

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer -- Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director -- Signature

GEMA/HS Director -- Print Name

Date: ____/____/____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Chief Executive Officer – Signature Date: ____/____/____

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for _____
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name	Job Title/Position
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Signature of Above Individual

Print Name	Job Title/Position
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Signature of Above Individual

Print Name	Job Title/Position
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Signature of Above Individual

Chief Executive Officer –Signature Date: ____/____/____

Chief Executive Officer – Print
Name

Statewide Mutual Aid Agreement (SWMAA) FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract (the "Contract"), is between Walton County, Georgia (the "County"), the City of Monroe ("Monroe"), the City of Loganville ("Loganville"), the City of Social Circle ("Social Circle"), the City of Walnut Grove ("Walnut Grove"), the City of Good Hope ("Good Hope"), the City of Jersey ("Jersey") and the City of Between ("Between" and together with Monroe, Loganville, Social Circle, Walnut Grove, Good Hope and Jersey, the "Cities").

PREAMBLE

Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent sales and use tax (the "Sales and Use Tax") in such district for the purposes specified therein.

The County and the Cities wish to continue the Sales and Use Tax presently in effect, which expires on December 31, 2024, and are entering into this Contract for the purpose of specifying the projects to be funded with such Sales and Use Tax and providing for the distribution of the proceeds of the Sales and Use Tax.

In consideration of the mutual agreements of the County and the Cities in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which the County and the Cities acknowledge, the County and the Cities agree as follows:

Section 1. Representations of the Cities.

Each of the Cities hereby represents as follows:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the City, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or by which the City is bound.

(c) To the knowledge of the City, there is no litigation pending or threatened challenging the existence or powers of the City or the ability of the City to enter into this Contract, or seeking to restrain or enjoin the City from entering into this Contract or acquiring, constructing or installing any of the projects sought to be financed from the proceeds of the Sales and Use Tax.

Section 2. Representations of the County.

The County hereby represents as follows:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Contract, or seeking to restrain or enjoin the County from entering into this Contract, imposing the Sales and Use Tax or acquiring, constructing or installing any of the projects of the County sought to be financed from the proceeds of the Sales and Use Tax.

Section 3. Referendum for Imposition of Sales and Use Tax.

The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 21st day of May, 2024, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district which consists of Walton County, as authorized by the Act for 24 calendar quarters (six years) for the purpose of funding the projects described in this Contract (collectively the "Projects" or as to any City or the County, the "Projects" of such City or County). The amount of money to be raised by the Sales and Use Tax is estimated to be \$120,000,000. The Projects and the estimated amount of Sales Tax and Use Tax attributable to each Project is shown on Schedule A attached to this Contract.

Section 4. Conditions Precedent.

The obligations of all parties under this Contract are conditioned upon the following events:

(a) The adoption of a resolution by the Board of Commissioners of Walton County authorizing the imposition of the Sales and Use Tax and calling the referendum described above.

(b) The approval of the Sales and Use Tax by a majority of the voters in the County voting in the election for those purposes as required by the Act.

Section 5. County Sales and Use Tax Fund; Separate Accounts; No Commingling.

Prior to the first date on which the Sales and Use Tax will be collected, the County shall establish a special fund or account designated as the 2025 Special Purpose Local Option Sales Tax Fund for the County (the "Project Fund Account" of the County), and each City shall create a special fund or account to be designated as the 2025 Special Purpose Local Option Sales Tax Fund for each such City (each such fund or account, the "Project Fund Account" of such City). The County shall select a local bank which shall act as a depository and custodian of the Project Fund Account of the County upon such terms and conditions as may be acceptable to the County, and each City shall select a local bank which shall act as a depository and custodian of the Project Fund Account of each such City upon such terms and conditions as may be acceptable to each such City. All Sales and Use Tax proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Section. Sales and Use Tax proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Contract. No funds other than Sales and Use Tax proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of Sales and Use Tax Proceeds.

Upon receipt by the County of Sales and Use Tax proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the County's Project Fund Account and, within ten (10) business days thereof, disburse the Sales and Use Tax proceeds due to each City in accordance with Section 7. The proceeds shall be deposited in the Project Fund Account established by each City in accordance with Section 5. Should any City cease to exist as a legal entity before all funds are distributed under this Contract, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor city. If such an act is passed, the defunct City's share shall be paid to the successor city in addition to all other funds to which the successor city would otherwise be entitled.

Section 7. Priority and Order of Project Funding.

The parties hereto agree that the proceeds of the Sales and Use Tax received each month will be applied as follows (and in the order indicated below):

- (a) First, the Sales and Use Tax receipts shall be deposited into the Project Fund Account of the County in an amount equal to \$480,000 per month, the monthly amount needed for the County to make installment payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex as shown on Schedule A.
- (b) Next, the Sales and Use Tax receipts shall be deposited into the Project Fund Account of the County and each of the Cities in accordance with the percentages shown in the column with the heading "Allocation of Sales and Use Tax Proceeds After Funding the County's Acquisition of the Public Safety Complex from the Walton Industrial Building Authority" on Schedule B.

Except as provided in Section 8 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Contract.

Section 8. Completion of Projects.

The County and Cities acknowledge that the costs shown for each project described on Schedule A are estimated amounts. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Schedule A, the County may apply the remaining unexpended funds to any other county project in Schedule A. If a city project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Schedule A, the City may apply the remaining unexpended funds to any other project included for that City in Schedule A.

Within thirty (30) days after the Projects of any City have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other Authorized Signatory, setting forth the date on which the final Project or Projects were completed and stating that all Sales and Use Tax proceeds deposited into the Project Fund Account for such City have been applied to the Project or Projects or otherwise applied in accordance with the Act.

Section 9. Audits.

(a) Each of the Cities and the County shall include in its annual audit the schedule required by Section 48-8-121 of the Act relating to each Project approved for such City or the County in the referendum. Each of the Cities and the County shall publish the report relating to the Projects of such City and County as required by Section 48-8-122 of the Act. Each City and the County agrees that the proceeds received from the Sales and Use Tax shall be used by the County or the City, as the case may be, exclusively for the purpose or purposes specified in the resolution calling for the referendum except as may otherwise be permitted under the Act. Each of the Cities and the County shall be responsible for their own expenses incurred in maintaining such records and making any such reports.

(b) The County and each of the Cities shall have no liability to each other for the failure by any City or the County to spend the proceeds received from the Sales and Use Tax for the purposes authorized in the referendum, although the County shall have the right, but not the duty, to seek to enforce the obligation of each of the Cities to apply the proceeds received from the Sales and Use Tax in accordance with the Act and the referendum.

Section 10. Other Expenses; Reimbursement.

The parties to this Contract acknowledge that the fees and expenses relating to, or incurred incident to, calling the referendum for the imposition of the Sales and Use Tax shall be paid by the County and each City shall reimburse the County for their pro rata share of any such expenses in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. The County shall from time to time provide notification to the Cities of any other expenses relating to the Sales and Use Tax proceeds. Each of the Cities agrees that it will be liable to the County for their pro rata share of any such expenses in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. In the event that following the passage of the referendum relating to the imposition of the Sales and Use Tax, any litigation or threatened litigation, audit or investigation relating to the imposition of the Sales and Use Tax or the use of the proceeds of the Sales and Use Tax or other similar matters relating thereto shall occur, the County

shall have the right on behalf of itself and the Cities to conduct such litigation or handle such threatened litigation, audit or other investigation and to retain such attorneys and other experts as may be required or appropriate in connection therewith. The County shall give prompt notice to the Cities of the institution of any such litigation or threatened litigation, audit or investigation. Each of the Cities agrees that it will be liable to the County for their pro rata share of the costs of such litigation or threatened litigation, audit or investigation, or for the cost of any judgment or settlement of such litigation or threatened litigation, audit or investigation in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. The Cities agree that any payment required to be made to the County under this Section shall be made promptly upon receipt by the City of a statement therefor from the County.

Nothing in this Section shall preclude any City or the County (either individually or collectively) from seeking repayment from, or from instituting any action against, any other party to this Contract to the extent that any action or inaction on the part of any party or parties to this Contract results in liability to the County or the Cities whether directly or indirectly pursuant to this Section of this Contract, and the costs of any such action shall not be shared as provided in this Section but shall be costs of the parties involved in such action.

Section 11. Term of this Contract.

The term of this Contract (assuming the conditions precedent in Section 5 have been satisfied) shall expire at the later of (i) October 1, 2031 or (ii) the date on which any moneys held in any accounts or sub-accounts established under this Contract are fully depleted, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 12. Arbitration.

The parties hereto agree to submit any controversy arising under this Contract to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 et seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the Arbitration Code and the parties hereby agree to comply with and be governed by the provisions of the Arbitration Code as to any controversy so submitted to arbitration.

Section 13. Counterparts.

This Contract may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 14. Governing Law.

This Contract and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 15. Severability.

Should any provision of this Contract or application thereof to any person, entity or circumstance be held invalid or unenforceable, the remainder of this Contract or the application of such provision to any person, entity or circumstance, other than those to which it is held invalid or unenforceable,

shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the full extent permitted by law.

Section 16. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) As to Walton County:
Walton County Board of Commissioners
Attention: Chairman
111 South Broad Street
Monroe, GA 30655
- (b) As to the City of Monroe:
City of Monroe
Attention: Mayor
215 North Broad Street
Monroe, GA 30655
- (c) As to the City of Loganville:
City of Loganville
Attention: Mayor
P.O. Box 39
4303 Lawrenceville Road
Loganville, GA 30052
- (d) As to the City of Social Circle:
City of Social Circle
Attention: Mayor
P.O. Box 310
166 North Cherokee Road
Social Circle, GA 30025
- (d) As to the City of Walnut Grove:
City of Walnut Grove
Attention: Mayor
2581 Leone Avenue
Loganville, GA 30052
- (e) As to the City of Good Hope:
City of Good Hope
Attention: Mayor
P.O. Box 10
169 Highway 83 South

Good Hope, GA 30641

(g) As to the City of Jersey:
City of Jersey
Attention: Mayor
P.O. Box 218
Jersey, GA 30018

(h) As to the City of Between:
City of Between
Attention: Mayor
P.O. Box 46
1926 New Hope Church Road
Monroe, GA 30655

Any party to this Contract, may, in the manner provided herein for the giving of notices, specify another or different address to which notices under this Contract must be sent by giving notice thereof to each other party to this Contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, all parties hereto have agreed as of the 13th day of February, 2024.

WALTON COUNTY, GEORGIA

By: _____
Chairman

(SEAL)

Attest:

Clerk

CITY OF MONROE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF LOGANVILLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

CITY OF SOCIAL CIRCLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF WALNUT GROVE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF GOOD HOPE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF JERSEY

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF BETHLEHEM

By: _____
Mayor

(SEAL)

Attest:

Clerk

SCHEDULE A

Walton County, Georgia
Sales and Use Tax 2025-2030

Entity	Project	Estimated Costs of Projects
Walton County	Installment payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex	\$34,560,000.00
	Transportation projects	\$20,500,000.00
	Parks and recreation projects including the right to make installment payments to the Walton County Public Facilities Authority for the acquisition of the Walnut Grove Park	\$13,000,000.00
	Building projects	\$12,000,000.00
	Water system improvements	\$3,500,000.00
	Vehicle and major equipment acquisition	\$2,264,000.00
	subtotal	\$85,824,000.00
City of Monroe	Public safety projects, vehicles, and equipment	\$6,168,477.20
	Transportation projects	\$6,168,477.20
	Monroe public facilities capital improvements	\$1,079,483.51
	Parks/capital improvements	\$2,004,755.09
	subtotal	\$15,421,193.00
City of Loganville	Parks and recreation projects	\$255,026.12
	Public safety projects	\$623,397.18
	Public utility projects	\$5,440,557.22
	Transportation projects	\$5,015,513.69
	subtotal	\$11,334,494.21
City of Social Circle	Transportation projects	\$1,400,000.00
	Water and sewer projects	\$1,200,000.00
	Public safety projects	\$2,124,849.00
	Parks and recreation projects	\$413,482.60
	subtotal	\$5,138,331.60
City of Good Hope	Transportation projects	\$192,609.96
	Parks and recreation projects	\$87,549.98
	Building upgrades	\$70,039.98
	subtotal	\$350,199.92
City of Walnut Grove	Vehicles and major equipment	\$36,500.00
	Sewer expansion/infrastructure	\$800,000.00
	Transportation, drainage, paving and sidewalk projects	\$433,676.00
	Building upgrades	\$63,500.00
	Parks and recreation projects	\$32,000.39
	subtotal	\$1,365,676.39
City of Jersey	Transportation projects	\$25,000.00
	Water system improvements	\$25,000.00
	Building projects	\$75,823.56

	Parks and recreation projects	\$25,000.00
	subtotal	\$150,823.56
City of Between	Transportation projects	\$25,000.00
	Building upgrades and improvements	\$390,281.32
	subtotal	\$415,281.32
	TOTAL	\$120,000,000.00

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

SCHEDULE B

Walton County, Georgia
Sales and Use Tax 2025-2030

Allocation of Sales and Use Tax Proceeds			
Entity		Estimated Costs of Projects	Allocation of Proceeds After Monthly Funding of County's Acquisition of Public Safety Complex from Walton Industrial Building Authority
Walton County, Georgia		\$85,824,000.00*	60.0000%
City of Monroe		\$15,421,193.00	18.0491%
City of Loganville		\$11,334,494.21	13.2660%
City of Social Circle		\$5,138,331.60	6.0140%
City of Good Hope		\$350,199.92	0.4099%
City of Walnut Grove		\$1,365,676.39	1.5984%
City of Jersey		\$150,823.56	0.1765%
City of Between		\$415,281.32	0.4861%
TOTAL		\$120,000,000	100.00%
		*Includes \$34,560,000.00 for the County's installment payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex	

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

NOTICE OF CALL OF SPECIAL ELECTION

TO THE QUALIFIED VOTERS OF WALTON COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that a special election has been called to occur on the 21st day of May, 2024, at the regular polling places in all the election districts of Walton County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a special sales and use tax of one percent shall be imposed on all sales and uses in the special district consisting of the County for a period of twenty-four consecutive calendar quarters beginning January 1, 2025 to raise an estimated amount of \$120,000,000 to be used to finance the following projects:

- (i) for the City of Monroe, (A) public safety projects, vehicles and equipment, (B) transportation projects, (C) Monroe public facilities capital improvements, and (D) parks capital improvements;
- (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects;
- (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects;
- (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades;
- (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects;
- (vi) for the City of Jersey, (A) transportation projects, (B) water system improvements, (C) building projects, and (D) parks and recreation projects;
- (vii) for the City of Between, (A) transportation projects, and (B) building upgrades and improvements; and
- (viii) for the County, (A) installation payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition (collectively, the "Projects").

The ballots to be used at such election shall have written or printed thereon substantially the following:

- YES Shall a special one percent sales and use tax be imposed in the special district consisting of Walton County for a period of time not to exceed 24 calendar quarters and for the raising of an estimated amount of \$120,000,000 for the purpose of funding the following projects: (i) for the City of Monroe, (A) public safety
- NO

projects, vehicles and equipment, (B) transportation projects, (C) Monroe public facilities capital improvements, and (D) parks capital improvements; (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects; (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects; (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades; (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects; (vi) for the City of Jersey, (A) transportation projects, (B) water system improvements, (C) building projects, and (D) parks and recreation projects; (vii) for the City of Between, (A) transportation projects, and (B) building upgrades and improvements; and (viii) for the County, (A) installation payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition.

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Walton County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those residents of Walton County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Commissioners of Walton County and a resolution of the Board of Elections of Walton County.

Notice is hereby further given that the Board of Elections of Walton County called the election herein referenced at its duly noticed meeting on February 16, 2024 by adopting a resolution calling said election.

/s/David G. Thompson
Chairman, Board of
Commissioners of Walton County

/s/Lori Wood
Chairman, Board of Elections
of Walton County

RESOLUTION No. 2023-09 A RESOLUTION TO DESIGNATE AN OPEN RECORDS OFFICER FOR THE CITY OF WALNUT GROVE, Georgia was approved by council on August, 10th, 2023. Council Member Stephanie Moncrief made a motion to appoint the City Clerk as the official records keeper and Council Member Erica Miles seconded the motion to appoint the City Clerk as the official records keeper. All in favor. Motion passed 3-0.

RESOLUTION NO. 2023-09

**A RESOLUTION TO DESIGNATE AN OPEN RECORDS OFFICER FOR
THE CITY OF WALNUT GROVE, GEORGIA.**

WHEREAS, the City of Social Circle is a Municipal Corporation of the State of Georgia;
and

WHEREAS, the Walnut Grove is an agency subject to the Open Records Act of the State
of Georgia; and

WHEREAS, the Walnut Grove is comprised of various departments, boards, authorities
and commissions; and

WHEREAS, the Open Records Act of the State of Georgia permits an agency to designate
Open Records Officers to receive requests for the inspection or copying of records; and

WHEREAS, the Mayor and Council of the Walnut Grove believe that designating an
Open Records Officers will centralize the open records process and will permit the City to more
effectively and efficiently track and complete responses to open records requests;

IT IS HEREBY RESOLVED that the Mayor and Council of the Walnut Grove, in
accordance with the provisions of the Open Records Act found in O.C.G.A. 55-18-71 designate
the following Open Records Officers to receive requests on behalf of the City and all of its
departments:

- (1) City Clerk
- (2) In the absence of the City Clerk, the Mayor

shall serve as the Open Records Officers.

IT IS FURTHER RESOLVED that the City requires that all written requests under the
Open Records Act shall be made upon the Open Records Officers designated in this Resolution,
and that a copy of the Request be sent by the Open Records Officer to the City Attorney.

IT IS FURTHER RESOLVED that the City Clerk shall notify the Walton County
Tribune and the Covington News, as the legal organs of the City and Walton County, that the City
has so designated the Open Records Officers contained herein.

IT IS FURTHER RESOLVED that the City Clerk shall ensure that the designated Open
Records Officers and their contact information are prominently displayed on the City's website.

IT IS SO RESOLVED this _____ day of _____, 2023.

Stephanie Moncrief, Mayor

_____, Mayor Pro Tem

ATTEST:

_____, Council Member

Kimberly Whitlow, City Clerk

_____, Council Member

APPROVED AS TO FORM:

_____, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, P.C.

Section 4. The effective date of this Resolution shall be August ____, 2023.

It is so ordained on this ____ day of August, 2023.

City of Walnut Grove, Georgia

Stephanie Moncrief, Mayor

ATTEST:

Kimberly Whitlow, City Clerk

APPROVED AS TO FORM:

**Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.**

TERMS OF USE for the CITY OF WALNUT GROVE SOCIAL MEDIA

1. All social media platforms used by the City of Walnut Grove, Georgia will be designated as a Limited Public Forum. The City of Walnut Grove welcomes a persons right to express his or her opinion and encourages commenter's to keep comments relevant to the topic in question.
2. A comment posted by any member of the public on any City of Walnut Grove, Georgia social media site is the opinion of the commenter or poster only and publication of a comment does not imply endorsement of, or agreement by the City of Walnut Grove, Georgia nor do such comments necessarily reflect the opinion or policies of the City of Walnut Grove, Georgia.
3. Posting of any content on the City of Walnut Grove, Georgia's local government's social media site constitutes acceptance of the Terms of Use Policy for the City of Walnut Grove, Georgia and it is understood that not adhering to these terms may subject one to removal of comments or person as per the terms below.
4. Posts and comments are subject to public disclosure as required by law, including, but not limited to, Georgia's Open Records Act

Once posted, the City of Walnut Grove, Georgia media administrators reserve the right to remove from public view, without prior notice, the following types of public comments:

- 5.1. Vulgar language
- 5.2. Personal attacks of any kind
- 5.3. Obscene, pornographic or other illegal materials
- 5.4. Sexual comments about or directed to anyone
- 5.5. Comments or content that promotes, foster or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, genetics, status regard to public assistance, national origin, physical or intellectual disability or sexual orientation
- 5.6. Spam or unrelated links to other sites
- 5.7. Comments that are unrelated to the City of Walnut Grove, Georgia topic that is the subject of the post
- 5.8. Comments that advocate illegal activity
- 5.9. Comments that promote particular non City of Walnut Grove, Georgia services or products
- 5.10. Comments that promote political organizations or campaigns
- 5.11. Comments that infringe on copyrights or trademarks
- 5.12. Comments made by persons who have blocked any administrator.
- 5.13. Commercial advertisements
- 5.14. Comments that disclose personally identifiable information that may compromise any individuals financial or personal security, including social security numbers, passwords or credit card information
- 5.15. Comments that contain information that may compromise the safety, security or proceedings of public systems or any criminal or civil investigations.

6. Comments will not be removed solely because a commenter expresses disagreement with a City of Walnut Grove, Georgia policy or action; however comments on any topic are subject to removal based on the criteria set forth in section 5 of this policy.
7. All of City of Walnut Grove social media sites shall be subject to all applicable state and federal laws, local ordinances, policies and standards, including but not limited to, legal requirements governing use of copyrighted materials, retention of records and compliance with the Georgia Open Records Act.
8. A commenter who is repeatedly posting comments falling within the defined criteria for removal or have blocked any administrator are subject to being restricted and/or banned by the City of Walnut Grove, Georgia administrators.

Administrators may be reached by the contact means listed on the social media page/s. Hours of operation of the social media page/s are varied and may only be during times of normal office hours for the City of Walnut Grove, Georgia. Any contact needing immediate attention (such as notice of a safety hazard within the city) should be reported to other emergency authorities, most especially if after hours.

<https://www.youtube.com/watch?v=4pvihRPeJ7E>



President
Randall Walker
Mayor, Perry

First Vice President
Fred Perriman
Mayor, Madison

Second Vice President
Bianca Motley Broom
Mayor, College Park

Third Vice President
Andrea Gibby
Mayor, Young Harris

Immediate Past
President
Julie Smith
Mayor, Tifton

CEO and Executive Director
Larry H. Hanson

MEMORANDUM

February 9, 2024

TO: Mayors and Council Members
C/O City Managers and City Clerks

FROM: Young Harris Mayor, Andrea Gibby, Chair, Georgia Cities Week

SUBJECT: Georgia Cities Week, April 21-27

The Georgia Municipal Association is pleased to again sponsor **Georgia Cities Week from April 21-27, 2024**. This year's theme is "**Georgia's Cities: Soaring to New Heights**" and will give cities the opportunity to:

- **Share** information about the valuable services cities provide to residents, including an inside look into city operations and how cities positively impact their quality of life
- **Highlight** successful community projects and infrastructure enhancements
- **Connect** residents with each other
- **Build** or improve working relationships with state leaders and legislators

Now in its 25th year, Georgia Cities Week is also an opportunity to celebrate community achievements and recognize volunteers and city employees. Last year, we had more than 185 cities participate, and we received overwhelmingly positive feedback. In order to make this week a success again, we need as much participation as possible. Activities range from the very simple – such as signing a resolution – to the more complex. Each city that signs up will receive a comprehensive resource kit that includes suggested activities, planning tips, helpful handouts and other valuable information to make planning easier. These kits will be mailed out in February 2024.

Enclosed is a form to indicate that your city will participate in Georgia Cities Week. Please fill this form out and return it promptly! Even if you have participated in the past, please take the time to send in this form so we can update our records.

The good works of city government often go overlooked, but your participation in Georgia Cities Week will help educate and inform the public on the value of our municipalities!



Georgia Cities Week

April 21-27, 2024

Georgia's Cities: Soaring to New Heights

Yes, my city will be participating in the 2024 Georgia Cities Week!
Please send a Resource Kit to:

Contact Name and Title: _____

City: _____

Complete Mailing Address: _____

Phone Number: (____) _____

Email Address: _____

Please complete this form* and return it to:

Georgia Municipal Association
ATTN: Georgia Cities Week/Dana Goodall
PO Box 105377
Atlanta, GA 30348

Or

Email: dgoodall@gacities.com

**Even if your city has participated in the past, please take a moment to fill out this form and return it so we may update our records. Thank you!*



City of Walnut Grove

PERSONNEL POLICIES HANDBOOK, WALNUT GROVE, GEORGIA

Updated 6/9/2022

**CITY OF WALNUT GROVE EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE
POLICY STATEMENT**

Pursuant to the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the City of Walnut Grove, Georgia declares and reaffirms a policy of equal employment opportunity and non-discrimination in providing all services to the public. Employment practices in this City shall at all times adhere to the spirit and letter of Federal, State, and Local laws, rules and regulations which guarantee equal employment opportunity to all persons without regard to race, color, sex, religion, national origin, physical handicap or age. Members of minority groups will receive impartial consideration for initial employment and promotion; will possess equal standing and security as a City employee; and will have equal opportunity to receive training, develop skills and have opportunity to advance. Such opportunities shall be limited only by an individual's abilities and the requirements of the work force. All activities, facilities, services and training sponsored, operated or participated in by the town shall be available to all employees without discrimination based on race, color, religion, sex, political belief or affiliation, veteran status, age, national origin or handicap.

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ARTICLE I

ENFORCEMENT AND ADMINISTRATION

The responsibility and authority for the enforcement and administration of the policy set forth herein are vested in the Mayor and Council.

ARTICLE II

PAY PLAN

Section 1. Compensatory Time/ Overtime

Employees may accrue compensatory time for hours worked in excess of the normal work up to a maximum accumulation of forty hours with the approval of the Mayor. Overtime for which pay is authorized shall be paid at a rate of one and one-half times the regular hourly work rate, but overtime work is not allowed without approval of the mayor.

ARTICLE III

RECRUITMENT AND SELECTION

Section 1.

When a vacancy occurs, the City should utilize one or more of the following methods to generate a source of applicants for vacant positions: posted on City Hall Bulletin Boards; advertise in a newspaper of local circulation; notify the local Georgia Department of Labor and others. The announcement for the position should include the title, salary range, minimum qualification requirements, manner of making application, and final date on which applications will be accepted. Reasonable effort shall be made to publicize vacancies so that all potential candidates are informed, and qualified persons are attracted to compete. The Mayor and Council shall review all applications for employment to determine whether the applicant meets the established standards of employment and shall schedule all appointments for interviews with the applicant. The Mayor and Council may remove from further consideration the application of an applicant whom:

1. Does not meet the minimum qualifications established for the position;
2. Has failed to submit an application within the prescribed time limit;
3. Has made false statements of material fact, or practices deception in the application;

4. Has an unsatisfactory employment record of such a nature as to demonstrate unsuitability for employment by the City;
5. Has failed to pass a criminal record check or who has been convicted of a felony or otherwise exhibited dishonesty or public conduct offensive to the sensitivity of the public at large;
6. Has any other background information which may be detrimental to employment by the City;
7. After an offer of employment has been made, has failed to pass a physical examination or drug screen as prescribed by City policies;
8. Has failed to report to duty within the time prescribed in an employment offer;
9. Has been employed previously by the City and has been removed for cause, or did not resign in good standing, and is not recommended for reemployment by the Department Director in the department in which the applicant was previously employed.

The Mayor and Council shall review all applications for employment to determine whether the applicant meets the established standards for employment. When appropriate, examinations of all seemingly qualified applicants may be used, which may be written or oral, or a combination of these. Such tests shall be practical in character and shall relate to the duties and responsibilities of the position for which the applicant is being examined. Examination of applicants may also consist of a review of educational experience necessary to perform the duties of the position.

The Mayor and Council shall make a selection from the applicants and the selected applicant may be offered employment by the City contingent upon the applicant passing a drug screen and/or physical examination if required.

Section 2. At the time of employment, the applicant will be required to submit or agree to a department of motor vehicles driving record report, a criminal background check, and a drug screening. The costs for these requirements will be covered by the City.

Section 3. It is the policy of the City not to employ members of an employee's immediate family in the same department or to work under the same supervisor. The policy will not allow two members of an immediate family to be employed at the same time if such employment will result in an employee supervising directly or indirectly a member of his/her immediate family. If a conflict of this policy would occur with the marriage of two employees of the City one spouse must be transferred so as to comply, provided a position is available. If no position is available, one spouse must resign. If a transfer or promotion of an employee would violate this policy, the transfer or promotional opportunity may be denied.

Immediate family for the enforcement of this personnel Handbook is defined as spouse, parents, son, daughter, brother, sister, and grandparents whether by blood or by law. No family member of any of the City Elected Officials shall be hired into a position that violates the above policy for the duration of that Elected Official's term of office.

Employees currently working for the City in the same department with immediate family, on or before 3/1/2010, will be exempt for the purpose of their current position only. This policy applies to promotions, demotions, transfers, reinstatements, and new employees.

ARTICLE IV

PROBATION PERIOD

The probation period or working test shall be regarded as an integral part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any employee whose performance is not satisfactory. Newly hired employees serving probationary periods are not eligible to apply for other positions within the City

The probation period shall be six (6) months in length. If deemed appropriate, the Mayor and Council may extend the probationary period up to ninety (90) days by written notice to the employee. After an employee has completed half of the probationary period, the City may complete a progress report/performance evaluation on the employee's work. During the probationary period, the employee's supervisor should tell the employee when the employee is not performing satisfactorily. During probation an employee may be removed by the Mayor and Council if the employee is unable or unwilling to perform the duties of the position satisfactorily or if has committed an offense which is considered cause for disciplinary action, or for other reasons consistent with the needs of the town. The chief purpose of all City employment is to serve the needs of the City Government, taxpayers, and citizens. The best interests and needs of the City shall be given paramount consideration in all matters, including the Administration of these policies.

ARTICLE V

SEPARATIONS

Separations or terminations of employees from the City shall be designated as one of the following: Resignation, Abandonment, Lay-Off, Furlough, Reduction-In-Force, Disability, Loss of Job Requirements, Death, Retirement, or Dismissal. At the time of separation and prior to final payment, all records, assets, and other items of City property in the employee's custody shall be transferred to the Mayor. The Mayor and the separated employee will sign a certification to this effect. Any amount due because of shortage in the above shall be withheld from the employee's final compensation.

Section 1. Voluntary Resignation

To resign in good standing, an employee must give at least fourteen calendar day's written notice. An employee leaving in good standing shall be compensated for any unused vacation leave and accrued sick leave. Any full-time or part-time employee leaving the service in good standing will be compensated for any unused sick and vacation leave accrued. An employee who resigns in good standing shall be eligible for rehire as a new employee. Such reinstatement eligibility shall not be considered a right and is subject to the normal working probationary period.

Section 2. Abandonment

An employee, who, without valid reason, fails to report for two consecutive workdays without authorized leave, shall be separated from the payroll and reported as an abandonment. Such an employee shall not be eligible for re-employment and shall not be paid for unused annual leave.

Section 3. Dismissal; Immediate Dismissal

A dismissal is a separation made for definable cause, such as inefficiency, insubordination, other rule violation, or inability to perform the required work satisfactorily.

Any employee who is unable to perform his or her job satisfactorily because of loss of necessary license, or who fails to obtain certification as a job requirement, or who fails to meet other job requirements may be released from his or her position effective immediately. Such an employee shall not be eligible for re-employment and shall not be paid for unused annual leave.

Any employee who is involved in an accident while he or she is on duty shall be required to submit to a drug and alcohol screening. If the result of the drug screening test is positive, the employee will be released from his or her position immediately. Such an employee shall not be eligible for re-employment and shall not be paid for unused annual leave.

Any employee who is involved with any acts of fraud or theft will have a review conducted by the Mayor and Council for his or her actions. If the findings of the review substantiate the allegations, the employee will be released from his or her position immediately. Such an employee shall not be eligible for re-employment and shall not be paid for unused annual leave.

Section 4. Death

If a full-time employee dies while serving in a classified position in the City of Walnut Grove, his or her estate shall be eligible to receive payment for his or her accumulated vacation and sick leave.

Section 5. Lay-Off, Furlough, Reduction-In-Force

An involuntary separation not involving delinquency, misconduct, or inefficiency shall be considered a lay-off or furlough or reduction in force. These may be utilized for budgetary and/or business reasons. To reduce a departmental workforce, employees shall be laid off on the basis of time of service with the City criticalness of skill and past performance of the employee. For a reduction-in-force, any options of keeping the effected employees in employment elsewhere with the City will be given consideration.

Section 6. Disability

If a disability results in the inability to perform the job, and there is no available means to reasonably accommodate the employee, then separation may occur in compliance with the ADA and the following. In cases of disability other than as a result of an on-the-job injury, the Mayor may direct any employee to be examined by a physician. When a disability of any kind is discovered which impairs the ability of an employee to perform the essential functions of a job, or impairs the effectiveness of others, the following action may be taken:

1. If the disability can be corrected, the employee may be allowed a specified reasonable length of time as determined by the Mayor to have it corrected. If the employee fails to take steps to have it corrected within the specified time, the employee may be subject to disciplinary action or termination.
2. If, in the opinion of the examining physician, the disability cannot be corrected, the Mayor shall attempt to reasonably accommodate the employee or place the employee in another position where the essential functions of the job can be performed satisfactorily. If that cannot be accomplished without undue hardship, the Mayor may take steps to separate the employee from the City service through dismissal without prejudice.

Section 7. Retirement

An employee may voluntarily retire at age 62, which shall be considered a voluntary separation. If the employee meets the retirement requirements governing any allocable pension plan covering the employee, then retirement benefits may be paid. The employee's right to benefits shall be determined under the provisions of any retirement plan documents.

Article VI

ATTENDANCE AND LEAVE

The City of Walnut Grove recognizes value in providing a reasonable amount of time

off to assist employees with balancing work and personal needs. To be a responsible steward of public funds, however, the City must account for any pay provided to employees for time not worked. Paid time off must be charged to appropriate paid leave, accumulated compensatory time, paid holiday time, or suspension with pay. This policy defines the available types of paid and unpaid leave and the eligibility for each. It further provides a framework for leave, compensatory time, and holiday administration.

SECTION A: DEFINITIONS

1. For the purposes of this policy, the following terms and definitions apply:
 - a. **"Immediate family"** means the employee's spouse, child, parent, grandparent grandchild, brother, and sister, including active step and in-law relationships. Immediate family also includes any other person who resides in the employee's household and is recognized by law as a dependent of the employee.
 - b. **"Workday"** means a day an employee is regularly scheduled to work.
 - c. **Part-time Employee** – An employee has been an employee of the city of at least six (6) months, and who works a regular and continuous job with a regular schedule of thirty-two (32) hours or less per week, and so classified by the City as such.
 - d. **Hourly Employee** - An employee has been an employee of the city of at least six (6) months, and who works a regular and continuous job with a regular schedule of thirty-two (32) hours or more per week, and so classified by the City as such. **Employment Anniversary is the employees hire date.**
 - e. **Appointed Salaried Employee** - An employee has been an employee of the city of at least six (6) months, and who works a regular and continuous job with a regular schedule of thirty-two (32) hours or more per week, and appointment is renewed yearly on the second Thursday of January at a regular council meeting and so classified by the City as such. **Employment Anniversary is the employee's appointment date.**

Section 1. Attendance

Records of attendance, annual leave, sick leave and overtime shall be kept on each employee. The hours of work shall be determined in accordance with the needs of the City and the public.

Section 2. Holidays

The following days are designated as official holidays for employees in the career service:

January 1st-----	New Year's Day
January 17th-----	Martin L. King Day
-----	Good Friday
The last Monday in May-----	Memorial Day
July 4th-----	Independence Day
1 st Monday in September-----	Labor Day
4 th Thursday of November-----	Thanksgiving
4 th Friday of November-----	Day after
Thanksgiving	
December 24th-----	½ day Christmas
Eve	
December 25th-----	Christmas
December 26th-----	Day after Christmas
December 31st-----	½ day New Year's
Eve	

*Other holidays may be declared by the Mayor and Council at their discretion.

When a holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday of that year. When a holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year. Exceptions to this rule should rarely be necessary. However, in unusual instances, exceptions may be granted by the Mayor and Council. An employee who is not on approved leave and fails to report on his or her scheduled workday before or after a holiday, shall not be paid for the holiday.

Regular employees shall be paid for holidays based on the number of hours they normally work each day. Part time employees will not be paid for holidays.

SECTION B: GENERAL PROVISIONS

1. Absences from work will be charged to available annual, sick, or personal leave only on days on which eligible employees would otherwise work and receive pay.
2. Employees who are away from their regular worksite on official business are in work status and are not charged leave.
3. Employees are to be charged leave only for the time during which they are absent from work and are not to be required to remain away from duty as a matter of convenience for the purpose of charging leave.
4. Leave cannot be used before it is accrued or converted.

SECTION C: ANNUAL VACATION LEAVE

1. Non-temporary employees who are regularly scheduled to work thirty-two (32) or more hours per week, are eligible to accrue annual vacation leave as defined in this policy.
2. The following employees are not eligible to accrue annual leave:
 - I. Temporary employees
 - II. Employees who work less than 32 hours per week
3. **Eligible hourly employees** accrue annual leave at the completion of the first 12-month of Employment Period provided they are in pay status for the required amount of time. Accrued annual vacation leave will be available for use at the beginning of the pay period after it is earned, beginning on hire date.
4. **Eligible appointed salaried employees** accrue annual leave at the Completion of the first 12-month of Appointment Employment Period provided they are in pay status for the required amount of time. Accrued annual vacation leave will be available for use at the beginning of the pay period after it is earned, beginning on scheduled

appointment date. Appointed Salaried Employees first year annual vacation leave will be pro-rated from hire date on appointment date.

5. **Eligible full-time employees accrue annual vacation leave at the end of each yearly pay period provided they are in pay status for at least 12 months.**

6. Eligible employees who are not in pay status for the minimum amount of time in a pay period do not accrue annual vacation leave for that pay period.

7. Eligible employees accrue annual vacation leave at the following rates, depending on length of continuous service:

I. Full-time employees:

I. **1-2 Years** Five (5) Days per year

II. **3-9 Years** Ten (10) Days per year

III. **10-19 Years** Fifteen (15) Days

IV. **20-29 Years** Twenty (20) Days

II. Eligible employees begin accruing annual vacation leave at the appropriate higher rate on the **first day of the pay period** after completing the required months of continuous service.

III. The "length of continuous service" begins on the first day an employee reports for work in a position entitled to earn leave. Accrual is based on continuous, unbroken service. If there is a break in service, the "length of continuous service" starts over on the date of rehire, and employees begin to accrue annual leave at the lowest semi-monthly accrual rate.

IV. When the first day of the pay period is a regularly scheduled non-workday and an employee reports to work on the first workday of the pay period, the length of continuous service is calculated from the first day of the pay period.

8. **Annual leave shall not be carried over from the preceding calendar year.**

SECTION D: ANNUAL LEAVE USAGE

1. Annual leave may be used for any purpose.

2. Unless an emergency exists, **employees must request and receive approval from their supervisors and the Mayor** before using annual leave.

A. Supervisors are responsible for approving annual leave request. Prior to approving requests for annual leave, they must consider factors, including, but not limited to:

- i. workloads,
- ii. deadlines,
- iii. priorities,
- iv. office coverage, and,
- v. leave requested by other employees.

B. Supervisors should make reasonable efforts to grant employees' annual leave requests; however, supervisors are not required to grant requested annual leave when the leave would:

- i. disrupt work schedules,
- ii. leave work position uncovered,
- iii. inconvenience the work force or public, or,
- iv. contribute to employees' not meeting performance expectations.
- v. Emergency annual leave requests should be reviewed on a case-by case basis. Supervisors are to determine whether the absence will be charged to annual leave or unauthorized leave without pay.

3. Employees are responsible for planning time off well in advance and notifying their supervisors as soon as possible in order to minimize the interruption to workflow while employees are away.

4. Employees are not required to give specific reasons for requesting annual leave unless a situation such as the following applies:

- a. the leave is for an unscheduled/emergency absence,
- b. the City is short staffed or has a major assignment pending, or,
- c. the employees are under the restrictions of an Attendance Plan.

SECTION E: PERSONAL LEAVE USAGE

1. Employees may use up to three (3) day of Sick Leave, as defined below, per anniversary year as personal leave.
2. Personal leave may be used for any reason upon receiving supervisory approval of the leave request.
3. Employees must use FLSA compensatory time prior to any other leave.
4. Personal leave is only available for use by employees during the calendar year following the conversion request.
5. When there is a break in service, personal leave is lost.
6. Normally, employees will need to provide at least 24 hours advance notice of intent to use personal leave.
7. Employees are not required to give specific reasons for requesting personal leave, unless a situation such as the following applies:
 - a. the leave is for an unscheduled/emergency absence,
 - b. the City of Walnut Grove is short staffed or has a major assignment pending, or,
 - c. the employees are under the restrictions on an Attendance Plan.
8. Supervisors must make every reasonable effort to grant requests to use personal leave.
9. **Employees cannot use annual, sick, or personal leave during periods of absence in which they are receiving state-funded wage substitutes, including, but not limited to Workers' Compensation benefits.**

SECTION F: RESTORING FORFEITED LEAVE

1. Annual and/or sick leave forfeited during the current period of employment may be restored to cover periods of absence due to employees' personal illness/disability or the illness/disability of immediate family members. All paid leave and compensatory time must be exhausted prior to restoring forfeited leave.
2. Employees are to submit written requests to their supervisors, which outline the

circumstances that support the restoration of forfeited leave. Supporting documentation, which may include a statement from the attending health care provider, should be included unless the reason for absence has satisfactorily been established.

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30

- Supervisors are to forward requests to restore forfeited leave to the Mayor for review and approval.

SECTION G: ANNUAL LEAVE LUMP SUM PAYMENT AND ANNUAL LEAVE PAYOUT

- NO ANNUAL LEAVE LUMP SUM PAYMENT AND ANNUAL LEAVE PAYOUT WILL BE GIVEN WITHOUT THE APPROVAL OF THE MAYOR.

SECTION H: SICK LEAVE ACCRUAL

- Non-temporary hourly, appointed, and salary employees who are regularly scheduled to work thirty-two (32) or more hours per week, are eligible to accrue sick leave as defined in this policy.

- The following employees are not eligible to accrue sick leave:

- Temporary employees
- Employees who work less than 32 hours per week

- Eligible employees accrue sick leave at the following rates, depending on length of continuous service:

- Full-time employees:

- | | |
|--------------------------|------------------|
| I. 60th day to 60 Months | Ten (10) Days |
| II. 61-120 Months | Twenty (20) Days |
| III. Over 120 Months | Thirty (30) Days |

- Eligible employees can accumulate up to a maximum of 720 hours of sick leave. Any sick leave in excess of 720 hours is placed in a forfeited status but may be restored in cases of illness or disability. Leave accrued beyond 720 hours is forfeited at the close of business on the last day of the month.

SECTION I: SICK LEAVE USAGE

- Upon receiving supervisory approval, an employee may use sick leave for

absences due to the following:

- a. Personal illness or disability,
- b. Exposure to contagious disease, when attendance on duty would endanger the health of others,
- c. Dental or medical care; and,
- d. Dental or medical care, illness, accident, or death in the immediate family which requires the employee's presence. "Immediate family" means the employee's spouse, child, parent, grandparent, grandchild, brother, and sister, including active step and in-law relationships. Immediate family also includes any other person who resides in the employee's household and is recognized by law as dependent of the employee.

NOTE: Generally, sick leave due to the death of an immediate family member should not exceed three (3) workdays or (1) workday for non-immediate family member unless the employee is under the care of a healthcare provider due to a serious health condition (i.e., depression, etc.)..

2. Sick leave for medical or dental care should be limited to the time necessary for the appointment(s) and related travel.
3. Employees who are injured/ill for at least three (3) workdays during a period of annual leave may substitute sick leave for annual leave during the period of injury/illness.
 - a. In order to substitute sick leave for annual leave, employees must submit a request to their supervisor within two (2) weeks of returning to work.
 - b. A statement from their health care provider that justifies the use of sick leave may be required.
4. Employees may request to use FLSA compensatory time in lieu of sick leave. Employees are not, however, required to use FLSA compensatory time prior to sick leave.
5. When there is a break in service, accrued sick leave balances are generally lost. Forfeited leave is also lost when there is a break in service.
6. If employees return to City employment, lost sick leave balances may be restored after 24 months' consecutive employment and forfeited sick leave may be used for retirement credit purposes.
7. Employees are to contact their supervisor or other designated official as soon as

possible when sick leave is needed. When employees are incapacitated, supervisors may accept calls regarding the employees' status from other individuals.

SECTION J: EVIDENCE FOR USE OF SICK LEAVE

1. Employees may be required to report each day by telephone to their supervisor or other designated official and to provide satisfactory evidence for use of sick leave.
 - a. Satisfactory evidence may include a Certification of Serious Health Condition Form, or other medical statement with similar information, completed by the attending health care provider when the reason for leave qualifies as a serious health condition under family and medical leave.
 - b. Employees cannot be required to provide evidence for use of fewer than 2 days of sick leave in a 30-calendar day period unless they have demonstrated excessive or abusive use of sick leave.
2. Excessive and/or abusive use of sick leave is considered a pattern of intermittent, short-term use of sick leave. Establishment of this pattern includes, but is not limited to:
 - a. Frequent use of sick leave in conjunction with holidays, scheduled off days or distribution of pay checks,
 - b. Frequent use of sick leave when scheduled for undesirable temporary shifts or assignments, or during periods of peak workload,
 - c. Requesting sick leave for an absence for which annual leave previously been denied,
 - d. Frequent occurrences of illness during the workday,
 - e. Peculiar and increasingly improbable excuses,
 - f. Repetitive use of fewer than 2 days of sick leave in 30 calendar day periods; and,
 - g. Prior written notification of failure to adhere to procedures for approval of leave, inappropriate attendance, or inappropriate use of leave (e.g., Attendance Plan).

SECTION K: SICK LEAVE DENIAL

1. Sick leave may be denied for reasons including, but not limited to, the following:
 - a. Excessive or abusive use of sick leave (See Section I of this policy),
 - b. Failure to follow procedures for reporting the absence or requesting the use of leave; or,
 - c. Falsification of documents.
2. Supervisors should carefully review the request prior to denying the sick leave and should be able to support the decision to deny the request.

SECTION L: RESTORATION OF LEAVE

1. The following leave provisions apply to eligible employees who are reinstated or re-employed with the City of Walnut Grove within one (1) year of the effective date of a staff reduction, that resulted in their separation from employment.
 - a. Any previously accumulated and unused sick leave will be restored,
 - b. Any forfeited leave accumulated at the time of the staff reduction will also be credited to employees, but can only be restored and used under the conditions identified in Section N of this policy; and,
 - c. The period of absence between the date of separation and the date of reinstatement or re-employment will not be considered a break in service for the purpose of graduated leave accrual.
2. If an employee with previous state service returns to work on or after July 1, 2003 and remains employed for two consecutive years, the employee is eligible to regain accrued sick leave divested when the employee's previous period of service ended. The employee must make application for the restoration of divested leave and must provide documentation of the amount of divested sick leave. This provision does not apply to forfeited leave.

SECTION M: SHORT-TERM LEAVE WITHOUT PAY

1. Employees may be placed on Short-Term Leave Without Pay for various reasons. This leave without pay may be either authorized or unauthorized, as indicated below. Short-Term Leave Without Pay must not continue for more than ten (10) consecutive workdays in a continuous period of absence. A Request for Personnel/Payroll Action Form must be completed to place employees on Leave Without Pay.

2. Authorized Leave Without Pay

- a. Employees who are absent with supervisory approval, but do not have accrued leave to cover the absence, are to be placed in a non-pay status for the period of absence.
- b. Employees who are absent with supervisory approval and choose not to use available paid leave are to be placed in a non-pay status for the period of absence.

3. Unauthorized Leave Without Pay

- a. Employees who are absent without supervisory approval are to be placed in a non-pay status instead of allowing them to use accrued leave for the period of absence. Employees absent without approval are subject to disciplinary action, up to and including separation.
 - b. FLSA exempt employees can be placed on Short-term/Other Leave Without Pay for absences from work, as indicated above.
 - c. The act of placing an employee on unapproved leave without pay is not, in and of itself, considered a disciplinary action.
4. When employees are absent from work on Leave Without Pay for the maximum period of ten (10) consecutive workdays, one (1) of the following must occur:
- a. Employees must return to work;
 - b. Appropriate leave or leave without pay must be requested and approved;
 - c. Leave of Absence Without Pay must be requested or,
 - d. Employees must be terminated from employment.

SECTION N: LEAVE OF ABSENCE WITHOUT PAY

1. Managers have the authority to grant leave of absence without pay (LWOP) when determined appropriate.
2. Leave of absence without pay is generally approved only for medical reasons when employees are reasonably expected to be able to return to work.
3. Leave of absence without pay will not be approved for:

- a. attending school (unless attendance is short-term and directly benefits the City of Walnut Grove;
 - b. relocation,
 - c. incarceration; or,
 - d. accepting another job.
4. Leave of absence without pay should be approved only for short periods of time, unless there are extraordinary circumstances that support an extended period of time.
 5. Classified and unclassified employees who are eligible for leave benefits may submit written requests for leave of absence without pay for specified periods of time.
 6. Leave of absence without pay do not cause a break in continuous employment.
 7. Leave of absence without pay may be either regular or contingent.
 8. Regular LWOP
 - a. If regular leave of absence without pay is approved, the position which the employee occupied, or a position of equal grade and pay is held for the employee's return.
 - b. At the expiration of regular leave of absence without pay, the employee will be returned to work without loss of any rights, if the employee has complied with the terms and conditions outlined in the notice of approval.
 - c. Due to the needs of City of Walnut Grove for maintaining coverage, requests for regular leave of absence without pay should be closely reviewed. Employees who have already used twelve (12) work weeks of job protected family and medical leave, are generally not granted an additional regular leave of absence without pay.
 9. Contingent LWOP
 - a. If a contingent leave of absence without pay is approved, the position which the employee occupied is not held.
 - b. The City of Walnut Grove may fill the position from which an employee is on a contingent leave of absence without pay.
 - c. The employee is entitled to return to work only if a "suitable vacancy," as defined in the notice of approval, is available at the expiration of the leave.

- d. Since contingent leave of absence without pay does not guarantee an employee the right to return to work at the expiration, it may not be considered a reasonable accommodation under the Americans with Disabilities Act, as amended.

10. Family and Medical Leave (FMLA)

- a. When absence from work is due to a family and medical leave qualifying reason, employees should be placed on available family and medical leave (with or without pay) prior to placement on leave of absence without pay.
- b. If family and medical leave has been exhausted or is otherwise not available, employees may request leave of absence without pay.
- c. If family and medical leave has already been granted and used, requests for authorized (regular) leave of absence without pay should be closely reviewed and may be denied unless there are extraordinary circumstances that support the requests.

11. Request

- a. Employees are to submit written requests for leave of absence without pay to their supervisor. The request must include the following information:
 - I. Type of leave of absence without pay requested authorized or contingent,
 - II. Reason for the leave of absence without pay,
 - III. Start date; or,
 - IV. Return date.
 - V. Any other information relevant to the request (e.g., statement from attending health care provider).
- b. Requests based on illness, disability or other medical condition of the employee or their family member must include a completed Certification of Serious Health Condition Form or other document containing similar information from the attending health care provider which supports the absence request.
- c. Clarification may be required from the employee and/or attending health care provider prior to a determination being made on the request for the leave of absence without pay.

12. Review

- a. Requests for leave of absence without pay will be reviewed and determinations made based on the following:
 - I. reasons for the leave of absence without pay,
 - II. amount of time requested,
 - III. employees' documented performance, behavior, and attendance records,
 - IV. needs of the organization,
 - V. employees' years of service; and
 - VI. previous accommodation efforts by the organization.
- b. Supervisors are to provide written decisions to employees concerning requests for leave of absence without pay in five (5) business days.
- c. If a leave of absence without pay is approved, the notification is to specify the terms and conditions of the approval, including the following:
 - I. Type of leave of absence without pay requested authorized or contingent,
 - II. Start date,
 - III. Return date; or,
 - IV. The terms for return (e.g., return-to-work statement from the attending healthcare provider).
- d. The written approval of a regular leave of absence without pay must identify the location and job(s) which will be available for employees' return to work.
- e. The written approval of a contingent leave of absence without pay must include the following:
 - I. The organizational unit(s) where a suitable vacancy exist; and,
 - II. The specific job(s) in the organizational that have a suitable vacancy.
 - III. In order to be considered a "suitable vacancy", a position must be properly established, budgeted, and have no other restrictions that must be resolved prior to filling the vacancy.

13. Worker's Compensation

- a. Employees who are absent from work due to work-related injuries, illnesses and/or exposures to occupational disease covered under workers'

compensation may request to be placed on unpaid family and medical leave, if appropriate, or leave without pay, rather than use accrued leave to cover the absence. The Leave Election Form must be completed. Employees cannot receive both workers' compensation payments and salary due to using accrued leave for lost work time.

16. Time Limitations

- a. Regular and contingent leave of absence without pay should be approved for short periods of time unless specific circumstances support approving a longer absence. Approval cannot exceed 12 months.
- b. A continuous unpaid leave of absence may not exceed 24 months, unless otherwise required as a reasonable accommodation.
- c. A continuous leave of absence without pay may include any combination of the following:
 - I. Regular,
 - II. Contingent (and any approved extensions),
 - III. Short-term/other, and
 - IV. Unpaid family and medical leave.

17. Extending a Leave of Absence without Pay

- a. An extension of a leave of absence without pay beyond the 12-month period is approved by the employee's organizational unit. If an extension is approved, it will be on a contingent leave of absence without pay basis only. Such an extension should be for a limited period of time and cannot be approved for more than twelve (12) months for a combined total of 24 months.
 - I. Organizational units should only grant an extension for medical reasons and when the employee's condition indicates that the employee will be able to return to work.
- b. Employees are to request extensions in writing. Only requests for a contingent leave of absence without pay will be considered.
- c. Requests for extensions must be accompanied by a statement from the attending health care provider which supports the request for the continued absence.
- d. Authorized officials are to either approve or deny requests in writing and must include the return conditions.

- e. Employees must notify the City of Walnut Grove in writing, of their intent to return to work utilizing the return-to-work statement from their healthcare provider.

SECTION O: VOLUNTEER AND ORGAN DONOR LEAVE

1. Employees who are certified disaster service volunteers are eligible for leave with pay in order to participate in specialized disaster relief activities based on the following conditions:
 - a. There must be a disaster within Georgia or a neighboring state with a reciprocal agreement that has been declared by the President or a State Governor.
 - b. The American Red Cross must request the employees' services.
 - c. Employees are to submit written requests for disaster volunteer leave along with supporting documentation to their supervisor. Requests will be reviewed and either approved or denied on a case-by-case basis.
 - d. Disaster volunteer leave may be granted for up to fifteen (15) workdays (not to exceed 120 work hours) in a 12-month period.

NOTE: Employees who do not qualify for disaster volunteer leave, but want to participate in disaster relief activities, may request to use annual leave, personal leave, compensatory time or leave without pay

2. A leave of absence with pay for thirty (30) workdays will be granted to employees who donate an organ for transplantation.
 - a. For purposes of this policy, 'organ' means a human organ, including an eye, that can be transferred from the body of one person to the body of another.
 - b. Employees requesting leave to donate an organ must provide to their supervisor or other designated official a statement from the medical practitioner performing the transplant or from the hospital administrator. This statement must certify that the employee is donating an organ for transplantation.
 - c. If the organ donation does not take place, any absence will be charged to accrued leave, personal leave, compensatory time or leave without pay.
3. A leave of absence with pay for seven (7) workdays will be granted to employees who donate bone marrow for transplantation.
 - a. Employees requesting leave to donate bone marrow must provide to their

supervisor or other designated official a statement from the medical practitioner performing the transplant or from the hospital administrator. This statement must certify that the employee is donating bone marrow for transplantation.

- b. If the bone marrow donation does not take place, any absence will be charged to accrued leave, personal leave, compensatory time or leave without pay.
4. Employees are to be allowed time during work hours to donate blood, blood platelets or granulocytes (white blood cells) through the pheresis process.

NOTE: Pheresis is a procedure in which blood is drawn from a donor and separated into its components, some of which are retained. The remainder is returned by transfusion to the donor.

- a. Employees must request and receive prior approval from their supervisors to be away from the work area for blood donation. Supervisors may schedule the time to be used for this purpose based on the needs of the organization.
 - b. Time away from work is for the purpose of donating blood, platelets or granulocytes and to recover from the donation. Employees who do not use the time allowed, as specified below, at the time of each donation, do not accrue any right to additional absence or payment.
 - I. Up to two (2) hours per donation [no more than eight (8) hours per year] may be granted when employees donate blood.
 - II. Up to four (4) hours per donation [no more than sixteen (16) hours per year] may be granted when employees donate blood platelets or granulocytes through the pheresis process.
 - c. Employees who donate blood, platelets or granulocytes on non-work time are not to receive time off from work due to the donation.
5. Employees are encouraged to vote. If employees' work schedules do not allow at least two (2) hours either before or after work to vote, the difference in time may be granted to employees for voting purposes. This time is not charged to annual leave, personal leave, compensatory time or leave without pay.
- a. Employees not eligible for voting time may request to use accrued annual leave, personal leave, compensatory time or leave without pay to vote.
 - b. Early voting days is permissible provided in doing so minimally disrupts normal business operations.

SECTION P: OBSERVING HOLIDAYS

1. The City of Walnut Grove observes holidays each calendar year on dates declared by the City. City offices are closed, and employees do not report for work on declared holidays, except as noted below.
2. A schedule showing the actual dates that the City of Walnut Grove will be closed to observe State holidays for the coming year will be published annually on the City of Walnut Grove website.
3. Holiday Eligibility
 - a. Salaried employees are eligible for holiday pay.
 - b. The following employees are ineligible for holiday pay.
 - I: Temporary employees,
 - II: Employees who work less than 32 hours per week
 - c. In emergency situations or to meet essential business needs, an agency may require one or more employees to work on a holiday.
 - d. To be eligible for pay on a City holiday, an employee must be in pay status for the full scheduled work shift on either the workday immediately before or immediately after the holiday. "Pay status" means either working or taking approved paid time off.
 - e. Employees are not paid for a holiday that occurs the day before they enter or reenter State service.
 - f. Employees are not paid for a holiday that occurs the day after they leave City employment.
 - g. Employees are not paid for a holiday that occurs on their last day of City employment unless the holiday is at the end of their normal workweek.
 - h. Part-time salaried employees are not paid for a holiday that falls on a day they would not have otherwise been scheduled to work. For example, a part-time employee who is scheduled to work Mondays, Wednesdays, and Fridays, would not be paid for a holiday that falls on a Thursday.
 - i. Employees scheduled to work on a holiday who fail to report for any portion

of the scheduled duty and whose absence is not authorized, will not be granted additional compensation or time off for the holiday. Such employee may be subject to leave without pay for the scheduled time not worked and/or other appropriate disciplinary measures.

4. Alternative Work Schedules and Holiday Pay:

- a. Employees eligible for a paid holiday receive pay for the time they would otherwise have worked that day, up to a maximum of eight (8) hours.
- b. Employees on alternative work schedules can make up the additional time by:
 - I. Revert to an 8x5 work schedule during the week of the holiday or for a 2-week cycle for employees on a 9-8-hour workday schedule,
 - II. Use paid leave to supplement the holiday pay and receive full pay for the day; or,
 - III. Work additional time during the week of the holiday to remain in pay status the full workweek.

5. Equivalent Time Off or Deferred Holiday Payout:

- a. Equivalent time off or deferred holiday time will be made available to employees who would otherwise have been eligible for a paid holiday but were either required to work on part or for the entire holiday or whose scheduled day off occurred on a holiday. This excludes part-time employees whose scheduled day off occurred on a holiday are not given equivalent time off or additional compensation for the holiday.
- b. Equivalent time off to observe the holiday will not exceed the time actually worked on the holiday or eight (8) hours, whichever is less.
- c. Employees may be required to use deferred holiday time before using annual leave, sick leave, personal leave, or compensatory time.
- d. Employees who are unable to take equivalent time off within 365 calendar days after a holiday will be paid for the holiday.
- e. Employees who separate from the City of Walnut Grove will be paid for any deferred holiday time not used or paid out prior to separation.
- f. Employees will not be paid for a holiday in advance of the observance of the holiday.
- g. An employee scheduled to work on a holiday who, without prior approval, fails to report for any portion of the scheduled duty will not be granted deferred

holiday time for the time (if any) that was worked on the holiday. Such employee may be subject to leave without pay for the scheduled time not worked and/or other appropriate disciplinary measures.

6. Request to Observe Other Religious Holiday:

- a. Employees may request priority consideration for time off from work to observe a religious holiday that is not observed as a City of Walnut Grove holiday.
- b. To receive priority consideration, the request should be made at least seven (7) calendar days in advance.
- c. An employee may request priority consideration for up to three (3) workdays in each calendar year.
- d. Employees request for time off for religious observance cannot be denied unless:
 - I. The duties performed by the employee are urgently required, and the employee, in the agency's judgment, is the only person available who can perform the duties; or,
 - II. The agency can otherwise show that accommodating the request would be an undue hardship.
- e. Any paid time off granted to observe a religious holiday will be deducted from the employee's accrued annual leave, personal leave, compensatory time, or deferred holiday time available at the time of the observance. If the employee does not have sufficient annual leave, personal leave, compensatory time, or deferred holiday time to cover the period of absence, the agency must allow leave without pay for the absence, unless doing so would be an undue hardship.

SECTION Q: COURT LEAVE

1. City of Walnut Grove recognizes employees' obligation to perform civic duties when summoned as a potential juror or witness and grants time off to employees for such purposes.
2. An employee may not be discharged, disciplined, or otherwise penalized because the employee is absent from employment for the purpose of attending a judicial proceeding in response to a subpoena, summons for jury duty, or other court order or process which requires the attendance of the employee.
3. Leave Request and Supporting Documentation:
 - a. An employee who is summoned to perform jury duty or to serve as a

witness during scheduled work time and needs to be absent from work is expected to provide a copy of the summons, subpoena, or other court order to their supervisor, when requesting leave.

- b. Since employees typically will not know in advance how much time will be required to fulfill their court obligation, employees may be required to update their supervisor at reasonable intervals concerning the time needed for absence from duty.

4. Paid Court Leave Eligibility

- a. Paid court leave is granted to non-temporary salaried employees for the purpose of attending a judicial proceeding in response to a subpoena, summons for jury duty, or other court order or process which requires the attendance of the employee during scheduled work hours. Such paid time off is not charged to an employee's accrued leave.

- b. The following employees are not eligible for paid court leave:

- I. All temporary employees,
- II. Employees who work less than 32 hours per week

5. Jury Duty:

- a. Eligible employees will receive paid court leave while on jury duty for the time they are otherwise scheduled to work. Employees will be paid only for the time they are required to appear by the court, plus any additional time that is reasonably necessary, in the opinion of the agency, for the employee to prepare for or return from jury duty.

- b. Employees will not receive any compensation for time spent serving as a juror that exceeds the employee's regular work schedule.

- c. Employees may keep any juror fees and travel allowances they receive from the court.

6. Court Attendance and Witness Duty Leave:

- a. An employee summoned to appear as a witness or required by a court to attend a proceeding will typically be paid in the same manner as an employee serving on a jury. However, an employee will not receive paid court leave to attend a trial, arbitration hearing, or other judicial proceeding in which they are:

- I. Charged with a crime,
- II. A plaintiff or defendant,
- III. Voluntarily appears as a witness,

- IV. A witness in a case arising from or related to their secondary employment or outside business activity,
 - V. Testifying for a fee as an expert witness; or,
 - VI. Have other personal or familial interest in the proceeding.
7. When paid court leave is not applicable, the employee must use annual leave, personal leave, compensatory time, deferred holiday time, or take leave without pay.
 8. Return from Court Leave:
 - a. Employees are required to report back to work as soon as they are released from jury duty or other court ordered appearance if the release occurs before the end of the scheduled workday. Management may require verification from the court showing the time served. Failure to return timely from court leave is treated as an unexcused absence.
 - b. Employees who are required to appear in court on behalf of the Department are in work status. No leave or leave without pay will be charged.
 - c. Employees who are summoned to appear in court on a State observed holiday or on a scheduled day off, are not entitled to additional time off.

SECTION R: VOTING LEAVE

1. The City of Walnut Grove encourages employees to exercise their right to vote in all federal, state, and local elections. Non-temporary salaried employees may be granted paid time off to vote, up to a maximum of two (2) hours per Election Day, as provided in this section. Paid voting leave is not charged to an employee's accrued leave.
2. Voting Leave Eligibility:
 - a. Paid voting leave is available to employees when their work schedule does not allow them at least two (2) hours (including travel) to vote either before or after work. Employees who are scheduled to begin work at least two (2) hours after the polls open or end work at least two (2) hours before the polls close are not eligible for voting leave.
 - b. Paid voting leave is not available for voting midday. It must be used either at the beginning or end of the employee's regular workday.
 - c. Active, salaried, non-temporary employees who are rehired retirees of the Employees' Retirement System of Georgia are not eligible for voting leave while receiving retirement annuity payments during the first 1,040 hours of work

performed in the calendar year.

3. Voting leave covers only the time necessary to give an employee two (2) hours either before or after work to vote. For example, an employee whose work schedule allows only 1½ hours to vote either before or after work would be eligible for 30 minutes of voting leave.
4. For those employees not eligible for voting leave, agencies have the discretion to arrange flexible work schedules for voting purposes. Agencies may also allow employees to use other available paid leave, other than sick leave, if they are not eligible for voting leave or need more than two (2) hours to vote.
5. Employees may be allowed paid voting leave on early voting days, if it determines that doing so minimally disrupts normal operations. This at the supervisor discretion.
6. Requesting Voting Leave
 - a. Employees are responsible for requesting and obtaining approval from their supervisor in advance of taking time off to vote and should schedule the time off in a manner that minimally disrupts normal agency operations.

SECTION 5: INCLEMENT WEATHER DAYS

Employees may be granted inclement weather days at the discretion of the Mayor. Employees will be paid for any inclement weather days that are granted.

Article VII

Ethics and Conduct

Section 1. Gifts and Gratuities:

An employee shall not accept gifts or loans, from organizations, business concerns, or individuals with whom he or she has official relationships on business of the City government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, nor to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers, and enforcement officers guard against

relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

Section 2. Outside Employment

No employee may engage in any paid employment in addition to his or her employment with the City which interferes with efficient performance of his or her duties and/or which presents a conflict of interests. Failure to comply with this rule will constitute grounds for dismissal.

Section 3. Political Activity

- A. Prohibitions against Political Activity: No City employee shall hold an elective office in the City government, nor shall he or she solicit any contributions or assessments, or services, nor publicly endorse any candidate for any City elective office.
- B. Political Rights of City Employees: Nothing herein contained shall effect the right of the employee to contribute to, hold membership in, serve as an officer of, or support a political party, to vote as he or she chooses, to support or campaign for state or national political candidates, to express privately his/her opinions on all political subjects and candidates, to maintain political neutrality, or to attend political meetings.
- C. Exceptions to this Rule: Any employee who, as a normal foreseeable incidental function to his/her principal job or position, performs duties in connection with an activity financed in whole or part by federal loans or grants, comes under the Federal Hatch Act, which prohibits the following:
 1. Use of official authority or influence for the purpose of interfering with an election or nomination for office or affecting the result thereof.
 2. Directly or indirectly coercing, attempting to coerce, or advising any other such officer or employee to pay, lend, or contribute any part of his/her salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes.
 3. Active participation in political management or in political campaigns.

Section 4. Social Media Use

Social media includes all types of communication shared in an electronic format, including Facebook, Twitter, YouTube, blogs, wikis, e-mail, social networks, instant messaging, and video-hosting sites, as well as emerging technology that encourages sharing and electronic collaboration. Each vehicle has its own style and privacy options.

Some additional guidelines around social networking are important to remember.

1. Try to limit the amount of time you spend on social media while during working hours.
2. Do not use city equipment to access personal social media.
3. Do not share information, pictures, or work examples of City work unless the City has approved such use, images, and work examples on social media sites.
4. Consider the information being distributed and its impact on your credibility as a staff member and your ability to perform your duties.
5. Only allow "true friends" access to your personal information, and carefully consider what you post about your professional activities and environment on personal social networking sites
6. Remember that staff members are expected to follow the ethical and professional standards and associated procedures.
7. If you choose to post information about your work, strive to post only information that is a positive reflection of your efforts working for the City and interacting with the community.

15 Useful Social Media Tips:

1. Do not share confidential information.
2. Obey applicable laws and the Code of Ethics.
3. Respect the City's time and property. You should participate in personal social media conversations on your own time.
4. Use your best judgment. What you write may have serious consequences. Once you post something on social media, you can't "get it back." Even deleting the post doesn't mean it's truly gone. Ultimately, you bear sole responsibility for what you post.
5. Replace error with fact. When you see misrepresentations made about the City in social media, you may certainly identify and correct the error. Always do so with respect and with the facts.
6. Be aware of the image you present. Any time you engage in social media, you're representing yourself and the City. Don't do anything that discredits you or your service as a professional educator or employee.
7. Be cautious with information sharing. Maintain privacy settings on your social media account, change your passwords regularly, and don't give out personally identifiable information. Be cautious about the personal details you share on the Internet.
8. Avoid the offensive. Don't post any defamatory, libelous, vulgar, obscene, abusive, profane, threatening, racially or ethnically hateful, or otherwise offensive or illegal information or material.

9. Don't violate privacy. Don't post any information that would infringe upon the proprietary, privacy, or personal rights of others.
10. Don't violate copyright. Don't post information or other material protected by copyright without permission of the copyright owner.
11. Don't misuse trademarks.
12. Make no endorsements. Don't use the City's name to endorse or promote products, political positions, or religious ideologies.
13. Do not misrepresent yourself. Don't disguise, impersonate, or otherwise misrepresent your identity or affiliation with any other person or entity.
14. Don't promote yourself for personal or financial gain. Don't use the City affiliation to promote, endorse or benefit yourself or any profit-making group or agency.
15. Follow terms of service. Be familiar with a social media site's terms of service and follow them. For example, having two personal profiles on Facebook violates its terms of service.

Article VIII

Records and Reports

A file shall be prepared and maintained for each employee. This file shall contain a copy of all personnel documents including appointments, separations, disciplinary actions, performance reports, etc.

Subject to the Open Records Act, which permits extensive disclosure of personnel records, all personnel records shall be considered confidential and available only to the employee and City officials except for the following information which is available to the public during normal working hours: name, class, title, and salary. Employee records shall be kept for seven years after the termination of the employee.

Article IX

Position Descriptions

Section 1. Job Descriptions

Job descriptions shall be issued upon employment, for the position applied for. One copy shall be retained by the employee for personal records, and one copy shall be endorsed by the employee and retained by the personnel department for safe-keeping, and shall be placed within the personnel file.

Article X.

Attire.

While the City does not specify a City wide dress code, employees are expected to be clean and neat in appearance during work hours. As representatives of the City employees should present a business-like professional image. In certain types of jobs, employees may be required to wear uniforms. The City may designate specific days as "casual days". Dress on casual days may be less formal, but should always be clean, neat, and suitable for the work place. If lettered or illustrated clothing is worn, it should not promote a particular political, moral, religious, personal or other opinion. Clothing which is obscene, vulgar, offensive, or inflammatory is prohibited. Employees may be required to change inappropriate dress or instructed not to wear the same or similar clothing in the future. Employees who do not comply with established dress code standards may be subject to disciplinary action, up to and including separation from employment. The City may require employees to wear identification badges issued while at work or on duty. Employees are not to wear these identification badges while away from the work place during off-duty hours.

Article XI.

City Property.

City property is to be used for work-related reasons only. Employees are not to use, misuse or permit the use of City property for other than work-related reasons. City property includes, but is not limited to: computers, telephones, fax machines, copiers or other equipment, supplies, vehicles, work areas and furniture. Employees are prohibited from making or charging long-distance telephone calls to the City unless work related. The receiving and making of local telephone calls of infrequent, short duration

is permitted. These privileges may; however, be withdrawn if abused. Voice mail messages should be professional, business-like and communicate accurate information. Employees are responsible for reporting misuse of City property to their supervisors, human resource representatives or other appropriate officials. Misuse of City property may result in disciplinary action, up to and including separation from employment.

Article XII.

SECTION I. HARASSMENT

1. **ALL UNLAWFUL HARASSMENT PROHIBITED:** It is the policy of the City that every person employed by the City will be required to act in a manner reflecting our respect for the inherent human dignity of every person. Every person is to be treated as equally worthy of our respect, without reference to that person's race, age, color, religion, national origin, sex, political belief or affiliation, veteran status or disability. Any harassment of any employee will be considered to be a serious violation of the City's employment principles and will not be tolerated.
2. **SEXUAL HARASSMENT:** The City is committed to a workplace free of sexual harassment and prohibits any kind of sexual harassment. Sexual harassment is any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment; or
 - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.
3. **HARASSMENT COMPLAINT PROCEDURE:** Any employee who has a complaint of any harassment at work involving supervisors, co-workers, or visitors must bring the problem to the attention of the employee's supervisor, the Department Director/Elected Official or the Human Resources Office. If the complaint involves someone in the employee's direct line of command, then the employee should go to the Human Resources Office with the complaint. Any supervisor observing or having knowledge of any harassment, whether sexual in nature or not, must immediately report the matter to the employee's Department Director/Elected Official or to the Human Resources Office. All harassment complaints will be promptly investigated. Confidentiality will be maintained to the greatest extent possible. When justified, appropriate corrective action will be taken, including termination of any person engaging in harassment, to remedy all violations of this policy. Any retaliation taken as a result of a person making a complaint under this policy is strictly prohibited.

SECTION 2: WORKPLACE VIOLENCE

The City maintains a zero tolerance policy toward workplace violence, or the threat of violence, by any of its employees, customers, the general public, or anyone who conducts business with the City. It is the intent of the City to provide a workplace, which is free from intimidation, threats, or violent acts. The above complaint procedure (Section 1, #3) should be followed to report any workplace violence.

Article XIII

DISCIPLINARY ACTION

SECTION A: TYPES OF DISCIPLINARY ACTION

Following are alternatives for disciplinary action:

1. **VERBAL REPRIMAND:** The Mayor may administer a verbal reprimand to correct detrimental employee behavior or poor work performance, and will keep a written record of verbal reprimands. Verbal reprimands may be made a part of the employee's personnel file. Such record maintained should include time, date, and a brief description of the problem and direction given the employee. An employee may submit a written response to the oral warning.
2. **WRITTEN REPRIMAND:** The Mayor may submit a written reprimand to an employee that has been previously given a verbal reprimand when the verbal reprimand has not resulted in the expected improvement, or when more severe initial action is warranted. A written reprimand is accompanied with a personal counseling. Copies shall be placed in the employee's personnel file. Written reprimands must contain specific time, date, offense, place of offense, the signature of the employee, and a statement of expected corrective action to be taken by the employee. The employee involved may submit a written response to the apparent infraction.
3. **SUSPENSION:** The Mayor may suspend an employee with or without pay for disciplinary reasons. A written statement specifically setting forth reasons for suspension and duration of the suspension shall be furnished to the employee. Copies of the suspension shall be placed in the employee's personnel file.
4. **DEMOTION:** Mayor and Council may demote an employee to a lower paying position only if a position is available.
5. **DISMISSAL:** The Mayor and Council may dismiss an employee as outlined in this article. The employee shall attend a private conference, and be furnished notice of dismissal in writing, stating the reasons for dismissal. Copies shall be filed with the Human Resources Officer and placed in the employee's personnel file. Procedures for appeal of a dismissal are provided in Chapter IX, Section C.

Dismissal would indicate that the occurrence(s) have affected the morale, effectiveness, and/or functioning of the City.

SECTION B. REASONS FOR DISCIPLINARY ACTION

Listed below are some of the reasons for which disciplinary action may be taken ranging from a verbal warning to dismissal. The list is not limited to include all offenses for which disciplinary action may be taken, but does include many of the most commonly encountered ones:

1. Being convicted of (a) a felony or (b) a misdemeanor involving moral turpitude, immoral conduct, or indecency, DUI, domestic violence;
2. Being absent without leave;
3. Excessive tardiness – including returning from breaks and/or lunch;
4. Abuse of leave;
5. Inefficiency, negligence or incompetence in performance of duties;
6. Insubordination;
7. Careless, negligent or improper use of City time, property or equipment;
8. Falsification of records or willfully giving false statements to supervisors, officials or the public;
9. Violation of City ordinances, administrative regulations or department rules, including without limitation the City Drug-Free Work Place policy.
10. Instigation of, participation in, or leadership of strike, work stoppage, slow down, artificial restriction of productive work or otherwise interfering with the work of other City employees.
11. Theft or misappropriation of property, of employees or the City
12. Fighting on the job at any time;
13. Carrying weapons of any kind (knives, firearms, explosives), unless job-related and specifically required as a condition of employment; or illegal possession of weapons on City premises at any time;
14. Political activity in conflict with the Ethics and Conduct section of this policy;

15. Repeated rudeness or intemperate statements to the public, supervisors, officials, or fellow employees;
16. Disregard of safety rules or common safety practices;
17. Gambling on the job at any time;
18. Babysitting children while on duty
19. Any violation of the City's Code of Conduct or any Individual Departments' Code of Conduct.

ARTICLE XIV

ADOPTION OF POLICIES

SECTION A. AMENDMENT

The policies of this Handbook may be amended by the Mayor and Council provided that a notice of the proposed changes to these policies shall be posted at a conspicuous place in the City for a period of at least fourteen (14) days prior to the effective date of the amendment, with copies of the Amendment provided to the employees.

SECTION B. CONSTITUTIONAL AND ELECTED OFFICERS

Nothing in these policies is to be construed as a limitation on the constitutional or statutory duties, responsibilities and powers of the constitutional or elected officers.

SECTION C. SEVERABILITY

It is intended that the provisions hereof be severable and should any portion be held invalid, such invalidity shall not affect any other portion.

SECTION D. REPEAL OF CONFLICTING POLICIES

All Resolutions or Ordinances or Policies or sections thereof in conflict herewith are hereby repealed.

ARTICLE XV

EMPLOYEE ACKNOWLEDGEMENT

The policies herein are not intended to represent and are not, in whole or in part, either an implied or written contract. The employment relationship between the City and any employee is at-will and may be terminated with or without cause and with or without notice, at any time, at the discretion of the City. Only the Mayor and Council have the authority to alter the at-will nature of this relationship.

BOOK

This Handbook is intended for information purposes only. It does not contain all the information you will need during the course of your employment. You will receive additional information through various notices as well as orally through your supervisor and the Mayor.

The City is committed to reviewing its policies, procedures and benefits periodically. Accordingly, the policies, procedures and benefits outlined in this Handbook are subject to review and change by the City at any time, although the City will strive to give you advance notification.

Please acknowledge receipt of your copy of the City Personnel Handbook and return to the Mayor for inclusion in your personnel file within three (3) days of employment.

My signature below acknowledges that I have received this Handbook of policies, and that I understand it is my responsibility to read and comply with the guidelines described in it.

Printed Name

Signature

Date

Ordinance No. 2023-10 AN ORDINANCE TO DELETE CHAPTER 3-002 OF THE CODE OF ORDINANCES, CITY OF WALNUT GROVE, GEORGIA; AND CREATE A NEW ORDINANCE TO BE DESIGNATED AS "CODE OF ETHICS" TO PROVIDE A NEW CODE OF ETHICS AND CONDUCT TO GOVERN THE ETHICS OF ELECTED AND APPOINTED OFFICIALS OF THE CITY; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES was approved by council on August 10th, 2023 during the Regular Council Meeting. Council Member Stephanie Moncrief motioned to approve the Ethics Ordinance. Council Member Erica Miles seconded. All in favor. Motion passed 3-0.

ORDINANCE NO. 2023-10

AN ORDINANCE TO DELETE CHAPTER 3-002 OF THE CODE OF ORDINANCES, CITY OF WALNUT GROVE, GEORGIA; AND CREATE A NEW ORDINANCE TO BE DESIGNATED AS "CODE OF ETHICS" TO PROVIDE A NEW CODE OF ETHICS AND CONDUCT TO GOVERN THE ETHICS OF ELECTED AND APPOINTED OFFICIALS OF THE CITY; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Walnut Grove, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the duly elected governing authority of the City of Walnut Grove, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS such measures are necessary to provide the public with confidence in the integrity of its government.

WHEREAS it is the policy of the city that its elected officials, commission, board and authority appointees, and its appointed officials while conducting city business guide their ethics and conduct to achieve the following standards:

1. Serve others and not themselves;
2. Be independent, impartial and responsible;
3. Use resources with efficiency and economy;
4. Treat all people fairly;
5. Use the power of their position for the well-being of their constituents; and
6. Create an environment of honesty, openness and integrity.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY THAT A NEW CODE OF ETHICS AND CONDUCT IS APPROVED AND ADOPTED TO HAVE THE FOLLOWING TERMS AND PROVISIONS:

SECTION 1. That the Code of Ordinances of the City of Walnut Grove, Georgia is hereby amended by deleting the existing Code of Ethics as contained in the General Code of the City of Walnut Grove Section 3-102 and in its place, adopts and ordains the following provision:

SECTION ONE – CODE OF ETHICS

1. Principal policies. Public trust requires public servants to fulfill their duties faithfully and honestly and to subordinate any personal interest which conflicts with the public interest. A public servant is a trustee of the people and should strive to further the general welfare and not use public office or position to unethically improve his or her own private standing. The principal policies that form the foundation of this code of ethics are as follows:

- (A) The trust of citizens in their government is cultivated when individual public servants act with integrity and when the public is aware that its servants act with integrity.
- (B) The constitutions, laws and regulations of the United States and the State of Georgia and ordinances of the City of Walnut Grove should be upheld as a minimum standard of conduct.
- (C) The most effective way to eradicate unethical practices is consistently to act with the highest moral principles and react appropriately to the ethical decisions of others.
- (D) City of Walnut Grove officials should exercise sound judgment and apply ethical principles in making decisions that in any manner reflect upon their elected office.
- (E) All citizens should be treated with courtesy, impartiality and equality.

2. Intent.

It is the intent of this code of ethics that City of Walnut Grove officials shall not knowingly engage in any activity that is incompatible with the proper discharge of their official duties or which would tend to impair their judgment or actions in the performance of their official duties. Furthermore, City of Walnut Grove officials should avoid any action that might result in or create the appearance of,

- (A) Using public office or position in an unethical manner for private gain,

- (B) Impeding City of Walnut Grove efficiency or economy, or
- (C) Affecting adversely the confidence of the public in the integrity of those who conduct the affairs and business of the City of Walnut Grove.

3. Definitions.

As used in this section, the following words shall have the meaning ascribed to them below [unless otherwise required by context]:

- (A) Benefit means anything of monetary value that a reasonably prudent person would recognize as being likely to be intended to influence a City of Walnut Grove official or employee in the performance or non-performance of an official action.
- (B) Immediate family means spouse, child, parent or sibling of a City of Walnut Grove official.
- (C) City of Walnut Grove official means the mayor, city council members, appointed officials, members of appointed boards, commissions and authorities.
- (D) Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.
- (E) Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.
- (F) Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:
 - i. the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
 - ii. the funds received by the person from the other person or entity during the previous 12 months either equal or exceed
 - (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or
 - (b) ten percent of the recipient's gross income during that period, whichever is less;

(c) the person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the mayor and city council; or

(d) the person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(G) Acceptance of gifts. City of Walnut Grove officials shall not solicit or accept, directly or indirectly, any benefit or payment from any person, corporation or group that has, or is seeking to obtain, a contractual or other business or financial relationship with the City of Walnut Grove.

(H) Substantial interests. City of Walnut Grove officials may not:

- i. Have a substantial interest that conflicts with their responsibilities and duties as trustees of the public good, or
- ii. Directly or indirectly engage in financial transactions as a result of, or primarily relying upon, confidential information obtained in the course of their office or received due to their position.

(I) Use of public property. A City of Walnut Grove official shall not use City of Walnut Grove property of any kind for other than officially approved activities, nor shall he or she direct a City of Walnut Grove employee to use such property for other than official purposes.

(J) Use of confidential information. A City of Walnut Grove official shall not directly make use of, or permit others to make use of, for the purpose of furthering a private interest, City of Walnut Grove information not made available to the general public.

(K) Coercion. A City of Walnut Grove official shall not use his or her position in any way to coerce, or give the appearance of coercing:

- i. Another person to provide any benefits to him or her or to his or her immediate family as defined herein, or
- ii. A City of Walnut Grove employee, an appointed official of the City of Walnut Grove, or a contract employee to provide any benefit to him or her or to his or her immediate family as defined herein, or
- iii. Any judge in the outcome of matters before the court.

(L) Purchases. A City of Walnut Grove official shall not order any goods or services for the City of Walnut Grove or on behalf of City of Walnut Grove without proper authorization in compliance with the City of Walnut Grove Code.

(M) Conflicts of interest. In accordance with the Charter, no elected official, appointed officer, or employee of the City of Walnut Grove, or any authority or agency to which the Charter applies shall represent private interests, other than his or her own, in any action or proceeding against City of Walnut Grove or any portion of its government; or vote or otherwise actively participate in the negotiation or the making of any contract between the City of Walnut Grove government and any business or entity in which he or she has a substantial interest. No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.

- i. This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.
- ii. This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager or chief of police).
- iii. Any official who has a proprietary interest in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk.

(N) City of Walnut grove employees. A City of Walnut Grove official shall not use a City of Walnut Grove employee for personal or private business during regular business hours or during the employee's scheduled shift.

(O) Travel expenses. A City of Walnut Grove official shall not draw per diem or expense money from City of Walnut Grove to attend a seminar, convention, conference or similar meeting and then fail to attend the seminar, conference, convention or similar meeting.

(P) Commitments. A City of Walnut Grove official shall not act or create the appearance of acting on behalf of the City of Walnut Grove by promising to authorize or prevent any future official action of any nature, without proper authorization.

(Q) False statements. No City of Walnut Grove official shall make a false or materially misleading statement or in any manner commit fraud in relation to any City of Walnut Grove or public business.

(R) Disclosure. A City of Walnut grove official or employee shall disclose the nature of any substantial interest he or she has in a matter at the time such matter is presented to the mayor and council for discussion and/or action. Such disclosure shall be recorded into the minutes of the meeting and become part of the public record.

(S) Deliberation and vote prohibited. No City of Walnut Grove official shall participate in a City of Walnut Grove Council Committee or Council meeting during the discussion,

debate, deliberation or vote, or otherwise take part in the decision-making process on any agenda item, any official act or action in which he or she has a substantial interest. Provided, however, that such an elected official shall not be precluded from addressing a council committee or the mayor and council during the discussion of any agenda item or any official act or action in the same manner as a member of the general public. Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

- (T) Duty to leave meeting. To avoid the appearance of impropriety, after any member of the commission is determined to have a financial interest or a potential financial interest in any matter, they shall leave their regular seat as a member of the mayor and city council or council committee and not return to it until deliberation and action on the matter is completed. Provided, however, that such an elected official shall not be precluded from addressing a council committee or the mayor and council during the discussion of any agenda item or any official act or action in the same manner as a member of the general public.
- (U) Ethics hearing officer. The chief judge of municipal court, or in his absence his designee who shall be another municipal court judge or if no municipal court judge is available, the city attorney, is hereby designated as the ethics hearing officer. The ethics hearing officer shall serve without compensation and may be removed for cause by a majority vote of the mayor and city council. If the hearing officer is removed for cause, the next most senior municipal court judge or the city attorney shall serve as hearing officer.
- (V) Receipt of complaints. All complaints against a City of Walnut Grove official shall be filed in writing with the city clerk to be referred to the ethics hearing officer in such form as may be prescribed by the ethics hearing officer. Upon receipt of a complaint in proper form, the ethics hearing officer shall:
- i. Review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke disciplinary action or is to be considered for further investigation.
 - ii. Be empowered to dismiss those complaints that are unjustified, frivolous, patently unfounded or that fail to state facts sufficient to constitute a violation of this article; provided, however, that a rejection of such complaint by the ethics hearing officer shall not deprive the complaining party of any action he or she might otherwise have at law or in equity against the City of Walnut Grove official;
 - iii. Be empowered to collect evidence and information concerning any complaint and to add to the findings and results of its investigation to the file containing such complaint;

- iv. Be empowered to conduct probable cause investigations, to take evidence and hold hearings. The ethics hearing officer shall give the City of Walnut Grove official notice and an opportunity for a hearing;
- v. Be empowered to recommend to the mayor and city council that any City of Walnut Grove official found to have violated any provision of this article receive a reprimand, censure or be requested to resign from his or her office.
- vi. Be empowered to refer a complaint to the sheriff of City of Walnut Grove or other law enforcement agency for investigation and possible prosecution;
- vii. Take action within 60 days of receipt of the complaint. The decision by the ethics hearing officer shall be reduced to writing and served upon all parties at interest within five days of reaching a decision.
- viii. The ethics hearing officer shall in a public hearing before the mayor and city council present argument and evidence to justify the recommendation contained in paragraph (5) above and make a recommendation of the proper penalty to be imposed. The mayor and council shall have the final authority to act on or reject the recommendation within 30 days of the presentation by the hearing officer.

(W) Penalties. Upon majority vote of the mayor and council, any violation of this code of ethics shall subject the offender to disciplinary action including reprimand, censure, or a request to the offending City of Walnut Grove official that he or she resign their office.

(X) Right to appeal. Any City of Walnut Grove official adversely affected by a disciplinary action taken by the mayor and council may appeal the decision to the Walton County Superior Court in accordance with the laws of the State of Georgia. Provided, however, that no action of a decision maker refusing or failing to take action pursuant to this code of ethics shall be reviewable by the superior court.

(Y) Election tolling. To discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a city official, whether currently serving as a city official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period.

Properly filed complaints will be accepted and processed after the election results have been certified.

SECTION 2. Except as provided otherwise herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Pursuant to the Section 2.27 of the City Charter, authority is hereby delegated to the City Clerk to cause this Ordinance to be numbered and codified in the City Code of Walnut Grove, Georgia, in such a way as to place this Ordinance in the Code in an organized and orderly sequence to maximize the organization of the Code. The City Clerk is authorized to designate to the City Attorney or to such other Mayor and Council approved contractors to assist in the effort to codify this provision provided the decision of the City Clerk is final as to the placement of this Ordinance within the City Code of Walnut Grove, Georgia. The goal of this authorization is to codify and number this Ordinance in the Code in such a way as to be clear and orderly.

SECTION 4. This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Walnut Grove, Georgia.

It is so ordained on this ____ day of August 2023.

City of Walnut Grove, Georgia

Stephanie Moncrief, Mayor

ATTEST:

Kimberly Whitlow, City Clerk

APPROVED AS TO FORM:

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

ORDINANCE NO 2023-12 AN ORDINANCE OF THE CITY OF WALNUT GROVE TO AMEND AND ESTABLISH PARLIAMENTARY PROCEDURE PROCURE AND PROCEDURES OF MEETING; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES was approved by council on 9/14/2023. Council Member Stephanie Moncrief motioned to approve Ordinance NO 2023-12 and Council Member Erica Milles seconded that motion. Council Member Linda Pilgrim opposed. Motion passed 2-1. Mayor Mark Moore failed to properly veto this ordinance and the ordinance was adopted my council on the 9/14/2023 meeting.

ORDINANCE NO. 2023-12

A ORDINANCE OF THE CITY OF WALNUT GROVE TO AMEND AND ESTABLISH PARLIAMENTARY PROCEDURE AND PROCEDURES OF MEETINGS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Walnut Grove, Georgia is the Mayor and Council thereof; and

WHEREAS, Section 2.18 of the City Charter authorizes Mayor and Council to adopt its own rules of procedure and order of business; and

WHEREAS, the governing authority deems it essential to clarify and update the procedures surrounding the conducting of meetings within the City.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED:

Section 1. That the Code of Ordinances of the City of Walnut Grove, Georgia is hereby amended by deleting it Section 3-203 through Section 3-207 of the City Ordinances and replacing it with the following:

“DIVISION 1- GENERAL

Sec. 3-203. - Vacancies.

In case of a vacancy in the office of mayor or council member from failure to elect, death, removal or from any cause whatsoever, such vacancy shall be filled for the remainder of the unexpired term, if any, by appointment by the mayor with confirmation by the city council, if less than 24 months remain in the unexpired term. Otherwise, a special election shall be ordered by the mayor or city council to fill the balance of the unexpired term of such an official. The city clerk shall cause the special election to be held and conducted in accordance with the Georgia Election Code (O.C.G.A. § 21-2-1 et seq.).

Sec. 3-204. - Chairman.

The mayor shall act as chairman of the city council and is responsible for the orderly conduct of meetings of the city council. In order to fulfill such duty, the mayor shall enforce the rules of procedure that are adopted by the city council. The chairman shall be impartial and conduct the meetings in a fair manner. The chairman may not introduce motions or second a motion without surrendering the chair to the mayor pro tem or a substitute chair elected from the remaining members of city council. The chairman may only vote in the event of a tie of council members.

Sec. 3-205. - Vice-chairman.

(a) The city council shall select a mayor pro tem from the council members at the beginning of each calendar year who shall serve as the vice-chairman. The vice-chairman shall fulfill the duties of the chairman if the chairman is not in attendance or is not participating because of a voluntary recusal based on the requirements of this Code.

(b) If the chairman and the vice-chairman are absent and a quorum is present, the remaining council members shall select a council member to serve as temporary chairman of the meeting until either the chairman or vice-chairman is present at the meeting.

Sec. 3-206. - Committees.

The chairman and city council may create committees to study any issue before the city council. Any such committee may make recommendations to the city council, but no committee shall be empowered to make any final decision on any matter before such committee for consideration. In addition to council members, committees may include other city officials, staff or citizens at-large. Whenever a committee is created, its duties, any limitation on the scope of such duties and the times, places and periods of time for which the committee may operate shall be determined by the chairman and city council. The chairman shall serve as an ex-officio member of all committees.

Sec. 3-207. - Open meetings; work sessions; regular meetings; public hearings.

(a) All meetings of the city council, where a quorum is present and decisions affecting official business are contemplated, shall be held in accordance with the provisions of O.C.G.A. § 50-14-1 et seq.

(b) The city council shall hold regular work sessions on the Thursday two weeks prior to the Regular Meeting.

(c) All regular meetings and public hearings conducted by the mayor and council shall be held on the Second Thursday of the month, unless otherwise established by Mayor and Council.

Sec. 3-208. - Organizational meetings.

The city council shall hold an organizational meeting on or before the first regular meeting day following any election. The meeting shall be called to order by the city clerk, and the oath of office shall be administered to the newly elected council members whose terms of office shall begin the day and hour of taking such oath of office.

Sec. 3-209. - Special meetings; rescheduled regular meetings.

A regular meeting of the city council may be canceled, rescheduled or moved to a new location within the city by the chairman for any reason. Other special meetings may be called as provided in the Charter. Whenever a rescheduled regular meeting of the city council or any other special meeting is to be held at a time or place other than the regularly scheduled time or place, written notice of such change shall be posted for at least 24 hours at the place of the regular meeting. In addition, written or oral notice shall be given by the city clerk at least 24 hours in advance of the meeting to either the legal organ of the city or a newspaper having a general circulation at least equal to that of the legal organ and to each council member.

Sec. 3-210. - Emergency meetings.

When emergency circumstances occur, the city council may hold a meeting with less than 24 hours' notice to the public. When such emergency meetings are to be held, the city clerk shall provide notice to the legal organ of the city or a newspaper with a general circulation at least equal to that of the legal organ and to each council member as soon as possible. The notice shall include the subjects expected to be considered at the emergency meeting. In addition, the minutes shall reflect the reason for the emergency meeting and the nature of the notice given to the media.

Sec. 3-211. - Executive sessions.

(a) Executive sessions of the city council may be held for the purpose of conducting business excepted from public access requirements as authorized by O.C.G.A. §§ 50-14-2 and 50-14-3. Where a meeting of the city council is devoted in part to matters within the authorized exceptions to public access requirements, any portion of the meeting not subject to any such exceptions shall be open to the public. No executive session shall be held, except pursuant to a majority affirmative vote of the city council taken in a public meeting.

(b) The minutes of the public meeting shall reflect the names of the council members present, those voting for the executive session and the specific reasons for the executive session. Minutes of the executive session may be maintained by the city clerk at the direction of the chairman. Any such minutes shall be maintained in a confidential file and shall not be subject to disclosure, except that disclosures of such portions of the minutes identifying real estate to be acquired by the city council may only be delayed until such time as the acquisition of the real estate has been completed, terminated or abandoned, or court proceedings have been initiated.

Sec. 3-212. - Quorum.

A quorum of the city council must be present for the conducting of meetings. The mayor, or mayor pro tem, and two council members shall constitute a quorum and shall be authorized to transact business of the city council. It is the duty of the chairman to enforce this rule. Any council member may raise a point of order directed to the chairman if the council member believes that a quorum is not present. Once a quorum is established, the quorum cannot be defeated by the subsequent departure of the mayor or a council member. If a quorum is not attained within 30 minutes, the meeting will be rescheduled by the chairman with the approval of the council members present.

Sec. 3-213. - Voting; majority.

Passage of a motion shall require the affirmative vote of a majority of the council members present and voting at a meeting at which a quorum is present. Unless otherwise specified in this division, a majority shall mean more than one-half of the council members present. Where a two-thirds majority is specified, a majority vote shall mean at least two-thirds of the council members present.

Sec. 3-213. - Abstentions.

An abstention shall be counted as an affirmative vote.

Sec. 3-214. - Agenda.

(a) The city clerk, with the advice of the chairman and the council members, shall prepare an agenda of subjects to be acted on for each meeting. In conjunction with the regular work session of the Mayor and City Council, an agenda work session shall be held by the city clerk to finalize the agenda. The chairman and all council members may participate in the work session. Whenever a quorum of the city council is present for an agenda work session, the meeting shall be open to the public, and all notice and

record keeping requirements applicable to an open meeting must be met. The final agenda shall be made available to the council members at least three business days before every city council meeting.

(b) Members of the public may request that a particular subject be placed on the agenda for the following meeting. To be considered, the item must be submitted to the Clerk by 1 p.m. on the Friday preceding the scheduled regular monthly meeting. All agenda items must be sponsored by a member of council or the mayor and be so indicated on the agenda by that item.

(c) The order of the agenda may be changed during a meeting by a majority vote of the city council.

(d) A copy of the agenda and a list of those council members present shall be made available to the public for inspection within two business days of the adjournment of any meeting.

Sec. 3-215. - Consent agenda.

(a) A consent agenda may be prepared by the city clerk for the city council to unanimously adopt motions on routine items. Any items of business that are expected to receive unanimous approval and where no debate is expected may be placed on a consent agenda.

(b) At the appropriate time of the meeting, the chairman shall read all of the items on the consent agenda. If a council member objects to an item being on the consent agenda, the chairman shall move that particular item to the regular agenda. Following the reading of the consent agenda, the chairman will ask for unanimous approval of the items on the consent agenda. If there are no objections, all of the items on the consent agenda will be adopted by unanimous consent.

Sec. 3-216. - Minutes.

(a) The city clerk shall promptly record summary minutes for each city council meeting. The minutes serve as the official written record of the city council meeting and shall be open for public inspection once approved as official by the city council, but in no case later than immediately following the second regular meeting of the city council following the meeting being recorded in the minutes. The minutes shall specify the names of the council members present at the meeting, a description of each motion or other proposal made at the meeting, the council member who proposed each motion, the council member who seconded each motion, and a record of all votes. In the case of a roll call vote, the name of each council member voting for or against a

proposal shall be recorded. It shall be presumed that a council member has voted in the affirmative unless the minutes show otherwise. More detailed information may be included in the minutes at the request of the city council. The City Clerk shall preserve the recordings of the meetings as required by law.

(b) The city council must approve the minutes before the minutes can be considered as an official record of the city council. A copy of the minutes from the previous meeting shall be distributed to the council members at least three business days before the following meeting. The minutes of the previous meeting shall be corrected and approved by the city council at the beginning of each meeting. A majority vote is required for approval of the minutes. Conflicts about the content of the minutes shall be decided by majority vote of the city council. Upon being approved, the minutes shall be signed by the chairman and attested to by the city clerk.

Sec. 3-217. - Order of business.

All regular city council meetings shall follow an established order of business as follows:

- (1) Call to order.
- (2) invocation
- (3) Pledge of Allegiance
- (4) Agenda Approval
- (5) Consent agenda.
- (6) Committee Reports
- (7) Old Business
- (8) New Business
- (9) Reports.
- (10) Public Comment
- (11) Council comments
- (12) Adjournment

Sec. 3-218. - Decorum.

(a) All council members must conduct themselves in a professional and respectful manner. All remarks should be directed to the chairman and not to individual council members, staff or citizens in attendance. Personal remarks are inappropriate. A council member is not allowed to speak at a meeting until he has been recognized by the chairman. All comments made by a council member shall address the motion that is being discussed.

(b) The chairman shall enforce the rules of decorum set forth in subsection (a) of this section. If a council member believes that a rule has been broken, he can raise a point of order. A second is not required. The chairman may rule on the question, or he may allow the city council to debate the issue and decide the issue by majority vote.

Sec. 3-219. - Public participation.

Public participation in meetings of the city council is encouraged and shall be permitted in accordance with the following provisions:

(1) *Public comments.* The final agenda item of the city council meeting shall be reserved for comments from the public. Each member of the public who wishes to address the city council must submit his name, address and the topic of his comments to the city clerk prior to making such comments. Such an individual will be allotted five minutes to make his comments, and such comments must be limited to the chosen topic. These limits can be waived by a majority vote of the city council.

(2) *Public participation on agenda items.* By a majority vote, the city council may limit public comment on an agenda item at the time the item is being considered by the city council. Permitted comments must be limited to the subject that is being debated. Members of the public may speak for five minutes and may only speak once. These limits may be waived by a majority vote of the city council. Anyone wishing to speak at any city council meeting must be recognized by the chairman before addressing the city council.

(4) *Public hearings.* The city council may schedule public hearings for the purpose of soliciting public comment on any subject of interest to the city council. Hearings may be held immediately prior to or following a meeting of the city council or at such other places and times as the city council may determine.

Sec. 3-220. - Amendments to rules.

Any amendment to the rules of order must be submitted by a council member in writing to the city clerk by Friday of the week prior to a regular meeting of the city council. The proposed amendment shall be included in the agenda for that meeting and distributed to all council members. All amendments require a majority vote of the city council in order to be adopted.

Sec. 3-221. - Suspending the rules of order.

Rules of order may be suspended in the case of an emergency. A motion to suspend the rules requires a second, is debatable and requires a majority vote of the city council. Rules governing quorum, voting methods and requirements, the notification to council members of meetings, and rules necessary for compliance with state law cannot be suspended.

Sec. 3-222. - Visual and sound recordings.

Visual and/or sound recordings shall be permitted for all public meetings.

Secs. 3-223—3-240. - Reserved.

DIVISION 2. - PARLIAMENTARY PROCEDURE

Sec. 3-241. - Rules of procedure.

Unless otherwise provided in this Code, procedures for meetings of the city council shall follow the 11th edition of Robert's Rules of Order.

Sec. 3-242. - Parliamentarian.

The city council shall select a parliamentarian at the beginning of each calendar year who shall serve a one-year term. The designated parliamentarian may seek the assistance of legal counsel to resolve any parliamentary issues.

Sec. 3-243. - Main motion.

In order for the city council to take any official action on any subject, a council member must propose a main motion. A proposed main motion will not be recognized by the chairman until another council member agrees to second the motion. A second does not require the council member seconding the motion to support the motion. A council member may withdraw a main motion that he has made at any time before the city council has voted on that motion.

Sec. 3-244. - Debate.

(a) After the main motion is recognized by the chairman, the city council shall debate the motion. The debate shall be managed by the chairman in a manner that is fair to all council members. Council members may participate in the debate only when they are recognized by the chairman.

(b) During the course of a debate, council members may introduce subsidiary motions that propose that the city council take particular action on a motion. There are two classes of subsidiary motions: Debatable subsidiary motions and undebatable subsidiary motions. Debatable subsidiary motions consist of motions to postpone indefinitely, amend, refer to the committee and postpone to a time certain. Debatable subsidiary motions require a second before they can be voted on or debated. There are three undebatable subsidiary motions: Limit debate, vote immediately, and lay on the table. Such motions require a second and cannot be debated.

(c) Council members may also introduce privileged motions. Privileged motions facilitate the running of the meeting and can be introduced during the course of debate. Privileged motions consist of a motion to raise a question of privilege and motions to recess and adjourn. The motions to recess and adjourn require a second. Debate is not allowed on privileged motions.

Sec. 3-245. - Voting; procedure.

Voting on debatable motions and undebatable motions shall take place in accordance with the following provisions:

(1) *Debatable motions.* In the case of debatable motions, the vote can be proposed in one of the following two ways:

a. If debate has been completed and no other council member wishes to speak, the chairman may call for the vote; if there are no objections then the chairman may proceed with the vote.

b. If the chairman calls for the vote and there is an objection, a council member may move to vote immediately (move the previous question). If this motion is seconded and approved by a majority vote, debate will stop. The chairman will then read the proposed motion to the city council and ask for the votes of the council members.

(2) *Undebatable motions.* In the case of undebatable motions, the vote shall occur immediately after the motion is recognized by the chairman. The chairman shall read the proposed motion to the city council and then call for the vote.

Sec. 3-246. - Ranking of motions.

(a) Each subsidiary and privileged motion is assigned a specific rank. A motion of higher precedence can interrupt a motion of lower precedence. The higher motion must be decided before the city council returns to consider the motion of lower precedence.

(b) A main motion has the lowest rank and does not take precedence over any other motion. A motion to adjourn has the highest rank and will take precedence over all other subsidiary and privileged motions. The order of precedence of motions shall be in accordance with this section. Motions at the bottom of the following list take precedence over motions at the top of the list:

(1) Main motion (lowest rank).

(2) Subsidiary motions (debatable):

- a. Postpone indefinitely.
- b. Amend.
- c. Refer to committee (commit).
- d. Postpone to a time certain (postpone definitely).

(3) Subsidiary motions (undebatable):

- a. Limit debate or extend limits.
- b. Vote immediately (previous question).
- c. Lay on the table (postpone temporarily).

(4) Privileged motions (undebatable):

- a. Question of privilege.
- b. Recess.
- c. Adjourn (highest rank).

Sec. 3-247. - Subsidiary motions.

During the course of debate, council members may introduce motions which propose that the city council take particular action on a main motion. These motions are called subsidiary motions and they allow the city council to reach a conclusion on the main motion. Subsidiary motions require a second before they can be voted on or debated. Three subsidiary motions (amend, limit debate and vote immediately) also may apply to other subsidiary motions.

(1) *Postpone indefinitely.* If a council member believes that the main motion should not be considered by the city council, such council member may move to postpone the consideration of the main motion indefinitely. If the motion is successful, consideration of the main motion stops and the main motion is tabled. A motion to postpone indefinitely may be debated, but it cannot be amended. A majority vote is required for the motion to pass.

(2) *Amend.* If a council member believes that the main motion that is on the table should be changed in order to make it more acceptable, he can move to amend the motion.

a. Amendments must be closely related to the original motion and must not change the nature of the motion that they amend.

b. Motions to refer, amend, postpone to a time certain and the motion to recess can also be amended.

c. A motion shall not be amended more than two times.

d. Debate is allowed on a motion to amend only if the original motion is debatable.

e. A majority vote is required for the city council to adopt an amendment.

f. If the amendment is adopted, the city council shall consider the amended version of the motion.

(3) *Refer to a committee (commit).* If a council member believes that further information is needed before the city council can act on a main motion, he may propose that the motion be referred to a specific committee or department for further study. If an appropriate committee does not already exist, then a committee may be formed as a part of the motion. A motion to refer should specify the date that the committee or department will report back to the city council. This motion is debatable and amendable. A majority vote is required for the motion to pass.

(4) *Postpone to a time certain (postpone definitely).* A motion to postpone to a certain time may be proposed if a council member believes that the main motion should not be considered until a future time. This motion shall set a particular time for the main motion to be considered again. Such motion is debatable and may be amended. If this motion is passed,

the chairman will bring the original motion back to the city council for consideration at the specified time. A majority vote of the city council is required for the motion to pass.

(5) *Limit or extend limits of debate.* A motion to limit debate places a time constraint on the length of debate. The details of such a motion are to be decided by the council member who makes the motion. This motion can also be used to extend the limits of debate if a limit on debate already exists. Debate is not allowed on this motion, and a majority vote of the city council is required for the motion to pass.

(6) *Vote immediately (previous question).* If a council member believes that the motion that is being considered should be voted on, the council member may move to vote immediately. The motion is undebatable, and a vote of the majority of the city council is required for the motion to pass.

(7) *Lay on the table (postpone temporarily).* A motion to lay on the table proposes that the consideration of a main motion be postponed until a later time in the meeting. The motion can be brought up for consideration only if a motion to resume consideration is accepted by the city council during the same meeting. The motion will die if it is not taken up during the meeting. Debate is not allowed on this motion, and the motion is not amendable. A majority vote of the city council is required for the motion to pass.

Sec. 3-248. - Privileged motions.

Privileged motions facilitate the running of the city council meeting. Such motions do not address or relate to a main motion and can be introduced whether or not there is a main motion under consideration. Privileged motions take precedence over all subsidiary motions. Debate is not allowed on such motions.

(1) *Question of privilege.* A formal question addressed to the chairman concerning the rights of a council member or of the city council as a whole is referred to as a question of privilege. It does not require a second and cannot be debated or amended. The chairman is required to make a ruling on the question.

(2) *Recess.* A motion to recess proposes that the meeting be suspended for a particular amount of time. The motion must specify the length of the recess. The motion must also be seconded. Debate is not allowed on such motion, but the motion can be amended. A majority vote of the city council is required for the motion to pass.

(3) *Adjourn.* In order for a meeting to come to a close, a council member must make a motion to adjourn. The motion to adjourn has the highest rank of any motion, and as a result, it can be introduced at any time. The motion requires a second but is not debatable or amendable. A majority vote of the city council is required for the motion to pass.

Sec. 3-249. - Incidental motions.

Incidental motions allow council members to exert their rights as a member of the city council. Incidental motions may be introduced at any time during a meeting.

(1) *Appeal.* If a council member disagrees with a decision that is made by the chairman, such council member may appeal the decision. If the appeal is seconded, the appeal will be considered by the city council. The chairman has the opportunity to explain the ruling that has been challenged. The city council may then debate the appeal. The city council shall decide by majority vote if the chairman's decision is to be upheld or overturned. An appeal is high in precedence and may only be interrupted by a privileged motion or by a motion to lay on the table.

(2) *Parliamentary inquiry.* If a council member has a question about the rules of order, he may ask the chairman to give an opinion on that question. Such question should take the form of a parliamentary inquiry and should relate to the current business of the city council. Such motion takes precedence over all motions except privileged motions. Such motion does not require a second and is not debatable or amendable.

(3) *Point of order (question of order).* If a council member believes that a violation of the rules of parliamentary procedure has occurred, he can raise a point of order. A second is not required. The chairman may make a ruling on the question or may allow the city council to debate and then rule on the question by majority vote. A point of order may only be interrupted by a privileged motion or a motion to lay on the table.

(4) *Point of information (request for information).* If a council member has a question about the facts of a particular issue that is being considered, he may ask a point of information. This motion is addressed first to the chairman and then to the appropriate person. A second is not required and the motion is not debatable or amendable.

Sec. 3-250. - Supplementary main motions.

Three motions allow the city council to act on a main motion that has either been passed or tabled by the city council. These motions are considered to be main motions but differ from usual main motions in the following ways:

(1) *Reconsider.* The motion to reconsider allows the city council to debate whether or not to overturn a decision made at the meeting that is in progress. Such a motion allows the city council to consider new information that may affect the decision that has already been made. Any council member may make a motion to reconsider, and any council member may second the motion. The motion is debatable, but it cannot be amended. A majority vote of the city council is required for the motion to pass. If a motion to reconsider is passed, the original decision will be voided, and the city council will return to debate and revote the original motion.

(2) *Rescind.* A motion to rescind proposes that the city council overturn a motion passed at a previous meeting. A motion to rescind can be made by any council member. Such motion is in order as long as the original motion has not been implemented. An announcement of the intention to rescind a motion may be made at the meeting where the decision was made, or the council member seeking to rescind may place the matter on the agenda for the next meeting pursuant to section 2-48. The motion to rescind will then be placed on the agenda for the next meeting. At the next meeting, the motion to rescind will formally be made. If such motion is seconded, then the city council shall debate and vote on rescission. A majority vote of the city council is required for the motion to pass. If a motion to rescind is passed, the original decision will be voided.

(3) *Resume consideration.* The motion to resume consideration allows the city council to consider a motion that has been temporarily postponed. Such motion requires a second and is not debatable or amendable. Such motion is a main motion but ranks higher than any debatable motion. A majority vote of the city council is required for the motion to pass.

Secs. 3-251—3-260. - Reserved.

DIVISION 3. - LEGISLATION

Sec. 3-261. - Legislative authority generally.

The city council shall exercise the legislative functions of the city and may pass any ordinance or resolution that it deems best for the government of the city; however, such ordinance or resolution shall not be in conflict with the Charter, the constitution or laws of the state or the Constitution or laws of the United States.

Sec. 3-262. - Ordinances, resolutions, contracts and interlocal agreements.

Unless otherwise provided in this Code, all ordinances, resolutions, contracts and interlocal agreements of the city shall be prepared, approved, introduced and adopted in the manner provided in this division.

Sec. 3-263. - Preparation of ordinances.

Whenever possible, all ordinances shall be prepared by the city attorney.

Sec. 3-264. - Required elements of ordinances.

All ordinances passed by the city council shall contain the following items, which shall be set forth in the ordinance in the following order:

- (1) Ordinance number.
- (2) Title and purpose.
- (3) Enacting clause.
- (4) Body of ordinance by sections.
- (5) Severability clause.
- (6) Penalty clause.
- (7) Repealing clause.
- (8) Adoption date.
- (9) Effective date.
- (10) Authentication of city clerk.

Sec. 3-265. - Introduction of ordinances, resolutions and other matters.

Ordinances, resolutions and other matters or subjects requiring action by the city council must be introduced and sponsored by a council member.

Sec. 3-266. - Consideration of Code amendments.

Where an amendment to this Code is proposed and any council member or the mayor has been given fewer than 48 hours' notice, including a copy of the proposal, of the intent to introduce such amendment to be adopted at a city council meeting, any council member or the mayor may require, by his own request alone, that consideration of such proposed amendment be postponed until the next regular meeting of the city council. Pursuant to this section, such request to postpone shall not require a second or a vote and shall not be subject to debate; provided, however, that no proposed amendment to this Code shall be the subject of a request to postpone under this section more than once.

Sec. 3-267. - Action restricted, emergencies.

No ordinance shall be put on its final passage on the same day on which it is introduced; except that where an emergency exists and public health and safety require it, an ordinance containing a full statement of the facts and reasons for the emergency may be made effective upon its adoption if approved by the city council.

An ordinance shall be introduced at the work session proceeding the regular meeting that it is being considered for final adoption.

Sec. 3-268. - Presenting of ordinances.

Each ordinance except for a zoning ordinance amendment shall be presented at two consecutive meetings of the mayor and city council. A zoning ordinance amendment may be approved at the first meeting after the requirements of the Zoning Procedures Act have been satisfied and does not require two readings. An ordinance being introduced at the work session proceeding the regular meeting that is being considered for final adoption shall qualify under this Section.

The presentation of the ordinance (first and second reading) may be waived by a majority vote of the City Council provided the title of the ordinance is read into the record and copies of the full ordinance introduced are available in the office of the City Clerk and posted online for citizen review.

Sec. 3-269. - Subject matter of ordinances.

No ordinance shall relate to more than one subject, which shall be clearly expressed in the title of the ordinance. No ordinance, or section of such ordinance, shall be amended or repealed unless the new ordinance contains the title of the ordinance or section amended or repealed. When practicable, all ordinances shall be introduced as amendments to this Code.

Sec. 3-270. - Adoption of ordinances, resolutions, contracts.

An ordinance, resolution or contract shall be deemed adopted or approved and effective when it receives an affirmative vote of the majority of the city council.

Secs. 3-270—3-299. - Reserved.”

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. It is hereby declared that if any phrase, sentence, or paragraph hereof shall be found or declared unconstitutional or invalid by a court of competent jurisdiction, the remaining phrases, sentences and paragraphs hereof shall remain in full force and effect as if enacted without

the phrase, sentence, or paragraph declared unconstitutional or invalid.

Section 5. The effective date of this Resolution shall be August ____, 2023.

It is so ordained on this ____ day of August, 2023.

City of Walnut Grove, Georgia

Stephanie Moncrief, Mayor

ATTEST:

Kimberly Whitlow, City Clerk

APPROVED AS TO FORM:

**Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.**

RESOLUTION No. 2023-09 A RESOLUTION TO DESIGNATE AN OPEN RECORDS OFFICER FOR THE CITY OF WALNUT GROVE, Georgia was approved by council on August, 10th, 2023. Council Member Stephanie Moncrief made a motion to appoint the City Clerk as the official records keeper and Council Member Erica Miles seconded the motion to appoint the City Clerk as the official records keeper. All in favor. Motion passed 3-0.

RESOLUTION NO. 2023-09

**A RESOLUTION TO DESIGNATE AN OPEN RECORDS OFFICER FOR
THE CITY OF WALNUT GROVE, GEORGIA.**

WHEREAS, the City of Social Circle is a Municipal Corporation of the State of Georgia;
and

WHEREAS, the Walnut Grove is an agency subject to the Open Records Act of the State
of Georgia; and

WHEREAS, the Walnut Grove is comprised of various departments, boards, authorities
and commissions; and

WHEREAS, the Open Records Act of the State of Georgia permits an agency to designate
Open Records Officers to receive requests for the inspection or copying of records; and

WHEREAS, the Mayor and Council of the Walnut Grove believe that designating an
Open Records Officers will centralize the open records process and will permit the City to more
effectively and efficiently track and complete responses to open records requests;

IT IS HEREBY RESOLVED that the Mayor and Council of the Walnut Grove, in
accordance with the provisions of the Open Records Act found in O.C.G.A. 55-18-71 designate
the following Open Records Officers to receive requests on behalf of the City and all of its
departments:

- (1) City Clerk
- (2) In the absence of the City Clerk, the Mayor

shall serve as the Open Records Officers.

IT IS FURTHER RESOLVED that the City requires that all written requests under the
Open Records Act shall be made upon the Open Records Officers designated in this Resolution,
and that a copy of the Request be sent by the Open Records Officer to the City Attorney.

IT IS FURTHER RESOLVED that the City Clerk shall notify the Walton County
Tribune and the Covington News, as the legal organs of the City and Walton County, that the City
has so designated the Open Records Officers contained herein.

IT IS FURTHER RESOLVED that the City Clerk shall ensure that the designated Open
Records Officers and their contact information are prominently displayed on the City's website.

IT IS SO RESOLVED this _____ day of _____, 2023.

Stephanie Moncrief, Mayor

_____, Mayor Pro Tem

ATTEST:

_____, Council Member

Kimberly Whitlow, City Clerk

_____, Council Member

APPROVED AS TO FORM:

_____, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, P.C.

Section 4. The effective date of this Resolution shall be August ____, 2023.

It is so ordained on this ____ day of August, 2023.

City of Walnut Grove, Georgia

Stephanie Moncrief, Mayor

ATTEST:

Kimberly Whitlow, City Clerk

APPROVED AS TO FORM:

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

NOTICE OF CALL OF SPECIAL ELECTION

TO THE QUALIFIED VOTERS OF WALTON COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that a special election has been called to occur on the 21st day of May, 2024, at the regular polling places in all the election districts of Walton County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a special sales and use tax of one percent shall be imposed on all sales and uses in the special district consisting of the County for a period of twenty-four consecutive calendar quarters beginning January 1, 2025 to raise an estimated amount of \$120,000,000 to be used to finance the following projects:

- (i) for the City of Monroe, (A) public safety projects, vehicles and equipment, (B) transportation projects, (C) Monroe public facilities capital improvements, and (D) parks capital improvements;
- (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects;
- (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects;
- (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades;
- (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects;
- (vi) for the City of Jersey, (A) transportation projects, (B) water system improvements, (C) building projects, and (D) parks and recreation projects;
- (vii) for the City of Between, (A) transportation projects, and (B) building upgrades and improvements; and
- (viii) for the County, (A) installation payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition (collectively, the "Projects").

The ballots to be used at such election shall have written or printed thereon substantially the following:

- YES Shall a special one percent sales and use tax be imposed in the special district consisting of Walton County for a period of time not to exceed 24 calendar quarters and for the raising of an estimated amount of \$120,000,000 for the purpose of funding the following projects: (i) for the City of Monroe, (A) public safety
- NO

projects, vehicles and equipment, (B) transportation projects, (C) Monroe public facilities capital improvements, and (D) parks capital improvements; (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects; (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects; (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades; (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects; (vi) for the City of Jersey, (A) transportation projects, (B) water system improvements, (C) building projects, and (D) parks and recreation projects; (vii) for the City of Between, (A) transportation projects, and (B) building upgrades and improvements; and (viii) for the County, (A) installation payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition.

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Walton County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those residents of Walton County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Commissioners of Walton County and a resolution of the Board of Elections of Walton County.

Notice is hereby further given that the Board of Elections of Walton County called the election herein referenced at its duly noticed meeting on February 16, 2024 by adopting a resolution calling said election.

/s/David G. Thompson
Chairman, Board of
Commissioners of Walton County

/s/Lori Wood
Chairman, Board of Elections
of Walton County

SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract (the "Contract"), is between Walton County, Georgia (the "County"), the City of Monroe ("Monroe"), the City of Loganville ("Loganville"), the City of Social Circle ("Social Circle"), the City of Walnut Grove ("Walnut Grove"), the City of Good Hope ("Good Hope"), the City of Jersey ("Jersey") and the City of Between ("Between" and together with Monroe, Loganville, Social Circle, Walnut Grove, Good Hope and Jersey, the "Cities").

PREAMBLE

Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent sales and use tax (the "Sales and Use Tax") in such district for the purposes specified therein.

The County and the Cities wish to continue the Sales and Use Tax presently in effect, which expires on December 31, 2024, and are entering into this Contract for the purpose of specifying the projects to be funded with such Sales and Use Tax and providing for the distribution of the proceeds of the Sales and Use Tax.

In consideration of the mutual agreements of the County and the Cities in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which the County and the Cities acknowledge, the County and the Cities agree as follows:

Section 1. Representations of the Cities.

Each of the Cities hereby represents as follows:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the City, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or by which the City is bound.

(c) To the knowledge of the City, there is no litigation pending or threatened challenging the existence or powers of the City or the ability of the City to enter into this Contract, or seeking to restrain or enjoin the City from entering into this Contract or acquiring, constructing or installing any of the projects sought to be financed from the proceeds of the Sales and Use Tax.

Section 2. Representations of the County.

The County hereby represents as follows:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Contract, or seeking to restrain or enjoin the County from entering into this Contract, imposing the Sales and Use Tax or acquiring, constructing or installing any of the projects of the County sought to be financed from the proceeds of the Sales and Use Tax.

Section 3. Referendum for Imposition of Sales and Use Tax.

The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 21st day of May, 2024, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district which consists of Walton County, as authorized by the Act for 24 calendar quarters (six years) for the purpose of funding the projects described in this Contract (collectively the "Projects" or as to any City or the County, the "Projects" of such City or County). The amount of money to be raised by the Sales and Use Tax is estimated to be \$120,000,000. The Projects and the estimated amount of Sales Tax and Use Tax attributable to each Project is shown on Schedule A attached to this Contract.

Section 4. Conditions Precedent.

The obligations of all parties under this Contract are conditioned upon the following events:

(a) The adoption of a resolution by the Board of Commissioners of Walton County authorizing the imposition of the Sales and Use Tax and calling the referendum described above.

(b) The approval of the Sales and Use Tax by a majority of the voters in the County voting in the election for those purposes as required by the Act.

Section 5. County Sales and Use Tax Fund; Separate Accounts; No Commingling.

Prior to the first date on which the Sales and Use Tax will be collected, the County shall establish a special fund or account designated as the 2025 Special Purpose Local Option Sales Tax Fund for the County (the "Project Fund Account" of the County), and each City shall create a special fund or account to be designated as the 2025 Special Purpose Local Option Sales Tax Fund for each such City (each such fund or account, the "Project Fund Account" of such City). The County shall select a local bank which shall act as a depository and custodian of the Project Fund Account of the County upon such terms and conditions as may be acceptable to the County, and each City shall select a local bank which shall act as a depository and custodian of the Project Fund Account of each such City upon such terms and conditions as may be acceptable to each such City. All Sales and Use Tax proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Section. Sales and Use Tax proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Contract. No funds other than Sales and Use Tax proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of Sales and Use Tax Proceeds.

Upon receipt by the County of Sales and Use Tax proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the County's Project Fund Account and, within ten (10) business days thereof, disburse the Sales and Use Tax proceeds due to each City in accordance with Section 7. The proceeds shall be deposited in the Project Fund Account established by each City in accordance with Section 5. Should any City cease to exist as a legal entity before all funds are distributed under this Contract, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor city. If such an act is passed, the defunct City's share shall be paid to the successor city in addition to all other funds to which the successor city would otherwise be entitled.

Section 7. Priority and Order of Project Funding.

The parties hereto agree that the proceeds of the Sales and Use Tax received each month will be applied as follows (and in the order indicated below):

- (a) First, the Sales and Use Tax receipts shall be deposited into the Project Fund Account of the County in an amount equal to \$480,000 per month, the monthly amount needed for the County to make installment payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex as shown on Schedule A.
- (b) Next, the Sales and Use Tax receipts shall be deposited into the Project Fund Account of the County and each of the Cities in accordance with the percentages shown in the column with the heading "Allocation of Sales and Use Tax Proceeds After Funding the County's Acquisition of the Public Safety Complex from the Walton Industrial Building Authority" on Schedule B.

Except as provided in Section 8 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Contract.

Section 8. Completion of Projects.

The County and Cities acknowledge that the costs shown for each project described on Schedule A are estimated amounts. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Schedule A, the County may apply the remaining unexpended funds to any other county project in Schedule A. If a city project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Schedule A, the City may apply the remaining unexpended funds to any other project included for that City in Schedule A.

Within thirty (30) days after the Projects of any City have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other Authorized Signatory, setting forth the date on which the final Project or Projects were completed and stating that all Sales and Use Tax proceeds deposited into the Project Fund Account for such City have been applied to the Project or Projects or otherwise applied in accordance with the Act.

Section 9. Audits.

(a) Each of the Cities and the County shall include in its annual audit the schedule required by Section 48-8-121 of the Act relating to each Project approved for such City or the County in the referendum. Each of the Cities and the County shall publish the report relating to the Projects of such City and County as required by Section 48-8-122 of the Act. Each City and the County agrees that the proceeds received from the Sales and Use Tax shall be used by the County or the City, as the case may be, exclusively for the purpose or purposes specified in the resolution calling for the referendum except as may otherwise be permitted under the Act. Each of the Cities and the County shall be responsible for their own expenses incurred in maintaining such records and making any such reports.

(b) The County and each of the Cities shall have no liability to each other for the failure by any City or the County to spend the proceeds received from the Sales and Use Tax for the purposes authorized in the referendum, although the County shall have the right, but not the duty, to seek to enforce the obligation of each of the Cities to apply the proceeds received from the Sales and Use Tax in accordance with the Act and the referendum.

Section 10. Other Expenses; Reimbursement.

The parties to this Contract acknowledge that the fees and expenses relating to, or incurred incident to, calling the referendum for the imposition of the Sales and Use Tax shall be paid by the County and each City shall reimburse the County for their pro rata share of any such expenses in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. The County shall from time to time provide notification to the Cities of any other expenses relating to the Sales and Use Tax proceeds. Each of the Cities agrees that it will be liable to the County for their pro rata share of any such expenses in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. In the event that following the passage of the referendum relating to the imposition of the Sales and Use Tax, any litigation or threatened litigation, audit or investigation relating to the imposition of the Sales and Use Tax or the use of the proceeds of the Sales and Use Tax or other similar matters relating thereto shall occur, the County

shall have the right on behalf of itself and the Cities to conduct such litigation or handle such threatened litigation, audit or other investigation and to retain such attorneys and other experts as may be required or appropriate in connection therewith. The County shall give prompt notice to the Cities of the institution of any such litigation or threatened litigation, audit or investigation. Each of the Cities agrees that it will be liable to the County for their pro rata share of the costs of such litigation or threatened litigation, audit or investigation, or for the cost of any judgment or settlement of such litigation or threatened litigation, audit or investigation in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. The Cities agree that any payment required to be made to the County under this Section shall be made promptly upon receipt by the City of a statement therefor from the County.

Nothing in this Section shall preclude any City or the County (either individually or collectively) from seeking repayment from, or from instituting any action against, any other party to this Contract to the extent that any action or inaction on the part of any party or parties to this Contract results in liability to the County or the Cities whether directly or indirectly pursuant to this Section of this Contract, and the costs of any such action shall not be shared as provided in this Section but shall be costs of the parties involved in such action.

Section 11. Term of this Contract.

The term of this Contract (assuming the conditions precedent in Section 5 have been satisfied) shall expire at the later of (i) October 1, 2031 or (ii) the date on which any moneys held in any accounts or sub-accounts established under this Contract are fully depleted, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 12. Arbitration.

The parties hereto agree to submit any controversy arising under this Contract to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 et seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the Arbitration Code and the parties hereby agree to comply with and be governed by the provisions of the Arbitration Code as to any controversy so submitted to arbitration.

Section 13. Counterparts.

This Contract may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 14. Governing Law.

This Contract and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 15. Severability.

Should any provision of this Contract or application thereof to any person, entity or circumstance be held invalid or unenforceable, the remainder of this Contract or the application of such provision to any person, entity or circumstance, other than those to which it is held invalid or unenforceable,

shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the full extent permitted by law.

Section 16. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) As to Walton County:
Walton County Board of Commissioners
Attention: Chairman
111 South Broad Street
Monroe, GA 30655
- (b) As to the City of Monroe:
City of Monroe
Attention: Mayor
215 North Broad Street
Monroe, GA 30655
- (c) As to the City of Loganville:
City of Loganville
Attention: Mayor
P.O. Box 39
4303 Lawrenceville Road
Loganville, GA 30052
- (d) As to the City of Social Circle:
City of Social Circle
Attention: Mayor
P.O. Box 310
166 North Cherokee Road
Social Circle, GA 30025
- (d) As to the City of Walnut Grove:
City of Walnut Grove
Attention: Mayor
2581 Leone Avenue
Loganville, GA 30052
- (e) As to the City of Good Hope:
City of Good Hope
Attention: Mayor
P.O. Box 10
169 Highway 83 South

Good Hope, GA 30641

(g) As to the City of Jersey:
City of Jersey
Attention: Mayor
P.O. Box 218
Jersey, GA 30018

(h) As to the City of Between:
City of Between
Attention: Mayor
P.O. Box 46
1926 New Hope Church Road
Monroe, GA 30655

Any party to this Contract, may, in the manner provided herein for the giving of notices, specify another or different address to which notices under this Contract must be sent by giving notice thereof to each other party to this Contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, all parties hereto have agreed as of the 13th day of February, 2024.

WALTON COUNTY, GEORGIA

By: _____
Chairman

(SEAL)

Attest:

Clerk

CITY OF MONROE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF LOGANVILLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

CITY OF SOCIAL CIRCLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF WALNUT GROVE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF GOOD HOPE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

CITY OF JERSEY

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF BETHLEHEM

By: _____
Mayor

(SEAL)

Attest:

Clerk

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

SCHEDULE A

Walton County, Georgia
Sales and Use Tax 2025-2030

Entity	Project	Estimated Costs of Projects
Walton County	Installation payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex	\$34,560,000.00
	Transportation projects	\$20,500,000.00
	Parks and recreation projects including the right to make installment payments to the Walton County Public Facilities Authority for the acquisition of the Walnut Grove Park	\$13,000,000.00
	Building projects	\$12,000,000.00
	Water system improvements	\$3,500,000.00
	Vehicle and major equipment acquisition	\$2,264,000.00
	subtotal	\$85,824,000.00
City of Monroe	Public safety projects, vehicles, and equipment	\$6,168,477.20
	Transportation projects	\$6,168,477.20
	Monroe public facilities capital improvements	\$1,079,483.51
	Parks capital improvements	\$2,004,755.09
subtotal	\$15,421,193.00	
City of Loganville	Parks and recreation projects	\$255,026.12
	Public safety projects	\$623,397.18
	Public utility projects	\$5,440,557.22
	Transportation projects	\$5,015,513.69
subtotal	\$11,334,494.21	
City of Social Circle	Transportation projects	\$1,400,000.00
	Water and sewer projects	\$1,200,000.00
	Public safety projects	\$2,124,849.00
	Parks and recreation projects	\$413,482.60
subtotal	\$5,138,331.60	
City of Good Hope	Transportation projects	\$192,609.96
	Parks and recreation projects	\$87,549.98
	Building upgrades	\$70,039.98
subtotal	\$350,199.92	
City of Walnut Grove	Vehicles and major equipment	\$36,500.00
	Sewer expansion/infrastructure	\$800,000.00
	Transportation, drainage, paving and sidewalk projects	\$433,676.00
	Building upgrades	\$63,500.00
	Parks and recreation projects	\$32,000.39
subtotal	\$1,365,676.39	
City of Jersey	Transportation projects	\$25,000.00
	Water system improvements	\$25,000.00
	Building projects	\$75,823.56

	Parks and recreation projects	\$25,000.00
	subtotal	\$150,823.56
City of Between	Transportation projects	\$25,000.00
	Building upgrades and improvements	\$390,281.32
	subtotal	\$415,281.32
	TOTAL	\$120,000,000.00

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

SCHEDULE B

Walton County, Georgia
Sales and Use Tax 2025-2030

Allocation of Sales and Use Tax Proceeds			
Entity		Estimated Costs of Projects	Allocation of Proceeds After Monthly Funding of County's Acquisition of Public Safety Complex from Walton Industrial Building Authority
Walton County, Georgia		\$85,824,000.00*	60.0000%
City of Monroe		\$15,421,193.00	18.0491%
City of Loganville		\$11,334,494.21	13.2660%
City of Social Circle		\$5,138,331.60	6.0140%
City of Good Hope		\$350,199.92	0.4099%
City of Walnut Grove		\$1,365,676.39	1.5984%
City of Jersey		\$150,823.56	0.1765%
City of Between		\$415,281.32	0.4861%
TOTAL		\$120,000,000	100.00%
		*Includes \$34,560,000.00 for the County's installment payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex	

[Special Purpose Local Option Sales Tax Intergovernmental Contract]