



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, May 02, 2023 at 6:00 PM

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

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

## AGENDA

1. **PRESENTATIONS**
2. **MEETING OPENING**
  - 2.1. Pledge of Allegiance & Invocation
  - 2.2. Call to Order
  - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
  - 3.1. Additions/Deletions
4. **PLANNING COMMISSION RECOMMENDATIONS**
  - 4.1. Denial of CU23020018 - Outside Storage - Applicant: Michael Greenlee/Owner: Temur Jamshedi - Property located at Lance Ct. & Hwy. 20 - Map/Parcel C0070003A00 - District 2
  - 4.2. Approval of Z23020024 - Rezone 2.0 acres - 1 acre to R1 and 1 acre to B2 - Applicant: Farrukh Khan/Owner: Ricky Cobb - Property located at 206 HD Atha Road & Hwy. 78 - Map/Parcel C0750040A00 - District 3
5. **FINANCE**
  - 5.1. Request to approve application for ARPA Grant - Judge Ken Wynne
  - 5.2. Presentation of Proposed FY24 Budget
6. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*
  - 6.1. Approval of April 4, 2023 Meeting Minutes
  - 6.2. Contracts & Budgeted Purchases of \$5000 or Greater
  - 6.3. Declaration of Surplus Property
  - 6.4. Ratification of Actions taken by WCWSA on April 11, 2023

[6.5.](#) DebtBook Software Agreement - Renewal

[6.6.](#) IGA - City of Loganville - Use of West Walton Park

[6.7.](#) Georgia DNR Laboratory Services Renewal - Water Department

[6.8.](#) MOU - GDOT and Water Dept. - Roundabout SR 81 & Ozora Church Road

## 7. RESOLUTIONS

[7.1.](#) Resolution - Approving the execution and delivery of an Intergovernmental Contract with the Walton County Public Facilities Authority; to ratify certain actions previously taken by the County; to consent to the Authority taking certain actions; and for other purposes

## 8. HUMAN RESOURCES

[8.1.](#) 2023 Benefits Renewal - MSI

## 9. CONTRACTS

**9.1.** Ratification of acquisition of 192.98 acres from Bakers Farm Nature Reserve, LLC and Jack's Creek Reserve, LLC for \$325,000 for the Public Safety Complex and transaction with The Atlantic Coast Conservancy, Inc. to remove the conservation easement from 80.251 acres for \$1,600,000

## 10. ACCEPTANCE OF BIDS/PROPOSALS

[10.1.](#) Social Circle Community Center Walking Trail - Hammond Grading, Inc. - \$64,170.00

## 11. DISCUSSION

**11.1.** County Managers Report/Update

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

## 13. ANNOUNCEMENTS

## 14. EXECUTIVE SESSION

## 15. ADJOURNMENT

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

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below and return it to the County Clerk no later than 4:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form.

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

For more information, please contact Rhonda Hawk.



# Planning and Development Department Case Information

Case Number: CU23020018

Meeting Dates: Planning Commission 04-06-2023  
Board of Commissioners 05-02-2023

Current Zoning: B2

Request: Conditional Use for outside storage

Address: Lance Court/Highway 20

Map Number: C0070003A00

Site Area: 1.17 acres

Character Area: Neighborhood Residential

District 2: Commissioner – Mark Banks

Planning Commission – Pete Myers

Applicant:  
Michael Greenlee  
1586 Mars Hill Road, Suite A  
Athens, Georgia 30677

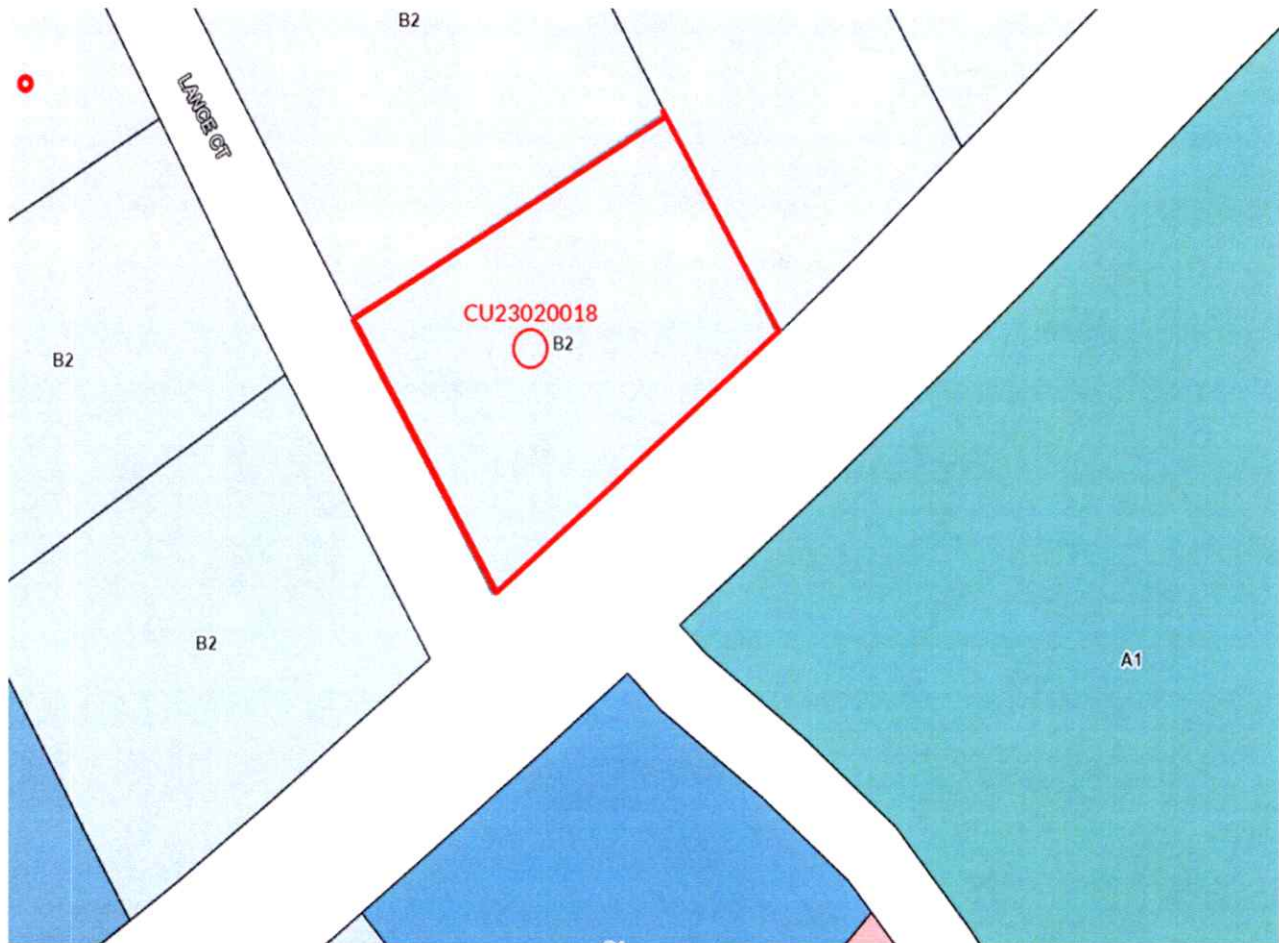
Owner:  
Temur Jamshedi  
2408 Lance Court  
Loganville, Georgia 30052





Existing Site Conditions: Property contains 1.17 acres and is vacant land.

The surrounding properties are zoned A1, B1 and B2.



**Staff Comments/Concerns: The property is zoned B2 but needs a Conditional Use for outside storage.**

### **Outdoor Storage (20)**

- A. Outdoor storage yards shall be set back at least 15 feet from any side or rear property lines.
- B. Use shall be screened by a solid fence at least eight (8) feet high.
- C. The setback distance shall be appropriately landscaped to provide a vegetative screen.

D. Outdoor storage shall not be located in any required front yard building setback area.

**History:** No History

**Comments and Recommendations from various Agencies:**

**Public Works:** Public Works recommends a commercial driveway to be installed per the Walton County Land Development Ordinance & Intersection set back requirements.

**Sheriffs' Department:** Will not impact the Walton County Sheriff's Office.

**Water Authority:** This area is served by an existing 8" water main along Lance Court (static pressure: 45 psi, Estimated Fire flow available: 1,200 gpm @ 20 psi). No system impacts anticipated.

**Fire Marshal Review:** Gated lot shall have Knox box gate access or Knox Padlock installed for emergency use. Fire hydrant shall be located within 500 ft.

**Fire Department Review:** No issues

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

**Development Inspector:** No comment received.

**DOT Comments:** Would need to coordinate with the Department for 2408 Lance Court. Inside PI 0016386 SR 20 @ 3 Intersections.

**PC ACTION 4/6/2023:**

1. **Conditional Use CU23020018 – Outside Storage – Applicant: Michael Greenlee/Owner: Temur Jamshedi-Property located on Lance Ct & Hwy 20-Map/Parcel C0070003A00 – District 2.**

**Presentation:** Michael Greenlee with Travis Pruitt & Associates presented the case. This is an undeveloped piece of property which is 1.17 acres that was recently cleared. The property is already zoned B2 as well as other properties in the area. They are asking for Conditional Use for outdoor storage. This property will be for storage of vehicles. The plan proposed is to put an 8 ft. solid fence around the property for screening and leaving vegetative screening between the property line and the fence. There already exists a utility easement off of this property. On the Staff Report Public Works recommends a commercial driveway to be installed per the Walton County Land Development Ordinance & Intersection set back requirements. The driveway location will meet the standard. The property right now is gravel. There is also stormwater pond on the back of the property, and this will have no impact on other properties in the area.

John Pringle asked was this land associated with Jet Automotive and would it be cars only and no commercial vehicles and Mr. Greenlee responded that it would be vehicles like SUV's and any sort of passenger vehicle.

**Speaking:** Ed Kistler spoke. He owns property at 2424 and 2420 Lance Court. He has an issue with the car haulers coming in. They are damaging the roads when they are unloading the car haulers. They park and unload on Lance Court and Highway 20. There has been 1 accident already. There are code enforcement issues like operating without a license and not cutting grass. Mr. Kistler presented copies to the Board. (These are marked as Exhibit A). A couple of years ago they made Copart unload on their own property and there have been no issues. Mr. Kistler also stated that there are a number of 911 calls. Mr. Kistler presented the Board with pictures. (These are marked Exhibit B).

Matt Beinke who owns 2421 Lance Court said that the only thing that he can add that Ed Kistler didn't say was the car haulers are tearing up Highway 20. They are scraping the State Highway when they turn in. He just wants to make sure that the road is not torn up and he would like the loading and unloading of vehicles to be on their own property.

Mr. Greenlee came back for rebuttal and stated that he appreciates the input. He stated that some of the items can be addressed. As far as delivery of vehicles now that they have been made aware that there are code compliance issues then maybe something

can be worked out. Mr. Greenlee stated that as far as drainage that maybe they can reconfigure the gravel and allow car haulers to pull all the way up and unload the vehicles on their property. When you approach Lance Court, it is pretty steep and the car haulers might not be able to do that. Mr. Greenlee did state that GDOT has projects coming up that might help this situation.

Timothy Kemp asked were they going to continue unloading the way they have been? And they replied – yes – that was the plan.

Temur Jamshedi, the owner of Jet Automotive, came before the Board and stated that truck drivers are independent drivers. They are told not to unload on the highway or in the road, but they do it anyway and that they can't control the truck drivers. They are only paying for a service but can't really control this.

Josh Ferguson asked if they were present when the car haulers were unloading, and it was stated that not always.

The transporters that enter Lance Court are independent contractors. Josh Ferguson stated that it is his understanding that all they do is park and unload.

It was asked about if this is done during the day then maybe they can stop them, but they stated that sometimes the vehicles are delivered at night, and they cannot specify. They are told to call them when they get there with the vehicles but most of the time they don't call.

John Pringle stated that this is already a problem, and this will make it worse.

It was also brought up that sometimes the drivers go to the BP Station across the street and load and unload there. They stated that the owner has no problem with them doing this.

Timothy Kemp asked if it was the people on Lance Court or people that travel through the area that have called 911.

John Pringle stated that he knows that they call the Sheriff's Department all the time.

**Tim Hinton asked was it fair to say that the delivery trucks are people on-line that bid for such a price and then they are employed by you to pick up, deliver and unload.**

**It was asked if it was Central Dispatch Transporter and they stated yes. They have no control over where they unload.**

**It was recommended that maybe they can revise the loading and unloading inside the property.**

**It was recommended to Mr. Greenlee to have a revised site plan done to be turned in before the Board of Commissioners meeting on May 2, 2023 that depicts how they plan to address these issues.**

**Recommendation: John Pringle stated that since you can't control the drivers and other business owners can't get in and out, that he would make a motion to deny the conditional use with a second by Timothy Kemp. The motion carried unanimously.**



### Case Information

Case Number \* CE22120018      Date \* 12/29/2022      Operator mgreer  
Status \* **C - CLOSED**      12/29/2022      Officer RMG - GREER, MATT  
Origination PHONE - TELEPHONE CALL RECEIVED

### Location Information

**Address** 2408 LANCE COURT  
City/State/Zip LOGANVILLE GA 30052  
PARCELID C007000000005600  
Unit

### Owner Entity Information

**Owner Name** UNLIMITED RESTORATION SPECIALIS  
Use Default   
Address Business - 379 CHERRY STREET  
City/State/Zip POTTSTOWN PA 19464  
Owner Phone Other - (610) 327-3505

**Complaint Description**    Origination    Defined Fields    Complaint Codes    History

COMPLAINT OF PARKING VEHICLES ON THE GRASS AND IN  
THE STREET AT 2408 LANCE COURT

*Exhibit A*

Case Information

Case Number \* CE22010016      Date \* 01/19/2022      Operator gdennis  
Status \*       01/31/2022      Officer DG - GAMADANIS, DENNIS  
Origination

Location Information

Address 2408 LANCE COURT      Q  
City/State/Zip LOGANVILLE      GA      30052  
PARCELID C007000000005800  
Unit

Owner Entity Information

Owner Name UNLIMITED RESTORATION SPECIALS  
Use Default   
Address Business - 379 CHERRY STREET  
City/State/Zip POTTSTOWN      PA      19464  
Owner Phone Other - (610) 327-3505

- Case and Location
- Origination
- Defined Fields
- Complaint Codes
- History

Parking cars on the grass and failure to maintain the grass.      ^  
Operating a business without a license.





**Case Information**

Case Number \* CE20080016      Date \* 07/01/2020      Operator mgreer

Status \* C - CLOSED      08/06/2020      Officer RMG - GREER, MATT

Origination PHONE - TELEPHONE CALL RECEIVED

Location Information	Owner Entity Information
<p><b>Address</b> 2408 LANCE COURT</p> <p>City/State/Zip LOGANVILLE GA 30052</p> <p>PARCELID C007900000005880</p> <p>Unit</p>	<p><b>Owner Name</b> UNLIMITED RESTORATION SPECIALS</p> <p>Use Default <input type="checkbox"/></p> <p>Address Business - 379 CHERRY STREET</p> <p>City/State/Zip POTTSTOWN PA 19464</p> <p>Owner Phone Other - (810) 327-3505</p>

Complaint Details    Origination    Defined Fields    Complaint Codes    History

COMPLAINT OF CARS FROM JET AUTO SALES BEING PARKED ON THE GRASS IN FRONT OF THE CAR LOT AND TALL GRASS AND WEEDS ON THE LOT AT 2408 LANCE COURT.





EXHIBIT B

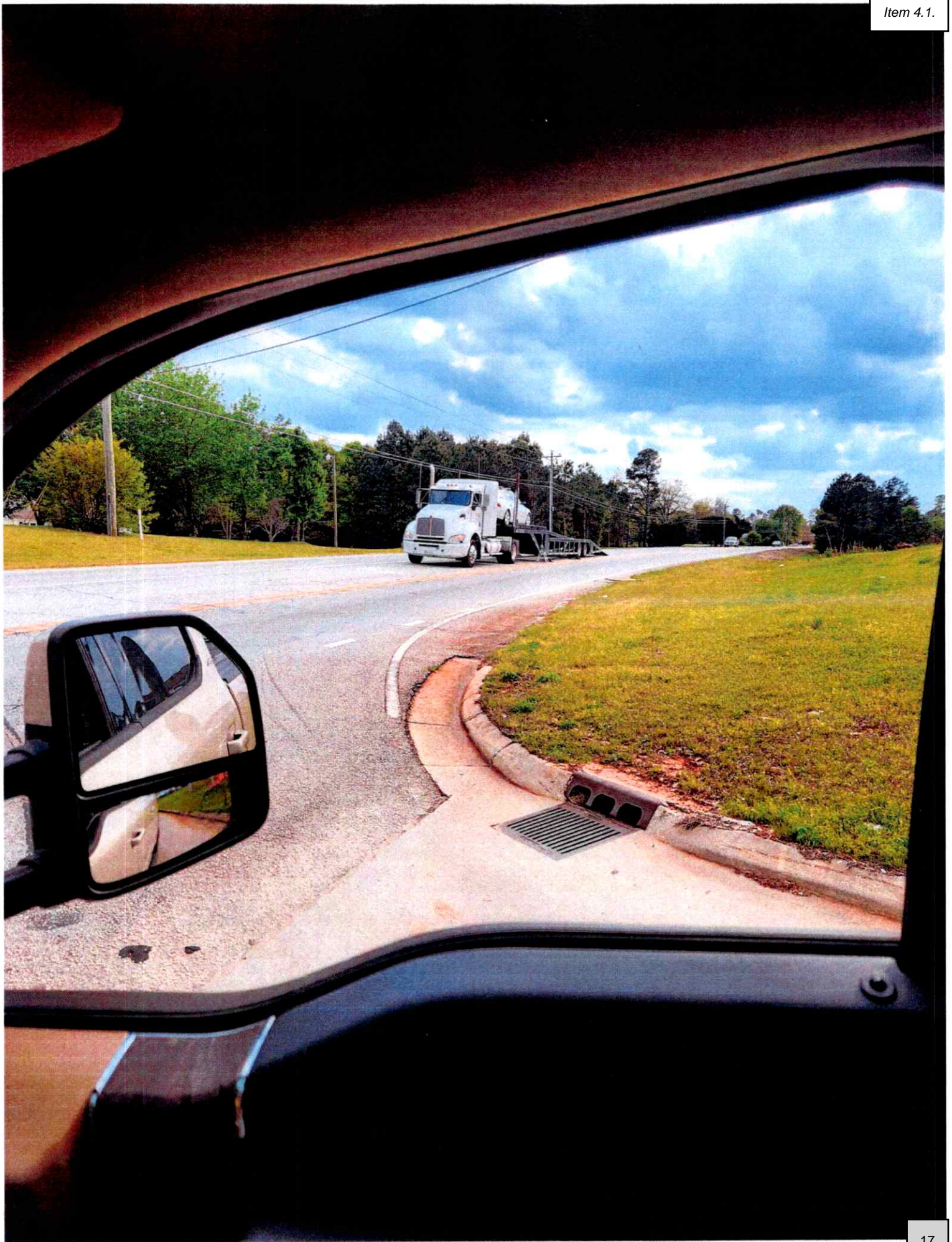


















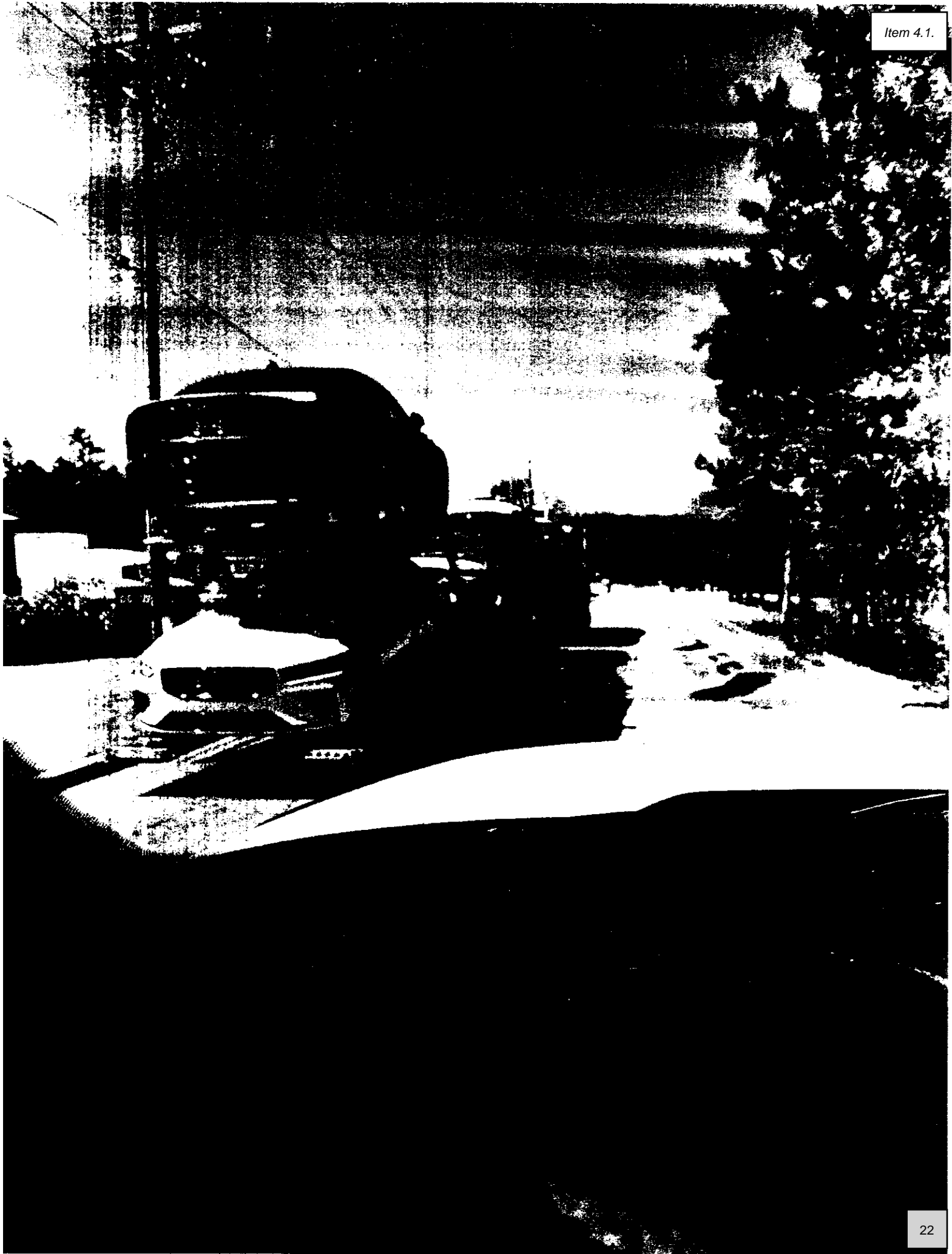












# Conditional Use Application # CU 23020018

Planning Comm. Meeting Date 4-6-2023 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2<sup>nd</sup> Floor)**

Board of Comm Meeting Date 5-2-2023 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** C0070003A00

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Michael Greenlee</u>	<u>Temur Jamshedi</u>
<u>1586 Mars Hill Road, Suite A</u>	<u>2408 Lance Court</u>
<u>Athens, GA 30677</u>	<u>Loganville, GA 30052</u> <small>(If more than one owner, attach Exhibit "A")</small>
E-mail: <u>mgreenlee@travispruitt.com</u>	
Phone # <u>706-310-1551</u>	Phone # <u>(510) 962-4747</u>
Location <u>Lance Court, Loganville, GA 30052</u> Present Zoning <u>B2</u> Acreage <u>1.17</u>	
Existing Use of Property: <u>Vacant Lot</u>	
Existing Structures: <u>None</u>	
Property is serviced by:	
Public Water: <u>N/A</u> Provider: <u>Walton County</u> Well: <u>N/A</u>	
Public Sewer: <u>N/A</u> Provider: <u>Not Available</u> Septic Tank: <u>N/A</u>	
The purpose of this conditional use is: <u>to provide outdoor storage of vehicles that are not commercial in type. There are no buildings proposed.</u>	
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.	
<u>[Signature]</u> Signature	<u>2/21/2023</u> \$ <u>350.00</u> Date Fee Paid <input checked="" type="checkbox"/>
<b>Public Notice sign will be placed and removed by P&amp;D Office</b> Signs will not be removed until after Board of Commissioners meeting	
<b>Office Use Only:</b>	
Existing Zoning <u>B2</u>	Surrounding Zoning: North <u>A1 B1</u> South <u>B2</u> East <u>B2</u> West <u>B2</u>
Comprehensive Land Use: <u>Neighborhood Residential</u>	
Commission District: <u>2-Banks</u>	Watershed: <u>Big Haynes Walton W-P1</u>

I hereby withdraw the above application \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORIZATION  
BY PROPERTY OWNER**

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

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

Name of Applicant: Michael Greenlee


Address: 1586 Mars Hill Road, Suite A, Athens, GA 30677

Telephone: 706-310-1551

Location of Property: Lance Court, Loganville, GA 30052

Map/Parcel Number: C0070003A00

Current Zoning: B2 Requested Zoning: B2 (CU)

  
Property Owner Signature

Property Owner Signature

Print Name: Temur Jamshedi  
2408 Lance Court,

Print Name: \_\_\_\_\_

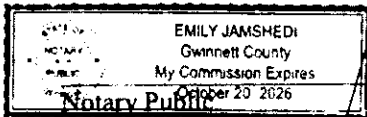
Address: Loganville, GA 30052

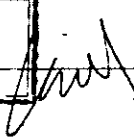
Address: \_\_\_\_\_

Phone #: (510) 962-4747

Phone #: \_\_\_\_\_

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



 2/14/23  
Date



### Standard Review Questions:

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

#### Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.
  - An 8' high solid fence shall be installed in order to screen adjacent properties from the proposed outdoor storage. The outdoor storage also falls within the appropriate setbacks in accordance with the Walton County Comprehensive Land Development Ordinance.
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.
  - A concrete apron will be added as an access to enter and exit the proposed outdoor storage. There will be no impacts that would hinder or endanger vehicular or pedestrian movement.
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.
  - All proposed site elements were designed in accordance with the Walton County Comprehensive Land Development Ordinance.
4. Public facilities and utilities are capable of adequately serving the proposed use.
  - Public water and sewer are not needed to serve the proposed outdoor storage. However, Walton County water is available to serve the site.
5. The proposed use will not adversely affect the level of property values or general character of the area.
  - The subject property is surrounded by properties of similar use, therefore the proposed use will not affect the level of property values or general character of the area. In addition, the proposed screening fence will provide an additional layer of protection for adjacent properties.



## **Letter of Intent**

Walton County  
Conditional Use Application

Applicant:

Jet Auto Sales

*c/ o* Travis Pruitt & Associates

Property:

+/- 1.17 acres at Lance Court and GA Hwy 20

**Submitted for Applicant by:**

Michael Greenlee, PE

TRAVIS PRUITT & ASSOCIATES

1586 Mars Hill Road

Watkinsville, Georgia 30677

706.310.1551

[mgreenlee@travispruitt.com](mailto:mgreenlee@travispruitt.com)

**I. INTENDED USE**

The subject property is approximately 1.17 acres of land located at the northeast corner of the intersection of Lance Court with GA Highway 20 in unincorporated Walton County ("Property"). The Property consists of Tax Parcel C0070003A00. The Property is currently zoned B2 (Highway Business District). The Property is currently vacant and was previously cleared and graded.

The Owner, Temur Jamshedi ("Owner") and Authorized Representative, Travis Pruitt & Associates (Representative), request the Property be granted a conditional use (B2 (CU)) to develop an outdoor facility in accordance with the Supplemental Use Regulations in Article 6 of the Walton County Comprehensive Land Use Development Ordinance. The following requirements will be met:

- A. Outdoor storage yards shall be set back at least 15 feet from any side or rear property lines.
- B. Use shall be screened by a solid fence at least eight (8) feet high.
- C. The setback distance shall be appropriately landscaped to provide a vegetative screen.
- D. Outdoor storage shall not be located in any required front yard building setback area.

The development will consist of a gravel storage area, a concrete driveway apron with access to Lance Court, a stormwater management facility, and an 8' solid fence, and vegetative screening between the fence and the property line.

Applicant's requested Conditional Use of the Property should be approved as the proposed improvements are in accordance with the supplemental standards set forth in the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County Georgia. Applicant's proposed use is consistent with the vision for the County's future development and Character Area Map as presented in the Comprehensive Plan as adopted on June 7, 2022. The B2 zoning is compatible with the Neighborhood Residential character area and the commercial land use is determined to be an appropriate land use. The proposed land use will support a local business located on Lance Court. Additionally, the development will comply with all zoning and development regulations-including for B2 properties. For all of these reasons and satisfaction of the zoning criteria, Applicant respectfully requests that a conditional use of the Property be approved by the Walton County.

**II. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that this application be granted as requested by the Applicant and the conditional use approved. If there are any questions about this request, you may contact me at 706.310.1551 or [mgreenlee@travispruitt.com](mailto:mgreenlee@travispruitt.com).

Sincerely,



Michael Greenlee, PE, PTOE  
Travis Pruitt & Associates  
Applicant on Behalf of Owner





# Planning and Development Department Case Information

Case Number: Z23020024

Meeting Dates: Planning Commission 04-06-2023  
Board of Commissioners 05-02-2023

Current Zoning: A1

Request: Rezone 2.00 acres from A1 to R1 on one acre with existing house and B2 on one acre to combine with adjoining B2 lot.

Address: 206 H D Atha Road/Highway 78

Map Number: C0750040A00

Site Area: 2.00 acres

Character Area: Neighborhood Residential

District 3: Commissioner – Timmy Shelnett    Planning Commission – John Pringle

Applicant:  
Farrukh Khan  
4285 Eddie Byrd Lane  
Loganville, Georgia 30052

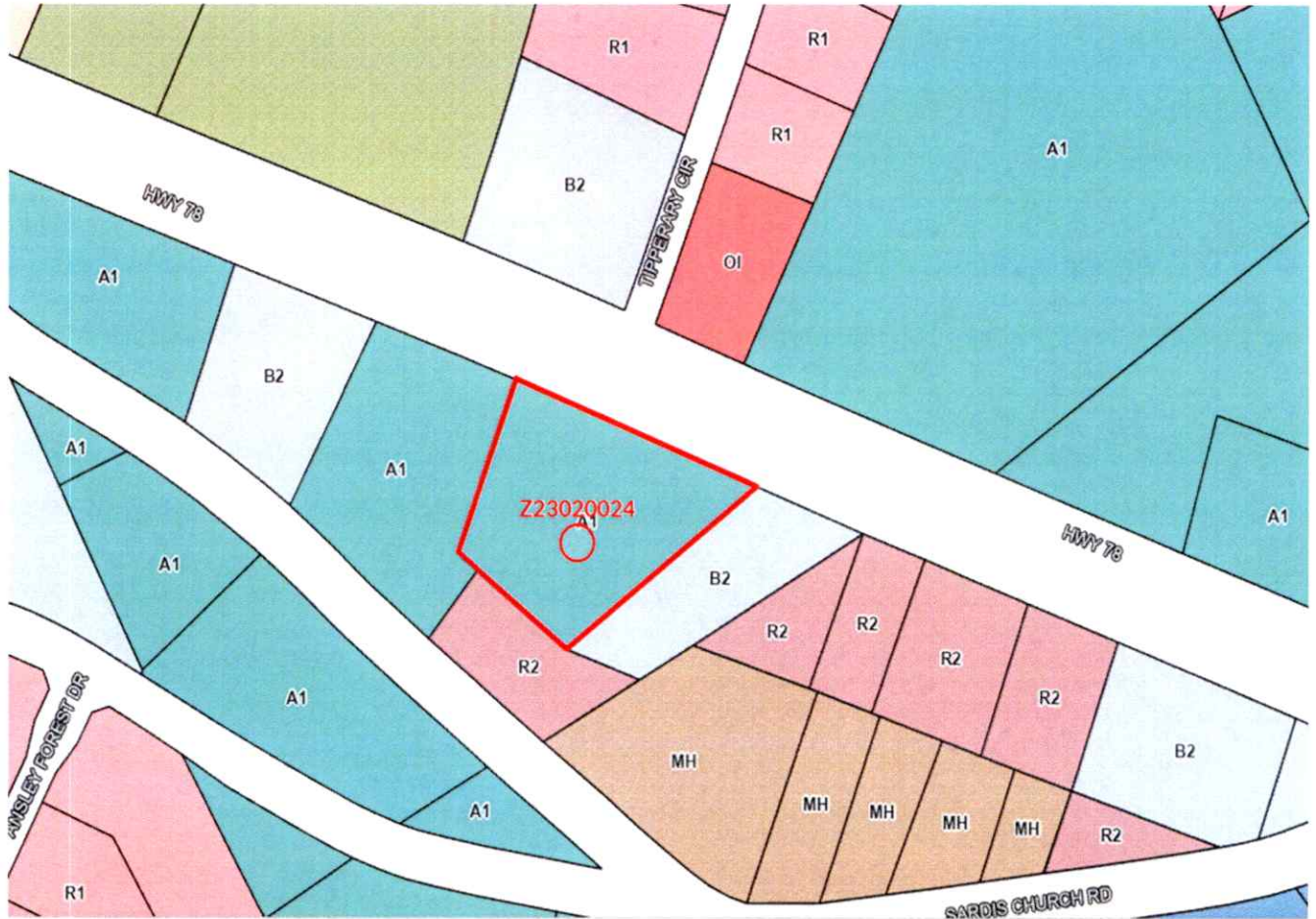
Owner:  
Ricky Cobb  
206 HD Atha Road  
Monroe, Georgia 30655



Existing Site Conditions: Property consists of 2 acres.



The surrounding properties are zoned B2, OI, A1 and R2.



**Staff Comments/Concerns:** Applicant already owns the property to the east that is zoned B2. He would like to combine this 1 acre with his parcel. Mr. Cobb will keep the 1 acre to be rezoned to R1 for his single family home.

**History:**

LU19030015 & Z19020020	Danny & Ricky Cobb	Change Land Use from Highway Corridor to Suburban & Rezone from R2 to A1 to allow for chickens	C0750040 & C0750040A00  1866 US Hwy 78 & 206 HD Atha Road	Approved w/conditions that chickens must be behind a 6 ft opaque fence
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**Comments and Recommendations from various Agencies:**

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

**Sheriffs' Department:** Will not impact the Walton County Sheriff's Office.

**Water Authority:** This area is served by an existing 10" water main along Highway 78 (static pressure: 75 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Marshal Review:** If building is erected or used for business purposes the following shall apply: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County ordinances. Fire hydrant shall be located within 500 ft.

**Fire Department Review:** Access off Highway 78 will cause safety concerns for responding units without decel lane if building is erected.

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

**Development Inspector:** No comment received.

**DOT Comments:** Would need to coordinate with the Department for the following address: 206 HD Atha Road. If any work occurs within the R/W.

**PC ACTION 4/6/2023:**

- 1. Rezone – Z23020024 – Rezone 2.00 acres – 1 acre to R1 and one acre to B2 – Applicant: Farrukh Khan/Owner: Ricky Cobb -Property located on 206 HD Atha Rd & Hwy 78- Map/Parcel C0750040A00– District 3.**

**Presentation:** Ricky Cobb stated that he wants to sell 1 acre and stop paying taxes on it and he doesn't use it, so he wanted to sell to Farrukh Khan.

John Pringle asked so all you want to do is to rezone to sell, and Mr. Cobb stated yes.

Farrukh Khan stated that he owns the property next door to the property and wants to do a car lot there.

**Speaking:** None

**Recommendation:** John Pringle made a motion to recommend approval as submitted with a second by Timothy Kemp. The motion carried unanimously.

# Rezone Application # Z23020024 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 4-6-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**  
Board of Comm Meeting Date 5-2-2023 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

**Map/Parcel** C0750040A00

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>FARRUKH J KHAN</u>	<u>Ricky Cobb</u>
<u>4285 EDDIE BYRD LN</u>	<u>206 HD Atha Rd.</u>
<u>LOGANVILLE, GA 30052</u>	<u>Monroe, Ga - 30655</u>

E-mail address: FARRUKH.KHAN@HOTMAIL (If more than one owner, attach Exhibit "A")

Phone # 706 284 0602 Phone # \_\_\_\_\_

Location: 206 HD Atha Rd. Hwy 78 Requested Zoning R1/B2 Acreage 2.00 ONE

Existing Use of Property: Residential

Existing Structures: House

The purpose of this rezone is Split property in half (one ACR)  
R1 and One Acre B2

Property is serviced by the following:

Public Water:  Provider: \_\_\_\_\_ Well: \_\_\_\_\_

Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank:

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

Signature [Signature] Date 07/23/2023 Fee Paid \$ 450.00

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

**Office Use Only:**

Existing Zoning A1 Surrounding Zoning: North B2/I/A1 South R2/A1  
East B2 West A1

Comprehensive Land Use: Neighborhood Residential **DRI Required?** Y \_\_\_\_\_ N

Commission District: 3-Shelburne Watershed: \_\_\_\_\_ TMP \_\_\_\_\_

I hereby withdraw the above application \_\_\_\_\_ Date \_\_\_\_\_



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

**Provide written documentation addressing each of the standards listed below:**

1. Existing uses and zoning of nearby property;

B2 East Side  
Residential and office Industrial  
\_\_\_\_\_  
\_\_\_\_\_

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;

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

Gain to the public  
\_\_\_\_\_  
\_\_\_\_\_

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

Suitable because B2 is beside it/here  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: FARRUKH KHAN

Address: 4285 EDNIE BYRD LN. LOGANVILLE GA 30052

Telephone: TEL 284 0602

Location of Property: \_\_\_\_\_

Map/Parcel Number: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Requested Zoning: \_\_\_\_\_

\* Ricky Cobb  
Property Owner Signature

Property Owner Signature

Print Name: Ricky Cobb

Print Name: \_\_\_\_\_

Address: 206 HD Athard Rd

Address: \_\_\_\_\_

Phone #: 470 598-6493

Phone #: \_\_\_\_\_

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

Tracie S. Malca  
Notary Public

2/27/2023  
Date









**W. Kendall Wynne, Jr.**

**Judge Superior Courts  
Alcovy Judicial Circuit**

1132 USHER STREET, ROOM 208  
COVINGTON, GEORGIA  
30014  
TELEPHONE (770) 788-3781  
FAX (770) 784-1868

NEWTON AND WALTON  
COUNTY

April 14, 2023

ARPA Grants Committee  
c/o Administrative Office of the Courts  
244 Washington Street, Suite 300  
Atlanta, GA 30334-5900  
[ARPA@georgiacourts.gov](mailto:ARPA@georgiacourts.gov)

RE: Alcovy Judicial Circuit Audio-Visual Modernization

To Whom It May Concern,

On behalf of the Alcovy Judicial Circuit, we offer the following in support of our Audio-Visual Modernization funding request.

*Background*

The Alcovy Judicial Circuit is a two-county circuit made up of Newton and Walton Counties. The Newton County courthouse was built in 1999 with an office and courtroom expansion completed in 2018. The Walton County courthouse was built in 2004 with a courtroom expansion completed in 2022. Currently, Newton County has 4 courtrooms available for use by the Superior Court and Walton County has 4 courtrooms for Superior Court use. All courtrooms are available for use by the lower classes of court as needed with scheduling preference given to Superior Court.

*Audio-Visual Need*

Since the construction of the courthouses, with the exception of one Walton County courtroom renovated, expanded, and updated with new A/V technology in 2022, the audio-visual capabilities of the seven remaining courtrooms in the circuit remains largely "as is" from those building dates. Occasional funds available have resulted in minor upgrades to the technology and to replace aging or broken components.

Problems exist with the audio-visual equipment in courtrooms in both counties. In some courtrooms in Newton County, the public address system no longer works at all or works

poorly, with humming audible when the system volume is increased. Additionally, the public address equipment in Walton County was removed with the installation of pandemic-related videoconferencing equipment to eliminate feedback and echo. The ARPA funds requested will result in current technology in all Superior Court courtrooms and, more importantly, technology that is consistent across all courtrooms in both counties for ease of use by judges, court staff, litigants, and attorneys.

*Scope of Work*

Proposals were sought by local A/V firms with local input provided by court staff and county IT and facilities personnel. The included proposals identify a variety of A/V modernization including: upgraded audio with fixed and/or wireless microphones and speakers; assistive listening and assistive display devices; Pan-Tilt-Zoom and fixed cameras; audio-video system processing with remote conferencing ability (i.e., control panels to control an audio-visual system); projectors and/or screens, TVs and monitors; A/V system racks; cabling; court reporter interface; media/press feeds for high profile cases; and design, engineering, and installation. These components will be integrated into a complete A/V system along with evidence presentation.

*Pricing*

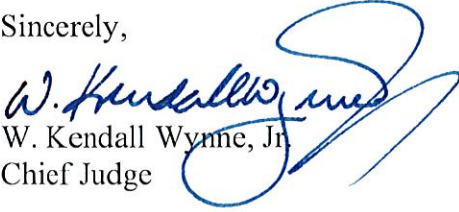
I assumed responsibility for this grant after the former Chief Judge retired December 31, 2022, and therefore had a very short timeline in which to get up to speed on the grant requirements. Staff made attempts to solicit proposals from multiple vendors in order to have some idea of the cost of the project. Given the short timeline, however, we received only three proposals to date, but all are in the same ballpark, showing the reasonableness of the costs in this area. While these proposals were not obtained pursuant to local competitive bidding requirements because of the short timeline, the circuit will meet those requirements before awarding any contracts and undertaking the project if the committee approves this request.

As the proposals differ in their estimates, for purposes of the application, we have estimated a cost of \$115,000 per courtroom which is the higher end of the costs per courtroom received in the proposals. While some courtrooms may be a bit more and some less, this cost is reasonable given the likelihood that components may not be available due to supply chain issues and must be swapped out and some funds must be set aside for any electrical and cabling not handled by the A/V vendor.

*Project Timeline*

Total project completion will be determined based upon the signing of a contract with the selected vendor, the start date and the availability of components. We have been told that we can expect up to 3 weeks per courtroom once all materials are available. All vendors have indicated that the work can be completed in 6 months.

Sincerely,

  
W. Kendall Wynne, Jr.  
Chief Judge

### JUDICIAL COUNCIL ARPA GRANT APPLICATION

Prior to completing this application, please review the ARPA [Overview and Instructions](#). The Application Notes on pages 10-14 of this document also highlight important instructions for certain sections. Please complete all sections to receive full consideration for federal [American Rescue Plan Act](#) (ARPA) grant funding allocated to the Judicial Branch. Type "N/A." if a particular section is not applicable.

**Type of Application (check applicable box):**

- New grant application (no current award)
- Amend CY 2023 Award as described below

**Judicial Circuit or Appellate Court Name**

Alcovy Judicial Circuit

**Chief Judge/Justice of Judicial Circuit or Appellate Court Address**

First Name		Last Name	
W. Kendall		Wynne	
Street			
1132 Usher St., Room 213			
City		ZIP Code	
Covington	GA	30014	
E-mail Address		Business Phone	
<a href="mailto:kwynne@co.newton.ga.us">kwynne@co.newton.ga.us</a>		770-788-3781	

**Application Contact**

Name the point of contact for application questions and status updates:

First Name		Last Name	
Kathy		Kitchens	
Job Title		Business Phone	
Judicial Assistant		770-788-3781	
<a href="mailto:kkitchens@co.newton.ga.us">kkitchens@co.newton.ga.us</a>			

E-mail Address (application status updates):

**Grant Compliance Official**

Name the person who will be responsible for ARPA grant compliance:

First Name		Last Name	
T.J.		BeMent	
Job Title		Business Phone	
District Court Administrator		706-613-3173	
<a href="mailto:tjbement@gmail.com">tjbement@gmail.com</a>			

E-mail Address (grant compliance/reporting):



**Grant Reimbursement Official (Fiscal Agent)**

Name the person from the lead county serving as the fiscal agent for the requested ARPA funds:

First Name		Last Name	
Milton		Cronheim	
Job Title		Business Phone	
Director of Finance		770-267-1964	
Street			
303 S. Hammond Dr.			
City		ZIP Code	County
Monroe	GA	30655	Walton

[Milton.cronheim@co.walton.ga.us](mailto:Milton.cronheim@co.walton.ga.us)

E-mail Address (grant reimbursement matters)

**(A) USE OF ARPA FUNDS SUMMARY**

The Alcovy Circuit (composed of Walton County and Newton County) has implemented the ARPA funds by creating new positions in the District Attorney’s Office, increasing the availability of senior judges, and providing overtime compensation for courtroom security personnel.

The District Attorney’s Office hired three of the four positions originally awarded for two investigators and two investigative assistants. The Office hired one investigator and one investigative assistant for Walton County and one investigative assistant for Newton County. These positions handle serious violent felony (“SVF”) cases, freeing the non-grant funded investigators to handle routine felony cases. These new positions have allowed the office to close more SVF cases than in previous years, as evidenced by the improved clearance rate for SVF cases, which is slightly higher than the pre-pandemic rate. These positions have been vital to this effort and the effort to reduce the overall felony case backlog created by Covid-19.

The District Attorney's Office is seeking to continue funding for the three ARPA-funded positions: one investigator in Walton County, one investigative Assistant in Walton County, and one investigative Assistant in Newton County. The Office is no longer seeking to fill the other investigator position in Newton County due to a lack of qualified candidates. Qualified candidates in Newton County felt they were able to find better paying jobs (the pay in Newton County is lower than in Walton County) and were not interested in a grant-funded position that is only guaranteed for a limited time period. [CYCLE 1]

The Alcovy Circuit has used the grant funds allocated to senior judges to increase the number of jury trials by setting special trial sessions using multiple judges (including senior judges) sitting simultaneously in multiple courtrooms and by using senior judges to preside over motions calendars while the elected judges held jury trials. Senior judge funds allowed the Alcovy Circuit to hold five more trial weeks than originally scheduled, resulting in guilty pleas, settlements, and jury verdicts, thereby decreasing the backlog existing due to Covid-19. [CYCLE 1]

Although the Alcovy Circuit is not renewing its request for overtime funds for courtroom security personnel, these funds have permitted the circuit to extend court time and dispose of more cases.

**(B) CASE BACKLOGS REQUIRED TO JUSTIFY ARPA FUNDS**

**(1) Description of Case Backlogs**

The Alcovy Circuit has increased the number of trial weeks per year to reduce the backlog caused by the pandemic. In a normal year, the circuit may have 40 trial weeks. However, in 2022, the circuit completed 46 trial weeks, including five weeks with the assistance of at least one senior judge. This allowed the circuit to begin to reduce the backlog of serious violent felony cases, returning our clearance rate to the same as, or slightly better than, pre-pandemic rates.

In 2020, the circuit saw the number of pending felony cases jump from 3,733 at the end of 2019 to 3,851 at the end of 2020. In 2022, the circuit succeeded in decreasing the number of pending felony cases to near the pre-pandemic level due, in part, to the ARPA funds allocated to the circuit. For CY2023, the Alcovy Circuit will continue to use additional senior judge days to cover trials and hearings to work through the backlog of cases, prioritizing SVF cases.

Additional funds for Eligible Administrative Expenses include ADR Mediation and Judicially Hosted Settlement Conferences, Court Reporting, a Grants Manager, and A/V Equipment Modernization. These funds will assist in grant administration, paying for court transcripts, and diversion of cases for resolution by means other than trial. The A/V Equipment Modernization funds will upgrade our audio capabilities and our ability to hold hearings via videoconferencing platforms, while increasing the efficiency of trials and hearings through improved courtroom evidence presentation.

**(2) Case Backlog Data (NOTE: The Case Backlog Data is from a report produced by Tyler Technologies, the vendor for the case management system used by both Newton County and Walton County. I am told by the Newton County Clerk’s Office that this report, developed by the vendor for the ARPA grant, was not available when the initial grant application was submitted, and it appears these numbers vary from those in the initial application for that reason. However, these figures represent the best data available to us at this time. Additionally, the vendor incorrectly counts child molestation as a serious violent felony. We are working with them to correct this and will submit amended data as they are available.)**

(a) Cases Pending

As of Date	Cases Pending by Case Type			
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases	Serious Violent Felony Cases % of All Felony Cases Pending
12/31/2019	9,419	3,733	180	4.8%
12/31/2020	9,371	3,851	177	4.6%
12/31/2021	9,393	3,752	191	5.1%
12/31/2022	9,784	3,740	202	5.4%
2/28/2023	9,915	3,887	201	5.2%

*Note:* For this chart, enter the number of cases pending in each box. Only include cases pending in the courts applying for ARPA funds. “Serious Violent Felony Cases” means the types of cases listed in OCGA § 17-10-6.1 (a) (1)-(7) only.

(b) Number of Jury Trials

Date Range	Number of Jury Trials by Case Type		
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases
1/1/19 - 12/31/19	46	33	17
1/1/20 - 12/31/20	19	17	5
1/1/21 - 12/31/21	39	32	10
1/1/22 - 12/31/22	48	35	10
1/1/23 - 2/28/23	10	6	3

*Note:* For this chart, include the total number of jury trials conducted during the date ranges indicated. “Serious Violent Felony Cases” means the types of cases listed in OCGA § 17-10-6.1 (a) (1)-(7) only.

(c) Clearance Rates

Date Range	Clearance Rates (%) by Case Type		
	All Cases (Civil & Criminal)	All Felony Cases	Serious Violent Felony Cases
1/1/19 - 12/31/19	95.9%	46.8%	2.1%
1/1/20 - 12/31/20	100.9%	49.0%	2.0%
1/1/21 - 12/31/21	100.0%	53.9%	1.9%
1/1/22 - 12/31/22	92.6%	48.8%	2.4%
1/1/23 - 2/28/23	88.9%	38.1%	2.2%

*Note:* For this chart, include the number of disposed cases as a percentage of the number of filed cases for the date ranges indicated within each category. “Serious Violent Felony Cases” means the types of cases listed in OCGA § 17-10-6.1 (a) (1)-(7) only.



(d) Description of Pending Warrants and Unindicted Cases

Newton County currently has 628 pending warrants and unindicted cases.  
Walton County currently has 788 pending warrants and unindicted cases.  
Data received did not provide a breakdown of warrants and unindicted cases.

**(C) TOTAL ARPA GRANT FUNDS REQUESTED FROM THE JUDICIAL COUNCIL TO ADDRESS CASE BACKLOGS**

- (1) Overall total ARPA grant funds requested to address case backlogs: \$ 1,071,384.
- (2) Amount of overall total ARPA grant funds requested that will be dedicated to addressing backlogs of serious violent felonies (as defined in OCGA § 17-10-6.1 (a)): \$ 543,630.
- (3) Overall number of staff and contractor positions requested: 5.
  - (a) Overall number of full time staff positions: 3.
  - (b) Overall number of part time staff positions: 1.
  - (c) Overall number of contractor positions: 1.
- (4) Portion of overall number of staff and contractor positions requested that will be dedicated to addressing backlogs of serious violent felonies (as defined in OCGA § 17-10-6.1 (a)): 4.
  - (a) Full time staff positions dedicated to serious violent felonies: 3.
  - (b) Part time staff positions dedicated to serious violent felonies: 1.
  - (c) Contractor positions dedicated to serious violent felonies: 0.

Note: As used in this application, “staff” means government employee.

**(D) ARPA GRANT FUNDS REQUESTED OR RECEIVED FROM OTHER SOURCES TO ADDRESS CASE BACKLOGS**

- (1) Applicants (except appellate courts) are required to request ARPA funds from one or more counties in their circuit. Have you requested ARPA funds from any counties in your circuit?  
 Yes  No

(2) List the counties from which you have requested ARPA funds (attach request & response):

County	Purpose(s) For Which ARPA Funds Were Requested with Dates Requested	Amount Requested	Amount Approved
Newton County	<i>Please see attached letter. Newton County did not respond.</i>	\$	\$
Walton County	<i>Please see attached letter and response.</i>	\$	\$

Note: If your request for county ARPA funds and/or the county’s response was verbal (i.e., not in writing), please attach a memorandum documenting your request and/or the county’s response.

(3) County Resources Provided to Courts

Walton County renovated and expanded an existing courtroom at a cost of over \$700,000 in 2022, upgrading its A/V capabilities in the process.

- (4) Total ARPA grant funds requested from other sources: \$ 0.
- (5) Total ARPA grant funds received from other sources: \$ 0.
- (6) Total ARPA grant funds from other sources expended to date: \$ 0.
- (7) Total ARPA grant funds from other sources obligated to date: \$ 0.

**(E) REQUESTS UNDER EACH ARPA EXPENDITURE CATEGORY (EC)**

**(1) Payroll-Public Sector Staff Responding to Case Backlogs (EC 3.1; 31 CFR § 35.6 (b) (3))**

**(ii) (E) (1))**

- (a) Subtotal of funds requested for this EC: \$ 213,466.
- (b) Amount of subtotal for this EC dedicated to addressing the backlog of serious violent felonies, as defined in OCGA § 17-10-6.1 (a): \$ 128,080.
- (c) More than 50 percent of **total personnel costs** awarded each calendar year **under this EC** must be dedicated to serious violent felonies, as defined in OCGA § 17-10-6.1 (a). What percentage of the personnel costs requested under this EC will be dedicated to serious violent felonies? 60%.
- (d) Overall number of staff positions to be funded under this EC: 4.
  - (i) Full time staff positions: 3.
  - (ii) Part time staff positions: 1.
- (e) Number of staff positions requested under this EC dedicated to serious violent felonies, as defined in OCGA § 17-10-6.1 (a): 4.
  - (i) Full time staff positions: 3.
  - (ii) Part time staff positions: 1.
- (f) The following applies for this EC only (check one):
  - Maintain CY 2023 award for this EC with no amendments.
  - Maintain CY 2023 award for this EC with the following amendments:
    - No funds have been awarded for this EC in CY 2023, so the following describes a new request:
    - No funds are requested for this EC.

SENIOR JUDGES: Senior Judges funds to allow judges to address the backlog of serious violence felony cases and continue to manage their current caseload with the support of twenty (20) additional senior judge days. (\$13,280 – CYCLE 1)

OFFICE OF THE DISTRICT ATTORNEY: To reduce the backlog of serious violent felonies, the District Attorney’s Office will use the funds requested to support one (1) investigator position and two (2) investigative assistant positions. The investigators will focus on serious violent felonies within the Alcovy Judicial Circuit. The investigative assistant positions will be used to shift more tasks from other investigators to the investigative assistants so that the investigators will have more time available to focus on serious violent felonies.

The positions were granted in the 2022 ARPA Application, and as described in that

application, will last for a term of three years with an ARPA Application filed each year to renew the positions at the salaries described in the initial application. (\$200,186 – CYCLE 1)

**(2) Court-Based Mental Health Diversion** (EC 1.12; 31 CFR § 35.6 (b) (3) (i) (C))

- (a) Subtotal of funds requested for this EC: \$ 0
- (b) Overall number of staff and contractor positions to be funded under this EC: 0.
  - (i) Full time staff and contractor positions: 0.
  - (ii) Part time staff and contractor positions: 0.
- (c) The following applies for this EC only (check one):
  - Maintain CY 2023 award for this EC with no amendments.
  - Maintain CY 2023 award for this EC with the following amendments:
  - No funds have been awarded for this EC in CY 2023, so the following describes a new request:
  - No funds are requested for this EC.

N/A

**(3) Court-Based Substance Use Diversion** (EC 1.13; 31 CFR § 35.6 (b) (3) (i) (C))

- (a) Subtotal of funds requested for this EC: \$ 0
- (b) Overall number of staff and contractor positions to be funded under this EC: 0.
  - (i) Full time staff and contractor positions: 0.
  - (ii) Part time staff and contractor positions: 0.
- (c) The following applies for this EC only (check one):
  - Maintain CY 2023 award for this EC with no amendments.
  - Maintain CY 2023 award for this EC with the following amendments:
  - No funds have been awarded for this EC in CY 2023, so the following describes a new request:
  - No funds are requested for this EC.

N/A

**(4) Court-Based Eviction Prevention and Diversion** (ECs 2.2, 2.18; 31 CFR § 35.6 (b) (3) (ii)

(A) (1), (5))

- (a) Subtotal of funds requested for this EC: \$ 0
- (b) Overall number of staff and contractor positions to be funded under this EC: 0.
  - (i) Full time staff and contractor positions: 0.
  - (ii) Part time staff and contractor positions: 0.
- (c) The following applies for this EC only (check one):
  - Maintain CY 2023 award for this EC with no amendments.
  - Maintain CY 2023 award for this EC with the following amendments:
  - No funds have been awarded for this EC in CY 2023, so the following describes a



new request:

- No funds are requested for this EC.

N/A

**(5) Temporary Facilities or Workspace to Respond to Case Backlogs** (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4))

- (a) Subtotal of funds requested for this EC: \$ 0.
- (b) Amount of subtotal for this EC dedicated to addressing the backlog of serious violent felonies, as defined in OCGA § 17-10-6.1 (a): \$ 0.
- (c) The following applies for this EC only (check one):
  - Maintain CY 2023 award for this EC with no amendments.
  - Maintain CY 2023 award for this EC with the following amendments:
  - No funds have been awarded for this EC in CY 2023, so the following describes a new request:
  - No funds are requested for this EC.

N/A

**(6) ARPA-Eligible Administrative Expenses** (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (3)-(4))

- (a) Subtotal of funds requested for this EC: \$ 52,918.
- (b) Overall number of staff and contractor positions to be funded under this EC: 0.
  - (i) Full time staff and contractor positions: 0.
  - (ii) Part time staff and contractor positions: 1.
- (c) The following applies for this EC only (check one):
  - Maintain CY 2023 award for this EC with no amendments.
  - Maintain CY 2023 award for this EC with the following amendments:
  - No funds have been awarded for this EC in CY 2023, so the following describes a new request:
  - No funds are requested for this EC.

Supplies & Materials (\$5,000 – CYCLE 1): The Office of the District Attorney renews its request for funds to cover the cost of supplies and materials for the three positions it is seeking in this grant. The supplies and materials include computer software and programs for each new position, and supplies necessary for the positions, including vests, phones, and protective equipment.

Grants Coordinator (\$12,918 – CYCLE 1): in lieu of supplement for DCA and staff and to support local county grant management efforts, the 10th District will contract with a Grants Coordinator as a part-time 1099 contractor for approximately 8 hours per week at \$30/hour plus FICA.

ADR Mediation and Judicially Hosted Settlement (\$10,000 – CYCLE 1): The Alternative Dispute Resolution program is requesting funds for mediation services to help address the backlog of civil, domestic, and dispossessory cases. Between Superior Court and Magistrate Court, we anticipate 300 cases could benefit from mediation services and Judicially Hosted Settlement Conferences.

Court Reporting (\$25,000 – CYCLE 1): Funds used to ensure court reporters are available for trial and other proceedings, so senior judges can oversee other daily court work to reduce the backlog across all counties to cover takedown, typing, transcription and related costs.

**(7) Audio-Visual Equipment Modernization** (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4), (b) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022))

(a) Subtotal of funds requested for this EC: \$ 805,000.

(b) Per federal regulations and OPB requirements, audio-visual modernization costs must be necessary, reasonable, and proportional to the objectively demonstrated need to respond to case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies. The total number of staff and contractor positions responding to case backlogs to be funded in CY 2023 by this ARPA grant if approved, including all staff and contractor positions requested in sections (E) (1)-(4), (6) of this application, are as follows:

(i) Full time staff and contractor positions: 0.

(ii) Part time staff and contractor positions: 0.

*Note:* No staff or contractor positions should be requested under this EC, which is reserved for “audio-visual equipment modernization” expenditures only, as defined in the [Audio-Visual Equipment Modernization Policy](#) (“AV Policy”). All staff and contractor positions should be requested under sections (E) (1)-(4), (6) of this application. The intent of (b) (i)-(ii) directly above is to make sure your overall ARPA-funded staff and contractor headcount is proportional to the number of courtrooms you intend to modernize to comply with federal regulations and OPB requirements. AV Policy § (d).

(c) **Audio-Visual Equipment Modernization Policy** checklist (check all that apply to indicate compliance):

X A detailed justification letter is attached stating that audio-visual equipment modernization in the courtrooms listed in table (7) (d) below is a necessary component of a response to court case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies. Id. at § (b) (2).

X A detailed summary of each audio-visual modernization project requested under this EC is attached, including a complete project timeline. Id. at § (b) (3).

X A detailed proposal from each vendor is attached, including an estimate of the cost of each project and all equipment to be installed. Id. at § (b) (4).

X Each attached proposal **will be** subject to local competitive bidding requirements and procedures and reflects market prices for comparable goods and services for the geographic area where the courtroom is located. Id. at §§ (c)-(d). **The undersigned assumed responsibility for this grant application upon the retirement of the former Chief Judge December 31, 2022, and upon the departure of the former staff member responsible for this grant. Due to the short period in which the undersigned had to become familiar with the grant requirements and the short period in which to meet**

**competitive bidding requirements, the applicant obtained quotes to have some idea of the cost of the project to request in the grant application. The Alcovy Circuit requests that the funds for this item be awarded subject to the Circuit submitting proof that it has complied with local competitive bidding requirements and procedures, as well as proof that the proposal reflects market prices for comparable goods and services for this area.**

X The projects are requested for existing courtrooms only, as defined. Id. at § (a) (2).

X The projects are requested for courtrooms where personnel are responding to case backlogs caused by the pandemic, with first priority given to courtrooms where personnel are responding to cases involving serious violent felonies. Id. at §§ (b) (2), (d).

X The projects requested are compliant with all other provisions of the ARPA Committee’s [Audio-Visual Equipment Modernization Policy](#).

(d) For each existing permanent courtroom where new audio-visual equipment is to be installed, fill in the following information:

County	Location of Courtroom	Classes of Court That Use Courtroom	Amount Requested
Newton County	Covington, GA	Superior, Probate, Magistrate	\$460,000
Walton County	Monroe, GA	Superior, Probate, Magistrate	\$345,000

Note: Add additional rows to the table above if requesting funds for more than three courtrooms.

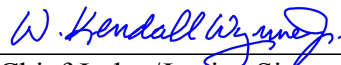
**(F) SUPPORTING DOCUMENTATION AND BUDGET FORM**

The following supporting documentation is attached to this application (check all that apply):

- X A completed [ARPA Budget Form](#) in an Excel spreadsheet file format (required).
- X Correspondence to and from county governments requesting ARPA funds (required).
- X All documents required under section (b) (2)-(4) of the [Audio-Visual Equipment Modernization Policy](#) (if requesting funds under section (E) (7) of this application).
- Any other documentation needed to support this application (if applicable).

**(G) CERTIFICATION**

X By checking this box, I, the undersigned, certify that (1) the information in this application is true and correct to the best of my knowledge; and (2) the proposed activities are eligible expenditures under the federal American Rescue Plan Act of 2021 and 31 CFR Part 35 (“Final Rule”). I understand that the use of ARPA grant funds is subject to certain reporting requirements, audits, and recoupment if put toward impermissible uses. 31 CFR § 35.10.



Chief Judge/Justice Signature

Printed Name: W. Kendall Wynne, Jr.

Title: Chief Judge

Date: April 14, 2023



**(H) SUBMIT APPLICATION**

E-mail a .pdf of your completed, certified, and signed application (with supporting documentation) to [ARPA@georgiacourts.gov](mailto:ARPA@georgiacourts.gov).

## APPLICATION NOTES

**Only judicial circuits and appellate courts are currently authorized to apply for ARPA funds. The ARPA Grants Team will automatically reject any application from a court or entity that is not a judicial circuit or appellate court.** See the [Overview and Instructions](#) for full details beyond the basic instructions presented below.

...

### **(B) CASE BACKLOGS REQUIRED TO JUSTIFY ARPA FUNDS**

All applicants must objectively demonstrate that case backlogs exist to qualify for ARPA grant funds or continued funding. All expenditures requested in this application must be reasonably proportional to the applicant’s objectively demonstrated need to address case backlogs, with priority given to serious violent felonies (as defined in OCGA § 17-10-6.1 (a)). 87 Fed. Reg. 4,344; 4,388 (Jan. 27, 2022). When calculating the need for additional resources to respond to case backlogs, a court may provide statistics comparing its case volume from a “normal” pre-pandemic year (e.g., case volume in 2019) to its current case volume. If statistics do not demonstrate the full picture of an applicant’s case backlog, other facts may be included in the description, e.g., space constraints or other factors. Applicants should also identify what portion of case backlogs are serious violent felony cases, as defined in OCGA § 17-10-6.1 (a).

...

### **(D) ARPA GRANT FUNDS REQUESTED OR RECEIVED FROM OTHER SOURCES TO ADDRESS CASE BACKLOGS**

**Applicants (except appellate courts) must request ARPA funds from their respective county governments.** For ARPA grant funds requested or received by any court or other entity included in this application from any other sources (including a county, municipality (to include a “nonentitlement unit of local government”), or an eligible non-profit entity), attach documentation explaining how requested, received, expended, or obligated funds have been or will be used, including whether such funds have been or will be used to address the backlog of serious violent felonies, as defined in OCGA § 17-10-6.1 (a). Also attach any correspondence to and from each county from which ARPA funds were requested.

As used in this section, “obligated” means “an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.” 31 CFR § 35.3. Section 9901 (a) of ARPA defines the term “nonentitlement unit of local government” to mean a “city” (as defined in 42 USC § 5302 (a) (5)) that is not a “metropolitan city” (as defined in 42 USC § 5302 (a) (4)). Codified at 42 USC § 803 (g) (4)-(5).

### **(E) REQUESTS UNDER EACH ARPA EXPENDITURE CATEGORY (EC)**

#### **(E) (1) Payroll-Public Sector Staff Responding to Case Backlogs (EC 3.1)**

**More than 50 percent of total personnel costs awarded each calendar year under this EC must be dedicated to responding to serious violent felonies, as defined in OCGA § 17-10-6.1 (a).** As used in (E) (1) (c), “total personnel costs” means the subtotal of funds requested under section (E) (1) only, as stated in (E) (1) (a). To get the percentage used in (E) (1) (c), divide the amount provided under (E) (1) (b) by the amount provided in (E) (1) (a).

**New or existing** staff may be used to respond to case backlogs, with priority given to serious violent felony cases (as defined in OCGA § 17-10-6.1 (a)). However, only payroll for time spent actually responding to case backlogs may be reimbursed with ARPA grant funds. 87 Fed. Reg. 4,341; 4,388 (Jan. 27, 2022) (Eligible use must “respond to the identified negative economic impact” of the pandemic, “e.g., backlogs in court systems”). This includes payroll of new personnel hired to backfill existing personnel responding to case backlogs (prioritizing cases involving serious violent felonies). Therefore, time spent responding to case backlogs (or backfilling others so they can respond) must be tracked and documented for reimbursement and auditing purposes.

Per U.S. Treasury Compliance and Reporting Guidance, federal “EC 3.1” is reserved for “Public Sector Workforce” payroll and benefits, so (E) (1) must exclude contractors, which fall under federal administrative ECs “3.5” and “7.1.” 31 CFR § 35.6 (b) (3) (ii) (E) (1). To categorize contractors correctly under federal guidance, request contractors responding to case backlogs generally (i.e., not performing mental health, substance use, or eviction prevention diversion services) under (E) (6), which corresponds to federal administrative expenditure ECs “3.5” and “7.1.” 31 CFR § 35.6 (b) (3) (ii) (E) (3)-(4).

**(E) (2) Court-Based Mental Health Diversion (EC 1.12)**

Per Executive Branch limitations, ARPA funds for court-based mental health diversion services must: (a) respond to case backlogs; and (b) conserve staff time and resources to respond to case backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). Accordingly, for purposes of this expenditure category, grant applicants **must provide a numerical estimate** in the description regarding the staff hours and resources court-based mental health diversion services will conserve so staff may respond to serious violent felonies. As used in this section, “numerical” means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., 20 hours of staff time per week, 18 percent of a judge’s caseload, or some other numerical measurement. Please also note that ARPA funds allocated to the Judicial Council may be used for court-based services only and not for out of court mental health treatment services.

Contractors performing court-based mental health division services to respond to case backlogs must be requested under (E) (2) and not (E) (6) because federal “EC 1.12” applies to “Mental Health Services” generally. 31 CFR § 35.6 (b) (3) (i) (C).

**(E) (3) Court-Based Substance Use Diversion (EC 1.13)**

Per Executive Branch limitations, ARPA funds for court-based substance use diversion services must: (a) respond to case backlogs; and (b) conserve staff time and resources to respond to case backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). Accordingly, for purposes of this expenditure category, grant applicants **must provide a numerical estimate** in the description regarding the staff hours and resources court-based substance use diversion services will conserve so staff may respond to serious violent felonies. As used in this section, “numerical” means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., 20 hours of staff time per week, 18 percent of a judge’s caseload, or some other numerical measurement. Please also note that ARPA funds allocated to the Judicial Council may be used



for court-based services only and not for out of court substance use treatment services.

Contractors performing court-based substance use diversion services to respond to case backlogs must be requested under (E) (3) and not (E) (6) because federal “EC 1.13” applies to “Substance Use Services” generally. 31 CFR § 35.6 (b) (3) (i) (C).

**(E) (4) Court-Based Eviction Prevention and Diversion (ECs 2.2, 2.18)**

Per Executive Branch limitations, ARPA funds for court-based eviction prevention and diversion services must: (a) respond to case backlogs; and (b) conserve staff time and resources to respond to case backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). Accordingly, for purposes of this expenditure category, grant applicants **must provide a numerical estimate** in the description regarding the staff hours and resources court-based eviction prevention and diversion services will conserve so that staff may respond to serious violent felonies. As used in this section, “numerical” means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., 20 hours of staff time per week, 18 percent of a judge’s caseload, or some other numerical measurement. Please also note that ARPA funds allocated to the Judicial Council may not be used for direct payments to landlords or tenants.

Contractors performing court-based eviction prevention and diversion services to respond to case backlogs must be requested under (E) (4) and not (E) (6) because federal ECs “2.2” and “2.18” respectively apply to “Household Assistance: Rent, Mortgage, and Utility Aid” and “Housing Support: Other Housing Assistance” generally. 31 CFR § 35.6 (b) (3) (ii) (A) (1), (5).

...

**(E) (6) ARPA-Eligible Administrative Expenses (ECs 3.5, 7.1)**

Describe proposed ARPA-eligible administrative expenses in the space provided. Contractors performing mental health, substance use, or eviction prevention diversion services must be requested under (E) (2), (3), or (4) respectively. All other contractors responding to case backlogs and contractors performing grant administration must be requested under (E) (6). 31 CFR § 35.6 (b) (3) (ii) (E) (1), (3)-(4).

*Grant Administration Payroll*

The following clarifications have been provided by OPB regarding reimbursement for ARPA grant administration payroll expenditures only:

- **Current hourly** employees performing ARPA grant administration duties may be paid from ARPA funds for time spent (including overtime) if the time is documented with timesheets.
- **Current salaried** employees performing ARPA grant administration duties may not be paid extra from ARPA funds for added duties, but an **employer may** be reimbursed from ARPA funds for time spent by those employees performing ARPA grant administration duties if the time is documented with timesheets. To be clear, current employees performing ARPA grant administration duties may not be given a supplement or a raise to be paid from ARPA funds.
- **New part-time** employees (hourly or salaried) may be paid from ARPA funds for time spent working on grant administration duties if the time is documented with timesheets.

- **New full-time** employees (hourly or salaried) may be paid from ARPA funds for time spent working on grant administration duties if the time is documented on a timesheet, labor report, and a Personnel Action or Periodic Certification Form upon hire and a chart of accounts for ARPA funding is provided. See ARPA Fiscal Team for details.

Grant administration includes costs related to disbursing payments of ARPA funds and managing ARPA grant programs. 87 Fed. Reg. 4,435-4,436; 4,444 (Jan. 27, 2022).

*Supplies, Materials, and Equipment*

ARPA funds are authorized for supplies, furniture (valued at under \$5,000), and equipment (valued at under \$5,000; e.g., monitors, computers, software licenses, phones, and printers) that are necessary for personnel to respond to case backlogs or perform ARPA grant administration. If valued at under \$5,000, such expenditures are generally classified as non-capital permitted expenditures and should be listed under (E) (6) and in the Administrative/Indirect Costs section of the [ARPA Budget Form](#). Grant recipients should rent equipment (if possible, practical, and cost-effective) to avoid violating the prohibition on purchasing permanent infrastructure. Special rules apply to audio-visual equipment, as explained below.

*Audio-Visual Equipment*

Effective December 8, 2022, audio-visual equipment modernization in existing permanent courtrooms is an ARPA-eligible expenditure and not subject to the OPB prohibition on capital expenditures mentioned immediately above. Movable or temporary audio-visual equipment for temporary courtrooms must be requested under (E) (6). The purchase and installation of permanent audio-visual equipment (i.e., fixtures) in existing permanent courtrooms must be requested under section (E) (7) and is subject to specific rules and procedures.

**(E) (7) Audio-Visual Equipment Modernization (ECs 3.5, 7.1)**

On December 8, 2022, the ARPA Committee approved audio-visual equipment modernization in existing permanent courtrooms as an eligible expenditure, subject to certain rules and procedures. See the [Audio-Visual Equipment Modernization Policy](#) and section 15 of the [Overview and Instructions](#) for details and restrictions. Use the Audio-Visual Equipment Modernization Policy checklist provided in (E) (7) (c) to assist with compliance.

**(F) SUPPORTING DOCUMENTATION AND BUDGET FORM**

The [ARPA Budget Form](#) must be submitted in an Excel spreadsheet format and not a .pdf file format. Copies of correspondence requesting county ARPA funds must also be attached, as well as any response to such request. If requesting funds under (E) (7), attach all documents required under section (b) (2)-(4) of the [Audio-Visual Equipment Modernization Policy](#). Attach any other supporting documentation the ARPA Committee will need to sufficiently and efficiently review your application. Use the checklist provided in this section to assist with compliance.

...

**(H) SUBMIT APPLICATION**

The ARPA Grants Team will confirm receipt and follow up with you regarding any issues with your application and next steps. Applications that are not timely completed during the application review window may need to be considered by the ARPA Committee in a subsequent

application period. Promptly notify the ARPA Grants Team at [ARPA@georgiacourts.gov](mailto:ARPA@georgiacourts.gov) if you need to revise or withdraw a submitted application.



## **WALTON COUNTY, GA**

### **Proposed Budget - Fiscal Year 2024 Highlights**

The Proposed Fiscal Year 2024 General Fund Budget is \$75,775,998, an increase in budgeted revenues and expenditures of approximately 13.5% (\$9,014,844) from the previous year. Most of the revenue change is from an anticipated increase in the tax digest from new County growth. Also, we expect an increase in sales tax revenue with the new LOST agreement negotiated and executed at the end of CY 2022. Expenditures in Public Safety and Public Works should increase over the prior fiscal year.

#### Personnel

Overall salaries (including benefits) have increased by \$6,455,761 in the last 18 months after pay raises were proposed and approved due to inflation in the local economy. New personnel have been hired when necessary. In the last three cycles the County has budgeted 24 new (8 new each budget) Fire Fighters in addition to a Fire Marshall.

#### Capital Outlay - Vehicles

The County has made a commitment to lease most vehicles in FY 2024 which will dramatically decrease Capital Outlay from FY 2023. This should give us a competitive edge in pricing, decrease overall fuel costs, improve safety for departmental employees and, we believe, lower overall maintenance and operational costs.

#### Capital Projects

The Proposed Budget includes significant construction costs related to progress on the County's three largest projects: the Public Safety Complex, the Water Treatment Plant and The Grove. The County will fund these with a combination of Federal Grants, SPLOST receipts, proceeds from Revenue Bond(s) issuance, and fund balance reserves.

#### Millage Rate

The Proposed Fiscal Year 2024 budget assumes a County-wide millage of 10.415, no increase from Fiscal Year 2023.

The Proposed Fiscal Year 2024 budget assumes a Fire District millage of 1.835, an increase of .5 mills versus last year's millage rate.

**Public hearing for the Proposed Fiscal Year 2024 budget will be held Tuesday, May 16, 2023 at 5:00 in the Board Room of the Walton County Board of Commissioners, 111 S. Broad St, Monroe, GA 30655**

April 4, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, April 4, 2023, at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams, and Kirklyn Dixon, Assistant County Clerk Patrice Broughton, Planning and Zoning Director Charna Parker, Finance Director Milton Cronheim, Facilities Director Hank Shirley, Public Works Director John Allman, County Manager John Ward, and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

**MEETING OPENING**

Chairman Thompson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

**ADOPTION OF AGENDA**

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

**PROCLAMATION**

Lauren Gregory with A Child’s Voice Advocacy Center read a proclamation that declared April as Child Abuse Prevention Month in Walton County, Georgia. Chairman Thompson signed the proclamation and presented it to A Child’s Voice Advocacy Center.

**PLANNING COMMISSION RECOMMENDATIONS**

Planning and Zoning Director Charna Parker presented the Planning Commission recommendations.

Approval of Conditional Use CU23010025 - Event Venue on 61.16 acres - Applicant: Chris McGee - Property located at 4720 Jacks Creek Rd - Map/Parcel C1780018B00&18 - District 4

Chairman Thompson opened the public hearing on the matter. Applicant Chris McGee spoke in favor of the conditional use. No one spoke in opposition. Chairman Thompson closed the public hearing.

*Motion: Commissioner Bradford made a motion to approve the conditional use as approved by the Planning Commission. Commissioner Shelnett seconded the motion to approve. All voted in favor.*

Approval of Rezone Z23010020 - Rezone 3.00 acres from R1 to B3 for parking & outside

storage - Applicant: Bryan Wallis/Owner: John B Hicks (Executor of Sandy J Hicks) - Property located at 6720 Hwy 20 - Map/Parcel C0020078A00 - District 2

Chairman Thompson opened the public hearing. The applicant Bryan Wallace spoke in favor of the rezone. He stated that he wanted to move his business from Gwinnett to Walton County. Jacqueline Griffen spoke in opposition. She stated that she had previously sent a letter to the Commissioners stating her concerns. She spoke of the traffic increase and safety concerns. Jerry Mitchell also spoke in opposition. Chairman Thompson closed the public hearing.

**Motion:** *Commissioner Banks made a motion to approve the rezone as approved by the Planning Commission. Commissioner Shelnett seconded the motion to approve. All voted in favor.*

Charna Parker presented the case to the Commissioners on behalf of the applicant.

Approval of Land Use Change LU23010028 and Rezone Z23010027 - Land Use Change from Neighborhood Residential to Suburban and Rezone 2.76 from R1 to A1 to have personal animals - Applicant: Betty M Haralson/Owners: Betty M Haralson & Phillip I Ackerson - Property located at 999 Gene Bell Rd & /Blasingame Rd - Map/Parcel C1660079 - District 6

Chairman Thompson opened the public hearing. There was no one to speak in favor or in opposition. Chairman Thompson closed the public hearing.

**Motion:** *Commissioner Dixon made a motion to approve the land use change. Commissioner Adams seconded the motion; voted and carried unanimously.*

**ADMINISTRATIVE CONSENT AGENDA**

- 1. Approval of March 7, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Declaration of Surplus Property
- 4. Agreement - Central Square - Finance Software
- 5. IGA - City of Monroe and City of Loganville - Aerial Imagery Projects
- 6. Contract - Eagleview Imagery
- 7. Service Agreement - ARPA Grant Coordinator - Walton County Superior Court
- 8. Contract - San Pedro MFG Co
- 9. Quitclaim Deed Payment - Holder Brothers Timberframes

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

**RESOLUTIONS**

Resolution - FY23 Budget Amendments

**Motion:** *Commissioner Banks made a motion, seconded by Commissioner Dixon, to adopt the*



*Resolution. All voted in favor.*

Resolution - Adopting Project Length Budget for Criswell Pickleball and Covered Arena

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

Resolution - Adopting Project Length Budget for Goodhope Recycling Center

**Motion:** *Commissioner Bradford made a motion to adopt the Resolution, seconded by Commissioner Shelnutt. Voted and carried unanimously.*

Resolution - Adopting Project Length Budget for Resurfacing Projects

**Motion:** *Commissioner Adams made a motion to adopt the Resolution, with Commissioner Banks seconding the motion. All voted in favor.*

Resolution authorizing the initial intent to issue revenue bonds through the Walton County Public Facilities Authority to finance certain capital outlay projects for the County, including parks, renovations to existing administrative buildings, and the acquisition of land and improvements for governmental purposes

**Motion:** *Commissioner Shelnutt made a motion to adopt the Resolution, with Commissioner Banks seconding the motion. The motion carried 5-1, with Commissioner Bradford abstaining.*

**ACCEPTANCE OF BIDS/PROPOSALS**

Acceptance of Bid - MHB Paving - Public Works

**Motion:** *Commissioner Bradford made a motion to accept the low bid from MHB Paving, in the amount of \$195.88 per ton for the 2023 Milling and Deep Patching. Commissioner Adams seconded the motion; voted and carried unanimously.*

**APPOINTMENTS**

Walton County Public Facilities Authority

Chairman Thompson explained that the Board of Commissioners needed to appoint a Chairman to the Walton County Public Facilities Authority.

**Motion:** *Commissioner Adams made a motion to appoint Chairman Thompson as the Chairman of the Walton County Public Facilities Authority. Commissioner Shelnutt seconded the motion; voted and carried unanimously.*

**DISCUSSION**

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board. He announced a traffic change at Rao Drive, Michael Etchison, and McDaniel Street. Mr. Ward also announced that Keep Walton Beautiful will now accept mattresses and box springs for \$10 each.

**PUBLIC COMMENT**

There was no public comment.

**EXECUTIVE SESSION**

*Motion:* At 6:47 p.m., Commissioner Shelnutt made a motion, seconded by Commissioner Banks to enter into Executive Session to discuss litigation. All voted in favor.

*Motion:* At 7:12 p.m., Commissioner Shelnut made a motion, seconded by Commissioner Banks to return to regular session. All voted in favor. There were no votes taken in Executive Session.

**ADJOURNMENT**

*Motion:* Commissioner Adams made a motion, seconded by Commissioner Shelnutt, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:12 p.m.

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

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DAVID G. THOMPSON, CHAIRMAN

\_\_\_\_\_  
PATRICE BROUGHTON, ASST. CO. CLERK

Department	Fund	Description	Payee	Amount
<b>Budget Year FY 23</b>				

**Various**

	<b>Various</b>	Replenish Funds in Worker's Comp Trust -March 2023 - <b>For the Record</b>	Walton County BOC	<b>\$19,909.00</b>
	<b>100</b>	Premium for March 2023 - <b>For the Record</b>	One America	<b>\$32,438.14</b>
	<b>100</b>	Postage for April 2023 - <b>For the Record</b>	Postmaster	<b>\$30,000.00</b>
	<b>100</b>	General GMAX Justice Tires	BestDrive LLC	<b>\$13,367.00</b>

**Elections**

1401	<b>100</b>	Poll Pad Package with Annual Maintenance (15)	KnowInk, LLC	<b>\$31,875.00</b>
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**Law**

1530	<b>100</b>	General Legal Fees and Lexis Nexis - Online Research - February 2023	Atkinson/Ferguson	<b>\$25,004.32</b>
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**Data Processing/MIS**

1535	<b>100</b>	Byte Speed Desktop PC's (20)	Byte Speed, LLC	<b>\$18,785.00</b>
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**GIS**

1537	<b>100</b>	Consulting GIS/Mapping and Parcel Maintenance for March 2023	GIS1, LLC	<b>\$9,753.00</b>
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**Human Resources**

1540	<b>100</b>	Premium for May 2023 - <b>For the Record</b>	Anthem Blue Cross	<b>\$8,297.01</b>
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**Risk Management**

1555	<b>100</b>	Claim# 23-29 SO-Torres-Deer	Walton Collision	<b>\$5,984.65</b>
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**Judicial BLDG -SPLOST 2013**

1565.13	322	Allied Electric Heater Kit and Support Box	HAC Supply, Inc	\$5,078.73
	322	Roof for the Employee Health clinic	Dusty Greer Roofing, Inc	\$11,780.00
	322	Stone Work on Building	SCI Roofing and Construction	\$10,075.00
	322	Employee Health Clinic - Corbels	Social Circle Home Center	\$5,200.00
	322	Employee Health Clinic - Storefront	Garmon GlassCrafters, Inc	\$12,100.00
	322	Historic Courthouse Concrete Repair	ATL 560	\$5,300.00
	322	Employee Health Clinic - Front Parking Lot & Sidewalk	Atlanta Best Concrete	\$23,750.00
	322	Employee Health Clinic - Design and Construction Documents	Precision Planning	\$7,055.59

**Juvenile**

2600	100	Indigent Defense - Weston Maffit	Law Office of Weston Maffit, LLC	\$5,727.00
	100	Indigent Defense	Jessica van Hall Attorney at Law	\$5,299.80

**Inmate Phone**

3313	212	Purchased Supplies - Heritage Toilet Tissue (300)	Galco Industrial Safety and Supply	\$9,900.00
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**Jail**

3325	100	Monitoring and Activation for Ankle Monitoring -March 2023	Joe Ray Bonding	\$9,064.00
	100	Inmate Medical - January 2023	Correct Health	\$65,307.63
	100	Labor Variance - February 2023	Correct Health	\$64,095.28
	100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$41,701.29
	100	Inmate Medical - June 2023	Correct Health	\$111,298.55
	100	Housed out Inmates - October 2023	Washington County BOC	\$33,330.00
	100	Housed out Inmates - March 2023	Washington County BOC	\$23,980.00
	100	Inmate Meals for March 2023	Kimble's Food by Design	\$68,253.63
	100	Inmate Meals for January 2023 - <b>For the Record</b>	Kimble's Food by Design	\$62,599.16

**Fire Fighting**

3520.270	270	Hydrostatic Testing Dot Cylinders (300)	Palmetto Hydro Solutions, LLC	\$10,500.00
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	270	SCBA Flow Test Perform Breathing Apparatus (128)	Municipal Emergency Service, Inc	\$10,735.08
<b>Fire Station BLDG</b>				
3570.270	270	Fire Station #7 Site Grading, Foundation, Steel, Soil, Concrete Masonry and Grout Inspections	Matrix Engineering Group, Inc	\$7,650.00
	270	Fire Station #2 Roof Replacement	Dusty Greer Roofing, Inc	\$35,615.00
<b>EMS</b>				
3610	531	Ambulance Billing - March 2023	Emergency Billing, LLC	\$22,904.69
	531	CPR Compression Devise	EMS Superstore	\$7,965.00
<b>Animal Control-SPLOST 2019</b>				
3910.19	323	2022 F250	Covington Ford Inc	\$41,135.00
<b>Roads &amp; Bridges - SPLOST 2019</b>				
4220.19	323	Asphalt 2023 LMIG Paving Project- Thompson Road	ER Snell	\$47,171.75
	323	Asphalt - LMIG Paving Project - Sandy Creek Road	ER Snell	\$88,790.75
	323	CRS-Tack - LMIG Paving Projects	Garrett Paving	\$6,331.50
	323	Asphalt - LMIG Paving Project - Piney Grove Road	ER Snell	\$328,203.50
	323	Asphalt - LMIG Paving Project - Michael Road	ER Snell	\$328,203.50
	323	Asphalt - LMIG Paving Project - John Deere Road	ER Snell	\$45,296.50
	323	Asphalt - LMIG Paving Project - Hodges Rd	ER Snell	\$88,790.75
	323	Asphalt - LMIG Paving Project - Cook Rd	ER Snell	\$75,468.25
	323	Asphalt - LMIG Paving Project - Geoffery Lane	ER Snell	\$75,914.00
	323	General Engineering for Roundabout -Youth Jersey at Broadnax Mill	Precision Planning, Inc	\$9,682.57
	323	CRS-Tack - LMIG Paving Projects	Garrett Paving	\$6,381.00
<b>Storm Water</b>				
4251	100	Wing Wall Repair - 2680 Monroe Jersey Road	Engineered Restorations	\$33,900.00
<b>Hard Labor Creek</b>				
4405	508	Professional Services - Bill thru March 31, 2023 - <b>For the Record</b>	Precision Planning	\$1,538.12
	508	Professional Services - March 1, 2023 thru March 31, 2023 - <b>For the Record</b>	Atkinson/Ferguson, LLC	\$157.50
	508	Hard Labor Creek O&M - <b>For the Record</b>	Precision Planning	\$4,488.80
<b>HLC Water Treatment Facility</b>				

4430	504	Professional Engineering Services - February 25, 2023 through March 31, 2023 - <b>For the Record</b>	Jacobs Engineering	<b>\$46,516.19</b>
	504	Professional Services - Bill thru March 31, 2023 - <b>For the Record</b>	Precision Plannning	<b>\$18,200.00</b>
	504	Professional Engineering Services - February 25, 2023 through March 31, 2023 - <b>For the Record</b>	Jacobs Engineering	<b>\$2,419.96</b>
	504	Professional Services - March 1, 2023 through March 31, 2023 - <b>For the Record</b>	Atkinson/Ferguson	<b>\$2,236.50</b>

**Water**

4446	507	Blanket for Meters	Delta Municipal Supply Co	<b>\$25,000.00</b>
	507	Outsourcing and Postage for Bills	Arista Information Systems, Inc	<b>\$10,321.06</b>
	507	Water, Testing	Cornish Creek Water Fund	<b>170,764.00</b>
	507	Tank Service for Various County Roads	Utility Service Co	<b>11,003.77</b>
	507	Water used from Rosebud Rd - March 2023	Gwinnett County Department of Water Resources	<b>71,686.50</b>
	507	Crush and Run	Hanson Aggregates Southeast, LLC	<b>5,000.00</b>
	507	Water used from Oconee County - March 2023	Oconee County Water Resources	<b>5,215.01</b>
	507	General Engineering	Precision Planning	<b>7,213.75</b>
	507	Service for 30 yards	Republic Services #800	<b>7,697.81</b>
	507	Purchased Gasoline - Unleaded and Diesel	Stephens Oil Company	<b>6,487.56</b>
	507	2023 Ford F-150 Supercab 4x4	Covington Ford	<b>57,251.00</b>

**Solid Waste**

4530	540	Tipping Fees - July	City of Monroe Public Works	<b>\$23,843.38</b>
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**\$2,523,988.53**

# Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **May 2nd, 2023**

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

If so, When?

TOPIC: **Surplus**

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

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

\*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value.**

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:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:





**Summary of Actions Taken at the April 11, 2023  
Meeting of the Walton County Water and Sewerage Authority**

- Consider Adoption of Meeting Agenda – **APPROVED**.
- WCWSA Review/Approval of February 6, 2023 Meeting Minutes – **APPROVED**
- Water Treatment and Transmission System Facilities:
  - Water Transmission System Design Services: Consider Executive Committee recommendation to award the contract for Water Transmission Main Design Services to Engineering Strategies, Inc. (ESI); based on their proposed hourly not to exceed fee of \$597,224.38. – **APPROVED**
  - Construction Manager at Risk (CMAR) RFP: Consider Executive Committee recommendation to authorize contract and final fee negotiations with Archer Western Construction for Construction Manager at Risk services for the Hard Labor Creek Water Treatment Facility. – **APPROVED**
  - Consider authorization for CHA to complete a bridge load rating analysis and design of supports/hangers for installation of 3-phase power service under the 750' bridge crossing the reservoir to the Water Treatment Facility site, not to exceed \$17,000. – **APPROVED**
- Review and discuss Thomas Brothers Hydro proposal in the amount \$126,958.00 to execute all decommissioning items per the FERC Order. – **BOARD APPROVED REIMBURSEMENT OF DECOMMISSING EXPENSES TO HIGH SHOALS HYDRO**
- Review 2023 Mowing and Maintenance bids received March 24, 2023. Consider award of contract to Lead Foot Mulching and Grading at the low bid amount of \$21,126.00, including both the spring and fall mowing cycles. – **APPROVED**
- Authorize PPI to solicit proposals for buoy maintenance and hardware reinstallation at the Hard Labor Creek Regional Reservoir Principal Spillway and Labyrinth Weir/Chute Spillway. – **APPROVED**
- Consider authorization of \$2,000 payment directly to Wesley Howard for livestock fence repair adjacent to the reservoir off Howard Road, due to damage caused by fallen trees from within the reservoir pool. The Executive Committee previously approved a repair quote from Roberts Fence Company in the amount of \$2,000 to complete these repairs, however that vendor has declined to complete the work. – **APPROVED**

### RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide Walton County, GA (“**Customer**”) with the Services subject to the terms established in this Order Form, including DebtBook’s Price Quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”).

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the “**Original Order Form**”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the “**Terms & Conditions**”), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 5/31/23	Billing Frequency: Annually
Initial Term End Date: 5/30/24	Payment Terms: Net 30
Initial Pricing Tier: Tier 2	See the DebtBook Quote for more details

**Services.** Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

**Fees.** DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

**Implementation Services.** At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an “**Implementation Period**”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

**Billing.** Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

**Renewal Term.** The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

**Termination.** The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

**Entire Agreement.** By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

**Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

**Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

**Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.



**Authority; Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the 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. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

**FIFTH ASSET, INC., D/B/A DEBTBOOK**

**Walton County, GA**

By: \_\_\_\_\_  
Name: Tyler Traudt  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Notice Address**

PO Box 667950  
Charlotte, NC 28266  
Attention: Chief Executive Officer  
tyler.traudt@debtbook.com

**Notice Address**

303 South Hammond Drive, Suite 333  
Monroe, GA 30655  
Attention: Milton Cronheim  
milton.cronheim@co.walton.ga.us

**Billing Contact**

303 South Hammond Drive, Suite 333  
Monroe, GA 30655  
Attention: Milton Cronheim  
milton.cronheim@co.walton.ga.us

**Exhibit A**  
**DebtBook Quote**

[See attached.]

## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

### 1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer’s debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook’s debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

**“Implementation Services”** means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

**“Incorporated Documents”** means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**“Initial Term”** means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

**“Onboarding Services”** means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

**“Order Form”** means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

**“Pricing Tier”** means the Customer’s applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

**“Privacy Policy”** means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

**“Renewal Term”** means any renewal term established in accordance with the terms of the Agreement.

**“Services”** means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

**“SLA”** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

**“Support Services”** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**“Term”** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**“Usage Policy”** means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.



(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

#### 4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, 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 DebtBook's income.

#### 5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

## 6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

## 7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook’s network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

## 8. Indemnification.

### (a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party’s US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook’s sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook’s indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer’s use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SECTION 8(a) SETS FORTH CUSTOMER’S SOLE REMEDIES AND DEBTBOOK’S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook’s option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party’s intellectual property rights and any Third-Party Claims based on Customer’s or any Authorized User’s negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. **Limitations of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. **Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. **Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. **Miscellaneous.**

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts of Walton County in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.



(b) **Entire Agreement; Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin,

disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) **Execution.** Any document executed and delivered in connection with the 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. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.



## DebtBook Quote

# Walton County, GA

303 South Hammond Drive, Suite 333  
Monroe, GA 30655

### Milton Cronheim

Chief Financial Officer  
milton.cronheim@co.walton.ga.us  
(770) 267 - 1964

### Prepared By:

DebtBook  
Casey Littleton  
Account Manager  
casey.littleton@debtbook.com

### Notice Address:

1431 W Morehead St Suite 200  
Charlotte, NC 28208

## Products & Services

Description	Qty	Annual Fee	Discount	Total
<b>Implementation Charge: Tier 2</b> <small>This represents the cost of our Guided GASB-96 Implementation process for your organization.</small>	1	\$2,000 Year 1	100%	\$0 Year 1 Cost
<b>Subscription Charge: Tier 2</b> <small>This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.</small>	1	\$13,000 Year 1	25%	\$9,750 Year 1 Cost

<b>Total 1 Year Renewal Cost:</b>	<b>\$9,750</b>
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STATE OF GEORGIA  
WALTON COUNTY

**INTERGOVERNMENTAL AGREEMENT FOR THE USE OF WEST WALTON PARK**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of this \_\_\_ 13th day of April by and between WALTON COUNTY, GEORGIA, (the "County") and the CITY OF LOGANVILLE, GEORGIA, (the "City"), both political subdivisions of the state of Georgia, provides as follows:

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County and the City to contract for a period not to exceed 50 years; and

WHEREAS, the City wishes to hold its Independence Celebration at the West Walton Park on June 24, 2023; and

WHEREAS, the County agrees to let the City hold it's Independence Celebration ("the event") at the West Walton Park on June 24, 2023, subject to terms and conditions described herein.

NOW THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the value and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

**ARTICLE 1.**

**USE OF PROPERTY**

1.

The County gives permission to the City to use the West Walton Park for the event on June 24, 2023.

2.

The County gives permission to the City to use the West Walton Park parking lot for launching of fireworks by Pyrotecnico for the event. The County agrees that the City may close the entrance to West Walton Park on Twin Lakes Drive in order to facilitate the launching of fireworks at the event.

3.

The County gives the City permission to set up inflatable(s) on the lower football fields of West Walton Park ("the fields") for the event.

4.

The County gives permission for attendees of the event to set up blankets and chairs on the fields during the event.

5.

The County agrees that the City shall have control of the lights on the fields before, during, and after the event.

6.

The City agrees to clean up any debris from the fireworks and/or trash in the areas used during the event by 2:00 pm on Monday, June 26, 2023.

**ARTICLE 2.**

**COUNTY LOGO**

7.

The County logo will be included on all City-produced promotional material for the event.

8.

The City will provide a limited amount of parking passes to the County for the event.

**ARTICLE 3.**

**INSURANCE**

9.

The City previously provided to the County proof of insurance held by Pyrotecnico which provides coverage to the parties for Pyrotecnico's launching of fireworks during the event.

10.

The City maintains event insurance which may provide coverage for the event. Proof of this insurance is available upon request.

**ARTICLE 4.**

**GOVERNING LAW**

11.

This Intergovernmental Agreement is being made in Georgia and shall be construed and enforced in accordance with the laws of that State.

**ARTICLES.**

**ENTIRE AGREEMENT**



12.

This Intergovernmental Agreement constitutes the entire agreement among the parties as to the subject matter hereof and may not be modified, altered or amended except by mutual consent of the parties in writing.

**ARTICLE 6.**

**NOTICES**

13.

All notices hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as follows:

(a) If to the County:

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(b) If to the City:

City of Loganville  
4303 Lawrenceville Road  
Loganville, Georgia 30052  
Attention: City Manager

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

**ARTICLE 7.**

**WAIVER OF BREACH**

14.

The waiver of a breach of any provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach.

**ARTICLE 8.**

**ASSIGNMENT**

15.

This Intergovernmental Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Intergovernmental Agreement may not be assigned except by mutual consent of the parties in writing.

**ARTICLE 9.**

**SEVERABILITY**

16.

Should any provision of this Intergovernmental Agreement be unlawful, invalid or void, the remainder of this Intergovernmental Agreement shall remain effective and be enforced to the greatest extent permitted by law to accomplish the purposes hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers and their seals to be affixed, all as of the date first above written.

**City of Loganville**

By: Lee "Skip" Balife  
Mayor

ATTEST: Danphout  
City Manager

[Intergovernmental Agreement Signature Page of the City]

**WALTON COUNTY**

By: \_\_\_\_\_  
Chairperson

ATTEST: \_\_\_\_\_  
Secretary

[Intergovernmental Agreement Signature Page of the County]



## Water Department

Georgia DNR lab provides laboratory services on an annual contract with Walton County for Chemical/Cryptosporidium Analysis. The contract period is from July 1 to June 30 of each year. We have received the info to renew the contract for next year. The contract amount is \$13,420 which is billed and payable at the beginning of the year. We pull the samples and send them to the DNR. Per our permit to provide water we are required to test the HAAC and TTHML levels on a quarterly basis and Pb/Cu on at least a three-year basis and the State provides the testing and reporting of these samples under this contract. Coliform and E. Coli analysis must be done monthly with a requirement of 40 samples per month. This testing and reporting are currently done by Newton County Cornish Creek Water Plant laboratory through a separate agreement.

We request the BOC approve the renewal of the contract/agreement with the State Department of Natural Resources EPD to continue the laboratory services as outlined above for Walton County.

*J. Janson*  
4/24/23





**Richard E. Dunn, Director**

**EPD Director's Office**  
2 Martin Luther King, Jr. Drive  
Suite 1456, East Tower  
Atlanta, Georgia 30334  
404-656-4713

April 17, 2022

RE: Drinking Water Laboratory and Related Services

Dear Water System,

The Georgia Environmental Protection Division (EPD) will soon begin a new service period for Drinking Water Laboratory and Related Services. The Georgia Environmental Protection Division (EPD) is pleased to provide the enclosed Drinking Water Terms and Conditions Agreement ("Agreement") for Drinking Water Laboratory and Related Services. The Agreement automatically renews each year unless a water system provides written notice of termination by June 1<sup>st</sup> of each year.

Drinking-Water Fees for EPD laboratories are billed annually for laboratory services to be provided through the upcoming fiscal year. The invoices will be mailed in July 2023 for laboratory testing provided, starting July 1, 2023 through June 30, 2024. Owners will have thirty (30) business days from the invoice date to pay before a late penalty of 1.5% is applied to the account. This 1.5% late fee is also applied at sixty (60) and ninety (90) business days past due.

The Coliform/*E. coli* analyses are only available to public systems serving a population of up to 12,900 people. If your public water system exceeds the 12,900-population threshold, Coliform/*E. coli* testing will need to be performed by another certified laboratory and the results provided to the EPD. You can visit the EPD's website, link provided below, to view the current "Laboratory Fee Schedules." The website provides the fees for both the Chemical/*Cryptosporidium* -and- Coliform/*E. coli* laboratory testing. The fee schedule will be increasing effective July 1, 2023, and the enclosed documents will provide details on that increase.

For your convenience, annual fee payments can be made using Automated Clearing House (ACH) payment processing to automatically debit a checking or savings account through an electronic check transaction. To utilize this service, you must first "Create a new account" on the Georgia EPD's Online System (GEOS) at <https://geos.epd.georgia.gov/GA/GEOS/Public>.

For step-by-step instructions on setting up a new account or making ACH electronic payments, please refer to the GEOS "System User Guide", located on the GEOS homepage indicated above. Refer to the "Pay Drinking Water Invoice" section of the User Guide. Also, for your convenience, we have attached those instructions with this notice.

Please note that traditional payment options will still be available for those who prefer those methods. However, the EPD encourages customers to consider transitioning to this quick and easy ACH payment method. The EPD will continue to enhance its customer payment options and will inform users as other

options become available in the future. Should you have any questions regarding payment options, or choose to pay by credit card, please contact the EPD's Finance Department at [epdfinance@dnr.ga.gov](mailto:epdfinance@dnr.ga.gov) or (678) 628-9215.

The EPD is committed to keeping information about your water system as accurate as possible. Invoices generated in July of each year will be based on information EPD has on record for your water system in the Drinking Water Watch during the preceding month. Please verify your information in the Drinking Water Watch: <http://gadrikingwater.net> before June 1. Review your water system details and water system facilities online. In addition to reviewing service connections, population served, sources of water, and water purchases, please review the point of contact information to ensure all names, addresses, phone numbers, and e-mail addresses are correct. For county and city water systems where the contact changes (example: Mayor), you may want to consider, for financial mailing purposes only, changing the contact to Accounts Payable versus an actual name.

If your water system information needs to be updated or you want to request a change to your EPD laboratory services (including termination), please complete and submit the Request to Change Water System Inventory or Laboratory Services Form to the appropriate district. As mentioned above, any requested changes must be received by EPD no later than June 1<sup>st</sup> of each year to be reflected in the annual fees charged to your water system in the July invoice.

Please note that all Drinking Water Laboratory and Related Services documents and forms are available electronically at <http://epd.georgia.gov/drinking-water-forms> beneath the header "Drinking Water Laboratory Services."

If you have any questions regarding the laboratory, account changes, water system information, or related services, please contact your local EPD Drinking Water Engineer. Engineer contact information can be found on EPD's website at the following location: <http://epd.georgia.gov/drinking-water-forms>.

Enclosure:

GEOS Instructions – How to Pay DW Invoice



Georgia EPD Drinking Water Laboratory and Related Service							
Chemical / Cryptosporidium Analysis							
Water System	Population Served	Annual Fee 0 or 1 Entry Point (OLD)	Annual Fee 2 Entry Points (OLD)	Annual Fee 3 or more Entry Points (OLD)	Annual Fee 0 or 1 Entry Point (NEW)	Annual Fee 2 Entry Points (NEW)	Annual Fee 3 or more Entry Points (NEW)
CWS and NTNCWS	100,001 or More	\$17,600	\$24,800	\$32,500	\$19,360	\$27,280	\$35,750
CWS and NTNCWS	50,001 – 100,000	\$14,700	\$17,000	\$19,600	\$16,170	\$18,700	\$21,560
CWS and NTNCWS	10,001 – 50,000	\$9,200	\$10,700	\$12,200	\$10,120	\$11,770	\$13,420
CWS and NTNCWS	3,301 – 10,000	\$6,600	\$7,600	\$8,700	\$7,260	\$8,360	\$9,570
CWS and NTNCWS	1,001 – 3,300	\$3,900	\$4,600	\$5,400	\$4,290	\$5,060	\$5,940
CWS and NTNCWS	751 – 1,000	\$1,820	\$2,250	\$2,700	\$2,002	\$2,475	\$2,970
CWS and NTNCWS	501 – 750	\$1,150	\$1,590	\$2,040	\$1,265	\$1,749	\$2,244
CWS and NTNCWS	101 – 500	\$640	\$780	\$880	\$704	\$858	\$968
CWS and NTNCWS	100 or Fewer	\$300	\$390	\$440	\$330	\$429	\$484
TNCWS	Any Population	\$45	\$45	\$45	\$49.50	\$49.50	\$49.50
Georgia EPD Drinking Water Laboratory and Related Service							
Coliform / E. coli Analysis							
Water System	Population Served	Number of Routine TCR Samples		Annual TCR Monitoring Fee (OLD)	Annual TCR Monitoring Fee (New)		
CWS and NTNCWS	10,001 – 12,900	10 / month or 120 / year		\$1,440	\$1,584		
CWS and NTNCWS	8,501 – 10,000	10 / month or 120 / year		\$1,440	\$1,584		
CWS and NTNCWS	7,601 – 8,500	9 / month or 108 / year		\$1,300	\$1,430		
CWS and NTNCWS	6,701 – 7,600	8 / month or 96 / year		\$1,160	\$1,276		
CWS and NTNCWS	5,801 – 6,700	7 / month or 84 / year		\$1,010	\$1,111		
CWS and NTNCWS	4,901 – 5,800	6 / month or 72 / year		\$870	\$957		
CWS and NTNCWS	4,101 – 4,900	5 / month or 60 / year		\$720	\$792		
CWS and NTNCWS	3,301 – 4,100	4 / month or 48 / year		\$580	\$638		
CWS and NTNCWS	2,501 – 3,300	3 / month or 36 / year		\$440	\$484		
CWS and NTNCWS	1,001 – 2,500	2 / month or 24 / year		\$290	\$319		
CWS and NTNCWS (SW)	751 – 1,000	1 / month or 12 / year		\$150	\$165		
CWS and NTNCWS (SW)	501 – 750	1 / month or 12 / year		\$150	\$165		
CWS and NTNCWS (SW)	101 – 500	1 / month or 12 / year		\$150	\$165		
CWS and NTNCWS (SW)	100 or Fewer	1 / month or 12 / year		\$150	\$165		
NTNCWS (GW)	1,000 or Fewer	1 / quarter or 4 / year		\$50	\$55		
TNCWS	Any Population	1 / quarter or 4 / year		\$50	\$55		



### 1.1 Pay Drinking Water Invoice

#### 1.1.1 Create GEOS Account and Specify the Account Type

If the drinking water users have never used GEOS before, they may come to register a new GEOS account. Upon registration, they should select the Account Group of "Fee Payment", which is designed for users who only need to make payments in GEOS, and check the Submittal Group of "Finance: Invoice Payment Only".

\* Account group:  Fee Payment  
 Preparer  
 Responsible Official  
 \* Submittal Group:  
 Finance: Invoice Payment Only

After selection, users may proceed to the next pages for answering security questions and entering picture verifications. They don't necessarily have to associate facilities with their GEOS account.

#### 1.1.2 Make Payment

After registration, users can log into their own GEOS account to make an online payment. They may either click on the "Make Online Payment" link on the dashboard or go to the "Submittal" module > Start a new submittal (filtering the category as Fee/Invoice") to start payment.

The top screenshot shows the 'My Dashboard' with a 'Submittal' tab selected. Under 'Start a New Submittal', the 'Make Online Payment' button is highlighted with a red box. A warning message states: 'Warning! - Only one user may access an one browser tab. If multiple users access or tabs, errors and data loss may occur.' Below this are sections for 'Upcoming Submittal Obligations' (showing no obligations) and 'Permits / Licenses - Click the icon' (showing no items found).

The bottom screenshot shows the 'Start a New Submittal' form. The 'Category' is set to 'Fee/Invoice' and 'Department' is set to '(All)'. A search bar for 'Keyword' is visible. Below the form is a section titled 'Other Department Submittal Type List' showing 'Total 1 items' with a card for 'ACH Online Payment - FIMS'.



To make the payment, users may enter the FIMS Account ID and Invoice Number received (from the invoice received from EPD), and click the search button to initiate the request.

**GEORGIA**  
DEPARTMENT OF NATURAL RESOURCES  
ENVIRONMENTAL PROTECTION DIVISION  
DRINKING WATER INVOICE

FIMS Account ID: 59  
Customer Name: Test Name  
Water System ID: GA XXXXXXX  
Invoice Number: 80058

Total Due : \$ 12,400.00

**Notification:**  
Check Water System Information  
gdrikingwater.net  
Account Information:  
TOTAL AMOUNT DUE ON

**BILLING SUMMARY**

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
2015-07-01 - 2016-06-30	08/03/15	12,400.00	0.00	0.00	0.00	12,400.00

1 Data Entry  
To fill in all Data Entry forms

2 Online Payment - FIMS

3 Validation  
To validate all required data and documentation

4 Payment  
To make a payment

5 Submission  
To submit

Please fill out the form below.  
Don't forget to click the save button or green check mark for tables to save your input!

**FIMS Account/Invoice Information**

Account ID: 59  
Invoice Number: 80058 [Search]

Account ID: 59  
Account Name: Test Account  
Invoice Number: 80058  
Invoice Period: 2015-07-01 - 2016-06-30  
Due Date: 08/03/2015  
Invoice Amount : \$123  
Total Due Amount: \$123

GEOS will then automatically pull out the invoice details from the Account ID and invoice number. After verifying the invoice details, users may proceed to the Payment tab to make an ACH payment. Please note that all mandatory fields (marked with \*) on the payment page have to be filled out properly.

**PAYMENT (SUBMITTAL ID: 320712)**

Search for account numbers, verify the required information and click OK for the NEXT button below.

**Outstanding Balance**

Outstanding Balance: \$12,400.00

FIMS Credit Payment: \$12,400.00

**Payment Method**

Payment Method: eCheck (ACH - NACHA)

Account Type: Direct Deposit  
Savings Account: ABC  
Routing Number: 123  
Account Number: 123

TOTAL PAYABLE: \$12,400.00

[Exit] [Previous] [Next]

In the last step, users have to enter their security questions and PIN to verify that they are the actual owner of this GEOS account. With all these steps done, an online payment will be completed in GEOS.



**Georgia DOT Project: Roundabout SR 81 @ Ozora Church Road**  
**County: Walton**  
**GDOT P.I.: 0016363**

## **CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING**

between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Walton County Water & Sewer Department (hereinafter called the OWNER)

---

Whereas the DEPARTMENT proposes to undertake a project to construct a roundabout at SR 81 and CR 29/Ozora Church Road in Walton County by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: 6 inch PVC watermains to be replaced with 8 inch DIP and 16 inch DIP watermains and appurtenances.

Whereas the OWNER does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the roadway contract to be let by the DEPARTMENT; and, now therefore:

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required water items will be accomplished by the OWNER or OWNER'S Consultant, the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment, relocation, or new installation of the OWNER'S facilities in accordance with the OWNER'S customary practices, standards, and details subject to conformance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including DEPARTMENT'S Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the DEPARTMENT'S Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and in the current Microstation file format.

2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.
3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

If necessary, the Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans, and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.

4. All construction engineering (layout, inspection) and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the OWNER before authorizing any changes or deviations which might affect the OWNER'S facility. Engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.
5. The OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.
6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or it's CONTRACTOR.
8. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards. It is contemplated by the DEPARTMENT and OWNER that a Contract Item Agreement will be executed by both parties that will supersede this memorandum. The cost for the utility

facilities shall be the responsibility of the OWNER and reimbursement to the DEPARTMENT shall be handled thru a Contract Item Agreement.

**APPROVED FOR THE OWNER BY:**

*Paul J. Thompson*  
(Signature)

5-1-23  
(Date)

Chairman  
(Title)

**APPROVED FOR THE DEPARTMENT BY:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

State Utilities Administrator  
(Title)

Contract Item Agreement to be required? YES  
Preliminary Engineering Agreement to be required? No

**DRAFT DATE: 04/17/23**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL CONTRACT WITH THE WALTON COUNTY PUBLIC FACILITIES AUTHORITY; TO RATIFY CERTAIN ACTIONS PREVIOUSLY TAKEN BY THE COUNTY; TO CONSENT TO THE AUTHORITY TAKING CERTAIN ACTIONS; AND FOR OTHER PURPOSES**

WHEREAS, the Walton County Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. L. 2023, p. 5764 et seq.), as thereafter amended (the “Act”); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of financing or refinancing all or part of the cost of (1) any project (as authorized by the Act), which includes the acquisition, construction and installation of any capital project, located inside or outside the territorial boundaries of the County, determined by the Issuer to promote the public good or general welfare of the citizens of the County or to be necessary or convenient for the efficient operation of the County or any of its enterprises or systems; and (2) any undertaking permitted by the Revenue Bond Law; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority and the County propose to finance the acquisition, construction and installation of the Walnut Grove Park, the renovation on the Hammond Drive courthouse and the renovation of County fire stations (collectively, the “Projects”); and

WHEREAS, after careful study and investigation, the Authority proposes to issue its Revenue Bonds (Walton County Projects), Series 2023, in the aggregate principal amount of not to exceed \$36,000,000 (the “Series 2023 Bonds”) for the purpose of providing funds to (a) finance the Projects, and (b) pay the costs of issuing the Series 2023 Bonds; and

WHEREAS, the exact aggregate principal amount of the Series 2023 Bonds and interest rates thereon and other terms of the Series 2023 Bonds will be determined by the Authority in a supplemental resolution to be adopted prior to the issuance and delivery of the Series 2023 Bonds and approved by the Board of Commissioners by a resolution to be adopted prior to the issuance and deliver of the Series 2023 Bonds; and



WHEREAS, the Authority and the County propose to enter into an Intergovernmental Contract (the “Contract”), a form of which is attached hereto as Exhibit B, pursuant to which the Authority will agree, among other things, to issue the Series 2023 Bonds for the purpose of providing funds to finance the Projects, and the County will agree to make Contract Payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2023 Bonds (the “Contract Payments”); and

WHEREAS, the Series 2023 Bonds will be secured by a first lien on the Contract and the Contract Payments; and

WHEREAS, the County proposes to authorize the execution and delivery of a Bond Purchase Agreement, dated the date hereof (the “Bond Purchase Agreement”), and substantially in the form presented to the Board of Commissioners of Walton County (the “Board of Commissioners”) at this meeting, among the Authority, the County and Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), providing for the sale of the Series 2023 Bonds to the Underwriter; and

WHEREAS, the County proposes to ratify and approve the distribution of a Preliminary Official Statement (the “Preliminary Official Statement”) used in connection with the offering and sale of the Series 2023 Bonds; and

WHEREAS, the County proposes to approve the execution and delivery of an Official Statement (the “Official Statement”) with respect to the Series 2023 Bonds; and

WHEREAS, the County proposes to authorize the execution, delivery and performance of a Continuing Disclosure Certificate, dated the date of each respective Bond Purchase Agreement (the “Disclosure Certificate”) to assist the Underwriter in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY AS FOLLOWS:

Section 1. Bond Resolution. The Board of Commissioners hereby approve the form of the Bond Resolution, adopted by the Authority on April 18, 2023, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made thereto with the consent of the Chairman of the Board of Commissioners.

Section 2. Contract. The execution, delivery and performance by the Chairman or Vice-Chairman and Clerk or Assistant Clerk of the Board of Commissioners of the Contract is hereby authorized and approved. Such Contract shall be in substantially the form attached hereto as Exhibit B, subject to such changes, insertions and omissions as may be approved by the Chairman executing the same, and the execution of the Contract by the Chairman and Clerk or Assistant Clerk as herein authorized shall be conclusive evidence of such approval.

Section 3. Payments Under the Contract. There are hereby authorized to be made by the County, from any moneys available for such purpose, all of the contract payments due under the Contract in such amounts and at times which will be sufficient to enable the Authority to pay when due the principal of and interest on the Series 2023 Bonds, as such amounts shall be presented for approval at the meeting of the Board of Commissioners to adopt a supplemental resolution approving the final terms of the Series 2023 Bonds.

Section 4. Bond Purchase Agreement. The execution and delivery by the Chairman or Vice-Chairman of the Board of Commissioners of the Bond Purchase Agreement is hereby authorized and approved. The Bond Purchase Agreement shall be in substantially the form presented for approval at the meeting of the Board of Commissioners to adopt a supplemental resolution approving the final terms of the Series 2023 Bonds.

Section 5. Bond Validation. The Chairman or Vice-Chairman of the Board of Commissioners is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2023 Bonds and the security therefor be declared valid in all respects.

Section 6. Approval of Preliminary Official Statement. The use and distribution of the Preliminary Official Statement with respect to the Series 2023 Bonds is hereby ratified and approved.

Section 7. Deemed Final Certificate. The execution and delivery of the certificate deeming the Preliminary Official Statement final for purpose of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, are hereby ratified and approved.

Section 8. Approval of Official Statement. The Chairman or Vice-Chairman of the Board of Commissioners is hereby authorized to execute and deliver on behalf of the County the Official Statement and such certificates or letters of representation as may be necessary or convenient relating to the information concerning the County in the Official Statement of the Authority relating to the Series 2023 Bonds. The Official Statement shall be in substantially the form as the Preliminary Official Statement, subject to such changes, insertions or omissions as may be approved by the Chairman executing the same, and the execution of the Official Statement by the Chairman as herein authorized shall be conclusive evidence of such approval. The use and distribution of the Official Statement by the Underwriter is hereby approved.

Section 9. Disclosure Certificate. The execution and delivery by the Chairman or Vice-Chairman of the Board of Commissioners of the Disclosure Certificate is hereby authorized and approved. The Disclosure Certificate shall be in substantially the form attached as an appendix to the Preliminary Official Statement, subject to such changes, insertions or omissions as may be approved by the Chairman executing the same, and the execution of the Disclosure Certificate by the Chairman as herein authorized shall be conclusive evidence of such approval.

Section 10. Consent to Authority Action Relating to Series 2023 Bonds. The County hereby consents to and approves the Authority proceeding with the issuance of the Series 2023 Bonds and all documents and proceedings related thereto.

Section 11. Consent to Authority Entering Into Contract. The County hereby consents to, and approves, the execution, delivery and performance of the Contract by the Authority.

Section 12. Additional Actions. From and after the date of adoption of this resolution, the Chairman and Clerk or Assistant Clerk of the Board of Commissioners are hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the execution and delivery by the County of the Contract, the issuance and sale of the Series 2023 Bonds and the effectuation of the matters contemplated by this Resolution.

Section 13. Ratification of Prior Actions; Repealing Clause. All actions of the County previously taken with respect thereto, are hereby ratified and reaffirmed except to the extent specifically modified or supplemented by this resolution and by the execution of the Contract as contemplated herein. All resolutions or parts thereof of the Board of Commissioners in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 14. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Bond Resolution, the Contract or any amendatory contract or any other document relating to the Series 2023 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the County in his or her individual capacity and no such officer, member, agent or employee shall be personally liable on the Series 2023 Bonds or be subject to personal liability or accountability by reason of the issuance or amendment thereof.

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 2<sup>nd</sup> day of May, 2023.

BOARD OF COMMISSIONERS OF  
WALTON COUNTY

(SEAL)

By: \_\_\_\_\_  
Chairman

Attest:

By: \_\_\_\_\_  
Clerk

EXHIBIT A  
BOND RESOLUTION



EXHIBIT B  
CONTRACT

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Walton County, DO HEREBY CERTIFY that the foregoing pages of typewritten matters constitute a true and correct copy of a resolution of the Board of Commissioners of Walton County duly adopted on May 2, 2023, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the Minute Book of the Board of Commissioners which is in my custody and control.

GIVEN under my hand and seal of Walton County, this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Clerk, Board of Commissioners of Walton County

(SEAL)



# Walton County

## 2023 Benefits Renewal

Presentation By:  
MSI Benefits Group  
May 2, 2023



# 2022 - 2023 Total Spend Analysis

Item 8.1.

Paid Date	Medical/Rx Enrollment	Fixed Costs			Attachment Point	Gross Claims
Month	Employees	Admin/Network Fees	Stop Loss Premium	Total Fixed Cost	Max Claims Liability	Total Medical/Rx
July 2022	559	\$48,041	\$85,541	\$133,582	\$947,145	\$163,081
August 2022	555	\$47,714	\$84,960	\$132,674	\$940,709	\$652,807
September 2022	568	\$48,831	\$86,948	\$135,779	\$962,728	\$660,256
October 2022	570	\$48,952	\$87,162	\$136,114	\$965,099	\$654,034
November 2022	579	\$49,699	\$88,493	\$138,192	\$979,834	\$864,736
December 2022	582	\$50,017	\$89,059	\$139,076	\$986,101	\$931,309
January 2023	575	\$49,355	\$87,881	\$137,237	\$973,059	\$804,504
February 2023	575	\$49,415	\$87,988	\$137,404	\$974,245	\$590,961
March 2023	578	\$49,673	\$88,447	\$138,120	\$979,326	\$1,010,702
April 2023	0	\$0	\$0	\$0	\$0	\$0
May 2023	0	\$0	\$0	\$0	\$0	\$0
June 2023	0	\$0	\$0	\$0	\$0	\$0
<b>Totals:</b>	<b>5,141</b>	<b>\$441,698</b>	<b>\$786,480</b>	<b>\$1,228,178</b>	<b>\$8,708,246</b>	<b>\$6,332,390</b>
<b>Avg:</b>	<b>571</b>	<b>\$49,078</b>	<b>\$87,387</b>	<b>\$136,464</b>	<b>\$967,583</b>	<b>\$703,599</b>

Average Costs	PEPM	PEPY
Admin. Fees	\$85.91	\$773.19
Stop Loss Premium	\$152.97	\$1,376.73
<b>Total Fixed Costs</b>	<b>\$238.88</b>	<b>\$2,866.56</b>
<b>Total Net Agg Paid Claims</b>	<b>\$1,275.07</b>	<b>\$15,300.88</b>
<b>Gross Costs</b>	<b>\$1,514</b>	<b>\$18,167</b>
<b>Total Fixed Costs</b>	<b>\$238.88</b>	<b>\$2,866.56</b>
<b>Total Net Paid Claims</b>	<b>\$1,289.66</b>	<b>\$15,475.92</b>
<b>Gross Costs</b>	<b>\$1,529</b>	<b>\$18,342</b>

<b>Adjustments and Out of Agg Claims:</b>	<b>-\$604,448</b>
<b>Spec Claims:</b>	<b>\$381,178</b>
<b>Total Net Agg Paid Claims:</b>	<b>\$6,555,660</b>
<b>Max Claims Liability:</b>	<b>\$8,708,246</b>
<b>Max Loss Ratio:</b>	<b>75.28%</b>
<b>Total Net Agg Paid Claims:</b>	<b>\$6,555,660</b>
<b>Expected Claims Liability:</b>	<b>\$6,966,597</b>
<b>Expected Loss Ratio:</b>	<b>94.10%</b>
<b>Total Net Agg Paid Claims:</b>	<b>\$6,555,660</b>
<b>Agg Spec Deductible:</b>	<b>\$75,000</b>
<b>Total Net Paid Claims:</b>	<b>\$6,630,660</b>

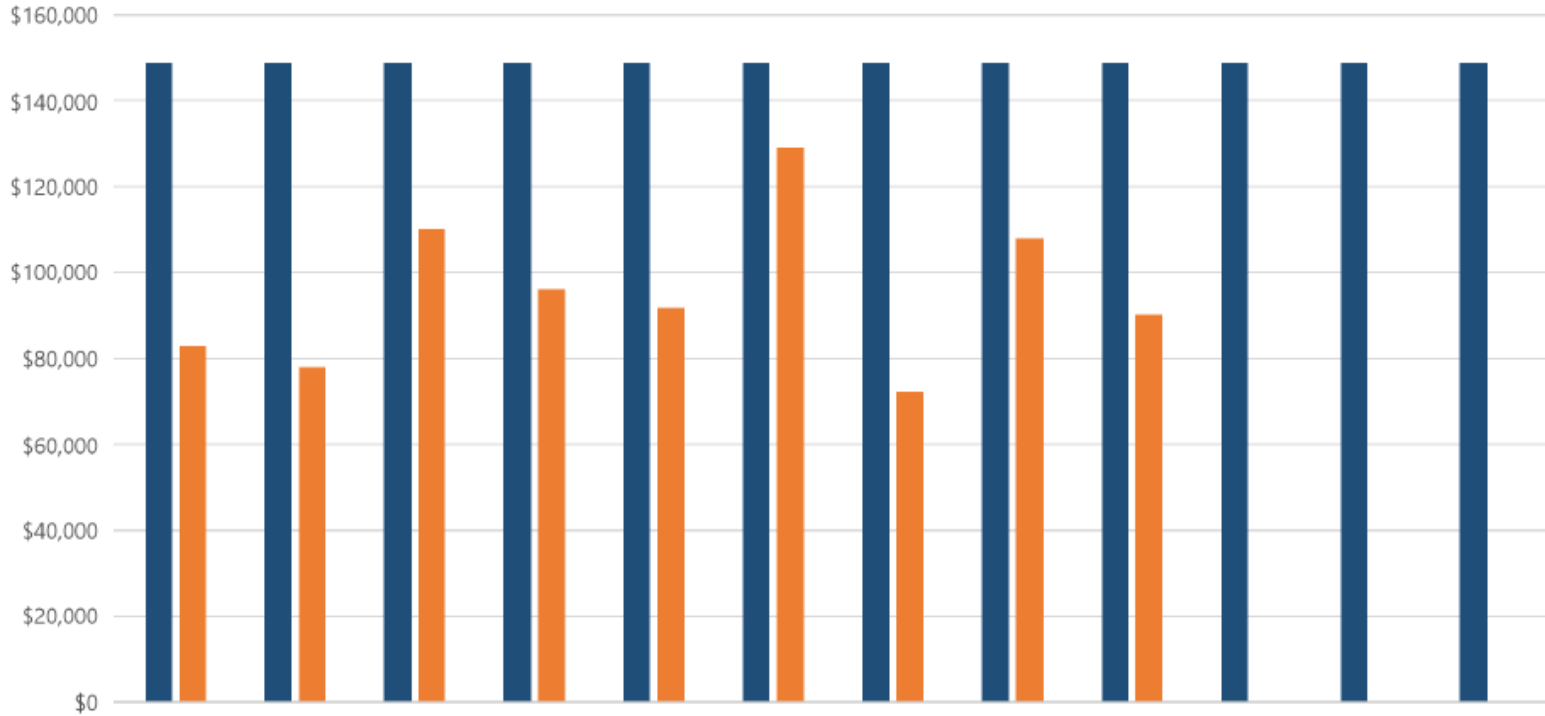
# Veracity - Rx Savings

Item 8.1.



## WALTON COUNTY Prescription Drug Spend YOY Comparison

- Jul 21-Mar 22 **\$1,337,922**
- Jul 22-Mar 23 **\$857,936**



Plan Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2021-22 (Pre/Base)	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	148,658	1,783,896
2022-23	82,817	77,904	110,169	96,109	91,738	129,111	72,118	107,768	90,202				857,936



# Medical Renewal Options

Item 8.1.

	2022 Current	Option 1 2023 Renewal	Option 2 Alternate
<b>FIXED COST</b>			
Third Party Administrator	Anthem BlueCross	Anthem BlueCross	Anthem BlueCross
Stop-Loss Carrier	Anthem BlueCross	Anthem BlueCross	TOKIOMARINE HCC
Total Enrolled	588	588	588
Stop Loss Premium	\$148.14	\$202.50	181.83
Specific Stop Loss Deductible	\$175,000	\$175,000	\$175,000
Aggregating Stop Loss Deductible	\$75,000	\$75,000	\$75,000.00
<b>Annual Fixed Cost</b>	<b>\$1,723,428</b>	<b>\$2,119,128</b>	<b>\$2,001,576</b>
		\$395,700	\$278,148
		36.70%	22.74%
		22.96%	16.14%
<b>CLAIMS</b>			
Contract	24/12	24/12	24/12
Provider Network	Anthem BlueCross	Anthem BlueCross	Anthem BlueCross
Pharmacy Benefit Manager	VERACITY BENEFITS	VERACITY BENEFITS	VERACITY BENEFITS
Expected Claim Factor	\$1,355.00	\$1,488.31	\$1,685.24
<b>Total Expected Claim Liability</b>	<b>\$9,560,880</b>	<b>\$10,501,515</b>	<b>\$11,891,053</b>
<i>Maximum Claim Liability</i>	\$11,951,100	\$13,126,912	\$14,863,817
		9.84%	24.37%
<b>TOTAL COST</b>			
<b>Employee/Retirees Annual Cost</b>	<b>\$1,272,817</b>	<b>\$1,272,817</b>	<b>\$1,272,817</b>
<b>County Anticipated Annual Net Spend</b>	<b>\$10,011,491</b>	<b>\$11,347,827</b>	<b>\$12,619,812</b>
Percentage of Change		13%	26%
Total Budget Change	\$0	\$1,336,336	\$2,608,321
County Net PEPY	\$17,026	\$19,299	\$21,462


- Option 2 was the most competition proposals from all stop-loss markets – still under review with firm and final expected prior to the scheduled BOC meeting

# Medical Plan Design

	Curren Plan		Proposed Plan	
IN-NETWORK	Anthem		Anthem	
Individual Calendar Year Deductible	\$500		\$500	
Family Calendar Year Deductible	\$1,500		\$1,500	
Coinsurance	Member Pays 20% Plan pays 80%		Member Pays 20% Plan pays 80%	
Individual Out-of-Pocket Maximum	\$3,000		\$3,000	
Family Out-of-Pocket Maximum	\$9,000		\$9,000	
Primary Care Physician Co-pay	\$25		<b>\$35</b>	
Specialist Physician Co-pay	\$50		\$50	
Preventive Care (not subject to deductible)	\$0		\$0	
Live Health Online (Online Physician Visit)	\$0/\$50		<b>\$0/\$0</b>	
Urgent Care Center Co-pay	\$35		<b>\$50</b>	
Emergency Room Co-pay (waived if admitted)	\$350		\$350	
PRESCRIPTION DRUG CO-PAYMENTS	Veracity /ProCare		Veracity /ProCare	
Retail Drugs – Tier 1	\$5 / \$20		\$5 / \$20	
Retail Drugs – Tier 2	\$45		\$45	
Retail Drugs – Tier 3	\$90		\$90	
	Bi-Weekly		Bi-Weekly	
Employee Only	197	\$30.33	197	\$30.33
Employee + Spouse	106	\$85.59	106	\$85.59
Employee + Children	74	\$78.06	74	\$78.06
Employee + Family	211	\$133.32	211	\$133.32
	588	<b>\$1,272,817</b>	588	<b>\$1,272,817</b>


- The plan changes being recommended is intended to help with utilization towards the new Employee Health Clinic

# Dental Renewal

Employees on coverage: 591	Current Self - Insured			
				
	Current		Renewal	
Administrative Fee PEP	\$3.58		\$3.76	
Total Annual Admin Fee	\$25,389		\$26,666	
Expected Annual Claims	\$401,621		\$478,790	
Actual Annual Claims	\$447,229			
Employee Annual Deductions	\$141,133		\$141,133	
<b>County Net Cost</b>	<b>\$331,486</b>		<b>\$364,323</b>	
<b>Expected Annual Cost Difference</b>			<b>\$32,838</b>	
			9.91%	
Bi-weekly Deductions (26 per year)				
	BASE		BUY UP	
Employee Only	119	2.71	78	6.74
Employee + Spouse	74	5.41	33	14.52
Employee + Children	28	5.14	34	14.25
Employee + Family	95	8.39	130	17.50
<b>Combined Annual Deductions</b>	<b>\$141,133</b>			
66 Waived Coverage				
Summary of Benefits				
	BASE		BUY UP	
Deductible (Individual / Family)	\$50 / \$150		\$50 / \$150	
Preventive	100%		100%	
Basic	80%		80%	
Major	50%		50%	
Annual Maximum Benefit	\$1,000		\$2,000	
Fillings	80%		80%	
Simple Extractions	80%		80%	
Oral Surgery	80%		80%	
Periodontics	80%		80%	
Endodontics (Root Canals)	80%		80%	
Crowns	50%		50%	
Dentures / Bridges	50%		50%	
Orthodontia Coverage	Not Covered			
Notes	1 Year Rate Guarantee 80th Percentile Implants Not Covered			


- Dental claims slightly higher than projected
- Dental claims are expected to trend 6% annually

# Vision Renewal

		Current Self - Insured	
			
Employees on coverage: 554		Current	Renewal
Admin Fee (PEPM)		\$1.79	\$1.79
Total Annual Admin		\$11,899.92	\$11,899.92
Annual Expected Claims		\$48,856.00	\$44,715.39
Actual Claims		\$43,413.00	
Total		\$55,312.92	\$56,615.31
Total Annual Fully Insured Premium			
Annual Employee Cost		\$34,345.22	\$34,345.22
County Expected Net Cost		\$20,967.70	\$22,270.09
			6.21%
		<i>Employee Deductions (26 per year)</i>	
Employee Only	181	1.16	
Employee + Spouse	115	2.32	
Employee + Children	59	2.20	
Employee + Family	199	3.59	
79 Waived Coverage			
<u>IN-NETWORK</u>			
Routine Eye Exam		\$10 copay (every 12 months)	
Eyeglass Frames		\$130 allowance (every 24 months)	
<u>Eyeglass Lenses</u>			
Standard Plastic Single		\$20 copay	
Standard Plastic Bifocal		\$20 copay	
Standard Plastic Trifocal		\$20 copay (every 12 months)	
<u>Contact Lenses</u>			
Elective Conventional Lenses		\$130 allowance	
Elective Disposable Lenses		\$130 allowance (every 12 months)	
<u>OUT-OF-NETWORK</u>			
Routine Eye Exam		\$30 allowance	
Eyeglass Lenses		\$25 - \$55 allowance	
Contact Lenses - Elective		\$105 allowance	
Frames		\$45 allowance	

- Actual claims are lower than anticipated
- Vision claims are expected to trend 3% annually

# Basic Life

<b>Basic Life and AD&amp;D Insurance</b>		
Basic Life / AD&D Amount	\$25,000	
Reduction Schedule:	35% at age 65, 50% at age 70, terminates at retirement	
Life Rate:	0.145	
AD&D Rate:	0.020	
Projected Volume:	\$16,160,000	
Covered Lives:	553	
Basic Life Monthly Premium:	\$2,666.40	
<b>Annual Cost:</b>	<b>\$31,996.80</b>	
Rate Guarantee:	7/1/2024	

- No change



## Medical

- Renew with Anthem and make suggested plan changes – no employee deduction changes

## Dental/Vision

- Renew with Anthem with no changes in benefits or deductions

## Basic Life Insurance

- Renew with OneAmerica



# Walton County Board of Commissioners Facilities/Risk Mgmt. Dept.

Item 10.1.

303 South Hammond Dr.  
Suite 97  
Monroe, GA 30655  
(770) 267-1401

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: April 24, 2023

RE: Social Circle Community Center Walking Trail

Ms. Hawk,

In accordance with the Walton Country Purchasing Policy we have advertised a Request for Bid to provide installation of a Walking Trail. The Walking Trail will be located at the Social Circle Community Center 573 Fairplay Drive, Social Circle, Ga. 30025 and is described in bid number 2023-18. We received two responsive Bids listed below.

Hammond Grading, Inc.---- \$64,170.00  
Tri Scapes, Inc.----- \$174,722.70

It is my recommendation that the Board of Commissioners accept a low bid of **\$64,170.00** from Hammond Grading, Inc. Hammond Grading, Inc. is a local company and has performed satisfactory work on County projects and has performed similar projects without issue. Their experience and qualifications have been verified to the County's satisfaction.

Hank Shirley, Director  
Facilities/Risk Mgmt. Dept.