 1. Community Involvement Committee – Council member Linda Pilgrim gave an update on the Park Market coming up on September 10th, 2022 in which Elsa from Frozen would be there. She also stated that Elsa is sponsored by Hydraco. In October they will be partnering with Faith and Blue group to honor our first responders. The Community Involvement meets the second Tuesday of every month @ 7:00 and are always looking for new ideas and new members.
 2. Parks and Recreation/Public Works – Council member Jon Dial stated that they had received some letters from the Girl Scouts asking for the city to have a dog park. One of the Girl Scouts asked for a toddler park. They have had several requests for a dog park before so maybe now is the time to look into it. Council member Jon Dial made a motion to begin the process of getting a dog park. Stephanie Moncrief seconded. Passed unanimously.
 3. DDA Report – Council member Erica Miles reported the DDA has not met in a

few months. They are waiting on the Master Plan to be created before they start moving forward with anything.

4. Education Involvement Committee – Council member Stephanie Moncrief reported that she is continuing to work on a program where they support the staff at all three schools in our cluster as well as student groups who would like to come to council and possibly match funds with their fund raising. She still has some research to do will bring that to the next work session. There's a lot of stuff coming down the pipes, some stuff she can't share quite yet. Football season is in full force at the schools. The High school is 2 for 2 which is the best they have had in many many years. Come on out to a game, it is way more fun than what you would think.

VII. PLANNING AND ZONING COMMISSION – Chairman Don Cannon spoke about their last meeting on August 8th, 2022. A public hearing had been called to hear a variance request on a piece of property on the northeast corner of Guthrie Cemetery and Industrial Parkway. The applicant and/or anyone representing the applicant failed to appear so that was closed without any action taken. They have been working with City Attorney Tony Powell to determine how and where the proposed planning commission by-laws would be placed in the zoning ordinance and in doing so Mr. Powell has found some areas that need some tweaking. He has provided some information and they will be taking that up at the meeting on the September 15th, 2022 and then pass on to Mayor and Council for consideration. Don commented they certainly regret Brenda Ramsey's resignation from the commission. He stated they appreciate the time and service she provided while as a member and her presence will certainly be missed. With that they will be looking for a replacement to serve on the committee.

VIII. LIBRARY REPORT - Librarian Dana Seger reported that August had been a great month for them. They were expecting it to be slow with the Covington Library shut down for the month, but they were extra busy. September is library card sign up month, so everybody who comes to the library will get a brand-new library card and a free book. The adult books are through donations and the children's books are through the grant received from Dollar General for \$3000.00. The Bookmark contest winners are posted on Facebook with a great video and music of all the winners. The tentative schedule for September is out. They have a new event every month and are having a home school family meet and greet on September 28th, 2022. Council member Jon Dial asked about a program for reading to the dogs. She explained that the Saturday before Halloween they will be having a Halloweener story time. There will be two wiener dogs dressed up as hot dogs for Halloween and there will be a story shared. Dana also thanked Council member Stephanie Moncrief for helping plan the upcoming 10-year anniversary. Council member Linda Pilgrim commented that she really enjoyed the local author talk, the book club really enjoyed it, and it was a really good event.

IX. PUBLIC COMMENTS - None

X. OLD BUSINESS - None

XI. NEW BUSINESS

1. City Island Properties - City Attorney Tony Powell commented that he has an updated list numbers that is right and you got the acting clerk designation in there so if you decided to approve the resolution it just starts the process of finalizing the outer boundary of the city so that everything within the corporate limits are inside the city limits. They are correcting a few

things which are record keeping issues and then there are some islands that need to be annexed in. Council member Jon Dial made a motion to bring in the islands into the city. Council member Stephanie Moncrief seconded. Motion passed with 3 yes votes and Erica Miles abstaining.

2. Variance Request - Serfio Quesada - Parcel #WG010069 - Mayor Mark Moore stated that they were to have a public hearing tonight on a Variance for Sergio Quesada concerning Parcel # WG010069. Mr. Quesada was not in attendance. The mayor asked if there is anybody who wanted to speak in favor or opposing this matter. No one replied. With that being said the council has the choice with this one. Council member Stephanie Moncrief made a motion to deny the request. Council member Jon Dial seconded. Motion passed unanimously.

XII. REPORTS

1. Public Works Report - Public Works Director Brian Pilgrim reported that they are busy keeping the grass cut, doing their daily chores, and keeping the bathrooms clean at the park. They are down one employee and looking for another at this moment. They really have their hands full with all of that.

2. Clerk's Report - Deputy City Clerk Sonya Cox reported there were 14 tickets this month, 8 from the Georgia State Patrol and 6 from Walton County.

3. Mayor Report - Mayor Mark Moore reported that the city met with Georgia DOT concerning the round-about, purchasing the property and what they have planned. It is still moving forward in the construction of the summer of 2024. They will be contacting the landowners with offers somewhere in January and February, they will come up with a game plan on that. They discussed a few things that need to be fixed. One of which is looking at shifting the road on Hwy 81 over slightly to accommodate for a sidewalk in front of the Methodist Church without interfering with the Cemetery. They can put a sidewalk all the way down to Park St. The other thing is the water problem coming off Hwy 138 going down Thompson Lane. They are going to try address that with this construction. They also had the opportunity to ask for a light on Guthrie Cemetery and Highway 81 at the new firehouse and they are looking into that. Concerning the master plan, he has met with over four different designers over the last couple of weeks. They are coming up with a concept for an idea about how much it would cost and working with the Atlanta Regional Commission to get a grant to pay for 80% of the cost. Sewer was discussed with the engineers about alternatives to our sewer plant. There is more demand than the current plant will allow. As the figures come in, he will let that be known to the council. The city is in the process of looking for a new city clerk.

XIII. TOWN HALL DISCUSSION - Home owners Clishe Thomas and Gina Cowart spoke to the council about the problems with the paving in Emerald Cove Subdivision. Mayor Moore explained the point of order to Ms. Thomas and Ms. Cowart. This should have been presented at the time of Public Comments normally the town hall is not brought into the record. It is usually a light discussion but, in this situation, he wanted to ask that this be brought into record. Mayor Moore asks them a couple of questions concerning if they had contacted City Hall, a council member, or Public Works on this before now? Ms. Cowart said that she had contacted City Hall during the process. Then she heard all their neighbors concerns and decided, as the HOA,

to get everybody together and get this petition started. They did not want 80 people calling. They wanted to bring it together because the city is the one who made this decision to use this company. They wanted to bring it to show that it is effecting their community as well as some of your community. Mayor Moore said that he already has the City Engineer working on it and he has contacted Walton County since they did the paving. The city subbed out the milling and he is working John Alman who is head of the Walton County Public Works, to see a solution can be found. Mayor Moore asked that if you all will make him a list of the properties that are severe and email the pictures, so he can make it park of the record. Ms. Cowart informed Mayor Moore that the packet that she handed out had pictures and it was throughout the whole neighborhood. City Council member Stephanie Moncrief addressed Mayor Moore letting him know that she was aware of the problem and she serves on the board. They have tried to come up with the best way to represent the city, and since the city Council made the decision to pave the road, it was decided by the board and the neighborhood that they wanted to come to the council. Mayor Moore asked council member Stephanie Moncrief if she was aware of this. She stated that she was. Mayor Moore stated to Council Member Stephanie Moncrief that she did not bring it up to the city and she did not contact him. Council Member Stephanie Moncrief answered no she did not. Mayor Moore said that he finds that odd, that as soon as the problem is done, their equipment is out there, and there is an issue. If she would have reached out to him at that time he could have addressed this issue a lot quicker. Council Member Stephanie Moncrief said she does not find it odd. She was working with her neighborhood, and it had been brought to City Council, somebody made a phone call. Mayor Moore stated that he was going to find out about that and that he is going to address this. He wishes he would have been updated sooner so he could have moved on this quicker. He does find it unusual that it was this amount of time before someone said hey we've got a problem. If he don't know it is broken he can't fix it. Mayor Moore said that he was going to investigate and that this is not something that is going to get pushed to the side. Walton County did do Magnolia Springs and he hasn't had any complaints. His understanding is that they put the same thickness, a inch and a half, down in Emerald Cove as they did Magnolia Springs. Several residents of Emerald Cove spoke on the matter. The mayor said that this has caught him by surprise, but he will get it fixed.

XIII. COUNCIL COMMENTS - Jon Dial stated he was glad to see everybody here and wished they would come every month. There is a lot going on in the city and it may not seem like much to some but it is important to the people of Emerald Cove. There are other neighborhoods that need to hear what is going on and so it helps to have everyone in the community out. Tell people if they cannot get here, they can get online. They have no excuse not to be able to see the meeting or hear what is going on. The three people that are online I appreciate you being here as well.

Erica Miles - Appreciates everyone coming out tonight and voicing your concerns. Hopefully this is taken care of quickly, as there have been a lot of citizens come out recently and voicing concerns. She is just thankful that we live in a city who cares how aesthetically pleasing the city looks.

Linda Pilgrim - Agrees that voicing concerns is very important and they can't fix what they don't know about. You might know your little corner, they might know another little corner but, they don't know everything going on. So it is good to speak up and let the city now. She said "We appreciate it. Thank you so much."

Stephanie Moncrief - Wanted to thank everyone for coming out. She is very happy to be a part of a neighborhood who cares so much about each other, bringing your concerns together as a group, and try to get something fixed. So thank you guys for coming out tonight.

Mayor Moore - Commented that like he said, he is going to address this. There are a lot of things in the city that has gone too long unaddressed like Thompson Lane. This is a road that has been forgotten. There has been a lot of clean up, and it is really impressive. The council is working on the whole city to get it a lot better place to live. He commented that we are going into an executive session. We will be in there a few minutes but you can hang around or you can leave.

XV. EXECUTIVE SESSION - Employee Matter - Council member Stephanie Moncrief made the motion to go into executive session. Council member Jon Dial seconded. Motion passed unanimously.

Council member Stephanie Moncrief made the motion to adjourn from Executive Session. Council member Jon Dial seconded. Motion passed unanimously.

XVI. ADJOURN - Council member Stephanie Moncrief made motion to adjourn. Council member Erica Miles seconded. Passed unanimously.

Respectfully Submitted

Sonya Cox,
Deputy City Clerk

Approved

Mark Moore,
Mayor



CITY OF WALNUT GROVE
August 25th, 2022 10:00 AM
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL

Work Session Minutes

ELECTED OFFICIALS PRESENT:

Mayor – Mark Moore
Council Members -
Linda Pilgrim
Stephanie Moncrief
Erica Miles

STAFF PRESENT:

Deputy City Clerk - Sonya Cox
City Attorney - Tony Powell
Assistant Attorney - Jay Crowley

OTHERS PRESENT: None

I. CALL TO ORDER - Mayor Mark Moore

II. INVOCATION - Tony Powell

III. PLEDGE OF ALLEGIANCE - All Participated

IV. AGENDA ITEMS

1. City Marshall - Mayor Moore advised of moving this to the next city council meeting. Council member Linda Pilgrim asked if the city was looking to replace code enforcement with a city Marshall in this budget year or next year. Mayor Moore explained the pay for this position is between \$30,000 to \$58,000 per year. Liability insurance would be \$2500 per year and training with post certification estimated at \$2500 per year by Walton County Sheriff's Department. Total yearly estimate is between \$42,000 and 60,000.00 per year.
2. Walnut Grove Education Involvement Committee Proposal - Council Member Stephanie Moncrief spoke on moving forward to create an Education Involvement Committee. She also asked to officially get a line item proposed for next year's budget. This year she would ask the council to approve \$5000 to go toward supporting the staff and administration. If there is anything left over, they can come to council and request up to \$200 of matching funds that they have already raised to help support student groups and organizations.
3. City Island Properties - Attorney Tony Powell spoke on this about the legislation requires us to clear up islands and get these properties into the city. They pay taxes and have garbage pickup and they need to be inside of the city. Attorney Powell said this needs to go to Council Session.
4. Code of Ethics and Conduct - Attorney Powell spoke on this and advised to put this on the next work session.
5. Sign Ordinance - Attorney Powell assured us that they have a draft and should have a draft for next work session.
6. Variance Request - Sergio Quesada - Parcel WG010069 Attorney Powell advised at the council meeting to send it back to planning and zoning commission for their hearing. Then give them a specific date and they have got to advertise for a public hearing through the commission alone.

V. ADJOURN - Council member Stephanie Moncrief made motion to adjourn. Council member Erica Miles seconded. Passed unanimously.

Mayor

City Clerk



CITY OF WALNUT GROVE
August 11, 2022 7:00 PM
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL

Mayor - Mark Moore
Council Members -
Linda Pilgrim
Erica Miles
Stephanie Moncrief
Jon Dial
City Clerk - Keegan Ramsey
Public Works - Brian Pilgrim
City Attorney - Tony Powell
P & Z Chairman - Don Cannon

Council Meeting Minutes

Public - Dana Seger, Chris McCrary, Pam Schloemer, Todd Heil, Steven Heil, Maxine McClanahan, Michelle Anderson, Kathy Brown, Paul Jones

- I. CALL TO ORDER** - Mayor Mark Moore
- II. INVOCATION** - Tony Powell
- III. PLEDGE OF ALLEGIANCE** - All Participated
- IV. AGENDA APPROVAL** - Council member Stephanie Moncrief made motion to approve. Council member Erica Miles seconded. Passed unanimously.
- V. CONSENT AGENDA** - Council member Linda Pilgrim made motion to approve. Council member Jon Dial seconded. Passed unanimously
 1. July 14th, 19th, & 28th Meeting Minutes
 2. Financials
 3. Invoices over \$5000
- VI. COMMITTEE REPORTS**
 1. Community Involvement Committee – Council member Linda Pilgrim reported the next Park Market on Saturday August 13th, 2022 from 10 am -4 pm which will be the Back to School Bash with goodies for the kids. September's Market is still in the planning stages. The October Market will be partnering with Faith in Blue with plans to be bigger than last year. Then we'll be moving into our Christmas Tree Lighting.
 2. Parks and Recreation/Public Works – Council member Jon Dial reported we're still waiting on for the lights to come in for the softball/baseball field. There is discussion about it becoming a true Little League park.
 3. DDA Report – Council member Erica Miles reported the website is on hold until the Master Plan is developed. DDA is trying to get marketing for the development of the downtown area.
 4. Education Involvement Committee – Council member Stephanie Moncrief reported she did not reach out to schools this week because of the start of school. The high school is almost ready with their football field, the new turf is down. They have the new building being built which is going to be about a year long endeavor. She will reach out to principals and assistant principals this week and see how they are doing. Mayor Mark Moore gave congratulations to the BB Gun Team, they came in first in the nation. Also, the West Walton 5-6 baseball USSSA team came in first place in the country also.
 - 5.** Library Report - Librarian Dana Seger reported the summer reading program has concluded, they gave away 519 books as prizes and Scoops gave free ice

cream to every child that read 10 books, at least 100 children received ice cream. In August they will be having Lego Nights, family game afternoons and Miss Moore's weekly story time every Tuesday at 11. This month is Apple Scavenger Hunt, so all kids that find apples in the library receive a prize. Next month is the second annual bookmark contest.

VII. PLANNING AND ZONING COMMISSION – Chairman Don Cannon reported the commission continues efforts to refine the city's zoning ordinance which is an ongoing process. Joe Walter, our Zoning Administrator, is working on revising our ordinances to include the amendments that have been passed. August 18th, 2022 at 7 PM there will be a public hearing to hear a variance request to reduce setbacks to allow for construction of a building to house a cabinet shop, at the northwest corner of Guthrie Cemetery Road and Industrial Parkway. Mayor Mark Moore commented if the variance is on the M1 zoned area, reply from Chairman Don Cannon was yes.

VIII. PUBLIC COMMENTS - Mayor Mark Moore wants to celebrate Ms. Donald's 94th birthday today.

IX. OLD BUSINESS - None

X. NEW BUSINESS

1. Rezone Application & Public Hearing- 11.195 Ac. Parcel NO. WG010026 From A-4 to M-1 - Mayor Mark Moore wanted to discuss the rezoning and the procedures. We are modeling it after the other cities in the county. First the developer is going to come up and make a statement about what he's trying to do. Then any parties that are in favor of the rezoning, then parties that are opposed, and then the developer will come back up and do a rebuttal. Council member Erica Miles stated she helped the developer purchase the land inside the rezoned area and asked to be recused from anything to do with this. City Attorney Tony Powell explained the steps for recusal. Ms. Miles was dismissed from the room.

a. Public Hearing

Planning/Zoning Chairman Don Cannon stated a public hearing was held on July 21st, 2022 where Mr. Chris McCrary presented the case for the developer in respect to the zoning application for 11.195 acres from agricultural to M1. Six individuals spoke against the recommendation. After the required public hearing the members of the Commission found that the access point to the proposed project to be inadequate and as such, ingress and egress to the project would cause irreparable harm to the existing properties and residents in the area. Don Cannon recommended that the application to rezone the subject property be denied, Brenda Ramsey seconded and the recommendation was unanimously approved by the commission.

Representing the developer is engineer Chris McCrary. He stated an application was submitted to rezone 11.19 acres on parcel WG 010026 and a portion of the church property. We are requesting rezoning to M1 into office warehousing and a piece of the property does touch Hwy 81. Last month we heard a lot of concerns so we are requesting tonight to defer the case for 180 day so we can go back to look at options.

The Mayor asked for anyone in favor of the development to come up. There were none. Then he asked for anyone not in favor to come up.

Resident Pam Slower, 2561 Leon Avenue made a statement many have agreed to yield their time to Todd Heil to represent them.

Resident Todd Heil, 2650 Leon Avenue N showed appreciation for the planning and development for regrouping and trying to do something different. He and other residents were at the first planning and zoning meeting on June 16th, 2022 which was canceled. They have concerns as residents about putting some kind of industrial or something over in that area. He felt like they didn't get enough notice. He knew it was in the paper, but feels letters should have been sent out to the community or via social media. The other concern is safety, with three schools on Hwy 81 and two just off the highway makes morning traffic horrible. Just after the first meeting there was a car that went through a house and you're talking about putting an easement and widening the road. Engineers checked with the church and it was ok, but nobody checked with the residents. When something like this goes in, Mr. Howell believes you should find out what the residents would like and work together. If it was four laned, what are we going to do with the subdivision traffic getting out, Park Street going across and other places where it's already a strain. Then you have issues of the elderly right next to the easement on the left side, and the family in the Brown's home on the other side with physical and emotional disabilities. They have a pool and the shaking of the ground cracks the pool. Who's going to be responsible for fixing all this? A decel lane just 50 foot from the Brown's home, right where the easement would be with no way of getting out safely and the noise. There is only 6 foot on each side of the sidewalk and the buffers, and there's supposed to be 12 foot. Where are you going to get the other property from? There's not enough room for the trucks and different things to go in and out now. We were proposed to get copies of the buffers, we never got them. It was misrepresented in the zoning from the warehouse to manufacturing which will actually depreciate the value of homes. They're supposed to have 48 foot for the two lanes. Larger businesses will most likely be the one to rent the warehouses not small business owners, they will not be able to afford them. How can we guarantee if the warehouses do go in that they're going to stay full? If they don't stay full it attracts criminal actions in these places. You have Walnut Grove Park going in right there at the fire station. If all these people are against it and it was voted down last time, why in the world would you want to vote it in now and go against people that are in this community?

Resident Pam Schloemer, 2651 Leon Avenue did some research on the effect and has a concern that she has heard consistently is the fact that this has been represented verbally in every meeting that has been attended as warehousing . She asked how is this applied for at the zoning meeting, and it's applied for manufacturing. This will cause a decrease in property values. Were you intending to bring warehousing and small business in, then there's nothing that in 5 or 10 years from now they can't put a fertilizer plant behind this if you put it as manufacturing. Commercial is the highest value warehousing is second with manufacturing having the largest hit on depreciating our property values. You've got 11 houses involved on 81. She asks that if we're going to do this, that we take it commercial so that they as the property owners can maintain the value and get out of their houses what it will take to replace them.

Resident Steven Heil, 2650 Leon Avenue commented that it has been talked about wanting to slow the traffic down right there, lower the speed limit and wanted to know why you will have to do that if it's not already dangerous right there.

Resident Maxine McClanhan, 4081 Habersham Circle noted there were no pros

tonight and she hasn't found any. Cons, short and sweet, she feels like it puts a huge building footprint at the wrong location. It doesn't fit good between a downtown area and a park. It will have a impact on green space and a poor visual impact. She thinks it will bring a detriment to future commercial building. It affects the population negatively. It leaves the door open to less desirable manufacturing. The citizens don't want it, so why not approve something more fitting for that location, such as movie theater, bowling alley, carpet golf complex or medical facilities. This would provide more services for the citizens. This is not a project, that if you vote yes, you're going to be putting a feather in your cap. So don't turn around and say to the citizens "that we don't care", because a yes vote is pretty much stating exactly that. She stated we want our voice to have meaning and to make sure it is heard.

Resident Michell Anderson, 2641 Leon Avenue stated that already on 81 the traffic is horrible and the trucks going down the road rattle the windows. If another development goes in behind there it is going to make it worse. It's way too much right behind her house.

Resident Kathy Brown, 915 Highway 81, moved here because of the quite small town feel. This would be right behind her house and it would not have that feel. She would have an industrial park right behind her and that is not what she wanted when she moved here.

Resident Pam Schloemer forgot to ask why does the entrance have to come off 81. Why can't it come off the turn around?

Mayor Mark Moore asked the developer to come back up and do a rebuttal.

Engineer Chris McCrary stated they are willing to accept a condition to limit uses to only add office warehouse use, small businesses that need a little bit of storage and office space to run the business up front. So do a condition to limit the use and never be manufacturing on this parcel, until somebody in the future comes back and ask for changing conditions or a completely new rezoning case. As far as the entrance goes, that's something we're trying to reconsider, but we've got to look at all options that are available out there. We would like to request and defer it so we can go back and see what the options are and try to address the concerns and come back. We're willing to do conditions so we're not getting into anything beyond a typical 8 to 5 business, no manufacturing, nothing that's going to be out there that's going to create any kind of pollution, smoke or excessive noise.

Mayor Mark Moore asked about a simple option to look at C2 versus manufacturer (M1).

Engineer Chris McCrary stated he was willing to talk to his client.

Council member Linda Pilgrim made motion for deferral for the 180 days for the rezoning application for parcel number WG 010026 from A4 to M1. Council member Jon Dial seconded. Council member Stephanie Moncrief wanted to make sure that after the 180 days the application goes back to Planning and Zoning and that there is a public hearing again. Mayor Mark Moore stated that he will get the advertisement out there when it goes back to Planning and Zoning once the plans are in place so you can see what's changed. The question was asked by the public, if applies to the property itself or the person applying. City Attorney Tony Powell replied with it attaches to the property. Public question was asked about what the codes are. Mayor Mark Moore explained there is C1, C2 and then manufacturer (M1)

Commercial is like PapaJohn's, an auto body shop and so forth. A lot of the properties on 138 are C2 and certain things are allowed under our ordinances, which can be found online, it has a list of what companies are allowed in the C1, what's allowed in the C2 and in M1. Public question was asked if the properties directly involved could at least be mailed a copy that this is beginning again and when the meeting is taking place. Mayor Mark Moore asked residents to contact City Hall and give their name, address and email so they will be informed. City Attorney Tony Powell understands that the developer will be talking to residences and conduct some consensus gathering. There can be some conditions in place to take care of certain things and to restrict the property to specific things, but they have to be applied with words at the zoning meeting, then the council has to attach it to zoning. Mayor reminded there is a motion and a second. No more discussion. Motion for a 180 day deferral passed unanimously.

Council member Erica Miles was brought back into the council room.

2. Sign Ordinance - Mayor Mark Moore stated the sign ordinance has to be revitalized to make it a bit harder for billboards to come into the city and he deferred this to Mr. Powell. City Attorney Tony Powell explained an application came into the city that was a defective application that pointed out some deficiencies in the sign ordinance. Two things we're trying to do is 1) make sure you don't have things in the city you don't want and 2) trying to cost effectively engineer an effective sign ordinance. Mayor Mark Moore stated the moratorium is in place and the city needs to follow the attorney's recommendations because of First Amendment rights. The sign ordinance will be moved over to old business on the next council meeting.

3. Millage Rate Rollback to 5.197 - Mayor Mark Moore stated there is a public hearing on this and if anyone would like to make a statement about the rollback, what it does, it keeps your current cost exactly the same. It does not add any more taxes. Maxine McClanahan asked if the tax stays the same but the property assessment goes up it changes? Per City Attorney Tony Powell the rollback is intended from a rate structure to keep your taxes exactly where they are. In other words, you had a higher mileage rate and you're rolling it back so that you don't have any increase in tax at all. Including the fact that your assessments may have gone up, it's rolling that assessment back, it is keeping taxes exactly where it is without any increase. Council member Erica Miles made the motion to approve the mileage rollback to 5.197. Council member Linda Pilgrim seconded. Motion passed unanimously.

4. Moratorium on Downtown Center Extension - Mayor Mark Moore opened the floor to any comments. Paul Jones wanted to introduce the plans they have been working with since last year. He just received these at 5:30 this afternoon. They are the revised edition for the downtown center. Everything on the front side at the road, if we do it in phases, that's phase one and pretty much it's going to stay the same. Everything towards the back, towards the creek, we could say that's phase two. There's different ways to handle that water, but we have guidelines and restrictions and the EPA because that is part of Cornish Creek water reservoir. He basically wants to use that as an update without the amphitheater. Mayor Mark Moore explained the moratorium on the downtown overlay and the Town Center which is the

square block of Walnut Grove Parkway, 138 and 81. This information is on the City website. The moratorium ran out on the 1st of August. So the council needs to consider if we want to reimpose it for the next 6 months, limit it to the square block or just not approve it at all. We have a very limited sewer supply. The sewer plan expansion is going to be about 18 months, so we're not going to get an approval permit from the state until December. Then we have to send it out for bid and construction, so we are looking at conceivably a year from January before we have extra sewer. Council member Stephanie Moncrief made a motion to put a moratorium on all development, what we have in place right now, extend that for another six months. Mayor Mark Moore asked for clarification if that is for inside the Town Center or the downtown overlay. Council member Stephanie Moncrief replied the downtown overlay. Council member Erica Miles asked how the moratorium work, does it prohibit them from making future plans and bringing them to council? Mayor Mark Moore replied yes. City Attorney Tony Powell added that you can't take it to your planning director to start construction. What you're really stopping is the process of actual development. The purpose of a downtown moratorium is you're trying to plan the area, so you're just freezing that from building permits and applications. Mayor Mark Moore wanted to clarify anything could happen in an area that's not already zoned as a C1, C2, commercial, et cetera. If it's agriculture it still has to go to planning and zoning and the zoning administrator before any action can take place and it can still be denied regardless of whether or not we have a moratorium. The moratorium does affect a business that already has a C1, C2 zoning to come in there and add their business to it. It affects what has to be rezoned. City Attorney Tony Powell explained having a moratorium in place you're ratcheting up your controls. You also control that growth by having accessibility to sewer. It's probably stronger than the zoning is in terms of whether something is built or not because they have to have sewer. Council member Erica Miles seconded the motion. Motion passed 3 to 1, council member Linda Pilgrim voting no.

XI. REPORTS

1. Public Works Report- Public Works Director Brian Pilgrim reported regular monthly maintenance was done. There was some storm damage to the silk fence on Park Street and Walton EMC had to cut 2 tress off the power lines, once of which controlled the power to our sewer plant lift station. He also presented a letter from Georgia Department of Natural Resources. GA DNR does an inspection every 5 years and the City passed everything on the checklist and we exceeded the demands for the park.

2. Clerk's Report - Keegan Ramsey read the balances of the city bank accounts.

3. Mayor Report - Mayor Mark Moore added that the sewer is going to cost \$1.8 with a 50,000 gallon capacity. We are still waiting for the permits to come through to build this expansion with an estimated time of December of this year. I am happy to report that phase three, with a direct discharge into Cornish Creek, we do have our waste load allocation, so that's the first process for phase three. The deep patching in Emerald Cove is complete and John Allman assures us that it will be paved while it is still warm enough. He has spoken with Georgia DOT about the speed limit on anything other than 81 or 138 inside the city limits be reduced to 35. He's also meeting DOT with the property owners on the roundabout. It has been approved and they are slated to start construction in the summer of 2024. We are looking into converting one of the tennis courts into pickleball. Also Walton County is working on a revised plan for the 220 acre park around Corn Dogs. The master plan is delayed and he's trying to get a concept plan. Once we get a concept plan of what that Town

Center looks like we'll invite everyone out and look at it. If you like it, then we will move forward with an engineering concept.

- XII. TOWN HALL DISCUSSION** - Someone commented that we are doing an awesome job with the Little League.
- XIII. COUNCIL COMMENTS** - All council members were glad for the turn out of citizens and for the comments.
- XIV. EXECUTIVE SESSION** - None
- XV. A D J O U R N** - Council member Stephanie Moncrief made motion to adjourn. Council member Jon Dial seconded. Passed unanimously.

Respectfully Submitted

Dawn Stubbs,
Acting City Clerk

Approved

Mark Moore,
Mayor

Walton County

INVOICE

Walton County Board of Commissioners Finance Dept

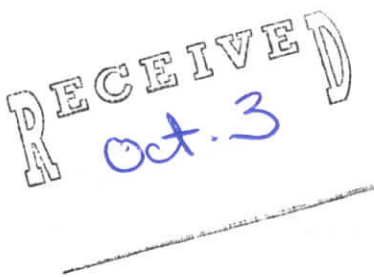
303 South Hammond Drive
Monroe, GA 30655
Phone 770.266.1726 Fax 770.266.1522

DATE: September 27, 2022
INVOICE # 6
FOR: Tax Collections Fees

Bill To:

City of Walnut Grove
2581 Leone Avenue
Loganville, GA 30052

Attn: City Clerk

| DESCRIPTION | AMOUNT |
|---|--------------------|
| City Collection Fee 2022 | |
| City Tax - Next Taxable \$52,048,491 X 5.197 (mill rate) X 2.5% = \$6762.40 | \$6,762.40 |
| Due 45 days from billing. | |
|  <p>RECEIVED Oct. 3</p> | |
| TOTAL | \$ 6,762.40 |

Make all checks payable to Walton County Board of Commissioners
If you have any questions concerning this invoice please call the Finance Dept. (770) 266-1726.

THANK YOU FOR YOUR BUSINESS!



Missy Peters <mpeters@co.walton.ga.us>

Fwd: City Collection Billing

1 message

Milton Cronheim <milton.cronheim@co.walton.ga.us>
To: Missy Peters <mpeters@co.walton.ga.us>

Tue, Sep 27, 2022 at 11:27 AM

Just Monroe and Walnut Grove.. Thanks.

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

From: Derry Boyd <dboyd@co.walton.ga.us>
Date: Tue, Sep 27, 2022 at 11:25 AM
Subject: City Collection Billing
To: Milton Cronheim <milton.cronheim@co.walton.ga.us>

Milton,

Tax bills were mailed Sept. 7, 2022

Please bill the cities according to the information below for 2022 collections:

Monroe

City Tax = Net taxable 621,816,322 X 7.060 X 2.5% = \$109,750.58

Walnut Grove

City Tax - Net Taxable 52,048,491 X 5.197 X 2.5% = 6,762.40

Per the agreement, due 45 days from billing date.

Thanks,

Derry M. Boyd
Walton County Tax Commissioner
Office: 770-266-1760
Fax: 770-267-1416

Milton Cronheim, CPA, CFE

Finance Director

Walton County Board of Commissioners

303 S Hammond Dr, Suite 333

Monroe, GA 30655

Phone: 770-267-1964

Cell: 770-843-3500

Fax: 770-266-1522

SOUTHERN SANITATION
P.O. BOX 815
GRAYSON, GA. 30017
770-554-6450

City of Walnut Grove
2581 Leone Avenue
Loganville, Ga. 30052

RECEIVED
OCT - 5

10-1-2022

Residential Monthly Waste Service
October 2022

561

\$5553.90

Total Amount Due

\$5553.90

Account due by 10-15-22
Thank you for your business.