

BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, June 03, 2025 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
- 5. DISCUSSION
 - **5.1.** County Manager's Report/Update

6. PLANNING & DEVELOPMENT

6.1. CU25-0120 - Conditional Use for outside storage - Applicants/Owners: Thomas Alan & Susan Atha - property located at 5395 Hwy. 20 & McCullers Road/Map/Parcel C0080003 - District 2

Planning Commission recommended approval with conditions: 1) Only empty dumpsters to be on site; 2) no transfer station allowed; 3) no cleaning of dumpsters on site; 4) only C&D dumpsters can be used; 5) no more than 30 dumpsters stored on site at a time; 6) no dumpsters can be removed past 7:00 p.m.; 7) hours to be 7:00 a.m. to 7:00 p.m.

6.2. Z25-0148 - Rezone 2.0 acres from A2 to B3 for towing company & vehicle storage - Applicant: Jody Whitlock/Owner: Jody & Ted Whitlock - property located at 3275 Broadnax Mill Road/Parcel C0440003 - District 1

Planning Commission recommended approval with condition: Evergreen plantings around the perimeter.

6.3. Z25-0153 - Rezone 7.52 acres from A1 to A for commercial kennel with Variance - Applicant/Owner: Michelle Brooks - property located at 689 Gene Bell Road/Parcel C1660006 - District 6

Planning Commission recommended approval as submitted.

6.4. CU25-0157 & Z25-0158 - Rezone 1.0 acre from A1 to B2 for minor auto repair and Conditional Use for outside storage, Variance to reduce transitional buffer on easterly side from 50' to 25'- Applicant: Michael Greenlee/Owner: Emily Jamshedi - property located at 5495 Hwy. 20 & Lance Ct./Parcel C0070004 - District 2

Planning Commission recommended approval with the following conditions: 1) Fencing and evergreens around property; 2) proper lighting inward and downward; 3) fencing to be kept in good repair and if the evergreens die they will be replaced in a timely manner.

6.5. OA25-0159 - Amendments to the Walton County Land Development Ordinance as per amendment sheet dated 4/1/2025.

Amendment #1 - Chapter 18 Article II, Occupation Taxes, Section 18-33 to remove the amount of the "fee"

Amendment #2 - Amendment to Chapter 18, Article III to remove fee amount

Amendment #3 - Article 5, Part 5-1, Section 5-1-100, Personal Care Services

Amendment #4 - Section 6-1-110 Airstrip, Helipad Private (9)

Amendment #5 - Section 4-2-170 Cornish Creek, Beaver dam Creek Watershed & Hard Labor Creek Overlay Protection District (W-P2)

6.6. Right of Way Acceptance - Arrington Woods Subdivision

7. RESOLUTIONS

- 7.1. Adoption Resolution Capital Improvements Element Annual Update
- 7.2. FY25 Budget Amendments
- 7.3. Authorizing Chairman to amend the FY25 Budget as part of the fiscal year closing process

8. ORDINANCE

- **8.1.** Ordinance Amendment Amending Chapter 34, Article III, Section 34-33 regarding the rules for Hard Labor Creek Reservoir
- **8.2.** Ordinance Amendment Polling Places

- **9. ADMINISTRATIVE CONSENT AGENDA** / All items listed below are voted on by the board in one motion unless otherwise specified by the Board
 - **9.1.** Approval of May 6, 2025 Meeting Minutes
 - 9.2. Contracts & Budgeted Purchases of \$25,000 or Greater
 - **9.3.** Declaration of Surplus Vehicles
 - **9.4.** Approval of Uncollectable Property Tax Commissioner
 - 9.5. Walton County Water 2025 Water Charge Offs
 - 9.6. Agreement Renewal Departent of the Navy Lease of Night Vision Equipment Sheriff's Office
 - 9.7. Acceptance of Donation Deputies Beyond the Badge Armored Vehicle Sheriff's Office
 - **9.8.** Request to Surplus and Transfer Multipurpose K9 Sheriff's Office

10. CONTRACTS

- **10.1.** CGI Digital Agreement Community Showcase Video Program
- 10.2. AT&T Master Agreement Upgrade E911 Equipment and Software
- **10.3.** Mutual Aid Agreement with Rockdale County Walton Co. Fire Rescue (updated)
- 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 <u>770-267-1301</u> at least 48 hours prior to the meeting and arrangements will be made.

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

For more information, please contact Rhonda Hawk.



Planning and Development Department Case Information

Case Number: CU25-0120 (PJ25-0146)

Meeting Dates:

Planning Commission 05-01-2025

Board of Commissioners 06-03-2025

Applicants/Owners:

Thomas Alan & Susan Atha 1540 Overlook Pass Road Monroe, Georgia 30655

Current Zoning: B2

<u>Request</u>: Conditional use for outside storage with Variance to allow storage within the required front building line (as currently stored).

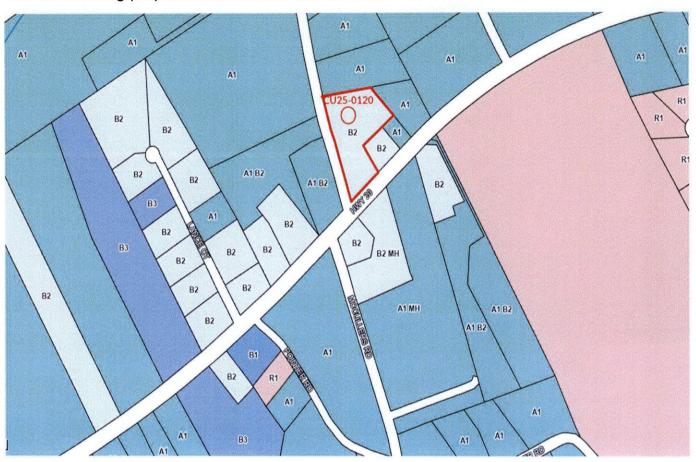
Address: 5395 Hwy 20/McCullers Road, Loganville, Georgia 30052

District 2 Commissioner-Pete Myers Planning Commission-Chris Alexander

Existing Site Conditions: Property consists of 3.79 acres.



The surrounding properties are zoned A1/B2, A2/B2, and B2.



Subdivisions surrounding property:



The property is in the Big Haynes Watershed.



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



History:

Z02060006	Mark Little	A-1 to B-2	C0080003	Approved Cond.
		Landscape Business	C6-27	
			Highway 20 at	
			McCullers	

Conditions: Rezone is approved with condition that parcel be used for Landscape Business only.

Z13020005	Susan W. Atha	Alteration B-2 to	C08-3	Approved to
		B-2	53905 Georgia Highway 20	remove conditions

Staff Comments/Concerns:

Roll offs and dumpsters are currently stored on site within the front building line. This conditional use is being requested to bring property into compliance.

Section 6-1-600 Outdoor Storage (20)

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

Comments and Recommendations from various Agencies:

CU25-0120-Conditional Use for outside storage-Applicants/Owners: Thomas Alan & Susan Atha located on 5395 Hwy 20 & McCullers RdMap/Parcel C0080003-District 2.

Public Works has no issue with approval of this request.

Sheriffs' Department: No comment received.

<u>Water Authority:</u> This area is served by an existing 8" diameter water main along Hwy 20 and 6" diameter water main along McCullers Road. (static pressure: 50 psi, Estimate fire flow available: 1,100 gpm @ 20 psi). No system impacts anticipated.

<u>Fire Marshal Review:</u> No comments

Fire Department Review: No comments

Board of Education: No affect on Walton County Schools.

<u>GDOT:</u> Will require coordination with Georgia DOT. Access will be required off the side road due to spacing requirements. Minor improvements to the intersection of SR 20 and McCullers Rd may be required.

<u>City of Monroe</u>: No issues from City of Monroe standpoint.

PC ACTION 5/1/2025:

1. CU25-0120-Conditional Use for outside storage & Variance to allow storage within the required front building line (as currently stored)-Applicants/Owners: Thomas Alan & Susan Atha located on 5395 Hwy 20 & McCullers RdMap/Parcel C0080003-District 2.

<u>Presentation:</u> Alan Atha represented the case. He would like to store equipment on the property inside the fenced area.

Chris Alexander asked if they were roll off dumpsters from C&D Waste used as a construction dumpster and if they were new or used and Mr. Atha stated that they are C&D Dumpsters, and they are new and used. Mr. Alexander asked if the dumpsters were cleaned or washed out on the property and Mr. Atha stated no that they are empty while they are being stored there. Mr. Alexander said that there is a chain link fence around a portion of the property. Mr. Atha advised that the fencing comes up to the office building, but the office building is not enclosed. Mr. Hinton asked if the case is approved and the code requires a fence, you are required to put up a fence and he stated yes if he has to.

Tim Hinton asked if the dumpsters were various sizes and Mr. Atha stated they are. Mr. Atha stated that whatever the client needs then he would have the various sizes to accommodate.

<u>Speaking:</u> Oliver Avaritt spoke and stated that he lives next to this property. He said that all the dumpsters say Southern Sanitation, and this has previously been denied. His concern is that they will have small cans and transfer the trash. He said that he sees about 10 to 12 roll off dumpsters on the property. He stated that they haul off things early in the morning hours about 3:30 or 4:00 a.m.

<u>Rebuttal:</u> Mr. Atha came back for rebuttal and stated that there are cameras at the property, and he has not been notified of any movement in the early hours.

Tim Hinton asked if the dumpsters were C&D only and if what he sees there is the maximum and Mr. Atha said that was correct as to the dumpsters, but he may have more on the property than what is there now.

Chris Alexander asked how many dumpsters, and would the maximum be around 20? Mr. Kemp asked how many would be kept on the property. Mr. Atha stated that the dumpsters on the property could be as low as 10 and could be up to 30.

Timothy Kemp asked about how many would be the maximum and Mr. Atha stated that the maximum would be about 20 or 30 and Mr. Kemp asked Mr. Atha, would he have a problem with it being a maximum of 30 and Mr. Atha stated it would be fine. Mr. Atha stated that the dumpsters are here temporarily until another site can be developed.

Mr. Kemp asked how long he is planning to store these dumpsters and Mr. Atha said it was to be about 2 years, and we are already 1 year into it. Mr. Atha said that his business will still be at this site, but the dumpsters will go some other place.

Tim Hinton asked so you are doing this conditional use seeking compliance with the zoning and Mr. Atha stated that it was correct.

Mr. Hinton asked about fencing around the entire perimeter and Tracie Malcom, Zoning Coordinator, stated that only the outside storage would need to be fenced in and not the office.

Recommendation: Chris Alexander made a motion to recommend approval with conditions: 1. Only empty dumpsters are to be on site; 2. No transfer station allowed; 3. No cleaning of dumpsters on site; 4. Only C&D dumpsters can be used; 5. No more than 30 dumpsters stored on site at a time; 6. No dumpsters can be removed past 7:00 p.m. and hours would be 7:00 a.m. to 7:00 p.m. and was seconded by Timothy Kemp. The Motion carried unanimously.

Planning Comm. Mei	eting Date 5-1-2025 at 6:00PM held at WC Historical Court House-111 S Broad
	Street, Monroe, Ga (2 nd Floor)
Board of Comm Mee	ting Date 6-3-2025 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 <u>C008 0003</u>				
Applicant Name/Address/Phone #	Property Owner Name/Address/Phone			
Thomas Alan Atha J Susan W. Atha	Same			
1540 Overlook Pass Rd.				
Monroe GA. 30655				
E-mail athababa@gmail.com	of more than on∈ owner, attach Exhibit, A.)			
Phone # 404-313-6318	Phone # 404-313-6318			
Location 5395 Hwy 20 Loganville, GA.P JMc Culturs RA: Existing Use of Property Plumbing J Jafety	resent Zoning B2 Acreage 3.79			
Existing Use of Property Plumbing J Safety	Dervices office			
Existing Structures office building	g d Warehouse			
Property is serviced by				
Public Water Provider	Well			
Public Sewer. Provider	Septic Tank			
The purpose of this conditional use is Property is already zoned B2 for business - Requesting a conditional use for outside Storage. Already has a chain link fence.				
The above statements and accompanying materials are completed planning and zoning personnel to enter upon and inspect the process of the proc	operty for all purposes allowed and required by the			
Public Notice sign will be place	ed and removed by P&D Office			
	er Board of Commissioners meeting			
Office Use Only Existing Zoning B2 Surrounding Comprehensive Land Use Village Center Commission District 2-Pete Myers Waters	Zoning North Al South B21 A2 East A1 - B2 West A1 J B2 hed Big Haynes			

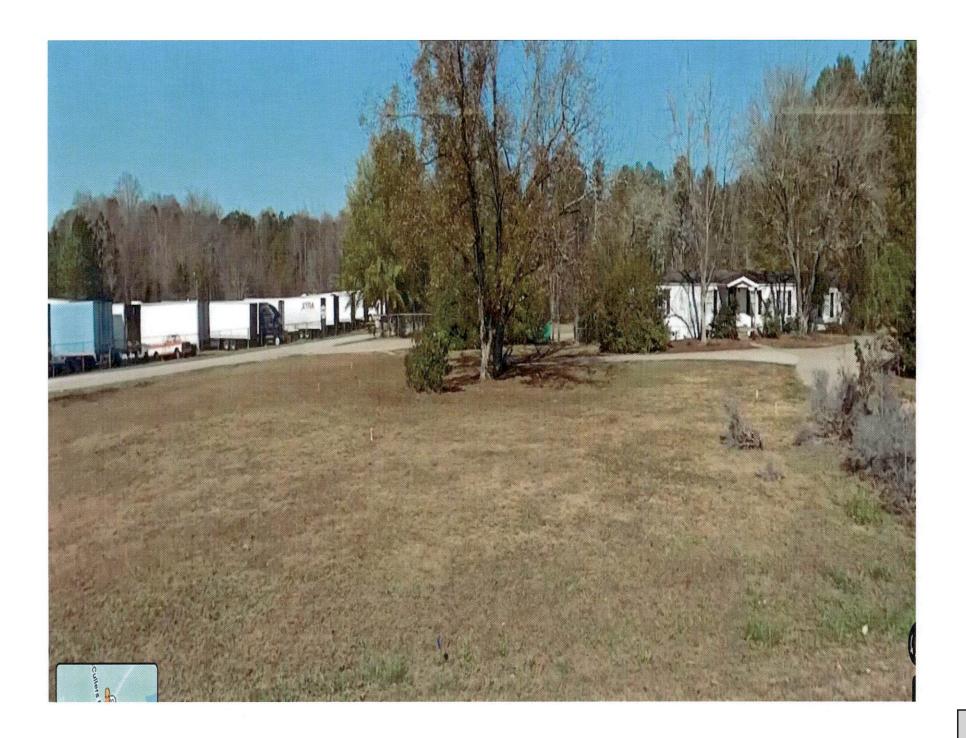
Standard Review Questions:

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. Property has been zoned B2 since 8/6/2002.
- 2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. Commercial Property since 2002 No new buildings to be added.
- 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.

 They are adequate.
- 4. Public facilities and utilities are capable of adequately serving the proposed use. They are sufficient. Business has been there-
- 5. The proposed use will not adversely affect the level of property values or general character of the area. This will not affect the Character area or property values.















March 10, 2023

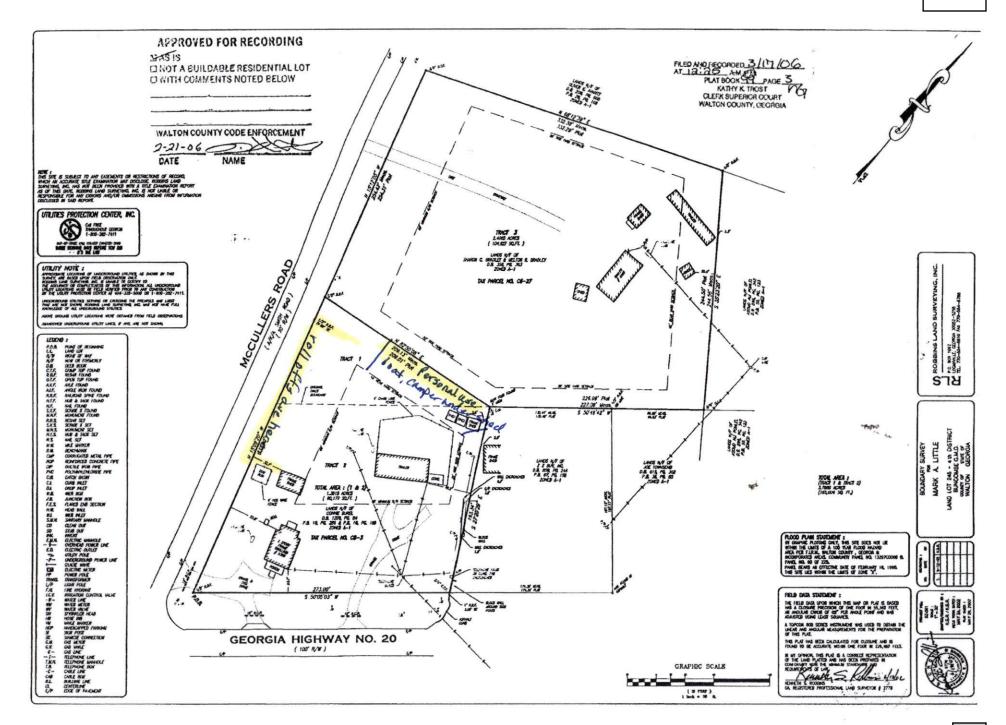
Alan & Susan Atha 1540 Overlook Pass Rd Morroe, GA 30655

> RE: 5395 HWY 20\$ Loganville, GA 30052 Letter of Intent

I am Applying for Amending my
Zoning to Allow outside Storage.

We ARE Allowing Southern Sonitation to
Store Construction Roll-off Containers on
our property. They are placed here until they
are placed on construction Sith. They are neat
and orderly. We do have other things that we
store on the property. All this is Inside
Chain-link Fence.

MATH





Planning and Development Department Case Information

Case Number: Z25-0148 and PJ25-0147

Meeting Dates: Planning Commission 05-01-2025

Board of Commissioners 06-03-2025

Applicant:
Jody Whitlock
5045 Fawn Drive
Loganville, Georgia 30052

Current Zoning: The current zoning is A2.

Owner:
Jody & Ted Whitlock
5045 Fawn Drive
Loganville, Georgia 30052

Request: Rezone 2.00 acres from A2 to B3 to be combined with 0.93 acres that was already rezoned on 5/9/2017 to B3 for a wrecker service/impound lot.

Address: 3275 Broadnax Mill Road, Loganville, Georgia 30052

Map Number/Site Area: C0440003

Character Area: Highway Corridor

District 1 Commissioner-Bo Warren Planning Commission-Josh Ferguson

Existing Site Conditions: Property containing 2.00 acres is vacant.



The surrounding properties are zoned B3, B2 and A2.

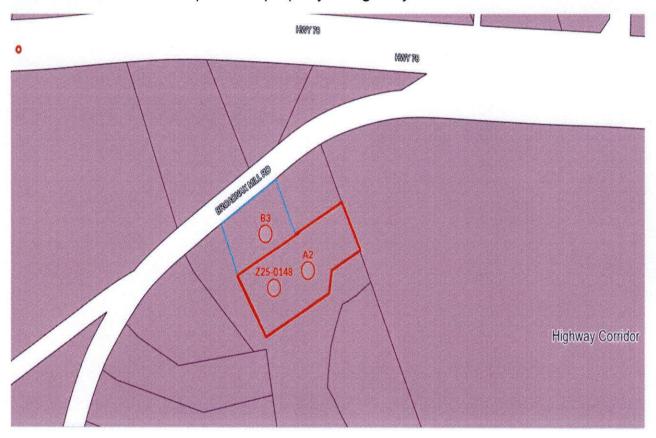


Subdivisions surrounding property:



The property is not in a Watershed.

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



History:

17020011	Richard J Garner	Rezone from B1 to	C044-30	Approved
	-	B3 wrecker service/holding lot	3275 Broadnax Mill Road	v V
			0.93 acres	

Staff Comments/Concerns: The front property 0.93 acres was approved for rezone to B3 on May 9, 2017 for a wrecker service/impound lot. Ted Whitlock Towing LLC has been in business since 2017. Mr. Whitlock recently purchased 2.00 acres in the back of his property to be combined with the 0.93 acres to have more acres for his business. This will make a total of 2.93 acres. The 2.00 acres is being requested to be rezoned to B3.

Comments and Recommendations from various Agencies:

Z25-0148-Rezone 2.00 acres from A2 to B3 for towing company & vehicle storage-Applicant: Jody Whitlock/Owner: Ted Whitlock Towing LLC located on 3275 Broadnax Mill Rd/Parcel C0440003-District 1.

<u>Public Works</u>: Public Works has no issue with approval of this request.

Sheriffs' Department: No comment received.

<u>Water Authority:</u> This area is served by an existing 6" diameter water main along Broadnax Mill Road. (static pressure: 65 psi, Estimated fire flow available: 450 gpm @ 20 psi). No system impacts anticipated.

<u>Fire Marshal Review:</u> No comments for outside storage. Should they add a building on the property it shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: No comment

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

GDOT: Will not require coordination with Georgia DOT.

City of Monroe: No issues from City of Monroe standpoint.

Section 6-1-600 Outdoor Storage (20)

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

PC ACTION 5/1/2025:

1. Z25-0148-Rezone 2.00 acres from A2 to B3 for towing company & vehicle storage-Applicant: Jody Whitlock/Owner: Jody & Ted Whitlock located on 3275 Broadnax Mill Rd/Parcel C0440003-District 1.

<u>Presentation:</u> Ted & Jody Whitlock represented the case. Mr. Whitlock stated that Mr. Ayers had a farm behind Mr. Whitlock's property, and he passed away and Mr. Whitlock purchased 2 acres from him to expand his business. He runs a private property impound lot and he gets some vehicles from the Sheriff's Office, and this is for holding only.

Tim Hinton asked if it was storage only and there was no repair and Mr. Whitlock stated it would be for storage only. Mr. Whitlock stated that he takes in wrecked vehicles until the insurance company comes and hauls them off to Co-part or other places.

Tim Hinton asked so you serve police jurisdictions and Mr. Whitlock stated that was correct. Tim Hinton stated that Josh Ferguson, who is the appointed person for this district, was not able to be present but he did talk with him and Mr. Ferguson wanted evergreens planted. Mr. Hinton asked if there would be a problem with evergreen plantings around the property. Mr. Whitlock stated he has an 8 ft. fence, but he has no problem with the evergreen plantings around the property.

Speaking: No one

<u>Recommendation:</u> Tim Hinton made a motion to recommend approval with a condition of evergreen plantings around the perimeter and was seconded by Timothy Kemp. The Motion carried unanimously.

Rezone Application # Z25-0148

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

Planning Comm. Meeting Date 5-1-2025 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2 nd Floor) Board of Comm Meeting Date 6-3-2025 at 6:00PM held at WC Historical Court House You or your agent must be present at both meetings Map/Parcel C0440003 Applicant Name/Address/Phone # Property Owner Name/Address/Phone # Sody Whitock 3275 Broad Gy Milkd. 3275 Broad Gy Milkd.
You or your agent must be present at both meetings Map/Parcel
Map/Parcel_C0440003
Applicant Name/Address/Phone # Property Owner Name/Address/Phone # Sody Whitlock 3275 Brook Milled. 3275 Brook My Milled.
3275 Brownax Milled. 3275 Brownax Milled.
3215 Broad Pax III, IIKa, 3275 Broad my M'II Pd.
Jan
E-mail address: 10 d (4) hit locks of the more than one owner attach Exhibit 147 30052
1 TO CONCOST, NET WHITE WHITE AND STORY
Phone # 0 18-493-8537 Phone # 6 18-493-8531
Location: Dehind 001 Property Requested Zoning B3 Acreage 2.00
Existing Use of Property: Farming of agricultuseal Existing Structures: No Structures
The purpose of this rezone is Vehicle Storage - Towing
This property was combined with 0.93 acres that was
rezoned 5/9/2017 for wrecker service.
Property is serviced by the following:
Public Water: NO Provider: NO Well: NO
Public Sewer: NO Provider: NO Septic Tank: NO
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. Hock 3-33-305\$ 450,00
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:
0.2
Existing Zoning \overrightarrow{P} \overrightarrow{A} Surrounding Zoning: North \overrightarrow{B} \overrightarrow{J} \overrightarrow{B} \overrightarrow{J} South \overrightarrow{A} \overrightarrow{A} West \overrightarrow{A} \overrightarrow{A}
Comprehensive Land Use: High way Corridor DRI Required? Y N
Commission District: 1-Bo Warren Watershed: TMP

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.

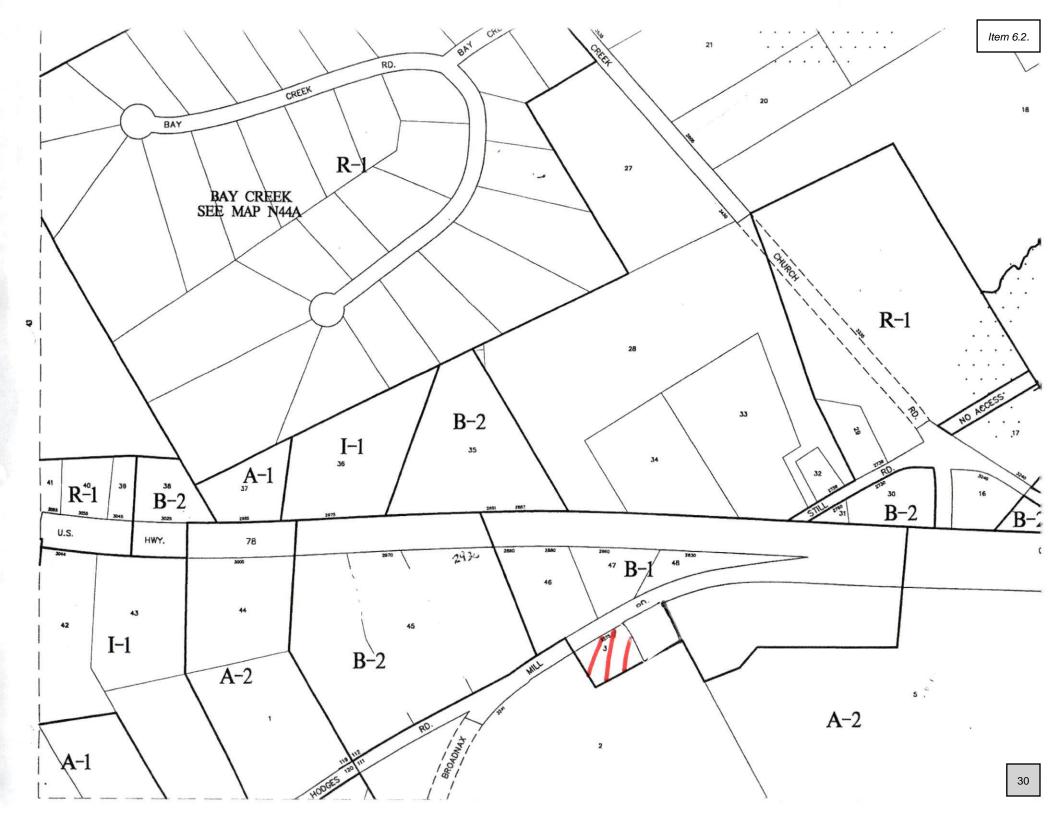
I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.
Name of Applicant: 50dy & Ted Whitlock DBAWhitlock Towing Address: 3275 Bro Soys Fawn Valley DT, Logan Ville, GA. Telephone: 678-8537
Address: 3275 Bro Soys Fawn Valley Dr. Logan Ville, GH.
Telephone: 678-993-8537
Location of Property: 3275 Broad Mill Road
Loggnville, 6A, 430052
Map/Parcel Number: <u>CO440003</u>
Current Zoning: B-3 Requested Zoning: B-3
Jody Whitlock Led Whitlock
Property Owner Signature Property Owner Signature
Print Name: Jody Whitlack Print Name: Ted Whitlack
Address: 5045 Favon Valley Dr. Address: 5045 Fawn Valley Dr.
Phone #: 678-993-8537 Phone #: 770-480-7129
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.
Notary Publice CIE S Marie Date
EXPIRES GEORGIA JUNE 28 2028

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

<u>Provide written documentation addressing each of the standards listed below:</u>

	es and zoning of nearb		
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The extention zoning rest	to which property varictions;	lues are dimir	ished by the pa
<u> </u> NO	NE		
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5.	The suitability of the subject property for the zoned purposes; and
	It's an extra storage to
	Store vehicles while working
	with the police and epartment.
6.	The length of time the property has been vacant as zoned, considered in
O,	the context of land development in the area in the vicinity of the property
	It was vacant since
	December of 2023, I purchase
	the 200 res in December of
	110000





Walton County Planning and Development

126 Court Street, Annex 1, Monroe, Walton County, Georgia 30655 Phone: 7702671485

OCCUPATIONAL TAX CERTIFICATE

BUSINESS LICENSE NUMBER: 62066

Pursuant to the provisions of the Walton County Comprehensive Land Development Ordinance

JODY MARIE WHITLOCK DBA WHITLOCK TOWING 3275 BROADNAX MILL RD, LOGANVILLE

Has been duly licensed by the County of Walton to engage in the business of:

Transportation
Towing

Description, Limitations, Notes: TOWING COMPANY

The Issuance of an Occupational Tax Certificate shall not be interpreted that such business is in compliance with State or Federal Statuses and Regulations or Deed Covenants.

POST THIS CERTIFICATE IN A CONSPICUOUS LOCATION
THIS LICENSE IS NOT TRANSFERABLE AND IS SUBJECT TO BE REVOKED IF ABUSED

CONNIE CHASTAIN Permit Tech



EFFECTIVE DATE December 20, 2017

EXPIRATION DATE December 31, 2025

March 28, 2025

I would like the 2.00 acres I bought in the back to be added to my property in order to expand my business.

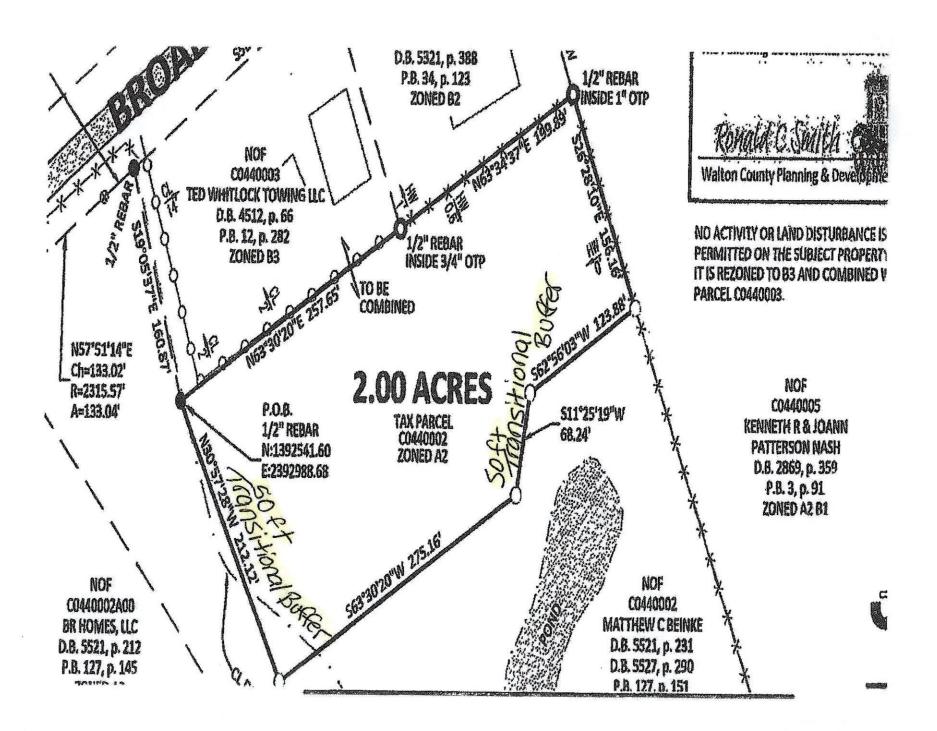
The front part of the property 0.93 has been zoned B3 but the 2.00 acres I bought November 2024 is still residential.

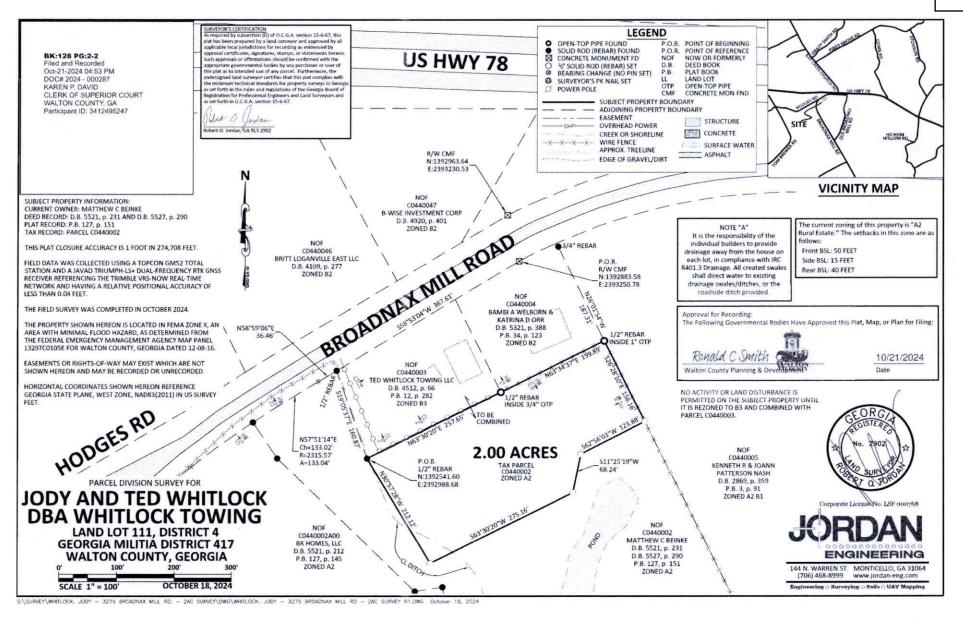
The 0.93 acres was zoned to B3 for a wrecker service/holding lot in 2017.

I have been in business since December 2017.

Thank you

Ted Whitlock





Z25-0148 - 3275 Broadnax Mill Road





Planning and Development Department Case Information

Case Number: Z25-0153 and PJ25-0148

Meeting Dates: Planning Commission 05-01-2025

Board of Commissioners 06-03-2025

Applicant/Owner:
Michelle Brooks
689 Gene Bell Road
Monroe, Georgia 30655

Current Zoning: The current zoning is A1.

<u>Request</u>: Rezone 7.52 acres from A1 to A for a commercial kennel and request Variance on setback for any structure housing animals from 100' to approximate 50'.

Address: 689 Gene Bell Road, Monroe, Georgia 30655

Map Number/Site Area: C1660006

Character Area: Neighborhood Residential

District 6 Commissioner-Kirklyn Dixon Planning Commission-Timothy Kemp

Existing Site Conditions: Property containing 7.52 acres.



The surrounding properties are zoned A1.

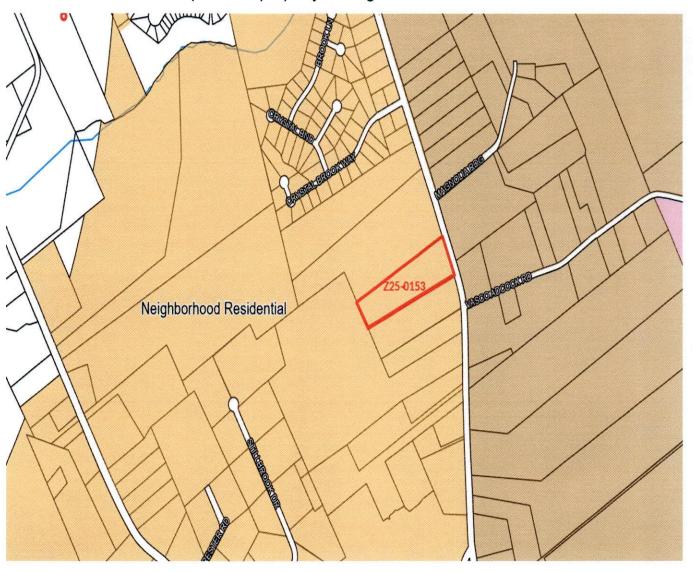


Subdivisions surrounding property:



The property is not in a Watershed.

The Future Land Use Map for this property is Neighborhood Residential.



<u>History:</u> No History

<u>Staff Comments/Concerns:</u> This is a Code Enforcement case. Applicant was advised to apply for a zoning of A to be in compliance with the Walton County Land Development Ordinance. If approved, Applicant must provide Department of Agriculture Certification and a Walton County Business License.

Kennel, Commercial (20)

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

Comments and Recommendations from various Agencies:

Z25-0153-Rezone 7.52 acres from A1 to A for commercial kennel with Variance-Applicant/Owner: Michelle Brooks located on 689 Gene Bell Rd/Parcel C1660006-District 6.

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

Sheriffs' Department: No comment received.

<u>Water Authority:</u> This property is located within the City of Monroe Service Area.

Fire Marshal Review: No comments.

Fire Department Review: No comments.

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

GDOT: Will not require coordination with Georgia DOT.

<u>City of Monroe:</u> No issues from City of Monroe standpoint.

Kennel, Commercial (20)

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

PC ACTION 5/1/2025:

Z25-0153-Rezone 7.52 acres from A1 to A for commercial kennel with Variance-Applicant/Owner: Michelle Brooks located on 689 Gene Bell Rd/Parcel C1660006-District 6.

<u>Presentation:</u> Michelle Brooks represented the case. She wants to rezone from A1 to A to breed German Shepherds and she is doing this rezone to be in compliance with the county. She went on to state that she has 1 to 2 litters a year and she is not adding any buildings to her property. She re-fenced the property about 2 ½ years ago all the way around. She is also asking for a Variance on the setbacks due to having animals.

Speaking: No one

<u>Recommendation:</u> Timothy Kemp made a motion to recommend approval as submitted and was seconded by Michelle Trammel. The Motion carried unanimously.

Rezone Application # 225-0153 Application to Amend the Official Zoning Map of Walton County, Georgia

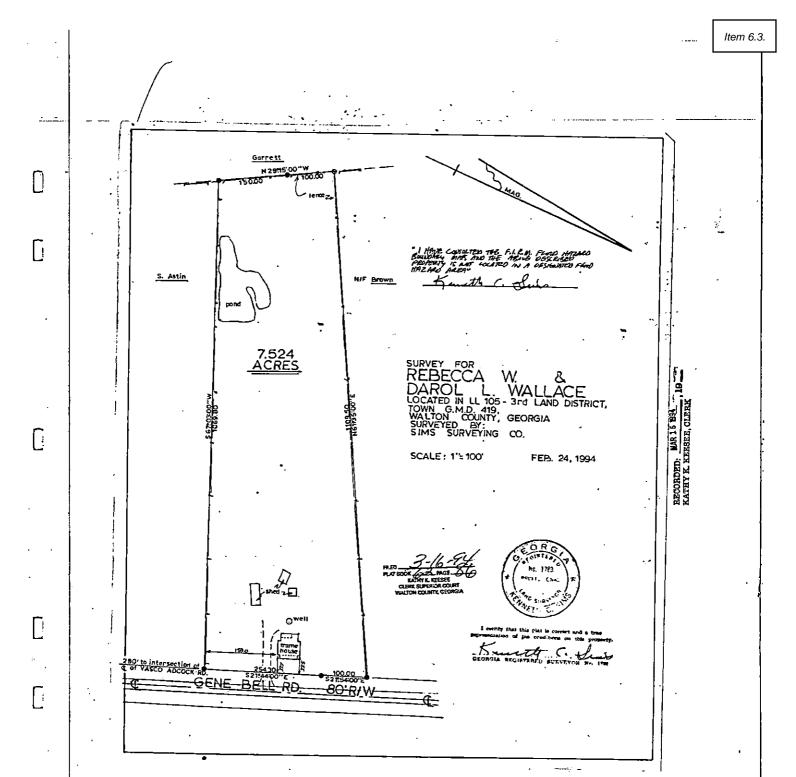
Planning Comm. Meeting Date 3-1-2025 at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2 nd Floor)				
Board of Comm Meeting Date 6-3-2025 at 6:00PM held at WC Historical Court House				
You or your agent must be present at both meetings				
Map/Parcel				
MICHELLE BROOKS MICHELLE BROOKS				
689 GENE BEIL Rd 689 GENE BEIL Rd				
MONROE CA 30655 E-mail address: CowBoyupmac (If more than one owner, attach Exhibit "A") Homa L. Com				
Phone # 404-395-1252				
Location: 689 GENEBELL Rd Requested Zoning A Acreage 7.52				
Existing Use of Property: RESIDENTIAL				
Existing Structures: House, GARAGE, BARA				
The purpose of this rezone is to Request Commercial Kennel				
LISCENSE I request Variance on Setbacks for a				
Commercial Kennel				
Property is serviced by the following:				
Public Water: North Provider: City of MonRos Well:				
Public Sewer: Septic Tank:				
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance 31 MAR 2025 \$ 350.00 Signature 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 Al Surrounding Zoning: North Al South Al East Al West Al				
Comprehensive Land Use: Neighbor hood Residential DRI Required? Y_N_				
Commission District: 6-6, Watershed:TMP				
hereby withdraw the above application				

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

<u>Provide written documentation addressing each of the standards listed below:</u>

house with dog traini	9	
Residential		
The extent to which property value coning restrictions;	es are dimini	shed by the p
NONE		
The extent to which the destruction promotes the health, safety, morals	of property	values of the
The extent to which the destruction promotes the health, safety, morals	r general wel	fare of the pub
promotes the health, safety, morals	r general wel	fare of the pub
promotes the health, safety, morals	r general wel	fare of the pub
promotes the health, safety, morals	or general wel	fare of the pub

			W .
A			
The length of time	e the property has b d development in th	een vacant as e area in the vi	zoned, considering the property of the propert
the context of fami			
N/A			



I Am REQUESTING to REQUEST a COMMERCIAL KENNEL LISENCE to STAY IN COMPLIANE With WALTEN COUNTY.

I have treen treeding for Atout 4 yrs and have

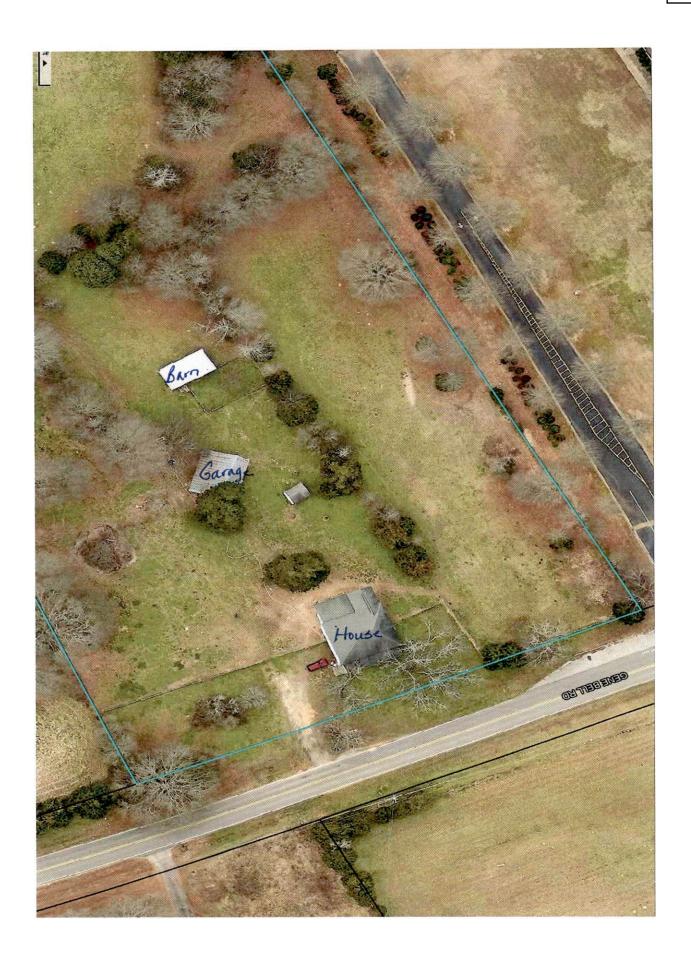
Verified with my weightors who also have animals that they are ok with me doing so.

My logs now kept in the house and are only outside to play and use the tathreom within my fenced yard.

Right NOW I HAVE 10 dap.

I Am requesting a former on the satback of the Structure since it loss not comply with the ORDINANCE

Michelle Broks



Planning and Development Department Case Information

COUNT ase Number: CU25-0157 (PJ25-0149) and Z25-0158 (PJ25-0151)

Meeting Dates: Planning Commission 05-01-2025

Board of Commissioners 06-03-2025

Applicant:

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

Current Zoning: The current zoning is A1.

Owner:

Emily Jamshedi 3461 Skyland Ridge Court Loganville, Georgia 30052

<u>Request</u>: Rezone 1.00 acre from A1 to B2 for minor auto repair and conditional use for outdoor storage and a Variance for the reduction of the transitional buffer on the easterly side from 50' to 25' with the addition of an 8' solid fence.

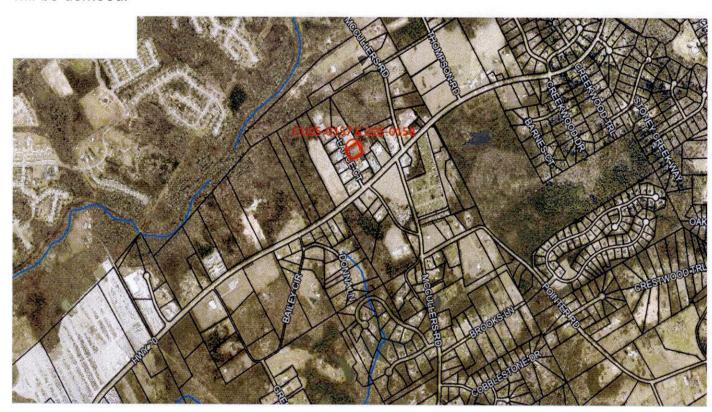
Address: 5495 Hwy 20/Lance Court, Loganville, Georgia 30052

Map Number/Site Area: C0070004

Character Area: Neighborhood Residential

District 2 Commissioner-Pete Myers Planning Commission-Chris Alexander

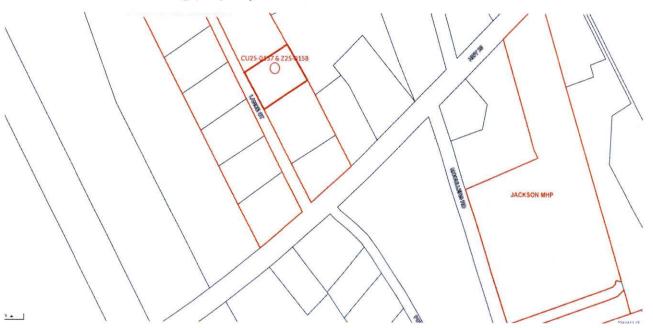
Existing Site Conditions: Property containing 1.00 acre and presently has a house on it that will be demoed.



The surrounding properties are zoned A1, B2 and B3.



Subdivisions surrounding property:



The property is in the Big Haynes Watershed.



The Future Land Use Map for this property is Neighborhood Residential.



<u>History:</u> No History

Staff Comments/Concerns:

Automotive, Minor Repair and Maintenance (20)

- A. All repair and maintenance activities shall be carried on entirely within an enclosed building.
- B. There shall be no outdoor storage.

Section 6-1-600 Outdoor Storage (20)

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

Comments and Recommendations from various Agencies:

CU25-0157 & Z25-0158-Rezone 1.00 acre from A1 to B2 for minor auto repair and conditional use for outside storage-Applicant: Michael Greenlee/Owner: Emily Jamshedi located on 5495 Hwy 20 & Lance Ct/Parcel C0070004-District 2.

<u>Public Works</u>: Public Works recommends a commercial driveway be installed when site is developed.

Sheriffs' Department: No comment received.

<u>Water Authority:</u> This area is served by an existing 8" diameter water main along Lance Court. (static pressure: 50 psi, Estimated fire flow available: 1,500 gpm @ 20 spi). No system impacts anticipated.

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

<u>Fire Department Review:</u> Impacts can include increased Hazardous Material incident and Fire Response due to vehicles in disrepair.

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

GDOT: Will not require coordination with Georgia DOT.

<u>City of Monroe:</u> No issues from City of Monroe standpoint.

PC ACTION 5/1/2025:

CU25-0157 & Z25-0158-Rezone 1.00 acre from A1 to B2 for minor auto repair and conditional use for outside storage & Variance to reduce transitional buffer on easterly side from 50' to 25'-Applicant: Michael Greenlee/Owner: Emily Jamshedi located on 5495 Hwy 20 & Lance Ct/Parcel C0070004-District 2.

Presentation: Michael Greenlee represented the case. He is from Travis Pruitt Engineering & Associates in Athens, Georgia. There is a one-acre tract of land on Lance Court that they would like to rezone from A1 to B2. Lance Court was developed around 20 years ago for commercial development. All the lots are currently zoned B2 but one is zoned B3 on the north near the cul-de-sac. He believes the developer owned all the property and this property was not rezoned at that time, and they would like to rezone the property from A1 to B2. He is also asking for a Variance from 50 ft. to 25 ft. on the easterly side and a conditional use for outside storage. He stated that there is a residential house on the property and this will be demoed. They will use this as a similar use to another property that Mr. Jamshedi owns which is outdoor storage of vehicles but first the property would be for storage then when funds become available, they will be doing minor auto repair with a single building and parking.

Chris Alexander asked if he owned another property on Lance Court and Mr. Jamshedi stated that was correct and it is the front right one as you turn into Lance Court.

Timothy Kemp asked if they were just cleaning up the vehicles and there would be no engine repair and basically you are just flipping cars and Mr. Jamshedi stated that was correct. Mr. Jamshedi stated there will be minor basic repair such as oil changes, brake pads and whatever else is minor.

Tim Hinton asked if this is for someone else or for himself and Mr. Jamshedi said that this is his business and he purchases vehicles at auction and these are high end vehicles like Ferrari's, BMW's and they fix them up.

Chris Alexander asked if there would be any inoperable vehicles stored on the property and Mr. Jamshedi stated no that they are 100% ready and functional.

Timothy Kemp said with all these high-end cars what about security and lighting and Mr. Jamshedi stated that there are 32 HP camera laser and if there is any movement after 7:00 p.m. then the alarms go off and the Sheriff's Office comes and checks the property. The property will be fenced, and the lighting is 28 - 9,000-watt LED lighting pointed on the lot.

Speaking: No one

Recommendation: Chris Alexander made a motion to recommend approval with the following conditions: 1. Fencing and evergreen around the property; 2. Proper lighting inward and downward; 3. Fencing to be kept in good repair and if the evergreens die they must be replaced in a timely manner with a second by Michelle Trammel. The Motion carried unanimously.

Rezone Application # Z25-0/58 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date <u>05-01-2025</u> at 6:00PM held at WC Historical Court House, 111 S. Broad St, Monroe, Ga (2 nd Floor)				
Board of Comm Meeting Date 06-03-2025 at 6:00PM held at WC Historical Court House				
You or your agent must be	e present at both meetings			
Map/Parcel_C0070004				
Applicant Name/Address/Phone #	Property Owner Name/Address/Phone			
Michael Greenlee	Emily Jamshedi			
1586 Mars Hill Road, Suite A	3461 Skyland Ridge Court			
Athens, GA 30677 E-mail address: mgreenlee@travispruitt.com	Loganville, GA 30052 (If more than one owner, attach Exhibit "A")			
Phone # 706-310-1551 5495 Highway 20 Location: (Lance Court), Loganville Requested 2 GA 30052 Existing Use of Property: Single Family Res				
Existing Structures: Residential House, acce	ssory buildings, garage			
The purpose of this rezone is Demolish exiting	buildings, provide temporary outdoor			
storage (conditional use in B2), and then c	onstruct a permanent building for			
automotive minor repair and maintenance				
Property is serviced by the following:				
Public Water:(available)Provider: Walton Cou	nty Well: Y			
Public Sewer: N Provider: Not Availab	ole Septic Tank: Y			
and zoning personnel to enter upon and inspect the property for Development Ordinance. Signature Public Notice sign will be place.	A STATE OF THE STATE OF T			
Office Use Only:				
Existing Zoning Al Surrounding Zonin	g: North Ba South Ba West Bash3			
Comprehensive Land Use: Neighborhand Keside	and DRI Required?			
Commission District: 2-Pete Myers Water	shed: Big Harnes TMP			
hereby withdraw the above application	Date			

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant:	Michael Greenlee			
Address:	1586 Mars Hill Road, Suite A, Athens, GA 30677			
Telephone:	706-310-1551			
Location of Property:	5495 GA Hwy 20 (Lance Court),			
	Loganville, GA 30052			
Map/Parcel Number:	C0070004			
Current Zoning:	A1	Requested Zoning: B2 (CU)	es.	
Property Owner Signa	iture	Property Owner Signature		
	and Ridge Court,	Print Name:		
Address: Loganville,	GA 30052	Address:		
Phone #: (510) 962-	4747	Phone #:		
that the information co is true and correct to the second		JEANCARLOS CUEVAS GUTIE Commission # 50214317 Notary Public, State of New Je My Commission Expires October 5, 2028		
Notary Public	Date	e Performed by means of audio-video communication	with NotaryLive.com	

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

<u>Provide written documentation addressing each of the standards listed below:</u>

Existing uses and zoning of nearby property;

North-2405 Lance Court. Signage & Graphics Zoned B2

North-2413 Lance Court. Electrical Wholesale Zoned B2

East-5449 McCullers Road. Telecommunications Tower Zoned A1

West-Lance Court Right-of-Way

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

The property is zoned A1 and was previously used as a single family residence. Within the Lance Court commercial development, the subject property-as the only non-commercial lot on Lance Court-is underutilized. The value of the commercial use exceeds that of the current residential use.

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

The existing zoning does not promote the health, safety, morals, or general welfare of the public because all of the other properties within the Lance Court development are commercial. There is no corresponding benefit to the harm done to property values because of the overwhelming nature of the commercial development of these adjacent properties.

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

The public will benefit from additional commercial options within a location already developed for commercial use. There is no benefit to the public for maintaining the residential nature of this one parcel, and it is unlikely any other owner would want to occupy this lot for residential purposes in the mist of commercial development. The hardship would be unjustified as to the current owner and would not benefit the public

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

 Subject property is 1.0 acres and, as a commercial property, will

 provide adequate space for the outdoor storage (conditional use) and
 the future automotive minor maintenance and repair land use with the
 building and required parking, septic system and stormwater facility.
- 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 Lance Court S/D took place in 2002. The subject property was reserved as a residence as A1 Zoning. Since 2002, the commercial lots (B2) on Lance Court have been developed as commercial businesses.

I. INTEDED USE

The subject property is approximately 1.017 acres of land located at 5495 Ga Highway 20 on the north side of Lance Court in unincorporated Walton County ("Property"). The Property consists of Tax Parcel C0070004. The Property is currently zoned A1 (Rural Estate District). The Property currently includes a single-family residential building with 4 accessory buildings.

This request includes the rezoning of the property from A1 to B2. Ten of the existing 12 lots on Lance Court are zoned B2, one is zoned B3 and the subject property is currently zoned A1. The requested rezoning of the Property from A1 to B2 is consistent with the zoning of the commercial subdivision.

The proposed rezone requires a transitional buffer of 50' between the Property and the A1/B2 property to the north. The A1/B2 property has a current use as a cell tower which will not benefit from the transitional zoning. A reduction from a 50' planted transitional buffer to a 25' planted transitional buffer with an opaque fence has been proposed.

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

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

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

A future development of the site will include a use allowed within the B2 zoning. At the time that the property is redeveloped, construction and building plans will be submitted for review.

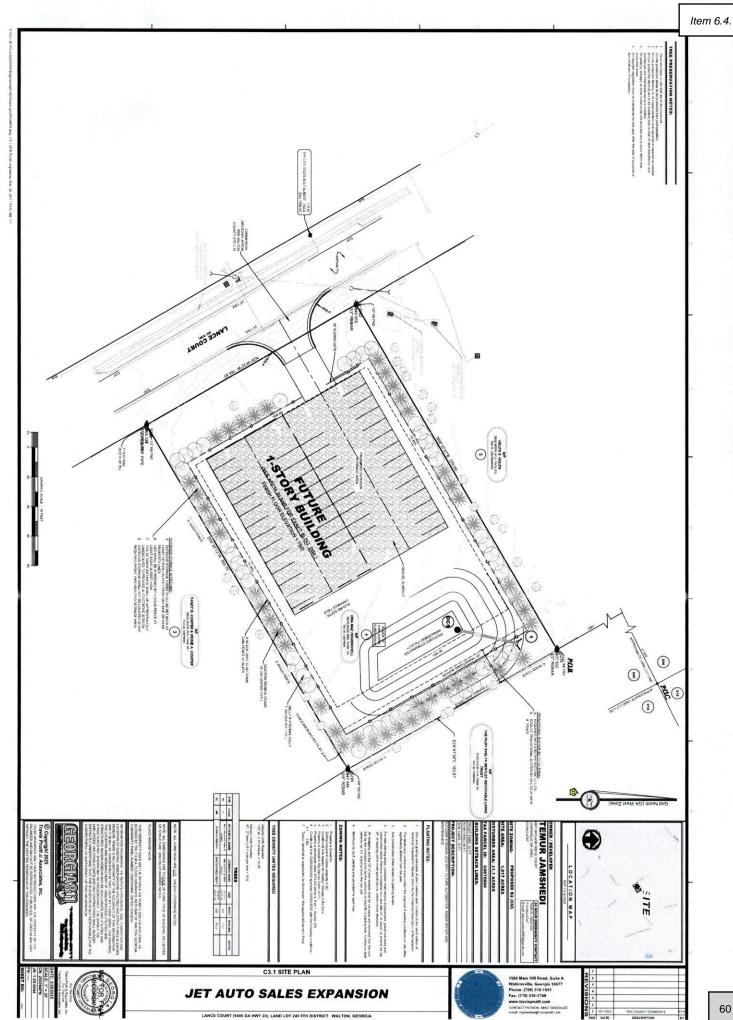
Applicant's requested Rezone of the property from A1 to B2 with a Conditional Use of the Property should be approved as the proposed improvements are in accordance with the supplemental standards set forth in the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County Georgia. Applicant's proposed use is consistent with the vision for the County's future development and Character Area Map as presented in the Comprehensive Plan as adopted on June 7, 2022. The B2 zoning is compatible with the Neighborhood Residential character area and the commercial land use is determined to be an appropriate land use. The proposed land use will support a local business located on Lance Court. Additionally, the development will comply with all zoning and development regulations-including for B2 properties. For all of these reasons and satisfaction of the zoning criteria, Applicant respectfully requests that a conditional use of the Property be approved by Walton County.

II. CONCLUSION

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

Sincerely,

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



Item 6.4.

Conditional Use Application #_ (1635-0157

Planning Comm. Meeting Date 6-01-20-26:00PM held at WC Historical Court House-111 S Broad Street, Monroe, Ga (2nd Floor)

Board of Comm Meeting Date 06-03-3445 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 C0070004 Applicant Name/Address/Phone # Property Owner Name/Address/Phone Michael Greenlee **Emily Jamshedi** 3461 Skyland Ridge Court 1586 Mars Hill Road, Suite A Athens, GA 30677 Loganville, GA 30052 (If more than one owner, attach Exhibit "A") E-mail: mgreenlee@travispruitt.com Phone # (510) 962-4747 Phone # 706-310-1551 Location 5495 GA Hwy 20 (Lance Court), Present Zoning A1 Acreage 1.017 Loganville, GA 30052 Existing Use of Property: Single Family Residential Existing Structures: 1 Primary and 4 Accessory Structures Property is serviced by: Walton County (Available on Provider: Lance Court) Public Water: N/A Provider: Not Available Septic Tank: Y Public Sewer: N/A The purpose of this conditional use is: To provide outdoor storage.

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. 3/27/2025

Signature

\$ 350.00

Fee Paid

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

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning

Surrounding Zoning: North

Comprehensive Land Use: Neighborhood Residential

Commission District: 2-Pete Myes Watershed:

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant:	Michael Greenlee				
Address:	1586 Mars Hill Road, Suite A, Athens, GA 30677				
Telephone:	706-310-1551				
Location of Property:	5495 GA Hwy 20 (Lance Court),				
	Loganville, GA 30052				
Map/Parcel Number:	C0070004				
Current Zoning:	A1	Req	uested Zoning: B2 (CU)		
Property Owner Signa	iture	Property O	wner Signature		
Print Name: Emily Ja	ımshedi and Ridge Court,	Print Name	•		
Address: Loganville		Address:			
Phone #: (510) 962-	4747	Phone #:			
that the information co	efore me and who swear ontained in this authoriza he best of his/her knowle	ation	JEANCARLOS CUEVAS GUTIERREZ Commission # 50214317 Notary Public, State of New Jersey My Commission Expires		
Seancatos.		1/2025	October 5, 2028		
Notary Public	Date		Performed by means of audio-video communication with Notary Live.com		

Standard Review Questions:

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

Conditional Use Permit Criteria

- 1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.
 - An 8' high solid fence shall be installed in order to screen adjacent properties from the proposed outdoor storage. The outdoor storage also falls within the appropriate setbacks in accordance with the Walton County Comprehensive Land Development Ordinance. An administrative reduction of the required 50' transitional buffer between the proposed B2 zone and the A1/B2 zoned property to the north is proposed. The proposed reduction will be 25' of planted width with an opaque fence with a height of 8'. The adjacent property currently has a cell tower located on the property.
- 2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.
 - A concrete apron will be added as an access to enter and exit the proposed outdoor storage. There will be no impacts that would hinder or endanger vehicular or pedestrian movement.
- Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.
 - All proposed site elements were designed in accordance with the Walton County Comprehensive Land Development Ordinance.
- 4. Public facilities and utilities are capable of adequately serving the proposed use.
 - Public water and sewer are not needed to serve the proposed outdoor storage. However, Walton County water is available to serve the site. The future redevelopment of the site will utilize Walt County water and a septic system for sewerage.
- 5. The proposed use will not adversely affect the level of property values or general character of the area.
 - The subject property is surrounded by properties of similar use, therefore the proposed use will not affect the level of property values or general character of the area. In addition, the proposed screening fence will provide an additional layer of protection for adjacent properties.

Letter of Intent

Walton County
Rezone and Conditional Use Application
Applicant:
Jet Auto Sales
c/o Travis Pruitt & Associates
Property:
+/- 1.017 acres at 5495 GA Hwy 20 (Lance Court)

Submitted for Applicant by:

Michael Greenlee, PE
TRAVIS PRUITT & ASSOCIATES
1586 Mars Hill Road
Watkinsville, Georgia 30677
706.310.1551
mgreenlee@travispruitt.com

I. INTEDED USE

The subject property is approximately 1.017 acres of land located at 5495 Ga Highway 20 on the north side of Lance Court in unincorporated Walton County ("Property"). The Property consists of Tax Parcel C0070004. The Property is currently zoned A1 (Rural Estate District). The Property currently includes a single-family residential building with 4 accessory buildings.

This request includes the rezoning of the property from A1 to B2. Ten of the existing 12 lots on Lance Court are zoned B2, one is zoned B3 and the subject property is currently zoned A1. The requested rezoning of the Property from A1 to B2 is consistent with the zoning of the commercial subdivision.

The proposed rezone requires a transitional buffer of 50' between the Property and the A1/B2 property to the north. The A1/B2 property has a current use as a cell tower which will not benefit from the transitional zoning. A reduction from a 50' planted transitional buffer to a 25' planted transitional buffer with an opaque fence has been proposed.

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

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

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

A future development of the site will include a use allowed within the B2 zoning. At the time that the property is redeveloped, construction and building plans will be submitted for review.

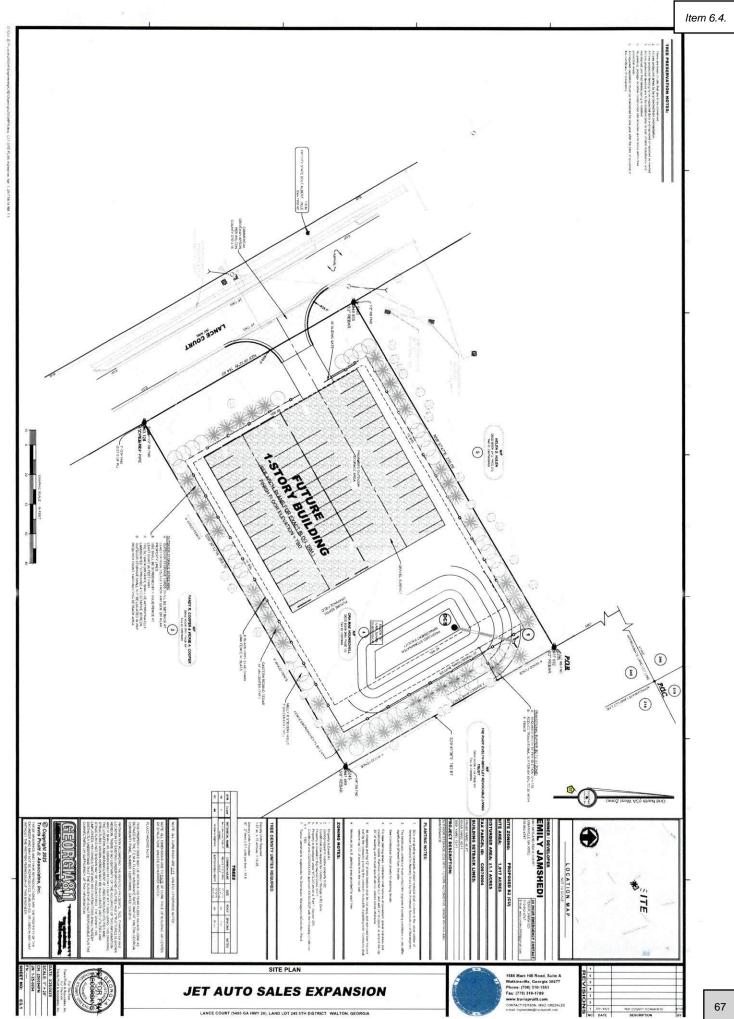
Applicant's requested Rezone of the property from A1 to B2 with a Conditional Use of the Property should be approved as the proposed improvements are in accordance with the supplemental standards set forth in the Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County Georgia. Applicant's proposed use is consistent with the vision for the County's future development and Character Area Map as presented in the Comprehensive Plan as adopted on June 7, 2022. The B2 zoning is compatible with the Neighborhood Residential character area and the commercial land use is determined to be an appropriate land use. The proposed land use will support a local business located on Lance Court. Additionally, the development will comply with all zoning and development regulations-including for B2 properties. For all of these reasons and satisfaction of the zoning criteria, Applicant respectfully requests that a conditional use of the Property be approved by Walton County.

II. CONCLUSION

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

Sincerely,

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



AN ORDINANCE OF WALTON COUNTY, GEORGIA OA25-0159 (PJ25-160)

AN ORDINANCE TO AMEND the Walton County Land Development Ordinance adopted 5-3-16 and amended as per attached errata dated 04/01/2025.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, and it hereby ordained by the authority of the same, following a duly held and advertised Public Hearing by the Walton County Planning Commission and the Walton County Board of Commissioners to amend the Walton County Land Development Ordinance adopted 5-3-16, as amended as per errata sheet dated 04/01/2025.

Amendment #1 - Chapter 18 Article II Occupation Taxes, Section 18-33 to remove the amount of the "fee"

Amendment #2 - Amendment to Chapter 18 Article III to remove Fee amount.

Amendment #3 – Article 5 Part 5-1, Section 5-1-100 Personal Care Services

Amendment #4 – Section 6-1-110 Airstrip, Helipad Private (9)

Amendment #5 – Section 4-2-170 Cornish Creek, Beaver dam Creek Watershed & Hard Labor Creek Overlay Protection District (W-P2)

Approved by the Walton County Board of Commissioners on this 3rd day of June, 2025.

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

Attest:

Rhonda Hawk, County Clerk Board of Commissioners Walton County, Georgia Charles Ferguson County Attorney Walton County, Georgia

PC ACTION 5/1/2025:

1. OA25-0159 – Amendments to the Walton County Land Development Ordinance as per Amendment sheet dated 4/1/2025.

Amendment #1 – Chapter 18 Article II Occupation Taxes, Section 18-33 to remove the amount of the "fee".

Amendment #2 – Amendment to Chapter 18 Article III to remove fee amount. We are amending the code to remove all fee amounts and referring fees to the fee schedule as adopted by the Board of Commissioners.

Amendment #3 – Article 5 Part 5-1, Section 5-1-100 Personal Care Services This amendment is to add Personal Care Services which are currently not listed in the ordinance.

Amendment #4 – Section 6-1-110 Airstrip, Helipad Private (9) We are amending the code to remove all fee amounts and referring fees to the fee schedule as adopted by the Board of Commissioners.

Amendment #5 – Section 4-2-170 Cornish Creek, Beaver dam Creek Watershed & Hard Labor Creek Overlay Protection District (W-P2) This amendment is to require subdivision developments to comply with the OSC guidelines except lot size and density.

<u>Presentation:</u> Kristi Parr presented the 5 Amendments to the Board at one time per their request.

Speaking: No one

<u>Recommendation:</u> John Pringle made a motion to recommend approval as submitted and was seconded by Timothy Kemp. The Motion carried unanimously.

Sec. 18-33. Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations.

- (a) An occupation tax based upon number of employees is levied upon businesses and practitioners of professions and occupations that either:
 - (1) Have one or more locations or offices within the unincorporated part of the county; or
 - (2) Are out-of-state businesses or practitioners with no location or office in the unincorporated part of the county but:
 - Have one or more employees or agents who exert substantial efforts within the unincorporated part of the county for the purpose of soliciting business or serving customers or clients; or
 - Own personal or real property which generates income and which is located in the unincorporated part of the county.
- (b) The occupation tax is levied based on the number of employees of the business or practitioner together with a flat fee. For occupation tax purposes, the number of employees of the business or practitioner shall be the sum of the number of full-time employees and the number of full-time position equivalents, with full-time employees being employees who works 40 hours or more weekly and full-time position equivalents being the sum of the average weekly hours of employees who work less than 40 hours divided by 40. With respect to businesses or practitioners with no location or office in Georgia, only those employees engaged in substantial efforts within Georgia shall be counted by the county for occupation tax purposes.
- (c) The occupation tax is levied in accordance with the following schedule: \$75.00 flat fee + \$10.00 per employee.
- (c) The occupation tax is levied in accordance with the fee schedule as adopted by the Board of Commissioners.
- (d) In the event a business or practitioner commences business on or after July 1 in any year, the occupation tax for that year shall be 50 percent of the tax due, except that a practitioner of a profession or occupation listed in O.C.G.A. § 48-13-9(c)(1)—(18) who elects as his or her occupation tax the amount described in section 18-34 shall receive no reduction in such amount.
- (e) A business or practitioner that is subject to occupation tax by more than one local government in Georgia shall only be subject to occupation tax by the county for the number of employees who are employed within the unincorporated part of the county. This limitation shall only apply when the business or practitioner has provided to the county satisfactory proof of current payment of the occupation tax of the other local government(s). Additionally, an employee who works for the same business or practitioner in more than one city or county shall be counted by the county for occupation tax purposes only if the employee works for the longest period of time within the calendar year in the unincorporated part of the county.
- (f) A business or practitioner with no location or office in Georgia shall only be required to pay occupation tax to the county if it is the local government in Georgia where the largest dollar volume of business is done or service is performed by such business or practitioner. This limitation shall only apply when the business or practitioner has provided to the county satisfactory proof of the applicability of this subsection. Additionally, if a business or practitioner with no location or office in Georgia provides to the county proof of payment of a local business or occupation tax in another state that purports to tax the business's or practitioner's sales or services in this state, then the business or practitioner shall be exempt from this occupation tax.

(Ord. of 7-1-14, § 1)

Chapter 18 Article III FORTUNETELLING, PHRENOLOGY, ASTROLOGY, CLAIRVOYANCE, PALMISTRY AND KINDRED PRACTICES

Sec. 18-91. Findings.

Under the provisions of O.C.G.A. § 36-1-15, the board of commissioners has the authority to regulate and tax the practice of fortunetelling, palmistry and kindred practices, and over the past year a tax of \$500.00 per year has been placed on such professions by the county and the board of commissioners is desirous of continuing the regulation and taxation of such professions.

(Ord. No. 80 4, 10 7 1980)

Replace with:

Sec. 18-91. Findings.

Under the provisions of O.C.G.A. § 36-1-15, the board of commissioners has the authority to regulate and tax the practice of fortune telling, palmistry and kindred practices. A yearly occupation tax as indicated in the fee schedule has been placed on such professions by the county and the board of commissioners is desirous of continuing the regulation and taxation of such professions.

(Ord. No. 80-4, 10-7-1980)

Amendment to Article 5 Part 5-1, Section 5-1-100 to add the following Permitted Uses:

8121 Personal Care Services
Allowed by right in OI, B1, B2 and B3

Examples of Personal Care Services include Hair, Nail and Skin Care Services, Barber Shops, Beauty Salons, Nail Salons, Diet and Weight Reducing Centers, astrology, bail bonding, fortune-telling, palm reading, party planning, personal chef and many others as outlined in the NAICS (North American Industry Classification System)

Section 6-1-110 Airstrip, Helipad Private (9)

Delete:

All existing landing strips and helipads shall apply for a license to be reviewed and considered by the Planning and Development Department to be approved as a legal non-conforming use prior to January 1, 2025. A license fee of seventy-five (\$75.00) per year will be required. Renewal notices will be sent out each year.

Replace with:

All existing landing strips and helipads shall apply for a license to be reviewed and considered by the Planning and Development Department to be approved as a legal non-conforming use prior to January 1, 2025.

Annual Fee:

An annual license fee as indicated in the "Fee Schedule" will be required. Renewal notices will be sent out each year.

Section 4-2-170 Cornish Creek, Beaver dam Creek Watershed & Hard Labor Creek Overlay Protection District (W-P2)

E. Development Regulations

In the W-P2 Watershed Protection District, all requirements relating to the development of a site shall be those that apply to the underlying Land Development District as required by this Ordinance, except where the provisions of this District differ or are more restrictive than the development regulations applying to the underlying Land Development District or contained elsewhere in this Ordinance.

- 1. Minimum Lot Area (non-residential subdivision)
 - a. The minimum lot size shall be two (2) acres.
 - b. Minimum house size shall comply with the underlying zoning.
- Residential Subdivision Developments shall be allowed in the A1, A2 and R1 zoning districts in accordance with the Section 4-2-120 Open Space Conservation Development Overlay District with the minimum lot sizes as follows:
 - a. The minimum lot area shall be one (1) acre with a density of one (1) lot per two (2) acres for lots served by septic tanks.
 - b. Lot serviced by public sewer shall be allowed to have a density of one (1) lot per one (1) acre.
 - c. Minimum House size shall be one thousand eight hundred (1,800) square feet.

3. Open Space or Green Space

- a. Required open space: It is the intent of these regulations that open space be unsubdivided and comprised of contiguous buildable and non buildable lands. Land so designated as open space shall be in a location and configuration that relates to the ultimate purpose of the open space (i.e., outdoor recreation, landscape protection, habitat protection, etc.) Development should be designed around these natural features.
- b. Not less than twenty five percent (25%) of the total area of the tract of land to be developed shall be dedicated as open space.
- 6. No more than fifty percent (50%) of the required open space may be in land that is located in a floodplain, wetlands, utility easements, slopes greater than twenty-five percent (25%) or other non-buildable land.
- d. Fifty percent (50%) of the required open space shall contain or provide minimum thirty (30) units per acre, as defined in Article 12 Tree Preservation.
- e. Rights of way for streets shall be excluded from land considered for open space.
- f. If the development is to be built in phases, one hundred percent (100%) of the open space of the entire development must be shown on the first Phase.
- g. Ownership of the Open Space: Open Space shall be dedicated by recorded deed to a mandatory homeowners association.
- Residential developments serviced by public sewer shall be allowed in the R1 RND Overlay District as follows:
 - Density: The density shall be two (2) lots per one (1) acre.

F. Impervious Surface

Created: 2025-02-07 11:40:06 [EST]

Amendment #5 to amend Section 4-2-170 to require subdivision developments to comply with the OSC guidelines except lot size and density.

The maximum permitted impervious surface area, including all public and private structures, utilities or facilities within the watershed shall be twenty-five percent (25%) or existing, if greater than twenty-five percent (25%). No buildings, pavement, patios or other impervious surface shall be constructed within the greenway or setback areas of any perennial stream or water impoundment established in this District, except as otherwise provided in this District.

G. Septic Tank Construction

Septic tanks and septic tank drain fields are prohibited within the greenway or setback areas of any perennial stream or water impoundment as established under this District.

H. Public Utilities

Utilities shall be exempt from the above greenway and setback provisions in accordance with the following conditions if the utilities to be located in the greenway or setback areas cannot feasibly be located outside these areas:

- a. The utilities shall be located as far from the stream bank or water impoundment as reasonably possible.
- b. The installation and maintenance of the utilities shall be such to protect the integrity of the greenway and setback areas as best as reasonably possible using watershed best management practices to the greatest extent practical.

i. Roadways

Roadways, bridges and drainage structures may encroach upon required greenways and setbacks where such structures are necessary to provide access. Such roadways and bridges shall cross-streams perpendicularly where reasonably possible. The number of such stream crossings and associated structures shall be minimized to the greatest extent possible.

J. Stormwater Management

- With the exception of an individual single-family residential lot, all development sites and subdivisions shall provide storm water detention in accordance with the requirements of Article 11 of this Ordinance.
- 2. If a subdivision (residential or nonresidential) project is provided with an on-site storm water detention facility, a property owner's association shall be established for its ownership and maintenance. The association bylaws shall be recorded concurrently with the recording of a final subdivision plot. The association bylaws shall include the following provisions:
 - a. Automatic (mandatory) membership of all purchasers of lots therein and their successors; and
 - Conditions and timing of transferring control of the association from the developer to the lot owners shall be specified which shall not exceed four (4) years from the date of recording of the Final Plat of the subdivision; and
 - Responsibility for maintenance, insurance and taxes; and
 - d. Sharing: of the costs of maintenance among the lot owners with shares defined by the association bylaws; and
 - e. Authority to place liens on the real property of members who fail to pay their dues or assessments; and
 - f. Prohibition on the dissolution of the association without the approval of the Board of Commissioners.

Crested: 2025-02-07 11:40:06 [EST]

K. Limitation on Variances

Variances from the provisions of the W-P2 Watershed Protection Overlay District are prohibited except as follows:

1. Lots of Record

All lots or parcels of record as of the effective date of this amendment and all lots or parcels that are shown on a preliminary plat approved by the County prior to the effective date of this amendment, that are made unbuildable by the stream or water impoundment greenway or setback provisions of this District, may still be developed on a case by case basis. Requests for development of these lots shall be made to the Director of Development as Administrative Variances. If development is allowed, the minimum possible impervious surface and maximum setback and greenway width, given the configuration of the lot; shall be maintained.

- 2. Nonconforming Lots, Buildings and Uses
 - Nonconforming lots, buildings and uses shall be governed by the provisions of Article 13, Non-Conforming Situations.
- 3. Variances shall not be required for encroachments into watershed buffers within a stream mitigation plan provided that EPD and the US Army Corp of Engineers have granted a variance or allowed an encroachment into the minimum state tributary buffer.
- L. Hard Labor Creek Reservoir Management

Management of recreational usage, maintenance of natural and cultural resources and other public and non-public activities within the Hard Labor Creek reservoir, including greenways, shall be governed by the Hard Labor Creek Reservoir Management Plan.

M. Cornish Creek Reservoir Management

Management of recreational usage, maintenance of natural and cultural resources and other public and non-public activities within the Cornish Creek reservoir, including greenways, shall be governed by the Reservoir Management Plan of Cornish Creek Reservoir Lake Varner of 2004.

(3-2-2004; 2-6-2007; 7-6-2021)

Walton County Department Agenda Request

Department Name: **Planning and Development**

Department Head/Representative: Kristi Parr

Meeting Date Request: June 3, 2025

Has this topic been discussed at past meetings? No

If so, When?

TOPIC: Right of Way Acceptance

Wording For Agenda: Right of Way Acceptance for the record for the following Subdivison:

Arrington Woods

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

*What action are you seeking from the Commissioners? **Board Approval**

Department Comments/Recommendation: N/A

Additional Documentation Attached? Yes Plat Attached

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

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

Date forwarded to County Attorney: N/A

Has the County Attorney review been completed? N/A

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

Approved in current budget?**N/A**Budget information attached? **N/A**

Comments: N/A

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

05-02-2025 08:41 AM CLERK OF SUPERIOR COURT

Walton COUNTY

THIS BOX RESERVED FOR

Final Plat

Arrington Woods (F.K.A The Estates at Snows Mill)

Land Lots 219 & 220 - 3rd District -Walton County, Georgia

Tax Parcels: C1790044 & C1790044A00

Zoned: R1

SN: 6340F00404 ROVER 6340F00685 BASE

NETWORK: TRIMBLE VRS NOW RTK GNSS CALCULATED PLAT CLOSURE: 1 FOOT IN 388,580 FEET HORIZONTAL & VERTICAL DATUM:

HORIZONTAL: NORTH AMERICAN DATUM OF 1983 (2011) GEORGIA STATE VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988, ORTHOMETRIC HEIGHTS WERE COMPUTED USING GEOID 18. UNIT OF MEASUREMENT IS U.S. SURVEY FOOT. DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.

SITE ZONING: R1 WITH CONDITIONS (REZONE CASE Z20110015,

AUGUST 01, 2023) SEE PAGE THREE FOR ZONING RESOLUTION.

FIELD DATA

DATE OF FIELD SURVEY: 02-14-2025

ELECTRONIC TOTAL STATION AND RTK GPS

- 3. NUMBER OF UNITS: 55
- 4. DENSITY: 1.55 UNITS/ACRE 5. TOTAL AREA OF LOTS: 3,000,299 S.F. OR 68.88 AC
- 6. AREA WITHIN RIGHT-OF-WAY: 343,364 S.F. OR 7.88 AC
- 7. COMMON AREA: 192,773 S.F. OR 4.43 AC 8. TOTAL AREA OF DETENTION POND LOTS: 187,259 S.F. OR 4.29 AC

PROJECT STANDARDS FRONT: 40 FEET

- REAR: 40 FEET MINIMUM LOT SIZE: 1 ACRE
- MINIMUM LOT FRONTAGE: 150 FEET . MINIMUM LOT WIDTH: 150 FEET MINIMUM LOT FRONTAGE FOR CUL-DE-SAC LOTS: 40 FEET MINIMUM LOT WIDTH FOR CUL-DE-SAC LOTS: 50 FEET

MINIMUM HOUSE SIZE (1-STORY): 2,200 SF MINIMUM HOUSE SIZE (2-STORY): 2,400 SF

. CONSTRUCTION PLANS FOR THE ESTATES AT SNOWS MILL BY SULLINS ENGINEERING, LLC. DATED 01-18-24.

SNOWS MILL PARTNERS LLC 600 SOUTH PERRY STREET LAWRENCEVILLE, GEORGIA 30046

MR. KRIS PRICE 404-925-2849 EMAIL: KPRICE OVISIONHOME CRAFTERS. COM

24-HOUR CONTACT

SNOWS MILL ROAD, LLC 5550 GOLF CLUB DRIVE

BRASELTON, GA 30517 PH: 770-694-2111 ENGINNER

SULLINS ENGINEERING, LLC 302 WEST MAY STREET WINDER, GEORGIA 30680

PHONE: 678-687-6219 SURVEYOR

KEYSTONE LAND SURVEYING, INC. 262 WEST CROGAN STREET LAWRENCEVILLE, GEORGIA 30046 PHONE: 770-545-8700

CERTIFICATION OF APPROVAL FOR RECORDING:

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE WALTON COUNTY LAND DEVELOPMENT ORDINANCE, AND IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF

DIRECTOR, WALTON COUNTY PLANNING AND DEVELOPMENT

CERTIFICATE OF HEALTH DEPARTMENT

THE LOTS SHOWN HEREON HAVE BEEN REVIEWED BY THE WALTON COUNTY HEALTH DEPARTMENT AS NOTED ON EACH LOT OF THE PLAT AND PLAT LEGEND. THIS REVIEW WAS BASED ON INFORMATION SUBMITTED BY OTHER PROFESSIONALS AND ANY SUPPLEMENTARY INFORMATION PROVIDED THEREIN. EACH LOT MUST BE REVIEWED AND APPROVED FOR ON-SITE SEWAGE MANAGEMENT SYSTEM PLACEMENT PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT.

ENGINEER CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS SUBDIVISION HAS BEEN CONSTRUCTED ACCORDING TO THE CONSTRUCTION PLANS AND SPECIFICATIONS APPROVED BY WALTON COUNTY, INCLUDING THE ENTIRE STORM WATER DRAINAGE SYSTEM (STORM DRAIN PIPES AND STRUCTURES, DETENTION FACILITIES, PONDS, DAMS, DITCHES, ETC.)

NO PORTION OF THE SUBDIVISION LIES IN A GROUNDWATER RECHARGE AREA, PURSUANT TO RULES OF THE GEORGIA DEPT OF NATURAL RESOURCES, EPD CHAPTER 391-3-16.01

THERE ARE NO PERENNIAL STREAMS WITHIN OR IMPACTED BY THE SUBDIVISION THAT ARE UPSTREAM OF A WATER SUPPLY RESERVOIR, PURSUANT TO THE RULES OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, EPD, CHAPTER 391-3-16.02

FINAL SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN, AND THAT THE VERTICAL AND HORIZONTAL ALIGNMENT OF THE ROAD OR ROADS SHOWN HEREON ARE IN COMPLIANCE WITH THE WALTON COUNTY LAND DEVELOPMENT ORDINANCE.

CERTIFICATE OF WATER SYSTEM PROVIDER

THE WATER SYSTEM HAS BEEN INSTALLED TO OUR CURRENT STANDARDS AND WILL BE MAINTAINED BY OUR EMPLOYEES.

OWNERS ACKNOWLEDGEMENT OF DEDICATION OF PUBLIC STREETS

I (WE), SNOWS MILL PARTNERS LLC, THE OWNER(S) OF THE LAND SHOWN ON PLAT AND WHOSE NAME IS SUBSCRIBED HERETO. ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND THAT ALL COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID. I (WE) HEREBY CONVEY ALL STREETS AND RIGHT-OF-WAY SHOWN HEREON IN FEE SIMPLE TO WALTON COUNTY AND FURTHER ADOPT THIS PLAN OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING SETBACKS.

THE MAINTENANCE OF ALL STORM WATER MANAGEMENT AND DRAINAGE FACILITIES LOCATED OUTSIDE OF THE DEDICATED RIGHTS-OF-WAY WILL BE THE RESPONSIBILITY OF THE HOME OWNER'S ASSOCIATION.

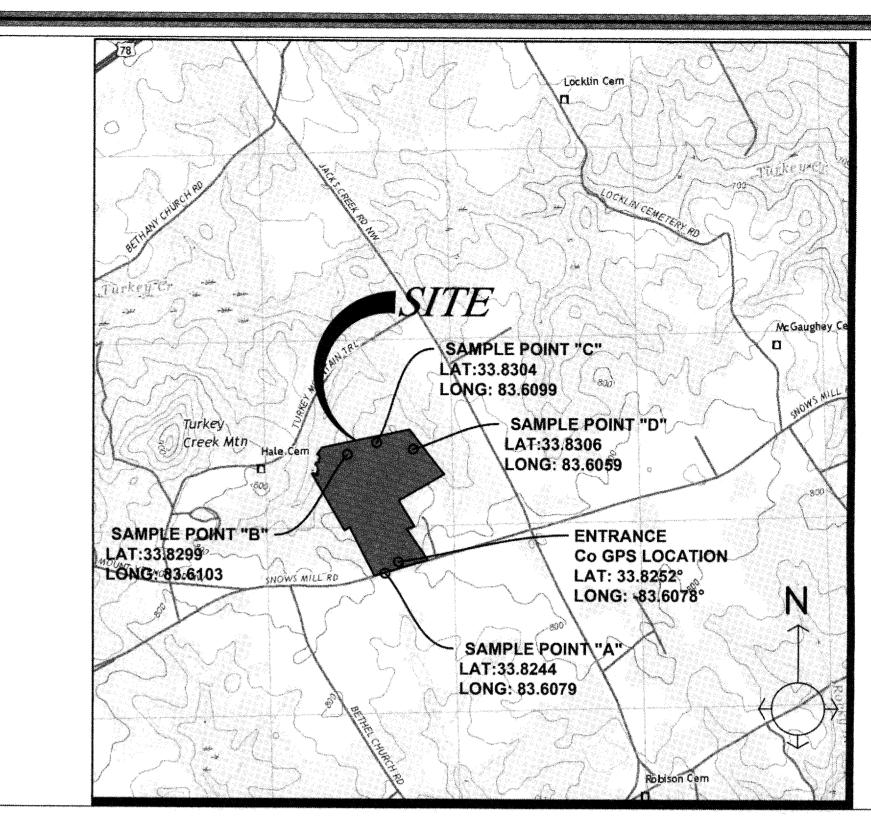
COVENANTS FOR THIS SUBDIVISION HAVE BEEN RECORDED IN DEED BOOK 5584, PAGE 1936, THE OPEN SPACE AND OTHER COMMON AREAS OF THIS SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

STORM WATER MAINTENANCE AGREEMENT RECORDED IN DEED BOOK 5420, PAGE 303-305

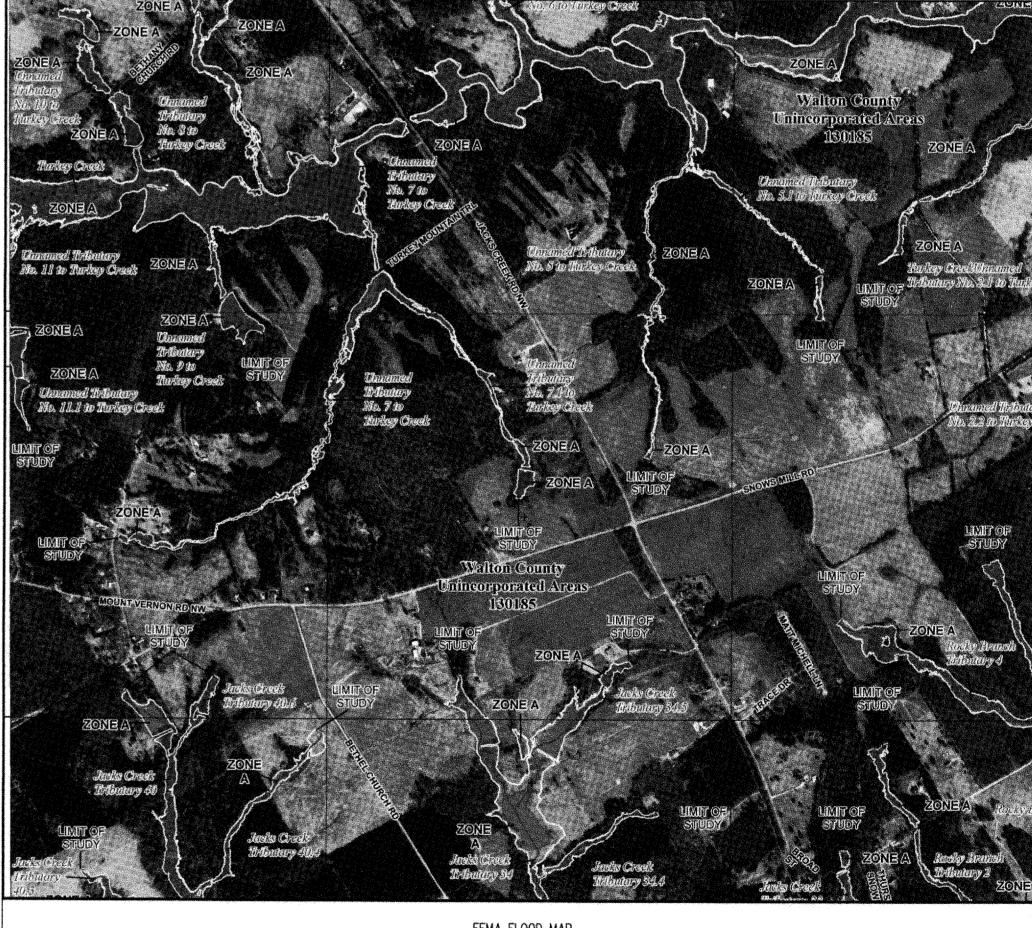
CERTIFICATION OF WALTON COUNTY FIRE DEPARTMENT

THE WATER SYSTEM HAS BEEN INSTALLED. FIRE HYDRANTS HAVE BEEN INSTALLED ACCORDING TO COUNTY REGULATIONS

WALTON COUNTY FIRE DEVELOPMENT



VICINITY MAP (NOT TO SCALE)



FEMA FLOOD MAP FLOOD HAZARD AREA EXIST ON SITE AS PER FIRM COMMUNITY PANEL NO. 13297C0155E, DATED 12/15/2022

GRAPHIC SCALE - IN FEET

4 4.23.25 ADDRESSED COUNTY COMMENTS

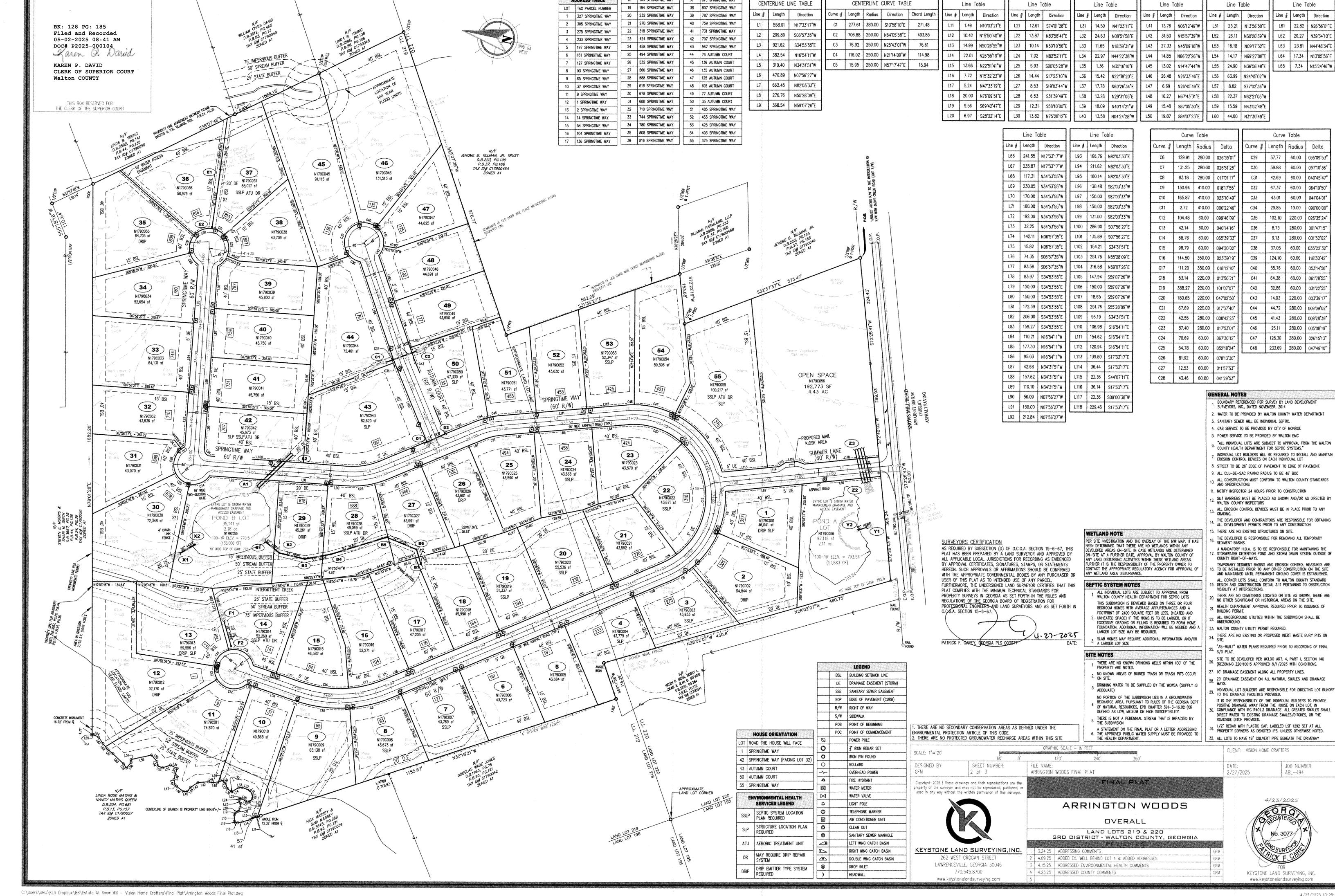
770.545.8700

www.keystonelandsurveying.com

SCALE: N/A		GRAPI	IIU SUALE - IN FI	da!	CLIENT: VISION HOME CRAFTERS				
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DESIGNED BY:	SHEET NUMBER:	FILE NAME:	WOODS FINAL P	II AT			DATE:	JOB NUMBER:	
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KEYSTONE LAND	SURVEYING, INC.	1 3.24.25	ADDRESSING CO	MMENTS		GFM	1/1/2/20	URVE	
262 WEST CR	ROGAN STREET	2 4.09.25	ADDED EX. WELL	BEHIND LOT 4 &	ADDED ADDRESSES	GFW	XXXQX	(F.S)	
LAWRENCEVILLE,	GEORGIA 30046	3 4.15.25	ADDRESSED ENV	TROONMENTAL HEAL	TH COMMENTS	GFM		COD	

KEYSTONE LAND SURVEYING, INC.

. www.keystonelandsurveying.com



18 164 SPRINGTIME WAY

ADDRESS TABLE

37 815 SPRINGTIME WAY

BK: 128 PG: 186
Filed and Recorded
05-02-2025 08:41 AM
DOC# P2025-000104

Xaen O. David

KAREN P. DAVID
CLERK OF SUPERIOR COURT
Walton COUNTY

THIS BOX RESERVED FOR THE CLERK OF THE SUPERIOR COURT

After Recording, Return To: McLain & Merritt, P.C. 3445 Peachtree Road NE, Suite 500 Atlanta, GA 30326

PARCEL ID: C1790044, C1790044A00

Order No.: 24-1308CM

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made this 5th day of August, 2024, between Snows Mill Road, LLC, a Georgia limited liability company, as party or parties of the first part, hereinafter called Grantor, and Snows Mill Partners LLC, a Georgia limited liability company, as party of the second part, hereinafter called Grantee.

LIMITED WARRANTY DEED

BK:5515 PG:381-384

Filed and Recorded Aug-07-2024 09:49 AM

DOC# 2024 - 008365

Paid: \$ 3190.00

1472024003059

KAREN P DAVID

Real Estate Transfer Tax

WALTON COUNTY, GA

Participant ID: 0013912291

CLERK OF SUPERIOR COURT

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH

Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED:

TOGETHER WITH all rights, members, structures, easements, alleys, ways, appurtenances, improvements, chattels, timber, shrubbery, trees, plants, fixtures, privileges, tenements or hereditaments.

SUBJECT ONLY to those matters set forth and described on <u>Exhibit "B"</u>attached hereto and incorporated herein by reference (hereinafter referred to as the "Permitted Exceptions"), incident or appurtenant thereto (hereinafter referred to collectively as the "Property").

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

BK:5515 PG:382

IN WITNESS WHEREOF, Grantor has executed this instrument by and through its duly authorized Member(s) and/or Manager(s) with the Corporate Seal affixed thereto on this 5th day of August, 2024.

Signed, sealed and delivered in the presence of:

Unofficial Winess

Notary Public
My Commission Expires: 7-4-2026

Snows Mill Road, LLC, a Georgia limited liability company

BY: (SEAL)

Kenneth W. Gary, Manager



BK:5515 PG:383

EXHIBIT "A"
Legal Description

All that tract or parcel of land lying and being in Land Lots 219 and 220 of the Mountain District, Walton County, Georgia, containing 85.484 acres, more or less, as pe plat of survey prepared for Ashbury 23, LC by Land Development Surveyors, Inc., certified Lee Jay Johnson, Georgia Registered Land Surveyor No. 2846, recorded in Plat Book 110, Page 73, Walton County, Georgia, which plat is incorporated herein and made a part hereof.

Subject Property Address:

0 & 3430 Snows Mili Road, Monroe, GA 30655

BK:5515 PG:384

EXHIBIT "B"
(Permitted Exceptions)

General and special taxes and assessments for 2024 and subsequent years, not yet due and payable.

- Walton County Stormwater Facility Maintenance Agreement recorded in Book 5420, Page 303,
- 2. Matters appearing on Plats recorded in Plat Book 8, Page 83; and Plat Book 110, Page 73, Walton County, Georgia records, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, ancestry, or source of income, as set forth in applicable state of federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- All matters shown on Plat recorded in Plat Book 127, Page 74, Walton County, Georgia records.

303 South Hammond Dr. Suite 98 Monroe, Georgia 30655



770-267-1485 770-267-1407 FAX

WALTON COUNTY PLANNING AND DEVELOPMENT DEPARTMENT

*** ENGINEER'S CERTIFICATE ***

AS-BUILT STORMWATER MANAGEMENT FACILITY

a registered professional engineer in the State of Georgia, hereby certify with my signature and seal that the storm water management facility (facilities) for the project known as

lying in Walton County, Georgia, has (have) been constructed in conformance with the approved plans and specifications for Land Disturbance Permit # 2024-014 and in accordance with Walton County standards and requirements.

This the 12th day of March, 2025

Ga. Registration No. 28445.

(seal)

262 WEST CROGAN STREET

LAWRENCEVILLE, GEORGIA 30046

770.545.8700

www.keystonelandsurveying.com

CertAsbuiltStormwaterFacitily5-3-10.doc

August 1, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, August 1, 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 Shelnutt, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Planning Director Charna Parker, Facilities Director Hank Shirley, 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 6:16 p.m. and led the Pledge of Allegiance. Commissioner Shelnutt gave the invocation.

ADOPTION OF AGENDA

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

PLANNING & DEVELOPMENT

Planning Director Charna Parker explained that the matter was not properly advertised in the prior month. Thus, the Board needs to re-open a public hearing on the matter prior to making a decision.

Proposed Settlement of Z20110015 - Rezone 85.48 acres from A1 to R1 with conditions for a residential subdivision - Applicant: Lexes Homes, Inc./Owner: Snows Mill Road, LLC - Property located on Snows Mill Rd. - Map/Parcel C1790044 & 44A - District 4

Chairman Thompson opened the public hearing on the matter. Matt Reeves with Andersen, Tate & Carr, P.C., representing Lexes Homes presented a proposed settlement which if accepted would settle a lawsuit. He presented a list of 17 conditions that would exceed the county standards for development and stated it was not a high density subdivision. This would be a minimum of 1 acre lots with 64 houses, formerly 80. He disputed any water and septic issues and requested approval with the proposed conditions. Candace Donoghue, Mark Cain and Jeff Peterson spoke in opposition concerning high density and asking to protect nearby water sources. In rebuttal, Mr. Reeves stated that the opposition was peddling unsound arguments and they've been in court for two years. He once again requested approval. Chairman Thompson closed the public hearing on the matter.

Motion: Chairman Thompson made a motion to approve with the proposed conditions as presented. The conditions are as follows: 1) mandatory HOA, 2) minimum 2200 sq. ft. ranch style and 2400 two-story homes, 3) asphalt road with sixty ft. ROW, twenty-four ft. wide, eighteen ft. shoulder with ditches on each site of the road, no curb, gutter or catch basins required. One hundred ft. entrance ROW with a landscaped island in the center with thirty inch concrete curb

around the island, 4) lots to be graded for water to flow away from the homes to the storm water ditches, 5) minimum lot size to be 1 acre with a maximum of 64 lots, 6) minimum yard size front 40 ft., rear 40 ft., side 15 ft., 7) homes shall comply with Walton Co. specific regulations for single family dwellings in A, A1, A2, R1, R2 and R3 zoning categories, 8) minimum required brick up to the water table on front and sides of the home, 9) front porches shall have masonry face and pavers preferred but not required, 10) masonry stoops and steps on front and side of home, minimum width shall be 5 ft., 11) roofs shall have a pitch of 10/12 minimum on main body front to back, 9/12 minimum on ranch style homes, 12/12 minimum pitch on accent gables unless approved by ARC, 12) facades shall be constructed of wood, siding, cement fiber siding, brick, stone, stucco, or other masonry type products, vinyl or aluminum is prohibited, 13) front and side chimneys shall be masonry; chimney's that penetrate the roof may be stucco, synthetic stones or shakes, 14) garage doors must be side facing except on lots that are less than 30 ft. from the property line to the garage door, 15) all yards to be sodded, 16) all shingles to be architectural shingles and 17) all homes shall obtain the approval of the ARC prior to beginning construction, the declaration shall provide design standards for not only the home but the yard, fences and retaining walls and a specific list of restrictions for the development. Commissioner Banks seconded the motion. Commissioner Bradford stated he felt that R1 was uncharacteristic of the area on Snows Mill. Chairman Thompson stated that there is a subdivision less than 3/4 mile from this one with 1 acre lots as being proposed and called for a vote. Chairman Thompson, Commissioners Banks, Shelnutt and Adams voted in favor of the motion. Commissioners Bradford, Warren and Dixon opposed the motion. The motion passed 4-3.

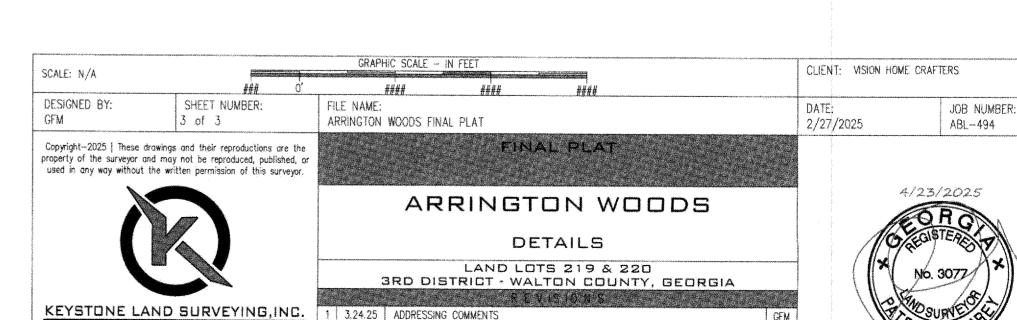
At 6:57, the Chairman asked for a break to allow citizens to exit. The meeting reconvened at 7:05 p.m.

REZONE CASE Z20110015, AUGUST 01, 2023

SOIL UNIT	RANGE (%)	DEPTH TO BEDROCK (IN)
APPLING	0-25%	>72
CATAULA	0-25%	>72
CECIL	0-25%	>72
HARD LABOR 1	0-25%	>72
HARD LABOR 2	0-25%	>72
HELENA	SANCON UPRODE MANAGE	>72
PACOLET	0-25%	>72
RION	0-25%	>72
SAW	0-25%	24-50
STARR		>72
WEDOWEE	0-25%	>72

ESTIMATED SOIL PROPERTIES*

		AS-B	UILT STOR	M CHART		
INLET ID	LINE SIZE (IN)	LINE LENGTH (FT)	MATERIAL	LINE SLOPE	INVERT DN (FT)	INVERT UP (FT)
A1	24	144.0	RCP	0.73%	772.7	777.27
B1	30	53.7	HDPE	1.25%	773.37	770.05
82	30	80.5	HDPE	0.53%	<i>7</i> 70.01	770.43
B3	30	80.7	HDPE	0.73%	770.42	771.01
B4	30	179.6	HDPE	1.44%	770.94	773.52
85	24	98.3	HDPE	1.09	773.96	775.03
B6	24	46.4	HDPE	1.66	775.18	775.95
C1	30	96.2	RCP	1.33	787.25	788.53
D1	24	71.9	RCP	1.02	789.07	789.8
E1	18	175.5	HDPE	1.09	773.00	774.9
F1	18	80.1	HDPE	1.80	765.01	766.45
X1	36	53.2	HDPE	0.43	762.85	763.08
M	18	24.8	HDPE	2.40	791.18	791.77
Z2	18	104.2	HDPE	1.04	792.02	793.10



4.09.25 ADDED EX. WELL BEHIND LOT 4 & ADDED ADDRESSES

4.15.25 ADDRESSED ENVIROONMENTAL HEALTH COMMENTS

4 4.23.25 ADDRESSED COUNTY COMMENTS

KEYSTONE LAND SURVEYING, INC.

www.keystonelandsurveying.com

Walton County Department Agenda Request

Department Name: Walton County Planning and Development

Department Head/Representative: Kristi Parr

Meeting Date Request: June 3, 2025

Has this topic been discussed at past meetings? Yes

If so, When? April 1st for the Transmittal Resolution

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

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

This Request: Informational Purposes Only

Needs Action by Commissioners* YES

*What action are you seeking from the Commissioners? Approval so we keep our Qualified Local Grovernment Status

Department Comments/Recommendation: Approval

Additional Documentation Attached?

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

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

Date forwarded to County Attorney: N/A

Has the County Attorney review been completed? N/A

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

Approved in current budget?N/A

Budget information attached? N/A

Comments: N/A

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Adoption Resolution

Capital Improvements Element Annual Update Walton County, Georgia

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

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

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

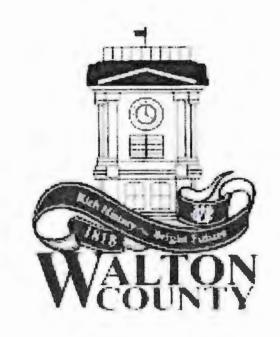
WHEREAS, the amended Capital Improvements Element was submitted for review to the to the Northeast Georgia Regional Commission, and was subsequently approved by the Northeast Georgia Regional Commission and the Department of Community Affairs,

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

BY:			, ,
ATTEST:			

Adopted this 3rd day of June, 2025.

Walton County, Georgia



Capital Improvements Element

2025 Annual Update:
Financial Report &
Short Term Work
Program

March 25,2025

Introduction

This Capital Improvements Element Annual
Update has been prepared based on the rules
and regulations pertaining to impact fees in
Georgia, as specified by the <u>Development</u>
<u>Impact Fee Act</u> (DIFA) documents
<u>Development Impact Fee Compliance</u>
<u>Requirements and Standards and Procedures</u>
<u>Local Comprehensive Planning.</u> These
documents dictate the essential elements of an
Annual Update, specifically the inclusion of a
financial report and a schedule of
improvements.

According to the Compliance Requirements, the Annual Update:

"must include. 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8, and 2) a new fifth year schedule of improvements, and any changes to or revision previously listed CIE projects including alterations in project costs proposed changes in funding sources, construction schedules, or project scope."

(Chapter 110-12-2-03(2)(c))

The Annual Update itself is based on the amended Walton County Capital

Improvements Element, as adopted by the County on July 7, 2020.

Financial Report

The Financial Report included in this document is based on DIFA, specifically:

"As part of its annual audit process, a municipality or county shall prepare and annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area." (O C G A 36-71-8(d)(1))

The County's fiscal year runs from July 1 to June 30. Thus, these financial reports are based on the audits prepared for FY 2025. The required financial information for each public facility appears in the main financial tables.

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements-a community work program

(CWP)- as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a

CIE must "upgrade their entire Short Term (i.e., Community) Work Program annually.")1

According to DCA's requirements,² the Community Work Program must include:

Introduction

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document.

Note the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1- 04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and

Community Work Program

Procedures for Local Comprehensive Planning. The correct current description.
⁷ Chapter 110-12-1- 03(3) of a STWP is found at Chapter 110-12-1-.03(3).

WALTON COUNTY Annual Impact Fee Financial Report - Fiscal Year 2024

Public Facility	Libraries	Fire Protection	Law Enforcement	Law Enforcement	Emergency Commun- ications	EMS	Parks & Recreation	Animal Control*	CIE Prep**	Admin- istration	TOTAL	
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide	County-wide				
Impact Fee Fund Balance June 30, 2023	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.85	\$34,028.75	\$59,070.69	\$1,310,343.19	\$0.00	\$17,249.30	\$64,719.89	\$2,469,086.73	
Impact Fees Collected July 1, 2023 through June 30, 2024	\$102,316.50	\$172,167.69	\$42,504.17	\$40,011.87	\$4,043.98	\$7,127.54	\$278,368 22	\$0.00	\$4,205 43	\$19,374.76	\$670,120.16	
Subtotal: Fee Accounts	\$510,073.34	\$429,065.99	\$247,646.09	\$153,889.72	\$38,072.73	\$66,198.23	\$1,588,711.41	\$0.00	\$21,454.73	\$84,094.65	\$3,139,206.89	
Accrued Interest	\$2,891.09	\$2,431.94	\$1,403.65	\$872.24	\$215.80	\$375.21	\$9,004.79	\$0.00	\$121.61	\$476.65	\$17,792.98	
(Impact Fee Refunds)	\$0.00	\$0 00	\$0.00	\$0.00	\$0.00	\$0 00	\$0 00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal Expenditures	-\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$57,161.75	-\$117,161.75	
Impact Fee Fund Balance June 30,2024	\$452,964.43	\$431,497.93	\$249,049.74	\$154,761.96	\$38,288.53	\$66,573 44	\$1,597,716.20	\$0.00	\$21,576.34	\$27,409.55	\$3,039,838.12	
Impact Fees Encumbered	\$452,964 43	\$431,497 93	\$249,049.74	\$154,761.96	\$38,288.53	\$66,573.44	\$1,597,716.20	\$0.00			\$2,990,852.23	
The adopted fee schedule cur *CIE Prep is the recoupment							ty					

⁹⁶

WALTON COUNTY Annual impact Fee Financial Report - Fiscal Year 2024

Public Facility	Libraries	Fire Protection	Law Enforcement	Law Enforcement	Emergency Commun- ications	EMS	Parks & Recreation	CIE Prep*	Admin- istration	TOTAL
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide			
Impact Fee Fund Balance							I			
July 1, 2023	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.85	\$34,028.75	\$59,070.69	\$1,310,343.19	\$17,249.30	\$64,719.90	\$2,469,086.74
July Collections	\$11,368.50	\$19,432.27	\$4,796.84	\$4,516.63	\$456.39	\$804.36	\$30,929.80	\$470.86	\$2,169.32	\$74,944.97
August Collections	\$11,988.60		\$4,645.80	\$4,367.56	\$442.00	\$779.07	\$32,616.88	\$479.60	\$2,209.58	\$76,335.21
September Collections	\$8,681.40		\$2,974.24	\$2,790.46	\$282.97	\$498.77	\$23,619.13	\$326.29	\$1,503.31	\$52,704.42
October Collections	\$11,988.60			\$3,715.24	\$377.23	\$664.95	\$32,616.90	\$451.63	\$2,080.77	\$71,885.18
November Collections	\$4,134.00		\$3,647.62	\$3,466.39	\$347.09	\$611.60	\$11,247.22	\$249.43	\$1,148.98	\$39,695.78
December Collections	\$5,374.20		\$2,338.46	\$2,203.06	\$222.48	\$392.14	\$14,621.36	\$225.50	\$1,038.90	\$35,891.88
January Collections	\$8,681.40		\$2,772.42	\$2,595.60	\$263.76	\$464.94	\$23,619.12	\$322.98	\$1,488.06	\$51,408.42
February Collections	\$5,374.20		\$1,716.26	\$1,606.80	\$163.28	\$287.82	\$14,621.36	\$199.94	\$921.18	\$31,824.26
March Collections	\$9,508.20		\$3,036.46	\$2,842.80	\$288.88	\$509.22	\$25,868.56	\$353.74	\$1,629.78	\$56,304.46
April Collections	\$7,854.60		\$6,176.67	\$5,863.76	\$587.73	\$1,035.66	\$21,369.68	\$442.95	\$2,040.46	\$70,493.95
May Collections	\$9,301.50			\$3,126.07	\$316.87	\$558.52	\$25,306.19	\$360.85	\$1,662.48	\$57,434.46
June Collections	\$8,061.30			\$2,917.50	\$295.30	\$520.49	\$21,932.02	\$321.66	\$1,481.94	\$51,197.17
Subtotal: Fee Accounts	\$510,073.34	\$429,065.99		\$153,889.72	\$38,072.73	\$66,198.23	\$1,588,711.41	\$21,454.73	\$84,094.66	\$3,139,206.90
Accrued Interest	\$2,891.09	\$2,431.94	\$1,403.65	\$872.24	\$215.80	\$375.21	\$9,004.79	\$121.61	\$476.65	\$17,792.97
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
(July Expenditures)										\$0.00
(August Expenditures)										\$0.00
(Sept Expenditures)										\$0.00
(October Expenditures)	(\$60,000.00)									(\$60,000.00)
(November Expenditures)									(\$49,050.00)	(\$49,050.00)
(December Expenditures)										\$0.00
(January Expenditures)										\$0.00
(February Expenditures)										\$0.00
(March Expenditures)										\$0.00
(April Expenditures)									(\$6,979.50)	(\$6,979.50)
(May Expenditures)										\$0.00
(June Expenditures)									(\$1,132,25)	(\$1,132.25)
Subtotal Expenditures	(\$60,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$57,161.75)	(\$117,161.75)
Impact Fee Fund Balance June 30, 2024	<i>\$452,964.</i> 43	\$431,497.93	\$249,049,74	\$154,761,96	\$38,288.53	\$66,573.44	\$1,597,716.20	\$21,576.34	\$27,409,56	\$3,039,838.12

COMMUNITY WORK PROGRAM (CWP) - WALTON COUNTY, GA¹ 20²⁵ - 2029

Category ²	Ac	tion/Item	2 0 2 5	2 0 2 6	2 0 2 7		2 0 2 9	Responsible Party	Cost Estimate	Funding Source*	Notes
Library Services	Collection Purchase	on Materials B	Ø					Monroe-Walton County Library System Board	\$69,234.06	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Purchase	on Materials e	T	Ø				Monroe-Walton County Library System Board	\$69,682.90	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Purchase	on Materials e	Ī	Π	Ø			Monroe-Walton County Library System Board	\$69,795.11	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Purchase	on Materials e				Ø		Monroe-Walton County Library System Board	\$69,795.11	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Purchase	on Materials e					Ø	Monroe-Walton County Library System Board	\$70,019.53	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	O'Kelly I	Replacement		Ø		venupe		Monroe-Walton County Library System Board	\$4,402,000	54.57% impact fees (net), 45.43% Local Taxation Sources	Cost includes \$2,000,000 State participation. The County's maximum participation is 70.92% of the impact fee eligible portion of the project cost

¹ CWP is based on the amended Capital Improvements Element that was adopted on July 7, 2020.

² CWP excludes Animal Services because no impact fee projects are anticipated between 2025 and 2029.

³ Emergency Communications projects are planned beyond 5-year time horizon in the CIE

Category ²	Action/Item	2 0 2 6	2 0 2 6	2 0 2 7	2 0 2 8	0 2	Responsible	Cost Estimate	Funding Source*	Notes
Parks and Recreation	Between Park New Playground	0	Ø	2	Ø	8	Parks and Recreation Department	\$406,473	91.14% impact fees (net), 8.86% Local Taxation Sources	
Parks and Recreation	South Walton New Batting Cage Building	Ø	Ø				Parks and Recreation Department	\$171,649	99.98% impact fees (net), 0.02% Local Taxation Sources	2,880 sf facility
Parks and Recreation	Walnut Grove New Community Center		Ø				Parks and Recreation Department	\$7,180,600	58.12% impact fees (net), 41.88% Local Taxation Sources	20,342 sf of 35,000 sf impact fee eligible
Parks and Recreation	Walnut Grove New Concession Building		Ø				Parks and Recreation Department	\$291,805	99.99% impact fees (net), 0.01% Local Taxation Sources	1,200 sf facility
Parks and Recreation	Walnut Grove New Maintenance Building		Ø				Parks and Recreation Department	\$33,008	99.97% impact fees (net), 0.03% Local Taxation Sources	1,100 sf facility
Parks and Recreation	Walnut Grove New Dugouts		Ø				Parks and Recreation Department	\$94,709	99.95% impact fees (net), 0.05% Local Taxation Sources	1,914 sf facility
Parks and Recreation	Walnut Grove New Basketball Court		Ø				Parks and Recreation Department	\$106,787	88.5% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Parking Lot		Ø				Parks and Recreation Department	\$565,528	99.92% impact fees (net), 0.08% Local Taxation Sources	250 spaces
Parks and Recreation	Walnut Grove New Baseball Fields (5)		Ø				Parks and Recreation Department	\$1,767,217	92.2% impact fees (net), 7.8% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Multi-Purpose Fields (4))	Ø				Parks and Recreation Department	\$1,272,396	88.50% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Expansion of West Walton Park (Portion of 574 projected spaces)	Ø					Parks and Recreation Department	\$160,000	37.50% Donation, 62.42% impact fees, 0.08% Local Taxation Sources	150 spaces

Category ²	Action/Item	2 0 2	2026	2027	2 0 2 8	2 0 2 9	Responsible Party	Cost Estimate	Funding Source*	Notes
Parks and Recreation	Walnut Grove New Picnic Pavilions (4)	5	Ø		designation of the second		Parks and Recreation Department	\$355,027	88.50% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Splash Pad		Ø				Parks and Recreation Department	\$1,396,348	35.43% impact fees (net), 64.57% Local Taxation Sources	
Law Enforcement	New Jail	Ø	Ø		Ø	Ø	Sheriff's Office	\$12,228,771	4% impact fees (net), 96% Local Taxation Sources	Cost estimate is based on proposed building size (84,900 square feet). Percentage of impact fees as a funding source (i.e., impact fee eligibility) is based on the increase in size (3,400 sq.ft.) from the existing fall (81,500 sq.ft.) to the proposed new facility.
Fire Protection	New Fire Station (81 N.)		Ø	2	9 (2)		Fire Rescue Department	\$2,242,422	100% Impact Fees	7,000 sf facility
Fire Protection	New Fire Station (Oasis)			Ø			Fire Rescue Department	\$2,242,422	100% Impact Fees	7,000 sf facility
Fire Protection	New Support Vehicles (2)	Ø	Ø				Fire Rescue Department	\$106,524	100% Impact Fees	One per year
Fire Protection	New Platform or Ladder Fire Truck	Ø	Ø	Į			Fire Rescue Department	\$2,200,000	100% Impact Fees	
Fire Protection	New Pumper Fire Truck	Ø					Fire Rescue Department	\$485,484	100% Impact Fees	
Fire Protection	Support Vehicle (1)		Ø		1		Fire Rescue Department	\$53,262	100% Impact Fees	
						ľ				

Category ²	Action/Item	2 0 2 5	202	0 2 7	2 0 2 8	2 0 2 9	Responsible Party	Cost Estimate	Funding Source*	Notes
Emergency Medical Services	New Ambulances (5)	Ø	8	Ø	Ø	Ø	Emergency Medical Services Department	\$828,413	100% Impact Fees	One per year
Emergency Medical Services	Education Facility (2,500 sf)	Ø	2	1			Emergency Medical Services Department	\$830,045	100% Impact Fees	
Emergency Communications	Nothing planned in 5-year time horizon									

^{*} Local Taxation Sources include but are not limited to the County General Fund, the Capital Projects Fund or other County taxation source, as determined during the annual budget adoption process, SPLOST or separate funds of the Monroe-Walton Library System.

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2025 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 4, 2024, and

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

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2025 budget to make changes to the Fiscal Year 2025 budget as presented in the attached summary schedule.

Adopted this 3 rd day of June, 2025
Chairman, David G. Thompson
Attest:
County Clerk Rhonda R. Hawk

AMENDMENT SUMMARY June 2025 Agenda

- Sheriff 3300: Budget amendment to transfer budgeted but unused funds from Equipment (54.2500) in the amount of \$ 77,000.00 to increase expenditures for Vehicles (54.2200) in the amount of \$ 77,000.00 was approved during the May 6th board meeting. This transfer would neither increase nor decrease fund balance.
- 2. <u>Jail Operations 3325</u>: Budget amendment to increase expenditures for personnel in the amount of \$2,013,176.00. Approval of 25 new employees for the New Jail was approved during the May 6th board meeting. The amendment would result in a decrease in the fund balance.
- 3. <u>Jail Operations 3325</u>: Budget amendment to increase expenditures for Small Equipment (53.1600) in the amount of \$ 17,862.50 and Uniforms (53.1700) in the amount of \$ 58,200.00. Approval of equipment for new employees for the New Jail was approved during the May 6th board meeting. The amendment would result in a decrease in the fund balance.
- 4. <u>EMS SPLOST 3610.19:</u> Proposed amendment to increase budgeted expenditures (54.2500 Equipment) in the amount of \$180,712.00 for the ambulance box. The amendment would result in a decrease in the fund balance.
- 5. Water 4446: Proposed budget amendment to transfer budgeted but unused funds from Equipment (54.2500) in the amount of \$ 4,000.00 to increase expenditures for Vehicles (54.2200) in the amount of \$4,000.00. This transfer would neither increase nor decrease fund balance.

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2025 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 4, 2024, and

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

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, to give the Chairman the authority to amend the Fiscal Year 2025 budgets as part of the fiscal year closing process, as actual figures for revenues and expenditures become available.

Adopted this 3 rd day of June, 2025
Chairman, David G. Thompson
Attest:
County Clerk Rhonda R. Hawk

WALTON COUNTY, GEORGIA

AN ORDINANCE BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY

An Ordinance to amend the Code of Walton County, Georgia, by amending Chapter 34, Article III, Section 34-33 regarding the rules for the Hard Labor Creek Reservoir.

WHEREAS, the Board of Commissioners of Walton County, Georgia (the "Board"), is authorized by law to adopt ordinances for the general health, safety, and welfare of the residents of Walton County;

WHEREAS, the Board finds it to be in the public interest to formally adopt and incorporate the rules and regulations governing the Hard Labor Creek Reservoir into the Code of Ordinances;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, as follows:

1.

The Code of Walton County, Georgia is hereby amended by deleting Chapter 34, Article III, Sections 34-33, 34-34, 34-35, and 34-34 of the Code of Walton County, Georgia in their entirety and replacing those sections with the attached <u>Exhibit "A"</u>, which is incorporated herein by reference.

2.

Except as specified above, all remaining portions of the Code of Walton County, Georgia shall continue in full force and effect and shall remain unaffected by this Amendment.

3.

It is the express intent of the Walton County Board of Commissioners that this Amendment be consistent with both federal and state law. If any provision of this Amendment or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

4.

All Ordinances and provisions of the Code of Walton County, Georgia which conflict with any part of this Ordinance are hereby repealed.

5.

This Ordinance shall become effective immediately upon passage.

SO ORDAINED this ____ day of ______, 2025.

David Thompson, Chairman
Walton County Board of Commissioners

Attest:

Rhonda Hawk, County Clerk Walton County, Georgia

[COUNTY SEAL]

EXHIBIT "A"

<u>Chapter 34 – Offenses and Miscellaneous Provisions</u> Article III – Hard Labor Creek Reservoir

Sec. 34-33. - Public access and fishing regulations.

The Hard Labor Creek Reservoir Public Access and Fishing Regulations established by the Walton County Water and Sewerage Authority and Walton County are:

- (1) The possession or consumption of alcohol, illegal drugs, or any controlled substance is strictly prohibited.
- (2) All boats or watercraft used on the Reservoir shall be powered by electric motors or paddles only, and shall be equipped with flotation vests for each occupant.
- (3) Sailboats, jet skis/ personal watercraft, inner tubes, paddle boards, and inflatable rafts are prohibited.
- (4) No boat with a gasoline/internal combustion engine is permitted on the reservoir (unless in use by authorized personnel).
- (5) All individuals that are fishing must comply with the State of Georgia Department of Natural Resources fishing rules and regulations, daily limits, length limits, creel limits, safety, licenses, etc.
- (6) The use of a set hook, trotline, cast net, seine or fish basket is prohibited.
- (7) Public access to the reservoir shall be made only at the entrance gate and public access area located on Social Circle-Fairplay Road. Private landowners immediately adjacent to the reservoir may access the reservoir from their property, provided such access does not impact the reservoir buffer.
- (8) Those individuals who elect to fish from the bank within the Public Recreation Area must fish from within the "marked" boundaries, identified with "NO FISHING BEYOND THIS POINT" signs.
- (9) Wading, swimming, or bathing is prohibited.
- (10) The use of trail bikes, 4-wheelers, minibikes, go karts, and motorcycles not equipped for street use is prohibited on Authority property.
- (11)Operation or use of any audio or noise producing device, motorized equipment, or vehicles in such a manner to unreasonably annoy or endanger other persons is prohibited.
- (12) Individuals shall not discharge any waste matter on the site and shall keep their trash and litter self-contained and disposed of properly.
- (13) No glass or Styrofoam containers are permitted on Reservoir property.
- (14) Firearms are regulated in accordance with state law. Fireworks or Explosives of any kind are prohibited.
- (15)All hunting and trapping, including waterfowl hunting from or directly over the waters of the reservoir, is prohibited unless conducted under the direct supervision of Georgia DNR
- (16) Destruction, injury, defacement, or removal of Reservoir property is prohibited.

- (17) Individuals may be required to show proper identification and licenses upon request by an authorized representative of the Authority, Walton County, and/or the Department of Natural Resources.
- (18)Once boaters cast off from the recreation area, they are to remain inside their boats except in emergency situations.
- (19) All pets must be restrained by owners (leash law enforced in area).
- (20) All persons under age 16 must be accompanied and supervised by an adult over the age of 21.
- (21) Failure to abide by the regulations will result in expulsion from the recreation area, arrest and/or fines. Your cooperation in abiding by the above regulations will assist us in providing a safe, enjoyable recreational environment, while protecting our valuable water resources.

(Ord. of 10-2-18(2), § 1)

Sec. 34-34. - Boat ramp parking rules and fees.

The Hard Labor Creek Reservoir Boat Ramp Parking Rules and Fees established by the Walton County Water and Sewerage Authority and Walton County are:

- (1) Walton County requires all vehicles parking in the boat ramp area to obtain an Annual Parking Permit or a Daily Parking Pass. Vehicles without a permit/pass are subject to a fine and towing at owner's expense.
- (2) Walton County reserves the right to close the boat ramp area without notice, but will attempt to notify the public when possible.
- (3) Permits are effective yearly from January 1 to December 31.
- (4) Transfer Permits are not transferable and must be permanently affixed to the rear windshield glass of the automobile. Any transfer of the permit will result in a revocation. Sticker CANNOT be taped to windshield glass or placed on paper or transparencies.
- (5) Replacement If you should trade or sell your vehicle, OR have your rear windshield replaced, you must SCRAPE the permit from the windshield and return it with your receipt and new car registration.
- (6) Permits that are stolen or lost will not be reissued.

(Ord. of 10-2-18(2), § 1)

Sec. 34-35. - Enforcement.

In addition to the Walton County Sheriff's Office, the Walton County Water Department, the Walton County Planning and Development Department, and the Law Enforcement Division of the Georgia Department of Natural Resources, and their duly authorized agents, shall have full authority to administer and enforce the provisions of this article, to perform all functions necessary to administer and enforce this article, to issue citations to violators of this article, and to summon violators of this article to appear before the Magistrate Court of Walton County, Georgia.

(Ord. of 10-2-18(2), § 1; Ord. of 2-5-19, § 1)

Sec. 34-36. - Penalty.

Any person failing to comply with the mandatory provisions of this article or doing any act prohibited by this article shall be guilty of a misdemeanor and, upon conviction in the Magistrate Court of Walton County, Georgia, shall be punished as provided in section 1-12.

(Ord. of 10-2-18(2), § 1)

WALTON COUNTY, GEORGIA

AN ORDINANCE BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY

An Ordinance to amend the Code of Walton County, Georgia, by amending Chapter 2, Article I, Section 2-1 of the Code of Walton County, Georgia regarding polling locations.

WHEREAS, the Board of Commissioners of Walton County, Georgia (the "Board"), is authorized by law to adopt ordinances for the general health, safety, and welfare of the residents of Walton County;

WHEREAS, the Board further finds it necessary to amend the Code of Ordinances to replace the list of outdated polling locations with a general provision providing for polling locations being set by the Board of Elections in accordance with state law, including but not limited to O.C.G.A. § 21-2-265;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, as follows:

1.

The Code of Walton County, Georgia is hereby amended by deleting Chapter 2, Article I, Section 2-1 of the Code of Walton County, Georgia in its entirety and replacing it with the attached <u>Exhibit "A"</u>, which is incorporated herein by reference.

2.

Except as specified above, all remaining portions of the Code of Walton County, Georgia shall continue in full force and effect and shall remain unaffected by this Amendment.

3.

It is the express intent of the Walton County Board of Commissioners that this Amendment be consistent with both federal and state law. If any provision of this Amendment or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

4.

All Ordinances and provisions of the Code of Walton County, Georgia which conflict with any part of this Ordinance are hereby repealed.

5.

This Ordinance shall become effective immediately upon passage.

SO ORDAINED this ____ day of ______, 2025.

David Thompson, Chairman
Walton County Board of Commissioners

Attest:

Rhonda Hawk, County Clerk Walton County, Georgia

[COUNTY SEAL]

EXHIBIT "A" Chapter 2 – Administration Article I – In General

Sec. 2-1. Locations of Polling Places.

The locations of polling places in Walton County shall be established, altered, or abolished by the Walton County Board of Elections, in accordance with the provisions of O.C.G.A. § 21-2-265.

A current list of designated polling places shall be made available to the public by the Board of Elections and posted on the official county website. Notice of any changes to polling place locations shall be provided as required by state law.

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, May 6, 2025 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Pete Myers, Timmy Shelnutt, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Charna Parker, Finance Director Jennifer Wall and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

PRESENTATIONS

County Manager John Ward recognized Grail Hall and Bobby Galicia on their retirement from the Sheriff's Office.

EMS Director Ronnie Almand recognized Cody Eberhart for being awarded Paramedic of the Year and Kevin Rickman for Advanced EMT of the Year.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:09 p.m. and led the Pledge of Allegiance. Commissioner Shelnutt gave the invocation.

ADOPTION OF AGENDA

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

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board and recognized H. R. Director Melissia Rusk and Commissioner Bo Warren for achieving their Certified County Official Certificates from ACCG. He also commended the following for graduating from the Management Development Program: Kim Banks, Daniel Michael, Brittany Smith, Beth Green, Kristi Parr, Ben Hammond, Shannon Massey and Craig League.

PLANNING & DEVELOPMENT

Planning Director Charna Parker presented the Planning Commission recommendations.

<u>CU25-0095 - Conditional Use for outside storage - Applicant: John B. Crouch/Owner: EDK Realty Holdings, LLC - Property located at 2424 Lance Ct./Map/Parcel C0070005F00 - District 2</u>

Planning Commission recommended approval as submitted.

Chairman Thompson opened a public hearing on the matter. Applicant Brad Crouch spoke in favor of the conditional use. There was no one present to speak in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Myers made a motion to approve the conditional use per the Planning Commission recommendation. Commissioner Warren seconded the motion and all voted in favor.

<u>Z25-0082 - Rezone 4.30 acres from A2 to OI for a residential care facility - Applicant: Anna White/Owners: Timothy & Anna White - Property located at 1370 Snows Mill Rd. & Hwy. 83/Map/Parcel C1650003A00 - District 6</u>

Planning Commission recommended approval as submitted.

Chairman Thompson opened a public hearing on the matter. Anna White and Ashley Ramsey spoke in favor. The purpose of the rezone is to provide a home for girls who have been abused and neglected. The home is 5 bedrooms and 4 baths and will house up to 9 girls for a personal and professional development program. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Dixon made a motion, seconded by Commissioner Adams to approve the rezone request. All voted in favor.

<u>Z25-0108 - Rezone 4.85 acres from A1 to R1 to create 4 buildable lots - Applicant: Alicia Zinner/Owners: Nathan & Alicia Zinner - Property located at 1730 Lee Peters Rd./Map/Parcel C0610082 - District 1</u>

Planning Commission recommended approval as submitted.

Chairman Thompson opened a public hearing on the matter. Dorin Cret spoke in favor on behalf of the applicants. There was no one present to speak in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Warren made a motion to approve the rezone request. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

<u>Z25-0109</u> - Rezone 2.58 acres from R1 to A for beekeeping & selling bees & honey - Applicant: Billy Farmer/Owner: Janis Farmer - Property located at 4878 Jersey Walnut Grove Rd. & Old Hwy. 81/Map/Parcel C0540267 - District 3

Planning Commission recommended approval as submitted.

Chairman Thompson opened a public hearing on the matter. Applicant Billy Farmer spoke in favor of the rezone request. He is a beekeeper and would like to sell bees and honey. Michelle Alderman also spoke in favor. There was no one present to speak in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Shelnutt made a motion, seconded by Commissioner Myers to approve the rezone request. All voted in favor.

At 6:43 p.m., Chairman Thompson stated that he was going to recuse himself from the next item on the agenda and turned the meeting over to Vice Chairman Timmy Shelnutt. Chairman Thompson exited the Boardroom.

<u>Z25-0110</u> - Rezone 81.00 acres from A1 to R1OSC for a residential subdivision - Applicant: Carter Engineering Consultants Inc/Owner: Grady Thompson Enterprises, LLLP - Property located on Nicholsville Rd./Map/Parcel C0850083 - District 5

Planning Commission recommendations - 1) Prior to approval of the final plat, the developer shall at his own expense address and resolve any issues of fence encroachments with adjoining property owners; 2) A statement shall be placed on the Final Plat and each individual purchase agreement to notify future homeowners of adjacent residential/agricultural properties that could exhibit noises and smells that are typical of a rural/agricultural area. as per the Georgia Realtors Disclosure Statement as follows: It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards; 3) A decorative fence with a blend of trees and shrubs in front of the fence shall be installed along the right of way. Provided the trees on the westerly frontage are not removed, only a fence will be required in that area and no additional trees; 4) Install an entrance sign for the neighborhood.

Vice Chairman Timmy Shelnutt opened the public hearing on the matter. Joshua Scoggins, Attorney and Logan Moss of My Home Communities spoke in favor of the rezone. They stated that the plan is to build 62 houses on 81 acres. Billy Mitchell spoke in favor stating that the land was once farmland and now they have a constitutional right to sell for the highest and best use. Josh Parker stated he is pro real estate and growth and is not against the development. He would however, like to express his concerns over traffic at Hwy. 11. He encouraged the Commissioners to read the book "Suburban Nation" and stated that he'd like to see common sense growth. Joseph Brooks spoke in opposition stating there was no decel lane and no amenities and voiced his concern over destruction of the road by construction equipment. Luke Curtis spoke on behalf of the Marlow family whose property adjoins the development. There are two ponds on the Marlow property, and they have liability concerns. They would like the developer to place an 8 ft. high, chain link fence around the boundaries of the property due to the liability surrounding the ponds. Michelle Forthlofer voiced her concerns about traffic mediation at Hwy. 11 and would like to have

a traffic study done on Bold Springs Road. In rebuttal, Attorney Scoggins stated that the fence being requested is obsessive. He further stated that engineering will require acel/decel lanes but no turning lane as the road is not wide enough. The homes will range from 2000 sq. ft. to 2400 sq. ft.

Motion: Commissioner Adams made a motion to approve with the recommendations of the Planning Commission and adding the following conditions: the homes shall have a garage, 2000 sq. ft. for ranch style homes and 2400 sq. ft. two-story, with same conditions as subdivision approved on Hwy. 138. The developer is to address buffer screening with the adjoining land owner and Planning & Development and to meet engineering requirements for an acel/decel lane with the amenities of a pond and walking trail. Commissioner Myers seconded the motion. Commissioners Warren, Myers, Shelnutt, Adams and Dixon voted in favor with Commissioner Bradford opposing the motion. The motion carried 5-1.

At 7:27 p.m., Chairman Thompson rejoined the meeting.

OA25-0126 - Amendment to Ordinance - Stormwater Management

Planning Commission recommended approval.

County Manager John Ward explained the ordinance amendment. The ordinance will allow a special tax district for subdivisions with no HOA for the maintenance of detention ponds. Chairman Thompson opened a public hearing on the matter. Josh Parker spoke stating that we have a great canvas in Walton Co. and the irony of development is that typically taxes go up with development. Chairman Thompson said that was not true for counties that have a freeze on property values. There was no one else to speak. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Dixon made a motion to approve the ordinance amendment. Commissioner Bradford seconded the motion and all voted in favor.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of April 1, 2025 Meeting Minutes, April 10th and April 15th Work Session Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- **3.** Declaration of Surplus
- 4. Corpcare Assignment Agreement with CuraLinc, LLC
- **5.** Change Proposals Walnut Grove Park (For the Record) #13 Lighting Permit Revisions and #38 Alternate Batting Cage Design
- **6.** Purchase and Sale Agreement DAB Properties, LLC ROW at Sardis Church Road and H. D. Atha Road
- 7. IGA City of Loganville Use of West Walton Park

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

FINANCE

Finance Director Jennifer Wall presented finance matters to the Board.

Request to amend FY25 Budget - 25 Additional Detention Officers - Sheriff's Office

Motion: Commissioner Adams made a motion to approve the request to amend the FY25 Budget for 25 Detention Officer positions along with uniforms and equipment. Commissioner Myers seconded the motion. Chairman Thompson, Commissioners Warren, Myers, Shelnutt and Adams voted in favor. Commissioners Bradford and Dixon opposed the motion. The motion carried 5-2.

Request to amend FY25 Budget - Vehicles - Sheriff's Office

Motion: Commissioner Adams made a motion, seconded by Commissioner Bradford to approve the request to amend the FY25 Budget for 2 additional vehicles by transferring \$77,000 in the equipment account to the vehicles account. All voted in favor.

RESOLUTIONS

Adoption of FY26 Budget

Motion: Chairman Thompson made a motion to adopt the FY26 Budget. The Chairman stated that the increase will require a millage rate increase of 1.865350197 since it is against the County's Fiscal Policy to fund continuing salaries out of Fund Balance in the next budget year. Commissioner Shelnutt seconded the motion. Chairman Thompson, Commissioners Myers, Shelnutt and Adams voted in favor. Commissioner Warren, Bradford and Dixon opposed the motion. The motion carried 4-3.

HUMAN RESOURCES

2025 Benefits Renewal - MSI Benefits

Motion: Chairman Thompson made a motion, seconded by Commissioner Adams to approve the 2025 Benefits Renewal with MSI Benefits. This includes a reduction in costs of -\$3,586.00 for health, dental and vision. All voted in favor.

ACCEPTANCE OF BIDS/PROPOSALS

Maintenance - Walton County Public Safety Complex

Motion: Commissioner Shelnutt made a motion to approve the proposal from TKC Management Services in the amount of \$762,533.00. Chairman Thompson seconded the motion; voted and carried unanimously.

CONTRACTS

GDOT - Contract Agreement and Resolution, Water Facilities - Hwy. 138 and Hwy. 81 Roundabout

Motion: Commissioner Shelnutt made a motion, seconded by Commissioner Warren to approve the contract. All voted in favor.

APPOINTMENTS

Northeast Georgia Region 10 EMS Advisory Council

Motion: Commissioner Adams made a motion to reappoint Dr. Steven Durocher to the Northeast Georgia Region 10 EMS Advisory Council. Commissioner Dixon seconded the motion and all voted in favor.

ANNOUNCEMENTS

Chairman Thompson advised the Board that the family of Franklin Thornton had given the County a bronze plaque given to his estate by the Sheriff's Association. The plaque will be placed in the foyer of the new Franklin Thornton - Joe Chapman Law Enforcement Center. He also advised that the pilot payments from Meta and Rivian are starting to come in. The County has received \$795,881.25 from Meta and \$75,608.72 from Rivian for a total of \$871,489.97. The Walton County School Board and County together have received \$2,053,125.00.

EXECUTIVE SESSION

At 8:07 p.m., Commissioner Adams made a motion to enter into Executive Session to discuss real estate matters and consult with the Development Authority. No votes were taken.

At 8:46 p.m., Commissioner Bradford made a motion to return to regular session. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

ADJOURNMENT

Motion: Commissioner Adams made a motion, seconded by Commissioner Dixon, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:47 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

Purchases \$25,000.00 Meeting			June 3, 2025		1
Department		Fund	Description	Payee	Amount
Budget Year FY 25					
		100	Premium for May 2025-For the Record	One America	\$ 35,272.12
		Various	Replenish Funds in Health Benefits-Mar 25-For the Record	Walton Co Health Benefits Trust	\$ 500,000.00
		Various	Replenish Funds in Health Benefits-Apr 25-For the Record	Walton Co Health Benefits Trust	\$ 500,000.00
		Various	Replenish Funds In Workers Comp-For the Record	Walton Co BOC	\$ 63,297.00
		Various	Dissemination Fees-For the Record	Raymond James & Associates, Inc	\$ 4,000.00
aw	1530	100	General Legal Fees-Mar-For the Record	Atkinson/Ferguson	\$ 26,250.39
nformation Systems	1535	100	Desktop Value H610M PC's	Byte Speed LLC	\$ 38,250.00
eneral Gov BLDGs	1565	100	20 Transformers	Allen Electric Wholesale Supply, Inc	\$ 50,000.00
ludicial BLDG Splost 2013	565.13	322	Asphalt- Type 1- 9.5mm 81 Ton	E.R. Snell Contractor, Inc	\$ 32,000.00
Sheriff	3300	100	Sam 3 Trailer, Vertical w/ Solar Panel	Applied Concepts, Inc	\$ 24,498.00
nmate Phone	3313	212	2025 Ford Explorer	Loganville Ford	\$ 42,019.00
lail					
	3325	100	Inmate Medical-June 2025	Correct Health	\$ 184,305.01
	3325	100	Housed Out Inmates-Mar	Barrow Co BOC	\$ 54,615.00
	3325	100	Housed Out Inmates-Mar	Washington Co BOC	\$ 28,435.00
	3325	100	Inmate Meals-Mar	Kimble's Food By Design	\$ 83,025.33
	3325	100	Multi-Threat Vest & Raid Molle Carriers	Public Safety Uniform & Supply Ga	\$ 35,370.00
	3325	100	Uniforms-New Hires	T&T Uniforms, Inc	\$ 58,777.00

Department		Fund	Description	Payee	 Amount
	3325	100	Equipment for New Hires	T&T Uniforms, Inc	\$ 112,889.50
Splost 2013					
	3325.13	322	Jail Access Road- For the Record	Precision Planning Inc	\$ 4,152.50
	3325.13	322	Public Safety Complex-Feb 25-For the Record	Precision Planning Inc	\$ 81,994.25
	3325.13	322	Public Safety Complex-Mar 25-For the Record	Precision Planning Inc	\$ 88,513.38
	3325.13	322	Engineering Service-Mar 25-For the Record	McCarthy Barnsley II	\$ 2,842,013.25
Jail Bond 2021					
	3325.22	315	Construction Cost-For the Record	Comprehensive Program Services	\$ 60,000.00
	3325.22	315	Install Walk In Cooler WCPSC	F&S Mechanical and Plumbing Service	\$ 46,770.00
	3325.22	315	WCPSC Networking Equipment	Server Supply.Com, Inc	\$ 110,998.00
E-911	3800	215	Viper 7 Refresh, Special Construction, First Net Wireless, GIS On Boarding	AT&T	\$ 354,630.00
Animal Control	3910	100	Animal Control Website	Multiple Options, Inc.	\$ 26,300.00
RDS & Bridges Splost 20	119				
	4220.19	323	Resurfacing Project with Lime-Mill Rd	E.R. Snell Contractor Inc	\$ 35,595.00
	4220.19	323	Resurfacing Project with Lime-Thompson Mill Rd	E.R. Snell Contractor Inc	\$ 101,587.50
	4220.19	323	Resurfacing Project with Lime-McGarity Rd	E.R. Snell Contractor Inc	\$ 248,789.00
Traffic Engineering					
	4270	100	Hodges Rd-Guardrail Replacement	Martin Robbins Fence Co	\$ 35,668.88
Water					
	4446	507	Water and Testing - For the Record	Cornish Creek Water Fund	\$ 175,424.00
	4446	507	Supplies for Meter Installs & Repairs	Delta Municipal Supply Co, Inc.	\$ 61,503.50
	4446	507	2024 Chevrolet 5500 HD	Hardy Chevrolet Pontiac	\$ 78,610.64
	4446	507	Emergency Repair of Door King System	Larry's Fence & Access Control, LLC	\$ 4,016.39
	4446	507	Kubota KS040 Mini Excavator	Lashley Kubota	\$ 71,632.46

Department	Fund	Description	Payee	Amount
4530	540	Tipping Fees-March	City of Monroe Public Works	\$ 26,487.80
Park Areas				
6220	100	Rock for Criswell Park Rd/ Felker Park Lot	Heidelberg Materials Southeast AGG	\$ 60,000.00
The Grove 2023			Accepcion Program Managament	
6220.23	338	Construction Phase-Mar 25-For the Record	Ascension Program Management, LLC	\$ 7,020.00
6220.23	338	Construction Phase-Apr 25-For the Record	Ascension Program Management, LLC	\$ 7,020.00
6220.23	338	Professional Engineering-Mar 25-For the Record	Matrix Engineering Group, Inc.	\$ 8,707.50
6220.23	338	The Grove Park Utility Inspections-For the Record	Precision Planning, Inc	\$ 1,160.48
6220.23	338	Custodian & Annual Fees-For the Record	Regions Bank	\$ 2,500.00
HLC Water Treatment Facility				
	504	Professional Engineering-For the Record	Archer Western Construction	\$ 4,412,270.25
	504	Water Treatment Facility Fees-Feb 25-For the Record	Atkinson Ferguson LLC	\$ 70.00
	504	Water Fees & Transmission Mains-Mar 25-For the Record	Atkinson Ferguson LLC	\$ 175.00
	504	Professional Engineering-For the Record	Engineering Strategies Inc	\$ 7,430.00
	504	Professional Engineering - For the Record	Jacob's Engineering	\$ 70,042.45
	504	HLC Management-For the Record	Precision Planning Inc.	\$ 20,977.06
Hard Labor Creek				
		Daily monitoring of traps & removal of animals,		
440	5 508	One time fee-For the Record	Alan D Barton	\$ 2,500.00
4409	508	HLC O&M-Feb 25-For the Record	Atkinson Ferguson LLC	\$ 52.50
4409	508	HLC O&M-Mar 25-For the Record	Atkinson Ferguson LLC	\$ 122.50
4409	508	Woven Wire Field Fence Repairs-For the Record	GroundsMen LLC	\$ 3,600.00
4409	508	HLC O&M-For the Record	Precision Planning Inc.	\$ 2,548.24
	508	HLC Management-For the Record	Precision Planning Inc.	\$ 810.00

\$10,934,695.88

SURPLUS ITEMS

	ify that on the 28th d ms to the Public Facilities		, I have released the included in the County's surplus
Quantity	Description		Serial/VIN # If Applicable
	Dodge Crarger 2	014 White	2C3CDXAT5EH164046
	Dodge Charge	2014 BIK	2C3CDXAT5EH164046 2C3CDXAT6EH164038

		,	
		,	
		Elv	Jabeth Braswall
Department 1	Head or Designee	Public	Facilities Employee
Public Facilitie	s Use Only	**************************************	
Storage Location	on: Bldg		Bin #

Telephone: (770) 266-1736

Facsimile: (770) 267-1416

Walton Cou

Derry M. Boyd Tax Commissioner

Walton County Tax Commissioner

GOVERNMENT BUILDING 303 SOUTH HAMMOND DRIVE · SUITE 100 MONROE, GEORGIA 30655

June 3, 2025

TO: Walton County Board of Commissioners

RE: Uncollectable Property

Gentlemen,

The following list constitutes property that has been deemed uncollectable because no property has been found to levy against. Every effort has been made to collect or locate property which to levy against.

The FiFa's against these properties will be listed as INSOLVENT according to O.C.G.A. 48-5-129, pending your approval.

Regards,

Derry M. Boyd Tax Commissioner Ex-Officio Sheriff Walton County, GA

\$ 8,295.59	The state of the s	- Land of the land	Part of the second seco	1	The state of the s
\$81.01	2530 MH REMOVED AND REPLACED	2530	2022	<u>S</u>	WHITE WARREN
\$156.79	42589 OUT OF BUSINESS	42589	2023	PP	VK CORP D/B/A SUBWAY
\$48.40	32794, 32985 LAND LOCKED, UNABLE TO SELL	32794, 32985	2016, 2017	RP	SINGER, AMANDA
\$188.49	MH DEMOLISHED	1991, 1986	2021, 2022	H M H	ROWE JEREMY CHAD
\$827.68	BUSINESS CLOSED, EQUIPMENT SOLD	31517	2021	PP	RED STATE ELECTRICAL & CONSTRUCTION LLC
\$142.59	EQUIPM	25644	2019	PΡ	MULLINGS RICKY D/B/A, RICKEYS LAWN CARE SRVC
\$199.71	_	1622	2023	MH	MORRIS JERRY
\$111.88	26810 BUSINESS CLOSED	26810	2023	PP	MCLEOD ERIC D/B/A DENNIS, LAWNCARE & HANDYMAN
\$224.10	GET GET	22564	2022	pp	KOMOREBI CBD WELLNESS AND SPA LLC
\$24.35	LAND LOCKED, UNABLE TO SELL	18843, 18943	2016, 2017	RP	JERNIGAN, FLOSSIE
\$102.66	MISSING	1281	2019	Z I	HUDSON DEBRA KAY
\$1,047.01	NEW OWNER PURCHASED @ FORECLOSURE, NO EQUIPMENT	19451	2022	PP	HP MONROE LLC D/B/A SUMMERS LANDING
\$1.92	MH DEMOLISHED, OWNER DECEASED.	1037, 1028	2022, 2023	ĭ.	HEGWOOD JAMES RANDALL
\$453.83		17096	2022	PP	HARALSON ROBERT B, NANCY E.
\$352.11	MH REMOVED (REPO) OWNER DECEASED.	991	2023	<u>Z</u>	HARALSON EVELYN
\$690.71	MH DEMOLISHED, EVANS GLASS EVICTED AND IS DECEASED.	907, 835, 829	2020, 2021, 2022	<u>Z</u>	GLASS EVANS
\$971.02		14779	2022	PP	GLADIATOR TIRE CENTER LLC (PAGUAGA, DANIELA J.)
\$2,640.07	BUSINESS CLOSED, MOVED OUT OF STATE	60757	2024	PP	BROAD STREET BOOTS (JAY ROBERTS)
\$31.26		204	2021	₹ I	BLACK ROBERT D JR
BASE AMOUNT	BILL#'S COMMENTS	BILL#'S	YEARS	TYPE	Item :
					OLVENT

Walton County Water

Charge Off Balances for 2025

Balance to Charge Off:	\$15,627.25
Number of Accounts:	107
Average Charge Off per Acct:	\$146.05
Total Deposits Applied Prior to Charge Off:	\$5,910
Average Deposit Applied on CO Acct:	\$55.23

Current Deposit Policy – \$0, \$100, \$250 depending upon credit.

of Accounts with Max \$250 Deposit Applied during this CO cycle: 9

61 of the accounts had no deposit, which means they had good credit at the time they opened the account or were very old accounts. Includes accounts where the customer died with no real assets.

Most of the accounts being charged off were accounts that were abandoned by the customer. They simply moved without paying what was due and since we were never notified it was not until we went to lock for non-payment that it was discovered they had moved. Several of those accounts had leaks which led to large bills.

Walton County Department Agenda Request

Department Name: Walton County Sheriff's Office

Department Head/Representative: Kim McCord

Meeting Date Request: 06/03/2025

Has this topic been discussed at past meetings? Yes

If so, When? 2024

TOPIC: Agreement with Navy

Wording For Agenda: Night Vision Lease with the Navy-Paid for with Forfeited State Drug Funds

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

*What action are you seeking from the Commissioners? Acceptance

Department Comments/Recommendation:

Additional Documentation Attached? Copy of Agreement

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? No

Date forwarded to County Attorney:

Has the County Attorney review been completed?

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:

ATTACHMENT A



Department of the Navy Naval Surface Warfare Center, Crane Division 300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

1a. Federal/State/Local Law Enforcement Agency Name:

Walton County Sheriff's Office

2. Agreement Number: N00164LE0217-25

3. Agreement Start/Renewal Date: Jun 26, 2025

1b. Agency Mailing Address: 4. Agreement Termination Date:

Jun 26, 2026

14285 South Madison Avenue Monroe,

5. Estimated Total Cost (See paragraph III Terms and Conditions below):

\$6,600.00

State: Georgia

Zip Code: 30655

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-14, Night Vision Pocketscope, NSN: 5855-01-432-0524; Repl Value \$3,000 each	11	\$300.00	\$3,300.00
Serial Numbers:			1 00,000.00
6596085; 6560323; 79417; 6595166; 6560338; 6560311; 6393367; 59637; 59691; 6597394; 6597314			
AN/PVS-26, Clip-On Night Vision Weapon Sight, NSN: 5855-01-538-8121; Repl Value \$4,000 eac	2	\$300.00	\$600.00
Serial Numbers: 01760; 00311			
SU-250/U, Submersible Monocular NV System, NSN: 5855-01-562-7562; Repl Value \$3,000 each	9	\$300.00	\$2,700.00
Serial Numbers:		4200.00	\$2,700.00
301274; 301859; 304864; 304914; 305385 (Add 4 SU-250 SN TBD and J Arms)			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
z z			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
	Tota		00.00

7. Points of Contact	3		
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):		
Sheriff Keith Brooks	Kimberly McCord		
Phone: (770) 267-1357	Phone: (770) 267-6557		
Fax: (770) 266-1500	Fax: (770) 266-1500		
Email:	Email: kim.mccord@co.walton.ga.us		
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):		
Scott Arthur	Debbie Owens, CTR		
Phone: 812-854-6650	Phone: 812-854-4439		
Fax: 812-854-8559	Fax: 812-854-8559		
Email: scott.d.arthur2.civ@us.navy.mil	Email: debbie.d.owens.ctr@us.navy.mil		
Government Agreement Administrator (Name):			
Nancy Sherfick			
Phone: 812-854-2624			
Fax: 812-854-8559			
Email: nancy.l.sherfick.civ@us.navy.mil	5		

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]

ACCEPTANCE OF AGREEMENT on behalf of:

Walton County S.	heriff's Office
by: XSignature	5/22/2025 Date
Sheriff Keith Brooks	
Type Name and Title	10
Walton County Sheriff's Office	
Name of Law Enforcement Agency	
ACCEPTANCE OF AGREEMENT on behalf of NAVS X BRANDON J. BOEGLIN By direction NSWC Crane	SURFWARCENDIV Crane by: 4/21/25 Date

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY; Walton.County Sheriff's Office

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,

Walton County Sheriff's Office

When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

- 4.1 The Government will -
- 4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.
- 4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.
- In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.
- 4.1.4 The resources to be provided are identified in Block 6 of this agreement.

 NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

- 4.2 The Agency will -
- 4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.
- 4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.
- 4.3. Both Parties will -
- 4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

- POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.
- 6.1.1 For the Government -
- 6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Ms. Tracy Hersman

812-381-0892

tracy.r.hersman.civ@us.navy.mil

- 6.1.2 For the Agency -
- 6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: Walton County Sheriff's Office

Phone Number: (770) 267-1357

Email Address:

Fax Number: (770) 266-1500

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522

and, if to the Agency, to (insert mailing address): 14285 South Madison Avenue Monroe,

Georgia

30655

or as may from time to time otherwise be directed by the Parties.

- 6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.
- 6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
- TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
- 6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.
- ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.
- 6.10 EXPIRATION DATE. This MOA expires on Jun 26, 2026
- 6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.
- 6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

- 6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

- AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
- 7.2. BILLING. The Agency will provide the Government with payment via Automated Cleaning House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.
- 7.3. PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and patricia.l.graves6.civ@us.navy.mil.

For ACH:

Bank Name:

Credit Gateway

Address:

60 Livingston Avenue

St. Paul, MN 55107

RTN/ABA:

051036706

A/C:

801700778009

For Wire Transfer:

Bank Name:

U.S. Treasury

Address:

1500 Pennsylvania Avenue NW

Washington, DC 20220

Country: RTN/ABA:

USA

Account Name:

021030004

DFAS-Cleveland

Account Number:

801700778009

Checks:

Must be made out to: US TREASURY or DFAS.

(All others will be returned)

Mailed to:

Commanding Officer

Naval Surface Warfare Center

300 HWY 361

Electro Optic Technology Division, Bldg. 2044, Attn: S. Arthur

Crane, IN 47522

- 7.4. FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.
- 7.5. ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

Walton County Department Agenda Request

Department Name: Walton County Sheriff's Office

Department Head/Representative: Kim McCord

Meeting Date Request: 06/03/2025

Has this topic been discussed at past meetings? No

If so, When?

TOPIC: Requesting to Donate Armored Vehicle as Capitol Assest

Wording For Agenda: Armored Vehicle

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

*What action are you seeking from the Commissioners? Acceptance

Department Comments/Recommendation: Deputies Beyond the Badge non-profit raised enough funds to purchase the armored vehicle and is requesting the vehicle to be donated to the Walton County Board of Commissioners

Additional Documentation Attached? Temporary Tag Registration

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

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

Date forwarded to County Attorney: 05/21/2025

Has the County Attorney review been completed? Yes

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

Approved in current budget? Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



SS # / Tax ID:

Home Address:

OHIO DEPARTMENT OF PUBLIC SAFETY • BUREAU OF MOTOR VEHICLES TEMPORARY TAG REGISTRATION APPLICATION *** DEALER COPY ***

T640481	Issue Date:	05/16/2025
COMMERCIAL	Expiration Date:	06/30/2025
WALTON COUNTY BOARD OF CO	Dealer Permit:	ND003325
	COMMERCIAL	

Dealership:

City:

Issuing VALLEY FORD TRUCK INC

303 SOUTH HAMMOND DR Address:

5715 CANAL RD VALLEY VIEW

State/ZIP: GA, 30655

MONROE

State/ZIP: OH, 44125

Additional Purchaser

Name:

City:

SS# / Tax ID: Vehicle Year: 2024
Home Address: Vehicle Type: TK
City: Vehicle Make: FORD

State/ZIP: , Vehicle Serial No.: 1FDFF6LT5RDA08193

YOU WILL LOSE YOUR DRIVER LICENSE IF YOU DRIVE WITHOUT INSURANCE OR OTHER ACCEPTABLE FINANCIAL RESPONSIBILITY COVERAGE

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle to allow anyone else to drive the owner's vehicle without FR coverage.
- PROOF OF COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket At all vehicle inspection stops and Upon traffic court
 appearances
- ANY <u>DRIVER OR OWNERWHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license until requirements are met on first offense ONE YEAR on second offense and TWO YEARS on additional offenses Lose his or her license plates and vehicle registration Pay reinstatement fees of \$100.00 for first offense, \$300.00 for second offense, \$600.00 for third and subsequent offenses Pay a \$50.00 penalty for any failure to surrender his or her driver license, license plates, or registration AND Be required to maintain special FR coverage ('High-risk' insurance or equivalent) on file with the Bureau of Motor Vehicles (BMV) for THREE or FIVE YEARS.
 </u>
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all penalties listed above, you
 have A SECURITY SUSPENSION for TWO YEARS or more and A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been
 satisfied).
- THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW.
- WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO
 HAS NO INSURANCE OR OTHER FR COVERAGE.
- WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING: AN INSURANCE POLICY showing
 automobile liability insurance of at least \$25,000 bodily injury per person, \$50,000 injury two or more persons, and \$25,000 property damage AN
 INSURANCE IDENTIFICATION CARD (same coverage) A SURETY BOND OF \$30,000 issued by any authorized surety company or insurance
 company A BMV BOND SECURED BY REAL ESTATE having equity of at least \$60,000 A BMV CERTIFICATE FOR MONEY OR
 GOVERNMENT BONDS in the amount of \$30,000 on deposit with the Ohio Treasurer of State A BMV CERTIFICATE OF SELF-INSURANCE,
 available only to companies or persons who own at least twenty-six motor vehicles.

PROOF OF FINANCIAL RESPONSIBILITY

I affirm that the owners (or lessees of leased vehicle) now have insurance or other proof of financial responsibility (FR) coverage covering this vehicle and will not operate or permit the operation of this vehicle without FR coverage. By signing this I acknowledge that I have received a copy of the financial responsibility notice.

×	
Signature of Purchaser(s)	Date

Walton County Department Agenda Request

Department Name: Walton County Sheriff's Office

Department Head/Representative: Kim McCord

Meeting Date Request: 06/03/2025

Has this topic been discussed at past meetings?

If so, When?

TOPIC: Transfer of Multipurpose K9 (Eika)

Wording For Agenda: Declare as surplus and transfer to Handler

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

*What action are you seeking from the Commissioners? Acceptance

Department Comments/Recommendation:

Additional Documentation Attached? Transfer Letter

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? No

Date forwarded to County Attorney:

Has the County Attorney review been completed?

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:



SHERIFF KEITH BROOKS

WALTON COUNTY SHERIFF'S OFFICE

1425 South Madison Avenue, Monroe, Georgia 30655 Office (770) 267-6557 Fax (770) 267-1500



May 2, 2025

To: Jennifer Wall, Finance Director

From: Major Scott Whisnant

Ref: Transfer of Canine Eika

Canine Eika currently suffers from extreme arthritis. This issue and the overall age of Eika will prevent the canine from performing all assigned duties. Canine training staff as well as veterinarian services support retiring canine Eika.

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

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

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

Walton County Department Agenda Request

Department Name: Public Information

Department Head/Representative: Ben Hammond

Meeting Date Request: 6/3/2025

Has this topic been discussed at past meetings? No

If so, When?

TOPIC: Digital video showcase services

Wording For Agenda: CGI Digital Community Showcase Video Program Agreement

This Request: Informational Purposes Only

Needs Action by Commissioners*

*What action are you seeking from the Commissioners? Approval

Department Comments/Recommendation: Proposed is an agreement for CGI Digital to provide a community video program at no cost to the county. Recommended approval.

Additional Documentation Attached? Agreement, example letter, and program explanation

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

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

Date forwarded to County Attorney: 4/1/2025

Has the County Attorney review been completed? Yes

If this request involves the expenditure of county funds, please answer the following: Request does not Approved in current budget?

Budget information attached?

Comments:

Request does not involve expenditure of funds.

Purchasing Department Comments:

County Attorney Comments:

Charles M. Ferguson, Jr.

I don't see any issues with the CGI Agreement.

Thanks, Chip

CHARLES M. FERGUSON, JR.

ATKINSON | FERGUSON, LLC

Chairman's Comments:

Apr 20, 2025, 6:36 PM



Name: Ben Hammond Title: **Public** Information Officer Address: 303 South Hammond Drive County, State, Zip: Monroe, GA 30655 Phone number: 770-267-1979 Website: https://www.waltoncountyga.gov/ Email: ben.hammond@co.walton.ga.us

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the County of Walton, GA (the "County") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the https://www.waltoncountyga.gov/ homepage including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to six one-minute videoswith subject matter that may include but is not limited to: Welcome, Education, Healthy Living, or
- Homes/Real Estate Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)
- Provide script writing and video content consultation
- Send a videographer to County locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Create all aspects of video production which includes, storyboarding, shot lists, filming, graphics, color grading, music selection and audio mastering
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers,
- and Internet connection speeds
- Store and stream all videos on CGI's dedicated server
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution Facilitate viewer access of the Community Video Program from County website, including any alternate versions of County's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the https://www.waltoncountyga.gov/ website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos Grant to County a license to use CGI's Line of Code to link to and/or stream the videos

Own copyrights of the master Community Video Program

- Assume all costs for the Community Video Program
- Honor any request for termination upon 30 day notice so long as the County agrees to display the video program link with participating sponsors from its homepage for the duration of business sponsorship fulfillment

During the term of this Agreement, the County shall:

- Provide a letter of introduction for the program on County's letterhead
- Assist with the content and script for the Community Video Program
- Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use County's name in connection with the preparation, production, and marketing of the Community Video Program
- Display the "Coming Soon" graphic link prominently on the https://www.waltoncountyga.gov/ within 10 business days of receipt of HTML source
- Display the "Community Video Program" link prominently on its https://www.waltoncountyga.gov/ homepage, including any alternate versions of
- your home page, for viewer access on different devices for the entire term of this Agreement
- Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
 - Agree that the County will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicounty right for use in any video or other display comprising this program. Submissions should be received by CGI by the agreed-upon primary filming date.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. The county warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

Walton County, GA	CGI Communications, Inc. D/B/A CGI Digital		
Signature:	Spice Rongs		
Name (printed):	Name (printed): Nicole Rongo		
Title:	Title: Vice President, Government Relations & Strategic Partnerships		
Date:	DATE: March 31, 2025		



DATE

Dear valued business owner,

We are pleased to announce our new partnership with CGI Digital (CGI) to coordinate and produce a series of videos highlighting all we have to offer to residents, visitors, and businesses.

With a highly visible interface on our official website

homepage, https://www.waltoncountyga.gov/, our Video Tour will allow viewers to learn more about area attractions, quality of life, economic development, and much more.

We know businesses play a critical role in our county's vitality. This program presents an opportunity for local businesses to greatly enhance their online presence through various digital media technologies. In addition, the Video Tour will backlink to CGI's, www.elocallink.tv, providing increased exposure for all participants. Our businesses will also have an exclusive first look at CGI's latest platform, HelloNation, a powerful platform designed to enhance community engagement and business visibility through dynamic digital storytelling.

We encourage you to consider being a part of this initiative. To learn more about participation opportunities or to request an appointment, please email Vice President, Nicole Rongo at nicoler@cgicompany.com.

Thank you for being a part of what makes Walton County a great place to live, learn, work, and play.

Sincerely, (Wet signature) NameTitle





We are excited to work with you!

Every community has a spirit — unique offerings that make where you live a wonderful place to experience the day-to-day. At CGI Digital, we partner with municipalities in all 50 states to produce virtual city tours to attract potential businesses, tourists and residents. Our community video showcase program is a hallmark of our company and truly what sets us apart from other digital marketing agencies.

CGI Digital is proud to work in partnership with the National League of Cities, United States Conference of Mayors, and the National Association of Counties.

CGI Digital continues its tradition of bringing new life and opportunities to our country's communities.



KICKOFF CHECKLIST

LETTER OF INTRODUCTION

If you have not already sent in your Letter of Introduction, we kindly ask you to please place the letter on your official letterhead, sign it, and return it via email.

VENDOR LIST

We kindly ask that you provide us with your city vendors list (city landscaper, electrician, builder, caterer, etc.) so we can provide them a first look at our program as a courtesy. In addition, you may share any referrals or suggestions of local businesses that you feel will benefit from the program sponsorship opportunities.

COMMUNITY ORGANIZATIONS

At CGI, we believe that nonprofits play a critical role in the quality of life of your residents. That is why we offer **free** participation for up to 20 of your community based organizations. Please provide a list of the organizations you would like to see benefit from the program's free exposure.



NEXT STEPS

The Welcome Meeting

To get started, please provide available dates within the next 10 business days for a Program Start-up meeting with your Account Manager. The meeting will be approximately 30 to 60 minutes and will cover production and sponsorship outreach timelines. They will also discuss the importance of creating a video press release to help promote the initiative.



The Production Meeting

During this meeting, your Video Producer will explain each step in detail and ensure the final video includes everything that is important to you. You will also set a shoot date during this meeting, and define a clear deadline for the project.



VIDEO PRESS RELEASE

We are Excited to Announce a New Partnership with CGI Digital

The Video Press Release is designed to create excitement while also getting the word out about the video program to your area residents and businesses. This short video is posted to your website and can be shared on social media platforms while we work to produce the final video series. Below is an example of a VPR for the city of Siloam Springs, Arkansas.

Steps:

- 1.) Schedule date to film VPR
- 2.) Film using OpenReel right at your desk
- 3.) CGI will edit
- 4.) Final Approval
- 5.) Add to website and share on social media platforms



HOW TO PREPARE FOR YOUR UPCOMING MEETINGS

Choose from a list of topics or create your own!

Video Tour Topics

Welcome Education **Health & Wellness Workforce Development Municipal Services** Recruitment **Green Initiatives Community Organizations Entertainment & Attractions** Real Estate/Relocation Quality of Life **Economic Development Tourism Business & Industry** Parks & Recreation Recreation/Things to Do **Arts & Culture** History **Diversity & Inclusion** Agritourism/Agriculture Shopping & Dining **Professional Services** Manufacturing **Technology Hometown Heroes**

Public Safety





We look forward to discussing the following questions in your Production Meeting depending on the video topics you select!

1. Welcome

- What makes your community unique/special from the surrounding communities?
- Is your community known for anything in particular? What are some attractions or events that the area is known for? Any attention-grabbing facts or history worth
- mentioning? What makes your community an ideal place to live?

2. Education

- What public and private schools are in the area? What would you specifically like to highlight about them?
- Are there colleges/universities in the area? Any details about them you'd like to specifically include?
- What other educational opportunities exist in your community? I.E. community center programs, workforce development, libraries, etc.

3. Quality of Life

- What kinds of outdoor recreation do people take part in? Describe any scenic areas and geographic attractions.
- Describe your notable parks and their amenities. What is your most popular park and why?
- What activities are residents able to take part in at local parts?
- Local amenities?
- What are the top three benefits of living in your community? Why do residents love it here?
- What are the notable hospitals and healthcare facilities in the area? (only if no Healthcare chapter)



4. Homes and Real Estate

- What types of housing are available (new developments, condos/apartments, single-family homes, historic homes, waterfront properties, etc)?
- Why would new residents want to move to the area (ideal location, job opportunities, great schools, etc.)?
- Are there particular areas or neighborhoods within your community that attract potential movers and homebuyers?

5. Tourism

- What are some unique destinations/attractions in the area?
- Are there any historic districts, museums, and attractions?
- Are there any local festivals held throughout the year?
- Are there any unique local shops or well-known restaurants in the area?
- What's the most fun thing to do in your community?
- Is there anything happening in your community that you'd like to bring more attention to?

6. Economic Development OR Business and Industry

- What are the major industries in the area?
- What opportunities are there for new businesses (business parks, areas ready for development, etc.)?
- What job opportunities/resources are there for residents?
- Who are the major employers?
- Are there any local organizations, initiatives, or programs that promote economic development? If so, what would you specifically like to highlight about them?
- Is there revitalization or redevelopment happening? If so, what specifically?



HOW TO PREPARE FOR YOUR UPCOMING MEETINGS

7. Healthcare

- What are the notable hospitals and healthcare facilities in the area?
- Are there any healthy living initiatives taking place in your community?
- Are there any specific smaller practices you'd like to bring attention to?

8. Parks & Recreation

- How do residents stay active in your community?
- What are the most scenic locations around?
- Describe recreation opportunities that await at local parks?
- What is the most popular/notable park(s) in your community?
- Anything interesting going on at the rec center?

9. Shopping & Dining

- What's happening downtown?
- What are the hottest spots? What's the nightlife scene like?
- Major shopping outlets?
- Any unique boutiques, one-stop-shops, thrift stores, etc?

Additional questions to consider:

- Would you like any speakers on camera?
- What about resident testimonials?
- Would you like to specifically mention any businesses or should this be kept vague?
- Would you be interested in making any chapters more stylish/visually driven?



GATHER INFORMATION FOR EACH VIDEO SEGMENT



Community brochures, directories, or magazines.

Let your Video Producer know if you have video content or photos you'd like to include in the program.





Determine who will be the most comfortable and confident in front of the camera for your Welcome video!



PRODUCTION PROCESS



Shot List

03

Scripting

A professional writer will review the information gathered during the production meeting and create a voiceover script that meets all the requirements. You will have final say over the script that is used.

Taking the foundation created by the writer, the producer will notate a guide to your video, listing all people, props, and locations needed as well as the guide for filming the day of the shoot.

Videography

The videographer will arrive at the scheduled time and direct the shoot, filming all necessary scenes for your video. The footage will then be sent to your editor.

04

05

06

Editing

The editor will create a story and utilize the best footage for your videos to come to life.

Approval

Once all changes you may have are made, your producer will ask for your final approval of the video.

Add to website

After the video is approved, your Video Account Executive will work with you to embed the Video Tour prominently on your website homepage.

GET THE MOST OUT OF YOUR VIDEO TOUR!

WEBSITES

- Feature the Video Tour on the official community homepage
- Use our content for your website page headers
- Provide video tour for your:
 - Chamber of Commerce
 - Economic Development Agencies
 - Main Street Association
 - o Convention and Visitor's Bureau
 - Other websites that aid in the promotion of the area

EMAIL/TEXT

- Embed video link into email signatures
- Send specific video chapters to residents, visitors and businesses



SOCIAL MEDIA

- Facebook
- YouTube
- Instagram
- Twitter
- LinkedIn
- Internal departments social media platforms



Share your videos at least once a month on social media platforms to reach new audiences!

OTHER

- Play videos on your cable access channel
- Play videos prior to State of the City Address, meetings, and presentations
- Share Video Tour with real estate agencies and school districts
- Local businesses, non-profits, and organizations can also feature the Video Tour on their website and social media platforms
- Trailer for your local movie theater: Example

We look forward to working with you!





130 East Main Street Rochester, New York 14604

800-398-3029



MASTER AGREEMENT

Customer	AT&T
Walton County GA	AT&T Enterprises, LLC.
Street Address: 111 South Broad Street	
City: Monroe State/Province: GA	
Zip Code: 30655 Country: US	
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Wendra Williams	Street Address: 1600 Williams St
Title: 911 Director	City: Columbia State/Province: SC
Street Address: 2640 Whitney Rd	Zip Code: 29201 Country: US
City: Monroe State/Province: GA	
Zip Code: 30655 Country: US	With a copy to:
Telephone: (770) 464-1915	AT&T Corp.
Fax:	One AT&T Way
Email: wwilliams@co.walton.ga.us	Bedminster, NJ 07921-0752
	ATTN: Master Agreement Support Team
	Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer	AT&T
(by its authorized representative)	(by its authorized representative)
<u></u>	D.
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

1. INTRODUCTION

- 1.1 **Overview of Documents**. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:
 - (a) **Pricing Schedules**. A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
 - (b) Tariffs and Guidebooks. "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
 - (c) **Acceptable Use Policy**. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
 - (d) **Service Guides**. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.
- 1.2 **Priority of Documents**. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.
- 1.3 **Revisions to Documents**. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.
- 1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

- 2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.
- 2.2 AT&T Equipment. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- 2.3 **Purchased Equipment**. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.
- License and Other Terms. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

Access Right. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

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- 3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply 3.3 with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.
- Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

PRICING AND BILLING 4.

- Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.
- Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.
- 4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.
- Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.
- 4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.
- Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.
- 4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

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4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

- 5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.
- Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).
- 5.3 **Exceptions**. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.
- Privacy. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 **Limitation of Liability**.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.
- Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.
- 6.3 **Purchased Equipment and Vendor Software Warranty**. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.
- Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.
- Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

- AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.
- 7.2 **Customer's Obligations**. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.
- 7.3 **Infringing Services**. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.
- Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.
- 7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

- 8.1 **Termination of Agreement**. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.
- 8.2 **Termination or Suspension**. The following additional termination provisions apply:
 - (a) Material Breach. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
 - (b) Materially Adverse Impact. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
 - (c) Internet Services. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when:

 (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
 - (d) Fraud or Abuse. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
 - (e) Infringing Services. If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
 - (f) Hazardous Materials. If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

- 10.1 **Publicity**. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.
- 10.2 **Trademarks**. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.
- 10.3 **Independent Contractor**. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.
- 10.4 **Force Majeure**. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.
- Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.
- 10.7 **Severability**. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.
- 10.8 **Injunctive Relief**. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.
- 10.9 **Legal Action**. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.
- Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.
- 10.11 **Governing Law**. This Agreement will be governed by the law of the State of Georgia, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

- 10.12 **Compliance with Laws**. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.
- 10.13 **No Third Party Beneficiaries**. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.
- 10.14 **Survival**. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.
- 10.15 **Agreement Language**. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.
- 10.16 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

- "Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.
- "API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.
- "AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.
- "Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.
- "Cutover" means the date Customer's obligation to pay for Services begins.
- "Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.
- "MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).
- "Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.
- "Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.
- "Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.
- "Service Component" means an individual component of a Service provided under this Agreement.
- "Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.
- "Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.
- "Software" means AT&T Software and Vendor Software.
- "Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.
- "Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

Walton County Department Agenda Request

Department Name: Walton Fire Rescue

Department Head/Representative: Kevin Haney

Meeting Date Request: June 3rd 2025

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

If so, When?

TOPIC: Updated Auto Aid Agreement

Wording For Agenda: Rockdale / Walton updated Auto Aid Agreement

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

*What action are you seeking from the Commissioners? approval

Department Comments/Recommendation: This is to update the Auto Aid with Rockdale and is benifical for ISO.

Additional Documentation Attached?

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

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

Date forwarded to County Attorney: May 21st 2025

Has the County Attorney review been completed? yes

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

Approved in current budget? Budget information attached?

Comments: This does not request funds

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

AGREEMENT OF MUTUAL AID AND AUTOMATIC AID BETWEEN WALTON COUNTY, GEORGIA AND ROCKDALE COUNTY, GEORGIA

This Agreement ("Agreement') is made and entered into this _______day of _______, 2025, by and between ROCKDALE COUNTY, GEORGIA, (hereinafter "Rockdale County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and WALTON COUNTY, GEORGIA, (hereinafter "Walton County") organized and existing under the laws of the State of Georgia, acting by and through its duly elected Board of Commissioners.

WITNESSETH:

WHEREAS, Rockdale County and Walton County, Georgia are contiguous; and,

WHEREAS, Rockdale County and Walton County, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance; and,

WHEREAS, Rockdale County and Walton County, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other party in the event of fire or other local emergency, and to take part in joint training exercises; and,

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual aid and automatic aid (first response) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. 36-69-3 "Georgia Mutual Aid Act".

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1 - AUTOMATIC AID FIRST RESPONSE

Paragraph 1.0. The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Rockdale County Fire Chief and the Walton County Fire Chief and attached and incorporated hereto as Addendum A and hereinafter referred to as "response district". This response district may be changed to reflect additions or deletions of response areas with the written approval of both parties.

Paragraph 1.1. In the event of any fire, rescue, disturbance, or other fire related local emergency occurring in the response district, Rockdale County and Walton County shall furnish such fire suppression, protection, and rescue services as may be reasonably required to cope with such emergency, in addition to the first response assignment, subject to the limitations hereinafter set forth in this agreement.

Paragraph 1.2. The level of automatic aid (first response), including the equipment and minimum staff utilized, shall be extended to a level agreed upon by the Rockdale County Fire Chief and the Walton County Fire Chief and included herein as Addendum B.

ARTICLE 2 - MUTUAL AID

Paragraph 2.0. The level of mutual aid shall be extended to a level agreed upon by the Rockdale County Fire Chief or their designee and included herein as Addendum B. Upon approval of the Fire Chiefs or their designee, the party furnishing aid shall determine the actual amount of equipment and staff it will request or extend in each emergency based on the available personnel and equipment and of local conditions at the time of the emergency.

Paragraph 2.1. It is expressly agreed that the aid actually furnished may be recalled at the discretion of the Fire Chief or their designee of the furnishing jurisdiction.

Paragraph 2.2. It is further agreed that the parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE 3 - SUPERVISION

Paragraph 3.0. The furnishing jurisdiction shall dispatch a Chief Officer. The Chief Officer shall coordinate the resources of the furnishing jurisdiction and shall report to the OIC (Officer in Charge) of the jurisdiction having authority over the fire, rescue, disturbance, or other fire related local emergencies occurring in the response district.

Paragraph 3.1. When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the jurisdiction receiving aid then the furnishing jurisdiction's Chief Officer shall coordinate and give the general directions as to the work to be done. The furnishing Chief Officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

Paragraph 3.2. Personnel who are furnished will work as far as possible under their own equipment except as provided in Paragraph 3.1.

Paragraph 3.3. All general directions relating to the work will be given by the appropriate Officers of the jurisdiction receiving the aid except as provided above in Paragraph 3.1.

Paragraph 3.4. The receiving jurisdiction will be responsible for providing gasoline, diesel fuel, oil and other materials as needed for the use of equipment at the scene of an emergency.

ARTICLE 4 - LIABILITY

Paragraph 4.0. There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

Paragraph 4.1. Every employee shall be deemed to be an employee and agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than their regular employer.

Paragraph 4.2. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner's jurisdiction.

ARTICLE 5 - CONSIDERATION

Paragraph 5.0. No party under this agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this agreement.

Paragraph 5.1. It is expressly agreed that the mutual advantage and protection afforded by this agreement is adequate consideration to both parties.

Paragraph 5.2. Each party to this agreement shall comply with the workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 5.3. Each party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other party.

ARTICLE 6 - RELEASE OF CLAIMS

Paragraph 6.0. Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant to this agreement.

ARTICLE 7 - INJURIES TO PERSONNEL

Paragraph 7.0. Any damage or other compensation which is required to be paid to any employee regarding any injury occurring while their services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE 8 - NO THIRD-PARTY BENEFICIARIES

Paragraph 8.0. This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE 9 - TERM OF AGREEMENT

Paragraph 9.0. This agreement shall commence upon its approval by the respective governing bodies of Rockdale County and Walton County. This agreement shall stand automatically renewed by the parties each year thereafter on January 1st, unless and until such time as written notice of termination or modification is received by either party at least ninety (90) days prior to the expiration of the first term of any renewal term thereafter.

ARTICLE 10 - DISPATCHING OF ALARM - AUTOMATIC AID

Paragraph 10.0. The dispatcher of the party having control over the emergency scene will dispatch his or her department's preassigned apparatus first.

Paragraph 10.1. The dispatcher will then contact the fire department, which provides automatic aid apparatus to the alarm and advise them of the request.

Paragraph 10.2. When dispatching an apparatus to a location involving automatic aid, each party's dispatcher will announce that automatic aid is responding. This will enable the Officer in Charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

ARTICLE 11 - FIRE SCENE COMMUNICATIONS

Paragraph 11.0. The Officer in Charge of the jurisdiction having authority over the fire, rescue, disturbance, or other fire related local emergency occurring in the response district shall provide specific instructions to the automatic or mutual aid Officer arriving on the emergency scene, unless and until a more sophisticated fire scene communications system can be provided for the automatic aid system.

Paragraph 11.1. Whenever possible, the Officer in Charge of the emergency scene should provide the automatic or mutual aid Officer with a portable radio for use during the emergency.

Paragraph 11.2. Upon arriving on the scene, the automatic or mutual aid Officer in Charge shall keep his or her department informed of the status of the operation. If it appears the automatic or mutual aid equipment will be needed at the emergency scene for an extended period of time, the automatic or mutual aid Officer should advise his or her dispatcher.

ARTICLE 12 - MOVE UP OR EQUIPMENT - MUTUAL AID

Paragraph 12.0. Each party agrees and acknowledges that it will be the responsibility of each party to provide the back-up coverage necessary for its own department.

Paragraph 12.1. In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the jurisdiction may request aid to cover vacant areas by "moving up" mutual aid units into the affected jurisdiction.

ARTICLE 13 - ADMINISTRATION

Paragraph 13.0. It is agreed by each of the parties that for the purposes of liaison and administration, the Rockdale County Fire Chief and the Walton County Fire Chief shall be jointly responsible.

ARTICLE 14 - ENTIRE AGREEMENT

Paragraph 14.0. This agreement shall constitute the entire agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 14.1. This agreement shall be the sole instrument for the provision of emergency fire service mutual aid and automatic aid between the parties.

ARTICLE 15 - TERMINATION

Paragraph 15.0. Either party to this agreement may terminate the agreement by giving not less than ninety (90) days' advance written notice to the other party.

ARTICLE 16 - TERM OF AGREEMENT

Paragraph 16.0. Unless otherwise extended or shortened in writing by all parties, the initial term of this Agreement shall be for ten (10) years, expiring at midnight on <u>December 31, 2035</u>. This Agreement shall automatically renew on January 1st of each successive year thereafter, but in no event shall this agreement extend for more than fifty (50) years from the effective date of this Agreement. As a best practice, during the term of this Agreement, the parties may periodically review the terms and conditions and determine whether any amendments are warranted.

Paragraph 16.1. Nothing in this Article shall preclude termination pursuant to Article 15.

ARTICLE 17 - SEVERABILITY OF TERMS

Paragraph 17.0. In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 18 - GOVERNING LAW

Paragraph 18.0. This agreement shall be governed in all respects by the laws of the State of Georgia

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their duly authorized representatives on the date and year first above written.

ROCKDALE COUNTY, GEORGIA	WALTON COUNTY, GEORGIA
By:	By:
Attest:	Attest:
Jennifer Rutledge, Executive Director/County Clerk	Rhonda Hawk, County Clerk
Approved as to Form:	Approved as to Form:
M. Qader A. Baig, County Attorney	Charles M. Ferguson, Jr., Esq, County Attorney
Approved as to Substance:	Approved as to Substance:
James Robinson, Rockdale County Fire Chief	Kevin Haney, Walton County Fire Chief

ADDENDUM A RESPONSE DISTRICT

Per Paragraph 1.0 of the Aid Agreement, the Automatic Aid Response Districts of both Rockdale County and Walton Counties shall be defined as those areas contained within one (1) linear mile of the county line separating the counties and be considered the feasible boundary limits as designated and agreed upon by the Rockdale County Fire Chief and the Walton County Fire Chief.

All care will be made to maintain current information within each receiving jurisdiction to note those addresses to receive Automatic Aid from the furnishing jurisdiction. Such information may come from any or all the following entities, departments, or groups within each jurisdiction with the approval of the Fire Chief of that jurisdiction:

Fire Department

911/Dispatch Center

GIS (Geographic Information Systems)

Each receiving jurisdiction shall provide the appropriate maps (electronic and hard copy) and other location information to the furnishing jurisdiction and update those maps when warranted by changes in the response district.

This response district may be changed to reflect additions or deletions of response areas with the approval of both parties.

ADDENDUM B FIRE DEPARTMENT RESPONSE

WALTON COUNTY, GEORGIA RESPONSE:

<u>AUTOMATIC AID</u>: One (1) Fire Apparatus and a Minimum of Two (2) Firefighters One (1) Chief Officer

Apparatus to be committed from the nearest designated station in the "response district".

If the apparatus in the designated station is not available for the call, no other apparatus shall be dispatched.

One (1) Fire Apparatus, one (1) Rescue Unit, and one (1) Chief Officer shall be dispatched on any Structure Fire, Entrapment, or Hazardous Material Incident.

<u>Mutual Aid</u>: Request for specific equipment will be made by an officer of the receiving jurisdiction. The response of this equipment will be contingent on the approval by the Chief Duty Officer of the furnishing jurisdiction.

ROCKDALE COUNTY, GEORGIA RESPONSE:

<u>AUTOMATIC AID</u>: One (1) Fire Engine and a Minimum of Three (3) Firefighters One (1) Battalion Chief

Apparatus to be committed from the nearest designated station in the "response district".

If the apparatus in the designated station is not available for the call, no other apparatus shall be dispatched.

One (1) Fire Engine and one (1) Battalion Chief shall be dispatched on any Structure Fire, Entrapment, or Hazardous Material Incident.

<u>Mutual Aid</u>: Request for specific equipment will be made by an officer of the receiving jurisdiction. The response of this equipment will be contingent on the approval by the Chief Duty Officer of the furnishing jurisdiction.

ADDENDUM C MAINTENANCE OF THE AGREEMENT

Both parties to the agreement will review the contact and general information contained in the agreement and all addendums annually for completeness and correctness.

Both parties to the agreement agree to meet and have at least one (1) mutual aid training session each quarter and each fire department will document said training with a sign-in sheet and an outline of the training reviewed. These training documents will be retained by each department with the annual confirmation of the agreement.

Each party will keep a notation of the annual confirmation of the agreement in their own records.

Any correction of information in the agreement will not constitute a change in the spirit or intent of the agreement and will not require any additional action on either party to continue the agreement.