



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, April 04, 2023 at 6:00 PM

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

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

AGENDA

1. **PRESENTATIONS**
2. **MEETING OPENING**
 - 2.1. Pledge of Allegiance & Invocation
 - 2.2. Call to Order
 - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
 - 3.1. Additions/Deletions
4. **PROCLAMATIONS**
 - 4.1. Child Abuse Prevention Month
5. **PLANNING COMMISSION RECOMMENDATIONS**
 - 5.1. Approval of Conditional Use CU23010025 - Event Venue on 61.16 acres - Applicant: Chris McGee - Property located at 4720 Jacks Creek Rd - Map/Parcel C1780018B00&18 - District 4
 - 5.2. Approval of Rezone Z23010020 - Rezone 3.00 acres from R1 to B3 for parking & outside storage - Applicant: Bryan Wallis/Owner: John B Hicks (Executor of Sandy J Hicks) - Property located at 6720 Hwy 20 - Map/Parcel C0020078A00 - District 2
 - 5.3. Approval of Land Use Change LU23010028 and Rezone Z23010027 - Land Use Change from Neighborhood Residential to Suburban and Rezone 2.76 from R1 to A1 to have personal animals - Applicant: Betty M Haralson/Owners: Betty M Haralson & Phillip I Ackerson - Property located at 999 Gene Bell Rd & /Blasingame Rd - Map/Parcel C1660079 - District 6
6. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*
 - 6.1. Approval of March 7, 2023 Meeting Minutes
 - 6.2. Contracts & Budgeted Purchases of \$5000 or Greater

- [6.3.](#) Declaration of Surplus Property
- [6.4.](#) Agreement - Central Square - Finance Software
- [6.5.](#) IGA - City of Monroe and City of Loganville - Aerial Imagery Projects
- [6.6.](#) Contract - Eagleview Imagery
- [6.7.](#) Service Agreement - ARPA Grant Coordinator - Walton County Superior Court
- [6.8.](#) Contract - San Pedro MFG Co
- [6.9.](#) Quitclaim Deed Payment - Holder Brothers Timberframes

7. RESOLUTIONS

- [7.1.](#) Resolution - FY23 Budget Amendments
- [7.2.](#) Resolution - Adopting Project Length Budget for Criswell Pickleball and Covered Arena
- [7.3.](#) Resolution - Adopting Project Length Budget for Goodhope Recycling Center
- [7.4.](#) Resolution - Adopting Project Length Budget for Resurfacing Projects
- [7.5.](#) Resolution authorizing the initial intent to issue revenue bonds through the Walton County Public Facilities Authority to finance certain capital outlay projects for the County, including parks, renovations to existing administrative buildings, and the acquisition of land and improvements for governmental purposes.

8. ACCEPTANCE OF BIDS/PROPOSALS

- [8.1.](#) Acceptance of Bid - MHB Paving - Public Works

9. APPOINTMENTS

- 9.1. Walton County Public Facilities Authority

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 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.

BY THE WALTON COUNTY BOARD OF COMMISSIONERS OF GEORGIA
A PROCLAMATION
CHILD ABUSE PREVENTION MONTH

WHEREAS: Children are our most valuable resource, and they are also our most vulnerable. All of Georgia’s children have a right to be safe and an opportunity to thrive, learn, and grow in an environment that fosters healthy development; and

WHEREAS: Child abuse and neglect can be prevented by supporting and strengthening Georgia’s families, thus preventing the far-reaching effects of maltreatment, and providing the opportunity for children to develop healthy, trusting family bonds, and consequently, building the foundations of communities; and

WHEREAS: Strong and nurturing communities --- where all children grow up safe, people have jobs and provide for those they love, and families receive the care they deserve --- strengthen families and promote child, family, and community well-being; and

WHEREAS: Effective child abuse prevention strategies succeed because of partnerships created within communities among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business sector, and

WHEREAS: By providing a safe, stable, and nurturing environment for our children, free of violence, abuse, and neglect, we can ensure that Georgia’s children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation; now

THEREFORE: I, David Thompson, Chairman of Walton County Board of Commissioners in the State of Georgia, do hereby proclaim April 2023, as CHILD ABUSE PREVENTION MONTH in Walton County in the State of Georgia.

In witness thereof, I have hereunto set my hand and caused to be affixed the Great Seal of Walton County, Georgia this [___] day of April 2023.

SEAL

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



Planning and Development Department Case Information

Case Number: CU23010025

Meeting Dates: Planning Commission 03-02-2023

Board of Commissioners 04-04-2023

Current Zoning: A1

Request: Conditional Use for an event facility and summer day camp

Address: 4720 Jacks Creek Road

Map Number: C1780018B00 & C1780018

Site Area: 20.00 acres & 41.16 acres

Character Area: Rural Residential & Agriculture

District 4: Commissioner – Lee Bradford

Planning Commission – Brad Bettis

Applicant:

Chris McGee
2129 Ike Stone Road
Monroe, Georgia 30656

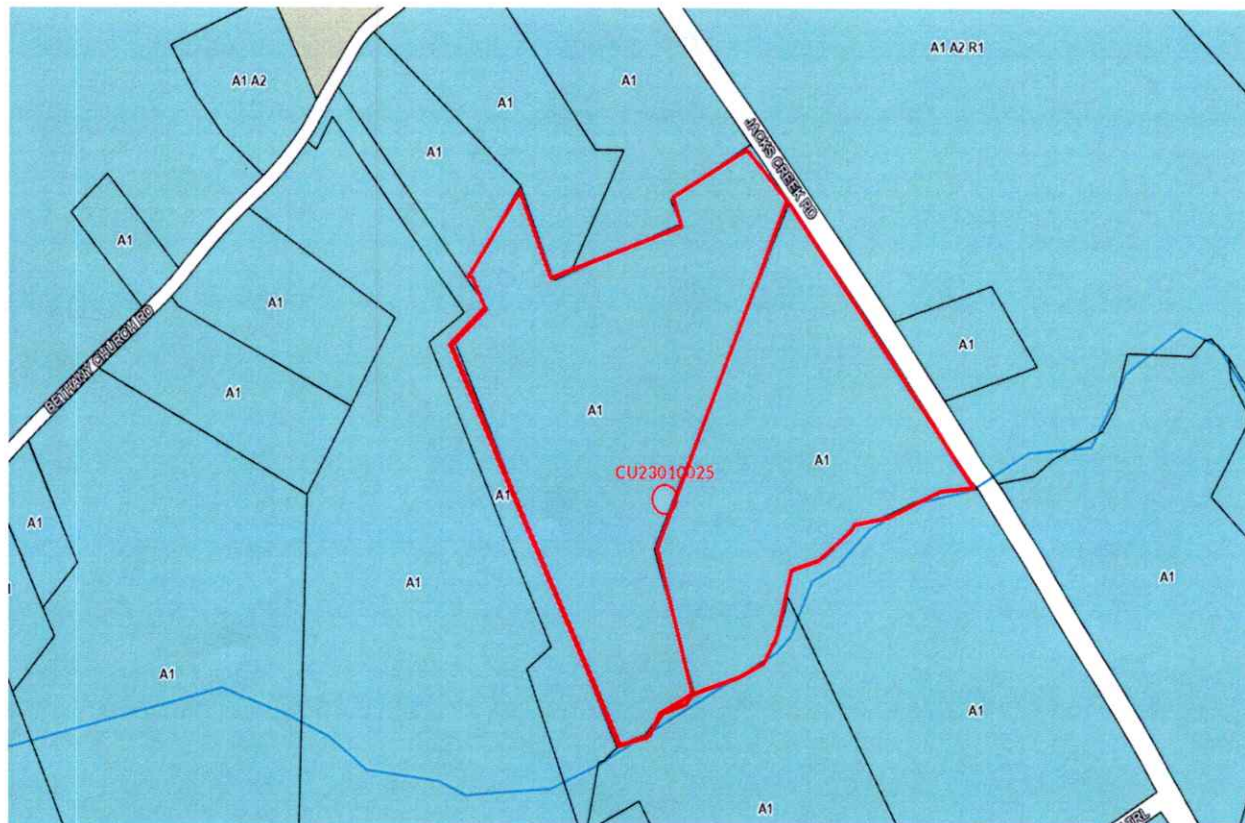
Owner:

Heartland Farms Event Center LLC
4720 Jacks Creek Road
Monroe, Georgia 30655



Existing Site Conditions: Parcel #C1780018B00 consists of 20.00 acres and contains a house, horse stables & carriage house and is located on a minor collector road. Parcel #C1780018 contains 41.16 acres and is vacant land.

The surrounding properties are zoned A1, A2 and R1.



Staff Comments/Concerns

Outdoor Recreation Facilities (Private) (18)

1-7-2020

Outdoor Recreation Facilities are allowed by conditional use in the A, A1, A2, R1, R2 R3, MHP, and by right in the B1, B2, B3, TC and MUBP zoning. The uses allowed include wedding venues, event venues, fishing lakes, swimming pools, and golf courses or driving ranges, or other recreational developments. A detailed site plan must be approved by the Department.

- A. Only accessory services and parking related exclusively to the recreational operations shall be allowed.
- B. Total floor area of all buildings shall be a maximum of 5,000 square feet. The building[s] shall be located at least 50 feet from all residentially zoned property.

- C. The site shall be at least two (2) acres in size.
- D. The site must have direct access to a collector or arterial road.
- E. All activities shall take place at least 50 feet from any property line adjacent to a residential zone or use.
- F. Outdoor activity areas shall be sufficiently screened and insulated so as to protect adjacent property from noise and other disturbances.
- G. No outdoor storage shall be allowed.
- H. The outdoor use of the site adjacent to residentially zoned property after 10:00 p.m. shall be prohibited with the exception of special holidays as determined by the Planning and Development director.

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a commercial driveway be installed for safe ingress and egress at location.

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

Water Authority: This area is not currently served by the WCWD.

City of Monroe: The City of Monroe has no comments for this property.

Fire Department/Fire Marshall:

Fire Marshal Review:

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

Fire Hydrant shall be located within 500'ft

If interior spaces are provided, they shall meet commercial fire codes relating.

ADA access of restroom shall be maintained outside for access.

Fire Department Review

Facility will affect the responding units in more call volume and possible rescue due to anticipated attendance during events.

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

Development Inspector: No comment received

DOT Comments: No coordination needed.

PC ACTION 3/2/2023:

1. **Conditional Use CU23010025 – Event Venue on 61.16 acres – Applicant: Chris McGee/Owner: Heartland Farms Event Center LLC -Property located on 4720 Jacks Creek Rd-Map/Parcel C1780018B00&18 – District 4.**

Presentation: Chris & Alicia McGee represented the case. They purchased this property in December 2022 to have an event facility. The place has horses and they would like to have events at the property like weddings, birthday parties, church outings, Christian day camp. There should be no more than 8 to 10 children. They would like to do farming on 20 acres and grow vegetables and bring new things to the community. They live in Gratis and have 2 green houses.

Brad Bettis asked about parking and would it be adjacent to the garage and Mr. McGee stated that the parking would be on the other side of the property. Josh Ferguson asked would day care fall under the conditional use. Mr. McGee advised that they would not be doing a daycare. Mr. McGee advised that it would be for teacher workday and spring break where parents would not have daycare. The camps would not be for the whole summer, just on the days that the children would be out of school. Brad Bettis asked would the bathroom be behind the facility and Mr. McGee stated that it would. He also asked about a commercial driveway and Mr. McGee stated that he would be doing asphalt 125 ft back. There is an entrance and exit on the property so this would not interfere with people coming and leaving.

Speaking: No opposition

Recommendation: Brad Bettis made a motion to recommend approval as submitted with staff comments with a second by John Pringle. The motion carried unanimously.

Conditional Use Application # CU23010025

Item 5.1.

Planning Comm. Meeting Date 03-02-2023 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm Meeting Date 04-04-2023 at 6:00PM held at **WC Historical Court House**
You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel C1780018B00 & 18B

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Chris McGee</u>	<u>Heartland Farms Event Center LLC</u>
<u>2129 Ike Stone Rd</u>	<u>4720 Jacks Creek Rd</u>
<u>Monroe, GA 30656</u>	<u>Monroe, GA 30655</u>
<small>(If more than one owner, attach Exhibit "A")</small>	
E-mail: <u>chris.mcgee@landstarmail.com</u>	
Phone # <u>678-283-5221</u>	Phone # <u>678-283-5221</u>
Location <u>4720 Jacks Creek Rd.</u>	Present Zoning <u>Ag</u> Acreage <u>20 acres</u> <u>↳ 41.16 acres</u>
Existing Use of Property: <u>Agriculture</u>	
Existing Structures: <u>house, horse stables, carriage house</u>	
Property is serviced by:	
Public Water: _____ Provider: _____	Well: <input checked="" type="checkbox"/>
Public Sewer: _____ Provider: _____	Septic Tank: <input checked="" type="checkbox"/>
The purpose of this conditional use is: <u>events (See letter)</u>	
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.	
<u>Chris McGee</u>	<u>1-26-23 \$350.00</u> <input checked="" type="checkbox"/>
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 A1 Surrounding Zoning: North A1A2R1 South A1
 East A1 West A1

Comprehensive Land Use: Rural Residential ↳ Agriculture

Commission District: 4-Bradford Watershed: _____

I hereby withdraw the above application _____ Date: _____

Standard Review Questions:

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

Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.
4. Public facilities and utilities are capable of adequately serving the proposed use.
5. The proposed use will not adversely affect the level of property values or general character of the area.

(See attached Responses)

Standard Review Questions

1. There is a fence along the front of the property with gated entry and fences within the property around the proposed event venue. There are mature trees and woods that surround the whole property creating a buffer zone, providing insulation to minimize sound travel and screening of outdoor activities to protect adjacent properties from noise or other disturbances. It is approximately 1,200 feet to the nearest residence from the proposed event venue. We do not anticipate any electrical disturbances, but if a concern arises, we will consult Walton EMC.
2. The site has direct access to a collector or arterial road.
3. Parking will be located adjacent to the farmhouse cottage in a designated parking area with parking capacity of 121 regular parking spaces and 8 handicap parking spaces in close proximity to the event venue. All parking spaces have dimensions of 8' x 16'. Total parking area ~ 1.78 acres.
4. We will be installing an outdoor restroom facility with an ADA compliant stall and a baby changing station, and there will be wall mounted HVAC ductless systems installed. We will put in an additional meter for the bathroom facility. We plan on erecting a 40' x 60' pavilion for people to use in case of rain or for relief from the heat/glare from the sun. Currently, there is a 1,000-gallon septic tank onsite which allows for 60 people at an event based on regulatory standards from the Walton County Environmental Health department. We will be obtaining a level 3 soil report from a state certified soil classifier and apply for a septic permit to upgrade our system prior to holding larger events to ensure proper waste disposal.
5. We will be offering services to this community that are not currently present, thus adding value to the property. The 20-acre parcel has forested areas and landscaping to help maintain the character of the area and offer visual buffers to outdoor activities and to help minimize noise disturbances.

Heartland Farms, LLC
4720 Jacks Creek Road
Monroe, GA 30655

Zone: A1
Landlot/District: 218/3
Parcel: C1780018B00
Tax District: District 04 Walton County

January 22, 2023

Re: Conditional Use Permit for Outdoor Recreation Facilities

Dear Planning Commission Members:

We are requesting a conditional use permit for outdoor recreational facilities for the above listed parcel. We propose to utilize the outdoor area around the farmhouse cottage as an event venue with potential uses including but not limited to: anniversary parties, baby showers, birthday parties, corporate events, day camp for children, family reunions, fundraisers, graduation parties and weddings.

This parcel is a 20-acre property with gated entry and fencing along the front of the property as well as within the property around the proposed event venue. Forested areas and landscaping help maintain the character of the area offering visual buffers to outdoor activities and to help minimize noise disturbances. The nearest residence is approximately 1,200 feet from the proposed event venue. As part of our proposal, we will be installing an outdoor restroom facility with an ADA compliant stall and baby changing station and a pavilion for people to use in case of rain or for relief from the heat.

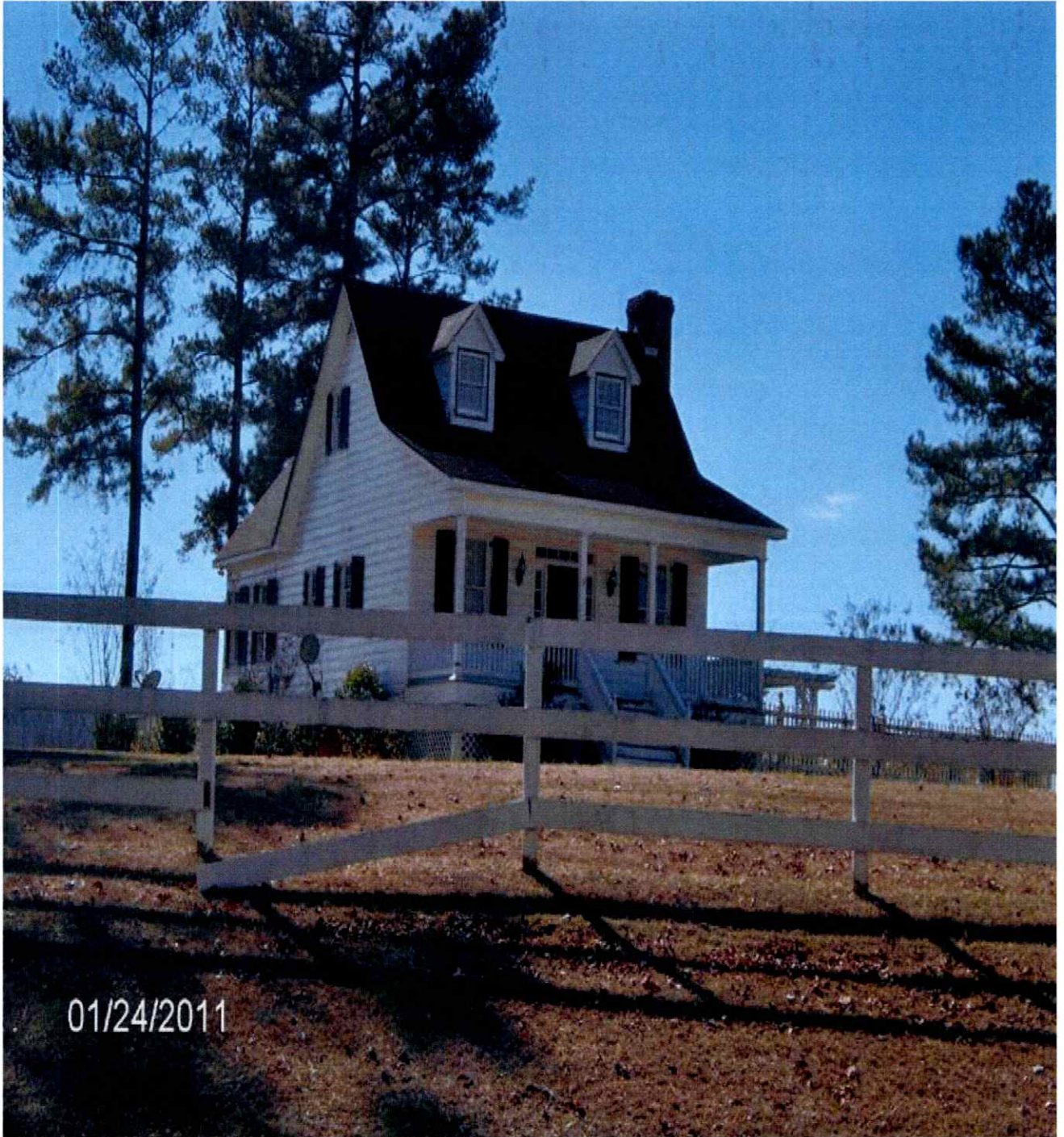
We met with our neighbors surrounding the parcel of land, including Richard Anderson, Mindy Murphy (James Sims' daughter), Harold and Jacqueline Cape and Kenneth and Connie Bailey to discuss our proposal to obtain a conditional use permit for the parcel on Saturday, Jan 21, 2023 and met no opposition.

We appreciate your time and consideration of our proposal and look forward to discussing it with you further at the meeting.

Kind regards,



Chris McGee



Aerial Views

Item 5.1.

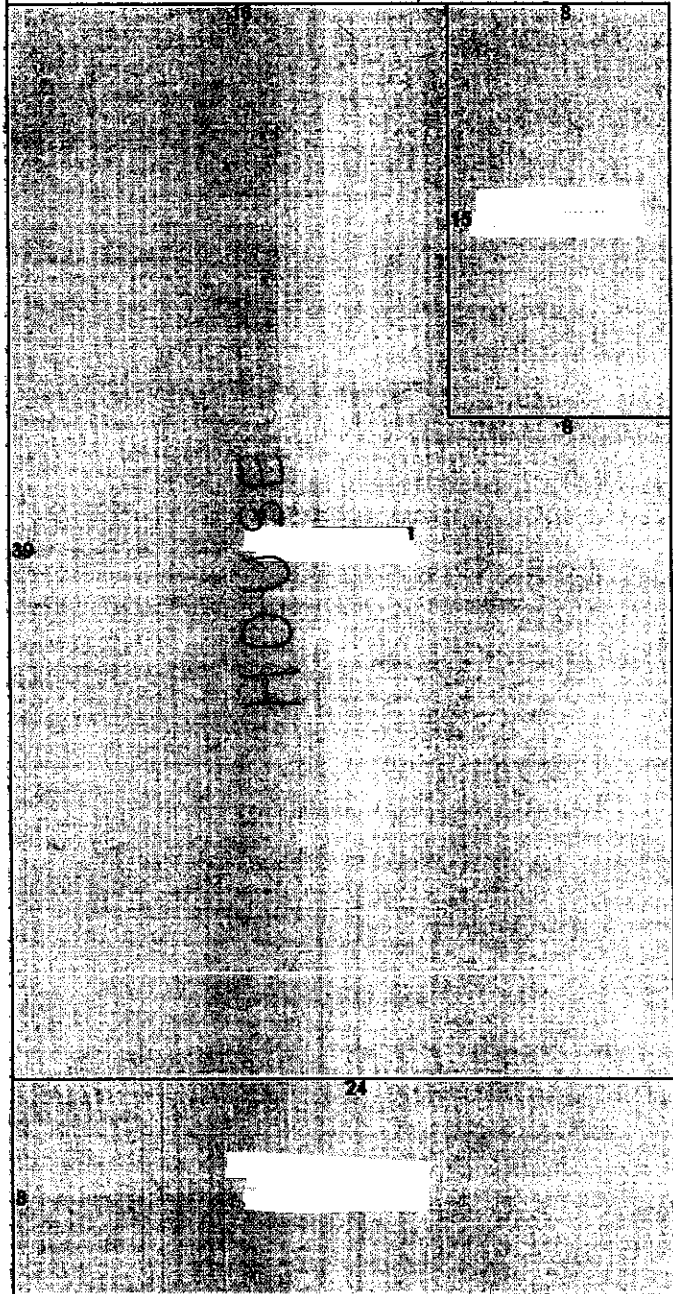


29

Bathroom

Bathroom

Storage



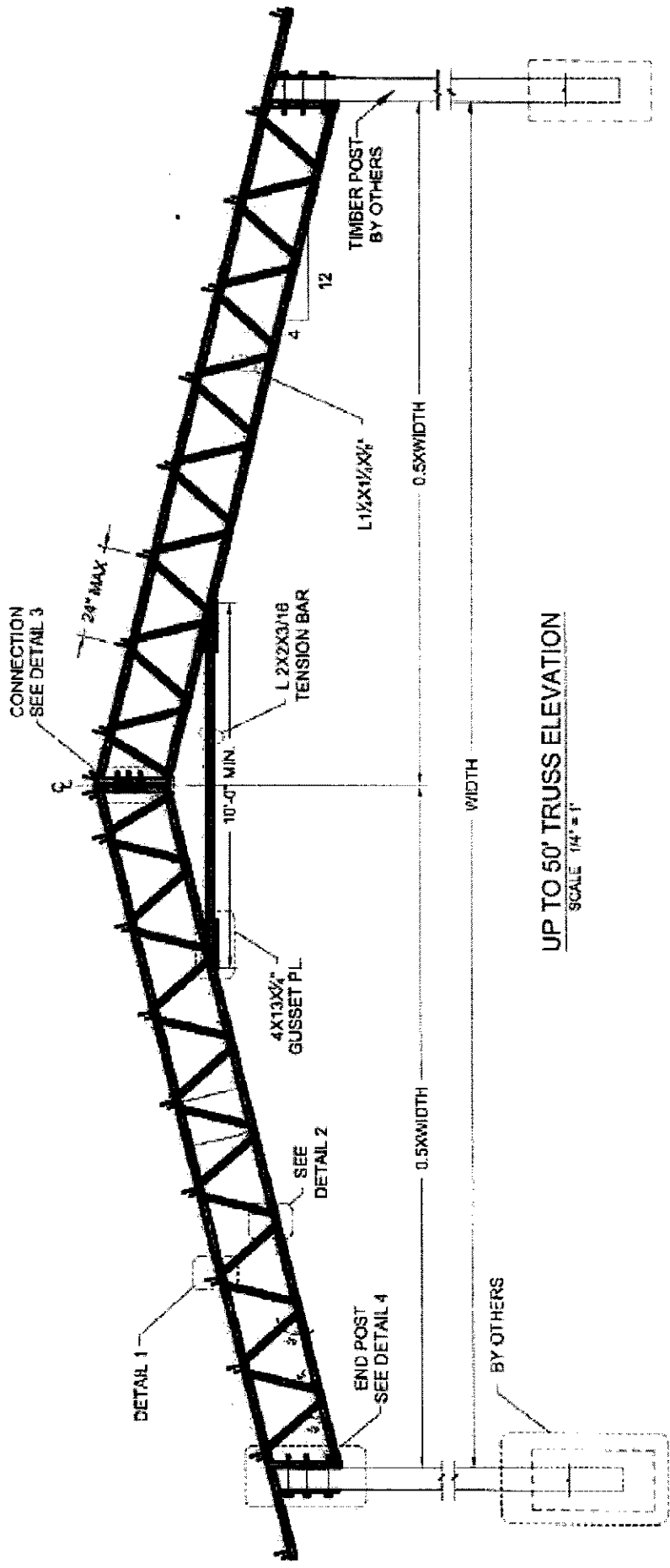
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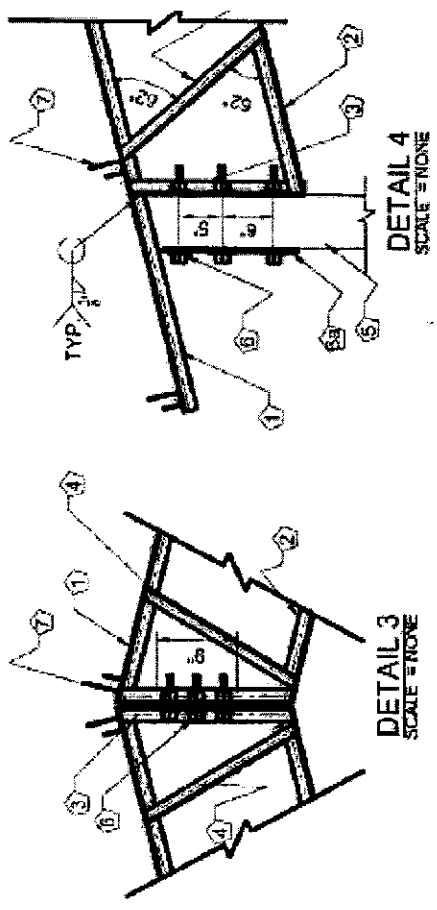
40



Rendering of Pavilion
will match the color scheme of the
existing farmhouse cottage in black + white



UP TO 50' TRUSS ELEVATION
SCALE 1/4" = 1'



NOTES:
MAXIMUM TRUSS SPACING SHALL BE 8' O.C.

FRAMING	
1	L 2X2X3/16*
2	L 2X2X3/16*
3	L 2X2X3/16*
4	L 1 1/2 X 1 1/2 X 1/8*
5	6X6 P. T. WOOD POST
6	3-5/8" Ø A325
7	BRACKET
8	10" Ø X40" FND.
9	# 5 BAR 12" LONG

- DESIGN CRITERIA**
1. WIND LOAD = 150 MPH
 2. LIVE LOAD = 10 PSF
 3. DEAD LOAD = 5 PSF
 4. SNOW LOAD = 0 PSF
 5. CONCRETE FC = 3500 PSI

- GENERAL NOTES**
- A. STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS," NINTH EDITION.
 - B. HIGH STRENGTH BOLTING SHALL BE IN ACCORDANCE WITH AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" (LATEST EDITION).
 - C. ALL STRUCTURAL STEEL SHALL HAVE THE FOLLOWING MINIMUM YIELD STRENGTHS, SHALL BE HOT DIP GALVANIZED PER PER SABS 934 AT GROUND FLOOR, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- STRUCTURAL TUBING Fy = 46KSI
ALL OTHER Fy = 36KSI

Pavilion 40 x 60

Pavilion Facility

2" square tube trusses with web

The trusses carry a 115 mph wind load, a 10 PSF snow load, and they will not twist and warp like angle iron trusses.

29-gauge rib roofing black metal

8 x 8 posts

2 x 6 roof purlins, pressure-treated

Ridge cap & metal screws with rubber seals

Gable ends to match bathroom exterior color (white)

Bathroom facilities

Exterior Hardie board (painted white to match pavilion)

Interior Hardie board (painted white)

Floor concrete (painted gray)

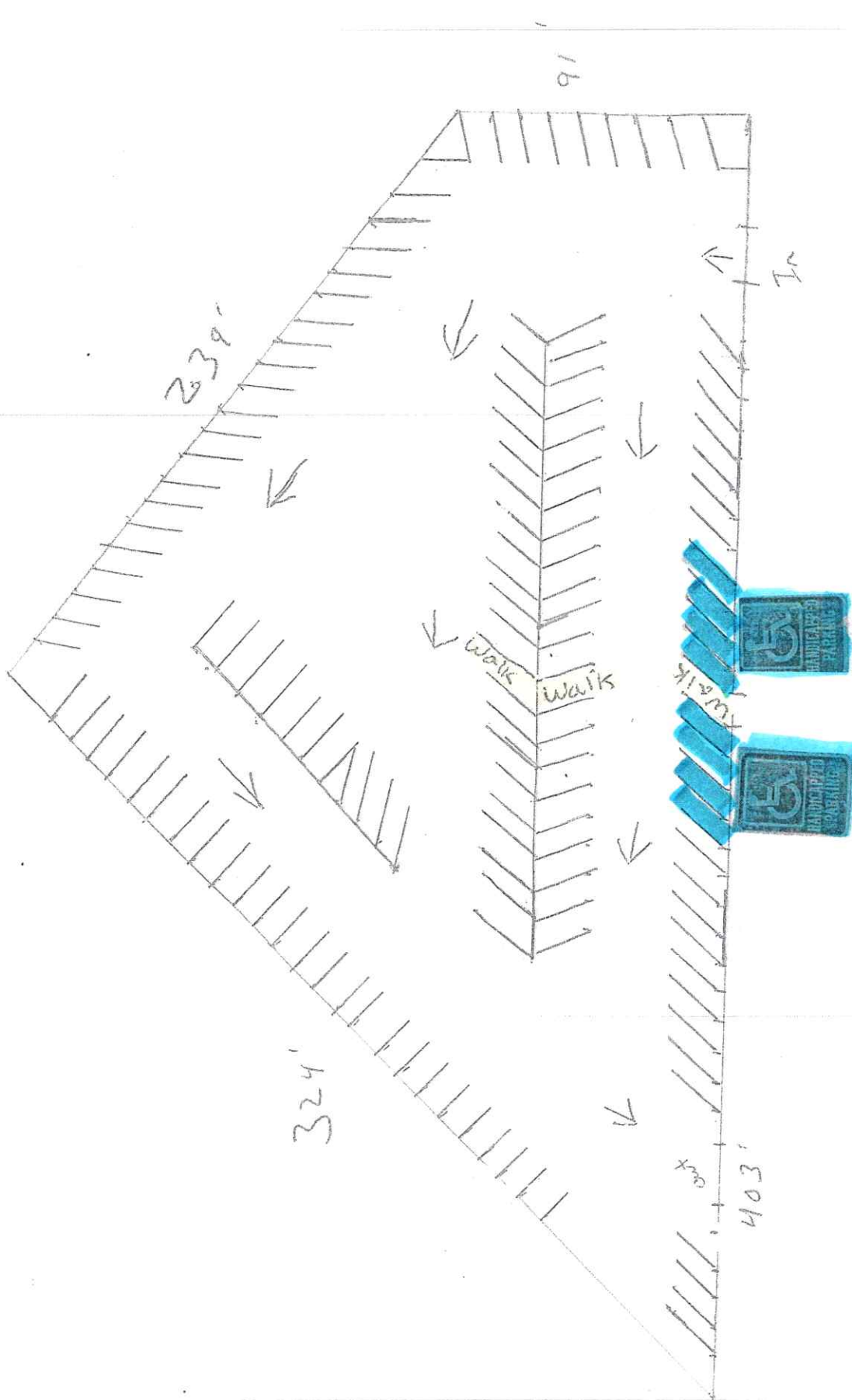
Roof 29-gauge rib roofing black metal (to match pavilion)

ADA compliant stalls and sinks

Regular stalls

Baby changing station in each bathroom

Motion-sensor paper towel dispensers in each bathroom



All 8' x 16'
 121 Regular
 8 handicap

walkway
 handicap

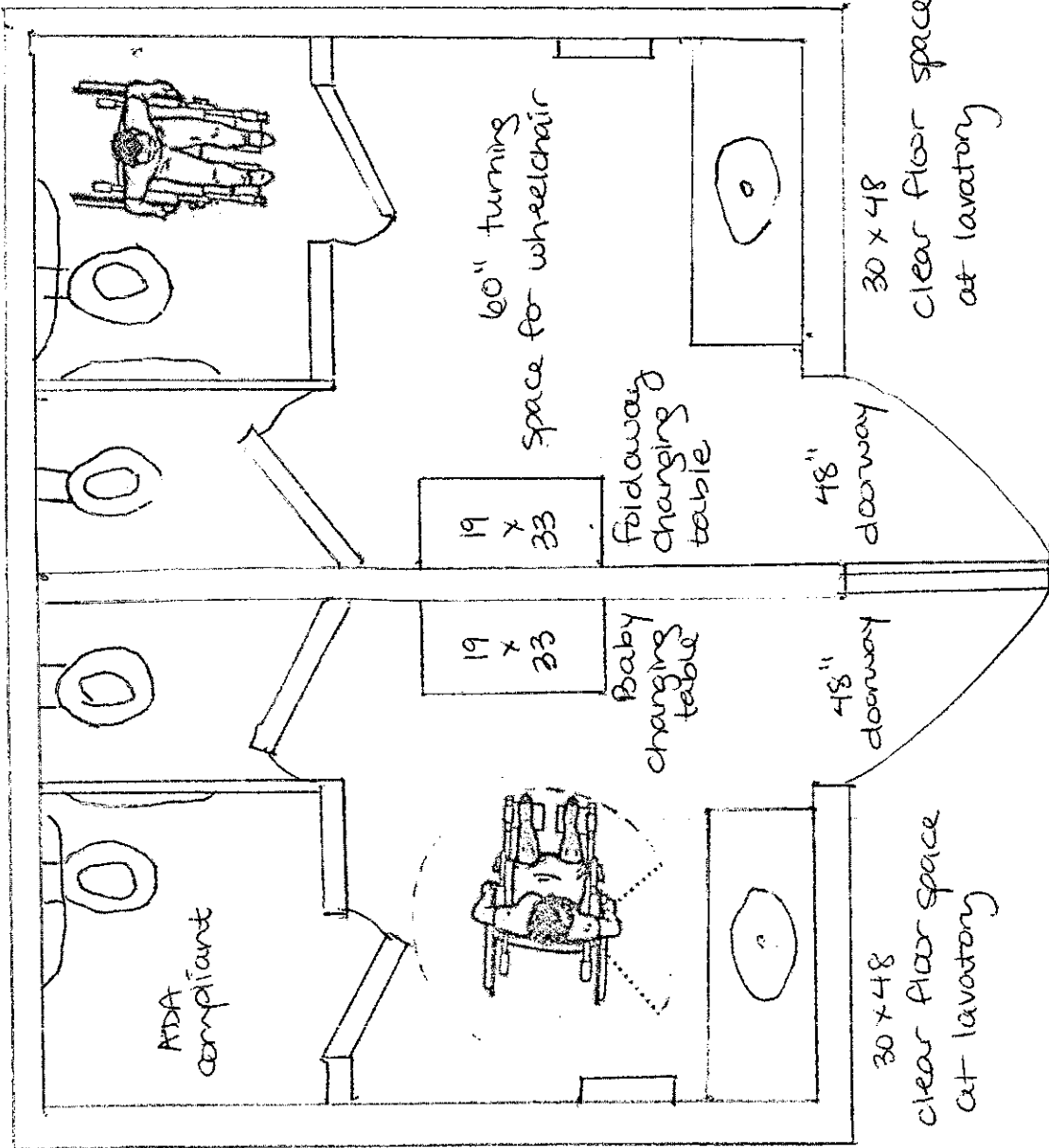


56 x 60 ADA compliant

30 x 48

30 x 48

56 x 60



grab bars beside and behind toilet

automatic paper towel dispenser

automatic paper towel dispenser

30 x 48 clear floor space at lavatory

48" doorway

48" doorway

30 x 48 clear floor space at lavatory



Planning and Development Department Case Information

Case Number: Z23010020

Meeting Dates: Planning Commission 03-02-2023

Board of Commissioners 04-04-2023

Current Zoning: R1

Request: Rezone 3.00 acres from R1 to B3 for parking and storage of landscape trucks and supplies

Address: 6720 Highway 20

Map Number: C0020078A00

Site Area: 3.00 acres

Character Area: Highway Corridor

District 2: Commissioner – Mark Banks

Planning Commission – Pete Myers

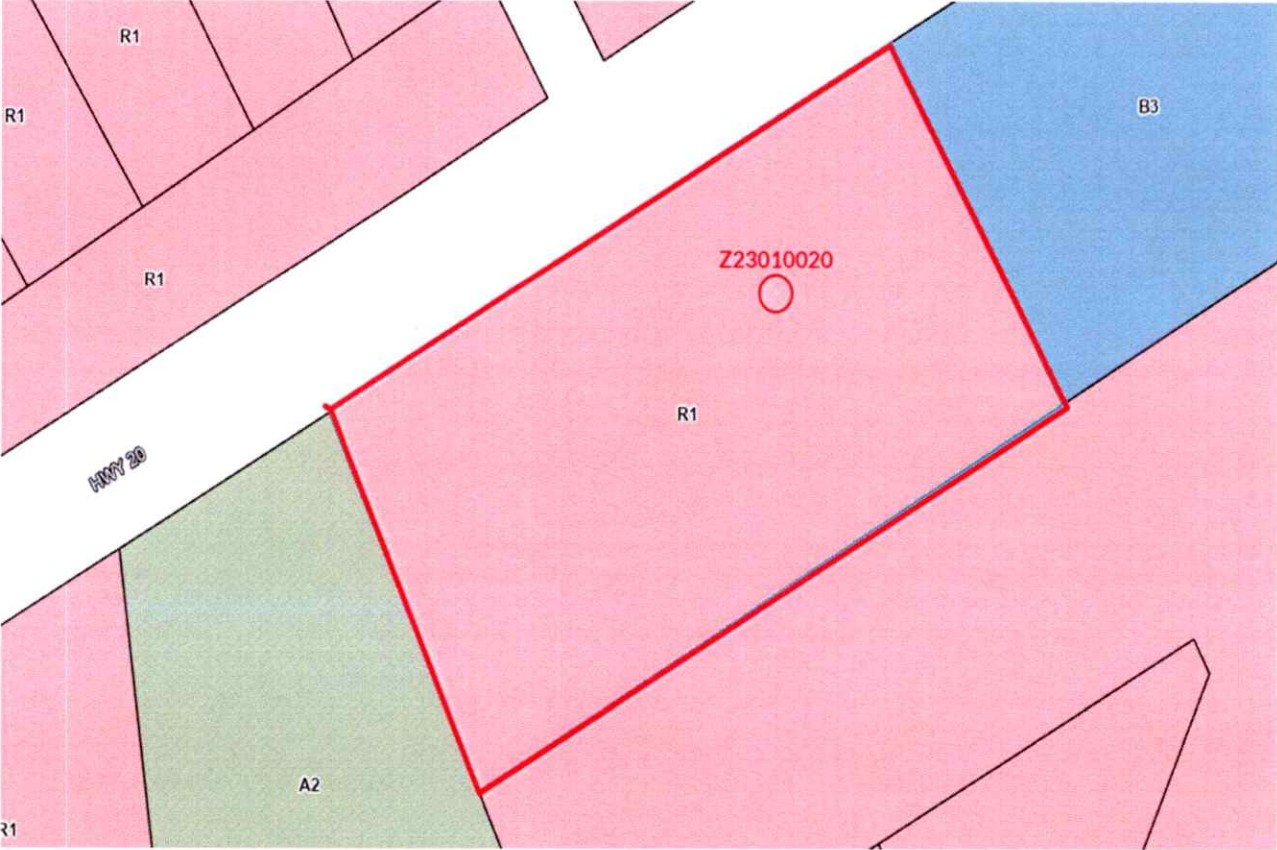
Applicant:
Bryan Wallis
1599 Temple Johnson Road
Loganville, Georgia 30052

Owner:
John B Hicks (Executor of Sandy J Hicks)
6720 Highway 20
Loganville, Georgia 30052



Existing Site Conditions: Property consists of 3 acres.

The surrounding properties are zoned R1, B3 and A2.



Staff Comments/Concerns: If Rezone is approved, Applicant will be required to get with the Development Department to start the Site Development and the Structure being converted to business.

Outdoor Storage of Commercial Vehicles (20)

(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. (5-3-22)

- (1) The area so designated shall be clearly delineated upon the site plan submitted for approval by the county.

(2) 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.

(3) Vehicles shall not be stored within the area set aside for minimum building setbacks.

(4) 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.

(5) 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 any single family dwelling.

(6) 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.

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works has No issue with approval of this request on GDOT R/W.

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

Water Authority: This area is served by an existing 6" water main along Highway 20 (static pressure: 55 psi, Estimated fire flow available: 600 gpm @ 20 psi). No system impacts anticipated.

Fire Department/Fire Marshall:

Fire Marshal Review

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

Fire Hydrant shall be located within 500'ft

Fire Department Review
No Issues Noted

Board of Education: This case will have no effect on the Walton County School District.

Development Inspector: No comment received

DOT Comments: Bryan Wallis would need to coordinate with the Department for the following address: 6720 Highway20.

PC ACTION 3/2/2023:

1. Rezone – Z23010020 – Rezone 3.00 acres from R1 to B3 for parking & outside storage – Applicant: Bryan Wallis/Owner: John B Hicks (Executor of Sandy J Hicks) -Property located on 6720 Hwy 20- Map/Parcel C0020078A00– District 2.

Presentation: Bryan Wallis represented the case. He owns Wallis Landscape Company, and he would like to use this property for storage and parking of his trucks. Tim Hinton asked Mr. Wallis if he would elaborate a little on what he is going to put there. Mr. Wallis advised that he has 9 trucks and 3 spare trucks and a small axle dump truck. He has 6 employees that would go out in the morning and come back in the afternoon. They do work in the Snellville, Loganville and Monroe area. They do have a dump truck delivering gravel once a week. He stated that the only thing that would be stored on the property is pavers and stone.

Speaking: There was no one there to speak against it. However, there was a letter sent in from Jacqueline Griffin that was e-mailed to the Planning Commission prior to the meeting.

Recommendation: Pete Myers made a motion to recommend approval as submitted with staff comments with a second by Wesley Sisk. The motion carried unanimously.

Rezone Application # 223010020 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 3/2/2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 4/4/2023 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0020-078A0-0

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Bryan Wallis</u>	<u>John B. Hicks (Executor-Sandy J. Hicks)</u>
<u>1599 Temple Johnson Rd.</u>	<u>6720 Hwy. 20</u>
<u>Loganville, GA 30052</u>	<u>Loganville, GA 30052</u>
E-mail address: <u>vhswing@gmail.com</u>	(If more than one owner, attach Exhibit "A")

Phone # 850-797-0138 Phone # 678-677-3505

Location: 6720 Hwy. 20 Requested Zoning ~~A~~-3 Acreage 3

Existing Use of Property: Vacant Residential Property - Single Family

Existing Structures: 1400 sq. ft. Home / 2 car garage

The purpose of this rezone is Parking and storage of landscape trucks and supplies.

Property is serviced by the following:

Public Water: Yes Provider: Walton County Well: _____

Public Sewer: No Provider: _____ Septic Tank: Yes

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 Bryan Wallis Date 1-26-23 Fee Paid \$ 450.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning R1 Surrounding Zoning: North R1 South R1
East B3 West A2

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

Commission District: 2-Banks Watershed: Big Haynes Walton W-P1
TMP /

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;

North - Gerogia Hwy. 20
South - R1 Subdivision Green Space
East - B3 Plumbing Company
West - A2 Rental Property (11.1 acres)

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

None

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

None

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

Property will be maintained and landscape with an improved
asthetic appearance.

5. The suitability of the subject property for the zoned purposes; and
storage of landscape trucks and materials.

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

2 years

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: Bryan Wallis

Address: 1599 Temple Johnson Road Loganville, GA 30052

Telephone: (850) 797-0138

Location of Property: 6720 Hwy 20 Loganville, GA 30052

Map/Parcel Number: C0020-078A0-0

Current Zoning: R1 Requested Zoning: M3

Mr. B. Wallis Executor of estate for *Sandy J. Hicks*
Property Owner Signature Property Owner Signature

Print Name: _____ Print Name: _____

Address: 3917 Jacks Creek Rd NW Monroe GA 30655 Address: _____

Phone #: (770) 841-6418 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.

Denise Hicks
Notary Public
11/20/2023
Date

DENISE HICKS
Notary Public, State of Georgia
Walton County
My Commission Expires 12/27/2024

Letter of Intent.

I Bryan Wallis plan to have my
Small Landscape Company on this property
I will have 5-8 Trucks & small Landscape
Trailers, on site. I will also be storing
Gravel & pallets of pavers & wall Block. No
Retail Customers. Back Storage Lot will be
Gravel, Chicken Barre to be used as Storage. & Home
will be used in future as office.

Bryan Wall

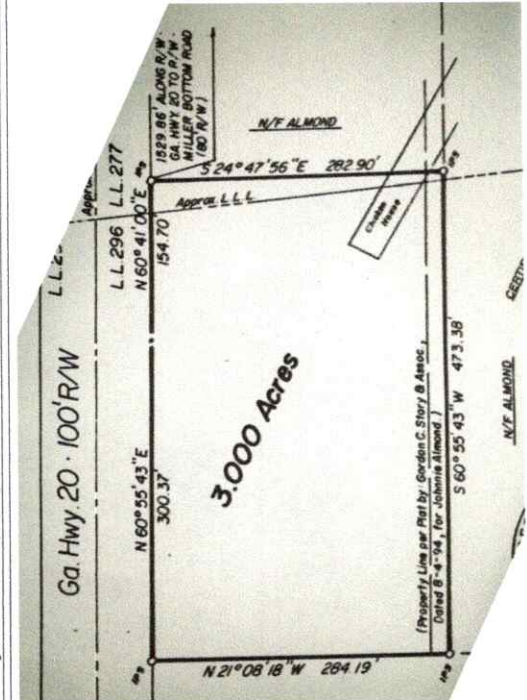
1-26-23

Z23010020 – 6720 Highway 20



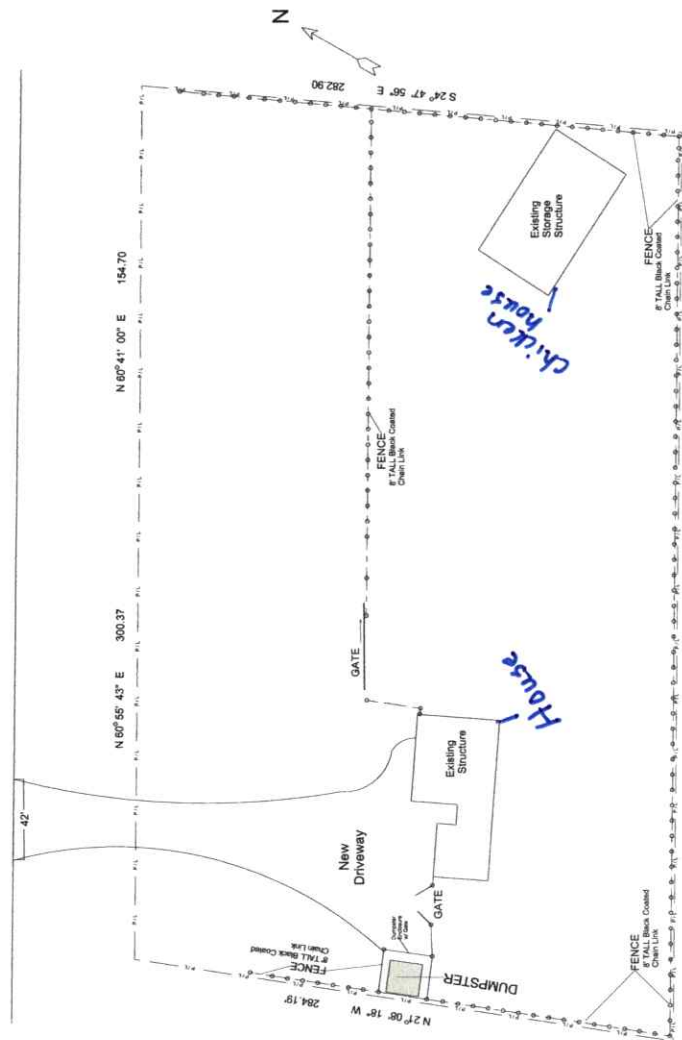
Drawings are intellectual property of Visual Building Plans (Darren Smith) and are protected by copyright laws. Do not use without written permission from Visual Building Plans

RELEASED FOR CONSTRUCTION 1-25-2023



NOT FOR FINAL RECORDING
FORMATION TAKEN FROM EXISTING PLAT
SEE THIS PAGE

GA HWY 20 100' RW



This Page Scale is 1" = 30' - 0"

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION

Project: 6720 GA Hwy 20
 Loganville, Ga. 30052
 Drawn for: Bryan Wallis

FLOOR PLAN
EXISTING SHELL

DRAWINGS PROVIDED BY: DARREN SMITH
 VISUAL BUILDING PLANS
 GAINESVILLE, GA. 30056
 678-467-0734
 darren@visualbuildingplans.com

DATE: 1/25/2023
 SCALE: 1/4" = 1'-0"
 Unless Noted Otherwise.
 SHEET: 2

Item 5.2.



Parcel ID: C000076400
 Class Code: Residential
 Taxing District: Walton County
 Acres: 3.0000
 Owner: HICKS SANDY J & HICKS SANDY P
 230 WINDYBUSH DRIVE
 FRANKLIN GA 30052

February 28, 2023

Attention: Ms. Tracie Malcom
Walton County Planning and Development Commission
303 South Hammond Drive
Monroe, Ga. 30655

Re: Rezone # Z-23010020
6720 GA Highway 20 S.W., Loganville, Ga. 30052

Dear Ms. Malcom,

I find the rezoning of the above mentioned property to be quite disturbing. I am hereby, writing you this letter to be forwarded to each of the members of the Planning and Development Commission.

Mr. Bryan Wallace wants to rezone the parcel at 6720 GA Hwy. 20 SW, Loganville, Georgia, from the current A-2 or Residential zoning to a B-3 zoning. The owners of this property are Mr. & Mrs. Sandy Hicks, and are deceased. This parcel is 3.0 acres as shown on the plat containing a single family home. The home is across the highway from a subdivision containing approximately 172 homes in Walton County and a sizeable number of homes in Gwinnett County. There is a safety issue already due to the neighborhood having only one Entrance/Exit feature at the main entrance. This feature was approved when the neighborhood was first developed. School buses from both counties have to utilize this one and only entrance/exit to accommodate pupils for both area schools. The traffic pattern at this zoning area to be considered, is always extremely busy with the flow of through traffic, the bus traffic and residential traffic. It is dangerously busy at any time of the day and at any hour. Should this be rezoned to B-3, it could cause heavier traffic in this already congested area, but could endanger the lives of motorists and our students who are riding the buses.

I, Ms. Jacqueline Griffin have been a longtime resident of Walton County. My property line begins approximately 700 feet south, at 6799 GA 20 from the proposed rezone. Hopefully, this rezoning will not become a reality. There are many concerns to consider: The traffic already congested, the one and only entrance/exit to the subdivision, the numerous buses going in and

out all day, and it is unsafe to all the homeowners and children living in this area. Adjacent to this area is a parcel containing 11.0 acres. A rezone for B-2 was turned down or withdrawn previously on this parcel. Spot-zoning was in the discussions regarding that request and is still considered the same now. Another subdivision containing 44 homes is about 400 more feet towards the south of the proposed rezoning lot. The adjoining property on GA Hwy 20 to the south has a subdivision containing 55 homes. I live across the highway from that neighborhood at the Walton/Rockdale County border. There are at least 400+ homes in a short distance. A short distance to the north of the parcel up for rezone, has 2 more subdivisions containing 25 and 54 homes respectively. All of the homes mentioned are in the Big Haynes Creed Protected Watershed. Runoff/leakage from the trucks, trailers, dirt moving equipment, etc., placed there for storage will be detrimental for plans to protect this watershed area.

Currently the E.P.D. has on-going investigations a short distance away due to some unlawful activity in the watershed that has caused problems with the water supply in the Rockdale reservoir. This is a serious offense and some very high officials with the E.P.D. are involved and having meetings. Hopefully, Walton County does not want to add to this problem. Co-part has created a lot of run-offs affecting our water table and the once pristine creeks and tributaries in our area. We have lots of heavy traffic with 18-wheeler trucks, Co-Part car carriers, school buses from two counties and a huge amount of commuter traffic. This rezone would add to that issue and will not have any "plus advantage" to our county, the community or the remaining members of the Hicks family. No one would want to buy the home or rent it with all those stored items and unsightly fence that is required.

I cannot attend the meeting on March 2nd, due to having 2 medical procedures scheduled at the Eastside Medical Hospital on the same day. Therefore, I am voicing my concerns to you all in this letter. I do hope that you will consider and vote "No" on this rezoning issue.

Thank you in advance.

Sincerely,

Jacqueline J. Griffin

6965 GA. Hwy 20 SW, Loganville, Ga. 30052

770-466-867



Planning and Development Department Case Information

Case Number: LU23010028 and Z23010027

Meeting Dates: Planning Commission 03-02-2023

Board of Commissioners 04-04-2023

Current Zoning: R1

Request: Land Use Change from Neighborhood Residential to Suburban and Rezone 2.76 acres from R1 to A1 to have personal animals

Address: 999 Gene Bell Road/Blasingame Road

Map Number: C1660079

Site Area: 2.76 acres

Character Area: Neighborhood Residential

District 6: Commissioner – Kirklyn Dixon

Planning Commission – Timothy J Kemp

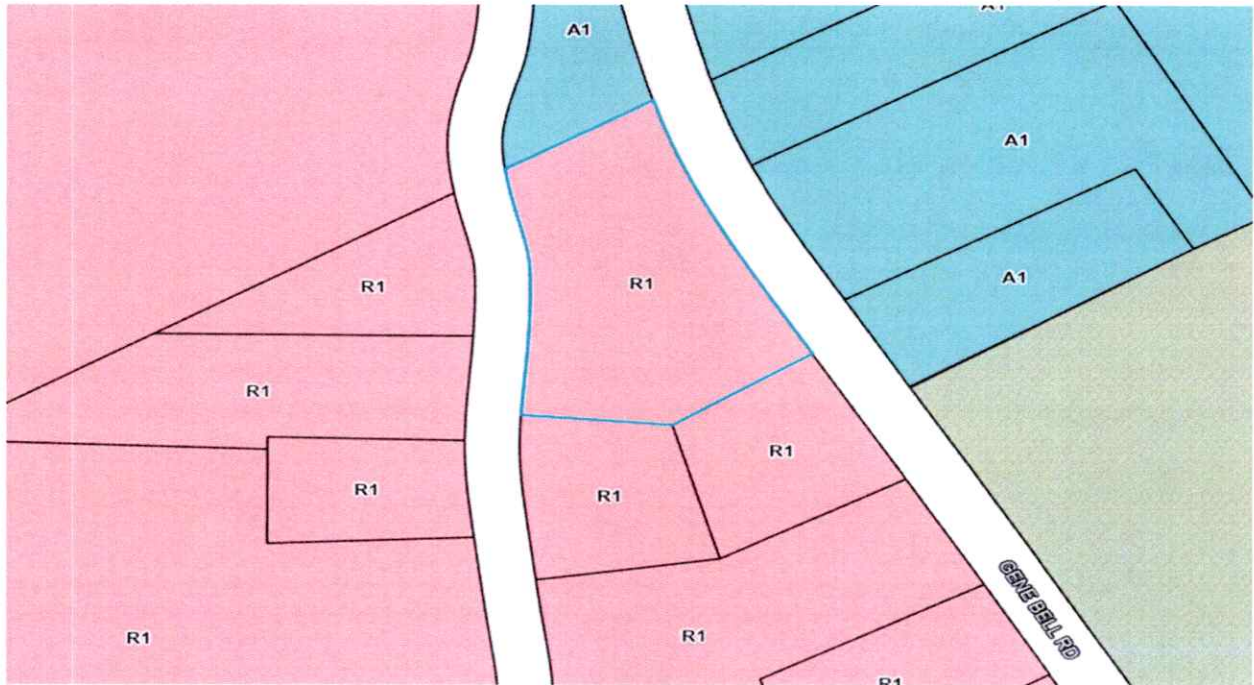
Applicant:
Betty M Haralson
999 Gene Bell Road
Monroe, Georgia 30655

Owner:
Betty M Haralson & Phillip I Ackerson
999 Gene Bell Road
Monroe, Georgia 30655



Existing Site Conditions: Property consists of 2.76 acres.

The surrounding properties are zoned R1 and A1.



Staff Comments/Concerns – (Guidelines were given to Applicant):

Livestock, Quarters and Enclosures (1)

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

Poultry

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

1-7-2020

A. Number and type chickens allowed:

- 1. No more than six chickens are allowed per parcel.
- 2. Roosters and any other crowing chickens are prohibited.

B. Noncommercial use only

- 1. Chickens, chicken products and/or by-products shall not be sold on the property.

C. Enclosures

- 1. Chickens shall at all times be kept in the rear yard and/or side yard in either a fenced area or covered enclosure. No person shall allow chickens to run at large at any time.
- 2. All chicken houses and enclosures must be maintained in a clean and sanitary condition at all times.
- 3. Structures must be setback 25' from side and rear property lines.
- 4. Fences shall comply with standards of Article 10, Section 120.
- 5. No structure or enclosure shall exceed 100 square foot.

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

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

History:

V20010017	Bobby Haralson & Tammy Porter	Exceed Max sq ftg of accessory building in R1 zoning from 1,200 sq ft to 1,584 sq ft	C1660079 999 Gene Bell Road	Approved
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Comments and Recommendations from various Agencies:

Public Works: Public Works has No issue with approval of this Zoning Change Request.

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

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

City of Monroe: The City of Monroe has no comment for this property.

Fire Department/Fire Marshall:

Fire Marshal Review

No issues provided it does not become commercial business.

Fire Department Review

No Issues Noted

Board of Education: This case will have no effect on the Walton County School District.

Development Inspector: No comment received.

DOT Comments: No DOT coordination required.

PC ACTION 3/2/2023:

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

Presentation: Betty Haralson represented the case. She lives at 999 Gene Bell Road. She would like to have chickens and rabbits and maybe goats for her grandchildren. She said that she has a small pond behind her house that her grandchildren fish in but that only lasts a few hours.

Speaking: No one

Recommendation: Brad Bettis made a motion to recommend approval as submitted with a second by Josh Ferguson. The motion carried unanimously.

Character Area Map Amendment

Application # LU230/0028

Planning Comm. Meeting Date 3-2-2023 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm. Meeting Date 4-4-2023 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C1660079

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Betty M. Haralson</u>	<u>Betty M. Haralson & Phillip J. Ackerson</u>
<u>999 Gene Bell Rd.</u>	<u>999 Gene Bell Rd.</u>
<u>Monroe, Ga. 30655</u>	<u>Monroe, Ga. 30655</u>
Phone # <u>770/715-2198</u>	Phone # <u>678/338-7140</u>
E-mail Address: <u>mharalson52@gmail.com</u>	
Location: <u>999 Gene Bell Rd.</u>	Acreage <u>2.76</u>
Existing Character Area: <u>Neighborhood Residential</u>	
Proposed Character Area: <u>Suburban</u>	
Is this a Major or Minor amendment to the plan? <u>Minor</u>	
Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA	
Is the property located within a watershed protection overlay district? <u>NO</u>	
Proposed Development: <input checked="" type="checkbox"/> Single-family <input type="checkbox"/> Multi-family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial	
Proposed Zoning: <u>A1</u> Number of Lots: <u>1</u> Minimum Lot Size: <u>2.76</u>	
Public Sewer: _____ Provider: _____ Septic Tank: <input checked="" type="checkbox"/>	

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 _____ Date _____ Fee Paid \$ _____

Rezone Application # Z23D10027 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 3-2-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 4-4-2023 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1660079

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Betty M. Haraldson
999 Gene Bell Rd.
Monroe, GA 30655

and

Betty M. Haraldson
Phillip I. Ackerson
999 Gene Bell Rd.
Monroe, GA 30655

E-mail address: MHaraldson52@gmail.com (If more than one owner, attach Exhibit "A")

Phone # (770) 715-2198

Phone # (678) 338-7740

Location: 999 Gene Bell Rd. Monroe Requested Zoning A-1 Acreage 2.761
Blasingame Road

Existing Use of Property: Residential (Recreational - Pond Fishing)

Existing Structures: House, detached garage, metal barn, storage shed, lean-to shed

The purpose of this rezone is to have a mini-farm; garden, chickens, rabbits, a goat (maybe). Texas Farmgirl wants to get back to her roots!

Property is serviced by the following:

Public Water: X Provider: City of Monroe Utilities Well: Have (going to fix pump)

Public Sewer: _____ Provider: _____ Septic Tank: X

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

Signature Betty M. Haraldson Date 1/30/2023 Fee Paid \$ 300.00

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

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

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

Commission District: 6-Dixon Watershed: _____ TMP ✓

I hereby withdraw the above application _____ Date _____

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

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

Tree farm across the street, FARMS w/goats, poultry, Cattle, horses, bee keepers. The Light House Church. Residential properties. Dog agility Residence.

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

N/A No properties w/diminished values.
This area has a mix of residential and agricultural zoning with most being small hobby farms.

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

Property values will remain intact. Property will be inline with many other nearby properties; small hobby farm with personal garden, etc.

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

We have just updated the house and want to continue revitalizing the property's structures and grounds to make them less "junk" and keep Monroe beautiful.

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

Very pretty park-like open areas surrounding fishing pond, large oak trees, blueberry & blackberry bushes with bird & wildlife habitat. I just want a few laying hens to scratch & fertilize the gardens.

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

N/A this property has not been vacant.

January 30, 2023

To: Planning Commission Members & Board of Commissioner
Members

My name is Betty M. Haralson. I own 2.76 acres on Gene Bell Road.

Presently I am zoned R1 and would like to rezone the property to A1.

My husband passed away not long ago and I would like to have some animals for my grandchildren to play with when they come and visit (maybe a goat or some chickens).

When I applied for this rezone, I was given a copy of the Walton County Ordinance as to Livestock and Poultry and I will abide by the rules.

Thank you,

Betty M. Haralson

March 7, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, March 7, 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 Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Zoning Coordinator Tracie Malcom, 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 6:09 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

PLANNING COMMISSION RECOMMENDATIONS

Zoning Coordinator Tracie Malcom presented the Planning Commission recommendations.

LU23010002 - Character Area change from Suburban to Neighborhood Residential/Rezone - Z23010001 - Rezone 7.02 acres from A1/B2 to R2 for 2 duplexes - Applicant: Mitch Linder/Owners: Phylis & Terry Linder - Property located at 7570 Hwy 81/Bold Springs Church Rd/Map/Parcel C0580084 - District 1

Chairman Thompson opened the public hearing on the matter. Applicant Mitch Linder spoke in favor of the land use change and rezone. Steven Philips, Jimmy Bridges, Tricia Garmon and Dennis Nash spoke in opposition to the proposed duplexes. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Warren made a motion to deny the application based on the R2 zoning but to allow the property to shift back to A-1 zoning for this project. This would allow single family houses. Commissioner Dixon seconded the motion; voted and carried unanimously.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of February 7, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Declaration of Surplus Property
- 4. Ratifications of Actions taken by WCWSA on February 6, 2023
- 5. Walton Co. Healthcare Foundation Grant – Pharmaceutical Incinerator

- 6. Fidelity Payment Services - Merchant Processing Application - Planning and Development
- 7. Homeland Security Grant - Community Emergency Response Team (CERT)
- 8. Agreement - 120 Water - EPA Water Testing

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

RESOLUTIONS

Resolution - Judicial In Rem Tax Foreclosures

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

Resolution - New Opioid Settlements

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

DISCUSSION

Creation of Walton Co. Public Facilities Authority and Appointments

Chairman Thompson discussed the Walton Co. Public Facilities Authority. As Chairman, he will automatically be a member and the Board of Commissioners will need to appoint two from the Board and two others from the public.

***Motion:** Chairman Thompson made a motion to appoint Commissioners Shelnutt and Dixon from the Board and Lee Garrett and Anita Peters. Commissioner Bradford seconded the motion. All commissioners voted in favor with the Chairman abstaining due to his position on the Authority.*

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board. The County will begin using contract attorneys to help expedite cases due to the staff shortage in the Public Defender's Office.

PUBLIC COMMENT

There was no public comment.

EXECUTIVE SESSION

***Motion:** At 6:53 p.m., Commissioner Warren made a motion, seconded by Commissioner Adams*

to enter into Executive Session to discuss real estate and litigation. All voted in favor.

Motion: At 7:15 p.m., Commissioner Adams made a motion, seconded by Commissioner Bradford to return to regular session. All voted in favor. There were no votes taken in Executive Session.

Motion: Commissioner Banks made a motion to begin formal condemnation of the property needed for the Public Safety Complex. Chairman Thompson, Commissioners Warren, Banks, Shelnutt and Adams voted in favor. Commissioners Bradford and Dixon abstained. The motion carried 5-0 with 2 abstaining.

ADJOURNMENT

Motion: Chairman Thompson made a motion, seconded by Commissioner Banks, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:17 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

Department	Fund	Description	Payee	Amount
Budget Year FY 23				

Various

	Various	Replenish Funds in Worker's Comp Trust - February 2023 - For the Record	Walton County BOC	\$113,096.00
	100	Premium for April 2023 - For the Record	One America	\$32,274.04
	100	LVAP Per OCGA 15-21-132- February - For the Record	Local Victims Assistance Fund	\$6,618.72

Other Finance

9610	610	Replenish Funds in Health Benefits Trust - For the Record	Walton County Health Benefits Trust	\$500,000.00
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Data Processing/MIS

1535	100	Crowstrike Antivirus Software - First Installment	SHI International	\$12,600.00
	100	HP LaserJet M570DN Printers (7)	SHI International	\$6,349.00

Human Resources

1540	100	Premium for April 2023 - For the Record	Anthem Blue Cross	\$8,156.04
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Risk Management

1555	100	Claim# 23-23 SO - Kirven - Collision with a Deer	Walton Collision	\$7,118.85
	100	Claim# 23-40 SO - Mealor - Collision with a Deer	Sky Collision	\$5,130.62

Judicial BLDG -SPLOST 2013

1565.13	322	Various Materials fo rthe Employee Health Clinic	Capitol Materials, Inc	\$5,000.00
	322	Design & Construction Documents - Employee Health Clinic	Precision Planning	\$8,705.10

Inmate Phone

3313	212	Equipment for 2023 Transport Vans (2)	West Chatham Warning	\$70,675.36
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Jail

	3325	100	Monitoring and Activation for Ankle Monitoring -February 2023	Joe Ray Bonding	\$8,230.00
		100	Inmate Medical - May 2023	Correct Health	\$111,298.55
		100	Housed out Inmates - February 2023	Washington County BOC	\$30,525.00
		100	Inmate Meals for February 5, 2023 to February 26, 2023	Kimble's Food By Design	\$57,395.20
		100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$36,570.56
Sheriff					
	3300	100	Net Cloud Mobile Plan with Router and Antenna	Rok Brothers, Inc	\$5,048.17
Fire Administration - Impact Fees					
	3510.75	355	Purchase a Fire Apparatus/Fire Truck	Fireline Inc	\$482,288.00
Fire - SPLOST 2019					
	3520.19	323	Washer Extractor	Southeastern Laundry Equipment	\$14,130.00
EMS					
	3610	531	Ambulance Billing - February 2023	Emergency Billing, LLC	\$24,055.23
		531	Medical Supplies	Henry Schein	\$5,111.68
E-911 - splost 2013					
	3800.19	323	HVAC Units for 911 Center (4)	Johnstone Supply of Atlanta	\$23,490.00
Roads & Bridges - SPLOST 2019					
	4220.19	323	Round-A-Bout - Youth Jersay at Broadnax Mill	Precision Planning, Inc	\$8,162.21
		323	Asphalt - LMIG Paving Project at Jacks Creek Rd	ER Snell	\$323,136.00
		323	Asphalt Patching, Deep Patching, Replace Asphalt	MHB Paving	\$587,640.00
Traffic Engineering					
	4270	100	Galvanized Square Posts (300)	Vulcan	\$6,984.00
Hard Labor Creek					
	4405	508	Professional Services - Bill thru February 28, 2023 - For the Record	Precision Planning	\$2,406.08
		508	Professional Services - February 1, 2023 thru February 28, 2023 - For the Record	Atkinson/Ferguson, LLC	\$638.75
		508	2023 HLC Monitoring 2023 - For the Record	Nelson environmental	\$2,975.00
		508	Hard Labor Creek O&M - For the Record	Precision Planning	\$856.71

	508	Professional Services - July 23, 2022 thru February 24, 2023 - For the Record	CH2M Hill Inc	\$10,380.75
HLC Water Treatment Facility				
4430	504	Professional Engineering Services - January 28, 2023 thru February 24, 2023 - For the Record	Jacobs Engineering	\$57,397.75
	504	Professional Services - Bill thru February 28, 2023 - For the Record	Precision Plannning	\$9,177.50
	504	Professional Engineering Services - January 28, 2023 thru February 24, 2023 - For the Record	Jacobs Engineering	\$9,517.75
	504	Public Notice - 2/19/2023; 2/22/2023;3/5/2023 and 3/8/2023 - For the Record	Walton Tribune	\$30.00
	504	Professional Services - February 1, 2023 thru February 28, 2023 - For the Record	Atkinson/Ferguson	\$1,153.25
Water				
4446	507	Blanket for Meters	Delta Municipal Supply Co	\$25,000.00
	507	Outsourcing and Postage for Bills	Arista Information Systems, Inc	\$10,140.94
	507	Water, Testing	Cornish Creek Water Fund	142,596.00
	507	Tank Service for Various County Roads	Utility Service Co	11,003.77
	507	Water used from Rosebud Rd	Gwinnett County Department of Water Resources	64,750.77
Solid Waste				
4530	540	Tipping Fees - January	City of Monroe Public Works	\$21,273.30
Recreation Programs				
6130	100	Jersey's and Single Layer Shorts (200)	Go Sports USA, Inc	\$7,000.00
	100	Schutt Football Helmets	TSC Team Sports	\$9,000.00
Parks & Rec -SPLOST 2019				
6220.19	323	Installation of Lights at West Walton Park - Field 5,6,7 & 8	Process Equipment and Controls, LLC	\$78,220.00
				\$2,963,306.65

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **April 4th, 2023**

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

If so, When?

TOPIC: **Surplus**

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

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Miscellaneous Surplus

Item 6.3.

Items released as County Surplus Property on 4th day of April, 2023.

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
1	Public Works	Broken-Stihl FS90R Trimmer WC84	520727779
1	Public Works	Old-Stihl FS90R Trimmer WC53	503670633
1	Public Works	Fuel Filter Kit 011218c	No Applicable Equip.
1	Public Works	Broken- Huqvarna 372XP Chainsaw - WC21	85001365
1	Public Works	Stihl FR90R Trimmer WC52-to costly to repair	504067608
1	Public Works	Old (Won't Start)-TT260 Echo Pole Saw WC13	6027145
1	Public Works	Old (Misfires) - Stihl Chainsaw MS250 WC09	260676224
1	Parks & Rec	John Deere Spray Rig 1800 UV	M011800G045298
1	Parks & Rec	61" Bobcat ProCat Zero-Turn	842502J / 270 (last 3 of serial #)
1	Parks & Rec	61" Bobcat ProCat Zero-Turn	9425502J/94250201272
2	Parks & Rec	Wall Mount Water Fountians	
1	Parks & Rec	60" Toro Zero-Turn frame & deck	74246/250001689
1	Parks & Rec	Portable Strap Jack	
1	Parks & Rec	Rigid Pressure Washer (Bad Pump)	
1	Parks & Rec	60" Toro Zero-Turn	280001032/74292
1	Magistrate	Speakers - Set of 2	AVS200
4	Magistrate	HP Mouse	
3	Magistrate	Broken-Staplers	
3	Magistrate	Broken-Rapid Staplers	
3	Magistrate	Out of Date Stamps	
1	Tax & Tag	Box of Several Old Cash Drawers	
1	Tax & Tag	Large Table with Drawers	
3	Tax & Tag	Metal File Cabinets	
1	Tax & Tag	Keyboard Tray	
1	Tax & Tag	Box of Various Computer Items (Mouse, Cords)	

Walton County Miscellaneous Surplus

Item 6.3.

Items released as County Surplus Property on 4th day of April, 2023.

2	Tax & Tag	Computer Monitor	
1	Tax & Tag	Printer and Cartridge	
1	Tax & Tag	Electric Pencil Sharpener	
21	IT	HP Printers	
1	IT	Xerox Printer	
1	IT	Epson Printer	
1	IT	Fujitsu Scanner	
13	IT	HP Computers	
3	IT	Dell Computers	
1	IT	DataMax Printer	
1	IT	AOC Monitor	
12	IT	ViewSonic Monitor	
11	IT	Acer Monitor	
1	IT	Elo Monitor	
2	IT	Dell Monitor	
1	IT	HP Monitor	
2	IT	Speler Monitor	
10	IT	Keyboards	
1	Sheriff's Office	Fax Machine	U61325GIN922912
1	Sheriff's Office	Copier/Printer	JPFC63P0BC
1	Sheriff's Office	Humidifier	
1	Sheriff's Office	Safe	
1	Parks & Rec	2006 Ford F-250 Super Duty	1FTSW20526EC53203
1	Parks & Rec	2003 Ford F-150	1FTRX17W73NB11302

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Walton County, Georgia** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Board of Commissioners of Walton County, GA
1000 Business Center Dr. Lake Mary, FL 32746	111 S. Broad Street Monroe, GA 30655 Attn: Chairman
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Solution: FINANCE PLUS (product swap).** This Agreement will replace all prior Agreements, including any Amendments, Add-on Quotes, and/or Change Orders, under which Customer accessed CentralSquare's Finance Pro: Standard SaaS Subscription.
2. **Term.**
 - 2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for one (1) year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
 - 2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
 - 2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party sixty (60) days prior to the expiration of the current contract term.
3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").
4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
 - 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

- 4.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. **"Baseline"** means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of source code, object code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Confidential Information"** means the Solutions and customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.
- 4.7. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.8. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
- 4.9. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.10. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.11. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.12. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.13. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.14. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.15. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.16. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.

- 4.17. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.18. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.19. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 4.20. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.21. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.22. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.23. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.
- 5. License, Access & Services and Audit.**
- 5.1. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.2. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.3. **Service and System Control.** Except as otherwise expressly provided in this Agreement:
- 5.3.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 5.3.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means

controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

- 5.4. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.5. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.5.1. software, or media on which provided, that is modified or damaged by Customer;
 - 5.5.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.5.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
 - 5.5.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
 - 5.5.5. the operation of, or access to, Customer's materials or network;
 - 5.5.6. any relocation of the Solution other than by CentralSquare personnel;
 - 5.5.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 5.5.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.6. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.7. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.8. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.9. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

- 6. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
 - 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
 - 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
 - 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. **Effect of Customer Failure or Delay.** CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

- 8.1. **Compliance with Customer Policies.** While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. **Contributed Material.** In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and

without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.
- 9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or as otherwise required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval unless otherwise required by law.
- 9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10. Security.

- 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users, to include any personnel rules and regulations adopted by Customer, that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
- 11. Personal Data.** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located

in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare : **CentralSquare**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 **email: info@CentralSquare.com**
Attention: Senior Counsel / Contracts Department

If to Customer: **Board of Commissioners of Walton County**
111 S. Broad Street Monroe, GA 30655 Phone: *customer to supply **email:**
*customer to supply
Attention: Chairman



- 14. Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.
- 15. Indemnification.**
- 15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 15.2. Customer Indemnification. To the extent allowed by Law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.
- 16. Termination.** This Agreement may be terminated:
- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 17. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:
- 17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.
- 18. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially

all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

- 19. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.
- 19.1. **Exclusive Dispute Resolution Mechanism.** The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.
- 19.2. **Good Faith Negotiations.** The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs.
- 19.3. **Escalation to Mediation.** If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.
- 19.4. **Mediation.** Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 19.5. **Confidential Mediation.** Except as otherwise required by law, the Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Final resolution of any dispute shall be formally ratified by Customer.
- 19.6. **Litigation as a Final Resort.** If the Parties cannot resolve a Dispute through mediation, then litigation may commence as provided by law.
- 19.7. **Venue.** Exclusive venue for any litigation arising under this Agreement shall be in the Superior Court of Walton County, Georgia.
- 19.8. **Choice of Law.** This Agreement shall be governed by Georgia law, not including Georgia choice of law principles.
- 20. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 21. LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
- 21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
- 21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.
- 22. Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all

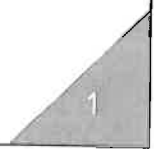
responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials governed by such an EULA are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

- 23. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
- 24. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 26. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs or savings for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 27. Cooperative Purchases.** This Contract form may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 28. Order of Precedence.**
- 28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 28.1.1. The main body of this Agreement and any associated amendments or change orders.
- 28.1.2. The attached Exhibits to this Agreement.
- 28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.
- Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.
- 28.2. Incorporated Exhibits to this Agreement:
- Exhibit 1 – Project Cost Summary
- Exhibit 2 - Maintenance & Support Standards
- Exhibit 3 – Travel Expense Guidelines
- Exhibit 4 – Insurance Requirements

EXHIBIT 1
Project Cost Summary

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Horizon Cloud for PLUS Annual Access Fee	1	11,000.00		11,000.00
2.	Optio ECI Annual Access Fee	1	8,400.00	- 5,639.73	2,760.27
3.	PLUS - Finance Custom Mod Annual Access Fee	1	1,282.07		1,282.07
4.	PLUS Business Licensing Annual Access Fee	1	14,688.00	- 10,922.03	3,765.97
5.	PLUS Central Receipting Annual Access Fee	1	3,744.00	- 2,322.28	1,421.72
6.	PLUS Code Enforcement Annual Access Fee	1	13,452.00	- 10,911.18	2,540.82
7.	PLUS Employee Access Center Annual Access Fee	1	1,225.23		1,225.23
8.	PLUS Financial Accounting Annual Access Fee	1	42,216.00	- 34,048.28	8,167.72
9.	PLUS Human Resources Payroll Annual Access Fee	1	4,667.28		4,667.28
10.	PLUS Kronos Interface Annual Access Fee	1	1,335.50		1,335.50
11.	PLUS Permitting Annual Access Fee	1	5,549.83		5,549.83
12.	PLUS Personnel Budgeting-Annual Access Fee	1	5,484.00	- 4,122.71	1,361.29
13.	PLUS Position Control-Annual Access Fee	1	4,980.00	- 3,813.17	1,166.83
14.	PLUS Zoning & Development Annual Access Fee	1	0.00		0.00
				Software Subtotal	118,023.91 USD
				Discount	- 71,779.38 USD
				Software Total	46,244.53 USD



In the event that the performance of any obligation under this Agreement requires employees of CentralSquare to travel,

Software Subtotal	118,023.91 USD
Quote Subtotal	118,023.91 USD
Discount	- 71,779.38 USD
Quote Total	46,244.53 USD

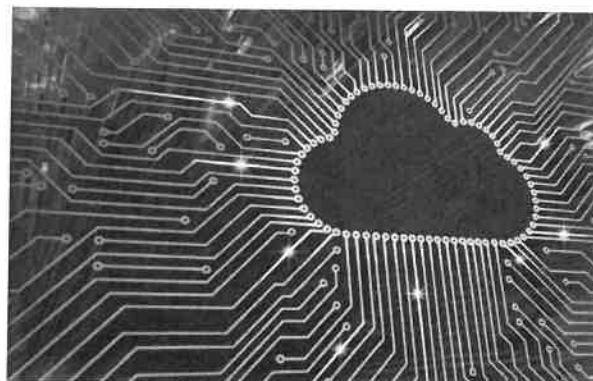
PAYMENT TERMS:

1. Cloud Set-Up fee in the amount of \$10,000, is due upon execution of this Amendment.
2. *Subscription/Access fee:* The Subscription/Access (Software Total) Fee for the first year shall be invoiced upon Go Live of the new hosted Finance PLUS. The subscription fee for year two, and all years after, shall be invoiced for the full year, in advance, on the anniversary of the Go Live date of this Amendment. The Software Total for years two and thereafter are subject to an annual increase from the prior year's Software Total of not more than 5%. Subscription Fees (Software Total) include annual support and maintenance services (set out in Exhibit 2).
3. Customer shall receive a credit in the amount of \$23,182 for previous Subscription Fees paid for Finance Pro: Standard SaaS Annual Subscription Fee.
4. *Annual Support and Maintenance:*
 - i. Upon commencement of billing for the Annual Subscription Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1.
 - ii. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customer's first Subscription Fee. The unused portion of paid Maintenance will consist of the amount unused as of Go Live Date.
5. *Travel & Living fees:* In the event that the performance of any obligation under this Agreement requires employees of CentralSquare to travel, travel and Living fees will be billed as incurred and invoiced monthly.

EXHIBIT 2 Support Standards

1. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("Initial Support Term"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term. Support Services and maintenance services shall continue to be provided by CentralSquare throughout the Initial Term and any Renewal Terms, so long as all Subscription Fees have been paid.

2.3. **Measurement.** Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

- 2.3.1.1. mutually agreed upon by CentralSquare and the Customer.
- 2.3.1.2. paid, installed and maintained by the Customer.
- 2.3.1.3. non-invasive and may not reside on CentralSquare's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

- 2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
- 2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
- 2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

- 3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.
- 3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

- 4.1. **Solutions maintenance and upgrades.** CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

- 5. Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

- 5.1. **Measurement.** CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

- 6. Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

- 7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
- 7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
- 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

- 8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

- 9. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is

needed to order equipment or software.

10. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. **Maintenance.** All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. **Incidents and service requests.** Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

12. Virtual Private Network (VPN) Concentrator. If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.

13. **Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
14. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
15. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

- 16.1. **Hours.** CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration.
- 16.2. **Releases.** Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. **Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 3**Travel Expense Guidelines**

In the event that the performance of any obligation under this Agreement requires employees of CentralSquare to travel, CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4**Minimum Insurance Requirements**

CentralSquare shall maintain the following minimum insurance coverages.

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by CentralSquare in performance of work for Customer or around Customer's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CentralSquare in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

CentralSquare shall, on the Effective Date of the Agreement, furnish Customer with certificates of insurance reflecting the above-referenced coverages. The certificates shall include Customer as an additional insured on all coverages referenced thereon. The certificates shall provide that the Insurer shall provide at least thirty (30) days prior written notice of any reductions or cancellation of coverage. The coverages required hereunder shall be maintained for the entire duration of the Initial Term and any Renewal Terms.

**2023 INTERGOVERNMENTAL AGREEMENT BETWEEN
WALTON COUNTY, GEORGIA AND THE CITY OF MONROE AND THE CITY OF
LOGANVILLE REGARDING AERIAL IMAGERY PROJECTS**

This Intergovernmental Agreement ("Agreement") is made as of the 1st day of April, 2023, by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Walton County, Georgia (hereinafter referred to as "Walton County"), the **CITY OF MONROE**, a duly incorporated Georgia municipality situated in Walton County, by and through the duly authorized governing authority of the City of Monroe (hereinafter referred to as "Monroe"), and the **CITY OF LOGANVILLE**, a duly incorporated Georgia municipality situated in Walton and Gwinnett Counties, by and through the duly authorized governing authority of the City of Loganville (hereinafter referred to as "Loganville").

WHEREAS, Walton County has engaged Pictometry International Corp d/b/a EagleView ("EagleView") to provide certain aerial imagery services of Walton County, Georgia;

WHEREAS, Monroe and Loganville desire for Walton County to obtain from EagleView certain enhanced aerial imagery services for the incorporated areas of the City of Monroe and the City of Loganville;

NOW, THEREFORE, Walton County, Monroe and Loganville, in exchange of good and adequate consideration, the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Walton County shall obtain from EagleView certain enhanced aerial imagery services for the incorporated areas of the City of Monroe and the City of Loganville as follows:

1. **Aerial Imagery Services**. For the incorporated areas of the City of Monroe and the City of Loganville, Walton County shall obtain from EagleView enhanced aerial imagery services resulting from flights occurring in 2025 and 2028 that it will share with the City of Monroe and the City of Loganville.

2. **Compensation**. In exchange for Walton County obtaining the enhanced aerial imagery services, each of Monroe and Loganville agrees to pay Walton County according to the following schedule:

- (i) March 1, 2025 - \$6,968.06;
- (ii) March 1, 2026 - \$6,968.06; and
- (iii) March 1, 2027 - \$6,968.06.

3. **Use of Aerial Imagery Services**. Each of Monroe and Loganville agree that they shall only use the aerial imagery services for lawful purposes in accordance with the direction, instruction, and supervision of Walton County.

4. **Authority**. Monroe and Loganville each certifies that it has reviewed its charter prior to entering into this Agreement with Walton County and affirms by the execution of this

Agreement that there is no prohibition, expressed or implied, in its charter that prevents Monroe or Loganville from entering into this Agreement and performing in accordance with the terms set forth herein.

5. **Term and Termination**. This Agreement shall commence upon full execution by the Parties and will continue in full force and effect until all payments to Walton County referenced in Paragraph 2 have been made, unless terminated earlier pursuant to this Agreement. Walton County may terminate this Agreement upon sixty (60) days prior written notice to Monroe and Loganville. In the event of such termination by Walton County, Monroe and Loganville shall have no further obligation hereunder.

6. **Entire Agreement**. This Agreement incorporates all prior negotiations, interpretations and understandings between the parties and is the full and complete expression of their agreement. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the parties with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

7. **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 all Parties.

8. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of electronic signature pages shall be sufficient to create a binding agreement.

9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

WALTON COUNTY:

WALTON COUNTY, GEORGIA

By: _____
David Thompson, Chairman

Attest: _____
Name: _____
Title: _____

[SEAL]

MONROE:

CITY OF MONROE

By: _____
John Howard, Mayor

Attest: _____
Name: _____
Title: _____

[SEAL]

LOGANVILLE:

CITY OF LOGANVILLE

By: _____
Skip Baliles, Mayor

Attest: _____
Name: _____
Title: _____

[SEAL]



CUSTOMER NAME: Walton County, GA: Attn; Tommy Knight, Chief Appraiser
CUSTOMER ADDRESS: 303 S. Hammond Drive #109, Monroe, GA 30655
CUSTOMER PHONE: (770) 266-1651
CUSTOMER E-MAIL: tommy.knight@co.walton.ga.us

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to such contractor being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.3. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation; furthermore, Customer may include such documents and information on publicly available meeting minutes and may discuss such documents and information at public meetings, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information; or (e) provided by Eagleview to Customer pursuant to the terms of this Agreement and lawfully made accessible or available by Customer to the public and/or to cities and other governmental entities located wholly or partially within Walton County.

1.4. “Documentation” means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



1.5. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.6. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.7. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.8. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.9. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. **ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)**

2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application. Notwithstanding the foregoing, and notwithstanding anything to the contrary in Exhibit A hereto, Customer shall be authorized to make all products and services provided hereunder available to cities and other governmental entities located wholly or partially within Walton County.”



2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.2.5 Notwithstanding the foregoing, Customer shall have the right to make available to the public, including without limitation through websites maintained by Customer and through websites maintained by cities located in whole or in part within Walton County, imagery and other data provided by EagleView to Customer pursuant to this Agreement.

2.3. **Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. **Reservation of Rights.** Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView’s proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView’s Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services (“Feedback”). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

2.5. **Flights.** EagleView shall conduct photography flights over Walton County in 2025 and 2028 for the purpose of updating the overhead imagery to be provided to Customer hereunder.

3. PAYMENT

3.1. **Fees.** Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView’s costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days’ prior notice that its account is overdue.

3.2. **Pricing Changes.** EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days’ notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. **Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) (“Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption



certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) (“Term”). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew. Notwithstanding the foregoing, Customer shall have the annual right to terminate this Agreement effective January 1 of each year by giving EagleView 120 days advanced written notice of Customer’s intent to exercise said right of termination. Upon such termination, Customer shall be obligated to pay to EagleView all fees incurred and owing to EagleView as of said date of termination.

4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days’ written notice to Customer. In the event of suspension due to Customer’s material breach of this Agreement, Customer will remain liable for all Fees due as of the date of such suspension.

4.3. Effect of Termination on Fees: EagleView Breach or Customer’s annual termination right. In the event this Agreement is terminated by Customer based upon a material breach by EagleView, Customer shall be obligated to pay all fees due as of the date of said breach by EagleView. If this Agreement is terminated based upon Customer’s annual termination right, Customer shall be obligated to pay all fees due as of the date of such termination.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView based upon a material breach by Customer, Customer shall be responsible for all accrued fees due as of said termination.

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party’s Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party’s Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES



6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer’s sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER’S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer’s prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView’s obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer’s breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. Except for the obligations imposed on EagleView pursuant to Section 7.1 hereof, the foregoing remedies constitute Customer’s sole and exclusive remedies and EagleView’s sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. To the extent allowed by law, Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys’ fees) or agreed to in settlement to the extent arising out of Customer’s breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView’s prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer’s obligations under this paragraph.



8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY’S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer’s payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A “Force Majeure Event” means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay. Customer shall not have any obligation to make payments otherwise due hereunder for any period in which EagleView’s performance obligations are suspended as the result of a force majeure event.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView’s security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer’s Confidential Information is disclosed, accessed, processed, and stored (as applicable).



9.6. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party’s prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. **Governing Law.** This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. **Severability & Waiver.** The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. **Notices.** Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to: (1) the address identified on the Order Form, to the attention of the individual signing said Order Form and (2) addressed to: Chairman, Walton County Board of Commissioners, 111 S. Broad Street, Monroe, Georgia 30655. Notices shall be deemed to have been given when delivered personally, when received if sent by U.S. mail postage prepaid, or upon delivery by an overnight courier or delivery service. With respect to notices and other communications regarding EagleView’s privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when e-mailed to the Customer’s Account administrator(s).

9.10. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. **Entire Agreement.** This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____



Title: _____

Title: _____

Date: _____

Date: _____



**EXHIBIT A
ORDER FORM**

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Six Years

ORDER #
C092372

Bill To
Walton County, GA
Attn: Tommy Knight, Chief Appraiser
303 S. Hammond Drive #109
Monroe, GA 30655
(770) 266-1651
tommy.knight@co.walton.ga.us

SHIP To
Walton County, GA
Attn: Tommy Knight, Chief Appraiser
303 S. Hammond Drive #109
Monroe, GA 30655
(770) 266-1651
tommy.knight@co.walton.ga.us

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1214469	KLamonds	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
46 Square Miles	EagleView Cloud - Imagery – Certified GSD: 3in Refresh Frequency: 3-Year Refresh Certified Orthomosaic Upgrade: Yes	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers’ orthomosaic imagery. Services term commences on date of activation.
347 square miles	EagleView Cloud - Imagery – Certified GSD: 6in Refresh Frequency: 3-Year Refresh Certified Orthomosaic Upgrade: Yes	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers’ orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in



		industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud Software	Provides authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of the EagleView Cloud – Core platform.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
12	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$34,563.75
Due at First Anniversary of Initial Activation of Services	\$34,563.75
Due at Second Anniversary of Initial Activation of Services	\$34,563.75
Due at Third Anniversary of Initial Activation of Services	\$34,563.75
Due at Fourth Anniversary of Initial Activation of Services	\$34,563.75
Due at Fifth Anniversary of Initial Activation of Services	\$34,563.75



Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

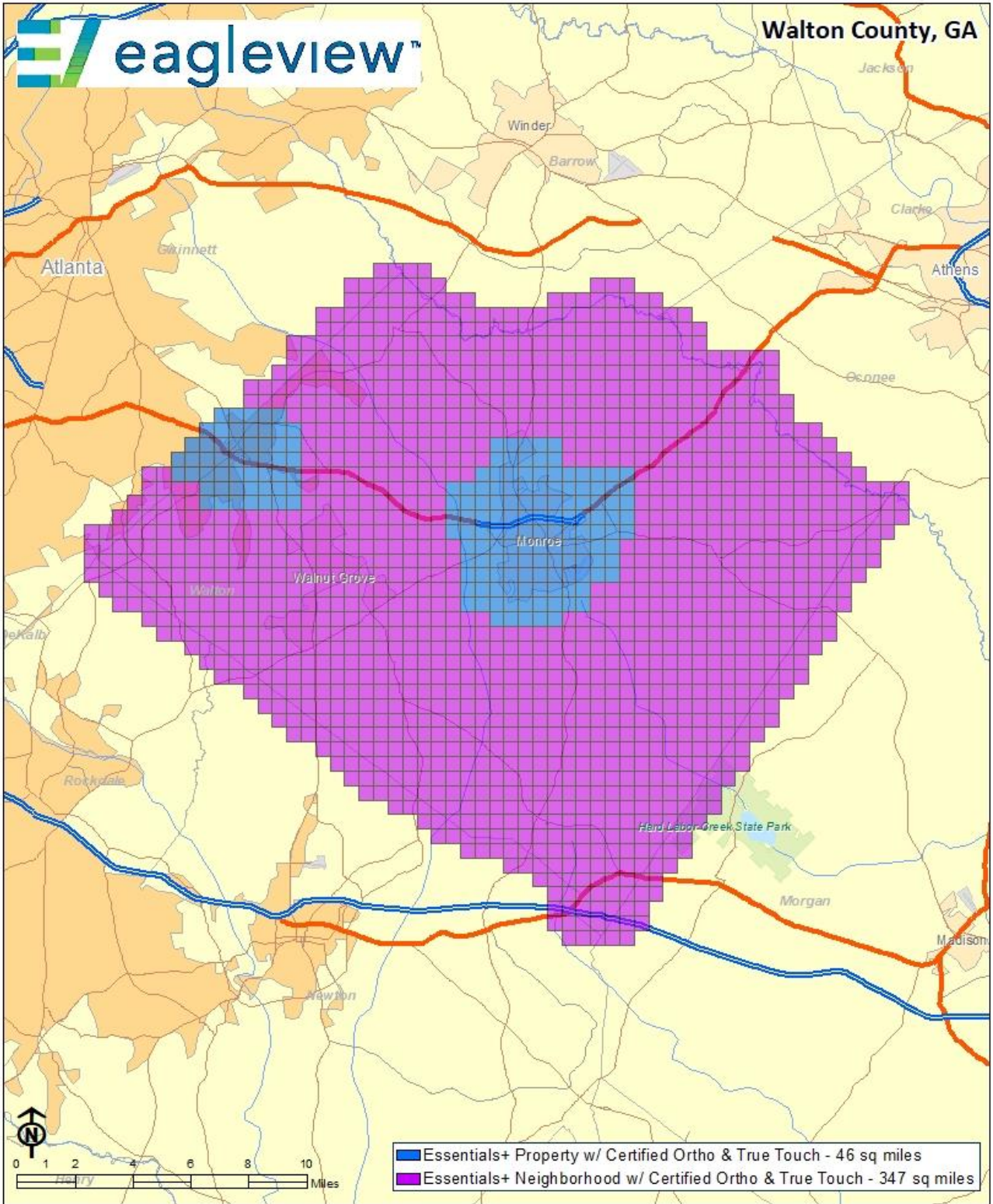
- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

Target Capture: EagleView shall use commercially reasonable efforts to commence each refresh during Q4 of the year of capture, and subject to when flight conditions are favorable. These are target dates only because the image capture process may be affected by numerous conditions outside of EagleView’s control including weather and airspace permissions.



AOI(S)



[Signature page follow]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 "Controls Report" means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 "Critical Issue" means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 "Highly Sensitive Information" means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 "Security Incident" means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 "Subcontractor" means a subcontractor of EagleView.

2 Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.



- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

4. Secure Application Development. When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:

- 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
- 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
- 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
- 4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

5. Information Security Program. Without limiting EagleView’s obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:

- 5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
- 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.



Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. Vulnerability Management. EagleView will:

- 6.1 Maintain an asset management process covering hardware and software.
- 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
- 6.3 Maintain a malware management process in accordance with industry standards for EagleView’s entire infrastructure.
- 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
- 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
- 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.

7. Disaster Recovery and Business Continuity. EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.

8. Security Incident Process. EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.

- 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.

9. Human Resources Security. EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any



Subcontractors are deactivated within twenty-four (24) hours of such employee’s termination of employment or such Subcontractor’s termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

10. Facility Requirements. EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.

11. Record Retention and Return. EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.

SERVICES AGREEMENT FOR INDIVIDUAL

THIS AGREEMENT is effective as of this _____, by and between Walton County an entity of the State of Georgia, acting by and through its governing authority, the Council of Superior Court Judges ("CSCJ"), and Sarah K. Ruppensburg, ("Contractor"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, Walton County desires to retain a Contractor to provide certain services generally described as grant administration (the "Work"); and

WHEREAS, Walton County finds that specialized knowledge, skills, and training are necessary to perform the Work under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Project is described as "American Rescue Plan Act (ARPA) Grants Coordinator".

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Grants Coordinator is responsible for coordinating the application, reimbursement, administrative management, reporting and closeout of ARPA grants on behalf of Walton County and the judicial circuits receiving ARPA grants from the Administrative Office of the Courts for which the 10th Judicial District is providing technical assistance. The Grants Coordinator will ensure that the grant-making and related processes, documents, procedures and implementation are executed professionally, efficiently, on schedule, and in a manner consistent with best practices.

Contractor shall have no authority to enter into any contracts binding upon Walton County or to create any obligations on the part of Walton County, except as shall be specifically authorized by Walton County.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond December 31, 2023. In the event of termination of this Agreement by the Contractor or by Walton County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

II. WORK CHANGES

A. Walton County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and Walton County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of Walton County and the Contractor.

C. Walton County, or his/her designee, has authority to execute without further action of Walton County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$500 must be approved by resolution of Walton County.

III. COMPENSATION AND METHOD OF PAYMENT

A. Walton County agrees to pay the Contractor \$50.00 per hour for services rendered subject to approval of and availability of grant or other funds for CY2023. Work done on behalf of the APRA-grant funded counties will be invoiced for payment by said counties with their grant funds. Any general work or work not covered by the APRA grants may be billed to Walton County. Any material deviations from the Work described in this Agreement shall be clearly communicated to Walton County before charges are incurred and shall be handled through change orders as described in Section II above.

B. The 10th Judicial Administrative District shall submit invoices to the ARPA-grant funded counties for payment within thirty (30) days for said county work. For any other work, Walton County shall submit for payment to the Contractor within thirty (30) days after approval of the invoice by Walton County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through Walton County within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and Walton County, recognizing that Walton County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. Walton County's Reliance on the Work

The Contractor acknowledges and agrees that Walton County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, Walton County bears no responsibility for Contractor's services performed under this Agreement.

C. Contractor's Representative

NOT APPLICABLE shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

D. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of Walton County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and Walton County shall have no obligation to them.

E. Responsibility of Contractor and Indemnification of Walton County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Walton County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Walton County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend Walton County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of Walton County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give Walton County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of Walton County with regard to the results of such services only.

G. Insurance

(1) Requirements:

It is understood that Contractor does not hold minimum insurance requirements as required by Walton County. However, Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that Contractor uses in relation to the Work.

H. Records, Reports

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by Walton County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to Walton County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by Walton County.

I. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of Walton County Human Resources Policies.

J. Confidentiality

Contractor acknowledges that it may receive confidential information of Walton County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of Walton County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Walton County information whether specifically deemed confidential or not.

K. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, Walton County, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The contractor further covenants to notify Walton County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

L. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

V. COVENANTS OF Walton County

A. Right of Entry

Walton County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

B. Walton County's Representative

Walton County shall be authorized to act on Walton County's behalf with respect to the Work as Walton County's designated representative.

VI. TERMINATION

A. Walton County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to Walton County's failure to pay the Contractor within thirty (30) days of submitted invoice.

B. Upon termination, Walton County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

D. The rights and remedies of Walton County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

No member, official or employee of Walton County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by Walton County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or Walton County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

XI. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Walton County_for Walton County and the Contractor.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1)

personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO Walton County shall be sent to:

Walton County
303 S. Hammond Drive
Suite 330
Monroe, GA 30655

NOTICE TO THE CONTRACTOR shall be sent to:

Sarah K. Ruppensburg
170 Virginia Avenue
Athens, GA 30601

XIII. WAIVER OF AGREEMENT

Walton County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XIV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of Walton County's sovereign immunity or any individual's qualified good faith or official immunities.

XV. FORCE MAJEURE

Neither Walton County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

IN WITNESS WHEREOF Walton County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of Walton County.

CONTRACTOR:



Printed Name: Sarah K. Ruppensburg

WALTON COUNTY

Printed Name: _____

Title: _____

Date: _____

CONTRACT

THIS CONTRACT, executed this 23 day of March, 2023, by and between **SAN PEDRO MFG CO** located at 6155 Boat Rock Blvd SW Atlanta, GA 30336 and the **WALTON COUNTY RECYCLING CENTER** located at 2051 Leroy Anderson Rd Monroe, GA 30655.

GENERAL SCOPE

San Pedro Mfg Co to provide services on an "as-needed" basis for removal, recycling, reuse, or disposal of mattresses and box springs for the Walton County Recycling Center.

CONTRACT TERMS

PROVISIONS:

San Pedro Mfg Co will provide a 53 ft. dry van for removal of old mattresses that have been picked up by sanitation or dropped off by individuals. Mattresses must be dry and cannot be wet and free of contaminants. Mattresses must be free of bed bugs or other infestations. Stains and soiled mattresses are permitted.

The loading of the mattresses and box springs in to the dry can will be accomplished by Walton County Recycling Center personnel. San Pedro Mfg Co must remove the loaded trailer within 48-hours after notification from Walton County Recycling Center and drop off another empty dry van. Walton Count Recycling Center will be liable for damages to the dry van while on the property. **NOTE: A dry van will be on site at all times.**

PAY RATE AND TERMS:

The term of the contract shall be for one (1) year, with the option to renew for two (2) additional twelve-month periods.

Notice of intent to renew will be giving to San Pedro Mfg Co in writing at least sixty (60) days before the expiration of the current contract.

For the protection of both parties, either party must give thirty (30) days' notice in writing to the other party to cancel this contract.

Walton County Recycling Center, a division of Walton County Sanitation Department, agrees to pay San Pedro Mfg Co the rate of \$600.00 each time the trailer is filled, swapped for an empty, and hauled off. There will be an initial trailer drop fee assessed of \$200.00

Payments are due on net 30 day terms once invoice is sent for service(s) completed. Payments by Check are to be made payable to San Pedro Mfg Co. and remit to 6155 Boat Rock Blvd SW, Atlanta, GA, 30336.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written.

Walton County Recycling Center Authorized Representative

Printed Name: David G Thompson Job Title: Chairman

Signature: [Handwritten Signature] Date: 3-24-23

San Pedro Mfg Co Authorized Representative

Printed Name: JAMES WOODRUFF Job Title: DIRECTOR OF OPERATIONS

Signature: [Handwritten Signature] Date: 3/23/23

CONTACTS**San Pedro Mfg. Co. Corp****6155 Boat Rock Blvd SW****Atlanta GA 30336*****Operations*****James Woodruff**

james.sanpedromfg@gmail.com

404-344-1111 (office)

678-860-0052 (cell)

Accounts Receivable**Shanice D'Heureux**

shanice@sanpedromfg.com

404-344-1114 (office)

Walton County Recycling Center**2051 Leroy Anderson Rd.****Monroe, GA 30655*****Operations*****Kenny Sargent**

kenny.sargent@co.walton.ga.us

770-266-1538 (office)

770-655-7132 (mobile)

Accounts Payable**Tara Gutierrez**

tl.gutierrez@co.walton.ga.us

770-266-1502 (office)

INVOICE

Origin Land Services LLC
220 Glen Echo Drive
Jackson, GA 30233

jquattlebaum66@gmail.com
(678) 603-6655



Rick Holder

Bill to

Rick Holder
120 2nd Street Suite 101
Monroe, GA 30655
United States

Invoice details

Invoice no.: 1006
Invoice date: 3/6/23
Terms: Due on receipt
Due date: 3/6/23

Product or service	Amount
1. Boundary Survey' 299 Ga Hwy 11, Monroe, Ga 30655 - Tax Parcel C1400053	\$1,750.00
Total	\$1,750.00

Please make check payable to Origin Land Services LLC.

DICKINSON & WILLIS, L.L.C.
338 North Broad Street
Monroe, Georgia 30655
770-267-8256

Holder Brothers Timberframes, LLC

RE: Deeds for Encroachments

<u>Professional Service Rendered</u>	<u>Fee/Amount</u>
(2)Quitclaim Deeds	\$600.00
Filing Fees	\$50.00
-DISCOUNT-	-\$100.00
	<u>Total</u> \$550.00

After recording return to
DICKINSON & WILLIS, LLC
ATTORNEYS AT LAW
338 NORTH BROAD STREET
MONROE, GEORGIA 30655
FILE # 23-047

space above line for recording

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF WALTON

THIS INDENTURE, made the 15th day of March in the year two thousand and twenty-three, between **HOLDER BROTHERS TIMBERFRAMES, LLC**, a Georgia Limited Liability Company, as party or parties of the first part, hereinafter called "Grantor," and **BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA a/k/a WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as party or parties of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in Land Lots 23 and 24, 1st Land District, Whatley's G.M.D. 1675, being Encroachment Area 2, being 361.80 square feet, more or less, as shown by a plat and survey made by James D. Quattlebaum, Registered Surveyor No. 2970, dated March 6, 2023 and recorded at Plat Book 124, Page 147, Walton County Records. Said survey and the record thereof are incorporated herein by reference for a more complete description of the property conveyed.

The purpose of this quitclaim deed is to transfer all Grantor's rights and title to the above-described property to the Grantee.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

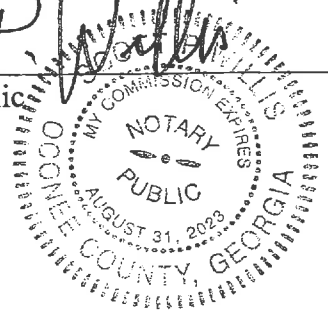
HOLDER BROTHERS TIMBERFRAMES, LLC

[Signature]
Witness

BY: [Signature] (SEAL)
R. WHIT HOLDER, MEMBER/MANAGER

[Signature]
Notary Public

BY: [Signature] (SEAL)
GABEL E. HOLDER, MEMBER/MANAGER



RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2023 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 7, 2022, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81-3, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2023 budget to make changes to the Fiscal Year 2023 budget as presented in the attached summary schedule.

Adopted this 4th day of April, 2023

Chairman, David G. Thompson

Attest:

County Clerk, Rhonda R. Hawk

AMENDMENT SUMMARY

April 2023 Agenda

1. **Health Trust 9610:** FY 2023 Proposed Health Trust amendment to increase budgeted expenditures (55.2200) by \$94,295 for May and June 2023 expected Clinic costs for One to One Health LLC. This includes both pro-rated fixed costs and pass through costs The amendment would result in a decrease in overall fund balance.
2. **SPLOST IV Public Works 4270.19:** FY 2023 Proposed SPLOST IV/Traffic/Public Works amendment to increase budgeted expenditures (Vehicles 54.2200) by \$7347. Due to inflation the original cost of the budgeted vehicle has increased by this amount. The amendment would result in a decrease in overall fund balance.
3. **Coroner 3700:** FY 2023 Proposed amendment to increase both budgeted revenue and expenditures (37.1006 and 54.2500) by \$29,500. A grant was received and the Coroner's office is using the funds to purchase a needed piece of equipment (incinerator). The amendment would result in neither an increase or a decrease in overall fund balance.
4. **IT 1535:** FY 2023 Proposed amendment to increase budgeted maintenance agreement expenditures (52.2240) by \$5,000. IT recommends changing to a stronger software (cyber security) product. The amendment would result in a decrease in overall fund balance.
5. **SPLOST IV Sheriff 3300.19:** FY 2023 Proposed amendment to increase budgeted expenditures (54.2200 Vehicles) The Sheriff's department had ordered 14 - 2022 Vehicles that now have been cancelled by the dealer. The option given was to purchase 2023 models which would result in a \$45,514 total price increase. This would decrease fund balance.
6. **Impact Fees Fire 3520.75:** FY 2023 Proposed Impact Fees (Fire) amendment to increase budgeted expenditures (Vehicles 54.2200) by \$33,000. Originally \$450,000 was budgeted for a fire engine. Due to inflation, there has been a price increase above the dealer quote to \$483,000. This will result in a decrease in overall fund balance.
7. **County Manager 1320:** FY 2023 Proposed amendment to increase budgeted expenditures (58.1200 Principal and 58.2200 Interest) by \$5,123 for 1/3 year of Principal/Interest payments on the Enterprise Lease vehicle. This has been discussed and approved by the Board. The amendment would result in a decrease in fund balance.
8. **Public Defender 2800:** FY 2023 Proposed amendment to increase budgeted expenditures (58.1200 Principal and 58.2200 Interest) by \$7,044 for 1/4 year of Principal/Interest payments on the Enterprise Lease vehicles. This has been discussed and approved by the Board. This amendment would result in a decrease in fund balance.
9. **ARPA District Attorney 2200.21:** FY 2023 Proposed amendment to increase both revenue and expenditures related to the ARPA grant money received and corresponding salary expenditures associated with the Investigator and Investigative Assistant. This amendment would adjust from hire date through the end of FY 2023. This amendment would result in neither an increase or a decrease in overall fund balance.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE CRISWELL PARK PICKLEBALL COURTS AND COVERED ARENA RENOVATIONS PROJECT, AND TO AMEND THE FISCAL YEAR 2023 BUDGET

WHEREAS, on November 6, 2018, the Walton County, Georgia SPLOST 2019 (“SPLOST IV”) was approved by voter referendum; and

WHEREAS, 911 radio communication project, transportation projects, parks and recreation projects, construction of new fire station and fire station improvements, building projects, water and sewer system improvements, and vehicle and major equipment acquisition are designated SPLOST IV projects; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2023 on June 7, 2022; and

WHEREAS, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2023.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budget for the Public Works Parts Building Project which is attached hereto as a schedule and incorporated herein by reference, is adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2023 be amended to incorporate fiscal year 2023 for the Criswell Park Pickleball Courts and Covered Arena Renovations Project.

SO RESOLVED THIS 4th DAY OF April, 2023:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

**WALTON COUNTY
CRISWELL PARK
PICKLEBALL COURTS &
COVERED ARENA RENOVATIONS
PROJECT BUDGET**

DATE: March 23, 2023
PROJECT: COVERED AREA RENOVATIONS
FUNDING: 1565.19 SPLOST

New Construction

Description	Unit Meas.	Unit Cost	Totals
<u>Quad Pickle Ball Court</u>	4	\$25,000	\$100,000
Total New Construction Cost:			\$100,000

Renovations.

Description	Unit Meas.	Unit Cost	Totals
<u>Close in Ag center HVAC</u>	12,600 sq. ft.	\$28	\$352,800
<u>Inside Pickle Ball Court and Equipment</u>	4	\$9,500	\$38,000
<u>Kitchen Renovations</u>			\$30,000
Total Renovations Costs:			\$420,800

Project Contingency	8%		\$41,664
Total Project Contingency Costs:			

TOTAL PROJECT BUDGET **\$562,464**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE FACILITIES GOOD HOPE RECYCLING CENTER PROJECT LENGTH BUDGET AND AMEND FISCAL YEAR 2023 BUDGET

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2023 on June 7, 2022; and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81-3, a local government may amend it budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2023.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budget for the Good Hope Recycling Center project which is attached hereto as a schedule and incorporated herein by reference, is adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2023 be amended to incorporate the fiscal year 2023 project-length Good Hope Recycling Center project.

SO RESOLVED THIS 4th DAY OF April, 2023:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

WALTON COUNTY GOODHOPE RECYCLING CENTER PROJECT BUDGET

DATE: March 28, 2023
PROJECT: GOODHOPE RECYCLING CENTER
FUNDING:

New Construction

Description	Unit Meas.	Unit Cost	Totals
Attendant Office	240 SQ.FT.	\$65	\$15,600
Septic System	1 Ea.	\$10,000	\$10,000
Perimeter Fencing 8'	500 LF.	\$84	\$42,000
<u>Site Work/ Lot & Driveway</u>	1/3 acre.	\$6,025	\$6,025
Dumpster Pads	4 Ea.	\$2,587	10,350
Trash Compactor	1 Ea.	\$32,200	\$32,200
Total New Construction Cost:			\$116,175
Project Contingency	5%		\$5,808
Total Project Contingency Costs:			\$5,808

TOTAL PROJECT BUDGET **\$121,983**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE RESURFACING PROJECTS, AND TO AMEND THE FISCAL YEAR 2023 BUDGET

WHEREAS, on November 6, 2018, the Walton County, Georgia SPLOST 2019 (“SPLOST IV”) was approved by voter referendum; and

WHEREAS, 911 radio communication project, transportation projects, parks and recreation projects, construction of new fire station and fire station improvements, building projects, water and sewer system improvements, and vehicle and major equipment acquisition are designated SPLOST IV projects; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2023 on June 7, 2022; and

WHEREAS, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2023.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budgets for the Resurfacing Projects which are attached hereto as a schedule and incorporated herein by reference, are adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2023 be amended to incorporate fiscal year 2023 for the Resurfacing Projects.

SO RESOLVED THIS 4th DAY OF April, 2023:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

WALTON COUNTY PUBLIC WORKS RESURFACING PROJECT BUDGET

DATE: 3/23/2023

PROJECT: SPLOST IV VARIOUS RESURFACING PROJECTS

SPLOST IV Resurfacing projects to include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping.

Description	Unit Measure	Totals
Bethel Church Road (<i>Deep Patched</i>)	1.40 miles	\$189,000
Bullock Bridge Road	1.60 miles	\$280,000
Cedar Trail	0.30 miles	\$ 52,500
Clegg Farm Road (<i>Deep Patched</i>)	1.00 miles	\$135,000
James Huff Road	1.50 miles	\$262,500
Mt. Vernon Church Road	1.90 miles	\$332,500
Nunnally Farm Road	1.10 miles	\$192,500
Pleasant Valley Road	1.40 miles	\$245,000

Total Resurfacing Cost: \$1,689,000

Modifications

Total Modification Cost: _____

Renovations

Total Renovations Costs: _____

Site Development/Improvements Costs

Description	Unit Meas.	Unit Cost	Totals
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Total Site Dev. Costs: _____

Project Contingency

Total Project Contingency Costs: _____

TOTAL PROJECT BUDGET **\$1,689,000**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA DECLARING ITS OFFICIAL INTENT TO PROCEED WITH THE PROPOSED ISSUANCE OF THE WALTON COUNTY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (WALTON COUNTY PROJECTS), SERIES 2023, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED [\$36,000,000] FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL OUTLAY PROJECTS FOR WALTON COUNTY, GEORGIA

WHEREAS, the Walton County Public Facilities Authority (the “Authority”) is a public body corporate and politic duly created and existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2022, page _____, *et seq.*, as amended) (the “Act”) for the purpose of promoting the public good and general welfare of the citizens of Walton County, Georgia (the “County”) and assisting the County in providing facilities, equipment and services to the citizens of the County and the citizens located in the territories served by the County in the most efficient means possible; and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds thereof for the purpose of paying all or part of the cost of any “project” or “undertaking” (as authorized by the Act or the Revenue Bond Law), including the acquisition, construction and improvement of land, buildings and facilities for use by the County; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

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

WHEREAS, the Board of Commissioners of the County (the “Board of Commissioners”) desires to finance (a) the acquisition of a new park and renovations thereto, (b) the acquisition, construction and installation of certain capital improvements to existing facilities of the County, and (c) the acquisition of certain land and improvements to be used for County administrative facilities (collectively, the “Projects”); and

WHEREAS, it appears that approximately \$36,000,000 will be required to accomplish said purpose; and

WHEREAS, it appears to the Board of Commissioners that the most feasible method of financing the Projects and paying costs of issuance is through the issuance and sale by the Authority of its Revenue Bonds (Walton County Projects), Series 2023, in the aggregate principal amount of not to exceed \$36,000,000 (the “Bonds”); and

WHEREAS, the Bonds will be limited obligations of the Authority secured by a first lien on an intergovernmental contract between the Authority and the County and the payments to be made by the County pursuant thereto; and

WHEREAS, it is necessary and proper that the Governing Body authorize Stifel Nicolaus & Company, Incorporated, as underwriter, and Gray Pannell & Woodward LLP, as bond counsel, to proceed with the preparation of documents and other related items in connection with the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, as follows:

1. The Chairman is authorized to request that the Authority issue the Bonds to provide funds to finance a portion of the Projects.
2. Stifel Nicolaus & Company, Incorporated and Gray Pannell & Woodward LLP are hereby requested to proceed with preparation of documents and all other related items in connection with the issuance of the Bonds.
3. The Chairman, County Manager, Finance Director, and other proper officers, members, agents, and employees of the County are hereby authorized to take any and all further actions and to execute and deliver any and all other documents which may be necessary in accordance with the intents and purposes of this resolution; provided, however, the execution and delivery of the final transaction documents (including the final financial terms of the Bonds) shall be approved by the Board of Commissioners prior to the execution and delivery thereof.
4. The Board of Commissioners hereby indicates its official intent to reimburse expenditures heretofore or hereafter made by itself in connection with the foregoing Projects (to the extent permitted by Section 1.150-2 of the Income Tax Regulations of the Internal Revenue Code of 1986, as amended) from one or more future issues of tax-exempt debt.
5. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this 4th day of April, 2023.

BOARD OF COMMISSIONERS OF WALTON
COUNTY

By: _____
Chairman

(SEAL)

Attest:

Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Walton County DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners of Walton County, at a meeting open to the public which was duly called and assembled on the 4th day of April, 2023, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the Board of Commissioners of Walton County which is in my custody and control.

WITNESS my hand this 4th day of April, 2023.

Clerk



Walton County Public Works

1407 South Madison Avenue
Monroe, Georgia 30655
Telephone (770) 267-1350
Fax (770) 267-1310

John Allman
Director of Public Works

Ray Johnson
Asst. Director of Public Works

To: David Thompson, Walton County Chairman &
Walton County Board of Commissioners

From: John Allman, Public Works Director

Date: March 30, 2023

Re: MHB Contract

Walton County Public Works respectfully requests the acceptance of the lowest bid from MHB Paving for the 2023 paving season. This bid is for Milling and Deep Patching various roads throughout the county.

Thank you,

A handwritten signature in blue ink, appearing to read "John Allman", is written over the typed name and title.

John Allman
Public Works Director

BID TABULATION SHEET
2023 Milling : Deep Patching

BIDDER	BASE BID	BID BOND	E-Verify	REMARKS
PITTMAN CONSTRUCTION	274.40 / Ton	✓	✓	\$ 823,200.00 TOTAL
ALLIED PAVING	240.00 / Ton	✓	✓	\$ 720,000.00 TOTAL
MHB	195.00 / TON	✓	✓	\$ 587,640.00 TOTAL