



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, June 02, 2026 at 6:00 PM

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

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

AGENDA

1. PRESENTATIONS

- 1.1. Walton Empowers
- 1.2. Proclamation - America 250

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.](#) Resolution - Adoption of FY27 Budget
- 4.2. Impact Fee Update - O'Kelly Library Funding
- [4.3.](#) Resolution - Authorizing Chairman to amend the FY26 Budget as part of the fiscal year closing process

5. DISCUSSION

- 5.1. County Manager's Report/Update
- [5.2.](#) Repurposing administrative portion of old jail for department expansions

6. PLANNING & DEVELOPMENT

- [6.1.](#) LU26-0083 & Z26-0081 - Land Use Change from Highway Corridor to Suburban and Rezone 2.10 acres from R1 to A1 to have personal outside animals - Applicant/Owner: Isidro Miranda Gonzalez - property located at 935 Snip Dillard Road - Map/Parcel C1770030E00 - District 4

Planning Commission recommended approval as submitted.

- 6.2.** Z26-0085 - Rezone 7.12 acres from A2 to A for an animal rescue and Variance on the setbacks - Applicant/Owner: Lisa Kario - property located at 5531 Hillview Drive - Map/Parcel C0300132 - District 3

Planning Commission recommended approval as submitted.

- 6.3.** LU26-0100, CU26-0092, and Z26-0093 - Land Use Change from Village Center to Highway Corridor, Conditional Use for outside storage of commercial vehicles and for 3 diesel pumps; Rezone 3.21 acres on C0080006 from B2/A2 to B2 to expand existing convenience store to be combined with parcel C0080006A00; and Variance to reduce transitional buffer from 50' to 10' and eliminate the required 10' landscape strip along the road - Applicant: Junaid Vicani - Property Owner - Siasim Loganville, LLC - property located at 5400 GA Highway and Highway 20 - Map/Parcels C0080006 and C080006A00 - District 2

Planning Commission recommended denial.

- 6.4.** Z26-0096 - Rezone 74.79 acres of a parcel of 149.75 from R1GS to R1OSC and remove previous zoning conditions on the 74.79 acres- Applicant: Baldpates General Contracting, LLC/Owner: Jersey Partners Holdings, LLC - property located at 1360 Ammons Bridge Road - Map/Parcel C0990010 - District 5

Planning Commission recommended approval with the following conditions: 1) remove previous zoning conditions; 2) one nut bearing tree on each lot; 3) stone and brick water table on 3 sides; 4) landscape and fence buffer at the entrance; 5) as many trees as possible to be left in the 50' buffer; 6) houses to be no less than 2,000 sq. ft. above grade.

- 6.5.** OA26-0094 - Amendments to the Walton County Land Development Ordinance as per amendment sheet dated 4/6/2026

Planning Commission recommended approval as submitted.

- 6.6.** Resolution - Capital Improvements Element Annual Update

7. SHERIFF

- 7.1.** Agreement - Indigital Encore - 911 Backup & Disaster Recovery Phones

- 7.2.** Software Service Agreement - WO Industries, LLC (d/b/a DutyHub)

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

- 8.1.** Approval of May 5, 2026 Meeting Minutes

- 8.2.** Contracts & Budgeted Purchases of \$25,000 or Greater

- [8.3.](#) Declaration of Surplus
- [8.4.](#) Ratification of Actions taken by WCWSA on May 19, 2026
- [8.5.](#) Walton Co. Water - 2026 Water Charge Offs
- [8.6.](#) Acceptance of Land Donation - 4.0 acres Parcel #C0510187 - Willet
- [8.7.](#) Lease Renewal - State Properties Commission - Department of Human Services
- [8.8.](#) Approval of Uncollectable Property - Tax Commissioner

9. ACCEPTANCE OF BIDS/PROPOSALS

- [9.1.](#) Acceptance of Proposal - Water Rate Study

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

11. ANNOUNCEMENTS

12. EXECUTIVE SESSION

13. ADJOURNMENT

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

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

For more information, please contact Rhonda Hawk.

RESOLUTION _____

WHEREAS, the Walton County Board of Commissioners Budget Committee has prepared and submitted to the Governing Authority budgets for the year beginning July 1, 2026, and ending June 30, 2027, for the General Fund, the Special Revenue Funds, Capital Projects and the Debt Service Fund; and

WHEREAS, the Board of Commissioners of Walton County has held meetings which were duly advertised and open to the public to discuss the proposed budgets; and

WHEREAS, the Board of Commissioners of Walton County advertised and held a Public Hearing on the proposed budgets on May 19, 2026; and

WHEREAS, the Board of Commissioners of Walton County has studied and revised the proposed budgets; it is considered in the best interest of Walton County to adopt these budgets.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, that the budget attached hereto and made a part of hereof for the year beginning July 1, 2026, and ending June 30, 2027, is approved.

ADOPTED THIS 2nd DAY OF June, 2026:

David G. Thompson, Chairman

ATTEST:

Rhonda R. Hawk, County Clerk



**ALL FUNDS
BUDGET SUMMARY
Fiscal Year 2027 Proposed Budget**

Funds	FY 2027 Proposed	FY 2026 Adopted
General Fund	\$107,095,513	\$100,974,984
Special Revenue Fund	\$23,891,782	\$21,591,847
Debt Service Fund	\$4,397,644	\$484,003
Capital Project Fund	\$31,595,887	\$38,190,944
Enterprise Fund	\$119,984,084	\$117,384,802



**PUBLIC SAFETY EXPENDITURE
BUDGET SUMMARY
Fiscal Year 2027 Proposed Budget**

Funds	FY 2027 Proposed	FY 2026 Adopted
Sheriff's Office		
3300 Sheriff	\$3,330,530	\$3,376,147
3310 Law Enforcement Admin	\$2,484,729	\$2,212,636
3320 Criminal investigation	\$2,960,492	\$2,529,421
3322 Uniform Patrol	\$6,322,509	\$6,494,128
3324 Youth Investigation	\$1,857,812	\$1,970,619
3325 Jail Operations	\$22,537,507	\$22,202,053
3340 Court Services	\$3,498,783	\$3,220,046
3800 E-911	\$4,687,004	\$4,674,657
3810 Comm/ E911	\$10,906	\$10,823
Total Sheriff's Office	\$47,690,272	\$46,690,530
Fire Department		
3510.270 Fire Administration	\$1,334,930	\$1,202,506
3520.270 Fire Fighting	\$13,165,954	\$11,550,299
3540.270 Fire Training	\$49,000	\$43,500
3570.270 Fire Station Bldg	\$559,500	\$618,100
Total Fire Department	\$15,109,384	\$13,414,405
EMS	\$8,178,655	\$7,963,330
EMA	\$362,754	\$407,362
Coroner	\$315,436	\$313,410



**DEBT SERVICE
BUDGET SUMMARY
Fiscal Year 2027 Proposed Budget**

Funds	FY 2027 Proposed	FY 2026 Adopted
Debt Service Fund		
E-911 Capital Lease P&I	\$466,080	\$484,003
Sheriff Capital Lease P&I	\$1,203,900	\$0
Arbitrage Rebate	\$2,727,664	\$0
Total Debt Service Fund	\$4,397,644	\$484,003

RESOLUTION

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

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

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, to give the Chairman the authority to amend the Fiscal Year 2026 budgets as part of the fiscal year closing process, as actual figures for revenues and expenditures become available.

Adopted this 2nd day of June, 2026

Chairman, David G. Thompson

Attest:

County Clerk Rhonda R. Hawk



Alcovy Judicial Circuit

May 29, 2026

Mr. David Thompson, Chairman
Chair, Walton County Board of Commissioners

Dear Chairman Thompson:


On behalf of the judges of the Alcovy Judicial Circuit Superior Court, the District Attorney's Office, and the Public Defender's Office, we write to express our sincere appreciation for your invitation to meet yesterday to discuss future plans for courthouse space. Your initiative in bringing together our offices for this conversation reflects the kind of forward-thinking leadership that serves Walton County well.

As we discussed, the Alcovy Judicial Circuit is among the fastest-growing judicial circuits in the State of Georgia. The workload across all classes of courts—as well as in the District Attorney's Office and the Public Defender's Office—continues to increase in direct proportion to the growth of our community. That trajectory shows no sign of slowing. Thus, the need for additional space is not a matter of if, but when, and we believe it is both prudent and necessary to begin planning now rather than react to a crisis later.

We are grateful for your vision in recognizing the importance of this issue and for actively seeking input from our offices. We look forward to continuing this dialogue and to working with the Board of Commissioners toward solutions that will serve the administration of justice in Walton County for years to come.

Thank you again for your time and for your commitment to our community.

Respectfully,


Layla Zon
Chief Judge, Alcovy Judicial Circuit
Superior Court of Georgia


Randy McGinley
District Attorney, Alcovy Judicial Circuit


Anthony Carter
Public Defender, Alcovy Judicial Circuit



Planning and Development Department Case Information

Case Number: LU26-0083 and Z26-0081

Meeting Dates: Planning Commission 05-07-2026
Board of Commissioners 06-02-2026

Applicant/Owner:
Isidro Miranda Gonzalez
935 Snip Dillard Road
Monroe, Georgia 30656

Current Zoning: The current zoning is R1.

Request: Land Use Change from Highway Corridor to Suburban and Rezone 2.10 acres from R1 to A1 to have personal outside animals.

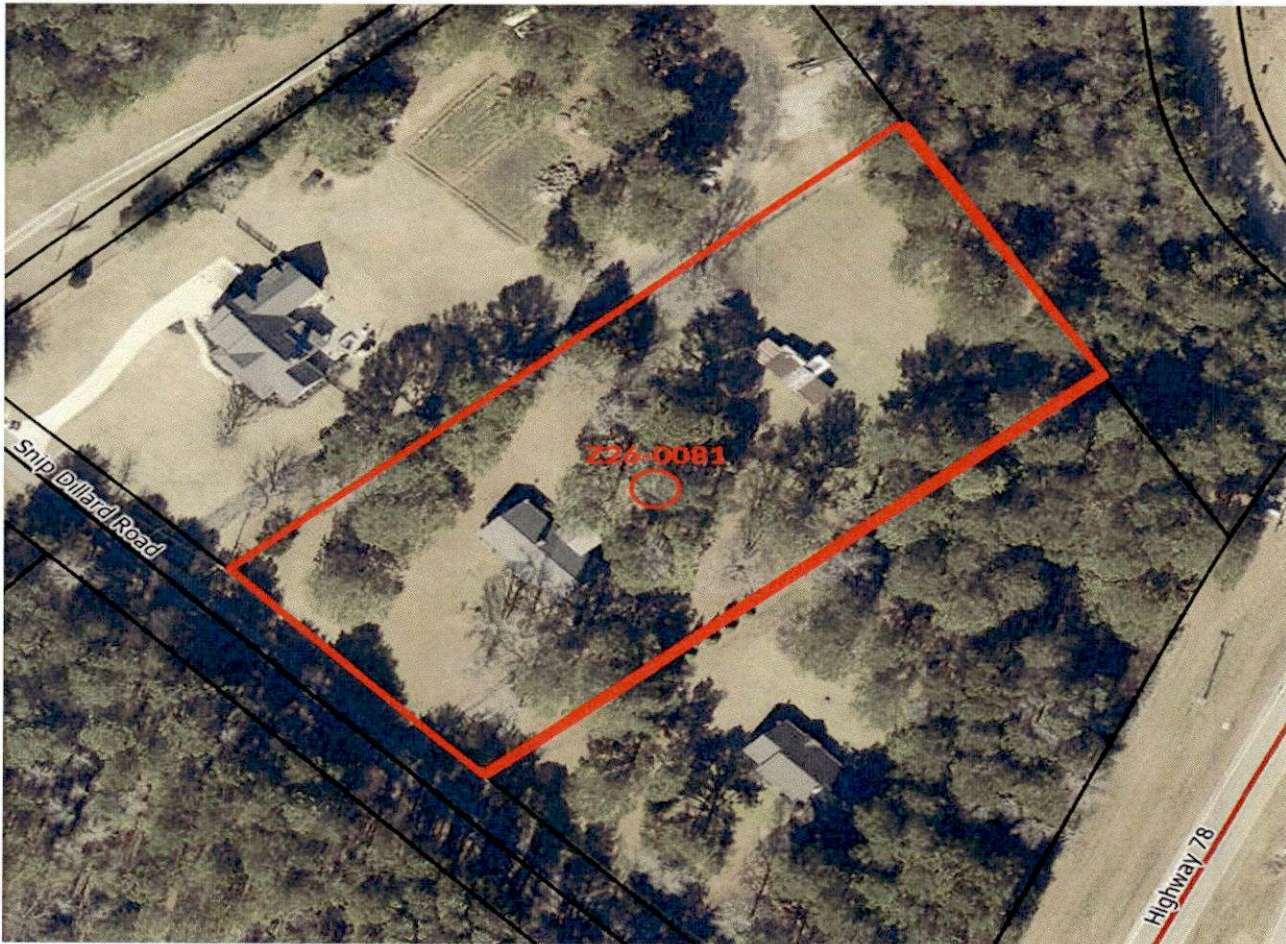
Address: 935 Snip Dillard Road, Monroe, Georgia 30656

Map Number/Site Area: C1770030E00 – 2.10 acres

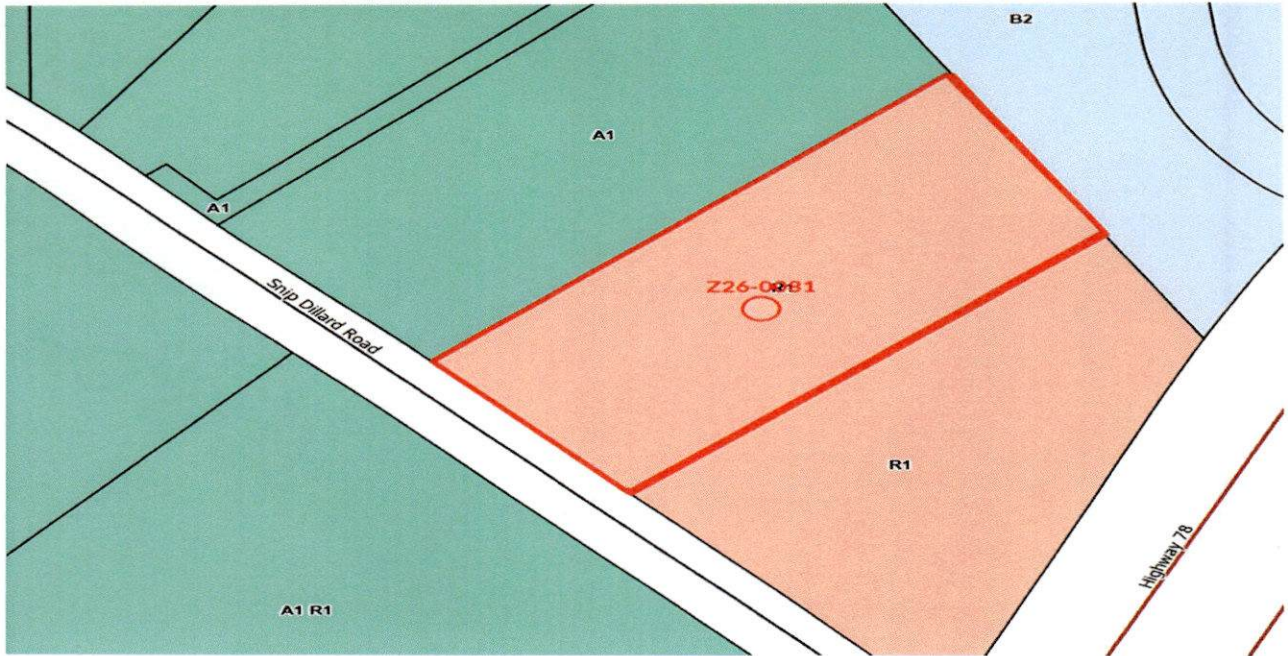
Character Area: Highway Corridor

District 4 Commissioner- Lee Bradford Planning Commission–Michelle Trammel

Existing Site Conditions: On the property is a house and detached garage.



The surrounding properties are zoned A1, R1 and B2.



The property is not in a Watershed Protection Area.

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



History: No History

Staff Comments/Concerns:

Livestock, Quarters and Enclosures (1)

- A. No animal quarters are to be located closer than 50 feet to any property line.
- B. Adequate off-street parking shall be provided for livestock trailers, recreation vehicles, etc. associated with the proposed use in addition to the minimum requirements of this Ordinance.
- C. When such a use is located in zoning districts other than the Agricultural A District, the maximum number of large, hoofed livestock, including but not limited to cows, hogs, horses and llamas, shall be equal to two (2) animals per fenced acre.
In the A-Agricultural District, the maximum number of large hoofed livestock shall be equal to (5) animals per fenced acre.
- D. When such a use is located in zoning districts other than the Agricultural A District, the maximum number of small hoofed livestock shall be equal to four (4) animals per fenced acre.
(10-2-07)
- E. No free-range poultry shall be permitted within any platted subdivision. (2013)

Poultry

The keeping of chickens is allowed in platted subdivisions within the A, A1 and A2 zoning districts and on lots 2 acres or less within the A1 and A2 zoning districts in accordance with the following provisions:

1-7-2020

- A. Number and type chickens allowed:
 - 1. No more than six chickens are allowed per parcel.
 - 2. Roosters and any other crowing chickens are prohibited.
- B. Noncommercial use only
 - 1. Chickens, chicken products and/or by-products shall not be sold on the property.
- C. Enclosures

1. Chickens shall at all times be kept in the rear yard and/or side yard in either a fenced area or covered enclosure. No person shall allow chickens to run at large at any time.
 2. All chicken houses and enclosures must be maintained in a clean and sanitary condition at all times.
 3. Structures must be setback 25' from side and rear property lines.
 4. Fences shall comply with standards of Article 10, Section 120.
 5. No structure or enclosure shall exceed 100 square foot.
- D. Feed must be stored in a fully enclosed, rodent-proof container.
- E. Private drive subdivisions with lots 5 acres or larger are excluded from these conditions. (9-1-15)

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

Sheriff's Department: No opinion

Water Authority: Request to rezone 2.10 acres from R1 to A1 to have personal outside animals and change land use from Highway Corridor to Suburban on Snip Dillard Road. This area not currently served by WCWD, however a 12" water main exists along Highway 78. No system impacts anticipated.

Fire Marshall Review: No comments

Fire Department Review: No comments

Board of Education: Will have no impact on the Walton County School System.

GDOT: No comment

City of Monroe: No comment received.

PC ACTION 5/7/2026:

LU26-0083 & Z26-0081 – Land Use Change from Highway Corridor to Suburban and Rezone 2.10 acres from R1 to A1 to have personal outside animals – Applicant/Owner: Isidro Miranda Gonzalez – property located at 935 Snip Dillard Road – Map/Parcel C1770030E00 - District 4

Presentation: Ana Miranda translated for her father, Mr. Gonzalez. She stated that they are in a R1 zoning and her father would like to have outside farm animals.

Timothy Kemp asked how many horses and how many goats, and Ms. Miranda said there would be 1 horse and 3-4 goats.

Michelle Trammel asked if their only intention was for personal use and Ms. Miranda stated that they are only for personal use. Ms. Trammel asked if the property was fenced and Ms. Miranda stated that it is fenced but not in the front yard. She stated that they will get the front fenced.

Speaking: No one.

Rebuttal: None.

Recommendation: Michelle Trammel made a motion to recommend approval as submitted and was seconded by Robert Post. The Motion carried unanimously.

Character Area Map Amendment

Application # LU26-0083

Planning Comm. Meeting Date 5-7-2026 at 6:00PM held at WC Board of Comm. Meeting Room
 Board of Comm. Meeting Date 6-2-2026 at 6:00PM held at WC Historical Court House
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C1770030EDD

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Isidro Miranda</u>	<u>Isidro Miranda</u>
<u>935 Snip Dillard Rd.</u>	<u>935 Dillard Rd.</u>
<u>Monroe, GA 30656</u>	<u>Monroe, GA 30656</u>
Phone # <u>678-394-6344</u>	Phone # <u>678-394-6344</u>

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

E-mail Address: ana-miranda717@yahoo.com

Location: 935 Snip Dillard Rd. Monroe, GA 30656 Acreage 2.1

Existing Character Area: Highway Corridor

Proposed Character Area: Suburban

Is this a Major or Minor amendment to the plan? _____
 Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA

Is the property located within a watershed protection overlay district? _____

Proposed Development: Single-family _____ Multi-family _____ Commercial _____ Industrial

Proposed Zoning: _____ Number of Lots: _____ Minimum Lot Size: _____

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.

Isidro M C 3/20/2026 \$ /
 Signature Date Fee Paid

Rezone Application # 226-0081 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 5-7-2026 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 6-2-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1770030E00

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Isidro Miranda Gonzalez

Isidro Miranda Gonzalez

935 Snip Dillard Rd.

935 Snip Dillard Rd.

Monroe, GA 30656 (678-394-6344)

Monroe, GA 30656 (678-394-6344)
(If more than one owner, attach Exhibit "A")

Location: Monroe Requested Zoning A1 Acreage 2.1

Existing Use of Property: Residential

Existing Structures: House & detached garage

The purpose of this rezone is to have personal outside animals.

Property is serviced by the following:

Public Water: _____ Provider: _____ Well:

Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature Isidro MG Date 3/13/2026 Fee Paid \$ 400.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning R1 Surrounding Zoning: North A1 South R1
East B2 West A1/R1

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

Commission District: 4- Lee Bradford Watershed: TMP

I hereby withdraw the above application _____ Date _____

Disclosure of Campaign Contributions

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

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

_____ yes no

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

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

This disclosure must be filed when the application is submitted.

Isidoro M.C. 3/13/2026

Signature of Applicant/Date

Check one: Owner Agent _____

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

Residential & business

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

Not diminished.

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

Re-zone will not have any affect on property
owners around us.

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

N/A

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

Suitable because there is a zoning of A1 around us.

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

Not vacant.

Letter of Intent

Property Address: 935 Snip Dillard Rd

To Whom It May Concern,

I am writing to express my intent regarding the property located at 935 Snip Dillard Rd. When this property was purchased, we were not aware that it was zoned R-1 (Residential). Our intention in purchasing the property was to use it in a way that allows for the presence of personal animals outdoors, which is more consistent with A-1 (Agricultural) zoning.

Because of this, we respectfully request that the zoning designation for the property be changed from R-1 to A-1. The purpose of this request is strictly for personal use, allowing us to keep animals on the property in a responsible and appropriate manner.

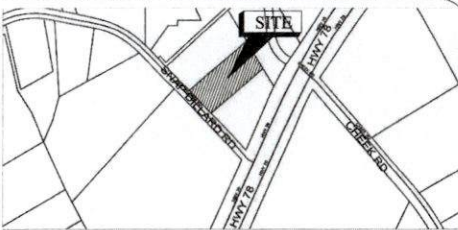
We value the surrounding community and intend to maintain the property in a clean, safe, and respectful condition that aligns with the character of the area. Our goal is simply to utilize the property in a way that supports a small, personal agricultural lifestyle.

Thank you for your time and consideration of this request. Please let us know if any additional information or documentation is needed to assist in the review process.

Sincerely,

Isidro Miranda

TOTAL SITE AREA = 2.1 ACRES
TOTAL DISTURBED AREA = XX ACRES
THERE ARE NO STATE WATERS ON THE SITE.
THERE ARE NO WETLAND ON SITE.



VICINITY MAP
N.T.S.

"NOT FOR FINAL RECORDING"
TOTAL AREA = 2.1 ACRES

PARCEL: C1790024 ZONED: R1

REZONING FROM R1 TO A WITH SPECIAL USE PERMIT TO ALLOW FOR RAISING FARM ANIMALS
TOTAL SITE AREA = 2.1 ACRES

PROPOSED USE = RAISING FARM ANIMALS

VARIANCE TO ALLOW FOR RAISING FARM ANIMALS WITH IN AGRICULTURAL DISTRICT.

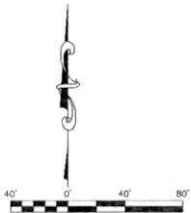
APPLICABLE ORDINANCE: SECTION 4-1-110.

PROPERTY DEVELOPMENT STANDARDS

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

NOTES:

1. BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY JOHN F BREWER & ASSOCIATES, DATED NOV. 17, 1998.
2. THERE ARE NO WETLAND ON THE SITE LIMIT SHOWN.
3. THERE ARE NO STATE WATER ON SITE.
4. THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER.
5. THE PROJECT WILL BE SERVED BY SEPTIC SYSTEM.



GEORGIA811
www.Georgia811.com

A.C.E.
ALCOVY CONSULTING ENGINEERING AND ASSOCIATES, LLC.
P.O.C. TIP HLYNN, P.E.
485 Edwards Rd.
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Phone: 770-486-4002
tipace1@gmail.com

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SITE PLAN

**PROPOSED
SNIP DILLARD
RESIDENCE**

PARCEL: C1770030E00
LAND LOT: 241
DISTRICT: 3RD
935 SNIP DILLARD ROAD
WALTON COUNTY, GA

DATE: 2/1/2026
SCALE: 1"=40'

OWNER / DEVELOPER/
PRIMARY PERMITTEE

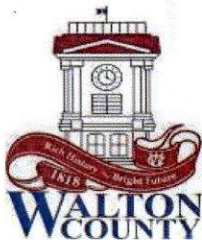
ANA MIRANDA
PHONE: 678-394-6344
ana_miranda217@YAHOO.COM

24 HOUR - EMERGENCY CONTACT
ANA MIRANDA
PHONE: 678-394-6344
ana_miranda217@YAHOO.COM

REVISIONS

NO.	DATE	DESCRIPTION

JOB No. # 25-068
RZ-1



Planning and Development Department Case Information

Case Number: Z26-0085

Meeting Dates: Planning Commission 05-07-2026

Board of Commissioners 06-02-2026

Applicant/Owner:

Lisa Kario
5531 Hillview Drive
Oxford, Georgia 30054

Current Zoning: The current zoning is A2.

Request: Rezone 7.12 acres from A2 to A to have an animal rescue and Variance on the setbacks from required 500' to 430' to the north and 311' to the west, however, the dogs are kept inside the house.

Address: 5531 Hillview Drive, Oxford, Georgia 30054

Map Number/Site Area: C0300132 – 7.12 acres

Character Area: Suburban

District 3 Commissioner- Timmy Shelnett Planning Commission–Vacant

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

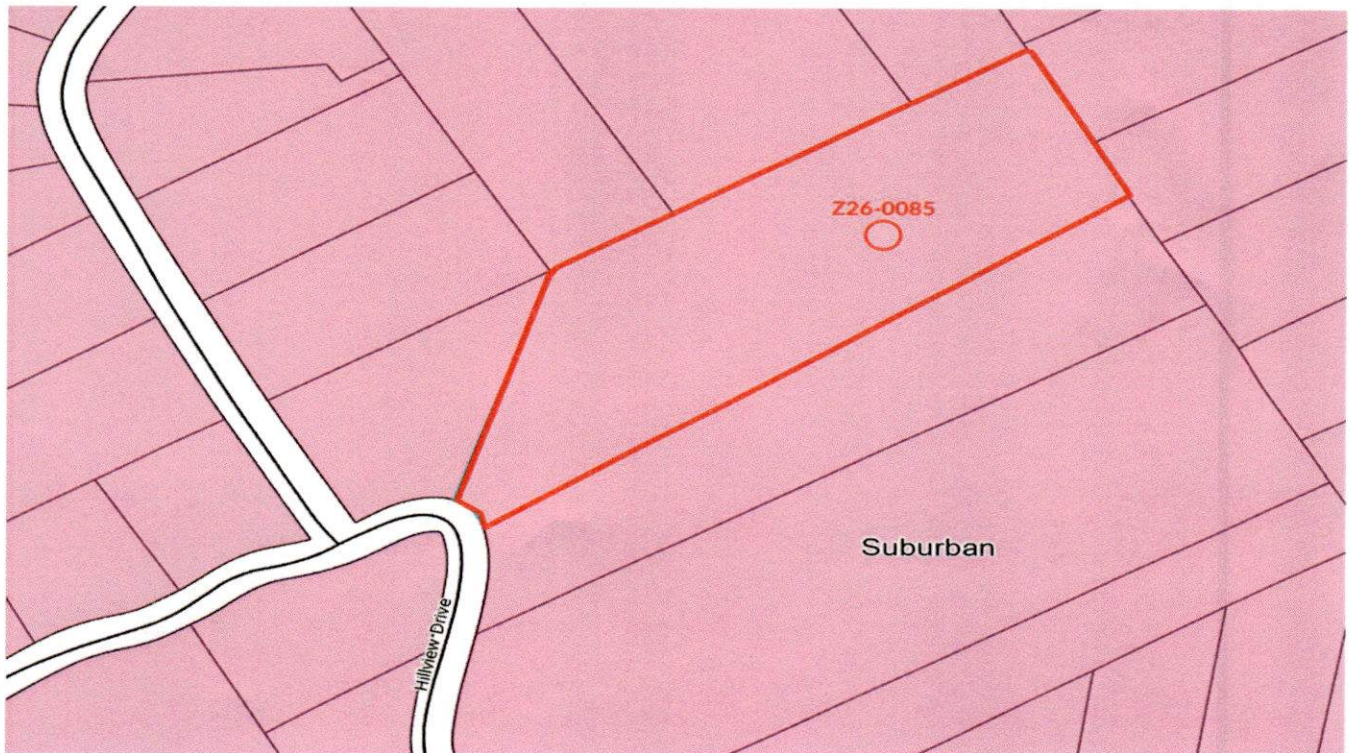


The surrounding properties are zoned A2.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns: This rezone is the result of a code enforcement case in which the owner was notified of the improper use of the property as an animal rescue in an A2 zoning district.

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

Sheriff's Department: No opinion

Water Authority: Request to rezone 7.12 acres from A2 to A for a dog rescue, with a variance on setbacks from required 500' to 430' to the north and 311' to the west on Hillview Drive. This area is served by an existing 6" diameter water mains along Hillview Drive (static pressure: 90 psi, Estimated fire flow: 870 gpm @ 20 psi). No system impacts anticipated.

Fire Marshall Review: Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code. All short-term rental properties shall be compliant for use. All public access areas shall be compliant with ADA and Life Safety Codes.

Fire Department Review: No comments

Board of Education: Will have no affect on the Walton County Schools.

GDOT: No comment

City of Monroe: No comment received.

PC ACTION 5/7/2026:

Z26-0085 – Rezone 7.12 acres from A2 to A for an animal rescue and Variance on the setbacks – Applicant/Owner: Lisa Kario – property located at 5531 Hillview Drive – Map/Parcel C0300132 - District 3

Presentation: Lisa Kario presented the case. She lives at 5531 Hillview Drive and has lived there for 12 years. She wants to rezone the property to A to continue her care and management of her farm animals and have an animal rescue. She stated that this is a long-term sanctuary and many animals are disabled, elderly or have medical issues and she takes care of them. The animals consist of cows, horses, alpacas, goats, etc. She stated that it is livestock management and is educational. It would be an educational opportunity for citizens to come and help take care of the animals. She stated she has a potbelly pig and has an existing barn that it stays in and she is asking for a variance on the setback for that.

Tim Hinton asked if the barn was in the setback and she stated that it was.

Robert Post asked if the property was fenced and Ms. Kario stated that it was fenced.

Tim Hinton asked if she was aware of the ordinance for large animals and she stated that she was aware of the ordinance and she would follow it. Mr. Hinton also asked if she was in good standing with the County Ordinance on how many animals she can have per fenced acre and she stated that she was.

Speaking: No one

Rebuttal: None

Recommendation: Robert Post made a motion to recommend approval as submitted with the variances and was seconded by Michelle Trammel. The Motion carried unanimously.

Commercial Kennels will need to be zoned A, B1, B2, B3

Kennel, Commercial (20)

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

Livestock, Quarters and Enclosures (1)

- A. No animal quarters are to be located closer than 50 feet to any property line.
- B. Adequate off-street parking shall be provided for livestock trailers, recreation vehicles, etc. associated with the proposed use in addition to the minimum requirements of this Ordinance.
- C. When such a use is located in zoning districts other than the Agricultural A District, the maximum number of large, hooved livestock, including but not limited to cows, hogs, horses and llamas, shall be equal to two (2) animals per fenced acre. In the A-Agricultural District, the maximum number of large hooved livestock shall be equal to (5) animals per fenced acre.
- D. When such a use is located in zoning districts other than the Agricultural A District, the maximum number of small hooved livestock shall be equal to four (4) animals per fenced acre.
(10-2-07)
- E. No free-range poultry shall be permitted within any platted subdivision. (2013)

Poultry

The keeping of chickens is allowed in platted subdivisions within the A, A1 and A2 zoning districts and on lots 2 acres or less within the A1 and A2 zoning districts in accordance with the following provisions:

1-7-2020

- A. Number and type chickens allowed:
 - 1. No more than six chickens are allowed per parcel.
 - 2. Roosters and any other crowing chickens are prohibited.
- B. Noncommercial use only
 - 1. Chickens, chicken products and/or by-products shall not be sold on the property.
- C. Enclosures
 - 1. Chickens shall at all times be kept in the rear yard and/or side yard in either a fenced area or covered enclosure. No person shall allow chickens to run at large at any time.
 - 2. All chicken houses and enclosures must be maintained in a clean and sanitary

condition at all times.

3. Structures must be setback 25' from side and rear property lines.

4. Fences shall comply with standards of Article 10, Section 120.

5. No structure or enclosure shall exceed 100 square foot.

D. Feed must be stored in a fully enclosed, rodent-proof container.

E. Private drive subdivisions with lots 5 acres or larger are excluded from these conditions. (9-1-15)

REZONE APPLICATION - Lisa Kario

APPLICANT'S PHONE # 678-598-8901

APPLICANT'S E-MAIL _____

Rezone# 226-0085

OWNER'S PHONE # 678-598-8901

OWNER'S E-MAIL _____

PC 5/7/2026

BOC 6/2/2026

Walton County Planning and Development

SUBMITTAL CHECKLIST for REZONING APPLICATION

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

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

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



Rezone Application # 226-0085

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

226-0085

Planning Comm. Meeting Date 5/7/26 at 6:00PM held at WC Historical Court House, 111 S.

Broad St, Monroe, Ga

(2nd Floor)

Board of Comm Meeting Date 6/2/26 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel C0300132

Applicant Name/Address/Phone #
Name/Address/Phone

Property Owner

Lisa Kario

Same

5531 Hillview Drive

Oxford, GA 30054

(if more than one owner, attach Exhibit 'A')

Location: 5531 Hillview Dr
Oxford, GA 30054 Requested Zoning A
Acreage 7.12

Existing Use of Property: Agricultural

Existing Structures: single family home and accessory agricultural structures

The purpose of this rezone is
To rezone to A so zoning classification matches the existing agricultural use of the property and allows continued agricultural use and requesting a Variance on the set back.
Property is serviced by the following:

Public Water: _____ Provider: _____
Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: _____

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

Signature Lisa Kario Date 3/19/26 Fee Paid \$ 600.00 ✓

Public Notice sign will be placed and removed by P&D Office
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:
Existing Zoning A2 District 3 - Timmy Shelton
Surrounding Zoning: North A2 South A2
East A2 West A2

Comprehensive Land Use: Suburban DRI Required? Y N ✓

I hereby withdraw the above application _____ Date _____

Disclosure of Campaign Contributions

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

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

_____ yes no

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

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

This disclosure must be filed when the application is submitted.

Lisa Kain
Signature of Applicant/Date

Check one: Owner Agent _____

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

Provide written documentation addressing each of the standards listed below:

see attached

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

see attached

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

see attached

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

see attached

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

see attached

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.

see attached

□

**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

1. Existing uses and zoning of nearby property

The surrounding area is predominantly rural and residential in character, with single-family homes on large lots, open land, and agricultural-type uses nearby. The requested A zoning is compatible with the existing rural character of the area and with surrounding land uses.

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

The current zoning restrictions limit the reasonable agricultural use of the property and reduce the owner's ability to use the land in a manner consistent with its size, existing improvements, and rural setting. Rezoning to A would better align the zoning classification with the property's actual use and characteristics.

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

Keeping the property under its current zoning, rather than agricultural zoning, does not materially promote the health, safety, morals, or general welfare of the public. The requested A zoning would allow the property to be regulated under a classification that more accurately matches its existing rural and agricultural use without creating a public harm.

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

The hardship to the property owner under the current zoning is substantial because the present classification does not match the property's existing rural and agricultural use. By comparison, there is little or no public gain in keeping the current zoning. Rezoning to A would reduce that hardship while remaining compatible with the surrounding area.

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

The subject property is well suited for agricultural use because of its acreage, rural location, existing structures, and current use pattern. The property is more suitable for A zoning than for its current zoning classification.

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 not been vacant as zoned. It has been occupied and used, with existing structures and ongoing use on the site. Rezoning the property to A would better match the property's actual use and the character of surrounding development.f

"NOT FOR FINAL RECORDING"
TOTAL AREA = 7.12 ACRES

PARCEL: C0300132 ZONED: MH

REZONING FROM MH TO A, WITH SPECIAL USE PERMIT TO ALLOW FOR AN ANIMALS RESCUE FACILITY

TOTAL SITE AREA = 7.12 ACRES

PROPOSED USE = ANIMAL RESCUE

VARIANCE TO ALLOW FOR AN ANIMAL RESCUE FACILITY.

APPLICABLE ORDINANCE: SECTION 4-1-110.

PROPERTY DEVELOPMENT STANDARDS

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

NOTES:

1. BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY W.T. DUNAHOO, DATED JULY, 1969.
2. THERE ARE NO WETLAND ON THE SITE LIMIT SHOWN.
3. THERE ARE NO STATE WATER ON SITE.
4. THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER.
5. THE PROJECT WILL BE SERVED BY SEPTIC SYSTEM.

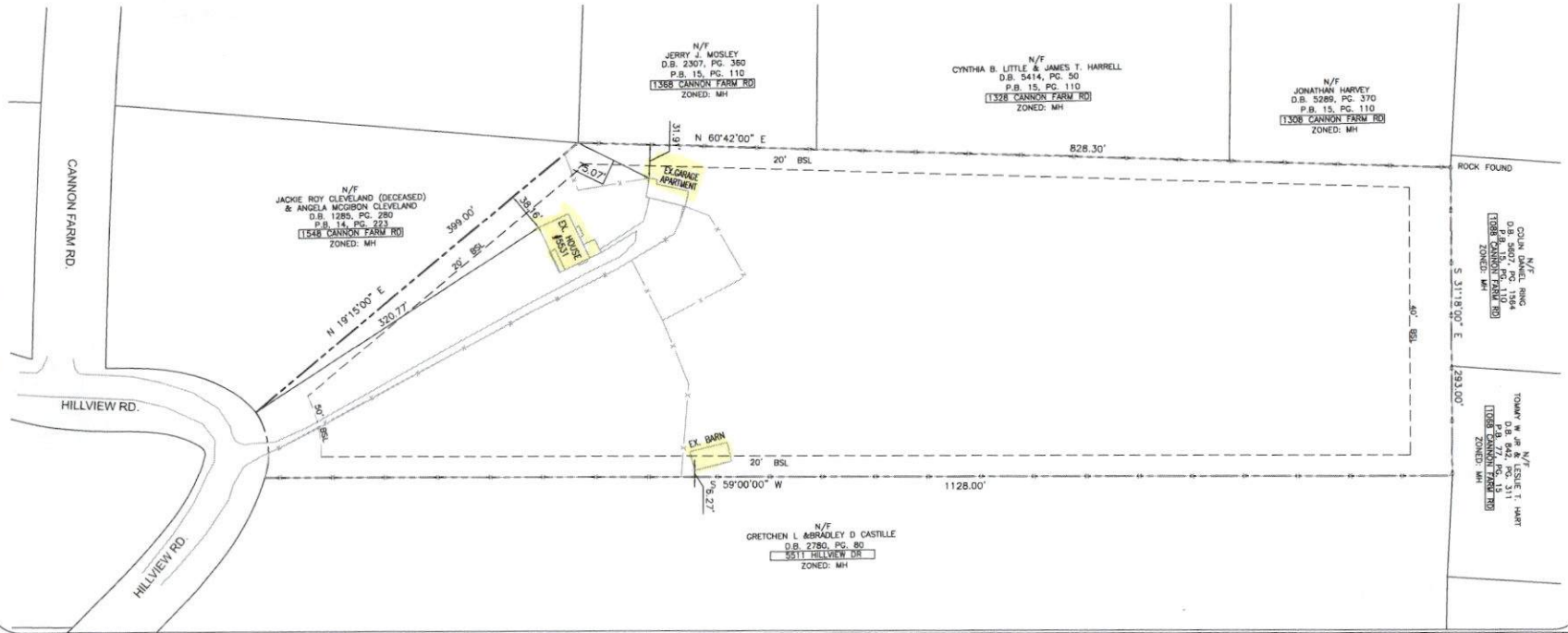


GEORGIA811
 www.Georgia811.com



VICINITY MAP
 N.T.S.

TOTAL SITE AREA = 7.12 ACRES
TOTAL DISTURBED AREA = XX ACRES
THERE ARE NO STATE WATERS ON THE SITE.
THERE ARE NO WETLAND ON SITE.



A.C.E.
 ALCOY CONSULTING ENGINEERING AND ASSOCIATES, L.L.C.
 P.O. BOX 11111111
 485 Edwards Rd.
 Oxford, Georgia 30054
 Phone: 770-466-4022
 tspace@acemail.com

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SITE PLAN

PROPOSED FREEDOM ACRE RESCUE

PARCEL: C0300132
 LAND LOT: 236
 DISTRICT: 4TH
 5531 HILLVIEW DR
 WALTON COUNTY, GA

DATE: 3/2/2026
 SCALE: 1"=50'

OWNER / DEVELOPER / PRIMARY PERMITTEE

LISA KARIO
 5531 HILLVIEW DRIVE SW
 OXFORD, GA 30054
 LISA KARIO
 (770) 466-8091

24 HOUR - EMERGENCY CONTACT
 LISA KARIO

REVISIONS

NO.	DATE	DESCRIPTION

JOB No. # 28-019
RZ-1



Lisa Kario
5531 Hillview Drive
Oxford, GA 30054
678-598-8901

Re: Letter of Intent for Rezoning

Map/Parcel: C0300132

Property Location: 5531 Hillview Drive, Oxford, GA 30054

To Walton County Planning & Development:

I am requesting that the above-referenced property be rezoned to A (Agricultural). The purpose of this request is to align the zoning classification with the property's existing rural and agricultural use. (Note the rescue dogs live in the house. All other animals live on the farm side)

The property is currently used for agricultural purposes and contains existing improvements and accessory structures associated with that use, including a residence, barns, sheds/ outbuildings, animal shelters, and related agricultural structures. The property is served by well and septic.

The requested rezoning is consistent with the rural character of the surrounding area and will allow the property to continue to be used in a manner that is appropriate for its size, location, and existing improvements. The requested A zoning better reflects the actual use and nature of the property than the current zoning classification.

Any use of the property will remain subject to Walton County's applicable ordinances and requirements.

Thank you for your consideration.

Sincerely,
Lisa Kario

LU26-100,
Z26-0093, CU26-0092, Welcome Foods

External

Inbox

Summarize this email



Robert Cone

Mon, May 18,
3:56 PM (18 hours ago)

Due to comments expressed at the Planning Commission public hearing we are offering a revision to our development plan for consideration. Attached is the revised exhibit.

The exhibit illustrates that we have reduced the proposed convenience store to 5,990 sf, and noted that "no showers" will be proposed. The shower subject was a concern that they would encourage overnight tractor trailer parking.

In addition the total building square footage is reduced to 11,216 sf, previously 12,441 sf. (1,225 sf reduction).

We have also proposed a 10' planted buffer addition to the development.

The requested 50' buffer reduction now provides a 6' ht. opaque fence along the property line, a 10' undisturbed buffer, then a proposed 10' landscape buffer planted with 8' ht. Green Giant Arborvitae to supplement the buffer.

Note: The nearest tractor trailer space is located 80 ft. from the eastern property line. That parking space is "buffered" from the adjacent residential property by a proposed canopy tree line, 6 feet of topography incline, a 10' evergreen planted buffer, a 10' undisturbed buffer, and a 6' ht. opaque fence.

As noted in our Letter of Intent, we propose to only disturb the septic area of the buffer for the primary septic field. The replacement/reserve septic field may never be disturbed unless the primary septic field has a failure.

It is our opinion that any noise emitted from running diesel truck engines will not penetrate the layers of vegetation, fencing, and topography incline.

Please distribute this plan revision and narrative to the County Commissioners.
Let me know if you need anything further.

Thank you.

Robert "Bo" Cone

Registered Landscape Architect

GSWCC Level II Certified Design Professional

LAND SOLUTION ASSOCIATES, LLC

planning, engineering, landscape design/installation

P.O. Box 187

Tiger, Ga. 30576

678-725-4631 cell

Revised Site Plan

Item 6.3.



LEVEL II CERTIFIED DESIGN PROFESSIONAL

GSWCC
GEORGIA SURVEYING AND WATER OBSERVATION CORPORATION
 CERTIFICATION NUMBER: 0000270454
 EXPIRES: 05/31/2025

PREPARED BY
Land Solution Associates, Inc.
P.O. Box 17
 Tiger, GA 30074
 (404) 674-7254 FAX
 (404) 674-7254
 CONTACT: KOBBER 7377 LANE

OWNER/DEVELOPER
WELCOMELANDS, LLC
6450M Loganville, LLC
 670 Peachtree Industrial Blvd.
 Roswell, GA 30004
 Junaid Virani

24-HR CONTACT:
 Amy Chapman @ 404-883-1444
 amy@welsol.com or 404-883-1444

WELCOME FOODS
 5400 HWY. 20 LOGANVILLE
 LAND LOT 245 - 4th DISTRICT
 PARCEL ID: C08800040 & C0880006
 WALTON COUNTY, GEORGIA

SHEET TITLE: REZONING EXHIBIT

SIGNED / SEALED

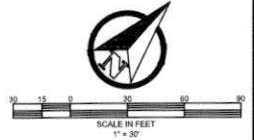
PROFESSIONAL SEAL

DATE: _____

REVISION:

DESIGNED BY: RAC SCALE: AS SHOWN
 DRAWN BY: JWP
 CHECKED BY: RAC
C-0
 SHEET

26-004 16-May-26





Planning and Development Department Case Information

Case Number: LU26-0100, CU26-0092 and Z26-0093

Meeting Dates: Planning Commission 05-07-2026

Board of Commissioners 06-02-2026

Applicant:

Junaid Vicani
970 Peachtree Industrial Boulevard
Suwanee, Georgia 30025

Owner:

Siasim Loganville, LLC
5400 Highway 20
Loganville, Georgia 30052

Current Zoning: The current zoning is B2/A2 and B2.

Request: Land Use Change from Village Center to Highway Corridor, Conditional Use for outside storage of commercial vehicles and for 3 diesel pumps, Rezone 3.21 acres on Parcel C008006 from B2/A2 to B2 to expand existing convenience store to be combined with Parcel C0080006A00 and Variance to reduce transitional buffer from 50' to 10' and eliminate the 10' landscape strip along the road.

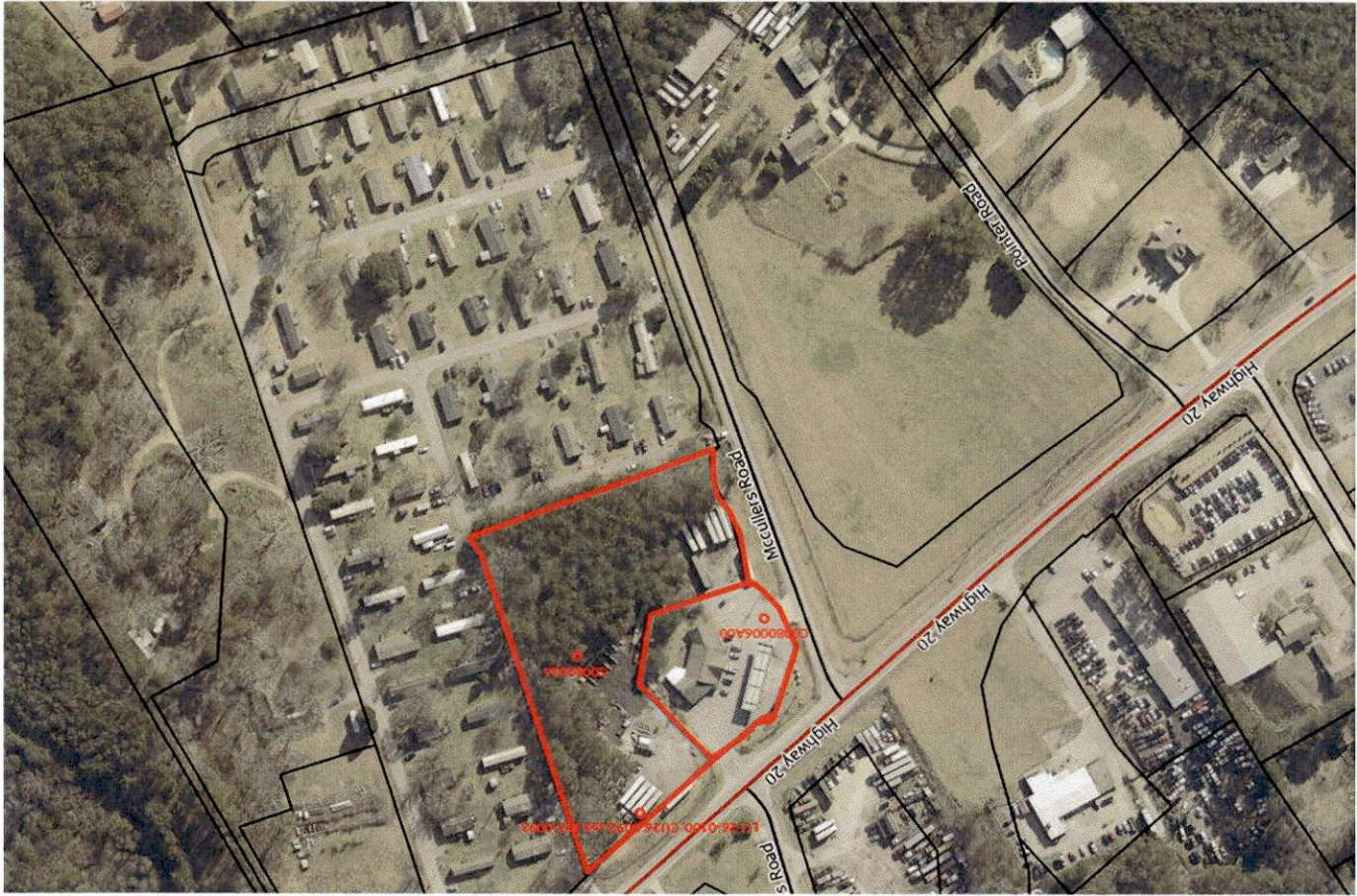
Address: 5400 Highway 20 & McCullers Road, Loganville, Georgia 30052

Map Numbers/Site Areas: C008006 – 3.21 acres and C008006A00 – 1.25 acres

Character Area: Village Center

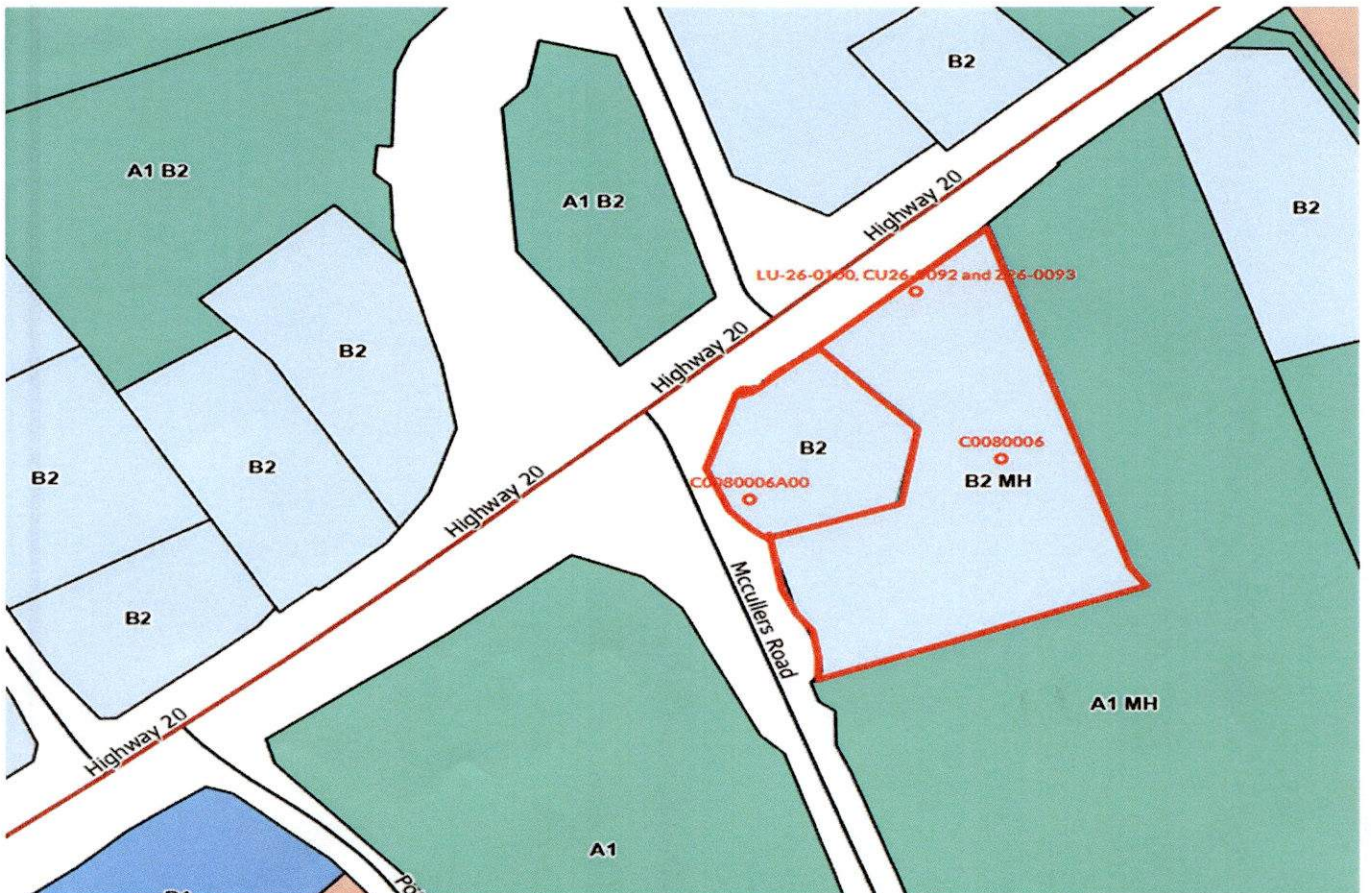
District 2 Commissioner- Pete Myers Planning Commission–Chris Alexander

Existing Site Conditions: C0080006 is vacant property and C008006A00 has a convenience store/gas station located on it.

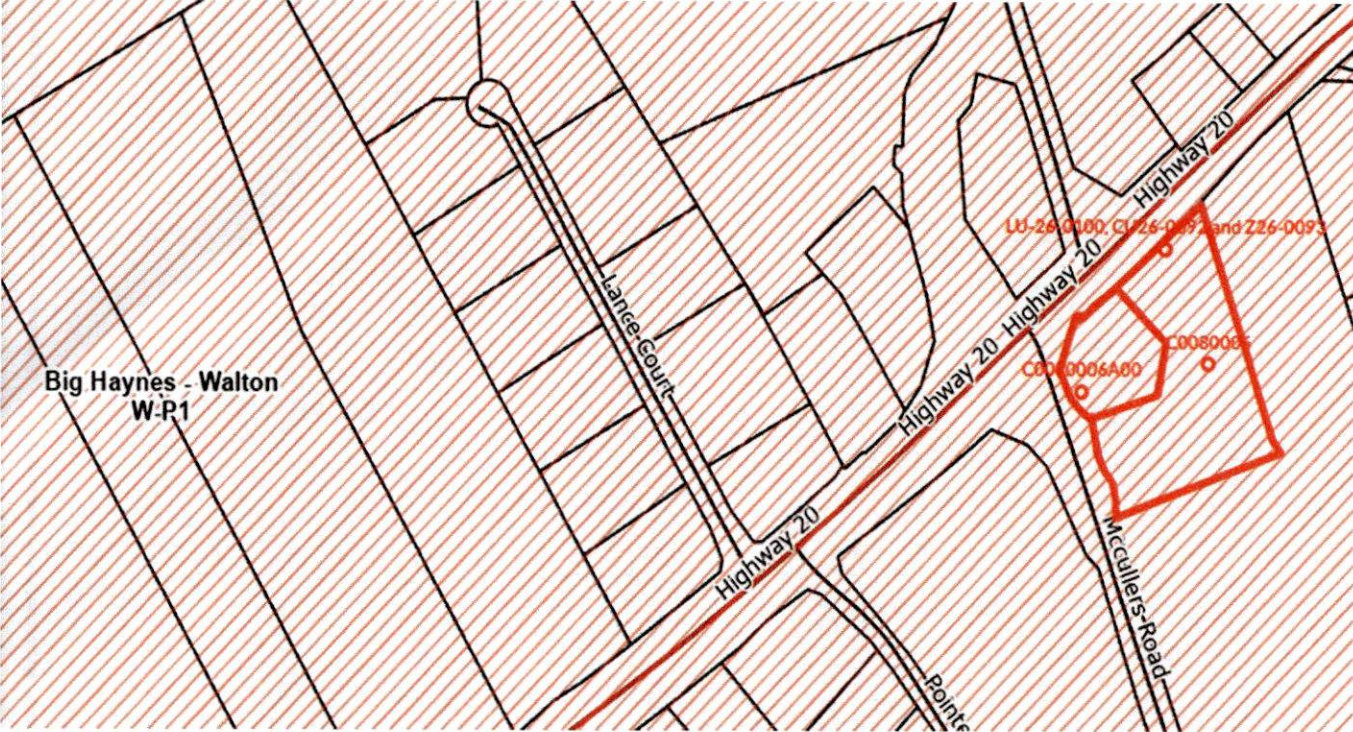




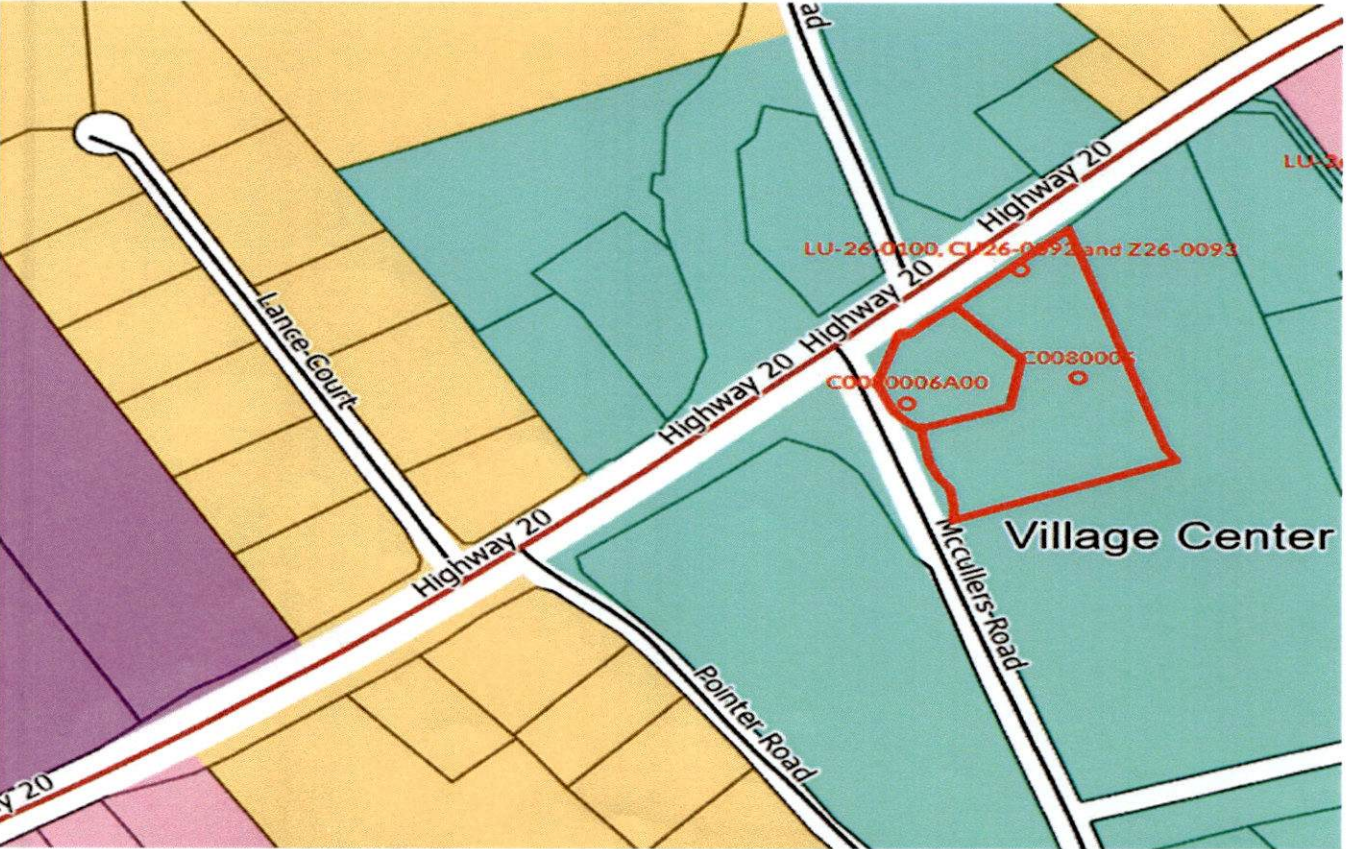
The surrounding properties are zoned A1, A2 and B2.



The property is in the Big Haynes Watershed Protection Area.



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



History: No History

Staff Comments/Concerns:

Public Works: Public Works has no issue with the approval of the proposed submitted plan design.

Sheriff's Department: No opinion

Water Authority: Request to rezone 3.21 acres from B2/A2 to B2 to expand existing convenience store to be combined with adjacent parcel, variance to reduce transitional buffer, and change land use from Village Center to Highway corridor with conditional use for outside storage of commercial vehicles and 3 diesel pumps on Highway 20 and McCullers Road. This area is served by an existing 12" and 8" diameter water mains along McCullers Road and Highway 20 (static pressure: 50 psi, Estimated fire flow: 2,450 gpm @ 20 psi). No system impacts anticipated.

Fire Marshall Review: Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: No comments

Board of Education: Will have no affect on the Walton County Schools.

GDOT: They will need to submit plans to us for approval and permitting. I'm not sure we are fully on board with the layout they have shown on the preliminary site plan.

City of Monroe: No comment received.

PC ACTION 5/7/2026:

LU26-0100, CU26-0092, and Z26-0093 – Land Use Change from Village Center to Highway Corridor, Conditional Use for outside storage of commercial vehicles and for 3 diesel pumps; Rezone 3.21 acres on C0080006 from B2/A2 to B2 to expand existing convenience store to be combined with parcel C0080006A00; and Variance to reduce transitional buffer from 50' to 10' and eliminate the required 10' landscape strip along the road – Applicant: Junaid Vicani – Property Owner – Siasim Loganville, LLC – property located at 5400 GA Highway 20 and McCullers Road – Map/Parcels C0080006 and C080006A00 – District 2

Presentation: Junaid Vicani, the owner of the property, represented the case alongside his project manager. He stated he has been operating a 2 pump Valero station since 2015 and has just purchased the property around it. He said they have remodeled and are just now able to acquire more land. He wants to convert to add 3 diesel canopies and a small canopy to the back of property and open space that would replicate a rest stop with a shower area for them to use. There would also be retail spaces connected to the store that would have a variety of food options like Dominos, Subway or Jimmy Johns. There will be a drive through with something like Dunkin Donuts in that space as well. He has been in business for 25 years, so his company is not like a mom and pop. The construction of this site would all be done by his construction company. The building would look like the one presented. He does currently have 40 places like this in the Metro Atlanta area. There is no sewer so a lot of the backside of the site plan will be the septic field with a large buffer.

Chris Alexander stated the site plan was showing 10 parking spaces. He asked if applicants intended for the truckers to stay overnight with their trucks running and Mr. Vicani stated they would sometimes.

Chris Alexander said according to 6.1.610 Section 7 - It says no vehicle shall be allowed to sit and run idle from 7:00 p.m. to 7:00 a.m. unless located in an industrial park and not within one hundred (100) feet to any single-family dwelling. These regulations will not apply to the use of refrigerant compressors. If we put a condition saying you cannot do that, would you still want to continue?

Tim Hinton added that this is a condition in a B1 zoning. He also added that they are going to need parking for when they go shower. He said they cannot park and then sleep there but can park, shower, then leave.

Mr. Vicani said in order for this to be approved, they will not have them stay overnight or allow them to idle.

Tim Hinton stated that if it were a refrigerated truck which has to run then maybe they could idle while they were showering.

Chris Alexander asked if they were requesting to reduce the 50-foot buffer to 10 feet and Mr. Vicani stated that it was for the green area on the site plan which would be for the septic area.

Chris Alexander asked if they would put up a fence and/or trees behind them to

separate them from Jackson Mobile Home Park and that an 8-foot fence would be required.

Timothy Kemp asked Mr. Vicani why he thought this kind of business was needed in this area and Mr. Vicani stated that it is located on a highway and most stations on the highway do not have diesel.

Chris Alexander restated his question regarding a wall to divide them from the neighborhood and Jackson Mobile Home Park behind them and Mr. Vicani said he would put up an 8-foot fence.

Timothy Kemp stated that this property is located in Village Center, and he does not believe this type of business is consistent with the area because they are requesting a Land Use Change from Village Center.

Mr. Vicani said if you go down the highway 8-10 miles there are not any good food options and this will bring in some fast-food options for the community.

Robert Post stated that for a Truck Stop there is not enough space for that.

Speaking: Robin Dill who lives at 833 Winding Grove Lane is opposed to the station. She lives about ½ mile or less from this property and has lived in this area for 22 years and there have not been a lot of change in the area. She stated that Highway 20 is a highway not an interstate. A great big truck stop is not needed there. She mentioned the comprehensive plan and the long-term objective. She is also concerned about diesel exhaust affecting farmland and there is a personal care home that is down the road. Ms. Dill stated that she has read American Cancer & EPA and she read that if trucks idle it has effects on livestock, children, adults and crops. The Mobile Home Park located right next to septic field would not be happy about this being put up right behind them. She said they would be going from one convenience store to a huge store which would cause lighting issues, noise and additional traffic.

Andrea Gray spoke and stated that she has a client that owns Jackson Mobile Park which is beside this property and she knows for a fact he would be opposed to this as well as far as the buffers and the Variances to adjoining property owners.

Ms. Dill said that the signage is not visible at the Jackson Mobile Home Park but was informed that the sign was set back on Highway 20 due to the DOT workspace.

Rebuttal: Mr. Vicani advised the Board that the sign is clearly visible so it's not possible the people in the mobile home park did not see it and they could also see the sign on McCullers Road. As far as the septic, the property already has septic, but he wants a bigger building so he will need a larger septic and as far as the buffer he is not trying to back the building up or build diesel pumps right up on the buffer. There are already a 3,000 sq. ft. convenience store and 2 rental suites there, he just wants to build onto it.

Recommendation: Chris Alexander made a motion to Deny and was seconded by Timothy Kemp. Tim Hinton voted to approve. The Motion carried 4 to 1.

Character Area Map Amendment

Application # LU26-0100

Planning Comm. Meeting Date 5-7-2026 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm. Meeting Date 6-2-2026 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel 3.2 Acres C 0000006 & 1.25 Acres C 008006A 00

Applicant Name/Address/Phone # <u>JUNAID VICANI</u> <u>970 PEACHTREE IND. BLVD.</u> <u>SUWANEE, GA. 30025</u>	Property Owner Name/Address/Phone # <u>(SAME AS APPLICANT)</u> <u>Siasim Loganville, LLC</u>
--	--

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

Phone # 404-725-1929 Phone # _____

E-mail Address: welcomefoodsworld@gmail.com

Location: 5400 GA. HWY. 20 Acreage _____

Existing Character Area: VILLAGE CENTER

Proposed Character Area: HIGHWAY CORRIDOR

Is this a Major or Minor amendment to the plan? MINOR, EXISTING COMMERCIAL
 Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA

Is the property located within a watershed protection overlay district? NO

Proposed Development: _____ Single-family _____ Multi-family Commercial _____ Industrial

Proposed Zoning: B-2 Number of Lots: _____ Minimum Lot Size: _____

Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature [Signature] Date 4/2/26 Fee Paid \$ 300

Conditional Use Application # CU26-0092

Planning Comm. Meeting Date 5-7-2026 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 6-2-2026 at 6:00PM held at **WC Historical Court House**

You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel 3.21 acres, 1.25 acres
C008000600 C0080006A00

Applicant Name/Address/Phone #: JUNAID VICANI
970 PEACHTREE IND. BLVD.
SWANEE GA. 30025

Property Owner Name/Address/Phone: SAME AS APPLICANT

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

Location McCullers Rd - 5400 GA. HWY 20 Present Zoning B2/MH Acreage 3.21 AC.

Existing Use of Property: CONV. STORE w/ FUEL CANOPY

Existing Structures: CONV. STORE

Property is serviced by:

Public Water: Provider: WALTON COUNTY Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

The purpose of this conditional use is: TO ALLOW TRACTOR TRAILER PARKING AND A THREE DIESEL FUEL PUMPS WITH CANOPY.

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 3/31/26 \$ 600.00 Fee Paid

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: C0080006A00 - MH/B2

Existing Zoning C0080006 - B2 Surrounding Zoning: North A1/B2 South A1/MH
 East A1 West A1

Comprehensive Land Use: Village Center

Commission District: 2-Pete Myers Watershed: Big Haynes

I hereby withdraw the above application _____ Date: _____

Rezone Application # 226-0093
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 5-7-2026 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)
Board of Comm Meeting Date 6-2-2026 at 6:00PM held at WC Historical Court House

You or your agent must be present at both meetings

Map/Parcel 3.21 acres C0080006 & 1.25 acres C0080006A00
Applicant Name/Address/Phone # SUNAD VIZANI
970, PEACHTREE IND.
BLDG SUWANEE, GA
30025
Property Owner Name/Address/Phone SAME AS APPLICANT.
(If more than one owner, attach Exhibit "A")
Location: 5000QA4WY20 McCullers Rd Requested Zoning B2 Acreage 4.35
Loganville 30052
Existing Use of Property: VACANT CONV. STORE w/ FUEL CANOPY
Existing Structures: HA CONV. STORE

The purpose of this rezone is EXPAND EXISTING RETAIL/FUELING CENTER ON PARCEL C0080006A00 WITH VARIANCES INCLUDING BUFFER REDUCTION AND PARTIAL LANDSCAPE STRIP ENCROACHMENT.
Property is serviced by the following:

Public Water: Provider: WALTON COUNTY Well: _____
Public Sewer: N/A Provider: _____ Septic Tank:

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

Signature [Signature] Date 3/31/26 Fee Paid \$ 650.00

Public Notice sign will be placed and removed by P&D Office
Signs will not be removed until after Board of Commissioners meeting

Office Use Only: C0080006A00 - MH/B2
Existing Zoning C0080006-B2 Surrounding Zoning: North A1/B2 South A1/AH
East A1 West A1
Comprehensive Land Use: Village Center DRI Required? Y N
Commission District: 2-Pete Myers Watershed: Big Hamm TMP

I hereby withdraw the above application on _____ Date _____

Disclosure of Campaign Contributions

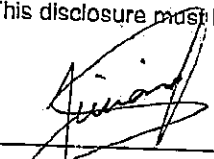
In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?
_____ yes no

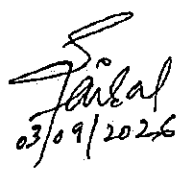
If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

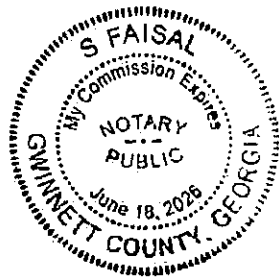
1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution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

This disclosure must be filed when the application is submitted.



Signature of Applicant/Date


03/09/2026



Check one: Owner Agent _____

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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;
 MH, JACKSON MOBILE HOME
 COMMUNITY

- 2. The extent to which property values are diminished by the particular zoning restrictions;
 NO AFFECT ON PROPERTY VALUES
 ANTICIPATED

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

- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
 THIS PROJECT EXPANDS RETAIL
 SERVICES AVAILABLE TO THE
 COMMUNITY & PROVIDES FUELING
 SERVICE TO INDUSTRIES ALONG
 HWY. 20.

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

THIS PROJECT IS BENEFICIAL TO THE
TRAVELERS ALONG THE HWY. 20 CORRIDOR.

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 ^{IS VACANT AND} HAS BEEN VACANT
EVEN PRIOR ~~TO BEING~~ TO BEING
ZONED M.H.

**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: SUNAIK VIRANI
Address: 970 PEACHTREE INDUSTRIAL BLVD SUWANEE GA 30025

Location of Property: 5400 GA-20 LOGANVILLE, GA, 30052

Map/Parcel Number: C0080000

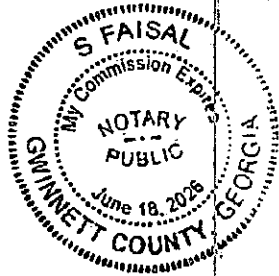
Current Zoning: MH Requested Zoning: B2

Sunai Virani
Property Owner Signature
Print Name: SUNAIK VIRANI
Address: 970 PEACHTREE ID
BLVD Suwanee, GA
30025

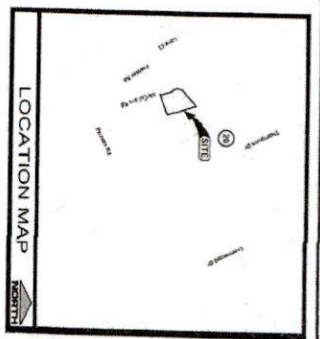
Property Owner Signature
Print Name: _____
Address: _____

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.

S. Faizal
Notary Public Date 03/09/2026



Checklist for Scale Drawing



NO.	REVISION	DATE

28-104
 21-Mar-26
C-0

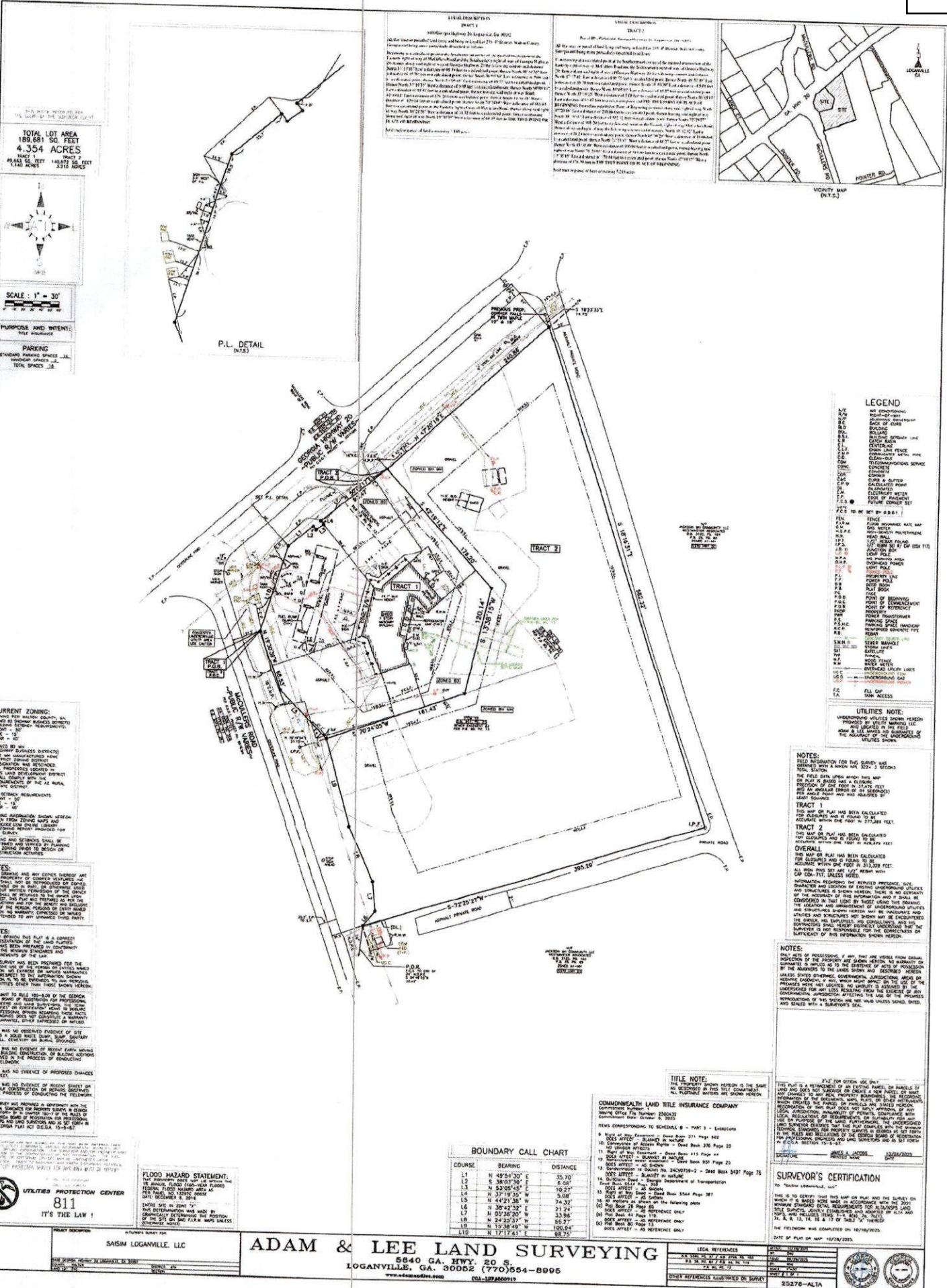


WELCOME FOODS
5400 HWY. 20 LOGANVILLE
 LAND LOT 245 - 4th DISTRICT
 PARCEL ID. C0080006400 & C0080006
 WALTON COUNTY, GEORGIA
 SHEET TITLE: REZONING EXHIBIT

28th DISTRICT
 No. 10000
 [Name]
 State of Georgia
 Professional Engineer
 My Commission Expires on 03/21/26



LISTED FOR THE STATE OF GEORGIA
GSWCC
 GEORGIA STATEWIDE WATER CONTROL COMMISSION
 OFFICE OF THE STATE ENGINEER
 1000 N. WASHINGTON ST., SUITE 100
 ATLANTA, GA 30309
 (404) 656-3300
 www.gswcc.com



TOTAL LOT AREA
189,681 SQ. FEET
4.354 ACRES



PURPOSE AND INTENT:
TITLE INSURANCE
PARKING
STANDARD PARKING SPACES - LL
TOTAL SPACES - 12

CURRENT ZONING:
COMMERCIAL DISTRICT (CD)
SUBDIVISION (S)

NOTES:
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1967...

NOTES:
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1967...

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THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1967...

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THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1967...

NOTES:
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1967...

UTILITIES PROTECTION CENTER
811
IT'S THE LAW!

FLOOD HAZARD STATEMENT:
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1967...

BOUNDARY CALL CHART

COURSE	BEARING	DISTANCE
L1	N 49°54'30" E	35.70
L2	N 38°03'30" E	8.26
L3	N 52°05'45" E	10.27
L4	N 37°18'55" E	3.08
L5	N 44°21'38" W	74.32
L6	N 38°42'32" E	21.24
L7	N 02°38'20" W	33.86
L8	N 24°25'37" W	65.27
L9	N 12°38'40" W	100.94
L10	N 17°17'41" E	100.94

TITLE NOTE:
THE PROPERTY HEREIN IS THE SHARE OF AN UNINCORPORATED ENTITY...

COMMONWEALTH LAND TITLE INSURANCE COMPANY
Survey Office File Number: 250443-B
Contract Number: 250443-B

LEGEND
A/C ALL CONDITIONS
B/C BOUNDARY CORNER
C/C BACK OF CURB
D/C BOLLARD
E/C BOLLARD
F/C BOLLARD
G/C BOLLARD
H/C BOLLARD
I/C BOLLARD
J/C BOLLARD
K/C BOLLARD
L/C BOLLARD
M/C BOLLARD
N/C BOLLARD
O/C BOLLARD
P/C BOLLARD
Q/C BOLLARD
R/C BOLLARD
S/C BOLLARD
T/C BOLLARD
U/C BOLLARD
V/C BOLLARD
W/C BOLLARD
X/C BOLLARD
Y/C BOLLARD
Z/C BOLLARD

UTILITIES NOTE:
UNDERGROUND UTILITIES SHOWN HEREON PROVIDED BY UTILITY MARKING, INC. AND LOCATED BY THE SURVEYOR...

NOTES:
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1967...

NOTES:
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1967...

SURVEYOR'S CERTIFICATION
I, Adam & Lee Land Surveying, LLC, do hereby certify that this survey was made in accordance with the Surveying Act of 1967...

SASIM LOGANVILLE, LLC
ACTIVITY NUMBER: 202

ADAM & LEE LAND SURVEYING
5840 GA. HWY. 20 S.
LOGANVILLE, GA. 30052 (770) 354-8995
www.adamandlee.com COL-128260019

LEGAL REFERENCES
G.S. 42-2-201
G.S. 42-2-202
G.S. 42-2-203
G.S. 42-2-204
G.S. 42-2-205
G.S. 42-2-206
G.S. 42-2-207
G.S. 42-2-208
G.S. 42-2-209
G.S. 42-2-210
G.S. 42-2-211
G.S. 42-2-212
G.S. 42-2-213
G.S. 42-2-214
G.S. 42-2-215
G.S. 42-2-216
G.S. 42-2-217
G.S. 42-2-218
G.S. 42-2-219
G.S. 42-2-220

LETTER OF INTENT

The subject property is located at the intersection of Ga. Hwy. 20 and McCuller Road, consisting of two land parcels totaling 4.354 acres. Land parcel C00800006A00, Tract 1, is 1.14 acres, zoned B2, and consists of an existing convenience store w/restaurant and a four-pump fueling station under canopy. Land parcel C00800006, Tract 2, is 3.215 acres, zoned a combination of B2 and MH, and consists of some spill over asphalt and gravel areas but mostly mature woodlands.

We are requesting the rezoning of land parcel C00800006, Tract 2, for B2/MH to all B2. Our proposal is to expand the existing convenience store to 7,965 sf, plus the attached additions of 2,676 sf of retail, and 1,800 sf restaurant with drive-thru service. Existing/proposed building area total of 12,440 sf approximately. The existing four pump automobile fueling station will remain, and a three-pump diesel fueling station with canopy is proposed. Driveways and parking spaces are added to meet County parking code.

In addition to the rezoning, we request a special use permit for tractor trailer parking and diesel fuel pumps with canopy. Tractor trailer access and parking (10 spaces) are proposed and will be located behind the building. The diesel fuel pumps and canopy are proposed to be located to the east side of the building and in line with the face of the building.

Ga. DOT is proposing a traffic circle at the Ga. Hwy 20 and McCuller Road intersection, this roundabout is illustrated on our rezoning exhibit. We have conversed with GDOT officials regarding our proposed development, and they have given us preliminary approval to propose the driveway access locations as illustrated. These driveways will consist of:

A full-access driveway with deceleration and left turn lanes on Ga. Hwy. 20. This driveway is located on the northern corner of the subject property and shared with the adjacent Jackson Mobile Home Community by an inter-parcel access easement.

A full-access driveway with deceleration and left turn lanes on McCuller Road. Plus, an exit only driveway in front of the convenience store for automobile use only. FYI, we requested a right in only driveway off Ga. Hwy. 20 from GDOT but they denied that request. It was our intent to separate automobile traffic from tractor trailer traffic as much as possible.

Variances

1. The required zoning buffer between B2 and MH zoned properties is 50'. Our request is to reduce the buffer to 10' and include a 6' ht. opaque fence 10' inside the property line as applicable.

Variance Hardship:

- A. To provide adequate spacing from the proposed roundabout our proposed full-access driveway must be placed at the northern and southernmost corners of the property, and within the zoning buffer area.
- B. There isn't any public sewer in the area, therefore we need all the area on the south and eastern side of the property for a septic system. Considering that we must accommodate primary and replacement infiltration fields, the entire area set aside for septic use will be utilized.

Note:

We have a Level III Soil Survey that illustrates the soils in this area to be suitable for conventional septic use.

Only the area of the primary septic field will be cleared, the replacement field area will remain vegetated until, and if, the primary field must be replaced.

- 2. A 10' Landscape Strip is required along all road frontages. The **existing** condition has pavement within the landscape strip in front of the existing fueling station. Note the light blue line that meander across the right-of-way line is the existing pavement line. We can cut and remove pavement that encroaches into the right-of-way to make the asphalt line more uniform and remove the Vac/Air unit and signage out of the right-of-way. We will also seek approval through GDOT a single row of shrubs with 3" cal. canopy trees spaced 30' on center across the inside of the right-of-way frontage that the 10' landscape strip is subtracted. GDOT allows landscaping along the edge of the right-of-way through a Encroachment Permit process/

Hardship:

- A. The underground fuel tanks are located between the fuel canopy and the right-of-way. Removing/relocating the tanks is not a feasible option.



LOCAL REPRESENTATIVE: GSWCC

PREPARED BY: Land Solution Associates, Inc.

DATE: 03/21/2024

PROJECT: WELCOME FOODS

LOCATION: 5400 HWY 20, LOGANVILLE, GA 30024

SCALE: 1" = 20'

DATE: 26-04 21-Mar-26

No Sleeping overnight in Vehicles



WELCOME FOODS

WELCOME TO CONVENIENCE

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CONVENIENCE**



WHO ARE WE?

- > Trademarked
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City of Powder Springs | Walton | Barrow | Oconee*
- > 8 upcoming ground up constructions and rapidly acquiring more locations for new builds
- > Signature Look
- > Quality Operations
- > Exceptional Customer Service
- > Hands-On Training and continuing education
- > Safety and Security
- > Proven Successful in Increasing sales & Revenue



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 404-725-1929

SISTER COMPANY **WELCOME FUELS, LLC**

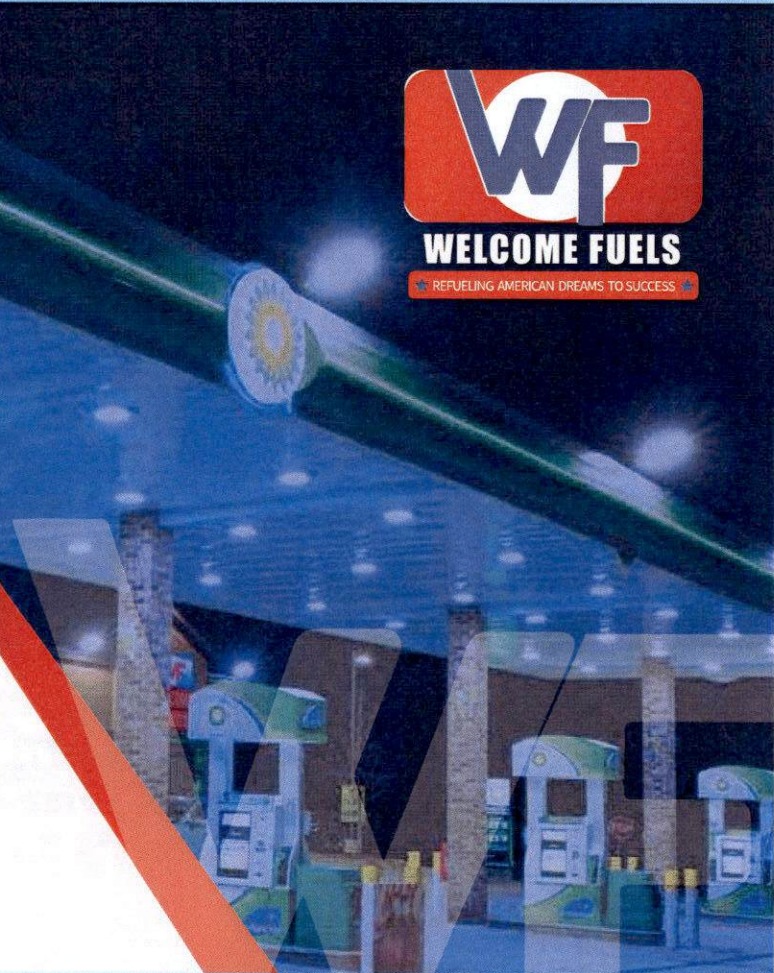
DISTRIBUTOR (JOBBER) OF FUEL IN VARIOUS STATES

- > Georgia
- > South Carolina
- > North Carolina
- > Mississippi
- > Alabama
- > Tennessee
- > Ohio
- > Arkansas
- > Florida

ACCESS TO MAJOR BRANDS

- > BP/Amoco
- > Chevron/Texaco
- > Marathon/ARCO
- > Valero/Shamrock
- > Exxon/Mobil
- > Shell/76
- > Citgo

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Welcome Foods Kitchen has been launched to provide healthier food options in food desert communities. **Welcome Foods Kitchen** is a concept that will allow people to come into the stores and purchase a variety of fresh food items for breakfast, lunch and dinner.



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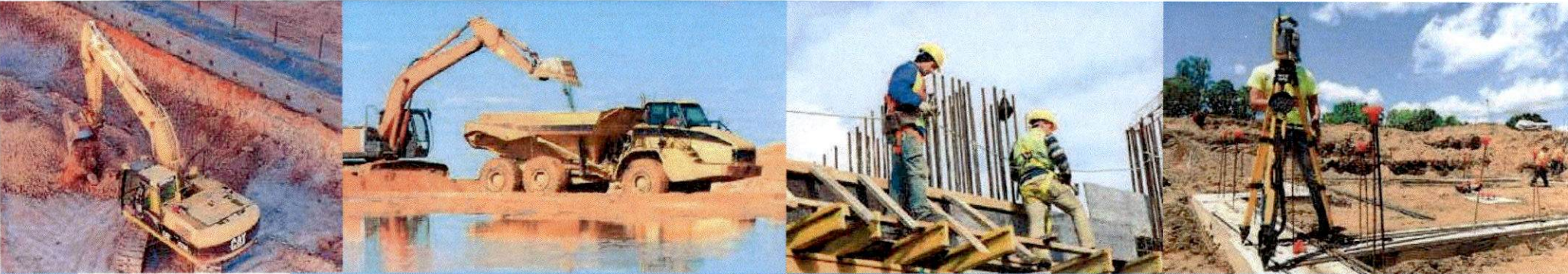
 404-725-1929

ATLAN CONSTRUCTION



Atlan Construction, a sister company of Welcome Foods, a full-service commercial general contractor specializing in ground-up development, tenant improvements, and design-build delivery. We combine decades of field expertise with modern project management technology to deliver predictable outcomes on every project.

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WELCOME FOODS- TRADITIONAL LOOK



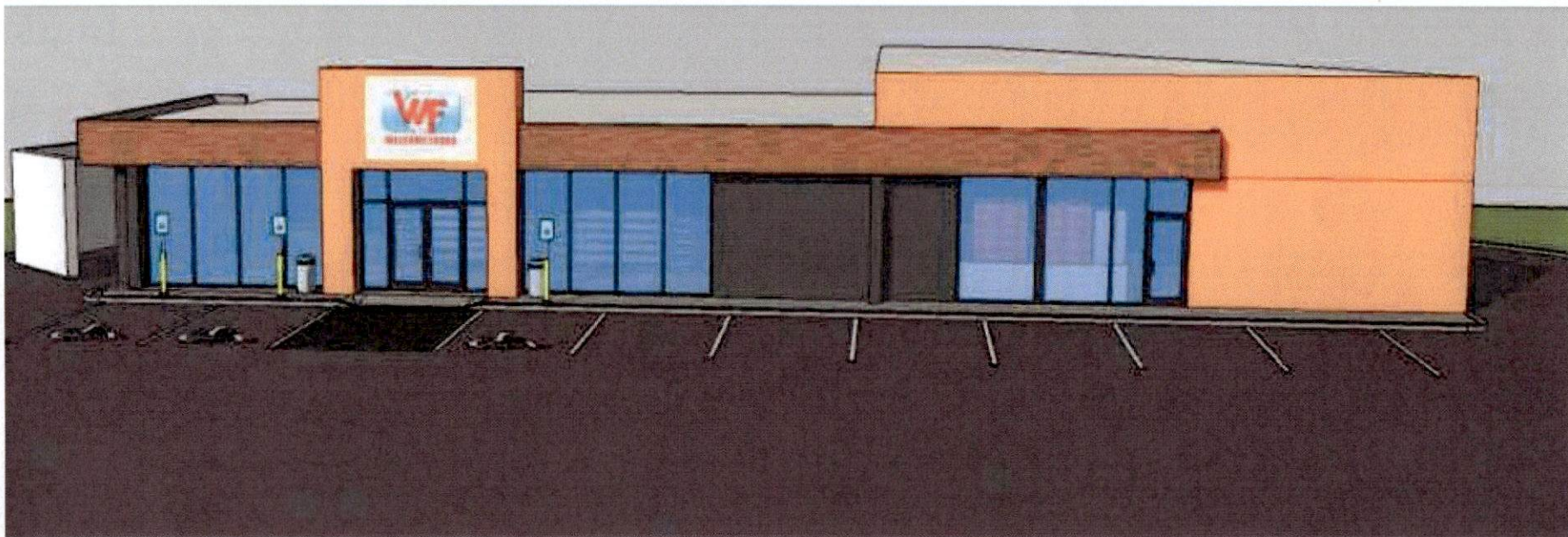
1970 Moores Mill Rd NW, Atlanta, GA 30318



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 404-725-1929

WELCOME FOODS- MODERN LOOK



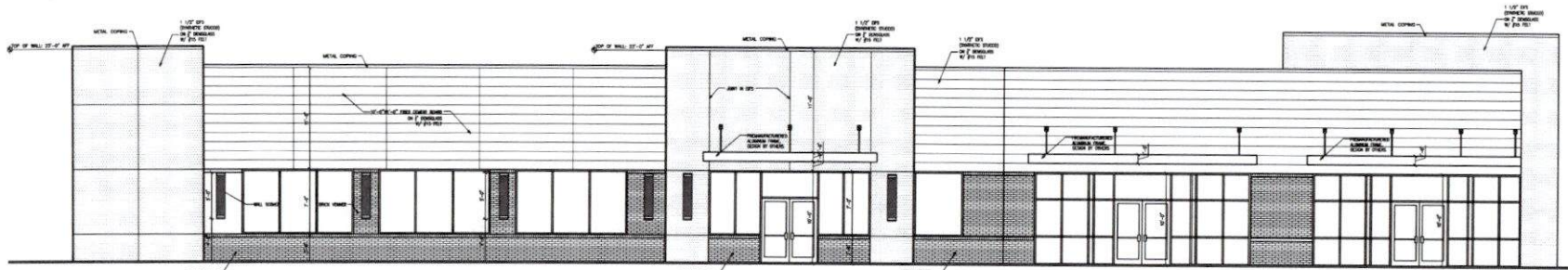
1666 Marietta Hwy, Canton, GA 30114



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PROJECT ELEVATION PLAN



11 CONVENIENCE STORE ELEVATION
A-1 SCALE 3/16"=1'-0"



CONVENIENCE STORE RENDERED ELEVATION

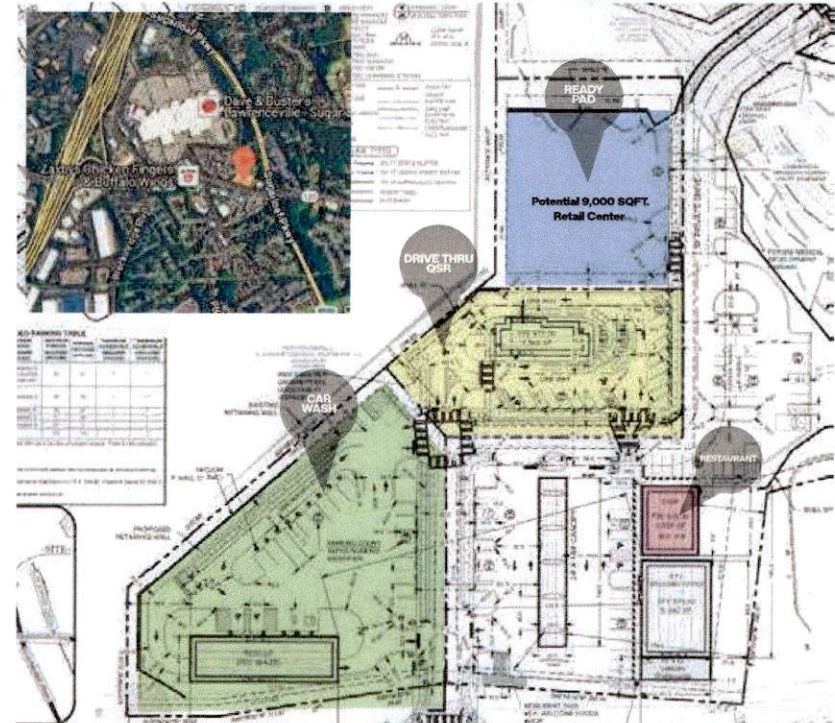
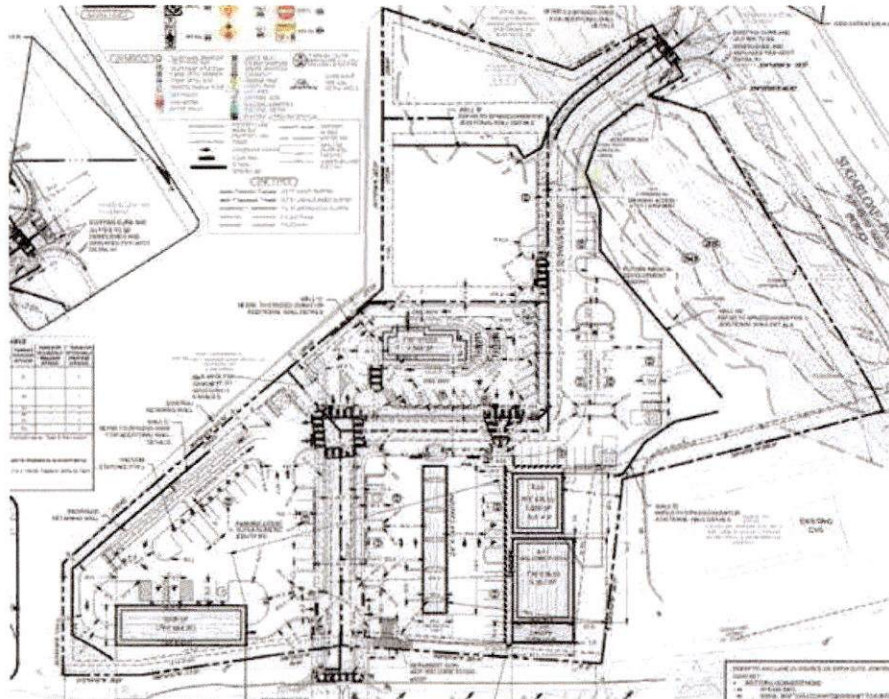


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ON-GOING PROJECTS

LAWRENCEVILLE



1855 Duluth Hwy, Lawrenceville, GA 30043

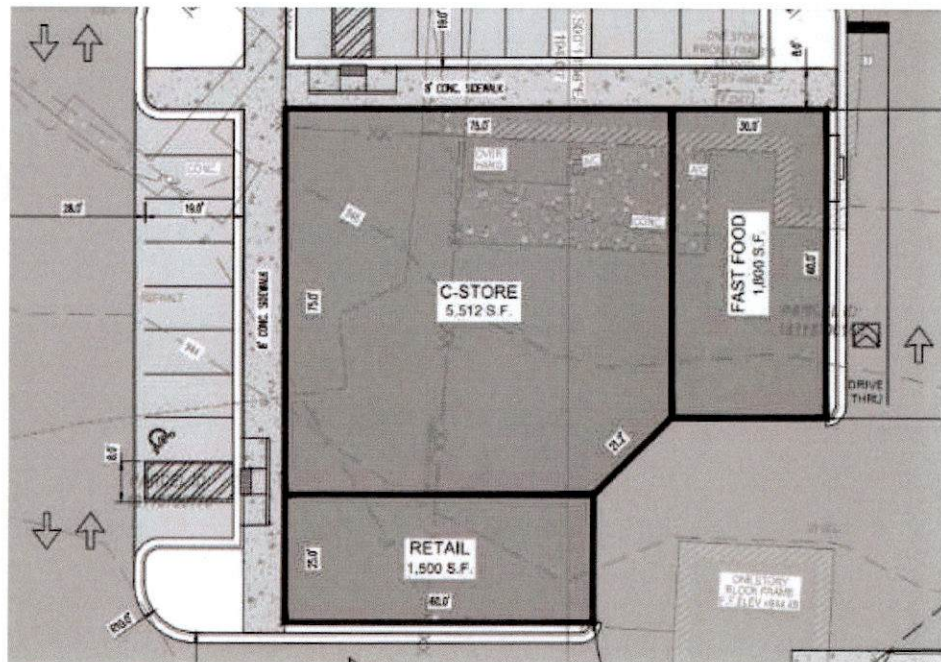
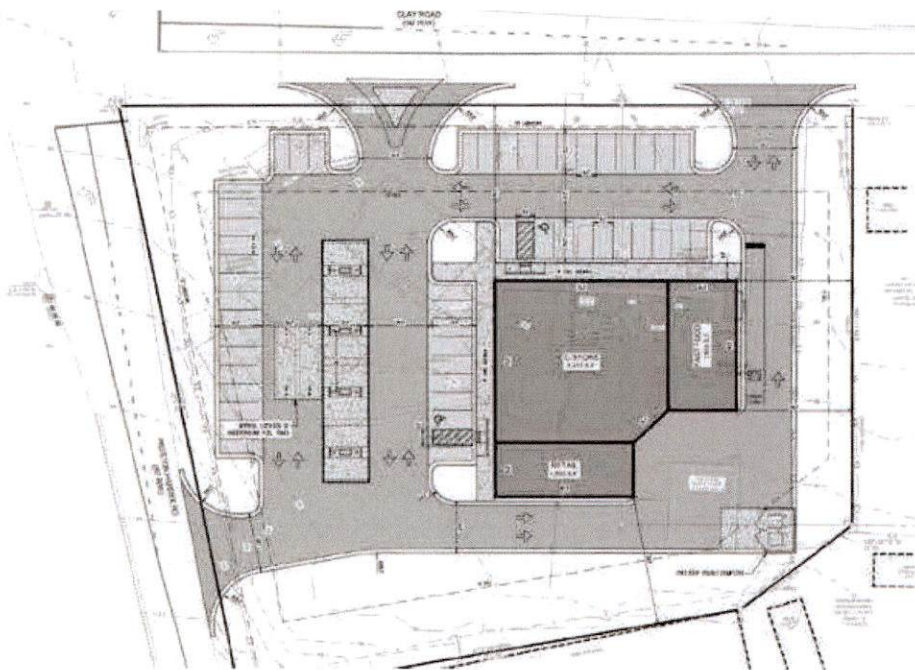


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ON-GOING PROJECTS

AUSTELL



2391 Clay Rd SW, Austell, GA 30106

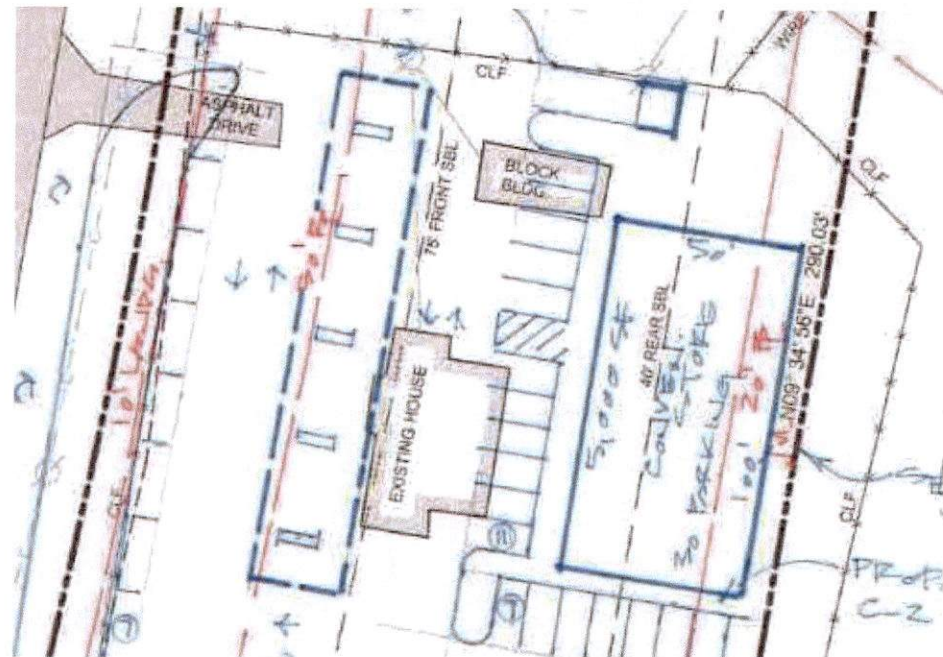
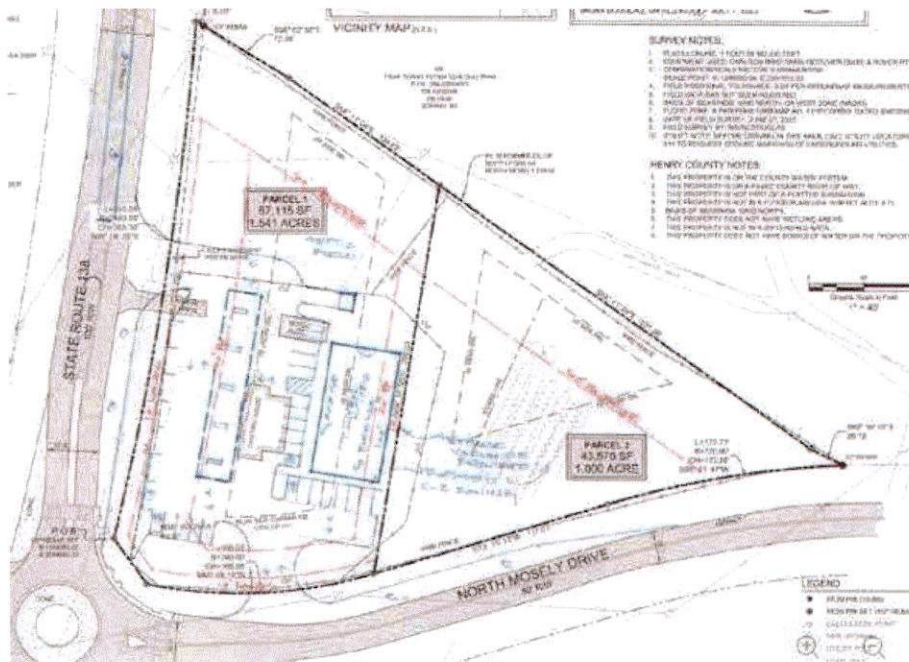


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ON-GOING PROJECTS

STOCKBRIDGE



1810 GA-138, Stockbridge, GA 30281

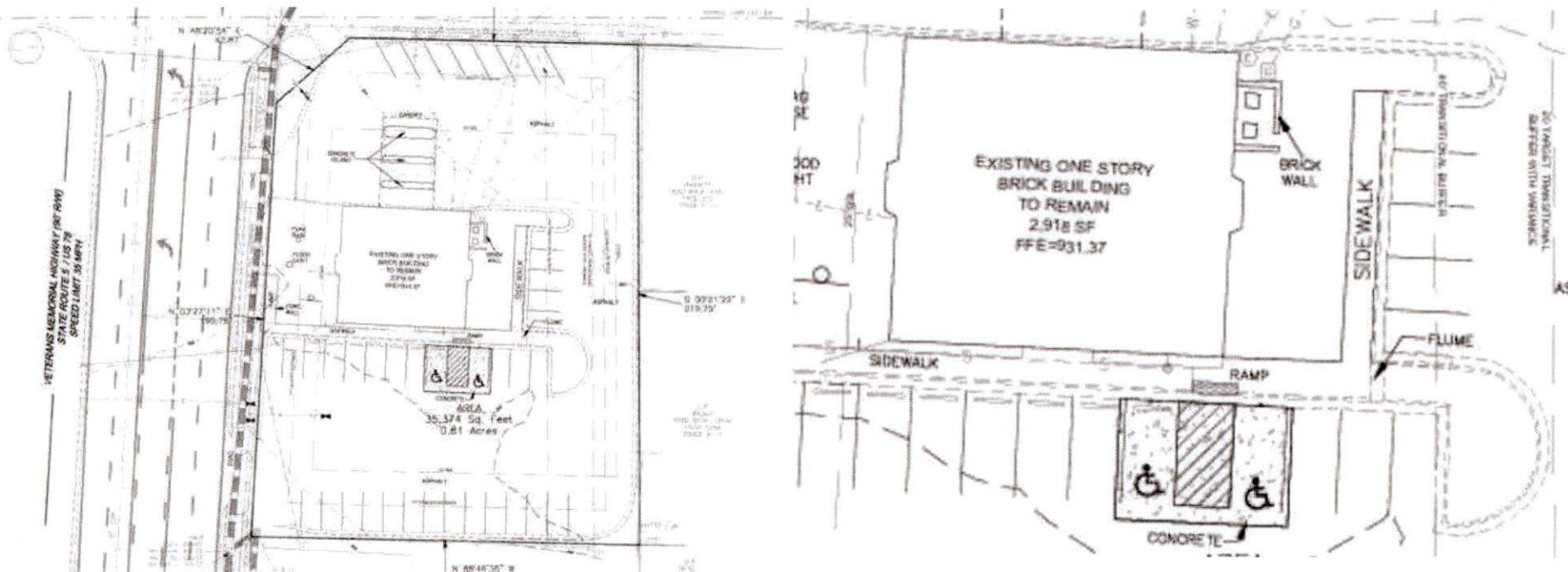


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404-725-1929

ON-GOING PROJECTS

AUSTELL



2913 Veterans Memorial Hwy, Austell, GA 30168

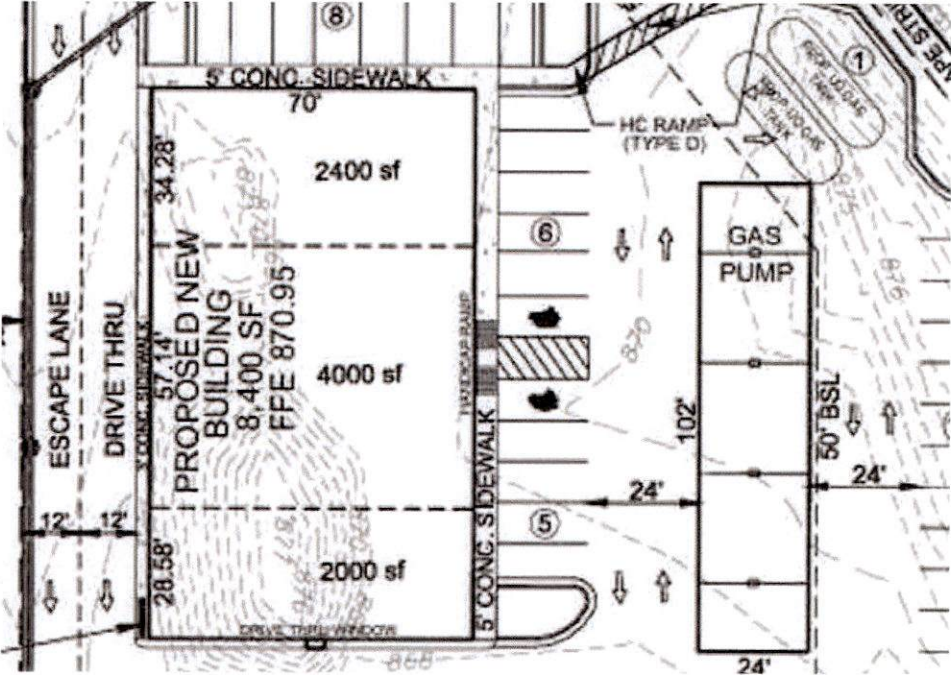
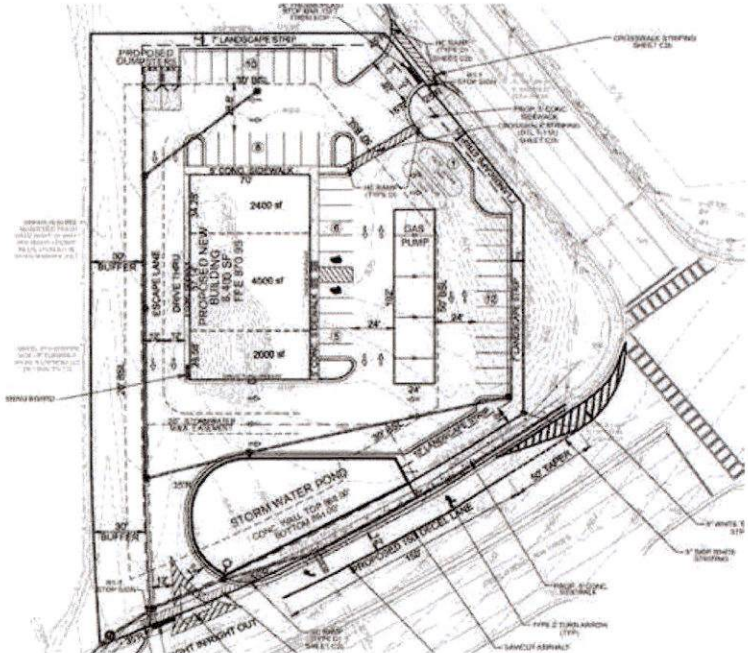


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ON-GOING PROJECTS

MCDONOUGH



3575 Jodeco Rd, McDonough, GA 30253

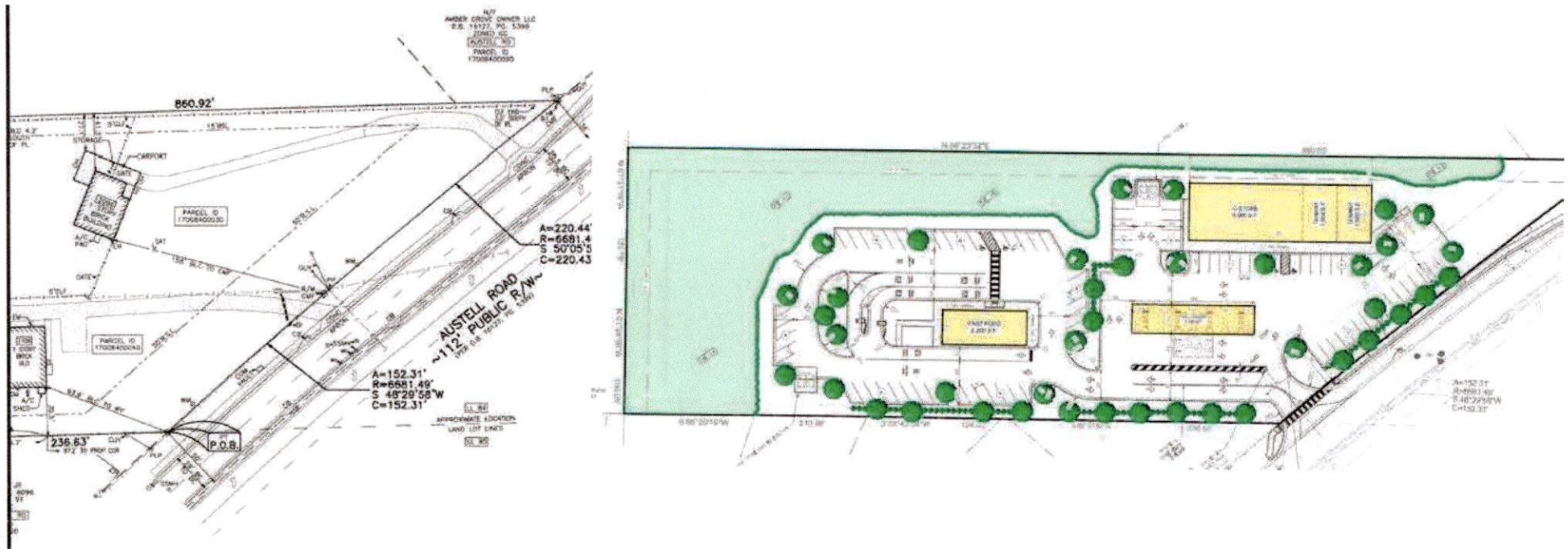


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404-725-1929

ON-GOING PROJECTS

MARIETTA



2106 Austell Rd, Marietta, GA 30008

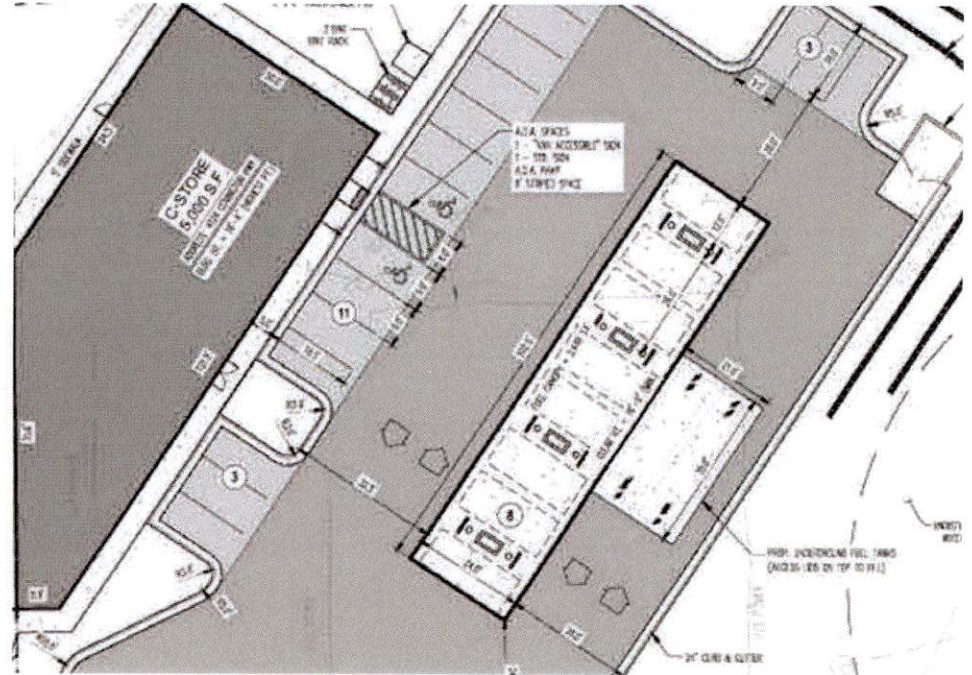
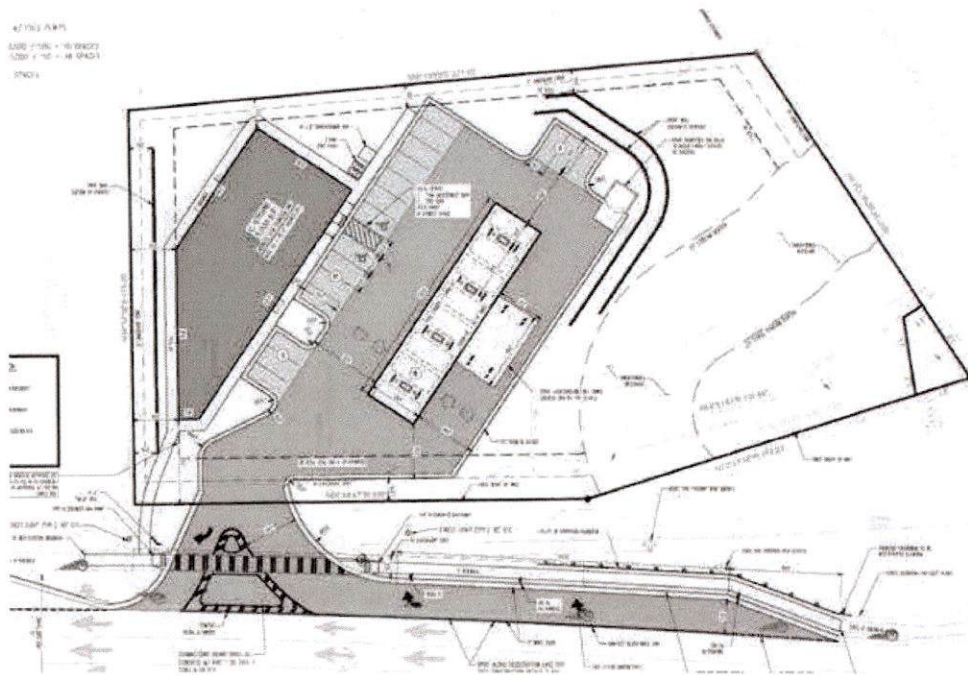


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ON-GOING PROJECTS

DECATUR



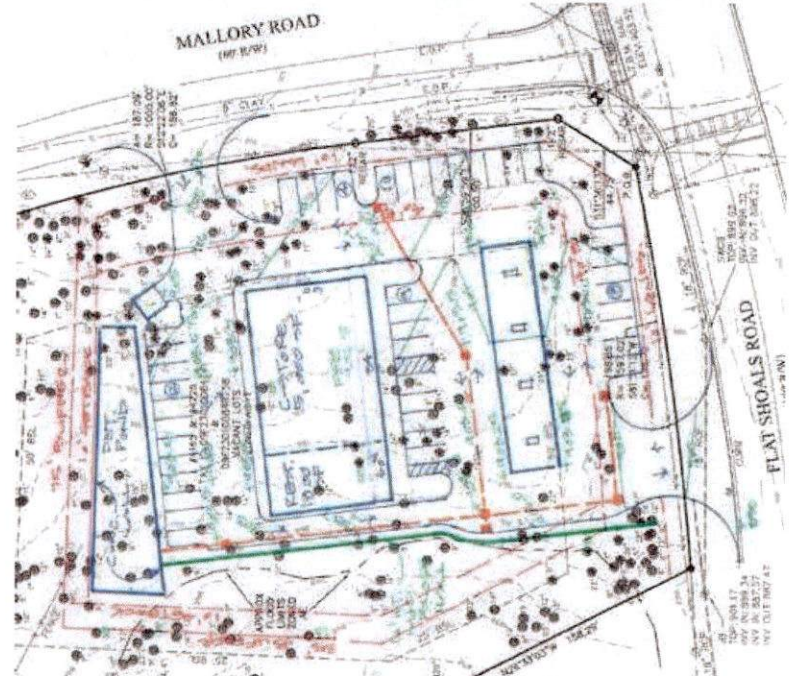
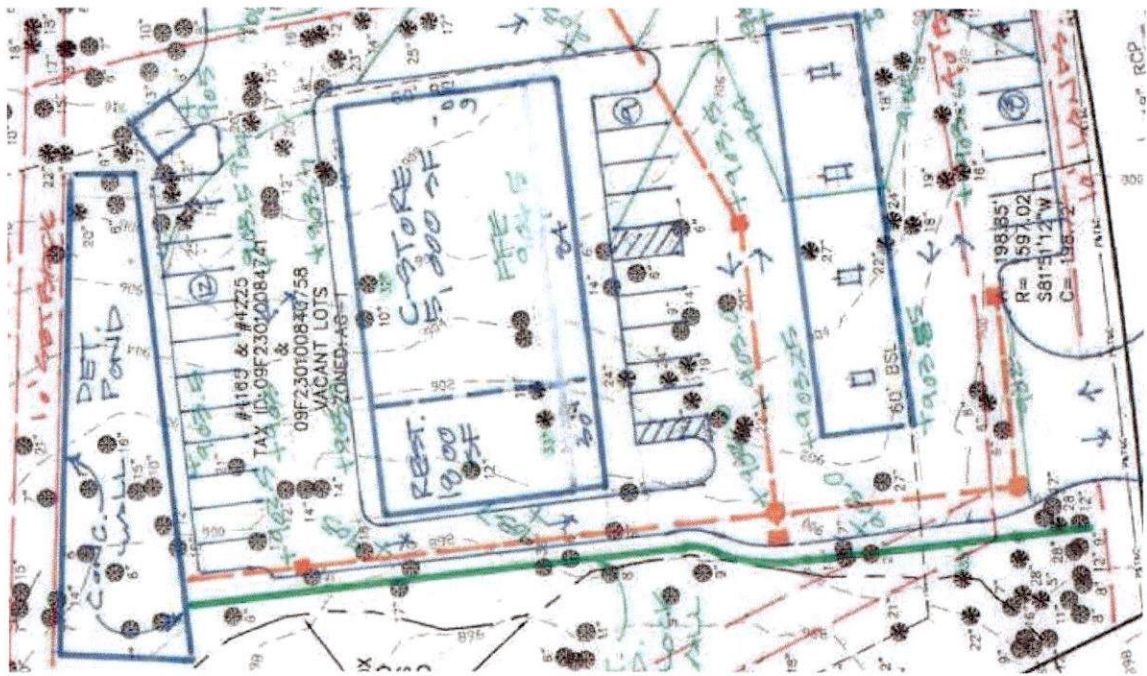
4124 Covington Hwy, Decatur, GA 30032



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ON-GOING PROJECTS CITY OF SOUTH FULTON



4165 Flat Shoals Rd, Union City, GA 30291

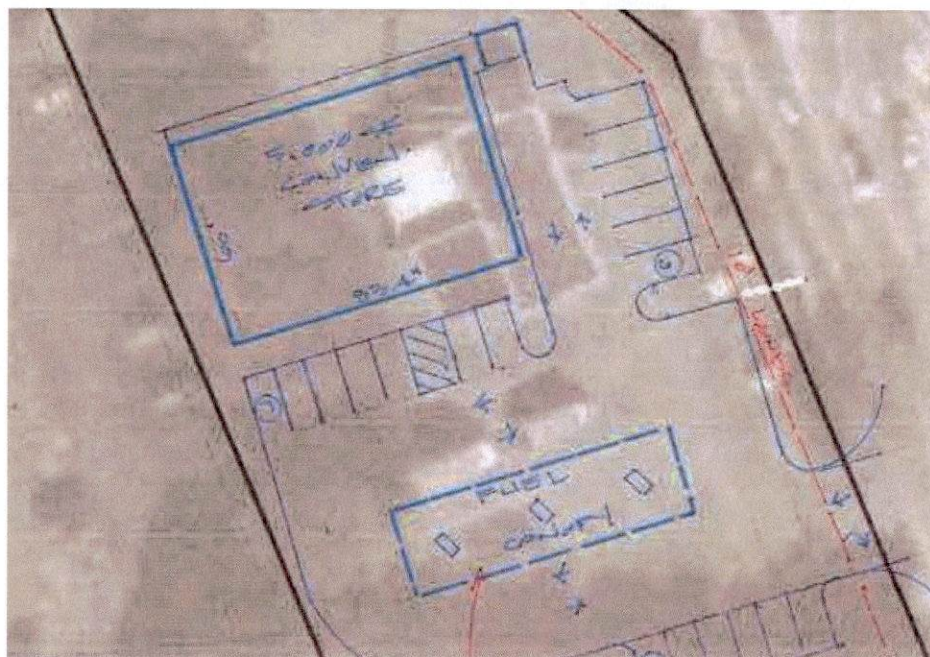


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ON-GOING PROJECTS

NORCROSS



5570 Jimmy Carter Blvd, Norcross, GA 30093

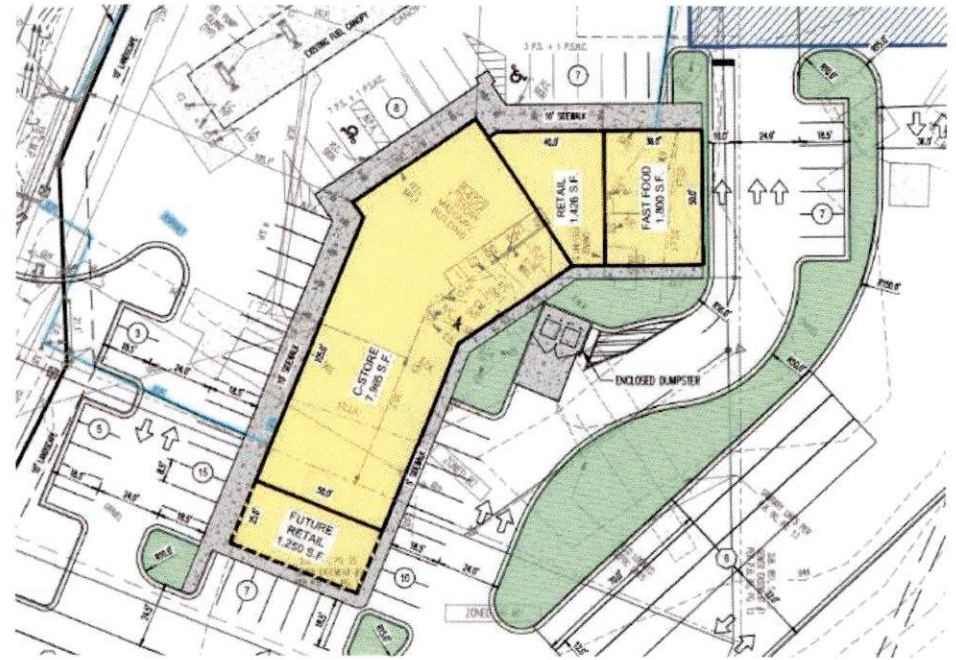
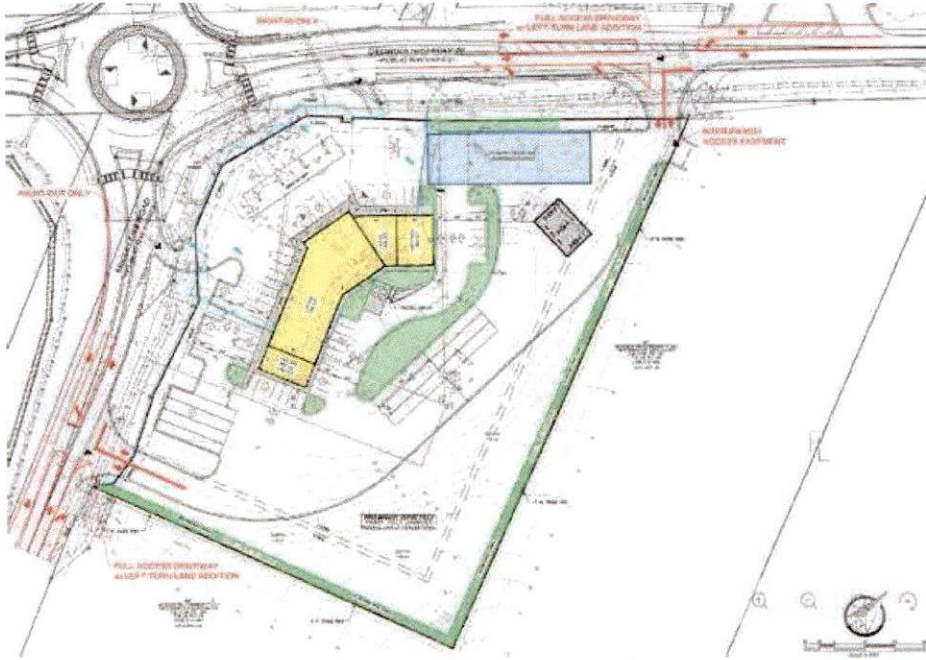


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USE CASE #CU26-0092 Rezoning Case #Z26-0093

LOGANVILLE



5400 GA-20, Loganville, GA 30052



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- > Jersey Mike's
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- > Verizon
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WELCOME TO CONVENIENCE

Junaid (Jay) Virani

📞 404-725-1929

welcomefoodsworld@gmail.com

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970 Peachtree Industrial Blvd,
Suite 17, Suwanee, GA 30024



THANK YOU



Planning and Development Department Case Information

Case Number: Z26-0096

Meeting Dates: Planning Commission 05-07-2026

Board of Commissioners 06-02-2026

Applicant:

Baldpates General Contracting, LLC
131 Main Street, Suite 2
Jersey, Georgia 30018

Owner:

Jersey Partners Holdings, LLC
131 Main Street, Suite 2
Jersey, Georgia 30018

Current Zoning: The current zoning is R1GS.

Request: Rezone 74.79 acres of a portion of C0990010 (149.75 acres) from R1GS to R1OSC for a residential 50 lot subdivision and remove the previous zoning conditions on the 74.79 acres.

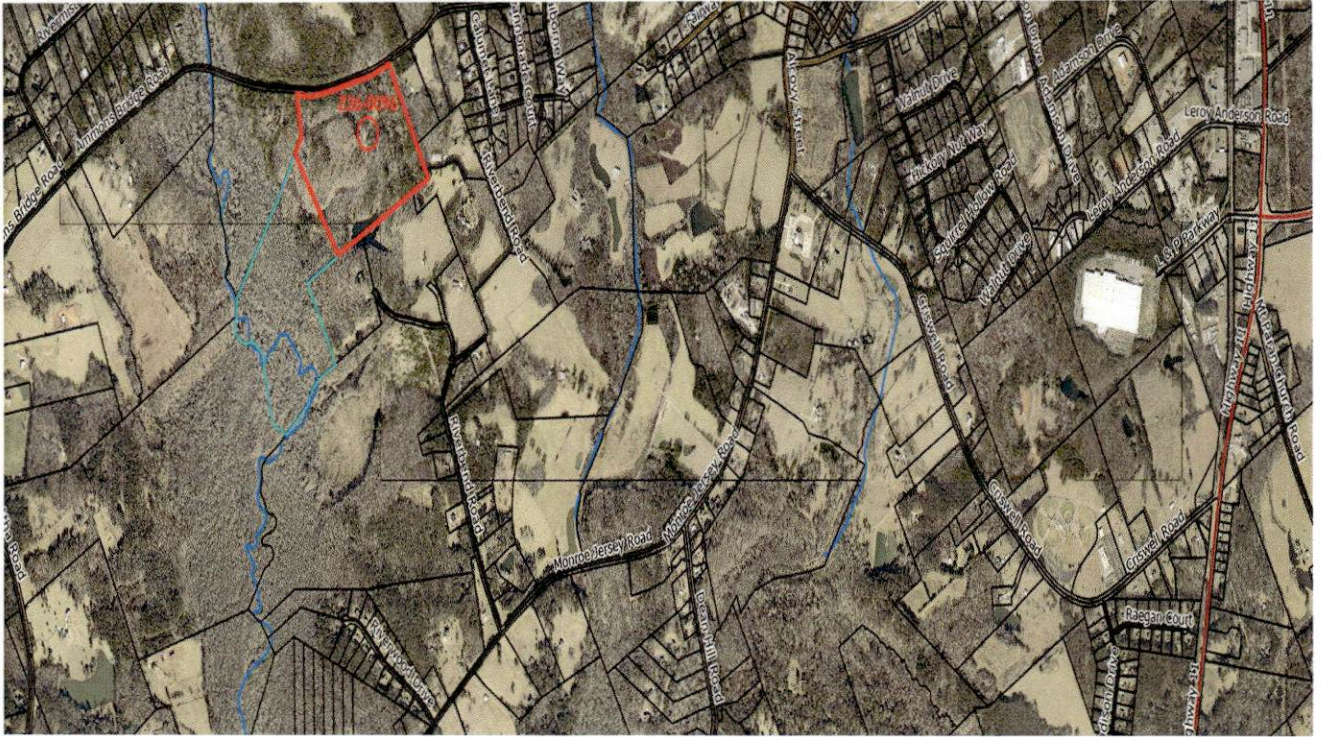
Address: 1360 Ammons Bridge Road, Monroe, Georgia 30655

Map Number/Site Area: C0990010– 149.75 acres

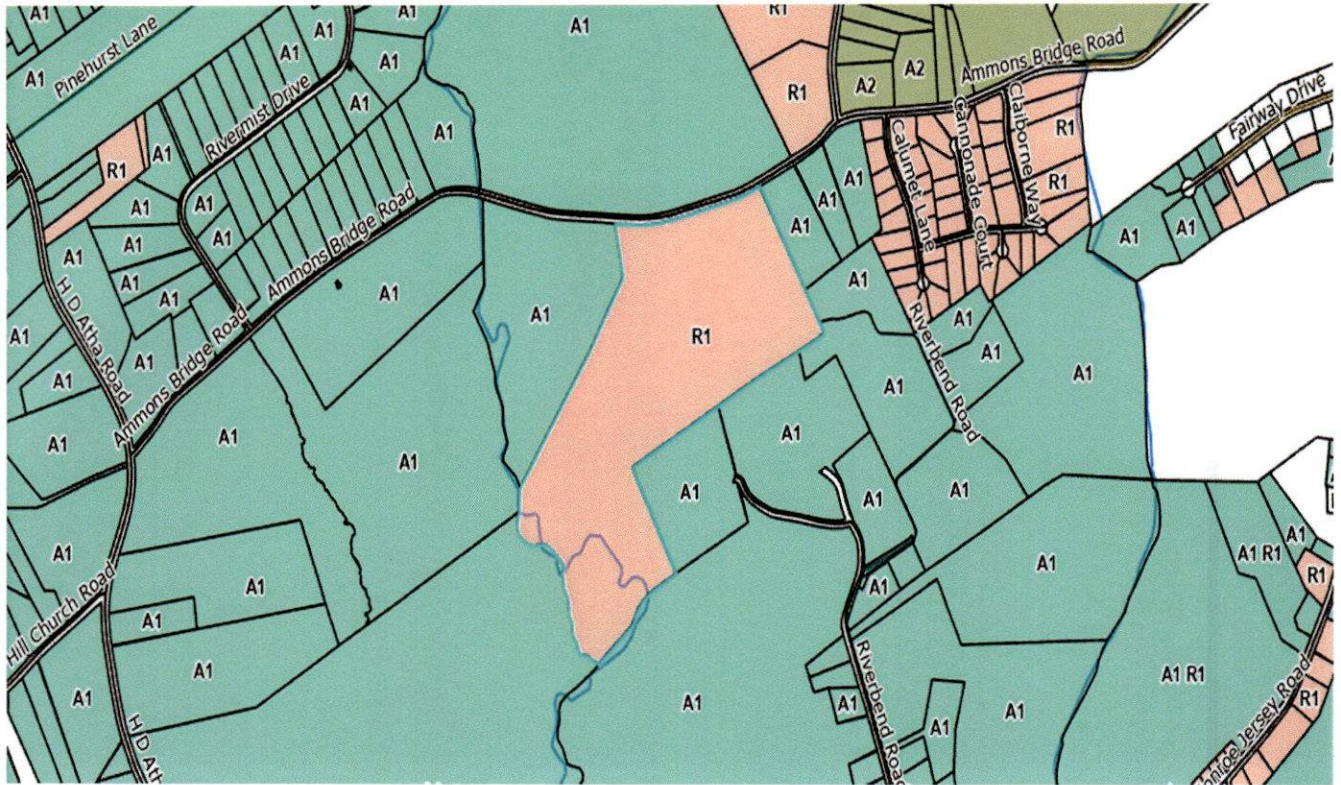
Character Area: Suburban

District 5 Commissioner- Jeremy Adams Planning Commission–Tim Hinton

Existing Site Conditions: Property is Vacant.

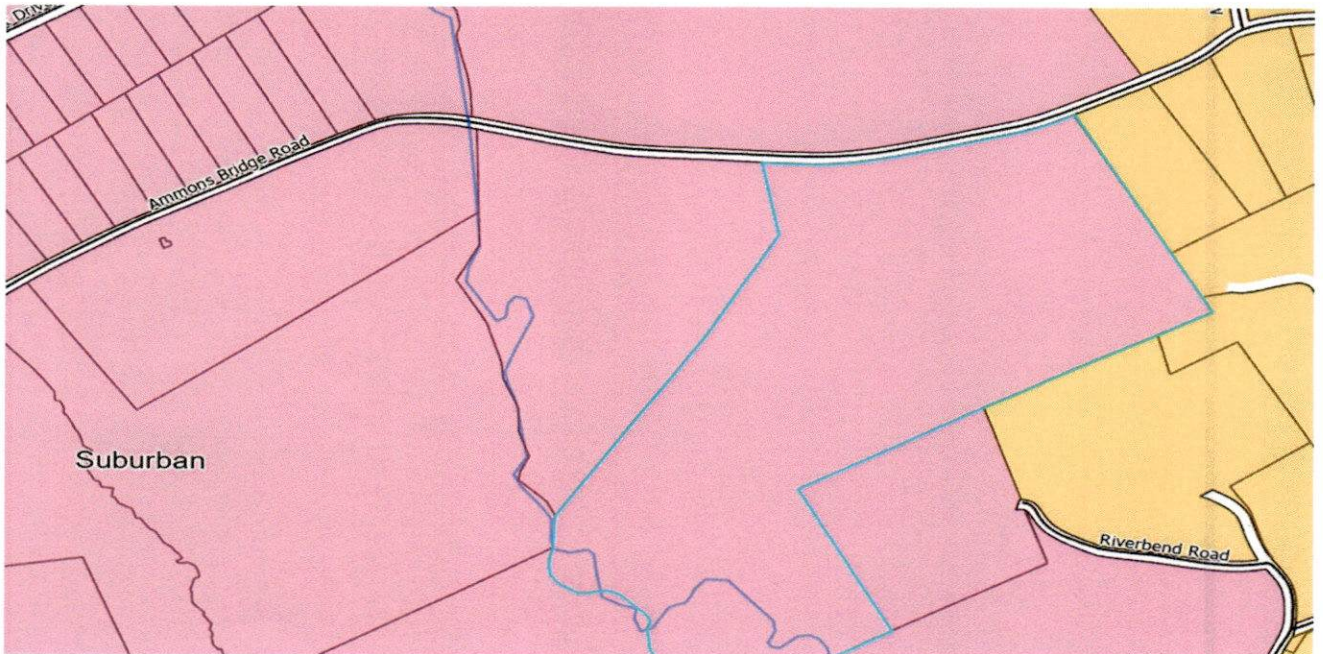


The surrounding properties are zoned A1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History:

Z04050010	J. Harold Shepherd	A-1 to R-1 GS GS Res. Sub 149.	C099-10 Ammons Bridge Road	Approved Conditions
-----------	--------------------	-----------------------------------	-------------------------------	---------------------

Conditions:

July 6, 2004 The Board of Commissioners having listened to evidence both from those in favor of said rezone, and from those in opposition of said rezone hereby order that the application of **J. Harold Shepherd & Thomas C. Shepherd is hereby approved with the following conditions:**

1. Dwellings shall have a minimum of 2,000 square feet of heated living space for one-story and 2,500 square feet of heated living space for two-story exclusive of area within a basement.
2. Provide a minimum of 50-foot front setback from the proposed right-of-way.
3. All dwellings shall have side entry double-car garages. Rear entry garages will also be permitted.
4. Homes located on interior lots to be constructed with brick, stone, stucco or wood on a minimum of three sides with the balance of the home being constructed of concrete type siding. No vinyl siding
5. Homes located on lots along Ammons Bridge Road to be constructed with brick, stone, stucco or wood on four sides.
6. All utilities shall be located underground.
7. Provide sidewalks along both sides of interior streets.

Staff Comments/Concerns:

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

Sheriff's Department: No opinion

Water Authority: This property is located within the Walton County Water Department service area and can be served by an existing 10" diameter water main along HD Atha Road (static pressure: 120 psi, Estimated fire flow: 2,500 gpm @ 20 psi). A new water main will be required to extend and distribute water within the development. Please coordinate with WCWD.

Email from Morris Jordan: The Ammons Bridge Road property is currently in the Walton County Service area. The developer and the City are working with the County to possibly get it in the Monroe Service area, but this has not been agreed to as of yet.

Fire Marshall Review: Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: Additional call volume for Fire and EMS calls.

Board of Education: A new subdivision will have an affect on the School System. This will require additional classrooms, teachers and bus drivers.

GDOT: No comment

City of Monroe: No comment received.

PC ACTION 5/7/2026:

Z26-0096 – Rezone 74.79 acres of a parcel of 149.75 from R1GS to R1OSC and remove previous zoning conditions on the 74.79 acres- Applicant: Baldpates General Contracting, LLC/Owner: Jersey Partners Holdings, LLC – property located at 1360 Ammons Bridge Road – Map/Parcel C0990010 – District 5

Presentation: Andrea Gray presented the case. She represents Baldpates General Contracting, LLC and they would like to rezone 74.79 acres to R1OSC. The property is currently rezoned R1GS and was rezoned to this zoning in 2004. They would like to rezone 74.79 acres of the 149.75 acres because the rest of the land is in the flood zone. She is also asking to remove the conditions on the property that were set in place in 2004. She stated that the entire property would not be used, 74.79 would be what is to be rezoned. The residential area would be 30% open space with 50 ft. right of way. The proposed development is intended to complement the existing rural-residential character of the area through the use of attractive landscaping, coordinated fencing, and cohesive entry signage along the roadway frontage.

The planned amenities include pickleball courts, a pavilion and passive recreational areas designed to enhance the community's overall appeal. There will also be a mandatory HOA which will be established to maintain common areas, including open space and amenities.

The development plan includes 50 residential lots. The proposed density is approximately 0.66 units per acre which is below the currently permitted density of one unit per acre under existing R-1 zoning, as well as the density permitted under the requested OSC classification. Lot sizes will range from approximately 0.66 acres to 1.4 acres, offering a variety of options for prospective homeowners while respecting the natural topography of the site.

The proposed development is consistent with the 2022 Walton County Future Land Use Plan, which designates the property within the suburban character area – an area intended to accommodate neighborhood-scale residential development.

There would be minimal size lots. They would have 50 lots which if they did not rezone and wanted to develop the property as is, they could develop up to 72 lots.

The zoning in 2004 stated that all dwellings shall have brick, stone, stucco or wood on a minimum of 3 sides with the balance of the home being constructed of concrete type siding. No vinyl siding. All dwellings shall have side entry double car garages and rear entry garages will also be permitted.

They would like to start with a clean slate with the R1-OSC zoning. They would like the conditions from the 2004 rezone to be removed.

Transitional buffers of 50 ft will be provided along adjoining property lines, and a 100 ft. non-buildable buffer will be established along the road frontage including a 25 ft. landscape strip.

The houses will have a minimum of 1,800 sq. ft. and will feature fiber cement siding with accents of stone and brick to ensure architectural quality and durability. The proposed home size and construction materials differ from the conditions under the original 2004 R1GS zoning.

Robert Post asked if the houses would be on slabs or have basements and what would be the price range and Ms. Gray stated there would be about 16 or 17 with a basement and the prices would range from \$400,000 to \$500,000.

Tim Hinton said that he was able to ride by the property and said the whole frontage is wooded and would like to leave those trees undisturbed.

Mr. Daniel Johnson, who owns Baldpates General Contracting, LLC, stated that they are not going to cut the trees and that they are going to have a 100' strip. Tim Hinton asked Mr. Johnson was he was going to be the Developer and Mr. Johnson stated that he was not sure yet.

Mr. Hinton stated that he would like each lot to have at least 1 nut bearing tree and Mr. Johnson stated that he would be okay with that.

Speaking: Kevin Barrelle who lives at 1550 Ammons Bridge Road stated that he isn't necessarily opposed to this plan but has some questions. He said when he bought his home, he knew what the zoning on his property was. He is requesting there be a 100' buffer on each side and leave the trees there. He asked if the pictures of the homes being presented were the exact homes and can it be conditioned that they build these exact homes. Mr. Hinton stated that they could not make that a condition because pictures that are presented or usually a rendition of the type of homes that they would be building. He also asked can they make the houses to be 2,000 sq. feet or larger.

Tim McGuirk, who lives at 1320 Ammons Bridge Road stated that he is to the left of the property and stated that his biggest concern was that if a walking trail goes right in front of his property, he is worried about people walking on his property. He then asked if there was something they could do to prevent people from walking on his property.

Tim Hinton said there is no ordinance requiring this and most people when they buy a house will fence in the back yard for kids or pets and if someone walks on their property then that is trespassing and there is no guarantee from us that people won't trespass.

Rebuttal: Andrea Gray stated that the pictures of the houses presented are not the exact homes but will be similar and they will have a brick and stone water table. She stated that in the Walton County Ordinance the minimum house size is 1,800 sq. ft. and her client is okay about going up to 2,000 sq. ft. on the houses. She stated that there will be a 50' buffer surrounding the property which in 2004 had smaller buffers and her client is not willing to do a 100' buffer because he is already doing 30% open space and does intend to put a fence around the property. They would like the side entry garages removed because it will be hard to do that on the smaller lots. She said that there will be a water table on both sides of the house and the houses will be a minimum of 2,000 sq. ft. house with 1 nut bearing tree per lot and a 50' buffer.

Recommendation: Tim Hinton made a motion to recommend approval with the following conditions: 1) Remove previous zoning conditions; 2) One nut bearing tree on each lot; 3) Stone and Brick water table on 3 sides; 4) Landscape and fence buffer at the entrance; 5) As many trees as possible to be left in the 50' buffer; 6) Houses to be no less than 2,000 sq. ft. above grade with a second by Robert Post. The Motion carried unanimously.

Request to Rezone 74.79 acres from R1 to R1OSC for a residential development

Property: 74.79 acres on Ammons
Bridge Road, Parcel C0990010

Applicant: Baldpates General
Contracting, LLC

Applicant's Agent: Andrea P. Gray, LLC



Rezone Application # Z26-0096 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 05-07-2026 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 06-07-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0990010 (a portion of)

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Baldpates General Contracting, LLC
131 Main Street, Suite 2
Jersey, GA 30018

Jersey Partners Holdings, LLC
131 Main Street, Suite 2
Jersey, GA 30018

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

Location: **1360 Ammons Bridge Rd** Requested Zoning **R1-OSC** Acreage **74.79 acres**

Existing Use of Property: **Vacant, agriculture**

Existing Structures: **None**

The purpose of this rezone is to rezone 74.79 acres on Ammons Bridge Rd from R1 to R1 OSC to allow for a conservation-designed residential development with 50 lots, 30% open space, and an amenity area with pickleball courts and a gazebo. The density is .66 lots per acre which is below that allowed in R1 and R1OSC. The entry and road frontage will include an attractive entrance, a 25-foot landscape buffer and a split rail fence to blend the development with the surrounding area.

Applicant also requests that all prior zoning conditions be removed.

Property is serviced by the following:

Public Water: Provider: City of Monroe Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

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

Signature [Signature] Date 4/11/26 Fee Paid \$ 1,200.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

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

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

I hereby withdraw the above application _____ Date _____

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Date: 4/11/26 Tax Map and Parcel Number(s): a portion of C0990010

PROPERTY ADDRESS: 1360 Ammons Bridge Road
Monroe, Georgia 30655

PROPERTY OWNERS: Jersey Partners Holdings, LLC
131 Main Street, Suite 2
Jersey, Georgia 30018

Check one of the following:

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

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

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

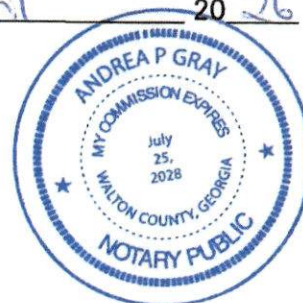
Describe in detail any gifts listed above (example: quantity and nature, etc.):

Jersey Partners Holdings, LLC

DPH
By:

Sworn to and subscribed before me this 1st Day of April 2026

cdw
NOTARY PUBLIC



Disclosure of Campaign Contributions

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

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

_____ yes P no

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

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

This disclosure must be filed when the application is submitted.

DPB

 Signature of Applicant/Date

Check one: Owner ✓ Agent _____

AGENT AUTHORIZATION

Date: 4/1/26 Tax Map and Parcel Number(s): a portion of C0990010

PROPERTY ADDRESS: 1360 Ammons Bridge Road
Monroe, Georgia 30655

PROPERTY OWNERS: Jersey Partners Holdings, LLC
131 Main Street, Suite 2
Jersey, Georgia 30018

APPLICANT: Baldpates General Contracting, LLC
131 Main Street, Suite 2
Jersey, Georgia 30018

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

ACTION: Rezone 74.79 acres from R1 to R1OSC for residential development

The undersigned states under oath that it is the owner of the property and hereby authorizes Applicant through its Attorney/Agent to submit, execute and prepare any and all documents relating to or speak on its behalf regarding the request for a zoning of the property referenced herein.

ATTORNEY/AGENT

[Signature]
BY: Andrea Gray

Sworn to and subscribed before me this 1st Day of April 20 26

[Signature]
NOTARY PUBLIC *my commission expires 08/05/28*



{signatures continue on following page}

APPLICANT: Baldpates General Contracting, LLC

[Signature]
BY:

Sworn to and subscribed before me this 1st Day of April 2026

[Signature]
NOTARY PUBLIC

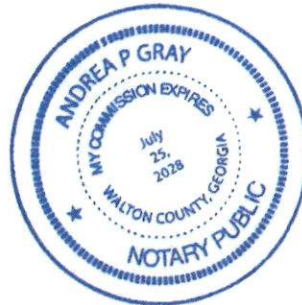


OWNER: Jersey Partners Holdings, LLC

[Signature]

Sworn to and subscribed before me this 1st Day of April 2026

[Signature]
NOTARY PUBLIC



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: Baldpates General Contracting, LLC

Address: 131 Main Street, Jersey, GA 30018

Location of Property: 1360 Ammons Bridge Rd
Monroe, GA 30655

Map/Parcel Number: C0990010

Current Zoning: R1 Requested Zoning: R1 OSC

D. P. Gray
Property Owner Signature

Property Owner Signature

Print Name: Daniel Johnson

Print Name: _____

Address: 131 Main St, Jersey, Ga

Address: _____

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.

ADW
Notary Public

4/11/26
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;

The Property is currently zoned R1 for a residential development. Applicant is requesting a R1OSC zoning to concentrate open space and add variety to lot sizes. Properties adjoining the Property are zoned A1 and include large-lot residential properties and farms. Other R1 properties are located a short distance down Ammons Bridge Road. The requested zoning is consistent with the 2022 Future Land Use Plan.

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

The property was zoned R1 in 2004 with conditions that are not workable as demonstrated by the fact that no developer has been willing to proceed with the 2004 layout and conditions in 22 years. The restrictions on house size and construction materials do not fit the aesthetic or price point demands of today's homebuyers who prefer a "farmhouse" or "craftsman" style. The 2004 layout also ignores protection of the lake and stream, has no amenities, and includes 72 homes on +/- 70 acres (20 more homes than proposed by applicant).

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 health, safety, morals and general welfare of the public is not negatively impacted by the requested rezoning as the Property is already zoned for residential development and for a higher density than that being requested by applicant. The existing zoning limits the ability to properly preserve natural areas on the site and the ability to offer variations in lot sizes. It also does not include any of the enhanced landscape or fence features along the road frontage.

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

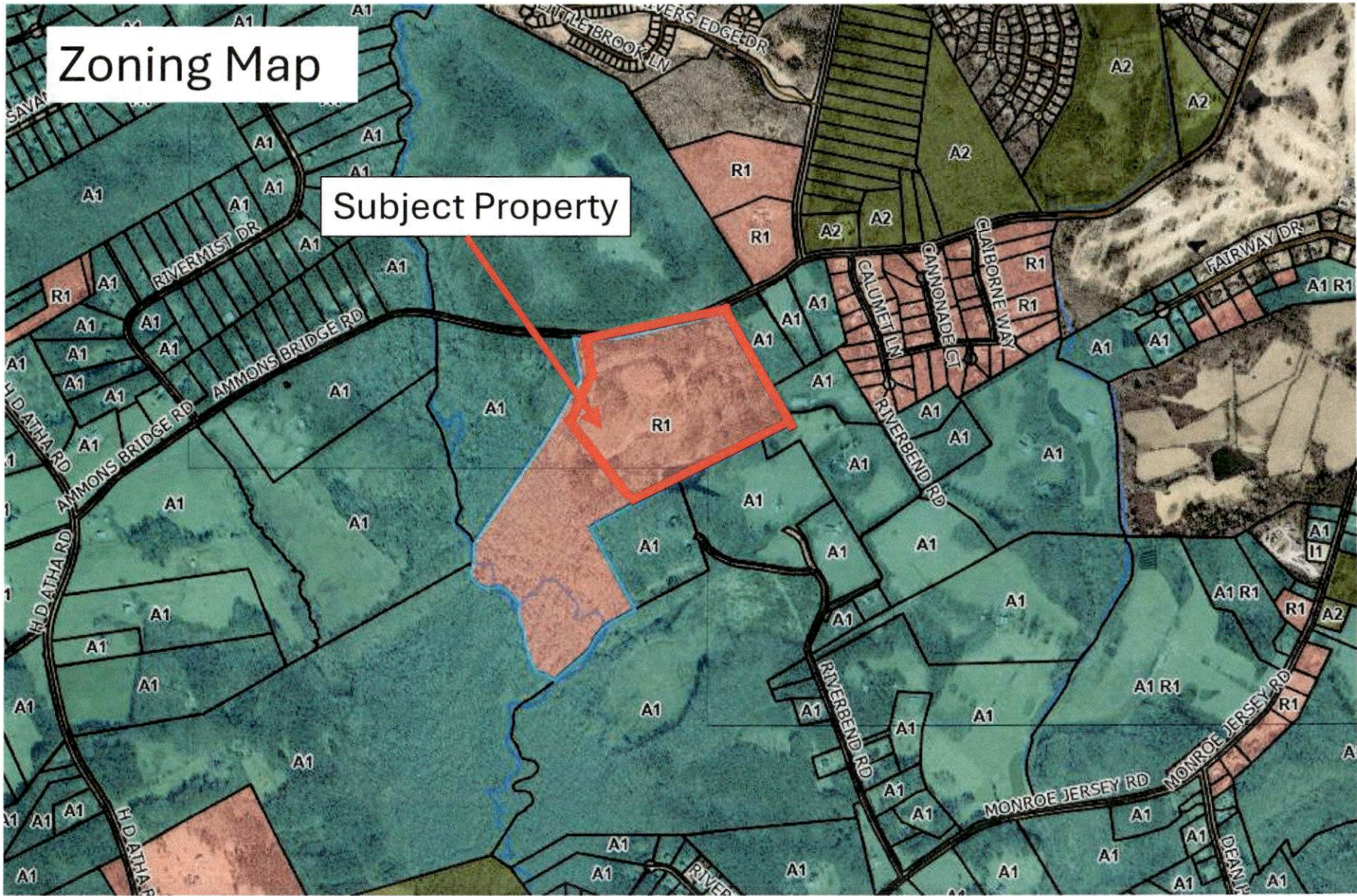
The development will provide additional housing options for the public and enhance the aesthetics of the road frontage. It will also better preserve the open space and natural areas on the site. The development is consistent with the Future Land Use Plan. The attributes of the homes and lots are consistent with current day preferences.

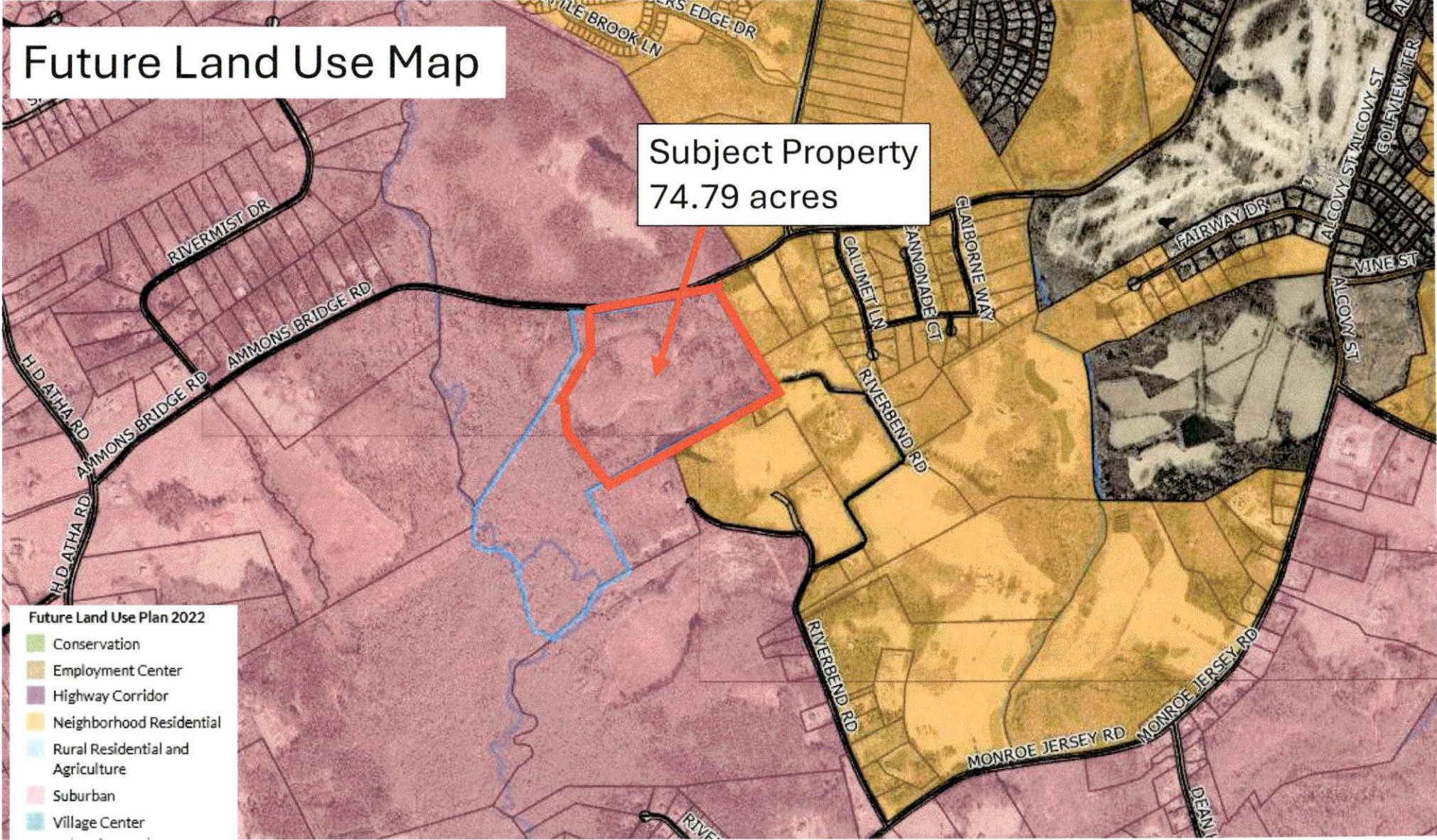
5. The suitability of the subject property for the zoned purposes; and

The Property is suitable as a residential property, but a conservation overlay will allow for preservation of more natural features on site and provide variation in lot sizes. The lake and stream features make this property uniquely suitable for the conservation overlay and the site plan proposed makes these features common areas that will be jointly maintained. The current R1 zoning site plan makes the natural features part of individual lots.

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 is vacant. It was rezoned in 2004 as R1 and over the past 22 years no developer has moved forward with the plans in part due to the zoning conditions.







Andrea P. Gray LLC

Attorney at Law

April 2, 2026

Kristi Parr, Director
Walton County Planning Department
126 Court Street
Monroe, Georgia 30655

Re: Applicant: Baldpates General Contracting, LLC
Owner: Jersey Partners Holdings, LLC
Property: 1360 Ammons Bridge Road, Monroe GA 30655
Tax Parcel: a portion of C0990010
Request to zone 74.79 acres from R1 to R1 OSC and remove all prior zoning conditions

Dear Ms. Parr:

Baldpates General Contracting, LLC (the “Applicant”), a local company, proposes the development of Ammons Bridge, a conservation-oriented residential neighborhood. The project encompasses approximately 74.79 acres, constituting a portion of Tax Parcel C0990010 located at 1360 Ammons Bridge Road in Monroe, Georgia (the “Property”). While the Property is currently zoned R-1 for residential use, the Applicant seeks to rezone to R-1 OSC and to remove prior zoning conditions in order to implement a design that increases and consolidates open space while creating more efficient and thoughtfully arranged lot sizes. The proposed development is intended to complement the existing rural-residential character of the area through the use of attractive landscaping, coordinated fencing, and cohesive entry signage along the roadway frontage.

The development plan includes 50 residential lots, with approximately 30% of the Property (22.54 acres) dedicated to preserved open space. Planned amenities include pickleball courts, a pavilion, and passive recreational areas designed to enhance the community’s overall appeal. The proposed density is approximately 0.66 units per acre, which is below the currently permitted density of one unit per acre under existing R-1 zoning, as well as the density permitted under the requested R-1 OSC classification. Lot sizes will range from approximately 0.66 acres to 1.4 acres, offering a variety of options for prospective homeowners while respecting the natural topography of the site.

The proposed development is consistent with the 2022 Walton County Future Land Use Plan, which designates the Property within the Suburban Character Area—an area intended to accommodate neighborhood-scale residential development. Ammons Bridge is compatible with the surrounding land uses, which consist of a mix of residential subdivisions and agricultural properties, and is located in proximity to the Monroe Golf and Country Club and less than one



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

mile from the Monroe city limits. The site is particularly well-suited for a conservation-focused community that offers a semi-rural setting with convenient access to nearby urban amenities.

The site design incorporates substantial buffers to protect adjacent properties, preserve natural resources, and maintain the visual character along Ammons Bridge Road. Transitional buffers of 50 feet are provided along adjoining property lines, and a 100-foot non-buildable buffer is established along the road frontage, including a 25-foot landscaped strip. Existing natural features, including a stream and pond, will be protected by 50-foot vegetative buffers and a 75-foot impervious surface setback. The preserved open space is strategically concentrated around these environmental features to enhance both conservation value and community aesthetics.

Ammons Bridge is designed to be an attractive and well-integrated development that enhances the surrounding area. From the roadway, the entrance will feature upgraded signage and a split-rail fence extending along the frontage. Internally, the development will include sidewalks, streetlights, five cul-de-sacs, sodded front yards, and varied lot configurations. Community amenities will include a pickleball court, pavilion, and walking path, all oriented to take advantage of scenic water views. While there will be no direct lake access, the visual presence of the water will contribute to the overall aesthetic quality of the neighborhood.

Homes within the development will have a minimum of 1,800 square feet and will feature fiber cement siding with accents of stone and brick to ensure architectural quality and durability. The proposed home size and construction materials differ from the conditions under the original 2004 R1 zoning. The 2004 conditions including four or three sided brick, side entry garages, and 2,000 sf minimums are partially responsible for the development not moving forward for 22 years. Applicant's proposed homes maintain the high-quality standard intended in the original zoning but are more consistent with current market demands and consumer preferences for farmhouse and craftsman styles rather than all brick. The development will be protected by a homeowners' association which will be established to maintain common areas, including open space and amenities. Representative elevations and entry feature renderings are included with the application materials.

The Applicant respectfully requests approval to rezone the Property from R-1 to R-1 OSC and to remove all prior zoning conditions to facilitate the development of a thoughtfully planned, conservation-oriented residential community.

Please let me know if you have any questions.

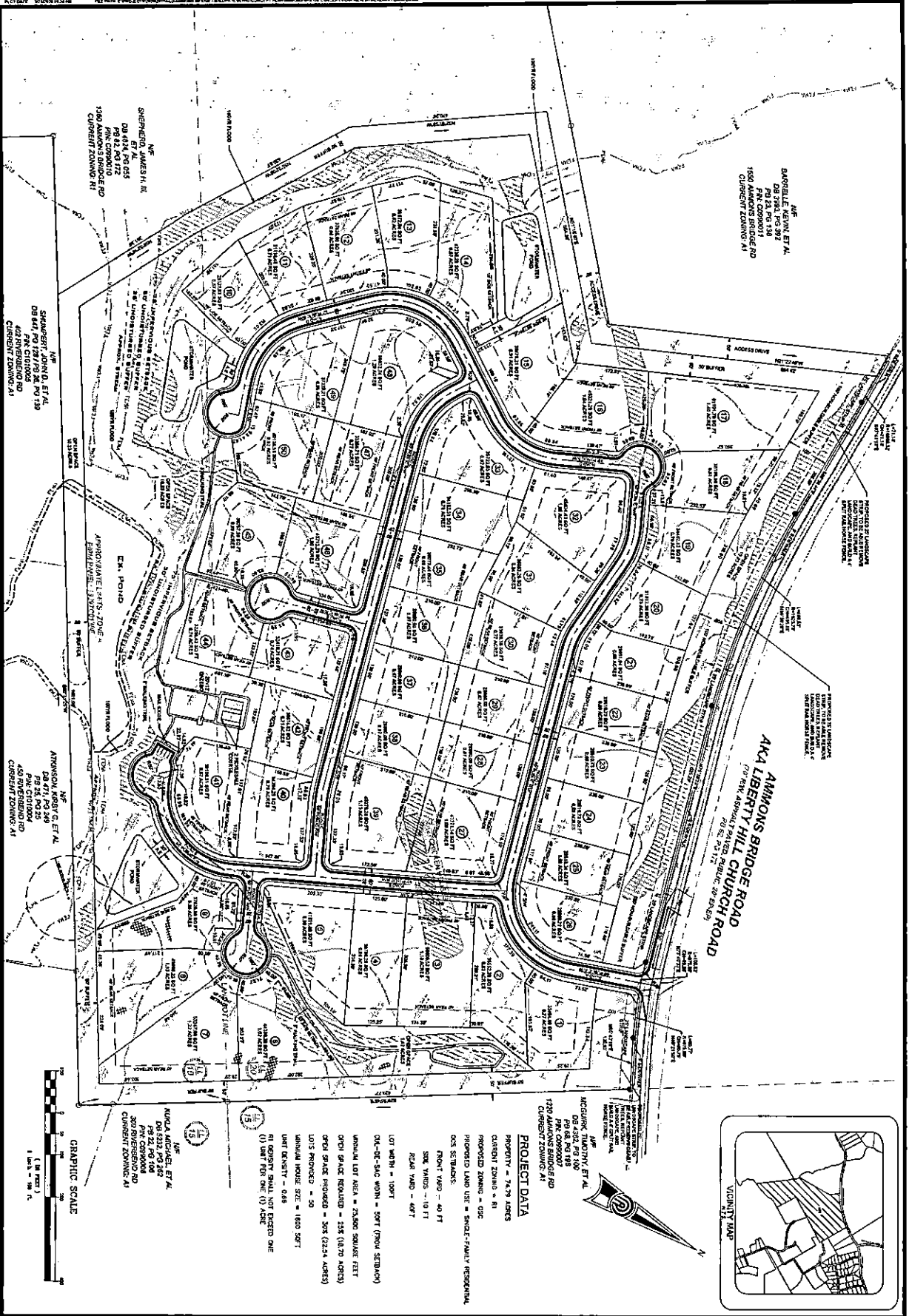
Sincerely,



Andrea Gray
Applicant's Representative



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



<p>C1</p>	<p>DATE: 3/23/2025</p>	<p>NO. DESCRIPTION</p>
	<p>3/23/2025</p>	<p>REZONE CONCEPT PLAN</p>
<p>REZONE CONCEPT PLAN</p>		
<p>SHEET TITLE</p>		
<p>DESIGNER: ZJD</p>	<p>DRAWN: ZJD</p>	<p>CHECKED: JM</p>
<p>AMMONS BRIDGE</p>		
<p>Land Lot 18TH & 20TH, District 4TH, Parcel C0990010 1360 AMMONS BRIDGE RD YALTON, GA 30656</p>		
<p>PRECISION Planning Inc. planners • engineers • architects • surveyors 400 Pils Boulevard Lawrenceville, Ga 30046 770.338.8000 • www.ppiusa</p>		
<p>STAMP</p>		



<p>DATE: 3/21/2016</p> <p>PROJECT NO: R25-154</p> <p>SHEET: C1</p>	<p>NO. DESCRIPTION</p>	<p>REZONE CONCEPT PLAN</p>	<p>AMMONS BRIDGE</p> <p>Land Lot 19TH & 20TH, District 4TH, Parcel C2868010</p> <p>1360 AMMONS BRIDGE RD WALTON, GA 30656</p>	<p>PRECISION Planning Inc.</p> <p>planners • engineers • architects • surveyors</p> <p>400 Pike Boulevard, Lawrenceville, Ga 30046 770.338.8000 • www.ppi.us</p>	<p>© 2016 PRECISION PLANNING INC. ALL RIGHTS RESERVED</p>
	<p>DATE: 3/21/2016</p> <p>PROJECT NO: R25-154</p> <p>SHEET: C1</p>	<p>DESIGNER: JLD</p> <p>DRAWN: JLD</p> <p>CHECKED: JM</p>	<p>SHEET TITLE</p>	<p>PROJECT DATA</p> <p>PROPERTY - 74.79 ACRES</p> <p>DENSITY ZONING - R1</p> <p>PROPOSED ZONING - OSR</p> <p>PROPOSED LAND USE - SINGLE-FAMILY RESIDENTIAL</p> <p>DOTS SETBACKS</p> <p>FRONT YARD - 40 FT</p> <p>SIDE YARDS - 10 FT</p> <p>REAR YARD - 10 FT</p> <p>LOT WIDTH - 100 FT</p> <p>DELT-DC - 5-AC WIDTH - 50 FT (FROM SETBACK)</p> <p>MINIMUM LOT AREA - 26,500 SQUARE FEET</p> <p>OPEN SPACE REQUIRED - 25% (18.20 ACRES)</p> <p>OPEN SPACE PROVIDED - 30% (22.24 ACRES)</p> <p>LOTS PROVIDED - 50</p> <p>MINIMUM HOUSE SIZE - 1800 SQFT</p> <p>UNIT DENSITY - 0.66</p> <p>R1 DENSITY SHALL NOT EXCEED ONE (1) UNIT PER ONE (1) ACRE</p>	<p>STAMP</p>



Andrea P. Gray LLC

Attorney at Law

March 31, 2026

Notice of Preservation of Constitutional Objections

Re: Applicant: Baldpates General Contracting, LLC
Owner: Jersey Partners Holdings, LLC
Property: 1360 Ammons Bridge Road, Monroe GA 30655
Tax Parcel: a portion of C0990010
Request to zone 74.79 acres from R1 to R1 OSC

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

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

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

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

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



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

The Madison







The Audrey

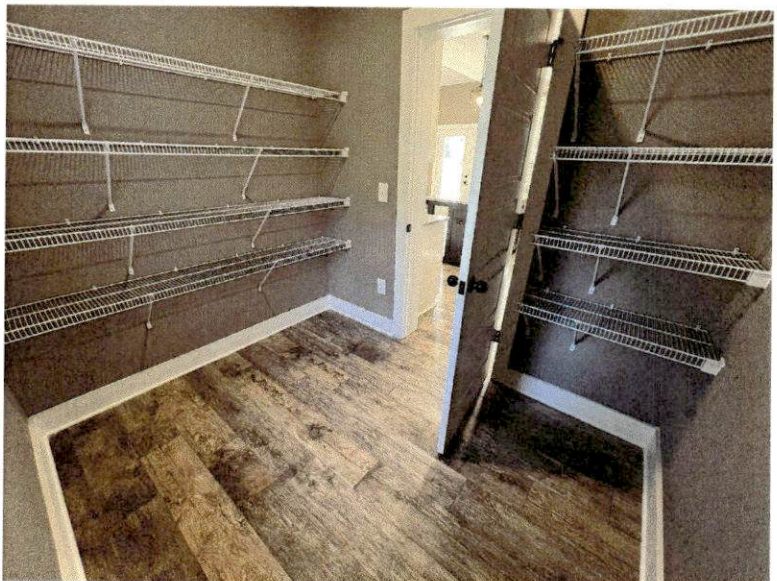


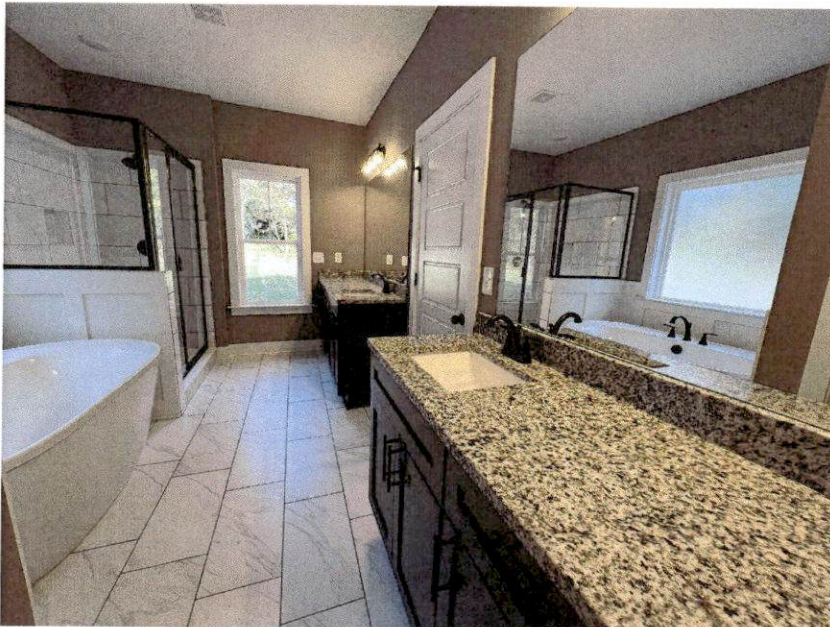
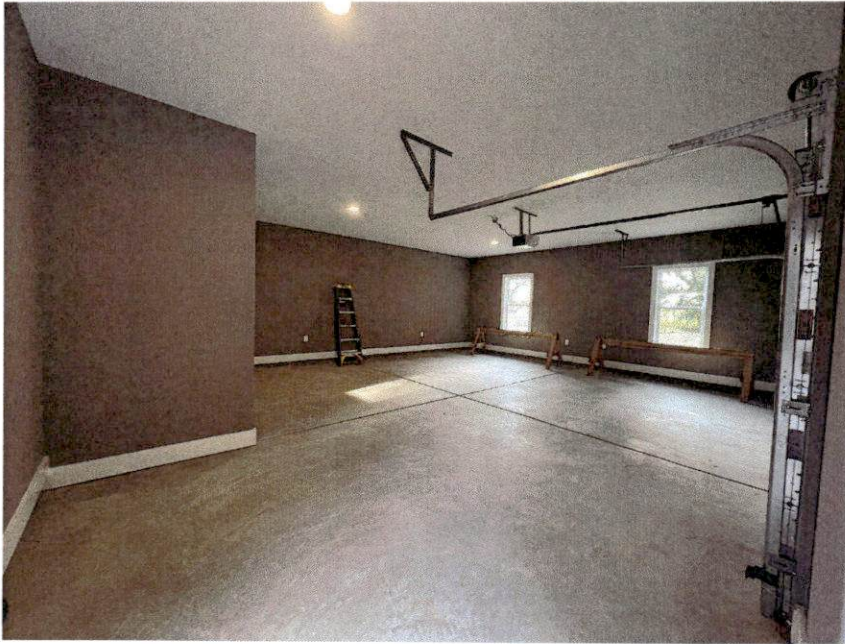




The Abby



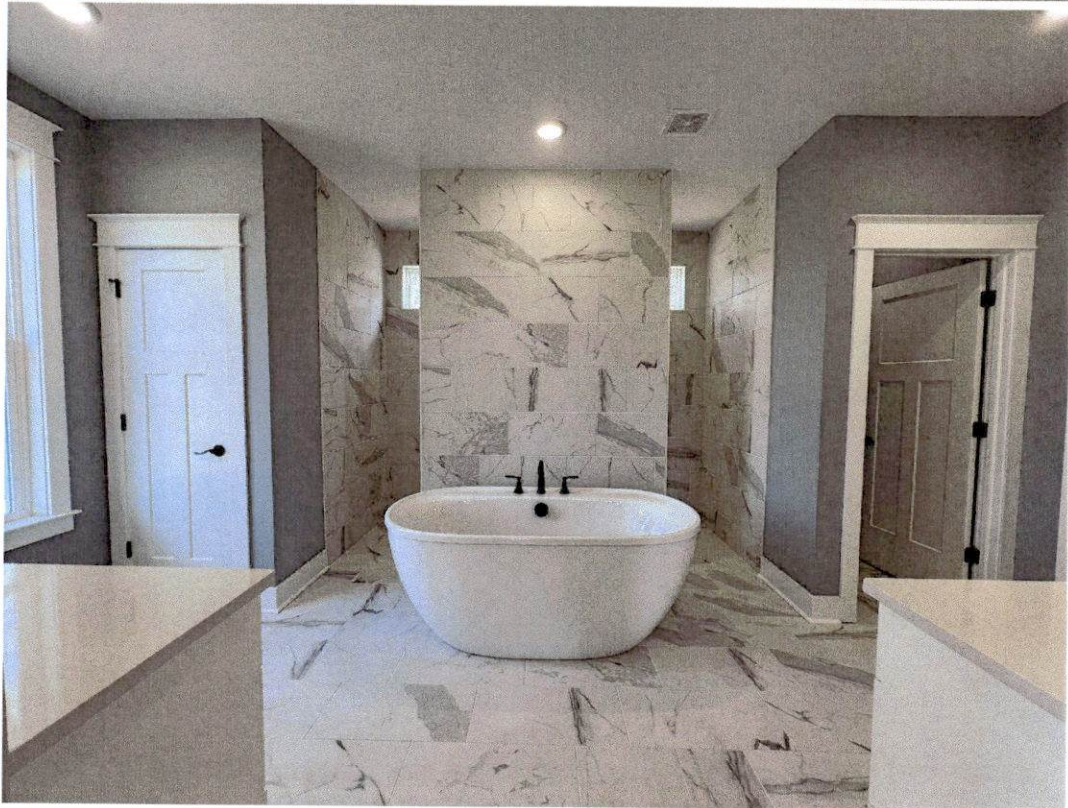
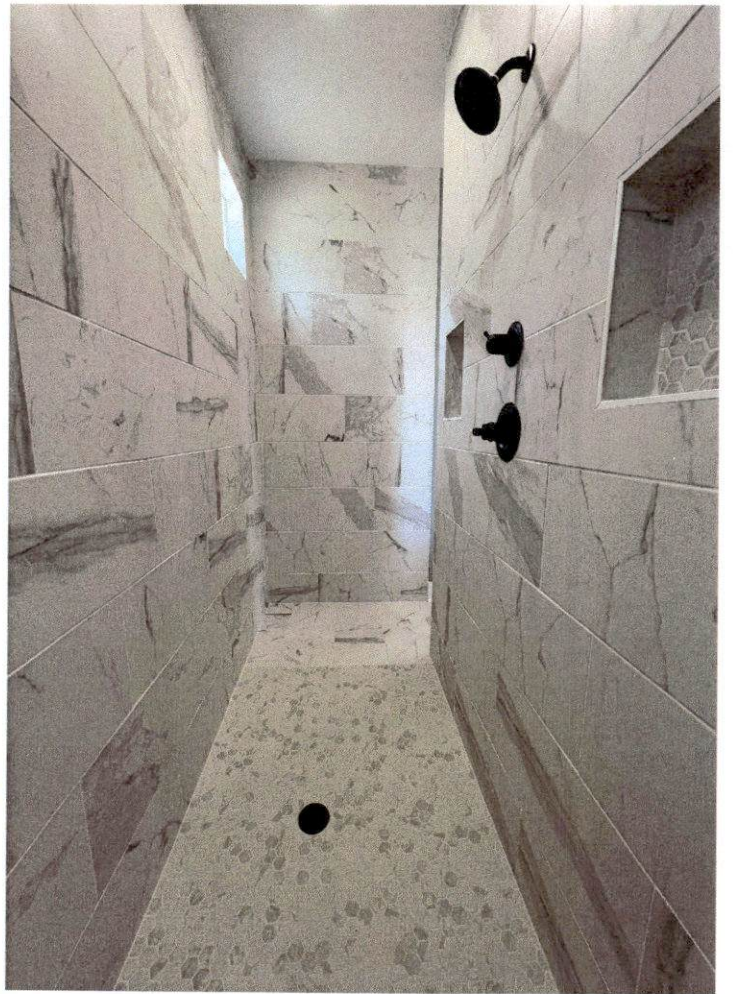




The Morgan (The Jersey)









AN ORDINANCE OF WALTON COUNTY, GEORGIA OA26-0094

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 04/06/2026

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 06/02/2026.

Amendment #1 – Utilities Article 10 – Part 10 - Section 10-2-190 - Add Utility Permit Fee and Correct Error in Verbiage

Amendment #2 – Overlay Zoning Districts Article 4 - Section 4-2-120 – Correct Error in Verbiage

Amendment #3 – Developments of Regional Impact Article 8 - Section 8-1-120 – Permits & Final Procedures – Update Development of Regional Impact Thresholds Table effective 12/15/2025

Amendment #4 – Appendices – Appendix C Section - C-130 - General Criteria for the Determination of Specimen of Trees or Strands of Trees – A. Specimen Tree – Delete specimen of tree language.

Amendment #5 – Article 8 - Section 8-1-240 - Performance and Maintenance Bonds – Add #3d. and change wording on #5.

Amendment #6 – Article 12 - Buffers, Landscaping, and Tree Protection- Part 12-2 Trees and Landscaping – Add Section 12-2-130 Tree Ordinance Table

Amendment #7 – Fee Schedule - Amend Fee Schedule that was approved 8/5/2025

Approved by the Walton County Board of Commissioners on this 2nd day of June, 2026.

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

Attest:

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

Charles Ferguson
County Attorney
Walton County, Georgia

PC ACTION 5/7/2026:

Presentation: Kristi Parr presented the 7 Amendments to the Ordinance. Tim Hinton stated that he wanted to do Amendment #6 at the end because he had questions. There was some discussion on Amendment #6 which was the Tree Ordinance Table. Tim Hinton advised that he wanted a condition that 1 nut bearing tree to be on each lot in The Tree Ordinance. Timothy Kemp made a motion to approve all the Amendments with a second by Tim Hinton. The motion carried unanimously.

OA26-0094						Amendments to WCLDO adopted 5-3-16
						as per ERRATA SHEET dated 06-02-2026
No.	Page	Article	Part	Section	Para.	Change
1		10	10	10-2-190		Add Permit Fee and correct verbiage - Utilities
2		4		4-2-120		Correct verbiage - Overly Zoning Districts
3		8		8-1-120		Update Development of Regional Impact Threshold Table
4		C		C-130		Delete specimen of tree language
5		8		8-1-240		Performance & Maintenance Bonds -Add & Change Wording
6		12	12-2	12-2-130		Add Tree Ordinance Table
7						Amend Fee Schedule dated 8/5/2025

Amendment #1 – Add Utility Permit fee and Correct Error in Verbiage.

Article 10 - Part 10-2 Utilities

Section 10-2-190 Utility Permit Requirements

- A. Any public or private utility proposing to construct, improve, relocate, repair, maintain or alter and utility system within any public right-of-way of Walton County, shall first complete and submit a Utility Permit Application for such activities to the Walton County Planning and Development Department for review and approval.
- B. The payment of all applicable Utility Permit fees, as currently established by the Board of Commissioners, shall be paid upon submission of any application, to cover review and inspection costs related to the proposed activities.
- C. The applicant shall provide all information requested on the application, and attach permit drawings no larger than eleven by seventeen inches (11" x 17"), which adequately depict the nature of the proposed activities, including at a minimum the following information:
- Name and address of applicant
 - State Highway-~~of~~ or County Road name and number
 - Description of proposed utility work (including size, type and length)
 - Location of activities with reference to nearest intersections or landmarks
 - Signature and date of authorized utility representatives
 - Construction drawings (~~minimum three (3) copies~~) Submitted electronically with application
 - Roadway dimensions including right-of-way and pavement width
 - Distance from edge of pavement, back of curb, and/or right-of-way
 - Depth of cover
 - Size, method and repair of pavement cuts (if approved)
 - Method of installation
 - Detailed reasoning for any variations of installing utilities in locations other than the back five (5) feet of the right-of-way
 - Locations of manholes, poles, pedestals, or other above ground appurtenances (include distance ~~from~~ from edge of pavement and/or right-of-way)
 - Location and depth of bore pits
 - Location of material and equipment storage areas
 - Vertical clearance for overhead installations
 - Indicate all facilities that are proposed to be removed or abandoned
 - Location map showing the location of all proposed activities
 - Traffic control plan
- D. Utility installation, repair and maintenance shall be performed in accordance with the following general standards:

1. All utilities shall be installed within the back five (5) feet of any public right-of-way, unless otherwise approved by the County
2. All fire hydrants, poles, pedestals, manholes and other appurtenances shall be installed at property corners where possible
3. No pavement cuts shall be permitted without the prior approval of Walton County. All pavement cuts shall be repaired within twenty-four (24) hours, in accordance with the Standard Construction Details.
4. No trench or bore pit shall be located closer than ten (10) feet from the edge of pavement, or at a distance of one (1) horizontal foot for each vertical feet of depth, whichever is greater.
5. All jack and bore road crossings shall be installed with a welded steel casing for a distance of ten (10) feet on either side of the traveled surface, in accordance with Georgia DOT Standards.
6. No utility installation shall be permitted in any drainage channel or ditch maintained by the County unless approved by the Director. Where utility installation disturbs any established drainage ditch or channel, the contractor or utility company shall install geotextile matting for the full length of such disturbance to ensure proper stabilization.
7. It shall be the Contractor or Utility Company's responsibility to provide, install and maintain all required traffic control measures during the course of construction, in accordance with Georgia DOT and MUTCD Regulations.
8. If at any time during the course of utility construction, repair or maintenance, it is determined that the Contractor or Utility Company is in violation of any part of these Regulations, the County Inspector shall issues a Stop Work Order to cease and desist all operations until the project is brought into substantial compliance and further work is approved by the County.
9. All abandoned facilities must be removed by the Utility Company, if requested by Walton County.
10. A permit fee will be charged for each utility permit.

Amendment #2 – Correct Error in Verbiage.

Article 4 - Part 4-2 Overlay Zoning Districts

Section 4-2-120

B – General Design Standards

6. Minimum Development Standards For Residential Lots

d. Rear yard: delete (~~ing~~) Forty (40) feet for interior lots.

Amendment #3

Article 8 – Permits & Final Plat Procedures

Part 8-1 Subdivision & Development Procedures

Section 8-1-120 Developments of Regional Impact

Table As Adopted 11/20/2025; Effective 12/15/2025- Thresholds Table. See ARC threshold table.

Developments of Regional Impact Development Thresholds	
Type of Development	Metropolitan Tier
(1) Airports	All new airports, runways, and runway extensions
(2) Attractions & Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000
(3) Commercial	Greater than 300,000 gross square feet or is anticipated to generate more than 10,000 trips per day
(4) Correctional/ Detention Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
(5) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
(6) Hotels	Greater than 400 rooms
(7) Housing	Greater than 400 new lots or units
(8) Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres
(9) Intermodal Terminals	New Facilities
(10) Mixed Use	Gross square feet greater than 400,00 (with residential units calculated at either 1,800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
(11) Office	Greater than 400,00 gross square feet
(12) Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,00 barrels
(13) Post-Secondary School	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity
(14) Quarries, Asphalt & Cement Plants	New facility or expansion of existing facility by more than 50 percent
(15) Solar Power	300 acres or more

Generation Facility	
(16) Technological Facility (Including Data Centers)	Greater than 500,000 gross square feet; or covering more than 200 acres
(17) Truck Stops	A new facility with the capacity to fuel 10 or more trucks simultaneously; and, either one acre of truck parking or 20 truck parking spaces
(18) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more
(19) Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein
(20) Water Supply Intakes/Public Wells/Reservoirs/Treatment Facilities	New Facilities
(21) Wholesale Distribution	Greater than 500,000 gross square feet
(22) Any other Development types (includes parking facilities)	1,000 parking spaces or, if available, more than 5,000 trips generated

Amendment #4

APPENDICES

Appendix C Vegetation Protection and Replacement Administrative Guidelines

Section C-130 General Criteria for the Determination of Specimen Trees or Strands of Trees

A. Specimen Tree

1. Any tree in fair or better condition which equals or exceeds the following diameter sizes:
 - a. Large hardwoods (~~e.g., oaks, hickories, yellow poplars, sweet gums, etc.~~) 30-inch dbh.
 - b. Large softwood (~~e.g., pines, deodar cedars, etc.~~) 36-inch dbh.
 - c. Small trees (~~e.g., dogwoods, redbuds, sourwoods, etc.~~) 12-inch dbh.

A list has been completed to provide guidance on species suitability for parking lots, vegetative screening, natural areas, utility corridors, and facade plantings, along with notes on soil moisture tolerance, growth rate, drought tolerance, and whether each space is native to Georgia. See chart Article 12 Part 12-2 Section 12-2-130 effective 6/2/2026.

Amendment #5

Article 8 – Permits and Final Plat Procedures

Section 8-1-240 Performance and Maintenance Bonds

Add:

3.

d. Performance Bonds are permitted for developers to have the option to top out residential or commercial subdivision streets or to submit a Performance Cash Bond to allow for topping out once 80% of the houses or buildings on a street have been built or prior to the end of the maintenance period or 18 months, whichever occurs first.

B. Performance Surety

5. Period

Performance surety shall be for a period of ~~one (1) year~~ eighteen months from recording of the final plat.

Amendment #6

Article 12 Buffers, Landscaping, and Tree Protection

Part 12-2 Trees and Landscaping

Section 12-2-130 Tree Ordinance Table

Provides guidance on species suitability for parking lots, vegetative screening, natural areas, utility corridors, and façade plantings, along with notes on soil moisture tolerance, growth rate, drought tolerance, and whether each species is native to Georgia.

Selecting plant material that supports long-term landscape health, reduces maintenance burden, and aligns with best management practices for sustainable development for Walton County’s soils, climate & environmental conditions.

***AS OF THE DATE OF THIS ORDINANCE MAY, 2026, THERE SHALL BE ONE NUTBEARING TREE PLANTED ON EACH RESIDENTIAL LOT.

RECOMMENDED USES	
Parking Lots Vegetative Screening Conservation and Natural Areas Utility Corridors Plazas and Façade Plantings	The site situation where the tree should be planted and/or conserved: 0 = Avoid; Not Suitable Blank = May or May Not be Suitable x = Good Choice XX = Excellent Choice

ENVIRONMENTAL CHARACTERISTICS AND TOLERANCES	
Soil Moisture	<p>The typical soil moisture conditions for the species in its native habitat.</p> <p>H= Hydric: wet and may become occasionally flooded for short periods M= Mesic: moist but moderately well to well drained X= Xeric: dry and very well drained</p>
Growth Rate	<p>Typical rate of growth under urban conditions.</p> <p>S= Slow: 1/2 to 1-1/2 feet per year M= Moderate: 1-1/2 to 2-1/2 F= Fast: 2-1/2 to 3+ feet per year</p>
Average Life Span	<p>The average life span (useful service life) of the species when growing under average urban conditions. A plant is at the end of its useful service life when its risk of failure becomes unacceptable and cannot be improved or when the plant is no longer an asset due to its appearance or condition.</p> <p>S= Short: less than 25 years of useful service life. M= Moderate: 25-40 years of useful service life. L= Large: 50 years of greater useful service life</p>
Urban Tolerant Tree	<p>Based upon other characteristics and tolerances to urban conditions; and "X" indicates the species is suitable for planting under "tough" urban conditions.</p>
Drought Tolerance	<p>Tolerance of the species to infrequent rain, low soil moisture, full sun, and high temperatures</p> <p>Low = Not tolerant to drought conditions Moderate = Tolerant to mild drought conditions; moderately tolerant to severe drought conditions High = Very tolerant to mild to severe and prolonged drought condition</p>
Native Plant	<p>Indicates whether or not the plant is found naturally growing in the Walton County area</p> <p>Y = Yes N = No</p>

A. The Tree Ordinance Table listed below shows appropriate species of trees.

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Overstory Deciduous Trees												
Ash, green	<i>Fraxinus pennsylvanica</i>	x	0	XX	0	x	H	F	M	X	H	Y
Ash, white	<i>Fraxinus americana</i>	x	0	XX	0	x	M	M	M	X	L	Y
Ash, velvet	<i>Fraxinus velutina</i>		0	0	0		X	F	S		H	N
Basswood, American (Linden)	<i>Tilia americana</i>	XX	0	XX	0	x	M	F	M	X	L	Y
Basswood, Carolina	<i>Tilia caroliniana</i>		0	x	0	x	X	M	L		L	Y
Basswood, white	<i>Tilia heterophylla</i>		0	XX	0	x	H	M	M		L	N
Beech, American	<i>Fagus grandifolia</i>	XX	0	XX	0		M	S	L		L	Y
Birch, river	<i>Betula nigra</i>	x	0	x	0	XX	M	F	M	X	L	Y
Birch, yellow	<i>Betula alleghaniensis</i>		0	x	0		M	F	L		M	Y
Blackgum	<i>Nyssa sylvatica</i>	XX	0	x	0	x	M	S	M	X	M	Y
Boxelder	<i>Acer negundo</i>	XX	0	x	0		M	F	S	X	M	Y
Buckeye, Ohio	<i>Aesculus glabra</i>		0	x	0		M	M	L		M	N

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Buckeye, red horsechestnut	<i>Aesculus x carnea</i>		0	0	0		X	M	M		H	N
Buckeye, yellow	<i>Aesculus octandra</i>		0	x	0		H	M	L		L	N
Cherry, black	<i>Prunus serotina</i>		0	x	0		M	M	S		M	Y
Chestnut, Chinese	<i>Castanea mollissima</i>		0	0	0		M	S	S	X	L	N
Coffee tree, Kentucky	<i>Gymnocladus dioicus</i>	XX	0	0	0	x	H	S	M	X	M	Y
Cypress, bald	<i>Taxodium distichum</i>	x	0	0	0	x	H	F	L	X	L	Y
Cypress, pond	<i>Taxodium ascendens</i>		0	0	0		H	S	L		L	N
Elm, American	<i>Ulmus americana</i>	x	0	x	0	x	M	M	L	X	H	Y
Elm, cedar	<i>Ulmus crassifolia</i>	XX	0	0	0		M	F		X	H	N
Elm, lace bark	<i>Ulmus parvifolia</i>	XX	0	0	0	XX	M	M	M	X	H	N
Elm, September	<i>Ulmus serotina</i>		0	x	0		M	F	S		M	N
Elm, slippery	<i>Ulmus rubra</i>		0	x	0		M	F	M		M	Y
Elm, Siberian	<i>Ulmus pumila</i>	XX	0	0	0	XX	X	F	S	X	H	N
Elm, winged	<i>Ulmus alata</i>	XX	0	x	0		M	M	M	X	H	Y

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Ginko (male only)	<i>Ginkgo biloba</i>	x	0	0	0	XX	M	S	L	X	H	N
Hackberry, common	<i>Celtis occidentalis</i>	x	0	x	0	x	M	S	M	X	H	Y
Hackberry, sugar	<i>Celtis laevigata</i>	XX	0	x	0	XX	H	F	M	X	L	Y
Hickery, bitternut	<i>Carya cordiformis</i>	0	0	x	0	0	M	F	L		L	Y
Hickory, mockernut	<i>Carya tomentosa</i>	0	0	x	0	0	X	S	L		H	Y
Hickory, pignut	<i>Carya glabra</i>	0	0	x	0	0	M	S	L		H	Y
Hickory, shagbark	<i>Carya ovata</i>	0	0	x	0	0	M	S	L		M	Y
Hickory, southern shagbark	<i>Carya ovata var. australis</i>	0	0	x	0	0	M	S	L		M	Y
Katsura tree	<i>Cercidiphyuum japonicum</i>		0	0	0	x	M	F	L	X	L	N
Linden, littleleaf	<i>Tilia cordata</i>	XX	0	0	0	x	M	M	M	X	M	N
Linden, silver	<i>Tilia tomentosa</i>	XX	0	0	0	x	M	S	L		M	N
Locust, black	<i>Robinia pseudoacacia</i>	0	0	x	0	0	M	F	M	X	H	Y
Locust, honey	<i>Gleditsia triacanthos</i>	0	0	x	0	0	M	F	M	X	H	Y
Magnolia, cucumber	<i>Magnolia acuminata</i>	0	0	x	0		M	F	M		L	Y
Maple, red	<i>Acer rubrum</i>	XX	0	x	0	XX	M	F	L	X	L	Y

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Maple, silver	<i>Acer saccharinum</i>	0	0	x	0	0	M	F	S	X	H	Y
Maple, southern sugar	<i>Acer barbatum</i>	x	0	x	0	XX	M	M	M	X	H	Y
Maple, sugar	<i>Acer saccharum</i>		0	x	0		M	M	L		M	Y
Oak, black	<i>Quercus velutina</i>		0	x	0		X	M	L		H	Y
Oak, blackjack	<i>Quercus marilandica</i>	XX	0	XX	0		X	S	L	X	H	Y
Oak, bur	<i>Quercus macrocarpa</i>	XX	0	0	0		M	S	L	X	H	N
Oak, cherrybark	<i>Quercus falcata</i> var. <i>pagodifolia</i>		0	x	0		M	M	L		M	Y
Oak, chestnut	<i>Quercus prinus</i>	0	0	XX	0	0	X	M	L		M	Y
Oak, darlington	<i>Quercus hemisphaerica</i>		0	0	0		X	M	M		M	Y
Oak, durand	<i>Quercus durandii</i>		0		0		M	M	S		H	N
Oak, English	<i>Quercus robur</i>	XX	0	0	0		M	S	M	X	M	N
Oak, Georgia	<i>Quercus georgiana</i>		0	x	0		X	M	M		H	Y
Oak, laurel	<i>Quercus laurifolia</i>	XX	0	x	0		M	F	M	X	M	Y
Oak, northern red	<i>Quercus rubra</i>	XX	0	x	0		M	F	L	X	M	Y
Oak, nuttall	<i>Quercus nuttalli</i>	x	0	x	0		M	M	L		M	Y

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Oak, oglethorpe	<i>Quercus oglethorpensis</i>		0		0		H	S	M		M	Y
Oak, overcup	<i>Quercus lyrata</i>	XX	0	x	0		H	M	L	X	M	Y
Oak, pin	<i>Quercus palustris</i>	XX	0		0		M	M	M	X	M	Y
Oak, post	<i>Quercus stellata</i>	XX	0	x	0		X	M	L	X	H	Y
Oak, sawtooth	<i>Quercus acutissima</i>	XX	0	x	0		M	F	M	X	M	N
Oak, scarlet	<i>Quercus coccinea</i>	x	0	x	0	x	X	M	L	X	H	Y
Oak, shingle	<i>Quercus imbricaria</i>	XX	0	0	0		M	M	M	X	M	Y
Oak, shumard	<i>Quercus shumardi</i>	XX	0	x	0	XX	M	F	L	X	H	Y
Oak, southern red	<i>Quercus falcata</i>	x	0	x	0	x	M	M	L	X	H	Y
Oak, swamp chestnut	<i>Quercus michauxii</i>	0	0	x	0	0	M	M	L		M	Y
Oak, swamp white	<i>Quercus bicolor</i>	XX	0		0		M	M	L	X	M	N
Oak, turkey	<i>Quercus laevis</i>		0	0	0		M	F	S		H	Y
Oak, water	<i>Quercus nigra</i>	XX	0	XX	0		M	F	M	X	M	Y
Oak, white	<i>Quercus alba</i>	x	0	x	0		M	S	L		M	Y
Oak, willow	<i>Quercus phellos</i>	XX	0	x	0	XX	M	F	L	X	H	Y

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Pagoda tree, Japanese	<i>Sophora japonica</i>		0	0	0	x	H	F	S	X	M	N
Pecan	<i>Carya illinoensis</i>	0	0	x	0	0	M	S	M		L	Y
Persimmon, common	<i>Diospyros virginiana</i>	0	0	XX	0	0	M	M	S	X	H	Y
Planetree, London	<i>Platanus acerifolia</i>	0	0	0	0	x	M	F	M	X	H	N
Poplar, tulip	<i>Liriodendron tulipifera</i>	0	0	x	0		M	M	L		L	Y
Redwood, dawn	<i>Metasequoia glyptostroboides</i>	x	0	0	0		M	F	L	X	M	N
Sourwood	<i>Oxydendrum arboreum</i>		0	XX	0		M	M	S	X	M	Y
Sugarberry	<i>Celtis laevigata</i>		0	x	0		M	M	M		M	Y
Sweetgum	<i>Liquidamber styraciflua</i>	0	0	x	0	0	M	F	L	X	L	Y
Sweetgum, fruitless	<i>Liquidamber styraciflua 'Rotundiloba'</i>		0	x	0		M	M	M		L	Y
Sycamore	<i>Platanus occidentalis</i>	x	0	XX	0		M	F	M		M	Y
Tupelo, swamp	<i>Nyssa aquatica</i>		0	0	0		H	M	L		L	N
Walnut, black	<i>Juglans nigra</i>	0	0	XX	0	0	M	M	L		L	Y
Zelkova, Japanese	<i>Zelkova serrata</i>		0	0	0	x	M	M	M	X	H	N

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Understory Deciduous Trees												
Buckeye, red	<i>Aesculus pavia</i>		0	x	0		M	M	S	X	L	N
Buckthorn, Carolina	<i>Frangula caroliniana</i>		0	x	0		M	M	S		M	Y
Catalpa, southern	<i>Catalpa bignonioides</i>	0	0	x	0		M	F	L		M	Y
Chastetree	<i>Vitex agnus-castus</i>		0	0	x	x	X	M	S	X	H	N
Cherry, autumn	<i>Prunus subhirtella 'Autumnalis'</i>		0	0	0	x	X	F	L		M	N
Cherry, fire	<i>Prunus pensylvanica</i>		0	0	0	x	M	F	S		L	N
Cherry, Japanese flowering	<i>Prunus serrulata</i>		0	0	XX	x	M	F	S		L	N
Cherry, yoshino flowering	<i>Prunus x yedoensis</i>		0	0	XX	XX	M	F	S		L	N
Chinkapin, allegheny	<i>Castanea pumila</i>		0	x	x		X	S	S		H	Y
Chittamwood	<i>Bumelia lanuginosa</i>		0	0			M	M	S		H	N
Crabapple, Japanese flowering	<i>Malus floribunda</i>		0	0	XX	x	M	M	S		L	N
Crabapple, southern	<i>Malus angustifolia</i>		0	x	XX	x	M	M	S		L	Y

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Crabapple, sweet	<i>Malus coronaria</i>		0	x	XX	x	M	M	S		L	Y
Crepe myrtle	<i>Lagerstroemia species</i>		0	0	XX	XX	M	F	M	X	H	N
Devils walking stick	<i>Aralia spinosa</i>		0	x	0		H	M	M		L	Y
Dogwood, alternate leaf	<i>Cornus alternifolia</i>		0	XX	x	x	M	M	M	X	L	Y
Dogwood, cherry	<i>Cornus mas</i>		0	0	x	x	M	M	M	X	M	N
Dogwood, flowering	<i>Cornus florida</i>	0	0	x	XX	0	M	M	M	X	L	Y
Dogwood, kousa	<i>Cornus kousa</i>		0	0	x	x	M	S	S	X	L	N
Dogwood, pink flowering	<i>Cornus florida var. rubra</i>	0	0	x	x	0	M	M	M	X	L	Y
Dogwood, swamp	<i>Cornus stricta</i>		0		x	x	H	S	S	X	L	Y
Dovetree	<i>Davidia involucreta</i>		0	0	0		M	M	M	X	L	N
Evodia, Korean	<i>Evodia daniellii</i>		0	0	0		M	M	S		L	N
Fringetree	<i>Chionanthus virginicus</i>		0	x	x		M	M	S	X	L	Y
Fringetree, Chinese	<i>Chioanthus retusus</i>		0	0	x		M	S	S		M	N
Golden raintree	<i>Koelreutaria paniculata</i>		0	0	0	x	M	M	M	X	H	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Golden raintree, bougainvillea	<i>Koelreutaria bipinnata</i>		0	0	0		X	F	M	X	H	N
Hackberry, Georgia	<i>Celtis tenuifolia</i>		0	x	0		X	S	M		H	Y
Hawthorn	<i>Crataegus species</i>		0	x	0	x	X	S	M		H	Y
Hawthorn, cockspur	<i>Crataegus crusgalli</i>		0	0	0	x	X	M	M		H	N
Hawthorne, Washington	<i>Crataegus phaenopyrum</i>		0	0	0	x	M	S	L		M	N
Holly, possumhaw	<i>Ilex decidua</i>		0	x	x		H	M	S		H	Y
Hophornbeam, American	<i>Ostrya virginiana</i>	x	0	XX	0	XX	M	S	L	X	H	Y
Hornbeam, European	<i>Carpinus betulus</i>	XX	x	0	0	XX	M	S	M	X	H	N
Hornbeam, Japanese	<i>Carpinus japonica</i>		0	0	0	x	M	S	M		M	N
Horsesugar	<i>Symplocos tinctoria</i>		0	x	0		M	M			M	Y
Indigobush amorphia	<i>Amorpha fruticosa</i>		0	0			X	S	M		M	N
Ironwood	<i>Carpinus caroliniana</i>	x	0	x	0	XX	M	S	M	X	M	Y
Magnolia, bigleaf	<i>Magnolia macrophylla</i>		0	x	0		M	M	M		L	Y
Magnolia, fraser	<i>Magnolia fraseri</i>		0	x	0		H	F	M		L	Y

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Magnolia, loebner	<i>Magnolia x loebneri</i>		0	0	0		M	M	M		M	N
Magnolia, saucer	<i>Magnolia x soulangiana</i>	0	0	0	0		M	M	S	X	L	N
Magnolia, star	<i>Magnolia stellata</i>		0	0	x	x	M	S	S		M	N
Magnolia, sweetbay	<i>Magnolia virginiana</i>		0	x	0	XX	H	F	M	X	L	Y
Magnolia, umbrella	<i>Magnolia tripetala</i>		0	x	0		M	M	S		L	Y
Maple, amur	<i>Acer ginnala</i>	0	0	0	x	XX	M	M	M		M	N
Maple, chalk	<i>Acer leucoderme</i>		0	x	0		M	M	M	X	H	Y
Maple, hedge	<i>Acer campestre</i>	XX	0	0	0	XX	M	S	S	X	H	N
Maple, Japanese	<i>Acer palmatum</i>	0	0	0	x	XX	M	S	S		L	N
Maple, paperbark	<i>Acer griseum</i>	0	0	0	0	x	X	S	M		M	N
Maple, shantung	<i>Acer truncatum</i>		0	0	0	XX	M	M	S		M	N
Maple, tatarian	<i>Acer tataricum</i>	0	0	0		XX	M	S	S		M	N
Maple, trident	<i>Acer buergerianum</i>	XX	0	0	0	XX	M	F	M	X	M	N
Mulberry, red	<i>Morus rubra</i>	0	0	XX	0		M	F	S		H	Y
Osage orange	<i>Maclura pomifera</i>	0	0	0	0		X	F	L	X	H	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Parrotia, Persian	<i>Parrotia persica</i>		0	0	x		M	F	S	X	M	N
Pawpaw	<i>Asimina triloba</i>		0	x	0		M	S	S		L	Y
Pistache, Chinese	<i>Pistacia chinensis</i>	XX	0	0	0	x	M	M	M	X	M	N
Plum, American	<i>Prunus americana</i>		0	XX	0		M	M	L		L	Y
Plum, chicksaw	<i>Prunus angustifolia</i>		0	x	x		M	M	S		H	Y
Plum, Mexican	<i>Prunus mexicana</i>		0	x	0		M	M			H	Y
Red bud, Chinese	<i>Cercis chinensis</i>	0	0	0	XX	XX	M	M	S		L	N
Redbud, eastern	<i>Cercis canadensis</i>		0	XX	XX	XX	M	F	S		M	Y
Redbud, eastern white	<i>Cercis canadensis var. alba</i>		0	XX	XX	XX	M	F	S		M	Y
Redbud, Oklahoma	<i>Cercis reniformis</i>		0	0	XX	XX	X	M	S	X	H	N
Sassafras	<i>Sassafras albidum</i>		0	x	0		M	M	M		H	Y
Serviceberry	<i>Amelanchier arborea</i>		0	x	x	XX	M	S	M	X	M	Y
Silverbell, Carolina	<i>Halesia carolina</i>		0	XX	0		M	M	M		L	Y
Silverbell, two winged	<i>Halesia diptera</i>		0	x	0		M	M	M		M	N

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Smoketree, American	<i>Cotinus obovatus</i>		0	0	x	XX	X	M	S	X	H	Y
Smoketree, common	<i>Cotinus coggygria</i>		0	0	XX		X	M	S	X	H	N
Snowbell	<i>Styrax americana</i>		0	x	XX		H	S	S		L	N
Soapberry, western	<i>Sapindus drummondii</i>	x	0	0	0		X	M	L	X	H	N
Stewartia, mountain	<i>Stewartia ovata</i>		0	x	x		M	S	M		L	Y
Willow, black	<i>Salix nigra</i>	0	0	x	0	0	H	F	S		L	Y
Willow, weeping	<i>Salix babylonica</i>	0	0	0	0	0	H	F	M		M	N
Witchhazel, common	<i>Hamamelis virginiana</i>		0	x	x	x	M	M	M	X	M	Y
Yellowwood, American	<i>Cladrastis lutea</i>		0	0	0		M	M	M	X	M	N
Witchhazel, common	<i>Hamamelis virginiana</i>		0	x	x	x	M	M	M	X	M	Y
Overstory Evergreen Trees												
Arborvitae, western	<i>Thuja plicata</i>		x	0	0		M	S	L		L	N
Cedar, eastern red	<i>Juniperus virginiana</i>		XX	x	0		X	S	L	X	H	Y
Cedar, Atlantic white	<i>Chamaecyparis thyoides</i>		x	0	0		X	M	L		L	Y
Cedar, atlas	<i>Cedrus atlantica</i>		x	0	0		M	M	L		H	N

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Cedar, deodara	<i>Cedrus deodara</i>		x	0	0		X	M	L		H	N
Cedar, of Lebanon	<i>Cedrus libani</i>		x	0	0		X	F	L		H	N
Chinafir, common	<i>Cunninghamia lanceolata</i>		x	0	0		X	M	M		H	N
Cryptomeria, Japanese	<i>Cryptomeria japonica</i>		XX	0	0		M	S	M	X	H	N
Cypress, leyland	<i>Cupressocyparis leylandii</i>		XX	0	0		M	F	M	X	M	N
Hemlock, eastern	<i>Tsuga canadensis</i>		XX	x	0		M	S	L		L	Y
Magnolia, southern	<i>Magnolia grandifolia</i>	0	XX	x	0		M	M	L	X	M	Y
Pine, loblolly	<i>Pinus taeda</i>		x	x	0		M	F	M	X	M	Y
Pine, shortleaf	<i>Pinus echinata</i>		x	XX	0		M	M	L		H	Y
Pine, slash	<i>Pinus elliotii</i>		X	0	0		M	F	M		M	N
Pine, Virginia	<i>Pinus Virginiana</i>		X	X	0		M	F	S	X	H	Y
Pine, white	<i>Pinus strobus</i>		X	X	0		M	F	M		L	Y
Understory Evergreen Trees												
Cherrylaurel, Carolina	<i>Prunus caroliniana</i>	0	XX	0	0	0	M	M	M	X	H	N

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Cypress, Italian	<i>Cupressus sempervirens</i>		x	0	0	x	X	F	S		H	N
Devilwood	<i>Osmanthus americanus</i>		x	x	0		M	M	M		M	Y
Holly, American	<i>Ilex opaca</i>	x	XX	x	0	XX	M	S	L	X	H	Y
Holly, attenuata	<i>Ilex x attenuata</i>	x	XX	0	0	XX	M	S	S	X	H	N
Holly, dahoon	<i>Ilex cassine</i>		XX	0	0		H	M	S	X	L	Y
Holly, lusterleaf	<i>Ilex latifolia</i>		XX	0	0		X	M	S	X	H	N
Holly, myrtle-leaved	<i>Ilex myrtifolia</i>		XX	0	x		H	S	S	X	H	Y
Holly, Nellie R. Stevens	<i>Ilex x Nellie R. Stevens</i>		XX	0	0		H	M	M	X	H	N
Holly, yaupon	<i>Ilex vomitoria</i>	x	XX	x	x	0	X	S	L	X	H	Y
Loquat	<i>Eriobotrya japonica</i>		x	0	0		M	M		X	M	N
Oak, Chinese evergreen	<i>Quercus myrsinifolia</i>			0		0	M	S	L	X	H	N
Wax myrtle	<i>Myrica cerifera</i>	x	XX	x	x	XX	H	M	L	X	M	Y
Deciduous Shrubs												
Abelia, Chinese	<i>Abelia chinensis</i>		0	0	XX		M	F	M		M	N
Alder, tag	<i>Alnus serrulata</i>		0	x	x		H	F	S		M	Y

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Azalea, flame	<i>Rhododendron calendulaceum</i>		0	0	x		M	S	S		L	Y
Azalea, Florida	<i>Rhododendron austrinum</i>		0	0	x		M				M	Y
Azalea, piedmont	<i>Rhododendron canescens</i>	0	0	x	x		M	S	L		L	Y
Azalea, plumleaf	<i>Rhododendron prunifolium</i>	0	0	x	x	x	M	S	M		L	Y
Barberry, Japanese	<i>Berberis thunbergii</i>		0	0	XX		M	M	M	X	L	N
Barberry, Korean	<i>Berberis koreana</i>		0	0	XX		X	M			H	N
Barberry, mentor	<i>Berberis x mentorensis</i>		0	0	XX		M	F	M	X	L	N
Barberry, purple leaf Japanese	<i>Berberis thunbergii atropurpurea</i>		0	0	XX		X	M	M	X	H	N
Bayberry, northern	<i>Myrica pennsylvanica</i>		0	0	x		X	F			H	Y
Beautyberry, American	<i>Callicarpa americana</i>		0	x	x		M	F	S		H	Y
Beautyberry, bodinier	<i>Callicarpa bodinieri</i>		0		x		X	F			H	N
Beautyberry, Japanese	<i>Callicarpa japonica</i>		0	0	XX		X	F			H	N
Beautyberry, purple	<i>Callicarpa dichotoma</i>		0	0	XX		X	F			H	N

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Beautybush	<i>Kolkwitzia amabilis</i>		0	0	x		M	F		X	L	N
Bladdernut, American	<i>Staphylea trifolia</i>		0	XX	0		M	F			L	Y
Blue mist shrub	<i>Caryopteris x clandonensis</i>		0	0	XX		M	M			M	N
Blueberry, highbush	<i>Vaccinium corymbosum</i>		0	0	0		M	M	M		L	Y
Bottlebrush, dwarf	<i>Fothergilla gardenii</i>	XX	0	0	x	XX	H	M	M		L	Y
Buckeye, bottlebrush	<i>Aesculus parviflora</i>	0	0	x	x	0	M	M	S		M	Y
Buckeye, painted	<i>Aesculus sylvatica</i>		0	x	x		M	M	S		L	Y
Butterfly bush	<i>Buddleia davidii</i>		0	0	x		M	F			M	N
Butterfly bush, alternate-leaf	<i>Buddleia alternifolia</i>		0	0	x		X	F			H	N
Buttonbush	<i>Cephalanthus occidentalis</i>		0	x	x	x	H	M	S	X	L	Y
Ceanothus	<i>Ceanothus x pallidus</i>		0	0	XX		X	M			H	N
Chokeberry, red	<i>Aronia arbutifolia</i>	x	0		x	x	H	M	L	X	L	Y
Cinquefoil, shrubby	<i>Potentilla fruticosa</i>		0	0	x		M	S			M	Y
Clethra, summersweet	<i>Clethra alnifolia</i>		0	0	XX	x	H	M	M	X	L	N

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Cleyera	<i>Cleyera japonica</i>		0	0	x		M	M			L	N
Deutsia, slender	<i>Deutzia gracilis</i>		0	0	XX		M	M		X	M	N
Deutzia, fuzzy	<i>Deutzia scabra</i>		0	0	x		M	M			L	N
Dogwood, red osier	<i>Cornus sericea</i>		0	0	XX		M	F		X	H	N
Dogwood, silky	<i>Cornus amomum</i>		0	x			H	M	M		L	Y
Elderberry	<i>Sambucus canadensis</i>		0	x	x		M	F	M		M	Y
Euonymus, winged	<i>Euonymus alatus</i>	x	0	0	0	XX	X	M		X	H	N
Fatsia, Japanese	<i>Fatsia japonica</i>		0	0	x		H	M			H	N
Flowering almond	<i>Prunus glandulosa</i>		0	0	XX		X	M			H	N
Forsythia	<i>Forsythia x intermedia</i>		0	0	x		M	F	L	X	M	N
Forsythia, white	<i>Abeliophyllum distichum</i>		0	0	XX			M			M	N
Fortune's fontanesia	<i>Fontanesia fortunei</i>		0	0	x		X	F			H	N
Fothergilla, large	<i>Fothergilla major</i>		0	XX	x		X	S			H	Y
Groundsel bush	<i>Baccharis halimifolia</i>		0	x	x		X	F			H	Y
Hardy orange	<i>Poncirus trifoliata</i>		0	0	x		M	S		X	H	N

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Honeysuckle, southern bush	<i>Diervilla sessilifolia</i>		0	x	XX		L	F			H	Y
Honeysuckle, winter	<i>Lonicera fragrantissima</i>		0	0	XX		M	F		X	H	N
Huckleberry, dwarf	<i>Gaylussacia dumosa</i>		0	x	XX		X	S	M		M	Y
Hydrangea	<i>Hydrangea arborescens</i>		0	x	XX		M	M	S		L	Y
Hydrangea, bigleaf	<i>Hydrangea macrophylla</i>		0	0	XX		X	F	M		M	N
Hydrangea, oakleaf	<i>Hydrangea quercifolia</i>	x	0	0	XX	XX	M	F	M	X	M	N
Indigo, Himalayan	<i>Indigofera heterantha</i>		0	0	XX		X	M			H	N
Jasmine, flowering	<i>Jasminum floridum</i>		0	0	XX		M	M		X	H	N
Jasmine, winter	<i>Jasminum nudiflorum</i>		0	0	XX		X	F			H	N
Jetbead, black	<i>Rhodotypos scandens</i>		0	0	XX		M	F		X	H	N
Kerria	<i>Kerria japonica 'Pleniflora'</i>		0	0	XX	x	M	M		X	M	N
Lantana	<i>Lantana camera</i>		0	0	XX		M	F			M	Y
Leadplant	<i>Amorpha canescens</i>		0	0	XX		X	M	L		H	N
Leatherwood	<i>Cyrilla racemiflora</i>		0	0	0		H	M			L	N
Lespedeza, thunberg	<i>Lespedeza thunbergii</i>		0	0	XX		M	M	M		M	N

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Lilac, Peking	<i>Syringa pekinensis</i>		0	0	0		X				H	N
Mock orange	<i>Philadelphus x virginalis</i>		0	0	XX		M	F		X	H	N
New Jersey tea	<i>Ceanothus americanus</i>		0	XX	XX		X	S	M		H	Y
Ninebark	<i>Physocarpus opulifolius</i>		0	x	x		X	S	M		H	Y
Orange ball tree	<i>Buddleia golbosa</i>		0	0	x		M	F			M	N
Pearlbush	<i>Exochorda racemosa</i>		0	0	x		M	M		X	H	N
Plum, chickasaw	<i>Prunus angustifolia</i>		0	x	x		M	M	L		L	Y
Pomegranate	<i>Punica granatum</i>		0	0	x		X	M			H	N
Possumhaw	<i>Ilex decidua</i>		0	x	x		M	F	M		L	N
Qunice, flowering	<i>Chaenomelea speciosa</i>		0	0	XX		M	M			H	N
Rose of sharon	<i>Hibiscus syriacus</i>		0	0	XX		M	S		X	M	N
Rose, Chinese	<i>Rosa chinensis</i>		0	0	XX		M	M			M	N
Rose, rugose	<i>Rosa rugosa</i>		0	0	XX	XX	M	M	L	X	H	N
Serissa, Japanese	<i>Serissa foetida</i>		0	0	XX		M				M	N
Sheepberry	<i>Viburnum lentago</i>		0	0	0		M	S	L		L	Y

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Sparkleberry	<i>Vaccinium arboreum</i>		0	0	0		M	M	L		M	Y
Spicebush	<i>Lindera benzoin</i>		0	x	x		M	S	L		L	Y
Spicebush, erythrocarpa	<i>Lindera erythrocarpa</i>		0	0	0		M	M			M	N
Spirea, bridelwreath	<i>Spiraea prunifolia</i>		0	0	XX		H	F	L	X	L	N
Spirea, bumalda	<i>Spiraea x bumalda</i>		0	0	XX		X	F			H	N
Spirea, Japanese	<i>Spiraea japonica</i>		0	0	XX		X	M	M		M	N
Spirea, reeves	<i>Spiraea cantoniensis</i>		0	0	XX		M	F			M	N
Spirea, snowmound	<i>Spiraea nipponica</i> 'Snowmound'		0	0	XX		X	F			H	N
Spirea, thunberg	<i>Spiraea thunbergii</i>		0	0	XX		M	F		X	M	N
Spirea, vanhoutte	<i>Spiraea x vanhouttei</i>		0	0	XX		M	F		X	M	N
Spreading euonymus	<i>Euonymus kiautschovicus</i>		0	0	XX		M	F			M	N
Strawberry bush	<i>Euonymus americanus</i>	0	0	XX	XX		H	S	S		M	Y
Sumac, aromatic	<i>Rhus aromatica</i>		0	x	XX		M	M	S	X	M	N
Sumac, michaux's	<i>Rhus michauxii</i>		0	0	XX		X				H	Y

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Sumac, smooth	<i>Rhus glabra</i>		0	XX	x		M	M	S		M	Y
Sumac, staghorn	<i>Rhus typhina</i>		0	x	0	x	M	F		X	M	Y
Sumac, winged	<i>Rhus copallina</i>		0	x	x		X	M	M		M	Y
Summersweet	<i>Clethra alnifolia</i>	XX	0	0	XX	XX	H	M	M		L	N
Sweetshrub	<i>Calycanthus floridus</i>		0	XX	XX	x	M	M	S	X	M	Y
Sweetspire, Virginia	<i>Itea virginica</i>	XX	0	XX	x	XX	M	M	S		L	Y
Viburnum, arrowwood	<i>Viburnum dentatum</i>	x	0	x	x	XX	M	M	S	X	H	N
Viburnum, blackhaw	<i>Viburnum prunifolium</i>	x	0	x	x	XX	M	M	S	X	M	Y
Viburnum, burkwood	<i>Viburnum x burkwoodii</i>		0	0	XX		M	M			L	N
Viburnum, doublefile	<i>Viburnum plicatum var. tomentosum</i>		0	0	XX		M	M			H	N
Viburnum, European cranberry	<i>Viburnum opulus</i>		0	0	x		M	S	M		M	N
Viburnum, Koreanspice	<i>Viburnum carlesii</i>		0	0	XX		M	S		X	H	N
Viburnum, lantanaphyllum	<i>Viburnum x rhytidophylloides</i>		0	0	XX		M	M		X	M	N
Viburnum, linden	<i>Viburnum dilatatum</i>		0	0	XX		M	M			M	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Viburnum, mapleleaf	<i>Viburnum acerifolium</i>		0	XX	XX		X	M	S	X	H	Y
Viburnum, rusty	<i>Viburnum rufidulum</i>	x	0	x	x		X	M	S		H	Y
Viburnum, sandankwa	<i>Viburnum suspensum</i>		0	0	XX		M	M			M	N
Weigela	<i>Weigela florida</i>		0	0	XX		M	F		X	L	N
Winterberry	<i>Ilex verticillata</i>		0	XX	x	x	M	M	S	X	L	Y
Wintersweet	<i>Chimonanthus praecox</i>		0	0	x		M	S		X	H	N
Witchhazel, Chinese	<i>Hamamelis mollis</i>		0	0	x		M	S			M	N
Witchhazel, vernal	<i>Hamamelis vernalis</i>		0	0	XX	x	M	F		X	M	N
Woadwaxen, silky-leaf	<i>Genista pilosa</i>		0	0	XX		X	S			H	N
Yellowroot	<i>Xanthorrhiza simplicissima</i>		0	XX	XX		M	M			M	Y
Evergreen Shrubs												
Abelia, glossy	<i>Abelia x grandiflora</i>		XX	0	XX		M	F	M	X	M	N
Andromeda, Japanese	<i>Pieris japonica</i>		x	0	x		M	S	M		L	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Andromeda, mountain	<i>Pieris floribunda</i>			x	XX		M	S			M	N
Anise, Florida	<i>Illicium floridanum</i>		x	x	x		H	M	S		M	Y
Anise-tree, small	<i>Illicium parviflorum</i>	x	XX	x	0	x	M	M			H	N
Aucuba	<i>Aucuba japonica</i>		XX	0	x		M	S			M	N
Banana shrub	<i>Michelia figo</i>		XX	0	0		X	M			H	N
Barberry, chenault	<i>Berberis x chenaultii</i>		x	0	XX		X				H	N
Barberry, threespine	<i>Berberis triacanthophora</i>		x	0	XX		X	M			H	N
Barberry, warty	<i>Berberis verruculosa</i>		x	0	XX		X	S		X	H	N
Barberry, william penn	<i>Berberis x gladwynensis</i> 'William Penn'		x	0	XX		X	M			H	N
Barberry, wintergreen	<i>Berberis julianae</i>		x	0	XX		M	M	M	X	H	N
Bottlebrush, lemon	<i>Callistemon citrinus</i>		x	0	x		X	M			H	N
Boxwood, common	<i>Buxus sempervirens</i>		XX	0	XX		M	S			M	N
Boxwood, English	<i>Buxus sempervirens</i> 'Suffruticosa'		XX	0	XX		M	S			M	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Boxwood, harland	<i>Buxus harlandii</i>		x	0	XX		M	M			M	N
Boxwood, Japanese	<i>Buxus sinica japonica</i>		XX	0	XX		X	M			H	N
Boxwood, littleleaf	<i>Buxus microphylla</i>		XX	0	XX		M	S			M	N
Butcher's broom	<i>Ruscus aculeatus</i>		0	0	XX		X	M			H	N
Butterflybush, loricata	<i>Buddleia loricata</i>		x	0	XX		X	F			H	N
Cherrylaurel, Carolina	<i>Prunus caroliniana</i>	0	x	x	0	0	M	M	M	X	H	N
Cleyera	<i>Ternstroemia gymnanthera</i>		XX	0	x		X	M	M		H	N
Cotoneaster, bearberry	<i>Cotoneaster dammeri</i>		0	0	XX		M	F	M		M	N
Cotoneaster, cranberry	<i>Cotoneaster apiculatus</i>		0	0	XX		M	F	M		M	N
Cotoneaster, little-leaf	<i>Cotoneaster microphyllus</i>		0	0	XX		M	M	M		M	N
Cotoneaster, parney	<i>Cotoneaster lacteus</i>		XX	0	XX		M	M	M		M	N
Cotoneaster, rockspray	<i>Cotoneaster horizontalis</i>		0	0	XX		X	M	M		M	N
Cotoneaster, spreading	<i>Cotoneaster divaricatus</i>		XX	0	XX		M	F	M		M	N
Cotoneaster, willowleaf	<i>Cotoneaster salicifolia</i>		XX	0	x		M	M	M		M	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Doghobble	<i>Leucothoe axillaris</i>	0	x	x	XX	x	X	S	L		L	N
Elaeagnus	<i>Elaeagnus x ebbingei</i>		XX	0	x		X	M	L	X	H	N
Euonymus, Japanese	<i>Euonymus japonicus</i>		XX	0	x		M	F	L		M	N
Euonymus, spreading	<i>Euonymus kiautschovicus</i>		x	0	XX		M	F			M	N
Firethorne, formosa	<i>Pyracantha koidzumii</i>		x	0	x		X	F	M		H	N
Firethorne, scarlet	<i>Pyracantha coccinea</i>		XX	0	x		M	F	M		M	N
Gardenia	<i>Gardenia jasminoides</i>		XX	0	XX		M	M			M	N
Germander, wall	<i>Teucrium chamaedrys</i>		0	0	XX		X	M			H	N
Hawthorn, Indian	<i>Rhaphiolepis indica</i>	x		0		x	M	S		X	H	N
Hawthorn, yeddo	<i>Rhaphiolepis umbellata</i>		XX	0	XX		M	S		X	H	N
Holly, Chinese	<i>Ilex cornuta</i>		XX	0	0		M	M	M	X	M	N
Holly, dwarf yaupon	<i>Ilex vomitoria 'Nana'</i>	x	x	x	x	x	X	S	L	X	H	Y
Holly, Japanese	<i>Ilex crenata</i>		x	0	0		M	S	L	X	M	N
Holly, Nellie R. Stevens	<i>Ilex 'Nellie R. Stevens'</i>		XX	0	0		M	F	M	X	M	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Holly, perny	<i>Ilex pernyi</i>		x	0	x		X	S		X	H	N
Juniper, Chinese	<i>Juniperus chinensis</i>	XX	XX	0	XX	XX	M	F	M	X	M	N
Juniper, shore	<i>Juniperus conferta</i>	XX	0	0	XX	XX	X	M	M	X	M	N
Juniper, singleseed	<i>Juniperus squamata</i>	XX	XX	0	XX	XX	X	S		X	H	N
Laurel, English	<i>Prunus laurocerasus</i>		XX	0	0		M	M			M	N
Lavendar, common	<i>Lavandula angustifolia</i>		0	0	XX		X	S			H	N
Lavendar, hybrid	<i>Lavandula x intermedia</i>		0	0	XX		X	S			H	N
Leucothoe, Florida	<i>Agarista populifolia</i>	0	x	0	x	x	H	M	S		M	Y
Ligustrum, wax leaf	<i>Ligustrum japonicum</i>	x	XX	0	x		X	M		X	H	N
Inkberry	<i>Ilex glabra</i>	x	XX	x	x	x	H	S	L		L	Y
Loropetalum	<i>Loropetalum chinensis</i>		x	0	x		H	F			M	N
Mahonia, Chinese	<i>Mahonia fortunei</i>		XX	0	XX		M	M	L		M	N
Mahonia, leatherleaf	<i>Mahonia bealei</i>		XX	0	XX		M	M	L		M	N
Mahonia, media	<i>Mahonia x media</i>		x	0	XX		M	M	L		M	N
Mahonia, Oregon grape holly	<i>Mahonia aquifolium</i>		XX	0	XX		X	M	L		H	Y

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Mexican orange	<i>Choisya ternata</i>		x	0	XX		X	M			H	N
Mountain laurel	<i>Kalmia latifolia</i>	0	x	x	x	x	X	S	L		H	Y
Olive, fortune tea	<i>Osmanthus x fortunei</i>		XX	0	0		M	S		X	H	N
Olive, holly tea	<i>Osmanthus heterophyllus</i>		XX	0	0		M	M	M	X	L	N
Olive, sweet	<i>Osmanthus fragrans</i>		XX	0	0		M	S			M	N
Palmetto, dwarf	<i>Sabal minor</i>			0			M	S	M		M	Y
Photinia, Chinese	<i>Photinia serrulata</i>		XX	0	0		X	F			H	N
Photinia, Japanese	<i>Photinia glabra</i>		XX	0	0		X	F			H	N
Pineapple guava	<i>Feijoa sellowiana</i>		XX	0	x		X	M			H	N
Pittosporum	<i>Pittosporum tobira</i>		x	0	x		M	M	L		M	N
Podocarpus, shrubby	<i>Podocarpus marcophyllus maki</i>		x	0	0		X	S	M		H	N
Rhododendron	<i>Rhododendron spp.</i>		x	0	x		M	S	M		L	N
Rosemary	<i>Rosmarinus officialis</i>		x	0	XX		X	M	S		H	N
Sage, Russian	<i>Perovskia atriplicifolia</i>		XX	0	XX		X				H	N

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Santolina, green	<i>Santolina virens</i>		0	0	XX		X	S	S		H	N
Santolina, lavender cotton	<i>Santolina chamaecyparissus</i>		x	0	XX		X	S	S		H	N
Sarcococca	<i>Sarcococca confusa</i>		XX	0	XX		M	S			M	N
Sarcococca, fragrant	<i>Sarcococca ruscifolia</i>		x	0	XX		M	S			M	N
Sarcococca, Himalayan	<i>Sarcococca hookeriana</i>		XX	0	XX		M	S			M	N
Sarcococca, Oriental	<i>Sarcococca orientalis</i>		0	0	XX		M	S			M	N
Sasanqua camellia	<i>Camellia sasanqua</i>		XX	0	XX		M	S			M	N
Tea camellia	<i>Camellia sinensis</i>		XX	0	XX		M	M			M	N
Viburnum, chindo	<i>Viburnum awabuki</i>		XX	0	x		X	F			H	N
Viburnum, laurustinus	<i>Viburnum tinus</i>		XX	0	XX		X	M			H	N
Viburnum, leatherleaf	<i>Viburnum rhytidophyllum</i>		x	0	x		M	M			L	N
Viburnum, pragense	<i>Viburnum x pragense</i>		x	0	XX		M	F			M	N
Waxmyrtle, southern	<i>Myrica cerifera</i>	x	XX	x	x	XX	X	F		X	H	Y
Yew, Chinese	<i>Taxus chinensis</i>		x	0	x	XX	M	F		X	M	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Yew, Japanese	<i>Taxus cuspidata</i>		XX	0	XX	XX	M	S	M	X	M	N
Yew, Japanese plum	<i>Cephaloptaxus harringtonia</i>		XX	0	XX		M	S			M	N
Yucca, Adam's needle	<i>Yucca filamentosa</i>		0	XX	XX		X	S	L		H	Y
Yucca, Spanish bayonet	<i>Yucca aloifolia</i>		0	0	XX		X	M	M		H	Y
Yucca, Spanish dagger	<i>Yucca gloriosa</i>		0	0	XX		X	S	L		H	Y
Deciduous Groundcovers												
Cast iron plant	<i>Aspidistra elatior</i>		0	0	XX		M	S	L		L	N
Coreopsis, lanceleaf	<i>Coreopsis lanceolata</i>		0	x	XX		M	M	M		M	Y
Coreopsis, threadleaf	<i>Coreopsis verticillata</i>		0	0	XX		M	M	M		M	Y
Cotoneaster, rockspray	<i>Cotoneaster horizontalis</i>		0	0	XX		X	M			H	N
Dianthus, deptford pink	<i>Dianthus armeria</i>		0	0	XX		M	M	M		M	N
Ice plant, cooper"s hardy	<i>Delosperma cooperi</i>		0	0	XX		X	F			H	N
Ice plant, cloud-loving hardy	<i>Delosperma nubigena</i>		0	0	XX		X	F			H	N
Jasmine, winter	<i>Jasminum nudiflorum</i>		0	0	XX		X	F			H	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Phlox, creeping	<i>Phlox stolonifera</i>		0	x	XX		M	F			M	Y
Phlox, moss pink	<i>Phlox subulata</i>		0	0	XX		M	M	M		M	Y
Stonecrop	<i>Sedum acre</i>		0	0	XX		X	F			H	N
Stonecrop, showy	<i>Sedum spectabile</i>		0	0	XX		X	S			H	N
Thyme	<i>Thymus spp.</i>		0	0	XX		L	S			H	N
Yarrow, common	<i>Achillea millefolium</i>		0	0	XX		X	F			H	N
Wintercreeper*	<i>Euonymus fortunei</i>		0	0	XX		M	M			L	N
Evergreen Groundcovers												
Ajuga	<i>Ajuga reptans</i>		0	0	XX		X	F			H	N
Bearberry	<i>Arcrostaphylos uva-ursi</i>		0	0	XX		M	S			H	N
Carmel creeper	<i>Ceanothus griseus horizontalis</i>		0	0	XX		M	M			M	N
Cotoneaster, bearberry	<i>Cotoneaster dammeri</i>	x	0	0	XX		M	S			M	N
Cotoneaster, willowleaf	<i>Cotoneaster salicifolius</i>	x	0	0	XX		X	M			H	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Ice Plant, sutherland	<i>Delosperma sutherlandii</i>		0	0	XX		X	F			H	N
Jasmine, Asiatic	<i>Trachelospermum asiaticum</i>		0	0	XX		M	M			L	N
Jasmine, confederate	<i>Trachelospermum jasminoides</i>		0	0	XX		M	M			L	N
Juniper, common	<i>Juniperus communis</i>	XX	0	0	XX	XX	X	S	L	X	H	Y
Juniper, shore	<i>Juniperus conferta</i>	XX	0	0	XX	XX	X	M	M	X	H	N
Juniper, blue pacific	<i>Juniperus conferta 'Blue Pacific'</i>	XX	0	0	XX	XX	X	M	M	X	H	N
Juniper, andorra	<i>Juniperus horizontalis 'Andorra'</i>	XX	0	0	XX	XX	X	M	S	X	H	N
Juniper, bar harbor	<i>Juniperus horizontalis 'Bar Harbor'</i>	XX	0	0	XX	XX	X	M	S	X	H	N
Juniper, blue chip	<i>Juniperus horizontalis 'Blue Chip'</i>	XX	0	0	XX	XX	X	M	S	X	H	N
Juniper, blue rug	<i>Juniperus horizontalis 'Blue Rug'</i>	XX	0	0	XX	XX	X	M	S	X	H	N
Juniper, plumosa compacta	<i>Juniperus horizontalis 'Plumosa Compacta'</i>	XX	0	0	XX	XX	X	M	S	X	H	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Juniper, Japanese garden	<i>Juniperus procumbens</i>	XX	0	0	XX	XX	X	M		X	H	N
Juniper, savin	<i>Juniperus sabina</i>	XX	0	0	XX	XX	X	S		X	H	N
Lavendar, common	<i>Lavandula angustifolia</i>		0	0	XX		X	S			H	N
Lavendar, hybrid	<i>Lavandula x intermedia</i>		0	0	XX		X	S			H	N
Mondo grass	<i>Ophiopogon japonicus</i>		0	0	XX		M	M			L	N
Pachysandra	<i>Pachysandra terminalis</i>		0	0	XX		M	M			L	N
Periwinkle, bigleaf	<i>Vinca major</i>		0	0	XX		M	F			M	N
Rosemary, creeping	<i>Rosmarinus officinalis 'Prostratus'</i>		0	0	XX		X	M	S		H	N
Santolina, lavender cotton	<i>Santolina chamaecyparissus</i>		0	0	XX		X	S	S		H	N
Sedum, October daphne	<i>Sedum sieboldii</i>		0	0	XX		M	S			H	N
Stonecrop, two-row	<i>Sedum spurium</i>		0	0	XX		L	M			H	N
Thyme, creeping	<i>Thymus serpyllum</i>	x	0	0	XX		X	F			H	N

TREES		Parking Lots	Vegetative Screening	Conservation & Natural Areas	Utility Corridors	Plazas & Façade Plantings	Soil Moisture	Growth Rate	Average Life Span	Urban Tolerant	Drought Tolerant	Native Plant
Turf Grass												
Centipede grass	<i>Fremochloa ophiuroides</i>		0	0	XX		M	S	L		M	N
Seashore paspalum grass	<i>Paspalum vaginatum</i>		0	0	XX		X	M	M		H	N
St. Augustine grass	<i>Stenotaphrum secundatum</i>		0	0	XX		X	F	L		H	N
Zoysia grass	<i>Zoysia matrella & Zoysia japonica</i>	XX	0	0	XX		X	M	M		H	N
Bahia grass	<i>Paspalum notatum</i>		0	0	XX		X	F			H	N
Common Bermuda grass	<i>Cynodon dactylon</i>	XX	0	0	XX	XX	X	F	L		H	N

Amendment #7 - Fee Schedule		
Additons to Walton County Fee Schedule		
Approved 8/5/2025 Proposed May 2026		
	CURRENT	PROPOSED
Building Permit Fees		
RESIDENTIAL		
Residential Minimum Permit fee		\$75.00
Re-Roof	\$75.00	
Single Family Multi Family, Condos, Townhouses Additions to living area	0.35 per heated sq ft.	
Attached enclosed garage, carport or enclosed porch	0.20 per sq ft	
Open porch w/roof/floor	0.20 per sq ft	
Open Deck	0.20 per sq ft	
Remodel		
Moved in House	0.30 per sq ft	
Manufactured Home	0.25 per sq ft	
Roof addition to manufactured home	0.10 per sq ft	
Accessory buildings smaller than 500 square feet	\$75.00	0.20 sq. ft or min \$75.00
Accessory buildings larger than 500 square feet	0.20 per sq ft	
Demolition	\$75.00	
Permit Driveway	\$75.00	
Swimming Pool	\$200.00	
Repermit (expired permit)	\$100.00	
Permit Electrical	\$100.00	
Permit Plumbing	\$100.00	
Permit Mechanical	\$100.00	
Permit Gas	\$100.00	

COMMERCIAL		
Minimum Permit Fee	\$500.00	
Foundation Only	\$250.00	
Complete or Interior Finish	Calculated by Use and Type of Construction using ICC Building Valuation Data as amended (Valuation/1000 x \$3.00) For Shell only deduct 20%	
Commercial ICC Group: Assembly, Business, Educational, Factory, Industrial, Hazardous, Institutional, Mercantile, Storage		
Construction Office Trailers		0.25 sq. ft.
Temporary Structures such as tents, exhibits, sheds or reviewing stands	\$100.00	
COMMERCIAL BUILDING REVIEW FEES		
Building Valuation \$0 - \$250,000	\$250.00	
Building Valuation \$250,001 - \$500,000	\$1.25 per \$1000	
Building Valuation \$500,001 - \$5,000,000	\$.80 per \$1000	
Building Valuation \$5,000,001 - and more	\$.055 per \$1000	
Utility Permits		\$100.00
REINSPECTION FEES		
Reinspection Fee for failed 1st and 2nd inspection	\$50.00	
PREI3 3rd and subsequent reinspection fee	\$100.00	
Variance		
Administrative Variance	\$300.00	

Board of Appeals Variance, Appeal, Special Exception	\$500.00	
ZONING FEES		
Land Use Revision	\$300.00	
Alteration to zoning	\$250.00	
Zoning Certification Letter	\$50.00	
Text Amendment	\$250.00	
Residential Rezone		
Residential Rezone 0-5 acres	\$400.00	
Residential Rezone 5-10 acres	\$600.00	
Residential Rezone 10-20 acres	\$800.00	
Residential Rezone 20-50 acres	\$1,000.00	
Residential Rezone 50-100	\$1,200.00	
Residential Rezone 100+ acres	\$1,500.00	
Multi Family Rezone		
Rezone Multi Family 10-20 acres	\$1,000.00	
Rezone Multi Family 20-50 acres	\$1,250.00	
Rezone Multi Family	\$1,500.00	
Rezone Multi Family 100+	\$1,750.00	
Commercial Rezone		
Rezone Commercial 0-5 acres	\$650.00	
Rezone Commercial 5-10 acres	\$900.00	
Rezone Commercial 10-20 acres	\$1,150.00	
Rezone Commercial 20-50 acres	\$1,400.00	
Rezone Commercial 50-100 acres	\$1,650.00	
Rezone Commercial 100+ acres	\$1,900.00	
Conditional Use		
Residential	\$400.00	
Commercial	\$600.00	
DRI Development of Regional Imp.	\$500.00	

Public Notice Fee (Sign)		\$100.00
Local Newspaper Ad Fee (Based on amount of words)		\$ _____
Development Permit Fees		
Land Disturbance Clearing and Grubbing Lot Prep Agriculture Land clearing	\$200.00	
NPDES	\$40 per dist. acre	
Subdivision Plan Review	\$90.00 per lot	
Final Development Plat Review	\$500.00	
Commercial Plan Review	\$1,000.00	
Plat Review	\$75.00	
Minor Subdivision Review	\$45 per lot	No Change
Miscellaneous Fees		
Permit Card		\$5.00
Evaluation Permit	\$100.00	
Tenant Occupancy Change	\$100.00	
Sign	Residential \$100 Commercial \$300	
Copies	\$.25 per copy	
Ordinance Book	\$40.00	
Returned Check Fee	\$25.00 or 5%	
Bldg Permit Revision Fee	\$75.00	
Retaining Wall	\$100.00	
Tower	\$1,500.00	
Co-location only	\$550.00	
Special Administrative Permit	\$200.00	
Occupational Tax and Registrations		
Administrative Fee	\$75.00	No Change
\$. Per full time employee	\$10.00	No Change
Short Term Rental Registration	\$75.00	No Change
Adult Entertainment Regulatory Fee	\$750.00	
Airstrip Registration	\$75.00	
Third Party Engineer Registration	\$100.00	
Third Party Renewal of License		
Contractor Registration	\$100.00	

Walton County Department Agenda Request

Department Name: **Walton County Planning and Development**

Department Head/Representative: **Kristi Parr**

Meeting Date Request: **June 2, 2026**

Has this topic been discussed at past meetings? **Yes to send Update to the Department of Community Affairs**

If so, When? **April 14, 2026**

TOPIC: **Capital Improvements Element Annual Update and Adoption Resolution (Public Hearing)**

Wording For Agenda: **Capital Improvements Element Annual Update and Adoption Resolution (Public Hearing)**

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

*What action are you seeking from the Commissioners? **Adoption Approval of Capital Improvements Element Annual Update**

Department Comments/Recommendation: **Approval**

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? **N/A**

Budget information attached? **N/A**

Comments: **N/A**

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Georgia, Walton County

Adoption Resolution

Capital Improvements Element Annual Update

Walton County, Georgia

WHEREAS, Walton County adopted a Capital Improvements Element as an amendment to the *Walton County Comprehensive Plan*; and

WHEREAS, Walton County has prepared an amended Capital Improvements Element; and

WHEREAS, the amended Capital Improvements Element was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989; and

WHEREAS, the amended Capital Improvements Element was submitted for review to the to the Northeast Georgia Regional Commission, and was subsequently approved by the Northeast Georgia Regional Commission and the Department of Community Affairs,

BE IT THEREFORE RESOLVED, that the Board of Commissioners of Walton County does hereby adopt the amended Capital Improvements Element, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 2nd day of June, 2026.

BY: _____
David G. Thompson, Chairman

ATTEST: _____
Rhonda Hawk, County Clerk

Georgia, Walton County

Adoption Resolution
Capital Improvements Element Annual Update
Walton County, Georgia

WHEREAS, Walton County adopted a Capital Improvements Element as an amendment to the *Walton County Comprehensive Plan*; and

WHEREAS, Walton County has prepared an amended Capital Improvements Element; and

WHEREAS, the amended Capital Improvements Element was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989; and

WHEREAS, the amended Capital Improvements Element was submitted for review to the to the Northeast Georgia Regional Commission, and was subsequently approved by the Northeast Georgia Regional Commission and the Department of Community Affairs,

BE IT THEREFORE RESOLVED, that the Board of Commissioners of Walton County does hereby adopt the amended Capital Improvements Element, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 2nd day of June, 2026.

BY: _____
David G. Thompson, Chairman

ATTEST: _____
Rhonda Hawk, County Clerk

Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **06/02/2026**

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

If so, When?

TOPIC: **INDigital Encore Agreement**

Wording For Agenda: **INDigital Encore Agreement for E911 Backup & Disaster Recovery Phones**

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? **Agreement**

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

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

Date forwarded to County Attorney: **5/22/2026**

Has the County Attorney review been completed? **No**

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

Approved in current budget? **Not approved for the FY27 budget but funds are available in the E911 52.3210 budget line (Telephone E911 Cost) to cover the first year expenditures**

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**9-1-1 SERVICES AND
SOFTWARE LICENSE AGREEMENT**

This 9-1-1 Services and Software License Agreement (this "**Agreement**"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. Purpose

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.

Type of Agreement/Document

- Original Agreement
 Amendment

2. Parties/ Notices:

INDigital:

Communications Venture Corporation INDigital, Inc (d/b/a INDigital) ("INDigital")

1616 Directors Row
Fort Wayne, IN 46808
Phone: (260) 469-2010
E-mail: contracts@indigital.net
Attention: Contract Administration

Customer:

Walton County Board of Commissioners ("Customer" and together with INDigital, the "**Parties**", and, each, individually, a "**Party**")

Address: 350 Georgia Ave Monroe, GA 30655

Phone: 770-266-1608
E-mail: wwilliams@co.walton.ga.us
Contact Person: Wendra Williams / E911 Director

3. Effective Date

_____ ("**Effective Date**").

4. Software

Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

5. Territory

Walton County, GA ("**Territory**").

6. Permitted Use

Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("**Permitted Use**").

7. Installation

INDigital will deliver and install one (1) copy of the Software to Customer.

8. Maintenance Releases

During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.

9. License Fee

Fee: \$29,976.71 See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.

10. Additional Charges

See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing such additional services.

11. Payment Schedule

Milestone 1) Non-Recurring Charge (NRC). Due at Signature.

Milestone 2) Annual-Recurring Charge (ARC). Due upon delivery and billed Annually there after.

Optional Service – See Exhibit D.

12. Term

Initial Term: From Effective Date until the **one (1)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.

Renewal Terms: This Agreement will automatically renew for additional successive twelve (12)-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

13. Exhibits

- Exhibit A** – General Terms and Conditions of 9-1-1 Services and Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- Exhibit B** – Designated Sites
- Exhibit C** - Software / Services Description
- Exhibit D** – Price List

14. Other Agreements between Parties

- Equipment Purchase and Sale Agreement
- Support and Maintenance Agreement

15. Representative

Name: **Jennifer Poole**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

WALTON COUNTY BOARD OF COMMISSIONERS

INDIGITAL INC:

**COMMUNICATION VENTURE CORPORATION (D/B/A
INDIGITAL)**

Name: David Thompson
Title: Chairman
Date:

Name: Jeff Humbarger
Title: CFO
Date:

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

1. DEFINITIONS. Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

- | | |
|--|---|
| <p>1.1. "Acceptance Testing" has the meaning set forth in <u>Section 4</u> of these Terms.</p> <p>1.2. "Action" has the meaning set forth in <u>Section 8.2(d)</u> of these Terms.</p> <p>1.3. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.</p> <p>1.4. "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.</p> <p>1.5. "Confidential Information" has the meaning set forth in <u>Section 5.1</u> of these Terms.</p> <p>1.6. "Controlled Technology" means any software, documentation, technology or other technical data, or any products that</p> | <p>include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.</p> <p>1.7. "Customer" has the meaning set forth in the preamble to these Terms.</p> <p>1.8. "Designated Sites" means any of Customer's facilities set forth in <u>Exhibit B</u> attached to, and incorporated by reference into, the Agreement.</p> <p>1.9. "Disclosing Party" has the meaning set forth in <u>Section 5.1</u> of these Terms.</p> <p>1.10. "Documentation" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.</p> <p>1.11. "Effective Date" has the meaning set forth in <u>Number 3</u> of the Agreement.</p> <p>1.12. "Force Majeure Event" has the meaning set forth in <u>Section 14.1</u> of these Terms.</p> <p>1.13. "Indemnitee" has the meaning set forth in <u>Section 11.3</u> of these Terms.</p> <p>1.14. "Indemnitor" has the meaning set forth in <u>Section 11.3</u> of these Terms.</p> <p>1.15. "INdigital" has the meaning set forth in the preamble to these Terms.</p> <p>1.16. "INdigital Indemnitee" has the meaning set forth in <u>Section 11.2</u> of these Terms.</p> <p>1.17. "Initial Term" has the meaning set forth in <u>Section 9.1</u> of these Terms.</p> <p>1.18. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database</p> |
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EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

- protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.19. “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.20. “**Loss**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.
- 1.21. “**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.22. “**New Version**” means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital’s and/or a third party’s designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.
- 1.23. “**Parties**” has the meaning set forth in the preamble to these Terms.
- 1.24. “**Party**” has the meaning set forth in the preamble to these Terms.
- 1.25. “**Payment Failure**” has the meaning set forth in Section 9.3(a) of these Terms.
- 1.26. “**Permitted Use**” has the meaning set forth in Section 2 of the Agreement.
- 1.27. “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- 1.28. “**Receiving Party**” has the meaning set forth in Section 5.1 of these Terms.
- 1.29. “**Renewal Term**” has the meaning set forth in Section 9.2 of these Terms.
- 1.30. “**Representatives**” means, with respect to a Party, that Party’s employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.
- 1.31. “**Software**” means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
- 1.32. “**Term**” has the meaning set forth in Section 9.2 of these Terms.
- 1.33. “**Territory**” has the meaning set forth in Number 5 of the Agreement.
- 1.34. “**Third-Party Materials**” means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.
- 1.35. “**Warranty Period**” has the meaning set forth in Section 10.2 of these Terms.
2. **LICENSE.**
- 2.1. **License Grant.** Subject to the terms and conditions of the Agreement (including these Terms) and INdigital’s rights under any third-party agreements relating to the Software, and conditioned on Customer’s and its Affiliates’ and Representatives’ compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

Permitted Use in the Territory during the Term.

2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

3. USE RESTRICTIONS. Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;
- (g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
- (h) use the Software for purposes of:
 - (i) benchmarking or competitive analysis of the Software;
 - (ii) developing, using or providing a competing software product or service; or
 - (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;
- (i) use the Software in or in connection with

the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

(j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).

4. DELIVERY AND INSTALLATION. INdigital shall deliver and install one (1) copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.

4.1. Acceptance. Customer will test whether the Software operates in accordance with the Documentation ("**Acceptance Testing**") pursuant to the terms of this **Section 4**. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

4.2 MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 5.2 of these Terms, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise

identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

5.2. Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(b) except as may be permitted under the terms and conditions of Section 5.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5. Return; Destruction. Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party

and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

6. FEES AND PAYMENT.

6.1. License Fees. In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 6. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

6.2. Additional Fees and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.

6.3. Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.

6.4. Payment. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.

6.5. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:

(a) INdigital may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

Law;

(b) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.

6.6. No Deductions or Setoffs. All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. **SECURITY MEASURES.** The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

8. **INTELLECTUAL PROPERTY RIGHTS.**

8.1. Intellectual Property Ownership. Customer acknowledges and agrees that:

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the

Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2. Customer Cooperation and Notice of Infringement. Customer shall, during the Term:

(a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify INdigital in writing if Customer becomes aware of:

(i) any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or

(ii) any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

INDigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INDigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

8.3. No Implied Rights. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

9. TERM AND TERMINATION.

9.1. Initial Term. The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 11 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 11 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

9.3. Termination. The Agreement may be terminated at any time:

(a) by INDigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INDigital's delivery of written notice thereof ("Payment Failure");

(b) by INDigital, immediately on written notice to Customer if any two or more Payment Failures occur in any twelve (12)-month period;

(c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);

(d) by INDigital, effective immediately, if the Customer: (i) is dissolved or liquidated or

takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

(e) by INDigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.

9.4. Effect of Termination or Expiration. On the expiration or earlier termination of the Agreement:

(a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:

(i) immediately cease all use of and other activities with respect to the Software and Documentation other than those described in Section 9.4(a)(ii) of these Terms;

(ii) within sixty (60) days deliver to INDigital, or at INDigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INDigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;

(iii) certify to INDigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and

(b) all amounts payable by Customer to INDigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INDigital's termination of the Agreement.

9.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for clarity, including Section 10.7 of these Terms (Disclaimer of Warranties), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitation of Liability), and Section 15 of these Terms (Miscellaneous).

10. REPRESENTATIONS AND WARRANTIES.

10.1. Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

- (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
- (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
- (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. Limited Warranty. Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of ninety (90) days from the **Effective Date** (the "**Warranty Period**"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

10.3. Customer Requirements. The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

10.4. Exceptions. Notwithstanding any

provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

- (a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;
- (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;
- (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;
- (e) the operation of, or access to, Customer's or a third party's system or network;
- (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;
- (g) Customer's material breach of any provision of the Agreement (including these Terms);
- (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or
- (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

its sole option and expense, take any of the following steps to remedy such breach:

- (a) replace any damaged or defective media on which INdigital supplied the Software;
- (b) amend, supplement or replace any incomplete or inaccurate Documentation;
- (c) repair the Software;
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.6. Sole Remedy. If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination. THIS SECTION 10.6 SETS FORTH THE CUSTOMER'S SOLE REMEDY AND INDIGITAL'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY INDIGITAL WARRANTY OF THE SOFTWARE SET FORTH IN THE AGREEMENT.

10.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE

AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

11.1. INdigital Indemnification. INdigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Third-Party Materials;
- (b) patent issued on a patent application published after the Effective Date;
- (c) incorporation by the Software of; or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (d) modification of the Software other than:
 - (i) by INdigital or its authorized contractor

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

in connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;

(e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;

(f) use of the Software after INdigital's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;

(h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;

(i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or

(j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.

11.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "INdigital Indemnitee") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i) use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii) information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

11.3. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11.4. Mitigation. If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

(a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or

(c) if none of the remedies set forth in the above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

(i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and

(ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

11.5. Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INDIGITAL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE AGREEMENT (INCLUDING THESE TERMS) OR ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. LIMITATION OF LIABILITY.

12.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE

OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO INDIGITAL UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. EXPORT REGULATION. Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

14. FORCE MAJEURE.

14.1. No Breach or Default. In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

(a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

14.2. Obligations. In the event of any failure or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. MISCELLANEOUS.

15.1. Further Assurances. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

15.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15.3. Notices. Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next

business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.4. Interpretation. For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

15.5. Headings. The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

15.6. Entire Agreement. The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

15.7. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

purported assignment, delegation or transfer in violation of this Section 15.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

15.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

15.9. Amendment and Modification; Waiver. No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.10. Severability. If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

15.11. Governing Law; Submission to Jurisdiction. The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana without giving

effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States District Court of the Northern District of Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Number 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

15.12. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

15.13. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INDigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INDigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.14. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

Exhibit C
Software / Services Description

1. Encore Services –

The INdigital Encore backup and disaster recovery service is purpose-built for PSAPS operating legacy and/or NG9-1-1 systems. Encore facilitates the delivery of emergency and administrative voice calls for service during interruptions to primary PSAPs network and call handling platforms.

Encore is the INdigital Backup and Disaster Recovery platform for PSAPs currently operating in a legacy environment or that have a Next Generation service provided without a disaster recovery plan. Encore operates independently of the primary PSAP's voice CPE. Encore offers the added value and assurance of redundant call paths that permits PSAPs to continue voice dispatch services during interruptions to the routing network or call handling equipment. Walton County will receive two (2) Encore Anywhere Kit's one (1) with 4 Phones, FirstNet LTE and Starlink Mini and one (1) with six (6) Phones, FirstNet and Starlink Mini.

Exhibit D
Price List

Encore Backup & Disaster Recovery 2 Kits Total 10 Phones with Starlink and LTE

Walton County 911

4/9/28

Wendra Williams
Director
770-464-1915
wwilliams@co.walton.ga.us



Jen Poole, ENP
Regional Acct Mgr
407-314-3534
jpoole@indigital.net

line		population served	115,114	ENCORE		
		number of Encore positions	10			
4	Encore Services	Selected	Quantity	Unit Price	Monthly	Annualized Total
5	Encore Devices	x	10	\$95.00	\$950.00	\$11,400.00
6	Database Services ALI	x	115,114	\$0.003	\$115.11	\$1,381.37
8					recurring Encore Service fee	\$1,065.11
9						\$12,781.37
10	Encore Network		Quantity	Unit Price	Monthly	Annualized Total
12	Starlink Priority Service	x	2	\$250.00	\$500.00	\$6,000.00
14	FirstNet Priority Service	x	2	\$80.00	\$160.00	\$1,920.00
15					recurring Network Service fee	\$580.00
16						\$7,520.00
17					recurring service fee	\$1,725.11
18						\$20,701.37
19	Professional Services	Selection	Quantity	Unit Price	Extended	
20	Configuration, setup & Testing	x	1	\$5,175.34	\$5,175.34	
21	Network set-up	x	2	\$1,250.00	\$2,500.00	
22	Starlink Mini Terminal	x	2	\$800.00	\$1,600.00	
23					Services Non-Recurring total	\$9,275.34
24						
25					Total 1st Year	\$29,976.71
					Annual fee beginning yr 2	\$20,701.37

Note: Quote expires in 90 days

Total Non-Recurring Costs (NRC's) \$9,275.34
Total Annual-Recurring Costs (ARC's) \$20,701.37

NOTE:
NRC's billed at approving the agreement.
ARC's billed at service cut.

Equipment Included	
Amount	Description
1	ENCORE 4 Phone Kit with Starlink and 1 LTE FirstNet
1	ENCORE 6 Phone Kits with Starlink and 1 LTE FirstNet

Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **06/02/2026**

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

If so, When?

TOPIC: **WO Industries LLC (DBA: DutyHub)**

Wording For Agenda: **WO Industries LLC DBA: DutyHub Software Service Agreement**

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? **Service Agreement, Completed Vendor Application**

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

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

Date forwarded to County Attorney: **5/21/2026**

Has the County Attorney review been completed? **No**

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

Approved in current budget? **WO Industries LLC (DBA: DutyHub) will replace the Collective Data Agreement which was approved in the FY27 budget and has been canceled to be effective 6/30/2026**

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (the "Agreement") is entered into as of July 1, 2026 (the "Effective Date"), by and between:

PROVIDER:

WO Industries, LLC
(dba "DutyHub")
240 Whisperwood Lane
Athens, GA 30605
Sales@dutyhub.app

CUSTOMER:

Walton County Sheriff's Office
350 Georgia Ave
Monroe, GA 30655

1. SERVICES AND SUPPORT

1.1 Provision of Service. Subject to the terms of this Agreement, Provider will provide Customer access to the **DutyHub Core Package**, which includes the following modules: **Quartermaster, Training, Armory, Activity Logs, Fleet Maintenance, and Proof Creations.**

1.2 Onboarding. Provider shall provide setup and initial training services as specified in the "Fees" section below.

1.3 Service Levels. Provider will use commercially reasonable efforts to make the DutyHub application available 24/7, excluding downtime caused by factors outside Provider's control or scheduled maintenance.

2. INTELLECTUAL PROPERTY AND RESTRICTIONS

2.1 Provider Ownership. Provider owns and retains all right, title, and interest in and to (a) the DutyHub application and software, including all improvements, enhancements, or modifications thereto; and (b) any software, applications, inventions, or other technology developed in connection with Implementation Services or support.

2.2 Usage Restrictions. Customer shall not, directly or indirectly: reverse engineer, decompile, or otherwise attempt to discover the source code or underlying structure of the Services; modify or create derivative works based on the Services; or use the Services for timesharing or service bureau purposes.

3. FEES AND PAYMENT

3.1 Subscription Fee. Customer shall pay an annual SaaS fee of **\$19,500.00** for access to the DutyHub Core Package.

3.2 Additional Modules. Provider may, from time to time, develop and release additional modules or features outside of the Core Package. Access to such additional modules is not included in the Subscription Fee and may be subject to additional fees and a separate or amended Statement of Work if Customer elects to purchase them.

3.3 Implementation Fee. A one-time setup and training fee of **\$4,000.00** is due upon the Effective Date.

3.4 Payment Terms. Fees for the first year and the implementation fee are due within 30 days of the Effective Date. Subsequent annual fees are due on the anniversary of the Effective Date.

3.5 Late Payments. Provider reserves the right to suspend Services if an invoice is more than sixty (60) days past due.

4. TERM AND TERMINATION

4.1 Initial Term. The initial term of this Agreement shall be **three (3) years** from the Effective Date.

4.2 Renewal. Following the Initial Term, this Agreement shall automatically renew for successive one-year periods unless either party provides notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

4.3 Price Escalation. Upon each Renewal Term, the annual SaaS fee shall automatically increase by 5% over the previous year's rate to account for inflation and continued enhancements of the software.

4.4 Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice.

4.5 Data Retrieval and Deletion. Upon termination or expiration of this Agreement, Customer shall have thirty (30) days to retrieve Customer Data from the Service. After such 30-day period, Provider shall have no obligation to maintain or provide any Customer Data and may, unless legally prohibited, delete all Customer Data in its systems.

5. GOVERNMENT-SPECIFIC PROVISIONS

5.1 Non-Appropriation of Funds. Customer's obligation to pay fees is contingent upon the annual appropriation of funds by the relevant governing body. If funds are not appropriated, Customer may terminate this Agreement without penalty by providing at least thirty (30) days' written notice.

5.2 Public Records. Customer acknowledges that it is subject to the Georgia Open Records Act. Customer shall notify Provider of any requests for Provider's proprietary information or trade secrets to allow Provider the opportunity to seek a protective order or other appropriate remedy.

6. DATA PRIVACY AND SECURITY

6.1 Ownership. Customer retains all rights, title, and interest in and to all data entered into DutyHub by Customer users ("Customer Data").

6.2 Security. Provider shall maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection and security of Customer Data.

7. DATA CONSTRAINTS & COMPLIANCE

7.1 Prohibited Data Types. The DutyHub application is not designed or certified for "Protected Data," including CJIS Data (Criminal Justice Information), PII/PHI (Personally Identifiable or Health Information), or Evidentiary Data.

7.2 User Prohibition. Provider strictly forbids the entry or upload of Protected Data into the application. Customer agrees to train all users on this restriction.

7.3 Indemnification and Disclaimer. Provider maintains no CJIS-compliant controls. Customer shall indemnify and hold Provider harmless from any third-party claims, fines, or legal costs resulting from Customer's unauthorized entry of Protected Data into the system.

8. WARRANTY AND LIMITATION OF LIABILITY

8.1 Disclaimer. Except as expressly set forth herein, Provider disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8.2 Limitation of Liability. To the maximum extent permitted by law, in no event shall WO Industries, LLC be liable for any indirect, punitive, or consequential damages. Provider's total liability shall not exceed the total amount paid by Customer under this Agreement in the 12 months preceding the claim.

9. MISCELLANEOUS

9.1 Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications.

9.3 Severability. If any provision is found unenforceable, it will be limited to the minimum extent necessary so the Agreement remains in effect.

SIGNATURES

WO Industries, LLC (Provider)

Print Name: _____

Signature: _____

Title: _____

Date: _____

Walton County Sheriff's Office (Customer)

Print Name: _____

Signature: _____

Title: _____

Date: _____

May 5, 2026

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, May 5, 2026 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Amarie Warren, Pete Myers, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Kristi Parr, Finance Director Jennifer Wall, 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

Count Manager John Ward recognized Jay Malcom and William Wynne, Jr upon their retirement from Walton County.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:03 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

DISCUSSION

County Manager's Report/Update

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

PLANNING & DEVELOPMENT

Planning & Development Director Kristi Parr presented the Planning Commission recommendations.

Z26-0046 - Rezone 1.808 acres from A1 to A2 to create a buildable lot - Applicant: Dorin Cret/Owner: Dimitrie Ilisei - property located on Bold Springs Road - Map/Parcel C0860013F00 - District 5

Planning Commission recommended approval as submitted.

County Attorney Chip Ferguson opened the public hearing on the matter. Applicant Dorin Cret spoke in favor of the rezone request. There was no opposition present. Attorney Ferguson closed the public hearing on the matter.

Motion: Commissioner Adams made a motion to approve the rezone per the Planning Commission. Commissioner Myers seconded the motion and all district commissioners voted in favor.

Z26-0054 - Rezone 11.50 acres from A1/A2/R1 to B1 for a convenience store with gasoline stations, retail & quick service restaurants, public golf range and a variance to encroach into the 75' stream buffer - Applicant: Reed Creek Food Mart, LLC/Owner: James William Burson, II - property located at 2069 Highway 11 and Mountain Creek Church Road - Map/Parcel C0860040 - District 6

Planning Commission recommended approval as submitted including the variance requested.

County Attorney Chip Ferguson opened the public hearing on the matter. Marissa Bridges of LJI Engineering presented the project plans and traffic engineering study. The development will house a gasoline station, retail space and a driving range. They are working with GDOT and believe the proposed project will help to alleviate some of the problems with the intersection and be an asset to the community. Billy Mitchell also spoke in favor on behalf of Jackie and Bill Burson. Bruce Trask and Jon Hall spoke in opposition citing safety concerns at the intersection. In rebuttal, Terry Boomer a former traffic engineer and current land development engineer stated they've gone over the plan in great length with GDOT and will continue mitigating concerns as much as they have control over. Attorney Ferguson closed the public hearing on the matter.

Motion: Commissioner Dixon made a motion to approve the rezone and variance per the following conditions: 1) approvals from GDOT and planning studies be adhered to and to work with GDOT and the County so to make every effort to improve the area intersection, 2) driving range to have proper netting, 3) retail space to have no smoke shops, no tattoo parlors, no vape shops or adult novelty shops nor hookah lounges and these restrictions to be for life, 4) no stucco, buildings to be brick as presented. Commissioner Shelnett seconded the motion. Commissioners Warren, Myers, Shelnett, Adams and Dixon voted in favor with Commissioner Bradford opposing the motion. The motion carried 5-1.

Annexation Request - City of Social Circle

Motion: Commissioner Warren made a motion not to object to the request. Commissioner Shelnett seconded the motion and all district commissioners voted in favor.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of April 14, 2026 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25,000 or Greater
- 3. IGA - City of Loganville Independence Celebration at West Walton Park

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

FINANCE

Presentation of Proposed FY27 Budget Highlights

County Manager John Ward and Finance Director Jennifer Wall presented highlights of the FY27 proposed budget. The proposed budget assumes a county-wide millage rate of 12.278 which is unchanged from FY26.

Resolution - Project Length Budget - 2026 LRA & SPLOST V Resurfacing

Motion: Commissioner Shelnett made a motion, seconded by Commissioner Adams to adopt the Resolution and Project Length Budget for the 2026 LRA and SPLOST V Resurfacing projects. All district commissioners voted in favor.

HUMAN RESOURCES

2026 Benefits Renewal - MSI Benefits

Motion: Commissioner Adams made a motion seconded by Commissioner Myers to approve the benefits renewal for 2026 with MSI Benefits. All district commissioners voted in favor.

CONTRACTS

Brycer Compliance Engine Software - Fire Marshal Code Compliance

Fire Marshall Johnathan Fuqua presented a contract for software from Brycer Compliance Engine Software to be used to track fire marshal code compliance at no cost to the county.

Motion: Commissioner Bradford made a motion, seconded by Commissioner Shelnett to approve the contract subject to review by the County Attorney. All district commissioners voted in favor.

ACCEPTANCE OF BIDS/PROPOSALS

Acceptance of Bid - Demolition and Site Clearance of County-Owned Residential Structures

Motion: Commissioner Dixon made a motion to accept the low bid from RLC Farms, LLC in the amount of \$26,587.00 as presented by Facilities Director Hank Shirley. Commissioner Adams seconded the motion and all district commissioners voted in favor.

APPOINTMENTS

Northeast Ga. Region 10 Emergency Medical Services Advisory Council

Motion: Chairman Thomspson made a motion to reappoint Ronnie Almand to the NEGA Region 10 Emergency Medical Services Advisory Council. Commissioner Bradford seconded the motion and all voted in favor.

ADJOURNMENT

Motion: Commissioner Adams made a motion, seconded by Commissioner Warren, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:14 p.m.

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

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

June 2, 2026

Department	Fund	Description	Payee	Amount
Budget Year FY26 & FY27				

	100	Premium for June 2026-For the Record	One America	\$ 45,616.45
	Various	Replenish Funds In Workers Comp-For the Record	Walton Co BOC	\$ 32,272.00
Board of Commissioners				
	1110 100	Old Jail Facility Renovations-For the Record	Precision Planning, Inc	\$ 34,832.60
Elections				
	1401 100	Advance and Temp Payroll W/E 5/3/26-For the Record	Chase Staffing	\$ 29,253.36
	1401 100	Advance and Temp Payroll W/E 5/10/26-For the Record	Chase Staffing	\$ 26,508.86
Law				
	1530 100	General Legal Fees-April/GSCCCA Deed-For the Record	Atkinson/Ferguson	\$ 26,255.50
IT Dept				
	1535 100	Google Workspace Annual Renewal	Shi International Corp.	\$ 263,451.00
	1535 100	Vmware vSphere8 Annual Renewal-For the Record	Shi International Corp.	\$ 42,051.84
	1535 100	Central Square Annual Renewal-For the Record	Superion, LLC	\$ 45,522.64
GIS				
	1537 100	Parcel Maintenance/Off site Consulting-For the Record	GIS1, LLC	\$ 28,648.00
Jail				
	3325 100	Inmate Medical April 26	MedTrust LLC	\$ 524,797.72
	3325 100	Inmate Meals Mar 28-May 1 2026	Summit Food Services, LLC	\$ 120,586.82
	3325 100	June 26 Allocation: Complex Maintenance	TKC Management Services	\$ 63,717.00
Jail Bond 2021				
	3325.22 315	Audio/Visual System-For the Record	Basesix Systems	\$ 4,065.17
	3325.22 315	Engineering Services April 26-For the Record	McCarthy Barnsley II	\$ 93,968.25

WC Forfeited Federal Drug

Department	Fund	Description	Payee	Amount
	3335 214	Uniforms/Vests/Carriers	T&T Uniforms	\$ 166,625.02
Water				
	4446 507	Water and Testing - <i>For the Record</i>	Cornish Creek Water Fund	\$ 234,538.00
	4446 507	Water Use from Ozora Rd- <i>For the Record</i>	Gwinnett Co Dept of Water Resources	\$ 89,271.52
	4446 507	Water Use from Rosebud Rd- <i>For the Record</i>	Gwinnett Co Dept of Water Resources	\$ 40,899.86
Water/Sewer Splost 2019				
	4446.19 323	Center Hill Church Rd- <i>For the Record</i>	Precision Planning Inc	\$ 293.75
Solid Waste Disposal				
	4530 540	Tipping Fees-April 26	City of Monroe Public Works	\$ 25,652.83
American Rescue Fund				
	257	Professional Engineering Mar 26- <i>For the Record</i>	Archer Western Construction	\$ 5,138,575.09
	257	Professional Engineering Apr 26- <i>For the Record</i>	Archer Western Construction	\$ 6,476,592.05
	257	Professional Engineering Apr 26- <i>For the Record</i>	Jacobs Engineering	\$ 144,451.21
	257	Water Transmission Main Phase 1- <i>For the Record</i>	Mid-South Builders, Inc	\$ 2,009,466.41
	257	HLC Management-WTF- <i>For the Record</i>	Precision Planning Inc	\$ 42,519.11
Hard Labor Creek				
	4405 508	Monitoring Traps April 26- <i>For the Record</i>	Alan D Barton	\$ 2,362.50
	4405 508	HLC O&M- <i>For the Record</i>	Precision Planning Inc.	\$ 770.58
	4405 508	Professional Services- <i>For the Record</i>	Schnabel Engineering LLC	\$ 7,696.44
	508	Professional Engineer- <i>For the Record</i>	Jacobs Engineering	\$ 5,251.53
	508	Apalachee River Intake-WTF- <i>For the Record</i>	Precision Planning Inc.	\$ 1,685.41
				\$15,768,198.52

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **June 2, 2026**

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

If so, When?

TOPIC: **Surplus**

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

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

WALTON COUNTY MISCELLANEOUS SURPLUS

Items released as County Surplus Property on 2nd day of June, 2026

QTY	Dept. or ID #	DESCRIPTION (make/model/year if Applicable)	SERIAL / V.I.N. (if applicable)
1	Extension Office	Poster Printer	CN4185MO11
1	IT	WD500BPVT 500 GB	WX81E81ANNE7
39	IT	Samsung MZ-ILS800N	See attached
4	IT	Samsung MZ-ILS8000	See attached
1	IT	S Hynix BC711 Nvme 256GB	CSA4N71951050406M
1	IT	Cradlepoint Wifi S5A902A	WA193000175898
1	IT	APC UPS smt1500rm2uc	3S2049X13493
1	IT	HP Probook	5CD7034ZS9
4	IT	ViewSonic VS15453	See attached
1	IT	Dell E2222HS	CN-0WMYC5-FCC00-415-C5LX-A05
1	IT	ViewSonic VS15451	TSP134201682
1	IT	ViewSonic VS18522	WE32238A8399
1	IT	Acer LCD AL1917C	ETL630C277812DC2EB4079
1	IT	ViewSonic VS12512	R9R094700845
1	IT	ViewSonic VA903mb	ROH084241135
2	IT	ViewSonic VS149298	STB123841745, STB132340338
1	IT	ViewSonic VS11422	RBD101700571
1	IT	ViewSonic VG2230wm	RBD102200115
1	IT	APC Back-UPS 600	4B1711P19156
1	IT	HP Pro 3500 Series MT	MXL31902WM
1	IT	HP ProBook 450 G3	5CD7034ZNT
6	IT	Nvidia NVS 310	See attached
5	IT	USB Keyboard	
1	IT	USB Mouse	

WALTON COUNTY MISCELLANEOUS SURPLUS
 Items released as County Surplus Property on 2nd day of June, 2026

QTY	Dept. or ID #	DESCRIPTION (make/model/year if Applicable)	SERIAL / V.I.N. (if applicable)
2	IT	USB Speakers	
1	IT	Dell Optiplex 7020 D13M	7FTW382
1	IT	HP Laptop 17-by1971cl	5CG93725XQ
1	IT	APC Back-UPS 450	9B1816A15938
1	IT	HP Prodesk	MXK0091SRM
1	IT	USB Webcam	TH55L1264B
1	IT	Sonic Wall 270	18C2411BDFE0
1	IT	Sonic Wall 370	18C2411141F0
1	IT	NetGear Prosafe Switch GS105	3TL1645Y00F5B
3	IT	ByteSpeed Value 410M	See Attached
1	IT	HP LaserJet P2015D	CNBJC24027
1	IT	Epson DS-860 Scanner	U6AZ007142
1	IT	HP LaserJet Pro M402dn	PHBQC01942
1	IT	HP LaserJet 1200 Series	CNC3095830
1	IT	HP LaserJet Pro 400 M401dn	VNB4F11515
1	IT	HP LaserJet Managed E40040	PHBCG45127
1	IT	HP LaserJet Enterprise M507	VNCCR1Q1VS
2	IT	Epson DS-530 Scanner	X2HJ026064, X2HJ025800
5	IT	V-Nand SSD 256GB	See attached
2	IT	S Hynix SSD 256GB	CN02N9007103Y3D4B, CN02N9007103Y3D3Q
2	IT	V-Nand SSD 980 500GB	S64ENJORB10269T, S64ENU0W603219B
2	IT	V-Nand SSD 860 EVO 500GB	S3YZNW0K8140904Z, S3YZNW0K810821F
2	IT	Samsung MX-VLB256B 256GB	S4GNNFON202248, SGNNFON350697

Quantity	Model	Serial Numbers
3	ByteSpeed Value 410M	162207027502873, 162222024902070, 162207027502811
5	V-NAND SSD 860 Pro 512GB	S5HTNE0N104294H, S5HTNA0N204087N, S5HTNA0N300120T, S5HTNA0MB03157L, S5HTNA0N203330K
39	Samsung MZ-ILS800N	9RNX0K200057, 9RNX0K200326, 9RNA0J400566, 9RNX0K200062, 9RNA0J200527, 9RNA0J400505, 9RNX0K200045, 9RNA0J400528, 9RNA0J101176, 9RNX0K200039, 9RNX0K200048, 9RNX0K200320, 9RNX0K200040, 9RNA0J400492, 9RNA0J400470, 9RNX0K200440, 9RNA0J400598, 9RNA0J101153, 9RNX0K200044, 9RNX0K200049, 9RNX0K200451, 9RNX0K200352, 9RNA0J200890, 9RNX0JB00060, 9RNA0J400594, 9RNX0K200441, 9RNX0K200439, 9RNA0J400475, 9RNA0J400581, 9RNX0K200442, 9RNX0K200052, 9RNX0K200443, 9RNX0K200051, 9RNX0K200058, 9RNX0K200323, 9RNA0J400388, 9RNX0K200013, 9RNX0K200449, 9RNA0J400438
4	Samsung MZ-ILS8000	M2NA0HB02292, M2NA0HA01601, M2NA0HA01869, M2NA0HA01585,
4	ViewSonic VS15453	TST162121569, TST162121570, TST162121574, TST162121598
6	Nvidia NVS 310	CN71301835, CN71302187, CN71301820, CN71301829, CN71302143, CN71301815

Summary of Actions Taken at May 19, 2026
Meeting of the Walton County Water and Sewerage Authority

- Consider Adoption of Meeting Agenda – **APPROVED**
- WCWSA Review/Approval of March 13, 2026 Meeting Minutes – **APPROVED**
- Consider award of the contract for Apalachee River Intake to Reeves Young, LLC at the low bid amount of \$6,979,000.00 – **APPROVED**

Walton County Water

Charge Off Balances for 2026.

Balance to Charge Off:	\$25,357.00
Number of Accounts:	120
Average Charge Off per Acct:	\$211.31
Total Deposits Applied Prior to Charge Off:	\$7,155.00
Average Deposit Applied on CO Acct:	\$59.63

*Charge Off Balance and Average Charge Off per Acct includes late fees, returns and penalties for non-payment.

Current Deposit Policy – \$0, \$100, \$250 depending upon credit. Old policy prior to 2011 was a range from 0 to 60 depending upon whether owner occupied or rental.

Of Accounts with Max \$250 Deposit applied during this CO cycle: 18

59 of the accounts charged off this cycle had no deposit.

Number of years the account was active before being charged off:

20 years of more:	18
10-19 years	10
5-9 years	33
3-4 years	37
2 years or less	23

Note that 18 accounts had been active for 20 years or more before being abandoned and charged off. Almost All of these did not have a deposit.



David Thompson <davidg.thompson@co.walton.ga.us>

Request to Be Placed on Commissioners' Agenda – Four Acre Land Donation

1 message

Mark Willett <markwillettland@gmail.com>

Fri, May 1, 2026 at 9:53 AM

To: David Thompson <davidg.thompson@co.walton.ga.us>, "Charles M. Ferguson, Jr." <cferguson@atkinsonferguson.com>

Dear Commissioner Thompson and Mr. Ferguson,

Good morning,

I hope you both are doing well. I am writing to request placement on an upcoming Walton County Board of Commissioners agenda regarding the donation of an additional four-acre tract of land to Walton County.

This tract is part of a larger 45-acre parcel that has already been approved by the County for acceptance. As you may recall, this will be the third scheduled conveyance from this overall tract.

Due to IRS requirements, we are completing the donation in smaller increments rather than as a single transfer.

The four-acre tract has already been surveyed and officially recorded. Please see the attached plat for your review.

Please let me know what additional information or documentation you may need from me to move forward, and which upcoming meeting date would be most appropriate for placement on the agenda.


I appreciate your time and assistance and look forward to continuing to work with you both on this matter.

Thank you,
Mark Willett
770.262.6352

 **Recorded Plat 4 ac. Book128Page535.pdf**
294K

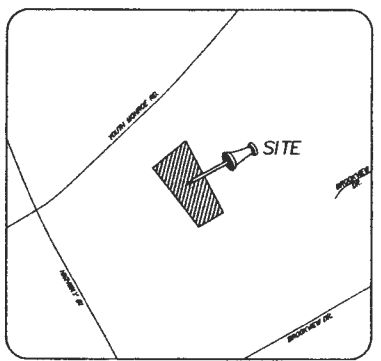
BK: 128 PG: 535-535
 Filed and Recorded
 04-29-2026 01:27 PM
 DOC# P2026-000100
Karen P. David
 KAREN P. DAVID
 CLERK OF SUPERIOR COURT
 WALTON COUNTY

APPROVAL FOR RECORDING:
 THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS PLAT, MAP, OR PLAN FOR FILING:
Ronald C. Smith
 WALTON COUNTY PLANNING AND DEVELOPMENT
 4/28/2026
 DATE

SURVEYOR'S CERTIFICATION: (1)
 As required by subsection (4) 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 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.
W. T. Dunahoo
 W. T. Dunahoo (GA RLS #1577)
 4-28-26
 Date


THIS BLOCK IS RESERVED FOR THE CLERK OF SUPERIOR COURT

CURRENT OWNER:
 CROSS POINTE INVESTMENTS LLC
 & SHERRI L. WILLET
 PO BOX 1805 LOGANVILLE
 GA 30052



SITE LOCATION : NOT TO SCALE
 REFERENCE : AERO ATLAS

- REFERENCES:
1. OUR SURVEY FOR CROSS POINTE INVESTMENTS LLC, DATED: 08/02/2022.
 2. SURVEY FOR CROSS POINTE INVESTMENTS LLC & SHERRI L. WILLET BY GARMON LAND SURVEYING, DATED: 11/28/2017. (P.B. 113, PG. 177.
 3. BEING PART OF TRACT 1 OF A SURVEY FOR TOM M. WAGES, SR. BY VON ITTER & McGEE, INC. DATED: 10/08/2004. (P.B. 94, PG. 165)

SURVEY FOR:
CROSS POINTE INVESTMENTS, LLC

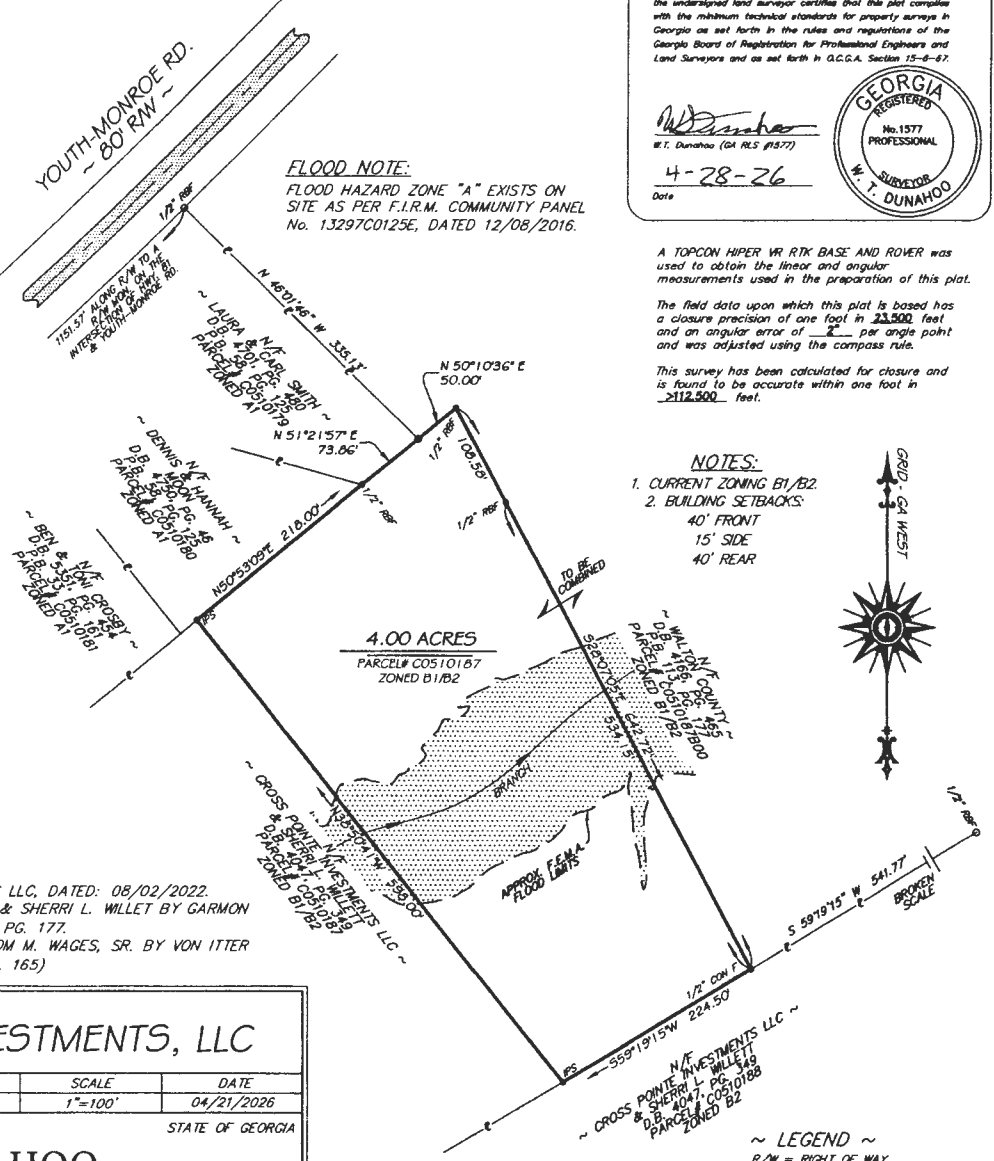
LAND LOT & DISTRICT	COUNTY	SCALE	DATE
LAND LOT 161, 4th DISTRICT	WALTON	1"=100'	04/21/2026

STATE OF GEORGIA

W.T. DUNAHOO
 & ASSOCIATES LLC

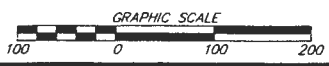
P.O. BOX 183
 (770) 867-3911
 302 W. MAY ST.
 MINDER, GEORGIA

1938 2026



A TOPCON HIPER VR RTK BASE AND ROVER was used to obtain the linear and angular measurements used in the preparation of this plat.
 The field data upon which this plat is based has a closure precision of one foot in 23,500 feet and an angular error of 2\"/>

- NOTES:
1. CURRENT ZONING B1/B2.
 2. BUILDING SETBACKS:
 40' FRONT
 15' SIDE
 40' REAR



~ LEGEND ~
 R/W = RIGHT OF WAY
 IPS = IRON PIN SET (1/2\"/>

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **June 2, 2026**

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

If so, When?

TOPIC: **Department of Human Services Lease Renewal**

Wording For Agenda: **Department of Human Services Lease Renewal**

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

*What action are you seeking from the Commissioners? **Approval of lease renewal between Walton County BOC and Department of Human Services.**

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:



STATE PROPERTIES COMMISSION
 270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
 Brian P. Kemp
 Governor

Executive Director/State Property Officer
 Marty W. Smith

May 15, 2026

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

RE: Human Services, Department of
 Family & Children Services
 Agreement Number: 7432

FY: 2027

Dear Landlord:

The Agreement ("Agreement") dated 2/1/2012, by and between Walton County Board of Commissioners ("Landlord") and Human Services, Department of ("Tenant") for 31,250 rentable square feet of Office space located at 300 Georgia Avenue, Monroe, GA 30655, will expire on 6/30/2026.

The Agreement referenced above granted to Tenant the option to extend the Term for additional periods of one (1) year each. In accordance with OCGA §50-16-41, the State Properties Commission (SPC) is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity. Therefore, by virtue of such authority, the SPC hereby notifies you of Tenant's desire to exercise this option extending the Term for a 12-month period beginning 7/1/2026 and ending 6/30/2027 under the same terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the Monthly rental rate of \$41,848.96.

STATE PROPERTIES COMMISSION

Terry S. Jones

Terry Jones
 Deputy Executive Director



Derry M. Boyd
Tax Commissioner

*Walton County Tax
Commissioner*

GOVERNMENT BUILDING
303 SOUTH HAMMOND DRIVE · SUITE 100
MONROE, GEORGIA 30655

Telephone: (770) 266-1736
Facsimile: (770) 267-1416

June 2, 2026

TO: Walton County Board of Commissioners
RE: Uncollectable Property

Gentlemen,

The following list constitutes property that has been deemed uncollectable because no property has been found to levy against. Every effort has been made to collect or locate property which to levy against.

The FiFa's against these properties will be listed as **INSOLVENT** according to O.C.G.A. 48-5-129, pending your approval.

Regards,

Derry M. Boyd
Tax Commissioner
Ex-Officio Sheriff
Walton County, GA

Insolvent/Uncollectable
2026

Parcel ID	Name	Year	Taxes	Description	Notes
P3345	78 Diesel Performance LLC	2021	\$441.06	Personal Property	Business dissolved 2023
P11760	Aero Inventory LLC	2018	\$869.44	Personal Property	Business dissolved 2021
P11540	Aero Inventory LLC	2019	\$861.64	Personal Property	Business dissolved 2021
P13560	Aero Inventory LLC	2020	\$868.71	Personal Property	Business dissolved 2021
P10905	Aero Inventory LLC	2021	\$847.08	Personal Property	Business dissolved 2021
P8522	Aero Inventory LLC	2022	\$1,644.19	Personal Property	Business dissolved 2021
P844160	Woodtex LLC	2020	\$2,058.19	Personal Property	Business dissolved
P482820	Medcross Imaging LLC	2019	\$1,023.09	Personal Property	Business dissolved 2019
P190660	Gary Davis DBA God's little Acre	2018	\$126.02	Personal Property	Statute of Limitations
P702760	Randall Sullens	2018	\$180.04	Boat	Statute of Limitations
P622480	Alyssa Roper DBA And Almost Home	2018	\$133.90	Personal Property	Statute of Limitations
P360460	Julian B Huerta-Cortez	2018	\$237.29	Boat	Statute of Limitations
C0800020A00	Amanda Singer	2018	\$29.43	Unbuildable lot	Statute of Limitations
M0110092	Flossie Jernigan	2018	\$11.80	Land locked	Statute of Limitations
M0010057B00	Calvin Handley	2018	\$20.47	Owners deceased-land locked	Statute of Limitations
P119085	Church Street Wings LLC	2022	\$146.40	Personal Property	Business dissolved 2023
P122715	Church Street Wings LLC	2023	\$120.27	Personal Property	Business dissolved 2023
P5885	Church Street Wings LLC	2024	\$108.93	Personal Property	Business dissolved 2023
P12349	Katie's KitchenFamily Style LLC	2024	\$553.06	Personal Property	Business dissolved 2024
P592365	Team Roofing & Construction LLC	2022	\$145.36	Personal Property	Business dissolved 2023
P268905	Hedgelife LLC	2022	\$96.91	Personal Property	Business dissolved 2020

Insolvent/Uncollectable
2026

P156435	David Wayne Company LLC	2023	\$188.07	Personal Property	Business dissolved 2023
P10438	David Wayne Company LLC	2024	\$180.70	Personal Property	Business dissolved 2023
P609375	Transafety Consultant LLC	2022	\$96.91	Personal Property	Business dissolved 2023
P396975	McEachern Site Services	2023	\$3,971.17	Personal Property	Business dissolved 2024
P353490	Leach Landscaping and Concrete Inc	2023	\$97.06	Personal Property	Business dissolved 2024
P149745	Crystal Clear Luxury Pools Inc	2023	\$154.50	Personal Property	Business dissolved 2023
P64755	Bogie Belle's LLC	2023	\$569.92	Personal Property	Business dissolved 2023
P12104	Schlicher Lawn Care LLC	2024	\$117.91	Personal Property	Business dissolved 2024
P11820	Royal Tropical LLC	2024	\$766.61	Personal Property	Business dissolved 2025
P11973	Boosted Motorsports LLC	2024	\$104.04	Personal Property	Business dissolved 2025
P9715	My CBD Organics	2024	\$155.04	Personal Property	Business dissolved 2024
P582780	Milton Lee Spence	2023	\$728.15	Boat-Unable to locate	Deceased
P8702	Milton Lee Spence	2024	\$707.70	Boat-Unable to locate	Deceased
P42465	Barbi Q's P42465	2022	\$605.68	Personal Property	Business dissolved 2023
	Total		\$18,966.74		



Walton County Water Department
Walton County Board of Commissioners

May 26, 2026

Water Rate Study

We put out for bid a Water Rate Study to determine that pricing is adequate to cover current operations and future operations as we transition to the Hard Labor Creek Water Treatment Plant. This study will include the anticipated cost to run the plant, the cost of the water, debt service, and long-range capital needs. Prior to putting it out to bid, we had Jacobs quote the project since they are the engineer for the water plant. Their quote came in at \$75,000. Based upon this cost, we put the study out to bid. We received three bids:

Raftelis (A large national firm out of North Carolina.)
Their quote was \$65,000.00

NewGen Strategies & Solutions (A large national firm out of Texas with an office in Atlanta)
Their quote was \$49,654.00

The Shpigler Group (A smaller firm out of Atlanta). Their quote was \$40,000

Based upon discussions with some of the clients of the firms, I am recommending we go with the low bidder of Shpigler Group. Their clients have been pleased with the end product and have re-engaged them to keep the Study current. Shpigler Group is a much smaller shop than the other two, but the comment that was given by a couple of their customers was that they are very detailed, and because of their size, they are very responsive, and you are working with the principals of the company. The company president is intimately involved in the process and has over 25 years of experience with over 300 system engagements. The three man team that will handle the engagement has 53 years of experience combined in utility consulting, rate studies, and economic modeling.

Morris Jordan
Director