



# BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, November 07, 2023 at 6:00 PM  
Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia  
Phone: 770-267-1301 | Fax: 770-267-1400

## AGENDA

### 1. PRESENTATIONS

- 1.1. Cathy Beddow, Walton Empowers

### 2. MEETING OPENING

- 2.1. Pledge of Allegiance & Invocation
- 2.2. Call to Order
- 2.3. Roll Call

### 3. ADOPTION OF AGENDA

- 3.1. Additions/Deletions

### 4. PROCLAMATIONS

- [4.1.](#) National Adoption Month
- [4.2.](#) Retired Educators Day
- [4.3.](#) Poppy Day

### 5. PLANNING COMMISSION RECOMMENDATIONS

- [5.1.](#) Denial of CU23070023 - Conditional Use for church fellowship hall & AZ23080017 to change entrance to Escoe Dr. - Applicant: Southern Elite Contracting, Inc. - Owner: Knanaya Catholic Association of GA, Inc. - Property located at 6493 Escoe Dr. & Rosebud Rd. - Map/Parcel C0020007 - District 2
- [5.2.](#) Approval of CU23080024 with conditions - Conditional Use for an event venue - Applicant: Marcklin Almonord - Owners: Marckline Almonord & Wilner Almonord - Property located at 5241 Guthrie Cemetery Rd. & Hwy. 138 - Map/Parcel C0530034 - District 3

*Recommended Conditions: Entrance to be off Hwy. 138 and once residence is used as part of the event venue, the entrance off Guthrie Cemetery Rd. is to be closed*

**5.3.** Approval of LU23080015 and Z23080016 - Land Use Change from Neighborhood Residential to Suburban and Rezone 2.70 acres from B2 to A1 for residential - Applicant: Zhenrong Zhang - Owners: Chungang Guo & Zhenrong Zhang - Property located on Hwy. 138 - Map/Parcel C0760018A00 - District 3

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

**6.1.** Approval of October 3, 2023 Meeting Minutes

**6.2.** Contracts & Budgeted Purchases of \$25,000 or Greater

**6.3.** Declaration of Surplus

**6.4.** Acceptance of Bullet Proof Vest Grant - Sheriff's Office

**6.5.** VOCA Grant Renewal - District Attorney's Office

**6.6.** Government Window - Credit Card Services - Water Dept.

**6.7.** 2024 Qualifying Fees

**6.8.** CivicPlus Community Development Software - Planning & Development

**6.9.** Numi Financial Agreement - Prepaid Mastercards - Jail

**7. RESOLUTIONS**

**7.1.** Reform and Improve Mental Health Services for the Citizens of Georgia

**7.2.** Project Length Budget and FY24 Budget Amendment - Pickleball Courts

**7.3.** Project Length Budget and FY24 Budget Amendment - Annex III Renovations

**7.4.** Project Length Budget and FY24 Budget Amendment - SPLOST IV Resurfacing

**7.5.** Project Length Budget and FY24 Budget Amendment - Resurfacing Subdivision Streets

**8. HUMAN RESOURCES**

**8.1.** Proposed 5% COLA

**9. CONTRACTS**

**9.1.** Intergovernmental Agreement - Funding and Building of a New Azalea Regional Library inside the City Limits of Loganville

**10. ACCEPTANCE OF BIDS/PROPOSALS**

**10.1.** Resurfacing of Subdivision Streets - Sunbelt Asphalt - \$753,750 (for the record)

**11. APPOINTMENTS**

**11.1.** Walton Co. DFACS Board

**12. DISCUSSION**

**12.1.** County Manager's Report/Update

**12.2.** Naming of the Walton County Public Safety Complex

**12.3.** Defined Benefits

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

**14. ANNOUNCEMENTS**

**15. EXECUTIVE SESSION**

**16. ADJOURNMENT**

If you are an individual with a disability and require special assistance at this meeting, please contact our office 48 hours prior to the meeting at 770-267-1301 and arrangements will be made.

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

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

For more information, please contact Rhonda Hawk.

# PROCLAMATION NATIONAL ADOPTION MONTH

**Whereas,** Families have always stood at the center of our society, preserving good and worthy traditions from our past and entrusting those traditions to our children, our greatest hope for the future. At a time when many fear that the family is in decline, it is fitting that we give special recognition to those who are rebuilding families by promoting adoption; and

**Whereas,** Walton County recognizes the critical importance of helping children find permanent, safe and loving families through adoption. In Georgia, there are more than 11,100 children in the foster care system. Nationwide there are more than 123,000 foster children waiting for their “forever families”; and

**Whereas,** November is recognized as National Adoption Awareness Month. While all adoption-related issues are important, the focus of this month is the adoption of children currently in foster care. An adoption provides a child with a lifelong positive connection – one of life’s greatest gifts; and

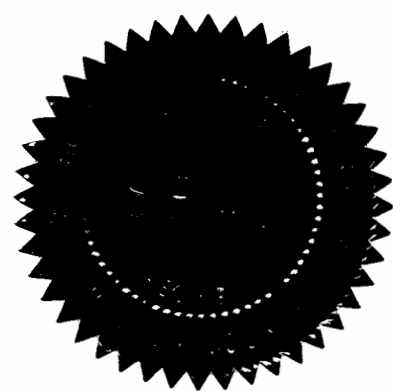
**Whereas,** The month also includes National Adoption Day, traditionally a Saturday, which is observed in courthouses across the nation, where thousands of adoptions are finalized simultaneously; and

**Whereas,** Adoption provides a unique experience that positively impacts children and enriches the lives of adoptive families. Last but not least, let us pay tribute to those special families who have opened their homes and their hearts to adopted children, forming bonds that we call family; now

**Therefore,** We, the Walton County Board of Commissioners, do hereby proclaim November as National Adoption Month. In doing so we urge all citizens in the national effort to raise awareness of the importance of adoption for foster children and all children needing safe, loving families.

Proclaimed this 7<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
David G. Thompson, Chairman  
Walton Co. Board of Commissioners





BY THE CHAIRMAN OF THE BOARD OF COMMISSIONERS,  
COUNTY OF WALTON, GEORGIA

**WHEREAS:** The Governor of the State of Georgia has proclaimed the day of Sunday, November 5, 2023, as Retired Educators Day in Georgia; and

**WHEREAS:** There are more than 142,000 retired educators in Georgia, 32,000 plus of whom are members of the Georgia Retired Educators Association; and

**WHEREAS:** The retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and

**WHEREAS:** It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and

**WHEREAS:** Local churches will recognize those lasting contributions made by retired educators in this community; now

**THEREFORE:** I, David G. Thompson, Chairman of the Walton County Board of Commissioners do hereby proclaim the day of November 5, 2023, as "RETIRED EDUCATORS DAY" and I call upon the citizens of Walton County, Georgia to observe that day in an appropriate manner honoring retired educators.

Given unto my hand and seal at the Historical Walton County Courthouse, Monroe, Georgia, on this 7<sup>th</sup> day of November, in the year of our Lord, 2023.

\_\_\_\_\_  
David G. Thompson, Chairman

Attest:

\_\_\_\_\_  
Rhonda R. Hawk, Co. Clerk

PROCLAMATION

POPPY DAY

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

WHEREAS, Millions who have answered the call to arms have died on the field of battle;

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who have died in war;

WHEREAS, The red poppy has been designated as a symbol of sacrifice of lives in all wars; and

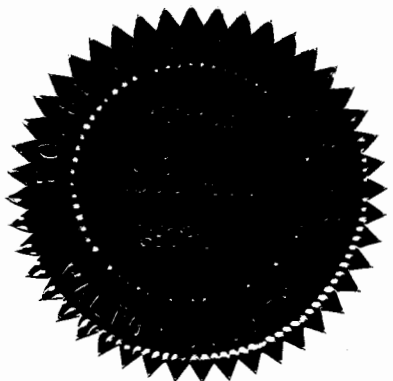
WHEREAS, The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower; and

WHEREAS, Moina Belle Michael, who conceived the idea of using poppies as a symbol of remembrance, was born in Walton County in 1869,

THEREFORE, I David G. Thompson, Chairman of Walton County Board of Commissioners, do hereby proclaim the 11th day of November, 2023, as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Walton County this 7th day of November, 2023.

\_\_\_\_\_  
David G. Thompson, Chairman  
Walton Co. Board of Commissioners





# Planning and Development Department Case Information

Case Number: CU23070023 & AZ23080017

Meeting Dates: Planning Commission 10-05-2023  
Board of Commissioners 11-07-2023

Current Zoning: A1

Request: Conditional Use for a fellowship hall and parking  
and Alteration to Zoning to request for entrance to be on  
Escoe Drive

Address: 6493 Escoe Drive/Rosebud Road, Loganville, Georgia 30052

Map Number: C0020007

Site Area: 3.00 acres

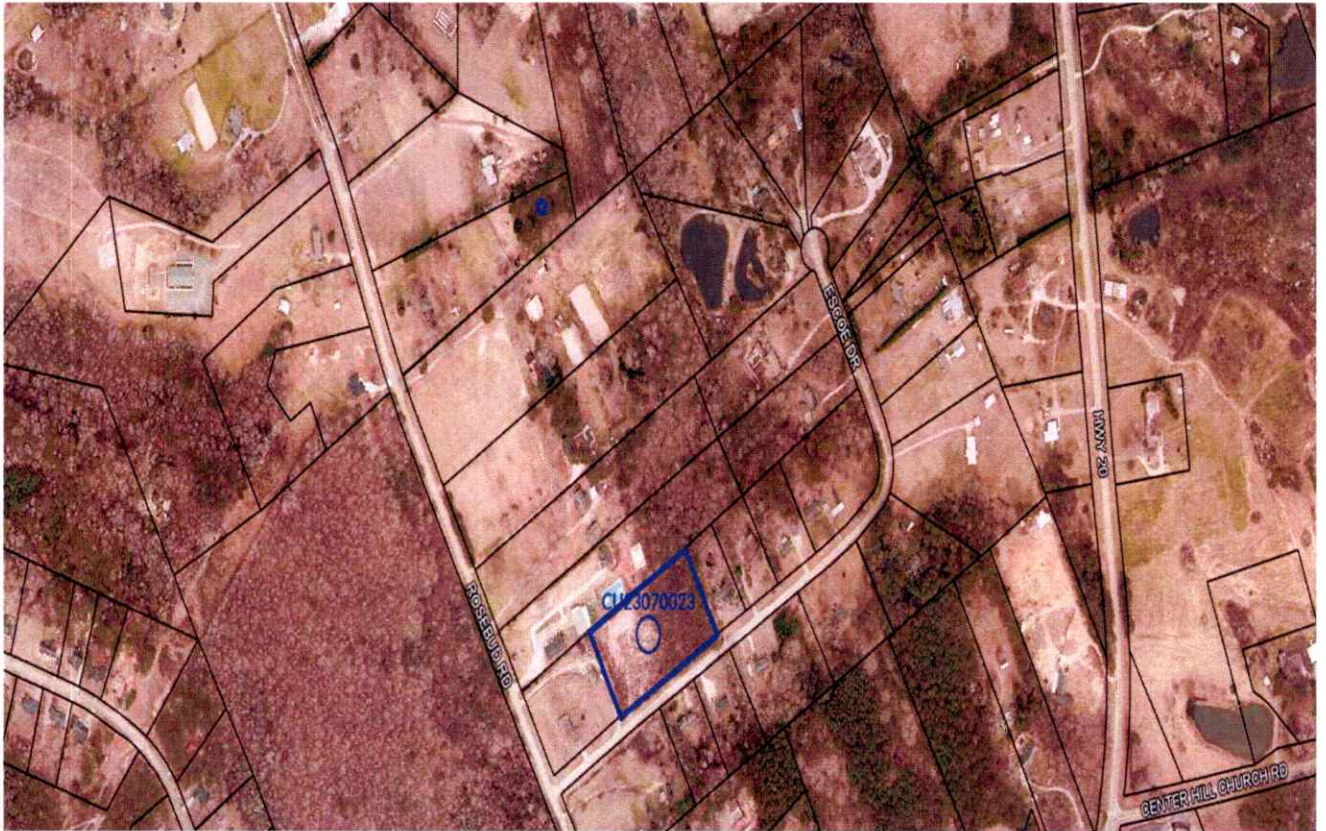
Character Area: Suburban

District 2: Commissioner – Mark Banks      Planning Commission – Pete Myers

Applicant:  
Southern Elite Contracting Inc  
202 South Madison Avenue  
Monroe, Georgia 30655

Owner:  
Knanaya Catholic Association of  
Georgia  
6493 Escoe Drive  
Loganville, Georgia 30052





Existing Site Conditions: Property contains 3.00 acres.



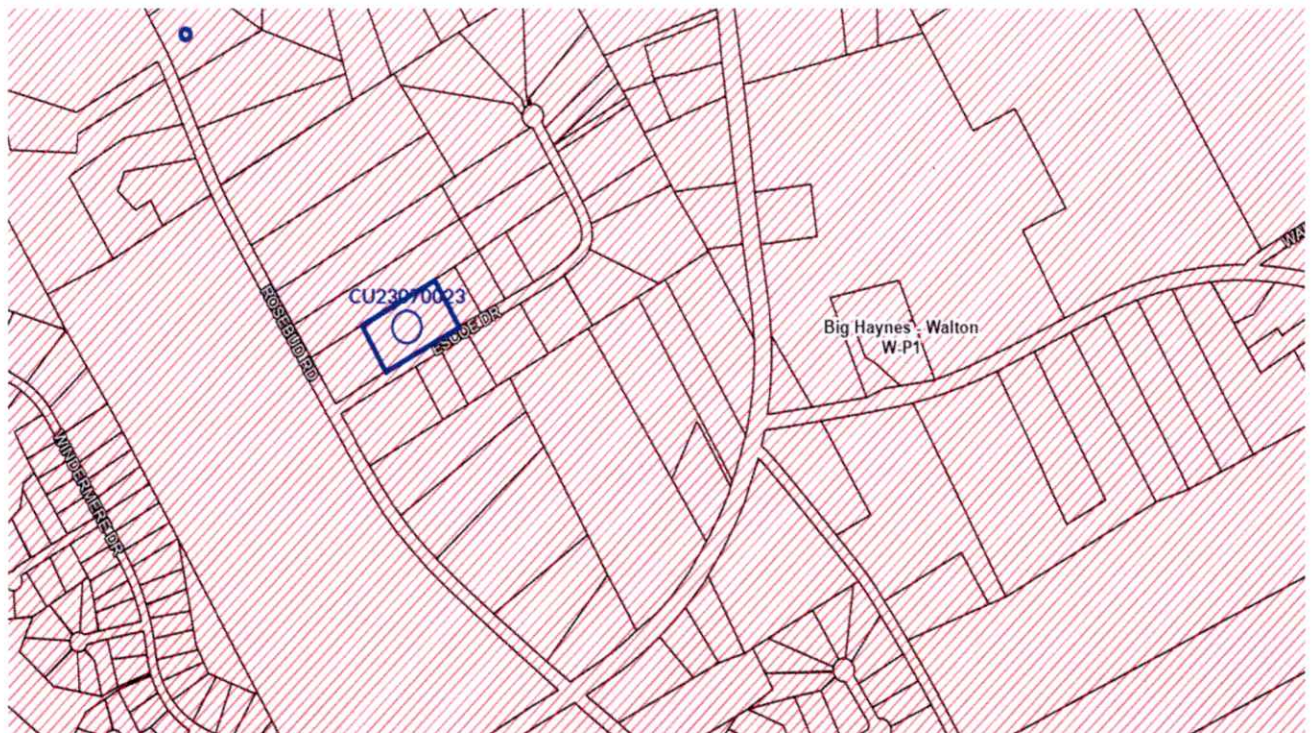
The surrounding properties are zoned A1 and A2.



Subdivisions surrounding property:



Property is in the following Watershed (Big Haynes):



**Staff Comments/Concerns:**

**History:**

CU22040021	Jackson Kudilil	CU for recreation and storage	C0020007 6493 Escoe Drive	Approved w/conditions
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**Comments and Recommendations from various Agencies:**

**Public Works:** Public Works request that a Commercial Driveway be installed for approved access off Escoe Drive.

**Sheriffs' Department:** No impact to the Walton County Sheriff's Office.

**Water Authority:** This area is served by an existing 6" diameter water mains along Rosebud Road and Escoe Drive. (static pressure: 40 psi, Estimated fire flow available: 300 gpm @ 20 psi). No system impacts anticipated.

**Fire Marshal Review:** Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Fire Hydrant shall be located within 500 ft. Sprinkler and Fire Alarm may be required.

**Fire Department Review:** Larger call volume for fire and emergency response due to the occupant load.

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

**DOT Comments:** Will not require GDOT coordination.

**PC ACTION 10/5/2023:**

**CU23070023-Conditional Use for church fellowship hall & AZ23080017 to change entrance to Escoe Dr-Applicant: Southern Elite Contracting Inc-Owner: Knanaya Catholic Association of GA Inc-located on 6493 Escoe Dr & Rosebud Rd-Map/Parcel C0020007-District 2.**

**Presentation:** Devin Smith with Southern Elite Contracting Inc. represented the case. Mr. Smith advised that the Applicant wants to make the land more functional for their needs and they would like to build a fellowship hall for the members that own that property, and they would rather enter off Escoe Drive rather than through the church property. Pete Myers asked was it for the church and Mr. Smith stated that he would have one of the owners of the property to speak to that. One of the owners of the property advised that it is a fellowship hall for the members only and will not be a church fellowship hall.

**Speaking:** Jack Johnson spoke and stated that he has lived for 40 years at 6454 Escoe Drive. He doesn't believe it will be a church fellowship hall. He stated that this is a residential area. He said that the area at Escoe Drive has 22 houses and 20 are owner occupied. He advised that we were here a year ago at the Planning Commission and stated that the church does not own this property. They had applied previously to build a recreation building but was denied. He would like the property to remain residential use.

Wayne Cannon who lives at 6413 Escoe Drive has lived there for 30 years. The kids can ride their bikes and it is a nice quiet area. He stated that he feels it will be an event venue and we do not need that on Escoe Drive. There are better places in Walton County and the road can't handle the traffic. He also stated this will hurt property values.

Wayne Daniel who lives at 6404 Escoe Drive stated that the biggest issue is Escoe Drive is a minor residential street. Rosebud Road is a major arterial street. Escoe Drive wasn't built to handle larger amounts of traffic. He also advised that there is an assisted living home in the cul-de-sac. If they were allowed to come off Escoe Drive this would affect emergency services getting to the home.

Catherine Marshall stated that she needed to just get some clarification on this. She asked if the county had classifications for how structures are to be used and what is the intended use and Charna Parker, Director, of Walton County Planning & Development advised her that we did.

**Tim Hinton read the letter of intent that was turned in and it stated that the fellowship center will be for indoor games, stage programs and meetings and use it for an office.**

**One of the Trustees of the church stated that they met on October 1, 2023, and read a letter which is attached. The letter stated that Holy Family Knanaya Catholic Church Inc. and Knanaya Catholic Association of Georgia Inc. are two different entities with different administrators, different rules and regulations. The letter also stated that the church administrators never allowed an automobile access or entrance to the property of Knanaya Catholic Association of Georgia Inc. from the Holy Family Knanaya Church property. There was another concern that the proposed name of association hall is named as "Church Fellowship hall" and that is misleading. Currently there is no auto entrance from church, no commitment and no easement from the church, nor will there be.**

**Applicant came back for rebuttal. One of the owners of the church member's property stated that they have been there for 15 years, and they have tried to never disturb the neighbors. He stated that there are 85 family members and only 50 members are regular. They would only be using the meeting place on the property on Saturday and Sunday. Right now, they have to park their cars in the church parking lot and walk to their property. He stated that they would also like to use it for youth and seminars. The Association means same people go to the church but the property on Escoe Drive is not owned by the church. Timothy Kemp wanted clarification that the fellowship hall will not be rented and not open to the public.**

**Wesley Sisk stated if we open the entrance to Escoe Drive it could allow more cars.**

**Keith Prather said that these are all good questions, and will this be used as an office as well as a fellowship hall and he was advised that it would.**

**Devin Smith and one of the owners of the property came back for rebuttal and advised that for 15 years they have been careful not to disturb the neighbors. There are approximately 85 members and not all of them come on a regular basis. They would only be using the fellowship hall on Saturday and Sundays. He advised that the church is owned by the Diocese and the land is owned by the members and mainly the same members of the church are the same members that own this property.**

**Wesley Sisk asked about Rosebud Road, and they would only use it on Saturday and Sunday. He thinks they ought to have a 2<sup>nd</sup> driveway.**



**Charna Parker, Director of Walton County Planning & Development, advised they should park at the church and walk. An event center needs to be on an arterial or collector road. It is hard to determine where to place this use. As applied for it appears to fall under an event facility which is required to be located on an arterial or collector road.**

**Tim Hinton asked if they could build a fellowship hall and they were told that they have no access to Rosebud Road and the only way that they can get to that property other than coming off Escoe Drive is to get an easement from the church and Ms. Parker advised that they would need a recorded easement because the property on Escoe Drive is already gated.**

**Tim Hinton advised that the pertinent thing here is that the church has no intent to grant an easement because this land does not tie to the church and since this leads us to believe that this land has nothing to do with the church and that he thinks it should be set aside and the applicant apply for an event center.**

**Recommendation: Pete Myers made a motion to recommend denial. Tim Hinton stated that the church has no intent to grant an easement from the church because the property is not owned by the church. John Pringle seconded the motion. The motion carried unanimously.**

# Conditional Use Application # CU 23070023

Planning Comm. Meeting Date 10-05-2023 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2<sup>nd</sup> Floor)**

Board of Comm Meeting Date 11-07-2023 at 6:00PM held at **WC Historical Court House**

**You or a representative must be present at both meetings**

\*\*\*Please Type or Print Legibly\*\*\*

Map/Parcel C0020007

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Southern elite Contracting Inc</u>	<u>Kranaya Catholic Association of Georgia Inc</u>
<u>202 South Madison Ave</u>	<u>6493 escape Drive</u>
<u>Monroe, GA 30655</u>	<u>Logansville GA</u>

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

E-mail: Devin@Southernelite.com

Phone # 770-780-0615 Phone # \_\_\_\_\_

Location 6493 escape Drive / Rosebud Rd. Present Zoning A1 Acreage 3.00

Existing Use of Property: Storage Lawn mower, Play ground Area

Existing Structures: Storage Build 1275 Sf.

Property is serviced by:

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

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

The purpose of this conditional use is: To Add 60x100 Structure  
Fellowship Hall, parking

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

Signature [Signature] Date 7-18-23 Fee Paid \$350.00

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

**Office Use Only:**

Existing Zoning A1 Surrounding Zoning: North A1 South A1/A2  
 East A1 West A1

Comprehensive Land Use: Suburban

Commission District: 2-Mark Banks Watershed: Big Haynes - WP-1

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

# Alteration To Zoning Conditions Application # AZ 23080017 Application to Amend the Official Zoning Map of Walton County, Georgia

Board of Comm Meeting Date 10/5/2023 11/7/2023 at 6:00PM held at **WC Historical Court House**  
**You or your agent must attend the meeting**

**Map/Parcel** (0020007)  
**Applicant Name/Address/Phone #**  
Southern elite Contracting Inc  
202 South Madison Ave  
Monroe LA 70601  
**Property Owner Name/Address/Phone**  
Kranaya Catholic Association of Georgia Inc  
6453 escoc drive  
Logansville, GA

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

Phone # 707-780-0615 Phone # \_\_\_\_\_

Location: 6453 escoc Drive / Rosebud Rd. Zoning A1 Acreage 3.00

Existing Use of Property: \_\_\_\_\_

Existing Structures: Barn

List requested conditions to be removed or changed To change the entrance to escoc drive only.

Property is serviced by the following:  
Public Water: \_\_\_\_\_ Provider: \_\_\_\_\_ Well: \_\_\_\_\_  
Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank: \_\_\_\_\_

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

Signature [Signature] Date 8-23-23 Fee Paid \$ \_\_\_\_\_

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

Office Use Only:  
Existing Zoning A1 Surrounding Zoning: North A1 South A1/A2  
East A1 West A1  
Comprehensive Land Use: Suburban  
Commission District: 2-Mark Banks Watershed: Big Haynes-WR-1 TMP

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

STATE OF GEORGIA  
COUNTY OF WALTON

**CASE NO. CU22040021**

- 1. Conditional Use CU22040021 – Conditional Use on 3.00 acres for recreation area and storage building-Applicant: Jackson Kudilil/Owner: Knanaya Catholic Assoc of GA Inc-Property located at 6493 Escoe Dr-Parcel C0020007-District 2.

**A RESOLUTION ALLOWING A CONDITIONAL USE PERMIT ON CERTAIN PROPERTY IN WALTON COUNTY, GEORGIA**

WHEREAS, the Walton County Planning Commission held a duly advertised public hearing and filed a formal recommendation with the Board of Commissioners of Walton County upon an Application for Conditional Use for the proposed use of **RECREATION AREA AND STORAGE BUILDING** on a tract of land containing **3.00** acres located at **6493 ESCOE DRIVE**, Map/Parcel ID **C0020007**; and

WHEREAS, notice to the public regarding said Application for Conditional Use has been duly published in The Walton Tribune, the Official News Organ of Walton County; and

WHEREAS, a public hearing was held by the Board of Commissioners of Walton County on **July 12, 2022** and no objections were filed.

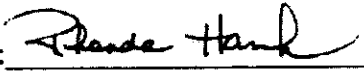
NOW, THEREFORE, the Board of Commissioners of Walton County, Georgia, hereby ordains that the aforesaid Application for Conditional Use for **RECREATION AND STORAGE** is hereby **APPROVED WITH THE FOLLOWING CONDITION:**

- 1. **All church activities to access Rose Bud Road.**

SO ORDAINED, this **12th DAY OF JULY, 2022.**

**Board of Commissioners of Walton County**

By:   
David G Thompson, Chairman

Attest:   
Rhonda Hawk, County Clerk

n 7/11/22



**AUTHORIZATION  
BY PROPERTY OWNER**

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

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

Name of Applicant: Southern elite Contracting Inc Deon Smith

Address: 202 South Madison Ave

Telephone: 770-780-0615

Location of Property: 6497 ESCOE Drive Loganville GA

Map/Parcel Number: C0020007

Current Zoning: A1 Requested Zoning: A1

[Signature]  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Print Name: Demiric

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

Address: 3235 Kylee Dawn Ct.

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

Phone #: 678 862 7563

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

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

[Signature]  
Notary Public

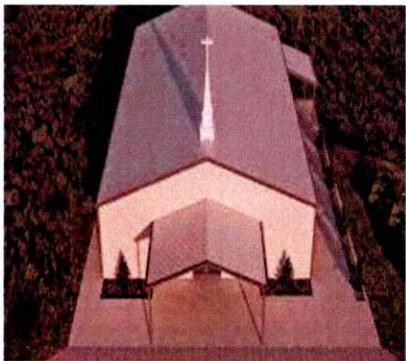
7/18/2023  
Date

**Standard Review Questions:**

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

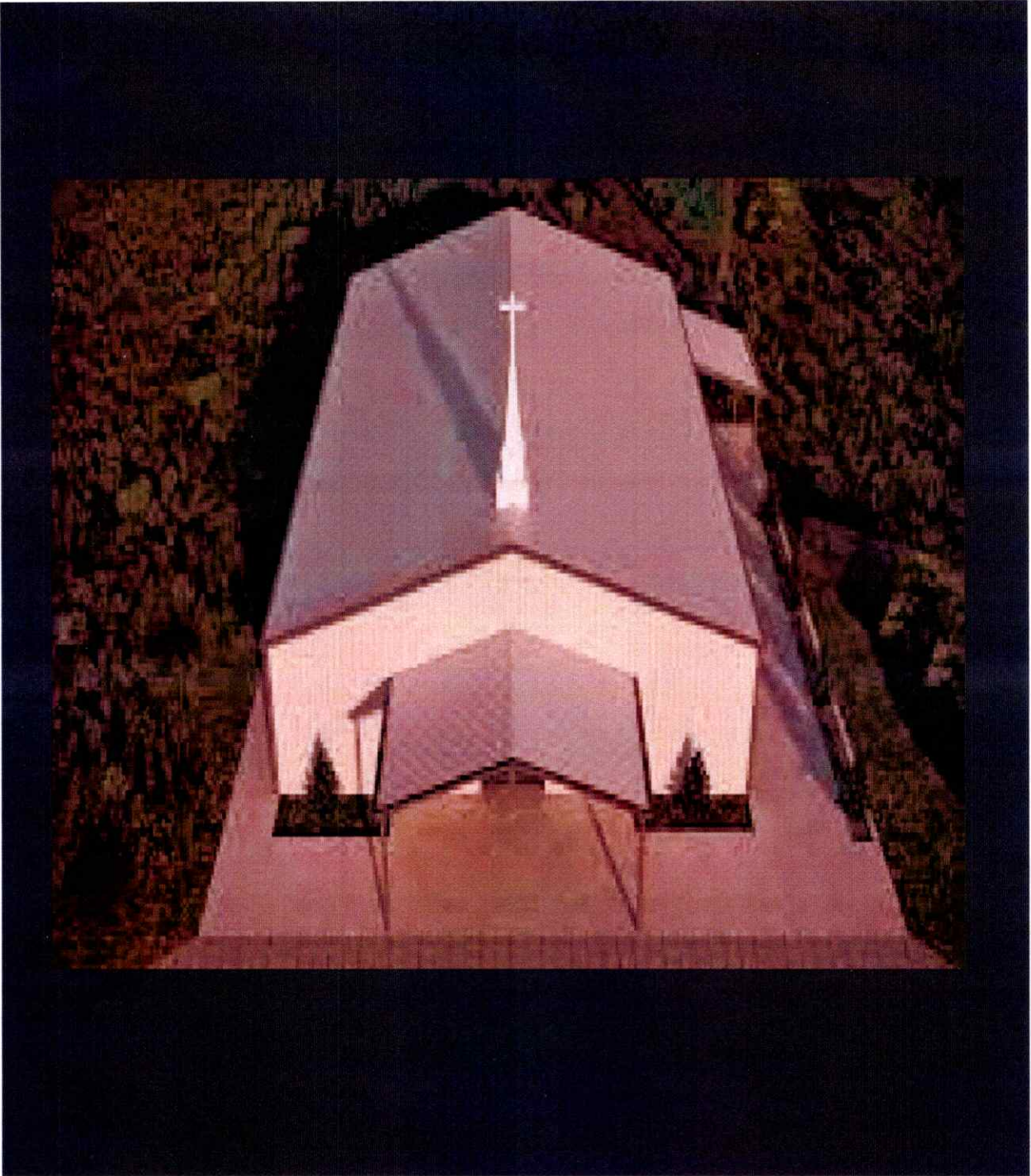
**Conditional Use Permit Criteria**

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



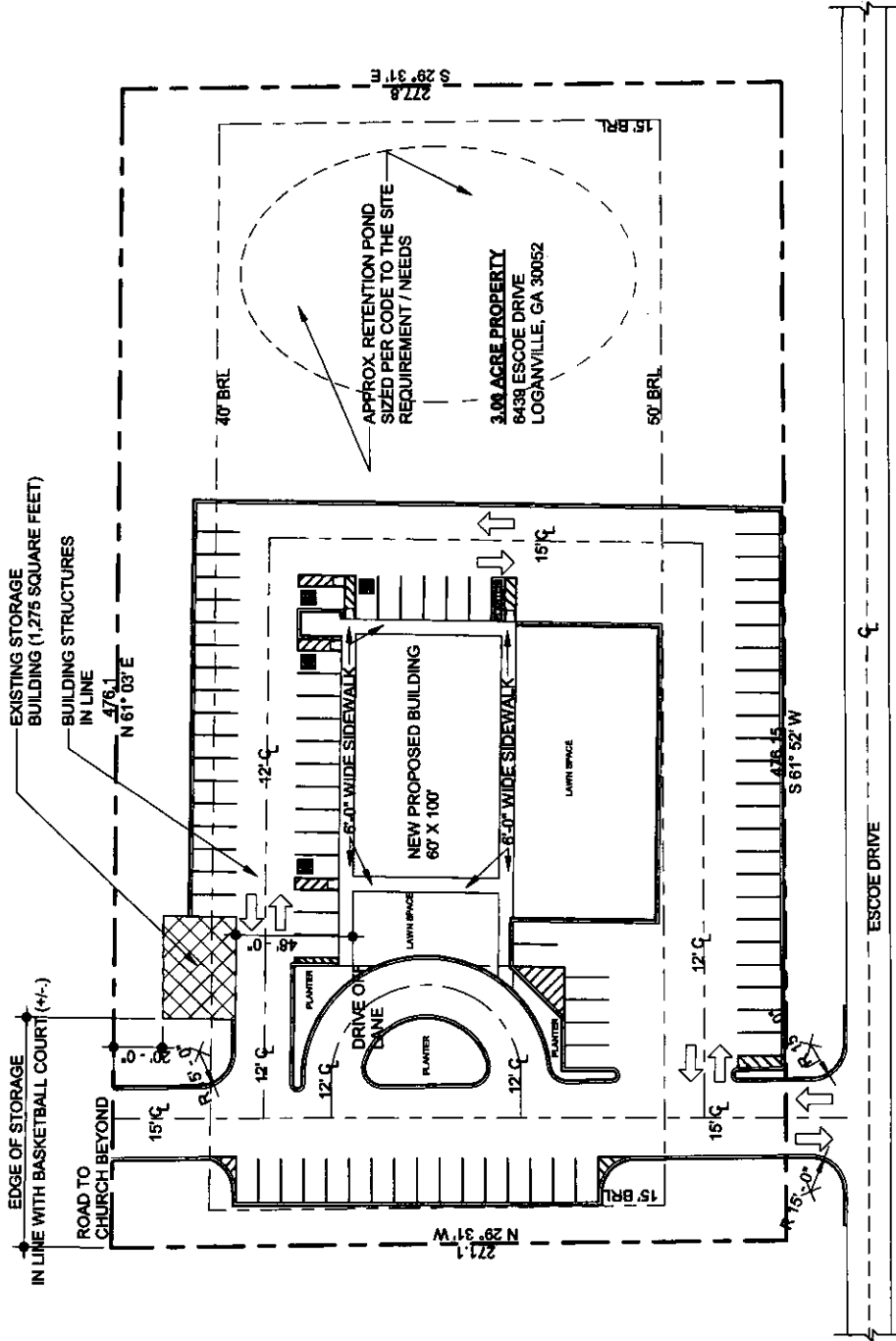
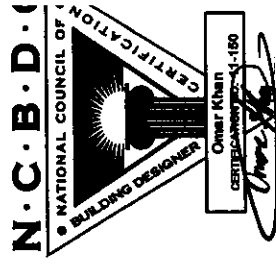
This is approximately what the building would look like.











# SITE PLAN

PROJECT NO. 2023-SEC-1000  
 DATE 7-28-2023  
 DRAWN BY O. KHAN  
 SCALE 1" = 50'-0"

No.	Description	Date

## SOUTHERN ELITE CONTRACTING, INC.

202 S. MADISON AVE  
 MONROE, GA 30655  
 OFFICE- (770) 789-3789  
 DIRECT- (404) 643-3879

Item 5.1.

**LETTER OF INTENT – CASE #CU23070023**

The intention or the purpose of this building is to have a fellowship Center for our members. There are only 100 families, but only 50 to 60 are active.

There are NO religious activities in this building, only social gatherings.

We use it for indoor games, stage programs, and meetings.

Use it as an office for KCAG.

But its usage is mainly limited to weekends only.

Thank you.

Dominic Chackonal (President)

KCAG (Knanaya Catholic Association of Georgia)

Address of lot:

6493 ESCOE DRIVE

LOGANVILLE 30052



**HOLY FAMILY KNANAYA CATHOLIC CHURCH**  
**(St Thomas Syro-Malabar Diocese of Chicago)**  
**3885 ROSEBUD RD, LOGANVILLE, GA-30052**  
**Ph: +1 872 305 1345. Email: [hfchurchatlanta@gmail.com](mailto:hfchurchatlanta@gmail.com).**

To  
Tracie Malcom or whom it may concern,  
Zoning Co Ordinator,  
Walton County Planning and development.  
Oct. 05, 2023.

Ref: Public hearing for CU2300023- conditional use for Church fellowship & AZ230800017 to change the entrance to Escrow dr.

We the undersigned are the administrators of Holy Family Knanaya Catholic Church , 3885 Rosebud Rd, Loganville, GA 30052. Which is adjacent the property in question, Knanaya Catholic Association of Georgia Inc., (6493 Escrow Drive, Loganville GA) As per the decision of the Parish council meeting held on Sunday , October 1, 2023, we inform you the following. Holy Family Knanaya catholic church Inc. and Knanaya catholic Association of Georgia Inc, are two different entities with different administrators, different rules and regulations. The church administrators never allowed an automobile access or entrance to the property of Knanaya catholic association of Georgia Inc, from the Holy family Knanaya church property. We understand that the request from Knanaya catholic association to close down the current entrance and move it over to Escrow Drive and we have no objection in moving to the Escrow drive.

We have another concern that the proposed name of association hall is named as “Church Fellowship hall “ and that is quiet misleading. As stated in the application, the association hall is not meant for any Holy Family Knanaya Catholic church activities. We request to remove the name “CHURCH” from the name of the building. (Can be called Fellowship hall) .

Yours in Christ Jesus,

  
Mathew Veliyath

Trustee

  
Philip Vellapallykuzhy

Trustee

  
Roshan Pattakandom

Trustee



Fr Joseph Chirappurathu

Pastor.



# Planning and Development Department Case Information

Case Number: CU23080024

Meeting Dates: Planning Commission 10-05-2023  
Board of Commissioners 11-07-2023

Current Zoning: A2

Request: Conditional Use for an event venue. (Applicant will be putting a building behind the house for events to be held).

Address: 5241 Guthrie Cemetery Road & Hwy 138, Loganville, Georgia 30052

Map Number: C0530034

Site Area: 3.00 acres

Character Area: Highway Corridor

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

Applicant:  
Marckline Almonord  
424 Mulberry Park  
Dacula, Georgia 30019

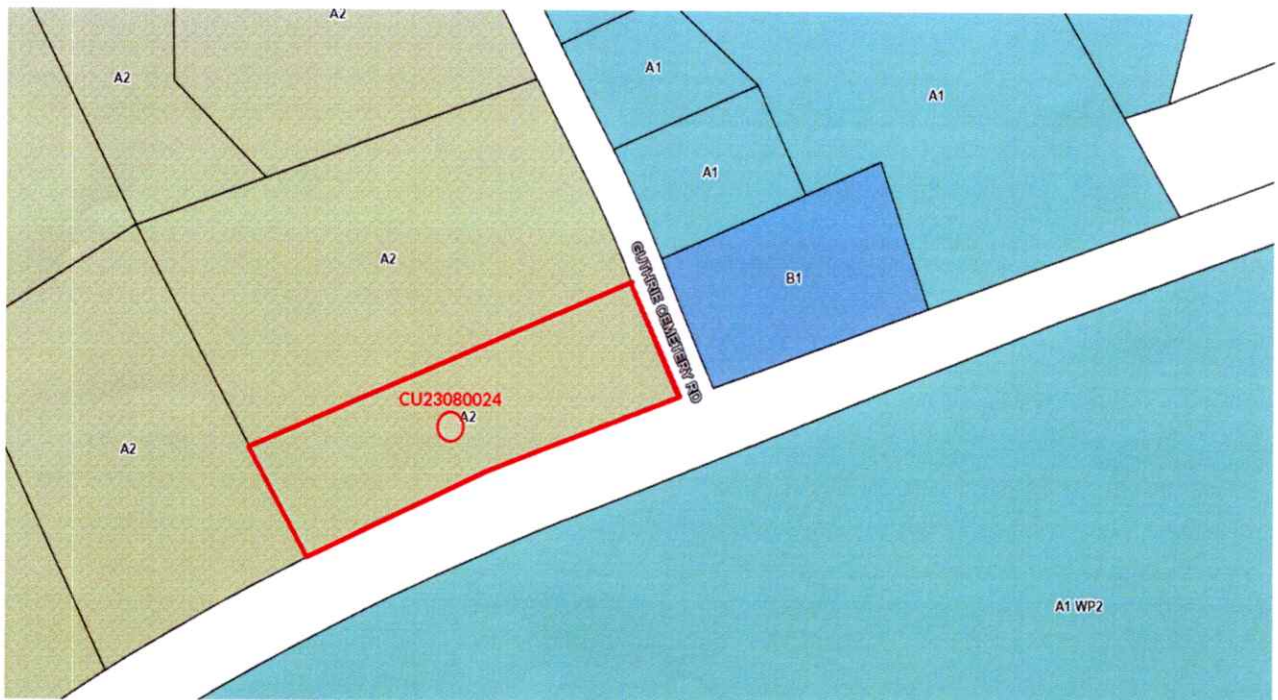
Owner:  
Marckline Almonord & Mindy Burns  
424 Mulberry Park  
Dacula, Georgia 30019





Existing Site Conditions: Property contains 3.00 acres.

The surrounding properties are zoned A1, A2 and B1.





Subdivisions surrounding property:



**Staff Comments/Concerns:**

**Article 6 Regulations**

**Outdoor Recreation Facilities (Private) (18)**

1-7-2020

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

- A. Only accessory services and parking related exclusively to the recreational operations shall be allowed.
- B. Total floor area of all buildings shall be a maximum of 5,000 square feet. The building[s] shall be located at least 50 feet from all residentially zoned property.
- C. The site shall be at least two (2) acres in size.
- D. The site must have direct access to a collector or arterial road.
- E. All activities shall take place at least 50 feet from any property line adjacent to a residential zone or use.

- F. Outdoor activity areas shall be sufficiently screened and insulated so as to protect adjacent property from noise and other disturbances.
- G. No outdoor storage shall be allowed.
- H. The outdoor use of the site adjacent to residentially zoned property after 10:00 p.m. shall be prohibited with the exception of special holidays as determined by the Planning and Development director.

**History: No History**

**Comments and Recommendations from various Agencies:**

**Public Works: Public Works has no issue based on the proposed plan submittal for access.**

**Sheriffs' Department: The entrance and exit from the property onto Hwy 138 may at times be difficult without some type of traffic control. The traffic can back up from the intersection of Highway 81 and Highway 138. The Walton County Sheriff's Office routinely checks businesses on main thoroughfares 2 times per night which will increase business checks for the on duty shift.**

**Water Authority: This area is served by an existing 6" diameter water main along Guthrie Cemetery Road and existing 10" diameter main along Hwy 138. (static pressure: 100 psi, Estimated fire flow available: 2,200 gpm @ 20 psi). No system impacts anticipated.**

**Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, and Walton County Ordinances. Structures to be used as business shall be compliant on all fire codes. (i.e...Emergency lighting, fire extinguishers, ADA, and other applicable codes). May require sprinkler or fire alarm depending on the occupancy load. Commercial fire access road shall be installed. Fire hydrant within 500'.**

**Fire Department Review: Fire risk with combustibles typically used in weddings.**

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

**DOT Comments: Will not need coordination if access is greater than 100 ft. from state route and there are no encroachments into the R/W.**



**PC ACTION 10/5/2023:**

**CU23080024-Conditional Use for an event venue-Applicant: Marckline Almonord- Owners: Marckline Almonord & Wilner Almonord-located on 5241 Guthrie Cemetery Rd & Hwy 138-Map/Parcel C0530034-District 3.**

**Presentation:** Olivia Price who is the realtor for the Applicant represented the case. There is a house on the property. Applicant would like to build an event center on the property for events and weddings and use the house on the property for lodging for guests. John Pringle stated that the map and site plan shows only 1 way in and 1 way out and it is off Highway 138. Ms. Price stated that the entrance would be off Highway 138. Timothy Kemp asked - have you seen the traffic on Highway 138? Keith Prather stated that from what he can see is that there is only one driveway now and it is on Guthrie Cemetery Road. John Pringle asked if they had contacted GDOT because they cannot come off Guthrie Cemetery Road and would need to see what is required by GDOT and will need their blessing. Ms. Price stated that she believes that her client has been in contact with GDOT.

**Speaking:** Sherry Wise who lives at 5221 Guthrie Cemetery Road spoke and stated that when school lets out that she can't get in or out of Guthrie Cemetery already and she doesn't know how this will work with an event venue. John Pringle stated that if the venue is off Highway 138 you won't have to worry about it.

**Recommendation:** John Pringle made a motion to recommend approval with conditions that the entrance be off Highway 138 and once residence is used as part of the event venue then the entrance on Guthrie Cemetery Road will be closed with a second by Keith Prather. The motion carried unanimously.

Conditional Use Application # CU 23080024

Planning Comm. Meeting Date 10-5-2023 at 6:00PM held at **WC Historical Court House-111 S Broad Street, Monroe, Ga (2<sup>nd</sup> Floor)**  
Board of Comm Meeting Date 11-7-2023 at 6:00PM held at **WC Historical Court House**  
**You or a representative must be present at both meetings**

\*\*\*Please Type or Print Legibly\*\*\*

**Map/Parcel** C0530034

<b>Applicant Name/Address/Phone #</b>	<b>Property Owner Name/Address/Phone</b>
<u>Marckline Almonord</u>	<u>Marckline Almonord</u> <i>↓ Mindy Burns</i>
<u>424 Mulberry Park</u>	<u>424 mulberry Park</u>
<u>Circle Dacula Ga 30019</u>	<u>Circle Dacula Ga 30019</u>

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

E-mail: newcreationwedding and events@gmail.com

Phone # 678-551-8313 Phone # 678-551-8313

Location 5241 Guthrie Cemetery road Loganville Ga 30052  *Hwy 138* Present Zoning \_\_\_\_\_ Acreage 3.0

Existing Use of Property: Residential

Existing Structures: Single family home

Property is serviced by:

Public Water:  Provider: Walton County Well: \_\_\_\_\_

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

The purpose of this conditional use is: A wedding venue  
Applicant will be building building behind home for the events.

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

[Signature] Date 08/31/2023 \$ 350.00 Fee Paid

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

Office Use Only:

Existing Zoning A2 Surrounding Zoning: North A2 South A1  
East B1 West A2

Comprehensive Land Use: Highway Corridor

Commission District: 3-Timmy Sheddatt Watershed: /

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

### Standard Review Questions:

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

#### Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors. *Yes, adequate provision has been made so that adjacent properties will not have possible adverse influences.*
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered. *Yes, the property/building will not hinder or endanger any pedestrian movement or traffic on adjacent streets.*
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use. *Yes, off street parking and loading to and from entrances and exits for parking and loading will be adequate in terms of location, amount and design.*
4. Public facilities and utilities are capable of adequately serving the proposed use. *Yes, access for public facilities and utilities will be adequately available and accessible to the proposed building.*
5. The proposed use will not adversely affect the level of property values or general character of the area. *Yes, it will not adversely affect the level of property values, or general character, of the area. In fact it will increase the values, and beautification of the general character of the area.*



Marckline Almonord  
424 Mulberry Park Cir  
Dacula, Georgia 30019  
[newcreationweddingandevents@gmail.com](mailto:newcreationweddingandevents@gmail.com)  
(678) 551-8313  
August 31st, 2023

Walton County Planning and Development  
New Creation Wedding and Events  
5241 Guthrie Cemetery Road  
Loganville, Georgia 30052

Dear,  
Walton County Planning and Development

I am writing to express my sincere interest in building a wedding venue in Loganville, Walton County, Georgia. After careful consideration and extensive research, I am confident in the potential this location holds for a successful and enchanting wedding revenue.

Having reviewed the area's demographics, trends in event planning, and the demand for elegant wedding spaces, I am convinced that a well-designed venue in Loganville would not only fill a gap in the market but also contribute positively to the local community and its economy. The picturesque landscapes and inviting ambiance of Walton County provide the perfect backdrop for couples to celebrate their special day, and I am committed to creating a space that fulfills their dreams.

My experience in event management, coupled with my passion for creating memorable experiences, has driven me to pursue this venture. I envision a venue that combines modern amenities with timeless charm, offering flexible spaces that cater to both intimate gatherings and grand celebrations. The attention to detail and dedication to providing exceptional service will be at the core of this endeavor.

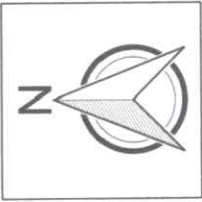
I am eager to work closely with local authorities, businesses, and residents to ensure that this project aligns with the community's values and enhances the overall appeal of the area. Additionally, I am committed to upholding environmental sustainability practices throughout the construction and operation phases of the venue.

I would welcome the opportunity to further discuss my plans and vision for the wedding venue. It would be an honor to meet with you to explore potential collaboration, address any questions or concerns, and seek your guidance as I embark on this exciting journey.

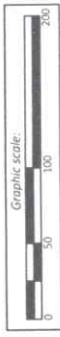
Thank you for considering my letter of intent. I look forward to the possibility of contributing to the beauty and joy of weddings in Loganville, Walton County, and to creating a venue that will be cherished for years to come.

Sincerely,

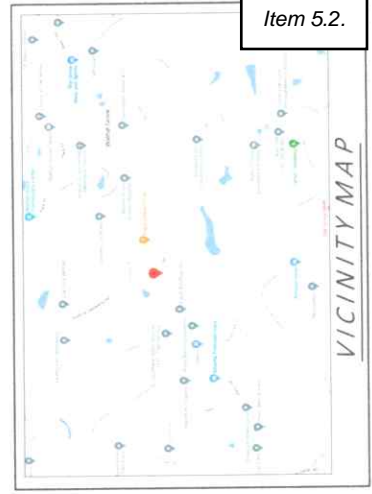
Marckline Almonord



scale 1"=80'



**SITE PLAN**  
5241 Gurthrie Cementery Road  
Loganville, GA 30052  
Parcel ID: C0530-034  
Lot area: 3 Acres  
Paper Size: 11"x17"



Item 5.2.



## Planning and Development Department Case Information

Case Number: LU23080015 and Z23080016

Meeting Dates: Planning Commission 10-05-2023  
Board of Commissioners 11-07-2023

Current Zoning: B2

Request: Land Use Change from Neighborhood Residential to Suburban and Rezone 2.70 acres from B2 to A1 to compare with properties surrounding this parcel.

Address: Highway 138, Monroe, Georgia 30655

Map Number: C0760018A00

Site Area: 2.70 acres

Character Area: Neighborhood Residential

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

Applicant:  
Zhenrong Zhang  
1870 Champions Circle  
Evans, Georgia 30809

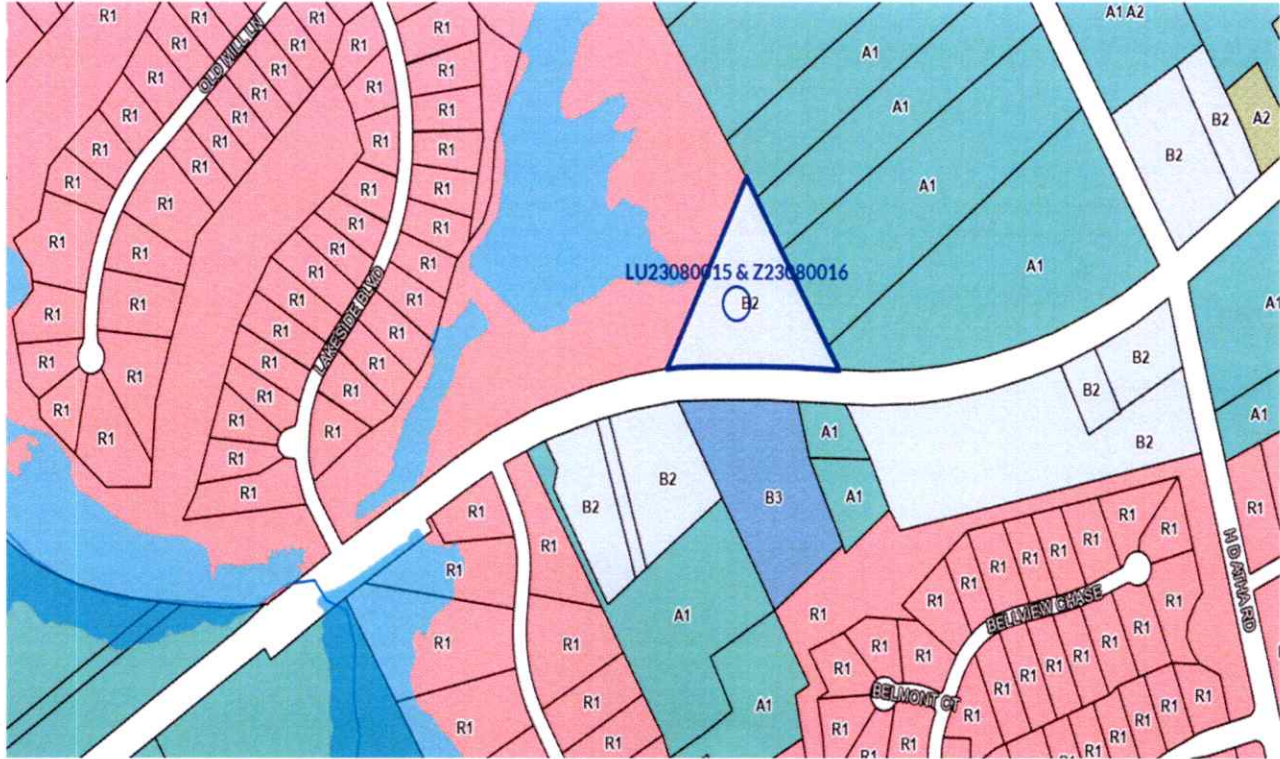
Owner:  
Chungang Guo & Zhenrong Zhang  
1870 Champions Circle  
Evans, Georgia 30809





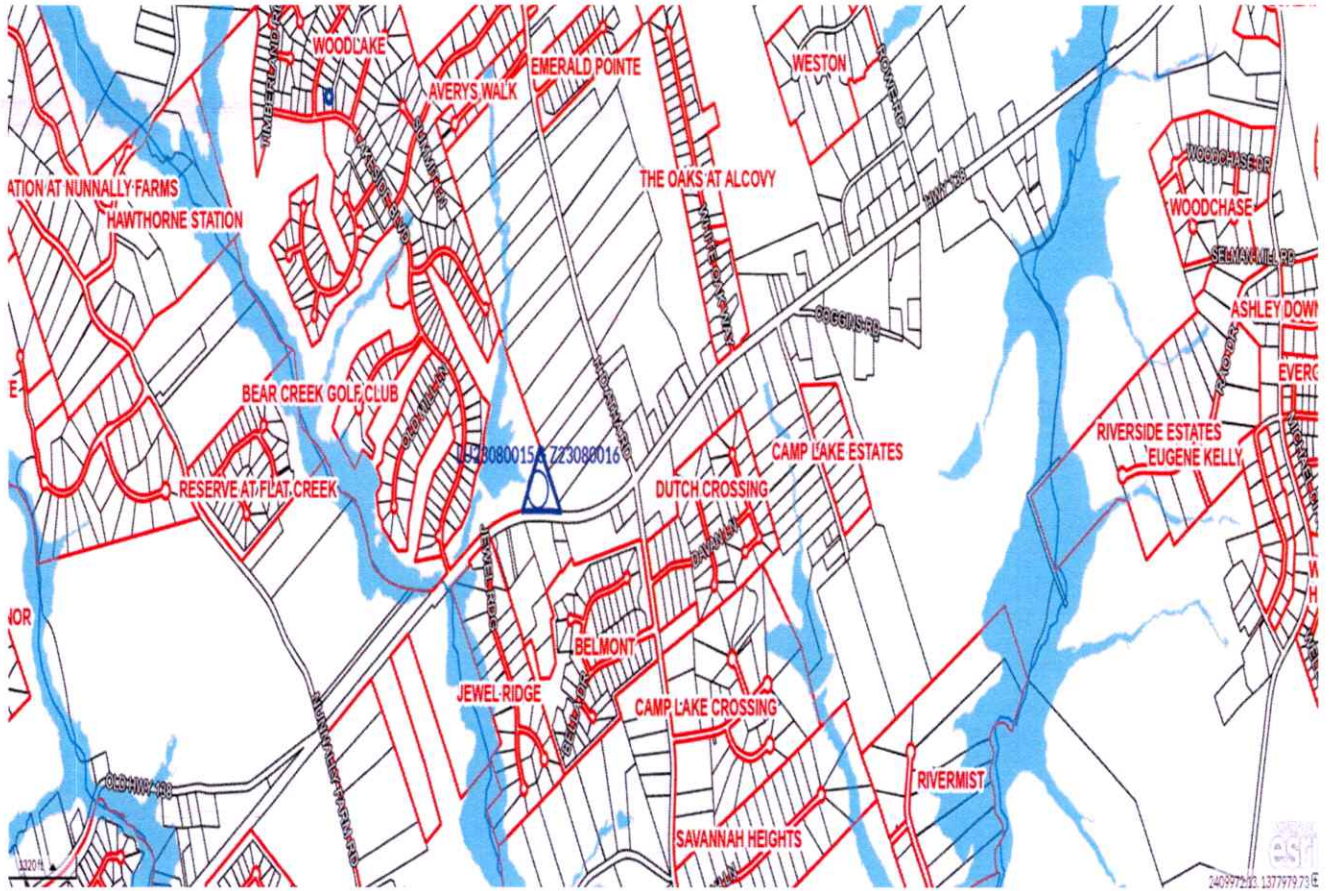
Existing Site Conditions: Property consists of 2.70 acres.

The surrounding properties are zoned A1, R1 and B3.

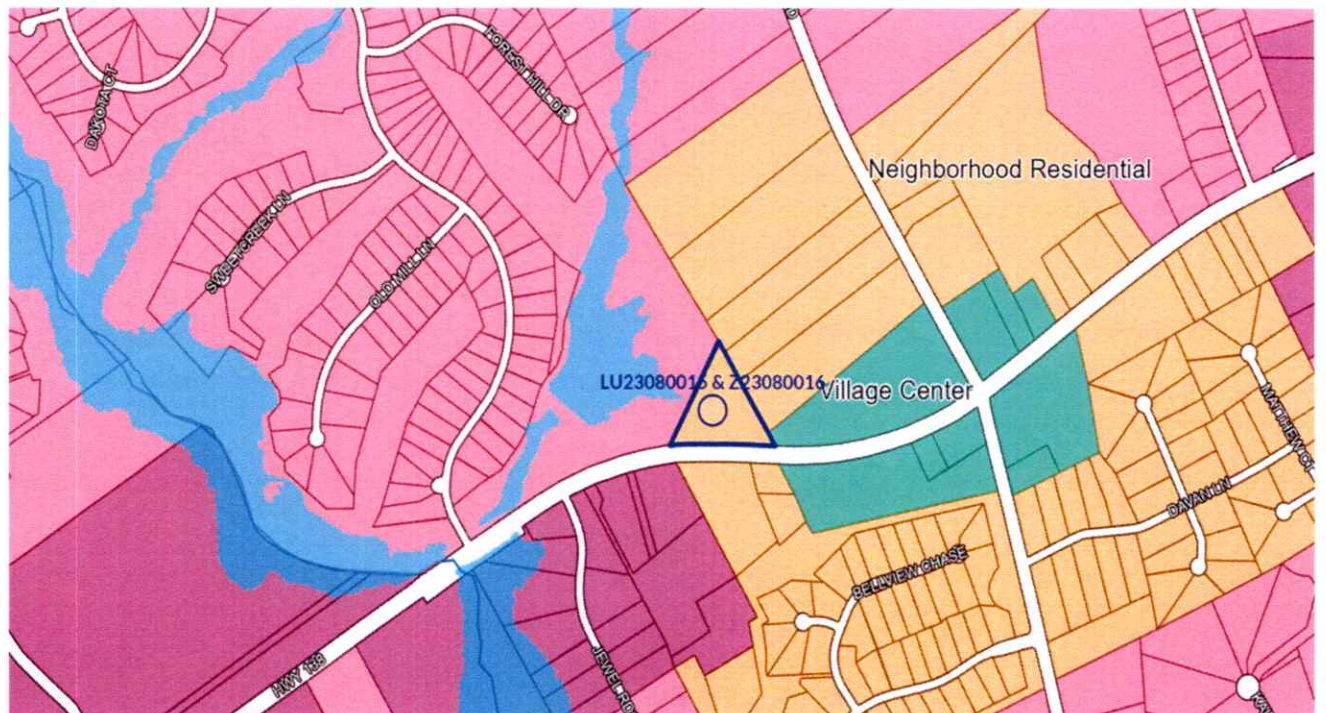




Subdivisions surrounding property:



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



**Staff Comments/Concerns:**

**History:**

Z00846	Minerva	R-1 to B-2 Restaurant	C076-18spl Hwy 138	Approved
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**Comments and Recommendations from various Agencies:**

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

**Sheriffs' Department:** No impact to the Walton County Sheriff's Office.

**Water Authority:** This area is served by an existing 10" diameter water main along Hwy 138. (static pressure: 100 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Marshal Review:** No issues provided there are no buildings built on property.

**Fire Department Review:** No issues

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

**DOT Comments:** Will need coordination by any new access to the state route. (Residential drives are permitted by the area office)

**PC ACTION 10/5/2023:**

**LU23080015 and Z23080016-Land Use Change from Neighborhood Residential to Suburban and Rezone 2.70 acres from B2 to A1 for residential-Applicant: Zhenrong Zhang-Owners: Chungang Guo & Zhenrong Zhang-Property located on Hwy 138-Map/Parcel C0760018A00-District 3.**

**Presentation:** Zhenrong Zhang represented the case. She stated that they would like to change from commercial to residential. Ms. Zhang stated that either they or someone will build a home there. There is a residential neighborhood and residential all around them.

**Speaking:** No one

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



# Character Area Map Amendment

Application # LU23080015

Planning Comm. Meeting Date 10-05-2023 at 6:00PM held at **WC Board of Comm. Meeting Room**  
 Board of Comm. Meeting Date 11-07-2023 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

\*\*\*Please Type or Print Legibly\*\*\*

Map/Parcel D0760018 A00

Applicant Name/Address/Phone # <u>ZHANG ZHENRONG</u> <u>1870 CHAMPIONS CIRCLE</u> <u>EVANS, GA 30809</u> Phone # <u>706-399-1350</u> E-mail Address: <u>zhenrong_z@yahoo.com</u>	Property Owner Name/Address/Phone <u>ZHANG ZHENRONG / GUO CHUNGANG</u> <u>1870 CHAMPIONS CIRCLE</u> <u>EVANS, GA 30809</u> <small>(If more than one owner, attach Exhibit "A")</small> Phone # <u>706-399-1558</u>
---	---

Location: HWY 138, Monroe, GA Acreage 2.7  
 Existing Character Area: Neighborhood Residential  
 Proposed Character Area: Suburban  
 Is this a Major or Minor amendment to the plan? Minor  
 Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA  
 Is the property located within a watershed protection overlay district? No  
 Proposed Development:  Single-family \_\_\_ Multi-family \_\_\_ Commercial \_\_\_ Industrial \_\_\_  
 Proposed Zoning: A1 Number of Lots: one Minimum Lot Size: 2.7  
 Public Sewer: ~~Yes~~ <sup>22</sup> Provider: \_\_\_\_\_ Septic Tank:

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

Signature Zhenrong Zhang Date 8/22/2023 Fee Paid \$ \_\_\_\_\_

# Rezone Application # Z23080016 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-5-2023 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2<sup>nd</sup> Floor)**  
Board of Comm Meeting Date 11-7-2023 at 6:00PM held at **WC Historical Court House**  
**You or your agent must be present at both meetings**

**Map/Parcel** C0760018A00

<b>Applicant Name/Address/Phone #</b> <u>ZHANG ZHENRONG</u> <u>1870 CHAMPIONS CIRCLE</u> <u>EVANS, GA 30809</u> E-mail address: <u>zhenrong_z@yahoo.com</u> Phone # <u>706-399-1350</u>	<b>Property Owner Name/Address/Phone</b> <u>ZHANG ZHENRONG / GUO CHUNGANG</u> <u>1870 CHAMPIONS CIRCLE</u> <u>EVANS, GA 30809</u> (If more than one owner, attach Exhibit "A") Phone # <u>706-399-1558</u>
--	---

Location: HWY 138 Requested Zoning A1 Acreage 2.7  
Existing Use of Property: Rezone the property to A1  
Existing Structures: Vacant  
The purpose of this rezone is Rezone to A1.  
Lower tax payment

Property is serviced by the following:  
Public Water: Yes Provider: \_\_\_\_\_ Well: \_\_\_\_\_  
Public Sewer: \_\_\_\_\_ Provider: \_\_\_\_\_ Septic Tank: X

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

Signature zhanyong zhang Date 8/21/2023 Fee Paid \$ 300.00  
**Public Notice sign will be placed and removed by P&D Office**  
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:  
Existing Zoning B2 Surrounding Zoning: North A1 South B3/A1  
East A1 West R1  
Comprehensive Land Use: Neighborhood Residential **DRI Required?** Y     N   /    
Commission District: 3-Timmy Shelnett Watershed:                      TMP                     

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

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

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

1. Existing uses and zoning of nearby property;

RI, AI

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

NA

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

Residential comply with all  
the properties around.

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

It would be a gain to  
the public



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

*It is suitable*

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

*Always been vacant*

## Letter of Intent for rezoning

Property address: HWY138, Monroe, GA 30655

Parcel#: C0760018A00

The property owner (Zhang Zhenrong, Guo Chungang) seeks to rezone the 2.7-acre vacant lot located at HWY 138, Monroe, GA 30655 from a commercial lot to a residential lot(A1) for the purpose of lowering the tax payment.

All the surrounding properties are currently zoned as R1 or A1. I don't see any chance for this property to be developed as a commercial lot anytime soon. I believe it would be more reasonable to be zoned as A1 for us or someone to build a beautiful home on this lot.

I appreciate your consideration of the proposed rezoning application for approval and will be available to answer questions you might have regarding this matter. Please do not hesitate to email with your questions and comments.

Sincerely,

  
Zhenrong Zhang

08/21/2023

October 3, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, October 3, 2023 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Planning Director Charna Parker, Public Works Director John Allman, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

**MEETING OPENING**

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

**ADOPTION OF AGENDA**

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

**PROCLAMATIONS**

Georgia Military Veterans' Hall of Fame, Inc. Day

Manufacturing Appreciation Week

*Chairman Thompson proclaimed November 4, 2023 as Veterans' Hall of Fame Day and October 6 thru October 12, 2023 as Manufacturing Appreciation Week.*

**PLANNING COMMISSION RECOMMENDATIONS**

Planning Director Charna Parker presented the Planning Commission recommendations.

Denial of CU23080005 - 241.64 acres for an event venue & variance to regulation that venue be on an arterial or collector road - Applicant: Danielly Farm at Kent Rock LLC - Owner: Julian H Danielly/Julie Danielly Brideau,Trustee - Property located at 5555 Kent Rock Rd. - Map/Parcel C0290022B00 - District 3

Chairman Thompson opened the public hearing on the matter. Planning Director Charna Parker presented letters of support from adjoining property owners Larry and Martha Forrester and Brad and Marcie Kennedy. Doug Sherill, Land Surveyor and Planner spoke on behalf of the applicant. Mr. Sherill stated that there was no plan to subdivide the property which is currently in a trust and that the applicants would abide by all requirements. There was no opposition present. Chairman Thompson closed the public hearing.

*Motion: Commissioner Shelnett made a motion to approve the conditional use as presented.*



*Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Banks, Shelnutt, Adams and Dixon voted in favor. Commissioner Bradford opposed the motion. The motion carried.*

Denial of Z23080001 - 61.44 acres from A1 to A for short term rental and Denial of CU23080004 for an event venue with variance to regulation that venue be allowed on an arterial or collector road - Applicant: Sekhar Thadiparthi - Owner: Bobby Butler II & Bob Butler Trustee/Triple BBB Family Trust - Property located at 1540 Lipscomb Rd. - Map/Parcel C1700047 & 47E00 - District 4

Chairman Thompson opened the public hearing on the matter. Christine Cavin spoke on behalf of the applicant stating they were requesting to withdraw the rezone and continue with the conditional use. The property would be a venue for special events only and would have a property manager and security cameras on site. Stacey Philippus, Janice Perry, Kelly Fanelli and Katie Busenitz spoke in opposition voicing their concerns of noise, traffic and not being on a major arterial road. In rebuttal, Christin Cavin and Sekhar Thadiparthi stated there was a misunderstanding concerning the use of the property. The events would be for meditation and family celebrations, mostly family rental. Chairman Thompson closed the public hearing.

***Motion:*** *Commissioner Bradford made a motion to accept the withdrawal of the rezone and the Planning Commission recommendation to deny the conditional use for an event venue. Commissioner Shelnutt seconded the motion. After further discussion of the vote, Commissioner Bradford asked if there was a requirement for a conditional use for families to have parties, weddings or events on their own property. Planning Director Charna Parker stated there was no requirement. Commissioner Bradford said the applicant is stating the venue would be for family. He then restated his motion to accept the withdrawal of the rezone and the Planning Commission recommendation to deny the conditional use due to it not being on an arterial road, a requirement that this Board put in place. Commissioner Shelnutt seconded the motion. Commissioners Bradford, Shelnutt, Banks and Adams voted in favor. Commissioner Dixon opposed the motion. The motion passed.*

Approval of Z23070021 - 7.91 acres from A1 to B2 with conditional use for outside storage for a landscaping business - Applicant: Advanced Landscape Services, Inc. - Owner: Shelby GT Properties LLC - Property located at 4930 Hwy. 20 - Map/Parcel C0060041 - District 2

Chairman Thompson opened the public hearing on the matter. Scott Sullivan spoke in favor on behalf of the applicant Rick Sullivan. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

***Motion:*** *Commissioner Banks stated he thought it would be an asset to the community and made a motion, seconded by Commissioner Shelnutt to approve the rezone; voted and passed unanimously.*

Denial of Z23070022 - 18.25 acres from A2/R1 to B2 with conditional use for outside storage of boats & RV's - Applicant: Red Rock Design - Owner: Dennis McMillan - Property located at Pannell Rd. & Poplar St. - Parcel C1670009 - District 6

Planning Director Charna Parker presented a request from the applicant to withdraw the application.

***Motion:** Commissioner Dixon made a motion, seconded by Commissioner Adams to accept the withdrawal request. All voted in favor.*

**ADMINISTRATIVE CONSENT AGENDA**

- 1. Approval of September 13, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Declaration of Surplus
- 4. Ratification - Resolution of Property Damage Claims Due to Road Projects - Creek Crossing and Old Zion Cemetery Road
- 5. Software Service Agreement - Assurance - Nitorco, Inc. - Tax Commissioner
- 6. Suburban Consulting Engineering - Contract Amendment - GIS (Water Dept.)

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

**RESOLUTIONS**

Project Length Budget for Pavement Sealant Project and FY24 Budget Amendment

Public Works Director John Allman presented the resolution. The project involves streets in Providence Club

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

**ACCEPTANCE OF BIDS/PROPOSALS**

Access Road - Clearing and Grubbing - WCPSC - Subject to land acquisition

***Motion:** Commissioner Adams made a motion to accept the bid from AKA Tree Service in the amount of \$247,465.70 subject to the land acquisition. All voted in favor. Subsequently, Commissioner Dixon asked to change his vote. He stated he would like to abstain on the motion. Chairman Thompson, Commissioners Banks, Shelnutt, Bradford and Adams voted in favor. The motion carried.*

Sewer Relocation – WCPS

***Motion:** Commissioner Adams made a motion to accept the bid from Mid-South Builders in the amount of \$398,469.00. Commissioner Shelnutt seconded the motion. Chairman Thompson, Commissioners Banks, Shelnutt and Adams voted in favor with Commissioners Bradford and Dixon abstaining. The motion carried.*

## DISCUSSION

### County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board. In addition, he commended the employees for use of the Employee Health Clinic as it is being used in advance as to what was estimated. He also updated the Board on hiring concerns.

### Support of Atlanta's Public Safety Training Center

Chairman Thompson stated that Governor Kemp was calling on all elected officials to support Atlanta's Public Safety Training Center. This training center will provide training for all Law Enforcement, Fire and EMS.

**Motion:** *Chairman Thompson made a motion to support Atlanta's Public Safety Training Center. Commissioner Bradford seconded the motion and all voted in favor.*

Chairman Thompson stated the old bank building was officially cleaned out and ready to move forward with advertising for sale. The minimum bid to be \$700,000.

**Motion:** *Commissioner Shelnett made a motion to approve moving forward with the auction. Commissioner Banks seconded the motion. All voted in favor.*

In addition, the Board discussed a future pay increase in order to compete with surrounding counties and the purchase of a bucket truck for the Facilities Department.

## EXECUTIVE SESSION

**Motion:** *At 7:08 p.m., Commissioner Adams made a motion, seconded by Commissioner Shelnett to enter into Executive Session to discuss real estate matters. All voted in favor.*

**Motion:** *At 7:29 p.m., Commissioner Adams made a motion, seconded by Commissioner Bradford to return to regular session. All voted in favor.*

**Motion:** *Chairman Thompson made a motion to condemn the Atlantic Coast Conservancy's Conservation Easement in the 55.49 acres parcel previously owned by East Village Reserve, LLC between Hwy. 78 and Baker Street for an access road from Hwy. 78 to the current and future Government Building Complex based upon an appraised value of \$800,000, which is \$14,417 per acre. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Banks, Shelnett, Bradford and Adams voted in favor with Commissioner Dixon abstaining. The motion carried.*

**Motion:** *Chairman Thompson made a motion to condemn the Atlantic Coast Conservancy's Conservation Easement in the remaining 116.806 acres previously owned by Jack's Creek Reserve, LLC which is adjacent to the new public Safety Complex for road right of way and future*



*government buildings and purposes based upon an appraised value of \$1,467,416.90, which is \$12,562.86 per acre. Commissioner Shelnut seconded the motion. Chairman Thompson, Commissioners Banks, Shelnut, Bradford and Adams voted in favor with Commissioner Dixon abstaining. The motion carried.*

## **ADJOURNMENT**

***Motion:*** *Chairman Thompson made a motion, seconded by Commissioner Bradford, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:34 p.m.*

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

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DAVID G. THOMPSON, CHAIRMAN

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RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners  
Purchases \$25,000.00

Item 6.2.

Meeting November 7, 2023

Department	Fund	Description	Payee	Amount
<b>Budget Year FY 23 &amp; FY 24</b>				

	<b>100</b>	Premium for November 2023 - <b>For the Record</b>	One America	\$ <b>35,193.16</b>
	<b>Various</b>	Replenish Funds in Health Benefits Trust- <b>For the Record</b>	Walton Co. Health Benefits Trust	\$ <b>500,000.00</b>

**Financial Administration**

	1510 <b>100</b>	Progress Billing #2 FY23 Audit	Mauldin and Jenkins	\$ <b>75,000.00</b>
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**Jail**

	3325 <b>100</b>	Medical For Inmates - December 2023	Correct Health	\$ <b>179,741.16</b>
	3325 <b>100</b>	Housed Out Inmates-September 2023	Barrow County BOC	\$ <b>47,520.00</b>
	3325 <b>100</b>	Housed Out Inmates-September 2023	Washington BOC	\$ <b>25,685.00</b>
	3325 <b>100</b>	Inmate Meals-September 2023	Kimble's Food By Design,INC.	\$ <b>71,702.38</b>

**Fire**

	3520.270 <b>270</b>	Engine Overhaul-Labor, Parts, & Shop Fees Repair Engine 11	MHC Kenworth	\$ <b>15,175.00</b>
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**E-911**

	3800 <b>215</b>	Motorola Maintenance Agreement	Motorola	\$ <b>144,663.95</b>
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**Public Works**

	4220 <b>100</b>	Side Walk Concrete Repairs Various Locations	Black Oak, Inc	\$ <b>38,875.00</b>
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Department	Fund	Description	Payee	Amount
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**Water**

4446	507	Water and Testing -September 2023 - <b>For the Record</b>	Cornish Creek Water Fund	\$ 209,938.00
4446	507	Resupply Inventory for Meter Installs and System Repairs	Delta Municipal Supply Co, Inc	\$ 39,690.95
4446	507	Parts and Supplies for Meter Installs & Line Repairs	Delta Municipal Supply Co, Inc	\$ 50,768.40

**SPLOST 2013**

3325.13	322	Design & Construction- <b>For the Record</b>	Comprehensive Program Services	\$ 45,000.00
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**SPLOST 2019**

4220.19	323	2023 Resurfacing Subdivision Streets Project	Sunbelt Asphalt Surfaces, Inc	\$ 753,750.00
4220.19	323	Asphalt-City of Jersey Main Street	E.R. Snell Contractor, Inc	\$ 74,528.25
4220.19	323	Additional Amount For Entyre S-2000 Asphalt Distributer	Tractor & Equipment Company	\$ 34,800.00

**Public Safety Complex**

3325.22	315	Engineering Services- <b>For the Record</b>	Precision Planning Inc.	\$ 10,879.73
3325.22	315	Engineering Services- <b>For the Record</b>	Precision Planning Inc.	\$ 87,705.07

**HLC Water Treatment Facility**

504		Professional Services - <b>For the Record</b>	Archer Western Construction	\$ 43,070.00
504		Professional Engineering Services - <b>For the Record</b>	Jacobs Engineering	\$ 131,697.10
504		Professional Engineering Services - <b>For the Record</b>	Jacobs Engineering	\$ 118,048.76
504		Professional Engineering Services - <b>For the Record</b>	Jacobs Engineering	\$ 12,828.43

**Hard Labor Creek**

4405	508	Professional Services O&M- <b>For the Record</b>	Precision Planning, Inc	\$ 29,752.07
4405	508	Professional Services - O&M - <b>For the Record</b>	Lead Foot Mulching & Grading	\$ 10,000.00



Department	Fund	Description	Payee	Amount
	4405	Reimbursement for Decommissioning Expense- <del>For</del> the Record	Jason & Victoria Presley	\$ 17,375.00
	508			\$2,803,387.41

## Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **November 7th, 2023**

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

If so, When?

TOPIC: **Surplus**

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

This Request: **Informational Purposes Only**

**Needs Action by Commissioners\* Yes**

\*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value or if there is no value permission to discard of unusable/unsaleable items. Also, 8 pieces of equipment from Fire Dept. are to be transferred/donated to Jasper County, paperwork is attached.**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**Walton County Miscellaneous Surplus**

Item 6.3.

Items released as County Surplus Property on the   7th   of   November  , 2023

<b>QTY</b>	<b>Dept. or ID #</b>	<b>Description (make/model/year if Applicable)</b>	<b>Serial / V.I.N.</b>
1	Fire Dept	Holmatro Cutter Model# 3040	304000880
1	Fire Dept	Holmatro Spreader Model# 2007	Unreadable
1	Fire Dept	Holmatro Ram	200500312
1	Fire Dept	Holmatro Cutter Model# 0498	30400001
1	Fire Dept	Holmatro Spreader	00155
1	Fire Dept	Holmatro Electric Pump Model# AMM90LCA2	518047
1	Fire Dept	Holmatro Pump Dual Hose-Model# DPU60PH	DPU6000667
1	Fire Dept	Hurst Pump	347R032
1	Fire Dept	Holmatro Cutter Model# 2001	00679
1	Fire Dept	Holmatro Ram	104006907918
1	Fire Dept	Holmatro Ram	120798
1	Fire Dept	Holmatro Spreader	Unreadable
1	Fire Dept	Holmatro Pump Model# 2060PU	12974
1	Fire Dept	Holmatro Pump Model# 2040PU	029210171
1	Fire Dept	Holmatro Pump Model# DPU60PH	DPU-600610
1	Fire Dept	2003 Ford F-450	1FDXW46P03EC13137
1	Fire Dept	2002 Ford F-150	1FTRW07L92KB55515
1	Fire Dept	2002 Ford F-150	1FTRW07L02KB55516
1	Fire Dept	2006 Ford Expedition	1FMPU15586LA60270
425	Facilities	5215 Mitel IP Phones-Old Phone System	





303 South Hammond Dr.  
Dept. 460  
Monroe, Georgia 30655

770-267-1311  
770-267-1315  
Fax 770-267-1405

## Walton County Fire Rescue

Surplus Extrication Equipment transfer to Jasper County

1. Holmatro Cutter SN # 304000880  
Model # 3040



2. Holmatro Spreader SN# Unreadable  
Model # 2007



3. Holmatro Ram SN# 200500312  
Model # Unknown



4. Holmatro Cutter SN # 304000001  
Model # 0498



5. Homatro Spreader SN# 00155  
Model # Unknown



6. Holmatro Electric Pump (vehicle mounted) SN# 518047 Model # AMM90LCA2



7. Holmatro Pump with dual hose reel  
SN # DPU6000667  
Model # DPU60PH



8. Hurst Pump SN# 347R032  
Model # Unknown



# Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **11/07/23**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Bullet Proof Vest Grant**

Wording For Agenda: **Accept the grant award for Bullet Proof Vest**

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

\*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Award Letter**

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

If so, has a copy of the documentation been forwarded to County Attorney? **no**

Date forwarded to County Attorney:

Has the County Attorney review been completed?

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



Tammy Kirk &lt;tkirk@co.walton.ga.us&gt;

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## BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

1 message

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**Bureau of Justice Assistance** <BJA@public.govdelivery.com>  
Reply-To: BJA@public.govdelivery.com  
To: tkirk@co.walton.ga.us

Fri, Sep 29, 2023 at 5:14 PM

[View as a webpage / Share](#)

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Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2023 BVP awards is now available at the following link: <https://bja.ojp.gov/funding/fy23-bvp-awards.pdf>.

**Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.**

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).



Please contact the BVP Helpdesk at 1-877-758-3787 or email [vests@usdoj.gov](mailto:vests@usdoj.gov) if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance



*BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.*



[www.bja.ojp.gov](http://www.bja.ojp.gov)

If you no longer want to receive email notifications from NewsFromBJA, you can unsubscribe [here](#).

This email was sent to [tkirk@co.walton.ga.us](mailto:tkirk@co.walton.ga.us) using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC



GA	NASHVILLE CITY	\$3,895.00
GA	NEWNAN CITY	\$8,500.00
GA	OAKWOOD CITY	\$7,150.00
GA	OCONEE COUNTY	\$4,410.00
GA	PEACH COUNTY	\$2,472.50
GA	PERRY CITY	\$5,100.00
GA	POLK COUNTY	\$8,300.00
GA	ROME CITY	\$3,739.50
GA	ROSWELL CITY	\$18,000.00
GA	SCREVEN COUNTY	\$8,017.50
GA	SMYRNA CITY	\$10,665.00
GA	SNELLVILLE CITY	\$8,242.50
GA	SOCIAL CIRCLE CITY	\$3,150.00
GA	SPALDING COUNTY	\$18,100.00
GA	STATESBORO CITY	\$10,490.00
GA	STEPHENS COUNTY	\$9,031.00
GA	STOCKBRIDGE CITY	\$11,480.50
GA	SUMTER COUNTY	\$3,212.50
GA	TATTNALL COUNTY	\$7,295.00
GA	TEMPLE CITY	\$2,149.90
GA	THOMAS COUNTY	\$27,637.50
GA	THOMASVILLE CITY	\$2,775.00
GA	TIFTON CITY	\$9,942.00
GA	TRENTON CITY	\$1,798.00
GA	TWIN CITY	\$1,288.00
GA	TYBEE ISLAND CITY	\$5,502.75
GA	TYRONE TOWN	\$1,400.00
GA	UNION CITY	\$11,088.00
GA	VALDOSTA CITY	\$4,600.00
GA	VIDALIA CITY	\$2,995.00
GA	VILLA RICA CITY	\$11,900.48
GA	WALKER COUNTY	\$21,450.00
GA	WALTON COUNTY	\$11,760.00
GA	WARE COUNTY	\$5,675.00
GA	WARNER ROBINS CITY	\$8,300.00
GA	WASHINGTON COUNTY	\$8,981.00
GA	WATKINSVILLE CITY	\$1,830.00
GA	WHITE COUNTY	\$8,260.00
GA	WOODSTOCK CITY	\$16,214.50
GA	WRENS CITY	\$2,550.00
	<b>Totals for GA(126 Jurisdictions):</b>	<b>\$880,523.26</b>
HI	KAUAI COUNTY	\$7,139.00
	<b>Totals for HI(1 Jurisdictions):</b>	<b>\$7,139.00</b>
IA	ALBIA CITY	\$810.00
IA	AMES CITY	\$3,606.45
IA	ANKENY CITY	\$12,416.50
IA	BELLE PLAINE CITY	\$1,526.00
IA	BETTENDORF CITY	\$3,900.00
IA	BURLINGTON CITY	\$1,183.44

Appendix B

# Walton County Department Agenda Request

Department Name: Walton County District Attorney's Office

Department Head/Representative: Randy McGinley

Meeting Date Request: November 07, 2023

Has the topic been discussed at past meetings? No

If so, when? \_\_\_\_\_

Topic: Approval for Renewal of the VOCA Grant

Wording for Agenda: Renewal of the VOCA Grant

This Request: Needs Action by Commissioners\*

\*What action are you seeking from the Commissioners? Approval for submitting the renewal and acceptance of the VOCA Grant administered by the Criminal Justice Coordinating Council.

Department Comments/Recommendation: \_\_\_\_\_

Additional Documentation Attached?: Yes

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

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

Date forwarded to the County Attorney: \_\_\_\_\_

Has the County Attorney review been completed? \_\_\_\_\_

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

Approved in current budget? Yes

Budget information attached? No

Comments: \_\_\_\_\_

Purchasing department Comments: \_\_\_\_\_

County Attorney Comments: \_\_\_\_\_

Chairman's Comments: \_\_\_\_\_

**RANDY MCGINLEY**  
**DISTRICT ATTORNEY**

**CLIFF HOWARD**  
**CHIEF ASSISTANT DISTRICT ATTORNEY**  
**WALTON COUNTY**

**AMBER DALLY**  
**CHIEF ASSISTANT DISTRICT ATTORNEY**  
**NEWTON COUNTY**



**OFFICE OF THE DISTRICT ATTORNEY**  
**ALCOVY JUDICIAL CIRCUIT**

**October 25, 2023**

**To: Walton County Board of Commissioners**

**From: Kim Kelly, Victim Services Director** *KKelly*

**Re: VOCA Grant Awards**

I am seeking the Board of Commissioners approval to receive the VOCA Grant federal funds the Walton County District Attorney's Office has been awarded for the grant year beginning October 01, 2023 through September 30, 2024. I have attached an email from the Georgia Prosecuting Attorney's Office stating the award amount our office will receive in grant funds. This grant year our office is receiving a VOCA Grant in the amount of \$89,964.00. This amount is a decrease in the amount of VOCA funds we have received in the past years due to the shortage of federal funds to be distributed to VOCA approved programs. This grant year the VOCA funds will be used towards Victim Services Director Kim Kelly and Victim Compensation Advocate Jayme Willingham's salaries.

The Walton County District Attorney's Office was approved for a new Legal Assistant position in the budget year beginning July 01, 2023. District Attorney Randy McGinley chose not to fill that position after he was told by the Georgia Prosecuting Attorney's Council that VOCA funding cuts were going to happen beginning October 01, 2023. The funding that was approved for the new Legal Assistant position funding is now being used for Victim Advocate Suzanna Maulfair. Suzanna Maulfair was previously listed on the VOCA Grant but due to federal funding cuts of our grants there is no longer enough federal funds to support her position.

The match funds for the VOCA Grant will continue to be waived this year.

Please give me a call at 770 266 1793 if you have any questions regarding this request.

**Newton County District Attorney's Office**  
**1132 Usher Street**  
**Room 313**  
**Covington, GA 30014**  
**Phone: 770-784-2070**  
**Fax: 770-784-2069**

**Walton County District Attorney's Office**  
**303 South Hammond Drive**  
**Suite 334**  
**Monroe, GA 30655**  
**Phone: 770-267-1355**  
**Fax: 770-267-1364**



**Kim Kelly**

---

**From:** Sarai Leonides-Medina  
**Sent:** Friday, September 15, 2023 4:30 PM  
**To:** Cathy Davis (Newton County Finance); Kim Kelly; Randy McGinley; Christine MacDonald; Kim Kelly; Leslie Smith; Missy Peters  
**Subject:** FFY24 VOCA AWARD INFORMATION  
**Attachments:** FAQ for VOCA Funded Offices for FFY24.pdf; Budget\_Detail\_Worksheet.xlsx; Guidelines for Preparing your Budgets (FFY24) .pdf

Good Afternoon Alcovy Judicial Circuit:

We have been working diligently with CJCC to determine what the upcoming grant year, which begins October 1, 2023, will look like. **Please read this email carefully in its entirety for important information regarding the VOCA grant.**

Below is your estimated VOCA award for FY24 based on verbal confirmation we have received from CJCC.

Alcovy Judicial Circuit	
FFY24 <b>CONFIRMED ESTIMATED</b> Award:	\$89,964

**FAQ:**

*Please see the attached FAQ for answers to questions about special positions and more. PAC will periodically update and share this document as we receive additional questions from the VOCA funded offices.*

**Timeline:**

It is important to note that the above amount is an estimate based on the verbal confirmation provided by CJCC in advance of formal award approval. Neither CJCC’s Victim Services Grants Committee nor the CJCC Full Council have voted to approve the awards yet. The Committee is scheduled to vote on September 22, 2023, and the Full Council is scheduled to vote on September 27, 2023. As soon as the CJCC Full Council has voted on the award recommendations, we will communicate any changes to your offices. Award letters, MOAs, and grant activation documents will follow as soon as we receive an award letter from CJCC, which could take several weeks.

**Budget:**

Please begin preparing **ONE** budget based on the award amount provided above. These budgets are due by COB **October 13, 2023**. Note that only one budget should be submitted per DA or SG’s office. Funds should not be split between counties or for specified positions. Please use the attached Budget Worksheet and Guidelines for Preparing your Budget document as you prepare your budget.

As always, please let me know if you have any questions.

**SARAI LEONIDES MEDINA**

Prosecuting Attorneys’ Council of Georgia  
Victim Services/Grants Manager  
1590 Adamson Parkway, 4<sup>th</sup> Floor  
Morrow, GA 30260  
Main Office: 770-282-6300  
Direct: 770-282-6290  
Website: [www.pacga.org](http://www.pacga.org)  
Twitter, IG & Facebook: @GAProsecutors

Department: Walton County District Attorney's Office **GRANT SUMMARY** Date: 24-Oct-23

Grant Title: Victims of Crime Act Grant (VOCA) Grant #: \_\_\_\_\_

County Department Contact: Randy McGinley - Kim Kelly Phone: 770 267 1355

New or Renewal: Renewal Budget Amendment Required: No

Purpose of Grant: Victim Services Is Amendment Attached? (Answer yes or no)

**How does grant meet WC Board of Commissioners Mission and Goals?**

The mission of the Board of Commissioners is to assist residents of Walton County. Through the VOCA Grant crime victims of Walton County are assisted after being victimized. The Victim-Witness Assistance Program assists victims with their immediate needs and as their case progresses through the Criminal Justice System.

**How does grant meet Department Mission and Goals?**

In 1998, the Office of the District Attorney in the Alcovy Judicial Circuit established the Victim-Witness Assistance Program. The Victim-Witness Program has offices in Monroe, Walton County and Covington, Newton County. Over the past ten years the program has grown in its mission and continues to strive to help victims regain stability after victimization. Victim advocates through the Victim-Witness Assistance Program are dedicated to helping victims through the criminal justice system and locating assistance for victims through community based programs.

**How does grant benefit Walton County residents?**

The Victim-Witness Programs of the Alcovy Judicial Circuit assist victims in Walton County in numerous ways. Victims of crime are treated with fairness, dignity and respect. Victim Advocates inform victims of their rights under the Victims' Bill of Rights, refer victims to other agencies that can help their needs, notify victims of court events as their case moves through the Criminal Justice System, and accompany victims to court hearings. The Victim-Witness Program assists victims with obtaining Temporary Protective Orders and assistance with locating emergency shelter and immediate needs. The Victim Compensation Advocate funded by this Grant specializes in being familiar with the Victim Compensation Program administered by the Criminal Justice Coordinating Council of Georgia. Currently the Victim Compensation Advocate position for the Walton County District Attorney's Office is vacant. Having a specialized Victim Compensation Advocate in our office allows us to provide better services for our victims and assist more quickly with obtaining compensation after their victimization through the Victim Compensation Program.

**If this grant is a renewal**

**Does this grant require a cash match or in-kind match? If yes, explain.**

This grant normally requires a 25% cash match but it will be waived by CJCC for this grant year. The Alcovy Judicial Circuit will receive \$89,964.00 in federal funding from the VOCA Grant to partially pay for the salaries of Victim Services Director Kim Kelly and Victim Compensation Advocate Jayme Willingham.

**If a cash match is required is the match in the current FY budget? Explain.**

It will be waived by the Criminal Justice Coordinating Council for the year.

WALTON COUNTY BOARD OF COMMISSIONERS  
GRANT SUMMARY

Item 6.5.

**Does this grant effect future FY budgets?**

**If yes, explain how.**

The budget for Walton County begins July 01 and ends June 30 of each year. The VOCA budget year begins October 01 and ends on September 30 of each year.

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**What restrictions, if any, are required by the use of grant proceeds?**

**Explain any long term or short term obligations the County must meet by the use of this grant.**

The grant monies received from this VOCA Grant must be used by the Victim-Witness Program of the Walton County District Attorney's Office.

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# Walton County Board of Commissioners Grant Information Sheet

Department: District Attorney's Office Grant: VOCA Date: 24-Oct-23

County Dept. Contact: Randy McGinley Phone: 267 1355

Financial Reports: Dates Due: 15-Jan-24 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Apr-24 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Jul-24 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: 15-Oct-24 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Programmatic Reports: Dates Due: 31-Oct-24 Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Dates Due: \_\_\_\_\_ Sent: Yes  No  Copy Filed: \_\_\_\_\_

Granting Agency: CJCC

Agency Address: 104 Marietta Street

Suite 440

Atlanta GA 30303

Contact Name: Jay Neal

Phone: 404 657 1957 Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Amount of Funds: 89,964 (Granted) Waived (Match)

Match Source: Waived for the Grant Year by CJCC

Funding Period: October 01, 2023 - September 30, 2024

Important Deadlines: \_\_\_\_\_

Date of Commission Approval: \_\_\_\_\_

Date of Application Submittal: \_\_\_\_\_

Date Award Received: \_\_\_\_\_

Grant Closing Date: \_\_\_\_\_

NOTES:





## No Term, Non-Exclusive SaaS Agreement

Government Window, LLC (the "Principal") of 175 Townpark Drive NW., Suite 425, Kennesaw GA 30144, hereby grants:

Walton County (GA) Water Department

*Name of End-User (Licensee)*

of

2171 Highway 81 South, Loganville, GA 30052

*Full Address*

a non-exclusive license to use the Licensed Items defined in Schedule "A" hereunder

### Schedule "A" - Licensed Items

The Principal agrees to make the following applications available to the End-User as per the terms and conditions defined on the reverse hereof: *(Please fill appropriate application and function where W = Web, P = Point of Sale, I = IVR & T = ITR.)*

Module	Contact Person	Telephone #	Function	Rate
Traffic Tickets			W/P/I/T	
Bail			W/P/I/T	
Probation			W/P/I/T	
Child Support			W/P/I/T	
Business Licenses			W/P/I/T	
Permits			W/P/I/T	
Property Tax			W/P/I/T	
DMV Tags			W/P/I/T	
Parks & Recreation			W/P/I/T	
Income Tax			W/P/I/T	
Schools			W/P/I/T	
Donations			W/P/I/T	
Misc Payments			W/P/I/T	
Records & Deeds			W/P/I/T	
eStore			W/P/I/T	
Patient Bills			W/P/I/T	
Utilities	Morris Jordan	770 466 4887	W/P/IVR	pg. 2
Garbage			W/P/I/T	

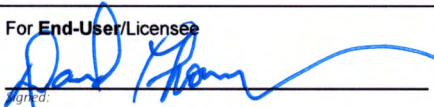
Software as a Service Agreement

Stipulations & Notes: (please define.)

- 1. Water Bills (WEB/POS/IVR) - service fees will be 2.5% or \$1.50 minimum.
- 2. The payment portal, installation, and customer service all come at no cost to the Walton County Water Department or to Walton County.
- 3. Accepted forms of payment shall be Visa, MasterCard, Discover, and e-Checks.
- 4. American Express will be added at a separate service rate of 3.0% or \$1.50 minimum.
- 5. e-Checks - service fees for e-Checks will be \$1.50.

Unless otherwise stipulated, there is no cost to the End-User/Licensee for any equipment, development, maintenance, and support offered by the Principal provided the End-User/Licensee is not in breach of any of the conditions as defined in the Agreement. All costs are covered by service fees charged to the End-User's clients/customers upon using any of the Licensed Items.

Service fees will be determined and agreed upon by both Parties before any work is performed, and be based on the payment type, expected volume, and number of payment types implemented.

<p>For Government Window LLC (the Principal):</p> <p>Signed: _____  Name: <b>Scott Kenney</b>  Title: <b>CEO - Government Window</b>  Date: _____</p>	<p>For End-User/Licensee:</p> <p>Signed:   Name: <b>David Thompson</b>  Title: <b>Chairman - Walton County Commission</b>  Date: _____</p>
---	---

1. Definitions

- 1.1 "Principal" shall mean Government Window LLC of 175 Townpark Drive NW, Suite 425, Canton, Georgia 30144, USA.
- 1.2 Software-as-a-Service agreement ("SaaS") shall be defined as the delivery model in which the Licensed Items are delivered on a subscription basis and are hosted centrally at a location or locations of the Principals choosing and is accessed by the End-User or the End-User's customers through a thin client via a web browser, collectively referred to as the "Agreement."
- 1.3 "Licensed Items" shall mean the Principal's programs listed on Schedule "A" together with all related documentation, sales aids, training aids, and including all revisions and corrections thereto, whether made by the Principal, and any such additional software as it may offer to its clients from time to time during the currency of this Agreement. Licensed Items shall include object code for the Principal's programs acquired, whether used at its Installation Address as defined hereunder, or through a public cloud as SaaS and any user manuals and related documentation, in machine readable or printed form.
- 1.4 "End-User" shall mean any person, institution, government agency, closed corporation or company that is either the facilitator or the ultimate user of the Licensed Items supplied by the Principal and defined on the face hereof.
- 1.5 "Party" shall mean either the End-User or the Principal interchangeably.
- 1.6 "Parties" shall mean both the End-User and the Principal collectively.
- 1.7 "Installation Address" being the physical location of the computer hardware and the location at which the End-User stores their back-office data and/or from which the End-User hosts its Internet Website.
- 1.8 "Industrial Property Rights" shall mean all property in and rights to patents, license, Trademarks, trade names, inventions and copyrights relating to the origin, design, manufacture, programming, operation and/or service of Licensed Items.
- 1.9 "Trademarks" shall mean any proprietary marks used by the Principal in the marketing of the Licensed Items.
- 1.10 The headings and clauses of these terms and conditions are intended for convenience only and shall in no way affect their interpretation.
- 1.11 Words importing natural persons shall include bodies corporate and other legal personae and vice versa.
- 1.12 Any particular gender shall mean the other gender, and vice-versa. The singular shall include the plural and vice-versa.

2. License

- 2.1 Whereas the Principal is the author of the Licensed Items and as such the Principal is entitled to supply such Licensed Items to End-Users on the terms and conditions set out hereunder.
- 2.2 The End-User acknowledges that he is not an agent of the Principal.
- 2.3 The Principal hereby grants to the End-User an individual, non-exclusive, non-transferable License to use one original copy of the Licensed Items detailed in Schedule "A" attached hereto, at the Registered Address and to make available to its clients and or customers Licensed Items through the SaaS model on the terms and conditions contained herein.
- 2.4 Services provided under this Agreement shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the contents of clause 3 herein. The term of the services and any renewal period if so stipulated are collectively

defined as the "Services Term." At the end of the Services Term, all rights to access or use of the services, including the Licensed Items listed in the ordering document, shall end. The Licensed Items and all copies thereof are the property of the Principal and title thereto shall remain with the Principal. All Industrial Property Rights, title or interest in the Licensed Items will at all times remain with the Principal.

3. The End-User agrees:

- 3.1 to secure and protect the Principal's proprietary rights in the Licensed Items and all copies, and modifications thereof, and to take appropriate action by instruction to, or agreement with its employees, clients and/or suppliers who are permitted access to the Licensed Items;
- 3.2 to instruct its employee, clients and/or suppliers having access to the Licensed Items not to copy, decompile, disassemble, reverse engineer or duplicate the Licensed Items or make disclosure with reference thereto or any component thereof to any third party;
- 3.3 to reproduce the Principal's copyright notice on all material related to or part of the Licensed Items on which the Principal displays such copyright notice, including any copies made pursuant to this Agreement.
- 3.4 The End-User agrees not to remove any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the Licensed Items. The existence of any copyright notice shall not be deemed to constitute or acknowledge a publication of the Licensed Items.
- 3.5 The End-User shall not purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under this Agreement or the Licensed Items without the previous consent in writing of the Principal which shall not unreasonably be withheld.

4. Termination

- 4.1 This Agreement shall commence on the date of this Agreement (the "Commencement Date") and shall continue in effect until terminated in terms of this Agreement.
- 4.2 Either the Principal or the End-User may terminate this Agreement to use any Licensed Items by the End-User, by giving the other Party thirty (30) days written notice of termination at least thirty (30) days preceding the end of any calendar month.
- 4.3 In the event that the End-User fails to keep, observe or perform any term or condition of this Agreement or the End-User terminates this Agreement prior to the end of the term or by the Principal as a result of End-User breach, the Principal will be entitled to, at its sole and absolute discretion, cease providing any or all services as defined herein, forthwith without any recourse by the End-User against the Principal.
- 4.4 The End-User shall upon termination of the license as contemplated in this Agreement destroy the Licensed Items and all copies thereof that is in the possession of the End-User, regardless of the location of such copies and certify in writing to the Principal that the Licensed Items and all copies that were subject to the license, have been destroyed.
- 4.5 Should an End-User continue to use the Licensed Items once the license has been terminated in terms of this Agreement, the End-User shall be liable to the Principal for all damages as a consequence of such an act.
- 4.6 Upon termination of this license, all rights and obligations shall cease, except the Party's obligation to maintain the confidentiality of the other Party's proprietary information.



## 5. General

- 5.1 Neither the **Principal**, nor the **End-User** will disclose the other **Party's** confidential information to any third party and will use it only for the purposes of this **Agreement**.
- 5.2 The **End-User** recognises and agrees that the **Licensed Items** shall be treated as secret and confidential. Without limiting the generality of the foregoing, such confidential information shall include know-how, methods, techniques, processors, specifications, designs, computer logic, source codes, drawings, arrangements, research and development data, and combinations of such information; provided, however, that any such information shall not be regarded as secret or confidential which:-
- 5.2.1 is or becomes, a part of the public domain through no act or omission by the **End-User** or its employees; or
- 5.2.2 has been or is hereafter independently conceived, perfected or developed by the **End-User** or any company affiliated with the **End-User** or the employees thereof, or is now or hereafter in such affiliated company's, or any such employee's lawful possession as shown by their written records; or
- 5.2.3 is hereafter lawfully disclosed to the **End-User** or any of its employees by a third party which does not acquire the information under any obligation of confidentiality from or through the **Principals** or any employee of the same.
- 5.3 The **Principal** shall be entitled at any time to cede and assign its rights and obligations in terms of this agreement.

## 6. b0:2a:43:47:9f:bd Warranty

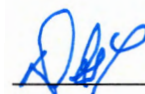
- 6.1 THE **PRINCIPAL** DOES NOT GUARANTEE THAT THE **LICENSED ITEMS** WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THE **PRINCIPAL** WILL CORRECT ALL SERVICES ERRORS. THE **END-USER** ACKNOWLEDGES THAT THE **PRINCIPAL** DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE **PRINCIPAL** IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 6.2 IT IS SPECIFICALLY RECORDED THAT THE **PRINCIPAL** PROVIDES THE **LICENSED ITEMS** "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 **Principal's** liability in respect hereof is specifically restricted to the repair or replacement of defective **Licensed Items** referred to on Schedule "A" and except as provided in this clause and to the extent permitted by Law in the state of Georgia, the **Principal** will not be under any liability howsoever arising in respect of defects in the **Licensed Items** or for any injury, damage or consequential loss of whatsoever nature arising from such defects or any work done in connection herewith.
- 6.4 Neither **Party** shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated **Party**; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated **Party**. Both **Parties** hereto will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either **Party** may cancel unperformed services upon written notice. This section does not excuse either **Party's** obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 6.5 The **Principal's** liability in terms of clause 6.3 above shall lapse in the

event of the **End-User** or any third party attempting to modify or effect remedial measures to any of the **Licensed Items**.

- 6.6 The **End-User** acknowledges that he has no claim against the **Principal** of whatsoever nature arising out of or in connection with this agreement.
- 6.7 This warranty is in lieu of any other warranty, expressed or implied, save as set out in clauses 6.1 to 6.6 above, and the **End-User** acknowledges that the **Principal** gives no other warranties whatsoever.
- 6.8 This **Agreement** contains all the terms and conditions agreed between the **Parties** and no variation of any of these conditions shall be binding on either **Party** unless agreed to in writing by both **Parties**
- 6.9 No relaxation or indulgence which the **Principal** may have extended to the **End-User** under this **Agreement** and no waiver by the **Principal** of any of its rights with respect to any breach of this **Agreement** shall in any way prejudice the **Principal's** right or be deemed to operate as a waiver in respect of any other breach.
- 6.10 The **Parties** acknowledge that they have not been induced or coerced into this contract by virtue of any representation, statements or warranties made by the other **Party** hereto or any persons acting on their behalf which are not included herein. The **Parties** shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be contained herein.
- 6.11 You agree (i) that the **Principal** may identify **End-User** as a recipient of services and use the **End-User's** logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by the **Principal** on its website for promotional purposes.

## 7. Legal

- 7.1 To the extent permitted by Georgia law, the **End-User** shall be liable for all reasonable costs incurred by the **Principal** in connection with the recovery of **Licensed Items**, such costs to be paid on the attorney and own client scale as well as all other costs incurred by the **Principal**.
- 7.2 This **Agreement** is governed by the substantive and procedural laws of Georgia and the **Parties** agree to submit to the exclusive jurisdiction of, and venue in, the courts in Cherokee County in Georgia in any dispute arising out of or relating to the **Agreement**.
- 7.3 The Uniform Computer Information Transactions Act does not apply to this SaaS agreement or orders placed under it. **End-User** understands that the **Principal's** business partners, including any third party firms retained by **End-User** to provide computer consulting services, are independent of the **Principal** and are not the **Principal's** agents. The **Principal** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a **Principal** subcontractor on an engagement ordered under this **Agreement**.
- 7.4 Any notice under this **Agreement** shall be in writing and shall be given if served at the **End-User's** registered office and shall in the case of posting be deemed to have been served on the third business day after registered posting. The **End-User** may change its chosen domicillium on seven (7) days written notice to the **Principal** sent by registered post provided such changed address remains within the Territory
- 7.5 Each clause in these terms and conditions is severable, the one from the others of them, and if any of them is found to be unenforceable for any reason whatsoever the others of them shall remain in full force and effect.



**Board of Elections**  
**Physical: 1110 E Spring St, Ste 100**  
**Mailing: 303 S Hammond Dr, Dept 465**  
**Monroe, GA 30655**

# Memo

**To:** Rhonda Hawk  
**From:** Jenni Phipps – Director of Elections  
**Date:** 10/16/2023  
**Re:** Qualifying Fees

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Please add the attached Qualifying Fees to the Board of Commissioners agenda for approval and let me know when they have been approved. I am required to have them published in the Tribune before February 1, 2024.

Thank you,  
Jenni



### QUALIFYING NOTICE

Pursuant to O.C.G.A. §21-2-131 (a)(1), the following qualifying fees were set by the Walton County Board of Commissioners:

Judge of Probate Court-----	\$2591.46
Clerk of Superior Court-----	\$2591.46
Sheriff-----	\$2891.46
Tax Commissioner-----	\$2591.46
Surveyor-----	\$25.00
Coroner-----	\$1,083.04
Chief Magistrate-----	\$2,643.29
Chairman, Board of Commissioners-----	\$900.00
County Commissioner, District 2-----	\$443.04
County Commissioner, District 3-----	\$443.04
County Commissioner, District 6-----	\$453.59
Board of Education, District 3-----	\$121.48
Board of Education, District 4-----	\$121.48
Board of Education, District 6-----	\$121.48
Board of Education, District 7-----	\$121.48

Qualifying will be held in the Walton County Board of Elections office, located at 1110 E Spring St, Suite 100 in Monroe. Qualifying will begin at 9:00 a.m. on March 4, 2024 and will end at noon on March 8, 2024. The General Primary will be held on May 21, 2024 and the General Election will be held on November 5, 2024.

Director of Elections  
Walton County

Position	Salary		3% of salary	Code Section
	2023 salaries from Code sections based on county population			
	2022 popluation estimate: 103,065			
Judge of the Probate Court	\$86,381.94	Minimum salary	\$2,591.46	15-9-63
Clerk of Superior Court	\$86,381.94	Minimum salary	\$2,591.46	15-6-88
Sheriff	\$96,381.99	Minimum salary	\$2,891.46	15-16-20
Tax Commissioner	\$86,381.94	Minimum salary	\$2,591.46	48-5-183
Surveyor	?	\$25.00 for qualifying fee	\$25.00	
Coroner	\$36,101.20	Actual 2023 salary	\$1,083.04	
Chief Magistrate	\$88,109.64	Minimum salary	\$2,643.29	15-10-23
Chairman, Board of Commissioners	\$30,000.00	Minimum salary	\$900.00	According to county attorney 7/19/23
County Commissioner Dist. 2	\$14,768.07	Actual 2023 base salary	\$443.04	
County Commissioner Dist. 3	\$14,768.07	Actual 2023 base salary	\$443.04	
County Commissioner Dist. 6	\$15,119.69	Actual 2023 base salary	\$453.59	
Board of Education Dist. 3	\$4,049.28	Actual 2023 base salary	\$121.48	
Board of Education Dist. 4	\$4,049.28	Actual 2023 base salary	\$121.48	
Board of Education Dist. 6	\$4,049.28	Actual 2023 base salary	\$121.48	
Board of Education Dist. 7	\$4,049.28	Actual 2023 base salary	\$121.48	

**CP CIVICPLUS**  
community  
development

- » **Permitting**
- » **Planning & Zoning**
- » **Business Licensing**
- » **Code Enforcement**
- » **Fire & Life Safety Inspections**

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**Proposal valid for 60 days from date of receipt**



# Company Overview

## CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

### EXPERIENCE

- 25+** Years
- 12,500+** Customers
- 900+** Employees

### RECOGNITION

- Inc. 5000** 11-time Honoree
- GovTech** 2023 Top 100 Company
- Stevie® Awards** Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,500 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

### Primary Office

302 S. 4th Street, Suite 500  
Manhattan, KS 66502  
Toll Free: 888.228.2233 | Fax: 785.587.8951

[civicplus.com](http://civicplus.com)





# Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

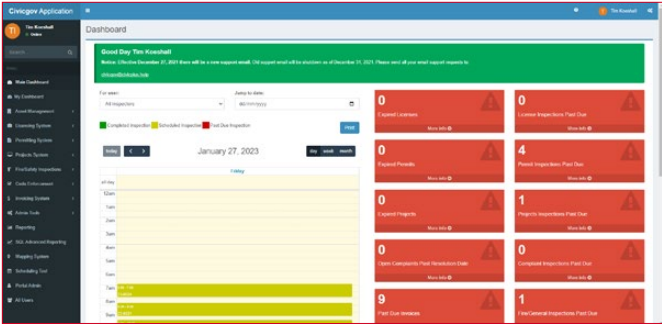
Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



# Features & Functionality

The CivicPlus Code Enforcement, Permitting, and Licensing solution streamlines the zoning, building, and inspection process enabling departments to collaborate and providing resident and business digital self-service functionality.



## A MODULAR SOLUTION DESIGNED TO SCALE

Whether your organization’s requirements are simple and straight forward or more complex and far-reaching, our integrated yet independently modular offering allows us to tailor a solution that fits your needs. Key features that are available as **either stand-alone modules or an integrated suite** include:



### Permitting

A complete solution to submit, review, approve, and issue permits.



### Planning & Zoning

Robust functionality to manage the intricacies of new subdivisions, plats, site plans, and other projects.



### Code Enforcement

Process complaints and track violations end to end from initial inspection and notice of violation through citation processing, court proceedings, and resolution.



### Business License

Create and manage license applications, renewals, payments, inspections, and contractor credentials.



### Fire & Life Safety Inspections

Conduct and schedule one-time and cyclical reoccurring inspections across your organization. Generate inspection failure notices and track court appearances.



### Value-Added Features

Premium features and integrations are available for ESRI-based GIS systems, digital plan review software, local/state/federal codes, payment providers, and other third-party, back-office systems.

# Proposed Modules

## Permitting

### Create Unlimited Permit Applications

- Customize types and sub-types (commercial, residential, etc.)
- Upload and track application documents and photos
- Track standard fields and/or customer-defined additional fields

### Manage Properties, Buildings, & Occupants

- Populate system with tax parcels, buildings, and suites
- Track permits related to properties, property owners, contractors, business owners, and occupants

### Allow Online Submission of Permit Applications

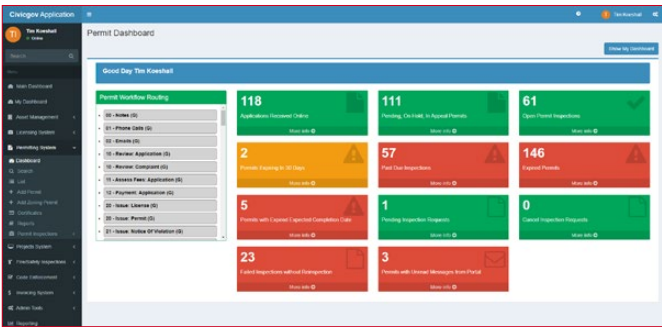
- Enable/disable online submittal on a per-permit basis
- Standardized online template and document upload capability

### Enable End-to-End Review & Approval (Case Management)

- Application reviews for one or more departments
- Inspections, financial reviews, and board reviews
- Override routing and final approval authority

### Schedule & Conduct Inspections

- Select inspection type, track status, and assign inspectors
- Take and store photos of inspection results
- Attach codes (local municipal codes, state, federal)
- Personalized "Today's Inspections" area for each inspector



### Create Digital Checklists

- Customize checklists based on type and sub-type

### Collect Permit Fees

- Assign fees, generate invoices, complete transactions, issue receipts
- Complete credit card transactions using a CivicPlus Pay authorized payment gateway
- Export transaction details to be imported to financial software

### Generate Permits & Certificates

- Permits, temporary certificates, certificates of occupancy and inspection reports

### Track Contractors, Insurance Requirements, & Contacts

- Ensure contractor insurance requirements are met for a given permit application
- Track multiple permit-related points of contact

### Track Related Projects

### Generate Reports (CSV, PDF, HTML)

### Integrates with Our Planning & Zoning and Code Enforcement Modules



# Planning & Zoning

### Create Unlimited Master or Sub Projects

- Customize project types and sub-types (city council, planning commission, stormwater, subdivision, ZBA, etc.)
- Upload and track project documents and photos
- Track standard fields or customer-defined additional fields

### Manage Properties, Buildings, & Occupants

- Populate system with tax parcels, buildings, and suites
- Track projects related to the properties, property owners, contractors, business owners, and occupants

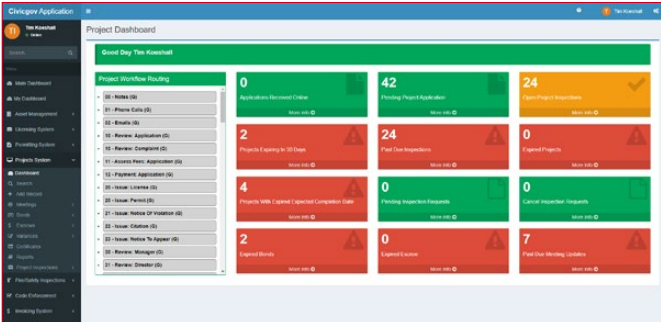
### Create Notification Letters for Adjacent Properties

- Adjacent/proximity parcel search (requires GIS integration)

### Issue & Track Variances

#### Track Numerous Documents & Processes

- Affidavits, bonds, and escrow accounts
- Project meetings
- Project questions and answers
- Related projects



#### Create Customizable Digital Checklists Based on Type & Sub-type

#### Enable End-to-End Review & Approval (Case Management)

- Application reviews – one or more departments
- Inspections, checklists, financial reviews, board reviews
- Override routing and final approval authority

#### Schedule & Conduct Inspections

- Select inspection type, track status, and assign inspectors
- Take and store photos of inspection results
- Attach codes (local municipal codes, state codes, federal)
- Personalized “Today’s Inspections” area for each inspector

#### Collect Project Fees

- Assign fees, generate invoices, complete transactions, issue receipts
- Complete credit card transactions using a CivicPlus Pay authorized payment gateway
- Export transaction details to be imported to financial software

#### Generate Certificates & Letters

- Certificates of Occupancy/Use and other templates

#### Track Contractors, Insurance Requirements, & Contacts

- Ensure permit application insurance requirements are met
- Track multiple permit-related points of contact

#### Generate Reports (CSV, PDF, HTML)

#### Integrates with Our Permitting Module



# Business Licensing

### Track Detailed Business License Records

- Customize business types and sub-types
- Upload and track business license documents and photos
- Track business license data via standard fields and customer-defined additional fields
- Track insurance requirements and expirations
- Identify annual vs. temporary licenses

### Integrates with Property Management System

- Optionally populate system with tax parcels, buildings, and suites to track business licenses related to each property

### Allow Online Submission of Business License Applications

- Enable new business license applications and renewals

### Automatically Generate License Renewal Notifications

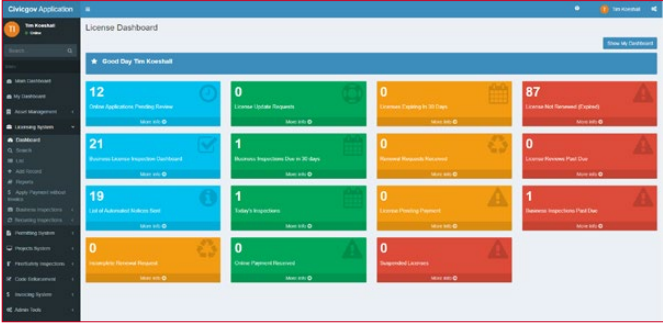
- Customer-defined time intervals

### Enable End-to-End Review & Approval (Case Management)

- Application reviews for one or more departments
- Financial review and payment
- Override routing
- Final approval authority

### Collect License Fees

- Assign fees, generate invoice, complete transaction, issue receipt
- Complete credit card transactions using a CivicPlus Pay authorized payment gateway
- Export transaction details to be imported to financial software



### Schedule One-time & Re-occurring Inspections

### Generate Business Certificates & Letters

### Generate Reports (CSV, PDF, HTML)

### Integrates with Our Permitting, Planning & Zoning, and Code Enforcement Modules



# Code Enforcement

### Track Detailed Complaint & Violation Records

- Customize complaint/violation types and sub-types
- Upload and track application documents and photos
- Track complaints/violations via standard data fields or customer-defined additional fields

### Manage Properties, Buildings, & Occupants

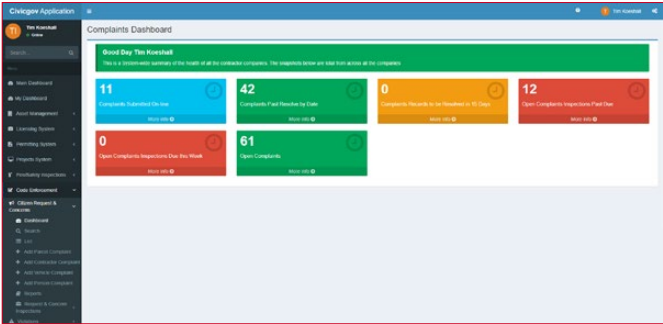
- Populate system with tax parcels, buildings, and suites
- Track complaints and violations related to properties, property owners, contractors, business owners, and occupants

### Submit Online or Manual Complaints & Violations

- Online public submission
- Manual staff submission (walk-ins, phone, email requests)

### Schedule & Conduct Inspections

- Select inspection type, track status, and assign inspectors
- Take and store photos of inspection results
- Attach codes (local municipal codes, state, federal)
- Personalized “Today’s Inspections” area for each inspector

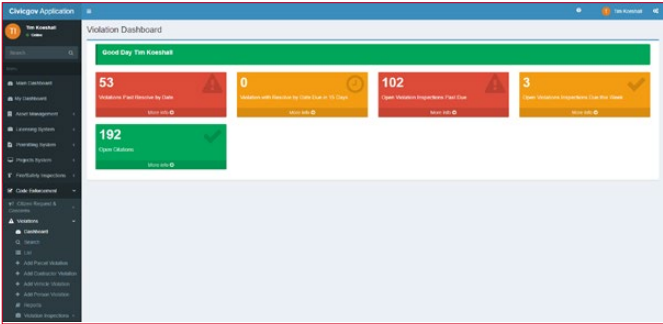


### Track Court Hearings

- Hearing date/time, ticket/docket number, judge, notes

### Issue Fines & Collect Payment

- Assign fees, generate invoice, complete transaction, issue receipt
- Complete credit card transactions using a CivicPlus Pay authorized payment gateway
- Export transaction details to be imported to financial software



### Enable End-to-End Review & Approval (Case Management)

- Track from initial inspection, notice of violation, re-inspection, citation processing, court proceedings, and final resolution

### Generate Citation Notices of Violation/Citation Letters

- Send via email or certified mail

### Generate Reports (CSV, PDF, HTML)

### Integrates with Our Business License Module

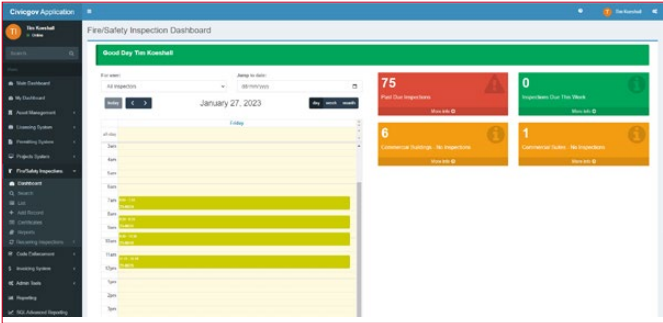
# Fire & Life Safety Inspections

## Schedule & Conduct Fire & Safety Inspections

- Select inspection type, track status, and assign inspectors
- Take and store photos of inspection results
- Attach codes (local municipal codes, state codes, federal) to inspection records
- Personalized “Today’s Inspections” area for each inspector

## Manage Properties, Buildings, Suites, & Equipment

- Populate system with tax parcels, buildings, and suites
- Track inspections related to the properties, property owners, contractors, business owners, and occupants
- Track equipment assets operational status



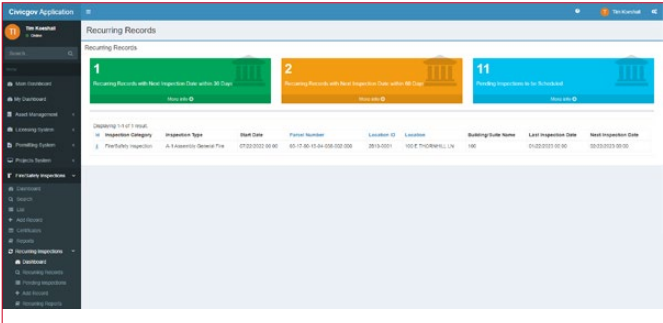
## Create Digital Checklists

- Customize checklists based on inspection type and sub-type

## Schedule One-time & Recurring Inspections

### Collect Inspection Fees

- Assign fees, generate invoices, and process payments (requires CivicPlus Pay authorized payment gateway)



### Enable End-to-End Review & Approval (Case Management)

- Inspection for one or more departments
- Override routing

### Generate Certificates & Letters

- Standardized templates provided

### Generate Reports (CSV, PDF, HTML)

# Implementation

## Permitting

### PROJECT TIMELINE ESTIMATE

A typical Permitting project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	4-12 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

### INCLUDED PROJECT TASKS/MILESTONES

- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files
- CivicPlus Code of Ordinances integration
- Permit directory setup (permit types and use/sub-types)
- One department setup included per module
- Inspection setup
- Digital checklist setup (five included)
- Certificates and letters setup (five included)
- Review and approval process setup
- Public permit directory setup
- One standardized building application form
- One standardized electrical application form
- One standardized mechanical application form
- One standardized plumbing application form
- Payments and fees setup
- Testing
- Training
- Go-Live

# Planning & Zoning

## PROJECT TIMELINE ESTIMATE

A typical Planning and Zoning project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	4-12 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

## INCLUDED PROJECT TASKS/MILESTONES

- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files
- CivicPlus Code of Ordinances integration
- Project directory setup (project types and use/sub-types)
- One department setup included per module
- One standardized land use application form
- One standardized board or appeals application form
- Inspection setup
- Digital checklist setup (five included)
- Certificates and letters setup (five included)
- Review and approval process setup
- Payments and fees setup
- Testing
- Training
- Go-Live

# Business Licensing

## PROJECT TIMELINE ESTIMATE

A typical Business Licensing project takes 6-12 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	2-4 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

## INCLUDED PROJECT TASKS / MILESTONES

- Business directory import (existing business list)
- Business license directory setup (business types, sub-types, insurance requirements, renewal requirements)
- One department setup included per module
- One standardized license application form
- One standardized contractor registration application form
- Business certificates and letters setup
- Review and approval process setup
- Public business license directory setup
- Payments and fees setup
- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files (optional)
- Testing
- Training
- Go-Live



# Code Enforcement

## PROJECT TIMELINE ESTIMATE

A typical Code Enforcement project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	4-12 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

## INCLUDED PROJECT TASKS / MILESTONES

- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files
- CivicPlus Code of Ordinances integration
- One department setup included per module
- Inspection setup
- Digital checklist setup (five included)
- Certificates and letters setup (five included)
- Review and approval process setup
- Payments and fees setup
- One online public complaint form setup
- Testing
- Training
- Go-Live

# Fire & Life Safety Inspections

## PROJECT TIMELINE ESTIMATE

A typical Fire & Life Safety Inspections project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	4-12 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

## INCLUDED PROJECT TASKS / MILESTONES

- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files
- CivicPlus Code of Ordinances integration
- Complaint/violation setup (types and sub-types)
- One department setup included per module
- Inspection setup
- Digital checklist setup (five included)
- Certificates and letters setup (five included)
- Review and approval process setup
- Payments and fees setup
- Testing
- Training
- Go-Live

# Continuing Services

## Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available via email and phone 8 a.m. – 5 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of your solution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

**Support at a Glance**

- Technical support engineers available 8 a.m. – 5 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center ([civicplus.help](https://civicplus.help))



### AWARD-WINNING

CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department

of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

### CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center Includes release notes to inform your staff of upcoming enhancements and maintenance.

### CONTINUING PARTNERSHIP

We won't disappear after your system is live. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system, resulting in consistently positive digital experiences for both your staff and residents.

# Hosting & Security

## DATA CENTER

CivicPlus hosts our CivicPlus Code Enforcement, Permitting, and Licensing solution in a secure data center. The data center is staffed 24×7×365.

## SITE MONITORING, SITE RECOVERY, AND GUARANTEED UPTIME

CivicPlus leverages auto-monitoring tools to proactively detect and identify server performance and alert us of potential issues. In the unlikely event we encounter a critical issue, our engineering team will act promptly and provides regular status updates via our Help Center's online status page. CivicPlus guarantees a web server uptime of 99.9%.

## SECURITY

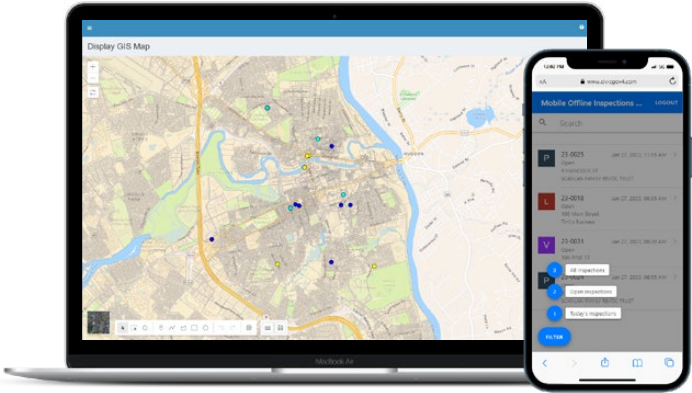
CivicPlus leverages third-party experts to conduct security and penetration tests on a periodic basis to proactively validate product security against the latest attack vectors and implement corrective actions as needed. The CivicPlus Community Development system conducted its most recent tests in 2021 and included automated and manual tests for both unauthenticated (i.e., without login) and authenticated users. Our solution is SSL encrypted to secure data transmission. In addition, it restricts user access via role-based permissions. The application requires users to log in with a unique user ID and password. We also support two-factor authentication using Google Authenticator and Microsoft Authenticator.

# Additional Enhancements

CivicPlus has various features and services that you can leverage to streamline your system. Below is a complete list of all the features available to you that will amplify your experience. Please reach out for additional information.

## VALUE-ADDED FEATURES

- CivicPlus/Municode Code Repository Integration
- SeeClickFix 311 CRM to Code Enforcement module integration
- ICC Code Repository Integration
- CivicPlus Pay Integration – Credit Card Processing
- Premium GIS (ESRI) Mapping Integration
- Mobile App - Offline Inspections
- Bluebeam REVU integration
- Third-party API integrations
- Additional Department/Groups



## PROFESSIONAL SERVICES

- Data Imports (historical records, contractor data, third-party codes, etc.)
- Additional Training
- Additional Configuration Items (Additional custom checklists, certificates, online fillable forms, etc.)
- Custom Development

# Disclaimer

## Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.





**CivicPlus**

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
 Q-52354-1  
 10/9/2023 4:08 PM  
 12/22/2023

**Client:**  
 WALTON COUNTY, GEORGIA

**Bill To:**  
 WALTON COUNTY, GEORGIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joseph Borelli		joseph.borelli@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Community Development Core Setup	Community Development Core Setup	One-time
1.00	Community Development Business Licensing Annual	Community Development Business Licensing Annual	Renewable
1.00	Community Development Business Licensing Setup	Community Development Business Licensing Setup	One-time
1.00	Community Development Code Enforcement Annual	Community Development Code Enforcement Annual	Renewable
1.00	Community Development Code Enforcement Setup	Community Development Code Enforcement Setup	One-time
1.00	Community Development Planning & Zoning Annual	Community Development Planning & Zoning Annual	Renewable
1.00	Community Development Planning & Zoning Setup	Community Development Planning & Zoning Setup	One-time
1.00	Community Development Pay Annual Fee - Forte	Community Development Pay - Forte	Renewable
1.00	Community Development Pay Setup Fee - Forte	Community Development Pay Setup Fee - Forte	One-time
1.00	Community Development Additional Data Import - Permitting	Community Development Additional Data Import - Permitting	One-time
1.00	Community Development Additional Data Import - Planning & Zoning	Community Development Additional Data Import - Planning & Zoning	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Community Development Additional Data Import - Code Enforcement	Community Development Additional Data Import - Code Enforcement	One-time
1.00	Community Development Additional Data Import - Business Licensing	Community Development Additional Data Import - Business Licensing	One-time
1.00	Community Development ICC Code Integration (population based) Annual	Unlimited Users ? up to 9 Titles	Renewable
1.00	Community Development ICC Code Integration (population based) Setup	Community Development ICC Code Integration (population based) Setup	One-time
1.00	Community Development Mobile App (Offline Inspections) Annual	Community Development Mobile App (Offline Inspections) Annual	Renewable
1.00	Community Development Mobile App (Offline Inspections) Setup	Community Development Mobile App (Offline Inspections) Setup	One-time
1.00	Community Development Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	
1.00	Community Development Permitting Annual	Community Development Permitting Annual	Renewable
1.00	Community Development Permitting Setup	Community Development Permitting Setup	One-time
1.00	MunicodeNEXT Connector for Community Development	Community Development Code Library integration with Municode Online Codes	Renewable

List Price - Year 1 Total	USD 70,500.00
Total Investment - Initial Term	USD 47,250.00
Annual Recurring Services - Year 2	USD 40,500.00

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

**Acceptance**

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

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

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

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

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

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)



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



October 30, 2023

Ref: NUMI CARDS for JAIL (Inmate Account)  
Inmate Account @ Synovus XXX443-1

To : Walton County Board of Commissioners

Good evening,

Currently our jail uses our Inmate Account at Synovus Bank to deposit funds brought in by inmates when they are booked & also when family/loved ones come in to make a deposit onto an inmates account. When the inmate is released from our facility, we issue a check from Inmate Acct. and give to that person when they leave (whether they are headed to another facility for more charges, or they are actually walking out our doors to freedom)

The jail staff is usually writing 160-180 checks to inmates on a monthly basis. Which results in pages of checks to go through on each monthly bank statement for reconciliation. That averages out to 5-6 checks clearing our Inmate account daily.


Legacy Commissary Services has shared a company with us (as they have many other county jails) of a "Debit Release Cards" company called NUMI. NUMI would be a FREE service to us that basically allows us to release the inmates funds onto a debit release card instead of a paper check. That person would then be able to use that card as soon as they walk out to make a purchase wherever they may want that accepts Mastercard. This small little change could help to eliminate the amount of checks that don't clear our account, and even help those individuals that may not have a checking account to cash the issued check they were given at release.

Sheriff Chapman has given his blessings for us to move forward with this new process and our county attorney has looked over all the paperwork and sees no issues. We are simply asking for approval to get the ball rolling to allow Numi to get Walton Co the debit release cards and start simplifying the Inmate acct.

Thank you,

  
Tammy Kirk  
Business Manager

&

  
Amber Barts  
Jail Admin Asst



## FACILITY AGREEMENT

***By signing this Agreement or activating a Numi Prepaid Mastercard® card on behalf of an individual, Facility hereby acknowledges and agrees to comply with all the terms and conditions contained in this Facility Agreement.***

**PURPOSE** is to ensure that the Card Program is distributed and administered in a manner that complies with the Financial Regulations. Capitalized terms used but not defined herein have the meaning set forth in the section of this Agreement entitled "Definitions".

**APPLICABILITY** is to Facility, and all Facility's personnel, contractors, and agents that administer the Card Program for or on behalf of Facility.

**THE CARD PROGRAM.** By participation in the Card Program, Facility will be able to return inmate trust funds and other property to persons released from incarceration through the use of prepaid Network Branded cards. This Agreement establishes the requirements and standards applicable to Facility in participating in the Card Program.

**CARDHOLDER FEES.** The fees associated with the Card Program(s) covered by this Agreement are attached as Exhibit B and incorporated herein by reference. Facility acknowledges that it has selected the Card Program(s) for its constituents. Facility further acknowledges that it has reviewed all of its options and alternatives to the Card Program selected and has chosen the Program(s) attached hereto as Exhibit B.

**CARD PROGRAM SUBSIDIES.** At any time a Facility may select a Card Program that provides for the Facility covering all or a portion of the total cost of the Card Program such that the Cardholder fees are reduced or eliminated. In the event that a Facility selects such a Card Program, the terms of payment to Numi for these costs are outlined in Exhibit C, if applicable.

### MANDATORY CARD DISTRIBUTION GUIDELINES & PROCEDURES

**Operating Guidelines.** Numi accepts Facility as an independent distributor of the Cards subject to the terms and conditions of this Agreement. Facility will comply with applicable Financial Regulations, including but not limited to regulations set forth by the Office of Foreign Assets Control (OFAC). Facility will cooperate with Numi to the extent necessary in order to ensure continued compliance with the Financial Regulations. Facility acknowledges that Financial Regulations are subject to change, and should a material change to these regulations occur, Numi will notify Facility of that change and Facility will comply with the Financial Regulations, as changed.

**Receipts.** Facility must have all Cardholders sign the federally required Prepaid Card Receipt ("PCR") for their Card (See Exhibit A) or the Signature Receipt implemented through the facility's software provider. The Terms and Conditions, as required below, must always accompany the Card upon Card issuance. In the event that Facility utilizes the Signature Receipt instead of the PCR, the Cardholders must sign the Signature Receipt upon release and before being provided with their Card. The Signature Receipt must contain the following language or language substantially similar to the language outlined below:

***"I hereby authorize and request the return of my funds on the Numi Prestige Mastercard® and confirm receipt of the Cardholder Agreement. I understand the Card is active and there may be fees associated with the use of the Card. Those fees are listed in the Cardholder Agreement.. I further understand that I may choose not to use the card and can request a check be mailed to me in accordance with the terms set forth in the Cardholder Agreement."***

To establish compliance with federal requirements, Numi may request the applicable PCR or the Signature Receipt from Facility for up to two (2) years after the execution of the required receipt by any Cardholder. As such, Facility is required to retain these receipts for a period of two (2) years.

**Card Registration.** When disbursing funds using Cards, Facility will collect and submit to Numi the following information:

- (a) Cardholder's full name and date of birth are required to be collected for all Cardholders;
- (b) Upon Numi's request, the Cardholder's Address, Phone Number, Social Security Number and/or other identifying document may be requested to ensure compliance with the Financial Regulations.

Facility will also collect and submit such additional information that Numi requires from time to time in order to ensure compliance with the Financial Regulations.

**Delivery of Terms & Conditions to Each Cardholder.** Facility must obtain a PCR and/or Signature Receipt and also distribute the Cardholder Terms and Conditions and other supporting documentation required by Numi to every individual receiving a Card. Numi will provide Facility with training regarding the distribution of the Cardholder Terms and Conditions and supporting documentation and Facility will abide by such training to ensure that these materials are provided to the Cardholders as required.

**Card Ordering.** Numi will manage the replenishment of Card inventory such that there is always at least one week of estimated Card requirements on hand at each Facility location, based on a 90 day trailing activation rate.

Numi reserves the right to not deliver any additional Cards to Facility, and to cancel or lock any and all Cards at Facility, if Facility (i) fails to make any payment pursuant to the Card Program, including but not limited to reimbursing Issuing Bank for funds loaded onto Cards, or (ii) otherwise fails to comply with the terms and conditions of this Agreement.

Numi will periodically ship Cards to Facility's designated locations. Card orders must be signed for upon arrival. The Cards are financial instruments and, as such, the Facility must ensure that the Cards are placed at the time of receipt in a secure storage area and that proper physical and procedural security policies are implemented and followed to ensure the tracking and monitoring of the Cards.

**Card Security.** The Cards must be handled by Facility in accordance with security requirements established by Financial Regulations, including policies and guidelines of Mastercard®, the Issuing Bank, and industry best practices. These security requirements are incorporated into this Agreement by reference and must be implemented by Facility at all locations that store and distribute the Cards.

Facility will maintain physical security of the Cards at all times. Facility will store the Cards in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks. Card inventory is subject to audit by Numi or the Issuing Bank with at least 10 days advance notice. Facility will deliver a completed certified inventory report to Numi at least once per year, or any time upon Numi's request, that accounts for all Cards. Facility will maintain an inventory log of the number of Cards spoiled (e.g. cards that cannot be used due to damage, tampering or expiration). Facility will promptly report any inventory discrepancy to Numi via an electronic mail communication to [corrections@numifinancial.com](mailto:corrections@numifinancial.com) or by contacting Numi at 760-444-5525. Facility will produce any of the above-mentioned documentation upon Numi's request at any time during the audit.

**Card Return or Destruction.** Numi may request the return of unused Cards in inventory for destruction for reasons including, but not limited to, the following:

- (a) Cards are compromised or tampered with;
- (b) Card stock expired;
- (c) Cards are damaged or defective; or
- (d) Card Program is terminated

Upon receipt of a request from Numi, Facility will securely package any Cards to be returned and will include a completed inventory log with the shipment.

Alternatively, at the direction of Numi, Facility may destroy any defective or damaged Cards, and certify their destruction by any method specified in the Mastercard® guidelines (currently available at <http://www.Mastercard.us/terms-of-use.html>). A template for certifying the Card's destruction is

available upon request by electronic mail to [compliance@numifinancial.com](mailto:compliance@numifinancial.com), or by contacting Numi at 760-444-5525.

**Mailing Cards Prohibited.** Mailing Cards is strictly prohibited under the terms of this Agreement. DO NOT mail activated cards. This is for your protection. Mailing activated Cards puts the Facility and the Card recipients at risk for potential fraud and security issues. Numi will not be responsible for any fraudulent activity or security issues that are directly or indirectly related to the mailing of activated Cards. Since this is not an approved practice, Facility must defend and fully indemnify Numi for any costs, claims or losses arising out of or related to the mailing of Cards.

*If the Facility would like to mail cards to individuals, then contact Numi immediately to obtain a Card Program that is designed for mailed distribution.*

**System Security.** Neither party will transmit or disseminate to the other party, the other party's service providers, or their respective networks or systems any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines (collectively, "Viruses") that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information. Each party will use then-current industry standard security and antivirus tools to detect and eliminate Viruses.

**Load Limits.** Unless otherwise authorized in writing by Numi, the Card Program(s) covered by this Agreement allows the Facility to disburse up to a total of \$9,999 per Cardholder in inmate trust funds upon the inmate's release from the Facility.

**Reimbursement of Loaded Funds.** Facility, or Facility's assigned Fiduciary Banking Agent, must ensure that there are adequate funds available and accessible to Issuing Bank to cover the Facility's daily Card loading activity. If a Facility chooses to have the obligations of this section performed by a Fiduciary Banking Agent, both the Facility and the Fiduciary Banking Agent must execute a copy of this Agreement with Numi. In addition, Facility, or Facility's Fiduciary Banking Agent, must execute the separate ACH authorization agreement. The ACH authorization will remain in full force and effect until Numi receives written notice of termination as required in this Acknowledgment. Upon receipt of the notice of termination, Numi will inform the Issuing Bank that is performing the ACH activities of such termination. Facility understands that the unsuccessful collection of funds by Issuing Bank will result in the immediate suspension of the Card Program at Facility upon notice by Numi of the breach of this funding obligation, and Numi will have the unilateral right to suspend or terminate the Card Program at the Facility. The Facility, or Facility's assigned Fiduciary Banking Agent, agrees it will not initiate a return or stop pay, with their bank, for any ACH settlement item for the Card loading activity. If the Facility or Facility's assigned Fiduciary Banking Agent has any issues, objections or discrepancies regarding the amounts of the ACH items, the Facility should contact Numi directly to resolve.

**ODFI.** Facility authorizes the Originating Depository Financial Institution (ODFI) designated by Numi on behalf of Issuing Bank to initiate a DAILY ACH debit entry for the entire balance of all daily Card load activity by Facility. The daily ACH will be debited from the bank account provided or designated by Facility in the separate ACH agreement between Numi and Facility. In the event that Facility fails to authorize the required or otherwise defaults on its funding obligations under this Agreement, Facility acknowledges that it is liable for the funds outstanding and both Numi or ODFI may pursue a collection action.

**Unauthorized Facility Activities.** Numi has the unilateral right to suspend or terminate the Card Program if the Facility fails to perform its duties as outlined herein, or otherwise fails to comply with the Financial Regulations or the requirements set forth in this Agreement. A breach of any of the duties set forth below shall constitute an unauthorized Facility Activity and a breach of this Agreement.

- Delivery of the Cardholder Agreement.
- Delivery of Cardholder educational materials.
- Delivery, execution and storage of the Prepaid Card Receipt ("PCR").
- Delivery, execution and storage of the Signature Receipt, if applicable.
- Inventory security.
- Mailing Cards without obtaining prior written approval from Numi.
- Issuing two or more Cards to the same individual without first notifying Numi in writing.
- Activating a Card on any day other than the day the card is to be provided to the Cardholder.

If Numi determines such a failure exists, Numi will notify Facility in writing, and, if reasonably capable of being corrected, Facility will have 3 business days after the receipt of notification to correct the failure before Numi terminates the Card Program. If Numi determines that the violation cannot be cured within the required timeframe, Numi has the right to terminate or suspend the Card Program immediately.

**Designated Card Program Use.** In addition to inmate release Card programs, Numi can provide Card programs designed for specific applications such as trust fund disbursements to Friends and Family, Work Release programs, and other agency disbursement activities. Use of a Card Program for its unintended purpose is a violation of this Agreement. Please contact Numi if you are interested in additional Card programs.

**Training.** Facility, with the assistance of Numi as needed, will provide sufficient training for all employees, representatives, contractors or other individuals conducting the Card Program to ensure compliance with the Financial Regulations and this Agreement.



**Customer Service.** Numi is responsible for providing customer service for issues related to the Card Program to both Facility and the Cardholders. Facility will cooperate with Numi in providing customer service to Cardholders and will provide such information and documents in Facility's possession or control that Numi reasonably requests from time to time in connection with providing customer service to Cardholders.

Facility understands and acknowledges that Numi's Card Program is a complex combination of hardware and software that is hosted by and interfaced with other service providers, as such, operational failures, malfunctions and other errors may occur resulting in, among other things, Card access denials and/or delays, and periods of suspended service to Facility and Cardholders. Facility will notify Numi and/or terminal software provider of Card Program related operational issues immediately, and Numi will use commercially reasonable efforts to minimize such issues.

#### **GENERAL PROVISIONS.**

**Advertising and Marketing Materials.** Facility will only use Program Materials provided by Numi in connection with its conduct of the Card Program. Facility will not alter or modify any Program Materials without the express prior written consent of Numi.

**Audit Rights.** Facility acknowledges that Mastercard®, Issuing Bank and any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank, to the extent required by such authority or agency, may perform an examination of Facility with respect to the Card Program and Facility's compliance with its obligations hereunder. Numi may perform one (1) on-site audit of Facility per calendar year, upon 10 days prior written notice to Facility. As Numi determines in its discretion, Numi may perform any additional audits of Facility without notice, provided that such audits do not unreasonably interfere with the Facility's operation of the jail, detention center or correctional facility. Facility will cooperate and provide any information that may be required in connection with any such examination or audit. Facility will also provide any information that Mastercard®, any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank requires in connection with an examination of Numi or Issuing Bank or that may be required from time to time with respect to the financial condition and security and business practices of Facility.

**Changes to Card Program.** As between Facility and Numi, Facility agrees that Numi or the Card Issuing Bank may in its sole discretion, due to regulatory, market, economic or other factors, modify any aspect of the Card Program including card program pricing, Cardholder fees, Cardholder education materials and Cardholder identification requirements. Notice of any Card Program modification will be provided in writing to the Facility prior to any such modification taking effect. Upon receipt of written notice of a Card Program modification Facility hereby agrees to abide by such modifications in connection with its obligations as outlined in this Agreement.

**Confidentiality.** Facility agrees to keep all information about the Card Program, the Cards and the Cardholders accessed, obtained or collected in connection with the Card Program (the "Information") confidential at all times except as required by law. In addition, Facility may not use or disclose the Information except to conduct the Card Program and to disclose the Information to those of its directors, officers, agents, and employees who have a reasonable need to know it in order to conduct the Card Program. Prior to disclosing this Information, however, Facility will inform the person to receive the Information of its confidential nature and the obligations of nondisclosure and confidentiality as defined herein and Facility will be responsible for any breach of such obligations by such person. Facility acknowledges that it is not authorized to retain any Information. The foregoing does not apply to information that Facility accesses or receives exclusively in the ordinary course of its business of operating a jail, detention center, or correctional institution. Subject to all applicable state and federal banking regulations and except to the extent as required by law, subpoena, or court order, Numi shall keep all personally identifiable information about the Cardholders obtained or collected in connection with the Card Program (the "Personally Identifiable Information") confidential at all times.

**Entire Agreement.** This Acknowledgment supersedes any and all prior written or oral agreements or other written correspondence between the parties and constitutes the entire agreement between Numi and Facility.

**Mutual Indemnification.** Facility agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Agreement by Numi, Facility will indemnify and hold harmless Numi, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions, Card and/or Card Program misuse, and/or theft, or from breach of this Agreement by Facility, Facility's personnel, or third parties under the direction or control of Facility, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

With the exception of any issue directly or indirectly related to the Facility's unauthorized mailing of Cards, Numi agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Agreement by Facility, Numi will indemnify and hold harmless the Facility, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions or breach of this Acknowledgment by Numi, Numi's personnel or third parties under the direction or control of Numi, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

**Press Releases/Publicity.** Numi and Facility each agree not to issue any press release or public statements regarding Facility's participation in the Card Program without the other's prior consent. (Facilities based in Florida - please strike this Section and refer to Exhibit E)

**Public Records Request.** Upon receipt by Facility of a public records request for a copy of this Agreement or any other card program materials, Facility hereby agrees to inform Numi in writing of any such request prior to providing any of the requested materials to the party initiating the public records request. (Facilities based in Florida - please ignore this Section and refer to Exhibit E)

**Release Methods.** Facility has the authority, in its sole and absolute discretion, to choose which method or methods are used to return inmate trust fund balances. To the extent Facility utilizes digital payments and prepaid cards for this purpose, to limit consumer confusion and allow for Numi to provide proper customer support, so long as this Agreement is in place, Facility will use Numi as its exclusive payment solution provider for such prepaid cards.

**Term of Non-Disclosure Obligation.** The obligations of nondisclosure and confidentiality undertaken herein will continue for as long as Facility wishes to utilize Numi products for any purpose, or longer if required by Financial Regulations.

**Termination.** This Agreement may be terminated by Facility with or without cause by providing ninety (90) days written notice to Numi. Numi may terminate the Card Program and this Agreement immediately if a material breach of this Agreement is not cured within (3) business days of receipt of written notice of such breach from Numi. Numi may also terminate this Agreement if the Issuing Bank or any regulatory authority or governmental agency with jurisdiction over Issuing Bank, the Card Program, or Numi requests such termination. Upon termination, Facility will return all unused Card inventory and Cardholder education materials to Numi.

## Definitions

- "Agreement" means this Facility Agreement.
- "Card" means a Numi Prestige Prepaid Mastercard® card issued through the Card Program.
- "Cardholder Agreement" means the terms and conditions agreement that must be distributed to the Cardholder by the Facility in connection with Card use. The Cardholder Agreement is attached as Exhibit B.
- "Cardholder" means an individual who receives a Card.
- "Card Program" means the Numi Prestige Prepaid Mastercard® program.

- "Facility" means the undersigned, which includes but is not limited to jail(s), detention center(s), or other correctional institution(s).
- "Financial Regulations" means the requirements of the Issuing Bank, and Mastercard®, financial industry standards, and State and Federal laws and regulations, as well as certain additional requirements Numi specifies from time to time to facilitate the proper operation of the Card Program.
- "Fiduciary Banking Agent" means a 3rd party such as a commissary provider or inmate banking software provider who manages the inmate trust fund on behalf of the Facility and who is responsible for reimbursing Issuing Bank for all card loading activity as set forth in this Acknowledgment.
- "Issuing Bank" means the bank issuing the Cards, as stated in the issuer statement on each Card.
- "Numi" means Stored Value Cards, Inc. d/b/a Numi Financial.
- "Prepaid Card Receipt" ("PCR") means the receipt that all individuals receiving the Card must sign prior to leaving the Facility with the Card as required by the Prepaid Rule (12 CFR 1005) issued by the Consumer Financial Protection Bureau effective April 1, 2019.
- "Signature Receipt" means the Facility's software integrated receipt document that the Cardholder is required to sign prior to receipt of the Card.
- "Program Materials" means the educational and marketing materials distributed by Numi in connection with the Card Program.

**FACILITY AGREEMENT SIGNATURE PAGE**

**Facility**

**Fiduciary Banking Agent (if applicable)**

Facility Name: \_\_\_\_\_ Agent Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Numi Financial**

Facility Name: \_\_\_\_\_

Signature: \_\_\_\_\_


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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit A

<p>I hereby authorize and request the return of my funds on the Numi Prestige Prepaid Mastercard and confirm receipt of the Cardholder Agreement. I understand the Card is active and there may be fees associated with the use of the Card. Those fees are listed in the Cardholder Agreement. I further understand that I may choose not to use the card and can request a check be mailed to me in accordance with the terms set forth in the Cardholder Agreement.</p>	<p><b>FACILITY INSTRUCTIONS:</b> <b>ALL CARDHOLDERS MUST SIGN THIS DOCUMENT PRIOR TO RECEIVING THE CARD. THIS DOCUMENT MUST BE RETAINED BY THE FACILITY FOR A PERIOD OF 2 YEARS.</b></p>
<p>Name of Cardholder (please print) _____</p> <p>Cardholder Signature _____</p> <p>Date _____</p>	<p>Card Load Amount _____</p> <p>Card Proxy Number _____</p>
<p>There is no purchase price for the prepaid Card. This Card is active and ready for use. No fee was charged for activating the Card. By accepting and using this card, I acknowledge that I authorized and requested the return of my funds on this Numi Prestige Prepaid Mastercard. I further understand that I may choose not to use the card and can request a check be mailed to me in accordance with the terms set forth in this Cardholder Agreement.</p>	





**RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY OF GEORGIA TO CONTINUE EFFORTS TO REFORM AND IMPROVE MENTAL HEALTH SERVICES FOR THE CITIZENS OF GEORGIA**

**WHEREAS**, being the constitutional level of government closest to their constituents, Georgia counties are on the front lines of responding to mental health issues within the community as well as the development of mental health reform efforts; and

**WHEREAS**, the Walton County Board of Commissioners supports efforts designed to provide every citizen in need to have accessible, affordable, and adequate mental health services; and

**WHEREAS**, the Walton County Board of Commissioners is grateful for the efforts of Georgia’s executive, legislative, and judicial branches in working towards mental health reform in recent years, such as the passage of HB 1013 (2022) and introduction of HB 520 (2023), Chief Justice Boggs’s work on jail diversion initiatives, and Governor Kemp’s commitment to expanding mental health resources in schools for children and young adults; and

**WHEREAS**, despite these prior steps and successes, the Walton County Board of Commissioners recognizes that there is still a tremendous amount of work for the citizens of Walton County and other citizens across Georgia to receive adequate healthcare for mental health and substance abuse disorders; and

**NOW, THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that Walton County Government reaffirms its commitment to reforming and improving mental health services for its citizens and all citizens of the State of Georgia.

**BE IT FURTHER RESOLVED**, that the Walton County Board of Commissioners specifically urges the Governor and General Assembly to continue efforts in the 2024 Session of the Georgia General Assembly to enhance Georgia citizens’ access to vital mental health services, including the provision of state budgetary funding for additional behavioral health crisis centers across the state, additional co-responder units, and other resources to assist those with mental health and substance abuse disorders.

**BE IT FURTHER RESOLVED** that the Clerk to the Board of Commissioners is hereby directed to provide an executed copy of this Resolution to each member of the Walton County delegation to the Georgia Senate and Georgia House of Representatives and to the Association County Commissioners of Georgia.

**SO RESOLVED**, this 7th day of November, 2023.

**WALTON COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Walton County, Chairman

ATTEST: \_\_\_\_\_  
Walton County, Clerk to the Commission

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE BETWEEN PICKLEBALL COURTS PROJECT, AND TO AMEND THE FISCAL YEAR 2024 BUDGET**

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

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

**WHEREAS**, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2024 on June 6, 2023; and

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

**WHEREAS**, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2024.

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

**THEREFORE, BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that the budget for Fiscal Year 2024 be amended to incorporate fiscal year 2024 for the Between Pickleball Project.

**SO RESOLVED THIS 7th DAY OF November, 2023:**

**BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]



**BETWEEN PICKLEBALL COURTS  
PROJECT DEVELOPMENT BUDGET**

DATE: October 30, 2023  
 PROJECT: Between Pickleball Courts  
 FUNDING: 6220.19

Description	Unit Meas.	Unit Price	Unit Cost	Totals
<b>Additional Pickleball courts</b>				
<b>Total New Construction Cost: (TNC)</b>				<b>\$0</b>
<b>Site Development/Improvements Costs</b>				
Utility				\$0
Site work by Public Works				\$0
<b>Total Site Dev. Costs: (TSD)</b>				<b>\$0</b>
<b>Total New Construction / Total Site Dev. Costs:</b>				<b>\$0</b>
<b>Professional/Technical Cost</b>				
Professional Design Fee		(TNC)		\$10,000
Survey & Soil				
Soil Borings				
Phase 1 Environmental & Hazard Screen				
Testing				
Contingency				
<b>Total Professional/Technical Cost</b>				<b>\$10,000</b>
<b>Subtotal</b>				<b>\$10,000</b>
<b>Project Contingency</b>				
	0%			\$0
<b>TOTAL PROJECT BUDGET</b>				<b>\$10,000</b>

Walton County  
Departmental Budget Amendment Request Form

BETWEEN PICKLEBALL COURTS

Date: 10/23/2023

**Expenditure**

Department:	Account Number	Description	Amendment Request Amount	Original Budget	Expenditures to Date	Current Balance
1565.00	54.1300	Government Building	\$10,000.00	\$ -	\$ -	\$ -
						\$ -
		<b>Total Expenditure Budget Transfer</b>	<b>\$10,000.00</b>			

Explanation: These funds would be used for to complete the initial engineering study to determine where the new courts should be place on the property and to determine if the parking and bathroom facilities are adequate to support the increased occupancy.

Hank Shirley  
Approved by

10/30/2023  
Date

\_\_\_\_\_  
BOC Approved

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
WALTON COUNTY, GEORGIA TO APPROVE THE  
PROJECT LENGTH BUDGET FOR THE ANNEX III  
RENOVATIONS PROJECT, AND TO AMEND THE FISCAL  
YEAR 2024 BUDGET**

**WHEREAS**, the budgets of Walton County for Fiscal Year 2024 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 6, 2023, and

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

**WHEREAS** the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2024., now

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

**THEREFORE, BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that the budget for Fiscal Year 2024 be amended to incorporate fiscal year 2024 for the Annex III Renovations Project.

Adopted this 7th day of November 2023

\_\_\_\_\_  
Chairman, David G. Thompson

Attest:

\_\_\_\_\_  
County Clerk, Rhonda R. Hawk

ANNEX III RENOVATIONS  
PROJECT BUDGET

DATE: October 27, 2023  
PROJECT: Annex III  
FUNDING: 1565

Description	Unit Meas.	Unit Cost	Totals
<b>Modifications</b>			
Building Remodel	7,725 sf.	\$100.00	\$772,500.00
<b>Total Remodel Costs:</b>			<b>\$772,500.00</b>
Building Equipment and Furnishings			\$0
<b>Total All Equipment/Furnishings:</b>			<b>\$0</b>
Professional/Technical Costs			\$15,000.00
This is the preliminary cost for project concept development. We will get an amended cost for project implementation.			
<b>Total Professional/Technical Costs:</b>			<b>\$15,000.00</b>
Project Contingency	10%		\$77,250.00
<b>Total Project Contingency Costs:</b>			<b>\$77,250.00</b>
<b>TOTAL BUILDING ACQUISITION/CONSTRUCTION BUDGET</b>			<b>\$864,750.00</b>

Walton County  
Departmental Budget Amendment Request Form

ANNEX III RENOVATIONS

Date: 10/23/2023

**Expenditure**

Department:	Account Number	Description	Amendment Request Amount	Original Budget	Expenditures to Date	Current Balance
1565.00	54.1300	Government Building	\$864,750.00	\$ -	\$ -	\$ -
						\$ -
		<b>Total Expenditure Budget Transfer</b>	<b>\$864,750.00</b>			

Explanation: Funds would be used to remodel the Annex III building.

Hank Shirley  
Approved by

10/30/2023  
Date

\_\_\_\_\_  
BOC Approved

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE RESURFACING PROJECT, AND TO AMEND THE FISCAL YEAR 2024 BUDGET**

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

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

**WHEREAS**, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2024 on June 6, 2023; and

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

**WHEREAS**, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2024.

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

**THEREFORE, BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that the budget for Fiscal Year 2024 be amended to incorporate fiscal year 2024 for the Resurfacing Project.

**SO RESOLVED THIS 7th DAY OF November, 2023:**

**BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]



# WALTON COUNTY PUBLIC WORKS RESURFACING PROJECT BUDGET

DATE: 10/18/2023

PROJECT: SPLOST IV RESURFACING CITY OF JERSEY ROAD PROJECT

SPLOST IV Resurfacing project for Main Street in the City of Jersey. City of Jersey will pay \$30,000 of the project costs.

Description	Unit Measure	Totals
Main Street – City of Jersey	0.53 miles	\$75,878

Total Resurfacing Cost: \$75,878

### Modifications

Total Modification Cost: Paid by the City of Jersey -\$30,000

### Renovations

Total Renovations Costs:

### Site Development/Improvements Costs

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

### Project Contingency

Total Project Contingency Costs:

**TOTAL PROJECT BUDGET \$55,878**

Budget Line Item  
4220.19-53.1100 – General Supplies

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE RESURFACING SUBDIVISION STREETS PROJECT, AND TO AMEND THE FISCAL YEAR 2024 BUDGET**

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

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

**WHEREAS**, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2024 on June 6, 2023; and

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

**WHEREAS**, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2024.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budget for the Resurfacing Subdivision Streets Project which is attached hereto as a schedule and incorporated herein by reference, are adopted; and

**THEREFORE, BE IT FURTHER RESOLVED** by the Walton County Board of Commissioners that the budget for Fiscal Year 2024 be amended to incorporate fiscal year 2024 for the Resurfacing Subdivision Streets Project.

**SO RESOLVED THIS 7th DAY OF November, 2023:**

**BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
David G. Thompson, Chairman

Attest: \_\_\_\_\_  
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

**WALTON COUNTY PUBLIC WORKS  
RESURFACING SUBDIVISION STREETS PROJECT BUDGET**

DATE: 10/18/2023

PROJECT: SPLOST IV RESURFACING SUBDIVISION STREETS PROJECT

SPLOST IV Resurfacing subdivision streets project to include labor, equipment, and materials for minor cleaning, application of DOT approved tack coat and 1.5” asphalt topping for streets listed on Page 2.

Description	Unit Measure	Totals
Resurfacing S/D Streets	21 Roads	\$753,750

Total Project Cost: \$753,750

**Modifications**

Total Modification Cost:

**Renovations**

Total Renovations Costs:

**Site Development/Improvements Costs**

Description	Unit Meas.	Unit Cost	Totals
-------------	------------	-----------	--------

Total Site Dev. Costs:

**Project Contingency**

Total Project Contingency Costs:

**TOTAL PROJECT BUDGET \$753,750**

**Budget Line Item**

4220.19-52.3850 – Contract Labor

## List of Subdivisions & Roads

- 1. Averys Walk Subdivision**
  - a. Averys Walk – Approx. 1400' x 20' with 1 Cul-de-sac
- 2. Crestview Subdivision**
  - a. Aaron Court - Approx. 1500' x 20' with 1 Cul-de-sac
  - b. Robin Drive - Approx. 1750' x 20'
- 3. Poppyfield Subdivision**
  - a. Mulberry Creek Drive - Approx. 2225' x 20' with 1 Cul-de-sac
  - b. Poppyfield Farm Drive - Approx. 2100' x 20' with 1 Cul-de-sac
- 4. Rose Creek Subdivision**
  - a. Aniki Bee Drive - Approx. 1620' x 20' with 1 Cul-de-sac
  - b. Rosie Court - Approx. 150' x 20' with 1 Cul-de-sac
- 5. Sandy Creek Cove Subdivision**
  - a. Amelia Way - Approx. 700' x 20' with 1 Cul-de-sac
  - b. Brook Hollow Lane - Approx. 1100' x 20' with 2 Cul-de-sacs
  - c. Sandy Creek Drive - Approx. 1225' x 20' with 1 Eyebrow and 1 Cul-de-sac
- 6. Sterling Oaks Subdivision Phase 1**
  - a. Bur Oak Circle - Approx. 150' x 20' with 1 Cul-de-sac
  - b. Cherrywood Drive - Approx. 1375' x 20' with 1 Cul-de-sac
  - c. Chestnut Oak Street - Approx. 460' x 20' with 1 Cul-de-sac
  - d. Lacebark Court - Approx. 250' x 20' with 1 Cul-de-sac
  - e. Meadowwood Drive - Approx. 1450' x 20' with 1 Cul-de-sac
- 7. Windridge IV**
  - a. Wood Valley Court - Approx. 450' x 20' with 1 Cul-de-sac
  - b. Wood Valley Drive - Approx. 1700' x 20' with 2 Eyebrows and 1 Cul-de-sac
- 8. Woodlake Subdivision 4B**
  - a. Sweet Creek Lane (Partial) - Approx. 675' x 20' with 1 Cul-de-sac
- 9. Woodlake Subdivision U-9**
  - a. Timberland Road (Partial) - Approx. 800' x 20' with 2 Eyebrows and 1 Cul-de-sac
- 10. Zach's creek Subdivision**
  - a. Allison Way - Approx. 720' x 20' with 1 Cul-de-sac
  - b. Seths Ridge - Approx. 2250' x 20' with 1 Eyebrow and 1 Cul-de-sac

**Walton County Department Agenda Request**

Department Name: Human Resources

Department Head or Representative: Melissa Rusk, Human Resources Director

Meeting Date Request: November 7, 2023

Has this topic been discussed at past meetings? No

If so, when?

Topic: 5% COLA

Wording for Agenda: Proposed 5% COLA

This Request: Informational Purposes Only

Needs Action by Commissioners

What action are you seeking from the Commissioners? Approval of 5% COLA

**Department Comments/Recommendation:**

In an attempt to retain current employees and remain competitive, Condrey & Associates recommends a COLA in addition to another study that includes reviewing and updating of the job classification system and pay plan.

Is additional documentation attached?

No

Is review of this request or accompanying documentation by the County Attorney required? If so, has a copy of the documentation been forwarded to the County Attorney?

Date forwarded to the County Attorney:

Has the County Attorney review been completed?

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

Approved in current budget?

Budget information attached?

Comments:

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**Purchasing Department Comments:**

**County Attorney Comments:**

**Chairman's Comments:**

INTERGOVERNMENTAL AGREEMENT CONCERNING  
THE FUNDING AND BUILDING OF A NEW AZALEA REGIONAL  
LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE

THIS INTERGOVERNMENTAL AGREEMENT is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Loganville, a municipal corporation of the State of Georgia, (hereinafter referred to as the “City”), Walton County, a political subdivision of the State of Georgia (the “County”), and the Azalea Regional Library System, organized and existing in accordance with O.C.G.A. § 20-5-1 et seq., (hereinafter referred to as the “Library System”) (together hereinafter referred to as the “Parties”).

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

WHEREAS, pursuant to O.C.G.A. § 20-5-49, the Library System is authorized to make and enter into such contracts or agreements as are deemed necessary and desirable; and,

WHEREAS, the Parties desire to enter into this Agreement in accordance with the terms, conditions, and obligations contained herein for the purpose of constructing a new library building in the City of Loganville (the “New Library”);and,

WHEREAS, the Library System obtained and reviewed a feasibility study in November, 2021, (the “Feasibility Study”) (included herewith and attached as Exhibit “A”) which specifies the current condition of its current library and the improvements needed for it to continue operations; and,

WHEREAS, the current existing library located at 363 Conyers Road, Loganville, Walton County, Georgia 30655 (the “Old Library”) would require substantial renovations and repair to continue its operations in the long term; and,

WHEREAS, on or about January 10, 2022, the Georgia Department of Transportation (“GDOT”) held a meeting with the City and the Library System to discuss potential changes to the intersection of SR 20 and Hwy. 78 (this intersection is located at the Northeast corner of the Old Library location) (a copy of GDOT’s meeting minutes from said meeting are attached hereto as Exhibit “B”); and,

WHEREAS, the proposed redesign of said intersection would likely negatively impact the ingress and egress to the Old Library and potentially detract from the Old Library’s attendance; and,



WHEREAS, the Parties agree that a new location for the City’s library would promote the safety, efficiency, and flow of traffic within the City and to and from the New Library by users of the New Library; and,

WHEREAS, on or about June 6, 1990, the Old Library was fully constructed and dedicated to the memory of Ms. Willie D. O’Kelly Dubois (“Ms. O’Kelly”), who, by all accounts was a pillar of kindness and generosity to the Loganville community; and,

WHEREAS, Ms. O’Kelly’s legacy is worth remembering (a short publication included herewith and attached hereto as Exhibit “C” provides an overview of said legacy); and,

WHEREAS, the Parties agree that the New Library will maintain the same name, to wit: the O’Kelly Memorial Library; and,

WHEREAS, the City is the owner of those certain properties commonly known as 190 Covington Street, Loganville, Walton County, Georgia and 210 Main Street, Loganville, Walton County, Georgia 30052, (collectively the “Property”) (see, Exhibits “D” and “D1” for legal descriptions of the Property); and,

WHEREAS, the Parties agree that the New Library would benefit the health, safety, and welfare of the community; and,

WHEREAS, the Parties agree that the Property contains enough acreage to build the New Library; and,

WHEREAS, the Property contains approximately 3.57 acres, more or less; and,

WHEREAS, the City desires to grant the Library System use of up to 1.75 acres of the Property for the purpose of building and operating the New Library; and,

WHEREAS, the City has obtained a preliminary conceptual location depiction for the New Library on the Property (see Exhibit “E” attached); and,

WHEREAS, the New Library will help with the revitalization of the downtown City core; and,

WHEREAS, the New Library location will benefit from the City’s continued efforts to revitalize its core downtown business district; and,

WHEREAS, the Library System has chosen an architectural firm to design the New Library, to wit: McMillan, Pazdan, Smith, Architecture.

WHEREAS, a construction committee consisting of Stacy L. Brown, Executive Director, Azalea Regional Library System, Lisa Luttrell, Chairwoman of the O’Kelly Memorial Library Board, Danny Roberts, Loganville City Manager, Branden Whitfield, Loganville City Council

Member and Chairman of the City’s Economic Development Committee, and Nate Rall, Executive Director of Planning and Programs for the Georgia Public Library Service, has recently been established to aid and assist with the construction planning for the New Library; and,

WHEREAS, the Parties agree that the Property is a reasonable and mutually beneficial location for the New Library; and,

WHEREAS, the Parties agree that libraries are an essential attribute to communities; and,

WHEREAS, the Parties agree to contribute funds for the purpose of constructing and operating the New Library as stated herein; and,

WHEREAS, on June 16, 2022, the City approved the utilization of funds received by the City from the American Rescue Plan Act to contribute towards the cost of construction of the New Library in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (see, City of Loganville June 16, 2022, meeting minutes included herewith and attached as Exhibit “F”); and,

WHEREAS, the Library System has obtained a grant from the Board of Regents of the University System of Georgia in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) to partially fund the construction of the New Library (see, Commitment Letter dated July 12, 2023, included herewith and attached as Exhibit “G”); and,

WHEREAS, the County has approved funding for the New Library in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), to contribute towards the cost of constructing the New Library (a copy of the County’s June 7, 2022 Board of Commissioner’s Meeting Minutes are included herewith and attached as Exhibit “H”); and,

WHEREAS, the New Library will be sized and designed to accommodate the committed funding with the ability to expand or enhance finishes if additional funds are raised; and

WHEREAS, the Parties agree that it is in the best interests of the citizens to coordinate their efforts so as to build and design the New Library and that the square footage will ultimately be determined by available funding and project costs; and,

WHEREAS, the Parties agree that the location of the New Library is expected to provide a positive impact on the overall community and in the downtown area of the City; and,

WHEREAS, the importance of libraries may best be understood from a quote attributed to the late Carl T. Rowan, journalist, author, and U.S. Ambassador, who reportedly said “the library is the temple of learning, and learning has liberated more people than all the wars in history”.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the City, the County, and the Library System do hereby agree as follows:

- 1. The Property. The City agrees to provide and grant the use of up to 1.75 acres of the Property to the Library System for the purpose of building, constructing, and operating the New Library. The City further agrees to lease up to 1.75 acres of the Property to the Library System with a minimum term of twenty (20) years. As stated in Paragraph 4 of this Section, the Library System shall be responsible for the construction of the New Library. The City shall at all times retain full ownership rights to the Property, and shall own the New Library real property.
- 2. New Library Funding. The New Library will be funded by a combination of state and local funds.
  - a. The committed funding sources are as follows:
    - i. The City agrees to provide construction funding in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) from its American Rescue Plan Act funds.
    - ii. The Library agrees to provide construction funding in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) of grant funds from the Board of Regents of the University System of Georgia.
    - iii. The County agrees to provide construction funding in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00).
  - b. The additional funding sources being pursued are:
    - i. The Library System agrees to pursue an additional Two Million and 00/100 Dollars (\$2,000,000.00) of construction funding by raising said funds through charitable donations and private fundraising or other funding sources.
  - c. All parties agree that the New Library will be sized and finishes determined based on committed funding with the opportunity for expansion and enhancements in the future. Further, all parties also agree that construction can proceed based on the committed funding sources listed above.
- 3. Library Design. On or before June 30, 2024, the City and the Library System agree to enter into an additional agreement containing substantially all matters relating to the design of the New Library including but not limited to the following:
  - a. The exact location of the New Library on the Property (to be determined upon the completion of a full site plan);
  - b. Total acreage of the site of the New Library;
  - c. Total square footage of the interior usable space for the New Library;
  - d. The interior and exterior aesthetic design and architecture of the New Library;
  - e. Total number of shared parking spaces to be constructed on the Property and the delineation of the use of parking spaces, i.e., parking dedicated for employee

use and parking dedicated to public use with parking available for other City needs; and

**f.** The landscaping and exterior aesthetics of the New Library and the Property.

**4. Library Construction.** On or before November 30, 2024, the City and the Library System agree to enter into an additional agreement containing substantially all matters relating to the construction of the New Library including but not limited to the following:

**a.** Selection of the general contracting company that will be responsible for building the New Library;

**b.** The approval process regarding the construction draw schedule and payments made to the general contractor;

**c.** The timing of funding by the City and the County with their financial commitments to construction costs;

**d.** The starting date for the construction of the New Library; and

**e.** The expected completion date of the New Library.

**5. Library Operation.** On or before November 30, 2024, the City, the County, and the Library System agree to enter into an additional agreement containing substantially all matters relating to the operation of the New Library including but not limited to the following:

**a.** Annual budget allocations from the City and County to fund personnel, materials, and operations and maintenance expenses; and

**b.** The materials and services provided by the Library System along with its funding obligations including but not limited to the Manager and staff of the New Library, books, computers, security, PINES library system, database access, internet, and access to additional grants for repairs and other necessities.

**6. Current Obligations.** The Parties are obligated to make all reasonable and diligent efforts to consummate the overall and specific intent of this Agreement. The Parties agree that the obligations stated in Paragraphs 1-5 of this Agreement are covenants to perform binding the Parties to the terms and obligations of this Agreement and are not mere recitals of intent. The Parties agree to apprise each other on an ongoing basis regarding the efforts and actions being taken to accomplish the obligations of this Agreement.

**7. Assignment.** This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.

**8. Modification.** This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

**9. Notices.** All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

**a.** If to the City:

Danny Roberts, City Manager

City of Loganville  
4303 Lawrenceville Road  
Loganville, Georgia 30052

With a copy to:

Paul L. Rosenthal, City Attorney  
Preston & Malcom, P.C.  
110 Court Street  
Monroe, Georgia 30655

**b. If to the County:**

David G. Thompson, Chairman of the Board of Commissioners  
303 S. Hammond Drive, Suite 330  
Monroe, Georgia 30655

With a copy to:

Chip Ferguson, County Attorney  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655

**c. If to the Library System:**

Stacy L. Brown, Executive Director  
Azalea Regional Library System  
1121 East Avenue  
Madison, Georgia 30650

With a copy to:

Andrea P. Gray, Esq.  
300 E. Church Street  
Monroe, Georgia 30655

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of

delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused or undeliverable, the date of receipt shall be the date of the official United States postmark.

10. Consent of Parties. Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement or his duly appointed successor or by one of the persons authorized by law or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the City requires a vote by the City Council, the City will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting. Where approval on the part of the County requires a vote by the Board of Commissioners, the County will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of the Library System requires a vote by the Board of Trustees, the Library System will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Trustees at its regularly scheduled meeting. In the event that a decision is considered an emergency and must be made prior to either party's regularly scheduled meeting, the Parties agree to call an emergency meeting to decide such matter as may be necessary.
11. Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia in case of an inconsistency between the terms of this Agreement and any applicable general or special law said general or special law shall govern.
12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
13. Illegality of Terms. It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.
14. No Waiver. No consent or waiver, express or implied, by either party, to any breach of any covenant, condition or duty of the other shall be construed as a consent to, waiver of, any other breach of the same, or any other covenant, condition or duty.
15. Time of Essence. Time is of the essence under this Agreement.



16. Entire Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the leasing or development of the project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written as a sealed instrument.

ATTEST:

CITY OF LOGANVILLE

By: \_\_\_\_\_  
Krisi Ash, Deputy Clerk

By: \_\_\_\_\_  
Skip Baliles, Mayor

ATTEST:

WALTON COUNTY, GEORGIA

By: \_\_\_\_\_  
Rhonda Hawk, Clerk

By: \_\_\_\_\_  
David Thompson, County Commissioner

ATTEST:

AZALEA REGIONAL LIBRARY SYSTEM

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

By: \_\_\_\_\_  
Stacy Brown, Executive Director



BRIAN P. KEMP  
GOVERNOR



CANDICE L. BROCE  
DIRECTOR

October 16, 2023

Walton County Board of Commissioners  
Attention: Rhonda Hawk

RE: Initial appointment of DFCS Board Member

To Whom It May Concern:

This letter is being submitted to formally request the appointment of Captain Tracy Hanson. Captain Hanson serves as Patrol Division Commander for Monroe Police Department. Captain Hanson would replace Ms. Gina Meadows who left our board a few months prior.

In discussion of an additional board member, board members felt it may be beneficial for a representative to join with Monroe Police as they have not had representation in the past. The request would be for Captain Hanson to be appointed to the Board for a 5-year term.

Thank you for your attention to this matter.

Sincerely,

Kimberly B. Lafreniere  
Interim County Director for Walton County DFCS  
[Kimberly.lafreniere@dhs.ga.gov](mailto:Kimberly.lafreniere@dhs.ga.gov)