



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, January 09, 2024 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. SHERIFF'S OFFICE

[4.1.](#) Transfer of Canine Azriel

5. FINANCE

5.1. Presentation of FY 2023 Audit - Mauldin & Jenkins

6. PLANNING COMMISSION RECOMMENDATIONS

[6.1.](#) Denial of Z23100006 - Rezone 2.40 acres from A2 to B3 truck parking/laydown lot & outside storage - Applicant: Richard Wade - Owner: Ronald Ramage - property located at 2384 Hwy. 278 - Map/Parcel C1580022 - District 4

[6.2.](#) Approval of CU23100017 with Conditions - Conditional Use on 10 acres for a solid waste transfer station - Applicant/Owner: Buddy R. Johnson/DAV Properties LLC - property located at 898 Adamson Dr. - Map/Parcel C1350028A00 - District 5

Recommended Conditions - 1) Proposed facility in general accordance with the site plan, specifically the buffers; 2) Reduced operating hours - 4:00 a.m. - 6:00 p.m. Monday - Saturday, Closed Sundays; 3) Clean floors daily per EPD regulations; 4) Trash handling operations will occur inside the building which will have three permanent sides and a roll-up door on the fourth side which is to be closed when not in operation; 5) Misting system to be installed to reduce odor; 6) Tank will store leachate and cleaning runoff and will be pumped out as needed.

- 6.3.** Approval of OA23110001 - Amendment to Walton Co. Land Development Ordinance per Errata Sheet dated 11/01/2023

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

- 7.1.** Approval of December 5, 2023 Meeting Minutes
- 7.2.** Contracts & Budgeted Purchases of \$25,000 or Greater
- 7.3.** Acceptance of Hawks Boost Grant - Walton Co. Parks and Recreation
- 7.4.** Anthem BCBS Stop Loss Policy
- 7.5.** Farm Lease Agreement (Renewal) - Anglin Road
- 7.6.** Contract - Axon Evidence Justice Services Agreement - District Attorney's Office
- 7.7.** Fiscal Agent Designation/Acceptance Agreement - Partnership for Families, Children and Youth

8. APPOINTMENTS

- 8.1.** County Clerk
- 8.2.** Assistant County Clerk
- 8.3.** County Attorney
- 8.4.** Vice Chairman
- 8.5.** Northeast Georgia Aging Services Advisory Council

9. ACCEPTANCE OF BIDS/PROPOSALS

- 9.1.** Center Hill Church Road Water Main

10. DISCUSSION

- 10.1.** County Manager's Report/Update

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

12. ANNOUNCEMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

If you are an individual with a disability and require special assistance at this meeting, please contact our office 48 hours prior to the meeting 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.



SHERIFF JOE CHAPMAN
WALTON COUNTY SHERIFF'S OFFICE
1425 South Madison Avenue, Monroe, Georgia 30655
Office (770) 267-6557
Fax (770) 267-1500



November 9, 2023

To: Milton Cronheim, Finance Director

From: Major Scott Whisnant 

Ref: Transfer of Canine Azriel

Canine Azriel has been diagnosed with Intervertebral disk degeneration. This is a genetic neurological defect that will prevent the canine from performing all assigned duties. The diagnosis was confirmed by two separate veterinary doctors. The Sheriff's Office maintains all documentation related to the diagnosis.

The canine is covered under an existing warranty agreement. The vendor has consented to the requirement to replace the canine at no cost to Walton County.

Consistent with previous practices the Walton Sheriff's Office has approved transferring the canine to the assigned handler for the sum of one dollar. We request approval to move forward with the transaction. Doing so will ensure that the canine is placed in a safe environment and allowed to live out the rest of its natural existence.

The Walton Sheriff's Office will execute an agreement with the handler to prohibit future breeding or sale for monetary gain.

Upon approval we will execute the transfer and remove the canine from the capital assets inventory.

cc: John Ward, County Manager



Planning and Development Department Case Information

Case Number: Z23100006

Meeting Dates: Planning Commission 11-02-2023 – TABLED TO 12-14-2023
Board of Commissioners 01-09-2024–BOC amended date 01-10-2024

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

Owner:
Ronald E Ramage
110 Elaine Drive
Warner Robins, GA 31088-6521

Current Zoning: A2

Request: Rezone 2.40 acres from A2 to B3 for truck parking lot, laydown lot and outdoor storage.

Address: 2384 Highway 278, Social Circle, Georgia 30025

Map Number: C1580022

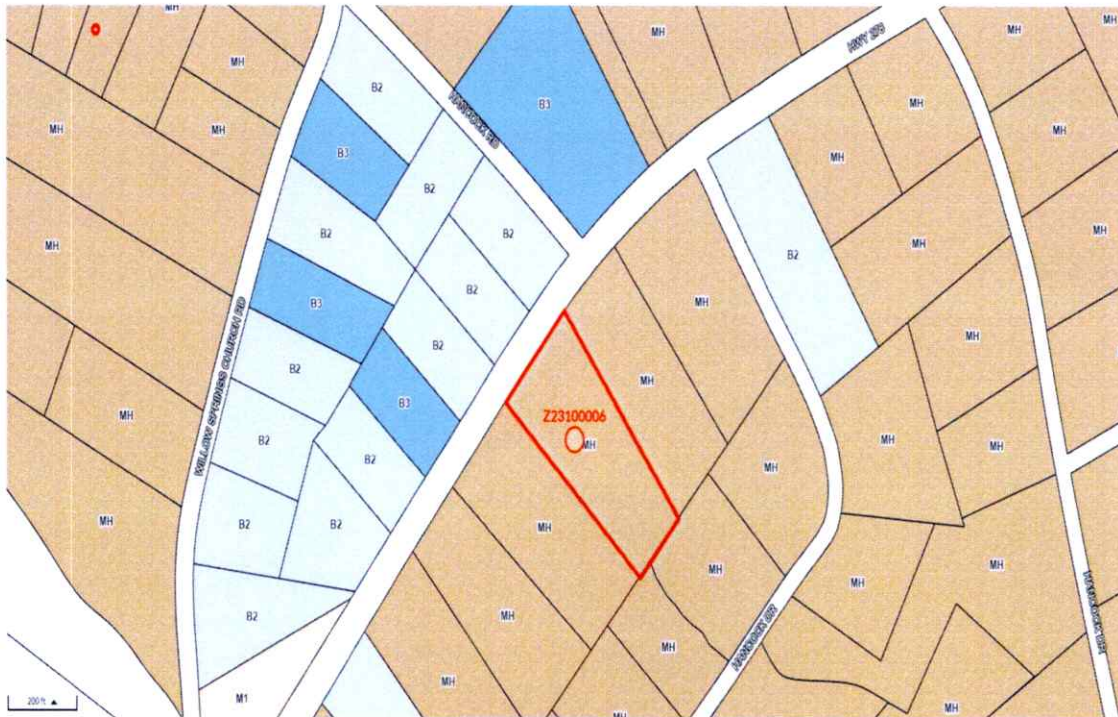
Site Area: 2.40

Character Area: Employment Center

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

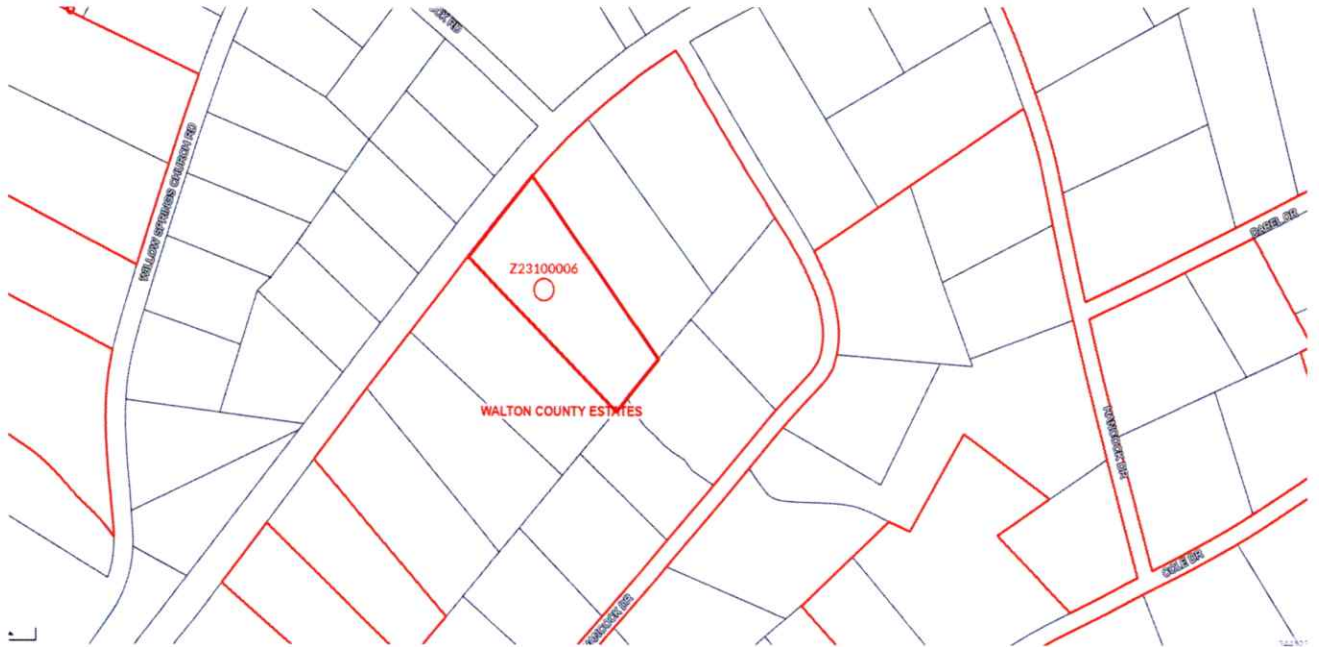


Existing Site Conditions: Property consists of 2.40 acres.

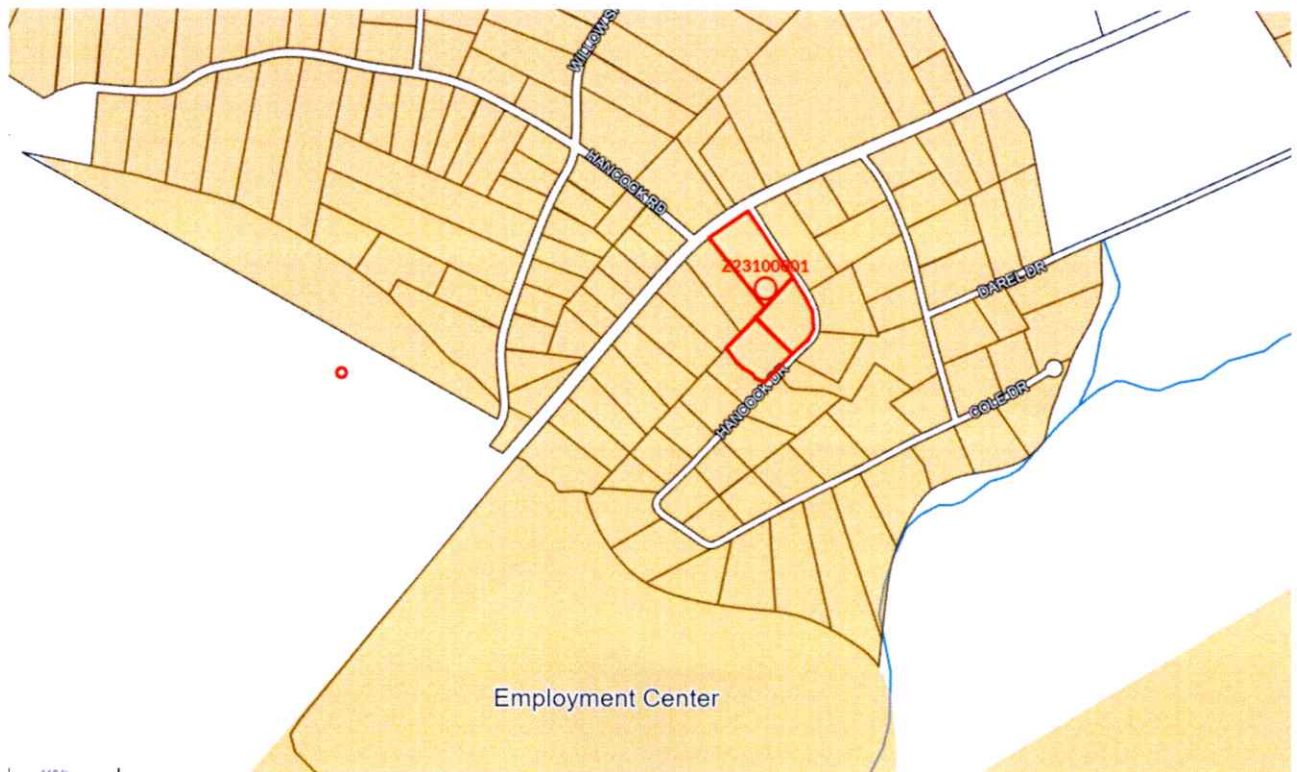


The surrounding properties are zoned B3, B2 and A2.

Subdivisions surrounding property:



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



History: No History

Staff Comments/Concerns:

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

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

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

Comments and Recommendations from various Agencies:

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

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

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

City of Social Circle Water Department: No comment received.

11/16/2023 E-mail from Social Circle Water Department: The city does have water in this area going down Highway 278 towards the DNR headquarters. The water line is on the opposite side of Highway 278 but capable of getting the property water with a bore under Highway 278. I do not know if there would be any special requirements there from Ga DOT due to their widening project in the area.

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

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

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

DOT Comments: Will require coordination with GDOT. Will need to coordinate with Georgia DOT District Office for commercial access.

PC RECOMMENDATIONS 11/2/2023:

4.2 Z23100006-Rezone 2.40 acres from A2 to B3 truck parking/laydown lot & outside storage-Applicant: Richard Wade-Owner: Ronald Ramage-located on 2384 Hwy 278-Map/Parcel C1580022-District 4.

Presentation: Applicant requested that the case be tabled due to his closing on the property in a couple of weeks.

Recommendation: John Pringle made a motion to recommend tabling the case until the next Planning Commission Meeting on December 14, 2023, with a second by Pete Myers. The motion carried unanimously.

PC RECOMMENDATIONS 12/14/2023:

3.1 Z23100006-Rezone 2.40 acres from A2 to B3 truck parking/laydown lot & outside storage-Applicant: Richard Wade-Owner: Ronald Ramage-located on 2384 Hwy 278-Map/Parcel C1580022-District 4.

Presentation: The Applicant, Richard Wade, nor anyone on his behalf was present to represent the case. The Director, Charna Parker, advised that the Applicant called and will not be able to be present. She went on to explain that the Applicant wants to do a truck parking/laydown lot & outside storage. She advised that the site plan states that he would like to have 37 tractor trailer parking spaces. She stated that it is up to the Board what they would like to do.

Speaking: James Evans spoke and stated that he lives in Social Circle, and he was at the last meeting where the Applicant didn't show up and the Applicant didn't show up this month. He stated that he can speak for the people in the area that this is a residential area and Highway 278 is a two-lane road. Highway 278 has heavy traffic and where this land exists there are curves and 2 hills which makes for limited sight

distance. He stated that this is a residential area and putting it in commercial would not be good. Mr. Evans went on to state that on August 18th at 3:36 p.m. he called Josh Prohett at the County to advise him about this lot. This lot has kudzu and overgrown grass. There is trash and old appliances and old cars in the yard. This property is in bad condition, and something needs to be done about this. He asked for the Board to please deny this rezone.

Recommendation: Keith Prather made a motion to deny the rezone with a second by John Pringle. The motion carried unanimously. Mr. Kemp stated that this case will go to the Board of Commissioners Meeting in January 2024.

Rezone Application # 223100006 Application to Amend the Official Zoning Map of Walton County, Georgia

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

Map/Parcel C15B0022
Applicant Name/Address/Phone # RICHARD WADE (WADE NATIONAL LLC) **Property Owner Name/Address/Phone** Ronald E. Kamage
3846 W. DEEP MOUNTAIN DR. RIVINGTON, VT 05465 110 Elaine Drive
801.755.8080 Warner Robins GA. 31088-6521
E-mail address: richwade21@gmail.com (If more than one owner, attach Exhibit "A")
Phone # 801.755.8080 **Phone #** _____
Location: 2384 HWY 270 **Requested Zoning** B2 **Acreage** 2.4
Existing Use of Property: RESIDENTIAL
Existing Structures: MOBILE HOME
The purpose of this rezone is TRUCK PARKING LOT / LAYDOWN LOT /
OUTSIDE STORAGE

Property is serviced by the following:
Public Water: **Provider:** WALTON COUNTY WATER AUTHORITY **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] 10.2.23 \$ 450
Signature **Date** **Fee Paid**
Public Notice sign will be placed and removed by P&D Office
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:
Existing Zoning A2 **Surrounding Zoning:** North B2 South A2
East A2 West A2
Comprehensive Land Use: Employment Center **DRI Required?** Y _____ N
Commission District: 4-Lee Bradford **Watershed:** / **TMP** /

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: WADE NATION LLC, RICH WADE
Address: 3846 W. DEER MOUNTAIN DR, RIVERTON, UT 84065
Telephone: 801-755-8080
Location of Property: 2384 HWY 278, SOCIAL CIRCLE, GA 30025

Map/Parcel Number: C1580022

Current Zoning: RESIDENTIAL Requested Zoning: B2

[Signature]
Property Owner Signature

Property Owner Signature

Print Name: RICHARD WADE

Print Name: _____

Address: 3846 W. DEER MOUNTAIN
RIVERTON, UT 84065

Address: _____

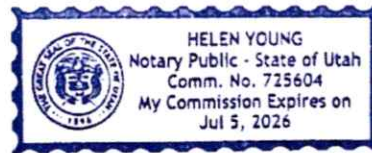
Phone #: 801-755-8080

Phone #: _____

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

[Signature]
Notary Public

10-3-23
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 & B3 ACROSS THE STREET

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

PROPERTY VALUES WONT BE DIMINISHED

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

IT WOULD NOT. N/A

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

IT WOULD BENEFIT EVERYONE AROUND

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

IT IS SUITABLE & WILL FIT IN WITH THE COMMERCIAL ZONING.

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

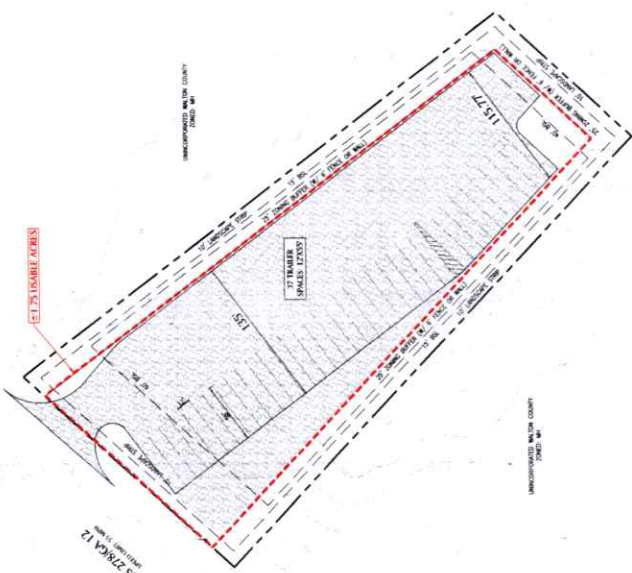
NOT VACANT

CONCEPTUAL SITE PLAN



CONCEPTUAL SITE PLAN

PRELIMINARY SITE PLAN DISCLAIMER:
 THIS PRELIMINARY SITE PLAN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT AND DOES NOT REPRESENT A GUARANTEE OF ANY KIND. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PRELIMINARY SITE PLAN. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PRELIMINARY SITE PLAN.



ZONING INFORMATION

ZONING CLASSIFICATION
 JURISDICTION: UNINCORPORATED WALTON COUNTY, GA
 DISTRICT: UNINCORPORATED WALTON COUNTY, GA
 ZONING: UNINCORPORATED WALTON COUNTY, GA
 MAP: UNINCORPORATED WALTON COUNTY, GA

BUILDING SETBACKS

FRONT	60' / 75'
REAR	40'
MAJOR SIDE	15'
MINOR SIDE	15'

BUFFERS

LANDSCAPE BUFFER	10'
CONCRETE BUFFER	15'
CONCRETE STREAM BUFFER	15'
CITY STREAM BUFFER	15'

PARKING SUMMARY

MINIMUM REQUIRED	35
PROVIDED	41.75

ENVIRONMENTAL

FLOOD PLAIN PRESENT (FPM)	NO
STREAMS PRESENT (SW)	NO
WETLANDS PRESENT (W)	NO

LANDSCAPE REQ'S

MINIMUM PERCENTAGE ALLOWED	75%
MINIMUM BEARING CAPACITY	1.4

RICH WADE
 2384 HWY 278
 UNINCORPORATED WALTON COUNTY
 GEORGIA

PAULSON MITCHELL
 INCORPORATED
 LAND PLANNERS
 ENGINEERS & SURVEYORS
 TRANSPORTATION
 LANDSCAPE ARCHITECTS
 85-A MILL STREET
 SUITE 300
 ROSWELL, GEORGIA 30075
 VOICE 770.650.2648
 FAX 770.650.2644
 www.paulsonmitchell.com

OCTOBER 2ND, 2023

LETTER OF INTENT

TO: WALTON COUNTY PLANNING DEPARTMENT
126 COURT ST
MONROE, GA

FROM: WADE NATION LLC
RICH WADE
3846 W. DEER MOUNTAIN DR.
RIVINGTON, VT 05065
801.755.8080

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

BEST REGARDS



RICHARD WADE



Planning and Development Department Case Information

Case Number: CU23100017

Meeting Dates: Planning Commission 12-14-2023
Board of Commissioners 01-09-2024–BOC Amended Date 01-10-2024
To 01-09-2024

Applicant/Owner:
Buddy R Johnson
DAB Properties LLC
550 Mountain Trail
Monroe, Georgia 30655

Current Zoning: (I1) which is M1

Walton County Land Development Ordinance - Effective 12-3-2002, The I1 Industrial zoning district designation was rescinded. All properties located in this Land Development District shall comply with the requirements of the M1 Light Industrial District.

Request: Conditional Use to allow a solid waste transfer station

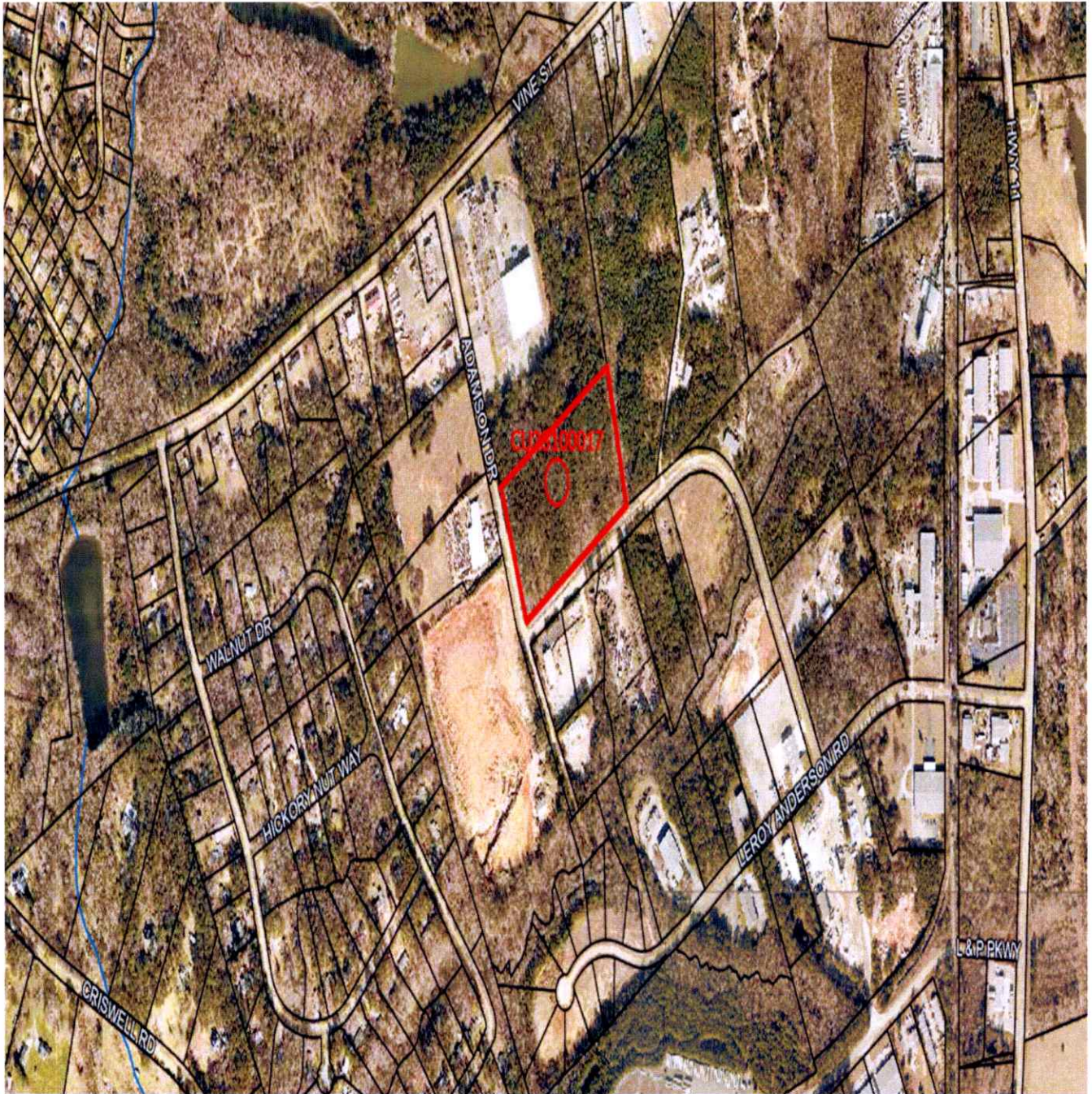
Address: 898 Adamson Drive, Monroe, Georgia 30655

Map Number: C1350028A00

Site Area: 10 acres

Character Area: Employment Center

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



Existing Site Conditions: Property consists of 10 acres.

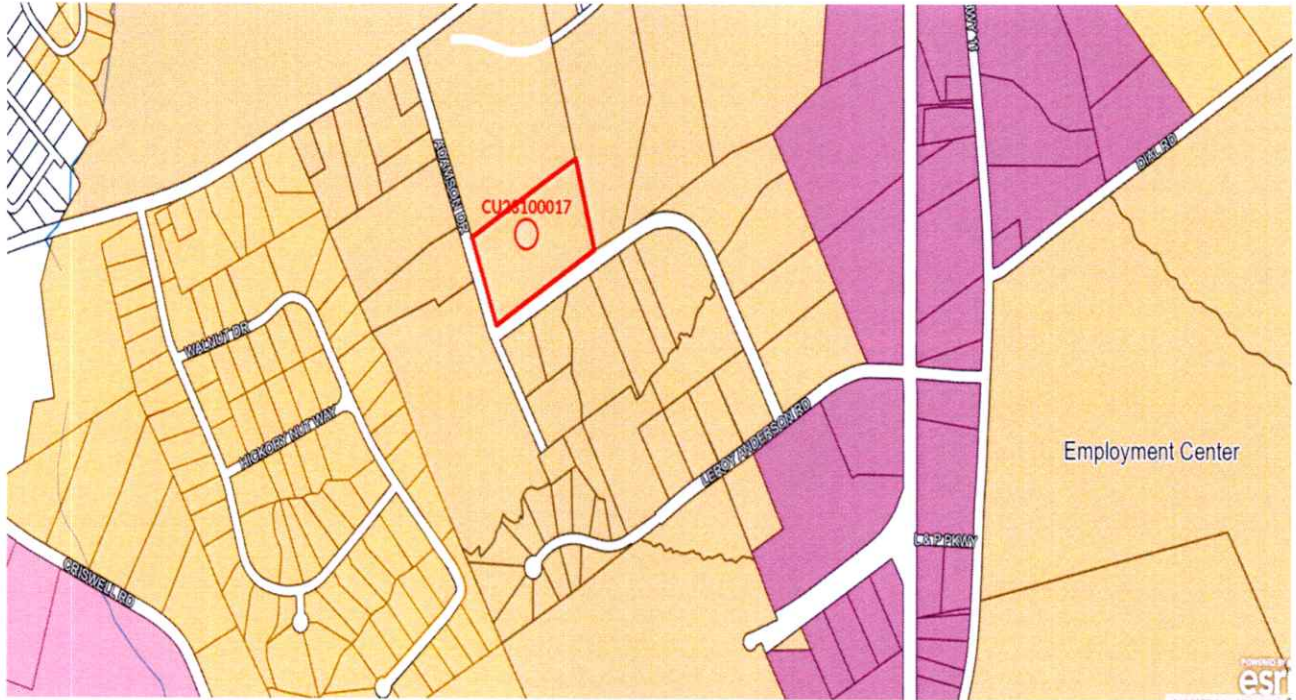
The surrounding properties are zoned I1 which is M1.



Subdivisions surrounding property:



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



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends that a commercial driveway be installed to site if approved.

Sheriffs' Department: This will not impact the Walton County Sheriff's Office.

Water Authority: The property is located within the City of Monroe Service Area.

Fire Department: Potential for haz-mat incidents with trash, rubbish and recycling debris. Water run-off into the soil from fire suppression activities.

Fire Marshal: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances.

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

DOT Comments: Will not need to coordinate with Georgia DOT.

City of Monroe: Logan Propes sent in a letter dated November 29, 2023 which is attached hereto.

PC RECOMMENDATIONS 12/14/2023:

- 4.1 **CU23100017-Conditional Use on 10 acres for a solid waste transfer station- Applicant/Owner: Buddy R Johnson/DAB Properties LLC-located on 898 Adamson Dr-Map/Parcel C1350028A00-District 5.**

Presentation: Andrea Gray represented the case. She stated that she represents Buddy Johnson of DAB Properties LLC. This property is located at 898 Adamson Drive, Monroe and on the map, it shows south of Vine Street and west of Highway 11.

Zoning shows I1 which is now M1. There is a concrete plant and inert land field also on this road. The proposed use would be a solid waste transfer station servicing Southern Sanitation. Southern Sanitation has been providing residential trash services in Walton County for 22 years and wants to have their own solid waste transfer station instead of having to go to the City of Monroe.

Operations include receiving and sorting household waste and then hauling off the sorted waste to a landfill or recycling center.

The site plan shows a 19,000 sq. ft. transfer building with an office and scale. The site plan also shows the buffers. There will be a 100 ft. side buffer and a 100 ft. rear buffer. There will be a 100 ft. buffer with a 3-foot vegetated berm and a 50 ft. buffer with a 3 foot vegetative berm. 36% of site being pervious services.

Mitigating Potential Impacts – Location & Site Plan. Located in the center of an industrial park; building and operations are concentrated in the center of the site; 100 ft. wooded buffers on three sides; buffers and 3-foot berms on road frontage; and truck traffic will use the bypass which will be finished before this project.

Ms. Gray stated that the City of Monroe had concerns about how this would impact the airport. Cy Nunnally Memorial Airport is more than 1 mile away – property boundary to property boundary, as the crow flies. The building is no taller than those already in the area and is surrounded by trees. Birds are not known hazards when transfer stations are maintained in accordance with EPD standards. Gwinnett County Airport runway is 2,400 feet from a transfer station and has a three-sided operation. Peachtree DeKalb Airport 1,200 feet from runway to a solid waste transfer station and transfer station is

three-sided.

Truck Traffic – Mitigation of Impacts – City of Monroe- truck traffic will bypass Monroe and trucks will no longer travel to/from the City's Cherry Hill transfer station thereby reducing truck traffic in the city. Walton County-truck traffic along collection routes will be the same. Trucks coming to/from the transfer station will use the 4.7-mile bypass to reduce impacts to county roads.

Ms. Gray stated that they are requesting approval of a conditional use permit to allow for operation of a solid waste transfer station to service Southern Sanitation; no rezone is required; no character area change is required; no variances are requested; and EPD will regulate operations.

Peachtree has a building open on 3 sides and 3 roll up doors. No trash will be outside the building. They will use a misting system to control odor and fans installed for dust & odor and it will be carbon filtrated.

Pete Myers asked if Southern Sanitation will be the only one dumping there and Ms. Gray stated that this was the intention right now. Buddy Johnson reiterated and stated that yes, Southern Sanitation is the only one but if any other company wants to dump that it will be allowed. Mr. Johnson stated that he runs 21 trucks about 6 to 7 times a day. Mr. Myers asked how many loads are expected to come in and Mr. Johnson stated that with this one and the one that was approved for Garrett that Walton County would not need one for a while.

Keith Prather stated that the location is good and will keep a lot of trucks out of town. He was concerned about the smell.

Timothy Kemp asked about the paving - one section is gravel but on each side is paved.

Josh Ferguson stated that the property is located in an industrial park and land use is appropriate for this use and it is in proximity to the bypass and is in support of this use.

Josh Ferguson asked if you had to weigh your own trash and Mr. Johnson stated that yes but they still have to dump with the big boys.

John Pringle asked if they handled glass and Mr. Johnson stated that they did not that The glass has been out of the recycle thing for a while.

John Pringle stated they still recycle on 81 and place in Atlanta and it will be interesting to see what will happen.

Buddy Johnson stated that the station will be closed on Sunday and open Monday – Saturday 4:00 a.m. – 6:00 p.m.

Speaking: Mark Still who owns property at 850 Adamson spoke and stated that he has been there since 1997. He has a concern about the rodents and the odor. He also stated that when you go to Athens that you can smell the odor even with air freshener in

the car. He went on to say that the County just approved 100 acres to be under construction for a subdivision and do these people know about this transfer station. He also stated that their property values will probably diminish. He went on to state that he was one of the first buildings on Adamson Drive and he has seen 3 concrete companies come and he hasn't seen any improvement of Adamson Drive. He also stated that they can't work on tractor trailers in the summertime because of all the dust. He stated that surrounding streets aren't constructed well enough to handle this type of business. He stated that he is now a police officer. He stated that with trucks going up and down Adamson Drive that when he goes to the shop that everything will be covered in dust. He stated that as far as the Monroe Bypass that most of the trucks will come to Adamson Drive. He stated that 21 trucks coming on Vine Street and Breedlove Drive is not good.

Mr. Still said there was a fire at the inert landfill, and the only fire station goes all the way to Social Circle. Adamson Drive needs major improvements.

Mr. Still asked if the county has rules currently in place for a transfer station and Ms. Parker Director advised that we did.

He has seen no improvements in this area and the tax base has gotten more.

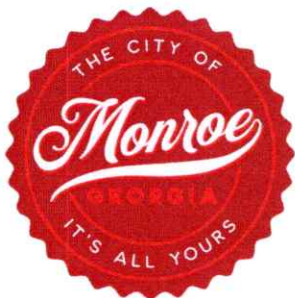
Andrea Gray came back for rebuttal and stated that she appreciates Mr. Still's concerns and thanks him for his service as a police officer. She stated that as far as the smell that they will have a misting system and the building will be enclosed. As far as Vine Street that property is in the City. Where this property is located it was zoned Industrial. This use is in character of the area. The industrial part has been there a long time before this subdivision was developed.

As for Adamson Drive they would love the county to fix the roads but this is not necessary to approve this conditional use as far as conditions with roads and service.

There is a Fire Station 2 miles down the Highway. Property will be adequately protected.

Recommendation: John Pringle made a motion to approve with the following conditions:

1. Proposed facility in general accordance with the site plan specifically the buffers.
 2. Reduced operating hours – closed Sunday, 4am-6pm Monday-Saturday.
 3. Clean floors daily per EPD regulations.
 4. Trash handling operations will occur inside the building which will have three permanent sides and roll-up doors on the fourth side which will be closed when not in operation.
 5. Misting system will be installed to reduce odor.
 6. Tank will store leachate and cleaning runoff and will be pumped out as needed.
- with a second by Keith Prather. The motion carried unanimously.



 215 N Broad Street
 Monroe, GA 30655
 (770) 267-3429
 lpropes@monroega.gov

November 29, 2023

Tracie Malcom
 Zoning Coordinator
 126 Court St.
 Monroe, Georgia 30655

RE: CU23100017: 898 Adamson Drive, Monroe, Georgia 30655

Dear Ms. Malcom

Please accept this letter as formal comment from the City of Monroe regarding the conditional use application to be before your Planning & Zoning Commission and Board of Commissioners.

The City of Monroe has multiple concerns related to construction and operation of the DAB Properties Transfer Station. The primary concern is heavy truck traffic to and from Monroe to the Oak Grove Landfill potentially, and then from increased garbage refuse truck traffic through the middle of Monroe's historic and award-winning Downtown along S.R. 11 prior to the completion of the State of Georgia connector route (PI 0000411 – S.R. 83 truck connector). Once completed, there would still be traffic that would undoubtedly be placed on S.R. 11 for shorter routes of travel to the proposed property located at 898 Adamson Drive in Walton County.

The other concerns of note are increased trash in the rights-of-way of the City of Monroe, and the added stress on our infrastructure of streets in Downtown due to increased heavy truck traffic, even after the completion of the S.R. 83 truck connector as mentioned above.

The current zoning for the property is identified as M1 (Light Industrial District) on the Walton County Zoning Map. Section 250.A of the Walton County Land Development Ordinance describes the purpose of the M1 Industrial District as primarily for wholesale warehousing, trade shops, and light manufacturing uses. Section 250.A further states the intent of the M1 Industrial District is to establish areas of industrial use which would be less objectionable by reasons of dust, odor, noise, traffic safety or congestion, than those of the M2 Heavy Industrial District. A solid waste transfer station is not compatible with the purpose or intent of the M1 Industrial District due to the intensity of the use as a potentially major contributor to odor while in the process of handling solid waste. Even with the facility being indoors, transfer and collection trucks will routinely frequent the site contributing to a scenario where the odor involved with solid waste will trespass to other properties in the vicinity and in the City of Monroe.

The proposed development indicates only a septic tank drain field will be utilized for waste treatment for a single bathroom comprising a toilet and a sink. Leachate resulting from the truck to truck waste transfer process has not been addressed or even considered as part of the proposed development, which raises an important question of how will leachate be treated if the site only has a septic tank for a toilet and a sink? The City of Monroe has concerns regarding the lack of planning for wastewater treatment involved in the solid waste transfer process and potential negative environmental impacts to adjoining properties in the City of Monroe.

Finally, a major concern exists as it relates to the flight path of the Cy Nunnally Memorial Airport and the potential increase in wildlife as stated by the Georgia Department of Transportation Airport Safety Data Program Manager, Alan Hood. His response is as follows; *this waste sorting building is 1 mile off of the runway of the Cy Nunnally Memorial Airport (D73). It is outside of the runway protection zone, but is within the approach and departure area. An FAA Form 7460-1 should be submitted to the Federal Aviation Administration via <https://oeaaa.faa.gov>. The FAA must be in receipt of the notifications, no later than 120 days prior to construction. The FAA will evaluate the potential impacts of the project on protected airspace associated with the airports and advise the proponent if any action is necessary.*

Enclosed waste-handling facilities that receive garbage behind closed doors; process it via compaction, incineration, or similar manner; and remove all residue by enclosed vehicles generally are compatible with safe airport operations, provided they are constructed and operated properly and are not located on airport property or within the Runway Protection Zone. These facilities should not handle or store putrescible waste outside or in a partially enclosed structure accessible to hazardous wildlife. Trash transfer facilities that are open on one or more sides; or store uncovered quantities of municipal solid waste outside, even if only for a short time; or use semi-trailers that leak or have trash clinging to the outside; or do not control odors by ventilation and filtration systems (odor masking is not acceptable) do not meet the FAA's definition of fully enclosed trash transfer stations. The FAA considers fully enclosed waste-handling facilities constructed or operated incorrectly incompatible with safe airport operations if they are located closer than 10,000' of an airport.

The City of Monroe as a sponsor of the Cy Nunnally Memorial Airport considers this a major concern as it relates to waste drawing wildlife into the flight pattern of the airport, thus creating danger to life hazard.

Sincerely,



Logan Propes
City Administrator
City of Monroe

Conditional Use Application # CU 23100017

Planning Comm. Meeting Date 12-14-2023 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 01-09-2024 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 C1350028A00

Applicant Name/Address/Phone # DAB Properties, LLC
550 Mountain Trail
Monroe, Georgia 30655
E-mail: buddyjohnson@att.net
Phone # 770-527-9595

Property Owner Name/Address/Phone same as Applicant

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

Location 898 Adamson Dr, Monroe Present Zoning I-1 (mi) Acreage 10 acres
Existing Use of Property: vacant
Existing Structures: none
Property is serviced by:
Public Water: X Provider: City of Monroe Well: _____
Public Sewer: _____ Provider: _____ Septic Tank: X

The purpose of this conditional use is: to construct a solid waste transfer station within an industrial area for use primarily in connection with Southern Sanitation's operations.

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 Buddy Johnson Date 10/30/2023 \$ 350.00 Fee Paid

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

Office Use Only:

Existing Zoning I-1 (mi) Surrounding Zoning: North I-1 (mi) South I-1 (mi)
East I-1 (mi) West I-1 (mi)
Comprehensive Land Use: Employment Center
Commission District: S-Jeremy Adams Watershed: _____

I hereby withdraw the above application _____ Date: _____

AGENT AUTHORIZATION

Date: _____ Tax Map and Parcel Number(s): C1350028A00

PROPERTY ADDRESS: 898 Adamson Drive, Monroe, Georgia 30655

PROPERTY OWNER: DAB Properties, LLC
550 Mountain Trail
Monroe, Georgia 30655

APPLICANT: DAB Properties, LLC
550 Mountain Trail
Monroe, Georgia 30655

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

ACTION: Conditional use Permit on 10 acres in an industrial area for use as a solid waste transfer station

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

ATTORNEY/AGENT

[Signature]

BY:

Sworn to and subscribed before me this 27 Day of October 2023

[Signature]
NOTARY PUBLIC



APPLICANT: DAB Properties, LLC

[Signature]
BY:

Sworn to and subscribed before me this 27 Day of October 2023

[Signature]
NOTARY PUBLIC



Standard Review Questions

Conditional Use Permit Standards under Section 106

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.

Applicant designed the site layout to be protective of neighboring properties in the industrial park. There are no residential properties adjacent to the property. The property is bordered by industrial properties to the east and north and by Adamson Drive to the west and south. There will be 100-foot buffers between the properties to the north and east and the western boundary with Adamson Drive. The southern boundary with Adamson Drive will include a 50-foot buffer. Along both sides of Adamson Drive, there will also be a 3-foot vegetated berm to mitigate visual and potential noise impacts. The transfer building itself is in the middle of the 10-acre site.

In addition to the site layout, the business operations will also provide protection for adjoining property owners. All dumping and sorting of trash/recycling will be done in the 3-sided building. Applicant will use a misting system inside the building to reduce odors and will follow all EPD regulations regarding regular cleanings. Operating hours will be consistent with other industrial uses with no operations running on Sundays and ceasing at 6pm on the other six days.

2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered

Applicant's site plan includes a dedicated entrance and exit – one on the western side of the property and one on the southern side of the property. Separating the entrance/exit will provide for a more streamlined flow of traffic. Applicant anticipates approximately 4 trucks per hour visiting the site. The transfer station is primarily to accommodate Southern Sanitation's operations which is already a trash and recycling pickup provider in Walton County. The estimated volume of traffic coming and going from the site will not overburden the already industrial area.

3. Off-street parking and loading and the entrances to and exists from such parking and loading will be adequate in terms of location, amount and design to serve the use.

The parking and loading areas are concentrated in the center of the 10-acre site and are more than adequate to accommodate the business operations. All unloading/loading and sorting will occur within the 19,000 sf building.

4. Public facilities and utilities are capable of adequately serving the proposed use.

The proposed transfer station will not burden public facilities or utilities. The site will be served by water from the City of Monroe. It will use an on-site septic system. The water and sewer usage

are limited to one staff restroom and water used to spray and clean inside the building. Electricity requirements are not substantial and will be provided by Walton EMC.

5. The proposed use will not adversely affect the level of property values or general character of the area.

The proposed use is consistent with the other industrial uses and general character within the Leroy Anderson Industrial Park. The property is surrounded by other industrial properties. Applicant's development will add value to the tax base by transforming vacant property into an operational, tax revenue-generating business.



Andrea P. Gray LLC

Attorney at Law

October 30, 2023

Ms. Charna Parker
 Director
 Walton County Planning and Development
 303 S Hammond Drive
 Suite 98
 Monroe, GA 30655

Re: Applicant: DAB properties, LLC
 Property: 898 Adamson Drive, Monroe GA
 Tax Parcel: C1350028A00
 Request for a Conditional Use Permit to operate a solid waste transfer station on
 10-acres

Dear Ms. Parker:

DAB Properties, LLC (“Applicant”) seeks to build a solid waste transfer facility to serve Southern Sanitation on a 10-acre property at 898 Adamson Drive, Monroe, Georgia (the “Property”). Applicant’s plans include a 19,000 square foot building, a scale station and an office. The Property is currently zoned I-1 and completely surrounded by other properties zoned I-1 and used for industrial purposes. A solid waste transfer station is allowed as a conditional use under the existing zoning.

The site design incorporates large buffers, vegetated berms, and access accommodations which will help mitigate impacts to adjoining property owners. The Property is bordered by industrial properties to the east (Ready Mix USA, LLC) and north (PET Acquisition Corp) and by Adamson Drive to the west and south. The properties across Adamson Drive are also industrial. There will be 100-foot buffers between the properties to the north and east and the western boundary with Adamson Drive. The southern boundary with Adamson Drive will include a 50-foot buffer. Along both sides of Adamson Drive, there will also be a 3-foot vegetated berm to mitigate visual and potential noise impacts. The transfer building itself is in the middle of the 10-acre site.

Applicant’s operations will also help mitigate impacts to adjoining properties. It will install misters inside the transfer building to help mitigate smells, which combined with the distance from the building to adjacent properties and the wooded buffer, should significantly reduce any odor impacts. The building itself is 250+ ft from the eastern and western boundaries and 120+ft from



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

the northern and southern property boundaries. Its hours and days of operation will be limited to Monday-Saturday, 4am to 6pm and approximately four employees will staff the site. All waste will be handled inside the building and all EPD guidelines for washing inside the facility will be followed. The flow of trucks coming and leaving the facility will be routed through a separate entrance and exit, one on the western side of the property and one on the southern boundary with Adamson Drive. The transfer station is primarily to serve Southern Sanitation's needs. Southern Sanitation is already a trash and recycling service provider in Walton County and this new transfer station will reduce demand on the already overburdened Monroe transfer station and add tax revenues to the county. On average, Applicant expects four trucks per hour coming and going from the transfer station. This volume should not overly burden local roads and is consistent with other industrial uses. The Property is also a short distance to Hwy 11 which will be the primary route used to access it.

Applicant respectfully requests approval of a conditional use permit to allow for construction of a solid waste transfer station on the Property. A rezoning is not required given that it is already zoned I-1. The location within an industrial park is an ideal location for the transfer station which will primarily serve a business already operating in Walton County, Southern Sanitation.

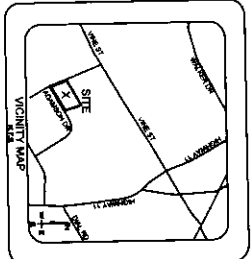
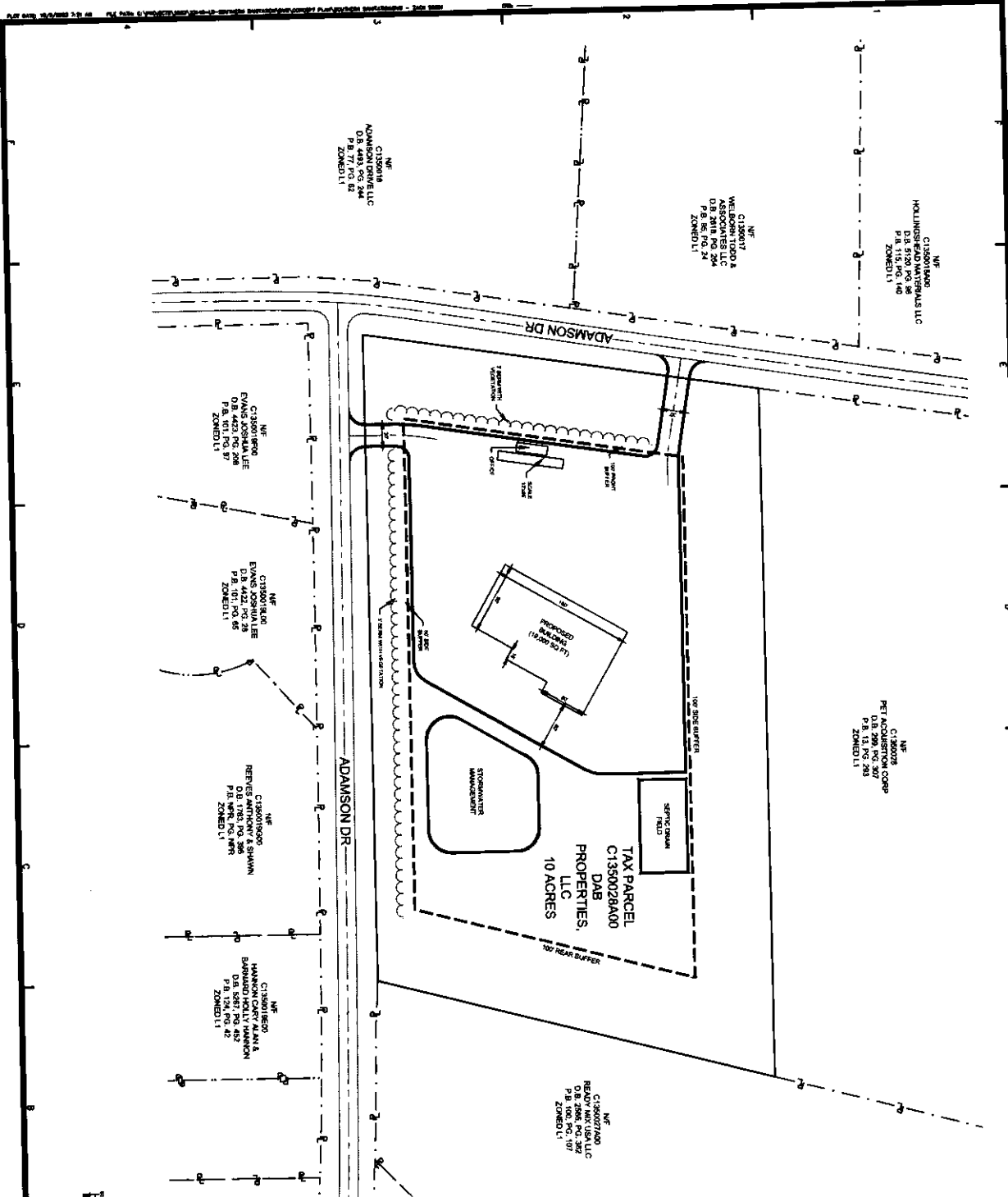
Please let me know if you have any questions.

Sincerely,



Andrea Gray
Applicant's Representative



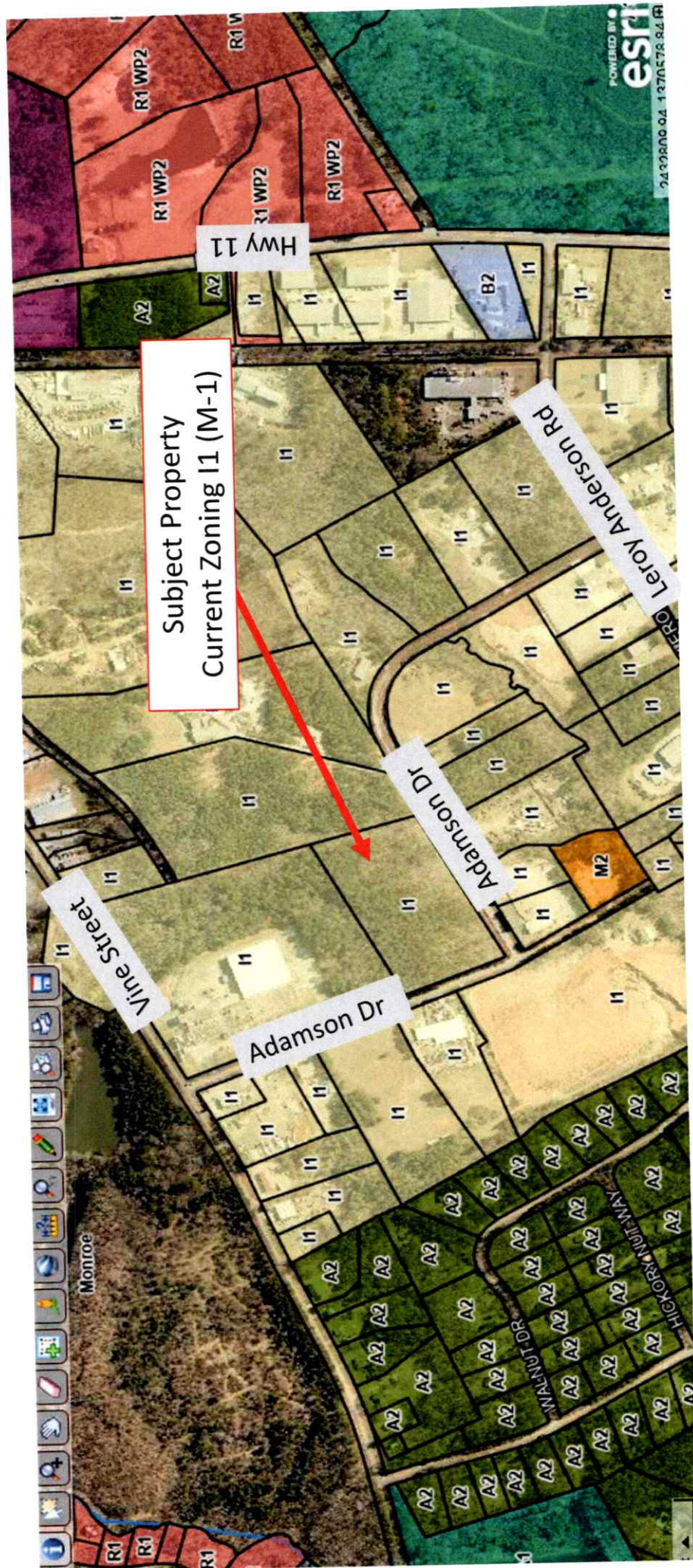


PROJECT DATA
 APPLICANT/OWNER - DAB PROPERTIES, LLC
 ACREAGE - 10 ACRES
 CURRENT ZONING - L1
 PROVIDER FOR WATER - CITY OF MONROE
 ONSITE SEPTIC SYSTEM
 IMPERVIOUS - 63.66%
 PERVIOUS - 36.34%

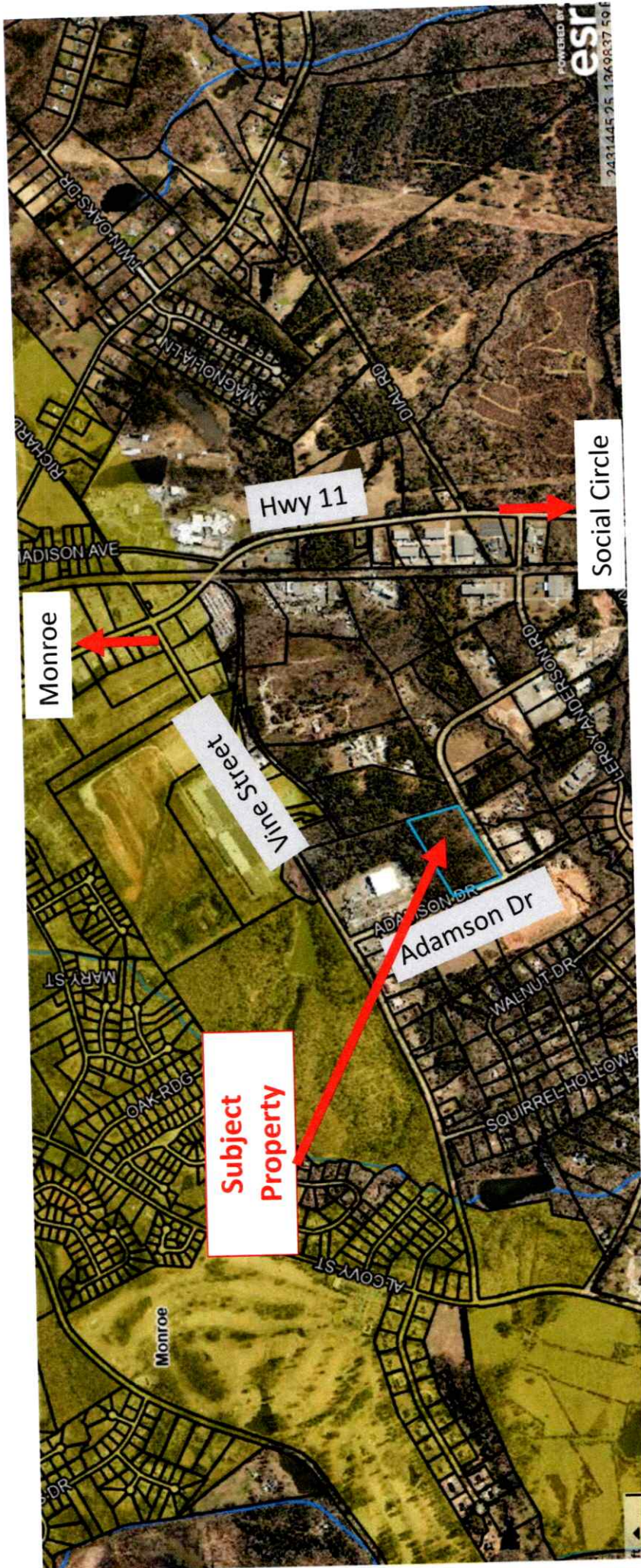


<p>1 OF 1</p>	<p>DATE: 10/26/23</p> <p>NO: 23158</p> <p>DESCRIPTION: MANORIAL</p>	<p>CONCEPT PLAN</p>	<p>DAB PROPERTIES, LLC</p> <p>LAND LOT 35, DISTRICT 3, MONROE, WALTON, GEORGIA</p>	<p>PRECISION SURVEYING, LLC</p> <p>planners • engineers • architects • surveyors</p> <p>Georgia Land Surveying Firm COA # LS1000313 800 The Boulevard, Tallahassee, Florida 32304 904.538.8000 • www.precision-surveying.com • info@psurvey.com</p>	<p>STAMP</p>									
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Zoning Map



Location Map





Andrea P. Gray LLC

Attorney at Law

October 30, 2023

Notice of Preservation of Constitutional Objections

Re: Applicant: DAB Properties, LLC
 Owner: DAB Properties, LLC
 Property: 898 Adamson Drive, Monroe, Georgia 30655
 Request for a Conditional Use Permit for 10 acres for a solid waste transfer station

Georgia law requires that Applicant include in its rezoning/conditional use permit request record a statement of constitutional objections to put the deciding board on notice of the Applicant's assertion of its constitutional and legal rights to the requested rezoning/permit. In accordance with this requirement, Applicant asserts the following:

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

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

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

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



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

AN ORDINANCE OF WALTON COUNTY, GEORGIA OA23110001

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 11/01/2023

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 11/01/2023.

Errata #1 - Amend Article 6 Outdoor Storage of Commercial Vehicles to require direct access to an arterial road and that all parking areas shall be paved and prohibit idling vehicles in close proximity to a single-family residence.

Errata #2 - Amend Land Development Ordinance to allow 1 acre lots in A1 and A2 when public water is available and amend Article 4 Part 2 Section 100 to allow 2400 Overlay and OSC Overlay developments by right in the A1, A2 and R1 zoning districts, and amend the amount of property in the open space which is allowed to be in flood plain from 50% to 75%.

Errata #3 – Amend the Rural “open ditch” minor subdivision to allow 1-acre minimum lot sizes where public or community water and individual septic tank are used. As well as add requirements for a mandatory HOA (Homeowners association)

Errata #4 – Amend lot size in groundwater recharge areas to match EPD requirement and correct error in verbiage.

Adopted by the Walton County Board of Commissioners this 9th day of January, 2024.

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

Attest:

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

Charles Ferguson
County Attorney
Walton County, Georgia

PC RECOMMENDATIONS 12/14/2023:

Amendment: OA23110001–Amendment to Walton County Land Development Ordinance per Errata Sheet dated 11/01/2023.

Charna Parker, Director of Walton County Planning & Development, presented the Amendments.

Errata #1–Article 6–Amend Article 6 Outdoor Storage of Commercial Vehicles to require direct access to an arterial road and that all parking areas shall be paved and prohibit idling vehicles in close proximity to a single-family residence.

Charna Parker explained this amendment would require all commercial vehicle parking facilities to be located off an arterial road and would prohibit idling trucks in close proximity to a single-family residence. There was some discussion about adding a distance to a home instead of close proximity. A recommendation was made to change the code to prohibit idling vehicles adjacent to or within 1,000 ft. of a single-family residence.

Errata #2–Amend Land Development Ordinance to allow 1 acre lots in A1 and A2 when public water is available and amend Article 4 Part 2 Section 100 to allow 2400 Overlay and OSC Overlay developments by right in the A1, A2 and R1 zoning districts.

Charna Parker stated that when zoning was adopted in Walton County in 1973 you could build a house on 30,000 square feet with county water and septic. This changed over the years to require 1-acre, then in 1999 the zoning guidelines changed to require a 2-acre lot in A1 and 1 ½ acre lots in A2 whether water was available or not. If this is approved it will change the A1 and A2 to allow a home to be built on 1-acre if county water is available.

These errata will also allow development of an OSC in the R1, A1 and A2 zonings without having to apply for an alteration to zoning. Development of property for a subdivision utilizing the OSC overlay is a more environmentally friendly type of development due to the fact that 25% of the entire acreage has to be set aside as open space which is permanently protected property. Currently one-half of the 25% open space area must be usable soils, this amendment if approved would change the one-half usable soils to one-fourth; allowing 75% of the open space to be in flood plain which will also protect environmentally sensitive areas from being disturbed.

Keith Prather asked if this would allow one acre lots on the public road rural subdivisions and Ms. Parker stated it would not apply to those

developments.

Errata #3 – Amend the Rural “open ditch” minor subdivision to allow 1-acre minimum lot sizes where public or community water and individual septic tank are used. As well as add requirements for a mandatory HOA (Homeowners Association).

Ms. Parker explained this amendment will allow development of 1-acre lots if county water is available within the “open ditch” rural developments.

Keith Prather asked about rural public road subdivisions. Ms. Parker stated this will not apply to those types of developments.

Errata #4 – Amend lot size in groundwater recharge areas to match EPD requirement and correct error in verbiage.

Ms. Parker explained this amendment will change the minimum lot size in our ground water recharge areas to a minimum 32,670 square feet and correct the information to read Department of Public Health Manual (this was Human Resources manual)

Recommendation: Pete Myers made a motion to approve as submitted with change to Errata # 1 to add adjacent to or within 1,000 ft. with a second by John Pringle. The motion carried unanimously.

Proposed Amendments to Walton County Land Development Ordinance adopted 05-03-2016 and amended 07-11-2023			
PC Mtg 12-14-2023 and BOC Mtg 01-09-2024			
No.	Article	Part	Section
1	6		<p>Outdoor Storage of Commercial Vehicles - to require direct access to an arterial road and that all parking areas shall be paved and prohibit idling vehicles in close proximity to a single family residence</p>
2	4	2	100
			<p>Allow 1 acre lots in A1 and A2 when public water is available and amend Article 4 Part 2 Section 100 to allow 2400 Overlay and OSC Overlay developments by right in the A1, A2 and R1 zoning districts</p>
3			<p>Rural "open ditch" minor subdivision to allow 1-acre minimum lot sizes where public or community water and individual septic tank are used. As well as add requirements for a mandatory HOA (Homeowners Association)</p>
4			<p>Lot size in groundwater recharge areas to match EPD requirement and correct error in verbiage</p>

Errata #1-Amend Article 6 Outdoor Storage of Commercial Vehicles -to require direct access to an arterial road and that all parking areas shall be paved and prohibit idling vehicles in close proximity to a single family residence.

(Conditional use in B2, allowed by right in B3, M1 and M2) Open storage of Operational recreational vehicles and dry storage of pleasure boats of the type customarily maintained by private individuals for their personal use, truck and/or trailers, antique cars and other vehicles shall be permitted provided the following conditions are met.

- (1) **The site must have direct access to an arterial road.**
- (2) **All storage parking areas shall be paved with asphalt or concrete. Alternative pervious paving products shall be approved by the Director on a case-by-case basis.**
- (3) The area so designated shall be clearly delineated upon the site plan submitted for approval by the county.
- (4) The storage area shall be entirely screened from view from adjacent residential properties and public streets by a building or by the installation of an eight-foot-high opaque wall or fence.
- (5) Vehicles shall not be stored within the area set aside for minimum building setbacks.
- (6) No vehicle maintenance, washing, or repair shall be permitted on site. Pleasure boats stored on site shall be stored upon wheeled trailers. No dry stacking of boats shall be permitted on site.
- (7) No vehicle shall be allowed to sit and run idle from 7:00pm to 7:00am unless located in an industrial park and not **adjacent to or within 1,000 ft.** to any single family dwelling.
- (8) Outdoor lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:
 - a. Parking areas abutting residential uses shall only use cut-off luminaire fixtures mounted in such a manner that its cone of light does not cross any property line of the site.
 - b. Only incandescent, florescent, metal halide, or color corrected high-pressure sodium may be used. The same type of lighting must be used for the same or similar types of lighting on any one site.
 - c. Illumination shall be designed to restrict glare and shall be directed internally so as to minimize impact on adjoining properties.

Errata #2- Amend Land Development Ordinance to allow 1 acre lots in A1 and A2 when public water is available and amend Article 4 Part 2 Section 100 to allow 2400 Overlay and OSC Overlay developments by right in the A1, A2 and R1 zoning districts and allow 75% of the open space to be flood plain rather than 50%

Article 4 Part 1

1- Section 100 Description of zoning districts:

A1- Remove last sentence which states lot size.

A2- Remove last sentence which states lot size.

2- Section 120 Rural Estate District (A1)

Amend E.1 Minimum Lot Area to add: The minimum lot area shall be one (1) acre with public or community water.

3- Section 130 Rural Estate District (A2)

Amend E.1 Minimum Lot Area to add: The minimum lot area shall be one (1) acre with public or community water.

Article 4 Part 2 Overlay Zoning Districts

1- Section 110 2400 Residential Overlay District

Amend E.1 Minimum Lot Area to add: The density shall be one (1) unit per one (1) acre with public or community water.

2- Section 120 Open Space Conservation

Amend B.4.a & b Minimum Lot Area to add: The density shall be one (1) unit per one (1) acre with public or community water.

Amend 120.b.8.c to read: No more than twenty-five (25%) of the required open space may be in land that is located in a floodplain, wetlands, utility easements, slopes greater than twenty-five (25%) or other non-buildable land.

Article 4 Part 3 Section 160 Minimum Lot Size

1- Chart 3 Minimum lot size with Septic Tank and Public Water: Amend chart to allow A1 and A2 to have 1 acre minimum lot size.

Errata #3 Amend the Rural “open ditch” minor subdivision to allow 1-acre minimum lot sizes where public or community water and individual septic tank are used. As well as add requirements for a mandatory HOA (Home owners association)

Rural “open ditch” Minor Subdivision (2)

A. Purpose and Intent

The purpose of the Rural “open ditch” minor Subdivision development is to authorize development subject to certain standards. This development is only available in the A1 Rural Estate, A2 Rural Estate and R1 Residential Zoning Districts.

B. Principal Uses and Structures

Single-family detached residential dwellings permitted under the underlying zoning district.

C. Accessory Uses and Structures

Accessory uses permitted under the underlying zoning district in accordance with Article 5, Part 2 of this Ordinance.

D. Conditional Uses

Conditional uses as permitted under the underlying zoning district in accordance with Article 5, Part 1 of this Ordinance. Conditional uses shall be subject to the additional use standards established in Article 6 of this Ordinance.

E. Property Development Standards

1. Minimum Lot Area:

- a. The minimum lot size will be 2 acres where both a private well and individual septic tank are used.
- b. The minimum lot size will be 1 acre where public or community water and individual septic tank are used.

2. Minimum Lot Width at Building Line: The minimum lot width at the minimum required building line shall be:

- a. Two hundred (200) feet where both a private well and individual septic tank are used. One hundred, fifty (150) feet where public or community water and individual septic tank are used.
3. Minimum Yard Requirements:
 - a. Front: Fifty (50) feet
 - b. Side: Fifteen (15) feet.
 - c. Rear: Forty (40) feet.
 4. Minimum House Size: The minimum floor area of the primary dwelling shall be two thousand (2,000) square foot ranch; twenty-four hundred (2,400) square foot 2-story.
 5. Maximum Height: The maximum height of buildings shall be thirty-five (35) feet.
 6. Specific Regulations for Residential Units

Units shall have the following additional requirements:

- a. A minimum width in excess of twenty-four (24) feet.
- b. A minimum roof pitch of 5:12, which means having a pitch equal to at least five (5) inches of vertical height for every twelve (12) inches of horizontal run. Any dwelling unit for which a building permit was obtained prior to the adoption of this Ordinance may be extended, enlarged or repaired as otherwise provided by this Ordinance with the same roof pitch as that allowed by the previous building permit.
- c. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (non-corrugated tin or steel), clay tiles, slate, or similar materials approved by the Director.
- d. Exterior materials shall consist of wood, brick, stone or other masonry type product, fiber cement siding and other similar material is permitted. Vinyl and aluminum siding is prohibited.
- e. All primary roof overhangs for exterior walls shall be no less than 12 inches for brick sided and 12 inches for all other and shall apply to gable ends as well as exterior walls supporting rafters.
- f. All primary front entrances shall be scaled to the relative proportions of the building design, adjoining streetscape, and maintain the overall architectural style of the residence. All primary front and rear entrances shall be recessed a

minimum of 5 feet, and shall be covered by a roof extension, trellis extension, or shed roof extension no less than 6 feet by 6 feet in dimension. (This shall not apply to covered front porches)

- g. All exterior wall sections wider than 25 feet shall include an interruption in the plane of the façade by recess, protrusion, or fenestration.
 - h. No exposed unpainted wood is allowed on the front façade of any dwelling except porch flooring boards.
 - i. The dwelling shall be placed on a permanent foundation, either slab or pier, which meets the requirements of the IRC Building Code.
 - j. Utility meters shall be mounted to the structure rather than on a utility pole, and all axles, tongues, and transporting and towing apparatus of manufactured homes shall be removed before occupancy.
 - k. All residential structures shall have a minimum 6 ft. by 8 ft. front porch, patio or deck and a minimum 6 ft. by 8 ft. rear porch. The structure shall include steps which lead to ground level, and both landing, and steps shall meet the requirements of the IRC Building Code.
 - l. A manufactured home shall be installed in accordance with the above regulations and Rules and Regulations of the Office of Commissioner of Insurance Safety Fire Division Chapter 120-7-3 Rules and Regulations for Manufactured Homes, and the rules promulgated thereunder.
 - m. The dwelling shall include an attached or detached, enclosed two-car garage having a minimum 5:12 roof pitch.
 - n. Driveways aprons shall be paved within the right of way in accordance with the Standard Design and Construction Details.
 - o. Every single-family dwelling lot within a platted residential subdivision shall plant and/or maintain (2) 2-inch caliper trees.
 - p. All lot grading for residential dwellings shall not exceed 3:1 slope. Exceptions to this requirement shall be at the discretion of the Development Director on a case-by-case basis.
7. All lots shall be sodded 25 feet around the perimeter of the residence. The right-of-way must be sodded where disturbed by grading, utility or driveway construction. In situations where there is an established stand of perennial

grass with at least 80% coverage, sod may be waived on a case-by-case basis.

8. Street Trees shall be prohibited within any rights-of-way to be dedicated to Walton County.
9. Roads shall be paved as per “standard for local streets” as outlined in Article 9 of this Ordinance (with open ditch).
10. Private Drive Gated “open ditch” road is allowed. No lot shall have direct access to a public street.
11. Utilities: Underground utilities are allowed

12. Homeowner’s Association Requirements

Prior to the recording of a final plat for an Open Ditch Subdivision, a legal mechanism for a homeowner’s association must be provided with covenants for the development to preserve and protect the quality of the subdivision, and to maximize land values by requiring the homogeneous use of land by purchasers. A declaration of covenants, conditions and restrictions setting forth the rules and restrictions to include kiosk, amenity area(s) and detention ponds shall be filed with the Clerk of Superior Court of Walton County.

Errata #4 Amend lot size in groundwater recharge areas to match EPD requirement and correct error in verbiage.

Article 11 Part 1 Section 110

Section 110 Groundwater Recharge Area Protection

A. Applicability

This Section applies to the areas defined as "significant recharge areas" by the State of Georgia and are hereby protected relative to their susceptibility to pollution.

1. Significant recharge areas. Significant recharge areas are defined by the Georgia Department of Natural Resources (DNR) using criteria developed by them, and have been mapped on DNR's Hydrologic Atlas 18 (1989 edition, or as may be amended by DNR from time to time).
2. Pollution susceptibility category. Categories of relative vulnerability of an aquifer to pollution (classified as higher, average or lower) are defined by the DNR using criteria developed by them, and have been mapped on DNR's Hydrologic Atlas 20 (as may be amended by DNR from time to time) along with the most significant recharge areas. All significant recharge areas in Walton County are classified as having a "lower" susceptibility to pollution.

B. Protected groundwater recharge area restrictions. Within any significant recharge area, as defined and delineated by the DNR, the following shall apply:

1. New hazardous waste treatment or disposal facilities are prohibited.
2. New sanitary landfills, if permitted by DNR and the zoning district, shall have synthetic liners and leachate collection systems.
3. Any new facility that involves the treatment, storage or disposal of hazardous waste, if permitted by DNR and the zoning district, shall perform such operations on an impermeable surface having a spill and leak collection system.
4. Any new facility that handles hazardous materials of the types listed in Section 312 of the Resource Conservation and Recovery Act of 1976 (excluding under-ground storage tanks) and in amounts of 10,000 pounds or more on any one day, shall perform their operations on impermeable surfaces having spill and leak collection systems as prescribed by DNR.

5. A new above-ground chemical or petroleum storage tank must have secondary containment of 110% of the volume of the tank or 110% of the volume of the largest tank in a cluster of tanks. This requirement does not apply to:
 - a. Any tank having a maximum capacity of less than 660 gallons; and,
 - b. Any tank used for agricultural purposes, provided it complies with all Federal requirements.
6. New agricultural waste impoundment sites larger than 50 acre-feet must be lined. The liner must be constructed of compacted clay having a thickness of 1 foot and a vertical hydraulic conductivity of less than 5×10^{-7} cm/sec or other criteria established by the U.S. Soil Conservation Service.
7. A new home served by a septic tank/drain field system must be approved by the County Health Department. **The lot minimum size, as defined by this Code, must** be at least 150% (32,670 sq ft) of the minimum lot size required by Table MT-1 of the Department of Public Health Manual for On-Site Sewage Management Systems.
8. A new manufactured home served by a septic tank/drain field system must be approved by the County Health Department. **The lot minimum size, as defined by this Code, must** be at least 150% (32,670 sq ft) of the minimum lot size required by Table MT-1 of the Department of Public Health Manual for On-Site Sewage Management Systems.

PREVIOUS WORDING

8. A new home/new manufactured home park served by a septic tank/drain field system must be approved by the County Health Department and must have a lot or space that is at least ~~40%~~ **150%** of the minimum lot or space size required by Table MT-2 of the Department of ~~Human Resource's~~ **Public Health** Manual for On-Site Sewage Management Systems.

December 5, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, December 5, 2023 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnut, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Planning Director Charna Parker, Finance Director Milton Cronheim, 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 6:14 p.m. and led the Pledge of Allegiance. Commissioner Shelnut gave the invocation.

ADOPTION OF AGENDA

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

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendation.

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

Motion: Commissioner Bradford made a motion, seconded by Commissioner Shelnut to approve the withdrawal. All voted in favor.

PLANNING & DEVELOPMENT

AZ23100011 - Alteration to Zoning - remove conditions from Rezone Z00890 - Applicant: William Coleman - Owner: HC3 Properties - property located on Hwy. 138 - Map/Parcel C0760048E00 - District 5

Chairman Thompson opened the public hearing on the matter. Applicant William Coleman presented the request to remove the transitional buffers. There was no one present to speak in opposition. Chairman Thompson closed the public hearing.

Motion: Commissioner Adams made a motion to approve the request with an 8 ft. fence on the rear and north side of the property. Commissioner Shelnut seconded the motion; voted and carried unanimously.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of November 7, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Declaration of Surplus
- 4. Ratifications of Actions taken by WCWSA on August 1, 2023 and October 19, 2023
- 5. Proposed 2024 Meeting Calendar
- 6. Proposed FY25 Budget Calendar
- 7. Acceptance of Forfeited Vehicle - Sheriff’s Office
- 8. Agreement - Southeast Corrections Probation Services - Probate Court
- 9. Agreement - Southeast Corrections Probation Services - Magistrate Court

The Board discussed the proposed 2024 Meeting Calendar. Commissioner Dixon stated he would like to keep the meetings on Tuesday.

***Motion:** Commissioner Dixon made a motion to approve the Administrative Consent Agenda changing the proposed 2024 Meeting Calendar for the January meeting to Tuesday, January 9th and the February meeting to Tuesday, February 13th. Commissioner Warren seconded the motion and all voted in favor.*

RESOLUTIONS

FY 2024 Budget Amendment

Finance Director Milton Cronheim presented the Budget Amendment.

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

Project Length Budget - 2024 LMIG and SPLOST Resurfacing Projects and Budget Amendment

Public Works Director John Allman presented a resolution and budget amendment for the 2024 LMIG and SPLOST resurfacing projects.

***Motion:** Commissioner Adams made a motion to adopt the resolution. Commissioner Shelnut seconded the motion and all voted in favor.*

APPOINTMENTS

Walton County Board of Tax Assessors

***Motion:** Chairman Thompson made a motion to reappoint Rickey Dillard to the Walton County Board of Tax Assessors. Commissioner Dixon seconded the motion and all voted in favor.*

Walton County Board of Health

Motion: Chairman Thompson made a motion to reappoint Dr. Joe Gaskins, Mary Britton and Nancy Burgess to the Walton County Board of Health. Commissioner Adams seconded the motion. All voted in favor.

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters and informed the Board concerning ongoing projects.

ADJOURNMENT

Motion: Commissioner Adams made a motion, seconded by Commissioner Dixon, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:39 p.m.

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

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

January 9, 2024

Department	Fund	Description	Payee	Amount
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Budget Year FY 24

	100	Premium for January 2024 - For the Record	One America	\$ 33,427.46
	Various	Replenish Funds in Workers Comp Trust- For the Record	Walton Co. Workers Comp Trust	\$ 218,352.00
Finance				
	1510 100	Final Progress FY2023 Annual Audit- For the Record	Maulding and Jenkins	\$ 25,000.00
Law				
	1530 100	General Legal Fees and Additional Expenses - November 2023- For the Record	Atkinson/Ferguson	\$ 25,034.30
IT				
	1535 100	Aruba Switch Quote and Power Supply	SHI International Corp	\$ 90,966.44
Jail				
	3325 100	Medical For Inmates - February 2024	Correct Health	\$ 179,741.16
	3325 100	Housed Out Inmates- November 2023	Barrow County BOC	\$ 45,320.00
	3325 100	Housed Out Inmates-November 2023	Washington BOC	\$ 54,670.00
	3325 100	Inmate Meals-November 2023	Kimble's Food By Design, INC.	\$ 81,618.47

Department	Fund	Description	Payee	Amount
	3325.13	322	Appraisal Reports- For the Record	Calhoun Sands Valuation & Advisory Inc \$ 7,000.00
Fire				
	3520.27	270	Lion Custom Turnout Coat, Pant, CMC Fulcrum Estape Belt	NAFECO INC \$ 62,592.00
Public Works				
	4220	100	Payment Preservation Treatment High Density Material Bond "HA5" North Lane Road	Holbrook Asphalt, LLC \$ 70,334.51
Water				
	4446	507	Water and Testing -November 2023 - For the Record	Cornish Creek Water Fund \$ 217,155.00
Parks & Recreation				
	6220	100	Hydraulic Mulcher Attachment for Skid Steer	AG-Pro Companies \$ 30,100.00
Public Safety Complex				
	3325.22	315	Engineering Services- For the Record	Precision Planning Inc. \$ 45,733.16
	3325.22	315	Engineering Services- For the Record	McCarthy Barnsley, A Joint Venture \$ 3,823,314.75
HLC Water Treatment Facility				
		504	Professional Services - For the Record	Atkinson/ Ferguson, LLC \$ 70.00
		504	Engineering Services - For the Record	Precision Planning Inc \$ 13,470.97
		504	Professional Engineering Services - For the Record	Archer Western Construction \$ 28,070.00

Department	Fund	Description	Payee	Amount
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	504	Professional Engineering Services- For the Record	Jacobs Engineering	\$ 191,431.00
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Hard Labor Creek

	508	Professional Services - For the Record	Atkinson/Ferguson	\$ 192.50
	508	Legal Fees- For the Record	Earth & Water Law, LLC	\$60,724.14
4405	508	Operations and Maintenance- For the Record	Precision Planning Inc	\$741.25
4405	508	Environmental Assessments- For the Record	Nelson Environmental Inc	\$18,675.00
4405	508	Replacement and Maintenance- For the Record	Martin Docks LLC	\$14,666.22
				\$5,338,400.33



GEORGIA RECREATION & PARK ASSOCIATION INC.
1285 PARKER RD SE
CONYERS, GA 30094
(770) 760-1403

TRUIST

64-1341/611



12/4/2023

PAY TO THE ORDER OF WALTON CO. PARKS AND REC.

\$ **2,380.00

Two Thousand Three Hundred Eighty and 00/100*****

DOLLARS

WALTON CO. PARKS AND REC.



Sheep
AUTHORIZED SIGNATURE

MEMO

Hawks Boost Grant 2023



GEORGIA RECREATION & PARK ASSOCIATION INC.

1191

WALTON CO. PARKS AND REC.
700.200 · Hawks Grants - Payouts:700.0 Hawks Boost Grant 2023

12/4/2023

2,380.00

Truist checking- 4295 Hawks Boost Grant 2023

2,380.00





GRPA in partnership with the Atlanta Hawks and the Hawks Foundation are offering GRPA member agencies funding, resources and opportunities across the state to help serve your communities through Youth Basketball Leagues, Camps, Clinics, Basketball Tournaments, Youth Fitness Programs, Virtual Classes, Esports/Gaming Programs, Special Needs and Adaptive Sports. Each agency can apply for up to \$2,380 (6 agencies per district will be awarded) for needs-based scholarships, supplies, and offerings for your community.

All GRPA affiliated youth basketball leagues are encouraged to register their respective organization as a Jr NBA affiliate. Membership is FREE and qualifies each organization for Jr NBA member benefits, Jr NBA resources, Jr NBA contests and awards programs. <http://jrnbaleagueapps.com/registration>

The Atlanta Hawks offer the GRPA community access to youth focused workout videos, coaching resources and "live" programs via the "Hawks at Home" virtual platform. www.hawks.com/hawksathome

Submit your completed form to: grpa@grpa.org. **DEADLINE TO SUBMIT IS MONDAY NOVEMBER 13th by 5:00PM.** You will be notified by Friday November 17th if you received funding. **Please TYPE in fillable form below.**

1. Agency name: Walton County Parks & Recreation Department

2. GRPA District: 6th

3. Agency contact information

- a. Contact Person: Jody Johnson
- b. Contact email: jejohnson@co.walton.ga.us
- c. Contact phone number: 770-266-1681
- d. Mailing address for funds: 303 South Hammond Dr. Dept. 455, Monroe, GA 30655

i. ACH transfer PREFERRED- GRPA Office will contact you with ACH form

e. Is your agency interested in receiving additional information from the Hawks organization including: Jr. Hawks Adidas uniform vendor program (all kids receive FREE Hawks tickets w/league uniform); info on fan experiences/group ticket offers: YES NO

4. Funding request (up to \$2,380): \$ 2,380.00 Can request multiple events but CANNOT exceed \$2,380 maximum; fill out separate for if requesting multiple programs

5. Current cost for requesting program: \$ 95.00

6. Will funds be used to lower overall registration fees (if so how much)? Will funds be used to completely "scholarship" children whose families are unable to pay (anticipated number affected):

The funds would be used to fund partial scholarships as well as full scholarships depending on the needs of the families who are unable to pay.

7. Scholarship/Special Needs justification/anticipated impact:

The impact of this grant will be seen in those families that would otherwise not sign their children up for the Winter Basketball program. Any funds that are not used for scholarships would be used for additional tools, training and resources for the volunteer coaches in our program.

8. Is this a new offering for your community due in part of the Hawks funding opportunity? (Please explain)

No

9. Provide most recent participation numbers- last year (BY AGE GROUP). You will be REQUIRED to fill out a post program report indicating updated numbers

a. Male:

6U - 100, 8U - 169, 10U - 121, 12U - 101, 14U - 52, 18U - 58...Total of 601 Boys

b. Female:

6U - 45, 8U - 58, 10U - 58, 13U - 29...Total of 190 Girls

10. Is your basketball operation in-house or association based? In-house

11. How many volunteer coaches are associated with your proposed activity? Approximately 200

If awarded, once your program is over you will be asked to fill out a report form indicating the success of the program. This information is vital to ensure a continuing partnership with the Hawks Foundation. **By filling out and returning this application you agree to all reporting requested.**

Walton County Department Agenda Request

Department Name: Human Resources

Department Head or Representative: Melissia Rusk

Meeting Date Request: January 9, 2024

Has this topic been discussed at past meetings?

If so, when?

Topic: Anthem BCBS Stop Loss Policy

Wording for Agenda: Anthem BCBS Stop Loss Policy

This Request: Informational Purposes Only Needs Action by Commissioners

What action are you seeking from the Commissioners? Approval for Chairman to sign current Anthem BCBS Stop Loss Policy.

Department Comments/Recommendation: Schedule A was reviewed by MSI Benefits. The premiums and coverage limits are consistent with the signed renewal.

Is additional documentation attached?

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

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

Date forwarded to the County Attorney: November 20, 2023

Has the County Attorney review been completed? Yes

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Anthem.

STOP LOSS POLICY

This policy is entered into by and between Board of Commissioners of Walton County, Georgia ("Employer") and Anthem Life Insurance Company ("Anthem") for the purpose of establishing stop loss coverage and is effective as of 07/01/2023 upon the terms and conditions herein ("Policy").

If there are any inconsistencies between this Policy and any prior stop loss agreements or the Administrative Services Agreement between Anthem and Employer, the terms and conditions of this Policy shall control.

In consideration of the promises and the mutual covenants contained in this Policy, Anthem and Employer (the "Party" or "Parties" as appropriate) agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Policy and any amendments, attachments, or schedules to this Policy, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. If a term is not defined, the term shall have the same meaning as defined in the Administrative Services Agreement between the Parties.

AGGREGATE STOP LOSS LIMIT. The threshold total dollar amount of Paid Claims for which Employer is financially responsible. Anthem is financially responsible for Paid Claims in excess of the Aggregate Stop Loss Limit according to the terms of this Policy. Anthem's financial responsibility terminates if and when the Aggregate Stop Loss Maximum is reached.

AGGREGATE STOP LOSS MAXIMUM. The total dollar amount of Paid Claims beyond which Paid Claims again become the financial responsibility of Employer and are not the financial responsibility of Anthem.

AGGREGATING SPECIFIC STOP LOSS LIMIT. The total dollar amount of Paid Claims that must be met in addition to the Specific Stop Loss Limit. Paid Claims in excess of the Specific Stop Loss Limit for a Subscriber or Member as indicated in Section 4(A) of Schedule A are added together until the cumulative total equals the Aggregating Specific Stop Loss Limit. Anthem is financially responsible for Paid Claims in excess of the Aggregating Specific Stop Loss Limit according to the terms of this Policy.

DOMESTIC CLAIMS. Paid Claims for a service or supply provided by Employer or Employer's health system as the medical provider.

ELIGIBLE CLAIM DATE PERIOD. The dates during which Claims for benefits provided under the terms of the Plan must be Incurred and paid in order to be covered by this Policy.

INCURRED. The date on which a supply is obtained or a service is rendered to a Member.

INVOICE DUE DATE. The date of the invoice provided to Employer indicating when payment is due.

LINES OF COVERAGE. The benefit plan(s) administered by Anthem and provided in Schedule A.

MINIMUM AGGREGATE STOP LOSS LIMIT. Notwithstanding the calculation of the Aggregate Stop Loss Limit, there is an amount identified in Section 5(B) of Schedule A as the Minimum Aggregate Stop Loss Limit. When the calculation of the Aggregate Stop Loss Limit results in a lower amount than the Minimum Aggregate Stop Loss Limit, the Minimum Aggregate Stop Loss Limit shall be the Aggregate Stop Loss Limit.

PAID CLAIM. A Claim for Covered Services rendered or supplies provided to a Member under the terms of the Plan, provided such Claim has been received, adjudicated, and paid by Anthem. Paid Claim shall have the same meaning as contained in the Administrative Services Agreement between the Parties, unless excluded as indicated in Sections 4(E) and 5(D) of Schedule A.

POLICY PERIOD. The period of time indicated in Section 1 of Schedule A.

REIMBURSEMENT FACTOR. The percentage of Paid Claims covered under the stop loss coverage once the Specific Stop Loss Limit or the Aggregate Stop Loss Limit is reached.

Anthem Life Insurance Company

ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

SPECIFIC STOP LOSS LIMIT. The threshold total dollar amount of Paid Claims for which Employer is financially responsible with respect to a Subscriber or Member as indicated in Section 4(A) of Schedule A. Subject to the terms of this Policy, Anthem is financially responsible for Paid Claims in excess of the Specific Stop Loss Limit.

ARTICLE 2 SPECIFIC STOP LOSS COVERAGE

- 2.1 Anthem shall reimburse Employer when the total amount of Paid Claims pertaining to Subscribers or Members and Lines of Coverage provided in Sections 4(A) and 4(B) of Schedule A exceeds the Specific Stop Loss Limit and the Aggregating Specific Limit provided in Section 4(C) of Schedule A.

Anthem's reimbursement under this Article 2 shall begin with the invoice on which the Aggregating Specific Stop Loss Limit is exceeded.

- 2.2 Employer shall remain responsible for amounts in excess of the Specific Stop Loss Limit until the Aggregating Specific Stop Loss Limit has been met. In addition, no Paid Claim amount in excess of the Specific Stop Loss Limit shall be applied towards the attainment of the Aggregate Stop Loss Limit.

- 2.3 Certain Paid Claims may be excluded from the specific stop loss coverage provided in this Policy. These exclusions are provided in Section 4(E) of Schedule A as applicable.

- 2.4 For any reimbursement owed or made under this Article 2, Anthem shall be permitted to recoup or offset an amount equal to any prescription drug rebates received by Employer that are attributable to Eligible Claims Expenses of a Member whose Eligible Claims Expenses have met the Specific Stop Loss Limit, even if such rebates are received by Employer after the end of the Policy Period. The recoupment or offset shall be limited to the amount of the reimbursement that was made or would otherwise be made by Anthem absent the rebates. Employer shall provide documentation reasonably requested by Anthem as part of its Proof of Loss and within one year after payment under this Article 2 that demonstrates the value and the claims upon which any prescription drug rebates were received.

To the extent permitted by the Employer's PBM, Employer agrees to assign to Anthem its right to receive rebates from PBM that are attributable to Eligible Claims Expenses for Members whose Eligible Claims Expenses have met the Specific Stop Loss Limit, up to the limits set forth in the previous paragraph. Any payments of rebates pursuant to this assignment will continue to be credited to the amount of rebates paid by PBM to Employer pursuant to the administrative services agreement between PBM and Employer ("PBM ASA") and will be included in the calculation of any rebate guarantees offered to Employer under their PBM ASA.

ARTICLE 3 AGGREGATE STOP LOSS COVERAGE

- 3.1 The Aggregate Stop Loss Limit is the sum of the amounts derived by multiplying the applicable aggregate stop loss amount by the actual number of Subscribers or Members, provided in Section 5(B) of Schedule A, for all months in the Policy Period. In no event shall the Aggregate Stop Loss Limit fall below the Minimum Aggregate Stop Loss Limit during a Policy Period or a partial Policy Period.

- 3.2 When the total amount of Paid Claims for all Subscribers or Members and the Lines of Coverage indicated in Sections 5(A) and 5(B) of Schedule A exceeds the Aggregate Stop Loss Limit, Anthem shall reimburse Employer for such excess. Anthem's reimbursement will be equal to the Reimbursement Factor indicated in Section 5(b) of Schedule A multiplied by the amount of Paid Claims that exceeds the Aggregate Stop Loss Limit. Anthem's reimbursement under this Article 3 shall occur no later than 60 days following the end of the Eligible Claim Date Period. All Lines of Coverage that are subject to aggregate stop loss coverage shall be combined for purposes of calculating amounts owed under this Policy. However, Anthem's reimbursement to Employer under this Article 3 shall be limited to the Aggregate Stop Loss Maximum less the greater of the Aggregate Stop Loss Limit or the Minimum Aggregate Stop Loss Limit for the Policy Period.

- 3.3 Certain Paid Claims may be excluded from the aggregate stop loss coverage provided in this Policy. These exclusions are provided in Section 5(D) of Schedule A as applicable.

- 3.4 Certain Paid Claims may be excluded from the specific stop loss coverage provided in this Policy. These exclusions are provided in Section 4(E) of Schedule A as applicable.

**ARTICLE 4
LIMITATIONS ON COVERAGE**

- 4.1 Unless otherwise noted in Schedule A, Paid Claims for Members are covered under the term of the Eligible Claim Date Period of this Policy.
- 4.2 Claims that are covered by another contract shall not count toward the attainment of the stop loss limit(s) under this Policy. In addition, Paid Claims that are covered under the term of an Eligible Claim Date Period will not count toward attainment of any stop loss limit(s) under a subsequent Policy Period.
- 4.3 Under the Administrative Services Agreement, Employer may request Anthem to process and pay Claims that were denied by Anthem or take other actions with respect to the Plan that are not specifically provided in the Benefits Booklet. In such cases, payments shall not count toward the stop loss accumulators under this Policy unless otherwise agreed to in writing by Anthem.
- 4.4 If a Member does not enroll when first eligible or during a special enrollment period, the Member shall be considered a "Late Enrollee" as defined in the Benefits Booklet. Paid Claims for a Late Enrollee shall not apply towards the stop loss limits under this Policy unless Anthem first provides Employer with written approval and the effective date of coverage under this Policy. Anthem has the right to allow or deny stop loss coverage under this Policy for a Late Enrollee. Anthem shall not cover under this Policy any Late Enrollee not disclosed by Employer to Anthem.
- 4.5 A Claim incurred during the Eligible Claim Date Period but not paid until after the expiration of the Eligible Claim Date Period is not eligible for coverage under this Policy Period.

**ARTICLE 5
SETTLEMENT**

- 5.1 Within 60 days after the end of each Eligible Claim Date Period, Anthem shall furnish Employer with a settlement calculation and any additional data which, in Anthem's opinion, is needed to explain to Employer the settlement calculation. Anthem has the right to offset any amounts it owes to Employer under this Policy by any amount Employer owes under the Administrative Services Agreement, this Policy, or any other agreement with Anthem.
- 5.2 If, based on the settlement calculation for a Policy Period, Anthem must pay Employer an amount due under the terms of this Policy, Anthem shall pay Employer with the invoice that includes the settlement calculation.
- If, based on the settlement calculation Employer must pay Anthem an amount under the terms of this Policy, then Employer shall pay Anthem no later than 60 days following receipt of the invoice.

**ARTICLE 6
STOP LOSS PREMIUM RATES**

The premium rates for the specific stop loss coverage provided in this Policy are indicated in Section 4(D) of Schedule A. The premium rates for the aggregate stop loss coverage provided in this Policy are indicated in Section 5(C) of Schedule A. Employer shall pay Anthem such amounts by the Invoice Due Date.

**ARTICLE 7
LATE PAYMENT PENALTY**

If Employer fails to timely pay any amount due to Anthem under this Policy, Employer shall pay a late payment penalty for each day the payment is late. The late payment penalty shall be calculated at the rate of 12% simple interest per annum (365 days), and shall be included on a subsequent invoice and payable by the Invoice Due Date. If applicable, Employer agrees to reimburse Anthem for any expenses charged to Anthem by a financial institution, Provider or Vendor due to Employer's failure to maintain sufficient funds in a designated bank account. Any acceptance by Anthem of late payments shall not be deemed a waiver of its rights to terminate this Policy for any future failure of Employer to make timely payments.

**ARTICLE 8
CHANGES IN TERMS OR CONDITIONS**

8.1 If Anthem offers to renew this Policy at the end of a Policy Period, then Anthem shall provide Employer with the terms and conditions of the proposed renewal in writing within the time period provided in Section 1 of Schedule A. Employer shall notify Anthem in writing of its selection from the renewal options by indicating its selection and signing Anthem's designated renewal form. If Anthem does not receive a signed acceptance of the renewal from Employer prior to the start of the next Policy Period, Employer's payment of the amounts provided in the renewal shall constitute Employer's acceptance of the terms. Anthem shall provide a revised Schedule A that will become part of this Policy without the necessity of securing Employer's signature.

8.2 Policy Changes

Anthem reserves the right to make changes to this Policy, to Schedule A, or other applicable Schedules at a time other than the start of a Policy Period upon the occurrence of one or more of the following events:

(1) a change to the Plan benefits initiated by Employer that results in a substantial change in the services as determined by Anthem; (2) a change in ownership (including but not limited to a merger, consolidation, or transfer of all or substantially all of Employer's assets); (3) a change in the total number of Members resulting in either an increase or decrease of 10% or more of the number of Members enrolled for coverage on the date the stop loss premium was last modified; (4) a change in Employer contribution; (5) a change in the nature of Employer's business resulting in a change in its designated Standard Industrial Classification ("SIC") code; or (6) a change in applicable law affecting this Policy or any of the Plan Documents.

Anthem shall provide Employer with at least 90 days' notice of changes and such change will be effective as of the date of any occurrence listed above. If such change is unacceptable to Employer, either Party shall have the right to terminate this Policy by giving written notice of termination to the other Party within 30 days of the change. If Employer accepts the proposed change, Anthem shall provide a revised Schedule A that will then become part of this Policy without the necessity of securing Employer's signature on the Schedule A.

8.3 Signature Requirements

No modification or change in any provision of this Policy, including but not limited to, changes at renewal, shall be effective unless and until approved in writing by an authorized representative of Anthem and evidenced by an amendment or new Schedule attached to this Policy.

8.4 Any payments made under this Policy shall only be for the benefit of Employer. Anthem has no obligation or liability under this Policy to provide benefits to Subscribers or Members. No Subscriber or Member shall have the right to any of the proceeds of any stop loss insurance obtained by Employer pursuant to this Policy.

**ARTICLE 9
SUBROGATION AND OTHER RECOVERIES**

Any subrogation or other recovery received by the Plan will not be used to satisfy any of the stop loss limits under this Policy. Anthem will first be repaid any amounts it has reimbursed under this Policy or under a previous stop loss agreement between the Parties. Any remaining recovery amounts shall be credited or paid to Employer as described in the Administrative Services Agreement.

**ARTICLE 10
TERMINATION**

- 10.1 This Policy automatically terminates as follows:
- 10.1.1 At the end of each Policy Period unless the Policy is renewed pursuant to Article 8 of this Policy.
 - 10.1.2 Upon the termination of the Administrative Services Agreement.
 - 10.1.3 At the end of the month in which fewer than 100 Subscribers are covered under the Plan.
 - 10.1.4 If Employer changes to a third party administrator other than Anthem for the Claims that are subject to this Policy.

Upon termination of this Policy, the Parties shall remain liable for all payments due under this Policy.

- 10.2 Employer may terminate this Policy at any time other than at the end of a Policy Period by giving Anthem 30 days written notice of its intent to terminate.
- 10.3 Notwithstanding any other provision of this Article 10, this Policy automatically terminates, without further notice or action, if Employer fails to pay any premium amounts due under this Policy within 7 days of the date of Anthem's notice to Employer of a delinquent amount owed. Such termination shall be effective as of the last period for which full payment was made. Any acceptance of a delinquent payment by Anthem shall not be deemed a waiver of this provision for termination of this Policy. Delivery of payment to Anthem or Anthem's receipt and negotiation of a tendered payment through its automatic deposit procedures shall not be deemed acceptance or a waiver of such termination. If this Policy is terminated due to nonpayment of premium, Claims Run-out coverage, if any, will not apply.
- 10.4 Notwithstanding any other provision of this Policy, if Employer engages in fraudulent conduct or misrepresentation, Anthem may rescind, cancel, or terminate this Policy, effective on the date of the fraudulent conduct or misrepresentation regardless of the date Anthem discovered such conduct. Employer shall be liable to Anthem for any and all payments made, as well as losses or damages sustained by Anthem arising as a result of such Employer conduct.
- 10.5 In the event that this Policy terminates or is terminated prior to the end of a Policy Period, the stop loss limits under this Policy shall not be prorated, and Anthem shall not reimburse Employer for any Paid Claims unless the Specific Stop Loss Limit and/or the Aggregate Stop Loss Limit or the Minimum Aggregate Stop Loss Limit, if greater, have been met. Only amounts accumulated towards any stop loss limits under this Policy through the date of termination will be used in the determination of whether such limits have been met. Anthem shall have no obligation to refund to Employer any stop loss premiums paid by Employer under this Policy.
- If, based on the settlement calculation, Anthem must pay Employer an amount due under the terms of this Policy, Anthem shall pay Employer with the invoice that includes the settlement calculation.
- If, based on the settlement calculation Employer must pay Anthem an amount under the terms of this Policy, then Employer shall pay Anthem no later than 30 days following receipt of the invoice.

**ARTICLE 11
NOTICES**

- 11.1 Notices under this Policy shall be deemed sufficient when made in writing as follows: to Employer, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of Anthem; to Anthem, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to the designated Anthem sales representative.
- 11.2 A notice or demand shall be deemed to have been given as of the date of deposit in the United States mail with postage prepaid or, in the case of delivery other than by mail, on the date of actual delivery at the appropriate address.

**ARTICLE 12
GENERAL PROVISIONS**

- 12.1 No failure or delay by either Party to exercise any right or to enforce any obligation herein and no course of dealing between Employer and Anthem shall operate as a waiver of such right or obligation or be construed as or constitute a waiver of the right to enforce or insist upon compliance with such right or obligation in the future. Any single or partial exercise of any right or failure to enforce any obligation shall not preclude any other or further exercise or the right to exercise any other right or enforce any other obligation.
- 12.2 Unless it has first obtained the written consent of an officer of the other Party, neither Party may assign this Policy to any other person. Notwithstanding the foregoing, Anthem may, with advance written notice to Employer, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of Anthem; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of Anthem, or in which all or substantially all of Anthem's assets are sold. Additionally, Employer may, with advance written notice to Anthem, assign, delegate, or otherwise transfer its rights and obligations hereunder, in whole, to (i) any affiliate of Employer; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation or reorganization of Employer, or in which all or substantially all of Employer's assets are sold, provided that such affiliate or other assignee presents, in Anthem's opinion, an equivalent or better financial status and credit risk. Either Party is required to provide advance written notice under this provision only to the extent permissible under applicable law and the reasonable terms of the agreement(s) governing such merger, acquisition, consolidation, reorganization, or asset sale. If advance written notice is not allowed, notice shall be provided as soon as practicable. Upon receipt of notice of an assignment of this Policy, the other Party may terminate this Policy by providing the assigning Party with 30 days advance written notice of termination. Any assignee of rights or benefits under this Policy shall be subject to all of the terms and provisions of this Policy. Either Party may subcontract any of its duties under this Policy without the prior written consent of other Party; however, the Party subcontracting the services shall remain responsible for fulfilling its obligations under this Policy.
- 12.3 The payment of amounts under this Policy will not include any taxes which might be paid or payable by Employer; or any tax liability, interest, penalty, or assessment imposed by any regulatory or taxing authority or any state or federal health insurance exchange, uninsured pool or any other similar state or federal program. Employer agrees to reimburse Anthem for any tax liability, assessment, fee or other amount paid or payable by Employer that is assessed against Anthem on the basis of the stop loss coverage provided to Employer, including any amounts related to the assessment by the Federal government under the Patient Protection and Affordable Care Act and its amendments ("PPACA") and shall reimburse Anthem for the amount of any such tax liability incurred by Anthem and allocated to Employer as the result of such tax assessment. Such reimbursement shall be due and payable to Anthem by the Invoice Due Date.
- 12.4 No action by either Party alleging a breach of this Policy may be commenced after the expiration of 3 years from the date on which the claim arose.
- 12.5 Employer on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Policy constitutes a contract solely between Employer and Anthem, that Anthem is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Anthem to use the Blue Cross and Blue Shield Service Marks in the State of Georgia and that Employer further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to it for any of Anthem's obligations to Employer created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this Policy.

- 12.6 If there is a conflict between the terms and conditions of this Policy and the Administrative Services Agreement between the Parties, the terms and conditions of this Policy shall prevail.
- 12.7 Anthem agrees that it will not terminate this Policy during an Eligible Claim Date Period due to adverse claim experience of Member(s).
- 12.8 Paid Claims administered by a third party shall not apply to the stop loss coverage under this Policy except as described in the Schedule for Claims Administered by Third Party Administrator.

**ARTICLE 13
ENTIRE AGREEMENT**

- 13.1 The following documents will constitute the entire description of stop loss coverage between the Parties: this Policy, including any applications, amendments and Schedules thereto.
- 13.2 This Policy supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter contained in this Policy.
- 13.3 If any provision of this Policy is held to be invalid, illegal or unenforceable in any respect under applicable law, order, judgment or settlement, such provision shall be excluded from the Policy and the balance of this Policy shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

**ARTICLE 14
INTENTIONALLY OMITTED**

IN WITNESS WHEREOF, the parties hereto have caused this Policy to be executed in duplicate by affixing the signatures of duly authorized officers.

Board of Commissioners of Walton County, Georgia

Anthem Life Insurance Company

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

**SCHEDULE A
to the
STOP LOSS POLICY
with
BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**

Section 1. Term

The Policy Period shall be from 07/01/2023 through 06/30/2024. For purposes of this Policy Period, this Schedule shall supplement and amend the Stop Loss Policy between the Parties.
Anthem shall provide an offer to renew this Policy at least 90 days prior to the end of a Policy Period.
Jurisdiction of this Policy shall be in the state of Georgia.

Section 2. Eligible Claim Date Period

Claims under the Plan shall be covered by the Stop Loss Policy when Incurred and paid as follows:
Incurred from July 01, 2022 through June 30, 2024 and
Paid from July 01, 2023 through June 30, 2024
The Eligible Claim Date Period applies only to a full Policy Period.

Section 3. Member Classification Excluded from Stop Loss Coverage

Not Applicable

Section 4. Specific Stop Loss Coverage

A. Application of Specific Stop Loss Coverage

Amounts accumulated toward the Specific Stop Loss Limit shall be calculated as follows:
Per Member

B. Lines of Coverage

The specific stop loss coverage shall apply to the following benefits under the Plan:
Medical with Prescription Drug

C. Specific Stop Loss Coverage Limits

Specific Stop Loss Limit
one hundred seventy five thousand dollars (\$175,000.00)
Aggregating Specific Stop Loss Limit
seventy five thousand dollars (\$75,000.00)

D. Premium Rates

The per Subscriber Premium Rates for the specific stop loss coverage shall be the following:

<u>Medical with Prescription Drug</u>		
Composite	\$202.50	/mo.

E. Paid Claims

For purposes of specific stop loss coverage, Paid Claims shall exclude the following:

- Dental
- Vision
- Short Term Disability
- Capitated Fees
- Comprehensive Health Solutions Program Fees
- All Claim Surcharges
- Any surcharge listed in the invoice as "Other Charges and Credits"
- Funds representing Employer allocation to Consumer Directed Health Plan accounts

Section 5. Aggregate Stop Loss Coverage

A. Lines of Coverage

The aggregate stop loss coverage shall apply to the following benefits under the Plan.

Medical with Prescription Drug

B. Aggregate Stop Loss Coverage Limits

Aggregate Stop Loss Amount. The aggregate stop loss amount used to determine the Aggregate Stop Loss Limit shall be calculated with the following:

Per Subscriber

Medical with Prescription Drug

Composite	\$1860.39	/mo.
-----------	-----------	------

Minimum Aggregate Stop Loss Limit

eleven million six hundred thirty three thousand three hundred ninety one dollars (\$11,633,391.00)

Aggregate Stop Loss Maximum

one million dollars (\$1,000,000.00)

Reimbursement Factor for Aggregate Stop Loss Coverage

The Reimbursement Factor shall be the following:

of Paid Claims in excess of the Stop Loss Limit

C. Premium Rates

The per Subscriber Premium Rates for the aggregate stop loss coverage shall be the following:

Medical with Prescription Drug

Composite	\$4.99	/mo.
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D. Paid Claims

For purposes of aggregate stop loss coverage, Paid Claims shall exclude the following:

- Dental
- Vision
- Short Term Disability
- Capitated Fees
- Comprehensive Health Solutions Program Fees
- All Claim Surcharges
- Funds representing Employer allocation to Consumer Directed Health Plan accounts

Section 6. Payment

ACH or Wire Transfer Reimbursement. Employer shall deposit the amount due in a designated Anthem bank account by the Invoice Due Date. The deposit shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem's account no later than the next business day.

Section 7. Premium Credit

Anthem shall credit premium for each retroactive deletion up to a maximum of 60 days.

Section 8. Maximums

Not Applicable

Section 9. Other Fees and Charges

Not Applicable

IN WITNESS WHEREOF, this Policy has been executed by Anthem by its duly authorized officer.

Board of Commissioners of Walton County, Georgia

Anthem Life Insurance Company

By:

By:

Title:

Title:

Date:

Date:

**CLAIMS ADMINISTERED BY THIRD PARTY ADMINISTRATOR
SCHEDULE
to the
STOP LOSS POLICY
with
Board of Commissioners of Walton County, Georgia**

This Schedule to the Stop Loss Policy is effective 07/01/2023. This Schedule describes the stop loss coverage applicable to Claims administered by a Business Associate other than Anthem and shall supplement and amend the Stop Loss Policy between the Parties. If there are any inconsistencies between this Schedule and the Administrative Services Agreement between Employer and Anthem or the Administrative Services Agreement between Employer and its Business Associates, the terms and conditions of this Schedule shall control. Additionally, if there are any inconsistencies between the terms of the Policy and this Schedule, the terms of this Schedule shall control. All remaining terms of the Policy and other Schedules shall apply to this Schedule.

**SECTION 1
DEFINITIONS**

The following definitions shall supplement the Agreement between the Parties.

BUSINESS ASSOCIATE. A person or entity, other than a member of the workforce of a Covered Entity, who performs functions or activities on behalf of, or provides certain services to, a Covered Entity that may involve access by the Business Associate to protected health information.

CLAIM. Written or electronic notice of a request for reimbursement of any health care service or supply on a form acceptable to TPA.

COVERED SERVICE. Any health care service or supply rendered to a Subscriber or Member for which benefits are eligible for reimbursement pursuant to the terms of the Plan Documents.

ELIGIBLE CLAIMS EXPENSE. Benefits incurred by a Member or Subscriber that are payable under the Plan Documents and that are not excluded under this Policy.

GROUP HEALTH PLAN OR PLAN. An employee welfare benefit plan (as defined in Section 3(1) of ERISA) established by Employer, in effect as of the Policy Period, as described in the Plan Documents, as they may be amended from time to time.

INVESTIGATIONAL. A procedure, treatment, supply, device, equipment, facility, or drug that: (1) does not have final approval from the appropriate government regulatory body; (2) does not have the credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community which permits reasonable conclusions concerning the effect of the procedure, treatment, supply, device, equipment, facility or drug on health outcomes; (3) has not been proven to improve the net health outcome; (4) has not been determined to be as beneficial as any established alternative; or (5) has not shown improvement outside the investigational settings.

MEMBER. The individuals, including the Subscriber and his/her dependents, as defined in the Plan Documents, who have satisfied the Plan eligibility requirements, applied for coverage, and have been enrolled for Plan benefits.

MEDICALLY NECESSARY. A procedure, treatment, supply, device, equipment, facility, or drug that a medical practitioner, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury or disease or its symptoms, and that are: (1) in accordance with generally accepted standards of medical practice; (2) clinically appropriate in terms of type, frequency, extent, site, and duration and considered effective for the illness, injury or disease; (3) not primarily for the convenience of the patient, physician or other health care provider; (4) not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that covered individual's illness, injury or disease.

OFF LABEL DRUG USE. The use of a drug for a purpose other than for what it was approved for by the Food and Drug Administration.

PAID CLAIM. A Claim for Covered Services rendered or supplies provided to a Member under the Plan Documents, provided such Claim has been received, adjudicated, and paid by a Business Associate identified in this Schedule.

PHARMACY BENEFITS MANAGER OR PBM: A Business Associate that manages pharmacy benefits on behalf of Employer.

PLAN DOCUMENTS. The legal instruments that set forth the terms of the Plan, and which may include the Summary Plan Description (SPD) as defined under ERISA if applicable. In the event of any conflict between this Policy and any Plan Documents, including the Benefits Booklet, the terms of this Policy shall control. In the event of a conflict between the Benefits Booklet and any Plan Documents, the Benefits Booklet shall control.

PRESCRIPTION DRUGS. Insulin and those drugs and drug compounds that are included in the U.S. Pharmacopoeia and that are required to be dispensed pursuant to a prescription or that are otherwise included on the Plan's formulary (e.g., certain over-the-counter drugs).

PROOF OF LOSS. Information and records Employer must submit to Anthem before Anthem provides stop loss coverage.

SHOCK LOSS CLAIM. Injuries, diseases, diagnoses or high-cost drugs that are reasonably likely to result in a significant claim expense or disability, including claims that include diagnoses or drugs identified under the Catastrophic Diagnoses List or High Cost Drug List, each are available upon request.

SUBSCRIBER. An employee, union member, retiree, or other eligible person (other than a dependent) who is enrolled in the Plan and meets the eligibility criteria described in the Plan and who is not excluded under Section 3 of Schedule A.

THIRD PARTY ADMINISTRATOR OR TPA. The entity or entities selected by Employer, and identified under this Policy, to perform administrative services for the Plan including but not limited to the processing of claims.

TRANSPLANT. A procedure or series of procedures by which an organ or tissue is either: (1) removed from the body of one person and implanted in the body of a Member; or (2) removed from and replaced in the Member's body.

SECTION 2 REPORTS

Employer shall provide to Anthem no later than the 3rd day of each month the following report(s) containing following information:

- i. Summary of all Eligible Claim Expenses processed and paid by the TPA during the month;
- ii. Summary of all Eligible Claim Expenses pending;
- iii. Summary of Members and Covered Entities covered by the Plan during the month;
- iv. Summary of Members whose Eligible Claim Expenses that are equal to or exceed 50% of the Specific Stop Loss Limit, as well as a report showing the corresponding Eligible Claim Expenses;
- v. Detailed Member claim data for all Paid Claims exceeding the Specific Stop Loss Limit including but not limited to drug name, type, and cost information,
- vi. other pertinent information requested by Anthem.

Anthem reserves the right to modify the report list in this Section 2 and shall promptly provide Employer reasonable notice of any modifications. In the event that Employer fails to provide to Anthem the requested reports as required in this Section 2, Anthem may elect to make changes to this Schedule or other Schedules to this Policy with 30 days' notice to Employer.

SECTION 3 PROOF OF LOSS

3.1 Anthem's reimbursement under this Schedule shall occur in accordance with Article 5 or Article 10 of this Policy. Stop loss coverage shall not be payable under this Policy until Employer or its agent submits, in a format acceptable to Anthem, a Proof of Loss that meets the requirements of this Section no later than 60 days after the end of the Eligible Claim Date Period. A Proof of Loss must contain the following information:

- a) For a specific stop loss claim:
 - (1) Completed specific claim form which shall include but not limited to Incurred date, paid date, employer cost, member cost;
 - (2) Eligibility listing which identifies hire date, effective date, termination date (if applicable), and coverage type;
 - (3) Member's Name, date of birth and gender
 - (4) Documentation that demonstrates that Claims were paid in accordance with the Plan Documents.
 - (5) Other Documentation reasonably requested by Anthem.
 - (6) Anthem may request the information described in subparagraphs (1)-(6) twelve (12) months following the last month of the applicable Eligible Claim Date Period.
- b) For an aggregate stop loss claim:
 - (1) Completed aggregate claim form which shall include but not limited to aggregate report that provides a summary of the monthly claims, enrollment, and maximum claim liability;
 - (2) Eligibility listing which identifies birth date, hire date, effective date, termination date (if applicable), and coverage type;
 - (3) Member's Name, date of birth and gender
 - (4) A listing of Paid Claims made as an exception to the benefits and not covered under this Policy;
 - (5) Documentation that demonstrates that Claims were paid in accordance with the Plan Documents.
 - (6) Other documentation reasonably requested by Anthem.
 - (7) Anthem may request the information described in subparagraphs (1)-(7) twelve (12) months following the last month of the applicable Eligible Claim Date Period.
- c) Anthem may, in its discretion, elect not to provide stop loss coverage under this Policy if Employer fails to provide Proof of Loss in the manner described in this Section 3.
- d) Employer shall inform Anthem about any adjustments to any specific or aggregate stop loss claims previously submitted to Anthem, and to reimburse Anthem for any overpayments.

**SECTION 4
GENERAL TERMS AND CONDITIONS**

- 4.1 Clerical errors will not expand Anthem's obligations under this Schedule. A clerical error is a mistake in performing an administrative task but does not include Employer's intentional failure to comply with the Plan or the terms and conditions of this Schedule.
- 4.2 Bankruptcy or insolvency of Employer or the TPA will not impose any obligations upon Anthem other than those obligations set forth in this Schedule.
- 4.3 Employer shall authorize Business Associate(s) to disclose to Anthem any information Anthem requests related to stop loss coverage provided under this Schedule. The failure of Business Associate(s) to disclose requested information does not waive Employer's obligations under this Schedule.
- 4.4 Employer may appeal Anthem's denial of payment of a Claim under this Schedule no later than 60 days after Anthem's decision.
- 4.5 Employer will provide Anthem with prompt notice of any event that might result in a lawsuit related to stop loss coverage under this Schedule.
- 4.6 No action by either Party alleging a breach of this Policy with regard to Claims may be commenced after the expiration of 3 years from the date on which the claim arose.
- 4.7 Employer shall defend, indemnify, and hold harmless Anthem and its affiliates and their respective directors, officers, and employees (the "Indemnities") from and against all claims, demands, losses, liabilities, expenses and damages that the Indemnities may suffer or incur (other than liability arising from Anthem's gross negligence or willful misconduct), as a result of: (1) any negligence, error, or omission by any Business Associate or Employer; (2) Employer's breach of fiduciary responsibilities with regard to the Plan; or; (3) Employer's failure to comply with local, state or federal law, or its obligations under this Policy. This indemnification shall survive termination of this Policy.
- 4.8 Anthem has the right to terminate this Schedule if Employer changes its Business Associate(s) without Anthem's consent or makes any changes to Plan Documents without providing at least 60 days' advance notice to Anthem Life Insurance Company.
- 4.9 Proprietary and Confidential information submitted by Employer relating to a Business Associate shall be used only for purpose of administering stop loss coverage.
- 4.10 .
- 4.11 If Anthem is not the TPA, Eligible Claims Expenses that are subject to reference based pricing shall be reimbursed at the amount Anthem would have paid if Anthem were processing Claims as the TPA.

**SECTION 5
EXCLUSIONS**

Notwithstanding any other provision in this Schedule, the following Paid Claims shall be excluded from stop loss coverage:

- (1) Paid Claims that do not strictly comply with the terms and conditions of the Plan unless otherwise approved in writing by Anthem;
- (2) Expenses for any services provided by a third party vendor of Employer including but not limited to Employer's TPA or Medical Management Vendor, or any other type of consultant;
- (3) Paid Claims related to Members of an entity not listed under Section 1 of Schedule A;

- (4) Paid Claims for services prescribed, ordered, or received from the immediate family of a Member, including spouse, child, brother, sister, parent, or in-law or self;
- (5) Paid Claims related to, or arising out of any claim or lawsuit, including pre-trial investigation, discovery and other litigation costs and expenses, any compensatory or punitive damages, as well as penalties or fines assessed against Employer;
- (6) Expenses for occupational accidents or illnesses to the extent that the Member is covered or is required to be covered under Worker's Compensation or other applicable law whether or not such policy is actually in force;
- (7) Paid Claims that are considered not Medically Necessary or Investigational under the terms of this Policy;
- (8) Paid Claims for services directly or indirectly resulting from disease or injury resulting from a war, declared or not, or any military duty or any release of nuclear energy;
- (9) Paid Claims for non-emergency treatment of chronic illnesses received outside the United States performed without authorization by the TPA or its designees;
- (10) Paid Claims for services when Employer fails to provide Anthem information required under this Schedule; and
- (11) Paid Claims related to Transplant and bariatric services that are not performed by a Network Provider. For purposes of this exclusion, a Network Provider does not include any providers with whom Employer has entered into a single-case agreement, unless Employer has received Anthem's prior written approval.
- (12) Paid Claims for any Covered Service which: a) Allows Employer or the plan administrator to approve Alternative Care or alternative treatment; or, b) Allows Employer or the plan administrator to alter, modify, or waive Plan provisions or limitations, or c) Grants any person discretion to approve coverage for an uncovered service; unless the service or procedure satisfies the criteria for Alternative Care.
- (13) Paid Claims where an adjudication to pay is reversed and/or checks or drafts are returned to the payor unpaid for any reason.
- (14) Paid Claims for persons who are ineligible to participate under the strict terms of the Plan Documents, including but not limited to individuals who are not Actively at Work, as well as any Paid Claims for individuals where eligibility requirements have been otherwise waived or amended by the Plan.
- (15) Prescription claims for Off Label Drug Use that is not otherwise covered under this Policy.
- (16) Paid Claim in excess of the maximum reimbursement provided for under the Plan Documents.

Any amounts that are subject to the exclusions contained in this Section 5 shall not be applied towards the attainment of the stop loss limit(s) set forth in this Policy.

**SECTION 6
RIGHT TO AUDIT**

Anthem has the right to inspect and audit any and all of Employer's and Business Associate's documents relating to any Claims submitted to Anthem. Such documentation shall include, but is not limited to, Claims, case management, utilization management records, Member eligibility, audit records (including audits of TPA and TPA's providers and vendors), as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries. Anthem reserves the right to retain a third party, at its expense, to assist with an audit.

Employer shall make Claims information available including but not limited to payment information available to Anthem for inspection, whether such records are maintained by Employer or the TPA. Anthem will treat all records and information obtained pursuant to this Article as confidential. Such books and records will be maintained for a period of not less than 3 years following termination of the Policy.

Anthem shall not be liable for the fulfillment of any obligation under this Schedule if Anthem does not receive information from Employer requested pursuant to this Section.

Board of Commissioners of Walton County, Georgia

Anthem Life Insurance Company

By:

By:

Title:

Title:

Date:

Date:

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT (this "Agreement") is made as of the 1st day of January, 2024 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Landlord"), and **WILLIAM PAUL JONES, JR.**, an individual resident of the State of Georgia ("Tenant"). The Landlord and Tenant shall also be referred to herein each as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Landlord is the owner of that certain real property located in Walnut Grove, Walton County, Georgia, being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Landlord desires to lease the Property to Tenant to be used pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. Lease.** The Landlord hereby leases the Property to Tenant, subject to the terms and provisions of this Agreement.
- 2. Term.** The term of this Agreement shall commence on the Effective Date and terminate at 11:59 p.m. on December 31, 2025.
- 3. Rent.** Tenant shall pay to Landlord the sum of Five Thousand Dollars (\$5,000.00) as rent for the Property for the Term provided in Section 2 hereof. Payment shall be made within ten (10) days of the Effective Date.
- 4. Use of Premises.** Tenant shall only use the Property for an Agricultural Purpose. Agricultural Purpose shall mean the raising, harvesting, and storing crops. Tenant shall be responsible for the cost of providing any electric power service to the Property, and Landlord agrees not to interfere with Tenant’s power supply.
- 5. Landlord Access.** From and after the Effective Date and throughout the term of this Lease, Landlord and its agents, representatives, or designees shall have the right and privilege of going upon the Property for any purpose. Further, Landlord specifically reserves the right to build an access road through the Property. If such access road is built during the term of this Lease, Landlord shall not be responsible for any damage to Tenant’s crops resulting therefrom.
- 6. Landlord’s Right of Early Termination.** Notwithstanding anything herein to the contrary, Landlord reserves the right to terminate this Agreement at any time during the term of this Agreement upon 30 days’ written notice. If Landlord exercises such right of early termination, Landlord agrees to reimburse the actual and direct out of pocket costs incurred by Tenant in

conducting his farming operations on the Property. Landlord shall not be responsible for any lost profits of Tenant.

7. Maintenance. At all times during the term of this Agreement, Tenant shall maintain the Property in good condition free from debris, bottles, and trash.

8. Insurance. Tenant shall cause Landlord to be added as an additional insured on Tenant's liability insurance policy covering the Property.

9. Compliance with Law. Tenant, at Tenant's sole cost and expense, shall comply with all laws, statutes, regulations, and orders of federal, state and local authorities, and with all directions of all public officers that shall impose any duty upon Tenant with respect to the Premises or the use or occupancy thereof. Tenant shall also refrain from contaminating the Premises or creating noxious odors that would be offensive to neighboring property owners or the public.

10. Indemnification. Tenant shall indemnify and hold harmless Landlord from any damages or other liability resulting from Tenant's use of the Property.

11. Notice. Notices or demands may be given to either party by the other, in addition to any method provided by law, by depositing such written notices or demands in the United States mail in a postage pre-paid envelope addressed as follows:

If to Landlord:

Walton County, Georgia
Attn: Rhonda Hawk, County Clerk
111 South Broad Street
Monroe, GA 30655

If to Tenant:

William Paul Jones, Jr.
2961 Old Hwy 138 SW
Monroe, Georgia 30655

12. Entire Agreement. This Agreement incorporates all prior negotiations, interpretations, and understandings between the Parties and is the full and complete expression of their agreement.

13. Severability. The invalidity or unenforceability of any term or condition of this Agreement shall not invalidate, render unenforceable, or adversely affect the remaining terms and provisions.

14. Modifications. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both Parties.

15. Governing Law. This Agreement is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

TENANT:

LANDLORD:

WILLIAM PAUL JONES, JR.

WALTON COUNTY, GEORGIA

By: _____ (Seal)
William Paul Jones, Jr.

By: _____ (Seal)
David G. Thompson, Chairman

Attest: _____ (Seal)
Rhonda Hawk, County Clerk

Exhibit A

Legal Description

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, located in Land Lot 164 and 176, of the 4th Land District, being designated as Tract 2, containing 71.445 acres, more or less, according to a survey entitled “Boundary Survey For: Paul Jones,” dated September 4, 2017, prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, Georgia Registered Land Surveyor No. 2921, recorded in Plat Book 113, page 96, Clerk’s Office, Walton County Superior Court. Reference to said survey is hereby made and the same is incorporated herein for a more complete description of the property conveyed.

This being the real property commonly known as 3866 Anglin Road, according to the present system of numbering properties in Walton County, Georgia.

Map/Parcel No.: C0520069A00

TOGETHER WITH

All that tract or parcel of land, together with all improvements thereon, if any, situate, lying and being in the State of Georgia, County of Walton, located in in Land Lots 175 and 176 of the 4th District, Walton County, Georgia, being Tract 1, containing 15.00 acres, and Tract 2, containing 17.00 acres, as more particularly shown on plat of survey prepared by Apalachee Land Surveying, Inc., certified by Charles D. Norton, dated January 7, 2005, last revised December 27, 2007, recorded at Plat Book 103, page 88, Walton County, Georgia records, said plat being incorporated herein by this reference and made a part hereof.

Map/Parcel No.: WG010044 (Tract 1) & WG010043 (Tract 2)



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-436109-45231.758BP

Issued: 11/01/2023
 Quote Expiration: 12/29/2023
 Estimated Contract Start Date: 01/01/2024

Account Number: 495997
 Payment Terms: N30
 Delivery Method:

SHIP TO	BILL TO
Migrated Address - 1132 Usher St NW Ste 313 1132 Usher St NW Ste 313 Covington, GA 30014-2411 USA	Alcovy (GA) Judicial Circuit 1132 Usher St NW Ste 313 Covington GA 30014-2411 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bert Panganiban Phone: (941) 527-9189 Email: bpanganiban@axon.com Fax:	Randy McGinley Phone: (770) 784-2070 Email: rmcginley@pacga.org Fax:

Quote Summary

Program Length	66 Months
TOTAL COST	\$373,125.04
ESTIMATED TOTAL W/ TAX	\$373,125.04

Discount Summary

Average Savings Per Year	\$63,427.68
TOTAL SAVINGS	\$348,852.24

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$38,238.64	\$0.00	\$38,238.64
Jul 2024	\$66,977.28	\$0.00	\$66,977.28
Jul 2025	\$66,977.28	\$0.00	\$66,977.28
Jul 2026	\$66,977.28	\$0.00	\$66,977.28
Jul 2027	\$66,977.28	\$0.00	\$66,977.28
Jul 2028	\$66,977.28	\$0.00	\$66,977.28
Total	\$373,125.04	\$0.00	\$373,125.04

Quote Unbundled Price: \$721,977.28
 Quote List Price: \$373,125.04
 Quote Subtotal: \$373,125.04

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
AttorneyPrem	Justice Premier	51	66	\$213.08	\$109.44	\$109.44	\$368,375.04	\$0.00	\$368,375.04
A la Carte Services									
100492	JUSTICE 1-DAY	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
100490	JUSTICE STARTER	1			\$2,750.00	\$2,750.00	\$2,750.00	\$0.00	\$2,750.00
Total							\$373,125.04	\$0.00	\$373,125.04

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100165	UNLIMITED 3RD-PARTY STORAGE	51	01/01/2024	06/30/2029
Justice Premier	100626	INVESTIGATE PRO LICENSE	51	01/01/2024	06/30/2029
Justice Premier	73478	REDACTION ASSISTANT USER LICENSE	51	01/01/2024	06/30/2029
Justice Premier	73618	AXON COMMUNITY REQUEST+ LICENSE	51	01/01/2024	06/30/2029
Justice Premier	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	51	01/01/2024	06/30/2029
Justice Premier	73838	PROSECUTOR PROFESSIONAL ACCESS LICENSE	51	01/01/2024	06/30/2029
Justice Premier	85762	AUTO-TRANSCRIBE JUSTICE ACCESS SERVICE	51	01/01/2024	06/30/2029
Justice Premier	85767	DISCOVERY MODULE ACCESS SERVICE	51	01/01/2024	06/30/2029

Services

Bundle	Item	Description	QTY
Justice Premier	100336	INVESTIGATE OPERATOR TRAINING	3
Justice Premier	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	51
A la Carte	100490	JUSTICE STARTER	1
A la Carte	100492	JUSTICE 1-DAY	1

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Attorney Premier (6 Months)	AttorneyPrem	Justice Premier	51	\$33,488.64	\$0.00	\$33,488.64
Invoice Upon Fulfillment	100490	JUSTICE STARTER	1	\$2,750.00	\$0.00	\$2,750.00
Invoice Upon Fulfillment	100492	JUSTICE 1-DAY	1	\$2,000.00	\$0.00	\$2,000.00
Total				\$38,238.64	\$0.00	\$38,238.64

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Attorney Premier	AttorneyPrem	Justice Premier	51	\$66,977.28	\$0.00	\$66,977.28
Total				\$66,977.28	\$0.00	\$66,977.28

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - Attorney Premier	AttorneyPrem	Justice Premier	51	\$66,977.28	\$0.00	\$66,977.28
Total				\$66,977.28	\$0.00	\$66,977.28

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - Attorney Premier	AttorneyPrem	Justice Premier	51	\$66,977.28	\$0.00	\$66,977.28
Total				\$66,977.28	\$0.00	\$66,977.28

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Attorney Premier	AttorneyPrem	Justice Premier	51	\$66,977.28	\$0.00	\$66,977.28
Total				\$66,977.28	\$0.00	\$66,977.28

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6 - Attorney Premier	AttorneyPrem	Justice Premier	51	\$66,977.28	\$0.00	\$66,977.28
Total				\$66,977.28	\$0.00	\$66,977.28

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/1/2023





Axon Evidence Justice Services Agreement

This Axon Evidence Justice Services Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon services detailed in the Quote Appendix ("**Quote**"). The Parties agree as follows:

1 **Term.** The Axon Evidence Justice Services subscription will begin on the Effective Date and continues until all subscriptions hereunder have expired or been terminated ("**Term**").

2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device Data**" data uploaded to Evidence.com from Axon devices including body worn cameras, Fleet cameras, Interview Room cameras, or Axon Capture.

"**Axon Evidence**" means Axon's web services for Evidence.com, and interactions between Evidence.com and or Axon client software. This excludes third-party applications or my.evidence.com.

"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant. Agency Content includes Evidence but excludes Non-Content Data.

"**Quote**" is only valid for services on the quote at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void.

3 **Storage.** Agency may store unlimited Axon Device Data in Agency's Axon Evidence account if the Axon Device Data is shared to Agency through Axon Evidence from a partner agency using Axon Evidence. If Agency is not purchasing an unlimited storage plan, Agency may purchase ala carte storage for other data.

4 **Payment.** In the event Agency purchases services from Axon, payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable, except in accordance with Paragraph 9 of this Agreement. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

6 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

To the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to Axon Evidence Justice Service will not exceed One Million Dollars (\$1,000,000). Neither Party will be liable for special, indirect, incidental, punitive, or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort, or any other legal theory.

7 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.



Axon Evidence Justice Services Agreement

- 8** **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on: (a) modification of Axon Evidence by Agency or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.
- 9** **Termination.**
- 9.1** **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 9.2** **By Agency.** Agency is obligated to pay any applicable fees under this Agreement for periods of service it actually received. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement without penalty or further obligation. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.
- 9.3** **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination.
- 9.4** **By Axon.** If the Agency is using an Axon Evidence instance that has been provided a no charge to the Agency, Axon may terminate this Agreement for its convenience by providing ninety (90) days prior written notice.
- 10** **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 11** **General.**
- 11.1** **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 11.2** **Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Agency, fiduciary, or employment relationship between the Parties.
- 11.3** **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 11.4** **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 11.5** **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 11.6** **Assignment.** Neither Party may assign this Agreement without the other Party's prior written



Axon Evidence Justice Services Agreement

consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 11.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 11.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 11.9 Survival.** The following sections will survive termination: Indemnification, IP Rights, Axon's Cloud Services Appendix, and, Storage.
- 11.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 11.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Prosecutor shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 11.12 Entire Agreement.** This Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.,

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Evidence Justice Services Agreement

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
 3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
 5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
 6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or

Title: Axon Evidence Justice Services Agreement

Department: Legal
Version: 5.0
Release Date: 6/26/2023

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Axon Evidence Justice Services Agreement

diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled



Axon Evidence Justice Services Agreement

offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 12.4. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon’s development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Axon Evidence Justice Services Agreement

could reasonably be linked directly or indirectly to Agency.

- ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the professional services specified below are included on the Quote, this Appendix applies.

- Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Agency need Register cameras to Agency domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> Work with Agency to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Agency On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>



Axon Evidence Justice Services Agreement

3. **Out of Scope Services.** Axon is only responsible for the performance of the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
5. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
6. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
7. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
8. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Axon Evidence Justice Services Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor.

If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Prosecutor, Axon will need to store call for service data from Prosecutor's CAD or RMS.



Axon Evidence Justice Services Agreement

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Prosecutor purchases Axon Auto-Transcribe as part of a bundle or Axon Evidence subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Evidence license term, or (2) date Axon provisions Axon Auto-Transcribe to Prosecutor. If Prosecutor purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Prosecutor.

Axon Auto-Transcribe minutes expire one year after being provisioned to Prosecutor by Axon.

If Prosecutor cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Prosecutor a set number of minutes, Prosecutor may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Prosecutor will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Prosecutor additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Prosecutor an On-Demand subscription to Axon Auto-Transcribe, Prosecutor may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Prosecutor with reviewing and transcribing individual evidence items. In the event Prosecutor uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Prosecutor on upgrading Prosecutor’s Axon Auto-Transcribe On-Demand to better meet Prosecutor’s needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



Axon Evidence Justice Services Agreement

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content,



Axon Evidence Justice Services Agreement

is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

EXAMPLE ONLY—DO NOT SIGN

FISCAL AGENT DESIGNATION AND ACCEPTANCE AGREEMENT FY 2025

Annex A Part 5

EXAMPLE ONLY—DO NOT SIGN	
Fiscal Agent Designation and Acceptance Agreement	COUNTY: <u>Walton</u>
<p>The <u>Walton County Board of Commissioners</u> agrees to serve <small>legal name of agency or board</small></p> <p>as the Fiscal Agent for the <u>The Partnership for Families Children and Youth</u> <small>name of Georgia Family Connection collaborative</small></p> <p>for the period of July 1, 2024 through June 30, 2025.</p> <p>The Fiscal Agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made and 5) agree the local Family Connection collaborative governing body is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the Fiscal Agent's own policies and procedures.</p>	
EXAMPLE ONLY DO NOT SIGN	
<p>Family Connection Collaborative Chairperson:</p> <p>_____</p> <p style="text-align: center;">(Signature in ink)</p> <p style="text-align: center;"><u>Dan Curry</u></p> <p style="text-align: center;">(Print Name in Block Letters)</p> <p>Date: _____</p> <p>~~~~~</p> <p>Family Connection Coordinator:</p> <p>_____</p> <p style="text-align: center;">(Signature in ink)</p> <p style="text-align: center;"><u>Dena P. Huff</u></p> <p style="text-align: center;">(Print Name in Block Letters)</p> <p>Date: _____</p>	<p>Fiscal Agent:</p> <p>Fiscal Agent's fiscal year end date (month and day): _____</p> <p>_____</p> <p style="text-align: center;">(Signature of agency representative legally responsible to enter into contract. Signature in ink)</p> <p style="text-align: center;"><u>David G. Thompson</u></p> <p style="text-align: center;">(Print Name in Block Letters)</p> <p>Title: _____</p> <p style="text-align: center;">(Print Title in Block Letters)</p> <p>Date: _____</p>

11/21

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Walton County Board of Commissioners

2 Business name/disregarded entity name, if different from above
The Partnership for Families, Children and Youth

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► **Local Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
303 South Hammond Drive Sulte 333

6 City, state, and ZIP code
Monroe, GA 30655

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	8	-	6	0	0	0	9	0	2
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATKINSON | FERGUSON^{LLC}

Charles M. Ferguson, Jr.
Email: cferguson@atkinsonferguson.com

ATTORNEYS AT LAW
118 COURT STREET
MONROE, GA 30655

p (770) 267-3000
atkinsonferguson.com

January 4, 2024

VIA HAND DELIVERY

David Thompson, Chairman
Walton County Board of Commissioners
111 S. Broad Street
Monroe, GA 30655

**Re: Renewal of Legal Services Agreement between Atkinson Ferguson, LLC and
Walton County Board of Commissioners**

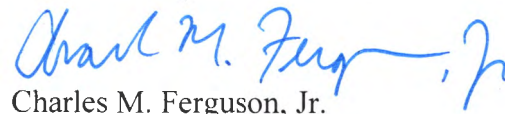
Dear Chairman Thompson:

Per our recent conversations, this letter is intended to serve as a renewal of the Legal Services Agreement (“Agreement”) between our firm and the Walton County Board of Commissioners. This Agreement is intended to govern the period from January 1, 2024 through December 31, 2024. The terms of this Agreement shall be the same as those set forth in our letter dated January 27, 2021, which letter is incorporated herein by reference, except for the following rate adjustments: the flat rate for general legal services shall be \$26,250 per month and the hourly rates for litigation shall be \$200/hour for partners and \$175/hour for associates. We understand that this Agreement will be presented to the Board of Commissioners for approval in connection with our firm’s reappointment as County Attorney at the January 9, 2024 meeting.

Thank you and the Board of Commissioners for the continued opportunity to serve the County.

Best regards,

ATKINSON | FERGUSON, LLC


Charles M. Ferguson, Jr.

Agreed to by:

Walton County Board of Commissioners

By: _____
David Thompson
Chairman

Attest: _____
Rhonda Hawk
County Clerk

[COUNTY SEAL]

Area Agency of Aging
Local Government Services
Planning
Workforce Development



305 Research Drive
Athens, GA 30605-2795
Phone 706.369.5650
James R. Dove, Executive Director

MEMORANDUM

**TO: COUNTY COMMISSION CHAIRPERSON
SENIOR CENTER DIRECTORS**

FROM: PEGGY JENKINS, DIRECTOR *PJ*
NORTHEAST GEORGIA REGIONAL COMMISSION – AREA AGENCY ON AGING

DATE: NOVEMBER 21, 2023

RE: APPOINTMENT TO NORTHEAST GEORGIA AGING SERVICES ADVISORY COUNCIL

The Northeast Georgia Regional Commission's Area Agency on Aging (AAA) division is attempting to fill county seats on its Aging Services Advisory Council. Each county appoints a total of two (2) members. One (1) appointment is by the senior center and one (1) appointment is by the local county government. I have attached a copy of the council's by-laws, which explains the role of the council members.

The Advisory Council meets quarterly on the 3rd Wednesday at 1:30 p.m. at the Northeast Georgia Regional Commission, 305 Research Drive, Athens, GA 30605. The next meeting will be Wednesday, January 17, 2024. Each appointee will serve a term of 4 years (one area plan cycle). Please let me know the following as soon as possible:

- The name of the representative;
- Mailing address;
- E-mail address; and
- Telephone number.

The Area Agency on Aging will mail out introductory notebooks that include the following:

- letters welcoming your appointee as a new member;
- Older Americans Act;
- By-Laws;
- Membership directory;
- NEGRC By-Laws;
- NEGRC Council members;
- Staff director for the Area Agency on Aging; and
- Service providers directory.

If you have questions or need additional information, please contact Peggy Jenkins at (706)583-2546 ext. 101 or via email at pienkins@negrc.org.



December 13, 2023

Walton County Board of Commissioners
Ms. Rhonda Hawk, Purchasing Director
111 South Broad Street
Monroe, GA 30655

**Re: Center Hill Church Road Water Main, RFB2024-04 – Report of Bid
Bid Date December 12, 2023**

Dear Ms. Hawk:

On Tuesday, December 12, 2023, the Walton County Board of Commissioners received six (6) bids for the Center Hill Church Road Water Main project (RFB2024-04).

The project includes the Construction of approximately 22,865 LF of 16" diameter water main, fire hydrants, valves, and miscellaneous appurtenances; and construction of an Altitude value vault at an existing elevated storage facility. The new pipeline will improve water system operation, stabilize service pressure and enhance fire flow availability.

Precision Planning, Inc. (PPI) has reviewed the bids, and it appears that the lowest and best bid is that of The Dickerson Group, Inc. in the amount of FIVE MILLION, ONE HUNDRED THIRTY-THREE THOUSAND, TWO HUNDRED AND 00/100 DOLLARS (\$5,133,200.00). A copy of the complete bid tabulation is attached for your review

Please feel free to call or email me with any questions regarding our review of the bids received.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kurt Mueller', is written over a white background.

Kurt Mueller, P.E.
Senior Vice President

F:\DOCUMENT\21\133 - Center Hill Church Rd Water Transmission Main\05_BID PHASE\Re-Bid\Bids & Bid Tab\Recommendation Letter_Center Hill Church Road Water Main RFB 2024-04.doc

cc: Chairman David Thompson, Walton County Board of Commissioners
File

BID OPENING REPORT

WALTON COUNTY CENTER HILL CHURCH ROAD WATER MAIN RFB 2024-04 TUESDAY, DECEMBER 12, 2023 AT 2 PM

CONTRACTOR	BID BOND		EVERIFY		TOTAL AMOUNT BASE BID
	YES	NO	YES	NO	
Anderson Grading and Pipeline, LLC	x		x		\$5,960,447.00
Dickerson Group, Inc.	x		x		\$5,133,200.00
FS Scarbrough, LLC	x		x		\$7,522,046.89
GS Construction, Inc.	x		x		\$10,430,465.00
JDS, Inc.	x		x		\$9,899,999.00
Mid-South Builders, Inc.	x		x		\$5,912,450.00

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